

Planning Commission Staff Report



Application #: PL-16-03209
Subject: Deer Crest Master Planned Development and Settlement Agreement (Third Amendment to the Settlement Agreement)
Author: Kirsten Whetstone, MS, AICP- Senior Planner
Date: February 8, 2017
Type of Item: Master Planned Development/Settlement Agreement Amendment

Summary Recommendations

Staff recommends the Planning Commission conduct a public hearing and discuss a request to amend the Deer Crest Master Planned Development and Settlement Agreement to remove a requirement that Deer Hollow Road be physically disconnected at the time of development of the Slalom Village parcel. Staff recommends discussion of the items listed below and requests continuation to March 8, 2017 to allow City Staff time to draft appropriate findings and potential conditions to support direction provided by Planning Commission, following an opportunity for public input. **Staff requests discussion on the following items (see also Analysis section of this report).**

1. Consider potential impacts of allowing Deer Hollow Road to function as it currently does (e.g. without a disconnection) versus requiring a permanent, physical disconnect within the Slalom Village parcel. East and west perimeter control gates are to remain in place, owned and managed by the Deer Crest Master Owner's Association in perpetuity, per agreements in place (see Exhibit A - applicant's letter requesting removal of the disconnect requirement (and exhibits to the letter) and Exhibit B- location map).
2. Consider conditions or additional agreement language to ensure perpetual maintenance and existence of the gates, such as a condition that if the east and west perimeter gates are ever abandoned or otherwise fail to operate per the agreements in place, a physical disconnect across Deer Hollow Road shall be installed.
3. Discuss the potential for allowing overflow traffic use of Deer Hollow Road, for traffic emergencies declared by the Park City Police Department and or Park City Fire District, with certain conditions such as outbound only from Park City to US 40 using Deer Hollow Road, as well as official designation as to who has authority to allow this emergency use.
4. Review and discuss whether the proposed MPD Amendment satisfies applicable MPD review criteria (as reviewed in this report) and whether required conclusions of law for approval of an MPD can be made.
5. Are there other conditions of approval or related amendments to the Settlement

Agreement that the Planning Commission wishes to discuss and provide in recommendation to the City Council? Staff recommends adding conditions related to Mine Hazards and Mine Soil that shall be addressed with any Conditional Use Permit application for the Slalom Village (aka Deer Hollow Village) development. These MPD criteria were recently added to the Land Management Code and it is customary to add them when an MPD is reopened.

Description

Applicant: Deer Crest Associates I, L.C., represented by Thomas G. Bennett, Ballard Spahr Law

Location: Deer Hollow Road in the vicinity of the Deer Crest Chairlift, within the Deer Crest Master Planned Development

Zoning: Recreation Commercial- Master Planned Development (RC-MPD)

Adjacent Land Uses: Deer Valley Resort, St. Regis Hotel and Residences, single family homes of Snowtop and Deer Crest Estates, and open space.

Reason for Review: Amendments to Master Planned Developments require Planning Commission review, public hearing, and final action by the Planning Commission. Settlement Agreement amendments require City Council review and final action, with recommendation from Planning Commission (as requested by the City Council).

Proposal

The applicant, Deer Crest Associates I, L.C., developer of the Deer Crest Master Planned Development community, is successor in interest to Trans Wasatch Company, L.L.C. and Park City Consolidated Mines Company in matters related to the Deer Crest Settlement Agreement (Settlement Agreement) dated December 29, 1995.

The applicant submitted a request for a Third Amendment to the Settlement Agreement (which acts as the Master Planned Development for the property) to eliminate the requirement for a physical disconnection of Keetley Road (aka Deer Hollow Road) in the vicinity of a development parcel known as the Slalom Village parcel (aka Deer Hollow Village). Purpose of the disconnect requirement was to prevent direct through traffic between Jordanelle basin/US 40 and Park City. During development of Deer Crest permanent gates were installed on the east and west entrances. These gates are guard controlled and are known as the east and west perimeter gates. According to the City Engineer, in 2009 or 2010 a crash gate was installed at the disconnect site but has since been removed.

The Deer Crest Master Association (DCMA) is supportive of the Amendment and believes it is in the best interest of the Deer Crest community to eliminate this requirement, provided however, that the east and west perimeter control gates remain in place and managed in compliance with the agreements. Wasatch County, Deer Valley Resort, JSSD special service district, and several home owners within Deer Crest Estates have submitted letters in support (See Exhibit E). See also Staff Report Exhibit

A, applicant's letter and the following exhibit attachments provided by the applicant:

- Exhibit A- Excerpt from Settlement Agreement (existing disconnect language)
- Exhibit B- Queen Ester Settlement Agreement and Release
- Exhibit C- Letter to Mark Harrington dated August 1, 2013 with attachments
- Exhibit D- Answers to Planning Department Questions
- Exhibit E- Letter dated November 18, 2015 to Queen Ester HOA Board
- Exhibit F- Letter to Park City Council from Wasatch County dated November 3, 2015
- Exhibit G- Proposed language for the Third Amendment to the Settlement Agreement

Background

The Deer Crest Settlement Agreement (Agreement) by and between Park City Consolidated Mines Company and Trans-Wasatch Company, L.L.C and Park City Municipal Corporation was executed on December 29, 1995. A requirement for a physical disconnection of Keetley Road (aka Deer Hollow Road) in the vicinity of a development parcel known as the Slalom Village parcel (aka Deer Hollow Village) was included in the Agreement. The original purpose of the disconnect requirement was to prevent public access between the Jordanelle basin (Wasatch County)/Highway US 40 and Park City.

A First Amendment to the Agreement (aka the First Amendment to the Telemark Park Settlement Agreement) was approved by City Council on April 8, 1997 (Exhibit F). Items of the First Amendment included the following: 1) clarified density, use and configuration, and location of the development areas; 2) addressed timing of annexation of and permit issuance for the Snowtop/Hidden Hollow, Slalom Village, and Roosevelt Gap Areas; 3) moved the previous 20,000 sf ski academy (and parking limitation) from the Slalom Village Area to Telemark Park Village (aka Jordanelle Village Resort) outside of the east perimeter gate and increased the single family lots by one to five (5); 4) added right to construct ski runs and lifts to the section pertaining to the right to construct roads under certain conditions, and 5) included additional stipulations related to ski lifts, ski runs, open space, trails, other road construction, gates, utilities, and ski runs.

A Second Amendment to the Agreement (aka the Second Amendment to the Telemark Park Settlement Agreement) was approved by City Council on April 6, 2001 (Exhibit G). The purpose of the Second Amendment was to increase by the density of Hidden Hollow subdivision by one single family lot, thus increasing the total number of single family lots lying west of the east perimeter gate by one to 151 (from 150) and increasing the total number of units by one to 546 units (from 545); amending related exhibits, and amending the annexation agreement for Alternative A for the Roosevelt Gap/Snow Park Hotel Area (now known as the St. Regis Resort approved with the Deer Crest Hotel Conditional Use Permit) to allow the Planning Commission to approve up to 105 overnight parking spaces at Roosevelt Gap.

The Settlement Agreement property consists of approximately 678 acres, of which 523 are located within Wasatch County and 155 acres are located within Summit County. The property is generally located between Deer Valley Drive East and US 40. At the time of the Agreement a majority of the property was located within the unincorporated

areas of these counties. The Settlement Agreement requires Property Owner and/or Homeowners' Association responsibility for the permanent maintenance of all perimeter gates, roads, hard surfaced pedestrian and bike pathways, including snow removal.

On December 17th, 1998, Park City annexed 253 acres of this property as the Deer Crest Annexation (Ordinance 98-53) and 84 acres as the Hidden Hollow Annexation (Ordinance 98-52) (See Exhibit I). The remaining property was developed in unincorporated Wasatch County. Access to a majority of the Deer Crest Community is from US 40 at the Mayflower interchange via the east perimeter control gate (also known as the Jordanelle gate house). Access from Park City to the Deer Crest Community is from Deer Valley Drive to Queen Ester Drive and to Deer Hollow Road via the west perimeter control gates (also known as the Queen Ester gate house). (See Exhibits B and C- location maps and aerial photo of the Deer Crest area).

Two other parcels were developed in Park City, namely the Roosevelt Gap parcel with the St. Regis Hotel and the Snow Park Hotel parcel with the funicular connecting to Roosevelt Gap, parking, and two employee housing units and one residential condominium unit within the funicular building. Phases 2 and 3 of the St. Regis Hotel (aka Deer Crest Hotel CUP) (future residential condominiums) are also approved at the Snow Park Hotel site but have not been constructed. Parking and access through the west perimeter gates for the St. Regis Hotel (approved as the Deer Crest Hotel CUP) is subject to the Settlement Agreement, as amended, and is reflected in the CUP conditions of approval (Exhibit H). Access through the gates is also described in the Queen Ester Settlement Agreement (Exhibit B to Exhibit A).

This proposed Third Amended Settlement Agreement does not request changes to the Deer Crest Hotel CUP. Subject property, e.g. the general location of the required disconnect, is zoned Recreation Commercial- Master Planned Development (RC-MPD).

During construction of the St. Regis Hotel in 2007-2010, a temporary disconnect (metal crash gates and boulders) was removed. The Chief Building Official at that time made a determination that for health and safety reasons Keetley Road (aka Deer Hollow Road) should be opened and continually paved as long as the east and west perimeter gates were installed as permanent gates and monitored per the Agreements. The disconnection on Keetley Road was not re-installed as the east and west gates provided the controlled access to and from US 40 and Park City. Language in the Settlement Agreement remains describing the requirement for a permanent connection to be incorporated into design of the future hotel development at Slalom Village (aka Deer Hollow Village).

On June 9, 2016, the applicant submitted an application for an amendment to the Deer Crest MPD and Third Amendment to the Settlement Agreement (see Exhibit A and attachment exhibits A-G). The application was deemed complete upon submittal of a revised surrounding property owner mailing list and envelopes on November 22, 2016.

Purpose of the RC Zone

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

- A. allow for the Development of hotel and convention accommodations in close proximity to major recreation facilities,
- B. allow for resort-related transient housing with appropriate supporting commercial and service activities,
- C. encourage the clustering of Development to preserve Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of construction and municipal services,
- D. limit new Development on visible hillsides and sensitive view Areas,
- E. provide opportunities for variation in architectural design and housing types,
- F. promote pedestrian connections within Developments and to adjacent Areas,
- G. minimize architectural impacts of the automobile,
- H. promote the Development of Buildings with designs that reflect traditional Park City architectural patterns, character, and Site designs,
- I. promote Park City's mountain and Historic character by designing projects that relate to the mining and Historic architectural heritage of the City, and
- J. promote the preservation and rehabilitation of Historic Buildings

Process

Approval or denial of this request to amend the MPD by the Planning Commission constitutes Final Action that may be appealed to City Council following procedures found in Land Management Code § 1-18. Previous amendments to the Agreement were reviewed by the Planning Commission at the time of the proposed Deer Crest and Hidden Hollow Annexations and the Planning Commission made a recommendation to City Council on amendments to the Settlement Agreement items.

Amendments to the Settlement Agreement require a Planning Commission recommendation to City Council and final action by the City Council.

Analysis

Settlement Agreement Amendment

The original purpose of the disconnect was to prevent Keetley Road (aka Deer Hollow Road) from becoming a through way for public access between Jordanelle basin/Highway US 40 and Park City. Historically the road was an unpaved county road. With development proposals for the Deer Crest property being reviewed by Wasatch County (aka Telemark Park) this required disconnect was seen as necessary to prevent through traffic and public access. The requirement was memorialized as part of the 1995 Settlement Agreement. With the Deer Crest development permanent manned control gates at the east and west entrances to the property were constructed.

The applicant contends that these manned gates effectively prevent public access through Deer Crest and this disconnect requirement at Slalom Village is no longer necessary (See Exhibit A- applicant's letter and exhibits) and create issues with emergency access and internal circulation.

In 1996 a Settlement Agreement and Release was executed between the Queen Ester Village Project Owners Association, Trans Wasatch LLC, Deer Crest Associates I, L.C., and Park City Consolidated Mines (PCCM) (Trans Wasatch, Deer Crest and PCCM were the developers) (see Exhibit A- applicant's letter and exhibits). Included in this Queen Ester Settlement Agreement was a provision that allowed the removal of the physical disconnect at Slalom Village, if approved by Park City, "so as to permit and encourage the use of the east control gate as the point of entry and exit for commercial, oversized or trailering vehicles, and vehicles operating outside of specified hours of operation, subject to Developer's agreement to implement gate controls no less stringent than those set forth on Exhibit B hereto in the master covenants, conditions and restrictions for the Deer Crest Project..." (See Exhibit B to the Queen Ester Settlement Agreement). **Discussion requested.**

Master Planned Development Review Criteria

Master Planned Developments, and amendments to them, are to be reviewed according to the following applicable items as outlined in Section 15-6-5 of the Land Management Code (*LMC language in italics, staff analysis in bold- only applicable criteria are included*).

(A) **DENSITY.** *The type of Development, number of units and Density permitted on a given Site will be determined as a result of a Site Suitability Analysis and shall not exceed the maximum Density in the zone, except as otherwise provided in this section. The Site shall be looked at in its entirety and the Density located in the most appropriate locations.*

No changes are proposed to the approved densities outlined in the Settlement Agreement, as amended. Slalom Village is one of the remaining undeveloped areas of the MPD. Section 5.2.3.1 states the density "shall not exceed 83 multi-family units (maximum 2,400 square feet per unit) with support commercial space up to 5% of the gross square footage and appropriate amenities and five (5) single-family lots (per 1st Amendment)". Alternatively, the Agreement states "in the event Property Owners elect not to construct the development described in Section 5.2.3 above, then Property Owners shall have the right to develop a single family subdivision not to exceed twelve (12) lots in place of the 83 multi-family units. .. The twelve (12) single-family lots are in addition to the five (5) lots (per 1st Amendment)..."

(B) **MAXIMUM ALLOWED BUILDING FOOTPRINT FOR MASTER PLANNED DEVELOPMENTS WITHIN THE HR-1 AND HR-2 DISTRICTS. (Not applicable)**

(C) **SETBACKS.** *The minimum Setback around the exterior boundary of an MPD shall be twenty five feet (25') for Parcels greater than one (1) acre in size. (No changes)*

(D) **OPEN SPACE.** *All Master Planned Developments shall contain a minimum of sixty percent (60%) open space with open space as defined in LMC Chapter 15-15 with the exception of the General Commercial (GC) District, Historic Residential Commercial (HRC), Historic Commercial Business (HCB), Historic Residential (HR-1 and HR-2)*

zones, and wherein cases of redevelopment of existing Developments the minimum open space requirement shall be thirty percent (30%). **(No changes)**

(E) OFF-STREET PARKING. *The number of Off-Street Parking Spaces in each Master Planned Development shall not be less than the requirements of this Code, except that the Planning Commission may increase or decrease the required number of Off-Street Parking Spaces based upon a parking analysis submitted by the Applicant at the time of MPD submittal. **(No changes)***

(F) BUILDING HEIGHT. *The height requirements of the Zoning Districts in which an MPD is located shall apply except that the Planning Commission may consider an increase in height based upon a Site specific analysis and determination. The Applicant will be required to request a Site specific determination and shall bear the burden of proof to the Planning Commission that the necessary findings can be made. In order to grant Building height in addition to that which is allowed in the underlying zone, the Planning Commission is required to make findings, as stated in the LMC. **(Not applicable)***

(G) SITE PLANNING. *An MPD shall be designed to take into consideration the characteristics of the Site upon which it is proposed to be placed. The project should be designed to fit the Site, not the Site modified to fit the project. The following shall be addressed in the Site planning for an MPD:*

(1) Units should be clustered on the most developable and least visually sensitive portions of the Site with common open space separating the clusters. The open space corridors should be designed so that existing Significant Vegetation can be maintained on the Site.

Clustering of units is provided for within the MPD with the Slalom Village development parcel identified and the area around it designated for open space.

(2) Projects shall be designed to minimize Grading and the need for large retaining Structures.

This requirement is also discussed in the Settlement Agreement/MPD with specific grading plans to be reviewed at the time of any Conditional Use Permit. This may be impacted if the disconnect is required and turn around areas are needed on each side of the disconnection for snow plows. Existing slopes are steep and large turn around areas will require large retaining structures.

(3) Roads, utility lines, and Buildings should be designed to work with the Existing Grade. Cuts and fills should be minimized.

This requirement, pertaining to Buildings, will be reviewed at the time of any Conditional Use Permit and/or subdivision plat. The MPD Amendment doesn't change the location of roads relative to Existing Grade, or cuts and fills, however if disconnect is required the turnaround areas for snow plows will require additional cut and fills.

(4) Existing trails should be incorporated into the open space elements of the project and should be maintained in their existing location whenever possible. Trail easements for existing trails are recorded on the subdivision plat. Construction of any new trails will be required consistent with the Park City Trails Master Plan.

The MPD Amendment will not make changes to trails or trail easements. If the disconnect is required to remain, pedestrian and cyclist access should not be restricted.

(5) Adequate internal vehicular and pedestrian/bicycle circulation should be provided. Pedestrian/ bicycle circulations shall be separated from vehicular circulation and may serve to provide residents the opportunity to travel safely from an individual unit to another unit and to the boundaries of the Property or public trail system. Private internal Streets may be considered for Condominium projects if they meet the minimum emergency and safety requirements.

The proposed MPD Amendment allows internal vehicular and pedestrian/bicycle circulation for residents within the Deer Crest/Hidden Hollow/Snowtop/St Regis Hotel Neighborhood area, by keeping the loop open within the area (keeping the perimeter gates in place). There will continue to be relatively direct access between the various subdivisions and hotels. Additionally, service and delivery, employee vans, guests and owners of the St. Regis Hotel, approaching from US 40 and the east gate, will take a more direct route using Deer Hollow Road, as opposed to Deer Crest Estates Drive, a more circuitous route through a residential neighborhood. Creation of two dead end roads interrupts a loop route for internal circulation within (inside the two gates) the Deer Crest/Hidden Hollow/Snowtop/St. Regis Hotel Neighborhood.

The Settlement Agreement does include a provision for a gated emergency /utility road (one that does not allow general public access, but it is not clear whether it would allow service and delivery vehicles) to by-pass the disconnect, but this provision is only identified in Section 5.2.3.5 and 5.2.3.8 specific to the conditions of development without annexation to Park City, and therefore these sections don't currently apply. If the MPD Amendment is not approved, pedestrian and bicycle access should be provided around any physical disconnect.

(6) The Site plan shall include adequate Areas for snow removal and snow storage. The landscape plan allows for snow storage Areas. The assumption is that snow should be able to be stored on Site and not removed to an Off-Site location.

Snow removal and snow storage for the Slalom Development parcel are not changed with the proposed MPD Amendment. Specifics of snow removal and snow storage are reviewed at the time of the Conditional Use Permit review. Creation of two dead end roads interrupts a more efficient loop route for snow removal services, and requires two large turn around areas to be constructed. The road is relatively steep (about 10%) in this area and the terrain within the Slalom Village parcel slopes down from north to south at a 50-60% slope with the north side of the road steeper than the south.

(7) It is important to plan for trash storage and collection and recycling facilities. The Site plan shall include adequate Areas for trash dumpsters and recycling containers, including an adequate circulation area for pick-up vehicles. These facilities shall be enclosed and shall be included on the site and landscape plans for the Project. Pedestrian Access shall be provided to the refuse/recycling facilities from within the MPD for the convenience of residents and guests.

Creation of two dead end roads at Slalom Village interrupts a loop route for refuse and recycling collection within the Deer Crest neighborhood. Specifics of trash dumpsters and recycling containers, and the screening of these facilities, are reviewed at the time of the Conditional Use Permit review. The Settlement Agreement does include a provision for a gated emergency /utility road (one that does not allow general public access) to by-pass the disconnect, but this provisions is only identified in Section 5.2.3.5 and 5.2.3.8 which are specific to the conditions of development without annexation to Park City, and therefore don't currently apply. If the MPD Amendment is not approved the Commission could request such a by-pass road for specific use as an alternative to construction of two large turn around areas for these large vehicles (snow plows, trash trucks, emergency fire trucks, etc.).

(8) The Site planning for an MPD should include transportation amenities including drop-off Areas for van and shuttle service, and a bus stop, if applicable.

The MPD encourages reduction of vehicular trips. A more direct route from US 40 to the Hotel for van and shuttle service and employee shuttles is more conducive to successful reduction in vehicular trips within the MPD.

(9) Service and delivery Access and loading/unloading Areas must be included in the Site plan. The service and delivery should be kept separate from pedestrian Areas.

Site specific items regarding service and delivery and loading/unloading areas are reviewed at the time of a Conditional Use Permit. See #5 for service and delivery vehicle circulation within the MPD.

*(H) **LANDSCAPE AND STREETScape.** A complete landscape plan must be submitted with the MPD application. The landscape plan shall comply with all criteria and requirements of LMC Section 15-5-5 (M) Landscaping. All noxious weeds, as identified by Summit County, shall be removed from the Property in accordance with the Summit County Weed Ordinance prior to issuance of Certificates of Occupancy. Lighting must meet the requirements of LMC Chapter 15-5, Architectural Review. **(Not Applicable)***

*(I) **SENSITIVE LANDS COMPLIANCE.** All MPD Applications containing any Area within the Sensitive Areas Overlay Zone will be required to conduct a Sensitive Lands Analysis and conform to the Sensitive Lands Provisions, as described in LMC Section 15-2.21. **(Not Applicable)***

(J) **EMPLOYEE/AFFORDABLE HOUSING.** *MPD Applications shall include a housing mitigation plan which must address employee Affordable Housing as required by the adopted housing resolution in effect at the time of Application. The applicant is current on affordable housing requirements to date. (No changes)*

(K) **CHILD CARE.** *A Site designated and planned for a Child Care Center may be required for all new single and multi-family housing projects if the Planning Commission determines that the project will create additional demands for Child Care. (No changes)*

(L) **MINE HAZARDS.** *All MPD applications shall include a map and list of all known Physical Mine Hazards on the property and a mine hazard mitigation plan.*

The approved MPD and Settlement Agreement do not include conditions related to this item. Staff recommends a condition be added to require this MPD criteria be addressed with the Conditional Use Permit application for Slalom village development in the future. Mine Hazards were added as review criteria when the LMC was recently amended.

(M) **HISTORIC MINE WASTE MITIGATION.** *For known historic mine waste located on the property, a soil remediation mitigation plan must be prepared indicating areas of hazardous soils and proposed methods of remediation and/or removal subject to the Park City Soils Boundary Ordinance requirements and regulations. See Title Eleven Chapter Fifteen of the Park City Municipal Code for additional requirements.*

The approved MPD and Settlement Agreement do not include conditions related to this item. Staff recommends a condition be added to require this MPD criteria be addressed with the Conditional Use Permit application for Slalom village development in the future. Historic Mine Waste Mitigation was added as review criteria when the LMC was recently amended.

(N) **GENERAL PLAN REVIEW.** *All MPD applications shall be reviewed for consistency with goals and objectives of the Park City General Plan, however such review for consistency shall not alone be binding.*

Consider in review of the amendment the following items.

- **Maintain Park City's resort and neighborhood character**
- **Protect neighborhoods from impacts of development**
- **Provide pedestrian amenities and connections**
- **Efficient provisions of services and emergency response**
- **Efficient vehicular circulation/best transportation practices/no conflicts with transportation /reduction of trips**

(O) **HISTORIC SITES.** *All MPD applications shall include a map and inventory of Historic Structures and Sites on the Property and a Historic Structures Report, as further described on the MPD application. The Historic Structures Report shall be prepared by a Qualified Historic Preservation Professional.*

The approved MPD and Settlement Agreement do not include conditions related

to this item. Staff recommends a condition be added to require this MPD criteria be addressed with the Conditional Use Permit application for Slalom village development in the future. Historic Sites criteria were added as review criteria when the LMC was recently amended.

Conclusions of Law required for Master Planned Developments

In reviewing this application, Staff and the Commission should incorporate into the discussion and consider whether the following findings, if applicable, can be made before taking any final action on this application. **The Commission should also consider whether additional conditions of approval are needed in order to make these conclusions:**

1. The MPD complies with all the requirements of the Land Management Code.
2. The MPD meets the minimum requirements of Section 15-6-5 of the LMC Code.
3. The MPD provides the highest value of open space, as determined by the Planning Commission.
4. The MPD strengthens and enhances the resort character of Park City.
5. The MPD compliments the natural features on the Site and preserves significant features or vegetation to the extent possible.
6. The MPD is Compatible in Use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility and protects residential neighborhoods and Uses.
7. The MPD provides amenities to the community so that there is no net loss of community amenities.
8. The MPD is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
9. The MPD meets the provisions of the Sensitive Lands requirements of the Land Management Code. The project has been designed to place Development on the most developable Land and least visually obtrusive portions of the Site.
10. The MPD promotes the Use of non-vehicular forms of transportation through design and by providing trail connections.
11. The MPD has been noticed and public hearing held in accordance with this Code.
12. The MPD incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building programs and codes adopted by the Park City Building Department in effect at the time of the Application.
13. The MPD addresses and mitigates Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance.

Department Review

This project has gone through an interdepartmental review at a Development Review meeting consisting of various City Departments and various service providers. Service providers at the meeting, both emergency service and utility providers, expressed support for the elimination of the disconnection, for reasons of better emergency

access and more efficient delivery and provision of services to the area (or to keep the current situation intact).

Concerns regarding operation and monitoring of the east and west perimeter vehicle control gates were discussed, as well as the opportunity to include additional mechanisms and conditions in order to have better oversight as to management of these gates. Responsibility for operation and maintenance of the perimeter gates belongs to the Deer Crest Master association.

There was also discussion about the potential for overflow traffic and emergency evacuation use of Deer Hollow Road, for specific events and situations, provided specific conditions are met. It was requested that these item be discussed by the Planning Commission at the public hearing.

On November 12, 2013, the Deer Crest Interlocal Development Services Committee met. One of the agenda items was a presentation from the applicant's attorney, Mr. Thomas Bennett. Following discussion of the Settlement Agreement amendment related to the disconnection of Deer Hollow Road, the committee expressed support for the amendment to permanently remove a required disconnection and rely on the east and west perimeter gates to control access. The Development Services Committee is scheduled to meet on February 7th. Staff will provide a report of that meeting to the Commission.

Notice

On November 30, 2016, the property was posted and notices of the public hearing were mailed to property owners within the Deer Crest HOA as well as to property owners within 300 feet of the lower west perimeter gate, including the Queen Ester and lower Solamere neighborhoods. Legal notice was published in the Park Record, on the City Website, and on the Utah Public Notice Website on November 26, 2016.

Public Input

Planning Staff mailed out approximately 400 letters to property owners within the Deer Crest community as well as those within 300 feet of the west perimeter control gate. Staff received numerous letters in support of the amendment (see Exhibit E).

Recommendations

Staff recommends the Planning Commission conduct a public hearing and discuss a request to amend the Deer Crest Master Planned Development and Settlement Agreement to remove a requirement that Deer Hollow Road be physically disconnected at the time of development of the Slalom Village parcel. Staff recommends continuation to March 8, 2017, to allow City Staff time to draft appropriate findings and potential conditions to support direction provided by Planning Commission, following an opportunity for public input.

Exhibits

Exhibit A- Applicant's letter and letter Exhibits A-G

Exhibit B- Location maps

Exhibit C- Aerial photo overview of Deer Crest area and topographic map

Exhibit D- Additional background information

Exhibit E- Public input received to date
Exhibit F- First Amended Settlement Agreement
Exhibit G- Second Amended Settlement Agreement
Exhibit H- Deer Crest Hotel CUP approval (and most recent amendment) action letters
Exhibit I – Annexation ordinances from 12/17/1998.

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June 8, 2016

Via E-mail

Ms. Kirsten A. Whetstone
Senior Planner
Park City Municipal Corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060-1480

Re: Proposed Amendment to 1995 Deer Crest Settlement Agreement

Dear Kirsten:

As you are aware, on August 1, 2013 and December 11, 2015 I submitted letters to Mark Harrington requesting an amendment to the Settlement Agreement dated December 29, 1995 between Trans-Wasatch Company, L.L.C., Park City Consolidated Mines Company and Park City Municipal Corporation (as amended, the "Settlement Agreement"). Those letters requested a modification to Section 5.2.3.4 of the Settlement Agreement to eliminate the requirement that there be a permanent disconnect preventing east-west access between Highway 40 and Park City through the Deer Crest community via Deer Hollow Drive, which was formerly known as "Keetley Road." You recently indicated that it would be necessary to submit an Application for an Amendment to an MPD in order for the City to process this request. Accordingly, enclosed please find the following:

1. Application for Amendment to Master Planned Development.
2. My letter dated December 11, 2015, which is submitted to satisfy the requirement for a written statement describing the request (item 3 of the Application form). In your February 26, 2016 email you indicated that this would be sufficient. That letter also includes multiple exhibits which provide additional documentation supporting this request.
3. Copy of the Settlement Agreement, in satisfaction of submittal item 4 of the Application.
4. The following drawings and photographs which you previously indicated would be sufficient to satisfy submittal requirement for item 6 of the Application:
 - a. Aerial photo showing the approximate location of the disconnect as originally intended;

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December 11, 2015

Via FedEx

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Park City, UT 84060

Re: Deer Hollow Road (f/k/a Keetley Road) Disconnect

Dear Mark:

This firm represents Deer Crest Associates I, L.C. ("DCA"), the developer of the Deer Crest community ("Deer Crest"), in the matters that follow. DCA is the successor in interest to Trans-Wasatch Company, L.L.C. and Park City Consolidated Mines Company with respect to the Settlement Agreement dated December 29, 1995 (as amended, the "Settlement Agreement") with Park City Municipal Corporation ("City"). The purpose for this letter is to re-engage with the City on a proposal to amend the Settlement Agreement to eliminate the requirement for the physical disconnection of Keetley Road (now known, and in this letter referred to, as "Deer Hollow Road") as it passes through Deer Crest at the approximate location of a development parcel referred to in the Settlement Agreement as "Slalom Village".

As you will recall, Section 5.2.3.4 of the Settlement Agreement requires the permanent physical disconnection of Deer Hollow Road at the Slalom Village location, which is east of the St. Regis Hotel (the "Disconnect"), at such time as the primary structure for Slalom Village is constructed. A copy of this section of the Settlement Agreement is attached to this letter as Exhibit "A". In terms of my involvement, the impact of the Disconnect first came to light in 2009 in connection with an amendment to the CUP for the St. Regis Deer Valley Hotel (the "St. Regis"). At that time both Park City and Wasatch County expressed support for eliminating the Disconnect requirement out of concerns that implementation of the Disconnect would adversely affect emergency access to and from the St. Regis and many homes in the Deer Crest development. Over the course of the past six years there have also been negotiations between DCA and the Deer Crest Master Association ("DCMA") over the transfer of roads and open space parcels within Deer Crest from DCA to DCMA. In the course of those negotiations, which were finalized and implemented earlier this year, DCA and DCMA agreed that it was in the best interests of both to seek an amendment of the Settlement Agreement to eliminate the Disconnect requirement.

DMWEST #11347934 v4

Ms. Kirsten A. Whetstone
June 8, 2016
Page 2

- b. A map showing all roadways within Deer Crest, including Deer Hollow Drive;
- c. "Deer Crest Direction Map", which is another map of the roads within Deer Crest;
and
- d. Topographical map of existing conditions along Keetley Road.

You have indicated that submissions will not be required for items 7-11 of the Application Submittal Requirements. The Application fee of \$560 will be paid by phone as soon as you provide us with a permit number. As I previously mentioned to you, we have ordered a title report for this section of the road, but it will not be available until the middle of next week. I will have that delivered to you as soon as I receive it, together with the names and stamped envelopes for all property owners within 300 feet of this property.

Very truly yours,



Thomas G. Bennett

Enclosures



The original purpose for the Disconnect was to assure that Deer Hollow Road did not become used for public access between the Jordanelle basin of Wasatch County and Park City. However, in the development of Deer Crest control gates were constructed at the east and west entrances to Deer Crest. These gates have effectively prevented public access through Deer Crest, and it is generally recognized that disconnecting Deer Hollow Road is unnecessary to prevent public access between Highway 40 and Park City. Keeping Deer Hollow Road intact also allows trucks and other large commercial delivery vehicles serving the St. Regis to enter exclusively through the Jordanelle gate into Deer Crest, rather than entering through the western gate in Deer Valley. Most importantly, keeping Deer Hollow Road as a thoroughfare provides substantially quicker access for emergency vehicles to the St. Regis and many of the homes in Deer Crest. As you may recall from the meeting we had with City officials on November 12, 2013, all of the public safety representatives present at that meeting from Park City and Wasatch County were supportive of eliminating the Disconnect requirement, as they felt that keeping Deer Hollow Road connected was important for emergency access.

There has been some question as to whether the Deer Crest control gates could at some point in the future be removed or left open, but such action would be a violation of the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Deer Crest ("Master Declaration"). Specifically, Section 4.5(c)(iii) of the Master Declaration requires that "permanent control gates at the East and West entrances" shall be constructed and operated continuously. Owners of homes in Deer Crest see a substantial value in being a "gated community" and would strongly object to any efforts to remove the control gates. Removal of the gates might also violate the Settlement Agreement and Release dated August 1, 1996 between DCA and the Queen Esther Owners Association, a copy of which is attached hereto as Exhibit "B" ("Queen Esther Settlement Agreement"), which also requires, in Section 1.f., that permanent control gates be maintained at the east and west entrances to Deer Crest.

Our original request to amend the Settlement Agreement to eliminate the Deer Hollow Road Disconnect requirement was made in my letter to you dated August 1, 2013, a copy of which is attached as Exhibit "C". Following that letter, the Planning Department raised a few questions, which we have summarized and answered on attached Exhibit "D".

You have strongly suggested that we contact the Queen Esther community about this request. We have notified the Board of Directors of Queen Esther Village Project 1 Owners Association, in writing, of our intent to proceed with this request to have the Disconnect requirement eliminated. A copy of that letter is attached as Exhibit "E". In response to that letter I have had a phone call with Jerry Chizevar, an attorney and member of the board of the Queen Esther owners' association. He had a number of questions concerning the proposal and indicated that he did not expect the board to object to the elimination of the Disconnect requirement, although it is important to them that the east and west control gates into Deer Crest remain in place.

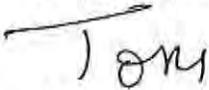
Eliminating the Disconnect requirement preserves the current traffic flow through Deer Crest, which has been operating effectively since the initial development of Deer Crest in 1997. This action is supported by public safety officials in Park City and Wasatch County, as well as by the Deer Crest Master Owners Association. A copy of a recent letter of support from Wasatch County is attached as Exhibit "F".

Mark Harrington
December 11, 2015
Page 3

To proceed with the removal of the Disconnect requirement, we propose that an amendment to the Settlement Agreement, in the form attached as Exhibit "G", be reviewed and approved by the City Council. We respectfully request that such amendment be reviewed by staff and placed on the City Council's agenda for action. If there is any additional information needed in order to address this issue, please let me know.

If you have any questions or concerns about the foregoing, I would be happy to discuss them with you.

Very truly yours,



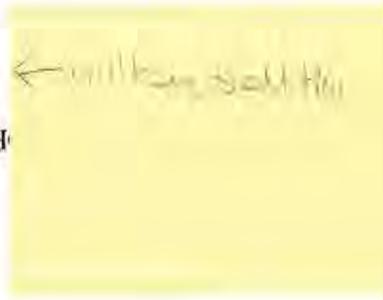
Thomas G. Bennett

TGB:mc

cc: Gregson Perry
Diane H. Banks
Diane Foster

List of Exhibits:

- A—Excerpt from Settlement Agreement
- B— Queen Esther Settlement Agreement
- C—Letter to Mark Harrington dated August 1, 2013
- D--Exhibit "E" to Deer Crest Master Declaration
- E—Answers to Questions from Planning Dept.
- F--Letter dated November 18, 2015 to Queen Esther H
- G—Wasatch County Letter dated November 3, 2015
- H—Proposed Amendment to Settlement Agreement



Area to Telemark Park Village outside the eastern perimeter controlled access gate, in exchange for an increase of up to ten (10) multi-family units being added to the Snow Park Hotel Site, upon Park City's consent.

5.2.3.3 Development Alternative to Slalom Village. In the event Property Owners elect not to construct the development described in Section 5.2.3 above, then Property Owners shall have the right to develop a single family subdivision not to exceed twelve (12) lots in place of the 83 multi-family units. The twelve (12) lots shall be platted in Wasatch County and may be recorded within the Slalom Village development envelope with limits of disturbance established by Wasatch County and as generally depicted in Exhibit "S." The Park City staff and City Council have reviewed Exhibit "S," and found said exhibit to be generally acceptable as to density, use and configuration. The twelve (12) single-family lots are in addition to the four (4) lots shown on Exhibits "C" and "F" and the 20,000 square foot Ski Academy. Property Owners shall have the right to develop the 12 single-family lot subdivision and the 20,000 square foot Ski Academy as a Wasatch County development. In the event Property Owners elect to develop the twelve (12) single-family lot subdivision, then Property Owners shall realign and construct Keetley Road as depicted on Exhibit "S," wherein Slalom Village becomes a cul-de-sac that is not accessible from the eastern portion of Keetley Road except via St. Louis Drive.

5.2.3.4 Disconnection of Keetley Road at Slalom Village
Location. A permanent physical disconnection of Keetley Road shall occur at the Slalom Village Area location, which disconnection shall be accomplished as follows: (a) Upon the

plating of lots in the Little Baldy neighborhood or upper St. Louis neighborhood. Property Owners shall disconnect, either by steel gates and/or boulders and natural vegetation, Keetley Road so as to prevent vehicular through traffic in the Slalom Village Area; and (b) disconnection shall be permanent at the Slalom Village location upon the construction of the Primary Village Structure at Slalom Village (the footprint of which shall partially be within the historic configuration of Keetley Road right-of-way, such that the right-of-way is completely obstructed) or the construction of the cul-de-sac configuration described in Section 5.2.3.3. Upon the permanent physical disconnection, there shall be no reconnection of Keetley Road at the Slalom Village location. Nothing herein shall preclude the parking and internal circulation at the Primary Village Structure as described in Section 5.2.3.7.

5.2.3.5 Conditions of Development Absent Park City

Annexation. If the Slalom Village Area is not annexed into Park City pursuant to Sections 5.2.3.1 and 5.2.3.2, Property Owners may proceed to develop Slalom Village as a Wasatch County development so long as (a) the Property Owners seek development approval in Wasatch County for density in accordance with the configuration and development restrictions described herein and depicted in Exhibits "C," "F" or "S," (b) a ski chair lift shall be constructed within a 1,100 foot radius of the Primary Village Structure prior to the issuance of a certificate of occupancy for any portion of Slalom Village, (c) the Primary Village Structure shall be placed to physically disconnect the historical configuration of Keetley Road, and (d) the same area designated for dedication and conservation easements shall be preserved by conservation easements granted to and accepted by a public entity or a

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is executed as of August 1, 1996 by and between, The Queen Esther Village Project 1 Owners Association ("Queen Esther"), Trans Wasatch Company, L.L.C. ("Trans Wasatch"), Deer Crest Associates, I, L.C. ("Deer Crest"), and Park City Consolidated Mines ("PCCM") (Trans Wasatch, Deer Crest and PCCM are collectively referred to herein as the "Developers").

RECITALS

- A. Queen Esther is an incorporated association of homeowners within a part of the Queen Esther Condominium Project (the "Queen Esther Project"), a portion of which is in close proximity to a presently unimproved portion of Keetley Road located within Park City. Queen Esther has asserted both contractual rights and rights pursuant to Park City approvals with respect to certain land adjacent to the Queen Esther Project that is included within the approved master plan area for the Queen Esther Project including portions of the unimproved Keetley Road.
- B. Developers are successors in interest to the original developers of the Queen Esther Project in the ownership of the land adjacent to the Queen Esther Project. Developers desire to improve Keetley Road to provide access to a new real estate development to be known as Deer Crest (the "Deer Crest Project").
- C. Park City Municipal Corporation ("Park City") and Trans Wasatch and PCCM have engaged in litigation with respect to the right of the Developers to improve Keetley Road, and those parties have entered into a settlement agreement (the "Original Settlement Agreement") that would allow the improvement of Keetley Road as a private road in connection with the development of the Deer Crest Project, subject to certain

conditions, including the vacation by Park City of any public rights of vehicular access in Keetley Road.

D. Queen Esther has asserted that the implementation of the Original Settlement Agreement and the improvement of Keetley Road would violate the rights and interests of Queen Esther in the event certain provisions of the Original Settlement Agreement were not amended or added and in the event direct enforcement rights were not extended to Queen Esther to protect the interests of homeowners within the Queen Esther Project.

E. Queen Esther and Developers desire now to settle the dispute between them and to permit Keetley Road to be vacated by Park City and improved by Developer subject to the terms of this Agreement.

A G R E E M E N T

In consideration of the recitals and mutual promises contained herein, Queen Esther and Developers, and each of them, agree as follows:

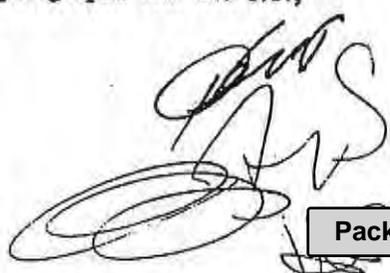
1. Covenants and Agreements of Developers. Developers agree to the following covenants and other terms. Developers warrant that Deer Crest is the fee title holder and, where applicable, the long-term lessee of the real property within the Deer Crest Project. All obligations of Developers from and after the date of this Agreement shall be performed by Deer Crest, and its affiliates, partners, operators, successors and assigns, and TransWasatch and PCCM shall be released from liability for non-performance of those obligations. To the extent the following provisions conflict with the obligations of Developers under the Original Settlement Agreement, the parties to this

Agreement intend that the terms of this Agreement shall govern between Queen Esther and Developers, and their affiliates, partners, operators, successors and assigns:

a. Approved Drawings; Limits of Disturbance. The 10 pages of engineering drawings identified on Exhibit A hereto (the "Approved Drawings") for the Keetley Road segment located within Park City and adjacent to the Queen Esther Project (the "Park City Keetley Road Segment") shall be the basis for the construction of the Park City Keetley Road Segment other than with respect to the design of the control gate areas and the portions of any wall above the level of asphalt on the roadway. Developers represent that the base of the downhill retaining wall adjacent to the Queen Esther Project as shown on the Approved Drawings leaves not less than 5.0 feet of distance between the downhill face of the wall and the highest existing uphill aspen tree below the road and agree that the 5.0 foot area adjacent to the base of the wall shall constitute the limits of downhill area that will be disturbed in connection with the construction, maintenance or reconstruction of the Park City Keetley Road Segment (the "Limits of Disturbance Area"). The Limits of Disturbance Area specified by this Agreement shall control over any inconsistent specification of a limits of disturbance area in the Approved Drawings. Developers shall install surveyed construction stakes identifying the base of the downhill retaining wall and the Limits of Disturbance Area and provide Queen Esther with not less than 10 days notice prior to the commencement of construction and the installation of those stakes in order to afford Queen Esther the opportunity to confirm that the proposed construction of the road and the location of the Limits of Disturbance Area conform to the locations specified in this paragraph 1.a. Developers further agree to install temporary

fences pursuant to specification G-10 on the first page of the Approved Drawings within the Limits of Disturbance Area. Developers further agree that the retaining wall shall be constructed pursuant to detail KW1 on page G-10 of the Approved Drawings in order to reasonably minimize construction-related downhill impacts. Modifications to the Approved Drawings shall be subject to the approval of Queen Esther. Queen Esther acknowledges that Developers contemplate submitting to Queen Esther for its approval a redesign of the control gates shown on the Approved Drawings.

b. Wall Landscaping and Landscape Maintenance. The landscaping plan attached as part of the Approved Drawings shall be modified in general by locating the Picea Pungens evergreens, of a height of at least 12 feet at the time of installation, at a distance of from 7 to 15 feet from the base of the downhill retaining wall and from 15 to 20 feet apart. The particular location of trees shall be jointly decided by Developers and Queen Esther so as to minimize disturbance to existing trees and to maximize visual screening of the retaining wall from directly affected properties within the Queen Esther Project. Installation of the landscaping shall occur before the end of the next occurring spring or fall planting season following completion of the downhill retaining wall for Keetley Road adjacent to the Queen Esther Project. Developers agree to maintain the installed landscaping along the base of the downhill retaining wall, including watering, the removal of aspen to allow evergreen growth (with the approval of Queen Esther), and dead tree replacement, for the longer of 5 years after planting or the period necessary to establish the trees for survival without watering. In the absence of further notice from Queen Esther, for purposes of the approvals contemplated by paragraphs 1.a. and 1.b.,



the President of the Queen Esther homeowners' association, who is presently Franklin Drake, shall be the authorized representative of Queen Esther.

c. Trash Removal. Developers shall remove trash at the base of the downhill retaining wall on a regular basis for the duration of the Deer Crest Project.

d. Park City Municipal Transportation. The use of Keetley Road for Park City municipal transportation (other than emergency vehicles) or buses shall not be allowed.

e. Oversized Vehicle and Time of Day Limitations on Use of Park City Keetley Road Segment. All RV's, vehicles pulling trailers, tractor-trailer rigs and other vehicles with three axles and all construction traffic (other than vehicles responding to an emergency situation and other than snow removal equipment) shall be prohibited from using the Park City Keetley Road Segment for any purpose other than for the purpose of constructing that road segment, and shall be required to enter and exit the Deer Crest Project at the east control gate on the Wasatch County side of the Deer Crest Project. Certain categories of vehicles trips not prohibited by the preceding sentence on the Park City Keetley Road Segment (other than vehicles responding to an emergency situation and other than snow removal equipment) shall be regulated in one or more respects by requiring a prior appointment, by imposing a time-of-day limitation or by imposing a size of vehicle limitation as applicable under the gate control regulations attached hereto as Exhibit B (the "Regulations"). Any trips not meeting all of the stated requirements of the Regulations shall be required to enter and exit the Deer Crest Project at the east control gate on the Wasatch County side of the Deer Crest Project.

f. Gate Control Regulations, Procedures and Protocols. Developers covenant that the permanent control gates shall be configured and operated in accordance with the Regulations. Developers further agree (i) that the Park City Keetley Road Segment will be used only by the authorized users contemplated by the Original Settlement Agreement as further restricted by this Agreement and as amended by the relocation of the ski academy outside of the east control gate, and (ii) that adequate records will be kept in the operation of the gates for not less than fifteen months to allow Queen Esther periodically to audit and verify compliance with the regulations.

g. Comparable Private Access or Amenity Rights. Developers hereby grant to Queen Esther, for the benefit of its homeowners, any rights of access or other recreational amenity benefits associated with the Deer Crest Project to the extent those rights or recreational amenity benefits have been granted by Developers to the public pursuant to the Original Settlement Agreement. Further, Developers agree to grant to Queen Esther, for the benefit of its homeowners, any rights of access or other recreational amenity benefits associated with the Deer Crest Project on a basis no less favorable than the rights or benefits that may be granted by Developers in the future to any third party amenity holder. For purposes of this Agreement, a third party amenity holder shall mean any person or non-governmental entity other than an owner or lessee of property within the Deer Crest Project or other person with pre-existing permanent access rights within the portion of the Deer Crest Project where public access is controlled pursuant to the Original Settlement Agreement. The requirement of Developers to grant to Queen Esther the rights or benefits indicated in this subparagraph 1.g. shall not apply

to or include temporary promotional or other temporary rights granted on a non-recurring basis, rights of access granted in connection with the operation of facilities within the Deer Crest Project by third parties, or the creation of rights-of-way or easements for utilities or ski runs or other similar interests essential to the development or operation of facilities within the Deer Crest Project.

h. Deed Restricted Open Space. The area below the Park City Keetley Road Segment and adjacent to the Queen Esther Project boundary as shown on Exhibit D (the "Open Space Area") shall be preserved by Developers as open space by an instrument recorded in favor of Queen Esther. Contemporaneously with the staking of proposed construction work on the Park City Keetley Road Segment, Developers, at Developers' expense, shall cause a registered land surveyor to complete a survey of the Open Space Area. The instrument in favor of Queen Esther shall be recorded within 15 days after the completion of the survey. The preservation of the Open Space Area as open space shall mean the preservation of the Open Space Area generally in its natural state as a visual buffer without above ground improvements. The classification of the Open Space Area as open space shall not preclude Developers from constructing, maintaining, or reconstructing the Park City Keetley Road Segment at its designated location as shown on the Approved Drawings or limit the right of Developers to work within the Limits of Disturbance Area in connection with such construction, maintenance or reconstruction or to install or irrigate vegetation within the Open Space Area. Further, Developers agree to maintain vegetation within the Open Space Area at a level that is at least equivalent to the extent of vegetation presently existing within the Open

Space Area. Developers may, at their option, improve upon the level of vegetation within the Open Space Area with the prior approval of Queen Esther.

2. Mutual Agreements.

a. Support for Amended Development Configuration. In the event Developers elect to pursue the modifications to the Original Settlement Agreement generally described below, Queen Esther, subject to being reimbursed for its out-of-pocket costs and expenses, agrees to support the following modifications to the Original Settlement Agreement that would require the approval of Park City: (i) the removal of the physical disconnect at Slalom Village, so as to permit and encourage the use of the east control gate as the point of entry and exit for commercial, oversized or trailering vehicles and vehicles traveling outside of specified hours of operation, subject to Developer's agreement to implement gate controls no less stringent than those set forth on Exhibit B hereto in the master covenants, conditions and restrictions for the Deer Crest Project, and (ii) the allowance of not more than 155 total parking spaces at the Roosevelt Gap Lodge and the permitted use of not more than 105 of those spaces for overnight resident stay within a condominium unit at the rate of one parking space for each condominium unit, subject to Developers' agreement to construct and operate not more than 105 condominium style hotel units. Any units for which a parking space is provided at the Roosevelt Gap Lodge would not be subject to a unit equivalency adjustment notwithstanding the availability of any such adjustment under the Park City Development Code. Any additional parking spaces for the Roosevelt Gap Lodge beyond the parking spaces addressed in this paragraph shall be provided at the Snow Park Lodge hotel site or

at another site adjacent thereto. Spaces associated with a condominium unit contemplated under this paragraph shall be used only in connection with occupancy of the unit.

b. Recordable Memorandum. Within 30 days following the execution and delivery of this Agreement, Deer Crest and Queen Esther shall cause to be recorded with the Summit County Recorder's Office and Wasatch County Recorder's Office a Memorandum of Agreement substantially in the form attached as Exhibit C-1. Developers may submit to legal counsel for Queen Esther proposed Covenants, Conditions and Restrictions ("CC&Rs") covering the Deer Crest Project for review and approval that the CC&R's incorporate and making binding on the proposed homeowners association the applicable ongoing covenants and obligations of Developer under this Agreement. The costs of Queen Esther's legal counsel in connection with the review and approval contemplated by this subparagraph 2.b. shall be borne by Developers. Developers may also submit to Queen Esther evidence that the proposed homeowners association is financially capable to perform the applicable ongoing covenants and obligations of Developer under this Agreement. Subject to the prior approval by Queen Esther of the CC&Rs and the financial capability of the proposed homeowners association, and subject further to the prior recording by Deer Crest of the CC&Rs against the property within the Deer Crest Project, Queen Esther agrees to release and terminate such Memorandum of Agreement, and each of the parties hereto covenants and agrees to execute and record an instrument to evidence the release and termination of this Memorandum of Agreement in the form attached hereto as Exhibit C-2. In the event Developers provide Queen Esther with copies of documents and other information necessary to allow Queen Esther to

approve or disapprove of the CC&Rs and the financial capability of the proposed homeowners association at least 30 days in advance of the earliest date that Developers contemplate recording the CC&Rs, Queen Esther shall use reasonable efforts to approve or disapprove of the matters described in the paragraph in writing and to execute and deliver the release of the Memorandum within 30 days following submittal of the documents and information to Queen Esther. Neither the execution, delivery or recordation of a release of the Memorandum shall release or be deemed a satisfaction of the Developers' obligations in this Agreement, which obligations shall continue and survive the recordation of the release. In the event Queen Esther does not approve the CC&Rs or the financial capability of the proposed homeowners association within the stated period of time, Developers shall have the right at its discretion to record the CC&Rs with the applicable county recorder's office, and in such an event the Memorandum remains in full force and effect.

3. Fees and Expenses.

Except as provided in paragraphs 2.a., 2.b. and 7, the parties each shall bear their own respective costs and expenses, including attorneys' fees, incurred in connection with this Agreement.

4. Release by Queen Esther.

a. Except as otherwise provided in Paragraph 4.c. below, Queen Esther hereby releases and forever discharges the "Developer Releasees," consisting of each of the Developers executing this Agreement, and, where applicable, their respective parents, subsidiaries, divisions, officers, directors, owners, associates, predecessors,

successors, heirs, assigns, agents, partners, employees, insurers, representatives, lawyers, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, and any suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, costs, or expenses, of any nature whatsoever, known or unknown, fixed or contingent, except such claims as may arise in the future under the Original Settlement Agreement or this Agreement (hereinafter "Claims"), that Queen Esther now has against the Developer Releasees, or any of them, by reason of any matter, cause, or thing whatsoever arising out of, based upon, or in any way relating to the use and development of the Park City Keckley Road Segment.

b. Queen Esther represents and warrants that there has been no assignment or other transfer of any interest in any Claim which it may have against any of the Developer Releasees and Queen Esther agrees to indemnify and hold the Developer Releasees, and each of them, harmless from any liabilities, claims, demands, damages, costs, expenses, and attorneys' fees incurred by the Developer Releasees, or any of them, as a result of any person asserting any such assignment or transfer.

c. The release set forth herein shall not extend to or be construed as releasing the Developer Releasees, or any of them, from their express representations set forth in this Agreement or as releasing Deer Crest, or its affiliates, partners, operators successors or assigns from their responsibilities, promises, obligations, covenants, and agreements under or arising out of this Agreement or the Original Settlement Agreement as the same may be amended.

5. Release by Developers.

a. Each of the Developers hereby releases and forever discharges the "Queen Esther Releasees," consisting of Queen Esther, and its respective officers, directors, unit owners, associates, predecessors, successors, heirs, assigns, agents, employees, insurers, representatives, lawyers, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, and any suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, costs, or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter "Claims"), that any of the Developers now has against the Queen Esther Releasees, or any of them, by reason of any matter, cause, or thing whatsoever arising out of, based upon, or in any way relating to the use and development of the Park City Keetley Road Segment.

b. Each of the Developers represents and warrants that there has been no assignment or other transfer of any interest in any Claim which any of them may have against the Queen Esther Releasees, or any of them, and each of the Developers agree to indemnify and hold the Queen Esther Releasees, and each of them, harmless from any liabilities, claims, demands, damages, costs, expenses, and attorneys' fees incurred by the Queen Esther Releasees, or any of them, as a result of any person asserting any such assignment or transfer.

6. Inspection.

Queen Esther acting through its duly authorized representatives shall have an easement over Keetley Road into and through the Deer Crest Project to monitor

compliance with this Agreement. For the purpose of this paragraph, "duly authorized representatives" shall mean the individual owners, from time to time, of Units 1 and 2 in the Queen Esther Project (being the two units in closest proximity to Keetley Road and therefore the units most affected by any misuse of Keetley Road), the President of Queen Esther, and no more than one additional trustee of Queen Esther as may be designated from time to time by the President of Queen Esther.

7. Enforcement of Agreement.

If any party to this Agreement brings an action or proceeding to enforce its rights hereunder, the prevailing party shall be entitled to recover its costs and expenses, including court costs and attorneys' fees, if any, incurred in connection with such action or proceeding. All parties recognize that damages to Queen Esther are not an adequate remedy for the breach of this Agreement. It is therefore agreed among all parties that injunctive relief is an appropriate remedy available to Queen Esther for the breach of any such provision.

8. Successors and Assigns.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

9. Construction of Agreement.

This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Utah. The terms of this Agreement have been negotiated by the parties, and the language of the Agreement shall not be construed in favor of or against any particular party. The headings used herein are

for reference only and shall not affect the construction of this Agreement.

10. Entire Agreement.

This Agreement and any exhibits attached hereto represent the sole and entire agreement between the parties and supersede all prior agreements, negotiations, and discussions between the parties hereto and/or their respective counsel with respect to the subject matter covered hereby.

11. Agreement May Be Executed In Counterparts.

This Agreement may be executed in counterparts, which together shall constitute a fully executed original.

12. Severability.

In the event that any provision in or obligation under this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction as to either Queen Esther or any of the Developers, the validity, legality, or enforceability of other provisions in or obligations under this Agreement shall not in any way be affected or impaired thereby.

13. Amendment to Agreement.

An amendment to this Agreement must be in a writing signed by duly authorized representatives of the parties hereto and stating the intent of the parties to amend this Agreement.

14. Notices.

Any notice or demand to be given by one party to the other shall be given in

writing by personal service, telecopy, express mail, FedEx, DHL, or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified and return receipt requested, and addressed to such party as follows:

If to Queen Esther:

Francis C. Brown, Jr.
1155 Avenue of the Americas, 28th Floor
New York, New York 10036-2711
Telecopier: (212) 302-4988

and to:

Franklin G. Drake
Chairman and CEO
Drake Management Company
2121 S.W. Broadway, Suite 320
Portland, OR 97201-3182
Telecopier: (503) 295-6467

with a required copy to:

Thomas A. Ellison, Esq.
Stoel Rives LLP
One Utah Center
201 South Main Street, Suite 1100
Salt Lake City, UT 84111-4904
Telecopier: (801) 578-6999

If to Trans Wasatch or PCCM:

Trans Wasatch Company, L.L.C.
Park City Consolidated Mines Company
614 Main Street, Suite 202
P.O. Box 497
Park City, UT 84060
Attention: Harry Reed, President
Telecopier: (801) 649-8207

with a required copy to:

Jeffrey S. Williams, Esq.
Giauque, Crockett, Bendinger & Peterson
170 South Main Street, Suite 400
Salt Lake City, UT 84101
Telecopier: (801) 531-1486

If to Deer Crest:

Deer Crest Associates, I, L.C.
c/o LCC Properties Group, L.C.
2121 Avenue of the Stars, Suite 1700
Los Angeles, CA 90067
Attention: David M. Luber
Telecopier: (310) 552-3229

and to:

Deer Crest Associates I, L.C.
c/o LLC Properties Group, L.C.
Gateway Center
136 Heber Avenue, Suite 308
Park City, UT 84060
Telecopier: (801) 655-8120

with a required copy to:

Jonathan K. Butler, Esq.
Parsons Behle & Latimer
201 South Main Street, Suite 1800
P.O. Box 45898
Salt Lake City, UT 84145-0898
Telecopier: (801) 536-6111

Any party may change the address at which such party desires to receive notice on written notice of such change to the other parties. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of

a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date written above.

**The Queen Esther Village
Project 1 Owners Association:**

By: [Signature]
Its: [Signature]

Trans Wasatch Company, L.L.C.

By: [Signature]
Its: Chief Operating Officer

Park City Consolidated Mines Company:

By: [Signature]
Its: President

Deer Crest Associates, I, L.C.
a Utah limited liability company

By: LCC Properties Group, L.C.
a Utah limited liability company,
Managing Member

By: [Signature]
David M. Luber, Managing Member

EXHIBIT A
APPROVED DRAWINGS

Plans for Keetley Road dated December 1995 and stamped on December 29, 1995 prepared for TransWasatch Company by Alliance Engineering. The plans consist of 10 sheets identified as:

- 1. Title Sheet
- 2. Layout and Utility Plan
- 3. Keetley Road --Sta 0+00 to 6+00
- 4. Keetley Road --Sta 6+00 to 12+00
- 5. Keetley Road --Sta 12+00 to 18+00
- 6. Keetley Road --Sta 18+00 to 20+46.16
- 7. Cross Sections
- 8. Cross Sections
- 9. Landscape Plan [12/28/95]
- 10. Details



Handwritten signatures and initials, including a large signature and the initials 'HAR'.

EXHIBIT B

GATE CONTROL CONFIGURATION,
REGULATIONS, PROCEDURES AND PROTOCOLS

LIMITATIONS ON ACCESS TO PARK CITY KEETLEY ROAD
SEGMENT AND REQUIRED USE OF EAST CONTROL GATE

	#1	#2	#3	#4
TYPE OF TRAFFIC	APPT	HOURS	VEH SIZE	EAST GATE ONLY
Emergency Vehicle and Government entities	No	no limit	no limit	n/a
Lodge or Ski Operations and Maintenance Vehicles	No	no limit	3/4 T + 9 ⁵	vehicles above size limit
Owners/Invitees/House Staff all properties within gates	No	no limit	no limit	n/a
Residential Services, housekeeping, babysitting	No	8 a-8 p	3/4 T + 9	vehicles above size limit or off-hour trip
Commercial Owners/ Lessees & Customers	No	no limit	3/4 T + 9	vehicles above size limit
Commercial Deliveries	No	8 a-8-p	3/4 T + 9	vehicles above size limit or off-hour trip

*Traffic allowed on Park City Keetley Road Segment by prior appointment confirmed with control gate operator

*Traffic allowed on Park City Keetley Road Segment only within this range of hours

*Traffic allowed on Park City Keetley Road Segment only if vehicle this size or smaller

*Traffic must enter and exit controlled portion of Deer Crest Project from the east control gate if the traffic meets any one of these requirements. All construction traffic, RV's, vehicles pulling trailers, semi tractor-trailer rigs and all other vehicles with three or more axes (except emergency vehicles and snow removal equipment) must enter and exit from the east control gate.

⁵3/4 Ton pick-up or nine passenger vehicle in size

Courier Deliveries	No	8 a-8 p	UPS van size	vehicles above size limit or off-hour trip
Vendor Residential Deliveries	Yes	no limit	3/4 T + 9	vehicles above size limit
Repairman Residential	Yes	no limit	3/4 T + 9	vehicles above size limit
Taxi and Airport Vans	Yes	no limit	3/4 T + 12 ⁶	vehicles above size limit
Construction Traffic	Yes	6:30 a-6:30 p	no limit	all traffic-no trips outside of hours limit
R.E. Sales Traffic	Yes	8 a-8 p	3/4 T + 9	vehicles above size limit or off-hour trip

Methods for Implementation and Control

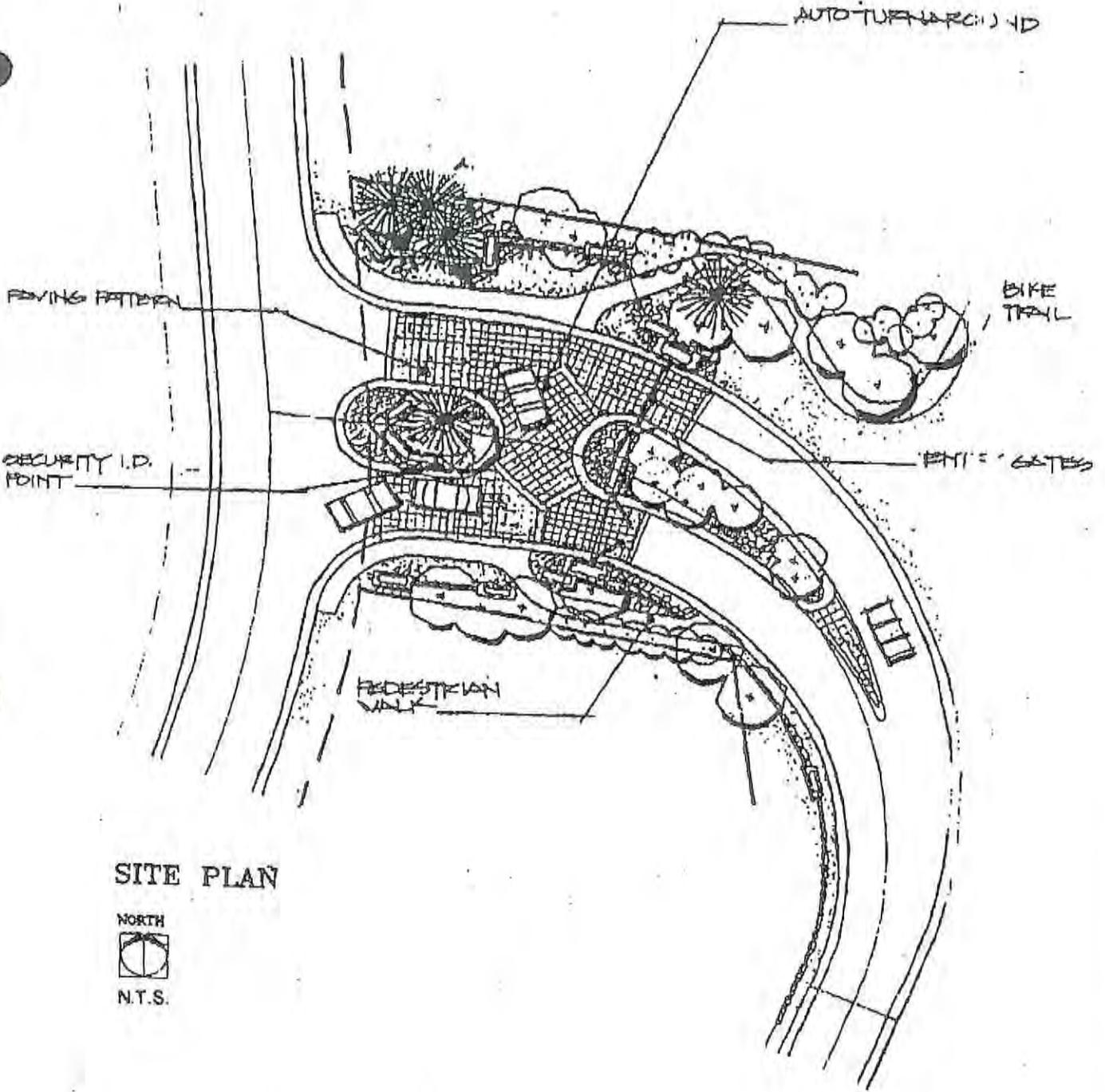
Traffic on the Park City Keetley Road Segment shall be controlled by a 24 Hour manned gate to be provided at McKinley Gap Main Gate and by a lower gate at Queen Esther Drive as generally shown on the attached plan. Guard will have audio and video control of lower Queen Esther Gate. Guard will hand log in and out the appointment traffic. New guard training will overlap by 2 weeks old guard's departure. Guard will control traffic attempting to exit to the west in order to assure that traffic required to exit from the east control gate does so.

Programmable keycards will be issued in appropriately limited quantities to Owners, Lessees, and on-site staff. Replacement price for lost cards will be set at in excess of \$50 per card. A verifiable continuous electronic log will be provided with system.

Window decals, numbered, will be issued to Owners, Lessees and on-site staff for ready identification of vehicles lacking such decals.

A system for notification, penalty, and revocation of privileges will be enforced by HOA (note: these are private streets). HOA will engage regular security patrols.

3/4 Ton pickup or 12 passenger van



SITE PLAN

NORTH

 N.T.S.

EXHIBIT B MAP
 LOWER QUEEN ESTHER GATE

[Handwritten signature]

[Handwritten initials]

EXHIBIT C-1

MEMORANDUM

When Recorded, Return To:

MEMORANDUM OF AGREEMENT

NOTICE IS HEREBY GIVEN that Deer Crest Associates I, L.C., a Utah limited liability company, Transwasatch Company, L.L.C, a Utah Limited Liability Company, Park City Consolidated Mines Company (collectively referred to herein as the "Developers") and The Queen Esther Village Project 1 Owners Association, a Utah non profit corporation, ("Queen Esther") as Buyer, have entered into that certain Settlement Agreement and Release dated as of _____, 1996, respecting the real property situated in Summit County, Utah, and Wasatch County, Utah as more particularly described on Exhibit "A" attached hereto (the "Property"). All of the terms and provisions of the Settlement Agreement and Release are hereby incorporated herein by reference.

DATED this _____ day of _____, 1996.

DEER CREST ASSOCIATES I, L.C.,
a Utah limited liability company



By I&C Properties Group, L.C., a Utah
liability company, Managing Member

By _____

Its _____

TRANSWASATCH COMPANY, L.L.C,
a Utah Limited Liability Company,

By _____

Its _____



One Utah Center, Suite 800
201 South Main Street
Salt Lake City, UT 84111-2221
TEL 801.531.3000
FAX 801.531.3001
www.ballardspahr.com

Thomas G. Bennett
Tel: 801.531.3060
Fax: 801.531.3001
bennett@ballardspahr.com

August 1, 2013

Via E-Mail and First Class Mail

Mark D. Harrington
City Attorney
Park City Municipal Corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060

Re: Amending 1995 Deer Crest Settlement Agreement to Eliminate Keetley Road Disconnect

Dear Mark:

This firm represents Deer Crest Janna, LLC ("DCJ"), the developer and operator of the St. Regis Deer Valley hotel ("St. Regis"), and Deer Crest Associates I, L.C. ("DCA"), the developer of the Deer Crest residential and commercial project ("Deer Crest"), in the matters that follow.

As you are aware, Park City Municipal Corporation ("City") entered into a Settlement Agreement dated December 29, 1995 (as amended, the "Settlement Agreement") with Trans-Wasatch Company, L.L.C. ("Trans-Wasatch") and Park City Consolidated Mines Company ("ParkCon"). The Settlement Agreement resolved a number of issues regarding the long-term development of Deer Crest. It is my understanding that DCA is the successor in interest to Trans-Wasatch and ParkCon under the Settlement Agreement, having acquired all of the land previously owned by Trans-Wasatch and ParkCon within Deer Crest.

As a follow up to numerous conversations over the past several years with various department heads and staff at Park City, as well as Wasatch County officials, DCJ and DCA are proposing an amendment to the Settlement Agreement to eliminate the requirement for the physical disconnection of Keetley Road as it passes through Deer Crest at the approximate location of a development parcel referred to in the Settlement Agreement as "Slalom Village." In order to avoid confusion with current maps, Keetley Road will be referred to in this letter by its current name, Deer Hollow Drive. A map of the Deer Crest road system is attached for your reference.

Section 5.2.3.4 of the Settlement Agreement requires the permanent physical disconnection of Deer Hollow Drive at the Slalom Village location, which is downhill to the east of the St. Regis. Under the Settlement Agreement, the disconnect was required to be made, initially, upon the platting of lots in the Little Baldy neighborhood or upper St. Louis neighborhood, and permanently upon

DMWEST #9374016 v7

construction of the primary structure at Slalom Village. While there have been lots platted in the Little Baldy and upper St. Louis neighborhoods, there has been no development at the Slalom Village site other than the installation of the Mountaineer Express ski lift.

Deer Hollow Drive was previously a public road, but the public dedication was vacated and the road became part of the common area of Deer Crest. At the east and west borders of Deer Crest, DCA has installed manned access gates to regulate entry into Deer Crest and to minimize through traffic between Highway 40 and Park City. The gates have been extremely effective in controlling traffic through Deer Crest, and in achieving the desired objective of the Deer Hollow Road disconnect, which was to prevent Deer Hollow Road from becoming a frequently used back door access to Deer Valley and Park City.

Because of the success of the access gates and the road design within Deer Crest, DCA and DCJ believe that disconnecting Deer Hollow Road at the Slalom Village location is now unnecessary to reduce through traffic between Highway 40 and Park City. Additionally, this road is important for emergency vehicle access as it allows for a quicker response time from Highway 40 to the St. Regis and to other properties in Deer Crest. Moreover, guests, employees and delivery vehicles for the St. Regis may only use the east (Jordanelle) gate, and Deer Hollow Road provides a direct route from the east gate to the St. Regis, which means a lower impact on Deer Crest home owners than if those vehicles had to use Deer Crest Estate Drive. For these reasons, the Deer Crest Master Owners' Association is also in favor of amending the Settlement Agreement to remove the disconnect requirement. We have also had discussions with Wasatch County officials who have expressed support for such an amendment.

As you know, the owners within the Queen Esther Village Project have also, in the past, had an interest in road and traffic issues with respect to Deer Crest. The Queen Esther Owners Association is not a party to the Settlement Agreement, but it is a party to a separate Settlement Agreement and Release dated August 1, 1996 with DCA, Trans-Wasatch and ParkCon. Pursuant to that Settlement Agreement the Queen Esther Village Project 1 Owners Association agreed to support removal of the disconnect requirement. Section 2.a. of that Settlement Agreement provides as follows:

In the event Developers elect to pursue the modifications to the Original Settlement Agreement generally described below, Queen Esther, subject to being reimbursed for its out-of-pocket costs and expenses, agrees to support the following modifications to the Original Settlement Agreement that would require the approval of Park City: (i) the removal of the physical disconnect at Slalom Village, so as to permit and encourage the use of the east control gate as the point of entry and exit for commercial, oversized or trailering vehicles and vehicles traveling outside of specified hours of operation, subject to Developer's agreement to implement gate controls no less stringent than those set forth on Exhibit B

We would like to meet with you, representatives from the Planning Dept., Public Safety, and others as you deem appropriate to discuss the eliminating Deer Hollow Road disconnect. Enclosed with this letter is a proposed amendment to the Settlement Agreement that would achieve this objective. Please let me know if you have any questions or comments regarding the proposed amendment.

Mark D. Harrington
August 1, 2013
Page 3

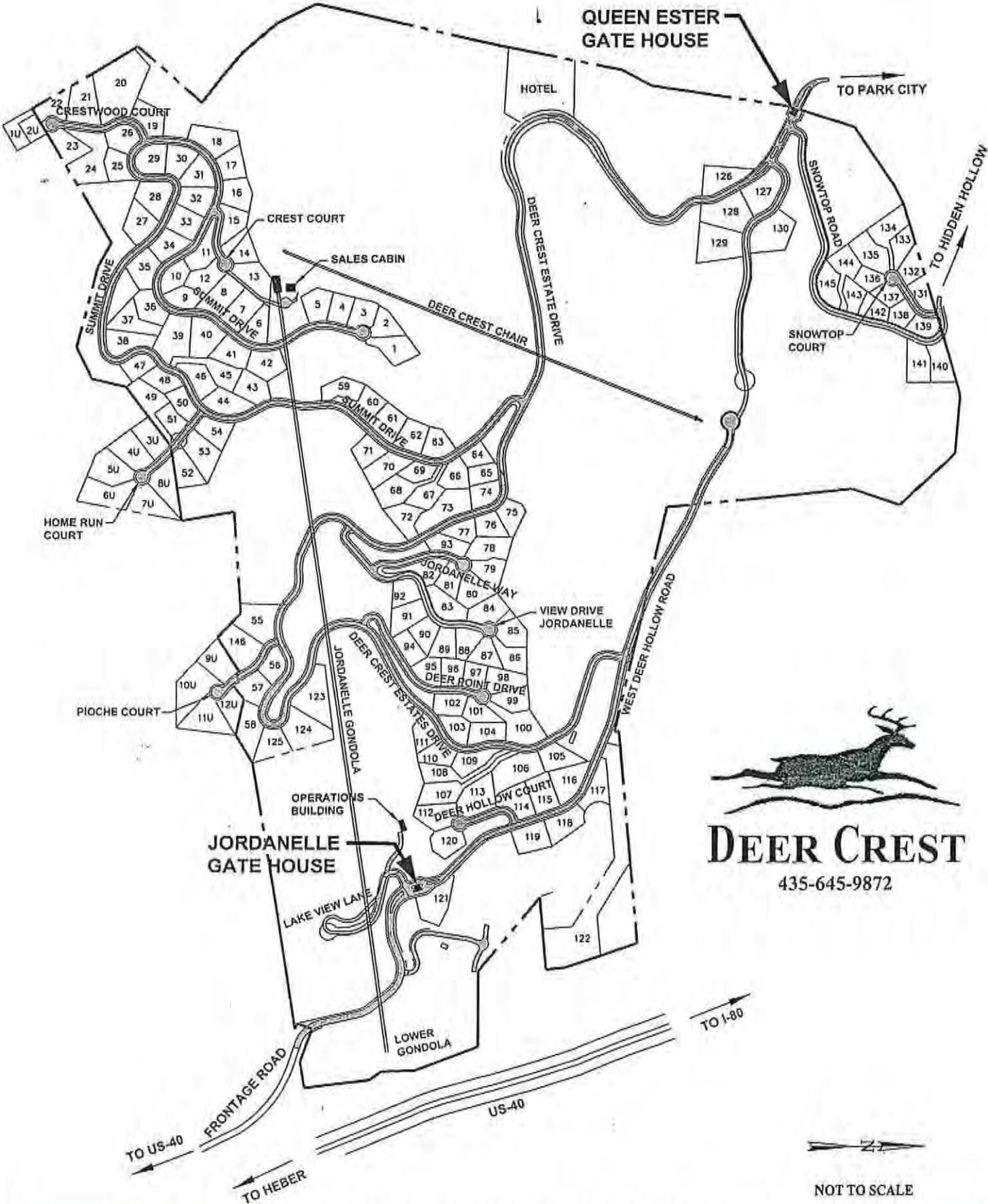
Best regards,

A handwritten signature in black ink that reads "Tom". The signature is written in a cursive style with a horizontal line above the letters.

Thomas G. Bennett

TGB:mrc

cc: Michael Zaccaro
Greg Perry
Thomas Eddington
Mike Davis
Polly Samuels McLean



THIRD AMENDMENT TO SETTLEMENT AGREEMENT

This THIRD AMENDMENT TO SETTLEMENT AGREEMENT ("Amendment") is made and executed as of _____, 2013 by and among DEER CREST ASSOCIATES I, L.C., a Utah limited liability company ("DCA") and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah ("City").

RECITALS

A. DCA, the City, Trans-Wasatch Company, L.L.C., a Utah limited liability company ("Trans-Wasatch"), and Park City Consolidated Mines Company, a Utah corporation ("ParkCon") entered into that certain Telemark Park Settlement Agreement dated December 29, 1995, as amended by that certain First Amendment to the Telemark Park Settlement Agreement dated April 8, 1997, and that certain Second Amendment to the Telemark park Settlement Agreement dated April 6, 2001 (collectively, the "Settlement Agreement"), which agreement governed certain development rights within a residential development known as Deer Crest ("Project").

B. DCA acquired all of the interest of Trans-Wasatch and ParkCon in and to the Project, including all rights and obligations of Trans-Wasatch and ParkCon under the Settlement Agreement.

C. The Settlement Agreement contemplated that Keetley Road within the Project (now known as Deer Hollow Drive) would be disconnected and that physical improvements would be placed on the historic location of such road in order to prevent through traffic use of Keetley Road.

D. The parties believe that it is in the best interest of the Project and the City that Keetley Road be preserved as a means of access through the Project, including access by emergency vehicles.

E. The parties desire to remove from the Settlement Agreement any requirement to create a physical disconnect in order to prevent through traffic over Keetley Road, either temporarily or permanently, and to remove any requirement that improvements be built in the historic location of such road.

F. DCA and the City desire to amend the Settlement Agreement as set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DCA and the City hereby agree as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this Amendment shall have the meaning or meanings given to them in the Settlement Agreement. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Continued Use of Keetley Road. Keetley Road, now known as Deer Hollow Drive, shall remain a main road within the Project for use by the owners, guests, and invitees within the Project; provided, however, that the access gates on the east and west sides of the Project shall continue to be used in accordance with the Settlement Agreement to prevent general public access through the Project between Highway 40 and Park City.

3. Right to Relocate Keetley Road. DCA and its designees shall have the right to relocate portions of Keetley Road, at their sole cost and expense, to accommodate the eventual development of Slalom Village and other properties within the Project.

4. Removal of Disconnect Requirement. The parties hereby agree that there shall be no requirement in the Settlement Agreement that Keetley Road be physically disconnected, either temporarily or permanently, and that there shall be no requirement that the Primary Village Structure developed as part of Slalom Village be built to physically disconnect Keetley Road. Notwithstanding any specific reference, or lack thereof, in Section 5 of this Amendment, the Settlement Agreement is hereby amended to reflect the foregoing intent and agreement of the parties. Any provision of the Settlement Agreement inconsistent with this Section 4 is hereby terminated or amended to be consistent with this Section 4.

5. Specific Amendments. Without limiting the generality of the provisions of Section 4 above, the Settlement Agreement is hereby amended as follows:

5.1. Section 4.4 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect. Notwithstanding the foregoing, the access gates on either end of Keetley Road shall continue to be operated in accordance with the Settlement Agreement.

5.2. Subsection (c) of Section 5.2.3.2 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect.

5.3. The final sentence of Section 5.2.3.3 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect.

5.4. Section 5.2.3.4 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect.

5.5. Subsection (c) of Section 5.2.3.5 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect.

5.6. Section 5.2.3.8 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect.

5.7. The second and third sentences of Section 5.2.3.10 of the Settlement Agreement are hereby deleted in their entirety and are of no further force and effect.

5.8. Section 5.3.7 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect.

6. Settlement Agreement Remains in Effect. This Amendment shall be considered supplemental to the Settlement Agreement. Except as expressly amended by the foregoing, the Settlement Agreement shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by this Amendment.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, this THIRD AMENDMENT TO SETTLEMENT AGREEMENT is entered into as of the date first set forth above.

DCA:

DEER CREST ASSOCIATES I, L.C.,
a Utah limited liability company

By: Grand Harvest Ventures, LLC, its
Managing Member

By: _____
Angela C. Sabella, Manager

CITY:

PARK CITY MUNICIPAL CORPORATION, a
political subdivision of the State of Utah

By: _____
Name: _____
Its: _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

EXHIBIT D

Answers to Questions from Planning Department

1. Do the third-party agreements with Weilenmann, Land der Berg, United Park City Mines, and Deer Valley need to be amended to accommodate the disconnect?

No amendments to these agreements are necessary. These agreements each provide procedures to be followed in the event of a disconnect, but these procedures would be unnecessary if the disconnect requirement is removed. Pursuant to these agreements, United Park, Weillenman, and Land der Berg all have the right to use Deer Hollow Road, and such use rights are further documented in an exhibit to the Master Declaration.

2. Are guests at the St. Regis using the Deer Valley Snow Park parking lots?

It should be noted that questions 2 and 3 address issues at the St. Regis, while this request to eliminate the Disconnect requirement is coming from DCA, with support from the DCMA. Nevertheless, we can report that St. Regis operating policy, and directions to its guests, prohibit guest parking in the Deer Valley lots. Management at the St. Regis is not aware of any such use, and has not received any complaints from Deer Valley, alleging such use.

3. Can you provide operational data to confirm how the parking and circulation is working?

An updated traffic and parking study for the St. Regis was presented to the Planning Commission at its January 11, 2012 meeting. The parking study showed that less than 50% of the parking spaces beneath the St. Regis were being used on even the busiest days of the year. Both staff and the Planning Commission agreed that the parking plan and traffic patterns at the St. Regis were working smoothly, and without any complaints from the community.

4. Can you clarify who can use the west gate?

All Deer Crest lots are subject to the Master Declaration, which has a table outlining limitations on use of the west gate (see Exhibit "E" to this letter). Owners and guests have been operating consistent with this table. The proposed amendment to the Settlement Agreement would preserve the status quo, which has been successful both to serve owners within Deer Crest and prevent through traffic.

5. How would the Queen Esther development be impacted by an amendment to the Settlement Agreement?

We do not believe that the proposed amendment to the Settlement Agreement would have any impact on the Queen Esther development. In fact, Section 2.a. of the Queen Esther Settlement Agreement provides that the Queen Esther Phase 1 Owners Association will support a modification to the Settlement Agreement to eliminate the disconnect

requirement, so long as the control gates are maintained and operated consistent with the requirements of the Master.

One Utah Center, Suite 800
201 South Main Street
Salt Lake City, UT 84111-2221
TEL 801.531.3000
FAX 801.531.3001
www.ballardspahr.com

Thomas G. Bennett
Tel: 801.531.3060
bennett@ballardspahr.com

November 18, 2015

By Federal Express

Board Of Directors
The Queen Esther Village Project I Owners Association
c/o Gerald M. Chizever
3861 Breawood Ct.
Tarzana, CA 91356

Re: Deer Hollow Road (f/k/a Keetley Road) Disconnect

Ladies and Gentlemen:

This firm represents Deer Crest Associates I, L.C. ("DCA"), the developer of the Deer Crest community ("Deer Crest"), in the matters that follow.

DCA is a party to, and successor to the interests of Trans-Wasatch Company, L.L.C. and Park City Consolidated Mines Company with respect to, the Settlement Agreement and Release dated August 1, 1996 (the "Queen Esther Settlement Agreement") with The Queen Esther Village Project I Owners Association ("Association"), as well as the Settlement Agreement dated December 29, 1995 (as amended, the "Park City Settlement Agreement") with Park City Municipal Corporation ("City").

The Park City Settlement Agreement included a requirement that Deer Hollow Road (formerly known as Keetley Road), which is the most direct east/west route through Deer Crest, have a physical barrier (the "Keetley Road Disconnect") constructed at a location approximately a quarter mile east of the St. Regis Deer Valley hotel, for the purpose of discouraging east/west travel through Deer Crest by non-Deer Crest owners and guests. As you are aware, subsequent to the Queen Esther Settlement Agreement entry gates were installed at the east and west entries to Deer Crest in lieu of constructing the Keetley Road Disconnect. In addition, provisions were included in the CC&Rs for Deer Crest, restricting access to Deer Crest and the use of each entry gate in a manner that was at least as restrictive as the requirements of the Queen Esther Settlement Agreement.

The Deer Crest entry gate system has operated effectively for nearly 20 years to curtail public access between Park City and Wasatch County over Deer Hollow Road. Further, Wasatch County and Park City emergency service providers (fire, police and paramedics) believe that implementing the Keetley Road Disconnect would have an adverse effect on public safety, since it would delay access to many of the homes in Deer Crest, as well as to the St. Regis Deer Valley hotel. Both DCA and the Deer Crest Master Owners Association ("Master Association") believe that the entry gates are a

DMWEST #12538515 v2

The Queen Esther Village Project 1 Owners Association
November 18, 2015
Page 2

much better solution to limiting access through Deer Crest than constructing the Keetley Road Disconnect. Accordingly, DCA, with the support of the Master Association, is going to make a formal request that the City amend the Park City Settlement Agreement to eliminate the Keetley Road Disconnect requirement. The existing entry gate system will then remain in place and become the permanent solution for regulating access through Deer Crest.

The Queen Esther Settlement Agreement contemplated that this would likely occur, and Section 2.a. of that Agreement provides that the Association will support such a modification to the Park City Settlement Agreement. For your convenience, a copy of the Queen Esther Settlement Agreement is attached. Also attached is a copy of a letter from Wasatch County, expressing support for eliminating the Keetley Road Disconnect requirement.

We anticipate that the process for eliminating the requirement to implement the Keetley Road Disconnect will move forward over the next few months. This will be a public process involving one or more public hearings, with respect to which the Association should receive advance notice from the City. In the meantime, I would be glad to answer any questions that the Association or its members may have regarding this issue. I can be reached by email at bennett@ballardspahr.com, or by phone at (801) 531-3060.

Best regards,

Thomas G. Bennett

TGB:mc

Cc: P.M.A., Registered Agent

Enclosures

COUNTY MANAGER
Michael K. Davis



COUNTY COUNCIL
Kipp Bangertter
Kendall Crittenden
Danny Goode
Steve Farrell
Michael I. Kohler
Greg McPhie
Michael Petersen

November 3, 2015

City Council
Park City Municipal Corporation
Post Office Box 1480
Park City, UT 84060

Andy
Cindy
Dick
Liza
Tim
Jack

Re: Deer Hollow Road (f/k/a Keetley Road) Disconnect

Dear Council Members:

This letter is written in support of the application of Deer Crest Associates I, L.C. ("DCA"), the developer of the Deer Crest community ("Deer Crest"), with respect to removal of the requirement to disconnect the Deer Hollow Road thoroughfare through Deer Crest.

We understand DCA is the successor in interest to Trans-Wasatch Company, L.L.C. and Park City Consolidated Mines Company with respect to the Settlement Agreement dated December 29, 1995 with Park City Municipal Corporation ("Settlement Agreement"). The Settlement Agreement required the physical disconnection of Deer Hollow Road as it passes through Deer Crest at the approximate location of a development parcel referred to in the Settlement Agreement as "Slalom Village" (approximately one-quarter mile east of the St. Regis Deer Valley). In the intervening years guard gates were constructed at the east and west entrances to Deer Crest, and created effective barriers to members of the public using Deer Hollow Road for direct access between Wasatch County and Park City. Wasatch County is in favor of the Settlement Agreement being amended to remove the disconnect requirement, as implementation of the disconnect requirement would impair the ability of Wasatch County ("County") to respond to emergencies in Deer Crest and the existing gates accomplish the intended purpose of the disconnect requirement.

As you know, the County provides fire and other emergency services to Deer Crest pursuant to an Interlocal Agreement with Park City. Currently Deer Hollow Road provides direct access from Highway 40 to nearly all of the lots and developments within Deer Crest, including the St. Regis Deer Valley hotel. Without the ability to use Deer Hollow Road to reach the western areas of Deer Crest, emergency response times would be significantly increased.

Based on these and other reasons, Wasatch County would encourage Park City to adopt an amendment to the Settlement Agreement, removing the requirement for a permanent physical disconnect of Deer Hollow Road. If you need any additional information from Wasatch County as you consider this issue, please contact me.

Sincerely,

Mike Davis
County Manager

THIRD AMENDMENT TO SETTLEMENT AGREEMENT

This THIRD AMENDMENT TO SETTLEMENT AGREEMENT ("Amendment") is made and executed as of _____, 2016 by and among DEER CREST ASSOCIATES I, L.C., a Utah limited liability company ("DCA") and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah ("City").

RECITALS

A. DCA, the City, Trans-Wasatch Company, L.L.C., a Utah limited liability company ("Trans-Wasatch"), and Park City Consolidated Mines Company, a Utah corporation ("ParkCon") entered into that certain Telemark Park Settlement Agreement dated December 29, 1995, as amended by that certain First Amendment to the Telemark Park Settlement Agreement dated April 8, 1997, and that certain Second Amendment to the Telemark Park Settlement Agreement dated April 6, 2001 (collectively, the "Settlement Agreement"), which agreement governed certain development rights within a residential development known as Deer Crest ("Project").

B. DCA acquired all of the interest of Trans-Wasatch and ParkCon in and to the Project, including all rights and obligations of Trans-Wasatch and ParkCon under the Settlement Agreement.

C. The Settlement Agreement contemplated that Keetley Road within the Project (now known as Deer Hollow Drive) would be disconnected and that physical improvements would be placed on the historic location of such road in order to prevent through traffic use of Keetley Road.

D. The parties believe that it is in the best interest of the Project and the City that Keetley Road be preserved as a means of access through the Project, including access by emergency vehicles.

E. The parties desire to remove from the Settlement Agreement any requirement to create a physical disconnect in order to prevent through traffic over Keetley Road, either temporarily or permanently, and to remove any requirement that improvements be built in the historic location of such road.

F. DCA and the City desire to amend the Settlement Agreement as set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DCA and the City hereby agree as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this Amendment shall have the meaning or meanings given to them in the Settlement Agreement. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Continued Use of Keetley Road. Keetley Road, now known as Deer Hollow Drive, shall remain a main road within the Project for use by the owners, guests, and invitees within the Project; provided, however, that the access gates on the east and west sides of the Project shall continue to be used in accordance with the Settlement Agreement to prevent general public access through the Project between Highway 40 and Park City.

3. Right to Relocate Keetley Road. DCA, its successors and assigns, shall have the right to relocate portions of Keetley Road, at their sole cost and expense, to accommodate the eventual development of Slalom Village and other properties within the Project.

4. Removal of Disconnect Requirement. The parties hereby agree that there shall be no requirement that Keetley Road be physically disconnected, either temporarily or permanently, and that there shall be no requirement that the Primary Village Structure developed as part of Slalom Village be built to physically disconnect Keetley Road. Notwithstanding any specific reference, or lack thereof, in Section 5 of this Amendment, the Settlement Agreement is hereby amended to reflect the foregoing intent and agreement of the parties. Any provision of the Settlement Agreement inconsistent with this Section 4 is hereby terminated or amended to be consistent with this Section 4.

5. Specific Amendments. Without limiting the generality of the provisions of Section 4 above, the Settlement Agreement is hereby amended as follows:

5.1. Section 4.4 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect. Notwithstanding the foregoing, the access gates on either end of Keetley Road shall continue to be operated in accordance with the Settlement Agreement.

5.2. Subsection (c) of Section 5.2.3.2 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect.

5.3. The final sentence of Section 5.2.3.3 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect.

5.4. Section 5.2.3.4 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect.

5.5. Subsection (c) of Section 5.2.3.5 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect.

5.6. Section 5.2.3.8 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect.

5.7. The second and third sentences of Section 5.2.3.10 of the Settlement Agreement are hereby deleted in their entirety and are of no further force and effect.

5.8. Section 5.3.7 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect.

6. Settlement Agreement Remains in Effect. This Amendment shall be considered supplemental to the Settlement Agreement. Except as expressly amended by the foregoing, the Settlement Agreement shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by this Amendment.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, this THIRD AMENDMENT TO SETTLEMENT AGREEMENT is entered into as of the date first set forth above.

DCA:

DEER CREST ASSOCIATES I, L.C.,
a Utah limited liability company

By: Grand Harvest Ventures, LLC, its
Managing Member

By: _____
Angela C. Sabella, Manager

CITY:

PARK CITY MUNICIPAL CORPORATION, a
political subdivision of the State of Utah

By: _____
Name: _____
Its: _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

EXHIBIT B



Snow Park Lodge

St. Regis
Deer Valley

Queen Esther Gate

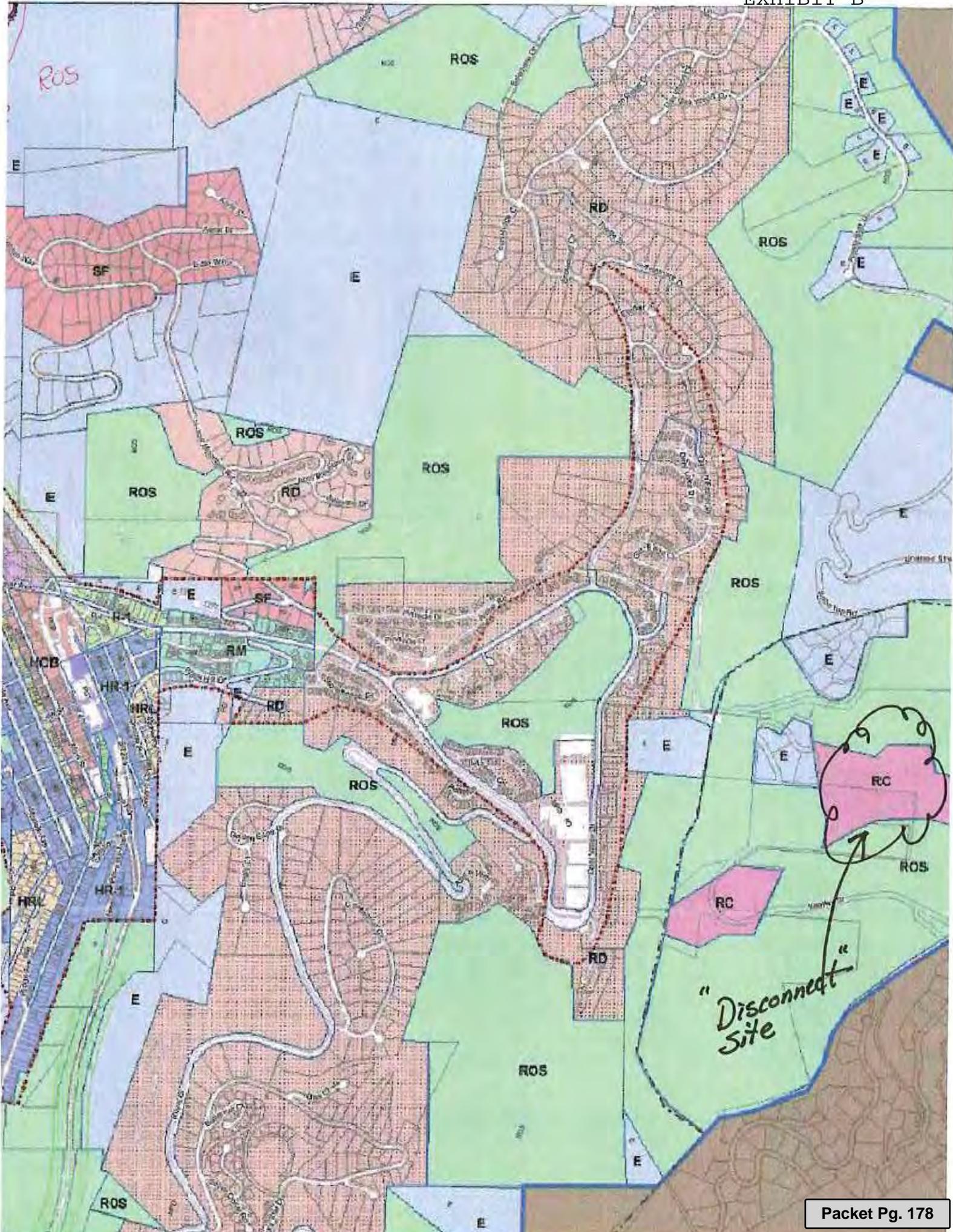
Deer Crest Estates Dr.

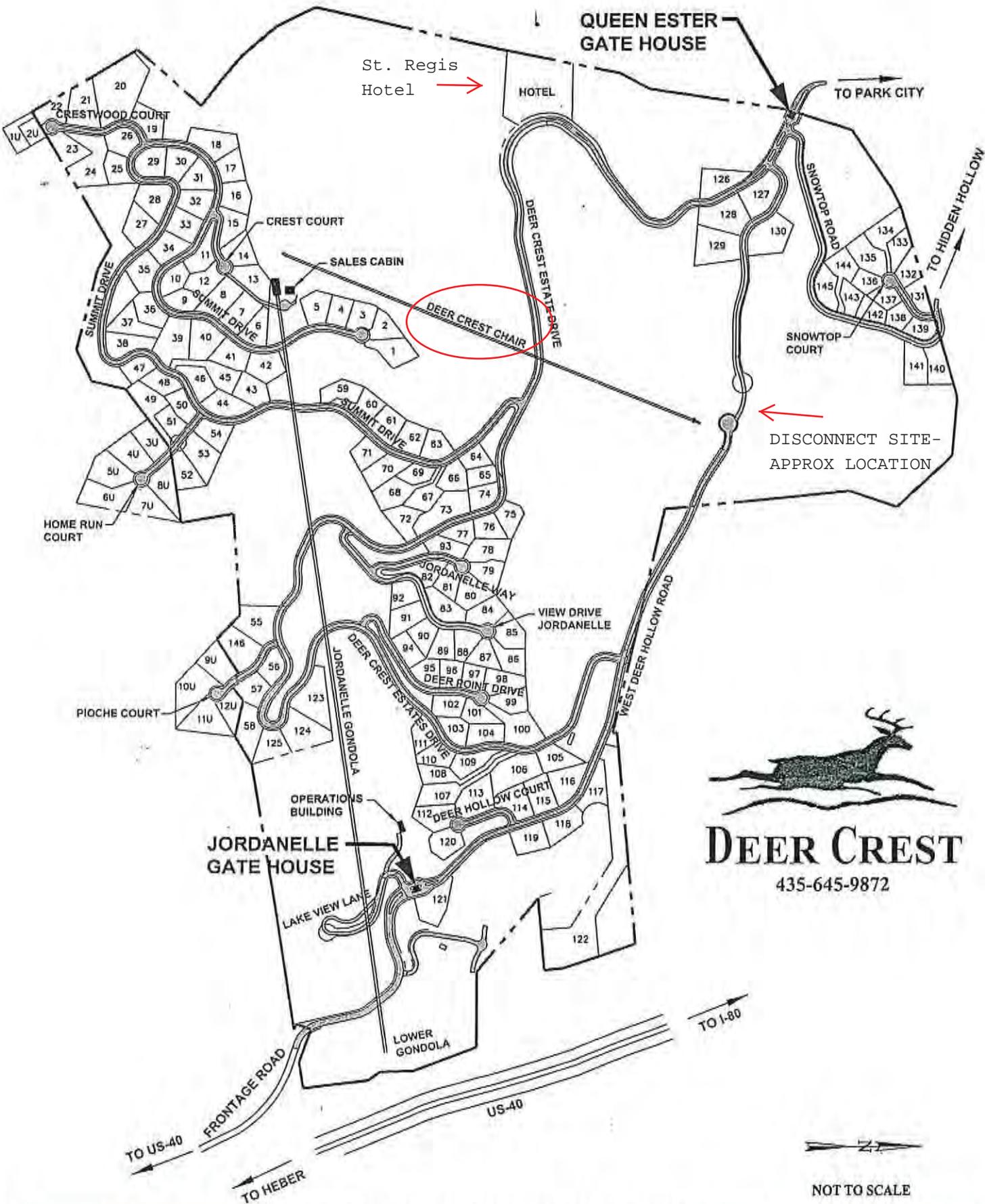
Original Disconnect Location

Deer Hollow Rd.

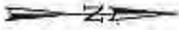
Jordanelle Gate

U.S. 40





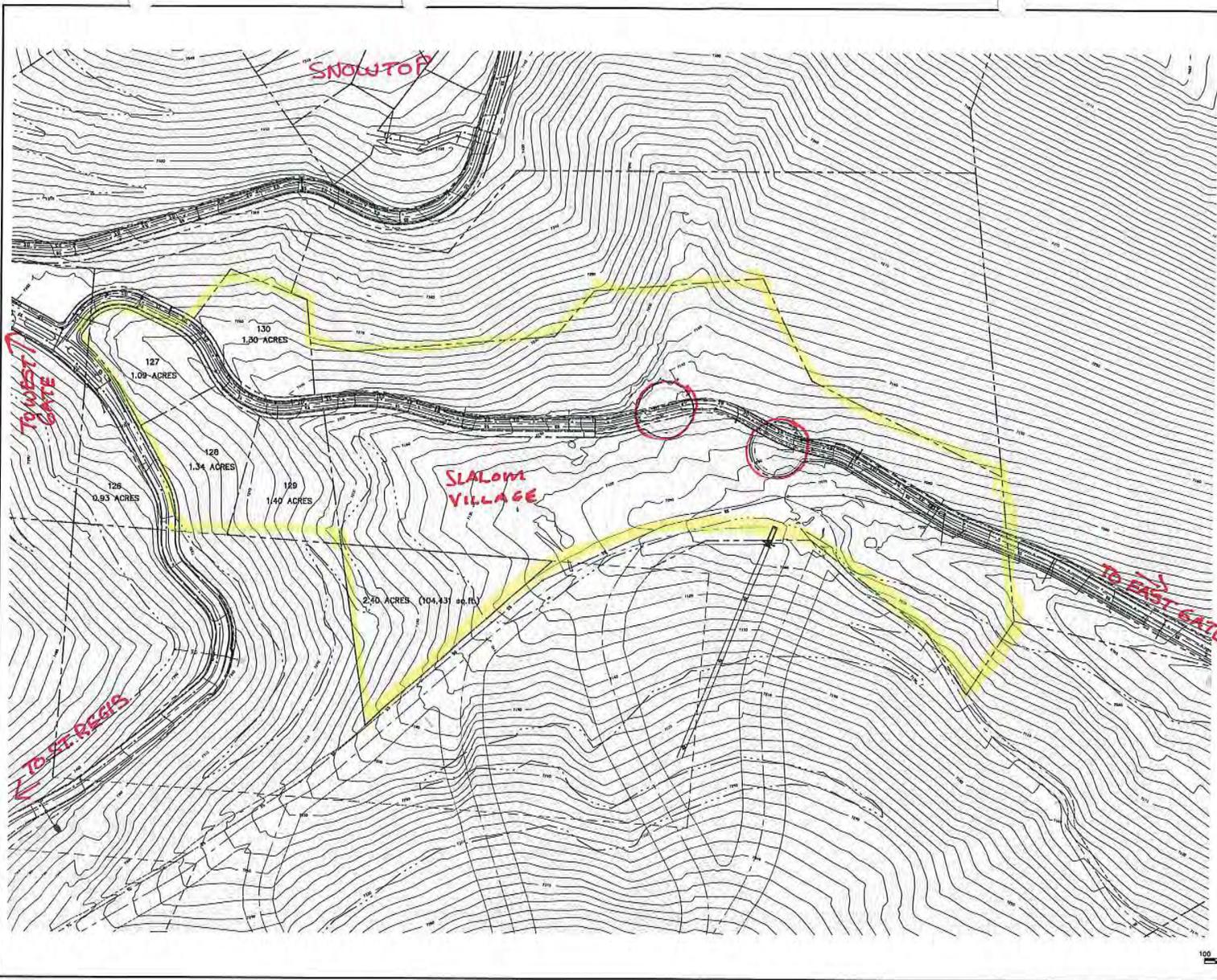
DEER CREST
435-645-9872



NOT TO SCALE

EXHIBIT C





- LEGEND**
- EXISTING WATER LINE
 - EXISTING SANITARY SEWER
 - EXISTING STORM DRAIN
 - EXISTING CONTOURS
 - GUARD RAIL
 - BIKE TRAILS



DATE: JUNE 2004
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 SCALE: 1" = 100'

DEER HOLLOW VILLAGE
 EXISTING CONDITIONS

P S O M A S
 2355 East Colfax Street, Suite 100
 Salt Lake City, Utah 84119
 (801) 248-9177 (801) 248-9188 (fax)

DESIGNED BY	SSC
DRAWN BY	MAPS
CHECKED BY	[blank]

SHEET NO. 3



CITY COUNCIL REPORT

DATE: April 29, 1999
DEPARTMENT: Planning
AUTHOR: Nora Shepard, Special Projects Planner
TITLE: Deer Crest Settlement Agreement Amendment
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Consider and act on the proposed amendment to the Deer Crest Settlement Agreement to allow the Planning Commission to consider allowing a transfer of development rights to increase in Residential Unit Equivalents for the Roosevelt Gap/Snow Park Hotel project (aka Deer Crest Grande Lodge).

DESCRIPTION:

A. Topic. Deer Crest Settlement Agreement.

B. Background.

In 1991, Wasatch County granted a density determination for Telemark Park, a residential resort development on 524 acres. The approval consisted of chairlift and ski run development along with residential development in 6 "neighborhoods." The developer also controls an additional 84 acres within unincorporated Summit County and 70 within the Park City limits. The development plan for the entire property consists of not more than 545 units (150 single family and 395 multifamily) with 42,000 gross square feet of commercial space and a 20,000 gross square foot Ski Academy.

After several years of litigation, the developer (Park City Consolidated Mines Company and Trans-Wasatch Company) and Park City entered into a settlement agreement in order to settle the outstanding disputes and to redefine certain rights and obligations. A copy of the Settlement Agreement is available at your request.

The Settlement Agreement addresses density, limited access on Keetley Road, and options for partial annexation to Park City.

On December 17, 1998, the City Council approved annexation of three portions of the project, now known as Deer Crest, as was contemplated in the 1995 Settlement Agreement. At that time, the City Council approved an amendment to the Settlement Agreement which would allow Planning Commission to consider an increase in parking spaces at Roosevelt Gap.

Deer Crest, LLC has been working on plans for the Deer Crest Grand Lodge, which consists of the Roosevelt Gap site and the Snow Park site. At this time, the developer would like the City Council to further amend the 1995 Settlement Agreement to allow the Planning Commission to consider additional density for the Grand Lodge.

According to the Settlement Agreement, the Roosevelt Gap parcel is entitled to 105 residential unit equivalents and 5% support commercial, if it is developed jointly with the Snow Park Hotel and connected by a Funicular. If there is no such connection, the Roosevelt Gap site is entitled to 5 single family parcels. There is no maximum building height specified in the agreement, but there is a requirement that the project not be visible from the Stew Pot Restaurant deck (with the exception of the funicular).

The Snow Park Hotel Site is entitled 25 residential unit equivalents and 5% support commercial, with an option to increase to 35 residential unit equivalents if the density is transferred from the Deer Hollow site and Park City approves the revised plans. The maximum allowed building height is 45 feet.

C. Analysis.

The Grand Lodge is proposed to be a five star hotel and would offer a product which Park City does not currently have. The developer is currently working with Ritz Carlton. Because of the unique nature of this project, the proposed condominium units are large and there is a great deal of space required for "back of house" and support uses. The developer asserts that the larger units and square footage will not result in an increased impact, but will result in a higher end product.

At this time, the developer is requesting that the City Council amend the 1995 Settlement Agreement to allow the Planning Commission to evaluate the project and give the Planning Commission the option to recommend that additional residential unit equivalents be transferred to the Roosevelt Gap site.

The applicant is still working on the proposal. At this time, it appears that the Roosevelt Gap portion of the project exceeds the permitted 105 unit equivalents by about 12 unit equivalents. The Snow Park portion, as proposed contains 35 unit equivalents. The applicant is willing to explore the transfer of units from

elsewhere in the project, or from Deer Valley. The City Council would have to grant final approval for the project.

In the past, the applicant indicated that numerous amendments to the Settlement Agreement may be requested. The project has been revised so that only an increase in residential unit equivalents is necessary. The City Council previously authorized the Planning Commission to consider additional parking at Roosevelt Gap.

The applicant intends to request a height variation as provided for in the Land Management Code. That does not require an amendment to the Settlement Agreement. The variation will require Planning Commission and City Council action.

D. Department Review.

The staff has only preliminarily reviewed the plans in order to give the City Council an idea of the nature of the request being made by the applicant.

ALTERNATIVES

A. Amend the Settlement Agreement to allow the Planning Commission to consider additional residential unit equivalents for the Grand Lodge. This would allow the developer to go through the Planning Commission process with the plans as they are currently proposed. The developer is prepared to address any additional impacts resulting from the additional unit equivalents. The Planning Commission would make a recommendation to the City Council for any transfer.

B. Deny the request of Deer Crest to amend the Settlement Agreement. This would result in the developer having to redesign the plans to meet the unit equivalents as currently outlined in the Settlement Agreement prior to proceeding with the Planning Commission process.

C. Request additional information of the developer and/or staff prior to making a determination on the amendment to the Settlement Agreement.



CITY COUNCIL REPORT

DATE: December 14, 1998
DEPARTMENT: Planning
AUTHOR: Nora Shepard, Special Projects Planner
TITLE: Deer Crest Annexation
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Approve the Annexation Ordinance, the Zoning Ordinance, the revision to the 1995 Settlement Agreement and the Deer Crest Interlocal Agreement.

DESCRIPTION:

A. Topic.

Deer Crest LLC has requested annexation of a portion of the Deer Crest Project. In order to approve the annexation, the City Council must consider and approve:

1. The Annexation Ordinance,
2. A Zoning Ordinance amending the Park City Zone Map to include and zone the property,
3. An amendment to the 1995 Settlement Agreement, and
4. The Deer Crest Interlocal Agreement between Wasatch County and Park City.

B. Background.

Deer Crest LLC has filed an annexation petition consistent with the 1995 Settlement Agreement between Telemark Park and Park City. When the petition was first filed, it included 11 amendments to the 1995 Settlement Agreement that the developer felt were

necessary. The Planning Commission reviewed the annexation request and several of the planning-related amendments to the Settlement Agreement. The Planning Commission forwards a positive recommendation on the annexation with several conditions relating to the amendments of the Settlement Agreement which are no longer tied to the annexation. Those recommendations are still a matter of record and will be considered if Deer Crest comes back before the Planning Commission and City Council with amendments which are project related.

The current request for annexation is to annex the Deer Hollow, Roosevelt Gap and Snowtop portions of the Deer Crest project, as they are described in the 1995 Settlement Agreement with one modification. For more specific information, please refer to the Staff Report for the Public Hearing.

Concurrent with the annexation, the applicant is requesting one amendment to the Settlement Agreement. The Settlement Agreement allows for the development of hotel units (105 units of 2,000 sq. ft. in size) at the Roosevelt Gap site, if it is developed in conjunction with the Snow Park Hotel site and is connected to the Snow Park Hotel by a funicular. Access to the Roosevelt Gap portion of the hotel was to occur primarily from the Snow Park site via the funicular. Only 50 day parking spaces were allowed at the Roosevelt Gap site in an effort to minimize vehicle trips on Keetley Road.

The applicant now requests an additional 105 overnight spaces at Roosevelt Gap. The applicant has agreed to modify other areas of the project and to propose a parking management plan to ensure that this increase in parking will not result in an increase in traffic on Keetley Road. Any Council action to amend the Settlement Agreement to allow the 105 additional spaces could be based upon a condition that the project be otherwise modified to result in a net decrease in the vehicle trips on Keetley Road.

As property is annexed, it must be zoned. Concurrent with annexation, the Council will be asked to amend the official Zoning Map for Park City. The zoning designated for the property will refer to the densities set forth in the Settlement Agreement. The development areas in Roosevelt Gap and Deer Hollow will be zoned Recreation Commercial - Master Planned Development (RC-MPD). The areas outside the development areas will be zoned Recreation Open Space - Master Planned Development (ROS-MPD). The building envelop areas in Snowtop will be zoned Estate - Master Planned Development (E-MPD) and the areas outside the building areas will be zoned ROS-MPD.

C. Analysis

The proposed annexation was anticipated in the 1995 Settlement Agreement. The three development areas being considered for annexation are the areas closest to Park City. They are separated from the rest of the development by a large expanse of open space, ski runs and a ridgeline. The Deer Hollow and Roosevelt Gap developments are anticipated to provide skier bed base. The annexation will allow for the development of the 105 units

at Roosevelt Gap, if it is connected to the Snow Park Hotel site via a funicular. Without annexation and without the funicular, the entitlement for Roosevelt Gap is 5 single family parcels. Restricted access to Park City via the Keetley road will be available to these three developments whether or not annexation occurs. If annexed, both the Roosevelt Gap/Snow Park Hotel and the Deer Hollow development will be required to go through site specific conditional use review with the Planning Commission.

The Snowtop Subdivision is immediately adjacent to Park City and residents will have access to Park City via the Keetley Road. The final plat for the Snowtop Subdivision has been approved by Wasatch County and the lots could be sold and built upon regardless annexation. By annexing the properties prior to construction, the City will receive a variety of revenues according to the provisions of the Deer Crest Interlocal Agreement.

A fiscal impact analysis has been submitted by the applicant which indicates strongly positive fiscal impact on Park City if the property is annexed.

The requested amendment to the Settlement Agreement to allow 105 overnight spaces at Roosevelt Gap would be allowed only if it is considered appropriate by the Planning Commission in conjunction with a luxury hotel development and if it can be shown that it would not result in an increase in traffic on Keetley Road. The amendment would not be specifically tied to any single operator or project, but would be evaluated during the Conditional Use Review.

D. Department Review.

The interlocal agreement was the subject of extensive review by various City departments and is described under separate cover. The annexation documents have been reviewed by the Legal and Community Development Departments for compliance with state law, city regulations and the 1995 Settlement Agreement.

ALTERNATIVES

- A. Approve the Annexation with the requested revision to the Settlement Agreement.
- B. Approve the Annexation without the requested revision to the Settlement Agreement.
- C. Deny the Annexation Request.
- D. Continue the item and request further information.

SIGNIFICANT IMPACTS:

Annexation and execution of the Deer Crest Interlocal Agreement would have a positive fiscal impact on Park City and will establish a mechanism of intergovernmental

coordination with Wasatch County. It will also facilitate the development of a major luxury hotel at the Snow Park Hotel/Roosevelt Gap site.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

Without annexation, Roosevelt Gap would be allowed to construct 5 single family homes in Wasatch County. The Deer Hollow and Snowtop developments would proceed as approved by Wasatch County.

RECOMMENDATION:

The staff recommends that the City Council proceed with the Annexation, Zoning, Amendment to the Settlement Agreement and Deer Crest Interlocal Agreement.



CITY COUNCIL REPORT

DATE: November 23, 1998
DEPARTMENT: Planning
AUTHOR: Nora L. Shepard, Special Projects Planner
TITLE: Deer Crest Annexation
TYPE OF ITEM: Annexation

SUMMARY RECOMMENDATIONS: Public Hearing on proposed annexation and amendment to the Park City Zoning Map.

DESCRIPTION:

A. Topic:

PROJECT STATISTICS:

Applicant:	Deer Crest Associates I, L.C.
Location:	East of Deer Valley
Zoning:	Wasatch County RF-1 with an approved Density Determination
Adjacent Land Uses:	Ski Area, Vacant Land
Date of Application:	July 10, 1998
Project Planner:	Nora Shepard

B. Background:

In 1991, Wasatch County granted a density determination for Telemark Park, a residential resort development on 524 acres. The approval consisted of chairlift and ski run development along with residential development in 6 "neighborhoods." The developer also controls an additional 84 acres within unincorporated Summit County and 70 within the Park City limits. The development plan for the entire property consists of not more than 545 units (150 single family and 395 multifamily) with 42,000 gross square feet of commercial space and a 20,000 gross square foot Ski Academy.

After several years of litigation, the developer (Park City Consolidated Mines Company and Trans-Wasatch Company) and Park City entered into a settlement agreement in order to settle the

outstanding disputes and (re)define certain rights and obligations. A copy of the Settlement Agreement is available at your request. The Settlement Agreement addresses density, limited access on Keetley Road, and options for partial annexation to Park City. The applicant has submitted a petition for annexation consistent with the Settlement Agreement.

C. Project Description

Annexation Request

Deer Crest proposes to annex the following parcels of land which are contiguous to each other and which are contiguous to the existing easterly boundary of Park City:

*Snowtop - a 39.51 acre parcel that has received final approval by Wasatch County for the subdivision of 15 residential building lots. The Snowtop parcel consists of 67% open space.

*Roosevelt Gap - a 60.87 acre parcel that has received density determination approval by Wasatch County for 105 condominium lodge units of 2,000 square feet, plus 5% support commercial,¹ and final master parcel plat approval (authorizing the recordation of a plat for ownership purposes but not for purposes of further development). The Roosevelt Gap Master Parcel consists of 84% open space.

*Deer Hollow Village - a 97.71 acre parcel that has received final approval by Wasatch County for the subdivision of 5 residential lots on 8.51 acres, and, on the balance of the acreage, density determination approval by Wasatch County for 83 residential units of 2,400 square feet, plus 5% support commercial, and final master parcel plat approval (authorizing the recordation of a plat for ownership purposes but not for purposes of further development). The Deer Hollow Village Master Parcel consists of 77% open space.

Amendment to the Settlement Agreement

Concurrent with the Annexation, the applicant is requesting one amendment to the Settlement Agreement. The Settlement Agreement allows for the development of hotel units (105 units of 2,000 sq. ft. in size) at the Roosevelt Gap site, if it is developed in conjunction with the Snow Park Hotel site and is connected to the Snow Park Hotel by a funicular. Access to the Roosevelt Gap portion of the hotel was to occur primarily from the Snow Park site via the funicular. Only 50 day parking spaces were allowed at the Roosevelt Gap site in an effort to decrease vehicle trips on Keetley Road.

The applicant now requests an additional 105 overnight spaces at Roosevelt Gap. The applicant has agreed to make modifications to other areas of the project and to propose a parking

¹Applicable square footages are calculated as provided in the applicable Wasatch County Density Determination and exclude certain spaces such as circulation space, lobbies, mechanical spaces and other spaces necessary for building function.

management plan to ensure this increase in parking will not result in an increase in traffic on Keetley Road. Any Council action to amend the Settlement Agreement to allow the 105 additional spaces could be based upon a condition that the project be otherwise modified to result in a net decrease in the vehicle trips on Keetley Road.

Interlocal Agreement

The Deer Crest Project was approved in Wasatch County and the majority of it is being developed under Wasatch County's jurisdiction. Park City and Wasatch County have been negotiating an interlocal agreement to cover those areas which would be annexed into Park City. That interlocal agreement would have to be acted on by the City and the County prior to, or concurrent with, annexation.

Zoning

As property is annexed, it must be zoned. Concurrent with annexation, the Council will be asked to amend the official Zoning Map for Park City. The zoning designated to the property will refer to the densities set forth in the Settlement Agreement. The development areas in Roosevelt Gap and Deer Hollow will be zone Recreation Commercial - Master Planned Development (RC-MPD). The areas outside the development areas will be zoned Recreation Open Space - Master Planned Development (ROS-MPD). The building envelop areas in Snowtop will be zoned Estate - Master Planned Development (E-MPD) and the areas outside the building areas will be zoned ROS-MPD.

D. Analysis

Planning Commission Action

The Planning Commission was asked to review the proposed annexation and those amendments to the Settlement Agreement which would affect the annexation areas. The Planning Commission therefore considered square footage modifications (which are not now a part of the annexation request) and the increase in parking at the Roosevelt Gap Lodge. The Planning Commission forwarded a positive recommendation to the City Council as follows:

1. The Planning Commission received and reviewed information on the proposed Annexation of a portion of the Deer Crest Project.
2. A public hearing was held before the Planning Commission on the proposed Annexation on August 26, 1998.
3. The Planning Commission has reviewed and discussed traffic information submitted by the developer and by the City's consultant.

Based upon the above findings, the Planning Commission recommends to the City Council that the Roosevelt Gap, Deer Hollow and Snowtop areas of Deer Crest should be annexed to the City prior to development and consistent with the Wasatch County approvals.

The Planning Commission further recommends to the City Council that the proposed revisions to the Settlement Agreement relative to increased square footage, increased commercial square footage and increased parking at Roosevelt Gap are appropriate and that traffic impacts have been

adequately addressed by () or modifications to the project proposed () by the developer.

The recommendation is based upon the following assumptions and conditions:

1. This approval does not constitute final plat approval for the Snow Top Subdivision or MPD approval for Roosevelt Gap or Deer Hollow. If the property is annexed to the City, the normal review procedures shall commence.
2. If the annexation is consummated and an MPD is entered into, the applicant will submit a detailed and enforceable plan for the management of traffic on Keetley Road with the objective of reducing, to the greatest degree possible, non-guest traffic on Keetley Road and emphasizing the use of the funicular. This includes management of the gate and through access, identification of how the gate will be managed and who will go through it, restrictions on employee parking at the Roosevelt Gap site, and other mechanisms designed to reduce non-guest traffic on Keetley Road.
3. A reversion clause shall be inserted in the amended settlement agreement that, if the project is not constructed as proposed in Roosevelt Gap, funicular, and Snow Park in some time certain, the revisions to the settlement agreement being recommended tonight shall revert back to the original settlement agreement.
4. There shall be no variation in height within the annexation area as a direct result of the increases in square footage which the Planning Commission is recommending to City Council.
5. Employee housing standards shall be revised to meet Park City Employee Housing Standards, and additional employee housing shall be reviewed before the additional square footage being proposed at the Roosevelt Gap site.

Process After Annexation

If this annexation is approved, Roosevelt Gap and Deer Hollow will be required to go through the normal Planning Commission review process.

E. NOTIFICATION REQUIREMENTS

The Annexation Petition was accepted by the City Council, was Certified by the City recorder after consultation with both Wasatch and Summit Counties. Notification of Certification was conducted according to the state statute.

The City Council is required to hold a Public Hearing prior to annexation. This Public Hearing was noticed according to state law. The City Council could take action on the Annexation Petition, the Interlocal Agreement and the Amendment to the Settlement Agreement on December 10 or 17, 1998.

Kirsten Whetstone

From: Gary Holloway <GHolloway@gmh-inc.com>
Sent: Wednesday, January 18, 2017 10:26 AM
To: Kirsten Whetstone
Subject: Letter for Deer Crest Annual Meeting
Attachments: Letter to Park City Planning Commission.pdf

Kristen, attached is my letter that was requested.

Thank you,
Gary Holloway

Park City Planning Commission
445 Marsac Avenue
Park City, Utah 84060
Email: kirsten@parkcity.org

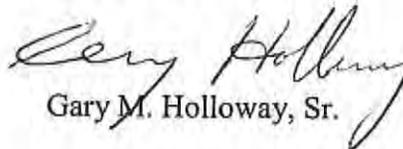
RE: Application #PL-16-03209 affecting Slalom Village parcel within Deer Crest Master Planned Development

Dear Planning Commissioners:

As a homeowner in the Deer Crest development, I am writing in support of the application of Deer Crest Associates to eliminate the disconnect requirement presently affecting Deer Hollow Road. This requirement, if maintained, will adversely impact the delivery of emergency services to Deer Crest, which substantially increases the likelihood of harm to the residents and their property in the unfortunate event such services are needed. Traffic through Deer Crest residential areas and the Queen Esther Gate will substantially increase if the disconnect remains in effect. Finally, the original rationale of the disconnect – preventing vehicles from using Deer Hollow Road as a shortcut from Highway 40 to Deer Valley and Park City – is more than adequately addressed with the presence of manned gates at Queen Esther entrance and at the Jordanelle entrance. In short, the benefits of the disconnect (if any) are substantially outweighed by its detriments.

Your attention to this letter is greatly appreciated.

Respectfully submitted,


Gary M. Holloway, Sr.



Kirsten Whetstone

From: Steve Issowits <sisowits@deervalley.com>
Sent: Tuesday, January 17, 2017 3:25 PM
To: Kirsten Whetstone
Subject: Letter to Planning - Re: Deer Hollow Rd Disconnect
Attachments: 20170117152010663.pdf

Hi Kirsten - Please find the attached letter on behalf of Deer Valley Resort as it relates to our support of removing the requirement to physically disconnect Deer Hollow Rd. I would like this to be made part of the public record. If you could please confirm receipt and also let me know if you have any questions or comments, I would appreciate that. Thank you,

Steve

Steven J. Issowits
Director - Real Estate and Resort Planning
steve@deervalley.com
435-645-2630 direct | 435-640-9854 cell
435-645-6538 fax

Deer Valley Resort
PO Box 1000
Park City, UT 84060
www.deervalley.com

Deer Valley Resort is honored to be ranked #1 for Access, Guest Service, Grooming, Lodging, Dining, On-mountain Food and Kid-Friendliness by the readers of SKI Magazine for 2017.

C.W. HENDERSON

& ASSOCIATES, INC.

INVESTMENT COUNSELORS SPECIALIZING
IN TAX-EXEMPT MUNICIPAL SECURITIES

January 24th, 2017
Park City Planning Commission
445 Marsac Avenue
Park City, Utah 84060

Dear Members of the Park City Planning Commission,

It has come to my attention that there is an impending meeting regarding the Deer Hollow Road disconnect. As a current resident at 10127 Summit View Drive in the Deer Crest community, I would like to advocate my strong objection to the Deer Hollow disconnect requirement. The disconnect requirement would impair emergency services to Deer Crest which is not only hazardous to the residents of Deer Crest, but also the guests residing at the St. Regis Hotel.

However, the largest issue with the disconnect requirement is the degree to which it will increase the traffic throughout Deer Crest residential areas. It will also dramatically increase the traffic through the Queen Esther Gate. As a community member, this is a considerable concern to myself as well as many other residents.

I have read over the Deer Hollow Road disconnect requirement in great lengths and have drawn the conclusion that there is no benefit in requiring the construction of the two cul de sacs because Deer Crest is, and always will be, a gated community. This is one of its features that heavily attracts residents and should be taken into great account.

I appreciate your time and hope we can eliminate the disconnect requirement which is—in my opinion—what is best for both Park City, our safety and the community!

Sincerely,



Craig Henderson



DEER VALLEY

January 16, 2017

Planning Department – Attn: Kirsten Whetstone
Park City Municipal Corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060

Re: Deer Hollow Road Disconnect

Dear Ms. Whetstone:

Please accept this letter written in support of the recent application by Deer Crest Associates I, L.C. ("DCA"), as it relates to removal of the requirement to create a physical disconnect along Deer Hollow Road through the Deer Crest Master Planned Development community ("Deer Crest").

It is my understanding with respect to the Settlement Agreement dated December 29, 1995 with Park City Municipal Corporation ("Settlement Agreement") as referenced by your recent Staff Report, such agreement required the physical disconnection of Deer Hollow Road (formerly known as Keetley Road) as it passes through Deer Crest at the approximate location of a development parcel referred to in the Settlement Agreement as Slalom Village. Through subsequent installation of guarded gate houses at the east and west entrances to Deer Crest, an effective barrier was created to eliminate the ability for public use of Deer Hollow Road for direct access between Wasatch County and Park City. It is in Deer Valley Resort's opinion that such gate houses appropriately control traffic through Deer Crest and accomplishes the original intent of the physical disconnect. It is also our opinion that upholding such physical disconnect requirement would alternatively place unnecessary traffic flow onto Deer Crest Estates Drive resulting in undesirable and less safe conditions for the community, while providing no benefit to Park City.

Additionally and as you may be aware, Deer Valley Resort utilizes Deer Hollow Road to access, operate and maintain certain areas of the resort. This includes, but is not limited to the Jordanelle Gondola, Mountaineer chairlift, Jordanelle snowmaking pump house and various ski runs, summer trails and infrastructure. Physically disconnecting Deer Hollow Road would significantly impair the needs of Deer Valley Resort staff and create additional vehicle miles traveled to access the same locations as needed to maintain and operate the resort.

Based on these and other reasons, Deer Valley Resort is in favor of the Settlement Agreement being amended to remove the disconnect requirement and encourages Park City to adopt an amendment to the Settlement Agreement to accomplish this. I appreciate your consideration and am requesting this letter be shared with the Planning Commission members as you see fit. Thank you.

Sincerely,

Steve Issowits

Deer Valley Resort

Director of Real Estate & Resort Planning

Kirsten Whetstone

From: Bob Jones <bob.jonesying@gmail.com>
Sent: Wednesday, January 11, 2017 9:09 PM
To: Kirsten Whetstone; Don Taylor, Deer Crest Ops Manager
Subject: Deer Hollow disconnect

Hi,

I am a Deer Crest resident (3516 W Crest Ct) and wanted to express my support for eliminating the disconnect requirement for Deer Hollow road. Keeping the road open will make it easier for commercial and emergency traffic to navigate our community, while reducing traffic for both residents of Deer Crest and the communities near the Queen Esther Gate. Also, since Deer Crest is a private community, there is no risk Deer Hollow will ever become a short cut from town to Highway 40.

Thanks,

--

=====
Bob Jones
3516 W Crest Ct
Park City, UT 84060
908-313-9614 (c)
bob.jonesying@gmail.com

Kirsten Whetstone

From: James Asali <jasali@gmh-inc.com>
Sent: Tuesday, January 10, 2017 2:23 PM
To: Kirsten Whetstone
Cc: Gary Holloway
Subject: RE: Deer Crest Application

Thank you.

From: Kirsten Whetstone [mailto:kirsten@parkcity.org]
Sent: Tuesday, January 10, 2017 4:22 PM
To: James Asali
Cc: Gary Holloway
Subject: RE: Deer Crest Application

Thank you for your letter regarding the Deer Crest disconnect issue. I will include it with the others in the packet when the Planning Commission discusses this issue on February 8th.

Kirsten

Kirsten A. Whetstone, MS, AICP
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060



From: James Asali [mailto:jasali@gmh-inc.com]
Sent: Tuesday, January 10, 2017 1:40 PM
To: Kirsten Whetstone
Cc: Gary Holloway
Subject: Deer Crest Application

Please see the attached correspondence from Mr. Gary Holloway, Sr.

Regards,

James T. Asali
Vice President and General Counsel
GMH Associates
10 Campus Boulevard | Newtown Square, PA | 19073
P: 610-355-8224 | F: 610-355-8524
jasali@gmh-inc.com
<http://www.gmhassoc.com>

January 9, 2017

Park City Planning Commission
445 Marsac Avenue
Park City, UT 84060

RE: Application #PL-16-03209 affecting Slalom Village parcel within Deer Crest Master Planned Development

Gentlemen:

We are residents in the Deer Crest Development of Deer Valley at Snow Top Court. Having recently learned of the Park City Planning Commission's upcoming review of Deer Crest Associates (DCA) application to eliminate the Deer Hollow Road Disconnect ("the disconnect"), we are sending this letter to voice our support of the of this application. In other words, we are TOTALLY against the road disconnect.

We travel to Provo and Heber City on a regular basis, and "the disconnect" would be an extreme inconvenience forcing us to drive through the development using Deer Crest Estates Drive. Our concerns are as follows:

- Lack of safety for both traffic and other Deer Crest residents
- An impairment to emergency services (fire and life-safety 911 calls) to several areas including our residence on Snow Top Court
- An increase in traffic through the Queen Ester Gate and adjacent Deer Valley neighborhoods
- Increase in traffic through Deer Valley and Park City via Kearns Blvd.
- Increase in heavy construction vehicle traffic on Deer Crest Estates Drive, and throughout the development
- A decrease in potential property value

We currently use the Jordanelle Gate for access to Provo and Heber City. It is significantly more accessible, and a safer route when leaving our home.

We believe that since this is a gated community at both Jordanelle Gate and Queen Ester Gate, the thru traffic from Hwy 40 to Deer Valley and Park City (short-cut) is not an issue, and that "the disconnect" would serve no useful purpose. It would only increase traffic and lessen residential and life-safety issues.

If you have further questions regarding our concerns, please call me at 650-892-5213 or email to: bhammond@accoes.com

Sincerely,



Robert T. Hammond
3461 W. Snow Top Court
Park City, UT 84060



Kirsten Whetstone

From: Brian Sterrett <briansterrett@hotmail.com>
Sent: Saturday, January 07, 2017 12:32 PM
To: Kirsten Whetstone
Subject: PL-16-03209 Deer Crest Associates

Hi Kirsten,

We are Deer Crest residents and support the proposal to eliminate the disconnect. This feels like a “no-brainer” given the investment in the manned gatehouses, successful status quo, and the horrible inconveniences and safety risks to our community if Deer Hollow didn’t go through.

Brian & Jane Sterrett
Townhome 11
331.213.8227

Kirsten Whetstone

From: Cari WELLIVER <welliver@cox.net>
Sent: Tuesday, January 03, 2017 5:09 PM
To: Kirsten Whetstone
Subject: Feb 8th Hearing on Deer Crest Association application to remove disconnect

To: Park City Planning Commission
445 Marsac Ave
Park City, UT 84060

From: Cari Welliver
11271 N Snowcap Road
Park City, UT 84060

I am writing today to express my interest in making sure the commission recommends to the City Council the removal of the disconnect requirement in the Deer Crest Homeowners association.

The disconnect, in my view will create significant problems in the DCA and requiring a disconnect as currently established would do the following:

- 1) **It will significantly impair emergency services to Deer Crest**
- 2) It likely will increase traffic through the Queen Esther Gate, and therefore through the Queen Esther area
- 3) It will increase the traffic through Deer Crest Residential areas, as opposed to being able to transit a street with very few residential properties being affected
- 4) As far as I can see, there is no benefit to Park City to have a disconnect in this location, as the community is gated and the gates are not going to be removed.

I will follow this up with a letter to you as well.

Sincerely,

Cari Welliver

From: Tonya <tlcumbee@comcast.net>
Sent: Tuesday, January 03, 2017 10:43 PM
To: Kirsten Whetstone
Subject: Feb 8th Hearing on Deer Crest Association application to remove disconnect

To: Park City Planning Commission
445 Marsac Ave
Park City, UT 84060

From: Tonya Cumbee
11289 Snowtop Road
Park City, UT 84060

I am writing today to express my interest in making sure the commission recommends to the City Council the removal of the disconnect requirement in the Deer Crest Homeowners association.

The disconnect, in my view will create significant problems in the DCA and requiring a disconnect as currently established would do the following:

- 1) It likely will increase traffic through the Queen Esther Gate, and therefore through the Queen Esther area
- 2) It will increase the traffic through Deer Crest Residential areas, as opposed to being able to transit a street with very few residential properties being affected
- 3) It will significantly impair emergency services to Deer Crest**
- 4) As far as I can see, there is no benefit to Park City to have a disconnect in this location, as the community is gated and the gates are not going to be removed.

Sincerely,

Tonya Cumbee

6154193777

01/03/2017

To: Park City Planning Commission
445 Marsac Ave
Park City, UT 84060

From: William Welliver
11271 N Snowcap Road
Park City, UT 84060

I am writing today to express my interest in making sure the commission recommends to the City Council the removal of the disconnect requirement in the Deer Crest Homeowners association.

The disconnect, in my view will create significant problems in the DCA and requiring a disconnect as currently established would do the following:

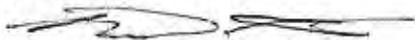
- 1) It likely will increase traffic through the Queen Esther Gate, and therefore through the Queen Esther area
- 2) It will increase the traffic through Deer Crest Residential areas, as opposed to being able to transit a street with very few residential properties being affected

3) It will significantly impair emergency services to Deer Crest

- 4) As far as I can see, there is no benefit to Park City to have a disconnect in this location, as the community is gated and the gates are not going to be removed.

I will follow this up with a letter to you as well.

Sincerely,



William Welliver
will@hirehonest.com
(949) 689-7195

JAN 03 2017

01/03/2017

To: Park City Planning Commission
445 Marsac Ave
Park City, UT 84060

From: Cari Welliver
11271 N Snowcap Road
Park City, UT 84060

I am writing today to express my interest in making sure the commission recommends to the City Council the removal of the disconnect requirement in the Deer Crest Homeowners association.

The disconnect, in my view will create significant problems in the DCA and requiring a disconnect as currently established would do the following:

- 1) It likely will increase traffic through the Queen Esther Gate, and therefore through the Queen Esther area
- 2) It will increase the traffic through Deer Crest Residential areas, as opposed to being able to transit a street with very few residential properties being affected
- 3) It will significantly impair emergency services to Deer Crest**
- 4) As far as I can see, there is no benefit to Park City to have a disconnect in this location, as the community is gated and the gates are not going to be removed.

I will follow this up with a letter to you as well.

Sincerely,



Cari, ~~Will~~ Welliver
will@hirehonest.com
(949) 689-7195



Kirsten Whetstone

From: Nelly Weldon <nellyweldon@gmail.com>
Sent: Tuesday, January 03, 2017 11:31 AM
To: Kirsten Whetstone
Subject: Deer Crest Disconnect

Hello Kristen,

I am one of few full time residents of Deer Crest and as such, I am extremely upset at the possibility of a Disconnect between the two gates. The agreement is archaic and invalid in present time due to the existence of the two gates. There is no need to disconnect as traffic flow is a non factor in present day. The only thing it will effect is the residents lives as I travel to Heber quite a bit and this would prevent me to do so in a timely manner.

I would like the record to state that I oppose such an action and if that was to take place, I will likely look for new residence.

Regards,

Nelly Weldon
Sent from my iPad Pro

Kirsten Whetstone

From: Shannon Horvath <shannon@sdrtrans.com>
Sent: Tuesday, January 03, 2017 9:56 AM
To: Kirsten Whetstone
Subject: Deer Crest Association Application #PL-16-03209

Attn:
Park City Planning Commission
445 Marsac Avenue
Park City, Utah 84060

RE: Application #PL-16-03209 affecting Slalom Village parcel within Deer Crest Master Planned Development

I am a new resident of Deer Crest and was made aware of the application to eliminate the disconnect requirement at the Annual Homeowners Meeting.

I would like to go on record in favor of eliminating the disconnect for the following reasons:

1. **It will impair emergency services to Deer Crest if the disconnect is required.**
2. **It will increase traffic through Deer Crest residential areas if the disconnect is required.**
3. **It will increase traffic through the Queen Esther Gate if the disconnect is required.**
4. **There is no benefit in requiring the disconnect since Deer Crest is and always will be a gated community.**

Thank you in advance for your time.

Shannon & Dan Horvath
Lot 48 - Deer Crest
(901) 277-7017

Kirsten Whetstone

From: will@hirehonest.com
Sent: Tuesday, January 03, 2017 1:35 PM
To: Kirsten Whetstone
Subject: Feb 8th Hearing on Deer Crest Association application to remove disconnect

To: Park City Planning Commission
445 Marsac Ave
Park City, UT 84060

From: William Welliver
11325 N Snowcap Road
Park City, UT 84060

I am writing today to express my interest in making sure the commission recommends to the City Council the removal of the disconnect requirement in the Deer Crest Homeowners association.

The disconnect, in my view will create significant problems in the DCA and requiring a disconnect as currently established would do the following:

- 1) It likely will increase traffic through the Queen Esther Gate, and therefore through the Queen Esther area
- 2) It will increase the traffic through Deer Crest Residential areas, as opposed to being able to transit a street with very few residential properties being affected
- 3) **It will significantly impair emergency services to Deer Crest**
- 4) As far as I can see, there is no benefit to Park City to have a disconnect in this location, as the community is gated and the gates are not going to be removed.

I will follow this up with a letter to you as well.

Sincerely,
William Welliver
www.hirehonest.com
will@hirehonest.com
(949) 689-7195

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Kirsten Whetstone

From: will@hirehonest.com
Sent: Tuesday, January 03, 2017 1:29 PM
To: Kirsten Whetstone
Subject: Feb 8th Hearing on Deer Crest Association application to remove disconnect

To: Park City Planning Commission
445 Marsac Ave
Park City, UT 84060

From: William Welliver
11271 N Snowcap Road
Park City, UT 84060

I am writing today to express my interest in making sure the commission recommends to the City Council the removal of the disconnect requirement in the Deer Crest Homeowners association.

The disconnect, in my view will create significant problems in the DCA and requiring a disconnect as currently established would do the following:

- 1) It likely will increase traffic through the Queen Esther Gate, and therefore through the Queen Esther area
- 2) It will increase the traffic through Deer Crest Residential areas, as opposed to being able to transit a street with very few residential properties being affected
- 3) It will significantly impair emergency services to Deer Crest**
- 4) As far as I can see, there is no benefit to Park City to have a disconnect in this location, as the community is gated and the gates are not going to be removed.

I will follow this up with a letter to you as well.

Sincerely,

William Welliver
will@hirehonest.com
(949) 689-7195

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Kirsten Whetstone

From: Sorin, Robert J. <Robert.Sorin@friedfrank.com>
Sent: Monday, January 02, 2017 1:05 PM
To: Kirsten Whetstone
Subject: Application #PL-16-03209 affecting Slalom Village parcel within Deer Crest Master

To: Park City Planning Commission
445 Marsac Avenue
Park City, Utah 84060

To Whom it May Concern:

My name is Robert Sorin, and I am the owner of Lot 19 in Deercree, 3631 Crestwood Court, Park City, Utah 84060. I understand that on February 8, 2017, the Park City Planning Commission is scheduled to hear the Deer Crest Association's application to eliminate the disconnect requirement regarding Deer Hollow Road. While the original intent of that requirement was to prevent vehicles from using Deer Hollow Road as a shortcut from Highway 40 to Deer Valley and Park City, that requirement pre-dates the establishment of manned gates at Queen Esther entrance and at the Jordanelle entrance, which makes the disconnect requirement unnecessary.

Please eliminate the disconnect requirement because:

- 1. It will impair emergency services to Deer Crest if the disconnect is required.**
- 2. It will increase traffic through Deer Crest residential areas if the disconnect is required.**
- 3. It will increase traffic through the Queen Esther Gate if the disconnect is required.**
- 4. There is no benefit in requiring the disconnect since Deer Crest is and always will be a gated community.**

Thank you for your consideration.

Robert Sorin

Robert J. Sorin
Partner
Robert.Sorin@friedfrank.com | Tel: +1 212 859 8487

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza, New York, NY 10004
friedfrank.com

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Kirsten Whetstone

From: Shon Boney <shonboney@gmail.com>
Sent: Monday, January 02, 2017 1:05 PM
To: Kirsten Whetstone
Cc: Don Taylor
Subject: Deercrest disconnect elimination

To whom it may concern,

Our house is located at 2997 Deercrest Estates Drive and we are in favor of eliminating the disconnect requirement because:

1. **It will impair emergency services to Deer Crest if the disconnect is required.**
2. **It will increase traffic through Deer Crest residential areas if the disconnect is required.**
3. **It will increase traffic through the Queen Esther Gate if the disconnect is required.**
4. **There is no benefit in requiring the disconnect since Deer Crest is and always will be a gated community.**

Thanks,

Shon Boney
858-367-8407
Sent from my iPad

Kirsten Whetstone

From: Chris O'Brien <chrisjobrien@optonline.net>
Sent: Monday, January 02, 2017 12:57 PM
To: Kirsten Whetstone

Park City Planning Commission
[445 Marsac Avenue](#)
[Park City, Utah 84060](#)

RE: Application #PL-16-03209 affecting Slalom Village parcel within Deer Crest
Master
Planned Development

My name is Chris O'Brien at I live at 2681 West Deer Hollow Drive in Deer Crest. I have been alerted to an issue coming up before the Commission relating to a historical requirement requiring disconnecting certain roads here in Deer Crest and I am writing in support of eliminating this disconnect requirement.

Please eliminate the disconnect requirement because:

1. **It will impair emergency services to Deer Crest if the disconnect is required.**
2. **It will increase traffic through Deer Crest residential areas if the disconnect is required.**
3. **It will increase traffic through the Queen Esther Gate if the disconnect is required.**
4. **There is no benefit in requiring the disconnect since Deer Crest is and always will be a gated community.**

Thank you for your consideration.

Chris O'Brien

Sent from my iPhone

Kirsten Whetstone

From: Marc Spellman <marc@metalsguy.com>
Sent: Monday, January 02, 2017 7:54 PM
To: Kirsten Whetstone

Kirsten,

My family purchased a home in Deer Crest 4 years ago. One of the reasons we bought there was the access it provided to us. There is no benefit to keeping the disconnect requirement in place. Because Deer Crest is a gated community where access is carefully controlled and monitored, and there are also a number of historic agreements that require Deer Crest to continue to be a gated community, that original purpose is implemented by the gates and there would be no additional benefit by requiring a disconnect.

Please eliminate the disconnect requirement because:

- 1. It will impair emergency services to Deer Crest if the disconnect is required.**
- 2. It will increase traffic through Deer Crest residential areas if the disconnect is required.**
- 3. It will increase traffic through the Queen Esther Gate if the disconnect is required.**
- 4. There is no benefit in requiring the disconnect since Deer Crest is and always will be a gated community.**

Marc Spellman
Tri State Metal Company
Imperial Zinc Corp.

Sent from my iPad

From: sgmacey@gmail.com
Sent: Monday, January 02, 2017 2:22 PM
To: Kirsten Whetstone
Subject: Application #PL-16-03209

To: Park City Planning Commission
RE: Above application affecting Slalom Village parcel within Deer Crest Master Planned Development

As a Deer Crest resident, we would like to request voting to eliminate the disconnect requirement because

- 1) it will increase traffic through Deer Crest (DC) residential areas if the disconnect is required.
- 2) it will significantly impair emergency services to DC, thereby putting residents in increased danger in case of an emergency.
- 3) It will increase traffic through the Queen Esther Gatehouse if the disconnect is required
- 4) DC is, and always will be, a gated community. Therefore, there is no benefit in requiring the disconnect.

Sincerely,
William and Sharon Macey
Lot 47, Summit View Drive,
Deer Crest

Typos and strange thoughts by iPad

Kirsten Whetstone

From: Michelle Leader <mbjleader@gmail.com>
Sent: Monday, January 02, 2017 2:20 PM
To: Kirsten Whetstone

Please eliminate the disconnect requirement because:

1. **It will impair emergency services to Deer Crest if the disconnect is required.**
2. **It will increase traffic through Deer Crest residential areas if the disconnect is required.**
3. **It will increase traffic through the Queen Esther Gate if the disconnect is required.**
4. **There is no benefit in requiring the disconnect since Deer Crest is and always will be a gated community**

**Thank you.
MichelleLeader
Lot 38**

Kirsten Whetstone

From: Neill Brownstein <neillb@wcrescent.com>
Sent: Monday, January 02, 2017 1:15 PM
To: Kirsten Whetstone; Don Taylor; Linda Brownstein; Neill Brownstein; Jim Tozer
Subject: From Neill & Linda Brownstein, 3611 Crestwood Ct, Park City 84060

Dear Park City Planning Commission ---

RE: Application #PL-16-03209 affecting Slalom Village parcel within Deer Crest Master Planned Development

Neill and Linda Brownstein are residents of Deer Crest since inception.

Please advise --on this topic which drastically impacts our neighborhood.

Please eliminate the disconnect requirement because:

- 1. It will impair emergency services to Deer Crest if the disconnect is required.**
- 2. It will increase traffic through Deer Crest residential areas if the disconnect is required.**
- 3. It will increase traffic through the Queen Esther Gate if the disconnect is required.**
- 4. There is no benefit in requiring the disconnect since Deer Crest is and always will be a gated community.**

Park City Planning Commission
[445 Marsac Avenue](#)
[Park City, Utah 84060](#)

Their email address is: kirsten@parkcity.org

.....
Neill & Linda - Park City, Utah
.....

Kirsten Whetstone

From: Eric Seuthe <ebseuthe@sbcglobal.net>
Sent: Monday, January 02, 2017 1:54 PM
To: Kirsten Whetstone
Cc: Don Taylor
Subject: pl-16-03209

to park city
i am a land owner in deer crest and american flag
there is no need whatsoever for the disconnect
eric seuthe

Kirsten Whetstone

From: Mark Weldon <mweldon@wioem.com>
Sent: Sunday, January 01, 2017 2:18 PM
To: Kirsten Whetstone; nellyweldon@gmail.com; don taylor
Subject: deer crest road termination

Kirsten,

It has been brought to my attention that park city is requiring us to comply the main road disconnect in deer crest.

My family has lived in Deer crest for 6 years and I work in Utah County. I have to commute to Utah County daily and it is a long drive. I have to make the drive at 5:00 am in the morning and it is dark, cold, time consuming and dangerous during the winter. I purchased our home in deer crest for a number of reasons but mainly the access to route 40 which a quick drive out the back gate. No where did anyone disclose the requirement of the road closing. The commercial hotel that is in the community would need to close as we can not have commercial trucks driving on the roads in deer crest as it is a hazard for homeowners and residents.

Bottom line there are about 50 good reasons just to leave the road issue alone and manage the situation via the gate control and let the association manage their own affairs. I sure failure to comply will result and a bunch of law suits.

Our family will take legal action to protect our rights to preserve the property values and the access to the road that was promised to us when we purchased our home.

I hope that you reconsider your position and support our request. If there is a going to be a vote on this in the near future we will need to be notified. If their is a deadline I want the right to get a legal injunctive relief to protect the use of our road as it is safe with the correct size for traffic, correctly positioned for bad weather and large commercial trucks and vans, well lit, security patrolled and it was represented by the real estate community, association and everyone that the road would be in place forever.

Thank you for supporting the community needs.

Mark Weldon
Weldon Industries
Wi Commercial Properties
813-248-9800 office
813-787-5910 cell



DEER CREST

December 9th, 2016

Park City Planning Commission
445 Marsac Avenue
Park City, Utah 84060

RE: Application #PL-16-03209 affecting Slalom Village parcel within Deer Crest Master Planned Development

To Whom It May Concern:

The Deer Crest Master Association supports Application #PL-16-03209 by Deer Crest Associates (DCA), the original Deer Crest developer, seeking to eliminate the requirement for a physical disconnect within Deer Hollow Drive (formerly Keetley Road) as it passes through the Slalom Village Development Parcel. The disconnect requirement was included in the original settlement agreement between Park City and DCA in order to restrict traffic from the freeway on the east, through Deer Crest and into Park City. The language in that settlement agreement requires a "disconnect" of Deer Hollow Drive by having it dead end at a cul-de-sac halfway down as you travel east from the western gate (commonly referred to as the Queen Esther Gate). There would be another dead end at a second cul-de-sac traveling up Deer Hollow Drive from the eastern gate (commonly referred to as the Jordanelle Gate). Both cul-de-sacs on Deer Hollow Road were expected to be within the Slalom Village Development Parcel, which is owned by DCA.

The disconnect requirement was included in the original settlement agreement before the Queen Esther and Jordanelle gates were contemplated. Those gates were constructed as part of the original development and now serve the same purpose of restricting access that was the basis for the disconnect provision. If the disconnect requirement is not eliminated and is ultimately enforced, it would require all traffic entering Deer Crest from the Jordanelle Gate to drive through the Deer Crest residential neighborhoods instead of up Deer Hollow Drive. This would include a number of heavy delivery vehicles that travel from the Jordanelle Gate to the hotel. It would also make access in and out of Deer Crest more difficult and more time consuming for many Deer Crest homeowners.

Construction of the cul-de-sacs would also impede and significantly extend the time required for fire and life safety vehicles to reach the hotel and more than half of the Deer Crest residences. All the foregoing issues would be exacerbated in winter weather when driving conditions are more treacherous.

RECEIVED
DEC 13 2016
PARK CITY
PLANNING DEPT.



DEER CREST

Not only would construction of the cul-de-sacs result in an increase of traffic within Deer Crest residential neighborhoods, but cul-de-sacs would actually increase traffic through the Queen Esther Gate. For example, even though some private vehicles and chauffeured vehicles coming from the airport or Salt Lake City are entitled to access Deer Crest through Park City and the Queen Esther Gate, they more typically access Deer Crest from Highway 40 through the Jordanelle Gate since it is faster, more direct and avoids getting caught up in Deer Valley ski traffic. If the cul-de-sacs were in place, such vehicles would instead use the Queen Esther Gate because the more cumbersome access through the Jordanelle side would be a less desirable alternative.

For all of these reasons, the Deer Crest Master Association supports this application. We urge you to make a recommendation to the City Council to eliminate the disconnect requirement. Thank you for your consideration.

Very truly yours,

W. James Tozer, Jr.
President, Deer Crest Master Association

Cc: Thomas Bennett
Diane H. Banks

4824-5956-0765, v. 2

DEER CREST MASTER ASSOCIATION

3672 W. DEER CREST ESTATES DR. • PARK CITY, UT • 84060 • PHONE: (435) 655-8215 • FAX: (435) 615-9157

Kirsten Whetstone

From: Jill Kaufman <jillbradandkids1@bellsouth.net>
Sent: Friday, December 02, 2016 2:20 PM
To: Kirsten Whetstone
Subject: Application #PL-16-03209; Project - Slalom Village parcel of the DeerCrest Annexation

Dear Kirsten - my husband, Bradford David Kaufman, and myself, Jill Ellen Kaufman, are the property owners of 3438 W. Snow Top Court, Park City, Utah. 84060. I am writing you to express our support of the proposed amendment to the Deer Crest Settlement Agreement and MPD dated December 29, 1995, to eliminate a requirement for a physical disconnect of the Deer Hollow Road as it passes through Deer Crest development at the approximate location of the Slalom Village Development Parcel. It is our desire that the permanent east and west gates remain and continue to function as they currently do to prevent unauthorized traffic on Keetley Road, per the Agreement.

We cannot attend the public hearing on December 14, 2016 and would appreciate your forwarding this email to the Planning Commision.

Thank you.

Sincerely, Jill Ellen Kaufman

Sent from my iPad

Kirsten Whetstone

From: Melinda Schlueter <mschlueter@provincegroup.com>
Sent: Wednesday, November 30, 2016 11:49 AM
To: Kirsten Whetstone
Subject: Application #PL-16-03209
Attachments: 20161130104625183.pdf

Ms. Whetstone,

Pursuant to the request of Mark Kerslake attached is a letter regarding Application PL-16-03209. Would you please forward it on to the Planning Commission.

Thank you.

Melinda Schlueter
Province Group/Newport Equities LLC
26 Corporate Plaza, Suite 260
Newport Beach, California 92660
Phone (949) 553-4800 ext. 8210
Fax (949) 706-7979
mschlueter@provincegroup.com



Mark J. Kerlake
3127 West Deer Crest Estates Drive
Heber, Utah 84032

November 30, 2016

Planning Commission
Park City

RE: Application PL-16-03209

Dear Commissioners:

I am a homeowner in the Deer Crest community (Lot 125) and have been for a number of years. I am writing to express my support that you vote to eliminate the disconnect requirement of Deer Hollow Road. Deer Hollow Road functions quite well as it is and the disconnect would needlessly force more traffic through the residential areas of Deer Crest. Disconnecting Deer Hollow Road would also make it more difficult and time-consuming for emergency and snow removal vehicles to access our neighborhoods and the St. Regis Hotel. I'm not sure of the genesis of the disconnect requirement, but it seems non-sensical to me. Therefore, I respectfully request that the Planning Commission vote to eliminate the disconnect requirement and make such recommendation to City Council. Thank you for your thoughtful consideration of this matter.

Very Truly Yours,


Mark J. Kerlake

Kirsten Whetstone

From: Letty Callinan <otcb@aol.com>
Sent: Wednesday, November 30, 2016 12:44 PM
To: Kirsten Whetstone
Cc: jim.callinan@osterweis.com
Subject: Re: Application PL-16-03209

Kirsten,

That is what I thought. Thank you for spelling it out so clearly.

Letty

Letty Callinan
otcb@aol.com
(415) 407-9405

-----Original Message-----
From: Kirsten Whetstone <kirsten@parkcity.org>
To: Letty Callinan <otcb@aol.com>
Cc: jim.callinan <jim.callinan@osterweis.com>
Sent: Wed, Nov 30, 2016 10:03 am
Subject: RE: Application PL-16-03209

Hi Letty,

Does this help?
There is not an exact dislocation.
The zoning map I sent shows two RC Zoned properties.
The Slalom Village site is the one that is not the St. Regis Hotel (ie. the other RC Zoned property).
It is in the general location of the end of the Ski Lift noted on this attachment.
The Slalom village site is on both sides of the Deer Hollow Road (aka Keetley Road) – generally near the bottom of the Deer Crest Chair lift.

Kirsten

Kirsten A. Whetstone, MS, AICP
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060

From: Letty Callinan [mailto:otcb@aol.com]
Sent: Tuesday, November 29, 2016 9:47 PM

To: Kirsten Whetstone
Cc: jim.callinan@osterweis.com
Subject: Re: Application PL-16-03209

Kirsten,

Thank you for sharing the maps. I have to admit I still find it a bit confusing as to where the Slalom Village is planned. The Location Map has no reference points.

Letty
Letty Callinan
otcb@aol.com
(415) 407-9405

-----Original Message-----
From: Kirsten Whetstone <kirsten@parkcity.org>
To: Letty Callinan <otcb@aol.com>
Cc: jim.callinan <jim.callinan@osterweis.com>
Sent: Tue, Nov 29, 2016 7:55 pm
Subject: RE: Application PL-16-03209

Hi Letty

I've included the map that might help you with this. The pink zoned RC parcels are 1) St. Regis Hotel and 2) unbuilt Slalom Village (as a note- we do not have a development application for the Slalom village parcel, but there is a Master Plan for future development there- would still require planning commission permission and public hearing prior to any construction).

The disconnect is a current requirement of the Deer Crest Master Planned Development (MPD) and Settlement Agreement- that Keetley Road (which I think is now called West Hollow Road) is disconnected so through traffic from US 40 to Park City is not allowed. Deer Crest Associates is requesting an amendment to that MPD to allow the existing east and west perimeter gates to continue as permanent gates, operated as they currently do, to create that disconnect instead.

Their request is for West Hollow Road to function as it does today- where traffic from US 40, East Gate to St. Regis, Snow Top, Hidden Hollow, and to the West Gate can continue as it does today. If the request is not approved then all of this traffic would have to take Deer Crest Estates Road (the one that winds through the Deer Crest Estates neighborhood) to get to the St. Regis, Snow Top, etc. Anyone authorized to go on to Park City from Deer Crest, would be able to take West Hollow Road.

When the MPD was approved they did not anticipate the east and west gates becoming the permanent disconnect of traffic from US 40 to Park City (that is for those not authorized to travel through).

Let me know if you have questions.
It is confusing!

Sincerely,

Kirsten

Kirsten A. Whetstone, MS, AICP
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060

From: Letty Callinan [mailto:otcb@aol.com]
Sent: Monday, November 28, 2016 11:17 PM
To: Kirsten Whetstone
Cc: jim.callinan@osterweis.com
Subject: Application PL-16-03209

Dear Kirsten,

I am a homeowner in Deercreech (Lot 5U and 6U) and received your Notice of Public Hearing regarding the request to amend the Deer Crest Settlement Agreement to eliminate the requirement for a physical disconnect of Deer Hollow Road as it passes through Deercreech.

After reviewing all of the information I could find online, I am still very confused. Could you please provide me with the following:

- A map showing the location of the Slalom Village Parcel and the proposed usage
- The exact location of the planned disconnect. Am I to assume that the existing Deer Hollow Road which currently runs from the West gate entrance up to Deer Crest Estate Drive is to becoming disconnected so that we can no longer travel from one end to the other?

Thank you for your clarification.

Warmly,

Letty and Jim Callinan

Letty Callinan
otcb@aol.com
(415) 407-9405

First Amendment to the Telemark Park Settlement Agreement

This First Amendment to the Settlement Agreement by and between Park City Consolidated Mines Company, Inc., a Utah corporation, Trans-Wasatch Company, L.L.C, and Utah limited liability company (collectively, the Property Owners) and Park City Municipal Corporation, a political subdivision of the State of Utah, dated December 29, 1995 (the Telemark Park Settlement Agreement or the Settlement Agreement), is entered into this 8 day of April, 1997 by and between Deer Crest Associates I, L.C., the successors in interest to the settling Property Owners and Park City Municipal Corporation (Park City). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Deer Crest Associates I, L.C., the successor in interest to the Property Owner's interest in the Settlement Agreement, and Park City Municipal Corporation hereby agrees to modify the Telemark Park Settlement Agreement as follows:

1. Add new paragraph 3.14 to define the terms construct and construction as follows:

3.14 **Construction.** The term "construct" or "construction" means and refers to any development or construction activity (vertical or horizontal, combustible or non-combustible) for which a permit would be required by Wasatch County or Park City.

2. Paragraph 5.2 is hereby revised to read as follows:

5.2 Density, Use and Configuration. The Development Plan for the entire Property as anticipated in this Agreement shall not exceed 545 units (150 single-family, 395 multi-family units) with 42,000 gross square feet of commercial space and a 20,000 gross square foot Ski Academy. The parties agree that there shall not be more than:

- (a) 338 residential units,
- (b) support commercial space up to 5% of the gross square footage of the Slalom Village Area multi family units and the Roosevelt Gap Development,
- (c) 10,000 square feet of support commercial space at the Little Baldy Neighborhood, and
- (d) amenities and recreation facilities as generally identified and depicted herein,

all within the perimeter gates of the Property with access to Park City via Keetley Road through the west perimeter gate. Approximately an additional 182 multi-family units and a 20,000 square foot Ski Academy located within the Telemark Park Village shall have vehicular access to Park City only via U.S. Highway 40 and S.R. 248.

Units Lying West of East Perimeter Gate

	<u>Single Family</u>	<u>Multi-Family</u>	<u>Maximum Size Per Multi-Family Unit</u>
Snowtop	15	0	
Hidden Hollow	4	0	
Roosevelt Gap Dev.	0	105	2,000 sq. ft./unit
Little Baldy	60	0	
Slalom Village	5	83	2,400 sq. ft./unit
St. Louis	66	0	
Sub-Total	150	188	

Units Lying East of East Perimeter Gate

	<u>Single Family</u>	<u>Multi-Family</u>	
Telemark Park Village	0	182*	varied sq. ft.
*Density may increase as provided herein			

Snow Park Hotel Site

Snow Park Hotel Site	25*	2,000 sq. ft./unit
*Density may increase as provided herein		

3. Paragraph 5.2.1 is hereby revised to read as follows:

5.2.1 Snowtop/Hidden Hollow. The Amended Density Determination contains an approval for 19 single family lots in the Snowtop/Hidden Hollow neighborhoods. Property Owners will prepare a plat for the development of 15

single family lots in the Snowtop neighborhood which they will submit to Wasatch County for review and consideration, with timely written notice and copies of all materials submitted to Wasatch County to Park City. The Hidden Hollow property comprises roughly 84 acres, upon which Property Owners propose to develop four single family Estate lots, with building envelopes, areas of disturbance, limits of disturbance and open space conservation easements, all as generally depicted on the map (for both Snowtop and Hidden Hollow) attached hereto as Exhibit "D."

4. Paragraph 5.2.1.1 is hereby revised to read as follows:

5.2.1.1 Annexation Procedure for the Snowtop/Hidden Hollow Area. Upon dismissal of the Action with prejudice, temporary physical disconnection of the Keetley Road (as provided in Section 4.4 above), Property Owners may submit a complete application for annexation of the Snowtop/Hidden Hollow Area. Upon Wasatch County's approval of the final plat for a 15 lot subdivision of the Snowtop neighborhood, Property Owners shall submit to Park City a complete petition for annexation, as limited by this Section, for the Snowtop/Hidden Hollow Area, with irrevocable offers of dedication of designated open space and conservation easements of contiguous property (the Snowtop/Hidden Hollow Area), all as depicted on Exhibits "D" and "N." The parties agree and acknowledge that if the portion of the complete petition for annexation for the Snowtop neighborhood is submitted in the form of a final unrecorded plat, Property Owners shall be entitled to an expedited annexation review process (Expedited Petition), more fully described below. Property Owners' Expedited Petition for annexation for the Snowtop/Hidden Hollow Area may be submitted without a visual analysis or annexation

fee. Any petition for annexation of the Snowtop/Hidden Hollow Area shall provide for affordable employee housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing obligation for the Snowtop/Hidden Hollow area shall be one (1) unit. Property Owners' affordable employee housing obligation can be satisfied anywhere on the Property, at Property Owners' discretion. The Park City staff and the City Council have reviewed Exhibit "D" and have found the same to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of an Expedited Petition for annexation and irrevocable offer for dedication, Park City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information requested by Park City or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 120 days from such notice and submission of the Expedited Petition within which to annex the Snowtop/Hidden Hollow Area. Prior to application for annexation, and during annexation review, Property Owners shall not engage in any construction activity within the Snowtop/Hidden Hollow Area. Property Owners will attempt to supply the additional information necessary for its consideration, review and approval of the Expedited petition for annexation. Upon the expiration of the 120 day period following the submission of an Expedited Petition for annexation, Property Owners may record the final plat and obtain building permits from Wasatch County for the construction of the Snowtop Neighborhood as a Wasatch County development, but the irrevocable offers of dedication of designated open space and conservation easements made pursuant to this Section 5.2.1.1 shall continue in force.

Property Owners will not object to or interfere with Park City's efforts to annex the Snowtop neighborhood after the lesser of one year or the completion and/or installation of the infrastructure.

5. Paragraph 5.2.3 is hereby revised to read as follows:

5.2.3 Slalom Village. Property Owners will seek to amend the 1991 Density Determination to allow for the development of the Slalom Village Area, with no more than 83 multi-family units (2,400 sq. ft/unit, which shall not be deemed unit equivalents under *Park City Land Management Code*) (of which not less than 60% of the units developed shall be concentrated into a single structure (the "Primary Village Structure")), with support commercial up to five percent (5%) of the gross square footage of the Slalom Village structures and appropriate amenities, all within the Slalom Village development envelope, along with five (5) single-family lots, and a ski chair lift which base terminal may be located in any reasonable location within a 1,100 foot radius of Slalom Village all as depicted in Exhibit "F."

Paragraph 5.2.3.1 is hereby revised to read as follows:

5.2.3.1 Annexation Procedure for the Slalom Village Area. Property Owners may submit an application for annexation of the Slalom Village Area at any time. Upon the approval of a final plat or record of survey in Wasatch County for any portion of the Slalom Village Area, but in all cases prior to application for a building permit for any portion of the Slalom Village, Property Owners will deliver to Park City a petition for annexation of the Slalom Village Area to Park City which shall be entitled to expedited

done

review (the Expedited Petition). Any petition for annexation of the Slalom Village Area shall provide for affordable employee housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing shall be four percent (4%) of the total number of units within the Slalom Village Area. At their own discretion, Property Owners' affordable employee housing obligation can be satisfied within any unincorporated area of the Property. The Park City staff and City Council have reviewed Exhibit "F" and have found the same to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of the Expedited Petition for annexation, Park City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information requested by Park City or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 120 days from such notice and submission of the petition within which to annex the Slalom Village Area. The complete Expedited Petition delivered to Park City as outlined above shall be exclusive to Park City for 120 days, and during such period Property Owners shall not pull building permits or engage in any construction activity except as explicitly described herein. Upon the expiration of the 120 day period, following submission of an Expedited Petition, Property Owners may obtain building permits from Wasatch County for the construction of Slalom Village as a Wasatch County development, but will not object to or interfere with Park City's efforts to annex Slalom Village Area after the lesser of one year or the completion and/or installation of the infrastructure. Park City shall promptly commence and process the annexation review upon complete petition filed by Property Owners.

7. Paragraph 5.2.3.2 is hereby revised to read as follows:

5.2.3.2 Annexation Agreement. If Slalom Village is annexed into Park City, then the following conditions of development shall bind the parties: (a) the density of Slalom Village Area shall not exceed 83 multi-family units (maximum 2,400 sq. ft./unit) with support commercial space up to 5% of the gross square footage and appropriate amenities, five(5) single-family lots, (b) a ski chair lift shall be constructed within a 1,100 foot radius of the Primary Village Structure at Slalom Village prior to the issuance of a certificate of occupancy for any portion of the Slalom Village Area, (c) the Primary Village Structure shall be placed to physically disconnect the historical configuration of Keetley Road, and (d) the Property Owners shall irrevocably grant limited conservation easements to the ski run(s) and remaining areas, as so depicted in Exhibit "N." Property Owners shall offer, but Park City shall not accept the conservation easements until the ski runs and appurtenant ski facilities are built or for a period of one year from certificate of occupancy, whichever is earlier. As more fully described in Section 5.2.2.1 above, Property Owners may transfer up to ten (10) single-family and/or multi-family units from the Slalom Village Area to Telemark Park Village outside the eastern perimeter controlled access gate, in exchange for an increase of up to ten (10) multi-family units being added to the Snow Park Hotel Site, upon Park City's consent. ✕

8. Paragraph 5.2.3.3 is hereby revised to read as follows:

5.2.3.3 Development Alternatives to Slalom Village. In the event Property Owners elect not to construct the development described in Section 5.2.3 above, then

Property Owners shall have the right to develop a single family subdivision not to exceed twelve (12) lots in place of the 83 multi-family units. The twelve (12) lots shall be platted in Wasatch County and may be recorded within the Slalom Village development envelope with limits of disturbance established by Wasatch County and as generally depicted in Exhibit "S." The Park City staff and City Council have reviewed Exhibit "S," and found said exhibit to be generally acceptable as to density, use and configuration. The twelve (12) single-family lots are in addition to the five (5) lots shown on Exhibits "C" and "F". Property Owners shall have the right to develop the 12 single-family lot subdivision as a Wasatch County development. In the event Property Owners elect to develop the twelve (12) single-family lot subdivision, then Property Owners shall realign and construct Keetley Road as depicted on Exhibit "S," wherein Slalom Village becomes a cul-de-sac that is not accessible from the eastern portion of Keetley Road except via St. Louis Drive.

9. Paragraph 5.2.3.7 is hereby revised as follows:

5.2.3.7 **Ski Academy**. The parties understand and agree that the 20,000 square foot Ski Academy, which Deer Crest Associates I, L.C. may construct at Telemark Park Village (now known as Jordanelle Village Resort), shall be used as an academic athletic institution and/or ski training facility whose students/attendees are expected to reside within the Telemark Park Village and/or Amended Telemark Park Resort (now known as Deer Crest). Alternatively, Property Owners may use the 20,000 square foot Ski Academy or other approved structure in a manner that will result in similar impacts to the area within the Property.

10. Paragraph 5.2.3.10 is hereby revised as follows:

5.2.3.10 Slalom Village Parking. Property Owners may construct no more parking stalls underneath the Slalom Village multi-family unit structure than are required to service that structure as may be required by the appropriate Wasatch County official(s). The parking structure at Primary Village Structure may be accessible from Park City so long as the connection between the parking levels is designed to Park City's reasonable satisfaction in such a manner that sufficiently discourages the tendency to use the Keetley Road as a means of vehicular travel from U.S. 40 to Park City. It is contemplated that such will be accomplished by the construction of a multi-level structure with vertical separation between the east and west parking entrances, and an internal ramping and gate system.

11. Paragraph 5.2.6 is hereby revised as follows:

5.2.6 Telemark Park Village. Property Owners will seek to amend the 1991 Density Determination in Wasatch County as depicted in Exhibits "B" and "C," wherein the Telemark Park Village shall contain a density of 188 multi-family units, a 20,000 square foot ski academy and identified commercial space. Property Owners may increase the density of the Telemark Park Village as described in Sections 5.2.2.1 and 5.2.6.2.

12. Paragraph 5.3.1 is hereby revised follows:

5.3.1 Timing of Annexation of Snowtop/Hidden Hollow Area, Roosevelt Gap Development and Slalom Village. As more particularly described in Sections

5.2.1.1, 5.2.2.4 and 5.2.3.1, Property Owners contemplate submitting petitions of annexation, as more fully described herein, for the Snowtop/Hidden Hollow Area, Roosevelt Gap/Snow Park Area and Slalom Village Area to Park City. With respect to the Snowtop Neighborhood and Slalom Village Area, these development areas will be petitioned for annexation either as agreed, or as platted or surveyed (and depicted in Exhibits "D" and "F") in Wasatch County. Park City shall have a specified number of days in which to annex the area(s) submitted on Expedited Petitions. Park City may, but is not required to, allow Property Owners to pursue not more than two (2) Expedited Petitions for annexation of the Snowtop/Hidden Hollow Area, Roosevelt Gap Development or the Slalom Village Area concurrently, simultaneously, or within the same time period.

13. Paragraph 5.3.1.2 is hereby revised as follows:

5.3.1.2 **Track II for Annexation by Park City.** In the event Property Owners are not prepared to record plats or records of survey and have not secured all necessary utilities for the Snowtop Neighborhood Area or Slalom Village Area in Wasatch County, Property Owners may submit petitions for annexation of the Snowtop/Hidden Hollow Area, Roosevelt Gap/Snow Park Area or the Slalom Village Area to Park City sequentially, in any order as determined by Property Owners, with no two petitions being considered by Park City for approval simultaneously without prior approval from Park City. After the passage of the time period in which Park City shall have the exclusive right to review and approve a petition for annexation (120 or 180 days as defined herein), Property Owners may submit for review and consideration a second

petition for annexation of any additional annexation area as contemplated herein. If Property Owners request Park City's assistance in securing utility services and/or other development infrastructure for the Snow Top/Hidden Hollow Area or Slalom Village Area, then the annexation period may be extended for an additional six months at Park City's discretion.

14. Paragraph 5.11.1 is hereby revised as follows:

5.11.1 Right to Construct Roads, Ski Runs, Lift and Related Appurtenances.

The parties acknowledge and agree that certain roads, six (6) ski runs, one (1) ski access trail, one (1) ski lift and certain lift and related appurtenances within the areas contemplated for annexation herein are necessary for the development of areas not contemplated for annexation. In the event Property Owners proceed to develop non-annexation areas prior to Property Owners' petition for annexation, Park City agrees not to interfere with the construction of improvements identified below pursuant to Wasatch County approvals and building permits. Such construction shall not alter the Property Owners' obligations, as set forth and contemplated herein, to offer the first annexation of those areas prior to February 2, 1998 (and the last offer no later than October 31, 1998) and to not construct any further infrastructure or improvements within the proposed annexation areas prior to the determination of annexation, as provided in this Settlement Agreement. The roads, utilities, ski runs, ski lifts and related appurtenances which may be constructed prior to any petition for annexation, or any plat or record of survey approved within the annexation areas are depicted on the attached Exhibits "Z-1" and "Z-

2" and are more particularly described in Paragraph 5.11.1.1, 5.11.1.2 and 5.11.1.3, below:

5.11.1.1 **Ski Lift, Ski Runs and Related Improvements.** Deer Crest Associates I, L.C. intends to add ski terrain to Deer Valley Resort for the 1997-98 ski season. To complete the work Deer Crest Associates I, L.C. will commence work in early Spring 1997 before completing any annexation process. Accordingly, Deer Crest Associates I, L.C. may proceed to complete construction of six (6) ski runs and one (1) ski access trail, including grading and widening, plus any utilities and facilities (i.e., Deer Crest Chairlift) located in the areas shown on Exhibits "Z-1" and "Z-2." The acreage of said runs will be approximately 34 acres. Also, Homerun ski trail (portions of which were constructed Summer '96) may be widened and/or constructed consistent with Paragraph 5.11.1.3 below and Exhibit Z-2. The first step will be a "line of sight" survey for the Deer Crest Chair Lift. Construction will include related improvements such as snowmaking/irrigation/fire protection lines (one common "green line") and equipment, electric power to operate the lifts, transformer housings, telephone lines, an inconspicuously placed maintenance/storage building not exceeding 500 square feet, drainage and water quality control devices, etc., as well as a 250 square foot temporary office at the base of the lift for the use by the operator of the ski facilities (not to be used for real estate sales or promotion). Deer Crest Associates I, L.C. may also construct water and sewer lines along the side of the Kid's Delight run adjacent to Lots 1 through 5, water

lines along the side of the Weasel Run to Roosevelt Gap, and the sewer line along the Deer Hollow Run from Roosevelt Gap to Deer Hollow Road.

5.11.1.2 **Other Open Space Improvements.** Deer Crest Associates I, L.C. will construct or restore in the open space and annexation areas contemporaneously with the construction identified in subparagraph 5.11.1.1 above, biking and hiking trails as shown on Exhibit "Z-2," (i.e., restoration and/or construction of super spin and spin cycle).

5.11.1.3 **Roads Serving Non-Annexation Areas.** Deer Crest Associates I, L.C. may proceed with construction of Deer Hollow Road (formerly known as Keetley Road), Summit Drive (formerly known as Little Baldy Road) and Deer Crest Estates Drive (formerly known as St. Louis Drive) all of which access a non-annexation area. Also, Home Run will serve as the temporary secondary access to such areas and may have to be widened in places. Road construction will also include the permanent west gates and gate house as well as utilities (sanitary sewer, water, irrigation, storm water, power, telephone, gas, and cable tv) in the roadway corridors, and improvements associated with the roadways such as retaining walls, guardrails, lighting, signs, and certain utilities that must be placed in the roadway or adjacent open space areas.

5.11.1.4 **Mini-Review Process.** Deer Crest Associates I, L.C. will provide Park City with plans and applications relating to the construction activities provided under this Section 5.11.1, twenty-one (21) days in advance of filing the same with

Wasatch County for Park City's substantive review and comment for conformance with the Settlement Agreement, as amended.

5.11.1.5 Review Fees. Upon submitting any application under 5.11.1.4 Property Owner shall pay all Park City Community Development permit review fees associated with permitted construction activity within the annexation areas.

15. Add new paragraph 5.13 to define terms of timing annexation applications as follows:

5.13 Timing of Annexation Applications. Pursuant to subparagraphs 5.2.1.1, 5.2.2.4 - 5.2.2.6, 5.2.3.1 Deer Crest Associates I, L.C. is obligated to submit complete applications for annexation of the Snowtop/Hidden Hollow Area, Roosevelt Gap Development Area, and Slalom Village Area. Property Owners may submit an application for annexation to Park City of one or all of these areas at anytime, but shall submit the first application for annexation to Park City of these areas no later than February 2, 1998 and the last application for annexation to Park City of these areas no later than October 31, 1998.

16. Paragraph 7.4 is hereby revised to read as follows:

7.4 Notice. Except where a longer period is provided in Section 5.11.1 above, Deer Crest Associates I, L.C. will provide Park City with copies of plan packages and other processing documents (i.e. building permit applications) to be filed by

Deer Crest Associates I, L.C. in Wasatch County ten (10) days in advance of filing with the County. Upon receipt, Deer Crest Associates I, L.C. will promptly provide Park City with copies of any written communications from Wasatch County in response to such submittals. Deer Crest Associates I, L.C. will attempt to accommodate Park City's comments under Paragraph 5.11.1.4 and this Paragraph 7.4 in the spirit of good faith and cooperation before any submittal is made to Wasatch County. To the extent notice is required by this Agreement, such notice shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses:

Deer Crest Associates I, L.C.:

c/o LCC Properties Group, L.C.
David M. Luber
Managing Member
136 Heber Ave. Suite 308
P.O. Box 8888
Park City, Utah 840060

Park City Municipal Corporation

Toby Ross
City Manager
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060

Executed this 8 day of April, 1997.

DEER CREST ASSOCIATES I, L.C.

By: LCC PROPERTIES GROUP, L.C.


By: David M. Lubcr
Managing Member

PARK CITY MUNICIPAL CORPORATION


By: Bradley A. Olch, Mayor

ATTEST:


Jan Scott, City Recorder

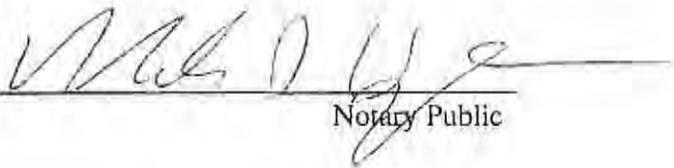


APPROVED AS TO FORM:


Jodi Hoffman, City Attorney

STATE OF UTAH)
) SS.
COUNTY OF SUMMIT)

On this 8th day of April, 1997, personally appeared before me David M. Lubber, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the Managing Member of DEER CREST ASSOCIATES I, L.C., by LCC PROPERTIES GROUP, L.C. and that said document was signed by him in behalf of said corporation by authority of its bylaws (or of a Resolution of its Board of Directors), and said David M. Lubber acknowledged to me that said corporation executed the same.



Notary Public

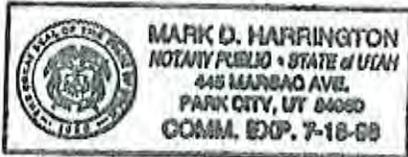


EXHIBIT "B"
DEVELOPMENT PLAN

SECOND AMENDMENT TO THE TELEMAR PARK SETTLEMENT AGREEMENT

This Second Amendment to the Telemark Park Settlement Agreement (this "Second Amendment") is entered into this 6th day of April, 2001 by and between Hidden Hollow Associates, LLC, a Utah limited liability company ("Hidden Hollow"), Deer Crest Associates I, L.C., a Utah liability company ("Deer Crest") and Park City Municipal Corporation, a political subdivision of the State of Utah ("Park City").

Recitals

A. Pursuant to a Settlement Agreement between Park City Consolidated Mines Company, Inc., a Utah corporation ("Consolidated Mines"), Trans-Wasatch Company, L.L.C., a Utah limited liability company ("Trans-Wasatch"), and Park City dated December 29, 1995 (the "Settlement Agreement"), the parties thereto made reciprocal promises affecting among other parcels, the parcel of land described in Exhibit "A" (the "Hidden Hollow Property").

B. The parties to the Settlement Agreement agreed that four (4) single family Estate lots would be permitted on the Hidden Hollow Property, with building envelopes, configurations, and other features further specified within the Settlement Agreement and its Exhibits.

C. Pursuant to a First Amendment to the Settlement Agreement between Deer Crest, the successor in interest to Consolidated Mines and Trans-Wasatch with respect to a portion of the subject property, and Park City dated April 8, 1997 (the "First Amendment"), the parties thereto made certain revisions of and clarifications to the Settlement Agreement.

D. Deer Crest and Park City approved additional revisions of and clarifications to the Settlement Agreement in December of 1998, but never recorded said amendments in written form. The parties now wish to include those revisions in this Second Amendment (Paragraph 5, below).

E. Hidden Hollow owns the Hidden Hollow Property and is the successor in interest to all of the rights and obligations in the Hidden Hollow Property which resulted from the Settlement Agreement and the First Amendment.

F. Upon Hidden Hollow's application to Park City to subdivide the property, Hidden Hollow expressed its willingness to redesign the subdivision based upon input from the Park City Community Development staff and the Park City Planning Commission. Several of the more visible building envelopes were eliminated, thereby decreasing opportunities for building sites. In exchange for this concession, Park City agreed to allow five (5) single family Estate lots on the Hidden Hollow Property with the building envelopes, configurations, and other features further specified in this Second Amendment.

G. The parties to this Second Amendment wish to amend the Settlement Agreement and the First Amendment to reflect Park City's decision to allow five (5) single family Estate lots on the Hidden Hollow Property with the building envelopes, configurations, and other features further specified in this Second Amendment. Park City wishes to do so without decreasing the total number of lots permitted to the owners of other real property parcels which were subject to the Settlement Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Second Amendment, intending to be legally bound, hereby agree as follows:

1. The following paragraphs in the Settlement Agreement and the First Amendment are hereby amended to delete references to four (4) single family Estate lots on the Hidden Hollow Property, and references to five (5) single family Estate lots on the Hidden Hollow Property are hereby inserted in place of the deleted references:

Settlement Agreement	First Amendment
Paragraphs 5.2 to 5.2.1.5, inclusive; Exhibit B, "Develop. Density Table"	Paragraphs 2 and 3

2. The following paragraphs in the Settlement Agreement and the First Amendment are hereby amended to delete references to one hundred fifty (150) total single family units lying West of the East Perimeter Gate, and references to one hundred fifty-one (151) total single family units lying West of the East Perimeter Gate are hereby inserted in place of the deleted references:

Settlement Agreement	First Amendment
Paragraph 5.2(e)	Paragraph 2

3. The following paragraphs in the Settlement Agreement and the First Amendment are hereby amended to delete references to five hundred forty-five (545) units, and references to five hundred forty-six (546) units are hereby inserted in place of the deleted references:

Settlement Agreement	First Amendment
Paragraph 5.2	Paragraph 2

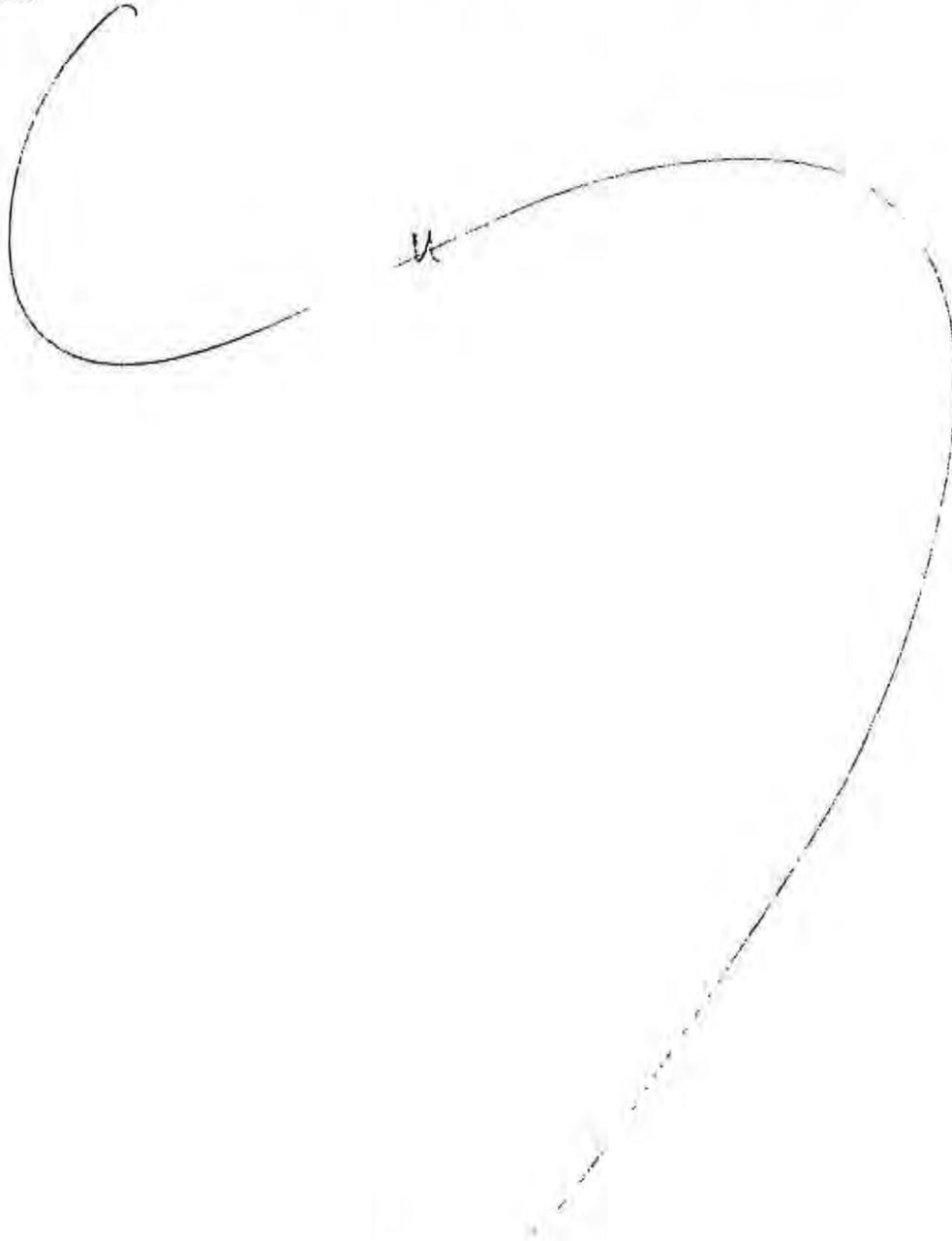
Any other references in the Settlement Agreement and First Amendment to unit numbers which should be increased by virtue of the increase in total single family units from one hundred fifty (150) to one hundred fifty-one (151) shall be deemed so increased.

4. The map attached hereto as Exhibit "B" supersedes any inconsistent exhibits contained in the Settlement Agreement and First Amendment for the Hidden Hollow and Snow Top property, including, but not limited to, Settlement Agreement Exhibits "B", "D", "N" and "U" and First Amendment Exhibits "B", "D", "N" and "U". Accordingly, for purposes of the Settlement Agreement, as amended, and development of the Hidden Hollow and Snow Top properties, Exhibit "B" controls over other plats and maps.

5. Paragraph 5.2.2.5 of the Settlement Agreement is hereby deleted, and replaced by the following amended Paragraph 5.2.2.5, approved by the City Council of Park City in December of 1998:

5.2.2.5 Annexation Agreement for Alternative A for the Roosevelt Gap/Snow Park Hotel Area. If the Roosevelt Gap/Snow Park Development Area is annexed into Park City under Alternative A, then the following conditions of development shall bind the parties: (a) the density of the Roosevelt Gap Lodge shall not exceed 105 Park City Unit equivalents; (b) the funicular tramway shall be installed at the earliest opportunity; (c) Property Owners shall make offers of dedication of conservation easements, and shall designate development envelopes, all as depicted in Exhibit "N" attached hereto; (d) the remainder of the Roosevelt Gap/Snow Park Development Area shall be dedicated open space to Park City as depicted in Exhibit "N" attached hereto; and (e) there shall be no overnight parking at Roosevelt Gap Lodge unless the Planning Commission approves overnight parking at Roosevelt Gap Lodge in conjunction with a Master Planned Development of a luxury resort hotel, upon Property Owner's demonstration that the remainder of the Project has been modified to result in no net increase of traffic on the Keetley Road as a consequence of the provision of overnight parking at Roosevelt Gap. The Planning Commission may approve up to 105 overnight parking spaces at Roosevelt Gap without further Council action.

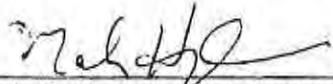
6. Any references within the Settlement Agreement or the First Amendment which are inconsistent with the intent of the parties to this Second Amendment, as set forth in paragraph "G" in the "Recitals" section and paragraphs 1, 2, and 3, above of this Second Amendment, are hereby reformed and shall be construed to be consistent with this Second Amendment.

A large, handwritten signature in black ink, consisting of a large, sweeping loop on the left and a long, curved stroke extending to the right, ending in a small flourish.

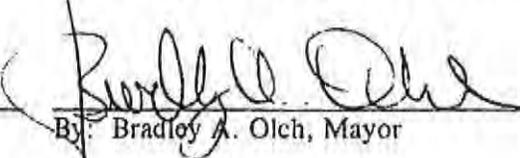
IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first written above.

APPROVED AS TO FORM:

PARK CITY MUNICIPAL CORPORATION



Mark Harrington, City Attorney



By: Bradley A. Olch, Mayor

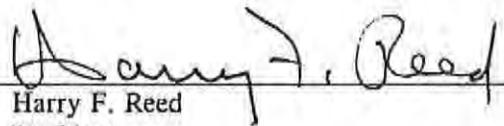
ATTEST:



Jan Scott, City Recorder



HIDDEN HOLLOW ASSOCIATES, LLC
By: Skyline Land Company, Inc.
Its: Manager



By: Harry F. Reed
Its: President

DEER CREST ASSOCIATES I, L.C.
By: Grand Harvest Venture, LLC
Its: Manager



By: Angela C. Sabella
Its: Manager

**EXHIBIT "A" To Second Amendment to
Telemark Park Settlement Agreement**

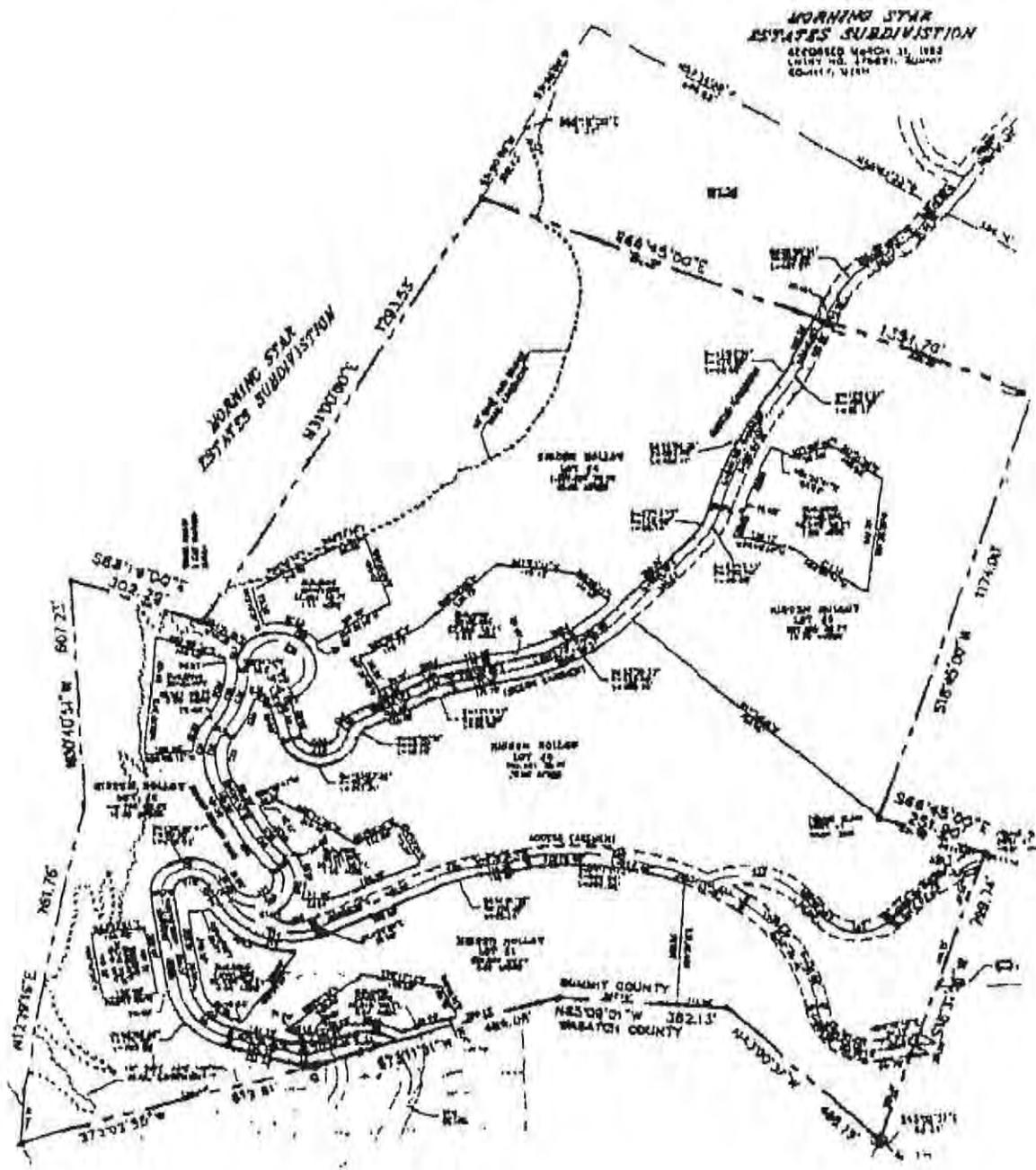
Beginning at a point on the Summit-Wasatch County line, said point being South 0°30'11" West 529.16 feet along the section line and East 5719.73 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 4°33'29" East 142.89 feet; thence North 12°19'16" East 761.76 feet; thence North 0°40'51" West 620.11 feet more or less; thence along the South line of the Republican Mining Claim (MS 4980) South 68°19'00" East 310.72 feet more or less; thence along the East line of the Republican Mining Claim North 31°00'00" East 1281.41 feet more or less; thence along the North line of the Queen Esther No. 5 Mining Claim (MS 6979) South 66°45'00" East 1350.12 feet more or less; thence along the East line of the Queen Esther No. 4 and the Queen Esther No. 5 Mining Claims South 18°45'00" West 1174.00 feet more or less; thence along the North line of the Queen Esther No. 3 Mining Claim South 66°45'00" East 251.90 feet more or less; thence along the East line of the Queen Esther No. 3 Mining Claim South 18°31'58" West 799.74 feet; thence along the Summit-Wasatch County line the following 4 courses: 1) North 43°00'37" West 488.15 feet; thence 2) North 85°09'01" West 382.13 feet; thence 3) South 73°11'51" West 485.08 feet; thence 4) South 73°02'55" West 812.81 feet to the point of beginning.

TOGETHER WITH all rights-of-way and easements appurtenant to such real property set forth in the Declaration of Easements, Covenants and Restrictions, recorded July 1, 1996 as Entry No. 457356 in Book 975 at Page 335 of the official records of the Summit County Recorder.

TOGETHER WITH Water Right No. 35-8833, Certificate No. 3006, as such right is more particularly defined in the records of the Utah Division of Water Rights.

EXHIBIT "B"

To Second Amendment to Telemark Park Settlement Agreement





April 18, 2016

Deer Crest Janna, LLC
 500 Mamaroneck Ave, Suite 406
 Harrison, NY 10528

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-16-03101
<u>Subject</u>	St Regis Deer Valley
<u>Project Address</u>	2300 Deer Valley Drive
<u>Description</u>	Amended Deer Crest Hotel Conditional Use Permit
<u>Action Taken</u>	Approved as amended at the Planning Commission meeting.
<u>Date of Action</u>	April 13, 2016

On April 13, 2016, the Park City Planning Commission conducted a public hearing and approved an application for an amendment to condition #14 of the June 18, 2009, amended Deer Crest Hotel Conditional Use Permit (CUP), also amending conditions of approval #3 and #4 of the April 23, 2014, amended Deer Crest Hotel CUP regarding timing of construction for Phases 2 and 3 at the Snow Park site. Final action is subject to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. This application is a part of a larger Master Planned Development known as the Deer Crest Annexation MPD and is subject to the 1995 Deer Crest Settlement Agreement, as amended in December of 1998 and also in April 6, 2001, by the City Council. On February 28, 2001 Planning Commission approved the Deer Crest Hotel CUP (formally known as the Rosewood CUP). Amendments to the CUP were approved by the Planning Commission on July 25, 2001, March 24, 2004, May 11, 2005, April 22, 2009, and April 23, 2014. The City Council denied an appeal of the April 22nd approval on June 18, 2009.

2. The proposed density of 99.5 residential unit equivalents at Roosevelt Gap, 30.5 residential unit equivalents for Snow Park (total of 130 unit equivalents) and up to 5% of the gross floor area for support commercial uses with an additional 5% gross floor area for meeting space on the 12.07 acre development site is consistent with the Deer Crest Settlement, as amended.

3. The proposal is located in the RD (Residential Development) and RC (Resort Commercial) zoning districts subject to the Deer Crest Settlement Agreement and MPD.

4. A total of 244 parking spaces are required for the entire CUP, with a maximum of 146 spaces allowed at Roosevelt Gap and the remaining spaces required at Snow Park (north and south sites). The December 12, 2000, traffic and parking study by Sear-Brown relies on a guest and employee shuttle system, with a majority of the employee parking provided at Jordanelle Village off of Highway 40. With the shuttle system and parking provided at Jordanelle Village the existing parking, with the surface parking lots at Snow Park, is adequate to meet the demands of the existing uses.

5. A total of 105 overnight parking spaces, and up to 41 day use spaces, are allowed at the Roosevelt Gap site. Eight of these spaces are provided as tandem spaces for valet parking. The amended Settlement Agreement, allowed the Planning Commission to approve overnight parking in conjunction with a luxury hotel and upon demonstration that the remainder of the (Deer Crest) project has been modified to result in no net increase of traffic on Keetley Road.

6. A one- year review of the parking and traffic situation, after certificates of occupancy were issued, was conducted by the applicant and presented to the Planning Commission on January 11, 2012 to evaluate actual traffic and parking impacts of this project. No additional issues were raised and the traffic and parking impacts were found to be mitigated as approved.

7. It is the desire of the developer to build this project in three phases. The first phase is complete and consists of the 105 Roosevelt Gap hotel/condominiums (99.5 UE), including a restaurant, bar, and spa; the funicular and funicular building at Snow Park (the funicular building contains one condominium unit, common area for the hotel lobby and check in, back of house hotel uses, and two affordable housing units); and a temporary sales office with surface parking.

The second phase consists of the south parking structure at Snow Park with condominium units above (approximately 10 UE). The third phase consists of the north parking structure and condominium units above (approximately 20.5 UE). The total density approved for Snow Park is 30.5 UE.

8. During construction of the North Snow Park site when the 56 surface spaces are not available and until the north parking structure is complete, there will be a possible shortage of parking spaces at Snow Park. The applicants indicate that they can accommodate any shortfall during construction by tandem parking with valet service in the South Snow Park parking structure and within the porte-cochere/drop off area at Snow Park.

9. Staff has reviewed this application for an amendment to condition of approval #14 (of the 2009 CUP approval) as described in this staff report, and as amended with the April 2014 CUP approval and finds the application in compliance with the Conditional Use Permit criteria and consistent with the Deer Crest Settlement Agreement, as amended. Staff has also reviewed the request for an amendment to condition of approval #4 of the

2014 amended CUP approval and finds the application in compliance with the Conditional Use Permit criteria and consistent with the Deer Crest Settlement Agreement, as amended.

10. The surface parking was constructed to the requirements of a permanent surface parking lot, including paved surface, physical dimensions, landscaping, lighting, storm water, and a final finish treatment was applied to the retaining wall as previously conditioned.

11. Staff finds that these amendments provide clarity in terms of construction phasing and provision of an updated parking study.

12. The regulations and language in the Land Management Code regarding Conditional Use Permit review as well as Lot and Site regulations in the Residential Development (RD) District code have not substantially changed since the CUP approval and there has been no change in circumstance of the property that would necessitate submittal of a new Conditional Use Permit application.

Conclusions of Law

1. The Application complies with all requirements outlined in the applicable sections of the Land Management Code, specifically Sections 15.1.10 review criteria for Conditional Use Permits.

2. There is no change in Use. The approved Use was determined to be compatible with surrounding structures in use, scale, mass, and circulation.

3. The approved Use was found to be consistent with the Park City General Plan per the June 18, 2009 approval. The requested amendment is not contrary to the General Plan.

4. The proposal is consistent with the Deer Crest Annexation and the 1995 Deer Crest Settlement as amended.

5. The effects of any differences in use or scale have been mitigated through careful planning and conditions of approval.

Conditions of Approval

1. All standard project conditions shall apply.

2. All conditions of approval of the 1995 Deer Crest Settlement Agreement, as amended, continue to apply.

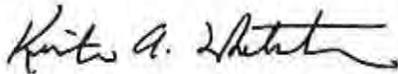
3. All conditions of approval of the Deer Crest Hotel CUP approved on February 28, 2001 (then known as the Rosewood CUP) and amended by the Planning Commission on July 25, 2001; March 24, 2004; May 11, 2005; and April 22, 2009 (with final approval by the City Council on appeal on June 18, 2009), and April 23, 2014, shall continue to apply, with the exception of Condition #14, amended again, with this April 13, 2016 CUP Amendment as follows:

14. The applicant shall submit a complete application and building plans for construction of the Phase 2 parking structure and condominium units at Snow Park South, on or prior to December 31, 2017. If plans are not submitted within this date, the prior CUP approval for Snow Park South shall expire and a new Conditional Use Permit application will be required to be reviewed by the Planning Commission prior to submittal of such building plans for the Snow Park Site. A complete building permit application for Phase 3 shall be submitted by December 31, 2020.

4. Prior to issuance of a building permit for Phase 2 the applicant shall submit for review by the Planning Department Staff an updated parking study for the St. Regis Deer Valley Hotel and an interim-parking layout, to be approved by the Planning Department Staff, addressing any temporary parking shortages that may occur due to loss of surface parking during construction at Snow Park.

If you have questions regarding your project or the action taken please don't hesitate to contact me at (435) 615-5066 or kirsten@parkcity.org.

Sincerely,



Kirsten A. Whetstone, MS, AICP
Senior Planner

Cc File



March 7, 2011

Greg Griffin
Deer Crest Janna, LLC
PO Box 4493
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-11-01189
<u>Subject</u>	2300 Deer Valley Dr. East
<u>Address</u>	2300 Deer Valley Dr. East
<u>Description</u>	CUP for Amenity Club
<u>Action Taken</u>	Approved with Conditions
<u>Date of Action</u>	February 23, 2011

On February 23, 2011, the Planning Commission called a meeting to order, a quorum was established, a public meeting was held, and the Planning Commission approved the Conditional Use Permit for an Amenity Club at the St. Regis Resort according to the findings of fact, conclusions of law and conditions of approval as follows:

Findings of Fact

1. On February 3, 2011, the City received a complete application for a conditional use permit for an amenities club to be located within the St Regis Resort hotel and to utilize existing hotel amenities, including the restaurant, bar, spa, ski lockers, fitness center, and pool. A total of 195 memberships are requested for the initial one year review period with a limit of 150 members residing outside of the Deer Crest gates. Membership is expected to include owners of units at the St. Regis Resort, homeowners in the Deer Crest residential area, and others from the community. Membership is for singles, couples, and families.
2. This application is reviewed under Section 15-1-10 (E) of the Land Management Code.
3. The property was posted and notice letters were mailed to property owners within 300' of the property. Legal notice was published in the Park Record.
4. The project has access from Deer Valley Drive and Deer Crest Estates Drive.
5. The property is located within the Recreation Commercial (RC) zoning district and is subject to the Deer Crest Settlement Agreement and the revised Deer Crest Hotel CUP as approved by the Planning Commission on April 22, 2009.
6. Amenity Clubs require a Conditional Use Permit in the RC zone.
7. No physical changes are proposed to the existing restaurant, bar, spa, fitness center or pool to increase the posted capacity limits. No exterior changes are

- proposed to the building or site.
8. The applicant provided a parking analysis (Exhibit B) demonstrating that there is adequate parking available for the parking requirements of the Club activities. During the busiest weeks (Christmas and Sundance) when the hotel was at its maximum occupancy the parking use was at 46% of capacity.
 9. The approved Deer Crest Hotel CUP for the St. Regis Resort allows for a total of 146 parking spaces at Roosevelt Gap (105 spaces for overnight use and 41 day use spaces) and 67 valet parking spaces at Snow Park with access to Roosevelt Gap via the funicular. There are 185 parking spaces at the Jordanelle lot serviced by the employee and guest shuttle.
 10. The St. Regis Resort utilizes a guest shuttle service. The shuttle service is available for Amenity Club members for transportation to and from the St. Regis.
 11. The Amenity Club will be operated and managed in accordance with provisions of the Membership Agreement. Access to the Amenity Club uses shall be restricted during peak occupancy periods based on existing occupancy limits for the hotel amenities. Restrictions on access to the Hotel and parking requirements that are consistent with the conditions of approval of the Deer Crest Hotel CUP will be spelled out in the Membership Agreement.
 12. The St Regis hotel has a total of approximately 225 pillows. One or two additional employees are anticipated for the Club.
 13. No additional signs or lighting are proposed with this application.
 14. The Findings in the Analysis Section are incorporated herein.

Conclusions of Law

1. The Use, as conditioned complies with all requirements of the Land Management Code, Section 15-1-10.
2. The Use, as conditioned is consistent with the Park City General Plan.
3. The Use, as conditioned is compatible with surrounding structures in use, scale, mass, and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.
5. The Application complies with all requirements outlined in the applicable sections of the Land Management Code, specifically Sections 15.1.10 review criteria for Conditional Use Permits.

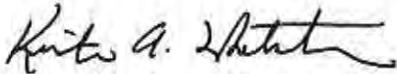
Conditions of Approval

1. A Membership Agreement shall be reviewed and approved by the City, as to form and compliance with the conditions of approval, prior to commencing operation of the Amenity Club. Access shall be restricted during peak occupancy periods based on existing occupancy limits for the hotel amenities. The Agreement shall reiterate conditions of approval of the Deer Crest Hotel CUP regarding access to the hotel and parking requirements and restrictions.
2. The applicant is responsible for management of the club and enforcement of the Membership Agreement.
3. The applicant stipulates to a condition of approval limiting this Conditional Use Permit approval to a maximum of 195 memberships with a limit of 150 memberships allowed for members residing outside of the area bounded by the Deer Crest gates.

4. All conditions of approval of the 1995 Deer Crest Settlement Agreement continue to apply.
5. All conditions of approval of the Deer Crest Hotel CUP as amended on April 22, 2009, continue to apply.
6. The applicant shall submit to the City Planning Department for review by the Planning Commission, a one-year review of the club, including the use, operation, membership, parking and traffic impacts, and a summary of complaints received regarding impacts of the club on the hotel operations, guests and owners of adjacent or nearby property. In the event that such review reveals impacts that have not been sufficiently mitigated, the Planning Commission shall have the ability to further condition the conditional use permit to address such unmitigated impacts.

If you have questions regarding your project or the action taken please don't hesitate to contact me at 435-615-5066 or kirsten@parkcity.org.

Sincerely,



Kirsten Whetstone
Senior Planner



Building • Engineering • Planning

June 26, 2009

Deer Crest Janna, LLC
PO Box 4151
Suite 325
Park City, UT 84060

NOTICE OF CITY COUNCIL ACTION

Project Name: Deer Crest Hotel CUP- amendment
Project Description: Request to 1) amend condition of approval #3 regarding parking at Snow Park and 2) revise phasing at Snow Park
Date of Action: June 18, 2009

Action Taken by City Council: The City Council upheld the Planning Commission approval and **APPROVED** the amendment to a conditional use permit for 2300 Deer Valley Drive, the Deer Crest Hotel CUP, according to the following findings of fact, and conclusions of law.

Appeal A (submitted by Jeri Rice, Deer Crest home owner)

Findings of Fact:

1. The subject property is located at 2300 Deer Valley Drive.
2. On February 28, 2001, the Planning Commission approved the Deer Crest Hotel Conditional Use Permit (formally known as the Rosewood CUP). The CUP was subsequently amended on July 25, 2001; March 24, 2004; and May 11, 2005.
3. On December 2002 a grading and soil nail wall permit was issued for Roosevelt Gap. This work was completed in the fall of 2003. On September 22, 2005, building permits were issued for grading and shoring/retaining wall construction at Snow Park. Footings and foundation permits were issued on June 7, 2006. The shell permit was issued on January 26, 2007 and the full building permit was issued for construction of the hotel in October of 2007. The hotel has been under construction for approximately 6 ½ years.
4. On October 15, 2008, the applicants submitted a request to amend and clarify conditions of the May 11, 2005, CUP approval regarding structured parking at Snow Park (Exhibit A) related to timing of issuance of certificates of occupancy and phasing of construction at Snow Park. The applicants specifically requested an amendment to condition of approval #3 to allow issuance of certificates of occupancy for the Roosevelt Gap units based on completion of a surface parking lot at Snow Park, rather than completion of

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

the parking structure. The applicant proposed the following amendments to Condition #3 of the May 11, 2005 amended CUP:

3. No certificates of occupancy for the Deer Crest Hotel (Roosevelt Gap units) shall be issued until the funicular is fully operational and the parking structure lot at the North Snow Park site is complete and approved for occupancy.
5. On April 22, 2009, the Planning Commission conducted a public hearing and approved the specific amendment as described in Finding #4 for the Deer Crest Hotel CUP.
6. On April 30, 2009, two appeals, one by Jeri Rice, homeowner in Deer Crest Estates Subdivision, and a second by Powder Run at Deer Valley Owner Association were received by the Park City Recorder. Both appellants are represented by attorney, Eric P. Lee, who submitted the appeals.
7. Pursuant to Land Management Code (LMC) Section 15-1-18, Appeals and Reconsideration Process- final actions by the Planning Commission on CUPs may be appealed to the City Council. Appeals must be made within ten calendar days of the Final Action (LMC 15-1-18(E)). Both appeals were filed within the ten day required time limit.
8. Staff duly and properly noticed this appeal hearing by placing a legal advertisement in the Park Record, posting required notice, and sending written notice as a courtesy to adjacent and affected property owners.
9. The italicized staff responses above to the Substance of Appeals are hereby incorporated as findings as fact.
10. On June 18, 2009, the City Council conducted a quasi judicial hearing to review the appeal.

Conclusions of Law

1. The Planning Commission was correct in approving an application to amend the Deer Crest Hotel CUP.

Order

1. The appeal from Jeri Rice, filed with the Park City Recorder on April 30, 2009, is denied.

Appeal B (submitted by the Powder Run HOA) – this appeal was withdrawn prior to the meeting.

If you have any questions or if I can be of additional assistance, please do not hesitate to call me at 435-615-5066, or send an e-mail to Kirsten@parkcity.org.

Sincerely,



Kirsten A. Whetstone, MS, AICP
Senior Planner



May 15, 2006

Park City Municipal Corp
Attn. Kirsten Whetstone
455 Marsac Avenue
Park City UT 84060

RE: Deer Crest Hotel – CUP Condition # 16 Parking Plan

Dear Kirsten,

In response to your questions and comments in your e-mail of April 17, 2006 relating to the parking plan referenced in Condition #16 of the May 2005 CUP for the Deer Crest Hotel, we have prepared this letter which incorporates some additional information in order to answer your questions and provide more clarity concerning the proposed management of the parking needs for the project. Please be advised that information described herein is based on data included in a draft version of the Parking and Traffic Analysis being prepared by IBI, and that adjustments to this information may occur when the Analysis is finalized.

Traffic Trip Estimates

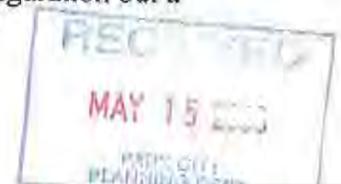
It is currently anticipated that peak hour traffic will consist of approximately 25-30 trips through the Queen Esther Gate and approximately 20-25 vehicles on Deer Hollow Drive. Peak Day traffic volumes are estimated at 250-270 and 240-260 vehicles through the Queen Esther Gate and Deer Hollow Drive respectively. These traffic estimates are based on the sum of both incoming and outgoing traffic.

Employee Projections

It is anticipated that the hotel will employ approximately 280-290 employees across all shifts, comprising 15-20 management employees using on-site parking and 260-270 regular employees using off-site parking. It is anticipated that the peak shift will include up to approximately 140 regular employees including management employees. Most of these employees will be assigned to work at the Roosevelt Gap building. It is anticipated that 50% of the management employees will park at Snow Park and 50% at Roosevelt Gap.

Special Events and Multi Use Parking

The hotel will host various functions as part of its regular operations. It is anticipated the larger events will occur in the evening hours. The Deer Crest resort also hosts a ticket sales location and day skier parking at the Deer Valley Gondola. Because these two parking demands peak at different times, the long term parking plans for the Deer Crest area are to provide a multi use shared parking area for both day skiers and special event needs in the Jordanelle Village area. This shared parking area is not finalized in its configuration but a concept drawing was provided with our April 11, 2006 letter.



Parking On Site

Parking is currently designed for approximately 233 on site parking spaces. This includes 142 at Roosevelt Gap and 91 at Snow Park.

<u>Roosevelt Gap</u>	<u>Snow Park Phase 1</u>	<u>Snow Park Phase 2</u>
55 basement level garage	33 basement garage	16 level 1 garage
69 lower level garage	23 main level garage	19 level 2 garage
2 in the loading dock	<u>10 surface parking</u>	<u>-10 surface parking</u>
8 in the porte-cochere	66 Total phase 1	25 net increase Phase 2
<u>8 at the cooling towers</u>		
142 Total R Gap		

Parking Off Site

Off site employee parking needs are estimated at 120-130 spaces. These off site parking needs are currently anticipated to be provided in the Jordanelle Village Area as described on our letter of April 11, 2006. Most employees will be expected to park off site. During the smaller employee shifts, the additional parking will be available for use as determined by the hotel operator. In addition to the offsite employee parking to be provided for employee needs, current plans are to provide approximately 300 multi use parking to be shared between day skiers, residents and special event needs.

Shuttle Services

During busy days, shuttles will be operated regularly to transport employees and guests from offsite parking areas to the hotel. Shuttles will also be available to move people between Snow Park and Roosevelt Gap. On less busy days, the shuttle schedule will be dependent upon demand, as determined by Hotel Management.

Parking Enforcement

Peak parking uses within the Snow Park and Roosevelt Gap buildings will be controlled by hotel operations by the use of valet parking. The parking structures at both buildings will be controlled by automatic gates. The residence owners will have access to the garage because they will have assigned parking stalls. All other access to the parking garage will be controlled through the valet service.

Updated Traffic Study

As mentioned previously, Deer Crest is in the process of obtaining an updated traffic study to address current development conditions. This study is expected to compare current projections with previous studies and to discuss the reasons for any modifications. The study will provide more details on peak parking demand, employee parking in general and at Jordanelle, special event parking, and parking enforcement within the parking structure

Deer Crest Parking Plan
DC Hotel CUP Condition 16
May 15, 2006
Page 3 of 3



consistent with the requirements of the CUP Condition #16. This study will provide the foundation for the ongoing parking plan.

If you have any further questions, please contact either me or Tom Ellison. Tom can be reached at (801) 578-6957. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "S Scott Carlson". The signature is fluid and cursive, with the first letter of "S" being particularly large and stylized.

S Scott Carlson, PE, PLS
Twin Peaks, P.C.

cc: Greg Perry
Tom Ellison
Mark Taylor
Lynda Fetter
Peter Pillman



May 23, 2005

Mark Taylor
Deer Crest Associates I, L.C.
PO Box 4151
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

Project Description: Amended Conditional Use Permit for Deer Crest Hotel at Snow Park and Roosevelt Gap parcels of the Deer Crest Properties MPD, known as the Deer Crest Hotel CUP (St. Regis Resort at Deer Crest)

Project Address: 2300 Deer Valley Drive

Date of Action: May 11, 2005

Action Taken by Planning Commission: The Planning Commission approved the amended Deer Crest Hotel CUP, in accordance with the Conditions of Approval as stated below:

Conditions of Approval

1. All standard project conditions shall apply (Exhibit A).
2. All conditions of approval of the 1995 Deer Crest Settlement Agreement, as amended, continue to apply.
3. No certificates of occupancy for the Deer Crest Hotel shall be issued until the funicular is fully operational and the parking structure at the Snow Park site is complete and approved for occupancy.
4. A final exterior lighting and landscaping plan shall be submitted to and approved by the Planning Department prior to issuance of any full building permits. All exterior lighting shall conform to requirements of the City's lighting ordinance and shall be subdued in nature.
5. The applicant shall submit architectural details and materials to the Planning Commission for review and approval prior to the issuance of full building permits. Those materials reviewed and approved by the Planning Commission shall constitute exhibits as part of this conditional use approval.
6. A detailed review against specific requirements of the Uniform Building and Fire Codes is a condition precedent to issuance of a building permit. As a condition precedent to the issuance of

any building permits, the developer shall provide the Chief Building Official with information regarding all existing mine shafts that could complicate foundation construction.

7. A Construction Mitigation Plan (CMP) submitted to and approved by the Planning, Building, and Engineering Departments is required prior to issuance of any building permit. The CMP shall address construction phasing, staging, storage, circulation, parking, delivery, re-vegetation of disturbed areas, temporary signs and lighting, dust, mud, and dirt, and clean water standards if applicable. The CMP shall also call for disposal of all excavated materials to be on Deer Crest property hauled via the shortest feasible route. A limit of disturbance plan shall be submitted as part of the CMP. The CMP shall address maintenance or rerouting of existing pedestrian and trail access during construction. The CMP shall include a detailed phasing plan and an interim-landscaping plan, as necessary to re-vegetate and landscape disturbed areas.

8. A financial guarantee, in a form and amount acceptable to the City, for the value of all public improvements, pedestrian amenities and trails, and landscaping (including all landscaping required to re-vegetate and re-landscape all roads, utility installations and trails) to be completed according to the final approved plans shall be provided to the City prior to building permit issuance. All public improvements shall be completed according to City standards and accepted by the City Council prior to release of this guarantee.

9. A final record of survey plat must be submitted to the City for review and approval by the City Council and must be recorded at the County prior to closing on any sale of individual condominium unit. The record of survey plat shall address compliance with the ADA, including the potential for all ADA compliant units to be indicated on the record of survey plat as common space in perpetuity. Conditions, Covenants, and Restrictions for this development shall be submitted to the City Attorney for review and approval and shall be recorded at the time of record of survey plat recording.

10. A final subdivision plat (currently in the process of being recorded at Summit and Wasatch Counties) must be reviewed and approved by the Planning Commission and City Council and recorded prior to issuance of a footing and foundation permit.

11. Any change in the access location at the Snow Park site may require additional easements and agreements with the adjacent property owners. These easements shall be in place prior to issuance of any building permits for the relocated access drive.

12. All signs for this project shall comply with the Park City sign code. All signs shall be on-premise. Each sign requires a sign permit, reviewed and approved by the Planning and Building Departments prior to installation. The Planning Director prior to the issuance of individual sign permits shall approve a master sign plan.

13. The City Engineer shall review and approve all associated access, utility, public improvements, grading, and drainage plans for compliance with City standards as a condition precedent to building permit issuance and subdivision plat recordation. The final utility plans shall be consistent with the preliminary utility plan on file with the City.

14. The Snyderville Basin Sewer Improvement District's review and approval of the sewer plans is a condition precedent to final plat recording and building permit issuance.

15. The Jordanelle Special Service District's review and approval of sewer plans and water plans for the Roosevelt Gap site and an inter-local agreement for water service, as necessary for the Snow Park Site is a condition precedent to final plat recording and building permit

issuance. Prior to building permit issuance the applicants shall provide will serve letters from both the Snyderville Basin Sewer District and the Jordanelle Special Service District. As a condition precedent to the issuance of any building permit for the Deer Crest Hotel CUP the State Engineer shall sign off on any water transfer requests, if required. If necessary, the Snow Park site shall be formally de-annexed from the Park City water district by the applicant. If the City agrees to provide water service, in whole or in part to the Snow Park site, all water issues related to that service, including water capacity, pressure, fire flows, utility easements, etc. shall be resolved prior to issuance of any building permits or plat recordation.

16. The final parking plan will be reviewed and approved by the Planning Department prior to issuance of any foundation building permits and shall be consistent with the traffic and parking study approved by the Planning Commission on February 28, 2001 and March 124, 2004. The parking plan shall provide details on peak parking demand, employee parking in general and at Jordanelle, special event parking, and parking enforcement within the parking structure.

17. A shuttle system shall be in place and operational prior to issuance of any certificates of occupancy for the hotel. The shuttle system is a condition of approval and the Conditional Use Permit shall be considered void if the shuttle system is terminated unless alternative transportation and parking plans are reviewed and approved by the Planning Commission as an amendment to the CUP.

18. A one-year review of the parking and traffic situation, one year after certificates of occupancy are issued for the hotel, shall be conducted by the staff and presented to the Planning Commission. Modifications to the parking and/or traffic plan may result from the review. Further annual reviews may be required. In addition, any change of unit configuration or form of ownership which increases parking demands or traffic, beyond that considered in the December 12, 2000, Sear-Brown traffic and parking study, and amended with the March 10, 2004 plans, shall require subsequent Planning Commission review and approval.

19. Final location and dimensions of all trails must be delineated in their approximate locations on the final plat with guarantees for completion in place prior to granting any building permits for construction.

20. Final approval regarding snow shedding from roofs and porches will be granted after the Chief Building Official reviews the final architectural and structural plans and finds them in compliance with the City's snow shedding requirements. Final approval for the funicular will be granted only after the Chief Building Official reviews the plans for compliance with all applicable Building Codes.

21. The Deer Crest affordable housing plan, approved by the Planning Commission on December 21, 2001, shall remain in full force and effect unless amended and approved by the Planning Commission. No certificates of occupancy shall be issued for this Deer Crest Hotel CUP until all affordable housing obligations (10% of the approved u.e.'s) have been satisfied for each phase, ie. in-lieu fees paid and any built units certified for occupancy. Phase I in the approved affordable housing plan shall mean the Roosevelt Gap site and Phase II shall mean the Snow Park site.

22. All retaining walls shall be pedestrian in scale and consistent with the Park City Design Guidelines. Retaining walls should be compatible in form, scale, and materials with the architectural details and materials of nearby buildings. Stepping of retaining walls and landscaping shall be incorporated into the design.

23. All mechanical equipment and vents shall be screened for both visible and audible impacts.

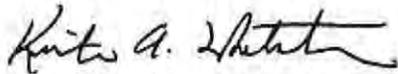
24. All loading and unloading delivery areas shall be screened from view of adjacent property and public right-of-way. Detailed plans shall be reviewed and approved by the Planning, Engineering, and Building Departments prior to issuance of building permits.

25. A phasing plan shall be reviewed by the City prior to the issuance of a footing and foundation permit to ensure that any phase constructed stands on its own in terms of architecture, design, utilities, trails and circulation, landscaping, parking, and access and is consistent with the approved CUP, in the interim of construction of the remaining phases. The phasing plan shall address maintaining public access to the trail system during construction, subject to the Chief Building Official's approval and closures due to health, safety, and welfare.

26. At the time of building permit submittal, the plans shall include a landscape and irrigation plan detailing the landscape, or other temporary finish treatment of the top of the north parking structure, to be approved by the City prior to issuance of a building permit.

If you have any questions or concerns, please do not hesitate to call me at 435-615-5066.

Sincerely,



Kirsten Whetstone, AICP
Senior Planner
Cc. file



Ordinance No. 98-53

**AN ORDINANCE ANNEXING APPROXIMATELY
253 ACRES OF THE DEER CREST PROPERTY
LOCATED ADJACENT TO DEER VALLEY
INTO THE CORPORATE LIMITS OF PARK CITY, UTAH**

WHEREAS, a petition was filed by Deer Crest LLC requesting Park City to annex a portion of the Deer Crest Project (the Property, Exhibit A) to the City on July 10, 1998;

WHEREAS, the petition was determined to be complete upon receipt of the required fiscal impact analysis on August 21, 1998;

WHEREAS, the petition is generally consistent with the 1995 Settlement Agreement which applies to the property;

WHEREAS, the Planning Commission conducted a public hearing on August 26, 1998 and forwarded a positive recommendation on the requested annexation on September 23, 1998;

WHEREAS, the annexation petition was accepted by the City Council on September 24, 1998 and certified by the City Recorder on October 21, 1998;

WHEREAS, the City Council conducted a public hearing on December 3, 1998;

WHEREAS, the Property is not included within any other municipal jurisdiction and there have been no protests filed by any other jurisdictions;

WHEREAS, Park City and Wasatch County have negotiated the Deer Crest Interlocal Agreement relating to the Property;

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

SECTION 1. ANNEXATION. The property is hereby annexed to the corporate limits of Park City, Utah according to the annexation and zoning plat executed in substantially the same form as it is attached hereto as Exhibit A. The Property so annexed shall enjoy the privileges of Park City and shall be subject to all City levies and assessments as described in the terms of the 1995 Settlement Agreement (as amended) and the Deer Crest Interlocal Agreement between Wasatch County and Park City. The Property shall be subject to all City laws, rules and regulations upon the effective date of this ordinance.

SECTION 2. COMPLIANCE WITH STATE LAW. This annexation, in the judgement of Park City, meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code.

SECTION 3. GENERAL PLAN CONSISTENCY. This annexation is consistent with the Park City General Plan.

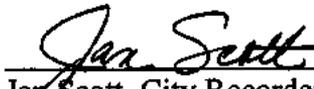
SECTION 4. EFFECTIVE DATE. This ordinance shall take effect upon recordation of the annexation plat.

DATED this 17th day of December, 1998

PARK CITY MUNICIPAL CORPORATION


BRADLEY A. OLCH, MAYOR

ATTEST:

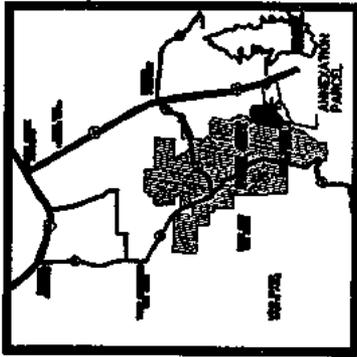

Jan Scott, City Recorder



APPROVED AS TO FORM:


Jodi Fatland Hoffman, City Attorney

VICINITY MAP



THE APPLICANT:
 THE JACK JOHNSON COMPANY
 1100 PLYMOUTH AVENUE, SUITE 100, ST. LOUIS, MISSOURI 63102
 (314) 435-1100

THE SUBJECT:
 ANNEXATION PARCEL NO. 1
 1.00 ACRES, MORE OR LESS, SITUATED IN SECTION 14, RANGE 36 NORTH, EAST 1/4 CORNER, TOWNSHIP 3 NORTH, RANGE 36 EAST, COUNTY OF ST. LOUIS, MISSOURI.

THE APPLICANT'S REQUEST:
 TO ANNEX THE ABOVE DESCRIBED PARCEL TO THE CITY OF PARK CITY, MISSOURI, AND TO REZONE THE SAME FROM UNZONED TO RESIDENTIAL SINGLE-FAMILY (RS-1).

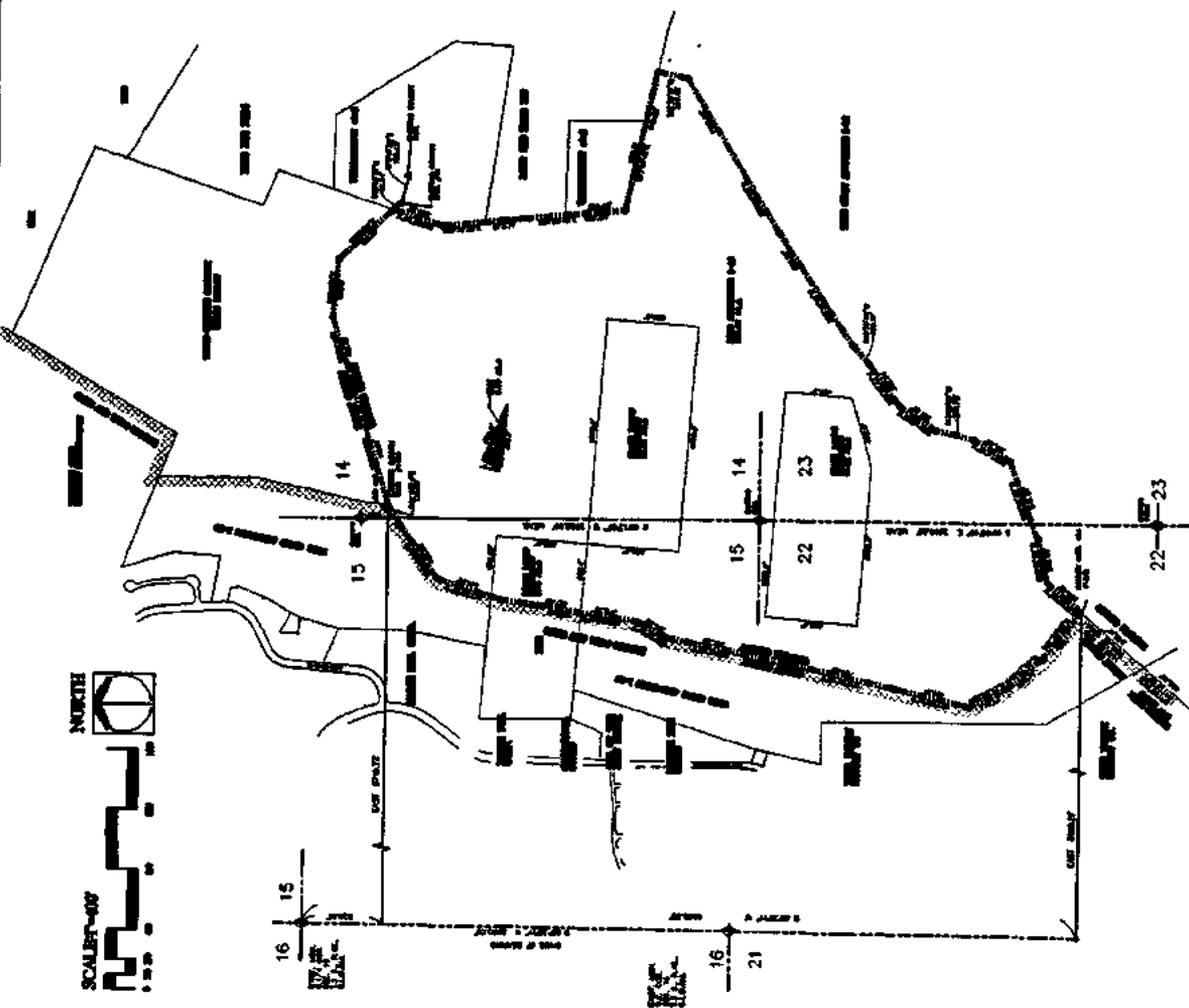
THE APPLICANT'S REPRESENTATION:
 THAT THE ABOVE DESCRIBED PARCEL IS NOT SUBJECT TO ANY EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS OF ANY KIND, AND THAT THE APPLICANT HAS THE RIGHT TO DEVELOP THE SAME AS DESCRIBED IN THE APPLICANT'S REQUEST.

THE APPLICANT'S CERTIFICATION:
 THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

ANNEXATION PLAN NO. 1
DEER CREST PROPERTIES
 SITING STILES PARKWAY COUNTY, OYAH

LOCATED IN SECTIONS 14, 15, 22 AND 23 OF TOWNSHIP 3 NORTH, RANGE 36 EAST, COUNTY OF ST. LOUIS, MISSOURI.

RECEIVED
 DEC 11 1998
 PARK CITY
 PLANNING DEPT.



<p>CITY COUNCIL APPROVAL PRESENTED TO THE BOARD OF PARK CITY COUNCIL THIS _____ DAY OF _____, 19____, A.D. AT WHICH TIME THIS ANNEXATION PLAN WAS APPROVED.</p> <p>_____ MAYOR CITY ENGINEER</p>	<p>CITY ENGINEER APPROVED AND ACCEPTED BY ME PARK CITY ENGINEERING DEPARTMENT ON THIS _____ DAY OF _____, A.D. 19____.</p> <p>_____ CITY ENGINEER</p>	<p>APPROVAL AS TO FORM APPROVED AS TO FORM ON THE DAY OF _____, 19____, A.D.</p> <p>_____ CITY ATTORNEY</p>	<p>RECORDED STATE OF _____ COUNTY OF _____ RECORDED AND FILED AT THE REQUEST OF:</p> <p>_____ COUNTY RECORDER</p>
--	--	---	--



THE JACK JOHNSON COMPANY
 1100 PLYMOUTH AVENUE, SUITE 100, ST. LOUIS, MISSOURI 63102
 (314) 435-1100

Recorded at the request of and return
to: Park City Municipal Corp.
Attn: City Recorder
P. O. Box 1488, Park City, UT 84302

Fee Exempt per Utah Code
Annotated 1953 21-7-2



00548173 Br01286 Pg01149-01151
9-24 CW
ALAN SPRIGGS, SUMMIT CO RECORDER
1999 SEP 09 09:26 AM FEE \$1.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

Ordinance No. 98-52

**AN ORDINANCE ANNEXING, APPROXIMATELY
84 ACRES OF PROPERTY KNOWN AS HIDDEN HOLLOW
LOCATED ADJACENT TO DEER VALLEY
INTO THE CORPORATE LIMITS OF PARK CITY, UTAH**

WHEREAS, a petition was filed by Hidden Hollow Associates, LLC requesting Park City to annex Hidden Hollow (the Property, Exhibit A) to the City on July 22, 1998;

WHEREAS, the annexation request is consistent with the 1995 Settlement Agreement which applies to the property;

WHEREAS, the property will be served with sewer and water by the Jordanelle Special Improvement District (JSSD) and all road maintenance will be the responsibility of the owners;

WHEREAS, the Planning Commission conducted a public hearing on August 26, 1998 and forwarded a positive recommendation on the requested annexation on September 23, 1998;

WHEREAS, the annexation petition was accepted by the City Council on September 24, 1998 and certified by the City Recorder on October 21, 1998;

WHEREAS, the City Council conducted a public hearing on December 3, 1998;

WHEREAS, the Property is not included within any other municipal jurisdiction and there have been no protests filed by any other jurisdictions;

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

SECTION 1. ANNEXATION. The property is hereby annexed to the corporate limits of Park City, Utah according to the annexation plat executed in substantially the same form as it is attached hereto as Exhibit A. The Property so annexed shall enjoy the privileges of Park City and shall be subject to all City levies and assessments as described in the terms of the 1995 Settlement Agreement (as amended). The Property shall be subject to all City laws, rules and regulations upon the effective date of this ordinance.

SECTION 2. COMPLIANCE WITH STATE LAW. This annexation, in the judgement of Park City, meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect upon recordation of the annexation plat.

DATED this 17th day of December, 1998

PARK CITY MUNICIPAL CORPORATION

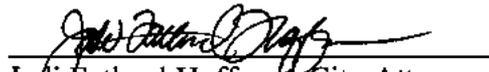

BRADLEY A. OLCH, MAYOR

ATTEST:


Janet M. Scott, City Recorder



APPROVED AS TO FORM:


Jodi Fatland Hoffman, City Attorney

00548173 Bk01286 Pg01150



Ordinance No. 98-51

**AN ORDINANCE AMENDING THE ZONING MAP OF PARK CITY
TO INCLUDE THE DEER CREST ANNEXATION AREAS
LOCATED ADJACENT TO THE CURRENT CORPORATE BOUNDARIES
OF PARK CITY, UTAH**

WHEREAS, Deer Crest LLC petitioned to annex a portion of the Deer Crest project to the City; and

WHEREAS, the annexation is consistent with the 1995 Settlement Agreement between Park City and the property owners; and

WHEREAS, the Planning Commission held a public hearing on August 26, 1998 and forwarded a positive recommendation to the City Council on the Annexation and Zoning on September 23, 1998; and

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

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

WHEREAS, on December 3, 1998, the City Council held a public hearing to receive input on the proposed annexation and zoning; and

WHEREAS, it is in the best interest of Park City, Utah to amend the Official Zoning Map of Park City to include the property within the City's regulatory boundary.

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

SECTION 1. Zoning Map Amended. The Zoning Map of Park City as adopted by section 1.9 of the Park City Land Management Code, is hereby amended to include the annexed portions of the Deer Crest project as depicted in Exhibit A.

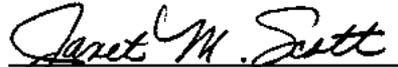
SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon recordation of the annexation plat.

PASSED AND ADOPTED this 17th day of December 1998.

PARK CITY MUNICIPAL CORPORATION


Bradley A. Ochi, MAYOR

ATTEST:

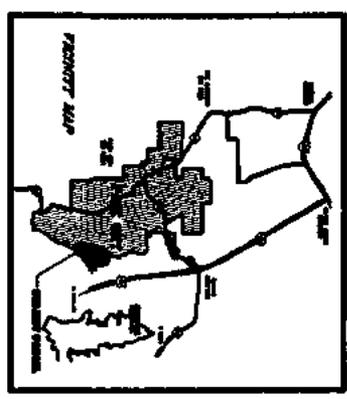
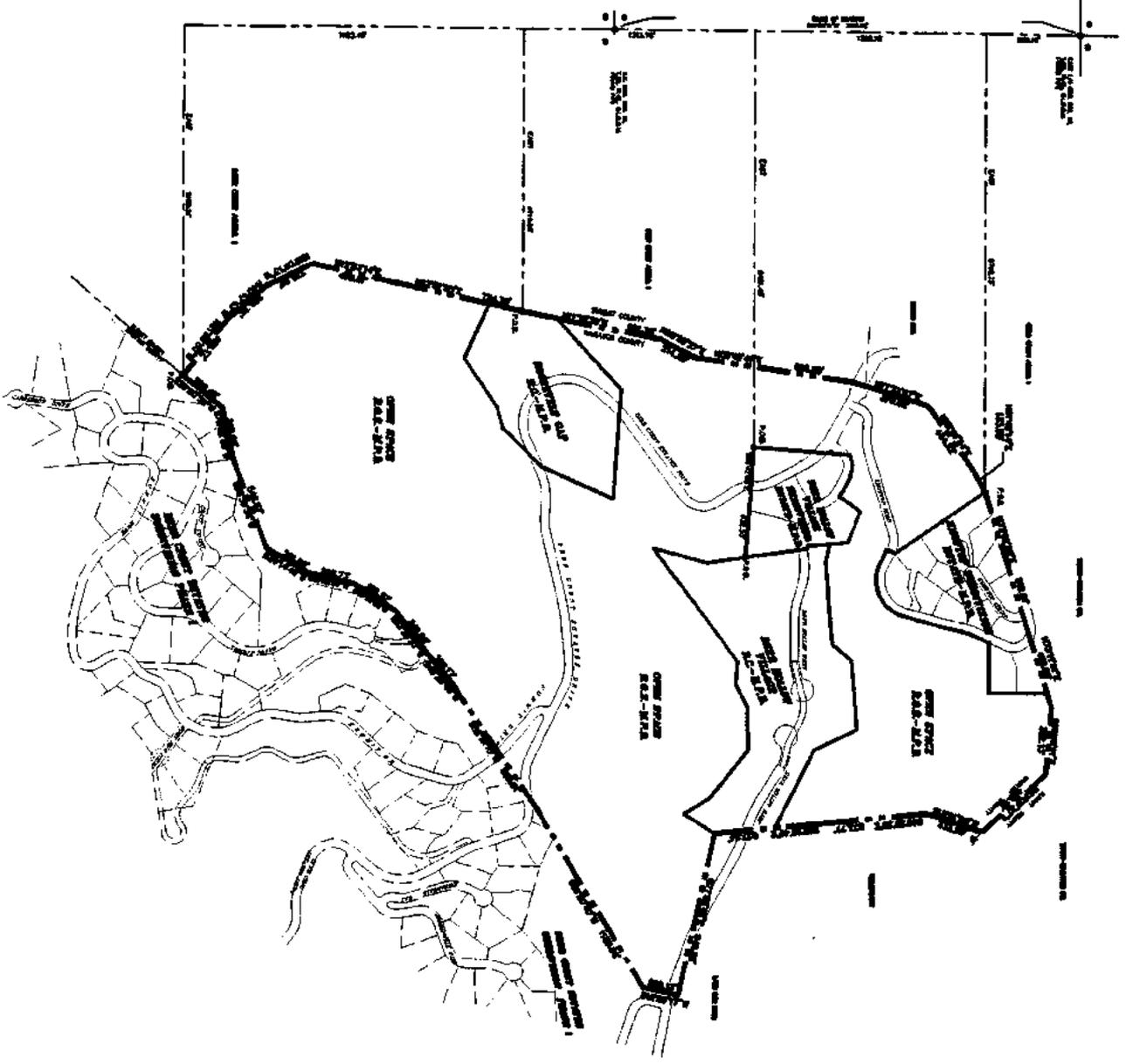

Janet M. Scott, City Recorder

APPROVED AS TO FORM:


Jodi F. Hoffman



EXHIBIT A



GENERAL INFORMATION:
 This map is a plan of the project area, showing the location of the project area within the larger context of Park City. The map is a plan of the project area, showing the location of the project area within the larger context of Park City. The map is a plan of the project area, showing the location of the project area within the larger context of Park City.



LEGEND:
 - - - - - UNZONED
 --- PLANNED DEVELOPMENT
 --- RESIDENTIAL OPEN SPACE
 --- RECREATIONAL

PARK CITY
 PLANNING DEPARTMENT
DEER CREST PROPERTIES
 1200 WEST PALMER AVENUE, SUITE 100
 PARK CITY, UTAH 84302

RECEIVED

DEC 11 1998

PARK CITY
 PLANNING DEPT.

DEER CREST - PARK CITY ZONING EXHIBIT MAP		THE JACK JOHNSON COMPANY	
DEER CREST ASSOC.	814-988-06	DCPCZone	1777 East Park Drive • Park City, UT 84302 • (801) 434-2000 • Fax (801) 434-2001



Ordinance No. 98-50

**AN ORDINANCE AMENDING THE ZONING MAP OF PARK CITY
TO INCLUDE HIDDEN HOLLOW
LOCATED ADJACENT TO THE CURRENT CORPORATE BOUNDARIES
OF PARK CITY, UTAH**

WHEREAS, Hidden Hollow Associates, LLC petitioned to annex a project to the City; and

WHEREAS, the annexation is consistent with the 1995 Settlement Agreement between Park City and the property owners; and

WHEREAS, the Planning Commission held a public hearing on August 26, 1998 and forwarded a positive recommendation to the City Council on the Annexation and Zoning on September 23, 1998; and

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

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

WHEREAS, on December 3, 1998, the City Council held a public hearing to receive input on the proposed annexation and zoning; and

WHEREAS, it is in the best interest of Park City, Utah to amend the Official Zoning Map of Park City to include the property within the City's regulatory boundary.

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

SECTION 1. Zoning Map Amended. The Zoning Map of Park City as adopted by section 1.9 of the Park City Land Management Code, is hereby amended to include Hidden Hollow as depicted in Exhibit A.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon recordation of the annexation plat.

PASSED AND ADOPTED this 17th day of December 1998 .

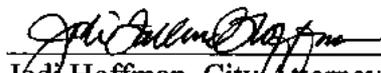
PARK CITY MUNICIPAL CORPORATION


Bradley A. Olson, MAYOR

ATTEST:


Janet M. Scott, City Recorder

APPROVED AS TO FORM:


Jodi Hoffman, City Attorney



