

**PARK CITY MUNICIPAL CORPORATION
 PLANNING COMMISSION
 CITY COUNCIL CHAMBERS
 September 28, 2016**



AGENDA

MEETING CALLED TO ORDER AT 5:30PM

ROLL CALL

ADOPTION OF MINUTES OF September 14, 2016

PUBLIC COMMUNICATIONS – *Items not scheduled on the regular agenda*

STAFF BOARD COMMUNICATIONS AND DISCLOSURES

CONTINUATIONS

Land Management Code (LMC) amendments- Various administrative and substantive amendments to the Park City Development Code, specifically amending Land Management Code Chapter One – General Provisions- regarding Appeals and Reconsideration Process; creating standards for continuations of matters before Boards and Council; Chapter 2 – Historic Zones - Clarifying that where there are footprint restrictions, the footprint formula does not include prescriptive rights of way or roads; and when existing subdivisions are amended additional density is dis-favored; Chapter 6 MPDs and Chapter 7 Subdivisions - when existing MPDs or subdivisions are re-opened or amended additional density is dis-favored - Chapter 11 Historic Preservation - timing of hearing Determination of Significance applications;
Public hearing and continuation to October 26, 2016

PL-16-03318 49
*Planning
 Director
 Erickson*

REGULAR AGENDA – *Discussion, public hearing, and possible action as outlined below*

Park City Mountain Resort Development Agreement Mountain Upgrade Plan and MPD Amendment
Planning Commission Determination of Compliance with Condition 4 of Master Planned Development approval March 25, 2015

PL-14-02600 51
*Planner
 Grahn &
 Astorga*

Land Management Code (LMC) amendments- Amendments to the Park City Development Code, specifically amending Land Management Code - Chapter 11 Historic Preservation - regarding Relocation and/or Reorientation of a Historic Building or Historic Structure.
Public hearing and possible recommendation to City Council on October 20, 2016

*Planner 109
 Grahn &
 Turpen*

7700 Stein Way – A Conditional Use Permit for an addition to the Stein Eriksen Lodge for ski lockers and guest recreational amenities, as well as improvements to the exterior pool and deck area and remodel of existing interior ski locker rooms and skier services.
Public hearing and possible action

PL-16-03176 127
*Planner
 Whetstone*

7700 Stein Way - Amendment to the Stein Eriksen Lodge Common Area Supplemental plat to identify additional ski lockers and guest recreational amenities as common area.
Public hearing and possible recommendation to City Council on October 27, 2016

PL-16-03175 179
*Planner
 Whetstone*

7520-7570 Royal Street East- Deer Valley MPD 12th Amendment to combine Lots F, G, and H of the Silver Lake Community, into one development parcel and to transfer 843 square feet of residential density from Silver Lake Village Lot D to proposed Lot I. No changes to the approved density assigned to these parcels are proposed.

PL-16-03155 195
*Planner
 Whetstone*

Public hearing, discussion and continuation to October 26, 2016

7520-7570 Royals Street East- Amendment to the Re-Subdivision of Lots No. 1 and No. 2
Silver Lake Village No. 1 Subdivision combining Lots F, G, and H into one lot. PL-15-02966 233
Planner
Whetstone
Public hearing, discussion and continuation to October 26, 2016

7520-7570 Royal Street East- Conditional Use Permit for 34 residential units on Lot 1 of the
Amendment to the Re-Subdivision of Lots No. 1 and No. 2 Silver Lake Village No. 1 PL-15-02967 257
Subdivision. *Planner*
Whetstone
Public hearing, discussion and continuation to October 26, 2016

1376 Mellow Mountain Road – Appeal of a building permit (BD-16-22329) denial based
upon the Planning Directors determination of the proposed addition’s square footage that PL-16-03250 355
would exceed the maximum house size identified on the recorded plat of First Amendment *Planner*
to Hearthstone Subdivision. *Hawley*
Quasi-Judicial hearing

WORK SESSION – Discussion items only, no action taken

Land Management Code (LMC) discussion of potential amendments to Chapter 5 – *Community*
Architectural Review, Section 15-5-5 (I) Lighting regarding lighting levels and glare, *Development Director*
measurement, and light trespass and (M) Landscaping standards, review of *Laurent*
existing code language and discussion of process for establishing more definitive
landscaping standards. (Report will be posted on September 27, 2016)
Discussion item only, no action taken. Public input may be taken.

ADJOURN

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

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Park City Planning Department at (435) 615-5060 24 hours prior to the meeting.

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
SEPTEMBER 14, 2016

COMMISSIONERS IN ATTENDANCE:

Chair Adam Strachan, Melissa Band, Steve Joyce, John Phillips, Laura Suesser, Doug Thimm

EX OFFICIO:

Bruce Erickson, Planning Director, Francisco Astorga, Planner; Makena Hawley, Planning Tech; Polly Samuels McLean, Assistant City Attorney, Jodi Burnett, Outside Counsel

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REGULAR MEETING

ROLL CALL

Chair Strachan called the meeting to order at 5:35 p.m. and noted that all Commissioners were present except Commissioner Campbell who was excused.

The Planning Commission held a site visit to the Treasure Hill property prior to the meeting. Chair Strachan provided a brief summary. The Commissioners visited the site and members of the public attended. The applicant provided a handout, which was distributed prior to the walk-about, and discussed several points in the handout. Chair Strachan explained that questions were not taken or addressed during the site visit because the site visit is not recorded and any comments would not be on the record. That is true of any site visit. If the public had questions or comments from the site visit, he encouraged them to give public comment during the public hearing portion of the agenda this evening.

ADOPTION OF MINUTES

August 10, 2016

Commissioner Joyce referred to page 7, middle of the bottom paragraph, “Mr. Ferrin believed that Park City know that Treasure Hill...”. He corrected know to correctly read **knew** that Treasure Hill. Commissioner Joyce referred to page 11, second paragraph, second sentence, “He reminded the Planning Commission that outside to the City addressed this issue in a separate letter”. He corrected the minutes to correctly read, Outside **Counsel** to the City.

Chair Strachan noted that Ann Macquoid’s name was misspelled in the Minutes. The correct spelling is MacQuoid, with a capital Q. He referred to page 16 and corrected the minutes to reflect that Ms. MacQuoid was elected to the City Council in **1985**, not 1995 as written.

MOTION: Commissioner Phillips moved to APPROVE the minutes of August 10, 2016 as amended. Commissioner Thimm seconded the motion.

VOTE: The motion passed unanimously.

August 24, 2016

Commissioner Thimm referred to page 66, third paragraph from the bottom, second to last sentence and changed a much safe project to correctly read a much **safer** project.

MOTION: Commissioner Joyce moved to APPROVE the minutes of August 24, 2016. Commissioner Suesser seconded the motion.

VOTE: The motion passed unanimously.

PUBLIC INPUT

There were no comments.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

There were no reports or disclosures.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. Treasure Hill Conditional Use Permit, Creole Gulch and Town Lift Mid-station Sites – Sweeney Properties Master Plan (Application PL-08-00370)

Planner Francisco Astorga stated that they were getting close to wrapping up the first criteria regarding the size of the project to be mitigated through a conditional use permit application. He noted that a section of the Staff report identifies that the 2004 Code is applicable to the conditional use permit. The Staff report also addresses the Staff position regarding the Woodruff 3D analysis that was discussed in previous meetings. The Staff report clarifies that the Woodruff drawing is a site plan, horizontal component, merged together with five building section. That was how the 3D rendering was achieved. The applicant introduced that rendering in a previous meeting.

Planner Astorga stated that both the site plan and the building sections were part of the record. They were included in the approval and mentioned on the very first page of the MPD.

Planner Astorga stated that the third item to address represented the claims indicated by the applicant regarding the fire protection plan. The Staff acknowledged that the applicant met with City Officials and the Fire District early in the process, but the Staff did not believe it was the only fire plan that could be approved at that site. Planner Astorga noted that the conditional use permit has specific criteria for emergency egress regarding fire department equipment, and that is reviewed through the conditional use permit application.

Planner Astorga stated that per specific direction given by the Planning Commission, the volumetrics would be the next item to review. He clarified that when he talks about volumetrics he is referring to Criteria 8 and 11 from the conditional use permit. Both of those criteria address mass, bulk, scale, compatibility, design, and site design. Planner Astorga remarked that it is difficult to address those two conditional use permit criteria without talking about the excavation component. The Staff has reviewed the application consistent with the analysis that was done by the City in 2009, which is one reason why they keep referring to the 2009 Staff report that was published by then Senior Planner Katie Cattan. After reviewing what Planner Cattan had written, the Staff concurs with the analysis that was presented to the Planning Commission in 2009. The current Staff report outlines what was said in 2009, and shows that the Staff was being consistent with Criteria 8 and 11. Per direction and input from the Planning Commission, the Staff was ready to fully address those three conditional use permit criteria.

Planner Astorga commented on the issue regarding the 5% support commercial and noted that the Staff had not deviated from the Analysis that was done in 2009. He believed the Planning Commissioner has indicated that they also concur with the Staff analysis; and that is the disagreement they have with the applicant over the 5% support commercial. Planner Astorga noted that the Staff findings were outlined in the Staff report.

Planner Astorga commented on the role of the Planner. He explained that the role of the Planner and the Planning Department is to only provide a recommendation to the Planning Commission. The Planning Commission is the administrative body tasked with the review of the Conditional Use Permit. Planner Astorga clarified that as the Planner he does not make a decision; he only provides a recommendation. He wanted it understood that the same applied for the former Planners who have worked on this application. Planner Astorga reiterated that the Planning Commission was the administrative body in charge of reviewing and approving or denying conditional use permits. The City Planners only provide a recommendation based on their knowledge of the LMC and other applicable Codes, as well as their expertise.

Planner Astorga stated that this was a continuing review and they would be moving on to the next topic on October 12th regarding the items related to volumetrics.

Chair Strachan noted that the applicant had raised the questions about prior Staff reports and whether the 5% rule applies to the total floor area, whether it applies to something different, or whether it is 10% of the entire total floor area. He asked if there was a dispute in the Staff's interpretation. Planner Astorga replied that there was a dispute between the City's interpretation and the applicant's interpretation. Chair Strachan asked if there was a dispute between the interpretation of the Planners who have worked on this project both past and present. Planner Astorga answered no. He explained that the Planning Department agreed with the analysis that Planner Cattan did in 2009.

Chair Strachan stated that one assertion the applicant made is that both Kirsten Whetstone and Pat Putt recognized throughout the review process in 2004, 2005, and 2006 that the project was allowed an additional 10% of the total floor area for support commercial and meeting spaces pursuant to 15-6-8. He understood that Planner Astorga concluded that it is 5% of just the hotel. Planner Astorga recalled that the Planning Commission discussed this in detail in 2009, which is why Jody Burnett was brought in as Outside Counsel. In his memo dated April 22nd, 2009, Mr. Burnett provided an advisory opinion regarding which Code applied to the 5% rule. In his memo, Mr. Burnette further explained that it would be 5% of the hotel. Planner Astorga noted that Mr. Burnett was present this evening if the Commissioners had questions.

Planner Astorga believed that opinion was the difference between 2004, 2005 and 2006, and what took place in 2009 when the Planning Commission had a specific concern regarding the 5%. Chair Strachan understood that Planner Astorga's conclusion was based on Mr. Burnett's interpretation of the Code. Planner Astorga replied that he was correct. Planner Astorga clarified that his conclusion was based the opinion that Mr. Burnett was asked to provide to the Planning Commission.

Mr. Burnett stated that this circled back to the point that the Planning Commission is the arbiter for the interpretation with assistance from the Staff and City Council. There may have been different opinions over time, but the Commissioners have to resolve that issue. Mr. Burnett recommended that they not try to make a piecemeal decision on an issue by issue basis, and recognize that this is going to be a comprehensive decision. The Planning Commission needs to make sure that they understand the applicant's position and the Staff's position and to have all their questions answered. Once they are comfortable that they have the answers they should move on to the next topic. All the topics are inter-related and they need to make sure they can make a comprehensive decision in the context of reviewing all of the CUP criteria.

Chair Strachan asked for the standard of review on what the Planning Commission decides is the correct interpretation. Mr. Burnett replied that it depends on whether it has a factual component, or is purely a legal interpretation. He pointed out that some would be purely

legal interpretations. If there is a factual component, there would be a substantial evidence standard. That would be addressed in court and he was unsure whether the City's appeal standard was on the record. Assistant City Attorney McLean stated that the appeal process is de novo. Mr. Burnett explained that de novo means that the appeal body would get a fresh look. However, a judicial review means substantial evidence on the record for any factual determinations. Mr. Burnett stated that for purely legal issues, it is a correctness standard, which means there is no deference other than a limited non-binding deference to a local jurisdiction's interpretation of the ordinance in recognition of their familiarity with their own codes.

Sean Ferrin, representing the applicant, introduced the team involved with the Treasure Hill project. As in past meeting, the critical team members were present to fully and fairly address all the questions. Mr. Ferrin noted that this was the fourth public hearing for the CUP application in these rounds of public hearings. They appreciated the opportunity to meet the Commissioner and others on site to show them Treasure Hill, and to walk around the mountain to talk about the development of Treasure Hill.

Mr. Ferrin recognized that Treasure Hill is a significant project. However, the development plan MPE has submitted as part of the CUP application and the refinements that have been made to that development plan over the last 12 years have resulted in a development that both mitigates potential negative aspects, and allows the owners of Treasure Hill to use the entitlements that Park City gave to them in 1986.

Mr. Ferrin stated that one of the most important takeaways from the site visit should be the confirmation of the amount of open space; because 119 acres of open space has been preserved on Treasure Hill. As a result of, and in the words of the Planning Commission and the City Council from 1986, "In directing the development of Treasure Hill, clustering and tucking Treasure Hill into Creole Gulch is important". Mr. Ferrin remarked that based on of Staff and the Planning Commission, the applicant went to great expense to mitigate the height of the Treasure Hill project. He pointed out that the mitigation requires excavation. Mr. Ferrin noted that as they discussed at length during the second public hearing, the building zones and the open space restrictions imposed in the 1986 MPD approval established vertical limitations. Those limitations impose restrictions on the Mid-Station development and on Creole Gulch. Mr. Ferrin stated that if those vertical restrictions are in place and the top of the development is pushed down, the only place that square footage and volume can go is down, which means excavation.

Mr. Ferrin noted that the handout that was prepared by the applicant and provided at the site visit would be made available on the City website. People would be able to use that information to go up to the site and walk around to see how the Treasure Hill project will fit into the mountain and be tucked into Creole Gulch. Mr. Ferrin thanks the Staff and the

Planning Commission for the time spent preparing for and evaluating this CUP application. He assumed they had read all of the materials supplied, which included the Executive Summary, and the Position Statement because they are critical to understanding and thoroughly evaluating the CUP application. Mr. Ferrin remarked that the prepared Staff reports alone do not provide the entire history, nor do they completely and accurately provide a presentation of Treasure Hill.

Mr. Ferrin noted that the presentation this evening would address the MPD requirements and conditions, the CUP standards for review, and CUP criteria 1 through 15. He stated that all of the CUP criteria, including traffic, massing and compatibility will be address further at later hearings. Mr. Ferrin remarked that the presentation would also talk about confirming the public hearing record, project timelines showing the progression of the CUP application, the support commercial issue, and a summary of the square footage.

Mr. Ferrin stated that following the suggestion by Commissioner Phillips the applicant proposes that instead of conducting a public hearing this evening, it might be more beneficial to everyone if they could have a work meeting while the site visit was still fresh in their minds. It would allow them to have a dialogue about Treasure Hill on the record, they would be able answer questions rather than just state positions, and they could review a Sketch-up model of Treasure Hill to see how it fits within the mountain. Mr. Ferrin noted that the applicant was willing to conduct a work session with the Planning Commission if the Commissioners thought it would be useful in helping them understand the Treasure Hill project.

Mr. Ferrin wanted to confirm a few things about the public record. He stated that several concepts and issues that have repeatedly come up during the public hearings need correction or clarification. Mr. Ferrin did not believe that the applicant and the Staff disagreed on these matters; and in an effort to get everyone on the same page, last week the applicant sent the Staff a joint statement that they wanted to be able to agree with them on specific issues. The applicant did not get a response from the City. He hoped they would get a response so the applicant could provide a joint statement to the Planning Commission as something concrete to use to evaluate some of these issues.

Mr. Ferrin provided a summary of what the applicant believed the issues were. The first one is what are the applicable Codes. He stated that Park City's 1985 LMC applies to all matters relating to the interpretation of the 1986 MPD approval for Treasure Hill. Park City's 2003 LMC applies to all matters related to the review and approval of the 2004 CUP application. The only apparent point of disagreement between Staff and the applicant is whether 1985 LMC or the 2003 LMC controls the issues relating to support commercial and meeting space. Mr. Ferrin intended to address in detail the apparent point of disagreement when he discusses the square footage calculations later in his presentation. The next

issue was the date of the CUP application. Mr. Ferrin stated that the CUP application was filed in 2004, and it is a vested application as of that date. References to subsequent dates, such as the 2009 Update or the 2009 Refinements, are merely references to the 2004 vested CUP application. Mr. Ferrin emphasized that the applicant has only filed one CUP application for Treasure Hill, which is the 2004 CUP application, and that is the application currently before the Planning Commission. Mr. Ferrin commented on the Woodruff drawings and he believed there was some confusion at the last public hearing. He stated that the Woodruff drawings were attached to and are a part of the MPD approval. Mr. Ferrin stated that the Woodruff drawings do not vest the right to build the development shown on the Woodruff drawings. They are scaled drawings used to help determine volumetrics, and merely reflect one concept of what could be built under the 1986 MPD approval.

Mr. Ferrin commented on the concept of vesting and stated that it applies to both the 1986 MPD approval and to the 2004 CUP application. The MPD approval vests in 1986, and it vest the rights for 197 residential and 19 commercial unit equivalents. The MPD approval established the underlying UEs, but not the total square footage that could be built for those UEs. Mr. Ferrin stated that the 1985 LMC and the 1986 MPD approval specified that the square footage would be address in a subsequent CUP application process. He remarked that the Park City Attorney and the Staff have confirmed this numerous times, that the square footage issues would be addressed under the LMC in effect at the time of the application. For Treasure Hill that would be the 2004 application, and the 2003 LMC governs the CUP application. Mr. Ferrin stated that with respect to vesting for the CUP, the application vested in 2004, and the vested rights include the square footage attributable to the 197 residential UEs, the 19 commercial UEs, and all the additional square footage allowed under the 2003 LMC. Mr. Ferrin reiterated that the applicant's right to square footage was vested in 2004. The amount of the square footage was to be determined through the CUP process.

Mr. Ferrin stated that the Historic District was the last point to clarify. As part of the CUP approval process, the Planning Commission will need to evaluate whether the design of Treasure conforms with Park City's Historic District Guidelines in the context of the CUP approval. Mr. Ferrin welcomed Staff's input on these issues. If there is disagreement, he hoped they could meet and come up with a joint statement that would help the Planning Commission evaluate the issues.

Mr. Ferrin was prepared this evening to address what he believed were the final issues related to the square footage calculations for Treasure Hill. However, the current Staff report addresses the fire protection plan and the volumetrics analysis, which were issues beyond the scope of what the applicant understood would be the topic this evening. He noted that the applicant addressed volumetrics in their presentation at the second public

hearing meeting and in their position statements. They were willing to re-address those issues and provide a response to the Staff report if directed to do so by the Planning Commission. Mr. Ferrin stated that the applicant would provide a separate response to the Staff's comments regarding the fire protection plan.

Mr. Ferrin reiterated his previous comments that understanding the complex history of the approvals of Treasure Hill and how the CUP application process has progressed since 2004 is critical to evaluating and approving the CUP application for Treasure Hill. Based upon comments from the public and the Planning Commission, some of that history needs to be clarified. The Planning Commission could not just rely on the comments in the more recent Staff reports or public comment. Mr. Ferrin stated that understanding the process takes a look at the entire history of the CUP application for Treasure Hill. The entire history, and all of the information that Commissioner Joyce demanded be found and made public during the second public hearing, must be reviewed and evaluated.

Mr. Ferrin walked through a timeline of critical dates and the City's positions regarding Treasure Hill on those dates. The timeline expanded from 1986-2009. Mr. Ferrin stated that the 1986 MPD approval vested Treasure Hill with 197 residential and 19 commercial UEs. The 1986 approval and the 1985 LMC specified that the final development plan would be evaluated pursuant to a separate CUP application process; and it would be under the Code in effect at the time the CUP was filed.

Mr. Ferrin stated that the next critical date was 1999, which he refers to as the '99 Legal Directive. In an August 25th, 1999 letter to the applicant, Mark Harrington, the Interim City Attorney at that time, stated, "Square footage and floor areas for the unit equivalents are calculated as provided in the Land Management Code and the Uniform Building Code adopted by Park City at the time of application". Mr. Ferrin noted that in reliance on that letter, the applicant expended great amounts of time and money designing a project with the understanding that the 2003 LMC, which was in effect at the time of the application, would govern square footage and floor areas allowed under the UEs.

Mr. Ferrin remarked that the next critical date was 2004. The fire protection plan occurred in 2004. Following City Council's directive in 1986 to cluster and tuck Treasure Hill into Creole Gulch, and after months of discussion and analysis, on January 9th, 2004 Park City and the applicant entered into the fire protection plan. The plan incorporated the cliffscape design elements and served as the basis for the ultimate design of Treasure Hill. On January 13th, 2004 the CUP application was filed. At that point 394,000 net square feet of residential space and 19,000 gross square feet of commercial space was vested. Mr. Ferrin stated that also vested was the additional square footage permitted under the 2003 LMC, which he believed was a critical point for the Planning Commission to understand as part of their evaluation and approval of the CUP for Treasure Hill. In response to

comments by Commissioners Strachan and Suesser at the last meeting regarding the LMC and whether the 2003 LMC applies, Mr. Ferrin commented on the calculation of square footage, which was 413,000 square feet + 5% + parking; and noted that whether they use the 2003 LMC, or incorrectly use the 2005 LMC, that formulate is not correct. Under both Land Management Codes, the applicant is also vested with additional square footage for other uses such as circulation, meeting space, resort space, etc. Mr. Ferrin pointed out that the analysis is not that simple. The LMC required a much deeper analysis in making the square footage calculations, particularly as it applies to additional square footage.

Mr. Ferrin stated that the next critical item in the timeline was what he refers to as the 2004 legal directive. On April 9th, 2004 in a memorandum addressed to the Planning Commission, Mark Harrington, by then the City Attorney, again stated, "Square footage and floor areas for unit equivalents are calculated as provided in the Land Management Code and the Uniform Building Code adopted by Park City at the time of application". Mr. Ferrin remarked that in the course of five years, the applicant and the Planning Commission were directed on numerous occasions, including twice by the City Attorney, to use the 2003 LMC in making the square footage and floor area calculations for Treasure Hill. Mr. Ferrin stated that if the Planning Commissioner were only to look at the current Staff reports, they would not understand the critical history or what the applicant has gone through, and why the project looks like it does. He emphasized that the applicant inquired and was directed by Park City that the square footage calculations were supposed to be in accordance with the 2003 LMC.

Mr. Ferrin noted that in 2005 a Staff report issued on March 9, 2005, Planner Kirsten Whetstone wrote that the 2004 CUP application complies with all of the applicable MPD development parameters and conditions, all of the CUP standards for review, and nearly all of the 15 CUP criteria. Mr. Ferrin quoted specific comments made by Planner Whetstone in the March 9th Staff report. "The revised Treasure Hill CUP plans comply with the approved density and all development constraints within the identified development parcels". "The current Treasure Hill CUP Plans comply with the clustered development concepts approved in the Sweeney MPD". "The current plans comply with the MPD open space requirements". "Staff has determined that the revised plans for the Treasure Hill CUP comply with the height and elevation standards approved in the Sweeney MPD". "The current Treasure Hill CUP plans comply with the Park City General Plan regarding location of medium density and resort related development". "The revised Treasure Hill CUP plans are consistent with the previously approved height and volumetrics". "Meeting space and support commercial space, 10% of the total approved floor area per the Land Management Code is allowed in the MPD, in addition to the 19 UEs of commercial space". "Additional square footage is allowed for back of house and other ancillary uses such as storage, mechanical, common space, etc." "The locations of building on the site, grading, slope retention, cliffscape design complies with the site design and site suitability criteria of the

LMC”, although specific conditions of approval will be required to address details of the grading plan, cliffscape design, retaining walls and other elements of the site plan”.

Mr. Ferrin pointed out that in 2005 the Staff determined that the Treasure Hill CUP complied with density, location, clustered development, open space, height, elevation, the General Plan, and volumetric criteria. It noted that in addition to the 197 UEs and the 19 UEs of commercial space, the applicant was entitled up to 5% additional space for meeting space, up to 5% additional space for support commercial space, and additional space for back of house and other ancillary uses. The Staff also indicated that the grading, slope, retention, cliffscape, and all of the designs were compatible with the site design and site suitability standards in the 2003 LMC. Mr. Ferrin stated that this was not a rouge Staff report. It was similar in content to all of the previous Staff reports and to many of the Staff reports written after that. Mr. Ferrin noted that the March 9th Staff report, and its favorable conclusions and support for the project in favor of the applicant, was missing from the ten-page summary of all the Staff reports related to this project that was provided in the current Staff report for this meeting.

Mr. Ferrin stated that the March 9, 2005 Staff report directs the applicant and the Planning Commission to focus on other issues, including addressing mitigation of construction and traffic impacts, maintenance, snow removal, and pedestrian access on Lowell and Empire. It also suggests a more detailed review of architectural concepts.

Mr. Ferrin stated that 2006 was the next critical date in the timeline. On April 12th, 2006, then Park City Planning Director, Patrick Putt, issued a Staff report recommending, “The applicant prepare preliminary architectural drawings for each of the proposed buildings which illustrate size, building form and massing, roof shapes, exterior details, including materials, window to wall ratios, decks, plaza, outdoor space, retaining walls, etc. for Planning Commission review, as part of its action on the conditional use permit”. Mr. Ferrin remarked that notwithstanding Mr. Putt’s recommendation to do architectural details, he concludes, “The plans being reviewed currently for the CUP illustrate that the MPD development parameters have been met”. In summarizing Treasure Hill’s entitlements, Mr. Putt also noted that, “In addition to 197 residential and 19 commercial UEs, Treasure Hill is entitled to additional support commercial equal to 5% of the floor of Treasure Hill, and additional meeting space equal to 5% of the floor area of Treasure Hill”.

Mr. Ferrin stated that based on these Staff reports and based upon the letter from the City Attorney, the Memorandum to the Planning Commission, people telling the applicant that the 2004 CUP application complied with all approval requirements other than unfinished work on the three of the CUP criteria, that the applicant was entitled to additional square footage under the 2003 LMC, including 5% for support commercial, 5% for meeting space, and additional floor area, and the directive from Mr. Putt to prepare architectural drawings

to further illustrate compliance, the applicant spent approximately two years and over \$1 million on architectural drawings and engineering analysis for Treasure Hill. Mr. Ferrin remarked that as the CUP review process progressed after 2006, the preliminary architectural drawings, which provide greater detail and clarity regarding Treasure Hill, resulted in 167,000 additional square feet being added to Treasure Hill. As discussed in detail at the July public hearing, this additional square footage included employee housing, mechanical, storage rooms, circulation space, a central laundry, support commercial and meeting space, and associated accessory space. It also includes skiing related space such as ticket offices and lockers.

Mr. Ferrin noted that at the August public hearing he stated several times that the refinement of the design of Treasure Hill was driven in part by directives from the Staff and the Planning Commission. Noting that the cliffscape design concept was in the fire protection plan in 2004, he felt that Commissioner Joyce publicly challenged his credibility and the credibility of everyone on the Treasure Hill team. Mr. Ferrin explained that it was directives in the 2006 Staff report by Patrick Putt to refine and start getting into the weeds about the Treasure Hill project. There were directives to not only look at what it will look like, but how it will operate, how lobbies, meeting room, service areas, common areas, commercial spaces, resort operational areas all come together into a fully integrated and efficient operating development. Mr. Ferrin believed that the directive in 2005 and the directive from Pat Putt in 2006 supported his assertion that the design of Treasure Hill was driven in part by the directives of Staff and the directives of the Planning Commission.

Mr. Ferrin appreciated the significant time the Commissioners were spending to evaluate the CUP application; and he appreciated their candor in making comments on the application. He assured Commissioner Joyce and all the members of the Planning Commission that no one on the Treasure Hill team has attempted to hide anything or unfairly characterize any aspect of the Treasure Hill CUP application. He believed the applicant had bent over backwards to accurately and honestly provide all the facts to this Planning Commission.

Mr. Ferrin stated that the last critical date in the timeline was 2009, which was a turning point in the evolution of Treasure Hill. After all of the updates and the refinements made to Treasure Hill between 2004 and 2008 with input from Staff and the Planning Commission; and after an investment by MPE of over \$2 million, including \$1 million in architectural detail alone, the April 22nd, 2009 prepared by Katie Cattan, the fourth of five planners assigned to this project, reversed the City's prior positions on all of the previous points. Mr. Ferrin remarked that for the first time the Staff questioned the method for calculating support commercial and meeting space; and it does so using an incorrect analysis. Mr. Ferrin pointed out that for all intents and purposes, the April 22nd, 2009 Staff report reflects the end of the refinement of the design of Treasure Hill. Although

communications continued after that point regarding parking, traffic, and construction of Lowell and Empire, the applicant continued to pursue approval of Treasure Hill based upon the 2004 CUP application as refined between 2004 and 2009, as well as specific direction given to the applicant by the City Attorney, the Staff, in previous Staff reports. That was the application before the Planning Commission today.

Mr. Ferrin wanted to know what happened in 2009 and why the City changed its position from its previous support for the project. It still remains a mystery to MPE and the development team. Mr. Ferrin stated that after spending five years and \$2 million, and after progressing down long paths towards approval and having significant support from the Staff and the Planning Commission, Park City made an abrupt change in its view of Treasure Hill and the City is unwilling to say why. Neither then Planner Katie Cattan's 2009 report or any Staff report since then explains in detail why the conclusions and recommendations in all the other Staff reports that the applicant relied on were incorrect. Mr. Ferrin believes the applicant deserves an explanation.

Mr. Ferrin reiterated his consistent comment that the Planning Commission must look at the entire history of the approval and the process for the CUP application for Treasure Hill; because that history gives the context in which to make their decision to approve the CUP.

Mr. Ferrin commented on support commercial. In looking through the hundreds of pages of positions and arguments made by the Staff and the applicant between 2009 and today, he thought the most contentious issues is the concept of what governs the calculation of support commercial and meeting space. It was raised again this evening, showing that confusion still remains on this issue. The question is whether the 2009 LMC or the 2003 LMC applied. Mr. Ferrin noted that this issue not only drives the square foot and floor area calculations, but it is also the basis of a perplexing assertion by Staff and the Planning Commission that in pursuing the CUP application the applicant is amending, and thereby re-opening, the 1986 MPD approval. The issue was fully addressed in their position statement that was included in the Staff report. Mr. Ferrin stated that the language that Planner Astorga refers to in Jody Burnett's memorandum is the language that the Staff was using to support its position that the 1985 LMC should apply. Mr. Ferrin pointed out that the 1985 LMC governed the 1986 MPD approval. He read from the section entitled, Vesting of Zoning Rights, which provides in relevant part that, "The project owner may take advantage of changes in zoning that would permit greater density for more intense use of the land provided; however, that these changes may be deemed a modification of the plan and subject to payment of additional planning review fees". Mr. Ferrin stated that the language everyone looked at until recently was "permit greater density or more intense use of land." The Staff is now taking that language and saying that the 2003 LMC, by giving additional 5% density for support commercial, and the additional 5% for meeting space is in fact permitting greater density or more intense use of the land. The premise is that

more space creates more intense use because it generates more traffic. This the hook the City has been using to say that the 1985 LMC applies. Mr. Ferrin read from the beginning of that same section. "The project owner may take advantage of changes in zoning." Mr. Ferrin pointed out that there have been no changes in zoning for Treasure Hill since 1986. He believed the simple, plain reading of the ordinance means that it has no application.

Mr. Ferrin stated that the applicant has pointed out this position in phone calls with Staff and Counsel, and suggested that the analysis was not correct. There were not given a specific response on this issue. Mr. Ferrin thought it was confusing for the Planning Commission to get different information coming from the Staff on one side of an issue, and from the applicant on the other side of an issue. He reiterated his wish to work with the Staff to come up with a joint statement that succinctly puts these issues in place, and to outline any discrepancies very clearly to help the Planning Commission make the appropriate decision.

Mr. Ferrin stated that the applicant's position is that the 1985 LMC does not apply to this issue. The square footage and floor area of the UEs are calculated as provided in the LMC and the Building Code adopted by Park City at the time of the application, which is the 2003 LMC. In response to the current Staff report, Mr. Ferrin stated that the applicant had acknowledged that the current design of Treasure Hill includes a limited number of UEs located in Creole Gulch side that the 1986 MPD approval designated beyond the Mid-Station site. Mr. Ferrin stated that this was done in cooperation with Staff to reduce and mitigate height on the Mid-Station site. If requested, the applicant will relocate those back to the Mid-Station site.

Mr. Ferrin emphasized that the applicant has no intent to reopen the 1986 MPD approval. The fact that the Staff and the applicant may disagree and have different interpretations about which Code should apply, and the fact that the applicant has made a recent and good faith assertion as to why the 2003 LMC applies, does not constitute an amendment to the 1986 MPD approval. Mr. Ferrin stated that in looking through the Minutes and all the Staff reports, he was unable to find facts or legal support for Commissioner Strachan's assertion that they were "this close" to re-opening the MPD. Mr. Ferrin did not believe the City wanted to re-open the MPD, because if the 1986 approval is undone, it would result in going back to the pre-MPD approved development. It would require the City to give back to the applicant the open space, the easements, the rights-of-way, the public trails, and the associated improvements on Treasure Hill. It would result in a reversion to the underlying zoning at the time and the underlying density allowable in 1985 in excess of 450 unit equivalents. It would also result in the applicant be entitled to construct single family homes and related surface streets on all the acres of Treasure Hill. Mr. Ferrin noted that this would cause Treasure Hill and the coveted open space to look much like the east side

of Deer Creek. Mr. Ferrin stated that if needed, the applicant was willing to discuss in further detail the fact that they were not intending to re-open the 1986 MPD approval.

Mr. Ferrin noted that the square footage calculations for Treasure Hill are based upon the UEs established in the 1986 MPD approval and the square footage and floor areas established by the 2003 LMC. Mr. Ferrin stated that this was the approach endorsed by the 1986 MPD approval, by the 1985 LMC, by the Park City Attorney, by Staff up until 2009, and by Utah Law. In accordance with the LMC, Sections 5-6-8A&E, the applicant and Staff agreed that each residential unit equivalent was equal to 2,000 net square feet, and each commercial unit equivalent was equal to 1,000 gross square feet of floor area. As addressed in detail in the previous position statements and presentations made by the applicant to the Planning Commission, and based on the criteria and at the direction of Staff, Mr. Ferrin explained how the applicant had calculated the square footage. He noted that 393,000 square feet is directly attributable to residential UEs of 394,000 of the vested UEs under the 1986 MPD approval. There are 17,470 commercial UEs of the 19,000 vested UEs under the 1986 MPD approval. They were not using all of the vested commercial UEs. Mr. Ferrin stated that 27,726 square feet of support commercial space represents 4% of the possible 5% allowed under the LMC. There was 16,127 square feet of additional meeting space, which represents 2.4% of the possible 5% of additional meeting space. Mr. Ferrin remarked that both of these calculations, as permitted under the 2003 LMC, are based upon total above grade square footage. The 2003 LMC does not provide any specific restriction for the 136,000 square feet for accessory uses proposed; nor does it provide specific restrictions for the 173,320 square feet of circulation. The parking is 245,063 square feet. The total square footage for the project was 1,008,808 square feet.

Mr. Ferrin stated that for the purpose of calculating additional support commercial and meeting space under the LMC, the applicant has consistently advised Staff that Treasure Hill, like almost all resort development, will be designed to operate as a hotel or as nightly rental condominiums for the entire project. They may be under various ownership strategies, but they will all be operated as hotel or as nightly rental condominiums as required by the ordinance for the purposes of calculating additional square footage for support commercial and meeting space. As provided in the LMC, the calculation of support commercial and meeting space is based upon total above grade square footage of 673,922 square feet. The total vested square footage of 1,008,808 square feet reflects the removal of the mine exhibition and its corresponding 8,000 square feet of commercial and support commercial space. Mr. Ferrin stated that this square footage requested by the applicant in the 2004 MPD application as revised in 2009, is authorized by the 1986 MPD approval and by the 2003 LMC. He noted that for the reasons outlined in all previous presentations and position statements, this square footage is reasonable in the context of

what is required to make Treasure Hill a functionally integrated and operating project. It is reasonable in the context of what Park City has approved for other projects.

Mr. Ferrin stated that he has worked on Land Use and Entitlement projects for the last 30 years across all of the western United States. He has also worked on Land Use and Entitlement projects in Summit County for the last 20 years. From that experience, he believes that the Treasure Hill CUP application is unprecedented in many respects. He has never seen an applicant who has invested more time and more money, and who has provided a completely open book approach to all aspects of the application. Mr. Ferrin noted that every aspect of Treasure Hill and every aspect of the CUP application is placed on a public website for everyone to review and comment on. It is also unprecedented that he has never seen an owner give such an enormous benefit to a community including 119 acres of open space and a density reduction of 200 UEs in exchange for a specific development right that was supported by the Staff and Planning Commission for five years, only to see the City and the Staff forget its end of the bargain.

Mr. Ferrin stated that the City, the Staff and the Planning Commission may not like the Treasure Hill project, but the Planning Commission must evaluate the project and approve the CUP in light of the vested rights and the historical approvals. They did not create the history that applies to Treasure Hill, but they have to abide by that history. Mr. Ferrin clarified that he was not implying that the Planning Commission should approve anything the applicant submits. However, the applicant should have the CUP application approved by the Planning Commission per the legal standard in Utah, which is reasonable conditions to mitigate reasonably anticipated detrimental effects of the proposed uses. It was what the applicant had from the time the application was filed until 2009. Mr. Ferrin stated that the applicant deserves an approval of its CUP application.

Planner Astorga referred to the items on page 88 of the Staff report regarding Finding of Fact #4, Development Parameters and Conditions No. 3 and the narrative, which were specific findings of the approved Master Plan. He read Finding of Fact #4, "The commercial uses proposed will be oriented and provide convenient service to those residing within the project". Planner Astorga stated that this was the recurring theme in the Master Plan. Planner Astorga agreed that the Conditional Use Permit must be in compliance with the 2003 LMC, but it also has to be in compliance with the original Master Plan.

Planner Astorga stated that the Master Plan divided the Hillside properties into two sites; Mid-Station and Creole Gulch, and it assigned a total of four numbers; the residential component for both and the support commercial for both. The Staff did not believe the applicant was able to trade a unit and place it on the other side. It could possibly be amended, but not transferred from one side to the other.

Planner Astorga noted that Mr. Ferrin indicated in his presentation that a site plan was presented that replicates the concept. Planner Astorga clarified that it is not just any site plan; it is the site plan. Several scenarios were presented to the Planning Commission in 1985. Of the several scenarios, the site plan with the cross section was the plan that was approved. That specific site plan and building sections were included in the approval.

Planner Astorga commented on the volumetric analysis and history. She stated that in his original June 8th Staff report, he included a summary of all the meetings from 2004, 2005, 2006 and 2009 and 2010. In the current Staff report he only included the ones regarding volumetric analysis, which relates to Criteria 8 and 11 regarding mass, scale and compatibility. For example, if a meeting only talked about transportation, that was not included in the current summary because it was not specific to the volumetrics portion of the CUP criteria. Planner Astorga referred to Mr. Ferrin's comment about a missing Staff report, and explained that it was not included because it was not applicable to the volumetric and Criteria 8 and 11. He clarified that it was included in the full summary list that was provided in the June 8th, 2016 Staff report.

Planning Director Erickson reported that Madeline Kahn was in the audience earlier this evening; however due to a physical disability she was unable to make her presentation this evening and she is unable to type an email. Ms. Kahn offered to record her comments to be replayed at the next public hearing, or an alternative that the Planning Commission would be comfortable with to make sure the record is correct. Chair Strachan preferred whatever means was easiest for Ms. Kahn to make her comments. If she wanted to record them they should find a way to get it into the record. They need to make sure that her disability would not prevent her from giving public comment. Director Erickson stated that the Staff would work it out with the applicant to make sure that Ms. Kahn gets her comments on the record.

Planner Astorga stated that he had written two paragraphs in the Staff report regarding the fire protection plan because it was part of the presentation at the last meeting. It will be discussed further when they discuss that specific CUP criteria.

Planner Astorga noted that Mr. Ferrin had suggested that the Planning Commission dispense with public comment this evening and use that time for a work session dialogue. He pointed out that this item was noticed for a public hearing and he believed the Planning Commission needed to take public input. Planner Astorga was not opposed to a future work session and offered to schedule a date if directed to do so by the Planning Commission.

Chair Strachan agreed that there should be a public hearing this evening. He asked the Commissioners whether they should consider taking public input at a future work session when they go through the Sketch-Up. Chair Strachan recognized that public input is not always taken during a work session, but he personally thought public comment was important for this type of project, and it would give the public the opportunity see the Sketch-Up and to ask questions of the applicant and Staff. The Commissioners concurred.

Mr. Ferrin clarified that the intent of suggesting a work session was to allow a dialogue with the Planning Commission and to answer questions. He was not opposed to public comment during a work session.

The Commissioners agreed that it was better to have the work session sooner rather than later. Chair Strachan asked the Staff to work with the applicant to schedule a work session.

Since it was the applicant who suggested a work session, Commissioner Band asked Mr. Ferrin if the applicant was willing to modify the plan; or if they wanted a work session to explain the plan they have. Mr. Ferrin replied that it was the latter.

Mark Harrington, City Attorney and the former Interim City Attorney responded to a couple of comments Mr. Ferrin made during his presentation. The Staff would provide a more comprehensive response to some of the issues that were raised, but some things needed to be addressed right away. Mr. Harrington stated that the City did respond and affirmatively reject the proposal for the joint statement earlier this week. He and Mr. Ferrin were unable to schedule a meeting to further discuss it. They did propose a time back and forth but did not get that. Mr. Harrington wanted it clear that the applicant did get a response.

Chair Strachan asked if that was an outright rejection not to do a joint statement, or if it was a matter of needing more time to consider it.

Mr. Harrington replied that it was a verbal response on Staff's current position. There is a problem with iterations of how these agreements take on a life of their own, and the Staff has no authority to make agreements. Therefore, the Staff will not be making any more agreements if he has any say.

Mr. Harrington commented on legal directives. He stated that he certainly had given no legal directives in this, and he believed both letters from August of 1999 speak for themselves. They are part of the prior public hearing record and they will make both letters, in their entirety, available to the Planning Commission again. Mr. Harrington read one excerpt just to make sure that that legal directive is in perspective. The first was from the first letter in which the partial quote was a follow up to. "The City is clearly under no

legal obligation to execute a disclosure to potential buyers or execute a letter summarizing the development options of the Sweeney's. As stated above, the existing approvals and the City Codes speak for themselves, and the City Planning Department will make its files available to any owner, interested buyer, or other citizen in accordance with established government records accessing management procedures. The City Staff is always available to informally meet with owners, their representatives, or citizens regarding potential development options regarding property within the City. However, such meetings are non-binding; in as much as the City reserves the right for formal comment and analysis only upon submission of a complete development application, in which there was none at this time. There is no current application for the Creole and Mid-Station sites for the Sweeney Master Plan. If you need formal responses to your questions posed in your letter, I suggest you direct the Sweeney's to file an application for a conditional use approval pursuant to development parameters conditions of the Sweeney Master Plan. As stated in Number One of the development parameters and conditions of the Sweeney Master Plan, at the time of conditional use or subdivision review, the Staff and Planning Commission shall review projects for compliance with the adopted Codes and Ordinance in effect at the time, in addition to ensuring conformance with the approved master plan".

Mr. Harrington stated that the sentence that Mr. Ferrin referred to was a follow up to that. He believed it was consistent with Staff's current analysis regarding unit equivalents and the measurement thereof; not the disputed aspects of accessory uses and support commercial uses and other uses that are in effect. The Staff disagrees with the characterization that they are vested in those additional or amounts of those additional areas. There are many nuances to this. There are many gray areas. Mr. Harrington agreed that this was a unique situation on both counts. Not only have the applicants showed tremendous diligence and patience with this process, but so has the City. The City Staff has gone at great personal risk to go out of their way to explain why the applicant has the rights that they have so many years after the 1985 approval. This is unique. The City has stood for that right to pursue their approvals in conformance with the Master Plan and our Codes, and we will continue to do so. They will ensure fair due process and he believed the applicant has had that to date.

Mr. Harrington commented on the language that was used just today. When referenced in the past it was a directive. When referenced moving forward it is a dialogue. Which one is it. He stated that the choices to amend their application with preliminary comments from Staff, the Planning Commission or the public are just that. They are choices by the applicant. They are not directives from anyone else until the Planning Commission votes. The only directive they can do is vote. Mr. Harrington noted that the Sweeney family has shown great patience and worked very well with Staff over the years. That is not disputed. He hoped that as the lawyers have to banter moving forward to a decision that they do not lose sight of that on either side, and they do not take cheap shots at either side. The City

and the family have worked in good faith to one another and he thought they would continue to do so if the lawyers do not get in the way.

Mr. Harrington referred to the last sentence he read from the 1999 letter, which references back to the master planned development. He stated that the hardest job the Staff has had and one the Planning Commission will have in making a final determination is parsing some of these areas where the application has a bit of a conflict or a gray area between the 1986 approval and the 2003 Land Management Code. He believed there were areas where they all want to pick and choose different ones to apply to have the best possible outcome. The applicant does this and the Staff has as well in the past. He believed that created some of the give and take back and forth. He did not think there was any mystery about some ulterior motive or any turning point. Any reasonable person who reads the minutes of those past Planning Commission meetings could not possibly come to the conclusion that everything was rosy and picture-perfect, and then changed at the drop of a dime. That's absurd. Mr. Harrington stated that they were struggling with the conflict between what was approved and what was left to a subsequent process 20 plus years later. In good faith, as they work through those issues, he hoped they would not lose sight of that.

Chair Strachan opened the public hearing.

John Stafsholt stated that he was representing THINC this evening. He introduced their legal counsel, Charles Stormont, who THINC has on retainer. Mr. Stafsholt stated that Mr. Stormont would speak first and he would follow with a slide presentation.

Charles Stormont, representing THINC stated that THINC includes hundreds of Park City residents, business owners and homeowners who are very concerned about the Treasure Hill Development proposal and the profound problem it will create for Park City as a community. Mr. Stormont commented on Exhibit X on page 125 of the Staff report, which was a memorandum prepared by the applicant that addressed issues raised by the Staff report. He appreciated Mr. Ferrin's presentation, and he also intended to talk about history. Mr. Stormont believed they would hear from THINC that the presentation and the letter presented by the applicant did not do full justice to the history. There are pieces of that history that need to be considered. If they have to abide by history, then they should abide by all of the history. Mr. Stormont suggested that it was not the proper legal standard as Jody Burnett spoke to earlier in his discussion with Planner Astorga.

Mr. Stormont stated that in the past the applicant has quoted extensively from the 1985 MPD Findings with respect to compliance with the General Plan, and they used a number of quotes. THINC has pointed out that what was approved and what is currently proposed differ significantly by hundreds of thousands of square feet. The

prior findings have no basis or applicability to the current proposal. Mr. Stormont noted that they are now seeing a slightly different version of that argument. Arguments are being presented with respect to findings made by Staff in 2004 and 2005 being applied to the current proposal. As indicated in the Staff report from the last meeting, the proposal currently before the Planning Commission has changed significantly since 2005. There may be a fair argument over the characterization of those changes and whether they are a refinement of what was originally proposed, or they constitute a material change. Mr. Stormont did not believe they needed to get into those characterizations at this point, but there is more information, and that additional information includes more than 167,000 square feet that were not part of the information submitted to Staff in 2004 and 2005. That is an increase in almost 20% of the total square footage that is part of the proposal. Mr. Stormont thought that significant change was critical in understanding why THINC suggests that the prior findings are meaningless. Aside from that issue, there is a different proposal being considered now and they need to look at that proposal.

Mr. Stormont commented on the argument that was made with respect to findings about the General Plan in 2004 and 2005. Another argument related to support commercial and meeting space issues. He read from the Staff report, "The applicant suggests that these reports demonstrate what the City has consistently represented to the applicant, that the 2003 LMC resolves the support commercial question from 2004 to (blank)." Mr. Stormont appreciated that a draft was submitted, but there is no way to know through what time period.

Mr. Stormont suggested that there was another piece of significant information, which is the April 22nd, 2009 letter from Mr. Burnett. In that letter, Mr. Burnett states, "The provisions of the LMC in effect as of the date of that original approval in 1986 should also be applied to the calculation of any additional meeting space and support commercial areas without requiring the use of unit equivalence of density. That is up to 5% of the total floor area within a hotel may be dedicated to meeting rooms and support commercial areas without requiring the use of a unit equivalent of commercial space". Mr. Stormont noted that attacks were made on the experience of some of the prior Staff. He did not think it was appropriate and he did not think anyone would question the experience or expertise of Mr. Burnett. His conclusions are important and he encouraged the Planning Commission to consider them with the seriousness that everyone does. Mr. Stormont noted that the applicant did not address Mr. Burnett's legal conclusion. Instead they suggest that the Planning Commission should abide by history. However, THINC would argue that only part of the history has been presented by the applicant. The applicant suggests that millions of dollars have been spent. Mr. Stormont stated that in their July 22nd letter to the Planning Commission, THINC explains why some of those expenditures are irrelevant. The MPD may create a vested

right, but THINC disagreed with that conclusion. If that is the position of the Planning Commission and the City, that is as far as it goes with respect to vested right. Additional work is irrelevant. He cited a case in which it was ruled that a development approval does not create independent free floating vested property rights. The rights obtained by the submission and later approval of the development plan are necessarily conditioned upon compliance with the approved plan. Mr. Stormont stated that similar language appears within the 1985 approved plan. They must ensure not only compliance with the 2003 Land Management Code and the conditional use requirements set forth, but also compliance with the limitations set forth in the 1985 and 1986 MPD approval.

Mr. Stormont remarked that the question of history was interesting. Mr. Harrington spoke to the hard work and good faith of everyone involved. He did not think it should be discounted. However, as they heard earlier from Planner Astorga and Mr. Burnett, the issue on the legal question such as support commercial and meeting space, and how much is vested and counts toward unit equivalents, is a question of correctness. They must get it right under the law. History and abiding by history does not dictate what the law is or what the law demands. Mr. Stormont referred to a quote by a Justice who got a prior opinion wrong and later admitted he got it wrong. He quoted the Justice, "Wisdom too often never comes and so one not ought to reject it merely because it comes late." Mr. Stormont stated THINC agrees with Mr. Burnett with respect to the support commercial and meeting space analysis that he has put forth, and they believe it is correct. They ought not to reject this correct legal conclusion simply because it came in 2009. Mr. Stormont thought they should move forward and rely on that conclusion because it is in fact correct.

Mr. Stormont noted that the applicant suggests that the General Plan is not a sufficient basis to deny the CUP application because the purpose and intent language is not substantive law and it is irrelevant. He believed it was very relevant and the 2003 LMC is very explicit about why the General Plan needs to be considered. As part of the CUP process, it expressly states that, "The City shall not issue a conditional use permit unless the Planning Commission concludes that the use is consistent with the Park City General Plan as amended". It is one of the legal criteria that must be considered by the Planning Commission. THINC believes the Staff analysis and conclusions with respect to non-compliance with the General Plan are spot on, and he encouraged the Planning Commission to review those carefully and to draw their own conclusions.

Regarding the issue of re-opening the MPD approval was discussed on page 133 of the current Staff report. Mr. Ferrin suggested that Planner Astorga was relying on Mr. Burnett's discussion of Section 1.22 of the 1985 LMC, which is the provision that deals with changes in zoning while an application is pending. Mr. Stormont did not believe

that Mr. Burnett's letter discusses that particular provision. He was unsure where the applicant was driving that argument. He did not see it in the public record or in Mr. Burnett's letter. Mr. Stormont thought there was a certain irony in that the applicant was now trying to dismiss Section 1.22. He encouraged them to look at page 115 of the July 13th Staff report, where the applicant's letter stated that it should be permitted to take advantage of changes in zoning that would permit greater density or more intense use of land. Mr. Stormont noted that it was part of the justification that was offered a few months ago for expanding density and requesting more information. The applicant is now rejecting that same provision of the LMC when it comes to re-opening the MPD. Mr. Stormont read from the applicant's letter in the current Staff report, "The 2003 LMC applies to all matters related to the review and approval of the 2004 CUP application". THINC agrees with that statement. He read from Section 15-6-4(i) of the 2003 LMC, "Changes in a Master Planned Development, which constitute a change in concept, density, unit type or configuration, or any portion or phase of the MPD will justify review of the entire Master Plan and Development Agreement by the Planning Commission, unless otherwise specified in the Development Agreement. If the modifications are determined to be substantive, the project will be required to go through the pre-application public hearing and determination of compliance as outlined in Section 15-6-4(b)". Mr. Stormont pointed out that the 2003 LMC not only permits, but it demands that the 1986 MPD approval be revisited if the applicant persists in the current application and seeking what it seeks now. He stated that the substantive and significant changes from the 1985-1986 MPD are tremendous, and the Staff highlighted them extensively on page 86 of the current Staff report.

Mr. Stormont thought the site visit was helpful. Mr. Stafsholt was prepared with a presentation on the Craig Elliott model. During the site visit they learned that the model was stored away. He believed the pictures Mr. Stafsholt would present are very telling and they show side by side what was shown in the Woodruff drawings, what was approved, and what is currently proposed. Mr. Stormont stated that if the current proposal mass and scale is what the applicant seeks, the only proper course is through the modification process set out in the 2003 Land Management Code. He pointed out that the same process still exists in the current LMC. If the applicant does not want to re-open the MPD, the Planning Commission decision is straight-forward. They should deny the CUP application because it does not conform to the density limitations set forth in the approved MPD from 1986. It is far in excess as the Staff has outlined a number of times. Mr. Stormont asked the Planning Commission to review their discussion in the July 22nd letter that THINC submitted if there are additional questions with respect to the applicability of the 2003 LMC regarding additional claims to vested rights.

In terms of the proposed work session, Mr. Stormont requested that they pay close attention to the open meeting requirements set forth in the Utah Code so the public is made aware and has the opportunity to be involved.

Chair Strachan assured Mr. Stormont that the work session would be publicly noticed in advance.

John Stafsholt, representing THINC Park City, rebutted some of the comments Mr. Ferrin made in his presentation. The first is that the purpose of a CUP application is to mitigate the size of the project and not to add square footage as Mr. Ferrin had stated. Mr. Stafsholt believed the numerous quotes Mr. Ferrin read were out of context. He requested that the representatives for the applicant be required to use quotes shown in full context with the Staff report cited because it might tell a different story. Mr. Stafsholt remarked that if all the quotes read were accurate, there would have been no reason for MPE to pull the project before a vote in 2009. According to Mr. Ferrin there was great support for the project in 2004 and 2005, and the applicant actually did additional work in 2006 based on that support. Mr. Stafsholt stated that he and many others in Park City were around in those years and they have never seen strong support for the Treasure Hill projects that have come forward since 2004. He reminded everyone that Staff reports are not approvals, and only the Planning Commission can approve a CUP. Mr. Stafsholt noted that many statements were made about the full transparency of the project. However, after MPE pulled the project prior to a vote in 2009, all other project discussions were in private for over six years. Regarding Mr. Ferrin's comment about the applicant giving the City 100+ acres of open space, Mr. Stafsholt noted that in 2004 the project was 11.5 acres. The rest was Estate Zoning in 1985. That Estate Zoning has very low density, it is mostly unbuildable. Mr. Stafsholt pointed out that the open space gift of ROS Zoning is equal to the Estate Zoning that the project had in 1985.

On the issue of size, mass, scale, volume, and density, Mr. Stafsholt stated that Treasure Hill is located within the Historic District, and it is important for the project to be compatible with the scale already established. In addition, the Historic District Design Guidelines are also in effect, per the 1985 MPD approval. Mr. Stafsholt emphasized that the Historic District Design Guidelines, the LMC and the Park City General Plan all apply to this project; and the most restrictive of those documents must be followed.

Mr. Stafsholt presented slides showing Treasure Mountain as it exists today, and Treasure Mountain with the Treasure Hill project imposed. He noted that during the site visit they talked about the height from the front of the buildings where the height was lowest, but it was difficult to understand the depth of the excavation. The applicant tried

to explain it, but they were unable to go up the Mountain side to see the tops where there will be excavation of 140' and 150'. It was talked about from below where it does not look so bad.

Mr. Stafsholt presented a picture showing the 150' cut visible from Deer Valley Drive. He pointed out that the numbers came directly from the Sweeney's. Looking from Heber Avenue, a 140' cut was visible. Another picture showed a 110' cut. Mr. Stafsholt pointed out that the 110' cut moves into the 150' cut. These are vertical scars and that type of cut requires drilling and shooting and different charges.

Mr. Stafsholt presented a diagram showing the cuts and noted that the red line around was the MPD zone. He pointed out that some cuts were quite far outside of the MPD zones, and no one can explain why that occurs. Mr. Stafsholt thought it was important to understand that within that 11.5 acres, every tree, bush and blade of grass will be gone. In addition, it will be excavated at least 20 feet, and 150' feet in the high spots, so they lose the trees and the ground. Mr. Stafsholt remarked that per LMC 15-6-7, the project shall be designed to fit the site, not the site modified to fit the project. He believed this project was completely opposite from that requirement. Mr. Stafsholt provided examples of what the applicant is proposing to do that was different from what was proposed in 1985 or 2004. He explained what was being done to make the Mountain fit the project instead of making the project fit the Mountain. Mr. Stafsholt stated that in 1985 the project was set to fit the grade. He indicated the existing grade, represented by a green line, and a red line showing the maximum building height. The shaded area was the space that was envisioned in 1985 to be built on.

Mr. Stafsholt noted that THINC had asked for story poles for the site visit because it would be easier to see the footprint. He understands that story poles are a commitment, but it was difficult to visualize size and height without it.

Mr. Stafsholt stated that several people had asked for a 3-D model, unaware that a 3-D model was done years ago. He noted that the model was a smaller design and there was no development in the Mid-Station site. The model showed no excavation on the sides. He again commented on the significant amount of excavation that will now be required due to the changes in the project. The current proposal is so different from the 3-D model he was not surprised it could not be found or was in disrepair. Mr. Stafsholt presented additional slides showing the cuts required for excavation for the project.

Mr. Stafsholt stated that from the model and the current project they were looking at 1.1 million square feet. That would be the same square footage of as Park City Walmarts at Kimball Junction. Mr. Stafsholt outlined the negatives associated with this project as proposed. There would be 250,000 square feet underground, some building going as

deep as five stories underground; 100'-150' permanent excavation scars visible from all over town; blasting and dynamite required to accomplish the excavation; 13 buildings, many over ten stories; removal of greenery; drastic changes to every house below the project; drastic changes to the drainage; and environmental damage such as toxic waste disturbance and drinking water contamination. Mr. Stafsholt stated that this was a conditional use permit, but the impacts are irreversible and not conditional.

Mr. Stafsholt noted that at the last meeting four people who were on the Planning Commission and the City Council in 1985 and 1986 provided comment and made it clear that what the applicant requested at that time, and what was approved, were residential units and not a hotel. Ann MacQuoid emphasized that what the Planning Commission and City Council approved were residential condo units. They did not approve a hotel of one, two, three, four or five stars. Mr. Stafsholt presented a slide with language from the 1983 LMC, which governs the original Master Planned Development. He reviewed the Land Use Table from 1983. He noted that hotels in the HR-1 were starred, and the stars indicated that hotels were prohibited uses. Mr. Stafsholt pointed out that the applicant was using residential and transient lodging as the use, and calling it a hotel. Mr. Stafsholt noted that Mr. Ferrin stated several times that the use has been the same throughout the history of this project. He disagreed with that statement because everything imaginable has been in this plan. Mr. Stafsholt reiterated that the 1983 LMC governs the use.

Mr. Stafsholt stated that this proposal was not anywhere close to being in compliance for a CUP. The Sweeney's had an MPD approved and finalized in 1986, but nothing has been built for 30 years because the approval requires a CUP to build anything. The CUP is required because the project is not an approved use in the Historic zones within which they want to build. If the project did not keep getting bigger, the project might have been approved many years ago if they proposed what they were approved for. Mr. Stafsholt noted that the Sweeney's have come to the City and the Planning Commission many times over the last 30 years, and no CUP has ever been approved with good reason. The size, mass, scale and densities are always too large and impactful, and each time they come back the design is larger and more impactful. He did not believe this project was a conditional use. A conditional use permit can be revoked if the applicant fails to meet the mitigations. There is no way to revoke 150' high vertical excavations in the hillside.

Mr. Stafsholt stated that for him personally, not speaking for THINC, he believes a new MPD application is required for this project due to the extreme modifications over the years, as called for by the Land Management Code. He outlined the modifications that have occurred and other reasons that support a new MPD. This project is not in compliance and it should be denied.

Neals Vernagaard, a resident at 822 Lowell, commented on the issue of a side work session discussion. He is the Treasure for THINC, and from THINC's perspective, there have been way too many meetings on the side.

Chair Strachan stated that there would be no side meeting. The work session meeting that was discussed earlier would be an additional meeting that is fully noticed and the public would be invited.

Mr. Vernagaard clarified that he was referring to the meetings between the City and the applicant after 2009. He understood that a group of people got together to come up with some type of resolution. Those meetings were so quiet that no one is allowed to release minutes or any other information.

Chair Strachan explained that those meetings were settlement discussions where the applicant tried to reach a legal settlement with the City, which is confidential by law. There were no Planning Commissioners or a quorum of decision makers at any of those meetings. The public was kept from those meetings as required by the confidentiality that Utah law imposes.

Mr. Vernagaard explained that THINC is nervous about closed door meetings because of what occurred in the past. He stated that the residents are the ones who are impacted. THINC put up signs all over town and hired an attorney because it is not even close to a win/win solution. It is not even a win/lose situation. It is a win and get crushed situation. He remarked that anyone on the north side of this development that lives near there will lose the equity value in their homes and their lifestyle will be crushed. For that reason, they are nervous about any type of meetings where the public cannot participate. He believed the members of THINC have done a good job of mostly speaking through their attorney, but he asked the Planning Commission to allow the public to participate in any conversation and discussion related to this project. He also suggested that if the purpose of the work session is for the attorneys to say the applicant is right and everyone else is wrong, it would be a waste of time.

Ann MacQuoid stated that a number of the points she was going to comment on have already been addressed. However, she wanted it clear that at the time of the MPD approval the City Council was strongly influenced and very cognizant of the Historic District Commission and the Historic District Guidelines. She realized that both have changed over the years, but the spirit of the agreement under which the MPD was approved was with regard to the Historic District Guidelines. Ms. MacQuoid stated that with regard to history, the City Council and the Planning Commission within the City limits of Park City have always been extremely careful and very wary to change the

Land Management Code. She recalled that until 2003 the Land Management had not been changed since the 1980's. It demonstrates how serious everyone takes that document. Ms. MacQuoid pointed out that these documents are intended not to replace or change previous documents in the LMC, but rather are intended to reflect the day in which we live. She believed the LMC carefully does that, but with respect to the fact that what was previously planned or approved could not be tossed aside because of new regulations. Ms. MacQuoid stated that it was her personal opinion and she may be wrong from a legal standpoint, but approvals that were given should not be tossed aside unless there is an overriding effect on the community. She remarked that when this Master Planned Development was approved in 1986, the Council asked that the applicant come back for a conditional use. That was done throughout the history of approvals of large scale MPDs in Park City for the reason that they are predicated and only would be approved because of subsequent applications and step by step approvals. Ms. MacQuoid noted that when the Treasure Hill MPD was approved in 1986 there were no buildings on Lower Main Street. The Town Lift had been approved but was not yet constructed in 1986. She wanted everyone to think about the impact that a very large scale development would have had in the 1990s, as compared to 2016.

Jim Tedford, representing Preserve Historic Main Street, stated that this group has been working for the last four years to get an acceptable project on the corner where the Kimball Art Center was located. Within the last few months he believed they have succeeded in doing that. It has come a long way since some of the earlier proposals and he was looking forward to something that fits on Main Street. Main Street is one of the biggest attractions in Park City and it is important that they treasure Main Street and take care of it because it is fading all the time. Mr. Tedford read a quote from an article that Ann MacQuoid had written in the paper. "As to the intent of the elected, appointed and employed City Officials, the absolute goal was the protection, preservation, and enhancement of Historic Main Street and the surrounding Old Town neighborhoods. The heart and soul of Park City was, and is today, Main Street and our Historic District. Saving Main Street both economically and aesthetically was always a goal. We faced many tough decisions in the late 1980s and 1990's, but none that threatened the fabric of our Historic District more than what is now called the Treasure Hill Master Plan". Mr. Tedford stated that they have to save the Historic District and this project needs to be modified in order to do that.

Annie Lewis Garda, a neighbor to the project, agreed with Attorney Ferrin that understanding the history is very important. She agreed that what the applicants proposed in 1985/1986 were residential units, and the Planning Commission and City Council approved residential units. Ms. Garda questioned why they were spending time on trying to accommodate square footage for a five-star hotel, when a hotel was neither

in the application or the approval. Ms. Garda stated that the other part of the history is what Attorney Ferrin called the mystery of Kirsten Whetstone's report. As Planner Astorga pointed out earlier, it is the role of the Staff to make recommendations and express opinions. It is the role of the Planning Commission to make decisions. Ms. Garda noted that after that particular report, then Commissioner Jim Barth, presented a list of 20 things which he felt had either been failed to be investigated or had been evaluated erroneously. Katie Cattan was asked to take over at that point to more thoroughly investigate those things, and she became the Planner for the project. Ms. Garda remarked that the Planning Commission repudiated or disagreed with large portions of the Staff report Mr. Ferrin had referred to. That was the reason why more reliance was given to the report written by Katie Cattan.

Gary Knudsen thought it was good to hear both sides. He wondered what the project would be like when it is built and what affects it will have on the town. He noted that a football coach tells the team what they did wrong after the fact, but he hoped the Planning Commission could think ahead and tell them now what could be done to avoid the problems. Mr. Knudsen could not find where the traffic flow has been discussed. He sympathized with both sides and he could understand how people feel. However, he had concerns about the traffic coming down Lowell and Empire and down Manor because there is only one road going out down Empire to the main traffic light. Mr. Knudsen thought the plan was only showing one access in and out. In the winter the Resort blocks the road so people cannot go down Lowell. The traffic all merges at Empire and Manor Way. He suggested sending traffic down 8th Street, but nobody wants traffic.

Chair Strachan informed Mr. Knudsen that traffic and access issues would be discussed in detail at a future meeting dedicated specifically to that topic. He encouraged Mr. Knudsen to continue attending these meetings because it will be helpful to hear public input from the people who live on those streets.

Mr. Knudsen appreciated their time and he wished them good luck.

Deb Stafsholt referred to the 245,000 square feet for parking wanted to know how many parking spaces that would be. She pointed out that it was a volume question.

Chair Strachan agreed that it was a volume issue; however, there is a lot of interplay between all the issues and the Planning Commission was trying to be careful not to look at them through a microscope. He stated that her continued assistance in helping them remember all of the issues would be appreciated.

Ms. Stafsholt stated her agreement with all previous speakers.

Chair Strachan closed the public hearing.

Mr. Ferrin asked to clarify his response to Commissioner Band when she asked if they would be willing to revise the plan as they work with the Sketch-up. He misinterpreted her question and thought she asked if they were willing to change the entire plan. Mr. Ferrin stated that the applicant is always willing to listen to the Planning Commission and consider their comments. They encourage the directive and the discussion.

Commissioner Band clarified that her question was whether the work session would be an opportunity to discuss ideas back and forth. Mr. Ferrin replied that the applicant is always willing to discuss issues and consider input to make design changes with respect to the plan.

Commissioner Thimm stated that building areas and volume were very inter-related. He noted that page 89 of the Staff report talked about the entitlement and what was put in place with the MPD. He understood the 197 residential UEs and the 19 commercial UEs were an entitlement. With regard to trading units between Creole Gulch and Mid-Station, Commissioner Thimm thought it was very clear where the UEs were to be spent; and that is where he expects them to be spent. In terms of area, Commissioner Thimm commented on the 1985 LMC versus the 2003 LMC, and the application of the 5% rule. He recalled question that was raised about whether there was ever a reason for any type of change. Commissioner Thimm noted that page 92 of the Staff report contained an excerpt from an April 22nd 2009 letter that the hired Counsel, Jody Burnett, had written providing his opinion on the vesting. He stated that Mr. Burnett's opinion is the lens he intends to look through because it talks about the 5% and how it gets applied.

Commissioner Thimm noted that page 90 of the Staff report talks about the number of square feet that would be used for the 5%. In looking at the terminology of net and gross square feet, he was in agreement with the finding on page 90 regarding the net square footage for the hotel because it was very clear. Commissioner Thimm thought it made sense because it was not applying 5% and compounding circulation of back of house areas and adding to the total.

Commissioner Thimm stated that at the last meeting Chair Strachan had asked the Commissioners to look at the area. He went through and looked at the areas as proposed, and then looked very closely at the entitlement and the UEs. Commissioner Thimm stated that there were a lot of numbers to be considered, such as 1,016,000+ square feet; 875,000+ square feet, which is the interpretation of the Woodruff plan. However, he discounts the Woodruff plan because he knows how those plans are

generated and how the square footage is calculated based on the drawing. He did not believe it was the lens they should be looking through. Commissioner Thimm they should be looking what the entitlement is, and understanding the back of house space.

Commissioner Thimm stated that in looking at the proposal in terms of accessory and common circulation, there is over 309,000 square feet of area. If they include over 245,000 square feet of parking stalls, the result is more than half a million square feet. He ran through the numbers the best he could glean them, and taking into account the entitlement for the 197 UEs and the 19 UEs, and adding in the accessory back of house area and parking, he calculated 979,314 square feet. He explained that his calculation used the exact numbers that are there for parking, and the exact numbers there for circulation, back of house and accessory uses.

Commissioner Thimm commented on parking. He understood there was a total of 424 parking stalls, which is 578 square feet per stall. He was unsure how all the circulation worked, but most parking garages are designed to be in the realm of 375 to 385 square feet per stall, including circulation. Since area and mass is a major part of this discussion, Commissioner Thimm wanted a better explanation as to why there is that level of inefficiency in terms of parking. Commissioner Thimm stated that adding together the accessory space and the common circulation area, the result is 309,000 square feet. In comparison with the 1.01 million square feet, it is over 30% of the area. Again, he would like to understand why there is that much inefficiency. He challenged the applicant to relook at the efficiency of the design and determine if some of the mass and bulk in the project could be eliminated by becoming more efficient in the back of house areas and in the parking. Commissioner Thimm stated that if he takes just the parking at 385 square feet per stall, his calculation is 897,491 square feet.

With regard to building mass and bulk and how that is put into the site, Commissioner Thimm noted that some of the cross sections have massive cuts and an amazing amount of dirt will have to be moved. In thinking of what happens in these zones, he strongly believes the LMC tells them to look at designing a building and designing a site in such a way that honors the land and steps with the mountain, rather than cutting a huge bench into it and building a building.

Commissioner Thimm commented on the fire protection plan. Having been part of many conversations with the fire department or other AHJ as a designer, they look at what he submits, but they never say it is the only way. If there is a solution that lessens bulk, mass and other major issues, it should be looked at. He suggested scheduling a new meeting with the AHJ if there can be a win/win situation for everyone.

Chair Strachan thanked Commissioner Thimm for his efforts and calculations. Before they begin to talk about mitigating impacts they need to understand the methodology they will use to arrive at a square footage, and from that how those impacts could be mitigated. Commissioner Thimm clarified that he was not endorsing any of the numbers he mentioned. It was merely his take on the surface. They were a long way from the end and many discussions still needed to occur before they reach the right numbers. Commissioner Thimm understood that there may have been differing opinions among Planning Staff over the years, but they need to look at this through the lens of the LMC and what the Planning Commission uses to make a good, honest, conscious decision.

Commissioner Suesser commented on the applicant's timeline and their discussion regarding support commercial. When Mr. Ferrin put up the timeline, he stated that all that was approved by the MPD was the 198 UEs for residential and the 19 UEs for commercial, and that they needed to look at the 2003 LMC to calculate the support commercial. She pointed out that Mr. Ferrin neglected to mention that the original MPD in 1985-1986 addressed the support commercial issue. It stated that in addition to the 19 UEs of commercial, the applicant was awarded 5% of the total hotel floor area; not 5% of the total project. Commissioner Suesser questioned why the applicant had not addressed that discrepancy, and why they did not think the hotel floor area specifically states in the original MPD and reiterated by the Staff and Mr. Burnett, was the appropriate percentage and the proper percentage to calculate with respect to support commercial.

Commissioner Suesser referred to the number that she calculated at the last meeting, which was 628,346 square feet. That is the total vested density that she finds in the documentation. It is consistent with the Staff findings and with the guidance that Jody Burnett provided.

Commissioner Suesser had comments on Criteria 8, 11 and 15, which were talked about in great length in the Staff report. However, she understood that the mitigation issues would be discussed during the work session and at the next meeting, and she would reserve her comments until then.

Commissioner Band believed she had given most of her comments at previous meetings. At this point she found nothing compelling that would make her disagree with Staff either now or in 2009. Commissioner Band noted that in his presentation Mr. Ferrin stated that they must go down to mitigate. However, the water shed and soils and excavation that will be required will take more mitigation. Commissioner Band thought it was drastic to go up there, and she agreed with Commissioner Thimm that the LMC commands them to honor the ground; not just now, but in 2003 and 1985.

Commissioner Band thought the Woodruff plans were attached to the MPD for a reason. Maybe not to be used exactly, but the idea of it was what was approved. The Woodruff plan definitely honored the land much more so with far less excavation. Commissioner Band thank Mark Harrington for his comments, and for reminding everyone that whatever the Staff says, the Planning Commission grants the CUP. The Staff gives their opinion and it is a working relationship.

Commissioner Joyce thanked the applicant for the site visit and the packet they handed out. He also liked Commissioner Phillips idea of Sketch-up and he was pleased that the applicant was interested in using it. He pointed out the concerns about excavation, and asked if there was any way to incorporate into a view of what would be visible to other people. He thought it might help speed along the process.

Commissioner Joyce remarked that some of the public comments they hear are not always the case. This evening they heard that Treasure would be the biggest convention space in Summit County and Park City. He noted that the Montage has more meeting space that what Treasure has asked for, as documented in the last Staff report.

Commissioner Joyce thought it appeared that the applicant was looking to the Planning Staff for approval. Obviously, it was clarified that the Planning Staff do not give approvals. He noted that there are many times when the Staff provides a recommendation and the Planning Commission has disagreed. Commissioner Joyce echoed others in saying that there is no approval until there is a vote by the Planning Commission.

Commissioner Joyce apologized if his comments at the last meeting regarding the fire plan offended Mr. Ferrin. It was certainly not his intent. His point was that Mr. Ferrin kept saying that much of the reason for the deep cuts and the push backs was based on their work with the previous Planning Commission and Planning Department. He was surprised to find that in the back of the fire agreement, which preceded the applicant ever submitting any application to the Planning Commission, that the applicant already had the excavations and retaining walls. He felt like the applicant was implying that the City forced the cuts, when in fact, before the CUP application was filed they already had changed from the Woodruff plan which followed the topography, to one with a big plaza area and they basically cut into the earth.

Commissioner Joyce understood why the applicant worked with the Fire District, but he was fairly certain that they were not looking at traffic, toxic soils or anything else when they approved the fire plan. He was surprised to hear that the applicant based a lot of the project on the fire plan. Commissioner Joyce remarked that everything is woven

together and it all has to work together. There is no one aspect that is guaranteed. It has to be resolved as one package. Commissioner Joyce understood that the fire plan is a condition of approval of the MPD, but the fact that it was done before a CUP was submitted to the Planning Commission is irrelevant if nothing else works because of it.

Commissioner Joyce referred to the pictures on page 101 of the Staff report that were submitted by the applicant, and he had also looked at the avi files on the Treasure website. He felt like he was in tunnel vision, and he was unable to visualize mass and scale from the pictures or the video. In the future, he would prefer a broader view.

Commissioner Joyce stated that when he looks at circulation, back of house, parking, meeting space, he believed that Treasure was in line with the Montage and the St. Regis, which are the most direct comparisons. From pure square footage in general, Commissioner Joyce thought he was at the higher end. His number was closer to Commissioner Thimm than Commissioner Suesser.

Commissioner Joyce commented on the amount of circulation and accessory space and noted that if they were building this out in Quinn's Junction he would be comfortable with it. However, they are building on the side of a hill in Historic Old Town. It is steep property with a lot of issues. He thought the applicant had put themselves in a position where it would be difficult to mitigate most of the issues. Even though he might agree with the ratios of the total square footage, he is not convinced that they can put that amount of square footage on that space and mitigate the 15 criteria associated with the CUP.

Commissioner Joyce commented on support commercial. He was the one who requested all the documents from 1985 and 1986, and one recurring theme is that the commercial would basically support the internal functions of the hotel or condos, and the purpose was to build bed base for Main Street. Commissioner Joyce stated that the zoning that was up there was HR-1 and Estate, and neither of those zones have commercial. Therefore, there was no inherent commercial. However, as part of the negotiations, he assumed the applicant made a case for why they needed commercial. He was surprised that the exact number approved was 5% of the residential, but he thought it was very explicit. Commissioner Joyce noted that on the notes of the MPD, it says, "The approved densities are those attached as an exhibit, and shall be limited to those maximums identified thereon". He could not understand why they were talking about 5% or additional commercial, because for all of the gray areas, he believed this one was very specific. Commissioner Joyce was opposed to adding anything beyond 19,000 square feet of commercial until someone explains why that clear statement does not apply. He believed that everything the applicant keeps adding is in direct conflict with providing beds for Main Street.

Commissioner Joyce stated that excavation is his biggest issue for many reasons. The applicant has talked about Woodruff being a conceptual plan, and in looking through the minutes of 1985-1986, it is not a conceptual plan. It is the conceptual plan. There is a lot of discussion about all the different alternatives they eliminated, how they moved the clustering, how they added height and how they reached an agreement. He noted that the applicant keeps saying that the City Council and Planning Commission knew they were approving a tall project on the side of the mountain right above Old Town. In his opinion, all the decisions that were made in terms of clustering in the gulch and how the height was set back and how it stepped back with the hill, that was the agreement and it is attached as part of the MPD. It is the plan that everyone agreed on. Cutting a flat plaza, it is dramatically different than what was approved, and the impacts are horrendous. Commissioner Joyce believed that many of the impact issues they will be working through are present because the proposed CUP so different from the Woodruff plan that was selected by the 1985 Planning Commission and attached to the 1986 approval by the City Council. Commissioner Joyce stated that mass and scale will be major issues for him in terms of why they are looking at something so dramatically different from what was approved.

Commissioner Phillips agreed with all the comments of his fellow Commissioners. He specifically agreed with Commission Thimm, regarding looking through the lens of Jody Burnett's statement. He also agreed with the Staff's conclusion on hotel space in general. Commissioner Phillips was impressed with the thought that was put into the square footage amounts, although, he may come up with a slightly different number. However, that is the maximum and it may have to decrease to mitigate the many other impacts of the project. Commissioner Phillips echoed the comments that the design should fit the land.

Commissioner Phillips agreed that the numbers for back of house, etc. were in line with other hotels. However, those hotels are meant to draw in people and they may have different types of space. He did not believe Treasure Hill was intended for that purpose. He was excited to see the Sketch-Up model and he was pleased that others were looking forward to that as well. He thought it would be the best representation to date, and in preparation, he thought it would be wise for the Planning Commission to provide some direction on what they would like to see to help the applicant be more prepared.

Commissioner Phillips suggested that they start with the request of previous Commissioners as found on pages 106 and 107 of the Staff report. There were a lot of perspectives that have been requested and he believed that was a good list. He suggested that they look at them to see which ones might be the best points.

Commissioner Phillips wanted to know more about the design from the architect's perspective. He would like to know the methods used to mitigate scale and mass, because that is a huge mitigating factor. He was sure a lot of thought went into different techniques to accomplish that mitigation. He would also like to hear what the architect was thinking when it came to designing this project to fit into this particular property. Commissioner Phillips was interested in hearing how the process occurred and how the project got to where it is because that tells a lot.

Commissioner Phillips thought the Woodruff plans were interesting. At times they can discuss it as what was expected and what should be done; but other times it is considered as just a concept. The Woodruff plan is used to come up with some of the numbers, but they cannot say it applies in that aspect but not when it comes to the anticipated excavation or some other aspect. He thought they needed to decide whether or not they were working off of the Woodruff drawings, and what bearing they have. Commissioner Phillips thought it would be beneficial to make that decision as a group on both side of the table.

Commissioner Phillips wanted to know how much time would be spent on volumetrics. Director Erickson stated that he planned on at least two meetings. He noted that these are conditional use criteria and the focus should be understanding the total volume, and secondly, the efficacy and accuracy of the mitigation strategy.

Commissioner Phillips reiterated his previous comment that he is reviewing this project against the 2003 LMC and the MPD. At this point the Woodruff is their best visual representation, and he is working off of that as well.

Commissioner Phillips was dismayed with the tone of the meeting this evening, and he heard it from both sides. Comments about who said what 12 years ago have no bearing on his decision. He only cares about the LMC, the MPD and the facts in front of him. Commissioner Phillips thought the applicant's presentation set the tone for the evening, and he was frustrated because he expected to hear more about the project itself. The community feeds off of that tone and he suggested that the applicant consider the tone they set when they prepare their presentations. Commissioner Phillips commended Commissioner Thimm for his comments. In his opinion, it was the turning point of the evening. He was also refreshed to hear the comments from the other Commissioners. It is important for everyone to stay focused on the project and the specific topic for each meeting.

Chair Strachan requested that John Stafsholt submit the slides from his presentation to Planner Astorga so they can be part of the record. Chair Strachan encouraged the

applicant to make the Sketch-Up drawing for the work session available to the public, the Planning Department, and Commissioner Phillips, who is familiar with Sketch-Up, prior to the work session. A one or two-hour work session is not enough time to present a Sketch-Up drawing without giving the Staff and the Commissioners time to analyze it. Members of the public who are familiar with Sketch-Up should also be given that opportunity.

Chair Strachan asked the question that Mr. Stafsholt had raised regarding the propriety of the retaining walls being outside of the MPD development line. He did not expect an answer this evening, but it was a valid question.

Like Commissioner Phillips, Chair Strachan preferred that the meetings keep a more factual tone. The applicant will get a fair hearing, but the Commissioners do not like being taunted. Their focus is to figure out the scope, scale, size and impacts of this application, and to apply the CUP criteria.

Planner Astorga thought they should schedule the work session for the next meeting. Director Erickson stated that the timing would depend on how soon the Sketch-Up would be available. If the Sketch-Up is not ready for the next meeting, Commissioner Joyce suggested that the applicant provide information on the reasoning for what they were proposing and how they intend to mitigate the impacts. He would like visual examples of viewpoints and what they did to make it acceptable. He thought they could have a useful intro meeting without the Sketch-Up. Director Erickson stated that the Staff would work with the applicant on scheduling a work session for the next meeting. There were other issues to talk about if the Sketch-Up was not ready.

MOTION: Commissioner Thimm moved to CONTINUE the Treasure Hill Conditional Use Permit public hearing to October 12, 2016. Commissioner Band seconded the motion.

VOTE: The motion passed unanimously.

2. 158 Ridge Avenue – Steep Slope Conditional Use Permit for a new Single Family Dwelling (Application PL-16-03149)

Planning Tech Makena Hawley reviewed the Steep Slope Conditional Use Permit application for a 158 Ridge Avenue. It is the third of three houses in the King Ridge Estate Subdivision. The applicant had submitted a Steep Slope CUP with a proposed square footage of 2,945 square feet. The total floor area exceeds 200 square feet and construction is proposed on a steep slope greater than 30%.

Director Erickson noted that there was a long history to this site and Planner Hawley had vetted out the issues in the Staff report. He supported her recommendation for approval.

Commissioner Thimm had read the Staff report and the long history, which included special exceptions and other items that were approved. He asked if those were all still in place or whether some had expired.

Planner Hawley replied that the only thing that expired was the previous Steep Slope CUP. The driveway had not expired and it was already in place. The plat amendment was approved and the special exception was approved.

Chair Strachan noticed that Director Erickson had given administrative approval on a height exception for the garage and circulation. Planner Hawley noted that the Code specifies a height exception for garage areas and circulation. Director Erickson explained that there were circumstances on a steep slope where if they literally applied the Code the garage would not be useful. An exception can be made to allow a garage but not allow the house to expand on the street. This was one of those cases, and the applicant was given the minimum possible to get a garage to work in that location.

Chair Strachan asked if administrative height exceptions were given to the other two homes on Ridge Avenue. Jonathan DeGray, representing the applicant, stated that the first home did not require the exception. The second home was granted an exception because it was a steep downhill lot. The plat specified placing the house to the front yard setback line. They were not pushing the house further down the hill. They had to start at the front setback line as required by the plat amendment. Mr. DeGray noted that the language of the plat allows a height exception for the garage up to 18' above the garage. He clarified that the garages did not exceed the 18' and the house complies with the overall 35' height in all cases.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

MOTION: Commissioner Joyce moved to APPROVE the Steep Slope CUP application for 158 Ridge Avenue, including the Planning Director's approval of a height exception for the garage on a downhill lot, in accordance with the Findings of Fact, Conclusions of

Law and Conditions of Approval found in the Staff report. Commissioner Band seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact 158 Ridge Avenue

1. The property is located at 158 Ridge Avenue.
2. The property is described as a Lot 3, King Ridge Estates.
3. The first 20 feet are at approximately 15%. The following 15 feet hold a steep slope of approximately 67% followed by 53 feet of a moderate slope of approximately 26% finished by the final 20 feet containing a steep slope of 70%.
4. The driveway, structure and rear deck are situated towards the front half of the lot consisting of a linear dimension of approximately 70 feet.
5. The proposed structure is situated over slopes that area approximately 67% which requires a Steep Slope CUP.
6. The lot is 131.07' in length on both sides, with a width of 55'; the lot contains 7,209 sf of area. Under the Plat requirements, the maximum allowable building footprint is 2,120 sf for a lot of this size and the proposed building footprint is 1,460 sf.
7. The King Ridge Estates Subdivision plat states the maximum floor area cannot exceed 3,030 sf; the proposed home has a floor area of 2,945 sf (this is excluding a 324 sf garage as the Plat Notes state garages up to 600 sf are not included in the overall floor area).
8. The vacant site is not listed as historically significant on the Park City Historic Sites Inventory and there are no structures on the lot.
9. The property is located in the HRL zoning district and is subject to all requirements of the Park City Land Management Code (LMC) and the Design Guidelines for Historic Districts and Historic Sites.
10. Access to the property is from a private drive from Ridge Avenue, an existing public street, an unbuilt right-of-way to be built by the applicant. The access drive is being built concurrently with development of each lot. Currently the drive is being constructed for Lot 1 and Lot 2 as these homes are under development and will

continue to Lot 3 upon building permit approval for Lot 3.

11. Two parking spaces are proposed on site. One space is proposed within an attached garage and the second is on the driveway in a tandem configuration to the garage.

12. The neighborhood is characterized by primarily historic and non-historic single family houses and vacant lots.

13. A Historic District Design Review (HDDR) application is currently being reviewed by Staff.

14. The lot is an undeveloped lot containing primarily grasses, weeds, and shrubs that are not classified as significant vegetation except for the lower portion that has a 30 foot "no disturb" protection area on the lot.

15. The driveway is proposed to be a maximum of 12 feet in width and 15 feet in length from the edge of the street to the garage element in order to comply with the plat note #13 of the King Ridge Estates plat note. The garage door is setback an additional 3 feet in order to place the entire length of the second parking space entirely within the lot and to comply with the LMC Parking regulations.

16. The garage element is located 15 feet from the front property line in order to comply with the King Ridge Estates COA requiring the garage element to be at the front setback. There is an indent of 3 feet by 9 feet in order to allow for the second parking spot to be placed entirely on within the lot.

17. The garage door complies with the maximum width and height of nine feet (9') and the grade of the driveway complies at 9.6% slope.

18. The garage does not exceed 18 feet in height above the garage floor.

19. The proposed structure complies with all setbacks.

20. The proposed structure complies with allowable height limits and height envelopes for the HR-L zoning district as the house measures less than 27 feet (standing at 27 feet) in height from existing grade (with the exception approved by the Planning Director for garage, circulation and ADA elevator standing at 28.5 feet above existing grade).

21. The structure is less than the maximum height of 35 (measures to 31.5 feet) feet

measured from the lowest finish floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters, and the design includes a 10 foot step back at a height slightly below 23 feet.

22.The proposal, as conditioned, complies with the Historic District Design Guidelines as well as the requirements of 15-5-5 of the LMC.

23.The proposed materials reflect the historic character of Park City's Historic Sites, incorporating simple forms, unadorned materials, and restrained ornamentation. The exterior elements are of human scale and the scale and height follows the predominant pattern of the neighborhood.

24.Lot coverage, site grading, and steep slope issues are also compatible with neighboring sites. The size and mass of the structure is compatible with surrounding sites, as are details such as the foundation, roofing, materials, as well as window and door openings. The single car attached garage and off-street parking area also comply with the Design Guidelines.

25.No lighting has been proposed at this time. Lighting will be reviewed by the Planning Department at the time of the building permit for compliance with the Land Management Code lighting standards.

26.The applicant submitted a visual analysis/ perspective, cross canyon view from the east, and a streetscape showing a contextual analysis of visual impacts on adjacent streetscape.

27.There will be no free-standing retaining walls on the property that exceed four feet in height with the exception of the south façade that allows for an egress window which requires an approval of an Administrative CUP. The building pad location, access, and infrastructure are located in such a manner as to minimize cut and fill that would alter the perceived natural topography.

28.The final materials and design of the needed retaining walls on the property must be brought back to the Planning Department and the City Engineer for the final review prior to sign off by the City. Retaining walls exceeding 4 feet will need to be approved by the Planning Director and City Engineer with an Administrative CUP (LMC 15-4-2 (A) 1).

29.The site design, stepping of the building mass, articulation, and decrease in the allowed difference between the existing and final grade for much of the structure mitigates impacts of construction on the 30% or greater slope areas.

30. The plans include setback variations, increased setbacks, decreased building heights and an overall decrease in building volume and massing.

31. The proposed massing, articulation, and architectural design components are compatible with the massing of other single family dwellings in the area. No wall effect is created with adjacent structures due to the stepping, articulation, and placement of the house.

32. Building Height of the garage is 28.5 feet on a downhill lot; garage height may exceed 27' up to 35' on a downhill lot as approved by the Planning Director on June 24, 2016 per LMC 15-2.3-6..

33. The findings in the Analysis section of this report are incorporated herein.

34. The applicant stipulates to the conditions of approval.

Conclusions of Law – 158 Ridge Avenue

1. The CUP, as conditioned, is consistent with the Park City Land Management Code, specifically section 15-2.1-6(B).
2. The CUP, as conditioned, is consistent with the Park City General Plan.
3. The proposed use will be compatible with the surrounding structures in use, scale, mass and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval – 158 Ridge Avenue

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 storm drainage, shall be submitted with the building permit submittal and shall be reviewed and approved by the City Engineer and utility providers, including Snyderville Basin Water Reclamation District, 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 to the City for review prior to building permit issuance. Such plan will include water efficient landscaping and drip irrigation, and shall mitigate the visual effects of the retaining walls. Lawn area shall be limited in area.

6. If required by the Chief Building Official based on a review of the soils and geotechnical report submitted with the building permit, the applicant shall submit a detailed shoring plan prior to the issue of a building permit. If required by the Chief Building Official, the shoring plan shall include calculations that have been prepared, stamped, and signed by a licensed structural engineer.

7. This approval will expire on September 14, 2017, if a building permit has not been issued by the building department before the expiration date, unless an extension of this approval has been requested in writing prior to the expiration date and is granted by the Planning Director.

8. Plans submitted for a Building Permit must substantially comply with the plans reviewed and approved by the Planning Commission and the Final HDDR Design.

9. All retaining walls within any of the setback areas shall not exceed more than six feet (6') in height measured from final grade, unless an exception is granted by the City Engineer per the LMC with an Administrative CUP, Chapter 4.

10. Modified 13-D residential fire sprinklers are required for all new construction on this lot.

11. All exterior lighting, on porches, decks, garage doors, entryways, etc. shall be shielded to prevent glare onto adjacent property and public rights-of-way and shall be subdued in nature. Light trespass into the night sky is prohibited. Final lighting details will be reviewed by the Planning Staff prior to installation.

12. Construction waste should be diverted from the landfill and recycled when possible.

13. All electrical service equipment and sub-panels and all mechanical equipment, except those owned and maintained by public utility companies and solar panels, shall be painted to match the surrounding wall color or painted and screened to blend with the surrounding natural terrain.

14. Parking is only allowed on the private driveway in front of the garage for 158 Ridge Avenue; parking is prohibited on the private drive (extending from Ridge Avenue).

15. The CMP shall include language that the contractor shall provide and place signage such as Heavy Truck Traffic, etc. along access routes.

16. Construction mitigation plan, which will include controlling loose rocks, must be approved prior to granting building permits.

17. The CMP shall state that truck access during construction shall be limited to King Road.

18. The CMP shall comply with COA #10 from the 07-74 Ordinance stating "Construction mitigation plan, which will include controlling loose rocks, must be approved prior to granting building permits."

19. A snow shed easement or roof design acceptable to the Chief Building Official must be approved.

20. Final Grade must be within four vertical feet (4') of Existing Grade around the periphery of the Structure, except for the placement of approved window wells, emergency egress, and a garage entrance (15-2.1-5).

21. The Chief Building Official will require snow shed agreements from each neighboring property and will provide an approval determination during the Building Permit Plan Check process to complete COA #7 of Ordinance 07-74.

3. 7379 Silver Bird, Unit 29 – Plat Amendment to change existing common area to private area (Application PL-16-03207)

Planning Tech Hawley reported that the requested plat amendment would convert existing common area into private area. It would allow for enclosing an area and converting it into living space for Unit 29. The 60% open space would still be maintained on the lot.

Planner Hawley noted that the HOA had signed off on the request and she had not received any public comment.

Chair Strachan asked if there would be any change in use or intensity of use. Director Erickson replied that the use would not change; however, the size of the private space would be expanded. He pointed out that Unit 29 is a second home rental unit.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

MOTION: Commissioner Joyce moved to forward a POSITIVE recommendation to the City Council for the Silver Bird Condominiums at Deer Valley Second Amended – Amending Unit 29 condominium plat, based on the findings of fact, conclusions of law and conditions of approval as stated in the draft ordinance. Commissioner Suesser seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 7379 Silver Bird Unit 29

1. The property is located at 7379 Silver Bird Drive Unit 29 within the Residential Development (RD) District and is subject to the Eleventh Amended Deer Valley MPD (DVMPD).
2. Within the DVMPD, a project can utilize either the City's Unit Equivalent (UE) formula of 2,000 square feet per UE or develop the allowed number of units without a stipulated unit size so long as the project has %60 or more of open space.
3. A total of 6 units were constructed with allowed number of units per the Deer Valley MPD. The Silver Bird Condominiums parcels are all included in the 11th Amended Deer Valley Master plan and are developed using allowed number of units without a stipulated unit size with provision that at least 60% open space is maintained.
4. Silver Bird Condominiums record of survey plat was approved by City Council on October 7, 1982 and recorded at Summit County on October 22, 1982.
5. The Silver Bird Condominiums First Amended condominium plat was approved by City Council on September 4, 2015 and recorded at Summit County on April 24, 2015. The condominium plat amendment was to convert limited common deck space to private area for Units 25, 26, 27, 28, 29 & 30, so that they could enclose a covered patio and convert it to living space. Units 27, 28, 29, & 30 requested to convert common area deck space to private so that they could extend their deck. Units 25 & 29 request to enclose existing hallways and convert them from common area into private space.

6. On June 09, 2016, the applicants submitted an application for a condominium plat amendment to convert common space to private area for Unit 29, so that they can convert it to living space.
7. The application was deemed complete on June 28, 2016.
8. The square footage of the unit, including the area being converted is as follows: Unit 29 private area: 4001.2 sq. ft.;
9. The Silver Bird Condominiums parcels were developed using allowed number of units without a stipulated unit size. The amendment does not change the number of residential units and at least 60% open space is maintained.
10. The plat amendment does not increase the parking requirements for these units.
11. The HOA received 100% approval from the owners to convert this unit on April 12, 2016.
12. The findings in the analysis section are incorporated herein.
13. The applicants will be required to provide a survey at the building permit stage for the Planning Department's review.

Conclusions of Law – 7379 Silver Bird Unit 29

1. There is good cause for this condominium plat amendment.
2. The amended condominium plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. The amended condominium plat is consistent with the 11th Amended and Restated Deer Valley Master Planned Development.
4. Neither the public nor any person will be materially injured by the proposed condominium plat amendment.
5. Approval of the condominium plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 7379 Silver Bird Unit 29

1. The City Attorney and City Engineer will review and approve the final form and content of the amended condominium plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the

condominium plat.

2. The applicant will record the amended condominium plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the condominium plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. Fire suppression must extend into the addition.

4. All conditions of approval of the Silver Bird Condominiums at Deer Valley condominium plat and the Deer Valley MPD as amended shall continue to apply.

5. This Plat is required to be recorded prior to any building permit issuance.

The Park City Planning Commission Meeting adjourned at 9:30 p.m.

Approved by Planning Commission: _____

Planning Commission Staff Report



PLANNING DEPARTMENT

Application No: PL-16-03318
Subject: Land Management Code Amendments
Author: Bruce Erickson, AICP, Planning Director
Date: September 28, 2016
Type of Item: Legislative – LMC Amendments

Summary Recommendation

Staff recommends the Planning Commission conduct a public hearing and continue Land Management Code (LMC) amendments, specifically amending Land Management Code Chapter One – General Provisions- regarding Appeals and Reconsideration Process; creating standards for continuations of matters before Boards and Council; Chapter 2 – Historic Zones - Clarifying that where there are footprint restrictions, the footprint formula does not include prescriptive rights of way or roads; and when existing subdivisions are amended additional density is dis-favored; Chapter 6 MPDs and Chapter 7 Subdivisions -when existing MPDs or subdivisions are re-opened or amended additional density is dis-favored - Chapter 11 Historic Preservation - timing of hearing Determination of Significance applications to October 26, 2015, to allow Staff additional time to get input internally and work through the proposed amendments.

Description

Applicant: Planning Department
Reason for Review: Plat Amendments require Planning Commission review and recommendation with final action by the City Council.
Conditional Use Permits require Planning Commission review and approval

Planning Commission Staff Report

Subject: Park City Mountain Resort MPD Development Agreement
Mountain Upgrade Plan
Author: Anya Grahn, Historic Preservation Planner
Francisco Astorga, AICP, Senior Planner
Project Number: PL-14-02600
Date: September 28, 2016
Type of Item: Administrative – MPD Amendment Historic Preservation
Condition of Approval Findings of Compliance

Summary Recommendation

Staff requests that the Planning Commission hold a public hearing, review the Historic Preservation Condition of Approval No. 4 of the PCMR Master Planned Development (MPD), Development Agreement Mountain Upgrade Plan amendments approved on April 27, 2016, and extended on July 13, 2016 to September 28, 2016, and find that the applicant is in compliance as conditioned.

Description

Applicant: VR CPC Holdings, Inc. d/b/a Park City Mountain
Property Owner: TCFC LEASECO LLC and TCFC PROPCO LLC
Location: 1345 Lowell Avenue
Zoning: Recreation and Open Space (ROS) District
Adjacent Land Uses: Recreation open space
Reason for Review: MPD Amendments are reviewed and approved by the Planning Commission

Proposal

Staff recommends the Planning Commission find that the applicant is in compliance with Condition of Approval No. 4 of the July 13, 2014 amendment to the MPD, as extended on July 13, 2016, and September 28, 2016.

Background

On December 23, 2014 the applicant submitted a request to amend the existing Master Planned Development & Development Agreement. The current application was for the following items:

- a. Amendment to the Mountain Upgrade Plan for the Interconnect Gondola and expansion of the Snow Hut on-mountain restaurant.
- b. Amendment to the Park City Mountain Resort Master Plan Development (MPD) to satisfy requirements of the 2007 annexation which added the upper mountain ski terrain to PCMR's original MPD.

Staff provided a detailed summary of this application and Historic Preservation Condition of Approval #4 in the [July 13, 2016](#), staff report (page 205). In summary, the following has been accomplished:

- [March 25, 2015](#): the Park City Planning Commission approved the requested amendment to the Mountain Upgrade Plan for the Interconnect Gondola and expansion of the Snow Hut on-mountain restaurant; Amendment to the Park City Mountain Resort Master Plan Development (MPD) to satisfy requirements of the 2007 annexation which required the addition of the upper mountain ski terrain to PCMR's original MPD; Conditional Use Permit (CUP) for the interconnect. (Page 85)
- [March 23, 2016](#): Planning Commission met for their annual check-in discussion for Historic Preservation Condition of Approval No. 4, and Planning Commission agreed to consider granting an extension to July 23, 2016. (Page 17)
- [April 27, 2016](#): Planning Commission extended the deadline 120 days to July 23, 2016. (Page 41)
- [July 23, 2016](#): Planning Commission granted a second extension of 66 days for Historic Preservation Condition of Approval No.4 to September 28, 2016. (Page 205)

Analysis

The MPD Amendment application approved in March 2015 is subject to specific Findings of Fact, Conclusions of Law, and Conditions of Approval found by clicking on this [link](#) (page 29, Adopted Planning Commission minutes). MPD Amendment Condition of Approval No. 4 required a number of items relating to historic preservation be completed prior to March 25, 2016. On April 27, 2016, the Planning Commission granted an extension of 120 days for the applicant to complete the work, and a second extension on July 13, 2016 to September 28. See the exact language below with the extension in Red:

Historic Preservation

*In furtherance of assisting the developers in meeting their obligations under Section 2.9.3 of the Amended and Restated Development Agreement for Flagstaff Mountain dated March 2, 2007, the Developer under the PCMR Development Agreement shall, (a) identify historically significant structures within the PCMR Development Agreement Property by October 1, 2015, (b) complete the inventory of historically significant structures and the preservation and restoration plan for such structures, as located within the PCMR Development Agreement Property (provided such sites are confirmed to be located within the property either owned by VR CPC Holdings, Inc. or held by VR CPC Holdings, Inc. pursuant to its ground lease from TCFC LeaseCo LLC) by ~~March 25, 2016~~ **September 28, 2016**; (upon completion of the staff approval of the preservation and restoration plan, the applicant shall come back to the Planning Commission to report on the prioritization, annual check-in schedule and progress report on work complete to date) and (c) no later than ~~March 25, 2016~~ **September 28,***

2016, dedicate and/or secure preservation easements for the historically significant structures (or reasonably equivalent long-term rights satisfactory to the City if easements are unavailable) for the City with respect to the identified sites within the PCMR Development Agreement Property. In addition, by October 1, 2015, the Developer under the PCMR Development Agreement shall contribute a total of \$50,000 towards the preservation of the prioritized historically significant structures on the PCMR Development Agreement Property as approved by the Planning Department/Preservation Planner, and propose a five (5) year capital fundraising plan dedicated towards restoration/stabilization of the historically significant structures. Nothing herein shall release the original Flagstaff Mountain Developer (e.g., United Park City Mines) or current property owner from any existing obligation under the Ordinance 07-10, and all related agreements including the Amended and Restated Development Agreement for Flagstaff Mountain dated March 2, 2007.

Staff finds that the Condition of Approval can be broken up into four (A, B, C, D) main tasks. We have used this framework to outline the applicant's progress on each task:

A. Identify historically significant structures within the PCMR Development Agreement Property by October 1, 2015. **Complies.**

Vail submitted a Historic Preservation Plan completed by SWCA Environmental Consultants in December 2015. Staff found that the applicant met section (a) of this Condition of Approval as indicated in the April 27, 2016, staff report; however, upon further analysis of the maps that have been provided, staff has since found additional sites that were not identified, including the Silver King and King Con aerial tramway towers. Vail has agreed to Staff's Condition of Approval #3, which stipulates that no documentation of the additional structures will be required at this time; however, the Silver King and King Con aerial tramway towers shall be documented in an addendum to the Historic Preservation Plan concurrent to submittal of any future development applications.

B. Complete the inventory of historically significant structures and the preservation and restoration plan for such structures as located within the PCMR Development Agreement Property (provided such sites are confirmed to be located within the property either owned by VR CPC Holdings, Inc. or held by VR CPC Holdings, Inc. pursuant to its ground lease from TCFC LeaseCo LLC) by July 23, 2016; (upon completion of the staff approval of the preservation and restoration plan, the applicant shall come back to the Planning Commission to report on the prioritization, annual check-in schedule and progress report on work complete to date). **Complies.**

Staff met with Vail on June 8th and requested that they update the maps that had been provided to identify all of Vail's leased and owned specifically as noted above) properties in accordance with the Historic Preservation Condition of

Approval No. 4 of the 2015 MPD, as well as locate and identify by name the mine sites on these property. Staff has worked with the applicant to finalize these maps.

The submitted Historic Preservation Plan included options to stabilize the structures; however, the plan did not provide a clear timeline for when the work would be completed. The City has entered into a Memorandum of Understanding (MOU) with Vail that provides a detailed timeline for the work to be completed on the mine sites (Exhibit B). The MOU has several key points to ensuring the future preservation of the mine sites, including:

- Vail has donated to the City a preservation easement (Exhibit C) for the King Con Counterweight located on their owned property as well as licenses agreements for those sites identified by the inventory and located on property leased by the resort.
- Vail has entered into a license agreement which mirrors the preservation easement for those structures which are located on land leased by Vail. (Exhibit D)
- From 2016 through 2020, Vail will meet with City staff twice annually to discuss project prioritization, scope and funding of work to be completed on priority sites during the upcoming construction season and as funds are available.
- City staff will make an annual inspection of the mine structures to document their conditions.
- On an annual basis during a fifteen year period (2017-2031), the Resort and City will each donate one-half of the mutually agreed estimated cost budget up to a maximum per calendar year of \$6,667 to perform maintenance work during the upcoming construction season. (A total of \$100,000 will be invested by the Resort over the 15 year period on top of the \$50,000 which has already been allocated.) The funds will be used exclusively to cover costs of specifically identified and agreed stabilization, maintenance and/or security work required on the mutually agreed upon site(s). The City may expend more than the Maintenance Contribution for such work from City funds; however, the Resort is not obligated to match the City's contribution in excess of the Maintenance Contribution.

C. No later than July 23, 2016, dedicate and/or secure preservation easements for the historically significant structures (or reasonably equivalent long-term rights satisfactory of the City if easements are unavailable) for the City with respect to the identified sites within the PCMR Development Agreement Property.

Complies.

Staff and Vail have identified the party responsible for preservation maintenance, liabilities for failure to meet terms of the license or easement, and similar matters. The preservation easements and licenses have been signed and notarized. The preservation easement was recorded with the Summit County Recorder's Office

on September 19, 2016. In addition, Vail has entered into a license agreement which mirrors the preservation easement for those structures which are located on land leased by Vail.

D. In addition, by October 1, 2015, the Developer under the PCMR Development Agreement shall contribute a total of \$50,000 towards the preservation of the prioritized historically significant structures on the PCMR Development Agreement Property as approved by the Planning Department/Preservation Planner, and propose a five (5) year capital fundraising plan dedicated towards restoration/stabilization of the historically significant structures. Complete.

As noted in the July 13, 2016, staff report, Vail submitted \$50,000 to the City to be used towards the preservation of the prioritized list of historically significant structures. The applicant began work on the California Comstock last fall, but winter set in prior to completion and it did not resume until June of this year. The structure was in worse condition than initially anticipated. Staff worked in conjunction with Clark Martinez of the Xcavation Company, Inc.; Vail, a structural engineer, and the Park City Museum to determine the best course of action for stabilization. Vail has spent the full \$50,000 and the rear half of the structure has been stabilized. Work was completed at the end of August 2016.

Additionally, as previously mentioned, Park City Mountain, Park City Historical Society, and Park City Municipal announced the formation of the Friends of Ski Mountain Mining History, a new group dedicated to preserving the historic mining structures located at various locations at Park City Mountain Resort, on April 8, 2016.

Staff recommends that the Planning Commission review Staff's analysis and determine that the applicant has complied with the Historic Preservation Condition of Approval No.4. Should the Planning Commission find that the applicant is not in compliance, the site will be in violation of their MPD approved on March 25, 2015. The Planning Commission may also choose to continue the discussion.

Process

The approval of this MPD Historic Preservation Condition of Approval finding of compliance by the Planning Commission constitutes Final Action that may be appealed following the procedures found in Land Management Code § 1-18.

Department Review

The four sections of Condition of Approval #4 to the 2014 amendment to the MPD have gone through an interdepartmental review. No further issues were brought up at that time.

Notice

The property was posted and notice was mailed to property owners within 300 feet on September 14, 2016. Legal notice was published in the Park Record on September 10,

2016 according to requirements of the Land Management Code.

Public Input

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

Alternatives

- The Planning Commission may find that the applicant complies with the Historic Preservation Condition of Approval No. 4 as conditioned; or
- The Planning Commission may find that the applicant does not comply with Historic Preservation Condition of Approval No. 4 as conditioned and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the proposed Historic Preservation Condition of Approval No. 4 to the October 12th Planning Commission meeting or a date uncertain.

Significant Impacts

There are no significant fiscal or environmental impacts from this application other than what is listed on the Consequences section below.

Consequences of not taking the Planning Department's Recommendation

Should the Planning Commission find that the applicant has not complied with the Historic Preservation Condition of Approval No. 4, the site would be in violation of their MPD Amendment approved on March 25, 2015. No further applications would be reviewed or considered by the Planning Department until the applicant has complied.

Summary Recommendations

Staff requests that the Planning Commission hold a public hearing, review the Historic Preservation Condition of Approval No. 4 of the PCMR Master Planned Development (MPD), Development Agreement Mountain Upgrade Plan amendments approved on April 27, 2016, and extended on July 13, 2016, and find that the applicant is in compliance as conditioned.

Findings of Fact:

1. All Findings of Fact, Conclusions of Approval, and Conditions of Approval of the MPD Development Agreement Mountain Upgrade Plan Amendments & Conditional Use Permit dated March 25, 2015 shall continue to apply with the exception of MPD Amendment Condition of Approval No. 4 Historic Preservation as listed on the updated Condition of Approval section below.
2. Park City Mountain committed \$50,000 toward the preservation of the California/Comstock Mill. Stabilization work was completed on the California/Comstock Mill in August 2016. A completion date is not required by Condition 4.
3. The 2015 amended MPD Development Agreement requires the resort to identify and stabilize extant mining structures within its leasable area.
4. The applicant contracted SWCA Environmental Consultants (SWCA) to conduct a reconnaissance level survey of their property (aka Historic Preservation Plan),

which was completed in December 2015.

5. Following the survey, the applicant, SWCA, and the Planning Department met to create a prioritized list of endangered buildings.
6. The prioritized list of structures has been agreed to by the Park City Historical Society and Museum, the applicant, and Park City Municipal.
7. The submittal of SWCA's inventory of historic mine sites in December 2015 meets section (a) of this condition of approval.
8. The applicant entered into a Memorandum of Understanding that provides a timeline for the work to be completed on September 15, 2016, satisfying section (b) of this condition of approval.
9. The City accepted the preservation easement and licenses for the mine sites located on Vail-owned and leased property. The easement was recorded with Summit County on September 19, 2016. A license was also executed which will preserve the structures on the land leased by Vail. This satisfied section (c) of this condition of approval.
10. The first project with the initial stabilization of the California Comstock started in November 2015, and was completed in August 2016 utilizing the \$50,000 provided by the applicant. This satisfied section (d) of this condition of approval.
11. The MPD required a five (5) year fund-raising plan by the applicant to further support stabilization of the historic structures; the plan was submitted according to the terms of the approval.
12. On April 8, 2016, Park City Mountain Resort, Park City Historical Society and Museum, and Park City Municipal announced the formation of a new group dedicated to preserving the historic mining structures located at various locations at Park City Mountain named Friends of Ski Mountain Mining History.

Conclusions of Law:

1. The MPD Historic Preservation Condition of Approval No. 4 had been met;
2. The MPD Historic Preservation Condition of Approval No. 4 finding of compliance has been noticed and public hearing held in accordance with this Code.

Conditions of Approval:

1. All previous conditions of approval of the 2015-approved MPD apply.
2. No documentation of the additional structures will be required at this time; however, the Silver King and King Con aerial tramway towers shall be documented in an addendum to the Historic Preservation Plan concurrent to submittal of any future development applications.

Exhibits

- Exhibit A – PCMR MPD & CUP Action Letter
- Exhibit B – Memorandum of Understanding
- Exhibit C – Preservation Easement
- Exhibit D - Preservation License



7 April 2015

VR CPC Holdings, Inc. d/b/a Park City Mountain Resort
C/O Tim Beck
1310 Lowell Avenue
PO Box 39
Park City, Utah 84068

NOTICE OF PLANNING COMMISSION ACTION

Application #: PL-14-02600
Subject: Master Planned Development, Development Agreement, and Mountain Upgrade Plan Amendments & Conditional Use Permit
Address: 1345 Lowell Avenue
Action Taken: Approved with Conditions
Date of Action: March 25, 2015

On March 25, 2015, the Park City Planning Commission approved your requested: Amendment to the Mountain Upgrade Plan for the Interconnect Gondola and expansion of the Snow Hut on-mountain restaurant; Amendment to the Park City Mountain Resort Master Plan Development (MPD) to satisfy requirements of the 2007 annexation which requires the addition of the upper mountain ski terrain to PCMR's original MPD; and Conditional Use Permit (CUP) for a ski lift (interconnect). Your submitted application was approved subject to the following MPD/CUP Findings of Fact, Conclusions of Law, and Conditions of Approval:

MPD - Findings of Fact:

1. The site is known as Park City Mountain Resort.
2. The site address is 1345 Lowell Avenue.
3. On December 23, 2014 the applicant submitted a request to amend the existing Master Planned Development & Development Agreement.
4. The current application is an amendment to the Mountain Upgrade Plan for the Interconnect Gondola and expansion of the Snow Hut on-mountain restaurant

- AND an amendment to the Park City Mountain Resort Master Plan Development (MPD) to satisfy requirements of the 2007 annexation which requires the addition of the upper mountain ski terrain to PCMR's original MPD.
5. A Ski Lift is listed as a Conditional Use Permit (CUP) in the ROS District. CUPs are reviewed and approved by the Park City Planning Commission.
 6. In June 1997, the Park City Planning Commission approved the Park City Mountain Resort Large Scale Master Plan.
 7. The Development Agreement was recorded with the County in July 1998.
 8. The approved Master Plan includes development according to the PCMR Concept Master Plan and conditions of approval.
 9. The conditions of approval include development of skiing and related facilities identified in the Mountain Upgrade Plan.
 10. In March 2007, additional Park City Mountain Resort ski terrain was annexed into Park City Municipal Corporation known as the Annexation Agreement for the United Park City Mines Company Lands at Park City Mountain Resort.
 11. The annexation indicated that the next Development Activity Application or amendment under the PCMR MPD must add the PCMR lease land annexed to the PCMR MPD.
 12. In conjunction with the other amendments the applicant requests to fulfill the requirements of the annexation by incorporating PCMR's upper terrain into the PCMR Master Planned Development & Development Agreement.
 13. The Mountain Upgrade Plan was recorded with the Development Agreement and identifies the background/methodology, design criteria, existing ski resort facilities, Mountain upgrading plan, future expansion potential, and conclusion.
 14. The amendment of the Mountain Upgrade Plan includes the construction of those portions of the interconnect lift with Canyons Resort, and related lift towers, ski trails, terminals, buildings, infrastructure, and related appurtenances located in Park City.
 15. The interconnect gondola is not specifically referenced in the Mountain Upgrade Plan, the terrain in which the lift is proposed is already designated in the Mountain Upgrade Plan for future ski pod development.
 16. The proposed interconnect gondola will connect Park City Mountain Resort and Canyons Resort.
 17. The amendment of the Mountain Upgrade Plan also includes the expansion of the Snow Hut on-mountain restaurant.
 18. The improvement and enlargement of the Snow Hut is to improve mountain guest services.
 19. The Planning Commission held a public hearing and reviewed this request on February 25, 2015.
 20. During the February 25, 2015 Planning Commission meeting staff requested discussion by the Planning Commission on four items: building height, parking, employee housing, and historic preservation.
 21. The purpose of the Master Planned Development Amendment application public meeting is to have the applicant present their amendments and give the public and Planning Commission an opportunity to evaluate those amendments in accordance with the applicable code criteria.

22. The proposed amendment to the Development Agreement does not change approved densities.
23. The site is not located in the HR-1 or HR-2 District. The proposed amendments take place with the areas shown in the Mountain Upgrade Plan, located in the Recreation and Open Space District (zone).
24. The proposed amendments are not nearby the exterior boundary of the MPD with the exception of the interconnect line.
25. The Snow Hut on-mountain restaurant and the PCMR interconnect line terminal are a minimum of 2,000 feet from PMCR perimeter.
26. Open space is established by the approved MPD. Of the approximately 3,700 acres in the ski resort, nearly 95% of the property is considered recreation/open space (i.e. trails and forested areas).
27. The proposed projects will not materially affect the required open space.
28. The LMC indicates that the Planning Department shall review the parking analysis and provide a recommendation to the Planning Commission. The Commission is to make a finding during review of the MPD as to whether or not the parking analysis supports a determination to increase or decrease the required number of Parking Spaces.
29. The Developer shall comply with the parking mitigation plan. This plan shall be reviewed and modified, if necessary, as a part of the Small Scale MPD (CUP) for each phase to evaluate transit alternatives and demonstrated parking needs.
30. If, in practice, the parking mitigation plan fails to adequately mitigate peak day parking requirements, the City shall have the authority to require the Resort to limit ticket sales until the parking mitigation plan is revised to address the issues. The intent is that any off-site parking solution include a coordinated and cooperative effort with the City, other ski areas, the Park City School District, Summit County, and the Park City Chamber/Bureau to provide creative solutions for peak day and special event parking.
31. The replacement of the Snow Hut does not affect skier capacity and subsequently does not affect parking requirements.
32. Skiers and riders are already on the mountain during operations, and the replacement Snow Hut Lodge is designed to significantly improve service at a major connection area in a central area of the ski resort.
33. The Interconnect Gondola functions only as an access/transfer lift between existing ski operations and has not been designed with round trip skiing on it. Given it is an access lift only between the two areas there is no skier capacity increase associated with it.
34. No additional parking is impacted by the Snow Hut on-mountain restaurant expansion.
35. The applicant indicated that in 2014 the Snow Hut has 154 indoor seats and 200 outdoor seats.
36. The Mountain Upgrade Plan called for several items in the conclusion of Section III - Existing Ski Resort Facilities, one of which was to position additional on-mountain seating to accommodate existing and upgrade facilities.
37. The Mountain Upgrade Plan indicated that the Snow Hut needed additional seating based on the seating requirement summary based on logical distribution

- of the CCC. As indicated in the document in 1997, the Snow Hut had 168 indoor seats available but should have 414 indoor seats.
38. The applicant currently proposes to increase the indoor seating from the 168 indicated in 1997 to approximately 500 and the outdoor seating to stay the same at approximately 250 seats (indicated in 1997).
 39. The net increase, from what was necessary in 1997, is 86 seats, which is 21% above the required number of seats.
 40. The increase of 86 indoor seats (1997) from the identified CCC necessitates no additional parking at the base since the skier capacity is not affected.
 41. Skiers are already on the mountain during operations and the CCC remains unchanged.
 42. The proposed Interconnect Gondola does not need more parking as it functions only as an access/transfer lift between existing ski operations and has not been designed with round trip skiing on it.
 43. The approved and recorded Development Agreement states that parking mitigation is reviewed at each Small Scale Master Planned Development (Conditional Use Permit) approval.
 44. The review that occurred for "Parcel A," was satisfied, noting that no additional parking issues would be occurring until later phases were built-out at the base.
 45. The applicant requests an increase in building height for the Snow Hut expansion.
 46. In the ROS District no structure may be erected to a height greater than twenty-eight feet (28') from existing grade.
 47. To allow for a pitched roof and to provide usable space within the structure, a gable, hip, or similar pitched roof may extend up to five feet (5') above the Zone Height, if the roof pitch is 4:12 or greater.
 48. The majority of the proposed new building does not meet the maximum roof height, according to its corresponding roof pitch, of either 28 or 33 feet.
 49. The corner on the left on the front elevation is approximately 52 feet above existing grade.
 50. The corner on the right on the front elevation is approximately 68 feet above existing grade.
 51. The front elevation has the tallest points found on the proposed snow hut expansion.
 52. When viewed from the side elevation, north, about a quarter of the building on the right meets the maximum of height 28/33 feet.
 53. When viewed from the other side, south elevation, two thirds (2/3s) of the building from the left on the lowest form and about 1/3 of the ridge towards the left meets the maximum building height.
 54. When reviewing the rear of the building, west elevation, the entire wall (rear façade) meets the maximum height.
 55. The roof however, as indicated on the other elevations does not meet the height.
 56. It is estimated that approximately 70% of the overall roof does not meet the maximum corresponding building height.

57. In order to grant building height in addition to that which is allowed in the ROS District, underlying zone, the Planning Commission is required to make specific findings Outlined in LMC § 15-5-5(F)(1)-(5).
58. The proposed increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone required Building Height and Density.
59. Even though the building is indeed tall, not just in form but also due to the terrain (height measured from existing grade per Park City codes), the proposed building is a one (1) story building which maximizes sun-light exposure from the windows on the front, east elevation.
60. There is no density increase as the existing support commercial use for the restaurant does not require use of unit equivalents. A different design with the same capacity at height would result in greater site disturbance, grading and less architectural variation.
61. The proposed Snow Hut is remote from any other building.
62. The minimum setback for the building is 2,000 feet. No other structures, except ski lifts are within this area. No impact to view, solar access, shadows, or other criteria will occur.
63. The site is centralized in the upper mountain of the existing ski resort, and not generally visible from developed off-site locations in Park City. As a ski resort operation, the site will be re-vegetated with a proven seed mix.
64. The adjacent open space is designated ski terrain. With approximately 3,700 acres of ski terrain the proposed projects 17,200 square feet of footprint will have no effect on open space or its usability.
65. The proposed height of the building is the result of a combination of the single story accessible design and the roof design which does not shed snow to public areas or decks, and does not require heat taping in roof valleys or edges to prevent large icicle development.
66. The large glazed areas are designed to maximize solar gain in support of the project sustainability goals. Interruptions in the roof plane would interrupt snow shed and possible increase height with no purpose.
67. There are no other buildings within one-half mile to match roof façade or variations.
68. The proposed roof form maximizes sun-light exposure on the east elevation.
69. The proposed one (1) story structure meets the following Architectural Design Guidelines outlined in LMC § 15-5-5.
70. The Architectural Style and Motif is not prohibited by the LMC.
71. The proposed siding is not prohibited by the LMC.
72. The applicant proposes the following three (3) main exterior wall materials on the front and side elevations: 1. reclaimed board and batten; 2. horizontal chinked trestlewood; and 3. rusted corten ribbed siding. The applicant proposes concrete masonry unit (CMU) on the bottom half of the rear elevation.
73. Applicant proposes a dark green shingle roof and a metal standing seam for the two smaller shed roofs as seen on the rear, west elevation.
74. The combination roof shape is not listed under prohibited roof forms.
75. Window treatments are not prohibited by the code.

76. The applicant has not submitted plans regarding this provision.
77. The project shall fully comply with any provisions indicated in the LMC or approved MPD regarding lighting.
78. The applicant has not submitted plans regarding this provision.
79. The project shall fully comply with any provisions indicated in the LMC or approved MPD regarding trash/recycling enclosures.
80. The applicant has not submitted plans regarding this provision.
81. The project shall fully comply with any provisions indicated in the LMC or approved MPD regarding mechanical equipment.
82. LMC § 15-5-8 indicates the following regarding façade length and variations, following: Structures that exceed 120 feet in length on any facade shall provide a prominent shift in the mass of the Structure at each 120 foot interval, or less if the Developer desires, reflecting a change in function or scale. The shift shall be in the form of either a fifteen foot (15') change in Building Facade alignment or a fifteen foot (15') change in the Building Height. A combination of both the Building Height and Building Facade change is encouraged and to that end, if the combined change occurs at the same location in the Building plan, a fifteen foot (15') total change will be considered as full compliance.
83. The east elevation, front does not meet the façade façade length and variations requirement.
84. The façade is 140 feet long and does not provide a prominent shift in the mass of the structure.
85. The north and south elevations provide appropriate breaks, both horizontally and vertically (height) where a shift was incorporated in the design.
86. The west elevation, rear, meets the shift in the form of a fifteen foot (15') change in the building height.
87. LMC § 15-5-7 indicates that in some cases, the Planning Director, may vary from these standards if warranted by unusual or unique circumstances. This may result in variation from the strict interpretation of this section and may be granted by the Planning Director.
88. The Planning Director has reviewed the submitted plans and finds that the site is unusual and unique due to its remote location.
89. The Snow Hut is located on the mountain, accessible to skiers.
90. The location of the Snow Hut is not in a typical Park City neighborhood.
91. The intent of the façade length and variation criteria is to break up the massing of buildings so that they relate to the pedestrian scale.
92. The amount of glass on the front, east elevation, also helps mitigate the width of the building adding an aesthetically pleasing component.
93. When the Planning Commission grants additional Building Height due to a Site Specific analysis and determination, that additional Building Height shall only apply to the specific plans being reviewed and approved at the time. Additional Building Height for a specific project will not necessarily be considered for a different, or modified, project on the same Site.
94. The additional height due to the specific site analysis is not detrimental and in compliance with applicable LMC standards regarding the height allowance.

95. The Snow Hut Lodge is located on the footprint of the existing building and against an existing hill side to maximize skier circulation in the area.
96. Placing excavated material on site will remove the reverse slope between the King Con run and the building location. Skier circulation down to the King Con lift will be improved by the site grading on Broadway and the new location of the building.
97. The Interconnect Gondola is located not to interfere with skier circulation and provides direct access to the Snow Hut Lodge.
98. No retaining structures are proposed. Site grading is minimized while providing an on-snow / no stairs access to Snow Hut.
99. Existing summer biking and hiking trails on the Park City Mountain Resort side of the project are avoided to extent possible. Within the Summit County portion of the site, the evacuation routes may cross existing biking / hiking trails within the terms of the property agreements with trail operators and landowners.
100. Snow storage is on-site. The building is designed to shed snow away from public areas and service doors.
101. Refuse and recycling will take place in the building footprint consistent with the sustainability goals of Park City Mountain Resort. Refuse removal will not change from current operations.
102. Transportation to the site is via lifts, skiing and snowboarding only. No public vehicle access is proposed.
103. Significant vegetation is retained and protected.
104. Vegetation removed for site grading consists mainly of existing ski runs grasses and brush. The lift line corridor will require tree removal but ground disturbance will only occur in lift tower areas, base terminal area and evacuation route construction.
105. The visual simulations have been conducted properly for review of viewshed and ridgeline protection. The terminal structure minimizes the intrusion on the ridgeline from either east or west sight lines.
106. The lift line impacts are reduced as it is below the sky line and in many places within a forested area.
107. A visual analysis from designated viewpoints has been submitted to illustrate the visual effects of the proposed lift system.
108. The interconnect gondola system, towers and terminals, and evacuation route in Thaynes Canyon are shown on the visual simulation from the designated viewpoints.
109. The location of the proposed Snow Hut building is also shown in the simulations.
110. All other elements of the Sensitive Land analysis for the original MPD remain in effect and unchanged by this project.
111. The MPD Development Agreement states the following:
Developer shall construct or provide deed restricted off-site housing for 80 PCMR employees on or before October 1, 2003. The rental rate (not including utilities) for the employee housing will be determined by the City Council Housing Resolutions Establishing Guidelines and Standards, but will not exceed 1/3 of the employee's base gross wages. The rental rate shall be assured in perpetuity through deed restrictions in form and substance satisfactory to the City.

Developer must commence construction or complete the purchase of housing to accommodate 80 employees within 90 days of receiving a Small Scale MPD which, in combination with previously granted Small Scale MPDs, represent approvals for a total of 50% of the total square footage of the Concept Master Plan. Developer must work expeditiously to complete the employee housing project(s). In no case shall Small Scale MPDs, which represent approvals for a total of 60% of the Small Scale MPDs within the PCMR Concept Master Plan, be issued until the required housing is available for occupancy. Park City will provide Developer a letter of compliance when it fulfills this requirement.

If there is a downturn in the market, and the Developer fails to obtain approval for 60% of the Small Scale MPDs within the PCMR Concept Master Plan, on or before October 1, 2003, Developer shall, at a minimum acquire, by lease or by purchase its proportionate obligation to produce employee housing, and shall offer such housing to employees at a price at or below Park City's applicable affordable housing rates and standards. For example, if only 40% of the Small Scale MPDs have been approved by October 1, 2003, Developer shall provide housing for 32 PCMR employees at the lesser of the City's Affordable Housing rate or no more than 1/3 of the employee's monthly income. Once Developer ultimately achieves the 60% Small Scale MPD approval, it must provide deed restricted housing for all 80 employees as detailed above.

112. The existing MPD contains the requirement for employee housing, this project does not change these requirements.
113. Employee housing is actually triggered ONLY by the receipt and approval of Conditional Use Permits (Small Scale MPD's) of the base area, "Parcels A - E."
114. As indicated in the Development Agreement, there was a trigger date of October 1, 2003, for 60% of the Small Scale MPDs (CUPs for each parcel), with an exception of a market downturn hit, which did take place.
115. Under this situation, the employee requirement was proportionally based on approved Small Scale MPD's (CUPs for each parcel).
116. The Planning Department calculates, Parcel A, the first and only approved Small Scale MPD/CUP for Marriott Mountainside/Legacy Lodge, accounted for approximately 334,000 total s.f. of the total 1,156,787 s.f. in the Large Scale Master Plan or 28.8% of the required housing for 80 PCMR employees. This equates to housing for 23 PCMR employees required after October 1, 2003.
117. Section 2.2 of the Development Agreement states, "In no case shall Small Scale MPDs...be issued until the required housing is available for occupancy."
118. No additional base parcels can be approved until the housing for the 23 PCMR employees are available and in use.
119. The employee housing requirement is not triggered by the requested amendment for on-mountain upgrades, updates, etc.
120. No child care is proposed in this application.
121. The project does not affect possible child care demands.
122. The City has received a map and list of known Physical Mine Hazards on the property.

123. A mine hazard mitigation plan has also been submitted to the City with appropriate mitigation. The map and mitigation plan are filed in the office of the City's Environmental Regulatory Program Manager and mitigation is scheduled to be completed by December 1, 2015.
124. Proposed development activity is not anticipated to encounter known historic mine waste.
125. The site is not within the soils boundary. In the event mine waste is encountered, it must be handled in accordance to State and Federal Law.
126. In accordance with LMC §15-8-5 (B)(15) and (C)(9), the prior applicants at the time of the 2007 annexation agreed to update the Preservation Plan submitted in 2000 for the additional annexed area.
127. The 2007 annexation included the following analysis in the February 1, 2007 staff report:

18. Historic and cultural resources. This annexation will include historic mining era structures within the Park City limits. The Silver King mine and other mining structures throughout the annexation area are more than 50 years old and would be considered to be historic structures due to the age of construction. No determination of historical significance has been made. Any changes to the historic buildings would require review by the Planning Department for compliance with the LMC preservation ordinance and Historic Design Guidelines. The Flagstaff Historic Preservation Technical Report will necessarily need to be amended to include those resources within the annexed area. The annexation therefore has a significant public benefit in the area of historic or cultural resources, in that several historic structures will be included within the City limits. If the structures are rehabilitated to building code, resort support uses could be permitted subject to a Conditional Use Permit.
128. Finding of Fact no. 7, of the 2007 annexation indicated that the proposed annexation protects the general interests and character of Park City including several historic mining era structures within the Park City Boundary.
129. The applicants agreed to update the mitigation as identified in the original Annexation Agreement regarding historic preservation:

Historic Preservation. The Historic Preservation Plan, at a minimum, shall contain an inventory of historically significant structures located within the Project and shall set forth a preservation and restoration plan, including a commitment to dedicating preservation easements to the City, with respect to any such historically significant structures. The head frame at Daly West site is historically significant.
130. The Annexation Agreement for the United Park City Mines Company Lands at PCMR tied the various agreements together.
131. This 2007 Annexation is conditioned upon the Amended and Restated Development Agreement For Flagstaff Mountain, the Talisker Conservation Deed Restriction and the Conservation Easement executed and recorded herewith. (Annexation Agreement paragraph 26).
132. The inventory is to be completed to comply with the 2007 Annexation and the Preservation and Restoration Plans are finished and approved by the City.

133. A Condition of Approval to this MPD amendment requiring completion of the outstanding inventory and subsequent Preservation and Restoration Plans prior to the City accepting any application for base area development is to be added.
134. The Preservation and Restoration plans shall also indicate a stabilization timeframe for each site.
135. In accordance with LMC §15-8-5(C)(3), the prior applicants at the time of the 2007 annexation acknowledged numerous trails in the annexed area, and their public use through dedication to the Park City Master Trails Map. See exact language below:
5. Trails. Numerous trails exist on the annexation property. These trails will be available for public use subject to reasonable restrictions due to construction, maintenance, and environmental factors including wildlife and erosion. The existing and any newly required trails shall be added to the Park City Master Trails and as necessary dedicated to the City either on the Annexation plat or at the time of PCMR MPD amendment.
136. A Condition of Approval to this MPD amendment requiring trails language needs to be added to this approval.
137. The proposed Interconnect Gondola and Snow Hut on-mountain restaurant are not detrimental impacts of the Mountain Upgrade Plan.
138. The Interconnect increases accessible terrain as it connects PCMR with the Canyons Resort.
139. The Snow Hut expansion reduces the resort's restaurant seating deficiencies.

MPD - Conclusions of Law:

- A. The MPD Amendment, as conditioned, complies with all the requirements of the Land Management Code;
- B. The MPD Amendment, as conditioned, meets the minimum requirements of Section 15-6-5 herein;
- C. The MPD Amendment, as conditioned, is consistent with the Park City General Plan;
- D. The MPD Amendment, as conditioned, provides the highest value of Open Space, as determined by the Planning Commission;
- E. The MPD Amendment, as conditioned, strengthens and enhances the resort character of Park City;
- F. The MPD Amendment, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
- G. The MPD Amendment, as conditioned, is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;
- H. The MPD Amendment, as conditioned, provides amenities to the community so that there is no net loss of community amenities;
- I. The MPD Amendment, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.

- J. The MPD Amendment, as conditioned, meets the Sensitive Lands requirements of the Land Management Code. The project has been designed to place Development on the most developable land and least visually obtrusive portions of the Site;
- K. The MPD Amendment, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; and
- L. The MPD Amendment has been noticed and public hearing held in accordance with this Code.
- M. The MPD Amendment, as conditioned, incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application.
- N. The MPD Amendment, as conditioned, addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies.
- O. The MPD Amendment, as conditioned, addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance.

MPD - Conditions of Approval:

- 1. The project shall fully comply with any provisions indicated in the LMC or approved MPD regarding lighting, trash/recycling enclosures, mechanical equipment, etc.
- 2. In the event mine waste is encountered, it must be handled in accordance to State and Federal Law.
- 3. Employee Housing
Unless Section 2.2 of the Development Agreement is previously satisfied by the developer in an off-site location which shall include employee housing required by the development of Parcel A (the "Required Employee Housing"), or an updated housing plan is approved by the Housing Authority, the Developer shall include as part of the next application for a Small Scale MPD/CUP approved after March 25, 2015 under the Development Agreement for Parcels A-E (the "Next Small Scale MPD Application") an affordable housing plan subject to Park City Housing Authority approval per the Housing Resolution in effect at the time of application for the Required Employee Housing and the employee housing required for the Next Small Scale MPD/CUP Application as determined by such resolution. Unless otherwise approved in the housing plan or previously satisfied, a completion bond or letter of credit in a form approved by the City Attorney will be required for the Required Housing as a condition of building permit issues for the Next Small Scale MPD. Nothing in this condition shall be deemed to relieve any owner or prior developer of Parcel A from any liability that may exist to the City, the Developer, or any future developers in the MPD for failure to comply with Section 2.2 of the Development Agreement.
- 4. Historic Preservation:
In furtherance of assisting the developers in meeting their obligations under Section 2.9.3 of the Amended and Restated Development Agreement for

Flagstaff Mountain dated March 2, 2007, the Developer under the PCMR Development Agreement shall, (a) identify historically significant structures within the PCMR Development Agreement Property by October 1, 2015, (b) complete the inventory of historically significant structures and the preservation and restoration plan for such structures, as located within the PCMR Development Agreement Property (provided such sites are confirmed to be located within the property either owned by VR CPC Holdings, Inc. or held by VR CPC Holdings, Inc. pursuant to its ground lease from TCFC LeaseCo LLC) by March 25, 2016; (upon completion of the staff approval of the preservation and restoration plan, the applicant shall come back to the Planning Commission to report on the prioritization, annual check-in schedule and progress report on work complete to date) and (c) no later than March 25, 2016, dedicate and/or secure preservation easements for the historically significant structures (or reasonably equivalent long-term rights satisfactory to the City if easements are unavailable) for the City with respect to the identified sites within the PCMR Development Agreement Property. In addition, by October 1, 2015, the Developer under the PCMR Development Agreement shall contribute a total of \$50,000 towards the preservation of the prioritized historically significant structures on the PCMR Development Agreement Property as approved by the Planning Department/Preservation Planner, and propose a five (5) year capital fundraising plan dedicated towards restoration/stabilization of the historically significant structures. Nothing herein shall release the original Flagstaff Mountain Developer (e.g., United Park City Mines) or current property owner from any existing obligation under the Ordinance 07-10, and all related agreements including the Amended and Restated Development Agreement for Flagstaff Mountain dated March 2, 2007.

5. Trails:

Public trails existing at the time of annexation in 2007 were added to the Park City Master Trails Plan in 2008 as depicted on Exhibit P. Developer is finalizing survey and other closing matters with regards to their acquisition and ground lease of the property. A final trails plan shall be submitted and evaluated as part of the next application for a Small Scale MPD/CUP approved after March 25, 2015 under the Development Agreement for Parcels A-E (the "Next Small Scale MPD Application") to determine which existing trails or any newly required trails are required to be dedicated to the City. Unless such trails are previously dedicated by plat/subdivision, prior to the issuance of a Certificate of Occupancy for the Next Small Scale MPD Application, the Developer and any other necessary owner/party shall execute an irrevocable offer of dedication or easement in compliance with the requirements of Section 5 of the Annexation Agreement which remains in full force and effect, and states: Numerous trails exist on the annexation property. These trails will be available for public use subject to reasonable restrictions due to construction, maintenance, and environmental factors including wildlife and erosion. The existing and any newly required trails shall be added to the Park City Master Trails and as necessary dedicated to the city either on the Annexation plat or at the time of PCMR MPD amendment.

CUP - Findings of Fact

1. LMC § 15-4-18 indicates that the location and use of a passenger tramway, including a ski tow or ski lift, is a Conditional Use.
2. CUPs under this section shall be issued only after public hearing before the Planning Commission, and upon the Planning Commission finding that all the following conditions can be met.
3. The interconnect complies with the Ownership of Liftway and Public Purpose criteria.
4. The interconnect complies with the Width, Utility Clearance, Liftway Setback, State Regulation, criteria, as conditioned.

CUP Conclusions of Law:

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

CUP - 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. 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.
7. This Conditional Use Permit approval will expire on March 25, 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.

Please be aware that the approval of this MPD Amendment and Conditional Use Permit by Park City in no way exempts the property from complying with other requirements that may be in effect on the property, and building permit regulations, as applicable. It is

the responsibility of the property owner/applicant to ensure compliance with these regulations.

Land Management Code (LMC) § 15-6-4(G) indicates the following regarding Development Agreement ratification:

The Development Agreement shall be ratified by the Planning Commission, signed by the City Council and the Applicant, and recorded with the Summit County Recorder. The Development Agreement shall contain language, which allows for minor, administrative modifications to occur to the approval without revision of the agreement. The Development Agreement must be submitted to the City within six (6) months of the date the project was approved by the Planning Commission, or the Planning Commission approval shall expire.

As the applicant, this letter is intended as a courtesy to document the status of your request. The official minutes from the Planning Commission are available in the Planning Office. We will continue to work with you closely on the project. If you have questions regarding your application or the action taken please don't hesitate to contact me at 435-615-5064 or fastorga@parkcity.org.

Sincerely,



Francisco Astorga
City Planner

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into effective as of the 15 day of September, 2016, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and body politic (the "City"), and VR CPC HOLDINGS, INC., a Delaware corporation (the "Resort"), each a "Party" and collectively the "Parties" herein.

Recitals

A. The Resort operates a ski resort and summer recreational facility known as Park City Mountain Resort ("PCMR") in Park City and in Summit County, Utah, a portion of which is located within the boundaries and jurisdiction of the City.

B. On March 25, 2015, the City approved a conditional use permit (the "CUP"), which approved among other things, the construction of a ski lift/gondola to "interconnect" PCMR and the former Canyons Resort into a single integrated ski resort and recreational facility now known as "Park City Mountain Resort."

C. Condition No. 4 of the CUP required the Resort to take certain actions with respect to "Historic Mining Structures" on property owned by or under long term lease to the Resort and which are located within the City boundaries, by the dates set forth therein, including specifically, the inventory of certain structures and granting of historic preservation easements, or their equivalent, with respect to historic mining structures as set forth in the CUP.

D. On or about December 31, 2015, the Resort caused a "Preservation Plan For Selected Historic Mining Structures" to be performed by SWCA Environmental Consultants (the "Inventory"). The Inventory identified and prioritized suggested work on particular historic mining structures and sites within the City (hereinafter the "Sites"). The Inventory has been approved by the Parties. The City through its historic preservation planning staff (the "Staff") has further designated certain of the Sites as having priority status with respect to stabilization and preservation efforts, by identifying such Sites as "Gold" (highest priority), "Silver" (lesser priority), and "Bronze" (low priority). Subsequent to the Inventory, the Staff identified a few additional Sites which it believed should be subject to certain of the agreements between the Resort and City, although not currently listed in the Inventory, and the Resort has approved including those Sites in the Inventory as reflected in this Agreement, to the extent located within the Resort boundary. The Gold, Silver and Bronze Sites are listed on Exhibit "A" attached hereto and incorporated herein. The Gold and Silver Sites are hereinafter referred to as "Priority Sites").

E. Concurrently herewith, pursuant to the CUP, the Resort has executed and delivered to the City an "Historic Preservation Easement Agreement" (the "Easement") with respect to the Silver King Consolidated Mine Counterweight Site located on property owned by the Resort, and an "Historic Preservation License Agreement" (the "License") with respect to certain other Sites identified in the Inventory and located on property under long term lease by the Resort from third parties.

F. The Parties desire to set forth the mutually agreed process, scope and limitation of responsibilities for identifying, prioritizing and performing certain preservation stabilization, securing, and maintenance with respect to mutually agreed Sites, for the limited time periods as set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth herein, the Parties agree as follows:

1. Process for Determining Work to Be Done on Sites. From 2016 through 2020, while any funds are available for stabilization and preservation work on projects on Priority Sites, the Resort agrees to meet with the City's Staff, at a minimum, twice a year to discuss project prioritization, scope and funding of any work to be done on any Priority Site during the upcoming construction season. Unless mutually agreed upon by the Resort and the City, all Priority Sites upon which any work is to be done or project performed shall be located on the Resort's leased or owned land within the City. The Parties acknowledge that the initial Priority Site upon which it was mutually agreed that stabilization and preservation work would take place (California Comstock) is not located within City boundaries, nor is it located on land owned by or under long term lease to the Resort. Notwithstanding that, the Parties agree that this Agreement shall be applicable to that Site, including specifically Section 7 below. Unless otherwise mutually agreed by the Parties, it is not anticipated that any stabilization or preservation work will be performed on Sites that are not Priority Sites, but that upon mutual agreement by the Parties to allocate available funds for such purposes, such non-priority Sites may be secured.

(a) Prior to March 1 of each year from 2016 through 2020, the scope of the meeting shall be focused on selecting a Site or Sites and proposed project for work during the upcoming construction season. This shall include:

- (i) City inspecting the Sites to evaluate their condition and potential work to be performed;
- (ii) Evaluation of available funding;
- (iii) Selection of a project;
- (iv) Communication and coordination, as necessary, with the Friends of Ski Mountain Mining History ("FSMMH"); and
- (v) Determination of the necessary permitting process, including timelines and responsible parties.

(b) Prior to November 1 of each year from 2016 through 2020, the scope of the meeting shall be focused on review and documentation of the prior construction season's work and funding strategies for the upcoming year's project. This shall include:

- (i) Review of the process, timeline and costs associated with the most recent construction season's project(s);

- (ii) Determination of scope, process, responsibility and timeline for documenting and recording the project's work;
- (iii) Determination if additional work is needed for the following year for the recently secured, stabilized or completed Site;
- (iv) Assessment of remaining funds and identification of funding strategies for the next year's budget;
- (v) Review and update of projects and Priority Sites; and
- (vi) Preparation by the Staff after consultation with the Resort of an annual report to the Planning Commission.

2. Performance of Work on Sites.

(a) Unless otherwise agreed in writing, the Resort shall be the contracting party on the mutually agreed securing (e.g., fencing, boarding-up, etc.), stabilization and preservation work on Sites. The Resort may apply its customary policies, procedures and requirements, including without limitation, insurance and workmen's compensation requirements, to all contractors, subcontractors and materialmen working at a Site or accessing a Site through PCMR.

(b) The agreement to proceed with securing, stabilization and preservation work on a Site is subject to and conditioned upon the availability of funds to pay for such work. It is anticipated that those funds will consist of the balance of the initial \$50,000 donated by the Resort, the proceeds of donations to the Capital Fund solicited and obtained by the FSMMH (the "Capital Fund"), and the Maintenance Contributions by the City and the Resort described in Section 3(a) below. No work shall be approved or undertaken by the Parties unless funds are available or committed in the City held account and/or Capital Fund described below (to be administered by the City or FSMMH, as mutually agreed) to pay for such work.

(c) In connection with, or prior to, any work being performed, the Resort shall submit work plans and cost estimates to the Staff. Prior approval by the Staff must be received before commencing any work to be paid for from the remainder of the \$50,000 initially deposited by Resort with the City, and for any subsequent work to be paid for from the Capital Fund (to be held and administered by the City or FSMMH, as mutually agreed), or from the Maintenance Contributions to be held by the City. All invoices must contain a detailed description of the work performed or provided under that invoice. Staff approval that the work performed under any invoice is within the agreed upon scope of work for the Site is required prior to payment by the City of any invoice for previously approved work. For any work paid for by the Capital Fund, the FSMMH must approve any expenditures to be paid from donations which flow from or through the FSMMH. The Capital Fund shall be subject to annual nonprofit accounting requirements, both state and federal, applicable to qualified 501(c)(3) entities. Staff will review, approve and cause the City to pay requests for disbursement within fifteen (15) days of receipt of an

invoice for work performed, provided the work is within the agreed upon scope of work. At its option, the City may also require lien waivers from contractors paid from previous draw requests or disbursements (e.g., lien waivers provided "in arrears"), in accordance with ordinary and customary construction practices. The Parties agree to use their best efforts to obtain a binding agreement from FSMMH that in the event FSMMH is the party disbursing funds to pay for work from the Capital Fund, that FSMMH will timely review, approve and disburse with respect to invoices to be paid from funds held in the Capital Fund. The Parties hereby mutually agree that they will not unreasonably withhold, delay or condition approvals for payments for completed work, to the extent funds are available for such payments and the payments comply with otherwise applicable laws, rules and regulations.

3. Inspection, Stabilization and Securing of Sites and Stabilization and Maintenance of Priority Sites. Prior to March 1, 2017, and prior to each March 1st annually thereafter until March 1, 2031, following Staff's annual inspection of the Sites, the Resort and Staff shall meet to discuss issues related to (i) potential securing, stabilization, maintenance and/or repair of the Priority Sites identified in the approved Inventory or additional Sites on Exhibit "A" hereto, or otherwise mutually agreed upon, and which are located on Resort's leased or fee property with priority to be given to those Sites upon which stabilization or preservation activities have occurred, and (ii) the potential need to secure any Sites to which no stabilization/preservation work has been done in order to deter vandalism, damage or destruction or to stabilize such Sites. The Resort and Staff shall consider the recommendations of the FSMMH with respect to potential maintenance, stabilization and security needs of Sites. The obligation to inspect the Sites for the purposes of this Agreement shall be upon the City, and the Resort shall have no obligation to inspect or to monitor the Sites, except to the limited extent necessary for the Resort to fulfill its obligations under the Easement and the License. To the extent the Resort and Staff agree that certain maintenance, stabilization and/or security work is required and should be completed in the upcoming construction season for mutually agreed Sites for such year, and that previously donated or allocated funds on hand are not sufficient to pay for such work, Resort and City will agree on a "scope of work" and estimated cost budget for such maintenance and security work for the upcoming year, subject to the following terms and conditions.

(a) On an annual basis during such fifteen year period (2017-2031), Resort and City will each donate one-half of the mutually agreed estimated cost budget up to a maximum per calendar year of Six Thousand Six Hundred and Sixty Seven Dollars (\$6,667) each to perform such work in the upcoming construction season (the "Maintenance Contribution"). The Resort's obligation to pay the Maintenance Contribution shall be contingent on the City's donation of an equal amount. These funds shall be used exclusively to cover costs of specifically identified and agreed stabilization, maintenance and/or security work required on mutually agreed Sites. City may, at its option, expend more than the Maintenance Contribution for such work from City funds; provided, however, that Resort shall have no obligation to match the City's contribution in excess of the Maintenance Contribution. The City and Resort shall both have the option, in their sole discretion, to pay all or a portion of the annual Maintenance Contributions in advance, upon written notice to the other Party, and to credit the amount

of prepaid Maintenance Contributions against the next year's or years' Maintenance Contributions that would otherwise be payable by such Party.

(b) Resort's and the City's obligation for the Maintenance Contribution shall terminate after the fifteenth (15th) anniversary of the first Maintenance Contribution by the Resort, or at such earlier date as donated funds become sufficient to pay for all necessary maintenance, stabilization and/or security work for Priority Sites for the remainder of the fifteen (15) years governed by this provision. Resort shall thereafter have no further monetary or performance obligation with respect to monitoring, maintenance, repair or securing of Sites or other sites identified in the Inventory or otherwise located on property owned or leased by the Resort or any other property. In no event shall Resort's obligation to donate funds for stabilization, maintenance, repair and security of Sites hereunder exceed One Hundred Thousand Dollars (\$100,000) in the aggregate, or extend beyond fifteen (15) years (*e.g.*, beyond 2031). It is contemplated that any funds for maintenance and preservation of Sites after 2031 shall be obtained solely from and be dependent upon donations by the public at large to FSMMH. However, the Resort and the City may elect to meet following expiration of the agreement to provide joint Maintenance Contributions and discuss a potential future arrangement for supporting and maintaining the Sites, provided no further financial obligations shall exist or be implied on the Parties unless specifically mutually agreed in a subsequent writing signed by the Parties.

(c) Maintenance Contributions donated by the Resort and City for these purposes during this fifteen year period which are not spent for such purposes within the calendar year in which they are donated will be carried over and combined with the Maintenance Contribution for the following year, to be applied toward the mutually agreed scope of work for the following year, so that yearly Maintenance Contributions can accumulate to fund larger maintenance and stabilization projects, if necessary. Maintenance Contributions will be held by the City in an appropriate account, and disbursed to pay for work upon mutual agreement of the Resort and Staff. The City will advise the Resort at least annually on the status of the account, and provide a copy of the account statement or its equivalent reflecting all payments into and disbursements from the account.

(d) It is the intent that the Resort's and the City's donations be used and expended equally for such stabilization, maintenance and security costs, unless a Party elects to prepay Maintenance Contributions as provided in Section 3(a) above. The Resort's Maintenance Contribution shall be delivered to the City within thirty (30) days of the Resort's receipt of written notice that the City has paid its maintenance Contribution for such calendar year.

(e) Unless otherwise agreed in writing between the Parties, the Resort shall be the contracting party for all required maintenance, repair and security work to be performed for the agreed fifteen (15) year period on Sites, and the Resort may require such licenses, bonding, insurance and other conditions and requirements for third parties performing such work on behalf of the Parties as the Resort customarily imposes on third

party contractors working at PCMR. The City shall waive any permit, inspection and other fees applicable to work contracted for by the Resort or the City pursuant to this Agreement. Nothing in the Resort's status as the "contracting party" shall impose any payment obligations or other financial liability on the Resort, except as otherwise expressly set forth herein with respect to the Maintenance Contribution described above. At its sole option, and upon written notice to the Resort, the City may elect to perform, or be the contracting party to perform work on Sites as set forth in Section 4 below.

(f) Nothing herein shall be deemed to impose any obligation or legal liability on the Resort for maintenance, repair and security of Sites, except as expressly provided herein and mutually agreed between the Resort and the City, and no ongoing obligations beyond those, if any, expressly set forth in the Easement and the License shall be implied or exist.

4. City's Option to Perform or Contract For Work. The City shall have the option, in its sole discretion, and without any obligation express or implied, to perform or cause to be performed, security, stabilization, maintenance, repair, or preservation work on Sites, upon thirty (30) days prior written notice to the Resort, and in accordance with and subject to the following terms and conditions. So long as the Easement and License remain in effect, the Resort shall permit and allow access to the City, and to the City's contractors or designees, at all reasonable times, in the event the City elects to secure, stabilize, maintain or repair a Site located at PCMR and within the boundary of the City, to maintain the structural soundness and safety of the Site, including any emergency work.

i) Any contractors or materialmen engaged by the City to perform work on a Site shall be duly licensed, shall provide all employees entering upon PCMR or working on the Site with worker's compensation insurance, and shall be insured under a commercial general liability policy in an amount not less than \$2,000,000 per occurrence, and any such insurance shall name The Resort as an additional insured as its interest may appear with respect to such work.

ii) The Resort shall have no obligation to maintain or repair the Site where work has been undertaken by the City, nor any obligation to pay for or reimburse the costs incurred by the City of any such maintenance or repair of the Site, except for and only to the extent of the Resort's mutual agreement, if any, with the City as provided in this Agreement.

iii) Any securing, stabilization, maintenance, repair or construction with respect to a Site which the City elects to undertake under this Agreement shall be coordinated with the Resort's Director of Mountain Operations, and shall be performed in a manner that does not interfere with the Resort's operation of PCMR for its intended purposes. Except for emergency work (which shall also not interfere with the Resort's operation of PCMR), any work which the City elects to do shall be done during the upcoming (non-winter) construction season.

iv) Any contractors, materialmen and other persons entering onto PCMR or working on a Site at the City's request, shall defend, indemnify, and hold the Resort harmless from any and all claims, liabilities, suits, demands, and causes of action arising from, or related

to, entering upon PCMR or any work performed thereon, including without limitation, any work on a Site.

v) City shall exercise reasonable judgment and care in performing its obligations and exercising its rights under the terms of this Agreement, shall not interfere with the operation of PCMR, and shall not unreasonably withhold its consent when called for under the terms of this Agreement.

5. Satisfaction of CUP Conditions. Except with respect to any requirements, if any, which require ongoing work by the Resort, and except for the Resort's continuing obligations under the Easement, the License, and this Agreement, the City acknowledges the Resorts' satisfaction of and compliance with, condition no. 4 of the CUP.

6. Non-Modification of CUP. The Parties acknowledge and agree that nothing herein shall be deemed an amendment or modification of the CUP, which remains in full force and effect, except as previously extended or modified by the City, and that this Agreement is intended to clarify and supplement, for the limited time periods set forth herein, the Parties' agreements with respect to the Easement and License.

7. Sites Not Owned by Resort or Under Long Term Lease. With regard to any Sites listed on Exhibit "A" which are located on land which is not owned by the Resort, or under long term lease by TCFC LeaseCo LLC to the Resort, and is therefore not subject to the Easement or License, respectively, including the California Comstock Site, the Resort agrees that to the extent it has an easement or other occupancy right to such land, the Resort will exercise its rights on such land in a manner consistent with its covenants set forth in Section 2 of the License. The Resort will further cooperate with the City in any effort by the City to obtain a preservation easement or easements from the owner of the land on which such Site is located, provided such effort shall not interfere with Resort Uses as defined in the License.

8. No Assumption of Environmental Liability. Nothing in this Agreement or in the Resort's acting as contracting party for any of the work contemplated by this Agreement, shall be deemed an assumption of, or impose any liability on the Resort, financial or otherwise, for any environmental remediation or clean-up related to the Sites, or the pre-existing conditions thereon.

9. Due Authorization and Execution. Each Party hereto represents and warrants to the other Party that execution and delivery of this Agreement has been duly authorized by all necessary action.

10. Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

11. Notices. All notices under this Agreement must be in writing and delivered to the notice address below (i) by registered, express, or certified mail, (ii) by courier or messenger service, or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date delivered or attempted but delivery is refused.

If to Grantor:
VR CPC Holdings, Inc.
PO Box 39
1310 Lowell Avenue
Park City, UT 84060
Attention: Chief Operating Officer
Email: wrock@vailresorts.com

With a copy to:
The Vail Corporation
390 Interlocken Crescent
Broomfield, Colorado 80021
Attention: Legal Department – Mountain Counsel
Email: legalnotices@vailresorts.com

If to the City:
Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060
Attention: Planning Department

With a copy to:
Park City Attorney's Office
PO Box 1480
Park City, Utah 84060

Either Party may change its addresses for notices pursuant to a written notice which is given in accordance with the terms hereof. The foregoing notice requirements are subject to the provisions below. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, or a legal holiday for which U.S. mail service is not provided. Whenever any date or the expiration of any period specified under this Agreement falls on a day other than a business day, then such date or period shall be deemed extended to the next succeeding business day thereafter.

12. No Third Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action upon any third party that is not a party to this Easement.

13. Miscellaneous.

(a) Entire Agreement. This Agreement, the CUP, the Easement, and the License, collectively contain the entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein.

(b) Counterparts. Facsimile Transmission. This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the

signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

(c) Due Authorization and Execution. Each Party represents and warrants to the other Party that execution and delivery of this Agreement have been duly authorized by such Party, and that this Agreement is valid and binding upon such Party.

(d) No Partnership. The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in conduct of their respective businesses or otherwise.

(e) Severability. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(f) Waivers and Amendments. No provision of this Agreement may be waived to any extent unless and except to the extent the waiver is specifically set forth in a written instrument executed by the party to be bound thereby. This Agreement may be amended or modified only by an instrument to that effect executed by the parties hereto, and only to the extent expressly set forth therein.

(g) Captions. The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.

(h) Attorneys' Fees. If any Party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall have and recover against the other Party, in addition to all court costs and disbursements, such sum as the applicable court may adjudge to be reasonable attorneys' fees.

(i) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

(j) Time of the Essence. Time shall be of the essence with respect to the performance and observance of the covenants, agreements, terms, conditions and provisions set forth herein.

[Remainder of page intentionally left blank]

[Signatures on following pages]

Executed as of the date first written above.

“City”

Park City Municipal Corporation, a Utah
municipal corporation and body politic

By *Janet Morano*
Mayor



Attest:

By *Michelle Kellogg*
City Recorder

Approved as to Form:

By *[Signature]*
City Attorney's Office

“Resort”

VR CPC Holdings, Inc., a Delaware
corporation

By *William C. Rock*
William C. Rock
Senior Vice President and COO
Park City Mountain Resort

1384344v4/LGM

EXHIBIT "A"

(Sites)

Gold Sites

California Comstock
Thaynes Mine – Hoist House
Thaynes Mine – Conveyor Gallery
Silver King Mine – Headframe Building/Hoist House
King Con Mine – Ore Bin
King Con Mine – Counterweight
Silver King – Boarding House (Midmountain Lodge)
Jupiter Mine – Ore Bin

Silver Sites

Silver King – Stores Department Building
Silver King – Change House
Silver King – Water Tanks A & B
Thaynes – West Accessory Building
Thaynes – West Building
Silver King – Aerial Tramway Towers

Bronze Sites

Silver King – Boarding House Vault
Silver King – Fire Hose House
Silver King – Timbers Shaft
Silver King Coalition – Timbers Shaft
Silver King Coalition – Fire Shed
Silver King Coalition – Fire Hose House 1
Silver King Coalition – Fire Hose House 2
Silver King Coalition – Fire Hose House 3
Silver King Coalition – Sampler (Stone Wall)
Silver King Coalition – Water Tank A
Thaynes – North Accessory Building
Thaynes – Fire Hose House
King Con Mine – Aerial Tramway Towers

FEE EXEMPT
UTAH CODE ANNOTATED § 11-13-102

WHEN RECORDED RETURN TO:

Park City Municipal Corporation
Attn: City Recorder
P.O. Box 1480
Park City, Utah 84060

ENTRY NO. 01054008

09/19/2016 11:35:55 AM B: 2373 P: 0814

Agreement PAGE 1/13

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 0.00 BY PARK CITY MUNICIPAL CORPORATION



Tax Serial No. PCA-29-D

HISTORIC PRESERVATION EASEMENT AGREEMENT

THIS PRESERVATION EASEMENT AGREEMENT (this "Agreement"), is made this 15 day of September, 2016, by VR CPC HOLDINGS, INC., a Delaware corporation ("Grantor") in favor of PARK CITY MUNICIPAL CORPORATION, a municipal corporation pursuant to the laws of the State of Utah ("Grantee").

RECITALS

WHEREAS, Grantee is authorized to hold historic preservation easements to protect property that is significant in Utah history and culture under the provisions the Utah Historical Preservation Act (hereinafter "the Act"), in Part 5 of Chapter 8 of Title 9 of Utah Code Annotated;

WHEREAS, Grantor is the owner of certain real property in Summit County, Utah, which is legally described on Exhibit A attached hereto and incorporated herein, and is depicted on the map attached as Exhibit B hereto and incorporated herein (the "Premises") upon which Grantor operates a portion of the Park City Mountain Resort (the "Resort") for skiing, snowboarding and summer activities (the "Resort Uses");

WHEREAS, a certain historic mining structure commonly referred to as the Silver King Consolidated Mine Counterweight (the "Structure") is located upon a portion of the Premises in the approximate location depicted on Exhibit C;

WHEREAS, the Structure is acknowledged to be a historic structure in the Preservation Plan for Selected Historic Mining Resources at Park City Mountain Resort, prepared by SWCA Environmental Consultants, dated December 2015 (the "Preservation Plan") and which is on file with the City Recorder's Office, which has been approved by Grantee;

WHEREAS, Grantor and Grantee, through approval of the Preservation Plan, recognize the historical significance of the Structure, and have the common intent of preserving the aforesaid significance of the Structure and providing Grantee with access to the Structure on the terms and conditions set forth herein;

WHEREAS, the grant of a historic preservation easement with respect to the Structure, as more particularly described below, is intended to assist in preserving the Structure and its historical significance;

WHEREAS, to that end, Grantor desires to unilaterally grant to Grantee a non-exclusive, historic preservation easement in and to the Structure in gross for so long as the Structure continues to exist, subject to the termination provisions set forth below and in accordance with the terms set forth herein; and

WHEREAS, Grantor and Grantee are concurrently entering into a Historic Preservation License Agreement which is on file with the Park City Recorder with respect to other historic mining structures located on the portions of the Resort which Grantor leases pursuant to a long term Master Agreement of Lease dated May 29, 2013, as amended, wherein TCFC LeaseCo LLC is "Landlord", and Grantor and Grantee are also entering into that certain Memorandum of Understanding of even date herewith (the "MOU") regarding potential preservation, stabilization and maintenance of the Structure.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby unilaterally grant and convey unto Grantee a non-exclusive preservation easement so long as the Structure continues to exist, and subject to the termination provisions set forth below (the "Easement"), in and to the Structure.

The Easement, to be of the nature and character further expressed below, shall constitute a binding easement to preserve and maintain the existence and historic mining character of the Structure, and for Grantee to enter upon, access and use the specific portions of the Premises reasonably necessary to access and inspect the Structure, for the purposes and subject to the conditions set forth herein, and in the "MOU."

EASEMENT AGREEMENT

1. **Description of Structure.** In order to document the nature of the Structure as of the date hereof, the Preservation Plan includes photographs depicting the Structure and a description of the current condition of the Structure. It is stipulated by Grantor that the nature of the Structure as shown in the Preservation Plan is deemed to be the nature of the Structure as of the date hereof.

2. **Grantor's Covenants.** In furtherance of the Easement herein granted, Grantor undertakes of itself to do (and to refrain from doing, as the case may be) with respect to the Structure, each of the following covenants, which contribute to the public purpose of preserving the Structure:

a. Grantor shall not demolish, remove, or raze the Structure without the prior express written permission of Grantee, and except as provided in Paragraphs 4, 7 and 11 below. Grantor shall have no liability for actions taken which are contrary to the foregoing covenant of Grantor by any other persons, including, but not limited to, guests, invitees, licensees, trespassers or the general public. The understanding and agreement between Grantor and Grantee regarding potential preservation, stabilization and maintenance of the Structure is set forth in and governed by the MOU.

b. Grantor shall not willfully undertake any of the following actions without the prior written consent of Grantee:

- i) Increase or decrease the height of the Structure;
- ii) Adversely affect the structural soundness of the Structure;

iii) Except for any such work contemplated by the Preservation Plan, or a future Grantee-approved preservation plan with respect to the Structure, or work mutually approved by Grantor and Grantee pursuant to the MOU, including any such work to secure or stabilize the Structure, make any material changes to the Structure including alteration, partial removal, construction, or other physical or structural change, including any change in surfacing, with respect to the appearance or construction of the Structure; and

iv) Except for any such work contemplated by the Preservation Plan, or a future Grantee-approved preservation plan with respect to the Structure, or work mutually approved by Grantor and Grantee pursuant to the MOU, including any work to secure or stabilize the Structure, permit any significant reconstruction, repair, or refinishing of the Structure that alters its state from the existing condition; and

c. Grantor shall permit and allow access to Grantee, subject to the terms of the MOU, and if Grantee so elects, to Grantee's contractors, agents or designees, at reasonable times, for Grantee to inspect, stabilize and maintain and repair the Structure, as provided herein and in the MOU.

d. Grantor shall not make any topographical changes on the portions of the Premises within fifty feet (50') from the Structure, including but not limited to excavation that will adversely affect the structural soundness or historical nature of the Structure, except as provided in the Preservation Plan, or a future Grantee-approved preservation plan, or as mutually agreed pursuant to the MOU, or as may be necessary for public safety.

e. Grantor shall not within fifty (50) feet of the Structure erect, construct, make topographical changes, or move anything that would materially interfere with the ability to view the Structure or be incompatible with the historic or architectural character of the Structure, or obstruct the substantial and regular opportunity of the public to view the Structure, to the extent that it is currently viewable from adjacent, publicly accessible areas. The foregoing shall not prohibit or limit the Grantor's construction, installation, or placement, now or in the future, of infrastructure related to operation of the Resort or for Resort Uses, including without limitation, ski lifts, ski runs, snowmaking equipment, trails, summer recreational uses, utilities, etc., so long as it does not adversely interfere with the structural integrity of the Structure. Grantor may at its option erect safety barriers, fencing, or other barriers or enclosures necessary to restrict public access into the Structure.

f. Grantor shall permit Grantee's representatives to inspect the Structure to assess its structural soundness and safety at all reasonable times, provided that the party inspecting the Structure (i) releases Grantor and indemnifies and holds Grantor harmless from, any such damage, injuries, losses, suits or claims arising from or related to Grantee's access to or inspection of the Structure and (ii) gives reasonable advance notice to Grantor. Inspection of the

Structure will not, in the absence of evidence of deterioration or safety concerns, take place more often than annually, and may involve reasonable testing of structural condition. Inspection of the Structure will be made at a time mutually agreed upon by Grantor and Grantee. Grantor shall have no liability for any damage, injuries, losses, suits or claims to persons or to the Structure, arising from, or related to Grantee's or Grantee's representatives' access to, or inspection of the Structure.

g. Grantor shall deliver to Grantee copies of any notice, demand, or letter of violation received by Grantor from any government authority which relates to the Easement or the Structure within ten (10) days of receipt by Grantor. Upon Grantee's request, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice, demand, or letter, if compliance is required by law.

h. Grantor or its agents shall not dump ash, trash, rubbish or any other unsightly or offensive materials within fifty (50) feet of the Structure. The foregoing provision shall not prevent Grantor from placing and maintaining trash receptacles near the Structure in accordance with Resort Uses.

3. **Right to Cure/Standards of Review.** In the event that Grantee believes that Grantor has materially violated any of the terms of this Agreement, Grantee shall provide written notice to Grantor specifically identifying the actions of Grantor that Grantee believes are in violation of such specifically identified term or terms. Grantor shall thereafter have ninety (90) days to cure such violation, or to refute Grantee's allegation of such violation in writing. If Grantor fails to reasonably cure such violation, or provide reasonable evidence in writing that such allegation is incorrect, Grantee may upon thirty (30) days additional written notice proceed to exercise the remedies in Paragraph 6 below. The ninety (90) days afforded to Grantor to cure a purported violation shall be extended as reasonably necessary if seasonal conditions or adverse weather interfere with the prompt commencement or completion of such cure.

4. **Casualty Damage or Destruction.** In the event that the Structure or any part thereof shall be damaged or destroyed by fire, flood, the elements, or other casualty, Grantor shall notify Grantee in writing within thirty (30) days of Grantor obtaining actual knowledge of the damage or destruction, such notification including what, if any, emergency work may have been undertaken. In the event of the total destruction of the Structure by any casualty which is not caused by the willful act or gross negligence of Grantor, upon written notice to Grantee, this Agreement shall terminate. If such casualty does not affect a material portion of the Structure, and the remaining portion maintains its historic character and significance, such remaining portion of the Structure shall remain subject to this Agreement. With respect to a casualty resulting in partial destruction or damage to the Structure, no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Structure and protect public safety, shall be undertaken by Grantor without Grantee's prior written approval of the work, and Grantor obtaining any necessary permits from Grantee or other applicable governmental authority having jurisdiction over the property upon which the Structure is located to perform such work. Grantor shall have no obligation to undertake, or pay for or reimburse, any such repair or reconstruction work unless the damage or destruction was due to a violation of this Agreement, provided that Grantor and Grantee may agree to repair or reconstruct if mutually agreed pursuant to the MOU or another mutually acceptable written agreement. If Grantee so

elects, within thirty (30) days of the date of Grantee obtaining actual knowledge of the damage or destruction, Grantee may obtain at Grantee's expense, unless the damage or destruction was due to a violation of this Agreement by Grantor, in which case it will be at Grantor's expense, and submit to Grantor a written report prepared by a qualified restoration architect and an engineer, if required, acceptable to Grantor and Grantee, which shall include:

- a. an assessment of the nature and extent of the damage; and
- b. a report of such restoration and/or reconstruction work necessary to return the Structure to the condition existing at the date immediately prior to the damage or destruction.

If, in the reasonable opinion of Grantor and Grantee after reviewing such report, the purpose and intent of this Agreement will be served by such restoration and/or reconstruction, Grantee may, at Grantee's sole expense, complete the restoration and/or reconstruction of the Structure in accordance with plans and specifications mutually agreed to by Grantor and Grantee. Grantor shall have no obligation to pay for or reimburse the costs of any such restoration, reconstruction, or repair unless the damage or destruction was due to a violation of this Agreement by Grantor in which case it will be at Grantor's expense.

5. **Easement Personal to Grantee.** The Easement granted herein is personal to Grantee, and is not assignable or transferable. Any attempted assignment or transfer by Grantee of this Agreement or of Grantee's rights hereunder shall be void unless such assignment or transfer is agreed to in writing by Grantor in Grantor's discretion. Grantee shall exercise its rights under the terms of this Agreement in a reasonable manner and shall not interfere with the operation of the Resort or with any of the Resort Uses. Grantee will not unreasonably withhold, delay or condition its consent when called for under this Agreement.

6. **Grantee's Remedies.** Grantee may employ the following remedies to correct any violation by Grantor of any covenant, stipulation, or restriction herein:

- a. Grantee may, following reasonable written notice to Grantor and opportunity to cure, bring suit(s) to enjoin any such violation by temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief. Notwithstanding the foregoing, Grantee shall first provide Grantor with the written notice and time period to cure any alleged violations set forth in Paragraph 3 above prior to initiating any action unless the violation is of such nature and/or extent that any delay would cause further damage to the Structure.

- b. Grantee's representatives may, following reasonable notice to Grantor, enter upon the Premises to access the Structure to confirm that any work done pursuant to the Grantee-approved Preservation Plan, or a future Grantee-approved preservation plan, or the MOU has been properly completed. In the event that Grantee and Grantor determine that any work overseen by Grantor pursuant to the Preservation Plan, or a future Grantee-approved preservation plan, or the MOU has been improperly done or not completed in accordance with such plan or the MOU, Grantor shall give notice to any contractors or materialmen engaged by Grantor to perform such work, and request that such work be corrected. Grantor shall have no liability to pay for such corrective work. Grantor shall exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any violations under this paragraph,

including assuring that such contractor is properly licensed and has adequate liability insurance and workers' compensation coverage.

c. Grantee shall have available all other legal and equitable remedies to enforce Grantor's obligations under this Agreement, including issuance of a civil citation to Grantor, but no such exercise of any remedy by the Grantee shall be grounds to halt or restrict the Resort Uses on the Premises, or to delay or adversely consider any unrelated land use application by or at the Resort.

d. In the event either party hereto is found to have willfully violated any of its obligations, the defaulting party shall reimburse the non-defaulting party for its reasonable costs or expenses incurred in connection therewith, including all reasonable court costs and attorney, architectural, engineering, and expert witness fees.

7. **Term of Easement.** This Agreement shall be deemed to run as a binding servitude with the Premises. Grantor and Grantee intend that this grant constitute a common-law easement and a restrictive covenant. The obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Premises. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming under or through Grantor and Grantee; the words "Grantor" and "Grantee" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest in the Premises by reason of a bona fide transfer. This instrument shall be expressly referenced in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title or any lesser estate in the Premises or any part thereof on which the Structure is located, including, by way of example and not limitation, a recreational lease. Notwithstanding the foregoing, in the event the Structure is destroyed or demolished by fire, flood, the elements, or other casualty (and not by the willful act or grossly negligent conduct of Grantor), the Easement and this Agreement shall automatically terminate and be of no force and effect pursuant to Paragraph 4 above.

8. **Recording.** This Agreement shall be recorded in the land records of Summit County, Utah. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument. This instrument is effective only upon recording in the land records of Summit County, Utah.

9. **Plaques.** Notwithstanding the restrictions of Paragraph 2 above, with Grantor's prior approval regarding appearance, size and location, Grantee may provide and maintain a plaque on the Structure, which plaque shall not exceed 12 inches by 12 inches in size unless otherwise mutually agreed by Grantor and Grantee, informing the public of the significance of the Structure.

10. **Written Notice.** Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed, with postage prepaid, by registered or certified mail with return receipt requested, or delivered by courier or messenger service;

If to Grantor: VR CPC Holdings, Inc.
Attn: Director of Mountain Operations
1310 Lowell Avenue
P.O. Box 39
Park City, Utah 84068

With a copy to: The Vail Corporation
Attn: Legal Department – Mountain Counsel
390 Interlocken Crescent
Broomfield, Colorado 80021
legalnotices@vailresorts.com

If to Grantee: Park City Municipal Corporation
Attn.: City Attorney
P.O. Box 1480
Park City, Utah 84060

Each party may change its address set forth herein by providing notice to such effect to the other party. Any notice, consent, approval, agreement, or amendment permitted or required of Grantee under this Easement may be given by the Park City Council or by any duly authorized representative of Grantee.

11. **Extinguishment.** An unexpected change in the conditions surrounding the Premises may make the continued use of the Structure for preservation purposes impossible and necessitate termination and extinguishment of the Easement as to the Structure. Such a change in conditions includes, but is not limited to, partial or total destruction of all or some of the Structure resulting from a casualty of such magnitude that demolition is required as set forth in Paragraphs 4 and 7, or condemnation or invalidation of title of all or a portion of the Premises or the Structure, or a required environmental remediation related to the Structure or underlying or adjacent to the Structure requiring removal or demolition of the Structure, or removal or demolition required by other applicable laws, subject to notice by Grantor to Grantee as required in Paragraphs 4 and 10 above.

12. **Interpretation and Enforcement.** The following provisions shall govern the effectiveness, interpretation, and duration of this Agreement:

a. This Agreement shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor and the word “Grantor” when used herein shall include all such persons, whether or not such persons have signed this Agreement. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest (present, partial, contingent, collateral, or future) in the Premises.

b. Except as expressly provided herein, nothing contained in this Agreement grants, nor shall it be interpreted to grant, to the public any right to enter on the Premises or into the Structure.

c. To the extent that Grantor owns or is entitled to development or other property rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Premises may be developed to more intensive use (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Premises is devoted to as of the date hereof, such development or other property rights shall be exercisable on, above, around or below the Premises during the term of this instrument in a manner that would not negatively impact the Structure or the preservation purpose of this Agreement.

d. For the purposes of furthering the preservation of the Structure and the other purposes of this Agreement, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this Agreement in writing. Such amendment shall become effective upon execution by Grantor and Grantee.

e. Any rule of strict construction intended to limit the breadth of restrictions on alienation or use of real property shall not apply in the construction or interpretation of this Agreement, and this Agreement shall be interpreted broadly to effect its preservation and conservation purposes, the granting of the Easement herein, and the restrictions on use set forth herein.

f. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use of the Premises. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Agreement and such ordinance or regulation.

[Remainder of page intentionally left blank]

[Signature page follows]

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this Agreement to be executed and delivered.

GRANTOR:

VR CPC HOLDINGS, INC., a Delaware corporation

By: William C. Rock

Name: William C. Rock
Title: Senior Vice President & COO – Park City Mountain Resort and Canyons Resort

ACKNOWLEDGMENT

State of Utah)
 §
County of Summit)

On this 26th day of August, in the year 2016, personally appeared before me William C. Rock, Senior Vice President & COO – Park City Mountain Resort and Canyons Resort of VR CPC Holdings, Inc., a Delaware corporation, who acknowledged he executed the same on behalf of said corporation. Witness my hand and official seal.



Louise M. Rounds
Notary Public

GRANTEE: Executed this 15 day of September, 2016.

PARK CITY MUNICIPAL CORPORATION

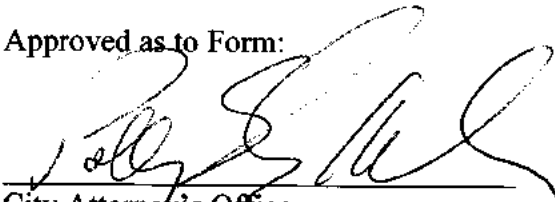
By: Jack Thomas
Jack Thomas, Mayor

Attest:



Michelle Kellogg
City Recorder

Approved as to Form:



City Attorney's Office

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 15 day of September, 2016, before me, the undersigned notary, personally appeared Jack Thomas, personally known to me/proved to me through identification document allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as Mayor of Park City Municipal Corporation, a municipal corporation of the State of Utah.

Michelle Kellogg

NOTARY PUBLIC
Residing at: Heber City

My Commission Expires:

5-19-2019

1384297v7



EXHIBIT A
to Easement

(Legal Description of Premises)

Tax Serial No. PCA-29-D

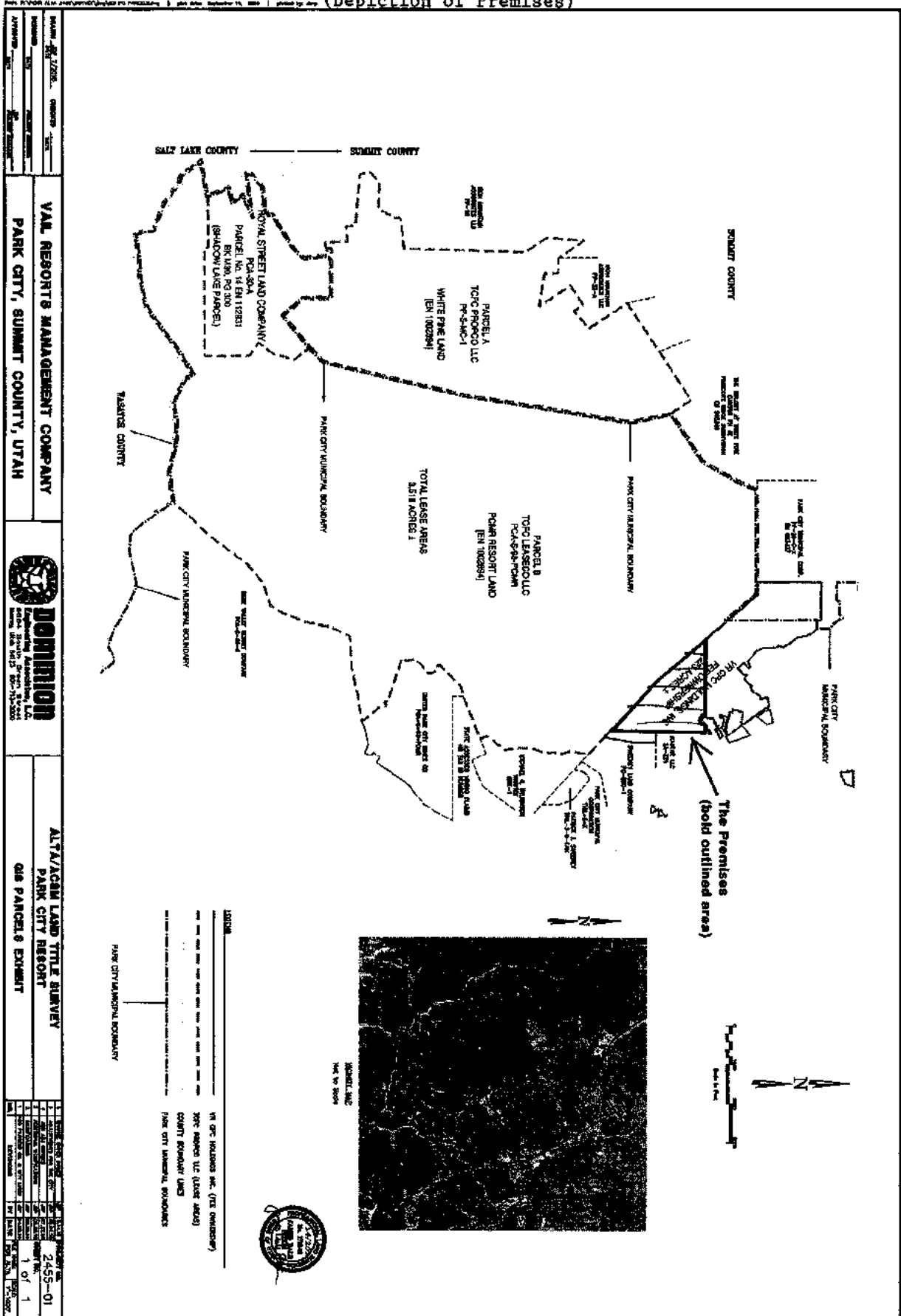
The following described real property (Tract 1, Parcel 3) located in Summit County, State of Utah:

Beginning at a point South 1389.16 feet from the Northwest corner of Section 16, Township, 2 South, Range 4 East, Salt Lake Base and Meridian and running thence West 1083.77 feet; thence South 40°33'27" East 1600.00 feet; thence South 46°54'22" East 1790.03 feet; thence North 0°40'32" East 2432.93 feet; thence North 89°30'41" West 678.19 feet; thence West 614.23 feet to the Point of Beginning.

Less and excepting therefrom the following parcel conveyed by that certain Special Warranty Deed recorded May 22, 1998 as Entry No. 507678 in Book 1148 at Page 41, being more particularly described as follows:

Beginning at a point South 48°50'18.5" East 1632.96 feet from the Northwest corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 24°09'16" West 349.40 feet; thence South 89°30'41" East 12.11 feet; thence South 57°08'05" West 90.15 feet; thence South 32°51'55" East 39.24 feet; thence South 57°08'05" West 74.23 feet; thence North 32°51'55" West 58.65 feet; thence South 57°08'05" West 59.59 feet; thence North 32°51'55" West 28.65 feet; thence South 57°08'05" West 10.00 feet; thence North 32°51'55" West 33.00 feet; thence North 57°08'05" East 13.00 feet; thence North 32°51'55" West 69.32 feet; thence North 36°09'07" East 72.78 feet; thence North 57°08'05" East 44.01 feet; thence North 00°56'34" East 115.81 feet; North 12°08'05" East 45.55 feet to a point on a 113.08 foot radius curve to the right, whose radius point bears North 55°47'22" East; thence along the arc of said curve 62.36 feet thru a central angle of 31°35'46"; thence North 77°51'55" West 43.73 feet; thence North 12°08'05" East 84.45 feet; thence South 77°51'55" East 20.77 feet; thence North 12°08'05" East 39.30 feet; thence East 3.96 feet; thence South 77°30'00" East 327.12 feet; thence South 44.17 feet to the Point of Beginning.

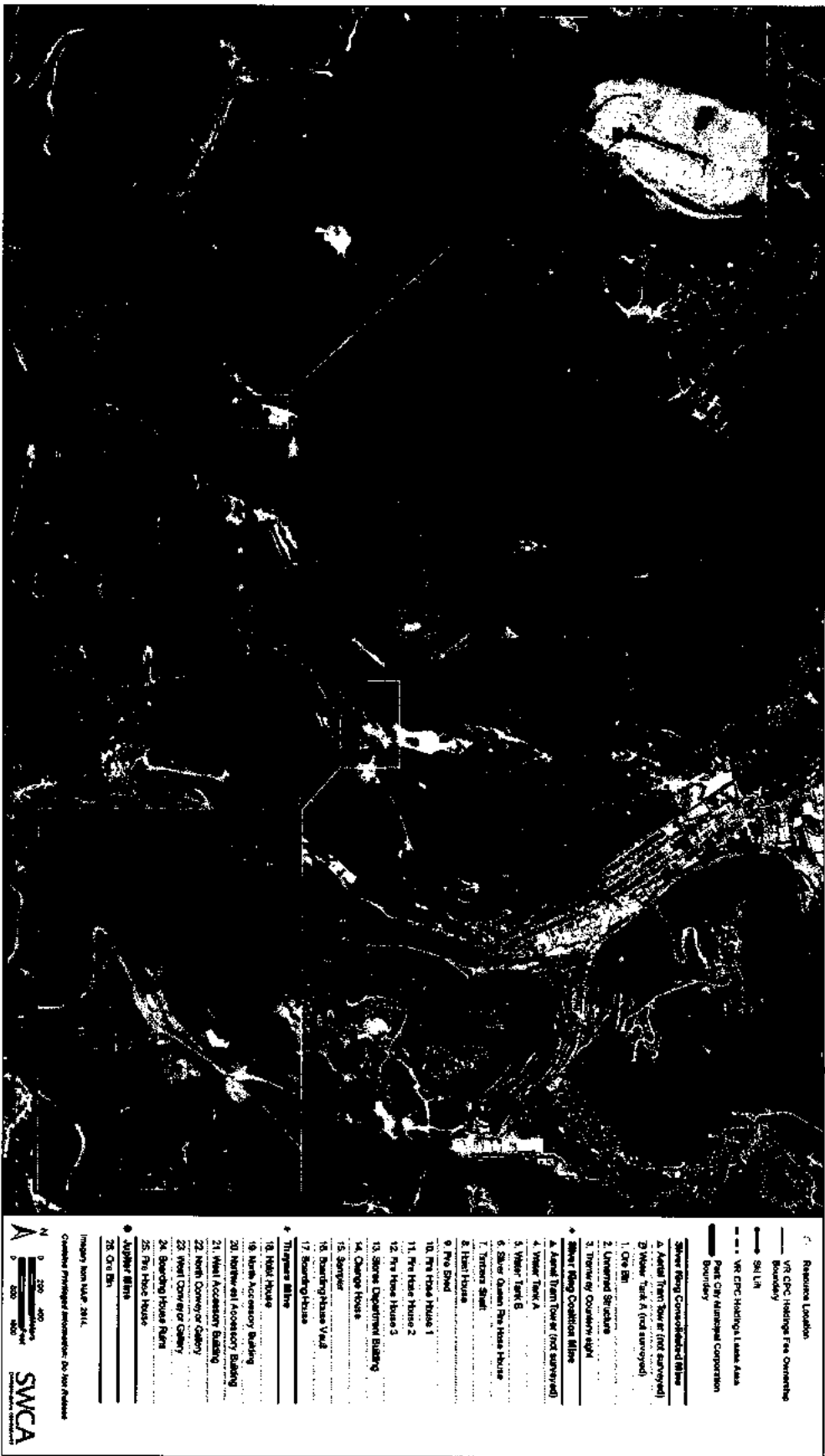
EXHIBIT B
to Easement
(Depiction of Premises)



VAIL RESORTS MANAGEMENT COMPANY PARK CITY, SUMMIT COUNTY, UTAH		 Dorillion Engineering & Surveying, L.L.C. 1000 East 1000 South, Suite 100, Park City, UT 84302		ALTA/JACOB LAND TITLE SURVEY PARK CITY RESORT 018 PARCELS & EXHIBIT	
PROJECT NO. 27285 DRAWING NO. 2455-01 DATE 09/28/16	SHEET NO. 1 OF 1	SCALE: AS SHOWN 1" = 100'	2455-01 1 of 1	09/28/16	1:1

Exhibit C to Easement
Location of Structure

The Structure (#3 Silverking Consolidated mine counter weight)



Mining Resources on Park City Mountain Resort Land within both the VR CPC Holdings, Inc., Ownership Lease Area and Park City Municipal Corporation Boundaries*

*This map depicts only the mine sites that were identified for purposes of inclusion in the "Preservation Plan for Selected Historic Mining Resources at Park City Mountain Resort" (SWCA 2015). Any historic mining sites and resources that may be located inside or outside of the lease and fee areas within the Park City Municipal Corporation boundary are not included on the map and are not subject to the Preservation Plan.

HISTORIC PRESERVATION LICENSE AGREEMENT

THIS PRESERVATION LICENSE AGREEMENT (this "Agreement"), is made this 15 day of September, 2016, by VR CPC HOLDINGS, INC., a Delaware corporation ("Grantor") in favor of PARK CITY MUNICIPAL CORPORATION, a municipal corporation and body politic pursuant to the laws of the State of Utah ("Grantee").

RECITALS

WHEREAS, Grantee is authorized to hold historic preservation licenses to protect property that is significant in Utah history and culture under the provisions the Utah Historical Preservation Act (hereinafter "the Act"), in Part 5 of Chapter 8 of Title 9 of Utah Code Annotated;

WHEREAS, Grantor is the long term lessee pursuant to that certain Master Agreement of Lease dated May 29, 2013, as amended from time to time, between TCFC LeaseCo LLC and Grantor (the "Lease") of certain real property in Summit County, Utah, which is depicted on the map attached as Exhibit A hereto and incorporated herein (the "Premises") upon which Grantor operates a portion of the Park City Mountain Resort (the "Resort") for skiing, snowboarding and summer activities (the "Resort Uses");

WHEREAS, certain historic mining structures described on Exhibit B attached hereto and incorporated herein (the "Structures") are located upon certain portions of the Premises;

WHEREAS, the Structures are acknowledged to be historic structures in the Preservation Plan for Selected Historic Mining Resources at Park City Mountain Resort, prepared by SWCA Environmental Consultants, dated December 2015 (the "Preservation Plan"), which has been approved by Grantee, and a few additional Structures have been added to Exhibit B subsequent to the Preservation Plan by mutual agreement of Grantor and Grantee;

WHEREAS, Grantor and Grantee, through approval of the Preservation Plan, recognize the historical significance of the Structures, and have the common intent of preserving the aforesaid significance of the Structures and providing Grantee with access to the Structures on the terms and conditions set forth herein;

WHEREAS, the grant of a historic preservation license with respect to the Structures, as more particularly described below, is intended to assist in preserving the Structures and their historical significance;

WHEREAS, to that end, Grantor desires to unilaterally grant to Grantee, a non-exclusive historic preservation license in and to the Structures in gross for so long as the Lease is in effect and the relevant Structures continue to exist, subject to the termination provisions set forth below and in accordance with the terms set forth herein; and

WHEREAS, Grantor and Grantee are also entering into that certain Memorandum of Understanding of even date herewith (the "MOU") regarding potential preservation, stabilization and maintenance of the Structures.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby unilaterally grant and convey unto Grantee a limited preservation license so long as the Lease is in effect and the relevant Structures continue to exist, and subject to the termination provisions set forth below, which license is more particularly described below (the "License"), in and to the Structures.

The License, to be of the nature and character further expressed below, shall constitute a binding license concurrent with the term of the Lease to preserve and maintain the existence and historic mining character of the Structures, and for Grantee to enter upon, access and use the specific portions of the Premises reasonably necessary to access and inspect the Structures for the purposes and subject to the conditions set forth herein and in the MOU:

LICENSE AGREEMENT

1. **Description of Structure.** In order to document the nature of the Structures as of the date hereof, the Preservation Plan includes photographs depicting the Structures and a description of the current condition of the Structures. It is stipulated by Grantor and Grantee that the nature of those Structures that are shown in the Preservation Plan is deemed to be the nature of such Structures as of the date hereof.

2. **Grantor's Covenants.** In furtherance of the License herein granted, Grantor undertakes of itself to do (and to refrain from doing, as the case may be) with respect to the Structures, each of the following covenants, which contribute to the public purpose of preserving the Structures:

a. Grantor shall not demolish, remove, or raze the Structures without the prior express written permission of Grantee, and except as provided in Paragraphs 4, 7 and 11 below. Grantor shall have no liability for actions taken which are contrary to the foregoing covenant of Grantor by any other persons, including, but not limited to, guests, invitees, licensees, trespassers or the general public. The understanding and agreement between Grantor and Grantee regarding potential preservation, stabilization and maintenance of the Structure is set forth in and governed by the MOU.

b. Grantor shall not willfully undertake any of the following actions without the prior written consent of Grantee:

i) Increase or decrease the height of any Structure;

ii) Adversely affect the structural soundness of any Structure;

iii) Except for any such work contemplated by the Preservation Plan, or a future Grantee-approved preservation plan with respect to the Structures, or work mutually approved by Grantor and Grantee pursuant to the MOU, including any work to secure or stabilize a Structure, make any material changes to the Structures including alteration, partial removal, construction, or other physical or structural change, including any change in surfacing, with respect to the appearance or construction of the Structures; and

iv) Except for any such work contemplated by the Preservation Plan or a future Grantee-approved preservation plan with respect to the Structures, or work mutually approved by Grantor and Grantee pursuant to the MOU, including any work to secure or stabilize the Structures, permit any significant reconstruction, repair, or refinishing of the Structures that alters its state from the existing condition.

e. Grantor shall permit and allow access to Grantee, subject to the terms of the MOU, and if Grantee so elects to Grantee's contractors or designees, at reasonable times, for Grantee to inspect, stabilize and maintain and repair the Structures as provided herein and in the MOU.

d. Grantor shall not make any topographical changes on the portions of the Premises within fifty (50) feet of any of the Structures, including but not limited to excavation that will adversely affect the structural soundness or historical nature of the Structures, except as provided in the Preservation Plan or a future Grantee-approved preservation plan, or as mutually agreed pursuant to the MOU, or as may be necessary for public safety.

e. Grantor shall not within fifty (50) feet of the Structures erect, construct, make topographical changes, or move anything that would materially interfere with the ability to view the Structures or be incompatible with the historic or architectural character of the Structures or obstruct the substantial and regular opportunity of the public to view the Structures, to the extent that it is currently viewable from adjacent, publicly accessible areas. The foregoing shall not prohibit or limit the Grantor's construction, installation, or placement, now or in the future, of infrastructure related to operation of the Resort or for Resort Uses, including without limitation, ski lifts, ski runs, snowmaking equipment, trails, summer recreational uses, utilities, etc., so long as it does not adversely interfere with the structural integrity of the Structures. Grantor may at its option erect safety barriers, fencing, or other barriers or enclosures necessary to restrict public access into the Structures.

f. Grantor shall permit Grantee's representatives to inspect the Structures to assess their structural soundness and safety at all reasonable times, provided that the party inspecting the Structures (i) releases Grantor and indemnifies and holds Grantor harmless from, any such damage, injuries, losses, suits or claims arising from or related to Grantee's access to or inspection of the Structures and (ii) gives reasonable advance notice to Grantor. Inspection of the Structures will not, in the absence of evidence of deterioration or safety concerns, take place more often than annually, and may involve reasonable testing of structural condition. Inspection of the Structures will be made at a time mutually agreed upon by Grantor and Grantee. Grantor shall have no liability for any damage, injuries, losses, suits or claims to persons or to the Structures, arising from, or related to Grantee's or Grantee's representatives' access to, or inspection of the Structures.

g. Grantor shall deliver to Grantee copies of any notice, demand, or letter of violation received by Grantor from any government authority which relates to the License or the Structures within ten (10) days of receipt by Grantor. Upon Grantee's request, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice, demand, or letter, if compliance is required by law.

h. Grantor or its agents shall not dump ash, trash, rubbish or any other unsightly or offensive materials within fifty (50) feet of the Structures. The foregoing provision shall not

prevent Grantor from placing and maintaining trash receptacles near the Structures in accordance with Resort Uses.

3. Right to Cure/Standards of Review. In the event that Grantee believes that Grantor has materially violated any of the terms of this Agreement, Grantee shall provide written notice to Grantor specifically identifying the actions of Grantor that Grantee believes are in violation of such specifically identified term or terms. Grantor shall thereafter have ninety (90) days to cure such violation, or to refute Grantee's allegation of such violation in writing. If Grantor fails to reasonably cure such violation, or provide reasonable evidence in writing that such allegation is incorrect, Grantee may upon thirty (30) days additional written notice proceed to exercise the remedies in Paragraph 6 below. The ninety (90) days afforded to Grantor to cure a purported violation shall be extended as reasonably necessary if seasonal conditions or adverse weather interfere with the prompt commencement or completion of such cure.

4. Casualty Damage or Destruction. In the event that any Structure or any part thereof shall be damaged or destroyed by fire, flood, the elements or other casualty, Grantor shall notify Grantee in writing within thirty (30) days of Grantor obtaining actual knowledge of the damage or destruction, such notification including what, if any, emergency work may have been undertaken. In the event of the total destruction of any Structure by casualty which is not caused by the willful act or gross negligence of Grantor, upon written notice to Grantee, this Agreement shall terminate as to such Structure. If such casualty does not affect a material portion of the Structure, and the remaining portion maintains its historic character and significance, such remaining portion of the Structure shall remain subject to this Agreement. With respect to a casualty resulting in partial destruction or damage to any Structure, no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Structures and protect public safety, shall be undertaken by Grantor without Grantee's prior written approval of the work and Grantor obtaining any necessary permits to perform such work from Grantee or any other applicable governmental authority having jurisdiction over the property upon which the Structure is located. Grantor shall have no obligation to undertake, or pay for or reimburse, any such repair or reconstruction work, unless such damage or destruction resulted from a violation of this Agreement by Grantor, provided that Grantor and Grantee may agree to repair or reconstruct if mutually agreed pursuant to the MOU or another mutually acceptable written agreement. If Grantee so elects, within thirty (30) days of the date of Grantee obtaining actual knowledge of such damage or destruction, Grantee may obtain at Grantee's expense, unless the damage or destruction was due to a violation of this Agreement by Grantor, in which case it shall be at Grantor's expense, and submit to Grantor a written report prepared by a qualified restoration architect and an engineer, if required, acceptable to Grantor and Grantee, which shall include:

- a. an assessment of the nature and extent of the damage; and
- b. a report of such restoration and/or reconstruction work necessary to return the Structure to the condition existing at the date immediately prior to the damage or destruction.

If, in the reasonable opinion of Grantor and Grantee after reviewing such report, the purpose and intent of this Agreement will be served by such restoration and/or reconstruction, Grantee may, at Grantee's sole expense, complete the restoration and/or reconstruction of the Structures in accordance with plans and specifications mutually agreed to by Grantor and Grantee. Grantor shall have no obligation to pay for or reimburse the costs of any such restoration, reconstruction,

or repair unless the damage or destruction was due to a violation of this Agreement by Grantor in which case it will be at Grantor's expense.

5. **License Personal to Grantee.** The License granted herein is personal to Grantee, and is not assignable or transferable. Any attempted assignment or transfer by Grantee of this Agreement or of Grantee's rights hereunder shall be void unless such assignment or transfer is agreed to in writing by Grantor in Grantor's discretion. Grantee shall exercise its rights under the terms of this Agreement in a reasonable manner and shall not interfere with the operation of the Resort or with any of the Resort Uses. Grantee will not unreasonably withhold, delay or condition its consent when called for under this Agreement.

6. **Grantee's Remedies.** Grantee may employ the following remedies to correct any violation by Grantor of any covenant, stipulation, or restriction herein:

a. Grantee may, following reasonable written notice to Grantor and opportunity to cure, bring suit(s) to enjoin any such violation by temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief. Notwithstanding the foregoing, Grantee shall first provide Grantor with the written notice and time period set forth in Paragraph 3 above to cure any alleged violations prior to initiating any action unless the violation is of such nature and/or extent that any delay would cause further damage to the Structure.

b. Grantee's representatives may, following reasonable notice to Grantor, enter upon the Premises to access the Structures to confirm that any work done pursuant to the Grantee-approved Preservation Plan, or a future Grantee-approved preservation plan, or the MOU has been properly completed. In the event that Grantee and Grantor determine that any work overseen by Grantor pursuant to the Preservation Plan or a future Grantee-approved preservation plan, or the MOU has been improperly done or not completed in accordance with such plan or the MOU, Grantor shall give notice to any contractors or materialmen engaged by Grantor to perform such work, and request that such work be corrected. Grantor shall have no liability to pay for such corrective work. Grantor shall exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any violations under this paragraph, including assuring that such contractor is properly licensed and has adequate liability insurance and workers' compensation coverage.

c. Grantee shall have available all other legal and equitable remedies to enforce Grantor's obligations under this Agreement, including issuance of a civil citation to Grantor, but no such exercise of any remedy by the Grantee shall be grounds to halt or restrict the Resort Uses on the Premises, or to delay or adversely consider any unrelated land use application by or at the Resort.

d. In the event either party hereto is found to have willfully violated any of its obligations, the defaulting party shall reimburse the non-defaulting party for its reasonable costs or expenses incurred in connection therewith, including all reasonable court costs and attorney, architectural, engineering, and expert witness fees.

7. **Term of License.** This Agreement shall be deemed to run as a binding servitude with the Premises. Grantor and Grantee intend that this grant constitute a common-law license and a restrictive covenant. The obligations imposed by this License shall be effective as long as

the Lease is in effect, subject to the termination provisions set forth herein, and shall be deemed to run as a binding servitude with the Lease. This License shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming under or through Grantor pursuant to the Lease, and through Grantee; the words "Grantor" and "Grantee" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest in the Premises by reason of a bona fide transfer. This instrument shall be expressly referenced in any subsequent assignment, sublease or other legal instrument by which Grantor assigns or divests itself of the Lease or any lesser estate in the Premises or any part thereof on which the Structure is located, including, by way of example and not limitation, a recreational sublease. Notwithstanding the foregoing, in the event the Structure is destroyed or demolished by fire, flood, the elements, or other casualty (and not by the willful act or grossly negligent conduct of Grantor), the License and this Agreement shall automatically terminate and be of no force and effect pursuant to Paragraph 4 above.

8. **Effectiveness.** This Agreement is effective upon execution by Grantor and delivery to Grantee, and is not intended to be recorded.

9. **Plaques.** Notwithstanding the restrictions of Paragraph 2 above, with Grantor's prior approval regarding appearance, size and location, Grantee may provide and maintain a plaque on the Structures, which plaque shall not exceed 12 inches by 12 inches in size unless otherwise, mutually agreed by Grantor and Grantee, informing the public of the significance of the Structures.

10. **Written Notice.** Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed, with postage prepaid, by registered or certified mail with return receipt requested, or delivered by courier or messenger service;

If to Grantor: VR CPC Holdings, Inc.
Attn: Director of Mountain Operations
1310 Lowell Avenue
P.O. Box 39
Park City, Utah 84068

With a copy to: The Vail Corporation
Attn: Legal Department – Mountain Counsel
390 Interlocken Crescent
Broomfield, Colorado 80021
legalnotices@vailresorts.com

If to Grantee: Park City Municipal Corporation
Attn.: City Attorney
P.O. Box 1480
Park City, Utah, 84060

Each party may change its address set forth herein by providing notice to such effect to the other party. Any notice, consent, approval, agreement, or amendment permitted or required of Grantee under this License may be given by the Park City Council or by any duly authorized representative of Grantee.

11. Extinguishment. An unexpected change in the conditions surrounding the Premises may make the continued use of all or some of the Structures for preservation purposes impossible and necessitate termination and extinguishment of the License as to such Structures. Such a change in conditions includes, but is not limited to, partial or total destruction of all or some of the Structures resulting from a casualty of such magnitude that demolition is required as set forth in Paragraphs 4 and 7, or condemnation or invalidation of title of all or a portion of the Premises or the Structures, or a required environmental remediation related to a structure or underlying or adjacent to a Structure requiring removal or demolition of any such Structure, or removal or demolition required by other applicable laws, subject to notice by Grantor to Grantee as required in Paragraphs 4 and 10 above.

12. Interpretation and Enforcement. The following provisions shall govern the effectiveness, interpretation, and duration of this Agreement:

a. This Agreement shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor or the Lease, so long as the Lease is in effect, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this Agreement. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest (present, partial, contingent, collateral, or future) in the Premises.

b. Except as expressly provided herein, nothing contained in this Agreement grants, nor shall it be interpreted to grant, to the public any right to enter on the Premises or into any Structure.

c. To the extent that Grantor or the owner of the Premises own or are entitled to development or other property rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Premises may be developed to more intensive use (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Premises is devoted to as of the date hereof, such development or other property rights shall be exercisable on, above, around or below the Premises during the term of this instrument in a manner that would not negatively impact the Structures or the preservation purpose of this Agreement.

d. For the purposes of furthering the preservation of the Structures and the other purposes of this Agreement, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this Agreement in writing. Such amendment shall become effective upon execution by Grantor and Grantee.

e. Any rule of strict construction intended to limit the breadth of restrictions on alienation or use of real property shall not apply in the construction or interpretation of this Agreement, and this Agreement shall be interpreted broadly to effect its preservation and

conservation purposes, the granting of the License herein, and the restrictions on use set forth herein.

f. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use of the Premises. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Agreement and such ordinance or regulation.

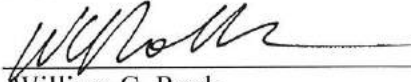
[Remainder of page intentionally left blank]

[Signature page follows]

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this Agreement to be executed and delivered.

GRANTOR:

VR CPC HOLDINGS, INC., a Delaware corporation


By: 

Name: William C. Rock

Title: Senior Vice President & COO – Park City Mountain Resort and Canyons Resort

GRANTEE: Executed this 15th day of September, 2016.

PARK CITY MUNICIPAL CORPORATION


By: 
Mayor

Attest:


City Recorder

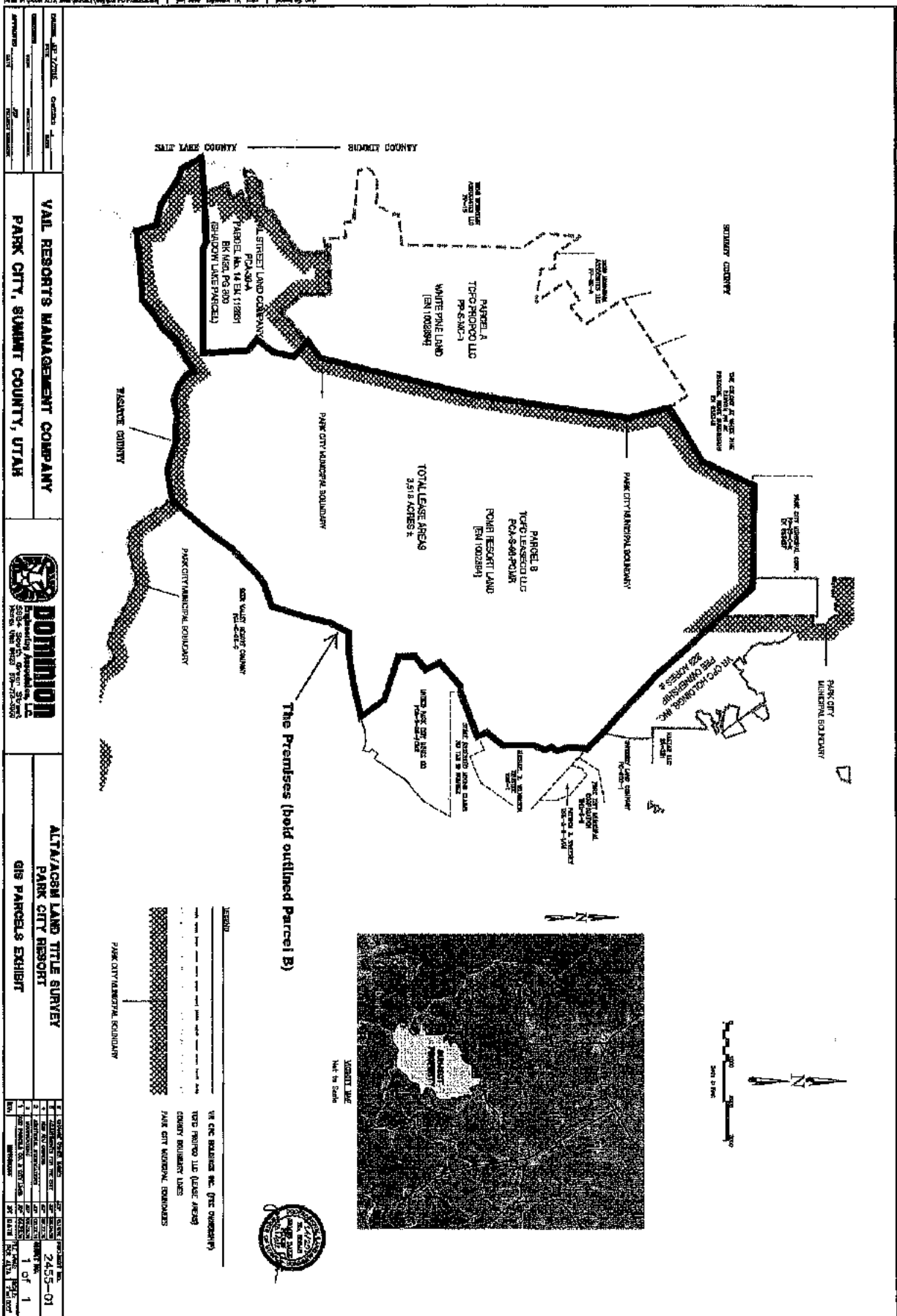


Approved as to Form:


City Attorney's Office

1385015v2

EXHIBIT A
(Depiction of Premises)



VAIL RESORTS MANAGEMENT COMPANY PARK CITY, SUMMIT COUNTY, UTAH				ALTA/AGORN LAND TITLE SURVEY PARK CITY RESORT GIS PARCELS EXHIBIT	
DATE: 08/27/2016	CHECKED: [Signature]	BY: [Signature]	PROJECT NO: 2455-01	SCALE: 1" = 100'	DATE: 08/27/2016
DRAWN BY: [Signature]	DATE: 08/27/2016	PROJECT NO: 2455-01	SCALE: 1" = 100'	DATE: 08/27/2016	DATE: 08/27/2016
PROJECT NO: 2455-01	SCALE: 1" = 100'	DATE: 08/27/2016	DATE: 08/27/2016	DATE: 08/27/2016	DATE: 08/27/2016

EXHIBIT "B"
To License
Page 1 of 2
(List of Structures)

Gold Sites

Thaynes Mine – Hoist House
Thaynes Mine – Conveyor Gallery
Silver King Mine – Headframe Building/Hoist House
King Con Mine – Ore Bin
Silver King – Boarding House (Midmountain Lodge)
Jupiter Mine – Ore Bin

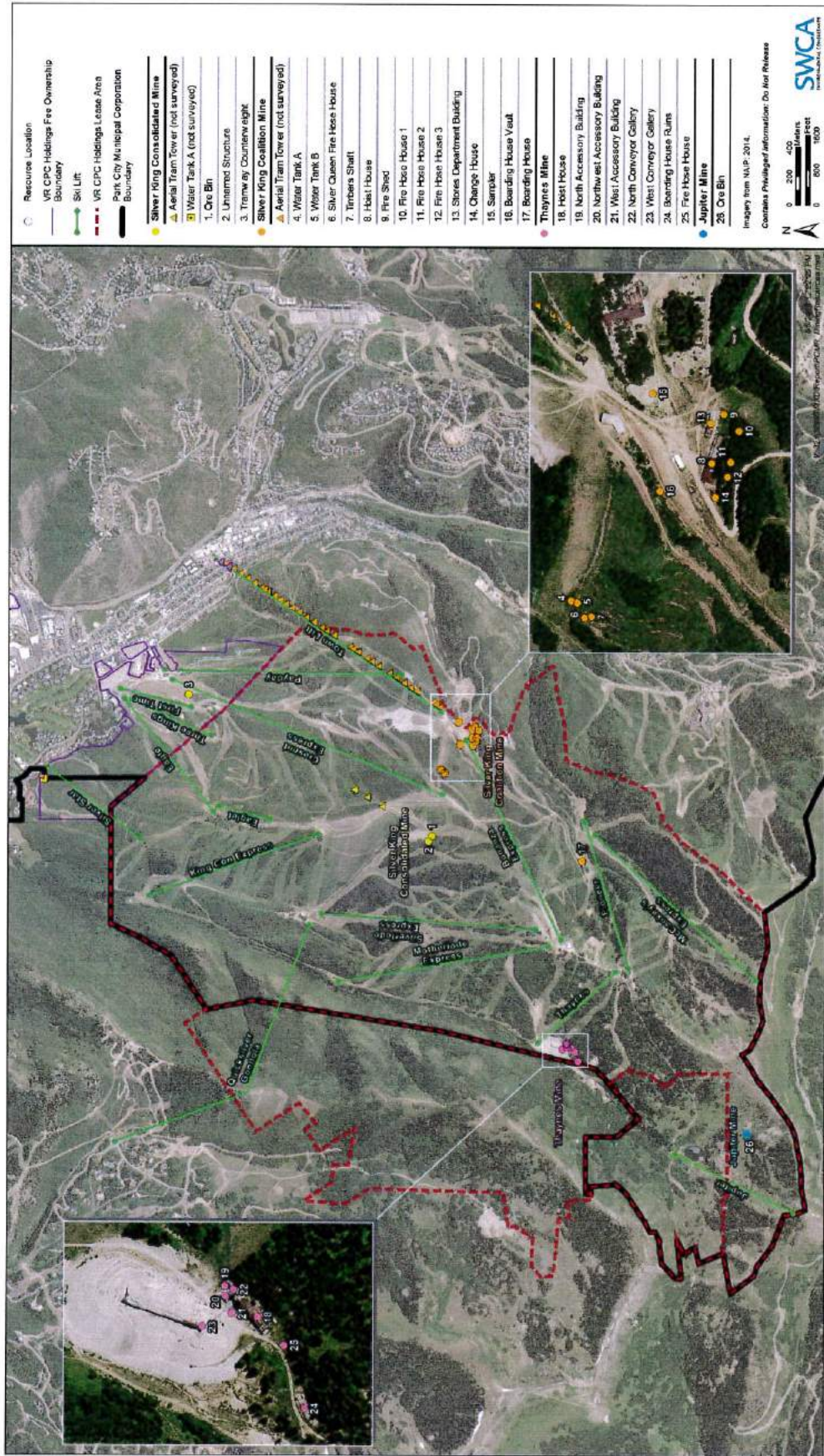
Silver Sites

Silver King – Stores Department Building
Silver King – Change House
Silver King – Water Tanks A & B
Thaynes – West Accessory Building
Thaynes – West Building
Silver King – Aerial Tramway Towers (if located on Premises)

Bronze Sites

Silver King – Boarding House Vault
Silver King – Fire Hose House
Silver King – Timbers Shaft
Silver King Coalition – Timbers Shaft
Silver King Coalition – Fire Shed
Silver King Coalition – Fire Hose House 1
Silver King Coalition – Fire Hose House 2
Silver King Coalition – Fire Hose House 3
Silver King Coalition – Sampler (Stone Wall)
Silver King Coalition – Water Tank A
Thaynes – North Accessory Building
Thaynes – Fire Hose House
King Con Mine – Aerial Tramway Towers (if located on Premises)

Exhibit B to License
Page 2 of 2
(Location of Structures)



Mining Resources on Park City Mountain Resort Land within both the VR CPC Holdings, Inc., Ownership/Lease Area and Park City Municipal Corporation Boundaries*

*This map depicts only the mine sites that were identified for inclusion in the "Preservation Plan for Selected Historic Mining Resources at Park City Mountain Resort" (SWCA 2015). Any historic mining sites and resources that may be located inside or outside of the lease and fee areas within the Park City Municipal Corporation boundary are not included on the map and are not subject to the Preservation Plan.



**Planning Commission
Staff Report**

PLANNING DEPARTMENT

Subject: LMC Amendment – Historic Preservation Board Design Review, Relocation and/or Reorientation of Historic Structures

Authors: Anya Grahn, Historic Preservation Planner
Hannah Turpen, Planner
Bruce Erickson, AICP, Planning Director

Date: September 28, 2016

Type of Item: Legislative – LMC Amendment

Summary Recommendations

Staff recommends that the Planning Commission review the proposed amendments to the Land Management Code (LMC) for Chapter 15-11 -5- Purposes and Chapter 15-11-11- Historic District or Historic Site Design Review, as described in this staff report, open the public hearing, and consider forwarding a positive recommendation to City Council.

Description

Project Name: LMC Amendments regarding the Relocation and/or Reorientation of Historic Structures

Applicant: Planning Department

Proposal: Revisions to the Land Management Code

Reason for Review

Amendments to the Land Management Code (LMC) require Planning Commission recommendation and City Council adoption. The Historic Preservation Board (HPB) forwarded a positive recommendation to Planning Commission and City Council on July 20, 2016.

Background

After reviewing several applications for Relocation and/or Reorientation of Historic Buildings, staff has found that there is a need to re-review and revise the criteria to add clarity to the existing regulations. Our “unique” criteria were not as specific as they could be, and so staff has proposed the following revisions as incorporated into this staff report.

Relocation is not a preferred method of historic preservation and is generally only encouraged if it is the only viable option to preserve the historic building. Relocation divorces the house from its site and destroys the material and cultural associations such as ownership sequence as well as topographic and historical setting and context. The preferred solution when relocating a building is to keep it on its original site. When this is not possible, the structure should be relocated to a new site that conveys a similar context to the original site. Further, staff found that when the last LMC changes were initially made last December, they were not as concise and restrictive as they should

have been. Further, we had eliminated the criteria for relocating the historic building or structure to a new site as part of the December 2015 revisions unintentionally. These need to be added back in so that there is specific criteria for both relocating a historic building on its existing site AND relocating a historic building to a new site.

Staff has researched codes from Charleston, South Carolina; Savannah, Georgia; Madison, Indiana; and a number of other preservation-oriented historic districts throughout the US to aid us in developing criteria that discourages relocation overall, but provides opportunities for relocation under unique conditions.

The Historic Preservation Board (HPB) reviewed the proposed revisions to the LMC regarding relocation and reorientation on July 20, 2016. Overall, the HPB was supportive of the direction staff was going and thought it would be positive for those who lived in Park City. They unanimously forwarded a positive recommendation to the Planning Commission and City Council. Following the HPB meeting, Staff had further discussion and has made further clarifications to the following revisions.

Analysis

Staff requests that the Historic Preservation Board review and provide input on the following proposed Land Management Code (LMC) changes.

15-11-13. RELOCATION AND/OR REORIENTATION OF A HISTORIC BUILDING OR HISTORIC STRUCTURE.

It is the intent of this section to preserve the Historic and architectural resources of Park City through limitations on the relocation and/or orientation of Historic Buildings, Structures, and Sites.

Landmark structures shall only be permitted to be relocated on an existing site or on a new site if the relocation will abate demolition and the Planning Director and Chief Building Official find that the relocation will abate a hazardous condition at the present setting and enhance the preservation of the structure

(A) **CRITERIA FOR THE RELOCATION AND/OR REORIENTATION OF THE HISTORIC BUILDING(S) AND/OR STRUCTURE(S) ON A-AN EXISTING LANDMARK OR SIGNIFICANT SITE.** In approving a Historic District or Historic Site design review Application involving relocation and/or reorientation of the Historic Building(s) and/or Structure(s) on a Landmark Site or a Significant Site, the Historic Preservation Board shall find the project complies with one of the following criteria:

- (1) The proposed relocation and/or reorientation will abate demolition of the Historic Building(s) and/or Structure(s) on the Site; or
- (2) The Planning Director and Chief Building Official determine that the building is threatened in its present setting because of hazardous

conditions and the preservation of the building will be enhanced by relocating it; or

(3) The Historic Preservation Board, with input from the Planning Director and the Chief Building Official, determines that unique conditions warrant the proposed relocation and/or reorientation on the existing Site. ~~This criterion is only applicable to Significant Sites. Unique conditions shall include all of the following but are not limited to:~~

- ~~a. The historic context of the building Historic Building(s) and/or Structure(s) has been so radically altered that ~~the present setting does not appropriately convey its history and~~ the proposed relocation will enhance the ability to interpret the historic character of the building Historic Building(s) and/or Structure(s) and the district or its present setting; and~~
 - ~~b. The proposed relocation will not diminish the overall physical integrity of the district or diminish the historical associations used to define the boundaries of the district; and~~
 - ~~c. The new site shall convey a character similar to that of the historic site, in terms of scale of neighboring buildings, materials, site relationships, geography, and age; or~~
 - ~~c. The historic integrity and significance of the ~~h~~Historic~~c~~ Building(s) and/or Structure(s) will not be diminished by relocation and/or reorientation; ~~or~~ and~~
 - ~~d. A licensed structural engineer has certified that the Historic Building(s) and/or Structure(s) can successfully be relocated and the applicant has demonstrated that a professional building mover will move the building and protect it while being stored; and~~
 - ~~e. The potential to preserve the Historic Building(s) and/or Structure(s) is enhanced by its relocation; and~~
 - ~~f. The proposed relocation will not have a detrimental effect on the structural soundness of the building or structure;~~
- ~~4) All other alternatives to relocation/reorientation have been reasonably considered prior to determining the relocation/reorientation of the building. These options include but are not limited to:~~
- ~~a. Restoring the building at its present site; or~~
 - ~~b. Stabilizing the building from deterioration and retaining it at its present site for future use; or~~
 - ~~c. Incorporating the building into a new development on the existing site.~~
 - ~~d.~~

(B) CRITERIA FOR THE RELOCATION AND/OR REORIENTATION OF THE HISTORIC BUILDING(S) AND/OR STRUCTURE(S) TO A NEW SITE. All Applications for the relocation and/or reorientation of any Historic Building(s) and/or Structure(s) on a Landmark Site or a Significant Site within the City shall be reviewed by the Historic Preservation Board pursuant to Section 15-11-12 of this Code. To approve a Historic District or Historic Site design review Application involving relocation and/or reorientation of the Historic Building(s) and/or Structure(s) on a Landmark Site or a Significant Site to a new site, the Historic Preservation Board shall find the project complies with one of the following criteria:

(1) The proposed relocation and/or reorientation will abate demolition of the Historic Building(s) and/or Structure(s) on the Site; or

(2) The Planning Director and Chief Building Official determine that the building is threatened in its present setting because of hazardous conditions and the preservation of the building will be enhanced by relocating it; or

(3) The Historic Preservation Board, with input from the Planning Director and the Chief Building Official, determines that unique conditions warrant the proposed relocation and/or reorientation to a new Site. This criterion is only available to Significant Sites. Unique conditions shall include all of the following:

- a. The relocation will not negatively affect the historic integrity of the Historic District, nor the area of receiving site; and
- b. The proposed relocation will not have a detrimental effect on the structural soundness of the building or structure; and
- c. A licensed structural engineer has certified that the Historic Building(s) and/or Structure(s) can successfully be relocated and the applicant has demonstrated that a professional building mover will move the building and protect it while being stored and.
- d. One of the following must also be met:
 - i. The historic building is located outside of the Historic districts, and its historic context and setting have been so radically altered that the building may be enhanced by its new setting if the receiving site is more similar to its historic setting in terms of architecture style, period, height, mass, volume, scale, use, and location of the structure on the lot as well as neighborhood features and uses; or

- ii. The Historic Building(s) and/or Structure(s) is deterrent to a major improvement program outside of the Historic districts that will be of substantial benefit to the community.

(C) PROCEDURE FOR THE RELOCATION AND/OR REORIENTATION OF A LANDMARK SITE OR A SIGNIFICANT SITE. All Applications for the relocation and/or reorientation of any Historic Building(s) and/or Structure(s) on a Landmark Site or a Significant Site within the City shall be reviewed by the Historic Preservation Board pursuant to Section 15-11-12 of this Code.

Process

Amendments to the Land Management Code require Planning Commission recommendation and City Council adoption. City Council action may be appealed to a court of competent jurisdiction per LMC § 15-1-18.

Department Review

This report has been reviewed by the Planning and Legal Departments.

Notice

Legal notice of a public hearing was posted in the required public spaces and public notice websites on September 10, 2016 and published in the Park Record September 10, 2016 per requirements of the Land Management Code.

Public Input

Public hearings are required to be conducted by the Planning Commission and City Council prior to adoption of Land Management Code amendments. No public input has been received at the time of this report.

Alternatives

- The Planning Commission may forward a positive recommendation to the City Council as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion to a date certain or uncertain.

Significant Impacts

There are no significant fiscal or environmental impacts from this LMC change.

Consequences of not taking the Planning Department's Recommendation

No changes would be made to the criteria for relocation or reorientation and staff finds that the existing criteria provide greater opportunity to relocate and reorient Historic Structures.

Recommendation:

The Planning Department requests the Planning Commission open a public hearing, review the possible Land Management Code amendments, and forward a positive recommendation to City Council.

Exhibits

Exhibit A—Draft Ordinance

Ordinance No. 16-

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, AMENDING LAND MANAGEMENT CODE SECTION 15-11-13. RELOCATION AND/OR REORIENTATION OF A HISTORIC BUILDING OR HISTORIC STRUCTURE.

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents of Park City; and

WHEREAS, it is in the best interest of the community to periodically amend the Land Management Code to reflect the goals and objectives of the City Council and to align the Code with the Park City General Plan; and

WHEREAS, the City Council finds that the proposed changes to the Land Management Code are necessary to supplement existing zoning regulations to protect Historic structures and the economic investment by owners of similarly situated Historic property; and

WHEREAS, Park City was originally developed as a mining community and much of the City's unique cultural identity is based on the historic character of its mining era buildings; and

WHEREAS, these buildings are among the City's most important cultural, educational, and economic assets;

WHEREAS, the relocation and reorientation of historic buildings would permanently alter the character of a neighborhood, community and City;

WHEREAS, individual members of the Historic Preservation Board, ("HPB") the official body to review matters concerning the historical designation and design of buildings within the City held a public hearing and forwarded a positive recommendation to Planning Commission and City Council on July 20, 2016;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Park City, Utah, that:

SECTION 1. AMENDMENTS TO TITLE 15- LAND MANAGEMENT CODE CHAPTER 11 (HISTORIC PRESERVATION). The recitals above are incorporated herein as findings of fact. Chapter 11 of the Land Management Code of Park City is hereby amended as redlined (Exhibit A).

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this ____ day of _____, 2016

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney

EXHIBIT A- AMENDMENTS TO TITLE 15- LAND MANAGEMENT CODE CHAPTER ELEVEN (HISTORIC PRESERVATION), SECTION 13 (RELOCATION AND/OR REORIENTATION OF A HISTORIC BUILDING OR HISTORIC STRUCTURE.)

15-11-13. RELOCATION AND/OR REORIENTATION OF A HISTORIC BUILDING OR HISTORIC STRUCTURE.

It is the intent of this section to preserve the Historic and architectural resources of Park City through limitations on the relocation and/or orientation of Historic Buildings, Structures, and Sites.

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- (2) The Planning Director and Chief Building Official determine that the building is threatened in its present setting because of hazardous conditions and the preservation of the building will be enhanced by relocating it; or
- (3) The Historic Preservation Board, with input from the Planning Director and the Chief Building Official, determines that unique conditions warrant the proposed relocation and/or reorientation on the existing Site.

This criterion is only applicable to Significant Sites. Unique conditions shall include all of the following but are not limited to:

- d. The historic context of the ~~building~~ Historic Building(s) and/or Structure(s) has been so radically altered that ~~the present setting does not appropriately convey its history and~~ the proposed relocation will enhance the ability to interpret the historic character of the ~~building~~ Historic Building(s) and/or Structure(s) and the district or its present setting; and
- e. The proposed relocation will not diminish the overall physical integrity of the district or diminish the historical associations used to define the boundaries of the district; and
- ~~f. The new site shall convey a character similar to that of the historic site, in terms of scale of neighboring buildings, materials, site relationships, geography, and age; or~~
- c. The historic integrity and significance of the ~~h~~Historic~~c~~ ~~b~~Building(s) and/or Structure(s) will not be diminished by relocation and/or reorientation; ~~or and~~
- d. A licensed structural engineer has certified that the Historic Building(s) and/or Structure(s) can successfully be relocated and the applicant has demonstrated that a professional building mover will move the building and protect it while being stored; and
- e. The potential to preserve the Historic Building(s) and/or Structure(s) is enhanced by its relocation; and
- f. The proposed relocation will not have a detrimental effect on the structural soundness of the building or structure;
- 5) ~~All other alternatives to relocation/reorientation have been reasonably considered prior to determining the relocation/reorientation of the building. These options include but are not limited to:~~
 - e. ~~Restoring the building at its present site; or~~
 - f. ~~Stabilizing the building from deterioration and retaining it at its present site for future use; or~~
 - g. ~~Incorporating the building into a new development on the existing site.~~
 - h. ~~—~~

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 - iii. The historic building is located outside of the Historic districts, and its historic context and setting have been so radically altered that the building may be enhanced by its new setting if the receiving site is more similar to its historic setting in terms of architecture style, period, height, mass, volume, scale, use, and location of the structure on the lot as well as neighborhood features and uses; or
 - iv. The Historic Building(s) and/or Structure(s) is deterrent to a major improvement program outside of the Historic districts that will be of substantial benefit to the community.

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Historic Preservation Board Meeting
July 20, 2016

4. Legislative Consideration of an ordinance amending the Land Management Code Section 15, Chapters 2.5, 2.6 to require Historic Preservation Board review of Historic District or Historic Site Design Review for both historic and non-historic structures, as well as Chapter 11 Purposes and Relocation and/or Reorientation of a Historic Building or Historic Structure

Planner Turpen reported that this item was an amendment to the LMC to expand the role of the HPB to include design review of commercial structures on Main Street; as well as amendments to relocation and reorientation.

Planner Turpen provided background on the design review component. On April 6th the Board reviewed the topics that Planner Grahn would be taking to the City Council regarding the Historic Preservation Update. Design Review was one of the topics and the HPB voted unanimously not to be the design review authority. However, when the topics were presented to the City Council, the Council had concerns about Main Street and gave the direction for Design Review to occur on all Landmarks structures.

Planner Grahn clarified that the City Council wanted a review of all Landmark structures; however, the Staff thought it was better to use Main Street as an example to perfect the Design Review before extending it beyond the HCB and the Heber Avenue subzone.

Planner Turpen explained that after the City Council made their recommendation, she met with Planner Grahn and Director Erickson and they determined that one of the biggest challenges would be to maintain the National Register District. Instead of just looking at Landmark structures they decided to look at all commercial structures in the HCB and the HRC Heber Avenue Subzone because they all contribute to the District. New construction has to be contributing as much as Landmark structures. To be consistent, the Staff thought it made sense from the standpoint of Design Review to look at all structures on the street.

Planner Turpen noted that the amendment expands the purpose of the HPB to include the Design Review component of those commercial structures. She stated that the Board would be reviewing the structures under the same criteria as the Staff in this specific section of the Code.

Planner Turpen pointed out that the noticing matrix was updated to reflect that noticing will be done when a structure comes before the HPB.

Director Erickson understood that this would also change the appeal of their action. Planner Grahn stated that appeals already go to the Board of Adjustment because of material deconstruction. The Board of Adjustment would remain the appeal body for this additional action.

Planner Grahn stated that she and Planner Turpen initially thought the HPB should only do reviews for Universal Guidelines because it was high-level and more detail oriented. However, after discussing it further, they decided that the Staff would do their analysis regardless, and if the Staff finds that it could not be approved or did not meet the LMC requirements they would not bring it to the HPB. Since the Staff analysis would already be done, the Staff thought it would be beneficial to share with the Board how it meets each specific design guideline. Planner Grahn thought the reviews could be done quickly.

Vice-Chair Stephens understood that the structure would go through the Design Review process and the HPB would be the last review in the process. Mr. Stephens asked since the Board would be reviewing those particular designs, whether they could be involved in the process earlier and sit in on the DRT meetings. Assistant City Attorney McLean replied that the Staff would be vetting the project and researching background information, and the HPB would make the final determination. However, the HPB would not be acting as a judge, which was the previous issue. Ms. McLean stated that unless the entire Board attended the DRT, there would be quorum issues and other problem related to the process. It would be more appropriate to request further information if necessary, or to request a presentation on certain aspects that could be given to the entire Board to make the determination.

Assistant City Attorney McLean pointed out that the process would become public sooner, since the goal is to be more transparent in terms of daylighting the process for the most treasured portion of the City. Mr. Stephens stated that he has the utmost confidence in the Planning Staff. However, there were occasions and occurrences in the past where applicants felt like they had gone through the design process with Staff, only to be turned away and denied by the Historic Board at that time. He wanted to know how they could educate and include the Board members before it gets to that final point. Ms. McLean suggested that the HPB could have a special meeting with the preservation consultant, but it would have to be a public meeting. She understood Mr. Stephen's concern because it is a complaint they hear quite often.

Director Erickson thought they could back off a little on the project specific review. He believed the difficulties between the Staff and the Historic Board and the public trust in operations, was due to a philosophic difference between the Board and the Staff. Instead of looking for a mechanism to involve the HPB earlier, he preferred a mechanism to avoid philosophical misunderstanding, or outright obstinacy on the part of former Staff members who had their own interpretation of not replicating history buildings and decided to insert contemporary. Director Erickson thought a better approach would be to find a way to discuss the guidelines and for the Staff to interpret the Board's philosophy with respect to the guidelines, rather than inserting the HPB into an individual

project. However, if the Staff hits an impasse in the process, they could bring it to the Board in a work session for guidance, or they could bring the project forward for approval or denial. Director Erickson stated that the current Staff spends a lot of time listening to the Board to make sure they are philosophically aligned. They will continue to do that as the Guidelines move forward.

Planner Grahn noted that the Guidelines for commercial buildings was scheduled to come before the HPB on August 3rd.

Vice-Chair Stephens did not disagree with Director Erickson. He thought it might work, primarily because of the high level of confidence he has in the Staff. However, the Guidelines are good, but they can be difficult to apply to unique properties or unique situations. Mr. Stephens stated that as Board members they have a responsibility to make themselves aware if there is an important project on Main Street.

Board Member Beatlebrox thought public input was also an important part of the process because people can see what the Staff has been working on with the owner or developer. It gives the public the opportunity to provide their comments and thoughts. Ms. Beatlebrox thought more care and priority needed to be given to high-profile projects. She believed it was important for the HPB to be involved in the review process for projects on Main Street.

Vice-Chair Stephens did not necessarily agree that the HPB needed to be involved in the review process because it is important to have confidence in a qualified Staff. He thought their involvement should relate more to the bigger picture.

Director Erickson stated that he was considering a mechanism to make sure the HPB knows the Staff is struggling with a difficult design problem and they might involve the HPB in the process sooner rather than later in terms of having a policy discussion. Mr. Stephens remarked that projects on Main Street are always important, and he would need more time than Friday to Wednesday, when the reports go and the meetings take place, to really understand the issues. Mr. Stephens thought it was less of a legislative issue and more of an administrative issue in terms of communication between the HPB and the Staff. If the Board wants to be involved and the Staff wants them involved, they would need the time to get up to speed on the processes the Staff has gone through and the problems they had to deal with. The packet should describe the process the Staff went through and would take more than just a cursory read to understand that process.

Planner Grahn stated that the question would be how much time the Board would need; noting that the Staff needs to plan ahead in terms of internal reviews for the Staff reports, noticing, and posting on the public website. Mr. Stephens

thought it could be as simple as putting in the Staff report that the Planning Department received this application. It would put the HPB on notice and each Board member would be responsible for pursuing whatever information they needed.

Vice-Chair Stephens opened the public hearing.

Ruth Meintsma stated that in the past she heard all the hesitations about dealing with Design Review and having confidence in Staff. Previously the Guidelines were difficult in vague areas and the language has changed. These Guidelines are so specific and clean, and she believed their level of discussion would be very different. When the Staff report is written on these projects, those Guidelines will be listed for their discussion. Ms. Meintsma thought it would empower them as a Board, and it would also give them the opportunity to not only back up a Staff decision, but they will begin to learn which guidelines are less effective than others. Ms. Meintsma believed the Board was entering into a new area with this design review, and she thought it would be an exciting responsibility at their level. She looked forward to seeing it happen.

Cindy Matsumoto stated that she was commenting as a private citizen and not as a Council member. She believed it was important for the HPB to take this step forward, because even though the HDDR has a public component, it is not at a regular scheduled meeting that the people is aware of and can follow. Ms. Matsumoto remarked that Main Street belongs to the community, and historic preservation is the community's responsibility. Having a meeting where the public can comment on the different aspects of a project helps the community to become educated on the Guidelines; and that education enables them to talk about specific guidelines that they do or do not support. Ms. Matsumoto reiterated that public input is important and the HPB would allow that input in a more democratic way.

Board Member Beatlebrox agreed, and she believes the community expects it. It is all about perception, and it would be good for the community to have the perception that there is another set of eyes looking at these high priority projects.

Vice-Chair Stephens closed the public hearing.

Board Member Stephens understood that the review under discussion was limited to the HCB and HRC zones. Planner Turpen replied that it was for commercial structures in the HCB and HRC sub Heber Avenue zones. Assistant City Attorney McLean remarked that as written, it was not clear that it was only for commercial. It was written to include all structures in those zones. Planner Grahn explained that in some cases former residential structures have become commercial structures, such as the High West Annex. Those structures fall into

the Heber Avenue Subzone, which is still part of the commercial core, and they have to maintain that integrity.

The Board had no further comments regarding design review.

Planner Grahn commented on the amendments for relocation. She explained that these were redone in an effort to be as clear as possible and to make sure there is consistency. Planner Grahn referred to Item A on page 225 of the Staff report, which was about abating demolition. She explained that they were not abating demolition by neglect. For example, if a road project goes through and expands SR224, they would not want the expansion to take out the barn, so the barn would have to be relocated on the site to abate demolition.

Planner Grahn believed the second item was fairly obvious. For example, if there was danger of the mountain or cliffside falling into a house it would create a hazardous situation and relocation would be necessary.

Planner Grahn stated that the third item was an effort to emphasize that if a structure is relocated, it would either enhance the ability to interpret the structure, or it does not diminish its overall physical integrity in its relationship with the District. They want to make sure they preserve as much historic integrity and significance as possible. Planner Grahn stated that a significant main point is that the City requires that a license structural engineer look at the structure to make sure that it can survive relocation. She pointed out that if it was also a panelization project, the Board would be looking at it for both panelization and relocation, similar to what they did on 1057 Woodside this evening. Planner Grahn stated that the preservation must be enhanced by relocating it. It is important to make sure that the relocation would not have a detrimental effect on the soundness of the building.

Planner Grahn referred to Item B on page 226, which were procedures for locating the structure to a different site in Old Town. The language was being changed for more clarity, and to make sure that even if the structure is being relocated to a new site, that it maintains its integrity and significance, that it does not have a negative effect on the District, and it does not threaten the structural soundness of the building. A structural engineer needs to make sure that it can sustain relocation. They also want to make sure that the applicant looked at all the options on the site and that restoring it on that site is not viable.

Planner Grahn stated that a Landmark structure is listed on the National Register of Historic Places. The National Register generally frowns upon relocation, although in some cases relocated structures are listed on the National Register. For that reason, Park City limits relocation to only Significant structures because they are not listed on the National Register of Historic Places. Significant is a lesser designation and it allows more flexibility.

Vice-Chair Stephens asked if reorientation or relocation includes the case where a home is lifted and replaced. Planner Grahn replied that the amendment addresses relocation of placement. It would be more horizontal on the lot or turned around, rather than vertical up and down.

The Staff recommended that the HPB forward a positive recommendation to the Planning Commission and the City Council on these amendments to the LMC.

Vice-Chair Stephens opened the public hearing.

There were no comments.

Vice-Chair Stephens closed the public hearing.

Board Member Holmgren liked the direction they were going with these amendments. She understood that many people are afraid of the changes, but she thought it was very positive for the people who live in Park City.

Vice-Chair Stephens was comfortable with the amendments because it is restrictive. He is not a design professional, but he was pleased with what the Planning Department has been doing as far as design approvals.

MOTION: Board Member Holmgren moved to forward a POSITIVE recommendation to the Planning Commission and the City Council to adopt an ordinance amending the Land Management Code of Park City to amend the Architectural Review Section 15-2.5-7, and Section 15-2.6-8, Purposes of the Preservation Board; Section 15-11-5 Relocation and/or Reorientation of a historic building or historic structure, Section 15-11-13. Board Member Hewett seconded the motion.

VOTE: The motion passed unanimously.

The meeting adjourned at 6:50 p.m.

Approved by _____
David White, Chair
Historic Preservation Board



PLANNING DEPARTMENT

Planning Commission Staff Report

Application: PL-16-03176
Subject: Stein Eriksen Lodge CUP
Author: Kirsten Whetstone, MS, AICP, Senior Planner
Date: September 28, 2016
Type of Item: Administrative – Modification to Conditional Use Permit

Summary Recommendations

Staff recommends the Planning Commission hold a public hearing for proposed modifications to the Stein Eriksen Lodge Conditional Use Permit (CUP) and consider approving the CUP modifications based on the findings of fact, conclusions of law and conditions of approval as found in this staff report.

Description

Applicant: Stein Eriksen Lodge Owners Association, Inc.
represented by Russ Olsen, CEO Stein Eriksen Lodge
and Ron Jones, WPA Architects

Location: 7700 Stein Way

Zoning: Residential Development (RD) District as part of the
Deer Valley Master Planned Development (MPD)

Adjacent Land Uses: Deer Valley Resort, condominiums, single family
houses, and support commercial uses.

Reason for Review: Conditional Use Permits and modifications to CUPs
require Planning Commission review and approval

Proposal

The Stein Eriksen Lodge is located at 7700 Stein Way in the Silver Lake area of Deer Valley. As part of the Deer Valley Master Planned Development, each parcel is subject to a Conditional Use Permit (CUP). The Stein Eriksen Lodge Owners Association is requesting approval for modification of the Stein Eriksen CUP for an addition consisting of approximately 3,600 sf for additional guest ski lockers, 4,050 sf for guest recreational amenities (game room) and 918 sf for a guest and employee video and training room, as well as improvements to existing ski lockers, restrooms, and exterior pool and deck area.

The proposed addition is for residential accessory uses for the exclusive use of guests and employees. No expansions are proposed to the spa, restaurant, bar, or any other support commercial areas. Proposed changes are to areas identified on the plat as common area. No changes are proposed to any residential uses or residential condominiums. A condominium plat amendment amending the common area was submitted on May 17, 2016, for concurrent review (See separate staff report).

Background

The original Stein Eriksen Lodge was constructed in 1981 based on a Conditional Use Permit (CUP) approved in 1980. Expansion to the Lodge occurred in 1996, 1999, 2009, and 2012. The property is currently subject to 11th Amended Deer Valley Master Planned Development (MPD) that identifies a permitted density of 66.75 Unit Equivalents (UE) or 65 units. The developed density is 65 “Deer Valley” units (197,860 sf of residential uses), not 66.75 UE per the LMC formula. The Deer Valley MPD allows this choice for the parcel.

As part of the Deer Valley Master Planned Development, each parcel is subject to a CUP. Substantial amendments to a CUP are required to be reviewed and approved by the Planning Commission. An amendment to the condominium is also requested to identify the proposed addition as improvements to the common area.

On May 17, 2016, the Planning Department received a complete application for modifications to the Stein Eriksen Lodge Conditional Use Permit (CUP) requesting approval for an addition to the Stein Eriksen Lodge (Exhibit A). The addition consists of approximately 3,600 sf for additional owner and guest ski lockers, 4,050 sf for owner and guest recreational amenities, 918 sf for owner, guest and employee video and training room, as well as improvements to existing ski lockers, restrooms, and the exterior pool and deck area. These additions are for residential accessory uses for the exclusive use of owners, guests and employees. No expansions are proposed to the spa, restaurant, bar, or any other support commercial or support meeting areas (Exhibits B and C- Plans). 11. Staff recommends a condition that no further expansion of support commercial or meeting space will be permitted based on this additional expansion.

The Stein Eriksen Lodge is located at 7700 Stein Way in the Silver Lake area of Deer Valley. The proposed changes are to areas identified on the plat as common area. No changes are proposed to any private residential condominium areas. The condominium plat amendment was also submitted on May 17, 2016 for concurrent review (see separate staff report and exhibits).

Purpose

The purpose of the Residential Development (RD) Zoning District is to:

- (A) allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
- (B) encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
- (C) allow commercial and recreational activities that are in harmony with residential neighborhoods,

- (D) minimize impacts of the automobile on architectural design,
- (E) promote pedestrian connections within Developments and between adjacent Areas; and
- (F) provide opportunities for variation in architectural design and housing types.

Analysis

The Stein Eriksen Lodge is located on 10.86 acre lot in the Residential Development zoning district. The following standards apply:

	Permitted	Proposed
Height	28' - 35' per the MPD	19' to 25' from existing grade
Front setback	20'	No change with proposal (approximately 80')
Rear setback	15'	No change with proposal (approximately 70')
Side setbacks	12'	36' to 88' for addition and minimum 17' for new retaining wall and plaza)
Lot size	No minimum	10.86 acres
Open Space	60% (6.5 acres)	62.4% (6.82 acres)
Residential accessory uses (for use by guests and/or employees)	<p>No specified maximum square footage, no UE required for residential accessory uses.</p> <p>Support Commercial (5% of total floor area allowed (4.96% exist- 17,095 sf)) and Support Meeting (5% of residential floor area allowed (5% built- 9,927 sf)) 9,927 sf</p> <p>(The difference in the 5% for support commercial versus the 5% for support meeting is due to a change in the Deer Valley MPD and LMC and how these areas were to be calculated.)</p>	<p>Additional 8,568 square feet of residential accessory uses. Additional 7,266 sf of outdoor pool and deck area.</p> <p>No changes to existing support commercial or support meeting space are proposed.</p> <p>No changes to residential density.</p>

Parking	None required for residential accessory uses.	No additional parking is proposed.
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The proposed addition and uses are considered residential accessory uses that do not require the use of Unit Equivalents according to the LMC (Section 5- 6-8 (F) as outlined below. These areas are for the exclusive use of owners and residential guests of the Lodge and not for commercial/retail use, or support commercial use, such as the spa, restaurant and bar. These areas are not leased out and are not commercial areas per the LMC Section 5-6-8 (F):

(F) **RESIDENTIAL ACCESSORY USES.** Residential Accessory Uses include typical back of house uses and administration facilities that are for the benefit of the residents of a commercial Residential Use, such as a Hotel or Nightly Rental Condominium project and that are common to the residential project and are not located within any individual Residential unit. Residential Accessory Uses do not require the use of Unit Equivalents and include, but are not limited to, such Uses as:

- Ski/Equipment lockers
- Lobbies
- Registration
- Concierge
- Bell stand/luggage storage
- Maintenance Areas
- Mechanical rooms and shafts
- Laundry facilities and storage
- Employee facilities
- Common pools, saunas and hot tubs, and exercise areas not open to the public
- Telephone Areas
- Guest business centers
- Public restrooms
- Administrative offices
- Hallways and circulation
- Elevators and stairways

Conditional Use Permit Review

The Planning Commission must review the application for a Conditional Use Permit based on criteria in Land Management Code Section 15-1-10 as follows:

(1) Size and location of the Site.

No unmitigated impacts. The site is 10.86 acres in area and is one of the largest parcels within the Deer Valley Master Planned Development. The property is located in the Silver Lake Community within walking distance of the Silver Lake Village and with ski-in and ski-out access to Deer Valley Resort.

(2) Traffic considerations including capacity of the existing Streets in the Area.

No unmitigated impacts identified. The Stein Eriksen Lodge has two access drives to Royal Street. As this expansion is for accessory residential uses for the exclusive use of guests and employees, no additional traffic will be generated from the users and minimal additional traffic will be generated by additional employees. The applicants indicate that the areas will generate 2 to 3 additional employees during the winter season. Parking requirements are based on the size and number of residential units. No changes are proposed to any of the residential units or density.

(3) Utility capacity.

No unmitigated impacts identified. All utilities were installed with the initial construction. The City Department of Public Utilities has reviewed additional water needs and finds them within the current capacity. Utility and fire protection issues are being coordinated with the adjacent property owner, SBWRD, utility service providers, and the City Engineer. A revised fire protection and utility plan was submitted on July 29, 2016 in association with the Silver Lake Village project. A final utility plan will be provided with the building permit plans for final approval by the City Engineer, SBWRD, and the Fire District. Upgrades to the internal sewer service, including grease traps, are a requirement of the SBWRD.

(4) Emergency vehicle access.

No unmitigated impacts identified. The two access drives to the project provide emergency access from Royal Street. Enhanced fire protection and emergency access for the east side of the property were coordinated with developers of the adjacent property (Goldener Hirsch CUP) and will be reflected on the final utility and fire protection plans to be submitted with building permit plans. Final sign off on the fire protection plan is required prior to Certificate of Occupancy for the addition.

(5) Location and amount of off-Street parking.

No unmitigated impacts identified. No additional parking is required for the residential accessory uses that are for the exclusive use of guests and employees. Parking is based on the number and size of residential units and no changes are proposed to those units.

(6) Internal vehicular and pedestrian circulation system.

No unmitigated impacts identified. The renovation and expansion of the locker rooms, pool deck, and recreation area are internally connected to the rest of the Lodge. Enhanced pedestrian pathways along the eastern property line are proposed, as well as pedestrian pathways and outdoor plazas between the spa pool area and the recreation area and ski locker rooms.

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

No unmitigated impacts identified. Existing landscaping (lawns and trees) will be removed for the expansion. Natural vegetation on the eastern portion of the site includes aspens, evergreen trees, and an assortment of understory shrubs. Several

existing trees are in poor health and there is dead and downed vegetation that should be removed to meet defensible space requirements for fire prevention. Additional new landscaping with trees and shrubs is proposed along the perimeter of the site within the 36' to 88' setback to provide separation and buffering from adjoining uses (behind the Mount Cervin condominiums building). Staff recommends a condition of approval that the final landscape plan submitted with the building permit application include a tree preservation plan that identifies the type and health of all significant vegetation proposed for relocation and or replacement.

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

No unmitigated impacts identified. The existing locker room, pool and recreation areas are located along the east side of the Lodge. The expansion will maintain the same orientation and use of materials as existing. The adjoining lot to the northeast of the project is currently vacant. Staff is reviewing an application for a CUP for expansion of the Goldener Hirsch onto the vacant lots. The area of the addition is directly west of the existing Mt. Cervin Condominiums, a three story residential building. Four existing buildings to the east, accessing off of Sterling Court (Goldener Hirsch, Royal Plaza, The Inn, and Mt Cervin) generally have a north-south orientation and are similar in height and scale to the existing Stein Eriksen Lodge.

The proposed addition is located at the garage level of the existing lodge, with the roof of the addition located below the level of the lower residential units and decks on the east side of the Lodge. The addition is setback 36' to 88' from the east property line, with the new retaining wall and outdoor plaza setback 17'. Required setbacks along this property line are 12'. Proposed building heights are between 19' and 25' from existing grade, less than the 28-35' allowed by the MPD.

(9) Usable Open Space

No unmitigated impacts identified. Approximately 62.4% of the site remains as open space (6.82 acres) with the proposed addition. Landscaped areas, including common landscaped plazas over the parking structure and addition, are considered useable open space consistent with the original and amended Conditional Use Permit. No private deck areas are included in the open space calculations. The area of the addition is a sloping lawn area with planted trees, as well as an area with a mix of planted and natural growing trees and shrubs.

(10) Signs and lighting

No unmitigated impacts identified. All exterior lights and signs must comply with the applicable Park City ordinances and code. Exterior lights must be identified on the building permit plans and shall be down-directed and shielded. No additional signs are proposed with this permit. Approval of a sign permit is required prior to installation of any new regulated signs.

(11) Physical design and compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing.

No unmitigated impacts identified. The style of the existing building is maintained with the addition using the same materials and architectural detailing. The ski locker and recreation amenity areas are attached to the existing Lodge at the lowest level and are constructed into the existing slope. Overall building height from existing grade (on the east elevation) is 19' to 25', less than the 28' to 35' allowed by the MPD. A landscaped roof over the addition reduces the overall massing.

The addition is below the lowest floor of the residential condominium units and on the east elevation, and not highly visible from the public ROW, however the Goldener Hirsch expansion will block the view of this expansion from Royal Street. The adjacent lot to the east is developed with the Mt Cervin Condominiums, a three story residential condominium building setback 12' from the shared property line.

The proposed addition is setback 36' to 88' from the shared property line. The Stein Eriksen Lodge is the largest project on the largest lot in the Silver Lake area. Additional trees and shrubs are proposed to enhance the landscape buffer between the proposed addition and adjacent Mt. Cervin property. A meandering pathway within the setback area will provide circulation between the Stein Lodge and Silver Lake Village.

(12) Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site.

No unmitigated impacts identified. No mechanical factors will affect people and property off-site. Expansion of the pool may create additional noise that will be mitigated by management of pool hours and common courtesy and etiquette as is currently maintained at the existing outdoor pool area.

(13) Control of delivery and service vehicles, loading and unloading zones, and Screening of trash pickup Areas.

No unmitigated impacts identified. Service and delivery routes will remain as they currently exist.

(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.

No unmitigated impacts identified. The addition and improvements are on common area owned by the Owner's Association. An amended Condominium Plat to identify these improvements as common area was submitted for concurrent review. Staff recommends a condition of approval that prior to building permit issuance for the addition that the amended plat be approved and recorded at Summit County.

(15) Within and adjoining the Site, impacts on Environmentally Sensitive Lands, Slope retention, and appropriateness of the proposed Structure to the topography of the Site

No unmitigated impacts identified. The Deer Valley MPD is not subject to the requirements of the Sensitive Lands Overlay. The site is sloping to the east towards the Silver Lake Village (Mont Cervin, Goldener Hirsch, Inn at Silver Lake, etc). The eastern portion of the construction area is a mix of native and planted aspen and evergreen trees and understory brush in various states of existence. Prior to building permit issuance a final landscape plan and a tree preservation and mitigation plan shall be submitted for review and approval by the Planning and Building Departments. A report from a certified arborist describing the type, size, and health of all trees to be removed or relocated and how removed trees will be mitigated, shall also be submitted. The landscape plan shall comply with the City's adopted wildland interface (defensible space) ordinance for fire prevention. Dead and downed trees and undergrowth should be cleared from the site.

Process

Approval of this CUP application by the Planning Commission constitutes Final Action that may be appealed following the procedures found in LMC 1-18. Approval of a condominium plat amendment is required to show these improvements/structures in the common area. Staff review of a Building Permit is not publicly noticed nor subject to review by the Planning Commission unless appealed.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up that have not been addressed or conditioned.

Notice

On August 10, 2016, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on August 10, 2016 in the Park Record and on the Utah Public Notice Website for the August 24, 2016 meeting. The hearing was opened and continued to September 28, 2016. No public input was provided. Notice was re-published on September 9, 2016 and the property was reposted on September 14, 2016.

Public Input

No public input has been received at time of this report.

Alternatives

- The Planning Commission may approve the modification to the Stein Eriksen Lodge Conditional Use Permit as conditioned or amended; or
- The Planning Commission may deny the modification to the Stein Eriksen Lodge Conditional Use Permit and direct staff to make findings for this decision; or

- The Planning Commission may continue discussion on the modification to the Stein Eriksen Lodge Conditional Use Permit and request specific additional information necessary to make a decision.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The building would remain as is or the applicant could modify the application to address any concerns raised.

Recommendation

Staff recommends the Planning Commission hold a public hearing for the modification to the Stein Eriksen Lodge Conditional Use Permit (CUP) and consider approving the CUP modification based on the findings of fact, conclusions of law and conditions of approval as found in this staff report.

Findings of Fact:

1. The property is located at 7700 Steins Way, a private road accessed off of Royal Street East.
2. The zoning is Residential Development within the Deer Valley Master Planned Development (RD-MPD).
3. The original Stein Eriksen Lodge was constructed in 1981 based on a Conditional Use Permit (CUP) approved in 1980. Expansion to the Lodge occurred in 1996, 1999, 2009 (spa expansion), and 2012 (conference center expansion).
4. The property is currently subject to 11th Amended Deer Valley Master Planned Development (MPD) that identifies a permitted density of 66.75 Unit Equivalents (UE) or 65 units on the 10.86 acre site.
5. The developed density is 65 “Deer Valley” units (197,858 sf of residential), not 66.75 UE per the LMC formula. The Deer Valley MPD permits this choice for the parcel.
6. No Commercial Unit Equivalents are assigned to the Stein Eriksen Lodge by the Deer Valley MPD.
7. Based on the original approvals it was determined that the total floor area of the Lodge is 345,007 square feet, excluding parking. Using the 5% formula, a total of 17,250 square feet of support commercial was allowed, based on the language in the DV MPD in effect at the time.
8. In 2009, with the spa expansion, the Lodge had a total of 17,095 square feet of support commercial, including the spa, restaurant, bar and lounge, and retail space within the Lodge. These areas are considered Support Commercial as defined by the Deer Valley MPD and consist of 4.96% of the total floor area.
9. In 2012, with expansion of the conference center, it was determined that 5% of the total residential floor area was allowed for support meeting space, based on the amended DV MPD in effect at that time. With the completed conference center the total support meeting space is 9,927 sf (5% of the residential floor area).

10. On May 17, 2016, the Planning Department received an application for modifications to the Stein Eriksen Lodge Conditional Use Permit (CUP) requesting approval for an addition to the Stein Eriksen Lodge. The addition consists of approximately 3,600 sf for additional owner and guest ski lockers, 4,050 sf for owner and guest recreational amenities, 918 sf for owner, guest and employee video and training room, as well as an additional 7,266 sf of outdoor pool and deck area, and a remodel of existing ski locker rooms and restrooms.
11. The proposed amendments are considered residential accessory uses and back of house uses for the exclusive use of guests and employees per Section 5-6-8 (F) of the Land Management Code.
12. The proposed additions do not increase the total support commercial area which remains at 4.96% of the total floor area.
13. The proposed additions do not increase the total meeting support area which remains at 5% of the residential floor area.
14. The Deer Valley MPD requires a minimum of 60% open space on this parcel.
15. Approximately 62.4% of the site (6.82 acres) remains as open space with the proposed addition. Landscaped areas, including common landscaped plaza areas over the parking structure and recreation amenity area, are considered useable open space consistent with the original approvals and amended CUPs.
16. Maximum Building Height per the Deer Valley MPD is 35' for this parcel. The addition complies with the maximum height allowance and has a proposed height of between 19' and 25' above existing grade.
17. The east side of the project has a minimum required side yard setback of 12 feet. The addition is setback between 36' and 88' from this east property line.
18. There are no changes to the front or rear yard setbacks with the proposed addition.
19. Parking requirements are based on the size and number of residential units. No changes are proposed to any of the residential units with this permit.
20. A final utility plan will be provided with the building permit plans for final approval by the City Engineer, SBWRD, and the Fire District. Upgrades to the internal sewer service, including grease traps, are a requirement of the SBWRD.
21. The two access drives to the project provide emergency access from Royal Street. Enhanced fire protection and emergency access for the east side of the property were coordinated with the adjacent property and will be reflected on the final utility and fire protection plans submitted with the building permit plans.
22. Parking is based on the number and size of residential units and no changes are proposed to those units. No additional parking is proposed.
23. Enhanced pedestrian pathways along the eastern property line are proposed, as well as pedestrian pathways and outdoor plazas between the spa pool area and the recreation area and ski locker rooms.
24. Existing landscaping (lawns and trees) will be removed for the expansion, including natural and planted vegetation on the eastern portion of the site. Trees are primarily aspens and evergreens, with an assortment of understory shrubs. Several existing trees are in poor health and there is dead and downed vegetation that should be removed to meet defensible space requirements for fire prevention.

25. Additional new landscaping of trees and shrubs is proposed along the perimeter of the site within the 36' to 88' setback to provide separation and buffering from adjoining uses (behind the Mount Cervin condominiums building) and to mitigate from removal of existing significant vegetation.
26. The expansion will maintain the same orientation, architectural character, and use of materials as the existing building.
27. The area of construction is directly west of the existing Mt. Cervin Condominiums, a three story residential building with a 12' setback to the shared property line.
28. Four existing buildings to the east, access off of Sterling Court (Goldener Hirsch, Royal Plaza, The Inn, and Mt Cervin) generally have a north-south orientation and are similar in height and scale to the existing Stein Eriksen Lodge.
29. The addition is setback 36' to 88' from the east property line, with the new retaining wall and outdoor plaza setback 17'. Required setbacks along this property line are 12'. Proposed building height of the addition is 19' to 25' from existing grade, which is less than the 28' to 35' allowed by the MPD.
30. All exterior lights and signs must comply with the applicable Park City ordinances and code. Exterior lights must be identified on the building permit plans and shall be down-directed and shielded. No additional signs are proposed with this permit. Approval of a sign permit is required prior to installation of any new regulated signs.
31. The style of the existing building is maintained with the addition using the same materials and architectural detailing. A landscaped roof over the guest recreation addition reduces the overall massing. The addition is completely below the lowest floor of the residential condominium units and on the east elevation, and not highly visible from the public ROW of Royal Street East.
32. Additional trees and shrubs are proposed to enhance the landscape buffer between the proposed addition and adjacent Mt. Cervin property. A meandering pathway within the setback area will provide circulation between the Stein Lodge and Silver Lake Village.
33. Expansion of the pool may create additional noise that will be mitigated by management of pool hours and common courtesy and etiquette as is currently maintained at the existing outdoor pool area.
34. Service and delivery routes will remain as they currently exist.
35. The addition and improvements are on common area owned by the Owner's Association.
36. An amended Condominium Plat application, to identify these improvements in the common area, was submitted for concurrent review with the Conditional Use Permit application.
37. The Deer Valley MPD is not subject to the requirements of the Sensitive Lands Overlay.
38. The site is sloping to the east towards the Silver Lake Village (Mont Cervin, Goldener Hirsch, Inn at Silver Lake, etc). The eastern portion of the construction area is a mix of native aspen and evergreen trees and understory brush in various states of health and existence.
39. The site is within the area subject to the urban wildland interface (defensible space) ordinance area.

40. Prior to building permit issuance a final landscape plan and a tree preservation and mitigation plan shall be submitted with a report from a certified arborist describing the type, size, and health of all trees to be removed or relocated and how removed trees will be mitigated. Dead and downed trees and undergrowth should be cleared to comply with the defensible space requirements.
41. On August 10, 2016, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on August 10, 2016 in the Park Record and on the Utah Public Notice Website for the August 24, 2016 meeting.
42. On August 24, 2016, the hearing was opened and continued to September 28, 2016. There was no public input provided at the hearing.
43. Notice was re-published on September 9, 2016 and the property was reposted on September 14 2016.
44. The applicant stipulates to the conditions of approval.

Conclusions of Law:

1. The CUP modification is consistent with the Deer Valley Master Planned Development, as amended and the Park City Land Management Code.
2. The CUP modification is consistent Park City General Plan.
3. The proposed use will be compatible with the surrounding structures in use, scale, mass and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. The application and plans submitted for a Building Permit must be in substantial compliance with the plans reviewed by the Planning Commission on September 28, 2016.
2. Prior to building permit issuance for the addition the condominium plat shall be approved and recorded at Summit County.
3. Prior to building permit issuance for the addition, a final landscape plan and a tree preservation and mitigation plan shall be reviewed and approved by Planning and Building Departments. A report from a certified arborist describing the type, size, and health of all trees to be removed or relocated, and how removed trees will be mitigated, shall also be submitted for review.
4. The final landscape plan shall comply with the City's adopted urban wildland interface fire prevention defensible space ordinance and regulations.
5. The ski lockers and recreation amenity areas are for the exclusive use by guests, owners, and employees of the Lodge.
6. All conditions of approval of the Deer Valley Master Planned Development, as amended, and the Stein Eriksen Lodge CUP, as amended, shall continue to apply.
7. All exterior lights and signs must comply with applicable Park City ordinances and codes. Exterior lights must be identified on the building permit plans and shall be down-directed and shielded.
8. Approval of a sign permit is required prior to installation of any new regulated signs.

9. A final utility plan shall be provided with the building permit plans for final approval by the City Engineer, SBWRD, and the Fire District. Upgrades to the internal sewer service, including grease traps, are a requirement of the SBWRD.
10. A final fire protection plan must be submitted to and approved by the Chief Building Official prior to Certificate of Occupancy.
11. No further expansion of support commercial or meeting space will be permitted based on this additional expansion.
12. Standard conditions of approval apply.

Exhibits

- Exhibit A – Applicant’s submittal and photos
 - Exhibit B – Plans (site plan, floor plans, sections, elevations)
 - Exhibit C – Landscape plan
 - Exhibit D- Aerial photo of the site
 - Exhibit E- Existing conditions survey
 - Exhibit F- Grading and Utility plan
- (See also Exhibits for plat amendment)

Stein Eriksen Lodge
PCMC Plat Application: Project Description

May 16, 2016

The Stein Eriksen Lodge is a combination of multiple condominium plats that define the private areas of ownership as well as the common elements owned by the association of unit owners. In 2010 and 2013, the Stein Eriksen Lodge made improvements to common areas including a spa and pool addition and conference center expansion. The enclosed common area building space and exterior pool and deck common areas were defined by two Common Area supplemental plats recorded and included in the current Stein Eriksen Lodge plat application.

The purpose of the Stein Eriksen Lodge Common Area Third Supplemental Sheet for all Phases is to define the proposed guest amenity common area that includes an expansion to the ski lockers and a deck above, an entertainment center building addition with a planted roof, and an expansion to the pool, deck and plaza area on the east side of the Stein Eriksen Lodge. The proposed improvements also include an addition of a Guest Viewing Room located within the main entry into the lodge, adjacent to the porte cochere.





Stein Eriksen Lodge – looking south



Stein Eriksen Lodge – looking north





Stein Eriksen Lodge – looking southeasterly



Stein Eriksen Lodge – looking southwesterly

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MAY 17 2016
PARK CITY
PLANNING DEPT.



May 16, 2016

Kirsten A. Whetstone
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060

RE: Application for Conditional Use Permit (Amendment)
and Application for Plat Amendment / Record of Survey
Stein Eriksen Lodge Phase VI-A Expansion & Remodel

Kirsten:

Attached you will find applications for Plat Amendment (Condominium and Conditional Use Permit (Amendment) for the Phase VI Expansion and Remodel of Stein Eriksen Lodge. We wish for these processes to run concurrently. You will recall that we have discussed this project several times over the past couple of years.

PROJECT DESCRIPTION

The majority of the project involves an addition at the northeast side of the main lodge building. (*Please see the attached SEL - Overall Site Plan*) The project includes:

- Addition of approx. 3,592 sq. ft. of Ski Locker Room space on two levels.
- Remodel of approx. 11,000 sq. ft. of existing space for Ski Locker Room and Skier Services on two levels. No change from current use.
- Addition of approx. 4,050 sq. ft. of Entertainment Center. This space will include a game room, snack bar and support facilities.
- Addition of approx. 7,266 sq. ft. of Exterior Pool and Deck with specialty features, added to the existing pool and deck.
- Addition of approx. 918 sq. ft. of a Guest Viewing Room to host events such as movie showings and family video times for hotel guests.

In our discussions, you mentioned that we needed to address several issues, including: A. Permitted Uses, B. Setback, and C. Open Space. We respectfully ask that you consider the following information as well as the attached exhibits:

(A) Permitted Uses

All of the Uses indicated above are in the categories of "Residential Accessory Uses" or "Resort Accessory Uses" as outlined in the Park City Municipal Code - Title 15 LMC, Chapter 6 - Master Planned."

(B) Setback

In a previous "Planning Commission Staff Report," for the Spa Expansion, dated May 13, 2009 (see attachment), it was established that the setback for east property line is a "side setback" and the permitted minimum setback is 12 feet. Please refer to the attached drawing Sheet A01 Site Plan where you will note that the closest retaining wall is 17'-0" from the property line while other building walls are much farther back.

(C) Open Space

Per the Park City Municipal Code, the required minimum Open Space is 60% of the overall area of the site. In the proposed project, the majority of new building space is either underground, underneath open decks or with planted roofs which qualify as "Open Space." The only exception is the Guest Viewing room of 918

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sq. ft. You will note on the attached drawing for Open Space Area Calculations that overall site, including past developments and the present proposed project, there remains an Open Space Area of 62.64%.

Please note that when an application was submitted for the Conference Center Expansion in 2011, the map for "Open Space Area Calculations" indicated 61.90% open space; however since then, several errors were discovered in that drawing. Please find attached the corrected drawing for "Open Space Area Calculations" which indicates the 62.84% open space.

Also discussed in our previous conversations was the requirement that we show compliance the Planning Commission Staff Report prepared by Brooks Robinson on May 19, 2009 when the Spa Expansion project was submitted. The following are our comments concerning the potential impacts described in that report:

(1) Size and Location of the Site:

The proposal includes an addition of approximately 22,000 square feet of building space on the northeast side of the Main Lodge and along the east side of existing condominiums.

- The existing locker rooms are to be expanded on two levels by an addition along the northeast side of the Main Lodge and will be topped with an expanded deck that currently exists around the Main Lodge.
- Approximately 11,000 square feet of existing space will be remodeled for locker rooms, ski store, and coffee shop.
- An Entertainment Center will be constructed along the east side of existing condominiums and will step down the hillside. The east wall of this addition will open to the east side, while the remaining portions will be built into the hillside and will be covered with a planted roof.
- The existing Pool of the Spa will be expanded southward towards the new Entertainment Center. It will include special features such as: zero-entry beach, coves, rock walls, waterfalls, etc.

(2) Traffic Considerations Including Capacity of the Existing Streets in the Area:

Stein Eriksen Lodge has two access drives to Royal Street. As all facilities in this expansion are being created to enhance the experience for owners and guests who are already staying at the lodge, no additional traffic will be generated.

(3) Utility Capacity:

All utilities were installed with the initial construction. Although some new plumbing fixtures will be installed in this expansion, they are being installed to enhance the experience for owners and guests who are already staying at the lodge. Any additional water and sewage requirements for this project should be within the current capacity.

(4) Emergency Vehicles Access:

The two access drives to the project provide emergency access from Royal Street.

(5) Size and Amount of Off-Street Parking:

No additional parking is needed as the new facilities are for owners and guests already staying at Stein Eriksen Lodge.

(6) Internal Vehicular and Pedestrian Circulation System:

Internal vehicular circulation will use the existing parking garage that runs from the entrance at Royal Street and exits at the Deer Valley Service Road. Internal pedestrian circulation will be connected to existing facilities and the parking garage by way of newly constructed doorways, passageways, stairways, elevators and sidewalks.

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(7) Fencing, Screening and Landscaping to Separate the Use from Adjoining Uses:

Some existing landscaping will be removed for the expansion. Additional landscaping will be installed along the asphalt path at the east property line, at the Lower Level Patio and at the Main Level Planted Roof. No fencing will be installed as none currently exists. This Use will be separated from adjoining Uses by stone retaining walls with railings and landscaping.

(8) Building Mass, Bulk, Orientation and the Location of Buildings on the Site; including Orientation to Buildings on Adjoining Lots:

The main expansion will be constructed on the northeast side of the Main Lodge and will extend from the Main Lodge to the existing pool at the Spa. The Guest Viewing Room will be constructed in an alcove between the Phase I and Phase III condominiums. The adjoining lots of the Silver Lake subdivision are adjacent to the expansion area. Mont Cervin is located east of the proposed expansion area and is oriented north-south and is similar in height and scale. The expansion will utilize the same materials as existing. Much of the new facilities will be constructed underground or into the hillside in order to protect views from existing condominium units.

(9) Usable Open Space:

The enclosure of the plaza reduces the open space to 62.84% of the 10.86 acre lot, above the minimum required 60%.

(10) Signs and Lighting:

All exterior lights and signs will comply with the applicable Park City ordinances and code. Exterior lights will be down directed and shielded.

(11) Physical Design and Compatibility with Surrounding Structures in Mass, Scale, Style, Design and Architectural Detailing:

The style of the expansion facilities will be maintained with the use of the same materials as existing. The additional facilities will be attached to the existing Lodge and Condominiums. They will step down the hill from the existing buildings and will be constructed on site space that is currently vacant. The Lodge is the largest project on the largest lot in the Silver Lake area.

(12) Noise, Vibration, Odors, Steam or Other Mechanical Factors that Might Affect People and Property Off-Site:

The proposed project will be connected to existing boiler and chiller equipment. No mechanical factors will affect people and property off-site.

(13) Control of Delivery and Service Vehicles, Loading and Unloading Zones and Trash Pickup Areas:

Services and delivery routes will remain as they currently exist and will be at the existing loading dock on the south side of the Lodge at the Deer Valley Service Road.

(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:

The new expanded facilities will be common area owned by the Stein Eriksen Lodge Owners' Association. An amended record of survey will be provided and will be a condition precedent to Certificate of Occupancy of the Plaza Enclosure.

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(15) Within and Adjoining the Site, impacts on Environmentally Sensitive Lands, Slope Retention, and Appropriateness of the Proposed Structure to the Topography of the Site:

The Deer Valley MPD is not subject to the requirements of the Sensitive Lands Overlay. The site is sloping to the east and the Silver Lake subdivision (Mont Cervin). The site has very limited natural vegetation as much of the site was disturbed by earlier construction and has been landscaped.

We are asking that the Park City Planning Department review the drawings and information herein. We also ask that the process begin for approval by the City.

If you need additional information, please feel free to contact me at rjones@wpa-architecture.com or call our office at 801-374-0800.

Sincerely,

A handwritten signature in blue ink that reads 'Ronald B. Jones' is written over a horizontal line.

Ronald B. Jones, Principal
WPA Architecture

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EXISTING AND PROPOSED DEVELOPMENT

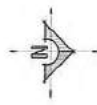
LOT AREA	473,006 SF	10.86 ACRES	% OF TOTAL
BLDG AREA	136,218 SF	3.11 ACRES	28.80%
ROAD AREA	40,484 SF	0.93 ACRES	8.56%
OPEN SPACE AREA	296,304 SF	6.82 ACRES	62.64%

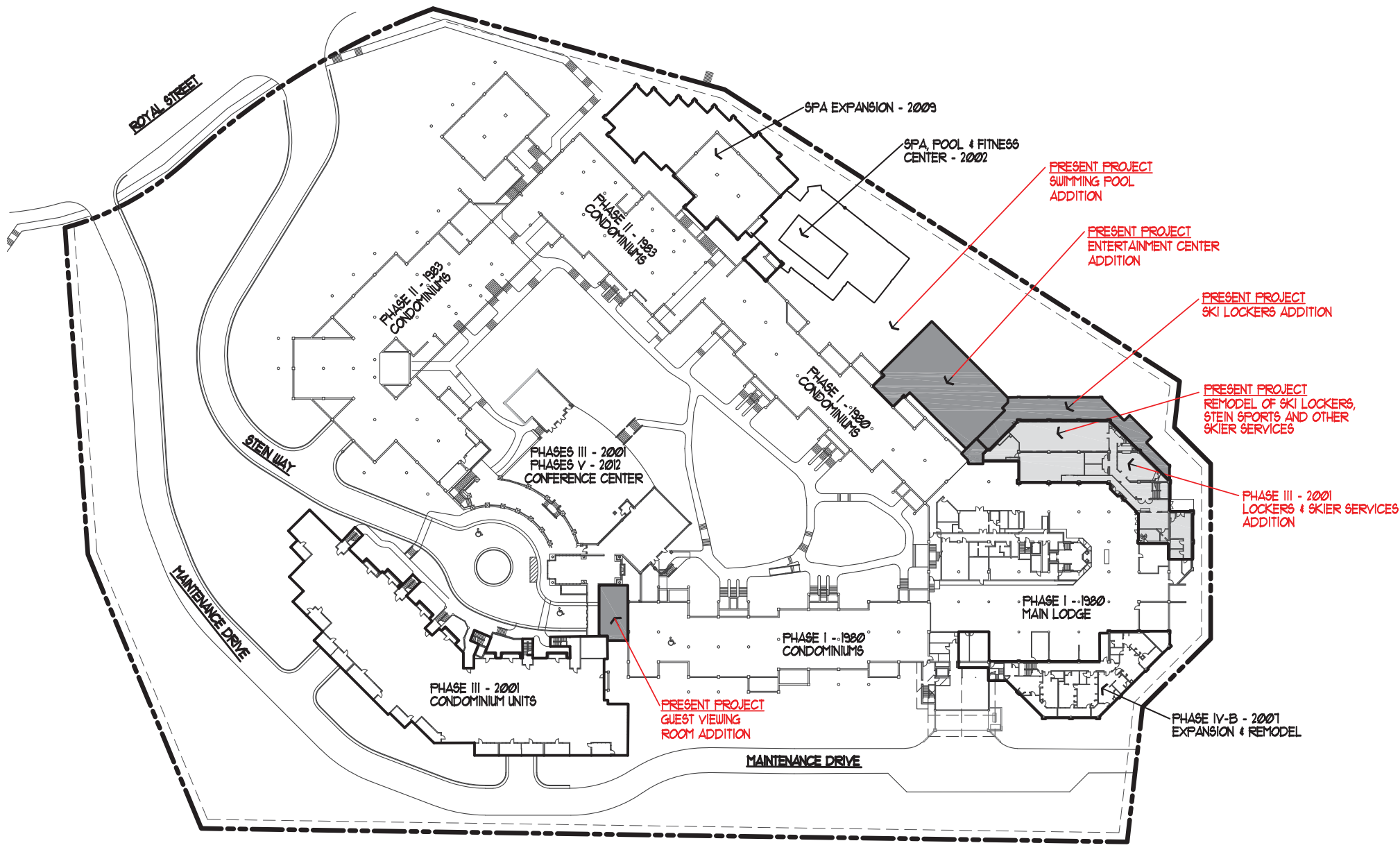
**STEIN ERIKSEN LODGE
OPEN SPACE AREA CALCULATIONS**

March 28, 2016



Project Site Plan
Stein Eriksen Lodge
 PHASE VI EXPANSION & REMODEL







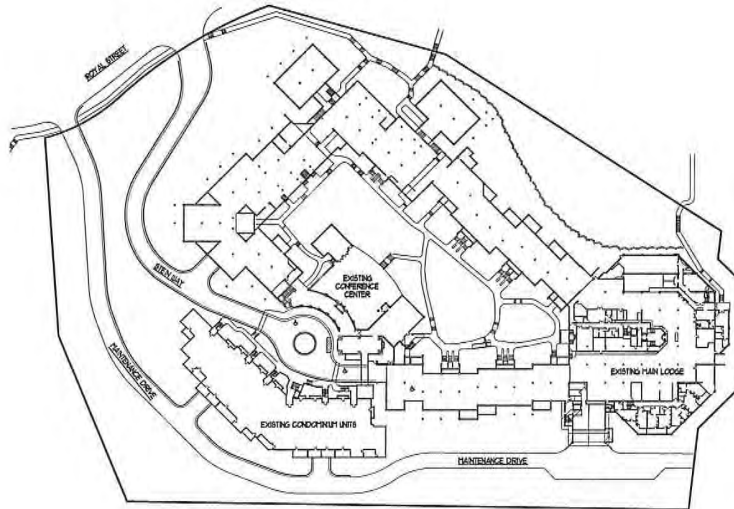
STEIN ERIKSEN LODGE

PHASE VI-A EXPANSION

*P-16-03176
CUP
Plans*

7700 STEIN WAY

PARK CITY, UTAH



LOCATION PLAN

NOT TO SCALE

DRAWING INDEX

GENERAL INFORMATION

- G11 COVER SHEET & DRAWING INDEX

CIVIL

ARCHITECTURAL

- A01 SITE PLAN
- A11 LOWER LEVEL DEMO PLAN
- A21 LOWER LEVEL FLOOR PLAN
- A22A GARAGE LEVEL FLOOR PLAN
- A22B GARAGE IMPROVEMENTS PLAN
- A23 MAIN LEVEL FLOOR PLAN
- A24 GUEST VIEWING ROOM FLOOR PLAN
- A41 EXTERIOR ELEVATIONS
- A42 EXTERIOR ELEVATIONS
- A51 BUILDING SECTIONS
- A52 BUILDING SECTIONS

ARCHITECTURAL (CONT'D)

- A53 GUEST VIEWING ROOM BUILDING SECTIONS
- A13B GARAGE LEVEL AREA-A-B REFLECTED CEILING PLAN

STRUCTURAL

PLUMBING & MECHANICAL

ELECTRICAL

ARCHITECT

WPA ARCHITECTURE

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LUKE BALLING
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lballing@tbse.us



Date: MAY 10, 2016
Revision:

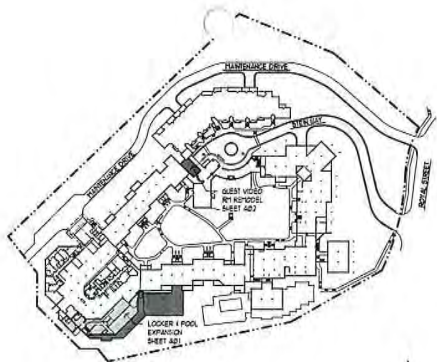
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Architecture

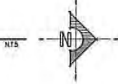
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STEIN ERIKSEN LODGE
PHASE VI - A EXPANSION & REMODEL
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G1.1
COVER SHEET
PROJECT
INFORMATION



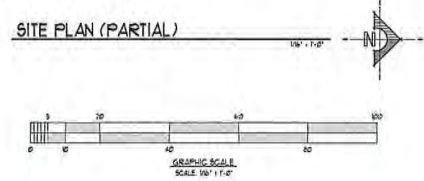
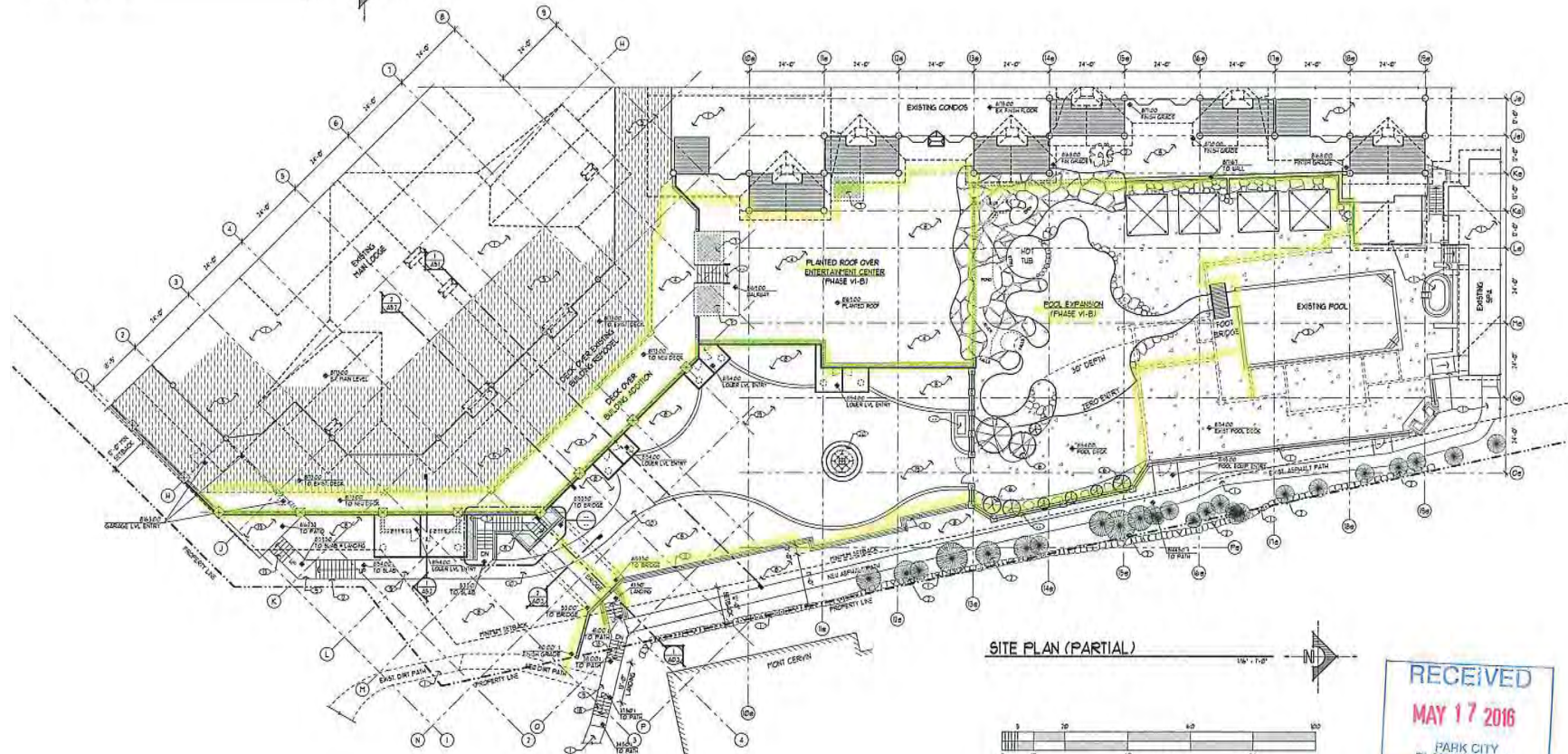
VICINITY MAP



LEGEND

[Hatched Box]	NEW BUILDING
[Dotted Box]	EXISTING BUILDING RENOVATED
[White Box]	EXISTING BUILDING TO REMAIN
[Horizontal Lines]	NEW CONCRETE SLABS, BLADE, ETC.
[Vertical Lines]	NEW CONCRETE WALKS, BLADE, ETC.
[Diagonal Lines]	POOL DECK w/ SHOUFEL SYSTEM - PHASE VI-B
[Stippled Box]	NEW PLANTER
[Cross-hatched Box]	NEW DISCREETIVE BACK ROCK CLIFF - PHASE VI-B
[Dashed Line]	PROPERTY LINE

- SHEET NOTES**
- ① EXISTING CONSTRUCTION
 - ② PROTECT EXISTING TREE - DURING CONSTRUCTION
 - ③ EXISTING POOL
 - ④ NEW BUILDING ADDITION
 - ⑤ EXISTING AREA TO BE RENOVATED
 - ⑥ NEW TREES, SHRUBS & GRASS COVER - SEE LANDSCAPING PLANS
 - ⑦ NEW PLANTER - SEE LANDSCAPING PLANS
 - ⑧ NEW LANDSCAPING GRASS - SEE LANDSCAPING PLANS
 - ⑨ NEW CONCRETE WALKWAY w/ SHOUFEL SYSTEM
 - ⑩ NEW CONCRETE WALKWAY
 - ⑪ NEW CONCRETE CURB & QUADRANT - SEE DETAIL
 - ⑫ NEW CONCRETE STAIR w/ SHOUFEL SYSTEM
 - ⑬ CONCRETE PAVING w/ SHOUFEL SYSTEM
 - ⑭ NEW CONCRETE STAIR w/ SHOUFEL SYSTEM (5 RIMS # 6" x 6" x 3'-0", 3 RIMS # 4" x 6" x 4")
 - ⑮ CONCRETE STAIR w/ SHOUFEL SYSTEM (5 RIMS # 6" x 6" x 3'-0", 6 RIMS # 5-1/2" x 7'-0")
 - ⑯ ...
 - ⑰ ...
 - ⑱ ...
 - ⑲ ...
 - ⑳ NEW CONCRETE STAIR (6 RIMS # 6" x 6" x 3'-0", 5 RIMS # 4" x 6" x 4")
 - ㉑ CONCRETE PAVING w/ SHOUFEL SYSTEM
 - ㉒ FIRE PIT - SEE DETAIL



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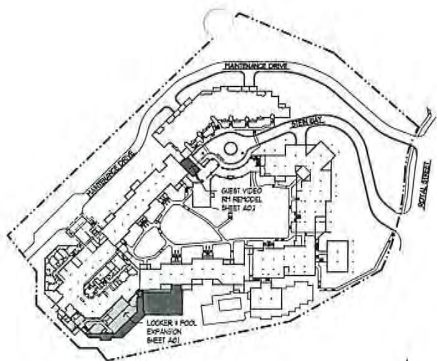
Date: MAY 12, 2016
Revision:

Alan R. Paulson
Ronald D. Jones
Bruce T. Fallon

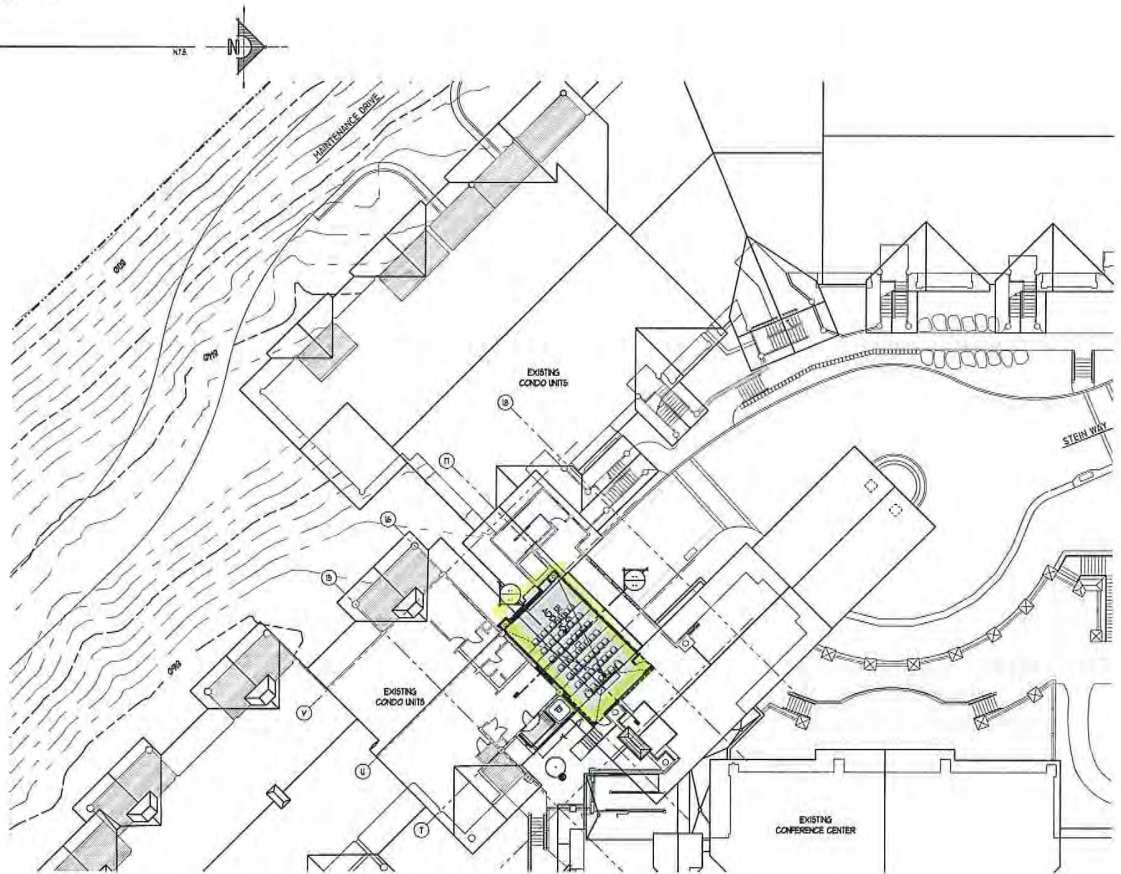
WPA
WESTERN PLANNING ASSOCIATION
1000 W. 1000 S. SUITE 100
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FAX: 801.378.4800

STEIN ERIKSEN LODGE
PHASE VI - A EXPANSION & REMODEL
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PARK CITY, UTAH 84000

A0.1
SITE PLAN



VICINITY MAP



SITE PLAN (PARTIAL)

LEGEND

- NEW BUILDING
- EXISTING BUILDING REPOLEDED
- EXISTING BUILDING TO REMAIN
- NEW CONCRETE WALK SLABS, ETC.
- NEW CONCRETE WALK SLABS, ETC.
- POOL DECK w/ BOUTEILLI SYSTEM - PHASE VI-B
- NEW PLANTER
- NEW DISCREETIVE FIRM ROCK 'CLIFF' - PHASE VI-B
- PROPERTY LINE

SHEET NOTES

- ⓐ EXISTING CONSTRUCTION
- ⓑ PROTECT EXISTING TREE - DURING CONSTRUCTION
- ⓒ EXISTING POOL
- ⓓ NEW BUILDING ADDITION
- ⓔ EXISTING AREA TO BE REPOLEDED
- ⓕ NEW TREES: 6" DBH (1" GROUND COVER - SEE LANDSCAPING PLANS)
- ⓖ NEW PLANTER - SEE LANDSCAPING PLANS
- ⓗ NEW LANDSCAPING GRAIN - SEE LANDSCAPING PLANS
- ⓓ NEW CONCRETE WALKWAY w/ BOUTEILLI SYSTEM
- ⓔ NEW CONCRETE WALKWAY
- ⓕ NEW CONCRETE CURB & GUARDRAIL - SEE DETAIL ---
- ⓖ NEW CONCRETE STAIR w/ BOUTEILLI SYSTEM (5 RISES x 8" x 2'-0" x 1'-0" RISERS x 4'-0" x 1'-0")
- ⓗ NEW CONCRETE STAIR w/ BOUTEILLI SYSTEM (5 RISES x 8" x 0'-3" x 0 RISES x 5'-0" x 1'-0")
- ⓓ ...
- ⓔ ...
- ⓕ ...
- ⓖ ...
- ⓗ ...
- ⓓ NEW CONCRETE STAIR (6 RISES x 6" x 2'-0" x 0 RISES x 10" x 0'-0")
- ⓔ CONCRETE PAVEMENT w/ BOUTEILLI SYSTEM
- ⓕ FINE FIT - SEE DETAIL ----



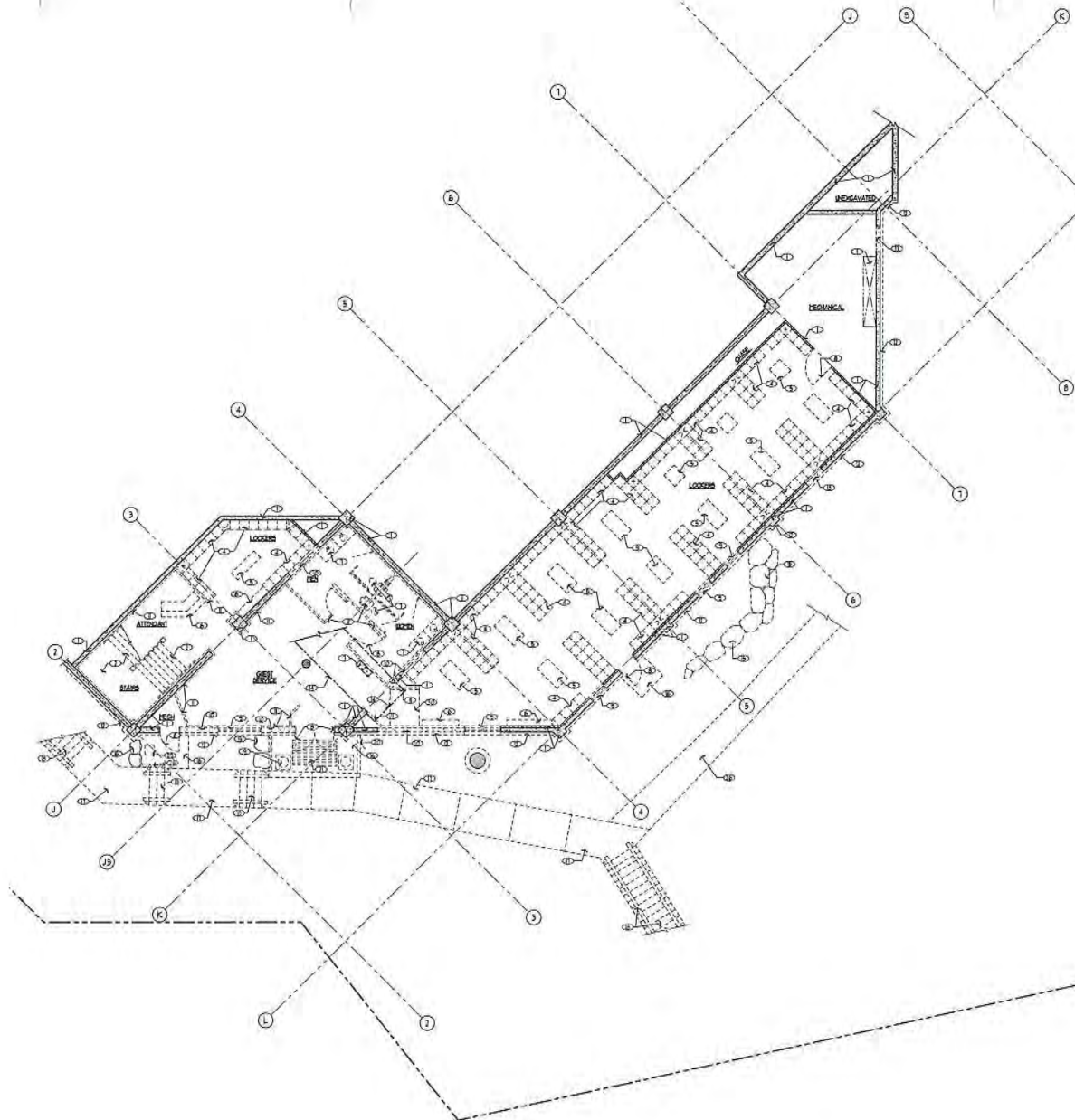
Date: MAY 10, 2016
 Revision:

Alan R. Paulson
 Ronald B. Jones
 Bruce T. Fallon

WPA
 ARCHITECTS & ENGINEERS
 Park City, Utah 84001

STEIN ERIKSEN LODGE
 PHASE VI - A EXPANSION & REMODEL
 7700 STEIN WAY
 PARK CITY, UTAH 84000

A0.2
 SITE PLAN



SHEETNOTES

- 1) EXISTING CONSTRUCTION TO REMAIN
- 2) REMOVE EXISTING CONCRETE ON GRADE STAIRS
- 3) REMOVE EXISTING CONCRETE FOUNDATION WALL
- 4) REMOVE EXISTING LOCKERS
- 5) REMOVE EXIST. BRICK FINISHES SAVE FOR REUSE
- 6) REMOVE EXISTING TILLERS
- 7) REMOVE EXIST. ALUMINUM FIXTURES, CAP PIPES
- 8) REMOVE EXIST. DOOR FRAME
- 9) REMOVE EXIST. WINDOWS / SPOKELIGHTS INCLUDING SILL AND CASING
- 10) REMOVE EXIST. CONCRETE BEARING WALL - SEE STRUCTURAL DRAWING
- 11) REMOVE EXIST. BRICK PAINTED WALL
- 12) REMOVE EXIST. WOOD VENEER + CONC. STONE LEDGER
- 13) MAKE CUT OPENING IN EXIST. CONC. WALL PATCH + REPAIR AS REQ'D
- 14) MAKE CUT OPENING FOR NEW STAIRS
- 15) REMOVE EXIST. RETAINING WALL/BEARER, SAVE FOR RE-USE
- 16) REMOVE EXIST. CONCRETE SLAB
- 17) REMOVE EXIST. SODIUM COORDINATE REMOVAL + RECONSTRUCTION OF BRICK PELL STAIRS - SEE MECHANICAL DRAWING
- 18) REMOVE EXIST. CONC. STEPS + RAILINGS
- 19) REMOVE EXIST. BR. DUAL PIPE COLUMN
- 20) REMOVE EXIST. CANOPY
- 21) REMOVE EXIST. ENTRY GRATING + FRAME
- 22) REMOVE EXIST. GUARD RAIL/STAIRS + RETURN TO BS ROOMS
- 23) REMOVE EXIST. JAIL WOOD DECKING
- 24) REMOVE EXIST. LOG GUARD RAIL
- 25) REMOVE EXIST. MASONRY PIER
- 26) REMOVE EXIST. PATH
- 27) REMOVE EXIST. LANDSCAPING (TREES, BURNER, ETC.) - SEE LANDSCAPING DRAWINGS
- 28) REMOVE EXIST. CONC. WALL + FOOTING
- 29) REMOVE EXIST. MECHANICAL UNIT - SEE MECHANICAL DRAWINGS
- 30) REMOVE EXIST. CONC. RUFF

GENERAL DEMOLITION NOTES

1. THE OWNER SHALL LEAVE FIRST ROW OF EXISTING EXTERIOR CONSTRUCTION UNDEMOLISHED. ALL OTHER ROWS TO BE DEMOLISHED SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
2. CONTRACTOR SHALL VISIT SITE AND RECOGNIZE FAMILIAR WITH EXISTING CONSTRUCTION.
3. ADDITIONAL DEMOLITION WORK WILL BE INDICATED IN THE FINAL ARCHITECTURAL, STRUCTURAL, PLUMBING, MECHANICAL AND ELECTRICAL DRAWINGS.
4. DO NOT CUT OR REMOVE STRUCTURAL ELEMENTS IN A MANNER THAT WOULD AFFECT THEIR LOAD-CARRYING ABILITY.
5. REMOVE EXISTING FLOOR, BASE WALL + CEILING FINISHES AS REQUIRED FOR NEW FINISHES - SEE ROOM FINISH SCHEDULE.

PLUMBING DEMOLITION NOTES

1. REMOVE ALL EXISTING WATER AND VENT PIPING WITHIN AREAS TO BE DEMOLISHED EXCEPT FOR THAT DEMOLISHED TO REMAIN. ALL EXISTING BRANCH PIPING THAT CONNECTS TO THE V BUILDING DRAIN THAT REMAINS SHALL BE REMOVED TO THE MAIN AND THE SITE CAMEP.
2. SEE PLUMBING DRAWINGS FOR ADDITIONAL DEMOLITION NOTES

MECHANICAL DEMOLITION NOTES

1. REMOVE ALL EXISTING DUCT, SANITEL, INTAKE CONNECTORS, DUCT HEATERS, FANS, DRAIN PANS, GRILLER, DIFFUSERS, EXHAUST FANS, AND CONCRETE EQUIPMENT PADS LOCATED WITHIN OR ON THE BUILDING EXCEPT FOR THAT DEMOLISHED TO REMAIN.
2. SEE MECHANICAL DRAWINGS FOR ADDITIONAL DEMOLITION NOTES

ELECTRICAL DEMOLITION NOTES

1. REMOVE ALL ELECTRICAL DEVICES, LIGHT FIXTURES AND ASSOCIATED CIRCUIT CONDUITS IN AREAS TO BE DEMOLISHED.
2. HANGMAN POWER TO ALL DOWNLINE FIXTURES AND DEVICES THAT ARE TO REMAIN.
3. REMOVE CIRCUIT CONDUITS TO ACCOMMODATE NEW FIXTURES AND SERVICE LOCATIONS. SEE NEW ELECTRICAL DRAWING.
4. REMOVE AND RELOCATE ANY PANEL BOARDS THAT EXIST IN AREAS TO BE DEMOLISHED. FIELD VERIFY.
5. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION NOTES

Date: MAY 10, 2016
 Revision:



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 Ronald B. Jones
 Bruce T. Fallon

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 ARCHITECTS & ENGINEERS
 150 W. 1000 S. SUITE 200
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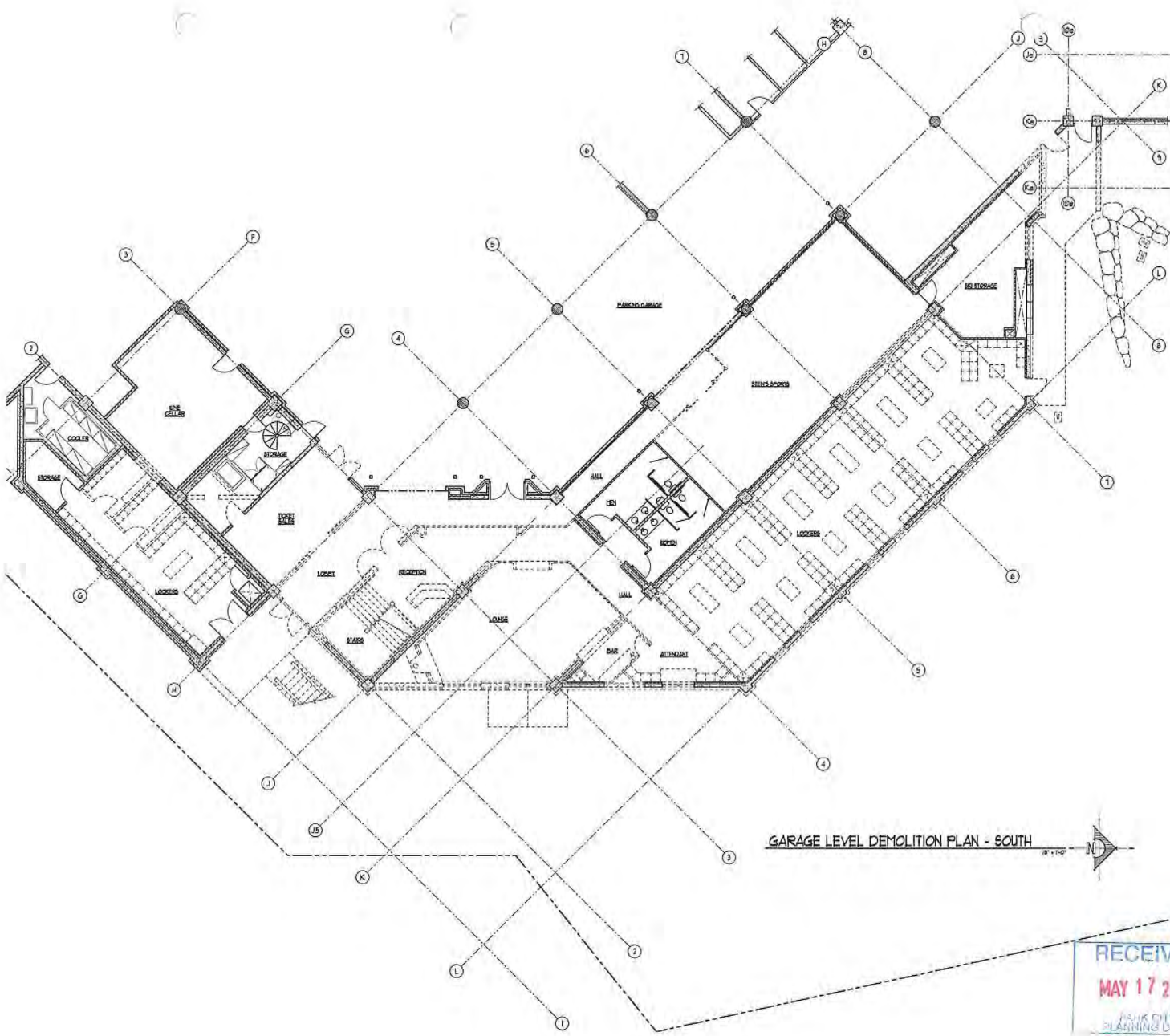
STEIN ERIKSEN LODGE
 PHASE VI - A EXPANSION & REMODEL
 7700 STEINWAY
 PARK CITY, UTAH 84080



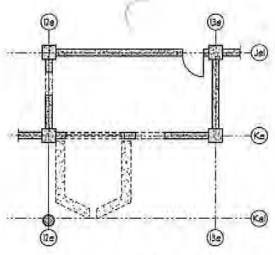
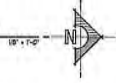
A1.2

LOWER LEVEL
 DEMOLITION PLAN





GARAGE LEVEL DEMOLITION PLAN - SOUTH



SHEETNOTES

- 1. EXISTING CONSTRUCTION TO REMAIN
- 2. REMOVE EXISTING CONCRETE ON GRADE BEARING
- 3. REMOVE EXISTING CONCRETE FOUNDATION WALL
- 4. REMOVE EXISTING LOCKERS
- 5. REMOVE EXIST. GOOD REMOVED SAVE FOR REUSE
- 6. REMOVE EXISTING FILLWORK
- 7. REMOVE EXIST. PLUMBING FURNACE, CAP PIPES
- 8. REMOVE EXIST. COOKER / FRIER
- 9. REMOVE EXIST. WINDOWS / Sidelights INCLUDING SILL AND CASING
- 10. REMOVE EXIST. CONCRETE BEARING WALL - SEE MECHANICAL DRAWINGS
- 11. REMOVE EXIST. LOUD PROPER WALL
- 12. REMOVE EXIST. STONE VENEER / CONC. STONE LEISER
- 13. SAW CUT OPENING IN EXIST. CONC. WALL PATCH / REPAIR AS NEED
- 14. SAW CUT OPENING FOR NEW STAIRS
- 15. REMOVE EXIST. RETAINING BOLDCERS SAVE FOR REUSE
- 16. REMOVE EXIST. CONCRETE SLAB
- 17. REMOVE EXIST. REBAR. COORDINATE REMOVE / RECONSTRUCTION OF INDOOR FLEET STREET - SEE MECHANICAL DRAWINGS
- 18. REMOVE EXIST. CONC. BEAM / WALLING
- 19. REMOVE EXIST. 30" DIA. PIPE COLUMNS
- 20. REMOVE EXIST. GAWDY
- 21. REMOVE EXIST. GRYT GRATING / FRIER
- 22. REMOVE EXIST. GULF-LAY PLATE'S / RETAIN TO BE REUSE
- 23. REMOVE EXIST. 2x4 LOUD FLOORING
- 24. REMOVE EXIST. LOG GUARD RAIL
- 25. REMOVE EXIST. HANDY FEEL
- 26. REMOVE EXIST. PAIR
- 27. REMOVE EXIST. LANDSCAPING TREES (SHRUBS, ETC.) - SEE LANDSCAPING DRAWINGS
- 28. REMOVE EXIST. CONC. WALL / FOOTING
- 29. REMOVE EXIST. MECHANICAL UNIT - SEE MECHANICAL DRAWINGS
- 30. REMOVE EXIST. CONC. RAFF

GENERAL DEMOLITION NOTES

1. THE OWNER SHALL HAVE FIRST RIGHT OF KEEPING EXISTING CONSTRUCTION MATERIALS. ALL OTHER ITEMS TO BE DEMOLISHED SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
2. CONTRACTOR SHALL VISIT SITE AND BECOME FAMILIAR WITH EXISTING CONSTRUCTION.
3. ADDITIONAL DEMOLITION WORK WILL BE INDICATED IN THE FINAL ARCHITECTURAL, STRUCTURAL, PLUMBING, MECHANICAL, AND ELECTRICAL DRAWINGS.
4. DO NOT CUT OR REMOVE STRUCTURAL ELEMENTS IN A MANNER THAT WOULD AFFECT THEIR LOAD-CARRYING ABILITY.
5. REMOVE EXISTING FLOOR BASE WALL / CEILING FINISHES AS REQUIRED FOR NEW FINISHES - SEE RDPD FINISH SCHEDULE

PLUMBING DEMOLITION NOTES

1. REMOVE ALL EXISTING WASTE AND VENT PIPING WITHIN AREAS TO BE DEMOLISHED EXCEPT FOR THAT IDENTIFIED BELOW TO REMAIN. ALL EXISTING DRAIN PIPING THAT CONNECTS TO THE # BUILDING DRAIN THAT REMAINS SHALL BE REMOVED TO THE MAIN AND THE STUB CAPPED.
2. SEE PLUMBING DRAWINGS FOR ADDITIONAL DEMOLITION NOTES

MECHANICAL DEMOLITION NOTES

1. REMOVE ALL EXISTING DUCT PAN COIL UNITS, CONVECTORS, DUCT HEATERS, PANES, DRAIN PANS, DOLLERS, DISCHARGE EXHAUST FANS, AND CONCRETE EQUIPMENT PADS LOCATED WITHIN OR ON THE BUILDING, EXCEPT FOR THAT IDENTIFIED BELOW TO REMAIN.
2. SEE MECHANICAL DRAWINGS FOR ADDITIONAL DEMOLITION NOTES

ELECTRICAL DEMOLITION NOTES

1. REMOVE ALL EXISTING ELECTRICAL DEVICES, LIGHT FIXTURES AND ASSOCIATED CIRCUIT CONDUITS IN AREAS TO BE DEMOLISHED.
2. PANFAN POWER TO ALL DOWN LINE FIXTURES AND DEVICES THAT ARE TO REMAIN.
3. REROUTE CIRCUIT CONDUITS TO ACCOMMODATE NEW FIXTURES AND DEVICE LOCATIONS. SEE NEW ELECTRICAL DRAWINGS.
4. REMOVE AND RELOCATE ANY PANEL BOARDS THAT EXIST IN AREAS TO BE DEMOLISHED. FIELD VENT.
5. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION NOTES

Date: MAY 10, 2016
 Revision:

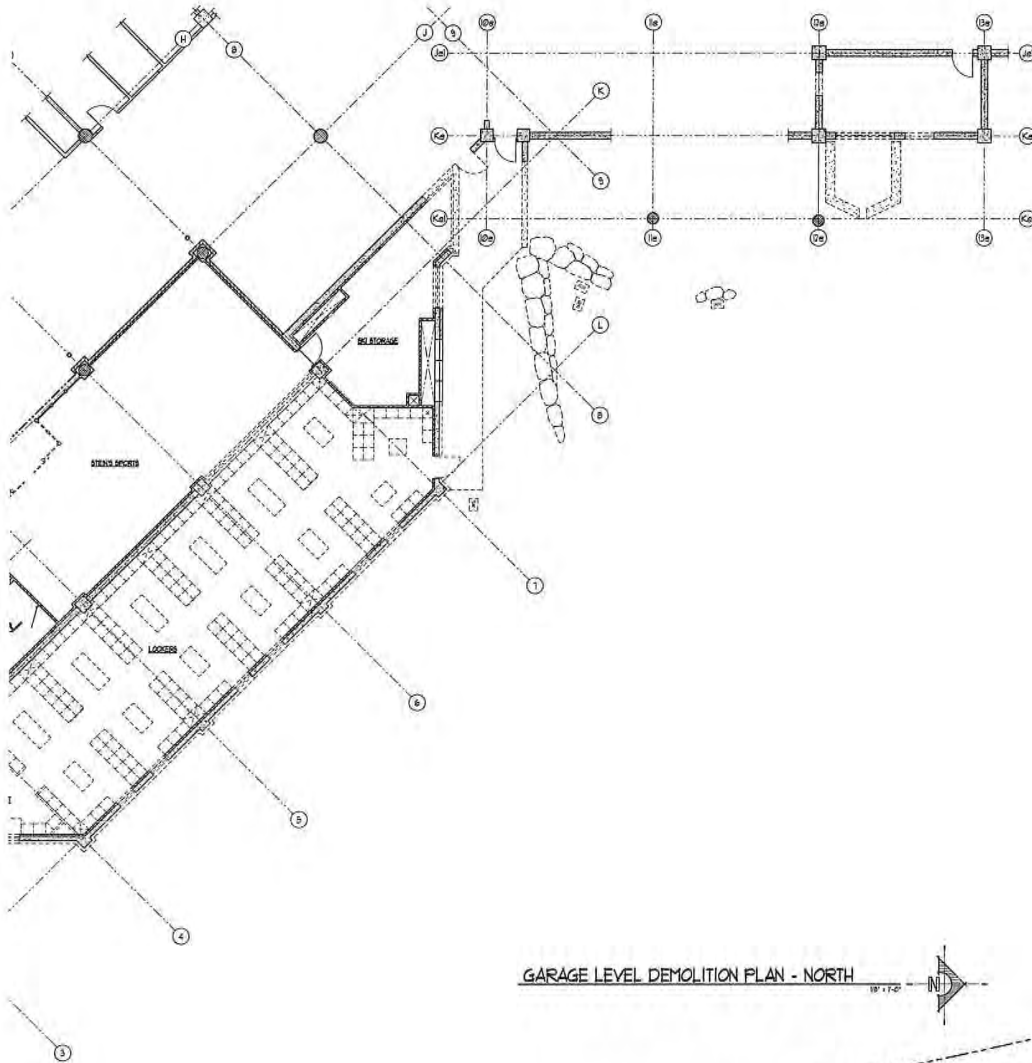
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 421 Main Street, Suite 100
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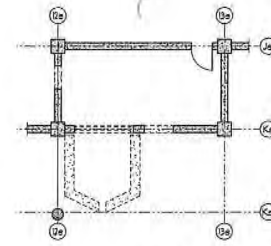
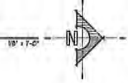
STEIN ERIKSEN LODGE
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 PARK CITY PLANNING DEPT.

A1.3a
 GARAGE LEVEL
 DEMOLITION PLAN - SOUTH



GARAGE LEVEL DEMOLITION PLAN - NORTH



SHEETNOTES

- (1) EXISTING CONSTRUCTION TO REMAIN
- (2) REMOVE EXISTING CONCRETE ON GARAGE STAIRS
- (3) REMOVE EXISTING CONCRETE FOUNDATION WALL
- (4) REMOVE EXISTING LOCKERS
- (5) REMOVE EXIST. WOOD BENCHES, SAVE FOR REUSE
- (6) REMOVE EXISTING FILLWORK
- (7) REMOVE EXIST. PLUMBING FITURES, CAP PIPES
- (8) REMOVE EXIST. DOOR / FRAME
- (9) REMOVE EXIST. WINDOWS / SILLINGS, INCLUDING SILL AND CASINGS
- (10) REMOVE EXIST. CONCRETE BEARING WALL - SEE STRUCTURAL DRAWINGS
- (11) REMOVE EXIST. WOOD PLASTER WALL
- (12) REMOVE EXIST. STONE VENEER / CONC. STONE LOCKER
- (13) SAW CUT OPENING IN EXIST. CONC. WALL PATCH & REPAIR AS REQ'D
- (14) SAW CUT OPENING FOR NEW STAIRS
- (15) REMOVE EXIST. RETAINING BOLLERS, SAVE FOR REUSE
- (16) REMOVE EXIST. CONCRETE SLAB
- (17) REMOVE EXIST. REBAR, CONCRETE REINFORC. & REINFORC. OF BRACKET, SLT STRIPS - SEE MECHANICAL DRAWINGS
- (18) REMOVE EXIST. CONC. STEPS & BOLLERS
- (19) REMOVE EXIST. 10" DIA. PIPE COLUMNS
- (20) REMOVE EXIST. CEMENT
- (21) REMOVE EXIST. ENTRY GRATING & FRAME
- (22) REMOVE EXIST. GLU-LAM BEAMS & RETAIN TO BE REUSED
- (23) REMOVE EXIST. 1/4\"/>

GENERAL DEMOLITION NOTES

1. THE OWNER SHALL HAVE FIRST RIGHT OF KEEPING EXISTING CONSTRUCTION MATERIALS. ALL OTHER ITEMS TO BE DEMOLISHED SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
2. CONTRACTOR SHALL VISIT SITE AND BECOME FAMILIAR WITH EXISTING CONSTRUCTION.
3. ADDITIONAL DEMOLITION WORK WILL BE INDICATED IN THE FINAL ARCHITECTURAL, STRUCTURAL, PLUMBING, MECHANICAL AND ELECTRICAL DRAWINGS.
4. DO NOT CUT OR REMOVE STRUCTURAL ELEMENTS IN A MANNER THAT WOULD AFFECT THEIR LOAD-CARRYING ABILITY.
5. REMOVE EXISTING FLOOR SLABS SHALL BE REUSED, FINISHES AS REQUIRED FOR NEW FINISHES - SEE ROOM FINISH SCHEDULE.

PLUMBING DEMOLITION NOTES

1. REMOVE ALL EXISTING WASTE AND VENT PIPING SYSTEM AREAS TO BE DEMOLISHED EXCEPT FOR THAT DETERMINED BELOW TO REMAIN. ALL EXISTING BRANCH PIPING THAT CONNECTS TO THE 4\"/>

MECHANICAL DEMOLITION NOTES

1. REMOVE ALL EXISTING DUCT AIR COIL UNITS, CONDENSING DUCT HEATERS, FAN DRAIN PAN, GALVANIZED DUCTWORK, EXHAUST FANS, AND CONCRETE EQUIPMENT PADS LOCATED UPON OR ON THE BUILDING, EXCEPT FOR THAT DETERMINED BELOW TO REMAIN.
2. SEE MECHANICAL DRAWINGS FOR ADDITIONAL DEMOLITION NOTES.

ELECTRICAL DEMOLITION NOTES

1. REMOVE ALL ELECTRICAL DEVICES, LIGHT FIXTURES AND ASSOCIATED CIRCUIT CONDUITS IN AREAS TO BE DEMOLISHED.
2. MAINTAIN POWER TO ALL COOL LINE PIPINGS AND DEVICES THAT ARE TO REMAIN.
3. REMOVE CIRCUIT CONDUITS TO ACCOMMODATE NEW FIXTURES AND DEVICE LOCATIONS. SEE THE ELECTRICAL DRAWINGS.
4. REMOVE AND RELOCATE ANY PANEL BOARDS THAT EXIST IN AREAS TO BE DEMOLISHED. FIELD VERIFY.
5. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION NOTES.



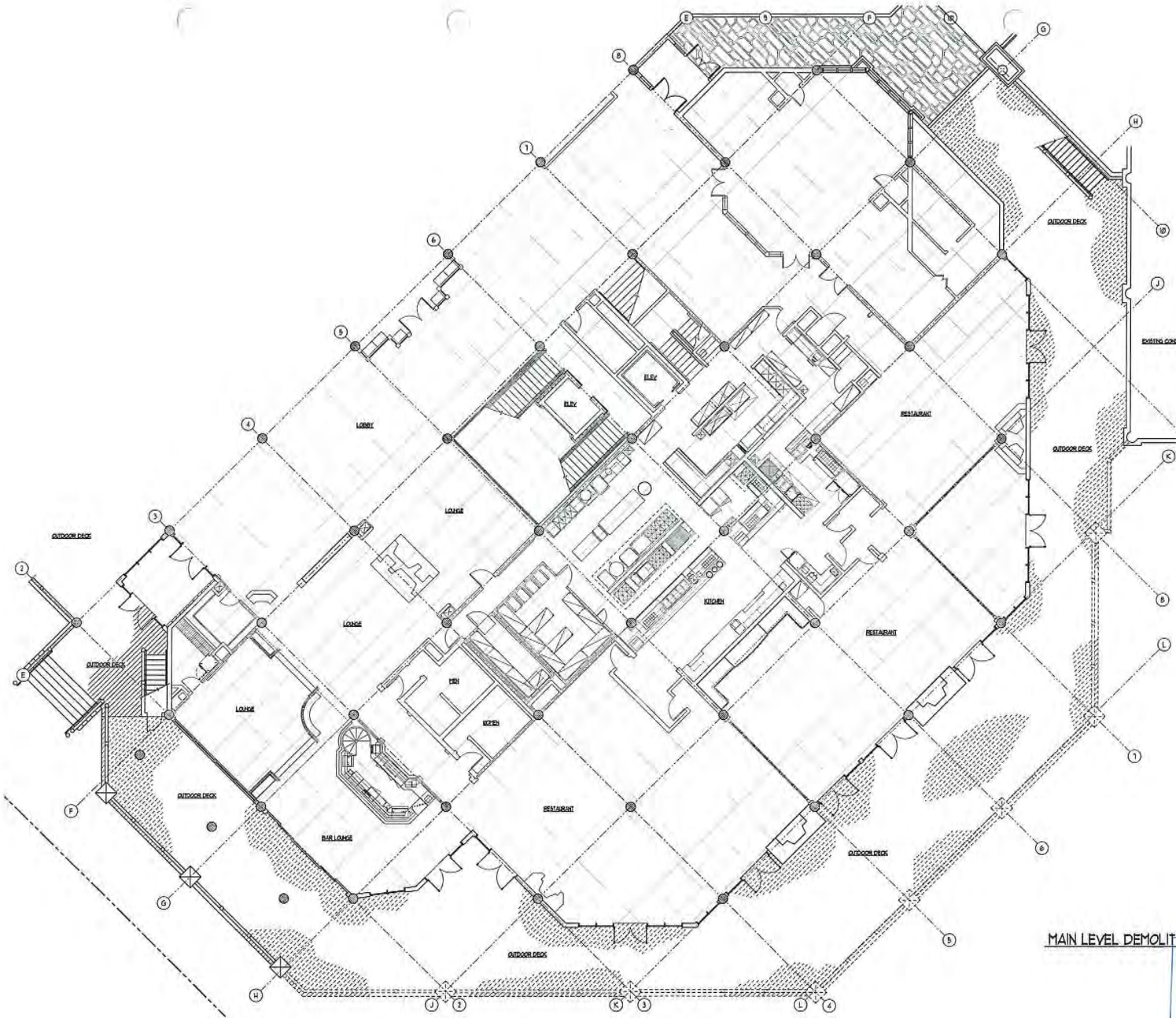
Date: MAY 10, 2016
Revision:

Alan R. Paulson
Ronald B. Jones
Bruce T. Fallon

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**STEIN ERIKSEN LODGE
PHASE VI - A EXPANSION & REMODEL**
7700 STEINWAY
PARK CITY, UTAH 84080

A1.3b
GARAGE LEVEL
DEMOLITION PLAN -
NORTH



SHEETNOTES

- 1 EXISTING CONSTRUCTION TO REMAIN
- 2 REMOVE EXISTING CONCRETE ON GRADE SLAB
- 3 REMOVE EXISTING CONCRETE FOUNDATION WALL
- 4 REMOVE EXISTING LOGGING
- 5 REMOVE EXIST WOOD DECKING BASE FOR REUSE
- 6 REMOVE EXISTING FLOORING
- 7 REMOVE EXIST PLUMBING FINISHES CAP PIPES
- 8 REMOVE EXIST DOOR & FRAME
- 9 REMOVE EXIST LINOLEUM / SCHEDULES INCLUDING BELL AND GARNER
- 10 REMOVE EXIST CONCRETE BEARING WALL - SEE STRUCTURAL DRAWINGS
- 11 REMOVE EXIST WOOD FRAMED WALL
- 12 REMOVE EXIST STONE VENEER & CONC. STONE LEISURE
- 13 SAW CUT OPENING IN EXIST. CONC. WALL PATCH & REPAIR AS REQ'D
- 14 SAW CUT OPENING FOR NEW STAIRS
- 15 REMOVE EXIST RETAINING BOLDERS, SAVE FOR REUSE
- 16 REMOVE EXIST CONCRETE SLAB
- 17 REMOVE EXIST SCHEDULES COORDINATE REMOVAL & RECONNECTION OF RADIANT HEAT - SEE MECHANICAL DRAWINGS
- 18 REMOVE EXIST CONC. STEPS & RAILINGS
- 19 REMOVE EXIST 30" DIA. PIPE COLUMNS
- 20 REMOVE EXIST CHIMNEY
- 21 REMOVE EXIST ENTRY GRATING & FRAME
- 22 REMOVE EXIST GULF-LAM BEAMS & RETAIN TO BE REUSED
- 23 REMOVE EXIST 2x4 WOOD DECKING
- 24 REMOVE EXIST LOG GUARD RAIL
- 25 REMOVE EXIST HANDICAP FIBER
- 26 REMOVE EXIST PAINT
- 27 REMOVE EXIST LANDSCAPING (TREES, BUSHES, ETC) - SEE LANDSCAPING DRAWINGS
- 28 REMOVE EXIST CONC. WALL & FOOTING
- 29 REMOVE EXIST MECHANICAL UNIT - SEE MECHANICAL DRAWINGS
- 30 REMOVE EXIST CONC. RAFT

GENERAL DEMOLITION NOTES

- 1 THE OWNER SHALL HAVE FIRST RIGHT OF KEEPING EXISTING CONSTRUCTION MATERIALS. ALL OTHER ITEMS TO BE DEMOLISHED SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
- 2 CONTRACTOR SHALL VISIT SITE AND BECOME FAMILIAR WITH EXISTING CONSTRUCTION.
- 3 ADDITIONAL DEMOLITION WORK WILL BE INDICATED IN THE FINAL ARCHITECTURAL, STRUCTURAL, PLUMBING, MECHANICAL AND ELECTRICAL DRAWINGS.
- 4 DO NOT CUT OR REMOVE STRUCTURAL ELEMENTS IN A MANNER THAT WOULD AFFECT THEIR LOAD-CARRYING ABILITY.
- 5 REMOVE EXISTING FLOOR BALL WALL & CEILING FINISHES AS REQUIRED FOR NEW FINISHES - SEE ROOM FINISH SCHEDULE.

PLUMBING DEMOLITION NOTES

- 1 REMOVE ALL EXISTING SLATE AND VENT PIPING UPON AREAS TO BE DEMOLISHED EXCEPT FOR THAT DESIGNATED TO REMAIN. ALL EXISTING BRANCH PIPING THAT CONNECTS TO THE 4" BUILDING DRAIN SHALL REMAIN, SHALL BE REMOVED TO THE MAN AND THE SITS CAPPED.
- 2 SEE PLUMBING DRAWINGS FOR ADDITIONAL DEMOLITION NOTES

MECHANICAL DEMOLITION NOTES

- 1 REMOVE ALL EXISTING DUCT FAN COIL UNIT CONVEYORS, DUCT HEATERS, FANS, DRAIN PANS, GRILLES, OUTSIDE EXHAUST FANS, AND CONCRETE EQUIPMENT PADS LOCATED UPON OR ON THE BUILDING EXCEPT FOR THAT DESIGNATED TO REMAIN.
- 2 SEE MECHANICAL DRAWINGS FOR ADDITIONAL DEMOLITION NOTES

ELECTRICAL DEMOLITION NOTES

- 1 REMOVE ALL ELECTRICAL DEVICES, LIGHT FIXTURES AND ASSOCIATED CIRCUIT CONDUITS IN AREAS TO BE DEMOLISHED.
- 2 MAINTAIN POWER TO ALL DOWN LINE DEVICES AND DEVICES THAT ARE TO REMAIN.
- 3 REMOVE CIRCUIT CONDUITS TO ACCOMMODATE NEW FITURES AND DEVICE LOCATIONS. SEE ELECTRICAL DRAWINGS.
- 4 REMOVE AND RELOCATE ANY PANEL BOARDS THAT EXIST IN AREAS TO BE DEMOLISHED. FIELD VERIFY.
- 5 SEE ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION NOTES

MAIN LEVEL DEMOLITION PLAN



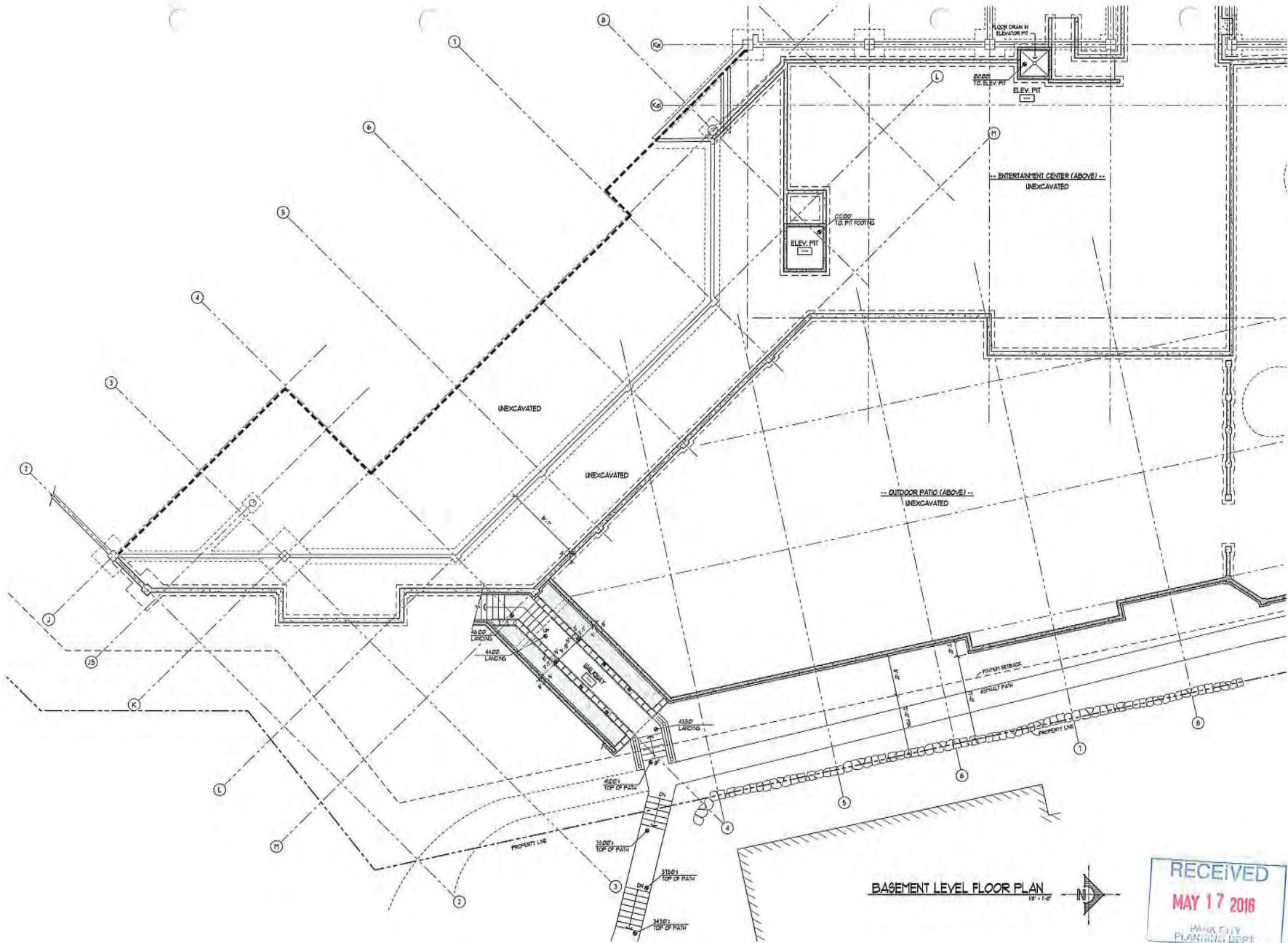
Date: MAY 10, 2016
 Revision:

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 Bruce T. Fallon

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 1001 W. 2000 S.
 PARK CITY, UTAH 84001
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STEIN ERIKSEN LODGE
 PHASE VI - A EXPANSION & REMODEL
 7700 STEIN WAY
 PARK CITY, UTAH 84005

A1.4
 MAIN LEVEL DEMOLITION PLAN



Date: MAY 10, 2016
 Revision:

DESIGNED BY

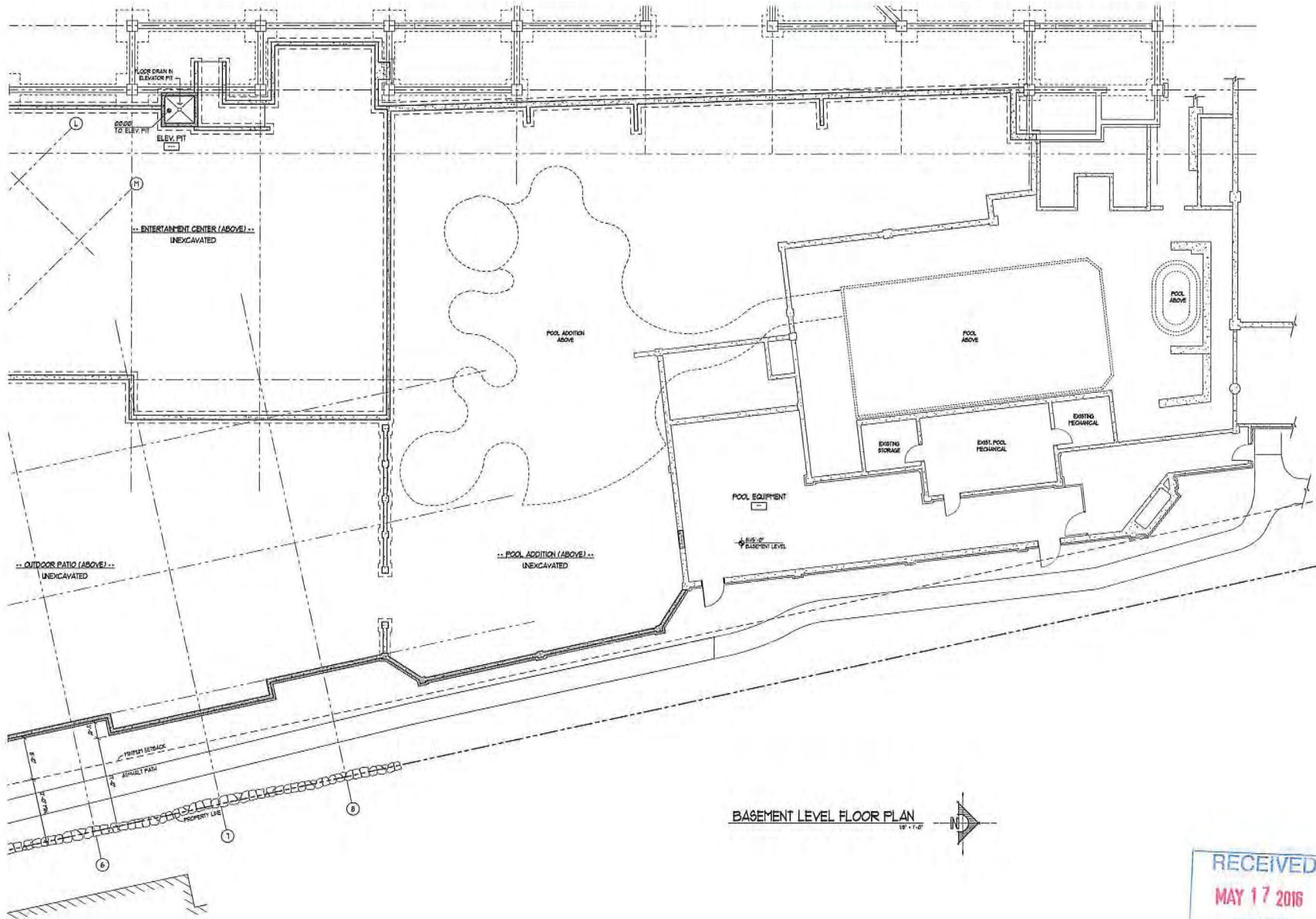
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 7700 STEINWAY
 PARK CITY, UTAH 84080

A2.1a
 BASEMENT LEVEL
 PLAN - SOUTH

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BASEMENT LEVEL FLOOR PLAN
1/8" = 1'-0"



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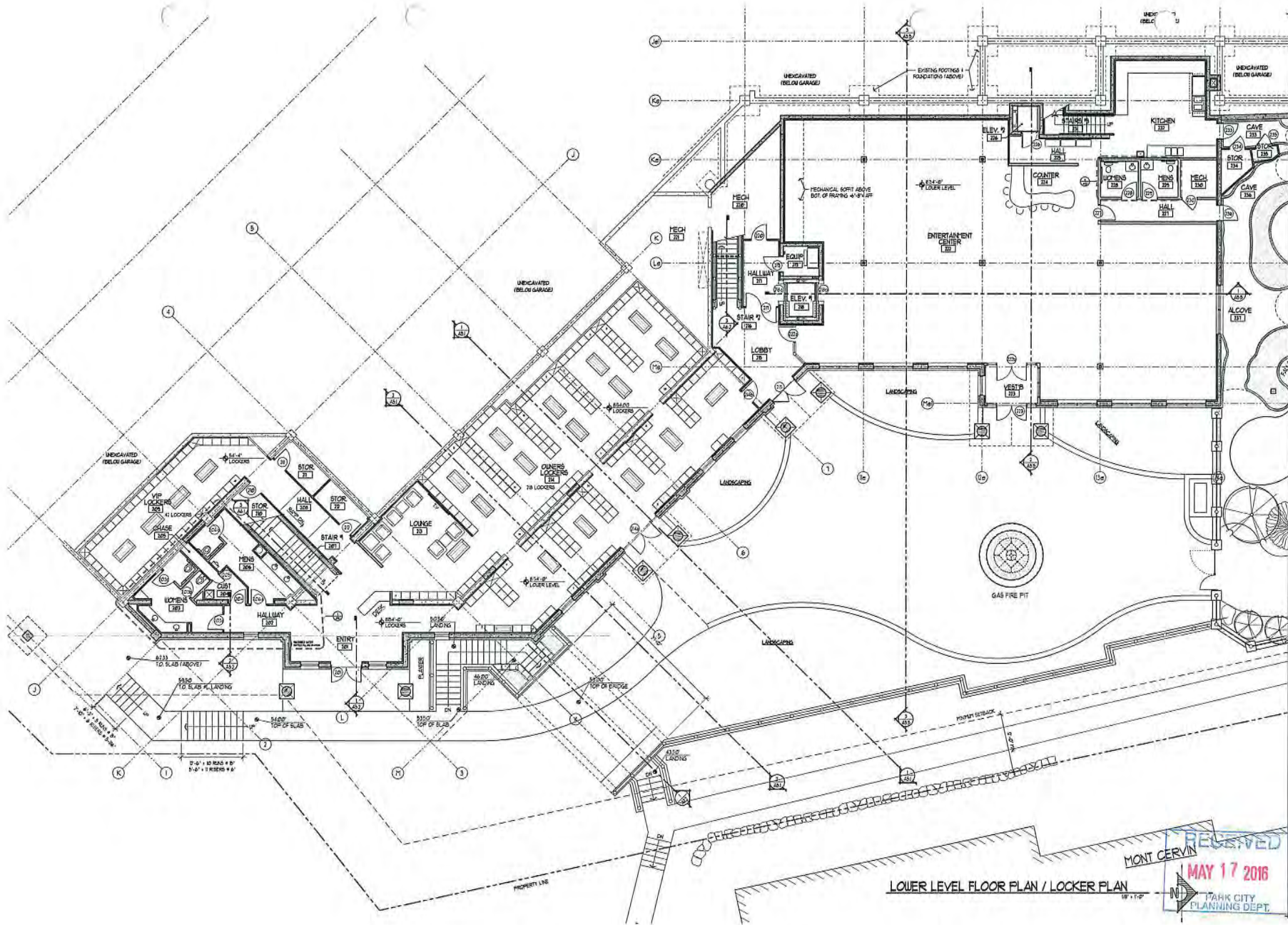
Date: MAY 10, 2016
Revision:

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STEIN ERIKSEN LODGE
PHASE VI - A EXPANSION & REMODEL
7700 STEIN WAY
PARK CITY, UTAH 84090

A2.1b
BASEMENT LEVEL
PLAN - NORTH



Date: MAY 10, 2016
Revision:

Alan B. Prudson
Ronald B. Jones
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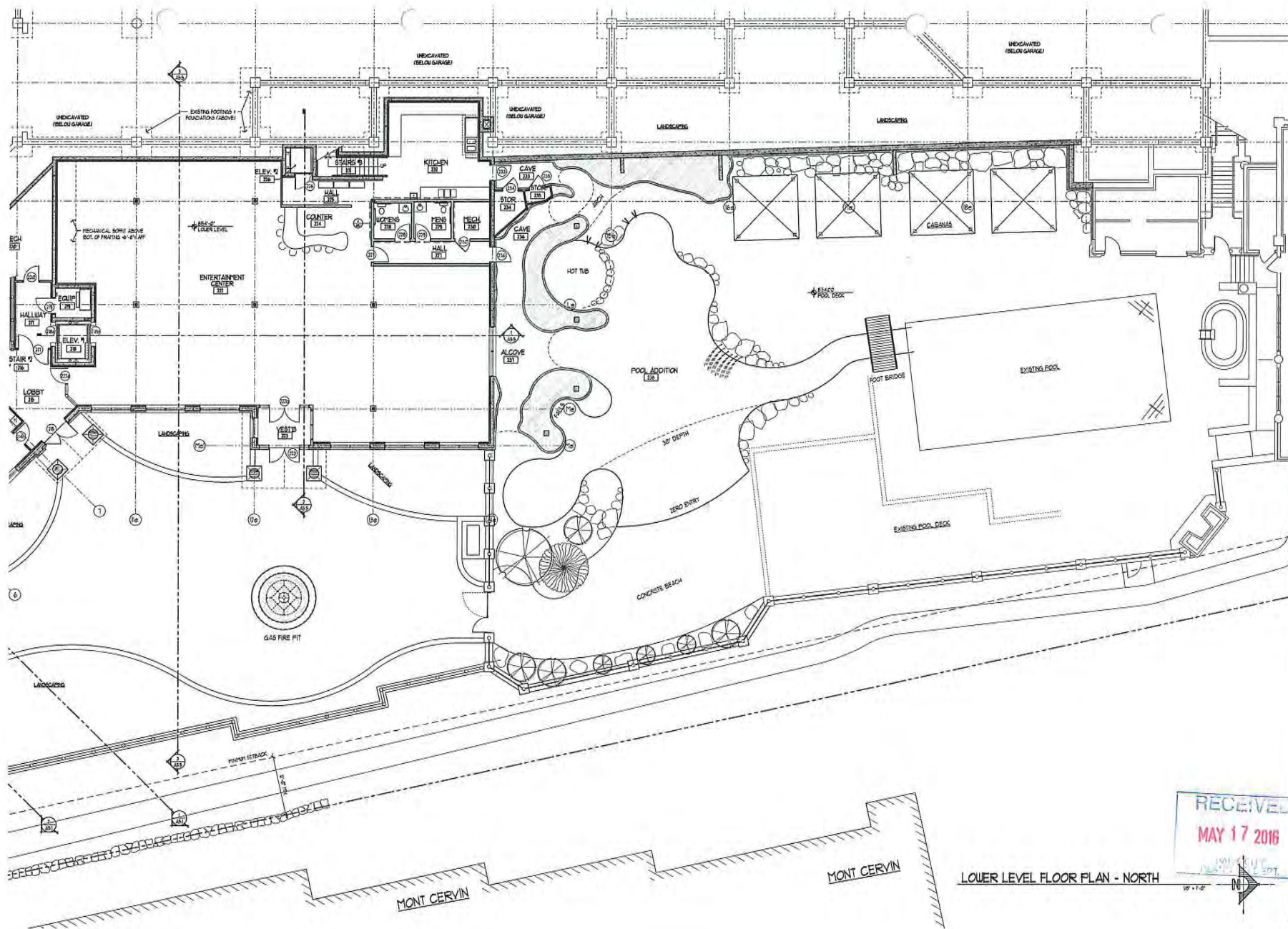
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STEIN ERIKSEN LODGE
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PARK CITY, UTAH 84090

A2.2a
LOWER LEVEL FLOOR
PLAN / LOCKER
PLAN

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LOWER LEVEL FLOOR PLAN / LOCKER PLAN



Date: MAY 10, 2016
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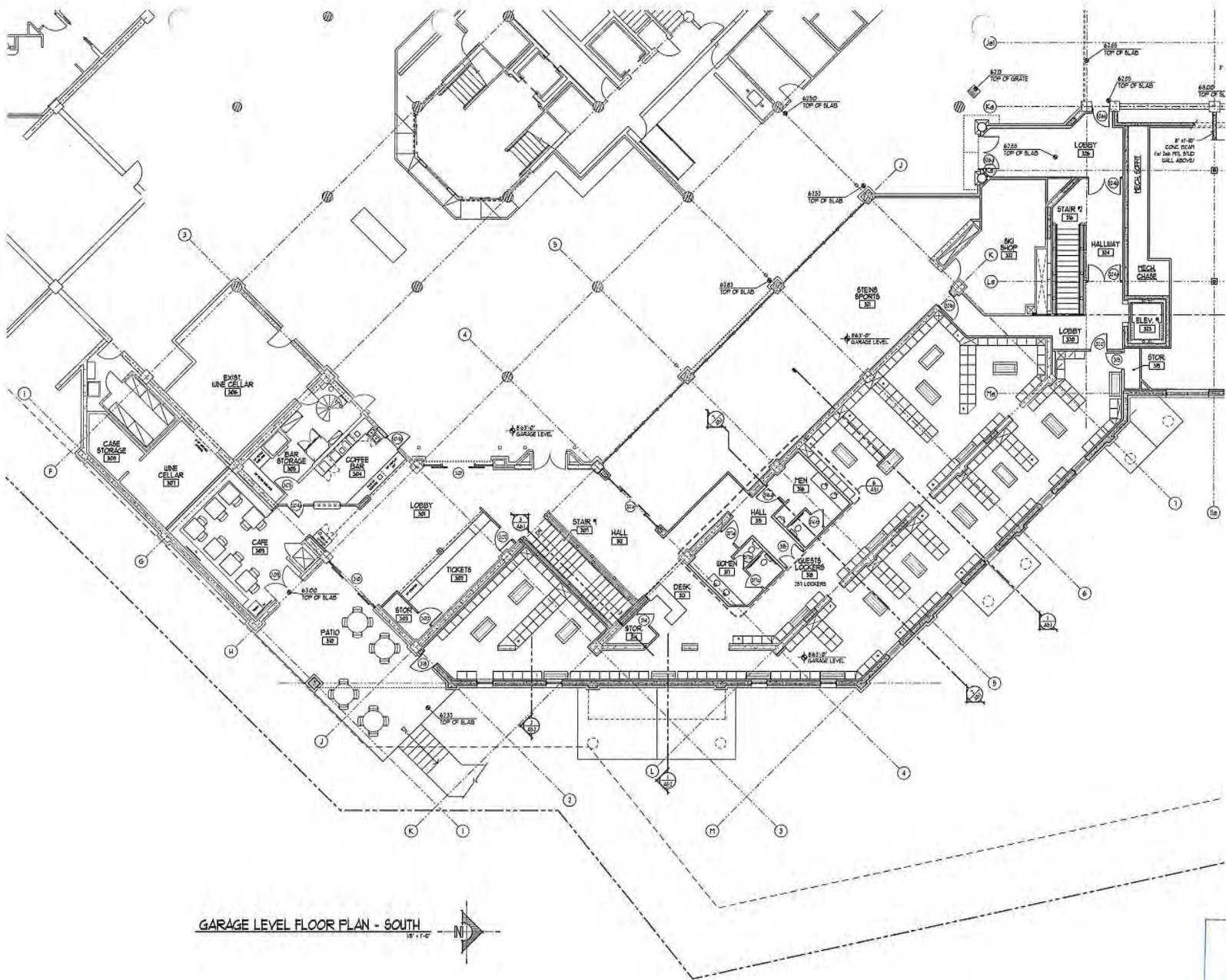
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 Bruce T. Fallon

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STEIN ERIKSEN LODGE
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A2.2b
 LOWER LEVEL PLAN - NORTH



GARAGE LEVEL FLOOR PLAN - SOUTH
1/8" = 1'-0"

Date: MAY 10, 2016
Revision:

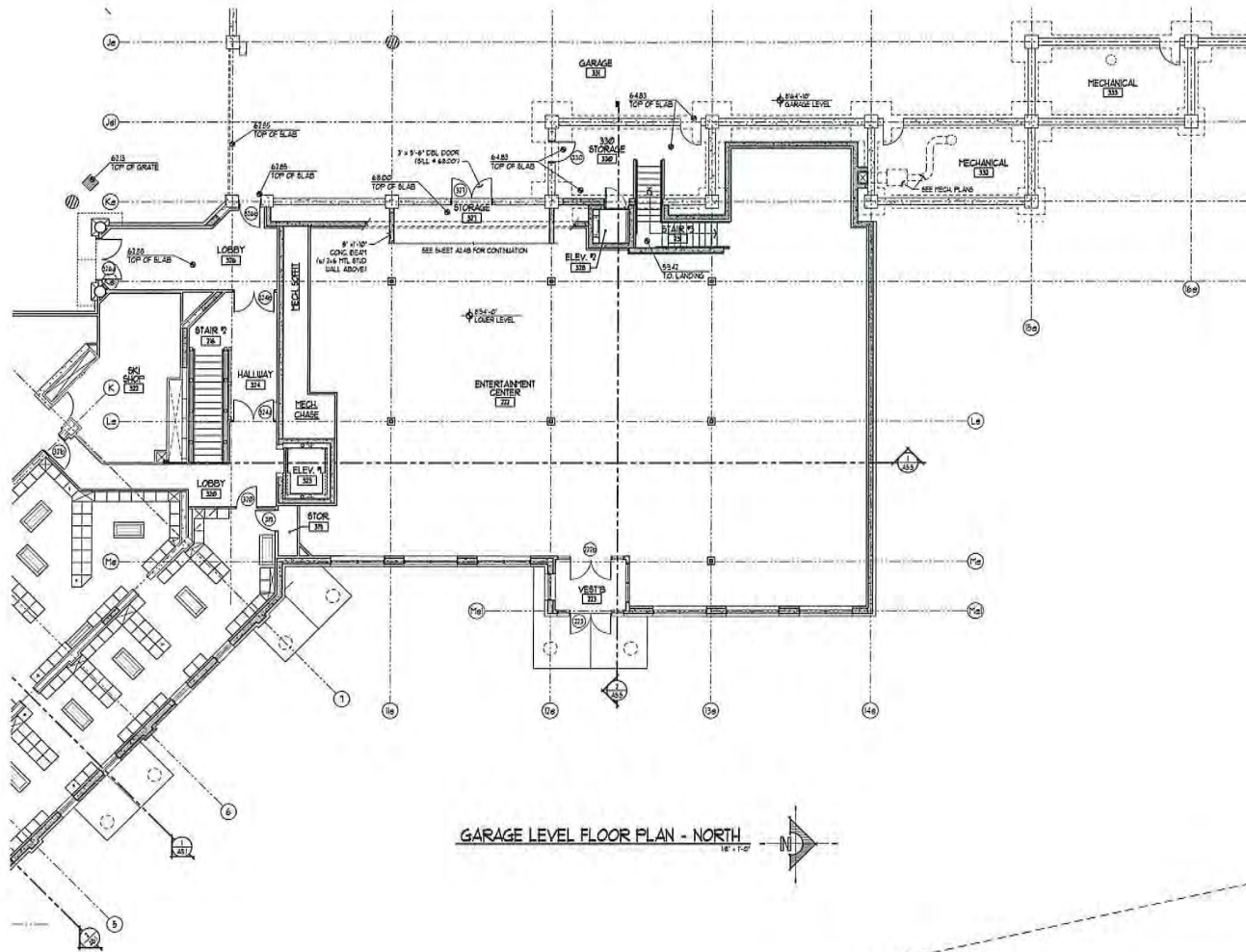
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Ronald B. Jones
Bruce T. Fallon

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ARCHITECTS, INC.
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PH. (435) 374-0800

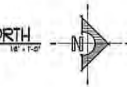
STEIN ERIKSEN LODGE
PHASE VI - A EXPANSION & REMODEL
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A2.3a
GARAGE LEVEL PLAN
- SOUTH

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GARAGE LEVEL FLOOR PLAN - NORTH



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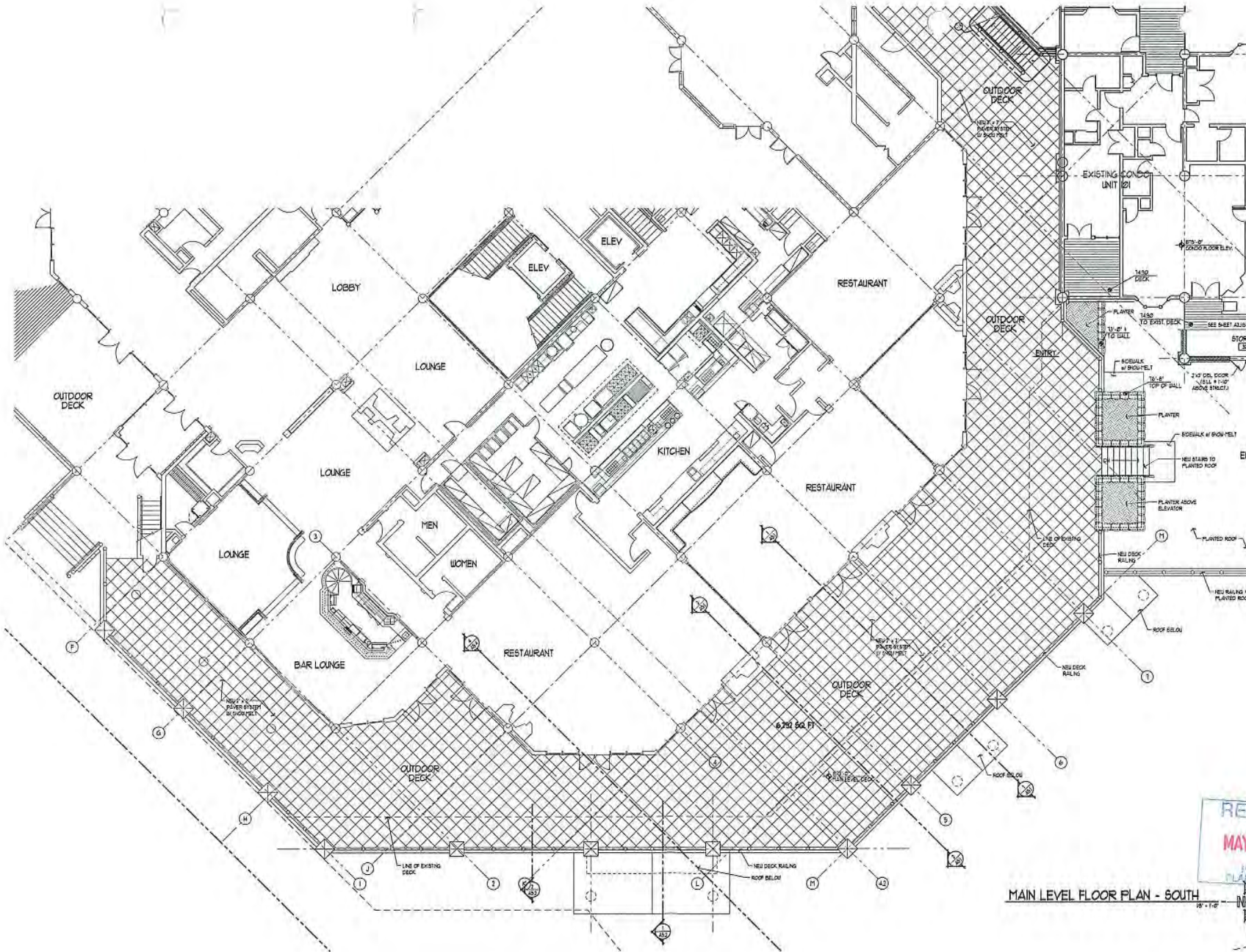
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A2.3b
 GARAGE LEVEL PLAN
 - NORTH

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MAIN LEVEL FLOOR PLAN - SOUTH



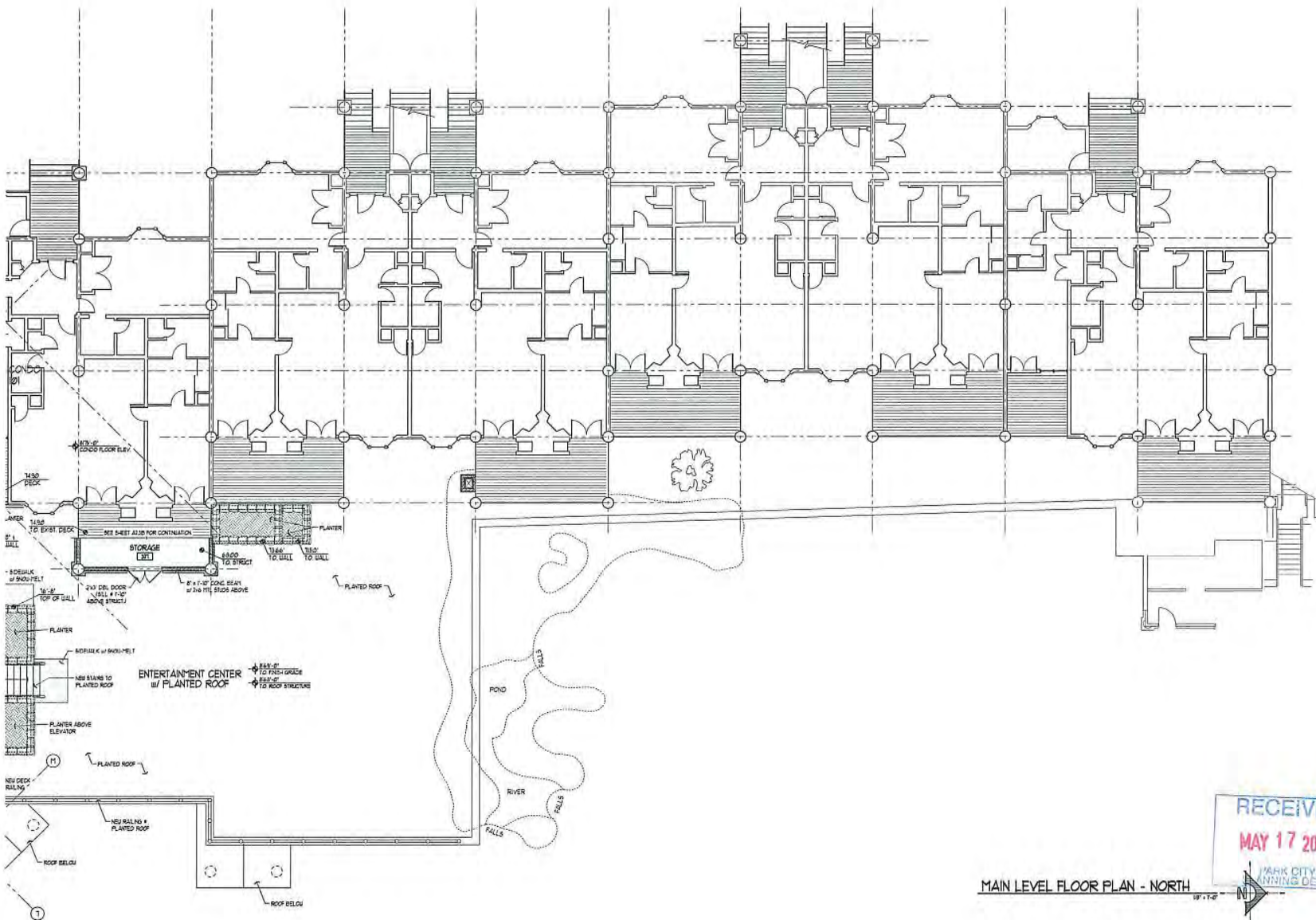
Date: MAY 10, 2015
 Revisions:

Alan B. Paulson
 Ronald B. Jones
 Bruce T. Fallon

STEIN ERIKSEN LODGE
 PHASE VI - A EXPANSION & REMODEL
 7700 STEINWAY
 PARK CITY, UTAH 84060

A2.4a

MAIN LEVEL PLAN - SOUTH



MAIN LEVEL FLOOR PLAN - NORTH



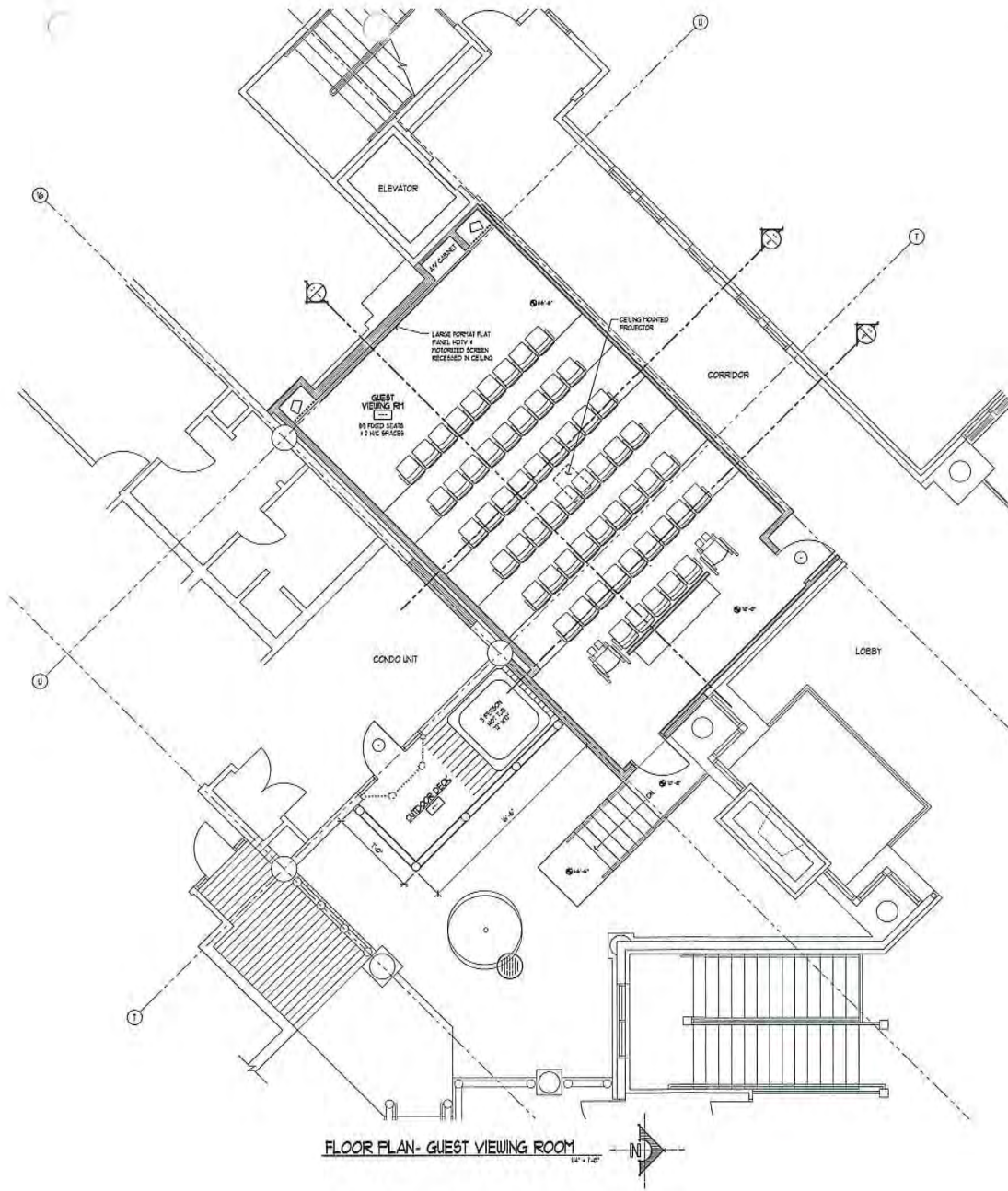
Date: MAY 10, 2016
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PHASE VI - A EXPANSION & REMODEL
PARK CITY, UTAH 84300
7700 STEIN WAY

A2.4b
MAIN LEVEL PLAN - NORTH



FLOOR PLAN - GUEST VIEWING ROOM
1/4" = 1'-0"



LOCATION PLAN



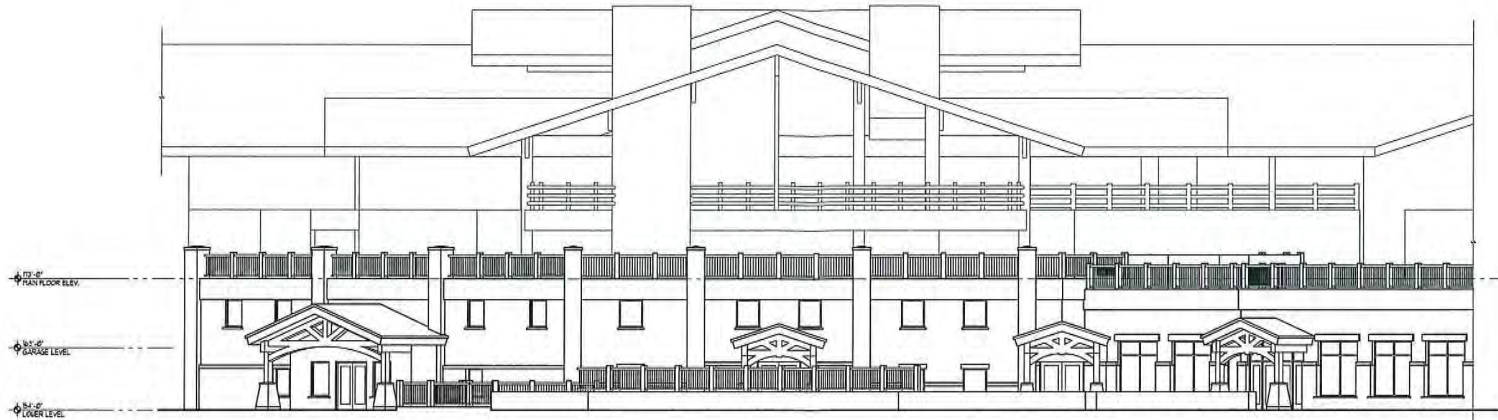
Date: MAY 10, 2016
Revised:

Alan R. Paulson
Ronald B. Jones
Bruce T. Fallon

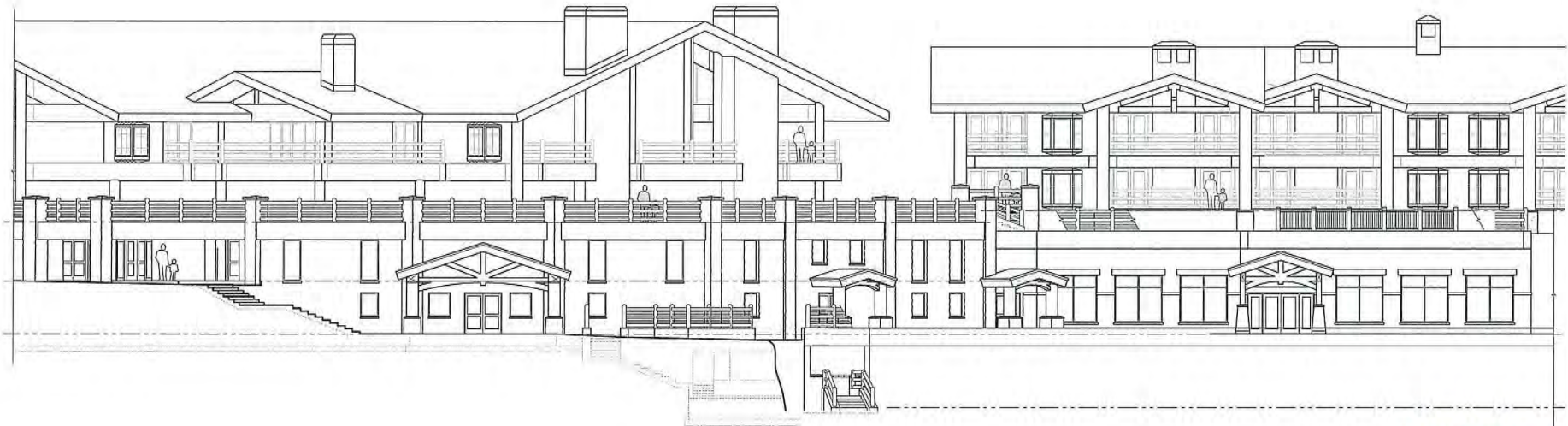
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STEIN ERIKSEN LODGE
PHASE VI - A EXPANSION & REMODEL
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PARK CITY, UTAH 84080

A2.4
GUEST VIEWING ROOM
FLOOR PLAN



① NORTHEAST ELEVATION



② EAST ELEVATION

Date: MAY 12, 2016
 Revision:



Alan R. Poulson
 Ronald B. Jones
 Bruce T. Fillion



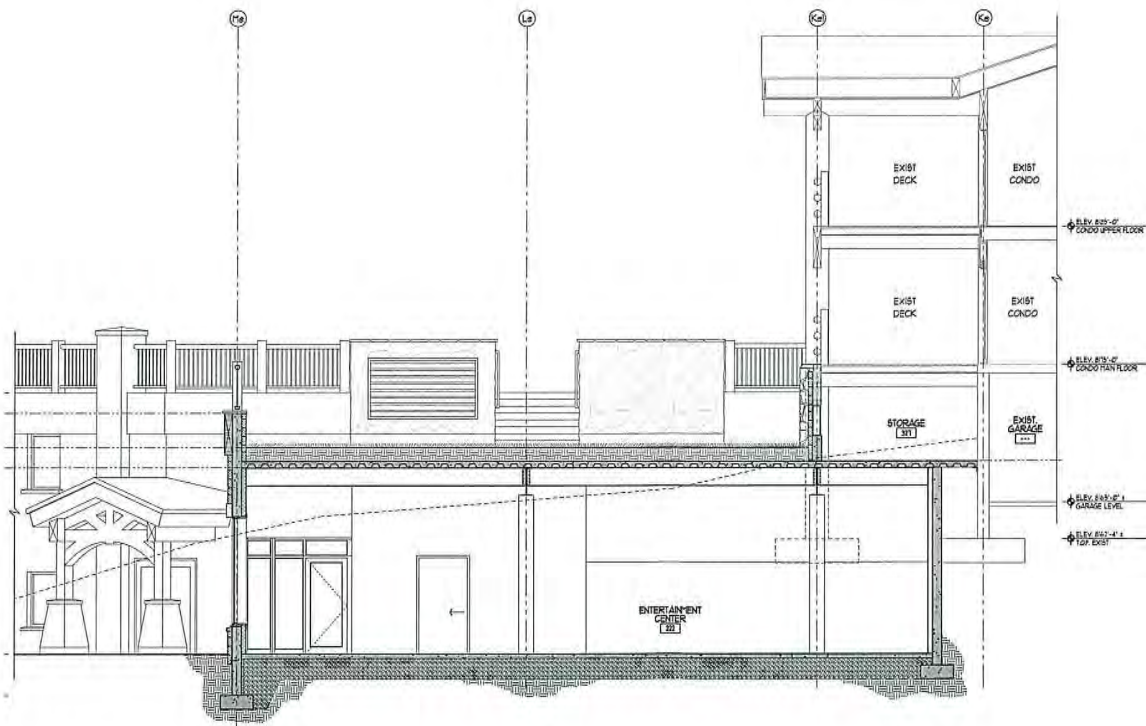
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 7700 STEIN WAY



A4.1
 EXTERIOR ELEVATIONS

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1 BUILDING SECTION

Date: MAY 10, 2016
 Revision:



Alan B. Poulson
 Ronald B. Jones
 Bruce T. Fellan

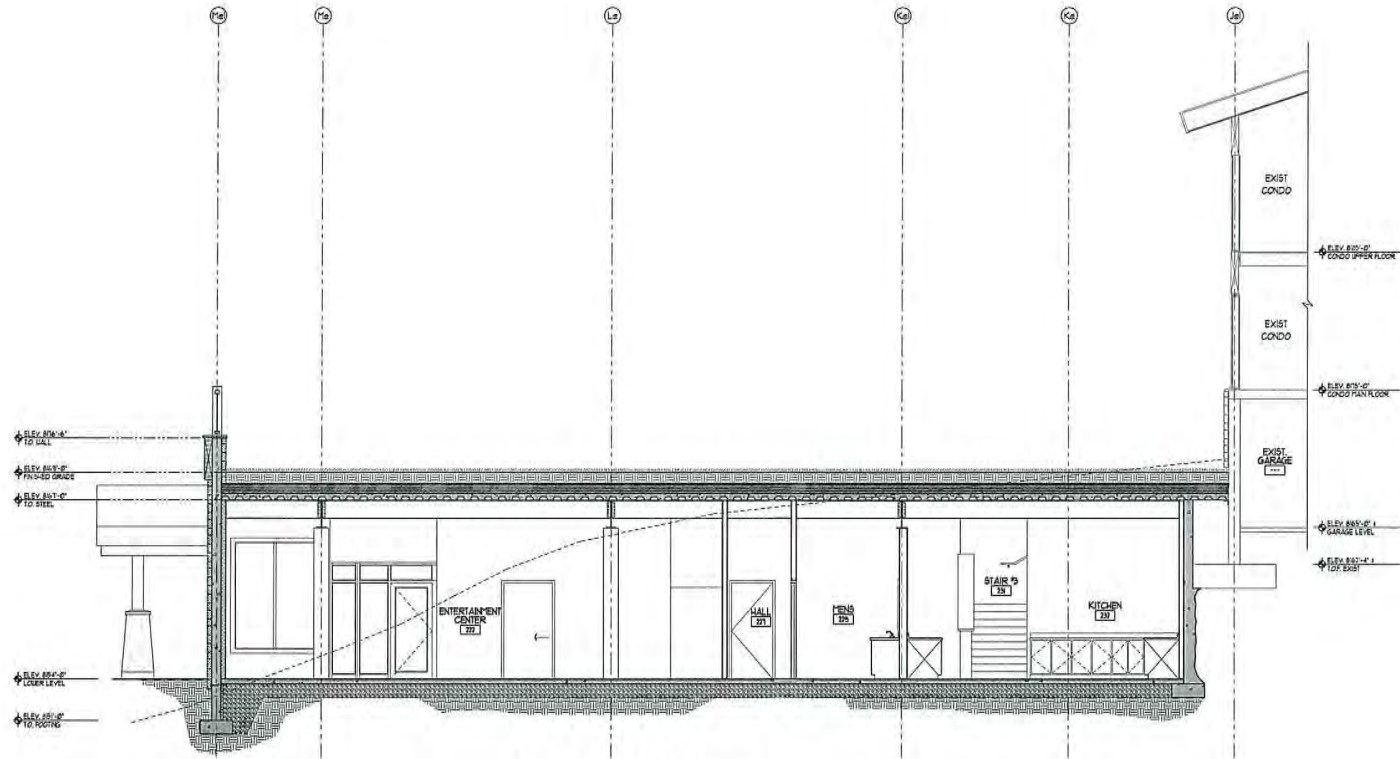
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 PARK CITY, UTAH 84301



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A5.2
 BUILDING SECTIONS



1 BUILDING SECTION

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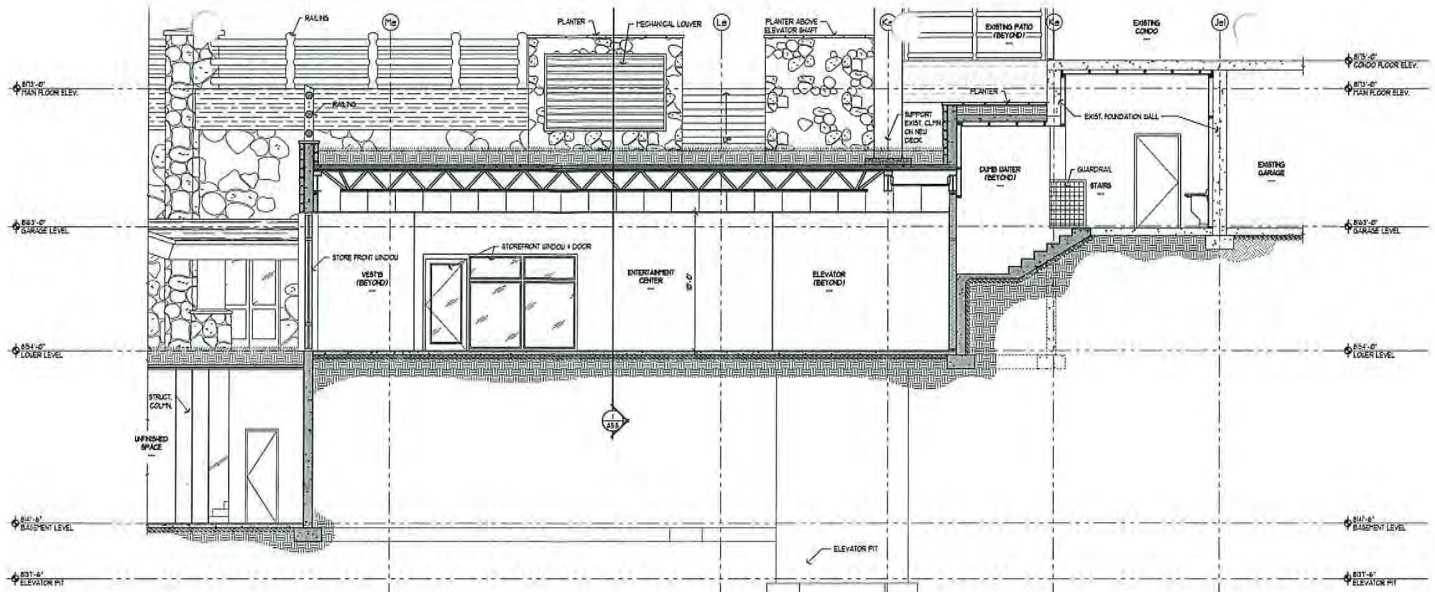
Date: MAY 10, 2016
Revision:

Alan B. Paulson
Ronald B. Jones
Bruce T. Fallon

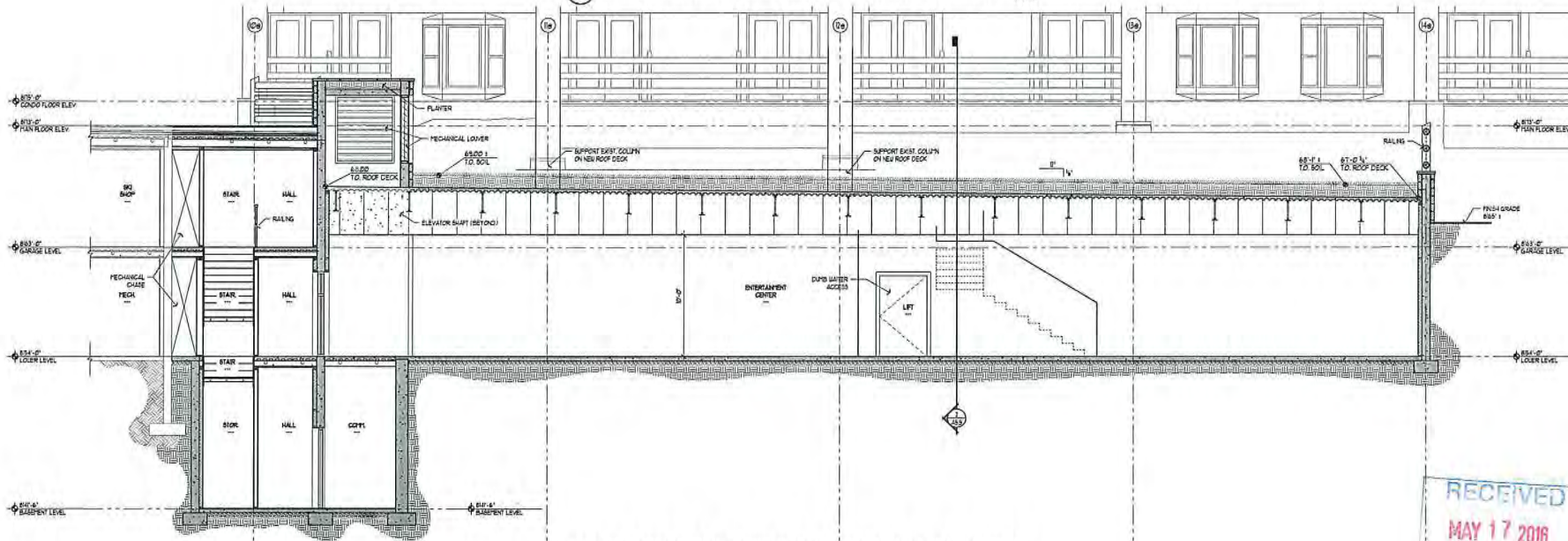
WPA
ARCHITECTURE
7000 STEINWAY
PARK CITY, UTAH 84301
TEL: (435) 234-2000
FAX: (435) 234-2000

STEIN ERIKSEN LODGE
PHASE VI - A EXPANSION & REMODEL
7700 STEINWAY
PARK CITY, UTAH 84060

A5.3
BUILDING SECTIONS



2 BUILDING SECTION @ ENTERTAINMENT CENTER (EAST - WEST)



1 BUILDING SECTION @ ENTERTAINMENT CENTER (SOUTH - NORTH)

Date: MAY 10, 2016
 Revision:

Alan R. Poulson
 Ronald B. Jones
 Bruce T. Fallon

WPA

ARCHITECTS & ENGINEERS

100 W. 200 S. SUITE 100
 P.O. BOX 100137
 SALT LAKE CITY, UT 84110-0137

STEIN ERIKSEN LODGE

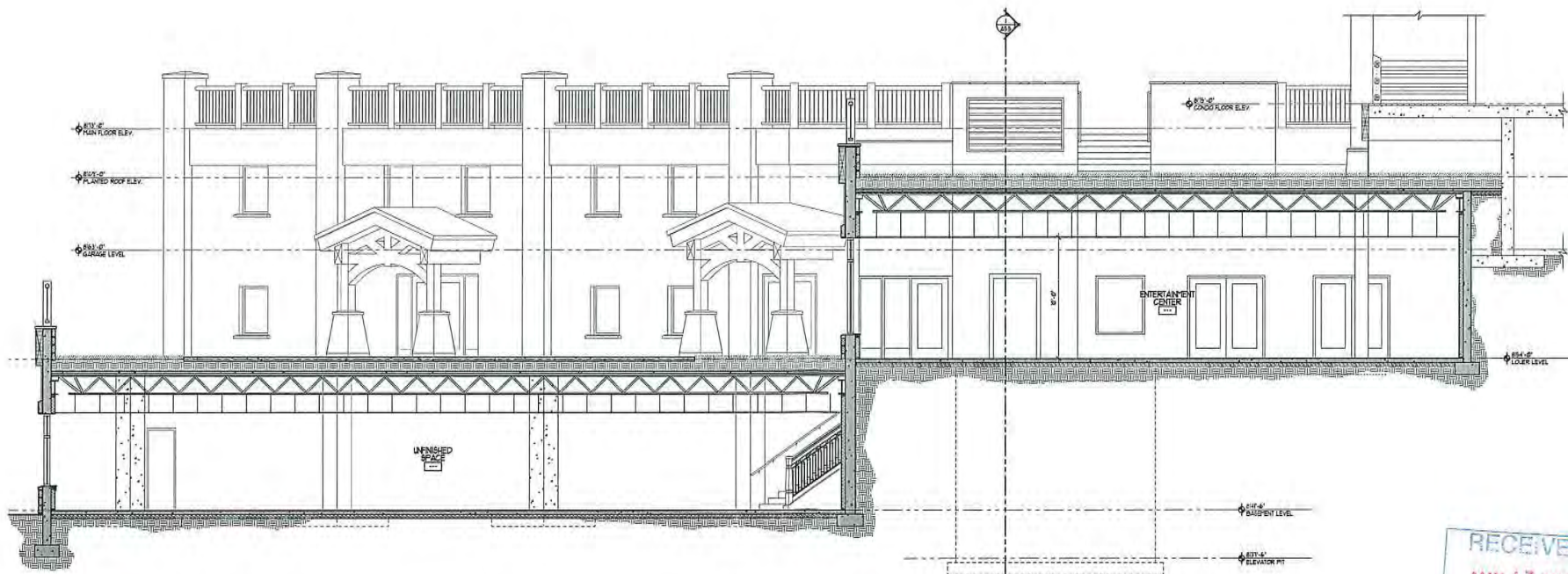
PHASE VI - A EXPANSION & REMODEL

7700 STEIN WAY
PARK CITY, UTAH 84300

A5.5

BUILDING SECTION
ENTERTAINMENT CENTER

RECEIVED
 MAY 17 2016



1 BUILDING SECTION @ ENTERTAINMENT CENTER

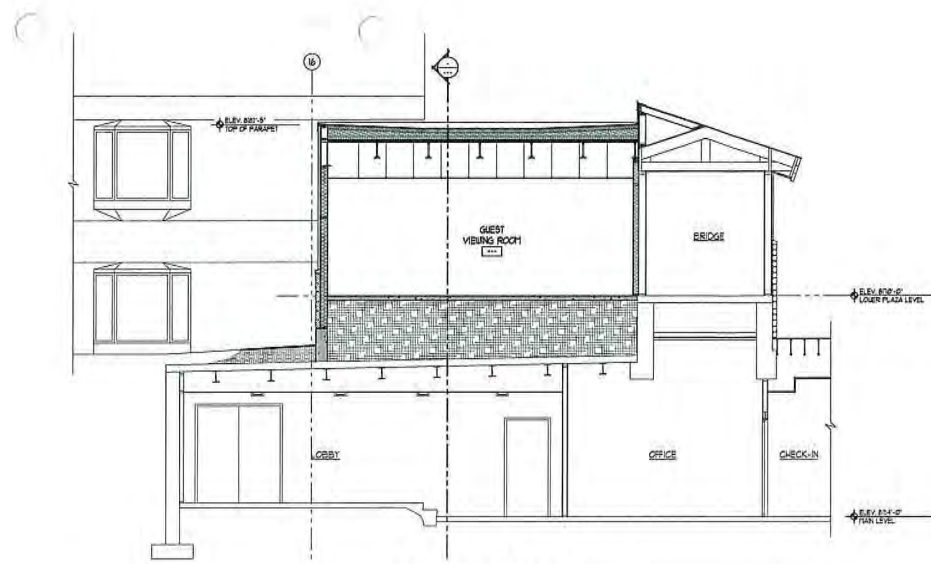
Date: MAY 10, 2016
 Revision:

Alan R. Paulson
 Ronald B. Jones
 Bruce T. Fallon

STEIN ERIKSEN LODGE
 PHASE VI - A EXPANSION & REMODEL
 7700 STEINWAY
 PARK CITY, UTAH 84080

A5.6
 BUILDING SECTIONS
 ENTERTAINMENT CENTER

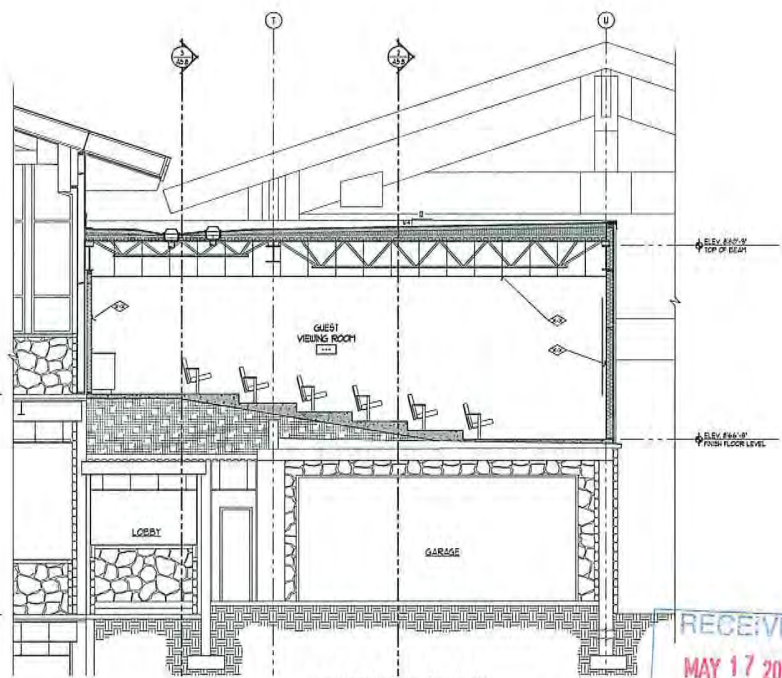
RECEIVED
 MAY 17 2016
 PARK CITY
 PLANNING DEPT.



3 BUILDING SECTION



2 BUILDING SECTION



1 BUILDING SECTION

RECEIVED
MAY 17 2016
PARK CITY
PLANNING DEPT.

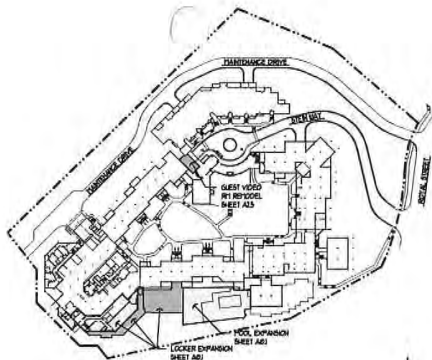
Date: MAY 10, 2016
Revision:

Alan B. Poulson
Ronald B. Jones
Bruce T. Fallon

WPA
ARCHITECTURE
1001 N. 2000
Provo, Utah 84601

STEIN ERIKSEN LODGE
PHASE VI - A EXPANSION & REMODEL
7700 STEIN WAY
PARK CITY, UTAH 84060

A5.7
GUEST VIEWING ROOM
SECTIONS



VICINITY MAP

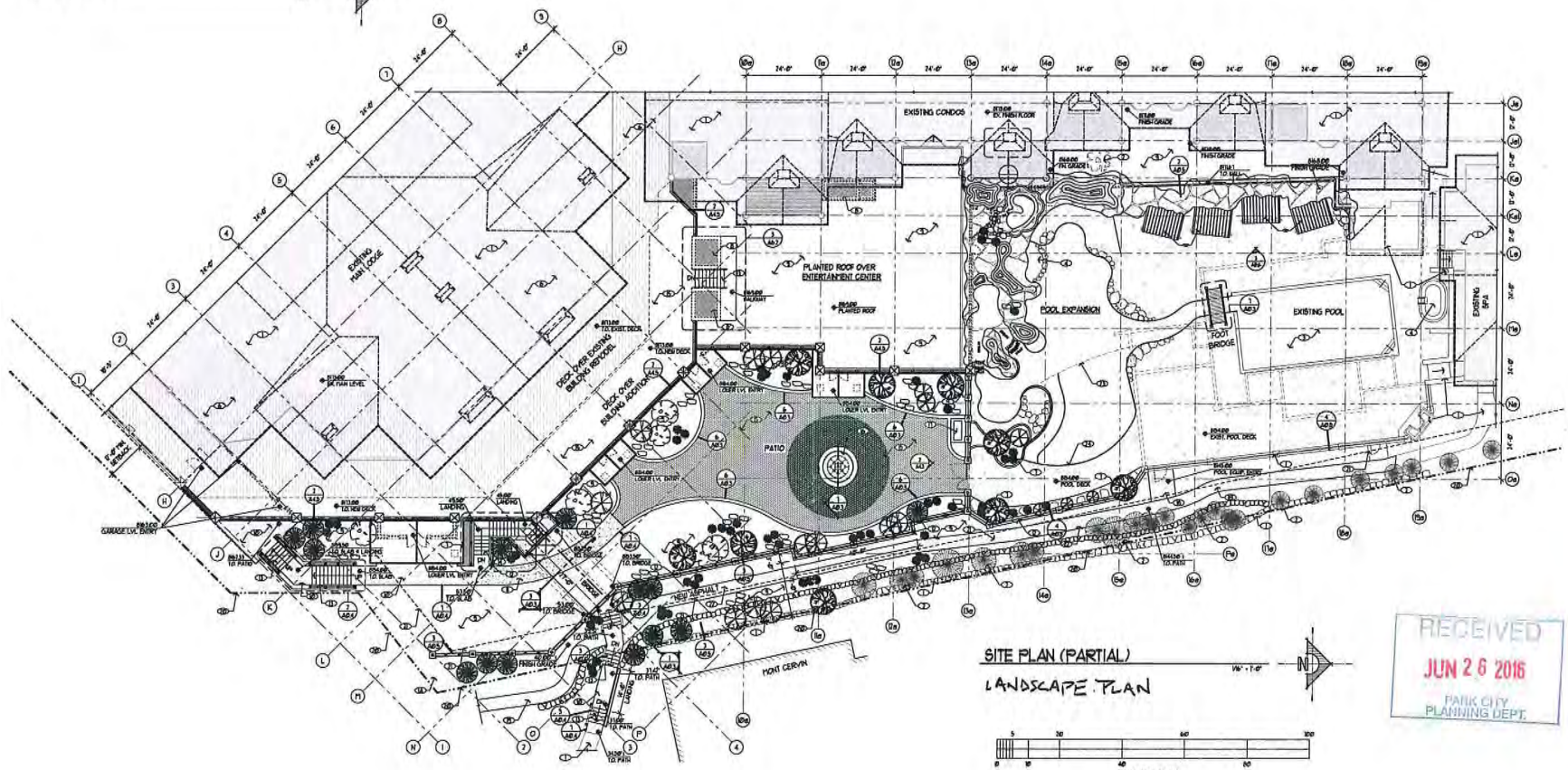
PLANT SCHEDULE						
SYMBOL	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE	CONDITION	COMMENTS
	1	ALPINE FIR	ABIES KASIOPHYA	8'-10"	D 1 B	FALL BRANDING
	15	DOUGLAS FIR	PSEUDOTSUGA FENSLEA	8'-10"	D 1 B	FALL BRANDING
	13	QUAKING ASPEN	POPULUS TREXULOIDES	10'-12"	D 1 B	FALL SITE 1 (SINGLE SITE)
	11	AUSTRIAN PINE	PRINUS AUSTRIACA	8'-10"	D 1 B	FALL BRANDING
	50	SNOWBERRY	SYMPLOCARPA ALBA	3'-4"	D 1 B	4' ON CENTER
	50	ANDROMEDA JUNIPER	JUNIPERUS PLUMBOA	8'-10"	D 1 B	4' ON CENTER

LEGEND

- NEW BUILDING
- EXISTING BUILDING TO BE DEMOLISHED
- EXISTING BUILDING TO BE RETAINED
- NEW CONCRETE SLABS, WALK, ETC. W/ SNOW/FEEL SYSTEM
- NEW CONCRETE SLABS, WALK, ETC.
- POOL DECK W/ SNOW/FEEL SYSTEM
- NEW PLANTER
- NEW DECORATIVE FAIR ROCK CLIFT
- PROPERTY LINE

SHEET NOTES

- (1) EXISTING CONSTRUCTION
- (2) EXISTING DIRT PATH
- (3) EXISTING ASPHALT PATH
- (4) PROTECT EXISTING TREES DURING CONSTRUCTION
- (5) EXISTING POOL
- (6) EXISTING HOT TUB
- (7) NEW BUILDING ADDITION
- (8) EXISTING AREA TO BE RECYCLED
- (9) NEW TREETOP BANDS w/ GRASS COVER - SEE LANDSCAPE PLANS
- (10) NEW PLANTER - SEE LANDSCAPE PLANS
- (11) NEW LANDSCAPING GRASS - SEE LANDSCAPE PLANS
- (12) NEW CONCRETE WALKWAY w/ SNOW/FEEL SYSTEM
- (13) NEW CONCRETE WALKWAY
- (14) NEW CONCRETE 4" SIDE RETAINING WALL 4 GUARDRAIL - SEE DETAIL ---
- (15) NEW CONCRETE STAIR w/ SNOW/FEEL SYSTEM
- (16) NEW CONCRETE STAIR w/ SNOW/FEEL SYSTEM - TO UNDERGROUND WALKWAY
- (17) CONCRETE WALKWAY w/ SNOW/FEEL SYSTEM
- (18) FIRE PIT - SEE DETAIL DRAWING
- (19) OUTDOOR STORAGE CABINET
- (20) 4" CONCRETE BASE OVER GRAVEL BASE
- (21) NEW DIRT PATH
- (22) PROPERTY LINE
- (23) FURNITURE/SEATING
- (24) NEW ASPHALT PATH
- (25) 30" DEPTH
- (26) ZERO ENTRY



SITE PLAN (PARTIAL)
LANDSCAPE PLAN



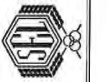
Date: June 24, 2016
Revision:



Alan R. Poulson
Ronald B. Jones
Bruce T. Fallon

WPA
PUBLIC UTILITIES
700 WEST MAIN STREET
PARK CITY, UTAH 84301

STEIN ERIKSEN LODGE
PHASE VI EXPANSION & REMODEL
7700 STEIN WAY
PARK CITY, UTAH 84300



A0.1
SITE PLAN



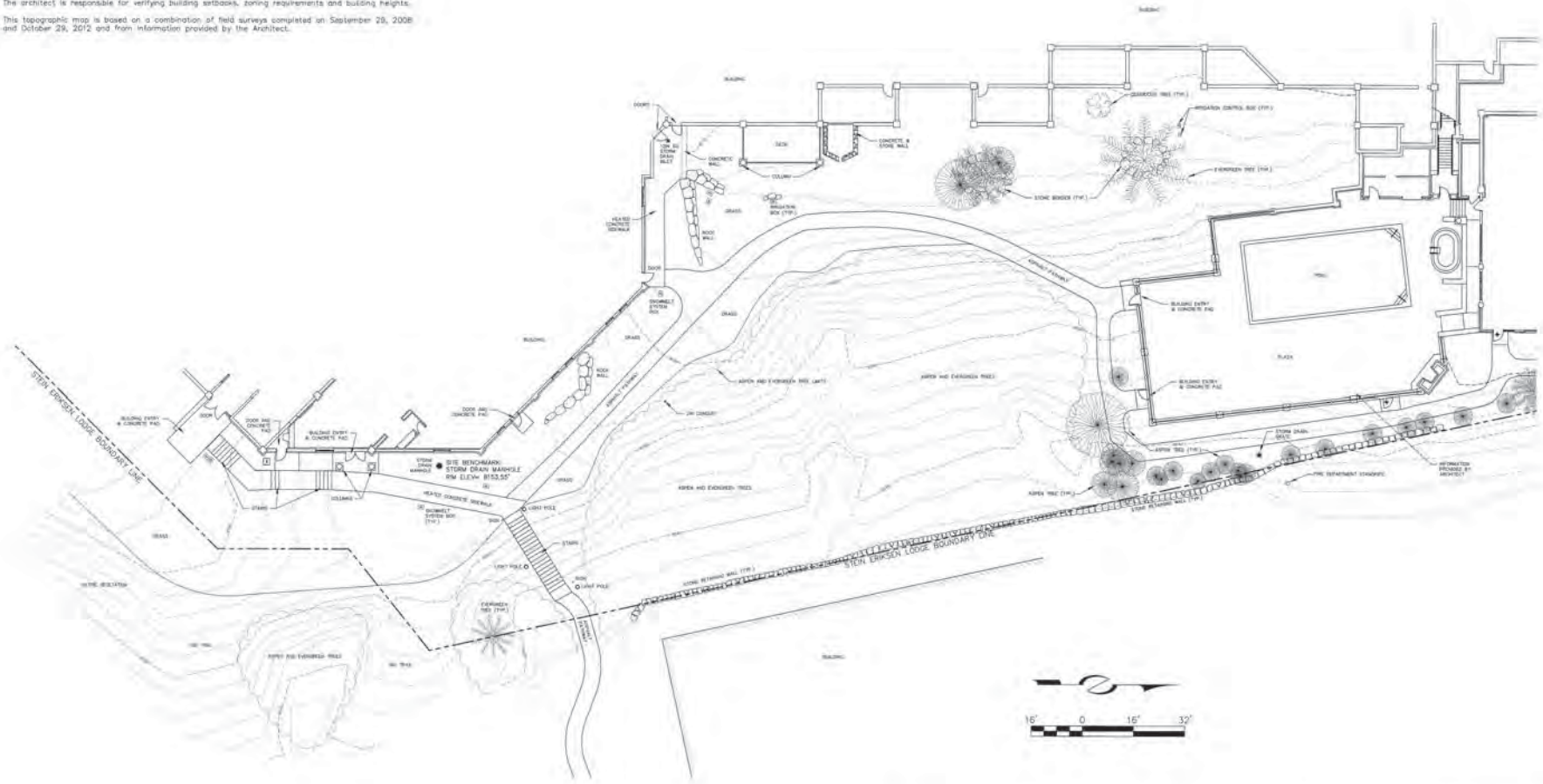


SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold certification no. 4638739 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described herein. I further certify that this topographic survey is a correct representation of the land surveyed at the time this field work was completed and is in compliance with generally accepted industry standards for accuracy.

NOTES

- Site Benchmark: Storm Drain Manhole Rim Elevation=8153.55'
- 1. See record of survey plot for easements and restrictions.
- 2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
- 3. This topographic map is based on a combination of field surveys completed on September 25, 2008 and October 29, 2012 and from information provided by the Architect.



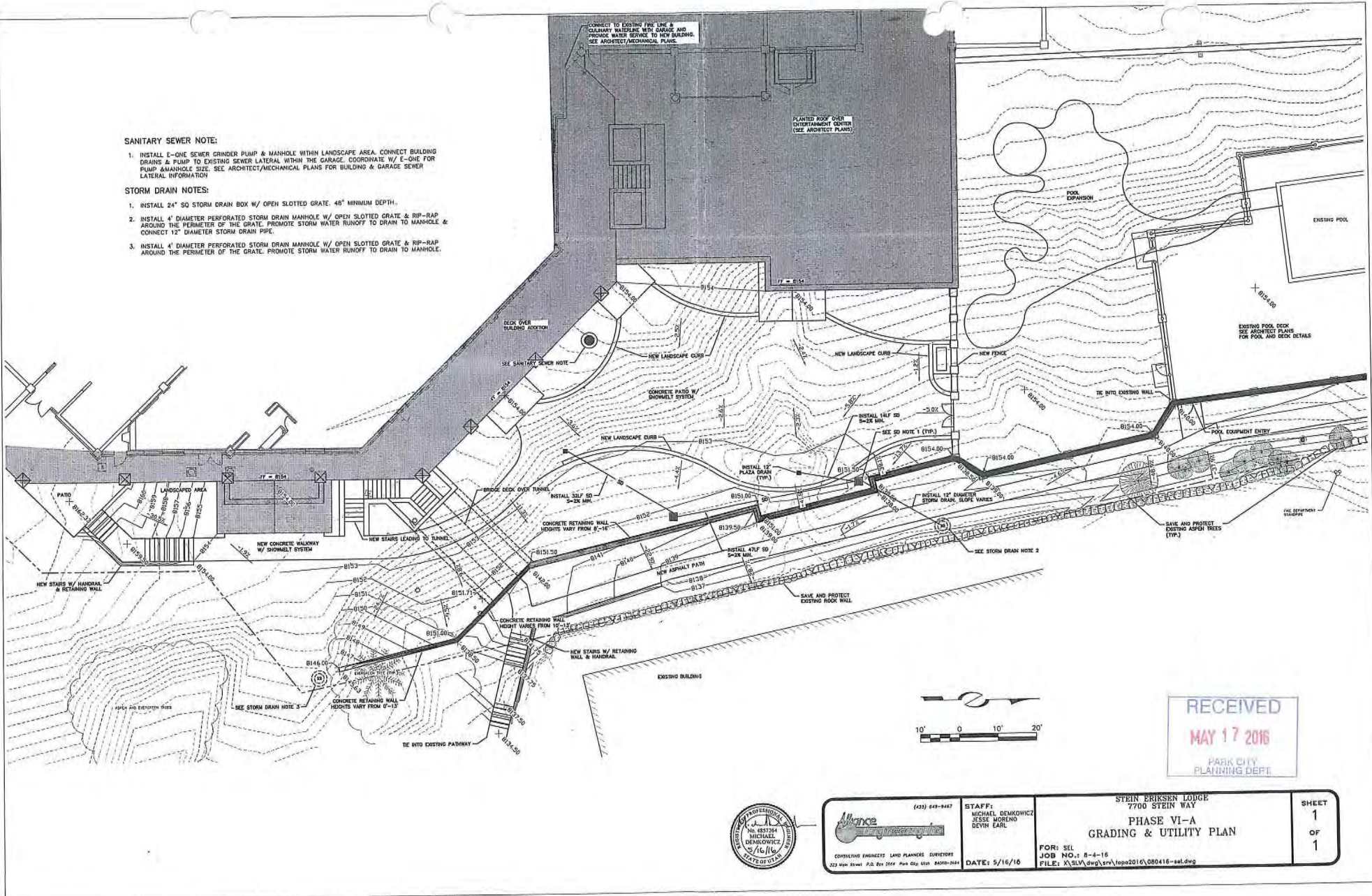
<p>(435) 649-3447 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 127 Main Street, P.O. Box 2014, Park City, Utah, 84001-2014</p>	<p>STAFF: MICHAEL DEMKOWICZ MARTIN MORRISON MARSHALL KING JESSE WORENO</p>	<p>PHASE VI-A EXISTING CONDITION STEEN ERIKSEN LODGE 7700 STEIN WAY</p>		<p>SHEET 1 OF 1</p>
		<p>FOR: SEL</p>	<p>JOB NO.: 8-4-16</p>	

SANITARY SEWER NOTE:

1. INSTALL E-ONE SEWER GRINDER PUMP & MANHOLE WITHIN LANDSCAPE AREA. CONNECT BUILDING DRAINS & PUMP TO EXISTING SEWER LATERAL WITHIN THE GARAGE. COORDINATE W/ E-ONE FOR PUMP & MANHOLE SIZE. SEE ARCHITECT/MECHANICAL PLANS FOR BUILDING & GARAGE SEWER LATERAL INFORMATION.

STORM DRAIN NOTES:

1. INSTALL 24" SQ STORM DRAIN BOX W/ OPEN SLOTTED GRATE. 48" MINIMUM DEPTH.
2. INSTALL 4" DIAMETER PERFORATED STORM DRAIN MANHOLE W/ OPEN SLOTTED GRATE & RIP-RAP AROUND THE PERIMETER OF THE GRATE. PROMOTE STORM WATER RUNOFF TO DRAIN TO MANHOLE & CONNECT 12" DIAMETER STORM DRAIN PIPE.
3. INSTALL 4" DIAMETER PERFORATED STORM DRAIN MANHOLE W/ OPEN SLOTTED GRATE & RIP-RAP AROUND THE PERIMETER OF THE GRATE. PROMOTE STORM WATER RUNOFF TO DRAIN TO MANHOLE.



**PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS**

1. The applicant is responsible for compliance with all conditions of approval.
2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 5, Architectural Review); International Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.
4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.
5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Planning Department, Planning Commission, or Historic Preservation Board prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit must be specifically requested and approved by the Planning Department, Planning Commission and/or Historic Preservation Board in writing prior to execution.
6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Planning, Building, and Engineering Departments. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.
7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Planning and Building Departments prior to issuance of a footing and foundation permit. This survey shall be used to assist

the Planning Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.

8. A Construction Mitigation Plan (CMP), submitted to and approved by the Planning, Building, and Engineering Departments, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.
9. Any removal of existing building materials or features on historic buildings shall be approved and coordinated by the Planning Department according to the LMC, prior to removal.
10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.
11. Final landscape plans, when required, shall be reviewed and approved by the Planning Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.
12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the City Engineer, posted prior to occupancy.
13. The Snyderville Basin Water Reclamation District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Water Reclamation District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.

14. The planning and infrastructure review and approval is transferable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.
15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.
16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.
17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Planning and Building Departments. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.
18. All exterior lights must be in conformance with the applicable Lighting section of the Land Management Code. Prior to purchase and installation, it is recommended that exterior lights be reviewed by the Planning Department.
19. All projects located within the Soils Ordinance Boundary require a Soil Mitigation Plan to be submitted and approved by the Building and Planning departments prior to the issuance of a Building permit.

September 2012



PLANNING DEPARTMENT

Planning Commission Staff Report

Application #: PL-16-03175
Subject: Stein Eriksen Lodge Common Area- Third Supplemental Sheet for All Phases
Author: Kirsten A Whetstone, MS, AICP - Senior Planner
Date: September 28, 2016
Type of Item: Administrative – Amendment to Condominium Plat

Summary Recommendations

Staff recommends that the Planning Commission hold a public hearing for the Stein Eriksen Lodge Common Area Third Supplemental Sheet to the Stein Eriksen Lodge condominium plat and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Topic

Applicant: Stein Eriksen Lodge Owners Association, Inc. represented by Russ Olsen, General Manager
Location: 7700 Stein Way
Zoning: Residential Development as part of the Deer Valley Master Planned Development (11th Amended) (RD-MPD)
Adjacent Land Uses: Deer Valley Ski Resort; residential condominiums to the east, south and west, commercial and fire station to the north
Reason for Review: Supplemental sheets to condominium plats require Planning Commission review and City Council approval

Proposal

The Stein Eriksen Lodge Owners Association is requesting an amendment to the Stein Eriksen Lodge condominium plat, in the form of a Third Supplemental Sheet, to reflect additions to the Lodge for accessory residential uses and for improvements to the outdoor pool area (see Exhibits A and B). All proposed additions are within the existing platted common area and will remain designated as common.

The addition consists of approximately 3,600 sf for additional guest ski lockers, 4,050 sf for guest recreational amenities (game room) and 918 sf for a guest and employee video and training room, as well as 868 square feet of circulation area and improvements to the outdoor pool and deck area. These areas and uses are for the exclusive use of guests and employees. No expansions are proposed to the support commercial spa, restaurant, bar, or any other support commercial floor areas. Changes to the outdoor pool and deck are not related to the spa area. No changes are proposed to any residential uses or residential condominiums or to any support meeting space

areas. A request to amend the Stein Eriksen Lodge CUP for these proposed residential accessory and back of house uses was submitted for concurrent review (see associated CUP report and exhibits in this packet).

Background

The Stein Eriksen Lodge is located at 7700 Stein Way in the Silver Lake Community of Deer Valley as part of the Deer Valley Master Planned Development. The original Stein Eriksen Lodge was constructed in 1981. The original Stein Eriksen Lodge condominium plat was approved by the City Council in December 1982 and recorded in 1983. Expansion of the Lodge has occurred in 1996, 1999, 2010 with the spa expansion, and 2012 for the conference and meeting room expansion.

The City Council approved a First Supplemental Sheet for All Phases of the Stein Eriksen Lodge Common Area on August 27, 2009. The First Supplemental Sheet was recorded on June 23, 2010 and reflects improvements and additions to the spa building within the existing platted common area. On October 11, 2012, the City Council approved a Second Supplemental Sheet for All Phases of the Stein Eriksen Lodge Common Area for the Conference Center expansion (Exhibit C). The Second Supplemental Sheet was recorded on June 28, 2013. The spa area is considered as support commercial use and the conference center is considered as support meeting space.

On December 5, 2015, members of the Stein Eriksen Lodge Owner's Association, Inc. voted (with 78.4% in favor) to expand residential accessory uses within the common area for improvements to the outdoor pool area and for additions to the existing owner and guest ski lockers as well as to owner and guest recreation and entertainment facilities (see Exhibit D).

On May 17, 2016, the Stein Eriksen Lodge Owner's Association submitted an application for a Third Supplemental Sheet for All Phases of the Stein Eriksen Lodge Common Area to reflect on the condominium plat the proposed changes to the residential accessory uses. The application was deemed complete on August 16, 2016.

Analysis

The proposal is for an addition to the Stein Eriksen Lodge, consisting of a 3,600 sf for additional guest ski lockers, 4,050 sf for guest recreational amenities, 918 sf guest and employee video/conference room, as well as an additional 7,266 sf of combined new outdoor pool and expanded deck area improvements. Approximately 11,000 sf of existing locker room/guest recreation/restroom area will be remodeled as part of this permit. These uses are accessory residential uses for the exclusive use of owners, guests and employees.

There is no component of commercial or retail use. No expansion of the spa, restaurant, or bar areas is proposed and the 5% support commercial maximum is maintained (4.96 % of total floor area). No changes are proposed to any private residential areas. No changes are proposed to the meeting space and the 5% support meeting space is

maintained (5% of the total residential floor area of the Lodge). The difference is due to amendments made to the Deer Valley MPD and LMC regarding how support commercial and support meeting space were calculated over the years. A condition of approval will reflect that no further expansion of support commercial or meeting space will be permitted based on this additional expansion.

The existing property is 10.86 acres and is one of the largest parcels within the Deer Valley Master Planned Development (Exhibits E and F).

No changes in ownership are proposed and the amendments reflect the proposed structural improvements within the Common area as required by the Utah Condominium state code provisions. No changes are proposed to the residential condominium areas and no changes are proposed to either the support commercial or support meeting areas or to any private area within the building. A minimum of sixty percent (60%) open space is maintained, at 62.64 %. The addition consists of accessory residential uses which require no additional UEs of density and no additional parking. The proposed additions comply with the required building height and building setbacks established by the MPD and LMC.

Staff finds good cause for this plat amendment in that the amendment reflects proposed physical changes to the common area and consistent with the Deer Valley MPD, as amended.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time that have not been addressed or conditioned.

Notice

On August 10, 2016, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on August 10, 2016 in the Park Record and on the Utah Public Notice Website for the August 24, 2016 meeting. The hearing was opened and continued to September 28, 2016. No public input was provided. Notice was re-published on September 9, 2016 and the property was reposted on September 14, 2016.

Public Input

Staff has received requests for information from adjacent property owners at Little Bell Condominiums located to the west. No specific concerns have been raised at the time of this report.

Process

Approval of this condominium plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 15-1-18. A building permit is required to complete the project.

Alternatives

- The Planning Commission may forward a positive recommendation to the City Council for the Stein Eriksen Lodge Common Area amendment to the condominium plat as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the Stein Eriksen Lodge Common Area amendment to the condominium plat and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the Stein Eriksen Lodge Common Area amendment to the condominium plat.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The proposed additions to the common area would not be reflected on the recorded condominium plat.

Recommendation

Staff recommends that the Planning Commission hold a public hearing for the Stein Eriksen Lodge Common Area Third Supplemental Sheet to the Stein Eriksen Lodge condominium plat and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Draft Ordinance

Exhibit A- Proposed plat amendment- Third Supplemental Sheet for All Phases

Exhibit B- Applicant letter

Exhibit C- Existing plat- Second Supplemental Record of Survey (recorded 6.28.13)

Exhibit D- HOA vote approval letter (August 16, 2016)

Exhibit E- Aerial Photo

Exhibit F- Existing Conditions Survey

Ordinance No. 16-

AN ORDINANCE APPROVING THE STEIN ERIKSEN LODGE COMMON AREA THIRD SUPPLEMENTAL SHEET FOR ALL PHASES, LOCATED AT 7700 STEIN WAY, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Stein Eriksen Lodge, located at 7700 Stein Way have petitioned the City Council for approval of the Stein Eriksen Lodge Common Area Third Supplemental Sheet amending the common area of the Stein Eriksen Lodge condominium plat; and

WHEREAS, on August 10, 2016, the property was posted and legal notice was published in the Park Record according to the requirements of the Land Management Code; and

WHEREAS, August 10, 2016, courtesy notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on August 24, 2016 and continued the item to September 28, 2016; and

WHEREAS, on September 9, 2016, legal notice was published in the Park Record according to the requirements of the Land Management Code and on September 13, 2016 the property was reposted; and

WHEREAS, the Planning Commission held a public hearing on September 28, 2016, and forwarded a _____ recommendation to the City Council; and,

WHEREAS, the City Council held a public hearing on October 20, 2016 to receive input on the Third Supplemental Sheet,

WHEREAS, there is good cause and it is in the best interest of Park City, Utah to approve the Stein Eriksen Lodge Common Area Third Supplemental Sheet for All Phases as an amendment to the condominium plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Stein Eriksen Lodge Common Area Third Supplemental Sheet for All Phases as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 7700 Stein Way.
2. The Stein Eriksen Lodge is located in the RD-MPD zoning district.

3. The property is subject to the Deer Valley Master Planned Development, as amended (11th Amended MPD).
4. The Deer Valley Master Planned Development (11th Amended) allocates 66.75 units of density to the Stein Eriksen Lodge multi-family parcel. There are currently 65 residential units of varying sizes totaling 197,858.26 square feet due to the use of Deer Valley units when developing this parcel.
5. On August 27, 2009, the City Council approved a First Supplemental Sheet for all Phases of the Stein Eriksen Lodge Common Area reflecting improvements and addition to the spa building, as support commercial space, within the existing platted common area. The First Supplemental Sheet was recorded on June 23, 2010.
6. On October 11, 2012, the City Council approved a Second Supplemental Sheet for all Phases of the Stein Eriksen Lodge Common Area reflecting improvements to the support meeting rooms. The Second Supplemental Sheet was recorded on June 28, 2013.
7. On December 5, 2015, members of the Stein Eriksen Lodge Owner's Association, Inc. voted to expand residential accessory uses within the common area for improvements to the outdoor pool area and for additions to the existing owner and guest ski locker room and owner and guest recreation and entertainment facilities.
8. On May 17, 2015, the Stein Eriksen Lodge Owner's Association submitted an application for a Third Supplemental Sheet for All Phases of the Stein Eriksen Lodge condominium plat to reflect proposed improvements to the existing platted common area for a total of 9,428 square feet of residential accessory uses and circulation.
9. At 19' to 25', the height of the addition complies with the allowed height of 35' from existing natural grade.
10. Exterior materials and architecture are proposed to match the existing buildings in character, style, details, and type.
11. The application was deemed complete on August 16, 2016.
12. This plat amendment does not increase the square footage of either support meeting space, support commercial space, or change any residential units or private areas.
13. The proposed Third Supplemental Sheet is consistent with the 11th amended Deer Valley Master Planned Development.
14. No changes are proposed to the support commercial areas, support meeting space, or to any residential or private area within the building or site.
15. The proposed amendment maintains a minimum of sixty percent (60%) open space at 62.64%.
16. There is good cause for the proposed amendment to the condominium plat in that the amendment reflects proposed physical changes to the common area for exclusive use by owners, guests, and employees.

Conclusions of Law:

1. There is good cause for this Third Supplemental Sheet for All Phases of the Stein Eriksen Lodge Common Area condominium plat.
2. The proposed plat is consistent with the Park City Land Management Code, the 11th Amended Deer Valley MPD, and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed plat.
4. Approval of this Third Supplemental Sheet for All Phases of the Stein Eriksen Lodge

Common Area condominiums plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall be recorded prior to issuance of a building permit for the proposed residential accessory space additions.
4. All conditions of approval of the Deer Valley Master Planned Development (11th Amendment) continue to apply.
5. As common area the addition for residential accessory uses may not be separately sold or deeded.
6. No further expansion of support commercial or meeting space will be permitted based on this additional expansion.
7. All required disturbance and impact fees will be calculated based on the building permit application and are required to be paid prior to issuance of a building permit.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this ____ day of ____, 2016.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibit A- Third Supplemental Sheet for All Phases of the Stein Eriksen Lodge Common Area condominium plat

SURVEYOR'S CERTIFICATE



I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owner(s), I have prepared this Record of Survey map of the STEIN ERIKSEN LODGE COMMON AREA and that the same has been or will be monumented on the ground as shown on this plot. I further certify that the information on this plot is accurate.

John Demkowicz _____ Date _____

BOUNDARY DESCRIPTION

The Common Area, contained within the Stein Eriksen Lodge, a Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in Summit County, Utah as Entry No. 187330, and in the Amended Record of Survey Map recorded in Summit County, Utah as Entry No. 200321 and in the Declaration of Covenants, Conditions and Restrictions and Bylaws of the Stein Eriksen Lodge, a Utah Condominium Project, recorded in Summit County, Utah, of January 11, 1982, as Entry No. 187331, in Book 209, of Page 3, and in the Amended Declaration of Covenants, Conditions, Restrictions and Bylaws of the Stein Eriksen Lodge, a Utah Condominium Project, recorded in Summit County, Utah, on January 5, 1983, as Entry No. 200312, in Book M-243, of Page 278 and the First Supplemental Record of Survey Map recorded December 27, 1983, as Entry No. 214226 and the Second Amendment to Condominium Declaration recorded December 27, 1983, as Entry No. 214573, in Book 283, of Page 153, and Corrected First Supplemental Record of Survey Map recorded December 19, 1984, as Entry No. 228426, and Corrected Second Amendment to Condominium Declaration recorded December 19, 1984, as Entry No. 229427, in Book J24, of Page 293, and Third Amendment to Declaration of Condominium recorded January 9, 1990, as Entry No. 318910, in Book 550, of Page 422, and Fourth Amendment to the Condominium Declaration recorded December 27, 1993, as Entry No. 445217, in Book 334, of Page 283, and Second Amended Stein Eriksen Lodge, Sheet 2 of 3 of the Record of Survey Map recorded July 13, 1999, as Entry No. 543627, and Fifth Amendment to the Condominium Declaration recorded July 13, 1999, as Entry No. 543628, in Book 1213, of Page 315, and Stein Eriksen Lodge Common Area Supplemental Sheet for all Phases Survey Map recorded June 23, 2010, as Entry No. 901426, and Stein Eriksen Lodge Common Area Second Supplemental Sheet for all Phases Survey Map recorded June 28, 2013, as Entry No. 973745, records of the Summit County Recorder's Office.

Together with (A) the undivided ownership interest in said Condominium Project's Common areas and facilities which is appurtenant to said unit, (B) the referenced declaration of condominium providing for partitionable fee in the magnitude of said undivided ownership interest in the composition of the common areas and facilities to which said interest relates, (C) the exclusive right to use and enjoy each of the limited common areas which is appurtenant to said unit, and (D) the non-exclusive right to use and enjoy the common areas and facilities included in said condominium project (as said project may hereafter be expanded) in accordance with the aforesaid declaration and survey map (as said declaration and map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

OWNER'S DEDICATION AND CONSENT TO RECORD

On this _____ day of _____, 2013, Stein Eriksen Lodge Owner's Association, Inc., a Utah non-profit corporation, does hereby certify that on _____ the members of the Association voted to expand the Common 36 Lockers with Deck above, Common Entertainment Center with segregated roof, and the Pool, Pool Deck and Plaza area for the benefit of the Association's members who collectively constitute all of the owners of the property that comprises Stein Eriksen Lodge. In accordance with the Utah Condominium Ownership Act, the Association has caused this Survey to be made and this Amended Record Survey Map to be prepared and hereby consents to the recording of this Amended Record Survey Map, which shows the boundaries of the expanded Common 36 Locker, Entertainment Center, and Pool, Pool Deck and Plaza area. The Association further consents to the recording hereof with the mention that upon such recording, the provisions of the Declaration and Utah Condominium Ownership Act shall apply to the property described herein. The Association also hereby dedicates and acknowledges all easements shown herein to the use of the public in accordance with an irrevocable offer of dedication.

STEIN ERIKSEN LODGE OWNER'S ASSOCIATION, INC.
By _____
Russell L. Olsen, Chief Executive Officer

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SUMMIT } 35

On this _____ day of _____, 2013, personally appeared before me, Russell L. Olsen, who being by me duly sworn did say, that he is the Chief Executive Officer of the Stein Eriksen Lodge Owner's Association, Inc., a Utah non-profit corporation, and that he signed the above Owner's Dedication and Consent to Record for, on and in behalf of the unit owners of said Association, and said Russell L. Olsen, duly acknowledged that said Association executed the same.

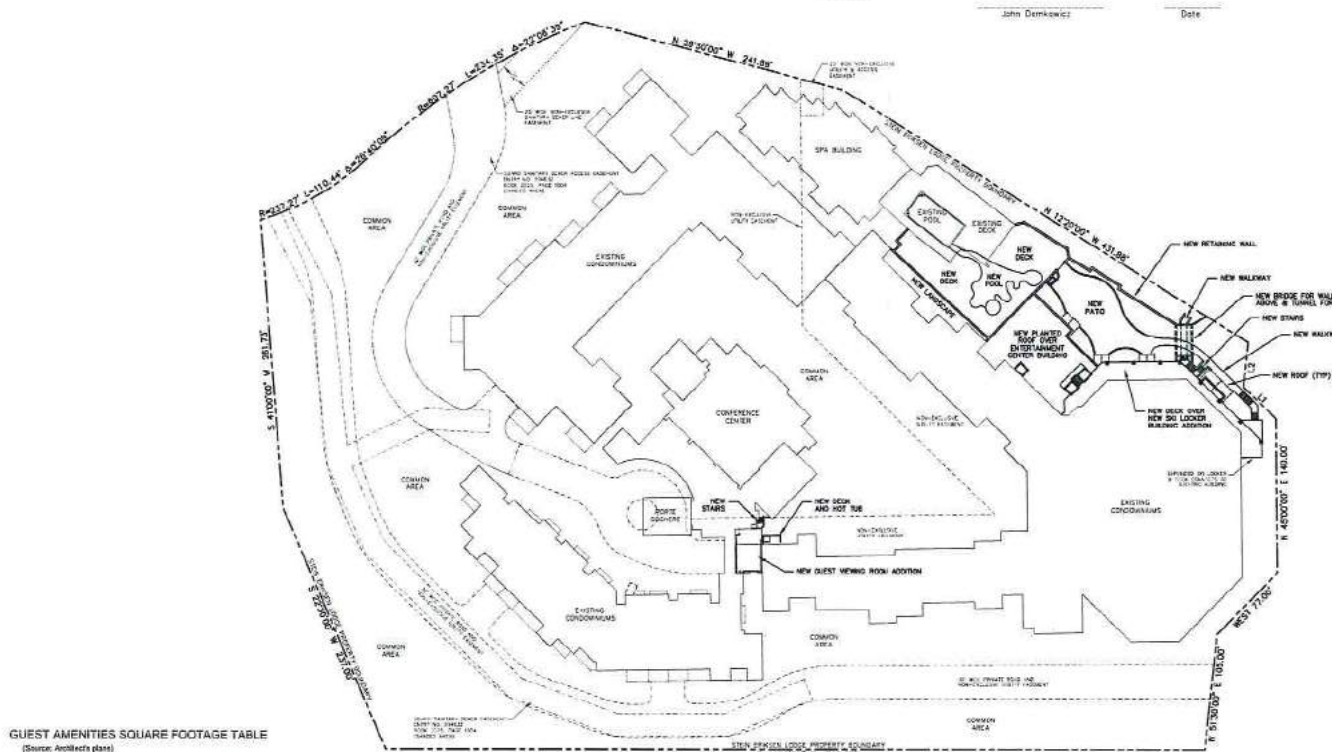
X Notary Public commissioned in Utah
Printed name _____
Residing in _____
My commission expires _____



LINE	BEARING	LENGTH
13	N 20° 00' 00" E	20.00
14	S 89° 59' 59" W	20.00



SHEET 1 OF 1



GUEST AMENITIES SQUARE FOOTAGE TABLE
(Square footages shown)

Locker Room Addition	3,592 sq.ft.
Entertainment Center Addition	4,050 sq.ft.
Circulation Space Addition	868 sq.ft.
Guest Viewing Room Addition	918 sq.ft.
Total	9,428 sq.ft.
Pool and Deck Addition	7,266 sq.ft.

- NOTES:**
- This Third Supplemental Record of Survey Map is an Amendment of the common area for all Phases currently of record, together with all amendments thereto, to illustrate the expanded common area building and site improvements in conformance with the Utah Condominium Act.
 - All other conditions of approval of the Stein Eriksen Lodge Common Area Project continue to apply.
 - All conditions of approval of the Deer Valley Master Planned Development and the Stein Eriksen Lodge Conditional Use permit, that continue to apply.
 - This plot is subject to the conditions of approval of Ordinance 1-1-X.

THIRD SUPPLEMENTAL SHEET FOR ALL PHASES
STEIN ERIKSEN LODGE COMMON AREA

A UTAH CONDOMINIUM PROJECT LOCATED IN THE
NW 1/4 OF SECTION 27 AND THE NE 1/4 OF SECTION 28,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2013 A.D.
BY _____
S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 26th DAY OF SEPTEMBER, 2012 A.D.
BY _____ CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____, 2013 A.D.
BY _____ PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____ DAY OF _____, 2013 A.D.
BY _____ PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2013 A.D.
BY _____ PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 11th DAY OF OCTOBER, 2012 A.D.
BY _____ MAYOR

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

Stein Eriksen Lodge
PCMC Plat Application: Project Description

May 16, 2016

The Stein Eriksen Lodge is a combination of multiple condominium plats that define the private areas of ownership as well as the common elements owned by the association of unit owners. In 2010 and 2013, the Stein Eriksen Lodge made improvements to common areas including a spa and pool addition and conference center expansion. The enclosed common area building space and exterior pool and deck common areas were defined by two Common Area supplemental plats recorded and included in the current Stein Eriksen Lodge plat application.

The purpose of the Stein Eriksen Lodge Common Area Third Supplemental Sheet for all Phases is to define the proposed guest amenity common area that includes an expansion to the ski lockers and a deck above, an entertainment center building addition with a planted roof, and an expansion to the pool, deck and plaza area on the east side of the Stein Eriksen Lodge. The proposed improvements also include an addition of a Guest Viewing Room located within the main entry into the lodge, adjacent to the porte cochere.





Stein Eriksen Lodge – looking south



Stein Eriksen Lodge – looking north





Stein Eriksen Lodge – looking southeasterly



Stein Eriksen Lodge – looking southwesterly

RECEIVED
MAY 17 2016
PARK CITY
PLANNING DEPT.

EXHIBIT C



SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 15441, as prescribed by the laws of the State of Utah, and that by authority of the owner(s), I have prepared this Record of Survey map of the STEIN ERIKSEN LODGE COMMON AREA and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

John Demkowicz
John Demkowicz

1-28-2013
DATE

BOUNDARY DESCRIPTION

The Common Areas contained within the Stein Eriksen Lodge, a Utah Condominium Project, as the same is identified in the record of survey maps recorded in Summit County, Utah as Entry No. 187330, and in the amended record of survey maps recorded in Summit County as Entry No. 200151 and in the declaration of covenants, conditions and restrictions and bylaws of the Stein Eriksen Lodge, a Utah Condominium Project, recorded in Summit County, Utah on January 17, 1987, as Entry No. 187371, in Book 208, of Page 4, and in the amended declaration of covenants, conditions and restrictions and bylaws of the Stein Eriksen Lodge, a Utah Condominium Project, recorded in Summit County, Utah on January 5, 1988, as Entry No. 200152, in Book 18-245, of Page 270 and the amendments and corrections thereto and the First Supplemental Record of Survey Map recorded December 27, 1993, as Entry No. 21076 and the Second Amendment to Condominium Declarations recorded December 31, 1993, as Entry No. 214577, in Book 283, of Page 153, records of the Summit County Recorder's Office. Together with (A) the undivided ownership interest in said Condominium Project's common areas and facilities which is appurtenant to the units (the referenced declaration of Condominium providing for periodic alteration of the magnitude of said undivided ownership interest in the common areas and facilities to which said interest relates), (B) the exclusive right to use and enjoy each of the limited common areas which is appurtenant to said unit, and (C) the non-exclusive right to use and enjoy the common areas and facilities included in said condominium project (as said project may hereafter be amended) in accordance with the attached declaration and survey map (as said declaration and map may hereafter be amended or substituted) and the Utah Condominium ownership act.

OWNER'S DEDICATION AND CONSENT TO RECORD

On this 28th day of JANUARY, 2013, Stein Eriksen Lodge Owner's Association, Inc., a Utah non-profit corporation, does hereby certify that on 1/24/2013, 2013, the members of the Association voted to expand the Common Conference Center for the benefit of the Association's members who collectively constitute all of the owners of the property that comprises Stein Eriksen Lodge. In accordance with the Utah Condominium Ownership Act, the Association has caused this survey to be made and this Amended Record Survey Map to be prepared and hereby consents to the recording of this Amended Record Survey Map, which shows the boundaries of the expanded Common Area Spa Facility. The Association further consents to the recording hereof with the intention that upon such recording, the provisions of the Declaration and Utah Condominium Ownership Act shall apply to the property described herein. The Association also hereby declares the non-exclusive utility easements shown herein to be of the public in accordance with an easement offer of dedication.

STEIN ERIKSEN LODGE OWNER'S ASSOCIATION, INC.

Robert L. Green
Robert L. Green, Chief Executive Officer

ACKNOWLEDGMENT

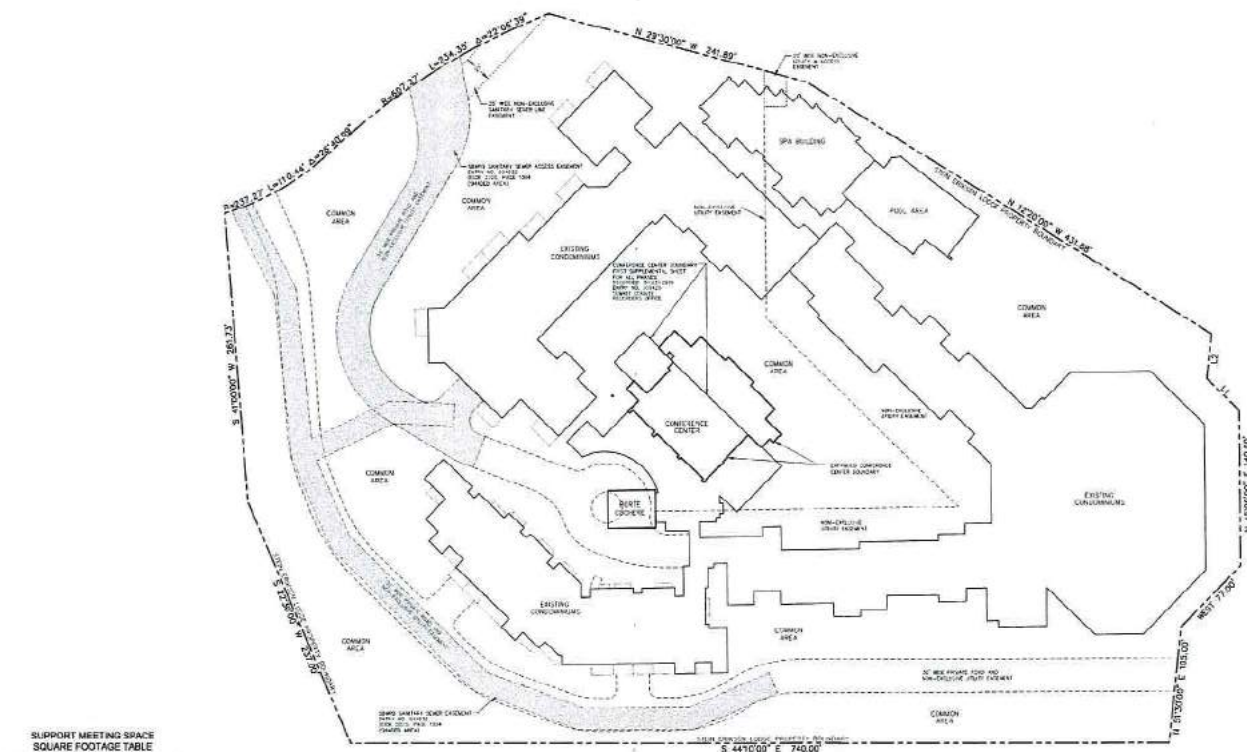
STATE OF UTAH }
COUNTY OF SUMMIT } ss

On this 28th day of January, 2013, personally appeared before me, Russell L. Green, who being by me duly sworn, did declare that he is the Chief Executive Officer of the Stein Eriksen Lodge Owner's Association, Inc., a Utah non-profit corporation, and that he signed the above owner's dedication and consents to record for, on behalf of the said owners of said Association, and said Russell L. Green duly acknowledged that said Association executed the same.

Russell L. Green
Russell L. Green, Chief Executive Officer

Residing in Utah

My commission expires 9/27/2015



SUPPORT MEETING SPACE SQUARE FOOTAGE TABLE

EXISTING	3,266 SF
PROPOSED	4,361 SF
TOTAL	7,627 SF

* PER ARCHITECTS PLANS

SECOND SUPPLEMENTAL SHEET FOR ALL PHASES
STEIN ERIKSEN LODGE COMMON AREA

A UTAH CONDOMINIUM PROJECT LOCATED IN THE NW 1/4 OF SECTION 27 AND THE NE 1/4 OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH.

- NOTES:
- This Second Supplemental Record of Survey Map is an Amendment of the common area for all Phases, currently of record, together with all amendments thereto, to maintain the required minimum area having any site improvements in conformance with the Utah Condominium Act.
 - All other conditions of approval of the Stein Eriksen Lodge Common Area should continue to apply.
 - All conditions of approval of the Stein Eriksen Lodge Common Area should continue to apply.
 - This plat is subject to the conditions of approval of Ordinance 12-10.

LINE TABLE

LINE	BEARING	LENGTH
1	N 100°00'00" E	41.00'
2	N 51°30'00" E	44.89'

SHEET 1 OF 1

<p>SNYDERVILLE BASIN WATER RECLAMATION DISTRICT</p> <p>REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 30th DAY OF SEPTEMBER, 2013 A.D.</p> <p>BY <i>[Signature]</i> S.E.W.R.D.</p>	<p>PLANNING COMMISSION</p> <p>APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 28th DAY OF SEPTEMBER, 2013 A.D.</p> <p>BY <i>[Signature]</i> CHAIR</p>	<p>ENGINEER'S CERTIFICATE</p> <p>I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 28th DAY OF SEPTEMBER, 2013 A.D.</p> <p>BY <i>[Signature]</i> PARK CITY ENGINEER</p>	<p>APPROVAL AS TO FORM</p> <p>APPROVED AS TO FORM THIS 28th DAY OF March, 2013 A.D.</p> <p>BY <i>[Signature]</i> PARK CITY ATTORNEY</p>	<p>CERTIFICATE OF ATTEST</p> <p>I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 11th DAY OF SEPTEMBER, 2013 A.D.</p> <p>BY <i>[Signature]</i> PARK CITY RECORDER</p>	<p>COUNCIL APPROVAL AND ACCEPTANCE</p> <p>APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 11th DAY OF OCTOBER, 2013 A.D.</p> <p>BY <i>[Signature]</i> MAYOR</p>	<p>RECORDED #973745</p> <p>STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF <u>CONDOMINIUM TITLE</u></p> <p>DATE <u>6-28-2013</u> TIME <u>1:58 PM</u> BOOK <u>---</u> PAGE <u>---</u></p> <p>29500 FEE <i>[Signature]</i> RECORDER</p>
						<p>303 West Street, P.O. Box 204, Park City, Utah 84302-0204</p>



SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 15441, as prescribed by the laws of the State of Utah, and that by authority of the owner(s), I have prepared this Record of Survey map of the STEIN ERIKSEN LODGE COMMON AREA and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

John Demkowicz
John Demkowicz

4-21-2010
Date

BOUNDARY DESCRIPTION

The Common Areas contained within the Stein Eriksen Lodge, a Utah Condominium Project, as the same is identified in the record of survey map recorded in Summit County, Utah as Entry No. 187370, and in the amended record of survey map recorded in Summit County, Utah as Entry No. 200331 and in the declaration of covenants, conditions and restrictions and bylaws of the Stein Eriksen Lodge, a Utah Condominium Project, recorded in Summit County, Utah, on January 11, 1982, as Entry No. 187371, in Book 206, at Page 8, and in the amended declaration of covenants, conditions, and restrictions and bylaws of the Stein Eriksen, a Utah Condominium Project, recorded in Summit County, Utah on January 5, 1983, as Entry No. 200332 in Book M-245, at Page 278 and the amendments and corrections thereto and the First Supplemental Record of Survey Map recorded December 27, 1983, as Entry No. 214578 and the Second Amendment to Condominium Declaration recorded December 27, 1983, as Entry No. 214577, in Book 283, at Page 153, records of the Summit County Recorder's Office. Together with (A) the undivided ownership interest in said Condominium Project's Common areas and facilities which is appurtenant to said unit; (the referenced declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest in the composition of the common areas and facilities to which said interest relates); (B) the exclusive right to use and enjoy each of the limited common areas which is appurtenant to said unit; and (C) the non-exclusive right to use and enjoy the common areas and facilities included in said condominium project (as said project may hereafter be expanded) in accordance with the aforesaid declaration and survey map (as said declaration and map may hereafter be amended or supplemented) and the Utah Condominium ownership act.

OWNER'S DEDICATION AND CONSENT TO RECORD

On this 30th day of April 2010, Stein Eriksen Lodge Owner's Association, Inc., a Utah non-profit corporation, does hereby certify that on March 25, 2009, the members of the Association voted to expand the Common Area Spa Facility for the benefit of the Association's members who collectively constitute all of the owners of the property that comprises Stein Eriksen Lodge. In accordance with the Utah Condominium Ownership Act, the Association has caused this survey to be made and this Amended Record Survey Map to be prepared and hereby consents to the recordation of this Amended Record Survey Map, which shows the boundaries of the expanded Common Area Spa Facility. The Association further consents to the recordation hereof with the intention that upon such recordation, the provisions of the Declaration and Utah Condominium Ownership Act shall apply to the property described herein. The Association also hereby dedicates the non-exclusive utility easements shown hereon to the use of the public in accordance with an irrevocable offer of dedication.

STEIN ERIKSEN LODGE OWNER'S ASSOCIATION, INC.

Russel L. Olsen
Russel L. Olsen, Chief Executive Officer

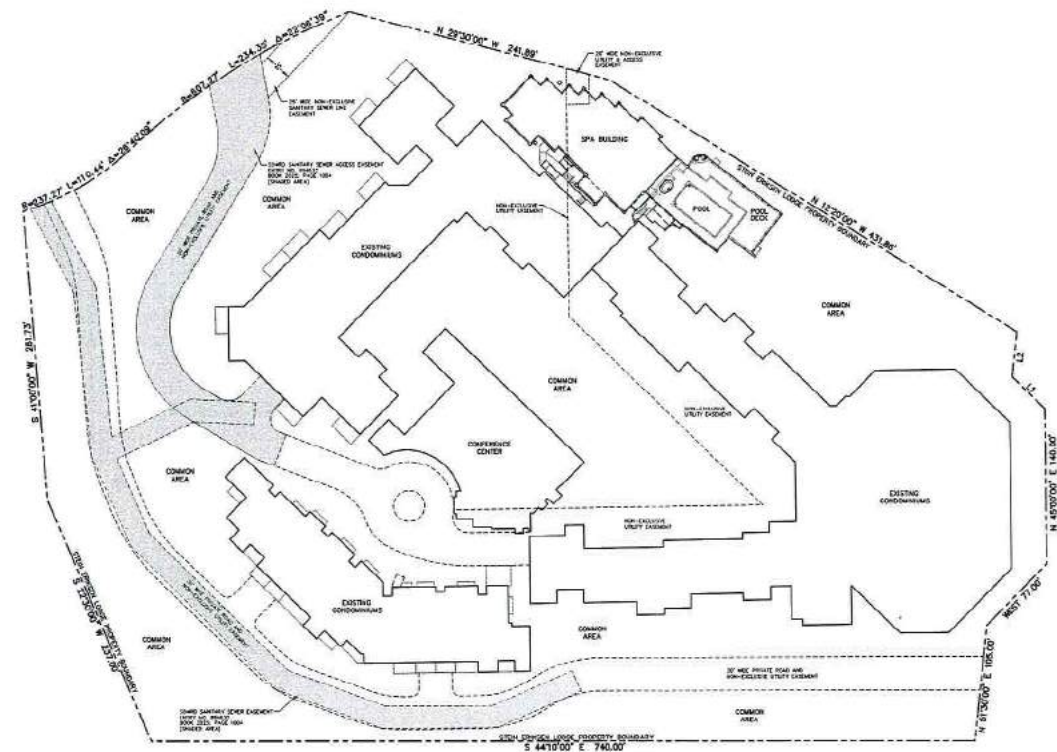
ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SUMMIT } ss.

On this 30th day of April, 2010, personally appeared before me, Russel L. Olsen, who being by me duly sworn did say, that he is the Chief Executive Officer of the Stein Eriksen Lodge Owner's Association, Inc., a Utah nonprofit corporation, and that he signed the above Owner's Dedication and Consent to Record for, on and in behalf of the unit owners of said Association, and said Russel L. Olsen duly acknowledged that said Association executed the foregoing.

Teri Ekstrom
Teri Ekstrom
Notary Public Commissioned in Utah

Printed Name
Residing in Summit County
My commission expires April 16, 2014



SUPPLEMENTAL SHEET FOR ALL PHASES

STEIN ERIKSEN LODGE COMMON AREA

A UTAH CONDOMINIUM PROJECT LOCATED IN THE NW 1/4 OF SECTION 27 AND THE NE 1/4 OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH

- NOTES:**
- 1. This Supplemental Record of Survey Map is an Amendment to the common area for all phases, currently of record, together with all amendments thereto, to illustrate the expanded common area building and site improvements in conformance with the Utah Condominium Act.
 - 2. All other conditions of approval of the Stein Eriksen Lodge Common Area Project continue to apply.
 - 3. The Spa is not a separate commercial unit and as such may not be separately sold or leased.
 - 4. All conditions of approval of the Deer Valley Master Planned Development and the Stein Eriksen Lodge Conditional Use Permit, as amended, shall continue to apply.



LINE	BEARING	LENGTH
1	N 00°00'00\"	41.00'
2	N 21°30'00\"	49.00'



SHEET 1 OF 1

10/10 JOB NO.: 4-8-08 FILE: X:\SilverLake\lga\lga.dwg, lga.plt, 2008/04/08.dwg

 SYNDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SYNDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 30th DAY OF APRIL, 2010 A.D. BY <i>[Signature]</i> S.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 12TH DAY OF AUGUST, 2009 A.D. BY <i>[Signature]</i> CHAIRMAN	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 17th DAY OF APRIL, 2010 A.D. BY <i>[Signature]</i> PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS 15th DAY OF JUNE, 2010 A.D. BY <i>[Signature]</i> PARK CITY ATTORNEY	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 27th DAY OF AUGUST, 2009 A.D. BY <i>[Signature]</i> PARK CITY RECORDER	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 27th DAY OF AUGUST, 2009 A.D. BY <i>[Signature]</i> MAYOR	# 901426 RECORDED STATE OF UTAH, COUNTY OF SUMMIT, and FILED AT THE REQUEST OF Coalition Title DATE 6-23-10 TIME 9:43 AM BOOK PAGE 938 FEE <i>[Signature]</i> RECORDER
--	--	---	--	--	--	---



August 16, 2016

Park City Planning Commission
Attn: Kirsten Whetstone
PO Box 1480
Park City, UT 84060

To whom it may concern:

A vote of the owners of the Stein Eriksen Lodge Owners' Association, Inc. was taken during the annual owners' meeting held on December 5, 2015 to approve the project known as Phase VI. This project includes: an expansion of the existing pool, expansion of the ski locker room, the addition of an entertainment center, the addition of a Viewing Room for in house guests and certain other common area additions and improvements.

This vote authorizing the board and management to do all things necessary to facilitate design, cost development, submittal to city for approval and authorization, amending and recordation or a new plat, selection of a contractor, obtaining financing and all other things necessary to facilitate construction of the project passed by a vote of 78.4% of the undivided interest of the Association either in person or by proxy. This authorization is subject to approval of the final budget for the project.

Sincerely,

A handwritten signature in black ink that reads 'Russ Olsen'. The signature is stylized with a large, sweeping initial 'R'.

Russ Olsen
Chief Executive Officer

EXHIBIT E



RECEIVED
MAY 17 2016
PARK CITY
PLANNING DEPT.


 <small>Professional Services • Land Acquisition • Development</small> 323 West Street, #100, Salt Lake City, Utah 84102-2044	<small>(435) 940-9487</small> STAFF: MICHAEL DEMKOWICZ JESSE WORNOLD	AERIAL PHOTOGRAPH STEIN ERIKSEN LODGE	SHEET 1 OF 1
	DATE: 5/16/15	FOR: WFA ARCHITECTURE JOB NO.: 15-4-15 FILE: X:\SilverLakeVillage\deg\Exhibit\esl-ortho.deg	

EXHIBIT F

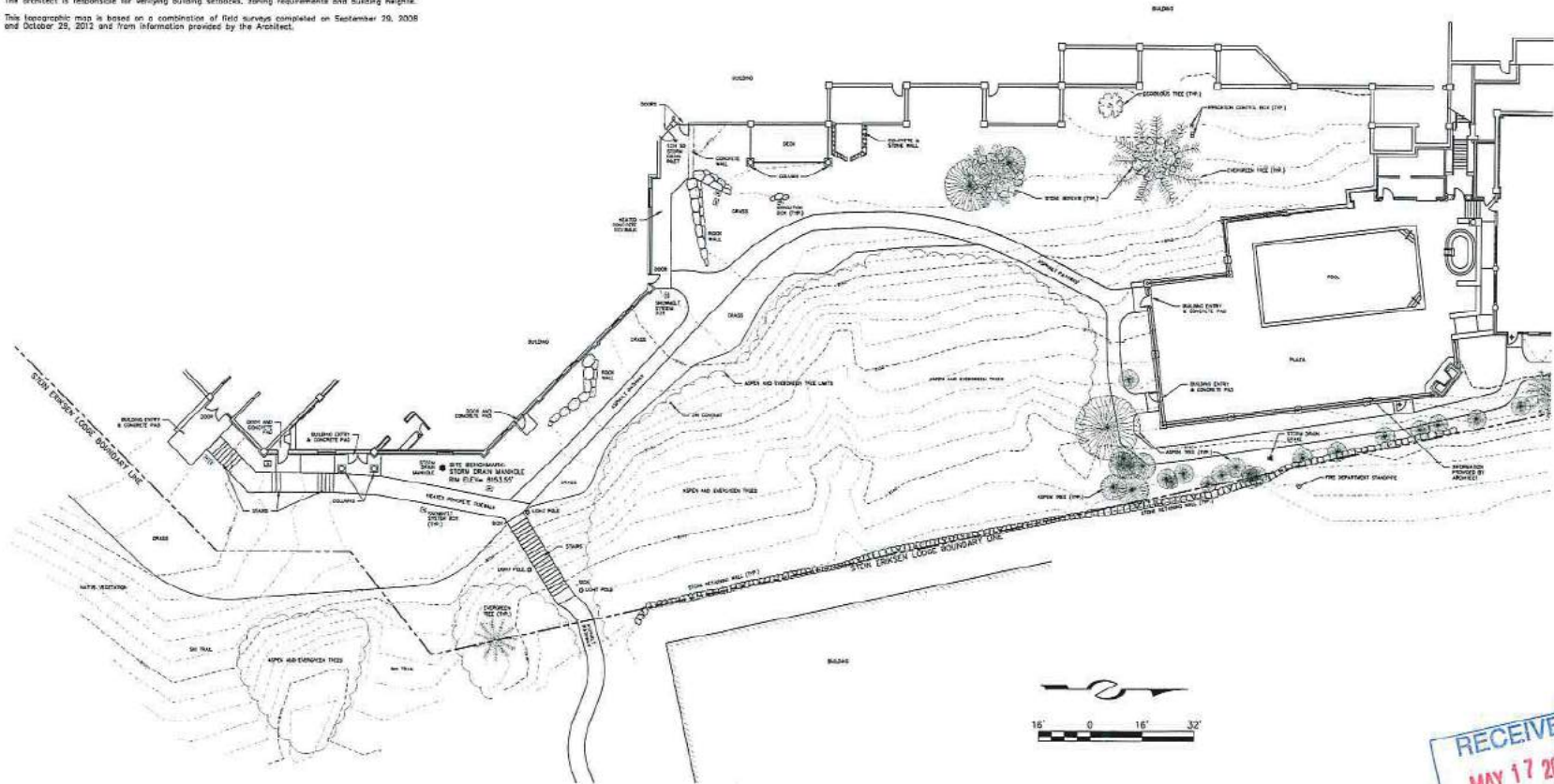


SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold certification no. 4838739 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described herein. I further certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

NOTES

- 1. See record of survey plat for assessments and restrictions.
- 2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
- 3. This topographic map is based on a combination of field surveys completed on September 29, 2008 and October 29, 2012 and from information provided by the Architect.



RECEIVED
MAY 17 2016
PARK CITY
PLANNING DEPT.

 CONSULTING ENGINEERS AND PLANNERS SURVEYORS <small>222 MAIN STREET • 712.266.2227 • PARK CITY, UTAH 84302-2000</small>	(435) 541-5447	STAFF: MICHAEL DEMCOWICZ MARTIN MORRISON MARSHALL KING JESSE MORENO	PHASE VI-A EXISTING CONDITION STEIN ERIKSEN LODGE 7700 STEIN WAY	SHEET 1 OF 1
	DATE: 4/12/16	FOR: JCL JOB NO.: 8-4-16 FILE: \\SLU\dwg\tr\tops2016\080416-hsl.dwg		