PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 16, 1996

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, May 16, 1996.

AGENDA

Work Session

3:00 p.m. Council comments and questions
3:20 p.m. Transportation innovations
3:50 p.m. Capital Improvement Budget
- Parking
- Prospector Square parking
- Bus Barn
- Education Center Landscaping

Operating Improvement Budget
- Police Department
- Administrative Services Department

5:10 p.m. Review of regular meeting
- Entryway Master Plan
- Ringwood land trade
- Other meeting questions/comments

Regular Meeting

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

Wasatch County Commission Meeting - Telemark Park - May 16, 1996

IV WORK SESSION NOTES AND MINUTES OF MEETING OF MAY 2, 1996

V PUBLIC HEARINGS

Amendment to Entry Corridor Master Plan with regard to trail relocation

VI CONSENT AGENDA

1. An Ordinance approving a condominium plat for Phases 3 and 3A of the Summit Watch at Park City, an expandable Utah condominium project, located in the northeast quarter of Section 16, Township 2 South, Range 4 East, Park City, Utah

2. Summit County Quarry Mountain building lease renewal

VII NEW BUSINESS

Resolution of the City Council of Park City, Utah authorizing and approving the execution of a first supplemental indenture of trust, a first amendment to lease agreement, a first supplement to deed of trust, a deed of partial reconveyance, and other documents and actions required in connection therewith

VIII ADJOURNMENT

A Municipal Building Authority meeting will convene

Posted: 5/13/96

Note: It should be noted that the entry under Communications from Council and Staff occurred during the meeting and was not posted. It appears here for ease of reference.

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MAY 16, 1996

Present: Mayor Brad Olch; Council members Hugh Daniels, Roger Harlan, Shauna Kerr, and Paul Sincock

Toby Ross, City Manager; Jodi Hoffman, City Attorney; Tom Bakaly, Finance Manager; Rick Lewis, Community Development Director; Frank Bell, Chief of Police; Jerry Gibbs, Public Works Director; Pat Montgomery, Librarian; Bruce Dickens, Parks Department; Bob Stephens, Administrative Services Director; Hope Bleecker, Transportation Director; Myles Rademan, Public Affairs Director

Jenny Vallor, Friends of the Library; Dean Berrett, Prospector Square Home Owners Association; George Hull, Parks Recreation Board

Absent: Chuck Klingenstein

1. **Council questions/comments.** Hugh Daniels disclosed that he had lunch with Hank Rothwell and Jerry Jackson concerning Sandstone Cove and distributed a copy of letter addressed to Nora Seltenrich that he received at that meeting. He thanked Myles Rademan for coordinating the Aspen trip. Mr. Daniels relayed that Mary Wintzer was on the ratio discussing the Town Run appeal, and he felt that her comments about Mr. Harlan were inappropriate. Paul Sincock complained that Russell Wong received a preliminary parking study before the City Council. Jerry Gibbs explained that Mr. Wong is the Main Street Merchants' liaison and staff agreed to share information with him during the process as it became available. Mr. Sincock emphasized that since the City is spending $50,000 on a parking study that he wants the entire report, not just the executive summary. Ms. Kerr interjected that she did not want the entire study and there was discussion about leaving large documents at the City Council work station for routing. Roger Harlan felt that the Aspen trip was excellent and expressed his gratitude to Mr. Rademan for organizing the trip. Shauna Kerr expressed that she would like to schedule a field trip to the reconstructed barn in the Aerie next week before the meeting.

2. **Transportation innovations.** The Mayor distributed some information from POMA who has merged with Otis and United Technologies. He discussed arranging a work session on transportation.

Capital Improvements Budget. Tom Bakaly discussed a meeting with the Board of Directors of the Prospector Square Home Owners Association where a special improvement district for parking was discussed. In order to accomplish this, they must have a plan and have asked that the City fund a feasibility study which is estimated between $10,000 to $20,000. The City is currently holding $10,000 and they are asking that this be used for parking improvements and are requesting additional funds for the study. There was discussion about the lots included in the Prospector Square Homeowners Association and it was pointed out that the Prospector Inn, Park City Plaza, Circle K, Pizza Hut and First Security lots are not included. Paul Sincock questioned what information a study would provide. Tom Bakaly felt that a parking study would identify what the parking issues are, long-term improvements, and a plan which is needed to create a public special improvement district. Since Chuck Klingenstein was absent, Hugh Daniels relayed his comments that the City is currently analyzing Main Street and it is reasonable to spend some City funds in the Prospector Square area as well. The study should be comprehensive and it should be conducted from Bonanza east to the end of Prospector Square.

Mr. Bakaly explained that the additional allocation is not budgeted; the Mayor felt that the $10,000 should be used for a parking study now and after it is completed, an additional request can then be made based on that information. With regard to a question from Roger Harlan regarding the urgency of completing a plan, Mr. Bakaly explained that this was discussed as a basis for a financing strategy. Mr. Harlan wasn't convinced that a study needed to be done at this time and noted that the timing is awkward with regard to the budget. He suggested that it be considered next year. Paul Sincock emphasized that parking needs to be approached comprehensively and suggested that the City set up a separate Parking and Transportation Department. He added that he wasn't impressed with the Wilbur Smith study and would be reluctant to spend money on a study for private property. Hugh Daniels stated that he would be willing to release only the $10,000 toward a study.

Dean Berrett arrived later at the work session, and this matter was readdressed. He explained that it is their feeling that Prospector Square is the highest concentration of general commercial space in the City limits, that they have done everything possible to enhance parking, and that it is appropriate to conduct a study which would identify the benefits and funding sources for parking improvements. Mr. Berrett indicated that he did not feel that the parking situation is severe, but explained that when Prospector Square was developed it met the parking requirements at that time and the City has decided to look at it differently over time. Although, the Board doesn't feel that that is accurate. Discussion ensued regarding employee parking, which is difficult to ascertain from lot to lot. Paul Sincock noted that he would be willing to support a study if it is comprehensive, but not if it is independent as he couldn't see the public benefit. Dean Berrett felt that the services offered to residents are important in the area and that Council's support of a study is appropriate. The Mayor suggested releasing $10,000 for the study, and review the results for potential future funding. Ms. Kerr felt that a parking study should include commercial areas beyond the Prospector Home Owners Association along Bonanza Drive and the Prospector Square Inn and Mr. Berrett agreed. The Mayor discussed having the outlying properties participate in the funding of the study, but Ms. Kerr felt that participation would be unlikely and that it is more appropriate to tie this into a comprehensive study sponsored by the City. Dean Berrett explained the benefits of a special improvement district with regard to assessing businesses especially if it involves a large sum of money for acquiring property and/or building parking structures. The Mayor summarized that the Council is willing to allocate $10,000 toward a study and described the scope of the area to be studied.

Education Center landscaping. Pat Montgomery noted that this project comes forth from Library users who would like to enjoy the campus area. She discussed the evolution of a landscape plan and described the scope of the plan through illustration of a rendering. She explained that this is a $51,000 project and it is the staff's recommendation to request that the City fund the infrastructure for the irrigation system in the amount of $38,000, allocated form the lower Park Avenue RDA fund, and that the rest of the funding be raised by citizens. The Council was supportive of the project. Mr. Ross advised Ms. Kerr that there weren't any projects anticipated in the lower Park Avenue RDA fund, other than property acquisition. As liaison to the Library Board, Mr. Harlan relayed that this project has received strong support from the Board and Friends of the Library. Jenny Vallor mentioned that she has enjoyed working on this project with the City staff. Bruce Dickens discussed material for pavers and the lighting plan. Discussion ensued regarding a water feature.

Bus barn. The Chief of Police explained the location of this prefabricated metal building on Woodbine Way currently used for storage. Once the ambulance moves out, it will be an under-utilized facility. Although it has not had a great deal of maintenance over the years, it can be refurbished and there are a couple of options for the building. It can be used for continued storage for the Police Department and Public Works and the restrooms can be remodeled for a locker room for employees working in the field. Frank Bell stated that this building is about the same size as the request from Recycle Utah for a center at the new facility and there may be some merit to consider this site for recycling. Jerry Gibbs and Mary Morrison from Recycle Utah have looked at the building and it is felt that it could work well for that use. He added that staff would like more garage space and a locker room at the new Public Works building. This proposal would be substantially less than building a recycling center and would also free up the Public Works building for additional future uses.

Frank Bell stated that the building needs to be fire sprinkled. He didn't want to minimize the amount of work to be done at the bus barn, but estimated that it could be remodeled for $50,000. Some of the work could be phased over several years. In response to a question from Roger Harlan regarding the turning radius in the lot to accommodate haulers, Jerry Gibbs advised that it will be tight but can be done. Mr. Harlan also commented on the low remodel cost of $50,000 and the Chief of Police added that a lot of the work can be done by in-house contractors. Jerry Gibbs added that the cost for expanding his new facility for lockers and garage space is about $60,000. Council supported housing the recycling center at the bus barn.

Police Department. Frank Bell discussed the federal matching grant program to fund police positions and stated that he does not have a request this year. In response to a question from Paul Sincock about removing parking enforcement responsibilities from the Department, the Chief responded that the Department will always be involved to a certain extent. If Council decides on paid parking as an option, it will require a complex program far beyond the current capabilities of the staff. He added that police officers are not good parking officers as it is not beneficial for their careers. Parking enforcement officers feel this is a way to become a police officer and often results in turn-overs. The Mayor asked if the Chief was happy with his staffing and he responded that he is satisfied this year but staffing will probably be revisited with a new budget cycle next year. Mr. Bell pointed out, however, that they are the only department in the City operating without an administrative assistant. Dispatchers can perform some tasks, but some of the workload has fallen by the wayside like purchase orders, budgeting, evaluations, and budget management.

Administrative Services Department. Bob Stephens pointed out that this department was formed last July; one-fourth of his staffing is new and there is new financial software so they haven't reached a maintenance point that can be analyzed. There is a request for staffing in the technical services area as the phone system addition has been more complicated than anticipated. There are about 108 personal computer work stations City-wide, 25 printers and a variety of peripherals. The staffing request is to extend an employment agreement. Mr. Stephens added that he is planning to seek internships from Stevens-Henager College of Business. He explained to Mr. Sincock that GIS technicians are separate positions from technical services, and a budget request to support the GIS system may occur in the future.

Parking. Hope Bleecker explained that Wilbur Smith and Associations was charged with technical solutions in the downtown area, rather than political. There still needs to be a public hearing process which may last six to 18 months. She pointed out the short-term improvements outlined in the Executive Summary which will be introduced to the public for comment. She suggested that the short-term improvements be included in the capital improvements budget this year in the event they can be implemented this winter. Wilbur Smith recommended increased police enforcement and attended parking on the weekends in the winter season. Also, there are recommendations for the European style parking meters and enhanced transportation, probably in the form of an express bus service to be run at peak hours. She discussed evening trends, and explained the demand in the Prospector Square area because of its large bed base. Mr. Kerr pointed out that express service back to the hotels is not as critical. The Wilbur Smith study identified the zoning on Main Street where restaurants are exempt from providing parking and suggested that the City Council may want to consider amending its ordinance to require a fee for the development or conversion of restaurants on Main Street.

Paul Sincock commented that when Aspen implemented paid parking, parking became available downtown and it may be premature to change zoning ordinances. Ms. Kerr pointed out that there have been many restaurant conversions on Main Street and estimated that there could be up to 500 additional seats in the past five years. Roger Harlan added that there were spaces lost with the Gateway Project. Toby Ross noted that direction on requirements for restaurants could be discussed in conjunction with the TZO. Ms. Bleecker explained that she will meet with the Main Street Merchants, Chamber/Bureau, the ski areas, and the Restaurant Association and there will be an employee survey in tandem with that process. It is anticipated that a finalized plan will be presented to the City Council sometime in August. Paul Sincock pointed out that the Wilbur Smith study didn't include a residential permit parking system which is essential with a paid parking proposal. Also, employee parking needs to be addressed. Hugh Daniels stated that he is willing to fund a parking plan but didn't feel comfortable moving ahead until Council agreed on a comprehensive plan. Ms. Bleecker explained that the meetings with various business groups are round-table sessions which will be conducted before a public hearing is held. She reiterated that a final plan is anticipated in August and some of the items may be implemented in the 1996-97 ski season, which are budgeted. Ms. Bleecker stated that she has worked very closely with Wilbur Smith and pointed out that the commuter patterns in Aspen are slightly more consistent than they are in Park City. The geography is also quite different in Aspen which affects the circulation.

Mr. Sincock suggested that the City set up a separate Parking and Transportation Department for enforcement, public relations, satellite parking, budget, and bus scheduling like Aspen. Hugh Daniels didn't feel it appropriate to separate Transportation from Public Works; however, the Transportation Department could be expanded to include parking responsibilities. He didn't want to create more departments and overhead. Ms. Kerr explained that RAFTA in Aspen is a separate agency because it is multi-jurisdictional. She didn't feel that transferring parking enforcement from the Police Department to Public Works warranted a new department. The City Manager explained that budgeting for enhancement of parking enforcement would trigger a mechanism to accomplish that, which wouldn't be hiring more police officers. Depending on how aggressively the Council would want to pursue this would determine whether it would be done this budget year or next budget year.

Roger Harlan relayed that it took Aspen two years to implement a parking plan and asked what can be reasonably expected in seven months for the 1996-97 ski season. Ms. Bleecker expressed that she felt that the Film Festival in her opinion was a disaster and would look forward to enhanced transit. She stated that she has reservations about valet parking in conjunction with paid parking, because attended parking increases circulation problems on Main Street. She doesn't feel that there are any problems with the bus system as designed other than marketing and that the express bus could be included this winter. As suggested by the consultant, paid parking needs to be coupled with enforcement and these things could be done this year if there is community support. With regard to funding, Hugh Daniels supported increased enforcement now without paid parking so that people get used to it. He stated that Chuck Klingenstein is not interested in having a private contractor, but Mr. Daniels is willing to look at options and associated costs. Mr. Daniels continued that he has received mixed opinions about attended parking from Main Street businesses and there needs to be more feedback. He felt that paid parking would be good in the long run but that it is too soon to implement this winter, although enhanced transit could be accomplished this winter. Mr. Daniels stated that he is willing to look at parking requirements for businesses which could be done in conjunction with the TZO; considering a fifth level on the China Bridge is premature. Mr. Daniels stated that Mr. Klingenstein relayed to him that he would like to rebid the valet parking service, likes the paid parking recommendation but employees are not addressed. He emphasized that this program should not be piecemeal.

Shauna Kerr agreed with Mr. Daniels to increase enforcement now so that there is a good sense of employee parking habits. She indicated that she has also received mixed opinions about valet parking from businesses but that the restaurants have the largest impact on parking demands and they may be forced to buy into attended parking. She liked the enhanced transit and discussed the express service, and suggested accommodating employees through dial-a-ride. Ms. Kerr felt it important to deal with restaurant use in conjunction with the review of the TZO. Discussion ensued regarding ramping the China Bridge Parking Structure so that motorists wouldn't have to drive onto Swede Alley to get to another level. She could not support improvements to the parking structure other than completion of a concept plan. Ms. Kerr would like a residential parking permit system that works this year. Frank Bell explained that an ordinance is already in place as it was adopted in conjunction with the operation of the Town Lift several years ago.

Paul Sincock indicated that he could support contracted services for parking enforcement. He added that our collection is low and that could support personnel. He didn't support an attended parking structure and would like more employee parking information. He agreed with the comments on the China Bridge Parking Structure and felt that 300 spaces could be created in a structure on the east side of the Osguthorpe property. Mr. Sincock supported the dial-a-ride concept. Roger Harlan felt that there should be a strong public relations plan to disseminate information to businesses. He added that attended parking did create spaces last winter. The City Manager summarized that it is his understanding that Council supports an addition to the budget for enhanced transportation at $30,000 and that there would be no work on the China Bridge Parking Structure other than a conceptual plan. Ms. Kerr suggested that parking become an enterprise fund so that fines support improvements and programs. Mr. Sincock felt it prudent to investigate mobile parking ticket computer systems.

4. Review of regular meeting.

Entryway Master Plan. Myles Rademan explained that the amendment to the master plan involves allowing equestrian use on the upper trail. George Hull stated that the Parks and Recreation Board held a hearing and received input from adjacent home owners who wanted access to the trail. This is not a proposal for a comprehensive equestrian trail.

Ringwood land trade. Rick Lewis explained that this is a trail easement issue. Mr. Ringwood is deeding 1.45 acres to the City and the City is deeding the same size property to Ringwood. Jerry Jackson is also deeding property to the City so that the fence line can be moved. He described the resolutions and attachments scheduled on the City Council and MBA agendas.

Condominium plat approval for Phases 3 and 3A of the Summit Watch Project. Robert Miller, Vice President of MORI, apologized for the lateness in his request to amend the conditions of approval. He expressed his concern about recently learning of Condition #4 which provides that the employee housing agreement obligation be satisfied prior to plat recordation. He discussed the McIntosh Mill employee housing agreement, which the City Council recently approved and although he would like to be positive about this project coming on line in a timely manner, he felt it punitive that MORI be restricted from recording its plat until the employee housing requirement is satisfied, which is clearly McIntosh Mill's responsibility. Mr. Miller stressed that he felt that the timing of the certificates of occupancy would be more appropriate to tie in with this condition, and explained the substantial financial impact this will have on sales in California. Council member Kerr responded that this provision was outlined in the 1992 amendment to the 1982 agreement relating to this project, and it was the consensus of Council to approve the plat as outlined by staff. See regular meeting minutes.

Prepared by Janet M. Scott

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 16, 1996

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, May 16, 1996. Members in attendance were Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, and Paul Sincock. Chuck Klingenstein was excused. Staff present were Toby Ross, City Manager; Jennifer Harrington, Landscape Architect; and Jodi Hoffman, City Attorney.

II PUBLIC INPUT

The Mayor invited the public to comment on any matter of City business not scheduled on the agenda. Hearing none, the public input session was closed.

III COMMUNICATIONS FROM COUNCIL AND STAFF

Wasatch County Commission Meeting - Telemark Park - May 16, 1996 - The City Manager reported that Brad, Roger and he will be attending this meeting tonight.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF MAY 2, 1996

Roger Harlan corrected True Value to read The Hardware Store. Hugh Daniels disclosed that he will be abstaining as he was not in attendance at the May 2, 1996 meeting. Shauna Kerr, "I move approval of the minutes (as corrected)". Paul Sincock seconded. Motion carried.

Hugh Daniels	Abstention
Roger Harlan	Aye
Shauna Kerr	Aye
Chuck Klingenstein	Absent
Paul Sincock	Aye

V PUBLIC HEARINGS

Amendment to Entry Corridor Master Plan with regard to trail relocation - Jennifer Harrington explained that the Parks, Recreation and Beautification Advisory Board has been looking at the Osguthorpe property and has arrived at recommendations for trail routing, alignment, and priorities. The first priority is an eight foot wide soft surfaced trail with a 12 to 14 foot wide cleared area that would be located in an upper alignment connecting to the White Pine Canyon Road area. This trail would have a variety of uses including mountain biking, jogging, walking, cross-country skiing, horseback riding, and interpretation. This requires a modification to the existing entry corridor master plan as it currently does not allow horses on the west side of SR224. The Advisory Board would annually review the uses. The second priority is a ten foot wide paved, plus four foot wide soft surfaced trail along the east side of the highway from Meadows Drive north that would accommodate multiple uses. The third priority is a two foot wide soft surfaced trail along the stream corridor that would be used for walking, interpretation and fishing and it is recommended that this trail not be connected at the north end through to the upper trail alignment.

Roger Harlan asked if the horse owners were aware that equestrian use could be evaluated and discontinued. Ms. Harrington believed that they understood that, although not many people were in attendance. Ms. Harrington stated that she could add stronger language referencing the monitoring of the equestrian use. Roger Harlan expressed his concern about revoking the horse use and the public's reaction. Paul Sincock commented that mountain bikers could have as much or more impact on the trails and felt that the language should remain general so that the review isn't discriminated. George Hull of the Parks and Recreation Advisory Board added that they wanted to say yes to reasonable people with a reasonable request. Board member Bruce Feyerabend recalled that they discussed annually reviewing the impacts of all uses on the trail.

With no further comments from the public or the Council, the public hearing was closed.

VI CONSENT AGENDA

Hugh Daniels, "I move approval of Consent Agenda Items 1 and 2". Roger Harlan seconded. Motion carried.

Hugh Daniels	Aye
Roger Harlan	Aye
Shauna Kerr	Aye
Chuck Klingenstein	Absent
Paul Sincock	Aye

1. An Ordinance approving a condominium plat for Phases 3 and 3A of the Summit Watch at Park City, an expandable Utah condominium project, located in the northeast quarter of Section 16, Township 2 South, Range 4 East, Park City, Utah - See attached staff report.

2. Summit County Quarry Mountain building lease renewal - See attached staff report.

VII NEW BUSINESS

Resolution of the City Council of Park City, Utah authorizing and approving the execution of a first supplemental indenture of trust, a first amendment to lease agreement, a first supplement to deed of trust, a deed of partial reconveyance, and other documents and actions required in connection therewith - Shauna Kerr, "I move approval, as amended (noting Janet M. Scott as Deputy City Recorder and Chuck Klingenstein absent". Hugh Daniels seconded. Motion carried.

Hugh Daniels	Aye
Roger Harlan	Aye
Shauna Kerr	Aye
Chuck Klingenstein	Absent
Paul Sincock	Aye

VIII ADJOURNMENT

With no further business, the meeting of the City Council was adjourned, and a Municipal Building Authority meeting convened..

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 5:40 p.m. Members in attendance were Mayor Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, and Paul Sincock. Chuck Klingenstein was absent. Staff present were Toby Ross, City Manager; Mark Harrington, Assistant City Attorney; and Jodi Hoffman, City Attorney. Shauna Kerr, "I move to close the meeting to discuss property acquisition". Hugh Daniels seconded. Motion carried.

Hugh Daniels	Aye
Roger Harlan	Aye
Shauna Kerr	Aye
Chuck Klingenstein	Absent
Paul Sincock	Aye

The meeting opened at approximately 6 p.m.

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

Prepared by Janet M. Scott

Janet M. Scott

Janet M. Scott, Deputy City Recorder

PARK CITY 1884

DATE: May 16, 1995
DEPARTMENT: Public Works
AUTHOR: Hope Bleecker, Toby Ross
TITLE: Funding of Parking Improvements
TYPE OF ITEM: CIP/Budget Review-Legislative

SUMMARY RECOMMENDATIONS: Include in the FY97 capital improvement plan (CIP) and budget the money for short-term parking improvements for the Main Street core including expansion of the China Bridge parking structure, pay parking system equipment, increased parking enforcement, and the continuation of attendant parking during the 1996/97 winter season.

DESCRIPTION:

A. Topic. Funding short-term parking improvements.

B. Background. Wilbur Smith Associates has recently completed a parking analysis of the Historic Main Street core recommending several *immediate* and *near-term* strategies for more effective parking management. Several *long-term* strategies are also presented in the report which should be further evaluated based on the results of the immediate and near-term improvements. All of the new parking facilities included in the CIP and the more significant parking programs included in the budget would return to the Council for review and specific authorization.

Most of the immediate strategies can be implemented without significant cost within the next year or two. Four programs comprise the basic immediate strategy: increased enforcement; attendant parking; pay parking, enhanced transit and modifying zoning requirements for parking.

- **Increased enforcement** of parking regulations would improve circulation, increase turnover, and potentially provide additional revenues for other parking and transportation improvements. This could be accomplished through additional personnel on the police force or though a contract with a private parking company.

- The **attendant parking** program could be continued next winter season during Friday and Saturday evening. The attendant parking experiment almost doubled the parking availability during the peak periods in the defined area.

- A system of **pay parking** could be implemented to ensure parking turnover to meet increased parking demand and to generate revenue for parking programs. A recommended fee schedule designed to maximize parking efficiency can be found on page S-7 of the parking executive summary report.

- **Enhanced transit** service can support the parking program by increasing the frequency of bus service during peak evening hours from outlying area, thereby making it more attractive to potential drivers. The improvements can be adjusted easily during the winter transit service and can be delivered via increased evening express bus service next winter.

- The Land Management Code currently requires developers to provide less parking than is actually demanded by the uses and exempts most sites from any parking requirement for the first two floors of development. At a minimum, the City should consider **modifying zoning requirements** to require that some parking (or fee) be provided for development of or conversion to restaurants, nightclubs and lounges. No budget action is required to implement this program.

Near-term improvements include provision of additional parking supply in the Historic District and moderate to substantial additions to bus service. These improvements are recommended for implementation within a two to eight year time frame. Major capital improvements included in this category are the addition of a fifth level to the China Bridge parking structure, paving the Sandridge Lot and construction of a 350+ space structure north of the China Bridge Garage.

C. Analysis. The parking analysis confirmed that parking demand is substantially greater than the current parking supply in the Main Street core. The report also verified that the downtown street network poses potential constraints to increased traffic flow which would be encouraged through the construction of a parking structure large enough to fully meet the demand. Whereas construction of a new facility north of the China Bridge garage is possible, the alternative has not been recommended for immediate action because of significant costs and potential traffic impact.

Accordingly, the study has investigated alternative measures to mitigate parking and circulation problems before investing in a large parking structure. The recommended programs and improvements specified below will require the funding in the budget and CIP if they are endorsed by the public and the City Council during public hearings which are expected to commence in June. In some cases money already has been included in the budget or CIP; in other case it would have to be added (see below). Sources of the revenue have not been determined, but staff believes that a financing plan for all of the immediate projects plus the fifth level of China Bridge can be fashioned from existing or expected sources (see financial information attached). No adequate source for the larger parking structure recommended for Swede Alley has been identified.

1) Purchase of Pay Parking System Equipment-
The cost of equipment and installation for lot boxes, pay and display meters, and peripheral equipment would be $250,000. If approved, this equipment should be installed prior to the 1996 ski season. The cost of the equipment has not been specifically included in the FY97 CIP but the CIP includes about $744,000 designated for parking. Revenues from pay parking are expected to exceed costs, perhaps by several hundreds of thousands of dollars. Pay parking is proposed initially to assist with parking management; implementation of the large parking structure likely would require parking revenue to pay for the project. Staff recommends implementating a pay parking system prior to the

commencement of the 1996 ski season.

2) Additional Parking Enforcement-
The annual cost of providing additional parking enforcement, including administrative processing, coin collection, and computerized ticketing would be about $150,000. Neither this expense nor the revenues that would flow from the program have been included in the FY97 City budget. The program should be implemented prior to the 1996-97 ski season.

3) Additional Evening Transit Service-
Additional evening transit service would help to mitigate the peak parking demand in the evening. Evening express service could be administered by a part-time seasonal employee. The annual cost of both summer and winter evening peak hour express service would be about $30,000. The cost of additional transit service has not been included in the FY97 operating budget, but adequate money is available in the Transportation Fund.

4) Continuation of Attendant Parking-
The attendant parking program is expected to cost about $40,000 for operation on Friday and Saturday evenings from Christmas week, 1996 through the end of the ski season in mid-April. This program has been included in the FY 97.

5) Construction of a Fifth Level on the China Bridge Garage-
An additional level on the China Bridge Garage could yield approximately 77 new spaces. Construction costs are estimated at $800,000 to supply the additional deck. A ramping systems which can interconnect two or three of the upper levels is recommended, which would increase the cost to approximately $900,000 including design and engineering fees. Staff recommends that design work on the structure begin this summer. Construction would be completed by the summer of 1998.

D. **Department Review**. The Wilbur Smith report has been reviewed by the Finance Manager, the Police Department, and staff members from Community Development Department. This proposal for funding of improvements has been reviewed by the City Manager, the Finance Manager and the Director of Public Works.

ALTERNATIVES:

1) Authorize funding for the parking strategy described in "C" above in the FY96/97 budget and CIP. The recommended program would require about $220,000 annually in the budget and $1.2 million in the CIP. Authorizing funding does not automatically authorize the program or project. Final authorization of would come after a more extensive public discussion of the parking issue.

2) Authorize partial funding for the parking strategy described in "C" above in the FY96/97 budget and CIP. The short-term program could be phased in over several years or narrowed in scope as appropriate. The Council should specify which programs or projects to delete or defer.

3) Do nothing. Without direction to the contrary, the budget and CIP will include about $834,000 for parking related programs or projects. Additional direction will be required before some of

the money could be spent.

SIGNIFICANT IMPACTS:

Staff anticipates significant opposition to a paid parking system and to increased enforcement. These techniques have proved effective in creating additional spaces in other communities. Implementation of these immediate improvements would yield a highly organized system of parking management in the downtown core, with increased turnover and greater space availability. Additionally, residents and property owners in the Marsac neighborhood may oppose a fifth level on China Bridge. The Council should ask the Main Street Merchants to participate in development of the parking plan and policy and to endorse the resulting product. The revenues from a pay parking system should be sufficient to at least offset the cost of equipment and enforcement.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The consequences of not implementing these immediate or near-term improvements will not be severe initially. As the popularity of Main Street continues to increase, the strain on the parking and transportation system will become more severe. The proposed program seeks to improve parking, circulation and safety before the problem becomes unmanageable. While most of the proposals could be implemented on reletively short notice (one year or less), construction of parking facilities require a substantial lead time.

RECOMMENDATION:

Authorize funding for the parking strategy including a paid parking policy, additional enforcement, additional evening transit service, continuation of the valet parking during weekend evenings in the winter, and construction of a fifth level on the China Bridge parking structure. The recommended program would require about $220,000 annually in the budget and $1.2 million in the CIP.

Parking Projects Sources and Uses
FY 1996 and FY 1997 Operating Budget

SOURCES (Currently in Budget)	CIP	Operating	Total
Parking & Traffic Main & Swede Alley	650,000		650,000
In-Lieu-of Parking Fee Projects	94,221		94,221
Parking Membrane - Gateway	50,000		50,000
Continuation of Valet Parking		40,000	40,000
TOTAL SOURCES	**794,221**	**40,000**	**834,221**

POSSIBLE USES	CIP	Operating	Total
Pay Parking System Equipment	250,000		250,000
Parking Membrane - Gateway	50,000		50,000
China Bridge 5th Level	900,000		900,000
Additional Parking Enforcement		150,000	150,000
Additional Evening Transit		30,000	30,000
Continuation of Valet Parking		40,000	40,000
TOTAL USES	**1,200,000**	**220,000**	**1,420,000**

DIFFERENCE: SOURCES vs USES	**(405,779)**	**(180,000)**	**(585,779)**

POSSIBLE FUNDING SOURCES	CIP	Operating	Total
Other RDA Projects	$		
Implementation of Old Town Streets	$		
Transportation Fund	Limited	$	
Restaurant Tax	$		
Additional Parking Enforcement Revenue	$	$	

PARK CITY
1884

COUNCIL AGENDA REPORT

DATE: May 16th, 1996
DEPARTMENT: Administrative Services
AUTHOR: Tom Bakaly, Finance Manager
TITLE: Budget Review: Capital Improvement Program (CIP) - Prospector Square
TYPE OF ITEM: Informational

SUMMARY RECOMMENDATION: City Council should review and provide direction regarding the CIP funding request from the Prospector Square Owners Association for a parking feasibility study.

DESCRIPTION:

A. **Topic:** CIP Budget request from the Prospector Square Owners Association (PSOA) for a parking feasibility study.

B. **Background:** On May 3, 1996, City staff met with executive committee members of the Prospector Square Property Owners Association (PSOA) regarding Prospector Square parking issues. The purpose of the meeting was largely "fact finding" for the PSOA, and an opportunity to explore what options were available to address their parking issues. City staff also explained various financing mechanisms that may be available to the PSOA should they decide to proceed.

During the course of the conversation, it was the general consensus that a Parking and Business Improvement District might be the best way for the PSOA to proceed. In order to implement a Parking and Business Improvement District, a specific parking plan for the Prospector Square area would be needed. Such a plan or feasibility study would clearly define the parking issues that are facing Prospector Square. The plan would also assess the feasibility of using a Parking and Business Improvement District (PBID) to fund improvements.

The executive committee members of the PSOA informed staff that they were interested in proceeding with the feasibility study, but they would like assistance with the cost of the plan. Staff suggested that the PSOA make a formal request to the City Council as part of the CIP budget process, and the PSOA has done so (attached). In the near future, the City Council is expected to act on a proposal to limit FARs to 2.0 in Prospector Square to minimize future parking problems. The PSOA and the City staff support this proposal.

C. **Analysis:** The attached request from the PSOA outlines their position for why this study is needed. Staff is in agreement that such a plan will clearly define the parking issues that are facing the Prospector Square area. The question as to who should fund the cost of the plan (ranging from approximately $10,000 - $20,000) remains unanswered. City staff did point out to PSOA members that the City holds $10,000 for use related to PSOA parking issues. Members of the executive committee stated that they wanted to use those funds for future improvements. In their request, the PSOA is asking the City to fund the entire amount of the Prospector Square parking plan ($10,000 - $20,000). Such funding could be reimbursed from the PBID if formed.

D. **Department Review:** The request has been reviewed by Toby Ross and Tom Bakaly.

ALTERNATIVES:

A. **Approve the Request** - Either approve the CIP budget changes as recommended by the PSOA or as adjusted during City Council review over the next couple of weeks.

B. **Match a portion of the Request** - The City Council could offer to match the cost of the parking plan dollar-for-dollar based upon contributions from the PSOA. If the City Council proceeds with this option, it may be prudent to cap the City's contribution at a certain dollar amount.

C. **Deny the Request** - City Council could deny (in total or in part) the request. The impact of such denial would need to be elaborated upon by the PSOA, but may result in the delay of addressing Prospector Square parking issues.

D. **Continue the Item** - June 20 is the last date that budget adoption can occur in order for us to meet the filing deadlines with the County.

D. **Do Nothing** - Since funds are currently not in the CIP Budget for this request, such action would be the same as denying the request.

SIGNIFICANT IMPACTS: The parking plan and feasibility study would define the parking issues that face the Prospector Square area. The cost of the study would be paid for by the City if approved by City Council. The study costs could be recovered from a BPID, but only if one is ultimately approved and the plan costs are also approved.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The specific impacts of not approving the request will need to be addressed by members of the Prospector Square Property Owners Association.

RECOMMENDATION:

The City Council should review and provide direction to staff regarding the PSOA's $10,000 - 20,000 CIP request for a parking plan and feasibility study.

PROSPECTOR SQUARE PROPERTY OWNERS ASSOCIATION · P.O. BOX 3273 · PARK CITY, UTAH 84060

Prospector Square

RECEIVED
-7 1996
PARK CITY MUNICIPAL CORP.

May 6, 1996

Park City Municipal Corporation
Toby Ross, City Manager
PO Box 1480
Park City, Utah 84060

Dear Toby:

As you are very aware, our Association has been trying to be "proactive" when it comes to "parking" issues in our area. In a previous discussion, I asked if the City could assist our Association in some funding mechanism if very large amounts of capital were involved. You provided me with a copy of the current legislation in this regard.

On Friday, May 3, 1996, Mark Cohen and I as members of the Executive Committee for our Association met with you and your Finance Director to further discuss this area as well as other issues concerning the Prospector Square Development. The meeting was very helpful and informative. Your explanation of the "Parking and Business Improvement District" answered many of our questions about one possible funding mechanism that could be of some use to our Association. We also had a general discussion about the "parking issues" that the entire community is facing. Our discussion covered such items as: mass transportation; the use of remote parking areas; parking structures within our development area; acquisition of property to remove future demand, provide additional landscape, surface parking or parking structures; and different methods of parking for pay.

You explained some of the things the City is doing in this regard and mentioned how the City is using the Capital Improvements Budget to address some of these issues. You indicated that the Council is beginning to review this budget and various requests for the use of these funds.

You pointed out that a "Parking and Business Improvement District" needed a specific plan in order to be implemented. You indicated that the cost of a feasibility study to determine such a plan could be included as a request to the City Council as a budget item in their Capital Improvements Plan (CIP).

Accordingly, the Prospector Square Property Owners Association would like to make a formal request to the City Council that they include a "feasibility study" for parking issues in the Prospector Square area in the CIP budget. This study would be similar to the recently completed parking study completed for the Main Street area. Based on our discussions, you are aware of the issues and concerns and could explain them in your presentation to the Council. If you need any additional detail on this request from our Association we would be eager to respond. Please let me know.

Again, thank you for taking your time to meet with us.

Sincerely,

Dean S. Berrett

Dean S. Berrett
Board Member

cc Mayor Brad Olch

10 May 1996

MEMORANDUM

TO: Toby Ross
City Manager

FROM: F.M. Bell
Chief of Police

SUBJECT: Old Bus Barn Renovation and Potential Uses

Jerry Gibbs and I have examined the old bus barn (behind Anderson Lumber) and have determined that the building provides several good options for future use, but is in need of significant repair and refurbishment. We recommend that funds be dedicated within the Capital Improvements Budget to bring this building into a more useable condition.

Background- The building is a prefabricated metal building with a concrete floor and a few windows. It is a large building (about 140 by 40 feet) and has a large parking/driveway area attached. It is fenced on three sides. It contains five bays once used for bus storage, an office, two restrooms (non-functioning) and some storage space. It is presently used as garage space for police vehicles and public works equipment, and storage for street signs. Two bays and the office area have been given to the EMS Association for ambulance storage and office space. They will soon be relocating to the various fire stations as a part of the EMS reorganization undertaken by the county. The property also has a large fenced area where the water department stores various heavy materials. The building is presently being occupied by several cats and presumably an adequate supply of mice.

Potential Uses for the Building - Because much of the building is already garage space, it can continue to be used as police vehicle parking and overflow from Public Works. The office area and restrooms could be upgraded for use as change out areas and lockers rooms for police officers and other city employees who work in the field. At least one of the bays and the upstairs storage area could be cleaned up for containerized storage for city departments thus relieving us of the necessity to rent storage garages, and perhaps freeing up some space in the Marsac Building.

A second option might be to consider this as the recycling center site. The building is of the size contemplated by the recycling folks and has sufficient parking and driveway space as well. It is centrally located, but is easily secured when not open for business. We could then use the space in the new public works facility once dedicated to the recycling building for police vehicle and general storage for the city. Though we have not had an opportunity to examine this option in detail, it might allow for some cost savings for the public works site. We believe the cost of renovating the building and replacing the current uses in another area would likely be less than the $200,000 cost of a new recycling building.

What Needs to Be Done- The building has been neglected for many years. Some of the exterior metal sheeting needs replacement as does much of the interior insulation. It is presently heated by large overhead space heaters which may not meet current codes. Water has been shut off for many years. It will need a new water line and new plumbing. Electrical systems probably need upgrading as well. The cement floor is much as it was when the buses left, and the old maintenance pits need to be filled in. It needs new interior doors and windows, and while the bay doors still function, they have been a continuing maintenance problem. The interior walls need to be paneled to protect the insulation. The parking area needs to be graded and resurfaced to improve drainage. It needs to be fire sprinkled. Some sort of protection needs to be built along the rear of the building to protect the siding from lumber moved in and out of storage at Anderson Lumber (a number of holes have been poked in the rear of the building).

Costs - Though we have only begun to look at this building as a space resource, we believe it could be brought up to useable condition for about $50,000, though costs for full functionality may be somewhat higher. We have contacted a metal building company to examine the structure for a more accurate estimate. Much of the work could be done by our in house contractors.

Other Options - Though again we have not explored the possibilities, this building is located in the industrial area and it might be desirable property for someone like Anderson Lumber looking to expand. However, its private sector uses may be limited by the relatively isolated lot and its proximity to high voltage overhead electrical lines. The neighbors aren't much to look at either.

The building could be torn down and the property used by the city to construct something else for public use.

We don't have to do anything. However, the building would continue to deteriorate, and might eventually face condemnation as a dangerous building. It is also somewhat of an eyesore (though there are few folks around who would care) and we may be subject to future public criticism.

DATE: May 14, 1996

DEPARTMENT: Leisure Services/Parks and Library

AUTHOR: Pat Montgomery, Library Director

TITLE: Education Center Landscaping

TYPE OF ITEM: Budget Request - Information Update

This is an addendum to the staff report prepared by Pace Erickson, dated May 9, and included in last week's Council packet. This information is based on recent meetings with the architect, with tenants of the Education Center building, and pursuant to meetings of the Library Board and the Friends of the Library Board. There are three areas of updated information.

1. Scope of project: The total project encompasses additional landscaping and beautification efforts for the front (east) side of the building as well as additional landscaping for the north side of the building where the open field begins. The illustration in last week's packet did not clearly show the scope of the project. Landscaping on the north side of the building is proposed to alleviate the blandness of the large grey wall and to shield the trash dumpster and utility boxes from public view. Additional trees, greenery and benches on the north side also makes a nice transition to the open field in that area.

2. Revised cost estimate: Revised figures from the architect indicate this is about a $51,000 project. The revised budget request is for $38,000, which is proposed to be a CIP budget allocation funded from the lower Park Avenue RDA fund. The remainder of the project would be funded from fund-raising efforts by a coalition of the interested tenants in the Library/Education Center. This is roughly a 75% - 25% funding match.

3. Fund raising efforts: The Library Board and the Friends of the Library Board have passed resolutions of support for this project and have appointed individuals to coordinate the fund raising efforts among the tenants and within the community. The University of Utah has drafted a letter affirming their support for the project. Expressions of support have also been received from Soaring Wings Montessori School and the Winter School private high school.

Recommendation: Approve the $38,000 CIP budget request to complete the landscaping at the Library/Education Center.

THE UNIVERSITY OF UTAH

DATE: May 13, 1996
TO: Park City City Council
FROM: University of Utah - Park City
Fred J. Hillyard, Director Fred
SUBJECT: Resolution of Support for Reading Garden

The University of Utah - Park City enthusiasticaly supports the proposal to establish a reading garden on the grounds of the Park City Library and Education Center. On the main campus of the University, there are many such outdoor bench areas. They are favorite places for students to read and study. I am sure the Park City Library reading garden would be a very popular place for high school and college students and the general population as well.

The potential of using the Park City Library reading garden as an outdoor classroom for small University classes during the Spring and Summer quarters is of special interest. Our academic program in Park City has grown to the point that we often do not have an Education Center classroom for all are classes. We are forced to use School District classroom space on a regular basis.

The University of Utah - Park City encourages the City Council to allocate budget authority to the Park City Library in FY 96-97 for this important community project. The University of Utah - Park City is willing to participate in a fund raising effort if the approved budget authority falls short of the needed funding for the Park City Library reading garden and adjacent landscaping.

Division of Continuing Education
Park City/University of Utah
P.O. Box 4469
1255 Park Avenue
Park City, Utah 84060

PARK CITY
1884

COUNCIL AGENDA REPORT

DATE: May 13,1996
DEPARTMENT: Public Affairs
AUTHOR: Jennifer Harrington
TOPIC: Entry Corridor Master Plan Revisions
TYPE OF ACTION: Hearing

SUMMARY RECOMMENDATIONS: Authorize the staff to prepare changes to the Entry Corridor Master Plan documents to reflect the Parks, Recreation, and Beautification Advisory Board's recommendations.

DESCRIPTION:

A. Topic Entry Corridor Master Plan Revisions.

B. Background In preparation for seeking funds and preparing to continue trail construction along the entry corridor, the staff initiated a request to the Advisory Board to recommend specific trail routing priorities to the City Council for adoption. The current adopted Entryway Corridor Master Plan only identifies a number of optional trail routes. The Advisory Board studied the various options, visited the site and other trail systems, came up with a series of options, held a public meeting, and adopted the following recommendations in order of priority for the City Councils consideration and adoption.

1. An 8' wide soft-surfaced trail with a 12'-14' wide clearance be located on the upper trail alignment for mountain biking, walking, jogging, horse back riding, cross country skiing, and interpretation.
   - The Advisory Board would like to see an annual review of use and impacts to determine if limiting use or users in specific areas is warranted.
   - The extra clearance would allow cross country ski track setting equipment access and future width expansion if paving is desired.

2. A 10' wide paved plus 4' wide soft-surfaced trail along the east side of the highway from Meadows Drive north for multiple non-motorized users.

3. A 2' wide soft-surfaced trail along the stream corridor for walking, interpretation, and fishing access. It is recommended that this trail dead end at the north end where the stream from the Ivers property intersects McLeod Creek and where high quality wetlands are located.

The first priority trail alignment and proposed uses will require an amendment to the Entryway Corridor Master Plan as the currently adopted Master Plan specifically excludes horses on the west side of the highway. The adopted Master Plan establishes a specific process for changes to the plan as itemized below.

1. Amendments may be initiated by the Park City staff, the Parks, Recreation, and Beautification Advisory Board or the City Council.

2. The Parks, Recreation, and Beautification Advisory Board will review the amendment request at a publicly noticed meeting and recommend an action to the City Council. Any amendment that would conflict with the General Plan would also be referred to the Planning Commission for recommendation to the City Council.

3. The City Council may approve, deny or modify the amendment request following a duly noticed public hearing.

Since the recommendations do not involve any changes to the General Plan, these recommendations have not been reviewed by the Planning Commission.

C. Analysis The Parks, Recreation, and Beautification Advisory Board considered a variety of optional routes, visited the site, visited other trails systems in the intermountain region, and solicited input from various potential user groups. Visual and environmental impacts and opportunities, the currently adopted Trails Master Plan and Entry Corridor Master Plan, desired trail and recreation uses and users, wetland impacts and interpretive opportunities, and potential trail user experience were identified and considered in an evaluation criteria matrix.

D. Department Review

ALTERNATIVES:

A. Approve the Request Adopt the above recommendations in their entirety.

B. Modify the Request Adjust the recommendations based upon public input received during the May 16th Public Hearing.

C. Remand the Recommendation to the Parks, Recreation, and Beautification Advisory Board If there is information presented during the Public Hearing that warrents further consideration, remand the Advisory Board's recommendations back to them for further consideration.

D. Do Nothing This option may cause the staff to withdraw the recent grant request for Utah Non-Motorized Trails Grant funding.

SIGNIFICANT IMPACTS The inclusion of horseback use on the west side of U-224 will require the staff to incorporate that use in the design process. In general, when horses and mountain bikes are using the same trail, sight distances need to be increased. Also, trail surfacing must accommodate horse use. Hard pavement is generally not desirable. Aggregate size of soft surfacing should be small enough so rocks do not bruise the horse's feet. Trail head facilities may need to accommodate horse unloading. While environmental impacts from horse use are difficult to assess, especially before construction, horses are generally considered to have greater impact than hiking and jogging. Trail development within wetland areas are where impacts are potentially greatest. Final design should consider horse use. Trail tread wearing is generally accelerated with horse use over hiking use and different from mountain bike wear. Again, final design should consider horse use, especially where grades exceed 3-5%.

CONSEQUENCE OF NOT TAKING RECOMMENDED ACTION We may need to withdraw our Utah Non-Motorized Trails Grant application.

RECOMMENDATION Authorize the staff to prepare changes to the Entry Corridor Master Plan documents to reflect the Parks, Recreation, and Beautification Advisory Board's recommendations.

PARK CITY
1884

COUNCIL AGENDA REPORT

DATE: May 9, 1996
DEPARTMENT: Community Development Department
AUTHOR: Nora Seltenrich, Special Projects Manager
TITLE: Summit Watch Condominium Plat, Phase 3 and 3A
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Approve the Summit Watch Condominium Plat for Phases 3 and 3A.

DESCRIPTION:

A. **Topic.**

PROJECT STATISTICS:

Applicant:	Marriott Ownership Resorts, Inc. (MORI)
Location:	890 and 900 Main Street
Zoning:	HCB/HRC
Adjacent Land Uses:	Mixed Use Tourist Residential and Commercial
Date of Application:	February 16, 1996
Project Planner:	Nora Seltenrich
Staff Recommendation:	Conditional Approval

B. Background.

In November of 1994, the Planning Commission approved a revised MPD for the Summit Watch Project. Each phase has received Conditional Use Approval and design approval by the Town Lift Design Review Task Force. Phase 4, the final phase, received Conditional Use Approval from the Planning Commission on February 14, 1996. I have attached a copy of that staff report for your information. The Planning Commission forwarded a positive recommendation to the City Council on this final plat request.

This request is for approval of the final condominium plat for the final phase of the Summit Watch Project. A final plat must be recorded with the County in order for Marriott to sell ownership interests to other parties. All of the other phases have received final plat approvals which have been recorded with the County. This plat is referred to as Phases 3 and 3A, but represents the platting of the final phase of the project (Phase 4 CUP).

C. Analysis

The final phase of the Summit Watch project consists of the last 2 structures to be built on the east side of Main Street, Buildings A5 and A6. Building A5 fronts Main Street and Building A6 fronts Deer Valley Drive. Between the structures is a continuation of the pedestrian plaza. Building A5 contains commercial at the plaza level with 2 levels of residential above and continues the Main Street Theme. Building A6 contains plaza level commercial with 3 levels of residential above and is more of a mining theme. The two buildings contain 53 units of about 1250 sq ft (33.13 unit equivalents) and 17369 of gross commercial space (or about 14,000 sq ft of net commercial). The residential units will be interval ownership units managed by MORI. The total residential unit number for the Summit Watch Project is 135 units and approximately 41,000 sq ft of net commercial space.

D. Department Review.

The City Engineer and City Attorney have reviewed the proposed plat.

RECOMMENDATION:

The staff recommends approval of the condominium plat for 890 and 900 Main Street based upon the following:

Findings of Fact:

1. The plat is a third supplemental record of survey for the Summit Watch Project which condominiumizes Buildings A5 and A6.

2. The plat is consistent with the Planning Commission Conditional Use Approval dated February 14, 1996.

3. The project contains some plaza area of common ownership which has not been approved for outdoor uses.

Conclusions of Law:

1. The plat is consistent with the Park City Land Management Code and the Utah Code.

2. The approval of the plat does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Engineer and City Attorney shall review and approve the plat and Conditions, Covenants and Restrictions prior to recordation for compliance with the Land Management Code, the Utah Condominium Ownership Act and conditions of approval.

2. Any uses on the plaza will require a separate conditional use permit.

3. All conditions of approval for the Planning Commission's Conditional Use approval for Phase 4 attached hereto remain in full force and effect.

4. An affordable housing agreement, or adequate security in a form approved by the City Attorney, that guarantees the satisfaction of the obligation of the Summit Watch Project under the terms of the 1992 amendment to the 1982 agreement shall be executed prior to plat recordation.

Ordinance No. 96-

AN ORDINANCE APPROVING A CONDOMINIUM PLAT FOR PHASES 3 AND 3A OF THE SUMMIT WATCH AT PARK CITY, AN EXPANDABLE UTAH CONDOMINIUM PROJECT LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, PARK CITY, UTAH

WHEREAS, the owners of the property indicated above, Summit Watch of Park City, petitioned the Planning Commission for approval of a condominium plat for a phase of a Master Planned Development known as Summit Watch, or the Town Lift Project, consisting of buildings A5 and A6 of the Summit Watch Project located at 890 and 900 Main Street , Park City, Utah; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing on April 24, 1996; and

WHEREAS, on April 24, 1996, the Planning Commission forwarded a positive recommendation for approval to the City Council; and

WHEREAS, the plat is consistent with the revised Large Scale Master Plan approved by the Planning Commission on November 30, 1994 and the Conditional Use Approval for this phase of the project granted on February 14, 1996; and

WHEREAS, it is in the best interest of Park City, Utah to approve the condominium plat; and

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

SECTION 1. FINDINGS OF FACT.

1. The plat is a third supplemental record of survey for the Summit Watch Project which condominiumizes Buildings A5 and A6.

2. The plat is consistent with the Planning Commission Conditional Use Approval dated February 14, 1996.

3. The project contains some plaza area of common ownership which has not been approved for outdoor uses.

SECTION 2. CONCLUSIONS OF LAW

1. The plat is consistent with the Park City Land Management Code and the Utah Code.

2. The approval of the plat does not adversely affect the health, safety and welfare of the citizens of Park City.

SECTION 3. CONDITIONS OF APPROVAL. The Third Supplemental Record of Survey for Phases 3 and 3a of Summit Watch at Park City, attached as exhibit A, is hereby approved subject to the following conditions:

1. The City Engineer and City Attorney shall review and approve the plat and Conditions, Covenants and Restrictions prior to recordation for compliance with the Land Management Code, the Utah Condominium Ownership Act and conditions of approval.

2. Any uses on the plaza will require a separate conditional use permit.

3. All conditions of approval for the Planning Commission's Conditional Use approval for Phase 4 attached hereto remain in full force and effect.

4. An affordable housing agreement, or adequate security in a form approved by the City Attorney, that guarantees the satisfaction of the obligation of the Summit Watch Project under the terms of the 1992 amendment to the 1982 agreement shall be executed prior to plat recordation.

SECTION 4. EFFECTIVE DATE. The Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 16th day of May, 1996.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Anita L. Sheldon, City Recorder

Approved as to form:

____

Mark D. Harrington, Assistant City Attorney

EXPANDABLE AREA 1

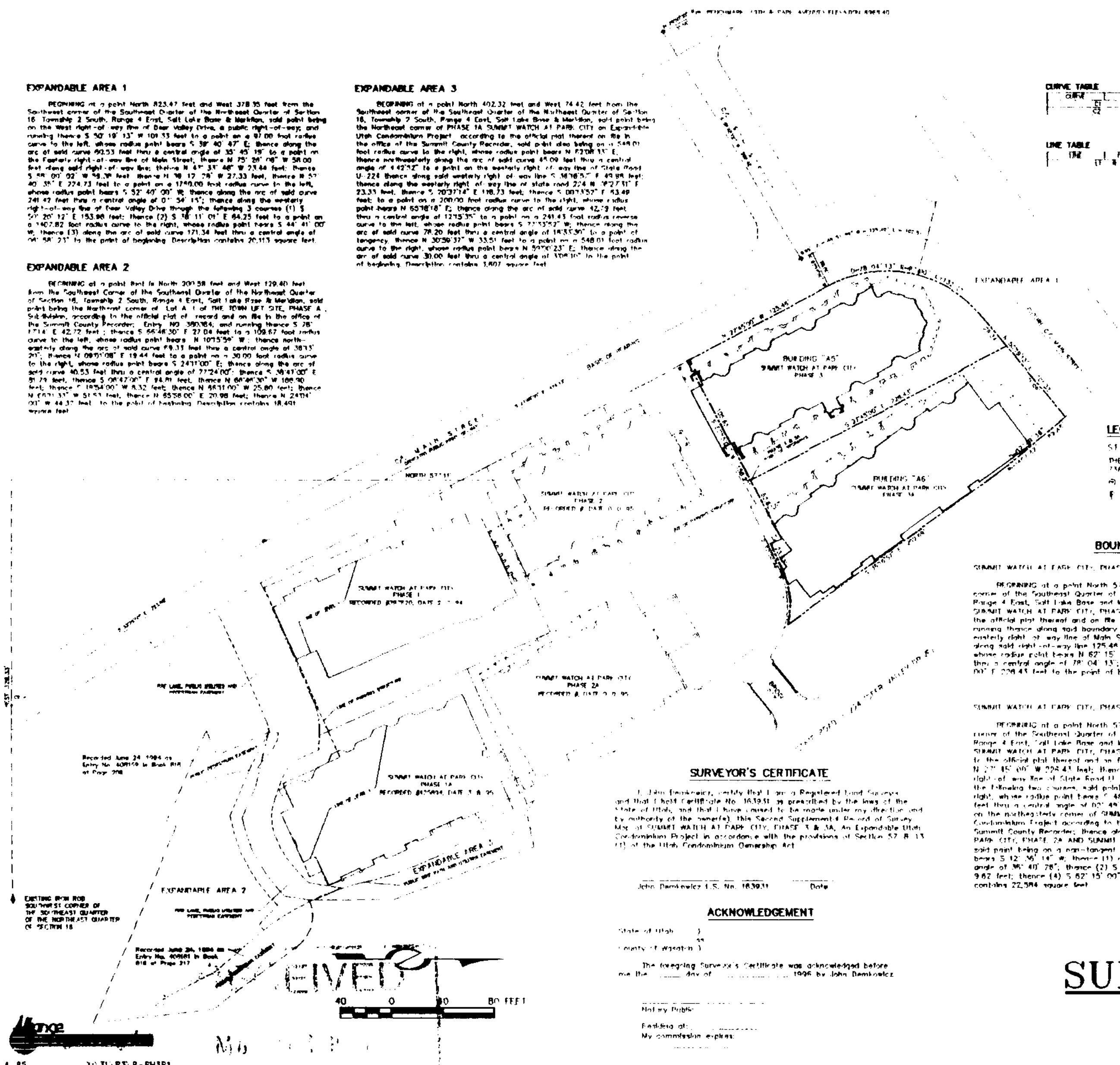
BEGINNING at a point North 823.47 feet and West 378.35 feet from the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian, said point being on the West right-of-way line of Deer Valley Drive, a public right-of-way; and running thence S 50° 19' 13" W 101.33 feet to a point on a 97.00 foot radius curve to the left, whose radius point bears S 39° 40' 47" E; thence along the arc of said curve 60.53 feet thru a central angle of 35° 45' 19" to a point on the Easterly right-of-way line of Main Street; thence N 75° 26' 08" W 58.00 feet along said right-of-way line; thence N 41° 33' 46" W 23.44 feet; thence S 58° 00' 02" W 98.38 feet; thence N 36° 17' 28" W 27.33 feet, thence N 57° 40' 35" E 224.73 feet to a point on a 1750.00 foot radius curve to the left, whose radius point bears S 32° 40' 00" W; thence along the arc of said curve 241.42 feet thru a central angle of 0°' 54' 15"; thence along the westerly right-of-way line of Deer Valley Drive through the following 3 courses (1) S 57° 20' 12" E 153.98 feet; thence (2) S 38° 11' 01" E 64.25 feet to a point on a 1407.82 foot radius curve to the right, whose radius point bears S 44° 41' 00" W; thence (3) along the arc of said curve 171.34 feet thru a central angle of 06° 58' 23" to the point of beginning. Description contains 20,113 square feet.

EXPANDABLE AREA 2

BEGINNING at a point that is North 209.58 feet and West 129.40 feet from the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian, said point being the Northeast corner of Lot A 1 of THE TOWN LIFT SITE, PHASE A, Subdivision, according to the official plat of record and on file in the office of the Summit County Recorder; Entry NO 380384; and running thence S 78° 17'14" E 42.72 feet; thence S 56°48'30" E 27.04 feet to a 109.67 foot radius curve to the left, whose radius point bears N 10°15'59" W; thence northeasterly along the arc of said curve 69.33 feet thru a central angle of 38°13' 20"; thence N 09°01'08" E 19.44 feet to a point on a 30.00 foot radius curve to the right, whose radius point bears S 24°11'00" E; thence along the arc of said curve 40.53 feet thru a central angle of 77°24'00"; thence S 38°41'00" E 51.79 feet, thence S 06°47'00" E 94.81 feet, thence N 60°46'30" W 106.90 feet; thence S 19°54'00" W 8.32 feet; thence N 65°31'00" W 25.80 feet; thence N 60°31'33" W 51.53 feet, thence N 65°58'00" E 20.98 feet; thence N 24°04' 00" W 44.37 feet to the point of beginning. Description contains 18,491 square feet.

EXPANDABLE AREA 3

BEGINNING at a point North 402.32 feet and West 74.42 feet from the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian, said point being the Northeast corner of PHASE 1A SUMMIT WATCH AT PARK CITY an Expandable Utah Condominium Project according to the official plat thereof on file in the office of the Summit County Recorder, said point also being on a 548.01 foot radius curve to the right, whose radius point bears N 83°08'33" E, thence northwesterly along the arc of said curve 45.09 feet thru a central angle of 4°42'52" to a point on the westerly right of way line of State Road U-224 thence along said westerly right of way line S 38°18'57" E 49.98 feet; thence along the westerly right of way line of state road 224 N 29°27'31" E 23.33 feet, thence S 20°37'14" E 118.73 feet; thence S 00°33'57" E 53.49 feet; to a point on a 200.00 foot radius curve to the right, whose radius point bears N 65°18'18" E; thence along the arc of said curve 42.79 feet thru a central angle of 12°15'35" to a point on a 241.43 foot radius reverse curve to the left, whose radius point bears S 77°33'53" W; thence along the arc of said curve 78.20 feet thru a central angle of 18°33'30" to a point of tangency, thence N 30°59'37" W 33.51 feet to a point on a 548.01 foot radius curve to the right, whose radius point bears N 59°00'23" E; thence along the arc of said curve 30.00 feet thru a central angle of 3°08'10" to the point of beginning. Description contains 3,607 square feet.



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
C1	87.67	43.31	[illegible]
C2	221.00	12.20	03°09'47"

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N 24°04'12" W	9.62

NOTE: SUMMIT WATCH AT PARK CITY IS SERVED BY A "COMMON" SEWER LATERAL AND THAT OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF THE COMMON LATERAL IS THE UNIT OWNERS.

LEGEND

S.F. REPRESENTS SQUARE FEET

THE STREET ADDRESS OF SUMMIT WATCH AT PARK CITY IS 738 MAIN STREET

⊕ INDICATES STREET MONUMENT

℄ PROPERTY LINE

BOUNDARY DESCRIPTION

SUMMIT WATCH AT PARK CITY, PHASE 3

BEGINNING at a point North 577.11 feet and West 328.33 feet from the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the northerly boundary of SUMMIT WATCH AT PARK CITY, PHASE 2 an Expandable Utah Condominium Project according the official plat thereof and on file in the office of the Summit County Recorder; and running thence along said boundary line S 62° 15' 00" W 105.65 feet to a point on the easterly right of way line of Main Street, a public right-of-way; thence N 27° 45' 00" W along said right-of-way line 125.46 feet to a point on a 97.00 foot radius curve to the right, whose radius point bears N 62° 15' 00" E; thence along the arc of said curve 132.17 feet thru a central angle of 78° 04' 13"; thence N 50° 19' 13" E 29.34 feet, thence S 27° 45' 00" E 226.43 feet to the point of beginning. Description contains 21,525 square feet.

SUMMIT WATCH AT PARK CITY, PHASE 3A

BEGINNING at a point North 577.11 feet and West 328.33 feet from the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the northerly boundary of SUMMIT WATCH AT PARK CITY, PHASE 2 an Expandable Utah Condominium Project according to the official plat thereof and on file in the office of the Summit County Recorder; thence N 27° 45' 00" W 226.43 feet; thence N 50° 19' 13" E 71.09 feet to a point on the westerly right-of-way line of State Road U-224 (Deer Valley Drive), thence along said right-of-way line the following two courses, said point being on a non-tangent 1407.82 foot radius curve to the right, whose radius point bears S 48° 49' 42" W, thence (1) along the arc of said curve 59.46 feet thru a central angle of 02° 49' 36", (2) thence S 30° 18' 57" E 202.69 feet to a point on the northeasterly corner of SUMMIT WATCH AT PARK CITY, PHASE 2A an Expandable Utah Condominium Project according to the official plat thereof and on file in the office of the Summit County Recorder; thence along the northerly boundary line of SUMMIT WATCH AT PARK CITY, PHASE 2A AND SUMMIT WATCH AT PARK CITY, PHASE 2 the following four courses, said point being on a non-tangent 87.67 foot radius curve to the left, whose radius point bears S 12° 36' 14" W, thence (1) along the arc of said curve 43.31 feet thru a central angle of 36° 40' 26", thence (2) S 65° 55' 48" W 23.53 feet; thence (3) N 24° 04' 12" W 9.62 feet; thence (4) S 62° 15' 00" W 52.62 feet to the point of beginning. Description contains 22,394 square feet.

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 authority of the owner(s), this Second Supplemental Record of Survey Map of SUMMIT WATCH AT PARK CITY, PHASE 3 & 3A, An Expandable Utah Condominium Project in accordance with the provisions of Section 57-8-13 (1) of the Utah Condominium Ownership Act.

John Demkowicz L.S. No. 163931 _______ Date

ACKNOWLEDGEMENT

State of Utah)
ss
County of Wasatch)

The foregoing Surveyor's Certificate was acknowledged before me the ____ day of ________ 1996 by John Demkowicz

Notary Public

Residing at: ________

My commission expires: ________

CONSENT TO RECORD

Know all men by these presents, that the undersigned, McIntosh MR, Ltd., a Utah Limited Partnership, hereby consents to the recordation of this Third Supplemental Record of Survey Map in accordance with Utah Code Annotated 57-8-13, in its capacity as a contract purchaser, the undersigned also consents to the dedication to Park City Municipal Corporation, Snyderville Basin Sewer Improvement District, Park City Fire Protection District, and Summit County, any non-exclusive utility easements shown on this Third Supplemental Record of Survey Map for the purpose of providing utility service to the property and the installation, use, maintenance, and eventual replacement of utilities.

Executed this ______ day of ______________ 1996

McIntosh MR, Ltd
A Utah Limited Partnership

____
Harry F. Reed
Its General Partner

ACKNOWLEDGEMENT

State of ______________)
ss
County of ______________)

On the ______ day of ______________, 1996, personally appeared before me Harry F. Reed, who, being by me duly sworn, did say that he is a general partner in McIntosh MR, Ltd., A Utah Limited Partnership, and that the within and foregoing Dedication and Consent to Record was signed on behalf of said partnership, and said Harry F. Reed duly acknowledged to me that he executed the same on behalf of the partnership with proper authority.

____
Notary Public
My Commission Expires: ______________
Residing at ______________

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents, that the undersigned, Marriott Ownership Resorts, Inc., a Delaware Corporation, is the fee simple owner of the herein described tract of land Phase 3 & 3A and consents to the recordation of this Third Supplemental Record of Survey Map in accordance with Utah Code Annotated 57-8-13, subdividing the land into condominium ownership, and creating units, common areas, limited common areas, convertible spaces, and easements, all as set forth herein, to be known as SUMMIT WATCH AT PARK CITY, PHASE 3 & 3A. Also the undersigned dedicates to Park City Municipal Corporation, Snyderville Basin Sewer Improvement District, Park City Fire Protection District, and Summit County, any non-exclusive utility easements shown on this Third Supplemental Record of Survey Map for the purpose of providing utility service to the property, and the installation, use, maintenance and eventual replacement of utilities. The undersigned further certifies that the building will be built as shown.

Executed this ______ day of ______________, 1996.

Marriott Ownership Resorts, Inc.
A Delaware Corporation

By ______________
Its ______________

ACKNOWLEDGEMENT

State of ______________)
ss
County of ______________)

On the ______ day of ______________, 1996, personally appeared before me ______________, who, being by me duly sworn, did say that he is the ______________ of Marriott Ownership Resorts, Inc., A Delaware Corporation, and that the within and foregoing Owner's Dedication and Consent to Record was signed on behalf of said Corporation, and said ______________ duly acknowledged to me that said Corporation executed the same.

____
Notary Public
My Commission Expires: ______________
Residing at ______________

49

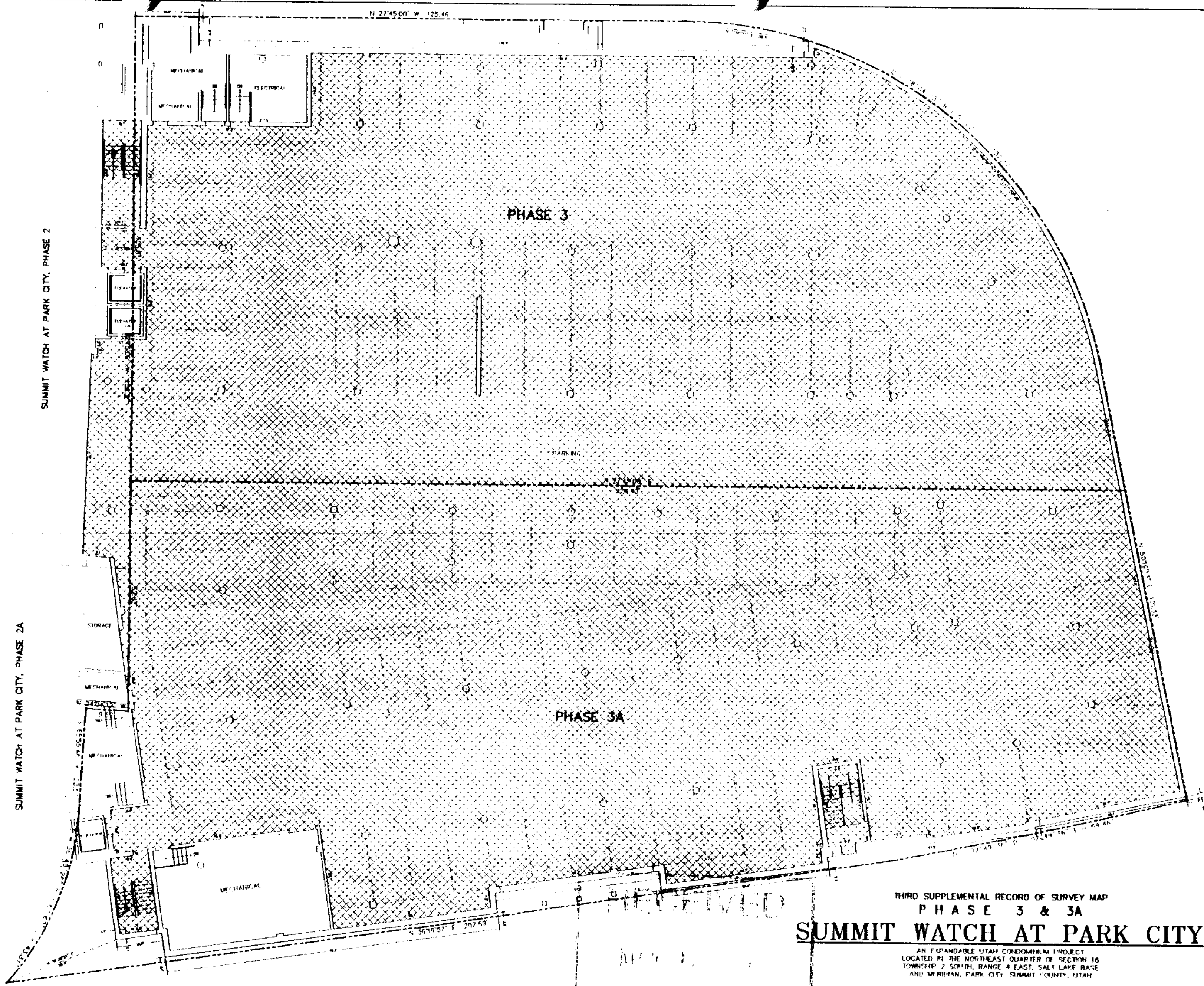
THIRD SUPPLEMENTAL RECORD OF SURVEY MAP
PHASE 3 & 3A
SUMMIT WATCH AT PARK CITY

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

4-4-95 Y:\TL\P3\P-PH3P1

ALLIANCE ENGINEERING INC.	SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT	PLANNING COMMISSION	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
P.O. BOX 2664 323 MAIN STREET PARK CITY, UTAH 84060 (801) 649 9467	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS ____ DAY OF ________ 1996 A.D. BY ________ S.B.S.I.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF ________, 1996 A.D. BY ________ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ________, 1996 A.D. BY ________ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF ________, 1996 A.D. BY ________ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF ________, 1996 A.D. BY ________ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ________ 1996 A.D. BY ________ MAYOR	STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ________ DATE ____ TIME ____ BOOK ____ PAGE ____ ________ FEE ________ RECORDER

EXHIBIT



NOTES:

1) THE LIMITED COMMON AREAS AND FACILITIES DEPICTED ON LEVEL 1 RELATING TO STAIRWAYS WHICH ASCEND TO LEVEL 2 AND ABOVE ARE RESERVED SOLELY FOR USE BY OWNERS OF RESIDENTIAL UNITS AND RESORT UNITS AND THEIR AUTHORIZED OCCUPANTS AND AGENTS. LIMITED COMMON AREAS AND FACILITIES DEPICTED ON LEVELS 2, 3, AND 4 ARE RESERVED SOLELY FOR USE BY OWNERS OF RESIDENTIAL UNITS AND RESORT UNITS AND THEIR AUTHORIZED OCCUPANTS AND AGENTS.

2) LEVEL 1 HALLWAY ALSO PROVIDES EMERGENCY EGRESS FOR CONVERTIBLE SPACE AS REQUIRED BY THE PARK CITY BUILDING CODE.

3) THE LIMITED COMMON AREAS AND FACILITIES DESIGNATED "LOBBY AND ACCESSORY USES" ARE APPURTENANT TO THE RESIDENTIAL UNITS AND RESORT UNITS.

LEGEND

S.F. REPRESENTS SQUARE FEET.

THE STREET ADDRESS OF SUMMIT WATCH AT PARK CITY IS 738 MAIN STREET.

⊕ INDICATES STREET MONUMENT

℄ PROPERTY LINE

NOTES:

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY COOPER JOHNSON SMITH ARCHITECTS, A.I.A.
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
5. BENCHMARK: SEE SHEET 1 OF 8 FOR LOCATION AND ELEVATION.

COMMON AREAS AND FACILITIES

PRIVATE OWNERSHIP

LIMITED COMMON AREAS AND FACILITIES (LCE)

CONVERTIBLE SPACE

CONVERTIBLE SPACE, CONVERTIBLE TO LIMITED COMMON AREAS AND FACILITIES

50

"A5" AND "A6" BUILDINGS
PARKING LEVEL

THIRD SUPPLEMENTAL RECORD OF SURVEY MAP
PHASE 3 & 3A

SUMMIT WATCH AT PARK CITY

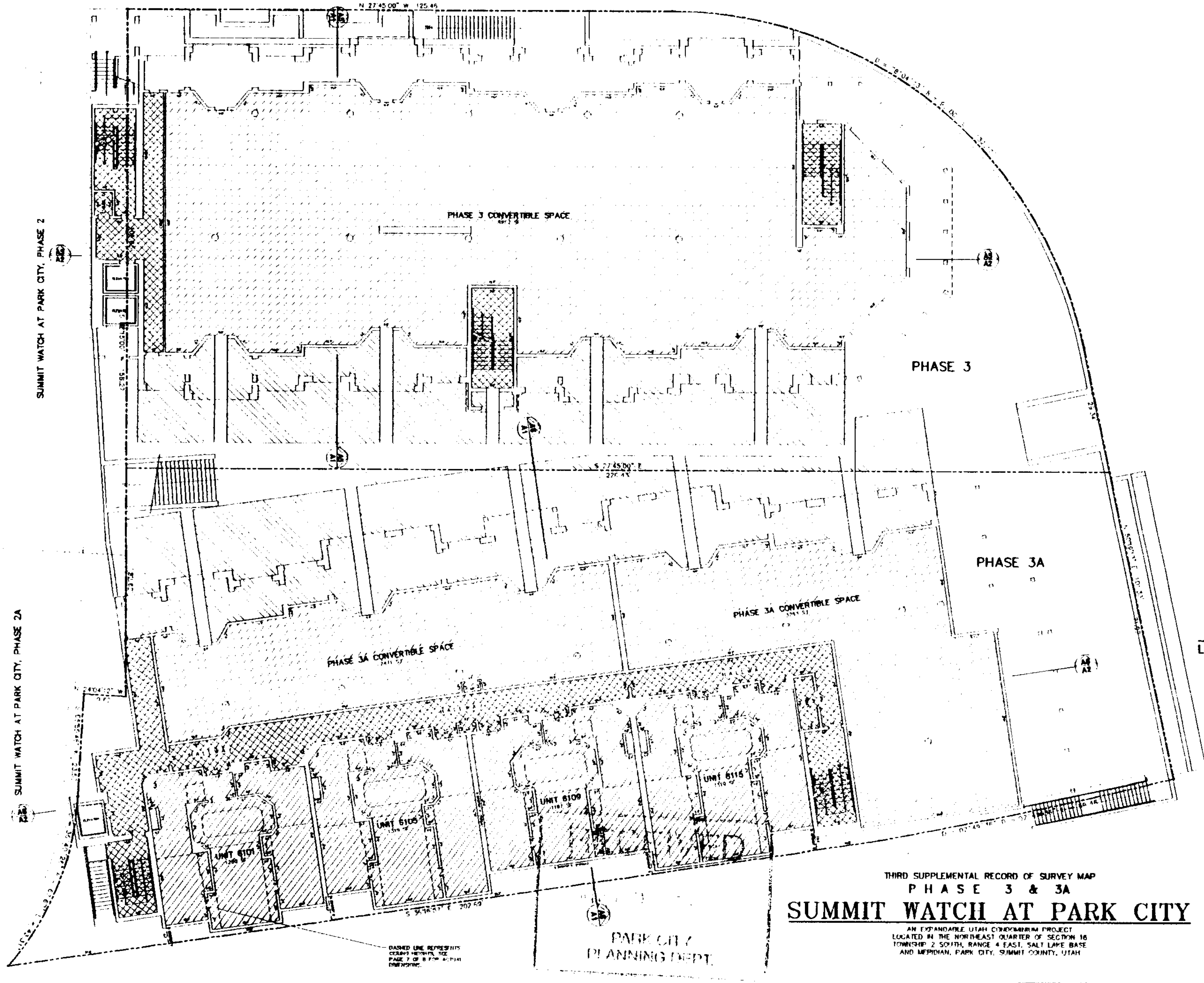
AN EXPANDABLE UTAH CONDOMINIUM PROJECT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

PAGE 2 OF 8

RECORDED
STATE OF UTAH COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF ______
DATE ______ TIME ______ BOOK ______ PAGE ______
FEE ______ RECORDER ______

JOB NO. 4-4-95 Y:\TL\P3\P-PH3P2

RECEIVED
PARK CITY
PLANNING DEPT.



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1) THE LIMITED COMMON AREAS AND FACILITIES DEPICTED ON LEVEL 1 RELATING TO STAIRWAYS WHICH ASCEND TO LEVEL 2 AND ABOVE ARE RESERVED SOLELY FOR USE BY OWNERS OF RESIDENTIAL UNITS AND RESORT UNITS AND THEIR AUTHORIZED OCCUPANTS AND AGENTS. LIMITED COMMON AREAS AND FACILITIES DEPICTED ON LEVELS 2, 3, AND 4 ARE RESERVED SOLELY FOR USE BY OWNERS OF RESIDENTIAL UNITS AND RESORT UNITS AND THEIR AUTHORIZED OCCUPANTS AND AGENTS.

2) LEVEL 1 HALLWAY ALSO PROVIDES EMERGENCY EGRESS FOR CONVERTIBLE SPACE AS REQUIRED BY THE PARK CITY BUILDING CODE.

3) THE LIMITED COMMON AREAS AND FACILITIES DESIGNATED "LOBBY AND ACCESSORY USES" ARE APPURTENANT TO THE RESIDENTIAL UNITS AND RESORT UNITS.

LEGEND

S.F. REPRESENTS SQUARE FEET.
THE STREET ADDRESS OF SUMMIT WATCH AT PARK CITY IS 738 MAIN STREET.
● INDICATES STREET MONUMENT
PROPERTY LINE

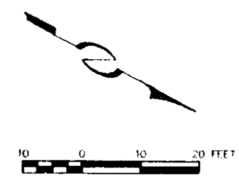
NOTES:

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY COOPER JOHNSON SMITH ARCHITECTS, A.I.A.
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
5. BENCHMARK: SEE SHEET 1 OF 8 FOR LOCATION AND ELEVATION.

51

COMMON AREAS AND FACILITIES
PRIVATE OWNERSHIP
LIMITED COMMON AREAS AND FACILITIES (LCE)
CONVERTIBLE SPACE
CONVERTIBLE SPACE, CONVERTIBLE TO LIMITED COMMON AREAS AND FACILITIES

"A5" AND "A6" BUILDINGS
LEVEL ONE COMMERICAL AND RESIDENTIAL



10 0 10 20 FEET

THIRD SUPPLEMENTAL RECORD OF SURVEY MAP
PHASE 3 & 3A

SUMMIT WATCH AT PARK CITY

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

RECORDED
STATE OF UTAH COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF ______
DATE ______ TIME ______ BOOK ______ PAGE ______
FEE ______ RECORDER ______

JOB NO. 4-4-95 Y:\TL\P3\P-PH3P3

NOTES:

1) THE LIMITED COMMON AREAS AND FACILITIES DEPICTED ON LEVEL 1 RELATING TO STAIRWAYS WHICH ASCEND TO LEVEL 2 AND ABOVE ARE RESERVED SOLELY FOR USE BY OWNERS OF RESIDENTIAL UNITS AND RESORT UNITS AND THEIR AUTHORIZED OCCUPANTS AND AGENTS. LIMITED COMMON AREAS AND FACILITIES DEPICTED ON LEVELS 2, 3, AND 4 ARE RESERVED SOLELY FOR USE BY OWNERS OF RESIDENTIAL UNITS AND RESORT UNITS AND THEIR AUTHORIZED OCCUPANTS AND AGENTS.

2) LEVEL 1 HALLWAY ALSO PROVIDES EMERGENCY EGRESS FOR CONVERTIBLE SPACE AS REQUIRED BY THE PARK CITY BUILDING CODE.

LEGEND

SF REPRESENTS SQUARE FEET

THE STREET ADDRESS OF SUMMIT WATCH AT PARK CITY IS 778 MAIN STREET.

INDICATES STREET MONUMENT

PROPERTY LINE

NOTES:

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY COOPER JOHNSON SMITH ARCHITECTS, A.I.A.
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
5. BENCHMARK: SEE SHEET 1 OF 8 FOR LOCATION AND ELEVATION.

COMMON AREAS AND FACILITIES

PRIVATE OWNERSHIP

LIMITED COMMON AREAS AND FACILITIES (LCE)

CONVERTIBLE SPACE

CONVERTIBLE SPACE, CONVERTIBLE TO LIMITED COMMON AREAS AND FACILITIES

42

"A5" AND "A6" BUILDINGS
LEVEL TWO RESIDENTIAL

10 0 10 20 FEET

THIRD SUPPLEMENTAL RECORD OF SURVEY MAP
PHASE 3 & 3A
SUMMIT WATCH AT PARK CITY
AN EXPANDABLE UTAH CONDOMINIUM PROJECT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

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STATE OF UTAH COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF ______
DATE ______ TIME ______ BOOK ______ PAGE ______
FEE ______ RECORDER

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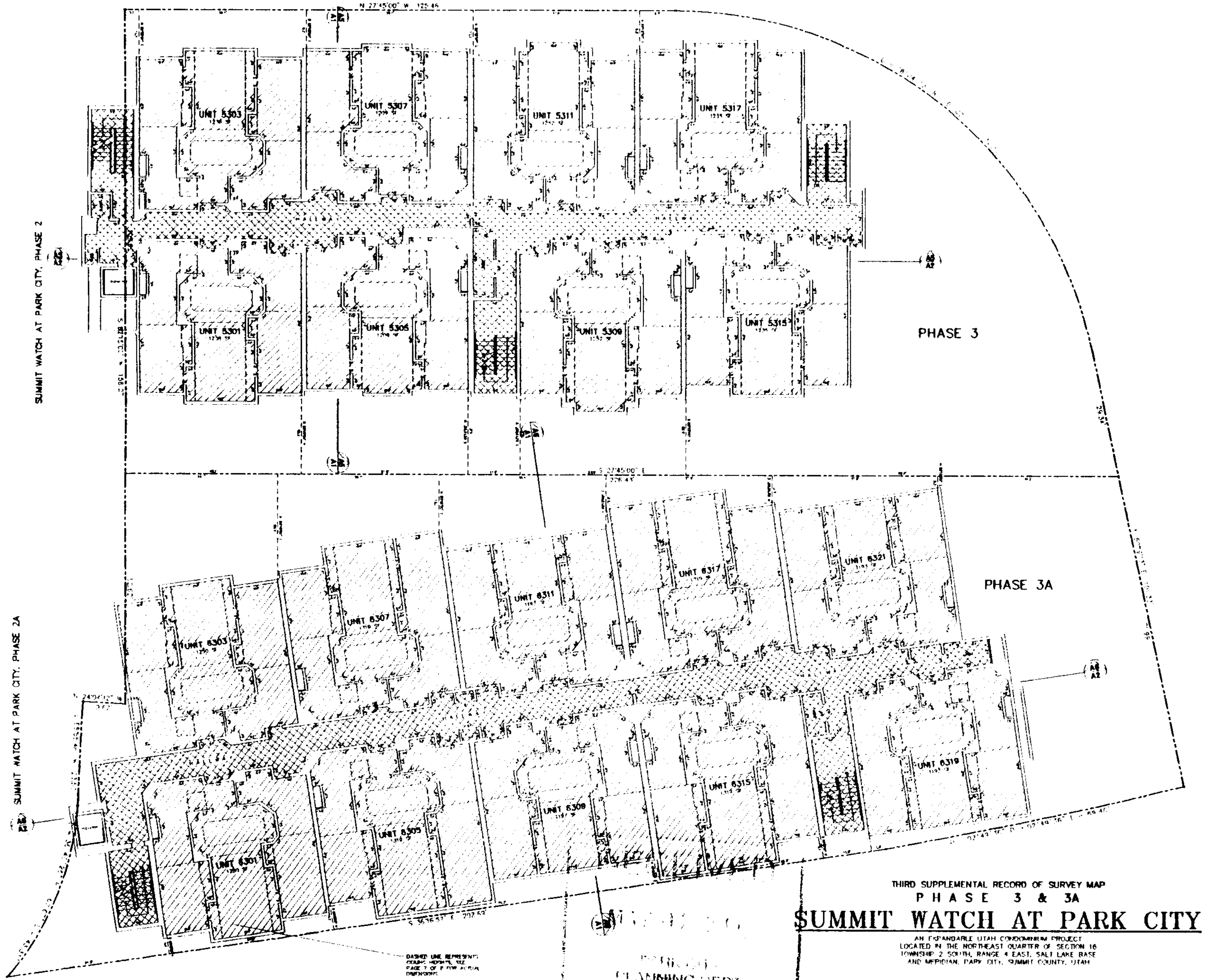

NOTES:

1) THE LIMITED COMMON AREAS AND FACILITIES DEPICTED ON LEVEL 1 RELATING TO STAIRWAYS WHICH ASCEND TO LEVEL 2 AND ABOVE ARE RESERVED SOLELY FOR USE BY OWNERS OF RESIDENTIAL UNITS AND RESORT UNITS AND THEIR AUTHORIZED OCCUPANTS AND AGENTS. LIMITED COMMON AREAS AND FACILITIES DEPICTED ON LEVELS 2, 3, AND 4 ARE RESERVED SOLELY FOR USE BY OWNERS OF RESIDENTIAL UNITS AND RESORT UNITS AND THEIR AUTHORIZED OCCUPANTS AND AGENTS.

2) LEVEL 1 HALLWAY ALSO PROVIDES EMERGENCY EGRESS FOR CONVERTIBLE SPACE AS REQUIRED BY THE PARK CITY BUILDING CODE.

LEGEND

S.F. REPRESENTS SQUARE FEET

THE STREET ADDRESS OF SUMMIT WATCH AT PARK CITY IS 738 MAIN STREET

◆ INDICATES STREET MONUMENT

℗ PROPERTY LINE

NOTES:

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY COOPER JOHNSON SMITH ARCHITECTS, A.I.A.
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3. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
5. BENCHMARK: SEE SHEET 1 OF 8 FOR LOCATION AND ELEVATION.

COMMON AREAS AND FACILITIES

PRIVATE OWNERSHIP

LIMITED COMMON AREAS AND FACILITIES (LCE)

CONVERTIBLE SPACE

CONVERTIBLE SPACE, CONVERTIBLE TO LIMITED COMMON AREAS AND FACILITIES

53

"A5" AND "A6" BUILDINGS
LEVEL THREE RESIDENTIAL

THIRD SUPPLEMENTAL RECORD OF SURVEY MAP

PHASE 3 & 3A

SUMMIT WATCH AT PARK CITY

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

JOB NO. 4-4-95 Y:\TL\P3\P-PH3P5

PAGE 5 OF 8

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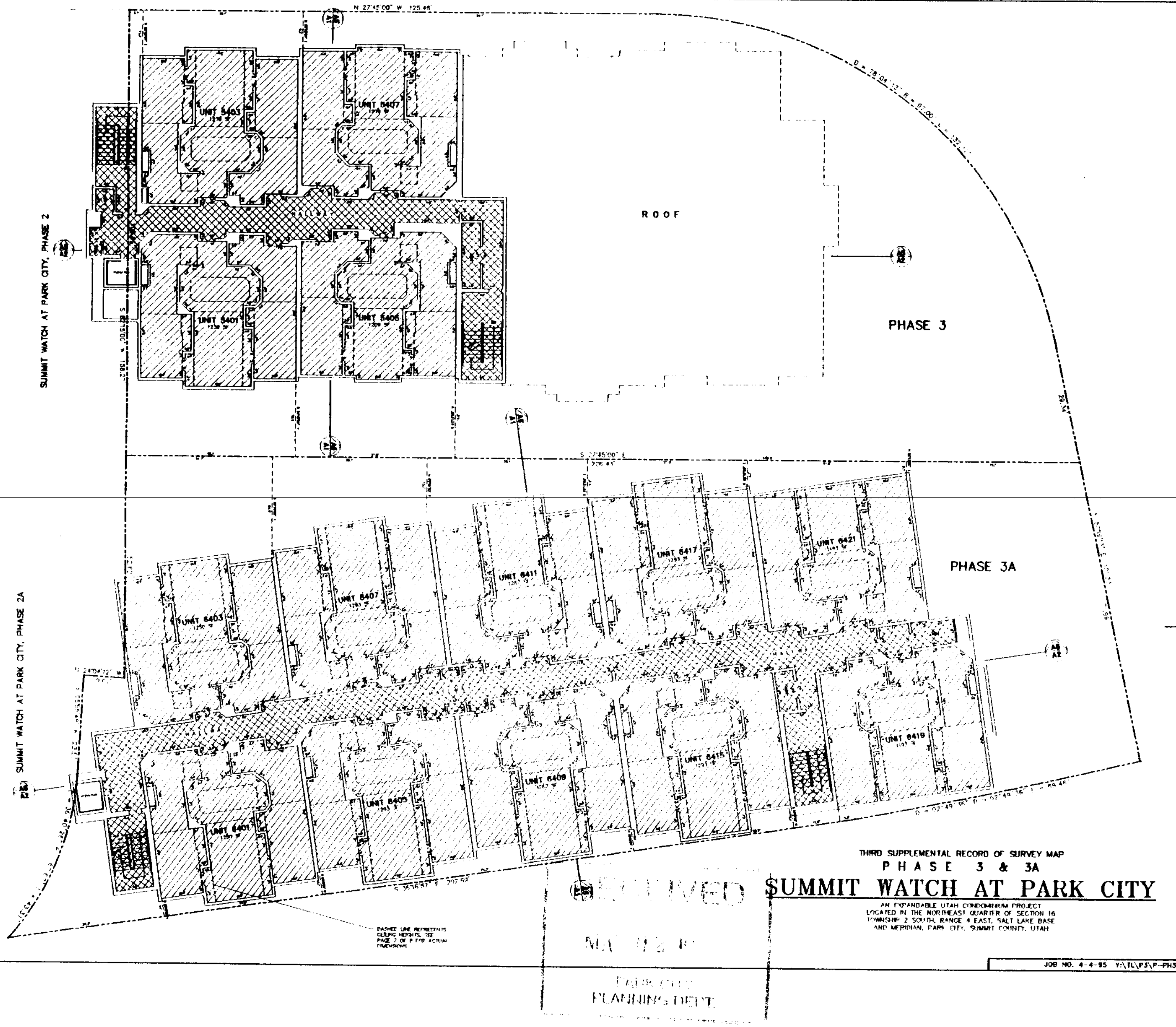
STATE OF UTAH COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF ____
DATE ____ TIME ____ BOOK ____ PAGE ____

FEE ____ RECORDER



NOTES:

1) THE LIMITED COMMON AREAS AND FACILITIES DEPICTED ON LEVEL 1 RELATING TO STAIRWAYS WHICH ASCEND TO LEVEL 2 AND ABOVE ARE RESERVED SOLELY FOR USE BY OWNERS OF RESIDENTIAL UNITS AND RESORT UNITS AND THEIR AUTHORIZED OCCUPANTS AND AGENTS. LIMITED COMMON AREAS AND FACILITIES DEPICTED ON LEVELS 2, 3, AND 4 ARE RESERVED SOLELY FOR USE BY OWNERS OF RESIDENTIAL UNITS AND RESORT UNITS AND THEIR AUTHORIZED OCCUPANTS AND AGENTS.

2) LEVEL 1 HALLWAY ALSO PROVIDES EMERGENCY EGRESS FOR CONVERTIBLE SPACE AS REQUIRED BY THE PARK CITY BUILDING CODE.

LEGEND

S.F. REPRESENTS SQUARE FEET.

THE STREET ADDRESS OF SUMMIT WATCH AT PARK CITY IS 738 MAIN STREET.

⊕ INDICATES STREET MONUMENT.

℄ PROPERTY LINE

NOTES:

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY COOPER JOHNSON SMITH ARCHITECTS, A.I.A.
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
5. BENCHMARK: SEE SHEET 1 OF 8 FOR LOCATION AND ELEVATION.

54

COMMON AREAS AND FACILITIES

PRIVATE OWNERSHIP

LIMITED COMMON AREAS AND FACILITIES (LCE)

CONVERTIBLE SPACE

CONVERTIBLE SPACE, CONVERTIBLE TO LIMITED COMMON AREAS AND FACILITIES

"A5" AND "A6" BUILDINGS

LEVEL FOUR RESIDENTIAL

10 0 10 20 FEET

THIRD SUPPLEMENTAL RECORD OF SURVEY MAP

PHASE 3 & 3A

SUMMIT WATCH AT PARK CITY

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

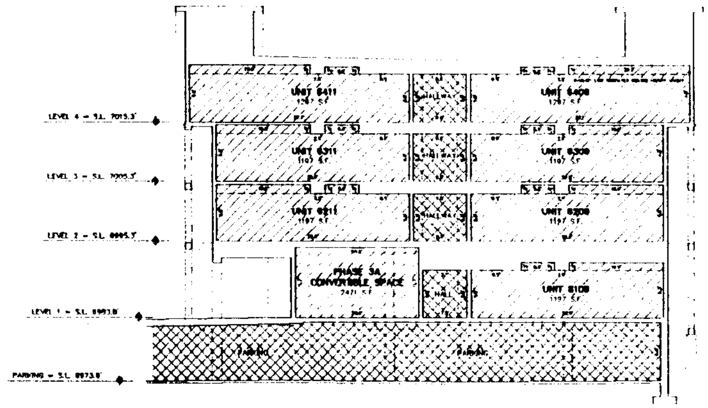
PAGE 8 OF 8

RECORDED

STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ______
DATE ______ TIME ______ BOOK ______ PAGE ______

FEE ______ RECORDER ______

JOB NO. 4-4-95 Y:\TL\P3\P-PH3P6



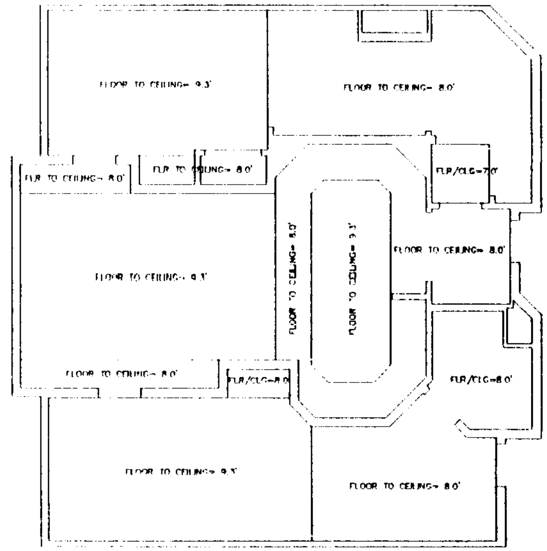
"A6" SECTION A1

NOTES:

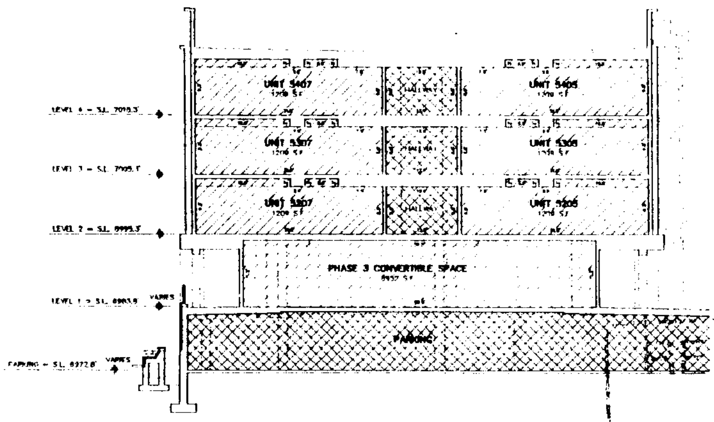
1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY COOPER JOHNSON SMITH ARCHITECTS, A.I.A.
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
5. BENCHMARK: SEE SHEET 1 OF 8 FOR LOCATION AND ELEVATION.
6. CONVERTIBLE SPACE, CONVERTIBLE TO LIMITED COMMON AREA WILL BE UNCOVERED OUTDOOR SPACE.

LEGEND

S.F. REPRESENTS SQUARE FEET.
S.L. REPRESENTS ELEVATION ABOVE SEA LEVEL.
F.G. REPRESENTS FINISH GRADE.



RESIDENTIAL UNIT CEILING HEIGHTS (Typical)



"A5" SECTION A1

COMMON AREAS AND FACILITIES
PRIVATE OWNERSHIP
LIMITED COMMON AREAS AND FACILITIES (LCE)
CONVERTIBLE SPACE
CONVERTIBLE SPACE, CONVERTIBLE TO LIMITED COMMON AREAS AND FACILITIES

10 0 10 20 FEET

THIRD SUPPLEMENTAL RECORD OF SURVEY MAP
PHASE 3 & 3A

SUMMIT WATCH AT PARK CITY

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

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RECORDED
STATE OF UTAH COUNTY OF SUMMIT AND FILED
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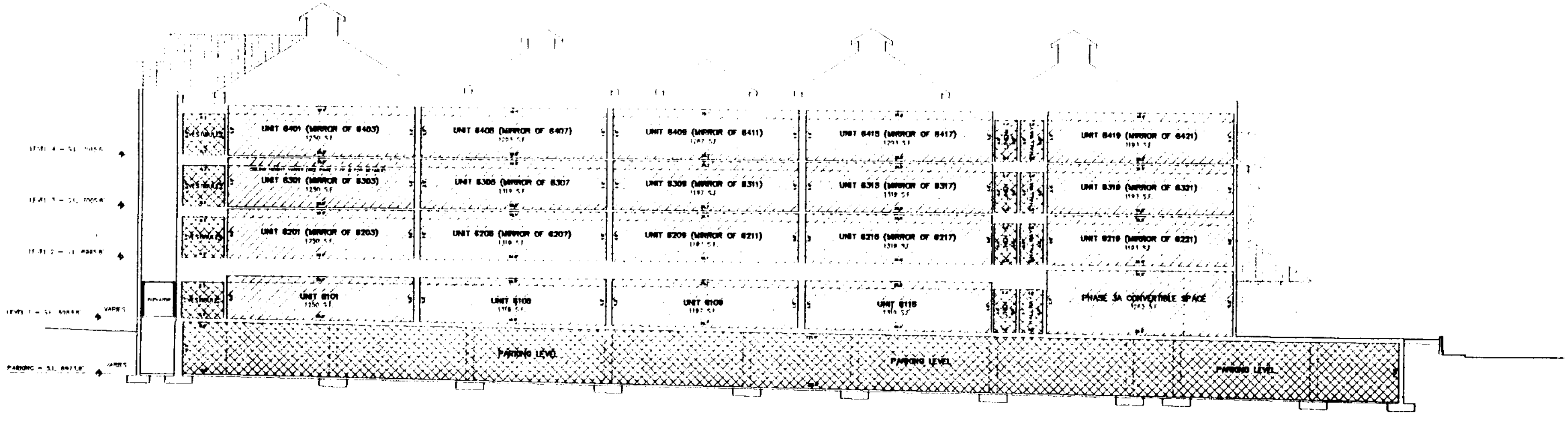
DATE ______ TIME ______ BOOK ______ PAGE ______
FEE ______ RECORDER ______

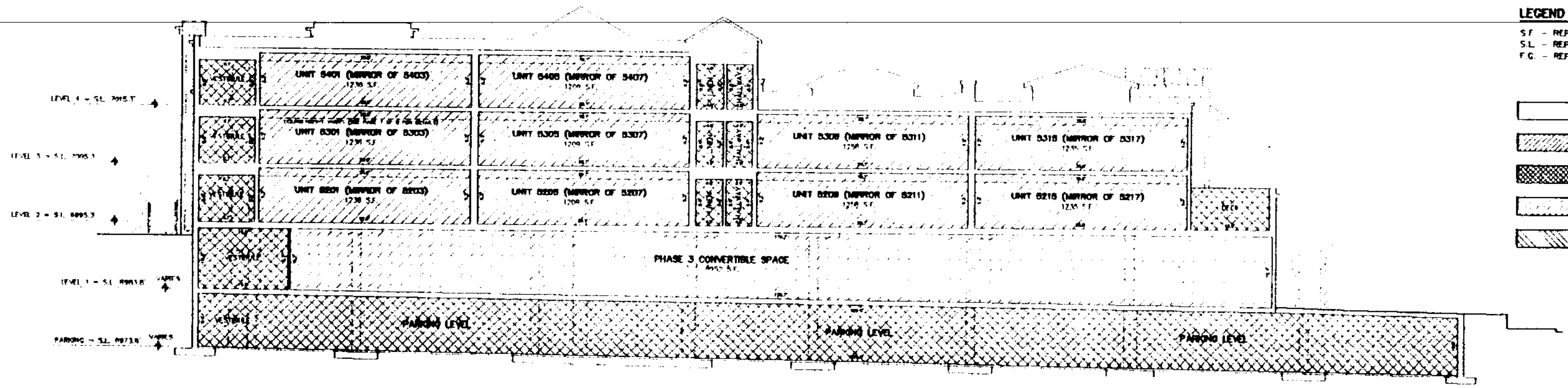
JOB NO. 4-4-95 Y:\TL\P3\P-PH3P7

PARK CITY PLANNING DEPT

55



"A6" SECTION A2



"A5" SECTION A2

LEGEND

S.F. – REPRESENTS SQUARE FEET.
S.L. – REPRESENTS ELEVATION ABOVE SEA LEVEL.
F.G. – REPRESENTS FINISH GRADE.

- COMMON AREAS AND FACILITIES
- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES (LCE)
- CONVERTIBLE SPACE
- CONVERTIBLE SPACE, CONVERTIBLE TO LIMITED COMMON AREAS AND FACILITIES

NOTE:

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY COOPER JOHNSON SMITH ARCHITECTS, A1.4
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
5. BENCHMARK: SEE SHEET 1 OF 8 FOR LOCATION AND ELEVATION.

10 0 10 20 FEET

THIRD SUPPLEMENTAL RECORD OF SURVEY MAP
PHASE 3 & 3A

SUMMIT WATCH AT PARK CITY

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

PAGE 8 OF 8

RECORDED
STATE OF UTAH COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF ________
DATE ______ TIME ______ BOOK ______ PAGE ______
______ FEE ______ RECORDER

JOB NO. 4-4-95 Y:\TL\P3\P-PH3P8

56

PARK CITY
1884

PLANNING COMMISSION REPORT

DATE:	~~April 18, 1996~~ Feb 9, 1996
DEPARTMENT:	**Planning Department**
AUTHOR:	**Nora L. Seltenrich**
TITLE:	**Summit Watch Phase 4**
TYPE OF ITEM:	**Conditional Use Request**

SUMMARY RECOMMENDATIONS: Conditional approval

DESCRIPTION:

A. Topic.

PROJECT STATISTICS:

Applicant:	Marriott Ownership Resorts, Inc. (MORI) McIntosh Mill, LTD. (MML)
Location:	890 and 900 Main Street
Zoning:	HCB/HRC
Adjacent Land Uses:	Mixed Use Tourist Residential and Commercial
Date of Application:	November 29, 1996
Project Planner:	Nora Seltenrich
Staff Recommendation:	Conditional approval

B. Background.

In November of 1994, the Planning Commission approved a revised MPD for the Summit Watch Project (aka Town Lift Project). Phases 2 and 3 subsequently received conditional use approvals and are under construction. The final phase, phase 4 is now requesting conditional use approval. The Town Lift Design Review Task Force granted final design approval for the phase in January, 1996.

Phase 4 of the Summit Watch project consists of the last 2 structures to be built on the east side of Main Street, Buildings A5 and A6. Building A5 fronts Main Street and Building A6 fronts Deer Valley Drive. Between the structures is a continuation of the pedestrian plaza. Building A5 contains commercial at the plaza level with 2 levels of residential above and continues the Main Street Theme. Building A6 contains plaza level commercial with 3 levels of residential above and is more of a mining theme. The two buildings contain 53 units of about 1250 sq ft (33.13 unit equivalents) and 17369 of gross commercial space (or about 14,000 sq ft of net commercial). The residential units will be interval ownership units managed by MORI. The total residential unit number for the Summit Watch Project is 135 units and approximately 41,000 sq ft of net commercial space. Please refer to plans you received with your last packet.

C. Analysis

Consistency with MPD

The proposed phase is consistent with the MPD approved in November of 1994. The applicants intent to proceed with construction of these two structures as soon as weather permits. Construction staging will be especially critical with this phase since it is the final phase. A detailed staging plan will be required prior to construction commencing on the phase.

Parking

The total number of spaces required for the project are 3 spaces/1000 sq ft of net leasable space and 1 space per 1000 sq ft of residential unit. This phase is adding 114 spaces which brings the total number of spaces for the project to 316. The total number of spaces required is 292.

Employee Housing

According to the 1992 amendment to the 1982 agreement relating to this property, the applicant has an obligation to provide employee housing. The housing requirement is based upon the buildout of the square footage of the project. The total obligation would be 6.75 units for the residential component and 3.28 for the commercial for a total obligation of 10 units. The developer is only obligated to provide the housing if the City is able to provide a site for the housing. The City has been negotiating with several property owners in the vicinity which would result in the construction of 8 employee housing units which would be applied toward this developer's obligation. The City Council has decided to move forward with the negotiation.

Plaza and landscape improvements

The applicant has submitted plazascape and landscape plans for areas associated with this last phase. They are generally consistent with the level of improvements for the balance of the project. The applicant is requesting that these requirements be decreased (see associated staff report on requested revisions).

Design

A copy of reduced plans is included in your packet for review. As mentioned, the Town Lift Design Review Task Force approved these plans. The applicant will be present at the work session with full scale, colored drawings for your review. The task force and staff spent quite a bit of time with the applicant to refine the plans. Building A6 is especially critical since it will serve as the entry to Main Street and the Summit Watch Project.

D. Recommendation

The staff recommends **APPROVAL** of the conditional use request for Phase 4 of the Summit Watch Project based upon the following:

Findings of Fact:

1. Phase 4 of the Summit Watch Project consists of the final two buildings, Buildings A5 and A6 and associated site improvements.

2. The parking requirement for the entire project will be satisfied with completion of this phase.

3. Upon completion of this phase, the bike path and stream channel improvements will be completed.

Conclusions of Law:

1. Phase 4 is consistent with the Master Plan Approval for the Summit Watch Project.

2. The Town Lift Design Review Task Force reviewed and approved the design for buildings A5 and A6.

3. This approval does not detrimentally affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The Community Development Staff shall review and approve the final landscape, plaza, stream and bike path improvements. A security to ensure completion of all of these improvements shall be required to be posted.

2. Prior to occupancy of Building A5 or A6, the negotiations providing employee housing shall be complete, or an alternative negotiated.

3. A detailed staging plan shall be reviewed and approved prior to any permit issuance on this phase.

4. The standard conditions of approval shall apply.

PARK CITY 1884

DATE: 5/13/96
DEPARTMENT: LEGAL
AUTHOR: MARK HARRINGTON
TITLE: COUNTY LEASE FOR QUARRY MOUNTAIN
TYPE OF ITEM: ADMINISTRATIVE

SUMMARY RECOMMENDATIONS: Authorize the Mayor to execute a lease in a form approved by the City Attorney for space for Police communication equipment at the County building on Quarry Mountain.

DESCRIPTION:

A. Topic: County building on Quarry Mountain.

B. Background: The Police Department utilizes the County building on Quarry Mountain as location of some of its telecommunication equipment. The Police Department currently has two transmitter boxes (shared with KPCW) in the building and a microwave dish on the mast. The City currently occupies the space as a periodic tenant. The County has proposed an eighteen month lease for the sum of $55 per month.

C. Analysis: The rent shall be paid out of the Police Department operating budget. Some of the terms of the proposed lease terms (liability, utility, indemnification) were obviously written for a private tenant and would not be acceptable as applied to police communication equipment. For example, as written, Paragraph 13 of the lease would allow the County to terminate the power to the City's equipment without notice. The County has agreed to let the Legal Department re-write these provisions so that they are compatible with the health, safety and welfare purposes of the equipment stored within the premises. Therefore, staff requests that the Council approve the lease in a form **substantially** as attached as Exhibit A, and as approved by the City Attorney.

D. Department Review: The Legal and Police Departments have reviewed the lease.

ALTERNATIVES:

A. Approve the Request: This is the recommended action.

B. Deny the Request: See consequences below.

C. Continue the Item: If the Council needs more information, it should request such from staff and continue the matter to the next regular meeting.

SIGNIFICANT IMPACTS: The lease establishes the City's right to maintain communication equipment within the County facility.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: The Police Department may be forced to re-locate the equipment currently located on the County property.

RECOMMENDATION: Authorize the Mayor to execute a lease substantially as shown as Exhibit A in a form approved by the City Attorney for the County Quarry Mountain building.

C Y DRAFT

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this ______ day of __________________, 199__, by and between SUMMIT COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as "County" and ____, hereinafter referred to as "Lessee."

WHEREAS, the County has a building on Quarry Mountain in Summit County, Utah which is used in connection with television and radio transmission, and

WHEREAS, Lessee is desirous of placing electronic equipment in the County's building on Quarry Mountain in connection with its business operation;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein the parties agree as follows:

1. Leased Premises. The County hereby leases to the Lessee and Lessee hereby rents from the County space in the County's building on Quarry Mountain, to be used by Lessee in connection with Lessee's business operation, namely; to maintain electronic equipment described in Exhibit A, which is attached hereto and incorporated by reference into this agreement, for the purpose of television and radio transmission. Said electronic equipment shall be located and maintained in the building at a location to be determined by the County.

2. Security Deposit and Rent. Lessee shall pay to the County, at the office of the Summit County Treasurer, or as otherwise directed, a one time security deposit of $500.00 and as rent for use of the subject property the sum of $55.00 per month. Said security deposit and rent shall be paid in advance upon the first day of each calendar month or, at the option of the parties, in a lump sum payment upon execution of this Agreement.

3. Term. The term of this lease shall be eighteen (18) months, commencing on June 1, 1996, and ending on December 1, 1997.

4. Security. County has installed a security system and will pay the monthly monitoring fee. Lessee agrees to pay for, or, indemnify County for any and all charges incurred as a result of security alarm responses to the premises brought about through the actions of Lessee's employees or agents.

5. Key. The County will provide a key to the building to the Lessee. Lessee agrees not to duplicate the key without County permission and not to allow use of the key or building by unauthorized individuals.

6. Access. The County maintains full rights of access to the property, building and rights of way without prior notice to Lessee. The Lessee shall have access to the building site as reasonably required to maintain its electronic equipment. Lessee acknowledges that the road accessing Quarry Mountain runs through private property, and that the County's right of way extends only to agents of the County and its Lessees. The Lessee is on notice that use of the right of way is limited to those conducting the official business of the Lessee.

7. Utilities. The County shall provide and be responsible for payment of lighting and heating/cooling of the premises. Electrical power for operating the equipment shall be furnished and paid for by the Lessee, who will arrange to provide a meter to monitor the cost of use.

8. Operation of Equipment. Lessee will install, operate, and maintain its equipment in accordance with applicable laws and regulations so as not to cause interference with any other electronic transmitting or receiving equipment, whether located on the premises or not.

9. Condition of Premises. Lessee acknowledges that is has inspected the leased premises and is satisfied with the condition thereof, and its taking possession shall be conclusive evidence of its receipt of the leased premises, and all items contained thereon, in good order and repair.

10. Non-Exclusive Use. Lessee acknowledges that its right to use the premises is non-exclusive and that the County maintains equipment on the property and has the right to allow others to use the subject property.

11. Liability.

(A) Lessee shall be liable for any injury or death of persons and for any loss and/or damage to property caused by the negligent act or omissions of its agents, employees, or invitees. Lessee shall indemnify and hold harmless the County against any and all liability, claims, demands, actions, costs, and expenses that may be sustained by the County by reason of any of the causes for which Lessee is liable pursuant to this paragraph.

(B) Lessee shall hold County harmless for any loss or damage that Lessee, its agent, employees, or invitees may sustain from:

(1) theft or burglary in or about the Real Estate, including the leased premises, by whomsoever committed;

(2) Interruptions in any service from any cause whatsoever;

(3) fire, water, rain, snow, steam, sewage, gas, or odors, from any source whatsoever;

(4) damage or injury not caused by the gross negligence of County.

(C) Lessee is hereby given notice that the owner maintains property damage insurance upon the building but does not maintain insurance on the personal property or belongings of Lessee.

12. Holding Over. If Lessee lawfully occupies the leased premises after the end of the term hereof, this Lease and all its terms, conditions, provisions, and covenants herein specifically given and agreed to shall be in force for another month, and so on from month to month, unless either party gives notice to the other party in writing at least thirty (30) days prior to the end of any such month, in which event Lessee covenants and agrees that it will vacate the leased premises on or before the end of any such month.

13. Powers as to Utilities. County, without notice to Lessee, may cut off and discontinue gas and electricity and any or all other utilities whenever and during any period when Rent is not paid by Lessee when due or whenever discontinuance is necessary in order to make repairs or alterations. No such action by the County shall be construed as an eviction or disturbance of possession or as an election by County to terminate this lease, nor shall County be in any way responsible or liable for such action.

14. Use of Leased Premises.

(A) Lessee shall utilize the leased premises for the purpose of conducting radio and television transmission for the business of the Lessee.

(B) Lessee shall not commit, or suffer to be committed, any waste on the leased premises, nor shall Lessee maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

(C) Lessee shall comply with any and all laws, ordinances, orders, and regulations of any governmental authority that are applicable to its use of the leased premises.

(D) Lessee shall neither abandon nor vacate the leased premises during the term of this Lease.

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15. Repairs. If any damage to the leased premises is caused by any act or omission of Lessee, its employees, agents, or invitees, such damage shall be promptly repaired by Lessee, at his sole cost and expense.

(1) If Lessee refuses or neglects to commence or complete repairs promptly and adequately, County may, but shall not be required to do so, make complete repairs, and Lessee shall pay the cost thereof, as Additional Rent, to County immediately upon demand.

16. Damage to or Destruction of Premises.

(A) If, during the term of this Lease, the leased premises are damaged by any casualty or event that is covered by an applicable insurance policy, to the extent that the same are rendered wholly unfit for occupancy, and if the leased premises cannot in the judgment of a reputable contractor satisfactory to County, be repaired within ninety (90) days from the time of such damage, then this Lease, at the option of the County, may be terminated as of the date of such damage. In the event County elects to terminate this Lease, Lessee shall pay the rent apportioned to the time of damage and shall immediately surrender the leased premises to County, who may enter upon and repossess the same, and Lessee shall be relieved from any further liability hereunder. If County does not elect to terminate this Lease, or if any damage by way of the above casualties, rendering the leased premises wholly unfit, can, in the judgment of such contractor, be repaired within ninety (90) days thereafter, County agrees to repair such damage promptly, and this Lease shall not be affected in any manner, except that rent shall be suspended and shall not accrue from the date of such damage until such repairs have been completed. If the leased premises shall be so slightly damaged by any of the above casualties as not to be rendered wholly unfit for occupancy, County shall repair the premises promptly, and during the period from the date of such damage until the repairs are completed, the rent shall be apportioned so Lessee pays as rent an amount that bears the same ratio to the entire monthly rent as the portion of the leased premises that Lessee is able to occupy without substantial disturbance during such periods bears to the entire leased premises. If the damage by any of the above casualties is so slight that Lessee is not substantially disturbed in its possession and enjoyment of the leased premises, then County shall repair the same promptly, and in that case the rent accrued or accruing shall not abate.

(B) If, during the term of this Lease, the leased premises are damaged by any casualty not covered by an applicable insurance policy, either rendering the leased premises partially untenantable or totally untenantable, then in that event, County shall, within thirty (30) days from the date when said damage has occurred, notify Lessee in writing as to whether or not County elect to rebuild or repair the leased premises, at their own sole cost and expense. Not later than fifteen (15) days after it has received such election not to rebuild, Lessee shall give written notice to County, in which Lessee elects either to cause the leased premises to be rebuilt or repaired, at its sole cost and expense and in accordance with the provisions contained in paragraph 18 of this Lease, OR in which Lessee elects to terminate this Lease. If the leased premises have been rendered wholly untenantable by any such casualty, rent shall be suspended and shall not accrue from the date of such damage until such repairs, if elected, shall be completed. If the leased premises have been rendered partially untenantable, the rent shall be apportioned so Lessee pays as rent, until such repairs shall have been completed or until such termination has been elected, an amount that bears the same ratio to the entire monthly rent as the portion of the leased premises that Lessee is able to occupy without disturbance during such period bears to the entire leased premises. In the event Lessee fails to give timely written notice of such election to County, this Lease shall terminate without further liability to either party, except as to rent that is or may be due.

17. Default. If Lessee shall fail to pay any rent to County when the same is due and payable under the terms of this Lease, and such default shall continue for a period of fifteen (15) days, or if Lessee shall fail to perform any other duty or obligation imposed upon him by this Lease, and such default shall continue for a period of twenty (20) days, or if Lessee shall be adjudged bankrupt or shall make a general assignment for the benefit of its creditors, or if a receiver of any property of Lessee in or upon the leased premises be appointed in any action, suit, or proceeding by or against Lessee and such appointment shall not be vacated or annulled within sixty (60) days, or if the interest of Lessee in the leased premises shall be sold under execution or other legal process, then and in any such event, County has the right to enter upon the leased premises and again have, repossess, and enjoy the same as if this Lease had not been made, and thereupon this Lease shall terminate without prejudice, however, to the right of County to recover from Lessee all rent and other sums unpaid up to the time of such reentry. In the event of any such default and reentry, County shall have the right to relet the leased premises for the remainder of the then existing term for the highest rent then obtainable and to recover from Lessee the difference between the rent reserved by this Lease and the amount obtained through such reletting, less the costs and expenses reasonably incurred by County in such reletting. In the event that the amount obtained exceeds the rent herein reserved, County shall not be required to pay such excess to Lessee.

18. Alteration, Additions, and Improvements.

(A) Lessee shall not make any alterations, additions, or improvements to the leased premises without the prior written consent of the County.

(1) Any alterations, additions, or improvements approved in writing by the County shall be performed by laborers and materialmen and with materials furnished by the County.

(2) Lessee shall pay to County, within ten (10) days of billing, the cost to County of labor and materials in making such alterations, additions, or improvements, plus Ten Percent (10%) of said cost and overhead on account of profit.

(B) All alterations, additions, and improvements to the leased premises shall at once, when made, be deemed to have attached to the Real Estate and to have become the property of County. At the expiration of the term of this Lease, nevertheless, Lessee shall remove any or all such alterations, additions, and improvements upon demand by County that it do so.

19. Surrender.

(A) Lessee covenants and agrees to deliver up and surrender to County possession of the leased premises upon expiration of this Lease, or its earlier termination as may be herein provided, broom clean and in as good condition and relief as the same was at the commencement of the term of this Lease, ordinary wear and tear and damage by fire or the elements excepted.

(B) Lessee shall, at the expense of Lessee, remove all property of Lessee and all fixtures, alterations, additions, and improvements as to which County shall have made the demand as provided in Paragraphs 16 and 18 hereof, repair all damages to the leased premises caused by such removal, and restore the leased premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed, and as to which County shall have not made such demand, shall be deemed to have been abandoned by Lessee and may be retained or disposed of by County as County shall desire. This obligation of Lessee to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

20. Waiver of Default. Acceptance by County of part payment on any installment of rent by Lessee shall not constitute an accord and satisfaction as to the rental obligation of Lessee. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of their rights hereunder. No waiver by either party at any tine, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any provision of this Lease or a consent to any subsequent breach of the same or any other provision.

21. Rights and Remedies Cumulative. The rights and remedies provided by this Lease are cumulative, and the use of any right or remedy by either party shall not preclude or waive the right of either party to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

22. Assignment and Sublease. Lessee shall not assign this Lease, nor shall he sublet all or any portion of the leased premises, without the prior written consent of County.

23. Termination. This agreement can be terminated at the option of either party with 30 days advance written notice.

24. Provisions Binding. Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns, respectively, of County and Lessee. The reference contained to successors and assigns of Lessee is not intended to constitute a consent to assignment by County, but has reference only to those instances in which County may have given written consent to a particular assignment.

25. Captions of Articles. The captions of the articles throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this instrument.

26. Entire Agreement. This writing contains the entire agreement between the parties hereto and no agent, representatives salesman, or officer of County hereto have the authority to make, or has made any statement, agreement, or representation either oral or written, in connection therewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions or to modify the terms hereof. No modifications of this Lease shall be binding unless such modifications shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have set their hands and seals to this Lease the day and year first above written.

SUMMIT COUNTY:

ATTEST:

CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DRAFT

SUMMIT COUNTY CLERK

LESSEE:

BY: ______________________

TITLE: ______________________

EXHIBIT A

1. TWO TRANSMITTER BOXES IN THE BUILDING

2. A MICROWAVE DISH ON THE MAST

PARK CITY 1884

CITY COUNCIL REPORT

DATE: May 16, 1996
DEPARTMENT: Community Development
AUTHOR: Richard E. Lewis, Director of Community Development
TITLE: Property Transfer - Aspen Springs Subdivision, Ranch Lot 2
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: The Staff and the Parks, Recreation and Beautification Board recommend that City Council and Municipal Building Authority accept the proposed land trade and adopt the necessary Resolutions and documents.

DESCRIPTION:

A. **Topic:** Proposed transfer of property - Aspen Springs Ranch Subdivision, Ranch Lot 2.

B. **Background:** The original Aspen Springs Subdivision created several large ranch lots which abut the City-owned property along the Osguthorpe Farm Entry Corridor on Highway 224. Aspen Springs Ranch Lot 2, which is owned by Richard Ringwood, is located adjacent to Meadows Drive which serves the Aspen Springs Subdivision. A portion of Ranch Lot 2 is adjacent to the Highway 224 right-of-way near the intersection of Meadows Drive and Highway 224. During the platting process, the City retained a trail easement which bisects a corner of Ranch Lot 2 (see attached sketch).

For the past two years the City Staff, Jerry Jackson the developer of Aspen Springs Subdivision, and Mr. Ringwood have been trying to resolve the use of the trail including a method for fencing to prevent livestock and pedestrian conflicts. Mr. Jackson is responsible for constructing the trail once agreement is reached as to its exact location and configuration.

Mr. Ringwood and Mr. Jackson have proposed a land trade which could potentially benefit both the City and the property owner. This land trade would eliminate the need for fencing both sides of the path and would widen the entry corridor between the highway right-of-way and the bike path. The land trade would require the City to deed a parcel of land of equal square footage to Mr. Ringwood to compensate him for an equal parcel of land he would be dedicating. Mr. Jackson would then move the existing fence and complete the trail as per his agreement with the

City. In addition, Mr. Jackson is offering to dedicate a 0.42 acre parcel of land on Ranch Lot 1 which is adjacent to the City-owned property (formerly the Peterson property). The attached letter and illustration has been provided by Mr. Jackson and more clearly defines the exact parcels under consideration.

C. Analysis: Jennifer Harrington, Senior Landscape Architect for the City, has reviewed the proposal and has indicated support. The Parks, Recreation and Beautification Board reviewed this proposal in December, 1995, and have recommended approval. The property to be traded to Mr. Ringwood would be used only for pasture which is a permitted use in this area.

The parcel offered for trade by Mr. Ringwood contains 1.45 acres and is shown on the attached illustration as Parcel A. Park City would convey to Mr. Ringwood, by deed, an equal portion of the former Osguthorpe Dairy Property abutting Ranch Lot 2 and uphill of the existing cross-country ski trail. This parcel also equals 1.45 acres and is shown as Parcel B. Mr. Jackson would convey to the City, by deed, the residual parcel of land to the south of Meadows Drive between the trail and Highway 224. This parcel contains approximately 0.42 acres and is shown as Parcel C on the enclosed exhibit.

As indicated in Mr. Jackson's letter of November 21, 1995, the advantage to the City of this land trade is that the City would acquire nearly 2 additional acres of vacant land contiguous to and along Highway 224. The trail would be moved further away from the highway than its present location, and only one fence line would be needed to separate the trail from Mr. Ringwood's livestock.

Since the City-owned property being considered for the trade was pledged as collateral for the bonds used to purchase the Osguthorpe Property, it will be necessary for the City Council and the Municipal Building Authority to adopt the attached Resolutions authorizing and approving the:

1. Extension of the First Supplemental Indenture of Trust
2. First Amendment to Lease Agreement
3. First Supplement of Deed of Trust
4. Deed of Partial Reconveyance, and other supporting documents

All of these Resolutions and documents have been reviewed and prepared by Park City's Bond Attorneys and are in order. Copies of the document will be available in the City Clerk's office.

D. Department Review: The proposed land trade has been reviewed by the Community Development Department, the Public Affairs Department, and the City Attorney's Office.

ALTERNATIVES:

A. Approve the Request: Accept the offer to trade like parcels of property (Parcels A and B) and accept the additional 0.42 acres (Parcel C) from Mr. Jackson as proposed and adopt the referenced Resolution. The Municipal Building Authority would also be required to meet and adopt the referenced documents as well.

B. Deny the Request: Reject the offer to trade like parcels of property and require the developer to proceed with the fenced trail easement bisecting a corner of Mr. Ringwood's property.

SIGNIFICANT IMPACTS: If the trail is constructed through the corner of Mr. Ringwood's property, a fence on each side of the trail will be necessary to protect and to avoid conflicts between pedestrians and livestock. Since such a trail configuration would effectively fence out Mr. Ringwood's livestock from a portion of the property, some system of gates would be necessary to allow Mr. Ringwood to utilize the corner of his property. This alternative could be difficult to manage and would also create additional fences across the open space parcel.

If the proposed land trade is accepted, the City would benefit by having a contiguous City-owned corridor along Highway 224 and there would be fewer fences. In addition, potential conflicts with livestock would be effectively eliminated.

RECOMMENDATION: The Staff and the Parks, Recreation and Beautification Board, recommend that City Council and Municipal Building Authority accept the proposed land trade

Aspen Springs
RANCH

POST OFFICE BOX 1776
PARK CITY • UTAH 84060
TELEPHONE 801•645•7300
FAX 801•645•7304

November 21, 1995

Mr. Rick Lewis, Director of Community Development
Park City Municipal Corp.
P.O. Box 1480
Park City, Utah 84060

**Re: Expansion of Park City Entry Corridor
Route 224 at Aspen Springs Ranch**

Dear Rick:

Following more than two years of discussions, Aspen Springs Ranch Corp. ("Aspen") has reached an agreement with Dick Ringwood ("Ringwood") which would reconfigure a critical portion of his lot. Subject to approval by Park City, this agreement would accomplish the following:

1. The bikepath/trail across Ranch Lot #2 would be constructed in the originally platted trail easement, crossing the pasture somewhat uphill from the present steel fence. A new fence would be constructed on the uphill side of the platted trail easement. The working pasture from the bikepath/trail down to Route 224 would then be vacated, and the existing fencing in this area would be removed.

2. Ringwood would convey to Park City, by deed, that portion of Ranch Lot #2 lying between the new fence and Route 224, including the land occupied by the bikepath/trail. This parcel contains 1.45 acres, and is shown as Parcel "A" on the enclosed exhibits.

3. Park City would convey to Ringwood, by deed, an equal portion of the former Osguthorpe dairy property abutting Ranch Lot #2 and uphill of the bikepath/trail. This parcel also contains 1.45 acres, and is shown as Parcel "B" on the enclosed exhibits.

4. Aspen would convey to Park City, by deed, the residual parcel of land to the south of Meadows Drive, between the bikepath/trail and Route 224. This parcel contains approximately 0.42 acres and is shown as Parcel "C" on the enclosed exhibits.

By completing the transaction described above, Park City would achieve the following community benefits:

1. Aspen could construct the bikepath/trail across Ringwood's pasture without the need to construct fencing and gating for animal control on both sides thereof. Such parallel fencing would further bisect the working pasture, adversely impact the public view, and inconvenience grazing use.

2. The historic, agricultural use of the pasture would be preserved and animal occupation would be pushed away from the stream channel and farther back from the traveled way. Agricultural fencing would also be pushed 200 feet farther back from public view.

3. Park City would acquire the fee to almost 2 additional acres of vacant land contiguous to and part of the Route 224 entry corridor.

4. Aspen would pay for the cost of relocating the fencing and for the necessary survey work to complete the transaction.

Please let me know when we can next meet to pursue this plan.

Very truly yours,

ASPEN SPRINGS RANCH CORP.,
a Utah corporation

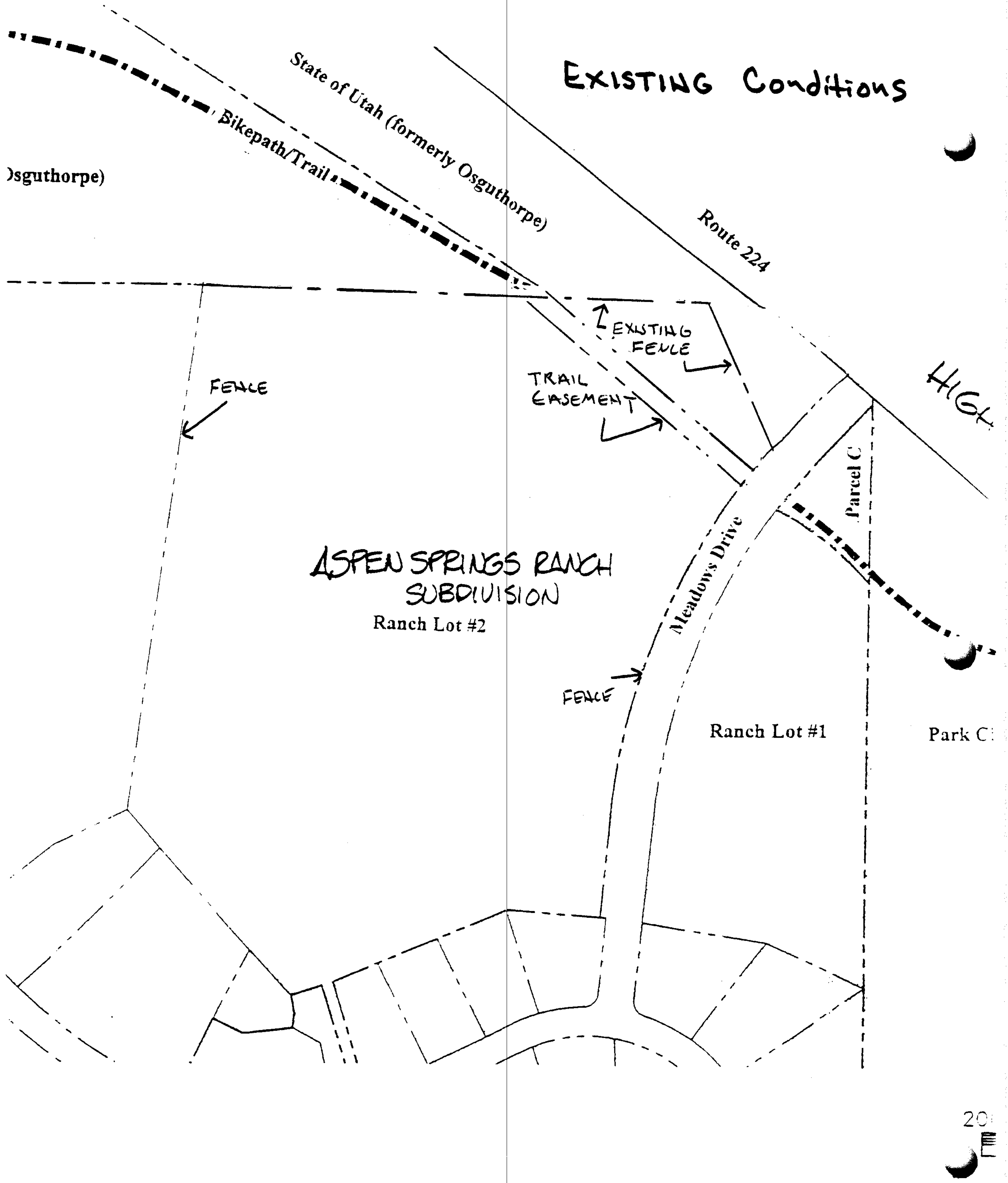
Gerald A. Jackson
President

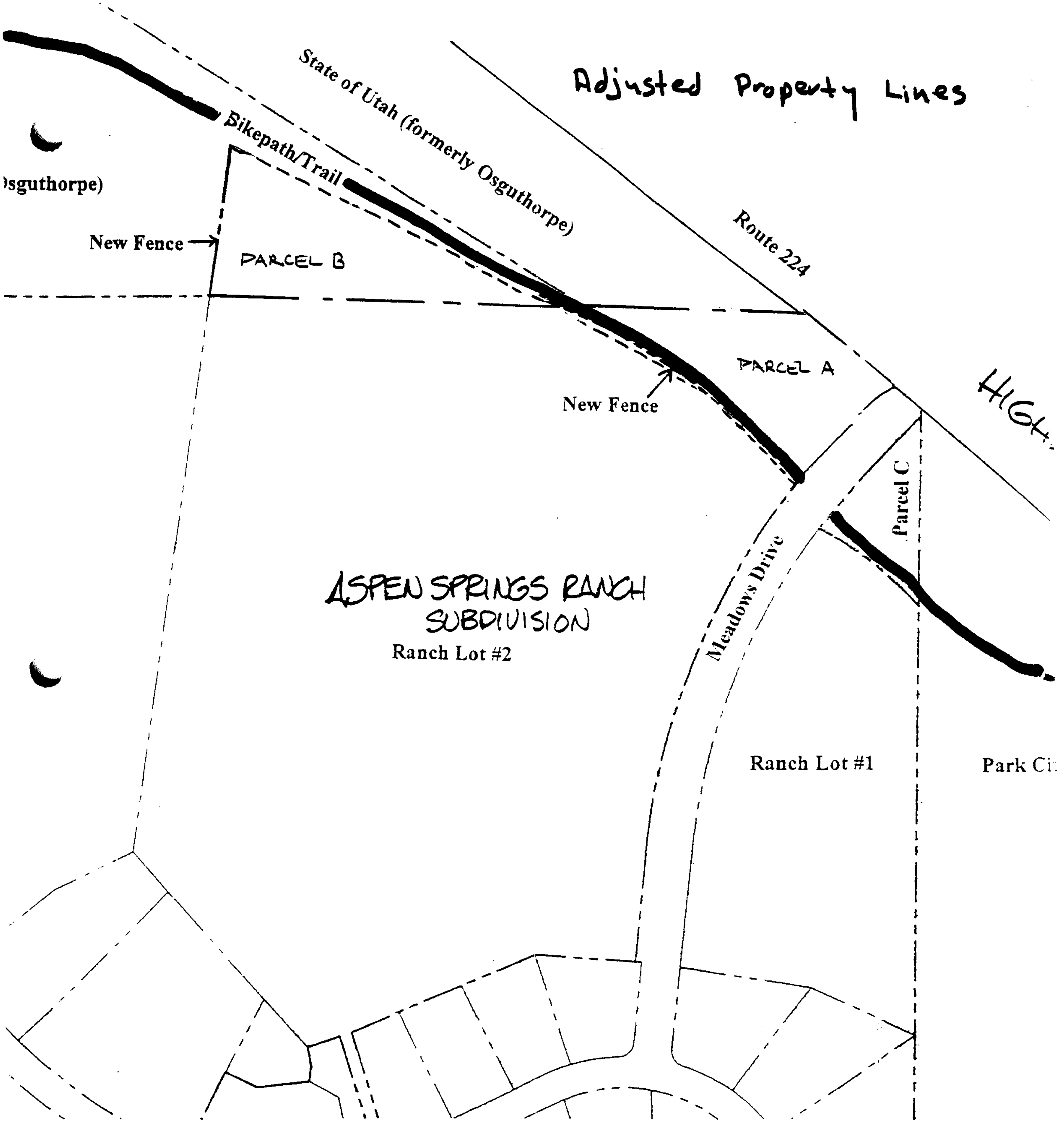
GAJ/tb

encl:

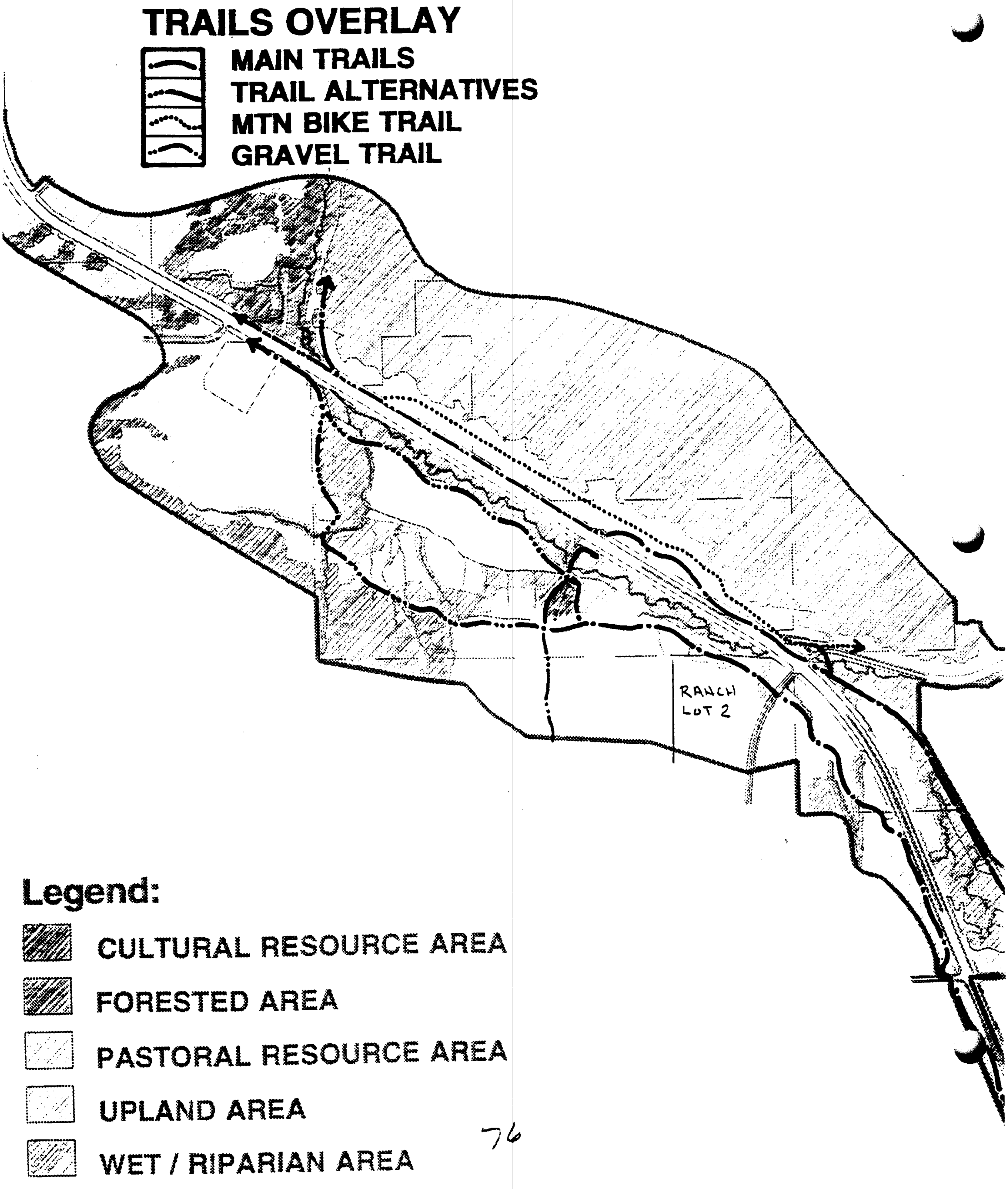
lews1117

EXISTING Conditions





Adjusted Property Lines
State of Utah (formerly Osguthorpe)
Route 224
Bikepath/Trail
)sguthorpe)
New Fence
PARCEL B
PARCEL A
New Fence
HIGH
Parcel C
Meadows Drive
ASPEN SPRINGS RANCH
SUBDIVISION
Ranch Lot #2
Ranch Lot #1
Park Ci


TRAILS OVERLAY
MAIN TRAILS
TRAIL ALTERNATIVES
MTN BIKE TRAIL
GRAVEL TRAIL
RANCH LOT 2
Legend:
CULTURAL RESOURCE AREA
FORESTED AREA
PASTORAL RESOURCE AREA
UPLAND AREA
WET / RIPARIAN AREA

Park City, Utah

May 16, 1996

The City Council (the "City Council") of Park City, Summit County, Utah (the "City") met in regular session at the regular meeting place of said City Council in Park City, Utah, on Thursday, the 16th day of May, 1996, at _____ p.m. There were present at said meeting the following members:

Bradley Olch	Mayor
Hugh Daniels	Councilmember
Roger Harlan	Councilmember
Paul Sincock	Councilmember
Shauna Kerr	Councilmember
Chuck Klingenstein	Councilmember

Also present:

Anita L. Sheldon	City Recorder

Absent:

Thereupon, the following resolution was introduced:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF PARK CITY, UTAH (THE "CITY") AUTHORIZING AND APPROVING THE EXECUTION OF A FIRST SUPPLEMENTAL INDENTURE OF TRUST, A FIRST AMENDMENT TO LEASE AGREEMENT, A FIRST SUPPLEMENT TO DEED OF TRUST, A DEED OF PARTIAL RECONVEYANCE, AND OTHER DOCUMENTS AND ACTIONS REQUIRED IN CONNECTION THEREWITH.

WHEREAS, Park City, Utah (the "City") is a body corporate and politic duly and regularly created, established, organized and existing under and by virtue of the Constitution and laws of the State of Utah; and

WHEREAS, the City has previously authorized and directed the creation of the Municipal Building Authority of Park City, Utah (the "Authority"); and

WHEREAS, pursuant to that certain Indenture of Trust and Pledge, dated as of December 1, 1994 (the "Indenture"), by and between the Authority and Zions First National Bank (the "Trustee") the Authority has issued its $5,600,000 Lease Revenue Refunding Bonds, Series 1994 (the "Series 1994 Bonds") for the purpose of refunding certain bonds of the Authority (the "Refunded Bonds"). The Refunded Bonds were originally issued for the purpose of financing certain projects (collectively, the "Project") to be used by the City; and

WHEREAS, the Project has been leased to the City, as lessee, on an annually renewable basis by the Authority, as lessor, pursuant to the terms and provisions of that certain Lease Agreement, dated as of December 1, 1994 (the "Lease Agreement"); and

WHEREAS, the City desires and has requested that the Authority and the Trustee consent to the exchange of a portion of the property (the "Exchange of Property") relating to the Project for property of at least equal value and has determined and represented to the Authority and the Trustee that the Exchange of Property will not adversely affect the owners of the Bonds (as defined in the Indenture); and

WHEREAS, the Authority has determined that the Exchange of Property will not adversely affect the owners of the Bonds; and

WHEREAS, based upon such determinations and representations the Trustee, in its judgment, has agreed that the Exchange of Property will not materially adversely affect the rights of any holder of the Bonds; and

WHEREAS, in order to accommodate the Exchange of Property, the City has requested the Authority amend certain provisions of the Indenture pursuant to the First Supplemental Indenture of Trust, dated as of May 1, 1996 (the "First Supplemental Indenture"), by and between the Authority and the Trustee, and amend certain provisions of the Lease as set forth in the First Amendment to Lease Agreement, dated as of May 1, 1996 (the "First Amendment to Lease"), by and between the Authority, as lessor, and the City, as lessee and in substantially the form presented to the meeting at which this Resolution was adopted; and

WHEREAS, the Authority has previously secured its payment obligations with respect to the Series 1994 Bonds through the execution and delivery of the Security Documents (as defined in the Lease); and

WHEREAS, in order to effect the Exchange of Property and simultaneously maintain the same amount of security for the Series 1994 Bonds, it is necessary to amend the Security Documents through the execution and delivery by the Authority of a First Supplement to Deed of Trust, Assignment of Rents and Security Agreement, dated as of

May 1, 1996 (the "First Supplement to Deed of Trust") and a Deed of Partial Reconveyance (the "Partial Reconveyance"); and

WHEREAS, the City desires to improve and promote the local health and general welfare of the citizens of the City by authorizing the actions contemplated hereby; and

WHEREAS, officials of the City have presented forms of the First Amendment to Lease, the First Supplemental Indenture, the First Supplement to Deed of Trust and the Partial Reconveyance for the purpose of obtaining the authorization of the execution and delivery thereof by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARK CITY, UTAH AS FOLLOWS:

Section 1. The terms defined or described in the recitals hereto shall have the same meanings assigned thereto when used in the body of this Resolution.

Section 2. The City has determined and hereby determines and represents to the Trustee, the Authority and the holders of the Bonds that the Exchange of Property is for at least equal value and is not adverse in any way to the holders of the Bonds.

Section 3. The First Amendment to Lease is in all respects approved, authorized and confirmed and the Mayor is authorized to approve the final terms thereof (such approval to be conclusively evidenced by the execution and delivery thereof) and to execute and deliver and the City Recorder to attest the First Amendment to Lease in the form and with substantially the same content as was presented to this meeting for and on behalf of the City.

Section 4. The appropriate officials of the Authority are authorized to approve the final terms and execute and deliver the First Amendment to Lease, the First Supplemental Indenture, the First Supplement to Deed of Trust and the Partial Reconveyance in the forms and with substantially the same content as were presented to this meeting for and on behalf of the Authority.

Section 5. If any provisions of this Resolution (including the documents approved hereby) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this Resolution or the documents approved hereby.

Section 6. This Resolution shall become effective immediately upon approval and adoption by the City Council.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF PARK CITY, SUMMIT COUNTY, UTAH THIS 16TH DAY OF MAY, 1996.

____
Mayor

ATTEST:

____
City Recorder

(S E A L)

203289.001

Park City, Utah

May 16, 1996

The Board of Trustees (the "Governing Board") of the Municipal Building Authority of Park City, Summit County, Utah, met in a special meeting at the City offices in Park City, Utah, on Thursday, the 16th day of May, 1996, at _____ p.m. There were present at said meeting the following members:

Present:

Bradley Olch	Chair
Hugh Daniels	Member
Roger Harlan	Member
Paul Sincock	Member
Shauna Kerr	Member
Chuck Klingenstein	Member

Also Present:

Anita L. Sheldon	Secretary

Absent:

constituting all members thereof.

Thereupon, the following resolution was introduced:

RESOLUTION NO. ____

A RESOLUTION OF THE GOVERNING BOARD OF THE MUNICIPAL BUILDING AUTHORITY OF PARK CITY, UTAH (THE "AUTHORITY") AUTHORIZING AND APPROVING THE EXECUTION OF AND DELIVERY BY THE AUTHORITY OF A FIRST SUPPLEMENTAL INDENTURE OF TRUST, A FIRST AMENDMENT TO LEASE AGREEMENT, A FIRST SUPPLEMENT TO DEED OF TRUST, A DEED OF PARTIAL RECONVENYANCE, AND OTHER DOCUMENTS AND ACTIONS REQUIRED IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, Park City, Utah (the "City") has previously authorized and directed the creation of the Municipal Building Authority of Park City, Utah (the "Authority"); and

WHEREAS, pursuant to an Indenture of Trust and Pledge, dated as of December 1, 1994 (the "Indenture"), by and between the Authority and Zions First National Bank (the "Trustee"), the Authority has issued its $5,600,000 Lease Revenue Refunding Bonds, Series 1994 (the "Series 1994 Bonds") for the purpose of refunding certain bonds of the Authority (the "Refunded Bonds"). The Refunded Bonds were originally issued for the purpose of financing certain projects (collectively, the "Project") to be used by the City; and

WHEREAS, the Authority has leased the Project, as lessor, on an annually renewable basis, to the City, as lessee, pursuant to the terms of a Lease Agreement, dated as of December 1, 1994 (the "Lease"); and

WHEREAS, the City has requested that the Authority and the Trustee consent to the exchange of a portion of the property (the "Exchange of Property") relating to the Project for property of at least equal value and has represented that the Exchange of Property will not adversely affect the owners of the Bonds (as defined in the Indenture); and

WHEREAS, the Authority has determined that the Exchange of Property will not adversely affect the owners of the Bonds; and

WHEREAS, based upon such determinations the Trustee, in its judgment, has agreed that the Exchange of Property will not materially adversely affect the rights of any holder of the Bonds; and

WHEREAS, in order to accommodate the Exchange of Property, the Authority desires to amend certain provisions of the Indenture pursuant to the First Supplemental Indenture of Trust, dated as of May 1, 1996 (the "First Supplemental Indenture"), by and between the Authority and the Trustee and to amend certain provisions of the Lease as set forth in the First Amendment to Lease Agreement, dated as of May 1, 1996 (the

"First Amendment to Lease"), by and between the Authority, as lessor, and the City, as lessee, and in substantially the form presented to the meeting at which this Resolution was adopted; and

WHEREAS, the Authority has previously secured its payment obligations with respect to the Series 1994 Bonds through the execution and delivery of the Security Documents (as defined in the Lease); and

WHEREAS, in order to effect the Exchange of Property and simultaneously maintain the same amount of security for the Series 1994 Bonds, it is necessary to amend the Security Documents through the execution and delivery by the Authority of a First Supplement to Deed of Trust, Assignment of Rents and Security Agreement, dated of May 1, 1996 (the "First Supplement to Deed of Trust") and a Deed of Partial Reconveyance (the "Partial Reconveyance"); and

WHEREAS, officials of the Authority have presented forms of the First Supplemental Indenture, the First Amendment to Lease, the First Supplement to Deed of Trust and the Partial Reconveyance to the Board of Trustees of the Authority (the "Board") for the purpose of obtaining the approval of the Board of the terms and provisions thereof and for the purpose of confirming the execution thereof as the official act of the Authority; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MUNICIPAL BUILDING AUTHORITY OF PARK CITY, UTAH:

Section 1. The terms defined or described in the recitals hereto shall have the same meanings assigned thereto when used in the body of this Resolution.

Section 2. The Authority has determined and hereby determines and represents to the Trustee and the holders of the Bonds that the Exchange of Property is for equal value and is not adverse in any way to the holders of the Bonds.

Section 3. The First Supplemental Indenture, the First Amendment to Lease, the First Supplement to Deed of Trust and the Partial Reconveyance are in all respects approved, authorized and confirmed, and the Chair of the Authority is authorized to approve the final terms thereof (such approval to be conclusively evidenced by the execution thereof) and to execute and deliver and the Secretary to attest the First Supplemental Indenture, the First Amendment to Lease, the First Supplement to Deed of Trust and the Partial Reconveyance in the forms and with substantially the same content as set forth in the forms thereof presented to this meeting, for and on behalf of the Authority.

Section 4. The appropriate officers of the Authority are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions as contemplated hereby.

Section 5. If any provisions of this Resolution (including the documents approved hereby) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this Resolution or the documents approved hereby.

Section 6. This Resolution shall become effective immediately upon approval and adoption by the Board.

APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE MUNICIPAL BUILDING AUTHORITY OF PARK CITY THIS 16TH DAY OF MAY, 1996.

____
Chair

ATTEST:

____
Secretary

(S E A L)