

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 6, 2004**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, May 6, 2004.

AGENDA

Closed Session – Executive Office Conference Room

2:00 p.m. Property

Work Session – City Council Chambers

3:00 p.m. Public art advisory board interviews
3:30 p.m. Council questions/comments
3:45 p.m. Conservation easements
4:00 p.m. Sidewalk dining
4:15 p.m. Delivery of budget and overview
5:15 p.m. Dinner Break

**Regular Meeting – City Council Chambers
6:00 p.m.**

I ROLL CALL

II COMMUNICATIONS FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF APRIL 22, 2004

V PUBLIC HEARING

Ordinance adopting the Park City Mountain Resort child care record of survey, located at 1310 Lowell Avenue, Park City, Utah **(motion to continue to a date uncertain)**

VI NEW BUSINESS

Appeal of determination of water credits for April Mountain – Bamberger Company

VII ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so the location will be announced by the Mayor. City business will not be conducted.

Posted: 05/03/04
see: parkcity.org

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

May 2004

- 5 *Open house - town plaza/parking – Council Chambers – 4:30 p.m. – 7:30 p.m.*
- 10 *Recreation Complex – 7 p.m. – 9 p.m. – City Hall*
- 13 Public Art Advisory Board interviews (3) – (45 min)
Temporary beer and liquor licensing – work session
Mountain mediation center update? – Lisa Sator/Natalie Segall
CIP budget – work – (2 hrs)
Budget public hearing
Water fees public hearing
LMC amendments – entry corridor protection zone – public hearing/action
(motion to continue)
Hoffman annexation plat (motion to continue) – Kirsten
Ordinance – vacation of a portion of Crescent Tram at 650 Woodside Ave – Pat
Men's Rugby National Sevens Championship MFL – August 14 – 15, 2004 – City
Park - public hearing/consent
Summer concert Series at Deer Valley MFL – Wednesdays from June 30 through
September 1, 2004, excluding August 11, 2004 –public hearing/consent
Municipal Code amendments – snow removal and parking – public
hearing/consent
- 20 CIP and operating budgets – work
City-owned buildings – work - Pat
Public safety agencies - planning and education – work – Phil
Ordinance - council compensation – work and public hearing
Budget public hearing
Ordinance – 401 Silver King Drive, Snowflower Condominiums amendment to
record of survey – Jonathon
Ordinance - 1483 Park Avenue plat amendment (motion to continue) – Ray
- 27 Budget work session (4 hours)
No regular meeting

June 2004

- 3 Budget public hearing
Ordinance – council compensation – public hearing and action
Telecommunications ordinance public hearing
Resort cities sales tax public hearing
Recycling update – work
Appointments to Public Art Advisory Board
Resolution adopting tentative budget
- 10 **No meeting**
- 17 City/RDA/MBA meetings
Closed session – personnel

- Budget public hearing
- Council compensation
- Water rate public hearing and action
- Resolution adopting final budget (no tax increase)
- Resolution adopting fee resolution
- 24 **No meeting**
 Council and staff workshop – 9 a.m. – 5 p.m. – National Ability Center

July 2004

- 1
- 8
- 15 **No meeting**
- 22
- 29

August 2004

- 5
- 12 Resolution adopting final budget (tax increase)
- 19
- 26

Water Service District – Grant of easement from Iron Mountain Associates
Transit Center Land Match Resolution - Gary

City Council Staff Report



Author: Brooks T. Robinson
Subject: Conservation Easements on
Open Space Bond Purchased Lands
Date: May 6, 2004
Type of Item: Informational – Conservation Easements

Planning Department

Summary Recommendations:

This report is for informational purposes. City Council should provide Staff with any further direction on the language included in the conservation easement template and direction on who should oversee the conservation easements. Staff will return to Council for formal approval of conservation easements for the Round Valley Parcels and Richards Parcel by May 27, 2004.

Topic:

Conservation Easements templates and reserved and prohibited rights for both the Richards parcel and Round Valley parcels.

Background:

The City Council reviewed the prohibited and reserved rights for the Round Valley Parcels and Richards Parcel at both the August 31 and September 25, 2003 work sessions. Staff has attached the staff report and minutes from the September 25th meeting (Exhibits B and C). Staff has included the previous requests and language into the draft easements.

Analysis:

The Richards property easement template that has been used as an example is a similar template used by Utah Open Lands and other national non-profit land conservancy groups. The revised reserved rights and prohibited uses have also been amended in the draft.

The draft also discusses the baseline documentation. A baseline document outlining the vegetation, soils and habitat of the property, would be attached as Exhibit A to the easement. As the weather has improved and vegetation is starting to leaf out, Staff needs to conduct surveying and documentation for the Round Valley parcels and adopt the baseline for the Richards parcel. The baseline document would be updated annually by the City or a non-profit organization such as Summit Lands Conservancy (formerly COOL, Conserving Our Open Lands).

The City does not have a Special Services Contract with anyone for this service. Per adopted City Council policy, Special Service Contracts would not be approved until next

year. Rather than breaking or amending policy, one option might be to have the City hold the easements and then have a non-profit administer them starting in July of 2005. The non-profit would have to go through the Special Service Contract application process with all of the other non-profit organizations. This option allows the City time to complete the baseline documentation for the Round Valley parcels in 2004.

If the City Council does want to do a Special Service Contract this year, Staff suggests that the Special Service Contract sub-committee consisting of Councilmembers Calvert and Erickson review this issue and make recommendations to the City Council.

Department Review:

The Lease has been reviewed all applicable City departments.

Recommendation:

Provide Staff with direction on the language included in the conservation easement template, on the prohibited uses and reserved rights for both the Richards parcel and Round Valley parcels, and direction on who should oversee the conservation easements. Staff will finalize the easements and will return to Council for approval by May 27, 2004.

Exhibits:

Exhibit A – Draft Conservation Easement for the Richards and Round Valley Parcels

Exhibit B – September 25, 2003 Staff Report to Council

Exhibit C – September 25, 2003 City Council Minutes

EXHIBIT A
DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this ____ day of _____, 2003, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation having an address of 445 Marsac Avenue, Post Office Box 1480, Park City, UT 84060-1480 ("Grantor"), in favor of the CONSERVING OUR OPEN LANDS, a Utah non-profit corporation having an address of Post Office Box 1775, Park City, UT 84060 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of approximately 20 acres of real property located west of SR 224 in Park City, Summit County, Utah, described more particularly at Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property possesses natural, scenic, recreational, and visual open space values (collectively, "Conservation Values") of great importance to Grantee, the people of Park City, and the people of the State of Utah which are worthy of protection and more fully described in the Baseline Documentation, attached hereto and incorporated herein as Exhibit B; and

WHEREAS, in particular, the Property could be developed for residential use, thereby destroying its natural, scenic and open space characteristics; and

WHEREAS, the Property is prominently visible from one of Park City's two entry corridors, namely SR 224; and

WHEREAS, the Property's proximity to Aspen Springs, the McPolin Farm, Willow Ranch, and the Huntsman Gateway open spaces is significant as it is part of a continuous corridor of open space on the sensitive SR 224 entry corridor; and

WHEREAS, at a November 3, 1998 special bond election, Park City voters authorized the issuance of general obligation bonds in an amount of ten million dollars for the express purpose of acquiring and forever preserving undeveloped park and recreational land; and

WHEREAS, the Property was purchased by Grantor using proceeds of the November 3, 1998 special bond election; and

WHEREAS, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, dated _____, 2003, attached hereto and incorporated herein by reference at Exhibit B ("Baseline

Documentation”) (original on file at the offices of Grantee) which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as a objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to visual open space existing at the time of this grant, that do not significantly impair or interfere with those values; and

WHEREAS, Grantor further intends as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is a publicly supported, tax-exempt charitable organization qualified under Sections 170(h) and 501(c)(3) of the Internal Revenue Code, whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, which the Parties agree constitute adequate consideration for this agreement, and pursuant to the laws of the State of Utah and in particular Utah Code Annotated, Title 57, Chapter 18, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (“Easement”).

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be maintained forever (predominately) in open and recreational use, protecting in perpetuity its scenic, open and undisturbed character and recreational value, and preventing any use of the Property that may significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to those activities that are consistent with the purpose of this Easement.
- 1.1 **Baseline Documentation.** To establish the present condition of the Property’s agricultural, natural, scenic, and/or other conservation resources and the Property’s manmade features, so as to make possible the proper monitoring of

future uses of the Property and to ensure compliance with the terms of this Easement, the Parties hereto have prepared an inventory of the Property's relevant resources, features and conditions, which inventory is attached hereto and incorporated herein as Exhibit B, Baseline Documentation. This Baseline Documentation in its entirety is on file at the office of Grantee. The Parties expressly agree that said inventory is an accurate representation of the Property at the time this Agreement is signed. It shall further constitute the minimum level at which the Property shall be maintained by Grantor. If a controversy arises with respect to the nature and/or extent of the historical and/or present use and/or physical condition of the Property at the time of signing of this instrument, the Parties shall not be foreclosed from utilizing all relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy.

2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- (a) To preserve and protect the conservation values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;
- (c) To enter upon the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;
- (d) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by inconsistent activity or use, pursuant to Paragraph 6 herein; and
- (e) To enforce this Easement by appropriate legal proceedings, after providing Grantor with reasonable notice and reasonable opportunity to cure.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are prohibited in perpetuity on the Property:

- (a) Development, pre-sale, division, subdivision, or defacto subdivision (through long-term leasing or otherwise) of the Property for any type of human occupation or use;
- (b) Quarrying, mining, excavation, depositing, or removing of rocks, gravel, minerals, sand, or other similar materials from the Property;
- (c) Dumping, depositing, abandoning, discharging, storing, maintaining, or releasing any gaseous, liquid, solid or hazardous wastes, substances,

materials, pollutants, or debris of whatever nature on, in, or over the ground or into the surface or ground water of the Property;

- (d) Placement, erection, or maintenance of signs, billboards, or outdoor advertising structures on the Property;
- (e) Formal parks or playgrounds;
- (f) Construction of buildings, residences, mobile homes, improved streets or roads, or other structures, or any other permanent improvements for use for human habitation, constructed or placed in, on, under, or upon the Property;
- (g) Residential or industrial uses of the Property;
- (h) Uses of the Property that would be detrimental to the water quality;
- (i) Any use or activity that prevents or limits other activities that could occur in the same area; and
- (j) Any unanticipated use or activity on or at the Property which would significantly impair the conservation values of the Property, unless such use or activity is necessary for the protection of the conservation values that are the subject of this Easement, in which case such use or activity shall be subject to the prior approval of Grantee, which approval shall not be unreasonably withheld.

4. **Reserved Rights.** Grantor reserves to himself, and to his personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, Grantor expressly reserves the right to:

- (a) Construct and use temporary structures on the Property;
- (b) Use mechanized equipment to maintain and irrigate the Property;
- (c) Construct and maintain ancillary structures on the Property, including but not limited to restrooms, storage, and equipment sheds;
- (d) Construct and maintain trail head parking lots;
- (e) Construct and maintain improved trails for use by the public;
- (f) Place, erect, and maintain a reasonable number of signs on the Property for purposes consistent with the intent of this Easement, including but not limited to declaring the name of the Property and the purpose(s) for which it is preserved and trail wayfinding signs;
- (g) Control noxious weeds either by tillage, digging or by use of chemicals and restoration of property. Restoration shall mean the deliberate attempt to speed recovery of damaged areas, including a wide range of possible interventions, from soil amendments, tillage, weed removal, seeding, planting, and aftercare. It ranges from practical and economic attempts to simply restore some productivity to grazing lands, to the attempt to return full ecosystem function and structure in a "natural" protected ecosystem";

- (h) Permit grazing on the Property and/or the leasing thereof for grazing or otherwise use the Property for agriculture within in designated areas and accompanied with an approved animal management plan (excepting feedlots);
- (i) Repair, restore, reconstruct, or replace existing fencing as necessary in a manner consistent with its condition established through the Baseline Documentation, and to construct and maintain additional fencing as necessary for agricultural or recreational purposes;
- (j) Permit public access in accordance with the rules and regulations established by the Park City Parks Department and any subsequent regulations governing the safety and well-being of the public on City-owned property;
- (k) any organized gathering, of over fifty (50) people, must be a City and Grantee sponsored event;
- (l) Recreational services can be provided by a City contract to a vendor (e.g. cross country skiing or mountain biking lessons) but such service cannot limit public access or use or charge the public for the same activity.
- (m) Construct and maintain any landscaping, art (not for sale), wayfinding and entryway identification, resident and visitor areas, and other public improvements at the sole discretion of the City Council consistent with the Open Space Bond Issues, to enhance the resident and tourist experience in Park City; and The right to install, maintain, and eventually replace utilities including all acts not prohibited by governmental statutes, regulations, or ordinances, and not expressly prohibited in the easement, consistent with the purpose of this Easement over the Property.

5. **Continuous Conservation Reserve Program (CCRP).** Part of the property is presently encumbered by a CCRP contract; dated June 1, 2003. The CCRP is a 15- year USDA - Farm Service Agency contractual agreement for the stream corridor that is enrolled is 180' from the stream embankment and the designated land classification is riparian buffer zone. The conservation easement shall not apply to the area covered by the CCRP contract during the CCRP's effective period, but the conservation easement will apply to the CCRP area upon termination of the CCRP. Both parties recognize the contract and will honor its terms for its effective period.

6. **Notice of Intent to Undertake Certain Permitted Actions.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in Paragraph 4, is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall

describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

- 6.1 Grantee's Approval.** Where Grantee's approval is required, as set forth in Paragraph 5, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefore. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.
- 7. Grantee's Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this Paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies not or hereafter existing at law or in equity. If Grantor prevails in any action to

enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. If Grantee prevails in any action to enforce the terms of this Easement, Grantee's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantor.

- 7.1 **Grantee's Discretion**. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any right or remedy upon an breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 7.2 **Acts Beyond Grantor's Control**. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
8. **Access**. No right of access by the general public to any portion of the Property is conveyed by this Easement.
9. **Costs and Liabilities**. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
- 9.1 **Taxes**. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon ten (10) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time charged by Zion's Bank or the

maximum rate allowed by law.

- 9.2 Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors (collectively “Indemnified Parties”) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys’ fees arising from or in any connection with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraphs 8 and 8.1; and (3) the existence or administration of this Easement.
- 10. Extinguishment.** Grantee shall not voluntarily or willingly allow the extinguishment of any of the restrictions of this Easement, and if any or all of the restrictions of this Easement are nevertheless extinguished by a judicial or other governmental proceeding, any and all compensation received by Grantee as a result of the extinguishment shall be used by Grantee in a manner consistent with the conservation purposes of this Easement.
- 10.1 Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.
- 10.2 Amendment.** This Easement may be modified only by mutual written agreement of Grantor and Grantee. No amendment shall be made that will adversely affect the status of this Easement as a qualified conservation easement pursuant to Title 57, Chapter 18 of the Utah Code, nor Grantee’s status as a publicly supported, tax-exempt charitable organization qualified under Sections 170(h) and 501(c)(3) of the Internal Revenue Code and applicable laws of the state of Utah. Any such amendment shall be consistent with the stated purposes of this Easement, shall not affect its perpetual duration, and shall not permit any impairment of the significant conservation values of the Property. Any such amendment shall be filed in the office of the Summit County Recorder.
- 11. Transfer of Easement.** If Grantee determines that it no longer is able to perform its obligations or enforce its rights under this Easement, or that it no longer desires to enforce said rights, or if Grantee ceases to exist, or is otherwise prevented from enforcing its rights under this Easement, or if Grantee no longer qualifies as a qualified organization under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), Grantee may convey its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section

170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under State statute. Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. Grantee is hereby expressly prohibited from subsequently transferring the Easement, under any circumstances and whether or not for consideration, unless:

(a) Grantee, as a condition precedent of the transfer, requires that the conservation purposes which this Easement is intended to advance continue to be carried out;

(b) The transferee is an organization qualifying at the time of transfer as an eligible donee under Paragraph 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable) and regulations promulgated thereunder; and

(c) Grantor and/or its successor in interest, at its sole discretion, either selected the transferee or consents in writing to the transfer.

12. **Grantor Transfer of Interest.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
13. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.
14. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows (or to such other address as either party from time to time shall designate by written notice to the other):

To Grantee: CONSERVING OUR OPEN LANDS
Attn: Executive Director
Post Office Box 1775

Park City, UT 84060

To Grantor: PARK CITY MUNICIPAL CORPORATION

Attn: City Recorder
445 Marsac Avenue
Post Office Box 1480

Park City UT 84060-1480

15. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of Summit County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.
16. **General Provisions.**
- (a) **Controlling Law.** The laws of the state of Utah shall govern the interpretation and performance of this Easement.
 - (b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purposes of Utah statute. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
 - (c) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
 - (d) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
 - (e) **No Forfeiture.** Nothing contained herein will result in the forfeiture or reversion of Grantor's title in any respect.
 - (f) **Joint Obligation.** If more than one person or entity is the successor or assign of Grantor, the obligations imposed by this Easement upon Grantor shall be jointly and severally binding on each such person or entity.

(g) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(h) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that ability for acts or omissions occurring prior to transfer shall survive transfer.

(i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction of interpretation.

(j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

EXHIBIT A

Beginning at a point West 2403.70 feet, and North 655.95 feet from the Southeast Corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian: running thence East 187.26 feet; Thence South 577.14 feet to the North line of Thaynes Creek Ranch Subdivision as Recorded; Thence East along said North line 831.89 feet to the West line of State Highway U-244; Thence North 21 deg. 12' West along said West line 1351.47 feet; Thence West 539.30 feet; Thence South 0° 44'37" East 682.93 feet to the point of beginning; containing 871,200 square feet or 20.000 acres, more or less;

Excepting all area within 180 feet of the stream embankment covered in the CCRP Agreement. Subject to all matters of record.

ROUND VALLEY
DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this _____ day of _____, 2003, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation having an address of 445 Marsac Avenue, Post Office Box 1480, Park City, UT 84060-1480 ("Grantor"), in favor of the CONSERVING OUR OPEN LANDS, a Utah non-profit corporation having an address of Post Office Box 1775, Park City, UT 84060 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of approximately 655 acres of real property located north of SR 248 in Park City, Summit County, Utah, described more particularly at Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property possesses natural, scenic, recreational, and visual open space values (collectively, "Conservation Values") of great importance to Grantee, the people of Park City, and the people of the State of Utah which are worthy of protection and more fully described in the Baseline Documentation, attached hereto and incorporated herein as Exhibit B; and

WHEREAS, in particular, the Property could be developed for residential use, thereby destroying its natural, scenic and open space characteristics; and

WHEREAS, the Property is prominently visible from one of Park City's two entry corridors, namely SR 248; and

WHEREAS, the Property as it is part of a continuous corridor of open space on the sensitive SR 248 entry corridor; and

WHEREAS, at a November 3, 1998 special bond election and November 5, 2002 special bond election, Park City voters authorized the issuance of two general obligation bonds in an amount of twenty million dollars for the express purpose of acquiring and forever preserving undeveloped park and recreational land; and

WHEREAS, the Property was purchased by Grantor using proceeds of the November 3, 1998 and November 5, 2002 special bond election; and

WHEREAS, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, dated _____, 2003, attached hereto and incorporated herein by reference at Exhibit B ("Baseline

Documentation”) (original on file at the offices of Grantee) which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as a objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to visual open space existing at the time of this grant, that do not significantly impair or interfere with those values; and

WHEREAS, Grantor further intends as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is a publicly supported, tax-exempt charitable organization qualified under Sections 170(h) and 501(c)(3) of the Internal Revenue Code, whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms,

conditions, and restrictions contained herein, which the Parties agree constitute adequate consideration for this agreement, and pursuant to the laws of the State of Utah and in particular Utah Code Annotated, Title 57, Chapter 18, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be maintained forever (predominately) in open and recreational use, protecting in perpetuity its scenic, open and undisturbed character and recreational value, and preventing any use of the Property that may significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to those activities that are consistent with the purpose of this Easement.
- 1.1 **Baseline Documentation.** To establish the present condition of the Property's agricultural, natural, scenic, and/or other conservation resources and the Property's manmade features, so as to make possible the proper monitoring of future uses of the Property and to ensure compliance with the terms of this Easement, the Parties hereto have prepared an inventory of the Property's relevant resources, features and conditions, which inventory is attached hereto and incorporated herein as Exhibit B, Baseline Documentation. This Baseline Documentation in its entirety is on file at the office of Grantee. The Parties expressly agree that said inventory is an accurate representation of the Property at the time this Agreement is signed. It shall further constitute the minimum level at which the Property shall be maintained by Grantor. If a controversy arises with respect to the nature and/or extent of the historical and/or present use and/or physical condition of the Property at the time of signing of this instrument, the Parties shall not be foreclosed from utilizing all relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy.
2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:
 - (f) To preserve and protect the conservation values of the Property;
 - (g) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;
 - (h) To enter upon the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;
 - (i) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by inconsistent activity or use, pursuant to Paragraph 6 herein; and

- (j) To enforce this Easement by appropriate legal proceedings, after providing Grantor with reasonable notice and reasonable opportunity to cure.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are prohibited in perpetuity on the Property:

- (k) Development, pre-sale, division, subdivision, or defacto subdivision (through long-term leasing or otherwise) of the Property for any type of human occupation or use;
- (l) Quarrying, mining, excavation, depositing, or removing of rocks, gravel, minerals, sand, or other similar materials from the Property;
- (m) Dumping, depositing, abandoning, discharging, storing, maintaining, or releasing any gaseous, liquid, solid or hazardous wastes, substances, materials, pollutants, or debris of whatever nature on, in, or over the ground or into the surface or ground water of the Property;
- (n) Placement, erection, or maintenance of signs, billboards, or outdoor advertising structures on the Property;
- (o) Construction of buildings, residences, mobile homes, improved streets or roads, or other structures, or any other permanent improvements for use for human habitation, constructed or placed in, on, under, or upon the Property;
- (p) Residential or industrial uses of the Property;
- (q) Uses of the Property that would be detrimental to the water quality; and
- (r) Any unanticipated use or activity on or at the Property which would significantly impair the conservation values of the Property, unless such use or activity is necessary for the protection of the conservation values that are the subject of this Easement, in which case such use or activity shall be subject to the prior approval of Grantee, which approval shall not be unreasonably withheld.

4. **Reserved Rights.** Grantor reserves to himself, and to his personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, Grantor expressly reserves the right to:

- (n) Construct and use temporary structures on the Property;
- (o) Use mechanized equipment to maintain the Property;
- (p) Construct and maintain ancillary structures on the Property, including but not limited to restrooms, storage, and equipment sheds;
- (q) **Construct and maintain trail head parking lots;**
- (r) Construct and maintain improved trails for use by the public;

- (s) Place, erect, and maintain a reasonable number of signs on the Property for purposes consistent with the intent of this Easement, including but not limited to declaring the name of the Property and the purpose(s) for which it is preserved and **trail wayfinding signs**;
- (t) Control noxious weeds and **restoration of property**. **Restoration shall mean the deliberate attempt to speed recovery of damaged areas, including a wide range of possible interventions, from soil amendments, tillage, weed removal, seeding, planting, and aftercare. It ranges from practical and economic attempts to simply restore some productivity to grazing lands, to the attempt to return full ecosystem function and structure in a "natural" protected ecosystem**";
- (u) Permit grazing on the Property and/or the leasing thereof for grazing or otherwise use the Property for agriculture within in designated areas and accompanied with an approved animal management plan (excepting feedlots);
- (v) Repair, restore, reconstruct, or replace existing fencing as necessary in a manner consistent with its condition established through the Baseline Documentation, and to construct and maintain additional fencing as necessary for agricultural or recreational purposes;
- (w) Permit public access in accordance with the rules and regulations established by the Park City Parks Department and any subsequent regulations governing the safety and well-being of the public on City-owned property;
- (x) any **organized gathering, of over fifty (50) people**, must be a City sponsored event; and
- (y) Engage in all acts or uses that are not prohibited by governmental statute or regulation, not expressly prohibited herein, and not inconsistent with the purpose of this Easement.

5. Notice of Intent to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in Paragraph 4, is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

5.1 Grantee's Approval. Where Grantee's approval is required, as set forth in Paragraph 5, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

6. **Grantee's Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this Paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies not or hereafter existing at law or in equity. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. If Grantee prevails in any action to enforce the terms of this Easement, Grantee's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantor.

6.1 **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this

Easement or of any right or remedy upon an breach by Grantor shall impair such right or remedy or be construed as a waiver.

- 6.2 Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
- 7. Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.
- 8. Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
- 8.1 Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon ten (10) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time charged by Zion's Bank or the maximum rate allowed by law.
- 8.2 Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees arising from or in any connection with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraphs 8 and

8.1; and (3) the existence or administration of this Easement.

9. **Extinguishment.** Grantee shall not voluntarily or willingly allow the extinguishment of any of the restrictions of this Easement, and if any or all of the restrictions of this Easement are nevertheless extinguished by a judicial or other governmental proceeding, any and all compensation received by Grantee as a result of the extinguishment shall be used by Grantee in a manner consistent with the conservation purposes of this Easement.
- 9.1 **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.
- 9.2 **Amendment.** This Easement may be modified only by mutual written agreement of Grantor and Grantee. No amendment shall be made that will adversely affect the status of this Easement as a qualified conservation easement pursuant to Title 57, Chapter 18 of the Utah Code, nor Grantee's status as a publicly supported, tax-exempt charitable organization qualified under Sections 170(h) and 501(c)(3) of the Internal Revenue Code and applicable laws of the state of Utah. Any such amendment shall be consistent with the stated purposes of this Easement, shall not affect its perpetual duration, and shall not permit any impairment of the significant conservation values of the Property. Any such amendment shall be filed in the office of the Summit County Recorder.
10. **Transfer of Easement.** If Grantee determines that it no longer is able to perform its obligations or enforce its rights under this Easement, or that it no longer desires to enforce said rights, or if Grantee ceases to exist, or is otherwise prevented from enforcing its rights under this Easement, or if Grantee no longer qualifies as a qualified organization under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), Grantee may convey its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under State statute. Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. Grantee is hereby expressly prohibited from subsequently transferring the Easement, under any circumstances and whether or not for consideration, unless:
- (a) Grantee, as a condition precedent of the transfer, requires that the conservation purposes which this Easement is intended to advance continue to be carried out;

(b) The transferee is an organization qualifying at the time of transfer as an eligible donee under Paragraph 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable) and regulations promulgated thereunder; and

(c) Grantor and/or its successor in interest, at its sole discretion, either selected the transferee or consents in writing to the transfer.

11. **Grantor Transfer of Interest.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
12. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.
13. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows (or to such other address as either party from time to time shall designate by written notice to the other):

To Grantee: CONSERVING OUR OPEN LANDS

Attn: Executive Director
Post Office Box 1775
Park City, UT 84060

To Grantor: PARK CITY MUNICIPAL CORPORATION

Attn: City Recorder
445 Marsac Avenue
Post Office Box 1480

Park City UT 84060-1480

14. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of Summit County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.
15. **General Provisions.**

- (a) Controlling Law. The laws of the state of Utah shall govern the interpretation and performance of this Easement.
- (b) Liberal Construction. Any general rule of construction to the contrary notwithstanding this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purposes of Utah statute. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- (e) No Forfeiture. Nothing contained herein will result in the forfeiture or reversion of Grantor's title in any respect.
- (f) Joint Obligation. If more than one person or entity is the successor or assign of Grantor, the obligations imposed by this Easement upon Grantor shall be jointly and severally binding on each such person or entity.
- (g) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- (h) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that ability for acts or omissions occurring prior to transfer shall survive transfer.
- (i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and

shall have no effect upon construction of interpretation.

(j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

EXHIBIT A

LEGAL DESCRIPTION

GROVER

The Northwest quarter of the south east quarter of Section 34, Township 1, South Range 4 East, Salt Lake Base and Meridian.

LEGAL DESCRIPTION

RICHARDS

Beginning at a point West 2403.70 feet, and North 655.95 feet from the Southeast Corner of Section 5, Township 2 South, Range 4 East, Salt Lake Base and Meridian: running thence East 187.26 feet; Thence South 577.14 feet to the North line of Thaynes Creek Ranch Subdivision as Recorded; Thence East along said North line 831.89 feet to the West line of State Highway U-244; Thence North 21 deg. 12' West along said West line 1351.47 feet; Thence West 539.30 feet; Thence South 0° 44'37" East 682.93 feet to the point of beginning; containing 871,200 square feet or 20.000 acres, more or less;

Subject to all matters of record.

LEGAL DESCRIPTION

BILOGIO

A portion of the lands of Edward L. Gillmor, being a portion of Parcel 4 as described in Book 275 of Official Records of Summit County, Utah, at Page 380, being more particularly described as follows:

The South half of the Southwest quarter, the South 1055.0 feet of the Northwest quarter of the Southwest quarter, and the North 995.17 feet of the Southwest quarter of the Southeast quarter of Section 34, Township 1 South, Range 4 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a found aluminum cap set on a rebar at the southwest corner of Section 34, Township 1 South, Range 4 East, Salt Lake Base Meridian; thence North 0°16'58" East 2388.60 feet along the West line of said Section 34, to a point South 0°16'58" West 278.60 feet from a found rebar set in a mound of rocks at the West quarter corner of said Section 34; thence South 89°52'47" East 1326.54 feet; thence South 0°16'58" West 338.43 feet to a found plastic cap set on a rebar marked "NE Cor Par 6-C" at the South quarter corner of said Section 34 and described in Parcel 6 (Park Meadows No. 6-C) as recorded in Book 510 of Official Records, at Page 180; thence North 89°52'47" West 2653.07 feet along the South line of said Section 34, said line being also the North line of said Park Meadows No. 6-C and the North line of the lands of Arnold Resorts, Inc., as described in the Trustee's Deed recorded in Book 510 of Official Records, at Page 79, to the point of beginning.

Excepting therefrom all oil, gas, mining and mineral rights of whatsoever kind and nature in subject property Excepted by Edward L. Gillmor in that certain Special Warranty Deed dated June 21, 1989 and recorded June 26, 1989 as Entry No. 309698 in Book 525 at Page 684 Official Records of Summit County.

LEGAL DECRIPTION MCMILLIAN

Parcel 1:

Beginning at the Northeast corner of Section 33, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 89°51'08" West along the section line 2677.46 feet to the North quarter corner of said Section 33; Thence South 0°01'47" East along the center section line 733.935 feet; Thence North 2674.514 feet to the East line of said section 33; Thence North 0°12'01" East along said East line 733.932 Feet to the point of Beginning.

Parcel 2:

Beginning at a point South 0°12'01" West 733.932 feet from the Northeast corner of Section 33, Township 1 South, Range 4 East, Salt Lake Base and Meridian; And running thence North 89°51'08" West 2674.514 feet to the center section line of said Section 33; Thence South 0°01'47" East along said section line 651.80 feet; Thence South 89°51'08" East 2671.90 feet to the East line of said Section 33; Thence North 0°12'01" East along said East line 651.80 feet to the point of beginning.

Parcel 3:

Beginning at a point which is South 0°01'47" East 1395.735 feet from the North quarter corner of Section 33, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point of beginning is also located on the West line of the Northeast quarter of said Section 33; And running thence along said West line South 0°01'47" East 660 Feet' Thence South 89°51'08" East 1341.98 feet; Thence South 0°01'47" East 642.60 feet;

Thence South 89°51'08" East 657.65 feet; Thence north 0°01'47" West 1302.60 feet; Thence North 89°51'08" West 1999.63 feet, more or less, to the point of beginning.

Parcel 4: Beginning at a point which is Sough 00°01'47" East 2045.735 feet from the North quarter corner along the center line of Section 33, Township 1 South, Range 4 East, Salt Lake Base and Meridian and running thence South 00°01'47" East 1954.52 feet, more or less, to the South line of the North on-half of the Southeast quarter of said Section 33, thence North 45°42'36" East 1873.80 feet: Thence north 00°01'47" West 642.60 feet; Thence North 89°51'08" West 1341.98 feet, more or less, to the center line of said Section 33 to the point of beginning.

Parcel 5:

Beginning at a point North 89°51'08" West 2677.46 feet and South 0°01'47" East 4000.255 feet from the Northeast corner of Section 33, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the center section line of said Section 33; and running thence South 89°52'21' East 1999.624 feet along the South line of the North ½ of the Southeast quarter of said Section 33; Thence North 0°01'47" West 1311.212 feet; Thence North 89°51'08' West 657.65 feet; Thence South 45°42'36" West 1873.80 feet to the point of beginning.

Parcel 6:

Beginning at a point South 0°12'01" West 1385.732 feet from the Northeast corner of Section 33, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the East lone of Section 33 and running thence North 89°51'8" West 672.27 feet; Thence South 0°01'47" East 2613.812 feet; Thence South 89°52'21" East 660.276 feet to the East line of said Section 33, thence North 0°15'49" East along said East line 1333.095 feet to the East quarter corner of said Section 33, thence North 0°12'01" East 1280.468 feet along said East line of said Section 33 to the point of beginning.

Parcel B:

The Northeast Quarter of the Southwest Quarter of Section 34, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

EXHIBIT B

City Council Staff Report



Author: Alison Butz
Subject: Conservation Easements on Open Space
Date: September 25, 2003
Type of Item: Administrative - Easements

Special Events and
Facilities Department

Summary Recommendations:

Provide Staff with direction on the language included in the conservation easement template. Staff will return to Council for formal approval of conservation easements for the Round Valley Parcels and Richards Parcel in October 2003.

Description:

Topic:

Conservation Easements templates and reserved and prohibited rights for both the Richards parcel and Round Valley parcels.

Background:

The City Council reviewed the prohibited and reserved rights for the Round Valley Parcels and Richards Parcel. At that meeting Council requested the addition of the following items in the reserved rights section.

- Trail way-finding Signs
- Trailhead Parking
- Restoration of land and vegetation

Staff, per Council's direction, presented the uses to the Recreation Advisory Board to receive further input. Input received focused on the following topics.

Events. The reserved rights allows for events to take place on the property provided that the events are City sponsored. The Recreation Advisory Board requested a better definition of "significant" event be added.

Water Conservation. A suggestion was made to add language requiring drought tolerant grasses and plants be used on the property if developed for a use and along with minimizing the amount of grass that is planted. The Land Management Code addresses the use of drought tolerant vegetation and Staff is currently working to strengthen the language. Therefore, the suggested change was not added to the list of uses.

Lighting of Trailhead Parking. Council had added a reserved right to allow for

trailhead parking. The Recreation Advisory Board had requested that the lighting of those lots be carefully looked at and eliminated if possible.

Analysis:

As stated at the August 31st meeting the entire easement template, Richards property is used as an example, has been presented for Council comment. The template is a similar template used by Utah Open Lands and other national non-profit land conservancy groups. The revised reserved rights and prohibited uses have also been amended in the draft.

The draft also discusses the baseline documentation. A baseline document outlining the vegetation, soils and habitat of the property, would be attached as Exhibit A to the easement. At this time Staff is concluding the surveying and documentation for both the Richards parcel and Round Valley parcels. The baseline document would be updated annually by COOL (Conserving Our Open Lands), which is part of their duties as outlined within a Special Service Contract.

Department Review:

The Lease has been reviewed all applicable City departments.

Issues for Discussion:

- Are the revised prohibited and reserved rights consistent with what Council envisioned for the Conservation Easement?
- Does the easement language address the issues, and meet what Council envisioned with regards to a conservation easement?

Recommendation:

Provide Staff with direction on the language included in the conservation easement template and on the prohibited uses and reserved rights for both the Richards parcel and Round Valley parcels. Once received Staff will continue to draft the easements and will return to Council for approval of the easements in October 2003.

Exhibits:

Exhibit A – Draft Conservation Easement for the Richards Parcel

**EXHIBIT C
EXCERPTS FROM
PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
SEPTEMBER 25, 2003**

Present: Mayor Dana Williams; Council members Peg Bodell, Kay Calvert, Candace Erickson, Jim Hier, and Fred Jones

Tom Bakaly, City Manager; Alison Butz, Special Events and Facilities Manager; Kent Cashel, Transportation Director; Mark Harrington, City Attorney; Chief Lloyd Evans; and Gary Hill, Analyst

Jennifer Guetschow, COOL Executive Director; Teri Orr, Eccles Center Executive Director; Jeff Straw, LSC Transportation Consultants; and Roger Harlan, Chuck Klingenstein, Bob Swank and Dick Fontaine, Council Compensation Committee

2. Conservation easements. Alison Butz explained that Council reviewed the prohibited and reserved rights for conservation easements and Council directed some modifications including allowing way-finding signs, trailhead parking, and restoration of land and vegetation. This session is intended to receive Council direction on the draft easement and share comments from the Recreation Advisory Board. These related to defining special events and organized gatherings, limiting vegetation to native and drought tolerant specimens, and lighting trailhead parking. There were also concerns expressed about commercial uses, recognizing that conservation easements focus more on maintaining the land as open and recreation space rather than uses. In response to a question from Kay Calvert regarding cross-country skiing in Round Valley, Ms. Butz explained the lease with Jans and clarified that the activity requires minimal maintenance efforts. Council member Calvert asked if lack of trailhead lighting presents safety issues, and Alison Butz pointed out that trails are typically used during the day. The Land Management Code requires lighting when there are five or more parking spaces and Mr. Hier pointed out that if the lot is not stripped, there are technically no spaces. The Mayor stated that there should be assurances that an irrigation system would be allowed on the McPolin Farm property. Ms. Guetschow felt the easement language covers this type of installation and Ms. Butz relayed that she will check this with the Legal Department.

Fred Jones expressed the importance of identifying appropriate uses and testing them against the language of the conservation easement, which is in perpetuity. He suggested holding a meeting where public input on uses on each piece of land is solicited. Additionally, the conservation easement language should be very clear to minimize having it subject to interpretation. Jim Hier recommended testing the language against prohibitive uses rather than reserved rights and Fred Jones explained

that it may be a good idea to test cross-country skiing, for example, against the easement criteria.

City Council Staff Report

Author: Jonathan Weidenhamer
Subject: Main Street Sidewalk Dining
Date: May 6, 2004
Type of Item: Administrative



Planning Department

Summary Recommendations:

Staff recommends continuing the sidewalk dining program, extending the seasonal leases to five-year terms, as well as expanding the seasonal limitations to allow sidewalk dining from May 1, to October 31. Individual leases will need to be formally approved by City Council.

Description:

Topic:

Sidewalk Dining on Main Street

Background:

Last spring the City Council approved, on a one-year trial basis, the use of City-owned sidewalks for sidewalk dining. In some cases they also allowed, on a limited basis, outdoor dining areas to expand into Main Street parking areas. Due to the success of the program, the Main Street Business Alliance (MSBA) and City staff propose the continuance of the program.

Analysis:

The permitting process required for an individual sidewalk dining permit included an Administrative Conditional Use Permit (for Outdoor Dining) as well as an individually approved seasonal lease by the City Council for the use of City-owned property. Because the program was implemented on a one-year trial basis, the permits and leases expired after one season. In an effort to make the process more user-friendly and less time consuming, staff requests that City Council consider: continuing of the Sidewalk Dining program with an expanded season of May 1 – September 30; and approving the seasonal leases on 5-year terms.

Any seasonal lease the City enters would: regulate the time and duration of the use, provide for consistency in look and materials, ensure the aesthetic value of the Historic District by preventing visual clutter, prevent conflicts with Special Events/MFL's, mitigate for conflicting uses in the public right-of-way, ensure for cleanly sidewalks, and provide an ongoing monitoring mechanism and revocation

provision for failure to comply with regulation (see Exhibit B – Lease & Operational Restrictions).

Department Review:

This has been reviewed by the City Manager's Office, City Legal Department, and the Planning Department.

Alternatives:

This report is for informational purposes. Staff will return to City Council for approval of individual leases.

Recommendation:

Staff recommends extending the sidewalk dining program, with the expanded time frame, as well as extending the seasonal leases to 5 year terms.

EXHIBITS

Exhibit A – Submittal from MSBA

Exhibit B – Typical Lease & Operational Restrictions

Exhibit A

Main Street Business Alliance

April 5, 2004

Tom Bakaly
City Manager
Park City Municipal Corp,

Dear Tom,

The Historic Main Street Business Alliance is requesting that Park City again provide a program for sidewalk dining on Main Street this summer. The HMBA believes that the sidewalk dining program conducted over the past two summers has increased the summer vitality and ambiance on Main Street.

Last year restaurants were asked to seek a permit and lease with Park City Municipal before they were allowed to provide sidewalk dining. This process insures that standards for outside dining are maintained and we support continuation of the permitting process. With two years of successful experience with the program we think it is now time to establish the annual permitting process as a permanent program that should not require an annual review by the City Council. This would allow restaurants to seek permits earlier in the year and begin planning their dining programs in a timelier manner. For restaurants choosing to participate in the program the permitting process can take some time and cause delays which may discourage participation.

Last year's program was scheduled to run from May 1st through September 30th. October also provides some opportunities for sidewalk dining during a time that is typically slow for businesses on Main Street. We would also recommend extending the permits through the last weekend in October.

Thank you for your consideration of this matter. If needed I am able to attend any meetings or answer any questions you may have.

Sincerely,

Rick Anderson
President

Historic Main Street Business Alliance
•• P.O. Box 1348 •• Park City, Utah 84060 ••

435/649-6100 x: 105 Phone HMBA@parkcityinfo.com

Exhibit B – Typical Outdoor dining Lease & Operational Restrictions

MAIN STREET SIDEWALK OUTDOOR DINING LEASE

This LEASE AGREEMENT is made and executed this day of , by and between Park City Municipal Corporation, a municipal corporation and political subdivision of the state of Utah ("Park City") and, a Utah LLC, located at Main Street, Park City, Utah ("Tenant").

The Parties agree as follows:

PROPERTY. The property affected by this lease is generally described as the sidewalk area directly fronting Tenant's restaurant located at Main Street, and more specifically described via site plan at Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the "Premises").

2. RENT. Tenant shall be solely responsible for payment of any and all costs associated with Tenant's performance under this lease, including but not limited to City additional business licensing fees, insurance, sales taxes and other expenses.
3. TERM. The term of this Agreement shall commence on ~~May 15, 2003~~ **May 1** and shall terminate on ~~September 15, 2003~~, **September 30** unless terminated earlier as provided herein.
4. USE OF PREMISES. Tenant may use the Premises only for the provision of outdoor dining services in a manner consistent with Section 15-2.6-12(B)(1) of the Park City Land Management Code and the terms of this Agreement. Additional operational restrictions are attached hereto at Exhibit B, if applicable.
5. IMPROVEMENTS TO THE PREMISES. Tenant shall not make any improvements to the Premises without first obtaining Park City's written consent. Any improvements approved by Park City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement.
6. SIGNS. No signs shall be permitted on the Premises except as specifically approved pursuant to the Park City Sign Code and/or Tenant's Master Sign Plan.
7. INSURANCE. Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000.00) per incident or occurrence. Park City shall be named as an additional insured on each policy. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Park City on or before the lease commencement date, and maintained continuously during the term of the lease. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole

remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Park City. Park City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act in behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Park City for liability or allegations arising out of the Tenant's use of the Premises.

8. **HOLD HARMLESS.** Tenant covenants and agrees to indemnify, hold Park City harmless from all claims, loss damage, injury or liability (hereafter "Liability") resulting from Tenant' use and occupancy of the Premises to the full extent provided in the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any Liability resulting from acts or omissions of Park City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act.
9. **ASSIGNABILITY.** Tenant shall not assign or transfer any interest in this Agreement without the prior written consent of Park City. Any assignment or transfer without written approval is void.
10. **PROFESSIONAL PERFORMANCE.** Tenant agrees to perform services under this contract at the highest professional standards, and to the satisfaction of Park City.
11. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the state of Utah.
12. **FORCE MAJEURE.** Any delay or failure of either Party to perform its obligations under this Agreement shall be excused to the extent that it is caused by an event or occurrence beyond its reasonable control, including act of nature, terrorism or war.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

SIDEWALK DINING OPERATIONAL RESTRICTIONS

The following operational restrictions shall apply to all leases for outdoor dining on Main Street sidewalks:

1. Site Plan - This plan shall be to scale and indicate: the proprietors' building as it relates to the exact locations of chairs, tables, stanchions, heaters, curb (width of sidewalk), and any other existing public improvements (light fixtures, fire department connections, parking meters, utility covers, etc.).
2. Details/ Spec Sheets – Shall be submitted for each piece of equipment proposed with this application. This will include all tables, chairs, umbrellas, heaters, lighting sources, and crowd barricades, etc.
3. Parameters of Permit - Sidewalk Dining is allowed from May 1, 2003 until Sept 30, 2003, from 8:00 am until 10:00 pm.
4. Violations - Ongoing Monitoring will be provided to ensure compliance with lease parameters. A revocation provision will be included for lessee's failure to comply.

Design Standards

1. **SIZE.** Sidewalk dining area shall be limited to the linear frontage a building has on Main Street.
2. **ADVERTISING.** Additional signing or advertising is prohibited beyond what is allowed by the Sign Code. Umbrellas, table tents, or any other equipment must be free of branding or other promotion.
3. **FURNITURE.** All tables and chairs shall be metal and be either black or gray, and have a powder coated finish.
4. **STANCHIONS.** Any necessary crowd control barricades must be equivalent to the Crowd Controller TensaBarrier & Tape - Model 890 Standard, or T-Max, which has been approved by the Preservation Planner and chosen for its minimal visual intrusion, durability, and functionality. TensaBarrier poles shall be black and powder coated, and the tape shall be black also.
5. **UMBRELLAS.** Umbrellas are prohibited from having any advertising or signing and shall be in solid, primary colors. Umbrellas must be free standing and are prohibited from extending beyond the dining area.
6. **HEATERS.** Any proposed heaters shall be reviewed at the time of initial application. In most cases, additional heating elements may require additional building permits.
7. **LIGHTING.** No additional electric lighting is permitted, including exterior building lighting.
8. **LANDSCAPING/ ATMOSPHERE.** Any proposed landscaping or atmosphere pieces shall be reviewed at the time of initial application, and shall not create any public hazard nor unnecessary clutter.
8. **ADDITIONAL EQUIPMENT.** To prevent unnecessary visual clutter, additional equipment beyond those outlined in this section is prohibited. This includes server or bus-stations, garbage receptacles, podiums, pedestals, etc.

9. LICENSING. The additional square footage of the dining area must be added to the existing licensed area for the restaurant. The Applicant shall also adhere to other applicable City and State licensing ordinances.
10. HEALTH & SAFETY. The Use shall not violate the Summit County Health Code, the Fire Code, or International Building Code.
11. MUSIC. The use of outdoor speakers and music is prohibited.
12. SPECIAL EVENTS. Operation of Sidewalk Dining during Special Events and Master Festival Licenses is prohibited when the boundary of that Special Event includes Main Street.
13. MAINTENANCE. The dining area shall be cleanly and maintained in a neat and orderly fashion.
14. STORAGE. All equipment and other associated materials must be removed from the sidewalk and stored on private property overnight and during prohibited times.

City Council Staff Report

Author: Tom Bakaly, Gary Hill
Subject: City Manager's Recommended Budget
Date: May 6, 2004
Type of Item: Informational



Budget, Debt, and Grants

Summary Recommendations: Presentation of the City Manager's Recommended Budget.

An overview of the Adjusted Budget for FY 2004 and City Manager Recommended Budget for FY 2005 will be formally presented to City Council and Mayor Williams during work session on May 6th.

The Executive Summary, which contains a preview of the major topics for discussion is included with the council packet under a separate cover.

Questions regarding the upcoming budget discussions or Executive Summary should be directed to Gary Hill at 615-5182.

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
APRIL 22, 2004**

Present: Mayor Dana Williams; Council members Kay Calvert, Marianne Cone, Candace Erickson; Jim Hier, and Joe Kernan

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Myles Rademan, Public Affairs Director; Lloyd Evans, Chief of Police; Alison Butz, Special Events Manager; Ken Fisher, Recreation Manager; Eric DeHaan, City Engineer; Patrick Putt, Planning and Zoning Administrator; and Jan Scott, City Recorder

1. Public Art Advisory Board interviews. Council members discussed and agreed on a process. Fifteen-minute interviews were conducted with applicants Stephen Cornelius, Mitch Cohen, Peter Roberts, Susan Packard, and Carol Potter.

2. Spiro Treatment Plant dedication. The Council then convened at the Spiro Treatment Plant to celebrate the activation of the new water treatment system and returned to the City Council Chambers to continue work session.

3. Quarterly goal update. See goals outlined in the meeting packet. Tom Bakaly pointed out that the timing of reviewing goals ties into the second year of the two-year budget cycle. With regard to Goal 1, Quality Water, the two-party cooperative agreement has been executed. The three-party agreement between the City, Summit County and Weber Basin regarding water delivery is scheduled for review next week. The next step is to proceed with the Bureau of Reclamation feasibility study on the pipeline alignment. Mayor Dana Williams noted that water conservation should again be a high priority this summer and Tom Bakaly added that a review of a water rate increase is slated this year. The Mayor suggested that publicity on water fees focus on the base rate, proposed to increase by \$5, which may be better received by the public than overall percentages. Tom Bakaly continued that the construction of the arsenic and chlorination system at Spiro has been completed and the clear well is scheduled for design and construction next year.

With regard to Goal 2, Preservation of Park City Character, the City Manager explained that the bulk of the upcoming budget discussions relate to capital projects. This will include recommendations on funding and timing of projects like the parking structure, or plaza. An open house is scheduled on May 5 on improvements to the downtown core. Myles Rademan updated Council on the status of the Olympic Legacy Project. The construction will commence this summer; the piece will be installed January 15, 2005 and dedicated in February. With regard to dog owner responsibility, the Mayor expressed that he will work with resident Rosemary Sweeney on public service announcements. With regard to neighborhood parks, Ken Fisher explained that there

will be an update on the Prospector project in June, after it is reviewed by the Planning Commission and again by the neighborhood. With regard to Goal 3, Effective Transportation and Parking System, Council member Hier asked the status of the installation of the median at Holiday Ranch. The City Manager expected that a report on all traffic calming efforts will be delivered to Council in a manager's report or reviewed in work session. Kay Calvert felt it beneficial to publish traffic statistics because she believes that there is public perception that enforcement is not being conducted and that the situation is worse than it actually is. Chief Lloyd Evans agreed and explained that there are certain locations in a number of subdivisions where traffic counts and observation of violations are routinely monitored. The new computers installed in police vehicles make collecting this data possible.

Goal 4, World Class, Multi-Seasonal/Sustainable/Quality of Life/Resort Community was addressed. There was agreement to combine #2, Destination Resort and #5, Economic Development into one category. Mr. Hier added that the capabilities of breaking down sales tax revenue data should be shared with the business community, as it may be a helpful tool. In response to a question from Mayor Williams about the skate park project, Ken Fisher explained that this is scheduled on May 20. The Mayor expressed concern that the direction to expand the facility to better accommodate beginners is transforming into a street course design. Ken Fisher stated that the Recreation Advisory Board solicited public input on the expansion and some conceptual work has been completed. The goal is to provide a beginner area that will offer a course with a wide range of abilities. He added that there is a perception that a beginner course is flat with nothing on it. Ms. Erickson understood that the learning curve for skating is not very long and Mr. Fisher acknowledged that survey information backs this theory. The courses will be distinct and separate and the expansion is budgeted at \$250,000. Mr. Fisher reported that the new playground in the tot lot should be completed by May 1. Candace Erickson discussed the formation of the Friends of the Racquet Club group who represent a variety of interests, and will make recommendations on capital projects for the facility. There was discussion about scheduling a public input session on the field complex separate from the budget hearings. The City Manager reminded Council of its discussion of the field complex in February and consensus of moving ice to the Quinn's Junction area last month. Council's direction, understood by staff was to proceed, and the recommendation will be to do the project in that location. He continued that if Council desires to change direction, it would be helpful to know at the beginning of the budget process. The Mayor felt it important that the public understand that there are options and have an opportunity to voice comments.

With regard to trails and specifically a plan for parking and circulation at the McPolin Farm, Marianne Cone, pointed out that lowering the speed limit on SR224 would be helpful. There was discussion about the highway being under the jurisdiction of the state of Utah and Eric DeHaan explained that UDOT conducted a speed warrant and is not supportive of changing the speed limit. Tom Bakaly explained that the conditional use permit for parking at the Farm will be reviewed by the Planning Commission and will

not return to Council unless it's called-up. There was no discussion on Goal 6, Improve Historic Park City. Jim Hier asked the status of the consolidation of the Quinns Junction study relating to Goal 7, Regional Collaboration and Partnerships. Patrick Putt reported that the findings from both planning commissions will be presented to the Planning Commission the end of May.

The Mayor moved on to Goal 8, Open and Responsive Government to the Community, and discussed first response groups for search and rescue which are not solely dedicated to avalanches. The Chief of Police commented on a meeting with representatives from Washington, D.C. on a volunteers policing program, more specifically citizen emergency response teams. The Police Department is scheduled to discuss a proposed program on May 20. In response to a question from Jim Hier about Council compensation, the City Manager responded that this will be addressed as part of the budget process. Council member Hier asked that he and Joe Kernan be involved prior to the presentation. The City Recorder mentioned that the scope of the remodel at Marsac, identified as a component of Goal 8, has been completed.

4. Men's National 7's Rugby Championship. Alison Butz introduced organizer Bill Reed from the Park City Rugby Club. The event is proposed for August 14 and 15 in City Park and 16 teams and about 300 spectators are contemplated. Parking will be accommodated at PCMR so more of the park area is available for festival activities. A MFL is required because of the scope of the event. She continued to explain that the Park City Cycling Festival takes place that weekend, and Council approved the MFL. Hosting two concurrent MFL events requires Council approval with appropriate findings. In response to a question from Kay Calvert, Mr. Reed explained that this event is the National Championship, not trials. Ms. Butz discussed a possible relocation of the National Rugby headquarters to Park City. Event schedules were compared and she noted that the Symphony will also be performing at Deer Valley. Jim Hier expressed the importance of ensuring public safety services and Ms. Butz explained that the Police Department has participated in discussions and staff feels both events can be accommodated. Council supported hosting the Rugby Tournament.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 22, 2004**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, April 22, 2004. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Alison Butz, Special Events Facilitator.

II COMMUNICATIONS FROM COUNCIL AND STAFF

Council questions/comments – This item was moved from work session. Marianne Cone reported on the inter-government breakfast, hosted by the School District, which was productive. The HPB changed its grant process and approved the first application this year. Joe Kernan stated that he attended the Board of Education meeting and noted that vocational educational opportunities are being offered to students. The Mayor agreed that the breakfast meeting was beneficial and is looking forward with working with the School District in terms of overall recreation for the community. The sustainability committee met yesterday and acknowledged that there are a number of things the City already does that fits in this category. The first goal of the group is to formulate a mission statement. The Mayor thanked staff for getting the Spiro Treatment Plant project completed, which was a major priority for the Council. He also thanked Congressman Ron Bishop and Senator Bob Bennett for assisting in procuring federal funding for the system.

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

None.

IV CONSENT AGENDA PUBLIC HEARINGS

Alison Butz explained that the test event is a precursor for the criterion event.

1. Park City Classic Master Festival License test event to be held on June 11, 2004 – The Mayor invited the public and the audience to comment. Hearing none, the public hearing was closed.

2. Park City Cycling Fest Master Festival License to be held on August 12 – 22, 2004 – The Mayor invited the public and the audience to comment. Hearing none, the public hearing was closed.

V CONSENT AGENDA

Jim Hier, "I move we approve Consent Agenda Items 1 and 2". Kay Calvert seconded. Motion unanimously carried.

1. Park City Classic Master Festival License test event to be held on June 11, 2004 – See staff report.

2. Park City Cycling Fest Master Festival License to be held on August 12 – 22, 2004 – See staff report.

VI ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned. The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott, City Recorder

