



DATE: November 3, 2017

SUBJECT: Treasure Hill Properties' Rights to Place Excavated Materials, Preliminary Response to Staff's Claims about May 1985 Fact Sheet, and Responses to City's Working Issues List

1. Rights to Place Excavated Material as Proposed.

The Applicant has rights to place excavated material as proposed under its Special Warranty Deed With Possibility of Reverter ("Deed") to the City and its agreements with Vail.

Pursuant to Section 9 of the Deed, a copy of which is attached hereto as Exhibit A, the Applicant and its successors have the unconditional right to "[t]o use the Open Space Parcel as a depository for excess fill generated from construction (in connection with duly issued building permits) in conjunction with the Sweeney Master Plan" Section 9 provides for the City's engineer to work with the eventual developer about regrading, runoff and erosion control, replacement of topsoil, and revegetation, demonstrating that all parties were aware of the substantial nature of the deposit of excavated material on the hillside. The Deed, including Section 9, was reviewed and approved by the City's Attorney. Thus, the City knowingly and voluntarily accepted the Deed to the open space on the express condition that the Applicant be permitted to deposit excavation material on the open space as necessary to complete development of the Hillside Properties.

Additionally, the Applicant also has rights to place excavation material on portions of Vail's property should the need arise. Attached hereto as Exhibit B is a copy of an agreement between the Applicant (and related entities) and Vail's predecessor-in-interest, Greater Park City Company, providing in Section 3 that the Applicant and its successors may "place excess excavation material on upper Payday as shown" in an attached exhibit. The referenced exhibit identifies the large location on the Payday ski run where such excavation material may be placed.

2. The City Misrepresents Numerous Aspects of the May 1985 Fact Sheet.

2.1 The City Still Has Not Provided the Applicant or the Public with a Complete Set of Relevant Materials and Previously Presented an Incomplete Set to the Commission.

The Applicant is providing this preliminary response to the numerous and myriad misstatements made by Staff regarding the May 1985 Fact Sheet in its report dated October 11, 2017. However, the Applicant previously requested all documents in the City's possession relating to the 1985 Fact Sheet and related submissions, the response to which was due on October 19,

2017. While there have been recent discussions about the City producing records, the City has so far failed to produce records in response the Government Records Access and Management Act requests submitted to the City in late August. Until the City makes a complete production to the GRAMA request and the Applicant is able to review all of the related documents and information, this response is necessarily incomplete and preliminary. Nevertheless, substantial available information demonstrates that Staff’s conjecture, speculation, and assumptions are baseless.

Moreover, whether due to ignorance or something more nefarious, Staff has presented a partial and incomplete set of documents in several respects.¹ First, while Staff touted that the May 1985 Fact Sheet was an exhibit to the SPMP, Staff ignored that the reference specifically included “subsequent amendments” to that Fact Sheet. Even though the SPMP explicitly informed Staff that additional relevant documents exist, Staff did not bother to locate or review those documents before jumping to numerous conclusions about the May 1985 Fact Sheet and how it supposedly informs various topics under consideration. As discussed below, there were numerous subsequent versions of the Fact Sheet provided to the City leading up to the SPMP approval. Those subsequent versions omitted all of the portions of the May 1985 Fact Sheet that Staff found so critical to its speculative assumptions.

Second, Staff provided incomplete copies of related documents in its October 11 Staff Report. Specifically, the May 1985 Fact Sheet was actually a summary document of a much larger and longer submission to the City, the details of which are discussed below. Staff cherry-picked portions of the full report and included only those portions that appeared to corroborate its erroneous speculation and conclusions. Staff failed to provide the Commission and public with a full copy of the accompanying submission, which included numerous exhibits providing important context for the May 1985 Fact Sheet and full report. As discussed below, these exhibits to the complete report demonstrate that both the report and the summarized version in the May 1985 Fact Sheet offer little to no guidance in the interpretation of the SPMP.

2.2 Staff’s Speculation and Assumptions about the May 1985 Fact Sheet Are Baseless and Demonstrate an Apparent Effort by Staff to Subvert the CUP Process.

As with just about everything in life, context matters. When it comes to historical documents submitted to the City prior the SPMP approval, context matters a whole lot. Yet Staff presented the May 1985 Fact Sheet without any historical context, poaching isolated statements and charts from their context and then drawing wild conclusions about them.

The May 1985 Fact Sheet was part of a starting point for arriving at acceptable master plan parameters. Notably, in the master plan process, the intent was not to submit specific building

¹ Staff was not even forthcoming about how it located the May 1985 Fact Sheet. In its October 11 report, Staff suggested that it had deliberately sought out the information “to research additional consistency with the MPD.” (p. 52.) But that is misleading. The only reason that Staff was looking for the May 1985 Fact Sheet is because the Applicant asked the City to do so in its GRAMA request. The impetus behind the efforts to locate the May 1985 Fact Sheet was the Applicant, not Staff’s supposed desire to verify “consistency.” Staff’s dissembling raises troubling questions about its motives.

plans for approval (nor was that the result), but rather the intent was simply to work with the City on various design concepts toward the mutual goal of arriving at a master plan approval with acceptable parameters.

Unlike current Staff, which was not involved in the negotiations and discussions in 1985 and 1986 leading to the SPMP approval, the Applicant's principal, Dr. Pat Sweeney, was personally and directly involved. More to the point, Dr. Sweeney authored the May 1985 Fact Sheet, related submissions, and subsequent revisions. Dr. Sweeney was involved in the process before and after the submission of Fact Sheet, knows the provenance of the information in the Fact Sheet, and was involved in the extensive proceedings subsequent to the Fact Sheet, including the submission of the Woodruff drawings. Simply stated, there is no witness in a better position to contextualize the May 1985 Fact Sheet than Dr. Sweeney. Yet, before submitting the October 11 Staff Report to the Commission or making a number of sweeping conclusions about it, Staff never bothered to contact Dr. Sweeney—even to let him know that the City had located the document (which the Applicant had requested months earlier). Had Staff bothered to approach Dr. Sweeney first, much of the misinformation Staff later peddled to the Commission and public could have been avoided. Regrettably, Staff chose the cavalier approach instead.²

As even Staff admitted during the October 11 hearing, the May 1985 Fact Sheet was a very early, preliminary submission to the City proposing multiple alternative to develop the entire area that was eventually included in the SPMP—not just the Hillside Properties. The May 1985 Fact Sheet and its accompanying full report were preliminary starting points for discussion with City officials and look nothing like what was ultimately approved in the SPMP *after more than 17 months of additional negotiations following the submission of the May 1985 Fact Sheet*.

Of course, had Staff been neutral and objective in its assessment of the materials, it would have taken the time to understand that the May 1985 Fact Sheet was nothing more than one of many proposals considered (and rejected) by the City and that the development proposed in the May 1985 Fact Sheet bears no resemblance to the development approved in the SPMP. Instead, Staff adopted an advocacy role, pushing a crowd-pleasing—though demonstrably wrong—view of the May 1985 Fact Sheet.

A simple review of the materials Staff cherry-picked from the full report immediately demonstrates the place of the May 1985 Fact Sheet in the broader discussions that were then ongoing. The very first line of the Introduction to the complete report, from which the Fact Sheet was excerpted, states that the “document presents *a* development concept.” (Sweeney Properties Master Plan Proposal, May 15, 1985, p. 1, Exhibit C hereto (emphasis added).) Thus, it was clear

² Incredibly, Staff claims to “interpret” the Fact Sheet to reach several erroneous conclusions despite having never discussed the Fact Sheet with its author, Pat Sweeney. The one person who knows the intent and meaning of the Fact Sheet—including the context in which it was prepared and submitted to the City—is the one the person Staff has failed to consult about these issues. Stated bluntly, Staff is neither empowered nor equipped to “interpret” the Fact Sheet or to draw any conclusions about the meaning or intent of the Fact Sheet.

That Staff is ill-equipped to “interpret” the Fact Sheet is well demonstrated by the numerous errors in Staff's analysis.

that the report and May 1985 Fact Sheet related to “a”—that is, just one—proposal. *That* proposal was the one detailed in the report and Fact Sheet—and it looks nothing like the concept approved in the SPMP. The information in the May 1985 Fact Sheet pertains to that singular proposal set forth in the documents—a proposal that was ultimately rejected by the City. It does not relate to subsequent proposals, of which there were many. There is simply nothing to suggest that the 1985 Fact Sheet had the significance claimed by Staff.

Likewise, the second sentence of the Introduction explains that the proposed development concept “has been modified from the August 24, 1984 version to reflect changes resulting from preapplication discussions with the Park City Planning Staff.” (*Id.*) Thus, it is clear that the May 1985 submissions, including the Fact Sheet, were part of an evolving, dynamic, back-and-forth, give-and-take process with the City about the best way to develop the Hillside Properties. There is nothing in the May 1985 Fact Sheet or the longer report that suggests that anything proposed in May 1985 submissions will be binding or unchanged in future discussions. In fact, the content and context suggest the opposite.

The fluid and constantly changing nature of the discussions in the May 1985 time period is further confirmed by the report accompanying the May 1985 Fact Sheet. That report proposed “[a]n alternative plan which would not require rezoning the Hillside Properties” that was “based on the construction of a road from the Lowell-Empire switchback to Upper Norfolk Avenue.” (p. 7.) Thus, when the May 1985 Fact Sheet was submitted, the basic development concept for the Hillside Properties had not been settled upon. Various alternatives—vastly different in concept and scope—were still being considered. Given the early and preliminary state of the discussions and negotiations, it is inappropriate for Staff to poach isolated statements out of context and suggest that what amounted to brainstorming has some bearing on the final approval.

Although Staff concedes that information in the May 1985 Fact Sheet contradicts the eventual approvals in the SPMP (i.e., the number of residential UEs), Staff attempts to minimize these discrepancies. Where Staff apparently favors the information in the May 1985 Fact Sheet, Staff “finds” that such information is controlling. However, when information in the May 1985 Fact Sheet is inconvenient, Staff “finds” that information to be irrelevant. Of course, Staff has made these determinations based solely on its preferred outcome, not based on any objective facts and evidence.

2.3 The May 1985 Submissions Contradict the SPMP in Numerous Ways.

In reality, the discrepancies between the May 1985 submissions and the SPMP approval are substantial and irreconcilable.

For example, the May 1985 submissions contemplated a very different development concept. At the time, the Applicant only sought “a height increase to 40 and 50 feet” on the Hillside Properties “to allow dense clustering.” (p. 7.) However, as the SPMP approval demonstrates, the clustering concept was vastly expanded in subsequent iterations. Staff later recommended increased height envelopes to 98 feet for the Creole site and 55 feet for Mid-station—more than double the height requested in the May 1985 submissions for the Creole site. While the City Council eventually reduced those heights to 75 and 45 feet, respectively, the enormous difference between the development concept described in the May 1985 submissions and the concept

approved in the SPMP demonstrates that the specifics of the May 1985 Fact Sheet have no bearing on the questions currently before the Commission. But Staff ignored this.

Additionally, had Staff actually reviewed all of the exhibits to the full report accompanying the May 1985 Fact Sheet,³ particularly the proposed site plans, it would have immediately understood the vast differences between what was proposed in May 1985 and what was eventually approved in October 1986 in the SPMP. Those site plans, attached hereto as Exhibit D, propose developments on the Hillside Properties that have no resemblance to the concept approved in the SPMP, including the development concept depicted in the Woodruff drawings.⁴ For example, the proposed buildings on the Creole site are oriented differently, are disconnected from the Mid-Station site, and generally look nothing like the Woodruff drawings. Whereas the Woodruff drawings show an integrated development of the Hillside Properties, as the May 1985 report explains, the May 1985 proposal separated the Mid-Station development from the Creole development by a “550 foot driveway.” (p. 8.) Yet again, Staff ignored these discrepancies.

2.4 Following the May 1985 Submissions, the Applicant and the City Considered Numerous Other Concepts and Submissions. The May 1985 Submissions Were Just One Idea Among Many Proposed and Considered.

There were numerous additional submissions and meetings subsequent to the May 1985 Fact Sheet during which substantial changes were made to the application. Indeed, just a few months after the submission of the 1985 Fact Sheet, the City held additional meetings with the Applicant and discussed the “evolving concept” of the project, as summarized in a letter from the City to the Applicant. (July 18, 1985 Letter from City to MPE, Exhibit E hereto.) The City also proposed a contract zoning approach in that correspondence. That letter closed by referencing another future meeting about the application.

The Applicant responded by letter dated August 12, 1985 (Exhibit F hereto), in which the Applicant further described the evolving discussions about the fluid development concept emerging from the discussions. Specifically, the Applicant thanked the City for its “idea of looking at more of a high-rise approach in the Creole Mine Site . . . subject to specific guidelines which would allow several possible development alternatives.” The Applicant also suggested the parties continue to discuss the concept of contract zoning that the City raised in its prior letter.

³ Staff stated during the presentation on October 11, 2017, that the May 1985 Fact Sheet makes references to two phases for both the Creole and Mid-station sites but that Staff did not understand what that referred to. Had Staff read the full report in its entirety—including the exhibits—it would have been clear to Staff what that reference was to.

⁴ It should be noted that while the May 1985 Fact Sheet is identified as an exhibit to the SPMP, the Woodruff drawings are listed as an exhibit before the Fact Sheet. While the SPMP (and numerous subsequent representations by City officials) made it clear that the Woodruff drawings were merely for the purpose of testing volumetrics on the site, and not a restriction on future designs, it is evident that the City approved a development of the size represented by the Woodruff drawings, not the proposed development associated with the May 1985 Fact Sheet.

The parties continued to work on the development concept for several more months, including a needed exception to the height limitations to make the clustered development approach feasible.

Eventually, the Applicant submitted numerous additional versions of the Fact Sheet that eliminated statements about *all* of the areas Staff found so interesting about the May 1985 Fact Sheet. For example, the Applicant submitted a Fact Sheet on December 23, 1985, that contained numerical proposals only for the residential and commercial UEs. (*See Exhibit G hereto.*) There is nothing in the December 23, 1985 Fact Sheet about how much square feet is allotted to lobbies or how the commercial UEs were determined.

Notably, the December 23, 1985 Fact Sheet demonstrates there had been numerous versions and iterations of the Fact Sheet since May of that year. The December 23, 1985 Fact Sheet shows that earlier revisions were made to that form of the Fact Sheet on December 5, December 3, November 12, September 23, and August 12. Of course, Staff knew that there had been revisions to the May 1985 Fact Sheet—after all, the SPMP said so—but Staff did not wait to have all of the relevant information before jumping to all manner of erroneous conclusions based on a superseded submission. Staff’s handling of the May 1985 Fact Sheet is deeply distressing.

Additionally, it should be noted that while the various versions of the Fact Sheet are referenced in the SPMP, the Woodruff drawings, which were prepared well after the May 1985 Fact Sheet, are listed as the *first* exhibit. Although the Woodruff drawings were not intended to constrain the ultimate design of the development, they were intended to provide a general approximation of square footage and height in order to arrive at Height Zones, UEs, open space requirements, and parking requirements. As the Applicant has demonstrated before, the Woodruff drawings depict a development of approximately 875,000 square feet, which would necessarily include far more square footage than Staff interprets the May 1985 Fact Sheet to contemplate. If Staff’s interpretation of the May 1985 Fact Sheet is correct—and to be clear, there is nothing to suggest it is—then the Woodruff drawings wholly supersede the Fact Sheet.

2.5 Staff’s Speculation about the Meaning of the May 1985 Fact Sheet Fails a Basic Reality Check.

Staff suggests that the May 1985 Fact Sheet limits the lobby and circulation space of the development to just 17,500 square feet. (Staff Report October 11, 2017, p. 55.) Of course, that suggestion defies common sense.

A simple “reality check” on that claim demonstrates its patent absurdity. As Staff recognized, the May 1985 submissions proposed 207 residential UEs. If the plan was a simple double-loaded corridor, the most efficient layout possible, with 30-foot deep bays on either side of the hallway and consisted of 414,000 square feet of residential space (207 UEs at 2,000 s.f. per UE), the hallways could be no wider than 2.54 feet without exceeding the purported 17,500 square feet allowed for hallways. The minimum code requirement for a hallway is 3.5 feet. Thus, the absolutely most efficient arrangement would not allow enough space for code compliant hallways. Further, the hotel front desk would have to be located outside, since no space would remain for an actual lobby and there could be no stairs. The entire project would have to be on one level, which would violate the open space requirement in the master plan.

This simple calculation readily demonstrates that the numbers and charts in the May 1985 Fact Sheet were not intended to represent a final or complete development proposal. As demonstrated above, the May 1985 Fact Sheet and full report were very early, preliminary ideas for how to develop the Hillside Properties. The Applicant and City continued to work for a year and a half—through multiple other concepts and designs—before settling on the concept represented in the SPMP.

3. Staff’s Claim that the May 1985 Fact Sheet Reveals that the 19 Commercial UEs Were Based on the Support Commercial Allowed Under the 1985 Land Management Code Is Based on a Misreading of the Code.

Staff claims now that the 19 UEs of allotted commercial provided in the SPMP are the only commercial space the applicant is allowed. This is the third different position Staff has taken on the issue since 2006. Staff’s original conclusion—that the Applicant is entitled to additional support commercial and meeting space under the 2003 LMC—is correct for the reasons the Applicant has explained many times before.

Staff now suggests that the May 1985 Fact Sheet proves that its third and latest position on this issue is correct because the Fact Sheet shows the 19 UEs were “derived from” the expected residential UEs “which triggered the a maximum of 5% of support commercial spaces (supported by the 1986 Land Management Code).” (Staff Report October 11, 2017, p. 54.)

Staff’s claim that the 1985/1986 LMC only allowed for 5% support commercial is demonstrably false. In fact, the 1985 LMC allowed for 10% support commercial, rendering Staff’s assumptions and conclusions palpably wrong. Section 10.9(i) of the 1985 LMC provided that “[w]ithin any Master Planned Development” up to “10% of the total gross floor area may be devoted to support commercial facilities.” Not only was the allowed amount 10% and not 5%, but the calculation was made based on “total gross floor area,” not just the residential floor area permitted under the allotted UEs. Thus, Staff’s conclusion that a cryptic line in the May 1985 Fact Sheet somehow limits the Applicant to only 19 UEs of commercial space and prevents the Applicant from taking advantage of the additional support commercial allowed under the 2003 LMC is baseless. Of course, the Applicant has provided numerous additional reasons it is permitted additional support commercial space under the 2003 LMC, including, but not limited to, the fact that state statute mandates it and the City’s attorney repeatedly assured the Applicant that it was permitted such space. These points have been made in numerous prior submissions to the Commission and City and will not be repeated here.

4. The Applicant’s Responses to the City’s “Working Issues List.”

Staff previously provided the Applicant with a list of items it believed the Applicant needed to address based on Staff’s review of the meeting minutes. As the Applicant demonstrates below, however, the Applicant has already addressed all of those items. Below in black is Staff’s list and comments followed by the Applicant’s responses in red.

Working Issues List Treasure Hill CUP Application

The following list was extracted by City staff out of the adopted meeting minutes in order to highlight the issues that have not yet been resolved or fully responded to during the public hearings. This document does not supersede or change the official meeting record. Many of the same issues were raised at several of the public hearings and repeated by several Commissioners in differing variations. This list is not intended to represent an exhaustive list of issues and the Planning Commission may choose to add or revise this list.

June 8, 2016

- Appropriate square footage needs to be established
 - ✓ Project complies with Unit Equivalent and density approvals under Sweeney Properties Master Plan (SPMP).
 - ✓ Other floor areas and uses comply with 2003 LMC (*see, e.g.*, MPE Position Papers dated July 6, 2016; August 5, 2016; September 9, 2016; October 7, 2016; December 9, 2016; MPE Presentations dated July 13, 2016; August 10, 2016; September 14, 2016; October 12, 2016).
 - ✓ City's own analysis demonstrates the project is as efficient as other modern resorts (*see* Exhibit W).
 - ✓ 17.2 significantly improves an already efficient project (*see* MPE Presentation, Project Comparisons Exhibit, September 11, 2017).
- Environmental concerns (How have the Sensitive Lands Ordinance requirements been met for the Estate Zone?)
 - ✓ Sensitive Lands Ordinance does not apply
 - ✓ Project will not affect water quality (*see* Constructability Assessment Report, June 26, 2017)
 - ✓ Project will handle potentially contaminated soil consistent with state and federal standards and practices (*see* Constructability Assessment Report, June 26, 2017)
 - ✓ 17.2 further improves the project by significantly reducing the cliffscape area and requiring less excavation.

July 13, 2016

- Concerned with commercial space proposed intended to draw more people to the project as opposed to just servicing guests
 - ✓ All proposed commercial space is designed to primarily provide service to guests of the Project and not attract customers from other areas.
 - ✓ There is no basis for requiring project to exclude others from patronizing commercial tenants.
 - ✓ "Concerns" about project's "inten[t] to draw" others to the project is not based on any objective evidence.
 - ✓ Proposed commercial space complies with SPMP, 1985 LMC, 2003 LMC, and all other requirements.
- Applicant asked applicant to explain how the 52,000 square feet of commercial would not compete with Main Street.
 - ✓ This is not a requirement of the SPMP or 2003 LMC.

- ✓ The size, orientation, and location of the commercial areas of the project are designed so that they primarily serve the Project. Moreover, the customer experience of shopping and dining on Main Street will be fundamentally different from the experience at the resort. Additionally, the Project will provide additional bed base for Main Street and improved skiing for all of Old Town, particularly the beginner experience, with the obvious result of more business for Main Street and less vehicular trips to other base areas.
- ✓ 17.2 reduces the amount of support commercial sought.
- Concerns with amount of excavation, massing, and building orientation (neighborhood compatibility and impacts) (needs wrap-up discussion)
 - ✓ MPE has repeatedly responded to the “concerns” raised about these issues (*see, e.g.*, MPE Position Papers dated July 6, 2016; August 5, 2016; September 9, 2016; October 7, 2016; December 9, 2016; MPE Presentations dated July 13, 2016; August 10, 2016; September 14, 2016; October 12, 2016).
 - ✓ 17.2 further improves the project design in all of these areas.
 - ✓ SPMP addressed compatibility.
 - ✓ Building orientation was not specified in the SPMP.
 - ✓ Building massing was not specified beyond height zones, UE density, and open space requirement.
 - ✓ Excavation is inherent and was contemplated in the SPMP.

September 14, 2016

- Regarding building mass and bulk: Applicant requested to look at designing a building 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. Asked if there a solution that lessens bulk, mass and other major issues.
 - ✓ These statements appear to reflect a misunderstanding of the applicable legal requirements.
 - ✓ The current design honors the land by concentrating all of the density into a very small footprint, leaving the rest as open space. That was the findings and conclusions of the SPMP—even with all of the excavation necessary, it is still far less than what would have happened without the SPMP.
 - ✓ To the extent practicable, the current design attempts to “step with mountain,” with the tallest buildings pushed back against the hillside while locating the stepping on the upper portions of the buildings where it is most visible (as opposed to under the buildings where you cannot see it).
 - ✓ The Woodruff design is not feasible and was never intended to represent the final design. The current design is a feasible plan implementing the basic concepts of the Woodruff analysis scheme while taking into account the realities of fire access and skiing through the project.
 - ✓ Stepping of the building bases up the hillside as shown in the Woodruff scheme does not mitigate building mass and bulk. In fact, it does the opposite and requires that building mass and bulk be pushed forward and upward due to the height zone limits with the result of the tallest portions of building

- being located closest to adjacent neighborhoods.
 - ✓ The belief that stepping the lower portions of the buildings reduces apparent bulk and mass as visualized offsite is errant.
 - ✓ 17.2 brings stepping at the “top” of the buildings, where it makes a difference if you are viewing the project from offsite.
 - ✓ “Layering,” i.e., significant gaps between steps up the hillside mitigates building mass.
- Regarding the architect’s perspective: What specifically were the methods used to mitigate scale and mass (other than mass excavating to lower structures height about existing grade).
 - ✓ See the previous bullet point responses.
 - ✓ The project mitigates scale and mass concerns by breaking the density into multiple separate buildings, which provide for a varied visual appearance and sight lines through the project.
 - ✓ The project further mitigates scale and mass concerns by moving density back from the front edge of the site and pushing taller buildings as back against the hillside.
 - ✓ The project mitigates scale and mass concerns by tucking the bulk of the density into Creole Gulch, as contemplated in the SPMP.
 - ✓ The project likewise mitigates scale and mass concerns by utilizing space efficiently and by minimizing back-of-house and circulation space. As the City’s own analysis demonstrates, the current design is more efficient than any other comparable mixed use resort hotel/condo project approved by the City. 17.2 further improves the project’s design with respect to efficiency.
- Anything above the SPMP density will require an SPMP amendment (address amount of Support Commercial and Accessory Space)
 - ✓ MPE has extensively and thoroughly debunked the idea that any part of the application requires an amendment to the SPMP (*see, e.g.*, MPE Position Papers dated September 9, 2016; October 7, 2016).
 - ✓ The application does not seek any UEs beyond that allowed in the SPMP.
 - ✓ Nothing about what the Applicant has proposed requires an amendment to SPMP.
 - ✓ Staff misrepresented the amount of allowed support commercial in the 1985 Code.

October 12, 2016

- If the applicant believes they are entitled to more than the 19UEs of commercial space they need to better explain why.
 - ✓ Applicant is entitled to the 19 UEs of allotted commercial space and additional support commercial under the 2003 LMC.
 - ✓ Applicant has addressed this issue in multiple submissions without a direct response from Staff to numerous points raised in those submissions (*see, e.g.*, MPE Position Papers dated July 6, 2016; August 5, 2016; September 9, 2016; October 7, 2016; MPE Presentations dated July 13, 2016; August 10, 2016; September 14, 2016; October 12, 2016).
- Design is not inviting to the pedestrian: Commission commented that the

over-excavation causes a dramatically different pedestrian experience versus originally approved in the SPMP and as consistent with the rest of the zone re: the character and scale.

- ✓ The claims about the design not being inviting to the pedestrian is absurd considering the effort that has been made to make the project pedestrian and skier friendly.
 - ✓ The Woodruff drawings illustrate no pedestrian improvements or even allows space for such.
 - ✓ The City has made a deliberate decision to make the Lowell Avenue approach area unfriendly to pedestrians, explaining in detail why it decided against installing sidewalks on Lowell Avenue near the project in the Staff's report dated September 13, 2017. The City has made a decision to use pedestrians to create "friction" to slow traffic in the area.
 - ✓ The concerns about "pedestrian experience" are amorphous and subjective. By objective measures, the current plans are far superior to any prior for pedestrians due to the improved skier and hiker access to surrounding areas and attractions. The excavation is necessary to make these long-term pedestrian improvements.
 - ✓ The claim that cliffscapes/retaining systems lessen the "pedestrian experience" is not supported by objective evidence. Because the density in the current plans is broken up into separate buildings rather than amassed in one large building makes the pedestrian experience far superior. Smaller, separated buildings are more inviting for pedestrians than one large monolithic structure. Pedestrians can walk between and around the buildings in the current version whereas pedestrians would be forced to enter and traverse through larger, single, unbroken structures. Does the City believe that by constructing retaining walls around its offices at the Marsac Building to accommodate parking and a transit center that it has created a pedestrian unfriendly experience?
 - ✓ Ironically, the current plans are far more pedestrian friendly for reasons Staff has also criticized. According to a report titled "Creating Walkable Communities" hosted on the website of the Federal Highway Safety Administration,⁵ pedestrian friendly designs include "open spaces such as plazas, courtyards, and squares." Yet the Applicant has been criticized for incorporating these elements into its design.
 - ✓ Likewise, well understood pedestrian design principles "encourage a mix of land uses," including locating residential and commercial "in close proximity to each other." This is exactly what the proposed plans provide, yet the Applicant has been criticized for doing so.
 - ✓ The Woodruff drawings made no provisions for pedestrians whatsoever and failed to provide for adequate pedestrian emergency egress (if the City's interpretation of those drawings is to be credited).
- Commission commented regarding being sensitive to the hillside to step it up the slope rather than benching it out and building up on the platform. Questioned whether the massive excavations that go beyond the limits of

⁵ https://safety.fhwa.dot.gov/ped_bike/docs/marc.pdf.

disturbance are consistent with SPMP and code.

- ✓ Applicant has addressed this issue without a direct response from Staff to Applicant's positions (*see, e.g.*, MPE Position Paper dated January 6, 2017).
- ✓ Staff has presented confusing and contradictory information on the limits of disturbance issue. On one hand, Staff has taken the position that the "limits of disturbance" are defined by the "building area boundary" on Sheet 22 of the Woodruff drawings. But Staff has simultaneously acknowledged, including at the CUP hearing on October 25, 2017, that the SPMP specifically and expressly provides that the definition of the project's limits of disturbance will be "deferred until conditional use review." (SPMP Staff Report, p. 14.) Obviously, nothing on Sheet 22 was intended to define the limits of disturbance since the SPMP made clear that issue would be addressed in the future.
- ✓ Staff's apparent current position—that nothing can be temporarily disturbed in the area zoned Recreation Open Space—contradicts the way the City has treated that land itself. The City disturbed acres of land in the ROS zone when it constructed a water line through the property recently. Clearly, the City's current position cannot be correct or the City itself violated it. The contradictory and discriminatory treatment highlights the infirmity of the City's current position.
- ✓ The Applicant has provided additional information on the agreements it has with Vail and its rights under its deed to the City to place excavated material as proposed. Notably, when the City accepted the Applicant's land with express notice that the Applicant would place excavated material on a portion of the property, the City never objected or raised any concerns. The fact the Applicant expressly notified the City of that intent decades ago and the City accepted the dedication with that restriction without complaint demonstrates the parties' intent with respect to how the limits of disturbance would eventually be defined in the CUP process.
- ✓ The City approved the construction of five single family homes on the hillside portion of the SPMP using the open space within the platted lots and the adjacent ROS for driveways, retaining walls, utilities, regrading, and placement of excess excavation material which directly contradicts the staff's position regarding limits of disturbance as it pertains to the CUP application.
- ✓ To the extent feasible, the Applicant has attempted to design the project to have an appearance of stepping up the hillside by, among other things, placing taller buildings closer to the hillside.
- ✓ The more important consideration of building stepping from a height, massing, and bulk standpoint is not the stepping of the bottom of the buildings but the tops. The Applicant developed a series of "stepped" terraces for the proposed buildings to sit on. This is in consideration of creating phased, constructible, accessible, defensible, efficient buildings, which sit on underground parking structures and are in turn feasible and economic given the site and SPMP constraints. Stepping the buildings up the hill as shown in the Woodruff preliminary concept drawings will result in substantially equal (if not greater) site disturbance and will require significant disturbance well beyond the building area boundaries as well.

- ✓ For the various reasons previously explained, version 17.2 further improves on these areas.
- Commission commented that buildings at curve at Lowell and Empire Avenue to look nothing like the neighborhood and are not compatible.
 - ✓ Applicant has addressed this issue in several submissions without a response from Staff to Applicant’s positions (*see, e.g.*, MPE Position Papers dated August 5, 2016; September 9, 2016).
 - ✓ The basic compatibility of the project was already determined at the SPMP stage. (SPMP Revised Staff Report, p. 10, December 18, 1985 (The “proposed clustering approach was deemed the most compatible” of the alternative approaches presented for consideration.); *id.* at 2 (“[t]he uses proposed and general design of the project is or will be compatible with the character of development in the surrounding area.”).) The current design of the buildings near the curve is fundamentally the same as what was determined to be compatible in 1985. Staff has provided no response to this point.
 - ✓ There is no requirement for any building to “look like” the current neighborhood.
 - ✓ As Jody Burnett has instructed the Commission already, the determination of compatibility (among others), “must be understood and approached in the context of the findings adopted as part of the original approval of the Sweeney SPMP, . . . which specifically determined that the proposed cluster development concept and associated projects are consistent with the Park City Master Plan, the underlying zoning, is or will be compatible with the character development in the surrounding area.” (Jody Burnett Memorandum, April 22, 2009, p. 3.)
 - ✓ Likewise, the City’s attorney, Mark Harrington, has provided the same guidance to the Commission, noting that the determination of “Compatib[ility] with surrounding Structures in use, scale, mass and circulation . . . must be in the context of the density that is already approved **as specified in the SPMP versus particular CUP criteria.**” (Harrington April 9, 2004 Letter, p.2 (emphasis added).)
- Commission concerned with the time of completion and asked about how much blasting; noisy and disruptive construction activity; amount of construction truck traffic; number of construction employees; adequately protecting adjacent houses; storm-water run-off during construction; adequate water supply and all anticipated utility services; utility service installation impacts.
 - ✓ “Noisy and disruptive construction” is subjective—all construction activities could be so described.
 - ✓ Mitigation of all of these issues was comprehensively addressed in the Constructability Assessment Report submitted on June 26, 2017.
 - ✓ The Applicant expects to submit additional materials from Big D and others that will address these issues further.
 - ✓ Again, for the reasons previously explained, version 17.2 improves upon the prior version in many of these areas.
- Commission asked if sheet A16 was the full and final extent of excavation mitigation plans. Reiterated the same comments as to sheet

A18, project mitigators. Proposed mitigation needs to be brought up forward at this time. Wanted to know which of those project mitigators apply to direction to Criteria 8.

- ✓ As the Commission is aware, the Applicant has proposed numerous additional mitigation aspects beyond what are stated in sheets A16 and A18. The Applicant is working to compile all of the proposed mitigation commitments into a single submission.
- Commission requested updated infrastructure calculations - information appears out-of-date (Utility master plan requirement in SPMP).
 - ✓ These issues were comprehensively addressed in the Constructability Assessment Report submitted on June 26, 2017.
 - ✓ Although certain members of the Commission have requested additional detail about potential upgrading of utility lines upstream of the project, it is not feasible to provide the level of detail requested. Whether any given utility service will need to upgrade its service capacity is a function of demand for such services well beyond what the proposed project will contribute. The general background growth of the area will ultimately dictate when and if utility lines will have to be upgraded. Since utility upgrades may be necessary with or without the project, at most, the project will affect the timing of an upgrade (and even that is unlikely). However, given that the decision rests on numerous stochastic factors, the requested information is simply impossible to provide at this time.
 - ✓ This level detail is not required at the CUP stage—no other comparable project has been required to provide this level of detail in order to obtain a conditional use permit. Requiring the Applicant to provide such information as a condition of obtaining a conditional use permit would be discriminatory and violate the Applicant’s due process rights.
 - ✓ To the extent there was (or now exists) good reason for utility upgrades in the streets that access the project in order to provide for future potential needs (of not only the Applicant but others) and such upgrades were feasible, has the City Engineer not taken the initiative in doing so in advance of the recent roadway and utility rebuilds of both Lowell and Empire Avenues? Is the City Engineer not the person in the best position to do this particularly regarding interacting and influencing utility providers? Is it not the City Engineers responsibility as opposed to a private land owner? Why would the Applicant be presumed to manage public right-of-way, particularly, in retrospect. This is further perplexing when the least expensive proposition of reconstructing roads and associated in-ground infrastructure is to increase pipe size.
- Commission requested applicant to let the Planning Commission know and be clear for the record whether they plan to respond or not to their requests.
 - ✓ The Applicant has spent approximately 15 years anticipating (while working with the staff) and responding to the requests of the Planning Commission.
 - ✓ The Applicant has continually endeavored to respond to all of the Commission’s reasonable requests for information. Frankly, it is not often clear whether a Commissioner has formally requested information from the Applicant or simply remarked that certain information would be interesting.

Additionally, it is not often clear whether a Commissioner has formally requested information from the Applicant or has directed that request to Staff.

- ✓ The Applicant remains committed to responding to all reasonable and timely requests for information and requests that the Commission and Staff identify any requests they believe are outstanding.

November 9, 2016

- Commission requested images of cliffscapes in finished form.
 - ✓ The Applicant has provided an extraordinary amount of information and numerous images about the cliffscapes costing hundreds of thousands of dollars.
 - ✓ To expect more information than this is unreasonable and, as a practical matter, not feasible prior to final design and, even then, will have to be subject to actual encountered soils conditions and implementing agreed upon treatment options depending on the infield circumstances.
 - ✓ The Applicant has provided information about various treatment options for the cliffscapes, as well as the potential addition of aesthetic effects (like waterfalls, vegetation, etc.). In 2005, Staff described the Applicant's submission on these issues as "fairly extensive plans." However, neither Staff nor the Commission have provided any meaningful feedback or guidance about these design proposals for the cliffscapes.
 - ✓ This is not a requirement at the CUP stage—no other comparable project has been required to provide this level of detail to obtain a conditional use permit. This differential treatment raises serious concerns for the reasons explained previously.
- Commission asked if there a Vail representative that can agree to the soil acceptance; maybe attend one of the public hearings?
 - ✓ All the excavation material (assuming 17.2 is the approved plan) will be placed on the projects property.
 - ✓ The Applicant addressed this issue above.
- Commission commented nothing in plans that mitigate noise (construction), dust and other impacts. (Is the applicant planning to submit additional information with specificity to address concerns?)
 - ✓ All of these issues were comprehensively addressed in the Constructability Assessment Report submitted on June 26, 2017.
 - ✓ The Applicant expects to submit additional materials from Big-D and others that will address these issues further.
 - ✓ Again, for the reasons previously explained, version 17.2 improves upon the prior version in many of these areas.

December 14, 2016

- Commission concerned about site impacts related to slope retention and appropriateness of structures to the topography.
 - ✓ Applicant has addressed this issue in without a response from Staff to

- Applicant's positions (*see, e.g.*, MPE Position Papers dated October 7, 2016).
- ✓ The SPMP and the attachments incorporated into the SPMP Staff Report contemplated that a significant amount of excavation would be necessary in order to cluster the density at the site selected by the City during the SPMP process. For example:
 - building heights were established relative to “mean sea level” because everyone understood the existing grading would be substantially altered (SPMP Staff Report p.4);
 - the SPMP makes explicit reference to anticipated “cut and fill” necessary to construct the buildings (SPMP Staff Report p.6);
 - the SPMP makes explicit reference to “site disturbance” and noted that all of the alternative development plans would have resulted in far more excavation (SPMP Staff Report p.14);
 - the proposed development plan, because it is part of the broader strategy outlined in the SPMP Staff Report, honors the Hillside Properties far better than any of the other proposed alternatives.
 - ✓ To the extent the Commission is concerned about the engineering aspects of building on the slope, those issues have been addressed in the Constructability Assessment Report submitted on June 26, 2017, the presentation of Big-D, and the presentation by Applied Geotechnical Engineering. The geotechnical work has confirmed that the underlying bedrock is ideal for constructing a project of this type and that slope stability is not an issue. In other words, objective, scientific evidence has been presented on this topic to the Commission, and that evidence demonstrates that slope stability is not a problem.
 - ✓ The Applicant expects to submit additional materials from AGECE addressing some of these issues.
 - ✓ Again, for the reasons previously explained, version 17.2 improves upon the prior version in many of these areas.

January 11, 2017

- Commission asked how is storm run-off addressed?
 - ✓ This issue was comprehensively addressed in the Constructability Assessment Report submitted on June 26, 2017.
 - ✓ Ultimately, this issue will be addressed at the final design stages of the project. It is premature to expect that all of the final design issues will be resolved at the CUP stage.
 - ✓ This is not a requirement at the CUP stage—no other comparable project has been required to provide this level of detail to obtain a conditional use permit.
 - ✓ Storm run-off during construction is addressed through the Storm Water Pollution Prevention Plan (SWPPP) that is a requirement at the State level and is also noted as a requirement for building permit. Post- construction storm run-off is addressed in the Constructability Assessment Report.
- Commission asked how is the applicant discouraging people from using Empire and Crescent Tram?

- ✓ This and broader transportation issues have been comprehensively addressed in the numerous submissions by the Applicant’s traffic engineering professional, including in the most recent submission on July 26, 2017 (*see also* MPE Position Paper dated September 8, 2017).
 - ✓ The project, as well as the rest of SPMP and associated amenities, provide project residents and guests, and, in addition, residents and guests of much of the Historic District many options other than to use motorized vehicles on City streets.
 - ✓ The Applicant’s traffic engineer has identified areas where signage could be placed to control the flow of vehicles to the project.
 - ✓ The project will eventually use numerous methods to communicate the preferred route of travel to and from the project, including through websites, social media, and written literature/brochures.
 - ✓ Ultimately, the control of traffic flow on the streets is an issue the City must address. If there are concerns about these issues, the City can certainly take action to address them.
- Commission inquired about off-site pedestrian staircases: Where do we need staircases and where we don’t? Update requested. (Address off-site pedestrian connectivity).
 - ✓ The Applicant has offered to complete the 6th and 8th Street stairs.
 - ✓ The Applicant has also offered to clear snow on the Crescent walkway other than where the ski trail crosses it. Because of right-of-way constraints, conflicting easements of record, in-the-ground utilities, and inherent grades (both for skiers and pedestrians), it is not feasible for the Applicant to construct a tunnel under the ski run.
- Commission on snow removal and storage: If the City is going to own snow removal and snow storage would like to understand a better plan than “make it a priority”. (*Note: The May 15, 1985 Sweeney Properties Master Plan Fact Sheet and Unit Breakdown specifies: “No additional City Streets to maintain”, and “[n]o additional City snow removal responsibilities”.*)
 - ✓ First, the City should be doing all necessary snow removal outside of the project boundaries as conditions currently stand.
 - ✓ Secondly, the Commission directed this question to the City, not the Applicant.
 - ✓ The parenthetical is a misrepresentation of the Fact Sheet. One of the main advantages to a clustered development approach was avoiding the construction of new City streets across Treasure Hill. The statements in the Fact Sheet simply point out that a clustered development approach would not add any new snow removal obligations for the City because no new streets would be constructed. The Applicant never suggested it would be responsible for snow removal on existing City streets other than directly adjacent to the project as required by City ordinance.
 - ✓ Version 17.2 provides for snow melt on the project and a 10-foot area for snow storage at the project frontage within the Lowell/Empire right of way, from which piled snow will be removed by the Applicant as necessary.
- Commission questioned limiting access to support commercial: Is there a

way to have patrons be limited to use a room card for commercial transaction for control?

- ✓ There is no basis in the SPMP, the applicable City code, or the CUP factors to impose any type of limitation on access to the commercial spaces in the project.
- ✓ Any such restrictions would be a substantial economic burden on the project and the commercial uses.
- ✓ Any condition limiting access to the commercial uses in this way would be unreasonable and out of proportion to any expected benefit. For example, this limitation would prevent patrons of the ski resort from buying a cup of coffee, having lunch at the project, or purchasing a pair of sunglasses from the apparel shop.
- ✓ The City has never imposed this type of restriction on any other development, and it would be manifestly unjust to impose it here.
- ✓ Such a restriction is patently unreasonable.
- Commission on snow melting stations on site: Is it a possibility?
 - ✓ Version 17.2 provides for snow melt on the project and a 10-foot area within the right of way for snow storage, from which piled snow will be removed by the applicant as necessary.
 - ✓ Such a system has never been implemented by the City nor required of other property owners to serve public right-of-ways.
- Can the use of Crescent Tram be prohibited for guests, employees, and operations of the Treasure Hill proposed development?
 - ✓ It would be discriminatory and illegal to treat those associated with the project differently from other members of the public regarding the use of City streets. However, it is within the City's authority to generally restrict the flow of traffic on the streets in a nondiscriminatory manner.
 - ✓ The project will prohibit deliveries, employees, employee shuttles, and courtesy vans from using Crescent Tram.

March 8, 2017

- Commission requested an updated emergency traffic and fire protection analysis to current codes.
 - ✓ On more than one occasion, staff indicated that responsible officials from the Fire District would make a presentation to the Commission about these issues and staff would make the arrangements. The Applicant expects the City to follow through with its commitment. More recently, in a meeting on October 23, 2017, Staff indicated it does not think it is now necessary. If staff has changed its mind and would like the Applicant to ask the Fire District to speak at a Planning Commission hearing regarding this issue, the Applicant will make such a request. Obviously, it will be up to the Fire District if they will oblige.
 - ✓ The Fire Department has issued a letter to the Applicant stating that design is feasible from a fire protection standpoint.
- Commission on parking: Need to understand off-site (neighborhood

impacts) parking in conjunction with on-site parking. Needs to be part of the parking analysis: Is the parking updated also an addendum or is it part of the transportation update? Parking is important to be reviewed concurrently with the traffic update.

- ✓ The Applicant has agreed as mitigation beyond that required by the SPMP to forfeit the right of its residents, guests, and employees to park on nearby City streets. The operator of the development will use best efforts to promote and enforce this restriction. The City by not issuing necessary permits and enforcing existing ordinances can effectively further enforce this restriction.
- ✓ The Applicant has provided its proposed number of parking spaces and demonstrated that the number of spaces requested is consistent with the SPMP and the applicable City code. Staff has not contradicted that position or provided any material feedback about parking issues.
- ✓ The Applicant has demonstrated that the proposed parking is appropriate and reasonable under well-established industry standards (*see* Triton Engineering Report dated July 26, 2017; MPE Position Paper dated September 8, 2017).
- ✓ The Commission has provided conflicting guidance on this issue, with some Commissioners suggesting the proposed parking is insufficient while others have suggested the opposite.
- ✓ The proposed parking is similar that of other comparable projects.
- ✓ The ultimate developer will be required to propose a parking management plan as a condition to the building permit, which can be reviewed with the City on a periodic basis.
- Planning Commission requested a briefing on the past Planning Commission discussion to lower parking requirement from 424 to 366.
 - ✓ This request appears to have been directed to City Staff, not the Applicant.
 - ✓ The ultimate developer will be required to propose a parking management plan as a condition to the building permit, which can be reviewed with the City on a periodic basis.
- Commission concerned with Finding of Fact #5 from master plan (5. *The required parking can readily be provided on-site and in enclosed structures.*), and how the applicant has not demonstrated it. Concerned that applicant has not shown how they would manage parking on-site.
 - ✓ The Applicant has demonstrated that the proposed parking spaces are a reasonable expectation of parking demands based on well-established industry standards (*see* Triton Engineering Report dated July 26, 2017; MPE Position Paper dated September 8, 2017). This analysis has not been challenged.
 - ✓ The ultimate developer will be required to propose a parking management plan as a condition to the building permit, which can be reviewed with the City on a periodic basis.
 - ✓ The plan details are many and speak for themselves regarding driveways, associated lobbies, loading, etc..
 - ✓ It is not feasible to provide more specifics at this time.
- Commission does not know specific uses of the commercial space on the site. Can't determine if it would draw additional traffic, adequacy of mitigation measures, proper evaluation.
 - ✓ The Applicant also does not know the specific uses of the commercial space at

this time. Although the Applicant can provide reasonable examples representing the general types of establishments that would make sense for the project, ultimately it will depend on a host of currently unknowable factors and, regardless, it will change from time to time subject to general restrictions in place. These educated assumptions are adequate for analysis under generally accepted engineering standards.

- ✓ Committing to specific commercial uses is not required at the CUP stage. No other CUP applicant has been required to provide this information in order to obtain a conditional use permit.
- ✓ The Applicant's traffic engineering professional made several worst-case assumptions about traffic that could be associated with the commercial uses and determined that there was still more than adequate capacity to handle any such traffic (*see* Triton Engineering Report dated July 26, 2017; MPE Position Paper dated September 8, 2017).
- Commission on parking management plan concerns because the applicant has not demonstrated how they will manage on-site parking (need for a parking management plan) due to the draw of additional traffic of guests that are not over-night guests due to:
 1. Support commercial. Space approved at 19 UEs (19,000 sf.) not 52,000 sf.
 2. Meeting space: 16,000 sf. of proposed space.
 3. Miniature ski base: The potential of day skiers accessing the runs from the new development to avoid crowds at PCMR ski base.
 - ✓ The Applicant disagrees with the statement regarding support commercial for the reasons expressed previously, as identified above.
 - ✓ The Applicant's professional traffic engineer has established that the proposed parking is more than sufficient for the support commercial and meeting space in the hotel. Indeed, based on well-established industry standards, which are based on comprehensive studies, the parking needs of hotels with these types of amenities is well understood. The proposed parking conforms with these industry standards (*see* Triton Engineering Report dated July 26, 2017; MPE Position Paper dated September 8, 2017).
 - ✓ As the Applicant has repeatedly stated, day skiers will not be allowed to park at the project whatsoever.
 - ✓ The ultimate developer will be required to propose a parking management plan as a condition to the building permit, which can be reviewed with the City on a periodic basis.
- Commission concerned with three (3) outlined items and how they related to employee parking in Old Town and taking the cabriolet up without specific management plans/ideas from applicant (how to control employees). Because of location in Old Town, this needs to be thoroughly addressed.
 - ✓ The above bullet point assumes an unreasonable ability to predict the future and control employees beyond what is feasible and legal.
 - ✓ The Applicant subsequently addressed these issues in its updated submission on parking and traffic (*see* Triton Engineering Report, July 26, 2017). The Applicant has proposed specific mitigation measures relating to employee traffic and parking based upon specific conditions (i.e., ski season, local

- events).
- ✓ The ultimate developer will be required to propose a parking management plan as a condition to the building permit, which can be reviewed with the City on a periodic basis.

April 12, 2017

- Commission requested:
 - More info on landscaping plans to buffer impacts to neighbors
 - ✓ The Applicant has provided extensive detail and presented numerous times regarding its landscaping plans, including landscaping to separate the project from the neighborhood. It is not clear to the Applicant what additional information has been requested or what information is believed to be missing from what has already been submitted or what possible information relevant to a CUP approval information could be missing.
 - ✓ Comparable projects were not required to provide this for CUP approval. Instead, this level of detail is not usually required until final building permit approval. No explanation has been provided for treating this application any differently than others of a comparable nature.
 - More detail about the cliffscapes
 - ✓ This issue is addressed above. See notes associated with November 9, 2016, issues.
 - More information about the administrative (landscaping) guidelines that will be enforced against during a later approval process
 - ✓ This request seems to be directed to Staff, not the Applicant.
- Commission inquired about noise mitigation of snowmaking.
 - ✓ As the Applicant has previously explained, the project will generally comply in all aspects with the City's noise ordinance. Because the City's noise ordinance defines what constitutes a detrimental effect, there will be no cognizable detrimental effects, the Applicant has nothing to mitigate.
 - ✓ Snowmaking is already approved and has been operating in the area for a number of years without serious problems.
- Commission inquired about compliance with dark-sky standards for all lighting including glare through windows. A photometric plan would be helpful to assess impact on adjacent properties.
 - ✓ It is premature to discuss a possible photometric plan as this requires final design, which is not a requirement of the CUP process.
 - ✓ The Applicant has repeatedly agreed that the project would comply with all applicable City ordinances and with guidelines from the International Dark Sky Association regarding outdoor lighting.
 - ✓ Because the City's ordinances establish what constitutes a detrimental effect, and because the project will comply with all applicable ordinances, there are thus no detrimental effects to further mitigate.

June 14, 2017

- Commission asked about mitigating how people come in to use the

commercial. Suggest again, using a room key for all transactions.

- ✓ This issue is addressed above. See notes associated with January 11, 2017, issues.
- Commission on cabriolet: parking problems? Take away from business? Create congestions? Location of construction workers drop off and impacts? Traffic route displacement? How is the construction work going to function? Closed gondola would be better than the open cabriolet as it could detract people in a winter storm. More cabriolet details needed.
 - ✓ Various Commissioners precise concerns about the cabriolet were not well articulated during the June 14, 2017, hearing. It is not at all clear why Commissioners would speculate that the cabriolet would result in parking problems given that the cabriolet is designed to alleviate such problems.
 - ✓ With respect to construction issues, the Big D presentation suggested that the cabriolet is not expected or anticipated to play a significant role in moving construction employees to the site.
 - ✓ Many of the requested details are simply premature. For example, the eventual developer will have to work out operational issues in consultation with the City and other stakeholders. The details of its operation will likely depend on how the cabriolet is ultimately used by the public, guests of the project, day skiers, and others associated with the project. The Applicant has already proposed that the cabriolet be enclosed (which technically makes it a standup gondola). This will effectively mitigate noise coming from the gondolas as well as make them more user friendly during inclement weather.
 - ✓ Although many details must be worked out in the future, it is important to understand that the City's traffic engineer generally agrees that the cabriolet will significantly mitigate trips to and from the project. Thus, it is unnecessary to know the details of its operation to understand that it will help mitigate traffic issues.

July 12, 2017

- Commission on excavation expansion rate. Need to know why disagree with staff's estimated exaction expansion percentage. Need to know if Vail is ok with using their land to displace dirt and how much (specifically) they approve. Questions Creole-Gulch area as the primary dumping ground, conservation agreement, tree cut down, topsoil scraped off, etc.
 - ✓ AGEC's initial analysis demonstrates that the expansion rate will be approximately 20-25%. The Applicant expects to provide AGEC's final analysis in the near future. It is important to understand that AGEC's expansion analysis is based on significant testing and sampling at the site and bona fide expertise, not based on what some generic website claims to be the expansion factor.
 - ✓ With respect to the other issues, the Applicant will provide further information about its agreements with Vail and its right to place excavated material on the property it gifted to the City.

- Commission requested specificity needed for the entire project, not general info such as the Questar Gas letter example, e.g., how big will the pipes be, how far down Lowell, how far out 224 will it have to go before it taps into a source of gas that's big enough to supply all of that. How many roads will we need to tear up, etc. Need to have geo-technical assurances regarding the project not sliding down.
 - ✓ With respect to the questions about utilities, these issues are addressed above. See notes associated with October 12, 2016, issues.
 - ✓ AGEC addressed the unfounded concern about the project "sliding down." As AGEC representatives explained, the underlying geotechnical conditions are highly conducive to the proposed design and construction plan. AGEC's conclusion is based upon extensive sampling and testing conducted in the area. Notably, nobody has contested AGEC's findings.

August 9, 2017

- Applicant to answer construction employee estimate: How many people are showing up on that work site?
 - ✓ Big-D explained that there could be up to 600 construction employees on-site at a given time, though that would represent a peak number.
 - ✓ During periods that are less conducive to construction, such as during the winter months, Big-D explained that a much smaller workforce would likely be used.
- Applicant to address traffic discussion that took place in the past, regarding traffic flow, roads to be widened, sidewalks, street parking, snow storage, etc.
 - ✓ Mr. Horton addressed these issues exhaustively in both his written submission, as well as during his presentation to the Commission. In particular, Mr. Horton explained the historical discussions with the City regarding a variety of different options and alternatives, his understanding of why City officials made certain decisions, and his own views and opinions on those issues as a long time professional traffic engineer. Based on the written submissions and presentations to the Commission, the Applicant believes that it has adequately addressed these issues. However, if there are particular issues that require additional discussion, the Applicant would be willing to address them.
- Applicant to verify all calculations on final traffic study.
 - ✓ As Mr. Horton explained during his presentation, the calculations in his written submission have all been verified.
- Applicant to verify parking demand (from the Triton study). The 200-unit hotel with commercial and meeting space takes less parking than 100 condos, and considerably less than half as much commercial space.
 - ✓ The Applicant has confirmed the park spaces required for the project.
 - ✓ The Applicant has demonstrated that the proposed parking is appropriate and reasonable under well-established industry standards (*see* Triton Engineering Report dated July 26, 2017; MPE Position Paper dated September 8, 2017).

- ✓ The Applicant has also demonstrated that the proposed parking is consistent with the SPMP and applicable City codes. Notably, nobody has suggested otherwise.
- After seeing the revised plan. Commission will look for specific numbers in terms of the amount of dirt that's reduced, the amount of truck trips applicant thinks that it reduces, and what other impacts applicant thinks that mitigates and by how much.
 - ✓ The Applicant presented on these topics during recent CUP hearings. The Applicant believes that it has addressed these issues during those presentations, but again, if there are particular issues that require additional discussion, the Applicant would be willing to address them.
 - ✓ The Applicant explained in the MPE Presentation on September 13, 2017 Presentation, dedicated to the effect of the 17.2 refinements, that version 17.2
 - results in a significant reduction in excavation, which reduces the effects of such activity;
 - substantially reduces the cliffscape area and heights;
 - reduces the total floor area of the project;
 - reduces support commercial area;
 - eliminates two buildings closest to the cliffscape area; and
 - improves numerous other aspects of the proposal.

When Recorded, Mail To:

Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

00452292 Bk00958 Pg00192-00222
4.12.96
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1996 APR 15 16:55 PM FEE \$73.00 BY DMS
REQUEST: COALITION TITLE

**SPECIAL WARRANTY DEED
WITH POSSIBILITY OF REVERTER**

I.

EDMUND J. BEAULIEU and CLYDE CARLIG, individuals, and SWEENEY LAND COMPANY ("SLC"), a Utah general partnership (collectively "Grantors"), hereby convey and warrant against all claiming by, through or under them to PARK CITY MUNICIPAL CORPORATION, Grantee ("City"), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, that certain tract of land located in Summit County, State of Utah, as described on Exhibit "A" hereto and shown as Lot 5 on page one of the Treasure Hill Subdivision Plat recorded simultaneously herewith (the "Open Space Parcel"). Notwithstanding the warranty above referenced, this Special Warranty Deed is granted and delivered to the City subject to the following:

(a) All liens, encumbrances easements and matters of record or enforceable in law or equity, including but not limited to those certain matters identified as follows:

(1) Easement recorded August 20, 1987 with the Summit County Recorder as Entry No. 275504, Book 441, pages 599-608;

1209

(2) Easement recorded August 20, 1987 with the Summit County Recorder as Entry No. 275506, Book 441, pages 614-627. The easements referenced in clause (1) immediately above and in this clause (2) are herein referred to as the "GPCC Easements";

(3) Easement recorded December 8, 1994 with the Summit County Recorder as Entry No. 420794, Book 855, pages 771-785 (the easement referenced in this clause (3) is hereinafter referred to as the "Newell Easement").

(b) Those easements and rights-of-way shown on the Treasure Hill Subdivision Plat Phase I ("Treasure Hill Plat") attached as Exhibit "B" hereto;

(c) Unpatented mining claims and reservations or exceptions in patents or in laws authorizing the issuance thereof;

(d) Indian treaty or aboriginal rights, including but not limited to easements or equitable servitudes;

(e) Taxes or assessments which are not now payable or which are not now shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records;

(f) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records;

(g) Discrepancies, conflicts in boundary lines, shortages in area, encroachments or any other facts which a correct survey of the Open Space Parcel would disclose, and which are not shown by the public records;

(h) Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the Open Space Parcel which may be asserted by persons in possession, or claiming to be in possession, thereof;

(i) The rights of Grantors and others under the GPCC Easements or the Town Lift Agreement (as defined below) to and in connection with the maintenance and operation of the Lift (as defined in the Town Lift Agreement) and related equipment and facilities.

II.

1. With respect to the entirety of the Open Space Parcel, the City agrees that SLC, its successors and assigns shall have the exclusive right, subject to any existing rights of Greater Park City Corporation ("GPCC") under the GPCC Easements or under that certain agreement ("Town Lift Agreement") dated the 30th day of November, 1981, as subsequently amended, among GPCC, SLC, Tramway Properties and Park City Depot Corporation (a copy of which is attached as Exhibit "C") to construct, maintain and operate the Open Space Parcel in such a manner as to comply with the Town Lift Agreement and otherwise in such manner as SLC, its successors and assigns shall determine, so long as the same does not conflict with the subject property being utilized and preserved as open space. The foregoing shall include the right of SLC, its successors and assigns to construct, maintain and operate ski runs and trails and relocate footpaths and non-motorized bike trails over the Open Space Parcel, and to permit GPCC and its successors and assigns, to construct, maintain and operate ski runs and trails and relocate footpaths and non-motorized bike trails over the Open Space Parcel.

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2. The City acknowledges and agrees that SLC and permitted third parties shall have the right to engage in snowmaking activities on the Open Space Parcel.

3. Subject to any existing rights of GPCC, its successors and assigns, under the GPCC Easements and the Town Lift Agreement, the City covenants and agrees to perpetually maintain those non-motorized bike and pedestrian trails (collectively "Bike and Pedestrian Trails") shown on page 3 of the Treasure Hill Plat as the "Non-Motorized Bike and Pedestrian Trails Right-of-Way" [a portion of which Non-Motorized Bike and Pedestrian Trails is not located on the Open Space Parcel, but which are being dedicated to the City under a Right-of-Way Dedication Agreement ("Dedication Agreement") to be executed by the parties and recorded simultaneously herewith]. In connection therewith, the City covenants and agrees that it shall perpetually provide erosion protection and control, clear loose rocks and debris and trim vegetation and perform the other tasks as needed in the City's determination (except to the extent as GPCC is otherwise entitled to direct under the GPCC Easements or the Town Lift Agreement) to provide for and safely maintain clear Bike and Pedestrian Trails, on natural soils, approximately three feet in width. Notwithstanding anything to the contrary herein, the City agrees that the portions or all of the Bike and Pedestrian Trails may be used as or traversed by the ski runs and trails referenced in the last sentence of Section II.1. above.

4. The City covenants and agrees that provided they are not creating a public nuisance, dogs shall be allowed on the Bike and Pedestrian Trails.

5. The City agrees to provide sufficient police control in the Open Space Parcel to prevent unsafe activities or activities unreasonably disturbing to the surrounding owners.

6. Except as provided in Section 9 below, the City covenants and agrees that at no time shall the Open Space Parcel be opened to motorized vehicles of any sort other than as may be necessary for (i) SLC, its successors and assigns to construct, maintain, relocate and operate ski runs and trails and relocate footpaths and non-motorized bike trails (which may include but are not necessarily limited to the Bike and Pedestrian Trails) located or to be located on the Open Space Parcel, and for GPCC to exercise its rights under the GPCC Easements and the Town Lift Agreement; (ii) the City to maintain the Bike and Pedestrian Trails and for the City and Grantors and Grantors' successors to otherwise maintain the Open Space Parcel and associated easements as provided herein; and (iii) emergency response such as fire suppression.

7. The City covenants and agrees that SLC and its successors shall have the right to lay and maintain underground utilities across the Open Space Parcel to service the "Plateau Parcel," as described in Exhibit "D" hereto, and to access the Plateau Parcel by way of King Road, as shown on the Treasure Hill Plat and to in all other manner exercise rights not inconsistent with the grant of open space herein. The laying of utilities and access shall be in accordance with all applicable ordinances existing at the time of development. Notwithstanding the foregoing, should SLC and its successors subsequently conclude that ordinances in existence at the time of development infringe their right to develop as provided in that certain master plan ("Sweeney Master Plan") approved by the City on October 16, 1986, and as amended October 14, 1987 and December 30, 1992, the foregoing shall not preclude SLC and its successors from asserting such claims in a court of appropriate jurisdiction.

8. Except as otherwise contemplated herein or by the Sweeney Master Plan, the City covenants and agrees that the Open Space Parcel shall be perpetually kept, preserved and maintained, including trash pickup, at least yearly, as open space in its current undeveloped state, and shall be kept free and clear of all liens and encumbrances except as contemplated herein or as may exist as of the date hereof.

9. In all events, Grantors and their successors in interest or assigns shall have the following rights:

(a) To use the Open Space Parcel for construction staging and to accommodate actual construction on the Norfolk and King Road Lots (collectively "Lots"), identified on the Treasure Hill Plat as Lots 1-4 and as contemplated by the Sweeney Master Plan, provided any resulting damage to the Open Space Parcel is repaired by them and appropriate and reasonable precautions as determined by the City Engineer are taken to prevent and control runoff and erosion, including but not necessarily limited to regrading and replacement of top soil, if necessary, and reseeding with drought resistant grasses;

(b) To use the Open Space Parcel as a depository for excess fill generated from construction (in connection with duly issued building permits) in conjunction with the Sweeney Master Plan and the Treasure Hill Subdivision Plat, provided any resulting damage to the Open Space Parcel shall be repaired by Grantors or their successors and assigns and provided that appropriate and reasonable precautions as determined by the City's engineer are taken to prevent and control runoff and erosion, including but not

necessarily limited to regrading and replacement of top soil, if necessary, and reseeding with drought resistant grasses.

(c) To lay and maintain underground utilities under and across the Open Space Parcel, in accordance with existing applicable ordinances, which will service projects to be built on the Plateau Parcel subject to the Sweeney Master Plan, provided any resulting damage to the Open Space Parcel is repaired by them; and

(d) The non-exclusive right, but not the obligation (except as provided in Section 9(a),(b) and (c) above), to repair and maintain the Open Space Parcel consistent with the terms herein and the Sweeney Master Plan, including the right to clear brush and debris to a width of ten (10) feet from the "Non-motorized Bike and Pedestrian Trails" that also serve as ski access to the Lots as shown on the Treasure Hill Plat, and the right to otherwise ski on the Open Space Parcel.

III.

10. Notwithstanding anything to the contrary in this Special Warranty Deed, it is understood and agreed that the conveyance of the Open Space Parcel as provided herein is and shall be subject to a possibility of reversion to the Grantors or their successors, said conveyance being only for so long as the City or another comparable non-profit entity to which the City conveys the Open Space Parcel:

(a) Owns the Open Space Parcel; and

(b) Observes the covenants and agreements set forth in Section II above and in the Dedication Agreement.

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In connection with the foregoing, the parties agree that in the event of an alleged violation of any of the covenants and agreements set forth in Section II above, Grantors and their successors shall be required to give written notice to the City of any such default or violation. The City shall then have thirty (30) days to cure such default or violation, although if the nature of the default or violation is such that it cannot be cured within 30 days, so long as the City is diligently proceeding to cure the default or violation, it shall have such additional reasonable period of time as may be necessary to cure said default or violation. Failure to timely cure any such default shall result in the reversion of the Open Space Parcel to Grantors or their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures as of the day and year first above written.

00452292 8000958 F000199

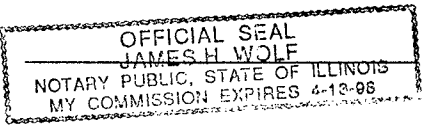
Edmund J. Beaulieu
EDMUND J. BEAULIEU

STATE OF ILLINOIS)
COUNTY OF Cook)

On this 10th day of April, 1996, personally appeared before me EDMUND J. BEAULIEU, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

[Signature]
NOTARY PUBLIC
Residing at: 6657 N. Chicora
Chgo., IL. 60646

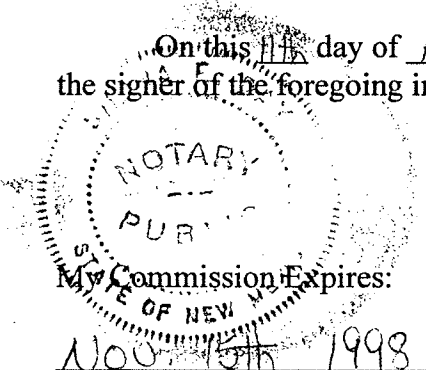
My Commission Expires:



[Signature]
CLYDE CARLIG

STATE OF NEW MEXICO)
COUNTY OF SAN JUAN)

On this 11th day of APRIL, 1996, personally appeared before me CLYDE CARLIG, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Silvia E. Day
NOTARY PUBLIC
Residing at: 220 N. Auburn
FARMINGTON, N.M. 87401

My Commission Expires:
Nov. 15th 1998

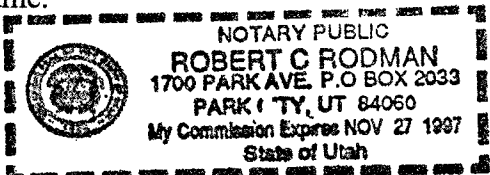
SWEENEY LAND COMPANY,
a Utah general partnership

By: Patrick J. Sweeney
Patrick J. Sweeney

Its: Managing General Partner

STATE OF UTAH)
 :
COUNTY OF SUMMIT)

On this 15 day of April, 1996, personally appeared before me Patrick J. Sweeney, who being by me duly sworn, did say that he is the Managing General Partner of SWEENEY LAND COMPANY, a partnership, and that the foregoing instrument as signed on behalf of said partnership, and said Patrick J. Sweeney acknowledged to me that said partnership executed the same.



Robert C. Rodman
NOTARY PUBLIC
Residing at: Summit Co Utah

My Commission Expires:

Nov 27, 1997

PARK CITY MUNICIPAL CORPORATION

By: Bradley Olch
Its: Mayor

ATTEST:

Anita Sheldon
Anita Sheldon,
City Recorder

APPROVED AS TO FORM:

Mark Harrington
Mark Harrington,
Assistant City Attorney

STATE OF UTAH)
 :
COUNTY OF SUMMIT)

On this 15th day of April, 1996, personally appeared before me Bradley Olch who being by me duly sworn, did say that he is the Mayor of PARK CITY MUNICIPAL CORPORATION, and that the foregoing instrument as signed on behalf of said corporation by authority of law, and said he acknowledged to me that said corporation executed the same.

 Notary Public
T.L. O'FINNEGAN
335 South 200 East Apt. 18
Salt Lake City Utah 84111
My Commission Expires
February 16, 2000
State of Utah

T.L. O'Finnegan
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:
2-16-2000

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Exhibit "A"

Lot 5, (Open Space Parcel), Treasure Hill Subdivision, Phase I

Beginning at a point which is South 66°22' West, 75.00 feet and South 23°38' East, 58.91 feet from the Northeast corner of Block 29, Park City Survey, Amended Plat, said point also being South 66°40' West, 300.00 feet and North 23°38' East, 535.46 feet, more or less, from a Park City Monument at the Intersection of Park Avenue and 4th Street;

and running thence South 23°38' East, 266.09 feet; thence South 66°22' West, 75.00 feet; thence South 23°38' East, 74.67 feet, more or less, to the East-west 40 Acre Line of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence South 89°36'41" East, 82.11 feet, more or less, along said 40 Acre Line; thence South 23°38' East, 91.91 feet, more or less, to the Northwest corner of Lot 2, Block 1 as platted on the Easterly end of the patented Park City Lode Mining Claim U.S. Lot No. 633; thence South 66°22' West, 75.00 feet to the Northwest corner of Lot 12 of said mining claim; thence South 23°38' East, 53.98 feet to the Southwest corner of Lot 13 said mining claim; thence North 66°40' East, 141.00 feet, more or less, to a North-south 40 Acre line and the West line of Park City Townsite said point being South 66°40' West, 240.50 feet and North 0°08'50" West, 16.32 feet, more or less, from a Park City Monument at the Intersection of Park Avenue and 4th Street; thence South 0°08'50" East, 32.64 feet, more or less, along said 40 Acre Line and said West Line; thence South 66°40' West, 52.99 feet, more or less, to the Northwest corner of said mining claim; thence South 23°38' East, 250.00 feet to the Northeast corner of Lot 22, Block 30, Park City Townsite Survey, Amended Plat; thence South 66°40' West, 50.00 feet; thence North 23°38' West, 100.00 feet; thence South 66°22' West, 62.00 feet; thence North 23°38' West, 432.85 feet; thence South 64°26'01" West, 57.03 feet; thence South 66°22' West, 122.11 feet; thence South 30° West, 151.47 feet; thence South 7°08'13" West, 25.59 feet; thence South 72°27'50" East, 93.86 feet; thence South 47°09'07" East, 389.71 feet; thence South 23°38' East, 51.54 feet; thence North 62°20'31" East, 3.46 feet; thence South 23°38' East, 45.70 feet; thence South 68°07' West, 28.75 feet; thence South 23°38' East, 51.61 feet; thence North 75°38'35" East, 29.97 feet; thence South 23°38' East, 32.68 feet; thence South 66°22' West, 234.29 feet to a point on a 605 foot radius curve to the right (Long chord bears South 11°East, 94.07 feet); thence running southeasterly along the arc of said curve 94.17 feet (Delta=8°55' 04"); thence South 31°26'11" East, 116.94 feet; thence South 23°31'34" East, 69.58 feet to the point of curvature of a 135 foot radius curve to the left (Long chord bears South 29°20'18" East, 27.34 feet); thence running Southeasterly along the arc of said curve 27.39 feet (Delta=11°37'27"); thence South 35°09'01" East, 117.10 feet to the point of curvature of a 515.00 foot radius curve to the right (Long chord bears South 23°17'42" East, 211.60 feet); thence running Southeasterly along the arc of said curve 213.12 feet (Delta=23°42' 38"); thence South 0°08'50" East, 447.09 feet along said 40 Acre Line and said West Line to a point on the Alice Lode which point is North 31°40'53" West, 583.55 feet from a Park City Monument on the Centerline of Daly Avenue; thence South 55°53'19" West, 19.14 feet along said Alice Lode; thence South 89°51'10" West, 10.52 feet; thence South 55°55'40" West, 420.90 feet; thence North 47°25'46" West, 535.00 feet; thence North 450.00 feet; thence North 21°45'40" West, 399.68 feet; thence North 50°56'26" West, 656.37 feet; thence South 53°30' West, 234.36 feet; thence South 12°44'05" West, 270.00 feet; thence North 47°25'47" West, 285.01 feet; thence North 33°32'19" East, 600.01 feet; thence North 79° East, 825.00 feet; thence North 84° East, 112.53 feet; thence North 52° East, 223.20 feet; thence North 27°40'34" East, 96.07 feet; thence North 66°22' East, 150.00 feet to the point of beginning.

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Containing 42.741 Acres, more or less.

(Basis of bearing for the above description is the Park City Monuments at the Intersections of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38' East.)

SPECIAL RESTRICTIONS FOR SINGLE FAMILY HOMES TO BE CONSTRUCTED ON LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

1. **FOOTPRINT.** The maximum footprint, calculated from the centerline of the driveway, shall not exceed the maximum footprint of 1,000 square feet and the maximum footprint of 1,000 square feet including porches. The footprint shall not exceed the maximum footprint of 1,000 square feet including porches.
2. **SETBACKS.** The minimum setbacks shall be:
 - (a) Front setback: 10 feet
 - (b) Side setback: 5 feet
 - (c) Rear setback: 10 feet
 - (d) Corner setback: 10 feet
 - (e) Driveway: 5 feet

3. **BUILDING AND LOT LIMITS.** Improvements, including fences, shall be constructed within the boundaries of the lot. The maximum height of any structure shall be 10 feet. The maximum height of any structure shall be 10 feet. The maximum height of any structure shall be 10 feet.

4. **CONSTRUCTION RESTRICTIONS.** These standards shall be applied to all construction within the subdivision. The maximum height of any structure shall be 10 feet. The maximum height of any structure shall be 10 feet.

5. **PAVING REQUIREMENTS.** The maximum width of any driveway shall be 10 feet. The maximum width of any driveway shall be 10 feet. The maximum width of any driveway shall be 10 feet.

6. **LANDSCAPING.** The maximum height of any tree shall be 10 feet. The maximum height of any tree shall be 10 feet. The maximum height of any tree shall be 10 feet.

7. **SEWER LATERALS.** Maintenance and replacement of sewer laterals shall be the responsibility of the respective owner. The maximum length of any sewer lateral shall be 10 feet.

8. **OPEN SPACES.** Minimum open space shall be 10 feet. The minimum open space shall be 10 feet. The minimum open space shall be 10 feet.

9. **PROVISIONS.** The above special restrictions are subject to the provisions of the Utah Uniform Residential Code. The above special restrictions are subject to the provisions of the Utah Uniform Residential Code.

P H A S E 1
NON-MOTORIZED BIKE AND PEDESTRIAN TRAILS RIGHT-OF-WAY
TREASURE HILL SUBDIVISION
 A SUBDIVISION LOCATED IN SECTION 16, TOWNSHIP 2, SOUTH,
 RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

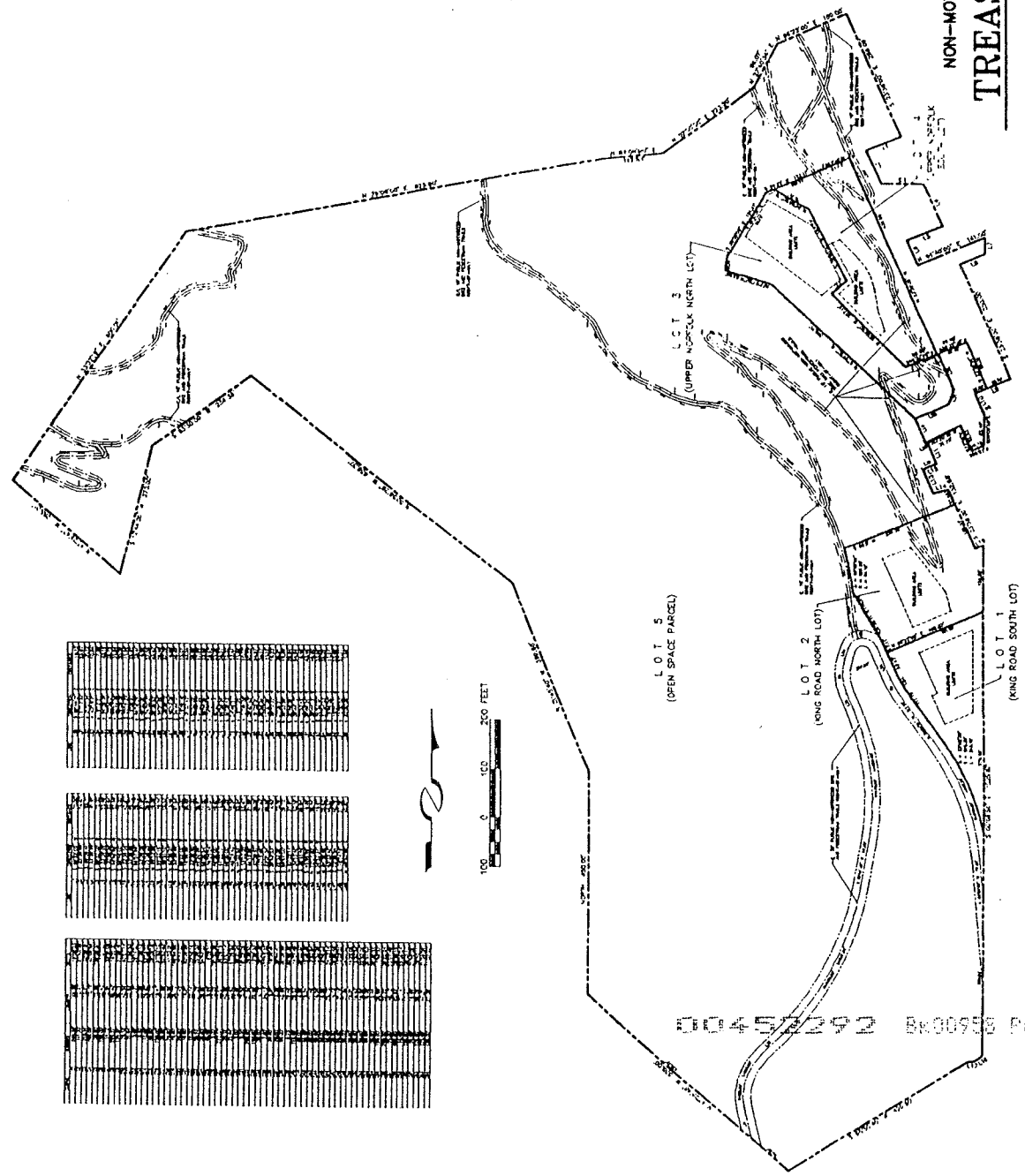


Exhibit "C"

AGREEMENT

AGREEMENT, made and executed this 30th day of November, 1981, by and between PARK CITY DEPOT CORPORATION, a Utah corporation ("Depot"), SWEENEY LAND COMPANY, a Utah general partnership ("Sweeney"), TRAMWAY PROPERTIES, a Utah general partnership ("Tramway"), and GREATER PARK CITY COMPANY, a Utah corporation ("GPCC").

RECITALS.

1. Depot is the owner of a parcel of real estate located in Park City, Summit County, State of Utah, more fully described on Exhibit A attached hereto, and by this reference made a part hereof.
2. Sweeney Land Company owns an aerial right-of-way commencing from property now owned by Depot, previously called the ~~"Coalition Property"~~; said ~~right-of-way~~ acquired from United Park City Mines Company, and running in a Southwesterly direction, sometimes hereinafter referred to as "Tramway", as more fully described on Exhibit B attached hereto, and by this reference made a part hereof. Tramway Properties owns or controls land on which the "Quittin' Time Ski Run" and the "Creole Ski Run" are to be located and upon which the Ski Trails and the Silver Mountain Development ski-in and ski-out trails, as shown on Exhibit C attached hereto and by this reference made a part hereof, will be constructed.
3. GPCC is the owner and operator of the Park City Ski Resort and desires to own, operate and maintain a base station for a transportation ski lift (sometimes hereinafter called the "Lift") on the property owned by Depot and to construct a Lift and to build Lift towers on the Tram-Right-of-Way to facilitate the Lift. GPCC also wants to construct and maintain the "Quittin' Time Ski Run", the "Creole Ski Run", the Ski Trails (shown on Exhibit C hereto (hereinafter "the Ski Trails"), and

the Silver Mountain Development ski-in and ski-out trails.

4. Sweeney, Tramway, and Depot are willing to provide property for a base station, an intermediate loading station and for the ski lift, two parking stalls for vehicles for GPCC or its employees, an area for a ticket booth, and restroom facilities for employees and invitees of GPCC during the operation of the Lift, and a Park Avenue bus turn-out and unloading station.

5. Depot, Sweeney and Tramway are willing to lease surface space and air rights to GPCC for a Lift, towers, ticket booth and restrooms, "Quittin' Time Ski Run", "Creole Ski Run", Ski Trails shown on Exhibit C hereto in red, and Silver Mountain Development ski trails, subject to the terms and conditions set forth in this agreement.

6. Depot and Sweeney recognize that if the construction of the Lift is approved by the Park City Council, Depot and Sweeney will receive substantial benefit from the increase in property values for property owned by Depot and Sweeney adjacent to the property to be leased as a base station, and that GPCC will receive substantial benefit from the planned development of the adjacent property by Depot, Sweeney and Tramway.

7. Sweeney and Tramway desire to provide an easement for use by GPCC of the area commonly known as "Quittin' Time Ski Run", "Creole Ski Run", and for the Ski Trails.

8. Depot and Sweeney intend to build condominium units on property adjacent to the leased property.

NOW, THEREFORE, for and in consideration of the property lease by Depot, Tramway and Sweeney and the covenants of GPCC set forth herein and other mutual covenants, it is mutually agreed by and between the parties as follows:

1. Lease. Depot, Tramway and Sweeney hereby agree to lease to GPCC, for a rental of \$10.00 per year paid to each Lessor for a period of 70 years, or for the duration of GPCC's master

lease with United Park City Mines Company dated January 1, 1971 and amended May 1, 1975, whichever occurs first, the property set forth on Exhibit A attached hereto and the aerial right-of-way as set forth on Exhibit B attached hereto and by this reference made a part hereof. Tramway shall lease, or grant an easement to use, for a rental of \$10.00 per year, the property needed for the Ski Trails, the intermediate station and public thoroughfares as described on Exhibit C attached hereto and by this reference made a part hereof.

2. Construction of Lift.

(a) GPCC agrees, subject to the prior approval of the Park City Council, to construct a triple chair-lift with a base station on the property leased by Depot and using the aerial right-of-way on the property leased by Sweeney, said Lift to have a capacity of not less than 1,200 nor more than 2,400 persons per hour. GPCC will be responsible for all costs incident to the construction, maintenance and operation of the Lift including, but not limited to, the cost of constructing the platform, the Park Avenue bus turn-out and unloading station, the Lift, new towers, power facilities, housing facilities for the power, unloading and off-loading facilities at the top, mid-station and bottom of the Lift, ticket house, public restrooms and all similar and related expenses. In the construction of the base station, the Lift and the Park Avenue bus turn-out and unloading station, GPCC will comply with the plans attached hereto as Exhibit D relating to the supporting pillars and height of the base station so as to facilitate the construction of Sweeney's underground parking facility to be built on part of the leased property and on adjacent property.

(b) GPCC shall construct, at its own expense, the

new "Quittin' Time Ski Run" and the "Creole Ski Run" and the necessary ski trails near Norfolk Avenue and in cooperation with Tramway, shall cut the mid-station and ski-in and ski-out trails from Tramway's Silver Mountain Development to GPCC's Nastar and Pay Day Ski Runs. Said runs and trails shall be constructed to complement Tramway's development. Tramway shall indicate where it desires trails. GPCC shall have final right of approval as to where such trails, if approved by GPCC, shall be constructed. Such approval shall not be unreasonably withheld. GPCC shall additionally clear thoroughfares from the proposed ski run near Norfolk Avenue to city property.

(c) GPCC will be solely responsible for all architectural, engineering, and attorney's fees and other expenses related directly to the Lift and appurtenant structures.

(d) GPCC, Depot and Sweeney shall cooperate and work jointly in leasing, exchanging or purchasing property located beneath the existing "Tramway" or for aerial rights which are not now owned by Sweeney and which are necessary for the construction of the Lift. Sweeney and Tramway reasonably believe that the only rights remaining to be acquired are set forth on Exhibit E, which is attached hereto and by this reference made a part hereof.

3. Time of Performance. It is anticipated that the Lift and related facilities should be constructed during the summer of 1983 so as to be available for the 1983-1984 ski season. GPCC, however, agrees to use its best efforts to complete the construction during the summer of 1982 for the 1982-1983 ski season. If construction is not completed by

December 1, 1983, the lease provided for herein shall terminate as of that date. GPCC shall be responsible for arranging and financing the construction of all such facilities within such time period.

4. Approvals. All parties will proceed as soon as reasonably possible after the execution of the agreement to submit a plan for the Lift, towers, ski runs and trails which are the subject of the agreement. GPCC will be responsible for making all studies and presentations concerning the Lift, towers, ski runs and trails to the Park City Planning Commission and City Council. Included in the presentation will be the following:

(a) All necessary vehicular and pedestrian traffic studies required by the Park City Planning Commission and City Council concerning any questions related to congestion caused by the Lift.

(b) Presentation of a design for the Lift, towers, ski runs and trails, and any other structures pertaining directly to the operation, construction and maintenance of the Lift.

(c) Other impact questions raised by the Planning Commission, City Council and other governmental agencies.

5. Access. Sweeney and Depot will provide in the leased property sufficient space for a bus turnout on Park Avenue for skiers to enter and use the Lift facilities. Depot will provide on the lease property space for a ticket house for GPCC to sell tickets, the design for said space to be approved by Depot. All costs of construction of the ticket space will be paid by GPCC. Depot will also provide on the leased property space for the construction by GPCC, at GPCC's sole expense, of restroom facilities for employees and invitees of GPCC. Depot must approve plans for these facilities prior to the commencement of construction. Depot will also provide on the leased property enough space for GPCC to park two vehicles, but shall not be

responsible for providing parking for skiers. GPCC shall have the right to provide the loading stations for the Lift at the intermediate point of travel of the Lift shown on Exhibit C.

6. Maintenance. GPCC will be responsible for upkeep and maintenance of the Lift, ticket space, restroom facilities, Tramway and towers, "Quittin' Time Ski Run", "Creole Ski Run", ski trails above Norfolk Avenue and the Silver Mountain Development ski-in and ski-out trails. It is anticipated that the primary drive machinery and all power facilities will be located at the upper end of the Lift and that all possible maintenance work will be performed at the upper end. GPCC will also be responsible for the upkeep and maintenance of platforms, sidewalks, or driveways used by skiers during the ski season. GPCC will be responsible for all snow removal on all walkways, platforms or any areas which GPCC or skiers use for the purpose of entering upon the property comprising the base site. Upon the close of the ski season, GPCC will repair and/or replace all property worn, damaged or destroyed by skiers and/or employees of GPCC and close the Lift in the same manner as the Victoria Station Lift. GPCC will close and secure the ticket space and the restroom facilities, if any, provided. Any Lift equipment which is permanently fixed to the structure shall be maintained so as not to constitute an attractive nuisance under Utah law. In providing the necessary maintenance under this agreement, GPCC will notify Depot and Sweeney of maintenance schedules for major maintenance during the off season for maintaining Lift equipment, said notification to include an outline of what type of maintenance is necessary and when the maintenance crews will have to be at the site. Depot and Sweeney, or the appropriate homeowner's association, shall have the right to landscape the leased property and to maintain it at GPCC's expense. GPCC shall have the right to approve said landscaping prior to its commence-

ment. Such approval shall not be unreasonably withheld. GPCC shall promptly reimburse Depot and Sweeney for any expenses incurred in this regard.

7. Operating Responsibility. GPCC will be allowed to operate the Lift during the hours of 8:30 a.m. to 6:00 p.m., and will be responsible for controlling all skier traffic, including, but not limited to, pedestrian traffic, bus and auto loading and unloading. GPCC shall use its best efforts to keep skiers out of restricted areas, if any, and out of any condominiums that may be constructed on adjoining space by either Depot, Sweeney or Tramway, and for controlling noise by users of the Lift and related facilities. All restricted areas will be clearly marked by Depot, Sweeney and Tramway. GPCC will provide for adequate wastepaper containers on the base site, and it shall police for garbage and litter as often as is necessary, the leased property and the surrounding areas including the access area as set forth in paragraph 5. This activity shall include being responsible for cleaning as often as necessary the area under the towers, including any property now owned by Sweeney, Tramway and/or Depot and which lies under or is adjacent to the Lift. Subject to the availability of snow, GPCC agrees that in the event it is necessary to cease operation, temporarily or permanently, of any of its ski lifts, the Lift covered by this agreement shall be the last lift in its general area to be closed down. Specifically, if the Pay Day Lift is running, this Lift shall not be closed down. In the event the Lift is closed down or is offered for sale, Depot and Sweeney shall have the first right of refusal to acquire the Lift and appurtenant facilities, at the then appraised value, for a period of 90 days. This right shall not apply to a sale of the Lift as a part of a sale of the Park City Resort.

8. Traffic Control. GPCC, if asked by appropriate authorities, will be responsible for assisting the Park City

Council and law enforcement officials in drafting ordinances to control pedestrian and vehicular skier traffic during the operation of the Lift and will actively work with the Park City police officials to enforce all parking and traffic ordinances.

9. Access to Aerial Right-of-Way. If GPCC requires additional access not available in the right-of-way leased hereby, GPCC shall be responsible for obtaining permission from property owners to enter upon or to use their land for removing existing tram towers and/or installing and servicing the towers and shall further be responsible for removing any existing tram towers appropriate in constructing the ski lift facilities. The parties understand that GPCC must walk, ski or snowmobile the entire lift line as required by the insurance carrier.

10. Removal of Liens. If, because of any act or omission of GPCC, any mechanics liens shall be filed against Depot, Tramway or Sweeney or against any of the adjacent land utilized for purpose of the ski lift construction, GPCC shall, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days after written notice from Depot, Tramway or Sweeney of the filing and shall indemnify and hold harmless Depot, Tramway and Sweeney from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorney's fees, resulting therefrom.

11. Signs. During the ski season, with the prior approval of Depot, GPCC shall have the right to install, maintain and place in, on or over, and in front of the adjacent property, or in any part thereof, such signs and advertising matter as GPCC may desire, or as may be required by GPCC's insurance carrier, and GPCC shall comply with any applicable requirements of governmental authorities having jurisdiction and shall obtain any necessary permits for such purposes. As used in this paragraph, the word "sign" shall be construed to include any placard, light,

or other advertising symbol or object, irrespective of whether the same be temporary or permanent.

12. Indemnification. GPCC shall indemnify and save harmless Depot, Tramway and Sweeney from and against any and all liability, damage, penalties or judgments arising from injuries to persons or properties sustained by anyone in or about the leased property or resulting from any act or acts or omissions of GPCC's officers, agents, servants, employees, contractors or sub-lessees. GPCC shall, at its own cost and expense, defend any and all just suits or actions which may be brought against Depot, Tramway and Sweeney or in which any one of these parties may be interpleaded with others upon any such above mentioned matter, claim or claims.

13. Obligation of Lessors. Except for affirmative acts or negligence of Depot or the affirmative acts or negligence of officers or employees of Depot, or partners, agents, servants, employees or contractors of Sweeney or Tramway, Depot, Tramway and Sweeney shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons at any time on the leased property or "Tramway", including any damage or injury to GPCC or to any of GPCC's officers, agents, servants, employees, contractors, customers or sub-lessees.

14. Insurance. During the period the Lift and appurtenant parts are installed and in operation, GPCC shall provide at its expense, and keep in force during the term of this agreement, general liability insurance in an insurance company satisfactory to the lessors, in the amount of at least \$1,000,000 with respect to injury or death to any one person, \$5,000,000 with respect to injury or death to more than one person in any one accident or occurrence and \$1,000,000 with respect to property damage. Such policy or policies shall include Depot, Tramway and Sweeney and any mortgagee as named insureds. GPCC

agrees to deliver certificates of such insurance to Depot, Tramway and Sweeney by the date GPCC begins construction of the Lift and/or towers and thereafter not less than 10 days prior to the expiration of any such policy. Such insurance shall be non-cancellable without 10 days written notice to Depot, Tramway and Sweeney and to each mortgagee. Said policy limits shall be increased if GPCC increases its limits for other ski lifts owned or operated by GPCC or related companies.

15. Property Taxes. GPCC shall be responsible for all real property taxes assessed by Summit County, State of Utah for the property set forth on Exhibits A, the tramway shown on Exhibit B and the ski runs outlined in red on exhibit C attached hereto. GPCC shall also be responsible for all taxes lawfully assessed against the personal property of GPCC located in the ski lift, including base site and all appurtenant structures, and shall also be responsible for any sales or use tax and any other tax lawfully assessed against GPCC in its operation of the Lift.

16. Utilities. GPCC shall be responsible for the payment of all utilities related to the operation of the Lift, including, but not limited to, ticket space, restroom facilities and the operation of the Lift itself. Utilities shall include gas, electricity, telephone, water and garbage removal.

17. Abandonment of Lift. If, during the first 10 years of operation, GPCC abandons the Lift, GPCC will do the following:

(a) GPCC shall remove all ski lift equipment and fixtures that are not permanently fixed to the leased property and all of the towers within the "Tramway".

(b) GPCC further agrees to pay to Depot and Sweeney in the following proportion, 50% to Depot and 50% to Sweeney, should GPCC abandon the Lift during the first year after the Lift has been in operation, the amount of \$100,000 in cash within 30 days from the date GPCC aban-

dons the Lift. If GPCC abandons the Lift after the first year of operation as set forth above, the \$100,000 will be adjusted by a percentage increase or decrease from the base period as measured by the change in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index. The Index published for the calendar year in which the Lift officially opens shall be considered the base period.

(c) In the event the Lift is not abandoned within the first 10 year period, but sometime later, GPCC shall be obligated to remove all ski lift equipment and fixtures that are not permanently affixed to the leased property and all the towers and appurtenances within the "Tramway", the "Quittin' Time Ski Run", "Creole Ski Run" and, if any, the Ski Trails.

(d) In removing the equipment pursuant to this paragraph, GPCC further agrees that it will immediately repair, replace and take whatever other steps are necessary to place the base site and surrounding property in such a state as if the Lift, towers, ski runs and trails had never been installed, constructed or approved.

18. Use of the Property. GPCC hereby agrees that the Lift to be constructed upon the leased property shall be used primarily for the transportation of skiers, transportation of first aid equipment and personnel, and as a utility platform transport.

19. Termination. Notwithstanding any other provisions of this agreement, said agreement as to use of the leased property shall terminate immediately upon the withdrawal of permission by the Park City Council of the operation of a ski lift from and on said property. Such withdrawal shall be considered an "abandonment" for the purpose of paragraph 17, but the payment

of damages pursuant to paragraph 17 shall not apply.

20. Default. In the event GPCC shall neglect or fail to perform or observe any covenants, provisions or conditions set forth in this agreement, Depot, Tramway and Sweeney shall give 30 days written notice to GPCC designating such default. Default against any one of Depot, Tramway and Sweeney shall constitute a default against all three.

(a) If within 30 days after written notice of default, or if more than 30 days shall be required because of the nature of the default, GPCC fails to proceed diligently to cure such default, then in that event GPCC shall be responsible to Depot, Tramway and Sweeney as their interests appear for any and all damages sustained by them as a result of GPCC's breach unless such damages are or would be covered by insurance provided or required to be provided by GPCC, but limited in all events to the liquidated amount set forth in paragraph 17 hereinabove.

(b) Upon any termination of this agreement by Depot, Tramway and Sweeney pursuant to paragraph 19, or at any time thereafter, Depot, Tramway and Sweeney may, in addition to and without prejudice to any other rights and remedies they shall have at law or in equity, re-enter the space where the Lift, ticket booth and restrooms are located and recover possession thereof and dispossess any or all employees, officers or agents of GPCC in the manner prescribed by the appropriate statute relating to summary proceedings or similar statutes, and GPCC shall in such cases remain liable to Depot, Tramway and Sweeney as provided herein.

(c) Failure of GPCC or Depot, Tramway and Sweeney to complain of any act or omission on the part of the

other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by any party, at any time, express or implied, of any breach of this agreement shall be deemed a waiver of a breach of any other provisions of this agreement or consent to any subsequent breach of the same or any other provision.

21. General Provisions.

(a) Time is of the essence in performing all of the obligations of each party under this agreement.

(b) Unless otherwise provided in this agreement, all communications, notices and demands of any kind which either party may be required or desire to give or serve upon the other party shall be made in writing and delivered by personal service to the party or to an officer of the other party or sent by telegram or registered or certified mail, addressed to:

To Depot:	Park City Depot Corporation 1979 South 700 West Salt Lake City, Utah 84104
To Sweeney:	Sweeney Land Company 2640 Maywood Drive Salt Lake City, Utah 84109
To Tramway:	Tramway Properties 2640 Maywood Drive Salt Lake City, Utah 84109
To GPCC:	Nick Badami, Chairman Greater Park City Company P. O. Box 39 Park City, Utah 84060

or to such other address or addresses as the parties hereto shall hereinafter designate in writing. Notices by mail shall be deemed effective and complete at the time of posting and mailing thereof in accordance herewith and all other notices shall be effective upon receipt.

(c) If either party hereto commences an action

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against any other party to enforce any of the terms hereof, or because of the breach of any party of the terms hereof, the losing party shall pay the prevailing party reasonable attorney's fees and costs and expenses incurred in the litigation, as determined by the court.

22. Force Majeure. If, during the term of this agreement, any party hereto is unable to perform the terms and conditions set forth herein due to any acts of God, fires, floods, or restrictions imposed by any government or governmental agency including property moratoriums by Park City or Summit County, inability to obtain appropriate permits or other delays beyond either party's control, this agreement shall continue to be binding and neither party will be relieved of the obligations to perform the terms and conditions set forth herein except as to any time restraints. In all events, if construction is not completed by December 1, 1983, for matters set forth in this paragraph the lease provided for herein shall terminate as of that date and no damages shall be owed by any party.

23. Modifications. This agreement shall not be modified unless in writing and signed by all the parties hereto in the same manner as this agreement is executed.

24. Severability. If any term, covenant, condition or provision of this agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

25. Successors and Assigns. This agreement shall be binding and conclusive upon and inure to the benefit of the respective parties hereto and their successors, heirs, assigns,

executors, administrators and legal representatives.

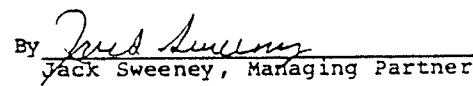
26. Applicable Law. This agreement shall be interpreted in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have fully executed this agreement as of this 30th day of November, 1981.

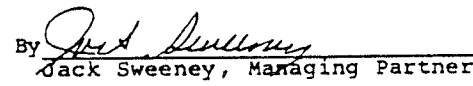
PARK CITY DEPOT CORPORATION

By 
Chairman

SWEENEY LAND COMPANY

By 
Jack Sweeney, Managing Partner

TRAMWAY PROPERTIES

By 
Jack Sweeney, Managing Partner

GREATER PARK CITY COMPANY

By 
Nick Badami, Chairman

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Exhibit "D"

Plateau Parcel

Beginning at a point which is South $89^{\circ}56'30''$ West, 101.63 feet and South, 1708.34 feet, more or less, from the Center of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, also being South, 1780.21 feet and West, 79.91 feet, more or less, from a Park City Monument at the intersection of Lowell Avenue and 9th Street;

and running thence South $50^{\circ}56'26''$ East, 656.36 feet; thence South $21^{\circ}45'40''$ East, 399.68 feet; thence South, 450.00 feet; thence North $47^{\circ}25'45''$ West, 1229.90 feet; thence North $12^{\circ}44'05''$ East, 270.00 feet; thence North $53^{\circ}30'00''$ East, 234.36 feet to the point of beginning.

Containing 11.90 Acres, more or less.

(Basis of bearing for the above description is the Park City Monuments at the Intersections of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South $23^{\circ}38'$ East.)

AMENDMENT TO SECTION 6 AGREEMENT

This Amendment to Section 6 Agreement ("Section 6 Amendment") is made and executed as of March 29, 2008, by and among GREATER PARK CITY COMPANY, a corporation organized and existing under the laws of the State of Utah ("GPCC"); and SWEENEY LAND COMPANY, a general partnership organized and existing under the laws of the State of Utah, for itself and as successor-in-interest in part to Tramway Properties, a general partnership organized and then existing under the laws of the State of Utah; MPE, INC., a corporation organized and existing under the laws of the State of Utah, as successor-in-interest to Sweeney Land Company; and BROTHERS III, L.L.C., a limited liability corporation organized and existing under the laws of the State of Utah ("Brothers"), as successor-in-interest in part to Sweeney Land Company, in part to MPE, Inc., and in part to Park City Depot Corporation, a corporation organized and then existing under the laws of the State of Utah, all as and where their interests appear of record (Sweeney Land Company, MPE, Inc. and BROTHERS III L.L.C. being hereinafter sometimes referred to jointly, severally and collectively as "Sweeney").

RECITALS AND DEFINITIONS

A. The parties hereto previously entered into a certain Amendment to Section 6 of the Fourth Amendment dated March 1, 2006, a copy of which is attached hereto as Exhibit A (the "Section 6 Agreement").

B. Capitalized terms used herein shall have the definitions or meanings provided, used, or otherwise referred to in the Section 6 Agreement.

C. Sweeney has diligently pursued a conditional use permit ("Permit") for the Project since the execution of the Section 6 Agreement.

D. In order to develop the Project as such term is referenced in the Section 6 Agreement, it may be necessary to have the first phase of development consist of constructing the Lift and the off-site improvements, performing peripheral landscaping (cliffscapes) and mass excavation.

E. The parties desire to modify the agreed upon Improvements as such modifications are shown in the form of Modified Exhibit C attached hereto, in order to improve the beginner skier experience, in particular to provide a 35% or less grade, 120 foot wide run from the top of Payday to the Project.

F. The foregoing requires the bulk of site excavation material to be relocated above the Creole Gulch high on the Treasure Hill Parcel. At the same time, GPCC desires to reshape, using imported fill, the nearby upper portion of Payday ski run as shown on Modified Exhibit C.

G. Accordingly, the parties hereto desire to (i) amend Section 2(b) of the Section 6 Agreement in order to provide Sweeney phasing flexibility and sufficient time to obtain the Permit, including completion of any appeals related to such Permit, as allowed by law, (ii) modify Exhibit C in order to improve the skier experience, and (iii) enter into an agreement with respect to placement of clean site excavation material on upper Payday.

NOW, THEREFORE, in consideration of the covenants made herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all the parties hereto, it is mutually agreed by and between the parties hereto, as follows:

COVENANTS AND AGREEMENTS

1. Time Line. Notwithstanding anything to the contrary in Section 2(b) of the Section 6 Agreement, provided Sweeney diligently pursues the Permit for the Project and any related appeals (if necessary), the Section 6 Agreement shall remain in full force and effect. If the efforts of Sweeney to obtain the Permit for the Treasure Hill Parcel fail, then this Agreement shall terminate. The terms "fail" or "failure," as used herein, shall mean that a final, non-appealable Permit is not issued prior to the expiration of the Sweeney Properties Master Plan as it pertains to the Treasure Hill Parcel, with the consequence that the zoning thereof reverts to the underlying existing zoning, provided, however, that Sweeney shall first be allowed, before a failure is deemed to occur hereunder, to exhaust any legal recourse it may have with respect to maintaining the viability of the Sweeney Properties Master Plan or its reinstatement. If a final, non-appealable Permit is issued, then any of the following events shall also allow GPCC at its sole option and within thirty (30) days after the occurrence of any such event and upon written notice to the Developer and Sweeney, to terminate the Section 6 Agreement:

(a) condition 2(b)(i) of the Section 6 Agreement is not satisfied within 2 years of the Permit issuance date ("Permit Issuance Date"),

(b) relevant first phase construction documents ("Construction Documents") are not completed within 4 years of the Permit Issuance Date,

(c) Park City has not issued its final building permit for the first phase of construction within 5 years of the date the Construction Documents are substantially completed ("Construction Document Completion Date"),

(d) if construction has not commenced on the final phase of the Project within 8 years of the Construction Document Completion Date, or

(e) the Project has not been completed as evidenced by a final certificate of occupancy for the Project within 10 years of the Construction Document Completion Date.

The parties further agree, notwithstanding anything to the contrary in the Section 6 Agreement, that the first phase of development may consist of off site improvements, mass excavation, peripheral landscaping (cliffscapes), and Lift construction.

2. Exhibit C. Exhibit C of the Section 6 Agreement shall be replaced with Modified Exhibit C. The Treasure Hill ski trail as shown on Exhibit C shall be 35% or less grade and 120 feet wide.

3. Excess Excavation Material. Developer and/or Sweeney shall place excess excavation material on upper Payday as shown on Exhibit C. The material shall be certified as environmentally clean by a qualified engineer. The material shall be placed so as to eliminate the existing cross slope. The material shall also be placed so as to be stable, and placement shall be

certified by a qualified soils engineer. The existing snow making shall be replaced to its original condition. All work shall take place during the non-ski season and so as not to delay snowmaking in anticipation of the opening of the ensuing ski season. Payday shall be revegetated to GPCC standards. GPCC shall approve all plans and work, which approval shall not be unreasonably withheld. Developer and Sweeney shall pay all related costs. Sweeney hereby indemnifies GPCC, and holds GPCC harmless, from and against any and all claims, demands, suits, controversies and disputes of any kind in connection with the performance of Sweeney's work under this Section 3.

4. Precedence. The Section 6 Agreement is amended and modified by the covenants, terms and conditions of this Section 6 Amendment, and should any inconsistency be found between this Section 6 Amendment and the Section 6 Agreement, this Section 6 Amendment shall control. Except as herein amended, all provisions of the Section 6 Agreement, shall not otherwise be altered or affected by this Section 6 Amendment.

5. Integration. The Section 6 Agreement as modified by this Section 6 Amendment constitutes the entire understanding among the parties with respect to the matters contemplated herein. Neither this Section 6 Amendment nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

6. Successors and Assigns. This Section 6 Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and assigns. Notwithstanding any sale of the Treasure Hill Parcel by Sweeney to Developer, such sale shall not relieve Sweeney from any of its obligations hereunder.

7. Counterparts. This Section 6 Amendment may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

8. Authorization. Each individual executing this Section 6 Amendment represents and warrants to the others that he/she has been duly authorized to execute and deliver this Section 6 Amendment in the capacity and for the entity set forth above his/her signature.

9. Exhibits. All exhibits attached to this Section 6 Amendment are expressly made a part of this Section 6 Amendment as fully as though completely set forth in it. All references to this Section 6 Amendment, either in this Section 6 Amendment itself or in any other writings, shall be deemed to refer to and include all such exhibits.

10. Effectiveness. This Section 6 Amendment shall be deemed effective as of the date hereof upon the execution of this Section 6 Amendment by all of the parties hereto.

11. Time Is Of Essence. Time is of the essence in the performance by the parties hereto of the terms, covenants and conditions under this Section 6 Amendment.

12. Attorneys' Fees. Each party hereto agrees that should a dispute occur with respect to any of the covenants or agreements contained herein, the non-prevailing party shall

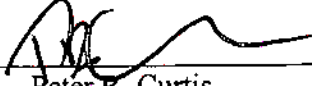
pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Section 6 Amendment, or in pursuing any remedy provided hereunder or by the statutes or other law of the State of Utah, if such remedy is pursued by the filing of a legal action and whether such costs and expenses are incurred before or after judgment.

13. Waiver. A waiver by any party of a breach of any term or condition of this Section 6 Amendment shall not constitute a waiver of any further breach of a term or condition.

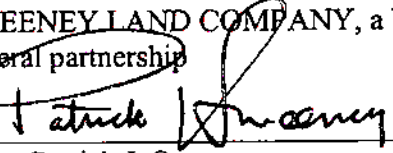
14. Further Documents and Actions. The parties hereto agree in good faith to execute any and all other documents and to take any further actions reasonably necessary to aid and effectuate the purposes of this Section 6 Amendment.

Dated as of the date first written hereinabove.

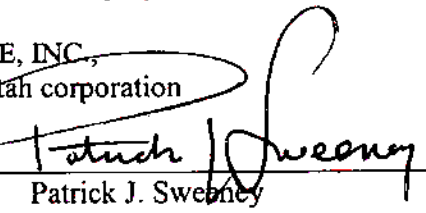
GREATER PARK CITY COMPANY, a Utah corporation

By: 
Peter R. Curtis
President and General Manager

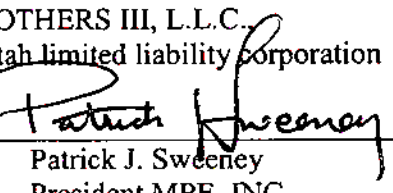
SWEENEY LAND COMPANY, a Utah general partnership

By: 
Patrick J. Sweeney
Managing General Partner

MPE, INC., a Utah corporation

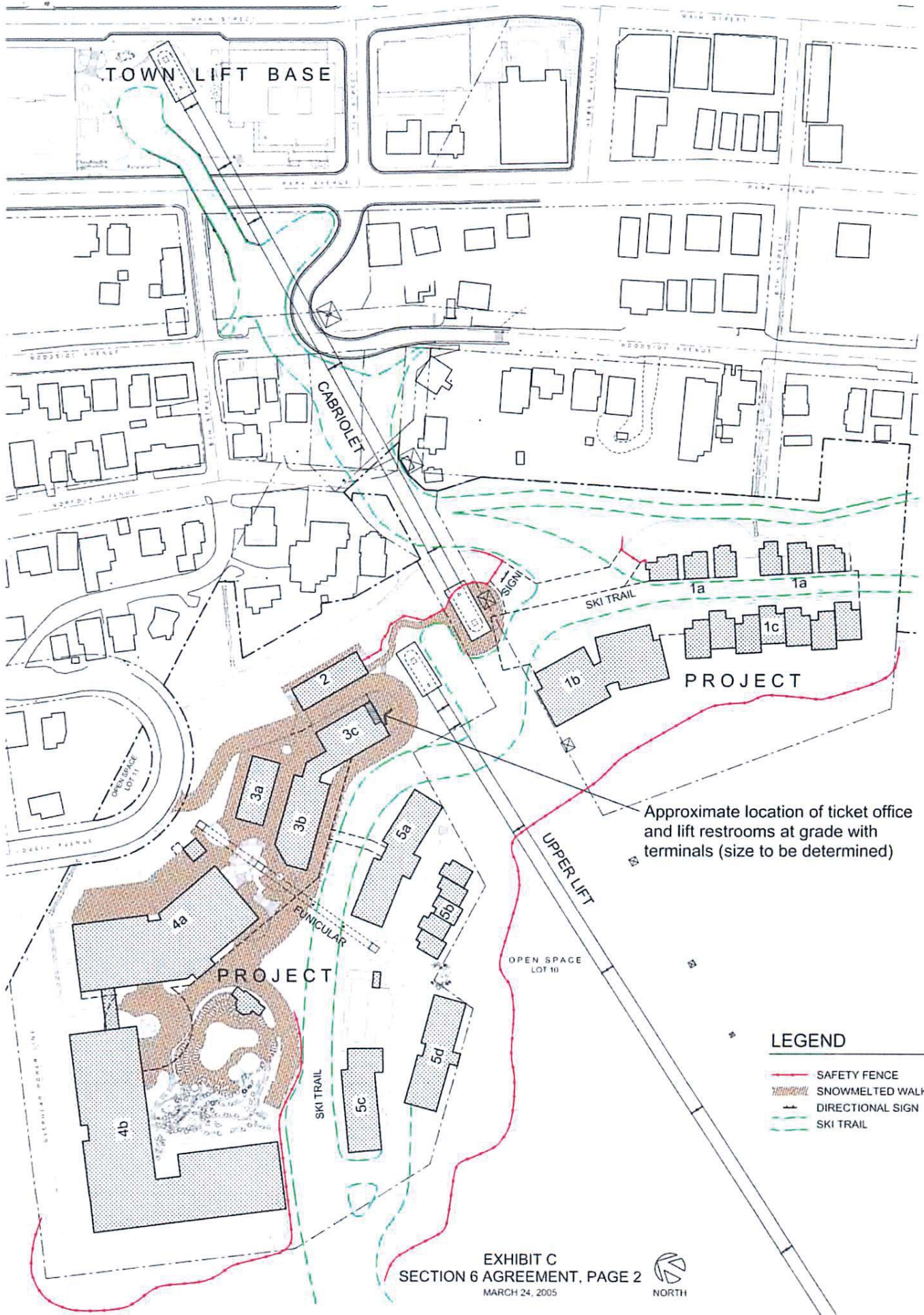
By: 
Patrick J. Sweeney
President

BROTHERS III, L.L.C., a Utah limited liability corporation

By: 
Patrick J. Sweeney
President MPE, INC.,
Its Managing Member



MODIFIED EXHIBIT "C"
SECTION 6 AGREEMENT, PAGE 1



TOWN LIFT BASE





CABRIOLET

PROJECT

PROJECT

Approximate location of ticket office and lift restrooms at grade with terminals (size to be determined)

LEGEND

-  SAFETY FENCE
-  SNOWMELTED WALK
-  DIRECTIONAL SIGN
-  SKI TRAIL



S W E E N E Y P R O P E R T I E S M A S T E R P L A N

May 15, 1985

Including Coalition, Historic
Residential District, and Hillside Properties

MPE Inc.-Applicant

DeLaMare, Woodruff, Stepan-
Architects & Planners

P/S Associates-Engineers & Surveyors

Dr. Pat Sweeney-Responsible Agent

P.O. Box 2429,

Park City, UT 84060

(801) 649-7077

S W E E N E Y P R O P E R T I E S M A S T E R P L A N

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OUTLINE

I. Concept and Impact

Narrative by Dr. Pat Sweeney; planning by DeLaMare, Woodruff, Stepan Associates, Inc. and P/S Associates, Inc.

- A. Introductionp. 1
- B. Propertiesp. 2
- C. Coalition Group (Adjacent to Town Lift Base)p. 3
 - 1. Conceptp. 3
 - 2. Access and Utilitiesp. 5
 - 3. Impactp. 5
- D. Developed HR1 Group (Along Town Lift ROW)p. 5
 - 1. Conceptp. 5
 - 3. Impactp. 6
- E. Hillside Group (Hillside West of Historic District)p. 6
 - 1. Conceptp. 6
 - 2. Access and Utilitiesp. 8
 - 3. Impactp. 9
- F. Phasingp.10
- G. Fiscal ImpactP.10
- H. Special Considerationsp.11
- I. List of Positive Featuresp.12
- J. Summaryp.13

II. Appendix

- A. Property Descriptions
- B. Soils Reports
 - 1. Coalition Properties- by Dames and Moore
 - 2. Hillside Properties- by Rollins, Brown & Gunnell
 - 3. Hillside Properties- by William Lund
- C. Phasing and Breakdown of Unit Equivalents-
by DeLaMare, Woodruff, Stepan
- D. Utilities and Drainage- by P/S Associates
- E. Preservation of Old Tram Towers
- F. Town Lift Agreements
- G. Easements of Record
- H. List of Adjacent Property Owners
- I. Letter Sweeney Land Company
- J. Master Plan Application
- K. Rezoning Application

CONCEPT AND IMPACT

Narrative by Dr. Pat Sweeney

Planning by:

The Architectural & Planning Firm of

DeLaMare, Woodruff, and Stepan;

and the Engineering Firm of

P/S Associates

LIST OF TABLES

1. Property Groups, Zones, and Acres
2. Modified HCB Parking
3. Proposed East Park Avenue Constraints
4. Estimated One Time Fees
5. Estimated Annual Property Taxes
6. Examples Related Park City Expenditures

Sweeney Properties Master Plan

May 15, 1985

INTRODUCTION

The following document presents a development concept for several Sweeney Historic District and nearby hillside properties. It has been modified from the August 24, 1984 version to reflect changes resulting from preapplication discussions with the Park City Planning Staff which took place in October and early November of 1984. Application is made by MPE Incorporated, P.O. Box 2429, Park City, UT (801) 649-7077, for large scale master plan approval as set forth in Sections 1.13, 1.14, & 10 of the Park City Land Management Code effective January 1, 1984 and subsequently amended. The development concept has been designed to carefully integrate with Park City comprehensive planning and to achieve Park City general goals of:

- * a quality residential or visitor experience;
- * safety for its citizens;
- * usable open space;
- * preservation of scenic vistas;
- * efficient traffic circulation;
- * economy of City services;
- * a broad tax base;
- * and a healthy economy.

Permission of Sweeney Land Company (fee owner of the land), relevant agreements, and easements of record are provided in the Appendix, Sections I, F, & G respectively. Applications for large scale master plan and necessary

LIST OF DRAWINGS

1. 200 Scale Site Plan
2. 200 Scale Sweeney Properties
3. 100 Scale Site Plan with Boundaries
4. 100 Scale Site Plan with Boundaries
5. 100 Scale Site Plan with Boundaries
6. 100 Scale Site Plan with Boundaries
7. 50 Scale Site Plan and Grading
8. 50 Scale Site Plan and Grading
9. 50 Scale Norfolk Avenue Alternative
10. 50 Scale Norfolk Avenue Alternative
11. 200 Scale Hillside Sewer, Water, & Drainage
12. 50 Scale Hillside Sewer, Water, & Drainage
13. 20 Scale Coalition Boundary and Topo Survey
14. 20 Scale Coalition Topo Survey
15. 20 Scale Coalition Boundary Survey
16. 20 Scale Coalition Elevations and Lift Base Survey
17. 50 Scale Hillside Site Plan, Grading, & Elevations
18. 50 Scale Hillside Cross Section
19. 50 Scale Hillside Parking
20. 50 Scale Hillside Parking
21. 50 Scale Hillside Parking
22. 50 Scale Hillside Parking
23. 50 Scale Hillside Parking
24. 20 Scale Coalition Site Plan
25. 20 Scale Coalition Cross Section
26. 20 Scale Coalition Parking

Sweeney Properties Master Plan

May 15, 1985

underlying zoning changes are found in the Appendix, Sections J & K respectively.

In particular, this master plan strives to support the ski industry in a way as to minimize the need for private and public transportation and to maximize the bedroom density adjacent to ski runs, lifts, and existing commercial support. In this regard, the Sweeney properties are unique in their strategic location between the Park City Ski Resort and the Historic Commercial District. Due to the scenic importance of the properties, especially the hillside property, the aesthetic placement and concentration of density is a fundamental requirement. It is equally if not more important to maintain the existence and integrity of permanent residential neighborhoods in coexistence with the ski and tourist industry. In this master plan, to these ends, Sweeney property permitted use density, fully and safely accessed, has been significantly reduced and redistributed.

A detailed presentation of concept and impact follows.

PROPERTIES (See Sheets #2-8 & 13-16)

The following table lists the included properties, their zone, and number of acres. The property boundaries are accurately represented on sheet 2 with boundary bearings and distances on sheets 3-6, 13 & 15.

Sweeney Properties Master Plan

May 15, 1985

Table 1: Property Groups, Zones, and Acres

	ZONE	ACRES
Coalition Group	<u>HCB & HR1 (1.191 & 0.537 AC)</u>	<u>1.728</u>
Coalition East (South)	HCB	0.612
Coal. East Parking Easement	HCB	0.205
Coalition East (North)	HCB	0.374
Coalition West	HR1	0.537
Developed HR1 Group	<u>HR1</u>	<u>0.449</u>
MPE	HR1	0.161
Carr-Sheen	HR1	0.288
Hillside Group	<u>HR1 & Estate (15.21 & 108.25 AC)</u>	<u>123.467</u>
Royal Street South	HR1 & Estate (6.90 & 51.08 AC)	57.982
Royal Street North	HR1 & Estate (0.38 & 32.09 AC)	32.469
Butkovich South	HR1 & Estate (5.24 & 11.21 AC)	16.453
Butkovich North	HR1 & Estate (0.76 & 5.31 AC)	6.072
GPPC	HR1	0.081
Anderson	HR1	0.517
Keating	HR1	0.633
Tram Right of Way-Royal St.	Estate	1.192
Tram Right of Way-Butkovich	HR1 & Estate (0.20 & 0.94 AC)	1.138
Nastar	Estate	6.427
Lowell-Empire Switchback	HR1	0.272
Lowell Empire	HR1	0.077
Fletcher	HR1	0.154

COALITION PROPERTIES (See Sheets 7, 13-16, & 24-26)

Concept. The Coalition properties consist of four parcels on either side of Park Avenue near the site of the former Coalition Building and the current site of the Town Lift base. The properties are subject to the Town Lift Agreements contained in the Appendix, Section F. Under

Sweeney Properties Master Plan

May 15, 1985

the current code, the West (HR1) parcel could support 12 unit equivalents and, allowing for the Town Lift as approved, the East (HCB) parcels 43 unit equivalents. Within the proposed master plan, this density has been reduced by 14% or 8 unit equivalents to a total of 47 unit equivalents, 10 on the West parcel and 37 on the East parcels. Modified parking requirements are requested for the East parcels as outlined in Table 2. Justification for parking reduction lies in the close proximity of both skiing and commercial support and that all parking will be enclosed. The structures on the East parcels will be subject to the constraints outlined in Table 3 which increase set backs, slope the building envelope, and limit commercial uses. The structures on the West parcels will be controlled by current HR1 zoning subject to the 10 unit equivalent density limit.

Table 2: Modified Parking

	Hotel Room/ Suite not to Exceed 650 S.F.	Apt.not to Exceed 1000 S.F.	Apt.not to Exceed 1500 S.F.	Apt.not to Exceed 2000 S.F.	Apt. in Excess of 2500 S.F.
# of Parking Spaces	.66	1	1.5	2	3

Table 3: Proposed East Park Avenue Constraints

SETBACKS: Front-15 feet (Park Avenue)

Side- 5 feet

Rear- 5 feet

HEIGHT and BUILDING ENVELOPE:

Front(Park Avenue)-

25 feet high at 15 feet from Park Avenue

35 feet high at 30 feet from Park Avenue

45 feet high at 45 feet from Park Avenue

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Rear-30 feet high at 5 feet then sloping toward
Park Avenue at 45° to maximum height of 45 feet

USE: Residential and nightly rentals permitted. Commercial allowed on ground level provided that commercial frontage be located no closer to Park Avenue than 35 feet.

GRADE: The plane described by horizontal lines perpendicular to the Easterly slope of Park Avenue.

Access, Utilities, and Drainage. Vehicular access will be in either direction off Park Avenue with convenient connections to U-224. Pedestrian access to Main Street will be along Park Avenue and through the Depot Project pedestrian corridor. There will be immediate access to the Town Lift. Adequate water, sewer, and storm drainage systems are already located directly adjacent to the proposed structures. Power, cable TV, and natural gas are available near site.

Impact. This concept will allow a residential character to be maintained West of Park Avenue and North of 8th Street because of the gradual transition that it creates from the higher, more transient residential and limited commercial uses on the East side.

DEVELOPED HR1 PROPERTIES (See Sheet 7)

Concept. These properties consist of the MPE and Carr-Sheen parcels currently zoned for 6 and 3 units respectively. In consideration of approval of the proposed master plan, MPE Inc. will reduce the MPE and Carr-Sheen parcels density to 2 and 3 unit equivalents respectively; a density reduction of 44% or 5 units. An eight foot easement for a stairway connecting the Crescent Walkway directly to the Lowell-Empire switchback will be provided through the Fletcher hillside parcel. The stairway will be built as part of the Hillside

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developments. The Fletcher parcel, a 3 unit developed HR1 parcel, will be zoned Recreation and Open Space (ROS) as part of the Hillside development. MPE Inc. will quit claim to the City the Crescent Walkway, 4 feet either side of center line, as it crosses the Hurley Corner and MPE parcels. MPE Inc. will also quit claim to the City a 30 foot right of way for Norfolk Avenue as indicated on Sheet 7 from the Snyder's Addition boundary to the South side of 7th Street.

Impact. Strengthening of the City's title to Norfolk Avenue and the Crescent Walkway will allow vehicular and pedestrian circulation improvements. The provision, at no cost to the City, of a direct stairway link from the Crescent Walkway to the Lowell-Empire switchback will decrease the distance that Lowell Avenue residents have to walk to reach Main Street.

HILLSIDE PROPERTIES (See Sheets 1-12 & 17-23)

Concept. These properties consist of thirteen parcels totaling 123.5 acres located on the hillside directly West of the Historic District. The density from these parcels (15 acres of HR1 and 108 acres of Estate) will be transferred to a 7.75 acre site near the lower Creole Mine dump and a 3.75 acre site near the Town Lift midstation. (Two single family lots .5 acre each will also be included. One will be located Northwest of Upper Norfolk and the other where the Keating House exists. Building on these lots will be restricted to 25 feet of height and a maximum gross building foot print of 3500 square feet including the garage, but excluding open decks, walks, and stairs.)

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The undeveloped portion of the property, approximately 90% or 111 acres, will be dedicated and rezoned Recreation and Open Space (ROS). In addition, 70% usable open space (including the tops of the parking structures at or near grade landscaped or decked for recreational use) will be maintained within the development sites which will be rezoned Recreation Commercial (RC). Ultimately, **97% of the hillside parcels will be open space.** This concept will prevent undue scarring of the hillside, protect its ridge line, and preserve it for recreational use and as a scenic backdrop to the Historic District.

207 unit equivalents are requested for the Creole and Midstation sites: 36 transferred from 108 acres of Estate Zone and 171 transferred from 14.0 acres of HR1. (One acre of HR1 will be divided between the two single family lots.) This represents a **reduction in density of 46% or 176 unit equivalents** from underlying zoning. Further reduction would jeopardize economic viability of the Creole and Midstation sites. On specified portions of these sites, a height increase to 40 and 50 feet is requested to allow dense clustering. Modified parking requirements are requested as outlined in Table 2. Justification is based on visitor orientation, outstanding ski to-ski from access, reasonable pedestrian access to the Historic Commercial District (600 to 1200 L.F.), and enclosed parking. The units will be condominiums or hotel rooms with nightly rental and a limited amount of support commercial.

An alternative plan which would not require rezoning the Hillside Properties is presented on Sheets 9 and 10. It is based on the construction of a road from the Lowell-Empire switchback to Upper Norfolk Avenue. This road could be built to Park City standards and would

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provide emergency and limited routine access to the Southwestern Historic District.

Access and Utilities. Vehicular access to the Creole and Midstation sites will be from U-224 via the Park City Resort Center access system to Lowell and Empire Avenues. The Creole Mine Site will be accessed through a parking structure located directly off the Southern end of Lowell Avenue. The Town Lift Midstation Site will be accessed by a 550 foot driveway originating from Lowell and Empire Avenues. The cross section of this driveway will consist of uphill and downhill reinforced concrete retaining walls, 18 feet of pavement, 2 1/2 foot curb and gutters, and a 4 foot sidewalk. Non ski season construction access to both developments will be provided along the 9-9.5% grade Town Lift collector trails. Service access will be integrated into the parking structures and connect directly to the people movers mentioned below. Bus turnouts will be provided on Lowell Avenue. (The two single family lots will be accessed by 10 foot driveways, one from Upper Norfolk Avenue and the other from the Town Lift Midstation Site.)

Pedestrian access to the Creole Mine Site will consist of a short people mover (type to be determined) connecting the buildings with the parking structure and a sidewalk-stairway system connecting to the Crescent Walkway. Pedestrian access to the Town Lift Midstation Site will consist of a short people mover (type to be determined) and a sidewalk-stairway system connecting to 6th Street Stairs. The two sites will be connected by a sidewalk, ski trails, and a summer time foot path. Both will have outstanding ski to-ski from access and many connections to summertime trails.

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Utilities to both major sites will be extensions of the middle Norfolk water main and existing services on Lowell and Woodside Avenues. A water tank will be hidden on site. Drainage will be controlled by uphill interceptor drains and downhill street system drains. Detentions systems will be located on the Creole Mine Site and on the Fletcher parcel. A pipe under 8th Street will connect to the City storm drain at Park Avenue. See the P/S Associates report in the Appendix, Section D and Sheets 11 & 12 for further details.

The Creole and Midstation sites will be treated as high-rises in terms of fire safety and construction standards.

Fill from excavation will be used to recontour ski runs on site rather than be hauled off over City streets.

Impact. This development scheme concentrated on 11.5 acres will provide an inventory of clustered, visitor oriented residential units with expansive views, secluded locations, Southeastern exposure, total ski to-ski from capabilities, and pedestrian access to the Main Street Commercial Area. It will leave 111 acres or **90% of the hillside properties to be dedicated and rezoned as Recreation and Open Space (ROS)**. Ultimately, with 70% open space being maintained within the building sites, **97% of the hillside properties will be open space.**

There will be two means of vehicular access to the Creole and Midstation sites. No new City maintained roads will be constructed. The City will have no new snow removal responsibilities. Trash pick-up and water services will be concentrated. Cut and fills will be concentrated and revegetated. Drainage will be controlled.

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Development will allow the Town Lift System as approved. An extensive system of footpaths-cross country trails in combination with the ski runs and trails will be provided.

Construction will be phased over a number of years and fill from excavation will be used on site rather than be hauled off over City streets.

PHASING (See Sheets #17-26)

Twenty years are requested for completion of this master plan. Because of the separate and diverse nature of the involved development parcels, each may be developed independently subject to the Small Scale Master Plan Process and market demand. Phases for each of the developments are outlined in the Appendix, Section C. It is intended that each individual phase may ultimately be developed under separate ownership.

FISCAL IMPACT

The fiscal impact of the entire Master Plan is shown in Tables 4, 5, & 6.

Table 4: Estimated One Time Fees

FEES	CALCULATIONS	TOTAL
Application	256 U.E. x \$200/U.E.	51,200
Impact	.02 x Valuation of New Construction or .02 x (256 U.E. x 2000 S.F./U.E. x 1.05 + 19000 S.F.Com. + 19500 S.F.Lobby) x \$62.42/S.F. + 553 cars x 300 S.F./car x \$29.50/S.F. or .02 x \$40,854,212	817,084
Permit	.0075 x Valuation of New Construction	269,701
Plan Check	.004875 x Valuation of New Construction	175,306

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Inspection	.03 x Site Improvements Construction Bid or .03 x \$2,000,000 (Estimated)	60,000
Water	256 U.E. x \$2500/U.E.(Estimated Average) + 19000 S.F. Com. x \$1000/1000 S.F. Com.	659,000
Sewer	256 U.E. x \$2600/U.E.(Estimated Average) + \$2000/1000 S.F. Com. x 19000 S.F. Com.	<u>703,600</u>
		\$2,735,891

Table 5: Estimated Annual Property Taxes

.20 x Market Value x Mill Levy or	
.20 x (256 U.E. x 2000 S.F./U.E. + 19000 S.F. Com.)	
x \$160/S.F. x .06225 or	
.20 x \$84,960,000 x .06225	\$1,057,752

Table 6: Examples Related Park City Expenditures

Reconstruction of Lowell Avenue	183,000
Reconstruction Empire Avenue	179,000
Four Wheel Drive Bus	28,000
Four Wheel Drive Police Car	<u>13,000</u>
	\$403,000

SPECIAL CONSIDERATIONS

All of the property descriptions included in this proposal have been adjusted to the basis of bearing of the City Street Survey and tied to City Street Survey Monuments. Many overlaps and potential title disputes have been eliminated.

The Old Silver King Tram Towers under the control of MPE Inc. will be preserved as historical monuments and dedicated to Park City as outlined in the Appendix, Section E.

In the distant future United Park City Mines Company or its successors might provide access to the upper Hillside

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property. If this happens Sweeney Land Company reserves the right to take advantage of such access to build one single family home on the upper Hillside. The home shall be inconspicuously located, shall not exceed 20 feet in height, and shall have a maximum gross building foot print of 3500 square feet including the garage, but excluding open decks, walks, and stairs.

LIST OF POSITIVE FEATURES

- * Preservation of 90% of the hillside West of the Historic District as Recreation and Open Space (ROS)
- * 111 acres of Recreation Open Space available for public use for hiking and skiing
- * 70% open space within the Hillside building sites
- * Ultimately, 97% open space on the Hillside
- * Protection of the Hillside ridge line against potential development as 10 acres of RD, i.e. 5 unit equivalents per acre
- * An end to the uncertainty as to the development fate of the Hillside thus stabilizing adjacent Historic District zones
- * 256 residential unit equivalents with commercial base in the Historic Commercial District
- * Voluntary reduction of overall density 43% from 451 to 256 unit equivalents
- * Ski to-ski from access
- * Pedestrian access to the Historic Commercial District
- * Improvement of the Crescent Walkway
- * City Right of way for Norfolk Avenue between Snyder's Addition boundary and 7th Street at no cost
- * All descriptions adjusted to Park City's street survey basis of bearing

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- * Creation of a transition zone East of Park Avenue
- * Buffer areas between proposed construction and neighboring properties
- * Phasing of construction impacts over 20 years
- * No additional City streets to maintain
- * No additional City snow removal responsibilities
- * Concentrated trash pick-up and water services
- * Enclosed parking
- * Controlled drainage
- * Aesthetic clustering of density

SUMMARY

This master plan offers a important opportunity to develop a large inventory of Historic District and nearby hillside properties in harmony with Park City comprehensive planning and to preserve the vast majority of the property as Recreation and Open Space (ROS). This contrasts sharply with piece by piece development of the property under separate ownership. This master plan represents an **overall reduction in density of 43% or 195 unit equivalents** from underlying zoning. It supports the ski industry and existing Historic Commercial District while at the same time respects both the permanent and more transient areas of the Historic Residential Districts. Finally, it leaves the City with a very favorable fiscal impact.

APPENDIX

A. PROPERTY DESCRIPTIONS

COALITION EAST(SOUTH)

Beginning at a point which is North 28°45'41" West, 64.50 feet from the Southwest corner of Block 53, Snyder's Addition to Park City said point also being North 28°45'41" West 251.11 feet and North 61°14'19" East, 21.51 feet, more or less, from a Park City Monument at the Intersection of Park Avenue and Heber Avenue and running thence North 28°45'41" West, 185.50 feet; thence North 61°14'19" East, 140.00 feet; thence South 28°45'41" East, 141.54 feet; thence North 64°15'19" East, 11.10 feet; thence South 38°22'41" East, 6.36 feet; thence South 42°07'41" East, 38.14 feet; thence South 61°14'19" West, 160.96 feet to the point of beginning.

Containing 0.612 Acres, more or less

Subject to and together with any and all easements, right-of-ways and restrictions of record, or enforceable at law or in equity.

(Basis of bearing for the above description is the Park City Monuments at the Intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

Entry No 2, 5237
 REQUEST OF WESTERN STATES TITLE
 FEE 9.00 By Jesse Robinson
 RECORDED Jan 5 1984 at 11:09
5-64
PARKING EASEMENT

THIS PARKING EASEMENT made and entered into this 29th day of December, 1983, by and between Park City Depot Corporation, a Utah corporation (hereinafter referred to as "Grantor"), and Sweeney Land Company, a Utah general partnership (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, pursuant to that certain Real Estate Exchange Agreement dated November 1, 1981, as modified by that certain Extension Agreement dated November 22, 1983, Grantor and Grantee have exchanged certain real property in Park City, Summit County, State of Utah; and

WHEREAS, pursuant to said Real Estate Exchange Agreement Grantor agreed to convey to Grantee a parking easement covering a portion of the exchanged property and other property owned by Grantor.

NOW, THEREFORE, for and in consideration of the exchange of real estate as provided in said Real Estate Exchange Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties as follows:

1. Grantor hereby grants to Grantee a parking easement (the "Parking Easement") on the property (the "Property") more fully described on Exhibit "A" attached hereto

and by this reference made a part hereof. Said Parking Easement shall include the right to use a portion of said Property for the purpose of constructing, operating and maintaining a parking, storage and utility facility (the "Parking Facility") which will be constructed substantially as set forth in the plans and specifications attached hereto as Exhibit "B" and by this reference made a part hereof, including such grading, excavation, approaches, footings, foundations, drains, culverts, utility installation, ingresses and egresses as shall be necessary for the construction, operation and maintenance thereof. Said Parking Facility shall be constructed at the sole cost and expense of Grantee and Grantee shall maintain, repair, alter and reconstruct, whenever necessary, said Parking Facility.

2. Grantee agrees to cooperate with Grantor in designing said Parking Facility to reasonably accommodate necessary utilities to Grantor's adjacent property.

3. Grantor shall provide reasonable access for ingress and egress to the Parking Facility over and across the adjacent property owned by Grantor for purposes of constructing, maintaining, repairing or replacing the Parking Facility. Grantee shall be responsible for repair or replacement of any damage caused by such use.

4. Grantee shall not be responsible for any expense whatsoever occasioned by reason of the ski lift base station

improvements and/or operation on the surface of the property, except for replacement or repair of such improvements damaged or destroyed by Grantee resulting from the construction or operation of the Parking Facility. Grantee shall also be responsible for any water problems that may arise during said construction.

5. Grantee shall be responsible for landscaping and maintenance of the surface of the Property prior to completion of proposed ski lift base station.

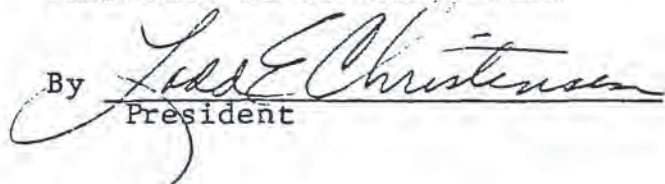
6. Grantee shall have the right to commence construction of said Parking Facility at any time within twenty (20) years from the date hereof.

7. The covenants, conditions, obligations and restrictions of this Parking Easement shall inure to the benefit of and be binding upon and enforceable against, as the case may be, the heirs, successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, the parties to this Parking Easement have signed their names the day and year first above written.

PARK CITY DEPOT CORPORATION

By


President

SWEENEY LAND COMPANY

By John J. Sweeney
Partner

STATE OF UTAH)
)
) ss.
COUNTY OF SALT LAKE)

On the 29th day of December, 1983, personally appeared before me Ladd E. Christensen who, being by me duly sworn, did say that he is the President of Park City Depot Corporation, a corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Ladd E. Christensen acknowledged to me that said corporation executed the same.



Tracy M. Satalante
NOTARY PUBLIC
Residing at: Salt Lake Co

My Commission Expires:
May 27, 1985

STATE OF UTAH)
)
) ss.
COUNTY OF SALT LAKE)

On this 29th day of December, 1983, personally appeared before me John J. Sweeney, partner of Sweeney Land Company, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same for and on behalf of said partnership.

David L. Gillette
NOTARY PUBLIC
Residing at: Salt Lake Utah

My Commission Expires:
9-15-86



EXHIBIT "A"

Real property located in Park City, Summit County,
State of Utah, more particularly described as follows:

Beginning at a point North $28^{\circ}50'$ West along the
Westerly line of Block 53, a distance of 315.50 feet
from the Southwest corner of Block 53, Snyder's
Addition, Park City, Summit County, Utah, said point
of beginning also being South $28^{\circ}50'$ East along the
monument line 310.25 feet and North $63^{\circ}42'$ East 21.53
feet from the City Survey Monument at the intersection
of 9th Street and Park Avenue and running thence North
 $63^{\circ}42'$ East 44.54 feet; thence North $61^{\circ}10'$ East 95.50
feet; thence South $28^{\circ}50'$ East 63.53 feet; thence
South $61^{\circ}10'$ West 140.00 feet to the Westerly line of
said Block 53; thence North $28^{\circ}50'$ West 65.50 feet to
the point of beginning. Contains 8,938.0 square feet
or 0.205 acre.

COALITION EAST (NORTH)

Beginning at a point which is North 28°45'41" West, 315.50 feet from the Southwesterly corner of Block 53, Snyder's Addition to Park City said point also being South 28°45'41" East, 310.54 feet and North 63°46'19" East, 21.53 feet, more or less, from a Park City Monument at the Intersection of Park Avenue and Shepard Street and running thence North 28°45'41" West, 114.73 feet; thence North 61°14'19" East, 140.00 feet; thence South 28°45'41" East, 116.70 feet; thence South 61°14'19" West, 95.47 feet; thence South 63°46'19" West, 44.57 feet to the point of beginning.

Containing 0.374 Acres, more or less

Subject to and together with any and all easements, right-of-ways and restrictions of record, or enforceable at law or in equity.

(Basis of bearing for the above description is the Park City Monuments at the Intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

TOTAL COALITION WEST PARCEL

Beginning at the Northeast corner of Lot 2, Block 1, Snyder's Addition to Park City said point being North $28^{\circ}45'41''$ West, 468.78 feet and South $55^{\circ}56'30''$ West, 28.61 feet, more or less, from a Park City Monument at the Intersection of Park Avenue and Heber Avenue and running thence South $28^{\circ}45'41''$ East, 200.00 feet along the East line of Lot 2; thence South $61^{\circ}54'19''$ West, 99.30 feet, more or less, to the East-West $\frac{1}{4}$ Section line of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence South $89^{\circ}56'24''$ West, 21.66 feet, more or less, along said $\frac{1}{4}$ Section line to the West line of Lot 2; thence North $31^{\circ}44'30''$ West, 176.86 feet along the West line of Lot 2 to the Northwest corner of Lot 2; thence North $55^{\circ}56'30''$ East, 128.03 feet along the North line of Lot 2 to the point of beginning.

Containing 0.543 Acres, more or less.

(Basis of bearing for the above description is the Park City Monuments at the Intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South $23^{\circ}38'00''$ East.)

MPE PARCEL

Beginning at a point South 23°38' East 5.36 feet from the Northwest corner of Lot 8, Block 26 of the Park City Survey according to the amended plat thereof which point is also South 23°38' East along the monument line 159.53 feet and North 66°33' East 25.00 feet from the city survey monument at the intersection of Norfolk Avenue and 8th Street and running thence North 64°13' East 75.05 feet; thence North 23°38' West 2.54 feet; thence North 66°22' East 67.64 feet; thence South 31°44'30" East 50.50 feet; thence South 66°22' West 149.76 feet; thence North 23°38' West 44.64 feet to the point of beginning.

Area: 7013. S.F.

October 24, 1984
P/S 20502-01
J.L.S.

CARR-SHEEN

Beginning on the Easterly Line of Norfolk Avenue at the Southwest Corner of Block 26, Park City Survey, Amended Plat said point also being North $28^{\circ}45'41''$ West, 206.28 feet and South $66^{\circ}22'00''$ West, 343.68 feet, more or less, from a Park City Monument at the intersection of Park Avenue and Heber Avenue and running thence North $23^{\circ}38'00''$ West 52.02 feet along the Easterly line of Norfolk Avenue; thence South $66^{\circ}22'00''$ West 50.00 feet to the Westerly line of Norfolk Avenue; thence South $62^{\circ}50'00''$ West; 36.54 feet; thence South $63^{\circ}20'00''$ West approximately 20.27 feet; thence South $29^{\circ}10'28''$ East, 0.71 feet; thence South $59^{\circ}47'16''$ West, 18.48 feet; thence South $23^{\circ}38'00''$ East approximately 45.88 feet to a point South $66^{\circ}22'00''$ West 125.00 feet from the Southwest corner of Block 26, Park City Survey; thence South $23^{\circ}38'00''$ East, 50.00 feet; thence North $66^{\circ}22'00''$ East, 125.00 feet to the Easterly line of Norfolk Avenue; thence North $23^{\circ}38'00''$ West, 50.00 feet to the point of beginning.

Containing 0.288 Acres, more or less

(Basis of bearing for the above description is Park City Monuments at the Intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South $23^{\circ}38'00''$ East)

ROYAL STREET SOUTH

Beginning at the Southwest Corner of Lot 2, Block 29, Park City Survey, Amended Plat also being North 23°38'00" West, 162.85 feet and South 66°22'00" West, 300.00 feet, more or less, from a Park City Monument at the Intersection of Park Avenue and 4th Street and running thence South 23°38'00" East, 91.91 feet, more or less, to the Northwest corner of Lot 2 of Block 1 as platted on the Easterly end of the patented Park City Lode Mining Claim, U.S. Lot No. 633; thence South 66°22'00" West, 75.00 feet to the Northwest corner of Lot 12 said mining claim; thence South 23°38'00" East, 53.98 feet to the Southwest corner of Lot 13 said mining claim; thence North 66°40'00" East, 141.00 feet, more or less, to a North-South 40 Acre line and the West line of the Park City Townsite said point being South 66°40'00" West, 240.50 feet and North 0°08'50" West, 16.32 feet, more or less, from a Park City Monument at the Intersection of Park Avenue and 4th Street; thence South 0°08'50" East, 32.64 feet, more or less, along said 40 Acre line and said West line; thence South 66°40'00" West, 52.99 feet, more or less, to the Northeast corner of said mining claim; thence South 23°38'00" East, 122.23 feet, more or less, to said 40 Acre line and said West line; thence South 0°08'50" East, 138.99 feet, more or less, along said 40 Acre line and said West line to the North line of Lot 22, Block 30, Park City Townsite Survey, Amended Plat; thence South 66°40'00" West, 19.61 feet to the Northwest corner of said Lot 22; thence South 23°38'00" East, 42.87 feet; thence South 62°20'36" West, 121.85 feet; thence South 23°38'00" East, 45.70 feet; thence South 68°07'00" West, 28.75 feet; thence South 23°38'00" East, 51.61 feet; thence North 75°38'35" East, 29.97 feet; thence South 23°38'00" East, 132.68 feet; thence North 66°12'00" East, 16.39 feet, more or less, to said 40 Acre line and said West line; thence South 0°08'50" East, 1025.87 feet along said 40 Acre line and said West line to a point which is North 31°40'53" West, 583.55 feet; more or less, from a Park City Monument on the Centerline of Daly Avenue; thence South 55°53'19" West, 19.14 feet; thence South 89°51'10" West, 10.52 feet; thence South 55°55'40" West, 420.90 feet, thence North 47°25'46" West, 2049.91 feet; thence North 33°32'19" East, 1004.37 feet; thence South 0°14'23" West, 219.85 feet; thence South 89°36'41" East, 1207.23 feet to the point of beginning.

Containing 57.982 Acres, more or less

(Basis of bearing for the above description is Park City Monuments at the Intersections of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

ROYAL STREET NORTH

Beginning at the center of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian said point being South 16°50'13" East, 74.98 feet, more or less, from a Park City Monument at the Intersection of Lowell Avenue and Shepard Street and running thence South 0°14'23" West, 990.19 feet; thence South 33°32'19" West, 1072.54 feet; thence North 47°25'46" West, 369.11 feet; thence North 33°34'45" East, 86.67 feet; thence North 3°36'05" West, 180.42 feet; thence North 7°36'15" West, 163.67 feet; thence North 7°15'15" West, 383.62 feet; thence North 7°46'15" West, 382.64 feet; thence North 16°05'15" West, 185.87 feet; thence North 18°30'25" West, 183.86 feet; thence North 8°13'03" West, 107.33 feet to the East-West 1/4 section line of Section 16 said point being East, 1558.23 feet and South, 2626.29 feet, more or less, from the Northwest corner of Section 16; thence North 89°56'30" East, 1078.99 feet along said 1/4 Section line to the point of beginning.

Containing 32.469 Acres, more or less

(Basis of bearing for the above description is the Park City Monuments at the Intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

January 17, 1985

BUTKOVICH NORTH

Beginning at the center of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian said point being South $16^{\circ}50'13''$ East, 74.98 feet, more or less, from a Park City Monument at the Intersection of Lowell Avenue and Shepard Street and running thence South $35^{\circ}16'39''$ East 42.58 feet to a point of curvature of a 125.00 foot radius curve to the left (radius point bears North $54^{\circ}04'32''$ East); thence Southeasterly and Northeasterly along the arc of said curve 255.63 feet (Delta = $117^{\circ}10'13''$); thence South $57^{\circ}40'08''$ East, 204.42 feet; thence North $60^{\circ}08'27''$ East, 11.21 feet; thence South $38^{\circ}06'27''$ East, 39.16 feet; thence North $59^{\circ}47'16''$ East, 30.78 feet; thence South $23^{\circ}38'00''$ East, 90.12 feet to a point which is South $23^{\circ}38'00''$ East, 50.00 feet, South $66^{\circ}22'00''$ West, 125.00 feet and North $23^{\circ}38'00''$ West, 5.76 feet, more or less, from the Southwest Corner of Block 26, Park City Survey, Amended Plat, also being North $28^{\circ}45'41''$ West, 156.08 feet, South $66^{\circ}22'00''$ West, 473.11 feet and North $23^{\circ}38'00''$ West 5.76 feet, more or less, from a Park City monument at the intersection of Park Avenue and Heber Avenue; thence South $33^{\circ}32'19''$ West, 924.48 feet; thence North $0^{\circ}14'23''$ East, 990.19 feet to the point of beginning.

Containing 6.072 Acres, more or less.

(Basis of bearing for the above description is the Park City Monuments at the intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South $23^{\circ}38'00''$ East)

GPCC PARCEL

Beginning at the Southeast corner of Lot 21, Block 30, Park City Survey, Amended Plat said point being South 23°38'00" East, 265.00 feet and South 66°40'00" West, 299.77 feet from a Park City Monument at the intersection of Park Avenue and 4th Street and running thence South 66°40'00" West, 55.39 feet, more or less, to a North-South 40 Acre Line and the West Line of the Park City Townsite; thence North 0°08'50" West, 138.99 feet, more or less, along said 40 acre Line and said West Line; thence South 23°38'00" East, 127.77 feet to the point of beginning.

Containing 0.081 Acres, more or less

(Basis of bearing for the above description is Park City Monuments at the Intersections of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

ANDERSON

Beginning at the Southwest corner of Lot 7, Block 29, Park City Survey in Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian said point being North $23^{\circ}38'00''$ West, 270.94 feet, and South $66^{\circ}22'00''$ West, 300.00 feet, more or less, from a Park City Monument at the intersection of Park Avenue and 4th Street and running thence North $23^{\circ}38'00''$ West, 300.00 feet; thence South $66^{\circ}22'00''$ West, 75.00 feet to Norfolk Avenue; thence South $23^{\circ}38'00''$ East, 300.00 feet along Norfolk Avenue; thence North $66^{\circ}22'00''$ East, 75.00 feet to the point of beginning.

Containing 0.517 Acres, more or less

(Basis of bearing for the above description is Park City Monuments at the intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South $23^{\circ}38'00''$ East)

KEATING

Beginning at the Southwest corner of Lot 1, Block 28, Park City Survey said point being North 23°38'00" West, 625.94 feet and South 66°22'00" West, 300.00 feet, more or less, from a Park City Monument of the intersection of Park Avenue and 4th Street and running thence South 66°22'00" West, 75.00 feet; thence North 23°38'00" West, 351.13 feet; thence North 66°52'00" East, 75.00 feet to the Northwest Corner of Lot 14 said Block 28; thence South 23°38'00" East, 300.00 feet; thence South 66°52'00" West, 25.00 feet; thence South 23°38'00" East, 25.00 feet; thence North 66°52'00" East, 25.00 feet; thence South 23°38'00" East, 25.48 feet to the point of beginning.

Containing 0.590 Acres, more or less

Also; beginning at the Southwest corner of Lot 19, Block 29, Park City Survey in Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian said point being North 23°38'00" West, 570.94 feet and South 66°22'00" West, 300.00 feet, more or less, from a Park City Monument at the intersection of Park Avenue and 4th Street and running thence North 23°38'00" West, 25.00 feet; thence South 66°22'00" West, 75.00 feet to Norfolk Avenue; thence South 23°38'00" East, 25.00 feet along Norfolk Avenue; thence North 66°22'00" East, 75.00 feet to the point of beginning.

Total: Containing 0.043 Acres, more or less
 Containing 0.633 Acres, more or less

(Basis of bearing for the above description is Park City Monuments at the intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

TRAM RIGHT-OF-WAY ROYAL STREET

A 50 foot wide Parcel 23 feet Northwest of the Old Tram Right-of-way being more particularly described as follows:

Beginning at a point which is South 23°38'00" East, 50.00 feet, South 66°22'00" West, 41.69 feet and South 33°32'19" West, 1067.48 feet, more or less, from the Southwest corner of Block 26, Park City Survey, Amended Plat, also being North 28°45'41" West, 156.08 feet, South 66°22'00" West, 389.86 feet and South 33°32'19" West, 1067.48 feet, more or less, from a Park City Monument at the Intersection of Park Avenue and Heber Avenue and running thence South 33°32'19" West, 1004.37 feet; thence North 47°25'46" West, 50.63 feet to a point which is South 89°56'30" West, 596.72 feet and South 1883.54 feet from the center of Section 16, Township 2 south, Range 4 East, Salt Lake Base and Meridian; thence North 33°32'19" East, 1072.54 feet; thence South 0°14'23" West, 91.07 feet to the point of beginning.

Containing 1.192 Acres, more or less

(Basis of bearing for the above description is the Park City Monuments at the Intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

TRAM RIGHT-OF-WAY BUTKOVICH

A 50 foot wide parcel 23 feet Northwest of the Old Tram Right-of-way being more particularly described as follows:

Beginning at a point which is South $23^{\circ}38'00''$ East, 50.00 feet and South $66^{\circ}22'00''$ West, 41.69 feet, more or less, from the Southwest corner of Block 26, Park City Survey, Amended Plat, also being North $28^{\circ}45'41''$ West 156.08 feet and South $66^{\circ}22'00''$ West 389.80 feet, more or less, from a Park City Monument at the Intersection of Park Avenue and Heber Avenue and running thence South $33^{\circ}32'19''$ West, 1067.48 feet; thence North $0^{\circ}14'23''$ East, 91.07 feet to a point which is South $0^{\circ}14'23''$ East, 990.19 feet from the center of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence North $33^{\circ}32'19''$ East, 924.48 feet; thence South $23^{\circ}38'00''$ East, 5.76 feet; thence North $66^{\circ}22'00''$ East, 83.31 feet to the point of beginning.

Containing 1.138 Acres, more or less.

(Basis of bearing for the above description is the Park City Monuments at the Intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South $23^{\circ}38'00''$ East.)

NASTAR PARCEL

Beginning at a point which is South 4259.64 feet and East 1768.67 feet from the Northwest corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence North 33°34'45" East, 86.67 feet; thence North 3°36'05" West, 180.42 feet; thence North 7°36'15" West, 163.67 feet; thence North 7°15'15" West, 383.62 feet; thence North 7°46'15" West, 382.64 feet; thence North 16°05'15" West, 185.87 feet; thence North 18°30'25" West, 183.86 feet; thence North 8°13'03" West, 107.33 feet, more or less, to the East-West 1/4 Section Line of Section 16 said point being South 89°56'30" West, 1078.99 feet, more or less, from the center of Section 16 also being South 86°03'27" West, 1059.78 feet from a Park City Monument at the Intersection of Lowell Avenue and Sheppard Street; thence South 89°56'30" West, 2.17 feet along said 1/4 Section line; thence South 2°31'24" East, 503.18 feet; thence South 8°56'27" West, 845.30 feet; thence South 47°25'46" East, 437.00 feet to the point of beginning.

Containing 6.427 Acres, more or less

(Basis of bearing for the above description is Park City Monuments at the Intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

LOWELL-EMPIRE SWITCHBACK

Beginning at the Center of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian said point being South 16°50'13" East, 74.98 feet, more or less, from a Park City Monument at the Intersection of Lowell Avenue and Shepard Street and running thence North 89°56'24" East, 61.10 feet; thence South 35°55'28" East, 6.77 feet to a point of curvature of a 75.00 foot radius curve to the left (radius point bears North 54°04'32" East); thence Easterly along the arc of said curve 148.30 feet (Delta=113°17'34"); thence North 89°56'24" East, 54.55 feet to a point on a 125.00 foot radius curve to the right (radius point bears North 72°08'41" West); thence Westerly along the arc of said curve 275.37 feet (Delta=126°13'13"); thence North 35°16'39" West 42.58 feet to the point of beginning.

Containing 0.272 Acres, more or less

(Basis of bearing for the above description is Park City Monuments at the intersections of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

LOWELL-EMPIRE PARCEL

Beginning at a point on the East-West 1/4 Section line of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian said point being North 89°56'24" East, 61.10 feet from the center of Section 16 also being South 49°06'59" East, 109.55 feet from a Park City Mounument at the Intersection of Lowell Avenue and Shepard Street and running thence North 89°56'24" East, 129.14 feet along said 1/4 Section line to a point on a 75.00 foot radius curve to the right (radius point bears North 59°13'02" West); thence Southwesterly and Northwesterly along the arc of said curve 148.30 feet (Delta = 113°17'34"); thence North 35°55'28" West, 6.77 feet, more or less, to the point of beginning.

Containing 0.077 Acres, more or less

(Basis of bearing for the above description is the Park City monuments at the Intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

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FLETCHER HILLSIDE PARCEL

Beginning at a point on the East-West 1/4 section line of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian said point being North 89°56'24" East, 244.79 feet, more or less from the center of Section 16 also being South 74°58'49" East, 275.94 feet from a Park City Monument at the intersection of Lowell Avenue and Shepard Street and running thence North 89°56'24" East, 141.17 feet along said 1/4 section line; thence South 27°00'12" East, 15.89 feet; thence South 42°57'14" East 3.40 feet; thence South 55°53'00" West, 93.90 feet; thence North 57°40'08" West, 95.23 feet to a point on a 125.00 foot radius curve to the left (radius point bears North 63°05'41" West); thence Northeasterly along the arc of said curve 19.74 feet (Delta = 9°03'00") to the point of beginning.

Containing 0.154 Acres, more or less

(Basis of bearing for the above description is the Park City monuments at the Intersections of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

January 17, 1985

TOTAL HURLEY CORNER

Beginning at a point on the East-West 1/4 section line of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian said point being North 89°56'24" East, 385.96 feet, more or less, from the center of Section 16 also being South 80°04'16" East, 413.87 feet from a Park City Monument at the Intersection of Lowell Avenue and Shepard Street and running thence North 89°56'24" East, 160.77 feet; thence South 23°38'00" East, 89.38 feet; thence South 66°22'00" West, 50.00 feet; thence South 62°50'00" West, 36.54 feet; thence South 63°20'00" West, 20.27 feet; thence South 29°10'28" East, 0.71 feet; thence South 59°47'16" West, 49.26 feet; thence North 38°06'27" West, 39.16 feet; thence South 60°08'27" West, 11.21 feet; thence North 57°40'08" West, 109.20 feet; thence North 55°53'00" East, 93.90 feet; thence North 42°57'14" West, 3.40 feet; thence North 27°00'12" West, 15.89 feet to the point of beginning.

Containing 0.571 Acres, more or less.

(Basis of bearing for the above descriptions is the Park City Monuments at the Intersections of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

LOTS 4,5,& 6

The North 9 feet of Lot 4, and all of Lots 5 and 6, as platted on the Easterly end of Park City Lode Mining Claim Lot 633.

LANGE NORFOLK PARCEL

Beginning at a point which is North 23°38'00" West, 110.85 feet from the Northeast corner of Lot 32, Block 78, Park City Survey, Amended Plat also being South 23°38'00" East, 361.11 feet and South 66°12'00" West, 425.00 feet, more or less, from a Park City Monument at the Intersection of Park Avenue and 4th Street and running thence North 68°07'00" East, 26.16 feet, more or less, to a North-South 40 Acre Line and the West Line of the Park City Townsite; thence North 0°08'50" West, 59.84 feet, more or less, along said 40 Acre Line and said West Line; thence North 23°38'00" West, 2.35 feet; thence South 62°20'36" West, 50.12 feet; thence South 23°38'00" East, 52.92 feet to the point of beginning.

Containing 0.048 Acres, more or less

(Basis of bearing for the above description is the Park City monuments at the Intersections of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

B. SOILS

1. COALITION PROPERTIES

BY DAMES AND MOORE

April 21, 1980

DeLaMare-Woodruff, Architects &
Planners
307 West 200 South
Salt Lake City, Utah 84101

Attention: Mr. Gene Woodruff

Gentlemen:

Report
Preliminary Soil, Ground Water
and Foundation Study
Proposed Multi-family Residential
Structures
Coalition Building and Adjacent
Properties
Park Avenue and 8th Street
Park City, Utah
For Jack Sweeney Properties

INTRODUCTION

This report presents the results of our preliminary soils, ground water and foundation study performed on the properties located east and west of Park Avenue at 8th Street near the Coalition Mine Building in Park City, Utah. A layout of the site area showing existing and proposed structures, roadways, property boundaries and the location of exploration test pits excavated in conjunction with this study is presented on Plate 1, Plot Plan.

During the course of this study preliminary conclusions and recommendations were presented verbally to Mr. Gene Woodruff.

PURPOSE AND SCOPE

The purpose and scope of this study were planned in discussions between Gene Woodruff, Architect, and Mr. Bill Gordon of Dames & Moore. The purpose of this study was to evaluate the subsurface soil and ground water conditions at the site, and, based upon those findings, provide preliminary development (earthwork, foundation and dewatering) recommendations. In accomplishing this purpose, the following scope was performed:

1. A field program consisting of the excavation, logging and sampling of five test pits within the site area, ranging in depth from 6.5 to 10.0 feet.
2. An office program consisting of the correlation of available data and the preparation of this summary report.

PROPOSED CONSTRUCTION

Development covered by this study is to include the construction of multiple family housing units in the properties located on both sides of Park Avenue at 8th Street in Park City, Utah.

The housing units will generally consist of three to four total levels with a minimum of one subgrade parking level. At the present time, it is planned that the lower below-grade level be of reinforced concrete construction with the upper levels being of wood-frame construction with possibly some brick veneer.

Detailed information pertaining to loads is not available; however, we estimate that maximum wall and column loads will be on the order of 3 to 5 kips per lineal foot and 40 kips, respectively.

Site development will consist predominantly of excavation for the parking level.

SITE CONDITIONS

SURFACE

The overall site area consists of two building lots located on opposite sides of Park Avenue, as shown on Plate 1. The individual lots are approximately 150 by 200 feet and 150 by 260 feet in plan dimensions for the western and eastern lots, respectively. At the time of our field investigation, the lots were blanketed with deep snow and little information could be obtained regarding the surficial conditions of the site.

The old Coalition Mine Building is located within the boundaries of the eastern lot, as shown on Plate 1. The eastern lot has minimal topographic relief, with Silver Creek located just off the eastern boundary. The western lot slopes downward to the west and has an old shed located in the southeast corner and an old tram tower within the southwest corner. Detailed topographical data for the site area are not currently available.

SUBSURFACE

FIELD EXPLORATION

The subsurface soil and ground water conditions across the site area were explored by excavating five test pits with a

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track-mounted hydraulic backhoe to depths of six and one-half to ten feet below the existing grade. The locations of the exploration test pits are referenced on Plate 1.

The field portion of our study was under the direct control and supervision of an experienced member of our geotechnical staff. During the excavation operations, a continuous log of the excavation operations and the subsurface conditions encountered was maintained. In addition, disturbed samples were obtained for subsequent laboratory examination. Undisturbed samples could not be obtained because of the coarse granular nature of the soils. Soils were classified in the field based upon visual and textural examination. These classifications were later supplemented by subsequent inspection in our laboratory.

SOIL CONDITIONS

The results of our field investigation indicate that the subsurface soils underlying the site area, both lots, consist primarily of reddish-brown, fine to coarse sand and gravel with occasional cobbles and boulder-size rocks. The soils grade from silty in the vicinity of Silver Creek to primarily clayey in the lot to the west of Park Avenue. The soils have been classified as either medium dense or medium stiff and will provide more than adequate support for proposed foundations.

In Test Pits 4 and 5, the natural sand and gravel soils are overlain by a 2.5 to 3.0 foot surficial layer of dark brown, clayey silt with some fine to coarse sand and gravel. The upper four

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inches contain the major root mat and have been classified as topsoil. In Test Pit 2, a surficial 3.0 foot layer of fill was encountered which consists of a dark brown, medium dense silty fine to coarse sand and gravel with traces of metal and wood debris.

A tabulated summary of the soil types encountered in the test pits is presented below:

Test Pit Number 1

<u>Depth</u>	<u>Soil Description</u>
0.0 to 8.0 feet	Reddish-brown silty fine to coarse sand and gravel with occasional cobbles and boulders. Medium dense - (SM/GM)

NOTE: Ground water was not encountered.
Excavation of test pit difficult beyond a depth of six feet, due to cobbles.

Test Pit Number 2

0.0 to 3.0 feet	Dark brown silty fine to coarse sand and gravel with traces of metal and wood debris. (Fill) Medium dense (SM/GM)
3.0 to 6.5 feet	Reddish-brown silty fine to coarse sand and gravel with occasional cobbles and boulders. Medium dense (SM/GM)

NOTE: Ground water was encountered at a depth of 4.5 feet below existing grade. Slotted PVC pipe was installed to record future ground water fluctuations.

Test Pit Number 3

<u>Depth</u>	<u>Soil Description</u>
0.0 to 8.0 feet	Reddish-brown silty fine to coarse sand and gravel with occasional cobbles and boulders - medium dense (SM/GM) NOTE: Ground water was recorded at a depth of 7.5 feet below the existing grade. Slotted PVC pipe was installed to a depth of 8.0 feet.

Test Pit Number 4

0.0 to 2.5 feet	Dark brown clayey silt with some fine to coarse sand and fine gravel - major roots to four inches (topsoil) - (fill) soft (ML)
2.5 to 10.0 feet	Reddish-brown clayey fine to coarse sand and gravel with occasional cobbles and boulders - medium stiff (SC/GC) NOTE: Ground water was encountered at a depth of 4.0 feet below the existing grade. Slotted PVC pipe was installed to a depth of 10.0 feet.

Test Pit Number 5

0.0 to 3.0 feet	Dark brown clayey silt with some fine to coarse sand and gravel (fill) - soft major roots to four inches (topsoil)
3.0 to 7.0 feet	Reddish-brown clayey fine coarse sand and gravel with occasional cobbles and boulders - medium stiff NOTE: Ground water was encountered at a depth of 5.5 feet below the existing grade

The soils were classified in accordance with the nomenclature presented on Plate 2, Unified Soil Classification System.

GROUND WATER CONDITIONS

Ground water conditions were monitored through the installation of slotted PVC pipe in the exploration test pits. A tabulation of the recorded water levels is presented below.

<u>Test Pit Number</u>	<u>Depth to water in feet</u>
1	Ground water not encountered
2	4.5
3	7.5
4	4.0
5	5.5

It should be noted that due to the proximity of Silver Creek, significant seasonal fluctuations in the ground water levels across the site area can be anticipated. It is estimated that these fluctuations could be on the order of 2.0 to 3.0 feet, with maximum levels occurring during the late spring and early summer months. It is our opinion that the levels presented above do not reflect maximum seasonal levels.

DISCUSSIONS AND RECOMMENDATIONS

GENERAL

Supporting data upon which our recommendations are based have been presented in the previous sections of this report. The recommendations presented herein are governed by the physical

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properties of the soils encountered in the exploration test pits and the projected ground water conditions, as well as the layout and design data discussed in the PROPOSED CONSTRUCTION section. If subsurface conditions other than those described herein are encountered in conjunction with construction, and/or if design and layout changes are initiated, Dames & Moore should be informed so that our recommendations can be reviewed.

Based upon the results of this study, it is our opinion that both lots are suitable for development. However, due to the relatively high permeability of the foundation soils and the high ground water levels encountered, it is recommended that the proposed structures be limited to one level of subgrade parking. Even by restricting construction to one level below grade, a subdrain system will be required.

Most design-and construction-related problems will be associated with the control of surface and ground water conditions. If possible, it is recommended that excavation operations be delayed at least until the mid-or late summer months when lower ground water levels will occur.

Support for the proposed structures can be continuous wall and spread foundations bearing upon the natural sand and gravel soils or upon replacement fill extending to those soils. The near-surface finer grained alluvial soils and man-made fill soils, although suitable for the support of floor slabs, are unsuitable for foundation support.

In the following section preliminary recommendations for a subsurface drainage system are presented. When final construction plans for the proposed structures become available, detailed discussions pertaining to earthwork, foundation design and installation can be provided.

SUBSURFACE DRAINAGE SYSTEM

The subsurface drainage system should consist of a drain placed around the perimeter of the building and one bisecting the long dimension of the building. The invert of the drains should be at least two feet below the proposed floor slab elevation.

The subsurface drains should consist of perforated four-inch plastic drainage pipe laid with a gradient not less than 0.4 percent. Proper design considerations should be observed during installation to minimize the possibility of long-term plugging of these drains. Such a design would include a drainage pipe having a maximum drainage hole diameter of three-eighths of an inch, and the placement of a suitable drainage envelope around the pipe. The aggregate comprising the drainage envelope should have a gradation such that particles do not migrate into the openings of the pipe. This material should be relatively clean, having less than five percent passing the No. 200 sieve, and should extend at least six inches horizontally, four inches below and twelve inches above the drain-pipe. A one-inch minus gravel is considered suitable for this installation. To reduce the possibility of long-term plugging of the drainage aggregate, the aggregate should be completely wrapped in a filter cloth such as Mirafi*, Bidim**, or equivalent.

Backfill above the wrapped gravel and extending at least 12 inches from the below-grade wall should consist of a free-draining sand and gravel. The upper two feet of backfill should, however, consist of relatively impermeable soil.

* Manufactured by Celanese Fibers Marketing Co.

** Manufactured by Monsanto Company

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For cleaning purposes, points of access to these drains will be required.

If relative elevations are such that the system cannot be gravity drained, the system will have to be pumped during periods of high ground water. At this time, a flow rate of 25 to 35 gallons per minute may be assumed for each site. This rate should be checked by monitoring ground water inflow during initial construction.

SPREAD AND CONTINUOUS WALL FOUNDATIONS

Foundations exposed to the full effects of frost should be established at least three feet below lowest adjacent final grade. Footings protected from the full effects of frost may be established at higher elevations, although a minimum depth of embedment of 15 inches is recommended for confinement purposes. Minimum recommended width of continuous wall footings is 18 inches. Isolated spread footings should be at least 24 inches wide.

Footings may be established upon the natural silty and clayey sands and gravels and/or replacement structural fill extending to the suitable soils. For preliminary design, a net bearing pressure of 3,000 pounds per square foot may be utilized for real load conditions. This value may be increased by 50 percent for total load conditions.

AT-GRADE SLAB

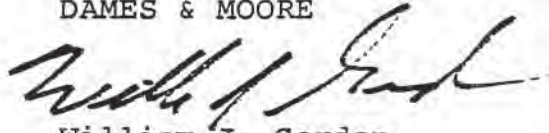
The parking level slab may consist of concrete or asphalt. In either case, the pavement should be immediately underlain by at least six inches of free-draining gravels.

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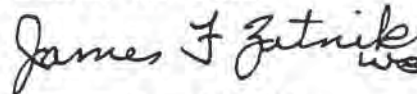
We appreciate the opportunity of performing this service for you. If you have any questions regarding this report or require additional information, please contact us.

Very truly yours,

DAMES & MOORE



William J. Gordon
Associate
Professional Engineer No. 3457
State of Utah



James F. Zitnik
Staff Engineer

WJG/JFZ/wb

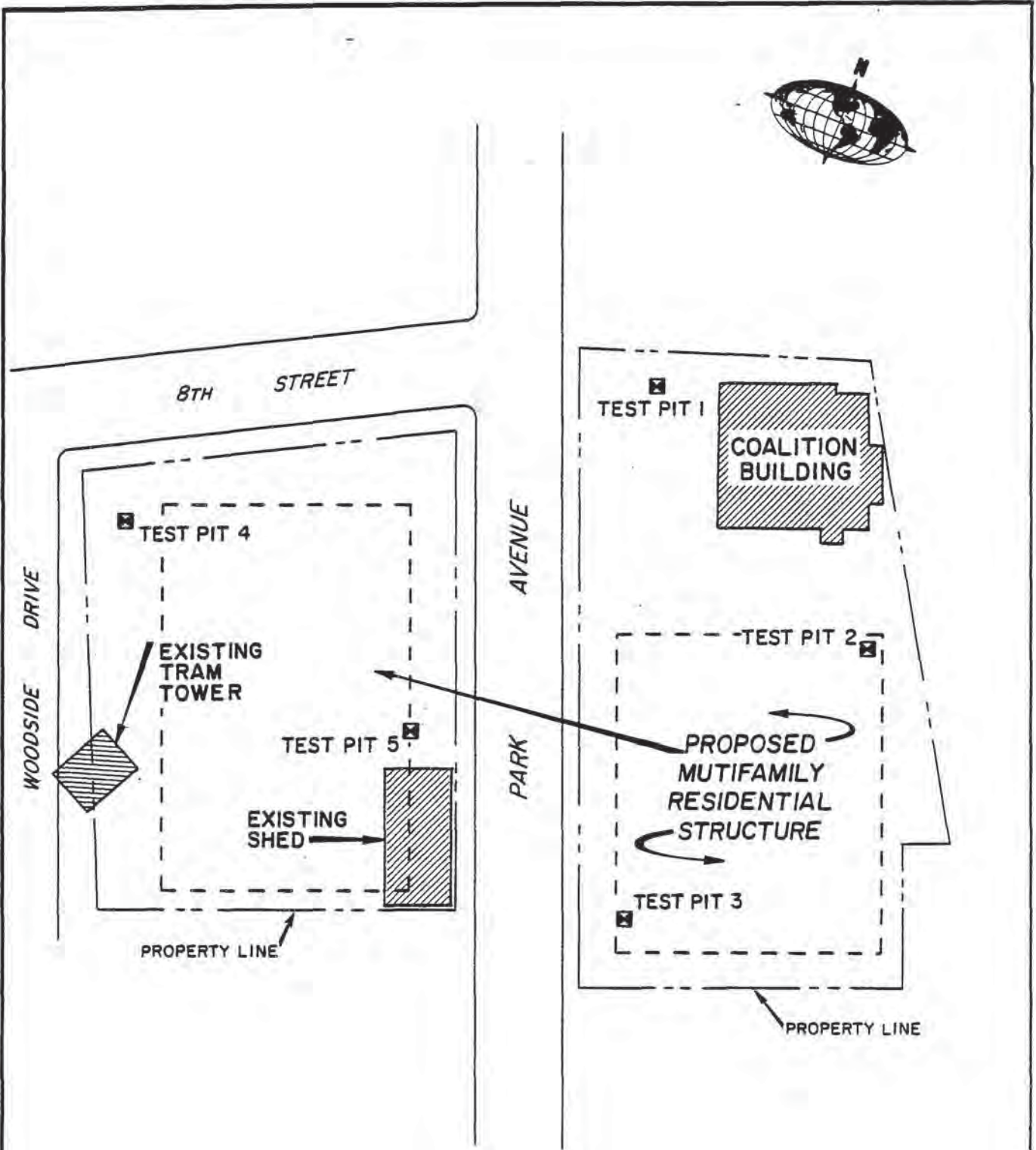
(2 copies submitted)

Attachments:

Plate 1 - Plot Plan
Plate 2 - Unified Soil Classification System

cc: Mr. Edward S. Sweeney
Biele, Haslam & Hatch
80 West Broadway, Suite 300
Salt Lake City, Utah 84101

REVISIONS BY _____ DATE _____
 FILE 11844-0071
 CHECKED BY WJL DATE 4/21/80
 BY WJL



PLOT PLAN

REFERENCE
 ADAPTED FROM PRELIMINARY
 PRINT SUPPLIED BY CLIENT.

MAJOR DIVISIONS			GRAPH SYMBOL	LETTER SYMBOL	TYPICAL DESCRIPTIONS	
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES	
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES	
	MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES	
				GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES	
	SAND AND SANDY SOILS	CLEAN SAND (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES	
				SP	POORLY-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES	
		MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND-SILT MIXTURES
					SC	CLAYEY SANDS, SAND-CLAY MIXTURES
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY	
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS	
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY	
	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS	
				CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS	
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS	

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS.

SOIL CLASSIFICATION CHART

UNIFIED SOIL CLASSIFICATION SYSTEM

2. HILLSIDE PROPERTIES
BY ROLLINS, BROWN & GUNNELL, INC.

ROLLINS, BROWN AND GUNNELL, INC.
PROFESSIONAL ENGINEERS

1435 W. 820 N.
P.O. Box 711
Provo, Utah
84601

JUNE 8, 1977

J. J. JOHNSON AND ASSOCIATES
1515 PARK AVENUE
PARK CITY, UT 84060

GENTLEMEN:

IN ACCORDANCE WITH YOUR REQUEST, A SOILS INVESTIGATION HAS BEEN COMPLETED AT THE SITE OF THE PROPOSED DEVELOPMENT KNOWN AS NORFOLK AVENUE. THIS INVESTIGATION WAS PERFORMED FOR THE PURPOSE OF DEFINING THE SUBSURFACE SOIL AND ROCK CONDITIONS THROUGHOUT THE PROJECT DEVELOPMENT SO THAT SATISFACTORY SUBSTRUCTURES AND SLOPE PROTECTION COULD BE DESIGNED FOR THE PROPOSED FACILITIES IN THIS AREA.

ACCESS TO THE HILLSIDE ABOVE THE ACTUAL DEVELOPMENT AREA WAS LIMITED BECAUSE OF THE DISTURBING EFFECTS WHICH THE SUBSURFACE INVESTIGATION WOULD HAVE ON THE NATURAL VEGETATIVE GROWTH ON THE HILLSIDE.

THE CONCLUSIONS AND RECOMMENDATIONS PRESENTED IN THE REPORT ARE NECESSARILY BASED UPON THE SUBSURFACE CONDITIONS THROUGHOUT THE DEVELOPMENT SITE. THE RESULTS OF THE INVESTIGATION ALONG WITH PERTINENT RECOMMENDATIONS RELATIVE TO SLOPE STABILITY, FOUNDATION DESIGN AND LATERAL EARTH PRESSURES ARE DISCUSSED IN THE FOLLOWING SECTIONS OF THIS REPORT.

1. SITE GEOLOGY AND THE SUBSURFACE SOIL CONDITIONS

THE CHARACTERISTICS OF THE SUBSURFACE SOILS THROUGHOUT THE DEVELOPMENT AREA WERE INVESTIGATED BY EXCAVATING 11 TEST PITS VARYING IN DEPTH FROM APPROXIMATELY 6 FEET TO 15 FEET BELOW THE EXISTING GROUND SURFACE. THE LOCATION OF THE TEST PITS IS PRESENTED IN FIGURE NO. 1 WHILE THE LOGS ARE PRESENTED IN FIGURES NO. 2 THROUGH NO. 7.

IN MOST OF THE TEST PITS, BEDROCK WAS ENCOUNTERED AT A DEPTH OF BETWEEN 7 AND 8 FEET BELOW GROUND SURFACE. HOWEVER, SOME EXCEPTIONS TO THIS GENERAL PATTERN ARE NOTED. IN TEST BORING NO. 2, THE OVERBURDEN EXTENDED TO A DEPTH OF NEARLY 15 FEET WHILE IN TEST BORING NO. 6, BEDROCK WAS ENCOUNTERED AT A DEPTH OF 2 FEET BELOW THE GROUND SURFACE.

THE SUBSURFACE PROFILE THROUGHOUT THE DEVELOPMENT SITE CAN GENERALLY BE DESCRIBED IN TERMS OF 4 ZONES, ZONE NO. 1 CONSISTS OF A BLACK SILTY TOPSOIL WHICH

SOILS INVESTIGATION

NORFOLK AVENUE
PARK CITY, UTAH

JUNE 1977

ROLLINS, BROWN AND GUNNELL, INC.
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EXTENDS TO A DEPTH OF BETWEEN 1.5 AND 3 FEET BELOW THE EXISTING GROUND SURFACE. THE SURFACE ZONE IS UNDERLAIN BY A GRANULAR ZONE VARYING IN DEPTH FROM 2 TO 7 FEET. THE GRANULAR ZONE IS COMPOSED OF ANGULAR FRAGMENTS IN A MATRIX OF SILT. THE ANGULAR FRAGMENTS VARY ALL THE WAY FROM SAND-SIZE PARTICLES THROUGH GRAVELS AND COBBLES. ZONE NO. 2 IS UNDERLAIN BY A MEDIUM PLASTIC CLAY OF VARIABLE THICKNESS WHICH EXTENDS TO THE BEDROCK SURFACE.

AT ALL LOCATIONS ENCOUNTERED DURING THIS INVESTIGATION, THE CLAY WAS IN A MEDIUM TO STIFF CONDITION. IT SHOULD BE NOTED THAT THE CLAY ZONE IS ABSENT IN TEST HOLES NO. 1, 3, 4, 6, 8 AND 9. HOWEVER, THE CLAY EXISTS IN A SUFFICIENT NUMBER OF TEST HOLES THROUGHOUT THE SITE THAT ITS PRESENCE IN THE AREA CANNOT BE NEGLECTED.

THE BEDROCK UNDERLYING THE OVERBURDEN MATERIAL IS KNOWN AS THE WEBER QUARTZITE FORMATION. IN GENERAL, THE WEBER QUARTZITE FORMATION IS A PALE GRAY TO TAN QUARTZITE AND LIMY SANDSTONE WITH SOME INTERBEDDED GRAY AND WHITE LIMESTONE AND DOLEMITIC LAYERS. AT THE PROPOSED DEVELOPMENT, THE WEBER QUARTZITE FORMATION EXPOSED IN THE TRENCHES ALL SHOWED THE BEDROCK TO BE A LIGHT GRAY QUARTZITE. FROM A STRUCTURAL STANDPOINT, THE DEVELOPMENT SITE IS LOCATED ON THE NORTHWEST LIMB OF THE PARK CITY ANTICLINE. THE PARK CITY ANTICLINE PLUNGES TO THE NORTHEAST WITH THE NORTHWEST LIMB HAVING A STRATIGRAPHIC DIP TO THE NORTHWEST. THE STRIKE OF THE WEBER QUARTZITE VARIES BETWEEN NORTH 30° WEST TO NORTH 45° WEST WITH A DIP BETWEEN 5° AND 20° TO THE NORTHWEST. ALL JOINT SETS OBSERVED THROUGHOUT THE DEVELOPMENT AREA ESSENTIALLY HAVE HIGH DIP ANGLES INTO THE MOUNTAIN. ONE JOINT SET, HOWEVER, WAS OBSERVED WHICH HAS A LOW ANGLE DIP TOWARD THE MOUNTAIN.

THE RESULTS OF THIS INVESTIGATION INDICATE THAT THERE IS NO APPARENT JOINT SET WHICH WILL CAUSE SLIPPAGE DOWN THE SLOPE OF THE MOUNTAIN. HOWEVER, THE HIGH ANGLE JOINTS WILL CAUSE SOME FALLOUT ON ANY VERTICAL WALL OUT PERPENDICULAR TO THE FACE OF THE MOUNTAIN. THE JOINT PATTERN EXPOSED IN THE ADIT ABOVE NORFOLK AVENUE IS PRESENTED IN FIGURE NO. 8. THE SYMBOLS DESIGNATING THE STRIKE AND THE DIP OF THE JOINT SETS ARE SEPARATED ON THE DIAGRAM FOR ILLUSTRATION PURPOSES.

DURING THE EXCAVATION OF THE TEST PITS THROUGHOUT THE DEVELOPMENT AREA, IN-PLACE DENSITY TESTS WERE PERFORMED AT THREE-FOOT INTERVALS AND MINIATURE VANE SHEAR TESTS WERE PERFORMED IN THE CLAY MATERIALS. THE RESULTS OF THE IN-PLACE DENSITY TESTS ARE PRESENTED ON THE BORING LOGS, AND IT WILL BE OBSERVED THAT THE IN-PLACE DRY DENSITY OF THE GRANULAR MATERIAL VARIED FROM 112 POUNDS PER CUBIC FOOT TO 119 POUNDS PER CUBIC FOOT, WHILE THE CLAY MATERIAL VARIED FROM 93 TO 95 POUNDS PER CUBIC FOOT.

THE MINIATURE VANE SHEAR TESTS PROVIDE AN INDICATION OF THE UNDRAINED SHEARING STRENGTH OF THE CLAY MATERIALS. THE MINIATURE VANE SHEAR TESTS ARE DESIGNATED AS THE TORVALE VALUE ON THE TEST FIT LOGS AND ARE SPECIFIED IN TERMS OF TONS PER SQUARE FOOT. THE RESULTS OF THE MINIATURE VANE SHEAR TESTS INDICATE THAT THE SUBSURFACE CLAYS ARE IN A MEDIUM TO STIFF CONDITION.

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EACH SAMPLE OBTAINED IN THE FIELD WAS SUBSEQUENTLY CLASSIFIED IN THE LABORATORY ACCORDING TO THE UNIFIED SOIL CLASSIFICATION SYSTEM. THE SYMBOL DESIGNATING THE SOIL TYPE ACCORDING TO THIS SYSTEM IS PRESENTED ON THE BORING LOGS. A DESCRIPTION OF THE UNIFIED SOIL CLASSIFICATION SYSTEM IS PRESENTED IN FIGURE NO. 9 AND THE FULL MEANING OF THE VARIOUS SOIL SYMBOLS CAN BE OBTAINED FROM THIS FIGURE.

2. SLOPE STABILITY CONSIDERATIONS

BASED UPON THE TOPOGRAPHIC MAP FURNISHED OUR ORGANIZATION, THE AVERAGE SLOPE THROUGHOUT THE DEVELOPMENT AREA IS APPROXIMATELY 2 HORIZONTAL TO 1 VERTICAL. IN ORDER TO PERFORM A RIGOROUS STABILITY ANALYSIS AT THIS SITE, IT WOULD BE NECESSARY TO DETERMINE THE SOIL PROFILE OF THE ENTIRE HILLSIDE ABOVE THE DEVELOPMENT AREA, SINCE IT WAS NOT POSSIBLE TO EXCAVATE TEST PITS UP THE HILLSIDE DUE TO ENVIRONMENTAL CONSIDERATIONS, THE STATEMENTS MADE IN THIS SECTION OF THE REPORT ARE OF NECESSITY BASED UPON THE CONDITIONS WHICH EXIST IN THE DEVELOPMENT AREA.

THE RESULTS OF THE GEOLOGICAL INVESTIGATION INDICATE THAT THERE IS NO TENDENCY FOR ANY SLIDE TO OCCUR WITHIN THE ROCK MASS ALONG THE FACE OF THE SLOPE IN THIS AREA AND THAT ANY FAILURE THAT MAY OCCUR WILL TAKE PLACE IN THE OVERBURDEN MATERIAL.

IN ATTEMPTING TO OBTAIN AN ESTIMATE OF THE STABILITY CONDITIONS FOR THE OVERBURDEN MATERIAL AT THE SITE, TWO CASES HAVE BEEN CONSIDERED. CASE NO. 1 ASSUMES AN INFINITE SLOPE WITH A DEPTH OF COHESIONLESS SOIL EQUAL TO APPROXIMATELY 8 FEET. SOIL PARAMETERS OBTAINED DURING THE FIELD AND LABORATORY INVESTIGATION HAVE BEEN USED IN THE STABILITY ANALYSIS FOR THIS CASE. A FRICTION ANGLE OF 34° AND A SATURATED UNIT WEIGHT OF 133 POUNDS PER CUBIC FOOT HAVE BEEN USED IN THE ANALYSIS. IF THE ENTIRE MASS OF GRANULAR MATERIAL ABOVE THE BEDROCK IS ASSUMED TO BE SATURATED WITH SEEPAGE OCCURRING PARALLEL TO THE SLOPE, THE RESULTS OF OUR ANALYSIS INDICATE THAT A FACTOR OF SAFETY OF 0.70 WOULD OCCUR FOR THIS SITE. FAILURE CONDITIONS WOULD OBVIOUSLY OCCUR UNDER THE STIPULATED CONDITIONS.

IF THE OVERBURDEN MATERIAL IS LESS THAN SATURATED WITH NO SEEPAGE OCCURRING PARALLEL TO THE SLOPE, THE RESULTS OF THE STABILITY ANALYSIS INDICATE A FACTOR OF SAFETY OF 1.40. IT IS ALSO APPARENT THAT THE HILLSIDE WOULD BE STABLE UNDER THESE CONDITIONS.

CASE NO. 2 CONSIDERS THE OVERBURDEN MATERIAL TO CONSIST OF CLAY HAVING THE CHARACTERISTICS OF THE CLAY MATERIAL OBSERVED IN THE LOWER PORTION OF THE SOIL PROFILE AT THE SITE. THE RESULTS OF A STABILITY ANALYSIS PERFORMED FOR THIS CONDITION ASSUMING THE CLAY TO BE NEAR SATURATED, BUT WITH NO SEEPAGE PARALLEL TO THE HILLSIDE, INDICATES A FACTOR OF SAFETY OF GREATER THAN 2. IT IS APPARENT FROM THE ABOVE CONSIDERATIONS THAT THE STABILITY OF THE OVERBURDEN MATERIAL AT THIS LOCATION IS A BENEFITIVE FUNCTION OF SEEPAGE PARALLEL TO THE SLOPE. IF SEEPAGE CONDITIONS PARALLEL TO THE SLOPE CAN BE RESTRICTED, THE CALCULATIONS INDICATE THAT THE OVERBURDEN MATERIAL THROUGHOUT THE AREA

WOULD BE STABLE. OUR STUDY OF THE ENTIRE AREA THROUGHOUT THE DEVELOPMENT SITE INDICATES THAT NO SLIDES OR SLUMPS EXIST THROUGHOUT THE OVERBURDEN MATERIAL AND THAT THE HILLSIDE IS STABLE UNDER ITS EXISTING CONDITIONS.

IN ORDER TO INSURE STABILITY THROUGHOUT THE DEVELOPMENT AREA, WE RECOMMEND THAT ADEQUATE SUBSURFACE AND SURFACE DRAINAGE BE PROVIDED THROUGHOUT THE DEVELOPMENT AREA AND THAT ALL DISTURBANCE OF EXISTING SHRUBS AND OVERBURDEN MATERIAL BE MINIMIZED AS MUCH AS POSSIBLE. WE RECOMMEND THAT AN INTERCEPTOR DRAIN BE CONSTRUCTED UPHILL FROM THE PROPOSED DEVELOPMENT AREA TO RESTRICT DOWNHILL SEEPAGE. SUCH A FACILITY WILL NOT ONLY PREVENT WATER FROM FLOWING INTO THE DEVELOPMENT AREA, BUT IT WILL PROVIDE A MEANS WHEREBY WATER UPHILL FROM THE PROPOSED DEVELOPMENT CAN BE READILY INTERCEPTED AND REMOVED FROM THE SITE.

IN CONSTRUCTING ROADS AND HOUSES THROUGHOUT THE AREA, CARE SHOULD BE TAKEN TO MINIMIZE THE DISTURBANCE OF THE EXISTING VEGETATIVE COVER. WE ALSO RECOMMEND THAT ADEQUATE LATERAL SUPPORT BE PROVIDED IN ALL AREAS WHERE THE OVERBURDEN MATERIAL IS UNDER CUT.

IF THE ABOVE PRECAUTIONS ARE TAKEN, IT IS OUR OPINION THAT THE SLOPES AT THIS LOCATION WILL REMAIN STABLE DURING THE DEVELOPMENT OF THIS SITE.

3. FOUNDATION CONSIDERATIONS

IN ACCORDANCE WITH OUR RECOMMENDATIONS OUTLINED ABOVE, TO MINIMIZE THE DISTURBANCE OF THE EXISTING MATERIALS THROUGHOUT THE DEVELOPMENT AREA, WE RECOMMEND THAT THE STRUCTURES ERECTED AT THIS SITE BE STEPPED UP THE HILLSIDE IN SUCH A WAY THAT THE MAXIMUM CUT AT ANY LOCATION DOES NOT EXCEED 10 FEET AND THAT ALL FOUNDATIONS SUPPORTING THE STRUCTURES BE LOCATED ON BEDROCK. THE NORMAL CUT FOR THE PROPOSED FACILITY WOULD EXPOSE BEDROCK OVER A PORTION OF THE BUILDING AREA; HOWEVER, PIERS EXTENDING TO BEDROCK MAY BE REQUIRED AT OTHER LOCATIONS. ALLOWABLE SOIL BEARING PRESSURES OF 3 TO 4 TONS WOULD BE VERY CONSERVATIVE FOR THE ROCK EXISTING AT THIS LOCATION.

IT IS RECOGNIZED THAT THERE MAY BE SOME AREAS IN WHICH MINOR STRUCTURAL FOUNDATIONS WOULD BE LOCATED ON THE OVERBURDEN MATERIAL ABOVE THE BEDROCK. IN ORDER TO PROVIDE BASIC INFORMATION IN WHICH FOUNDATIONS IN THESE AREAS CAN BE PROPORTIONED, BEARING CAPACITY RECOMMENDATIONS ARE PROVIDED IN TABLE NO. 1. IN PROVIDING THE BEARING CAPACITY RECOMMENDATIONS, IT HAS BEEN ASSUMED THAT THE FOUNDATIONS WOULD BE LOCATED ON THE EXISTING SLOPES AND THAT THE DEPTH BELOW THE EXISTING GROUND SURFACE MAY VARY CONSIDERABLY. IT IS APPARENT FROM TABLE NO. 1 THAT THE ALLOWABLE SOIL BEARING PRESSURES FOR FOOTINGS PLACED ON THE SLOPE IS A FUNCTION OF THE WIDTH OF THE FOOTING AND THE DEPTH AT WHICH THE FOOTING IS PLACED BELOW THE ACTUAL GROUND SURFACE.

IN PREPARING TABLE NO. 1, CONSIDERATION HAS ALSO BEEN GIVEN TO DIFFERENTIAL SETTLEMENT. IF THE PROPOSED FACILITIES ARE DESIGNED IN ACCORDANCE WITH TABLE NO. 1,

THE MAXIMUM SETTLEMENT OF ANY FOOTING WILL NOT EXCEED ONE INCH AND DIFFERENTIAL SETTLEMENTS WILL NOT LIKELY EXCEED ONE-HALF INCH WHICH SHOULD BE TOLERABLE FOR THE PROPOSED FACILITY.

4. EXCAVATION PROCEDURES AND LATERAL EARTH PRESSURES

IT IS OUR UNDERSTANDING THAT NORFOLK AVENUE WILL BE CONSTRUCTED BY WIDENING AN EXISTING TRAIL THROUGHOUT THE PROPOSED DEVELOPMENT AREA. WE RECOMMEND THAT THE DEPTH OF THE CUT INTO THE HILLSIDE ALONG THE ROADWAY ALIGNMENT BE MINIMIZED BY FILLING DOWNHILL FOR A PORTION OF THE ROADWAY. THE NATURAL ANGLE OF REPOSE FOR THE QUARTZITE ROCK TO BE EXCAVATED ALONG THE ROADWAY ALIGNMENT WILL BE APPROXIMATELY 1.5 HORIZONTAL TO 1 VERTICAL. IF THE ROCK EXCAVATION IS PERFORMED IN SUCH A MANNER THAT THE CUT AND FILL IS BALANCED, THE DUMP ROCK SHOULD PROVIDE A STABLE ROADWAY ON THE DOWNHILL SIDE OF THE CROSS-SECTION.

PRIOR TO THE PLACEMENT OF ANY ROCK ALONG THE ALIGNMENT, WE RECOMMEND THAT ALL OF THE TOPSOIL EXISTING THROUGHOUT THE AREA BE REMOVED TO ELIMINATE THE POSSIBILITY OF SLIPPAGE ALONG THIS PLANE OF WEAKNESS. IT IS ALSO RECOMMENDED IN PLACEMENT OF THE ROCK FILL THAT IT BE DENSIFIED BY ROLLING THE MATERIAL WITH AT LEAST 4 PASSES OF A D8 CAT OR WITH 5 TO 6 PASSES WITH A VIBRATORY ROLLER HAVING A 10-TON VIBRATORY FORCE.

WE ALSO RECOMMEND THAT LATERAL RESTRAINT BE PROVIDED FOR THE OVERBURDEN MATERIAL LOCATED ABOVE THE BEDROCK SURFACE.

AS INDICATED EARLIER IN THE REPORT, THE BEDROCK THROUGHOUT THE SITE IS COMPETENT ROCK AND WILL STAND AT A NEAR VERTICAL SLOPE. IT IS OUR UNDERSTANDING THAT THE RESTRAINING FACILITY TO BE USED IN PROVIDING THE LATERAL RESTRAINT FOR THE OVERBURDEN MATERIALS WILL CONSIST OF 4 BY 6 WOODPILES IMBEDDED INTO THE ROCK ON THE INNER SIDE OF THE ROADWAY ALIGNMENT AND THAT LAGGING WILL BE PLACED BETWEEN THE WOOD PILES TO PROVIDE THE NECESSARY LATERAL SUPPORT.

IN DESIGNING THE PROPOSED EARTH RETAINING FACILITY, WE RECOMMEND THAT AN EARTH PRESSURE COEFFICIENT OF 0.4 BE USED TO DETERMINE THE LATERAL EARTH PRESSURES. WE ALSO RECOMMEND THAT THE BEDROCK SURFACE BE INCLINED SLIGHTLY IN ORDER TO PROVIDE A MORE AESTHETIC AND EFFICIENT DESIGN FOR THE PILE SECTIONS. IT MAY BE NECESSARY TO ANCHOR THE PILE SECTIONS AT THE TOP OF THE PILE IN ORDER TO RESIST THE APPLIED MOMENT. THIS COULD BE PERFORMED IN A RELATIVELY SIMPLE MANNER BY EXTENDING A CABLE FROM THE PILE SUPPORTS TO THE BEDROCK IN THE HILLSIDE.

5. The Results of Field and Laboratory Tests

A NUMBER OF FIELD AND LABORATORY TESTS HAVE BEEN PERFORMED DURING THIS INVESTIGATION TO DEFINE THE CHARACTERISTICS OF THE SUBSURFACE MATERIAL THROUGHOUT THE

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AREA. THESE TESTS INCLUDE: IN-PLACE UNIT WEIGHT, NATURAL MOISTURE CONTENT, ATTERBERG LIMITS, MECHANICAL ANALYSIS, AND UNCONFINED COMPRESSIVE STRENGTH. A SUMMARY OF ALL TEST DATA PERFORMED DURING THE INVESTIGATION IS PRESENTED IN TABLE NO. 2, SUMMARY OF TEST DATA. IT WILL BE OBSERVED THAT THE UNCONFINED COMPRESSIVE STRENGTH OF THE CLAY LAYER UNDERLYING THE GRANULAR MATERIAL IN THE SOIL PROFILE VARIES FROM 2738 POUNDS PER SQUARE FOOT TO 3435 POUNDS PER SQUARE FOOT.

AS INDICATED EARLIER IN THE REPORT, THE CLAY IS IN A RELATIVELY STIFF CONDITION AND IS CAPABLE OF SUPPORTING MODERATE LOAD INTENSITIES.

ATTERBERG LIMITS PERFORMED ON THE CLAY MATERIAL INDICATE THAT IT CLASSIFIED GENERALLY AS A CL-2 MATERIAL ACCORDING TO THE UNIFIED SOIL CLASSIFICATION SYSTEM. THIS MEANS THAT THE MATERIAL HAS MEDIUM PLASTIC CHARACTERISTICS AND MAY POSSESS SOME SLIGHT SWELL POTENTIAL IF IT IS PERMITTED TO ABSORB MOISTURE. THIS MATERIAL IS SUFFICIENTLY PLASTIC THAT IT SHOULD NOT BE USED FOR ANY KIND OF BACKFILLING OPERATIONS BEHIND RETAINING FACILITIES.

IN AREAS WHERE THE NATURAL MATERIAL WILL EXIST ADJACENT TO EARTH RETAINING STRUCTURES, WE RECOMMEND THAT IT BE EXCAVATED AND REPLACED WITH GRANULAR MATERIAL.

THE IN-PLACE DENSITY OF THE NATURAL GRANULAR MATERIAL IS RELATIVELY HIGH, AND THE STRENGTH CHARACTERISTICS OF THIS MATERIAL ARE REASONABLY GOOD.

THE CONCLUSIONS AND RECOMMENDATIONS PRESENTED IN THIS REPORT ARE BASED UPON THE RESULTS OF THE FIELD AND LABORATORY TESTS WHICH, IN OUR OPINION, DEFINE THE CHARACTERISTICS OF THE SUBSURFACE MATERIAL IN THE DEVELOPMENT AREA IN A REASONABLE MANNER. THE CHARACTERISTICS OF THE OVERBURDEN MATERIAL, HOWEVER, UPHILL FROM THE DEVELOPMENT AREA ARE UNKNOWN.

PLEASE ADVISE US IF THERE ARE ANY QUESTIONS RELATIVE TO THE INFORMATION CONTAINED HEREIN.

YOURS TRULY,

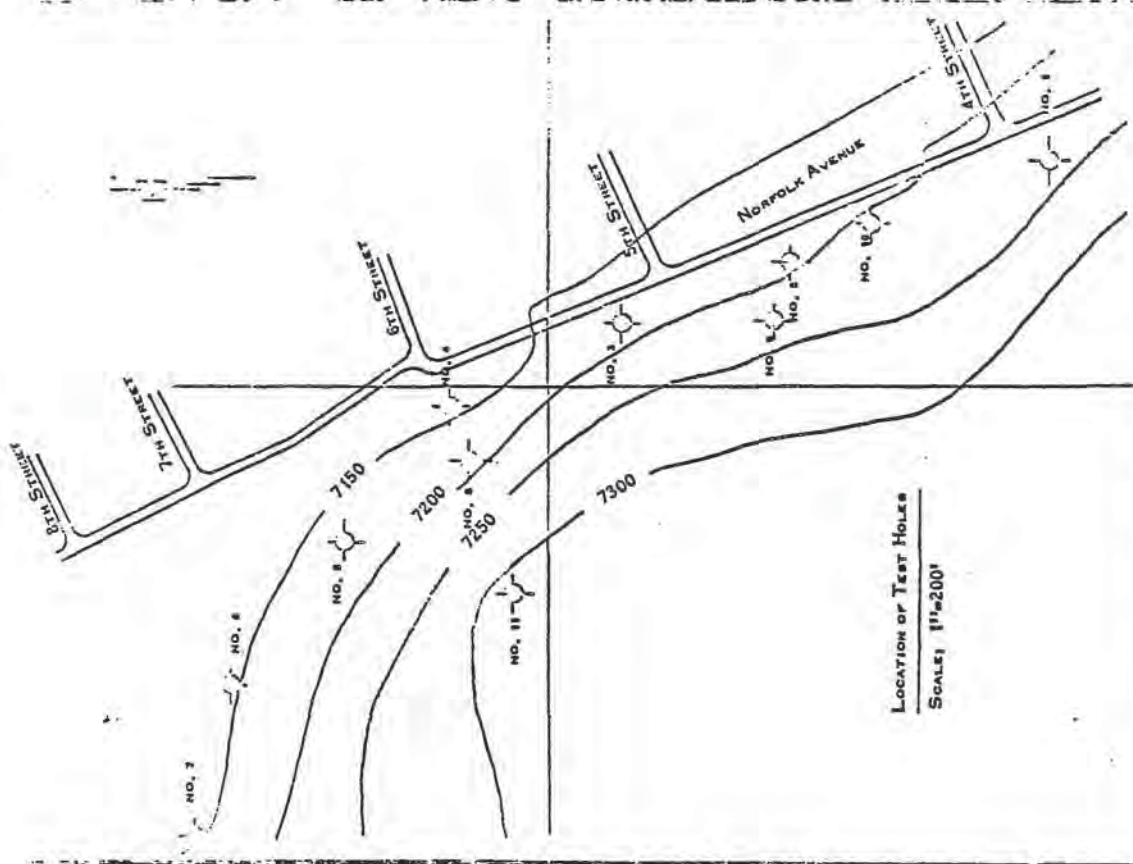
ROLLINS, BROWN AND GUNNELL, INC.

Ralph L. Rollins

RALPH L. ROLLINS

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ENCLOSURES

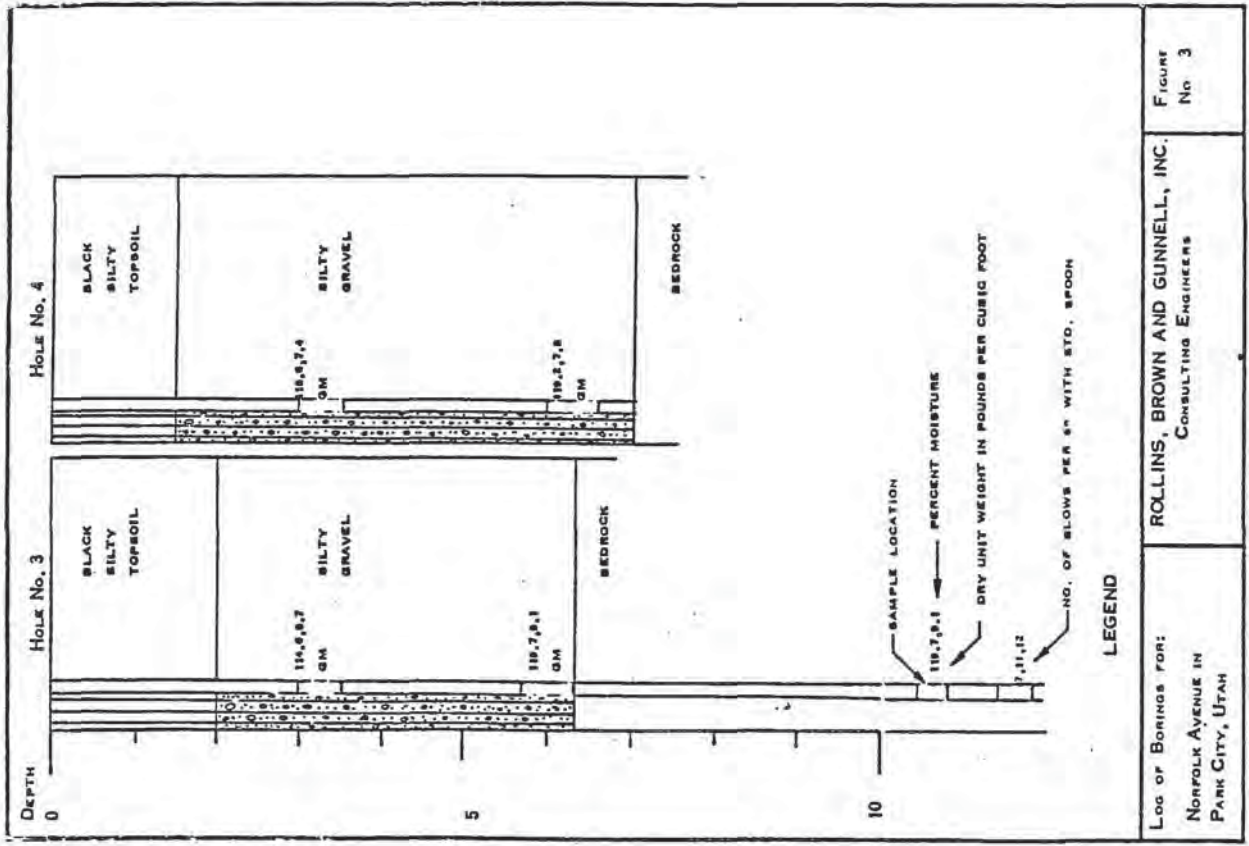
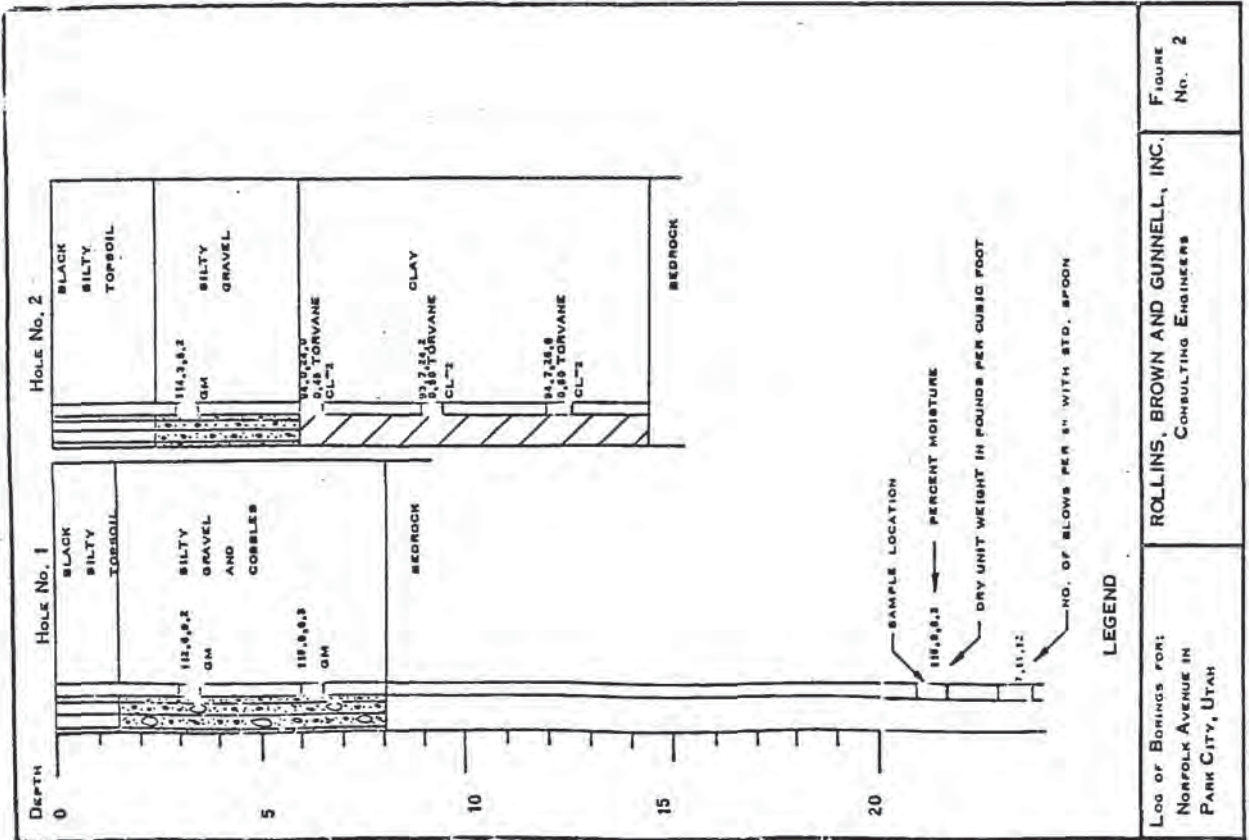


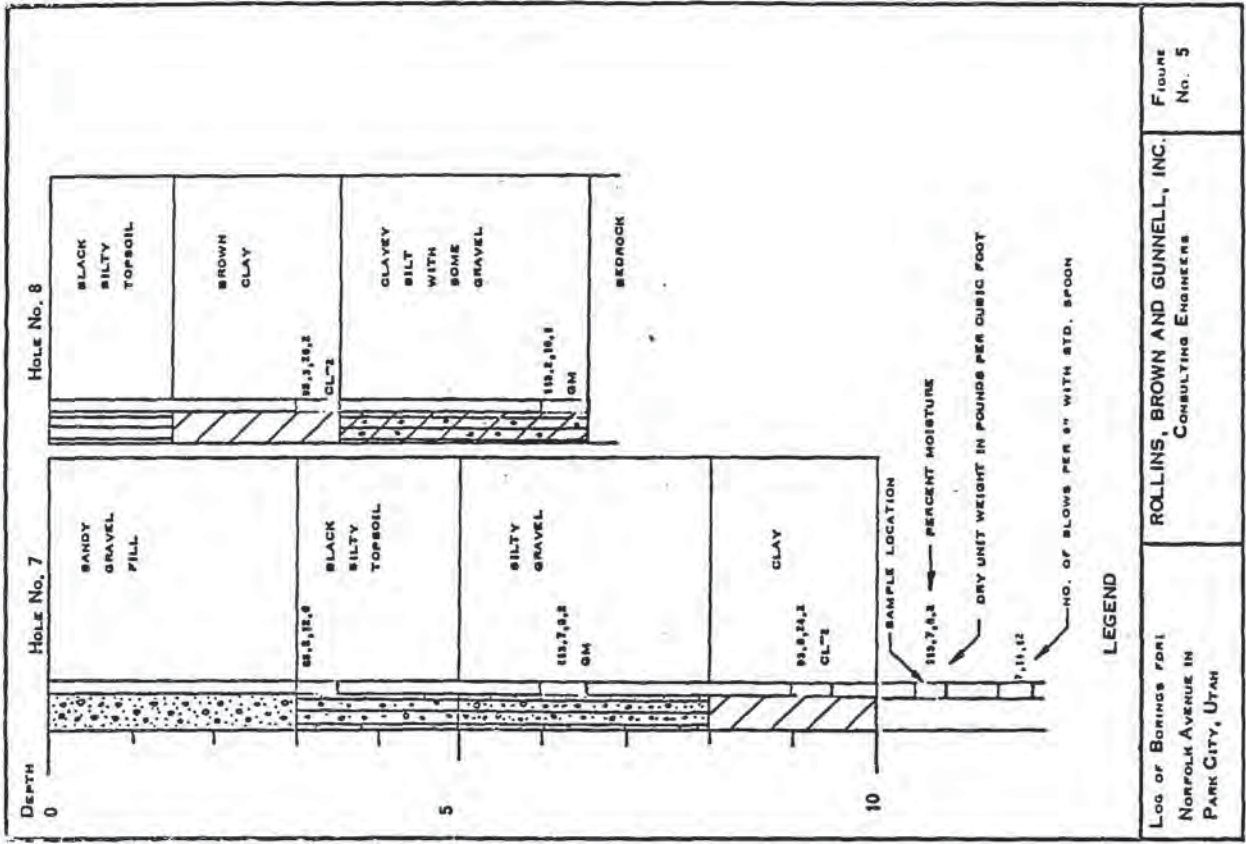
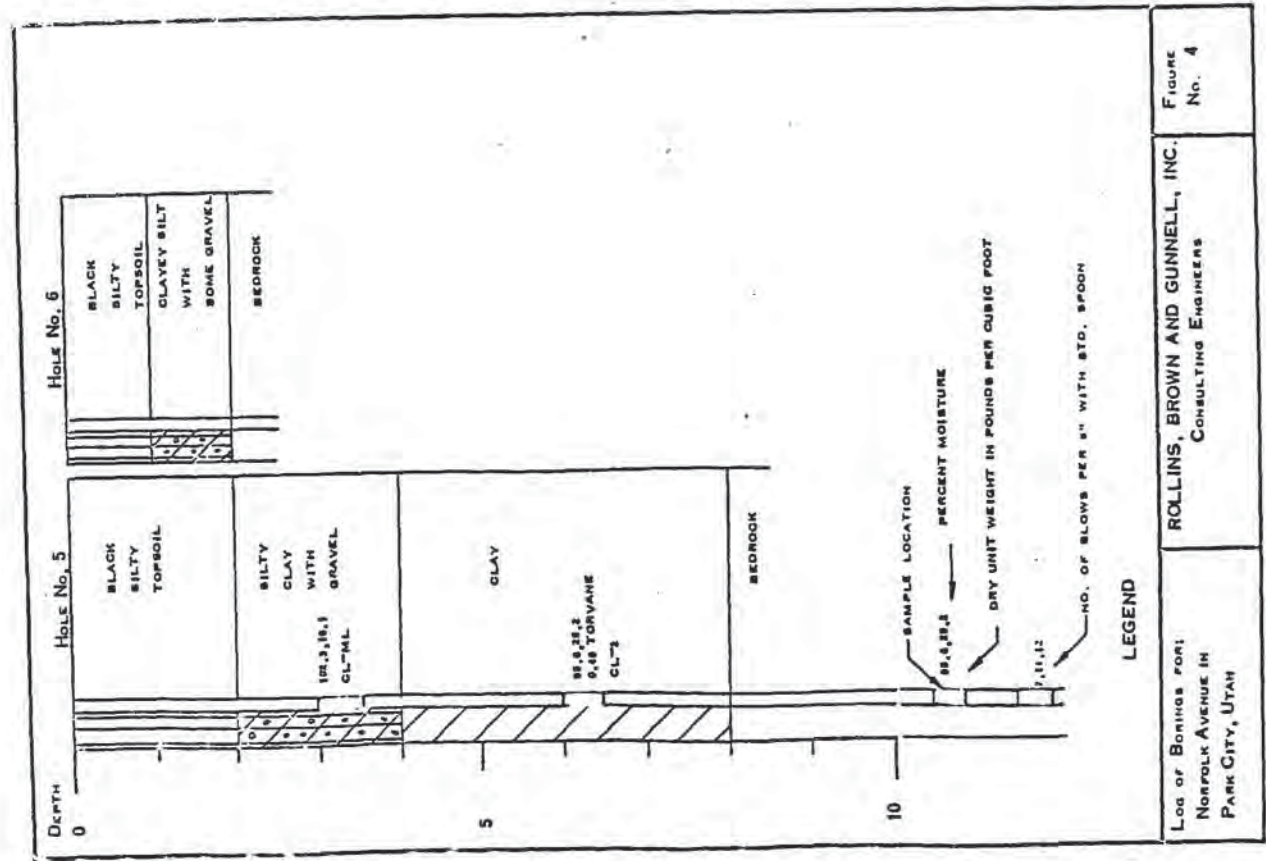
LOCATION OF TEST HOLES
SCALE: 1"=200'

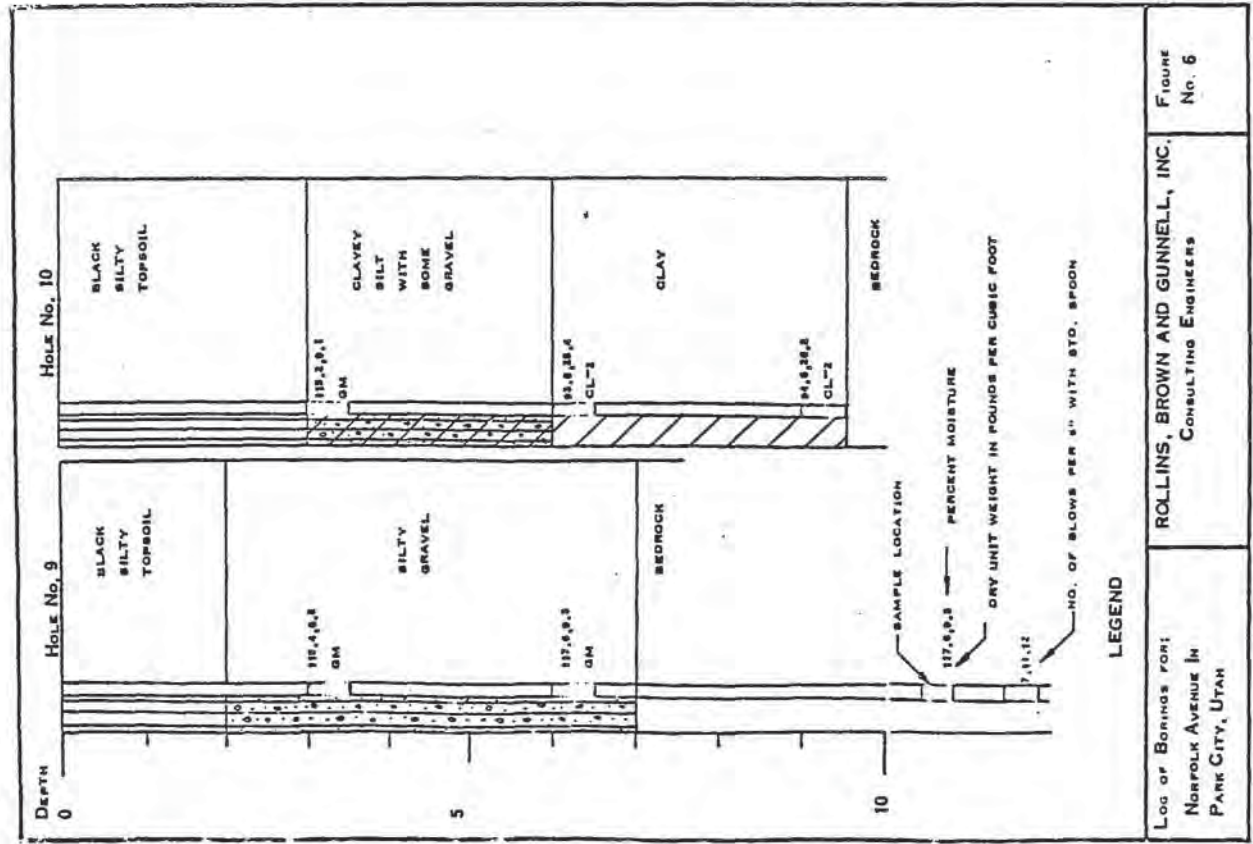
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LOCATION OF TEST HOLES FOR
NORFOLK AVENUE LOCATED IN
PARK CITY, UTAH

FIGURE
NO. 1



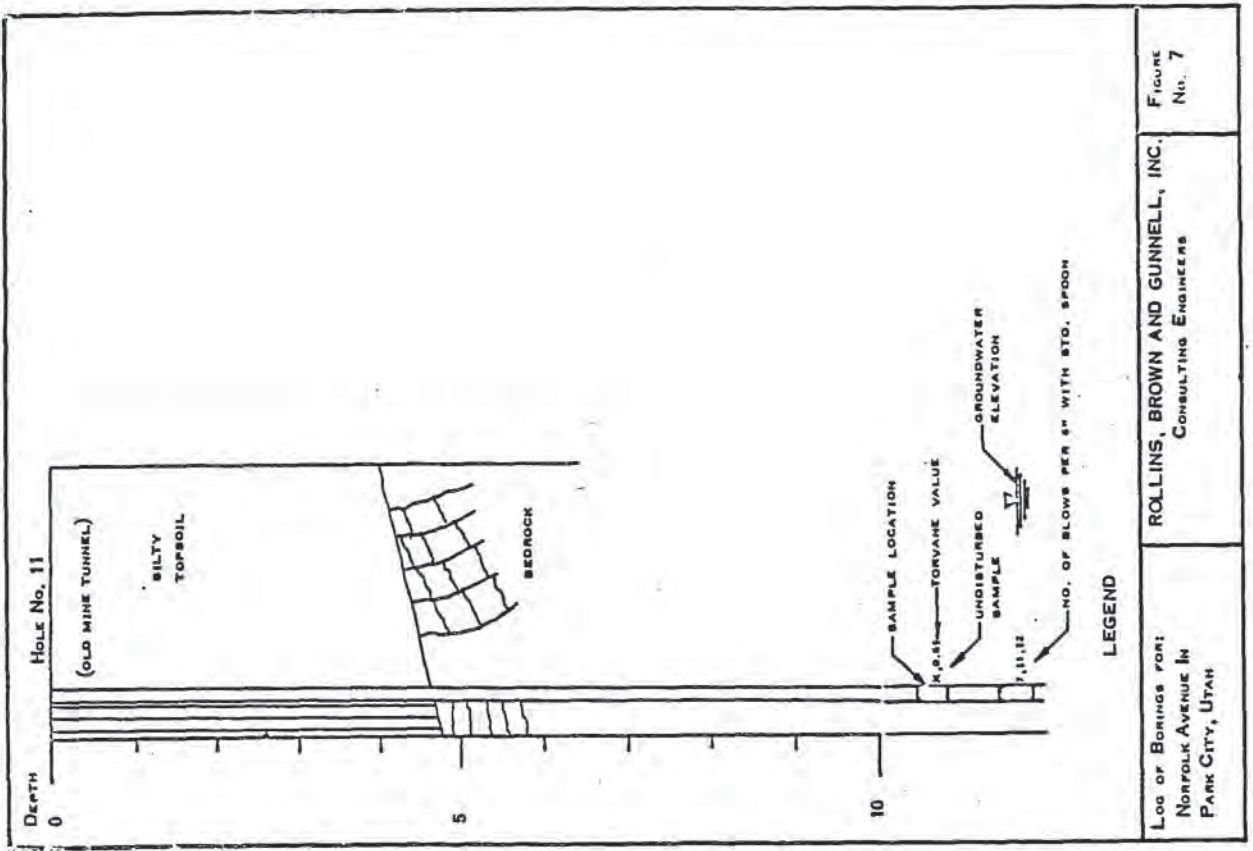




Log of Borings for:
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Figure
 No. 6



Log of Borings for:
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Figure
 No. 7

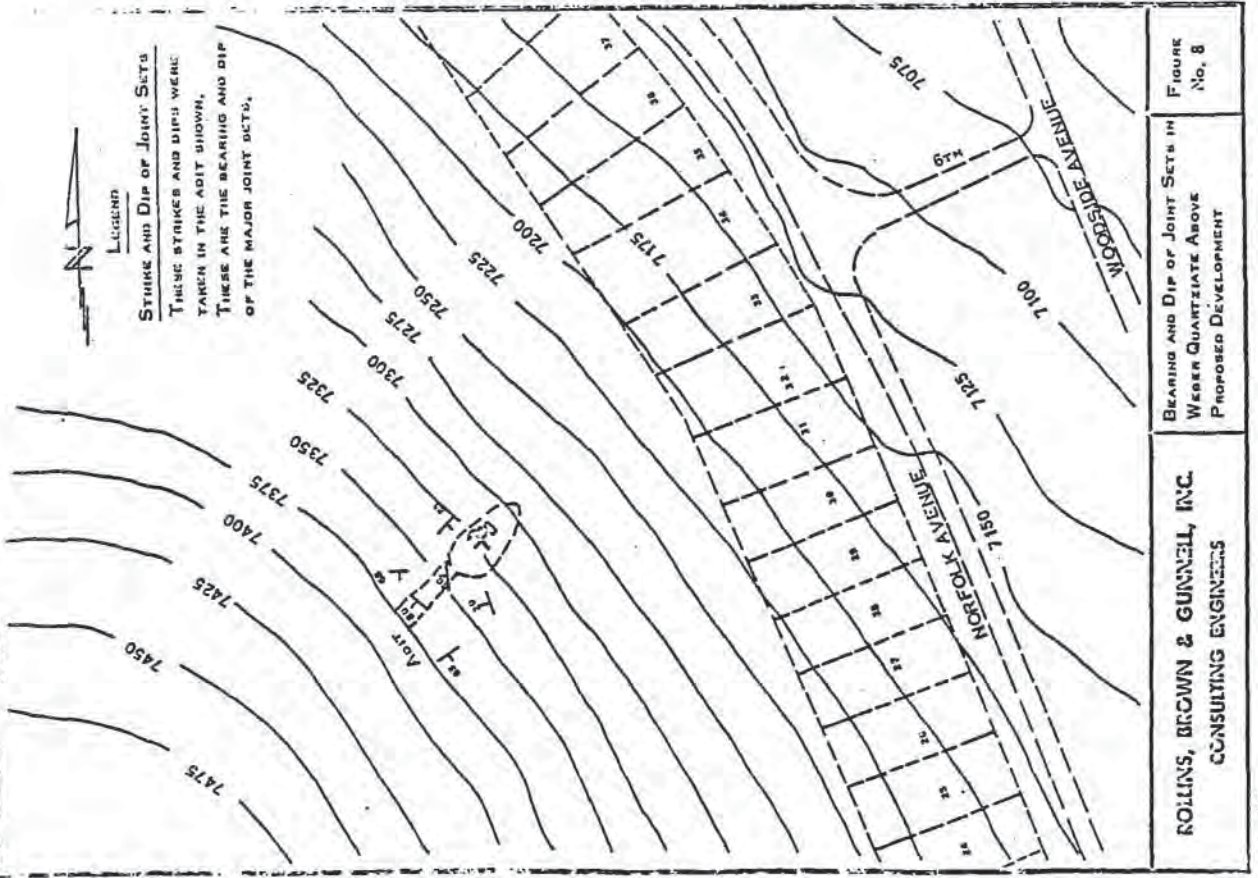
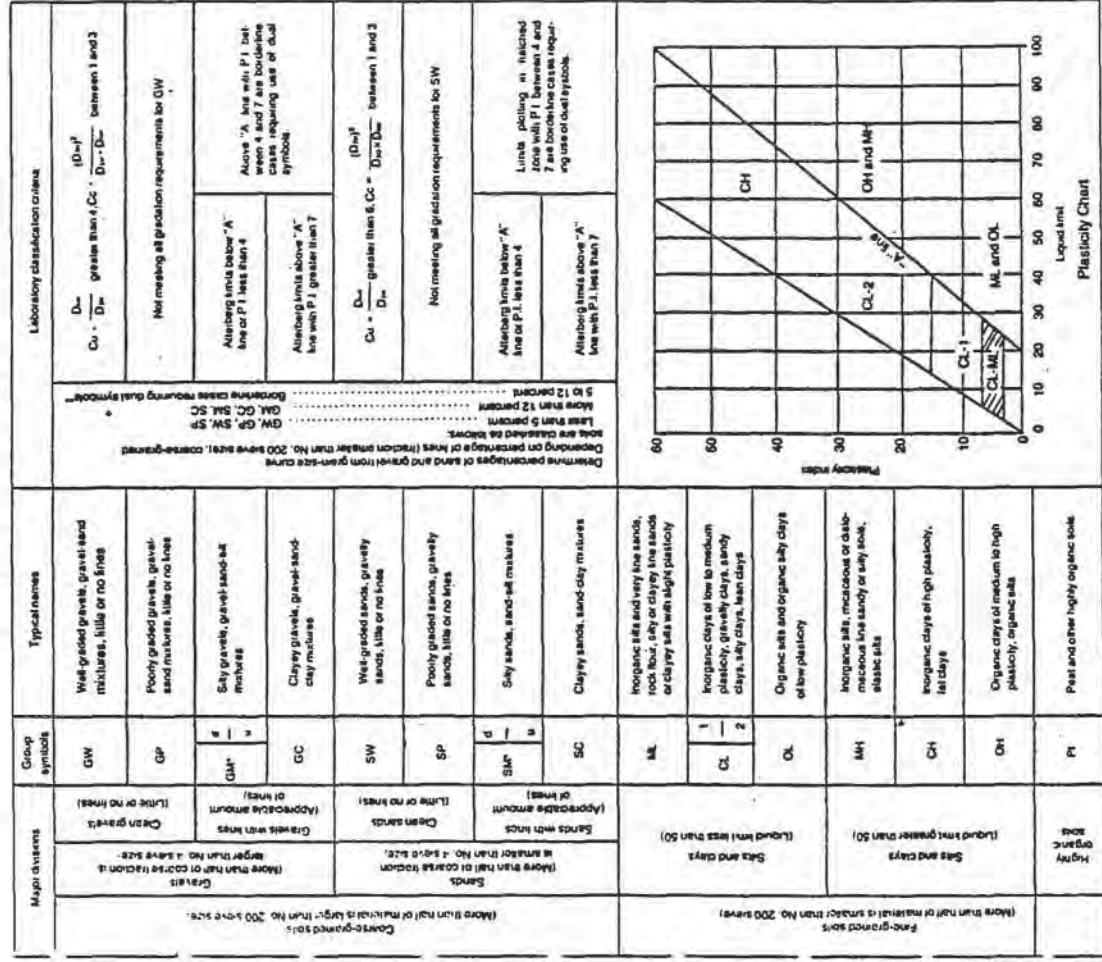


FIGURE NO. 9
Unified Soil Classification System



*Division of GM and SM groups into subdivisions of G and S for soils and silts only. Subdivision is based on Atterberg limits. Soils of sand when L_c is 20 or less and the P₁ is 8 or less, the soils are placed where L_c is greater than 20. Soils of silt when L_c is 20 or less and the P₁ is 8 or less, the soils are placed where L_c is greater than 20. For example, GM-GC, SM-SC, and GP-GC are placed in the same group, but not subdivided by combinations of group symbols.

TABLE NO. 1
 RECOMMENDED ALLOWABLE SOIL BEARING PRESSURES FOR
 SPREAD FOOTINGS ON GRANULAR SLOPES
 (2 HORIZONTAL TO 1 VERTICAL)

B	D	D/B	Q(PSF)
2	0	0	544
2	2	1	1824
3	0	0	820
3	3	1	2736
4	0	0	1094
4	4	1	3648
5	0	0	1368
5	5	1	4460

B = WIDTH OF FOOTING, APPLICABLE FOR RECTANGULAR OR STRIP FOOTINGS.

D = DEPTH OF FOOTING BELOW GROUND SURFACE

Q = ALLOWABLE SOIL BEARING PRESSURE

NOTE: FOR D/B RATIOS BETWEEN 0 AND 1 INTERPOLATE ALLOWABLE SOIL BEARING PRESSURES LINEARLY BETWEEN 0 AND 1.

TABLE 2 SUMMARY OF TEST DATA

PROJECT NORFOLK AVENUE FEATURE FOUNDATIONS LOCATION PARK CITY, UTAH

HOLE NO.	DEPTH BELOW GROUND SURFACE	STANDARD PENETRA. BLOWS PER FT.	IN-PLACE			UNCONFINED COMPRESSIVE STRENGTH LB./FT ²	FRICTION ANGLE ϕ	CONSISTENCY LIMITS			MECHANICAL ANALYSIS			SOIL CLASSIFICATION UNIFIED SYSTEM
			UNIT WEIGHT LB./FT ³	MOISTURE PERCENT	VOID RATIO			L.L. %	P.L. %	P.I. %	% GRAVEL	% SAND	% SILT & CLAY	
1	3		112.6	9.2							65.0	8.7	26.3	GM
	6		115.8	8.3							58.8	7.0	34.2	GM
2	3		114.3	8.2							82.3	7.0	10.7	GM
	6		94.0	24.0		3435		40.1	19.8	20.3				CL-2
	9		93.7	24.2		3153		40.4	19.3	21.1				CL-2
	12		94.7	26.8		2987		38.5	17.8	20.7				CL-2
3	3		114.6	8.7							64.0	9.5	26.5	GM
	5.5		119.7	9.1							60.0	10.5	29.5	GM
4	3		118.6	7.4							66.2	7.8	26.0	GM
	6		119.2	7.8							62.2	10.8	27.0	GM
5	3		102.3	18.1				23.2	16.8	6.4				CL-ML
	6		95.6	25.2		2997		38.7	17.8	20.9				CL-2

TABLE 2 SUMMARY OF TEST DATA

PROJECT NORFOLK AVENUE FEATURE FOUNDATIONS LOCATION PARK CITY, UTAH

HOLE NO.	DEPTH BELOW GROUND SURFACE	STANDARD PENETRA. BLOWS PER FT.	IN-PLACE			UNCONFINED COMPRESSIVE STRENGTH LB/FT ²	FRICTION ANGLE ϕ	CONSISTENCY LIMITS			MECHANICAL ANALYSIS			SOIL CLASSIFICATION UNIFIED SYSTEM
			UNIT WEIGHT LB./FT ³	MOISTURE PERCENT	VOID RATIO			L.L. %	P.L. %	P.I. %	% GRAVEL	% SAND	% SILT & CLAY	
7	3		85.2	12.6				20.3	15.7	4.6				ML
	6		113.7	8.2							58.6	13.9	27.5	GM
	9		93.8	24.2		2919		37.9	17.6	20.3				CL-2
8	3		95.3	26.2		3299		35.6	19.2	16.4				CL-2
	6		113.2	16.1							54.6	10.4	35.0	GM
9	3		115.4	8.2							62.1	11.1	26.8	GM
	6		117.6	9.3							46.2	31.4	22.4	GM
10	3		115.2	9.1							44.8	31.2	24.0	GM
	6		93.8	25.4		2637		37.5	19.4	18.1				CL-2
	9		94.6	26.2		2738		39.6	19.0	20.6				CL-2

ROLLINS, BROWN AND GUNHELL, INC.
PROFESSIONAL ENGINEERS

2. HILLSIDE PROPERTIES

BY WILLIAM LUND

Urban and Engineering Geology Section
Utah Geological and Mineral Survey
Salt Lake City, Utah 84108

PRELIMINARY ENGINEERING GEOLOGIC REPORT TO PARK CITY OM
THE PROPOSED QUITTIN TIME DEVELOPMENT

by
William Lund, Geologist

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Done at the request of the Park City planner.
May 1979

PRELIMINARY ENGINEERING GEOLOGIC REPORT TO PARK CITY ON THE
PROPOSED QUITTIN TIME DEVELOPMENT

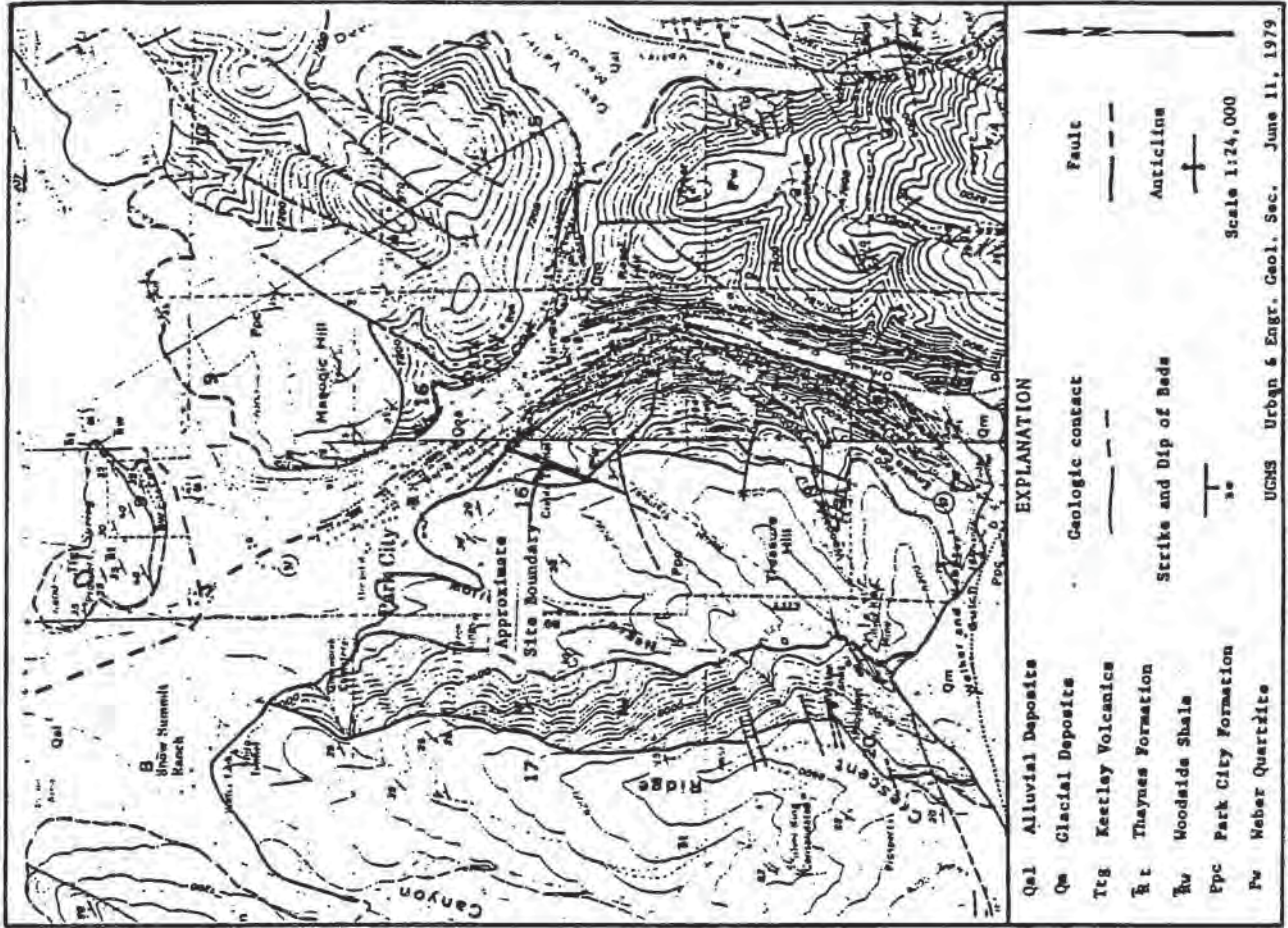
INTRODUCTION

This report presents the results of a geologic reconnaissance of the proposed Quittin Time residential and recreational complex located in Park City, Utah. This is to be a hillside development which includes both single family dwellings and condominiums. A ski run and other associated recreational facilities are also planned. The purpose of this reconnaissance was to determine what impact the geologic and hydrologic conditions of the site might have on the proposed development. This study was performed at the request of Mr. David Preece, Park City Planner.

SITE CONDITIONS

Location and Physiography

The proposed development encompasses about 352 acres of ground located on the west side of Park City southwest of Woodside Avenue (Figure 1). This is an area characterized by steep slopes and broad, shallow drainages. Elevations across the site range from about 7110 feet on the east edge of the property to an estimated 7600 feet on the west edge. Vegetative cover is moderate to thick and consists of buckbrush at the lower elevations and evergreens further upslope. There has been no previous residential development on the property, but two municipal waterlines and an abandoned aerial tramway cross the site, and numerous mineral prospects and old mine tunnels dot



the hillside.

Geology and Soils

Lying as it does near the intersection of two major structural lineaments, the Wasatch Front and the Uinta Mountains, the geology of the Park City District has undergone a long and complex history. The major structural features and geologic units in the vicinity of the proposed development are summarized in Figure 1. The ridge upon which the development would be built is underlain by the Weber Quartzite, a pale gray and tan formation of quartzite and limy sandstone with interbedded horizons of limestone and dolomite. The major structural feature in the area is the Park City anticline which lies south-east of the site (Figure 1). Two faults have been mapped by Bromfield and Crittenden (1971) as extending onto the site from the west; however, during the field investigation no surface evidence of these or any other faults was observed.

Bedrock exposures on site are limited to one small, highly weathered, outcrop high on the hillside along the proposed ski run, and to rock exposed in old mine workings. At these localities the quartzite was observed to be hard and durable but fractured and containing numerous, well-developed joint sets. Due to the limited extent of the exposures and to the numerous joints present it was not possible to obtain a reliable strike and dip on a bedding surface, but Bromfield and Crittenden show the quartzite in adjacent areas to be striking to the northeast and dipping 10 to 20 degrees to the northwest. The following table lists the joints observed at the surface outcrop and also

those measured during the site reconnaissance inside a mine tunnel located on the property (Figure 2).

Strike	Dip	Spacing	Fillings of Coatings	Class	Location
N10E	43NW	2'-3'	none	major	surface outcrop
N85W	Vert	2'-3'	none	major	surface outcrop
N22E	Vert	2'-3'	none	major	surface outcrop
N47E	80SE	3"-1'	iron stain	major	mine adit
N52E to N65E	80NW	3"-1'	none	major	mine adit
N10W	83SW	1'-5'	none	major	mine adit
N80W	73NE	1'-5'	iron stain	major	mine adit
N20E to N40E	Vert	1"-6"	none	minor	mine adit
N50W	Vert	6"-1'	none	minor	mine adit
N-S	21W	1'-5'	none	major	mine adit

* Due to limited size of outcrop and width of joint spacing unable to determine if this is a major or minor joint set.

**Possibly a bedding plane

During this investigation nine of ten backhoe pits excavated by a private consulting firm which had previously prepared a report on this property were examined (Figure 2). Prior to the field reconnaissance, four of these test holes were cleaned out by the Park City backhoe. The five remaining holes were not cleaned, either because they were inaccessible due to installation of a new municipal waterline across the site, or because they could not be located by the equipment operator. The four test holes which were cleaned, nos. 1, 4, 5, and 10 of the consultant's

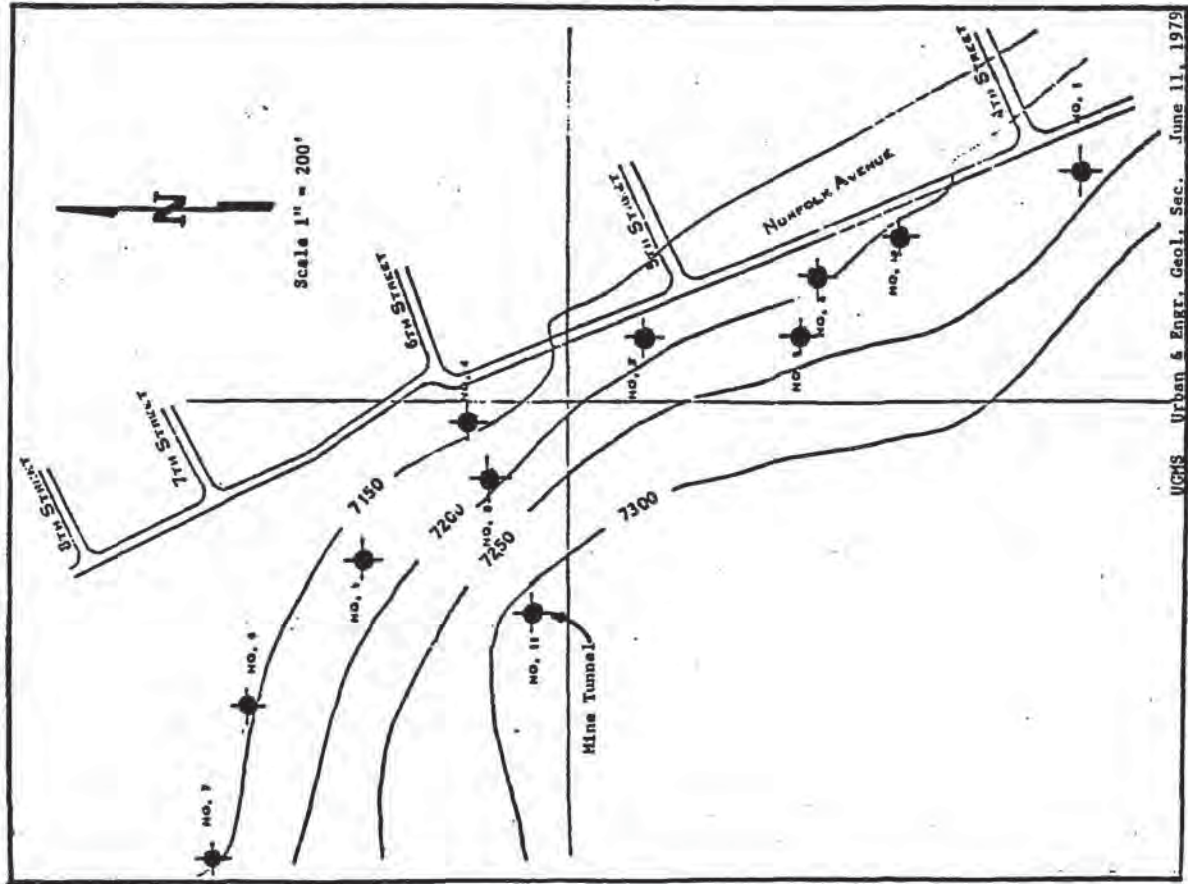


Figure 2 Location of Test Holes (Modified from consultants report)

report, were all reported to have reached bedrock at depths ranging from seven to nine feet below the ground surface. Groundwater was encountered at a depth of eight feet in test hole no. 10, and this prevented the excavation from being adequately cleaned. As a result no determination could be made regarding the presence of bedrock. Test holes 1 and 4 were both cleaned to their original depths, but an inspection showed that neither of the two had reached solid, in place rock. Instead, both excavations stopped at a dense, closely packed layer of quartzite cobbles and boulders in a clay matrix. This material appears to be sufficiently compact to resist excavation by all but the largest of backhoes, and may represent the zone of broken and weathered material that commonly mantles in place bedrock. However, since the excavations did not penetrate this horizon, its true thickness and relationship to the underlying bedrock is not known. Test Hole No. 5 was excavated one foot below original grade and bedrock was not encountered. The walls of the five remaining test holes had all sluffed to some degree, consequently, bedrock could be positively identified only in test hole no. 6. The tenth test hole, no. 3 of the consultant's report, had been backfilled and could not be located.

The soils exposed in the test holes generally conform to the descriptions provided in the consultant's report (Appendix A). The only significant difference concerns the description of the Zone 2 soils. This soil horizon is described in the consultant's report as a granular zone composed of angular fragments in a silt matrix, and is classified in their logs in accordance with the

United Soil Classification System as a silty gravel. Such a description implies that the material is non- to only slightly-cohesive and possesses no or only very low plasticity. The soils which correspond to Zone No. 2 observed in the test holes were found to contain a considerable amount of clay and as a group are probably better classified as a clayey gravel and in some localities even a gravelly clay.

Hydrology

The hillside upon which the proposed site is located receives between 25 and 30 inches of precipitation annually (Baker, 1969). Despite the relatively generous amount of moisture available, a near surface groundwater table exists beneath the site for only a short period of time each year, if it is present at all. The reason for this is the result of a combination of factors which include the manner in which the precipitation occurs at the site, the permeability of the clay-rich soils, and the steep mountain slopes. The majority of precipitation which falls on the site each year accumulates as a thick snow-pack during the winter months. In the spring, the snow melts quickly and releases a large quantity of water to the environment. A portion of this melt water infiltrates into the soil while the remainder flows downslope as surface runoff. The amount of water which soil can absorb is dependent upon its' permeability and the rate at which the water is made available to it. The clayey soils beneath the proposed development have moderate to low permeabilities. Therefore, during periods of warm temperatures and rapid snow melt near surface soils quickly become saturated and can accept no more water. This results in a marked increase in the amount of water which takes the

form of surface runoff. During a cold spring the snow melt proceeds more slowly and the soil has more time to accept the water made available to it. Regardless of whether the melt-water runs off across the surface of the ground or infiltrates into the soil it is immediately acted upon by gravity and moves rapidly downslope. In a normal year the amount and duration of the surface runoff closely parallels the rate at which the snow pack melts and is usually complete by mid- to late-spring. The downslope movement of the water which infiltrated the soil is slower, but it also travels relatively quickly so that by midsummer the soils have drained and there is no near surface groundwater remaining.

The Weber Quartzite which underlies the site is recognized as a major water producing formation in the mines surrounding Park City, however, it should be remembered that these mines drain many square miles of rock. An existing mine tunnel (Figure 2) on the property which has been advanced approximately 60 feet into the Weber Quartzite was found to be dry in mid-May.

Seismicity

Park City is located along the southern portion of the Inter-mountain Seismic Belt, a north trending zone of earthquakes extending from the Montana-Canada border to Arizona, and historically the second most active seismic area in the continental United States. In Utah earthquake activity associated with the ISB occurs along a complex series of steeply dipping faults having a generally north-south trend. The Wasatch Fault, which at its closest point lies about 16 miles due west of Park City, is one of the largest and most seismically active of these faults.

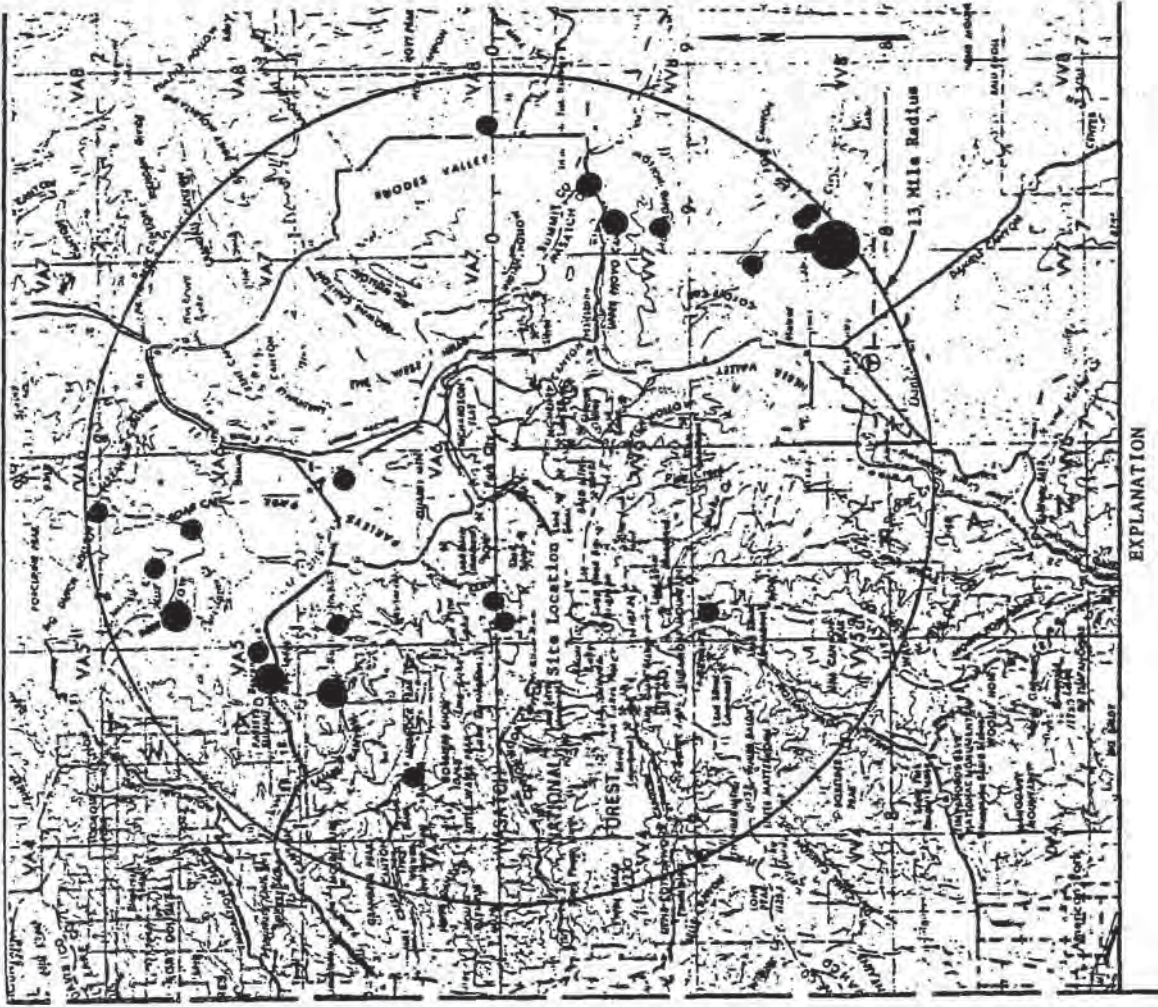
Although many faults have been recognized in the Park City Mining District none are known to show evidence of recent activity. A compilation of earthquake epicenters, prepared by the University of Utah Seismograph Station, covering the period from 1962 to 1978 lists a total of 22 earthquakes with magnitudes of 1.5 or greater occurring within a 13 mile radius of Park City (Figure 3). The largest of these was the Haber Valley earthquake which occurred in October of 1972 with a magnitude of 4.2. The other 22 events all had magnitudes of 3.9 or less.

ENGINEERING GEOLOGIC CONSIDERATIONS

As a part of this study, a review was made of a geotechnical report previously prepared on this property by a private consulting firm. While overall a good report, the results of our own field investigation are at odds with certain of the consultant's findings. These differences are pointed out in the text. In addition, some other geologic and hydrologic aspects of this site which were not covered in the consultant's report are discussed here.

Foundation Considerations

As previously mentioned in this report (page 6) the granular materials grouped together by the consultant as Zone 2 soils and identified as silty gravels were found to contain a considerably higher percentage of clay than is normally associated with a silty soil. For this reason, it is felt that they are better classified as clayey gravels and locally as gravelly clays. Clay bearing soils may possess a considerable shrink-swell capacity which is primarily related to their ability to adsorb or release water. In addition, many soils are susceptible to compaction and differential settlement with loading. For these reasons, it is recommended that for any



EXPLANATION

Magnitude Scale (ML)



Scale 1:250,000

June 11, 1978

clearly outline the acceptable gradation limits and compaction requirements for all categories of fill material. In this regard, it should be noted that the crushed quartzite found in the numerous small mine waste dumps on site would make a very good source of granular, nonplastic fill material. This would seem to be an excellent use for this material since the dumps are too small to provide a foundation for a house or condominium and would probably be considered unsightly in this type of development.

Slope Stability

Natural slopes on site are steep, averaging between 44 and 57 percent gradient (20 to 26 degrees), but appear to be stable under the existing conditions of landuse and vegetative cover. No indications of landsliding or slumping were observed, but there was considerable evidence to indicate that soil creep is occurring. Soil creep is the slow, nearly continuous movement of soil and broken rock downslope under the influence of gravity. It is manifested by the tipping of fence posts and similar rigid objects embedded in the ground. One of the best indicators that creep is occurring is the gentle curving of the base of trees with the convex side pointed downhill in the direction of movement. Generally, creep is confined to the upper 10 to 15 feet of the soil or broken rock mass, and is most rapid close to the ground surface. Soil creep should be considered an indicator of possible problems since it represents a quasi-equilibrium state that can be upset and turned into a much more serious slope failure by unwise construction practices. Ample evidence of this can be seen just to the north of the proposed development in an area of new construction above Lowell Avenue where over-steep cuts

structure which will be supported in whole or in a substantial part by a Zone 2 or Zone 3 soil (Appendix A) additional tests be performed to determine the engineering characteristics of the particular soil horizons involved, and that all foundations or retaining walls be designed accordingly. The consultant's report recommends that all structures in the development be founded on bedrock, thereby avoiding a number of foundation and slope stability problems. Based upon our inspection of the consultant's test holes and a comparison with their test hole logs it appears that in at least two instances closely packed quartzite cobbles and boulders were mistakenly identified as bedrock. Care should be exercised during construction to insure that foundations designed to rest on solid in-place rock do so, and that the zone of broken and weathered material which commonly mantles bedrock is completely removed before the foundations are laid. Observations made at the entrances to several adits and tunnels on the property indicate that this weathered zone is from two to about six feet thick. The depth of the excavations required to reach bedrock can be expected to vary across the site, ranging from only a few feet on the steeper slopes and the high ground between drainages to greater than ten feet along stream channels and on gentle slopes.

In a hillside development of this type, numerous fills will be required both to prepare construction pads and roadbeds, and to backfill behind retaining walls. To prevent excessive settlement and failure of these fill sections it is recommended that a code of minimum construction specifications be adopted which

in unconsolidated materials are undergoing extensive sluffing and where at least one landslide/mudflow is reported to have occurred (David Preece, oral communication).

Usually, soil creep cannot be stopped, but its rate of movement can be decreased by providing ample drainage, these- by increasing soil strength and preventing periodic swelling and shrinking of the soil mass. To help insure post construction slope stability of the unconsolidated materials on site it is recommended that cut and fill slopes be designed in accordance with the recommendations of a qualified soils engineer following a detailed stability analysis of the materials involved.

The stability of a bedrock cut is highly dependent upon the orientation of any bedding planes or joints, which may be present in the rock mass. Obviously, the critical relationship is one in which a joint or bedding plane strikes in a direction parallel to the cut and dips toward the open slope face. When such a situation exists, blocks of rock, the size of which are determined by the spacing of the joints, can become detached and slide or fall, producing a hazard to both buildings and people. A somewhat less critical situation occurs when joints or bedding are present, but with orientations different from those described above. In such cases there is a tendency for the slope to ravel and produce some fallout of blocks. Rock fall problems can be reduced by establishing slope angles which do not allow potentially troublesome joints or bedding planes to daylight.

Numerous joints with various orientations (table, page 4) were measured in the bedrock at the site. Again the findings of our field reconnaissance disagree with the consultant's report, in that a joint was found that strikes more or less parallel to the hillside and dips toward the valley (N80W, 73NE). This orientation was measured in the wall of the mine tunnel (Figure 2). The joint was not strongly developed, and the spacing was such that it was difficult to determine from such a small outcrop whether or not it represents a major set of discontinuities in the rock mass. If it does, serious rockfall problems could develop in any steep bedrock cuts which parallel the mountain face. For this reason, and because the orientation of other bedrock cuts made during construction may daylight some of the remaining joint sets, it is recommended that as construction proceeds all rock cuts be inspected by a qualified engineering geologist, and that based upon his recommendations slope designs be modified as necessary to prevent daylighting of joints or bedding.

The material comprising the mine dumps on site is at or near its angle of repose. For that reason, during construction care should be taken not to undercut any dump slopes. If the slopes are undercut they could fail rapidly and at best would probably provide an almost continuous maintenance problem with raveling slopes.

A short term slope stability problem which deserves consideration here is the hazard to the homes along Woodside Avenue from rocks which become dislodged by construction activities and roll downhill. A system should be devised to catch and stop these

rocks before they can cause any property damage or injure anyone.

Site Drainage

Some of the most severe problems associated with hillside developments are related to water. This is nowhere more evident than in Park City where each Spring the homes built on the surrounding hillsides suffer from erosion, sedimentation, localized flooding and water related slope stability problems. Due to the steepness of the slopes upon which it would be built, the proposed development would also be susceptible to such hazards. The number and severity of these problems can be reduced by installation of an adequate site drainage system. Such a drainage system is necessary not only to prevent problems in the new development, but also to protect the homes already in existence along Woodside Avenue from the increased runoff that can be expected to result from construction upslope.

It is recommended that interceptor drains be established both above and below the development, and that site grading be accomplished in such a manner that all surface runoff is collected and funneled to those drains. In addition, the existing vegetation should be left undisturbed whenever possible and septic tanks are definitely not recommended.

Avalanches

Whenever a hillside is being considered for development at the higher elevations in the Wasatch Mountains, its potential for avalanche hazard must be evaluated. At least one destructive avalanche is known to have occurred on the hillside where the proposed development would be built. It is reported to have destroyed a large shed and damaged a house on Woodside Avenue

about 1910 or 1911 (Mrs. Bea Kunner, oral communication). Photographs dating from the same era show that most of the vegetation on the hillside had been cut down to fire the old steam driven hoists and pumps in the surrounding mines. There has not been a large avalanche on the hillside for at least 40 years (Mr. Mel Flecher, oral communication), a period of time that more or less coincides with the reestablishment of vegetation on the slope. Since slopes with gradients steeper than 35% (approximating 16degrees) can generate avalanches it must be assumed that if large areas of the hillside are again stripped of their vegetative cover avalanches could occur.

It is recommended that a map be prepared by the developer which shows the areas from which the vegetation will be removed. A comparison can then be made with a topographic map to determine if an avalanche hazard would be created, if it is, appropriate control methods should be implemented.

Ground Subsidence

Ground subsidence is not normally associated with a site where bedrock lies as close to the surface as it does at this one. However, the extent of past mining activity in the area raises the possibility of ground collapse over old mine workings. A number of the old prospects and tunnels observed on site during the reconnaissance have caved or collapsed near their entrances, and around others a small circular zone of subsidence has developed. No structures of any type should be built over or directly adjacent to caved, collapsed, or subsided ground nor should heavy structures be permitted directly upslope from shallow mine workings until it can be proven that no danger from ground collapse exists.

Regardless of whether or not construction activity occurs on or near old mine workings, they all should be located and sealed to protect the residents of the property from injury.

Seismic Response

The absence of active faults in close proximity to Park City means that seismic response in the area would most probably be limited to some degree of ground shaking and possible ground failure associated with a large seismic event located along the Wasatch Fault. The intensity and duration of the shaking would depend upon the location of the epicenter and the magnitude of the event. The shallow depth to bedrock at the site would act in its favor, since during an earthquake seismic effects are usually somewhat less severe at bedrock localities. However, the steep slopes upon which the development would be built represent a negative factor in terms of site safety. During strong ground shaking such slopes would be susceptible to both landslides and rock fall. If a seismic event were to occur in the winter months during a period of deep snow pack, avalanches could result.

Park City has experienced a remarkably low level of seismic activity, at least in the 100 years or so since the area has been settled. Nevertheless, because of the town's location relative to a number of active earthquake faults it lies in an area classified as Seismic zone 3 by the Uniform Building Code, and all structures should be designed accordingly.

SUMMARY OF CONCLUSIONS AND RECOMMENDATIONS

Based upon the results of our field investigation, a review of the published literature pertaining to the site, and the consultant's report, the following conclusions and recommendations

are made.

Conclusions

1. Zone 2 soils should be reclassified as clayey gravels and locally as gravelly clays to reflect their cohesive nature and high clay content.
2. A dense layer of quartzite cobbles and boulders in a clay matrix exposed at the bottom of test holes 1 and 4 appears to have been erroneously identified in the consultant's report as bedrock. Bedrock could be positively identified in only one of the nine test holes examined, but five of the pits had not been adequately cleared and therefore a determination as to whether bedrock was present or not couldn't be made. Bedrock was also reported in test hole No. 5, however, the excavation was cleaned a foot below original grade and no sign of any rock was observed (see note test hole No. 5 in Appendix A)
3. A joint orientation was measured in the bedrock which strikes more or less parallel to the hillside and dips toward the valley. Due to the limited size of the exposure no determination could be made concerning the continuity or size of this joint set. However, if it is well developed across the site slope stability problems could develop in rock cuts.
4. A number of other potential geologic hazards have been identified at this site. The extent to which they will prove to be a problem depends in large measure on the degree to which they are recognized and compensated for in the developments design. The list of potential geologic hazards includes:

- a. Foundation and backfill problems associated with clayey soils.

- b. Slope stability problems in the unconsolidated materials on site due to the steep hillside on which the development would be built.
- c. Potential for property damage and personal injury resulting from rocks rolling down slope during construction.
- d. Erosion, sedimentation, and localized flooding during the Spring snow melt.
- e. Avalanche hazard, especially if vegetative cover is removed from large areas of the hillside.
- f. Ground subsidence and collapse over shallow mine workings.
- g. Site sensitivity to landslide, rockfall, and avalanche hazard in the event of a large earthquake along the Wasatch Fault.

Recommendations

- 1. Foundations of structures to be supported in whole or in a substantial part by Zone 2 and Zone 3 soils should be designed on the basis of the engineering parameters determined for the particular soil horizons involved by laboratory testing.
- 2. Cars should be exercised during construction to insure that those foundations designed to rest on bedrock actually do so, and that the mantle of broken and weathered material lying just above bedrock is completely removed before the foundation is laid.
- 3. If not already in existence a code of minimum construction standards should be adopted which clearly outlines the acceptable gradation limits and compaction requirements for various categories of backfill.

- 4. Cut and fill slopes in unconsolidated materials should be designed by a qualified soils engineer on the basis of detailed stability analyses.
- 5. As construction proceeds all rock cuts should be inspected by a qualified engineering geologist and based upon his recommendations the cuts should be modified as necessary to prevent daylighting of joints and bedding.
- 6. Homes located along Woodside Avenue should be protected from rolling and falling rock dislodged by construction activity.
- 7. Interceptor drains should be installed both above and below the development and site grading should be accomplished in such a manner that all surface runoff is collected and channelled to the drains.
- 8. A map should be prepared by the developer showing those areas of the site where vegetation will be removed. If, upon comparison of that map with a topographic map it is found that an avalanche hazard will be created appropriate control measures should be taken.
- 9. Structures should not be built over or adjacent to caved, collapsed or subsided ground, and heavy structures should not be permitted directly upslope of shallow mine workings until it can be proven that no danger from ground collapse exists.
- 10. All old mine tunnels, shafts, or adits on site should be located and permanently sealed to prevent injury to residents of the development.
- 11. Numerous small mine dumps exist on site, of these only the old Creola dump appears to be of sufficient size to support a large building. Due to the potential for creating unstable slope

conditions, it is recommended that the smaller dumps be left undisturbed, especially the side slopes, unless they are to be completely removed, possibly for use as backfill material. From a geologic standpoint there is no reason why the Creole dump could not be used as a construction site provided that the foundations for any structures erected on the dump are designed in accordance with the recommendations of a qualified soils engineer.

APPENDIX A

PART I: Summary of Subsurface Soil Conditions as Reported in the Consultants Report

Zone	Thickness	Description	Location (Test Hole)
1	1.5' to 3.0'	Black Silty Top Soil	all
2	3.0' to 6.5'	Sand through Cobbles in a silt matrix	1,2,3,4,7,9
*3	1.5' to 8.5'	Medium plasticity clay and clayey silt	2,5,6,7,8,10
4	-	Weber Quartzite	1,2,3,4,5,6,8,9,10

*Soils reported as clayey silts also placed in this group.

Part II: Logs of Test Holes Examined by UGMS Personnel during May, 1979

Test Hole No.1

0.0-1.7'

Silty Sand-Sandy Silt; (SM-ML), black, loose to medium dense, non- to slightly-plastic, moist, abundant organics.

1.7-8.0'

Silty Clayey Gravel with Boulders; (GM-GC), brown, dense, low plasticity fines, moist.

8.0-9.0'

Quartzite cobbles and boulders in a clay matrix, very dense.

Bedrock was not encountered in test hole.

Test Hole No.2

0.0-2.1'

Silt with fine sand; (ML), black, soft to firm, non- to slightly-plastic, wet, abundant organics, some cobbles and boulders.

2.1-5.7'

Clayey Gravel; (GC), yellowish brown, medium dense to dense, low to moderately plastic fines, wet.

5.7-8.5'

Clay; (CL), yellowish brown, stiff, medium plasticity, wet.

Backhoe did not clean test hole below 8.5 feet.

Test Hole No. 3

Unable to locate, possibly destroyed during installation of waterline across site.

Test Hole No. 4

0.0-1.8'

Silt with sand and clay; (ML), black, firm to stiff, low plasticity, moist, abundant organics, some cobbles and boulders.

1.8-7.0'

Clayey Gravel; (GC), yellowish brown, dense, low plasticity fines, wet, boulders to 1.5' diameter.

Bedrock was not encountered in test hole. Floor consists of densely packed quartzite cobbles and boulders in a clay matrix.

Test Hole No. 5

0.0-2.0'

Silt with sand and clay; (ML), black, firm, slightly plastic, moist, abundant organics.

2.0-6.2'

Clayey Gravel; (GC), yellowish brown, dense, low plasticity, moist, boulders to 1.0' diameter.

6.2-9.0'

Clay; (CL), yellowish brown, stiff to very stiff, moderately plastic, moist.

Test hole carried 1' below original grade, did not encounter bedrock. A second backhoe pit was discovered in the vicinity of Test Hole No. 5, it had not been cleaned and the soils exposed did not come close to matching the consultant's original log, so it is assumed that the log of the test hole presented here is the correct one.

Test Hole No. 6

Inspection showed that this test hole encountered bedrock at depth of about 2.0 feet. Rock exposed was highly fractured.

Test Hole No. 7

0.0-3.0'

Sandy Gravel; (GM), fill, portion of old Creole Mine dump.

3.0-5.0'

Silt with Sand; (ML), black, top soil material similar to that described in other borings.

Test Hole No. 7 (continued)

5.0-7.5'

Clayey Gravel; (GC), yellowish brown.

Hole sluffed below 7.5'

Thickness of soil horizons approximated in this test hole due to unstable condition of mine dump material above the excavation.

Test Hole No. 8

0.0-1.5'

Sandy Silt; (ML), black, firm, slight plasticity, moist, abundant organics, boulders and cobbles.

1.5-5.0'

Clay; (CL), brown, stiff to very stiff, low to moderately plastic.

Test hole has sluffed below 5.0 feet.

Test Hole No. 9

0.0-1.5'

Sandy Silt; (ML), black, firm to stiff, non- to slightly-plastic, moist, abundant organics, some cobbles and boulders.

1.5-6.0'

Clayey Gravel; (GC), yellowish brown, dense, low to moderately plastic fines, boulders to 1 1/4' diameter.

Test hole has sluffed below 6.0 feet.

Test Hole No. 10

0.0-3.0'

Silt with sand and clay; (ML), black, soft, non- to slightly-plastic, wet, abundant organics.

2.0-6.0'

Clayey Silt and Silty Clay; (ML & CL), yellowish brown, firm, low plasticity, wet, some gravel.

6.0-8.0'

Clay; (CL), yellowish brown, firm to stiff, moderately plastic, wet.

Water sanding in test hole at 8.0 feet.

C. PHASING AND
BREAKDOWN OF UNIT EQUIVALENTS
BY DELAMARE, WOODRUFF, STEPAN
ASSOCIATES, INC.

30 April 1985

CREOLE MINE SITE
PARKING
PHASE I

Level	No. Cars
100	33
90	26
5	7
10	24
20	34
30	34
40	<u>34</u>
TOTAL	192

Principals
Winter L. DeLaMare, AIA
Gene J. Woodruff, AIA
Keith Stepan, AIA

Associates
Richard S. Barrett
Annis B. Patten

PHASE II

100	33
90	18
5	10
10	30
20	26
30	22
40	<u>17</u>
TOTAL	156

TOTAL PARKING 348

CREOLE MINE SITE

PHASE I

Area No.	No. of Floors	Sq. Ft.	No. Hotel Rooms	Cars Req'd.	Cars Provided	Unit Equivalents
1	5	5,000	10	rooms x .66		
2	5	30,000	60			
3	5	27,500	55			
4	1	5,000	10			
5	3	6,000	12			
6	3	6,000	12			
7	3	6,000	12			
8	3	5,000	10			
Lobby		1,000				
9	4	7,000	14			
Lobby		1,000				
10	4	4,000	8			
11	3	9,000	18			
Comm.		7,000				
Lobby		2,000				
TOTAL		110,500	221	146	192	55.25
TOTAL SUPPORT COMMERCIAL		7,000				
TOTAL LOBBY		4,000				

466 South 500 East
Salt Lake City, Utah 84102
☎ 531-6867

Suite 201
50 East 100 South
St. George, Utah 84770
☎ 673-6579

30 April 1985

CREOLE MINE SITE

Principals
Winter L. DeLaMare, AIA
Gene J. Woodruff, AIA
Keith Stepan, AIA

PHASE II

Associates
Richard S. Barrett
Annis B. Patten

Area No.	No. of Floors	Sq. Ft.	No. Hotel Rooms	Cars Req'd.	Cars Provided	Unit Equivalents
1	5	5,000	10	rooms x .66		
2	5	30,000	60			
3	5	35,000	70			
4	2	10,000	20			
5	1	5,000	10			
Lobby		1,000				
6	1	3,000	6			
Lobby		1,000				
7	2	4,000	8			
8	5	10,000	20			
9	5	10,000	20			
10	5	6,000	12			
Lobby		1,500				
11	4	7,000	14			
Lobby		1,000				
12	4	4,000	8			
13	4	4,000	8			
14	4	8,000	16			
15	2	8,000	16			
Comm.		4,000				
TOTAL		149,000	298	197	156	74.50
TOTAL SUPPORT COMMERCIAL		4,000				
TOTAL LOBBY		4,500				
TOTAL PHASE I AND II		259,500	519	343	348	129.75
TOTAL SUPPORT COMMERCIAL		11,000	(Allowed % .05 = 12,975)			
TOTAL LOBBY		8,500				

30 April 1985

TOWN LIFT MID STATION SITE

PARKING

PHASE I

Principals
Walter L. DeLaMare, AIA
Eugene J. Woodruff, AIA
Keith Stepan, AIA

Associates
Richard S. Barrett
Annis B. Patten

<u>Level No.</u>	<u>No. Cars</u>
10	32
20	29
30	29
40	<u>27</u>
TOTAL	117

PHASE II

<u>Level No.</u>	<u>No. Cars</u>
10	35
20	29
30	<u>26</u>
TOTAL	<u>90</u>
TOTAL PARKING	207

TOWN LIFT MID STATION SITE

PHASE I

Area No.	Floor No.	Sq. Feet	Number Hotel Rooms	Cars Required	Cars Provided	Unit Equivalents
1	5	25,000	50	Room x.66		
2	5	25,000	50			
3	1	2,000	4			
4	3	6,000	12			
5	4	13,000	26			
Comm.	1	4,000				
Lobby		3,000				
6	1	3,000	6			
TOTAL		74,000	148	98	117	37.00
TOTAL SUPPORT COMMERCIAL		4,000				
TOTAL LOBBY		3,000				

466 South 500 East
Salt Lake City, Utah 84102
313 531-6867

Suite 201
50 East 100 South
St. George, Utah 84770
313 673-6579

30 April 1985

TOWN LIFT MID STATION SITE

PHASE II

Principals
Winter L. DeLaMare, AIA
Eugene J. Woodruff, AIA
Keith Stepan, AIA

Associates
Richard S. Barrett
Annis B. Patten

1	5	25,000	50	Room x.66		
2	5	25,000	50			
3	2	4,000	8			
4	3	6,000	12			
5	3	3,000	6			
Lobby		3,000				
6	3	4,000	8			
Comm.		2,000				
Lobby		3,000				
7	4	10,000	20			
Comm.		2,000				
8	1	4,000	8			
TOTAL		81,000	162	107	90	40.50

TOTAL SUPPORT
COMMERCIAL

4,000

TOTAL LOBBY

6,000

TOTAL PHASE
I AND II

155,000 310 205 207 77.50

TOTAL SUPPORT
COMMERCIAL

8,000 (Allowed % .05 = 7,750)

TOTAL LOBBY

9,000

TOTAL PROJECT CREOLE MINE SITE, TOWN LIFT MID STATION SITE

Sq. Ft.	No. Hotel Rooms	Cars Req'd.	Cars Provided	Unit Equivalents
414,500	829	548	555	207.25

SAY 207

TOTAL SUPPORT COMMERCIAL

19,000 (Allowed % .05 = 20,725)

TOTAL LOBBY 17,500

NOTE: Lobby includes the following NON commercial support amenities:
Weight rooms, recreation rooms, saunas, administrative offices,
storage, guest ski storage, guest meeting rooms, etc.

30 April 1985

COALITION WEST SITE

PHASE I

Area No.	Floor No.	Sq. Ft.	Cars Req'd	Cars Provided	Unit Equivalents
1	1, 2	1,288	2		
2	1, 2	1,288	2		
3	1, 2	1,288	2		
4	1, 2	2,184	3		
5	1, 2	1,428	2		
6	1, 2	1,428	2		
7	1, 2, 3	2,673	3		
TOTALS		11,577	16	17	5.79

PHASE II

1	1, 2	1,836	2		
2	1, 2	2,520	3		
3	1, 2	1,440	2		
4	1, 2	1,440	2		
5	1, 2	1,440	2		
TOTALS		8,676	11	11	4.34
TOTAL PHASE I and PHASE II		20,553	27	28	10.13

COALITION EAST SITE

PHASE I

Area No.	No. of Floors	Sq. Ft.	No. Hotel Rooms	Cars Req'd	Cars Provided	Unit Equivalents
1	2, 3	2,520	4			
2	4	1,120	2			
3	1, 2	2,520	4			
4	3	1,120	2			
5	4	784	1			
6	1, 2, 3	6,720	12			
7	4	1,680	4			
8	1, 2, 3	6,384	12			
9	4	1,568	4			
10	1	854	1			
11	2, 3, 4	3,192	6			
12	1, 2, 3, 4	4,480	8			
13	1, 2, 3	3,360	6			
14	4	980	2			
15	1, 2, 3, 4	12,578	23			
TOTALS		49,860	91	60.06	71	24.93

Principals
Winter L. DeLaMare, AIA
Gene J. Woodruff, AIA
Keith Stepan, AIA

Associates
Richard S. Barrett
Dennis B. Patten

466 South 500 East
Salt Lake City, Utah 84102
Tel 531-6867

Suite 201
50 East 100 South
St. George, Utah 84770
Tel 673-6579

30 April 1985

Principals
Walter L. DeLaMare, AIA
Gene J. Woodruff, AIA
Keith Stepan, AIA

Associates
Richard S. Barrett
Annis B. Patten

COALITION EAST SITE

PHASE II

Area No.	No. of Floors	Sq. Ft.	No. Hotel Rooms	Cars Req'd	Cars Provided	Unit Equivalents
1	1,2,3	2,736	3			
2	4	648	1			
3	1, 2	2,240	4			
4	3	1,120	2			
5	4	952	2			
6	1, 2	2,240	4			
7	3	896	2			
8	4	504	1			
9	2, 3	3,780	6			
10	4	1,120	2			
11	1,2,3,4	4,066	8			
12	1,2,3,4	4,480	8			
13	1,2,3,4	3,384	4			

TOTALS 28,166 47 31 20 14.08

TOTAL PHASE I AND PHASE II

78,026 138 91.08 91 39.01

Deduct 2 unit equivalents (lobby & support space) 37

NOTE: Hotel space is used as a likely possibility. Unit equivalents may ultimately be condominiums, hotel rooms, or commercial space based on the unit equivalent formula and the restriction that commercial space be limited to the ground level and be located at least 35 feet from Park Avenue.

**D. UTILITIES AND DRAINAGE
BY P/S ASSOCIATES**

SUMMARY
of
UTILITY REQUIREMENTS
for the
SWEENEY PROPERTY MASTER PLAN
May 15, 1985

by P/S Associates, Inc.
652 South West Temple
Salt Lake City, Utah 84101
(801) 532-7681
Bruce Whited Project Engineer

TABLE OF CONTENTS

GENERAL

WATER IMPROVEMENTS

Storage
Source
Operation Facilities

SEWER IMPROVEMENTS

STORM DRAINAGE

COALITION EAST/WEST
FACILITY IMPROVEMENTS

May 15, 1985

UTILITIES

GENERAL

A study was made to determine the impact that this project would have on existing Park City utilities. The study was limited to an analysis of the Water System, Sewage System, and Storm Drainage facilities. In each category the Project impact was determined and measures taken to either improve existing conditions or mitigate the impact.

The water system improvements incorporated into the project were so selected as to provide Park City with additional and improved water system capabilities.

Storm drainage requirements were established that will improve existing runoff conditions for the 10 year 24 hour design storm.

Sewage load was distributed throughout the sewer system to minimize the impact on any one area.

In general the following proposed Utility Improvements reflect a positive impact on the overall utility service area.

WATER IMPROVEMENTS

STORAGE

The storage requirements are the controlling factor in sizing the water system. Fire flow of 2500 gal/min. for a 3 hr. duration and residential demands of 800 gal/day per equivalent unit were used to set preliminary storage capacities and transmission line sizes.

The equivalent units shown herein include all commercial and residential areas with an equivalent determination of 2000 sq. ft. per/unit.

Final design requirement for both residential and fire protection will be adjusted to comply with the final architectural plans and reflect actual demands.

May 15, 1985

Fire Flows - All Phases 2500 gal/min 3 hr. duration	450,000 gal.
Potable supply (Residential & Commercial)	
Creole Mine Site	108,200 gal.
Town Lift	65,200 gal.
Coalition West	8,104 gal.
Coalition East	19,944 gal.
	<hr/>
Total Storage Required	651,448 gal.
Use	0.7 million gal.

It is proposed to construct a 0.7 million gallon tank on site at elevation 7365. This location will supply minimum roof elevation pressures of 20 P.S.I. and maximum lower zone pressures of 120 P.S.I. A 10 inch distribution line will be required to deliver the required fire flows at acceptable pressures.

SOURCE

The water source will be the 10 inch main transmission line from the Empire Canyon and Woodside storage tanks which already services the area. It is the intent to connect directly to this line on-site and install a 10 inch transmission line to the proposed storage tank location.

A pressure reducing station will be installed in conjunction with the meter and control station to reduce the service pressure from 180 P.S.I. to 120 P.S.I.

During periods of low demand on the water system, water service to the proposed project and new storage facility will be direct gravity flow from the Woodside Tank. However, the present water sources from the Anchor and Judge Tunnels are not sufficient to supply the project during periods of peak demand.

During periods of peak demand the water source for the project will have to be obtained via the booster station located at 13th Street and Empire Avenue. Therefore, to assure a constant water supply to this project the water booster station will be upgraded by replacing existing manual controls with fully automatic equipment. This expenditure will enable potable water to be readily accessible from the lower to the upper pressure zone.

May 15, 1985

OPERATION FACILITIES

Telemetry controls will be installed in the new 0.7 million gallon reservoir (to be located above the Creole Mine Site), the pressure reducing valve on the new 10" tie in, and the existing booster station at Empire Avenue and 13th Street. All telemetry feed lines will be connected to the main control panels in the City shop building on Ironhorse Drive. This will provide a central point for monitoring and controlling the municipal water system network.

SEWER IMPROVEMENTS

Total development sewage flow from the Creole Mine Site and Town Lift Mid-station Site is approximately 500 gpm. Snyderville Basin Sewer Improvement District personnel indicate the Lowell Avenue sewer could handle this flow without any problems. The placement of planned improvements as well as existing topography limitations, however, dictate the connection of the Creole Mine Site to the Lowell Avenue sewer and the Town Lift Mid-station Site to existing facilities located at 8th Street and Woodside Avenue, thereby, splitting the total flow and mitigating any loading problem which could be encountered.

STORM DRAINAGE IMPROVEMENTS

The total site acreage is 123.5 acres. Only the 64 acres influencing the runoff area was considered as part of the drainage study. The remainder of the area will be preserved as open space in the undeveloped portion of the project.

The storm drainage requirements for the project were set by determining the existing runoff to be expected from a 10 year 24 hour storm. This flow was established as the maximum allowable 10 year 24 hour storm runoff for the new project.

The existing contributory runoff was calculated to be 0.42 cfs/acre, where a more typical, high unit of 0.50 cfs/acre would have been acceptable.

Storm drainage facilities were incorporated into the project to specifically decrease the total runoff by detaining on-site 100% of the peak 1 hour 10 year storm runoff from all hard surface areas. All non-landscaped surfaces were used to determine the detention volume, i.e. roadways, walks, decks, porches, canopies, etc. The runoff coefficient used was set at maximum (C=1.0) to assure total detainment.

Storm water detention basins of 7,200 cu. ft. and 27,000 cu. ft. will be installed on-site and incorporated into the maintained portion of the landscaped open space.

May 15, 1985

The detention basins will be lined with impervious material to prevent any percolation, planted with grass, and maintained by the project staff to assure trouble free operation.

All eventual drainage discharges will be made into existing storm drains or channels including a 15" pipeline tap to the existing 15" - 18" Park Avenue and 8th Street storm drain.

COALITION EAST/WEST FACILITY IMPROVEMENTS

All utilities in the coalition East and Coalition West developments in the old part of town will be connected directly to the existing facilities in the Park Avenue and 8th Street area including curb and gutter, storm drains, sewer, and water.

E. PRESERVATION OF OLD TRAM TOWERS

PRESERVATION OF SILVER KING TRAM TOWERS

All of the existing Silver King Mine ore tramway towers under control of MPE, Inc. will be preserved. This includes the first fourteen towers. (Towers #1 & 3, however, might have to be removed to make room for construction of the Town Lift.) These towers are the only standing mining structures found in the Historic District and are extremely important in that regard.

The tower bases will be cleared of dirt and debris. Where necessary the bases will be remortared with a 50/50 mixture of mortar and sand mix. The bases of the steel lattice work will be brushed and scraped free of dirt and loose rust scale. Then two coats of high quality rust preventative primer and two coats of high quality enamel paint will be applied by hand.

The first seven towers, highly visible from the Historic District, will be donated to Park City who will then become responsible for their future preservation and upkeep. This will involve the above mentioned maintenance approximately every 25 years. The upper ten towers will remain the responsibility of the MPE Inc.

F. TOWN LIFT AGREEMENTS

REAL ESTATE EXCHANGE AGREEMENT

This Real Estate Exchange Agreement, made and executed as of this 1st day of November, 1981, by and between PARK CITY DEPOT CORPORATION, a Utah corporation, ("Depot") and SWEENEY LAND COMPANY, a Utah general partnership, ("Sweeney").

RECITALS.

1. Depot is the owner of a parcel of real estate in Park City, Summit County, State of Utah, as more fully described on Exhibit A as Parcels B-1 and B-2 attached hereto, and by this reference made a part hereof.

2. Sweeney owns a parcel of real estate in Park City, Summit County, State of Utah, more commonly called "Coalition Property", as more fully described on Exhibit A as Parcels A-1 and A-2 attached hereto, and by this reference made a part hereof.

3. Depot's property is adjacent to Sweeney's property.

4. Depot desires to enter into an agreement with Greater Park City Company, a Utah corporation, sometimes hereinafter called "GPCC", for a parcel of land adjoining Sweeney's land for the purpose of constructing a ski lift. Land in addition to that owned by Depot is necessary for the construction of the base station for that ski lift; acquisition of that land is the basic purpose of the exchange provided for herein.

5. Sweeney is desirous of developing property adjacent to the property set forth on Exhibit A and in so doing it must have underground parking available.

6. The parties desire to exchange their parcels of real estate, subject to the conditions set forth hereinafter.

NOW, THEREFORE, for and in consideration of the exchange of real estate set forth herein, it is mutually agreed by and between the parties as follows:

1. Exchange. Subject to the conditions set forth in paragraph 2, Depot hereby transfers all of its right, title and interest in and to the property described on Exhibit A as Parcels

B-1 and B-2 attached hereto, and by this reference made a part hereof, to Sweeney, and Sweeney hereby transfers to Depot all of its right, title and interest in and to the property described on Exhibit A as Parcels A-1 and A-2 attached hereto, and by this reference made a part hereof.

2. Conditions. The exchange set forth in paragraph 1 shall not be effective until the following conditions are met:

(a) Approval by Park City acceptable to the parties hereto of the ski lift to be constructed using the property to be exchanged by Sweeney as a portion of the base stations in substantially the form set forth on Exhibits D-1, D-2, D-3 and D-4 attached hereto, and by this reference made a part hereof.

(b) Execution of an appropriate agreement, agreed to by Depot, Sweeney, Tramway Properties, an affiliate of Sweeney, and GPCC providing for the construction, operation and maintenance of a triple chairlift and related facilities utilizing certain ground and air rights owned by Depot, Sweeney, Tramway and GPCC. Said lease shall be substantially in the form of the lease agreement attached hereto as Exhibit B.

3. Possession and Title. Each party shall convey, by Special Warranty Deeds, title to the property being transferred by such party upon execution of this Agreement. Said Deeds shall be held by Kenneth J. Hanni, Esq. as Escrow Agent until such time as the conditions set forth in paragraph 2 have been satisfied. If Kenneth J. Hanni is unable to serve as Escrow Agent, David L. Gillette shall serve as Escrow Agent. Upon notice by the parties hereto that the conditions have been satisfied, the Escrow Agent shall forthwith deliver the Special Warranty Deeds to the appropriate parties hereto and such delivery shall constitute transfer of possession of such property and all right to income therefrom as of the date of delivery.

4. Title Insurance. Upon delivery of the Special Warranty Deeds to Sweeney, Depot shall deliver, at its expense, in

the amount of \$200,000, an extended coverage ALTA Owner's Policy of Title Insurance, or equivalent, showing title vested as directed by Sweeney, subject only to the exceptions approved by Sweeney, based upon those exceptions set forth on a preliminary title report dated _____ with regard to the property. Upon delivery of the Special Warranty Deeds to Depot, Sweeney shall deliver, at its expense, in the amount of \$200,000, an extended coverage ALTA Owner's Policy of Title Insurance, or equivalent, showing title vested in Depot, subject only to the exceptions approved by Depot, based upon those exceptions set forth on a preliminary title report dated _____.

5. Closing. The closing shall be held at the office of Depot on or before January 31, 1982, at 3:00 p.m. At the closing, Depot shall deliver the following to the Escrow Agent:

(a) Special Warranty Deeds in favor of Sweeney for the real estate transferred hereunder.

(b) A partial release of parcels being conveyed by Amsal Service Corporation, beneficiary under a Deed of Trust dated February 27, 1982.

(c) A partial release of parcels being conveyed by Park City Depot, a Utah partnership, under Deed of Trust dated February 27, 1981.

Sweeney shall deliver the following:

(a) Special Warranty Deeds in favor of Depot for the real estate transferred hereunder.

(b) A partial release of parcels being conveyed by Commercial Security Bank under Deed of Trust dated March 25, 1981.

6. Parking. Depot hereby agrees to grant to Sweeney an easement for construction of an underground parking area on the property more fully described on Exhibit C as Parcels C and E attached hereto, and by this reference made a part hereof.* Said underground parking area is more fully set forth on Exhibits D-1, D-2 and D-3. Said property includes the real estate parcels

*Depot agrees, in the exercise of its approval rights in Paragraph 5 of Exhibit B, to restrict such approvals so as not to materially interfere with the underground parking area provided for herein. Sweeney agrees to cooperate in designing the underground parking area to reasonably accommodate necessary utilities.

In lieu of the partial releases from Depot in (b) & (c) and from Sweeney in (b), the parties hereto may substitute commitment letters from the secured parties wherein they commit to execute & deliver such partial releases at the time the deeds are delivered by the Escrow Agent as provided herein.

described on Exhibit A, as well as additional property owned by Sweeney adjoining the parcel described on Exhibit A. Depot agrees to provide reasonable access for ingress and egress to the construction site of the underground parking over and across the adjacent property owned by Depot. Sweeney shall be responsible for replacement or repair of any damage caused by such use. Said underground parking facility shall be constructed at the sole expense of Sweeney, but Sweeney shall not be responsible for any expense whatsoever occasioned by reason of GPCC's ski lift base station improvements and/or operations, except as to replacement or repair of any such improvements damaged or destroyed by Sweeney in the construction of the parking facility. Sweeney shall be responsible for any water problems that may arise from said construction. Sweeney shall also be responsible for landscaping and maintenance of the surface of the property prior to completion of its proposed development.

7. Brokers', etc. Fees. Depot and Sweeney each represents to the other that they have not entered into any agreement or incurred any obligation which might result in an obligation to pay any sales or brokerage commission or finder's fee on this transaction.

Depot and Sweeney each agree to indemnify and hold harmless the other from and against any sales or brokerage commission or finder's fee due or owing to any third party that results from the indemnifying party's action or agreements in connection with the execution or performance of the terms of this agreement.

8. Indemnification. Depot agrees to indemnify and hold harmless Sweeney from any litigation it is involved in with regard to title problems relating to the exchanged property, except those matters as to which Sweeney has accepted pursuant to paragraph 4.

9. Subsequent Exchange. In the event the parties hereto acquire title to the Parcels shown on Exhibit A as A-3 and B-3, said parcels shall be conveyed by Quit-Claim Deeds by Sweeney and Depot respectively.

10. Tax-Free Exchange. The parties intend that the exchanges contemplated by this agreement shall qualify as tax-free exchanges pursuant to the provisions of Section 1031 of the Internal Revenue Code of 1954, as amended.

11. Agreement of the Parties. This agreement represents the entire and integrated agreement of the parties hereto. Both parties hereto expressly acknowledge, warrant and understand that there are no statements, representations, inducements or agreements made between the parties hereto except as expressly set forth herein. No amendment, supplement or termination hereof shall be valid except by way of a writing subscribed by the parties hereto.

12. Attorney's Fees. If either party commences an action against the other party to enforce any of the terms hereof, or because of the breach by any party of the terms hereof, the losing party shall pay the prevailing party reasonable attorney's fees and costs and expenses incurred in litigation, as determined by the court.

13. Cancellation of Exchange. If the ski lift is not constructed by December 1, 1983 or such extended time as agreed to by the parties hereto, the parties hereto hereby agree to terminate this agreement and the Escrow Agent shall return the property which is the subject of this Exchange Agreement, free and clear of any and all liens or encumbrances and at no cost to the other party, and to cancel the easement provided for in paragraph 6.

14. Time. Time is of the essence of this agreement and every provision thereof.

15. Notices. Unless otherwise provided in this agreement, all communications, notices and demands of any kind which either party may be required or desire to give or serve upon the other party shall be made in writing and delivered by personal service to the other party or to an officer of the other party or sent by telegram or registered or certified mail.

To Depot: Park City Depot Corporation
1979 South 700 West
Salt Lake City, Utah 84104

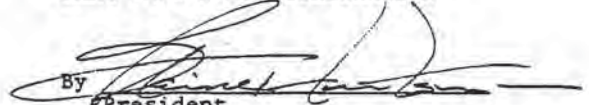
To Sweeney: Sweeney Land Company
2640 Maywood Drive
Salt Lake City, Utah 84109

Notices shall be effective upon receipt or upon deposit in United States Mail, registered or certified mail, return receipt requested.

16. Successors and Assigns. Each and every of the obligations, covenants and conditions and restrictions of this agreement shall inure to the benefit of and be binding upon and enforceable against, as the case may require, the successors and assigns of Depot and Sweeney.

IN WITNESS WHEREOF, the parties to this agreement have hereunto signed their names the date and year first above written.


PARK CITY DEPOT CORPORATION

By 
President

Attest:



SWEENEY LAND COMPANY

By 

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT is made and executed as of this 22nd day of November, 1983, by and between PARK CITY DEPOT CORPORATION, a Utah corporation ("DEPOT") and SWEENEY LAND COMPANY, a Utah general partnership, "(SWEENEY)".

Recitals

1. DEPOT and SWEENEY entered into a Real Estate Exchange Agreement as of November 1, 1981, providing for the exchange of certain property in Park City, Summit County, State of Utah, as more fully described in said agreement. Paragraph 13 of said agreement provided for a cancellation of the exchange if the ski lift contemplated under the exchange agreement was not completed prior to December 1, 1983.

2. The parties to the Exchange Agreement subsequently entered into an agreement, commonly called the "TRAM AGREEMENT," on November 30, 1981, with Greater Park City Company for the construction and operation of the proposed ski lift. That agreement was amended as of the 5th day of October 1982 extending the time for performance of the construction of the ski lift until December 1, 1984.

3. Consequently, it is appropriate to amend the Real Estate Exchange Agreement to extend the time for performance until December 1, 1984.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration paid by PARK CITY DEPOT CORPORATION to

SWEENEY LAND COMPANY, the receipt and sufficiency of which is hereby acknowledged, the parties hereto extend the time of performance of the Real Estate Exchange Agreement, specifically Paragraph 13 of said agreement, to December 1, 1984.

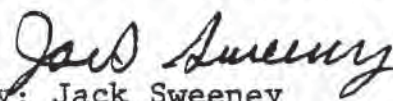
Except as specifically amended by this document, the Real Estate Exchange Agreement continues in full force and effect between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this EXTENSION AGREEMENT as of the day and year first above written.

PARK CITY DEPOT CORPORATION

By: A. BLAINE HUNTSMAN, JR.
Its: Chairman

SWEENEY LAND COMPANY,
a Utah General Partnership


By: Jack Sweeney
Its: Managing Partner

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT is made and executed as of this 30th day of November, 1984, by and between PARK CITY DEPOT CORPORATION, a Utah corporation ("DEPOT") and SWEENEY LAND COMPANY, a Utah general partnership, ("SWEENEY").

Recitals

1. DEPOT and SWEENEY entered into a Real Estate Exchange Agreement as of November 1, 1981, providing for the exchange of certain property in Park City, Summit County, State of Utah, as more fully described in said agreement. Paragraph 13 of said agreement provided for a cancellation of the exchange if the ski lift contemplated under the exchange agreement was not completed prior to December 1, 1983.

2. The parties to the Exchange Agreement subsequently entered into an agreement, commonly called the "TRAM AGREEMENT," on November 30, 1981, with Greater Park City Company for the construction and operation of the proposed ski lift. That agreement was amended as of the 5th day of October 1982 extending the time for performance of the construction of the ski lift until December 1, 1984.

3. The parties to the Exchange Agreement subsequently entered into an Extension Agreement on November , 1983 that extended the time for performance of the construction of the ski lift until December 1, 1984.

4. The Tram Agreement was further amended on the 14th day of August , 1984 extending the time for performance of the construction of the ski lift until December 1, 1985.

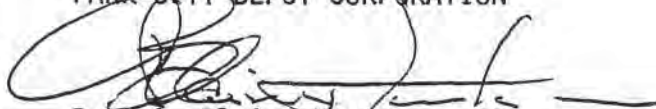
5. Consequently, it is appropriate to amend the Real Estate Exchange Agreement to extend the time for performance until December 1, 1985.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration paid by PARK CITY DEPOT CORPORATION to SWEENEY LAND COMPANY; the receipt and sufficiency of which is hereby acknowledged, the parties hereto extend the time of performance of the Real Estate Exchange Agreement, specifically Paragraph 13 of said agreement, to December 1, 1985.

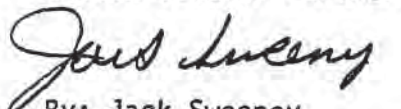
Except as specifically amended by this document, the Real Estate Exchange Agreement continues in full force and effect between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this EXTENSION AGREEMENT as of the day and year first above written.

PARK CITY DEPOT CORPORATION


By: A. Blaine Huntsman, JR.
Its: Chairman

SWEENEY LAND COMPANY,
a Utah General Partnership


By: Jack Sweeney
Its: Managing Partner

AGREEMENT

AGREEMENT, made and executed this 30th day of November, 1981, by and between PARK CITY DEPOT CORPORATION, a Utah corporation ("Depot"), SWEENEY LAND COMPANY, a Utah general partnership ("Sweeney"), TRAMWAY PROPERTIES, a Utah general partnership ("Tramway"), and GREATER PARK CITY COMPANY, a Utah corporation ("GPCC").

RECITALS.

1. Depot is the owner of a parcel of real estate located in Park City, Summit County, State of Utah, more fully described on Exhibit A attached hereto, and by this reference made a part hereof.

2. Sweeney Land Company owns an aerial right-of-way commencing from property now owned by Depot, previously called the "~~Coalition Property~~", said ~~right-of-way~~ acquired from United Park City Mines Company, and running in a Southwesterly direction, sometimes hereinafter referred to as "Tramway", as more fully described on Exhibit B attached hereto, and by this reference made a part hereof. Tramway Properties owns or controls land on which the "Quittin' Time Ski Run" and the "Creole Ski Run" are to be located and upon which the Ski Trails and the Silver Mountain Development ski-in and ski-out trails, as shown on Exhibit C attached hereto and by this reference made a part hereof, will be constructed.

3. GPCC is the owner and operator of the Park City Ski Resort and desires to own, operate and maintain a base station for a transportation ski lift (sometimes hereinafter called the "Lift") on the property owned by Depot and to construct a Lift and to build Lift towers on the Tram-Right-of-Way to facilitate the Lift. GPCC also wants to construct and maintain the "Quittin' Time Ski Run", the "Creole Ski Run", the Ski Trails (shown on Exhibit C hereto (hereinafter "the Ski Trails"), and

the Silver Mountain Development ski-in and ski-out trails.

4. Sweeney, Tramway, and Depot are willing to provide property for a base station, an intermediate loading station and for the ski lift, two parking stalls for vehicles for GPCC or its employees, an area for a ticket booth, and restroom facilities for employees and invitees of GPCC during the operation of the Lift, and a Park Avenue bus turn-out and unloading station.

5. Depot, Sweeney and Tramway are willing to lease surface space and air rights to GPCC for a Lift, towers, ticket booth and restrooms, "Quittin' Time Ski Run", "Creole Ski Run", Ski Trails shown on Exhibit C hereto in red, and Silver Mountain Development ski trails, subject to the terms and conditions set forth in this agreement.

6. Depot and Sweeney recognize that if the construction of the Lift is approved by the Park City Council, Depot and Sweeney will receive substantial benefit from the increase in property values for property owned by Depot and Sweeney adjacent to the property to be leased as a base station, and that GPCC will receive substantial benefit from the planned development of the adjacent property by Depot, Sweeney and Tramway.

7. Sweeney and Tramway desire to provide an easement for use by GPCC of the area commonly known as "Quittin' Time Ski Run", "Creole Ski Run", and for the Ski Trails.

8. Depot and Sweeney intend to build condominium units on property adjacent to the leased property.

NOW, THEREFORE, for and in consideration of the property lease by Depot, Tramway and Sweeney and the covenants of GPCC set forth herein and other mutual covenants, it is mutually agreed by and between the parties as follows:

1. Lease. Depot, Tramway and Sweeney hereby agree to lease to GPCC, for a rental of \$10.00 per year paid to each Lessor for a period of 70 years, or for the duration of GPCC's master

lease with United Park City Mines Company dated January 1, 1971 and amended May 1, 1975, whichever occurs first, the property set forth on Exhibit A attached hereto and the aerial right-of-way as set forth on Exhibit B attached hereto and by this reference made a part hereof. Tramway shall lease, or grant an easement to use, for a rental of \$10.00 per year, the property needed for the Ski Trails, the intermediate station and public thoroughfares as described on Exhibit C attached hereto and by this reference made a part hereof.

2. Construction of Lift.

(a) GPCC agrees, subject to the prior approval of the Park City Council, to construct a triple chair-lift with a base station on the property leased by Depot and using the aerial right-of-way on the property leased by Sweeney, said Lift to have a capacity of not less than 1,200 nor more than 2,400 persons per hour. GPCC will be responsible for all costs incident to the construction, maintenance and operation of the Lift including, but not limited to, the cost of constructing the platform, the Park Avenue bus turn-out and unloading station, the Lift, new towers, power facilities, housing facilities for the power, unloading and off-loading facilities at the top, mid-station and bottom of the Lift, ticket house, public restrooms and all similar and related expenses. In the construction of the base station, the Lift and the Park Avenue bus turn-out and unloading station, GPCC will comply with the plans attached hereto as Exhibit D relating to the supporting pillars and height of the base station so as to facilitate the construction of Sweeney's underground parking facility to be built on part of the leased property and on adjacent property.

(b) GPCC shall construct, at its own expense, the

new "Quittin' Time Ski Run" and the "Creole Ski Run" and the necessary ski trails near Norfolk Avenue and in cooperation with Tramway, shall cut the mid-station and ski-in and ski-out trails from Tramway's Silver Mountain Development to GPCC's Nastar and Pay Day Ski Runs. Said runs and trails shall be constructed to complement Tramway's development. Tramway shall indicate where it desires trails. GPCC shall have final right of approval as to where such trails, if approved by GPCC, shall be constructed. Such approval shall not be unreasonably withheld. GPCC shall additionally clear thoroughfares from the proposed ski run near Norfolk Avenue to city property.

(c) GPCC will be solely responsible for all architectural, engineering, and attorney's fees and other expenses related directly to the Lift and appurtenant structures.

(d) GPCC, Depot and Sweeney shall cooperate and work jointly in leasing, exchanging or purchasing property located beneath the existing "Tramway" or for aerial rights which are not now owned by Sweeney and which are necessary for the construction of the Lift. Sweeney and Tramway reasonably believe that the only rights remaining to be acquired are set forth on Exhibit E, which is attached hereto and by this reference made a part hereof.

3. Time of Performance. It is anticipated that the Lift and related facilities should be constructed during the summer of 1983 so as to be available for the 1983-1984 ski season. GPCC, however, agrees to use its best efforts to complete the construction during the summer of 1982 for the 1982-1983 ski season. If construction is not completed by

December 1, 1983, the lease provided for herein shall terminate as of that date. GPCC shall be responsible for arranging and financing the construction of all such facilities within such time period.

4. Approvals. All parties will proceed as soon as reasonably possible after the execution of the agreement to submit a plan for the Lift, towers, ski runs and trails which are the subject of the agreement. GPCC will be responsible for making all studies and presentations concerning the Lift, towers, ski runs and trails to the Park City Planning Commission and City Council. Included in the presentation will be the following:

(a) All necessary vehicular and pedestrian traffic studies required by the Park City Planning Commission and City Council concerning any questions related to congestion caused by the Lift.

(b) Presentation of a design for the Lift, towers, ski runs and trails, and any other structures pertaining directly to the operation, construction and maintenance of the Lift.

(c) Other impact questions raised by the Planning Commission, City Council and other governmental agencies.

5. Access. Sweeney and Depot will provide in the leased property sufficient space for a bus turnout on Park Avenue for skiers to enter and use the Lift facilities. Depot will provide on the lease property space for a ticket house for GPCC to sell tickets, the design for said space to be approved by Depot. All costs of construction of the ticket space will be paid by GPCC. Depot will also provide on the leased property space for the construction by GPCC, at GPCC's sole expense, of restroom facilities for employees and invitees of GPCC. Depot must approve plans for these facilities prior to the commencement of construction. Depot will also provide on the leased property enough space for GPCC to park two vehicles, but shall not be

responsible for providing parking for skiers. GPCC shall have the right to provide the loading stations for the Lift at the intermediate point of travel of the Lift shown on Exhibit C.

6. Maintenance. GPCC will be responsible for upkeep and maintenance of the Lift, ticket space, restroom facilities, Tramway and towers, "Quittin' Time Ski Run", "Creole Ski Run", ski trails above Norfolk Avenue and the Silver Mountain Development ski-in and ski-out trails. It is anticipated that the primary drive machinery and all power facilities will be located at the upper end of the Lift and that all possible maintenance work will be performed at the upper end. GPCC will also be responsible for the upkeep and maintenance of platforms, sidewalks, or driveways used by skiers during the ski season. GPCC will be responsible for all snow removal on all walkways, platforms or any areas which GPCC or skiers use for the purpose of entering upon the property comprising the base site. Upon the close of the ski season, GPCC will repair and/or replace all property worn, damaged or destroyed by skiers and/or employees of GPCC and close the Lift in the same manner as the Victoria Station Lift. GPCC will close and secure the ticket space and the restroom facilities, if any, provided. Any Lift equipment which is permanently fixed to the structure shall be maintained so as not to constitute an attractive nuisance under Utah law. In providing the necessary maintenance under this agreement, GPCC will notify Depot and Sweeney of maintenance schedules for major maintenance during the off season for maintaining Lift equipment, said notification to include an outline of what type of maintenance is necessary and when the maintenance crews will have to be at the site. Depot and Sweeney, or the appropriate homeowner's association, shall have the right to landscape the leased property and to maintain it at GPCC's expense. GPCC shall have the right to approve said landscaping prior to its commence-

Council and law enforcement officials in drafting ordinances to control pedestrian and vehicular skier traffic during the operation of the Lift and will actively work with the Park City police officials to enforce all parking and traffic ordinances.

9. Access to Aerial Right-of-Way. If GPCC requires additional access not available in the right-of-way leased hereby, GPCC shall be responsible for obtaining permission from property owners to enter upon or to use their land for removing existing tram towers and/or installing and servicing the towers and shall further be responsible for removing any existing tram towers appropriate in constructing the ski lift facilities. The parties understand that GPCC must walk, ski or snowmobile the entire lift line as required by the insurance carrier.

10. Removal of Liens. If, because of any act or omission of GPCC, any mechanics liens shall be filed against Depot, Tramway or Sweeney or against any of the adjacent land utilized for purpose of the ski lift construction, GPCC shall, at its own cost and expense, cause the same to be discharged of record or bonded within 90 days after written notice from Depot, Tramway or Sweeney of the filing and shall indemnify and hold harmless Depot, Tramway and Sweeney from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorney's fees, resulting therefrom.

11. Signs. During the ski season, with the prior approval of Depot, GPCC shall have the right to install, maintain and place in, on or over, and in front of the adjacent property, or in any part thereof, such signs and advertising matter as GPCC may desire, or as may be required by GPCC's insurance carrier, and GPCC shall comply with any applicable requirements of governmental authorities having jurisdiction and shall obtain any necessary permits for such purposes. As used in this paragraph, the word "sign" shall be construed to include any placard, light,

or other advertising symbol or object, irrespective of whether the same be temporary or permanent.

12. Indemnification. GPCC shall indemnify and save harmless Depot, Tramway and Sweeney from and against any and all liability, damage, penalties or judgments arising from injuries to persons or properties sustained by anyone in or about the leased property or resulting from any act or acts or omissions of GPCC's officers, agents, servants, employees, contractors or sub-lessees. GPCC shall, at its own cost and expense, defend any and all just suits or actions which may be brought against Depot, Tramway and Sweeney or in which any one of these parties may be interpleaded with others upon any such above mentioned matter, claim or claims.

13. Obligation of Lessors. Except for affirmative acts or negligence of Depot or the affirmative acts or negligence of officers or employees of Depot, or partners, agents, servants, employees or contractors of Sweeney or Tramway, Depot, Tramway and Sweeney shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons at any time on the leased property or "Tramway", including any damage or injury to GPCC or to any of GPCC's officers, agents, servants, employees, contractors, customers or sub-lessees.

14. Insurance. During the period the Lift and appurtenant parts are installed and in operation, GPCC shall provide at its expense, and keep in force during the term of this agreement, general liability insurance in an insurance company satisfactory to the lessors, in the amount of at least \$1,000,000 with respect to injury or death to any one person, \$5,000,000 with respect to injury or death to more than one person in any one accident or occurrence and \$1,000,000 with respect to property damage. Such policy or policies shall include Depot, Tramway and Sweeney and any mortgagee as named insureds. GPCC

agrees to deliver certificates of such insurance to Depot, Tramway and Sweeney by the date GPCC begins construction of the Lift and/or towers and thereafter not less than 10 days prior to the expiration of any such policy. Such insurance shall be non-cancellable without 10 days written notice to Depot, Tramway and Sweeney and to each mortgagee. Said policy limits shall be increased if GPCC increases its limits for other ski lifts owned or operated by GPCC or related companies.

15. Property Taxes. GPCC shall be responsible for all real property taxes assessed by Summit County, State of Utah for the property set forth on Exhibits A, the tramway shown on Exhibit B and the ski runs outlined in red on exhibit C attached hereto. GPCC shall also be responsible for all taxes lawfully assessed against the personal property of GPCC located in the ski lift, including base site and all appurtenant structures, and shall also be responsible for any sales or use tax and any other tax lawfully assessed against GPCC in its operation of the Lift.

16. Utilities. GPCC shall be responsible for the payment of all utilities related to the operation of the Lift, including, but not limited to, ticket space, restroom facilities and the operation of the Lift itself. Utilities shall include gas, electricity, telephone, water and garbage removal.

17. Abandonment of Lift. If, during the first 10 years of operation, GPCC abandons the Lift, GPCC will do the following:

(a) GPCC shall remove all ski lift equipment and fixtures that are not permanently fixed to the leased property and all of the towers within the "Tramway".

(b) GPCC further agrees to pay to Depot and Sweeney in the following proportion, 50% to Depot and 50% to Sweeney, should GPCC abandon the Lift during the first year after the Lift has been in operation, the amount of \$100,000 in cash within 30 days from the date GPCC aban-

dons the Lift. If GPCC abandons the Lift after the first year of operation as set forth above, the \$100,000 will be adjusted by a percentage increase or decrease from the base period as measured by the change in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index. The Index published for the calendar year in which the Lift officially opens shall be considered the base period.

(c) In the event the Lift is not abandoned within the first 10 year period, but sometime later, GPCC shall be obligated to remove all ski lift equipment and fixtures that are not permanently affixed to the leased property and all the towers and appurtenances within the "Tramway", the "Quittin' Time Ski Run", "Creole Ski Run" and, if any, the Ski Trails.

(d) In removing the equipment pursuant to this paragraph, GPCC further agrees that it will immediately repair, replace and take whatever other steps are necessary to place the base site and surrounding property in such a state as if the Lift, towers, ski runs and trails had never been installed, constructed or approved.

18. Use of the Property. GPCC hereby agrees that the Lift to be constructed upon the leased property shall be used primarily for the transportation of skiers, transportation of first aid equipment and personnel, and as a utility platform transport.

19. Termination. Notwithstanding any other provisions of this agreement, said agreement as to use of the leased property shall terminate immediately upon the withdrawal of permission by the Park City Council of the operation of a ski lift from and on said property. Such withdrawal shall be considered an "abandonment" for the purpose of paragraph 17, but the payment

of damages pursuant to paragraph 17 shall not apply.

20. Default. In the event GPCC shall neglect or fail to perform or observe any covenants, provisions or conditions set forth in this agreement, Depot, Tramway and Sweeney shall give 30 days written notice to GPCC designating such default. Default against any one of Depot, Tramway and Sweeney shall constitute a default against all three.

(a) If within 30 days after written notice of default, or if more than 30 days shall be required because of the nature of the default, GPCC fails to proceed diligently to cure such default, then in that event GPCC shall be responsible to Depot, Tramway and Sweeney as their interests appear for any and all damages sustained by them as a result of GPCC's breach unless such damages are or would be covered by insurance provided or required to be provided by GPCC, but limited in all events to the liquidated amount set forth in paragraph 17 hereinabove.

(b) Upon any termination of this agreement by Depot, Tramway and Sweeney pursuant to paragraph 19, or at any time thereafter, Depot, Tramway and Sweeney may, in addition to and without prejudice to any other rights and remedies they shall have at law or in equity, re-enter the space where the Lift, ticket booth and restrooms are located and recover possession thereof and dispossess any or all employees, officers or agents of GPCC in the manner prescribed by the appropriate statute relating to summary proceedings or similar statutes, and GPCC shall in such cases remain liable to Depot, Tramway and Sweeney as provided herein.

(c) Failure of GPCC or Depot, Tramway and Sweeney to complain of any act or omission on the part of the

other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by any party, at any time, express or implied, of any breach of this agreement shall be deemed a waiver of a breach of any other provisions of this agreement or consent to any subsequent breach of the same or any other provision.

21. General Provisions.

(a) Time is of the essence in performing all of the obligations of each party under this agreement.

(b) Unless otherwise provided in this agreement, all communications, notices and demands of any kind which either party may be required or desire to give or serve upon the other party shall be made in writing and delivered by personal service to the party or to an officer of the other party or sent by telegram or registered or certified mail, addressed to:

To Depot:	Park City Depot Corporation 1979 South 700 West Salt Lake City, Utah 84104
To Sweeney:	Sweeney Land Company 2640 Maywood Drive Salt Lake City, Utah 84109
To Tramway:	Tramway Properties 2640 Maywood Drive Salt Lake City, Utah 84109
To GPCC:	Nick Badami, Chairman Greater Park City Company P. O. Box 39 Park City, Utah 84060

or to such other address or addresses as the parties hereto shall hereinafter designate in writing. Notices by mail shall be deemed effective and complete at the time of posting and mailing thereof in accordance herewith and all other notices shall be effective upon receipt.

(c) If either party hereto commences an action

against any other party to enforce any of the terms hereof, or because of the breach of any party of the terms hereof, the losing party shall pay the prevailing party reasonable attorney's fees and costs and expenses incurred in the litigation, as determined by the court.

22. Force Majeure. If, during the term of this agreement, any party hereto is unable to perform the terms and conditions set forth herein due to any acts of God, fires, floods, or restrictions imposed by any government or governmental agency including property moratoriums by Park City or Summit County, inability to obtain appropriate permits or other delays beyond either party's control, this agreement shall continue to be binding and neither party will be relieved of the obligations to perform the terms and conditions set forth herein except as to any time restraints. In all events, if construction is not completed by December 1, 1983, for matters set forth in this paragraph the lease provided for herein shall terminate as of that date and no damages shall be owed by any party.

23. Modifications. This agreement shall not be modified unless in writing and signed by all the parties hereto in the same manner as this agreement is executed.

24. Severability. If any term, covenant, condition or provision of this agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

25. Successors and Assigns. This agreement shall be binding and conclusive upon and inure to the benefit of the respective parties hereto and their successors, heirs, assigns,

executors, administrators and legal representatives.

26. Applicable Law. This agreement shall be interpreted in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have fully executed this agreement as of this 30th day of November, 1981.

PARK CITY DEPOT CORPORATION

By *[Signature]*
Chairman

SWEENEY LAND COMPANY

By *[Signature]*
Jack Sweeney, Managing Partner

TRAMWAY PROPERTIES

By *[Signature]*
Jack Sweeney, Managing Partner

GREATER PARK CITY COMPANY

By *[Signature]*
Nick Badami, Chairman

EXHIBIT "A"

A description of the property owned by Depot is included within Exhibit "D" hereof.

EXHIBIT "B"

Tramway Right-of-Way Description

An outline of the tramway right-of-way is contained within Exhibit "D" attached hereto.

EXHIBIT "E"

Rights through the Snead property and the Carr property
as shown on Exhibit "D".

J. Sweeney

FIRST AMENDMENT TO TRAM AGREEMENT

THIS First Amendment to Tram Agreement is executed as of this 5th day of October, 1982, by and between PARK CITY DEPOT CORPORATION, A Utah corporation ("Depot"), SWEENEY LAND COMPANY, a Utah general partnership ("Sweeney"), TRAMWAY PROPERTIES, a Utah general partnership ("Tramway") and GREATER PARK CITY COMPANY, a Utah corporation ("GPCC").

R E C I T A L S

1. The parties hereto entered into a certain agreement dated the 30th day of November, 1981, regarding the proposed construction and operation of a tram in Park City, Summit County, State of Utah (the "Tram Agreement").

2. Because of certain delays in the proposed Project, the parties desire to amend portions of the Tram Agreement to allow for a later construction of the Tram.

3. The parties have determined that it is in their best interest to make such an amendment.

NOW, THEREFORE, for Ten Dollars and other good and valuable consideration paid by GPCC to each of the other parties to this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto amend the Tram Agreement as follows:

1. Paragraph 3 of the Tram Agreement is deleted in its entirety and in its place the following paragraph 3 is inserted:

(3) Time of Performance. It is anticipated that the Lift and related facilities should be constructed during the summer of 1984 so as to be available for the 1984-1985 ski season. If construction is not completed by December 1, 1984, the lease provided for herein shall terminate as of

that date. GPCC shall be responsible for arranging and financing the construction of all such facilities within such time period.

2. Paragraph 22 of the Tram Agreement is amended by deleting the date December 1, 1983, contained in the said paragraph 22 and replacing date by the date December 1, 1984.

3. Except as specifically amended by this document, the Tram Agreement continues in full force and effect between the parties hereto.

4. This document may be executed in counterparts.

IN WITNESS WHEREOF the parties have executed this First Amendment as of the day and year written above.

PARK CITY DEPOT CORPORATION

By 
BLAINE HUNTSMAN, Chairman

SWEENEY LAND COMPANY

By _____
JACK SWEENEY, Managing Partner

TRAMWAY PROPERTIES

By _____
JACK SWEENEY, Managing Partner

GREATER PARK CITY COMPANY

By _____
NICK BADAMI, Chairman of
the Board

SECOND AMENDMENT TO TRAM AGREEMENT

This Second Amendment to Tram Agreement is executed as of this 14th day of August, 1984, by and between PARK CITY DEPOT CORPORATION, a Utah corporation ("Depot"), SWEENEY LAND COMPANY, a Utah general partnership ("Sweeney"), TRAMWAY PROPERTIES, a Utah general partnership ("Tramway") and GREATER PARK CITY COMPANY, a Utah corporation ("GPCC").

R E C I T A L S

1. The parties hereto entered into a certain agreement dated the 30th day of November, 1981, regarding the proposed construction and operation of a tram in Park City, Summit County, State of Utah (the "Tram Agreement").

2. The Tram Agreement was amended by First Amendment dated October 5, 1982.

3. Because of certain delays in the proposed Project, the parties desire to amend portions of the Tram Agreement to allow for a later construction of the Tram.

4. The parties have determined that it is in their best interest to make such an amendment.

NOW, THEREFORE, for Ten Dollars and other good and valuable consideration paid by GPCC to each of the other parties to this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto amend the Tram Agreement as follows:

1. Paragraph 3 of the Tram Agreement is deleted in its entirety and in its place the following paragraph 3 is inserted:

(3) Time of Performance. It is anticipated that the Lift and related facilities should be constructed during the summer of 1985 so as to be available for the 1985-1986 ski season. If construction is not completed by December 1, 1985, the lease provided for herein shall terminate as of that date. GPCC shall be

responsible for arranging and financing the construction of all such facilities within such time period.

2. Paragraph 22 of the Tram Agreement is amended by deleting the date December 1, 1984, contained in the said paragraph 22 and replacing date by the date December 1, 1985.

3. Except as specifically amended by this document and the First Amendment, the Tram Agreement continues in full force and effect between the parties hereto.

4. This document may be executed in counterparts.

IN WITNESS WHEREOF the parties have executed this Second Amendment as of the day and year written above.

PARK CITY DEPOT CORPORATION

By 
BLAINE HUNTSMAN, Chairman

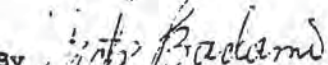
SWEENEY LAND COMPANY

By 
JACK SWEENEY, Managing Partner

TRAMWAY PROPERTIES

By 
JACK SWEENEY, Managing Partner

GREATER PARK CITY COMPANY

By 
NICK BADAMI, Chairman of
the Board

1826B
081484

G. EASEMENTS OF RECORD

POLE LINE EASEMENT

SILVER KING COALITION MINES COMPANY.

a corporation doing business in the State of Utah, hereby conveys and warrants to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and 16 Guys and 30 poles, with the necessary Guys, stubs, cross-arms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the premises of the Grantor, in Summit County, Utah, along a line described as follows:

Beg. on north boundary line of grantors property at north line of Kentucky No. 10, survey No. 5837 mining claim at a point 2640 ft. north and 250 ft. west, more or less, from the south 1/4 corner of Sec. 16, T. 2 S. R. 4 E. S. L.B. & M., th. running S. 55° 11' W. 490 ft., more or less, to angle pole, th. S. 20° 49' W. 1617 ft. to angle pole, th. S. 28° 13' W. 3560 ft. to angle pole, th. S. 36° 17' W. 697 ft. to angle pole, th. S. 44° 49' E. 497.6 ft. to Two pole structure and including a four pole switchrack, and crossing over Kentucky No. 10 survey No. 5837, Kentucky No. 8, survey No. 629 and Kentucky No. 9, survey No. 5840, Creole three, Typo No. 4, survey No. 651, Kentucky No. 7, survey No. 625, Kentucky No. 2, survey No. 620, Kentucky No. 3, survey No. 621, Sheridan survey No. 637, May Flower No. 8, survey No. 618, May Flower No. 2, survey No. 613, May Flower No. 3, survey No. 614, May Flower No. 4, survey No. 615, May Flower No. 5 & 7, survey No. 616, and Engineer survey No. 3441, mining claims, property of grantor in the E 1/2 SW 1/4 and the SW 1/4 SW 1/4 Sec. 16, the NW 1/4 NW 1/4 Sec. 21, the E 1/2 NE 1/4 and the NE 1/4 SE 1/4 Sec. 20, Twp. and Range aforesaid.

SILVER KING COALITION MINES COMPANY

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hands of the Grantors, this 31st day of October, A.D. 1927
SILVER KING COALITION MINES Company

By W. Mont Ferry V. President.

Attest: James Ivers Secretary.

STATE OF UTAH,)
County of SALT LAKE) ss.

On the 31st day of October, A.D. 1927, personally appeared before me, W. Mont Ferry & Jas. Ivers, who being by me duly sworn, did say that he is the Vice President of and

INDEXED: _____
 GRANTOR: _____
 GRANTEE: _____
 RELEASED: _____
 ABSTRACTED: _____
 STAMPED: _____

Entry No. 130212 Book M76
 RECORDED L19.76 at 11:02 A.M. Page 282
 REQUEST of Summit Co. Title 282
 FEE _____ WANDA Y. SPRINGS, SUMMIT CO. REC'D
 \$ 7.00 E. J. Wanda Springs
 INDEXED _____ ABSTRACT _____

GRANT OF EASEMENT

For good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, RAMSHIRE, INC., a Delaware corporation (hereinafter designated "Ramshire"), hereby grants and quitclaims to ROYAL STREET LAND COMPANY, a Utah corporation (hereinafter designated "Royal"), a non-exclusive easement of general passage by Royal, its agents, employees, invitees and assigns over and across the following described real property (hereinafter designated the "Easement Property") situated in Park City, Summit County, State of Utah:

That portion of Lots 31-32, Block 32; Lots 1-19 and 35-41, Block 77; Lots 13-17, Block 76; and 1-11, Block 79, all in the Park City Survey, Park City, Utah, that fall within a tract thirty (30) feet in width, the centerline of which is described as follows:

Beginning at a point on the East line of Block 1, amended plat of Park City, Summit County, Utah, said point being South 23°54' East 368.94 feet from the Northeast corner of said Block 1 and running thence South 65°52'25" West 348.42 feet; thence South 44°12'20" West 100.00 feet; thence South 30°23'20" West 325.00 feet; thence South 24°05'50" West 125.00 feet; thence South 9°31'15" West 140.00 feet; thence North 65°17'25" West 45.00 feet; thence North 2°53'05" West 590 feet to the West line of Block 79, Park City amended plat, said West line being also a West line of platted Park City; thence North 20° West 30.00 feet, which tract generally follows the street referred to as "King Road" in Park City, Utah.

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Said easement shall be appurtenant to and shall be utilized for the purpose of obtaining access from Main Street in Park City, Utah, to the following described real property (hereinafter designated the "Dominant Property") situated in Park City, Summit County, State of Utah:

Beginning at a point East 1414.80 feet and South 3974.85 feet from the Northwest corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 46°54'22" East 2906.65 feet; thence North 56°27'04" East 420.90 feet; thence North 0°28'22" East 1777.87 feet; thence North 89°05'17" West 1332.50 feet; thence North 0°45'47" East 1304.00 feet; thence North 89°32'08" West 1051.35 feet; thence South 2° East 524.76 feet; thence South 9° 32' West 845.46 feet to the point of beginning.

The parties hereto agree as follows:

1. Either party hereto shall have the right, without the necessity of any payment to the other party, to require that the Easement Property be dedicated as a public street, provided that the party electing to have said property so dedicated shall pay all costs and expenses incurred in said dedication, as well as all costs of construction of the improvements required in connection with said dedication. The other party shall, if said conditions are met, at the request of the party electing to have such area dedicated, ~~execute such plats and other instruments and documents~~ as are necessary to effectuate such dedication, provided that such party shall not be required to incur any liability, obligation or expense by reason of execution thereof.

2. The rights granted by Ramshire and Royal hereunder are granted without warranty or representation of title or otherwise. It is understood and agreed that this Grant of Easement shall relate only to such rights as Ramshire has in or to the Easement Property.

Executed this 10th day of October, 1975.

RAMSHIRE, INC.

By J. H. Burkett

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ROYAL STREET LAND COMPANY

By J. Warren King
Pres.

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 10th day of October, 1975, personally appeared before me
J. H. Beckler, who being by me duly sworn, did say that he,
the said J. H. Beckler is the Vice President
of RAMSHIRE, INC., and that the within and foregoing Instrument was signed
in behalf of said corporation and said J. H. Beckler duly
acknowledged to me that said corporation executed the same and that the seal
affixed is the seal of said corporation.



Sharon J. Fiske
Notary Public
Residing at Park Heber City, Utah

Feb. 11, 1978
My Commission Expires - June 1, 1978

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 15th day of October, 1975, personally appeared before me
J. Warren King, who being by me duly sworn, did say, that he,
the said J. Warren King is the President
of ROYAL STREET LAND COMPANY, and that the within and foregoing instrument
was signed in behalf of said corporation by authority of a resolution of its board of
directors and said J. Warren King duly acknowledged to me that said

BOOK 76 PAGE 284

corporation executed the same and that the seal affixed is the seal of
said corporation.

Sharon J. Hunt
Notary Public
Salt
Residing at Heber City, Utah



My Commission Expires: *2-11-78*

~~June 1, 1977~~

BOOKM76 PAGE285

When recorded return to:
BIELE, HASLAM & HATCH
50 West Broadway, 4th Floor
Salt Lake City, Utah 84101

Entry No.	226112
REQUEST OF	<i>Biele, Haslam & Hatch</i>
FEE	ALAN SPRIGGS, SUMMIT CO. RECORDER
\$	<i>10.00</i> By <i>Susan Johnson</i>
RECORDED	<i>10-12-84</i> at <i>10:30 M</i>

INDEXED: _____
 GRANTOR: _____
 GRANTEE: _____
 DATED: _____
 ABSTRACTED: *A 30 Sec 16*
 STAMPED: _____

DECLARATION OF PROTECTIVE COVENANT

THIS DECLARATION is made this 7th day of June, 1984, by John J.

Sweeney, Managing Partner of Tramway Properties (hereinafter referred to as "Owner").

1. PURPOSE OF COVENANT:

1.1 It is the intention of Owner as expressed by execution of this instrument that the property as set forth herein (hereinafter "Property"), and as more specifically described in Exhibit "A" and attached hereto, be maintained as a highly desirable residential property.

1.2 Owner hereby declares that the property and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the property and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes or easements as the case may be and shall constitute benefits and burdens to the Owner and its successors and assigns and to all parties hereafter owing any portion of said property.

2. GENERAL RESTRICTIONS:

2.1 The use of the property shall be limited to single family residences with a minimum of 3,750 square feet per lot. Each lot shall have a minimum of 50 front feet.

3. ENFORCEMENT:

3.1 The obligations and provisions set forth in paragraph 2 contained in this Declaration or any supplemental or amended Declaration with respect to the Property shall be enforceable by any owner of a portion or all of the property, subject to this Declaration, by a proceeding for a prohibitive or mandatory injunction and/or specifically provided for herein or by law for recovery of damages or amounts due and unpaid. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any supplemental or amended Declaration with respect to a person or entity or property of a person or entity shall be enforceable by the Owner proceeding for a prohibitive or mandatory injunction and/or by a suit or action to recover damages or to recover any amount due or unpaid. If court proceedings are instituted in connection with the rights or enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys fees and costs.

3.2 No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any supplemental or amended Declaration and no action to enforce the same shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith or for value and perfected by recording prior to the time of recording of any instrument giving notice of such violation or breach or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure on any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration or any supplemental or amended Declaration,

except only that violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors and assigns.

3.3 Neither Owner nor any agent or employee of the same shall be liable to any party for any action or for any failure to act with respect to any matter in this action taken or failure to act was in good faith and without malice.

4. GENERAL PROVISIONS:

4.1 Any provision, covenant, condition or restriction contained in this Declaration or any supplemental or amended Declaration which is subject to the common law rule sometimes referred to as a rule against perpetuity, shall continue and remain in full force and effect for a period of fifty (50) years. All other provisions, covenants, conditions or restrictions contained in this Declaration or in any supplemental or amended Declaration shall continue and remain in full force and effect until January 1, 2034 AD, provided, however, that unless one (1) year prior to said time of expiration there is recorded an instrument directing the termination of this Declaration executed by Owner of the property or portions of the property, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten (10) years and thereafter for successive periods of ten (10) years unless at least one (1) year prior to the expiration of any such extended period of duration this Declaration is terminated by recorded instrument directing termination and signed by the Owners of all of the property.

4.2 No provision, covenant, condition or restriction contained in

this Declaration or any supplemental or amended Declaration may be amended or repealed by the by the Owners of the property.


4.3 Invalidity or unenforceability of any provision of this Declaration or any supplemental or amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

4.4 All references to the Owner of the property or portions thereof shall, in the event there is more than one Owner of the property, mean all Owners of the property, and all pronouns shall be deemed referred to the masculine, feminine, singular or plural as the identity of the persons may require.

4.5 Failure to enforce any provision, restriction, covenant or condition of this Declaration or in any supplemental or amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provision, restriction, covenant or condition.

IN WITNESS WHEREOF John J. Sweeney as managing partner of Tramway Properties has executed this Declaration the day and year first above written.

TRAMWAY PROPERTIES

By 
JOHN J. SWEENEY
Managing Partner

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 7th day of June, 1984, personally appeared before me John J. Sweeney, who duly acknowledged to me that he executed the foregoing document.

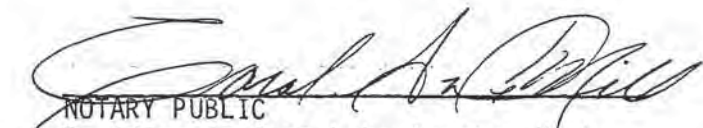

NOTARY PUBLIC
Residing in Salt Lake County, Utah



EXHIBIT "A"

Beginning at a point on the West line of the Park City Townsite, said point being North 31°40'53" West 583.55 feet, more or less, from a Park City Monument on the Centerline of Daly Avenue, also being on the boundary of the Alice Claim and running thence South 55°53'19" West 275 feet along said Alice Claim; thence North 10°38'38" East 801.19 feet; thence North 66°34'00" East 85.00 feet to said West line; thence South 0°08'50" East 666.99 feet along said West line to the point of beginning.

Containing 2.394 acres, more or less.

(Basis of bearing for the above description is the Park City Monuments at the Intersections of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East.)

EXHIBIT "A"

Beginning at a point on the West line of the Park City Townsite and the Northwesterly Boundary line of the Alice Claim as filed in the Bureau of Land Management Office, said point being North $31^{\circ}40'53''$ West, 583.55 feet, more or less, from a Park City Monument on the centerline of Daly Avenue, and running thence South $55^{\circ}53'19''$ West, 19.14 feet along the boundary of the Alice Claim; thence South $89^{\circ}51'10''$ West, 10.52 feet; thence South $55^{\circ}55'40''$ West, 241.15 feet; thence North $10^{\circ}38'38''$ East, 792.68 feet; thence North $66^{\circ}34'00''$ East, 85.00 feet to the West line of said Townsite; thence South $0^{\circ}08'50''$ East, 666.99 feet along said West line to the point of beginning.

Containing 2.360 Acres, more or less

(Basis of bearing for the above description is the Park City Monuments at the Intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South $23^{\circ}38'00''$ East.)

H. LIST OF ADJACENT PROPERTY OWNERS

NAME	CARE OF	STREET	CITY	STATE	ZIP	TAX #	DESCRIPTION
31-2 Club Inc.		175 South Main	Salt Lake City	UT	84111	PC 68,69,70	B4 L30-32
Adele D. Langton		4260 S. 27th East	Salt Lake City	UT	84117	PC 360-A	B29 L14-15
Alden T. or Ruth Staker		P. O. Box 72	Park City	UT	84050	SA 138	B14 L2-4
Barberger Company		163 S. Main	Salt Lake City	UT	84111	SA 321	Various
Burnis & Betty G. Watts		P. O. Box 705	Park City	UT	84050	PC 104	B6 L16-21
C. K. Nelson		P. O. Box 2184	Park City	UT	84050	PC 320	B13 Part
Carrine P. & Phyllis M. Iarrieri		1466 Chippewa Trail	Wheeling	IL	60090	PC 726	B7B L24-25
Carroll Horton		P. O. Box 2446	Park City	UT	84050	PC 341-B	B2B L2-5
Carson Investment Co.	Robert Carson	1002 E. South Temple	Salt Lake City	UT	84102	NR 5	Northstar
Charles R. & Margaret S. Bell		P. O. Box 2801	Park City	UT	84050	PC 369	B30 L6
Charles R. Bell, Etal.		P. O. Box 2801	Park City	UT	84050	PC 368	B30 L4
Charles T. & Phyllis M Bell		P. O. Box 2801	Park City	UT	84050	PC 368-B	B30 L5
Craig Schneckloth		P. O. Box 234	Park City	UT	84050	PC 728-1	B79 Part
Danaris D. W. Ethridge	Missing	Route 1 - Box 178	Athens	TN	37303	PC 362	B30 L5-6
Daniel M. Willard		2891 Costa Lane	Salt Lake City	UT	84115	QT 433	Quitting Time
David & Elizabeth Ann Thind	Ronald R. Nash	P. O. Box 3222	Park City	UT	84050	PC 718-C-2	B77 L25-27
David & Linda A. Myers		2680 Holiday Ranch Loop Rd.	Park City	UT	84050	PC 347A	B28 L14-16
David J. Willden, Jr.	Roy Reynolds	P. O. Box 1720	Park City	UT	84050	NF 4	Norfolk Lode
Debra K. Murillo	Craig Schneckloth	P. O. Box 234	Park City	UT	84050	PC 728-1	B79 Part
Delmar C & Beth H. Taylor		P. O. Box 4401	Park City	UT	84050	SA 312	B30 L5-6
Don Jordan		Route 1 - Box 178	Athens	TN	37303	PC 362	B29 L18-19
Dorothy Fay Schreyer		2891 Costa Lane	Salt Lake City	UT	84115	SA 145-A	B14 L19-21
Dr. Gerry Munsen		9039 Katy Freeway Suite 705	Houston	TX	77024	QT 431	Quitting Time
ELLEN C. Anderson		2134 St. Mary's Dr.	Salt Lake City	UT	84108	Alice Claim	Mining Claim
Elmer S. George		2937 Casto Lane	Salt Lake City	UT	84117	PC 373	B30 L9-12
Eva Sanchez	Robert H. Hittner	P. O. Box 231	Park City	UT	84050	SA 120	B11 L1
First Security Financial		135 South Main Street	Salt Lake City	UT	84111	NR 9	Northstar
Gail B. Ciacci		1971 Logan Avenue	Salt Lake City	UT	84108	QT 449	Quitting Time
Gaiski International Unlimited		574 12th Avenue	Salt Lake City	UT	84103	PC 367	B30 L2-3
Gary A. & Jane J. Kimball		P. O. Box 788	Park City	UT	84050	PC 338	B27 L17-18
Geneva A. Butkovich		3632 East Kaibab Circle	Salt Lake City	UT	84109	PC 354 A2	B29 Part
Gilbert J. & Naud Kimball		P. O. Box 535	Park City	UT	84050	PC 337	B27 L12-19
Gladys T. Wilds		1705 Ramona Avenue	Salt Lake City	UT	84108	PC 102	B6 L19
Glendor D. & Margaret R. McAdams		P. O. Box 1778	Park City	UT	84050	QT 443	Quitting Time
Greater Park City Company		P. O. Box 39-D	Park City	UT	84050	Various	Various
Gwendolyn Siddoway	Gwendolyn Larsen	RFD Box 196 A	Coalville	UT	84017	PC 333	B27 L8-9
Hector Westre		734 Warwick Road	Deerfield	IL	60015	NR 1	Northstar
Henery H. Cate Jr.		P. O. Box 1878	Casper	WY	B2602	NF 1	Norfolk Lode
Howard J. Kadwit		P. O. Box 68098	Park City	UT	84050	PC 375	B30 L12-14
Hunter Villa Condo	Daniel C. Hunter III	P. O. Box 78	Park City	UT	84050	PC 344,345	B28 L8-10
J. R. & Carolyn Jelks, Jr.		Star Rt. Box 380	Elgin	AZ	B5611	PC 320 A	B13 Part
J. Wayne Carlson, Etal.	Dean S. Berrett	P. O. Box 84	Park City	UT	84050	PC 367 A3	B30 L25
J. Bird Investment Properties Inc.		P. O. Box 231	Park City	UT	84050	PC 349,350	B28 L17-18
Jack Dozier & Dean S. Berrett		P. O. Box 84	Park City	UT	84050	PC 367 A2	B30 L26
James Paul		4265 Marina City Dr. A 507W7N	Marina Del Rey	CA	90292	PC 710-C	B77 L28-29
James R. Huck		2744 Azalea Drive	San Diego	CA	92106	SA 314	B30 L6-7
James M. & Martina Lewis		F. O. Box 808	Park City	UT	84050	PC 361	B29 L16-17
Janet Higham		304 Norfolk Avenue	Park City	UT	84050	PC 361-A1	B30 L27

PROPERTIES WITHIN 100' AS OF MAY 1, 1985

NAME	CARE OF	STREET	CITY	STATE	ZIP	TAX #	DESCRIPTION
Janice Pett Hart	Ray T. Welling	48 Ichabod St.	Salt Lake City	UT	84117	SA 311 A	B30 LB-10
Jessie A. Hales		P. O. Box 593	Park City	UT	84060	PC 45	B3 L12-14 17-21
Joan R. Stewart		222 N. 700 S.	Salt Lake City	UT	84101	PC 342, 343	B28 L5-7
Joe & Shirley Uriarte		P. O. Box 505	Park City	UT	84060	PC 353A	B29 L2-4
John & Lynne H. Roche		1220 Manitou Rd.	Santa Barbara	CA	93101	SA 5	B2 L1
John A. & Shirley M. Durhan		2209 E. 6200 S.	Salt Lake City	UT	84121	SA 311-1	B30 L1-4 11
John D. & Bonnie S. Sutton	F. Walter Richard	19021 San Diego Avenue	Lathrup Village	WA	98148	PC 327	B27 L1-2
John E. Kehoe		555 South Flower 46th Floor	Los Angeles	CA	90071	NR 6	Northstar
John K. Hayes, Etal.		190 S. 300 E.	Provo	UT	84601	PC 718	B78 L20-23
John M. & Sandra T. Anderson		2041 Webster St.	Palo Alto	CA	94301	SA 137	B13 Part
Joseph E. Bernolfo, Jr.		163 S. Main	Salt Lake City	UT	84111	SA 315, 321 C	East of Nascar Run
Justina Provost, Etal.		P. O. Box 377	Park City	UT	84060	PC 728-2	B79 L5-7
Kenneth & Berneil Kumee	Ted M. Larrenore	P. O. Box 1417	Park City	UT	84060	SA 135	B12 L2-7 B26 L1-5
Kenneth G. Collison	Beaker St. Devel. Co.	1007 Fifth Ave. Suite 700	San Diego	CA	92101	PC 75	B30 L22
Kim & Bonnie Deffebach		P. O. Box 2726	Park City	UT	84060	PC 332	B27 L7-8
Kim Ewig & Mary C. Mitesides		P. O. Box 2189	Park City	UT	84060	SA 146	B14 L17-19
Larry & Marie Romine		P. O. Box 78	Park City	UT	84060	PC 344	B27 L10-11
Leo G. & Margaret H. Rodgers	Daniel C. Hunter III	115 Niritz Avenue	Redwood City	CA	94061	PC 311	B13 Part
Lila M. Sundquist		164 South Allen	Midvale	UT	84047	PC 353	B29 L1-2 B1 L3-4
Melvin H. Fletcher, Etal.		P. O. Box 51	Park City	UT	84060	SA 343, N3 620	B7 Part
Michael B. & Elizabeth R. duPont	First Security Bank	18 Wee Burn Ln.	Darien	CT	6820	PC 800-2	Royal Street
Morton & Eitel Siegel	William Kranstover	405 South Main	Salt Lake City	UT	84111	QT 445	Quitting Time
Mina M. Machael		P. O. Box 2475	Park City	UT	84060	PC 728	B74 Part
Mina T. Marth		3197 Cape Verde	Costa Mesa	CA	92626	QT 441	Quitting Time
Norfolk Lode Condos	See NF tax numbers						B31 L17-20
North Star Subdivision	See NR tax numbers						
Old Miner's Lodge		P. O. Box 2639	Park City	UT	84060	PC 328	B27 L3-4 29-30
Opal Deeben		P. O. Box 776	Park City	UT	84060	PC 376	B30 L14-16
Patrick J. & Francis Pirraglio		P. O. Box 607	Park City	UT	84060	PC 340	B28 L1
Peggy Prianos		P. O. Box 2184	Park City	UT	84060	SA 137-1	B 13 Part
Philip B. Curry, Etal.		P. O. Box 2312	Rancho Santa Fe	CA	92067	PC 718 C	B78 L28-29
Pricilla Edith Willard		205 Hill St. Plaza	Aspen	CO	81611	PC 360	B29 L10-14
Quittin' Time Condo	See QT tax numbers						
R & R Associates	Phil Rabin	255 West 2nd South	Salt Lake City	UT	84101	NR 8	Northstar
Ranco Custom Homes Co.		17815 Davenport Suite 310	Dallas	TX	75252	SA 340, 400-5	Depot
Ranon & Patsy O. Johnson		527 East 11th Avenue	Salt Lake City	UT	84103	PC 718-B	B78 L26, 27, 32
Reynold & Davidson, Part		25B Norfolk Avenue	Park City	UT	84060	NF 2	Norfolk Lode
Richard A. Trippeer		P. O. Box 3119	Memphis	TN	38103	NR 2	Northstar
Richard Q. Bailey	Bernard P. Lee	350 S. 400 E. Suite 0-6	Salt Lake City	UT	84111	PC 371	B30 L7-8
Robert F. Fogelman		6455 Poplar Avenue	Memphis	TN	38119	NR 3	Northstar
Robert G. & Dorothy Larson		P. O. Box 87142	San Diego	CA	92138	PC 347	B28 L11-13
Robert J. Colman		1935 S. Main St. Suite 301	Salt Lake City	UT	84115	PC 334 A	B27 Part
Robert L. Dudlak		50 S. Main Suite 930	Salt Lake City	UT	84111	QT 447	Quitting Time
Robert M. Hitner		P. O. Box 231	Park City	UT	84060	PC 349, 350	B28 L17-18
Robert T. & Evelyn M. Richards		P. O. Box 1355	Park City	UT	84060	NR 4	Northstar
Ronald H. Snyder		4026 Fairway Avenue	Studio City	CA	91604	QT 435	Quitting Time
Stuart G. Greer Family Trust		Main & S. Temple Hotel Utah	Salt Lake City	UT	84111	QT 437	Quitting Time
Theodore M. & MB Larrimore		P. O. Box 1417	Park City	UT	84060	SA 136	B12 L3-6

PROPERTIES WITHIN 100' AS OF MAY 1, 1985

NAME	CARE OF	STREET	CITY	STATE	ZIP	TAX #	DESCRIPTION
Thomas M. & Lavon Hewitson United Park City Mines Co. Upper Norfolk Condo	Christensen, Ladd Raeburn V. Coalson	P. O. Box 291 309 Kearns Bldg.	Park City Salt Lake City	UT UT	84060 84101	SA 137 A Various	814 L1-2 Various
Victor H. & Irene U. Berriodhoa		1313 E. Maderia Hills Dr 3165 S. 1300 E. Box 9159	Bountiful Salt Lake City	UT UT	84010 84109	PC 718-C-6 NR 7	878 L30-33 Northstar
Walter Davidson		P. O. Box 315	Park City	UT	84060	PC 63	81 L1-2 12-13
Warner J & Elna D. Duchore		P. O. Box 515	Park City	UT	84060	NF 3	Norfolk Lode
Wendy Lavitt		P. O. Box 3747	Park City	UT	84060	PC 718 C4	878 L17-18 35-43
William & Elizabeth Schirf		15 East 91st Street	New York	NY	10028	OT 439	Quitting Time
William J. Mann		622 Coalition View	Park City	UT	84060	PC 367-A-6	830 L23
William Kranstover		1755 Lynnfield Suite 142	Memphis	TN	38119	PC 291	823 L6
William L. & Elizabeth Reed		P. O. Box 2475	Park City	UT	84060	PC 728	879 L 1-4
		106 West 2950 South	Salt Lake City	UT	84115	PC 346	828 L11-12

I. LETTER SWEENEY LAND COMPANY

Sweeney Land Company
2640 Maywood Drive
Salt Lake City, Utah 84109
(801) 486-1100
May 1, 1985

To Whom It May Concern:

This letter confirms that MPE Inc. has an agreement with Sweeney Land Company which gives MPE Inc. the right to master plan Sweeney Land Company properties and, if necessary, petition to have them rezoned. A list of these properties is attached.

Sincerely,

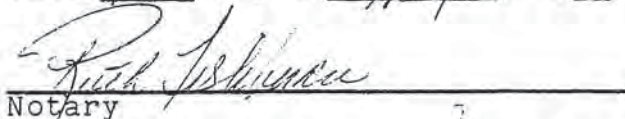


John J. Sweeney

Managing Partner

Sweeney Land Company

Sworn to (or affirmed) before me
this 1st day of May, 1985


Notary

My Commission Expires July 19, 1985

	ACRES
Coalition Properties	
Coalition East (South)	0.612
Coalition East Parking Easement	0.205
Coalition East (North)	0.374
Coalition West	0.537
Developed HRI Properties	
MPE	0.161
Carr-Sheen	0.288
Hillside Properties	
Royal Street South	57.982
Royal Street North	32.469
Butkovich South	16.453
Butkovich North	6.072
GPPC	0.081
Anderson	0.517
Keating	0.633
Tram Right of Way-Royal St.	1.192
Tram Right of Way-Butkovich	1.138
Nastar	6.427
Lowell-Empire Switchback	0.272
Lowell Empire	0.077
Fletcher	0.154
Hurley Corner (Area of title cloud)	0.571
Lots 4,5,6 (Area of title cloud)	undetermined
Buddy Lange Norfolk (Area of title cloud)	0.048

J. MASTER PLAN APPLICATION



Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

Application # _____

Approved _____
(date)

Denied _____
(date)

(801) 649-6714

Receipt # _____

MASTER PLANNED DEVELOPMENT

APPLICATION FOR: Sweeney Properties Master Plan

PROJECT INFORMATION

Name: Sweeney Properties Master Plan

Address or Location: Various near Park City Historic District

Legal Description: See attached descriptions

APPLICANT (check one)

() Owner (x) Optionee () Buyer () Agent () Other

Name: MPE, Inc.

Mailing Address: P.O. Box 2429

Park City, UT 84060

Telephone Number: (801) 649-7077

OWNER(S) OF RECORD

Name: Sweeney Land Company

Mailing Address: 2640 Maywood Drive

Salt Lake City, UT 84109

Telephone Number: (801) 486-1100

***** DO NOT WRITE BELOW THIS LINE *****

Application Accepted: _____ (initials)
Project Planner: _____ (name)
Complete Checklist: _____ (initials)

Additional Information Requested:

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am the party who the City should contact regarding any matter pertaining to this application.

I have read and understood the instructions supplied by Park City for processing this application.

The documents and/or information I have submitted are true and correct to the best of my knowledge.

I will keep myself informed of the deadlines for submission of material and of the progress of this application.

I further understand that additional fees may be charged for the City's review of the proposal. Any additional analysis required would be processed through the City's consultants with an estimate of time/expense provided prior to an authorization to proceed with the study.

Signature of Applicant: Patrick J. Sweeney (President) Date: May 17, 1985

Name of Applicant: MPE, Inc. (please print or type)

Mailing Address: P.O. Box 2429

Park City, UT 84060

Telephone Number: (801) 649-7077

Type of Application: Large Scale Master Plan

AFFIRMATION OF SUFFICIENT INTEREST

I hereby affirm that I am the fee title owner of the below described property or that I have written authorization from the owner to pursue the described action.

Name of applicant: MPE, Inc. (please print or type)

Mailing Address: P.O. Box 2429

Park City, UT 84060

Street address/legal description of subject property: See attached descriptions

Signature: Patrick J. Sweeney (President MPE, Inc.) Date: May 17, 1985

If you are not the fee owner, attach another copy of this form which has been completed by the fee owner or a copy of your authorization to pursue this action.

If a corporation is fee title holder, attach copy of the resolution of the Board of Directors authorizing this action.

If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.

THIS AFFIRMATION IS NOT SUBMITTED IN LIEU OF SUFFICIENT TITLE EVIDENCE. YOU WILL BE REQUIRED TO SUBMIT A TITLE OPINION, CERTIFICATE OF TITLE, OR TITLE INSURANCE POLICY SHOWING YOUR INTEREST IN THE PROPERTY PRIOR TO FINAL ACTION.



Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060
(801) 649-6714

MASTER PLANNED DEVELOPMENT FACT SHEET

PROJECT DESCRIPTION

Proposal is for: Large Scale Master Plan

Existing zoning: HCB, HR1, Estate

Current use of property: Vacant

Total project area: 125.644 (acres) 5,473,052.64 (square feet)

Number of unit equivalents: 256.13 (per Section 10.12)

Number of residential units: To be determined

Commercial area: 19,000 square feet support commercial (gross floor area)

17,100 square feet (net leasable area)

Type(s) of business activity: Hotel, condominiums, support commercial, single family homes

Number of parking spaces required: 670 proposed: 678

Project accessed via: (check one) (subject to interpretation)

() public road () private road (x) private driveway

Ownership/occupancy (check appropriate)

() owner occupied (x) lease (x) nightly rental
(x) condominium () timeshare

Water service availability: (check one)

() existing (x) requires extension of city service

APPLICATION REQUIREMENTS

- Completed application form
- Review fees paid
- Names and mailing addresses of property owners within 100'
- 7 complete sets of all plans submitted
- Written statement provided addressing any variances requested, proposed construction phasing schedule, rezoning or annexation required, and a general description of the project



Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

Application # _____

Approved _____
(date)

Denied _____
(date)

(801) 649-6714

Receipt # _____

REZONING

APPLICATION FOR: Rezoning Hillside Property

PROJECT INFORMATION

Name: Sweeney Properties Master Plan

Address or Location: Various near Park City Historic District

Legal Description: See Exhibit "A"

APPLICANT (check one)

() Owner () Optionee () Buyer () Agent () Other

Name: MPE, Inc.

Mailing Address: P.O. Box 2429, Park City, UT 84060

Telephone Number: (801) 649-7077

OWNER(S) OF RECORD

Name: Sweeney Land Company

Mailing Address: 2640 Maywood Drive
Salt Lake City, UT 84109

Telephone Number: (801) 486-1100

***** DO NOT WRITE BELOW THIS LINE *****

Application Accepted: _____ (initials)
Project Planner: _____ (name)
Complete Checklist: _____ (initials)

Additional Information Requested:

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am the party who the City should contact regarding any matter pertaining to this application.

I have read and understood the instructions supplied by Park City for processing this application.

The documents and/or information I have submitted are true and correct to the best of my knowledge.

I will keep myself informed of the deadlines for submission of material and of the progress of this application.

I further understand that additional fees may be charged for the City's review of the proposal. Any additional analysis required would be processed through the City's consultants with an estimate of time/expense provided prior to an authorization to proceed with the study.

Signature of Applicant: Patrick J. Sweeney (President) Date: May 17, 1985

Name of Applicant: MPE, Inc.
(please print or type)

Mailing Address: P.O. Box 2429
Park City, UT 84060

Telephone Number: (801) 649-7077

Type of Application: Rezoning

AFFIRMATION OF SUFFICIENT INTEREST

I hereby affirm that I am the fee title owner of the below described property or that I have written authorization from the owner to pursue the described action.

Name of applicant: MPE, Inc.
(please print or type)

Mailing Address: P.O. Box 2429
Park City, UT 84060

Street address/legal description of subject property: See Exhibit "A"

Signature: Patrick J. Sweeney (President MPE, Inc.) Date: May 17, 1985

If you are not the fee owner, attach another copy of this form which has been completed by the fee owner or a copy of your authorization to pursue this action.

If a corporation is fee title holder, attach copy of the resolution of the Board of Directors authorizing this action.

If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.

THIS AFFIRMATION IS NOT SUBMITTED IN LIEU OF SUFFICIENT TITLE EVIDENCE. YOU WILL BE REQUIRED TO SUBMIT A TITLE OPINION, CERTIFICATE OF TITLE, OR TITLE INSURANCE POLICY SHOWING YOUR INTEREST IN THE PROPERTY PRIOR TO FINAL ACTION.



Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060
(801) 649-6714

* Special restriction
to gross density of
18 unit equivalents
per acre

REZONING FACT SHEET

DESCRIPTION

Existing zoning: 15.21 acres HR1 108.25 acres Estate

Proposed zoning: 1.00 acre HR1 11.50 acres RC* 110.96 ROS

Current use of property: Vacant except one single family home

Total project area: 123.467 (acres) 5,378,222.52 (square feet)

Type of project application filed: Large Scale Master Plan

Number of residential units: 209 Unit Equivalents

Commercial area proposed: 19,000 square feet support commercial (gross floor area)

17,100 square feet (net leasable area)

Type(s) of business activity: Hotel, Condomeniums, Support Commercial, Single Family

Number of parking spaces required: 552 proposed: 559

(subject to interpretation)

Project accessed via: (check one)

() public road () private road (x) private driveway

Ownership/occupancy (check appropriate)

() owner occupied (x) lease (x) nightly rental

(x) condominium () timeshare

Water service availability: (check one)

() existing (x) requires extension of city service

APPLICATION REQUIREMENTS

- Completed application form
- Review fees paid
- Names and mailing addresses of property owners within 100'
- Copy of any other applications pending (attach)
- 3 copies of a certified survey
- Written statement provided addressing the specifics of the request and detailing the proposed use of the property, development time frame, and describing any other applications under review

STATEMENT OF PURPOSE

The intention of this rezoning is to allow the Sweeney Properties Master Plan as proposed, in particular the Hillside portion. For a detailed presentation and justification for the rezoning please refer to the Sweeney Properties Master Plan written statement dated May 15, 1985 and the accompanying 26 surveys and drawings. What follows is a overview of the proposed changes, their effect on underlying zone density, and a list of salient points of justification.

The involved property consists of 123.467 acres, 15.21 acres of which is currently zoned HR1, and 108.25 acres of which is currently zoned Estate. It is proposed that one acre remain Historic Residential (HR1) with special restrictions under the Master Plan which would allow only two single family homes each on one half acre; that 11.5 acres be zoned Recreation Commercial (RC), with a special restriction that gross density not exceed 18 Unit Equivalents (U.E.) per acre; and the remaining 110.96 acres be zoned Recreation and Open Space (ROS). The effect on underlining density is shown in the following table:

CURRENT ZONE	# OF ACRES	DENSITY PER ACRE	DENSITY IN U.E.
HR1	15.21	23 U.E.	349
Estate	108.25	3 AC/U.E.	<u>36</u>
			Total 385
PROPOSED ZONE			
HR1	1.00	2 U.E.	2
RC	11.50	18 U.E.	207
ROS	110.96	0 U.E.	<u>0</u>
			Total 209

The advantages to Park City of these proposed changes are:

- * Preservation of 90% of the hillside West of the City as Recreation and Open Space with its scenic value
- * An end to the uncertainty as to the development fate of the hillside thus stabilizing the other zones in the area
- * Concentration of City services with no additional public roads
- * A broadened tax base
- * Customer base for the Main Street business district

SWEENEY HILLSIDE PROPERTIES TOTAL BOUNDARY

Beginning at the Center of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian said point also being South $16^{\circ}50'13''$ East, 74.98 feet, more or less, from a Park City Monument at the Intersection of Lowell Avenue and Shepard Street and running thence North $89^{\circ}56'24''$ East, 385.96 feet, more or less, along the $1/4$ Section Line; thence South $27^{\circ}00'12''$ East, 15.89 feet; thence South $42^{\circ}57'14''$ East, 3.40 feet; thence South $55^{\circ}53'00''$ West, 93.90 feet; thence South $57^{\circ}40'08''$ East, 109.20 feet; thence North $60^{\circ}08'27''$ East, 11.21 feet; thence South $38^{\circ}06'27''$ East, 39.16 feet; thence North $59^{\circ}47'16''$ East, 30.78 feet; thence South $23^{\circ}38'00''$ East, 95.88 feet; thence North $66^{\circ}22'00''$ East, 125.00 feet to a point which is South $23^{\circ}38'00''$ East, 50.00 feet from the Southwest corner of Block 26, Park City survey, Amended Plat also being North $28^{\circ}45'41''$ West, 156.08 feet and South $66^{\circ}22'00''$ West, 348.17 feet from a Park City Monument at the Intersection of Park Avenue and Heber Avenue; thence South $23^{\circ}38'00''$ East, 456.97 feet; thence North $66^{\circ}52'00''$ East, 75.00 feet to the Northwest corner of Lot 14, Block 28 said survey, said point being South $66^{\circ}52'00''$ West, 300.01 feet and South $23^{\circ}38'00''$ East, 64.88 feet, more or less, from a Park City Monument at the intersection of Park Avenue and 6th Street; thence South $23^{\circ}38'00''$ East, 300.00 feet to the Southwest corner of Lot 3, Block 28; thence South $66^{\circ}52'00''$ West, 25.00 feet; thence South $23^{\circ}38'00''$ East, 25.00 feet; thence North $66^{\circ}52'00''$ East, 25.00 feet to the Northwest corner of Lot 1, Block 28, said survey; thence South $23^{\circ}38'00''$ East, 25.48 feet to the Southwest Corner of said Lot 1; thence South $66^{\circ}22'00''$ West, 75.00 feet; thence South $23^{\circ}38'00''$ East, 30.00 feet; thence North $66^{\circ}22'00''$ East, 75.00 feet to the Northwest Corner of Lot 19, Block 29, said survey; thence South $23^{\circ}38'00''$ East, 325.00 feet to the Southwest corner of Lot 7, Block 29, thence South $66^{\circ}22'00''$ West, 75.00 feet; thence South $23^{\circ}38'00''$ East, 74.67 feet, more or less, to a East-West 40 Acre line; thence South $89^{\circ}36'41''$ East, 82.11 feet, more or less, along said 40 Acre line; thence South $23^{\circ}38'00''$ East, 91.91 feet, more or less, to the Northwest corner of Lot 2 Block 1 as platted on the Easterly end of the patented Park City Lode Mining Claim U.S. Lot No. 633; thence South $66^{\circ}22'00''$ West, 75.00 feet to the Northwest corner of Lot 12 and said mining claim; thence South $23^{\circ}38'00''$ East, 53.98 feet to the Southwest corner of Lot 13 of said mining claim; thence North $66^{\circ}40'00''$ East, 141.00 feet, more or less, to a North-south 40 Acre line and the West line of the Park City Townsite said point being South $66^{\circ}40'00''$ West, 240.50 feet and North $0^{\circ}08'50''$ West, 16.32 feet, more or less, from a Park City Monument at the intersection of Park Avenue and 4th Street; thence South $0^{\circ}08'50''$ East, 32.64 feet, more or less, along said 40 Acre line and said West line; thence South $66^{\circ}40'00''$ West, 52.99 feet, more or less, to the Northwest corner of said mining claim;

thence South 23°38'00" East, 250.00 feet to the Northeast corner of Lot 22, Block 30, Park City Townsite Survey, Amended Plat; thence South 66°40'00" West, 75.00 feet to the Northwest corner of said Lot 22; thence South 23°38'00" East, 42.87 feet; thence South 62°20'36" West, 121.85 feet; thence South 23°38'00" East, 45.70 feet; thence South 68°07'00" West, 28.75 feet; thence South 23°38'00" East, 51.61 feet; thence North 75°38'35" East, 29.97 feet; thence South 23°38'00" East, 132.68 feet; thence North 66°12'00" East, 16.39 feet, more or less, to said 40 Acre line and said West line; thence South 0°08'50" East, 1025.87 feet along said 40 acre line and said West line to a point on the Alice Lode which point is North 31°40'53" West, 583.55 feet from a Park City Monument on the Centerline of Daly Avenue; thence South 55°53'19" West, 19.14 feet along said Alice Lode; thence South 89°51'10" West, 10.52 feet; thence South 55°55'40" West, 420.90 feet; thence North 47°25'46" West, 2906.65 feet; thence North 8°56'27" East 845.30 feet; thence North 2°31'24" West 503.18 feet, more or less, to the 1/4 section line; thence North 89°56'30" East, 1081.16 feet, more or less, along said 1/4 Section line to the point of beginning.

Containing 123.466 Acres, more or less

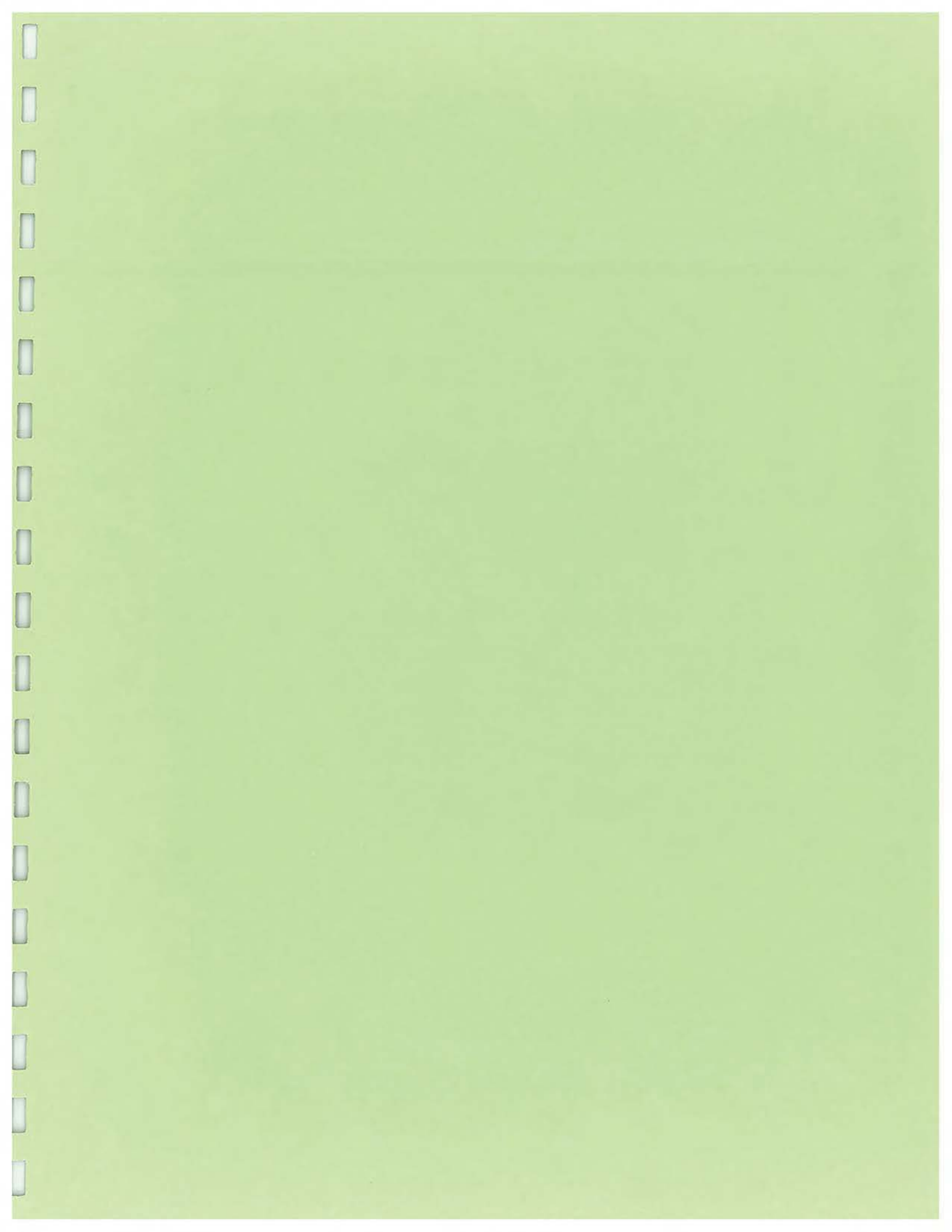
(Basis of bearing of the above description is the Park City Monuments at the Intersections of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

5-16-85
20505-04

RECREATION AND OPEN SPACE (ROS)

PARCEL 1

Beginning at a point on the East-West 1/4 section line of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian said point being South 89°56'30" West, 575.00 feet, more or less, from the Center of said Section 16 said point also being South 82°33'00" West, 557.99 feet, more or less, from a Park City Monument at the Intersection of Lowell Avenue and Shepard Street and running thence South 5°00'00" East, 330.00 feet; thence South 19°04'05" East, 281.75 feet; thence North 75°59'52" East, 186.15 feet; thence North 0°03'30" West, 115.00 feet; thence North 72°22'01" East, 582.74 feet; thence North 33°32'19" East, 180.00 feet; thence South 57°40'08" East, 34.20 feet; thence North 60°08'27" East, 11.21 feet; thence South 38°06'27" East, 39.16 feet; thence North 59°47'16" East, 30.78 feet; thence South 23°38'00" East, 95.88 feet; thence North 66°22'00" East, 62.41 feet; thence South 33°32'19" West, 421.10 feet; thence South 41°38'27" East, 360.38 feet; thence North 49°11'31" East, 257.70 feet; thence North 33°32'19" East, 70.00 feet; thence North 66°52'00" East, 75.00 feet; thence South 23°38'00" East, 101.92 feet; thence South 66°22'00" West, 90.00 feet; thence South 23°38'00" East 249.34 feet; thence North 66°22'00" East, 15.00 feet; thence South 23°38'00" East, 30.00 feet; thence North 66°22'00" East, 75.00 feet; to the Northwest corner of Lot 19, Block 29 said survey; thence South 23°38'00" East, 325.00 feet to the Southwest corner of Lot 7, Block 29; thence South 66°22'00" West, 75.00 feet; thence South 23°38'00" East, 74.67 feet, more or less, to a East-West 40 Acre line; thence South 89°36'41" East, 82.11 feet, more or less, along said 40 Acre line; thence South 23°38'00" East, 91.91 feet, more or less, to the Northwest corner of Lot 2 of Block 1 as platted on the Easterly end of the patented Park City Lode Mining Claim U.S. Lot No. 633; thence South 66°22'00" West, 75.00 feet to the Northwest corner of Lot 12 and said mining claim; thence South 23°38'00" East, 53.98 feet to the Southwest corner of Lot 13 of said mining claim; thence North 66°40'00" East, 141.00 feet, more or less, to a North-south 40 Acre line and the West line of the Park City Townsite said point being South 66°40'00" West, 240.50 feet and North 0°08'50" West, 16.32 feet, more or less, from a Park City Monument at the intersection of Park Avenue and 4th Street; thence South 0°08'50" East, 32.64 feet, more or less, along said 40 Acre line and said West line; thence South 66°40'00" West, 52.99 feet, more or less, to the Northwest corner of said mining claim; thence South 23°38'00" East, 250.00 feet to the Northeast corner of Lot 22, Block 30, Park City Townsite Survey, Amended Plat; thence South 66°40'00" West, 75.00 feet to the Northwest corner of said





SCALE : 1" = 200'
 CONTOUR INTERVAL : 10'
 PHOTO DATE : 11-5-82


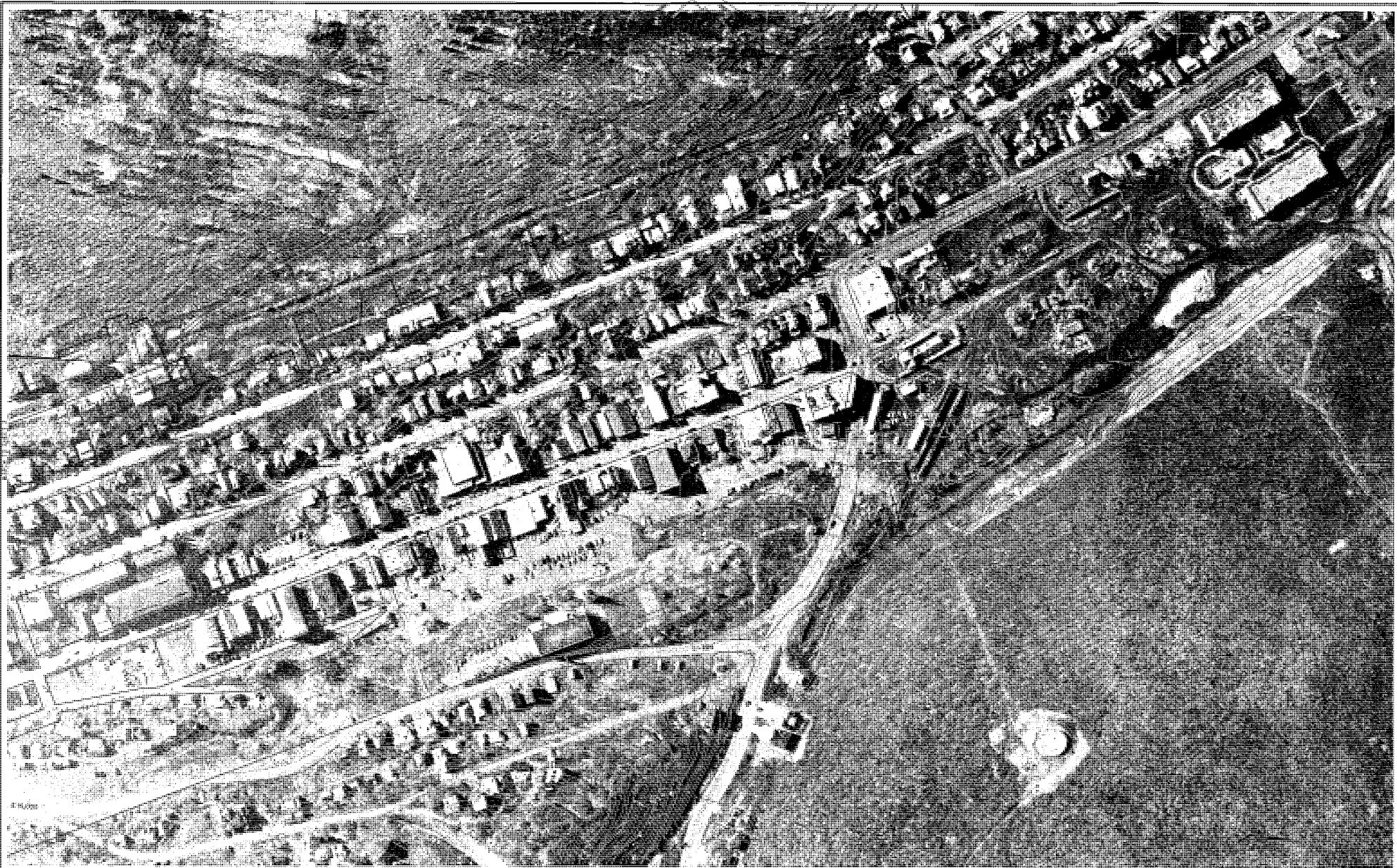
	SWEENEY PROPERTIES 200' SCALE SITE PLAN		SHEET NO. 1 / 26
	P/S ASSOCIATES, INC. ENGINEERS AND SURVEYORS 5811 LAKE CITY, UTAH	DRAWN BY: DJF/BAH/LAS DATE: 3-10-88 JOB NUMBER: 203 CHECKED BY: _____ APPROVED BY: _____ P.L.K. NO.: _____	

PHOTO COURTESY OF SWEENEY PROPERTIES & ENGINEERS AND SURVEYORS, INC.



SCALE: 1"=100'
 COURTESY: SWEENEY PROPERTIES
 PROJECT NO.: 11-11-02

	SWEENEY PROPERTIES 200 SCALE PROPERTY PLAN		SHEET NO. 2 / 26
	NO WARRANTIES, ERE, OR SURVEYING, ENGINEERING, ARCHITECTURAL, OR OTHER PROFESSIONAL SERVICES ARE BEING PROVIDED BY THIS FIRM.	DATE: 11-11-02 DRAWN BY: [Name]	DATE: 11-11-02 CHECKED BY: [Name]



01/19/88

Scale: 1" = 100'
 Date: 01/19/88

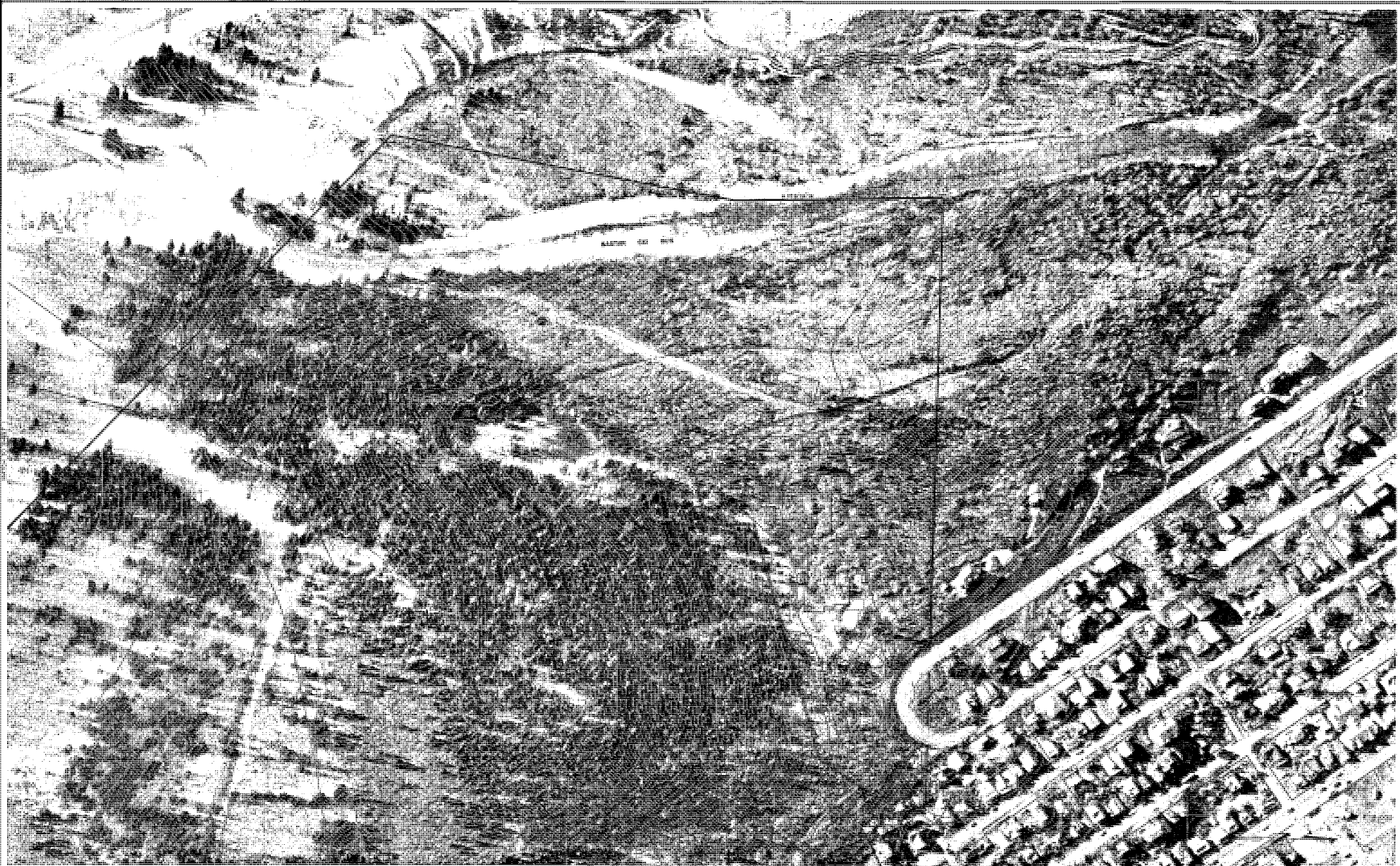


SWEENEY PROPERTIES
 100 SCALE SITE PLAN
 WITH BOUNDARIES

P/S ASSOCIATES, INC.
 CONSULTING ENGINEERS
 1000 WEST 10TH AVENUE
 DENVER, COLORADO 80202

DATE: 01/19/88
 DRAWN BY: [blank]
 CHECKED BY: [blank]

SHEET NO.
 3 / 25



SCALE 1"=400'
 COURTESY OF TOWN OF
 FRENCH CREEK, 4-1-88



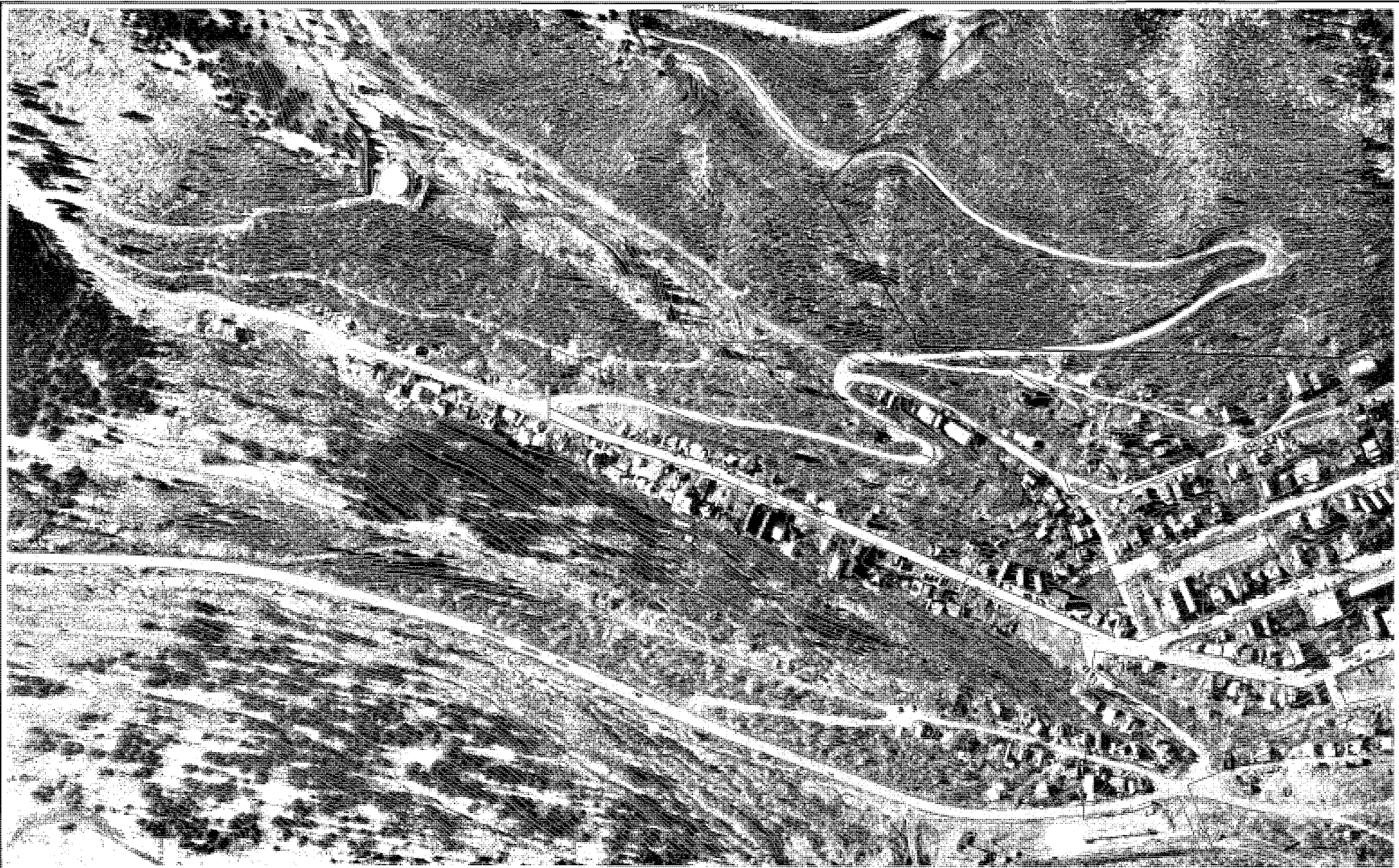
SWEENEY PROPERTIES
RD SCALE SITE PLAN
 WITH **BOUNDARIES**

P/S SUBMITTER, THE
 ENGINEER AND ARCHITECT
 AND A LAND SURV. IN CA

DATE 02/21/88
 JOB NUMBER 100
 SHEET NO. 4

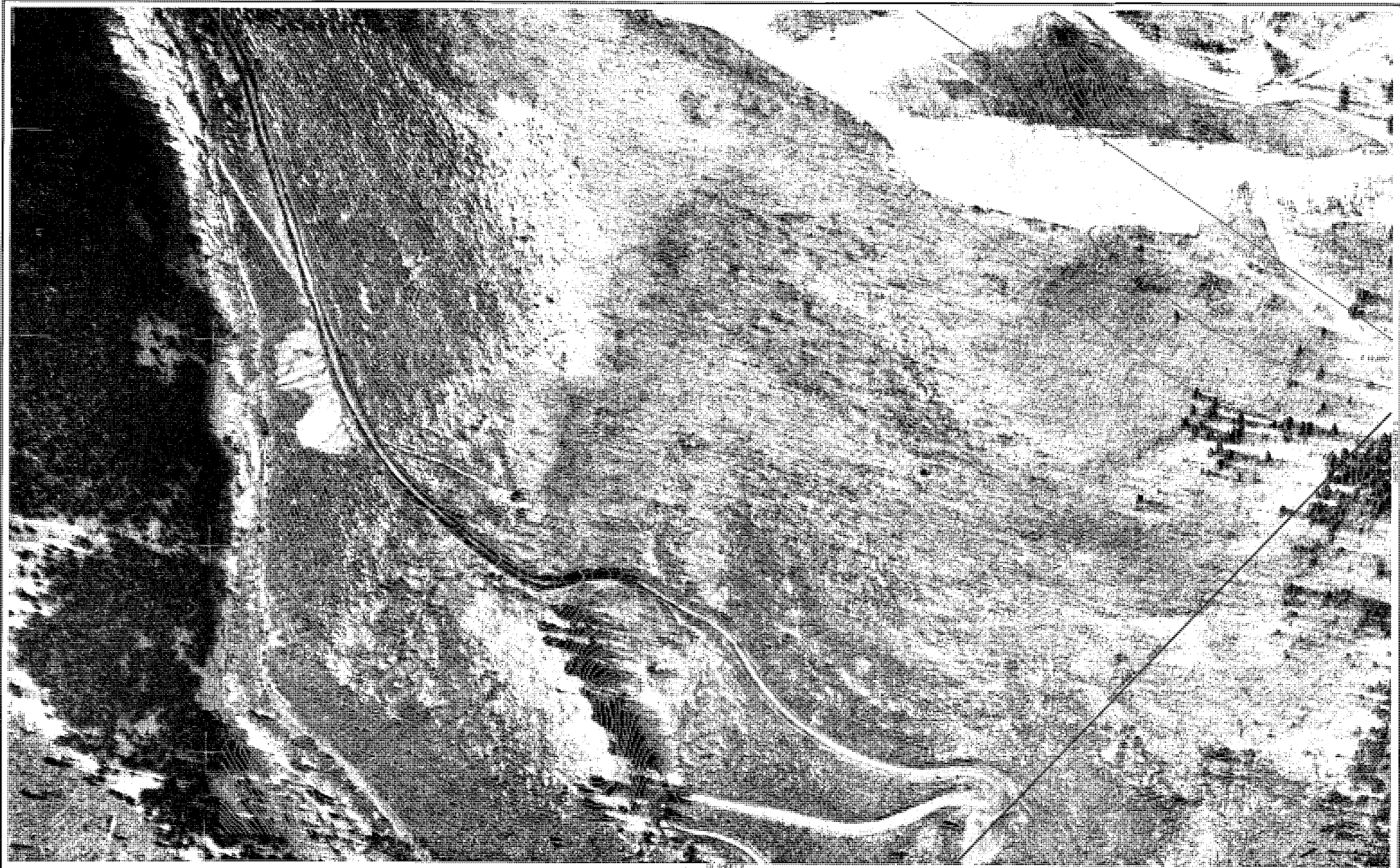
DATE 11/20/88
 PROJECT NO. 100

SHEET NO.
 4 / 25



SCALE 1"=400'
 APPROXIMATE BOUNDARIES OF
 RECORD DATE: 11-1-88

	SWEENEY PROPERTIES 400 SCALE SITE PLAN WITH BOUNDARIES	SHEET NO. 5 / 26
	P/S ARCHITECTURE, INC. REGISTERED ARCHITECTS 1000 W. 10th St., Suite 100 Lincoln, NE 68502 TEL: 781-741-1111 FAX: 781-741-1112	DATE: 11-1-88 DRAWN BY: J.S. CHECKED BY: J.S.

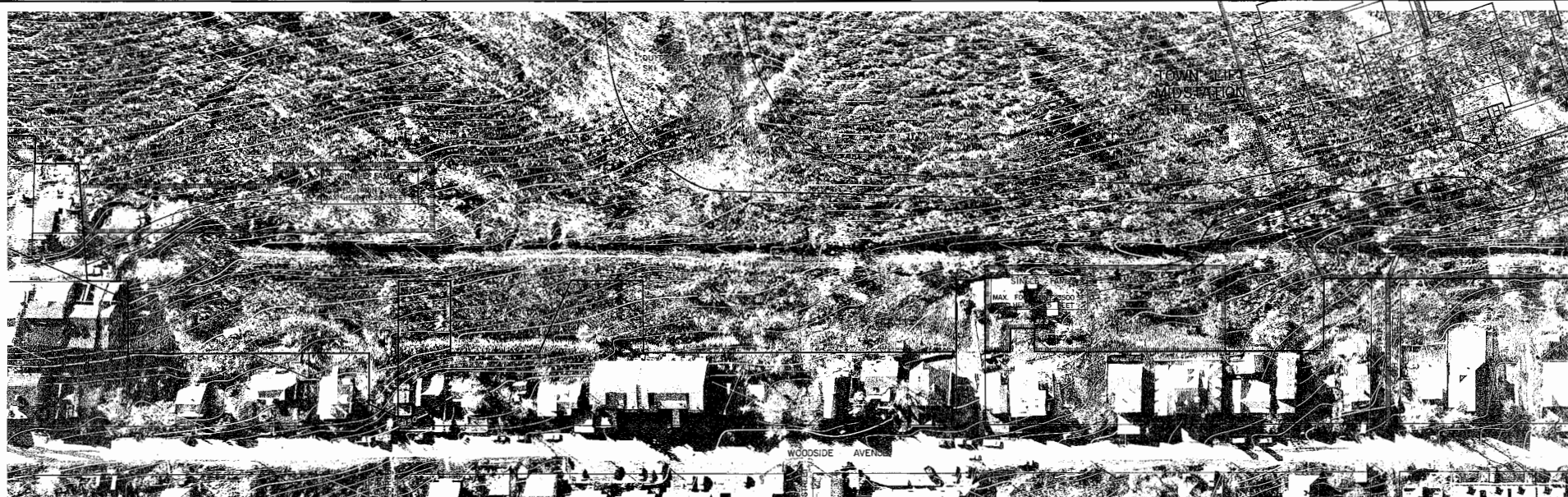


SCALE 1"=200'
 COURTESY OF THE STATE OF CALIFORNIA
 PHOTO DATED 11-13-88

	SWEENEY PROPERTIES 100 SCALE SITE PLAN WITH BOUNDARIES		SHEET NO. 6 / 26
	PREPARED BY P/S CONSULTING, INC. 1000 LARK CREEK DRIVE	DATE OF FIELDWORK 11/13/88	DRAWN BY J. SWEENEY



P/S	SWEENEY PROPERTIES		SHEET NO. 7 / 25
	NO SCALE SITE PLAN		
NO. 7	DATE: 10/1/88	BY: J. SWEENEY	
DESIGNED BY: J. SWEENEY	DRAWN BY: J. SWEENEY	CHECKED BY: J. SWEENEY	
SCALE: AS SHOWN	DATE: 10/1/88	BY: J. SWEENEY	



SCALE 1" = 40' CONTOUR INTERVAL 5' PHOTO DATE 11-5-82

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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P/S ASSOCIATES, INC.
 ENGINEERS AND SURVEYORS
 852 SOUTH WEST TEMPLE
 SALT LAKE CITY, UTAH 84105
 PHONE (801) 522-7284

DESIGNED BY	DATE	CHECKED BY	APPROVAL RECORDED	SEAL
DRAWN BY	DATE	CHECKED BY	BY	
DESIGN SURVEY BY	DATE	CHECKED BY	PROJECT ENGINEER / SURVEYOR	
FINAL SURVEY BY	DATE	CHECKED BY	APPROVED	
			BY	
			PRINCIPAL ENGINEER / SURVEYOR	

PROJECT NAME
 ADDRESS
 CITY OF
 COUNTY OF
 STATE OF
 CLIENT NAME

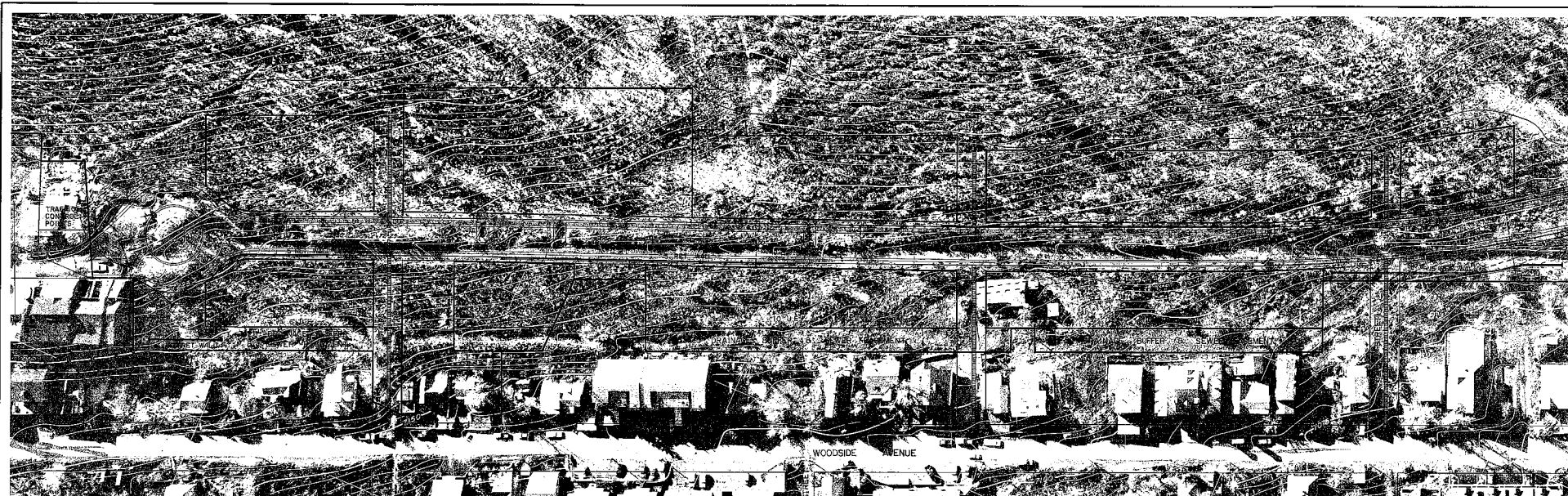
SWEENEY PROPERTIES
 ADDRESS
 CITY OF
 COUNTY OF
 STATE OF
 CLIENT NAME

NO	REVISIONS	BY	DATE

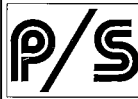
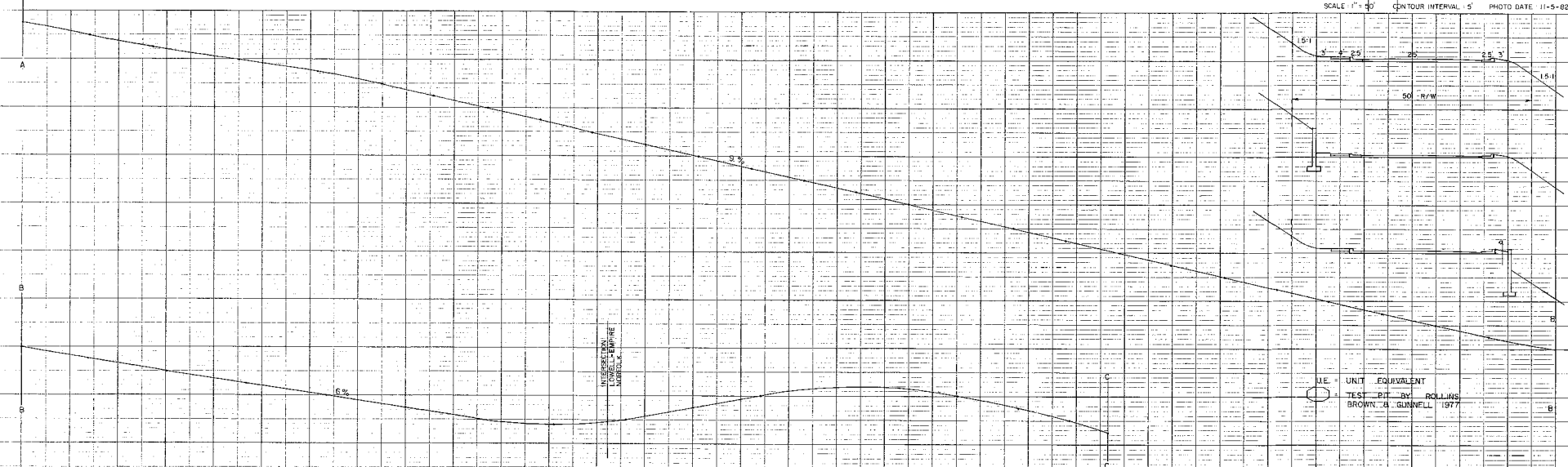
SHEET TITLE
50 SCALE SITE PLAN
& GRADING

PROJECT NO.
 P/S
 SHEET NO.
8 OF 26

Orthographic & Topography Compiled by Photogrammetric Method, AERO-GRAPHICS, INC., SALT LAKE CITY, UTAH - 84193



SCALE: 1" = 40' CONTOUR INTERVAL: 5' PHOTO DATE: 11-5-82



P/S ASSOCIATES, INC.
 ENGINEERS AND SURVEYORS
 852 SOUTH WEST TEMPLE
 SALT LAKE CITY, UTAH 84101
 PHONE (801) 532-7881

DESIGNED BY	DATE	CHECKED BY	APPROVAL RECOMMENDED	SEAL
DRAWN BY	DATE	CHECKED BY	BY	PROJECT ENGINEER / SURVEYOR APPROVED
DESIGN SURVEY BY	DATE	CHECKED BY	BY	PRINCIPAL ENGINEER / SURVEYOR
FINAL SURVEY BY	DATE	CHECKED BY	BY	PRINCIPAL ENGINEER / SURVEYOR

PROJECT NAME	SWEENEY PROPERTIES		
ADDRESS			
CITY OF	COUNTY OF	STATE OF	
PARK CITY	SUMMIT	UTAH	
CLIENT NAME			

NO.	REVISIONS	BY	DATE

SHEET TITLE	PROJECT NO.
NORFOLK AVENUE ALTERNATIVE	P/S
PRELIMINARY DESIGN	SHEET NO.
	10 OF 26

Orthophotography & Topography Compiled By Photogrammetric Methods, 4210-GRAPHICS, INC., SALT LAKE CITY, UTAH-84199



SCALE: 1" = 200'
 CONTOUR INTERVAL: 10'
 PHOTO DATE: 11-5-82

LEGEND

	EXIST. SEWER LINE
	PROPOSED SEWER LINE
	EXIST. WATER LINE
	PROPOSED WATER LINE
	EXIST. STORM DRAIN
	PROPOSED STORM DRAIN

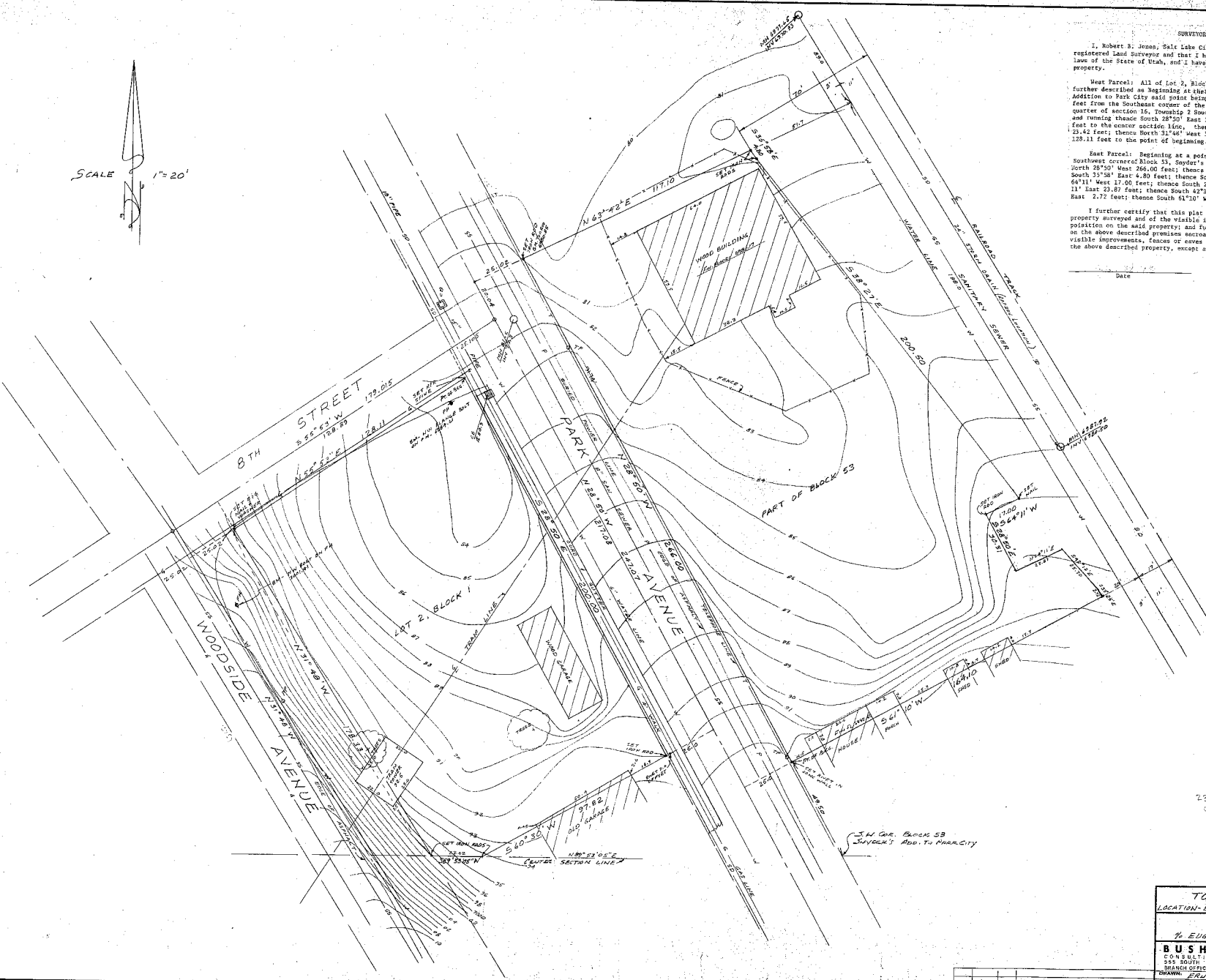
PHOTO COURTESY OF SWEENEY HILLSIDE
 PHOTOGRAPHY

	SWEENEY PROPERTIES 200 SCALE HILLSIDE SEWER, WATER & DRAINAGE		SHEET NO. 11 / 26
	P/S ASSOCIATES, INC. ENGINEERS AND SURVEYORS 200 SCALE HILLSIDE, WYOMING	DRAWN BY: <u>DAE/PHV/LRS</u> DATE: <u>5-10-85</u> JOB NUMBER: <u>205</u> APPROVED BY: _____ CHECKED BY: _____ FILE NO.: _____	



	SWEENEY PROPERTIES 50 SCALE HILLSIDE SEWER, WATER & DRAINAGE		SHEET NO. 12 / 26
	P/S CONSULTING, INC. ENGINEERS AND ARCHITECTS 1000 W. 10th St., Suite 100 Los Angeles, CA 90015	DATE: _____ DRAWN BY: _____ CHECKED BY: _____ PROJECT NO.: _____	SCALE: _____ DATE: _____ DRAWN BY: _____ PROJECT NO.: _____

SCALE 1" = 20'



SURVEYOR'S CERTIFICATE

I, Robert B. Jones, Salt Lake City, Utah, do hereby certify that I am a registered Land Surveyor and that I hold License No. 1325, as prescribed by the laws of the State of Utah, and I have made a survey of the following described property:

West Parcel: All of Lot 2, Block 1, Snyder's Addition to Park City being further described as beginning at the Northeast corner of Lot 2, Block 1, Snyder's Addition to Park City said point being said to be North 69°45'56" West 590.73 feet from the Southeast corner of the Southeast quarter of the Northeast quarter of section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence South 28°20' East 200.00 feet; thence South 60°30' West 97.82 feet to the corner section 16; thence South 89°53'55" West along said line 23.42 feet; thence North 31°46' West 179.33 feet; thence North 55°51' East 129.11 feet to the point of beginning.

East Parcel: Beginning at a point North 28°50' West 49.50 feet from the Southwest corner of Block 53, Snyder's Addition to Park City and running thence North 28°50' West 266.00 feet; thence North 53°44' East 117.30 feet; thence South 33°58' East 4.80 feet; thence South 58°27' East 200.50 feet; thence South 64°11' West 17.00 feet; thence South 28°50' East 30.83 feet; thence North 64°11' East 23.87 feet; thence South 42°12' East 25.70 feet; thence South 33°25' East 2.72 feet; thence South 61°10' West 164.10 feet to the point of beginning.

I further certify that this plat correctly shows the true dimensions of the property surveyed and of the visible improvements located thereon and their position on the said property; and further that none of the visible improvements on the above described premises encroach upon adjoining properties and that no visible improvements, fences or eaves of adjoining properties encroach upon the above described property, except as shown.

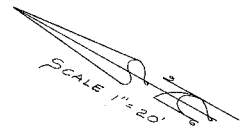
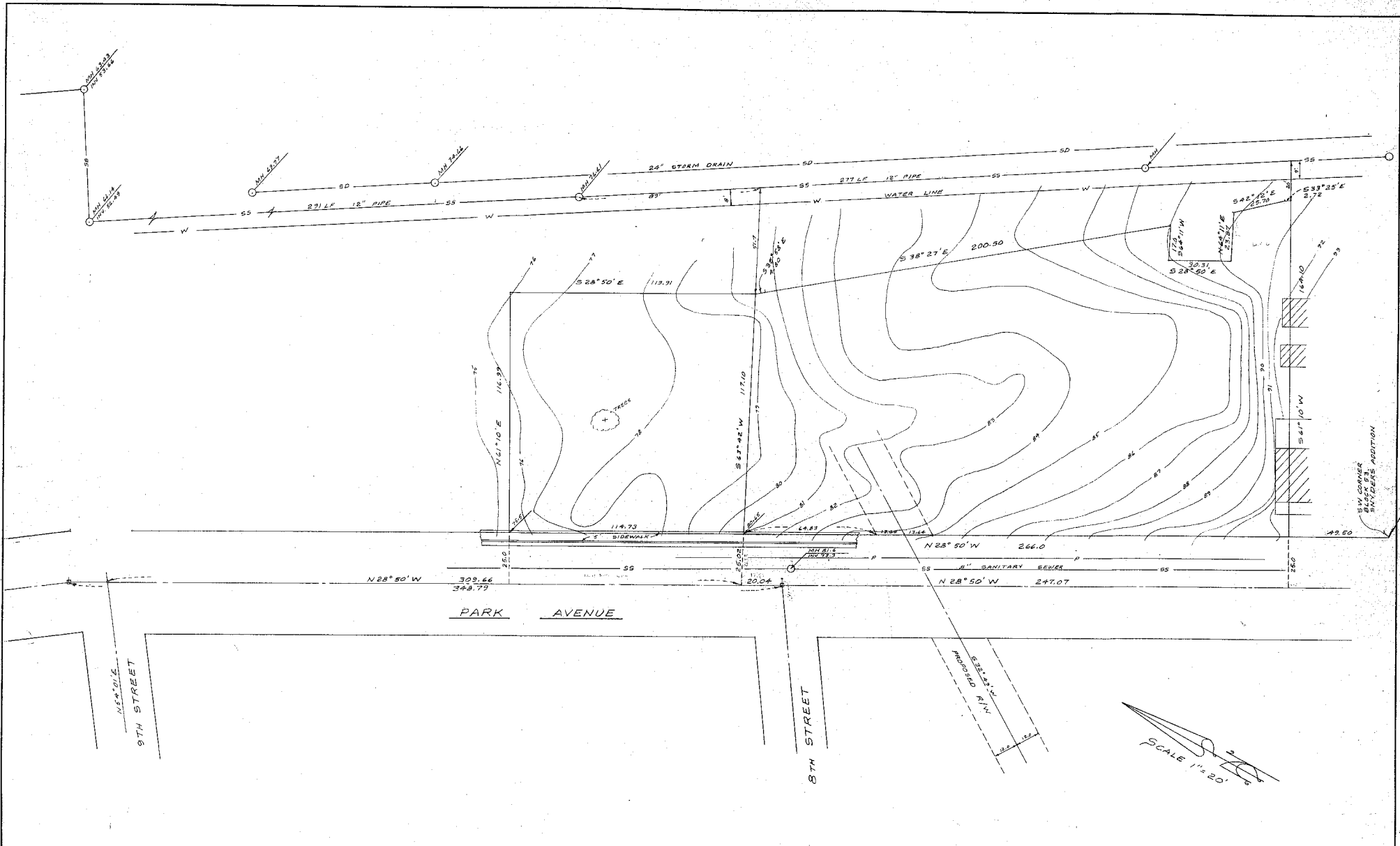
Date: APR 13 1930
 Robert B. Jones
 License No. 1325
 Bush & Guggell, Inc.



23800 1/8 ft.
 0.55 2/12

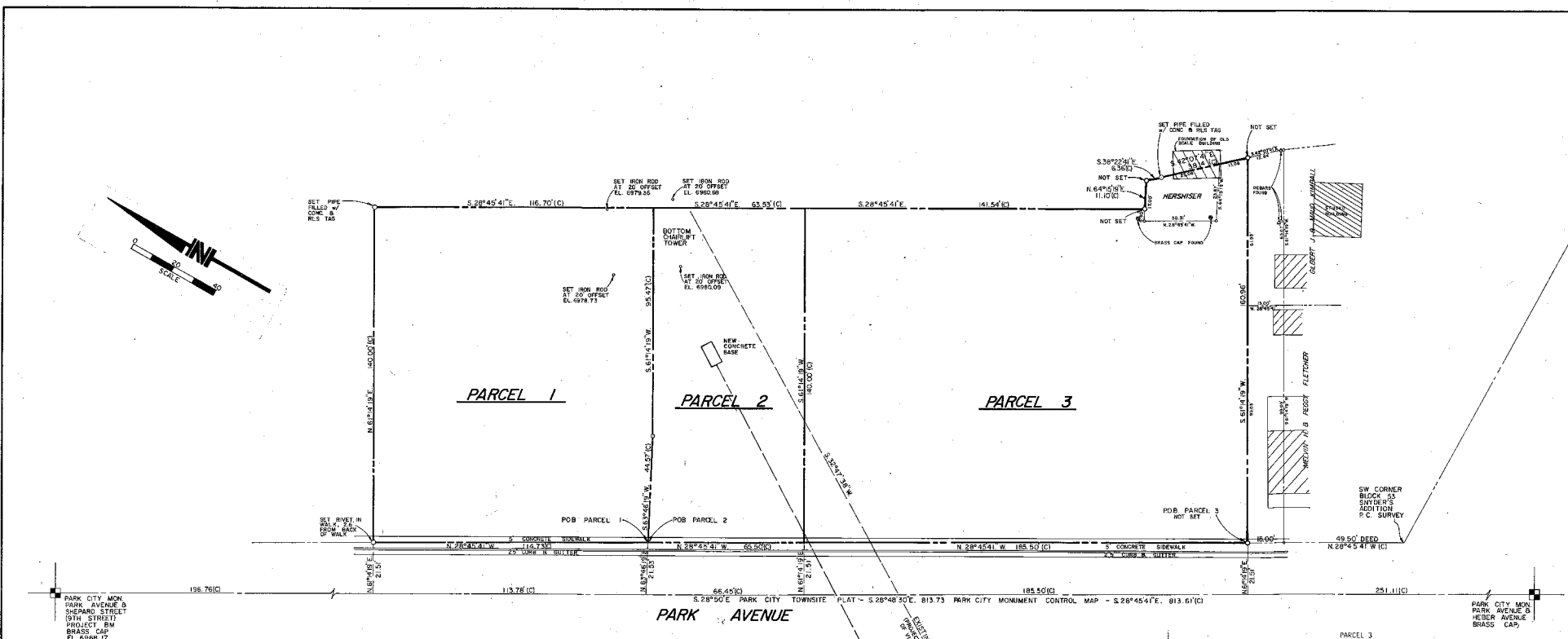
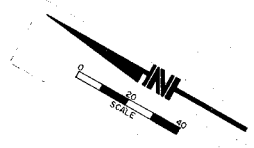
TOPOGRAPHIC PLAT
 LOCATION-BLOCK 1 & 53, SNYDER'S ADDITION
 PREPARED FOR
 JACK SWEENEY
 BY EUGENE WOODRUFF DRAWN-531-6887
BUSH & GUGGELL INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 565 SOUTH 340 EAST, SALT LAKE CITY, UTAH 364-1212
 BRANCH OFFICE: 31 GLENN, UT. HORN SPRINGS, WYOMING
 DRAWN: ERU DATE: APRIL 1930
 CHECKED: JCK 11" = 20'
 APPROVED: JBJ JOB NO.: 52803

NO.	DATE	BY	REVISIONS	SHEET
13				26



PROPERTY SURVEY
 LOCATION - BLOCK 63, SNYDERS ADDITION
 PREPARED FOR
SWEENEY-HUNTSMAN
BUSH & GUDGELL INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 303 SOUTH 3RD EAST, SALT LAKE CITY, UTAH 84103
 BRANCH OFFICE: ST. GEORGE, UT, ROCK SPRINGS, WYOMING
 DRAWN BY: *BEJ* DATE: *DEC 12/81* SHEET
 CHECKED BY: DATE: JOB NO. 34433-3
 APPROVED:

NO.	DATE	BY	REVISIONS



PROPOSED PROPERTY LINE, AS PER ARCHITECT'S SITE PLAN
 RIGHT-OF-WAY FROM PARK CITY MONUMENT CONTROL MAP
 BASIS OF BEARING FOR THIS SURVEY IS THE PARK CITY MONUMENTS AT THE INTERSECTIONS OF PARK AVENUE & 4TH STREET TO PARK AVENUE & 6TH STREET WHOSE BEARING IS S.23°38'00"E.
 NOTE:
 PRIOR TO CONSTRUCTION, TOWER PLACEMENT MUST BE VERIFIED FOR ELEVATION AND LOCATION.
 (C) CALCULATED FROM SURVEYED DATA

PARCEL 1
 Beginning at a point which is North 28°45'41" West, 315.50 feet from the Southwest corner of Block 53, Snyder's Addition to Park City said point also being South 28°45'41" East, 310.54 feet and North 63°46'19" East, 21.53 feet, more or less, from a Park City Monument at the intersection of Park Avenue and Shepard Street and running thence North 28°45'41" West, 114.73 feet; thence North 61°14'19" East, 140.00 feet; thence South 28°45'41" East, 116.70 feet; thence South 61°14'19" West, 95.47 feet; thence South 63°46'19" West, 44.57 feet to the point of beginning.
 Containing 0.374 Acres, more or less
 Subject to and together with any and all easements, right-of-ways and restrictions of record, or enforceable at law or in equity.
 (Basis of bearing for the above description is the Park City Monuments at the intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

PARCEL 2
 Beginning at a point which is North 28°45'41" West, 315.50 feet from the Southwest corner of Block 53, Snyder's Addition to Park City, said point also being South 28°45'41" East, 310.54 feet and North 63°46'19" East, 21.53 feet, more or less, from a Park City Monument at the intersection of Park Avenue and Shepard Street and running thence North 63°46'19" East, 44.57 feet; thence North 61°14'19" East, 95.47 feet; thence South 28°45'41" East, 63.53 feet; thence South 61°14'19" West, 140.00 feet; thence North 28°45'41" West 65.50 feet to the point of beginning.
 Containing 0.205 Acres, more or less
 Subject to and together with any and all easements, right-of-ways and restrictions of record, or enforceable at law or in equity.
 (Basis of bearing for the above description is the Park City Monuments at the intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

PARCEL 3
 Beginning at a point which is North 28°45'41" West, 64.50 feet from the Southwest corner of Block 53, Snyder's Addition to Park City said point also being North 28°45'41" West 251.11 feet and North 61°14'19" East, 21.53 feet, more or less, from a Park City Monument at the intersection of Park Avenue and Heber Avenue and running thence North 28°45'41" West, 185.50 feet; thence North 61°14'19" East, 140.00 feet; thence South 28°45'41" East, 141.54 feet; thence North 64°15'19" East, 11.10 feet; thence South 38°22'41" East, 6.35 feet; thence South 42°07'41" East, 36.14 feet; thence South 61°14'19" West, 160.96 feet to the point of beginning.
 Containing 0.612 Acres, more or less
 Subject to and together with any and all easements, right-of-ways and restrictions of record, or enforceable at law or in equity.
 (Basis of bearing for the above description is the Park City Monuments at the intersection of Park Avenue and 4th Street, and Park Avenue and 6th Street whose bearing is South 23°38'00" East)

SURVEYOR'S CERTIFICATE
 I, **JAMES L. STEWENS** DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. **2657** AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE CAREFULLY MADE UNDER MY DIRECTION, A SURVEY OF THE DESCRIBED PARCELS AND FURTHER CERTIFY THAT THE ACCURACY OF THE DIMENSIONS, TO THE BEST OF MY KNOWLEDGE USING AVAILABLE INFORMATION, IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS, THE DIMENSIONS OF THE PROPERTY ARE CORRECT.
James L. Stewens
 REGISTERED LAND SURVEYOR
 ON BEHALF OF P/S ASSOCIATES, INC.
PREPARED FOR: PAT SWEENEY

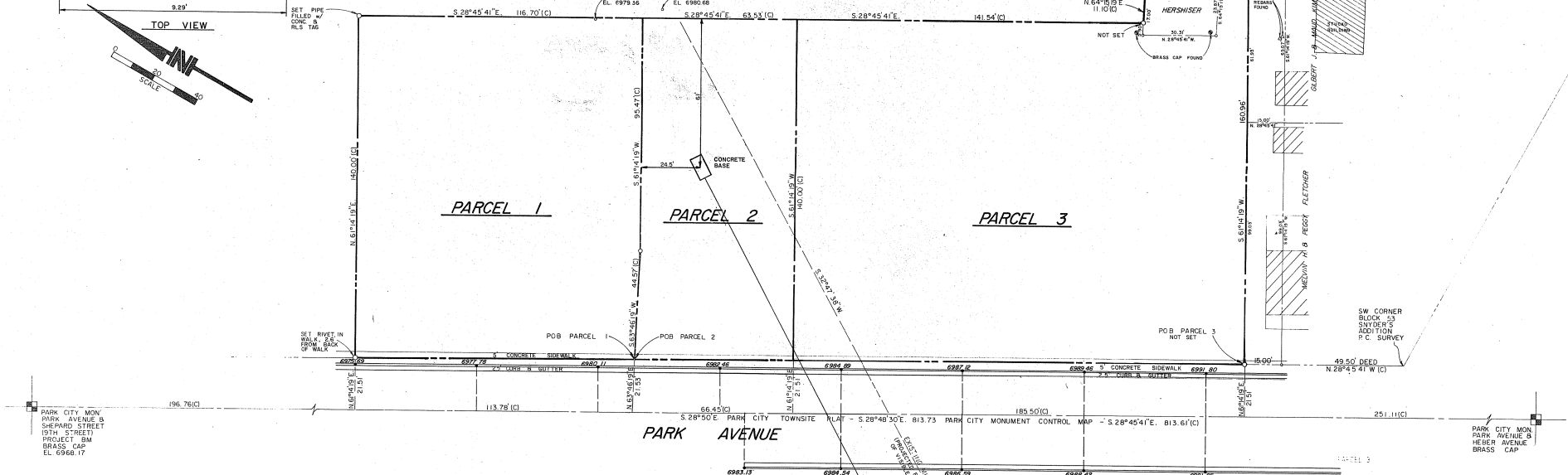
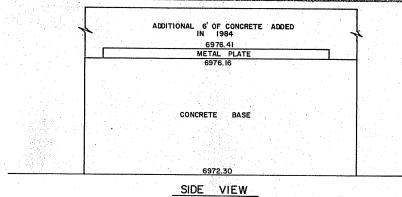
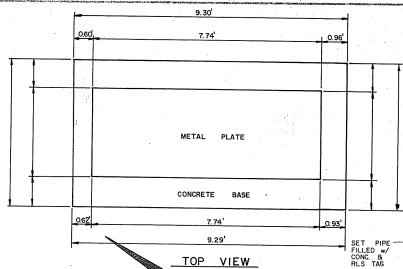
NO.	DATE	REVISION	BY	CHK. BY
3	4-25-85	CHANGE NEW TRAM LOCATION	J.L.S.	
2	3-4-84	ADD ADDITION BUILDINGS & REBAR	J.L.S.	
1	1-27-84	REVISED PARCEL 3	J.L.S.	



PROPOSED COALITION PROPERTY & PROPOSED CHARLIE LOCATION BLOCK 53, SNYDER ADDITION, P.C.S. PARK CITY, UTAH

P/S ASSOCIATES, INC. DRAWN BY: J.L.S. DATE: 7-7-83
 ENGINEER AND SURVEYOR JOB NUMBER: 282 APPROVED BY: [Signature]
 SALT LAKE CITY, UTAH CHECKED BY: [Signature] FILE NO.: 1A

SHEET NO. 15 / 26



PROPOSED PROPERTY LINE, AS PER ARCHITECT'S SITE PLAN
 RIGHT-OF-WAY FROM PARK CITY MONUMENT CONTROL MAP
 BASIS OF BEARING FOR THIS SURVEY IS THE PARK CITY MONUMENTS AT THE INTERSECTIONS OF PARK AVENUE & 4TH STREET TO PARK AVENUE & 6TH STREET WHOSE BEARING IS S.23°38'00\"/>

NOTE:
 PRIOR TO CONSTRUCTION, TOWER PLACEMENT MUST BE VERIFIED FOR ELEVATION AND LOCATION.
 (C) CALCULATED FROM SURVEYED DATA

PARCEL 1
 Beginning at a point which is North 28°45'41\"/>

Containing 0.374 Acres, more or less
 Subject to and together with any and all easements, right-of-ways and restrictions of record, or enforceable at law or in equity.
 (Basis of bearing for the above description is the Park City Monuments at the Intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00\"/>

PARCEL 2
 Beginning at a point which is North 28°45'41\"/>

Containing 0.205 Acres, more or less
 Subject to and together with any and all easements, right-of-ways and restrictions of record, or enforceable at law or in equity.
 (Basis of bearing for the above description is Park City Monuments at the Intersection of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00\"/>

NO.	DATE	REVISION	BY	OKD BY
2	9-9-84	ADD ADDITION BUILDINGS & REBAR	J.L.S.	
1	1-27-84	REVISED PARCEL 3	J.L.S.	

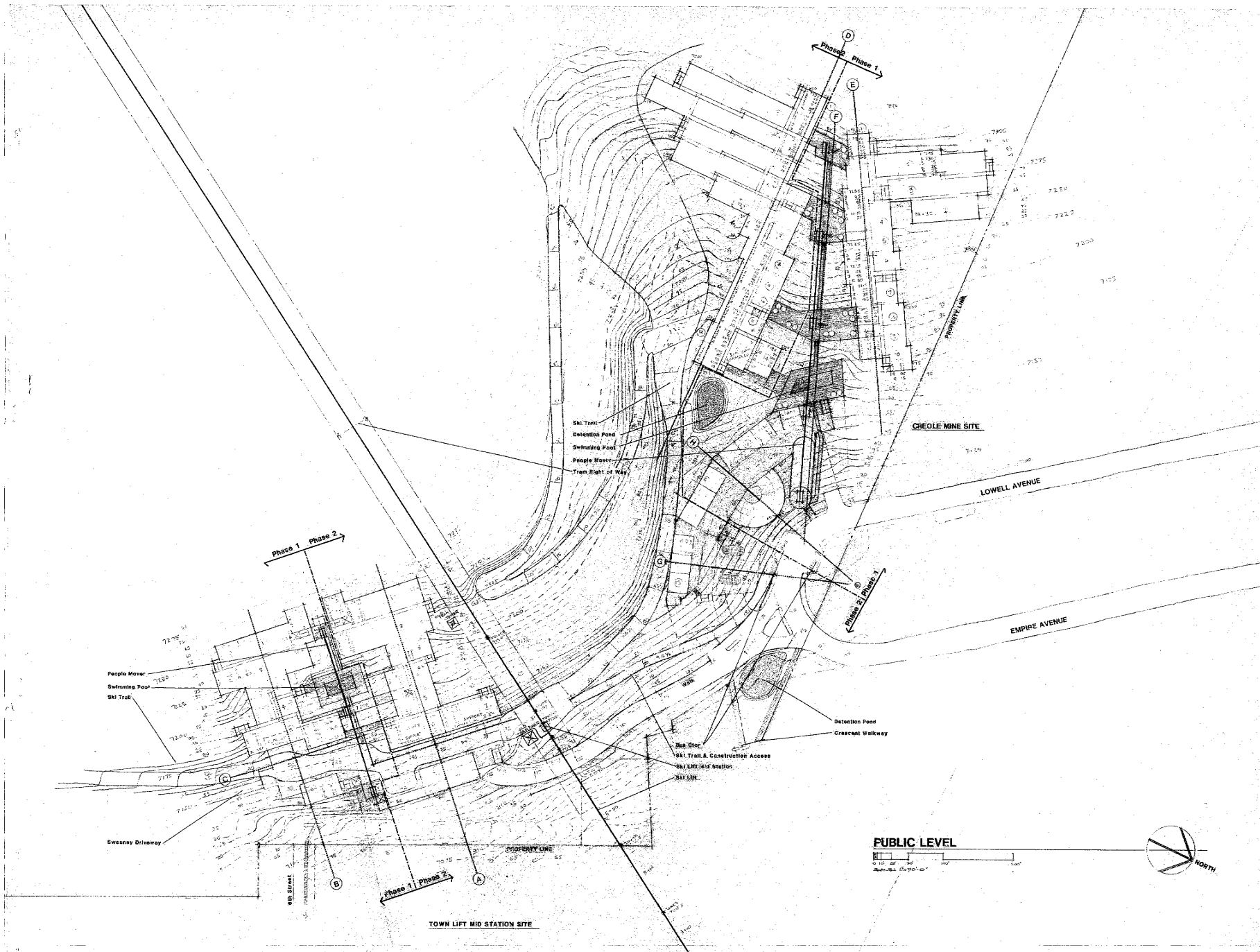


PREPARED FOR: PAT SWEENEY

PROPOSED COALITION PROPERTY & PROPOSED CHAIRLIFT LOCATION
 BLOCK 53, SNYDER ADDITION, P.C.S.
 PARK CITY, UTAH

P/S ASSOCIATES, INC. DRAWN BY: J.L.S. DATE: 7-7-83
 Engineers and Surveyors JOB NUMBER: 292 APPROVED BY:
 2011 LAKE CITY, UTAH CHECKED BY: FILE NO. 74

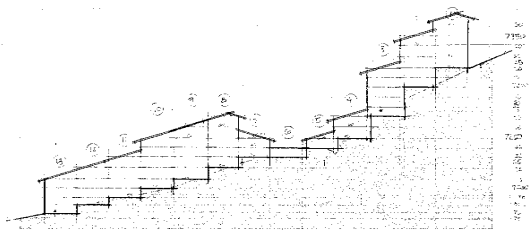
SHEET NO.
 16 / 26



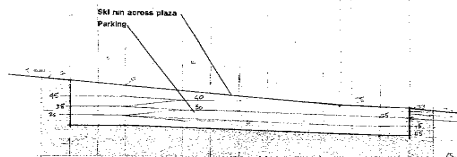
SWEENEY PROPERTIES MASTER PLAN

TOWN LIFT MID STATION SITE
 CREOLE MINE SITE

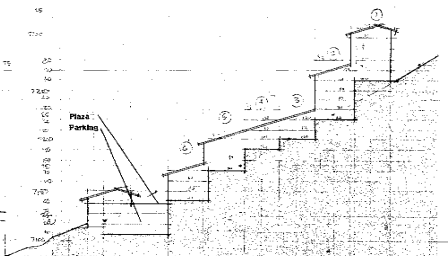
DELAMARE, WOODRUFF, STEPAN ASSOC. INC.
 ARCHITECTS
 PLANNERS



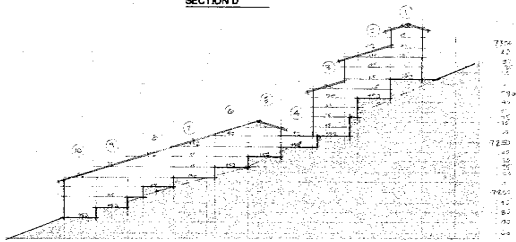
SECTION D



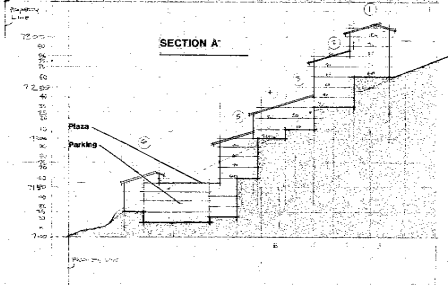
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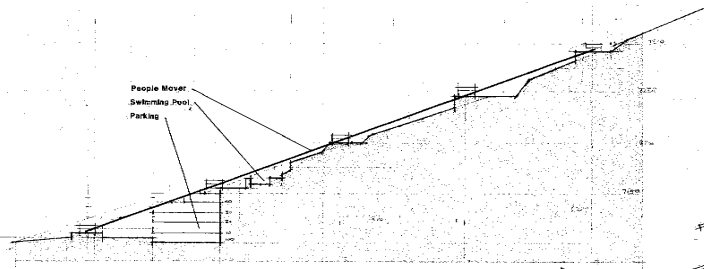
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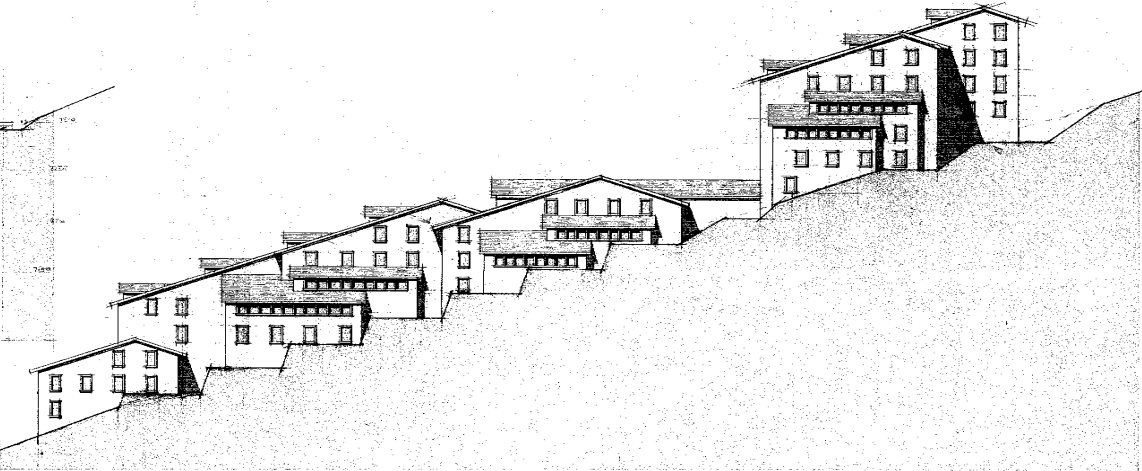
SECTION E



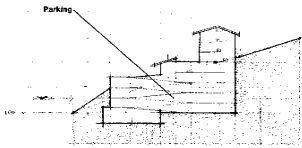
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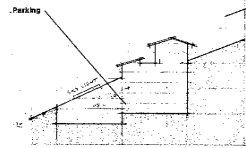
SECTION F



TYPICAL ELEVATION



SECTION H

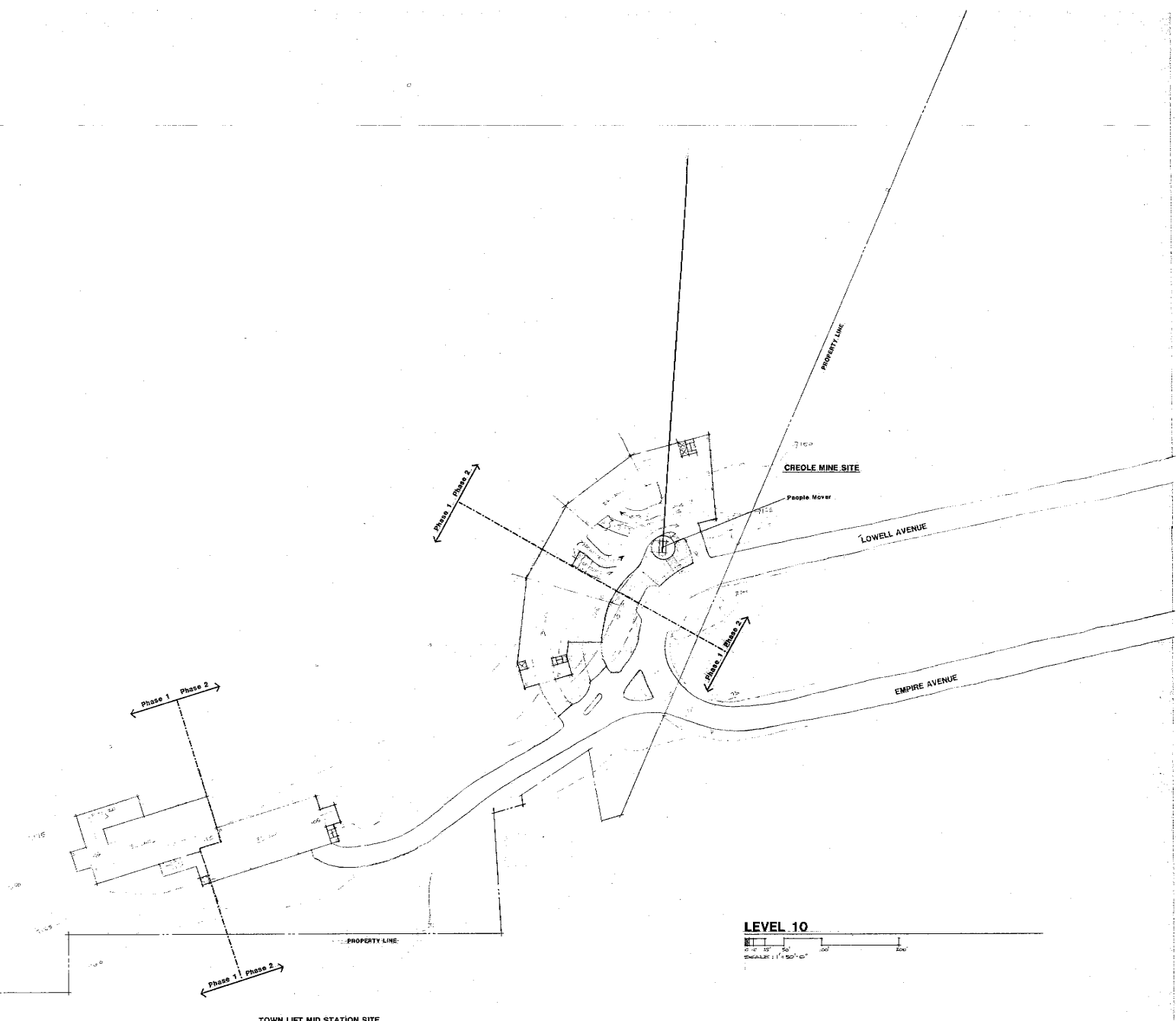


SECTION G

SECTIONS & ELEVATION



MAY 10, 1985



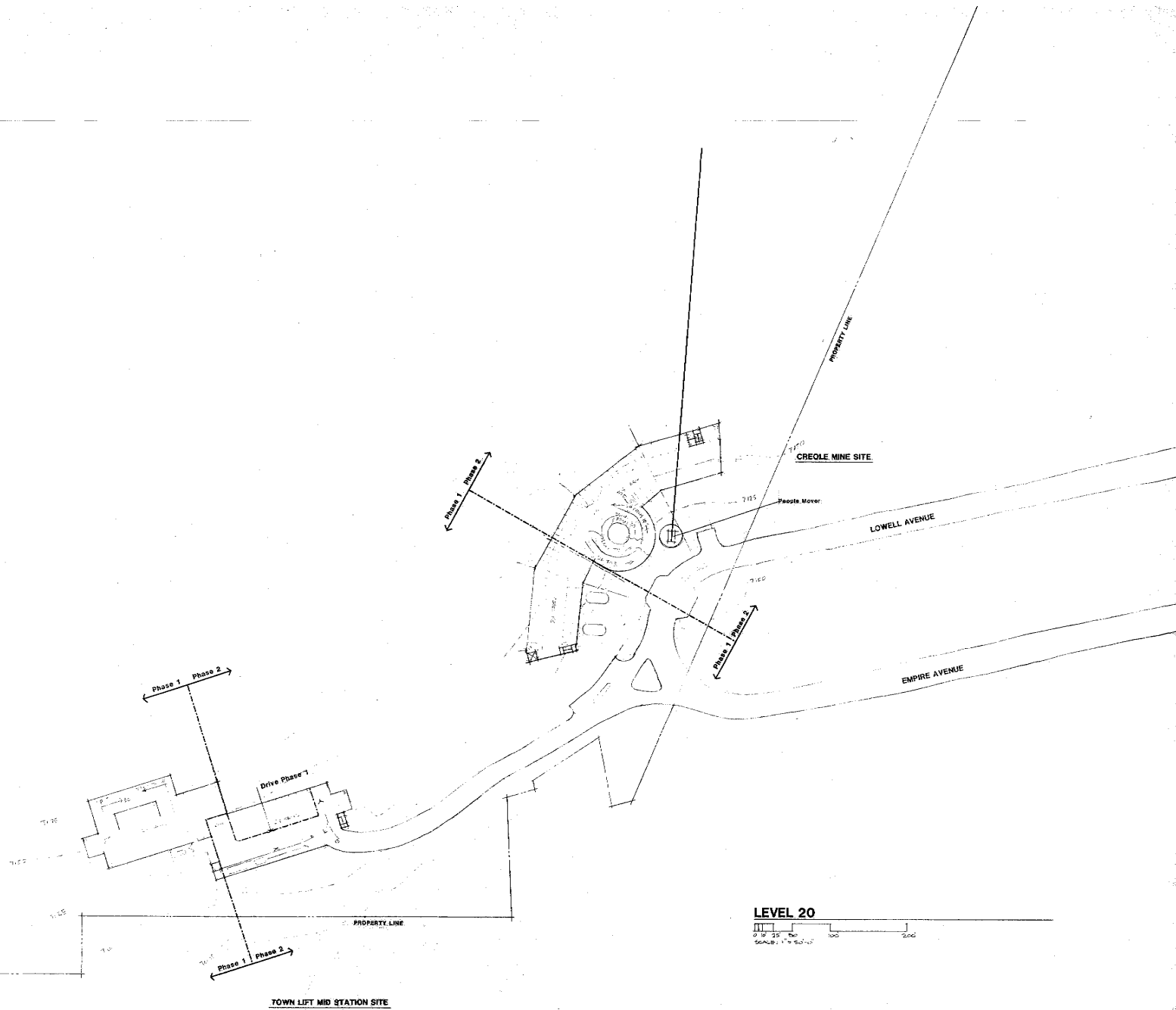
LEVEL 10
 0' 10' 20' 30' 40'
 SCALE: 1" = 50'-0"

SWEENEY PROPERTIES MASTER PLAN

TOWN LIFT MID STATION SITE
 CREOLE MINE SITE

DELAMARE, WOODRUFF, STEPAN ASSOC. INC.
 ARCHITECTS PLANNERS

MAY 10, 1988

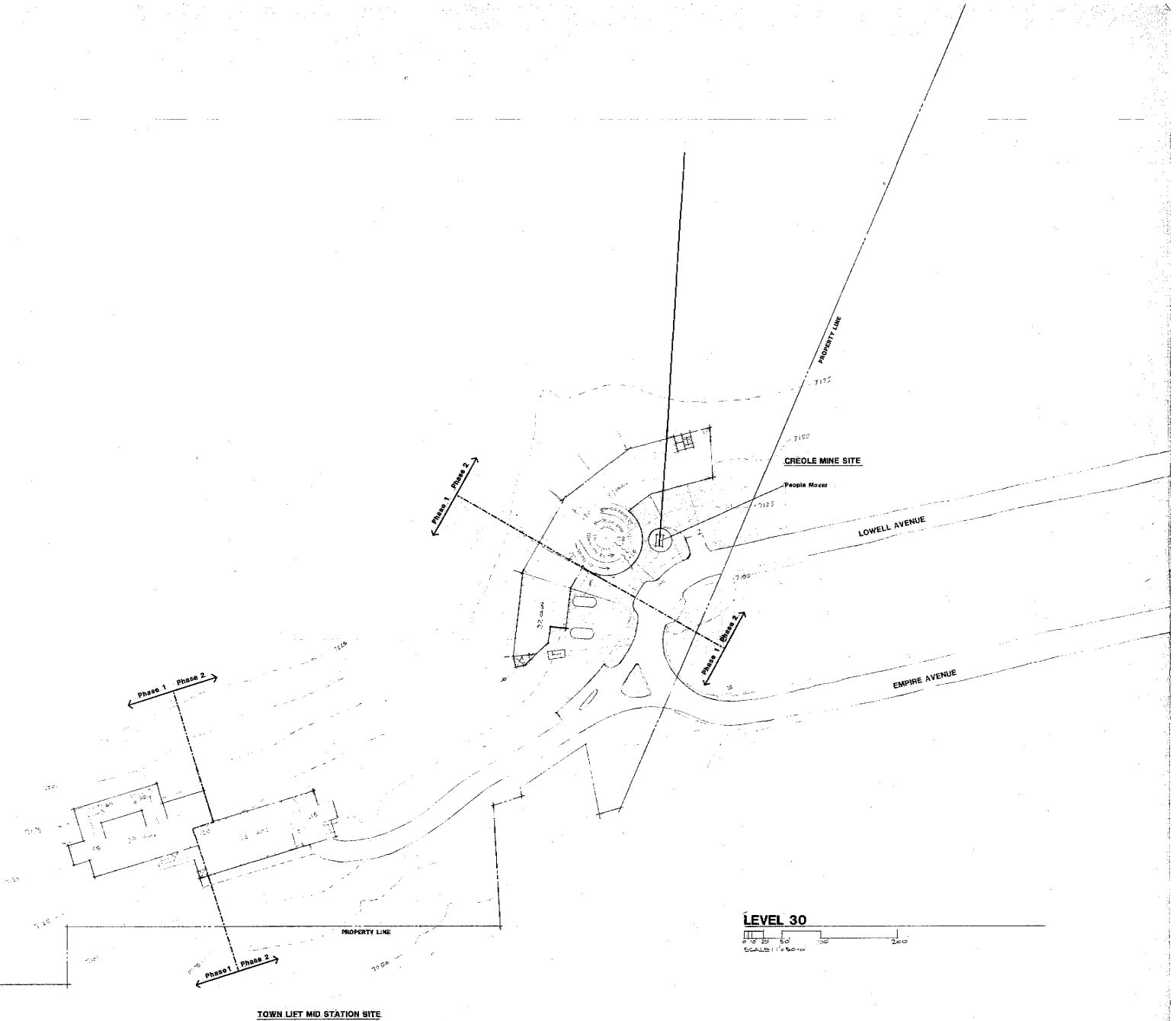


SWEENEY PROPERTIES MASTER PLAN

TOWN LIFT MID STATION SITE
CREOLE MINE SITE

DELAMARE, WOODRUFF, STEPAN ASSOC. INC.
ARCHITECTS
PLANNERS

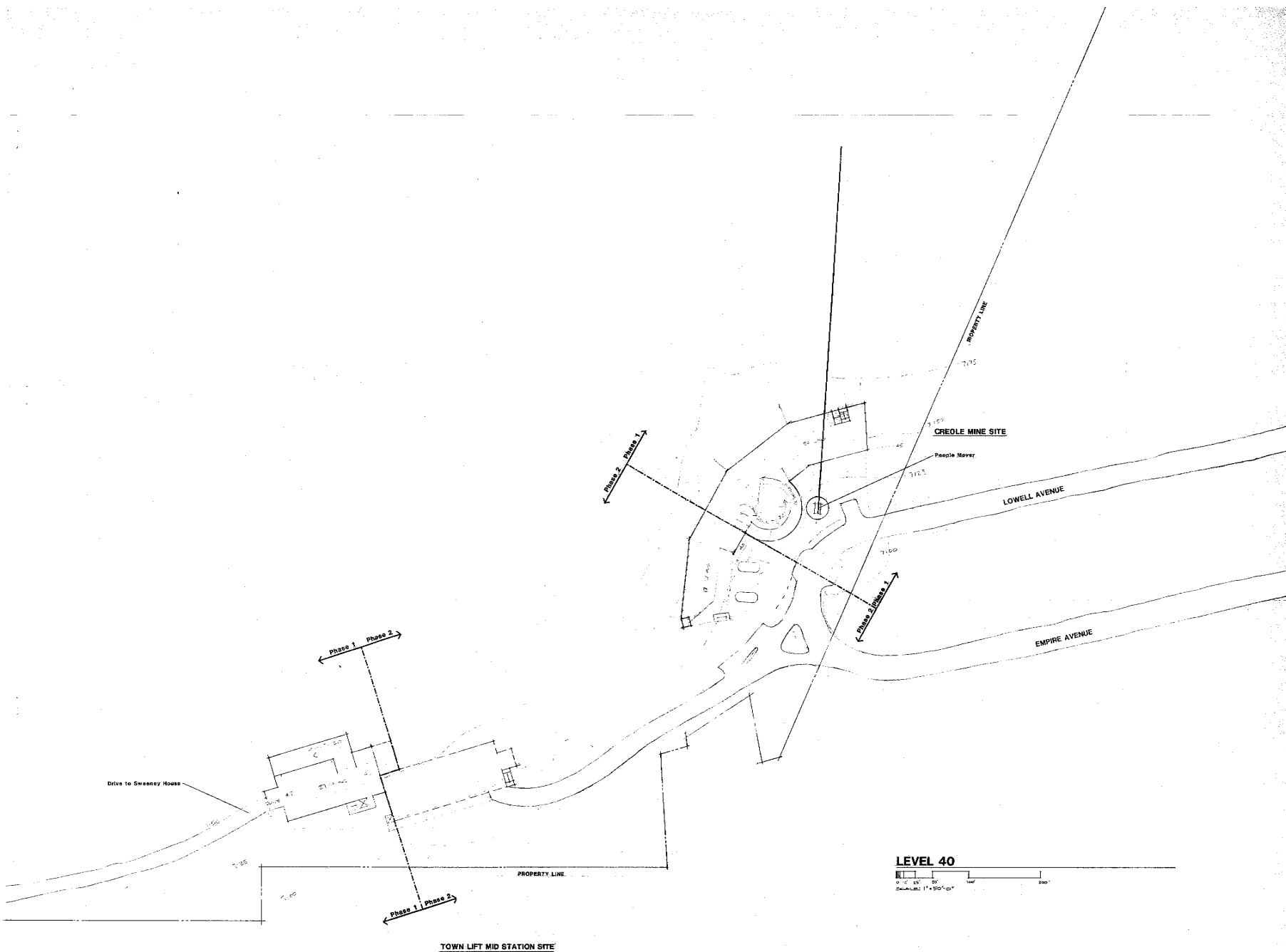
MAY 10, 2005



SWEENEY PROPERTIES MASTER PLAN

TOWN LIFT MID STATION SITE
 CREOLE MINE SITE

DELAMARE, WOODRUFF, STEPAN ASSOC. INC.
 ARCHITECTS PLANNERS

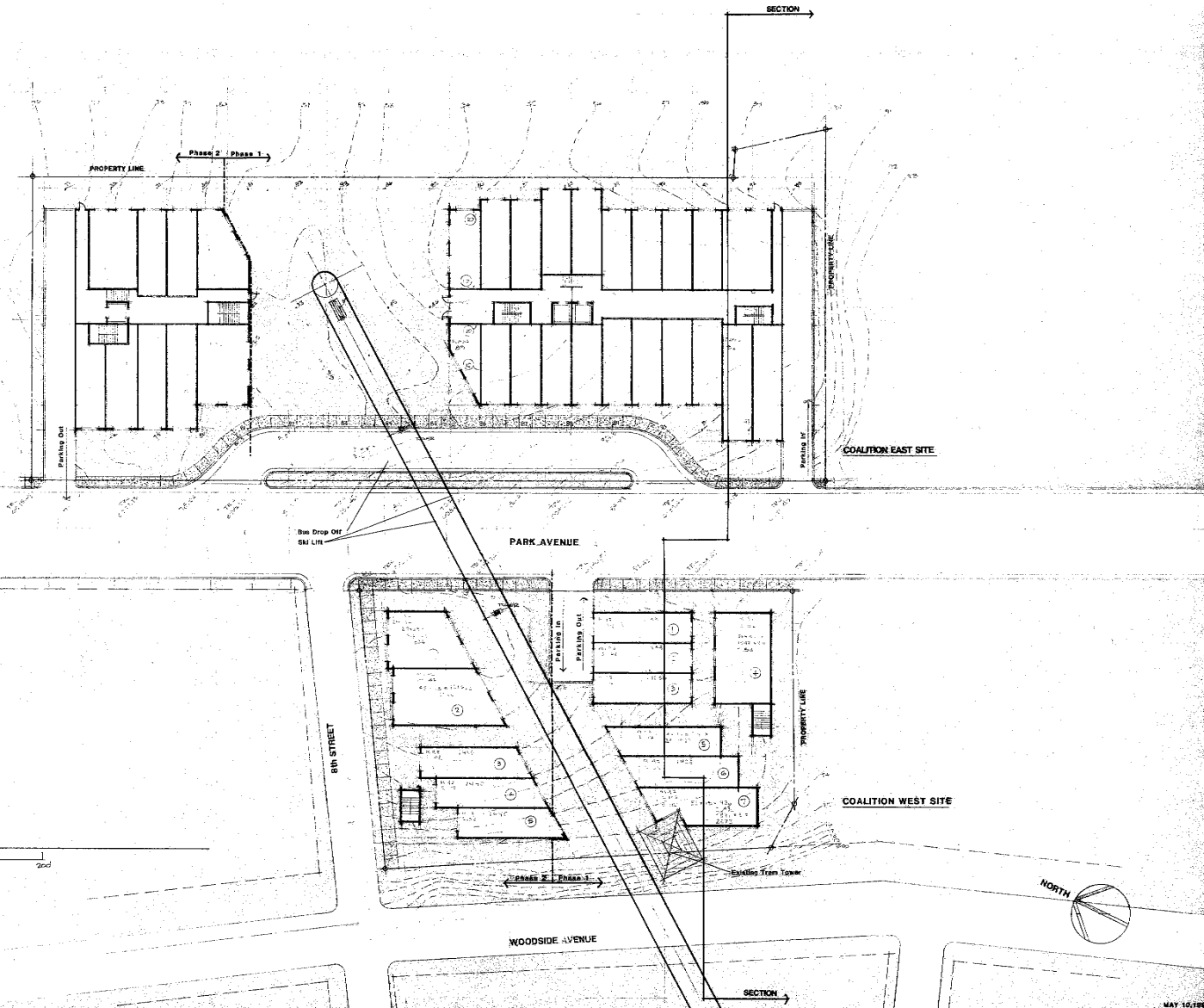


MAY 10, 1994

SWEENEY PROPERTIES MASTER PLAN

TOWN LIFT MID STATION SITE
 CREOLE MINE SITE

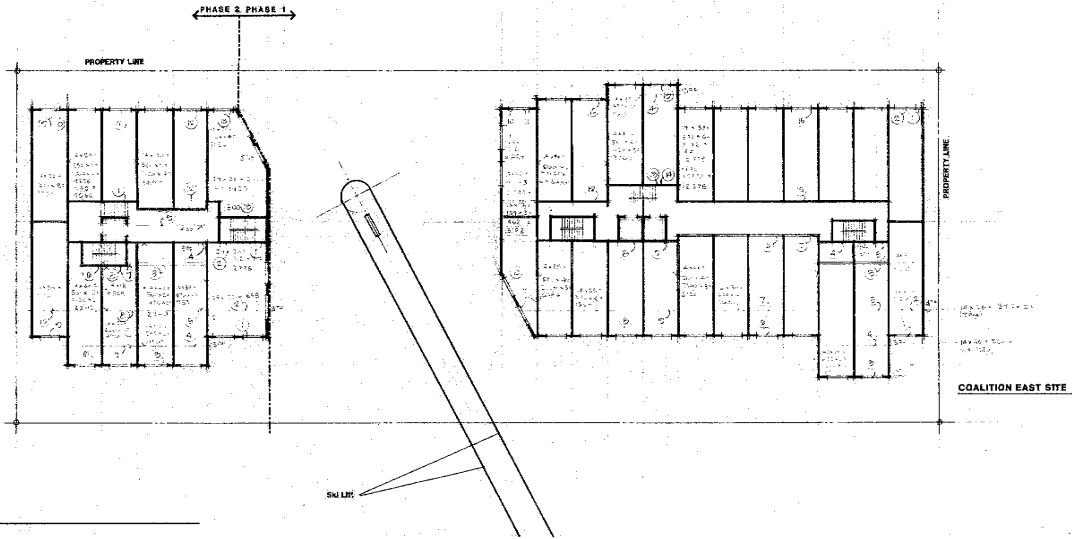
DEL AMARE, WOODRUFF, STEPAN ASSOC. INC.
 ARCHITECTS
 PLANNERS



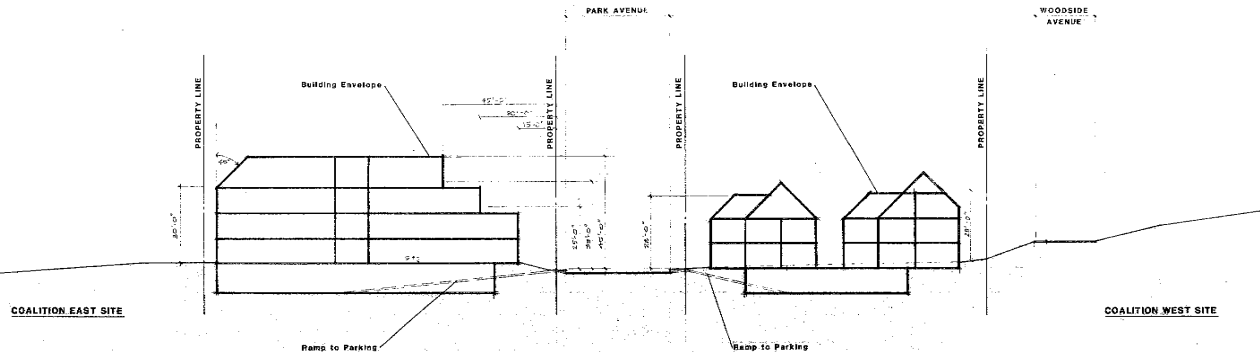
SWEENEY PROPERTIES MASTER PLAN

COALITION WEST SITE
COALITION EAST SITE

DELAMARE, WOODRUFF, STEPAN ASSOC. INC.
ARCHITECTS
PLANNERS



ROOM LEVEL
SCALE: 1/8" = 1'-0"

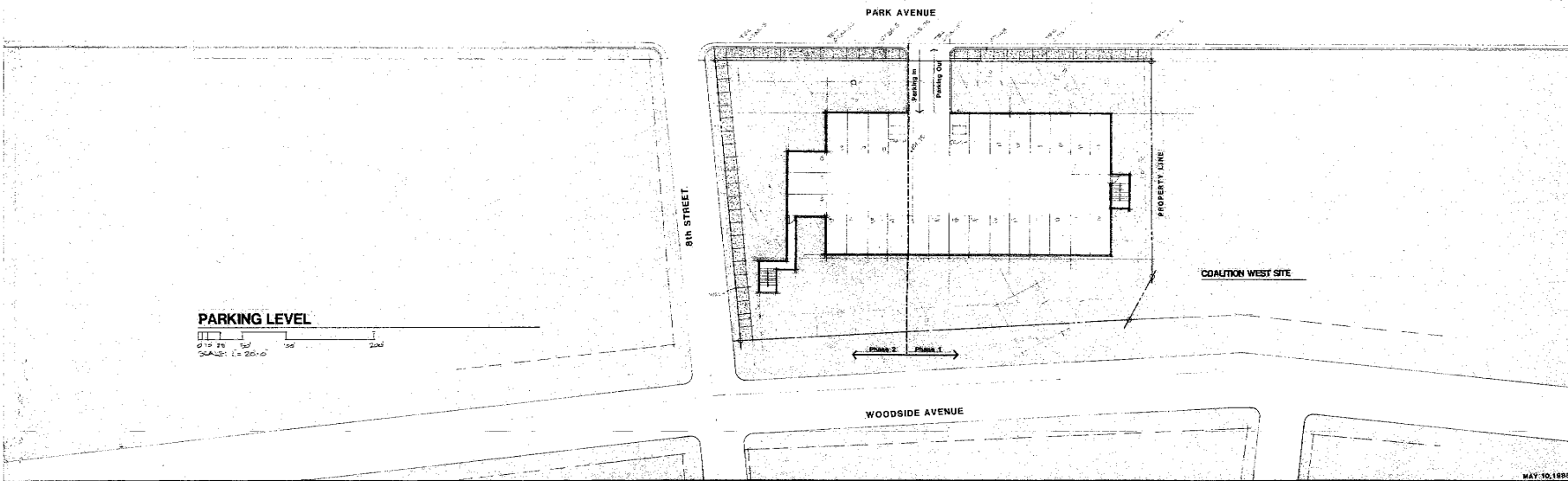
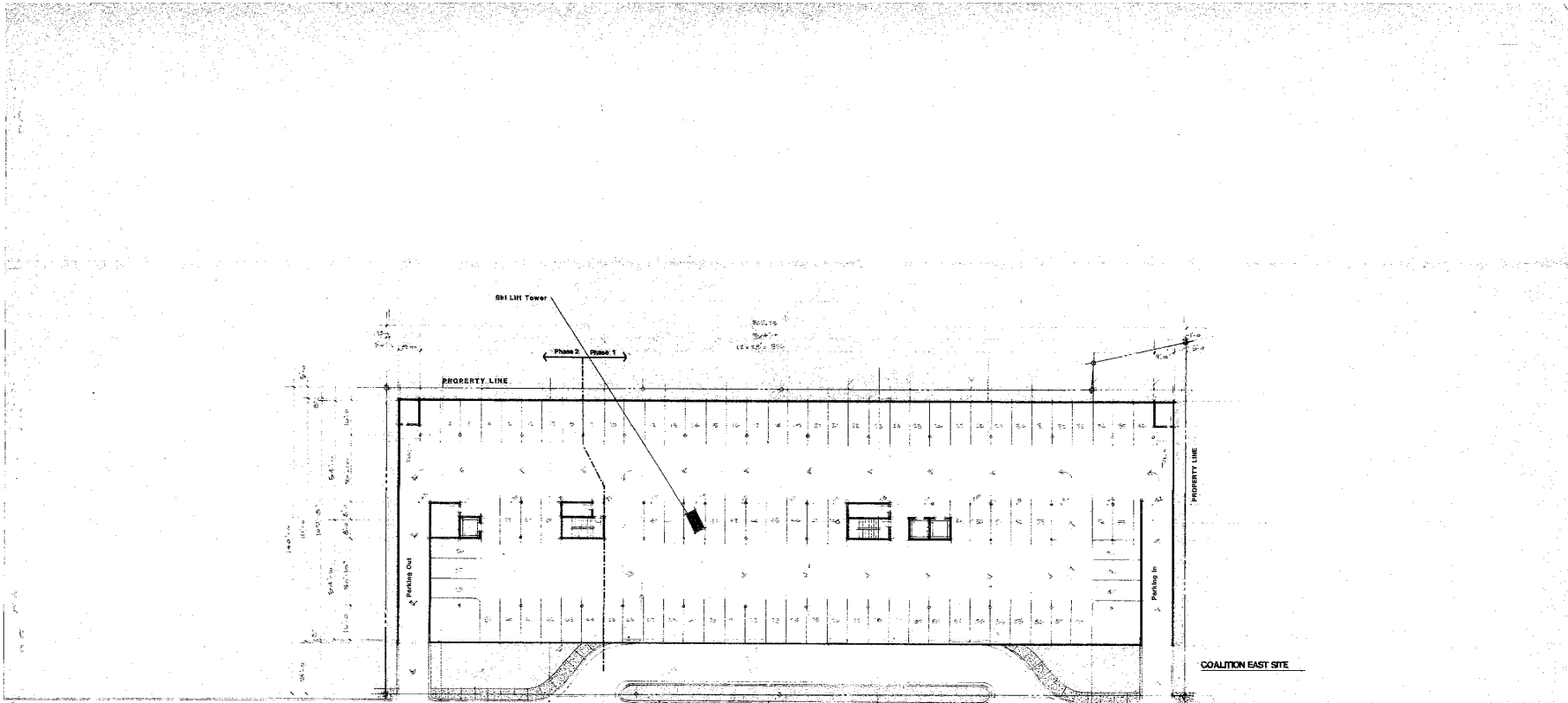


SECTION
SCALE: 1/8" = 1'-0"

SWEENEY PROPERTIES MASTER PLAN

COALITION WEST SITE
COALITION EAST SITE

DELAMARE, WOODRUFF, STEPAN ASSOC. INC.
ARCHITECTS PLANNERS



SWEENEY PROPERTIES MASTER PLAN

COALITION WEST SITE
COALITION EAST SITE

DELAMARE, WOODRUFF, STEPAN ASSOC. INC.
ARCHITECTS
PLANNERS



**Community Development/Engineering
Building and Planning Departments**

July 18, 1985

Dr. Patrick J. Sweeney
MPE Incorporated
P.O. Box 2429
Park City, UT 84060

Dear Pat,

During our Staff Review meeting on July 16, 1985, the staff continued our general discussion on the proposed Sweeney Properties MPD and your letter dated July 1, 1985. The following is a summary of the response to your letter:

1. Development Concept. Subsequent to our field trip with both the Planning and Historic District Commissions, a number of the Commissioners expressed major concerns with the scope of development proposed primarily on the hillside sites. Although it is difficult for anyone to envision 200 plus "unit equivalents" and the form they may take, I believe their concerns at this point are very valid. The potential for that many condominiums or hotel rooms is truly staggering. I would anticipate that a number of poignant issues will undoubtedly be raised as they begin to hone in on the evolving concept.

The staff will now need to review in greater detail how the various sites identified can be reasonably developed with minimal impact on the balance of the community. An analysis that demonstrates what could be physically (and realistically) be built under today's zoning contrasted to the proposed cluster concept would be invaluable.

2. Unit Equivalents. Project application fees are based on the total number of unit equivalents included in the application for the MPD. For Large Scale MPD's, a fee of \$50.00 per unit equivalent is due at the time of application. Any unit equivalents that are not paid for will be deleted from the MPD. It is the City staff's position that fees are due on the five developed HR-1 units, if they are to be included in the MPD proposal.
3. Zoning. Through conventional means, the City cannot rezone the hillside property with the restrictions on the HR-1 (2 units per acre) and RC (18 unit equivalents per acre) districts that you are proposing without creating completely

new zoning districts. However, a concept know as contract zoning will be considered and should allow the City to accomplish this objective.

4. Utilities.

- a. Water System - The City Engineer, Eric DeHaan, still has some major concerns with the proposed water system. The present concept will create unacceptable impacts on the City water system. The City still encourages you to investigate the possibility of combining the proposed water tank with the Park City Village water tank.
- b. Storm Drainage - Eric DeHaan is also very concerned with the proposed storm drainage system, particularly with the detention ponds.
- c. Sanitary Sewer - The Snyderville Basin Sewer Improvement District encourages you to meet with them to discuss service needs and off-site improvements. Off-site improvements may require that you participate with other parties in upgrading lines. Timing of necessary sewer improvements may not coincide with the timeline that you have put forth.

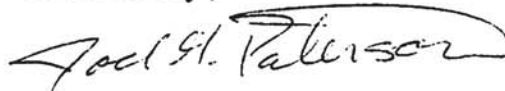
5. Access.

- a. Maintenance of Lowell & Empire Avenues - Because of the long build-out period and phasing proposed for the development of this project, the construction impact on Lowell and Empire Avenues will be spread-out over a 20 year period. These streets may need to be reconstructed as many as three times because of construction impacts. The costs will be above and beyond the standard impact fees and the developer will be responsible for its continued maintenance and probably reconstruction.
- b. Fire Protection Access - The Fire District is very concerned with access, especially in Creole Gulch. Exterior access for fire protection will be very difficult during the winter. Proposed building heights also create serious fire protection concerns. The Fire District does not have the necessary equipment to access the roof of a 50' structure. We recommend that the Fire District be contacted to discuss fire protection issues for the hillside properties, as soon as practicable.
- c. Upper Norfolk - It is apparent that a hammerhead is necessary on Upper Norfolk to improve the circulation in this area. The City staff is agreeable with looking at forming a special improvement district to help pay for these improvements. Your contribution of land necessary to accomplish this end would enable us to seriously consider this possibility.

6. Hiking Trails - All proposed trails must conform with the Trails Master Plan. It is likely that additional trail connections and stairways will be required.
7. Process - The Sweeney Properties MPD will be scheduled for another work session on August 14, 1985 with the Planning Commission. Following this meeting, the Commission has the option of scheduling subsequent work sessions or begin the formal hearings on the applications.

The staff is looking forward to continue working closely with you on the evolution of this project.

Sincerely,



Joel G. Paterson
Project Planner

JGP:ew

MPE, Inc.
P.O. Box 2429
Park City, UT 84060
(801) 649-7077
August 12, 1985

Joel G. Paterson
Project Planner
Community Development/Engineering
Building and Planning Departments
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

Dear Joel,

Thank you for the letter dated July 18, 1985 in which you responded to MPE's letter of July 1, 1985 and further clarified the staff's concerns regarding the Sweeney Property Master Plan. At this point we feel good about the dialogue which has taken place between ourselves and the staff, that there is a good understanding between the parties, and where differences occur we are not that far apart.

In order to keep the communication clear what follows is a brief response to your letter.

1. Development Concept. Here the main concern seems to be the density requested on the Hillside properties. During the August 14, 1985 Planning Commission work session we will address the density issue in three ways: (1) We will compare the density requested with what has been approved in the recent past in similar projects. (2) We will compare the density requested with the potential density of the Hillside properties. (3) Finally, we will compare the density requested with that which could be achieved using the Norfolk Avenue Alternative as designed on Sheets 9 and 10 of the initial submittal. We feel that the above presentation will demonstrate that the density requested is reasonable. New materials for that presentation will be supplied with this letter.

2. Unit Equivalents. MPE will pay the additional fees (\$250.00) at the earliest juncture that you feel appropriate.

MPE, Inc.
P.O. Box 2429
Park City, UT 84060
(801) 649-7077
August 12, 1985

3. Zoning. We have no problem with the contract zoning concept. Of course we would like to see the contract before we agree to it completely.

4. Utilities. Our meeting with Eric DeHann on August 7, 1985 was very productive and we feel we can work with Eric on utilities issues. In particular:

a. Water System. We like Eric's rational for a shared water tank near the Resort Center and, provided the economics can be worked out in a practical way, would be very interested in this approach.

b. Storm Drainage. Once again we like Eric's idea of taking the drainage directly to Silver Creek and replacing the large detention ponds with smaller catchment basins. If the necessary easement across the Depot Project can be obtained by the City, MPE will provide a culvert with necessary cleanouts under our Coalition East parking structure.

c. Sanitary Sewer. We will be meeting with the Sewer District in the near future to further discuss these needs. We will also be meeting with Utah Power and Light, Mountain Fuel Supply Company, Mountain Bell, and the cable TV company to discuss these services. Our goal will be to get letters from each to the City indicating their ability to supply service to the Master Plan sites.

5. Access.

a. Maintenance of Lowell & Empire Avenues. MPE is reluctant to take on the complete responsibility for these roads which are already in need of reconstruction and which serve a number of unit equivalents at least equal to those proposed and which also serve as an alternate route to Old Town from the Resort Center. However, if the City were to reconstruct to acceptable standards Lowell and Empire Avenues as currently planned as per the Park City Streets Master Plan, ultimately funding this needed reconstruction with our impact fees, MPE would take responsibility for any subsequent damage we might do to these roads over the years based on standard verification methods.

MPE, Inc.
P.O. Box 2429
Park City, UT 84060
(801) 649-7077
August 12, 1985

b. Fire Protection Access. We will meet with the Fire District in the near future to discuss fire protection needs.

c. Upper Norfolk. MPE will provide the land necessary for a hammerhead and contribute to a special improvement district to help pay for it based on MPE's one single family lot in that area.

6. Hiking Trails. MPE will provide foot paths (unpaved on natural soil) which will conform to Trails Master Plan.

7. Process. We look forward to the August 14, 1985 work session. All of the above commitments on MPE's part are subject to approval of the entire Sweeney Property Master Plan in a form acceptable to MPE and do not stand alone.

We appreciate the productive dialogue we have had thus far with the Staff. In particular, we appreciate your suggestions such as the possible economic impracticality of single loaded corridors planned on the Creole and Midstation sites. In this regard we are very interested in your idea of looking at more of a high-rise approach in the Creole Mine Site with less intense development at the Town Lift Midstation Site both subject to specific guidelines which would allow several possible development alternatives.

Sincerely,

Pat Sweeney M.D.
Patrick J. Sweeney, M.D.
President
MPE Inc.

cc: Dave Boesch, Eric DeHann

KEY QUESTIONS

Is master planning worth it?

Is the density requested reasonable?

Based on underlying zoning?

Based on other approved master plans?

Based on realistic long term possibilities?

Based on proximity to skiing and Old Town?

What is the best plan?

Cluster at Creole Gulch and Town Lift Midstation?

Combination of Norfolk Extension and Creole Gulch?

Norfolk Extension and King Road Loop?

How important is efficiency of City Services?

How important is unobstructed open space?

What is more important, the impact on the view of the people who live closeby or the view as seen from faraway?

Is it important for the City to allow development formats that can both effectively compete in the hotel and lodging markets and support the Historic Commercial District?

11/12/85

Revised 12/23/85

HILLSIDE POTENTIAL DENSITY vs. REQUESTED

POTENTIAL

15.21 AC HR1 X 23 U.E./AC =	349
98.25 AC ESTATE X 3 AC/U.E. =	32
10.00 AC RD X 5 U.E./AC =	<u>50</u>
TOTAL	431 UNIT EQUIVALENTS

REQUESTED

SINGLE FAMILY	3
CLUSTERED RESIDENTIAL OR HOTEL	197
SUPPORT COMMERCIAL	<u>19</u>
TOTAL	219 UNIT EQUIVALENTS

DIFFERENCE

49% REDUCTION

8/12/85

Revised 12/3/85

Revised 12/23/85

APPROVED DENSITY COMPARISONS

PROJECT	DATE APPROVED	# UNITS	# ACRES	UNITS/ACRE
PARK VILLAGE	FEB 1981	795	21	37.86
DEER VALLEY ³	FEB 1981	2545	1128	2.26
MASONIC HILL	DEC 1981	230	48	4.79
NASTAR HOTEL	JUN 1982	122	18	6.78
FIRESIDE	JUN 1983	48	4.5	10.67
SURPRISE	AUG 1983	170	79	2.15
SNOWCREEK	NOV 1984	245	31	7.90
SPMP HILLSIDE	?	219	123.5	1.77

NOTES

ALL UNIT VALUES INCLUDE PROJECT COMMERCIAL SPACE AT
1000 S.F.= 1 UNIT

DEER VALLEY³: THIRD AND LATEST APPROVAL

MASONIC HILL: 144 UNITS HEARTHSTONE AND 86 SINGLE
FAMILY LOTS COMPRISING THE BULK OF THE AERIE; RESULT OF
SETTLEMENT OF ELWOOD NIELSEN LAWSUIT

SPMP: SWEENEY PROPERTY MASTER PLAN

8/12/85

Revised 12/3/85

SPMP HILLSIDE PERFORMANCE CRITERIA

90% EXPANSIVE OPEN SPACE

70% USABLE OPEN SPACE WITHIN DEVELOPMENT PARCELS

97% TOTAL OPEN SPACE

COMPLETE ACCESS:

SKIING

PEDESTRIAN

ROUTINE VEHICLE

EMERGENCY

CONSTRUCTION

SERVICE

SUFFICIENT PARKING

COMPLETE, EFFICIENT UTILITIES:

WATER

SEWER

GAS

PHONE

NO NEW CITY MAINTAINED AND PLOWED ROADS

CONCENTRATED TRASH PICKUP

CONTROLLED DRAINAGE, EROSION, AND SNOW STORAGE

AESTHETIC SETTING BOTH FOR UNITS ON SITE AND AS VIEWED
FROM THE HISTORIC DISTRICT

ECONOMIC FEASIBILITY IN GOOD MARKET

ADVANTAGES HILLSIDE DEVELOPMENT SCHEME

- * 49% REDUCTION OF HILLSIDE DENSITY
- * PRESERVATION 90% OF THE HILLSIDE WEST OF THE HISTORIC DISTRICT AS EXPANSIVE, REAL OPEN SPACE TO BE VIEWED AND USED BY THE PUBLIC FOR HIKING AND SKIING
- * A TOTAL OF 97% OPEN SPACE ON THE HILLSIDE
- * EFFICIENT CITY SERVICES WITH NO NEW ROADS
- * A BROADENED TAX BASE (INCOME GENERATOR)
- * CUSTOMER BASE FOR MAIN STREET
- * COORDINATED DEVELOPMENT OF A LARGE INVENTORY OF HISTORIC DISTRICT PROPERTIES
- * STABILIZATION OF SURROUNDING ZONES
- * OTHER ADVANTAGES OF MASTER PLAN PACKAGE:
 - GREATER SET BACKS AND SLOPED BUILDING ENVELOPE COALITION EAST
 - 44% REDUCTION IN DEVELOPED HRI DENSITY
 - CITY TITLE TO NORFOLK AVENUE BETWEEN SNYDER'S ADDITION BOUNDARY AND 7TH STREET
 - BETTER CITY TITLE TO CRESCENT WALKWAY
 - DIRECT STAIR LINK BETWEEN LOWELL-EMPIRE AND CRESCENT WALKWAY
 - TITLE TO LOWELL-EMPIRE TURNAROUND
 - EASEMENT FOR NORFOLK PIPELINE
 - RIGHT OF WAY FOR HAMMERHEAD UPPER NORFOLK

SPECIAL CONSIDERATIONS HEIGHT EXCEPTION

Section 10.9.e
Park City Land
Management Code

- Prefaced on requirement for 27% open space; 7,10
adequate fully enclosed parking;
and no new City streets
1. Height mitigated by Gulch location; more visible 1,2,3
portions of site restricted to less height;
and 600 vertical feet of backdrop
2. Surrounded by 120 acres of Open Space 2,4
3. Ample interposed vegetation 15-45 feet high 1,3,4
4. Only one point of building maximum height, 2
i.e. half high rise concept
5. Average height overall: 7,5
Less than 25 feet Town Lift Midstation
Less than 45 feet Creole Gulch
6. Defined setbacks for height exceptions from 1,2,3,
existing development; setbacks much more 4,6,8
restrictive than underlying zoning
7. Well below density of underlying zoning 9

Revised 11/12/85
Revised 12/3/85
Revised 12/23/85

ADVANTAGES TO HIGH-RISE MAXIMUM OPEN SPACE APPROACH

INCREASED USABLE OPEN SPACE

98.5%

UP TO 100% WITH TILED ROOF

SIMPLE COMPLETE DRAINAGE CONTROL

REDUCED AREA

FLAT ROOFS

REAL ECONOMIC VIABILITY

MARKETABLE AS HOTEL (DOUBLE LOADED CORRIDORS)

REAL SUPPORT FOR RECREATION INDUSTRY

COMPLETED PROJECTS

CONSISTENT TAX REVENUE

CONSISTENT RETAIL SALES SUPPORT

EASILY PHASED

BETTER SNOW CONTROL

EASY

SAFE

COMPLETE

DIRECT ACCESS

EMERGENCY

SERVICE

ROUTINE

SKI THROUGH

PEDESTRIAN

REDUCED VISUAL IMPACT WITH REFLECTIVE GLASS. INVISIBLE?

DECREASED CONSTRUCTION IMPACT

UNCOMPLICATED, SIMPLE, CLEAN, NONDISTRACTING, WORKABLE

9/23/85

FACTS

HILLSIDE

123.5 acres total site
3.5 acres building footprints and driveway (3%)
12.5 acres building sites (10%)
111 acres vast real open space (90%)
120 acres total open space (97%)
35 acres open space for every acre of building or driveway
219 unit equivalents (49% reduction from underlying zone density)
 35.5 Town Lift Midstation Site plus 3.5 support commercial
 161.5 Creole Gulch Site plus 15.5 support commercial
 2 single family (plus 1 upper property if access achieved)
1.77 unit equivalents per acre overall
 18% less per acre than Surprise
 22% less per acre than Deer Valley

DEVELOPED HR1

3 unit equivalents Carr-Sheen Parcel (reduced 4 unit equivalents)
2 unit equivalents MPE Parcel (reduced 1 unit equivalent)

COALITION PROPERTIES

13 unit equivalents Coalition West Parcel
40 unit equivalents Coalition East Parcels

TOTAL MASTER PLAN

125.6 Acres
277 unit equivalents
2.21 unit equivalents per acre

12/3/85
Revised 12/5/85
Revised 12/23/85