

Planning Commission Staff Report



PLANNING DEPARTMENT

Subject: 327 Woodside Avenue
Project #: PL-15-02861 & PL-15-02862
Author: Francisco J. Astorga, Senior Planner
Date: October 28, 2015
Type of Item: Administrative – Conditional Use Permit for Steep Slope Construction and for an Accessory Apartment

Summary Recommendations

Staff recommends that the Planning Commission hold a public hearing and review a request for a Steep Slope Conditional Use Permit for the construction of an addition at 327 Woodside Avenue AND a Conditional Use Permit for an Accessory Apartment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval for the Commission's consideration.

Description

Applicant/Owner: Richard and Jill Lesh represented by Jonathan DeGray
Location: 327 Woodside Avenue
Zoning: Historic Residential-1 (HR-1) District
Adjacent Land Uses: Residential
Reason for Review: Construction of structures with a building footprint greater than 200 square feet on a steep slope requires a Conditional Use Permit. An Accessory Apartment is a Conditional Use Permit.

Proposal

This application is a request for a Steep Slope Conditional Use Permit (CUP) for an addition to an existing non-historic single-family dwelling in the form of an expansion and a CUP for an Accessory Apartment. An Accessory Apartment is a conditional use in the HR-1 District which requires Planning Commission review and approval.

Background

On August 16, 2015, the City received CUP applications for the proposal at 327 Woodside Avenue. After working with Staff, the plans were revised on October 12, 2015. The property is located in the HR-1 District. On May 27, 2015, the Planning Commission reviewed a Plat Amendment for the 327 Woodside Plat Amendment. The City Council reviewed and approved the plat on June 11, 2015. The Plat Amendment combined two (2) Old Town lots into one (1) lot of record. The applicant is currently working with Staff to record the approved lot combination which expires on June 11, 2016. Staff does not foresee any issues with the approved Plat as the applicant is nearing final stages before recordation.

The applicant requests to build an addition to their existing single-family dwelling. The existing single-family dwelling is 2,366 square feet, including the garage. The proposed addition is 1,968 square feet. The overall proposed square footage is 4,334 square

feet. The addition consisting of a building footprint of 719 square feet, takes place over slopes that are thirty percent (30%) or greater. The majority of the proposed addition totaling 1,359 square feet is an expansion to the existing single-family dwelling, including the garage. The remaining 609 square feet is an addition in the form of an Accessory Apartment.

Purpose

The purpose of the HR-1 District is to:

- A. preserve present land Uses and character of the Historic residential Areas of Park City,
- B. encourage the preservation of Historic Structures,
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
- D. encourage single family Development on combinations of 25' x 75' Historic Lots,
- E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Analysis- Steep Slope CUP

A single-family dwelling is an allowed use in the HR-1 District. The existing single-family dwelling is 1,841 square feet with a 525 square foot garage totaling 2,366 square feet. The proposed addition, house expansion and Accessory Apartment, is 1968 square feet. The proposed house expansion is 1359 square feet. The proposed garage expansion is 223. The proposed Accessory Apartment addition is 609 square feet. The proposed addition takes place on slopes that are approximately 66%.

Staff makes the following Land Management Code related findings:

LMC Requirements	Standard	Proposed
Building Footprint	1,519 square feet maximum, (based on lot area of the approved plat)	1,510 square feet, <u>complies.</u>
Front/Rear Yard Setbacks	10 feet, minimum	Front: 18' for the addition, <u>complies.</u> 10' for the existing structure, <u>complies.</u> Rear: 14½' for the addition and the existing structure, <u>complies.</u>
Side Yard Setbacks	3 feet, minimum	North: 7 feet, <u>complies.</u> South: 3 feet, <u>complies.</u>
Building (Zone) Height	No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing (<u>natural</u>) Grade.	Various heights all under 27 feet, highest at 24.75 feet, <u>complies.</u>

Final Grade	Final Grade must be within four vertical feet (4') of Existing Grade around the periphery [...].	4 feet or less, <u>complies.</u>
Lowest Finish Floor Plane to Highest Wall Top Plate	A Structure shall have a maximum height of thirty five feet (35') measured from the lowest finish floor plane to the point of the highest wall top plate [...].	<u>28.5 feet, complies.</u>
Vertical Articulation	A ten foot (10') minimum horizontal step in the downhill façade is required [...].	<u>Complies.</u>
Roof Pitch	Roof pitch must be between 7:12 and 12:12 for primary roofs. A Green Roof may be below the required 7:12 roof pitch as part of the primary roof design.	<u>Complies.</u>

LMC § 15-2.3-6 provides for development on steep sloping lots in excess of a building Footprint in excess of 200 square feet within the HR-1 District, subject to the following criteria:

- 1. Location of Development.** Development is located and designed to reduce visual and environmental impacts of the Structure. **No unmitigated impacts.**

The proposed addition/expansion is sited towards the north of the existing single-family dwelling. The proposed combined footprint will resemble a U shape which creates an appropriate traditional driveway pattern as the proposal includes a parking space for the Accessory Apartment seventeen feet (17') away from the existing driveway to the south. The highest point of the addition/expansion is three feet (3') lower than the highest point of the existing structure. The front wall place of the addition is recessed eight feet (8') behind the front wall plane of the existing structure.

- 2. Visual Analysis.** The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points to determine potential impacts of the proposed Access, and Building mass and design; and to identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities. **No unmitigated impacts.**

The applicant submitted plans including a streetscape showing how the three (3) story structure will be observed when viewed from Woodside Avenue. The proposed structure cannot be seen from the key vantage points as indicated in the LMC Section 15-15-1.283.

3. **Access.** Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. Common driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible. **No unmitigated impacts.**

The proposed addition has another parking space accessed directly off Woodside Avenue. The proposed parking space is three feet (3') from the north property line and is twelve feet (12') wide. The parking space is eighteen feet (18') long. The proposed driveway slope is at nine percent (9%).

4. **Terracing.** The project may include terraced retaining Structures if necessary to regain Natural Grade. **No unmitigated impacts.**

The proposal includes three (3) series of retaining wall. All of the retaining walls were drafted as builder walls not to exceed four feet (4') from final grade. The first series straddles the north property line. The other two (2) retaining walls are along the rear yard setback area which retains the grade along the back to create a walk-out patio.

5. **Building Location.** Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and provide variation of the Front Yard. **No unmitigated impacts.**

The proposed structure is located on the north side of the combine lots. The footprint of the proposed addition resembles a U shape that makes the site look like the traditional Old Town development pattern. Due to the size of the Accessory Apartment, only one (1) parking space is required (based on the number of bedrooms). The maximum building height of 27 feet make the proposed structure follow the perceived natural topography of the site. The front façade is broken up which assists in providing front yard variation.

6. **Building Form and Scale.** Where Building masses orient against the Lot's existing contours, the Structures must be stepped with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Commission may require a garage separate from the main Structure or no garage. **No unmitigated impacts.**

Due to the natural topography of the site and the development parameter of Old Town the building mass orients against the lot's contours. The proposed addition and the existing building are designed in a manner that is broken into the

required series of individual smaller components. The applicant does not request to build a garage for the required parking space.

- 7. Setbacks.** The Planning Commission may require an increase in one or more Setbacks to minimize the creation of a “wall effect” along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures. **No unmitigated impacts.**

The existing structure has a front yard setback of ten feet (10'). The proposed addition has a front yard setback of eighteen feet (18'). The wall effect on the street is minimized due to the U shape footprint.

- 8. Dwelling Volume.** The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in [LMC Chapter 2.2 – HR-1]. The Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures. **No unmitigated impacts.**

The proposed structure is both horizontally and vertically articulated and broken into compatible massing components in order to minimize the visual mass. The design includes setback variations and lower building heights for portions of the structure on the front elevation. The proposed massing and architectural design components are compatible with both the volume and massing of single-family dwellings in the area comprised of three (3) story dwellings.

- 9. Building Height (Steep Slope).** The maximum Building Height in the HR-2 District is twenty-seven feet (27'). The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing residential Structures. **No unmitigated impacts.**

The entire building ranges in height as the maximum height found on site is 24½' measured from existing grade, as required by the HR-1 District.

Analysis Accessory Apartment CUP

LMC § 15-2.2-2(B)(4) lists an Accessory Apartment as a conditional Use in the HR-1 District. LMC § 15-15-1.2 defines an Accessory Apartment as the following below:

A self-contained Apartment, with cooking, sleeping, and sanitary facilities, created either by converting part of and/or by adding on to a Single-Family Dwelling or detached garage. Accessory Apartments do not increase the residential Unit Equivalent of the Property and are an Accessory Use to the primary Dwelling.

The applicant proposes to allocate 609 square feet of the total building addition, consisting of 1,968 square feet, to the requested Accessory Apartment. The proposed

apartment fits the definition above as it is a self-contained apartment with a full kitchen, one bedroom, and one-and-a-half (1½) bathrooms. The proposed Accessory Apartment is part of the proposed addition.

LMC § 15-4-7(A) indicates that Accessory Apartments are subject to the following criteria:

1. **Size.** Accessory Apartments may be no more than one third (1/3) of the dwelling size, shall be limited to a maximum floor Area of 1,000 square feet and shall be no less than 400 square feet with no more than two (2) Bedrooms. An Accessory Apartment may not increase the floor Area of a Structure over the maximum floor Area as specified in the Land Management Code or Subdivision approval.

Complies.

The proposed Accessory Apartment is 609 square feet. The proposed addition will increase the existing structure to a total of 4,334 square feet. Accessory Apartment will be less than one third (1/3) or 0.33 as it will be 0.14 of the total dwelling size.

2. **Parking.** One (1) Parking Space per Bedroom must be provided in addition to the existing requirement for the primary residence. Parking Spaces for Accessory Apartments need not be covered and may be provided in tandem subject to one of the following criteria:
 - a. One (1) Parking Space for an Accessory Apartment may be provided in tandem if the existing driveway length equals or exceeds twenty-five feet (25') as measured from the Property Line. Parking is permitted only within approved garages and on paved driveways.
 - b. One (1) Parking Space for an Accessory Apartment may be provided in tandem in an effort to preserve existing Significant Vegetation and when all other parking alternatives are undesirable.
 - c. Historic District Zones. One (1) tandem Parking Space, parking one vehicle behind another, for an Accessory Apartment proposed in any residential Historic District Zone may be provided when the Applicant has secured a Conditional Use permit and the Planning Commission has made the following findings:
 - i. Tandem Parking will not create an undue hardship for the neighborhood.
 - ii. Other parking options are less desirable than the proposed tandem space.
 - iii. Reasonable efforts, such as automatic garage door openers, lease provisions and/or limitation of garage storage, have been made to encourage the Use of all Off-Street Parking.

Complies.

The Code requires one (1) parking space per bedroom for an Accessory Apartment. The applicant proposes a one (1) bedroom Accessory Apartment. The applicant requests to build one (1) parking space located on the northeast corner of the site.

3. Apartments per Lot. No more than one (1) Accessory Apartment may be located on a Lot. **Complies.**

The applicant requests one (1) Accessory Apartment on the lot.

4. Requirements for Review. The Applicant for an Accessory Apartment must submit a floor plan, architectural elevations, and Site plan showing any proposed changes to the Structure or Site. **Complies.**

The applicant submitted the required floor plan, architectural elevations, and site plan showing the proposed changes to the existing structure and site.

5. Density Limits. A permit for an Accessory Apartment may not be granted if more than three (3) of the homes within three hundred feet (300') of the Applicant's Property boundary contain other established Accessory Apartments. There may be no more than four (4) Accessory Apartments within a three hundred foot (300') radius. **Complies.**

The Planning Department has verified City files regarding approved Accessory Apartments. There are no approved Accessory Apartments within the three hundred foot (300') radius.

6. Ownership. One (1) unit, either the main Dwelling Unit or the Accessory Apartment shall be occupied by the Owner of the Structure and the Accessory Apartment shall not be sold separately. **Complies as conditioned.**

The current property owner lives onsite. See item 7 Deed Restriction below.

7. Deed Restriction. A deed restriction "Notice to Purchaser" must be filed with the County Recorder, which states: "A permit for an Accessory Apartment was issued to [Richard and Jill Lesh], the current Owner of this Property on [October 28, 2015]. This permit runs with the land and is automatically transferred to the new owner by the sale or Transfer of this Property, provided however, if the Use by the new Owner does not continue to comply with the conditions of approval, the permit may be invalidated by the Planning Department pursuant to Section 15-4-7(B)(1). Prospective purchasers should be advised that only one (1) unit on the Property may be rented; the other must be occupied by the Owner. The Owner shall strictly adhere to all the conditions of approval and the prohibition of the rental of either Dwelling Unit for short term rentals of less than thirty (30) days. **Complies as conditioned.**

Staff recommends a condition of approval stating that "the required Deed Restriction language be executed before the Applicant can obtain Certificate of

Occupancy”, should a CUP be granted by the Planning Commission, and a building permit be obtained through the Building Department for the requested Accessory Apartment.

8. Nightly Rentals. If an Accessory Apartment permit is granted, neither the main Dwelling Unit nor the Accessory Apartment may be rented for periods of time less than thirty (30) days. **Complies as conditioned.**

Staff recommends a condition of approval that the applicant does not have the ability to use the main Dwelling Unit or the Accessory Apartment as a Nightly Rental. The deed restriction under item 7 above memorializes the Nightly Rental restriction in the “Notice to Purchasers” as it runs with the land.

9. Home Owner’s Association Registration and Notification. All Accessory Apartments shall be subject to the Homeowners Association and notification requirements established in LMC Chapter 15-1-12 (E). **Not applicable.**

The site is located in Old Town and is part of the Historic Park City Survey. The lot is not within a specific Subdivision.

LMC § 15-4-7(C) indicates that prior to issuance of a Conditional Use permit, the Planning Commission shall determine that parking and other impacts as outlined in LMC § 15-1-10 have been mitigated. The LMC also indicates that an Accessory Apartment permit may be revoked by the Planning Department for non-compliance with the criteria of LMC §15-4-7 and any additional conditions of approval. The permittee may appeal the determination to the Board of Adjustment, which will evaluate the Planning Department’s determination of permit non-compliance and decide if permit revocation should occur.

LMC § 15-4-7(B) has specific language regarding allowed Accessory Apartments in other zoning Districts regulated by the Planning Department. LMC § 15-4-7(D) has specific language regarding existing non-conforming Accessory Apartments. See Exhibit I – LMC § 15-4-7 Accessory Apartment for specifics.

LMC § 15-1-10 indicates that 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:

1. size and location of the Site;

The proposed 609 square foot accessory apartment is located on a 3,750 square foot lot in compliance with the lot and site requirements of the HR-1 District.

2. traffic considerations including capacity of the existing Streets in the Area;

The use of an Accessory Apartment within the house and proposed addition requires one (1) additional parking space for the one (1) bedroom apartment over the two required spaces for the house.

3. utility capacity, including Storm Water run-off:

No additional utilities or increased storm water run-off will result from the accessory apartment.

4. emergency vehicle Access;

The existing house has emergency vehicle access directly to Woodside Avenue. No additional emergency vehicle access is required for the accessory apartment.

5. location and amount of off-Street parking;

Two (2) spaces are located onsite and one (1) space is proposed on the driveway completely on the subject property in compliance with the HR-1 District.

6. internal vehicular and pedestrian circulation system;

Not applicable.

7. Fencing, Screening, and landscaping to separate the Use from adjoining Uses;

Not applicable.

8. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots;

The proposed mass, bulk, orientation, and location of the addition on the site is compatible with development in the District.

9. usable Open Space;

Not applicable.

10. signs and lighting;

No signs are permitted and all exterior lighting is conditioned to comply with the City's lighting ordinances.

11. physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing;

The proposed design is compatible in mass, scale, style, design with the existing structure and surrounding new construction.

12. noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site;

Not applicable.

13. control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas;

No additional trash receptacles are required for the accessory apartment.

14. expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities;

Owner shall occupy the accessory apartment or the main dwelling per the recorded deed restriction.

15. within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site.

The property is not within the Soils Ordinance boundary.

Staff finds that the requested Accessory Apartment does not have any unmitigated impacts when review against LMC § 15-1-10(E)(1-15) as noted above.

Process

Approval of this application constitutes Final Action that may be appealed to the City Council following the procedures found in Land Management Code § 15-1-18.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time other than standards items that would have to be addressed with conditions of approval and during building permit review.

Public Input

No public input has been received.

Alternatives

- The Planning Commission may approve the requested CUPs as conditioned or amended, or
- The Planning Commission may deny the requested CUPs and direct staff to make Findings for this decision, or
- The Planning Commission may request specific additional information and may continue the discussion to a date uncertain.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation

The construction as proposed could not occur. The applicant would have to revise the plans.

Recommendation

Staff recommends that the Planning Commission hold a public hearing and review a request for a Steep Slope Conditional Use Permit for the construction of an addition to 327 Woodside Avenue AND a Conditional Use Permit for an Accessory Apartment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval for the Commission's consideration.

General Findings of Fact that apply to both CUPs

1. The site is located at 327 Woodside Avenue.
2. The site is located in the Historic Residential-1 (HR-1) District.
3. The applicant requests to build an addition to their existing single-family dwelling.
4. The existing single-family dwelling is 2,366 square feet, including the garage.
5. The proposed addition is 1,968 square feet.
6. The overall proposed square footage is 4,334 square feet.
7. The addition takes place over slopes that are thirty percent (30%) or greater.
8. The majority of the proposed addition totaling 1,359 square feet is an expansion to the existing single-family dwelling, including the garage.
9. The remaining 609 square feet is an addition in the form of an Accessory Apartment.
10. An Accessory Apartment is a conditional use which requires Planning Commission review and approval.
11. The proposed building footprint of 1,510 square feet meets the maximum building footprint of 1519 square feet.
12. The addition consisting of a building footprint of 719 square feet, takes place over slopes that are thirty percent (30%) or greater.
13. The proposed front yard setback of eighteen feet (18') meets the minimum front yard setback of ten feet (10').
14. The proposed rear yard setback of fourteen-and-half feet (14½') meets the minimum rear yard setback of ten feet (10').
15. The proposed north side yard setback of seven feet (7') meets the minimum north side yard setback of seven feet.
16. The existing building does not expand towards the south and therefore, the existing building maintains the minimum side yard setback of three feet (3') on the south side.
17. The proposed addition complies with the maximum building height, including the following provisions: final grade, thirty-five foot rule, vertical articulation, roof pitch.

Steep Slope CUP Findings of Fact:

1. The proposed addition/expansion is sited towards the north of the existing single-family dwelling.
2. The proposed combined footprint will resemble a U shape which creates an appropriate traditional driveway pattern.

3. The proposal includes a parking space for the Accessory Apartment seventeen feet (17') away from the existing driveway to the south.
4. The applicant submitted plans including a streetscape showing how the three (3) story structure will be observed when viewed from Woodside Avenue.
5. The proposed structure cannot be seen from the key vantage points as indicated in the LMC Section 15-15-1.283.
6. The proposed addition has an additional parking space accessed directly off Woodside Avenue.
7. The proposed parking space is three feet (3') from the north property line and is twelve feet (12') wide.
8. The parking space is eighteen feet (18') long.
9. The proposed driveway slope is at nine percent (9%).
10. The proposal includes three (3) series of retaining wall.
11. All of the retaining walls were drafted as builder walls not to exceed four feet (4') from final grade.
12. The footprint of the proposed addition resembles a U shape that makes the site look like the traditional Old Town development pattern.
13. Due to the size of the Accessory Apartment, only one (1) parking space is required (based on the number of bedrooms).
14. The maximum building height of 27 feet make the proposed structure follow the perceived natural topography of the site.
15. The front façade is broken up which assists in providing front yard variation.
16. The proposed addition and the existing building are designed in a manner that is broken into the required series of individual smaller components.
17. The applicant does not request to build a garage for the required parking space.
18. The existing structure has a front yard setback of ten feet (10').
19. The proposed addition has a front yard setback of eighteen feet (18').
20. The proposed structure is both horizontally and vertically articulated and broken into compatible massing components.
21. The design includes setback variations and lower building heights for portions of the structure on the front elevation.
22. The proposed massing and architectural design components are compatible with both the volume and massing of single-family dwellings in the area comprised of three (3) story dwellings.
23. The entire building ranges in height and the maximum height found on site is 24½' measured from existing grade, as required by the LMC.

Accessory Apartment Findings of Fact:

1. An Accessory Apartment is a *self-contained Apartment, with cooking, sleeping, and sanitary facilities, created either by converting part of and/or by adding on to a Single-Family Dwelling or detached garage. Accessory Apartments do not increase the residential Unit Equivalent of the Property and are an Accessory Use to the primary Dwelling.*
2. The proposed apartment fits the definition above of an Accessory Apartment as it is a self-contained apartment with a full kitchen, one bedroom, and one-and-a-half (1½) bathrooms.
3. The proposed Accessory Apartment is 609 square feet.

4. The proposed addition will increase the existing structure to a total of 4,334 square feet.
5. The proposed Accessory Apartment will be less than one third (1/3) or 0.33 as it will be 0.14 of the total dwelling size.
6. The Land Management Code requires one (1) parking space per bedroom for an Accessory Apartment.
7. The applicant proposes a one (1) bedroom Accessory Apartment.
8. The applicant requests to build one (1) parking space located on the northeast corner of the site.
9. The applicant requests one (1) Accessory Apartment on the lot.
10. The applicant submitted the required floor plan, architectural elevations, and site plan showing the proposed changes to the existing structure and site.
11. The Planning Department has verified City files regarding approved Accessory Apartments.
12. There are no approved Accessory Apartments within the three hundred foot (300') radius.
13. The current property owner lives onsite.
14. Staff recommends a condition of approval be entertained that the required Deed Restriction language be executed before the Applicant can obtain Certificate of Occupancy and a building permit be obtained through the Building Department for the requested Accessory Apartment.
15. Staff recommends a condition of approval be entertained that the applicant does not have the ability to use the main Dwelling Unit or the Accessory Apartment as a Nightly Rental.
16. The site is located in Old Town and is part of the Historic Park City Survey. The lot is not within a specific Subdivision.
17. The requested Accessory Apartment does not have any unmitigated impacts when reviewed against LMC § 15-1-10(E)(1-15).

Conclusions of Law:

1. The Application complies with all requirements of this LMC;
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; and
4. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval:

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.
3. A final utility plan, including a drainage plan for utility installation, public improvements, and drainage, shall be submitted with the building permit submittal and shall be reviewed and approved by the City Engineer and utility providers prior to issuance of a building permit.
4. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.

5. A final landscape plan shall be submitted for review and approval by the City Planning Department, prior to building permit issuance.
6. No building permits shall be issued for this project unless and until the design is reviewed and approved by the Planning Department staff for compliance with this Conditional Use Permit and the Design Guidelines for Historic Districts and Historic Sites.
7. As part of the building permit review process, the applicant shall submit a certified topographical survey of the property with roof elevations over topographic and U.S.G.S. elevation information relating to existing grade as well as the height of the proposed building ridges to confirm that the building complies with all height restrictions.
8. The applicant shall submit a detailed shoring plan prior to the issue of a building permit. The shoring plan shall include calculations that have been prepared, stamped, and signed by a licensed structural engineer.
9. This approval will expire on October 28, 2016, if a building permit has not issued by the building department before the expiration date, unless an extension of this approval has been granted by the Planning Commission.
10. Plans submitted for a Building Permit must substantially comply with the plans reviewed and approved by the Planning Commission, subject to additional changes made during the Historic District Design Review.
11. The required Deed Restriction language shall be executed before the Applicant can obtain Certificate of Occupancy from the City.
12. The applicant does not have the ability to use the main Dwelling Unit or the Accessory Apartment as a Nightly Rental.

Exhibits

Exhibit A – Sheet Aa Cover

Exhibit B – Record of Survey & As-Built Map

Exhibit C – Sheet AB.1 As-Built Plans and Elevations

Exhibit D – Sheet A0.1 Architectural Site Plan

Exhibit E – Sheets A1.1 - A1.3 Garage, Main, Upper Level, Attic, and Roof Plan

Exhibit F – Sheets A2.1 & A3.1 Exterior Elevations and Building Section

Exhibit G – Sheet A6.1 Door/Window Schedule

Exhibit H – Streetscape

Exhibit I – Vicinity Map

Exhibit J – Site Photographs

Exhibit K – LMC § 15-4-7 Accessory Apartment

327 WOODSIDE RESIDENCE

REMODEL/ADDITION

327 WOODSIDE AVENUE PARK CITY, UTAH 84060

CONSULTANTS

ARCHITECTURAL
JONATHAN DEGRAY
P.O. BOX 1674
614 MAIN STREET SUITE 302
PARK CITY, UTAH 84060
TEL. (435) 646-7263
FAX. (435) 646-7263
EMAIL: degrayarch@qwestoffice.net

LEGEND

	BRICK & STONE		OFFICE
	EARTH		ROOM NUMBER
	CONCRETE		FLOOR, POINT ELEV.
	CONCRETE MASONRY UNIT		CENTER LINE
	STEEL (LARGE SCALE)		ROUND, DIA.
	RIGID INSULATION		CHANNEL
	ROUGH WOOD		ANGLE
	BLOCKING		DETAIL
	ALUMINUM (LARGE SCALE)		SECTION CUT, DETAIL
	GRAVEL		BUILDING SECTION
	FINISHED WOOD		KEYED NOTES
	BATT OR BLOWN INSULATION		WINDOW TYPE
	PLASTER, SAND, GROUT, MORTAR		DOOR NUMBER
	STEEL (SMALL SCALE)		REVISION
	BITUMINOUS PAVING		INTERIOR WALL ELEV.
	PLYWOOD		WALL TYPE
	GYPSUM BOARD		

CODE ANALYSIS

<p>APPLICABLE CODES</p> <p>2012 IRC 2012 IRC 2012 IPC 2012 IMC 2011 NEC 2012 IFBC 2012 IBCC 2012 IPC</p> <p>OCCUPANCY: R2</p> <p>CONSTRUCTION TYPE: VB BUILDING TO BE FIRE SPRINKLED: CONTRACTOR TO PROVIDE APPROVALS PRIOR TO INSTALLATION.</p>	<p>BACKFLOW PREVENTERS (3 TOTAL)</p> <p>1. LAWN SPRINKLER SYSTEM 2. BOILER 3. FIRE SPRINKLER SYSTEM</p> <p>DEFERRED SUBMITTALS</p> <p>1. PREFAB FIREPLACES & GAS LOG 2. RADIANT HEAT SUBMITTAL 3. FIRE SPRINKLER SUBMITTAL 4. HEATING & COOLING EQUIPMENT 5. BOILER OR FURNACE 6. STEAM SHOWER 7. HVAC LOAD CALCULATIONS 8. HVAC DUCT SYSTEMS 9. ROOF DECK SYSTEM INSTALLATION INSTRUCTIONS. 10. GAS PIPING SYSTEM.</p>																																
<p>AREA CALCULATIONS</p> <table border="1"> <thead> <tr> <th></th> <th>EXISTING</th> <th>NEW</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr> <td>GARAGE LEVEL</td> <td>281</td> <td>461</td> <td>742</td> </tr> <tr> <td>MAIN LEVEL</td> <td>826</td> <td>684</td> <td>1510</td> </tr> <tr> <td>UPPER LEVEL</td> <td>654</td> <td>600</td> <td>1254</td> </tr> <tr> <td>ATTIC LEVEL</td> <td>80</td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td>1841</td> <td>1745</td> <td>3586</td> </tr> </tbody> </table>		EXISTING	NEW	TOTAL	GARAGE LEVEL	281	461	742	MAIN LEVEL	826	684	1510	UPPER LEVEL	654	600	1254	ATTIC LEVEL	80			TOTAL	1841	1745	3586	<p>ACCESSORY AREA CALCULATIONS</p> <table border="1"> <thead> <tr> <th></th> <th>NET SQ/FT</th> </tr> </thead> <tbody> <tr> <td>GARAGE LEVEL</td> <td>341</td> </tr> <tr> <td>MAIN LEVEL</td> <td>268</td> </tr> <tr> <td>TOTAL</td> <td>609</td> </tr> </tbody> </table>		NET SQ/FT	GARAGE LEVEL	341	MAIN LEVEL	268	TOTAL	609
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INDEX TO DRAWINGS

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ARCHITECTURAL		
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4	AB.1	ARCHITECTURAL SITE PLAN
5	AL.1	BASMENT LEVEL PLAN AND MAIN LEVEL PLAN
6	AL.2	UPPER LEVEL PLAN AND ATTIC LEVEL PLAN
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10	A6.1	DOOR, WINDOW AND ROOM SCHEDULES

ABBREVIATIONS

AC	AIR CONDITIONING	F.D.	FLOOR DRAIN	FR.	PAIR
ACUST.	ACOUSTICAL	FND	FOUNDATION	R.D.	ROOF DRAIN
ADD.	ADDENDUM	FIN	FINISH	REG.	REGULAR
ADJ.	ADJUSTABLE	FLR.	FLOOR	R.S.	ROUGH SAWN
ALLOW.	ALLOWANCE	F.R.	FIRE RATED	RAD.	RADIUS
ALUM.	ALUMINUM	FTG.	FOOTING	RENF.	REINFORCING
APPROX.	APPROXIMATE	G.	GAS	REQD.	REQUIRED
B.D.	BOARD	GL	GALVANIZED IRON	REV.	REVISION
B.U.	BUILT-UP	GA	GALV.	RM.	ROOM
B.W.	BOTH WAYS	GALV.	GALVANIZED	R.O.	ROUGH OPENING
B.D.G.	BUILDING	CRD.	CRATE	SE & R	SELF AND ROD
B.L.C.	BLOCK	G.W.B.	GYP/WALL BOARD	S.C.	SOLID CORE
B.R.C.	BRICK	GL.B.	GLASS BEAM	SCHED.	SCHEDULE
C.I.	CAST IRON	H.S.	HOBBS	SECT.	SECTION
C.J.	CONCRETE JOINT	HD.	HEAD	SIM.	SIMILAR
C.M.U.	CONCRETE MASONRY UNIT	H.M.	HOLLOW METAL	SP.	SPECIFICATION
C.L.G.	CEILING	HOR.	HORIZONTAL	STD.	STANDARD
COL.	COLUMN	INT.	INTERIOR	STR.	STRUCTURAL
COMP.	COMPOSITE	IRIG.	IRRIGATION	SYS.	SYSTEM
CONC.	CONCRETE	INSUL.	INSULATION	T & B	TOP AND BOTTOM
CONSTR.	CONSTRUCTION	JAMB.	JAMB	T & G	TONGUE AND GROOVE
CONTR.	CONTRACTOR	JOINT	JOINT	T.O.	TOP OF
CONT.	CONTINUOUS	JNT.	JOINTURE RESISTANT	T.O.P.	TOP OF WALL
D.F.	DRINKING FOUNTAIN/DOUGLAS FIR	M.R.	MANUFACTURER	TYP.	TYPICAL
DIA.	DIAMETER	MACH.	MACHINERY	T.S.	STEEL TUBE COLUMN
DIM.	DIMENSION	MACH.	MACHINERY	UN.C.	UNLESS NOTED OTHERWISE
DN.	DOWN	MCHL.	MECHANICAL	VERT.	VERTICAL
DWG.	DRAWING	MEMUM.	MEMORANDUM	VENT.	VENT TERRACE
DTL.	DETAIL	NEW	NEW	VENT.	VENT TERRACE
BA.	BACH	N.C.	NOT IN CONTRACT	W.	WOOD
BT	BATH	N.C.S.	NOT TO SCALE	WD.	WOOD
E.F.S.	EXHAUST FAN	N.C.S.	NOT TO SCALE	W.	WITH
EXT.	EXT. INSUL. FINISH SYSTEM	O.C.	ON CENTER	W.P.	WATERPROOF
EJ.	EXPANSION JOINT	O.D.	OUTSIDE DIAMETER	W.R.	WATER RESISTANT
E.E.C.	ELECTRICAL	OPFD.	OPENING	W.H.	WATER HEATER
ELEV.	ELEVATION	P.F.W.D.	PLYWOOD	W.S.	WATER STOPPING
EQ.	EQUAL	PNT.	PAINT	W.W.F.	WELDED WIRE FABRIC
EXP.	EXPANSION TANK	PNTD.	PAINTED	W.W.M.	WOVEN WIRE MESH
EXT.	EXTERIOR				

GENERAL NOTES

- THIS DESIGN IS AN ORIGINAL UNPUBLISHED WORK AND MAY NOT BE DUPLICATED, PUBLISHED AND/OR USED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT/ENGINEER.
- SHEETS - LISTED BY DRAWING INDEX, ALL ACCOMPANYING SPECIFICATIONS FOR MATERIALS, WORKMANSHIP QUALITY, AND NOTES HAVE BEEN PREPARED SOLELY FOR THE CONSTRUCTION AND PHASE OF PROJECT IMPROVEMENTS, COMPLETION AND READY FOR OCCUPANCY AND USE.
- ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH PERTINENT JURISDICTIONAL CODES, RESTRICTIONS, COVENANTS, AND/OR ORDINANCES. ANY CONFLICT BETWEEN DESIGN AND REQUIREMENT SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING.
- ANY AND ALL PROPOSED CHANGE, MODIFICATIONS AND/OR SUBSTITUTION SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING.
- IN THE EVENT OF CONFLICT BETWEEN THE DESIGN DOCUMENTS AND/OR JURISDICTIONAL REQUIREMENTS, THE MORE RESTRICTIVE FROM THE STANDPOINT OF SAFETY AND PHYSICAL SECURITY SHALL APPLY.
- ANY INSTALLATION, FINISH, OR COMPONENT INTENDED TO PROVIDE ENCLOSED, WEATHER ABILITY OR APPEARANCE QUALITY SHALL BE PRODUCED AS A REPRESENTATIVE SAMPLE PRIOR TO PROCEEDING WITH COMPLETION. WORK PERFORMED WITHOUT WRITTEN APPROVAL OF SUCH SAMPLE BY THE ARCHITECT/ENGINEER SHALL BE DONE AT THE RISK OF THE CONTRACTOR. A MINIMUM OF TWO (2) WORKING DAYS NOTICE SHALL BE GIVEN.
- ALL WORK SHALL BE INSPECTED BY GOVERNING AGENCIES IN ACCORDANCE WITH THEIR REQUIREMENTS. JURISDICTIONAL APPROVAL SHALL BE SECURED BEFORE PROCEEDING WITH WORK.
- BUILDING DESIGN IS GENERALLY PREDICATED UPON PROVISIONS OF THE 2012 IRC AND AMENDMENTS AS MAY HAVE BEEN LOCALLY ENACTED. ALL REQUIREMENTS OF THE JURISDICTIONAL FIRE SAFETY/PREVENTION DISTRICT SHALL BE ACCOMMODATED BY THE DESIGN AND ANY CONSEQUENT CONSTRUCTION.
- ALL 2/5 LB. GAS PIPE SYSTEM METER SETS REQUIRES PRIOR APPROVAL FROM QUESTAR GAS COMPANY. PROVIDE A LETTER FROM QUESTAR APPROVING SYSTEM.
- ALL FIELD WELDING OR TORCH WORK, WILL REQUIRE A SEPARATE "HOT WORK" PERMIT PRIOR TO BEGINNING WORK. IPC 105.6.11

Jonathan DeGray
Architect

327 WOODSIDE RESIDENCE
REMODEL/ADDITION
327 WOODSIDE AVENUE
PARK CITY, UTAH 84060

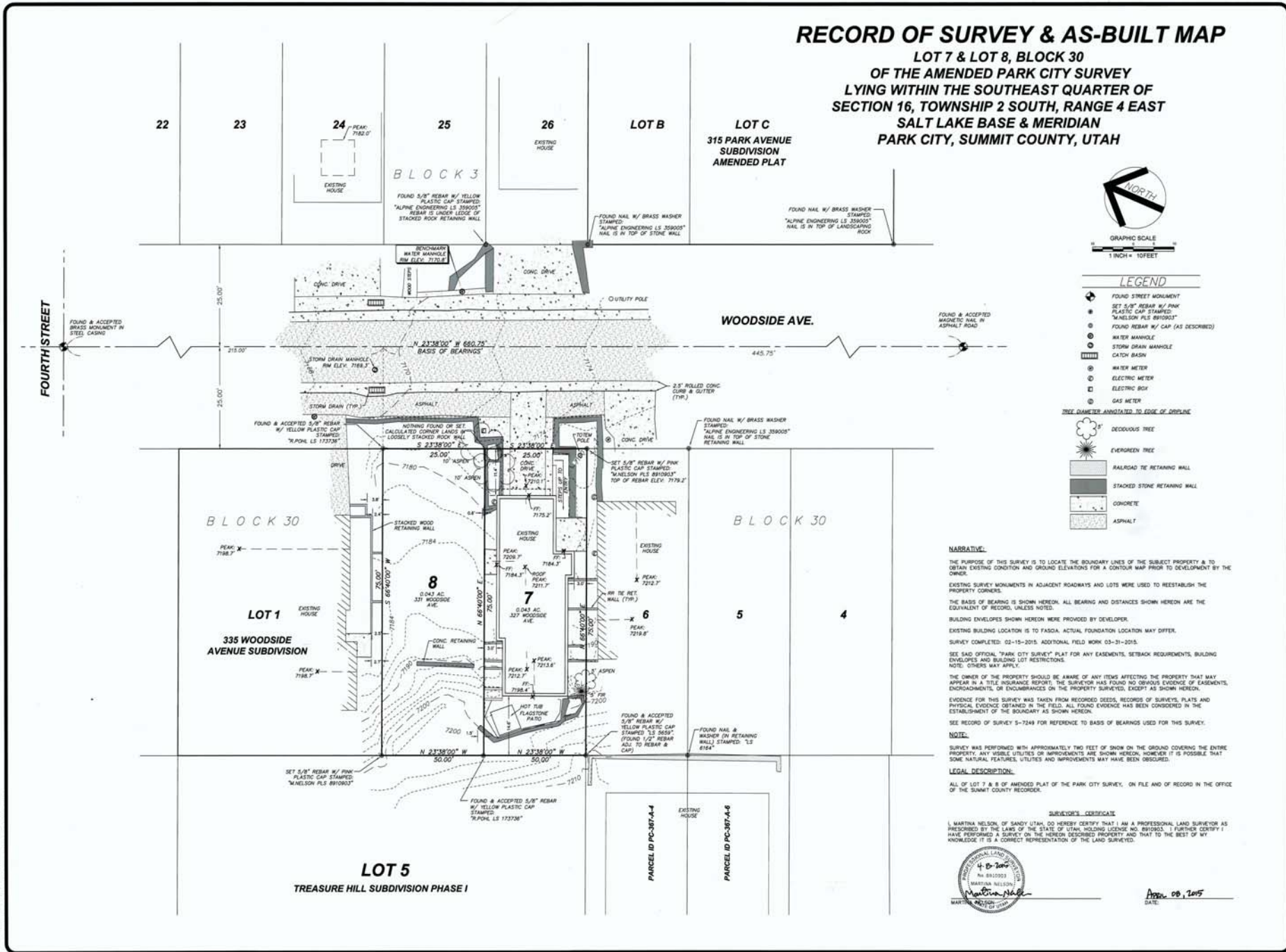
COVER SHEET

DATE: OCTOBER 08, 2015

DATE: JULY 15, 2015

PROJECT NUMBER: 1506-02

SHEET NUMBER: Aa



Park City Surveying
 P.O. Box 603949
 Park City, UT 84306
 (435) 839-2188
 (435) 839-1651 fax

DATE	BY	REVISIONS

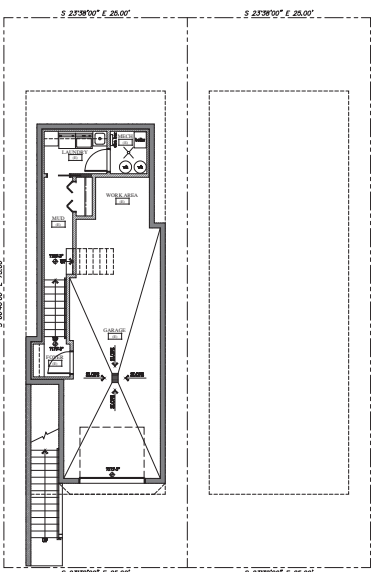
SURVEYED BY: MN/SC
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 DATE: APRIL 2015

FOR: JILL LESH

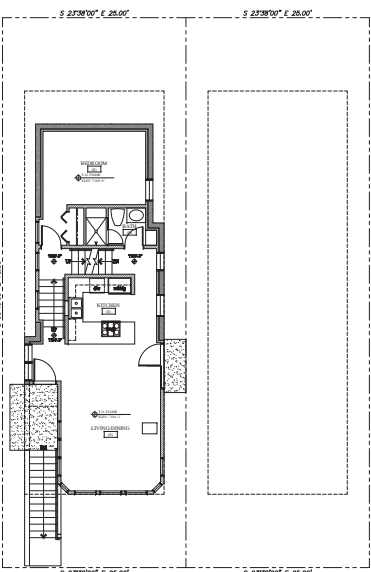
RECORD OF SURVEY & AS-BUILT MAP
LOTS 7 & 8, BLOCK 30
AMENDED PLAT OF THE PARK CITY SURVEY
 PLOT: 327 WOODSIDE ROS-ASB

SHEET 1 OF 1

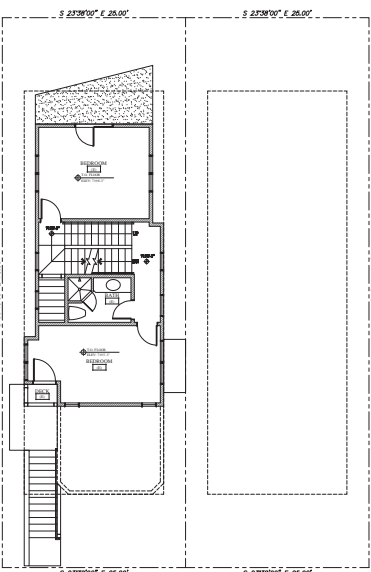
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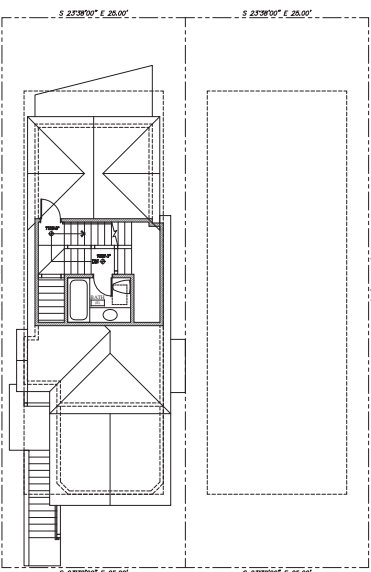
GARAGE LEVEL PLAN
SCALE: 1/4" = 1'-0"



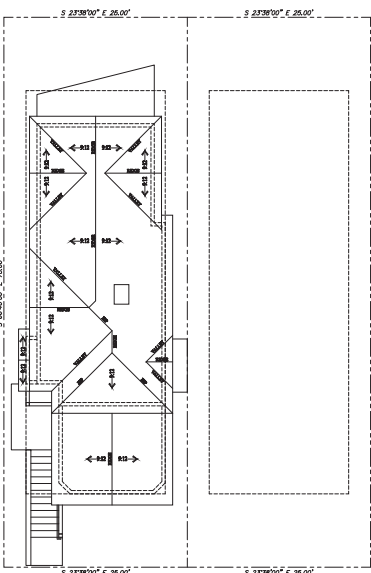
MAIN LEVEL PLAN
SCALE: 1/4" = 1'-0"



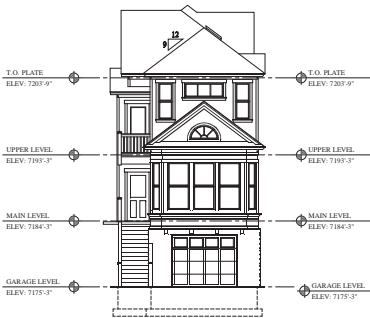
UPPER LEVEL PLAN
SCALE: 1/4" = 1'-0"



ATTIC LEVEL PLAN
SCALE: 1/4" = 1'-0"



ROOF PLAN
SCALE: 1/4" = 1'-0"



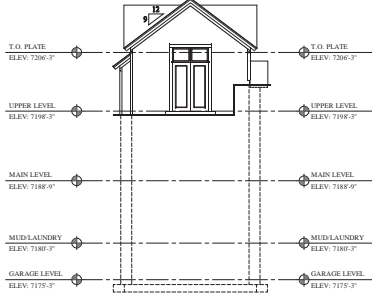
1 EAST ELEVATION
AB.1 SCALE: 1/4" = 1'-0"



3 NORTH ELEVATION
AB.1 SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION
AB.1 SCALE: 1/4" = 1'-0"



4 WEST ELEVATION
AB.1 SCALE: 1/4" = 1'-0"

WALL LEGEND

- EXISTING CONCRETE WALL
- EXISTING OR FRAMED WALL
- INDICATES EXISTING
- INDICATES NEW

ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION

KEY NOTES

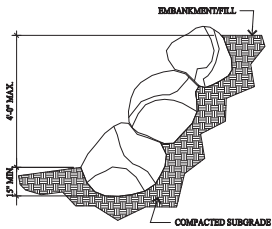
- 1) 2x4 STUDS @ 16" O.C.
- 2) 1x12 VERTICAL PLANE - HISTORIC
- 3) 1x HORIZ. LAP SIDING - NON-HISTORIC
- 4) VAIRS, GYPSUM BOARD, LATH & PLASTER
- 5) BATT INSULATION @ EXTERIOR WALLS
- 6) 1/2" GYPSUM BOARD
- 7) STACKED STONE WALL - HISTORIC
- 8) GAS METER
- 9) ELECTRICAL METER
- 10) 1" CMU WALL - NON HISTORIC
- 11) 1x HARDWOOD FLOORING ON HISTORIC 2x4 FLOOR JOISTS @ 24" O.C.
- 12) STACKED STONE REMAINING WALL
- 13) 2x7 CEILING AND CUTTER
- 14) ASPHALT SHINGLES OVER ROOF MEMBRANE OVER PLYWOOD OVER HISTORIC 1x SHIP PLANK OVER 2x4 JOISTS @ 24" O.C.
- 15) HORIZONTAL (NON-HISTORIC) SIDING ON HISTORIC 1x12 VERTICAL PLANE ON 2x4 STUDS @ 24" O.C.
- 16) ALL ORIGINAL TIE ARCHED DOORS AND WINDOWS WERE REPLACED AFTER 1970.
- 17) ALL ORIGINAL DOORS AND WINDOWS WERE REPLACED AFTER 1970.
- 18) STACKED STONE WALL - HISTORIC
- 19) METAL ROOF OVER ROOF MEMBRANE OVER PLYWOOD OVER HISTORIC 1x SHIP PLANK OVER 2x4 JOISTS @ 24" O.C.
- 20) 1" CMU WALL - NON HISTORIC
- 21) WOOD STAIR AND RAILING
- 22) 1x12 T&G WOOD PLATE ON 1st HISTORIC FLOOR ON 2nd HISTORIC FLOOR JOISTS @ 24" O.C.

Jonathan DeGray
Architect
P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel: 435-646-7363, E-mail: deggrayarch@questnet.com

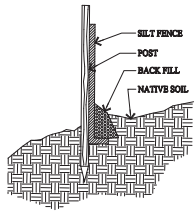
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PARK CITY, UTAH 84060

AS-BUILTS
PLANS AND ELEVATIONS

DATE: JULY 15, 2015
PROJECT NUMBER: 1506-02
SHEET NUMBER: AB.1



- NOTES:**
1. NOMINAL ROCK SIZE SHALL BE AT LEAST ONE THIRD THE HEIGHT OF THE EMBANKMENT (FIRST TWO COURSES).
 2. IN SANDY OR SILTY SOILS A FILTER FABRIC SHALL BE PLACED BEHIND THE ROCK FACED SLOPE.
 3. SLOPE MAY BE INCREASED TO 1 (H) TO 1 (V) IF HEIGHT OF EMBANKMENT IS LESS THAN 4 FEET.
 4. ROCK MUST BE ANGULAR AND FITTED TOGETHER TO INTERACT WITH ADJACENT ROCKS.
 5. A MINIMUM SETBACK OF FOUR FEET FROM BUILDINGS OR STRUCTURES SHALL BE MAINTAINED ABOVE OR BELOW THE ROCK FACED SLOPE.



1. SANDBAGS WILL BE PLACED AT DISCHARGE LOCATIONS TO CONTAIN AND DIVERT STORM WATER THROUGH STRAW BALES.
2. AN EARTHEN BERM 6" HIGH WILL BE CONSTRUCTED TO CONTAIN THE STORM WATER AND DIVERT IT TO DISCHARGE AREAS.
3. STORM WATER WILL BE DISCHARGED INTO AN EXISTING DRAINAGE SYSTEM. EXISTING LINES SHALL BE INSPECTED PRIOR TO CERTIFICATE OF OCCUPANCY AND CLEANED IF NECESSARY.
4. THE STORM WATER PREVENTION PLAN SHALL CONFORM TO ALL STATE DIVISION OF ENVIRONMENTAL PROTECTION REGULATIONS.

1 BOULDER RETAINING WALL
A0.1 1/8" SCALE

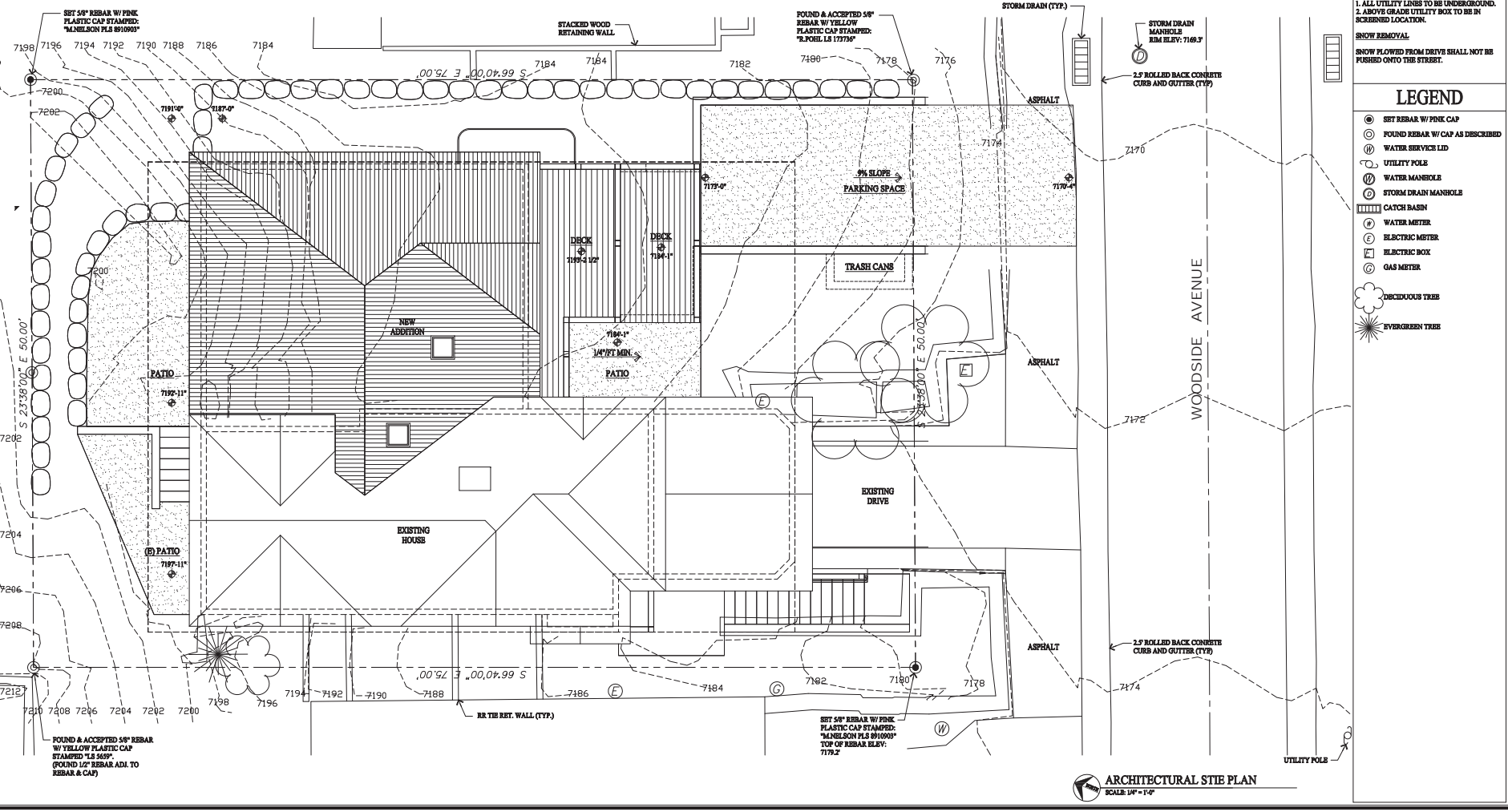
2 SILT FENCE SECTION
A0.1 1/8" SCALE

GENERAL NOTES

- SITE PLAN NOTES:**
1. ALL SURFACE WATER SHALL DRAIN AWAY FROM THE HOUSE AT ALL POINTS. DIRECT THE DRAINAGE WATER TO THE STREET OR AN APPROVED DRAINAGE COURSE BUT NOT ONTO THE NEIGHBORING PROPERTY. THE GRADE SHALL FALL A MINIMUM OF 6" WITHIN THE FIRST 10 FEET - IRC R401.3
- STABILIZATION CONSTRUCTION ENTRANCE:**
- FOR A MINIMUM OF 50' FROM ROADWAY, A FILTER FABRIC SHALL BE INSTALLED OVER A COMPACTED SUBGRADE. A 6" LAYER OF 1/2" AGGREGATE SHALL BE PLACED OVER THE MEMBRANE. DAILY INSPECTION FOR SEDIMENT BUILD UP AND/OR LOSS OF GRAVEL WILL BE ENFORCED, AND REMEDIATED AT ONCE.
- GRADING NOTES:**
1. DRAINAGE TO COMPLY WITH IRC CHAPTER 4
 2. MAXIMUM ALTERED SLOPES AT 2:1
 3. MINIMUM SLOPE FOR DRAINAGE = 2%
 4. DRAIN AWAY FROM BUILDING
 5. CONTAIN DRAINAGE ON PROPERTY
 6. BOULDER RETAINING WALLS NOT TO EXCEED 4'-6" EXPOSED HEIGHT
- UTILITY NOTES:**
1. ALL UTILITY LINES TO BE UNDERGROUND.
 2. ABOVE GRADE UTILITY BOX TO BE IN SCREENED LOCATION.
- SNOW REMOVAL:**
- SNOW FLOWED FROM DRIVE SHALL NOT BE FISHED ONTO THE STREET.

LEGEND

- SET REBAR W/ PINK CAP
- FOUND REBAR W/ CAP AS DESCRIBED
- ⊕ WATER SERVICE LID
- ⊕ UTILITY POLE
- ⊕ WATER MANHOLE
- ⊕ STORM DRAIN MANHOLE
- ⊕ CATCH BASIN
- ⊕ WATER METER
- ⊕ ELECTRIC METER
- ⊕ ELECTRIC BOX
- ⊕ GAS METER
- ☁ OBSCIDIOUS TREE
- ☀ EVERGREEN TREE



Jonathan DeGray
Architect
P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel: 435-646-7963, E-mail: degrayarch@msuoffice.net

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REMODEL/ADDITION
327 WOODSIDE AVENUE
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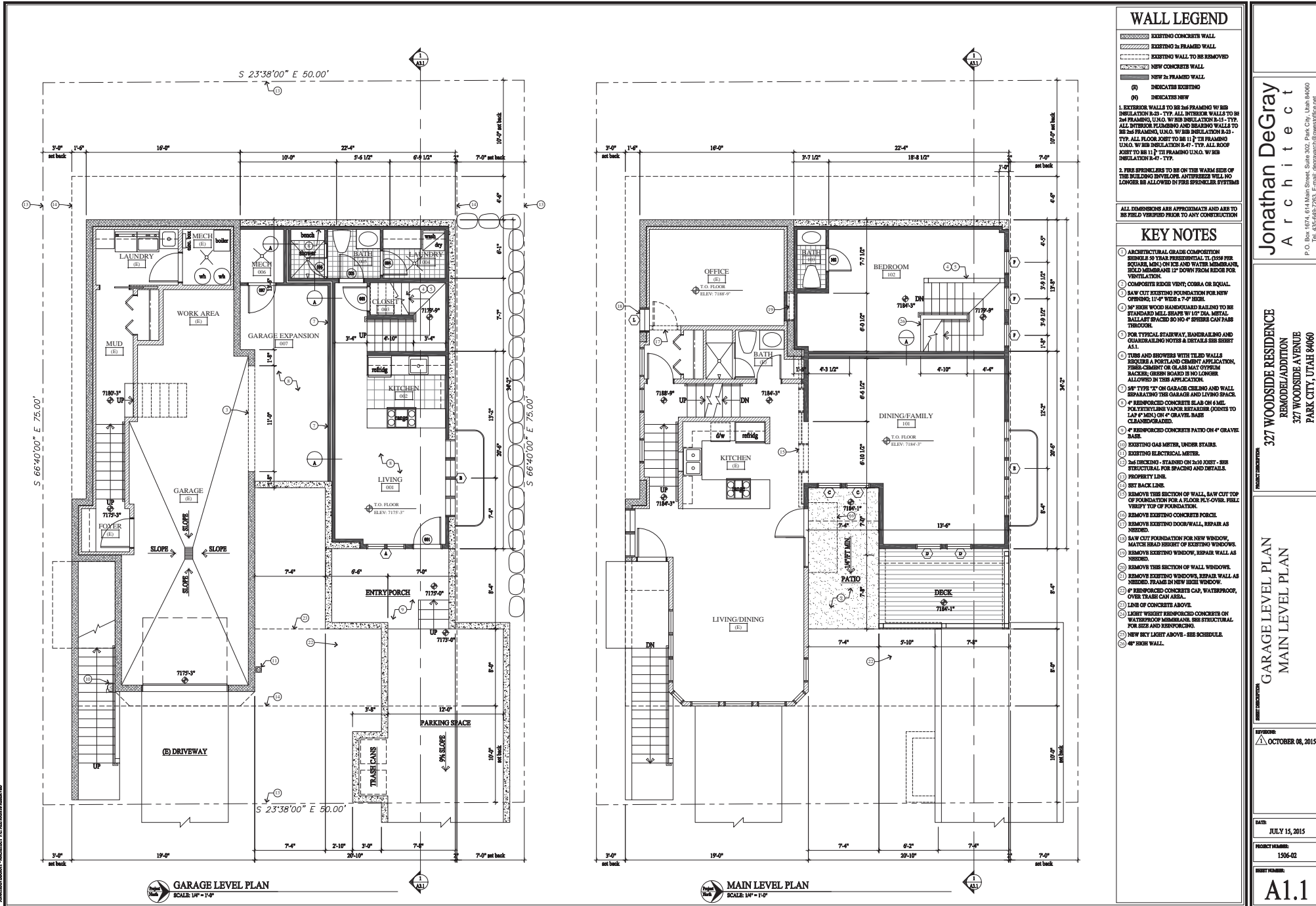
ARCHITECTURAL SITE PLAN

DATE: OCTOBER 08, 2015

DATE: JULY 15, 2015

PROJECT NUMBER: 1506-02

SHEET NUMBER: A0.1



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Architect

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GARAGE LEVEL PLAN
MAIN LEVEL PLAN

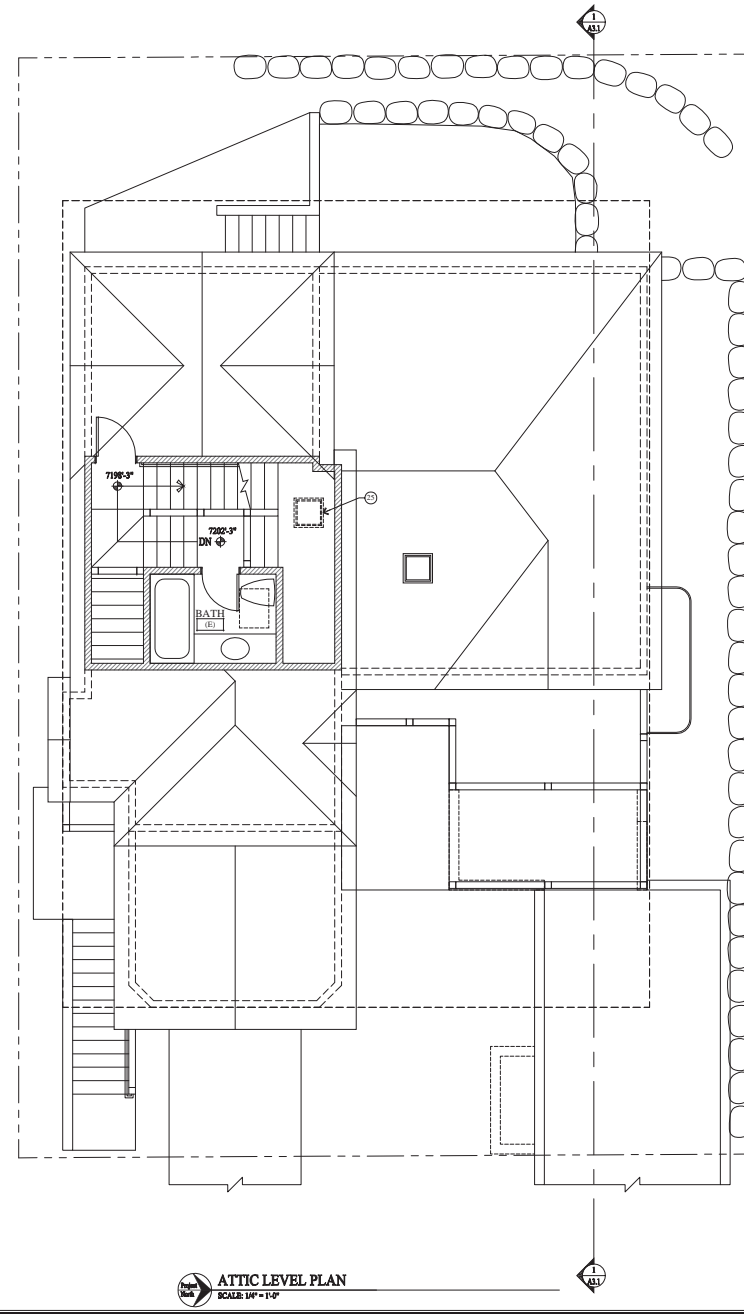
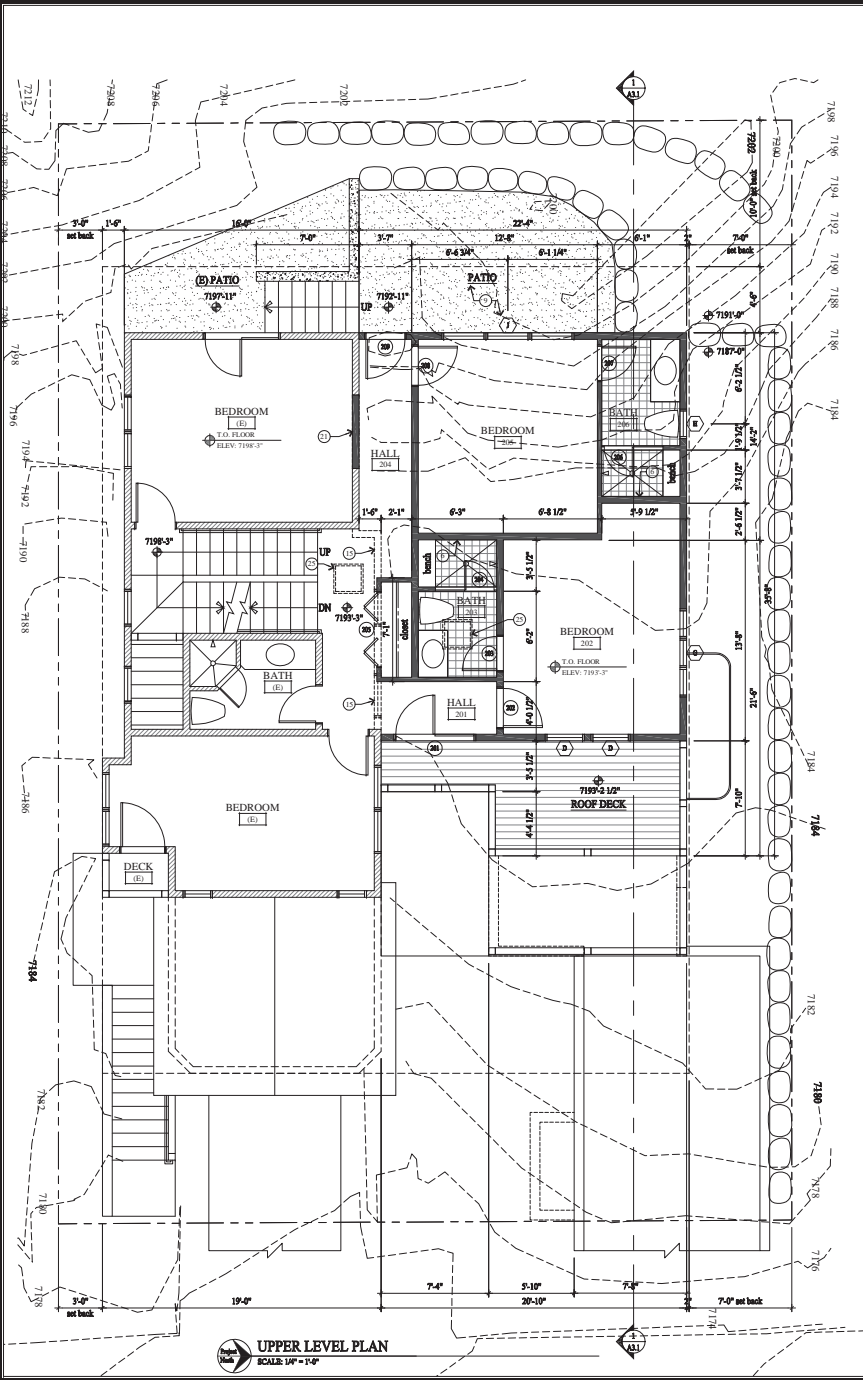
DATE: OCTOBER 08, 2015

DATE: JULY 15, 2015

PROJECT NUMBER: 1506-02

SHEET NUMBER: A1.1

THE ARCHITECT, CONTRACTOR, AND OTHERS WHO PREPARE THESE DRAWINGS AND SPECIFICATIONS SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THEM BY THE CLIENT AND FOR THE PROTECTION OF THE PUBLIC INTEREST. THE ARCHITECT'S LIABILITY SHALL BE LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HERSELF AND SHALL NOT BE EXTENDED TO THE CONTRACTOR'S NEGLIGENCE OR TO THE NEGLIGENCE OF ANY OTHER PARTY. THE ARCHITECT'S LIABILITY SHALL NOT BE EXTENDED TO THE CONTRACTOR'S NEGLIGENCE OR TO THE NEGLIGENCE OF ANY OTHER PARTY. THE ARCHITECT'S LIABILITY SHALL NOT BE EXTENDED TO THE CONTRACTOR'S NEGLIGENCE OR TO THE NEGLIGENCE OF ANY OTHER PARTY.



WALL LEGEND

- EXISTING CONCRETE WALL
 - EXISTING WALL TO BE REMOVED
 - NEW CONCRETE WALL
 - NEW 5/8 FRAMING WALL
 - (E) INDICATES EXISTING
 - (N) INDICATES NEW
1. EXTERIOR WALLS TO BE 2x6 FRAMING W/ WB INSULATION R-13 - TYP. ALL INTERIOR WALLS TO BE 2x4 FRAMING U.I.O. W/ WB INSULATION R-13 - TYP. ALL INTERIOR FRAMING AND BEARING WALLS TO BE 2x6 FRAMING U.I.O. W/ WB INSULATION R-23 - TYP. ALL FLOOR JOIST TO BE 11" TYP FRAMING U.I.O. W/ WB INSULATION R-47 - TYP. ALL ROOF JOIST TO BE 11" TYP FRAMING U.I.O. W/ WB INSULATION R-47 - TYP.
2. FIRE SPRINKLERS TO BE ON THE WARM SIDE OF THE BUILDING ENVELOPE. ANTIFREEZES WILL NO LONGER BE ALLOWED IN FIRE SPRINKLER SYSTEMS.

KEY NOTES

1. ARCHITECTURAL GRADE COMPOSITION SHALL BE 50 YEAR PRESIDENTIAL 7.1 (1509 PER SCALAR) AND ON TOP AND WATER MEMBRANE SHALL REMAIN 12" DOWN FROM RIDGE FOR VENTILATION.
2. COMPOSITE RIDGE VENT, COMB OR EQUAL. 11" WIDE 7'-0" HIGH.
3. 5/8" RIGID WOOD SHANKED BALING TO BE STANDARD HELL SHIPS W/ 1/2" DIA. METAL BALLS SPACED 30" NO 4" SPIRES CAN PASS THROUGH.
4. FOR TYPICAL STAIRWAY, HANDRAILING AND GUARDRAILING NOTES & DETAILS SEE SHEET A5.1.
5. TUBS AND SHOWERS WITH TILED WALLS REQUIRE A PORTLAND CEMENT APPLICATION, FIBER CEMENT OR GLASS MATT OVER MASONRY. GREEN BOARD IS NO LONGER ALLOWED IN THIS APPLICATION.
6. 5/8" TYPE 2" X ON GARAGE CEILING AND WALL SEPARATING THE GARAGE AND LIVING SPACE.
7. 4" REINFORCED CONCRETE SLAB ON 6" H.S. POLYETHYLENE VAPOR BARRIER (JOINTS TO LAP 4" MIN) ON 4" GRAVEL BASE CLEANED/SEALED.
8. 4" REINFORCED CONCRETE PATIO ON 4" GRAVEL BASE.
9. EXISTING GAS METER, UNDER STAIRS.
10. EXISTING ELECTRICAL METER.
11. 2x6 BRCKING - STAINED ON 2x10 JOIST - SEE STRUCTURAL FOR SPACING AND DETAILS.
12. PROPERTY LINE.
13. SET BACK LINES.
14. REMOVE THIS SECTION OF WALL, SAW CUT TOP OF FOUNDATION FOR A FLOOR PL- OVER. FIELD VERIFY TOP OF FOUNDATION.
15. REMOVE EXISTING CONCRETE PORCH.
16. REMOVE EXISTING DOOR/WALL, REPAIR AS NEEDED.
17. SAW CUT FOUNDATION FOR NEW WINDOW, MATCH HEAD HEIGHT OF EXISTING WINDOWS.
18. REMOVE EXISTING WINDOW, REPAIR WALL AS NEEDED.
19. REMOVE THIS SECTION OF WALL WINDOWS.
20. REMOVE EXISTING WINDOWS, REPAIR WALL AS NEEDED. FRAMES IN NEW SIZED WINDOW.
21. 4" REINFORCED CONCRETE C.A., WATERPROOF, OVER TRASH CAN AREA.
22. LIME OF CONCRETE ABOVE.
23. LIME WOODS REINFORCED CONCRETE ON WATERPROOF MEMBRANE. SEE STRUCTURAL FOR SIZE AND REINFORCING.
24. NEW BKT LIGHT ABOVE - SEE SCHEDULE.
25. 4" BRK WALL.

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 Architect

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UPPER LEVEL PLAN
 ATTIC LEVEL PLAN

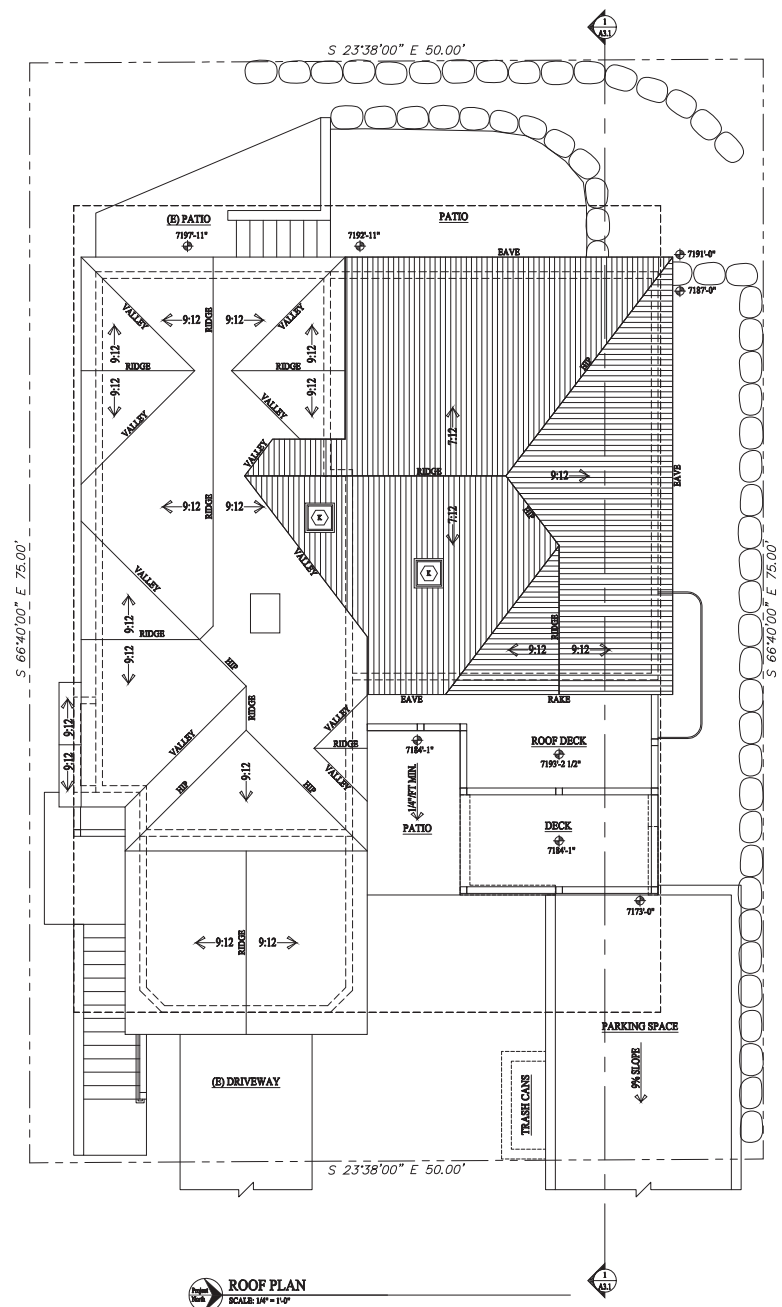
DATE: OCTOBER 08, 2015

DATE: JULY 15, 2015

PROJECT NUMBER: 1506-02

SHEET NUMBER: A1.2

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WALL LEGEND

- EXISTING CONCRETE WALL
 - EXISTING 2x FRAMED WALL
 - EXISTING WALL TO BE REMOVED
 - NEW CONCRETE WALL
 - NEW 2x FRAMED WALL
 - (E) INDICATES EXISTING
 - (N) INDICATES NEW
1. EXTERIOR WALLS TO BE 2x FRAMING W/ INSULATION R-23 - TYP. ALL INTERIOR WALLS TO BE 2x FRAMING U.N.O. W/ INSULATION R-15 - TYP. ALL INTERIOR FILLING AND BOARDING WALLS TO BE 2x FRAMING U.N.O. W/ INSULATION R-23 - TYP. ALL FLOOR JOIST TO BE 11\"/>

2. FIRE SPRINKLERS TO BE ON THE WARM SIDE OF THE BUILDING ENVELOPE. INTERSEES WILL NO LONGER BE ALLOWED IN FIRE SPRINKLER SYSTEMS.

ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION

KEY NOTES

1. ARCHITECTURAL GRADE COMPOSITION: SINGLE 2\"/>
- 2. COMPOSITE RIDGE VENT, COMB OR EQUAL.
- 3. SAW CUT EXISTING FOUNDATION FOR NEW OPENING, 11\"/>
- 4. 2x 8\"/>
- 5. FOR TYPICAL STAIRWAY, HANDRAILING AND GUARDRAILING NOTES & DETAILS SEE SHEET A5.1.
- 6. TUBS AND SHOWERS WITH TILED WALLS REQUIRE A PORTLAND CEMENT APPLICATION, FIBER CEMENT OR GLASS MATT OVER MACKER, GREEN BOARD IS NO LONGER ALLOWED IN THIS APPLICATION.
- 7. 5\"/>
- 8. 4\"/>
- 9. 4\"/>
- 10. EXISTING GAS METER, UNDER STAIRS.
- 11. EXISTING ELECTRICAL METER.
- 12. 2x6 BRCKING - STAINED ON 2x10 JOIST - SEE STRUCTURAL FOR SPACING AND DETAILS.
- 13. SET BACK LENS.
- 14. REMOVE THIS SECTION OF WALL, SAW CUT TOP OF FOUNDATION FOR A FLOOR FLY-OVER. FIELD VERIFY TOP OF FOUNDATION.
- 15. REMOVE EXISTING DOOR/WALL, REPAIR AS NEEDED.
- 16. SAW CUT FOUNDATION FOR NEW WINDOW, MATCH HEAD HEIGHT OF EXISTING WINDOWS.
- 17. REMOVE EXISTING WINDOW, REPAIR WALL AS NEEDED.
- 18. REMOVE THIS SECTION OF WALL WINDOWS.
- 19. REMOVE EXISTING WINDOWS, REPAIR WALL AS NEEDED. FRAMES IN NEW SIDE WINDOW.
- 20. 4\"/>
- 21. 1\"/>
- 22. 4\"/>
- 23. NEW RCT LIGHT ABOVE - SEE SCHEDULE.
- 24. 4\"/>

ROOF PLAN
SCALE: 1/4" = 1'-0"

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Architect

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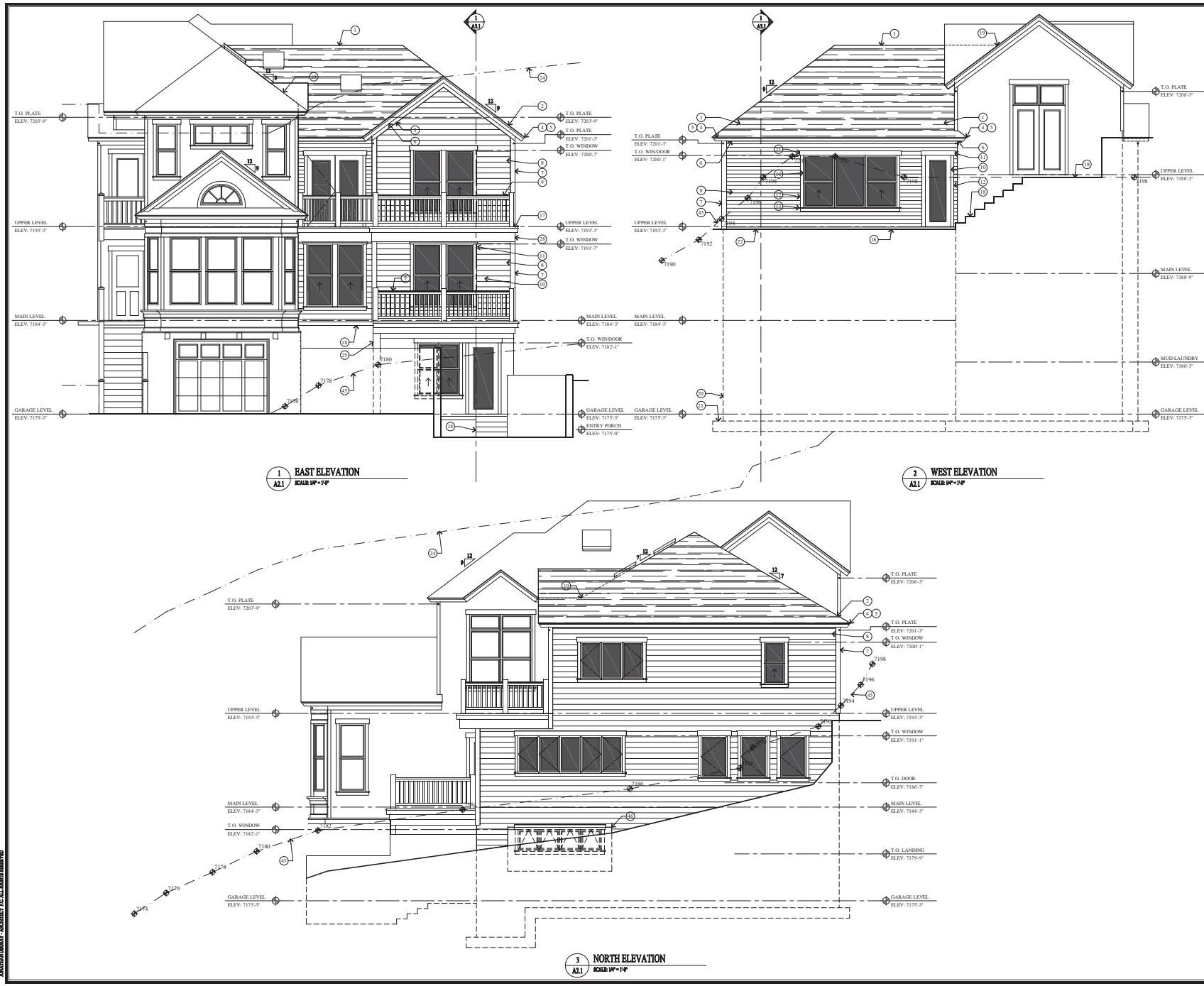
ROOF PLAN

DATE: JULY 15, 2015

PROJECT NUMBER: 1506-02

A1.3

Exhibit F – Sheets A2.1 & A3.1 Exterior Elevations and Building Section



KEY NOTES

- 1 COMPOSITE RIDGE VENT; CORNA OR EQUAL.
- 2 ARCHITECTURAL GRADE COMPOSITE W/ SHINGLES 30 YEAR RESIDENTIAL TL, 0.559 PER SQUARE INCH ON ICE AND WATER MEMBRANE BEHIND MEMBRANE 1" DOWN FROM RIDGE.
- 3 2x6 TRIM BOARD - STAINED (MATCH EXISTING).
- 4 1x4 FASCIA - STAINED (MATCH EXISTING).
- 5 1 1/2" x 3" CONTINUOUS METAL DRAIN EDGE.
- 6 2x6 TRUSS JOIST - STAINED W/ CONTINUOUS 60/20 VENT.
- 7 2x4 CEDAR OUTSIDE CORNER BOARD, (MATCH EXISTING) 2x2 CEDAR INSIDE CORNER BOARD - STAINED.
- 8 1x4 CEDAR REVEALED LAF SIDING (MATCH EXISTING) ON TYPICAL BOWTIE/RAIL ON 1/2" EXT. SERRATIONS.
- 9 3/4" RAILING - 2x2 SHAPED TOP RAIL ON 2x3 W/ 2x2 BALLAST SPACED LESS THAN 4" W/ 2x3 BOTTOM RAIL.
- 10 WOOD ALUMINUM GLAZED WINDOWS AND DOORS W/ 1" INSULATED GLASS - SEE SCHEDULE.
- 11 2x4 WINDOW/DOOR JAMB - STAINED, (MATCH EXISTING).
- 12 1x4" STUCCO ON 2x4 WINDOW SILL - STAINED, (MATCH EXISTING).
- 13 6x4 OULIM - STAINED.
- 14 STONE SILL TO MATCH EXISTING.
- 15 STONE VENEER TO MATCH EXISTING - SEE SHEET B.11 GENERAL STRUCTURAL NOTE FOR INSTALLATION.
- 16 2x4 DECKING ON 2x2 TAPERED SLEEPERS ON XING. TRIM ON 3/4" EXTENDED FLYWOOD ON 2x4 TAPERED JOIST @ 16" O.C.
- 17 REINFORCED CONCRETE STAIR/POOR/PATIO ON 4" GRAVEL BASE CLEAN/DRAINAGE - SEE STRUCTURAL FOR REINFORCING.
- 18 REMOVE EXISTING ROOF WHERE NEW ROOF OCCURS - SEE STRUCTURAL FOR SIZES AND DETAILS.
- 19 FOUNDATION - SEE STRUCTURAL FOR SIZES AND REINFORCING.
- 20 FOOTING - SEE STRUCTURAL FOR SIZES AND REINFORCING.
- 21 FINISH GRADE TO SLOPE AWAY FROM HOUSE A MIN. 6" IF WITHIN 10' DIST. IF 10' WALL.
- 22 BOLLER RETAINING WALL.
- 23 12x6 27'-6" HEIGHT ABOVE EXISTING GRADE.
- 24 CONCRETE RETAINING WALL - SEE STRUCT. FOR SIZES AND REINFORCING.
- 25 ARCHITECTURAL GRADE OILS - STAINED - SEE STRUCTURAL FOR SIZES AND DETAILS.
- 26 ROOF TO WALL SURFACES, EXISTING DETAILS MEMBRANE OVER ROOF JOIST & 1" WALL SURFACE 24".
- 27 2x6 TRIM BOARD - STAINED.
- 28 RAFTER TAIL @ EACH ROOF JOIST, SEE STRUCTURAL FOR JOIST SIZE AND BRACING.
- 29 ALL LUMBER IN CONTACT WITH CONCRETE OR MASONRY INCLUDING LOGS AND FURRING WALLS MUST BE PRESERVATIVELY TREATED OR FOUNDATION GRADE REDWOOD.
- 30 COPPER FLASHING.
- 31 1 1/2" GYPCRETE W/ HYDRAULIC HEATING ON 3/4" PLYWOOD ON FLOOR JOIST - SEE STRUCTURAL FOR SIZES AND BRACING.
- 32 1/2" GYPSUM BOARD ON PA MEMBRANE (SMART VAPOR RETARDER) AT ROOF TRUSS/JOIST.
- 33 MEDICANE HOLD DOWN AT EACH RAFTER/JOIST OR SIMON PFA.
- 34 3/4" EXTERIOR SERRATIONS ON ROOF JOIST - SEE STRUCTURAL FOR SIZES AND BRACING.
- 35 1/2" GYPSUM BOARD ON 1/2" POLYETHYLENE VAPOR RETARDER AT FLOOR JOIST AND EXTERIOR WALLS.
- 36 2x4 TYPICAL GYPSUM BOARD ON GARAGE CEILING AND WALL SEPARATING THE GARAGE AND LIVING SPACE.
- 37 FREE BLOCK STUD SPACES AT ROOF, FLOOR AND CEILING JOIST LINES, AT 16" FT. VERTICALLY AND HORIZONTALLY, AND AT ANY OTHER LOCATIONS NOT SPECIFICALLY MENTIONED WHICH COULD AFFORD PASSAGE FOR FLAMES - (IC 506.11)
- 38 TREATED WOOD SILL PLATE W/ 1/2" ANCHOR BOLTS BRIDGED INTO CONCRETE, SPACED 22" O.C. UNCL. ON PLANE, PLATE WARRIERS SMALL 7/8"x1/4" AND USED ON EACH BOLT; SEE STRUCTURAL REBAR WALL SCHEDULE.
- 39 6" PERZ. DRAIN PIPE WRAPPED IN FILTER FABRS IN 18" OF FREE DRAINING GRAVEL, TIED INTO OTHER DRAIN.
- 40 DRAINAGE MATT ON WATERPROOF MEMBRANE.
- 41 2" RIGID INSULATION, R-14 MIN.
- 42 STONE SUPPORT; 3/4"x3/4" CONTINUOUS ANGLE W/ 2" DIA. BOLT BOLTS @ 3' SPACING @ 3/4" O.C. WITH MASTIC, AROUND ANGLE & BOLT @ 3" DIA. W/EP SOL @ 3" O.C.
- 43 4" REINFORCED CONCRETE SLAB ON 4" M.M. POLYETHYLENE VAPOR RETARDER (JOINTS TO LAPPED 6" MIN ON 4" GRAVEL BASE CLEAN/DRAINAGE) - SEE STRUCT. FOR REINFORCING.
- 44 EXISTING GRADE LINE.
- 45 2x2-FAB WINDOW WELL.

Jonathan DeGray
Architect

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327 WOODSIDE AVENUE
PARK CITY, UTAH 84400

EXTERIOR ELEVATIONS

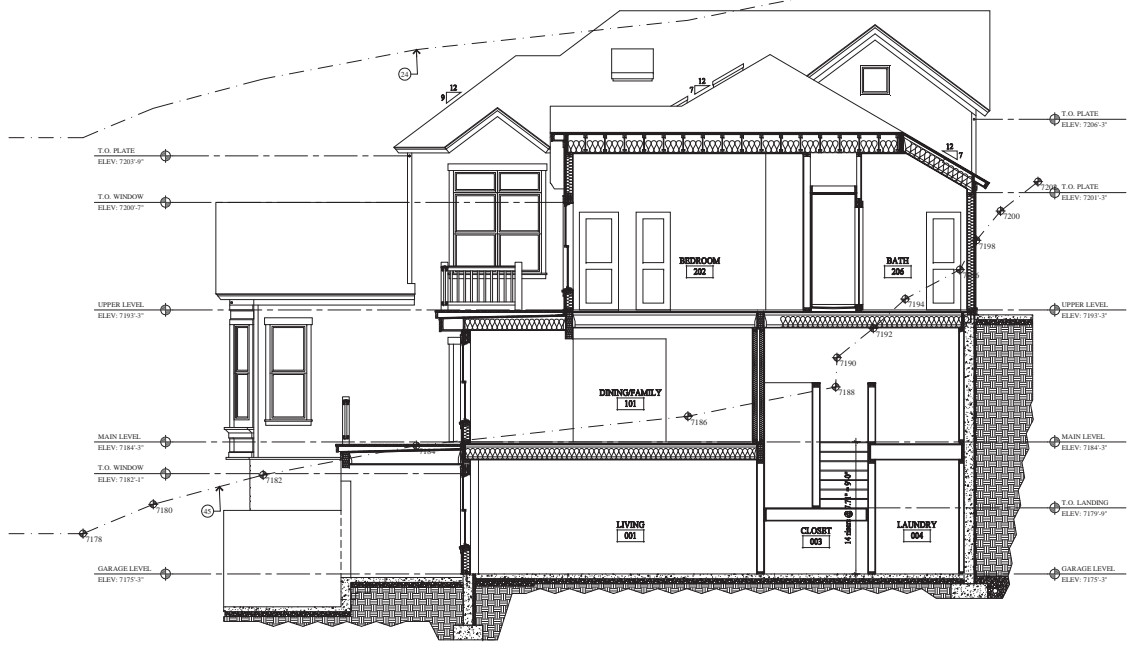
DATE: JULY 15, 2015
PROJECT NUMBER: 1506-02
SHEET NUMBER: A2.1

P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84400
Tel. 435-646-7263, E-mail: degrayarchitect@gmail.com

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2 SOUTH ELEVATION
SCALE 1/8" = 1'-0"



1 BUILDING SECTION
SCALE 1/8" = 1'-0"

KEY NOTES

- 1 COMPOSITE RIDGE VENT; CORNER OR EQUAL.
- 2 ARCHITECTURAL GRADE COMPOSITION
- 3 30 YEAR RESIDENTIAL TL 059 PER SHINGLE MAN ON ICE AND WATER MEMBRANE BOLD MEMBRANE 1" DOWN FROM RIDGE.
- 4 2x6 TRIM BOARD - STAINED (MATCH EXISTING).
- 5 1x6 FASCIA - STAINED (MATCH EXISTING).
- 6 1 1/2" x 3" CONTINUOUS METAL Drip Edge.
- 7 2x6 CEDAR ROOFIT - STAINED W/ CONTINUOUS 6000T VENT.
- 8 2x4 CEDAR OUTSIDE CORNER BOARD, (MATCH EXISTING) 2x2 CEDAR INSIDE CORNER BOARD - STAINED.
- 9 1x4 CEDAR REVELED 1x4 SIDING (MATCH EXISTING) ON 1" VIKEL BOMBWRAP ON 1/2" EXT. SENSATION.
- 10 3/8" IRON RAILING: 2x4 SHAPED TOP RAIL ON 2x3 W/ 2x2 BALLAST BRACED LESS THAN 4" W/ 2x3 BOTTOM RAIL.
- 11 WOOD ALUMINUM CLAD WINDOWS AND DOORS W/ 1" INSULATED GLASS - SEE SCHEDULE.
- 12 2x4 WINDOW/DOOR HEAD - PAINTED W/ METAL FLASHING. (MATCH EXISTING).
- 13 2x4 WINDOW/DOOR JAMB - STAINED. (MATCH EXISTING).
- 14 1x4" STOOL ON 2x4 WINDOW SILL - STAINED. (MATCH EXISTING).
- 15 6x4 COLUMNS - STAINED.
- 16 STONE SILL TO MATCH EXISTING.
- 17 STONE VENEER TO MATCH EXISTING - SEE SHEET 011 GENERAL STRUCTURAL NOTE FOR INSTALLATION.
- 18 2x6 DECKING ON 2x TAPERED SLEEPS ON KIDS' BRIM ON 3/4" EXTERIOR FLYWOOD ON 2x12 LAPPED JOIST @ 16" O.C.
- 19 REINFORCED CONCRETE STEPS/FORCING ON 4" GRAVEL BASE CLEAN/DRAINED - SEE STRUCTURAL FOR REINFORCING.
- 20 REMOVE EXISTING ROOF WHERE NEW ROOF OCCURS - SEE STRUCTURAL FOR SIZES AND DETAILS.
- 21 FOUNDATION - SEE STRUCTURAL FOR SIZES AND REINFORCING.
- 22 FOOTING - SEE STRUCTURAL FOR SIZES AND REINFORCING.
- 23 FINISH GRADE TO SLOPE AWAY FROM HOUSE A MIN. OF 4" WITHIN THE REST OF THE 100' R-1.
- 24 BRICKER RETAINING WALL.
- 25 12x6 27'-6" HEIGHT ABOVE EXISTING GRADE.
- 26 CONCRETE RETAINING WALL - SEE STRUCT. FOR SIZES AND REINFORCING.
- 27 ARCHITECTURAL GRADE OLS - STAINED - SEE STRUCTURAL FOR SIZES AND DETAILS.
- 28 ROOF TO WALL SURFACES EXISTING DETACHED MEMBRANE OVER ROOF DECK & 1" WALL SURFACE 2".
- 29 2x6 RAFTER TIE @ EACH ROOF JOIST. SEE STRUCTURAL FOR JOIST SIZES AND BRACING.
- 30 ALL LUMBER IN CONTACT WITH CONCRETE OR MASONRY INCLUDING LOGGERS AND FURRING WALLS MUST BE PRESERVATIVELY TREATED OR FOUNDATION GRADE REDWOOD.
- 31 COPPER FLASHING.
- 32 1 1/2" GYPCRETE W/ HYDRAULIC HEATING ON 3/4" PLYWOOD ON FLOOR JOIST - SEE STRUCTURAL FOR SIZES AND BRACING.
- 33 1/2" GYPSUM BOARD ON PA MEMBRANE (SMART VAPOR BARRIER) AT ROOF TRUSS/JOIST.
- 34 MEMBRANE BOLD DOWN AT EACH RAFTER/TIE OR SIMON P/A.
- 35 3/4" EXTERIOR SHEATHING ON ROOF JOIST - SEE STRUCTURAL FOR SIZES AND BRACING.
- 36 1/2" GYPSUM BOARD ON 1/2" POLYETHYLENE VAPOR BARRIER AT FLOOR JOIST AND EXTERIOR WALLS.
- 37 5/8" TYPE "X" GYPSUM BOARD ON GARAGE CEILING AND WALL SEPARATING THE GARAGE AND LIVING SPACE.
- 38 FINE BLOCK STUD BRACES AT ROOF, FLOOR AND CEILING JOIST LATER, AT 18" FT. VERTICALLY AND HORIZONTALLY, AND AT ANY OTHER LOCATIONS NOT SPECIFICALLY MENTIONED WHICH COULD AFFORD PASSAGE FOR FLAMES - SEC 1506.11.
- 39 TREATED WOOD SILL PLATE W/ 1x4 ANCHOR BOLTS BRACED 1" INTO CONCRETE. BRACED 2" O.C. ON PLANE. PLATE WARRIERS SHALL 2"x12"x4" AND USED ON EACH BOLT. SEE STRUCTURAL BRICK WALL SCHEDULE.
- 40 6" PERZ. DRAIN PIPE WRAPPED IN FILTER FABR IN 18" OF FREE DRAINING GRAVEL TIED INTO OTHER DRAIN.
- 41 DRAINAGE MATT ON WATERPROOF MEMBRANE @ 2" RIGID INSULATION, R-14 MIN.
- 42 STONE SUPPORT: 3"x6"x6" CONTINUOUS ANGLE W/ 1/2" DIA. BOLT BOLTS @ 3' BARRING @ 36" O.C. WITH MASTIC. ANCHOR ANGLE & BOLT @ 1/2" DIA. W/ EP BOLT @ 36" O.C.
- 43 4" REINFORCED CONCRETE SLAB ON 4 MIL POLYETHYLENE VAPOR BARRIER (JOINTS TO LAPPED 6" MIN ON 4" GRAVEL BASE CLEAN/DRAINED - SEE STRUCT. FOR REINFORCING).
- 44 EXISTING GRADE LINE.

Jonathan DeGray
Architect
P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel: 435-646-7263, E-mail: deggrayarch@questnet.net

327 WOODSIDE RESIDENCE
REMODEL/ADDITION
327 WOODSIDE AVENUE
PARK CITY, UTAH 84060

SOUTH ELEVATION
BUILDING SECTION

DATE: OCTOBER 08, 2015

DATE: JULY 15, 2015

PROJECT NUMBER: 1506-02

SHEET NUMBER: A3.1

Exhibit G – Sheet A6.1 Door/Window Schedule

WINDOW SCHEDULE									
MARK ①	SIZE		TYPE	FRAME MATERIAL	EXTERIOR FINISH	INTERIOR FINISH	GLAZING	REMARKS	
	WIDTH	HEIGHT							
A	6"	24"	DOUBLE HINGE	WOOD ALUM CLAD	MANUFACTURE	STAIN & VARNISH	INSULATED - LOW E - TEMP	(1) 24" x 6" DOUBLE HINGE MELLID	
B	6"	24"	SLINGING	WOOD ALUM CLAD	MANUFACTURE	STAIN & VARNISH	INSULATED - LOW E - TEMP	(2) 24" x 6" SLINGING MELLID	
C	24"	6"	DOUBLE HINGE	WOOD ALUM CLAD	MANUFACTURE	STAIN & VARNISH	INSULATED - LOW E - TEMP		
D	24"	6"	DOUBLE HINGE	WOOD ALUM CLAD	MANUFACTURE	STAIN & VARNISH	INSULATED - LOW E - TEMP		
E	18"	24"	SLINGING	WOOD ALUM CLAD	MANUFACTURE	STAIN & VARNISH	INSULATED - LOW E - TEMP	(1) 24" x 18" CHAMFER MELLID	
F	24"	6"	SLINGING	WOOD ALUM CLAD	MANUFACTURE	STAIN & VARNISH	INSULATED - LOW E - TEMP		
G	24"	6"	SLINGING	WOOD ALUM CLAD	MANUFACTURE	STAIN & VARNISH	INSULATED - LOW E - TEMP	(1) 24" x 6" CHAMFER MELLID	
H	24"	6"	DOUBLE HINGE	WOOD ALUM CLAD	MANUFACTURE	STAIN & VARNISH	INSULATED - LOW E - TEMP		
I	6"	24"	DOUBLE HINGE	WOOD ALUM CLAD	MANUFACTURE	STAIN & VARNISH	INSULATED - LOW E - TEMP	(1) 24" x 6" DOUBLE HINGE MELLID TO BACK SIDE OF (1) 24" x 6" PICTURE	
J	24"	6"	SLINGING	WOOD ALUM CLAD	MANUFACTURE	STAIN & VARNISH	INSULATED - LOW E - TEMP		
K	24"	6"	SLINGING	WOOD ALUM CLAD	MANUFACTURE	STAIN & VARNISH	INSULATED - LOW E - TEMP		
L	24"	6"	DOUBLE HINGE	WOOD ALUM CLAD	MANUFACTURE	STAIN & VARNISH	INSULATED - LOW E - TEMP		

WINDOW NOTES									
1. ALL WINDOWS OPENINGS TO BE FIELD VERIFIED BY CONTRACTOR BEFORE INSTALLATION.									
2. GLAZING IN HAZARDOUS LOCATION IS REQUIRED TO BE GLAZED WITH SAFETY MATERIAL. IRC SECTION R308.3 AND R308.4.									
3. ALL WINDOWS IN BATHROOMS MUST BE TEMPERED GLASS.									
4. TEMPERED GLASS SHALL BE PROVIDED IN FRAMELESS GLASS DOORS, GLASS IN DOORS, GLASS WITHIN A 24" ARC OF DOORS, GLAZING LESS THAN 40" ABOVE A WALKING SURFACE THAT IS WITHIN 4 FEET STAIRS, OR GLAZING WITHIN 4 FEET OF SPAC OR POLES, CERTAIN FIXED PANELS, AND SIMILAR GLAZED OPENINGS SUBJECT TO HUMAN IMPACT. IRC R308.									
5. EGRESS WINDOWS: FINISH SILL HT. MIN 44" FROM FLOOR MIN. CLEAR OPENING OF 5.7 S/F MIN NET CLEAR OPENING 20" WIDTH AND 24" HT.									
6. ALL WINDOWS TO HAVE A MIN. U-VALUE OF .31									

ROOM FINISH SCHEDULE										
ROOM NO.	NAME	FLOOR			WALLS			CEILING		REMARKS
		MATL.	BASE	NORTH	EAST	SOUTH	WEST	HEIGHT	MATL.	
GARAGE LEVEL										
01	LIVING	CHESET	WOOD	OTF	OTF	OTF	OTF			
02	KITCHEN	TELS	WOOD	OTF	OTF	OTF	OTF			
03	CLOSET	CHESET	WOOD	OTF	OTF	OTF	OTF			
04	LAUNDRY	TELS	WOOD	OTF	OTF	OTF	OTF			
05	BATH	TELS	WOOD	OTF	OTF	OTF	OTF			
06	HALL	CHESET	WOOD	OTF	OTF	OTF	OTF			
07	GARAGE/ANNEXION	CHESET	WOOD	OTF	OTF	OTF	OTF			
MAIN LEVEL										
08	DINING/FAMILY	WOOD	WOOD	OTF	OTF	OTF	OTF			
09	BEDROOM	CHESET	WOOD	OTF	OTF	OTF	OTF			
10	BATH	TELS	TELS	OTF	OTF	OTF	OTF			
UPPER LEVEL										
11	HALL	CHESET	WOOD	OTF	OTF	OTF	OTF			
12	BEDROOM	CHESET	WOOD	OTF	OTF	OTF	OTF			
13	BATH	TELS	TELS	OTF	OTF	OTF	OTF			
14	HALL	CHESET	WOOD	OTF	OTF	OTF	OTF			
15	BEDROOM	CHESET	WOOD	OTF	OTF	OTF	OTF			
16	BATH	TELS	TELS	OTF	OTF	OTF	OTF			

DOOR SCHEDULE									
MARK ①	TYPE	SIZE		DOOR MATERIAL	DOOR FINISH	FRAME MATERIAL	FRAME FINISH	HD/WR TYPE	REMARKS
		WIDTH	HEIGHT						
GARAGE LEVEL									
01	FRIBCK	2'-0"	6'-0"	1 3/4"	WOOD/GLASS	STAIN & VARNISH	WOOD	STAIN & VARNISH	LOCKSET
02	STYL & BAL	2'-0"	6'-0"	1 3/4"	WOOD	STAIN & VARNISH	WOOD	STAIN & VARNISH	PANORAMA
03	STYL & BAL	2'-0"	6'-0"	1 3/4"	WOOD	STAIN & VARNISH	WOOD	STAIN & VARNISH	PANORAMA
04	STYL & BAL	2'-0"	6'-0"	1 3/4"	WOOD	STAIN & VARNISH	WOOD	STAIN & VARNISH	PANORAMA
05	STYL & BAL	2'-0"	6'-0"	1 3/4"	WOOD	STAIN & VARNISH	WOOD	STAIN & VARNISH	PANORAMA
06	HIBCK	2'-0"	6'-0"	1 3/4"	GLASS	GLASS	GLASS	GLASS	TEMP - HING GLASS ENCLOSURE
07	STYL & BAL	2'-0"	6'-0"	1 3/4"	WOOD	STAIN & VARNISH	WOOD	STAIN & VARNISH	PANORAMA
MAIN LEVEL									
08	STYL & BAL	2'-0"	6'-0"	1 3/4"	WOOD	STAIN & VARNISH	WOOD	STAIN & VARNISH	PANORAMA
UPPER LEVEL									
09	TERRACE	2'-0"	6'-0"	1 3/4"	WOOD/GLASS	STAIN & VARNISH	WOOD	STAIN & VARNISH	LOCKSET
10	STYL & BAL	2'-0"	6'-0"	1 3/4"	WOOD	STAIN & VARNISH	WOOD	STAIN & VARNISH	PANORAMA
11	STYL & BAL	2'-0"	6'-0"	1 3/4"	WOOD	STAIN & VARNISH	WOOD	STAIN & VARNISH	PANORAMA
12	SHOWER	2'-0"	6'-0"	1 3/4"	GLASS	GLASS	GLASS	GLASS	TEMP - HING GLASS ENCLOSURE
13	STYL & BAL	2'-0"	6'-0"	1 3/4"	WOOD	STAIN & VARNISH	WOOD	STAIN & VARNISH	PANORAMA
14	HIBCK	2'-0"	6'-0"	1 3/4"	GLASS	GLASS	GLASS	GLASS	TEMP - HING GLASS ENCLOSURE
15	STYL & BAL	2'-0"	6'-0"	1 3/4"	WOOD	STAIN & VARNISH	WOOD	STAIN & VARNISH	PANORAMA
16	STYL & BAL	2'-0"	6'-0"	1 3/4"	WOOD	STAIN & VARNISH	WOOD	STAIN & VARNISH	PANORAMA
17	FRIBCK	2'-0"	6'-0"	1 3/4"	WOOD/GLASS	STAIN & VARNISH	WOOD	STAIN & VARNISH	LOCKSET

DOOR NOTES									
1. ALL DOOR OPENINGS TO BE FIELD VERIFIED BY CONTRACTOR BEFORE INSTALLATION.									
2. ALL DOORS TO BE 1 3/4" SOLID CORE UNLESS NOTED OTHERWISE.									
3. ALL SHOWER DOORS AND GLASS SHOWER ENCLOSURES SHALL BE TEMPERED GLASS. IRC SECTION R308.3 AND R308.4.									
4. FRENCH PATIO/TERRACE DOORS TO BE SUPPLIED BY WINDOW MANUFACTURE TO HAVE A U-VALUE OF .31 MINIMUM.									
5. AUTOMATIC GARAGE DOOR OPENERS SHALL BE TESTED IN ACCORDANCE WITH UL325 - IRC 309.4.									

Jonathan DeGray
 Architect
 P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84000
 Tel: 435-646-7963, E-mail: deggrayarch@jonathandegrays.com

327 WOODSIDE RESIDENCE
 REMODEL/ADDITION
 327 WOODSIDE AVENUE
 PARK CITY, UTAH 84060

DOOR, WINDOW AND ROOM SCHEDULES

DATE: OCTOBER 08, 2015
 DATE: JULY 15, 2015
 PROJECT NUMBER: 1506-02
 SHEET NUMBER: **A6.1**

Exhibit H – Streetscape



327 WOODSIDE

STREETSCAPE - PROPOSED
NO SCALE

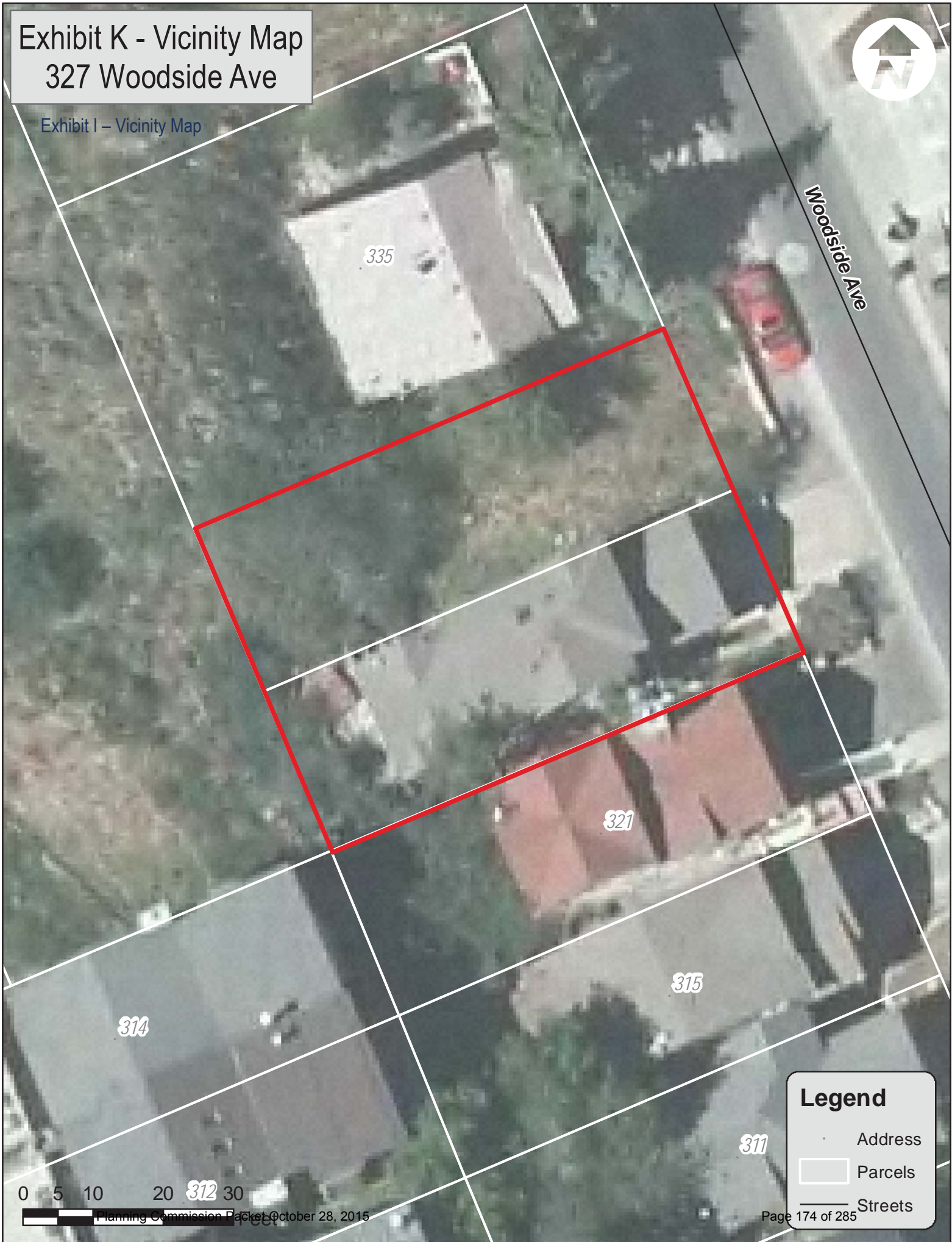


327 WOODSIDE

STREETSCAPE - EXISTING
NO SCALE

Exhibit K - Vicinity Map 327 Woodside Ave

Exhibit I - Vicinity Map



Legend

- Address
- Parcels
- Streets



3/9/2015



RECEIVED
 MAR 10 2015
 PARK CITY

03/09/2015

3/9/2015



Lot 8

03/09/2015

5/10/2015



03/08/2015

MAR 10 2015
 PARK CITY
 PLANNING DEPT

3/9/2015



House on Lot 7

Lot 8

03/09/2015

5/10/2015



3/10/2015



PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 4 - Supplemental Regulations
15-4- 5

Guest Houses may be attached or detached from the main house and may not be sold or leased separate from the main house. Prior to Building Permit or Certificate of Occupancy issuance, a deed restriction “Notice to Purchaser” stating that the Guest House may not be sold or leased separate from the main house, shall be recorded at the County Recorders Office.

(Amended by Ord. No. 06-22)

15-4 - 7. ACCESSORY APARTMENTS.

Accessory Apartments are subject to the following criteria:

(A) **CRITERIA FOR USE.**

(1) **SIZE.** Accessory Apartments may be no more than one third (1/3) of the dwelling size, shall be limited to a maximum floor Area of 1,000 square feet and shall be no less than 400 square feet with no more than two (2) Bedrooms. An Accessory Apartment may not increase the floor Area of a Structure over the maximum floor Area as specified in the Land Management Code or Subdivision approval.

(2) **PARKING.** One (1) Parking Space per Bedroom must be provided in addition to the existing requirement for the primary residence. Parking Spaces for Accessory Apartments need not be covered and may be provided in tandem subject to one of the

following criteria:

(a) One (1) Parking Space for an Accessory Apartment may be provided in tandem if the existing driveway length equals or exceeds twenty-five feet (25') as measured from the Property Line. Parking is permitted only within approved garages and on paved driveways.

(b) One (1) Parking Space for an Accessory Apartment may be provided in tandem in an effort to preserve existing Significant Vegetation and when all other parking alternatives are undesirable.

(c) **Historic District Zones.** One (1) tandem Parking Space, parking one vehicle behind another, for an Accessory Apartment proposed in any residential Historic District Zone may be provided when the Applicant has secured a Conditional Use permit and the Planning Commission has made the following findings:

(i) Tandem Parking will not create an undue hardship for the neighborhood.

(ii) Other parking options are less desirable than the proposed tandem space.

(iii) Reasonable efforts, such as automatic garage door openers, lease provisions and/or limitation of garage storage, have been made to encourage the Use of all Off-Street Parking.

(3) APARTMENTS PER LOT.

No more than one (1) Accessory Apartment may be located on a Lot.

(4) REQUIREMENTS FOR REVIEW. The Applicant for an Accessory Apartment must submit a floor plan, architectural elevations, and Site plan showing any proposed changes to the Structure or Site.

(5) DENSITY LIMITS. A permit for an Accessory Apartment may not be granted if more than three (3) of the homes within three hundred feet (300') of the Applicant's Property boundary contain other established Accessory Apartments. There may be no more than four (4) Accessory Apartments within a three hundred foot (300') radius.

(6) OWNERSHIP. One (1) unit, either the main Dwelling Unit or the Accessory Apartment shall be

occupied by the Owner of the Structure and the Accessory Apartment shall not be sold separately.

(7) DEED RESTRICTION. A deed restriction "Notice to Purchaser" must be filed with the County Recorder, which states:

"A permit for an Accessory Apartment was issued to _____, the current Owner of this Property on _____. This permit runs with the land and is automatically transferred to the new owner by the sale or Transfer of this Property, provided however, if the Use by the new Owner does not continue to comply with the conditions of approval, the permit may be invalidated by the Planning Department pursuant to Section 15-4-7(B)(1). Prospective purchasers should be advised that only one (1) unit on the Property may be rented; the other must be occupied by the Owner.

The Owner shall strictly adhere to all the conditions of approval and the prohibition of the rental of either Dwelling Unit for short term rentals of less than thirty (30) days.

(8) NIGHTLY RENTALS. If an Accessory Apartment permit is

granted, neither the main Dwelling Unit nor the Accessory Apartment may be rented for periods of time less than thirty (30) days.

(9) **HOMEOWNERS ASSOCIATION REGISTRATION AND NOTIFICATION.** All Accessory Apartments shall be subject to the Homeowners Association and notification requirements established in LMC Chapter 15-1-12 (E).

(B) **REGULATED USE REVIEW.** The Planning Department shall review Accessory Apartments in those zones where the Apartments are a Regulated Use. This includes all Zoning Districts where Accessory Apartments are an Allowed Use and not a Conditional Use. After submission of a complete Application and payment of the Application fee as established by the fee schedule, the Planning Department shall approve a permit if the requested Accessory Apartment complies with the criteria for Use in Section 15-4-7 (A), established herein. The Planning Department shall impose reasonable conditions to mitigate any impacts to the surrounding neighborhood.

(1) **PERMIT REVOCATION.** The Accessory Apartment permit may be revoked by the Planning Department for non-compliance with the criteria of this Chapter. The permittee may appeal the determination to the Board of Adjustment, which will evaluate the Planning Department's determination of permit non-compliance and decide

if permit revocation should occur.

(C) **CONDITIONAL USE REVIEW.** In those zones where Accessory Apartments are subject to a Conditional Use permit, the Planning Commission shall review the requested Use. After submission of a complete Application and payment of the Application fee as established by the fee schedule, the Planning Commission shall approve a permit if the requested Accessory Apartment complies with the criteria established in Section 15-4-7 (A) herein. In addition, prior to issuance of a Conditional Use permit, the Planning Commission shall determine that parking and other impacts as outlined in LMC Chapter 15-1-10 have been mitigated.

(1) **PERMIT REVOCATION.** The Accessory Apartment permit may be revoked by the Planning Department for non-compliance with the criteria of this Chapter and any additional conditions of approval. The permittee may appeal the determination to the Board of Adjustment, which will evaluate the Planning Department's determination of permit non-compliance and decide if permit revocation should occur.

(D) **EXISTING NON-CONFORMING ACCESSORY APARTMENTS.** Existing non-conforming Accessory Apartments may be approved by the Planning Department provided that the Accessory Apartment meets all of the criteria outlined in Section 15-4-7 (A). If the existing Accessory Apartment does not meet the criteria as specified, the Planning Commission shall review the Use. The Planning Commission

shall approve the request only if the following findings can be made:

- (1) The Apartment contains no more than two (2) Bedrooms;
- (2) One (1) Parking Space per Bedroom is provided for Use by the Accessory Apartment occupants. On-Street parking shall not be counted to fulfill parking requirements;
- (3) One (1) unit is Owner-occupied;
- (4) Impacts of the Use can be mitigated;
- (5) Neither Dwelling Unit is proposed to be rented for periods less than thirty (30) days; and
- (6) All significant impacts to the surrounding neighborhood are reasonably mitigated and continue to be mitigated.

(Amended by Ord. Nos. 06-22; 07-49)

15-4-8. GROUP CARE FACILITIES.

(A) **PURPOSE.** To ensure that Group Care Facilities do not have an adverse impact on the character of adjacent neighborhoods and to ensure that issues of public safety, traffic and parking are mitigated, permitting of these facilities is governed by the following regulations. The intent of these regulations is to locate such Group Care Facilities where the adjacent

Street system is sufficient to accommodate the traffic impacts generated by the Group Care Facilities; where the Site can accommodate adequate Off-Street parking; where the Structures are designed to be Compatible with the character of the adjacent neighborhood; and where the type of Use, activities, and services provided by the Group Care Facility are substantially consistent with the activities otherwise permitted in the district.

(B) **PERMIT REQUIRED.** All Group Care Facilities require a Conditional Use permit prior to occupancy. A business license and Certificate of Occupancy for the Group Care Facility is also required. No Certificate of Occupancy will be issued by the City for a Group Care Facility until the Applicant has submitted a valid license, or other appropriate authorization, or copy thereof, from a governmental agency having proper jurisdiction.

Family foster homes are exempt from these regulations.

Child Care homes and facilities are regulated in Section 15-4-9.

Elder Care homes are exempt from these regulations, provided that the maximum number of elderly Persons receiving care, protection and supervision in any such home shall not exceed eight (8) at any given time.

Dependent on the review criteria herein, the maximum permissible number of residents, excluding supervisors, is eight (8) in the R-1, HRC and HCB Zoning Districts; twelve (12) in the RCO, GC, and LI Zoning Districts; and six (6) in all other Districts

Planning Commission Staff Report



PLANNING DEPARTMENT

Application #: PL-15-02695
Subject: Intermountain Healthcare Hospital
Author: Kirsten Whetstone, Sr. Planner
Date: October 28, 2015
Type of Item: Master Planned Development Pre-application public hearing and discussion

Summary Recommendations

Staff recommends the Planning Commission discuss and provide input regarding the Pre-Master Planned Development application for proposed amendments to the Intermountain Health Care (IHC) Master Planned Development (MPD) and conduct a public hearing. Finding a Pre-MPD application meets the general purposes of the zone and "initially complies with the General Plan" does not indicate approval of the MPD Amendment application but allows an MPD Amendment application to be filed for further consideration. Staff requests direction and continuation to November 11, 2015.

Staff reports reflect the professional recommendation of the planning department. The Planning Commission, as an independent body, may consider the recommendation but should make its decisions independently.

Description

Applicant: IHC Hospital, Inc. represented by Morgan D. Busch
Location: 900 Round Valley Drive
Zoning District: Community Transition MPD (CT-MPD)
Adjacent Land Uses: Park City Recreation Complex, USSA training facility, US 40, and Round Valley open space
Reason for Review: Pre-Applications for MPD amendments require Planning Commission review and a finding of initial compliance with the Park City General Plan prior to submittal of a full Master Planned Development application.

Proposal

This is a request for review of a pre-MPD application for two amendments to the Intermountain Health Care Master Planned Development (aka Park City Medical Center) located at 900 Round Valley Drive. On September 21, 2015, the applicant submitted a revised application requesting pre-MPD review of two proposed amendments (Exhibit A):

1. Subdivision of Lot 8 into two lots, allocating 3.6 acres to Peace House and creating an open space lot (Lot 12) from the remaining 6.33 acres.
2. Inclusion of additional density up to the maximum allowed in the CT Zoning District (up to 3.0 units per acre) for non-residential uses by incorporating an additional 50,000 sf of Support Medical Offices into the MPD to be allocated to either Lot 1 or Lot 6, or some combination thereof.

Background

On February 18, 2015, the Planning Department received a Master Planned Development pre-Application meeting application and letter from the applicant describing various MPD Amendments contemplated by IHC (Exhibit A). The application was considered complete on February 18, 2015, and scheduled for a Planning Commission meeting on April 8, 2015. At the April 8, 2015 Planning Commission meeting a public hearing was held and the item was continued to a date uncertain to allow Staff additional time to address the requested amendments in more detail. No staff report was provided for the April 8th meeting and there was no discussion or public input.

On August 26, 2015, the Planning Commission (see Exhibit B) reviewed a revised pre-MPD application and took action on the following pre-MPD items:

1. A request to locate the Peace House on the eastern portion of Lot 8 as partial fulfillment of the affordable housing obligation for the Medical Campus.
2. Location of a Fire Station was deemed appropriate within the IHC MPD with a final location to be determined during the full MPD amendment process.
3. Various administrative clarifications to the findings of fact and conditions of approval of the First Amended MPD (October 8, 2014).
4. A Development Agreement, reflecting the Annexation Agreement and the First and Second MPD Amendments, will be prepared by the Planning Staff, ratified by the Planning Commission, and recorded at Summit County.

Two additional items were briefly discussed at the August 26th meeting. These items were continued to a date uncertain. These two items are the subject of this Staff report:

1. Subdivision of Lot 8 into two lots, allocating 3.6 acres to Peace House and creating an open space parcel or Lot from the remaining lot 6.33 acres.
2. Pursue additional density up to the maximum allowed in the CT Zoning District of 3.0 units per acre (for non-residential uses) by incorporating an additional 50,000 sf of Support Medical Offices into the MPD for either Lot 1 or Lot 6, or some combination thereof.

Background of IHC Annexation and MPD Approvals

The property consists of the 157 acre IHC/USSA/Burbidge Annexation approved by the City Council in 2006. The property is subject to the IHC/USSA/Burbidge Annexation (Development) Agreement recorded at Summit County on January 23, 2007 (Exhibit C). The Agreement describes conditions and parameters of the annexation and future development of the property. On May 23, 2007, the Planning Commission approved an application for the Intermountain Healthcare Hospital MPD (aka Park City Medical Center) as well as a Conditional Use Permit for Phase 1 construction. Phase 1 included a 122,000 square foot hospital building (with an additional 13,000 square feet of

constructed, unfinished shell space) with 50,000 square feet of Support Medical Offices. Phase 1 was constructed and certificates of occupancy were issued. The final unfinished shell space is currently being finished with an active building permit.

Two separate medical support buildings were proposed in the initial phase of development, including the Physician's Holding building on Lot 7 and the People's Health Center/ Summit County Health offices building on Lot 10 (both approximately 25,000 sf). These buildings have their own CUPs, are constructed, and certificates of occupancy have been issued. Additionally, the USSA Center of Excellence building was approved with a CUP and constructed utilizing all 85 unit equivalents allocated to Lot 3.

On November 25, 2008, a final subdivision plat known as the Subdivision Plat (Amended) for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility was approved and recorded at Summit County (Exhibit D).

On October 8, 2014, the Planning Commission approved a request for MPD amendments for Phase 2 construction. The 2014 MPD Amendments transferred a total of 50,000 sf of Support Medical Offices to Lot 1 from Lots 6 and 8 (25,000 sf each) to be incorporated within the Medical Center Building. A Conditional Use Permit for the Phase 2 addition to the Hospital building on Lot 1 was also approved on October 8, 2014 that included construction of this Support Medical Offices as an addition to the existing hospital building on Lot 1. Building permits were issued in late 2014 and construction of Phase 2 is underway.

Pre-Application process

A requirement for an amendment to a Master Planned Development is review of a pre-application by the Planning Commission at a public meeting and a determination of initial compliance with the Park City General Plan and the general purposes of the Zoning District (CT zone in this case). The Land Management Code (LMC 15-6-4(B)) describes the pre-Application process as follows:

At the pre-Application public meeting, the Applicant will have an opportunity to present the preliminary concepts for the proposed Master Planned Development. This preliminary review will focus on identifying issues of compliance with the General Plan and zoning compliance for the proposed MPD. The public will be given an opportunity to comment on the preliminary concepts so that the Applicant can address neighborhood concerns in preparation of an Application for an MPD.

The Planning Commission shall review the preliminary information to identify issues on compliance with the General Plan and will make a finding that the project initially complies with the General Plan. Such finding is to be made prior to the Applicant filing a formal MPD Application. If no such finding can be made, the applicant must submit a modified Application or the General Plan would have to be modified prior to formal acceptance and processing of the Application. For larger MPDs, it is

recommended that the Applicant host additional neighborhood meetings in preparation of filing of a formal Application for an MPD.

The full MPD is reviewed for compliance with the MPD requirements as outlined in LMC Chapter 6, the Annexation Agreement, the CT zone requirements, as well as any additional items requested by the Planning Commission at the pre-MPD meeting. Finding that a Pre-MPD application meets the general purpose of the zone and “initially complies with the General Plan” does not imply blanket approval of the requested MPD amendments and specific conditions may be required. If the pre-MPD is found to not comply, the applicant can amend the application, request an amendment to the General Plan or LMC, or abandon the request.

Density calculations (see Table 1 below)

Total approved density within the IHC MPD is 535,000 SF gross floor area which equates to a total of 415 UE, including 85,000 SF allocated for the USSA Center of Excellence constructed on Lot 3. The lots and current allocated density are identified below and in Table 3. See also Exhibit J- Annexation/MPD area map and lots.

Lot 1 (99.06 acres) is allocated a total of 180 UE of Hospital uses and 100 UE of Support Medical Offices uses for a total of 280 UE as described below.

Lots 6 (3.04 acres), **7** (3.40 acres), **8** (9.93 acres), and **10** (3.09 acres) are allocated density as described below.

The IHC MPD allows a total of 300,000 sf (180 UEs) of Hospital Uses on Lot 1 (one Hospital UE= 1666.67 sf per a formula agreed to and documented in the Annexation Agreement). Completion of all on-going construction will yield a total of 137,800 sf of Hospital Uses with 162,200 sf of Hospital Uses remaining to be constructed in future phases, subject to approval of a Conditional Use Permit.

A total of 150,000 sf (150 UEs) of Support Medical Office Uses (one Support Medical Office UE = 1,000 sf) were allowed on Lots 1, 6, 7, 8, and 10. Construction is underway for the remaining Support Medical Offices on Lot 1, including the 50,000 sf transferred from Lots 6 and 8, per the current MPD approvals. Construction of approximately 25,000 sf on each of Lots 7 and 10 is complete and no changes are proposed to these lots. Upon completion of the current construction on Lot 1, a total of 150,000 sf of Support Medical Office Uses will be complete (on Lots 1, 7, and 10). The 50 UE of Support Medical Uses on Lots 6 and 8 were transferred to Lot 1 during the First Amended IHC MPD.

Lot 3 (5 Acres) is identified on the plat for 85 UE (85,000 sf) for USSA.

The remaining lots (**Lots 2, 4, 5, 9, and 11**) were not allocated density in terms of Unit Equivalents through the Annexation Agreement:

Lot 2 (8.492 acres) is identified on the plat as an open space lot and no UEs are allocated to this lot.

Lot 4 (5 acres) is referred to as the “City Donated Parcel” and is referred to in Sections #11 (a and d) and #17 of the IHC MPD findings of fact attached as Exhibit A of the Annexation Agreement (Exhibit C) as the parcel donated to Park City and identified as the location of 28 townhouse units to satisfy a portion of the IHC affordable housing obligation. These units were transferred to the Park City Heights Master Planned Development to be incorporated within that residential neighborhood. The November 6, 2013, Park City Heights Amended MPD (Exhibit E) includes the following language as finding of fact #1g:

#1g. An additional 5 acres of deeded open space is provided on Round Valley Drive adjacent to US 40 south of the Park City Medical Center. This open space is not included in the 72% (*open space for PC Heights MPD*) figure. This is in exchange for transferring the 28 IHC deed restricted townhouse units to the PC Heights neighborhood. This parcel is deed restricted per requirements of the Burbidge/IHC Annexation and Development Agreements.

Section 11 of the IHC Annexation (Development) Agreement specifies language regarding the situation, design, and construction of affordable units on the parcel; discusses proceeds from the sale or lease of the “Units”; describes extension of utilities to this parcel; and describes any obligation, cost or otherwise for water rights or interests and also describes public fees necessary for construction of the “Units” on the City Donated Parcel. The City is looking into agreements and process associated with this parcel in light of the Fire District’s interest in a portion of it.

Lot 5 (15 acres) is a 15 acre parcel donated to the City for “public recreation and open space purposes” per the Annexation Agreement. This parcel is located adjacent to the City’s Ice Rink, within the Quinn’s Recreation Complex MPD and is being studied for a variety of possible recreational uses. No UEs or density is allocated to Lot 5 in the Annexation Agreement. If density, in terms of UEs, is required for construction of a similarly sized public recreation facility (45-50 UEs), which is a Conditional Use in the CT Zoning District, and this additional density is granted to the IHC MPD and utilized on Lot 5, then there would be little to no UEs available for expansion of the hospital (and vice versa).

Lot 9 is the location of a Questar Gas regulating station on 0.174 acres and no UEs are allocated.

Lot 11 contains 0.951 acres and wraps the gas regulating station lot. The Annexation does not identify a use or UEs for Lot 11. Lots 9 and 10 are located adjacent to the Quinn’s Recreation complex at the south end of the MPD.

In order to understand the density allowed by the Annexation Agreement Staff created the following tables. Table 1 identifies the allocated density per Lot as well as identifies the remaining allocated density still to be built and includes the 50,000 square feet of requested additional density in the last column. Table 2 is a breakdown of the Support Medical Office density allocation.

Table 1

Density of IHC MPD	Approved per IHC MPD and 1 st Amendment	Approved and built or under construction	Remaining to be built (includes possible SF if MPD is amended)
Hospital Uses On Lot 1	300,000 SF (square feet) (180 UE)*	137,800 SF (82.68 UE)	<u>162,200 SF (97.32 UE)</u>
Total Support Medical Offices on Lots 1, 6, 7, 8, and 10	150,000 SF (150 UE)**	150,000 SF (150 UE) (68,000 SF existing with 82,000 SF under construction.)	<u>0 SF to 50,000 SF (50 UE) ***</u>
Lots 2, 3, 4, 5, 9, and 11	85 Unit Equivalents identified for Lot 3, 28 affordable units on Lot 4, 0 UE identified for Lots 2, 5, 9, and 11	85,000 SF (85 UE) for USSA Center of Excellence on Lot 3 28 affordable units on Lot 4 - transferred to Park City Heights and under construction.	<u>0 SF- (UE needed for for a public recreation facility?)</u>
Total Includes Hospital Uses/ Support Medical Office on Lots 1, 6, 7, 8 and 10 and USSA on Lot 3	535,000 SF (415 UE) 450,000 SF (330 UE) plus 85,000 SF (85 UE)	287,800 SF (232.68 UE)	<u>162,200 SF (97.32 UE) of Hospital Uses 0-50,000 SF (50 UE) Support Medical Office Uses***</u>

Table 2

Medical Support Offices on Lot 1	100,000 SF (100 UE)	100,000 SF (100 UE)	<u>0 SF to 50,000 SF (50 UE) ***</u>
Support Medical office Lots 7 and 10	50,000 SF (50 UE)	50,000 SF (50 UE)	<u>0 SF</u>
Support Medical office Lot 6	25,000 SF (25 UE) transferred to Lot 1 with 1 st MPD Amendment)	0 SF	<u>0 SF to 50,000 SF (50 UE) ***</u>
Support Medical office Lot 8	25,000 SF (25 UE) transferred to Lot 1 with 1 st MPD Amendment)	0 SF	0 SF (Peace House UE for portion of Summit CO affordable units)

*1 UE= 1666.67 sf of hospital use per the annexation agreement.

**1 UE= 1,000 sf of Support Medical Office Use.

*** Subject to approval of MPD Amendment for additional 50 UE as 50,000 sf of Support Medical Office Uses.

The overall density of the Annexation area is 2.64 UE per acre for the allocated Unit Equivalents identified in the Annexation Agreement. There are a total of 415 UE specified on the 157.243 acres of the entire Annexation area. If an additional 50,000 sf (50 UE) of Support Medical Office Uses are approved, then the overall density would be 2.957 UE per acre (465 UE on 157.243 acres). Hospital Use at 50 UE would result in 83,333.5 sf; however this use is no longer being requested. Density is discussed in greater detail in the Analysis section below.

Density Allocation of Annexation/MPD

Table 3

<u>Lot #</u>	<u>Lot Area (acres)</u>	<u>Density (UE)</u>	<u>Ownership</u>
<u>1</u>	<u>99.06</u>	<u>280</u>	<u>IHC</u>
<u>2</u>	<u>8.49</u>	<u>n/a (open space)</u>	<u>IHC</u>
<u>3</u>	<u>5.0</u>	<u>85</u>	<u>USSA</u>
<u>4</u>	<u>5.0</u>	<u>n/a (was affordable housing parcel)</u>	<u>PCMC</u>
<u>5</u>	<u>15.0</u>	<u>n/a (open space and recreation uses)</u>	<u>PCMC</u>
<u>6</u>	<u>3.04</u>	<u>0 (25 were transferred to Lot 1)</u>	<u>IHC</u>
<u>7</u>	<u>3.40</u>	<u>25</u>	<u>IHC/MOB</u>
<u>8</u>	<u>9.93</u>	<u>0 (25 were transferred to Lot 1)</u>	<u>IHC</u>
<u>9</u>	<u>0.17</u>	<u>n/a</u>	<u>Questar</u>
<u>10</u>	<u>3.09</u>	<u>25</u>	<u>IHC (Summit CO/Peoples Health)</u>
<u>11</u>	<u>0.95</u>	<u>n/a</u>	<u>IHC</u>
<u>Roads</u>	<u>4.11</u>	<u>n/a</u>	<u>PCMC- ROW</u>
<u>TOTAL</u>	<u>157.24</u>	<u>415 UE</u>	

Proposed MPD Amendments

1. Subdivision of Lot 8

The applicant is requesting an MPD amendment to allow a subdivision of the existing 9.934 Lot 8 into two lots (Exhibit F). Lot 8 is located directly north of the Summit County Health Department Building. The 3.6 acre eastern portion of Lot 8 would remain as Lot 8 and a new Lot 12 would be created from the remaining 6.334 acres. IHC would retain ownership of Lot 12 as a dedicated open space lot and Lot 8 would be encumbered with a ground lease for the Peace House. The western portion (Lot 12) is primarily wetlands and wetlands buffer. There is no minimum lot size in the CT zone and setback requirements of the zone can be met. A formal plat amendment application is necessary to split the existing lot into 2 lots, with review and recommendation by Planning Commission and final action by the City Council. The applicant has revised the pre-MPD application to stipulate that Lot 12 would be deeded as an open space Lot as an additional public benefit for the MPD.

Staff requests discussion of the request to subdivide Lot 8 into two separate lots to allow IHC to provide a ground lease on a portion of Lot 8 for the Peace House.

Is this subdivision of Lot 8 consistent with the General Plan and general purposes of the CT Zone? Would dedication of the new 6.334 acre Lot 12 be considered an additional public benefit that would in part support the request for additional density?

2. Request for 50 UE of additional Support Medical Offices

Lots 1 and 6 - Density

The applicant is requesting consideration of an MPD amendment to allow an additional 50 UE of density to be identified for the Medical Campus. The applicant is requesting consideration of this additional density for Lots 1 and/or 6 depending on future needs of the hospital. The applicant is requesting 50 UE of additional density, in the form of 50,000 sf of Support Medical Office uses (1 UE= 1,000 sf). This is approximately a 12% increase in the allocated density. Lot 6 currently has no density associated with it, as the 25UE of Support Medical Offices allocated during the Annexation/MPD were transferred to Lot 1 with the First IHC MPD Amendment. See Exhibit J for the site plan of approved existing and future expansion of Hospital and Support Medical Office uses.

Final allocation could be determined at the time of review of the MPD amendment or at the time of a Conditional Use Permit as a future phase of construction. Staff recommends that a Development Agreement should indicate total density and how it can allocated.

The Annexation Agreement states that the approved density is 2.64 UE per acre. There are a total of 415 UE approved on the 157.243 acres of the entire Annexation area (see Density and Square footage Table 1 above). If an additional 50 UE of Support Medical Offices is approved, the resulting density would be 2.957 UE per acre (465 UE on 157.243 acres).

Maximum base density allowed in the Community Transition (CT) Zoning District is 1 UE per 20 acre. A bonus density up to a maximum of 3 UE per acre may be approved provided that all Density bonus requirements set forth in LMC Section 15-2.23A (Exhibit G) are met and the additional standards are incorporated into the Master Planned Development. Those standards include:

- 1) Minimum of 80% Open Space
- 2) 300' Frontage Protection Zone (FPZ) no-build Setback from US 40.
- 3) Minimum of 60% of the required parking located in structured or tiered parking
- 4) Additional Enhanced Public Benefit Dedication
- 5) 5% additional Affordable Housing commitment

A detailed density analysis is required with the full MPD application to identify open space calculations, FPZ setbacks, parking plan layout and phasing of structured and tiered parking, description of enhanced public benefit dedication, and to identify how the

affordable housing obligations will be met and phased. Additionally the full MPD application would need to include updated traffic and utility capacity studies.

During the Annexation discussion the intent was to include in the 3 units/acre ratio density all of the medical support uses. Also, there was a preference for institutional uses (i.e. Hospital, County Health, and USSA) focusing on support for the hospital and not for more private clinics and offices.

Any additional density allowed through an amendment to the MPD would have an additional affordable housing obligation. For example an additional 50,000 sf of medical offices would trigger an additional 11.66 AUE based on the 17-99 Resolution which defines an AUE as a two-bedroom unit of 800 square feet (and allows for equivalent housing types and sizes based on the 800 square feet).

The full MPD amendment application should identify phasing for the remaining affordable housing obligation, including a plan for any additional density that may be granted during the MPD process. The Park City Housing Authority indicated that if additional density is granted that a portion of that density shall be allocated to Lot 8 for that portion of the Peace House that satisfies Affordable Housing for uses not within this MPD.

Lot 5- Density

Staff requests the Commission discuss the issue of density for Lot 5. Lot 5 was dedicated to the City for public recreation and open space uses as part of an MPD requirement for additional public benefits per the CT zoning district. The IHC Annexation Agreement does not allocate density, in terms of unit equivalents (UEs) or square footage of construction Lot 5. LMC Section 15-2.23-4(B) includes the following language for density greater than one (1) unit per acre:

ADDITIONAL ENHANCED PUBLIC BENEFIT DEDICATION. The Master Planned Development shall provide the inclusion of public recreation facilities and/or land for public and/or quasi-public institutional Uses reasonably related to the General Plan goals for the Area, and impacts of the Development beyond that provided to achieve a project Density of up to one (1) unit per acre by a factor reasonably related to the Density increase sought.

Additionally, LMC Section 15-6-8 states that “in order to allow for, and to encourage, a variety of unit configurations, Density shall be calculated on the basis of Unit Equivalents. Unless otherwise stipulated, one (1) Unit Equivalent equates to one (1) single family Lot, 2,000 square feet of Multi-Family Dwelling floor area, or 1,000 square feet of commercial or office floor area”.

In residential projects the LMC states that “common outdoor facilities, such as pools, spas, recreation facilities, ice-skating rinks, decks, porches, etc. do not require the Use of Unit Equivalents.

The LMC also states that “Commercial spaces, approved as a part of a Master Planned Development, shall be calculated on the basis of one (1) Unit Equivalent per 1000

square feet of Net Leasable Floor Area, exclusive of common corridors, for each part of a 1,000 square foot interval. For example: 2,460 square feet of commercial Area shall count as 2.46 Unit Equivalents.

Staff requests discussion regarding the request for an additional 50 UE of Support Medical Offices for the IHC Medical Campus.

Does the Commission find that this additional density is consistent with the intent of the Annexation Agreement and the CT Zone?

If approved, should the uses for this density be spelled out in detail at the time of the MPD to ensure that it is support for the Hospital?

If approved, should the location of these uses be identified with the Second Amended MPD to specific lots (Lots 1 or 6)? Or should the location of the additional Support Medical Offices be left flexible to be determined during the CUP process prior to permit issuance?

Staff also requests discussion related to density for public recreation facilities and essential public facilities, e.g. whether public ice rinks, public indoor fields and recreation facilities, fire stations, police stations, etc. along with support administrative uses, locker rooms, maintenance and storage facilities, etc. should be required to utilize density? If an expanded public recreation facility on Lot 5 is required to utilize density (likely 40-50 UE), then little to no density would be available for the Medical Campus and vice versa.

Analysis

The purpose of the MPD pre-application public meeting is to have the applicant present preliminary concepts and give the public an opportunity to respond to those concepts prior to submittal of the complete MPD amendment application. Staff provided the Community Transition (CT) Zoning district Chapter from the Land Management Code (Exhibit G) as well as relevant Goals and Strategies, and the Quinn's Neighborhood Section, of the General Plan (Exhibit H).

Community Transition (CT) Zone

The CT zone per LMC Section 15-2.23-2 allows for a variety of uses including hospital, health related services, and support medical offices. It was determined at the time of the annexation and approval of the MPD that the Intermountain Healthcare Hospital (aka Park City Medical Center) was consistent with the purpose and uses of the zone. Lots 1 and 6 are of sufficient size to accommodate additional building square feet and meet required CT zone setbacks (30'). It was determined that Support Medical Office uses would utilize density at the same rate as Commercial Uses in other zoning districts and that Hospital Uses would be calculated using a modified formula based on the specific requirements and nature of Hospital construction

Does the Planning Commission find the proposed MPD amendments are consistent with the CT Zone in terms of purpose and uses?

General Plan Review

The IHC MPD (aka Park City Medical Center Campus) is located in the Quinn's Junction neighborhood, as described in the new Park City General Plan. Specific elements of the General Plan that apply to this project include the following: (*Staff analysis and comments in italics*)

Quinn's Junction Neighborhood- Park City Medical Center is listed as a neighborhood icon in the Quinn's Junction Neighborhood section of the General Plan. The Joint Planning Principles for the Quinn's Junction (Exhibit H) area recommend development patterns of clustered development balanced with preservation of open space. Public preserved open space and recreation is the predominant existing land use, including the Round Valley and Quinn's Complex open spaces.

Development should be designed to enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas. New development should be set back in compliance with the Entry Corridor Protection Overlay. Sensitive Lands should be considered in design and protected.

In Volume 2 of the Park City General Plan, Section 10.1 (Quinn's Junction Neighborhood: Regional Planning to guide future development along the City Boundary) and Section 10.2 (Quinn's Junction Neighborhood: An area for Regional Institutional Uses) provides support for the proposed Support Medical Office uses, as well as other institutional uses, such as hospital, educational facilities, recreation, sports training, arts, cultural heritage, etc. (see Exhibit H).

The proposed amendments to the IHC MPD include a request to subdivide an existing lot to construct, on a separate leasable lot, transitional housing as well as an emergency shelter. The proposed amendments also include allocating an additional 50 UE of density of Support Medical Office uses to enable the Medical Center to address short term growth for support medical uses in Summit and Wasatch Counties.

There is already a significant amount of projected growth that the Medical Center has become aware of from recent presentations from Envision Utah and the State. IHC sees the additional 50 UE of density as a short term (5-10 years out) as opposed to a long term future as they previously thought. The applicant will provide additional information on this item at the meeting.

For long term future needs IHC already anticipates the need to become part of a TDR program due to constraints of the allowed density in the CT Zoning District.

Development location of any additional UEs is required to be setback from the Entry Corridor and building placement and architecture would be similar to the Medical Office Building to the north and to the Summit County Health Building to the south. Views from Highway 248 would be studied and presented with the full MPD as

required in the LMC. Sensitive wetland areas will have to be protected and dividing Lot 8 could facilitate this.

Staff recommends that transit options be studied and presented with a full MPD application. The Commission can request an analysis of uses at the time of the MPD application, to determine impacts on traffic, parking, utilities, etc.

Maximum base density allowed in the Community Transition (CT) Zoning District is 1 UE per 20 acres. A bonus density up to a maximum of 3 UE per acre (maximum of 1 UE per acre for residential uses) may be approved provided that all Density bonus requirements set forth in LMC Section 15-2.23A (Exhibit G) are met and the additional standards are incorporated into the Master Planned Development. Those standards include:

- *Minimum of 80% Open Space*
- *300' Frontage Protection Zone (FPZ) no-build Setback*
- *Minimum of 60% of the required parking located in structured or tiered parking*
- *Additional Enhanced Public Benefit Dedication*
- *Additional Affordable Housing commitment*

Staff requests the Planning Commission discuss whether the General Plan supports or does not support additional density for support medical uses within the IHC MPD? Does the General Plan provide enough guidance to answer this question and if so, does the General Plan provide guidance as to what are acceptable community benefits that should be provided in exchange for the additional density (12% overall increase in density for the MPD). Should the General Plan be amended to provide better direction?

Small Town- Goals include protect undeveloped land; discourage sprawl, and direct growth inward to strengthen existing neighborhoods. Goals also include encourage alternative modes of transportation.

Quinn's Junction is identified as a Development Node. The proposed MPD amendments include uses to support the existing Hospital uses and mission. By providing additional square footage within an existing campus, IHC believes that there are opportunities to co-utilize space to provide for more efficient medical care in one campus. There is existing City bus service to the area on an as needed basis and additional uses will help to validate additional transit services. The IHC MPD is located on the City's trail system and adjacent to Round Valley open space and Quinn's Recreation Complex. The location is convenient to medical services and recreation. If the additional 50 UE can be incorporated within the developed area of Lot 1 undeveloped lands in other areas could be protected, such as Lot 6.

Natural Setting- Goals include conserving a healthy network of open space for continued access to and respect for the natural setting. Goals also include energy efficiency and conservation of natural resources.

The proposed MPD amendments include expansions of existing uses by requesting additional density for future hospital expansion and by relocating the existing Peace House to a location where their mission can be expanded. The MPD application will need to analyze open space requirements taking into consideration building footprint, parking, and driveways for the proposed uses. Green building requirements are part of the existing Annexation Agreement and would continue to apply to any future hospital expansion.

Staff requests discussion regarding the location of any additional density and whether that should be restricted to Lot 1 as opposed to the options of Lot 1 or Lot 6 in order to cluster the additional density.

Sense of Community- Goals include creation of diversity of housing, including affordable housing; provision of parks and recreation opportunities; and provision of world class recreation and infrastructure to host local, regional, national, and international events while maintaining a balance with the sense of community.

A primary reason for the proposed MPD amendments is to ensure that this community amenity has the ability to address short term needs as they arise. It is important to IHC to know far enough in advance what their future development potential is, both in terms of additional UEs and that they have an updated Development Agreement that spells out agreed upon expectations and requirements for future expansion. IHC is part of Park City's world class recreation and infrastructure and will need to continue to balance their development with the needs of the community.

Are there additional items that the applicant should submit with the MPD application or that should be included in the amended Development Agreement to clarify any specific issues or concerns regarding housing, recreation, open space, or enhanced public benefits that would allow the MPD to be more consistent with the General Plan?

Notice

A legal notice of this public hearing was published in the Park Record on October 10, 2015. The property was re-posted and notice letters were mailed out on October 14, 2015 according to requirement of the LMC.

Public Input

No public input has been received by the time of this report.

Alternatives

- The Planning Commission may find that all or some of the proposed MPD amendments presented in the Pre-MPD application are consistent with the Park City General Plan and general purposes of the CT Zone; or
- The Planning Commission may find that all or some of the proposed MPD amendments are not consistent with the Park City General Plan and may provide direction to the applicant to make modifications to render the MPD application consistent with the General Plan and general purposes of the CT Zone; or

- The Planning Commission may continue the discussion on all or portions of the MPD amendments and request additional information on specific items.

Future Process

If the pre-MPD application is found to be initially compliant with the General Plan and purposes of the CT Zone the applicant may submit a full and complete MPD Application for review by the Staff and Planning Commission. The Planning Commission takes final action on the MPD application and that action may be appealed to the City Council following appeal procedures found in LMC § 15-1-18. Review and approval of a Conditional Use Permit application by the Planning Commission is required prior to building permit issuance for construction of future phases of development within the MPD.

Summary Recommendations

Staff recommends the Planning Commission discuss and provide input regarding the Pre-Master Planned Development application regarding proposed amendments to the IHC Master Planned Development (MPD) and conduct a public hearing. Staff has provided findings of fact and conclusions of law for the Commission's consideration. Finding a Pre-MPD application consistent with the General Plan and general purposes of the LMC, allows an MPD Amendment application to be filed for further consideration. Staff requests discussion and continuation to November 11, 2015 to make any requested changes to the findings, conclusion, and conditions.

Findings of Fact

1. On September 21, 2015, the City received a revised application for a Pre-Master Planned Development application for amendments to the IHC Master Planned Development.
2. The proposed MPD Amendments include the following requests:
 - Subdivision of Lot 8 into two lots, Lot 8 would become 3.6 acres to provide a separate lot for the Peace House and Lot 12, created from the remaining 6.33 acres, would be dedicated as an open space lot, preserving wetlands and open space within the MPD.
 - Additional 50 units of density (12% increase) for Medical Support Office uses increasing the density of the MPD from 2.64 units/acre to 2.96 units/acre, with the additional density proposed to be constructed on Lots 1 and/or 6.
3. The property is zoned Community Transition- Master Planned Development (CT-MPD).
4. There is no minimum lot size in the CT zone.
5. The base density in the CT Zone is 1 unit per 20 acres. Maximum density allowed in the Community Transition (CT) Zoning District for non-residential projects is 3 units per acre provided that all Density bonus requirements set forth in LMC Section 15-2.23-4 are met and the additional standards are incorporated into the amended Master Planned Development and Development Agreement.
6. The approved MPD was required to provide various bonuses per Section 15-2.23-4 (B) because it included density of greater than 1 unit per acre.
7. Access to the property is from Round Valley Drive, a public street.
8. The property is subject to the IHC/USSA/Burbidge Annexation plat and

- Annexation Agreement recorded at Summit County on January 23, 2007.
9. On May 23, 2007, the Planning Commission approved a Master Planned Development for the IHC aka Park City Medical Center as well as a Conditional Use Permit for Phase One construction.
 10. On November 25, 2008, a final subdivision plat known as the Subdivision Plat (Amended) for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility was approved and recorded at Summit County.
 11. On October 8, 2014, the Planning Commission approved MPD amendments for Phase 2 construction. These MPD Amendments transferred 50,000 sf of support medical office uses to Lot 1 from Lots 6 and 8 (25,000 sf each).
 12. An amendment to the IHC Master Planned Development (MPD) requires a Pre-MPD application and review for initial compliance with the Park City General Plan and the purpose and uses of the CT Zoning District as described in Land Management Code (LMC 15-6-4(B)).
 13. The CT zoning district, per LMC Section 15-2.23-2, allows for a variety of uses including conservation and agriculture activities; different types of housing and alternative living situations and quarters; trails and trailhead improvements; recreation and outdoor related uses; public, quasi public, civic, municipal and institutional uses; hospital and other health related services; athlete training, testing, and related programs; group care facilities, ancillary support commercial uses; transit facilities and park and ride lots; small wind energy systems; etc.
 14. Public and private recreation facilities are a Conditional Use in the CT zoning district.
 15. General Acute Hospital and Accredited Medical Clinics and Medical Offices and support uses are a Conditional Use in the CT zoning district.
 16. It was determined at the time of the annexation and approval of the MPD that the Intermountain Healthcare Hospital (aka Park City Medical Center) and the associated support medical office uses are consistent with the purpose and uses of the zone.
 17. The purpose of the pre-application public meeting is to have the applicant present preliminary concepts and give the public an opportunity to respond to those concepts prior to submittal of the MPD amendment application.
 18. IHC is located in the Quinn's Junction neighborhood, as described in the Park City General Plan.
 19. The Joint Planning Principles for the Quinn's Junction area recommend development patterns of clustered development balanced with preservation of open space. Public preserved open space and recreation is the predominant existing land use. Clustered development should be designed to enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas. New development should be set back in compliance with the Entry Corridor Protection Overlay. Sensitive Lands should be considered in design and protected. Sensitive wetland areas should be protected and taken into consideration in design of driveways,

parking lots, and buildings, as well as protected from impacts of proposed uses.

20. Uses contemplated in the Joint Planning Principles for this neighborhood include institutional development limited to hospital, educational facilities, recreation, sports training, arts, cultural heritage, etc.
21. The proposed MPD amendments are consistent with the intent of the Joint Planning Principles for the Quinn's Junction area and are a compatible use in this neighborhood as the development will be located on existing lots, setback from the Entry Corridor to preserve the open view from SR 248, and the impacts of parking and traffic can be mitigated per requirements of the CT zone, pedestrian connections can be maintained and enhanced by providing additional trails and open space, and the architectural character can be maintained with authentic materials and building design required to be compatible with the existing buildings.
22. Small Town Goals of the General Plan include protection of undeveloped land; discourage sprawl, and direct growth inward to strengthen existing neighborhoods. Alternative modes of transportation are encouraged.
23. Quinn's Junction is identified as a Development Node. The proposed MPD amendments include uses to ensure that the Medical Campus can continue to serve the needs of the community into the future.
24. There is existing City bus service to the area on an as needed basis and additional uses will help to validate additional services as a benefit for all of the uses in the area. Studies of transit and transportation in the Quinn's area will be important in evaluating the merits of the MPD amendments and considerations for permanent bus routes in the area.
25. The Medical Campus is located on the City's trail system and adjacent to Round Valley open space.
26. Natural Setting Goals of the General Plan include conserving a healthy network of open space for continued access to and respect for the natural setting. Goals also include energy efficiency and conservation of natural resources.
27. With the proposed changes the MPD would require a minimum of 80% open space, excluding all hard surface areas, parking, driveways, and buildings.
28. Green building requirements are part of the existing Annexation Agreement and the CT Zone density bonus requirements and would continue to apply.
29. On August 26, 2015, the Planning Commission conducted a public hearing and discussed the pre-MPD application. The Commission continued discussion on the proposed amendments described in this report to a date uncertain.
30. On October 14, 2015, the property was re-posted and letters were mailed to neighboring property owners per requirements of the Land Management Code.
31. On October 10, 2015, a legal notice of the public hearing was published in the Park Record and placed on the Utah public meeting website.
32. At the pre-Application public meeting, the Applicant presented preliminary concepts for the proposed Master Planned Development. This preliminary

review focused on identifying issues of compliance with the General Plan and zoning compliance for the proposed MPD.

Conclusions of Law

1. The proposed MPD Amendments to the Intermountain Healthcare Hospital MPD initially comply with the intent of the Park City General Plan and general purposes of the Community Transition (CT) zone.
2. These findings are made prior to the Applicant filing a formal MPD Application.
3. The proposed MPD amendments are consistent with the intent of the Joint Planning Principles for the Quinn's Junction area and are a compatible use in this neighborhood.
4. Finding a Pre-MPD application consistent with the General Plan and general purposes of the zone, does not indicate approval of the full MPD or subsequent Conditional Use Permits.

Conditions of Approval

1. A full MPD application is required to be submitted and reviewed by City Staff with a recommendation provided to the Planning Commission prior to issuance of any building permits for construction related to these amendments.
2. The full MPD application will include typical MPD studies such as an updated traffic/intersection study, updated utility capacity study (including water, sewer, gas/electric, communications, etc.), a revised phasing plan, an affordable housing plan for remaining and new obligation, reports on any additional mine hazard or soils issues for revised building footprints, open space calculations, updated sensitive lands and wildlife reports, Frontage Protection Zone setback exhibit, parking analysis, and public benefits analysis.
3. The MPD will be reviewed for compliance with the MPD requirements as outlined in LMC Chapter 6, the Annexation Agreement, the CT zone requirements, as well as any additional items requested by the Planning Commission at the pre-MPD meeting.
4. The plat amendment to subdivide Lot 8 will include dedication of Lot 12 as an open space lot.
5. The Park City Housing Authority indicated that if additional density is granted to IHC then a portion of that density shall be allocated to Lot 8 for the portion of the Peace House that satisfies Affordable Housing for uses not within this MPD.
6. At the time of the MPD the Planning Commission should make a determination as to the location of any additional density allocated for the Medical Campus.

Exhibits

- Exhibit A-- Applicant's revised MPD Amendment request (September 21, 2015)
- Exhibit B-- Minutes of August 26, 2015 Planning Commission meeting
- Exhibit C-- IHC Annexation Agreement (not exhibits) (January 23, 2007)
- Exhibit D-- Second Amended IHC/USSA Subdivision plat (November 25, 2008)
- Exhibit E-- Findings from the Park City Heights Amended MPD
- Exhibit F-- Proposed concept for subdivision of Lot 8
- Exhibit G-- Community Transition (CT) Zoning District language from the LMC
- Exhibit H-- General Plan sections
- Exhibit I -- Annexation/MPD area map
- Exhibit J-- Lot 1 Site Plan of MPD approved Hospital/Support Medical Office Uses

**PARK CITY MEDICAL CENTER
MEDICAL CAMPUS
MASTER PLAN DEVELOPMENT CHANGES
PARK CITY PLANNING COMMISSION
AFTER FIRST PRE-MPD HEARING
SEPTEMBER 21, 2015**

Background

The Park City Planning Commission approved an MPD amendment for the Park City Medical Center on October 8, 2014. This MPD amendment was made to facilitate the building of the Medical Support Building attached to the hospital. One of the conditions of approval was for Intermountain Healthcare to return to the Planning Commission within 6 months with a revised affordable housing phasing plan to address options for the location of the remaining approximately 23.3 affordable housing units associated with the MPD.

This MPD amendment will address the affordable housing phasing plan, as well as other issues; lot subdivision, density, and conditions of approval from October 8th.

The Park City Planning Commission on August 26th held a public meeting and approved part of the pre-MPD application.

Affordable Housing

Intermountain Healthcare is working with Peace House to develop a new shelter. Intermountain is providing the location for the shelter on part of lot 8 of the subdivision at a cost of \$1 per year. Peace House is planning to build a facility with transitional housing, shelter housing and support services. The total project would be about 25,000 square feet. Part of the funding for the Peace House project is coming from Summit County to fulfill other affordable housing requirements. Peace House's agreement with Summit County requires them to start construction by March 1, 2017.

Since Peace House is proposed as an affordable housing project, the density needed for Peace House should be granted as additional density above the already approved density granted to Intermountain Healthcare in the annexation agreement, and in addition to the permitted density in the CT zone.

The remainder of transitional housing, the shelter housing, and employee housing components of the Peace House project would qualify as affordable housing for Intermountain Healthcare future phases on the Medical Campus. It is estimated that the

Intermountain portion of the transitional housing is 2 affordable housing units, the shelter housing is 8.75 affordable housing units, and the employee housing is 1 affordable housing unit. So Peace House would meet all of Intermountain's affordable housing for the next phase of campus development (9.5 affordable housing units), currently planned for 2019 to 2025, and part of the full build out phase as well.

The remaining affordable housing obligation of 11.3 affordable housing units is tied to the full build out phase of the campus development after 2025. Intermountain's plan for any remaining affordable housing AUEs would be to have these units developed off-campus. One option under consideration is to participate with Park City Municipal Corporation if the city develops a shared equity program or other affordable housing assistance program for employees. The other option would be to participate with a private housing development off campus.

The Planning Commission approved this request that the Peace House project on Lot 8 is fulfillment of the affordable housing requirement for the next phase of development.

Intermountain is offering to Peace House 3.6 acres of buildable land on the eastern portion of lot 8, immediately north of the Summit County Public Health Building. Therefore, lot 8 will need to be subdivided so that the remainder of lot 8 (the wetlands and the portion of the lot west of the trail become a new lot 12) can be retained by Intermountain Healthcare. Intermountain Healthcare is not requesting that any of the additional density under consideration in this application be considered for the new Lot 12. From a practical standpoint, the wetlands west of the trail would need to be mitigated with the Corps of Engineers before that part of the proposed lot could be considered for development. Intermountain is not pursuing such mitigation.

The attached exhibit from Great Basin Engineering shows the current Lot 8 with the proposed new lots described as parcels. Parcel 1 on the exhibit is the land that would be named Lot 8 and used by Peace Lot. Parcel 2 on the exhibit is the new lot, to be named Lot 12 and retained by Intermountain Healthcare.

Intermountain is requesting approval of subdividing lot 8 into an eastern portion to be ground leased to Peace House, and a western portion to be retained by Intermountain.

Density

The current approved density for Intermountain Healthcare is 330 units. This represents 2.64 units per acre of density. This is the total amount approved in the annexation agreement. The CT zone has a maximum density bonus of 3 to 1, if all the conditions of the CT zone are met.

Intermountain is requesting approval of 50 additional units of density for the campus. This would bring Intermountain to the maximum density bonus of 3 to 1.

- ***These units would be medical support (ie. 50,000 square feet). These units would permit additional physicians to locate their offices on the campus after the North Building is filled. The North Building is anticipated to be filled around 2020.***

- *These units would be built on Lot 1 or Lot 6 based on the future needs of the physicians wishing to move to Park City.*

October 8th, 2014 Conditions of Approval

In the published conditions of approval there were a few items that Intermountain Healthcare feels were inaccurate and would like the Planning Commission to correct as part of this application.

Condition #16 – This condition states that staff and the applicant shall verify that all items agreed to by the applicant listed in Findings of Fact #21, as mitigation for the loss of the use of a planned ball field have been completed.

During the hearing, staff acknowledged that Intermountain had completed all the items. This condition was part of the original staff report and not corrected in the final report.

Condition #17 – This condition states that the applicant shall conduct and present to the Planning Commission, a parking study of the Medical Center site.

During the hearing, the Planning Commission stated that such a parking study was not needed. This condition was part of the original staff report and not corrected in the final report.

The Planning Commission approved changing condition 16 and condition 17 as discussed during the meeting on August 26th.

Condition #18 – This condition states that a development agreement specifically for the IHC Master Planned Development, as amended, shall be ratified by the Planning Commission prior to the issuance of a building permit for the next phase of development.

Intermountain requests that the proposed Development Agreement also cover the items raised by this MPD amendment request, so there is one document for both the city and Intermountain to manage going forward.

Additional Request

On June 17th, representatives of Intermountain Healthcare met with Park City Planning Department Staff and representatives of the Park City Fire District. The Fire District has been interested in locating a fire station in the Quinn's Junction area. The Fire District has been discussing the potential of using part of Lot 4 (city owned) as the site of the new fire station.

Intermountain Healthcare supports the Fire District's proposal to place a fire station on the campus. It is clearly a public and civic use contemplated by the CT Zone and is consistent with the intents of the existing MPD. Since this is a public and civic use, Intermountain believes the Planning Commission should not count the building for purposes of density on the campus.

The Fire District's proposed location on the south end of Lot 4 clusters the public use buildings on the campus and preserves the rest of the Lot 4 as open space adjacent to Intermountain's open space on Lot 1 next to Highway 40.

The Planning Commission approved the concept of the fire station on the campus, and that the fire station would be considered a community benefit.

Planning Commission Meeting
August 26, 2015
Page 11

1. **900 Round Valley Drive – Pre-Master Planned Development review for an amendment to the IHC Master Planned Development (Application PL-15-02695)**

Commissioner Worel disclosed that her office is located on the IHC Campus; however, that would not affect her ability to discuss and vote on this item.

Planner Whetstone reviewed the request for an amendment to the Intermountain Healthcare MPD. This was a MPD pre-application, which IHC is required to present to the Planning Commission and the public prior to submitting a formal Master Planned Development amendment application. Planner Whetstone explained that the Code tasks the Staff and the Planning Commission with finding that the requested concept is generally consistent with the zone, the existing Master Plan and Development Agreement, and with the General Plan. She noted that the IHC Campus is located in the Commercial Transition (CT) Zone. Planner Whetstone remarked that this pre-application request was being reviewed under the newly adopted General Plan. The Staff had conducted an analysis for compliance with the General Plan.

Planner Whetstone noted that the Staff report outlined five amendments; two of which the Staff was requesting to be continued. The three items for consideration this evening were 1) the Affordable Housing Plan and the question of locating the Peace House on Lot 8; 2) The subdivision of Lot 8 in to two lots; and 4) Administrative adjustments to conditions and the Development Agreement. The Staff report contained background information on the action the Housing Authority took in terms of the Peace House and how it could satisfy a portion of the remaining affordable housing obligation. Planner Whetstone commented on the request to subdivide Lot 8, which is where the Peace House is proposed to be located. It is a large lot and the request is to subdivide Lot 8 into one smaller parcel and one larger parcel; and to provide a lease on the smaller portion for the Peace House. The last item for discussion this evening related to the previous Master Planned Development approval amendment and the Conditional Use Permit that the Planning Commission recently approved. She noted that currently there is only an Annexation Agreement and they would like to turn that into a Development Agreement in order to address all of the issues on the campus.

Planner Whetstone stated that the Staff was requesting continuance on Item 3) a request for an additional 50,000 square feet of density for the Park City Medical Center for support medical uses; and 5) the appropriateness of a Park City Fire District station within the MPD. The Staff needed additional time to research these items and would bring them back to the Planning Commission on September 9th with Findings.

The Staff recommended that the Planning Commission conduct a public hearing on Items 1, 3 and 4 and discuss these items to determine whether or not there is consistency with the General Plan.

Morgan Bush, representing IHC, referred to page 101 of the Staff report regarding the Affordable Housing component. He stated that during a meeting last Fall the Planning Commission requested that IHC do more due diligence and talk about affordable housing for future phases of expansion on the hospital campus. Mr. Bush reported that since that meeting they have been working with Peace House to consider locating Peace House on a portion of the hospital campus. IHC has signed a lease with Peace House for Lot 8. It is a 40 year ground lease with a ten year extension for \$1 a year. He explained that the intent is to use 3.6 acres of Lot 8 on Round Valley Drive, the back loop road that is the fire road that should not be used by the public. They would like to eventually subdivide that portion and retain it as part of IHC property.

Mr. Bush stated that IHC went to the Park City Housing Authority to get questions clarified as to how much affordable housing credit IHC could get for the Peace House. He understood that because Peace House received \$980,000 funding from the County as part of the Tanger Outlet Mall, that portion of the project could not be used by IHC for affordable housing because it was already satisfying another affordable housing obligation. Mr. Bush stated that for the remainder of the project the Housing Authority determined that there were 12.5 affordable housing units that would be available for IHC to use as part of their additional affordable housing. Mr. Bush proposed that those 12.5 units be considered as the next phase of their Affordable Housing; and that it be the only affordable housing placed on this campus. He emphasized that IHC would not want to provide additional residential units on-site because it is not consistent with how the campus works.

Mr. Bush stated that the 12.5 units would meet all of the projected need. As the hospital plans for future expansion in the next three to ten years, they have identified up to 90,000 square feet of additional hospital expansion, and that density already exists under the annexation agreement. However, the affordable housing needs to be provided before IHC can proceed with that expansion. Mr. Bush remarked that IHC was proposing that Peace House be allowed to proceed and be the affordable housing component of the plan for Phase 2 of the hospital expansion projects. In terms of the remaining affordable obligations that would be required for full buildout after 2025, IHC has been talking with the City Sustainability Department regarding the possibility of either participating in an employee support program for affordable housing, or they would have to purchase units in another housing project to satisfy those requirements. Therefore, the intent would be that the remaining 10.8 units of affordable housing associated with the full buildout phase would be provided off campus. Mr. Bush remarked that this was the affordable housing concept

they were proposing in fulfillment of the request by the Planning Commission last fall.

Doug Clyde, representing Peace House, stated that he has been involved in developing the site plan for Peace House. He remarked that it has been a long and cooperative relationship with IHC that meets the needs of the future of the Peace House. Mr. Clyde explained that the mission of the Peace House was changing going forward. Peace house is currently a small 3,000 square foot facility at an undisclosed location. It has been there over 20 years and it works well for the current need of interrupting violence. Mr. Clyde stated that the future of organizations like the Peace House is to provide a more complete facility. The Peace House plan for the IHC campus is to provide a facility that provides not only a short-term interruption of violence, but to also provide a platform for a transition back to normal life. Mr. Clyde stated that in addition to the current short-term component where people stay two weeks to two months, there would also be a larger component of transitional housing in which they would stay one to two years. Transitional housing and the associated support elements do more than just interdict immediate violence. It enables people to put their lives back together.

Mr. Clyde stated that under the proposed plan the emergency shelter portion would move out and expand, there would be twelve units of transitional housing, and a larger amount of support, which includes child care, counseling, recreation facilities, staff for the Peace House, as well as other uses. Mr. Clyde pointed out that it would be a different Peace House in a 40,000 square foot facility.

Mr. Clyde provided a handout outlining the Mission of Peace House, as well as the Overview of the Peace House Community Campus. The back page of the handout contained a site plan for the Peace House. Mr. Clyde explained the process up to this point. They were now selecting a final architect and getting ready to do hard architecture. They would be coming back to the Planning Commission with a conditional use permit application.

Mr. Clyde reviewed the site plan and noted that the space on Lot 8 would give Peace House a public face. People from the street can learn about who they are and it will be a place where their Boards could meet. It will be a place to educate the public as well as protect and transition the victims. Mr. Clyde stated that being in a location with public access is important, but it is also important to be in a location with safe surroundings. He noted that a potential fire station is under consideration, which would be another benefit in terms of safety and security.

Mr. Bush commented on the three conditions from the last MPD meeting. He noted that Condition #16 states that, "The Staff and the applicant shall verify that all items relating to the planned ballfield mitigation had been completed". Mr. Bush stated that it was noted

during the meeting that it had been completed; however, the Condition did not match what was discussed in the hearing. He requested that it be corrected for the record.

Mr. Bush noted that Condition #17 states, "The applicant shall conduct and present a parking study one year after occupancy of the north building". He recalled that it was recommended by Staff, but based on their discussion he understood that instead of doing the parking study now, it should be done in conjunction with the next hospital expansion. Mr. Bush requested that it be corrected for the record.

Mr. Bush stated that Condition #18 relates to a Development Agreement. IHC supports having a Development Agreement that incorporates the Annexation Agreement, the MPD and the two amendments so everything is in one document. It would make it easier for IHC and the Staff to monitor to make sure they were fulfilling all the obligations that were agreed to.

Mr. Bush summarized that the items for discussion this evening were the Peace House, Affordable Housing and the corrections to the Conditions of Approval from October 2014.

Commissioner Worel stated that in looking at the proposed site plan the campus appeared to be fenced. Mr. Clyde replied that there would be multiple layers of security but there would be no perimeter fencing.

Commissioner Joyce wanted to know what would happen with the building if for any reason the Peace House might go away in the future. Mr. Clyde stated that if Peace House were to fail the facility would default to the landlord, and they would be responsible to continue using it to fulfill their affordable housing obligation.

Commissioner Joyce questioned why Peace House had chosen this location for transitional housing when there were no support services in the area other than medical. Mr. Clyde stated that it was a complicated issue. They want a public face but it still needs to be sequestered from the general public. It would be impractical to implement the type of security that Peace House needs inside an urban environment. Transitional housing is a secure site and no outside visitors are allowed, except under special circumstances. In many respects they have to blend the need for different levels of security with how to interface with the public.

Chair Strachan understood that 40,000 square feet was the intended structure. He asked for the number of total AUs. Mr. Clyde replied that without having a hard number on the square footage he estimated approximately 20 AUs. There would be 12 transitional studio units with lockout bedrooms, which would be slightly over 1 UE; and eight emergency shelter units with lockouts as well. However, the emergency shelter units would not have

cooking facilities. Chair Strachan clarified that 12 units would go to the Hospital and 8 units would go to Summit County for a total of 20 AUs. Mr. Clyde answered yes.

Commissioner Joyce noted that the Hospital has been operational for quite a while and the second phase was fast approaching; however, they have not built any of the 28 affordable housing units that IHC was putting in Park City Heights to fulfill their obligation. He understood that part of the delay was tied to delays in Park City Heights. Commissioner Joyce remarked that a few months ago he heard that some of the Park City Heights units were starting to be sold, and that the affordable housing units would be sold over the next five to ten years. Commissioner Joyce found it unacceptable to have a hospital project with an affordable housing commitment that goes from being built and open for years to being expanded without seeing one unit of affordable housing. The Peace House would be the first affordable component primarily because Peace House has a deadline to meet.

Commissioner Joyce understood that the City was doing a lot of work with Affordable Housing, but he was frustrated with the process. Another example was the obligation for worker housing for PCMR that was never built. Commissioner Joyce suggested that the City should begin to require that the affordable housing be built and occupied before a certificate of occupancy is issued for the remainder of the project.

Mr. Bush recalled that Commissioner Joyce had made this same comment at the October meeting. He understood that moving forward IHC needs to have the affordable housing projects or programs in place before they bring plans for any future hospital expansion. Mr. Bush stated that IHC was committed to working with partners in the community to meet their affordable housing obligation.

Commissioner Joyce appreciated that Mr. Bush understood his concern. He emphasized that the problem was not just with the Hospital, and that it was important to establish a policy that would apply to every project with an affordable housing obligation.

Mr. Erickson reported that he and Planner Whetstone were already looking into the delays at Park City Heights. He asked Mr. Bush to explain IHC's agreement with Park City Heights on building the first set of affordable units. Mr. Morgan stated that it goes back to the Annexation Agreement and the agreement that was struck as part of the Annexation. He explained that the IHC Board has said that Intermountain Health Care is not in the housing business and they should partner with other entities to build the affordable housing units. Mr. Bush stated that Burbidge and Ivory Development took the responsibility for the required 44.78 affordable units as part of the Annexation and Sales Agreement for the land. Therefore, IHC has not been involved in the actual Park City Heights projects. He noted that Burbidge had to put up a bond as part of the Park City Heights project, and Lot 4

of the IHC campus was deeded to the City as part of the affordable housing contribution. That was the extent of what IHC was obligated to do under the Annexation.

Mr. Erickson stated that building the affordable housing required of this project was critical and it would be resolved before the City allows the next phase of this pre-master plan. He offered to come back with more specific information for the Planning Commission at the next meeting. In addition, the Commissioners were welcome to visit the Planning Department to discuss the matter. Mr. Erickson agreed with Commissioner Joyce's suggestion to amend the LMC to build the affordable housing units early in the project; and he was willing to have that discussion.

Planner Whetstone noted that the Annexation Agreement was included in the Staff report, and pages 130 and 131 contained a section on affordable housing. Planner Whetstone reported that she was currently working with Rhoda Stauffer, the City Affordable Housing Specialist, on a training program for the Planning Commission regarding the affordable housing resolutions and the program itself. She thought it would be helpful for the Planning Commission to understand the resolutions and all the amendments, and they would schedule that training as soon as possible. Chair Strachan thought it would be helpful if Ms. Stauffer could attend the next scheduled meeting with IHC.

Chair Strachan referred to Ms. Stauffer's report in the Staff report, and noted that the City Council, as the Housing Authority, was asked whether they supported granting the exemption of density for the Summit County units with the understanding that any future density granted would be reduced by those units. He wanted to know how the Housing Authority had responded. Planner Whetstone replied that the Housing Authority agreed that if IHC is successful in gaining density, the County units should be taken from that density. However, it was only their recommendation and the Planning Commission would make the final decision.

Mr. Clyde pointed out that money from Summit County was building some of the density. In looking at the global picture, he thought the City might want to take a more generous view on that issue. The County is spending money to put affordable housing in the City that would service the City and the County. He suggested that it may be unreasonable to tell the County that they need to spend money to buy units to transfer in to cover the affordable housing units the County was building for the City's benefit. He thought there might be a more cooperative way to handle the issue.

Mr. Erickson bifurcated the Lot 8 and Peace House issues this evening. The remaining items would be continued to a future meeting.

Chair Strachan thought the Lot 8 subdivision was tied to the Summit County units and the two could not be separated. Mr. Clyde stated that based on the nature of the lease, Peace House is not dependent on the subdivision of Lot 8. If the subdivision is not approved, Peace House has the entire lot. Mr. Bush remarked that the only entitlement that Peace House is required to get for the lease is the MPD amendment making it a permitted use for affordable housing, and approval of the CUP. Mr. Bush explained that IHC would like to subdivide Lot 8, but it would not affect the lease with Peace House.

Chair Strachan agreed with Mr. Clyde that the City needs to give a little as well. He was concerned about double-dipping where IHC would benefit from both the County and the City's affordable housing obligations. Chair Strachan was uncomfortable with the language in the Staff report stating, "Through agreements with other entities and transfer of development on certain parcels, the housing obligation was reduced by 22.37 AUEs." He thought it emphasized Commissioner Joyce's point about building the affordable units. Chair Strachan understood the give and take between the City and County, but at the same time IHC needed to understand that the Planning Commission expected to see built units. They cannot keep shifting things around and transferring parcels. Chair Strachan anticipated a problem with the subdivision because it could increase the density.

Mr. Bush clarified that the purpose of the subdivision was to enable them to keep the required 80% open space on site. It was not planned for development. Planner Whetstone pointed out that the parcel was mostly wetlands. Mr. Bush reminded the Commissioners that the density on Lot 8 was transferred last Fall; therefore, there is no density on Lot 8. The request for additional density for support medical was an item for a future conversation. Chair Strachan believed the two were intertwined. By giving the Peace House a generous lease of \$1 per year, he assumed that IHC would need to recoup the money somehow by finding additional square footage on a different piece of the campus.

Chair Strachan pointed out that this was a pre-MPD and there would be time to have the necessary in-depth discussions. At this point he could not find anything that would deny their request, but there was still a lot of work to resolve the issues.

Commissioner Thimm referred to a number of places in the report indicating that the Staff was seeking commentary. Mr. Erickson stated that if the Commissioners provided commentary this evening it should focus on Lot 8 and Peace House. He was also interested in hearing their comments regarding affordable housing. Planner Whetstone provided some background on deferments and transfers related to the affordable housing obligation.

Commissioner Band asked Planner Whetstone to walk through the site plan to orient the Commissioners to the entire site and the lots. Planner Whetstone did not have a site plan available, but she reviewed the plat and identified the specific lots and general layout of the site.

Per the questions on page 102 of the Staff reports, Chair Strachan asked if anyone had concerns regarding the location of the Peace House. The Commissioners had no issues. Chair Strachan asked if the Commissioners thought the Peace House was consistent with the General Plan. Commissioner Thimm supported the use. The Commissioners had no issues. Based on previous comments, Chair Strachan tabled the questions regarding the subdivision of Lot 8 to another meeting. The Commissioners concurred.

Chair Strachan reviewed the Conditions of Approval of the October 8th, 2014 approval. Condition #16 addressed the mitigation for the loss of use of the planned ballfield. The Staff report indicated that the Condition was a carryover from the MPD and that the applicant had satisfied the Condition as stated in Finding of Fact #21. The Commissioners were comfortable with the Staff's response.

Condition #17 related to the parking study. Commissioner Joyce recalled a lengthy discussion regarding the parking study. The question at that time was whether the applicant should come back in one year with a traffic study. During that discussion the Planning Commission determined that nothing would change in a year and a study would be pointless. He recalled that the Planning Commission decided not to require a parking study until IHC comes back with a relevant proposal to expand the hospital. IHC would be required to submit a parking study as part of the application for the next expansion. The Commissioners had the same recollection.

Mr. Erickson thought they should include a time threshold when they write the Master Planned Development Agreement and incorporate the Annexation. Mr. Bush suggested that they tie the parking study to the next Hospital CUP. Commissioner Joyce favored that approach because it was more in line with their previous decision. The Commissioners concurred.

Chair Strachan noted that Condition #18 was a Development Agreement question with affordable housing obligations. He suggested that they table the discussion until they have the affordable housing discussion at the next meeting. Mr. Bush was not opposed to tabling the discussion. He remarked that the intent is to have a Development Agreement at the conclusion of this MPD amendment process. He thought it was better to wait until they could have a more detailed discussion and talk about all the potential elements of amending the MPD.

Chair Strachan asked the Commissioners for their thoughts on the question about locating a Park City District fire station within the IHC MPD. Commissioner Band stated that she has been talking to Paul about this for over a year. As a real estate agent she was trying to help him find a parcel because the District is in desperate need of a fire station. They need a lot of space, but they also need to be close to roads and intersections. The Fire District found space on City property but she believed they would rather deal with a private entity if possible. Commissioner Band personally did not think the fire station should be counted as density because it is a public service.

Commissioner Thimm agreed that essential public services should be located when and where they are needed. He noted that part of the question is whether or not the CT zone allows for a fire station use. His reading of the zone is that it allows public and quasi-public, civic and municipal uses; and he believed that a fire station would fall somewhere within that category. Commissioner Thimm stated that it would be a conditional use that would come before the Planning Commission and he would support it. Commissioner Thimm did not think the area of the fire station should detract from the allowed density that was approved.

Mr. Erickson believed the density issue required cross discussion with other City departments and the people who crafted the density equation. The Staff would bring this back to the Planning Commission for further discussion. Commissioner Band wanted to know why the Annexation Agreement had a different density number than the MPD. Mr. Erickson stated that he and the Staff were looking into why that happened. He did not have an answer this evening, but he hoped to be able to answer that question at a later date. Another question he would like to be able to answer is how many unit equivalents are in the Quinn's Junction area total, and how many have been used up by the hospital in this particular development. Mr. Erickson remarked that the Staff would research the background on the UEs and report back to the Planning Commission.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

The Commissioners were prepared to make a motion but needed guidance on how to phrase it.

Based on their discussion, Mr. Erickson suggested that the Planning Commission motion should be to find that the Pre-MPD application was consistent with the General Plan and Zoning for the location and use of the Peace House on Lot 8; Administrative adjustments to

Conditions #16 and #17 in the Development Agreement, but not Condition #18; and for a Park City fire station generally within the MPD as discussed this evening.

MOTION: Commissioner Joyce made the motion as phrased by the Interim Planning Director Bruce Erickson, to find that the Pre-MPD application was consistent with the General Plan and Zoning for the location and use of the Peace House on Lot 8; Administrative adjustments to Conditions #16 and #17 in the Development Agreement, but not Condition #18; and for a Park City fire station generally within the MPD as discussed this evening. Commissioner Band seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – Items 1, 2 and 4

1. On February 18, 2015, the City received a completed application for a pre-Application for a Master Planned Development amendment located at 750 Round Valley Drive.
2. The proposed MPD Amendment includes the following main items:
 - Fulfillment and phasing of the IHC MPD Affordable Housing Obligation
 - Subdivision of Lot 8 into two lots
 - Additional 50 units of density to bring total density to 3 units/acre from the existing density of 2.64 units/acre (continue to Sept 9)
 - Corrections to conditions of the October 8, 2014 approvals (MPD Amendment)
 - Amendment to the Development Agreement
 - Consideration of inclusion of a Fire Station within the MPD (Continue to September 9)
3. A full MPD application, and a Conditional Use Permit for construction of the Peace House, will be required to include a site plan, landscaping plan, a phasing plan, utility and grading plans, traffic and parking study updates, open space calculations, architectural elevations, view shed studies, sensitive lands analysis, affordable housing mitigation plan, soils/mine hazard studies as applicable, density analysis, and other MPD requirements as outlined in LMC Chapter 6, including any additional items requested by the Planning Commission at the pre- MPD meeting.
4. The property is zoned Community Transition (CT).
5. There is no minimum lot size in the CT zone.
6. The base density in the CT Zone is 1 unit per 20 acres. Maximum density allowed in the Community Transition (CT) Zoning District for non-residential projects is 3 units per acre provided that all Density bonus requirements set forth in LMC Section 15-

- 2.23A are met and the additional standards are incorporated into the amended Master Planned Development.
7. The MPD Amendment includes a proposal to locate the Peace house, with transitional housing, shelter housing and support services, to the eastern 3.6 acres of Lot 8 to satisfy 12.5 AUEs of remaining 23.32 AUEs of housing obligation (not including any additional requirements associated with any approved additional density). IHC offers the lot for Peace House use at a nominal cost of \$1 per year as a “ground” lease.
 8. The above affordable housing strategy for the Peace House was approved by the Park City Housing Authority on June 4, 2015.
 9. Access to the property is from Round Valley Drive, a public street.
 10. The property is subject to the IHC/USSA/Burbidge Annexation plat and Annexation Agreement recorded at Summit County on January 23, 2007.
 11. On May 23, 2007, the Planning Commission approved a Master Planned Development for the IHC aka Park City Medical Center as well as a Conditional Use Permit for Phase One. Phase One included a 122,000 square foot hospital building (with an additional 13,000 square feet of constructed, unfinished shell space) with 50,000 square feet of medical offices. Two separate medical support buildings were proposed in the initial phase of development, including the Physician’s Holding building on Lot 7 and the People’s Health Center/ Summit County Health offices building on Lot 10 (25,000 sf each).
 12. On November 25, 2008, a final subdivision plat known as the Subdivision Plat (Amended) for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility was approved and recorded at Summit County
 13. On October 8, 2014 the Planning Commission approved MPD amendments for Phase 2 construction. These MPD Amendments transferred 50,000 sf of support medical clinic uses to Lot 1 from Lots 6 and 8 (25,000 sf each).
 14. A requirement for any Master Planned Development (MPD) (or amendment to an MPD) is a pre-application public meeting and determination of compliance with the Park City General Plan and the purpose and uses of the zoning district (CT) in this case.
 15. The CT zone per LMC Section 15-2.23-2 allows for a variety of uses including conservation and agriculture activities; different types of housing and alternative living situations and quarters; trails and trailhead improvements; recreation and outdoor related uses; public, quasi public, civic, municipal and institutional uses; hospital and other health related services; athlete training, testing, and related programs; group care facilities, ancillary support commercial uses; transit facilities and park and ride lots; small wind energy systems; etc.
 16. It was determined at the time of the annexation and approval of the MPD that the Intermountain Healthcare Hospital (aka Park City Medical Center) and associated support medical offices are consistent with the purpose and uses of the zone.

17. The proposed Peace House use is consistent with existing uses and is consistent with the CT Zone and Goals of the General Plan for the Quinn's Junction Neighborhood.
18. The Land Management Code (LMC 15-6-4(B)) describes the pre- Application process for MPDs and MPD amendments.
19. The purpose of the pre-application public meeting is to have the applicant present preliminary concepts and give the public an opportunity to respond to those concepts prior to submittal of the MPD amendment application.
20. IHC is located in the Quinn's Junction neighborhood, as described in the new Park City General Plan.
21. The Joint Planning Principles for the Quinn's Junction area recommend development patterns of clustered development balanced with preservation of open space. Public preserved open space and recreation is the predominant existing land use. Clustered development should be designed to enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas. New development should be set back in compliance with the Entry Corridor Protection Overlay. Sensitive Lands should be considered in design and protected. Uses contemplated for this neighborhood include institutional development limited to hospital, educational facilities, recreation, sports training, arts, cultural heritage, etc.
22. The proposed MPD amendments are consistent with the intent of the Joint Planning Principles for the Quinn's Junction area.
23. Amendments to the IHC MPD are a compatible use in this neighborhood. Development is setback from the Entry Corridor to preserve the open view from SR 248. Sensitive wetland areas should be protected and taken into consideration in design of driveways, parking lots, and buildings, as well as protected from impacts of proposed uses.
24. Small Town Goals of the General Plan include protection of undeveloped land; discourage sprawl, and direct growth inward to strengthen existing neighborhoods. Alternative modes of transportation are encouraged and the MPD/CUP for the Peace House will need to describe alternative transportation related to the Peace House operations and residents.
25. Quinn's Junction is identified as a Development Node. The proposed MPD amendments include uses to provide a public location for the Peace House and support the existing IHC uses and mission. The housing proposed is short term transitional housing and emergency shelter housing in support of the Peace House mission.
26. There is existing City bus service to the area on an as needed basis and additional uses will help to validate additional services. Studies of transit and transportation in

- the Quinn's area will be important in evaluating the merits of the MPD amendments and considerations for permanent bus routes in the area.
27. The IHC and proposed Peace House Lot 8 are located on the City's trail system and adjacent to Round Valley open space and medical services.
 28. Natural Setting Goals of the General Plan include conserve a healthy network of open space for continued access to and respect for the natural setting. Goals also include energy efficiency and conservation of natural resources.
 29. With the proposed changes the MPD would require a minimum of 80% open space, excluding all hard surface areas, parking, driveways, and buildings.
 30. The proposed MPD amendments include relocating the existing Peace House to a location where the mission can be expanded and enhanced.
 31. Green building requirements are part of the existing Annexation Agreement and would continue to apply to the Peace House facility.
 32. Sense of Community Goals of the General Plan include creation of diversity of housing, including affordable housing; provision of parks and recreation opportunities; and provision of world class recreation and infrastructure to host local, regional, national, and international events while maintaining a balance with the sense of community.
 33. A primary reason for the proposed MPD amendments is to provide improvements and enhancements to allow the Peace House to relocate to a public location to continue to be successful and to carry out their mission. The proposed transitional housing will complement the shelter.
 34. On April 8, 2015, the Planning Commission opened a public hearing and continued the item to a date uncertain to allow City Staff to work out issues related to the affordable housing obligation. No public input was provided at the meeting.
 35. On August 12, 2015 the property was re-posted and letters were mailed to neighboring property owners per requirements of the Land Management Code.
 36. On August 8, 2015 a legal notice of the public hearing was published in the Park Record and placed on the Utah public meeting website.
 37. On August 26, 2015, the Planning Commission conducted a public hearing and discussed the pre-MPD for the IHC MPD amendment.
 38. At the pre-Application public meeting, the Applicant presented the preliminary concepts for the proposed Master Planned Development. This preliminary review focused on identifying issues of compliance with the General Plan and zoning compliance for the proposed MPD.

Conclusions of Law – Items 1, 2 and 4

1. The proposed MPD Amendments to the Intermountain Healthcare Hospital MPD initially comply with the intent of the Park City General Plan and general purposes of the Community Transition (CT) zone.

2. A full MPD application is required to be submitted and reviewed by City Staff with a recommendation provided to the Planning Commission prior to issuance of any building permits for construction related to these amendments.
3. The full MPD application will include typical MPD studies such as an updated traffic/intersection study, updated utility capacity study (including water, sewer, gas/electric, communications, etc.), a revised phasing plan, an affordable housing plan for remaining and new obligation, reports on any additional mine hazard or soils issues for revised building footprints, open space calculations, updated sensitive lands and wildlife reports, Frontage Protection Zone setback exhibit, parking analysis, and public benefits analysis.
4. A Conditional Use Permit application for construction of any phase of development within the MPD will be required prior to issuance of a building permit.
5. Typical CUP requirements include site plan, landscaping plan, phasing of construction, utility and grading plans, storm water plans, parking and circulation plans, open space calculations, architectural elevations and visual studies, materials and colors, specific geotechnical studies, etc.).
6. The MPD will be reviewed for compliance with the MPD requirements as outlined in LMC Chapter 6, the Annexation Agreement, the CT zone requirements, as well as any additional items requested by the Planning Commission at the pre-MPD meeting.
7. Finding a Pre-MPD application consistent with the General Plan and general purposes of the zone, does not indicate approval of the full MPD or subsequent Conditional Use Permits.
8. These findings are made prior to the Applicant filing a formal MPD Application.

The Park City Planning Commission Meeting adjourned at 7:10 p.m.

Approved by Planning Commission: _____

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EXHIBIT C

When recorded, please return to:

PARK CITY MUNICIPAL CORPORATION
City Recorder
P O Box 1480
Park City UT 84060

and to:

Guy P. Kroesche, Esq.
STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

and to:

Charles R. Brown, Esq.
CLYDE SNOW SESSIONS & SWENSON
201 South Main Street, Suite 1300
Salt Lake City, Utah 84111

and to:

Ira B. Rubinfeld, Esq.
RAY QUINNEY & NEBEKER
36 South State Street, Suite 1400
Salt Lake City, Utah 84145

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY PARK CITY MUNICIPAL CORPORATION



ANNEXATION AGREEMENT

This ANNEXATION AGREEMENT (this "Annexation Agreement") is made by and between Park City Municipal Corporation (hereinafter, the "City") and Burbs, L.L.C., a Utah limited liability company (hereafter, the "Petitioner") to set forth the terms and conditions under which the City will annex certain land owned by the Petitioner, consisting of approximately 157 acres and located in unincorporated Summit County, Utah, at the northwest corner of State Road 248 and Highway 40 (as further defined below, the "Property"), into the corporate limits of the City and extend municipal services to the Property. This Annexation Agreement is made under authority of §§ 10-2-401 et. seq. of the Utah Code, Annotated 1953, as amended, and shall serve as a supplemental annexation policy declaration when executed by all parties.

WHEREAS, the Petitioner entered into that certain Real Estate Acquisition Agreement, dated as of October 21, 2004, as amended by that certain Amendment to Real Estate Acquisition Agreement, dated as of October 21, 2005, as further amended by that certain Second Amendment to Real Estate Acquisition Agreement, dated as of October 27, 2005, as amended by that certain Third Amendment to Real Estate Acquisition Agreement, dated as of April 27, 2006, as amended by that certain Fourth Amendment to Real Estate Acquisition Agreement, dated as of August 11, 2006, as amended by that certain Fifth Amendment to Real Estate Acquisition Agreement, dated as of August 25, 2006, as amended by that certain Sixth Amendment to Real Estate Acquisition Agreement, dated as of September 27, 2006, as amended by that certain Seventh Amendment to Real Estate Acquisition Agreement, dated as of October 27, 2006, and as amended by that certain Eighth Amendment to Real Estate Acquisition Agreement, dated as of November 30, 2006, (collectively, the "Real Estate Acquisition Agreement"), for the sale of a portion of the Property (the "Intermountain Healthcare Property") to IHC Health Services, Inc., a Utah nonprofit corporation ("Intermountain Healthcare");

SaltLake-289043.6 0033566-00189

WHEREAS, the Petitioner has previously notified to the United States Ski and Snowboard Association, a Utah nonprofit organization (the "USSA"), that the Petitioner desires to donate five (5) acres of the Property (the "USSA Property") to USSA, and USSA is willing to accept such donation;

WHEREAS, in furtherance of the foregoing, the Petitioner desires to annex the Property into the corporate limits of the City and, to that end, an annexation petition (the "Annexation Petition") for the Property was filed with the City on November 3, 2004, and accepted by the City on November 18, 2004;

WHEREAS, in connection with any such annexation (the "Annexation"), the Property is proposed to be zoned Community Transition District - Master Planned Development ("CT-MPD"), a new City zoning district that allows for a community hospital/medical facility, support medical offices, public/quasi-public institutional uses, United States Ski and Snowboard headquarters and a sports training complex, public recreation uses, affordable/employee housing, and open space land uses on the Property;

WHEREAS, to these ends, the City has issued certain Findings and Conditions with respect to the Property, which are attached as Exhibit "A" (the "Findings and Conditions");

WHEREAS, the parties understand, acknowledge and agree that the Annexation of the Property is conditioned upon, among other matters, the satisfaction of the terms and conditions set forth in the Findings and Conditions and this Annexation Agreement, as well as the completion of the master plan development for the Intermountain Healthcare Property or the USSA Property, as the case may be (in either case an "MPD") and subdivision (the "Subdivision") of the Property, all to the satisfaction, in their respective discretion, of the Petitioner, Intermountain Healthcare, USSA, and the City, as applicable, and as evidenced by the Subdivision plat for the Property (as accepted by the City and filed in the official real estate records of Summit County, Utah, the "Subdivision Plat"); and

WHEREAS, except as otherwise defined herein, capitalized terms shall be as defined in the Findings and Conditions;

NOW, THEREFORE, in furtherance of the Annexation Petition, in consideration of the City's agreement to annex the Property and in consideration of the mutual promises contained herein, as well as the mutual benefits to be derived herefrom, the parties agree that the terms and conditions of Annexation shall be as follows:

1. **Property.** The Property to be annexed is approximately 157 acres in size, as depicted on the annexation plat attached as Exhibit "B" (the "Annexation Plat") and as more fully described in the legal description attached as Exhibit "C."
2. **Zoning.** Upon Annexation, the Property will be zoned CT-MPD, as shown on Exhibit "B."
3. **Master Plan Approval; Phasing.** Pursuant to Land Management Code Section 15-8-3 (D), an application for a Master Planned Development of the Property (as submitted, the "MPD"), a copy of which is attached as Exhibit "D," was filed with the City on November 3, 2004, and accepted by the City on November 18, 2004. This Annexation Agreement does not represent approval or vesting of the MPD. Rather, the MPD and the use and development of the Intermountain Healthcare Property and the USSA Property shall be governed by the zoning designations provided herein and, consistent with this Annexation Agreement and the Findings and Conditions, shall be finalized (and, as necessary, amended) as soon as reasonably practicable following completion of the Annexation pursuant to Utah Code Annotated § 10-2-425(5) (as applicable to the Intermountain Healthcare Property, the USSA Property or the remainder of the Property, the "Final MPD").

Any substantive amendments to the MPD or this Annexation Agreement shall be processed in accordance with the Park City Land Management Code. Further, as part of the MPD review and approval process, again consistent with this Annexation Agreement and the Findings and Conditions, the phasing of the development of the Intermountain Healthcare Property or the USSA Property, as the case may be, shall be determined, to ensure the adequacy of public facilities that may be required to support any such development.

4. **Trails.** A condition precedent to the Annexation and the Final MPD for the Intermountain Healthcare Property or the USSA Property, as the case may be, is the grant to the City of public easements (collectively, the "Trail Easements") for the construction of non-vehicular pedestrian trails (collectively, the "Trails"), the location, width and use of which shall be determined during the MPD review and approval process, and which shall be documented in one or more development agreements for the Intermountain Healthcare Property the USSA Property, as the case may be, or any portions thereof (in any case, a "Development Agreement"). The Trail Easements shall include, but are not limited to, those easements necessary to extend and/or relocate certain of the existing non-vehicular pedestrian trails to connect to other public trail easements existing on adjacent properties. Any obligations with respect to the construction of any such trails shall be governed by the terms and conditions of the Development Agreement for the USSA Property, the Intermountain Healthcare Property or any other part of the Property, as the case may be, and, further, unless otherwise provided in any such Development Agreement, shall be the responsibility of the owner of the USSA Property, the Intermountain Healthcare Property, or any other part of the Property, as the case may be.

5. **Fire Prevention Measures.** Because of significant wild land interface issues on the Property, the Petitioner (or, as specified in connection with any such assignment, its assigns) agrees to implement a fire protection and emergency access plan, to be submitted prior to the issuance of any building permits, and to be reviewed and approved by the Fire Marshall and Chief Building Official for compliance with applicable building and fire codes.

6. **Roads, Road Design and Access.** All streets and roads within the Property shall be designed according to the City's road design standards and, as soon as reasonably practicable following the construction thereof (to the extent, as determined during the MPD review and approval process, to be dedicated to the City), shall be dedicated to the City for purposes of public thoroughfares and, upon acceptance thereof by the City, the maintenance and repair thereof by the City. Until such time as any such streets and roads shall be dedicated to, and accepted by, the City pursuant to the City's applicable ordinances governing any such dedication, maintenance and repair of all such streets and roads shall remain with the Petitioner (or, as specified in connection with any such assignment, its assigns). All roads and streets within the Property shall be not less than thirty feet (30') wide, back of curb to back of curb, unless, consistent with this Annexation Agreement, applicable City ordinances and the Findings and Conditions, otherwise reduced by the City for pedestrian traffic calming or other public purposes. The terms and conditions of grading and constructing access roads and streets across any City property shall be agreed to as part of the MPD review and approval process.

Notwithstanding any other term or condition of this Annexation Agreement and as and to the extent reasonably necessary or appropriate for, consistent with this Annexation Agreement and the Findings and Conditions, use of the Intermountain Healthcare Property, the City, without additional consideration therefor, agrees to (a) by means of (i) a publicly-dedicated roadway and/or (ii) a nonexclusive, perpetual easement and right of way for the benefit of the Intermountain Healthcare Property, provide access to and from the Intermountain Healthcare Property to State Road 248 in Summit County, Utah (all as shown on attached Exhibit "E" road design plan, prepared by Horrocks Engineers on November 6, 2005, and approved by the City Engineer), for main and primary vehicular and pedestrian access (the "Main Access Roadway"), and (b) by means of a nonexclusive, perpetual easement and right of way for the benefit of the Intermountain Healthcare Property, provide access to and from the Intermountain Healthcare Property for emergency and secondary vehicular and pedestrian access (the "Secondary Access

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Easement"). The Main Access Roadway and the Secondary Access Easement each shall be not less than thirty feet (30') wide, back of curb to back of curb, exclusive of any sidewalks or other improvements and, further, shall be in such locations as shall be mutually acceptable to the City and Intermountain Healthcare. Except as and to the extent consistent with the use of the Intermountain Healthcare Property (and as, to the extent practicable, confirmed in connection with the sale and acquisition of the Intermountain Healthcare Property), neither the Main Access Roadway nor the Secondary Access Easement shall be subject to any use restrictions, conditions, limitations, or encumbrances (other than, to the extent the Secondary Access Easement shall not be on the City's property, general property taxes or assessments not yet due and payable) and, in addition, shall provide insurable access to and from the Intermountain Healthcare Property; provided, however, that, as specified during the MPD review and approval process, a locked gate may restrict use of the Secondary Access Easement to emergency and fire use only.

The Petitioner (or, except as otherwise may be agreed in writing in connection with any such assignment, its assigns) shall not have any obligation or liability for the Main Access Roadway or the Secondary Access Easement until review and approval by the City of the Final MPD. The City further agrees that roadway and street construction costs and expenses incurred by the Petitioner (or its assigns) shall be credited against any other impact or other development fees and costs for which the Petitioner (or its assigns) may be liable by reason of this Annexation Agreement or, consistent with the Findings and Conditions, otherwise with respect to the Intermountain Healthcare Property, the improvement of State Road 248, or the USSA Property, including without limitation any costs or expenses incurred in connection with the obligations under Section 17, below. The Petitioner (or, as specified in connection with any such assignment, its assigns) may require other or third parties to enter into a latecomer's agreement to reimburse the Petitioner for a portion of its costs in extending roads, traffic infrastructure and access to the Property.

7. **Sanitary Sewer, Line Extensions and Related Matters.** Construction and alignment of the sanitary sewer shall be determined as part of the MPD review and approval process. The preferred alignment of the sanitary sewer shall be that which results in the least visual impact and site disturbance while meeting the site design and construction requirements of the Snyderville Basin Water Reclamation District. Further, as part of a Development Agreement, the Petitioner (or, as specified in connection with any such assignment, its assigns) shall enter into a latecomer's agreement to reimburse the City for a portion of its costs in extending sewer facilities adjacent to the Intermountain Healthcare Property or the USSA Property, as the case may be.

8. **Water Rights and Water Source Capacity.** The Petitioner (or, as specified in connection with any such assignment, its assigns) hereby agrees to purchase culinary water and, as appropriate, irrigation water from the City, subject to the provisions of this Section 8. The City shall and hereby agrees, upon payment therefor as specified in and contemplated under this Section 8, to provide such culinary water and, as appropriate, irrigation water, as shall be sufficient to meet the projected peak daily water demand for (a) the Intermountain Healthcare Property, which the parties understand, acknowledge and agree is 101,528 gallons per day at full build-out (the "Intermountain Healthcare Peak Water Demand") and (b) the USSA Property, which the parties understand, acknowledge and agree is 8,759 gallons per day at full build-out (the "USSA Peak Water Demand"). The Petitioner (or, as specified in connection with any such assignment, its assigns) agrees to pay the City for such water in the amount of SIXTEEN THOUSAND AND NO/100 DOLLARS (\$16,000) per Equivalent Residential Unit ("ERU"), inclusive of (i) a proportionate share of any capital costs incurred by the City through the Snyderville Importation Project, (ii) any water share acquisition costs for water from the Weber Basin Water Conservancy District, (iii) a proportionate share of any water treatment costs based on the Intermountain Healthcare Peak Water Demand and the USSA Peak Water Demand, (iv) any City water impact fees therefor, and (v) any City water connection impact fees (collectively, the "Water Cost").¹ Such Water Cost, respectively, shall be paid to the City within ten (10) business days following the Final MPD. Based

¹ The Water Cost was calculated by the City, as shown on attached Exhibit "G."

upon the peak water demand figures submitted to the City by Intermountain Healthcare and the USSA, at the City's request, the City calculated and hereby confirms that, the number of ERUs respectively, is equivalent to 63.455 ERUs and 5.47 ERUs.

The City shall not be obligated to provide any water in excess of (A) the Intermountain Healthcare Peak Water Demand for the Intermountain Healthcare Property and (B) the USSA Peak Water Demand for the USSA Property and, notwithstanding any other term or condition hereof, the Petitioner (or, as specified in connection with any such assignment, its assigns) shall not be obligated to pay any amounts in excess of SIXTEEN THOUSAND AND NO/100 DOLLARS (\$16,000) per ERU. Further, the Petitioner (or, except as otherwise may be agreed in writing in connection with any such assignment, its assigns) and the City agree to enter into a separate agreement, mutually acceptable to the parties thereto, which shall document and provide for the implementation of the material terms of Sections 8, 9, and 10 of this Annexation Agreement, before the Final MPD; provided, however, that the Petitioner (or its assigns) shall not have any obligation or liability to purchase any water from the City until after the Final MPD. The Petitioner (or, as specified in connection with any such assignment, its assigns) is separately responsible for any redundant water rights, source capacity and/or systems as may be required in connection with the use and development of the Intermountain Healthcare Property or the USSA Property, as the case may be, and as required by applicable laws, rules or regulations relating thereto.

In conjunction with the construction of the Units by Petitioner on the City Donated Parcel or the Alternative Affordable Housing Location, as further described in Section 11, the City agrees that it will provide culinary water and, as appropriate, irrigation water, as shall be sufficient to meet the projected peak daily water demand for the Units, as ultimately determined by Petitioner and the City and approved for construction by the City. Petitioner agrees to pay to the City normal and customary charges for such water, which Water Cost shall not be in excess of the Water Cost to be paid the City for water to the Intermountain Healthcare Property and USSA Property, as set forth above in this Section 8.

9. **Water Impact Fees and Credits.** The City confirms that the total water impact fee was calculated by the City in the same manner and in the same comparative amount as with other developments within municipal boundaries. Any applicable credits that the Petitioner (or its assigns) may be eligible for will be determined by the City in the same manner and in the same comparative amount as with other developments within the City.

10. **Other Water Facilities, Infrastructure and Systems Costs.** As a condition precedent to the effectiveness of this Annexation Agreement, certain water facilities and systems, including an upgrade to the Fairway Hills pump station, shall be required to be constructed to service the Intermountain Healthcare Property and the USSA Property, and, to the extent to be dedicated to the City, easements therefor granted to the City, all of which shall be determined, and agreed to, by the affected parties and the City during the MPD review and approval process (the "Water Facilities and Systems"). Any and all such Water Facilities and Systems shall be constructed in accordance with specifications reasonably required by the City Engineer. Notwithstanding any term or condition of this Annexation Agreement, the City shall be responsible for the cost of any over-sizing of any Water Facilities and Systems, and, as and to the extent the Petitioner (or its assigns) shall pay or be liable for any such costs, the Petitioner (or, as applicable, Intermountain Healthcare or USSA) shall receive an appropriate credit or contribution from the City (as determined during the MPD review and approval process) for any over-sized Water Facilities and Systems designed, constructed or configured for the benefit of or to accommodate the needs of the City or any other person or entity.

In connection with the MPD and the Subdivision² review and approval processes, on-site storm runoff detention facilities, or approved alternatives, as approved by the City Engineer, may be required. The timing for the construction of such storm run-off improvements shall be determined during the MPD review and approval process (the "Storm Detention Facilities"). The City shall be responsible for the cost of any over-sized on-site Storm Detention Facilities required as determined as part of the MPD (as sized and located to the reasonable satisfaction of Intermountain Healthcare and USSA), and, as and to the extent the Petitioner (or its assigns) shall pay or be liable for any such costs, the Petitioner (or, as applicable, Intermountain Healthcare or USSA) shall receive an appropriate credit or contribution from the City (as determined by the Petitioner and the City during the MPD review and approval process) for any such facilities designed, constructed or configured for the benefit of or to accommodate the needs of the City or any other person or entity.

As part of the MPD review and approval process, the Petitioner (or, as specified in connection with any such assignment, its assigns), the City and the affected parties shall determine and agree on the proportionate costs and/or appropriate credits or contributions from the City for the installation, construction, repair, and maintenance of any excess length, size or capacity storm sewer and/or sanitary sewer lines, power, sewer, and other utility line extensions and related facilities (including without limitation the Storm Retention Facilities and the Water Facilities and Systems, the "Sewer and Related Facilities"), which may be required for the use and development of the Property, or any part thereof, and the provision of municipal services related thereto (with the understanding that the Petitioner (or, as applicable, the respective owners of the Intermountain Healthcare Property or the USSA Property) shall receive an appropriate credit or contribution from the City for the cost of any Sewer and Related Facilities designed, constructed or configured for the benefit of or to accommodate the needs of the City or any other person or entity. The extent to which such Sewer and Related Facilities shall be dedicated to the City, and the required granting of easements therefor, shall also be determined, and agreed to, by the Petitioner (or, as specified in connection with any such assignment, its assigns), the affected parties and the City during the MPD review and approval process.

11. **Affordable Housing Requirement.** Affordable/employee housing shall be provided in a manner consistent with the Findings and Conditions (the "Employee/Affordable Housing"), with the understanding and agreement of the parties that:

a. The Employee/Affordable Housing requirement for development associated with the Intermountain Healthcare hospital (300,000 square feet) is 44.78 "Affordable Unit Equivalents" (as defined in the City's Land Management Code) (the "Units"). Petitioner previously notified the City that it desires to and will donate five (5) acres of the Property (the "City Donated Parcel") to the City. Intermountain Healthcare, the City and the Petitioner have agreed that the foregoing Employee/Affordable Housing requirement shall be satisfied by the Petitioner's donation of the City Donated Parcel to the City as previously committed to by Petitioner, and the other terms and conditions of this Section 11. Within twelve (12) months of the effective date of this Agreement, the City shall determine if the Units are to be located on the City Donated Parcel or at some alternate location within the City, as agreed to by Petitioner (or its assignees), which agreement shall not be unreasonably withheld, conditioned or delayed, (an "Alternate Affordable Housing Location"); provided that, in the event of an Alternate Affordable Housing Location, the Petitioner (and any assignee thereof) shall not have any obligation, cost or otherwise, for the acquisition of any such Alternate Affordable Housing Location; and provided that, in the event the Units are located on any Alternate Affordable Housing Location, the Petitioner (or any assignee thereof) shall not

² The Subdivision review and approval process will be a two-part process. The first part of the Subdivision review and approval process will establish the lot lines of the Intermountain Healthcare Property, the USSA Property, the City Donated Parcel, and the City Recreation/Open Space Parcel and, in that connection, allow for the recording of the Subdivision Plat in the official real estate records of Summit County, Utah. The second part of the Subdivision review and approval process will include an amendment to the Subdivision Plat, which will be processed during the MPD review and approval process and, to the extent appropriate, will incorporate any necessary requirements of this Section 10.

incur, or be obligated for, any costs or expenses in excess of those that would be incurred if the Units were located and constructed on the City Donated Parcel. Subject to the foregoing, within twenty-four (24) months of the effective date of this Agreement, the Petitioner (or any assignee thereof) shall either (i) begin construction of the Units on the City Donated Parcel or at the Alternate Affordable Housing Location or (ii) post a financial guarantee in favor of the City in a form, on terms and in the amount set forth in attached Exhibit "F" (the "Financial Guarantee").³

The City shall not issue building permits for development of the Intermountain Healthcare hospital in excess of 149,000 square feet until (A) the commencement of construction of the Units on the City Donated Parcel or an Alternate Affordable Housing Location within twenty-four (24) months following the Annexation, (B) a decision is made to locate the Units on property other than the City Donated Parcel, (C) the satisfaction of the Employee/Affordable Housing requirement for development associated with the Intermountain Healthcare hospital by financing or some other arrangement, or (D) the delivery by Petitioner (or its assigns) and acceptance by the City of the Financial Guarantee.⁴ Any such Units constructed shall be sold or rented by the Petitioner (or any assignee thereof) at deed restricted prices or otherwise financed consistent with the City affordable housing guidelines.

b. The Employee/Affordable Housing requirement for development associated with the a proposed United States Ski and Snowboard Association, a Utah nonprofit organization ("USSA") facility (85,000 square feet) is 10.71 Affordable Unit Equivalents. The Petitioner previously notified USSA that it desires to and will donate the USSA Property, upon which USSA intends to construct its facilities, to USSA. A total deferral of the required 10.71 Affordable Unit Equivalents will be granted by the City upon, and in exchange for, the donation of the USSA Property by the Petitioner to USSA as previously committed to by Petitioner. The deferral is contingent upon continued ownership and occupancy by the facility by USSA or another community-based nonprofit organization. Any change in use to a non-community-based nonprofit organization may require that the deferred Employee/Affordable Housing requirements be met by the owner of the USSA Property as contemplated under the Affordable Housing Guidelines and Standards Resolution 10-06.

c. The Employee/Affordable Housing requirement for development associated with the Support Medical Office area (150,000 square feet) is 34.98 Affordable Unit Equivalents. This requirement shall be satisfied with either on-site or off-site units as determined in connection with the development of the Property to which such area relates and, in any case, shall not reduce the square footage available for the Support Medical Office area. The units shall be sold or rented at deed restricted prices or otherwise financed consistent with the City's affordable housing guidelines. Construction of the affordable units may be phased with the construction of the Support Medical Office area; provided that no certificate of occupancy for the Support Medical Office area in excess of 25,000 square feet shall be issued unless construction has commenced on the required Affordable Unit Equivalents hereunder or a financial guarantee (see footnote no. 2, above) has been posted therefor in a form and in an amount acceptable to the City.

³The form and amount of any bond or other financial assurance required by the City hereunder shall be determined by reasonably estimating the City's administrative costs (which are estimated to be ten percent (10%) of the total cost of construction of the Units), if the City were required to proceed with construction of the Units or any other affordable housing units/equivalents hereunder, and no more.

⁴By the execution hereof, the City hereby acknowledges and confirms, as of the Effective Date, the delivery by the Petitioner and the acceptance by the City of the Financial Guarantee for the Units, which is in the form, on terms and in an amount required by the City. With the Financial Guarantee, the Employee/Affordable Housing requirement for development associated with the Intermountain Healthcare hospital has been satisfied in its entirety and, as such, is not a condition precedent to the issuance of building permits for development of the Intermountain Healthcare hospital in excess of 149,000 square feet.

d. If the "Units" (as defined in subsection 11(a), above), in fact, are located on the City Donated Parcel, the "Units" will be situated, designed and constructed on the City Donated Parcel in a manner approved, in writing and in advance, by Intermountain Healthcare, in Intermountain Healthcare's reasonable discretion. Any proceeds from the sale or lease of the "Units" on the City Donated Parcel or any Alternate Affordable Housing Location, following their design and construction, shall be retained by and constitute the exclusive property of the entity which constructs the "Units," being either the Petitioner, or any assignee thereof, as the case may be. All utilities shall be stubbed to the City Donated Parcel or any Alternate Affordable Housing Location, on which the Units may be constructed, at no cost to Petitioner (or its assigns) or any other party hereto. Further, neither the Petitioner (and its assigns) nor any other party hereto shall have any obligation, cost or otherwise, for any water rights or interests, nor for any other public fees, except for standard planning review and building permit fees necessary for construction of the Units on the City Donated Parcel (or any Alternate Affordable Housing Location).

12. **Planning Review Fees.** Except as otherwise agreed by the City, otherwise specified in a Development Agreement or in this Annexation Agreement, or as part of the MPD review and approval process (including without limitation any applicable credits and/or "in lieu of tax payments"), the Petitioner (or its assigns) shall be responsible for all standard and customary, and generally-applicable planning, building, subdivision and construction inspection fees imposed by the City from time to time.

13. **Impact and Building Fees.** Except as otherwise agreed by the City, otherwise specified in a Development Agreement or in Sections 8, 9 and 10 of this Annexation Agreement, or as part of the MPD review and approval process (including any applicable credits and/or "in lieu of tax payments"), the Petitioner (or its assigns) shall be responsible for all standard and customary, and generally-applicable, fees, such as development, impact, park and recreation land acquisition, building permit and plan check fees due and payable for construction on the Intermountain Healthcare Property, the USSA Property or the remainder of the Property at the time of application for any building permits.

14. **Acceptance of Public Improvements.** Subject to fulfillment of all the conditions of the applicable City ordinances and, further, the City's final approval of the construction of any such public improvements, those roads, streets, water facilities, utilities, and easements as may be agreed by the City, Intermountain Healthcare and/or USSA in connection with the MPD review and approval process (the "Public Improvements"), shall be conveyed and dedicated to the City, for public purposes. Following any such dedication, the City shall be responsible for the maintenance, repair and replacement of any and all such Public Improvements.

15. **Snow Removal and Storage.** Other than as the City may determine necessary or appropriate for the Trails, the City shall not be obligated to remove snow from roads, streets or similar improvements within the Property, until acceptance of the dedication thereof pursuant to the applicable City ordinances or this Annexation Agreement.

16. **Fiscal Impact Analysis.** The fiscal impact analysis prepared by the City Budget, Debt and Grants Department was reviewed, accepted and approved by the City Planning Commission on November 10, 2005. The analysis includes revenue and cost assumptions related to the Annexation and development of the Property and it is hereby accepted and approved by the City as part of this Annexation Agreement.

17. **Traffic Mitigation.** A comprehensive traffic review and analysis of the surrounding properties and jurisdictions was performed by a traffic consultant, Horrocks Engineers, and additional analysis was performed by the City's consultant, Rosenthal and Associates (together referred to herein as the "Traffic Studies"). Any such mitigation measures (inclusive of the "Roadway Access Costs" (as defined below and contemplated under the Findings and Conditions, the "Traffic Mitigation Measures") shall be implemented in a manner consistent with the Findings and Conditions; provided that any costs or expenses shall be proportionately allocated among all affected persons and entities, including without limitation the City; and provided that neither the Petitioner nor its assigns shall be obligated to take or

cause to be taken any such measures until such time as they shall be satisfied that the measures shall have been adequately specified, the costs (and the allocation) thereof determined, the persons and entities participating therein identified, and the payment of any such costs assured to the reasonable satisfaction of the City and the Petitioner (and, as specified in connection with any such assignment, its assigns). Subject to the Findings and Conditions, the parties anticipate that the Petitioner (or, as specified in connection with any such assignment, its assigns) shall incur the financial costs, except land acquisition costs, for the construction of a signalized intersection on State Road 248 and the connection of that intersection with a roadway to the Property, all as shown in the analysis of Horrocks Engineers. The total cost of any and all Traffic Mitigation Measures shall not exceed TEN MILLION AND NO/100 DOLLARS (\$10,000,000), and the Petitioner's (or, as specified in connection with any such assignment, its assigns') proportionate share of the Traffic Mitigation Measures shall be between eleven percent (11%) and twenty-one percent (21%) and, further, shall be determined and documented as part of the MPD review and approval process.

18. **Effective Date.** This Annexation Agreement is effective as of the date the City Council adopts a resolution authorizing the execution of this Annexation Agreement and, further, the City provides notice of the adoption of such resolution to the parties to this Annexation Agreement.

19. **Governing Law; Jurisdiction and Venue.** The laws of the State of Utah shall govern this Annexation Agreement. Jurisdiction and venue are proper in Summit County.

20. **Real Covenant, Equitable Servitude.** This Annexation Agreement constitutes a real covenant and an equitable servitude on the Property. The terms of this Annexation Agreement touch and concern and both benefit and burden the Property. The benefits and burdens of this Annexation Agreement run with the land, and are intended to bind all successors in interest to any portion of the Property. This Annexation Agreement, a certified copy of the ordinance approving the Annexation (the "Annexation Ordinance"), and the Annexation Plat shall be recorded in the official real estate records of Summit County, Utah.

21. **Assignment.** Neither this Annexation Agreement nor any of the provisions, terms or conditions hereof may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Annexation Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to the Petitioner or its successors or assigns; provided that, notwithstanding the foregoing, the City hereby consents to the assignment of the rights and responsibilities, and the benefits, of this Annexation Agreement, in whole or in part, to Intermountain Healthcare (or any affiliate thereof) or to USSA, upon written notice to the City; and provided that, in connection with and to the extent specified in any such assignment, the Petitioner shall not have any further rights or responsibilities under this Annexation Agreement as and to the extent accruing from and after the date of any such assignment.

22. **Compliance with the City Code.** Notwithstanding Section 18 of this Annexation Agreement, from the time of the City Council (the "City Council") approves of this Annexation Agreement and upon completion of the Annexation, the Property shall be subject to compliance with any and all of the City's Codes and Regulations pertaining to the Property.

23. **Full Agreement.** This Annexation Agreement, together with the recitals and exhibits attached to this Annexation Agreement (which are incorporated in and made a part of this Annexation Agreement by this reference), contains the full and complete agreement of the City and the Petitioner regarding the Annexation of the Property into the City. Only a written instrument signed by all parties hereto, or their successors or assigns, may amend this Annexation Agreement.

24. **No Joint Venture, Partnership or Third Party Rights.** This Annexation Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto. Except as otherwise specified herein, this Annexation Agreement, the rights and benefits under this Annexation Agreement, and the terms or conditions hereof, shall not inure to the benefit of any third party.

25. **Vested Rights.** Subject to the provisions of this Annexation Agreement, the Petitioner (or its assigns) shall have the right to use and develop the Intermountain Healthcare Property, the USSA Property or the remainder of the Property, as the case may be, in accordance with the uses, densities, intensities, and general configuration of development approved by these Findings and Conditions and, subject to the Findings and Conditions unless otherwise agreed by any affected parties, the Final MPD, subject to and in compliance with other applicable ordinances and regulations of the City.

26. **Reserved Legislative Powers.** The Petitioner acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited, and the Petitioner shall ensure that each of its assigns is aware of such restriction in connection with any assignment of any rights or obligations hereunder. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the Land Management Code and zoning Map of the City, as in existence on the date hereof, copies of which have been provided or otherwise made available by the City to the Petitioner, Intermountain Healthcare and USSA on or before the date hereof, and which are applicable to the Property under the terms of this Annexation Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Property and terms and conditions of this Annexation Agreement applicable to the Property shall be of general application to all development activity in the City; and, unless the City declares an emergency, the Petitioner, Intermountain Healthcare and USSA (and their respective assigns) shall be entitled to the required notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

27. **Severability.** If any part or provision of this Annexation Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Annexation Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Annexation Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. Notwithstanding the foregoing, given the interdependence of many of the provisions of this Annexation Agreement, this Section 26 shall only be applied to the extent the purpose and intent of this Annexation Agreement is not frustrated.

28. **Quinn's Junction Area Study.** The City hereby confirms that the Property is located within the Quinn's Junction Area Study ("QJAS") and the findings and conclusions of the QJAS are consistent with the provisions of this Annexation Agreement and the Findings and Conditions.

1st IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement as of the
day of JANUARY, 2006, 7

[signature pages follow]

PARK CITY MUNICIPAL CORPORATION

By: *Dana Williams*
Dana Williams, Mayor

DATED this 1st day of January, 2007.

ATTEST: City Clerk

By: *Janet Scott*
Janet Scott, City Recorder

DATED this 1st day of January, 2007.

APPROVED AS TO FORM:

Mark Harrington
Mark Harrington, City Attorney

DATED this 1st day of January, 2007.

PETITIONER:

Burbs, L.L.C., a Utah limited liability company

Vaughn Burbidge
By: Vaughn Burbidge
Title: Manager

DATED this 1 day of January, 2007.

David Burbidge
By: David Burbidge
Title: Manager

DATED this 1 day of January, 2007.



ACKNOWLEDGEMENT AND CONSENT TO AGREEMENT

By the execution hereof and as of the 27 day of November, 2006, the undersigned, hereby acknowledges and consents to the terms of this Annexation Agreement, with the understanding and agreement of the City, USSA and the Petitioner that (a) Intermountain Healthcare shall have the right to review and approve, in advance, any matters which affect any part or all of the Intermountain Healthcare Property and any adjacent property to be owned, used and/or developed by the undersigned, (b) Intermountain Healthcare shall not have any liability or obligation of any kind or nature under this Annexation Agreement except as and to the extent specified and agreed by Intermountain Healthcare in a partial assignment from the Petitioner of the Annexation Agreement (the "Assignment"), and (c) Intermountain Healthcare shall not have any obligation under the Assignment until the terms and conditions thereof shall have been agreed to by Intermountain Healthcare, the Petitioner and USSA.

IHC HEALTH SERVICES, INC. a Utah nonprofit corporation

By: Jon D. Hodges
Name: Jon D. Hodges
Title: Regional Vice President

DATED this 27 day of November 2006

ACKNOWLEDGEMENT, CONSENT AND JOINDER TO AGREEMENT

By the execution hereof and as of the ___ day of _____, 2006, the undersigned, hereby acknowledges, consents to and joins in the terms of this Annexation Agreement, with the understanding and agreement of the City, USSA and the Petitioner that (a) USSA shall have the right to review and approve, in advance, any matters which affect any part or all of the USSA Property, (b) USSA shall not have any liability or obligation of any kind or nature under this Annexation Agreement except as and to the extent specified and agreed by USSA in a partial assignment from the Petitioner of the Annexation Agreement (the "Assignment"), and (c) USSA shall not have any obligation under the Assignment until the terms and conditions thereof shall have been agreed to by Intermountain Healthcare, the Petitioner and USSA.

UNITED STATES SKI AND SNOWBOARD ASSOCIATION, a Utah nonprofit organization

By: _____
Name: _____
Title: _____

DATED this ___ day of _____, 2006

Exhibits:

- A) Findings and Conditions
- B) Annexation Plat
- C) Legal Descriptions
- D) Copy of MPD Application
- E) Road Design Plans
- F) Form, Terms and Amount of Financial Guarantee

ACKNOWLEDGEMENT AND CONSENT TO AGREEMENT

By the execution hereof and as of the ___ day of _____, 2006, the undersigned, hereby acknowledges and consents to the terms of this Annexation Agreement, with the understanding and agreement of the City, USSA and the Petitioner that (a) Intermountain Healthcare shall have the right to review and approve, in advance, any matters which affect any part or all of the Intermountain Healthcare Property and any adjacent property to be owned, used and/or developed by the undersigned, (b) Intermountain Healthcare shall not have any liability or obligation of any kind or nature under this Annexation Agreement except as and to the extent specified and agreed by Intermountain Healthcare in a partial assignment from the Petitioner of the Annexation Agreement (the "Assignment"), and (c) Intermountain Healthcare shall not have any obligation under the Assignment until the terms and conditions thereof shall have been agreed to by Intermountain Healthcare, the Petitioner and USSA.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: _____
Name: _____
Title: _____

DATED this ___ day of _____, 2006

ACKNOWLEDGEMENT, CONSENT AND JOINDER TO AGREEMENT

By the execution hereof and as of the ___ day of _____, 2006, the undersigned, hereby acknowledges, consents to and joins in the terms of this Annexation Agreement, with the understanding and agreement of the City, USSA and the Petitioner that (a) USSA shall have the right to review and approve, in advance, any matters which affect any part or all of the USSA Property, (b) USSA shall not have any liability or obligation of any kind or nature under this Annexation Agreement except as and to the extent specified and agreed by USSA in a partial assignment from the Petitioner of the Annexation Agreement (the "Assignment"), and (c) USSA shall not have any obligation under the Assignment until the terms and conditions thereof shall have been agreed to by Intermountain Healthcare, the Petitioner and USSA.

UNITED STATES SKI AND SNOWBOARD ASSOCIATION, a Utah nonprofit organization

By: William C. Maxwell
Name: William C. Maxwell
Title: President CEO

DATED this 22 day of November, 2006

Exhibits:

- A) Findings and Conditions
- B) Annexation Plat
- C) Legal Descriptions
- D) Copy of MPD Application
- E) Road Design Plans
- F) Form, Terms and Amount of Financial Guarantee

United States Ski and Snowboard Offices
and Training Center:

85,000 square feet (85 Unit Equivalents)

Support Medical Office:

150,000 square feet (150 Unit Equivalents)

12. The City has agreed that up to 50,000 square feet of the total Support Medical Office area may be developed within, and in addition to, the 300,000 square foot hospital. The City identified a public policy preference that up to 50,000 square feet of the Support Medical Office area should primarily be utilized for public/quasi-public and other institutional uses reasonably related to the Support Medical Office area, including without limitation, athletic national governing body offices, non-profit community wellness facilities, and/or education uses. A specific allocation of such uses shall be determined and agreed to by the Petitioner (or its assigns) and the City as part of the MPD review and approval process.

13. The Petitioner has previously notified the United States Ski and Snowboard Association (USSA) that the Petitioner desires to donate five (5) acres of the Property (the "USSA Property") to USSA for the purposes of developing an 85,000 square foot athletic national governing body (NGB) and training complex. Land uses within the USSA Property are limited to USSA administrative, athlete training, and/or other national governing body uses, with deed restrictions to that effect to be recorded against such property. Subject to any such deed restrictions, the City shall have the right of first refusal to purchase the USSA Property and facilities in the event that, as an authorized assignee of the Petitioner, USSA sells and/or relocates from such property. In addition to the deed restrictions, any change of use will require approval of an amended Master Planned Development and Conditional Use Permit. Further, any uses other than athletic national governing body office/training facilities, public/quasi-public, institutional, and/or recreation uses will require employee/affordable housing mitigation conforming to the Affordable Housing Guidelines and Standards Resolution in effect at the time of application.

14. The Property is subject to the Employee/Affordable Housing requirements of the Affordable Housing Guidelines and Standards Resolution 17-99, as amended. The base employee/affordable housing requirement for development associated with the Intermountain Healthcare hospital (300,000 square feet) is 44.78 Affordable Unit Equivalents. The base employee/affordable housing requirement for development associated with USSA (85,000 square feet) is 10.71 Affordable Unit Equivalents. The base employee/affordable housing requirement for development associated with the Support Medical Office (150,000 square feet) is 34.98 Affordable Unit Equivalents. The total Affordable Unit Equivalents required for the Property is 90.47. Intermountain Healthcare, as an authorized assignee of the Petitioner, shall be entitled to, and has received, a reduction of 27.49 Affordable Unit Equivalents for the hospital portion of the development of the Intermountain Healthcare Property, in recognition of the non-commercial, non-residential nature of the hospital portion of the development. One Affordable Unit Equivalent equals 800 square feet.

15. The City agrees that a deferral of the required 10.71 Affordable Unit Equivalents of employee/affordable housing for the USSA Property will be granted to USSA in consideration of, as previously agreed to by the Petitioner, the donation by the Petitioner of five (5) acres of the Property to USSA, as a community-based nonprofit organization, upon which USSA intends to construct its facilities. This deferral is contingent upon the continued ownership and occupancy of the facility by USSA or another community-based nonprofit organization approved by the City. Any change in use to a non-community-based nonprofit organization may require USSA to meet the deferred employee/affordable housing requirements. In addition, any change in use or redevelopment of the USSA Property that creates additional presumed "employee generation" on the USSA Property (as contemplated under the Affordable Housing Guidelines and Resolution 10-06) may require an employee/affordable housing contribution to address that increment of presumed employee generation.

16. The City agrees that the 44.78 Affordable Unit Equivalent requirement associated with the Intermountain Healthcare hospital (300,000 square feet) shall be satisfied by, as previously agreed to by the Petitioner, the donation by the Petitioner of a five (5) acre parcel of the Property to the City and the other terms and conditions of Section 11 of the Annexation Agreement, in any case, shall conform to the Affordable Housing Guidelines and Standards Resolution 17-99, as amended. Further, with the City's approval, as part of the MPD review process or otherwise, additional Affordable Unit Equivalents may be included in the five (5) acre parcel and shall be applied toward the 34.98 Affordable Unit Equivalents associated with the Support Medical Office.

17. In addition to the five (5) acre donation referenced in Section 11 of the Annexation Agreement and Section 16 herein above, the Petitioner has previously notified the City that the Petitioner desires to and will donate a separate, additional fifteen (15) acres of the Annexation Property to the City for public recreation and open spaces purposes (the "City Recreation/Open Space Parcel").

18. On December 8, 2005, the Task Force forwarded a unanimous recommendation to the Planning Commission on traffic and transportation mitigation. The Task Force recommendation is based, in part, on an access study provided by the Petitioner's traffic consultants--Horrocks Engineers (dated November 6, 2005) and additional analysis prepared by the City consultant, Rosenthal and Associates (dated November 7, 2005). It was the Task Force recommendation that it is reasonable for all developers within the City Annexation boundary to pay for or otherwise offset their share of costs (to the City) of all roadway and other necessary traffic mitigation improvements. The Task Force determined that the proposed medical campus, offices, and athletic training complex require access to SR248 intersection improvements. The current design and anticipated traffic generation from the City recreation and ice rink complex does not warrant a signalized intersection.

19. Except as otherwise specified in the Annexation Agreement, the Petitioner (or, as specified in connection with any such assignment, its assigns) will be responsible for providing all necessary access to the property from SR 248 and all necessary intersection improvements including, but not limited to, one (1) signalized intersection at SR 248. The Petitioner (or, as specified in connection with any such assignment, its assigns) will be responsible for all coordination and costs associated with providing access to the Property, other than land acquisition costs for the Main Access Roadway and Secondary Access Easement (the "Roadway Access Costs"), as required in the Subdivision Chapter of the LMC Sections 15-7.2 & 15-7.3, including the Traffic Mitigation Measures, all of which shall be determined and agreed to as part of the MPD review and approval process. The total cost of the Traffic Mitigation Measures shall not exceed TEN MILLION AND NO/100 DOLLARS (\$10,000,000) and the Petitioner's (or, as specified in connection with any such assignment, its assigns) proportionate share shall be between eleven percent (11%) and twenty-one percent (21%). To the extent the Property is adjacent to a frontage road to Silver Summit, the Petitioner (or, as specified in connection with any such assignment, its assigns) shall cooperate with the City in the dedication of a nonexclusive right-of-way over and across the Property to access such frontage road.

20. The Petitioner (or, as specified in connection with any such assignment, its assigns) will proportionally share in the cost for future necessary road improvements to SR 248, as and to the extent specified and agreed by the Petitioner or any affected parties from time to time. In addition to the cost of any Traffic Mitigation Measures, the City agrees to apply the costs associated with installing the traffic signal at the future Annexation Property access/SR 248 intersection towards the proportional share of future overall SR 248 improvements.

21. The Petitioner (or, as specified in connection with any such assignment, its assigns), in addition to the other reimbursement, credit or contribution rights, reserves the right to develop a latecomers agreement or take or cause to be taken such other actions as may be necessary or appropriate to recover and/or ensure reimbursement for any costs incurred by in connection with the Traffic Mitigation Measures, the Main Access Roadway, the Secondary Access Easement, the Roadway Access Costs, as well as the cost of any

water impact fees and any water connection fees, and, further (as confirmed by the City's execution of the Annexation Agreement), any obligation of the Petitioner (or, as specified in connection with any such assignment, its assigns) in this regard shall be subject thereto.

22. The City has agreed to consider other potential cost-sharing traffic and transportation mitigation strategies which may include, but are not limited to the development of additional employee/affordable housing linked to the community transit system; physical improvements such as, but not limited to a transit hub, park and ride lot, and van/shuttle programs; and/or employee traffic/transit programs, adjusted shift times and ridesharing incentives, without any obligation, cost or otherwise, to the Petitioner (or its assigns).

23. The Petitioner, Intermountain Healthcare, USSA, and the City have agreed that, as contemplated hereunder, final approval of detailed traffic and transportation mitigation and any cost sharing for road/highway improvements shall be agreed to by the affected parties and approved through a technical report approved by the Planning Commission and the City Council as a part of the MPD review and approval process.

24. The Planning Commission held a public hearing on the Annexation Agreement on May 10, 2006.

25. The City, the Petitioner and any affected parties, including Intermountain Healthcare and USSA, shall and hereby acknowledge and agree that, except as may be otherwise specified in the Annexation Agreement with respect to the Annexation, the vested uses, densities, intensities, and general configuration of development approved in the Annexation, the Annexation Agreement and these Findings and Conditions, the Water Rights, the Main Access Roadway and the Secondary Access Easement, the Annexation, the Annexation Agreement and the obligations of the Petitioner (and its successors or assigns) hereunder are subject to, all as acceptable to the parties in their respective, reasonable discretion, confirmation, determination and agreement of the parties with respect to the Final MPD and Subdivision Plat; any necessary Development Agreements for each parcel of the Property; Construction Mitigation; Landscaping Plans; Lighting; and Related Access, Development and Use Matters.



(Amended April 23, 2014)

November 18, 2013

Brad Mackay
Ivory Development
978 Woodoak Lane
Salt Lake City, UT 84117

NOTICE OF PLANNING COMMISSION ACTION

Project Description: Park City Heights MPD amendment and preliminary plat revision
Project Numbers: PL-13-02009
Project Address: Richardson Flat Road
Date of Final Action: November 6, 2013

Action Taken

The Planning Commission conducted a public hearing and approved the Park City Heights MPD amendment and revisions to the preliminary plat. Approval was granted in accordance with the Findings of Fact, Conclusions of Law, and Conditions of Approval as follows:

Findings of Fact

1. The Park City Heights MPD includes the following:

a. 160 market rate units distributed in a mix of: cottage units on smaller lots (lots are approximately 6,000 to 8,600 sf in size); single-family detached units on approximately 8,000 sf to 27,000 sf lots; and single family detached on two upper lots which are approximately 44,000 and 48,000 sf each. The approximate distribution of types of product is identified in the Design Guidelines.

b. 28 deed restricted townhouse units (44.78 affordable unit equivalents or AUE). These 28 units meet the required IHC affordable units under their affordable housing obligation and are configured as seven four-plexes.

c. 16 deed restricted units (32 AUE). These 16 units meet the affordable housing required by the CT zone (LMC 15-2.23-4(A) (8)) and the Affordable Housing Resolution 17-99. These units are configured as a mix of single-family detached, cottage homes, and townhouse units. These units will be configured as Single Family Detached Cottage Homes and dispersed throughout the cottage homes area.

d. 35 additional non-required deed restricted affordable units in a mix of unit types. These units will be configured as small lot Single Family Detached Park Homes.

e. All units (including all deed restricted units) will be constructed to, National Association of Home Builders National Green Building Standards Silver Certification (or other equivalent Green Building certification approved by the Planning Director) OR reach LEED for Homes Silver Rating (minimum 60 points). Green Building Certification or LEED rating criteria to be used shall be those applicable at the time of the building permit submittal.

In addition to meeting Green Building or LEED for Homes checklists and in order to achieve water conservation goals, each house must either: 1) achieve at a minimum, the Silver performance Level points within Chapter 8, Water Efficiency, of the National Association of Home Builders National Green Building Standards; OR 2) achieve a minimum combined 10 points within the 1) Sustainable Sites (SS2) Landscaping and 2) Water Efficiency (WE) categories of the LEED for Homes Checklist. Points achieved in these resource conservation categories will count towards the overall score. Third party inspection will be provided. An industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to building permit issuance.

f. A total of 171.5 acres of open space (not including open space within individual lots) is provided. This is approximately 72% of the entire 239 acres. This total includes the 24 acre parcel located adjacent to Highway 248 that is deeded to the City for open space.

g. An additional 5 acres of deeded open space is provided on Round Valley Drive adjacent to US 40 south of the Park City Medical Center. This open space is not included in the 72% figure. This is in exchange for transferring the 28 IHC deed restricted townhouse units to the PC Heights neighborhood. This parcel is deed restricted per requirements of the Burbidge/IHC Annexation and Development Agreements.

h. A dedicated 5.70 acres () of public neighborhood parklands with fields, tot lot and playground equipment, shade structure, paths, natural areas, and other amenities to be designed and constructed by the developer and maintained by the City. This parkland is included in the open space calculations. Bathrooms are proposed in the club house with exterior access for the public park users. Community gardens may be developed by the HOA in close proximity to the parkland within open space areas adjacent to the small lot Park Homes or the Park Homes.

i. intentionally left blank

j. 3 to 4 miles of soft surface trails within and around the property and an additional mile or so of hard surfaced sidewalks and paths along the Project's streets.

k. Trail connections to the Rail Trail and Quinn's trail, including trail on the north side of Richardson Flat Road from the 248 underpass to the Rail Trail and trail on the south side of the Road from the project to the Rail Trail. Trail connections to the south property line for future connections to the Jordanelle area. Trail easements on north side of Richardson Flat Road from Rail Trail to the east property line. Trail connections to the Park City and Snyderville Basin back country trails system. Trails are further described in Finding #11.

l. A Transit bus shelter along Richardson Flat road including "dial-a-ride signs" (City bus service is expected to be extended to Park City Heights and the Park and Ride).

m. Bike racks at the club house and Public Park.

n. Cross walk across Richardson Flat road at the rail trail.

- o. A 3,000 sf community center/club house shall be constructed by the developer; Exterior access bathrooms will be available for park users.
 - p. Water infrastructure improvements that enhance the City's overall water system and provide redundancy as required by the Water Agreement executed as part of the Annexation Agreement. Water shares were dedicated to the City as part of a pre-annexation agreement.
 - q. Transportation improvements to the Richardson Flat/248 intersection including lane improvements and installation of a traffic signal to provide intersection safety (controlled left turn) and putting the Park and Ride facility and Park City Heights on the City bus route. These transportation improvements meet the requirements in the Annexation Agreement.
 - r. Following Wildlife recommendations as identified in the Biological Resources Overview prepared by Logan, Simpson Design, Inc. amended March 17, 2011.
 - s. Design Guidelines approved as part of this MPD apply to all lots, with the exception of the 2 upper lots proposed to be subject to the CCRs for the Oaks at Deer Valley, or equivalent.
 - t. No sound barrier walls or structures along US 40 within or related to the MPD.
 - u. Construction of support commercial such as a daycare facility, café, or other support commercial/offices would be the responsibility of the owner/developer of said property.
2. The Park City Heights MPD is subject to the Park City Heights Annexation Agreement approved by the City Council on May 27, 2010. The Annexation Agreement sets forth terms and conditions of annexation, zoning, affordable housing, land use, density, transportation and traffic, phasing, trails, fire prevention, road and road design, utilities and water, fiscal impact analysis, snow removal, fees, and sustainable development requirements for the 239 acre Park City Heights MPD. The MPD as conditioned is in compliance with the requirements of the Annexation Agreement.
 3. The Park City Heights Annexation Agreement includes a Water Agreement as an integral component. The Water Agreement sets forth terms and conditions related to water facilities, restrictions regarding water, and phasing of development as it relates to completion of water infrastructure. The MPD as conditioned is in compliance with the Water Agreement.
 4. On June 17, 2010, the applicants submitted a pre-MPD application based on the annexation approval and agreement. The Planning Commission reviewed the pre-MPD application at two (2) meetings (July 14 and August 11, 2010) and found the application to be in initial compliance with applicable elements of the Park City General Plan.
 5. On June 30, 2010, the applicants submitted a complete MPD application.
 6. The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record as required by the Land Management Code.
 7. Public hearings on the MPD were held on October 13th, November 10th, and December 8th, 2010 and on February 9th, February 23rd, March 9th and March 23rd, 2011 and on April 27, 2011.
 8. The property is located within the Community Transition (CT) zone. The MPD is in compliance with all applicable requirements of the CT zone, including density, uses, building setbacks, building height, parking, open space, affordable housing, and sustainable development requirements.

9. Access to the site is from Richardson Flat Road, a public road previously known as Old Dump Road. No access is proposed to the currently unimproved US 40 frontage road (UDOT) along the east property line. No roads are provided through the Park City Heights MPD to the Oaks, Royal Oaks, or any other neighborhood within the Deer Valley MPD, consistent with the Annexation Agreement.

10. Utilities are available in the area, however extension of utilities or utility upgrades to the development site are required. A final utility plan will be submitted with the final subdivision plats to be reviewed by the Interdepartmental and Utility Service providers Development Review Team. City Staff will provide utility coordination meetings to ensure that utilities are provided in the most efficient, logical manner and that comply with best practices, including consideration of aesthetics in the location of above ground utility boxes. Location of utility boxes shall be shown on the final utility plans. The MPD phasing plan shall be consistent with conditions of the Annexation Agreement related to provision of public services and facilities.

11. The MPD includes 1) a paved connector trail on the south side of and separated from Richardson Flat Road, from the project to the Rail Trail, 2) a paved connector trail on the north side of and separated from Richardson Flat Road, from the SR 248 underpass to the Rail Trail, 3) a trail connection from trails within the project to the south property boundary line, 4) a trail easement along the north side of and separated from Richardson Flat Road from the Rail Trail to the east property boundary line, and 5) several miles of paved and soft surfaced trails throughout the development. All trails will be constructed by the developer consistent with the Park City Trails Master Plan.

12. The MPD includes a dedicated neighborhood public park to be constructed by the developer according to the City's parks plan, and as further directed by the City Council. Bathrooms are provided at the clubhouse with exterior access for the park users.

13. Parking within the MPD is proposed at two spaces per unit within private garages. Additional surface parking is provided for guests, the community garden/park areas, and the neighborhood clubhouse/meeting area. The streets have been designed to allow for parking on one-side per the City Engineer. Final street design will be determined at the time of the final plat and additional off-street guest parking areas will be incorporated into the design.

14. The proposed MPD density of 1 unit per acre complies with the density allowed by the CT zone. (239 units on 239 acres) The net density is 0.82 units per acre (195 units on 239 acres), excluding the 44 required deed restricted housing units. The density is consistent with the Annexation Agreement. If the additional 35 deed restricted affordable units are excluded in this analysis the net density is 0.67 units per acre (160 units on 239 acres).

15. The LMC requires a Sensitive Lands Analysis for all Master Planned Development applications. The MPD application included a Sensitive Lands Analysis.

16. A portion of property is located within the designated SR 248 Entry Corridor. This area is identified in the MPD as open space and all required entry corridor setbacks of 200' are complied with.

17. The property contains SLO designated steep slopes, ridgelines and wetland areas. These areas are identified in the MPD as open space areas and all required wetland and stream setbacks are complied with.

18. A wildlife study was conducted and a report (December 2010) was prepared by Logan Simpson Design, Inc. A revised report was prepared on March 17, 2011. The wildlife study

addresses requirements of the Land Management Code and provides recommendation for mitigation of impacts on wildlife. An updated report was submitted by Logan Simpson Design, Inc. on July 7, 2011. The purpose of the updated report was to provide additional recommendations on mitigating impacts of the development on the wildlife in the area; to validate the observations of the earlier biological reports; to further study and identify wildlife movement corridors, evidence of species of high public interest such as Elk, Moose, Deer, and other small mammals; locations of dens or nesting sites; and to identify any areas of high native species diversity.

19. The site plan complies with the minimum MPD required 25' setback around the perimeter of the property. Setbacks range from 25' to 690' (greater to the south property line).

20. The locations of the proposed units are consistent with the MPD site planning and Sensitive Lands Overlay criteria.

21. The property is visible from the designated LMC Vantage point along State Road 248 and a visual analysis was conducted by the applicant from this Vantage point. Additional visual analysis was provided from the intersection of Richardson Flat Road and SR 248. Units along the western perimeter are most visible along the minor ridge from SR 248. Any units along this perimeter that are over the 28' height limit as measured in the zone will be required to obtain an Administrative Conditional Use Permit.

22. Intentionally left blank.

23. Design Guidelines for the Park City Heights MPD address site planning, setbacks, house sizes, architecture and design, sustainability and best practices, landscaping and water conservation, and other requirements of the Annexation Agreement.

24. A comprehensive traffic study and analysis of the Property and surrounding properties, including existing and future traffic and circulation conditions was performed by the Applicant's traffic consultant, Hales Engineering, dated June 7, 2007, on file at the Park City Planning Department. An updated traffic volume and trip generation report was provided by Hales Engineering on September 27, 2010. An additional traffic update was provided in 2008 by InterPlan Co at the request of the City Transportation Department. The Hales Engineering study was utilized during the annexation process in the determination of density and requirements for traffic and transportation related impact mitigations. The City's Transportation Department prepared a Short Range Transit Development Plan to study demand for transit, routes, efficiency of the transit system, etc. This Transit Plan addresses the timeline for bus service in the Quinn's Junction area. The City's Transportation Master Plan update will include the projected traffic from Park City Heights MPD in the recommendations for transportation improvements within the City.

25. Construction traffic is required to be addressed in the Construction Mitigation Plan.

26. A Geotechnical Study for the Park City Heights Development was provided by Gordon, Spilker Huber Geotechnical Consultants, Inc. (June 9, 2006). Expansive clay soils were encountered across the site in the upper two and one-half to nine and one-half feet. Shallow bedrock was found within portions of the site. Special construction methods, removal of these unsuitable soils, and other mitigations are spelled out in the Study. An additional geotechnical report was prepared by AGECE dated December 20, 2011 and submitted to the City.

27. A Fire Protection Report (March 2011) identifies potential Wildland urban interface areas within the MPD. Prior to issuance of building permits the Building Department will review individual building fire protection plans for compliance with recommendations of the Fire

Protection Report and applicable building and fire codes. The fire protection component of the plan shall ensure that Park City's ISO rating is not negatively affected by development of the site.

28. Affordable housing obligations of the MPD are consistent with the affordable housing described by the Park City Heights Annexation Agreement, Housing Resolution 17-99 and as required by the CT zone. The MPD provides up to an additional 35 deed restricted housing units over the 28 deed restricted townhouse units (44.78 affordable unit equivalents (AUE) required by the IHC MPD and the 16 deed restricted units (32 AUE) required by the CT zone for the 160 market rate units). These affordable units are configured as a mix of single-family detached, cottage units, and attached townhouse units. The additional 35 non-required deed restricted affordable units are proposed to be configured as the small lot Park homes as part of this MPD consistent with the needs described in Housing Market Assessment for Park City, dated September 2010. All units are proposed as for sale units. Defining the configuration of units to be as follows:

- a. 35 Deed restricted units will be configured as Small Lot Single Family Detached Park Homes.
- b. 28 Deed restricted townhouse units will be configured as attached Four-plex Park Homes.
- c. 16 Deed restricted units will be configured as Single Family Detached Cottage Homes dispersed throughout the development.

29. No building height exceptions have been requested and all buildings will comply with the height limitations of the CT zone.

30. Lots have been positioned to minimize visual impacts on adjacent structures. Potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation, have been mitigated to the extent possible as further described in the Park City Heights Design Guidelines.

31. Utilities must be extended to the site to sustain the anticipated uses. Thirty (30') foot wide non-exclusive utility easements are generally necessary for long term maintenance and shall be dedicated on the final subdivision plats. Off-site improvements are necessary to serve the site with utilities.

32. Off-site trail and intersection improvements may create traffic delays and potential detours, short term access and private driveway blockage, increased transit time, parking inconveniences, and other impacts on the adjacent neighborhoods and to the community in general. Construction Mitigation Plans are required and shall be required to include mitigation for these issues.

33. A Construction Mitigation Plan (CMP) is necessary to identify impacts and propose reasonable mitigation of these impacts on the site, neighborhood, and community due to construction of this project. The CMP shall include information about specific construction phasing, traffic, parking, service and delivery, stock-piling of materials and staging of work, work hours, noise control, temporary lighting, trash management and recycling, mud and dust control, construction signs, temporary road and/or trail closures, limits of disturbance fencing, protection of existing vegetation, erosion control and storm water management.

34. Final road designs will be provided to the Planning Commission for review with the final subdivision plats. To minimize visual impacts and to minimize disturbance of existing vegetation due to large areas of cut and fill slopes, low retaining structures (in steps of 4' to 6') are recommended. These low retaining structures may be stepped to minimize their height. Design of these retaining structures is included in the PC Heights Design Guidelines to ensure consistency of design, materials, and colors throughout the development.

35. A storm water run-off and drainage plan is necessary to ensure compliance with Park City's Storm Water Management policies and plans and storm water Best Management Practices for storm water during construction and post construction with special considerations to protect the wetlands delineated on and adjacent to the site.

36. A financial guarantee for all landscaping and 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 in a timely manner. This financial guarantee is required prior to building permit issuance.

37. Intentionally deleted.

38. A master sign plan is required for Planning Department review and approval and all individual signs, including subdivision identification signs, require a sign permit prior to installation.

39. Sound mitigation may be desired by owners of units along US 40. Conditions of approval prohibit sound barrier walls within the MPD. However, other sound mitigation measures may be accomplished with landscaping, berming, smart housing design and insulation, and sound barriers constructed as part of the dwelling units.

40. Section 15-6-4 (G) of the LMC states that once the Planning Commission has approved an MPD, the approval shall be put in the form of a Development Agreement.

41. The applicant stipulates to the conditions of approval.

42. The discussion in the Analysis sections of the March 23, 2011, October 9, 2013, and November 6, 2013 Planning Commission Staff Reports are incorporated herein.

43. The applicants have met with Rocky Mountain Power and have increased the Rocky Mountain Power line setbacks as required by this Utility.

44. The site plan for the proposed MPD has been designed to minimize the visual impacts of the development from the SR 248 Entry Corridor and has preserved, through open space, the natural views of the mountains, hillsides and natural vegetation consistent with Park City's "resort character".

45. The 171.5 acres of open space adjacent the development, the trail connections and improvements, and proposed neighborhood public park, as conditioned, will provide additional recreational opportunities to the Park City community and its visitors, which strengthens and enhances the resort character of Park City.

46. The opportunities for mixed affordable housing types, including rental units, within the development will strengthen the resort economy by providing attainable housing options in a sustainable and energy efficient community for workers in Park City's tourism/resort based industries.

47. Surrounding uses include open space, Highway 248, US 40, the Rail Trail, the Municipal Water Treatment Plant, Quinn's recreation complex (fields and ice rink), and the IHC medical center and offices.

48. The MPD provides direct connection to and critical improvements of the Rail Trail and provides alternative transportation opportunities for recreation and commuting, such as biking,

walking, in-line skating, and cross country skiing to Park City's business district at Prospector Square (within 2 miles) and to the IHC medical complex.

49. The MPD provides for remediation of historic mine soils for the good of the greater Park City community.

50. Further soils investigation work was conducted and a Site Characterization Report was prepared by IHI Environmental (May 6, 2013) to identify and locate historic mine soils and to draft a remediation plan to submit to the State Department of Environmental Quality as part of the Voluntary Cleanup Program.

Conclusions of Law

1. The amended MPD, as conditioned, complies with all requirements outlined in the applicable sections of the Land Management Code, specifically Chapter 6- Master Planned Developments Section 15-6-5.

2. The amended MPD, as conditioned, is compatible with surrounding structures in use, scale, mass, and circulation.

3. The amended MPD, as conditioned, is consistent with the Park City General Plan.

4. The amended MPD, as conditioned, is consistent with the Park City Heights Annexation Agreement in terms of uses, density, housing types, site plan, affordable housing, open space, trail connections, road and intersection improvements, interconnectivity within the neighborhood, and provided neighborhood amenities.

5. The amended MPD, as conditioned, strengthens and enhances the resort character of Park City by providing a residential neighborhood of mixed housing types and prices connected by trails to parks, schools, recreation facilities, employment centers, medical facilities, and commercial areas and that is buffered by larger interconnected areas of open space that preserve entry corridor views of the resort areas and provide wildlife movement corridors.

6. The amended MPD, as conditioned, is Compatible in use, scale and mass with adjacent properties, and promotes neighborhood Compatibility.

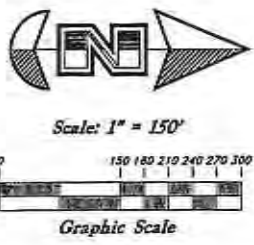
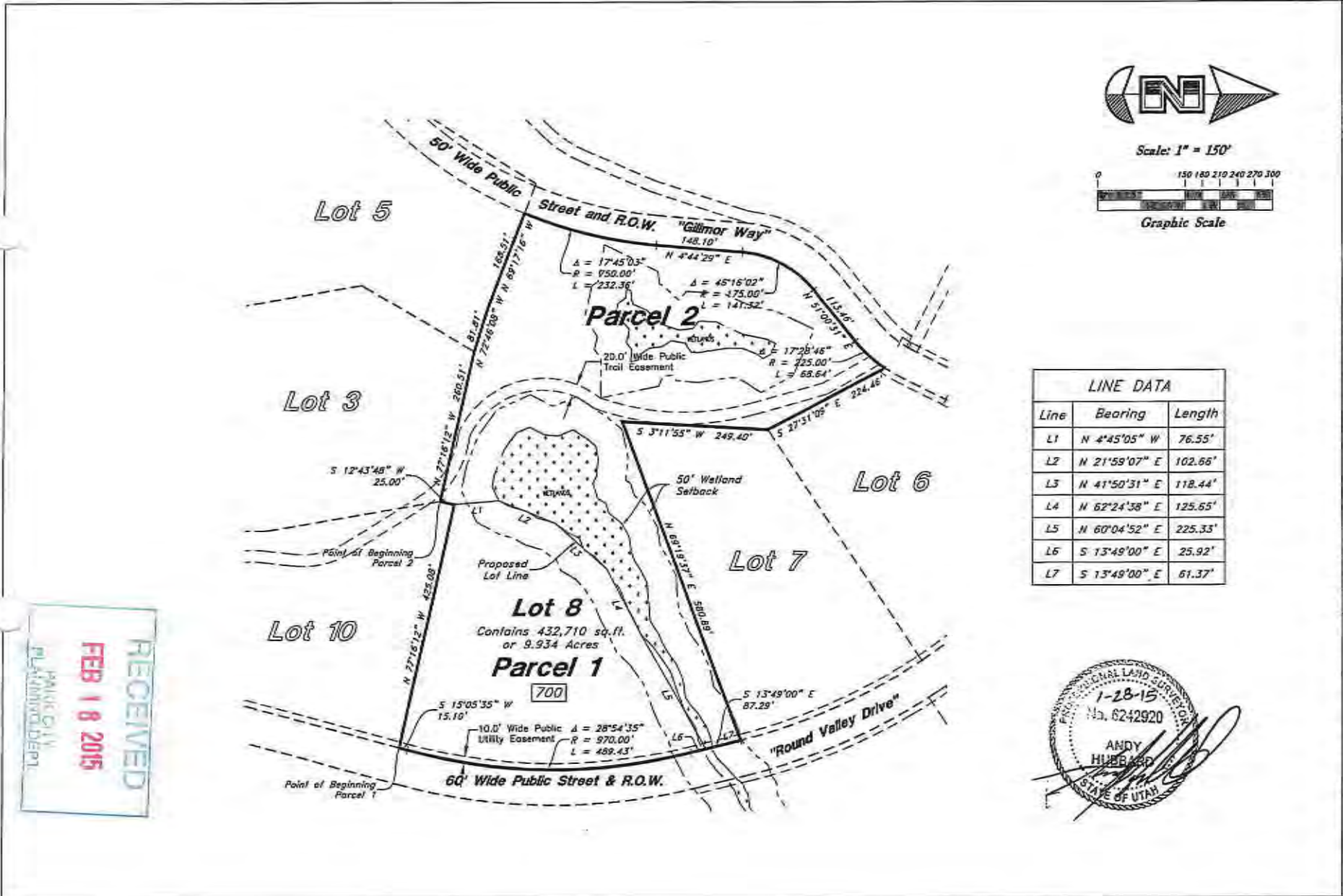
7. The amended MPD provides amenities to the community so that there is no net loss of community amenities in that trail improvements, parkland, affordable housing, potential for neighborhood support daycare/commercial are provided, and remediation of historic mine soils on the site will be undertaken at a benefit to the community at large.

8. The amended MPD is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed. Additional affordable house, above that required is provided within the neighborhood.

9. The amended MPD has been designed to place Development on the most Developable Land and preserves significant features and vegetation to the extent possible. Seventy percent of the property remains in open space, with much of the undeveloped land containing significant vegetation and characterized by steeper slopes, visible hillsides, and sensitive ridgeline areas.

10. The amended MPD promotes the Use of non-vehicular forms of transportation through the pedestrian friendly site design and by providing trail connections, sidewalks, access to the Rail Trail, and easy access to parks and open space areas.

EXHIBIT F



LINE DATA		
Line	Bearing	Length
L1	N 4°45'05" W	76.55'
L2	N 21°59'07" E	102.66'
L3	N 41°50'31" E	118.44'
L4	N 62°24'38" E	125.65'
L5	N 60°04'52" E	225.33'
L6	S 13°49'00" E	25.92'
L7	S 13°49'00" E	61.37'



RECEIVED
FEB 18 2015
PLANNING DEPT.

Sheet No. 1 of 1
Job Name: Lot 8, Intermountain Healthcare Park City Medical Campus / USSA Headquarters and Training Facility
Job No: 04N287
Date: 2 Dec, 2014
GREAT BASIN ENGINEERING
1475 EARLY CANYON, UTAH, 84403
801.225.4410 FAX 801.225.4404
WWW.GREATBASINENGINEERING.COM

PARK CITY MUNICIPAL CODE
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TITLE 15 - LAND MANAGEMENT CODE (LMC)
CHAPTER 2.23 - COMMUNITY TRANSITION (CT) DISTRICT

Chapter created by Ordinance No. 06-48

15-2.23-1. PURPOSE.

The purpose of the Community Transition (CT) District is to:

- (A) Encourage low-Density public, quasi-public, and/or institutional Uses relating to community open space, recreation, sports training and Development, tourism, and community health;
(B) Encourage low Density Development designed in a manner so as to cluster Uses in the least visually sensitive Areas and maximizes open space;
(C) Enhance and expand public open space and recreation Uses Compatible with the adjacent public deed-restricted open space;
(D) Prohibit highway service commercial, regional-commercial, and limit residential land Uses;
(E) Require Building and Site design solutions that minimize the visual impacts of parking and parking lot lighting from the

entry corridor and adjacent neighborhoods and land Uses;

(F) Preserve and enhance environmentally Sensitive Lands such as wetlands, Steep Slopes, ridgelines, wooded Areas, and Stream Corridors;

(G) Preserve Park City's scenic entry corridor by providing significant open space and landscape buffers between Development and the highway corridor;

(H) Encourage transit-oriented Development and Uses;

(I) Promote significant linkages to the broader community open space and trail network;

(J) Encourage the Development of high quality public places such as parks, trails, and recreation facilities;

(K) Encourage Development which preserves the natural setting to the greatest extent possible; and

(L) Minimize curb cuts, driveways, and Access points to the highway.

(M) Encourage sustainability, conservation, and renewable energy.

(Amended by Ord. No. 09-10)

15-2.23-2. USES.

Uses in the Community Transition District are limited to the following:

(A) **ALLOWED USES.**

- (1) Conservation Activities
- (2) Home Occupation
- (3) In-home Babysitting
- (4) Family Child Care
- (5) Secondary Living Quarters
- (6) Agriculture

(B) **ADMINISTRATIVE CONDITIONAL USES.**

- (1) Trails and Trailhead Improvements
- (2) Outdoor Recreation Equipment
- (3) Essential Public Utility Use, Service or Structure less than 600 sf
- (4) Accessory Buildings less than 600 sf
- (5) Parking Areas with 4 or fewer spaces
- (6) Outdoor Events and Outdoor Music, see Section 15-4
- (7) Temporary Improvement
- (8) Outdoor Dining and support retail associated with support Uses with an MPD
- (9) Special Events

- (10) Fences and Walls, see Section 15-4
- (11) Anemometer and Anemometer Towers

(C) **CONDITIONAL USES.**

- (1) Master Planned Developments (MPDs)
- (2) Public, Quasi-Public, Civic, Municipal Uses
- (3) General Acute Hospital
- (4) Alternative Professional Health-related Services
- (5) Athletic Training and Testing Offices and Facilities
- (6) Athletic Program Administrative Offices
- (7) Support Short-Term Athlete Housing or lodging associated with an approved recreation facility (within an approved MPD)
- (8) Accredited Physician Office Space
- (9) Accredited Medical & Dental Clinics
- (10) Medical Heliport
- (11) Group Care Facility
- (12) Ancillary Support Commercial (within an approved MPD)
 - (a) Gift Shop
 - (b) Dispensing pharmacy
 - (c) Medical supply
 - (d) Restaurant
 - (e) Deli
 - (f) Outdoor Grills/ Beverage Service Stations
 - (g) Child Care Center

- (13) Recreation Facility, Public and Private
- (14) Recreation Facility, Commercial
- (15) Park and Ride Lot
- (16) Municipal/Institutional Accessory Building and Use
- (17) Parking Lot, Public or
- (18) Public Utility or Essential Services
- (19) Single Family Dwelling (with an approved MPD¹)
- (20) Duplex Dwelling (with an approved MPD¹)
- (21) Multi-Unit Dwelling (with an approved MPD¹)
- (22) Telecommunication Antenna
- (23) Transit Facilities
- (24) Parking Areas, Lots, and Structures with more than five (5) Parking Spaces
- (25) Raising and Grazing of Horses
- (26) Commercial Riding Stables
- (27) Small Energy Wind Systems

(C) **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

(Amended by Ord. Nos. 07-25; 09-10)

15-2.23-3. LOT AND SITE REQUIREMENTS.

Except as may otherwise be provided in this Code, no Building Permit will be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a

¹ Residential Uses cannot exceed 1 unit/acre

Street shown as a private or Public Street on the Streets Master Plan, or on private easement connecting the Lot to a Street shown on the Streets Master Plan. All Development must comply with the following:

(A) **LOT SIZE.** There is no minimum Lot size in the CT District.

(B) **FRONT, REAR AND SIDE YARDS.** The minimum Front, Side, and Rear Yards for all Structures is twenty-five feet (25'). The Planning Commission may vary required yards in Subdivisions and Master Planned Developments. In no case shall the Planning Commission reduce Side Yards to allow less than ten feet (10') between Structures. Setbacks may be further restricted by Frontage Protection Overlay (FPZ) standards and/or Master Planned Development conditions of approval.

(C) **FRONT, SIDE, AND REAR YARD EXCEPTIONS.** Fences, walls, stairs, paths, trails, sidewalks, patios, driveways, Ancillary Structures, and approved Parking Areas are allowed as exceptions in the Front, Side, and Rear Yards. Screened mechanical and utility equipment, hot tubs, and decks are allowed as exceptions in the Side and Rear Yards provided that a minimum five feet (5') Setback is maintained.

(D) **CLEAR VIEW OF INTERSECTION.** No visual obstruction in excess of two feet (2') in height above Road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A

reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

(Amended by Ord. No. 09-10)

15-2.23-4. DENSITY.

The base Density of the CT District is one (1) unit per twenty (20) acres. Residential Uses cannot exceed one (1) unit/acre.

(A) **DENSITY BONUS – ONE (1) UNIT/ACRE.** The base Density of the CT District may increase up to one (1) unit per acre provided the following standards are incorporated through a Master Planned Development:

(1) **OPEN SPACE.** The Master Planned Development shall provide seventy percent (70%) open space on the project Site.

(2) **FRONTAGE PROTECTION ZONE NO-BUILD SETBACK.** The Master Planned Development shall include a two hundred foot (200') Frontage Protection Zone no-build Setback measured from the closest edge of the highway Right-of-Way.

(3) **PARKING.** Parking for the Master Planned Development is subject to the requirements set forth in Section 15-3. A minimum of forty percent (40%) of the Master Planned Development's required project

parking shall be in structured/tiered parking so as to limit the visibility of Parking Areas and parking lot lighting. The Planning Commission may consider reducing the forty percent (40%) minimum structured/tiered parking requirement based on existing Site topography in locating exterior surface parking to achieve maximum screening of parking from entry corridor Areas and/or to achieve optimum Site circulation and/or shared parking.

(4) **PUBLIC TRANSIT FACILITIES.** The Master Planned Development shall include the Development of a public transit hub facility within the Development Area. The Planning Commission may consider waiving this requirement if a Developer/Applicant contributes funding for an existing or proposed transit hub that is located within a close walking distance from a proposed Development.

(5) **ENHANCED PUBLIC BENEFIT DEDICATION.** The Master Planned Development shall provide the inclusion of public recreation facilities and/or land for public and/or quasi-public institutional Uses reasonably related to the General Plan goals for the Area, and impacts of the Development activity.

(6) **PUBLIC TRAILS AND PEDESTRIAN**

IMPROVEMENTS. The Master Planned Development shall provide public dedicated pedestrian improvements and enhanced trail connections to adjacent open space and/or public ways.

(7) SENSITIVE LANDS OVERLAY STANDARDS. The Master Planned Development shall comply with the Development standards set forth in Section 15-2.21 Sensitive Lands Overlay. Density is determined by compliance with the criteria in Section 15-2.23-4.

(8) AFFORDABLE HOUSING. The Master Planned Development shall provide an additional five percent (5%) Affordable Housing commitment beyond that required by the City's Affordable Housing Resolution in effect at the time of Application. The Planning Commission may consider alternative housing Uses for the additional five percent (5%) Affordable Housing commitment.

(9) SUSTAINABLE-GREEN DEVELOPMENT DESIGN. All Development within the proposed Master Planned Development shall implement City-approved sustainable green Building practices and Site design practices in effect at the time of Application.

(B) DENSITY BONUS – THREE (3) UNITS/ACRE. The base Density of the CT District may increase up to three (3) units

per acre for non-residential Uses provided that all Density bonus requirements set forth in Section 15-2.23-4(A) Density Bonus – One (1) Unit/Acre are met and the following additional standards are incorporated into the Master Planned Development.

(1) OPEN SPACE. The Master Planned Development shall provide eighty percent (80%) open space on the project Site.

(2) FRONTAGE PROTECTION ZONE NO-BUILD SETBACK. The Master Planned Development shall include a three hundred foot (300') Frontage Protection Zone no-build Setback measured from the closest edge of the highway Right-of-Way. The Planning Commission may consider allowing encroachments into the three hundred foot (300') Frontage Protection Zone requirement based on existing Site topography in locating roads and other infrastructure in order to achieve optimum Site circulation.

(3) PARKING. Parking for the Master Planned Development is subject to the requirements set forth in Section 15-3. A minimum of sixty percent (60%) of the Master Planned Development's required project parking shall in structured/tiered parking so as to limit the visibility of Parking Areas and parking lot lighting. The Planning Commission may consider reducing the sixty percent (60%) minimum structured/

tiered parking requirement based on existing Site topography in locating exterior surface parking to achieve maximum screening of parking from entry corridor Areas and/or to achieve optimum Site circulation and/or shared parking.

(4) **ADDITIONAL ENHANCED PUBLIC BENEFIT DEDICATION.** The Master Planned Development shall provide the inclusion of public recreation facilities and/or land for public and/or quasi-public institutional Uses reasonably related to the General Plan goals for the Area, and impacts of the Development beyond that provided to achieve a project Density of up to one (1) unit per acre by a factor reasonably related to the Density increase sought.

(5) **AFFORDABLE HOUSING.** The Master Planned Development shall provide an additional five percent (5%) Affordable Housing commitment beyond that required by the City's Affordable Housing Resolution in effect at the time of Application. This is in addition to that provided in Section 15-2.23-4(A)(8). Total is 110% of base requirement.

15-2.23-5. MAXIMUM BUILDING HEIGHT.

The maximum zone Building height is twenty eight feet (28') from Existing Grade.

(A) **MAXIMUM BUILDING HEIGHT EXCEPTIONS.** The following exceptions apply:

(1) Gable, hip, or similar pitched roofs may extend up to five feet (5') above the Zone Height, if the roof pitch is 4:12 or greater.

(2) Antennas, chimneys, flues, vents, or similar Structures may extend up to five feet (5') above the highest point of the Building to comply with International Building Code (IBC) requirements.

(3) Water towers, mechanical equipment, and associated Screening, when enclosed or Screened, may extend up to five feet (5') above the height of the Building.

(4) An Elevator Penthouse may extend up to eight feet (8') above the Zone Height.

(5) Anemometers and Anemometer Towers used to measure wind energy potential may extend above the maximum Zone Height subject to a visual analysis and Conditional Use approval by the Planning Commission.

(6) Wind turbines may extend above the maximum Zone Height subject to a visual analysis and Conditional Use approval by the Planning Commission of a Small Wind Energy System. Height is measured from Natural Grade to the

tip of the rotor blade at its highest point or top of tower, whichever is greater.

(Amended by Ord. Nos. 07-25; 09-10)

15-2.23-6. ARCHITECTURAL REVIEW.

(A) **REVIEW.** Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department must review the proposed plans for compliance with the Architectural Review standards, Chapter 15-5 and compliance with any additional architectural design guidelines approved by the Planning Commission as part of the Master Planned Development.

15-2.23-7. PARKING REGULATIONS.

Off-Street parking shall be provided per the LMC parking standards set forth in Chapter 15-3.

15-2.23-8. MECHANICAL SERVICE.

All exterior mechanical equipment must be Screened to minimize noise infiltration to adjoining Properties and to eliminate visual impacts on nearby Properties, including those Properties located above the roof tops of Structures in the adjacent district.

All mechanical equipment must be shown on the plans prepared for architectural review by the Planning and Building Departments. The Planning Department will approve or reject the location, Screening and

painting of such equipment as part of the architectural review process.

15-2.23-9. ACCESS, SERVICE AND DELIVERY.

All Structures must provide a means of storing refuse generated by the Structure's occupants. The refuse storage must be on-Site and accessible from a Public Street. Refuse storage must be fully enclosed and properly ventilated. Public trash receptacles set in the Right-of-Way by the City for Use by the public are exempt from this regulation.

15-2.23-10. GOODS AND USES TO BE WITHIN ENCLOSED BUILDING.

(A) **OUTDOOR DISPLAY OF GOODS PROHIBITED.** Unless expressly allowed as an Allowed or Conditional Use, or allowed with an Administrative Permit, all goods including food, beverage and cigarette vending machines must be within a completely enclosed Structure. New construction of enclosures for the storage of goods shall not have windows and/or other fenestration, which exceeds a wall-to-window ratio of thirty percent (30%). See Section 15-2.6-12(B)(3) for outdoor display of bicycles, kayaks and canoes.

(B) **OUTDOOR USES PROHIBITED/ EXCEPTIONS.** The following outdoor Uses may be allowed by the Planning Department upon the issuance of an Administrative Conditional Use permit or an Administrative Permit as described herein. The Applicant must submit the required Application, pay all applicable fees, and

provide all required materials and plans. Appeals of departmental actions are heard by the Planning Commission.

(1) OUTDOOR DINING.

Outdoor dining requires an Administrative Conditional Use permit and is subject to the following criteria:

- (a) The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping.
- (b) The proposed seating Area does not impede pedestrian circulation.
- (c) The proposed seating Area does not impede emergency Access or circulation.
- (d) The proposed furniture is Compatible with the Streetscape.
- (e) No music or noise is in excess of the City Noise Ordinance.
- (f) No Use after 10:00 p.m.
- (g) Review of the Restaurant's seating capacity to determine appropriate mitigation measures in the

event of increased parking demand.

(2) OUTDOOR GRILLS/ BEVERAGE SERVICE STATIONS.

Outdoor grills and/or beverage service stations require an Administrative Permit and are subject to the following criteria:

- (a) The Use is on private Property or leased public Property, and does not diminish parking or landscaping.
- (b) The Use is only for the sale of food or beverages in a form suited for immediate consumption.
- (c) The Use is Compatible with the neighborhood.
- (d) The proposed service station does not impede pedestrian circulation.
- (e) The proposed service station does not impede emergency Access or circulation.
- (f) Design of the service station is Compatible with the adjacent Buildings and Streetscape.
- (g) No violation of the City Noise Ordinance.

(h) Compliance with the City Sign Code, Title 12.

(3) **OUTDOOR EVENTS AND MUSIC.** Outdoor events and music require an Administrative Use permit. The Use must also comply with Section 15-1-10, Conditional Use review. The Applicant must submit a Site plan and written description of the event, addressing the following:

- (a) Notification of adjacent Property Owners.
- (b) No violation of the City noise ordinance.
- (c) Impacts on adjacent residential Uses.
- (d) Proposed plans for music, lighting, Structures, electrical signs, etc.
- (e) Parking demand and impacts on neighboring Properties.
- (f) Duration and hours of operation.
- (g) Impacts on emergency Access and circulation.

15-2.23-11. ANEMOMETERS AND ANEMOMETER TOWERS.

(Created by Ord. No. 09-10)

Anemometers and Anemometer Towers require an Administrative Conditional Use permit for temporary installation, for up to three (3) years, to measure wind energy potential for a Site. The Use must comply with Section 15-1-10, Conditional Use Review. The Applicant must submit a Site plan, Limits of Disturbance plan for all construction, including Access roads, a description and photos of the tower, manufacturers cut sheet and certification information for the Anemometer, an Application for and all other submittal requirements for Administrative Conditional Use permits and a narrative addressing the following:

- (A) No violation of the City noise ordinance.
- (B) Notification of adjacent Property Owners.
- (C) Compliance with Setbacks and height requirements, see Height Exceptions. Setbacks may be decreased if a signed encroachment agreement with the affected Property Owner is provided, and public Rights-of-Way and power lines are not impacted by the location.
- (D) Compliance with FAA regulations.
- (E) Compliance with the International Building Code.
- (F) At the time of Application for an Administrative Conditional Use permit, standard engineering drawings for the tower, base, and footings shall be submitted.

(G) **BUILDING PERMIT.** Prior to issuance of a Building Permit, the plans shall comply with all applicable sections of the International Building Code, including electric codes and all requirements and criteria of this section.

(H) Requests for temporary Anemometer Towers that exceed the Zone Height by more than five feet (5') shall provide a visual analysis from all applicable LMC Vantage Points described in Section 15-15.1 to determine visual impacts on Ridge Line Areas and entry corridors.

(I) **REMOVAL AND DECOMMISSIONING.** Anemometers and Anemometer Towers shall be removed after the temporary period has expired or if the Use is abandoned. A Use shall be considered abandoned when it fails to operate for a period of one (1) year or more.

In no case shall the temporary Use continue beyond the permitted time frame to be identified during review of the Administrative CUP, unless an extension is requested. Upon a notice of abandonment from the Building Department, the system Owner shall have sixty (60) days to provide sufficient evidence that the system has not been abandoned, or the City shall have the authority to enter the Property and remove the system at the Owner's expense.

The Owner is responsible for reclaiming the land using natural vegetation. To the greatest extent possible, the land shall be fully returned to its natural state within three (3) years of the removal of the installation.

15-2.23-12. SMALL WIND ENERGY SYSTEMS.

(Created by Ord. No. 09-10)

Small Wind Energy Systems (system) require a Conditional Use Permit. The Use must comply with Section 15-1-10, Conditional Use Review, and the following review criteria. The Applicant must submit a Site plan; Limits of Disturbance plan for all construction, including all Access roads and installation details, such as Grading and erosion control; a description and photos of the tower and turbine; manufacturers cut sheets and certification information for the tower and turbines; Property survey showing size of Property and location of Structures, utilities, easements, Streets and Rights-of-Way on the Property and on adjacent Properties within a horizontal distance equivalent to 110% of the proposed height; an Application for and all other submittal requirements for Conditional Use Permits; and a narrative addressing the following review criteria:

(A) **LOCATION.** Location on the Property and associated wind data shall indicate the optimum citing location for highest wind energy potential and lowest air turbulence from the ground and surrounding objects; measured distances to adjacent habitable Structures, Property lines, power lines, and public and private Streets and Right-of-Ways; and trails. Systems shall not be installed in known migratory bird flyways, unless a wildlife study indicates that the proposed system due to the configuration, location, height, and other

characteristics, will not negatively impact the flyway.

(B) **SETBACKS AND HEIGHT.** See Section 15-2.23-5, Height Exceptions. Small Wind Energy Systems shall not exceed the Setback requirements of the zone and shall be set back a minimum distance equal to 110% of the total height of the system. **EXCEPTION:** Setbacks may be decreased if a signed encroachment agreement with the affected Property Owner is provided, and the public Rights-of-Way and power lines are not impacted by the location.

(C) **LOT SIZE.** Small Wind Energy Systems that are greater than eighty feet (80') in height shall be located on a Lot size of one (1) acre or more.

(D) **DESIGN.** Wind Energy Systems shall be a neutral color that blends with the environment. Gray, beige, and white are recommended and all paint and finishes shall be non-reflective.

(E) **LIGHTING.** Small Wind Energy Systems shall be lighted only if required by the FAA and shall comply with all applicable FAA regulations.

(F) **NOISE.** No violation of the City noise ordinance.

(G) **SIGNS.** Signs shall be restricted to reasonable identification of the manufacturer, operator of the system, utility, and safety signs. All signs shall comply with the Park City Sign Code.

(H) **BUILDING PERMIT.** Prior to issuance of a Building Permit the system shall comply with all applicable sections of the International Building Code, including electric codes and all requirements and criteria of this section.

(I) **VISUAL ANALYSIS.** A visual analysis from all applicable LMC Vantage Points as described in Section 15-15.1 for all Small Wind Energy Systems is required to determine visual impacts on Ridge Line Areas and entry corridors.

(J) **SYSTEM CONDITIONS.** The Applicant/system Owner shall maintain the system in good condition. Maintenance shall include, but not be limited to, painting, mechanical and electrical repairs, structural repairs, and security measures.

(K) **REMOVAL AND DECOMMISSIONING.** Any Small Wind Energy System, that has reached the end of its useful life or has been abandoned, shall be removed. A system shall be considered abandoned when it fails to operate for a period of one (1) year or more.

Upon a notice of abandonment from the Building Department, the system Owner shall have sixty (60) days to provide sufficient evidence that the system has not been abandoned and request an extension, or the City shall have the authority to enter the Property and remove the system at the Owner's expense.

The Owner is responsible for reclaiming the land using natural vegetation and to the greatest extent possible the land shall be

fully returned to its natural state within five (5) years of the removal and decommissioning of the system.

(L) **REPLACEMENT.** Replacement of an already permitted turbine with a similar size and height will not require a permit modification.

15-2.23-13. VEGETATION PROTECTION.

The Property Owner must protect Significant Vegetation during any Development activity. Significant Vegetation includes large trees six inches (6") in diameter or greater measured four and one-half feet (4 ½') above the ground, groves of small trees, or clumps of oak and maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.

Development plans must show all Significant Vegetation within twenty feet (20') of a proposed Development. The Property Owner must demonstrate the health and viability of all large trees through a certified arborist. The Planning, Building, and Engineering Departments shall determine the Limits of Disturbance and may require mitigation for loss of Significant Vegetation consistent with landscape criteria in LMC Chapter 15-3-3(D) and Title 14.

15-2.23-14. CRITERIA FOR RAISING AND GRAZING OF HORSES.

(Created by Ord. No. 09-10)

The raising and grazing of horses may be approved as a Conditional Use by the Planning Department. In making a determination whether the raising and grazing of horses is appropriate, the Planning Commission shall consider the following criteria:

(A) Any barn must be located a minimum of seventy-five feet (75') from the nearest Dwelling Unit.

(B) There shall be a maximum of two (2) horses per acre.

(C) Terrain and Slope of the Property must be suitable for horses.

(D) The Applicant must submit an Animal Management Plan outlining the following:

- (1) waste removal/odors;
- (2) drainage and runoff;
- (3) bedding materials;
- (4) flies; and
- (5) feed/hay.

15-2.23-15. SIGNS.

Signs are allowed in the CT District as provided in the Park City Sign Code, Title 12.

(Renumbered by Ord. No. 09-10)

15-2.22-16. RELATED PROVISIONS.

- Fences and Walls. LMC Chapter 15-4-2.
- Accessory Apartment. LMC Chapter 15-4-7.
- Satellite Receiving Antenna. LMC Chapter 15-4-13.
- Parking. LMC Chapter 15-3.
- Landscaping. Title 14; LMC Chapter 15-3-3(D).
- Lighting. LMC Chapters 15-3-3(C), 15-5-5(I).
- Park City Sign Code. Title 12.
- Architectural Design. LMC Chapter 15-5.
- Snow Storage. LMC Chapter 15-3-3(E).
- Parking Ratio Requirements. LMC Chapter 15-3-6.

(Renumbered by Ord. No. 09-10)

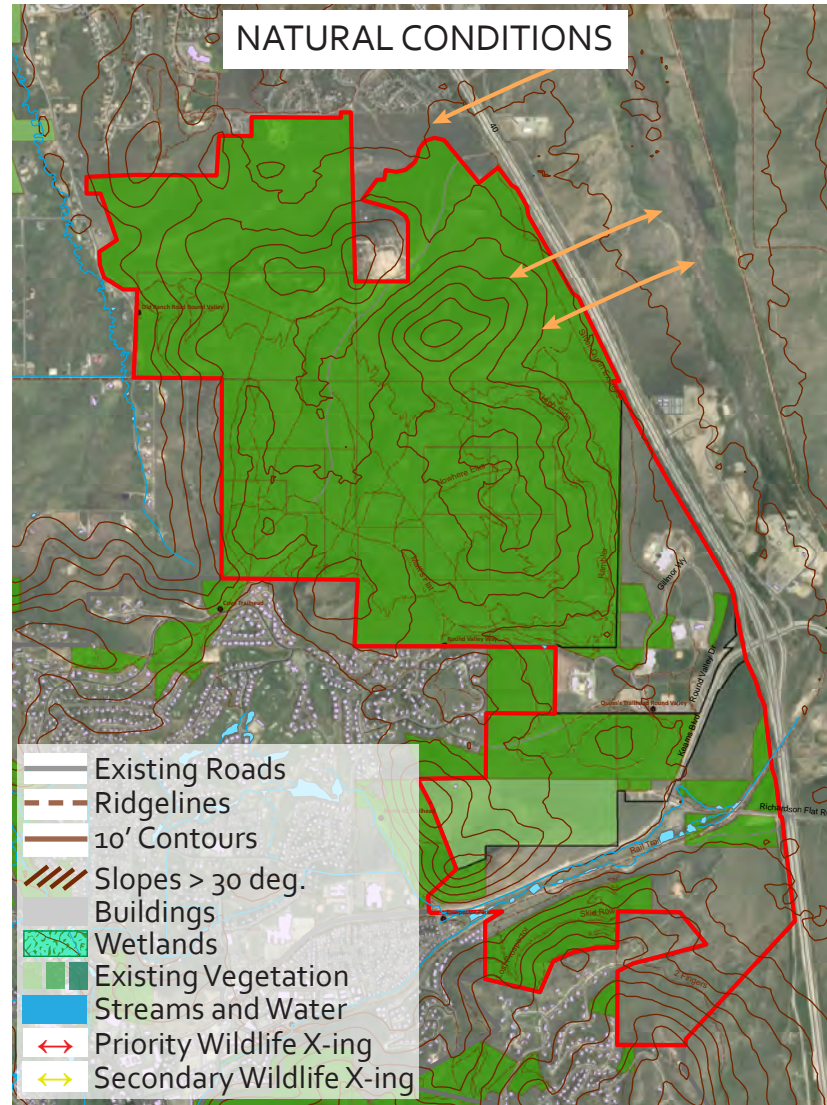


NEIGHBORHOOD 10: QUINN'S JUNCTION



QUINN'S JUNCTION

Map 1

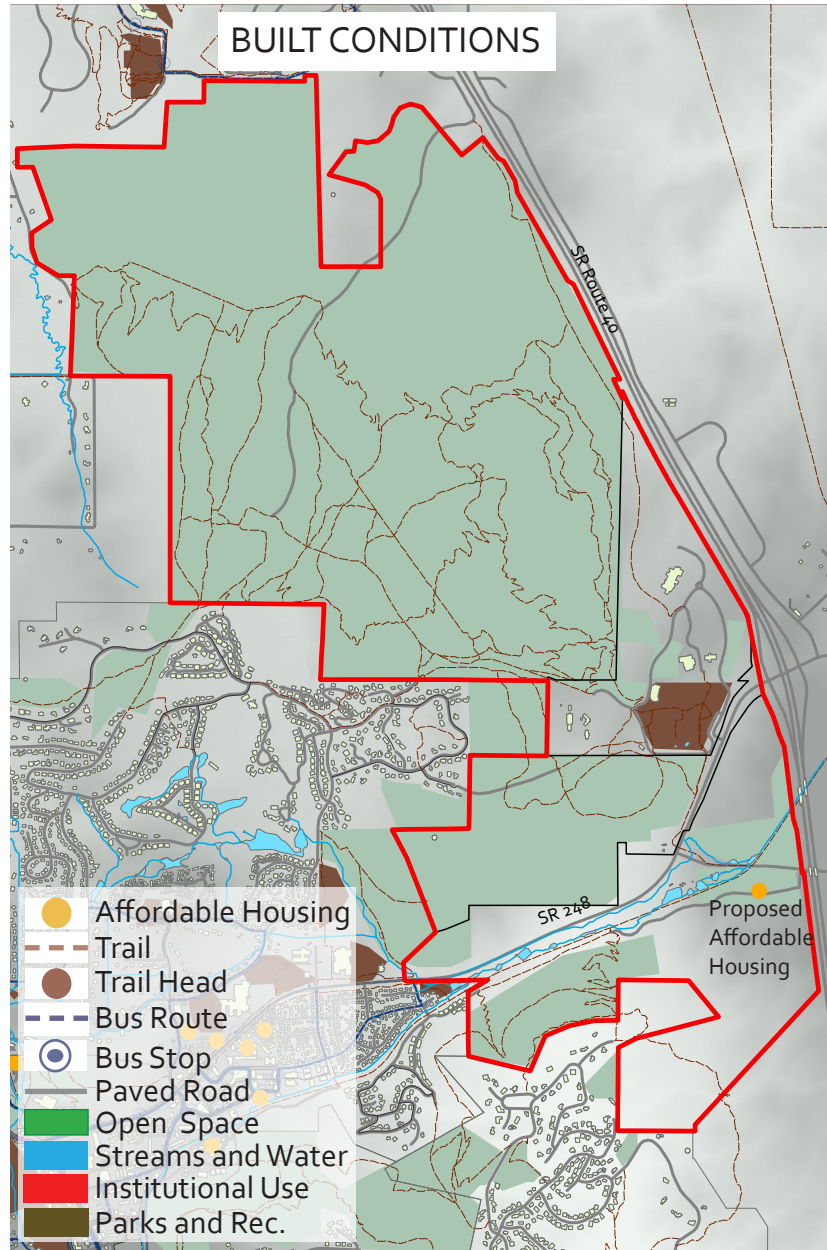


Total Area (sq. miles)	1.20 square miles
Total Area (acres)	1,009.61 acres
Total Built Residential Units	0
Unbuilt Units	239 Residential
% of Total Park City Units	0%
Average Density	3.22 units per acre
Range of Density	0.18 - 33.3 units per acre
Population	3
Number of Businesses	5
% of Park City Businesses	1%
Housing Type	Single Family and Multifamily
Historic Sites	None
Affordable Housing	PC Heights (including IHC units) proposed
Occupancy	None
Neighborhood Icons	National Ability Center US Ski Association Training Center People's Health Clinic PC Ice Arena and Sports Center IHC Hospital Summit County Health
Parks	Sports Center
Amenities	Round Valley trail and cross country ski network, Rail Trail
Trails	Round Valley
Walkability	Extremely Low. Regional destination with no built housing

* HOAs may exist in this neighborhood; please refer to page 10.

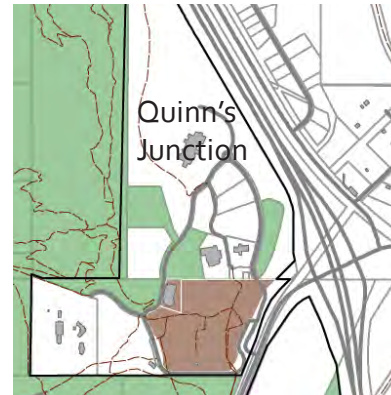


Map 2





Quinn's Junction is dominated by open space with Round Valley as the vast backyard to the existing development. On the north-west corner, regional institutional uses are located on large lots with on-grade parking. Future clustered residential development will occur on the south-west corner within Park City heights.



10.1. Quinn's Junction Neighborhood: Regional Planning to guide future development along a City boundary.

Between July 2002 and October of 2004, Park City and Summit County worked together to create a shared land use plan for future development of the area between SR-248 and Highway 40 to the Silver Summit intersection. During the collaborative public planning process, input from stake holders was collected. Also, the planning staff of both entities reviewed the two general plans to identify commonalities. The result of the combined efforts is the Quinn's Junction Joint Planning Commission Principles. On October 11, 2004, the Planning Commission adopted the planning principles with the understanding that the shared principles were not intended to be a formal land

use plan and the adoption of the principle did not modify the general plans or development codes. The stated purpose for the draft principles was to provide a higher level of detail or a greater resolution between the two existing general plans and provide guidance during future amendments to the general plan.

The Quinn's Junction Joint Planning Principles are separated into two categories: Development Densities and Land Use and Development Patterns. The Principles are noted in detail after the following page. A series of maps representing the Quinn's Area follow the Principles.

The area has evolved since the creation of the 2004 Quinn's Joint Planning Commission Principles. Development over the past decade within Park City includes many institutional

uses including IHC Hospital, PC Ice Arena and Sports Center, the People's Health Clinic, Summit County Health Center, and the United States Ski Association Training Center. The City reviewed two master planned development projects on the south side of SR 248 during this time frame as well. The approved Park City Heights residential Master Planned Development includes 239 new residential units and the Quinn's Junction Partnership Annexation consists of 1 movie studio complex, a hotel with up to 100 rooms, and a retail area. Concurrently, approximately 1365 acres within Round Valley were purchased as open space, preserving the view corridors on the west side of Highway 40 between Silver Summit and Quinn's Junction in perpetuity.

The following Joint Planning Principles recommend development patterns of

clustered development balanced with preservation of open space:

1. Cluster in identified areas and around exiting development maintaining consistency among uses.
2. Public preserved open space and recreation is the predominant existing land use in the study area. Clustered development should be designed to: enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas.
3. Preserve a substantial open space corridor through the study area.

The West side of Highway 40 has built out following the Quinn's Junction Joint

Planning Commission Principles with clustered development at the interchanges and protected open space between the two development nodes. The East side of the highway has followed the same development pattern on the with clustered development at the Silver Summit and the Quinn's Junction interchange, with the exception of protecting the undeveloped land in-between. The City should continue to work with the County to maintain the view corridors along the East side to mirror the preserved open space to the West. The open space of Round Valley protects a wider expanse of land than originally identified within the Quinn's Junction Joint Planning Commission map. The Quinn's Junction Joint Planning Commission Principles map should be amended to reflect the protect lands and to create protected east-west wildlife corridors. Protected wildlife

corridors not only prevents fragmentation of ecosystems but also benefits the community with protected view corridors and sensitive lands and increased low-impact recreational activities. Soil contamination in this area is also of concern and under the jurisdiction of the federal government.

In an agreement called an Administrative Settlement Agreement and Order on Consent (AOC) for EE/CA (Engineering Evaluation/ Cost Analysis) Investigation and Removal Action, the Environmental Protection Agency, Region 8 (EPA) published its revised cleanup area for the Richardson Flats Tailings Superfund Site in Park City and Summit County. It is anticipated that EPA will oversee the development of a cleanup plan to address historic mine tailings in the Silver Creek floodplain, which is on Utah's list of impaired waters due to contamination from cadmium, zinc and arsenic. An EPA cleanup plan would involve design and cost analysis, public comment, implementation and long-term maintenance. Federal law provides that such an EPA cleanup plan would not require state and local permitting.



Quinn's Junction Joint Planning Commission Principles (2004)

Development Densities and Land Uses

1. Initial project analysis should commence with a review of property's base density (subtracting wetlands, slopes, wildlife areas, flood plain, etc.)
2. Consider density bonuses for preservation of key open spaces identified in the study area.
3. Density should result in significant public benefits that promote Park City's resort, recreation, tourism and resort-based, second home economy.
4. Highway service commercial / convenience retail and regional/big-box retail commercial will not be considered in/along the Highway 40/SR 248 corridor.
5. A site for institutional development will be considered in the study area with the potential institutional uses limited to: a hospital, educational facility, recreation / sports training facility, or an arts / cultural heritage / history based institution.
6. A limited expansion of the existing light industrial/incubator service commercial uses along the east side of Highway 40 should be considered. Said expansion should be clustered to the greatest degree possible to minimize sprawl and should include re-development / clean-up of existing businesses, land use patterns, circulation, etc., that have been detrimental to the environment, aesthetics, or function of the area. Density incentives would be considered for preservation of key open space areas within the boundaries of the study, particularly those advancing the goals of the study for preservation of the 248 entry corridor. It should be noted that many of the above principles will be further specified by forthcoming amendments to the Snyderville Basin Development Code, which will more serve as the actual governing document for proposals including these types of uses in the study area.
7. Neighborhood Commercial uses will be considered in the Silver Summit area east of Highway 40 and a more limited (in use and overall density) neighborhood commercial node could be considered on the west side of Highway 40. Potential for expansion of these uses may be through density receiving mechanisms to be identified in forthcoming Development Code changes.
8. Recreation and Open Space will be encouraged use in the Richardson's Flat area. The majority of this area is governed by and

must be reviewed for consistency with the 1999 Flagstaff Mountain Development Agreement, which stipulates golf course, active recreation, equestrian and preserved open space as allowed uses.

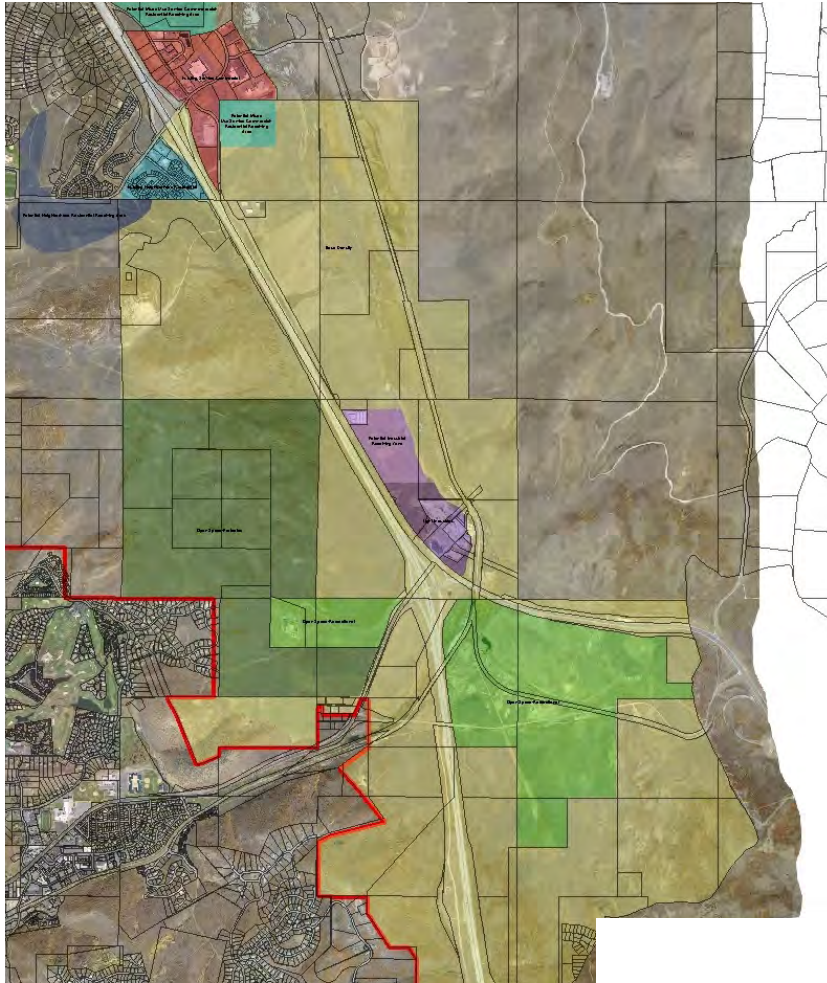
9. Clustered residential development may be considered in areas indicated on the accompanying map of the study area and specified for base density. Initial evaluation of density for projects in the study area shall be based on Summit County Base Density allowances as specified in the Code in effect at the time of application. The maximum density that will be considered in Base Density areas for projects complying with all preferred development patterns and principles will be limited to the densities specified for rural areas in the Summit County Development Code or where applicable the Estate Zoning provisions of the Park City Land Management Code. Code provisions in effect at the time of application will apply. Only potential receiving areas or the parcel identified for potential employee housing in the existing Flagstaff Mountain Development Agreement will be considered at higher densities.

Development Patterns

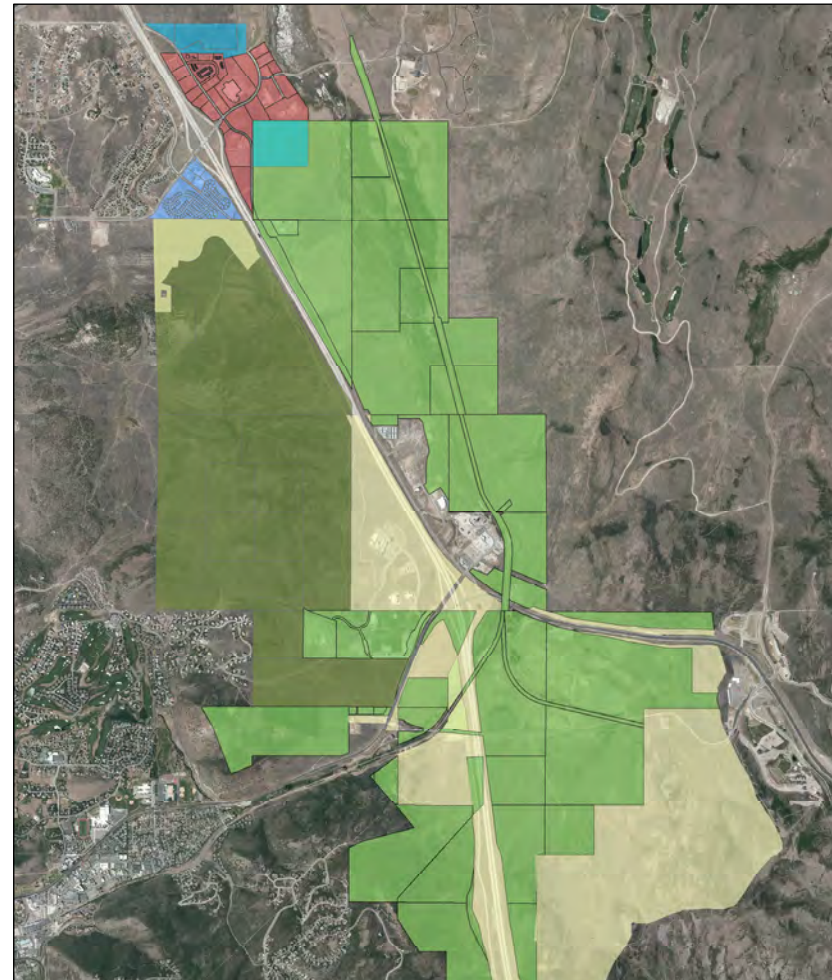
1. Cluster in identified receiving areas and around existing development maintaining consistency among uses.
2. Public preserved open space and recreation is the predominant existing land use in the study area. Clustered development should be designed to: enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas.
3. Apply Sensitive Land standards from City and County ordinances for all development design. This includes recreational and institutional development, which should incorporate and preserve important topographical features, natural areas and view sheds, and be of a scale and scope consistent with the primary goal of preserving the function and aesthetics of an important resort entry corridor. Planning efforts for projects in this corridor should continue to involve both City and County staff for input.
4. Large expanses of surface parking areas with high visibility from the entry corridor will not be allowed. Surface parking shall be buffered from the entry corridor and utilize existing topography for screening purposes whenever possible. Sub-surface and well designed structured parking will be encouraged whenever possible.
5. Preserve a substantial open space corridor through the study area.
6. New Development (including institutional and recreational) should be transit-oriented and linked to broader community open space and trail networks.












2004 QUINN'S JUNCTION JOINT PLANNING COMMISSION MAP

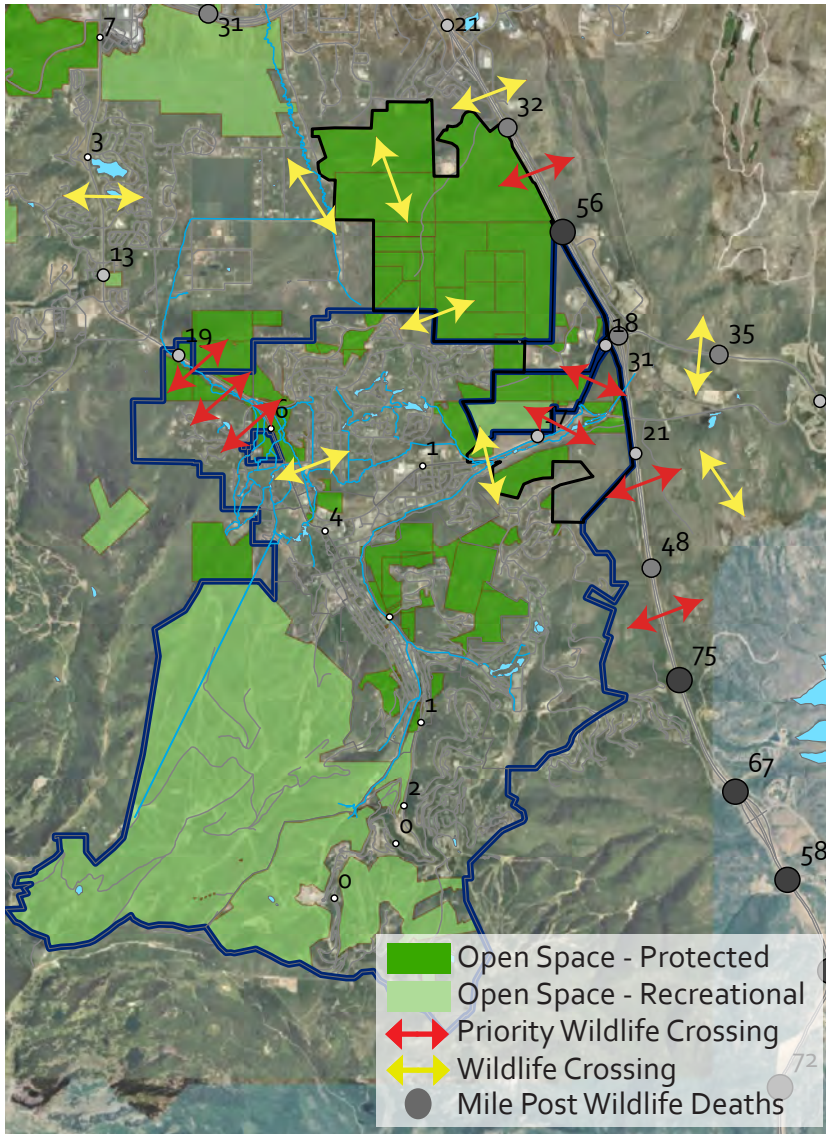


UPDATED QUINN'S JUNCTION AREA MAP

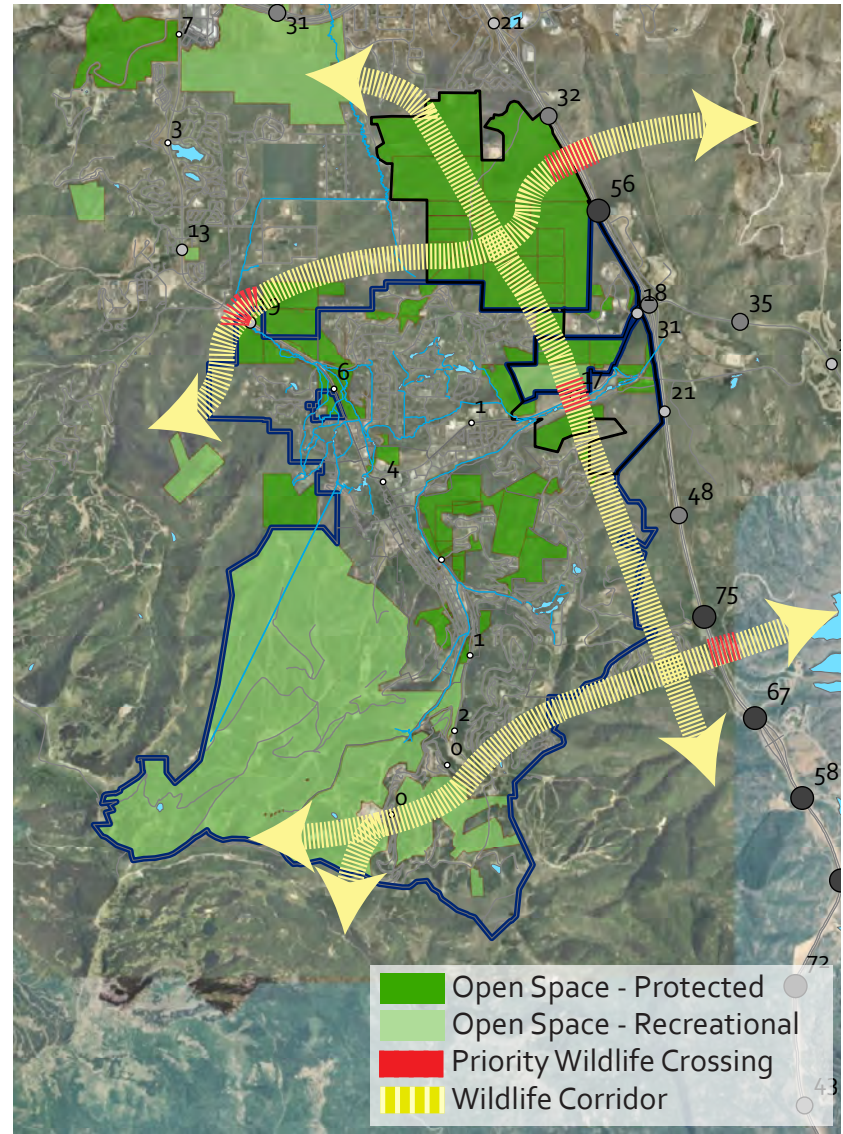


- | | | |
|---|---|--|
|  Base Density |  Open Space - Protected |  Potential Neighborhood Residential Receiving Area |
|  Existing Neighborhood Residential |  Open Space - Recreational |  Potential Mixed Use Service - Residential Receiving Area |
|  Existing Service Commercial |  Potential Industrial Receiving Zone | |
|  Light Industrial | | |

2012 PC NATURAL RESOURCE INVENTORY WILDLIFE CROSSINGS



WILDLIFE CORRIDORS



10.2. Quinn's Junction Neighborhood: An area for Regional Institutional Uses.

New development within the Park City limit in Quinn's Junction has occurred primarily along Round Valley Drive and Gillmore Way within the north-west corner of the Quinn's Junction interchange. The area was identified within the Quinn's Junction Joint Planning Commission Land Use Principle #5 as "appropriate for institutional development with the potential institutional uses limited to: a hospital, educational facility, recreation / sports training facility, or an arts / cultural heritage / history based institution." The north-west corner should continue to build-out as a regional node for institutional development due to the location on the edge of the Park City. Institutional development in this location can serve the population of the Wasatch



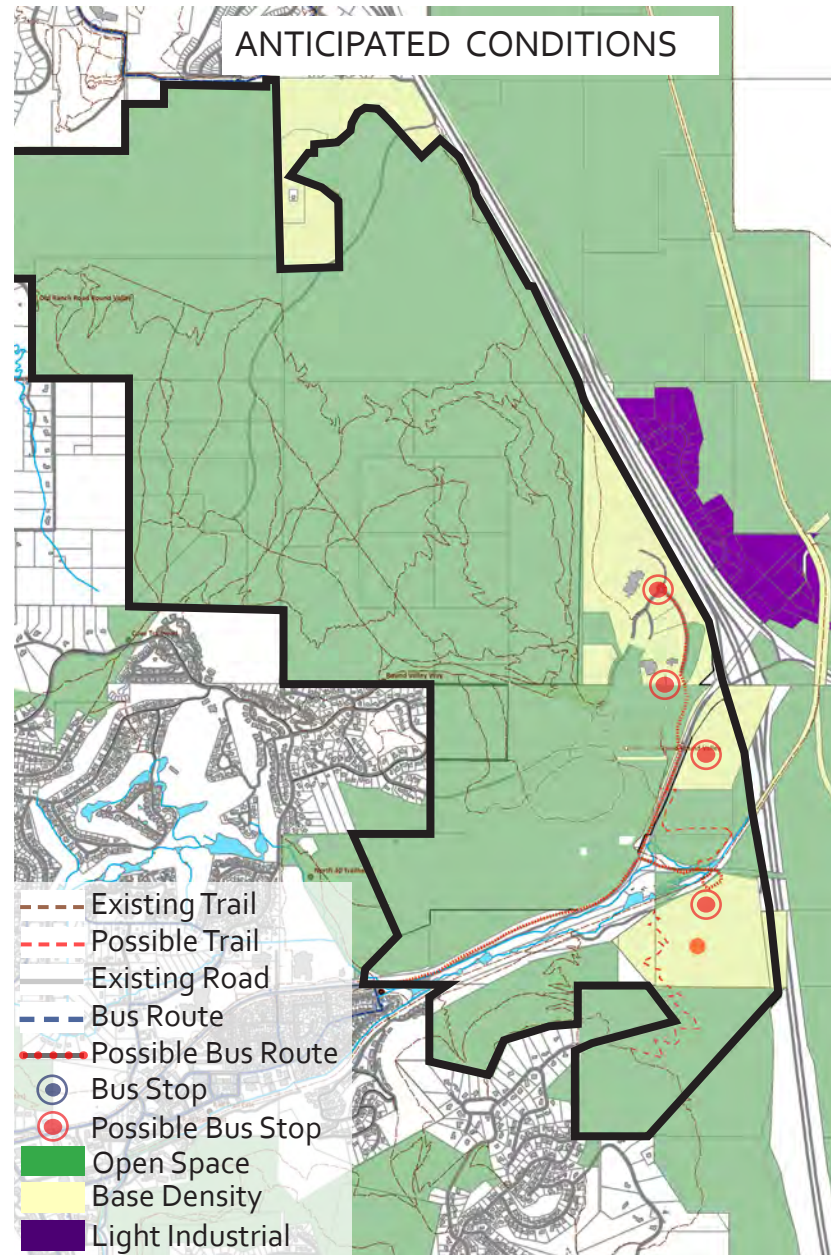
Back and are designed to accommodate populations greater than Park City. An additional 250,000 sf of development is planned around the hospital.

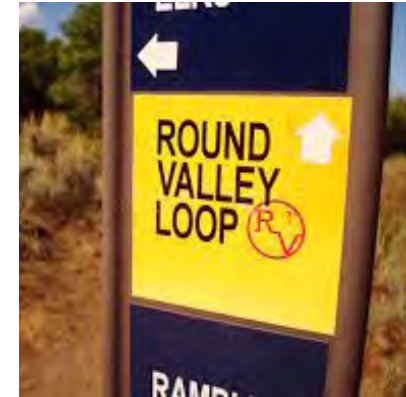
This area is not suitable for everyday needs of Parkites, such as a grocery store or post office due to increased

dependency on personal vehicles. Big box commercial is not appropriate either as it will conflict with the purpose of the area, create increased vehicle trips, and compete with the existing commercial nodes within the City and County. The new development in the north-west corridor is linked

to the broader community through trails and the existing road network. To complement the City's goals of decreasing dependence on the automobile, the area should be considered as a destination within the public transportation network.

Map 3





10.4: The aesthetic of the Quinn's Junction shall preserve the natural setting.

As Quinn's Junction introduces 239 new residential units within the Park City Heights subdivision, an evolution

will take place in the built environment. Most commonly, the aesthetic of arriving at Quinn's junction is experienced through the car to either visit a large institution or to recreate. In the future, the neighborhood should evolve to accommodate increased

multi-modal transportation options. Sidewalks, trails, bus shelters, and benches will become common place.

The most character defining feature of the Quinn's neighborhood is the plentiful natural setting. View corridors welcome

residents and guest, and must be preserved. New development should be set back in compliance with the Entry Corridor Protection Overlay. Open space requirements within developable lots should preserve the natural setting through limits of disturbance.

GOAL 1 Park City will protect undeveloped lands, discourage sprawl, and direct growth inward to strengthen existing neighborhoods.

Our community is faced with the decision of *how* the City should grow in the face of development pressures. Simply saying NO to development and redevelopment is not an option in light of existing development agreements, Master Planned Developments (MPD), redevelopment areas, and development rights allowed by current zoning. The current estimate is that at least 3,444 residential unit equivalents (UEs) and 2,357 commercial UEs remain unbuilt within Park City limits. These numbers indicate that Park City is only 73% built out for residential development and 43% built out for commercial development. Simply stated, there is a significant amount of growth that is yet unrealized within the City.

Park City understands the development pressures that are placed not only on the City but the entire region as well. As Park City goes, so goes the region. At the present, the pace of development continues to increase significantly within the City and that increase is also being felt in the surrounding area within the



The protected open space of Round Valley defines the Park Meadows neighborhood boundary while providing recreation opportunities for Parkites as well as habitat for wildlife.

County.

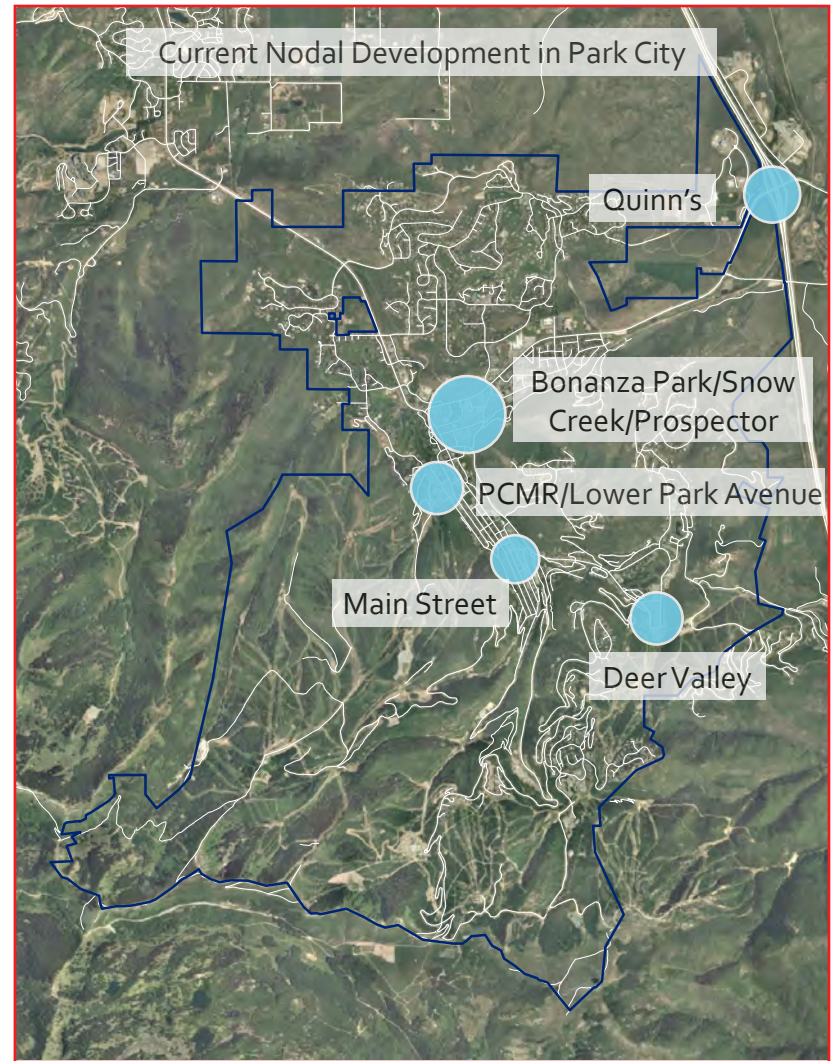
While Park City could choose to look inward and ignore the rapid pace of development within the County, we should collaborate with our regional partners (Summit and Wasatch counties) to develop a regional plan for the next 20 years: a plan that envisions interjurisdictional TDRs in appropriate areas for density increases, a plan that addresses our growing regional

transportation problem and dependency on the automobile, a plan that defines the gives/gets of density transfers whether from the City to the County or vice versa.

The undeveloped land representative of the community's core values includes the expansive vistas, open space, sensitive lands, and wildlife corridors which are irreplaceable. For our guests and residents alike, it is the areas that

Objectives

- 1A** Direct complimentary land use and development into existing neighborhoods that have available infrastructure and resource capacity.
- 1B** Each neighborhood should have a well-defined edge, such as open space or a naturally landscaped buffer zone, permanently protected from development, with the exception of the transition areas where two adjacent neighborhoods merge along an established transportation path.
- 1C** Primary residential neighborhoods should encourage opportunities to enhance livability with access to daily needs, including: a mini market, a neighborhood park, trails, community gardens, walkability, bus access, home business, minor office space, and other uses that are programmed to meet the needs of residents within the neighborhood and complement the existing context of the built environment.
- 1D** Increase neighborhood opportunities for local food production within and around City limits. Sustainable agriculture practices should be considered within appropriate areas.



SMALL TOWN

Directing growth patterns away from large areas of undeveloped land and toward existing compact, mixed-use centers along priority transit corridors; this focus will help prevent sprawl, protect the City's quality of life through decreased vehicle miles traveled (VMT), improve air quality, and increase utilization of public transportation.

GOAL
10 Park City will provide world-class recreation and public infrastructure to host local, regional, national, and international events that further Park City’s role as a world-class, multi-seasonal destination resort while maintaining a balance with our sense of community.

Park City’s economy is dependent on recreation tourism. The City should continue to improve recreational infrastructure as an economic development tool to remain competitive as a world-class multi-season destination resort community. Professional fields, ice rinks, and recreation courts enable Park City to host large professional level events. Implementing current industry standards permits the Park City facilities to be utilized for regional, national, and international competitions. This can improve the economic health of the City year round and especially during the shoulder season by populating hotels, restaurants, and shops. The larger events also help to subsidize local recreation programs. As Park City continues to prioritize recreation tourism with infrastructure improvements, hosting another winter Olympics may become a reality.



Infrastructure that supports training activities should also be improved as such facilities can be used on a year-round basis and are attractive to individuals and groups seeking to train at the highest level possible. A great example is the Utah Olympic Park, above, which serves as a training facility for freestyle skiers, bobsledders, etc.

Objectives

- 10A** Remain competitive as a world-class, multi-season, destination resort community by increasing year-round recreation events and demand for resort support services, such as hotels and restaurants.
- 10B** Balance tourism events with preservation of small town character and quality of life. Locate larger tourist activities close to resorts and/or existing facilities. Locate community facilities close to primary residential areas.
- 10C** Public infrastructure improvements and programming should consider the visitor experience to Park City during large events and master festivals.

PARK CITY HAS A GOLD RATED TRAIL SYSTEM ACCORDING TO INTERNATIONAL MOUNTAIN BIKE ASSOCIATION - THE FIRST IN THE WORLD



SENSE OF COMMUNITY

Community Planning Strategies

- 10.1** Adopt City policy to include consideration of current industry standards for new recreation facilities and remodels to enable hosting world-class events while benefiting the locals' quality of life.
- 10.2** Support opportunities for high altitude training centers. Allow short term housing opportunities for visiting teams and athletes.
- 10.3** Research opportunities for the location of a high altitude training center.
- 10.4** Allow cutting edge, green technology in appropriate areas to visually represent Park City's commitment to sustainable tourism.



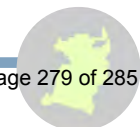
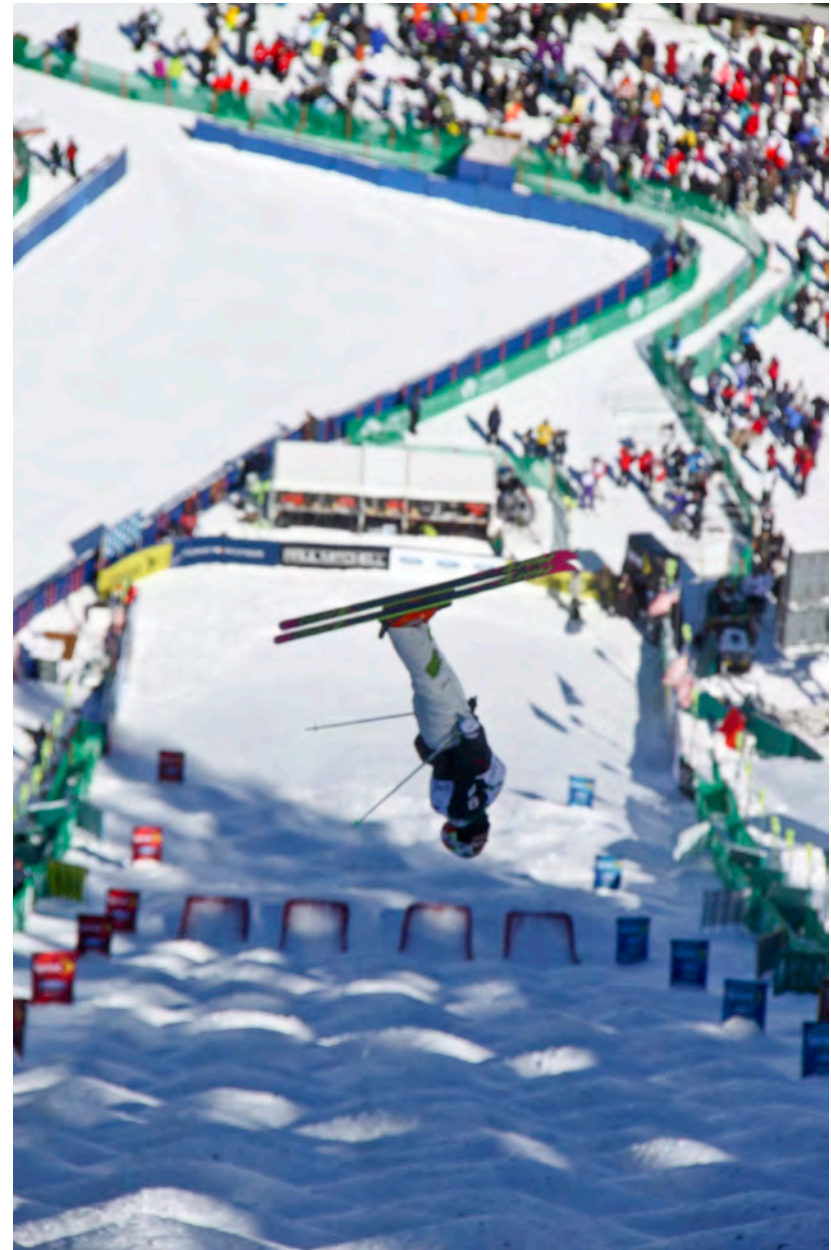
In 2009, the USSA Center of Excellence opened at Quinn's Junction. Future Olympians utilize the facility to train year round.

City Implementation Strategies

- 10.5** Maintain policies within each public recreation facility to manage local use and non-resident use.
- 10.6** Collaborate with local hosts to attract additional national and international sporting events year round.
- 10.7** Support a study to research benefits and impacts of a connected regional ski lift system.
- 10.8** Support future efforts to host a second Winter Olympics.
- 10.9** Public infrastructure policy should provide visitors with the Park City experience, including cutting edge technology which exhibits Park City's commitment to the visitor experience and the environment.



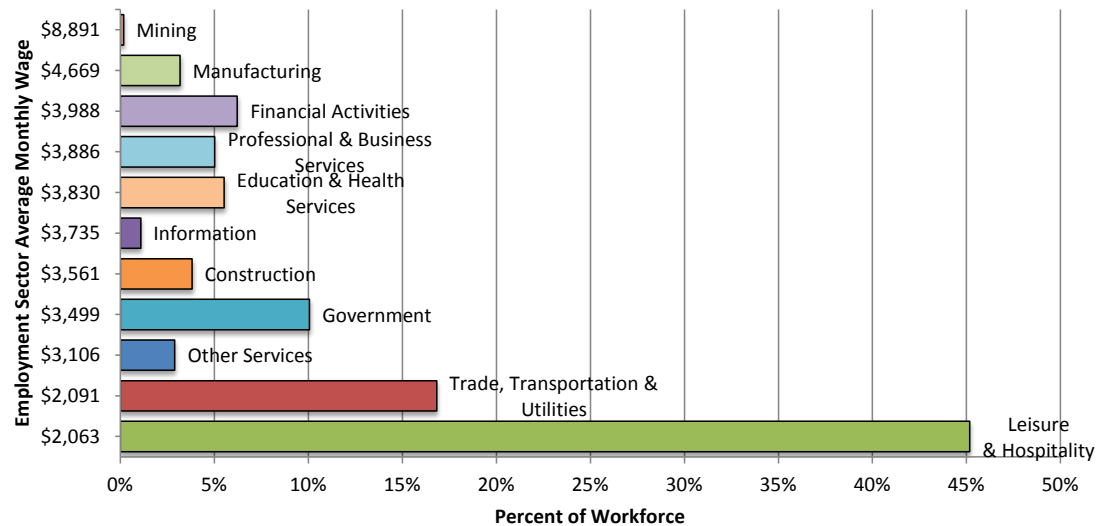
OLYMPIC PARK OFFERS EXCITING OUTDOOR RECREATIONAL ACTIVITIES AND CULTURAL EVENTS YEAR-ROUND FOR BOTH RESIDENTS AND VISITORS.



GOAL 12 Foster diversity of jobs to provide greater economic stability and new opportunities for employment in Park City.

The largest employment sector in Park City during 2010 was the leisure and hospitality industry, which includes jobs in the arts, entertainment, recreation, accommodation, and food services sectors. Approximately 5,700 people had jobs in this industry, accounting for nearly 45 percent of all employment in Park City⁷. In addition to being the largest employment industry in Park City, workers in the leisure and hospitality sectors are also the lowest paid, receiving an average income of \$2,063 per month. Over the past decade, wages in this industry have remained roughly the same, increasing only 1%, in real terms⁸. Park City's high real-estate costs combined with low paying jobs results in spatial mismatch (separating where people live from where they work), for both residents of Park City and employees within the City limits. By diversifying the local job market, more opportunities will be created for residents of Park City to make a living locally.

Park City Distribution of Workforce Wages, 2010



The 2010 US Census data reveals the significant percent of Park City's workforce that is concentrated in the hospitality industry. While typical of a resort destination, the large number of employees that are employed in this industry tend to have significantly lower incomes than other industries. This disparity creates an environment that does not allow for many private housing opportunities in Park City. As a result, many of the City's workers live in outlying areas - in Summit County, Snyderville Basin, Heber, and even Salt Lake City. The commute to work adds to our traffic congestion as well as creates environmental challenges. Park City should continue to actively create workforce/affordable housing to keep this workforce living locally.

Objectives

- 12A** Retain and expand existing Park City businesses.
- 12B** Improve the balance of jobs-to-housing ratio in Park City through efforts to attract higher paying jobs and workforce housing strategies.
- 12C** Support local owned, independent businesses that reflect the core values of Park City and add to the Park City experience.
- 12D** Minimize commercial retail chains on Main Street and the impacts of big box and national chains on the unique *Park City experience*.

PARK CITY IS HOME TO A DIVERSE WORKFORCE AND NEW EMPLOYMENT OPPORTUNITIES ARE ENCOURAGED



Industry	Utah (compared to US)	Summit County/Park City (compared to US)
Natural Resources and Mining	0.95	0.42
Construction	1.33	1.6
Manufacturing	1.06	0.3
Trade, Transportation, and Utilities	1.05	0.86
Information	1.13	0.49
Financial Activities	1.05	1.12
Professional and Business Services	1	0.55
Education and Health Services	0.84	0.31
Leisure and Hospitality	0.95	3.36
Other Services	0.8	0.85
Unclassified	0.03	0.03

The Economic Data and Analysis

In an attempt to gain a better understanding of how Park City's economy relates to the rest of the State, a location quotient analysis was completed using 2007 Census and NAICS data. A location quotient (LQ) analysis is an assessment of the concentration of a business sector in a city (Summit County/Park City; data was collected at the county level) compared to its region (Utah) or nation. For purposes of this analysis, the comparison was made to the Nation. The results of LQ indicate either under-representation or specialization. An LQ value around 1.0 indicates that the percent share of that sector in the city mirrors the distribution in the Nation. An LQ value below 1.0 indicates that the sector in question is under-represented in the city. An LQ value greater than 1.0 indicates that the sector in question is over-represented in the city. If the LQ value exceeds 1.3, it is understood that some specialization or clustering occurs.

The data results are not surprising; they illustrate that Summit County/Park City is heavily reliant on the resort economy where the LQ is 3.36. Areas of concern might be in the areas of Professional and Business Services where the area's LQ is 0.55, and Information where the LQ is 0.49.

Community Planning Strategies

- 12.1** Maintain commercial and light industrial uses within the City limits to meet the needs of residents and visitors. Develop and monitor an inventory of commercial and industrial space to support local businesses, prevent economic leakage, and decrease vehicle miles traveled.
- 12.2** Foster live-work opportunities in commercial areas.
- 12.3** Establish a neighborhood economic development tool for the Bonanza Park District to utilize increased tax revenues into the redevelopment area, thus creating a funding source for infrastructure, public/private partnerships, and improvement to the public realm.



City Implementation Strategies

- 12.4** Support and attract businesses through implementation of the economic development toolbox.
- 12.5** Utilize economic development tools to support start-up opportunities for local businesses that augment the *Unique Park City Experience*. Public investment in a Park City business incubator center should be considered.
- 12.6** Attract businesses focused on High Altitude training, goods, and/or services that complement Park City's sustainability initiative to relocate to Park City.
- 12.7** Provide competitive, cutting-edge technology infrastructure in areas targeting business growth.
- 12.8** Continue regional coordination with economic development partners to develop programs and support services to attract new business to the region. Inform businesses of current opportunities and advantages of the region such as site location savings, labor force, infrastructure, cost of business, portfolio of available properties, quality of life, and economic development incentives.
- 12.9** Research possibility of creating a revolving loan fund to provide gap financing for new and expanding local businesses. Criteria should be created to ensure

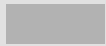


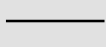
funding only be considered for businesses that complement the community vision and goals of the City.

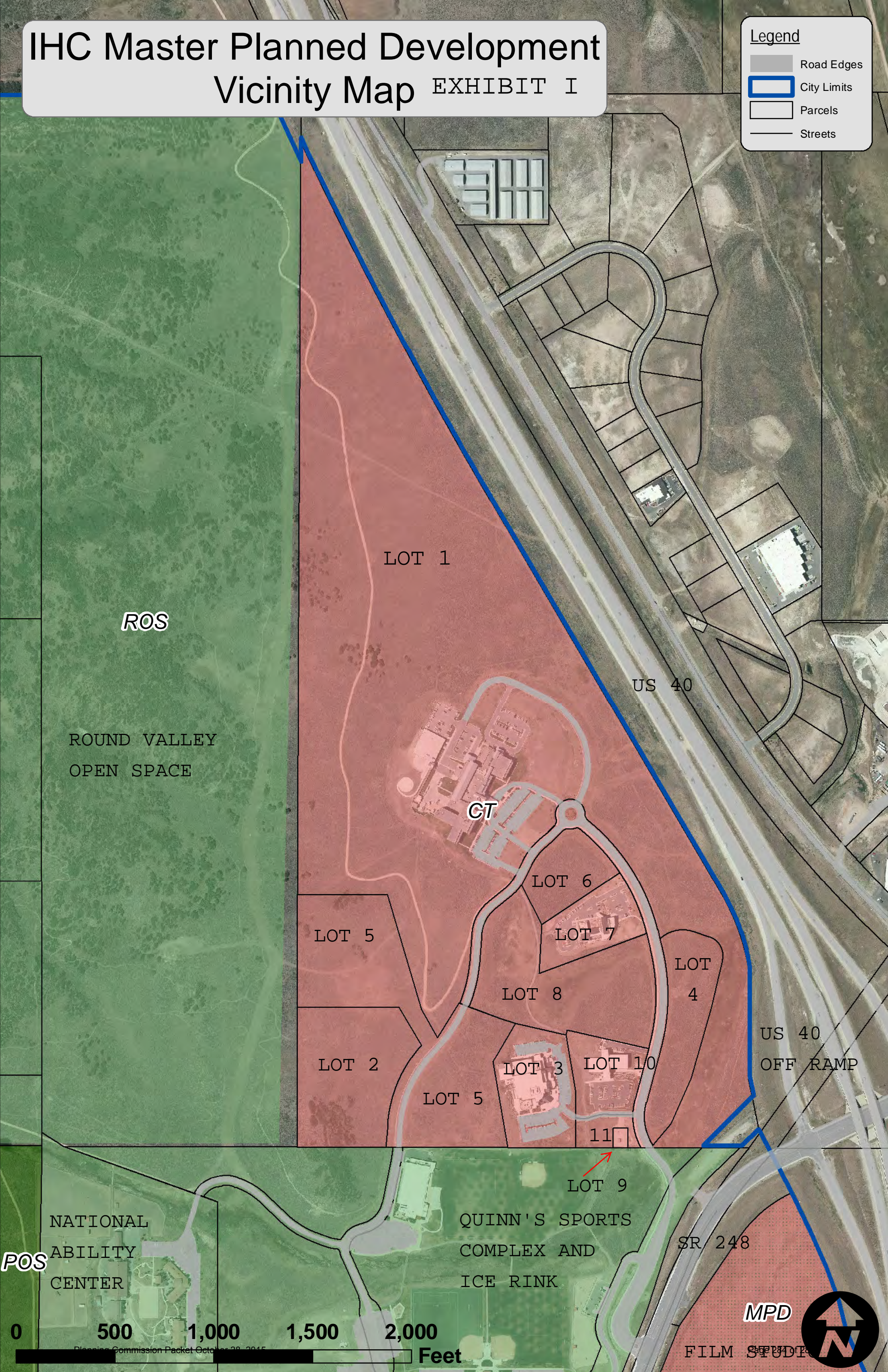
- 12.10** Promote Park City's exceptional quality of life to attract workforce of virtual workforce businesses.
- 12.11** Support educational opportunities for the workforce of targeted employment sectors
- 12.12** Identify and implement opportunities for public-private partnership opportunities to diversify employment opportunities in Park City and increase workforce wages.
- 12.13** Consider a Public Private Partnership (PPP) that could create an opportunity to offer reduced cost daycare for children. Explore opportunities for support services for the City's workforce.
- 12.14** Develop a relationship with the University of Utah's Planning and Design program to foster a Committee Design Workshop.



IHC Master Planned Development Vicinity Map EXHIBIT I

Legend

-  Road Edges
-  City Limits
-  Parcels
-  Streets



ROS

ROUND VALLEY
OPEN SPACE

LOT 1

US 40

CT

LOT 6

LOT 7

LOT 4

LOT 5

LOT 8

US 40

OFF RAMP

LOT 2

LOT 3

LOT 10

LOT 5

11

LOT 9

QUINN'S SPORTS
COMPLEX AND
ICE RINK

SR 248

POS

NATIONAL
ABILITY
CENTER

0 500 1,000 1,500 2,000 Feet

MPD

FILM STUDY



Planning Commission Packet October 28, 2015

EXHIBIT J

- PHASE 1: ORIGINAL BLDG + 1ST ADDITION (EXISTING)
- PHASE 1: PARKING (EXISTING)
- PHASE 2: MEDICAL SUPPORT
- PHASE 2A: PARKING, FIRST PHASE
- PHASE 2B: PARKING, SECOND PHASE
- PHASE 2: POTENTIAL HOSPITAL ADDITION(S)
- PHASE 2: POTENTIAL SURFACE PARKING
- PHASE 2: POTENTIAL STRUCTURED PARKING
- PHASE 3: POTENTIAL HOSPITAL/FULL BUILD OUT W/ ASSOCIATED STRUCTURED PARKING
- PHASE 3: POTENTIAL FUTURE SURFACE PARKING
- PHASE #: POTENTIAL STRUCTURED PARKING
- PARKING SCREENED BY BUILDINGS MAXIMUM SCREENING
- PARKING SCREENED & TIERED BY GRADE

REV	DATE	DESCRIPTION
1	2014-06-16	DP #1-ADD 1
2	2014-08-28	REVISION #2

VCBO NUMBER:	13630
CLIENT NUMBER:	80000
DATE:	09-01-2014

INTERMOUNTAIN PARK CITY MEDICAL CENTER EXPANSION
 INTERMOUNTAIN HEALTHCARE
 900 ROUND VALLEY DR, PARK CITY, UT 84060
 BID PACKAGE #1

* NOTE: SCREENED SURFACE LOTS WITHIN THE RING ROAD COULD BE USED AS FUTURE BUILDING SITES SHOULD GROWTH AND NEED DEMAND.
 Planning Commission Packet October 28, 2015

