

**Ordinance No. 11-02**

**AN ORDINANCE APPROVING THE FIRST AMENDED VILLAGE AT EMPIRE PASS,  
PHASE I, SUBDIVISION, LOCATED AT  
8680 EMPIRE CLUB DRIVE, PARK CITY, UTAH**

WHEREAS, the owners of the property known as the Village at Empire Pass, Phase I Subdivision have petitioned the City Council for approval of amendments to the approved subdivision plat for the Village at Empire Pass, Phase I; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on December 8, 2010, to receive input on the amended subdivision plat;

WHEREAS, the Planning Commission, on December 8, 2010, forwarded a recommendation to the City Council; and,

WHEREAS, on January 6, 2011, the City Council conducted a public hearing on the amended subdivision plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Village at Empire Pass Phase 1 amended subdivision plat.

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

**SECTION 1. APPROVAL.** The amended subdivision plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Village at Empire Pass Phase I Plat is located in the RD-MPD zoning district.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.
3. The Flagstaff Mountain Annexation is approximately 1,655 acres. Mixed-used development is limited to approximately 147 acres in four (4) development areas identified as Pods A, B-1, B-2, and D. The remainder of the annexation area is to be retained as passive and/or recreational open space.
4. A maintenance agreement addressing snow removal and maintenance of the water system exists between Park City Municipal Corporation and the Village at Empire

Pass Master Homeowners Association.

5. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A, including the Empire (now Tower) Club building and residential units.
6. On September 30, 2004 the City Council approved The Village at Empire Pass Phase I subdivision plat creating two (2) parcels with eleven (11) lots and the plat was recorded at Summit County on November 24, 2004.
7. On April 13, 2005 the Planning Commission approved a CUP for the Empire (now Tower) Club located on Lot 9.
8. On February 13, 2008, the Planning Commission approved a CUP for the residential component of the Empire Club (i.e. Phase 2) and the name changed to the Tower Club. Phase 2 includes 25 units (38.9 UEs) and one 650 sf accessible ADA unit platted as common.
9. On October 21, 2010, the Planning Department received a complete application for a plat amendment to amend the Village at Empire Pass Phase I subdivision plat. The amendments include the following: a) move a lot line between Lot 9 and the Village Way private road to expand Lot 9 and decrease the area of private road for Village Way previously used for the temporary shuttle stop until the permanent shuttle stop was constructed near the entrance to the Empire Club on Lot 9, and 2) memorializing recorded easements. Parking pull out for Shooting Star will remain.
10. With the re-plat between Lot 9 (Tower Club) and the private right-of-way, the Tower Club residential building will comply with all setback requirements.
11. Re-platting of the boundary was a condition of approval of the February 11, 2009 CUP extension approval.
12. The plat amendment does not create any non-conforming situations.
13. On December 8, 2010, the Planning Commission conducted a public hearing and voted to forward a positive recommendation to the City Council.

#### Conclusions of Law

1. There is good cause for this amended subdivision plat.
2. The amended subdivision plat is consistent with the Flagstaff Annexation and Development Agreement, the Village at Empire Pass Master Plan Development, the Village at Empire Pass Phase I subdivision plat, the Park City Land Management Code, the General Plan and applicable State law regarding Subdivision Plats.
3. Neither the public nor any person will be materially injured by the proposed amended subdivision plat.
4. Approval of the amended subdivision plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

#### Conditions of Approval

1. All conditions of approval of the Flagstaff Annexation and Development Agreement and the Village at Empire Pass Master Planned Development, and the Village at Empire Pass Phase I subdivision plat continue to apply. All subsequent applications and approvals are subject to the Technical Reports as approved or amended.
2. The City Attorney and City Engineer will review and approve the final form and content of the amended subdivision plat for compliance with State law, the Land Management Code, and the conditions of approval prior to recordation of the plat.

3. The applicant will record the subdivision plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
4. The final plat shall contain a note that Village Way is a private road
5. A note on the plat shall state that the maintenance of the Lot9 water system is the private responsibility of the Lot 9 Village at Empire Pass Sub Association.
6. The plat amendment does not approve any changes to the Conditional Use or Master Planned Development approvals on the property.

**SECTION 2. EFFECTIVE DATE.** This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 6<sup>th</sup> day of January, 2011.

PARK CITY MUNICIPAL CORPORATION

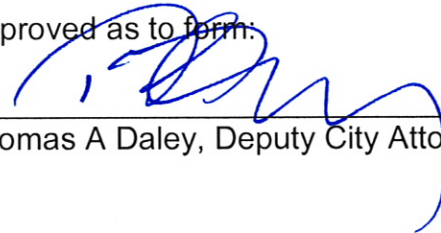
  
\_\_\_\_\_  
Mayor Dana Williams

Attest:

  
\_\_\_\_\_  
Janet M. Scott, City Recorder



Approved as to form:

  
\_\_\_\_\_  
Thomas A Daley, Deputy City Attorney



**OWNER'S CERTIFICATE**  
 I, the undersigned, being the owner of the above described premises, do hereby certify that the same are as shown on the plat hereunto annexed and that the same are not subject to any other claim or lien in favor of any person other than myself or my legal heirs and assigns.

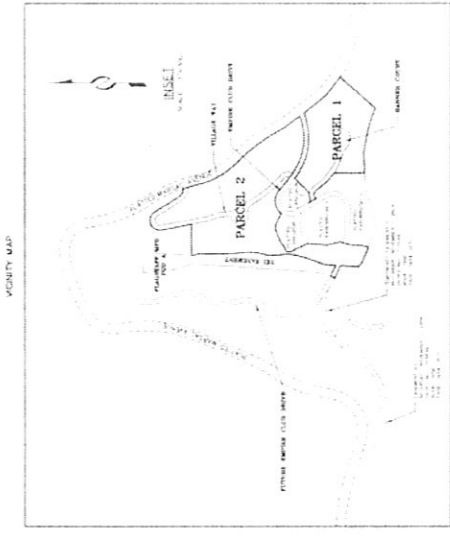
*Mark Thorne*  
 Mark Thorne  
 11/10/08



**BOUNDARY DESCRIPTIONS**

**PARCEL 1**  
 A tract of land bounded on the north and east by the north-south line of Section 28 and on the west by the north-south line of Section 27, Township 21 North, Range 4 East, Salt Lake Base and Meridian, containing 1.56 acres, more or less.

**PARCEL 2**  
 A tract of land bounded on the north and east by the north-south line of Section 28 and on the west by the north-south line of Section 27, Township 21 North, Range 4 East, Salt Lake Base and Meridian, containing 1.56 acres, more or less.



**OWNER'S DEDICATION AND CONSENT TO RECORD**

I, the undersigned, being the owner of the above described premises, do hereby dedicate and consent to record the same as shown on the plat hereunto annexed and that the same are not subject to any other claim or lien in favor of any person other than myself or my legal heirs and assigns.

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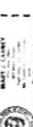
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**THE VILLAGE AT EMPIRE PASS  
 PHASE 1**

LOCATED IN SECTIONS 21 AND 28,  
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,  
 PARK CITY, SUMMIT COUNTY, UTAH

**PLANNING COMMISSION**  
 APPROVED BY THE PLANNING COMMISSION ON THIS DATE: 11/10/08  
 BY: *Mark Thorne*  
 Mark Thorne  
 11/10/08

**ENGINEER'S CERTIFICATE**  
 I, the undersigned, being a duly licensed Professional Engineer in the State of Utah, do hereby certify that the above described premises are as shown on the plat hereunto annexed and that the same are not subject to any other claim or lien in favor of any person other than myself or my legal heirs and assigns.

**APPROVAL AS TO FORM**  
 APPROVED AS TO FORM THIS DATE: 11/10/08  
 BY: *Mark Thorne*  
 Mark Thorne  
 11/10/08

**CERTIFICATE OF ATTEST**  
 I, the undersigned, being a duly licensed Professional Engineer in the State of Utah, do hereby certify that the above described premises are as shown on the plat hereunto annexed and that the same are not subject to any other claim or lien in favor of any person other than myself or my legal heirs and assigns.

**COUNCIL APPROVAL AND ACCEPTANCE**  
 APPROVED AND ACCEPTABLE FOR RECORD THIS DATE: 11/10/08  
 BY: *Mark Thorne*  
 Mark Thorne  
 11/10/08

**RECORDED**  
 # 718034  
 11/10/08



