PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 4, 2011

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, August 4, 2011.

Closed Session
3:00 p.m. Litigation

Work Session
3:45 p.m. Council questions/comments
4:00 p.m. General Plan update P. 4
4:15 p.m. Police Complaint Review Board interviews
5:45 p.m. Break

Regular Meeting
6:00 p.m.
I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

III PUBLIC INPUT ***(Any matter of City business not scheduled on agenda)***

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JULY 14, 2011 AND JOINT WORK SESSION NOTES OF MEETING OF JULY 7, 2011
P. 6 - 25

V CONSENT AGENDA ***(Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon under "Additional Discussion – Agenda Items")***

1. Consideration of a Resolution adopting retention and classification schedules for certain records maintained by Park City Municipal Corporation pursuant to the Utah Governmental Records Access and Management Act and replacing Resolution No. 33-08 in its entirety
(Retention Schedules available on-line) P. 26 - 29
2. Consideration of an amendment to an encroachment agreement for Treasure Mountain Inn, 255 Main Street, Park City, Utah P. 30 - 44

VI NEW BUSINESS ***(New items with presentations and/or anticipated detailed discussions)***

1. Consideration of an Ordinance approving the 1159 Empire Avenue Condominiums Record of Survey located within Lots 5, 6 and 7 in Block 27 of Snyders Addition to the Park City Survey, Park City, Summit County, Utah P. 45 - 53
   (a) Public hearing
   (b) Action

2. Consideration of a Master Festival License for the Harley-Davidson 2011 Summer Ride, as conditioned, to be held on August 27, 2011 at the Brew Pub parking lot and portions of public parking on Main Street. P. 54 – 60

(a) Public hearing
(b) Action

3. Consideration of vacating a portion of the McHenry Avenue Right of Way and to authorize the Mayor to execute a quit claim deed in a form approved by the City Attorney, to sell an approximate 85 by 10 foot section of the McHenry Avenue right-of-way to the Owners of 525 Rossi Hill Drive and accept and to enter into an easement agreement which allows for continued public use of this vacated portion of the right-of-way – Petitioner Bill Tew P. 61 – 172

(a) Public hearing
(b) Action

Reference documents:

Exhibit A - Draft Ordinance	P. 66 - 67
Exhibit B - Petition to vacate a portion of a public street	P. 68 – 80
Exhibit C - Appraisal of vacated street	P. 81 – 164
Exhibit D - Quit Claim for vacated street	P. 165 – 166
Exhibit E – Grant of an easement	P. 167
Exhibit F – Silver Pointe Condominiums Subdivision Plat	P. 171
Exhibit G – Neighbor response	P. 172

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII ADJOURNMENT

A majority of members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service available in the Marsac Building on Wednesdays and Thursdays – 4 p.m. to 9 p.m.

Posted: 08/01/11
See: www.parkcity.org

PARK CITY COUNCIL MEETING **TENTATIVE**
SUMMIT COUNTY, UTAH
AUGUST 11, 2011

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, August 11, 2011.

Closed Session
3:00 p.m. Litigation, personnel and property

Work Session
4:30 p.m. Council questions/comments
4:45 p.m. Second quarter goal update
5:00 p.m. NG911 update
5:15 p.m. Unrestricted parking on Park Avenue request – Ron Whaley
5:45 p.m. Break

Regular Meeting
6:00 p.m.
I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

III PUBLIC INPUT *(Any matter of City business not scheduled on agenda)*

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JULY 21, 2011

V NEW BUSINESS *(New items with presentations and/or anticipated detailed discussions)*

1. Consideration of a Resolution commemorating St. Mary's of the Assumption 130th Anniversary

2. Consideration of a award of contract for Bonanza Phase III

3. Consideration of a Memorandum of Understanding and City Services Contract for the 2012 Sundance Supplemental Plan
   (a) Public hearing
   (b) Action

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

VII ADJOURNMENT

Note: This future meeting schedule is TENTATIVE and subject to change.
PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE

August 2011

4 **Tom gone**
11 See tentative agenda
18 **No meeting**
25 Elected Officials Training (30 min)
PRI / Kimball Junction conservation easement
Courchevel student exchange presentation
Co-housing – work
Appointments to Police Complaint Board
Ordinance amending LMC – HPB - administrative reconstruction process – KS
Joint Meeting with Planning Commission

September 2011

1 Award lobbyist contract
Short range transit plan – work
Special event overhaul - work
Resolution – National preparedness month
Award of contract for Library materials security system
Public Art Advisory Board interviews
8 **No meeting** (Summer Tour 9/7 – 9/11)
15 Short range transit plan adoption
22 **No meeting**
29 Appointment of Public Art Advisory Board members

October 2011

6 **Alex gone**
13
20
27

Pending Items:

Bonanza Tunnel ribbon-cutting
Inter-local agreement with Summit County for police database integration
Resolution establishing a strategic plan for City-owned property with development potential in Park City, Utah and repealing and replacing Resolution No. 22-05 in its entirety

City Council
Staff Report

Subject: General Plan
Author: Katie Cattan
Date: August 4, 2011
Type of Item: Work Session – Informational Housing

PARK CITY 1884 PLANNING DEPARTMENT

Planning Staff is currently working on the re-write of the General Plan. Staff will be bringing updates on the progress of the General Plan to the Planning Commission and City Council monthly. The current update will focus on housing. Staff will present the current facts and trends on housing in Park City.

Currently the Sustainability Team is working on an update to Park City's housing resolution. The most recent housing resolution was adopted in 2007. The Planning and Sustainability Departments are working together on re-evaluating the implementation strategies and goals for the updated resolution and General Plan. The Sustainability Team will be finalizing updates to the housing resolution this summer.

The purpose of the work session is to bring the Planning Commission up to date on the current trends in housing as identified in recent studies and the 2010 Census. The following trends will be discussed:

- Increased Gap in Affordability
- Location and Distribution of Affordable Housing
- Stable # of Primary Resident Population with Increase in Secondary Residents
- Increased vacancy in homes
- Shift in housing inventory type
- Aging Population
- Increase in House Size

<u>Draft Housing Goals</u>

- Provide a variety of housing options to meet the socio-economic needs of people who live and work here.
- Preserve Park City Character through providing a diversity of housing types.
- Balance primary and secondary homeownership.
- Promote housing that is energy efficient, environmentally sensitive and that blends with the City's natural environment.
- Collaborate efforts with private, non-profit, and public to develop regional housing solutions.

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JULY 14, 2011

Present: **Mayor Dana Williams; Council members Alex Butwinski; Joe Kernan; Cindy Matsumoto; Dick Peek; and Liza Simpson**

Tom Bakaly, City Manager; Mark Harington, City Attorney; Diane Foster, Sustainability Manager; Thomas Eddington, Planning Manager; and Matt Cassel, City Engineer

Andrea Olson, InterPlan

1. City Council questions/comments. Alex Butwinski reported that there was significant public input at the Planning Commission meeting last night on the temporary zoning ordinance. People were upset about the scope of the TZO described in the Planning Commission meeting packet and complained about lack of notice. There seems to be notice issues with almost every serious application and he felt the City could do more. The Planning Department could publish a tentative agenda with the current meeting agenda. He suggested exploring publishing the City Council agenda in the *Park Record*. Mr. Bakaly pointed out that noticing a TZO is different than other zoning-related ordinances but staff will follow-up on the cost of publishing the City Council agendas.

Alex Butwinski asked that a work session be scheduled on the sale of memorial benches on City property and Diane Foster suggested that this be discussed on August 25 with the topic of conservation easements with Summit Lands Conservancy.

Liza Simpson stated that she also attended the Planning Commission meeting as well as the Mountainlands Community Housing Trust meeting where its audit was approved. She reported that a redistricting meeting will be held at the High School on July 26 at 6 p.m. The police quarterly meeting was productive and well attended. Cindy Matsumoto discussed the Library Board meeting and noted that circulation is up over last year. Habitat for Humanity is breaking ground this week on its affordable housing project. Mayor Williams discussed speaking to the Newcomers Club and welcoming the Truckers Association to town. He spoke about making needed improvements to the Quinns Junction Dog Park and briefly explained the Wounded Warriors Program sponsored by the National Ability Center.

Mr. Williams continued that he is also unclear about some elements of the TZO and has received a lot of negative feedback. He understood the Council was looking at lot combinations but the Planning Commission meeting staff report described a much larger scope. He doesn't know what to do. Mr. Butwinski interjected that the direction in crafting the TZO was to look at the impact of the size of houses on lot combinations which should be the focus. All other discussions were distractions from what was intended to be accomplished and the General Plan needs to reflect what we want to be. This is again scheduled before the Planning Commission on August 24 and the public wants this addressed as soon as possible. Mayor Williams expressed confusion about restrictions on single lots and Joe Kernan stated that number of stories was not discussed by Council. The Mayor believed the goal was to make sure lot combinations are compatible with the surrounding neighborhood. Liza Simpson agreed and felt direction was to conduct an analysis of lot combinations to ascertain negative impacts with regard to compatibility in Old Town. A third floor limitation in Old Town was added about a year and a half ago with the enactment of the new Historic District Guidelines and Land Management Code amendments and there have not been enough projects processed so far under the new regulations to evaluate their effectiveness.

Mark Harrington explained that the Planning Manager asked Council members if the TZO should include an expansion to the existing large lots that have already been combined and there was some debate about this on June 23. Planning is creating a pending ordinance in addition to the TZO that would explore some of those issues so that there is some equity. He pointed out that only addressing lot combinations represents a small number of potential applications and he felt that Mr. Eddington was clear at the meeting that he would be looking at more than lot combinations in the future. The Mayor stated that there is confusion about increased setbacks for single lots and Alex Butwinski stated that people now think three stories will be prohibited.

Mr. Harrington expressed that he found Council members' reactions surprising based on the comments from the last three plat amendments. These are planning solutions to the compatibility problem which are felt to be better than a formula in addressing footprint issues. Mr. Butwinski felt there were many concerns raised that were unnecessary because of the way the TZO was presented. The scope of what was presented was broader than what Council wanted. Cindy Matsumoto stated that members wanted to look at the size of homes on combined lots and she felt it should be broad. Tom Bakaly believed that it is much easier to pull the TZO back than it is to expand it and the Council is in a position to scale back the scope of the TZO. Mr. Butwinski pointed out that the TZO is quite clear about addressing floor area ratio and Mr. Bakaly countered that you can't have that discussion without height. Mr. Butwinski continued to point out that four other items were not contemplated and believed that floor area ratio is the clear issue. It is not about reducing total square footage of the house but applying applicable zoning and his concern is streetscape but the TZO goes way further than that.

Mayor Williams commented on the number of calls he received on changes to single family lots and Mr. Eddington confirmed that there are no potential changes with regard to the footprint or setbacks for 25' x 75' single lots. The two story suggestion would have applied if implemented but the Commission wasn't very interested in that and asked staff to return with some visual analysis. Mayor Williams believed that the word is already out and the Council should let the Planning Commission do its job but again expressed his concern that so many people interpreted the staff report so differently.

Mr. Bakaly reiterated that this is hard and staff can communicate better and do a better job of noticing but at the end of the day, these are difficult decisions and he is not sure any amount of communication or noticing will make them less difficult. He stated that we cast a wide net to make sure that all issues were covered and the Planning Commission members are deciding what is important to them. Council can change the scope or let the process go forward.

Joe Kernan stated that his main goal is to find out whether there are too many large homes in Old Town changing its historic character, acknowledging that smaller homes still need to be adequate living spaces. Cindy Matsumoto expressed that the streetscape is her main concern and everything should be on the table to talk about it. She recognized that there were angry property owners at the Planning Commission meeting as a result of rumors and believes there is a mandate from a lot of people to look at this. Ms. Matsumoto felt it appropriate to look at heights and setbacks and the TZO should go through the process. Dick Peek agreed that the streetscape is important to him and the goal is historically compatible massing and scale. The Mayor asked if members are comfortable with what is before the Planning Commission and Mr. Butwinski stated he is not. The TZO is too broad in light of the General Plan rewrite and his intent was very narrow in scale.

Thomas Eddington stated that staff has done individual analyses with regard to lot combination applications before Council and the TZO is an effort to address issues comprehensively. There are streetscapes and also cross-canyon and massing views and looking at the number of stories, size of footprint, and setbacks is a possible method to improve compatibility. It is easier to prepare visual analyses comprehensively because there are questions on all issues.

The Mayor stated that he personally is comfortable with the process and the net has been cast. He doesn't want to redirect staff and the Planning Commission. Joe Kernan concurred as long as the focus is lot combinations. Liza Simpson agreed. Mark Harrington interjected that the TZO technically only applies to lot combinations. As the draft ordinance further restricts lot development and/or the proposal is pulled back, someone can not just apply for something that is prohibited by the pending draft. The current pending draft had a two story limitation and to the degree that that gets pulled back, then people can still move forward resulting in a more fluid process. People can still apply on existing lots that aren't implicated by the current draft which is why the two-tiered approach was selected. The prohibition of application under the TZO only applies to lot combinations. Mr. Harrington felt the discussion at the Planning Commission meeting was productive because it was public and open and these decisions are difficult. He encouraged keeping the debate active, lively and spirited. He referred to criticism of staff by not providing the right tools to address compatibility correctly and staff is trying to come up with ideas to provide the Planning Commission the tools to address concerns without having a piece by piece determination on compatibility. Considering everything will result in the best possible recommendation.

2. Traffic and Transportation Master Plan. Matt Cassel referred to goals and associated performance measures outlined in the staff report which will effectively track the status of the Master Plan. He explained designating parking, bike lanes, sidewalks, etc. in road cross-sections to prioritize uses on undersized streets. He brought the Plan to the Planning Commission on June 8, 2011 and a draft report has been distributed to stakeholders. A lot of input has been rendered. He recommended bringing a couple of chapters of the Master Plan to Council members at a time at the end of August or early September.

Consultant Andrea Olson explained that one of InterPlan's tasks was to build a travel demand model for Park City and its input is very data intensive. The model was built to address two specific hypothetical days including a *peak-peak* day and average off-season day. The model calibrated very well and close to Federal Highway Administration calibration guidelines. Through a computer-assisted presentation, she displayed existing traffic volumes on a *peak-peak* day during Sundance or Christmas and displayed the same in year 2020 with no growth. However, she emphasized that there is more traffic because Park City is significantly impacted by the areas around the City which will continue to grow. It also assumes that none of the goals in the Master Plan have been achieved. She noted that she can display any scenario. Ms. Matsumoto expressed interest in the growth of second home owners and Ms. Olson explained that second home ownership was accounted for in the model as well as growth in tourism. She displayed 2040 in the *peak-peak* and pointed out that the model is a robust tool for the Council to use in decision-making. Matt Cassel pointed out the benefit of projecting results without actually building improvements first.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JULY 14, 2011

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, July 14, 2011. Members in attendance were Dana Williams, Alex Butwinski, Joe Kernan, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Thomas Eddington, Planning Manager; Shelley Hatch, Business Licensing Analyst; Polly Samuels McLean, Assistant City Attorney; and Kurt Simister, Building Inspector.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Wounded Warrior Program - The Mayor referred to the Wounded Warrior Program hosted by the National Ability Center and discussed recognizing deployed servicemen and women in the Park City area over the years.

Sgt. Hobsett, participant, stated that NAC has done a wonderful job of getting soldiers here and helping them deal with their injuries. He emotionally spoke about the importance of public support and elements of the Program. Park City is a beautiful community.

III PUBLIC INPUT *(Any matter of City business not scheduled on agenda)*

1. Unrestricted parking request – Ron Whaley, 819 Park Avenue, stated that he is the only full-time resident on the block and surrounding area. He detailed his parking trends over the years and added that the City always waived his parking tickets. The City Council heard his concerns a year and a half ago but the remedy was not what he wanted. He requested a review of his parking situation again with Council (not with staff). The City Manager recommended that a work session be scheduled.

2. Temporary Zoning Ordinance - Jim Totora, long time Woodside Avenue resident, referred to the Planning Commission meeting last night specifically confusion on the TZO relating to single Old Town lots. He spoke about the process amending Historic District regulations two years ago. The Mayor clarified that the TZO does not affect single family dwellings on single lots. Planning Manager Thomas Eddington confirmed and explained that the focus is on setbacks on larger lots and lot combinations. Mr. Totora hoped that property owners will not have to fight another battle and he urged members to protect the *little guys*.

IV CONSENT AGENDA *(Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon under "Additional Discussion – Agenda Items")*

Consideration of authorization to the City Manager to execute an Agreement with Questar Gas to extend the main gas pipeline to the water treatment plant site in the amount of $113,846, in a form approved by the City Attorney - Liza Simpson, "I move we approve the Consent Agenda". Joe Kernan seconded. Motion unanimously carried.

V RESIGNATIONS AND APPOINTMENTS

Consideration of the appointment of Melissa Soltesz and Linda McCausland to the Public Art Advisory Board for terms expiring June 30, 2013 – Alex Butwiski, "I move that we appoint Melissa Soltesz and Linda McCausland to the Public Art Advisory Board for terms expiring June 30, 2013". Dick Peek seconded. Motion unanimously carried.

VI NEW BUSINESS ***(New items with presentations and/or anticipated detailed discussions)***

Consideration of an appeal of the City Manager's decision on the application of Title 4, Licensing, of the Municipal Code, more specifically convention business license fees – appellants - Heidi Hughes and Mike Sweeney – Shelley Hatch explained that this is an appeal of the business license fees assessed for 136 Heber Avenue, 408 Main Street, and 825 Main Street. On December 15, 2010, staff met with the appellants who were informed that each business needed to obtain a license and on January 10, 2011, Ms. Hughes submitted an application for 136 Heber Avenue to Kurt Simister in the Building Department who informed her that she would need to apply for multiple convention sales licenses for the locations of each of the vending booths. At the time of inspection, Mr. Simister noticed multiple vending booths inside each location and the appellants were again advised that they needed multiple licenses. On January 18, 2011 the applicants submitted a letter to Assistant City Manager Michael Kovacs requesting review of staff's decision requiring multiple licenses. On January 21, 2011, Mr. Kovacs supported staff's determination that each promoter must have his own convention sales license or business license. Ms. Hatch continued to explain that on January 24, 2011, the applicants paid under protest for additional multiple licenses for 136 Heber Avenue, 408 Main Street and 825 Main Street totaling $9,187 and of this amount, $972 was collected by the City for the HMBA which is not refundable.

After receiving the letter from Mr. Kovacs denying their appeal, Mr. Sweeney and Ms. Hughes requested a hearing with City Manager Tom Bakaly which occurred on April 28, 2011. On May 4, 2011 a letter was sent to the applicants from Tom Bakaly denying their appeal. On May 16, 2011 the applicants appealed the decision to City Council and on July 11, 2011 submitted a packet for City Council review but there was not enough time to respond to all issues raised. Ms. Hatch pointed out that the main issue is whether staff's determination was correct on licensing each individual gifting booth. She explained that gifting booths are stand-alone structures in areas that are developed in a particular brand for their merchandise. According to Park City Municipal Code Section 4-2-1, *it is unlawful to engage in business without a license on a temporary or permanent basis*. She quoted other sections of the Code dealing with the definition of a business and a section dealing with convention licenses and read language, *The Finance Department may issue a license for a period not to exceed two weeks for a temporary use of a convention or meeting rooms within any licensed convention or a meeting facility for the purpose of temporary retail sales of goods or services whether conducting with a convention or not.* Convention sales licenses are used only in an "A" assembly use area, and a business license is used with a "B" assembly use which differentiates them. Under the convention sales license section it states that it is the responsibility of the host to ensure licensing and compliance with the Uniform Building Code and the Fire Code and therefore based on the Code's definition of engaging in business, the City requires separate licenses for each booth and it is the responsibility of the host to inquire about the licensing.

Ms. Hatch stated that it is true that in the past the City has not enforced the requirement for each booth to have separate licenses and it is just recently that the Building and Finance Departments began meeting regularly during Sundance to discuss applications.

If the City Council chooses to grant the appeal and refund the extra fees to the applicants, staff feels that in all fairness, other businesses who were also required to have multiple licenses should also receive refunds. The total fees that would be refunded would be approximately $13,500. This amount includes a refund to the appellants. She stated that the applicants argued that between 2002 and 2010, they hosted various hospitality groups and filming suites during Sundance and were only required to have one convention sales license for each location. In 2011, the City uniformly required a license for each gifting booth when the City was aware of several gifting booths at one location. The applicants also argue that gifting should be exempt under PCMC 4-3-9 for solicitors of orders for future sales of delivered goods however because there are no orders being made and merchants are only placing their products in good media exposure, staff does not feel the exemption is valid. Because gifting is engaging in business as defined in PCMC 4-3-9(d), the Code places the responsibility in the host business and their promoter to ensure licenses for the persons engaging in business in the host business' location. Each gifting booth should be required to have a convention sales license and staff requests that Council review the appeal and consider upholding the Finance Department's and the City Manager's decisions to deny the refund for the additional fees paid for convention sales during Sundance 2011. Additionally, the Sundance packet included *The Rules of the Road* that included information on business and convention sales licenses.

Appellant Heidi Hughes explained that she and Mr. Sweeney are not hosts and work with people from the industry who want to come to Park City and be a part of the Sundance Film Festival. They work with the Main Street venues to fill their spaces and once a good match is made, they work very hard to make sure that it works for everybody and that the operation is compliant with City codes and regulations. They are not here to debate ambush marketing which is undefined in the Code as is the term *gifting*. If gifting is allowed, which it is, then the rules covering it should be clear and consistently applied which they were until this year. She stated that this appeal is about applying the Municipal Code. Companies that are not official sponsors of the Sundance Film Festival include movie industry businesses, and financiers who come to town to spend money on venue rental, lodging, meals, transportation, all at premium rates. No one would dispute the fact that these people bring a lot of money into the community. If the Municipal Code needs to be changed to regulate how these people conduct business while they are here, change the Code to regulate the way business in Park City is to be conducted during Sundance, post the *Rules of the Road* that accurately reflect how to conduct business and enforce the rules consistently. She reiterated that this has been the case until Sundance Film Festival 2011. According to the staff report, the staff agrees with their position that the Codes from 2002 through 2010 were interpreted and applied as they stated in their position statement, i.e., one venue, one business, one license per PCMC Title 4, Licensing. She quoted the staff report about the City uniformly requiring a license for each gifting booth when it was aware that several gifting booths were in a location.

Ms. Hughes stated that their questions and the basis for their appeal is when, why and how in 2011 did staff change the Code or the interpretation of the Code. How can staff claim they were not aware of other situations where several gifting suites were in one location when staff inspected and issued permits to those spaces, i.e., four other locations 738 Main Street, 580 Main Street, 264 Main Street and 608 Main Street and 255 Main Street, Slamdance. Why weren't the Sundance *Rules of the Road* changed to reflect these significant changes in the interpretation of the Code and why are other events and festivals such as Park City Food and Wine Festival, Tour of Utah, Park Silly Sunday Market, and the Arts Festival treated differently? Through their research and the data presented in the DVD, she felt they have satisfied the burden of proof that the staff's decision was in error.

She argued certain Findings of Fact in Mr. Bakaly's letter.

Finding No. 1. Between 2002 and 2010, appellants hosted various hospitality gifting and filming suites during Sundance under one convention sales license for each location. Ms. Hughes stated that they are not the ones who are hosting. Their role is connecting people and being in compliance with all of the rules and regulations. She spoke about their good reputation.

Finding No. 4. The nature of gifting has changed considerable from 2002 to 2011. In 2011, gifting involves booths with representatives for each company to represent their product and give it to people who give the product the right exposure. Generally, the product is not given to the general public. She disagreed with the preceding. Neither the Code nor the nature of gifting has changed from 2002 to 2011 and she referred to their Exhibit E which is the 2009 permit packet for the former Phoenix Gallery. It clearly shows on the floor plans and in the operational plan multiple gifting areas and booths and it was permitted under one business license for all entities. Different activities at various times of the day were explained.

The Mayor discussed the Gibson House where guitars were featured and Assistant City Attorney Polly McLean explained that if the venue had a "B" use which is a business license, it is assessed by square footage. She distinguished the Gallery application from the other two because the City collected the HMBA fees and Ms. Hughes is now asking for that money back as opposed to a refund for an "A" usage which was at the Jon Louis Restaurant and at the Town Lift, but her understanding is that in prior years staff had only collected one fee per location. In 2011, staff started communicating better so business licensing had a better understanding of what was actually happening with inspections since Business Licensing doesn't visit sites. Staff determined they had been misapplying the Code in years past and that each business should have to pay a business convention sales license. In 2011, the Code was interpreted differently.

Finding No. 5. Gifting booths are usually stand-alone structures or areas which are devoted to a brand of merchandise which are then given to celebrities. Ms. Hughes explained that gifting is not just the act of giving to celebrities, it also includes the public which depends on the targeted audience. There are several instances where some of these places were open to the public. Since sampling is not allowed on the street, sampling was conducted inside.

Finding No. 6. Pursuant to 4-2-1 of the Park City Municipal Code, "it shall be unlawful for any person to engage in business within Park City whether on a temporary or on a permanent basis, without first procuring the license required by this Chapter".

Finding No. 7. Section 4-1-20 of the Municipal Code defines "engaging in business" as "includes all activities engaged in within the corporate limits of Park City carried on for the purpose of gain or economic profit, except that the acts of employees rend4ring service t employer shall not be included in the term business unless otherwise specifically prescribed. "Engaging in business" includes but is not limited to, the sale or rental of tangible personal or real property at retail or wholesale, the manufacturing of goods or property ad the rendering of personal services for others for a consideration by persons engaged in any profession, trade, craft, business, occupation, or other calling, except the rendering of personal services by an employee to his employer under any contract of personal employment". Heidi Hughes reiterated that nowhere in the Municipal Code does it specifically address the act of gifting. As far as the Municipal Code is concerned gifting is not considered an act of business and is not regulated. Businesses are allowed to give away free samples of merchandise, goods and services, except alcohol.

Finding No. 9. Convention sales licenses are required for temporary "A" assembly use, such as restaurants or other assembly use and during Sundance are charged a flat fee for each separate entity engaging in business as required in Municipal Code 4-3-9. Business licenses are required for "B" assembly use, such as retails space. Those fees are calculated based on square footage as listed in the Business License Fee Schedule in Municipal Code 4-2-17. Ms. Hughes pointed out that the City also collects the fees for the HPCA in association with business licenses for assembly use. Their position is that even though gifting is not defined in the Code, if it is considered business under 4-2-2-1, it is exempted.

Mike Sweeney stated that the exceptions to the business revenue license fee provide that *no business license fee shall be imposed under this Chapter upon the following persons or businesses*. . .and (d) states *any person from a corporation exhibiting goods for sale concurrent with to a group display, meeting, or convention duly authorized to be held provided that the convention is duly licensed under applicable ordinance.* They believe that gifting is exempt and when this Code was written in 2002, the whole concept was to try to make the Olympics work so only one license had to obtained. It was the time the convention sales license was introduced which also provides a hotel or any other assembly place the opportunity to bring in a convention under one license. He argued that the Park Silly Sunday Market, the Art Festival, Tour of Utah and Food and Wine Festival were licensed with one permit and all other vendors operated under that umbrella. The reason multiple licenses did not have to be pulled is because of the exemptions in the Code which is the whole purpose of the convention sales license. He stated that both he and Ms. Hughes were under the impression that that is the way the Code was interpreted and they have been licensed this way since 2002. If every vendor is required to pull a license, then the Code should clearly state that and they believe that the Code says that only one business license or one convention sales license is required per location. Mr. Sweeney stated that they did not receive the benefit of communication from the City in time so that they could explain to their clients that the rules had changed and he questioned staff's authority to change those rules. He believes that it is the City Council's responsibility to amend the ordinance so it is clear. They have been doing exactly what they had been doing in the past and he again commented on information not being communicated. The *Rules of the Road* indicated that only one business license or convention sales license is required.

In response to a question from Cindy Matsumoto, Mr. Sweeney explained that PSSM doesn't have a business license but a master festival license that allows them to host vendors. She pointed out that he is not a special event. Mike Sweeney commented that during the Sundance time frame, they are allowed to pull a convention sales license for a restaurant or a bar or a business license for a retail space where a full business license fee for the year has to be paid. They are not opposed to paying a fee that covers City services and felt that the ordinance can be amended so that the people doing business as an official sponsor or doing business during Sundance pay their fair share. He explained that Sundance has an MFL and official sponsors do not have to obtain a separate license for each location but not each booth. Building Inspector Kurt Simister emphasized that there are differences between a MFL, a special event, and tag-ons which are entities riding on the coattails of these events making the licensing and approvals specific. Many times fees are waived with MFLs and only one license is required for a special event.

Heidi Hughes referred to Finding No. 10 (did not read it into the record) and stated that licensing in 2011 was different and was not done pursuant to the Municipal Code. It was not how the Code was interpreted or enforced in the past years. GRAMA reports are included in the appeal package which shows that in years prior to 2011, it was one venue one business license. In 2011, it was clearly interpreted and enforced differently without public notice or approval by the

City Council. Furthermore, the language in the Sundance *Rules of the Road* published by the City has not changed for at least three years. It was not made clear to them until very late in the game that the interpretation had changed and there was going to be a requirement for additional money and licenses.

Finding 11. For every location having gifting suites which Business Licensing was aware of, the City required separate convention sales licenses for each gifting booth as well as a license for the promoter who organized the gifting booths. She stated this is not the case, it is not what the data shows or what actually happened. As mentioned before, they had several other locations in 2011, all of which were engaging in business exactly the same the way as at 408 Main. Those venues were inspected and permitted consistent with years past. In response to a question from Liza Simpson about questioning this point with staff, Ms. Hughes responded that this was all happening as the Festival was beginning and she didn't ask the question at the time because she didn't want to pay more money and wanted to get licensed and move on. Cindy Matsumoto asked what would have happened if Business Licensing knew the same kind of business operations were conducted at 738, 580, 364 and 608 Main Street. Ms. Hatch indicated that separate licenses would have been required. She explained that most applications are very vague and not forthcoming and staff began to catch these situations by meeting more as a team specifically with building inspection and code enforcement. Mr. Simister explained that inspectors started asking more questions about the lay-outs of seating plans. Ms. Hughes stated that they had submitted floor plans to obtain the permits and inspections were conducted and she stated that applications were consistent with past years. In addition to all of these permits, they obtain conditional use permits for over-crowding which also requires an operational plan.

Finding 15. At the location 825 Main Street, Mike Sweeney paid without protest five other convention sales licenses for the promoter Best Events. Those five other licenses were for tent on deck, garage, House of Swag, Carrera and Stella Café. Mr. Sweeney stated that these are the same convention sales licenses that were required and paid for during past Sundance Film Festivals which satisfied PCMC's requirements regardless of how many different brands were located in the Town Lift Plaza within each individual business space. Except for 2011, these same acquired convention sales licenses and business licenses satisfied the City's licensing requirements for the Town Lift Plaza since 2004.

Ms. Matsumoto asked why he paid for individual vendors at 825 Main Street and Mr. Sweeney explained that for each location in the Town Lift Plaza he did not want to argue with the City and paid the fees under protest.

Finding No. 18. For the location, 408 Main Street (Gallery) appellant paid for a business license for the square footage of the location. Appellant Heidi Hughes paid in protest $972 in HPCA fees collected by the City for four gifting booths. Ms. Hughes explained that their client in the space was Variety Magazine and they had already paid for one business license and one HPCA fee but at the determination, Michael Kovacs determined that additional licenses must be obtained. It was decided on the spot that in order to be in compliance, she would pay the HPCA fee for each one of those booths which she did. Subsequently she has been told that those fees are gone and she has to deal with the HPCA. The City required her to pay the fee and if she is owed money back, the City should pay her. Mike Sweeney interjected that another problem is that the HPCA fee is based on a business license and he questioned if this was the appropriate mechanism to pay the City for additional fees.

Heidi Hughes expressed that she wasn't sure if she should continue reading her report on the Conclusions of Law and Mayor Williams stated that they should assume that members have read their packet material and the salient points of the appeal have been made. He felt it is time for Council to deliberate. In response to a question from Liza Simpson, Ms. Hatch explained that type of license is driven by building use. Kurt Simister added that A and B uses are defined in the Building Code and A is an assembly use of over 49 people and B is a business use with less than 49. It is a *mall concept* with an anchor building with multiple businesses in it. Mike Sweeney again explained that if the building is a restaurant it is an A use but an art gallery would be a B.

Shelley Hatch pointed out that the Sundance Institute holds the MFL and businesses can apply to be sponsors. The tag-on businesses are not sponsors under the MFL umbrella. The convention sales license is totally separate. She stated that Section 4-1-20, engaging in business, addresses the purpose of gain and emphasized that no one gives anything away for nothing; there is a purpose. The reason staff asked for the HPCA fee was because it needed to be accounted for.

Tom Bakaly referred to Page 39 of the packet. In making his determination he considered whether gifting is engaging in business and the Code specifies <u>*all*</u> *activities engaged in within the corporate limits of Park City carried on for the purpose of gaining economic profit*. He concluded that gifting meets the definition of engaging in business and giving somebody a gift certainly falls within the category of <u>all</u> activities and it is for the purpose of gain. His next question was whether there should be individual licenses or a collective license and read the language, *it shall unlawful for any person to engage in business when in Park City on a temporary or permanent basis without procuring a license.* The *any person* suggested an individual to him and not a group or organization to license on behalf of another. Mr. Bakaly stated that he denied the appeal based on that Code section and the wording, *Businesses which make all or portions of their license business location available to other persons for the purpose of engaging in business shall be responsible to ensure that such persons obtain business licenses*. . .He believes that if a business is being used for gifting or delegated to a representative, the host needs to obtain the proper business licensing. Mr. Bakaly noted that he considered past practices but ultimately made his decision on language in the Code. Those businesses got a break in the past and by looking at this interpretation for 2011, they were engaging in businesses and should have had individual licenses. With regard to the HPCA fee, staff acted in compliance with the ordinance and wasn't in a position to consider refunding it. For the benefit of Liza Simpson, it was explained that on licenses based on square footage, the HPCA fee is collected by the City.

Joe Kernan believed that the change in the interpretation of the Code in 2011 was significant and there was not much time for Mr. Sweeney and Ms. Hughes to pass along the costs. He felt the language in the Code is unclear. He is inclined to provide a refund to them and to amend the Code in the meantime. Dick Peek agreed with staff's analyses in denying the appeal and believed that each individual business should be licensed. Ms. Simpson asked if fees are structured to recovery costs and Mr. Bakaly advised that there are two components, the administrative fee and fee collected to support free bus system.

Cindy Matsumoto believed that the appellants tried to follow the rules as they understood them but agreed with staff's interpretation that a business license is required for each entity. She acknowledged that they were not able to pass on the costs to their clients and was interested in how other members felt. Alex Butwinski agreed with Mr. Kernan. He stated that people expect certainty and it is reasonable to refund this year's fees. The appellants are now on notice and the ordinance will be enforced. The fee paid to the HPCA is a matter that will need to be addressed by the affected parties. Liza Simpson voiced her support of staff's decisions and recommended that business license fees be addressed in the *Rules of the Road* in the future. Shelley Hatch interjected that they are already there. Ms. Simpson believed that the nature of gifting has changed. She was inclined to refund the money but then realized there are five other locations where they didn't get caught and maybe the fairer thing to do would be to call it a *wash*.

Mayor Williams stated his concern about departments not communicating until recently and the timing of the matter so close to the beginning of the Festival. He can live with the majority decision but believed the Code should be clearer. He emphasized that tag-on operations are not part of the Festival; they are here to make a profit off of a Festival that they do not support as a sponsor. While ambush marketing is not what Council is here to decide, if Ms. Hughes and Mr. Sweeney were under the MFL umbrella, there would be no issues. He indicated to the appellants that they are here to try to make a profit off of someone else's event and he believed they are hosts. Each vendor should have to pay for a business license but the Mayor expressed concerns with the timing and that fees were not collected historically. The Code needs to be clear and not open to interpretation. Ambush marketing is Sundance's biggest threat and he is sensitive to the MFL holder and potential impacts on Sundance Institute.

Polly Samuels McLean suggested that the motion include all three parts of the appeal including the general refund, the HPCA fee refund and refunding the other people that paid for convention sales licenses for a total of $13,500. Mark Harrington explained that those people have no standing, but it is brought up as a matter of fairness. If the basis of the decision is estoppels for these individuals based on their circumstances, a full refund to the others is not necessarily prudent. The majority of members were not in favor of refunding fees to others. The HPCA fee was discussed. Ms. Simpson did not feel this is a fairness issue because they are not part of the appeal.

Joe Kernan began making a motion which only addressed the general refund issue and Mark Harrington suggested framing the motion to include language granting the appeal and directing staff to return with findings based on estoppels principles for these appellants only and not the fees paid by others. The motion should include no refund on the HPCA fee and a finding that staff did not error with the assessment of fees. Staff is also directed to clarify the Code that gifting is conducting business. Joe Kernan, "I so move". Cindy Matsumoto seconded. <u>Motion unanimously carried</u>.

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3 p.m. Members in attendance were Mayor Dana Williams, Alex Butwinski, Joe Kernan, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Michael Kovacs, Assistant City Manager; Thomas Eddington, Planning Manager; Diane Foster, Sustainability Manager; Joan Card, Environmental Regulatory Manager; Jason Christensen, Environmental Regulatory Attorney; and Mark Harrington, City Attorney. Cindy Matsumoto, "<u>I</u>

move to close the meeting to discuss property and litigation“. Dick Peek seconded. Motion carried unanimously. The meeting opened at approximately p.m. Joe Kernan, “I move to open the meeting”. Liza Simpson seconded. Motion unanimously carried.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL AND PLANNING COMMISSION
JOINT WORK SESSION NOTES
JULY 7, 2011

Present: **Mayor Dana Williams; Council members Alex Butwinski; Joe Kernan; Cindy Matsumoto; Dick Peek; and Liza Simpson**

Planning Commission Members: Charlie Wintzer, Brooke Hontz, Mick Savage, Jack Thomas, and Nan Worel

Tom Bakaly, City Manager; Jon Weidenhamer, Economic Development Manager; Diane Foster, Sustainability Manager; and Katie Cattan, Planner

Consultants: Charles Buki, czb; and Becky Zimmerman, Design WorkShop

Absent: **Planning Commission Members Adam Strachan and Julia Petit**

Visioning Recap / Retail Overview / Facilitated Discussion. The Mayor thanked everyone for attending but pointed out that there may be not enough time to discuss individual concerns because of time restraints. He relayed that this is the beginning of a year-long process in terms of a re-write of the General Plan. Hopefully there will be time for public comments at the end of the session but there will be opportunities to address the Council at upcoming meetings. He pointed out the benefits of the Planning Commission and City Council receiving updates at the same time. The majority of the meeting will be a recap of the Visioning Session from two years ago on the model for rewriting the General Plan.

Tom Bakaly introduced Charles Buki of czb who will facilitate the session and explained that the goal of the meeting tonight is to get a sense of policy direction as it relates to redevelopment. Mr. Buki pointed out that two years ago today, czb make a recommendation to the City Council about its findings and recommendations. Since 2009, the economy has changed a great deal on many levels and czb is a national firm, working in a variety of market types. He introduced Becky Zimmerman from Design Workshop who will co-facilitate. She spoke about her experience working in mountain communities around the world which provides some great insights.

Through a PowerPoint presentation, Mr. Buki explained that the agenda will provide a context to address redevelopment properties and the role of the City Council and the Planning Commission in working together to provide policy clarity. He spoke about interviews held in 2009 with members of the community, information collected and the resulting mandate *to keep Park City Park City*. He relayed that the public articulated four principle building blocks including (1) sense of community, (2) small town feel, (3) natural setting, and (4) history, regardless of where they live or when they came to Park

City. The other message was, *don't screw it up*. Six community ideals surfaced to (1) respect and conserve the natural environment, (2) promote balanced managed sustainable growth, (3) provide a strong sense of place, character and heritage, (4) foster a strong sense of community, vitality and vibrancy, (5) support and promote diversity in people through housing and affordability; and (6) promote a diverse stable and sustainable economy. Charles Buki emphasized that these ideals are not prioritized and open to a great deal of interpretation. It was decided to organize these into categories related to economy, environment, social equity, and quality of life which can be oppositional elements. People are concerned that Park City still feels like a small town which is an important value. He encouraged managing these pieces so that quality of life remains. Quality of life in Park City consists of incomparable arts and culture, world class skiing, outdoor recreation, and resident amenities. Some responders focused on one thing while others acutely understood that trade-offs are necessary to keep *Park City Park City.*

Charles Buki explained that it is intended to present associated market data to help form clear policy direction on redevelopment. Becky Zimmerman referred to the Retail Market Study, distributed to members, which examines the five districts within the City limits. She stated that Main Street is a relatively healthy retail district but there should be higher average sales per square foot than currently occurring. The tenant mix is pretty good but there could be improvement, specifically with regard to ground floor vibrancy and local patronage which is critical to even out seasonal swings. Some key recommendations for the Main Street District include attracting the right tenants, providing gathering spaces and some streetscape improvements. The integrity of Historic Main Street should be maintained.

Key findings for the lower Park Avenue District primarily relate to the day skier visitor but its condition is in a state of decline and ripe for redevelopment. She encouraged redevelopment and expressed that things could be built here that would not *cannibalize* Main Street and promote synergy. The dated building stock in the area was discussed.

Ms. Zimmerman relayed that the Bonanza/Park District is viewed as serving residents, part-time residents, and visitors alike and helps to prevent lost sales to Kimball Junction or Salt Lake City. Its economic performance is okay for the type of uses there but there could be better performance with a renovated product. In response to a question from Cindy Matsumoto, Ms. Zimmerman detailed the process used to calculate sales per square foot information. On average all districts were in the $250 to $300 sales per square foot range. The Bonanza/Park District offers a great opportunity for a mixed use neighborhood that includes a variety of retail focusing on residents. She recognized that part-time residents and visitors would also use the retail and some housing, civic and cultural facilities should be considered as well.   Connections could be improved and its gateway location could be leveraged.

She explained that Prospector is the smallest district of the five geographically and sort of lacks an identity but it seems adequate in its role in the broader community. If deemed important, there is an opportunity to improve its identity through signage and access and take advantage of its proximity to the Rail Trail.

The Deer Valley District serves an important role for visitors and second home owners and there are opportunities in the future for base area development. Key recommendations include businesses and restaurants geared toward guest convenience with the understanding that guests would also come into town to shop and dine.

Ms. Zimmerman continued to explain the metrics piece of the study which is a tool for the City in moving forward. There are guiding principles and a rating system for qualitative and quantitative elements. She believed that people are used to perceiving metrics as quantitative but that does not consider the visitor experience and qualify of life piece and there are some metrics that have some subjectivity to them. Baseline conditions are more important than a number to Park City and there are metrics that relate to district or City-wide economics, environment, and community. This tool is meant to be dynamic and change over time.

With regard to redevelopment, Ms. Simpson believed that Park City's sense of community is fostered by not having national chains on Main Street. Joe Kernan agreed that some areas of town should be improved. Bonanza/Park is important and should be protected and he concurred that consideration should be given to the experience of the user who is working, dining and shopping in the area. Jack Thomas expressed that redevelopment offers an opportunity for balance of economies. Statistics and averages do not deal with what affects us most which is the visual experience and there is an opportunity within redevelopment to explore those relationships and aesthetic experiences. As a Planning Commissioner, he hopes *to raise the bar* a little bit to develop a better understanding on how to make a more creative and attractive community. He commented that this ties into the user experience. Alex Butwinski stated that part of the difficulty is recognizing that at the same time we're a resort community. An example is the investment the resorts make every year to improve the skier experience and to remain competitive. At some point, priorities need to be set and for him, it is sense of community that is most important. Becky Zimmerman discussed South Lake Tahoe's costly mistake in not maintaining the town on a regular basis. Mr. Butwinski hoped that Park City would retain its visual experience. Ms. Simpson added that sense of community is also important to her and Mr. Buki summarized comments to mean that not only is redevelopment good but it is essential and buried within that is a high sense of community. Ms. Simpson stated that is not what she said. The examples of good design come from the deep rooted belief in this community. Sense of community should be at the top of the list because of all of the other things that flow from this attribute. Diane Foster interjected that sense of community also positively impacts the visitor's experience.

In response to a question from Mr. Buki, Jack Thomas indicated that historically redevelopment has a negative connotation and the City should be cautious. Dick Peek viewed redevelopment as evolutionary by not starting *with a clean slate*. He discussed redevelopment models in southern California which he described as extreme and not appropriate for Park City. Charlie Wintzer stated that for over 30 years, everything has been built and redeveloped and the whole town has reinvented itself, excluding Deer Valley. Without redevelopment, Park City wouldn't be what it is today and he credited redevelopment. Probably 90% of Old Town has been redeveloped at one time or another in the past 40 years. He pointed out that some of the properties on lower Park Avenue are not very much behind the poor condition of properties in South Lake Tahoe discussed earlier. Mr. Wintzer relayed that some returning visitors don't want to see change here and familiarity has its benefits. Mr. Buki summarized Mr. Wintzer's comments to mean that there are limits to the scope of redevelopment.

Mr. Wintzer spoke about higher sales on Main Street compared to Bonanza/Park and emphasized that businesses basically have six good months to make a profit and cover costs. There should be a way to even out the areas which he believed can partially be accomplished with redevelopment. However, he warned that if there is too much, Park City may lose core businesses because of increased rents.

Becky Zimmerman discussed Vail's reputation for businesses being closed in the off-season which negatively impacted tourism. Mr. Wintzer spoke about the need for more businesses to target the locals. Full-time residents support businesses in the off-seasons and only 40% of Old Town consists of full-time residents which affects Main Street. Liza Simpson pointed out that she works and lives in Old Town and it has been her observation over the past 14 years that the off-seasons are getting busier and busier, at least the weekends. Most people don't want Park City to be a four-season resort. She referred to a comment in the retail report that described Main Street as *gallery heavy* and pointed out that 12 years ago, it was *too many t-shirt shops* on Main Street. Now Park City has a more vibrant fine arts community which she felt is not a bad thing.

Nan Worel expressed that redevelopment is evolutionary and it is also an opportunity to be proactive rather than reactive to change. Goals establish a framework to evaluate development and protect a sense of community. Ms. Simpson spoke about incentivizing affordable housing by granting additional height, for instance, which may be a good approach for attracting the right type of redevelopment. Charles Buki asked what it means to be *proactive* and Ms. Worel explained having a collective vision of where the community wants go which should be the basis for decisions.

Brooke Hontz believes that the Planning Commission will have the tools with the revised General Plan and Land Management Code. The current General Plan is inadequate because of conflicting language throughout the document. She would love to support redevelopment to make the community better based on a process that people feel is fair. The Planning Commission gets there now, but it can be a painful process for some applicants. She acknowledged staffing limits and felt the City needs adequate resources so that the process is better, faster, easier, and fairer. Mr. Buki asked how she feels about the word redevelopment and Ms. Hontz responded that it is a great word but it is dependent upon how it is accomplished.

Charles Buki stated that the City is operating with a dated General Plan, a dated LMC, redevelopment pressures, and lack of clarity on how to prioritize those pressures. He felt that direction from the Council and the Commission is critical in rewriting the General Plan so it is not written in a vacuum. Mick Savage expressed that the lion's share of the effort needs to go into the vision question and the vision needs to be as explicit as possible and within a 20 to 30 year perspective. He believes that agreement as it relates to a long-term vision will promote efficiency in terms of developing a General Plan and a LMC that is well-informed by the vision. The visioning work done so far is good but it is *fuzzy*. The districts in Park City should not only be defined as to what they will be but also what they are, which allows us to think very explicitly about the way we connect. He agreed with Commissioner Thomas about thinking about this from a visual perspective.

Charlie Wintzer felt it important to formulate a list to evaluate projects, i.e., size and mass, environment, economics, etc., giving the Planning Commission a tool to make sure that goals are being achieved and to have a target. He asked for guidance from Council and clarified for Mr. Buki that an application would not have to meet every criteria on the list but at least this is a tool to rank projects. Cindy Matsumoto believed that redevelopment is important for Park City but it doesn't necessarily mean growth. She views lower Park Avenue as servicing tourists and Bonanza/Park as a locals center. Sense of community keeps us all here and redevelopment should support sense of community. She spoke about encouraging a vibrant economy and reinventing older product that will attract tourists. Ms Matsumoto was concerned about losing 600 residents (reflected in the Census) and felt high housing prices played a part. With no growth, she questioned how Park City will be able to support adding another one million square feet of retail without hurting existing businesses.

Alex Butwinski pointed out the partnership the City can develop with an applicant with regard to obtaining community amenities. Mr. Buki summarized comments to mean that redevelopment can be a partnership tool and should be complimentary. Mr. Butwinski agreed and felt criteria is necessary. Currently, the LMC and the General Plan don't provide criteria and once there is a vision, it will be translated into redevelopment projects. Mr. Buki asked if the LMC and General Plan are the right tools. Alex Butwinski believed that the revised documents should provide redevelopment criteria. Joe Kernan felt the General Plan should address grid systems, form-based codes, etc. so that areas are developed accordingly. Mr. Buki asked if other tools would be helpful and Mr. Kernan felt that the consultants or City Manager should be advising the group on this point.

Mayor Williams commented on proactive planning and the Park City Heights Project where the City bought half of the project and was able to control housing prices. The City then had an opportunity to proactively design a neighborhood that hit price points that aren't available in town anymore. One of the over-riding guiding principles is being a socio-economically diverse town with a working class living here which distinguishes Park City from other resort towns like Vail or Aspen. Park City has some history of proactive planning. The Mayor discussed the cooperative relationships between the City and the owners of Treasure and Bonanza/Park and citied a fundamental shift in the development community here.

The Mayor pointed out the fluctuation in Old Town of year-round residents versus renters and emphasized that Park City is always shifting. He quoted the Hyatt Palmer study advising *to be the funk that you are* which attracts visitors even in poor economic years. Mayor Williams stated that he is not afraid of redevelopment and feels it is necessary. There was a conscious effort years ago to discourage big box and chain stores here and he doesn't consider Kimball Junction the main entrance to Park City anymore, but rather Quinns Junction; this is a different era. The LMC has changed over the years and at one time, density bonuses were relatively easy to obtain by providing trails, affordable housing, open space, etc., but now 60% open space, trails, and affordable housing are required in order to be approved. Even though this document needs to be updated, in perspective the LMC has changed a lot over 20 years. In his opinion, there is cohesiveness and interested residents of all ages in the community. People expect to receive increased services when paying a property tax increase and are not necessarily supportive of bonding for projects supporting our resort economy which ironically attracted most of our residents. It is his opinion that redevelopment is positive.

Mr. Buki referred to Commissioner Savage's comment about *informing* the General Plan. He summarized the discussion to mean that redevelopment is okay with partners in a complimentary relationship but criteria are needed. He asked if there is agreement that part of being proactive is pushing for things that the market may take longer to generate. Ms. Simpson believed the Council is already taking that approach with lower Park Avenue. There have been studies and members are not waiting for Park City Mountain Resort to come to the City. The Mayor acknowledged that there has been debate about facilitating more growth.

Mr. Wintzer stated that he agrees with everything said but some points are not consistent with the visioning statement about mountain life style, open space, etc. He acknowledged, however, that without redevelopment the community may lose these attributes anyway. The Mayor felt that the public expects the City to be proactive in terms of steering growth. Mr. Wintzer questioned losing *a great small town sense of community* if redevelopment is proactively sought. Each survey statement seems to say *stay the way we are* which is not a healthy environment. Ms. Simpson countered that if the City is proactively involved in redevelopment, it is guiding the vision into the project. Mr. Wintzer explained that if the City is proactive in redevelopment, it needs to be educating the community. Joe Kernan spoke about the power of gathering places in creating a sense of community and suggested adding them in the Bonanza/Park area. Mick Savage stated that visioning tells us how it feels but it is our job to try to convert that into a redevelopment strategy that says how it is going to look and implement it in a way that is acceptable to the community.

In response to a question from the consultant about planning resources, Tom Bakaly explained that staff needs help with a strategic plan and with how we get there. Implementation tests a plan and he asked whether the hard work is going to happen at the General Plan strategy level or is it going to happen when individual projects are processed. He again felt a strategic plan is necessary and referred to examples of goals and strategies in the staff report. The goals listed are not far off from those cited tonight but more work needs to be done to avoid conflicts on individual projects whether they are lot combinations or issues relating to Bonanza/Park. Charles Buki emphasized that few communities get clear marching orders from even the best written general plans as they are intended to provide general direction and along the way there can be all kinds of migrations made for economic reasons. Mr. Bakaly commented on potential priority conflicts because making decisions is often hard and he prefers establishing priorities now before the revised General Plan is finalized.

Mr. Buki referred to Exhibit A in the meeting packet which lists goals and strategies and strongly encouraged Council and Planning Commission members to review this information over the next two weeks. The current General Plan needs direction and he asked that specifics be provided at the next meeting. Mick Savage suggested articulating individual characteristics of each district. Katie Cattan stated that staff needs clarity that the draft goals and strategies are supported by members and the City Manager directed attention to the projects which may change goals and strategies.

The Mayor discussed the controversy and objections voiced by the local soccer community over bringing a non-local soccer tournament to Park City and pointed out that officials may have a collective vision about things but no matter what is done, there is always going to be a difference of opinion. For instance, the Treasure Project was approved 25 years ago and no matter what is done, there will be people unhappy about the decision. Mr. Buki again asked that members work in groups, *tear the list apart* during the next two weeks, and return prepared so that Bonanza/Park and lot combinations can be addressed within a context. Secondly, he pointed out that the General Plan is a document that changes at least annually and suggested forming a working sub-group of Council, Commission and staff to generate an annual review of the General Plan. Staff needs clarity. Alex Butwinski encouraged the public to provide feedback on this project. Ms. Simpson believed the annual review naturally falls within Council's annual Visioning Session. Mr. Buki asked if any official is opposed to redevelopment; there was no response.

Prepared by Janet M. Scott, City Recorder

City Council Staff Report

Subject:	**Government Records Access Management Act (GRAMA), Records Classification and Retention Schedules Update**
Author:	**Cindy LoPiccolo**
Department:	**Executive**
Date:	**August 4, 2011**
Type of Item:	**Administrative**

Summary Recommendation:

Approval of Resolution adopting amended records classification and retention schedules for each record series maintained by Park City Municipal Corporation pursuant to the Utah Governmental Records Access Management Act (GRAMA) (UCA 63-2)

Topic/Description:

Government Records Access Management Act (GRAMA) amendment of Park City records classification and retention schedules.

Background:

The Government Records Access and Management Act (GRAMA) went into effect in 1992. GRAMA sets forth guidelines for classifying information in government records based upon who has the right to access that information. The law also identifies the records management responsibilities of agencies, and the duties of State Archives and the State Records Committee.

The City established a government records access management program in 1992. In 1998 retention schedules identifying records commonly found in local government were adopted by Resolution for each record series pursuant to the Utah Municipal General Records Retention Schedule prepared by the Utah Department of Administrative Services, Division of Archives and Records Service, with record amendments, exclusions and additions as necessary and particular to Park City. Staff conducted a review and update of schedules in 2008 which were adopted by Resolution. This report documents the recent evaluation of records for designation in the classification and retention schedules as proposed and included in this Resolution for Council consideration and adoption.

Analysis:

The Government Records Access and Management Act's legislative intent recognizes two constitutional rights: the public's right of access to information concerning the conduct of the public's business, and the right of privacy in relation to personal data gathered by governmental entities. The Utah State Legislature also recognizes a public policy interest in allowing a government to restrict access to certain records for the public good.

The intent of GRAMA is to (1) promote the public's right of easy and reasonable access to unrestricted public records; (2) specify those conditions under which the public interest in allowing restrictions on access to records may outweigh the public's interest in access; (3) prevent abuse of confidentiality by governmental entities by permitting confidential treatment of records; (4) provide guidelines for both disclosure and restrictions on access to government records, which are based on the equitable weighing of the pertinent interests and which are consistent with nationwide standards of information practices; (5) favor public access when countervailing interests are of equal weight; and (6) establish fair and reasonable records management practices.

In doing these things, GRAMA categorizes information found in government records into four areas: public, private, controlled, and protected. Records for which another statute or federal regulation controls access are considered exempt or limited from disclosure through this law. The City's records have been categorized or classified into the City's Schedules (Exhibit A) which also list the time frame (retention) that records need to exist before they can be destroyed or should be transferred to the State Archives permanently.

Staff submitted the proposed schedules for retention and disposition of Park City records to the State Records Committee and has received the Committee's approval. Upon review and adoption of the proposed Resolution, the City shall maintain and destroy records in accordance with the retention schedules outlined in Exhibit A.

A record, record series or information within a record may be classified, reclassified or re-designated at any time, but the City is not required to classify a particular record, record series or information until access to the record is requested. Staff conducts a comprehensive evaluation and update of the Records Classification and Retention Schedules approximately every five years. In addition to the update of Schedules, City staff will be provided with GRAMA procedures and records management information.

Department Review:
All department reviewed schedules under their purview and a comprehensive review was conducted by the City Attorney and City Manager.

Alternatives:

A. Approve:
Approve the Resolution adopting the records classification and retention schedules for Park City. This is staff's recommendation.

B. Deny:
City Council may deny the adoption of the proposed Resolution. This is not recommended as the schedules should contain a listing of current City records.

C. Modify:
City Council may amend the Resolution or Exhibit A; provide specific direction to staff.

D. Continue the Item:
City Council may continue the discussion in order to receive additional information.

E. Take No Action:

This is not recommended as the schedules should contain a listing of current City records.

Significant Impacts
An accurate listing of current Park City records would be unavailable for utilization by staff in response to GRAMA requests (requests for records) as required by state code.

Consequences of not taking the recommended action
The current records classification and retention schedules would remain in place and followed by City departments; these schedules were developed five years ago and may not accurately reflect current City records.

Recommendation:
Approval of Resolution adopting amended records classification and retention schedules for each record series maintained by Park City Municipal Corporation pursuant to the Utah Governmental Records Access Management Act (GRAMA) (UCA 63-2)

Resolution No. 11-

RESOLUTION ADOPTING RETENTION AND CLASSIFICATION SCHEDULES FOR CERTAIN RECORDS MAINTAINED BY PARK CITY MUNICIPAL CORPORATION PURSUANT TO THE UTAH GOVERNMENTAL RECORDS ACCESS AND MANAGEMENT ACT AND REPLACING RESOLUTION NO. 33-08 IN ITS ENTIRETY

WHEREAS, in 1991, the Utah State Legislature enacted the Government Records Access and Management Act (GRAMA); and

WHEREAS, GRAMA governs the management of and public access to the government records of the State of Utah and all of its political subdivisions; and

WHEREAS, GRAMA is applicable to Park City Municipal Corporation as a political subdivision of the state of Utah; and

WHEREAS, in 1998, City Council adopted Ordinance 98-46 and Resolution 21-98 which adopted the 1998 Utah Municipal General Records Retention Schedules with modifications consistent with the administrative needs particular to Park City; and

WHEREAS, approximately every three years, department managers and staff complete a comprehensive review of the City's records classification and retention schedules and certain amendments have been proposed in order to reflect the City's current records; and

WHEREAS, the City Council deems it important to promote the public's right of easy and reasonable access to unrestricted public records, and to provide guidelines for both disclosure and restrictions on access to government records, which are based on the equitable weighing of the pertinent interests and consistent with nationwide standards of information practices; and

WHEREAS, the City Council finds it is in the best interest of Park City Municipal Corporation to rescind Resolution No. 33-08 in its entirety, and adopt this new Resolution outlining the record classification and retention schedules for the City departments.

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

SECTION 1. RESOLUTION NO. 33-08 RESCINDED. Resolution No. 33-08 is hereby rescinded.

SECTION 2. AMENDED RECORD CLASSIFICATION AND RETENTION SCHEDULES ADOPTED. Amended Park City Municipal Corporation Record Classification and Retention Schedules are hereby adopted as presented in Exhibit A. (**Exhibit A is lengthy and is available on-line for review.)**

SECTION 3. EFFECTIVE DATE. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this 4th day of August, 2011.

City Council Staff Report

Subject: **Amendment to Encroachment Agreement with Treasure Mountain Homeowner's Association for an Elevator & Abutting Facilities Located in the Third and Main Street Right-of-Ways**
Author: **Matthew Cassel, City Engineer**
Date: **August 4, 2011**
Type of Item: **Legislative**

Summary Recommendations:
Staff recommends that the City Council approve an Amendment to the Encroachment Agreement, in a form approved by the City Attorney, with Treasure Mountain Inn Homeowner's Association for the purpose of constructing, operating and maintaining an elevator and abutting facilities for Treasure Mountain Inn, 255 Main Street.

Description:
City Council approved the original Encroachment Agreement with Treasure Mountain Homeowner's Association during the March 3, 2011 City Council meeting. The applicant has requested modifications to the agreement to allow the location of an air exchange unit and snow melt boiler in the proposed storage room within the 3rd Street ROW and to install a snow melt system along the stairs and walking path also within the 3rd Street ROW.

Background:
A separate encroachment agreement with Treasure Mountain Inn Homeowner's Association was recorded on October 3, 2006 for the columns and covered walkway at the entrance of the Inn on Main Street.

An existing deck encroachment exists on the north side of the building and within the Third Street ROW. This deck/patio has been in existence for over 10 years. Efforts to find an encroachment agreement for this deck were futile so it was included in the most recent encroachment agreement.

A Historic District Design Review (HDDR) was completed by our Planning Department during the design phase of the project. The building is not historic. The application was vested under the old guidelines but their design is compatible with the new guidelines. The HDDR included noticing of the neighbors. No issues have arisen.

The Planning Department is in support of the proposed exterior building improvements and deck and patio encroachment improvements as it consistent with the General Plan for the Main Street commercial zone in activating exterior gathering and dining areas.

The applicant is currently in construction and renovating the north face of the Treasure Mountain Inn. As part of this renovation, the applicant proposed to install an exterior access (elevator) to the building and a ramp to the elevator in compliance with the

American with Disabilities Act (ADA). Current ADA access into the facility is through their parking garage.

The original encroachment included the elevator and its shaft, mechanic room for the elevator, ADA ramps leading to the elevator and expanded decking on the main floor to maneuver around the elevator shaft.

As part of the original encroachment agreement, the applicant is to provide a 10 foot by 18 foot lockable storage room for the sole use of the City and will install and provide water to the City's planter located at the intersection of Third Street and Main Street. Additionally as part of the encroachment agreement, the applicant is required to undertake additional snow removal responsibilities for the sidewalks, curbs and walkways abutting the encroachment and is required to maintain additional insurance levels with the City named as an Additional Insured by the applicant's insurance carrier.

Analysis:
Air Exchange Unit – the air exchange unit was previously located in the 3rd Street ROW. During negotiations for the encroachment agreement earlier this year, the air exchange unit was forgotten by the applicant and was not included in the discussions. If the air exchange unit is to be located in the 3rd Street ROW, it was determine by staff that the best location is in the 10 foot by 18 foot lockable storage room, which was dedicated for City use by the original encroachment agreement. The unit would require an area of approximately 6 foot by 6 foot in the storage room.

Snow Melt System and Boiler- The Environmental Sustainability team met with the applicant, reviewed the proposed snow melt system and made a determination that they are neutral on the proposal. This system would provide snowmelt for a walking path (roughly 40' X 6') north of Treasure Mountain Inn's building.

Recent analysis of a potential snowmelt system for Main Street sidewalks revealed carbon emissions impacts far in excess of current snow-removal practices. These impacts, whether incurred by municipal or private projects, are an ongoing concern for our department given the goals set by Park City's Environmental Strategic Plan. Having said this, the Encroachment Agreement introduces a public/private element into our considerations to the extent it affects the ability to influence project outcome. There are three additional primary considerations that shaped our neutral position:

1. **Safety:** TMI has highlighted safety reasons for installing snowmelt on this walkway which receives limited direct sunlight.

2. **Offsets and System Size:** TMI has stated an intention to offset carbon impacts of the system through a third party vendor. The proposed system also only covers a portion of the walkway, rather than the entire corridor.

3. **Case Study Data:** The system will provide quality case study data for snow melt systems in Park City's climate. This will be useful for assessing the

environmental and financial aspects of future projects, including Main St, and improve the ability to perform such analyses.

Because the boiler is being used solely for the snow melt system located in the 3rd Street ROW, staff determined that there is justification to re-locate the system from the garage of Treasure Mountain Inn out to the 10 foot by 18 foot lockable storage room. The boiler can be located adjacent to the air exchange unit. Staff has determined that this would not significantly impact the City's use of the storage room.

The amended encroachment agreement addresses the requirement that Treasure Mountain Inn HOA will be responsible for maintenance, repair, keeping the mechanical equipment and storage room up to applicable building codes, and paying the utility bill for the snow melt system.

As a final note, these proposed changes will not alter the appearance of the 3rd Street ROW as originally approved.

Department Review:
This report has been reviewed by Legal, Planning and Building. All concerns raised by these departments have been incorporated herein.

Alternatives:

A. Approve the Request:
Approving the amendment to the encroachment agreement will allow Treasure Mountain Inn to move forward with their renovation of the north side of their building.

B. Deny the Request:
Denying the amendment to the encroachment agreement will require Treasure Mountain to locate the air exchange unit on the roof of the building, find an alternate location in the garage for the snow melt boiler unit and the snow melt system for the walking path in the 2nd Street ROW would not be installed.

C. Continue the Item:
If the Council desires more information about the amendment to the encroachment, the item may be continued.

D. Do Nothing:
This would have the same affect as denying the request for the amendment to the encroachment.

Significant Impacts:
Significant impacts arising from the recommended action is that the Third Street ROW between Main Street and Park Avenue specifically the Third Street public stairs will be adjacent to construction activities this coming summer. To minimize impacts and as part of the Construction Mitigation Plan, the contractor will be required to provide protected access to and from the Third Street public stairs throughout the construction period of the project.

Consequences of not taking the recommended action:
If the amendment to the encroachment agreement is not approved, Treasure Mountain Inn will need to locate the air exchange unit on the roof of the building, find an alternate location in the garage for the snow melt boiler unit and the snow melt system for the walking path in the 3rd Street ROW would not be installed.

Recommendation:
Staff recommends that the City Council approve an Amendment to the Encroachment Agreement, in a form approved by the City Attorney, with Treasure Mountain Inn Homeowner's Association for the purpose of constructing, operating and maintaining an elevator and abutting facilities for Treasure Mountain Inn, 255 Main Street.

Attachment – Amended Encroachment Agreement
Letter from Applicant Requesting the Amendment
Renderings of the Finished North Face of Treasure Mountain Inn

When recorded please return to:
Park City Municipal Corporation
Attn: City Engineer
PO Box 1480
Park City UT 84060

ENCROACHMENT AGREEMENT
TREASURE MOUNTAIN INN
255 MAIN STREET

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (*City*) and TREASURE MOUNTAIN INN HOMEOWNERS ASSOCIATION (Owner), to set forth the terms and conditions under which the City will permit the (Owner) to build and maintain certain improvements within the City street known as Third Street and Main Street in front of and adjacent to 255 Main Street, Park City, Utah. Subject to the following terms and conditions of this agreement, Owner shall have the right to construct and maintain an elevator on City property adjacent to 255 Main Street.

1. TREASURE MOUNTAIN INN HOMEOWNERS ASSOCIATION are the tenant of, and this encroachment agreement shall be appurtenant to the following described property:

> The common areas within Treasure Mountain Inn Condominiums, 255 Main Street, Park City, Summit County, Section 16, T2S, R4E, Salt Lake Base and Meridian.

This agreement is not transferable to other property, but is freely transferable with the title to the condominium common area and other condominiumized spaces within the Treasure Mountain Inn. The license and conditions as stated in the agreement, are binding on the successors in title or interest of Owners. Owners shall provide the City with proof of incorporation with the State of Utah annually, and include the name and address of their registered agent. Upon failure to provide such information, the City may demand that one or more commercial unit owners co-sign this agreement, or the agreement may be immediately revoked.

2. The improvements permitted within the City property described above shall consist of an elevator, abutting walking facilities, snow melt system including a boiler, and air exchange unit of a design approved by Park City. The design for the facilities is shown on plans prepared by David G. White, Architect for 255 Main Street. No modifications to the elevator, abutting walking facilities, snow melt system including a boiler and air exchange unit, once installed, may be made without prior written permission from Park City Municipal Corporation. Park City's approval or lack thereof will be based on the Land Management Code, the International Building Code, and the Historic District Design Guidelines in effect at the time of any requested modification.

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3. Although it is not currently planned, the City may, at some future date, elect to make improvements to Third Street at this location and install surface or overhead improvements to the full width of platted Third Street. Such overhead improvements may include, but are not limited to, street lighting, an overhead monorail or people mover system, or covered walkways. To the extent that any surface or overhead improvements requires the removal, relocation, replacement, and/or destruction of the improvements the Owners may have installed within the Third Street right-of-way, the Owners waives any right to compensation for the loss of the use of the elevator within the City's street right-of-way and/or for any change in the grade and elevation of Third Street, its adjacent sidewalk and curb, and any related public improvements. This waiver of compensation, in the event the encroaching elevator is removed for purposes of installing overhead improvements or other City improvements, is the consideration give for the granting of this encroachment permit.

4. Prior to installing City improvements in, along, or above Third Street and/or its adjacent sidewalks and curb in a manner that will require the removal or relocation of the

elevator, abutting walking facilities, snow melt system including a boiler and air exchange unit, the City will endeavor to give the Owners ninety (90) days notice, in which time the Owners shall make adjustments and remodel or remove the facilities as necessary to accommodate the changes in the City improvements within the Third Street right-of-way at Owner's cost. The City is in no way obligated to provide an alternative location for the improvements if they need to be moved from their approval location.

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5. No permanent right, title, or interest of any kind shall vest in the Owners in the City property by virtue of this agreement. The elevator may not be condominiumized or otherwise separately owned from the balance of the Owner's property except as shown on the recorded Record of Survey. The property interest hereby created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

6. The Owners or their successor shall maintain the elevator, abutting walking facilities, snow melt system including a boiler and air exchange unit in a good state of repair at all times, and upon notice from the City, will repair any damaged, weakened, or failed sections. The Owners also hereby agree to undertake additional snow removal responsibility for the sidewalks, curbs and walkways abutting the encroachment as shown on the attached diagram. This additional snow removal responsibility is in recognition of the interference of the elevator with the existing enhanced City maintenance, and it represents a portion of the consideration given for the granting of this encroachment permit. The Owners shall remove all snow and ice from the sidewalks, curbs and walkways abutting the encroachment as shown on the attached diagram as required by Section 14-4-7, 14-4-8 and 14-4-9 of the Park City Municipal Code.

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7. The Owners hereby agree to construct and maintain the storage facilities located in the 3rd Street Right-of-Way as shown on the attached plans. The Owners also agree to install a water line to the City planter located in the 3rd Street Right-of-Way and to provide water for the plant materials during the spring, summer and fall months.

8. The Owner agrees to maintain the snow melt system including boiler and the air exchange unit in good mechanical condition, and to keep this equipment up to current applicable building codes. The Owner also agrees to pay all utility bills associated with these mechanical equipment.

9. The Owners agree to hold the City harmless and indemnify the City for any and all claims which might arise from third parties, who are injured as a result of the Owner's use of the Third Street right-of-way for private purposes, or from the failure of the Owner's improvements and enhanced maintenance responsibility. The Owners agrees to maintain general liability insurance in effect in perpetuity, with an aggregate insurance value of not less than $4,000,000.00 (four million dollars) and $2,000,000.00 per occurrence, and Park City shall be named as an Additional Insured by the Owner's insurance carrier. Nothing herein shall waive any provision of the Utah Government Immunity Act.

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10. This agreement shall be in effect until the license is revoked by the City. Revocation shall be effected by the City regarding a notice of revocation with the Summit County Recorder and sending notice to Owner or the Owner's successor.

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DATED this ________________ day of __________, 2011.

PARK CITY MUNICIPAL CORPORATION

____

Matthew Cassel, P.E.,
City Engineer

Attest: ______________________

Owner Signature ______________________________________

Print Name ____

Address ____

____

STATE OF UTAH)
ss
COUNTY OF SUMMIT)

On the ____ day of ________, 2011, personally appeared before me ____ who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledged to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, the she/he is an authorized representative of the Corporation with full approval of its board of directors, and the she/he signed the foregoing instrument on their behalf.

____
Notary Public

Treasure Mountain Inn
Homeowner Association

7.29.11

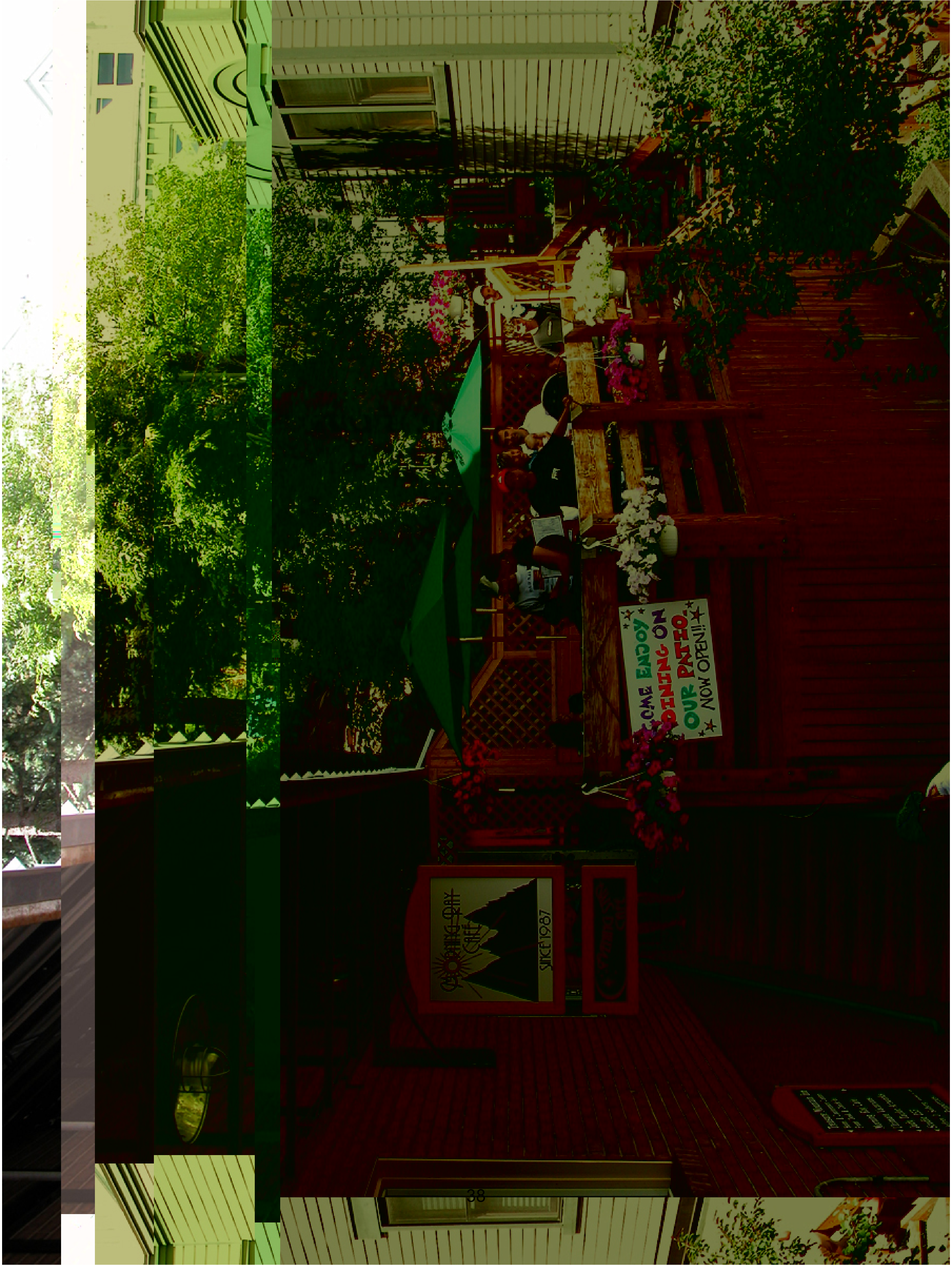
Dear Mr. Cassell,

I am writing to request an amendment to our recent encroachment agreement for the Third Street ROW on the North end of Treasure Mountain Inn. Under our previous agreement, we utilized the space next to the deck for a large (5'x5'x5') air handler for the restaurant space. Unfortunately, we did not anticipate the re-location of this air handler in the new agreement. I would like to request that we be allowed to utilize the space under the new deck, as the new location for the air handler and a boiler which would heat the City stairs/ADA ramp. In essence, the air handler would be in the same location where is has existed for a decade, but 10' lower, since we have excavated. The boiler would be utilized to heat our deck, the ADA ramp, the City stairs, and a six foot path across the stairway landing. I've attached some pictures to help illustrate our request.

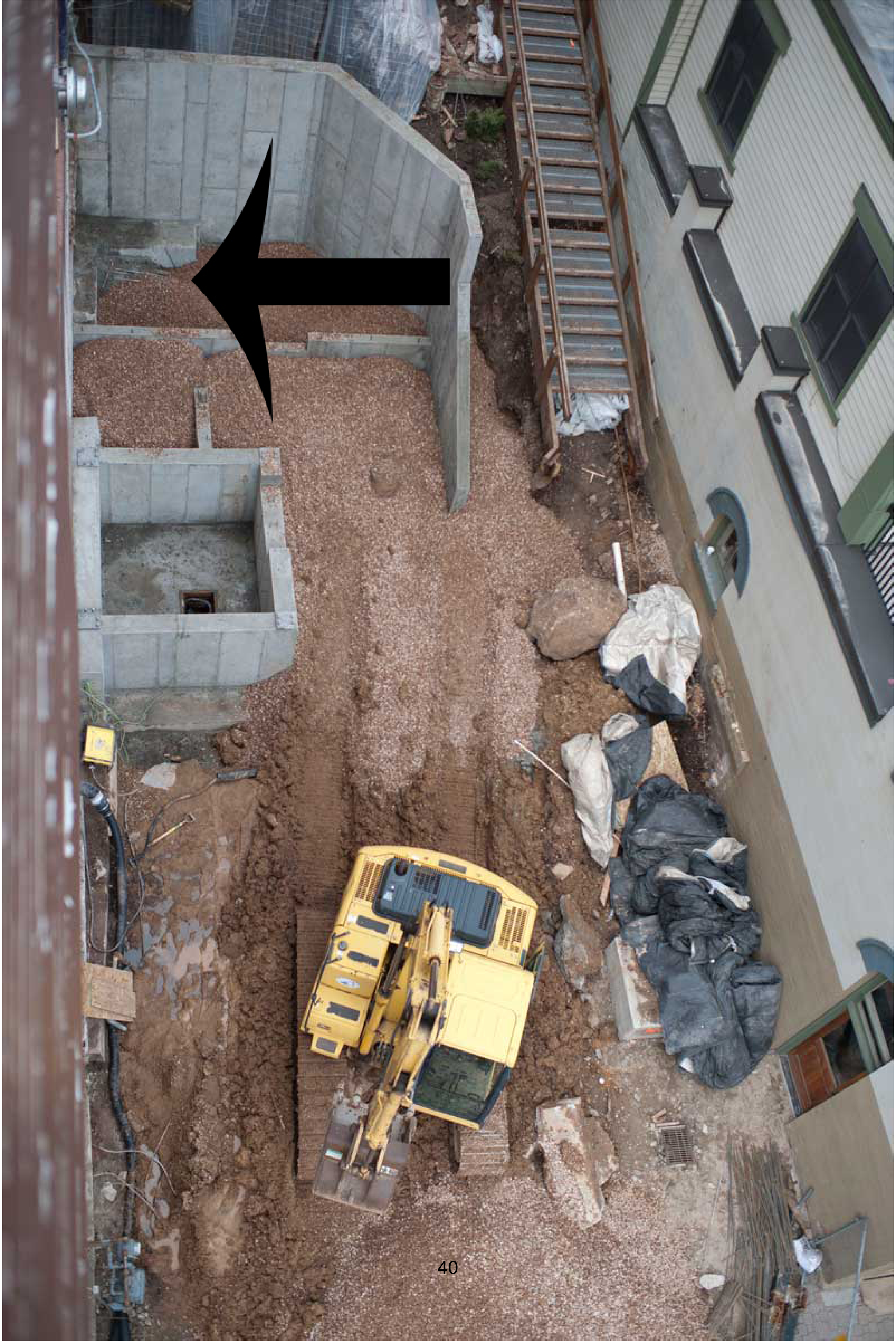
We appreciate your consideration in the matter and apologize for not anticipating these needs in our initial agreement.

Sincerely,

Andy Beerman
TMIHOA Chairman
435-731-8366
andy@tmipc.com


ENJOY
DINING ON
OUR PATIO
NOW OPEN!!
SINCE 1987


T.M.I.
NORTH END REVISION
255 MAIN ST.
SIDEWALK CLOSED
FOR CONSTRUCTION

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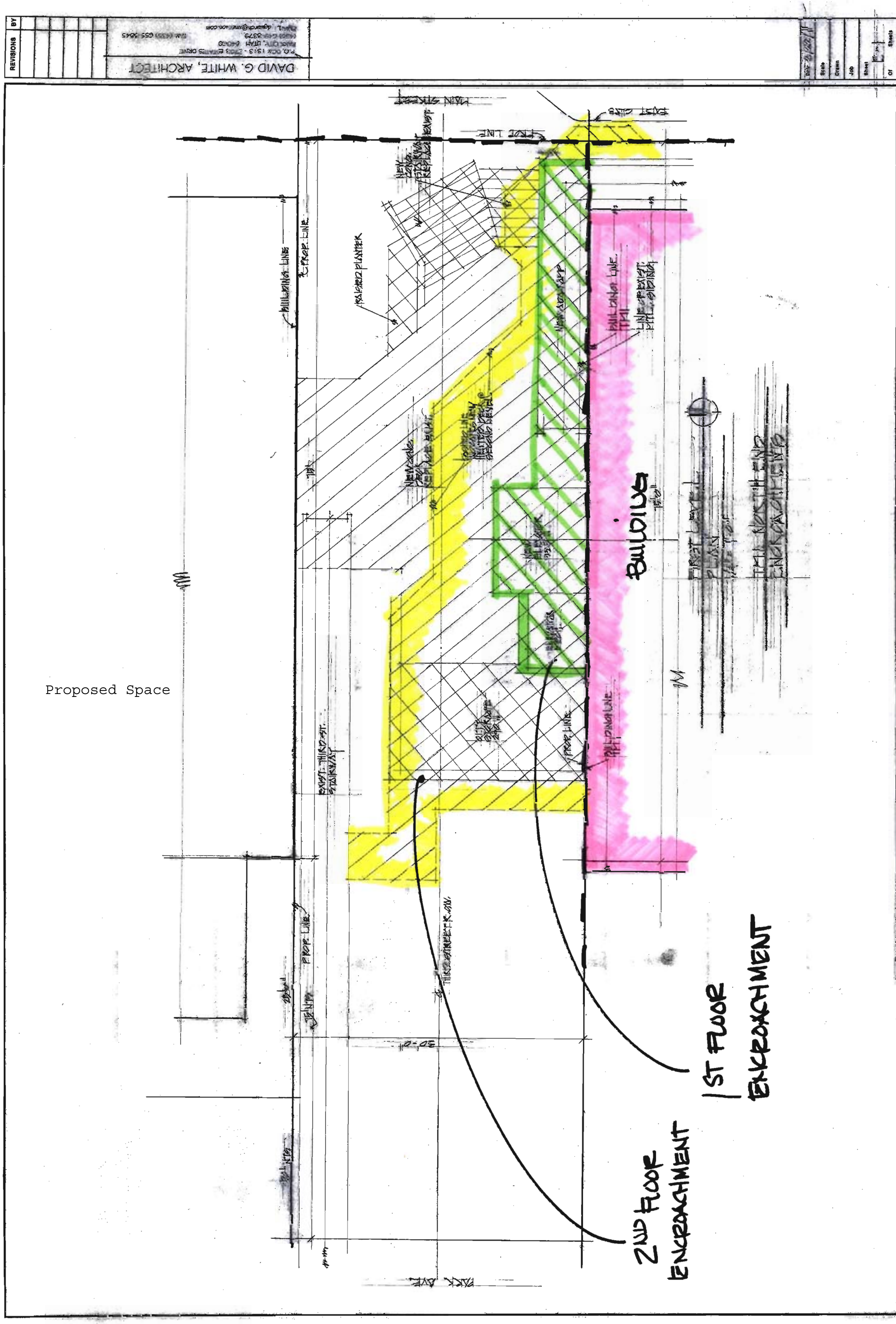

Proposed Space
DAVID G. WHITE, ARCHITECT
MAIN STREET
PARK AVE
BUILDING
1ST FLOOR ENCROACHMENT
2ND FLOOR ENCROACHMENT


HOTEL
HOTEL

City Council
Staff Report

Subject: **1159 Empire Avenue Condominiums**
Author: **Katie Cattan**
Project Number: **PL-11-01228**
Date: **August 4, 2011**
Type of Item: **Administrative – Condominium Record of Survey Plat**

PARK CITY 1884
PLANNING DEPARTMENT

Summary Recommendations
Staff recommends the City Council review the proposed Condominium Record of Survey, open a public hearing and consider approving the 1159 Empire Avenue Condominiums Record of Survey Plat according to the findings of fact, conclusions of law and conditions of approval within the attached ordinance.

Description

Applicant:	Alliance Engineering, Inc., Owner's Representative
Location:	1159 Empire Avenue
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Residential
Reason for Review:	Condominium Record of Survey Plats require Planning Commission review and City Council approval

Background
On March 28, 2011, the City received a completed application for a Condominium Record of Survey for an existing four-plex located at 1159 Empire Ave in the Historic Residential (HR-1) District. The applicant is not proposing to change the footprint or size of the building. The approval of the Condominium Record of Survey will allow for each unit in the four-plex to be sold individually. The four-plex received a certificate of occupancy by the Park City Building Department in 1979 and is considered a legal non-conforming use and a legal non-complying structure. The four-plex is located within the HR-1 District which only allows for detached, single-family residential dwelling units, and requires a conditional use permit for a duplex. Any building with more than two attached units is prohibited within the HR-1 District. Also, the existing structure does not comply with the setback and footprint requirements of the current LMC.

On July 13, 2011, the Planning Commission reviewed this application. Staff recommended Planning Commission forward a negative recommendation for approval to the City Council. The Planning Commission reviewed staff's analysis, opened a public hearing, and voted unanimously in favor of a positive recommendation to the City Council. The Commission directed staff to draft findings for a positive recommendation and return with the amended findings of fact, conclusions of law, and conditions of approval. The Planning Commission found that the existing non-conforming use was not being expanded due to the change in ownership created by the condominium plat.

On July 27, 2011, the Planning Commission reviewed the revised findings of fact, conclusions of law, and conditions of approval and unanimously forwarded a positive recommendation to the City Council. Commissioner Pettit raised concerns for creating the single lot of record from three old town lots.

Analysis

The purpose of the Historic Residential District is to:

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

The four-plex is located at 1159 Empire Ave. The four-unit building was originally approved and built in 1979. At that time a four-plex was an approved use in the zone. However, since that time the zoning has changed and only detached single-family dwellings are a permitted use, and duplexes (two attached units) are a conditional use. Multi-family dwellings are not listed as an allowed or conditional use in the zone and are therefore prohibited. Therefore, the use as a four-plex is a legal, non-conforming use.

The units are stacked on two floors, with two units on each floor. Each of the units is less than 1,000 square feet.

Unit 1	769 sf
Unit 2	771 sf
Unit 3	780 sf
Unit 4	826 sf

Because multi-family housing is not a permitted use within the HR-1 zone, the LMC does not identify a minimum lot size for a four-plex. The structure currently exists on three individual old town lots that are 25’ x 75’. The condominium conversion would combine the three lots into one lot that would be 5625 square feet or 0.13 acres. The resulting lot would be seventy-five feet (75’) wide by seventy-five feet (75’) deep.

The setback requirements for a seventy-five feet (75’) wide by seventy-five feet (75’) deep lot are ten feet (10’) front yard, ten feet (10’) rear yard, and five feet (5’) with a combined minimum of eighteen feet (18’) side yards. The existing four-plex does not comply with the current side yard setback requirements. The structure is located five feet (5’) from the property line on each side. The combined minimum of eighteen feet

(18’) has not been met. Therefore the structure is legal, non-complying as to the side yard setback.

Additionally, the overall footprint of the structure is 2,058.5 square feet. Per Title 15 LMC Chapter 2.2, Table 15-2.2, the maximum footprint is 2,050 square feet. Therefore the structure is legal, non-complying as to footprint.

Parking requirements for the four-plex have been met within the site. The parking ratio requirement for a multi-unit dwelling with units between 650 -1000 sf (LMC § 15-3-6) is 1.5 parking spaces per dwelling unit, requiring a total of six (6) parking spaces. There are six interior parking spaces in the garage and two in front of the building.

Chapter 9 of the Land Management Code (LMC) regulates non-conforming uses and non-complying structures. Per LMC 15-9-1 the purpose of the chapter is to limit enlargement, alteration, restoration, or replacement which would increase the discrepancy between existing conditions and the development standards prescribed by the code. In addition, applications are reviewed to ensure that they are reducing the degree of non-conformity and improving the physical appearance of the structure and site through such measures as landscaping, building design, or the improved function of the use in relation to other uses.

Section 15-9-2 requires that the owner bears the burden of establishing the non-conforming use or non-complying structure lawfully exists. The Planning Director then determines the non-conforming or non-complying status of properties. A building department permit for a four-plex was approved in 1979. The Planning Director has determined that the use is a legal, non-conforming use as to the four units and legal, non-complying structure as to the side yard setbacks being less than 18 feet in total and the footprint being over the allowed maximum under the current code.

The application is to approve a condominium conversion for the legal, non-complying structure which contains a legal, non-conforming use. The structure is currently under one ownership. A condominium conversion will allow the four units to be sold individually. LMC Section 15-9-5, regulates that “no non-conforming use may be moved, enlarged, altered, or occupy additional land, except as provided within section 15-9-5. Although the existing non-conforming use is not being physically moved, enlarged, or expanded into additional land, the ownership interest is being altered. The change in ownership interest is not altering the legal, non-conforming use in a manner which would increase the degree of non-conformity.

During the July 13, 2011 Planning Commission meeting, the Commission found good cause for the condominium plat because the degree of the legal, non-conforming use and the legal, non-complying structure was not being moved, enlarged, expanded, or altered in a manner to increase the non-conformity. They also found that the sale of smaller units within Old Town could result in more attainable housing within the Historic District. Also, by allowing the condominium conversion, the structure is in essence being adaptively reused. Adaptive reuse of buildings is a green building technique that results in minimal waste, recycling, and minimal new consumption of goods.

Process
Planning Commission will make a recommendation to City Council, and the decision by the City Council constitutes final action that may be appealed in District Court within thirty (30) day of approval.

Department Review
This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record.

Public Input
Public input in support of the condominium conversion was received during the public hearing on July 13, 2011.

Alternatives

1. The City Council may approve the 1159 Empire Avenue Condominium Record of Survey as conditioned or amended; or
2. The City Council may deny the 1159 Empire Avenue Condominium Record of Survey and direct staff to make Findings for this decision; or
3. The City Council may continue the 1159 Empire Avenue Condominium Record of Survey.

Significant Impacts
The non-conforming use and non-complying structure will continue, yet no expansion of the non-conforming is created. A new precedent is not being set by allowing a non-conforming building to be platted within a condominium conversion. There have been previous applications in which footprint and setbacks do not comply with the current code. The Planning Commission found that the possible change in ownership does not create a change in the use.

Recommendation
Staff recommends the City Council review the application, open a public hearing, and consider approving the record of survey plat according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as outlined in the draft ordinance.

Exhibits
Exhibit A – Ordinance
Attachment 1: Proposed Condominium Record of Survey

Ordinance No. 11-

AN ORDINANCE APPROVING THE 1159 EMPIRE AVENUE CONDIMINIUMS RECORD OF SURVEY LOCATED WITHIN LOTS 5,6, AND 7 IN BLOCK 27 OF SNYDERS ADDITION TO THE PARK CITY SURVEY, PARK CITY, SUMMIT COUNTY, UTAH

WHEREAS, the owner of the properties known as 1159 Empire Avenue, has petitioned the City Council for approval of a condominium conversion for the existing four plex located within Lots 5, 6, and 7 in Block 27 of Snyder's Addition to the Park City Survey; and

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

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

WHEREAS, the Planning Commission held a public hearing on July 13, 2011, to receive input on the 1159 Empire Ave Condominiums Record of Survey; and

WHEREAS, the Planning Commission, on July 13, 2011, voted unanimously to forward a positive recommendation to the City Council and directed staff to amend the findings of fact and conclusions of law; and

WHEREAS, the Planning Commission, on July 27, 2011 reviewed the amended findings of fact, conclusions of law, and conditions of approval; and

WHEREAS, on August 4, 2011, the City Council approved the 1159 Empire Avenue Condominiums Record of Survey; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 1159 Empire Avenue Condominiums Record of Survey.

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

SECTION 1. APPROVAL The above recitals are hereby incorporated as findings of fact. The 1159 Empire Avenue Condominiums Record of Survey as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1159 Empire Avenue.
2. The owners of the property located at 1159 Empire Avenue have petitioned the City Council for approval of the 1159 Empire Avenue Condominiums Record of Survey

Plat

3. The property is located in the Historic Residential (HR-1) District.
4. The structure is a built multi-unit dwelling which contains four units.
5. A building permit was given to build the multi-unit dwelling in 1979.
6. A multi-unit dwelling is currently a prohibited use in the HR-1 district.
7. The multi-unit dwelling is a legal non-conforming use.
8. There is not a minimum lot size for a multi-unit dwelling in the HR-1 because a multi-unit dwelling is a prohibited use.
9. Based on Title 15 LMC, Chapter 2.2, Table 15-2.2, the maximum footprint allowed for this lot is 2,050 square feet, and the footprint of the existing structure is 2,058.5 square feet, making the structure a legal, noncomplying structure.
10. The area of the lot is 5625 square feet.
11. The setback requirements for a seventy-five (75) feet deep by seventy-five feet (75') wide lot are ten feet (10') front yard, ten feet (10') rear yard, and five feet (5') with a combined minimum of eighteen feet (18') side yards. The existing four-plex does not comply with the side yard setback requirements. The structure is located five feet (5') from the property line on each side. The combined minimum of eighteen feet (18') has not been met. Therefore, the structure is a legal, non-complying structure.
12. Parking requirements for the four-plex have been met within the site. The parking ratio requirement for a multi-unit dwelling with units between 650 -1000 sf (LMC § 15-3-6) is 1.5 parking spaces per dwelling unit, requiring a total of six (6) parking spaces. There are six interior parking spaces in the garage and two in front of the building.
13. The total size of the habitable living space is 3,146 square feet, with unit 1 being 769 square feet, unit 2 being 771 square feet, unit 3 being 780 square feet, and unit 4 being 826 square feet.
14. The four-plex is both a legal, non-conforming use and a legal, non-conforming structure. Currently, the four units can not be sold individually.
15. The Condominium Conversion will allow the four units to be sold individually.
16. Per LMC 15-9-1 the purpose of the chapter is to limit enlargement, alteration, restoration, or replacement which would increase the discrepancy between existing conditions and the development standards prescribed by the code. In addition, applications are reviewed to ensure that they are reducing the degree of non-conformity and improving the physical appearance of the structure and site through such measures as landscaping, building design, or the improved function of the use in relation to other uses.
17. LMC Section 15-9-5, regulates that "no non-conforming use may be moved, enlarged, altered, or occupy additional land, except as provided within section 15-9-5. The change in ownership interest is not altering the non-conforming use in a manner which would increase the degree of non-conformity.
18. During the July 13, 2011 Planning Commission meeting, the Commission found good cause for the condominium plat because: the degree of the legal, non-conforming use and the legal, non-complying structure was not being moved, enlarged, expanded, or altered in a manner to increase the non-conformity; the sale of smaller units within Old Town could result in more attainable housing within the Historic District; and the structure is in essence being adaptively reused. Adaptive

reuse of buildings is a green building technique that results in minimal waste, recycling, and minimal new consumption of goods.

19. The findings within the Analysis section are incorporated within.

Conclusions of Law:

1. There is good cause for this condominium Record of Survey.
2. The Record of Survey Plat is consistent with the Park City Land Management Code and applicable State law regarding Condominium Record of Survey Plats.
3. Neither the public nor any person will be materially injured by the proposed condominium record of survey.
4. As conditioned the condominium record of survey is consistent with the Park City General Plan.

Conditions of Approval:

1. The City Attorney and City Engineer must review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval as a condition precedent to recording the plat.
2. The applicant will record the subdivision at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
3. A ten foot wide public snow storage easement is required along the front of the property.
4. No remnant parcels are created.

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

PASSED AND ADOPTED this __th day of July 2011.

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, Mayor

Attest:

____
Janet M. Scott, City Recorder

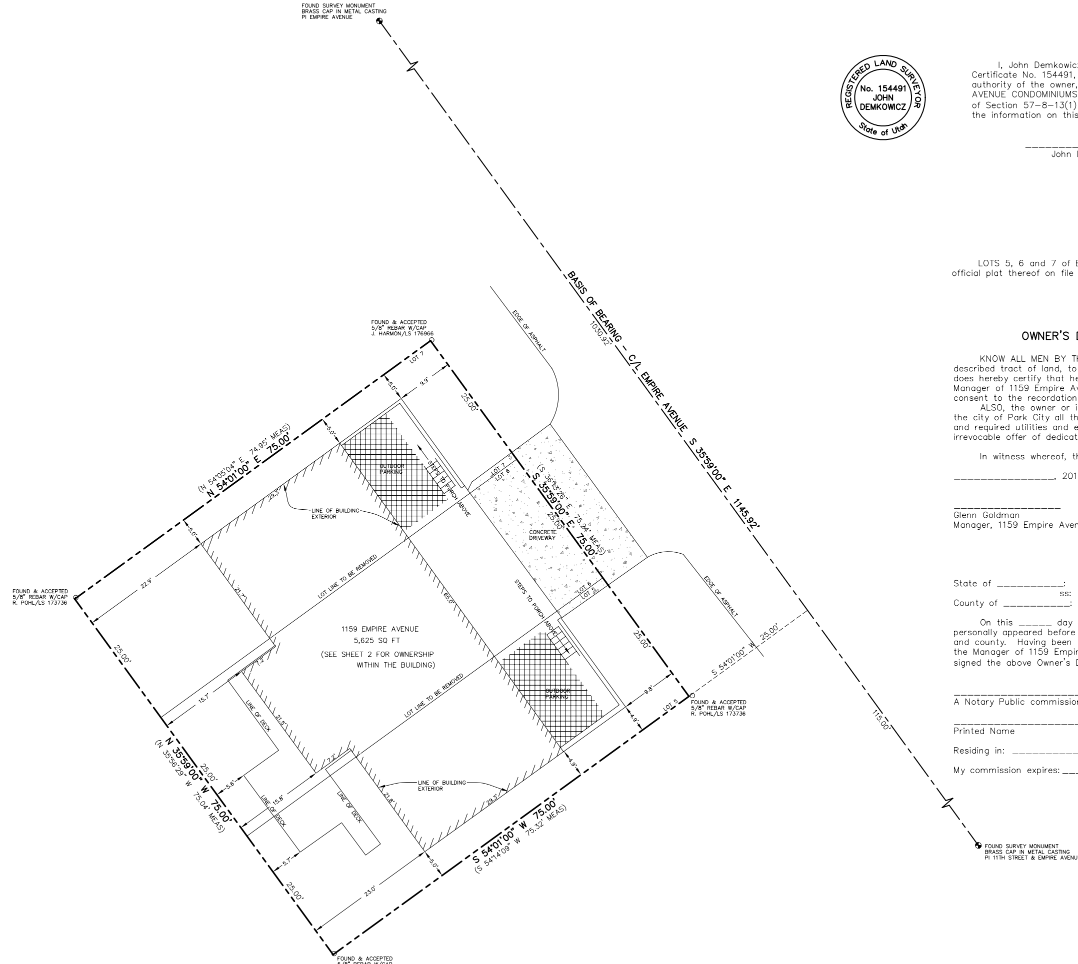
Approved as to form:

____
Mark D. Harrington, City Attorney

1159 EMPIRE AVENUE CONDOMINIUMS

A COMBINATION OF LOTS 5, 6 AND 7 IN BLOCK 27, SNYDER'S ADDITION TO PARK CITY

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this Record of Survey map of the 1159 EMPIRE AVENUE CONDOMINIUMS, a Utah Condominium Project in accordance with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act. I further certify that the information on this plat is accurate.

__________________ John Demkowicz   ________ Date

BOUNDARY DESCRIPTION

LOTS 5, 6 and 7 of BLOCK 27, SNYDERS ADDITION TO PARK CITY, according to the official plat thereof on file in the office of the Summit County Recorder.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of the herein described tract of land, to be known hereafter as 1159 EMPIRE AVENUE CONDOMINIUMS, does hereby certify that he has caused this Plat to be prepared, and I, Glenn Goldman, Manager of 1159 Empire Avenue, LLC, a Utah limited liability company, do hereby consent to the recordation of this Plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this _____ day of ______________, 2011.

____
Glenn Goldman
Manager, 1159 Empire Avenue, LLC, a Utah limited liability company

ACKNOWLEDGMENT

State of __________;
ss:
County of __________;

On this _____ day of ____________________, 2011, ______________ personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Glenn Goldman acknowledged to me that he is the Manager of 1159 Empire Avenue, LLC, a Utah limited liability company, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

____
A Notary Public commissioned in Utah

____
Printed Name

Residing in: ________________

My commission expires: __________________

NOTE

The units of this condominium are served by a Common Private Lateral Wastewater Line. The 1159 Empire Avenue Condominium Association shall be responsible for ownership, operation and maintenance of all Common Private Lateral Wastewater Lines.

OWNERSHIP DESIGNATIONS

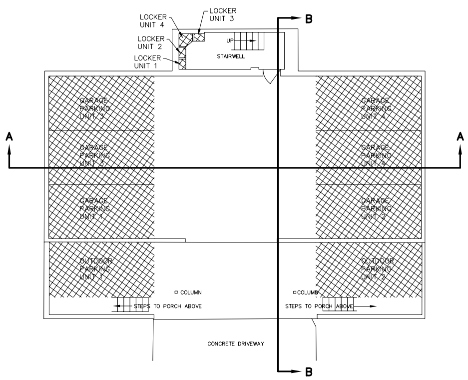
- PRIVATE OWNERSHIP
- COMMON OWNERSHIP
- LIMITED COMMON OWNERSHIP

10' 0 10' 20'

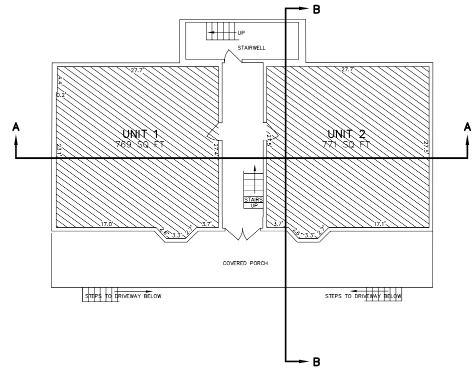
SHEET 1 OF 2

5/17/11 JOB NO.: 5-4-10 FILE: X:\SnydersAddition\dwg\srv\plat2010\050410.dwg

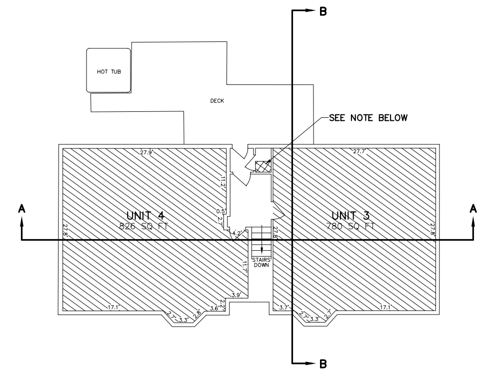
Alliance Engineering Inc (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF __________, 2011 A.D. BY __________ S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF __________, 2011 A.D. BY __________ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF __________, 2011 A.D. BY __________ PARK CITY ENGINEER	APPROVED AS TO FORM THIS _____ DAY OF __________, 2011 A.D. BY __________ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF __________, 2011 A.D. BY __________ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF __________, 2011 A.D. BY __________ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF __________ DATE _____ TIME _____ BOOK _____ PAGE _____ ______ FEE ______ RECORDER



LEVEL 1



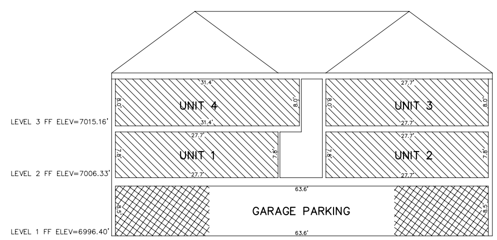
LEVEL 2



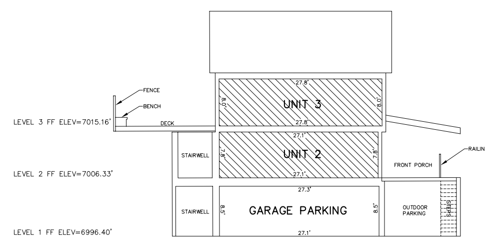
LEVEL 3

NOTE

This area is Limited Common Ownership subject to use by Unit 3 for purposes of maintaining a water heater for Unit 3 as set forth more fully in the Declaration of Condominium.



SECTION A–A



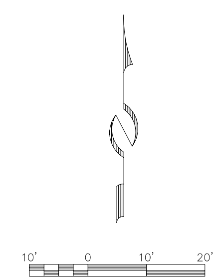
SECTION B–B

OWNERSHIP DESIGNATIONS

PRIVATE OWNERSHIP

COMMON OWNERSHIP

LIMITED COMMON OWNERSHIP



SHEET 2 OF 2

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

5/17/11

JOB NO.: 5-4-10 FILE: X:\SnydersAddition\dwg\srv\plat2010\050410.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF ____________________
DATE _______ TIME _____ BOOK _____ PAGE _____

__________ FEE
______________ RECORDER

City Council
Staff Report

Subject: Park City Harley-Davidson 2011 Summer Ride
Author: Max J. Paap
Department: Sustainability
Date: August 4, 2011
Type of Item: Administrative – Master Festival License

Sustainability

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and approve the license for the Harley-Davidson 2011 Summer Ride, as conditioned, on August 27, 2011 at the Brew Pub parking lot and portions of public parking on Main Street.

Description:

Topic:
Park City Harley- Davidson 2011 Summer Ride.

Background:
Intermountain Harley-Davidson submitted an application requesting a Master Festival License to hold their 2011Summer Ride from Salt Lake City to Park City. Park City Harley- Davidson hosted a similar event in October of 2006 with no issues. Park City Harley-Davidson is also working with PCPD on logistics in getting from Salt Lake City to Park City for the ride.

Harley-Davidson of Park City has presented to HPCA Events Committee and had no dissenting comments in review. (Exhibit A- HPCA letter of support)

The Harley-Davidson 2011 Summer Ride House is consistent with the City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events in the off-peak times.

Analysis:
The event organizers have requested to hold their event on August 27, 2011. The event would begin at 10:00 am at the Brew Pub lot and conclude at 3:00 pm. The promoter is expecting approximately 450 participants. Staff has met with the organizer and understands that the size of the event is weather dependant and is prepared to mitigate for any parking issues. This application is being reviewed as a Master Festival License due to the attraction of large crowds and a request to use City property.

Main Street Activities

Main Street activities would include an outdoor barbeque and motorcycle parking and display in the Brew Pub parking lot. An open house would also be conducted at the new Harley-Davidson store at 324 Main Street. The organizers are also planning a small tour of Main Street. (See Exhibit B - H-D of Park City event plan) The organizers have met with PCMC staff to ensure that all events that occur will not adversely affect public safety.

Noise

The organizer has indicated that the staging of the event venue will be led by PCPD up Swede Alley to the Brew Pub at a controlled pace, thus reducing noise due to the slower speeds. This staging will begin around 10:00 am on Saturday, August 27th. Any noise issues prior or after this staging will be handled using the following procedure:

- Notification of complaint to Special Events staff.
- Events staff will notify PCMC Code Enforcement
- Code Enforcement will determine if PCPD assist is necessary and take appropriate action
- PCMC staff will notify event organizer of issues

This event will be reviewed at the monthly PCMC Events Meeting. Any violation of the noise ordinance or any other portions of the Municipal Code will be taken into consideration in granting further event approvals.

Parking

Parking for the event can be easily accommodated with use of the China Bridge parking structure, the Swede Alley surface lots, or Main Street pay and display spaces. The applicant has also requested to purchase east side Main Street parking from 324 Main, south to the Brew Pub & is currently working with other HPCA members to secure some motorcycle parking on the west side of Main. The Brew Pub lot will also be available for limited parking.

Department Review:

Sustainability, Streets, Police, Parks, and Legal departments have reviewed the Harley-Davidson 2011 Summer Ride and their comments have been incorporated within the report.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing the Harley-Davidson 2011 Summer Ride as described. This is staff's recommendation

Deny the Request:

Deny the Master Festival License, preventing the addition of the Harley-Davidson 2011 Summer Ride to Park City's schedule of events.

Modify the Request:

Modify the Master Festival, City Council may wish to direct staff to modify the parameters of the approval.

Continue the Item:

The City Council may continue the discussion in order to receive additional information

Significant Impacts:

Park City has held many similar events to the Harley-Davidson 2011 Summer Ride. There are some concerns about noise abatement and parking inventories. Staff finds that by PCPD escorts employed to stage the vehicles speeds will be kept down thus reducing noise. Parking mitigation alternatives include China Bridge with the 4 hour time limits. The activities will be contained within described venues and will conclude by 3:00pm.

Consequences of not taking the recommended action:

The Harley-Davidson Open House would not take place.

Recommendation:

Staff recommends the City Council conduct a public hearing, and approve a Master Festival License for the Harley-Davidson 2011 Summer Ride on August 27, 2011 based on the following Findings of Fact, Conclusions of Law, Conditions of Approval.

<u>Findings of Fact:</u>

1. The Harley-Davidson 2011 Summer Ride takes place on August 27, 2011 starting at 10:00 am until 3:00 pm and will occur at described locations.
2. Parking for the anticipated crowd of 450 will be accommodated with the existing parking in and around the venue. The conduct of the Harley-Davidson 2011 Summer Ride will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.
3. The events associated with the Harley-Davidson 2011 Summer Ride will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The event will take place in and around the Brew Pub parking lot. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. The event will not interfere with police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
6. There are other Master Festival or Special Event licenses that have been granted for August 27, 2011. The table below will show in column (A) – Geographic separation of the events; column (B) – Proposed time and duration of the events; and column (C) – Anticipated attendance.

. 2011 DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
August 27	**HD Event**	**Main St**	**10AM-3PM**	**450**
August 27	PCMC Party	City Park	2pm – 5pm	200

7. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

10. The applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.
11. Applicants shall provide proof of liability insurance in the amount of two million dollars ($2,000,000) or more as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. All Applicants shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
12. All plans for tents, stages, and other temporary structures shall be submitted to the Building Department for review and permitted by August 19, 2011.

Attachments:
Exhibit A- HPCA Letter of Support
Exhibit B- Applicant's Event Activity

July 14, 2011

Max Paap
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

Dear Max:

This letter is being sent concerning the Master Festival License requested by Harley Davidson for an event on Saturday, August 27th. The Historic Park City Alliance (HPCA) understands the request is to restrict parking on Main Street from 4th Street up to the Brew Pub Lot (east side of the street) along with the parking in the Brew Pub Lot for Harleys on Saturday, August 27th. They are anticipating 450 riders.

The HPCA is supportive of it's member's request for an event and feels the event will bring additional people to the district and promotes a fun atmosphere for the other patrons that day. The HPCA does request that in the future, Harley Davidson look to package the event with an evening event either the night before or after the event to encourage overnight stays of the attendees.

The Harley Davidson store is a great addition to the list of business within the District and look forward to working closely with the City and Harley Davidson on events in the future.

Respectfully yours,

Alison Butz
Executive Director

Historic Park City Alliance
PO Box 1348 Park City, UT 84060
www.historicparkcityutah.com

Harley-Davidson of Park City Site Plan: August 27, 2011 Event

Location: Street	Parking lot behind (and below) Brewery on the top of Main
Street Closures:	No street closures are necessary to facilitate this event. There is abundant parking for motorcycles on Main Street, behind Main Street, and in surrounding parking structures. The proposed parking lot closure will also accommodate motorcyclists attending this event.
Signs:	Harley-Davidson of Park City will not require any additional signage outside of the shop on Main Street. An email campaign preceding this event (once approved by Park City Corp.) will supply all event information, as well as recommended traffic routes and parking options.
Supply Trucks:	The only commercial vehicles associated with this event are those of the caterer hired by Harley-Davidson of Park City. <u>*** The chosen caterer has been instructed to meet all Park City Corporation compliances for food handling permits.</u>
Barricades:	The only location for barricades will be at the entrance of the parking lot behind the brewery. Barricades will ensure the fact that only motorcycles will be allowed to enter and park in the parking lot.
Tents:	No tents are planned for this event other than a few small pop-up tents to be used by the caterer.
Activities:	The basic activities of this event include (1) an outdoor barbeque lunch, and (2) an open house for the Harley-Davidson of Park City store on Main Street and a small tour of 3 (yet to be determined businesses on Main Street). The acquisition of the parking lot will enable riders to park in relative walking distance of the new store, and they will be able to dine outdoors in a safe and secure location. We have no motorcycle events planned such as a bike show, riding/skills contest, or any other motorcycle spectacle.
Portable Toilets:	Harley-Davidson of Park City will incur all costs associated with portable toilet rentals. We estimate that two portable toilets (one for men, one for women) would be sufficient for this particular event.

Bleachers:	No bleachers or temporary structure will be required for this event. The temporary structures would include 15, 8-foot banquet tables and approximately 120 folding chairs. Tables and chairs would be set up the day of the event, and would be taken back down immediately after the event concludes.
Water Stations:	No water stations are planned for this event. Portable toilet rentals will include one hand sanitization station.
Solid Waste :	No solid waste containers are required for this event. The caterer will supply all trash bins, and will diligently work to keep the eating area free from any and all trash during the course of the event.
Headquarters:	The headquarters for this event will be located at the new Harley-Davidson of Park City store, located at 324 Main Street in Park City.
Entrance/Exits:	We will need to restrict any automobiles from entering the parking lot directly behind the brewery. Although this entrance is “restricted” it will not interrupt any pedestrians or pedestrian right-of-way.
Walkways:	Walkways will consist of existing sidewalks on Main Street.

City Council
Staff Report

Subject: **525 Rossi Hill Drive Property Non-Compliance and Vacation and Sale of a Portion of the McHenry Avenue Right of Way**
Author: **Matthew Cassel, P.E., City Engineer**
Department: **Engineering**
Date: **August 4, 2011**
Type of Item: **Administrative**

Summary Recommendations:
Staff recommends City Council to hold a public hearing and consider vacating a portion of the McHenry Avenue Right of Way and to authorize the Mayor to execute a quit claim deed in a form approved by the City Attorney, to sell an approximate 85 by 10 foot section of the McHenry Avenue Right of Way to the Owners of 525 Rossi Hill Drive and accept and to enter into an easement agreement which allows for continued public use of this vacated portion of the Right-Of-Way.

Background:
A complaint was received from a neighbor on May 5, 2009 and on May 27, 2009, a letter was sent to Bill Tew and Pamela Maupin, owners of 525 Rossi Hill Drive due to a portion of their patio encroaching into the City's Right-of-Way. During the follow-up research of the property, other compliance issues were found including:

1. Setback: Structures greater than 30" above grade are not allowed in the setback. The main floor patio for 525 Rossi Hill Drive as it was built has a portion 30" above grade within the ten-foot rear setback. A portion of the lower patio that was shown on the plans as unenclosed and "unfinished" has been enclosed thus creating habitable space within the setback which is also not permitted. .
2. Encroachment: A portion of the lower patio area (where the fire pit is located) is in the City right of way.
3. Size: the plat note requires the total square footage of the house to be no greater than 2,200 square feet including the garage. The house with the garage is, according to staff's calculations, 4068 square feet.

<u>Building Permit History</u>: A building permit was issued on August 9, 2005 for the construction of 525 Rossi Hill Drive. Prior to the issuance of the building permit, the plans were reviewed by the Planning, Engineering and Building Departments. The plans as submitted to the City exceeded the size limits and the setback requirements set forth by the plat but the plans were prepared in such a way to hide the actual square footage. As an example, the drawings indicate the square footage of each room and when totaled, they add up to the square footage allowed per the plat. However, if one were to actually measure each room, it was found that the square footage provided was incorrect and the building exceeds the plat requirements. These issues were not detected during the review process. The Certificate of Occupancy was issued on October 1, 2007. Furthermore, there is a portion of unfinished interior space as

indicated on the plans that was finished by the owner. Additionally, another area of the house was enclosed and finished by the owner. It appears that the finishing of these areas occurred before the Certificate of Occupancy was issued.

On October 27, 2009, Staff from the Building, Planning, Legal, and Engineering departments met with the owners, their designer and contractor to discuss the sequence of events relative to the construction of the house.

Communication was sent to the owner’s attorney on January 12, 2010 indicating the compliance issues along with providing him with possible solutions for their non-compliances. The issues are as follows:

1. Setback: The house must comply exactly with the approved plans. Therefore, the area under the upper patio must be open to the outside and unfinished. The patio would still be non-compliant with the 30” above grade regulation, but the habitable space within the setback would revert back to unenclosed area. The City accepts responsibility for reviewing and approving the plans with this condition.
2. Encroachment: Either execute an encroachment agreement with the City Engineer or remove all improvements on City property. Additionally, the fire pit must be removed as open burning is prohibited.
3. Size: Any portion of the house which was indicated as unfinished in the approved plans must be unfinished. Thus, any area which has been finished that was designated as unfinished in the plans must revert to being unfinished space. Additionally, unfinished area must be physically separated from finished area (for example in the garage) and must not be a livable portion of the house. The house will otherwise be treated as a non-conforming structure.

Possible solutions presented that might be pursued by the owners included:

1. For the setback issue - he could apply for a variance or special exception for the patio which is greater than 30”. It was indicated to him that staff was unlikely to support either of these applications.
2. For the size issue – he could apply for a plat amendment to change the note for the size of the house. It was also indicated to him that this amendment would neither be supported by staff nor likely by the Planning Commission.

On January 20, 2010, Assistant City Attorney Polly Samuels McLean, Chief Building Official Ron Ivie, and Principal Planner Brooks Robinson met with the owners and their attorney to further discuss the situation and the options laid out in the email. There was a bit of discussion over the definition of “finished” versus “unfinished” relative to various parts of the house. And during the week of February 8, 2010, the owner’s attorney notified the City that they would not file for a re-plat of the subdivision.

Staff met and after careful deliberation, made a request to the City Prosecutor to file a criminal information in Justice Court on the known violations caused by the owner and Contractor of 525 Rossi Hill Drive.

In response to the filing of the Information on about November 15, 2010, the owners and their contractor entered into a Diversion Agreement in December 2010. The Agreement, entered into by all parties and approved by the Court, proposed to resolve the issues as follows:

1. **SETBACK.** The House shall be brought into compliance with the Park City Land Management Code by Defendants William Tew and Pamela Maupin buying from the City a parcel of land (the "Right of Way Parcel") approximately 10 feet wide that is appurtenant to the entire western property line of the Property. The sale of the Right of Way Parcel is within the discretion of the City Council and must go through the public process as required by the Park City Land Management Code and the Utah Code. If the sale of the Right of Way Parcel is authorized and completed, Defendants William Tew and Pamela Maupin shall grant to the City an easement in perpetuity (the "Easement"), authorizing the City to use the Right of Way Parcel for public purposes that do not require any portion of the House to be removed or relocated. If the City and Defendants William Tew and Pamela Maupin are unable to agree upon mutually acceptable terms (including without limitation the purchase price) for the sale by the City of the Right of Way Parcel, then the City shall have the right to terminate this Diversion Agreement by giving written notice of termination to the Defendants and to the Court, and the prosecuting attorney may proceed with the prosecution of the charges in the Information in this matter.

2. **ENCROACHMENT.** The owners shall remedy the alleged encroachment of their private improvements constructed within the City's right of way located adjacent to the Property by Defendants William Tew and Pamela Maupin executing an encroachment agreement (the "Encroachment Agreement") with the City

3. HOUSE SIZE. Defendants William Tew and Pamela Maupin shall file with the City amendments to the plans (the "Plans") for the House. The amendments to the Plans will update the Plans which were previously filed with the City The amendments to the Plans will accurately reflect the as-built conditions of the House, and Defendants William Tew and Pamela Maupin shall pay to the City the additional permit fees associated with the City's calculation of the as-built conditions of the House in the amount of $1,027.92. The City agrees not to hold in noncompliance the Defendants or any subsequent owners of the House based on the square footage of the House as evidenced by the amendments to the Plans filed with the City. The City does NOT find the House to be a legally non-compliant structure, and the City does not confer upon the House any of the benefits of such a finding.

Analysis:

In fulfillment of their obligations under the Diversion Agreement, the owners have entered into an encroachment agreement for their patio and fire pit which are located on

City Property (they also obtained a permit for the fire pit) and they submitted “as built” plans of the House and paid $1,027.92 in additional building permit fees. Such actions meet the requirements addressing the encroachment and house size issues.

In order to meet their requirements for the setback violation, the owners retained an appraiser for the parcel of land approximately 10 feet wide that is appurtenant to the entire western property line of the Property. The Parcel is approximately 85 feet long and contains approximately 852 square feet. The appraisal for the parcel with an easement placed on it for the City’s use is $5300.

The William Tew and Pamela Maupin have petitioned the City Council in accordance with Section 10-9a-609.5 of the Utah Code, and Section 15-7-7 of the Park City Land Management Code. Their request is to vacate a portion of the public street known as McHenry Avenue ten feet in width and approximately 85.21 feet in length. The owner’s request for the vacation is so that the City will then be in a position to sell and convey to the parcel to them. A material condition to the vacation and the subsequent sale from the City to William Tew and Pamela Maupin for the Parcel will be the requirement that immediately following the conveyance of the Right of Way Parcel from the City to William Tew and Pamela Maupin, they shall be obligated to grant to the City a perpetual easement and right-of-way that will affect the entire Right of Way Parcel, for the use by the City of the Right of Way Parcel for a public street and for the same purposes and to the same degree that the City has utilized the Right of Way Parcel in the past as a part of McHenry Avenue.

Council should hold a public hearing regarding the street vacation and make a determination whether good cause exists for the vacation and if the public interest or any person will be materially injured by the proposed vacation.

If the proposed Ordinance for the street vacation is approved, the Council needs to determine if they wish to sell that portion of the right of way to William Tew and Pamela Maupin and if so for how much.

<u>Public Notice</u>

Notices were mailed to property owners within 300 feet on July 21, 2011. Legal notice was also published in the Park Record and online at utahlegals.com on July 9, July 16, July 23 and July 30, 2011. To date, one response has been received and is attached. In addition, William Tew and Pamela Maupin sent a request to consent to all owners of records of land which is adjacent to portion of McHenry Avenue requesting to be vacated or is accessed exclusively by that portion of the right of way.

Department Review:

This report has been reviewed by City Manager, Planning, Building and Legal. All comments have been integrated into this report.

Alternatives:

A. Approve the Request:

This is the staff's recommendation.

B. Deny the Request:

If this request is denied, the Diversion Agreement cannot be fulfilled and the City Prosecutor will be required to revisit the options available to renegotiate the terms of the Agreement or pursue prosecution of the Information. Nothing in the Diversion Agreement impacts or restricts the Council's decision regarding the petition to vacate the property – the Council must base its decision to vacate the property on the LMC and state subdivision regulations (good cause/no harm),

C. Continue the Item:

If the Council needs more information the item can be continued,

D. Do Nothing:

This option would not allow staff to finalize the diversion agreement regarding the non-compliance at 525 Rossi Hill Drive.

Significant Impacts:

No significant impacts are anticipated by the City. The encroachments by 525 Rossi Hill Drive already exist and the extension of road in the Right-of-Way is nearly complete. The Right-of-Way sale will not affect current or future operations and maintenance of the road extension.

Consequences of not taking the recommended action:

If the recommended action is not taken place, the Diversion Agreement cannot be fulfilled and the City Prosecutor will be required to revisit the options available to renegotiate the terms of the Agreement or pursue prosecution of the Information.

Recommendation:

Staff recommends City Council to hold a public hearing and consider vacating a portion of the McHenry Avenue Right of Way and to authorize the Mayor to execute a quit claim deed in a form approved by the City Attorney, to sell an approximate 85 by 10 foot section of the McHenry Avenue Right of Way to the Owners of 525 Rossi Hill Drive and accept and to enter into an easement agreement which allows for continued public use of this vacated portion of the Right-Of-Way.

Exhibit A- Draft Ordinance
Exhibit B- Petition to Vacate a Portion of a Public Street
Exhibit C- Appraisal of Vacated Street
Exhibit D- Quit Claim for Vacated Street
Exhibit E- Grant of an Easement
Exhibit F- Silver Pointe Condominiums Subdivision Plat
Exhibit G- Neighbor Response

Ordinance No. 11-

AN ORDINANCE VACATING A PORTION OF PLATTED MCHENRY AVENUE IN PARK CITY, UTAH

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

WHEREAS, the City Council held a public hearing on August 4, 2011, to receive input on the street vacation of a portion of platted McHenry Avenue;

WHEREAS, it was found that the house located at 525 Rossi Hill was permitted and built to the property line and the zone requires 10 foot setbacks;

WHEREAS, the street vacation is contingent on an easement being granted back to the City for the use of the Right of Way;

WHEREAS, good cause exists for the street vacation and neither the public interest nor any person will be materially injured by the vacation; and

WHEREAS, it is in the best interest of Park City, Utah to approve the vacation of a portion of McHenry Avenue;

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

Section 1. VACATION. The above recitals are hereby incorporated as findings of fact. That portion of McHenry Avenue described as follows is hereby vacated subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

A parcel of land located in the southeast quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the westernmost corner of Block 62, Park City Survey, according to the official plat thereof on file and of record in the Office of the Recorder of Summit County, Utah, said point also being the westernmost corner of Unit 1, Silver Pointe Condominiums, recorded September 20, 1999, as Entry No. 548912 in the Office of the Recorder of Summit County, Utah; and running thence along the westerly boundary of said Unit 1 South 23°38’00” East 85.21 feet to the southernmost corner of Unit 1; thence South 66°22’00” West 10.00 feet; thence North 23°38’00” West 85.21 feet; thence North 66°22’00” East 10.00 feet to the point of beginning.

Description contains 852 square feet.

Findings of Fact:

1. The property located at 525 Rossi Hill also know as Unit 1 of the Silver Pointe Condominiums was built in 2005 to the property line in violation of the required 10' setback from the rear property line.
2. The house when built has a upper patio on the western side which is higher than 30" above grade and has habitable space beneath it.
3. A certificate of occupancy was granted for the house without the violations being noted on October 1, 2007.
4. Consistent with the 2010 Diversion Agreement, this street vacation of the above described portion of McHenry along with its subsequent sale to the owners of the 525 Rossi Hill would cure the setback violation.
5. Public use will be maintained by easement agreement. The City has no further use for the area proposed for vacation.

Conclusions of Law:

1. Good cause exists for the street vacation and neither the public interest nor any person will be materially injured this condominium plat.
2. Neither the public interest nor any person will be materially injured by the vacation

Conditions of Approval:

1. The applicant will record this Ordinance with the County for this street vacation to be effective.
2. Contemporaneously with the recordation of this Ordinance, a quit claim deed from the City for the vacated portion will be recorded along with an easement from the owners of 525 Rossi Hill to the City for the use of the Right of Way.
3. All named documents shall be in a form approved by the City Attorney and the City Engineer.

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

PASSED AND ADOPTED this __th day of ___, 2011.

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, MAYOR

ATTEST:

____
Jan Scott, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

PETITION TO VACATE A PORTION OF A PUBLIC STREET

William Tew and Pamela Maupin, husband and wife (collectively referred to herein as the "Petitioners"), pursuant to Section 10-9a-609.5 of the Utah Code, and pursuant to Section 15-7-7 of the Park City Land Management Code, hereby submit this Petition to Vacate a Portion of a Public Street (this "Petition") to the City Council of Park City Municipal Corporation (the "City") and request that the City vacate a portion of the public street known as McHenry Avenue in Park City, Summit County, Utah, which portion consists of a strip of land ten feet in width and approximately 85.21 feet in length (the "Right of Way Parcel"), that is contiguous to the entire western property line of Unit 1 of the Silver Pointe Condominiums, located at 525 Rossi Hill Drive in Park City, Summit County, Utah (the "Property"). Attached to this Petition as Exhibit "A" is the legal description of the Right of Way Parcel. Petitioners request that the City vacate the portion of McHenry Avenue identified and defined above as the Right of Way Parcel so that the City will then be in a position to sell and convey to the Petitioners the Right of Way Parcel for a purchase price to be determined by the City. A material condition to the vacation and the subsequent sale and conveyance from the City to the Petitioners of the Right of Way Parcel will be the requirement that immediately following the conveyance of the Right of Way Parcel from the City to the Petitioners, the Petitioners shall be obligated to grant to the City a perpetual easement and right-of-way that will affect the entire Right of Way Parcel, for the use by the City of the Right of Way Parcel for a public street and for the same purposes and to the same degree that the City has utilized the Right of Way Parcel in the past as a part of McHenry Avenue.

BACKGROUND AND REASONS FOR PETITIONERS' REQUEST

On or about June 20, 2004, Petitioners acquired fee simple title to the Property for the purpose of constructing thereon a single-family residence. Thereafter, Petitioners engaged the services of Kevin King as a professional designer and Jason A. Moore of PLS, Inc., as a professional builder to design and construct for the Petitioners' use a single-family residence (the "House") on the Property. Among the plans and drawings submitted to the City on behalf of Petitioners by their designer and builder, were building plans and a site plan that identified the construction of the House on the Property in a manner that satisfied the City's setback requirements. During the course of the construction of the House on the Property, representatives of the City's Department of Building Inspection performed periodic inspections of the construction of the House on the Property. Upon the completion of the construction of the House on the Property, the City's Department of Building Inspection issued to Petitioners a Certificate of Occupancy dated October 1, 2007, a copy of which is attached hereto as Exhibit "B", certifying that at the time of the issuance of the Certificate of Occupancy, the House constructed at 525 Rossi Hill Drive "was in compliance with the various ordinances of the City regulating building construction or use."

Although no additional exterior or interior construction work whatsoever has been performed on the House following the October 1, 2007 date of the Certificate of Occupancy (other than solar panels which were installed on the House in 2010 with a permit issued by the City), on or about May 27, 2009, the Petitioners were notified in a letter received from the City that the City had determined that certain portions of the House constructed on the Property encroached into the required ten-foot setback area of the Property located along the western boundary of the Property. The City does not allege that any portion of the actual building comprising the House encroaches beyond the boundary of the Property. Following the Petitioners' receipt of the City's May 27, 2009 letter, the Petitioners, together with their legal counsel, their architect and their builder, have met with representatives of the City on numerous occasions to discuss the alleged setback violation and to discuss the manner in which the Petitioners could correct the alleged setback violation.

On or about November 15, 2010, the City filed in the Justice Court in and for Park City, Summit County, State of Utah an Information (the "Information") alleging that the Property owned by the Petitioners, located at 525 Rossi Hill in Park City, Summit County, Utah "fails to comply with the ten-foot setback requirement for the Lot located at the above-referenced address located within the Historic Residential-1 Zone," in violation of the Municipal Code of Park City, Section 15-2.2-3(E). A copy of the Information is attached hereto as Exhibit "C".

Subsequent to the filing of the Information by the City, the City and the Petitioners executed and filed with the Justice Court a Stipulated Diversion Agreement and Request for Approval (the "Diversion Agreement"), dated December 14, 2010, which has since been approved by Judge Shauna Kerr of the Justice Court. A copy of the Diversion Agreement is attached hereto as Exhibit "D". Pursuant to the Diversion Agreement, the City and the Petitioners agreed that the charge against the Petitioners with respect to the alleged setback violation could be resolved as follows:

> **SETBACK**. Defendants agree that Defendants William Tew and Pamela Maupin shall remedy the alleged setback violation of the house (the "House") constructed on the property described as Unit 1 of the Silver Pointe Condominiums located at 525 Rossi Hill, Park City, Utah (the "Property") in the following manner: The House shall be brought into compliance with the Park City Land Management Code by Defendants William Tew and Pamela Maupin buying from the City a parcel of land (the "Right of Way Parcel") approximately 10 feet wide that is appurtenant to the entire western property line of the Property. The Right of Way Parcel is approximately 85.21 feet long and contains approximately 852 square feet. The sale of the Right of Way Parcel is within the discretion of the City Council and must go through the public process as required by the Park City Land Management Code and the Utah Code. If the sale of the Right of Way Parcel is authorized and completed, Defendants William Tew and Pamela Maupin shall grant to the City an easement in perpetuity (the "Easement"), authorizing the City to use the Right of Way Parcel for public purposes that do not require any portion of the House to be removed or relocated. The Parties acknowledge and agree that the use of the Right of Way Parcel by the City for a public street and a retaining wall in the locations as they exist on the date of this Diversion Agreement shall be acceptable public purpose uses of the Right of Way Parcel pursuant to the Easement. After the Easement is granted to the City, the owners of the Property and of the Right of Way Parcel shall not be responsible to construct, maintain, repair, replace or insure any public facilities or improvements located within the Right of Way Parcel. If the City and Defendants William Tew and Pamela Maupin are unable to agree upon mutually acceptable

terms (including without limitation the purchase price) for the sale by the City of the Right of Way Parcel, then the City shall have the right to terminate this Diversion Agreement by giving written notice of termination to the Defendants and to the Court, and the prosecuting attorney may proceed with the prosecution of the charges in the Information in this matter.

This Petition by the Petitioners to the City Council of the City will not in any manner affect or diminish the City's use and enjoyment of the Right of Way Parcel. The sole purpose of the proposed vacation by the City of the Right of Way Parcel, the subsequent sale of the Right of Way Parcel from the City to the Petitioners and the simultaneous granting by the Petitioners to the City of an easement in perpetuity (the "Easement") to use the Right of Way Parcel for public purposes, will result in a new property line for the Petitioners along the western boundary of their Property that is ten feet further west than the present western boundary line of the Petitioners' Property, even though such ten-foot portion of the Petitioners' Property would be subject to the Easement in favor of the City. However, such expanded western boundary of the Petitioners' Property would enable the Petitioners to remedy the alleged setback violation of the House constructed on the Property. Attached hereto as Exhibit "E" is a copy of the proposed Easement Agreement (the "Easement Agreement") pursuant to which the Petitioners shall grant to the City the Easement. The deed conveying the Right of Way Parcel from the City to the Petitioners shall contain a perpetual deed restriction that shall run with the land and that shall be binding on the Petitioners and all future successors in interest as owners of the Right of Way Parcel and of the Property which restriction shall state that ownership of the title to the Right of Way Parcel must always remain with the ownership of the title to the Property, which Property is defined above as Unit 1 of the Silver Pointe Condominiums located at 525 Rossi Hill Drive in Park City, Summit County, Utah. In the event the Petitioners or any subsequent owner of the Property and the Right of Way Parcel ever record in the Office of the Recorder of Summit County, Utah a deed for the purpose of separating or severing the title of the Property and the Right of Way Parcel, then the title to the Right of Way Parcel shall be subject to a right of reverter in favor of the City, which right of reverter the City may exercise with respect to the Right of Way Parcel by recording in the Office of the Recorder of Summit County, Utah written notice of the City's election to exercise such right of reverter with respect to the Right of Way Parcel and to reacquire title to the Right of Way Parcel.

As required by Section 10-9a-609.5(1) of the Utah Code, attached to this Petition as Exhibit "F" is a list that contains the name and address of each owner of record (the "Owners of Record") of land that is adjacent to the Right of Way Parcel or accessed exclusively by or within 300 feet of the Right of Way Parcel. Petitioners hereby certify that on ______________, 2011, Petitioners sent by United States First Class Mail to every Owner of Record a copy of this Petition, without the Exhibits, accompanied with a written request that each Owner of Record sign and mail to Petitioners a written consent (the "Consent") in the form attached hereto as Exhibit "G" evidencing the consent of such Owners of Record to the proposed vacation by the City of the Right of Way Parcel. Petitioners shall deliver to the City at the public hearing conducted by the City pertaining to this Petition the original signed Consents that Petitioners receive from any of the Owners of Record prior to the public hearing.

The Petitioners' Petition and proposal includes (and the Diversion Agreement contemplates) the vacation by the City of the Right of Way Parcel and the subsequent sale by the

City to the Petitioners of the Right of Way Parcel. During the process of negotiating with the representatives of the City the terms of the Diversion Agreement, the Petitioners requested that the representatives of the City identify a list of real property appraisers who may be acceptable to the City for purposes of determining the fair market value of the Right of Way Parcel. The Petitioners then selected from the list received from the City David P. Holtby of Van Drimmelen & Associates, Inc., and the Petitioners engaged the services of David P. Holtby of Van Drimmelen & Associates, Inc., at a cost to Petitioners of $2,200, to prepare an appraisal of the Right of Way Parcel to determine the fair market value of the Right of Way Parcel that is proposed to be conveyed by the City to the Petitioners and then subjected to the Easement in favor of the City. Attached to this Petition as Exhibit "H" is a copy of the Appraisal Report of David P. Holtby of Van Drimmelen & Associates, Inc., dated July 6, 2010, in which David P. Holtby of Van Drimmelen & Associates, Inc. concluded that the fair market value of the Right of Way Parcel that is proposed to be conveyed to the Petitioners subject to an easement in favor of the City is $5,300.

SUMMARY

Therefore, the Petitioners respectfully request: (a) that the City hold a public hearing pursuant to Section 10-9a-609.5(2) and Section 10-9a-208 of the Utah Code and determine whether (i) good cause exists for the vacation; and (ii) the public interest or any person will be materially injured by the proposed vacation; (b) that the City find, pursuant to Section 10-9a-609.5 of the Utah Code, that good cause exists for the proposed vacation by the City of the Right of Way Parcel and that neither the public interest nor any person will be materially injured by the proposed vacation of the Right of Way Parcel; and (c) that the City adopt an ordinance, pursuant to Section 10-9a-609.5 of the Utah Code, granting the Petitioners' Petition that the City vacate the Right of Way Parcel, conditioned on the requirement that the Petitioners grant to the City the Easement in the form of the Easement Agreement immediately upon the conveyance to the Petitioners of the Right of Way Parcel.

The Petitioners further request that, following the adoption by the City Council of an ordinance granting Petitioners' Petition for the vacation of the Right of Way Parcel, the City approve the sale by the City to the Petitioners of the Right of Way Parcel for a total purchase price of $5,300, conditioned on the requirement that the Petitioners grant to the City the Easement in the form of the Easement Agreement immediately upon the conveyance to the Petitioners of the Right of Way Parcel.

Dated this _____ day of _____, 2011.

____
WILLIAM TEW

____
PAMELA MAUPIN

LIST OF EXHIBITS:

EXHIBIT “A”	Legal Description of the Right of Way Parcel
EXHIBIT “B”	Copy of the Certificate of Occupancy
EXHIBIT “C”	Copy of the Information
EXHIBIT “D”	Copy of the Diversion Agreement
EXHIBIT “E”	Copy of the Form of the Easement Agreement
EXHIBIT “F”	List of Names of Owners Required by Section 10-9a-609.5(1) of the Utah Code
EXHIBIT “G”	Copy of the Form of the Consent
EXHIBIT “H”	Copy of the Appraisal Report of David P. Holtby of Van Drimmelen & Associates, Inc. Pertaining to the Right of Way Parcel

EXHIBIT “A”
TO
PETITION TO VACATE A PORTION
OF A PUBLIC STREET

Legal Description of the Right of Way Parcel

A parcel of land located in the southeast quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the westernmost corner of Block 62, Park City Survey, according to the official plat thereof on file and of record in the Office of the Recorder of Summit County, Utah, said point also being the westernmost corner of Unit 1, Silver Pointe Condominiums, recorded September 20, 1999, as Entry No. 548912 in the Office of the Recorder of Summit County, Utah; and running thence along the westerly boundary of said Unit 1 South 23°38’00” East 85.21 feet to the southernmost corner of Unit 1; thence South 66°22’00” West 10.00 feet; thence North 23°38’00” West 85.21 feet; thence North 66°22’00” East 10.00 feet to the point of beginning.

Description contains 852 square feet.

The location of the Right of Way Parcel is depicted on the drawing attached hereto as part of this Exhibit “A”.

EXHIBIT "B"
TO
PETITION TO VACATE A PORTION
OF A PUBLIC STREET

<u>Copy of the Certificate of Occupancy</u>

EXHIBIT “C”
TO
PETITION TO VACATE A PORTION
OF A PUBLIC STREET

<u>Copy of the Information</u>

EXHIBIT "D"
TO
PETITION TO VACATE A PORTION
OF A PUBLIC STREET

Copy of the Diversion Agreement

EXHIBIT "E"
TO
PETITION TO VACATE A PORTION
OF A PUBLIC STREET

Copy of the Form of the Easement Agreement

EXHIBIT "F"
TO
PETITION TO VACATE A PORTION
OF A PUBLIC STREET

List of Names of Owners Required by Section 10-9a-609.5(1) of the Utah Code

EXHIBIT “G”
TO
PETITION TO VACATE A PORTION
OF A PUBLIC STREET

Copy of the Form of the Consent

EXHIBIT "H"
TO
PETITION TO VACATE A PORTION
OF A PUBLIC STREET

Copy of the Appraisal Report of David P. Holtby of
Van Drimmelen & Associates, Inc. Pertaining to the Right of Way Parcel

VAN DRIMMELEN & ASSOCIATES, INC.
REAL ESTATE APPRAISERS / CONSULTANTS

A SUMMARY APPRAISAL REPORT OF
A PARCEL OF LAND AND A PERPETUAL
EASEMENT
OWNED BY
PARK CITY MUNICIPAL CORPORATION
LOCATED AT
±525 MCHENRY AVENUE,
PARK CITY, UTAH

PREPARED FOR
WILLIAM TEW, PHD

BY
DAVID P. HOLTBY
APPRAISER

DATE OF INSPECTION
JUNE 15, 2010

DATE OF VALUATION
JUNE 15, 2010

DATE OF THE REPORT
JULY 6, 2010

774 East 2100 South Salt Lake City, Utah 84106 Phone 801-487-3691 Fax 801-487-0330

VAN DRIMMELEN & ASSOCIATES, INC.
REAL ESTATE APPRAISERS / CONSULTANTS

July 6, 2010

Mr. William Tew, PhD
525 Rossie Hill Drive
Park City, Utah 84060

Re: A summary appraisal report of a parcel of land and a perpetual easement located at approximately ±525 McHenry Avenue, Park City, Utah. Report File# 1054dh0710.

Dear Mr. Tew:

At your request, I have inspected the property that is under the recorded ownership of Park City Municipal Corporation, located at ±525 McHenry Avenue, Park City, Utah. The subject is identified as a portion of McHenry Avenue with no assigned parcel number and the site contains a total area of 852 square feet, or ±0.020 acre. The land size utilized herein is based on information obtained from the Client and is assumed to be correct. The purpose of the inspection and subsequent investigation and analysis is to formulate an opinion of the market value of the subject property. The intended use of the report is for potential purchase considerations.

The attached report is a Summary Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of USPAP. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop an opinion of market value. Supporting documentation is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client. Finally, this appraisal report conforms with, and is subject to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics, and the Standards of Professional Appraisal Practice of the Appraisal Institute. The report has been prepared in compliance with the reporting requirements established by both USPAP and Federal Regulations.

The use of this appraisal report, by the client or by a third party, will mean acceptance of all assumptions and limiting conditions contained in the Letter of Transmittal, Preface, and attached report. The appraiser is not responsible for unauthorized use of this report.

774 East 2100 South Salt Lake City, Utah 84106 Phone 801-487-3691 Fax 801-487-0330

Mr. Tew
July 6, 2010
Page 2

Based on my investigation and analysis, I am of the opinion that the indicated "as is" market value of the subject property, including the acquisition of the subject property and the conveyance of a perpetual easement to Park City Corporation, as of June 15, 2010, is:

FIVE THOUSAND THREE HUNDRED DOLLARS
($5,300)

The marketing period of the subject property would be strongly influenced by the asking price, market conditions, and the efforts to sell the subject property. However, based on current market conditions and available market data, it would appear that the subject property, if properly marketed, would need an exposure time of six to twelve months. Likewise, being properly marketed, the subject could be sold within a 6-12 month period from the date of this appraisal.

The value given is subject to the general assumptions, limiting conditions, and specific extraordinary assumptions stated in the report and/or itemized in the preface section of this document. It is important that the reader of this report review and understand all general and specific assumptions and limiting conditions. This letter must remain attached to the report in order for the value opinion set forth to be considered valid. The effective date of value is June 15, 2010. The date of the report is July 6, 2010.

This report has been prepared primarily for your use. As is customary in assignments of this nature, neither my name, company name, nor the material submitted may be included in any prospectus, in newspaper publicity, or as part of any printed material; or used in offerings or representations with the sale of securities or participation interests to the public.

Your attention is invited to the attached appraisal report, which outlines the data collected and the methods used to formulate an opinion of the market value of the subject property. If you have any questions, please do not hesitate to contact me at (801) 487-3691.

Respectfully submitted,

David P. Holtby, Appraiser
Utah State Certified General Appraiser
License No. 55503226-CG00, Expires 3-31-11

DH/kv
Enc

Appraisal Report Preface

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Certification

Re: A summary appraisal report of a parcel of land and a perpetual easement located at approximately ±525 McHenry Avenue, Park City, Utah. Report File# 1054dh0710.

I certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property appraised that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice* (USPAP).
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
10. I have made a personal inspection of the property.
11. No other individuals provided significant professional assistance to the person signing this report.
12. I have complied with the Appraisal Standards of USPAP and the Appraisal Institute in conducting the research and analysis, and in formulating the value conclusion(s) contained in this report.
13. The Ethics Rule of the Uniform Standards shall be enforced solely by enforcement of the Code of Professional Ethics under the existing enforcement procedures of the Appraisal Institute.
14. As of the date of this report, I am licensed by the State of Utah, Department of Commerce, Division of Real Estate. Under the state's licensing regulations, I am a Certified General Appraiser and my license has not been revoked, suspended, canceled, or restricted.
15. The undersigned hereby acknowledge that he has the appropriate education and experience to complete the assignment in a competent manner. The reader is referred to the appraiser's statement of qualifications found in the addenda of this report.

Dated: July 6, 2010

David P. Holtby

Utah State Certified General Appraiser
Certificate #5503226-CG00, Expires 3-31-11

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

2. For purposes of this appraisal, any marketing program for the sale of the property would assume cash or its equivalent.

3. No detailed soil studies covering the subject property were available for this appraisal. It is therefore assumed that soil conditions are adequate to support standard construction consistent with highest and best use.

4. The date of value to which the conclusions and opinions expressed in this report apply, is set forth in the letter of transmittal. Further, the dollar amount of any value opinion rendered in this report is based upon the purchasing power of the American dollar existing on that date.

5. The appraiser assumes no responsibility for economic or physical factors, which may affect the opinions in this report that occur after the valuation date.

6. The appraiser reserves the right to make such adjustments to the analyses, opinions and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.

7. No opinion as to title is rendered. Data relating to ownership and legal description was obtained from the client or public records and is considered reliable. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management, and available for its highest and best use.

8. If no title policy was made available to the appraiser, he assumes no responsibility for such items of record not disclosed by customary investigation.

9. The appraiser assumes no responsibility for hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for arranging for engineering studies that may be required to discover them.

10. The property is appraised assuming it to be in full compliance with all applicable federal, state, and local environmental regulations and laws, unless otherwise stated.

11. The property is appraised assuming that all applicable zoning and use regulations and restrictions have been complied with, unless otherwise stated.

ASSUMPTIONS AND LIMITING CONDITIONS, Continued

12. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based, unless otherwise stated.

13. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separated allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

14. No engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area was taken from sources considered reliable and no encroachment of real property improvements is considered to exist.

15. No opinion is expressed as to the value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials except as is expressly stated.

16. Maps, plats and exhibits included in this report are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.

17. No opinion is intended to be expressed for matters which require legal expertise or specialized investigation or knowledge beyond that customarily employed by the real estate appraisers.

18. Possession of this report, or copy of it, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.

19. Testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal, unless such arrangements are made a reasonable time in advance.

20. The appraiser has personally inspected the subject property and found no obvious evidence of structural deficiencies, except as may be stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake or occupancy codes can be assumed without provision of specific professional or government inspections.

21. Unless otherwise noted, no consideration has been given in this appraisal to the value of the property located on the premises which is considered by the appraiser to be personal property, nor has consideration been given to the cost of moving or relocating such personal property; only the real property has been considered.

22. Information obtained for use in this appraisal is believed to be true and correct to the best of my ability; however, no responsibility is assumed for errors or omissions, or for information not disclosed which might otherwise affect the valuation estimate.

23. Unless otherwise stated in this report, the appraiser signing this report has no knowledge concerning the presence or absence of toxic materials in the improvements and/or hazardous waste on the land. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.

ASSUMPTIONS AND LIMITING CONDITIONS, Continued

24. Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute.

25. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the appraiser.

CONSIDERATION OF HAZARDOUS SUBSTANCES IN THE APPRAISAL PROCESS

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

SPECIFIC LIMITING CONDITIONS AND EXTRAORDINARY ASSUMPTIONS

1. This analysis assumes no environmental hazards exist on site that would adversely affect the final value estimate. Review of a Phase I Environmental Site Assessment performed by a qualified engineer/firm is recommended.

2. An extraordinary assumption is made that the information received from the client, owner, and Summit County, which has been relied upon to formulate an opinion of value, is correct.

3. The Client has provided information pertaining to the area of the pro-rata share of the larger parcel and the perpetual easement. An extraordinary assumption is made that the size estimate by the Client is correct.

Executive Summary

Type of Property Appraised:	A parcel of land and a perpetual easement.
Address:	±525 McHenry Avenue, Park City, Utah.
Location:	East side of McHenry Avenue, north of Rossie Hill Drive.
Purpose of the Appraisal:	Formulate an opinion of the market value of the subject property.
Property Rights Appraised:	Fee simple
Owner of Record:	Park City Municipal Corporation
County Parcel Number(s):	None assigned
Area Data Summary:	Recessionary economic base, expanding population, rising unemployment, and declining property values and real estate investment.
Neighborhood Summary	The subject neighborhood is located within Summit County, specifically Park City and surrounding communities.
Site Summary:	
Location:	East side of McHenry Avenue, north of Rossie Hill Drive
Land Size:	±0.020 acre
Shape/Topography:	Rectangular/Mostly level
Flood Zoning:	X (non-flood hazard area)
Adverse Site Conditions:	None Noted
Zoning:	RM (Residential)
Highest and Best Use:	
As Vacant	Medium density residential use oriented development.
As Improved	N/A, the subject site is unimproved.

Executive Summary (cont'd)

Market Value:	**$5,300 (Land Acquisition and Grant of Perp. Easement)**
Date of Inspection:	June 15, 2010
Dates of Valuation:	
"As Is"	June 15, 2010
Date of the Report:	July 6, 2010
Marketability of the Subject:	The subject property is considered marketable, and the marketing and exposure time is estimated to be within a 6-12 month period.

Subject Photographs

View of Subject and Perpetual Easement Looking North

View of Subject and Perpetual Easement Looking South

View of Subject and Perpetual Easement Looking North

View of Subject and Perpetual Easement Looking South

Street Scene: McHenry Avenue Looking North

Factual Information

Introduction

CLIENT: William Tew, PhD
525 Rossie Hill Drive
Park City, Utah 84060

APPRAISER: David P. Holtby
Van Drimmelen & Associates, Inc.
774 East 2100 South
Salt Lake City, Utah 84106

SUBJECT: A parcel of land and a perpetual easement.

Purpose of the Appraisal

The purpose of this appraisal is to formulate an opinion of the market value of the subject property as of the effective valuation date. The definition for market value is as follows:

- Definition of Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from the seller to buyer under conditions whereby:

A. Buyer and seller are typically motivated,
B. Both parties are well informed or well advised, and acting in what they consider their own best interest,
C. A reasonable time is allowed for exposure in the open market,
D. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
E. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[1]

[1] Definition of "Market" Value - "Market Value" as defined in the Rules and Regulations, Federal Register, Vol. 55, No. 165, page 34696, as of Friday, August 24, 1990, Rules and Regulations, 12 CFR Part 34.42(f).

The foregoing definition stipulates that value reflect cash or cash equivalent terms. The following elaborates on the concept of cash equivalency.

> *In applying this definition of market value, adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs that are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparison to financing terms offered by a third party financial institution that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession, but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.*[2]

Intended User/Use of the Report

Reportedly, this appraisal will be used by the client, William Tew, PhD, to assist with estimating market value for a potential purchase and grant of a perpetual easement.

Property Rights/Interest(s) Appraised

The property rights/interest appraised is the fee simple estate. The fee simple estate is defined below.

- Definition of Fee Simple Estate

  Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[3]

Personal Property, Fixtures, and Intangible Items

No personal property, equipment, fixtures, or intangible items are included in the appraised values.

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2 Federal National Mortgage Association (FNMA) and the Federal Home Loan Mortgage Corporation (FHLMC).

3 The Appraisal of Real Estate, (twelfth edition) The Appraisal Institute, Chicago, Illinois, 2001, pg. 69.

Effective Date(s) of Valuation

The property was last inspected on June 15, 2010, which is also the effective date of the appraisal. The date of the report is July 6, 2010.

Subject Status Appraised

As per the client's request, the subject is valued in its "as is" condition as of the date of inspection. This definition is as follows:

- Definition of Value "As Is"

  The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning. [4]

Scope/Appraisal Development and Reporting Process

This report is a summary appraisal. As indicated, the purpose of the appraisal is to formulate an opinion of the market value of the subject property. In formulating an opinion of market value for the subject land parcel, the land was appraised via the Sales Comparison Approach. In preparing this appraisal, the following steps were taken:

- The subject site was inspected,
- Comparable information was gathered and confirmed,
- The most common method of land valuation was employed to develop an opinion of the market value of the subject land, namely the Sales Comparison Approach;
- The value of the specific subject property to be purchased in fee was determined;
- The value of the perpetual easement was analyzed.
- The difference in value of the subject land and the perpetual easement is concluded.

4 The Dictionary of Real Estate Appraisal, (Fourth Edition) The Appraisal Institute, Chicago, Illinois, 2002.

To formulate the opinion of value the appraisers performed an appraisal process as defined by the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice.[5] The report has been prepared in compliance with the reporting requirements established by both USPAP and Federal Regulations. This Summary Appraisal Report is a summary recapitulation of the appraiser's data, analyses and conclusions. Supporting documentation is retained in the appraiser's file.

No other individuals provided significant professional assistance to the person signing this report.

5 Uniform Standards of Professional Appraisal Practice, Appraisal Foundation, 2010 Edition.

Identification of Property

ADDRESS:	±525 McHenry Avenue, Park City, Utah.
LOCATION:	East side of McHenry Avenue, north of Rossie Hill Drive.
PARCEL NUMBER(S):	None assigned
OWNER(S) OF RECORD:	Park City Municipal Corporation
LEGAL DESCRIPTION:	The Summit County Recorder's Office indicates that they do not have a parcel number or legal description for the subject larger parcel. However, the Client has indicated that only a portion of the subject site containing 852 square feet, or ±0.020 acre is to be valued herein as a potential purchase in fee simple. Additionally, the Client has requested that a value of a perpetual easement containing 852 square feet, or ±0.020 acre be value. Therefore, this land size estimate is used as a basis for pro-rata share and easement analysis. The larger parcel theory is utilized to determine the larger parcel as a basis for valuation. No responsibility is assumed for any inaccuracies that may exist. A copy of the county legal description is located in the addendum of this report. Review of an A.L.T.A. Survey for the subject property is recommended.

Recent History of the Property

The subject property is currently under the recorded ownership of Park City Municipal Corporation. It is part of McHenry Avenue. Mr. William Tew is interested in purchasing a portion of the subject site both in fee and granting a perpetual easement back to Park City as part of a resolution to a property dispute.

I am not aware of any pending sales, leases, listings, or offers on the property that is the subject of this report within the past three years.

Real Estate Taxes & Assessments

For taxation purposes, the appraised property is under the jurisdiction of Summit County. Real estate tax information for 2009 is shown in the following table.[6]

Current Assessment and Tax Information: FY 2009							
	Assessed Value			Total Taxes			
Parcels	Land	Improvements	Total Taxable	Calculated Tax Rate	Ad Valorem Tax[1]	Special Assessments[2]	Total Tax
N/A	$0	$0	$0	N/A	$0.00	$0	$0.00
Total	**$0**	**$0**	**$0**	**N/A**	**$0.00**	**$0**	**$0.00**
[1]Applies to real estate only. Taxes on personal property, improvement fixtures, etc., if any are excluded.							
[2]Special assessments include bond payments and/or other taxes that do not vary according to assessed value.							
Source: Summit County - Applicable for Tax Year 2009							

The subject property is owned by a municipality and is considered tax exempt. The assessed value is typically computer generated and is not specific in adjustments. Thus, limited weight is placed on the assessed value as a market value indicator.

6 Taxes in Utah are calculated by applying a tax rate to taxable value. Taxable value is a percentage of the assessor's estimate of market value. The percentage is 100 percent for commercial properties and about 67 percent for residential properties. The tax rate varies depending on a given county's budget.

Area Description

There are social, economic, governmental, and environmental forces, which influence the value and marketability of the subject of this of this report. A synopsis of the State of Utah and Wasatch Front markets are analyzed below. A more specific analysis of the subject neighborhood of Park City and surrounding areas in Summit County will follow in the summary of neighborhood information section.

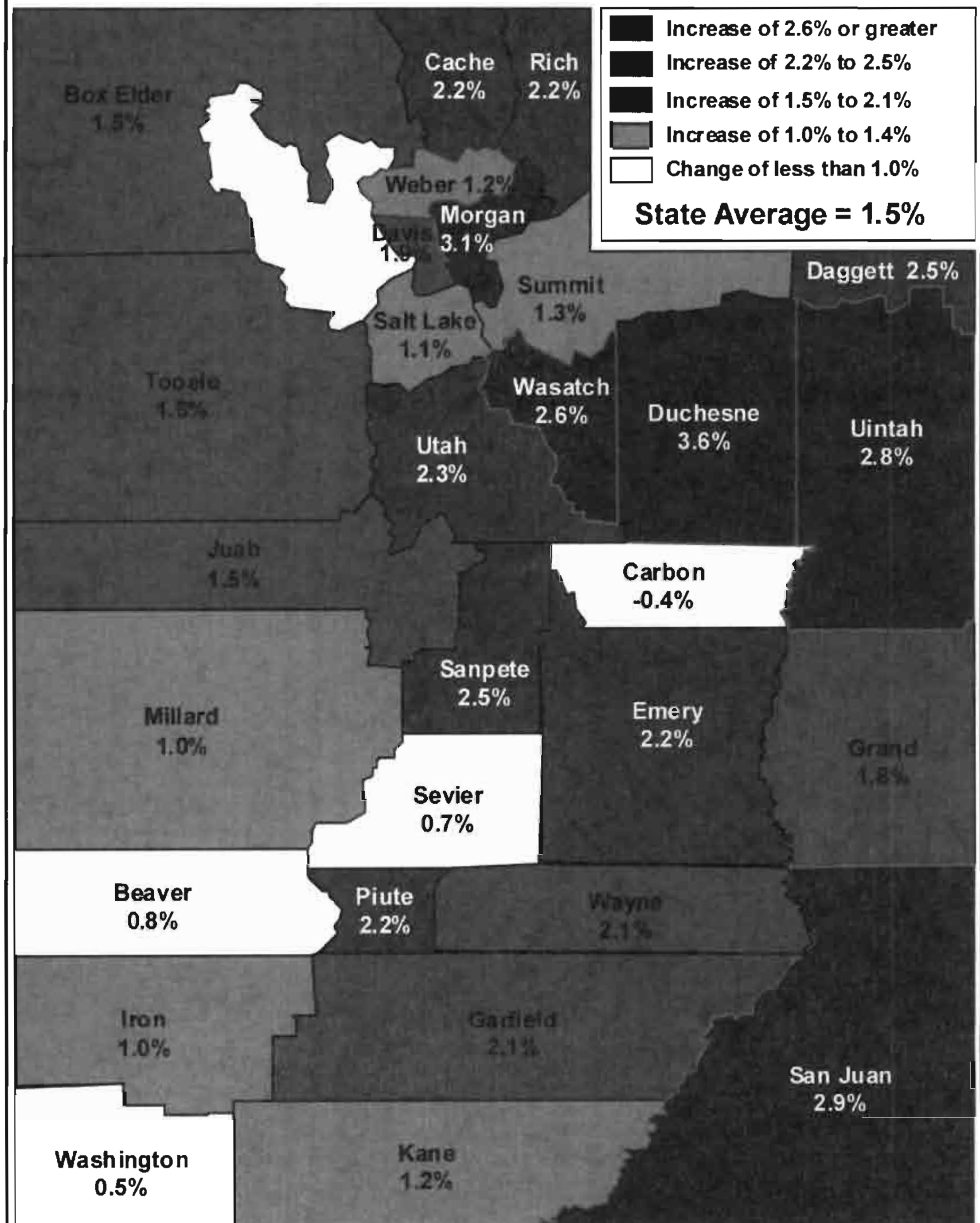
Population/Growth:

According to the *2010 Utah Economic Report to the Governor*, Utah's official July 1, 2009, population was estimated to be 2,800,089, an increase of 1.5% from 2008. The following grid summarizes the growth components of the State of Utah during 2009.

2009 Utah Population Estimate	**2,800,089**
2008-2009 Percent Change	1.5%
2008-2009 Absolute Change	42,310
2009 Net Migration	1,547
2009 Fiscal Year Births	54,548
2009 Fiscal Year Deaths	13,785
2009 Natural Increase	40,763

The rate of growth is lower than the record growth of 3.2% in 2007. Population had a net increase of 42,310 people, with 3.7% of the increase from people moving into the state. Utah's unique high fertility rate and low mortality rate contribute to strong natural increase, the difference between births and deaths. According to the U.S. Census Bureau, Utah ranked 2nd among states, behind Wyoming, with a population growth rate of 2.1% from 2008 to 2009. The U.S. Rate of growth was 0.9%. Long-term projections indicate the population growing to 3.7 million in 2020, 4.4 million in 2030, 5.2 million in 2040, 6.0 million in 2050, and 6.8 in 2030. The following map shows estimated growth rates per county for the state from 2008 to 2009.

Population Growth Rates: 2008-2009



Source: Utah Population Estimates Committee

Morgan, Duchesne, San Juan, Uintah, and Wasatch Counties were the fastest growing counties in the state and experienced growth rates above 2.6% during 2008 to 2009. Salt Lake and Utah Counties experienced the largest absolute change in terms of persons. Only one county, Carbon, experienced population loss during this time period.

As is shown in the following table, the estimated population of Summit County as of July 2009 was 40,451 persons, which represents a ±1.3 percent growth rate from July 2008 estimates.

Utah Population Estimates by County

											2008-2009		2000 - 2009			2009
County	Census April 1, 2000	July 1, 2000	July 1, 2001	July 1, 2002	July 1, 2003	July 1, 2004	July 1, 2005	July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	Absolute Change	Percent Change	Absolute Change	Percent Change	AARC	% of Total Population
Beaver	6,005	6,023	6,198	6,285	6,285	6,308	6,341	6,428	6,466	6,523	6,576	53	0.8%	571	9.5%	1.0%	0.23%
Box Elder	42,745	42,860	43,245	43,612	44,022	44,654	45,304	45,987	47,491	48,712	49,421	709	1.5%	6,676	15.6%	1.6%	1.76%
Cache	91,391	91,897	93,372	95,460	98,176	100,182	103,564	105,671	109,022	111,841	114,276	2,435	2.2%	22,885	25.0%	2.5%	4.08%
Carbon	20,422	20,396	19,858	19,858	19,558	19,385	19,338	19,504	19,730	19,841	19,768	-73	-0.4%	-654	-3.2%	-0.3%	0.71%
Daggett	921	933	944	916	921	954	983	949	969	984	988	24	2.5%	67	7.3%	0.6%	0.04%
Davis	238,994	240,204	246,744	255,099	262,038	268,916	278,278	286,547	296,029	301,915	307,656	5,741	1.9%	68,662	28.7%	2.8%	10.99%
Duchesne	14,371	14,397	14,646	14,856	14,696	14,933	15,237	15,585	16,163	16,765	17,368	603	3.6%	2,997	20.9%	2.1%	0.62%
Emery	10,860	10,782	10,473	10,540	10,477	10,493	10,491	10,438	10,461	10,610	10,848	238	2.2%	-12	-0.1%	0.1%	0.39%
Garfield	4,735	4,763	4,630	4,599	4,532	4,625	4,703	4,772	4,872	5,044	5,149	105	2.1%	414	8.7%	0.9%	0.18%
Grand	8,485	8,537	8,423	8,468	8,464	8,611	8,826	9,024	9,125	9,326	9,493	167	1.8%	1,008	11.9%	1.2%	0.34%
Iron	33,779	34,079	35,541	36,122	37,559	38,925	41,397	43,424	44,813	46,341	46,825	484	1.0%	13,046	38.6%	3.6%	1.67%
Juab	8,238	8,310	8,570	8,643	8,713	8,826	8,974	9,315	9,654	10,039	10,191	152	1.5%	1,953	23.7%	2.3%	0.36%
Kane	6,046	6,037	6,037	5,968	5,937	6,056	6,211	6,294	6,440	6,663	6,740	77	1.2%	694	11.5%	1.2%	0.24%
Millard	12,405	12,461	12,486	12,760	13,068	13,127	13,171	13,230	13,414	13,550	13,702	152	1.1%	1,297	10.5%	1.1%	0.49%
Morgan	7,129	7,181	7,548	7,639	7,938	8,249	8,516	8,888	9,265	9,645	9,947	302	3.1%	2,818	39.5%	3.7%	0.36%
Piute	1,435	1,436	1,404	1,409	1,358	1,366	1,368	1,373	1,385	1,447	1,479	32	2.2%	44	3.1%	0.3%	0.05%
Rich	1,961	1,955	1,983	2,050	2,079	2,069	2,062	2,121	2,162	2,278	2,329	51	2.2%	368	18.8%	2.0%	0.08%
Salt Lake	898,387	902,777	918,279	927,564	940,465	955,166	978,285	996,374	1,018,904	1,030,519	1,042,125	11,606	1.1%	143,738	16.0%	1.6%	37.22%
San Juan	14,413	14,360	14,063	14,216	14,240	14,353	14,571	14,647	14,807	15,206	15,643	437	2.9%	1,230	8.5%	1.0%	0.56%
Sanpete	22,763	22,846	23,572	24,521	24,787	25,043	25,454	25,799	26,464	26,960	27,646	686	2.5%	4,883	21.5%	2.1%	0.99%
Sevier	18,842	18,938	19,180	19,232	19,318	19,415	19,649	19,984	20,442	20,619	20,773	154	0.7%	1,931	10.2%	1.0%	0.74%
Summit	29,736	30,048	31,279	32,236	34,073	35,090	36,283	36,871	38,412	39,951	40,451	500	1.3%	10,715	36.0%	3.4%	1.44%
Tooele	40,735	41,549	44,425	47,019	48,956	50,075	52,133	54,375	56,536	58,214	59,117	903	1.6%	18,382	45.1%	4.0%	2.11%
Uintah	25,224	25,297	26,049	25,984	26,019	26,224	26,883	27,747	28,806	30,446	31,291	845	2.8%	6,067	24.1%	2.4%	1.12%
Utah	368,536	371,894	390,447	405,977	423,286	437,627	456,073	475,425	501,447	519,632	531,442	11,810	2.3%	162,906	44.2%	4.0%	18.98%
Wasatch	15,215	15,433	16,278	17,476	18,515	19,177	19,999	21,053	21,951	22,845	23,428	583	2.6%	8,213	54.0%	4.7%	0.84%
Washington	90,354	91,104	96,902	103,750	109,767	117,316	127,127	134,899	140,908	144,710	145,466	756	0.5%	55,112	61.0%	5.3%	5.20%
Wayne	2,509	2,515	2,509	2,504	2,487	2,518	2,504	2,535	2,635	2,637	2,692	55	2.1%	183	7.3%	0.8%	0.10%
Weber	196,533	197,541	200,567	203,377	205,882	209,547	213,664	215,870	220,781	224,536	227,259	2,723	1.2%	30,726	15.6%	1.6%	8.12%

The demographic projections for Utah appear to be favorable. The following is the projected population and employment growth over the next 45 years as reported by the Governor's Office of Planning and Budget.

Utah Economic and Demographic Summary

	July 1 Population Total Population		School-Age Population (Ages 5-17)		Total Employment		Households		
Decade	Total	AARC	Total	AARC	Total	AARC	Total	AARC	Average Size
2000	2,246,553		509,087		1,387,847		706,978		3.12
2010	2,927,643	2.7%	623,784	2.1%	1,796,544	2.6%	958,165	3.1%	3.00
2020	3,652,547	2.2%	772,074	2.2%	2,197,122	2.0%	1,242,459	2.6%	2.89
2030	4,387,831	1.9%	845,713	0.9%	2,563,153	1.6%	1,556,949	2.3%	2.77
2040	5,171,391	1.7%	971,017	1.4%	2,972,731	1.5%	1,876,862	1.9%	2.70
2050	5,989,089	1.5%	1,131,546	1.5%	3,391,591	1.3%	2,200,285	1.6%	2.67
2060	6,840,187	1.3%	1,259,549	1.1%	3,817,552	1.2%	2,554,061	1.5%	2.62

Notes:
1. Total Employment includes self-employed and others not included in nonfarm employment.
2. All numbers are dated July 1.
3. Average Household Size is based on the household population which does not include Group Quarters Population.
4. AARC = Average Annual Rate of Change.

Source: Governor's Office of Planning and Budget, 2008 Baseline Projections

Economy:

Consistent with the nation, Utah's economy contracted during 2009. Employment increased slightly during 2008 but declined 4.9% in 2009. The unemployment rate nearly doubled from 3.4% in 2008 to 6.5% in 2009. Housing combined with caution business resulted in construction employment declining 22.6% after a 12.5% decline in 2008.

Some of the economic highlights during 2009 are noted by the following market indicators as reported in the *2010 Utah Economic Report to the Governor*:

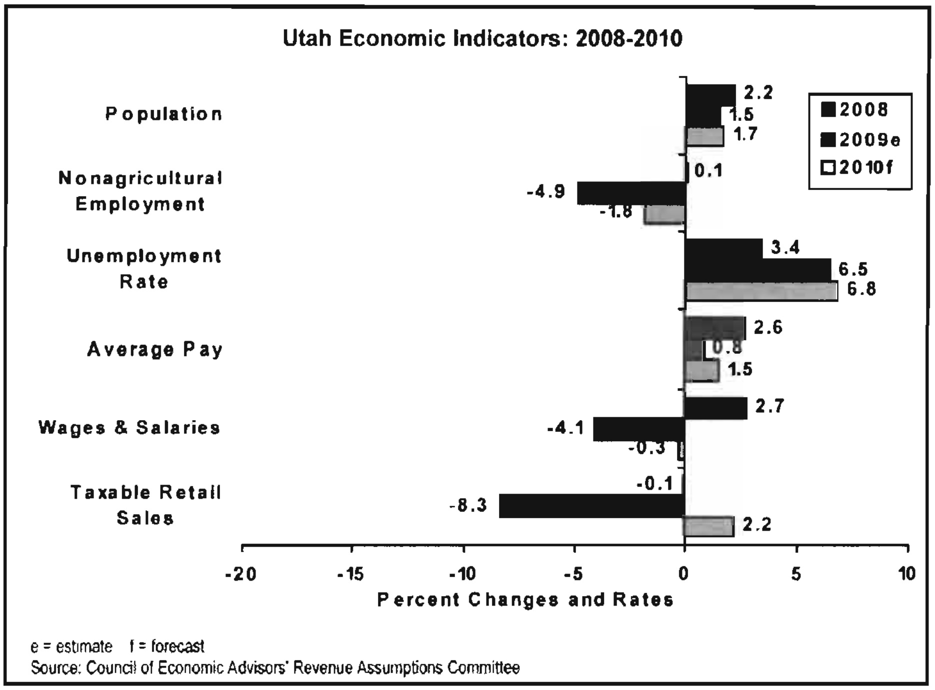
- Job Growth – Job growth rebounded from 0.0% in 2003 to 2.8% in 2004, 4.0% in 2005, and peaked at 4.8% in 2006. The 2007 job growth rate was estimated at 4.0% and was estimated to flatten to 0.2% in 2008. Employment declined 4.9% in 2009 and is expected to decline 1.8% in 2010.

- Industry Focus – Education, health services, and government were the only industries to have job growth in 2009. Similar to previous years, construction has the largest decline of 22.6%.

- Unemployment – Utah's 2009 unemployment rate was 6.5%, up from 3.7% in 2008. In 2009, there were an average 89,100 unemployed Utahns.

- Average Wage – In 2009, Utah's average annual nonagricultural wage was $37,764, an increase of 0.8% from 2008.

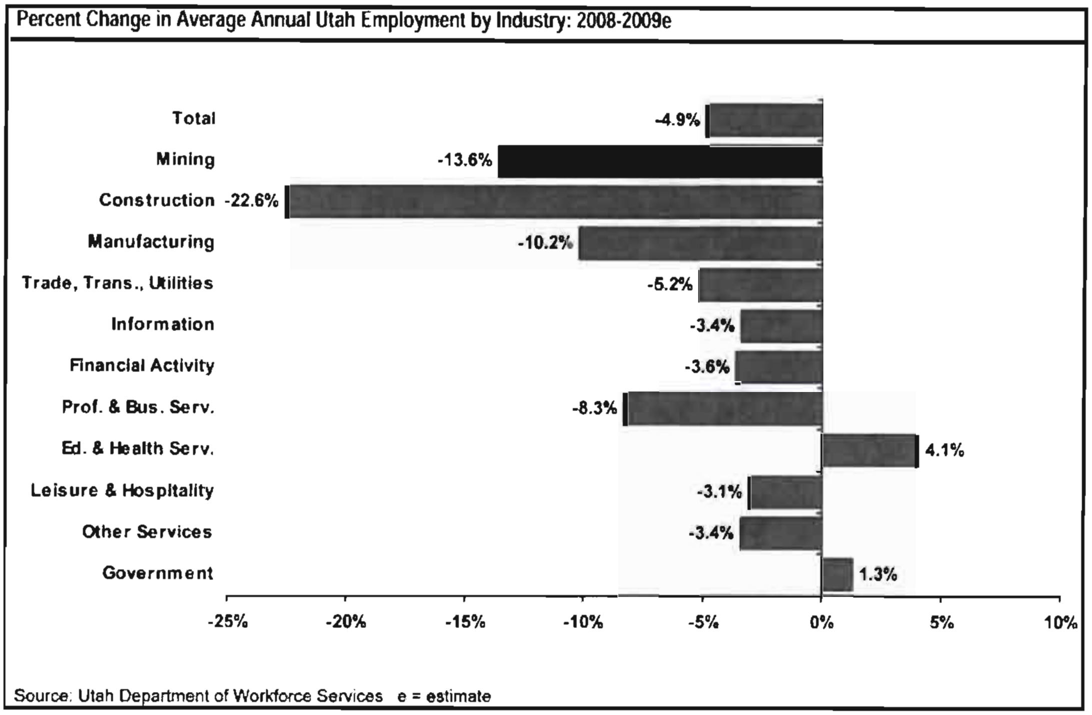
The following grid illustrates economic indicators for 2009 and forecasts for 2010 for the State of Utah in comparison to the United States.



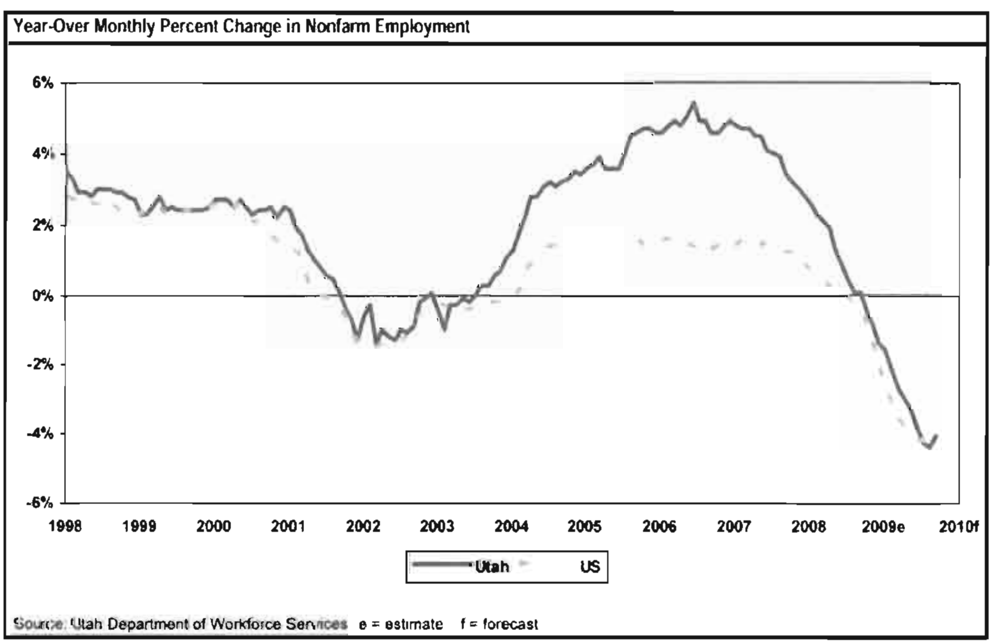
As is shown above, population growth in Utah is stronger in comparison to the nation, and unemployment has increased but is consistently below the national average for the last several years.

Employment:

The downturn in residential construction has been the main culprit for slow job growth over the past year and has spilled over into other industries, particularly mining and manufacturing. Percent changes in jobs for all major industries are illustrated in the following graph.

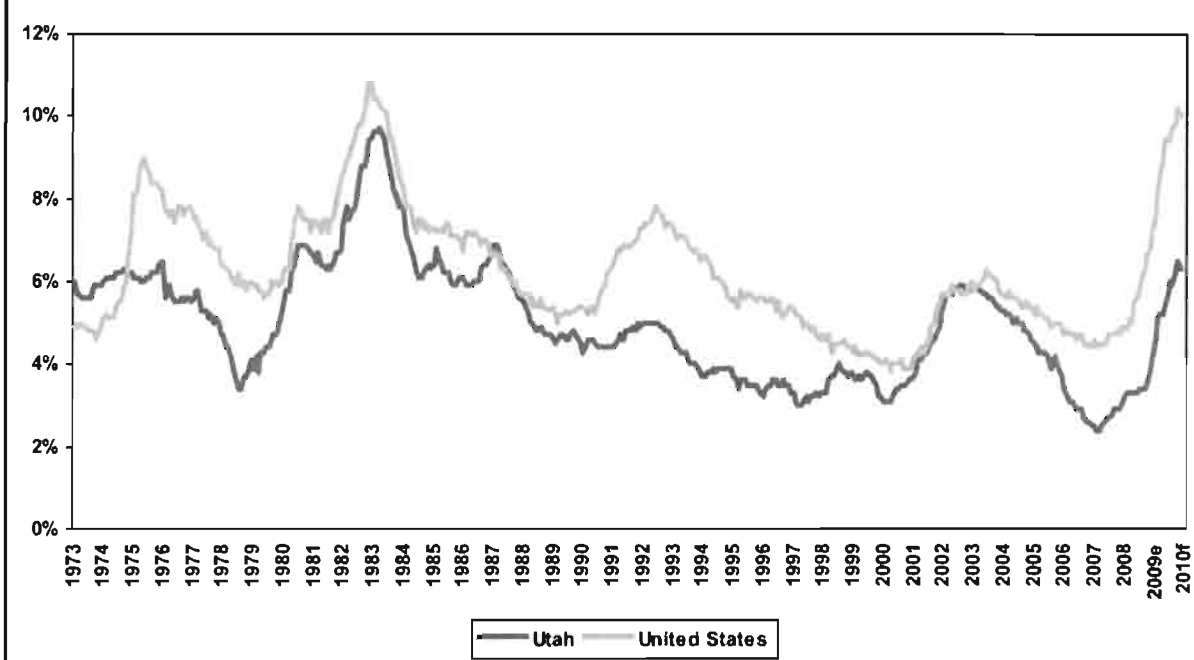


Job creation has dropped over the last year for the nation and Utah. The following graph shows historical job growth the State of Utah in comparison to the U.S.



Seasonally adjusted unemployment has also dropped over the last year. The following summarizes historical unemployment rates in Utah and the nation.

Seasonally Adjusted Monthly Unemployment Rate



Source: U.S. Bureau of Labor Statistics e = estimate f = forecast

The state's unemployment rate is up from 4.3% in December 2008 to 6.5% in October 2009, while the national rate rose from 7.2% to 10.2% during the same period. Most recently, both Utah and the nation had a decline in the unemployment rate in November. Utah dropped to 6.2% and the national average to 10.0%. An estimated 79,055 employable Utahns don't have a job, up ±27,267 from December 2008.

Job Growth Rate

	November 2009 (p)	November 2008	Net Change	Percent Change	October (r) 2009	October 2008	Net Change	Percent Change	November Unemploy. Rate
Utah	1,210,400	1,249,300	(38,900)	-3.1%	1,213,000	1,255,000	(42,000)	-3.3%	6.3%
United States				-3.4%				-4.0%	10.0%

(p) Projected
(r) Revised
Source: Utah Department of Workforce Services

The U.S. economy expanded in the third quarter of 2009 after shrinking for four consecutive quarters, marking an apparent end to the worst recession since World War II. The recovery is expected to be slow and painful, as companies shed jobs and credit remains tight.

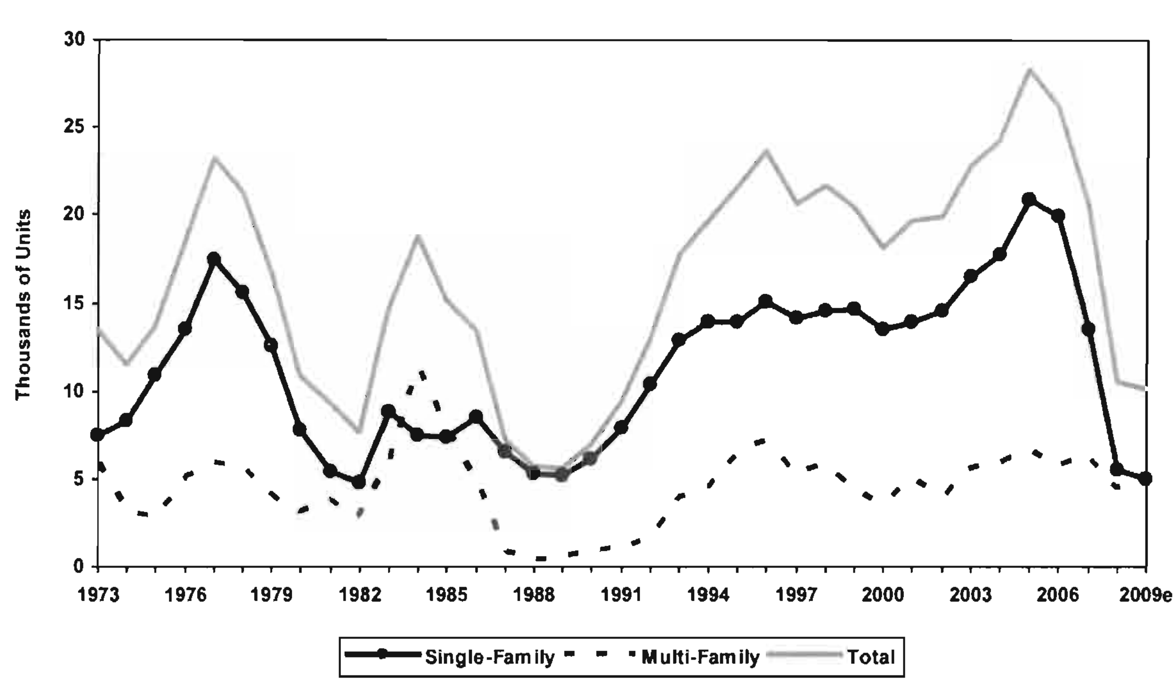
Construction:

The value of permit authorized construction in Utah in 2009 was $3.5 billion, down from $4.8 billion in 2008 and the lowest value since 1996. In the past twelve months, the value of permit authorized construction has fallen 25%. In inflation-adjusted dollars, the value of permit authorized construction is at the lowest level since 1992. This sharp decline in value has been led by the severe contraction in residential construction, which has fallen from $1.9 billion in 2008 to $1.2 billion in 2009. 2007 totaled $4.0 billion. In terms of units, residential construction has dropped from 20,500 units in 2007 to 10,603 in 2008 and to 10,150 in 2009.

The decline in the residential sector was slowed by an unexpected increase in new apartment construction. The federal government provided loan guarantees for the development of new apartments, spurring a surge in construction.

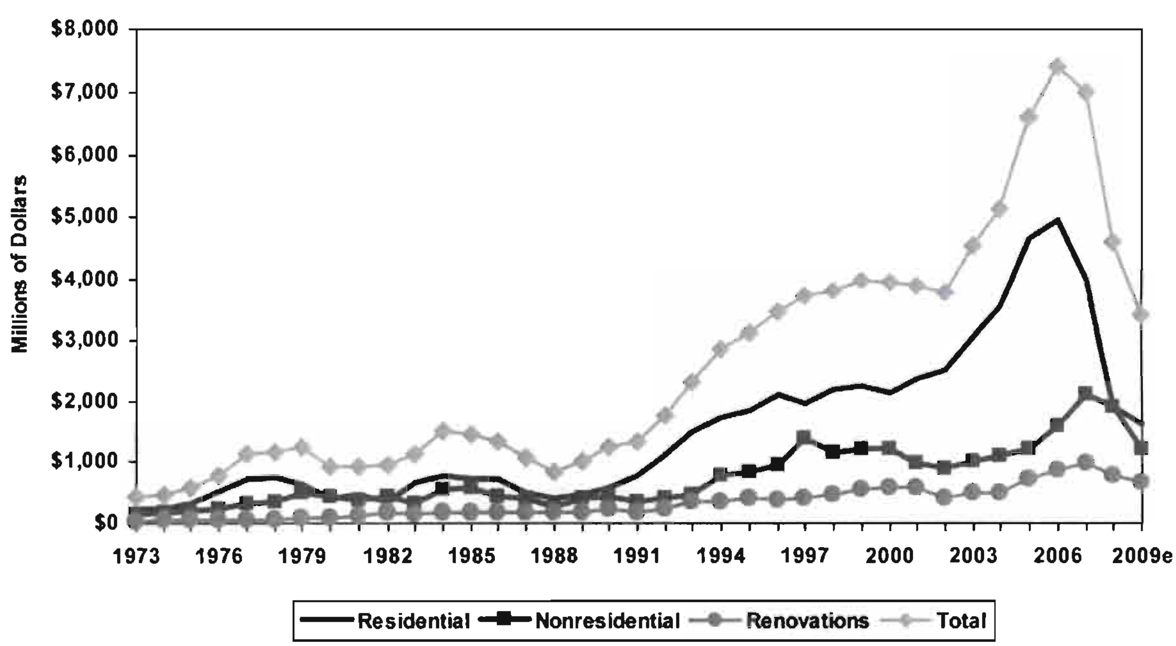
The value of new condominium and single-family detached housing was lower than in 2008, pulled down by a large supply. Affordability is a major component driving consumer demand. Statewide, residential construction volume and values are down as illustrated in the following graphs.

Utah Residential Construction Activity



Source: University of Utah, David Eccles School of Business, Bureau of Economic and Business Research

Value of New Construction

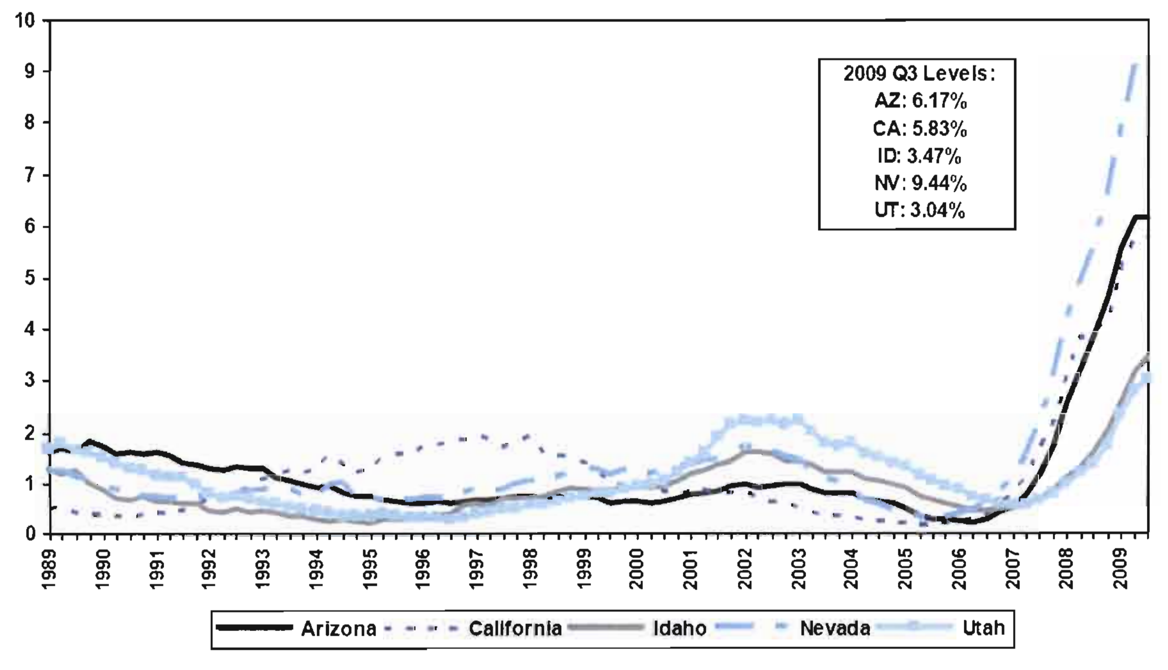


Source: University of Utah, David Eccles School of Business, Bureau of Economic and Business Research

Residential Market Indicators:

On a national level, foreclosures have risen due to declining economic conditions and tightening credit conditions. The subprime lending crisis of 2007 also is main contributor to rising foreclosures on a State and national level. Foreclosures in Utah, at 3% of all loans, set a new record in the third quarter of 2009 and represents 13,223 loans, a 113% increase over the third quarter of 2008. Utah has been slower than many states to feel the effects of foreclosures, but they are expected to continue to rise throughout 2010 and into 2011. As foreclosures rise in Utah, they will continue to put downward pressure on home pricing. Utah continued to be in a healthy position relative to other western states. The following grid shows other western states and the percentage of loans in foreclosure.

Figure 98
Western States Percentage of Loans in Foreclosure



Source: Mortgage Bankers Association

During 2009, Utah's housing industry reached the bottom of the sharpest decline in history. A decreased supply of complete, unoccupied homes and declines in the mortgage rates were offset by rising foreclosures, industry consolidation and sharp declines in permit applications. Utah homebuyers looked at 2009 as the opportunity to take advantage of record low interest rates, state and federal government stimulus and declining prices that together created a strong improvement in affordability.

Single-family permits for the State of Utah fell to 4,600 in 2009, which is 78% below the 2005 peak of 20,912. This represents both the sharpest decline in permits and the lowest annual level of single-family permits in over 40 years. Looking forward, builders anticipate a 7% to 10% improvement in the number of permits during 2010. However, permits are likely to remain repressed due to oversupply of available inventory and increasing supply of foreclosures entering the market.

According to the *2010 Utah Economic Report to the Governor*, 2009 was one of the most affordable opportunities to purchase a home in recent history for Utah homebuyers. Home prices declined 7% compared to 2008, while interest rates hovered near 5% for most of the year and large government incentives were available for first time homebuyers. During 2010, home prices are projected to see further declines exacerbated by the discontinuation of government stimulus and the expectation that interest rates will rise. Apparently, homebuyers purchasing in 2009 effectively timed the bottom of the market.

National projections are that housing market indicators will continue to decline further during 2009 and into 2010, with stabilization projected by 2010/2011. Although average sale prices and the number of homes listed remain higher in comparison to 2004/2005 numbers, some prudence is warranted for future appreciation and absorption consideration.

Summary:

The following grid summarizes the pertinent demographic and economic factors and national rankings of Utah during 2009.

Rankings

Demographic	State Rank	Value	Year
Population Growth Rate	2nd	2.1%	2008-2009
Fertility Rate	1st	2.47	2005
Life Expectancy	3rd	78.7 years	2000
Median Age	1st	28.7 years	2008
Household Size	1st	3.15 persons	2008
Social Indicators			
Violent Crime	6th	221.8 per 100,000 people	2008
Poverty Rate	5th	8.8%	2006-2008
Educational Attainment	7th	90.4% of persons 25+ w/ high school degree	2008

Economic	State Rank	Value	Year
Rate of Job Growth	27th	-3.8%	Oct. 2009
Unemployment Rate	5th	6.5%	Oct. 2009
Urban Status	9th	88.3%	2000
Median Household Income	10th	$58,820	2006-2008
Average Annual Pay	37th	$37,980	2008
Per Capita Personal Income	49th	$31,944	2008

Notes: 1. Rankings are based on the most current national data available for all states, and may differ from other data.
2. Rank is most favorable to least favorable.

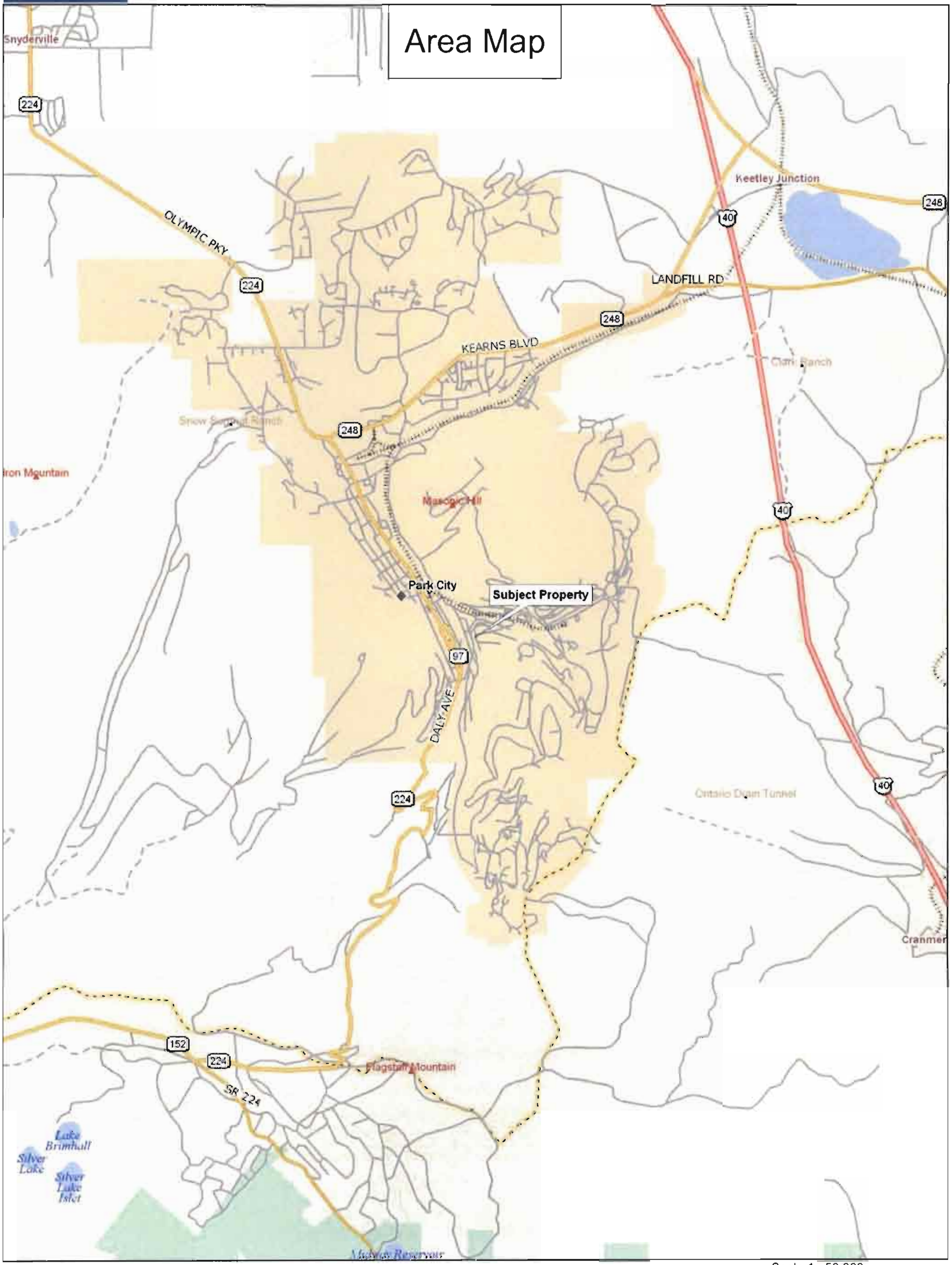
Governor's Office of Planning and Budget | January 2010 | www.governor.utah.gov/dea

In summary, Utah's population growth rate was 2nd in the nation, while the rate of job growth at -3.8% ranked 27th in the nation as of October of 2009. The overall unemployment rate of 6.5% as of October of 2009 was 5th in the nation, and median household income at $58,820 was 10th in the nation.

Outlook:

Utah's economy is expected to gradually strengthen during 2010. Continued population growth is forecast. Employment is forecast to decline to 1.8% for the years as a whole, but subdued job increases should begin by the second quarter of 2010. Construction employment is forecast to decline by an additional 13.6%, a third year of contraction. Housing permits are forecast to remain near historic lows throughout 2010. Strengthening consumer confidence, the end of the housing downturn, increasing credit and higher stock prices will support the economy during 2010. Though economic activity will on the uptick, slack hiring will drive a slight increase in the unemployment rate from 6.5% to 6.8% in 2010.

DeLorme Street Atlas USA® 2009



TN MN (12.1°E)

Scale 1 : 50,000

1" = 4,166.7 ft Data Zoom 12-0

Summary of Neighborhood Information

Neighborhood characteristics impact the value of real estate. Therefore, an overview of the subject neighborhood is presented below.

Proximity:

The subject Neighborhood is located ±27 miles east of Salt Lake City's Central Business District (CBD).

Boundaries and Accessibility:

The subject neighborhood consists of Park City and the surrounding areas within Summit County. The closest interchange for entering the freeway (I-80) is the Kimball Junction interchange, which is ±seven miles north of the subject. Interstate-80 connects with Highway-40 northeast of the subject and I-215 and I-15 west of the subject. Interstate 15 and Highway-40 both traverse in a north/south direction across the state. All roads are publicly maintained; either asphalt or concrete paved, and are kept in good condition. Overall, the accessibility of the neighborhood is rated as average.

Jurisdiction:

The neighborhood is within the jurisdictions of Park City and central Summit County. The city and the county provide all major services and control development within their respective borders.

Land Use Characteristics:

The majority of the existing land immediately surrounding the subject are commercial, vocational, municipal, and residential.

Future Development Potential:

The neighborhood is about 50 - 60 percent developed. The potential for additional growth will be dependent on future demand and economic conditions. At present, real estate related demand and supply patterns appear to be somewhat imbalanced. Residential construction, especially single-family, has slowed over the last two years.

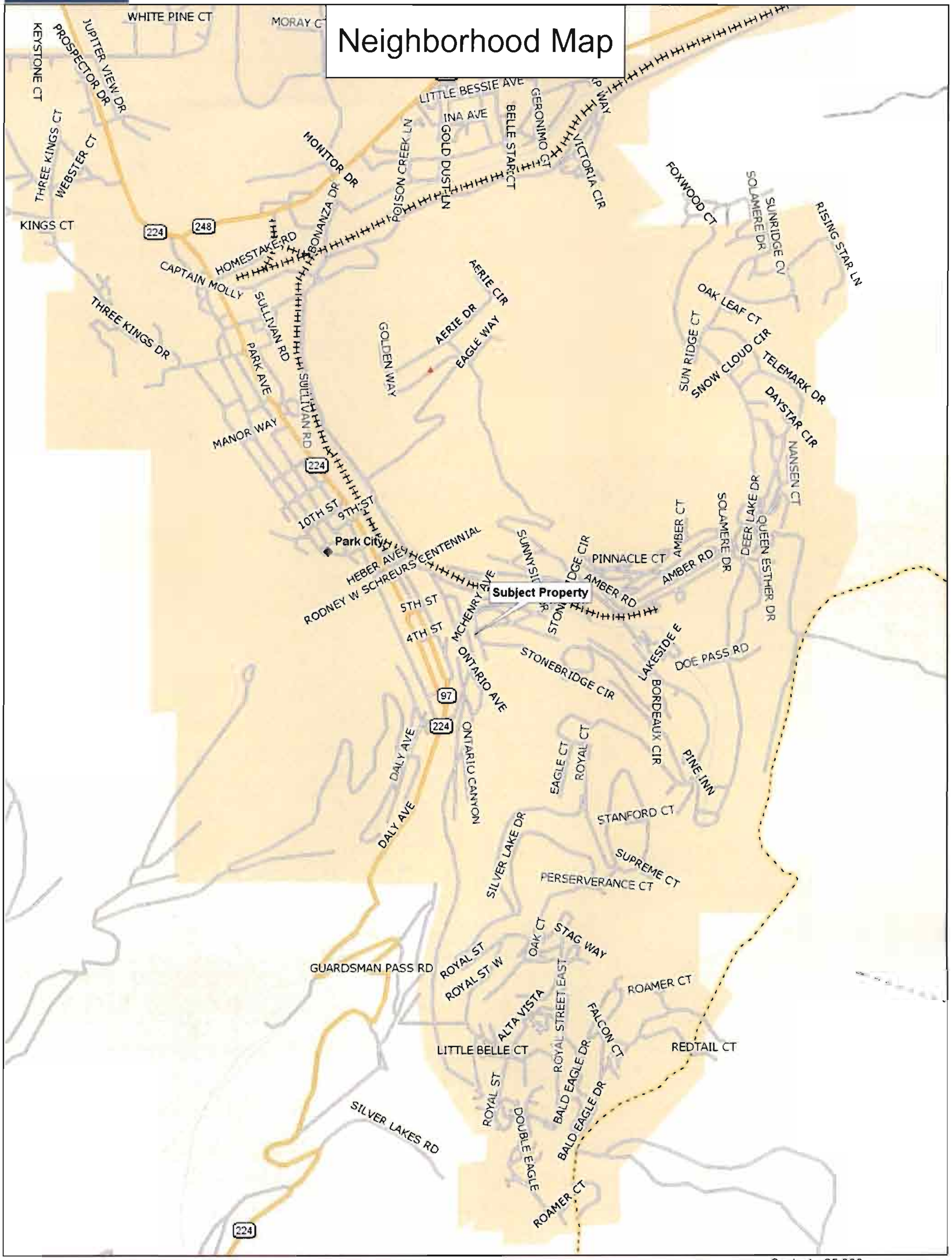
Public Utilities:

All utilities are available in the neighborhood. Listed below is the governing entity for each type of utility.

Utility	***Responsible Entity***
Water & Secondary Water:	Municipal
Sewer:	Municipal
Electricity:	Rocky Mountain Power
Natural Gas:	Questar
Telephone Service:	Qwest

Influences:

It is determined that no significant detrimental influences exist in the neighborhood area.



Scale 1 : 25,000

1" = 2,083.3 ft Data Zoom 13-0

Property Description

Land Description:

The specific subject property of this appraisal report contains 852 square feet, or ±0.020 acre which is the larger parcel. The Client has requested that the subject property in fee and a perpetual easement of the same size be valued herein.

The general land description is below. Review of a title report is recommended.

General Site Data

Land Area	852 square feet, or ±0.020 acre
County Parcel No(s).	None assigned.
Location	East side of McHenry Avenue, north of Rossie Hill Drive.
Street Orientation	The subject fronts onto McHenry Avenue but is ±15-20 feet above the grade of the Avenue. The eastern property boundary is occupied by a residential home. Thus, based on access considerations, the subject property is considered to be land-locked.
Shape	Rectangular
Frontage	Adequate along McHenry Avenue .
Topography	Mostly level, but ±15-20 vertical feet above the grade level of McHenry Avenue.
Drainage	Natural drainage is westerly.
Soil	Soil studies have not been made available to the appraiser. Soil stability is assumed to be adequate for slab on grade construction. Review of a geo-technical investigation prepared by a qualified engineer/firm is recommended.
Wetland Areas	A GIS aerial overlay and wetland study indicating the existence of wetlands was not provided. There is no evidence of wetland areas contained within the subject site. Review of a wetlands investigation by a qualified firm is recommended.
Water Rights	None noted.

Adjacent Properties	Adjacent properties to the subject are as follows:
North:	Residential
South:	Residential
East:	Residential
West:	Residential/Municipal
Street Improvements	McHenry Avenue is a two-lane, asphalt paved roadway.
Traffic Counts	Average Annual Daily Traffic (AADT) prepared by UDOT for 2008 indicates that counts are unavailable for McHenry Avenue.
Utilities	Utilities are provided to the subject area as follows:
Water & Secondary Water:	Culinary
Sewer:	Municipal
Electricity:	Rocky Mountain Power
Natural Gas:	Questar
Telephone Service:	Qwest
Abutting Right-of-Way	McHenry Avenue
Easements, Restrictions and Encroachments	No title policy was provided in conjunction with this report. It is assumed that typical public utility easements (P.U.E.'s), drainage, and public street easements exist along one or more of the site's borders, and/or traverse portions of the site. No unusual easements, restrictions, and/or encroachments are indicated in the respective legal descriptions for the subject parcel. No unusual encumbrances were noted during inspection. The plat map does not identify any unusual easements and/or rights-of-way traversing the site. It is assumed that typical public utility, street, and drainage easements and/or any other undisclosed easements and/or rights-of-way would not adversely impact the development potential of the subject site. Review of a current complete title policy is recommended.

Special Hazards

Flood Zone: Zone X; Community Panel #49043C0919C; dated March 16, 2006.

Environmental: There is no evidence of any environmental problems associated with the subject. Neither the client nor the property owner has provided a copy of a Phase I Environmental Site Assessment. It is assumed that no environmental contamination exists on the subject premises. If environmental hazards were to be found on site, the final value estimate would need to be reconsidered. Review of a complete Phase I environmental assessment specific to the subject property, performed by a qualified engineer/firm is recommended.

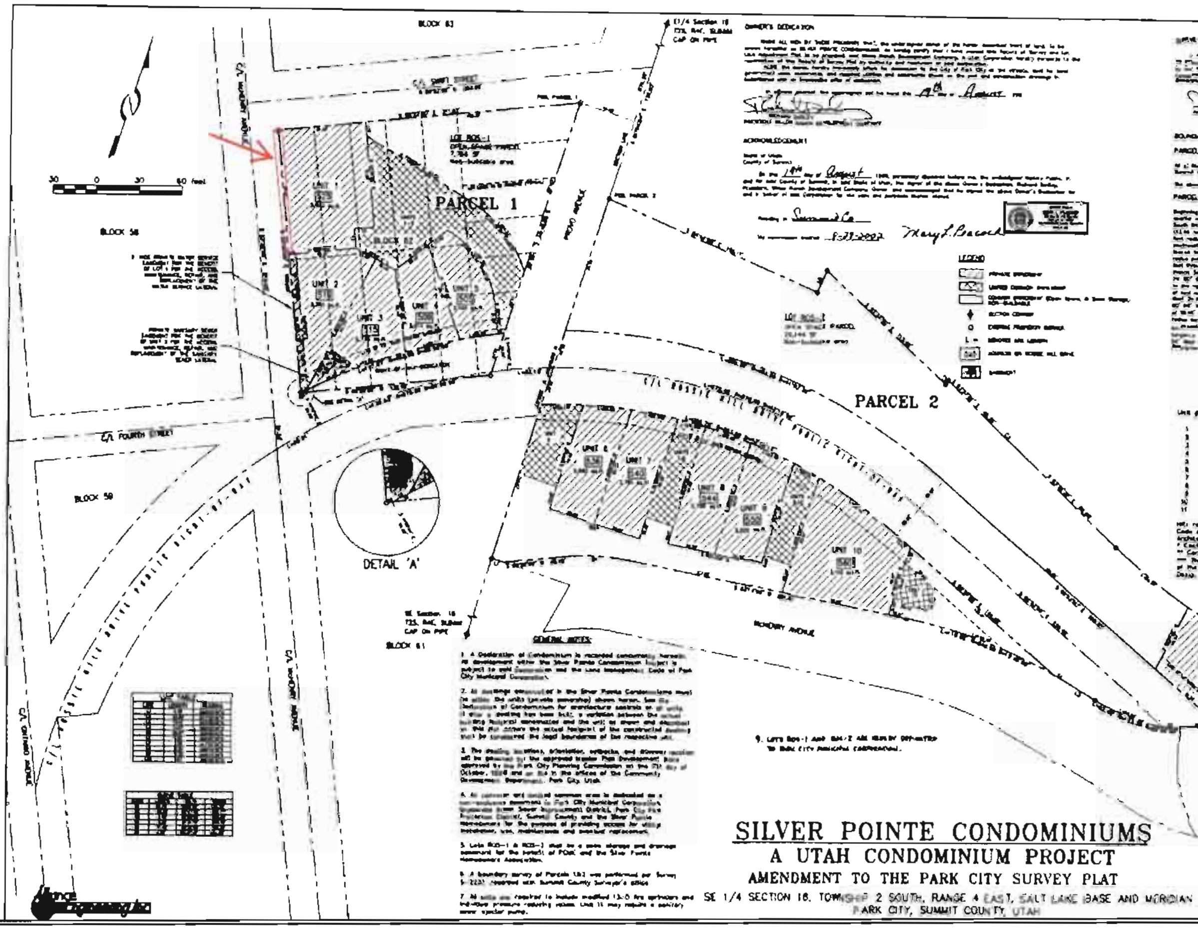
Earthquake Zone: The subject is located in a moderate liquefaction zone. This is a typical classification for properties located in the subject area.

Zoning

The subject is zoned RM (Residential) under the jurisdiction of Park City. The purpose of the RM (Residential Medium) is to allow continuation of permanent housing, encourage new development, encourage rehabilitation, encourage affordable housing, and encourage development that minimizes the number of new driveways. A copy of the RM zoning code is included in the addendum of the report.

Site Utility

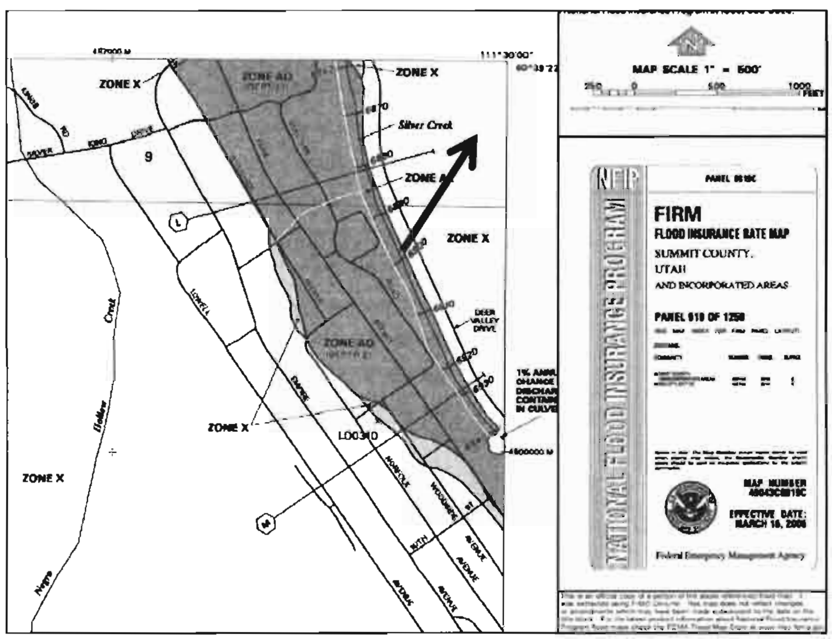
The subject represents a small sized, rectangular shaped parcel with no access from McHenry Avenue. The site has mostly level terrain. Overall, development utility of the site is rated as poor.



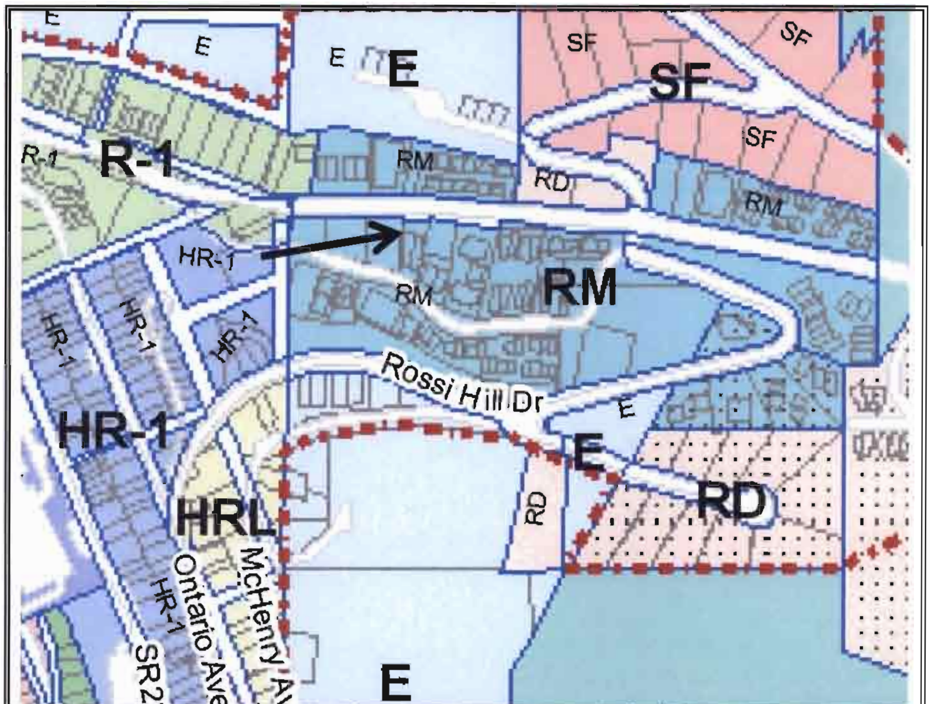
Subject Plat

(Highlighted Potion is for identification purposes only. No reliance is placed on highlighted area.)

Aerial Map



Flood Map


E
E
E
E
SF
SF
SF
SF
R-1
R-1
RM
RD
RM
HR-1
RM
RM
HR-1
HR-1
HR-1
Rossi Hill Dr
E
HR-1
E
HRL
RD
RD
Ontario Ave
McHenry
HR-1
SR2
E

Zoning Map

Highest and Best Use Section

Highest and Best Use

A market value estimate requires a highest and best use analysis of the subject site. The highest and best use analysis determines the basis on which the appraised property is evaluated.

The definition of highest and best use is:

> The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, and financially feasible and that results in the highest value.[6]

Highest and best use refers to a determined use for the land that develops the highest return over a prolonged period of time. Highest and best use does not necessarily refer to the size of a building, where it is located on the site, or its amenities.

Permitted uses, as designated by zoning or detailed by deed restrictions, are very important. Building and economic trends, location, neighborhood conditions, and maintenance are all important characteristics that should be considered. Zoning is a determinant of use, but it is not necessarily final. Variances may be granted or a zoning may be changed; however, a planned use likely would need to be in accordance with the master plans, trends, and established patterns of development for an area.

The use(s) concluded in the analyses to be highest and best must meet the criteria of being 1) physically possible, 2) legally permissible, 3) financially feasible, and 4) maximally productive.

Two procedures are used to determine a property's highest and best use. The first is an analysis of the site as if it were vacant. The second is an analysis of the proposed or existing improvements and their influence upon the site's highest and best use.

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[6] The Appraisal of Real Estate, Appraisal Institute, Twelfth Edition, 2001 pp. 305.

Highest and Best Use As Vacant

The site contains 852 square feet, or ±0.020 acre. Based on the total land size and configuration, the land is restrictive to most types of development. Based on topography and location assemblage is the most viable option. The land is mostly level and all utility lines are available to the property. The land has an RM (Residential) zoning designation. Any new development should conform with current setback and side yard requirements. Based on topography and location assemblage is the most viable option.

After considering the criteria of highest and best use, if the land were vacant, it is concluded that the highest and best use as vacant is likely assemblage purposes for residential uses with the adjacent east property owner. Also, the timing for the subject site is now or in the near future and the potential user would most likely be the adjacent property owner for residential landscaping purposes.

Highest and Best Use As Improved

The subject site is unimproved and this area of analysis does not apply.

Valuation Section

Land Valuation

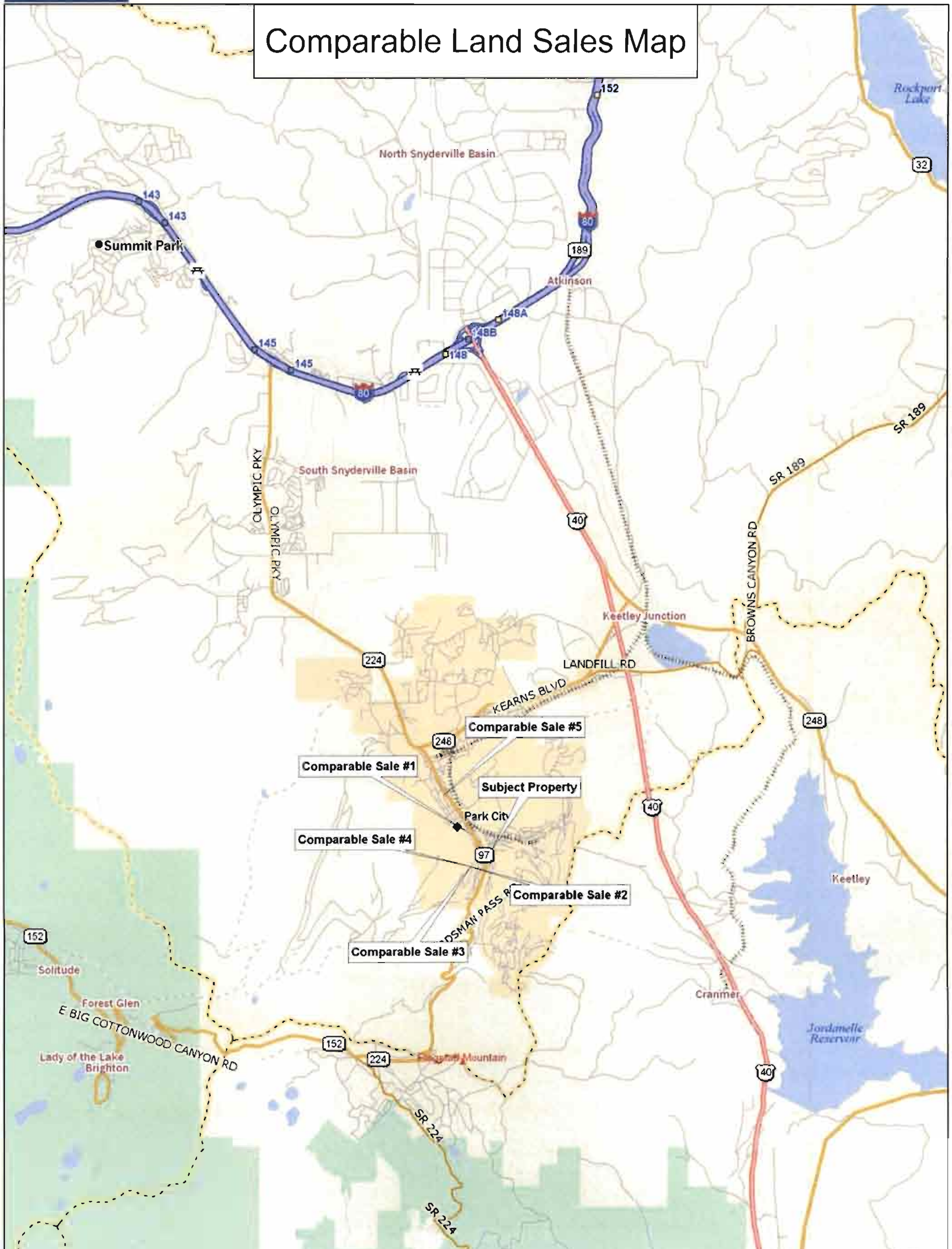
Valuation of the subject land is made on the basis of its highest and best use as if vacant. The concluded highest and best use is to develop the site with a medium-density residential, or community use oriented development, as demand warrants. The most reliable approach toward valuation of the land is a comparison with similar parcels that have sold recently in the open market. A market data search and investigation is therefore made concerning recent land sales having development potential similar to the subject. The results of this search are detailed below.

The areas typically analyzed for adjustment include property rights transferred, the financing terms used in each sale, any special conditions or restrictions of the sale, changing market conditions that result in an increase or decrease in value over time, location features, physical characteristics, and zoning restrictions.

A total of five comparables are used to formulate an opinion of market value for the appraised land. The unit of comparison is price per square foot.

Summary of Comparable Land Sales (Before Adjustments)					
Comp. #	**1**	**2**	**3**	**4**	**5**
Address	637 Woodside Avenue	263 Upper Norfolk Avenue	259 Upper Norfolk	261 Upper Norfolk Avenue	1321/1323 Woodside Avenue
City/Utah	Park City	Park City	Park City	Park City	Park City
Parcel No.	WDS-6	UPN-263	UPN-259	UPN-261	SA-278-1
Land					
Size(SF)	6,969	3,049	2,614	2,614	8,276
Acres	0.16	0.07	0.06	0.06	0.19
Topography	Moderate Slope	Moderate Slope	Moderate Slope	Moderate Slope	Moderate Slope
Utilities	All Available	All Available	All Available	All Available	All Available
Shape	Nearly Rectangular	Nearly Rectangular	Nearly Rectangular	Nearly Rectangular	Nearly Rectangular
Zoning	HR-1	HR-1	HR-0	HR-1	HR-1
Sales Date	Apr-10	Jan-10	Feb-10	Feb-10	Feb-08
Seller	Zions First National Bank	Gerald Suniville	Gerald Suniville	Gerald Suniville	Elliott Work Group Development LLC
Buyer	637 Woodside Avenue, LLC	Upper Norfolk Properties, LLC	Upper Norfolk Properties, LLC	Upper Norfolk Properties, LLC	Paul & Catherine Marsh
Rights Trans.	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Terms	Cash or Equiv.	Cash or Equiv.	Cash or Equiv.	Cash or Equiv.	Cash or Equiv.
Verification	Mark Seltenrich	Suzanne Pretorius	Suzanne Pretorius	Suzanne Pretorius	Dana Williams
Sales Price	$1,050,000	$605,000	$450,000	$450,000	$1,650,000
$/Sq.Ft.	$150.67	$198.41	$172.18	$172.18	$199.36
$/Acre	$6,562,500	$8,642,857	$7,500,000	$7,500,000	$8,684,211

Comparable Land Sales Map



Data use subject to license.

www.delorme.com

TN

MN (12.1°E)

Scale 1 : 100,000

1" = 1.58 mi

Data Zoom 11-0

Analysis and Reconciliation of Land Sales

Market evidence and appraiser judgment determined the degree of adjustment made to each sale. The adjustments are largely subjective. However, each adjustment made reflects careful consideration and analysis of various factors. The factors considered in any adjustment include an analysis of paired sales data, when they are available, and information acquired from market participants. Also considered are the costs associated with bringing a site to a developable condition. It is believed that the adjustments made correspond closely with the thinking of market participants and allow for a tighter frame of reference when comparing sales comparables to the subject site. The unit of comparison for each sale is the price per square foot.

If needed, dollar adjustments were made in the areas of property rights conveyed, conditions of sale, and financing. The resulting value reflects the "normal sales price" of the comparable. Percentage adjustments were then made to account for market conditions that change over time. Thereafter, additive percentage adjustments were made in each of the remaining areas of analysis. This is described in detail below.

Property Rights Conveyed:

Each sale reportedly included the transfer of a fee simple title to the buyer(s). The property rights conveyed were similar to those appraised. Therefore, none of the comparables require an adjustment for property rights.

Financing Terms:

The value shown for a comparable is a cash-equivalent value. When a seller writes a contract with a buyer, and the seller has financing terms better than those available in the market, the seller is often paid a higher price for the property. These circumstances require an adjustment to the sale.

All sales were either sold on a cash-to-seller basis or adjusted for terms if necessary.

Conditions of the Sale:

Conditions of sale refer to extraordinary factors surrounding the sale process that result in less than an arm's-length transaction. These circumstances could include sellers under distress, highly motivated buyers, or related parties. All of the sales were reported to have occurred at arm's-length, and there does not appear to be a relationship between any of the buyers and sellers. Therefore, no adjustments are warranted under this area of analysis.

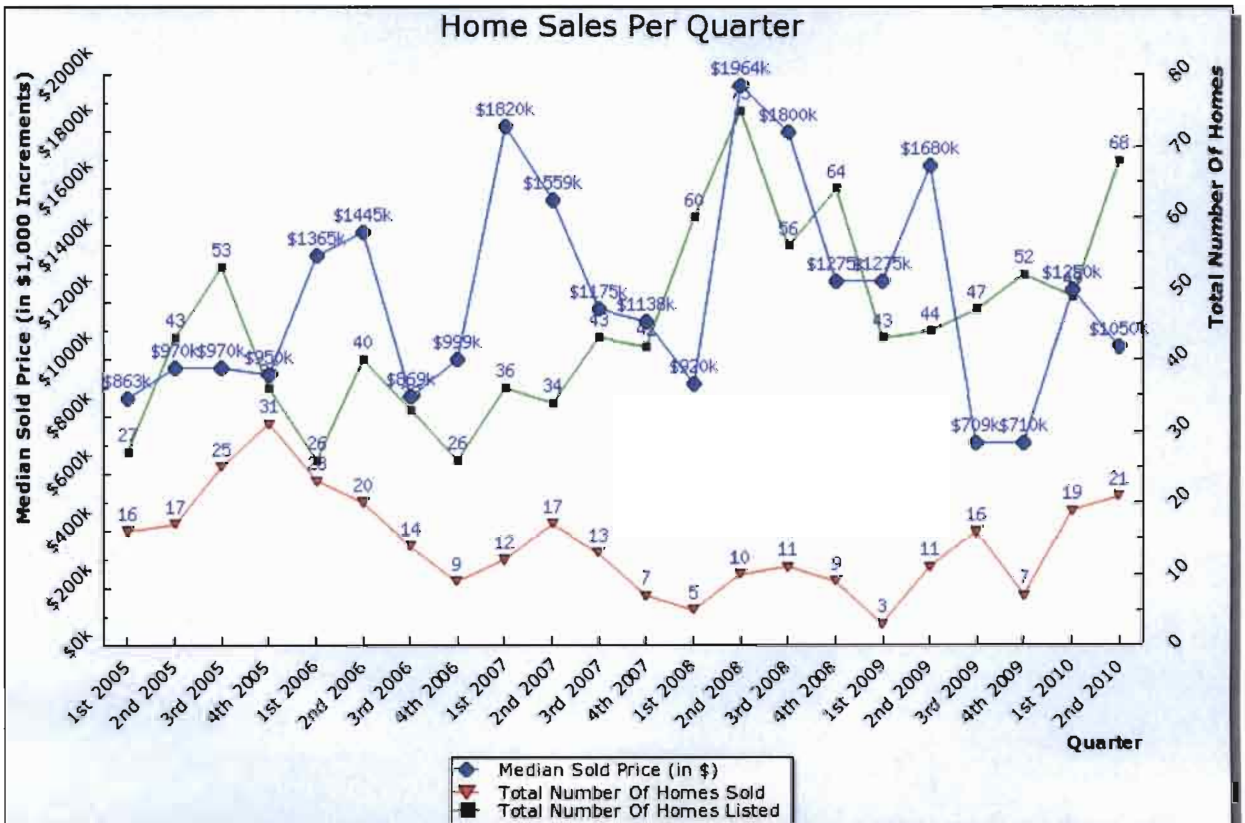
Market Conditions:

Values change over time due to various market forces interacting, particularly supply and demand. The comparable sales sold between November 2006 and August 2008. On occasion, market conditions change between the date of sale of a comparable and the date of the appraisal. Under these circumstances the comparable property requires an adjustment. The demand for vacant land had been increasing over the past several years until the recent slowdown began in mid-2007. Prices increased as demand for new construction grew and the supply of affordable land diminishing. One indication of rising land values was the appreciation in the average sales price of a single-family home.

The general consensus among brokers and developers interviewed was that the Park City market generally as a whole had seen significant demand and price appreciation over the past few years. Most agreed that the largest increases were between 2005 & 2007, generally above 10 percent annually. In 2006, it was noted that days on the market began to trend upward as the number of units sold and values retracted, drastically in some areas. The following graph illustrates the absorption in the Park City area over the past twelve months.

	2 Months	3 Months	4 Months	5 Months	6 Months	12 Months
Active Properties:	127	127	127	127	127	127
Under Contract Properties:	8	8	8	8	8	8
Sold Properties:	8	19	29	35	40	62
Market Absorption:	4.00 Per Month	6.33 Per Month	7.25 Per Month	7.00 Per Month	6.67 Per Month	5.17 Per Month
Inventory:	33.75 Months	21.32 Months	18.62 Months	19.29 Months	20.25 Months	26.13 Months

As can been seen the inventory has increased in the past twelve months to 33.75 months up from 26.13 month 12 months previous. The following grid shows the home sales per quarter in the Park City area.



As can be seen, the average sold price has fluctuated greatly in the subject market. presently the average median sold price is similar to that realized during the first quarter of 2008 and 4th quarter of 2006. Paired sales data and research suggests that prices on average have been declining. It is noted that land sales in the subject and the State in general have decreased significantly more than single family home prices. Four of the five comparable sales have occurred during 2010 and are considered to reflect current market conditions. Sale 5 occurred during 2008 and is adjusted downward to reflect current market conditions.

Location Factors:

Location refers to access, exposure, attractiveness of surrounding properties, and proximity to surrounding support services. The subject is located at approximately ±525 McHenry Avenue, Park City, Utah. Access to transportation routes is considered average. Proximity to surrounding support services is rated average.

All of the comparable sales are located nearer to Old Town Park City than is the subject site. Thus, each sale is adjusted down to account for superior location.

Physical Characteristics:

The physical characteristics of the subject property are similar to many of the physical features of the comparables. Adjustments were made in the following areas:

Size:

Small land parcels often sell for a higher unit price than do large ones, as they are less risky to develop. Development risk increases in proportion to the difficulty of maximizing the development potential of a parcel of land. Larger tracts of land often require the construction of a larger building or even multiple structures in order to maximize development potential. Also, the time frame for construction generally increases, which often puts the developer at a greater risk. Consequently developers are often willing to pay a higher unit price for smaller, less risky parcels of land.

The subject is considered a small sized parcel. On a price per square foot basis a smaller parcel value increases as compared to a larger lot even though the overall dollars spent increases for the larger parcel. Based on adjustments made in other areas, it is determined that no adjustment is warranted under this area of analysis.

Topography/Developability:

Adjustments made for this area of adjustment recognize those differences in a site's topography and/or need of fill in order to accommodate development. Typically, sites that are relatively level with stable and adequate fill conditions, sell for a higher per unit basis. The reason is that there is less site work cost incurred on a buyer's part in bringing these sites into a developable condition versus a site that has a sloping or undulating terrain and/or one that is in need of fill.

The subject's terrain is mostly level and topographically is not considered detrimental to development. All of the comparable sales are similar to the subject in this area of analysis and no adjustments are warranted.

Shape/Configuration/Orientation/Utility:

Configuration refers to the physical shape or layout of a site or parcel of raw land. Typically, rectangular, square, or even moderately irregular configurations are more desirable than severely irregular configurations because they allow the developer to maximize the potential development of the land with the least amount of wasted or excess land.

Typically, parcels that are relatively regular or rectangular in shape, or even moderately irregular are more desirable to parcels that are irregular, as regular or rectangular, and moderately irregular shaped parcels allow for maximum utility of the parcel in terms of development. The subject is rectangular in shape, and due to the narrow shape is considered restrictive in shape. Additionally, the subject property is considered to be land-locked. The possibility to assemble the property exists only with one property owner to the east of the subject parcel. The indicated highest and best of the subject is for residential development assemblage.

Various studies have been completed by our office (151dh902, 580dh1006, 573km0409, 582km0409, 591km0509) of land-locked or access restricted parcels and the corresponding downward effects on value. Typical landlocked parcels sell from 10% to 95% of the fee value. The amount of diminution in value depends of the severity of land-locking and the number of adjacent parcels that could potentially provide access and/or assemblage. As indicated earlier, assemblage options are extremely limited and only one assemblage option for the subject parcel is apparent. The lack of other viable assemblage options indicates that a significant discount is necessary.

Sales of landlocked parcels are rare and are usually off-market transactions that don't involve real estate agents/brokers and are therefore difficult to obtain. To determine an appropriate discount for inutile parcels, the following paired sales data was gathered.

- A ±2,600 square foot parcel in Clearfield, Utah sold for $3,000, or $1.15 per square foot in June of 2007. This parcel was the result of the abandonment of a utility corridor and was purchased by the adjacent property owner for assemblage. Only two assemblage options existed. In January of 2007, a ±7,850 square foot lot three blocks away within the same zone and adequate access from 300 North Street sold for $55,000, or $7.00 per square foot. The parcel with access was legally developable, while the landlocked parcel could not be legally developed and this likely offsets any size adjustments. The implied discount for lack of access is 83.6%.

- In February of 2010, a ±21,780 square foot parcel in Bountiful sold for $25,000, or $1.15 per square foot. This parcel was essentially landlocked but did have narrow, agricultural access but the right-of-way is too narrow for legal development of the site. Two months later in March of 2010, a ±11,760 square foot residential lot within one mile sold for $125,000, or $10.63 per square foot. This site had frontage and adequate access and was purchased for residential development. Applying a 10% adjustment for size differences, the implied discount for lack of adequate access is ±88% for the landlocked nature of the first sale.

- A 5.00 acre parcel located in Lake Shore in Utah County sold in January of 2008 for $102,000, or $20,400 per acre. This site was advertised as having residential development potential but is landlocked with no direct access from any public roadway. A second parcel nearby in Lake Shore also containing 5.00 acres was sold in October of 2007 for $215,000, or $43,000 an acre. This sale has direct access from 6300 South Street and was purchased for residential "ranchette" development. Both sites are relatively similar in location, availability of utilities, topography, shape and other physical aspects. The implied discount for lack of access is 52.6%

- A 10.00 acre parcel located in Duchesne, Utah sold in July of 2008 for $60,000, or $6,000 per acre. This site was sold for agricultural purposes (horse property) but was landlocked with no direct frontage or access. A second parcel nearby in Duchesne containing 5.24 acres sold in October of 2007 for $67,000, or $12,786 per acre. The second parcel has direct access from 3550 West Street and was also advertised as horse property. Ideally in a paired sales analysis, the sales used would be identical in all physical aspects except the variable that is being extracted and measured. However, in this case, an additional downward adjustment for the smaller size of the parcel with access is appropriate. A ten percent downward adjustment is applied which results in an adjusted price of $11,507 per acre for the parcel with access. The implied discount for lack of accèss is therefore 47.9%.

- A three acre (3.0) parcel of land in Payson sold in January of 2006 for $23,000, or $7,677 per acre. This parcel was landlocked with no development options but was within a low-density residential zoning that would allow for residential development with a one acre minimum lot size if access were available. It was marketed as grazing property. Another nearby parcel containing 5.25 acres in Payson sold six months earlier in June of 2005 for $129,900, or $24,743 per acre. This parcel had adequate access and was also within a low-density zone. The parcel with access was purchased for development with a single-family residence. The implied discount for lack of access is 69.1%.

- A parcel located near the Jordan River in Salt Lake County was purchased for $25,000 per acre in 1998. The parcel is landlocked and has limited utility as a stand-alone site. The same property owner purchased another similarly sized property in very close proximity in June 1999 for $41,000 per acre which was developable and had access. The value difference would indicate that landlocked parcels have a 39 percent diminution of value over property that is not landlocked.

- Lastly, we are also aware of an "L" shaped parcel that sold several years ago for commercial development in Salt Lake County. The tract consisted of two parcels totaling ±111,514 square feet. One of the parcels was landlocked, and the buyer reported a purchase price of $2.03 per square foot, versus a price of $4.88 per square foot for the remaining area that had frontage. This indicates a 58 percent diminution of value for landlocked parcels with limited utility.

The implied discount indicated by the limited market data for landlocked parcels ranges from 39 percent to 88 percent. As the subject has only one apparent assemblage option, a discount near the higher end of the range is necessary. If the property owner adjacent east declines the opportunity to purchase/assemble the subject with their site, no other assemblage options exist and the remnant parcel will be inutile and undevelopable with limited to no market appeal to other market participants. For this reason, a significant discount is necessary.

Most of the landlocked comparables used had other apparent assemblage options for access and in many cases were purchased for assemblage. Considering that only one other parcel has assemblage potential with the remnant parcel, a 75% discount for lack of access is determined to be appropriate and market supported and is used herein. The comparables are considered similar in this area of analysis and no adjustments made.

Utilities:

The subject property as all of the comparable sales have utility access that is typical for the area. Therefore, no adjustment is applied under this area of analysis.

Street Orientation:

Street orientation is another factor that can influence the price a buyer is willing to pay for a tract of land. For example, corner lots will typically sell for a higher price than an interior parcel due to the added exposure from two streets. No adjustments are applied.

Zoning:

The subject is zoned RM (Residential), with a highest and best use for residential development. No adjustment is applied under this area of analysis.

Other:

In all other areas of comparison, the sales used were judged to be similar to the appraised property and no further adjustments were made.

LAND ADJUSTMENT GRID						
Subject Location:	525 Rossie Hill Drive, Park City, Utah					
Size: (SF)	852					
		COMPARABLES SALES				
	Subject	1	2	3	4	5
Sales Price		$1,050,000	$605,000	$450,000	$450,000	$1,650,000
Adjustments:						
Property Rights		$0	$0	$0	$0	$0
Adjusted Price		$1,050,000	$605,000	$450,000	$450,000	$1,650,000
Financing Terms		$0	$0	$0	$0	$0
Condition of Sale		$0	$0	$0	$0	$0
Expenditures		$0	$0	$0	$0	$0
Adjusted Price		$1,050,000	$605,000	$450,000	$450,000	$1,650,000
Date of Sale		Apr-10	Jan-10	Feb-10	Feb-10	Feb-08
Market Conditions		$0	$0	$0	$0	($106,425)
Adjusted Price		$1,050,000	$605,000	$450,000	$450,000	$1,543,575
Unit of Comparison						
Square Feet	852	6,969	3,049	2,614	2,614	8,276
Price Per Sq.Ft.		$150.67	$198.41	$172.18	$172.18	$186.50
Other Adjustments:						
Location		-10%	-10%	-10%	-10%	-10%
Physical Characteristics						
Size		0%	0%	0%	0%	0%
Topography		0%	0%	0%	0%	0%
Shape/Utility		-75%	-75%	-75%	-75%	-75%
Utilities Available		0%	0%	0%	0%	0%
Street Orientation		0%	0%	0%	0%	0%
Zoning		0%	0%	0%	0%	0%
Adjusted Price Per Sq.Ft.		$22.60	$29.76	$25.83	$25.83	$27.98
Total % Change		-85%	-85%	-85%	-85%	-86%
Gross % Change		85%	85%	85%	85%	91%

Summary of Adjusted Values

	Low	High	Median	Mean
Adjusted Value Range	$22.60	$29.76	$25.83	$26.40

Reconciliation of Land Value

The overall adjusted average value indication for the subject is bracketed by the comparable sales, before and after adjustment. The sales used in the analysis were relatively comparable, requiring a limited number of adjustments. Equal weight is placed on each of the comparable sales. The adjusted value range is $22.60 to $29.76 per square foot.

After reviewing the sales, the adjustments made the concluded market value of the land on a unit basis is $25.00 per square foot for the subject parcel. The indicated price is bracketed by the comparable sales and is considered supportable.

Land Value via the Sales Comparison Approach

Subject Land -- 852 square feet @ $25.00/Sq.Ft. =	$21,300
Total Rounded =	**$21,000**

VALUATION OF THE PERPETUAL EASEMENT: The Client has requested that the value of a perpetual easement encompassing the area of the subject property be valued. Reportedly as part of the potential purchase of the subject land parcel, a perpetual easement will be conveyed to Park City in order to allow them access to the rear of the proposed retaining wall along the western property boundary. The area of the easement will be the westernmost property boundary of the property located at 525 Rossie Hill Drive, which is the private residence of William Tew. The area of the easement contains 852 square feet or 0.020 acre.

Typically, easements are valued based on a pro-rata breakdown and percentage of the fee value per square foot. Thus, the value of an easement is a percentage of the fee value of the site, which was concluded to be $25.00 per square foot. A fee value implies a full bundle of rights, whereas when an easement is taken, some of those rights are lost. The easement places restrictions on the use of the land for the owner, yet the owner still has title to the land. Public utility easements are found on most parcels of land. The owner can use the site, yet the public utility has the right to come onto the property to maintain the utility lines if necessary.

The compensation to purchase the easement is usually a percentage of the fee. In speaking with representatives of the different utilities in the area, it was found that payment for easements varies depending on whether it is underground or overhead. Generally, an underground easement is less costly to purchase than an overhead easement. Most easements used for underground purposes are based at 33% to 50% of the fee. Overhead easements, such as for power lines, range from 50% to 75% of the fee depending on the type of and size of the lines. Thus, a typical range for a perpetual easement is 33% to 75%, depending on the development restrictions created by the easement.

It is noted that the proposed perpetual easement will be used for a permanent public access easement for Park City Corporation. Therefore, the easement is affecting surface rights and subsurface rights. It is a restrictive easement which does not allow the recorded property owner to do much under the easement area. Additionally the easement area will reportedly come to within ±6 inches of the private deck of the Tew residence, which is considered a detriment to a residential property. After reviewing what is common in the market, and after reading and considering the use of the perpetual easement, compensation at 0.75 percent of the fee value is indicated. The value of the perpetual easement is based on 75% of $25.00 per square foot for the portion of the site encumbered by the perpetual easement. The estimated market value of the perpetual easement is calculated as follows:

852 Sq.Ft. x $25.00 per sq.ft. x 75% = $15,975

Reconciliation and Final Estimate of Value

The Sales Comparison Approach was used to determine the market value of the larger subject land. This method adequately accounts for investor motivation, which is directly tied to the principle of substitution, which states that a potential buyer will pay no more for a property than he or she would for a similar property with comparable characteristics and utility. The value of the land indicated by the Client to be purchase in fee is calculated based on a pro-rata breakdown of the land value per square foot for the subject land. The value of the perpetual easement is estimated at 75% the value of the fee. As the eventual property owner will convey the perpetual easement back to Park City, who would typically need to purchase or acquire the easement via conventional means, the value of the perpetual easement is deducted from the value of the fee land to arrive at a net market value of the subject property. The total unrounded value of the fee simple land less the perpetual easement $5,325 ($21,300 - $15,975)

After analyzing all of the data presented in the report, I am of the opinion that the indicated "as is" market value of the subject property, including the acquisition of the subject property and the conveyance of a perpetual easement to Park City Corporation, as of June 15, 2010, is:

FIVE THOUSAND THREE HUNDRED DOLLARS
($5,300)

The marketing period of the subject property would be strongly influenced by the asking price, market conditions, and the efforts to sell the subject property. However, based on current market conditions and available market data, it would appear that the subject property, if properly marketed, would need an exposure time of six to twelve months. Likewise, being properly marketed, the subject could be sold within a 6-12 month period from the date of this appraisal.

Addenda

QUALIFICATIONS, EDUCATION & EXPERIENCE OF DAVID P. HOLTBY

Dave@valueutah.com

EDUCATION

- Bachelor Of Science, University of Utah, December 2000 Major: Finance

PROFESSIONAL MEMBERSHIPS & LICENSES

- The Appraisal Institute, Utah Chapter
- Utah State-Certified General Appraiser, #5503226-CG00, Expires 03/31/11

WORK EXPERIENCE

- September 1998 to present - Full time commercial real estate appraiser/consultant/researcher with Van Drimmelen & Associates, Inc., Salt Lake City, Utah
- August 1995 to September 1998 – Residential Home Designer & Draftsman with KM Designs, Inc., Salt Lake City, Utah

CLIENTS SERVED
FINANCIAL INSTITUTION/CORPORATE/ OTHER MORTGAGE COMPANIES

America First Credit Union
Bureau of Land Management
Celtic Bank
Davis County
Davis County School District
Draper City
First Community Bank
First Fidelity Investment
First National Bank of Layton
First Utah Bank
Granite Federal Credit Union
Granite School District
Highland City
Herriman City
Holladay Bank & Trust
Key Bank
Layton City
Logan City
Ogden City
Property Reserve Inc.
Sandy City
South Davis Sewer Improvement District
Salt Lake City
Snell & Wilmer LP
South Jordan City
South Salt Lake City
State of Utah
Syracuse City
Tooele County
Utah County
Utah Department of Transportation
Utah Transit Authority
West Valley City
Weber Basin Water
West Jordan City
Weber County
Zions First National Bank

SPECIALIZED COURSES COMPLETED

- St. George Symposium, Appraisal Institute 03/10
- What Clients Would Like Their Appraisers to Know, Appraisal Institute, 04/09
- Business Practices and Ethics, Appraisal Institute 03/09
- USPAP Update, Appraisal Institute 03/09
- Utah Law of Eminent Domain, Utah Land Use Institute, 02/08
- Small Hotel/Motel Valuation, Appraisal Institute 03/07
- USPAP Update (400), Appraisal Institute 03/07
- Appraiser Expectation Meeting, UDOT, 05/06
- Feasibility Analysis, Market Value and Investment, Appraisal Institute, 02/06
- Eminent Domain Update, Utah Land Use Institute, 10/05
- What Clients Would Like Their Appraisers to Know, Appraisal Institute, 10/05
- USPAP Update (400), Appraisal Institute 10/04
- Eminent Domain Training for Attorneys and Appraisers, NHI Course No. 141036, The National Highway Institute & UDOT, 01/04
- Report Writing (540), Appraisal Institute, 07/02
- Highest and Best Use (520), Appraisal Institute 06/02
- Eminent Domain Seminar, Utah State Capitol 03/01
- Real Estate Appraisal Principles, University of Utah, Fall 2000
- Real Estate Law, University of Utah, Fall 1999
- Standards of Professional Practice (USPAP), O'Brien Schools, 10/98
- Appraising Residences, O'Brien Schools, 10/98
- Fundamental Appraisal, O'Brien Schools, 10-98

APPRAISAL/CONSULTING ASSIGNMENTS (sample)

Airports/Hangars	Raw Land
Church/Public Buildings	Office
Food Processing Facilities	Retail
Schools	Industrial
Restaurants	C-Stores
Apartment	Golf Courses
Eminent Domain	Subdivisions
Farm/Ranch	Lodging
RV Park/Mobile Home Parks	Theatres
Wetlands	Mini Storage

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
ACTIVE LICENSE

DATE ISSUED:	03/31/2009
EXPIRATION DATE:	03/31/2011
LICENSE NUMBER:	5503226-CG00
LICENSE TYPE:	Certified General Appraiser
ISSUED TO:	DAVID P HOLTBY 774 E 2100 S SALT LAKE CITY UT 84106

SIGNATURE OF HOLDER

REAL ESTATE DIVISION DIRECTOR

LEGAL DESCRIPTION

525 Rossie Hill Drive:

Account 0361869

Location

Parcel Number SLVRPT-1

Account Number 0361869

Tax District 09 - PARK CITY A,J,K,U (D-D) (A-1)

Acres 0

Situs Address 525 ROSSIE HILL DR

Legal UNIT 1 SILVER POINTE CONDOMINIUMS; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 5,033 SQ FT TOGETHER WITH THEIR APPURTENANT INTERESTS IN THE COMMON AREA 1353-8851626-1485

Child Accounts

Child Parcels

Parent Accounts 0022156
0183495

Parent Parcels PC-509-D
PC-550-1

Owner

Name TEW WILLIAM P & MAUPIN PAMELA (JT)

PO BOX 2321
PARK CITY, UT 84060-2321

Value

Market (2010)	$680,000
Taxable	$374,000

Tax Area: 09 **Tax Rate:** 0.007830

Type	Actual	Assessed	Units
Improvement	$530,000	$291,500	
Land	$150,000	$82,500	1.000

Transfers

Instrument Date	
[illegible]	B: 1626 P: 1485
02/09/2001	B: 1353 P: 885
09/20/1999	[illegible]

Tax

Tax Year	Taxes
*2010	$2,928.42
2009	$2,928.42

* Estimated

Images

ENGAGEMENT LETTER

CONTRACT FOR APPRAISAL SERVICE(S)

Van Drimmelen & Associates, Inc., hereby agrees to perform appraisal/valuation service(s) consisting of one summary appraisal report to determine the market value "As Is" of the fee simple value only, of a 10' wide strip of land and a perpetual easement located in ±525 Rossie Hill Drive, Park City, Utah. The client is Mr. William P. Tew. The intended use of the appraisal is for internal decision making purposes. Three copies of the report will be provided to the client. Completion of this assignment is based on the following terms and conditions:

- The appraiser(s) compensation for completing this assignment is ***not contingent*** upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The appraiser has no present or prospective interest in the property that is the subject of this appraisal report, and have no personal interest or bias with respect to the parties involved. The appraiser also has no bias with respect to the property that is the subject is this report or to the parties involved with this assignment.
- The professional fee for completing the above described appraisal assignment is $2,200. The fee is due and payable at the time of delivery of the appraisal report. In the event that the appraisal assignment is terminated or cancelled by the client prior to completion, the client agrees to pay a portion of the above named fee that is determined to be reasonable by both parties based on the time invested by the appraiser(s) up to the point of termination by the client.
- The due date for the appraisal assignment is 2 weeks from date of engagement, provided all pertinent materials, including the retainer, any lease, sublease, survey, purchase contract, financial documentation and other property information is supplied to the appraiser within an appropriate timeframe. In the event the due date may not be met due to unforeseen circumstances, the appraiser agrees to notify the client at least 48 hours prior to the due date, and to complete the assignment in a timely manner thereafter, as circumstances dictate. The effective date of value will be as of the date of inspection of the subject property.

We hereby agree to the terms and conditions specified in this contract, and will refer to this letter as the engagement letter to proceed with the work outlined above upon signing.

David P. Holtby
Van Drimmelen & Associates, Inc.

June 21, 2010
Date Signed

William P. Tew

June 21, 2010
Date Signed

ZONING INFORMATION

PARK CITY MUNICIPAL CODE
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TITLE 15 LAND MANAGEMENT CODE - CHAPTER 2.15

TITLE 15 - LAND MANAGEMENT CODE

CHAPTER 2.15 - RESIDENTIAL-MEDIUM DENSITY (RM) DISTRICT

PARK CITY 1884

TITLE 15 - LAND MANAGEMENT CODE (LMC)
CHAPTER 2.15 - RESIDENTIAL-MEDIUM DENSITY (RM) DISTRICT

Chapter adopted by Ordinance No. 00-51

15-2.15-1. PURPOSE.

The purpose of the Residential Medium Density RM District is to:

(A) allow continuation of permanent residential and transient housing in original residential Areas of Park City.

(B) encourage new Development along an important corridor, that is Compatible with Historic Structures in the surrounding Area,

(C) encourage the rehabilitation of existing Historic Structures,

(D) encourage Development that provides a transition in Use and scale between the Historic District and the resort Developments.

(E) encourage affordable housing.

(F) encourage Development that minimizes the number of new driveways Accessing existing thoroughfares and minimizes the visibility of Parking Areas.

15-2.15-2. USES.

Uses in the RM District are limited to the following:

(A) **ALLOWED USES.**

(1) Single Family Dwelling
(2) Duplex Dwelling
(3) Triplex Dwelling
(4) Secondary Living Quarters
(5) Lockout Unit[1]
(6) Accessory Apartment[2]
(7) Nightly Rental[3]
(8) Home Occupation
(9) Child Care, In-Home Babysitting[4]
(10) Child Care, Family[4]
(11) Child Care, Family Group[4]
(12) Accessory Building and Use
(13) Conservation Activity
(14) Agriculture

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[1]Nightly rental of Lockout Units requires a Conditional Use permit

[2]See LMC Chapter 15-4, Supplemental Regulations for Accessory Apartments

[3]Nightly Rentals do not include the Use of dwellings for Commercial Uses

[4]See LMC Chapter 15-4-9, Child Care Regulations

(15) Bed & Breakfast Inn
(16) Parking Area or Structure with four (4) or fewer spaces

(B) **CONDITIONAL USES.**

(1) Multi-Unit Dwelling
(2) Guest House, on Lot greater than one (1) acre
(3) Group Care Facility
(4) Child Care Center[4]
(5) Public and Quasi-Public Institution, Church, and School
(6) Essential Municipal Public Utility Use, Facility, Service, and Structure
(7) Telecommunication Antenna[5]
(8) Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter[6]
(9) Boarding House, Hostel
(10) Hotel, Minor[7]
(11) Outdoor Event[8]
(12) Parking Area or Structure with five (5) or more spaces
(13) Temporary Improvement[8]
(14) Recreation Facility, Public and Private
(15) Master Planned Development with moderate income housing Density bonus[7]
(16) Master Planned Development with residential and transient lodging Uses only[7]
(17) Master Planned Development with Support Retail and Minor Service Commercial Uses[7]
(18) Fences greater than six feet in Height from Final Grade[8]

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

15-2.15-3. LOT AND SITE REQUIREMENTS.

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

All Development must comply with the following:

(A) **LOT SIZE.** Minimum Lot Area for residential Uses is as follows:

---

[5]See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunications Facilities

[6]See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas

[7]Subject to provisions of LMC Chapter 15-6, Master Planned Development

[8]Requires an administrative Conditional Use permit

Single Family Dwelling	2,812 sq. ft.
Duplex Dwelling	3,750 sq. ft.
Triplex Dwelling	4,687 sq. ft.
Four-plex Dwelling	5,625 sq. ft.

Minimum Lot Area for all other Uses shall be determined by the Planning Commission during the Conditional Use review.

Developments consisting of more than four (4) Dwelling Units require a Lot Area at least equal to 5,625 square feet plus an additional 1,000 square feet per each additional Dwelling Unit over four (4) units. All Setback, height, parking, Open Space, and architectural requirements must be met. See Section 15-1-10, Conditional Use permit review.

(B) **LOT WIDTH**. The minimum width of a Lot is 37.50 feet, measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot Width measurements shall be determined by the Planning Director. The Planning Commission may reduce the minimum Lot Width during review of a Master Planned Development.

(C) **FRONT YARD**.

(1) The minimum Front Yard for all Single Family, Duplex Dwellings, and Accessory Buildings is fifteen feet (15'). See 15-2.13-3(C)(3) for exception for Lots with a depth of seventy-five feet (75') or less.

(2) New Front Facing Garages for Single-Family and Duplex Dwellings must be at least twenty feet (20') from the Front Lot Line.

(3) The minimum Front Yard for Lots seventy-five feet (75') deep or less is ten feet (10').

(4) See Section 15-2.15-4 for special requirements for Tri-Plex and Multi-Unit Dwellings.

(D) **FRONT YARD EXCEPTIONS**. The Front Yard must be open and free of any Structure except:

(1) Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection at back of curb.

(2) Uncovered steps leading to the Main Building, provided, the steps are not more than four feet (4') in height from Final Grade, not including any required handrails, and do not cause any danger or hazard to traffic by obstructing the view of a Street or intersection.

(3) Decks, porches, and Bay Windows not more than ten feet (10') wide, projecting not more than five feet (5') into the Front Yard.

(4) Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front Yard.

(5) Sidewalks, patios, and pathways.

(6) Driveways leading to a garage or approved Parking Area. No portion of a Front Yard, except for approved driveways, patios, allowed Parking Areas, and sidewalks, may be Hard-Surfaced or graveled.

(7) Circular driveways meeting all requirements stated in Section 15-3-4 herein.

(E) **REAR YARD**.

(1) The minimum Rear Yard for Single Family and Duplex Dwellings is ten feet (10').

(2) See Section 15-2.15-4 special requirements for Multi-Unit Dwellings.

(F) **REAR YARD EXCEPTIONS**. The Rear Yard must be open and free of any Structure except:

(1) Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Rear Yard.

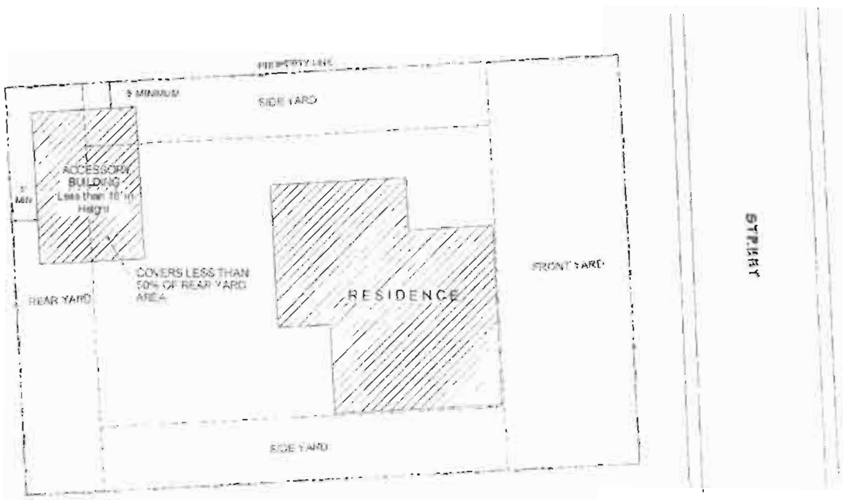
(2) Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear Yard.

(3) Window wells and light wells projecting not more than four feet (4') into the Rear Yard.

(4) Roof overhangs and eaves projecting not more than three feet (3') into the Rear Yard.

(5) Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.

(6) Detached Accessory Buildings not more than eighteen feet (18') in height and maintaining a minimum Rear Yard Setback of five feet (5'). Such Structures must not cover over fifty percent (50%) of the Rear Yard. See the following illustration:



(7) Hard-Surfaced Parking Areas subject to the same location requirements as a detached Accessory Building.

(8) Screened mechanical equipment, hot tubs, and similar Structures located at least five feet (5') from the Rear Lot Line.

(9) Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation.

The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.[9]

(10) Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") above Final Grade, located at least five feet (5') from the Rear Lot Line.

(G) **SIDE YARD**.

(1) The minimum Side Yard for any Single Family, Duplex Dwelling

[9] Fences and walls greater than six feet (6') in height require an administrative Conditional Use permit.

or Accessory Building is five feet (5').

(2) A Side Yard between connected Structures is not required where the Structures are designed with a common wall on a Property Line and the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official.

(3) The minimum Side Yard for a detached Accessory Building not greater than eighteen feet (18') in height, located at least five feet (5') behind the front facade of the Main Building is three feet (3').

(4) On Corner Lots, the Side Yard that faces a Street is ten feet (10') for both Main and Accessory Buildings.

(5) See Section 15-2.15-4 Special Requirements for Multi-Unit Dwellings.

(H) SIDE YARD EXCEPTIONS. The Side Yard must be open and free of any Structure except:

(1) Bay windows not more than ten feet (10') wide projecting not more than two feet (2') into the Side Yard.

(2) Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side Yard.

(3) Window wells and light wells projecting not more than four feet (4') into the Side Yard.

(4) Roof overhangs and eaves projecting not more than three feet (3') into the Side Yard.

(5) Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.

(6) Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height above Final Grade, provided there is at least a one foot (1') Setback to the Side Lot Line.

(7) Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps, however each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.[10]

[10]Fences and walls greater than six feet (6') in height require an administrative Conditional Use permit

(8) Driveways leading to an approved garage or Parking Area maintaining a three foot (3') landscaped Setback to the Side Lot Line.

(9) Paths, patios, and steps connecting to a City stairway or path.

(10) Screened mechanical equipment, hot tubs, and similar Structures located a minimum of five feet (5') from the Side Lot Line.

(I) **SNOW RELEASE**. Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official.

(J) **CLEAR VIEW OF INTERSECTION**. No visual obstruction in excess of two feet (2') in height above Road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

(Amended by Ord. No. 06-76)

15-2.15-4. SPECIAL REQUIREMENTS FOR MULTI-UNIT DWELLINGS.

(A) **FRONT YARD**. The Front Yard for any Triplex, or Multi-Unit Dwelling is twenty feet (20'). All new Front Facing Garages shall be a minimum of twenty-five feet (25') from the Front Property Line. All Yards fronting on any Street are considered Front Yards for the purposes of determining Setbacks. See Front Yard Exceptions, Section 15-2.15-3(D).

(B) **REAR YARD**. The Rear Yard for a Triplex, or Multi-Unit Dwelling is fifteen feet (15'). See Rear Yard Exceptions, Section 15-2.15-3(F).

(C) **SIDE YARD**. The minimum Side Yard for any Triplex, or Multi-Unit Dwelling is ten feet (10'). See Side Yard Exceptions, Section 15-2.15-3(H).

(D) **OPEN SPACE**. The Applicant must provide Open Space equal to at least sixty percent (60%) of the total Site for all Triplex and Multi-Unit Dwellings. Parking is prohibited within the Open Space. This Transferred Development Right (TDR) Open Space must be Natural or Landscaped Open Space.

15-2.15-5. BUILDING HEIGHT.

No Structure shall be erected to a height greater than twenty-eight feet (28') from Existing Grade. This is the Zone Height.

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

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

(2) Antennas, chimneys, flues, vents, and similar Structures may extend up to five feet (5') above the

highest point of the Building to comply with International Building Code (IBC) requirements.

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

(4) Church spires, bell towers, and like architectural features, subject to the Architectural Guidelines, LMC Chapter 15-5, may extend up to fifty percent (50%) above the Zone Height, but may not contain Habitable Space above the Zone Height. Such exception requires approval by the Planning Director.

(5) Elevator Penthouses may extend up to eight feet (8') above the Zone Height.

(Amended by Ord. No. 06-76)

15-2.15-6. ARCHITECTURAL REVIEW.

Prior to the issuance of a Building Permit, for any Conditional or Allowed Use, the Community Development Department must review the proposed plans for compliance with the Architectural Design Guidelines, LMC Chapter 15-5.

Appeals of departmental actions on architectural compliance are heard by the Planning Commission.

15-2.15-7. CRITERIA FOR BED AND BREAKFAST INNS.

A Bed and Breakfast Inn is an Allowed Use, subject to an Administrative Permit. No permit may be issued unless the following criteria are met:

(A) If the Use is in an Historic Structure, the Applicant will make every attempt to rehabilitate the Historic portion of the Structure to its original condition.

(B) The Structure has at least two (2) rentable rooms. The maximum number of rooms will be determined by the Applicant's ability to mitigate neighborhood impacts.

(C) In an Historic Structure, the size and configuration of the rooms are Compatible with the Historic character of the Building and neighborhood.

(D) The rooms are available for Nightly Rental only.

(E) An Owner/manager is living on-Site, or in Historic Structures there must be twenty-four (24) hour on-Site management and check-in.

(F) Food service is for the benefit of overnight guests only.

(G) No Kitchen is permitted within rental rooms.

(H) Parking on-Site is required at a rate of one (1) space per rentable room. The Planning Director may waive the parking requirement for Historic Structures if the Applicant proves that:

(1) no on-Site parking is possible

without compromising the Historic Structure or Site, including removal of existing Significant Vegetation and all alternatives for proximate parking have been explored and exhausted; and

(2) the Structure is not economically feasible to restore or maintain without the adaptive Use.

(J) The Use complies with Section 15-1-10, Conditional Use review.

(Amended by Ord. No. 06-76)

15-2.15-8. OUTDOOR EVENTS AND MUSIC.

Outdoor events and music require an administrative Conditional Use permit. The Use must also comply with Section 15-1-10, Conditional Use review. An Applicant must submit a Site plan and written description of the event, addressing the following:

(A) Notification of adjacent Property Owners.

(B) No violation of the City Noise Ordinance, Title 6.

(C) Impacts on adjacent residential Uses.

(D) Proposed plans for music, lighting, Structures, electrical, signs, etc.

(E) Parking demand and impacts on neighboring Properties.

(F) Duration and hours of operation.

(G) Impacts on emergency Access and circulation.

15-2.15-9. VEGETATION PROTECTION.

The Property Owner must protect Significant Vegetation during any Development activity. Significant Vegetation includes large trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground, groves of smaller trees, or clumps of oak and maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.

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

15-2.15-10. SIGNS.

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

15-2.15-11. RELATED PROVISIONS.

- Fences and Walls. LMC Chapter 15-4-2.
- Accessory Apartment. LMC Chapter 15-4.

- Satellite Receiving Antenna. LMC Chapter 15-4-13.
- Telecommunication Facility. LMC Chapter 15-4-14.
- Parking. Section 15-3.
- Landscaping. Title 14: LMC Chapter 15-3-3(D)
- Lighting. LMC Chapters 15-3-3(C), 15-5-5(I).
- Historic Preservation Board. LMC Chapter 15-11.
- Park City Sign Code. Title 12.
- Architectural Review. LMC Chapter 15-5.
- Snow Storage. Section 15-3-3.(E)
- Parking Ratio Requirements. Section 15-3-6.

When recorded, return to:
WILLIAM TEW and PAMELA MAUPIN
PO Box
Park City UT 84060

QUIT CLAIM DEED

PARK CITY MUNICIPAL CORPORATION, P. O. Box 1480, Park City UT 84060, a municipal corporation and a political subdivision of the State of Utah, as Grantor, hereby quitclaims to WILLIAM TEW and PAMELA MAUPIN, PO Box _____, Park City UT 84060, as Grantee, the following described parcel of land in Summit County, State of Utah, to wit:

> A parcel of land located in the southeast quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:
>
> Beginning at the westernmost corner of Block 62, Park City Survey, according to the official plat thereof on file and of record in the Office of the Recorder of Summit County, Utah, said point also being the westernmost corner of Unit 1, Silver Pointe Condominiums, recorded September 20, 1999, as Entry No. 548912 in the Office of the Recorder of Summit County, Utah; and running thence along the westerly boundary of said Unit 1 South 23°38’00” East 85.21 feet to the southernmost corner of Unit 1; thence South 66°22’00” West 10.00 feet; thence North 23°38’00” West 85.21 feet; thence North 66°22’00” East 10.00 feet to the point of beginning.
>
> Description contains 852 square feet.

This deed is subject, however, to the following terms, regulations, conditions and restrictions, which shall run in perpetuity with the land and shall be binding on Grantees and all future successors in interest, to-wit:

Ownership of the title to the above described parcel (herein after “Right of Way Parcel”) must always remain with the ownership of the title to Unit 1 of the Silver Pointe Condominiums located at 525 Rossi Hill Drive in Park City, Summit County, Utah (herein after “Property.”). In the event the Grantees or any subsequent owner of the Property and the Right of Way Parcel ever record in the Office of the Recorder of Summit County, Utah a deed for the purpose of separating or severing the title of the Property and the Right of Way Parcel, then the title to the Right of Way Parcel shall be subject to a reverter in favor of the City, which right of reverter the City may exercise with respect to the Right of Way Parcel by recording in the Office of the Recorder of Summit County, Utah written notice of the City’s election to exercise such right of reverter with respect to the Right of Way Parcel and to reacquire title to the Right of Way Parcel. If such reverter occurs, the consideration for the Parcel shall be Ten Dollars ($10.00).

DATED this ____ day of __________, 2011

By:______________________________
Dana Williams, Mayor

Attest:

____
City Recorder

Approved as to Form:

____
City Attorney

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _______day of _______________________, 2011, before me, the undersigned notary, personally appeared Dana Williams, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached Quit-Claim Deed, and acknowledged that he signed it voluntarily for its stated purpose as Mayor for Park City Municipal Corporation, a Utah municipal corporation.

____
Notary Public

When Recorded Return To:

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

Space above for County Recorder's Use

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Grant of Easement") is made effective this _____ day of ______________________, 2011, by and between WILLIAM TEW and PAMELA MAUPIN (collectively ("Grantors"), and PARK CITY MUNICIPAL CORPORATION, a municipal corporation whose principal place of business is located at 445 Marsac Avenue, Park City, Utah ("Grantee") (Grantors and Grantee are sometimes referred to herein collectively as the "Parties" and individually as a "Party"), with reference to the following:

RECITALS:

A. Grantors are the owners of certain real property located in Summit County, Utah (the "Easement Property") described as follows:

> A parcel of land located in the southeast quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:
>
> Beginning at the westernmost corner of Block 62, Park City Survey, according to the official plat thereof on file and of record in the Office of the Recorder of Summit County, Utah, said point also being the westernmost corner of Unit 1, Silver Pointe Condominiums, recorded September 20, 1999, as Entry No. 548912 in the Office of the Recorder of Summit County, Utah; and running thence along the westerly boundary of said Unit 1 South 23°38'00" East 85.21 feet to the southernmost corner of Unit 1; thence South 66°22'00" West 10.00 feet; thence North 23°38'00" West 85.21 feet; thence North 66°22'00" East 10.00 feet to the point of beginning.

B. In accordance with and subject to the terms and conditions of that certain Petition to Vacate a Portion of a Public Street dated April ____, 2011 executed by Grantors and submitted to Grantee, Grantors have agreed to grant and convey to Grantee a perpetual easement and right of way on, over, under and across the Easement property, permitting Grantee to erect, operate, use, maintain, repair, alter, enlarge, inspect, relocate and replace from time to time, at Grantee's sole cost and expense, improvements for a public street, a retaining wall, underground utility lines and such other public purposes and uses that Grantee deems appropriate from time to time that are consistent with the uses by Grantee of the public right of way that adjoins the Easement Property on three sides, all in accordance with and subject to the terms and conditions of this Grant of Easement.

GRANT OF EASEMENT

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and consideration of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantors hereby grant to Grantee, its successors and assigns, a perpetual easement and right of way (the "Easement") on, over, under and across the Easement Property.

2. Purpose of Easement. The permitted purposes of the Easement shall be for the erection, operation, use, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of improvements for a public street, a retaining wall, underground utility lines and such other public purposes and uses that Grantee deems appropriate from time to time that are consistent with the uses by Grantee of the public right of way that adjoins the Easement Property on three sides (the "Public Improvements"). Grantee shall construct and maintain the Public Improvements at Grantee's sole cost and expense, in good and safe condition.

3. Compliance with Law; Mechanics' Liens. Grantee shall comply with all applicable laws in its use of the Easement Property, and shall be responsible for obtaining all necessary permits or governmental approvals required in connection with the installation, maintenance, repair and/or replacement of the Public Improvements. Grantee shall at all times keep the Easement Property free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of Grantee. In the event any mechanics' lien or similar lien is recorded against the Easement Property on account of any act by or on behalf of Grantee, Grantee shall, within 30 days after notice from Grantor, cause such mechanics' lien to be removed from the Easement Property.

4. Indemnity. Grantee shall indemnify, defend, and hold harmless Grantors from and against any and all losses, claims, actions, damages, liabilities, penalties, fines, or expenses of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs on account of mechanics' lien claims, injury to persons, the death of any person, or damages to property (collectively, "Claims") arising from the use by Grantee of the Easement Property, except to the extent any such Claims are caused by the gross negligence or willful misconduct of Grantors. Grantors, at Grantors' expense, shall have the right to participate in the defense of any Claim to the extent of Grantors' interest.

5. Binding Effect. This Grant of Easement shall be binding upon and inure to the benefit of the successors and assigns of Grantors and the successors and assigns of Grantee.

6. Governing Law. This Grant of Easement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

7. Severability. If any term or provision of this Grant of Easement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the

remainder of this Grant of Easement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Grant of Easement shall be valid and enforced to the fullest extent permitted by law.

8. Grantee's Acceptance to Be Bound. By accepting this Grant of Easement, Grantee shall be bound by the terms and conditions hereof.

9. Entire Agreement; Amendment. This Grant of Easement sets forth the entire understanding of the Parties as to the matters set forth herein and cannot be altered or otherwise amended, except pursuant to an instrument in writing signed by each of the Parties hereto.

IN WITNESS WHEREOF, Grantors and Grantee have caused this Grant of Easement to be executed by persons duly authorized to execute the same, to be effective as of the date first above written.

GRANTORS:

____
WILLIAM TEW

____
PAMELA MAUPIN

GRANTEE:

PARK CITY MUNICIPAL CORPORATION

By:________________________________
Title:______________________________

STATE OF UTAH)
:ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of ________________, 2011, by William Tew and Pamela Maupin.

____
NOTARY PUBLIC
Residing at: ______________________________

My Commission Expires:

____

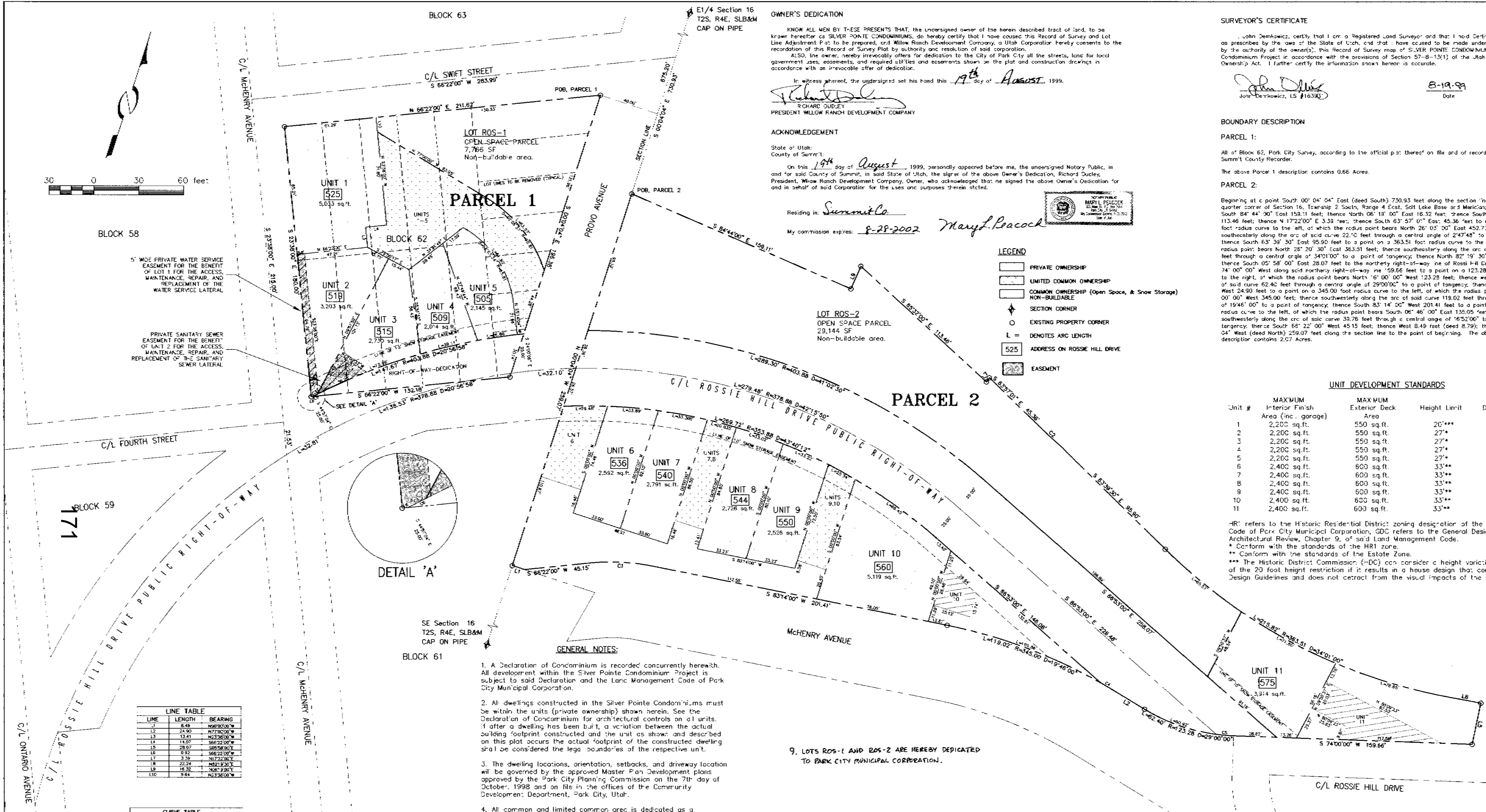
STATE OF UTAH)
:ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of ________________, 2011, by ____ in such person's capacity as the _________________________________ of Park City Municipal Corporation.

____
NOTARY PUBLIC
Residing at: _________________________________

My Commission Expires:

____



OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT, the undersigned owner of the herein described tract of land, to be known hereafter as SILVER POINTE CONDOMINIUMS, do hereby certify that I have caused this Record of Survey and Lot Line Adjustment Plat to be prepared, and Willow Ranch Development Company, a Utah Corporation hereby consents to the recordation of this Record of Survey Plat by authority and resolution of said corporation.

ALSO, the owner, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, and required utilities and easements shown on the plat and construction drawings in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this 19th day of AUGUST 1999.

RICHARD DUDLEY
PRESIDENT WILLOW RANCH DEVELOPMENT COMPANY

ACKNOWLEDGEMENT

State of Utah:
County of Summit:

On this 19th day of August, 1999, personally appeared before me, the undersigned Notary Public, in and for said County of Summit, in said State of Utah, the signer of the above Owner's Dedication, Richard Dudley, President, Willow Ranch Development Company, Owner, who acknowledged that he signed the above Owner's Dedication for and in behalf of said Corporation for the uses and purposes therein stated.

Residing in: Summit Co.

My commission expires: 8-28-2002

Mary L. Peacock

NOTARY PUBLIC
MARY L. PEACOCK

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931, as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner(s), this Record of Survey map of SILVER POINTE CONDOMINIUMS, a Utah Condominium Project in accordance with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act. I further certify the information shown hereon is accurate.

John Demkowicz, LS #163931 — 8-19-99 Date

BOUNDARY DESCRIPTION

PARCEL 1:

All of Block 62, Park City Survey, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

The above Parcel 1 description contains 0.66 Acres.

PARCEL 2:

Beginning at a point South 00° 04' 04" East (deed South) 730.93 feet along the section line from the east quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 84° 44' 00" East 159.11 feet; thence North 06° 19' 00" East 16.32 feet; thence South 65° 32' 00" East 113.46 feet; thence N 17°22'00" E 3.39 feet; thence South 63° 57' 01" East 45.36 feet to a point on a 452.77 foot radius curve to the left, of which the radius point bears North 26° 03' 00" East 452.77 feet; thence southeasterly along the arc of said curve 22.10 feet through a central angle of 2°47'48" to a point of tangency; thence South 63° 39' 30" East 95.90 feet to a point on a 363.51 foot radius curve to the left, of which the radius point bears North 26° 20' 30" East 363.51 feet; thence southeasterly along the arc of said curve 215.82 feet through a central angle of 34°01'00" to a point of tangency; thence North 82° 19' 30" East 22.24 feet; thence South 05° 58' 00" East 28.07 feet to the northerly right-of-way line of Rossi Hill Drive; thence South 74° 00' 00" West along said northerly right-of-way line 159.66 feet to a point on a 123.28 foot radius curve to the right, of which the radius point bears North 16° 00' 00" West 123.28 feet; thence westerly along the arc of said curve 62.40 feet through a central angle of 29°00'00" to a point of tangency; thence North 77° 00' 00" West 24.90 feet to a point on a 345.00 foot radius curve to the left, of which the radius point bears South 13° 00' 00" West 345.00 feet; thence southwesterly along the arc of said curve 119.02 feet through a central angle of 19°46' 00" to a point of tangency; thence South 83° 14' 00" West 201.41 feet to a point on a 135.05 foot radius curve to the left, of which the radius point bears South 06° 46' 00" East 135.05 feet; thence southwesterly along the arc of said curve 39.76 feet through a central angle of 16°52'00" to a point of tangency; thence South 66° 22' 00" West 45.15 feet; thence West 8.49 feet (deed 8.79); thence North 00° 04' 04" West (deed North) 259.07 feet along the section line to the point of beginning. The above Parcel 2 description contains 2.07 Acres.

UNIT DEVELOPMENT STANDARDS

Unit #	MAXIMUM Interior Finish Area (inc. garage)	MAXIMUM Exterior Deck Area	Height Limit	Design Criteria
1	2,200 sq.ft.	550 sq.ft.	20'***	HR1
2	2,200 sq.ft.	550 sq.ft.	27'*	HR1
3	2,200 sq.ft.	550 sq.ft.	27'*	HR1
4	2,200 sq.ft.	550 sq.ft.	27'*	HR1
5	2,200 sq.ft.	550 sq.ft.	27'*	HR1
6	2,400 sq.ft.	600 sq.ft.	33'**	GDC
7	2,400 sq.ft.	600 sq.ft.	33'**	GDC
8	2,400 sq.ft.	600 sq.ft.	33'**	GDC
9	2,400 sq.ft.	600 sq.ft.	33'**	GDC
10	2,400 sq.ft.	600 sq.ft.	33'**	GDC
11	2,400 sq.ft.	600 sq.ft.	33'**	GDC

HR1 refers to the Historic Residential District zoning designation of the Land Management Code of Park City Municipal Corporation, GDC refers to the General Design Guidelines under Architectural Review, Chapter 9, of said Land Management Code.
* Conform with the standards of the HR1 zone.
** Conform with the standards of the Estate Zone.
*** The Historic District Commission (HDC) can consider a height variation for up to 15% of the 20 foot height restriction if it results in a house design that conforms with the Design Guidelines and does not detract from the visual impacts of the structure.

LINE TABLE

LINE	LENGTH	BEARING
L1	8.49	N90°00'00"W
L2	24.90	N77°00'00"W
L3	13.41	N23°38'00"W
L4	14.07	S66°22'00"W
L5	28.07	S05°58'00"E
L6	0.92	S66°22'00"W
L7	3.39	N17°22'00"E
L8	22.24	N82°19'30"E
L9	16.32	N06°19'00"E
L10	9.64	N23°38'00"W

CURVE TABLE

CURVE	LENGTH	DELTA	RADIUS
C1	39.76'	16°52'00"	135.05'
C2	22.10'	02°47'48"	452.77'
C3	3.42'	00°29'06"	403.88'
C4	9.16'	01°31'16"	345.00'
C5	11.48'	05°20'06"	123.28'
C6	4.27'	00°37'10"	403.88'

GENERAL NOTES:

1. A Declaration of Condominium is recorded concurrently herewith. All development within the Silver Pointe Condominium Project is subject to said Declaration and the Land Management Code of Park City Municipal Corporation.

2. All dwellings constructed in the Silver Pointe Condominiums must be within the units (private ownership) shown herein. See the Declaration of Condominium for architectural controls on all units. If after a dwelling has been built, a variation between the actual building footprint constructed and the unit as shown and described on this plat occurs the actual footprint of the constructed dwelling shall be considered the legal boundaries of the respective unit.

3. The dwelling locations, orientation, setbacks, and driveway location will be governed by the approved Master Plan Development plans approved by the Park City Planning Commission on the 7th day of October, 1998 and on file in the offices of the Community Development Department, Park City, Utah.

4. All common and limited common area is dedicated as a non-exclusive easement to Park City Municipal Corporation, Snyderville Basin Sewer Improvement District, Park City Fire Protection District, Summit County and the Silver Pointe Homeowners for the purpose of providing access for utility, installation, use, maintenance and eventual replacement.

5. Lots ROS-1 & ROS-2 shall be a snow storage and drainage easement for the benefit of PCMC and the Silver Pointe Homeowners Association.

6. A boundary survey of Parcels 1&2 was performed per Survey S-2231, recorded with Summit County Surveyor's office.

7. All units are required to include modified 13-D fire sprinklers and individual pressure reducing valves. Unit 11 may require a sanitary sewer ejector pump.

8. No unit sales or building permits may occur until Rossi Hill Drive is constructed and accepted by Park City.

9. LOTS ROS-1 AND ROS-2 ARE HEREBY DEDICATED TO PARK CITY MUNICIPAL CORPORATION.

SILVER POINTE CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

AMENDMENT TO THE PARK CITY SURVEY PLAT

SE 1/4 SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

Recorded concurrently herewith Declaration of Covenants, Conditions, and Restrictions. PAGE 1 OF 1

JOB NO. 22-7-92 Z:\SLIPPER\D\CONDPLAT

ALLIANCE ENGINEERING INC.
P.O. BOX 2664
323 MAIN STREET
PARK CITY, UTAH 84060
(435) 649-9467

SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS 31st DAY OF AUGUST, 1999 A.D.
BY ________ S.B.S.I.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 13th DAY OF SEPTEMBER, 1999 A.D.
BY ________ CHAIRMAN

ENGINEERS CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 8TH DAY OF SEPTEMBER, 1999 A.D.
BY Eric W. DeHaan PE
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 14TH DAY OF SEPTEMBER, 1999 A.D.
BY ________ PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 17th DAY OF DECEMBER, 1999 A.D.
BY ________ Deputy
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 17th DAY OF DECEMBER, 1999 A.D.
BY ________ MAYOR

 # 548912 RECORDED
STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF Coalition Title
DATE 9-20-99 TIME 4:37 PM BOOK — PAGE —
$41.00 FEE — Alan Spriggs RECORDER

July 7,2011

Park City Council

Mayor Williams

Dear Mayor and Council,

Regarding the issue of the possible vacation of dedicated McHenry St. to allow a house owned by William Tew to be within setback requirements.

We are concerned because in Old Town these City owned properties and dedicated streets are our guaranteed open space and view corridors.

Recently, on Rossi Hill we have had several incidents of homes built along dedicated City streets where homeowners have tried to encroach on these properties. Landscaping, building decks and using City property as their own they often are affecting view corridors and public property use by other citizens. Many of us have property along dedicated McHenry St. in our neighborhood and we have been required to observe setback requirements.

The last decade there has been a trend/rash of new homeowners that have tried this encroachment practice. Ultimately, the responsibility to survey and build a home within the property boundaries falls on the homeowner. It is not the responsibility of the City if the homeowner by accident or by design positions their home incorrectly. Certainly, the City tries to discern if this has happened but the burden of responsibility does rest with the homeowner.

We ask that the solution to the Tew property not set a precedent that would endanger the citizens that take care to observe the rules and get it right.

Most certainly the price to use any City property should be quite steep. Perhaps this could be structured in an easement lease so that there would not be a precedent of selling this public open space.

Thank you for your consideration of this matter.

Sincerely,

Mary Wintzer, 320 Mc Henry Ave. and 330 Mc Henry Ave.

Matey Erdos ,310 McHenry Ave.

Merritt Hooper, 335 McHenry Ave.