PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
NOVEMBER 17, 2011

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, November 17, 2011.

Closed Session
2:00 p.m. Litigation, property and personnel

Board of Canvassers
3:50 p.m. Consideration of acceptance of the Certification of Official Canvasser's Report for the November 8, 2011 General Municipal Election P. 5 - 8

Work Session
4:00 p.m. Council questions/comments
4:15 p.m. Water impact fee update P. 9 - 12
4:45 p.m. Review of Walkability GO Bond P. 58 - 100
5:00 p.m. Pre-visioning budget workshop P. 13 - 46
5:50 p.m. Break

Regular Meeting
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF NOVEMBER 3, 2011
P. 47 - 57

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

1. Consideration of a Resolution authorizing the sale and issuance of up to $7,175,000 general obligation bonds of the City in one or more series; and providing for related matters
P. 58 - 100

2. Consideration of an Ordinance approving the Park City Heights Phase 1 Subdivision located at Richardsons Flat Road, Park City, Utah P. 101 - 114
   (a) Public hearing
   (b) Action

3. Consideration of approval of a Purchase Agreement with Ivory Development LLC, in the amount of $15,500,000 and in a form approved by the City Attorney, selling the City's undivided co-tenancy interest and Boyer Park City Junction LC's interest in 195 acres of unimproved land within the Park City Heights Master Planned Development, as well as one other unimproved parcel within the same MPD wholly owned by Park City Municipal Corporation
   (a) Public hearing P. 115 - 180

(b) Action

4. Consideration of an Ordinance amending Sections 4-1-1.20, 4-2-16, 4-2-21(D), 4-3-9, and creating Section 4-1.1.22 of the Park City Municipal Code to clarify how temporary businesses and gifting are regulated during the Sundance Film Festival P. 181 - 193
   (a) Public hearing
   (b) Action

5. Consideration of a Resolution amending Section 4.3 Convention Sales related fees and replacing and repealing Resolution No. 30-11 in its entirety P. 181 - 193
   (a) Public hearing
   (b) Action

VI OLD BUSINESS

1. Consideration of an Ordinance approving the Snowcrest Condominium Plat Amendment located at 1530 Empire Avenue, Park City, Utah P. 194 - 210
   (a) Public hearing
   (b) Action

2. Consideration of extending the Letter of Intent on Treasure between Park City and the Sweeney Family (MPE Inc.) P. 211 - 228
   (a) Public hearing
   (b) **Motion to continue to December 1, 2011**

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII 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. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m.

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
NOVEMBER 24, 2011

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, November 24, 2011. City offices will be closed for the Thanksgiving Holiday on November 24 and 25, 2011.

Posted: 11/14/11
See: www.parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.

November 2011
24 **Thanksgiving**

December 2011
1 PC Heights special assessment district - PR
Electrical utilities: (3:45 – 5:45 p.m.)
Bonanza Park Substation move
Electrical pole/lines visual mitigation
Ordinance for siting utility facilities
Financial advisor contract
8200 Royal Street East Stag Lodge plat amendment – Kirsten
Ordinance amending Title 11, Buildings and Building Regulations, Chapters 3, 4, 7, 8, 9, 12 and 13 of the Municipal Code of Park City, Utah to amend the assessment of Water Impact Fees and update references to National and International Codes and Standards
Inter-local agreement with Summit County for police database integration – Scott
GRAMA Ordinance
Public hearing on Resolution on Walkability GO Bond
8 Joint work session with Planning Commission
14 PC MARC reception for officials 6 – 8 p.m.
15 Swearing in of police officers
Insurance carrier renewals
Trail Event Policy and associated fees
PC Marc ribbon-cutting
MOU and City Services Contract extension – KAC
National citizen participation survey (1 hr)
Audit approval
22 **Holiday recess**
29 **Holiday recess**

January 2012
5
12
19 **No meeting – Sundance Film Festival Opener**
26

Pending Items:
Resolution establishing a strategic plan for City-owned property with development potential in Park City, Utah and repealing and replacing Resolution No. 22-05 in its entirety

MEMORANDUM

To: Mayor and City Council – Board of Canvassers
From: Sharon Bauman, Election Officer
Date: November 17, 2011
Re: Certification of official canvassers' report of the November 8, 2011 Municipal General Election for Park City, Utah

On November 17, 2011 City Council members will convene prior to work session to certify the official canvassers' report as mandated by law:

WHEREAS, UCA 20A-4-301(2), provides as follows:
(2) (a) The mayor and the municipal legislative body are the board of municipal canvassers for the municipality.
(b) The board of municipal canvassers shall meet to canvass the returns at the usual place of meeting of the municipal legislative body:
(i) for canvassing of returns from a municipal general election, no sooner than seven days after the election and no later than 14 days after the election; or
(ii) for canvassing of returns from a municipal primary election, no sooner than three days after the election and no later than seven days after the election.
(c) Attendance of a simple majority of the municipal legislative body shall constitute a quorum for conducting the canvass.

Preliminary "unofficial" results of the 2011 Municipal General Election are shown below.

Park City Municipal Council		
	Total	
Number of Precincts	10	
Precincts Reporting	10	100.0 %
Total Votes	2781	
Beerman	843	30.31%
Bransford	286	10.28%
Peek	857	30.82%
Simpson	774	27.83%
Write-in Votes	21	0.76%

The resolution presented to you for adoption on November 17, 2011 will include the absentee ballots and qualified provisional ballots, which will be added to these totals. That information will be provided to us on November 16, 2011.

Resolution No. -11

RESOLUTION OF THE BOARD OF CANVASSERS CERTIFYING THE OFFICIAL CANVASSERS' REPORT OF THE NOVEMBER 8, 2011 MUNICIPAL GENERAL ELECTION FOR PARK CITY, UTAH

WHEREAS, on November 8, 2011, a General Municipal election for park City, Utah was held to elect three City Council members for a term of four years beginning January 1, 2012.

WHEREAS, this election was conducted by Summit County as part of a county-wide election that included municipal elections, district elections, and county propositions, and final election results were provided by Summit County following its canvass on November 9, 2011. Those results pertaining specifically to Park City's municipal election are included in this official canvas report.

WHEREAS, UCA 20A-4-301(2), provides as follows:
(2) (a) The mayor and the municipal legislative body are the board of municipal canvassers for the municipality.
(b) The board of municipal canvassers shall meet to canvass the returns at the usual place of meeting of the municipal legislative body:
(i) for canvassing of returns from a municipal general election, no sooner than seven days after the election and no later than 14 days after the election; or
(ii) for canvassing of returns from a municipal primary election, no sooner than three days after the election and no later than seven days after the election.
(c) Attendance of a simple majority of the municipal legislative body shall constitute a quorum for conducting the canvass.

WHEREAS, the Park City General Municipal Election was held on November 8, 2011, with polls located at two locations:

Marsac City Hall, 445 Marsac Ave., Park City, UT serving precincts:

#1 Deer Valley	#32 Old Town North
#2 Old Town South	Wasatch County Precinct 13.1
#31 Deer Valley South	

Park City High School, Eccles Center Lobby, 1750 Kearns Blvd., Park City, UT serving precincts:

#3 Prospector	#5 Park Meadows South
#4 Thaynes Canyon	#6 Quarry Mountain
#33 Sidewinder	#35 Park Meadows North

ELECTION RESULTS

The following counts include ballot votes counted on General election night November 8, 2011 early voting ballots, absentee ballots, and provisional ballots verified as acceptable for counting by the Summit County Clerk's Office.

COUNCIL CANDIDATES	TOTAL
Andy Beerman	
Anne L. Bransford	
Richard “Dick” Peek	
Liza Simpson	

City Council candidates **Andy Beerman**, **Richard “Dick” Peek**, and **Liza Simpson** received the highest number of votes in this General Election and are hereby certified as duly elected for the office of City Council for a four year term.

GENERAL ELECTION TURNOUT

TURNOUT	
Active Registered Voters	
Number Ballots Cast	
Turnout Percentage	

An election audit of the electronic voting equipment and tapes of the election was conducted on November 9, 2011, 10:00 a.m. and the findings deemed the equipment to have operated in an accurate manner.

CERTIFICATION

The Board of Canvassers has reviewed this Resolution as the official Canvassers' report and hereby certifies that the election information contained in it is accurate.

PASSED AND ADOPTED this 17th day of November, 2011

PARK CITY MUNICIPAL CORPORATION
BOARD OF CANVASSERS

____
Councilmember Alex Butwinski

____
Councilmember Joe Kernan

____
Councilmember Cindy Matsumoto

____
Councilmember Richard Peek

____
Councilmember Liza Simpson

Mayor Dana Williams

Attest:

City Recorder

CERTIFICATION

It is hereby certified as follows:

Results of the canvass will be published in the Park Record, a newspaper of general circulation; and a copy of the canvass will be filed with the Office of the Lieutenant Governor.

Sharon Bauman, Election Officer

City Council
Staff Report

Subject: Water Impact Fees
Author: Clint McAffee, Interim Water Manager
Department: Water
Date: November 17, 2011
Type of Item: Informational

Summary Recommendations:
Provide feedback to staff on current plan to develop modifications to existing impact fee administration. Current plan includes minor changes to be adopted in December 2011 and major changes in July of 2012.

Topic/Description:
Municipal Code – Impact Fees

Background:
The purpose of this report is to build upon and clarify previous discussions with Council regarding impact fee calculation, recent issues with impact fees, and where we are heading in the future.

Background Discussions
During the September 29, 2011 meeting, Council requested a discussion on the existing water impact fee and assessment and the timeline for completing an updated water impact fee study. Subsequently, a manager's report was included in the Council packet for the October 13, 2011 meeting.

Current Water Impact Fee Assessment Process under current MCPC
Residential water impact fees are assessed by building square footage.

Non-residential water impact fees are assessed per "floor area per occupant" which varies for several property types, including restaurants.

For some non-residential property types, the fee per occupant is "Calculated", e.g., "Warehouse". In these cases, the water impact fee administrator determines the fee based on building square feet, number of employees, plumbing fixtures or other appropriate and available measures including the Utah Division of Drinking Water. Calculated fees require the water impact fee administrator to use their best judgment and available resources when determining impact fee calculation methodology and amounts.

If a fee payer believes that a fee should be charged other than that determined by calculations described above they can prepare and submit an independent fee calculation. After review, the City Manager has the ability to adjust the impact fee.

Recent Issues with Water Impact Fee Assessment:
Outdoor dining decks have brought to light some issues with the current assessment methodology. Council determined that no fees would be assessed for the temporary outdoor dining decks on Main Street. The temporary timeframe for the dining decks has been set at 3 years.

Permanent dining decks and other restaurant expansions are or have been constructed for several applications and are being assessed water impact fees based on the current code. Below are three examples where impact fees have been an issue.

<u>Example 1 – Wahso</u>
During the summer of 2010, Wahso built a permanent dining deck and was charged an impact fee as a result. Wahso's impact fee was calculated based on 15 square feet per occupant per the International Building Code (IBC). The IBC was used rather than the current Municipal Code of Park City (MCPC) which uses 7 square feet per occupant. Using the IBC resulted in a significantly smaller fee. Subsequently, Wahso paid a smaller water impact fee of $5,151. Staff is currently in contact with Wahso regarding an independent fee calculation that may result in a fee adjustment by the City Manager.

<u>Example 2 – Deer Valley</u>
During the summer of 2011, Deer Valley expanded their employee dining area to more comfortably serve Deer Valley employees. Deer Valley's impact fees were calculated using the MCPC to be $47,470. After the issuance of the building permit and commencement of construction, Deer Valley approached Park City and asked that the fee be calculated per the IBC. The City agreed and determined that the fee using the IBC was $20,705. Subsequently, Deer Valley was refunded the difference. The final fee assessed was consistent with what Wahso was charged per square foot of added dining area. Staff is currently in contact with Deer Valley regarding an independent fee calculation that may result in a fee adjustment by the City Manager.

<u>Example 3 – Park City Mountain Resort</u>
During the fall of 2011, Park City Mountain Resort (PCMR) was proposing to build a facility to serve hot dogs that would include an outdoor deck for seating. As a result impact fees were determined and presented to PCMR. PCMR considered the fees to be extraordinary and submitted an independent fee calculation. The water impact fee administrator considered the independent fee calculation and agreed the fee should be reduced based on the facts that the facility would not be full service restaurant, cooking would consist of boiling hot dogs in PCMR's existing facilities, food would be served on disposable paper products, there would be no restrooms, customers would be served bottled water only, and the fixtures added would be per the health department for sanitizing serving utensils only. Subsequently, PCMR's impact fee of $810 was calculated using a fixture unit based method and was paid by PCMR.

Water Impact Fee Study and Water Impact Fee Assessment Updates:

<u>Minor Code Updates (December 2011, pending Council approval)</u>
The current table for non-residential water impact fees in 11-13-2 (A)(2) lists floor area per occupant for bars and restaurants as 7 square feet. The IBC lists the floor area per occupant as 15 square feet. This value was changed in 11-13-2 in the 2007

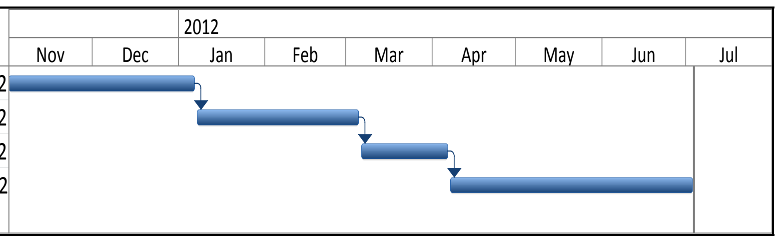
amendment discussed in the October 13 Manager's Report. As discussed in the examples above, the Building Department has been using the 15 square feet value to assess water impact fees to be consistent with the IBC. This is advantageous to the fee payer as well. The code is on the Council Agenda for December 1, 2011 to update the MCPC to be consistent with the IBC.

Major Code Updates (July 2012, pending Council approval)
An analysis of the capital plan that is the input for the water impact fee study is currently underway. The largest component of the capital plan that is attributable to new growth, and thus impact fee eligible, is the future purchase of additional source water. The true costs for the water purchase options along with the related infrastructure can only be estimated at this point and vary by possible option. Therefore, a sensitivity analysis will be performed as part of the financial analysis for the impact fee. The analysis will demonstrate how sensitive the resulting impact fee is to the variance of the water purchase option.

The calculation methodology for assessing impact fees is also being addressed and alternatives are being considered. One alternative staff is considering is a calculation methodology based on fixture units. This methodology would be more black and white than the current method and would simplify the impact fee administration process.

The following timeline for completing the impact fee study and enacting the resulting fee and calculation methodology is shown below. It should be noted that much is the time required to complete the study is dictated by State law.

Task Name	Start	Finish
Financial Analysis for Impact Fees	Mon 10/31/11	Fri 1/6/12
Impact Fee Reports (2)	Sat 1/7/12	Mon 3/5/12
Noticing, Public Hearing & Enactment	Tue 3/6/12	Fri 4/6/12
Mandatory Waiting Period Before New Fees Take Effect (90 days)	Sat 4/7/12	Tue 7/3/12



The main goals of this major update are to:

- Charge fees at a rate that better reflects the cost of future water and water infrastructure to accommodate growth within the service area.
- Simplify the water impact fee calculation method.
- Adopt a calculation method that is much more black and white than the current method.

Department Review:
This Staff Report has been reviewed by Public Works, Legal, and the City Manager's Office and their comments have been integrated into this report.

Recommendation:
Provide feedback to staff on current plan to develop modifications to existing impact fee administration. Current plan includes minor changes to be adopted in December 2011 and major changes in July of 2012.

City Council Staff Report

Subject:	Strategic Policy Input for Budget Process
Author:	Bret Howser, Budget Officer
Department:	Budget, Debt & Grants
Date:	November 10, 2011
Type of Item:	Information/Discussion

Summary Recommendations:
In preparation for the upcoming budget process, Council should hold a discussion regarding the policy and strategic direction for three of the City's outcome areas (or council goals), namely: Preservation of Park City Character, Work Class/Multi-seasonal Resort Community, and Open and Responsive Government. Council should provide staff with initial direction to continue or alter the current course with respect to programs and strategic plans within each of these outcome areas.

Topic/Description:
Strategic Input for FY13-FY14 Budget Biennium

Background:
During work session on October 13, the Budget Department presented a timeline illustrating a proposed process for the FY 2013 and FY 2014 budget biennium. A reproduction of that timeline is included with this report as Attachment A. Council directed staff to proceed with the proposed new budget process, which incorporates aspects of the Budgeting for Outcomes (BFO) process, collaborative budgeting, and performance measurement and benchmarking.

Staff began the new budget process in early November by reconvening the Budget Technical Team to look at long term revenue projections. This year's team includes Annette Ellis from Police, Heinrich Deters from Sustainability, Jasmina Jusic from Library, Jason Glidden from Ice, Kyle MacArthur from Water, and Patricia Abdullah from Planning. Currently, this team is reviewing methodologies previously used to project revenues in both the long and short term. Among other things, this team will address potential new methods for projecting the new growth aspect of the City's property tax revenue stream. Eventually, the Tech Team will finalize a set of projected revenues for the upcoming budget biennium and develop a methodology for initially distributing revenues amongst BFO Outcome Areas.

In order to meet the Council's clearly communicated expectation to get involved early, the new budget process continues with a series of Council discussions in November and December regarding policy and strategic direction for each of the City's BFO Outcome Areas. During work session on November 17, Council will hold the first of these discussions.

Analysis:
Staff proposes that Council follow the outline for discussion as proposed below:

November 17: Outcome Areas 1, 2 & 6: Preservation of Park City Character; World Class Multi-Seasonal Resort Community; and Open & Responsive Government to the Community

December 8: Outcome Areas 3, 6 & 8: Effective Transportation; Regional Collaboration & Partnerships; and Public Safety

December 15: Outcome Areas 4 & 5: Water & Natural Environment; Recreation, Open Space & Trails

During these discussions, Council will begin to give initial policy direction to staff regarding the desired outcomes in each of these areas, including potential changes to levels of service, new or expanded programs, desired capital investment, underperforming or defunct programs, etc. Staff will eventually synthesize this direction into a strategic tool that will be drafted with the purpose and intent to:

- Integrate Strategic planning into the budget process
- Serve as a “Request for Proposals” for BFO bids
- Simply and graphically communicate strategic direction for a policy area

A team of City staff is currently working on a layout and design for this tool, and future reports will give updates of their progress.

<u>Policy Discussion for November 17</u>
During work session on November 17, staff encourages Council to discuss the goals listed below, using information provided as reference material. Council should discuss generally the programs and capital initiatives the City is funding within each goal, and whether these are leading to the desired outcome. Using the benchmarking and survey data provided, Council should discuss whether existing programs are having the intended effect, and, if they are not, what programs/services/capital investments might be enhanced or added/taken away to better achieve the desired outcome. The discussion can and should be fairly free-form, and staff will synthesize the conversation into a proposed policy direction once each of the goals has been thoroughly discussed (likely January). At that point, Council should finalize their initial direction for the budget process.

Outcome Area #1: Preservation of Park City Character

BFO Programs – The following table lists the programs and services identified during last year’s BFO process that pertain to this Outcome Area. The programs are listed in the order in which they were prioritized by the Results Team. Council is encouraged to use the provided check boxes to organize their individual thoughts prior to the work session discussion. Council discussion should focus on: 1) whether the intended overall outcome is being achieved; 2) if not, do levels of service need to be adjusted for certain programs; and 3) do some programs need to be removed or other programs added. Using the tool below should help facilitate this conversation.

		Same LOS		Change LOS	
BFO Program	Department(s)	Same Focus	Change Focus	Reduce	Increase
Long Range Planning	PLANNING DEPT.				
Historic District Design Review	PLANNING DEPT.				
Planning Application Review	Multiple Departments				
Graffiti Removal	STREET MAINTENANCE				
Permitting/Current Planning	PLANNING DEPT.				
Code Amendments	PLANNING DEPT.				
Old Town Street Improvements	Debt				
Carbon Reduction	COMMUNITY & ENVIRONMENT				
Library Technical Services	LIBRARY				
Library Circulation Services	LIBRARY				
Affordable Housing	COMMUNITY & ENVIRONMENT				
Library Adult Services	LIBRARY				
Planning Customer Service	PLANNING DEPT.				
Environmental Regulation/EPA	Multiple Departments				
Library Youth & Spanish Services	LIBRARY				
Leadership Program	Non-Departmental				

New Program/Service/Capital Investment:

____
____
____
____

Strategic Plan Summaries – The City maintains several strategic plans on various topics. Staff has divided those strategic plans into Outcome Areas and summarized recommendations from those strategic plans are presented here as a reminder and in seeking confirmation from Council regarding general direction.

McPolin Farm Master Plan (2008):

- Capital Improvements - Priority
    - Paving Driveway – High (completed)
    - ADA Access from Tunnel to Main Shed – High (completed)
    - Paved connection from upper trail to shed - High (completed)
    - Antique Farm Equipment Display – Council Approval (completed)
    - Remove and replace wire fence along stream - Low
    - Restore Barn – Low
- Continue Passive Use of Property
- Use 12 event days as permitted under CUP

Old Town Improvement Study (2002, updated 2011)

- Set a one month goal of additional public discussions on the researched OTIS projects. Actions taken to further stimulate additional debate and discussion will ultimately allow opinions to form on which category priorities are best suited for funding appropriations.

- City Council should provide staff direction on whether certain project categories have support and can be considered in a budget prioritization process.
- Given a “big picture” set of project priorities, City Staff should put together a series of funding strategies ranging from conservative to aggressive. Council will need to provide direction on the degree of funding alternatives deemed appropriate.
- Discussions on the envisioned capital projects within Old Town would then enter into the 5 year CIP planning process. Preparations for the next 2 year budget cycle would utilize the outcomes of the CIP prioritization process.
- As discussions evolve, policy guidelines will be updated and/or created relating to the prioritization process for capital projects.
- A slate of intended Old Town Street Reconstruction projects was adopted (see attached list from 2011 update)

Survey Data – This report contains data from the recently completed National Citizen Survey. Park City residents were asked a series of questions regarding public services, quality of life, etc. Responses were converted to a 1-100 scale and ranked against approximately 500 government entities participating to develop a benchmark. In some cases a comparison of “Above” the benchmark is good, and in other cases “Below” the benchmark is good. The Budget department has categorized these survey benchmarks by outcome area and they are presented here.

A full report and professional explanation of the entire Citizen Survey will be presented to Council on December 15. At that time, the consultant and staff will discuss lessons learned from the survey regarding the City’s service levels. It may become necessary for Council to revisit the service level discussion for these outcome areas following that discussion.

Overall Community Quality Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Overall quality of life in Park City	88	3	323	Much above
Your neighborhood as place to live	81	18	240	Much above
Park City as a place to live	92	2	281	Much above
Recommend living in Park City to someone who asks	89	10	152	Much above
Remain in Park City for the next five years	85	17	152	Much above

Housing Characteristics Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Availability of affordable quality housing	33	188	242	Much below
Variety of housing options	42	123	141	Much below

Housing Costs Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Experiencing housing costs stress (housing costs 30% or MORE of income)	40	54	148	More

Built Environment Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Quality of new development in Park City	55	94	211	Similar
Overall appearance of Park City	81	6	256	Much above

Population Growth Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Population growth seen as too fast	61	40	203	Much more

Nuisance Problems Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Run down buildings, weed lots and junk vehicles seen as a "major" problem	2	190	205	Much less

Planning and Community Code Enforcement Services Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Land use, planning and zoning	52	43	238	Much above
Code enforcement (weeds, abandoned buildings, etc.)	52	83	280	Much above
Animal control	58	78	246	Above

Economic Sustainability and Opportunities Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Employment opportunities	45	46	234	Much above
Shopping opportunities	57	77	231	Much above
Park City as a place to work	66	36	249	Much above
Overall quality of business and service establishments in Park City	62	37	139	Above

Economic Development Services Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Economic development	52	58	226	Much above

Job and Retail Growth Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Retail growth seen as too slow	17	185	202	Much less
Jobs growth seen as too slow	63	166	205	Much less

Personal Economic Future Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Positive impact of economy on household income	24	29	197	Much above

Cultural and Educational Opportunities Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Opportunities to attend cultural activities	69	14	240	Much above
Educational opportunities	58	92	199	Similar

Participation in Cultural and Educational Opportunities Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Used Park City public libraries or their services	82	23	176	Much more
Participated in religious or spiritual activities in Park City	36	94	103	Much less

Cultural and Educational Services Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Public schools	72	38	199	Much above
Public library services	79	47	241	Much above

Community Health and Wellness Access and Opportunities Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Availability of affordable quality health care	62	19	199	Much above
Availability of preventive health services	66	11	116	Much above

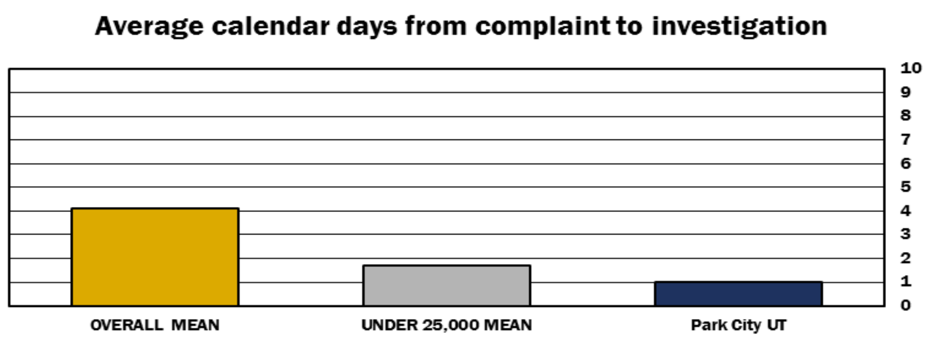
Community Quality and Inclusiveness Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Sense of community	75	6	241	Much above
Openness and acceptance of the community toward people of diverse backgrounds	62	48	217	Above
Availability of affordable quality child care	36	154	190	Much below
Park City as a place to raise kids	82	29	276	Much above
Park City as a place to retire	74	17	265	Much above

Benchmarking Data – The data in this portion was taken from Park City's participation in the ICMA's Center for Performance Measurement (CPM) program. It is included here to help Council assess the City's overall performance in each Outcome Area. Performance measures can provide two benefits:

1. Proper data analysis, interpretation, and implementation can help improve the effectiveness and efficiency of City services.
2. Performance measures provide a benchmark with other participating cities throughout the nation.

Code Enforcement

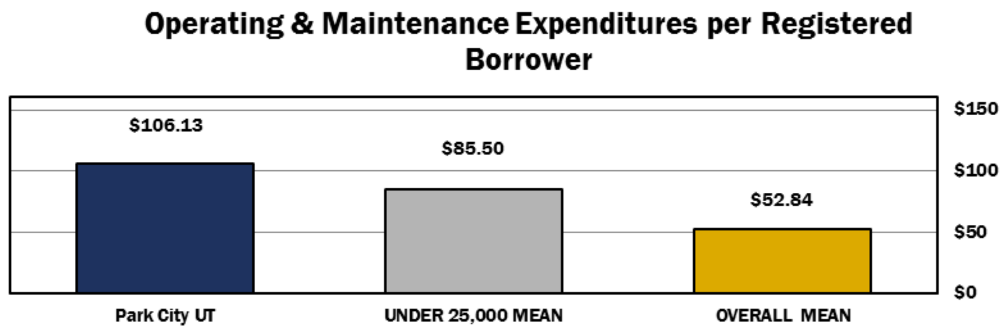
The graph represents the average calendar days from complaint to investigation.



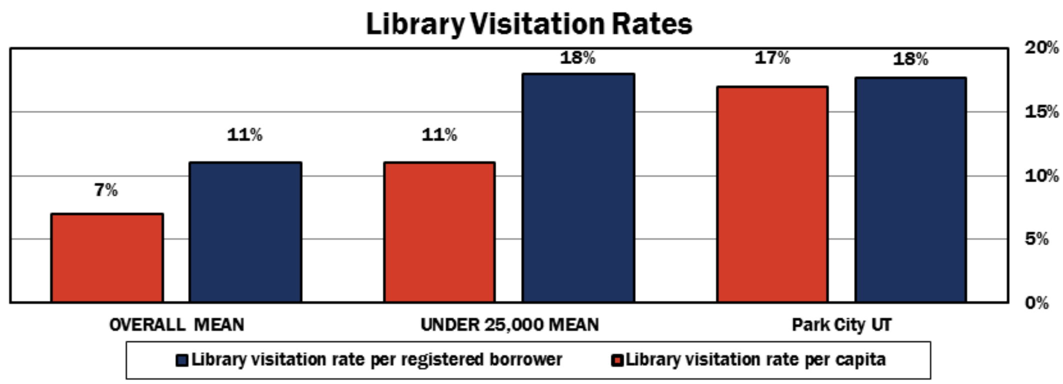
Park City was well under the average, tied for the fifth lowest. Park City's code enforcement responds very quickly to citizen requests.

Library Services

Park City Library services ranked #2 in highest percentage of registered borrowers at 96%. The next figure shows how O & M expenditures per Registered Borrower are above average.



The O & M expenditures per item circulated is above average at $8.99 where the Under 25,000 average is $4.69 and the overall CPM average is $3.38. However, the visitation rates are also very high. The next graph shows the Visitation rates.



The visitation rates for the library were ranked #7 amongst participating CPM cities. From this information, one conclusion we reached was that we provide a very high level of service for a top quality library experience.

Outcome Area #2: World-Class Multi-Seasonal Resort Community

BFO Programs –

BFO Program	Department(s)	Same LOS: Same Focus	Same LOS: Change Focus	Change LOS: Reduce	Change LOS: Increase
Special Events	Multiple Departments				
Economic and Re-development	ECONOMY				
RDA Improvements	Debt				

New Program/Service/Capital Investment:

Strategic Plan Summaries –

Economic Development Strategic Plan

- Vision: To provide long-term economic health for the greater Park City region through a proper balance of tourism initiatives and sustainable community desires for those that live in and visit the area. As a guiding principle, all economic development initiatives will consistently strive to sustain a vibrant multi-seasonal destination resort community.
- Top Priority Goals:
    - Facilitate the redevelopment of the resort economy by using the Lower Park Avenue RDA as a means to implement projects
    - Protect, preserve, and promote the historic Main Street downtown area as the heart of the region.
    - Further develop and populate the event calendar; while continuing to balance impacts on community character and quality of life of residents, and quality of experience of visitors.
    - Further develop and market the uniqueness of Park City and why it is set apart from other mountain resort communities.
- High Priority Goals
    - Maintain and improve the balance of Sustainable Community goals by going beyond just economic initiatives to include social and environmental strategies.
    - Facilitate the establishment of more "attractions/areas of interest" for both visitors (tourism economy) and residents (population economy).
    - Proactively target business sectors that will fill voids left by departing companies or for smart redevelopment reasons.
    - Improve upon an already busy winter tourism season with efforts to maximize its full potential.
- Strategies: (see attachment)
- Top Priority Projects/Programs
    - Assist in redevelopment of resort and commercial areas
    - Events - Overhaul process & fee schedule; prioritize calendar
    - Market Analysis/Needs Assessment (downtown)
        - Identify preferred commercial mix
        - include study on residential & impact/carrying capacity
    - Assist in business attraction/retention of both resort-based and year round businesses
    - Downtown Capital Projects
        - Downtown Plaza
        - Pedestrian improvements
- High Priority Projects
    - Continue building trail network infrastructure and Urban pathways
    - Assist in renovation of the Main Street Mall
    - Assist PC businesses on retention & dvlpmnt initiatives
    - High Altitude Training Destination

- Priority Projects
    - Monitor commercial mix in Main Street Storefronts
    - Interconnect
    - Smart Messaging signs for parking information / events

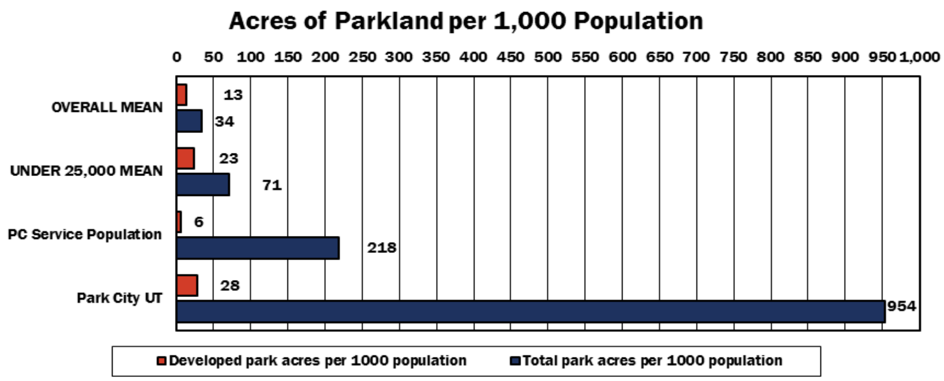
Survey Data –
(See applicable measures in outcome area #1)

Benchmarking Data –

Parks & Recreation

The Parks & Recreation Department revenues were right around the CPM average for cost recovery. The golf revenues were well above the CPM average in cost recovery. Parks & Recreation revenues from endowments, grants & foundations were very high.

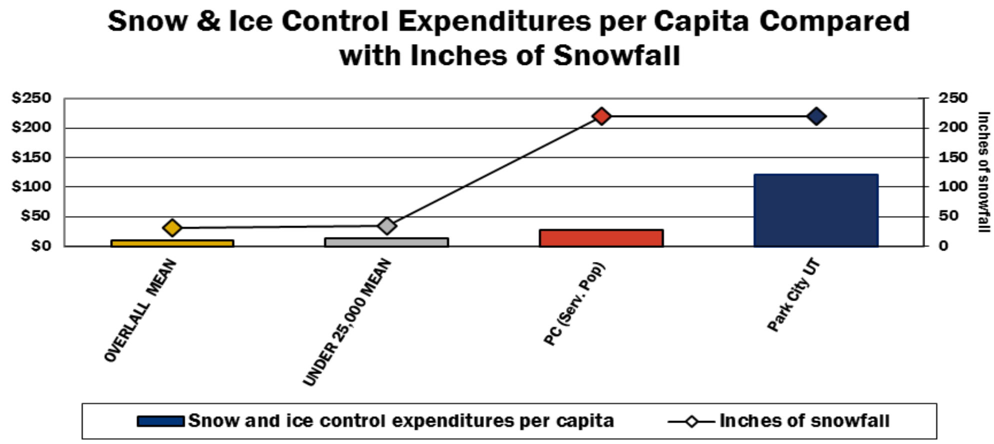
Park City's developed parks are above the CPM average. Park City (Resident Population) has 3 times more undeveloped parkland than the next closest city!



This is a great indication of Park City fulfilling the goal of providing recreation, open space, and trails. This may also be an indicator that cost recovery levels are adequate. Our open space levels are "world class."

Highways

Of all the participating CPM cities, Park City was number one in the most inches of snowfall. The expenditures are relatively low compared to the overall mean, considering the amounts of snow received in Park City compared to all other participating cities.



Outcome Area #7: Open & Responsive Government to the Community

BFO Programs –

		Same LOS		Change LOS	
BFO Program	Department(s)	Same Focus	Change Focus	Reduce	Increase
Software Maintenance/Upgrades	TECHNICAL & CUSTOMER SERVICES				
Pay Plan Design/Administration	HUMAN RESOURCES				
Financial Services	FINANCE				
Council & Board Support	Multiple Departments				
Budget Preparation, Coordination, and Monitoring	BUDGET, DEBT & GRANTS				
Revenue/Resource Management	BUDGET, DEBT & GRANTS				
Network Support	TECHNICAL & CUSTOMER SERVICES				
Community Outreach and Citizen Engagement	Multiple Departments				
Systems Support	TECHNICAL & CUSTOMER SERVICES				
Website	TECHNICAL & CUSTOMER SERVICES				
Policy Creation & Implementation	Multiple Departments				
Performance Management	HUMAN RESOURCES				
Records Management	Multiple Departments				
Staff Support	CITY MANAGER				
Benefit Design/Administration	HUMAN RESOURCES				
Capital Budgeting	BUDGET, DEBT & GRANTS				
Debt Issuance	BUDGET, DEBT & GRANTS				
Analysis Resource	BUDGET, DEBT & GRANTS				
Customer Service/Front Desk	TECHNICAL & CUSTOMER SERVICES				
Support/Help Desk	TECHNICAL & CUSTOMER SERVICES				
Special Meetings	CITY MANAGER				
GIS	TECHNICAL & CUSTOMER SERVICES				
Venture Fund	CITY MANAGER				
Contracts/Grants	LEGAL				
Valuing Employees	HUMAN RESOURCES				
Accounting/Audit/Treasury	FINANCE				
Performance Measures and Benchmarking	BUDGET, DEBT & GRANTS				
City Recorder	CITY MANAGER				
Litigation	LEGAL				
Recruitment	HUMAN RESOURCES				
Employment Review	LEGAL				
Marsac Remodel	Debt				
Risk Management	LEGAL				
Asset Management/Replacement Program	BLDG MAINT ADM				
Public Works Facility	Debt				

		Same LOS		Change LOS	
BFO Program	Department(s)	Same Focus	Change Focus	Reduce	Increase
General Legal Support	LEGAL				
Local, State, and Federal Employment Compliance	HUMAN RESOURCES				
Fleet Management & Maintenance	FLEET SERVICES DEPT				
Building Repairs and Maintenance	BLDG MAINT ADM				
Utilities	BLDG MAINT ADM				
City Bldg Inspections and Contract Supervision	BLDG MAINT ADM				
Short-Term Citywide Personnel	HUMAN RESOURCES				
Janitorial Services	BLDG MAINT ADM				

New Program/Service/Capital Investment:

Survey Data –

Civic Engagement Opportunities Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Opportunities to participate in community matters	75	2	142	Much above
Opportunities to volunteer	82	2	144	Much above

Participation in Civic Engagement Opportunities Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Attended a meeting of local elected officials or other local public meeting	44	13	200	Much more
Volunteered your time to some group or activity in Park City	70	6	201	Much more
Participated in a club or civic group in Park City	51	3	119	Much more
Provided help to a friend or neighbor	96	20	118	Similar

Voter Behavior Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Registered to vote	81	150	208	Similar
Voted in last general election	72	124	207	Similar

Use of Information Sources Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Read the Park City Municipal Newsletter	62	125	145	Much less
Visited the Park City Web site	75	10	140	Much more

Local Government Media Services and Information Dissemination Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Public information services	69	15	229	Much above

Contact with Immediate Neighbors Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Has contact with neighbors at least several times per week	53	41	134	More

Public Trust Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Value of services for the taxes paid to Park City	61	30	293	Much above
The overall direction that Park City is taking	59	43	252	Much above
Job Park City government does at welcoming citizen involvement	67	3	260	Much above
Overall image or reputation of Park City	84	3	237	Much above

Services Provided by Local, State and Federal Governments Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Services provided by Park City Municipal Government	66	100	316	Above
Services provided by the Federal Government	44	59	212	Similar
Services provided by the State Government	43	106	213	Similar
Services provided by Summit County Government	58	14	129	Much above

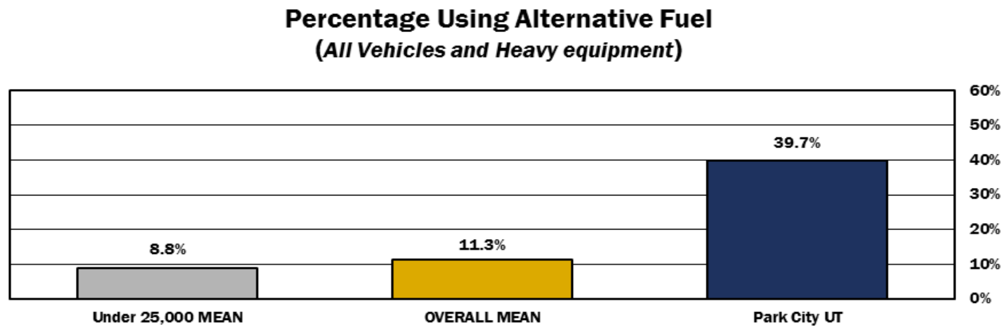
Contact with City Employees Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Had contact with City employee(s) in last 12 months	57	99	231	Similar

Perceptions of City Employees (Among Those Who Had Contact) Benchmarks				
	Park City average rating	Rank	Number of Jurisdictions for Comparison	Comparison to benchmark
Knowledge	75	55	259	Above
Responsiveness	73	54	260	Above
Courteousness	76	51	216	Above
Overall impression	73	65	287	Above

Benchmarking Data –

Fleet

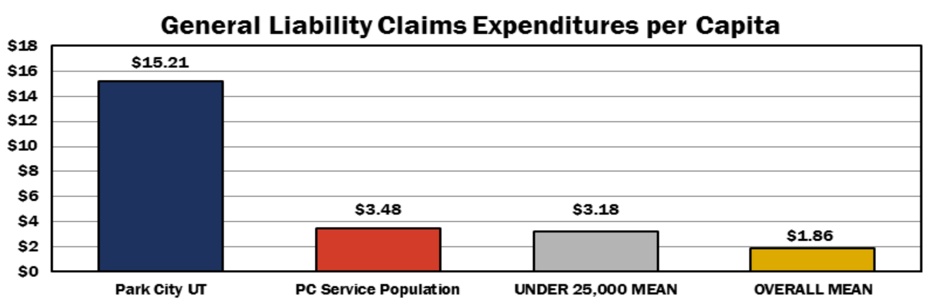
Park City ranked in the top 3 cities for the percentage using alternative fuel!



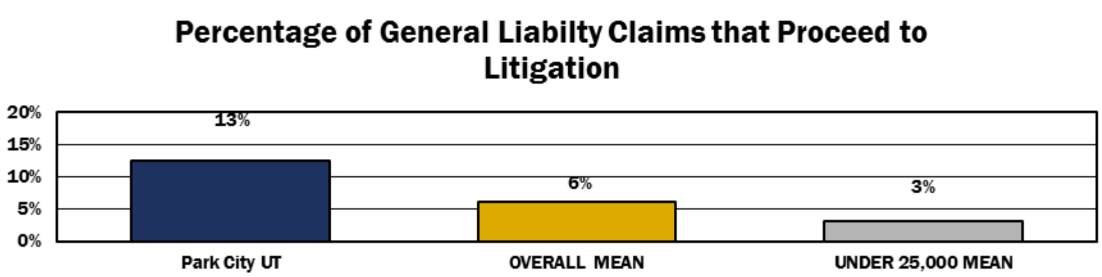
We are well ahead of many cities in the country in our use of alternative fuel.

Risk Management & Legal

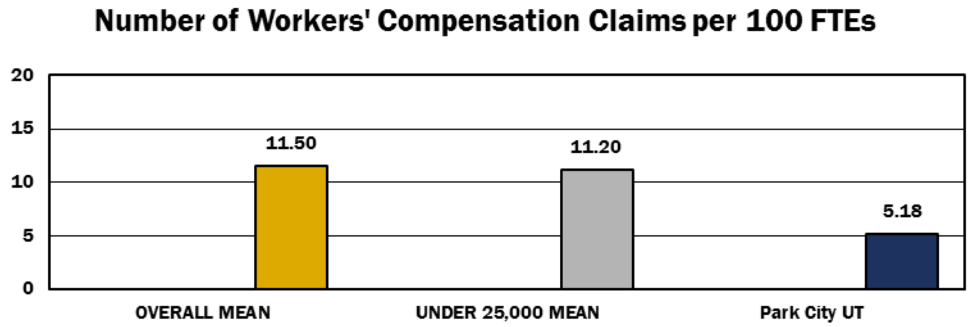
The data shows that the liability claims are very high, even when adjusted for service population. The graph shows General Liability Claims Expenditure per Capita.



Park City ranks #2 in residential population and #9 in service population with 74 participating cities. Park City is high above the mean in Percentage of General Liability Claims that Proceed to Litigation.



We get sued more than most cities. There may be several reasons for this, but the question of why, where, and for what needs to be reviewed. The next graph shows the Number of Workers Compensation Claims per 100 FTEs.



Park City ranked in the top 4 for this category.

<u>Next Steps</u>
Dec 8: Continued Strategic Discussion & Direction
Dec 15: Continued Strategic Discussion & Direction
Early January: Work Session – Synthesize & Confirm Direction for the Budget Process
Dec-Jan: Departments will draft BFO bids in line with Council direction
January: Staff will draft Strategic Policy Tool
February: Council Visioning – Staff will present draft Strategic Policy Tool to Council
March & April: Results Team will use Strategic Policy Tool to guide BFO bid purchasing recommendations
May-June: Staff will present finalized Strategic Policy Tool with recommended program budgets and BFO purchasing decisions

Department Review:
Budget, Debt & Grants, Sustainability, City Manager, Legal

Alternatives:
A. **Approve:** This item is for discussion. There is no Council action required.
B. **Deny:**
C. **Modify:**
D. **Continue the Item:**
E. **Do Nothing:**

Significant Impacts:
This item is for discussion. There is no Council action required.

Consequences of not taking the recommended action:
This item is for discussion. There is no Council action required.

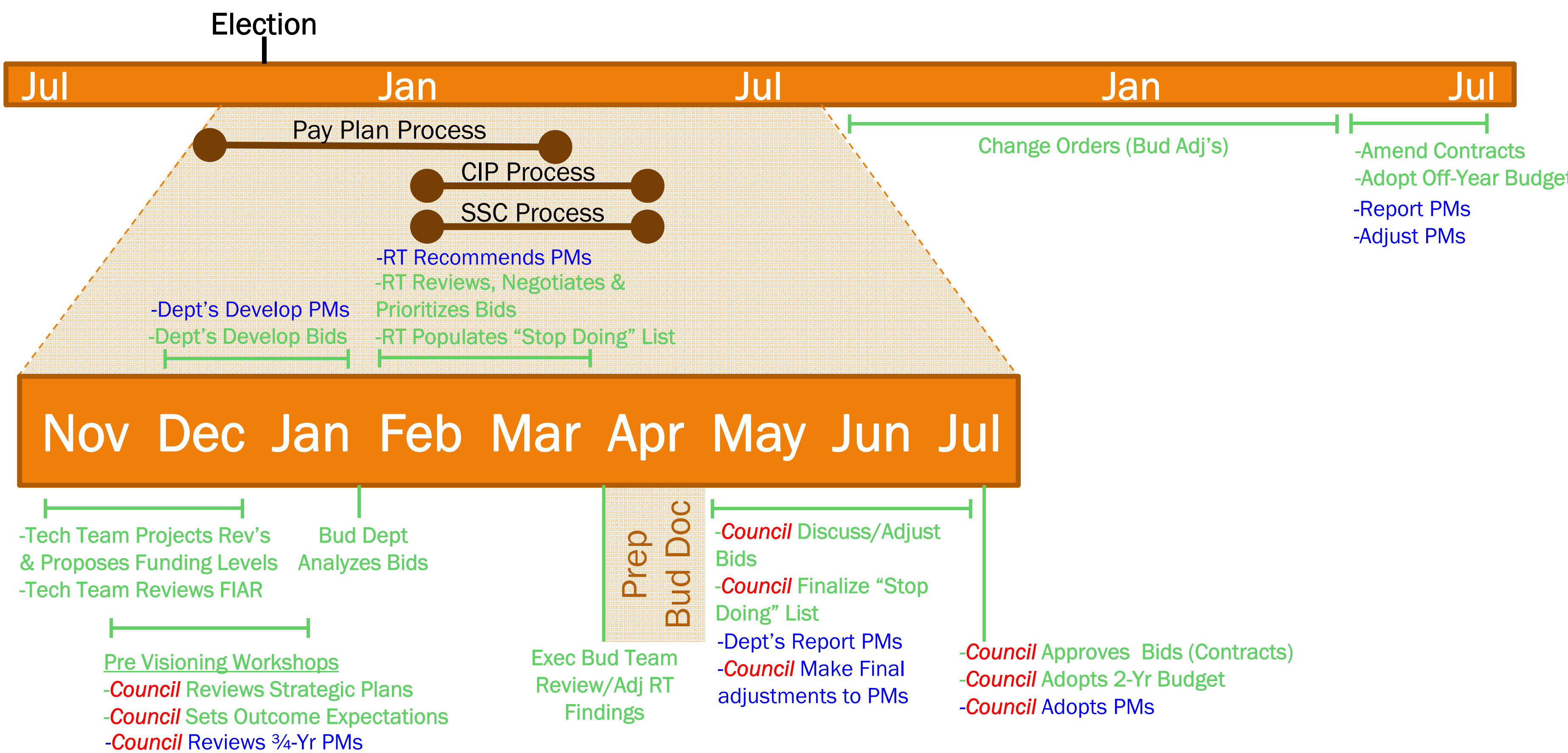
Recommendation:
In preparation for the upcoming budget process, Council should hold a discussion regarding the policy and strategic direction for three of the City's outcome areas (or

council goals), namely: Preservation of Park City Character, Work Class/Multi-seasonal Resort Community, and Open and Responsive Government. Council should provide staff with initial direction to continue or alter the current course with respect to programs and strategic plans within each of these outcome areas.

Attachments:

A- New Budget Process Timeline
B- FY 2011 BFO Prioritization
C- 2011 OTIS Update
D- Economic Development Strategic Plan Matrix

Potential Timeline



Preservation of Park City Character

Impact	Program	Department	Reduced		Current	Enhanced	Total Points	Cost/Benefit Index
Higher Impact	Long Range Planning	PLANNING DEPT.	$69,190	✓	$101,231	$170,850	168	4.84
	Historic District Design Review	PLANNING DEPT.	$160,333	✓	$164,393	$171,792	153	2.71
Medium Impact	Planning Application Review	Multiple Departments	$773,257	✓	$930,711	$1,113,285	149	0.47
	Graffiti Removal	STREET MAINTENANCE	$13,295	✓	$16,749	$20,454	145	25.25
	Permitting/Current Planning	PLANNING DEPT.	$68,476	✓	$77,225	$78,575	140	5.29
	Code Amendments	PLANNING DEPT.	$20,669	✓	$38,262	$51,040	135	10.29
	Old Town Street Improvements	Debt	$235,453	✓	$235,453	$1,705,453	130	1.61
	Carbon Reduction	COMMUNITY & ENVIRONMENT	$42,674	✓	$93,588	$187,176	122	3.80
Lower Impact	Technical Services	LIBRARY	$249,779	✓	$253,151	$274,847	119	1.37
	Circulation Services	LIBRARY	$245,181	✓	$265,057	$317,337	119	1.31
	Affordable Housing	COMMUNITY & ENVIRONMENT	$163,719	✓	$199,645	$259,258	119	1.74
	Adult Services	LIBRARY	$190,725	✓	$197,868	$247,091	118	1.74
	Customer Service - PLANNING DEPT.	PLANNING DEPT.	$146,367	✓	$178,615	$181,058	114	1.86
	Environmental Regulation/EPA	Multiple Departments	$198,984	✓	$301,516	$384,334	112	1.08
	Youth & Spanish Services	LIBRARY	$132,512	✓	$141,512	$161,937	108	2.23
	Leadership Program	Non-Departmental	$100,800	✓	$112,000	$123,200	103	2.68

Goal Total Cost:	$3,306,977	Goal CBI 1.81

Quality & Quantity of Water

	Program	Department		Reduced		Current		Enhanced	Total Points	Cost/Benefit Index
Higher Impact	Water Quality	WATER OPERATIONS		$984,305	✓	$1,007,295		$1,353,902	180	0.52
	Distribution and Maintenance	WATER OPERATIONS		$2,166,646	✓	$2,451,990		$3,084,270	175	0.21
	Water Infrastructure	DEBT/CIP		$3,378,214	✓	$3,378,214		$5,178,214	171	0.15
Medium Impact	Project Management	WATER OPERATIONS		$212,402	✓	$329,647		$359,958	152	1.34
	Conservation	WATER OPERATIONS		$54,121	✓	$81,171		$115,866	149	5.35
	Service Orders	WATER OPERATIONS		$318,139	✓	$357,246		$409,922	147	1.20
	Water Rights/Water Projects	LEGAL		$91,645	✓	$91,645		$91,645	132	4.20
Lower Impact	Water Billing	WATER BILLING		$123,309	✓	$152,347		$191,033	119	2.28

		Goal CBI
Goal Total Cost:	**$7,849,556**	**0.46**

Effective Transportation

	Program	Department		Reduced		Current		Enhanced	Total Points	Cost/Benefit Index
Higher Impact	Winter Snow Operations	STREET MAINTENANCE		$1,029,540	✓	$1,131,978		$1,234,415	185	0.48
	Street & Sidewalk Maintenance	STREET MAINTENANCE		$648,340	✓	$822,456		$1,095,103	165	0.59
	Snow Removal	Multiple Departments		$310,215	✓	$379,659		$478,136	165	1.27
	Engineering Project Management	ENGINEERING		$167,969	✓	$182,489		$197,008	160	2.56
Medium Impact	Winter Service	TRANSPORTATION OPER		$4,219,543	✓	$4,648,557		$5,370,135	153	0.10
	Street Lights/Signs	Multiple Departments		$281,529	✓	$334,920		$411,282	151	1.31
	Clean-up and Control	STREET MAINTENANCE		$190,336	✓	$209,192		$239,672	150	2.09
	Summer Service	TRANSPORTATION OPER		$2,954,332	✓	$3,283,518		$3,800,924	147	0.13
	Parking Management	TRANSPORTATION OPER		$432,028	✓	$487,668		$543,309	134	0.80
	Urban Trails and Walkability	ECONOMY		$888,665	✓	$936,780		$1,730,165	133	0.41
	Transportation Management	TRANSPORTATION OPER		$215,356	✓	$270,356		$399,356	129	1.39
	Swede Alley Parking Structure	SWEDE ALLEY PARKING STRUCT.		$557,769	✓	$577,251		$596,676	127	0.64
Lower Impact	Park City Mobility (Paratransit)	TRANSPORTATION OPER		$221,516	✓	$226,035		$350,000	98	1.26

		Goal CBI
Goal Total Cost:	**$13,490,859**	**0.41**

Public Safety

	Program	Department		Reduced		Current		Enhanced	Total Points	Cost/Benefit Index
Higher Impact	Patrol Operations	POLICE		$629,255	✓	$1,258,510		$1,446,010	187	0.43
	Emergency Management	POLICE		$81,300	✓	$100,000		$121,700	178	5.19
	Emergency Communications	COMMUNITY & ENVIRONMENT		$35,436	✓	$56,514		$75,438	171	8.82
	Public Safety Facility	DEBT		$307,627	✓	$307,627		$307,627	165	1.56
	Youth Services Officer	POLICE		$70,847	✓	$141,694		$162,694	162	3.33
	Community Support	POLICE		$223,662	✓	$447,325		$535,325	160	1.04
	Traffic Enforcement	POLICE		$345,828	✓	$691,656		$846,000	158	0.67
Medium Impact	Dispatch	COMMUNICATION CENTER		$466,071	✓	$504,642		$529,642	153	0.88
	Fire	BUILDING DEPT.		$42,020	✓	$84,039		$126,058	152	5.27
	DARE/Drug Education	DRUG EDUCATION		$23,695	✓	$23,695		$23,695	152	18.71
	State Liquor Enforcement	STATE LIQUOR ENFORCEMENT		$50,113	✓	$50,113		$50,113	145	8.44
	Inspections	BUILDING/ENGINEERING		$519,846	✓	$683,055		$857,375	143	0.61
	Code Enforcement	BUILDING DEPT.		$77,646	✓	$155,292		$232,938	142	2.67
	Crossing Guard	POLICE		$18,034	✓	$40,068		$54,552	136	9.90
	Business Licenses	FINANCE		$84,136	✓	$93,484		$102,832	125	3.90
	Criminal Prosecution	LEGAL		$161,922	✓	$172,381		$182,840	121	2.05

		Goal CBI
Goal Total Cost:	$4,810,095	1.49

Recreation, Open Space, & Trails

	Program	Department		Reduced		Current		Enhanced	Total Points	Cost/Benefit Index
Higher Impact	Trails (Backcountry)	ECONOMY		$16,822	✓	$35,305		$55,216	172	14.21
	Trash Clean-Up	Multiple Departments		$81,568	✓	$105,730		$137,603	158	4.36
	Open Space	COMMUNITY & ENVIRONMENT		$3,912,404	✓	$3,922,191		$3,978,890	157	0.12
Medium Impact	Adult Programs - CITY RECREATION	CITY RECREATION		$325,155	✓	$364,856		$401,560	146	1.17
	Marketing	CITY RECREATION		$34,859	✓	$55,518		$61,459	141	7.41
	Park Amenities & Infrastructure	Multiple Departments		$75,293	✓	$99,478		$139,222	141	4.13
	Parks, Turf & Athletic Fields	Multiple Departments		$374,643	✓	$467,701		$558,449	134	0.84
	Quinn's Recreation Complex	Debt/CIP		$499,326	✓	$499,326		$524,326	125	0.73
	Golf Course Improvements	GOLF MAINTENANCE		$65,000	✓	$130,000		$195,000	123	2.76
	Youth Programs - CITY RECREATION	CITY RECREATION		$511,443	✓	$568,972		$626,616	122	0.63
	Golf Maintenance	GOLF MAINTENANCE		$591,481	✓	$679,863		$856,626	122	0.52
Lower Impact	Golf Management Operations	GOLF PRO SHOP		$339,229	✓	$376,920		$414,611	114	0.88
	Operations	ICE FACILITY		$310,000	✓	$380,919		$445,000	110	0.84
	Youth Programs - ICE FACILITY	ICE FACILITY		$55,501	✓	$92,165		$106,829	103	3.26
	Rec Center Operations	CITY RECREATION		$379,032	✓	$419,837		$460,032	102	0.71
	Adult Programs - ICE FACILITY	ICE FACILITY		$97,092	✓	$113,242		$129,092	96	2.47
	Golf Pro Shop & Parking Acquisition	Debt		$172,352	✓	$172,352		$172,352	95	1.61
	Golf Shop Programs	GOLF PRO SHOP		$37,696	✓	$49,629		$54,591	92	5.41
	Programs - ICE FACILITY	ICE FACILITY		$130,163	✓	$168,863		$201,163	85	1.47
	Programs - TENNIS	TENNIS		$367,000	✓	$407,216		$447,047	85	0.61
	Pro Shop	TENNIS		$0	✓	$0		$110,000	84	0.00
	Cemetery	CITY RECREATION		$171,475	✓	$210,211		$266,274	83	1.15
	Tennis Operations	TENNIS		$84,000	✓	$89,571		$96,800	81	2.64
	Flowers/Holiday Lighting/Beautification	Multiple Departments		$219,941	✓	$298,284		$384,927	81	0.79
	Tournaments	TENNIS		$24,268	✓	$25,413		$27,520	79	9.07
	Retail Operations	GOLF PRO SHOP		$128,086	✓	$141,872		$160,093	79	1.62
	Childcare	CITY RECREATION		$12,050	✓	$13,565		$15,000	78	16.77
	Retail	ICE FACILITY		$26,000	✓	$46,712		$84,000	75	4.68

Goal Total Cost:	$9,935,712	Goal CBI 0.90

Open & Responsive Government to the Community

	Program	Department	Reduced		Current	Enhanced	Total Points	Cost/Benefit Index
Higher Impact	Software Maintenance/Upgrades	TECHNICAL & CUSTOMER SERVICES	$147,656	✓	$167,656	$504,650	163	2.84
	Pay Plan Design/Administration	HUMAN RESOURCES	$56,356	✓	$66,751	$100,251	160	6.99
	Financial Services	FINANCE	$271,159	✓	$281,159	$281,159	160	1.66
	Council & Board Support	Multiple Departments	$302,949	✓	$312,070	$313,377	160	1.50
	Budget Preparation, Coordination, and Monitoring	BUDGET, DEBT & GRANTS	$85,096	✓	$97,189	$99,585	158	4.74
	Revenue/Resource Management	BUDGET, DEBT & GRANTS	$31,047	✓	$52,727	$59,885	156	8.63
	Network Support	TECHNICAL & CUSTOMER SERVICES	$202,577	✓	$269,892	$429,892	156	1.69
Medium Impact	Community Outreach and Citizen Engagement	Multiple Departments	$187,369	✓	$382,603	$427,391	154	1.17
	Systems Support	TECHNICAL & CUSTOMER SERVICES	$112,123	✓	$176,899	$276,899	152	2.51
	Website	TECHNICAL & CUSTOMER SERVICES	$21,707	✓	$21,707	$38,707	152	20.42
	Policy Creation & Implementation	Multiple Departments	$181,051	✓	$198,554	$253,555	152	2.23
	Performance Management	HUMAN RESOURCES	$226,356	✓	$399,863	$603,363	151	1.10
	Records Management	Multiple Departments	$206,647	✓	$295,108	$475,248	151	1.49
	Staff Support	CITY MANAGER	$186,416	✓	$205,446	$236,646	150	2.13
	Benefit Design/Administration	HUMAN RESOURCES	$43,000	✓	$53,159	$70,000	150	8.23
	Capital Budgeting	BUDGET, DEBT & GRANTS	$19,194	✓	$31,375	$34,348	149	13.85
	Debt Issuance	BUDGET, DEBT & GRANTS	$26,047	✓	$31,417	$59,577	148	13.74
	Analysis Resource	BUDGET, DEBT & GRANTS	$30,743	✓	$42,593	$49,250	148	10.13
	Customer Service	TECHNICAL & CUSTOMER SERVICES	$28,747	✓	$57,377	$73,861	147	7.47
	Support/Help Desk	TECHNICAL & CUSTOMER SERVICES	$122,878	✓	$229,797	$309,797	146	1.85
	Special Meetings	CITY MANAGER	$6,000	✓	$8,000	$15,000	144	52.50
	GIS	TECHNICAL & CUSTOMER SERVICES	$60,908	✓	$65,392	$316,392	141	6.29
	Venture Fund	CITY MANAGER	$20,000	✓	$25,000	$50,000	140	16.33
	Contracts/Grants	LEGAL	$64,604	✓	$65,911	$67,218	140	6.19
	Valuing Employees	HUMAN RESOURCES	$117,315	✓	$148,247	$151,247	139	2.73
	Accounting/Audit/Treasury	FINANCE	$287,494	✓	$297,494	$297,494	139	1.36
	Performance Measures and Benchmarking	BUDGET, DEBT & GRANTS	$14,693	✓	$26,031	$31,637	138	15.46
	City Recorder	CITY MANAGER	$81,485	✓	$89,962	$97,992	138	4.47
	Litigation	LEGAL	$68,423	✓	$74,961	$331,497	134	5.21
	Recruitment	HUMAN RESOURCES	$61,569	✓	$72,029	$102,895	132	5.34
	Employment Review	LEGAL	$51,093	✓	$52,400	$53,708	132	7.35
	Marsac Remodel	Debt	$18,181	✓	$18,181	$18,181	129	20.69
	Risk Management	LEGAL	$787,964	✓	$800,264	$837,964	128	0.47
	Asset Management/Replacement Program - CIP	BLDG MAINT ADM	$452,032	✓	$599,709	$719,000	125	0.61
	Public Works Facility	Debt	$18,181	✓	$18,181	$18,181	123	19.73
	General Legal Support	LEGAL	$53,575	✓	$56,190	$58,804	123	6.38
	Local, State, and Federal Compliance	HUMAN RESOURCES	$118,142	✓	$118,142	$118,142	122	3.01
	Fleet Management & Maintenance	FLEET SERVICES DEPT	$2,800,144	✓	$2,947,192	$3,159,141	120	0.12
	Building Repairs and Maintenance	BLDG MAINT ADM	$230,334	✓	$282,922	$321,730	120	1.24
Lower Impact	Utilities	BLDG MAINT ADM	$392,942	✓	$413,166	$413,166	118	0.83
	Inspections and Contract Supervision	BLDG MAINT ADM	$82,681	✓	$83,809	$112,081	118	4.11
	Short-Term Citywide Personnel	HUMAN RESOURCES	$82,500	✓	$94,392	$102,319	116	3.58
	Janitorial Services	BLDG MAINT ADM	$240,133	✓	$258,343	$367,266	111	1.25

		Goal CBI
Goal Total Cost:	$9,989,260	1.76

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Regional Collaboration & Partnerships

	Program	Department	Reduced		Current		Enhanced	Total Points	Cost/Benefit Index
Higher Impact	Legislative Liaison	CITY MANAGER		$63,338	✓	$67,328	$80,828	192	8.32
	Grant Administration	BUDGET, DEBT & GRANTS		$9,569	✓	$15,069	$20,508	161	31.16
Medium Impact	Business Improvement District	Non-Departmental		$0	✓	$58,391	$0	146	7.29
	Special Service Contracts	Non-Departmental		$0	✓	$358,973	$0	135	1.10

		Goal CBI
Goal Total Cost:	$499,761	3.70

World Class Multi-Seasonal Resort Community

	Program	Department	Reduced		Current		Enhanced	Total Points	Cost/Benefit Index
Higher Impact	Special Events	Multiple Departments	$810,720	✓	$1,215,944		$1,323,918	188	0.45
	Economic and Re-development	ECONOMY	$601,390	✓	$677,025		$770,000	168	0.72
Medium Impact	RDA Improvements	Debt	$281,106	✓	$281,106		$1,500,000	137	1.42

		Goal CBI
Goal Total Cost:	**$2,174,075**	**0.66**

OTIS Updates and Re-Evaluation – 2011

Alliance Engineering in cooperation with

Park City Municipal Corporation

1. Executive Summary

Alliance Engineering (the Consultant) has been commissioned by the Park City Municipal Corporation (PCMC) to provide an update to the Old Town Improvement Study (OTIS) originally completed in 2002. This update provides current information about the projects that have been completed since 2002, a catalogue and prioritization of remaining projects, and a detailed estimate of probable costs for remaining projects in 2011 dollars.

The primary success of the 2002 OTIS report was in clearly identifying the improvements needed in the Old Town Neighborhood and providing a projected budget for these projects. The result is that since 2002 Park City Municipal Corporation has made steady progress in replacing what had become a rapidly declining infrastructure in one of the City's most important neighborhoods in terms maintaining a vibrant economy, preserving historic character, and, maintaining a high level of service with respect to the infrastructure that provides for the health, safety, and general welfare of Old Town residents.

This update to the 2002 OTIS report did not repeat the public involvement initiatives from the prior study; however, discussion did occur between the consultant, utility company representatives, and PCMC Staff to arrive at the most current status for ongoing projects, updated unit pricing, and thorough vetting of the issues and outcomes that should influence project prioritization. Estimated costs for installing conduit for possible relocation of overhead dry utilities referenced in the original OTIS report are included. It should also be noted that the consultant was asked not to expand the scope of the study into new geographic areas or types of improvements. Those areas of Old Town outside the defined scope for both the original study and this update where significant improvements may be required is noted in this report for clarity of discussion as future projects are considered. Similarly, the need for and strategies to address additional parking requirements in the Old Town neighborhood have not been addressed in this update. Much of the information from the 2002 OTIS analysis of parking remains relevant.

The purpose of this re-evaluation was to provide a prioritization table of remaining projects to be completed with updated construction cost as a basis for future planning and budgeting of capital improvement projects within Old Town.

MAP OF STUDY AREA

See Appendix

2. 2002 OTIS Project list

2002 OTIS Street Reconstruction Projects:

Prospect Avenue	Lower Norfolk (8th to 13th)
Upper Park Avenue (Heber to King)	Intersection - Marsac & Hillside
Woodside Avenue (north of 13th)	Sandridge Avenue
Hillside Avenue	Empire and Upper Lowell
Sullivan Road	Rossi Hill Drive
Swede Alley	8th, 9th, 10th, 11th, 12th streets
13th, 14th, 15th streets	Silver King
Ridge Avenue	McHenry Drive

2002 OTIS Water Reconstruction Projects:

Hillside, Ontario, McHenry, Rossi	Upper Park Ave. (Heber to King)
Empire Avenue (9th to 13th)	Deer Valley Loop Road
Lower Norfolk (8th to 13th)	Prospect Avenue
Sandridge Avenue	Chambers Avenue

3. Completed Projects from 2002 OTIS

- Consultant completed a review of the 2002 OTIS Report to understand the primary areas of emphasis.
- A meeting with PCMC Engineering, Public Works, and Water Department Staff confirmed the list of completed projects from the original study.
- In general, the completed Old Town improvement projects have consisted of a reconstruction of the underground utility system, provided pedestrian facilities and off-street parking, residential connections to driveways and walkways in addition to a full road reconstruction with gutters, inlets and pipe system for proper storm water management.
- The extents of the completed projects tend to be limited by the amount of work that can be reasonably expected to be finished in one season.
- Power and telecommunication service within Old Town is provided by overhead utility lines in most areas. Past projects have provided conduit for a possible burial of the overhead lines, but as noted in the original 2002 OTIS, the expense to finish this work is great and the process to finance the work by residents or other means is complicated. The conduit that has been installed in past projects remains unused.

Completed Street Reconstruction Projects since the 2002 OTIS:

Hillside Avenue	Prospect Street
Lower Norfolk (8th-13th)	Intersection - Marsac & Hillside
Upper Park Ave (Heber to King)	Woodside (north of 13th)
Sandridge Avenue	13th, 14^{th} (partial), 15th Streets

Completed Water Projects since 2002 OTIS:

Hillside Avenue	Sandridge Avenue
Lower Norfolk (8th-13th)	Prospect Street
Upper Park Ave (Heber to King)	Ontario Ave. (south portion)

4. Remaining Projects from 2002 OTIS

- A meeting with PCMC Engineering, Public Works, and Water Department Staff confirmed the list of remaining projects from the original study.
- Consensus of road and water project priorities were assembled, and used as a basis for a new recommended project prioritization list. Each street and water project was ranked and the consultant has provided a recommended prioritization list based on input from PCMC staff.
- Additional research by PCMC departments may determine a need to revise the recommended list based on further analysis of the deteriorating state of the existing infrastructure.
- Coordination within PCMC departments for road, storm water, and water infrastructure improvements is required, as well as discussions with Snyderville Basin Water Reclamation District and Questar Gas for possible improvements to the sanitary sewer and gas infrastructure. It is ideal to improve all facilities at one time and within one construction project.
- The extents of the projects analyzed may be adjusted to accommodate realistic budgets and avoid improving areas that may be determined adequate from further study of the existing condition.
- Some projects are within areas where future private improvements are planned and it is recommended to coordinate the road and utility infrastructure with the adjacent development.

Remaining Projects Ranking Table

Rank	*Road Improvement*	*Rank*	*Water Improvement*
1	Empire Avenue	1	Empire Avenue
2	Sullivan Road	2	Rossi Hill / McHenry
3	Silver King Road	3	Deer Valley Loop Road
4	Swede Alley	4	Chambers Avenue
5	8th Street	5	9th Street / 8th Street
6	10th Street		
7	11th Street		
8	Rossi Hill /McHenry		
9	12th Street		
10	Ridge Avenue		
11	Lowell Avenue		

Recommended Prioritization Table

Rank	***Recommended Priorization***
1	**Empire Avenue**
2	**Sullivan Road (Road & SD)**
3	**Chambers Avenue (Water)**
4	**8th/10th/11th/14th Streets**
5	**10th street**
6	**11th street**
7	**14th street**
8	**Rossi Hill Drive**
9	**McHenry Street**
10	**Deer Valley Loop Road**
11	**Swede Alley**
12	**9th street**
13	**12th street**
14	**Silver King**
15	**Ridge Avenue**
16	**Lowell Avenue**

In general the road and utility infrastructure is aging and in need of replacement. It was noted that the original 2002 Old Town Improvement Study (OTIS) did not address certain areas within the historic district known as "Old Town". Concept design and estimated construction costs were not accounted for these areas.

Projects Not Mentioned in 2002 OTIS:

Lower Park Avenue	Upper Norfolk
Main Street	Sampson Avenue
Daly Avenue	Ontario Avenue
King Road	Sunnyside Drive

During planning for Old Town Improvement Projects, it is recommended that PCMC departments determine if the areas mentioned above have infrastructure improvement needs that supersede the recommended project prioritization list.

5. Remaining Projects from 2002 OTIS Construction Cost Estimates

- After determining the extents of project improvements, visually inspecting the surface condition, and taking time to understand the exact boundaries of work previously completed; the Consultant has prepared an estimate of construction cost for budgetary purposes.
- A conceptual design and accumulation of work items were prepared with unit pricing associated and a design, management and unforeseen contingency factor was applied.
- The Consultant utilized recently complete project pricing to arrive at current unit pricing. Each project is partially itemized and the estimates provided should provide a solid tool for short to mid range budgeting and planning by municipal staff barring any major events influencing supply of specific materials or overall inflationary pressures.
- The following summary of probable costs is intended to for use a tool in making budget recommendations and adjusting project prioritization.

Construction Cost Estimate See attached spreadsheet

OTIS Re-Evaluation **Cost Estimate Summary** **2011 Updated costs** **4-May-11**

Rank	*Roadwork and Utilities*	*2002 Road*	*2002 Water*	*2002 Conduit*	***2002 Total***	*Const. Misc.*	*Road*	*Storm Drain*	*Total*	*Total +30%*	*Water*	*Water +30%*	*Conduit*	***Project Total***
1	Empire Avenue (8th to 13th St.)	1330000	209300	308000	*1,847,300*	85000	643610	103500	832110	1081743	1021500	1327950	154,700	**2,564,393**
	Empire Avenue (13th to 15th St.)	570000	0	299000	*869,000*	45000	291545	88500	425045	552559	362500	471250	154,700	**1,178,509**
2	Sullivan Road	1100000	0	75000	*1,175,000*	50000	706900	90500	847400	1101620	0	0	98,750	**1,200,370**
3	Chambers Avenue (Water)	0	48139	0	*48,139*	0	0	0	0	0	120375	156487.5	0	**156,488**
4	8th Street	350000	0	20000	*370,000*	17500	161500	39750	218750	284375	56750	73775	58,110	**416,260**
5	10th Street	350000	0	20000	*370,000*	9000	117825	22500	149325	194123	0	0	51,480	**245,603**
6	11th Street	350000	0	20000	*370,000*	6000	36625	6500	49125	63863	0	0	12,935	**76,798**
7	14th Street	200000	0	20000	*220,000*	6000	36375	6500	48875	63538	43500	56550	12,935	**133,023**
8	Rossi Hill Road	1800000	0	135000	*1,935,000*	32000	261400	83000	376400	489320	165250	214825	19,500	**723,645**
9	McHenry Street	1600000	0	135000	*1,735,000*	25000	307400	60500	392900	510770	172500	224250	19,500	**754,520**
10	Deer Valley Loop Road (Water)	0	161161	0	*161,161*	0	0	0	0	0	355050	461565	0	**461,565**
11	Swede Alley	1900000	0	362000	*2,262,000*	50000	503850	129000	682850	887705	111000	144300	58,370	**1,090,375**
12	9th Street	0	0	20000	*20,000*	350000	0	0	350000	455000	114675	149077.5	30,615	**634,693**
13	12th Street	350000	0	0	*350,000*	9000	66300	23000	98300	127790	70625	91812.5	0	**219,603**
14	Silver King Road	500000	0	0	*500,000*	35000	258080	33000	326080	423904	124250	161525	0	**585,429**
15	Ridge Avenue	1200000	0	0	*1,200,000*	20000	384500	0	404500	525850	0	0	0	**525,850**
16	Lowell Avenue (8th to 13th St.)	0	0	219000	*219,000*	65000	588500	111000	764500	993850	480500	624650	92,820	**1,711,320**
17	Other Conduit Projects			1957000	*1,957,000*									**1,957,000**
18	Other Pedestrian Projects				*1,785,200*									**1,785,200**
	Total = $					804,500	4,364,410	797,250	5,966,160		3,198,475			
	2002 Total = $	11,600,000	418,600	3,590,000	**17,393,800**									
	Total+30%					**1,045,850**	**5,673,733**	**1,036,425**	**7,756,008**		**4,158,018**		**764,415**	**16,420,641**
						Const. Misc.	***Road***	***Storm Drain***	***Total***		***Water***		***Conduit***	***Totals***

Rank	*Roadwork and Utilities*	*2002 Comments (from original OTIS to explain what is included in cost)*
1	Empire Avenue (8th to 13th St.)	Gutters, Paving, Storm Drain, Sidewalks, Conduits, Water: 2000ft 8"DIP
	Empire Avenue (13th to 15th St.)	
2	Sullivan Road	Sidewalks, Storm Drain, Parking , Landscaping, Paving, Public Art, Conduits
3	Chambers Avenue	Water: 460ft 8"DIP
4	8th Street	8th - 14th streets: Storm Drains, Sidewalks, Stairs, Paving, Conduits
5	10th Street	see 8th
6	11th Street	see 8th
7	14th Street	see 8th
8	Rossi Hill Road	Sidewalk, Gutter, Right-of-way, Paving, Conduit
9	McHenry Street	Right-of-way, Gutter, Paving
10	Deer Valley Loop Road	Water: 1540ft 8"DIP
11	Swede Alley	Sidewalks, Landscaping, bring the stream to surface, Public Art, Paving, Conduits
12	9th Street	see 8th
13	12th Street	see 8th
14	Silver King Road	Sidewalk, Paving, Public Art
15	Ridge Avenue	Right-of-way, gutter, Storm Drain, Paving
16	Lowell Avenue (8th to 13th St.)	N/A
17	Other Conduit Projects	Ontario:135k, Lower Park Ave 158k, Marsace 146k, Upper Norfolk & Sampson 963k, Daly Ave 555k
18	Other Pedestrian Projects	Projects listed and cost estimated in 2002 OTIS study page 33

Total = $ 16 Million

2011 Assumptions:

All Roads considered complete road reconstruction. Design will include pedestrian sidewalk and offstreet parking. Water system to be improved. Storm Drain system to be introducted. Prices for conduit only. Does not include boxes/vaults/or connections to homes. 30% to include contingency and engineering design and construction management services. Miscellaneous construction cost included contractor mobilizaton and project clean up as well as storm water management and traffic control.

6. Conclusion

Recommendations and Criteria for Project Initiation and Final Prioritization

In concluding the 2011 updates to the OTIS Report we would like to offer the following recommendations for questions to be asked, procedures to be followed, and project specific research that can be utilized by Staff and the Council to consider moving projects up or down the priority list and to make educated final decisions regarding the initiation of each project.

- The recommendations of this report are for budgetary and planning purposes. It will be necessary to revisit the extents of the proposed project and cost estimates based on more in-depth engineering design.
- Ensure that a proposed project has been vetted during Staff's Project Management Meeting or a Development Review Meeting, and with local private utility provider representatives. Specifically look for opportunities to:
    1. Consolidate project costs through shared staging or contracts with private utility providers or project developers.
    2. Coordinate construction timeframes to minimize disruption to residents and the potential for project interference and delays.
    3. Avoid damage to or disruption of recently completed improvements from private development activities.
    4. Discuss potential coordination of funding and improvements between departments and related projects. (Water, Walkability, Parking and Transportation, Affordable Housing, etc.)
    5. Anticipate project impacts on traffic coordination, special events, or other key economic development activities.
- Continue practice of requiring a Public Involvement Strategy as projects are considered to ensure coordination with affected property owners and residents. Present anticipated project scope to the general public for information purposes.
- Look for opportunities to partner with the private sector to offer enhanced pedestrian improvements or improved project design on a project by project basis.
- Understand each street and area within Old Town is unique as far as density, pedestrian and trail access, condition of surface and underground infrastructure and overall charm.

These Project Initiation Criteria should be considered as a framework for adjusting project priorities based on need and staff research but are not expected or intended to comprehensively reorganize the recommended order of improvements.

Appendix:	Page 1-3	OTIS Re-Evaluation Maps
	Page 4-7	Project Prioritization and Summary
	Page 8-42	Construction Cost Summary and Worksheets

Vision

To provide long-term economic health for the greater Park City region through a proper balance of tourism initiatives and sustainable community desires for those that live in and visit the area. As a guiding principle, all economic development initiatives will consistently strive to sustain a vibrant multi-seasonal destination resort community.

Goals (FY2006-FY2007)

Top Priority

- Facilitate the redevelopment of the resort economy by using the Lower Park Avenue RDA as a means to implement projects
- Protect, preserve, and promote the historic Main Street downtown area as the heart of the region.
- Further develop and populate the event calendar; while continuing to balance impacts on community character and quality of life of residents, and quality of experience of visitors.
- Further develop and market the uniqueness of Park City and why it is set apart from other mountain resort communities.

High Priority

- Maintain and improve the balance of Sustainable Community goals by going beyond just economic initiatives to include social and environmental strategies.
- Facilitate the establishment of more "attractions/areas of interest" for both visitors (tourism economy) and residents (population economy).
- Proactively target business sectors that will fill voids left by departing companies or for smart redevelopment reasons.
- Improve upon an already busy winter tourism season with efforts to maximize its full potential.

Strategies

Existing City Resources

Strategy 1:	Promote the redevelopment of resort and commercial areas
Strategy 2:	Work towards a balanced transportation and pedestrian infrastructure plan throughout Park City. Support Walkabilty, Connectivity, and Safety as Economic Development Tools.
Strategy 3:	Continue to refine the event process to become more efficient and selective to events that are consistent with community goals and best ROI
Strategy 4:	Update Regulatory Codes to match priority goals of the Economic Development Plan
Strategy 5:	Promote smart development at the Quinn's Junction area
Strategy 6:	Focus on recreation spaces and facilities for attracting more tournaments and overnight visitors

City Has Participatory Role

Strategy 6:	Attract more festivals and events –winter & summer
Strategy 7:	Promote ways to grow new events and sustain existing events
Strategy 8:	Provide additional Recreation Opportunities as Attractions
Strategy 9:	Provide more cultural tourism attractions
Strategy 10:	Extend visitor stays / fill beds
Strategy 11:	Enhance existing attractions
Strategy 12:	Create a cultural alliance
Strategy 13:	Promote Redevelopment within Park City
Strategy 14:	Retention and development of existing businesses
Strategy 15:	Make Park City more inviting and "User-Friendly" for organizers to throw events and for attendees to enjoy them

No Current City Resources to Accomplish

Strategy 16:	Target more Wasatch front (day visitors)
Strategy 17:	Apply the tag line "User Friendly" to projects and marketing programs geared towards showing how easy and fun it is to live and visit Park City

City's Role Unclear

Strategy 18:	Provide greater participatory attractions
Strategy 19:	Promote greater diversity of the commercial mix
Strategy 20:	Strengthen the existing Commercial Mix (City-Wide)
Strategy 21:	Develop additional funding and marketing sources for events
Strategy 22:	Promote locally owned, independent businesses
Strategy 23:	Promote community (social) sustainable community goals such as affordable housing

Projects / Programs

Top Priority Projects

1. Assist in redevelopment of resort and commercial areas↑
2. Events – Overhaul process & fee schedule; prioritize calendar↑
3. Market Analysis/Needs Assessment (downtown)
    a. Identify preferred commercial mix
    b. include study on residential & impact/carrying capacity
4. Downtown Capital Projects↓
    a. Downtown Plaza
    b. Pedestrian improvements
5. High Altitude Training Destination↓

High Priority Projects

- Continue building trail network infrastructure and Urban pathway
- Assist in renovation of the Main Street Mall
- Assist in business attraction/retention of resort-based businesses in areas like Holiday Village Shopping Center
- Smart Messaging signs for parking information / events
- Assist PC businesses on retention & dvlpmnt initiatives

Priority Projects

- Monitor commercial mix in Main Street Storefronts
- Interconnect↓

Key
red – changes
↑ - Move Up in priority
↓ - Move down in priority
---- - Strike out = to be deleted

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
NOVEMBER 3, 2011

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

Tom Bakaly, City Manager; Mark Harington, City Attorney; Jonathan Weidenhamer, Economic Development Manager; Heinrich Deters, Trails Coordinator; Diane Foster, Sustainability Manager; and Phyllis Robinson, Public Affairs Manager

Cheryl Fox, Director, Summit Lands Conservancy

Absent: **Council member Joe Kernan**

1. Council questions/comments. Alex Butwinski remarked on the architectural presentation for the Transformation Project for the Kimball Art Center. Liza Simpson congratulated the Glenwood Cemetery group for a great Halloween Event and trick-or-treating on Main Street was a huge success. She thanked organizers of the Bonanza-Comstock celebration. She relayed business discussed at the Park City Lodging Association and Fire District Board meeting this week. The Recreation Advisory Board is planning the grand opening of the MARC. Dick Peek relayed that the Historical Society received a two-year matching grant for $150,000. Mr. Butwinski reported that the art in the Bonanza Tunnel is coming along. The Mayor thanked Kayla Sintz for meeting with the five architects working with KAC regarding the City's regulations. He discussed meeting with students of the Park City Day School who wrote the resolution on PC Give Day, which is scheduled later on the agenda for adoption. The school has a great leadership program.

2. Temporary and convention business licenses. Jon Weidenhamer explained that the short-term goals are to address gifting and marketing promotion during the Sundance Film Festival, which will be finalized in an ordinance amending the Municipal Code on November 17, 2011. Longer term discussions will occur with stakeholders including the HPCA, Sundance, and the Lodging Association on unintended consequences of amending the Code. Differentiating between gifting, marketing, promoting and holding traditional conventions and trade shows should be clear. The Business Licensing section is 20 years old and requires some work. Mr. Weidenhamer noted that almost everyone is on the same page and agrees with the City's goals to recover costs, address impacts and create safe venues.

Ms. Matsumoto asked for clarification on licensing every vendor within a location and Mr. Weidenhamer explained that direction from Council was that every vendor pay but staff is proposing an umbrella license for a location where every vendor would still be listed and would pay fees. The whole venue can be held responsible for malfeasance of one vendor. Tom Bakaly clarified that each vendor would pay fees but participants would be consolidated under one umbrella license. In response to a question from Alex Butwinski, Jon Weidenhamer explained that gifting is defined as conducting business and requires an individual business license. The exact licensing procedures will be determined. Mark Harrington added that a key qualification for gifting is being physically present conducting the activity as opposed to including a product in a gift basket. The Mayor invited public input.

Alison Butz, HPCA, thanked staff for working on this prior to the Film Festival. The group felt that providing for an umbrella license is simplifying the process which is good. Businesses need to pay for their impacts and the HPCA is supportive of the direction Council is taking.

Mike Sweeney, business owner, felt that the City should make it easy for out-of-town guests to conduct business temporarily without hurting the local businesses. The paperwork and time to process temporary licenses should be minimized. If a temporary business is going into a retail space, then it should be required to cover the incremental costs of it doing business in the space. He complimented Mr. Weidenhamer for listening and working with stakeholders.

Paul Christensen believed that these amendments will create unintended consequences. Under the proposal, the Utah Education Foundation would be required to acquire permits for vendors at a convention and sales tax would be lost because those businesses would not return. He understood the intent and felt the stakeholder's group can come up with great solutions in everyone's best interests.

In response to a comment from the Mayor, Jon Weidenhamer explained that convention licensing is viewed as a long term issue. Mark Harrington pointed out that Mr. Christensen is concerned about the convention itself being licensed which is a separate discussion or limiting fees when there are circumstances like additional building or point of sale issues. The second component is the unintended consequence portion. An ordinance will return to City Council on November 17, 2011.

3. Osguthorpe conservation easement and benches. Heinrich Deters explained that the purpose of this work session is to update members on Summit Lands Conservancy's fund-raising efforts in raising funds to acquire the Osguthorpe conservation easement and selling benches to be located in public open space to use as a fund-raising tool.

Cheryl Fox expressed that saving the Farm has been very popular among a variety of users because it has almost every conservation value including recreation, agriculture, wildlife and removal of density. She emphasized that her Board has taken raising the remaining $1 million very seriously. SLC's total budget is $1,050,000 and $50,000 is designated for stewardship and the legal defense fund. The neighborhood has been generous, the George S and Dolores Eccles Foundation awarded $75,000, the Utah Quality Growth Commission has committed to a $36,500 grant and other grants include funding from local businesses. In response to a question from the Mayor, Ms. Fox explained that the original budget was $1.1 million but it was scaled back but the Board is concerned about funding the stewardship and legal defense fund. Of the $612,000 raised to date, at least $40,000 will be allocated to the stewardship and legal defense. Mayor Williams stated that the original agreement does not specify a stewardship fund and he has a problem with this getting added on. Diane Foster stated that staff knew that SLC wanted to raise $1,050,000 but did not know the full intent. Staff will be returning in January with a discussion of endowments and other issues relating to conservation easements. Ms. Foster explained that the City is still under contract with SLC through June 2012 to manage easements.

Liza Simpson stated that she is okay with it as a fund-raising goal. Mayor Williams believed that contributions should go toward the purchase of the property first and felt that the rules have changed. Ms. Foster clarified that staff had no intention for the City to fund the endowment because there has been no policy discussion among Council members but staff was aware that the stewardship and defense fund was a fund-raising goal of SLC. Ms. Fox expressed that it only becomes an issue if the full amount is not raised. Alex Butwinski agreed that it was not part of the initial agreement and should be discussed. Ms. Simpson felt it is part of a broader conservation discussion. The Mayor reiterated his understanding of the agreement and Ms. Fox discussed the expenses and challenges involved with fund-raising which is forcing SLC to grow. Holding a gala is often less productive than the smaller quieter gatherings. She asked members for their help in providing names of people committed to open space and their advocacy toward the effort.

Heinrich Deters referred to the adoption of the donation policy and staff is asking Council to approve a program identified as auctioning benches and placing them throughout Round Valley. Staff feels this is a good fund-raising tool for raising funds for the acquisition of the easement. Alex Butwinski asked if the City would own donated benches and Mark Harrington indicated that the donation would typically become City property but it depends upon the agreement with the other party. However, the reality is that once integrated into City property, it is best to have control in the long term. Standards for plaques were discussed as well as appeals. Mr. Harrington clarified that Council can overturn any administrative decisions identified in the policy. Liza Simpson pointed out that the policy specifies that the location of the donation on City-owned open space be formally approved by the City Council. Dick Peek asked if bench designs will be standardized. Mr. Deters expressed that staff first wanted to assess Council's feeling about auctioning benches before deciding on designs.

Ms. Fox felt there are very few locations for benches in Round Valley because too many may ruin the experience. The number should be very limited and maybe nine at the most because there already are three or four and maybe they should be offered every couple of years. The Mayor countered that by selling all of them now, more money will be raised for the purchase of the easement. Cheryl Fox believed they should sell for $75,000 to $100,000. Liza Simpson pointed out that the benefit in getting them sold now may better accommodate the planning of their placement and she preferred that they not be cookie-cutter because all sites are different. Ms. Fox stated that they have already mapped out some locations and there should be some design review.

The Mayor asked members if money raised should be applied to the Osguthorpe easement first. Members agreed except for Cindy Matsumoto who was open to funding the stewardship. She also felt that the benches should be placed at the entrance of trails. Ms. Fox interjected that the trailheads could be named after donors as well and felt five benches is a reasonable number. Ms. Matsumoto suggested moving the Boy Scout benches, which were installed as a community service project, to accommodate more donated benches.

4. Offer to buy the City's 50% interest in the PC Heights Project. Phyllis Robinson introduced Patrick Moffat of The Boyer Company and Chris Kimball of Ivory Homes. The City acquired 50% interest in the property two years ago and is a co-tenant in an undivided interest of the 200 acres at PC Heights. The total project is 239 units. Over the last couple of years, the property has been annexed, the MPD approved, and the development agreement and plat have been recently approved by the Planning Commission. Ivory Homes is interested in acquiring the co-tenancy interests of both the City and The Boyer Company.

She explained that when the City purchased the property in 2009, it did so with specific municipal purposes one of which was reducing the overall density on the site which was 303 and reduced to 239 and of the 239 units, there are 160 market units and 79 affordable housing units. Under the MPD requirements for the CT Zone, a maximum of 200 market units are allowed. Another goal was addressing affordable housing needs and integrating them within the project; approximately one-third of the project is designated as affordable units. The property is located in the City's entry corridor and should there have been an appeal of the MPD approval, etc. it would go to an appeal authority rather than the City Council. The required IHC affordable housing units were transferred to the property. Ms. Robinson stated that under the proposed terms of the sale, the City would fully recover its $5.5 million investment and the staff report outlines the general terms of the sale with a purchase price of $15.5 million. The project will be built consistent with the MPD approval by the Planning Commission and the City will pursue a special assessment bond for infrastructure. The targeted closing date is November 22, 2011 and Ivory has expressed that it needs to close on the property by mid-December for tax purposes. Mark Harrington emphasized that the note is non-recourse to the buyer but Ivory is the parent and has a separate guarantee because some of the land value will be used for some of the bonding. This is beyond a traditional trust deed to a guarantee in addition to the LLC that will hold the property. Ms. Robinson continued that of the $15.5 million, $5 million will be paid at closing and the balance would be paid in annual payments of $3.5 million. The City and Boyer would be splitting each payment and anything remaining estimated at $3.8 million would be returned to Boyer as its equivalent density return on the project. The City previously elected to receive any potential return in the form of additional density reduction on the site. Staff is recommending that the Council review the terms of the proposal and direct the City Manager to continue to move forward in finalizing the terms and conditions of the sale. The property has been noticed for a public hearing on November 17, 2011.

Liza Simpson asked the timeline for building the IHC affordable housing and Ms. Robinson stated that those units will be the first ones constructed the beginning of next year. Pat Moffat explained that 29 of the 32 units will be IHC affordable housing and a part of Phase 1 which has recently been approved by the Planning Commission. Cindy Matsumoto asked for clarification on the bonding. Ms. Robinson explained that the City would issue a special assessment district bond tied to the property and the bond would be repaid to the City through Ivory's sale proceeds. In response to a question from Ms. Simpson, she explained that the affordable housing units will be for-sale and criteria for sales will return to Council serving as the Housing Authority. In response to questions from Alex Butwinski, Ms. Robinson explained that for each phase bonded for, there is a 36 month clock that begins ticking for that phase. This has no impact on the principal payment for the land and the City would not be doing any vertical construction. The conditions of the MPD must be met. The Mayor invited the public to comment; there was no input.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
NOVEMBER 3, 2011

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, November 3, 2011. Members in attendance were Dana Williams, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Joe Kernan was absent and excused. Staff present was Tom Bakaly, City Manager; Max Paap, Special Events Manager; Tommy Youngblood, Special Events Coordinator; Kayla Sintz, Planner; and Mark Harrington, City Attorney;

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

None.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF OCTOBER 13, 2011

Alex Butwinski, "I move to approve the work session notes and minutes". Liza Simpson seconded. Motion carried.

Alex Butwinski	Aye
Joe Kernan	Absent
Cindy Matsumoto	Aye
Dick Peek	Aye
Liza Simpson	Aye

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

1. Consideration of a Resolution declaring an official day of giving in Park City and proclaiming November 11, 2011 as Park City's "Day of Giving" – The Mayor acknowledged students, parents and teachers from the Park City Day School in attendance. Student Leena Farrar read the resolution into the record. The Mayor presented signed resolutions to the PC Foundation and Day School. Liza Simpson, "I mover we approve a resolution declaring an Official Day of Giving in Park City and proclaiming November 11, 2011 as Park City's Day of Giving". Dick Peek seconded. Motion carried.

Alex Butwinski	Aye
Joe Kernan	Absent
Cindy Matsumoto	Aye
Dick Peek	Aye
Liza Simpson	Aye

2. Consideration of a Resolution declaring the month of November as Pancreatic Cancer Awareness Month in Park City, Utah – The Mayor recognized Gibbie Whelehan who requested

that the resolution be considered. Alex Butwinski, "I move we adopt the Resolution declaring the month of November as Pancreatic Cancer Awareness in Park City, Utah". Liza Simpson seconded. Motion carried.

Alex Butwinski	Aye
Joe Kernan	Absent
Cindy Matsumoto	Aye
Dick Peek	Aye
Liza Simpson	Aye

3. Consideration of a Master Festival License for the PCHS Girls Basketball Fund-raiser to be held November 12, 2011 – Max Paap introduced Coach Sam White who described the details of the fund-raiser related to the 5K. Proceeds will be allocated toward building the girls' basketball program. This program attracts low income players and is one of the few sports at the high school that reaches out to these kids. The Mayor opened the public hearing, and hearing no input, closed the public hearing. Liza Simpson, "I move we approve a Master Festival License for the Park City High School Girls Basketball Fund-raiser Turkey Trot". Alex Butwinski seconded. Motion carried.

Alex Butwinski	Aye
Joe Kernan	Absent
Cindy Matsumoto	Aye
Dick Peek	Aye
Liza Simpson	Aye

4. Consideration of a Master Festival License for the Egyptian Theater Snow Dance Party to be held November 5, 2011 – Tommy Youngblood explained that the event involves a beer garden and music stage at the Brew Pub lot from 10:30 a.m. to 1:30 p.m. with a parade from the top of Main Street and 4th Street at 11:15 a.m. Staff has met with the applicant and recommends approval. Mr. Butwinski spoke about organizers meeting application deadlines and suggested that this be addressed in a work session. The Mayor opened the public hearing and with no input, closed the public hearing. Alex Butwinski, "I move we approve the Master Festival License for the Snow Dance Parade, as conditioned, on November 5th at the Brew Pub Lot and a parade from Main and Swede Alley to 4th Street". Motion carried.

Alex Butwinski	Aye
Joe Kernan	Absent
Cindy Matsumoto	Aye
Dick Peek	Aye
Liza Simpson	Aye

VI OLD BUSINESS *(Continued business)*

Consideration of an Ordinance amending the Land Management Code adding Historic Preservation Board review and approval for historic reconstruction and disassembly processes in Park City, Utah - Planner Kayla Sintz explained that this proposal was discussed during the February 2011 Visioning Session between City Council, Planning Commission, and the Historic Preservation Board and interest was heightened with the issues regarding the 657 Park Avenue

Project. The Planning Commission heard the amendment on August 10, 2011 and forwarded a negative recommendation to the City Council. Council members heard the item on September 15, 2011 and continued it so that they could hear input from the Historic Preservation Board as well as conduct a site visit at 1450 and 1460 Park Avenue. On October 5, 2011, the HPB heard this item and made two recommendations, the first being that they not give a formal recommendation until they had received a staff presentation during a work session after an approved reconstruction project had occurred so that they could analyze and learn how staff applied the Guidelines to that type of application. The second recommendation was to expand the noticing distance to 300 feet. Currently all HDDR applications are noticed 100 feet. The HPB wants staff to notify it of all final actions that occurred with reconstructions and disassemblies and wants staff to set up an eNotify link specific to final actions for reconstructions and disassemblies. Further, all final actions would be published in the Park Record.

Ms. Sintz referred to the table illustrating the timeframe reflecting the addition of the HPB in the review process. The criteria would not change whether staff or the HPB reviewed it. At the Planning Commission meeting, the public and a majority of the Commissioners' comments related to whether adding this review would be cumbersome to applicants, whether the HPB was professionally qualified to evaluate the information, and finally whether the HPB is more valuable as an appeals board or review board. She stated that the HPB had a very lively discussion which is included in the packet. Staff recommends opening a public hearing and considering the amendments and alternatives as outlined in the staff report. There were different noticing practices for 657 Park Avenue under the old Guidelines. The Mayor opened the public hearing.

Ruth Meisma, resident, commented on disassembly, describing it as imperative and part of the process because it provides wisdom for reconstructions. She spoke about antique furniture losing its value by simply changing the finish. Ms. Meisma explained that as a dressmaker she likes to turn a vintage piece into a wearable garment but in its pristine state, it is not wearable and compared this to a historic house. In its pristine state, it may not be livable. She stated that when she disassembles a garment, she fully documents and archives the piece in its original condition. It is photographed, the materials are described and she learns about the construction of the piece in reverse. When she reassembles she refers to the documentation. The history is saved on a CD which is kept with the garment. Disassembly of a historic house is critical. Noticing up to 300 feet is imperative and Ms. Meisma discussed almost missing an important public hearing by just meeting the 100 foot requirement. The property notice sign has been improved significantly but she hoped that they could be moved to the street because there are some locations where the signs are not very visible.

Sara Werbelow, HPB member, stated that if Council chooses not to amend the Code perhaps the HPB would still have the opportunity to review an application during a work session and if the group felt that it wanted to make a definitive recommendation with regard to the change, it could be brought back to Council at that time.

Sandra Morrison, Historical Society, urged members to amend the LMC so that the HPB will review disassemblies and reconstructions. The Historic District is a precious jewel and the process of tearing down historic buildings and constructing replicas isn't an accepted form of historic preservation. A replica is not eligible to be on the National Register of Historic Places.

Every time this is done, we lose one more structure and this process is the biggest threat for the Historic District. In response to a comment from Liza Simpson, she explained that Park City has two listings on the Historic Register, one is Main Street and the other is the thematic nomination for the miners' cottages. Ms. Simpson pointed out that the City has lots of buildings considered landmark and significant that don't qualify for the National Register.

Ms. Morrison noted that there are replicas on Park City's inventory and questioned how they can be listed if it's a new replicated structure. Kayla Sintz stated that the City's landmark and significant status is a Park City drafted document. Some landmark structures are eligible for National Historic Register status but are not the basis for our Historic Sites Inventory as they are two different things. Dick Peek interjected that there could be more structures on the Historic Register if the owners chose to do so. Ms. Morrison pointed out that the LMC specifies that a house must be 50 years old to be historic but if it is all brand new, how can it qualify as being 50 years old. Mark Harrington stated that the policy incorporates the expressed reconstruction as a preservation method. Even though there may be no saved material, it is a policy decision of allowing it as a last resort. National Historic Register standards were discussed.

Katherine Matsumoto-Gray, HPB, stated that the Board discussed having more eyes on an application and holding a public hearing acknowledging that the staff can handle reviews and the new Guidelines are going to work. She felt maintaining the appeals status is important. She suggested not deciding on this ordinance right now because there aren't any pending disassembly or reconstruction applications and we could wait until one has gone through under the new Guidelines and evaluate the process.

Gary Kimball, Old Town resident, believed that Old Town is rapidly vanishing.

Sherrie Harding stated that she supports Sandra Morrison's comments and felt it important to maintain Historic Register status.

Alex Butwinski referred to Planning Commission minutes where appeal authority was discussed, specifically if the HPB could review an application but retain appeal authority for others. Mark Harrington explained that if a board is involved in the underlying decision it can't also be the appeal authority. Having a formal process for the HPB by which it reviews applications and still retains appeal authority is not recommended.

Cindy Matsumoto believes the Council has heard about the importance of preservation and it would be an asset if the Code is amended for an extra set of eyes whether it is done now or later. The Mayor acknowledged the risk of the HPB providing input on a project while maintaining appeal authority. The City Attorney advised that it is likely appeals would then go to the Board of Adjustment but the Council can designate a different appeal authority.

Liza Simpson stated that this is not the first time the HPB has had this conversation and each time, the majority has strongly felt that reserving appeal authority is more important. She read through the minutes carefully and it is obvious that there is a difference of opinion. She felt that members have crafted the perfect middle of the road solution by seeing how the first application goes. Ms. Sintz stated that staff is suggesting that 300 feet be followed for all HDDR applications, not just disassemblies and reconstructions. Dick Peek agreed that extending noticing is a good idea as well as eNotice. Including a definition of disassembly and having staff review disassembly is more appropriate, but reconstructions should rise to a higher level of review. Ms. Matsumoto pointed out that in cases of disassemblies, only a few boards may be saved. The Mayor asked Ms. Matsumoto-Gray if appeal authority was important to HPB members and she replied that it was split at 4:3. The minority felt that it was more important to have a higher level of review and the Board of Adjustment could handle appeals. Cindy Matsumoto felt that owners should be encouraged to save more materials and disassemblies should have an extra set of eyes.

The Mayor expressed his preference to have a test project processed and agreed with Mr. Peek to get one done and review the process with the HPB afterward. He is very concerned about the board losing its appeal status. Mr. Peek clarified his comments that disassemblies could be reviewed by staff but reconstructions should be reviewed by the HPB. Dick Peek, "I move we continue this until the first meeting following the first reconstruction". Comments from members followed and Mark Harrington summarized that Mr. Peek accepts the HPB majority recommendation to review this at the first opportunity after one project has gone through the full process and the Ordinance is continued to a date uncertain. Ms. Simpson asked if the other LMC changes like the noticing to 300 feet, notifying the HPB of all disassembly and reconstruction final action determinations, and setting up the City's website to eNotify decisions on all of the HDDR applications are included. The Mayor explained that staff is being asked to amend the LMC for the 300 foot noticing requirement. Reconsideration of the Ordinance would happen after the full process of the first application for reconstruction or disassembly occurs and after the HPB has reviewed it. Cindy Matsumoto seconded. Motion carried.

Alex Butwinski	Aye
Joe Kernan	Absent
Cindy Matsumoto	Aye
Dick Peek	Aye
Liza Simpson	Nay

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 2 p.m. Members in attendance were Mayor Dana Williams, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Joe Kernan was excused. Staff present was Tom Bakaly, City Manager; Michael Kovacs, Assistant City Manager; Joan Card, Environmental Regulatory Manager; Jason Christensen, Environmental Regulatory Counsel, Jim Blankenau, Environmental Regulatory Analyst; Phyllis Robinson, Public Affairs Manager; Brooks Robinson, Transportation Planner, Jon Weidenhamer, Economic Development Manager; Tom Daley, Deputy City Attorney; and Mark Harrington, City Attorney. Alex Butwinski, "I move to close the meeting to discuss litigation, property and personnel". Dick Peek seconded. Motion carried. The meeting opened at approximately 4 p.m. Liza Simpson, "I move to open the meeting". Alex Butwinski seconded. Motion carried.

Alex Butwinski	Aye
Joe Kernan	Absent
Cindy Matsumoto	Aye
Dick Peek	Aye
Liza Simpson	Aye

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

City Council
Staff Report

Subject: **Issuance of Walkability 2011 GO Bond**
Author: **Heinrich Deters and Nate Rockwood**
Department: **Sustainability and Budget**
Date: **November 17, 2011**
Type of Item: **Legislative**

Recommendation
Staff recommends that Council approve the attached bond resolution related to the proposed 2011 Series General Obligation bond issuance for the remaining $7,175,000 of the $15 Million Walkability bond election to be used for walkability projects.

Topic/Description
Walkability GO Bond Resolution

Background
In November of 2007, the citizens of Park City passed the $15 Million 'Walkability Bond', to fund projects identified within the Walkability Study. Immediately thereafter, Park City advertised for applications to form a public advisory committee, The Walking and Biking Liaison Committee (WALC), to help prioritize the over 113 issues identified within the Study. Thirty six projects with a combined budget of $13,154,880 were approved and funded by the City Council during the FY2009 budget. (Attachment B)

In February of 2008, City Council approved bonding for approximately $7.8 million of the $15 million for twenty five projects identified in the initial 1-3 year timeframe.

To date, twenty seven of the thirty six projects identified in the first phase of projects have been completed. These projects include the Comstock and Bonanza underpasses, pathway projects along Comstock Drive, Little Kate Road and Holiday Ranch Loop, as well as, smaller traffic calming, wayfinding and connectivity projects. Staff worked with several City Departments, specifically Streets, Water and Transit, as well as, the Utah Department of Transportation, utility companies and Snyderville Basin Water Reclamation District in an effort to coordinate associated projects and minimize construction impacts to the community. This coordination effort, often times reprioritized initial project timelines, thus, several projects from the 3-5 year timeframe were completed ahead of schedule, and within funding initially allocated through Phase 1 bonding.

To date, approximately $7,900,000 has been utilized to fund the twenty seven substantially completed projects. $7,175,000 in voter approved bond funds remain from the $15 Million bond initiative.

Analysis
Of the nine remaining projects from the Council approved list, the Dan's [The Market at Park City] to Jan's project, was allocated over $4,000,000 by the WALC committee. The following projects with significant budgets have yet to be completed: Wyatt Earp Way Traffic Calming

($400,000) and the widening of existing spine pathways such as the Poison Creek Trail ($555,280).

Staff would like Council to consider the following factors associated with a second bond issuance:

1. The anticipated complexity of The Market to Jan's project based on similar recent projects also constructed in association with the Utah Department of Transportation may require funds above the initial WALC committee's recommendation.

2. Staff recommends bonding for the entirety of the remaining voter approved bond amount in order to realize cost savings associated with bond issuance costs, market conditions, and the bank qualified status of issuing the bonds this calendar year. The current financial environment is extremely beneficial for entities wishing to bond. Borrowing costs and the associated interest rates are at an all-time low and may only increase in the near future. Staff has provided a 'window' into possible costs associated with a third bond issuance, several years from now, should Council prefer to defer bonding for the entirety of the remaining $7,175,000 (attachment C).

3. Although projects approved during the 2009 budget may be nearing completion, several projects identified within the Walkability Study by the WALC committee were not prioritized for funding and remain outstanding. Additionally, new incremental projects have been suggested on and off since the initial project list was approved in 2009. (Attachment D)

The attached bond resolution sets the parameters of the GO bond issuance, delegates final approval of bond terms to the City Manager, and initiates the process of public notice. The resolution sets the maximum principal issuance amount at $7,175,000 and defines the purpose as follows:

> **FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING AND MODIFYING PATHWAYS, ROADS AND RELATED IMPROVEMENTS FOR USE BY PEDESTRIANS AND CYCLISTS (THE "WALKABILITY PROJECT")**

The resolution also establishes the format for public notice, which should be published in the Park Record on Nov. 18, 2011and Nov. 25, 2011. The public notice will announce a public hearing to be held on Dec. 1, 2011, and will initiate a 30 day period in which interested parties may contest the legality of the resolution or the bonds.

The resolution also establishes maximum terms of 4% interest, not more than 15 years, and 1% discount from par. These terms are intentionally set high to allow flexibility in the bond structure. Staff anticipates that the actual interest rate of the bond would be closer to the current rate of 2.75% than the maximum. The maturity of the bond is expected to be 14.5 years. It is anticipated that the City will receive a premium of up to 3% on this issuance.

Staff anticipates Council holding a public hearing on Dec. 1. After the public hearing the City Manager may authorize the final terms and sale of the GO bonds. Staff would proceed with the bond closing on or after Dec 20, 2011.

Significant Impacts

The bond resolution is the first step in initiating a bond issuance. This bond issuance is anticipated and voter-approved as the funding source for the purpose of walkability projects. The resolution would allow staff to continue with the current timing of the issuance.

The existing walkability project list identifies $13.1 Million in projects, which leaves approximately $1.8 Million in funds for non-prioritized or unidentified projects, or for possible overruns to existing project costs. The City would have 3 years to spend the bond proceeds before arbitrage requirements would take effect.

Alternatives:

- **A.** Approve a bond resolution for the remaining $7,175,000 of the walkability bond. **This is staff's recommendation.**
- B. Modify the request: Council could choose to modify or reduce the amount of bonds to issue.
- C. Deny the request: Council could choose to not issue bonds to fund the second phase of walkability projects at this time. The Market to Jan's project would not be implemented.
- D. Continue the Item: Council may feel there is not enough information to make a decision, and have staff return with more information. This would impact the timeline for the bond issuance and may impact the ability for the bonds to be bank qualified.
- E. Do Nothing: This would impact the timeline for the bond issuance and completion approved projects.

Departmental Review

This report has been reviewed by the Sustainability Department, Legal Department, Budget Department, and City Manager.

Staff Recommendations:

Staff recommends that Council approve the attached bond resolution related the proposed 2011 Series GO bond issuance.

Attachments:

A – Bond Resolution
B – WALC Projects List
C – Non-Prioritized WALC Projects List
D – Bond Market Analysis

PARK CITY, UTAH

Resolution No. _______-11

Authorizing the Issuance and Sale of

General Obligation Bonds, Series 2011

Adopted November 17, 2011

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RESOLUTION NO. _______-11

A RESOLUTION CONFIRMING THE SALE AND AUTHORIZING THE ISSUANCE OF UP TO $7,175,000 GENERAL OBLIGATION BONDS, SERIES 2011 OF PARK CITY, UTAH; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE THAT THE BONDS MAY BEAR AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; PROVIDING FOR THE USE OF THE PROCEEDS THEREOF; MAKING CERTAIN FINDINGS AND COVENANTS IN CONNECTION THEREWITH; PROVIDING FOR A SYSTEM OF REGISTRATION THEREFOR; RATIFYING ACTIONS HERETOFORE TAKEN; MAKING CERTAIN REPRESENTATIONS AND COVENANTS CONCERNING MAINTENANCE OF THE TAX-EXEMPT STATUS OF INTEREST THEREON UNDER THE FEDERAL INCOME TAX LAWS; PROVIDING FOR THE HOLDING OF A PUBLIC HEARING AND THE PUBLICATION OF A NOTICE OF PUBLIC HEARING; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE CIRCULATION OF AN OFFICIAL STATEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE UNDERTAKING AND PROVIDING FOR RELATED MATTERS.

*** *** ***

WHEREAS, at the 2007 Bond Election, the issuance of $15,000,000 principal amount of general obligation bonds was authorized for the purpose of acquiring, constructing, improving and modifying pathways, roads and related improvements for use by pedestrians and cyclists (the *"Project"*);

WHEREAS, the Issuer has heretofore authorized and issued $7,825,000 of bonds voted at the 2007 Bond Election and the Issuer has determined to authorize the issuance and sale at this time of an additional $7,175,000 principal amount of the bonds voted at the 2007 Bond Election;

WHEREAS, pursuant to the applicable provisions of the Act, and the authorization of the 2007 Bond Election, the Issuer has the authority to issue its general obligation bonds for the purpose of paying all or a part of the cost of acquiring, constructing, improving and modifying the Project;

WHEREAS, a notice inviting electronic bids for the purchase of the Bonds will be advertised by electronic dissemination through the PARITY® electronic bid submission system;

WHEREAS, in the opinion of the Issuer, it is in the best interests of the Issuer that (a) the Designated Officer be authorized to (i) accept or reject the bids received for the Bonds pursuant to the PARITY® electronic bid submission system and determine the best bid received that conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds and (ii) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and to execute the Certificate of Determination containing such terms and provisions and (b) the Mayor be authorized to execute the Official Statement with respect to the Bonds;

WHEREAS, Section 11-14-318 of the Utah Code requires that a public hearing be held to receive input from the public with respect to the issuance of the bonds and the potential economic impact that the Project will have on the private sector and that notice of such public hearing be given as provided by law, and the Issuer desires to cause the publication of such a notice; and

WHEREAS, Sections 11-14-316 of the Utah Code provides for the publication of a Notice of Bonds to be Issued, and the Issuer desires to cause the publication of such a notice at this time in compliance with said Section with respect to such Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of Park City, Utah, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. As used in this Bond Resolution (including the preambles hereto), unless the context shall otherwise require, the following terms shall have the following meanings:

"2007 Bond Election" means the special bond election duly and lawfully called and held in the Issuer on November 6, 2007, at which the issuance and sale by the Issuer of $15,000,000 of general obligation bonds was authorized for the purpose of acquiring, constructing, improving and modifying pathways, roads and related improvements for use by pedestrians and cyclists, the results of which election were declared by the City Council of the Issuer, sitting as a Board of Canvassers, on November 15, 2007.

"Act" means the Local Government Bonding Act, Chapter 14 of Title 11 of the Utah Code, the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code, and the applicable provisions of Title 10 of the Utah Code.

"Bond Account" means the Bond Account established in Section 213 hereof.

"Bond Counsel" means Chapman and Cutler LLP or another attorney or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of

interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States.

"Bond Registrar" means each Person appointed by the Issuer as bond registrar and agent for the transfer, exchange and authentication of the Bonds. Pursuant to Section 206 hereof, the initial Bond Registrar is Zions First National Bank, of Salt Lake City, Utah.

"Bond Resolution" means this Resolution of the Issuer adopted on November 17, 2011 authorizing the issuance and sale of the Bonds.

"Bondowner" or *"owner"* means the registered owner of any Bond as shown in the registration books of the Issuer kept by the Bond Registrar for such purpose.

"Bonds" means the Issuer's General Obligation Bonds, Series 2011 authorized by the Bond Resolution.

"Cede" means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds pursuant to Section 401 hereof.

"Certificate of Determination" means the Certificate of Determination, a form of which is attached hereto as *Exhibit 6,* of the Designated Officer delivered pursuant to Article 2 of this Resolution, setting forth certain terms and provisions of the Bonds.

"City Manager" means the duly qualified and acting City Manager of the Issuer.

"City Recorder" means the duly qualified and acting City Recorder of the Issuer or in the absence or disability of such person, such other official as shall be duly authorized to act in the City Recorder's stead.

"City Treasurer" means the duly qualified and acting City Treasurer of the Issuer.

"Closing Date" means the date of the initial issuance of the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuing Disclosure Undertaking" means the Continuing Disclosure Undertaking of the Issuer, in substantially the form attached hereto as *Exhibit 1,* dated the Closing Date, for the purpose of providing continuing disclosure information under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

"Depository Account" means the Depository Account established in Section 213 hereof.

"Designated Officer" means the City Manager, or, in the event of the absence or incapacity of the City Manager, the City Treasurer, or in the event of the absence or incapacity of both the City Manager and the City Treasurer, the Mayor.

"Dissemination Agency Agreement" means the Dissemination Agency Agreement, dated the Closing Date, between the Issuer and the Dissemination Agent, in substantially the form attached hereto as *Exhibit 2*.

"Dissemination Agent" means each Person appointed by the Issuer as dissemination agent with respect to the Continuing Disclosure Undertaking and the Dissemination Agency Agreement. The initial Dissemination Agent is Zions First National Bank.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Exchange Bond" means any Exchange Bond as defined in Section 209 hereof.

"Issuer" means Park City, Utah.

"Letter of Representations" means the Blanket Issuer Letter of Representations from the Issuer to DTC, dated August 26, 1999.

"Mayor" means the duly qualified and acting Mayor of the Issuer or in the absence or disability of such person, the duly qualified and acting Mayor Pro Tem of the Issuer.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer to the Paying Agent.

"Official Statement" means the Official Statement with respect to the Bonds, in substantially the form attached hereto as *Exhibit 3*.

"Participants" means those broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository.

"Paying Agent" means each Person appointed by the Issuer as paying agent with respect to the Bonds. Pursuant to Section 206 hereof, the initial Paying Agent is Zions First National Bank, of Salt Lake City, Utah.

"Person" means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

"Project Account" means the Project Account established in Section 213 hereof.

"Purchaser" means the initial purchaser or purchasers of the Bonds from the Issuer.

"Rating Agencies" means Moody's, if the Bonds are then rated by Moody's and S&P, if the Bonds are then rated by S&P.

"Record Date" means (a) in the case of each interest payment date, the day that is fifteen (15) days preceding such interest payment date, or if such day is not a business day for the Bond Registrar, the next preceding day that is a business day for the Bond Registrar, and (b) in the case of each redemption, such record date as shall be specified by the Bond Registrar in the notice of redemption required by Section 207 hereof, *provided* that such record date shall be not less than fifteen (15) calendar days before the mailing of such notice of redemption.

"Regulations" means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

"Standard & Poor's" or *"S&P"* means Standard & Poor's, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Standard & Poor's" or "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer to the Paying Agent.

"Tax Certificate" means any agreement or certificate of the Issuer that the Issuer may execute in order to establish and maintain the excludability of interest on the Bonds from gross income of the owners thereof for federal income tax purposes.

"United States" means the government of the United States of America.

"Utah Code" means Utah Code Annotated 1953, as amended.

Section 102. Rules of Construction. Unless the context otherwise requires:

(a) references to Articles and Sections are to the Articles and Sections of this Bond Resolution;

(b) the singular form of any word, including the terms defined in Section 101, includes the plural, and vice versa, and a word of any gender includes all genders; and

(c) the terms *"hereby," "hereof," "hereto," "herein," "hereunder"* and any similar terms as used in this Bond Resolution refer to this Bond Resolution.

Section 103. Authority for Bond Resolution. This Bond Resolution is adopted pursuant to the provisions of the Act.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

Section 201. Authorization of Bonds, Principal Amount, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Act and in the Bond Resolution, a series of General Obligation Bonds of the Issuer is hereby authorized to be issued in the aggregate principal amount of Seven Million One Hundred Seventy-five Thousand Dollars ($7,175,000). Such series of bonds shall be designated *"General Obligation Bonds, Series 2011."* If the Designated Officer determines pursuant to Sections 204(b)(i) and 209 hereof that the principal amount to be issued shall be less than Seven Million One Hundred Seventy-five Thousand Dollars ($7,175,000), then the principal amount of such series of bonds shall be limited to the amount so determined by the Designated Officer.

Section 202. Purpose. The Bonds are hereby authorized to be issued under authority of the Act for the purpose of (i) acquiring, constructing, improving and modifying the Project and (ii) paying certain costs related to the issuance and sale of the Bonds.

Section 203. Issue Date. The Bonds shall be dated as of the Closing Date.

Section 204. Bond Details; Delegation of Authority. (a) The Bonds shall mature on May 1 of the years and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) from the Closing Date, payable semiannually on May 1 and November 1 of each year, commencing May 1, 2012, and at the rates per annum, all as provided in the Certificate of Determination.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in the Bond Resolution, the power to determine and effectuate the following with respect to the Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the principal amount of the Bonds necessary to accomplish the purpose of the Bonds set forth in Section 202 herein and the aggregate principal amount of the Bonds to be executed and delivered pursuant to Section 209 herein; *provided* that the aggregate principal amount of the Bonds shall not exceed Seven Million One Hundred Seventy-five Thousand Dollars ($7,175,000);

(ii) the maturity date or dates and principal amount of each maturity of the Bonds to be issued; *provided, however*, that the final maturity of all Bonds shall not be later than fifteen years from their date or dates;

(iii) the interest rate or rates of the Bonds, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed four percent (4.00%) per annum;

(iv) the sale of the Bonds to the Purchaser and the purchase price to be paid by the Purchaser for the Bonds; *provided*, *however*, that the discount from par of the Bonds shall not exceed one percent (1.00%) (expressed as a percentage of the principal amount);

(v) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the optional redemption date of the Bonds, if any; and

(vii) the use and deposit of the proceeds of the Bonds; and

(viii) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of the Bond Resolution.

Immediately following the date and time specified in the Official Notice of Bond Sale attached to the Official Statement for the receipt of bids for the purchase of the Bonds, the Designated Officer shall obtain such information as he or she deems necessary to make such determinations as provided above and to determine the bid of the responsible bidder that results in the lowest effective interest rate to the Issuer (the *"Best Bidder"*). Thereupon, the Designated Officer shall make such determinations as provided above, shall award the bid to the Best Bidder and shall execute the Certificate of Determination containing such terms and provisions of the Bonds, which execution shall be conclusive evidence of the awarding of such bid to the Best Bidder and the action or determination of the Designated Officer as to the matters stated therein. The provisions of the Certificate of Determination shall be deemed to be incorporated in Article II hereof. If the Designated Officer determines that it is in the best interest of the Issuer, the Designated Officer may (a) waive any irregularity or informality in any bid or in the electronic bidding process; and (b) reject any and all bids for the Bonds.

(c) Each Bond shall bear interest from the interest payment date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an interest payment date, in which event it shall bear interest from the date thereof, or (ii) it is registered and authenticated prior to the first interest payment date, in which event it shall bear interest from its date, or (iii) as shown by the records of the Bond Registrar, interest on the Bonds shall be in default, in which event it shall bear interest from the date to which interest has been paid in full. The Bond Registrar shall insert the date of registration and authentication of each Bond in the place provided for such purpose in the form of Bond Registrar's certificate of authentication on each Bond. The Bonds shall bear interest on overdue principal at the respective rates provided in the Certificate of Determination.

Section 205. Denominations and Numbers. The Bonds shall be issued as fully-registered bonds, without coupons, in the denomination of $5,000 or any whole multiple thereof, not exceeding the amount of each maturity. The Bonds shall be numbered with the letter prefix "R-" and from one (1) consecutively upwards in order of issuance.

Section 206. Paying Agent and Bond Registrar. Zions First National Bank, of Salt Lake City, Utah, is hereby appointed the initial Paying Agent and Bond Registrar for the Bonds. The Issuer may remove any Paying Agent and any Bond Registrar, and any successor thereto, and appoint a successor or successors thereto. Each Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by the Bond Resolution by executing and delivering to the Issuer a written acceptance thereof. The principal of, and premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America that, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal of and premium, if any, on the Bonds shall be payable when due to the owner of each Bond upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent. Payment of interest on each Bond shall be made to the Person that, as of the Record Date, is the owner of the Bond and shall be made by check or draft mailed to the Person that, as of the Record Date, is the owner of the Bond, at the address of such owner as it appears on the registration books of the Issuer kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such owner on or prior to the Record Date.

Section 207. Redemption and Redemption Price; Notice of Redemption. (a) The Bonds shall be subject to redemption prior to maturity, at the election of the Issuer, on the date specified in the Certificate of Determination (the *"First Redemption Date"*), and on any date thereafter, in whole or in part, from such maturities or parts thereof as shall be selected by the Issuer, upon notice given as provided below, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. Bonds maturing on or prior to the First Redemption Date are not subject to optional redemption.

(b) The Bonds may be subject to mandatory redemption by operation of sinking fund installments as provided in the Certificate of Determination. If the Bonds are subject to mandatory sinking fund redemption and less than all of the Bonds then outstanding are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at 100% of the principal amount thereof by the Bond Registrar against the obligation of the Issuer on such mandatory sinking fund redemption dates for the Bonds in such order as directed by the Issuer.

(c) If less than all of the Bonds of any maturity are to be redeemed, the particular Bonds or portion of Bonds of such maturity to be redeemed shall be selected at random by the Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate. The portion of any registered Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or a whole multiple thereof, and in selecting portions of such Bonds for redemption, the Bond Registrar will treat each such Bond as representing that number of Bonds of $5,000 denomination that is obtained by dividing the principal amount of such Bond by $5,000.

(d) Notice of redemption shall be given by the Bond Registrar by registered or certified mail, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the owner, as of the Record Date, of each Bond that is subject to redemption, at the address of such owner as it appears in the registration books of the Issuer kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such owner on or prior to the Record Date. Each notice of redemption shall state the Record Date, the principal amount, the redemption date, the place of redemption, the redemption price and, if less than all of the Bonds are to be redeemed, the distinctive numbers of the Bonds or portions of Bonds to be redeemed, and shall also state that the interest on the Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on the redemption date there will become due and payable on each of the Bonds to be redeemed the principal thereof and interest accrued thereon to the redemption date. Each notice of optional redemption may further state that such redemption shall be conditional upon the receipt by the Paying Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of and premium, if any, and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the owner receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

(e) In addition to the foregoing notice under subsection (c) above, further notice of such redemption shall be given by the Bond Registrar as set out below, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner affect the validity of a call for redemption if notice thereof is given as prescribed above.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date to DTC in accordance with the operating procedures then in effect for DTC, and to all other registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds designated to the Bond Registrar by the Issuer, to the Rating Agencies and to any other nationally recognized information services as designated by the Issuer to the Bond Registrar.

(f) If notice of redemption shall have been given as described above and the condition described in Section 207(c) hereof, if any, shall have been met, the Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such bonds shall cease to accrue and become payable.

(g) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number or numbers identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(h) The Bond Registrar shall also give any notice of the "defeasance" or redemption of the Bonds that may be required by the Continuing Disclosure Undertaking provided that the Issuer shall provide to the Bond Registrar any documents or other information that the Bond Registrar requests to provide such notice.

Section 208. Issuance, Sale and Delivery of Bonds. Under authority of the Act, the Bonds shall be issued by the Issuer for the purpose set forth in Section 202 hereof. The Bonds shall be delivered to the Purchaser and the proceeds of sale thereof applied as provided in Section 210 hereof.

Section 209. Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the Mayor and attested and countersigned by the City Recorder (the signatures of the Mayor and City Recorder being either manual or by facsimile) and the official seal of the Issuer or a facsimile thereof shall be impressed or printed thereon. The use of such manual or facsimile signatures of the Mayor and the City Recorder and such facsimile or impression of the official seal of the Issuer on the Bonds are hereby authorized, approved and adopted by the Issuer as the authorized and authentic execution, attestation, countersignature and sealing of the Bonds by said officials on behalf of the Issuer. The Bonds shall then be delivered to the Bond Registrar for manual authentication by it. Only such of the Bonds as shall bear thereon a certificate of authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of the Bond Resolution, and such certificate of the Bond Registrar shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, this Bond Resolution and that the owner thereof is entitled to the benefits of this Bond Resolution. The certificate of authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (i) such Bond is signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder or that all of the Bonds hereunder be authenticated by the same Bond Registrar, and (ii) the date of registration and authentication of the Bond is inserted in the place provided therefor on the certificate of authentication.

The Mayor and the City Recorder are authorized to execute, countersign, attest and seal from time to time, in the manner described above, Bonds (the *"Exchange Bonds"*) to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to Article III hereof. At the time of the execution, countersigning, attestation and sealing of the Exchange Bonds by the Issuer, the payee, principal amount, maturity and interest rate may be in blank. Upon any transfer or exchange of Bonds pursuant to Article III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, principal amount, maturity and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds and to complete, authenticate and deliver the Exchange Bonds for the purpose of effecting transfers and exchanges of Bonds; *provided* that any Exchange Bonds authenticated and delivered by the Bond Registrar shall bear the same series, maturity and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer and shall bear the name of such payee as the Bondowner requesting an exchange or transfer shall designate; and *provided further* that upon the delivery of any Exchange Bonds by the Bond Registrar a like principal amount of Bonds submitted for transfer or exchange, and of like series and having like maturity dates and interest rates, shall be cancelled. The execution, countersignature, attestation and sealing by the Issuer and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, principal amount, maturity and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

Section 210. Delivery of the Bonds; Application of Proceeds. The City Manager, City Treasurer, Budget Officer or other officer of the Issuer is hereby authorized and instructed to make delivery of the Bonds to the Purchaser and to receive payment therefor in accordance with the terms of sale and to set the proceeds of sale of the Bonds aside for deposit as provided in the Certificate of Determination.

The City Manager, City Treasurer, Budget Officer or other officer of the Issuer is authorized to cause to be transferred to the Paying Agent a portion of the proceeds of the Bonds to pay any costs of issuance of the Bonds authorized by the Designated Officer.

Section 211. Continuing Disclosure Undertaking. The Mayor is hereby authorized, empowered and directed to execute and deliver, and the City Recorder to seal, countersign, and attest, the Continuing Disclosure Undertaking and the related Dissemination Agency Agreement (collectively, the *"Continuing Disclosure Undertaking"*) in substantially the same forms as now before the City Council of the Issuer and attached hereto as *Exhibits 1* and *2*, respectively, or with such changes therein as the Mayor shall approve, his execution thereof to constitute conclusive evidence of his approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Issuer as herein provided, the Continuing Disclosure Undertaking will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Bond Resolution, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Undertaking.

Section 212. Further Authority. The Mayor and the City Recorder and other officers of the Issuer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale, registration and delivery of the Bonds and to fulfill the obligations of the Issuer hereunder and thereunder.

Section 213. Establishment of Accounts. (a) The following accounts on the accounting records of the Issuer are hereby created, which are to be held as follows:

(i) Bond Account, to be held by the Issuer;

(ii) Depository Account, to be held by the Paying Agent; and

(iii) Project Account, to be held by the Issuer.

(b) Pending application for the purposes contemplated hereby, moneys on deposit in the Bond Account, Depository Account and Project Account shall be invested as permitted by law in investments approved by the City Manager or other authorized officer of the Issuer. Following the earlier of 60 days after the Closing Date or the date upon which all of the costs of issuance of the Bonds have been paid, any moneys remaining from the sale proceeds of the Bonds held by the Paying Agent at the direction of the City Manager, City Treasurer, Budget Officer or other officer of the Issuer pursuant to Section 210 hereof to pay the costs of issuance of behalf of the Issuer shall be transmitted to the Issuer for deposit into the Project Account.

ARTICLE III

TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

Section 301. Transfer of Bonds. (a) Any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar pursuant to Section 303 hereof, by the Person in whose name it is registered, in person or by such owner's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Bond Registrar. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully-registered Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the Issuer, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Bondowner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date, or (ii) after the Record Date with respect to any redemption of such Bond.

(c) The Bond Registrar shall not be required to register the transfer of or exchange any Bond selected for redemption, in whole or in part, except the unredeemed portion of Bonds being redeemed in part. Upon surrender of any Bond redeemed in part only, the Issuer shall execute, and the Bond Registrar shall authenticate and deliver to the Bondowner at the expense of the Issuer, a new Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered.

Section 302. Exchange of Bonds. Bonds may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of fully-registered Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Bondowner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond, no such exchange shall be required to be made (a) after the Record Date with respect to any interest payment date to and including such interest payment date, or (b) after the Record Date with respect to any redemption of such Bond.

Section 303. Bond Registration Books. This Bond Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code. The Bond Registrar shall keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Issuer; and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer, or cause Bonds to be registered or transferred on those books as herein provided.

Section 304. List of Bondowners. The Bond Registrar shall maintain a list of the names and addresses of the owners of all Bonds and upon any transfer shall add the name and address of the new Bondowner and eliminate the name and address of the transferor Bondowner.

Section 305. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and the City Recorder are authorized to execute the Bond Registrar's standard form of agreement between the Issuer and the Bond Registrar with respect to the compensation, obligations and duties of the Bond Registrar hereunder, which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondowners as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds that have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the Issuer at least annually a certificate with respect to Bonds cancelled and/or destroyed;

(f) to furnish to the Issuer, at its request, at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds; and

(g) to comply with all applicable provisions of DTC's operational arrangements, as provided in Section 402 hereof.

ARTICLE IV

BOOK-ENTRY SYSTEM; LIMITED OBLIGATION OF ISSUER; LETTER OF REPRESENTATIONS

Section 401. Book-Entry System; Limited Obligation of Issuer. (a) The Bonds shall be initially issued in the form of a separate, single, certificated, fully-registered Bond for each of the maturities set forth in Section 204 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC. Except as provided in Section 403 hereof, all of the outstanding Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC.

(b) With respect to Bonds registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, the Issuer, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Participant or to any Person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other Person, other than a Bondowner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other Person, other than a Bondowner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to the principal of or premium, if any, or interest on the Bonds. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, for the purpose of giving notices of redemption and for all other purposes whatsoever. The Paying Agent shall pay all principal of, and premium, if any, and interest on, the Bonds only to the respective Bondowners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided in Section 206 hereof, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, and premium, if any, and interest on, the Bonds to the extent of the sum or sums so paid. No Person other than a Bondowner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to the Bond Resolution.

(c) Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions herein with respect to Record Dates, the word *"Cede"* in this Bond Resolution shall refer to such new nominee of DTC; and upon receipt of such a notice the Issuer shall promptly deliver a copy of the same to the Bond Registrar and the Paying Agent.

Section 402. Letter of Representations. The Issuer's prior execution and delivery of the Letter of Representations shall not in any way limit the provisions of Section 401 hereof or in any other way impose upon the Issuer any obligation whatsoever with respect to Persons having interests in the Bonds other than the Bondowners, as shown on the registration books kept by the Bond Registrar. In the written acceptance of each Paying Agent and Bond Registrar referred to in Section 206 hereof, such Paying Agent and Bond Registrar, respectively, shall agree to take all action necessary for all of DTC's operational arrangements pertaining to the Paying Agent and Bond Registrar, respectively, to at all times be complied with.

Section 403. Transfers Outside Book-Entry System. At the option of the Issuer or upon receipt by the Issuer of written notice from DTC that DTC is unable or unwilling to discharge its responsibilities, and no substitute depository willing to undertake the functions of DTC hereunder can be found that is willing and able to undertake such functions upon reasonable and customary terms, the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, but may be registered in whatever name or names Bondowners transferring or exchanging Bonds shall designate, in accordance with the provisions of Article III hereof.

Section 404. Payments to Cede. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations.

ARTICLE V

COVENANTS AND UNDERTAKINGS

Section 501. Covenants of Issuer. All covenants, statements, representations and agreements contained in the Bonds and all recitals and representations in the Bond Resolution are hereby considered and understood, and it is hereby confirmed that all such covenants, statements, representations and agreements are the covenants, statements, representations and agreements of the Issuer.

Section 502. Levy of Taxes; Bond Account The Issuer covenants and agrees that to pay the interest falling due on the Bonds as the same becomes due, and also to provide a sinking fund for the payment of the principal of the Bonds at maturity, there shall be levied on all taxable property in the City in addition to all other taxes, a direct annual tax sufficient to pay the interest on the Bonds and to pay and retire the same. These taxes when collected shall be applied solely for the purpose of the payment of the interest on and principal of the Bonds, respectively, and for no other purpose whatsoever until the indebtedness so contracted under the Bond Resolution, principal and interest, shall have been fully paid, satisfied and discharged, but nothing herein contained shall be so construed as to prevent the Issuer from applying any other funds that may be in the Issuer's treasury and available for that purpose to the payment of such interest and principal as the same respectively become due and mature. The levy or levies herein provided for may thereupon be diminished to that extent. The sums herein provided for to meet the interest on the Bonds and to discharge the principal thereof when due are hereby appropriated for that purpose, and the required amount for each year shall be included by the Issuer in its annual budget and its statement and estimate as certified to the Board of County Commissioners of Summit County, Utah and the Board of County Commissioners of Wasatch County, Utah, in each year. Principal or interest falling due at any time when there shall not be available from the proceeds of the levies described in this Section money sufficient for the payment thereof shall, to the extent of such deficiency, be paid from other funds of the Issuer available for such purpose, and such other funds shall be reimbursed when the proceeds of such levies become available.

On or prior to the second business day next preceding each date on which payment of principal of or interest on the Bonds is to be made, the Issuer shall deposit into the Bond Account an amount sufficient to pay principal of and interest on the Bonds on such payment date. Moneys remaining on deposit immediately after each such payment date, including any investment earnings thereon earned during the period of such deposit, shall be immediately withdrawn from the Bond Account by the Issuer and commingled with the general funds of the Issuer. The Issuer has established the Bond Account primarily to achieve a proper matching of revenues and debt service on the Bonds. The Bond Account shall be depleted at least once each year by the Issuer, except for a reasonable carryover amount not to exceed the greater of one year's earnings on the Bond Account or one-twelfth of the annual debt service on the Bonds.

Section 503. Arbitrage Covenant; Covenant to Maintain Tax-Exemption. (a) The Mayor, the City Recorder and other appropriate officials of the Issuer are hereby authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations, (ii) the Bonds are not and will not become "private activity bonds" within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Issuer contained in this Section will be complied with and (v) interest on the Bonds is not and will not become includible in gross income of the owners thereof for federal income tax purposes under the Code and applicable Regulations.

(b) The Issuer covenants and certifies to and for the benefit of the owners from time to time of the Bonds that:

(i) it will at all times comply with the provisions of any Tax Certificates;

(ii) it will at all times comply with the rebate requirements contained in Section 148(f) of the Code and the Regulations, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made, the creation of any rebate fund to provide for the payment of any required rebate and the timely payment to the United States of all amounts, including any applicable penalties and interest, required to be rebated, except to the extent that the Bonds are not subject to such arbitrage rebate requirements;

(iii) no use will be made of the proceeds of the issue and sale of the Bonds, or any funds or accounts of the Issuer that may be deemed to be proceeds of the Bonds, pursuant to Section 148 of the Code and applicable Regulations, which use, if it had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code;

(iv) it will not use or permit the use of any of its facilities or properties in such manner that such use would cause the Bonds to be "private activity bonds" described in Section 141 of the Code;

(v) no bonds or other evidences of indebtedness of the Issuer (other than the Bonds) have been or will be issued, sold or delivered within a period beginning fifteen (15) days prior to the sale of the Bonds and ending fifteen (15) days following the delivery of the Bonds, other than the Bonds;

(vi) it will not take any action that would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Bonds as provided in Section 103 of the Code, nor will it omit to take or cause to be taken in timely manner any action, which omission would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Bonds as provided in Section 103 of the Code;

(vii) it recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is excludable from gross income of the owners thereof for federal income tax purposes under laws in force at the time the Bonds are initially delivered and the Issuer agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form without an opinion of Bond Counsel to the effect that such action will not adversely affect the excludability of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes; and

(viii) it acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the Issuer may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

Pursuant to these covenants, the Issuer obligates itself to comply throughout the term of the issue of the Bonds with the requirements of Section 103 of the Code and the Regulations proposed or promulgated thereunder.

Section 504. Designation of the Bonds as "Qualified Tax-Exempt Obligations." The Issuer recognizes that Section 265(b)(3) of the Code provides that a "qualified tax-exempt obligation" (as therein defined) may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The Issuer hereby designates each of the Bonds that is outstanding from time to time as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the Issuer certifies, represents, covenants, warrants and agrees that (a) none of the Bonds will be at any time a "private activity bond" (as defined in Section 141 of the Code), (b) as of the date of original issuance of the Bonds, the Issuer will not have issued any tax-exempt bonds in calendar year 2011 other than the Bonds, (c) the reasonably anticipated amount of tax-exempt bonds (other than "private activity bonds" that are not "qualified 501(c)(3) bonds," as such terms are defined in Section 141 of the Code) that will be issued by the Issuer and subordinate entities thereof during calendar year 2011 (including the Bonds) does not exceed $30,000,000 and (d) not more than $30,000,000 of obligations (including the Bonds) issued by the Issuer during calendar year 2011 will be designated by the Issuer for purposes of Section 265(b)(3) of the Code. As used in this Section 504, *"tax-exempt bonds"* means obligations of any kind the interest on which is not includible in the gross income of the owners thereof for purposes of federal income taxation. Terms used in this Section 504 that are not otherwise defined herein shall have the same meanings herein as in the provisions of the Code that relate to tax-exempt bonds.

ARTICLE VI

FORM OF BONDS

Section 601. Form of Bonds. Each fully-registered Bond shall be, respectively, in substantially the following form, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required (including, but not limited to, such changes as may be necessary if the Bonds at any time are no longer held in book-entry form as permitted by Section 403 hereof):

[FORM OF BOND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Registered Registered

UNITED STATES OF AMERICA

STATE OF UTAH

PARK CITY

GENERAL OBLIGATION BOND, SERIES 2011

Number R-____ $___________

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
________%	May 1, _____	_________, 2011	_______

REGISTERED OWNER:

PRINCIPAL AMOUNT: ---------------------------------- DOLLARS-------------------------------------

KNOW ALL MEN BY THESE PRESENTS that Park City, Utah (the *"Issuer"*), a duly organized and existing municipal corporation and a political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay to the registered owner identified above, or registered assigns, on the maturity date identified above, upon presentation and surrender hereof, the principal amount identified above (the *"Principal Amount"*), and to pay the registered owner hereof interest on the balance of the Principal Amount from time to time remaining unpaid from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event this Bond shall bear interest from the dated date identified above (the *"Dated Date"*), or unless, as shown by the records of the hereinafter referred to Bond Registrar, interest on the hereinafter referred to Bonds shall be in default, in which event this Bond shall bear interest from the date to which interest has been paid in full, at the interest rate per annum (calculated on the basis of a year of 360 days consisting of twelve 30-day months) identified above (the *"Interest Rate"*), payable semiannually on May 1 and November 1 in each year, commencing May 1, 2012, until payment in full of the Principal Amount, except as the provisions set forth in the hereinafter defined Bond Resolution with respect to redemption prior to maturity may become applicable hereto. This Bond shall bear interest on overdue principal at the Interest Rate. Principal of and premium, if any, on this Bond shall be payable upon presentation and surrender hereof at the principal corporate trust office of Zions First National Bank, of Salt Lake City, Utah, as Paying Agent for the Bonds, or at the principal corporate trust office of any successor who is at the time the Paying Agent of the Issuer, in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts; and payment of the interest hereon shall be made to the registered owner hereof and shall be paid by check or draft mailed to the person who is the registered owner of record on the Record Date.

This Bond is one of the General Obligation Bonds, Series 2011 of the Issuer (the *"Bonds"*), limited to the aggregate principal amount of ___________________ Dollars ($_____________), dated as of the Dated Date, issued under and by virtue of the Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended (the *"Utah Code"*), the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code, and the applicable provisions of Title 10 of the Utah Code (collectively, the *"Act"*), and under and pursuant to a resolution of the Issuer adopted on November 17, 2011 (the *"Bond Resolution"*), after having been authorized at a special bond election held on November 6, 2007, in the Issuer by a vote of the qualified electors thereof, for the purpose of acquiring, constructing, improving and modifying pathways, roads and related improvements for use by pedestrians and cyclists (the *"Project"*). The acquisition, improvement and preservation of the Project is for one or more public purposes.

Zions First National Bank, of Salt Lake City, Utah, is the initial bond registrar and paying agent of the Issuer with respect to the Bonds. This bond registrar and paying agent, together with any successor bond registrar or paying agent, are referred to herein, respectively, as the *"Bond Registrar"* and the *"Paying Agent."*

The Issuer covenants and is by law required to levy annually a sufficient tax to pay interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof as the same falls due.

This Bond is transferable, as provided in the Bond Resolution, only upon the books of the Issuer kept for that purpose at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by such owner's attorney duly authorized in writing. Such transfer shall be made upon surrender of this Bond, together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or such duly authorized attorney and upon the payment of the charges prescribed in the Bond Resolution, and thereupon the Issuer shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Bond Resolution. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever, and neither the Issuer, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are issuable solely in the form of registered Bonds in the denomination of $5,000 or any whole multiple thereof.

The Bonds maturing on or after May 1, 2021, are subject to redemption prior to maturity, at the election of the Issuer, on May 1, 2020 (the *"First Redemption Date"*) and on any date thereafter, in whole or in part, from such maturities or parts thereof as shall be selected by the Issuer, upon notice given as provided below, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption. Bonds maturing on or prior to the First Redemption Date are not subject to optional redemption.

Notice of redemption shall be given by the Bond Registrar by registered or certified mail not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the registered owner of each Bond that is subject to redemption, at the address of such registered owner as it appears on the registration books kept by the Bond Registrar, or at such other address as is furnished in writing by such registered owner to the Bond Registrar, all as provided in the Bond Resolution.

If notice of redemption shall have been given as aforesaid, the Bonds or portions thereof specified in that notice shall become due and payable at the applicable redemption price on the redemption date therein designated. If on the redemption date, moneys for the payment of the redemption price of all the Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on that date, then from and after the redemption date interest on such Bonds shall cease to accrue and become payable.

Less than all of a Bond in a denomination in excess of $5,000 may be so redeemed. In such case, upon the surrender of such Bond, there shall be issued to the registered owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, registered Bonds of any of the authorized denominations, at the option of such owner, all as more fully set forth in the Bond Resolution. In selecting portions of any registered Bond that is of a denomination of more than $5,000 for redemption, the Bond Registrar will treat each such Bond as representing that number of Bonds of $5,000 denomination that is obtained by dividing the principal amount of such Bond by $5,000.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Bond Resolution.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby certified and recited that all conditions, acts and things required by the Constitution or laws of the State of Utah and by the Act and the Bond Resolution to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the Constitution and laws referenced above, and that the full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Bond according to its terms.

The Issuer has designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, PARK CITY, UTAH, has caused this Bond to be signed in its name and on its behalf by its Mayor and countersigned and attested its the City Recorder, and has caused its official seal or a facsimile thereof to be impressed or imprinted hereon, all as of the Dated Date.

PARK CITY, UTAH

By (manual signature)
Mayor

[SEAL]

COUNTERSIGN AND ATTEST:

By (manual signature)
City Recorder

[FORM OF BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds described in the within-mentioned Bond Resolution and is one of the General Obligation Bonds, Series 2011 of Park City, Utah.

ZIONS FIRST NATIONAL BANK, as Bond Registrar

By
Authorized Officer

Date of registration
and authentication: ________________, 2011.

Bond Registrar and Paying Agent:

Zions First National Bank
Corporate Trust Department
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	—	as tenants in common	UNIF TRAN MIN ACT—
TEN ENT	—	as tenants by the entirety	_________ Custodian _________
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	(Cust) (Minor) under Uniform Transfers to Minors Act of ________________________________ (State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Insert Social Security or Other Identifying Number of Assignee

____

_

(Please Print or Typewrite Name and Address of Assignee)

the within Bond of PARK CITY, UTAH, and hereby irrevocably constitutes and appoints _______ ____ attorney, to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: ______________________ SIGNATURE: ___________________________

SIGNATURE GUARANTEED:

____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Bond Registrar, which requirements include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Bond Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

ARTICLE VII

MISCELLANEOUS

Section 701. Final Official Statement. The Official Statement of the Issuer is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as *Exhibit 3*, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, including the completion thereof with the information established at the time of the sale of the Bonds by the Designated Officer and set forth in the Certificate of Determination. The Mayor shall sign and deliver the Official Statement to the Purchaser for distribution to prospective purchasers of the Bonds and other interested persons. The approval of the Mayor of any such changes, omissions, insertions and revisions shall be conclusively established by the Mayor's execution of the Official Statement.

Section 702. Preliminary Official Statement Deemed Final. The use and distribution of the Official Statement in preliminary form (the *"Preliminary Official Statement"*), in substantially the form presented at this meeting and in the form attached hereto as *Exhibit 3*, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the City Treasurer shall deem advisable. The Mayor, the City Recorder and the City Treasurer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Bonds. The Mayor, the City Recorder and the City Treasurer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, and any actions taken thereby for purposes of deeming the Official Statement to be final for purposes of Rule 15c2-12 of the Securities and Exchange Commission are hereby authorized, ratified and confirmed.

Section 703. Public Hearing and Notice of Public Hearing (a) In satisfaction of the requirements of Section 11-14-318 of the Local Government Bonding Act, a public hearing shall be held by the City on Thursday, December 1, 2011, at 6:00 p.m., at the Marsac Municipal Building, Council Chambers at 445 Marsac Avenue, Park City, Utah, to receive input from the public with respect to the issuance by the City of the Bonds for the purposes set forth in Section 1 hereof and the potential economic impact of the Project on the private sector.

(b) The City Recorder shall cause the "Notice of Public Hearing," in substantially the form attached hereto as *Exhibit 4,* to be published (a) once each week for two consecutive weeks in *The Park Record*, a newspaper of general circulation in the City, with the first publication being at least 14 days prior to the date set for the public hearing and (b) on the Utah Public Notice Website no less than 14 days before the public hearing described in Section 8.

Section 704. Notice of Bond to be Issued In accordance with the provisions of Section 11-14-316 of the Local Government Bonding Act, the City Recorder shall cause the "Notice of Bonds to be Issued," in substantially the form attached hereto as *Exhibit 5,* to be published one time in *The Park Record,* a newspaper of general circulation in the City, and shall cause a copy of this Bond Resolution (together with all exhibits hereto) to be kept on file in her office for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of publication thereof.

For a period of thirty (30) days from and after publication of the Notice of Bonds to be Issued, any person in interest shall have the right to contest the legality of this Bond Resolution or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Bond Resolution or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 705. *Payments Due on Non-Business Days.* If a payment date is not a business day, then payment may be made on the next business day, and no interest shall accrue for the intervening period.

Section 706. *Ratification.* All proceedings, resolutions and actions of the Issuer and its officers taken in connection with the sale and issuance of the Bonds are hereby ratified, confirmed and approved, including, without limitation, the publication of the notice of sale for the Bonds as set out in the preambles hereto.

Section 707. *Severability.* It is hereby declared that all parts of this Bond Resolution are severable, and if any section, paragraph, clause or provision of this Bond Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Bond Resolution.

Section 708. *Conflict.* All resolutions, orders and regulations or parts thereof heretofore adopted or passed that are in conflict with any of the provisions of this Bond Resolution are, to the extent of such conflict, hereby repealed.

Section 709. *Captions.* The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Bond Resolution.

Section 710. *Effective Date.* This Bond Resolution shall take effect immediately.

ADOPTED AND APPROVED this 4th day of June, 2011.

PARK CITY, UTAH

By
Mayor

[SEAL]

ATTEST AND COUNTERSIGN:

By ______________________________
City Recorder

APPROVED AS TO FORM:

By
City Attorney

EXHIBIT 1

[ATTACH FORM OF CONTINUING DISCLOSURE UNDERTAKING]

EXHIBIT 2

[ATTACH FORM OF DISSEMINATION AGENCY AGREEMENT]

EXHIBIT 3

[ATTACH FORM OF OFFICIAL STATEMENT]

EXHIBIT 4

NOTICE OF PUBLIC HEARING — PARK CITY, UTAH

PUBLIC NOTICE IS HEREBY GIVEN that on December 1, 2011, the City Council (the *"City Council"*) of Park City, Utah (the *"City"*) will hold and conduct a public hearing to receive input from the public with respect to the issuance of general obligation bonds and the potential economic impact that the improvement, facility, or property for which the bonds pay all or part of the cost will have on the private sector, pursuant to Section 11-14-318 of the Utah Code Annotated 1953, as amended.

PURPOSE FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS

The City intends to issue general obligation bonds for the purpose of acquiring, constructing, improving and modifying pathways, roads and related improvements for use by pedestrians and cyclists (the *"Project"*) and paying the costs incurred in connection with the issuance and sale of the general obligation bonds.

MAXIMUM PRINCIPAL AMOUNT OF THE GENERAL OBLIGATION BONDS

The City intends to issue general obligation bonds in an amount not to exceed $7,175,000 to finance the Project, as authorized at a special bond election duly and lawfully called and held in the City on November 6, 2007.

THE TAXES, IF ANY, PROPOSED TO BE PLEDGED

The City proposes to pledge the full faith and credit of the City for the payment of its general obligation bonds and may be obligated to levy and collect ad valorem taxes without limitation as to rate or amount in order to pay the general obligation bonds, as provided by law.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City will hold and conduct a public hearing commencing at approximately 6:00 p.m. on December 1, 2011, during a public meeting that is to begin at 6:00 p.m. on that date. The public hearing will be held at the Marsac Municipal Building, Council Chambers at 445 Marsac Avenue, Park City, Utah. All members of the public are invited to attend and participate in the public hearing. Prior to the public hearing, written comments may be submitted to the City, to the attention of the City Recorder, 445 Marsac Avenue, Park City, Utah 84060.

DATED this 16th day of November, 2011.

PARK CITY, UTAH

[SEAL]

By ____________________________________
City Recorder

EXHIBIT 5

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Sections 11-14-316 and 11-27-4, Utah Code Annotated 1953, as amended, that on November 17, 2011, the City Council (the *"Council"*) of Park City, Utah (the *"City"*), adopted a resolution (the *"Resolution"*) in which it authorized and approved the issuance of its general obligation bonds (the *"Bonds"*), in the aggregate principal amount of not to exceed Seven Million One Hundred Seventy-five Thousand Dollars, to bear interest at a rate or rates of not to exceed four percent per annum, to mature over a period not to exceed fifteen years from their date or dates and to be sold at a discount from par, expressed as a percentage of the principal amount, of not to exceed one percent.

Pursuant to the Resolution, the Bonds are to be issued for the purpose of acquiring, constructing, improving and modifying acquiring, constructing, improving and modifying pathways, roads and related improvements for use by pedestrians and cyclists (the *"Project"*).

The Bonds are to be issued and sold by the City pursuant to the Resolution. A copy of the Resolution is on file in the office of the City Recorder of the City, located in the Marsac Municipal Building, at 445 Marsac Avenue, Park City, Utah, where the Resolution may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. The Resolution shall be so available for inspection for a period of at least thirty days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that pursuant to law for a period of thirty days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the above-described Resolution (including the final bond resolution attached thereto) of the City or the Bonds authorized thereby or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of the Resolution, the Bonds or the provisions for their security or payment for any cause.

DATED this 17th day of November, 2011.

PARK CITY, UTAH

[SEAL]

By ____________________________________
Janet M. Scott

EXHIBIT 6

ATTACHED FORM OF CERTIFICATE OF DETERMINATION

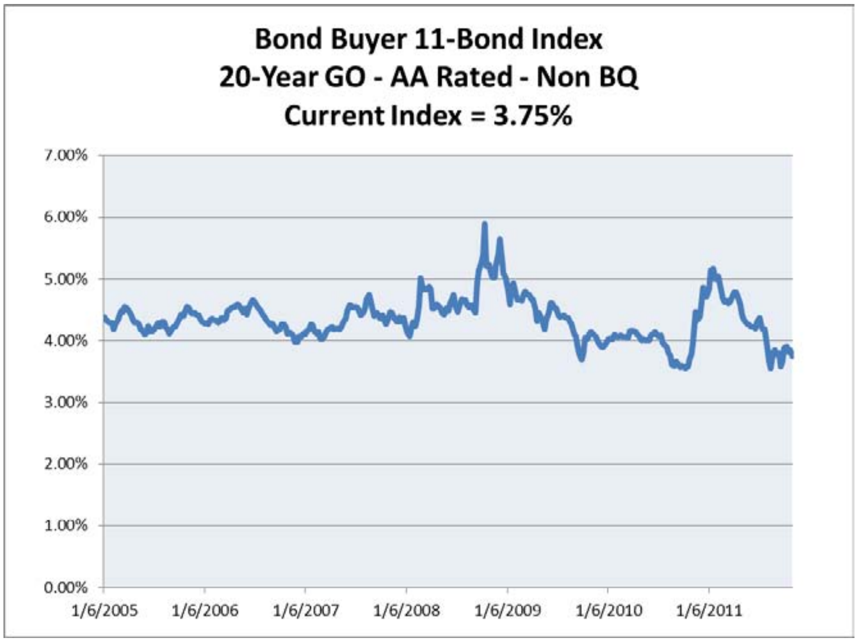
Attachment B – WALC Projects List

P P P P P P	P P P	
8' separated path Park Ave	$4,014,000	In design phase
8' separated path D.V. Dr. Jan's-underpa	$117,000	
Bonanza underpass	$1,150,000	
Install bike lanes on Bonanza Dr.	$0	
Ped-signal High School	$79,000	
Little Kate Sidewalk	$923,000	
Kearns underpass	$3,122,000	
Homestake & Kearns	$0	
Wayfinding for Lost Prospector trail	$900	
LJ/LDS church sidewalk	$78,000	
Bridge Rail Trail/Iron Horse	$85,000	
Traffic calming Monitor Dr.	$75,800	Traffic Study ongoing, striping, DFS units installed
crosswalk inlay SR-224/HolidayRL/Payday	$34,000	
Way finding school zone	$2,500	
Traffic Calming along Comstock	$940,000	
Prospector neighborhood	$400,000	Wyatt Earp Project (soils district)
Monitor Dr./SR-248 intersection	$100,000	
Safer crossing SR-224 near Albertson's	$25,000	Part of Dan's to Jan's Project; HAWK Beacon.
Sidewalk on east side of Park Ave.	$34,000	
crosswalks on Marsac	$8,000	
Wayfinding Main St.	$4,000	
Class II bike lane on Lucky John	$0	
8' path at Barn	$50,000	
8' asphalt path east side SR-224	$100,000	
Crosswalks Main St. and Heber Ave.	$16,000	
Widen existing bike paths	$555,280	
Stop signs Monitor/Little Kate	$0	
Class II bike lane along SR-248	$40,200	UDOT implemented from Comstock to Hwy 40
Olympic Plaza sidewalk	$13,000	
Old Town crosssswalks	$12,000	
8' path Holiday Ranch Loop	$922,000	
Gun club path connection	$0	Part of PC Heights MPD
Meadows Dr. Bike Lane	$40,200	
TC Park Meadows 1	$71,333	
TC Park Meadows 2	$71,333	
TC Park Meadows 3	$71,333	
Other		
Total Budget	$13,154,880	

*Orange highlighted projects have been completed

Table 2: Walking/Biking Issues List

Tier	Issue #	Type	Issue	Location
Capital Projects Proposed projects that are intended to solve a specific issue at a precise location and that are large enough in scope that they need to be individually approved and included in the City's capital projects budge process				
I	1	Bike Facility	Lack of bike facility on Bonanza Drive	Bonanza Drive, from Kearns Blvd to Deer Valley Dr
II	2	Bike Facility	Lack of bike facility on Deer Valley Drive	Deer Valley Drive, from Park Ave to Deer Valley
II	3	Bike Facility	Lack of bike facility on Park Ave	Park Avenue, from Kearns Blvd to Old Town
IV	4	Bike Facility	Lack of bike facility on Kearns Blvd	Kearns Blvd, from Park Ave to US 40
V	6	Bike Facility	Incomplete connections between city and mountain trails	Park City Golf Course
II	8	Bike Facility	Lack of bike facility around Round Valley	Round Valley
III	10	Bike/Pedestrian Facility	Lack of alternative route for bikes and pedestrians	Between Prospector Sq. and Payday
V	11	Bike/Pedestrian Facility	Need residential access to Kearns Blvd trail	Doc Holiday & Prospector Park Area as whole
I	12	Bike/Pedestrian Facility	Lack of ped/bike facilities - connect to schools and Racquet Club	Little Kate
II	14	Bike/Pedestrian Facility	Lack of trail connection from Park Meadows to Rail Trail	Park Meadows/Prospector
IV	15	Bike/Pedestrian Facility	Need to connect bike path Olympic Village Plaza	Snow Creek Path near Key Bank & Squatters
V	16	Bike/Pedestrian Facility	Circuitous route for non-recreational users of trail	west side of SR-224
IV	17	Bike/Pedestrian Facility	Gap between county and city trail systems	west side of SR-224 at St. Mary's
V	18	Bike/Pedestrian Facility	Lack of trail connection between Park Ave. and Deer Valley Dr.	Condos on west side of Park Ave.
I	19	Bike/Pedestrian Facility	Gap in existing trail system	Dan's, north of cemetery
I	20	Bike/Pedestrian Facility	No access to Rail Trail from Iron Horse Condos	Bridge across Poison Creek at condos
III	21	Bike/Pedestrian Facility	Inadequate sidewalks/bike trails on both sides of street	Park Ave. - Silver King to Heber Ave.
V	22	Bike/Pedestrian Facility	Illegal parking on street blocks safe/continuous walking/cycling	Eagle Head Drive (north Park Mead.)
V	23	Bike/Pedestrian Facility	Lack of parking at Cove Trail Head	Meadows Drive at Cove Trail Head
V	24	Pedestrian Facility	Gap in popular walking route	Top of town connecting Marsac and Park Ave.
II	25	Pedestrian Facility	On-street parking displaces needed sidewalks	Comstock
V	26	Pedestrian Facility	On-street parking creates hazards for pedestrian walking in street	Lucky John
III	27	Pedestrian Facility	Sidewalks too close to road are perceived as unsafe	SR-248
I	28	Pedestrian Facility	Need to improve walking safety with more pedestrian facilities	Prospector neighborhood
III	29	Pedestrian Facility	Need for better pedestrian access from Swede Alley to Main St.	Swede Alley
V	30	Pedestrian Facility	On-street exercise loop around Park Meadows Golf Course is unsafe	Park Meadows
III	31	Pedestrian Facility	No sidewalk on north side of road	Deer Valley Drive Near Old Town
IV	32	Pedestrian Facility	Need a continuous bike lane /pedestrian walk	Deer Valley Road (entire loop)
II	33	Pedestrian Facility	Sidewalks are missing or unsafe on both sides of street	Marsac Avenue
I	34	Crossing	Unsafe ped/bike crossing of Bonanza Drive	Bonanza Drive, Poison Creek Trail to Rail Trail
V	35	Crossing	Unsafe trail crossing of Meadows Drive	Meadows Drive, east side of SR-224
V	36	Crossing	Unsafe ped/bike/ski crossing of Meadows Drive	Meadows Drive, west side of SR-224
I	37	Crossing	Unsafe ped/bike crossing of SR-224	Payday Drive/Holiday Ranch Loop Rd
V	38	Crossing	Unsafe ed/bike/ski crossing of Payday Drive	Payday Drive/Holiday Ranch Loop Rd
V	39	Crossing	Lack of ped/bike/ski crossing of SR-224 near St. Mary's Church to connect east and west side trails	SR 224 near St. Mary's church
I	40	Crossing	Confusing connection between Aerie and Poison Creek Trails	Deer Valley Drive
I	41	Crossing	Unsafe ped/bike crossing of SR-248 near schools	SR-248, eastern end near schools
I	42	Crossing	Unsafe ped/bike crossing of SR-248 near west end	SR-248, western end between Park Ave and Bonanza
V	43	Crossing	Unsafe ped/bike/ski crossing of Thayne's Drive	Thayne's Drive at trail crossing
IV	44	Crossing	Unsafe pedestrian crossing of Swede Alley at China Bridge parking structure	Swede Alley at China Bridge
I	45	Crossing	Students crossing SR-248 unsafely	High school
III	47	Crossing	Unsafe/ difficult to cross street	Marsac Ave./ Shorty's Stairs
III	48	Crossing	Unsafe/ difficult to cross street	Marsac Ave./ Wasatch & Ontario Stairs
V	54	Traffic calming	Cut through traffic in Prospector Area	from SR-248
V	55	Traffic calming	Congestion in Old Town	Main Street/Swede Alley
V	56	Traffic calming	Vehicles speeding as they enter Park City	SR-224
IV	57	Traffic Calming	Unsafe intersection	Monitor/Little Kate (at Racket Club)
V	71	Road improvements	Left-turning traffic on both roads backs up considerably	Bonanza Drive & Prospector intersection
II	72	Road improvements	Congestion at schools	Schools
V	73	Regional Coordination	Lack of connection between city trails and county trails	Regional
IV	74	Regional Coordination	Park and ride at SR-248 and Hwy 40	SR-248 and Highway 40
IV	75	Bike/Pedestrian Facility	Need traffic signal like "Freemont Street" that allows all bikes and pedestrians to go through the intersection at once	Main Street/Heber Intersection
V	76	?	Build gondola that stops at key destination points throughout City	Citywide
IV	77	Crossing	Need to improve crossing	Park Avenue at the Skate Park
III	78	Pedestrian Facility	Need sidewalks and bike facilities in Old Town (Woodside, Norfolk, Empire)	Old Town
V	81	Bike Facility	Lack of bike facility - sign and stripe bike route	Park Meadows loop
IV	84	Bike Facility	Need paved connection between Rail Trail and N.A.C.	Richardson's Flat Road
IV	85	Traffic calming	Little Kate needs traffic calming	Little Kate
III	86	Crossing	Need improved crossing	Park Avenue at Library bulb-out
III	87	Crossing	Need improved crossing	Poison Creek Trail along Deer Valley Drive, crossing of Heber as you turn right onto Swede Alley
III	88	Crossing	Need improved crossing	From Transit Center across Swede Alley
II	90	Pedestrian Facility	Gap in sidewalk/trail in front of LDS Church	Lucky John, east of Monitor
I	91	Crossing	Unsafe crossing	Holiday Village between Dan's & Albertson's
II	92	Crossing	No access to crosswalk at 224/248 - need safe connections through this area	By Albertson's
III	94	Pedestrian Facility	Need access to Bridal Veil Trail	Holiday Ranch
V	96	Bike/Pedestrian Facility	Need trail connection along east side of Deer Valley Drive	Deer Valley Drive
V	99	Bike/Pedestrian Facility	Need neighborhood access to trail without using Holiday Ranch Loop Racetrack	Holiday Ranch, North of Creek Drive
III	105	Pedestrian Facility	Gap in sidewalk	Park Avenue south of City Park entrance, east side of street
V	106	Bike/Pedestrian Facility	Unsafe crossing of Rail Trail at Wyatt Earp Way	Intersection of Wyatt Earp Way and Rail Trail
IV	107	Bike/Pedestrian Facility	Need safe bike/ped facilities	SR-224 to Little Kate on Holiday Ranch Loop Road
I	108	Bike/Pedestrian Facility	Need safe bike/ped facilities	Holiday Ranch Loop Road to Monitor Dr. on Little Kate
I	109	Bike/Pedestrian Facility	Need safe bike/ped facilities	Little Kate to Kearns Blvd. on Monitor Drive
V	110	Bike/Pedestrian Facility	Need safe bike/ped facilities	Little Kate to American Saddler on Lucky John Drive
V	111	Bike/Pedestrian Facility	Need safe bike/ped facilities	Lucky John to Meadows Drive on American Saddler
III	112	Bike/Pedestrian Facility	Need safe bike/ped facilities	Monitor to where road changes to Meadows Drive on Lucky John Drive
V	113	Bike/Pedestrian Facility	Need safe bike/ped facilities	American Saddler to SR-224 on Meadows Drive
Budgetary/Maintenance Issues Projects that are smaller in scope than "Capital Projects" and can more efficiently be implemented with funding through general fund and budgetary process				
	5	Bike Facility	Need more bike racks and facilities	Citywide, but at major destinations.
	7	Bike Facility	Inadequate accessibility	Poison Creek Trail
	13	Bike/Pedestrian Facility	Poor drainage at underpass	McPolin Farm
	46	Crossing	Poor bike connection across curb to trail system	Cyclocross Park/Holiday Ranch Loop Rd
	49	Wayfinding	Poor signage for pedestrians in Old Town	Old Town
	50	Wayfinding	Poor signage for Rail Trail	Old Town/Rail Trail
	51	Wayfinding	Poor signage on recreational trails	Solamere
	52	Wayfinding	Cyclists do not know when/how to access Poison Creek Trail	Deer Valley Road/ 10th Street
	53	Wayfinding	Cyclists and pedestrians do not know how to access major trail system	City-wide, esp. near 'spines'
	58	Maintenance (Improvement)	Unsafe - Remove existing rumble strip on bike lane	Holiday Ranch Loop Road
	59	Maintenance	Poor winter maintenance of sidewalks	Deer Valley Drive
	60	Maintenance	Poor maintenance of sidewalks	Citywide
	61	Maintenance	On-road bike lanes are hazardous due to poor repairs	Citywide
	62	Maintenance	On-road bike lanes are not maintained	Citywide
	66	Policy	On-road bike lanes are not visible enough	Citywide
	67	Policy (Traffic calming)	Excessive vehicle speeds and disregard for pedestrians and bikers	Citywide
	68	Policy (Improvement)	Poor visibility of pedestrian crossings	Citywide
	69	Policy (Improvement)	Lack of awareness by drivers for pedestrians	Citywide
	70	Policy (Improvement)	Unsafe pedestrian crossings of roadways	Citywide
	93	Maintenance	Snow Creek Trail is not plowed in winter	Snow Creek Drive
	95	Pedestrian Facility	248/Snow Creek area not meeting ADA standards for connection and maintenance	Snow Creek/248
	100	Maintenance	North side of Prospector Avenue -sidewalks plowed over from parking lots	Prospector Avenue
Policy Issues Items that are not "projects" in that they are not elements that can be built, but instead can be addressed through City policies, regulations, ordinances, etc.				
	63	Policy	Lack of pedestrian facilities in new development	Citywide
	64	Policy	Lack of pedestrian facilities in existing development	Citywide
	65	Policy	Lack of sufficient budget for trail maintenance	Citywide
	79	Policy	Need to promote and market cycling in Park City	Citywide
	89	Policy	Need to use open space money or future bond money to buy additional property or easements to create off-street bike/ped lanes or critical trail connections	Citywide
	82	Policy	Need to promote walking/biking to school by improving facilities	Citywide
	83	Policy	Need to promote park and ride lots for people to bike into city	Citywide
	94	Policy	Need public access to Bridle Veil Trail	Park Meadows - changing plat notice of subdivision
Outside the Scope of This Project Projects or policies that do not fit within the walkable, bikeable, or trails scope of this project				
	101	Policy	Need to expand park and ride lots outside of City (as during Olympics)	Citywide
	102	Policy	Need to eliminate all parking at resorts and events	Citywide
	103	Policy	Access to transit - Reverse bus route in Park Meadows or a a few buses in morning hours for students	Park Meadows
	104	Policy	Stricter enforcement of leash laws needed	Citywide



The graph entitled Bond Buyer 11-Bond Index is for an index of AA1/AA+ rated general obligation bonds with a maturity of 20 years. It is compiled weekly by The Bond Buyer, the daily trade publication of the municipal bond industry. It shows that the market is very close to the lowest rates for the period from 2005 to the present. The current index is 3.75%. While the City's general obligation bonds are rated one notch lower than this index at Aa2/AA, which suggest a rate slightly higher than the index, the City's Series 2011 Bonds will have a slightly more favorable federal tax exemption by being "bank-qualified" (the indexed bonds are not bank-qualified), which would tend to bring the rate slightly below the index. Of even greater importance is that the City's Series 2011 Bonds will amortize over 14.5 years and have an average life of less than 10 years while the index is for a single 20-year maturity. This 10-year differential will allow the City to capture the benefit of borrowing on the lower end of the yield curve and should result in an average interest rate of less than 2.75%. There is no readily available index for 10-year tax exempt bonds.

The City could divide this bond issue into two separate issues by only borrowing about [$5,600,000] now and the balance when specific walkability projects have been identified and the funds are actually needed. Doing so would cause the City to incur increased costs of issuance for bond counsel, financial advisor and credit ratings. It would also require additional staff time, another City Council public hearing and approval and would have the City issuing a relatively small bonds that may or may not be bank-qualified and may be at a higher interest rate. It would also mean the City might not have funds to cover cost overruns on the projects that are being funded immediately. The one advantage of issuing two bond issues is that the City would not have to invest the unspent money at a rate lower than the bond rate ("negative arbitrage"), which is estimated at about 2% per year, assuming no change in short term investment rates. The "loss" from negative arbitrage will approximately offset the savings of doing one bond issue versus two, assuming the City doesn't spend the additional money for two years. Therefore, the biggest net benefits to doing one issue are: 1) capturing today's historically attractive interest rates 2) having all authorized funds available at once and 3) saving staff resources by doing one bond issue instead of two.

City Council
Staff Report

Subject:	**Park City Heights, Phase 1 Subdivision plat**
Author:	**Kirsten Whetstone, MS, AICP**
Date:	**November 17, 2011**
Type of Item:	**Final Subdivision plat**
Project #:	**PL-11-01355**

Summary Recommendations
Staff recommends the City Council conduct a public hearing for the Park City Heights Phase 1 Subdivision plat, conduct a public hearing, and consider approving the plat pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance.

Topic

Applicant:	Boyer Park City Junction, LC
Location:	Richardson Flat Road, east of SR 248 and west of US 40
Zoning:	Community Transition (CT)
Adjacent Land Uses:	Open Space, Rail Trail, US 40, Quinn's Water Treatment Plant, and vacant land

Proposal
This is a request for approval of a final subdivision plat for the first phase of the Park City Heights Master Planned Development (MPD). This phase consists of 28 townhouse units to be constructed for IHC as fulfillment of the required affordable housing for the Park City Medical Center. The first phase final subdivision plat also includes four (4) [market unit] cottage home lots, a City Park parcel, HOA clubhouse parcel, open space parcels, support commercial parcels, dedication of first phase streets, utility easements, trail easements, and a parcel for a future multi-unit affordable housing building. The lots, parcels, and street layout are consistent with the May 11, 2011, Park City Heights MPD. Conditions of approval of the MPD and the Park City Heights Annexation Agreement continue to apply to this phase.

Background
On September 13, 2011, the City Planning Department received a complete application for the first phase subdivision plat for the Park City Heights MPD. The property was annexed into Park City with the Park City Heights Annexation on May 27, 2010, and was zoned Community Transition (CT). Park City Municipal Corporation and Boyer Park City Junction are joint owners of the property. The property was not purchased with open space revenues.

On May 11, 2011, the Park City Planning Commission approved the Park City Heights

MPD for a mixed residential development consisting of 160 market rate units and 79 affordable units for a total of 239 units on 239 acres. On June 22, 2011, the Planning Commission reviewed and approved a preliminary subdivision plat for the Park City Heights MPD.

On November 3, 2011, the City Council voted to approve the sale of the City's interest in the property to a third party. Park City Municipal Corporation and Boyer Park City Junction were joint owners of the property at the time this application was made and have permission from the current owner to pursue this application. The property is subject to the Park City Heights Annexation Agreement and the Park City Heights MPD conditions of approval.

On October 26, 2011, the Planning Commission voted to forward a positive recommendation to Council on the first phase subdivision plat. The Commission amended condition of approval #17 to include reference to MPD condition of approval #30 and amended a note on the landscape plan regarding spacing of street trees on the main access drive (from 60' on-center to 30' on-center. Staff has incorporated the street tree discussion and Commission requested amendment as a condition of approval of the plat. At the same meeting, the Commission voted to ratify the Park City Heights Development Agreement that spells out terms, requirements, and restrictions of the Development and memorializes the conditions of approval of the Master Planned Development.

Analysis

The proposed subdivision plat creates 28 townhome lots of record for 28 Park Homes (attached units) constructed with zero side setbacks (Lots T1-T28) and 4 Cottage home lots (Lots 101-104), consistent with the Park City Heights MPD and Design Guidelines. Setbacks for Cottage homes are identified on the plat as 15' front (10' for porches/ground level bay windows), 20' rear, and 5' side, with 10' for corner sides. The Park Homes will be platted as condominiums to allow the common walls, if necessary to meet building and fire codes.

The townhome lots range in area from 1,898 sf to 4,779 sf for Lot T16, a corner lot with 3 front yard setbacks. The cottage lots range in area from 4,431 sf to 6,051 sf. These lots are consistent with the Lot and Site Requirements of the Community Transition (CT) zone as conditioned by the Park City Heights MPD. No non-conforming conditions are created by the subdivision.

The plat also creates Parcels A- I, for future residential lots (Parcels A and D); open space, access and utility parcels (B, C and E); an HOA club house (parcel F); a public City Park (parcel G); and future support commercial uses (parcels H and I).

Access to the development is from Richardson Flat Road, a public road, with access to individual lots and parcels from local streets within the subdivision. Transportation improvements to the intersection of Richardson Flat Road and SH 248 are required as spelled out in the Park City Heights Annexation Agreement and MPD conditions of approval.

All streets and drives within the subdivision plat are public streets, with final dedication to the City required upon completion and acceptance of the improvements. The City will commence maintenance and snow removal once 50% of the units for this phase are complete with certificates of occupancy.

An existing 50’ wide power line easement for PacifiCorp traverses parcels G and D. An additional 10’ is being dedicated with this plat for a total width of 60’ as requested by PacifiCorp to meet future anticipated utility easement needs. Street trees will be placed 30’ on center along the main access road.

<u>Land Management Code review</u>
The zoning for the subdivision is Community Transition (CT). The subdivision plat is subject to the following LMC criteria and Park City Heights MPD conditions:

ROS Zone	**Permitted**	**Proposed**
Height	28’ (+5’ for pitched roof)	28’ (+5’ for pitched roof). **Complies**
Unit Equivalents	28 deed restricted units, 4 market rate or deed restricted units= 32 units this phase.	28 townhouse deed restricted units plus 4 cottage units = 32 units. **Complies**
Lot Size	No minimum lot size	Lots range in area from 1,898 sf to 4,779 sf for the townhome lots and 4,431 sf to 6,051 sf for the cottage lots. **Complies**
Front setback	25’ perimeter of MPD and per MPD site plan for internal lot lines.	Park homes- 10’ Cottage homes- 15’ (10’ to porches/bay windows) **Complies**
Rear setback	Per MPD	Park homes- 15’ Cottage homes- 20’ **Complies**
Side setbacks	Per MPD	Park homes- 0’ between units within structure, 5’ to side open space, 10’ for street side yards, with a min of 12’ total between structures containing multiple townhouses. Cottage homes- 5’ side yards and 10’ street side yards. **Complies**

Parking	2 spaces per dwelling unit	2 spaces per dwelling unit **Complies**

General Subdivision Requirements

- **(A) Subdivision Name-** The proposed subdivision name does not duplicate or closely approximate the name of another Subdivision in the area. The streets have unique names.
- **(B) Monuments-** All survey monumentation as required by the LMC has been completed.
- **(C) Limits of Disturbance-** A landscape and limits of disturbance plan for construction of the streets and utilities was submitted with the plat to identify the limits of disturbance for construction of streets and utilities, with conditions related to re-vegetation of disturbed areas per the Park City Heights MPD for this phase.
- **(D) Ridgeline Development-** Not applicable as there are no ridgelines within the development portion of this phase of the Park City Heights MPD.
- **(E) Open Space-** Open space parcels are designated consistent with conditions of the Park City Heights MPD.
- **(F) Roads and Utility Lines-** All roads are designated as public streets. Easements are provided for public utilities. A utility plan was submitted with this plat application. Final approval of the utility plan is subject to approval of this plat and per final review by the City Engineer and other utility providers. Off-site utility improvements may require additional off-site easements that will need to be dedicated prior to commencing any construction on said utilities. All utilities will be designed to minimize disturbance of existing vegetation. Re-vegetation and/or remediation of disturbed areas are conditions of final utility installation acceptance.
- **(G) Drainage Ways-** Existing drainage areas and ways will be incorporated into the storm water management system and open space parcels to the greatest extent possible, per the Park City Heights storm water management plan. Final design of the storm water management system is subject to approval by the City Engineer.
- **(H) Soils Conditions-** As required by the Park City Heights MPD, and due to the potential for areas of expansive soils within this subdivision, a soils conditions report shall be submitted prior to issuance of any building permits for structures, utilities, and roads, and shall be reviewed by the City Engineer and Building Official prior to issuance of an excavation permit for any construction.
- **(I) Trails and Sidewalks-** Trails and sidewalks are consistent with the Park City Heights MPD. Sidewalks are proposed within public right of way areas. Trails are proposed within 10’ wide trail easements across parcels. Because Parcel G is to be dedicated to the City, trails need not be within easements across Parcel G. Trails proposed outside of this proposed plat that are within City owned property can be constructed without easements. Off-site trails crossing other property shall be placed in easements prior to construction. The exact location of trails within Parcel G will be provided with the City Park design plans.
- **(J) Limits of Disturbance/Building Pad locations-** No building pads are proposed

to be platted with this phase of the MPD. The location of houses for this phase is stipulated by adherence to minimum building setbacks, as identified on the plat. A limits of disturbance plan was submitted with the landscape plan for this phase of development. The limits of disturbance plan identifies areas proposed to be disturbed and re-vegetated due to construction of roads, sidewalks, and utilities. The plan does not indicate the area to be disturbed for construction of the houses due to the size of the lots. The plan also does not indicate the area to be disturbed during construction of the City Park. This area will be determined upon completion of the design plan and layout for the park.

(K) Top Soil Preservation and Final Grading- Staff recommends a condition of approval that all applicable requirements of the LMC regarding top soil preservation and final grading be completed prior to issuance of a certificate of occupancy. No portion of this phase is within the Park City Soils Ordinance boundary; however, areas of disturbance due to off-site utility improvements that do fall within the Park City Soils Ordinance boundary are required to adhere to all requirements of the Ordinance.

(L) Architectural Standards- Architecture is reviewed for compliance with the Park City Heights Design Guidelines as approved during the MPD review.

(M) Water Bodies and Water Courses- There are no bodies of water that are Incorporated into the lots so as to not burden the City with responsibility of the water body. The HOA is responsible for maintenance of open space and drainage areas that are not part of individual lots, including natural drainage areas. Retention areas that are part of the storm water management plan may have standing water at times. Maintenance of these areas is the responsibility of the HOA.

(N) Fire Sprinkling- There is a plat note requiring all construction to comply with the International Building Code requirements for fire sprinklers.

<u>General Lot Design Requirements</u>

Staff has reviewed the proposed plat for compliance with the General Lot Design Requirements per LMC 15-7.3-3 as follows:

(A) Lot Arrangement- there are no foreseeable difficulties, for reasons of topography or other conditions, in securing building permits to build on these lots in compliance with the IBC, the LMC, and in providing reasonable Driveway access.
(B) Building Sites- the proposed building sites are designed to minimize disturbance of existing vegetation and there has been consideration of minimum separation between structures of 12'.
(C) Square footage- maximum building size and floor area was not identified during the MPD for the lots in this phase of development due to the small size of the lots.
(D) Lot Dimensions- proposed lot dimensions take into consideration additional width for corner lots, depth and width of lots for non-residential purposes, and areas for parking.
(E) Double Frontage Lots and access to Lots- Lots fronting on two streets is generally to be avoided, however in designing the MPD site plan, the concept of rear access garages from local drives, with front door access from the local or collector streets was approved. The MPD does not allow some lots of this subdivision to have

garages in the front and others in the rear. As a result, there is a continuity of urban design and character. All lots in this plat have garage access in the rear, from local drives not from the local streets.
(F) Lot Drainage- Lots are laid out to provide positive drainage away from all Buildings. Individual lot drainage plans will be required with each building permit.
(G) Landscaping- Prior to issuance of a building permit for each lot a landscape plan is required to be submitted and reviewed by the Staff for compliance with the LMC and conditions of the MPD.
(H) Limits of Disturbance/Vegetation protection- Prior to issuance of a building permit for each lot a limits of disturbance and vegetation protection plan is required to be submitted and reviewed by the Staff for compliance with the LMC and conditions of the MPD.
(I) Re-vegetation, seed, and sod- All disturbed areas will be re-vegetated, seeded, and/or sodded prior to issuance of a certificate of occupancy per the LMC and a financial guarantee for the completion of this re-vegetation is required to be paid or posted prior to issuance of the permit.
(J) Debris and Waste- Debris and waste are required to be removed per the LMC prior to issuance of a certificate of occupancy. This is a condition of building permitting. The Park City Heights MPD requires consolidation and recycling of construction waste and debris to be identified on the Construction Mitigation Plan prior to issuance of a building permit.
(K) Fencing- Fencing of hazardous conditions may be required by the Chief Building Official. Fences will be constructed according to standards of the LMC and conditions of approval of the Park City Heights MPD.

<u>Road Requirements and Design</u>
Staff has reviewed the proposed plat for compliance with the Road Requirements and Design per LMC 15-7.3-4 as follows:

(A) Layout requirements- Street layout for this phase complies with general layout requirements, including frontage on improved streets, relation to existing topography, block design, access to arterials and collectors, and dead-end roads.
(B) Road Names- Road names are identified and are sufficiently different in sound and spelling from other names in Summit County with final confirmation of street names to be provided by the local postmaster prior to plat recordation.
(C) Road Regulatory Signs- All required road and street signs will need to be approved by the City Engineer and Public Works prior to installation.
(D) Street Lighting- Installation of street lights is required of the Developer in accordance with the LMC and shall be approved by the City Engineer prior to installation.
(E) Reserve or Protection strip- No reserve or protection strips are proposed.
(F) Road Design Standards- The roads are in compliance with the street design and layout approved by the Planning Commission during approval of the Park City Heights MPD and consistent with the LMC.
(G) Intersection Design Standards- The streets are laid out in compliance with the intersection standards of the LMC.
(H) Bridges- No bridges are proposed.

(I) Road Dedications and Reservations- No new perimeter half-streets are proposed. No new frontage roads are proposed with this phase. No new dedication for widening existing roadways is required. There is sufficient right-of-way width for Richardson Flats Road to expand for future phases as necessary to mitigate traffic concerns. The Park City Heights Annexation Agreement and the MPD conditions of approval outline required transportation improvements and timing of said improvements.

Staff finds this subdivision plat complies with the Land Management Code regarding final subdivision plats, including CT zoning requirements, general subdivision requirements, and lot and street design standards and requirements. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc. ; 5) public uses, such as parks and playgrounds; and 6) preservation of natural amenities and features have been addressed through the Master Planned Development process as required by the Land Management Code. Sanitary sewer facilities are required to be installed in a manner prescribed by the Snyderville Basin Water Reclamation District (SBWRD). The applicants have met with the SBWRD officials to review the plat and utility plans for compliance with these requirements. Final approval of the sewer facilities and a signature on the plat from SBWRD is required prior to final plat recordation.

Good Cause

There is good cause for this subdivision in that it creates legal lots and parcels of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utilities; provides a parcel to be dedicated as a public park; provides for open space areas within and around the subdivision; dedicates trail easements and public streets; provides for future support commercial parcels; and provides for future development parcels for affordable housing and market rate units consistent with the approved the Park City Heights Annexation Agreement and Master Planned Development.

Department Review

This application has been reviewed by the Development Review Committee, including other City Departments and utility and service providers. After an initial review the applicants submitted a revised plat and utility plans for a second review by the Committee. Comments received at the second review were incorporated into a further revised plat submitted to the City on October 17. All identified concerns have been addressed by revisions and notes on the plat and with conditions of approval as stated in the attached ordinance. Further review of the utility plans is required prior to final approval of the utility and drainage plans by the City Engineer and prior to issuance of any building permits.

Notice

The property was posted and notice was mailed to property owners within 300 feet according to requirements of the Land Management Code. Legal notice was published in the Park Record according to requirements of the Code.

Public Input
Staff has not received specific input from adjacent property owners regarding this plat application. Staff received an email from an adjacent property owner with questions regarding the MPD, phasing, and ownership.

Future Process
Approval or denial of this subdivision application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Alternatives
- The City Council may approve the Park City Heights Phase 1 subdivision plat as conditioned or amended, or
- The City Council may deny the Park City Heights Phase 1 subdivision plat and direct staff to make Findings for this decision, or
- The City Council may continue discussion on the Park City Heights Phase 1 subdivision plat to a date certain with specific direction to the applicant to return with any additional information necessary to make a final decision.

Significant Impacts
There are no significant negative fiscal or environmental impacts that result from this application that have not been sufficiently mitigated with plat notes, conditions of approvals, and adherence to the approved MPD.

Consequences of not taking the Suggested Recommendation
The property would remain as individual metes and bounds parcels. Separate lots of record would not be created for the approved Park City Heights MPD. Building permits could not be issued for the dwelling units.

Recommendation
Staff recommends the City Council conduct a public hearing for the Park City Heights Phase 1 Subdivision plat, conduct a public hearing, and consider approving the subdivision plat pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance.

Exhibits
Ordinance
Exhibit A- Proposed subdivision plat (2 pages)

Ordinance No. 11-

AN ORDINANCE APPROVING THE PARK CITY HEIGHTS PHASE 1 SUBDIVISION LOCATED AT RICHARDSON FLAT ROAD, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Park City Heights Master Planned Development (MPD) located north of Richardson Flat Road, east of State Road 248 and west of US 40, have petitioned the City Council for approval of the Park City Heights Phase 1 subdivision; and

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

WHEREAS, proper legal notice was sent to all affected property owners according to the Land Management Code of Park City; and

WHEREAS, the Planning Commission held a public hearing on October 26, 2011, to receive input on the subdivision; and

WHEREAS, the Planning Commission, on October 26, 2011, forwarded a positive recommendation to the City Council; and

WHEREAS, on November 17, 2011, the City Council held a public hearing on the Park City Heights Phase 1 subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Park City Heights Phase 1 subdivision.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Park City Heights Phase 1 subdivision, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located on Richardson Flat Road east of SR 248 and west of US Highway 40.
2. The property was annexed into Park City with the Park City Heights Annexation on May 27, 2010, and is zoned Community Transition (CT).
3. On May 11, 2011, the Park City Planning Commission approved the Park City Heights MPD for a mixed residential development consisting of 160 market rate units and 79 affordable units on 239 acres.
4. On June 22, 2011, the Planning Commission reviewed and approved a preliminary subdivision plat as being consistent with the Park City Heights MPD. The proposed plat is consistent with the preliminary subdivision plat.

5. Park City Municipal Corporation and Boyer Park City Junction are joint owners of the property. The property was not purchased with open space revenues,
6. The property is restricted by the Land Managment Code, the Park City Heights Annexation Agreement, and the Park City Heights Master Planned Development conditions of approval and Development Agreement, and other applicable codes and regulations.
7. The lots are not within the Entry Corridor Protection Overlay zone (ECPO) and no portion of this plat is within the Park City Soils Ordinance boundary. .
8. The proposed subdivision plat creates lots of record for 28 townhouse units to be constructed for IHC as fulfillment of the required affordable housing for the Park City Medical Center. The subdivision plat also includes four (4) cottage home lots of record, a City Park parcel, HOA clubhouse parcel, open space parcels, support commercial parcels, dedication of first phase streets, utility easements, trail easements, and a parcel for a future multi-unit affordable housing building.
9. The townhome lots range in area from 1,898 sf to 4,779 sf for Lot T16, a corner lot with 3 front yard setbacks. The cottage lots range in area from 4,431 sf to 6,051 sf. These lots are consistent with the Lot and Site Requirements of the Community Transition (CT) zone as conditioned by the Park City Heights MPD.
10. No non-conforming conditions are created by the subdivision.
11. An existing 50’ wide power line easement for PacifiCorp traverses parcels G and D. An additional 10’ is being dedicated with this plat for a total width of 60’ as requested by PacifiCorp to meet future anticipated utility easement needs.
12. The property is accessed from Richardson Flat Road, a public county road.
13. Access to all lots and parcels within the proposed subdivision is from local public drives and streets. No lots or parcels access directly to Richardson Flat Road. All streets and drives are public.
14. The subdivision complies with the Land Management Code regarding final subdivision plats, including CT zoning requirements, general subdivision requirements, and lot and street design standards and requirements.
15. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; 5) public uses, such as parks and playgrounds; and 6) preservation of natural amenities and features have been addressed through the Master Planned Development process as required by the Land Management Code.
16. Sanitary sewer facilities are required to be installed in a manner prescribed by the Snyderville Basin Water Reclamation District (SBWRD).
17. There is good cause for this subdivision plat in that it creates legal lots and parcels of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utilities; provides a parcel to be dedicated as a public park; provides for open space areas within and around the subdivision; dedicates trail easements and public streets; provides for future support commercial parcels; and provides for future development parcels for affordable housing and market rate units consistent with the approved the Park City Heights Annexation Agreement and Master Planned Development.
18. The findings in the Analysis section are incorporated herein.

Conclusions of Law:

1. The subdivision complies with LMC 15-7.3 as conditioned.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law regarding subdivision plats.
3. The subdivision is consistent with the Park City Heights Annexation and the Park City Heights MPD, as conditioned.
4. The subdivision is consistent with the Park City Heights preliminary plat approved by the Planning Commission on June 22, 2011.
5. Neither the public nor any person will be materially injured as a result of approval of the proposed subdivision plat, as conditioned herein.
6. Approval of the proposed subdivision plat, subject to the conditions stated herein, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. City Attorney and City Engineer review and approval of the final form and content of the subdivision plat for compliance with State law, the Land Management Code, and the conditions of approval, is a condition precedent to recordation of the plat.
2. The applicant will record the subdivision plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat amendment will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Conditions of approval of the Park City Heights Annexation, as stated in the Annexation Agreement, continue to apply.
4. Conditions of approval of the Park City Heights MPD, as memorialized in the Development Agreement, continue to apply.
5. Final approval of the sewer facilities/utility plan by the Snyderville Basin Water Reclamation District is required prior to final plat recordation.
6. All streets and drives, but not driveways on individual lots and parcels, within the subdivision plat shall be dedicated as public streets. Final acceptance of these streets by the City shall occur upon completion and acceptance of the public improvements. The City will commence maintenance and snow removal from public streets once 50% of the units within this phase are complete and certificates of occupancy have been issued.
7. The City Park parcel shall be dedicated to the City upon recordation of the plat.
8. All construction, including streets, utilities, and structures shall comply with recommendations of the June 9, 2006 Geotechnical Study provided by Gordon, Spilker Huber Geotechnical Consultants, Inc. Additional soils studies and geotechnical reports may be required by the City Engineer and Chief Building Official prior to issuance of any building permits for structures, utilities, and roads. The report shall be reviewed by the City Engineer and Chief Building Official and any recommendations for utilization of special construction techniques to mitigate soils issues, such as expansive clays, shall be incorporated into conditions of the building permit and ROW Permit approval.
9. A landscape and irrigation plan shall be submitted for City review and approval for each lot, prior to building permit issuance. Landscaping and irrigation shall be

consistent with the Park City Heights Design Guidelines and the MPD conditions of approval.

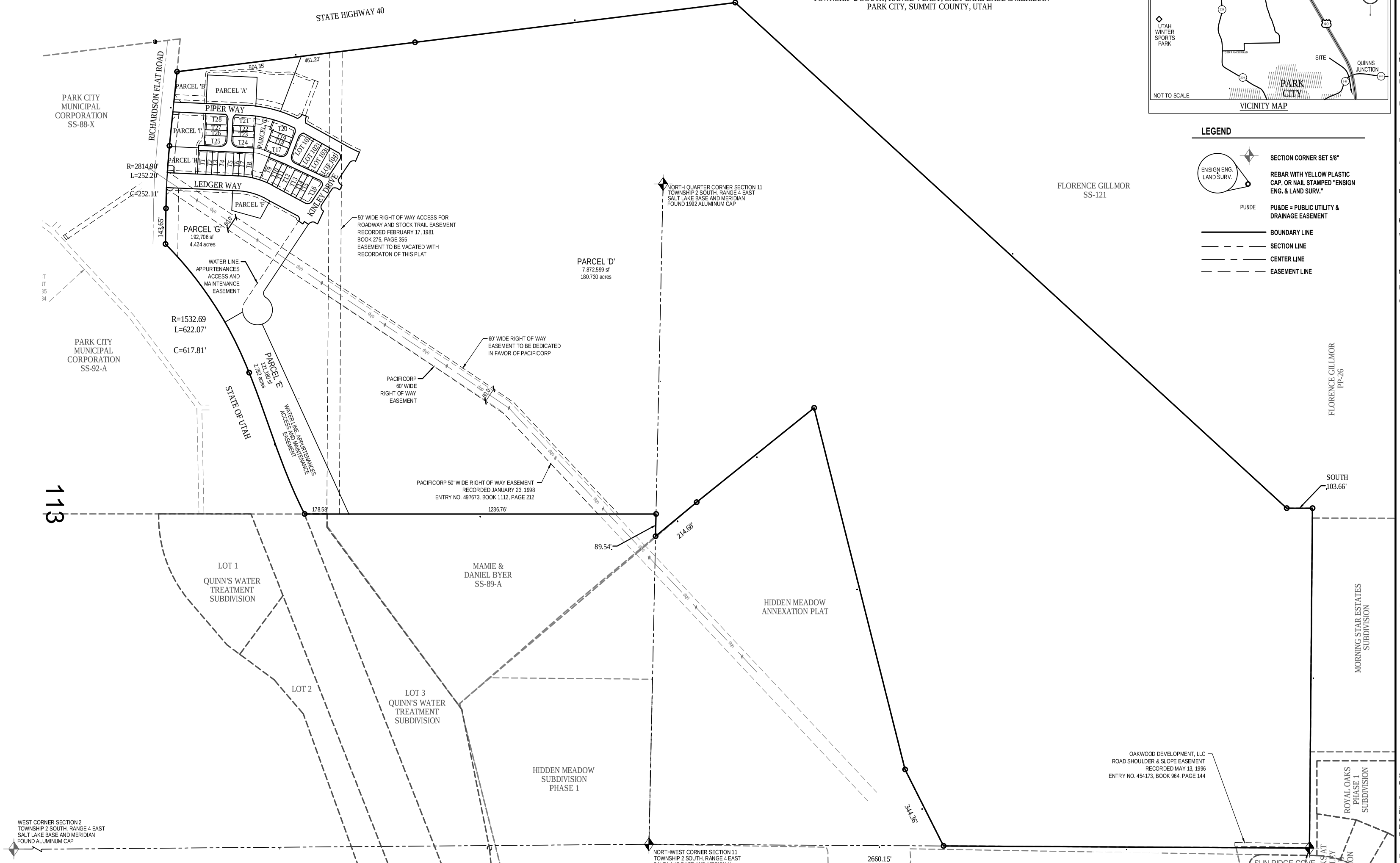
10. All applicable requirements of the LMC regarding top soil preservation, final grading, and landscaping shall be completed prior to issuance of a certificate of occupancy.
11. A storm water run-off and drainage plan shall be submitted with each phase of the project and with the building plans consistent with the MPD conditions of approval and shall be approved prior to building permit issuance.
12. Prior to issuance of a building permit for any units within this plat, all building plans shall be reviewed for compliance with the Park City Heights Design Guidelines.
13. Confirmation of street names shall be provided by the City Engineer prior to plat recordation.
14. An industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to issuance of a building permit to provide third party inspection for compliance with LEED for Homes Silver rating, as stated in the Annexation Agreement, MPD conditions of approval and as noted on the plat.
15. A construction mitigation plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, LMC, and the MPD conditions of approval prior to building permit issuance.
16. A construction recycling area and excavation materials storage area within the development shall be utilized for this phase as required by the MPD conditions of approval.
17. A financial guarantee, in a form and amount acceptable to the City and in conformance with the conditions of approvals, amounting to 125% of the value of all required public improvements, including those public improvements identified in Condition #30 of the Master Planned Development (i.e. construction of the public park, trails within the first phase, trail connections to the Rail Trail on both the north and south sides of Richardson Flat road, as described in the MPD findings of fact, and other neighborhood amenities associated with the first phase), shall be provided to the City prior to building permit issuance for new construction within each phase. All public improvements shall be completed according to City standards prior to release of this guarantee. The twenty-five percent shall be held by the City through the warranty period and until such improvements are accepted by the City.
18. All standard project conditions shall apply.
19. Required street trees will be placed 30’ on center along the main access road.

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

PASSED AND ADOPTED this 17th day of November, 2011.

PARK CITY HEIGHTS PHASE 1 SUBDIVISION

LOCATED IN PORTIONS OF SECTION 11,
AND THE SOUTH HALF OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



ROCKY MOUNTAIN POWER UTILITY NOTE:
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

HORIZONTAL GRAPHIC SCALE

200 0 100 200 400

(IN FEET)
HORZ: 1 inch = 200 ft.

NORTH

SURVEYOR'S CERTIFICATE

I, KAREN F. WHITE do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 191326 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as PARK CITY HEIGHTS PHASE 1 SUBDIVISION, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a Park City Boundary Aluminum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running

Line of the Hidden Meadows Subdivision Annexation Plat recorded as Entry No. 425892 in the Office of the Summit County Recorder;

the North Section Line of said Section 11;

abandoned Union Pacific Railroad Property;

Union Pacific Railroad Property to the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);

Flat Road (UDOT FAP 93-B);

Westerly Right-of-Way Line of State Highway 40;

thence South 103.66 feet to the projection of the Northerly Boundary Line of the Morning Star Estates Subdivision recorded as Entry No. 376621 in the Office of the Summit County Recorder;

projections thereof to the point of beginning.

Contains 8,518,648 Square Feet or 195.561 Acres

Date

KAREN F. WHITE
P.L.S. 191326

OWNER'S DEDICATION

Known all men by these presents that I / we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

PARK CITY HEIGHTS PHASE 1 SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.
In witness whereof I / we have hereunto set our hand (s) this ________day of__________________________A.D., 20_______.

____.
By:
Its:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH }S.S.
County of Salt Lake

On the ________ day of ______________________________ A.D., 20___________,
, personally appeared before me, the undersigned Notary Public, in and for said County of ____________________________ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the____,
of ____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES:____,

______________________________________ RESIDING IN____________________________ COUNTY.
NOTARY PUBLIC

PARK CITY HEIGHTS PHASE 1 SUBDIVISION

LOCATED IN PORTIONS OF SECTION 11,
AND THE SOUTH HALF OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

ENSIGN

SALT LAKE CITY
45 West 10000 South
Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNUTAH.COM

LAYTON
Phone: 801.547.1100

TOOELE
Phone:435.843.3590

CEDAR CITY
Phone:435.865.1453

SHEET 1 OF 2

PROJECT NUMBER : 4976
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 10/17/11

DEVELOPER
BOYER PARK CITY HEIGHTS, LC
90 SOUTH 400 WEST SUITE 200
SALT LAKE CITY, UTAH 84101
(801) 521-4781

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT THIS ______ DAY OF ____________________, 20_______.

BY:

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ________ DAY OF ____________________, 20________A.D.

CHAIRMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ________ DAY OF ____________________, 20________A.D.

PARK CITY ENGINEER

APPROVAL AS FORM

APPROVED AS TO FORM THIS ________ DAY OF ____________________, 20________.

PARK CITY ATTORNEY

CERIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ______ DAY OF ____________________, 20________A.D.

PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ______ DAY OF ________________ 20______, A.D.

PARK CITY MAYOR

RECORDED #

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF :

DATE: ________ TIME: ________ BOOK: ________ PAGE: ________

FEES

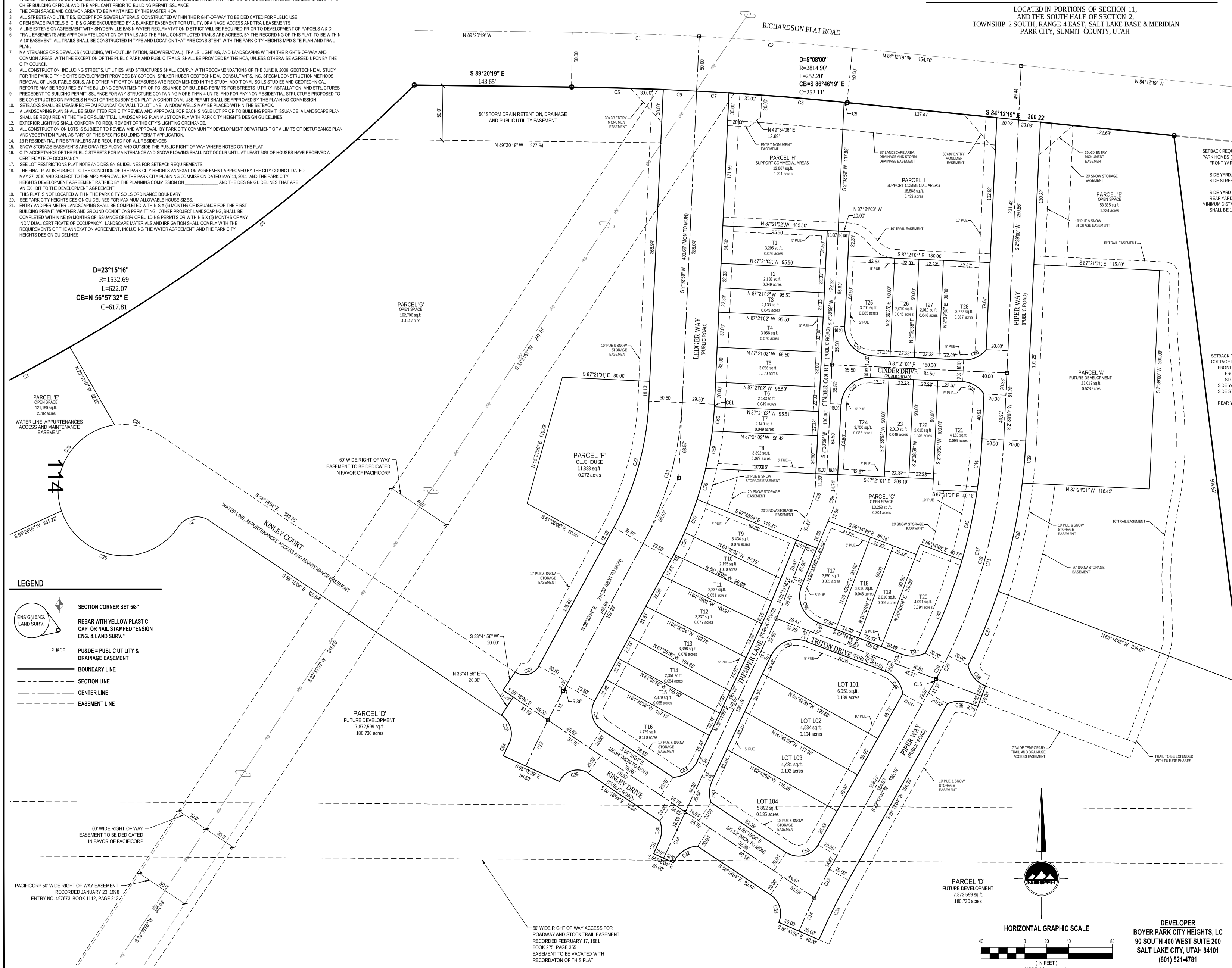
SUMMIT COUNTY RECORDER

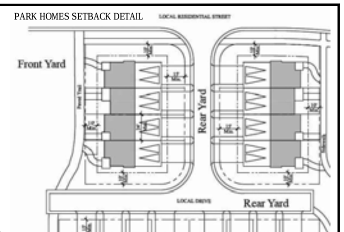
PARK CITY HEIGHTS PHASE 1 SUBDIVISION

LOCATED IN PORTIONS OF SECTION 11,
AND THE SOUTH HALF OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

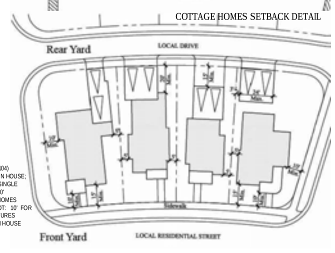
PLAT NOTES:

1. ALL UNITS (INCLUDING ALL DEED RESTRICTED UNITS) SHALL BE CONSTRUCTION TO LEED FOR HOMES SILVER RATING, AS STATED IN THE PARK CITY HEIGHTS ANNEXATION AGREEMENT, WITH EACH UNIT ALSO ACHIEVING A MINIMUM COMBINED 10 POINTS FOR WATER EFFICIENCY/CONSERVATION. THIRD PARTY INSPECTION WILL BE PROVIDED TO CONFIRM COMPLIANCE WITH STANDARDS. AN INDUSTRY STANDARD THIRD PARTY INSPECTOR SHALL BE MUTUALLY AGREED UPON BY THE CHIEF BUILDING OFFICIAL AND THE APPLICANT PRIOR TO BUILDING PERMIT ISSUANCE.
2. THE OPEN SPACE AND COMMON AREA TO BE MAINTAINED BY THE MASTER HOA.
3. ALL STREETS AND UTILITIES, EXCEPT FOR SEWER LATERALS, CONSTRUCTED WITHIN THE RIGHT-OF-WAY TO BE DEDICATED FOR PUBLIC USE.
4. OPEN SPACE PARCELS B, C, E & G ARE ENCUMBERED BY A BLANKET EASEMENT FOR UTILITY, DRAINAGE, ACCESS AND TRAIL EASEMENTS.
5. A LINE EXTENSION AGREEMENT WITH SNYDERVILLE BASIN WATER RECLAMATATION DISTRICT WILL BE REQUIRED PRIOR TO DEVELOPMENT OF PARCELS A & D.
6. TRAIL EASEMENTS ARE APPROXIMATE LOCATION OF TRAILS AND THE FINAL CONSTRUCTED TRAILS ARE AGREED, BY THE RECORDING OF THIS PLAT, TO BE WITHIN A 10' EASEMENT. ALL TRAILS SHALL BE CONSTRUCTED IN TYPE AND LOCATION THAT ARE CONSISTENT WITH THE PARK CITY HEIGHTS MPD SITE PLAN AND TRAIL PLAN.
7. MAINTENANCE OF SIDEWALKS (INCLUDING, WITHOUT LIMITATION, SNOW REMOVAL), TRAILS, LIGHTING, AND LANDSCAPING WITHIN THE RIGHTS-OF-WAY AND COMMON AREAS, WITH THE EXCEPTION OF THE PUBLIC PARK AND PUBLIC TRAILS, SHALL BE PROVIDED BY THE HOA, UNLESS OTHERWISE AGREED UPON BY THE CITY COUNCIL.
8. ALL CONSTRUCTION, INCLUDING STREETS, UTILITIES, AND STRUCTURES SHALL COMPLY WITH RECOMMENDATIONS OF THE JUNE 9, 2006, GEOTECHNICAL STUDY FOR THE PARK CITY HEIGHTS DEVELOPMENT PROVIDED BY GORDON, SPILKER HUBER GEOTECHNICAL CONSULTANTS, INC. SPECIAL CONSTRUCTION METHODS, REMOVAL OF UNSUITABLE SOILS, AND OTHER MITIGATION MEASURES ARE RECOMMENDED IN THE STUDY. ADDITIONAL SOILS STUDIES AND GEOTECHNICAL REPORTS MAY BE REQUIRED BY THE BUILDING DEPARTMENT PRIOR TO ISSUANCE OF BUILDING PERMITS FOR STREETS, UTILITY INSTALLATION, AND STRUCTURES.
9. PRECEDENT TO BUILDING PERMIT ISSUANCE FOR ANY STRUCTURE CONTAINING MORE THAN 4 UNITS, AND FOR ANY NON-RESIDENTIAL STRUCTURE PROPOSED TO BE CONSTRUCTED ON PARCELS H AND I OF THE SUBDIVISION PLAT, A CONDITIONAL USE PERMIT SHALL BE APPROVED BY THE PLANNING COMMISSION.
10. SETBACKS SHALL BE MEASURED FROM FOUNDATION WALL TO LOT LINE. WINDOW WELLS MAY BE PLACED WITHIN THE SETBACK.
11. A LANDSCAPING PLAN SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL FOR EACH SINGLE LOT PRIOR TO BUILDING PERMIT ISSUANCE. A LANDSCAPE PLAN SHALL BE REQUIRED AT THE TIME OF SUBMITTAL. LANDSCAPING PLAN MUST COMPLY WITH PARK CITY HEIGHTS DESIGN GUIDELINES.
12. EXTERIOR LIGHTING SHALL CONFORM TO REQUIREMENT OF THE CITY'S LIGHTING ORDINANCE.
13. ALL CONSTRUCTION ON LOTS IS SUBJECT TO REVIEW AND APPROVAL, BY PARK CITY COMMUNITY DEVELOPMENT DEPARTMENT OF A LIMITS OF DISTURBANCE PLAN AND VEGETATION PLAN, AS PART OF THE SPECIFIC BUILDING PERMIT APPLICATION.
14. 13-R RESIDENTIAL FIRE SPRINKLERS ARE REQUIRED FOR ALL RESIDENCES.
15. SNOW STORAGE EASEMENTS ARE GRANTED ALONG AND OUTSIDE THE PUBLIC RIGHT-OF-WAY WHERE NOTED ON THE PLAT.
16. CITY ACCEPTANCE OF THE PUBLIC STREETS FOR MAINTENANCE AND SNOW PLOWING SHALL NOT OCCUR UNTIL AT LEAST 50% OF HOUSES HAVE RECEIVED A CERTIFICATE OF OCCUPANCY.
17. SEE LOT RESTRICTIONS PLAT NOTE AND DESIGN GUIDELINES FOR SETBACK REQUIREMENTS.
18. THE FINAL PLAT IS SUBJECT TO THE CONDITION OF THE PARK CITY HEIGHTS ANNEXATION AGREEMENT APPROVED BY THE CITY COUNCIL DATED MAY 27, 2010 AND SUBJECT TO THE MPD APPROVAL BY THE PARK CITY PLANNING COMMISSION DATED MAY 11, 2011, AND THE PARK CITY HEIGHTS DEVELOPMENT AGREEMENT RATIFIED BY THE PLANNING COMMISSION ON ______________ AND THE DESIGN GUIDELINES THAT ARE AN EXHIBIT TO THE DEVELOPMENT AGREEMENT.
19. THIS PLAT IS NOT LOCATED WITHIN THE PARK CITY SOILS ORDINANCE BOUNDARY.
20. SEE PARK CITY HEIGHTS DESIGN GUIDELINES FOR MAXIMUM ALLOWABLE HOUSE SIZES.
21. ENTRY AND PERIMETER LANDSCAPING SHALL BE COMPLETED WITHIN SIX (6) MONTHS OF ISSUANCE FOR THE FIRST BUILDING PERMIT, WEATHER AND GROUND CONDITIONS PERMITTING. OTHER PROJECT LANDSCAPING, SHALL BE COMPLETED WITH NINE (9) MONTHS OF ISSUANCE OF 50% OF BUILDING PERMITS OR WITHIN SIX (6) MONTHS OF ANY INDIVIDUAL CERTIFICATE OF OCCUPANCY. LANDSCAPE MATERIALS AND IRRIGATION SHALL COMPLY WITH THE REQUIREMENTS OF THE ANNEXATION AGREEMENT, INCLUDING THE WATER AGREEMENT, AND THE PARK CITY HEIGHTS DESIGN GUIDELINES.





SETBACK REQUIREMENTS:
PARK HOMES (T LOTS 1-28)
FRONT YARD: 10' TO MAIN STRUCTURE OR FRONT PORCHES
SIDE YARD: 0'
SIDE STREET (CORNER LOT): 10' TO ALL STRUCTURES
SIDE YARD ADJACENT TO OPEN SPACE: 5'
REAR YARD: 15' TO MAIN STRUCTURE
MINIMUM DISTANCE BETWEEN STRUCTURES SHALL BE 12'.



SETBACK REQUIREMENTS :
COTTAGE HOMES (LOTS 101-104)
FRONT YARD: 15' TO MAIN HOUSE; FRONT PORCHES OR SINGLE STORY BAYS WITHIN 10'
SIDE YARD: 5' FOR ALL HOMES
SIDE STREET (CORNER LOT: 10' FOR ALL STRUCTURES
REAR YARD: 20' TO MAIN HOUSE

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	2864.90'	116.12'	2°19'20"	N88°10'39"W	116.11'
C2	2864.90'	140.56'	2°48'40"	N85°36'39"W	140.54'
C3	1532.69'	225.72'	8°26'17"	N64°22'01"E	225.52'
C4	1532.69'	396.34'	14°48'59"	N52°44'23"E	395.24'
C5	2814.90'	83.88'	1°42'27"	N88°29'06"W	83.88'
C6	2814.90'	30.50'	0°37'15"	N87°19'15"W	30.50'
C7	2814.90'	29.50'	0°36'02"	N86°42'36"W	29.50'
C8	2814.90'	105.57'	2°08'56"	N85°20'08"W	105.57'
C9	2814.90'	2.74'	0°03'21"	N84°13'59"W	2.74'
C10	300.00'	134.82'	25°44'54"	N15°31'26"E	133.69'
C11	1200.00'	30.26'	1°26'42"	S27°40'33"W	30.26'
C12	1200.00'	46.55'	2°13'21"	S25°50'32"W	46.54'
C13	740.00'	28.65'	2°13'07"	S25°20'29"W	28.65'
C14	600.00'	33.57'	3°12'22"	S24°52'45"W	33.57'
C15	600.00'	29.35'	2°48'08"	S27°53'00"W	29.34'
C16	500.00'	3.29'	0°22'36"	N29°05'47"E	3.29'
C17	500.00'	229.15'	26°15'29"	N15°46'44"E	227.15'
C18	500.00'	229.15'	26°15'29"	N15°46'44"E	227.15'
C19	500.00'	229.15'	26°15'29"	N15°46'44"E	227.15'
C20	500.00'	24.07'	2°45'28"	N27°31'45"E	24.06'
C21	500.00'	205.08'	23°30'01"	N14°24'00"E	203.64'
C22	269.50'	121.11'	25°44'54"	N15°31'26"E	120.09'
C23	15.00'	24.95'	95°18'02"	N76°02'55"E	22.17'
C24	60.00'	43.61'	41°38'48"	N77°07'28"W	42.66'
C25	60.00'	105.26'	100°31'05"	S31°47'35"W	92.27'
C26	60.00'	133.50'	127°28'46"	S82°12'20"E	107.62'
C27	20.50'	32.07'	89°38'39"	S78°52'36"W	28.90'
C28	20.50'	29.20'	81°36'22"	N15°29'53"W	26.79'
C29	18.04'	31.11'	98°49'13"	S74°16'23"W	27.39'
C30	25.50'	19.99'	44°54'47"	N2°38'57"E	19.48'
C31	750.00'	11.44'	0°52'25"	S24°40'08"W	11.44'
C32	25.50'	28.03'	62°58'23"	S55°43'07"W	26.64'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C33	20.50'	28.47'	79°34'38"	N16°30'45"W	26.24'
C34	580.00'	60.82'	6°00'30"	S26°16'49"W	60.80'
C35	25.50'	20.02'	44°58'32"	S88°15'58"W	19.51'
C36	25.50'	25.85'	58°04'30"	S40°12'31"E	24.75'
C37	520.00'	73.07'	8°03'02"	N22°07'29"E	73.01'
C38	520.00'	101.43'	11°10'32"	N12°30'42"E	101.27'
C39	520.00'	38.79'	4°16'26"	N4°47'13"E	38.78'
C40	25.52'	23.31'	52°20'41"	N65°19'26"E	22.51'
C41	25.50'	40.06'	90°00'00"	S42°21'01"E	36.06'
C42	25.50'	40.06'	90°00'00"	S47°38'59"W	36.06'
C43	25.52'	23.31'	52°20'48"	N60°01'27"W	22.51'
C44	480.00'	39.80'	4°45'02"	N5°01'31"E	39.79'
C45	480.00'	72.74'	8°40'59"	N11°44'31"E	72.67'
C46	480.00'	91.66'	10°56'29"	N21°33'15"E	91.52'
C47	25.50'	21.43'	48°09'01"	N86°40'43"E	20.80'
C48	25.50'	27.61'	62°02'13"	N38°13'40"W	26.28'
C49	25.50'	40.70'	91°26'41"	S23°31'26"E	36.51'
C50	25.50'	38.08'	85°33'17"	S67°58'34"W	34.64'
C51	20.50'	33.78'	94°24'51"	N76°29'30"E	30.09'
C52	25.50'	20.03'	45°00'22"	S2°41'45"W	19.52'
C53	25.50'	27.60'	62°00'22"	N56°12'07"E	26.27'
C54	20.00'	29.57'	84°41'58"	S13°57'05"E	26.95'
C55	329.50'	4.75'	0°49'32"	N27°59'08"E	4.75'
C56	329.50'	22.34'	3°53'03"	N25°37'50"E	22.33'
C57	329.50'	27.19'	4°43'39"	N21°19'29"E	27.18'
C58	329.50'	34.31'	5°58'01"	N15°58'39"E	34.30'
C59	329.50'	34.80'	6°03'04"	N9°58'07"E	34.78'
C60	329.50'	22.36'	3°53'15"	N4°59'57"E	22.35'
C61	329.50'	2.33'	0°24'20"	N2°51'10"E	2.33'
C64	1222.50'	12.25'	0°34'26"	S25°01'04"W	12.25'
C65	50.00'	17.06'	19°32'56"	N12°25'28"E	16.98'
C66	50.00'	17.06'	19°32'56"	N12°25'28"E	16.98'

SHEET 2 OF 2

PROJECT NUMBER : 4976
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 10/17/11

ENSIGN

SALT LAKE CITY
45 West 10000 South
Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNUTAH.COM

LAYTON
Phone: 801.547.1100

TOOELE
Phone:435.843.3590

CEDAR CITY
Phone:435.865.1453

PARK CITY HEIGHTS PHASE 1 SUBDIVISION

LOCATED IN PORTIONS OF SECTION 11,
AND THE SOUTH HALF OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

RECORDED #

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE
REQUEST OF : ____________________
DATE: __________ TIME: __________ BOOK: __________ PAGE: __________
__________ FEE$ ____________________ SUMMIT COUNTY RECORDER

City Council
Staff Report

Subject: **Park City Heights Disposition**
Author: **Phyllis McDonough Robinson, Community & Public Affairs Manager**
Department: **Sustainability**
Date: **November 17, 2011**
Type of Item: **Administrative – Disposition of Significant Property**

Summary Recommendation: Staff recommends that the City Council take public input and consider approving the attached Purchase and Sale Agreement and the transfer of unimproved land in a form approved by the City Attorney.

Topic/Description:
Joint Public/Private Development Partnership: Employee/Affordable Housing

Background:
In November 2009, City Council authorized the acquisition of a 50 percent interest as an equal tenant in common in the 200 acres owned by Boyer-Plumb Park City, LLC. Funding was provided through reprioritization of capital improvement projects. The annexation was approved in May 2010 and the MPD for 239 units including 79 affordable units was approved in June 2011. The Co-Tenancy was approved in August 2011. On October 26 the Planning Commission approved the Development Agreement and provided a positive recommendation to City Council on Phase 1 Subdivision Plat. On November 3, the City Council reviewed the proposed sale and directed the City Manager to move forward with finalizing the terms and conditions. The potential disposition of this land was noticed on Wednesday, November 2, 2011 in accordance with UCA 10-8-2.

Analysis:
The Boyer Company and City have entered into a real estate purchase contract subject to City Council approval with Ivory Development to purchase the Park City Heights project in its entirety.

Terms of Sale
- Buyer is Ivory Development, LLC.
- Total Purchase Price is $15.5 million.
- Ivory Development will build the MPD as approved by the Planning Commission.
- An initial cash payment of $5 million will be made at closing together with a promissory note for the balance to be paid in in three equal payments of $3.5 million beginning in 2013. The Note is secured by a Deed of Trust recorded against the Property as a first priority lien. Payment and performance of Buyer’s obligations under the Note and Trust Deed shall be irrevocably guaranteed by Ivory Land Corporation.
- Closing to occur as early as November 22, 2011.
- The City intends to bond for improvement costs for both on-site lot improvements plus off-site master infrastructure improvements through a Special Assessment Area. The anticipated bonding vehicle is a Special Assessment Bond for $9 million. Recourse on this type of bond is to the property and is not a general obligation of the City. However, the City’s credit rating could be affected should there be a default. The risk of default is mitigated in part by the bonds being issued in phases. The first phase is for $500,000. It is anticipated at this time that bonds will be issued in phases up to $9 million. A pro rata share of bonded improvement costs (including

interest costs) will be paid to the City from Ivory Development each time a building permit is issued for a particular lot. Each phase of the bond will be repaid by the Buyer no later than 36 months from the date the bond is issued, regardless of whether or not all building permits have been issued. Designation of the Special Assessment Area is scheduled for Council review on December 1.

- Buyer will build, market, sell and deed restrict the affordable units consistent with an affordable housing plan to be approved by the Park City Housing Authority.
- Park City will transfer its ownership interest in Parcels A & B shown on Exhibit B1 and B2 to Buyer subject to all existing easements, covenants and deed restrictions.

Additionally, as required by the MPD/Annexation, prior to closing, Boyer will deed the 24 acre parcel adjacent to SR 248 to the City as open space.

Advantages:

- **Timeliness.** Closing proposed for November 22 with an outside date of December 12. City would receive approximately $2.1 million this calendar year into the CIP Fund for the second soils repository.
- **Terms.** This is a part cash and part owner-financed offer secured by a Trust Deed and an irrevocable Guaranty from Ivory Development.
- **Bond Debt Risk Minimized.** Seller will repay outstanding debt for each bonding phase within 36 months.
- **Ease of transaction**. Sale is to one buyer and not in multiple parcels. City does not have to manage infrastructure construction. Ivory has been involved with this project since the initial Park City Heights task force. It is familiar with the project goals, sustainability requirements and design guidelines.
- **Market Solution.** The project is developed by the private sector and the City simply recovers its initial investment (does not have excess proceeds/profit to address). Policy goals including additional affordable units, design changes and proactively addressing a historically challenging project are all achieved without further risk of City funds. The City received its equivalent return up front by removing 40 market rate lots from the development. The estimated value of those lots at that time was $100,000 per lot for a total of $4,000,000. The current estimated market value is $4,400,000.
- **Affordable Housing.** City secures affordable housing units without additional staff time/cost and risk incurred in construction and/or marketing of units.
- **Reduced Commission.** Boyer reduced its commission from 4 percent as permitted under the co-tenancy to 3 percent for this transaction.

Disadvantages:

City will not receive full return of its initial investment until December 2014. However, 2014 is still way in advance of staff's initial repayment estimate based upon the assumption that the land would sell in phases and the City would receive its return incrementally through the project build-out.

Significant Impacts:

While the City may suggest alternate terms, it is important to keep in mind that the Put Option remains in place. Should the City choose not to agree with this or another offer that Boyer believes is a fair offer in today's marketplace, Boyer may choose to exercise its Put Option which would require the City to purchase Boyer's undivided interest of $5.5 million plus 5.5 percent per annum. This is in addition to the initial $5.5 million paid by the City for its co-tenancy interest. Should the City pursue this offer, it will receive $2.1 million this calendar year. This offer also removes the City from developing the City-owned units, while existing development regulations set the parameters for these units. These units will benefit from the overall efficiencies that scale development provides. It also assures that the units associated with IHC will be constructed at Park City Heights (instead of the hospital parcel), as well as product cohesion from a design perspective for the overall project that would be more difficult to achieve with multiple builders.

ALTERNATIVES

A. Council may approve the Purchase Offer and Transfer of Land. **This is Staff's recommendation.**
B. Council may suggest alternate terms or conditions to the Purchase and Sale Agreement. Such alternatives will be reviewed by the Boyer Company and Ivory Development LLC. Staff will return with their response(s).
C. Council may continue this item for more information and discussion prior. This may have the same effect as rejecting the offer due to Seller time constraints.
D. Council may direct Staff to terminate all discussions related to this purchase offer. This may trigger the Put Option outlined in the Co-Tenancy Agreement.

Department Review:
The City Attorney and City Manager reviewed this report.

Recommendation:
Staff recommends that the City Council take public input and consider approving the attached Purchase and Sale Agreement and the transfer of unimproved land in a form approved by the City Attorney.

Exhibits

A	Purchase and Sale Agreement (executed copy of Agreement anticipated prior to Thursday's meeting
B1 & 2	Property Ownership Map

PURCHASE AND SALE AGREEMENT

DATE: November ___, 2011 (the "**Execution Date**")

SELLER: BOYER PARK CITY JUNCTION, L.C., a Utah limited liability company ("**Boyer**"), as to a fifty percent (50%) undivided interest in and to the Property (as defined below), and PARK CITY MUNICIPAL CORPORATION, a municipal corporation of the State of Utah acting only as an owner of certain interests in land and not in its governmental capacity (the "**City**" and together with Boyer, "**Seller**"), as to a fifty percent (50%) undivided interest in and to the Property.

BUYER: IVORY DEVELOPMENT, LLC, a Utah limited liability company ("**Buyer**").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer (collectively, the "**Parties**" and, individually, a "**Party**") agree as follows:

1. Definitions. As used in this Purchase and Sale Agreement, the following capitalized terms shall have the meanings set forth.

"**24 Acre Tract**" means the approximately twenty-four (24) acres of land described as Parcel SS92 at Book 1835, Page 338, in the Official Records of Summit County, Utah.

"**Affordable Housing Land**" means the land depicted and labeled as such on the Site Plan on which the City Affordable Housing Units, the Project Affordable Housing Units and the Burbs Affordable Housing Units are to be located.

"**Affordable Housing Improvements**" means: (a) all Infrastructure Improvements required to be constructed only in connection with and as a result of the development of the Affordable Housing Land in accordance with the Development Agreement; and (b) all upsizing required to accommodate the Market Housing Units.

"**Affordable Housing Units**" means the affordable housing lots or units to be deed restricted and developed on the Affordable Housing Land, and consisting of the City Affordable Housing Units, the Project Affordable Housing Units and the Burbs Affordable Housing Units consistent with Resolution 17-99 of the Park City Council (without taking into account amendments after the date of this Agreement).

"**Agreement**" means this Purchase and Sale Agreement.

"**Annexation Agreement**" means that certain Annexation Agreement dated July 2, 2011 executed by the City, in its capacity as a Governmental Authority.

"**AUE**" means "Affordable Unit Equivalents", as defined in the Municipal Code of Park City.

"**Bonded Improvements**" means the Infrastructure Improvements for the Affordable Housing Improvements and part of the Market Housing Improvements in the cross-hatched area shown on the Plat attached as **Exhibit G**.

"**Bonding Agreements**" means one or more agreements executed by the City, acting in its capacity as a Governmental Authority, and Buyer, which provides for the issuance of bonds to finance the Bonded Improvements upon terms substantially similar to the terms summarized in **Exhibit G**.

"**Boyer's Undivided Interest**" means the fifty percent (50%) undivided interest in the Property currently owned by Boyer as a tenant-in-common with the City.

"**Burbs Affordable Housing Units**" means 44.78 AUEs configured as twenty-eight (28) Affordable Housing Units to be constructed on a portion of the Affordable Housing Land as depicted on the Site Plan.

"**Cash Payment**" is defined in Section 4.3.

"**City Affordable Housing Units**" means up to thirty-five (35) Affordable Housing Units to be constructed on a portion of the Affordable Housing Land as depicted on the Site Plan.

"**City's Undivided Interest**" means the fifty percent (50%) undivided interest in the Property currently owned by the City as a tenant-in-common with Boyer.

"**Closing**" is defined in Section 7.

"**Closing Date**" is defined in Section 7.

"Deed" is defined in Section 6.2.2.

"**Development Agreement**" means that certain Development Agreement which will be executed by Boyer and the City. A copy of the Development Agreement shall be provided to Buyer promptly after the Development Agreement is executed and delivered, but in all events not later than ten (10) business days prior to the end of the Due Diligence Period.

"**Due Diligence Materials**" is defined in Section 5.5.

"**Due Diligence Period**" is defined in Section 5.3.

"**Earnest Money**" is defined in Section 4.1.

"**Good Funds**" is defined in Section 4.1.

"**Governmental Authority**" means any federal, state or local governmental or quasi-governmental body or agency having jurisdiction over a specified matter.

"**Governmental Requirements**" means all laws, ordinances, rules, requirements, resolutions, policy statements and regulations of Governmental Authorities bearing on a specified matter including, without limitation, those relating to land use, subdivision, zoning, environmental, hazardous materials or other toxic substance, occupational health and safety, water, earthquake hazard reduction, and building and fire codes.

"**Guarantor**" means Ivory Land Corporation, a Utah corporation.

"**Guaranty**" means the form of Guaranty attached hereto as Exhibit "H".

"**Infrastructure Improvements**" means all infrastructure improvements servicing a specified area or portion of the Property including, without limitation, roads, the offsite reservoir storage tank and all related lines, equipment and facilities; storm water drainage system; sanitary sewer and utility service lines; laterals and related facilities from the major trunk lines; and all trails, paths, bridges, and related facilities on and connecting to all common areas and green spaces.

"Lender's Policy" is defined in Section 6.5.3.

"**Market Housing Improvements**" means all Infrastructure Improvements required to be constructed only in connection with and as a result of development of the Market Housing Land in accordance with the Development Agreement.

"**Market Housing Land**" means the land generally depicted and labeled as such on the Site Plan on which the Market Housing Units are to be located.

"**Market Housing Units**" means, as stipulated in the Annexation Agreement, one hundred sixty (160) market value residential lots or units which the Owners have agreed may be developed on the Market Housing Land.

"**Note**" is defined in Section 4.2.

"**Owner's Policy**" is defined in Section 6.5.2.

"**Permitted Exceptions**" is defined in Section 5.4.

"**Phase I Plat**" means a plat approving the twenty-eight (28) Burbs Affordable Housing Units and four (4) Market Units, a preliminary copy of which is attached as **Exhibit F**.

"**Property**" means certain tracts of land located in Summit County, State of Utah, and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference, together with all right, title and interest of Seller in any easement, right or appurtenances pertaining to such land.

"**Purchase Price**" is defined in Section 3.

"**Seller's Affiliates**" is defined in Section 5.3.3.

"**Seller's Indemnitees**" is defined in Section 9.4.

"**Survey**" is defined in Section 5.2.

"**Title Commitment**" is defined in Section 5.1.

"**Title Company**" means Landmark Title Company, whose address is 675 East 2100 South, Suite 200, Salt Lake City, Utah 84106, Attention: Jeffrey J. Jensen.

"Title Objections" is defined in Section 5.4.

"**Trust Deed**" is defined in Section 4.2.

"**Undivided Interest**" means to the Boyer's Undivided Interest or the City's Undivided Interest.

"**Undivided Interests**" means to the Boyer's Undivided Interest and the City's Undivided Interest.

"**Water Agreement**" means that certain Water Agreement dated July 2, 2010 between the City, in its capacity as a Governmental Authority, and Boyer.

2. **Agreement to Sell and Buy**. Boyer and the City agree to sell their respective Undivided Interests in the Property, and Buyer agrees to purchase the Property on the terms and conditions set forth in this Agreement. The sale and conveyance of the Property pursuant to this Agreement shall be subject to the Annexation Agreement, the Development Agreement, to any and all applicable Governmental Requirements, and to any and all outstanding rights of record or open and obvious on the ground.

3. **Purchase Price; Assumption of Obligations**.

3.1. Purchase Price. The purchase price ("**Purchase Price**") for the Property is Fifteen Million Five Hundred Thousand and 00/100 Dollars ($15,500,000.00).

3.2. Assumption of Obligations. In addition to the Purchase Price, Buyer shall assume all of the obligations of the City, in its capacity as owner of the City Undivided Interest, and Boyer under the Annexation Agreement and the Development Agreement including, without limitation:

3.2.1. The obligation to convey the 24 Acre Parcel to the City, but only if the same is conveyed by Boyer to Buyer. Boyer may convey the 24 Acre Parcel directly to the City at Closing, in which case Buyer shall have no obligation with respect to the 24 Acre Parcel.

3.2.2. The obligation to convey to the City all open space land as required by the Annexation Agreement and the Development Agreement.

3.2.3. The obligation under the Annexation Agreement and the Development Agreement to construct Affordable Housing Improvements and Market Housing Improvements.

3.2.4. The obligations of Seller under the Water Agreement.

4. **Payment of the Purchase Price**. The Purchase Price shall be paid by Buyer to Seller as follows:

4.1. Earnest Money. Upon the execution of this Agreement by both Parties, Buyer shall deposit the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) (the “**Earnest Money**”) in cash or by certified or cashier’s check drawn on a financial institution acceptable to Seller, or by confirmed wire transfer (such cash, check or confirmed wire transfer being referred to as “**Good Funds**”), with the Title Company. The Earnest Money shall remain fully refundable to Buyer until the expiration of the Due Diligence Period (as defined below). If Buyer terminates this Agreement prior to the end of the Due Diligence Period, the Earnest Money shall be refunded to Buyer by the Title Company. If Buyer does not terminate this Agreement prior to the expiration of the Due Diligence Period, the Earnest Money shall be non-refundable except for Seller’s material breach of a condition to Closing as provided in Section 5.6 or condemnation as provided in Section 12.

4.2. Promissory Note. At Closing (as defined below), Buyer shall deliver to Seller a non-recourse promissory note in an amount equal to Ten Million Five Hundred Thousand and 00/100 Dollars ($10,500,000.00) payable to Seller in the form attached hereto as **Exhibit B** (the A**Note**”). The Note shall bear zero percent (0%) interest and shall provide for installment payments on November 30, 2013, November 30, 2014 and November 30, 2015 in the amount of Three Million Five Hundred Thousand and 00/100 Dollars ($3,500,000.00) each. The Note shall be secured by a Deed of Trust in the form attached hereto as **Exhibit C** (the “**Trust Deed**”) in favor of Seller, as beneficiary, which Trust Deed shall be recorded at the Closing against the Property as a first priority lien. Payment and performance of Buyer’s obligations under the Note and Trust Deed shall be irrevocably guaranteed by Guarantor pursuant to the form of Guaranty attached as Exhibit “H”. Buyer will subdivide the Property into legally subdivided lots, construct the Affordable Housing Improvements and the Market Housing Improvements, and construct or cause to be constructed Affordable Housing Units and Market Housing Units. Upon recordation of the Phase I Plat, the lots created by the Phase I Plat shall be partially reconveyed and released from the lien of the Trust Deed. The Trust Deed shall also provide a procedure for the release and reconveyance of lots contained in future proposed Phases by Phase upon payment by Buyer of each of the three (3) installment payments as provided above, provided each future proposed Phase shall in good faith be reasonably consistent with the subdivision of the Property contemplated herein, with other approved Phases, shall tie in to existing Infrastructure Improvements, and shall as equally as reasonably possible balance acreage, developable lots, trails, paths, bridges and green space with all prior approved Phases. The foregoing release and partial reconveyance provisions shall apply only to the Trust Deed and not to any of the bonds issued by the City as a Governmental Authority, which shall constitute a first lien on the Property and continue of record notwithstanding any payment pursuant to this Agreement. The Bonding Agreements shall provide that Buyer shall have the right, subject to the terms of the bonds for improvements provided by the City pursuant to this Agreement, to have the bonds and any related lien released for any Housing Unit upon the payment to Seller of a release price reasonably approved by Buyer.

4.3. Cash Payment. The balance of the Purchase Price in the amount of Four Million Nine Hundred Thousand and 00/100 Dollars ($4,900,000.00) (the "**Cash Payment**") shall be paid by Buyer to Seller at the Closing in Good Funds.

5. **Inspection**.

5.1. Title Commitment. Within ten (10) business days after the Execution Date, Seller shall obtain and deliver to Buyer, at Seller's sole cost and expense, an ALTA commitment for standard coverage title insurance covering the Property in the amount of the Purchase Price (the "**Title Commitment**"), together with all documents evidencing the exceptions shown on Schedule B-II of such Title Commitment.

5.2. Survey. Within ten (10) business days after the Execution Date, Buyer may (but shall not be obligated to) order a current survey of the Property (the "**Survey**") certified by a registered land surveyor licensed in the State of Utah. The Survey shall be certified to the Seller, the Title Company, Buyer and such other persons as Buyer may designate. The cost of the Survey shall be borne by Buyer. Buyer will provide Seller with a copy of the Survey after receipt of a final completed survey.

5.3. Access to Property. Buyer and its authorized representatives shall, upon reasonable notice to Seller and at reasonable times during the period commencing on the Execution Date and expiring on November 15, 2011 (the "**Due Diligence Period**"), shall have the right to enter upon the Property to perform, at Buyer's sole expense, such test, investigations, inspections and studies of the Property as Buyer deems necessary including, without limitation, engineering, environmental, geological and hydrological studies, soil borings, and land use regulation analysis, as Buyer deems necessary or desirable.

5.3.1. If Buyer wishes to perform any environmental sampling during the Due Diligence Period, then Buyer shall: (i) before conducting any sampling, provide Seller with Buyer's work plan for sampling and shall modify the work plan as reasonably requested by Seller; (ii) give Seller reasonable advance notice of the dates when sampling will be conducted so that Seller and/or its consultants have the opportunity to be present; (iii) conduct any sampling in accordance with the work plan referred to under part (i) above and with generally accepted environmental engineering standards; (iv) provide Seller with split samples; and (v) provide Seller with the draft report on such sampling for Seller's review and comments prior to the report being placed in final form, and give reasonable consideration to such comments.

5.3.2. Buyer shall provide evidence, satisfactory to Seller, of the availability of adequate public liability and other insurance.

5.3.3. Buyer agrees to indemnify, defend and hold harmless Seller and/or Seller's Affiliates (as defined below) against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with or incident to the occupation or use of the Property by, or the presence thereon of Buyer, Buyer's agents, contractors, servants or licensees prior to Closing. For purposes of this Agreement, "**Seller's Affiliates**" means any entity which directly or indirectly controls or is controlled by or is under common control with Seller, and Seller's officers, members, managers, agents, servants and employees.

5.3.4. Buyer covenants and agrees to pay in full for all materials joined or affixed to the Property and to pay in full all persons who perform labor upon the Property, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Property for any work done or materials furnished thereon at the request or on behalf of Buyer; and Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished prior to Closing.

5.3.5. If the sale and purchase of the Property does not close, Buyer shall, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, and if Buyer fails to do so, Seller may perform the work of restoration and Buyer shall reimburse Seller for the cost and expense of the work within thirty (30) days after rendition of bill therefore by Seller. Interest on any such amount not reimbursed by Buyer within such 30-day period shall accrue at a rate of twelve percent (12%) per annum from the date of the bill.

5.3.6. Notwithstanding any provisions in this Agreement to the contrary, the provisions of this Section shall survive the termination of this Agreement.

5.4. Title and Survey Objections. The Parties acknowledge that except for the representations set forth in Section 8, the sale of the Property contemplated by this Agreement shall be "as-is," subject to the Permitted Exceptions (as defined below). If there are exceptions to title set forth in the Title Commitment or Survey which are not acceptable to Buyer (the "**Title Objections**"), Buyer shall notify Seller of such objections within twenty (20) days of its receipt of the Title Commitment or Survey. If Buyer fails to deliver Title Objections within such twenty (20) day period, it shall be conclusively presumed that Buyer approves of the Title Commitment and/or Survey or has waived its right to make a Title Objection to any matters set forth thereon (the "**Permitted Exceptions**"). If Buyer timely delivers Title Objections, Seller shall use commercially reasonable efforts to assist Buyer in curing the same, but, except for Monetary Liens and the Co-Tenancy Agreement, Seller shall not be required to incur any liability or obligation, or to pay any amounts in connection with such cure. If all Title Objections which do not constitute Monetary Liens and the Co-Tenancy Agreement are not cured prior to the end of the Due Diligence Period (or Seller has not committed in writing to cure such Title Objections at Closing), Buyer shall elect either to waive such Title Objections and take the Property subject thereto (in which case such Title Objections shall be deemed Permitted Exceptions), or to terminate this Agreement; provided, however, that in the event such a termination occurs, Buyer shall receive a refund of the Earnest Money and, except as otherwise set forth in this Agreement, Buyer and Seller shall have no further obligations and liabilities hereunder. For purposes of this Agreement: (i) "**Monetary Liens**" means a lien or encumbrance which secures a dollar amount certain arising in connection with a loan made to Seller; any mechanic's or materialmen's lien arising by, through or under Seller; or on account of a judgment against Seller.

5.5. Due Diligence Testing Materials. Buyer shall promptly provide to Seller copies of all surveys, test results, inspections, reports and other due diligence materials obtained by Buyer from its consultants or other third parties in connection with its investigations of the Property (the "**Due Diligence Materials**"). The terms of Buyer's agreements with the engineers or other persons who perform each such study, survey, test, inspection, report or other document shall permit the use of and reliance upon the Due Diligence Materials by Seller without further compensation being paid to the person who created the particular study, survey, test, inspection, report or other document. Buyer makes no representations or warranties regarding the accurateness or completeness of such materials. If this Agreement terminates pursuant to its terms or no closing occurs for any reason, all Due Diligence Materials shall be returned to Seller. The foregoing obligation shall survive the termination of this Agreement.

5.6. Condition to Closing. As conditions to Buyer's obligation to close:

5.6.1. The City Council of Park City shall have approved the Phase I Plat.

5.6.2. Buyer and the City, acting as a Governmental Authority, shall have agreed upon and approved the form of Bonding Agreements, which the City and Buyer shall use best efforts to cause to be executed prior to Closing. If not executed prior to Closing, the City and Buyer shall continue to use best efforts to finalize and execute the Bonding Agreements. The Bonding Agreements shall be in a form and contain provisions reasonably acceptable to Buyer. However, notwithstanding the obligation of the City to use its best efforts pursuant to finalize the Bonding Agreements, should the bonding be unavailable for any reason other than the failure of the City to use its best efforts to finalize the same, the Buyer acknowledges it may need to proceed with commercial financing mechanisms, alone or in combination, and such bond unavailability shall not be cause for release of Buyer's obligation to close or otherwise perform under this Agreement.

5.6.3. Buyer's sole recourse for failure of any of the foregoing conditions shall be the right to terminate this Agreement.

5.7. Post Closing Intersection Improvement Obligations. Pursuant to Section 9E of the Development Agreement, the total contribution by the Developer (as defined in the Development Agreement) for improvements to the intersection of Richardson Flat Road and Highway U-248 or towards soil remediation is $750,000.00. Seller and Buyer agree to split responsibility for such amount as follows, with payment to be made when due under the Development Agreement:

5.7.1. Buyer shall pay $550,000.00 to Park City, acting in its governmental capacity, toward intersection improvements described above when due under the Development Agreement.

5.7.2. If Buyer makes the payment pursuant to Section 5.7.1, Seller shall simultaneously pay $200,000.00 to Park City, acting in its governmental capacity, toward intersection improvements described above and soil remediation.

5.7.3. The provision of this Section 5.7 shall survive the Closing.

6. **Escrow.**

6.1. Opening Escrow. Upon execution of this Agreement by the Parties, an escrow account shall be opened with Title Company, and Buyer shall at that time deposit with Title Company the Earnest Money.

6.2. Deposits at Closing.

6.2.1. On or before the Closing Date, Buyer shall cause to be delivered to the Title Company: (a) the Note and Trust Deed duly executed and acknowledged by Buyer; (b) the Cash Payment and all other amounts required to be paid by Buyer under this Agreement; (c) an assumption of all of Seller's obligations under the Development Agreement; and (d) such other documents, agreements, acceptances and assumptions as may be reasonably required by Seller or the Title Company.

6.2.2. On or before the Closing Date, each of Boyer and the City shall cause to be delivered to the Title Company: (a) a special warranty deed in the form attached to this Agreement as **<u>Exhibit D-1</u>** and **<u>Exhibit D-2</u>** (collectively, the "**<u>Deed</u>**") conveying legal title to the Property to Buyer; (b) an assignment of all of Seller's rights under the Development Agreement (but not including the rights of the City as a Governmental Authority thereunder); and (c) such other documents, agreements and assignments as may be reasonably required by Buyer or the Title Company.

6.3. <u>Delivery of Possession</u>. Seller shall deliver full possession of the Property at the time of recording of the Deed, subject to the Permitted Exceptions and the Trust Deed.

6.4. <u>Seller's Costs and Charges</u>. At Closing, Seller shall pay:

6.4.1. The pro rata share of general real estate taxes and assessments assessed against the Property and due and payable for the year of Closing;

6.4.2. One-half (1/2) of the escrow fee; and

6.4.3. The cost of discharging, releasing or reconveying any Monetary Liens which exist with respect to the Property and the Co-Tenancy Agreement.

6.4.4. The premium for a standard ALTA owner's policy of title insurance in the amount of the Purchase Price issued by the Title Company (the "**<u>Owner's Policy</u>**").

6.5. <u>Buyer's Costs and Charges</u>. At Closing, Buyer shall pay:

6.5.1. One-half (1/2) of the escrow fee;

6.5.2. The premium for any upgrades or endorsements to the Owner's Policy;

6.5.3. The premium for a standard ALTA lender's policy of title insurance in the amount of the Note issued by the Title Company and any endorsements or upgrades to such policy (the "**<u>Lender's Policy</u>**"); and

6.5.4. The cost of recording the Deed.

6.6. Other Charges. From and after the Closing Date, Buyer shall be solely responsible for real estate taxes and assessments for the Property, including any greenbelt roll-back taxes that may become due with respect to the Property, which greenbelt roll-back taxes Buyer shall be solely responsible for paying in their entirety. Any other Closing costs shall be paid by Buyer and Seller according to the usual and customary practice of the Title Company.

6.7. Title Company Obligations at Closing. Title Company shall be instructed that when it is in a position to deliver to Seller the Purchase Price, and to issue the Owner's Policy and the Lender's Policy, Title Company shall:

6.7.1. Record and deliver the Deed to Buyer;

6.7.2. Record and deliver the Trust Deed to Seller;

6.7.3. Deliver the Note, the Earnest Money and the Cash Payment to Seller;

6.7.4. Issue and deliver the Owner's Policy to Buyer; and

6.7.5. Issue and deliver the Lender's Policy to Seller.

6.8. Further Assurances. Each of the Parties hereto agrees to cooperate in good faith with each other, and to execute and deliver the documents, instruments and agreements described above, and all such further documents as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

7. **Closing Date**. Escrow for the Property shall close ("**Close**" or "**Closing**") on or before that date which is thirty (30) days after the expiration of the Due Diligence Period ("**Closing Date**"), but in no event later than November 22, 2011. The Closing Date may be extended by mutual written agreement of Seller and Buyer.

8. **Agreements of Seller**. Each Seller represents for itself only that:

8.1. Pending/Potential Litigation. Seller has not been served with process in any legal action, nor does Seller have actual knowledge of any threatened legal action, that has an effect on its right to sell the Property to Buyer.

8.2. Violations or Defects. Subject to the Permitted Exceptions, Seller has no notice or actual knowledge of any violations of any applicable code, statute, regulation, ordinance, judicial order, or judicial holding pertaining to the Property where such violation would materially and adversely affect Buyer's proposed use of the Property as a residential development.

9. **Agreements of Buyer**. Buyer irrevocably agrees as follows:

9.1. No Warranties. Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Buyer, "AS IS, WHERE IS, AND WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either express or implied, other than those agreements and/or representations and warranties of Seller expressly stated in this Agreement. Except as otherwise expressly stated in this Agreement, Seller has not made, and does not and will not make, with respect to the Property, any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition or merchantability, or with respect to the value, profitability, developability or marketability of the property. Without limiting the foregoing:

9.1.1. Seller makes no representations regarding the existence, location or usability of any utility lines or easements on the Property.

9.1.2. Other than those agreements and/or warranties of Seller regarding insurable title (subject in all events to the Permitted Exceptions), assurances given separately from this Agreement by the City, acting as a Governmental Authority, and as otherwise stated in Section 8 of this Agreement, Buyer shall not be entitled to, and shall not rely on, Seller or Seller's agents as to: (1) the quality, nature, adequacy or physical condition of the Property including, but not limited to, the quality, nature, adequacy or physical condition of soils or the existence of ground water at the Property; (2) the existence, quality, nature, adequacy or physical condition of any utilities serving the Property; (3) the development potential of the Property, its merchantability or fitness, or the suitability or adequacy of the Property for any particular purpose; (4) compliance of the Property generally or in connection with any particular use with any Governmental Requirements other than Governmental Requirements imposed by the City acting as a Governmental Authority; (5) the compliance of the Property with applicable environmental laws and ordinances; (6) the condition of title to the Property, or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to the Property; (7) the susceptibility of the Property to seismic hazards; or (8) any other matter relating to the Property.

9.2. Express Disclosure Regarding Environmental Issues. Seller shall make available to Buyer for Buyer's review and analysis, and shall disclose to Buyer any information in Seller's current possession or control, or otherwise within Seller's actual knowledge, related to compliance with any environmental protection, remediation, pollution or land use laws, rules, regulations, orders or requirements including, but not limited to, those pertaining to the handling, generation, treatment, storage, remediation or disposal of any hazardous substances, materials, waste or other environmental contaminants. Except as disclosed, Seller has not, does not and will not make any representation or warranty regarding any of the foregoing environmental matters.

9.3. Opportunity of Buyer to Inspect. Buyer has had pursuant to this Agreement, an adequate opportunity to make such legal, factual and other inquires and investigations as Buyer deems necessary, desirable or appropriate with respect to the Property. Such inquiries and investigations of Buyer shall be deemed to include, but shall not be limited to, the physical components of all portions of the Property, the condition of the Property, such state of facts as an inspection would show, the present and future zoning ordinances, permits, resolutions and regulations of the city, county and state where the Property is located, and the value and marketability of the Property.

9.4. Buyer Release of Seller. Without in any way limiting the generality of the preceding Sections 9.1 through 9.3 and without waiving, releasing or discharging Seller from any statutory rights to contribution under federal or state environmental laws, Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim Buyer has, might have had or may have against Seller or Seller's Affiliates or agents (collectively the "**Seller's Indemnitees**") with respect to: (1) the condition of the Property, whether such condition is patent or, except as otherwise required to be disclosed by this Agreement, latent, including, without limitation, the susceptibility of the Property to seismic hazards and the presence of environmental contaminants on the Property; (2) Buyer's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property or certificates of compliance for the Property; (3) the actual or potential income or profits to be derived from the Property; (4) the future ability of Buyer or any other person to comply with any environmental protection, pollution or land use laws, rules, regulations or requirements; and (5) any other state of facts which exist with respect to the Property. Without limiting the provisions above, but subject to those agreements and/or warranties of Seller regarding insurable title (subject to the Permitted Exceptions) and as otherwise stated in Section 8 of this Agreement, Buyer waives against Seller and Seller's Indemnitees, any and all actual or potential rights Buyer might have against Seller or Seller's Indemnitees regarding any form of warranty, express or implied, of any type or kind relating to the Property, including, without limitation, implied warranties, warranties of fitness for a particular use, warranties of merchantability and strict liability rights. As part of the provisions of this Section, but not as a limitation thereon, Buyer hereby agrees, represents and warrants that the matters released herein are not limited to matters which are known or disclosed.

10. **Buyer's Default; Liquidated Damages**. Buyer shall use its best efforts and good faith to accomplish the purposes of this Agreement. If Buyer shall fail to perform its obligations at Closing, or if Buyer shall default under any of its obligations in this Agreement prior to Closing, the Earnest Money and all interest earned thereon shall be disbursed to Seller, which shall constitute full and complete liquidated damages, and

Seller shall have no further remedy at law or equity for any breach by Buyer under this Agreement, including any claim for lost sales, lost profits or any other type of consequential damages; provided, Buyer shall continue to be obligated with respect to all indemnification or reimbursement obligations set forth in this Agreement which, by the terms of this Agreement, expressly survive the Closing. Seller's actual damages in the event of such default by Buyer would be difficult or impossible to ascertain, and further, Buyer desires to limit its liability to Seller in the event the sale and purchase of the Property shall fail to close because of any default of Buyer hereunder.

11. **Seller's Default**. If Closing does not occur solely because of Seller's material breach of any condition to Closing, Buyer may terminate this Agreement by written notice to Seller and the Earnest Money and all interest earned thereon shall be returned to Buyer by Seller within ten (10) business days. Seller shall use its best efforts and good faith to accomplish the purposes of this Agreement and intentions of the parties hereunder. If Seller shall fail to perform its obligations at Closing or if Buyer shall default in any of its obligations under this Agreement prior to Closing, Buyer shall have all rights and remedies available at law or equity. Notwithstanding the foregoing, Buyer acknowledges and agrees that it shall have no remedy at law or in equity under this Agreement, and hereby waives, any right or claim to punitive damages or Buyer's consequential damages.

12. **Eminent Domain**. In the event of any condemnation or eminent domain proceeding with respect to any portion of the Property prior to Closing (other than an incidental taking to widen roads or provide for utility lines), Buyer shall have the right to (a) terminate this Agreement and receive a return of the Earnest Money or (b) proceed to close subject to such condemnation or eminent domain proceeding or taking and receive an assignment of Seller's rights to any award. Buyer shall exercise such right, if at all, not later than ten (10) business days after being notified that a Governmental Authority is contemplating condemnation. If Buyer does not timely exercise such right, the right shall expire and shall no longer be exercisable.

13. **Broker**. Seller and Buyer each hereby warrant and represent to each other that they have dealt with no broker in connection with the transaction contemplated by this Agreement. Seller and Buyer hereby agree to exonerate, indemnify, hold harmless and defend (with counsel of indemnitee's choice) each other of and from all loss, cost, damage or expense sustained by such other Party as a result of any claims of any person with respect to this transaction claiming through the indemnifying Party or attributable to the conduct of the indemnifying Party. The provisions of this Section shall survive the Closing or termination of this Agreement, as the case may be.

14. **Assignment**. Buyer shall not transfer or assign this Agreement or any interest therein, without the consent in writing of Seller, and it is agreed that any such transfer or assignment, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void and shall, at the option of Seller, terminate this Agreement. Notwithstanding the foregoing, Buyer may assign all, but not part of its interest in this Agreement, with prior notice, to a legal entity of which Buyer (or one of

the persons comprising Buyer) holds an equity interest at the time of Closing. Such assignment shall not relieve Buyer of its obligations under this Agreement.

15. **Notices**.

15.1. Requirement of a Writing; Permitted Methods of Delivery. Each Party giving or making any notice, request, demand or other communication (each, a "**Notice**") pursuant to this Agreement shall: give the Notice in writing; cause the Notice to be signed by an authorized officer, member, partner, employee or agent; and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: (1) personal delivery; (2) registered or certified United States mail, in each case, return receipt requested and postage prepaid; (3) a nationally recognized overnight courier, including, without limitation, FEDEX, with all fees prepaid; or (4) facsimile.

15.2. Addressees and Addresses. Each Party giving a Notice shall address the Notice to the receiving Party at the address listed on **Exhibit E** or to another address designated by a receiving Party in a Notice delivered pursuant to this Section.

15.3. Effectiveness of a Notice. A Notice is effective only if the Party giving or making the Notice has complied with Sections 15.1 and 15.2 and if the addressee has received the Notice. A Notice is deemed to have been received as follows: if a Notice is delivered in person, or sent by registered or certified mail, or nationally or internationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt. If a Notice is sent by facsimile, the second (2^{nd}) business day following receipt by the Party giving the Notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the addressee's facsimile number. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal or inability to deliver.

16. **Confidentiality**. Seller and Buyer will not publish or disclose the terms and conditions set forth in this Agreement to anyone at any time. After the Closing, Buyer may disclose that the transaction contemplated by this Agreement has occurred but shall not disclose the Purchase Price except as is necessary to a lender or appraiser to obtain financing or to the extent necessary to comply with law.

17. **Amendments**. The Parties may not amend this Agreement orally, but only by an agreement in writing signed by the Party against whom enforcement of the amendment is sought that identifies itself as an amendment to this Agreement.

18. **Waiver**. No provision in this Agreement may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.

19. **Severability**. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect, if the essential terms and conditions of this Agreement for both Parties remain valid, legal and enforceable. Any provision of this Agreement held invalid, illegal or unenforceable only in part or degree remains in full force to the extent not held invalid, illegal or unenforceable. If any court determines that any provision of this Agreement is unenforceable because of the duration or geographic scope of that provision, the court has the power to reduce the duration or geographic scope of that provision, as the case may be, so that in its reduced form the provision is enforceable. In addition, if any court determines that any provision of this Agreement is invalid, illegal or unenforceable, the court has the power to fashion and enforce another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the Parties' intentions under this Agreement.

20. **Merger**. This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, nor agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

21. **Third Party Beneficiaries**. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.

22. **Number and Gender**. Any reference in this Agreement to the singular includes the plural where appropriate, and any reference in this Agreement to the masculine gender includes the feminine and neuter genders where appropriate.

23. **Captions**. The descriptive headings of the sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

24. **Transaction Costs**. Except as expressly provided in this Agreement, each Party shall pay its own fees and expenses (including, without limitation, the fees and expenses of its agents, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution, delivery, and performance of this Agreement and the transactions it contemplates.

25. **Counterparts**. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or by imaged e-mail

is as effective as executing and delivering this Agreement in the presence of the other Parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Party. In proving the existence of this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.

26. **Waiver of Breach**. A waiver by either Party of a breach by the other Party of any provision of this Agreement shall not impair the right of the Party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either Party to insist upon strict performance of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of any such provision or right.

27. **Time of the Essence**. Time is of the essence in this Agreement.

28. **Law Governing**. This Agreement shall be governed in all respects by the laws of the State of Utah.

29. **Merger**. The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.

30. **Successors and Assigns**. Subject to the restrictions on assignment set forth in Section 14, this Agreement shall be binding upon and inure to the benefit of the Parties, and their successors and assigns.

31. **Special Provision**. Seller is not a foreign corporation or citizen and withholding of Federal Income Tax from the amount realized will not be made by Buyer. A certification prepared in conformance with IRS regulations under Section 1445 of the Internal Revenue Code shall be prepared and executed at the Closing.

32. **Not An Offer; Authority**. The submission of this Agreement to Buyer for review or signature does not constitute an offer to sell the Property to Buyer or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the purchase and sale of the Property shall exist, and this writing shall have no binding force or effect, until executed and delivered by both Seller and Buyer. To the extent applicable, Seller and Buyer represent and warrant to the other that each has the authority to enter into and execute this Agreement.

33. **Subject to Approval of City Council**. This Agreement must be approved by the Park City Council in order to satisfy certain legal requirements including, without limitation and if applicable, the requirements of Utah Code § 10-8-2(4). The approval of the City Council shall be obtained on or before November 17, 2011.

34. **Legislative authority retained by City**. Buyer acknowledges that although the City is a tenant-in-common with respect to the Property and is bound by this Agreement, the City, acting as a Governmental Authority, is restricted in its authority to limit its police power

by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power but only to the extent it cannot be so limited under applicable law. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the existing land use and zoning regulations which are applicable to the Property under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Property and terms and conditions of this Agreement applicable to the Property shall be of general application to all development activity in the City; and, unless the City declares an emergency, Buyer shall be entitled to the required notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine. Notwithstanding the foregoing, the exercise of reserved legislative or police powers by the City shall not affect its contractual rights or obligations of the City and Buyer pursuant to this Agreement.

35. **Liability of Boyer and City**. Notwithstanding any other provision of this Agreement, Boyer and the City are each only liable with respect to its own respective Undivided Interest, and they shall not be jointly and severally obligated.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

SELLER:

BOYER PARK CITY JUNCTION, L.C., a Utah limited liability company, by its Manager:

THE BOYER COMPANY, L.C., a Utah limited liability company

By: ____
Name: ______________________________________
Its: Manager

PARK CITY MUNICIPAL CORPORATION, a municipal corporation

By: ____
Name: ______________________________________
Its: ____

BUYER:

IVORY DEVELOPMENT, LLC, Utah limited liability company

By: ____
Name: ______________________________________
Its: ____

EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT

Legal Description of the Property

Park City Heights Subdivision
A parcel of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a Park City Boundary Aluminum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running

thence North 00°19'41" East 1,474.01 feet along the West Section Line of said Section 11, also being along the Easterly Boundary Line of the Hidden Meadows Subdivision Annexation Plat recorded as Entry No. 425892 in the Office of the Summit County Recorder;

thence North 63°17'52" East 344.36 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;

thence North 75°52'07" East 1,501.92 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;

thence North 38°46'13" West 606.70 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;

thence North 39°40'23" West 214.68 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat to the North Section Line of said Section 11;

thence South 88°46'45" East 89.54 feet along the North Section Line of said Section 11 to the 1/16 Corner of said Section 2;

thence North 00°00'41" East 1,415.34 feet along the 1/16th Section Line of said Section 2 to the Southerly Right-of-Way Line of the abandoned Union Pacific Railroad Property;

thence North 68°35'10" East 611.63 feet along the Southerly Right-of-Way Line of said abandoned Union Pacific Railroad Property;

thence Northeasterly 622.07 feet along the arc of a 1,532.69 foot radius curve to the left (center bears North 21°24'50" West and the chord bears North 56°57'32" East 617.81 feet with a central angle of 23°15'16") along the Southerly Right-of-Way Line of said abandoned Union Pacific Railroad Property to the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);

thence South 89°20'19" East 143.65 feet along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);

thence Southeasterly 252.20 feet along the arc of a 2,814.90 foot radius curve to the right (center bears South 00°39'41" West and the chord bears South 86°46'19" East 252.11 feet with a central angle of 05°08'00") along the Southerly Right-of-Way Line of Richardson

Flat Road (UDOT FAP 93-B);

thence South 84°12'19" East 300.22 feet along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B) to the Westerly Right-of-Way Line of State Highway 40;

thence South 07°02'52" East 965.75 feet along the Westerly Right-of-Way Line of said State Highway 40;

thence South 07°03'48" East 1,299.91 feet along the Westerly Right-of-Way Line of said State Highway 40;

thence South 42°31'04" West 3,012.86 feet;

thence South 103.66 feet to the projection of the Northerly Boundary Line of the Morning Star Estates Subdivision recorded as Entry No. 376621 in the Office of the Summit County Recorder;

thence North 89°30'31" West 1,368.96 feet along the Northerly Boundary Line of said Morning Star Estates Subdivision and its projections thereof to the point of beginning.

Contains 8,518,648 Square Feet or 195.561 Acres

EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT

Form of Note
[Attached]

$10,500,000.00 (U.S.) **___________ ____, 2011**

PROMISSORY NOTE

(Non-Recourse Secured by Deed of Trust)

1. Definitions. As used in this Promissory Note (the "**Note**"), the following terms, when capitalized herein, have the following meanings:

"**Advances**" means any amounts advanced by Lender pursuant to the Deed of Trust or any other instrument or agreement evidencing or securing the Loan.

"**Affordable Housing Units**" is defined in Section 23.

"**Market Housing Units**" is defined in Section 23.

"**Applicable Rate**" means the Stated Interest Rate or the Default Interest Rate, whichever shall be applicable at any particular time and from time to time.

"**Borrower**" means IVORY DEVELOPMENT, LLC, a Utah limited liability company.

"**Deed of Trust**" is defined in Section 4.

"**Default Interest Rate**" means two percent (2.00%) per annum.

"**Effective Date**" means the date of this Note as set forth at the top of this page.

"**First Installment Payment Amount**" means Three Million Five Hundred Thousand and 00/100 Dollars ($3,500,000.00) less the aggregate amount of principal of the Loan paid by Borrower to Lender prior to the date the First Installment Payment Amount is due pursuant to Section 2 below.

"**Late Charge**" is defined in Section 7.

"**Lender**" means, collectively, BOYER PARK CITY JUNCTION, L.C., a Utah limited liability company ("**Boyer**"), and PARK CITY MUNICIPAL CORPORATION, a municipal corporation of the State of Utah (the "**City**").

"**Loan**" means the indebtedness evidenced by this Note and secured by the Deed of Trust and other instruments and agreements.

"**Loan Balance**" means the outstanding balance of unpaid principal of the Loan at any time and from time to time.

"**Market Housing Units**" is defined in Section 23.

"**Maturity Date**" means November 30, 2015.

"**Original Loan Amount**" means TEN MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS ($10,500,000.00).

"**Second Installment Payment Amount**" means Three Million Five Hundred Thousand and 00/100 Dollars ($3,500,000.00).

"**Stated Interest Rate**" means zero percent (0%) per annum.

2. Agreement to Pay. For value received, Borrower hereby promises to pay to the order of Lender without offset or deduction the Original Loan Amount, together with Advances and interest on the Loan Balance outstanding from time to time at the Applicable Rate, all payable in accordance with the following provisions:

   a. On November 30, 2013, Borrower shall pay to Lender or to Lender's assignee hereof, an amount equal to the First Installment Payment Amount plus all accrued and unpaid interest.

   b. On November 30, 2014, Borrower shall pay to Lender or to Lender's assignee hereof, an amount equal to the Second Installment Payment Amount plus all accrued and unpaid interest.

   c. On the Maturity Date Borrower shall pay to Lender the Loan Balance plus all accrued and unpaid interest.

   All interest payable hereunder shall be computed for the actual number of days elapsed on the basis of a year consisting of three hundred sixty (360) days.

3. Application of Payments. All payments received on account of the Loan shall be applied to the payment of the following obligations of Borrower in the following order: (a) to amounts due under this Note, the Deed of Trust and other instruments or documents evidencing or securing the Loan other than the Loan Balance, Late Charges and accrued and unpaid interest due thereon; (b) to payment of Late Charges; (c) to payment of any interest accrued but unpaid at the Default Interest Rate; (d) to any interest accrued but unpaid at the Stated Interest Rate; and (e) the remainder (if any) to the payment of the Loan Balance. Notwithstanding the foregoing, any payments received during any period of time that Borrower is in default under this Note or the Deed of Trust, following acceleration, or after the Maturity Date, as applicable, shall be applied in such manner as Lender may determine in its sole and absolute discretion and without notice to Borrower.

4. Security. Payment of this Note is secured by a Deed of Trust (the "**Deed of Trust**") which creates an encumbrance and lien on certain real estate located in Summit County, Utah, and by other instruments and agreements. The Deed of Trust shall constitute a first lien, superior to all other liens securing the obligation to pay money.

5. Method and Place of Payment. All amounts to be paid under this Note shall be paid in lawful money of the United States of America and all payments shall be made at such place as the legal holder of this Note, may from time to time in writing designate, without deduction or offset for any reason, including, without limitation, on account of any present or future taxes, duties or other charges levied or imposed on this Note or the proceeds hereof, or upon Borrower or Lender by any government, or any instrumentality, authority or political subdivision thereof. Borrower agrees, upon the request of Lender, to pay all such taxes, duties and other charges in addition to principal and interest on this Note, exclusive of United States income taxes and applicable income taxes of any state. Absent any contrary designation from each Lender, Borrower shall pay: (a) one-half of all amounts to be paid under this Note to Boyer at 90 South 400 West, Suite 200, Salt Lake City, Utah 84101, Attn: Patrick Moffat (or to such other address as Boyer may designate); and (b) one-half of all amounts to be paid under this Note to the City, at 445 Marsac Avenue, Park City, Utah 84060, Attn: Phyllis Robinson (or to such other address as the City may designate).

6. Default. If a default is made in the payment of any sums due under this Note, or if any default occurs under the Deed of Trust or any other instrument or agreement evidencing or securing this Note, then the entire Loan Balance, together with all interest accrued thereon, shall immediately become due and payable without notice or demand, and the Deed of Trust given to secure the payment of this Note may be foreclosed (judicially or nonjudicially). The assessment or payment of such amount shall not affect the rights of Lender or the remedies available to Lender. Without any demand being made by Lender or any notice being provided to Borrower, the Loan Balance shall bear interest at the Default Interest Rate from and after the first to occur of any of the following without notice: (a) the date any installment or other payment is past due under this Note; (b) declaration of maturity due to acceleration of all sums due under this Note by Lender in accordance with the terms of this Note, the Deed of Trust or any instrument or agreement evidencing or securing the Loan; and (c) after the due date for the performance of any of the covenants or conditions in the Deed of Trust or any other instrument or agreement evidencing or securing the Loan and the failure of Borrower to cure any such default within the time periods allotted for cure, irrespective of any declaration of maturity or acceleration. Interest at such Default Interest Rate from the first to occur of the dates set forth in the previous sentence until reinstatement shall be due and payable regardless of and notwithstanding any reinstatement of this Note for any reason whether pursuant to law including, without limitation, reinstatement pursuant to Utah Code Annotated Section 57-1-31 or otherwise.

7. Late Charge. A late charge equal to ten percent (10%) of each installment or other payment under this Note, which is not paid on the due date thereof, shall be paid to Lender in order to defray part of the cost of collection (the "**Late Charge**"). Such Late Charge shall be due and payable without notice to Borrower or demand by Lender on the day after any such applicable payment is due. The payment of any such Late Charge will not affect or limit the rights of Lender to pursue any other remedies available to it.

8. Costs of Enforcement. In the event that this Note is placed in the hands of an attorney-at-law for collection after maturity, or upon default, or in the event that proceedings at law, in equity, or bankruptcy, receivership or other legal proceedings are instituted or threatened in connection herewith, or if Lender is made a party to any such proceeding, or in the event that this Note is placed in the hands of an attorney to enforce any of the rights or requirements contained in the Deed of Trust, Borrower hereby agrees to pay all reasonable costs of collecting or attempting to collect this Note, or any costs of protecting or enforcing such rights, including, without limitation, reasonable attorneys' fees (whether or not suit is brought), in addition to the Loan Balance, interest and other amounts payable hereunder, all of which shall be secured by the Deed of Trust.

9. Interest Limitation. In the event the several interest provisions hereof or any exactions provided for herein or in the Deed of Trust shall result, at any time, in an effective rate of interest which, for any period, transcends the limit of the usury or any other law applicable to the Loan, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied upon the Loan Balance immediately upon receipt of such monies by Lender, with the same force and effect as though Borrower had specifically designated such extra sums to be so applied to the Loan Balance and Lender had agreed to accept any such extra payment(s) as a premium-free prepayment. Notwithstanding the foregoing, however, Lender may at any time and from time to time elect by notice in writing to Borrower to reduce or limit the collection to such sums which, when added to the said first-stated interest, shall not result in any payments toward the Loan Balance in accordance with the requirements of the preceding sentence. In no event shall any agreed to or actual exaction as consideration for the Loan transcend the limits imposed or provided by the law applicable to this transaction or Borrower in the jurisdiction or jurisdictions in which property secured by the Deed of Trust are located for the use or detention of money or for forbearance in seeking its collection.

11. Waiver. To the extent permitted by applicable law, Borrower and all endorsers, guarantors and all persons liable or to become liable on this Note waive: (a) presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note; (b) all applicable appraisal, valuation and exemption rights; (c) consent to any and all renewals and extensions in the time of payment hereof; and (d) the right to trial by jury in any litigation in which Lender and Borrower, endorsers, guarantors or any persons liable or to become liable under this Note are adverse parties.

12. Lender's Actions. The remedies of Lender as provided in the Deed of Trust shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Lender, and may be exercised as often as occasion therefor shall arise. Failure of Lender, for any period of time or on more than one occasion, to exercise its option to accelerate the Maturity Date of this Note shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of Lender, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same and any such waiver or release of the same is to be effected only through a written

document executed by Lender and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of Lender's rights or remedies hereunder. Except as otherwise specifically required herein, notice of the exercise of any right or remedy granted to Lender by this Note is not required to be given.

13. Business Loan. Borrower acknowledges that the proceeds of the Loan evidenced by this Note will be used for business purposes and the interest rate or rates to be charged hereunder are not usurious under the laws of the State of Utah.

14. Prepayment. This Note may be prepaid prior to the Maturity Date with five (5) days prior written notice thereof but otherwise without the written consent of Lender.

15. Notices. All notices required or permitted to be given hereunder shall be given in the manner and place as provided in the Deed of Trust.

16. Time. Time is of the essence of this Note and each of the provisions hereof.

17. Captions; Section References. The captions to the Sections of this Note are for convenience only and shall not be deemed part of the text of the respective Sections and shall not vary, by implication or otherwise, any of the provisions of this Note. References to a “Section” in this Note by number or letter shall be deemed to refer to the correspondingly numbered Section of this Note unless the context requires reference to another instrument, document or agreement.

18. Governing Law. The laws of the State of Utah shall govern this Note. Proceedings arising out of or in connection with this Note or the Deed of Trust shall be commenced in the County in which the Property is located. Borrower hereby irrevocably and unconditionally submits to the jurisdiction of the courts of such County and waives any right to plead or claim that any such action, suit, or proceeding brought in any such court has been brought in any inconvenient forum.

19. Invalid Provisions. The parties hereto intend and believe that each provision in this Note comports with all applicable local, State and Federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Note or the Deed of Trust is found by a court of law to be in violation of any applicable local, State or Federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such Court should declare such portion, provision or provisions of this Note or the Deed of Trust to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Note and the Deed of Trust shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations, and interests of Borrower and Lender under the remainder of this Note and the Deed of Trust shall continue in full force and effect.

20. Bankruptcy Reorganization. For purposes of any reorganization plan under the United States Bankruptcy Code including, without limitation, Chapters 11 and 13 thereof, and Bankruptcy Code Sections 1123 and 1322, any cure contemplated by any such reorganization plan shall require the full payment of all accrued and unpaid interest due under this Note at the Applicable Rate, the amounts required by Section 7 and all other sums due pursuant to this Note or arising under or secured by the Deed of Trust.

21. Obligations of Borrower Joint and Several. Each natural person and legal entity comprising Borrower shall be jointly and severally liable and obligated for the obligations of the Borrower under this Note.

22. Authority. By signing this Note, Borrower and each person signing this Note jointly and severally represent and warrant that this Loan is authorized and approved by each of the members and managers of Borrower.

23. Limitation on Alteration of Property. Borrower Trustor shall not raze, remove or alter the existing building improvements on the Property unless and until it satisfies all of the following conditions: (i) a subdivision plat is approved and recorded providing for subdivision of the Property into at least one hundred sixty (160) lots designated for "Market Housing Units" (as defined below in this Section 23) and ninety-five (95) lots designated for "Affordable Housing Units" (as defined below in this Section 23); and (ii) Beneficiary, at its sole discretion, shall have approved the plans for the subdivision infrastructure improvements and the terms of any financing for the construction and completion of the subdivision infrastructure improvements. Any violation or breach of the covenant set forth in this Section 25 shall constitute a default under this Deed of Trust. "**Affordable Housing Units**" means the affordable housing lots or units so labeled on the subdivision plat which are required to be deed restricted and developed consistent with Resolution 17-99 of the Park City Council (without taking into account amendments after the date of this Agreement). "**Market Housing Units**" means, the hundred sixty (160) market value residential lots or units permitted by applicable land use approvals of Park City, acting in its governmental capacity, as labeled on the subdivision plat.

24. Partial Reconveyance. As provided in the next sentence, Lender shall cause the trustee under the Deed of Trust to provide partial reconveyances of subdivided lots after platting of at least one hundred sixty (160) lots designated for Market Housing Units and ninety-five (95) lots designated for Affordable Housing Units and completion of all subdivision infrastructure improvements. If, but only if, no default exists by Borrower under this Note or the Deed of Trust, or with the giving of notice or passage of time, or both, such a default would exist, then Lender shall cause the Trustee to release and reconvey lots contained in future proposed Phases by Phase upon payment by Buyer of each of the three (3) installment payments as provided above, provided each future proposed Phase shall in good faith be reasonably consistent with the subdivision of the Property contemplated herein, with other approved Phases, shall tie in to existing Infrastructure Improvements, and shall as equally as reasonably possible balance acreage, developable

lots, trails, paths, bridges and green space with all prior approved Phases.

[The balance of this page is blank--
Signature of Borrower on next page]

IN WITNESS WHEREOF, the Borrower has executed this Note as of the Effective Date.

IVORY DEVELOPMENT, LLC, a Utah limited liability company

By: ______________________________________
Name: ____________________________________
Its: ______________________________________

EXHIBIT C
TO
PURCHASE AND SALE AGREEMENT

Form of Trust Deed
[Attached]

<u>WHEN RECORDED, PLEASE RETURN TO</u>:
David E. Gee, Esq.
PARR BROWN GEE & LOVELESS
185 South State Street, Suite 800
Salt Lake City, Utah 84111

Tax Serial Number: ___________________

DEED OF TRUST
(Securing Future Advances)

THIS DEED OF TRUST (the "**<u>Deed of Trust</u>**") is executed as of the _____ day of _______, 20___ by IVORY DEVELOPMENT, LLC, a Utah limited liability company, ("**<u>Trustor</u>**"), whose address is 978 East Woodoak Lane, Salt Lake City, UT 84117, Attn: Christopher Gamvroulas, in favor of LANDMARK TITLE COMPANY, ("**<u>Trustee</u>**"), whose address is 625 East 2100 South, Suite 200, Salt Lake City, Utah 84106, for the benefit of: (i) BOYER PARK CITY JUNCTION, L.C., a Utah limited liability company, whose address is 90 South 400 West, Suite 200, Salt Lake City, Utah 84101, Attn: Patrick Moffat; and (ii) PARK CITY MUNICIPAL CORPORATION, a municipal corporation of the State of Utah, whose address is 445 Marsac Avenue, P.O. Box 1480, Park City, Utah 84060, Attn: Phyllis Robinson (collectively, the "**<u>Beneficiary</u>**").

TRUSTOR CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, certain real property (the "**<u>Property</u>**") situated in Summit County, State of Utah, and more particularly described as follows:

[see attached Exhibit "A" which is incorporated
herein by this reference]

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said Property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by a Promissory Note of even date with this Deed of Trust in the principal sum of TEN MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS ($10,500,000.00) made by Trustor, and payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth (the "**<u>Note</u>**"), and any extensions and/or renewals or modifications of the Note; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Deed of Trust, together with interest thereon as herein provided.

THIS DEED OF TRUST SECURES FUTURE ADVANCES AND REVOLVING BALANCES. THE PARTIES AGREE, AND NOTICE IS HEREBY GIVEN TO ALL PERSONS, THAT THIS DEED OF TRUST SHALL SECURE UNPAID BALANCES AS EXISTING FROM TIME TO TIME UP TO A MAXIMUM PRINCIPAL AMOUNT OF THE ORIGINAL LOAN AMOUNT.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep said Property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said Property; not to commit or permit waste thereof; not to commit suffer or permit any act upon said Property or violation of law; and to do all other acts which from the character or use of said Property may be reasonably necessary, the specific enumerations herein not excluding the general. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this Deed of Trust, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said Property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration of repair of the Property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured by this Deed of Trust is paid in full, such evidence of title as Beneficiary may require, including policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any actions or proceeding purporting to affect the security hereof, the title to said Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay: at least ten (10) days before delinquency all taxes and assessments (whether general or special, known or unknown, anticipated or unanticipated) affecting said Property, including, without limitation, all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said Property;

when due, all encumbrances, charges, and liens with interest, on said Property or any part thereof, which at any time appear to be prior or superior hereto; and all costs, fees, and expenses of this trust.

6. Should Trustor fail to make any payment, perform any obligation or do any act as provided in this Deed of Trust, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said Property for such purposes; (b) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; (c) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and (d) in exercising any such powers, incur any liability, expend whatever amounts reasonably necessary therefor including, without limitation, the reasonable costs of evidence of title and the employment of legal counsel.

7. To pay immediately and without demand all sums expended under this Deed of Trust by Beneficiary or Trustee, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said Property, are hereby assigned to Beneficiary in trust for the restoration of the Property, as necessary as a result of such damage or condemnation, after deducting therefrom all its expenses, including attorney's fees. Beneficiary may apply any such proceeds which are not necessary to restore such Property toward the indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary and payment of its fees, and without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may: (a) consent to the making of any map or plat of said Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; and (d) reconvey, without warranty, all or any part of said Property. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this Section 9.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance

of these trusts, all rents, issues, royalties, and profits of the Property affected by this Deed of Trust and of any personal property of Trustor located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the Property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, an assumption of liability under, or a subordination of the lien or charge of this Deed of Trust to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said Property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the wavier by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence in connection with all matters pertaining to this Deed of Trust and all obligations secured by this Deed of Trust. Upon default by Trustor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement or covenant contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said Property or some part or parcel thereof is situated.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said Property on the date and at the time and place designated in said notice of sale, either as a whole or in separate

parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such Property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale. Trustee shall execute and deliver to the purchaser its deed conveying said Property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Beneficiary may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (a) the costs and expenses of exercising the power of sale and the sale, including the payment of Trustee's and attorney's fees; (b) costs of any evidence of title procured in connection with such sale and revenue stamps on the Trustee's deed; (c) all sums expended under the terms hereof, not then repaid; (d) all other sums then secured hereby; and (e) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the District Court of the County in which the sale took place.

16. Except as otherwise provided in this Deed of Trust, in the event of any sale, transfer, or conveyance of said property, the entire unpaid principal balance of the indebtedness secured hereby, together with accrued interest, shall become due and payable immediately at the option of Beneficiary, and shall be an additional event of default hereunder.

17. Upon the occurrence of any default under this Deed of Trust, Beneficiary shall have the option, in addition to a private sale pursuant to Section 15, to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recovery in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

18. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said Property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

19. This Deed of Trust shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. If Trustor constitutes more than one person or entity, all obligations of Trustor hereunder are joint and several. The term "**Beneficiary**" means the owner and holder, including any pledgee, of the note secured hereby. In this Deed of Trust, whenever the context requires, the masculine gender includes all other genders, and the singular number includes the plural.

20. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any

party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

21. This Deed of Trust shall be construed according to the laws of the State of Utah.

22. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address for Trustor hereinbefore set forth.

23. Trustor shall not voluntarily or involuntarily directly or indirectly sell, convey, pledge or encumber or otherwise alienate, transfer or assign any interest in the Property to any other person or entity (each such act, a "**Transfer**"). Any attempted or purported Transfer of any interest in the Property shall constitute an immediate default under this Deed of Trust.

24. Trustor represents and warrants that this Deed of Trust constitutes a first lien on the Property senior and superior to all other liens, encumbrances or judgments

25. Trustor shall not raze, remove or alter the existing building improvements on the Property unless and until it satisfies all of the following conditions: (i) a subdivision plat is approved and recorded providing for subdivision of the Property into at least one hundred sixty (160) lots designated for "Market Housing Units" (as defined below in this Section 25) and ninety-five (95) lots designated for "Affordable Housing Units" (as defined below in this Section 25); and (ii) Beneficiary, at its sole discretion, shall have approved the plans for the subdivision infrastructure improvements and the terms of any financing for the construction and completion of the subdivision infrastructure improvements. Any violation or breach of the covenant set forth in this Section 25 shall constitute a default under this Deed of Trust. "**Affordable Housing Units**" means the affordable housing lots or units so labeled on the subdivision plat which are required to be deed restricted and developed consistent with Resolution 17-99 of the Park City Council (without taking into account amendments after the date of this Agreement). "**Market Housing Units**" means, the hundred sixty (160) market value residential lots or units permitted by applicable land use approvals of Park City, acting in its governmental capacity, as labeled on the subdivision plat.

26. As provided in the next sentence, Beneficiary shall cause Trustee to provide partial reconveyances of subdivided lots after platting of at least one hundred sixty (160) lots designated for Market Housing Units and ninety-five (95) lots designated for Affordable Housing Units and completion of all subdivision infrastructure improvements. If, but only if, no default exists by Trustor under the Note or this Deed of Trust, or with the giving of notice or passage of time, or both, such a default would exist, then Beneficiary will cause the Trustee to release and reconvey of lots contained in future proposed Phases by Phase upon payment by Buyer of each of the three (3) installment payments as provided above, provided each future proposed Phase shall in good faith be reasonably consistent with the subdivision of the Property contemplated herein, with other approved Phases, shall tie in to existing Infrastructure Improvements, and shall as equally as reasonably possible balance acreage, developable lots, trails, paths, bridges and green space with all prior approved Phases.

***[The balance of this page is blank--
Signatures commence on next page]***

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust on the date first set forth above.

TRUSTOR:

IVORY DEVELOPMENT, LLC,
a Utah limited liability company

By: ____________________________________
Name: __________________________________
Its: ____________________________________

STATE OF UTAH)
ss.
COUNTY OF ___________)

On this _____ day of ________, 20___, before me, the undersigned, personally appeared ________________, the _____________ of IVORY DEVELOPMENT, LLC, a Utah limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

____
Notary Public

Commission Expires:

EXHIBIT "A"

TO DEED OF TRUST

Legal Description of Property

The real property located in Summit County, Utah described as follows:

Park City Heights Subdivision
A parcel of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a Park City Boundary Aluminum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running

thence North 00°19'41" East 1,474.01 feet along the West Section Line of said Section 11, also being along the Easterly Boundary Line of the Hidden Meadows Subdivision Annexation Plat recorded as Entry No. 425892 in the Office of the Summit County Recorder;
thence North 63°17'52" East 344.36 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;
thence North 75°52'07" East 1,501.92 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;
thence North 38°46'13" West 606.70 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;
thence North 39°40'23" West 214.68 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat to the North Section Line of said Section 11;
thence South 88°46'45" East 89.54 feet along the North Section Line of said Section 11 to the 1/16 Corner of said Section 2;
thence North 00°00'41" East 1,415.34 feet along the 1/16th Section Line of said Section 2 to the Southerly Right-of-Way Line of the abandoned Union Pacific Railroad Property;
thence North 68°35'10" East 611.63 feet along the Southerly Right-of-Way Line of said abandoned Union Pacific Railroad Property;
thence Northeasterly 622.07 feet along the arc of a 1,532.69 foot radius curve to the left (center bears North 21°24'50" West and the chord bears North 56°57'32" East 617.81 feet with a central angle of 23°15'16") along the Southerly Right-of-Way Line of said abandoned Union Pacific Railroad Property to the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);
thence South 89°20'19" East 143.65 feet along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);
thence Southeasterly 252.20 feet along the arc of a 2,814.90 foot radius curve to the right (center bears South 00°39'41" West and the chord bears South 86°46'19" East 252.11 feet with a central angle of 05°08'00") along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);

thence South 84°12'19" East 300.22 feet along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B) to the Westerly Right-of-Way Line of State Highway 40;

thence South 07°02'52" East 965.75 feet along the Westerly Right-of-Way Line of said State Highway 40;

thence South 07°03'48" East 1,299.91 feet along the Westerly Right-of-Way Line of said State Highway 40;

thence South 42°31'04" West 3,012.86 feet;

thence South 103.66 feet to the projection of the Northerly Boundary Line of the Morning Star Estates Subdivision recorded as Entry No. 376621 in the Office of the Summit County Recorder;

thence North 89°30'31" West 1,368.96 feet along the Northerly Boundary Line of said Morning Star Estates Subdivision and its projections thereof to the point of beginning.

Contains 8,518,648 Square Feet or 195.561 Acres

EXHIBIT D-1
TO
PURCHASE AND SALE AGREEMENT

Form of Special Warranty Deed

When Recorded Mail This Deed To:
Benson L. Hathaway, Esq. Kirton & McConkie
1800 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111

Tax Parcel Nos.:____________________

SPECIAL WARRANTY DEED

BOYER PARK CITY JUNCTION, L.C., a Utah limited liability company, as to a fifty percent (50%) undivided interest in the Property (as defined below) ("**Grantor**"), hereby CONVEYS and WARRANTS against all who claim by, through or under Grantor, to IVORY DEVELOPMENT COMPANY, LLC, a Utah limited liability company (**Grantee**"), for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all of Grantor's right, title and interest in and to that certain real estate (the "**Property**") located in Summit County, State of Utah which is more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference.

SUBJECT TO: (a) any and all matters of record or arising at law or equity; (b) any and all matters that would be disclosed by a physical inspection or ALTA survey of the Property.

WITNESS, the hand of said Grantors, this _____ day of ______________, 20__.

BOYER PARK CITY JUNCTION, L.C., a Utah limited liability company, by its Manager:

THE BOYER COMPANY, L.C., a Utah limited liability company

By: ______________________________________
Name: ____________________________________
Its: Manager

STATE of UTAH)
: ss.
COUNTY of SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of __________ 2011, by ____________________, as Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, the Manager of BOYER PARK CITY JUNCTION, L.C., a Utah limited liability company.

____
Notary Public

My Commission Expires:

Exhibit A
To
Special Warranty Deed

Legal Description of the Property

Park City Heights Subdivision
A parcel of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a Park City Boundary Aluminum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running

thence North 00°19'41" East 1,474.01 feet along the West Section Line of said Section 11, also being along the Easterly Boundary Line of the Hidden Meadows Subdivision Annexation Plat recorded as Entry No. 425892 in the Office of the Summit County Recorder;

thence North 63°17'52" East 344.36 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;

thence North 75°52'07" East 1,501.92 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;

thence North 38°46'13" West 606.70 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;

thence North 39°40'23" West 214.68 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat to the North Section Line of said Section 11;

thence South 88°46'45" East 89.54 feet along the North Section Line of said Section 11 to the 1/16 Corner of said Section 2;

thence North 00°00'41" East 1,415.34 feet along the 1/16th Section Line of said Section 2 to the Southerly Right-of-Way Line of the abandoned Union Pacific Railroad Property;

thence North 68°35'10" East 611.63 feet along the Southerly Right-of-Way Line of said abandoned Union Pacific Railroad Property;

thence Northeasterly 622.07 feet along the arc of a 1,532.69 foot radius curve to the left (center bears North 21°24'50" West and the chord bears North 56°57'32" East 617.81 feet with a central angle of 23°15'16") along the Southerly Right-of-Way Line of said abandoned Union Pacific Railroad Property to the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);

thence South 89°20'19" East 143.65 feet along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);

thence Southeasterly 252.20 feet along the arc of a 2,814.90 foot radius curve to the right (center bears South 00°39'41" West and the chord bears South 86°46'19" East 252.11 feet with a central angle of 05°08'00") along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);

thence South 84°12'19" East 300.22 feet along the Southerly Right-of-Way Line of

Richardson Flat Road (UDOT FAP 93-B) to the Westerly Right-of-Way Line of State Highway 40;

thence South 07°02'52" East 965.75 feet along the Westerly Right-of-Way Line of said State Highway 40;

thence South 07°03'48" East 1,299.91 feet along the Westerly Right-of-Way Line of said State Highway 40;

thence South 42°31'04" West 3,012.86 feet;

thence South 103.66 feet to the projection of the Northerly Boundary Line of the Morning Star Estates Subdivision recorded as Entry No. 376621 in the Office of the Summit County Recorder;

thence North 89°30'31" West 1,368.96 feet along the Northerly Boundary Line of said Morning Star Estates Subdivision and its projections thereof to the point of beginning.

Contains 8,518,648 Square Feet or 195.561 Acres

EXHIBIT D-2
TO
PURCHASE AND SALE AGREEMENT

Form of Special Warranty Deed

When Recorded Mail This Deed To:
Benson L. Hathaway, Esq. Kirton & McConkie
1800 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111

Tax Parcel Nos.:____________________

SPECIAL WARRANTY DEED

PARK CITY MUNICIPAL CORPORATION, a municipal corporation of the State of Utah, as to a fifty percent (50%) undivided interest in the Property (collectively "**Grantor**"), hereby CONVEYS and WARRANTS against all who claim by, through or under Grantor, to IVORY DEVELOPMENT COMPANY, LLC, a Utah limited liability company (**Grantee**"), for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all of Grantor's right, title and interest in and to that certain real estate (the "**Property**") located in Summit County, State of Utah which is more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference.

SUBJECT TO: (a) any and all matters of record or arising at law or equity; (b) any and all matters that would be disclosed by a physical inspection or ALTA survey of the Property.

WITNESS, the hand of said Grantors, this _____ day of __________, 20__.

PARK CITY MUNICIPAL CORPORATION, a municipal corporation of the State of Utah

By: ____
Name: _____________________________________
Its: ____

STATE of UTAH)
: ss.
COUNTY of SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of __________ 2011, by _____________________, as the _________________________________ of Park City Municipal Corporation, a municipal corporation of the State of Utah.

____
Notary Public

My Commission Expires:

Exhibit A
To
Special Warranty Deed

Legal Description of the Property

Park City Heights Subdivision
A parcel of land located in the South Half of Section 2 and portions of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a Park City Boundary Aluminum Cap marking the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running

thence North 00°19'41" East 1,474.01 feet along the West Section Line of said Section 11, also being along the Easterly Boundary Line of the Hidden Meadows Subdivision Annexation Plat recorded as Entry No. 425892 in the Office of the Summit County Recorder;

thence North 63°17'52" East 344.36 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;

thence North 75°52'07" East 1,501.92 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;

thence North 38°46'13" West 606.70 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat;

thence North 39°40'23" West 214.68 feet along the Easterly Boundary Line of said Hidden Meadows Subdivision Annexation Plat to the North Section Line of said Section 11;

thence South 88°46'45" East 89.54 feet along the North Section Line of said Section 11 to the 1/16 Corner of said Section 2;

thence North 00°00'41" East 1,415.34 feet along the 1/16th Section Line of said Section 2 to the Southerly Right-of-Way Line of the abandoned Union Pacific Railroad Property;

thence North 68°35'10" East 611.63 feet along the Southerly Right-of-Way Line of said abandoned Union Pacific Railroad Property;

thence Northeasterly 622.07 feet along the arc of a 1,532.69 foot radius curve to the left (center bears North 21°24'50" West and the chord bears North 56°57'32" East 617.81 feet with a central angle of 23°15'16") along the Southerly Right-of-Way Line of said abandoned Union Pacific Railroad Property to the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);

thence South 89°20'19" East 143.65 feet along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);

thence Southeasterly 252.20 feet along the arc of a 2,814.90 foot radius curve to the right (center bears South 00°39'41" West and the chord bears South 86°46'19" East 252.11 feet with a central angle of 05°08'00") along the Southerly Right-of-Way Line of Richardson Flat Road (UDOT FAP 93-B);

thence South 84°12'19" East 300.22 feet along the Southerly Right-of-Way Line of

Richardson Flat Road (UDOT FAP 93-B) to the Westerly Right-of-Way Line of State Highway 40;

thence South 07°02'52" East 965.75 feet along the Westerly Right-of-Way Line of said State Highway 40;

thence South 07°03'48" East 1,299.91 feet along the Westerly Right-of-Way Line of said State Highway 40;

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thence South 103.66 feet to the projection of the Northerly Boundary Line of the Morning Star Estates Subdivision recorded as Entry No. 376621 in the Office of the Summit County Recorder;

thence North 89°30'31" West 1,368.96 feet along the Northerly Boundary Line of said Morning Star Estates Subdivision and its projections thereof to the point of beginning.

Contains 8,518,648 Square Feet or 195.561 Acres

EXHIBIT E
TO
PURCHASE AND SALE AGREEMENT

Addresses For Notices

If to Seller:

Boyer Park City Junction, L.C.
c/o The Boyer Company, L.C.
90 South 400 West, Suite 200
Salt Lake City, Utah 84101
Attention: Patrick Moffat
Facsimile No.: (801) 521-4793

and

Park City Municipal Corporation
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060-1480
Attention: Tom Bakaly, City Manager
Phyllis Robinson, Community Public Affairs Manager

With a copy to:

Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84011
Attention: David E. Gee
Facsimile No.: (801) 532-7750

and

City Attorney
450 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060
Attention: Mark D. Harrington
Facsimile No.: (435) 615-4916

If to Buyer:

Ivory Development, LLC
978 East Woodoak Lane
Salt Lake City, Utah 84117
Attention: Christopher Gamvroulas
Facsimile No.: (___) ___-____

With a copy to:

Benson L. Hathaway, Esq. Kirton & McConkie
1800 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111
Facsimile No.: (801) 321-4893

EXHIBIT F
TO
PURCHASE AND SALE AGREEMENT

Copy of Proposed Phase I Plat

EXHIBIT G
TO
PURCHASE AND SALE AGREEMENT

Bonding

The City shall use its best efforts to finance the Bonded Improvements with proceeds from special assessment bonds (the "**Bonds**"). The Bonds and the related assessments are authorized under Utah Code Section 11-42-1, et seq., the Assessment Area Act (the "**Act**"). Under the Act cities shall be authorized to create a special assessment district and make public improvements. The mprovements will be paid for from Bond proceeds. The Bonds shall be repaid from recorded assessments against each Affordable Housing Unit and/or Market Housing Unit benefitting from the improvements. The assessment will create a super-lien on the assessed properties, i.e., it will be above all mortgage liens and equivalent to a tax lien. The assessment lien is released against an individual property when the owner has paid the full amount of the assessment lien. This structure assumes that the property has been, or will be by time of the bonding, subdivided into its final parcel configuration.

The Bonds will be structured so that assessments may be paid at any time but in all events shall be paid no later than 36 months after actual issuance of the Bonds. Buyer must pay all accrued interest on the Bonds. The Bonds are expected to bear a tax-exempt rate of interest which may be fixed or variable. The interest rate payable on the assessment may include a charge for ongoing City costs incurred for administration of the assessment area. The interest due upon payment of an assessment may include interest accruing on the Bonds until the Bonds can be redeemed, typically 30-40 days after payment of the assessment.

The amount of the assessment may include the estimated or actual cost of the Bonded Improvements, interest on any interim warrants or bond anticipation notes, contingency of not more than 10%, overhead costs not to exceed 15% of hard costs and up to 10% to fund a reserve fund for the Bonds. As a condition to issuance of bonds, the total assessments may not exceed 1/3 the estimated appraised value of the improved properties after the improvements have been made. Any surplus at the final retirement of all financial obligations will be rebated to the property owners at that time.
The assessments against each individual lot may be pro rata, per square foot of lot size, by frontage or any other reasonable standard as decided by the City and approved following a Board of Equalization hearing. The City may have different zones within the assessment area where different assessment rates apply.

If special assessment bonds cannot be utilized for the full funding of the Bonded Improvements, the City reserves the right to employ other financing mechanisms alone or in combination, including funding by the City, the Bonded Improvements, while still imposing the same payment obligations on the Developer.

EXHIBIT H
TO
PURCHASE AND SALE AGREEMENT

Form of Guaranty
(attached)

GUARANTY

THIS GUARANTY (this "Guaranty") is executed as of the _____ day of _________, 2011, by **IVORY LAND CORPORATION**, a Utah corporation, whose notice address is 978 East Woodoak Lane, Salt Lake City, Utah 84117(the "Guarantor"), in favor of each of the following (collectively, the "Lender") (i) **BOYER PARK CITY JUNCTION, L.C.**, a Utah limited liability company, whose address is 90 South 400 West, Suite 200, Salt Lake City, Utah 84101, Attn: Patrick Moffat; and (ii) **PARK CITY MUNICIPAL CORPORATION**, a municipal corporation of the State of Utah acting only as an owner of certain interest in land and not in its governmental capacity, whose address is 445 Marsac Avenue, P.O. Box 1480, Park City, Utah 84060, Attn: Phyllis Robinson.

FOR THE SUM OF TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Guarantor agrees with Lender as follows:

1. Definitions. As used in this Guaranty, each of the following terms shall have the indicated meaning:

1.1. "Borrower" means IVORY DEVELOPMENT, LLC, a Utah limited liability company.

1.2. "Loan" means the loan made by Lender to Borrower in the principal amount of Ten Million Five Hundred Thousand and No/100 Dollars ($10,500,000.00).

1.3. "Loan Documents" means, collectively, all instruments, documents and agreements executed by Borrower in connection with the Loan (whether executed prior to or after the date of this Guaranty), together with all renewals, extensions, substitutions, replacements, modifications, increases and consolidations of, and all changes, amendments and supplements to, such instruments, documents and agreements, including, without limitation, the following:

1.3.1. Promissory Note (Secured by Deed of Trust) (the "Note"), in the original principal amount of the Loan, dated of even date with this Guaranty, executed by Borrower in favor of Lender; and

1.3.2. Deed of Trust (Securing Future Advances), dated of even date with this Guaranty, executed by Borrower, as trustor, in favor of Lender, as beneficiary.

1.4. "Obligations" means, collectively, the payment of all indebtedness and the performance of all other obligations owed to Lender under or in any way related to the Loan Documents or the Loan, whether such indebtedness and obligations now exist or arise after the date of this Guaranty, are secured or unsecured, direct or indirect, absolute or contingent, or due or to become due or are principal, interest, penalties, fees, expenses or other amounts, and shall include, without limitation, any obligations under the Loan Documents which expressly survive the termination of the Loan Documents or the payment of the Loan.

2. Description of Transaction. Lender has agreed to make the Loan to Borrower if, but only if, the Obligations are guaranteed by Guarantor. Guarantor has a substantial direct or indirect financial or other interest in, or relationship with, Borrower, has received and reviewed carefully, and is familiar with, all of the Loan Documents and is, therefore, willing to execute and deliver this Guaranty in favor of Lender.

3. Guaranty. Guarantor irrevocably, absolutely and unconditionally guarantees to Lender the due, punctual and complete payment and performance of the Obligations, when and as the same become due, whether at stated maturity, on acceleration or otherwise. Such guaranty is an immediate, independent, direct, primary and continuing guaranty of payment and performance and not of collection, and is in no way conditioned or contingent on any matter or occurrence, including, without limitation, any attempt to collect the Obligations from Borrower, any other person obligated with respect to the Obligations, any other guarantor of the Obligations or any collateral given as security for the Obligations. If any or all of the Obligations are not paid or performed when and as the same become due, Guarantor shall, on notice of such failure, immediately pay or perform (as the case may be) the same at the place and manner specified in the Loan Documents. On the occurrence of any of the following:

3.1. the bankruptcy or insolvency or, if an entity, the dissolution of Borrower;

3.2. the inability of Borrower to pay Borrower's debts as they become due;

3.3. an assignment for the benefit of creditors by Borrower; or

3.4. any other similar proceeding alleging insolvency or inability of Borrower to pay debts as they become due,

Guarantor shall immediately pay to Lender on demand the full amount which would be payable if all of the Obligations were then due and payable.

4. Subsequent Occurrences. The obligations of Guarantor under this Guaranty shall remain in full force and effect notwithstanding the occurrence of any of the following, and Guarantor expressly consents to, and waives any effects of, the following:

4.1. any transfer, assumption, modification, change, amendment, substitution, replacement, addition, consolidation, exchange, renewal, extension, cancellation, discharge, consent, release, impairment (including destruction by fire or other casualty, whether or not insured), surrender, settlement, subordination, compromise, indulgence, action, inaction, waiver or non-perfection of or relating to the Obligations, any collateral held as security for the Obligations or any instrument, document or agreement entered into in connection with the Obligations, including, without limitation, the Loan Documents;

4.2. any change in the existence structure or ownership of Borrower (if Borrower is a partnership, corporation, trust, association or other entity), or any insolvency, bankruptcy, liquidation, reorganization, arrangement, readjustment, composition, dissolution or other proceeding involving or affecting Borrower or any other guarantor or their respective assets;

4.3. any change in the amount, time, manner, place of payment or any other term of the Obligations;

4.4. any invalidity or unenforceability of the Obligations or the Loan Documents, or any applicable law, ordinance, rule or regulation purporting to prohibit the payment or performance of the Obligations;

4.5. the full or partial release from liability of Borrower, any guarantor, or any other person liable for payment or performance of the Obligations (whether such liability now exists or arises after the date of this Guaranty);

4.6 the full or partial release or impairment (inadvertent or otherwise) of all or any portion of any real or personal property encumbered by the Loan Documents; or

4.7. any other cause or circumstance which would or might in any manner or to any extent vary the risk of Guarantor or which would or might otherwise operate as a discharge of Guarantor as a matter of law or equity, whether or not Guarantor has notice or knowledge of any of the foregoing.

5. Waiver. Guarantor unconditionally waives to the fullest extent permitted by law, and agrees not to assert or take advantage of, any of the following, and agrees that none of the following shall impair in any way the obligations of Guarantor under this Guaranty:

5.1. notice of any of the matters referred to in Paragraph 4;

5.2. actions or notices which may be required by any applicable law, ordinance, rule or regulation to preserve any rights of Lender against Borrower, Guarantor or any party obligated in connection with the Loan including, without limitation, presentment, protest, notice of protest, dishonor, nonpayment, nonperformance or acceptance, or notice of any matter regarding Borrower, the Loan, the Loan Documents or the Obligations, or demand for payment or performance, to Borrower, Guarantor or any other party obligated in connection with the Loan Documents;

5.3. any right to participate in any security for the Obligations held by Lender (whether such security is now held or is acquired after the date of this Guaranty);

5.4. any requirement of diligence on the part of Lender;

5.5. any right or power of Borrower or any other person to assert any claim or defense as to the genuineness, regularity, validity or enforceability of the Loan Documents or the Obligations;

5.6. any defense that may arise by reason of the incapacity, lack of authority, death or disability of Borrower or others, or the failure of Lender to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of Borrower;

5.7. any defense based on any act or an election of remedies (including, if available, an election to proceed by nonjudicial foreclosure) by Lender which destroys or otherwise impairs the subrogation rights of Guarantor or the right of Guarantor to proceed against Borrower or the collateral securing the Obligations for reimbursement;

5.8. any defense arising as a result of Lender's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code;

5.9. any defense based on any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code; and

5.10. any right Guarantor may have in the form of a "one-action rule" or rules regarding deficiency actions which might require Lender to proceed against or to exhaust any security held by Lender, or to pursue any other remedy before proceeding against Guarantor, including, without limitation, any rights existing on or after the date of this Guaranty under Sections 57-1-32 or 78(B)-6-901(1) of the Utah Code as amended, and any successor to such Sections.

6. Discharge; Reinstatement. Guarantor's obligations under this Guaranty shall remain in full force and effect, and all obligations of Borrower to Guarantor are subject, subordinate, inferior and junior, and shall in all respects and for all purposes remain subject, subordinate, inferior and junior, to the right, title and interest of Lender under the Loan Documents, until the Obligations have been paid and performed in full in accordance with the terms of the Loan Documents, and for a period of thirteen (13) months after such payment and performance in full. The rights and remedies of Lender under this Guaranty are cumulative and shall not be exhausted by Lender's exercise of any of Lender's rights or remedies under this Guaranty against Guarantor or by any number of successive actions unless and until all of the Obligations have been paid and performed in full. Guarantor absolutely waives any rights which Guarantor may acquire against Borrower by way of subrogation under this Guaranty or by virtue of a claim for contribution, reimbursement, indemnification or otherwise, as a result of any payment made under this Guaranty or otherwise, which waiver shall continue for a period of thirteen (13) months after the Obligations have been paid and performed in full. If any payment is made by Borrower to Guarantor on account of such subrogation or other rights, the entirety of such payment shall immediately be remitted to Lender to be credited and applied, in the sole discretion of Lender, on any of the Obligations. If at any time the payment of any amounts due under the Loan Documents is rescinded or must be restored or returned on the insolvency, bankruptcy or reorganization of Borrower or for any other reason, Guarantor's obligations under this Guaranty with respect to such payment shall be reinstated at such time as though such payment had not been made.

7. Change in Obligations. Any instrument, document or agreement relating in any way to the Loan Documents or the Obligations which is executed and delivered by Borrower subsequent to the execution and delivery of the Loan Documents shall, whether or not approved or consented to by Guarantor, automatically become a part of the Loan Documents, and all of Guarantor's agreements in this Guaranty shall apply to the Loan Documents and to the Obligations as modified by such subsequent instrument, document or agreement. If for any reason the arrangement provided for in the foregoing sentence is held to be ineffective with respect to Guarantor under a particular set of circumstances, and if Guarantor failed to approve or consent to any such subsequent instrument, document or agreement, the effect shall not be to work a discharge of Guarantor under this Guaranty or to reduce or impair in any way Guarantor's obligations under this Guaranty; rather, such subsequent instrument, document or agreement shall merely be ineffective as against the non-consenting Guarantor to increase Guarantor's obligations or liabilities under this Guaranty. The provisions of this Paragraph are not intended to and shall not modify or amend any other provision contained in this Guaranty.

8. Liability of Guarantor. The execution of this Guaranty by any one or more of the Guarantors, if more than one, is not conditioned on the execution of this Guaranty by the other Guarantors named in this Guaranty, and this Guaranty shall be and is fully binding on each of the Guarantors irrespective of whether the other Guarantors named in this Guaranty execute this Guaranty or may be released or discharged from liability under this Guaranty (regardless of the reason or basis for any such release or discharge and regardless of whether or not the same is consented to by the Guarantors not so released or discharged). All persons executing this Guaranty shall be jointly and severally liable. Guarantor's obligations under this Guaranty are independent of the obligations of Borrower, and a separate action or actions may be brought and prosecuted against Guarantor irrespective of whether an action is brought against Borrower or whether Borrower is joined in any such action or actions. Lender may bring an action to enforce this Guaranty prior to, contemporaneously with or subsequent to bringing an action against Borrower. Guarantor's obligations under this Guaranty are independent of the obligations of each other Guarantor, and a separate action or actions may be brought and prosecuted against one or more Guarantors irrespective of whether an action is brought against any other Guarantor or whether any other Guarantor is joined in any such action or actions. Lender may bring an action to enforce this Guaranty against one or more Guarantors prior to, contemporaneously with or subsequent to bringing an action against any other Guarantor. Lender shall not be required to exhaust Lender's remedies against Borrower or any guarantor other than Guarantors, proceed against any collateral given as security for the Obligations or pursue any other remedies before exercising any of Lender's rights or remedies under this Guaranty. Lender may, in its sole discretion and at any time, transfer, sell or assign all or a portion of Lender's interest under the Loan Documents or this Guaranty, and notwithstanding such transfer, sale or assignment, Guarantor's obligations under this Guaranty shall continue uninterrupted for the benefit of Lender and Lender's successors and assigns.

9. Financial Covenants. Guarantor shall at all times while the Loan is outstanding comply with the following financial covenants (and any failure to comply with such financial covenants shall constitute an Event of Default under the Loan Documents):

9.1 Guarantor shall not sell, convey, transfer, assign, dispose of or further encumber any of Guarantor's properties or assets, or any right, title or interest, or any part hereof, or enter into a lease thereof or an undivided interest therein, either voluntarily or involuntarily, or otherwise, except for fair value on terms consistent with transactions on an arm's length basis, if such sale, conveyance, transfer, assignment, disposition or other encumbrance would have a material adverse affect, either individually or in the aggregate, on Guarantor's ability to perform its obligations under this Guaranty.

9.2 Guarantor shall deliver to Lender financial statements of Guarantor as required by Lender.

10. Attorneys' Fees. If Lender brings suit to enforce or interpret this Guaranty or the Loan Documents, or for damages on account of the breach of a covenant, representation or warranty contained in this Guaranty or in the Loan Documents, Lender shall be entitled to recover from Guarantor Lender's reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which Lender is entitled, together with interest thereon at the Default Interest Rate (as defined in the Note).

11. Waiver of Jury Trial. **GUARANTOR AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN GUARANTOR AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS GUARANTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN.**

12. Miscellaneous. Time is of the essence of this Guaranty and each and every provision of this Guaranty. This Guaranty shall be governed by and construed and interpreted in accordance with the laws (excluding the choice of laws rules) of the state of Utah. In any litigation in connection with or to enforce this Guaranty, Guarantor irrevocably consents to and confers personal jurisdiction on the courts of the state of Utah or the United States located within the state of Utah and expressly waives any objections as to venue in any such courts. Nothing contained herein shall, however, prevent Lender from bringing any action or exercising any rights within any other state or jurisdiction or from obtaining personal jurisdiction by any other means available under applicable law. This Guaranty shall be binding on Guarantor and shall inure to the benefit of Lender and their respective successors, assigns, heirs and legal representatives, and, in particular, shall be enforceable by and for the benefit of any holder of the Obligations. If any provision of this Guaranty is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Guaranty and shall in no way affect any other provision of this Guaranty. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. No waiver by Lender of any breach or default of Guarantor shall be considered to be a waiver of any other breach or default. A modification of or amendment to any provision contained in this Guaranty shall be effective only if the modification or amendment is in writing and signed by both Guarantor and Lender. Each individual executing this Guaranty does represent and warrant to Lender that such individual has been duly authorized to execute and

deliver this Guaranty in the capacity and for the entity set forth where such individual signs. This Guaranty may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this Guaranty, it shall not be necessary to produce or account for more than one such counterpart signed by each Guarantor.

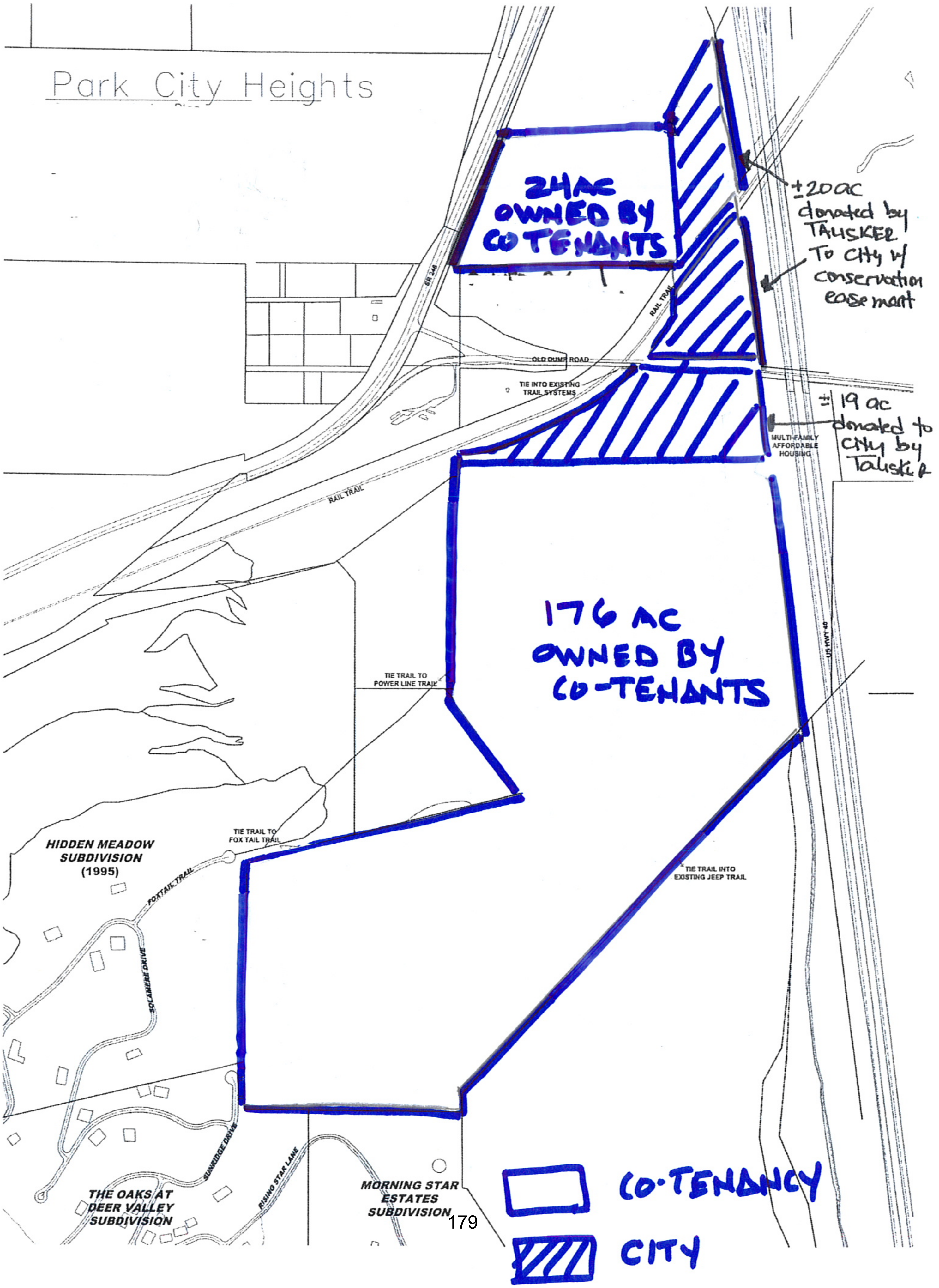
GUARANTOR has duly executed and delivered this Guaranty, to be effective as of the date first above written.

<u>GUARANTOR</u>:

IVORY LAND CORPORATION, a Utah corporation

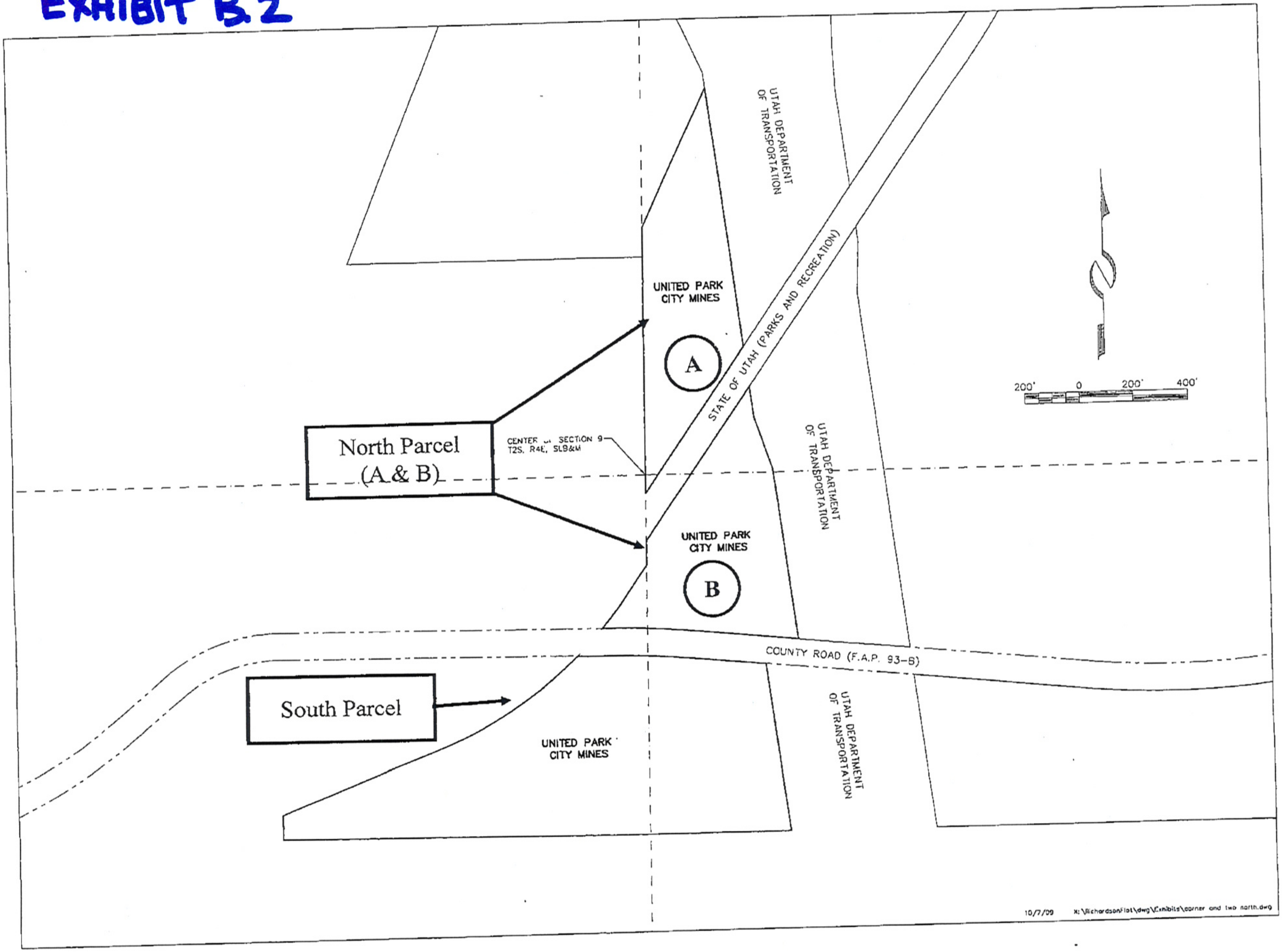
By:______________________________________
Name:____________________________________
Date:_____________________________________

EXHIBIT B.1



Park City Heights
24 AC OWNED BY CO TENANTS
±20 ac donated by TALISKER To city w/ conservation easement
SR 248
RAIL TRAIL
OLD DUMP ROAD
TIE INTO EXISTING TRAIL SYSTEMS
±19 ac donated to city by Talisker
MULTI-FAMILY AFFORDABLE HOUSING
RAIL TRAIL
176 AC OWNED BY CO-TENANTS
US HWY 40
TIE TRAIL TO POWER LINE TRAIL
TIE TRAIL TO FOX TAIL TRAIL
HIDDEN MEADOW SUBDIVISION (1995)
FOXTAIL TRAIL
TIE TRAIL INTO EXISTING JEEP TRAIL
SOLAMERE DRIVE
SUNRIDGE DRIVE
RISING STAR LANE
THE OAKS AT DEER VALLEY SUBDIVISION
MORNING STAR ESTATES SUBDIVISION
CO-TENANCY
CITY

EXHIBIT B.2


UTAH DEPARTMENT OF TRANSPORTATION
UTAH DEPARTMENT OF TRANSPORTATION
UTAH DEPARTMENT OF TRANSPORTATION
STATE OF UTAH (PARKS AND RECREATION)
UNITED PARK CITY MINES
A
UNITED PARK CITY MINES
B
UNITED PARK CITY MINES
North Parcel (A & B)
South Parcel
CENTER SECTION 9 T2S, R4E, SLB&M
COUNTY ROAD (F.A.P. 93-B)
200' 0 200' 400'
10/7/09
X:\RichardsonFlat\dwg\Exhibits\corner and two north.dwg

City Council
Staff Report

Subject:	**Amendments to Regulations on Temporary Business Licensing Requirements**
Authors:	**Jonathan Weidenhamer**
Department:	**Sustainability**
Date:	**November 17, 2011**
Type of Item:	**Legislative**

Summary Recommendations:
Staff recommends City Council hold a public hearing and approve: A resolution to amend Section 4 and replace the fee schedule in its entirety; and the attached ordinance that amends how temporary business uses are regulated, including the following specifics:

1. Amend Section 4-1-1.20 of the Park City Code, Engaging in Business to clarify that Gifting is conducting business;
2. Create Section 4-1-1.22 to define Gifting;
3. Amend Section 4-2-16 to clarify how more than one vendor in a single tenant space is regulated;
4. Amend 4-2.21(D) to clarify existing fee exemptions for individual vendors at conventions and trade shows will not apply during the Film Festival and to reinforce that if point of sales transactions are taking place licensing is required year round;
5. Amend 4-3-9 to create a stand-alone category of temporary business licensing during Sundance Film Festival.
6. Amend Section 4.3 of the Park City Fee Schedule to reflect the changes to Section 4-3-9 of the Municipal Code.
7. Support administrative changes to licensing forms that allow for “umbrella organization” be a point of contact for single-addressed spaces that have multiple vendors, provided each vendor engaged in business pays all applicable individual inspection, sign and licensing fees.

Topic/Description:
Temporary business and gifting during Sundance Film Festival.

Background:
Convention Sales Licensing has long been a part of the Code to facilitate conventions and tradeshows in hotels. However, during the Sundance Film Festival, temporary and non-traditional business activity un-affiliated with the Sundance Institute has become much more prevalent as the Film Festival has evolved and it has been difficult to recover City costs associated with these increases.

In setting businesses license fees during the Sundance festival, Council must continue to weigh allowing the free market to encourage private businesses to realize positive economic impacts that temporary rentals bring, versus undercutting the potential long-term economic viability of the special event partner by not only allowing, but facilitating additional opportunities for interests directly harmful to (or at least reducing the value of) their sponsorships. The direct impacts of the temporary licensing are also huge in terms of staff time, physical changes to structures, load in and out, parking, maximizing temporary occupancy, traffic and other health, safety and welfare issues.

The original consensus as to why the City does not have more basic temporary licensing structure was in order to avoid undercutting the viability of the brick and mortar businesses, while preserving a business environment compatible with the historic uses and design of Old Town. The problem with the hardline approach evidenced itself in the 1990s and 2000s as commercial activity crept into the residential areas. So, the City made a conscious effort to bring the activity back to Main Street and other commercial areas to better manage the adverse impacts. However, the Code was not adjusted to deal with licensing these business activities directly and the City continued to the use the convention licensing for broader temporary uses.

A number of these businesses would like to continue to have the ability to allow subletting during events, despite the very same impacts upon long term contracted event partners. Therefore, the City is caught trying to balance these conflicting goals and economic development strategies. At a more basic level, there is also the question of simply being a world class host, neighbor and partner.

On November 3, 2011, a work session was held with City Council on this topic. Council gave direction to:

1. Pursue immediate code amendments to address temporary businesses and gifting during the Sundance Film Festival; and
2. Begin a dialogue with stakeholders to consider longer term amendments to business licensing codes

Analysis
The attached Ordinance includes Code amendments to address immediate Council goals related to Gifting and regulating temporary business including:

<u>Clarifying that Gifting is business</u> - Sections 4-1-1.20 & 4-1-1.22
"Gifting" will now be a defined term. The definition includes hospitality, exhibition, promotional and other related activities. The definition of "Engaging in Business" is clarified to recognize Gifting as conducting business.

<u>All vendors licensed individually</u> – Section 4-2-16
There was consensus from Council that each individual vendor shall be licensed individually if they are physically present regardless of whether they are sharing space. The Historic Park City Alliance (HPCA) believes, and Economic Development staff concurs, that the current process that requires each individual vendor to apply for a license individually within the same address is not user friendly.

Staff proposes administrative changes to licensing forms that allow for an “umbrella organizer” to be a point of contact and applicant for single-addressed spaces that have multiple vendors, provided each vendor engaged in business provides a valid Utah sales tax identification number and pays all applicable individual inspection, sign and licensing fees (Exhibit A). This change will apply in the case where the temporary business is going into an “assembly” space. The promoter or organizer who is responsible for the entire space will get an umbrella license with the number of individual vendors each being charged a flat convention license rate plus applicable inspection and sign fees.

This option will not be available to temporary businesses going into non-assembly spaces (i.e. retail), or broader umbrella organizers who use multiple, and separately addressed spaces (i.e. Town Lift).

<u>Fee Exemptions for Conventions & Trade Shows</u> – Section 4-2.21(D)
Current language exempts individuals exhibiting goods concurrent with and as an adjunct to group displays, trade shows or conventions from fee requirements, provided the convention has a license. Because exhibiting will be included in the definition of “Gifting” and Gifting is Engaging in Business, and does not fall under the exception to Business Revenue License Fee and therefore requires a separate business license, further changes are proposed to distinguish gifting from exhibiting concurrent to and as an adjunct to a convention. Changes to this section will:

- Clarify that the existing fee exception for individuals exhibiting goods concurrent with and as an adjunct to group displays, trade shows or conventions will not apply during the Film Festival;
- Reinforce that if point of sales transactions are taking place, separate licensing is required no matter what time of year and the exception doesn’t apply.

Longer term, staff will continue to work with local business stakeholders and will revisit this Section in order to clarify its application during the rest of the year.

<u>Separate type of convention sales license for Sundance Film Festival</u> – Section 4-3-9 of the Municipal Code and Section 4.3 of the Fee Schedule
Staff recommends differentiating between traditional conventions and tradeshows from temporary gifting and promotional activity which occurs during the Sundance Film Festival. Rather than introduce a temporary business license, staff recommends making amendments within the existing convention sales licensing code. The proposed changes intend to treat all non-MFL locations equally during the festival, to reinforce and facilitate keeping commercial activity out of residential neighborhoods, and to regulate business activity so it is safe and covers City costs.

Codifying this specific language will clarify the requirements during Sundance when non-traditional business activity is taking place. Further work with affected stakeholders will be pursued by staff over the next few months to facilitate dialogue on stated concerns from the business community on the Convention Sales license for the rest of the year.

<u>Longer term consideration of additional changes</u>
We believe further clarifications to the code may be necessary including, but not limited to:

- Ensure the fees cover the impacts;
- Continue working with Sundance Institute, HPCA , Lodging and other stakeholders to ensure a business friendly licensing system;
- Ensure that staff time required to administer temporary licensing does not negatively impact the City's ability to provide timely and adequate services to the Sundance Film Festival and other members of the community.
- Clarify conventions and trade shows license, fee and inspection requirements.

Staff anticipates framing a policy dialogue with Council through spring next year, along with a fee study to update fees.

Significant Impacts
The Chamber and Lodging Association along with the HPCA continue to support code changes to simplify and update licensing codes to be more business friendly.

Recommendation:
Staff recommends City Council hold a public hearing and approve: A resolution to amend Section 4 and replace the fee schedule in its entirety; and the attached ordinance that amends how temporary business uses are regulated, including the following specifics:

1. Amend Section 4-1-1.20 of the Park City Code, Engaging in Business to clarify that Gifting is conducting business;
2. Create Section 4-1-1.22 to define Gifting;
3. Amend Section 4-2-16 to clarify how more than one vendor in a single tenant space is regulated;
4. Amend 4-2.21(D) to clarify existing fee exemptions for individual vendors at conventions and trade shows will not apply during the Film Festival and to reinforce that if point of sales transactions are taking place licensing is required year round;
5. Amend 4-3-9 to create a stand-alone category of temporary business licensing during Sundance Film Festival.
6. Amend Section 4.3 of the Park City Fee Schedule to reflect the changes to Section 4-3-9 of the Municipal Code.
7. Support administrative changes to licensing forms that allow for "umbrella organization" be a point of contact for single-addressed spaces that have multiple vendors, provided each vendor engaged in business pays all applicable individual inspection, sign and licensing fees.

Exhibits
Draft Ordinance
Draft Resolution for Fee Schedule
Exhibit A Updated Convention and Sales License Application

Ordinance No. 11-

AN ORDINANCE AMENDING SECTIONS: 4-1-1.20; 4-2-16; 4-2-21(D); 4-3-9; and CREATING SECTION 4-1.1.22 OF THE PARK CITY,MUNICIPAL CODE TO CLARIFY HOW TEMPORARY BUSINESSES AND GIFTING ARE REGULATED DURING THE SUNDANCE FILM FESTIVAL

WHEREAS, the Park City Code places limitations on temporary business activity to minimize impacts on the long term vitality of brick and mortar businesses as well as contracted master festival license holders that provide broad benefits to the Community;

WHEREAS, the City Council finds that it is in the public interest to regulate temporary business uses because they create disproportionate impacts to providing City services including staff time, physical impact on structures, load-in and load-out, parking, maximization of temporary occupancy, traffic and other health, safety and welfare issues;

WHEREAS, public hearings were duly held before City Council on November 17, 2011; and

WHEREAS, public notice and opportunity to comment were provided, pursuant to the Municipal Code; and

WHEREAS, the City Council finds and determines that, allowing temporary uses of permanent spaces allows private business owners to realize positive economic impacts from temporary rentals while encouraging commercial activity to remain in commercial districts and managing adverse impacts; and

WHEREAS, the City Council finds the proposed amendments in the best interest of the residents of Park City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PARK CITY, UTAH, THAT:

<u>SECTION I. FINDINGS</u>. The above-recitals are hereby incorporated herein as findings.

<u>SECTION II. AMENDMENTS TITLE 4 OF THE MUNICIPAL CODE</u>.

The following amendments shall be made to Chapter 4 of the Municipal Code of Park City, as follows:

4- 1- 1. DEFINITIONS.

4-1-1.20 **<u>ENGAGING IN BUSINESS</u>**. Includes all activities engaged in within the corporate limits of Park City carried on for the purpose of gain or economic profit, except that the acts of employees rendering service to employers shall not be included in the term business unless otherwise specifically prescribed. "Engaging in business" includes but is not limited to: the sale or rental of tangible personal or real property at retail or wholesale; the manufacturing of goods or property and the rendering of personal services for others for a consideration by persons engaged in any profession, trade, craft, business, occupation, or other calling, except the rendering of personal services by an employee to his employer under any contract of personal employment; each manufacturing or originating company whether individually occupying a premise or co-locating and conducting Gifting shall be required to obtain an individual business license for that business activity if physically present.:

4-1-1.22 GIFTING– Includes various hospitality, gifting, filming, display, exhibiting or promotional use of goods, not for sale and other related activity that are marketing or promoting tools in which goods are given or traded to the public in general or desirable people so that the product will be associated with those people and appear in publications, media, internet, etc. and give the product exposure. Gifting is not just the display of goods with the hopes of future orders; it involves actually giving the product away, where the consideration for the gift is the exposure of the product; and includes direct or indirect interaction with customers, potential customers in order to increase awareness of a product, service or company.

. . . . .

4-2-16 SEPARATE BUSINESSES, LICENSED PREMISES.

Where two (2) or more persons conduct separate businesses at the same location, each such person shall provide individual Utah tax identification number, ~~obtain a separate license~~ be responsible for all required licensing, inspections and sign permits for each such business and pay the required ~~license~~ fees for such business. Where a person is a licensee pursuant to provisions in the beer and liquor licensing chapter of this Title, that person shall obtain a separate business license for each licensed premises.

. . . .

4- 2-21. EXCEPTIONS TO BUSINESS REVENUE LICENSE FEE.

No business license fee shall be imposed under this Chapter upon the following persons or businesses:

. . . . .

(D) Provided there are no point of sale transactions, a~~A~~ny individual vendor, person, firm, or corporation Gifting, exhibiting, marketing or promoting goods ~~for sale~~ concurrent with and as an adjunct to a group display, meeting or convention duly authorized to be held; provided that the convention is duly licensed under other applicable ordinances. This exception does not apply during the Sundance Film Festival;

. . . .

4-3-9 CONVENTION SALES AND ~~OLYMPIC COMMERCIAL~~ HOSPITALITY.

TYPE 1 - Convention Sales and Hospitality License. The Finance Department may issue licenses for a period not to exceed two (2) weeks for temporary use of convention, meeting, event and other assembly rooms within any licensed convention, ~~or~~ meeting or assembly facility for the purpose of temporary exhibiting, marketing, displaying, Gifting or promoting of goods or services ~~whether in conjunction with a convention or not~~. Solicitation of orders for future sales or deliveries of goods or services is permissible without licensure. Any person or business that is conducting point of sales transactions will be required to have separate licensing whether in conjunction with a convention or not. This type of license will not be available during the Sundance Film Festival.

TYPE 2– Sundance Film Festival Convention Sales and Hospitality License - The Finance Department may issue licenses for a period not to exceed two (2) weeks for temporary use of convention, meeting, event, and other assembly rooms within any licensed convention, ~~or~~ meeting, or assembly facility for the purpose of temporary retail sales, temporary exhibiting, marketing, displaying, Gifting or promoting of goods or service. If multiple vendors are sharing a space an umbrella or blanket organizer is permissible; each individual vendor must provide individual tax identification number and all applicable fees individually. The umbrella or blanket organizer is also responsible for having an appropriate business license.

~~Olympics: The Finance Department may issue licenses for a period not to exceed five (5) weeks for temporary use of convention, meeting, restaurant and retail rooms within any licensed business for the purpose of temporary commercial hospitality events.~~

The licenses may be issued on the following terms:

(A) LICENSE FEE. The license fee shall be as set forth in the Park City License Fee Schedule. An additional administrative fee as set forth in the Park City License Fee Schedule is hereby authorized for all such temporary licenses effective during any portion of the Sundance Film Festival. ~~or the 2002 Winter Olympics.~~

(B) STATE TAX NUMBER. The applicant must provide his sales tax identification number as a part of the license application to assist in verifying the collection and reporting of sales tax.

(C) APPLICATIONS. Applications must be filed at least ten (10) days prior to the proposed date of commencement of business to permit adequate time for the Police, Building, Finance and Planning Departments review and investigation. The ~~Police~~

Departments may request reasonable evidence of title to goods proposed to be offered for sale as a part of the review.

SECTION III. EFFECTIVE DATE. This ordinance shall become effective upon publication.

PASSED AND ADOPTED this 17th day of November 2011

PARK CITY MUNICIPAL CORPORATION

____

Mayor Dana Williams

Attest:

____

Janet M. Scott, Deputy City Recorder

Approved as to Form:

____

Mark D. Harrington, City Attorney

Resolution No. -11

A RESOLUTION AMENDING SECTION 4.3 CONVENTION SALES RELATED FEES AND REPLACING AND REPEALING RESOLUTION NO. 30-11 IN ITS ENTIRETY

WHEREAS it is necessary to update the fee resolution to amendments to Title 4 of the Municipal Code, Licensing and new applications types and their associated fees; and

WHEREAS, a public hearing was held on November 17, 2011, to receive public comments on the user fee amounts,

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

SECTION 1. FEE SCHEDULE AMENDMENTS. The Park City Fee Schedule is hereby re-adopted with changes as outlined in Exhibit A

SECTION 2. EFFECTIVE DATE. This resolution shall take effect upon adoption.

PASSED AND ADOPTED this 17th day of November, 2011.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____
Janet M. Scott, City Recorder

Approve as to form:

____
Mark D. Harrington, City Attorney

PARK CITY FEE SCHEDULE (REVISED NOVEMBER 17, 2011)

[amended section attached, entire schedule to be adopted]

SECTION 4. PEDDLERS, CONVENTION, AND SOLICITORS LICENSING

4.1 Solicitors Licensing Fee.
$75.00 annually for each person licensed as a solicitor, except that any business which has already paid its solicitation fee of $75.00 shall pay $10.00 annually for every additional solicitor.

4.2 Street Musicians. $5.00 per day for no more than 10 days

4.3 Convention Sales.
4.3.1 Type 1 Convention Sales and Hospitality Licenses.
$50.00 plus 5% of the regular Park City business license fee for a business of that type, with the square footage based on the square footage of the meeting or convention facility (or portion thereof) rented or used by the licensee for his sales location site at the convention site. ~~For Licenses effective during the Sundance Film Festival, the fee shall be $250.00.~~

4.3.2 Type 2 Convention Sales and Hospitality licenses (effective during the Sundance Film Festival).
The fee shall be $250.00 for each individual or business engaging in business.

Exhibit A
Draft Administrative Convention Sales License Application

PARK CITY MUNICIPAL CORPORATION
P.O. BOX 1480 - PARK CITY, UT 84060 - 435-615-5221

CONVENTION SALES LICENSE 2012

ACTIVITY NUMBER (OFFICE USE ONLY)	STATE SALES TAX NUMBER	FEDERAL TAX I.D. NUMBER
DRIVER'S LICENSE # ISSUING STATE	EMAIL ADDRESS / WEBSITE	SOCIAL SECURITY NUMBER

BUSINESS NAME, ADOING BUSINESS AS@ & MAILING ADDRESS:	PHYSICAL ADDRESS OF ACTIVITY:	
	TELEPHONE (BUSINESS)	LOCAL NUMBER DURING ACTIVITY

GENERAL DESCRIPTION OF BUSINESS ACTIVITY: DATES:______________________________ TIMES:______________________________ ☐ Please check here if there is more than one vendor/business in this space. Refer to instructions on rear of application form	CONTACT PERSON DURING ACTIVITY
	NUMBER OF EMPLOYEES ON SITE
	EXPECTED OCCUPANCY

MANAGER=S NAME	ADDRESS (HOME)	TELEPHONE (HOME)	DATE OF BIRTH
LOCAL AGENT FOR SERVICE OF PROCESS	ADDRESS (HOME)	TELEPHONE (HOME)	DATE OF BIRTH
OWNER NAME	ADDRESS (HOME)	TELEPHONE (HOME)	DATE OF BIRTH

I certify under penalty of perjury and license revocation that I am the authorized representative of the property owner; that I have read, know and fully understand the information and provisions of this license and the accompanying ordinance section governing business licenses; I certify that the information provided and representation made are complete and accurate to the best of my knowledge and my application is in accordance with Park City ordinances. This license shall be VOID if information or representations provided by licensee is incorrect or later changes and I fail to update such information within ten business days of the change of information. I acknowledge and understand the following: 1) That THIS IS NOT A LICENSE, but merely an application for a license to do business within Park City. 2) That if my application is approved, I shall be notified and issued a license certificate which must be displayed at my place of business at all times. 3) That the granting of this license to do business within Park City does not discharge or replace any other licensing or registration requirements I may have under City, County, State or Federal laws.

____ ____POSITION

SIGNATURE DATE

CONVENTION LICENSE FEES _______________________

(Total from other side if applicable)

All fees must be verified by the Finance department and sent in at the same time the application is turned in for approval. Only cash and credit card payments are accepted. Please note: It takes approximately two weeks for all required approvals. You can contact the Finance department by phone at 435-615-5225.

Each person or business engaging in temporary exhibiting, marketing, displaying, Gifting or promoting of goods or services must be listed below.

Provide the following information requested, take the fee subtotal and fill in the CL Fees on p. 1.

Business/Product	Contact Name & Cell number	General Desc. Of Activity	Dates/Times	State Sales Tax ID	Fee
1.					$265
2.					
3.					
			subtotal		

I hereby certify I am responsible for the behavior, activity, conduct of each and every vendor on this application. Failure to comply with all applicable codes or failed inspections for any vendor on this list may result in the entire venue shut down____

City Council Staff Report

Subject: Snowcrest Condominiums Amended Plat
Author: Mathew W. Evans, Senior Planner
Date: November 17, 2011
Project Number PL-11-01227
Type of Item: Administrative – Plat Amendment

PARK CITY 1884 PLANNING DEPARTMENT

Summary Recommendations
Staff recommends the City Council hold a public hearing for the proposed Snow Crest Condominiums Plat Amendment, consider any public input and consider approving the plat amendment based on findings of fact, conclusions of law and conditions of approval as stated in the attached ordinance.

Topic
Applicant:	Snowcrest Homeowners Association
Location:	1530 Empire Avenue – Corner of Empire and
Zoning:	Recreational Commercial
Adjacent Land Uses:	Park City Mountain Resort; attached and detached single-family and multi-family dwelling units, Hotels, incidental commercial.

Proposal
The proposed plat amendment drops the name “Hotel” from the plat name and property title. There are no proposed changes to the façade, building footprint, or any of the existing amenities. The individually owned condo units are used by the owners and some are available for nightly rentals. The owners wish to drop the “hotel” designation to better reflect the current use as more of an individual ownership condominium rather than a hotel. According to the applicant, it has also become difficult for individual owners to sell the units with the “Hotel” designation as banks and other financial institutions have apparently ceased or slowed lending to “Hotel Condominiums” because they are considered investment property. Therefore, the applicant desires to remove the word “Hotel” from the name, record the amended plat and vacate the previous plat. The propose name is “Snowcrest Condominiums”.

Background
On October 26, 2011, the Planning Commission held a public hearing to receive input on the Snowcrest Condominium. On March 24, 2010, the City received a completed application for the Snowcrest Condominium Plat Amendment. The property is located at 1530 Empire Avenue in the Recreational Commercial (RC) zoning district. The plat amendment application was put on hold until the applicant addressed several outstanding building code issues.

Currently named the “Snowcrest Hotel Condominiums”, the existing 51 unit condominium was built in 1980 and is located on the corner of Empire Avenue and Silver King Drive near the Park City Mountain Resort. The condominiums are located on 1.18 acres and consist of one large “L” shaped building of 51,350 square feet, three stories in height. Existing amenities include a pool, hot tub, lobby and covered drive-through entrance.

In 1997, a Plat Amendment for units 316 and 317 was approved. The plat amendment reflected the physical change that occurred when the owner of unit 317 acquired the loft space of unit 316, and adjoined the two spaces with a doorway between the two, and removed the stairs to the loft from unit 316.

In 1997, units 316 and 317, both owned by the same person, we’re adjoined when an opening between the lofts was created. Later the access to the loft of unit 316 was removed, and a plat amendment was created reflecting the change to the units. However, the access between unit 316 and 317 no longer had the required fire-wall separation required by the building code. The owners of those units have been working with the building department to correct those issues, which still remain unsolved. However, in an effort to allow the remaining owners of the condominiums to move forward, the building department has suggested that a fire-rated door be placed between the two lofts now a part of unit 317, in order to mitigate the problem. The owner of unit 317 has agreed to this condition and will be installing the door prior as a condition of approval of this amended condominium plat.

The Planning Commission held a public hearing and reviewed this request during their October 26, 2011 meeting. The Planning Commission received no public input, closed the public hearing and voted unanimously to forward a positive recommendation to the City Council.

Analysis

Staff finds good cause for this plat amendment. The original building was constructed more as a hotel with time-share like individual ownership, but due to recent market changes, the property functions more like a condominium unit project. The applicants all believe that the function of the building is more conducive to full-time and season residence than just nightly rentals.

The proposal simply drops the hotel designation to better reflect the majority of its current use. It is still anticipated that nightly rentals will occur within the building. Nightly rentals are permitted within the RC zone designation regardless of the building designation as a “Hotel” or not. Surrounding condominium projects nearby also have nightly rentals.

There are no proposed changes to the building or the amenities. The changes proposed are in name only. No physical changes to the building are a result of the condo plat amendment. The amendment also incorporates the previously mentioned amendment to units 316 and 317 which combined the lofts of both units as part of 317.

Department Review

This project has gone through an interdepartmental review. The Building Department has worked with the owners of units 316 and 317 to correct issues related to the doorway installed between the fire-wall of the two units. The Development Review Committee was concerned about nightly rentals and any nonconformity there might be with the changing of the designation. However, nightly rentals are a permitted use within the Residential Commercial zone, regardless of the condominium designation. Within the RC zone, single family homes or units within a condominium are permitted to rent their units. Other zone designations require a Conditional Use Permit for nightly rentals, but they are an allowed use in the RC zone.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record according to requirements of the Land Management Code.

Public Input

No public input was received at the public hearing.

Alternatives

- The City Council may approve the Snow Crest Condominium Plat Amendment as proposed.
- The City Council may deny the plat amendment and request staff to prepare findings of fact for this decision, or
- The City Council may continue the discussion to a date certain and provide the applicant and staff direction on additional information or changes needed to make a decision.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation

The Snowcrest Hotel Condominium Plat would remain as it's currently named. Owners of individual units who wish to sell may have difficulty doing so as financing for "hotel condominiums" is difficult to obtain since the beginning of the real-estate market downturn, according to the applicants.

Recommendation

Staff recommends the City Council conduct a public hearing for the Snowcrest Condominium Plat Amendment, consider input and consider approving the plat amendment based on the findings of fact, conclusions of law and conditions of approval as stated in the attached ordinance.

Exhibits
Ordinance
Exhibit A – Draft Ordinance with Proposed Plat
Exhibit B – Existing Plat
Exhibit C – 1997 Amended Plat for units 316 and 317

Ordinance No. 11-

AN ORDINANCE APPROVING THE SNOWCREST CONDOMINIUM PLAT AMENDMENT LOCATED AT 1530 EMPIRE AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the Snowcrest Homeowners Association (Applicant), owners of the property located at 1530 Empire Avenue have petitioned the City Council for approval of the Snowcrest Condominium Plat Amendment; and

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

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

WHEREAS, the Planning Commission held a public hearing on October 26, 2011, to receive input on the Snowcrest Condominium Plat; and

WHEREAS, on the aforementioned date, the Planning Commission voted unanimously to send a positive recommendation to the City Council to approve the plat amendment as proposed; and

WHEREAS; the City Council, held a public hearing on November 17, 2011; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Snowcrest Condominium Plat Amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Snowcrest Condominium Plat Amendment as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:
1. The property is located at 1530 Empire Avenue within the Residential Commercial (RC) zoning district.
2. There are no proposed changes to the building footprint or any of the existing units within the building, including the exterior elevation, parking, amenities, or otherwise.
3. The applicants proposed to drop the name “Hotel” from the recorded name of the condominium plat.
4. Per Section 15-2.16-2(A)(7), Chapter 2.16 Recreational Commercial District of Title 15 of the LMC, nightly rentals are permitted, and would be permitted regardless if the name of the condominiums changes or stays the same.
5. There are no known nonconformities associated with the existing building or the uses therein.

6. Multi-family dwellings are a conditional use within the RC Zone District.

Conclusions of Law:
1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:
1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The owner of unit 317 shall work with the building department to the building department's satisfaction to mitigate the issues related to the opening of the fire-wall between the loft areas prior to plat recordation.

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

PASSED AND ADOPTED this 17 day of November, 2011.

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, MAYOR

ATTEST:

____
Jan Scott, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

CONDOMINIUM PLAT

SNOWCREST CONDOMINIUMS

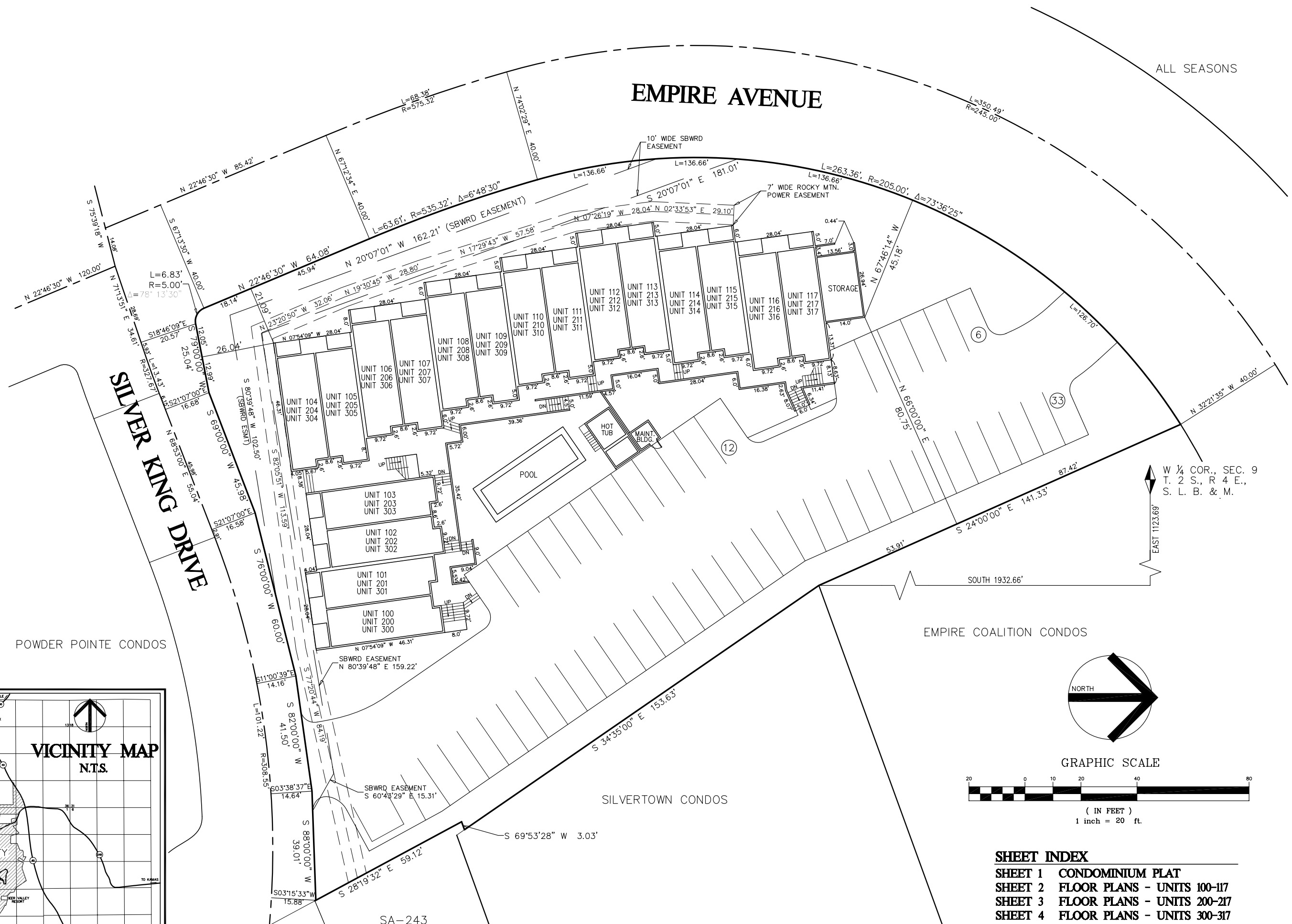
– A 54 UNIT CONDOMINIUM PROJECT –

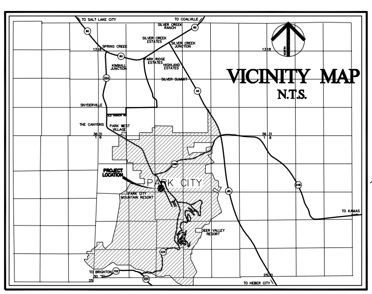
A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 9 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

OVERALL AREAS

UNIT NUMBER	UNIT	LIMITED COMMON
UNIT 100	518 SF	61 SF
UNIT 101	518 SF	61 SF
UNIT 102	518 SF	61 SF
UNIT 103	518 SF	61 SF
UNIT 104	518 SF	61 SF
UNIT 105	518 SF	61 SF
UNIT 106	518 SF	61 SF
UNIT 107	518 SF	61 SF
UNIT 108	518 SF	61 SF
UNIT 109	518 SF	61 SF
UNIT 110	518 SF	61 SF
UNIT 111	518 SF	61 SF
UNIT 112	518 SF	61 SF
UNIT 113	518 SF	61 SF
UNIT 114	518 SF	61 SF
UNIT 115	518 SF	61 SF
UNIT 116	518 SF	61 SF
UNIT 117	518 SF	61 SF
UNIT 200	529 SF	62 SF
UNIT 201	529 SF	62 SF
UNIT 202	529 SF	62 SF
UNIT 203	529 SF	62 SF
UNIT 204	529 SF	62 SF
UNIT 205	529 SF	62 SF
UNIT 206	529 SF	62 SF
UNIT 207	529 SF	62 SF
UNIT 208	529 SF	62 SF
UNIT 209	529 SF	62 SF
UNIT 210	529 SF	62 SF
UNIT 211	529 SF	62 SF
UNIT 212	529 SF	62 SF
UNIT 213	529 SF	62 SF
UNIT 214	529 SF	62 SF
UNIT 215	529 SF	62 SF
UNIT 216	529 SF	62 SF
UNIT 217	529 SF	62 SF
UNIT 300	783 SF	62 SF
UNIT 301	783 SF	62 SF
UNIT 302	783 SF	62 SF
UNIT 303	783 SF	62 SF
UNIT 304	783 SF	62 SF
UNIT 305	783 SF	62 SF
UNIT 306	783 SF	62 SF
UNIT 307	783 SF	62 SF
UNIT 308	783 SF	62 SF
UNIT 309	783 SF	62 SF
UNIT 310	783 SF	62 SF
UNIT 311	783 SF	62 SF
UNIT 312	783 SF	62 SF
UNIT 313	783 SF	62 SF
UNIT 314	783 SF	62 SF
UNIT 315	783 SF	62 SF
UNIT 316	529 SF	62 SF
UNIT 317	1,048 SF	62 SF
TOTAL	**32,951 SF**	**3,330 SF**

COMMON AREA	
BUILDING–FIRST LEVEL	3,875 SF
BUILDING–SECOND LEVEL	3,152 SF
BUILDING–THIRD LEVEL	3,152 SF
BUILDING–LOFT LEVEL	465 SF
SITE	37,053 SF
TOTAL COMMON AREA	**47,697 SF**





SHEET INDEX

- SHEET 1 CONDOMINIUM PLAT
- SHEET 2 FLOOR PLANS - UNITS 100-117
- SHEET 3 FLOOR PLANS - UNITS 200-217
- SHEET 4 FLOOR PLANS - UNITS 300-317
- SHEET 5 FLOOR PLANS - LOFT UNITS 300-317
- SHEET 6 BUILDING SECTIONS

LEGAL DESCRIPTION

BEGINNING AT A POINT EAST 1,123.69 FEET AND SOUTH 1,932.66 FEET FROM THE WEST 1/4 CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE WESTERLY COMMON PROPERTY CORNER TO EMPIRE COALITION CONDOMINIUMS AND SILVERTOWN CONDOMINIUMS, AS RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE; RUNNING THENCE SOUTH 34°35'00" EAST A DISTANCE OF 153.63 FEET ALONG THE WESTERLY BOUNDARY OF SAID SILVERTOWN CONDOMINIUMS TO A POINT ON THE NORTHERLY BOUNDARY OF PARCEL SA–243, AS RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE; THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID PARCEL SA–243 THE FOLLOWING TWO COURSES: (1) SOUTH 69°53'28" WEST A DISTANCE OF 3.03 FEET; (2) SOUTH 28°19'32" EAST A DISTANCE OF 59.12 FEET TO A POINT ON THE BACK OF AN EXISTING CONCRETE CURB ON THE NORTHERLY SIDE OF SILVER KING DRIVE; THENCE WESTERLY ALONG SAID BACK OF CURB THE FOLLOWING FOUR COURSES: 1) SOUTH 88°00'00" WEST A DISTANCE OF 39.01 FEET; 2) SOUTH 82°00'00" WEST A DISTANCE OF 41.50 FEET; 3) SOUTH 76°00'00" WEST A DISTANCE OF 60.00 FEET; 4) SOUTH 69°00'00" WEST A DISTANCE OF 45.98 FEET; THENCE LEAVING SAID CURB SOUTH 79°00'00" WEST 25.04 FEET TO A POINT OF TANGENCY OF A 5.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 6.83 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°13'30" TO A POINT ON THE EASTERLY RIGHT OF WAY OF EMPIRE AVENUE; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING THREE COURSES: 1) NORTH 22°46'30" WEST A DISTANCE OF 64.08 FEET TO A POINT OF TANGENCY OF A 535.32 FOOT RADIUS CURVE TO THE RIGHT; 2) 63.61 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°48'30" TO A POINT OF A 205.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT; 3) 263.36 FEET ALONG THE ARC OF SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 73°36'25" TO A POINT ON THE WESTERLY BOUNDARY OF SAID EMPIRE COALITION CONDOMINIUMS; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 24°00'00" EAST A DISTANCE OF 141.33 FEET ALONG SAID WESTERLY BOUNDARY OF SAID EMPIRE COALITION CONDOMINIUMS TO THE POINT OF BEGINNING. CONTAINS 51,350 SQUARE FEET OR 1.1788 ACRES.

NARRATIVE:

1. THIS CONDOMINIUM PLAT REPRESENTS AN AMENDMENT TO "SNOWCREST HOTEL CONDOMINIUMS", AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER (RECORDED ON FEBRUARY 22, 1980 AS ENTRY NO. 164032 IN BOOK M152, AT PAGE 107 OF OFFICIAL RECORDS). SINCE THE RECORDATION OF SAID PLAT, THAT PORTION OF THE PROPERTY LYING SOUTH OF THE BACK OF CURB ALONG SILVER KING DRIVE HAS BEEN DEDICATED TO PARK CITY MUNICIPAL CORPORATION. THE LEGAL DESCRIPTION SHOWN ON THIS CONDOMINIUM PLAT REFLECTS SAID DEDICATION.
2. BASIS OF BEARING: SOUTH 00°16'20" WEST BETWEEN THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SECTION 9, T. 2 S., R. 4 E., S.L.B. & M.
3. LOCATED WITHIN: THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, COUNTY OF SUMMIT, STATE OF UTAH.
4. SEE SHEETS 2–5 FOR DETAILED INDIVIDUAL SPACE USAGE OF EACH UNIT.
5. THIS CONDOMINIUM PLAT RELATES TO REAL PROPERTY WHICH IS SUBJECT TO THAT CERTAIN DECLARATION OF CONDOMINIUM FOR SNOWCREST CONDOMINIUMS, RECORDED SIMULTANEOUSLY HEREWITH (ENTRY NO.________, ____________, 2011), AND SUBSEQUENT AMENDMENTS THERETO ("CONDOMINIUM DECLARATION"). THE CONDOMINIUM DECLARATION SETS FORTH THE EASEMENTS, RESTRICTIONS AND GENERAL PLAN OF IMPROVEMENT FOR THE PROJECT AS DESCRIBED IN THIS CONDOMINIUM PLAT. UNLESS THE CONTEXT CLEARLY INDICATES OTHERWISE, ALL CAPITALIZED TERMS AS USED ON THIS CONDOMINIUM PLAT SHALL HAVE THE MEANINGS SET FORTH IN THE CONDOMINIUM DECLARATION.
6. ALL BEARINGS AND DISTANCES SHOWN ARE THE EQUIVALENT OF RECORD UNLESS NOTED.
7. THE OWNER OF THE PROPERTY SHOULD BE AWARE OF ANY ITEMS AFFECTING THE PROPERTY THAT APPEAR IN A TITLE INSURANCE REPORT.
8. PURSUANT TO THE CONDOMINIUM DECLARATION, THE SNOWCREST HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING CERTAIN PORTIONS OF THE PROJECT, INCLUDING BUT NOT LIMITED TO THE COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS AND FACILITIES, AND THE SNOWCREST HOME OWNERS ASSOCIATION SHALL HAVE A PERPETUAL NON–EXCLUSIVE EASEMENT OVER THE PROPERTY AND PROJECT FOR SUCH MAINTENANCE PURPOSES AS FURTHER DESCRIBED IN THE CONDOMINIUM DECLARATION.
9. THE LIMITED COMMON AREAS AND FACILITIES AS DEPICTED ON THIS CONDOMINIUM PLAT ARE RESERVED FOR THE USE OF CERTAIN OWNERS TO THE EXCLUSION OF OTHER OWNERS. EACH RESPECTIVE IMPROVEMENT DESIGNATED ON THIS CONDOMINIUM PLAT AS "LIMITED COMMON AREA" IS APPURTENANT TO THE RESPECTIVE UNIT AS SHOWN HEREON AND ARE FOR THE USE AND ENJOYMENT OF THE OWNERS OF SUCH UNIT.
10. THE SNOWCREST HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE TO ADJUST WASTEWATER MANHOLES TO GRADE ACCORDING TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT (SBWRD) STANDARDS. PRIOR NOTIFICATION OF THE ADJUSTMENTS AND INSPECTION BY THE SBWRD IS REQUIRED.

200

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THAT SNOWCREST HOME OWNERS ASSOCIATION, THE OWNER OF THE HEREON DESCRIBED TRACT OF LAND, TO BE HEREAFTER KNOWN AS "SNOWCREST CONDOMINIUMS", CONSENT TO THE RECORDATION OF THIS CONDOMINIUM PLAT, SUBDIVIDING THE LAND INTO PRIVATE AREAS, COMMON AREAS AND FACILITIES, LIMITED COMMON AREAS AND FACILITIES AND EASEMENTS.

IN WITNESS WHEREOF, OWNER HAS SIGNED THIS ________ DAY OF ______________, 2011

____

SNOWCREST HOME OWNERS ASSOCIATION. BY: GLEN BOLINE, IT'S PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

ON THIS ____________ DAY OF ________________, 2011, BEFORE ME, THE UNDERSIGNED NOTARY, PERSONALLY APPEARED GLEN BOLINE, PERSONALLY KNOWN TO ME/PROVED TO ME THROUGH IDENTIFICATION DOCUMENTS ALLOWED BY LAW, TO BE THE PERSON(S) WHOSE NAME(S) IS SIGNED ON THE PRECEDING OR ATTACHED DOCUMENT, AND ACKNOWLEDGED THAT HE/SHE SIGNED IT VOLUNTARILY FOR ITS STATED PURPOSE AS PRESIDENT OF SNOWCREST HOME OWNERS ASSOCIATION.

______________________ MY COMMISSION EXPIRES: ____________
NOTARY PUBLIC RESIDING IN ______________________
COUNTY, STATE

SURVEYOR'S CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE PERFORMED A SURVEY OF THE HEREON DESCRIBED PROPERTY.

I FURTHER CERTIFY THAT THIS SUBDIVISION PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW AND AS SPECIFIED IN SECTION 57–8–13 OF CHAPTER 8, CONDOMINIUM OWNERSHIP ACT. UTAH CODE TITLE 57. REAL ESTATE.

STATE OF UTAH
GREGORY R. WOLBACH
NO. 187788
PROFESSIONAL LAND SURVEYOR

______________________ ____________
GREGORY R. WOLBACH DATE:

SHEET 1 OF 6
PLOTTED: MARCH 15, 2011
DRAWING: SNOWCRESTCONDOS.DWG

Evergreen Engineering, Inc.
Civil Engineering * Land Surveying * Land Planning
1670 Bonanza Drive * Suite 104
P.O. Box 2861 * Park City * Utah * 84060
Phone: (435) 649-4667 * Fax: (435) 649-9219
E-mail: office@evergreen-eng.com

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS __________ DAY OF ____________ A.D. 2011.

CHAIRMAN

CITY ENGINEER

THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS __________ DAY OF ____________ A.D. 2011.

CITY ENGINEER

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF ____________ CITY COUNCIL THIS ____________ DAY OF ____________ A.D. 2011. AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED.

MAYOR

CITY RECORDER

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS ________ DAY OF ____________ A.D. 2011.

CITY ATTORNEY

SNYDERVILLE BASIN W.R.D.

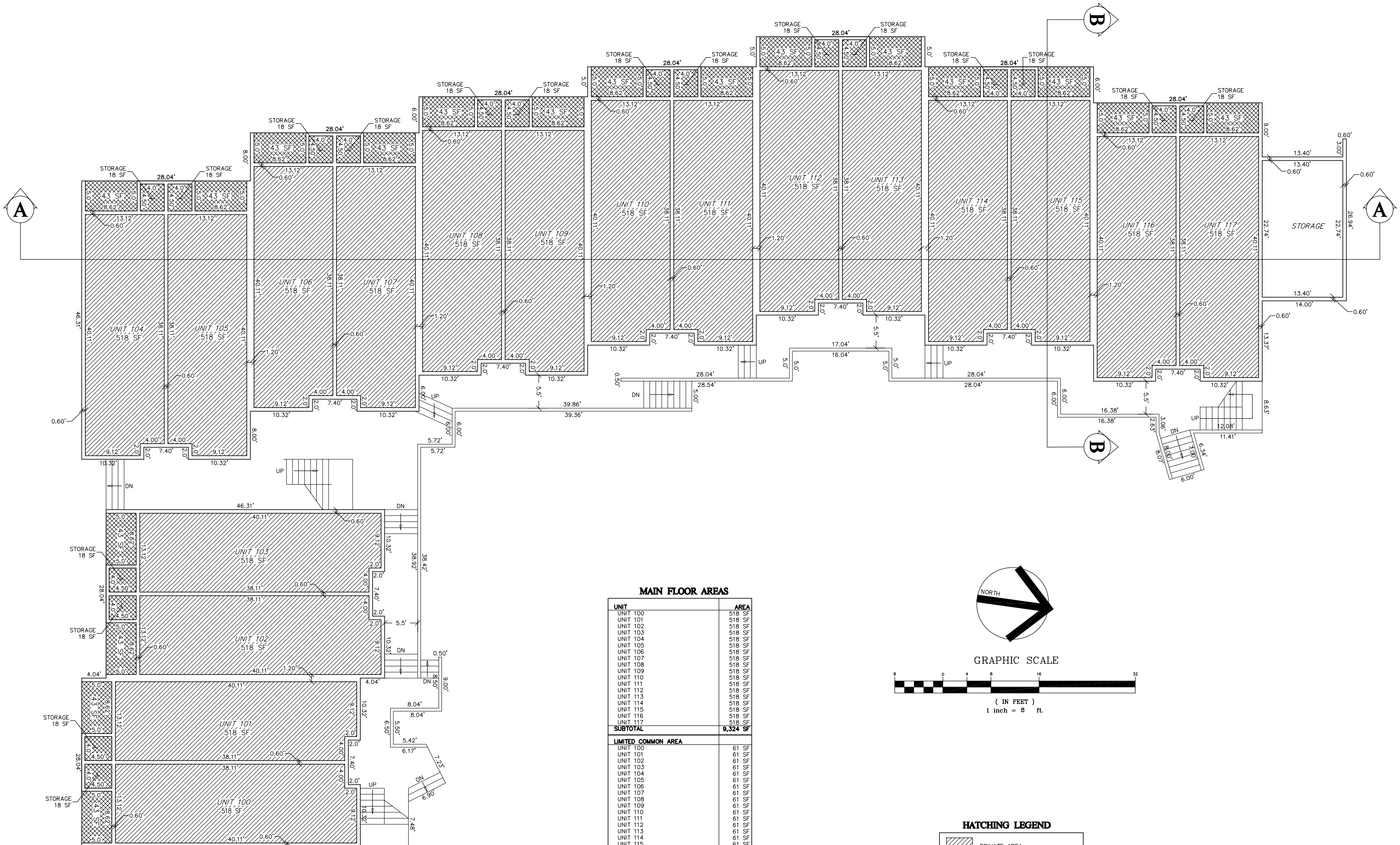
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF ____________ AD 2011.

BY: ____________
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

RECORDED

Nº. ____________ .
STATE OF ____________ .
COUNTY OF ____________ .
RECORDED AND FILED AT THE REQUEST OF:

COUNTY RECORDER



MAIN FLOOR AREAS

UNIT	AREA
UNIT 100	518 SF
UNIT 101	518 SF
UNIT 102	518 SF
UNIT 103	518 SF
UNIT 104	518 SF
UNIT 105	518 SF
UNIT 106	518 SF
UNIT 107	518 SF
UNIT 108	518 SF
UNIT 109	518 SF
UNIT 110	518 SF
UNIT 111	518 SF
UNIT 112	518 SF
UNIT 113	518 SF
UNIT 114	518 SF
UNIT 115	518 SF
UNIT 116	518 SF
UNIT 117	518 SF
SUBTOTAL	**9,324 SF**
LIMITED COMMON AREA	
UNIT 100	61 SF
UNIT 101	61 SF
UNIT 102	61 SF
UNIT 103	61 SF
UNIT 104	61 SF
UNIT 105	61 SF
UNIT 106	61 SF
UNIT 107	61 SF
UNIT 108	61 SF
UNIT 109	61 SF
UNIT 110	61 SF
UNIT 111	61 SF
UNIT 112	61 SF
UNIT 113	61 SF
UNIT 114	61 SF
UNIT 115	61 SF
UNIT 116	61 SF
UNIT 117	61 SF
SUBTOTAL	**1,098 SF**
COMMON AREA	
BUILDING	3,875 SF
SITE	37,053 SF
SUBTOTAL	**40,928 SF**
TOTAL AREA MAIN LEVEL	**51,350 SF**

HATCHING LEGEND

- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

PLOTTED: MARCH 15, 2011

RECORDED
NO.________
DATE________
STATE OF________
COUNTY OF________
RECORDED AT THE REQUEST OF________
FEES________ COUNTY RECORDER________

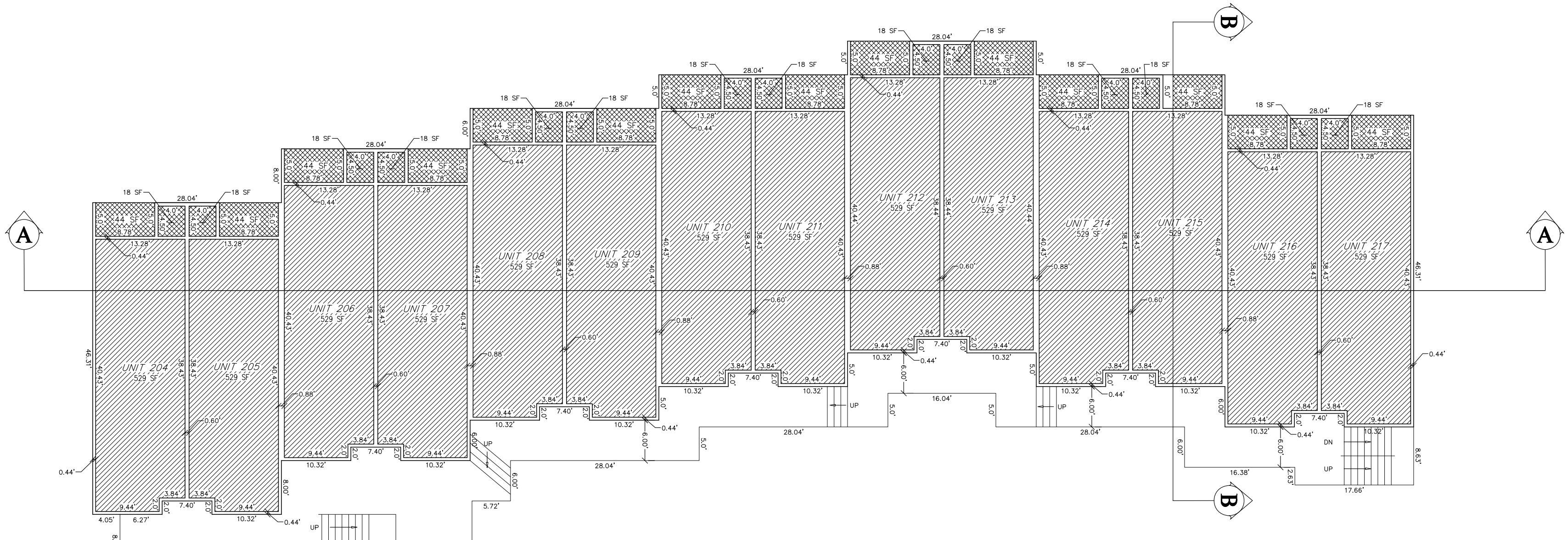
Evergreen Engineering, Inc.
Civil Engineering * Land Surveying * Land Planning
1670 Bonanza Drive * Suite 104
P.O. Box 2861 * Park City * Utah * 84060
Phone: (435) 649-4667 * Fax: (435) 649-9219
E-mail: office@evergreen-eng.com

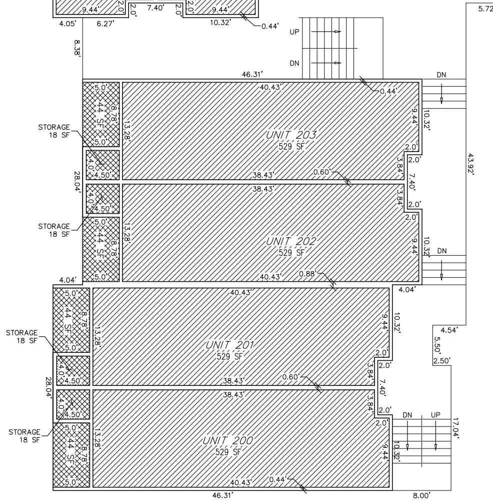
REVISIONS		
DATE	BY	COMMENTS

DESIGNED BY: ADM
DRAWN BY: ADM
CHECKED BY: GRW/ADM

SNOWCREST CONDOMINIUMS
FIRST FLOOR

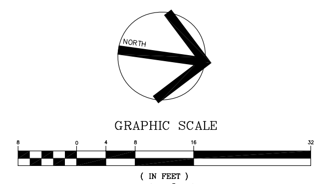
FOR: SNOWCREST HOA
DWG: SNOWCRESTFLOORPLANS
JOB NO. 1020





SECOND FLOOR AREAS

UNIT	AREA
UNIT 200	529 SF
UNIT 201	529 SF
UNIT 202	529 SF
UNIT 203	529 SF
UNIT 204	529 SF
UNIT 205	529 SF
UNIT 206	529 SF
UNIT 207	529 SF
UNIT 208	529 SF
UNIT 209	529 SF
UNIT 210	529 SF
UNIT 211	529 SF
UNIT 212	529 SF
UNIT 213	529 SF
UNIT 214	529 SF
UNIT 215	529 SF
UNIT 216	529 SF
UNIT 217	529 SF
SUBTOTAL	**9,522 SF**
LIMITED COMMON AREA	
UNIT 200	62 SF
UNIT 201	62 SF
UNIT 202	62 SF
UNIT 203	62 SF
UNIT 204	62 SF
UNIT 205	62 SF
UNIT 206	62 SF
UNIT 207	62 SF
UNIT 208	62 SF
UNIT 209	62 SF
UNIT 210	62 SF
UNIT 211	62 SF
UNIT 212	62 SF
UNIT 213	62 SF
UNIT 214	62 SF
UNIT 215	62 SF
UNIT 216	62 SF
UNIT 217	62 SF
SUBTOTAL	**1,116 SF**
COMMON AREA	**3,152 SF**
TOTAL AREA	**13,790 SF**



HATCHING LEGEND

- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

PLOTTED: MARCH 15, 2011

RECORDED
NO.________
DATE________
STATE OF________
COUNTY OF________
RECORDED AT THE REQUEST OF________
FEES________ COUNTY RECORDER________

Evergreen Engineering, Inc.
Civil Engineering * Land Surveying * Land Planning
1670 Bonanza Drive * Suite 104
P.O. Box 2861 * Park City * Utah * 84060
Phone: (435) 649-4667 * Fax: (435) 649-9219
E-mail: office@evergreen-eng.com

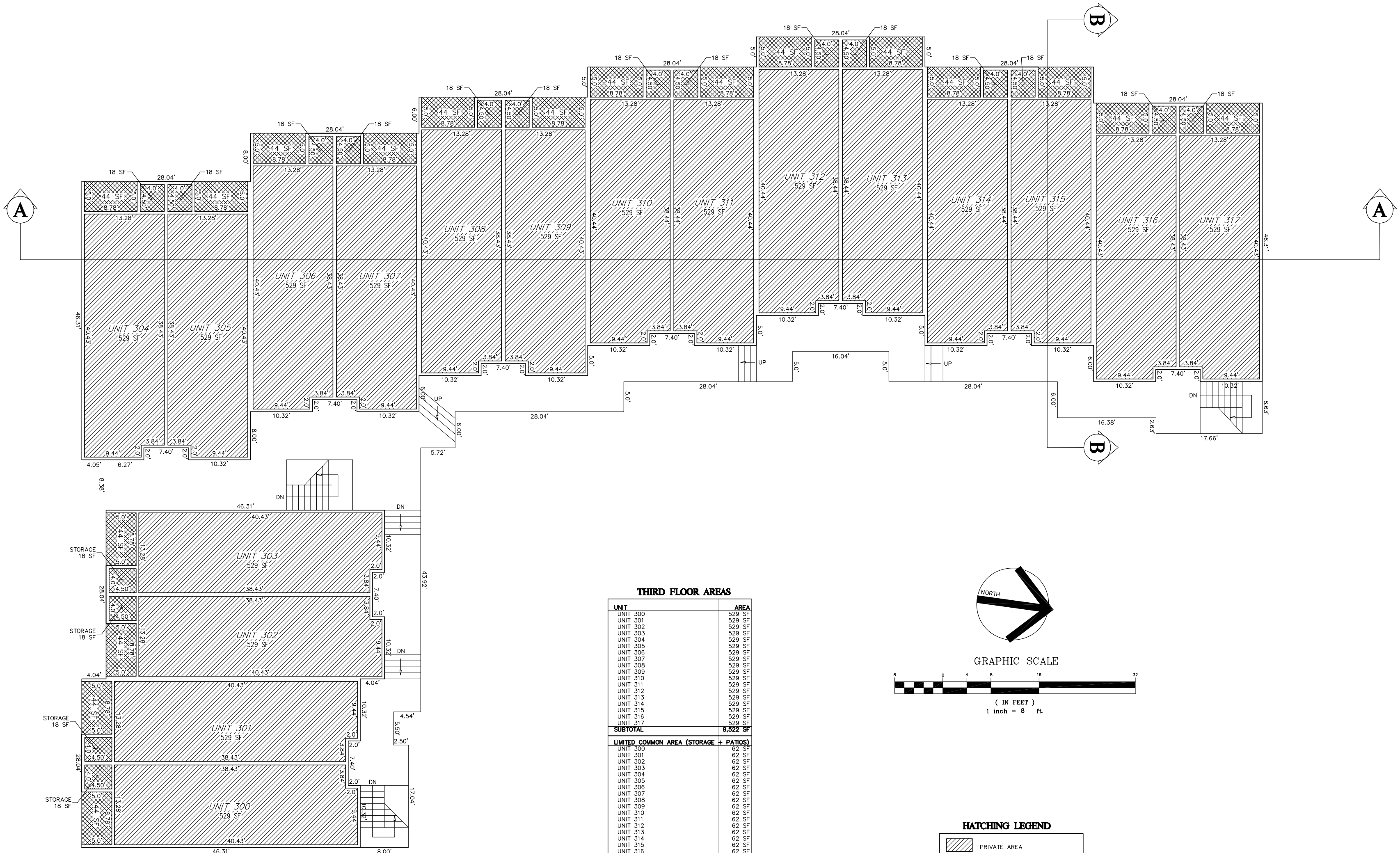
REVISIONS		
DATE	BY	COMMENTS

DESIGNED BY: ADM
DRAWN BY: ADM
CHECKED BY: GRW/ADM

SNOWCREST CONDOMINIUMS SECOND FLOOR

FOR: SNOWCREST HOA
DWG: SNOWCRESTFLOORPLANS
JOB NO. 1020

SHEET 3 OF 6



THIRD FLOOR AREAS

UNIT	AREA
UNIT 300	529 SF
UNIT 301	529 SF
UNIT 302	529 SF
UNIT 303	529 SF
UNIT 304	529 SF
UNIT 305	529 SF
UNIT 306	529 SF
UNIT 307	529 SF
UNIT 308	529 SF
UNIT 309	529 SF
UNIT 310	529 SF
UNIT 311	529 SF
UNIT 312	529 SF
UNIT 313	529 SF
UNIT 314	529 SF
UNIT 315	529 SF
UNIT 316	529 SF
UNIT 317	529 SF
SUBTOTAL	**9,522 SF**
LIMITED COMMON AREA (STORAGE + PATIOS)	
UNIT 300	62 SF
UNIT 301	62 SF
UNIT 302	62 SF
UNIT 303	62 SF
UNIT 304	62 SF
UNIT 305	62 SF
UNIT 306	62 SF
UNIT 307	62 SF
UNIT 308	62 SF
UNIT 309	62 SF
UNIT 310	62 SF
UNIT 311	62 SF
UNIT 312	62 SF
UNIT 313	62 SF
UNIT 314	62 SF
UNIT 315	62 SF
UNIT 316	62 SF
UNIT 317	62 SF
SUBTOTAL	**1,116 SF**
COMMON AREA	**3,152 SF**
TOTAL AREA	**13,790 SF**

GRAPHIC SCALE

(IN FEET)
1 inch = 8 ft.

HATCHING LEGEND

- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

PLOTTED: MARCH 15, 2011

RECORDED

NO.________
DATE ________
STATE OF ________
COUNTY OF ________
RECORDED AT THE REQUEST OF ________

FEES ________ COUNTY RECORDER ________

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DATE	BY	COMMENTS

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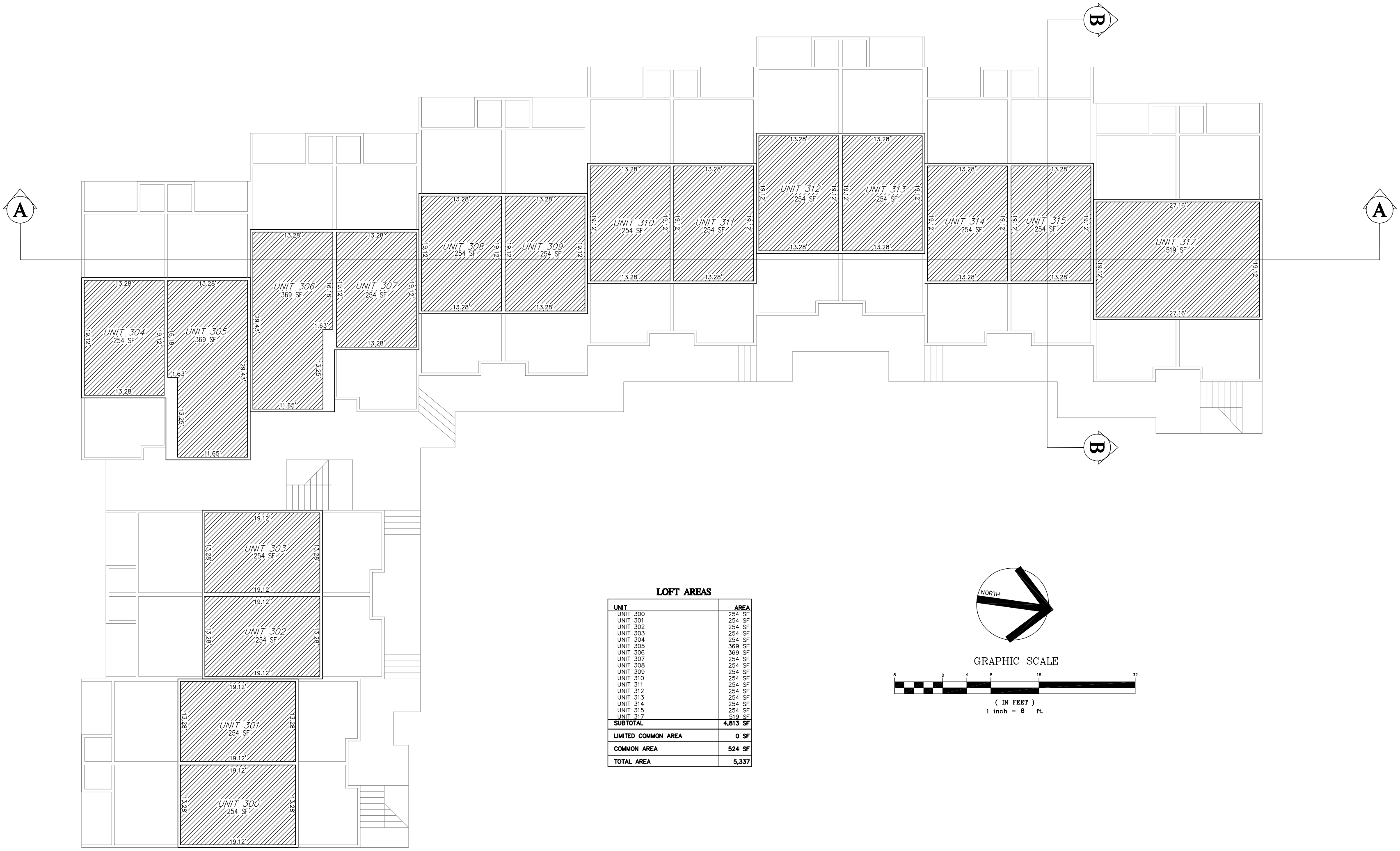
CHECKED BY: GRW/ADM

SNOWCREST CONDOMINIUMS
THIRD FLOOR

FOR: SNOWCREST HOA
DWG: SNOWCRESTFLOORPLANS
JOB NO. 1020

SHEET 4 OF 6



LOFT AREAS

UNIT	AREA
UNIT 300	254 SF
UNIT 301	254 SF
UNIT 302	254 SF
UNIT 303	254 SF
UNIT 304	254 SF
UNIT 305	369 SF
UNIT 306	369 SF
UNIT 307	254 SF
UNIT 308	254 SF
UNIT 309	254 SF
UNIT 310	254 SF
UNIT 311	254 SF
UNIT 312	254 SF
UNIT 313	254 SF
UNIT 314	254 SF
UNIT 315	254 SF
UNIT 317	519 SF
SUBTOTAL	**4,813 SF**
LIMITED COMMON AREA	**0 SF**
COMMON AREA	**524 SF**
TOTAL AREA	**5,337**

NORTH

GRAPHIC SCALE
(IN FEET)
1 inch = 8 ft.

PLOTTED: MARCH 15, 2011

RECORDED
NO. ____
DATE ____
STATE OF ____
COUNTY OF ____
RECORDED AT THE REQUEST OF ____
FEES ____ COUNTY RECORDER

SHEET 5 OF 6

SNOWCREST CONDOMINIUMS
THIRD FLOOR

FOR: SNOWCREST HOA
DWG: SNOWCRESTFLOORPLANS
JOB NO. 1020

DESIGNED BY: ADM
DRAWN BY: ADM
CHECKED BY: GRW/ADM

204

REVISIONS		
DATE	BY	COMMENTS

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CONDOMINIUM PLAT

SNOWCREST CONDOMINIUMS

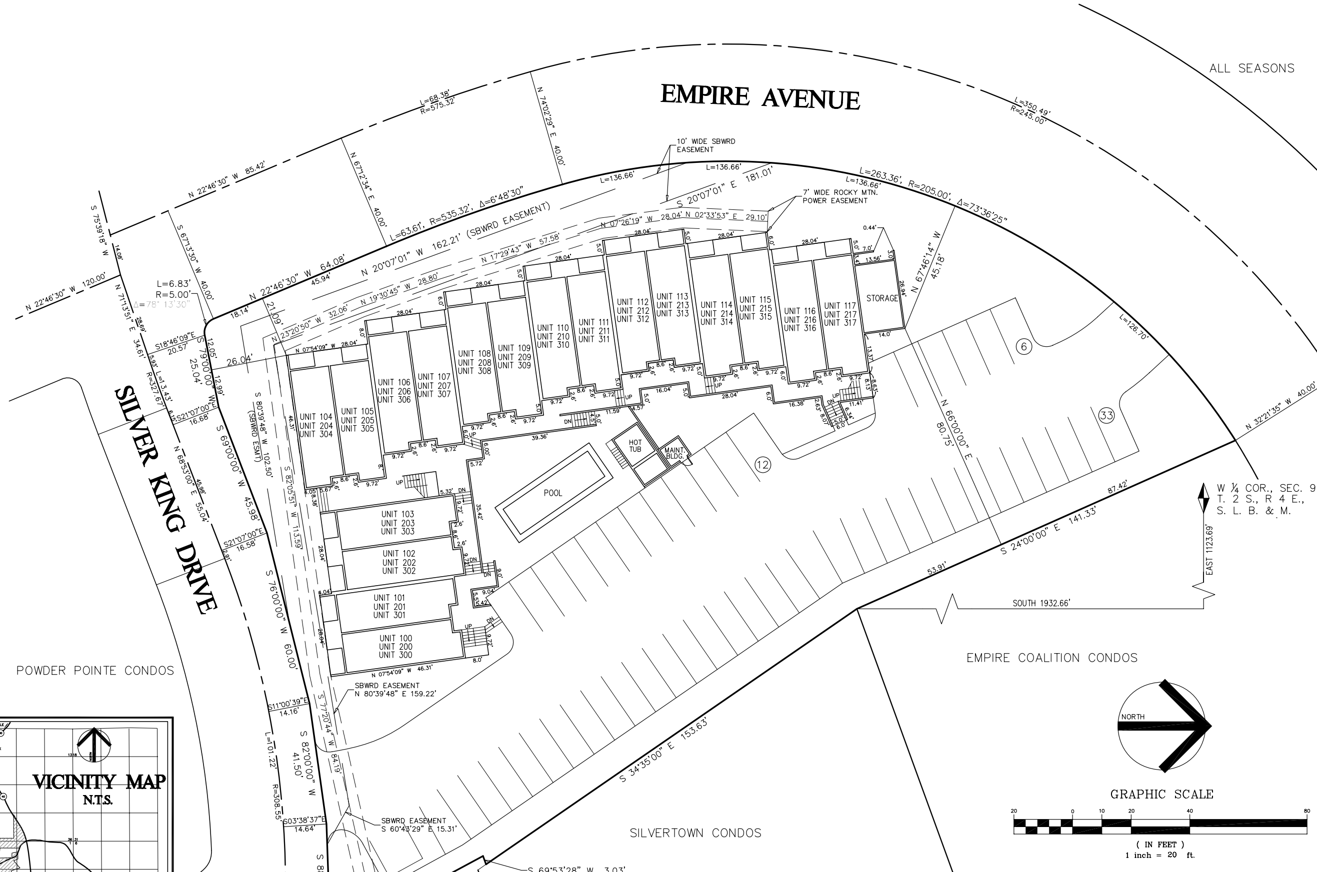
– A 54 UNIT CONDOMINIUM PROJECT –

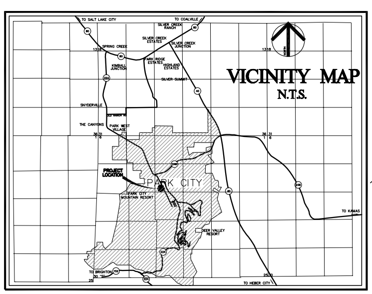
A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 9 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

OVERALL AREAS

UNIT NUMBER	UNIT	LIMITED COMMON
UNIT 100	518 SF	61 SF
UNIT 101	518 SF	61 SF
UNIT 102	518 SF	61 SF
UNIT 103	518 SF	61 SF
UNIT 104	518 SF	61 SF
UNIT 105	518 SF	61 SF
UNIT 106	518 SF	61 SF
UNIT 107	518 SF	61 SF
UNIT 108	518 SF	61 SF
UNIT 109	518 SF	61 SF
UNIT 110	518 SF	61 SF
UNIT 111	518 SF	61 SF
UNIT 112	518 SF	61 SF
UNIT 113	518 SF	61 SF
UNIT 114	518 SF	61 SF
UNIT 115	518 SF	61 SF
UNIT 116	518 SF	61 SF
UNIT 117	518 SF	61 SF
UNIT 200	529 SF	62 SF
UNIT 201	529 SF	62 SF
UNIT 202	529 SF	62 SF
UNIT 203	529 SF	62 SF
UNIT 204	529 SF	62 SF
UNIT 205	529 SF	62 SF
UNIT 206	529 SF	62 SF
UNIT 207	529 SF	62 SF
UNIT 208	529 SF	62 SF
UNIT 209	529 SF	62 SF
UNIT 210	529 SF	62 SF
UNIT 211	529 SF	62 SF
UNIT 212	529 SF	62 SF
UNIT 213	529 SF	62 SF
UNIT 214	529 SF	62 SF
UNIT 215	529 SF	62 SF
UNIT 216	529 SF	62 SF
UNIT 217	529 SF	62 SF
UNIT 300	783 SF	62 SF
UNIT 301	783 SF	62 SF
UNIT 302	783 SF	62 SF
UNIT 303	783 SF	62 SF
UNIT 304	783 SF	62 SF
UNIT 305	783 SF	62 SF
UNIT 306	783 SF	62 SF
UNIT 307	783 SF	62 SF
UNIT 308	783 SF	62 SF
UNIT 309	783 SF	62 SF
UNIT 310	783 SF	62 SF
UNIT 311	783 SF	62 SF
UNIT 312	783 SF	62 SF
UNIT 313	783 SF	62 SF
UNIT 314	783 SF	62 SF
UNIT 315	783 SF	62 SF
UNIT 316	529 SF	62 SF
UNIT 317	1,048 SF	62 SF
TOTAL	**32,951 SF**	**3,330 SF**

COMMON AREA	
BUILDING–FIRST LEVEL	3,875 SF
BUILDING–SECOND LEVEL	3,152 SF
BUILDING–THIRD LEVEL	3,152 SF
BUILDING–LOFT LEVEL	465 SF
SITE	37,053 SF
TOTAL COMMON AREA	**47,697 SF**





SHEET INDEX

LEGAL DESCRIPTION

BEGINNING AT A POINT EAST 1,123.69 FEET AND SOUTH 1,932.66 FEET FROM THE WEST 1/4 CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE WESTERLY COMMON PROPERTY CORNER TO EMPIRE COALITION CONDOMINIUMS AND SILVERTOWN CONDOMINIUMS, AS RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE; RUNNING THENCE SOUTH 34°35'00" EAST A DISTANCE OF 153.63 FEET ALONG THE WESTERLY BOUNDARY OF SAID SILVERTOWN CONDOMINIUMS TO A POINT ON THE NORTHERLY BOUNDARY OF PARCEL SA–243, AS RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE; THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID PARCEL SA–243 THE FOLLOWING TWO COURSES: (1) SOUTH 69°53'28" WEST A DISTANCE OF 3.03 FEET; (2) SOUTH 28°19'32" EAST A DISTANCE OF 59.12 FEET TO A POINT ON THE BACK OF AN EXISTING CONCRETE CURB ON THE NORTHERLY SIDE OF SILVER KING DRIVE; THENCE WESTERLY ALONG SAID BACK OF CURB THE FOLLOWING FOUR COURSES: 1) SOUTH 88°00'00" WEST A DISTANCE OF 39.01 FEET; 2) SOUTH 82°00'00" WEST A DISTANCE OF 41.50 FEET; 3) SOUTH 76°00'00" WEST A DISTANCE OF 60.00 FEET; 4) SOUTH 69°00'00" WEST A DISTANCE OF 45.98 FEET; THENCE LEAVING SAID CURB SOUTH 79°00'00" WEST 25.04 FEET TO A POINT OF TANGENCY OF A 5.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 6.83 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°13'30" TO A POINT ON THE EASTERLY RIGHT OF WAY OF EMPIRE AVENUE; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING THREE COURSES: 1) NORTH 22°46'30" WEST A DISTANCE OF 64.08 FEET TO A POINT OF TANGENCY OF A 535.32 FOOT RADIUS CURVE TO THE RIGHT; 2) 63.61 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°48'30" TO A POINT OF A 205.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT; 3) 263.36 FEET ALONG THE ARC OF SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 73°36'25" TO A POINT ON THE WESTERLY BOUNDARY OF SAID EMPIRE COALITION CONDOMINIUMS; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 24°00'00" EAST A DISTANCE OF 141.33 FEET ALONG SAID WESTERLY BOUNDARY OF SAID EMPIRE COALITION CONDOMINIUMS TO THE POINT OF BEGINNING. CONTAINS 51,350 SQUARE FEET OR 1.1788 ACRES.

NARRATIVE:

1. THIS CONDOMINIUM PLAT REPRESENTS AN AMENDMENT TO "SNOWCREST HOTEL CONDOMINIUMS", AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER (RECORDED ON FEBRUARY 22, 1980 AS ENTRY NO. 164032 IN BOOK M152, AT PAGE 107 OF OFFICIAL RECORDS). SINCE THE RECORDATION OF SAID PLAT, THAT PORTION OF THE PROPERTY LYING SOUTH OF THE BACK OF CURB ALONG SILVER KING DRIVE HAS BEEN DEDICATED TO PARK CITY MUNICIPAL CORPORATION. THE LEGAL DESCRIPTION SHOWN ON THIS CONDOMINIUM PLAT REFLECTS SAID DEDICATION.
2. BASIS OF BEARING: SOUTH 00°16'20" WEST BETWEEN THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SECTION 9, T. 2 S., R. 4 E., S.L.B. & M.
3. LOCATED WITHIN: THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, COUNTY OF SUMMIT, STATE OF UTAH.
4. SEE SHEETS 2–5 FOR DETAILED INDIVIDUAL SPACE USAGE OF EACH UNIT.
5. THIS CONDOMINIUM PLAT RELATES TO REAL PROPERTY WHICH IS SUBJECT TO THAT CERTAIN DECLARATION OF CONDOMINIUM FOR SNOWCREST CONDOMINIUMS, RECORDED SIMULTANEOUSLY HEREWITH (ENTRY NO.________, ____________, 2011), AND SUBSEQUENT AMENDMENTS THERETO ("CONDOMINIUM DECLARATION"). THE CONDOMINIUM DECLARATION SETS FORTH THE EASEMENTS, RESTRICTIONS AND GENERAL PLAN OF IMPROVEMENT FOR THE PROJECT AS DESCRIBED IN THIS CONDOMINIUM PLAT. UNLESS THE CONTEXT CLEARLY INDICATES OTHERWISE, ALL CAPITALIZED TERMS AS USED ON THIS CONDOMINIUM PLAT SHALL HAVE THE MEANINGS SET FORTH IN THE CONDOMINIUM DECLARATION.
6. ALL BEARINGS AND DISTANCES SHOWN ARE THE EQUIVALENT OF RECORD UNLESS NOTED.
7. THE OWNER OF THE PROPERTY SHOULD BE AWARE OF ANY ITEMS AFFECTING THE PROPERTY THAT APPEAR IN A TITLE INSURANCE REPORT.
8. PURSUANT TO THE CONDOMINIUM DECLARATION, THE SNOWCREST HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING CERTAIN PORTIONS OF THE PROJECT, INCLUDING BUT NOT LIMITED TO THE COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS AND FACILITIES, AND THE SNOWCREST HOME OWNERS ASSOCIATION SHALL HAVE A PERPETUAL NON–EXCLUSIVE EASEMENT OVER THE PROPERTY AND PROJECT FOR SUCH MAINTENANCE PURPOSES AS FURTHER DESCRIBED IN THE CONDOMINIUM DECLARATION.
9. THE LIMITED COMMON AREAS AND FACILITIES AS DEPICTED ON THIS CONDOMINIUM PLAT ARE RESERVED FOR THE USE OF CERTAIN OWNERS TO THE EXCLUSION OF OTHER OWNERS. EACH RESPECTIVE IMPROVEMENT DESIGNATED ON THIS CONDOMINIUM PLAT AS "LIMITED COMMON AREA" IS APPURTENANT TO THE RESPECTIVE UNIT AS SHOWN HEREON AND ARE FOR THE USE AND ENJOYMENT OF THE OWNERS OF SUCH UNIT.
10. THE SNOWCREST HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE TO ADJUST WASTEWATER MANHOLES TO GRADE ACCORDING TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT (SBWRD) STANDARDS. PRIOR NOTIFICATION OF THE ADJUSTMENTS AND INSPECTION BY THE SBWRD IS REQUIRED.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THAT SNOWCREST HOME OWNERS ASSOCIATION, THE OWNER OF THE HEREON DESCRIBED TRACT OF LAND, TO BE HEREAFTER KNOWN AS "SNOWCREST CONDOMINIUMS", CONSENT TO THE RECORDATION OF THIS CONDOMINIUM PLAT, SUBDIVIDING THE LAND INTO PRIVATE AREAS, COMMON AREAS AND FACILITIES, LIMITED COMMON AREAS AND FACILITIES AND EASEMENTS.

IN WITNESS WHEREOF, OWNER HAS SIGNED THIS __________ DAY OF ____________________, 2011

____
SNOWCREST HOME OWNERS ASSOCIATION. BY: GLEN BOLINE, IT'S PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

ON THIS ________________ DAY OF ______________________, 2011, BEFORE ME, THE UNDERSIGNED NOTARY, PERSONALLY APPEARED GLEN BOLINE, PERSONALLY KNOWN TO ME/PROVED TO ME THROUGH IDENTIFICATION DOCUMENTS ALLOWED BY LAW, TO BE THE PERSON(S) WHOSE NAME(S) IS SIGNED ON THE PRECEDING OR ATTACHED DOCUMENT, AND ACKNOWLEDGED THAT HE/SHE SIGNED IT VOLUNTARILY FOR ITS STATED PURPOSE AS PRESIDENT OF SNOWCREST HOME OWNERS ASSOCIATION.

____
NOTARY PUBLIC

MY COMMISSION EXPIRES: ________________
RESIDING IN ________________
COUNTY, STATE

SURVEYOR'S CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE PERFORMED A SURVEY OF THE HEREON DESCRIBED PROPERTY.

I FURTHER CERTIFY THAT THIS SUBDIVISION PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW AND AS SPECIFIED IN SECTION 57–8–13 OF CHAPTER 8, CONDOMINIUM OWNERSHIP ACT. UTAH CODE TITLE 57. REAL ESTATE.

STATE OF UTAH – PROFESSIONAL LAND SURVEYOR – GREGORY R. WOLBACH – NO. 187788

____
GREGORY R. WOLBACH

DATE: ______________

SHEET 1 OF 6
PLOTTED: MARCH 15, 2011
DRAWING: SNOWCRESTCONDOS.DWG

Evergreen Engineering, Inc.

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CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS __________ DAY OF __________ A.D. 2011.

____
CHAIRMAN

CITY ENGINEER

THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS __________ DAY OF __________ A.D. 2011.

____
CITY ENGINEER

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF __________ CITY COUNCIL THIS __________ DAY OF __________ A.D. 2011. AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED.

____
MAYOR

____
CITY RECORDER

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS __________ DAY OF __________ A.D. 2011.

____
CITY ATTORNEY

SNYDERVILLE BASIN W.R.D.

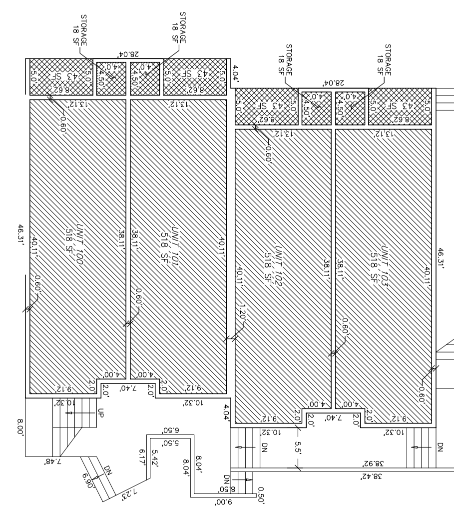
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF __________ AD 2011.

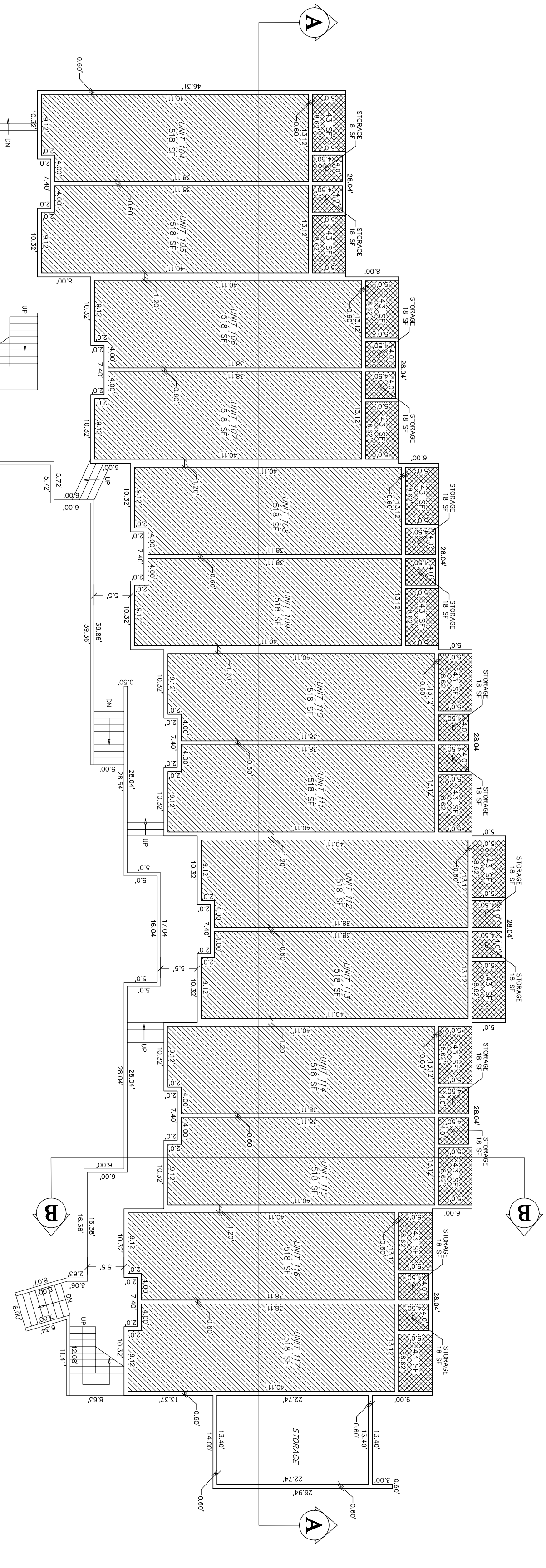
BY: ______________________
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

RECORDED

Nº. __________ .
STATE OF __________ .
COUNTY OF __________ .
RECORDED AND FILED AT THE REQUEST OF:

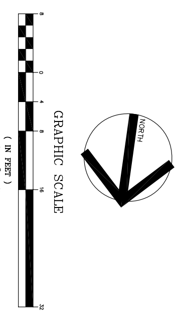
____
COUNTY RECORDER





MAIN FLOOR AREAS

UNIT	AREA
UNIT 100	518 SF
UNIT 101	518 SF
UNIT 102	518 SF
UNIT 103	518 SF
UNIT 104	518 SF
UNIT 105	518 SF
UNIT 106	518 SF
UNIT 107	518 SF
UNIT 108	518 SF
UNIT 109	518 SF
UNIT 110	518 SF
UNIT 111	518 SF
UNIT 112	518 SF
UNIT 113	518 SF
UNIT 114	518 SF
UNIT 115	518 SF
UNIT 116	518 SF
UNIT 117	518 SF
SUBTOTAL	**9,324 SF**
LIMITED COMMON AREA	
UNIT 100	61 SF
UNIT 101	61 SF
UNIT 102	61 SF
UNIT 103	61 SF
UNIT 104	61 SF
UNIT 105	61 SF
UNIT 106	61 SF
UNIT 107	61 SF
UNIT 108	61 SF
UNIT 109	61 SF
UNIT 110	61 SF
UNIT 111	61 SF
UNIT 112	61 SF
UNIT 113	61 SF
UNIT 114	61 SF
UNIT 115	61 SF
UNIT 116	61 SF
UNIT 117	61 SF
SUBTOTAL	**1,098 SF**
COMMON AREA	
BUILDING	3,875 SF
SITE	37,053 SF
SUBTOTAL	**40,928 SF**
TOTAL AREA MAIN LEVEL	**51,350 SF**



HATCHING LEGEND

- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

NO.
DATE
STATE OF
COUNTY OF
RECORDED AT THE REQUEST OF
FEES
RECORDED
COUNTY RECORDER

PLOTTED: MARCH 15, 2011

SNOWCREST CONDOMINIUMS
FIRST FLOOR

FOR: SNOWCREST HOA
DWG: SNOWCRESTFLOORPLANS
JOB NO. 1020

DESIGNED BY: ADM
DRAWN BY: ADM
CHECKED BY: GRW/ADM

SHEET 2 OF 6

REVISIONS		
DATE	BY	COMMENTS

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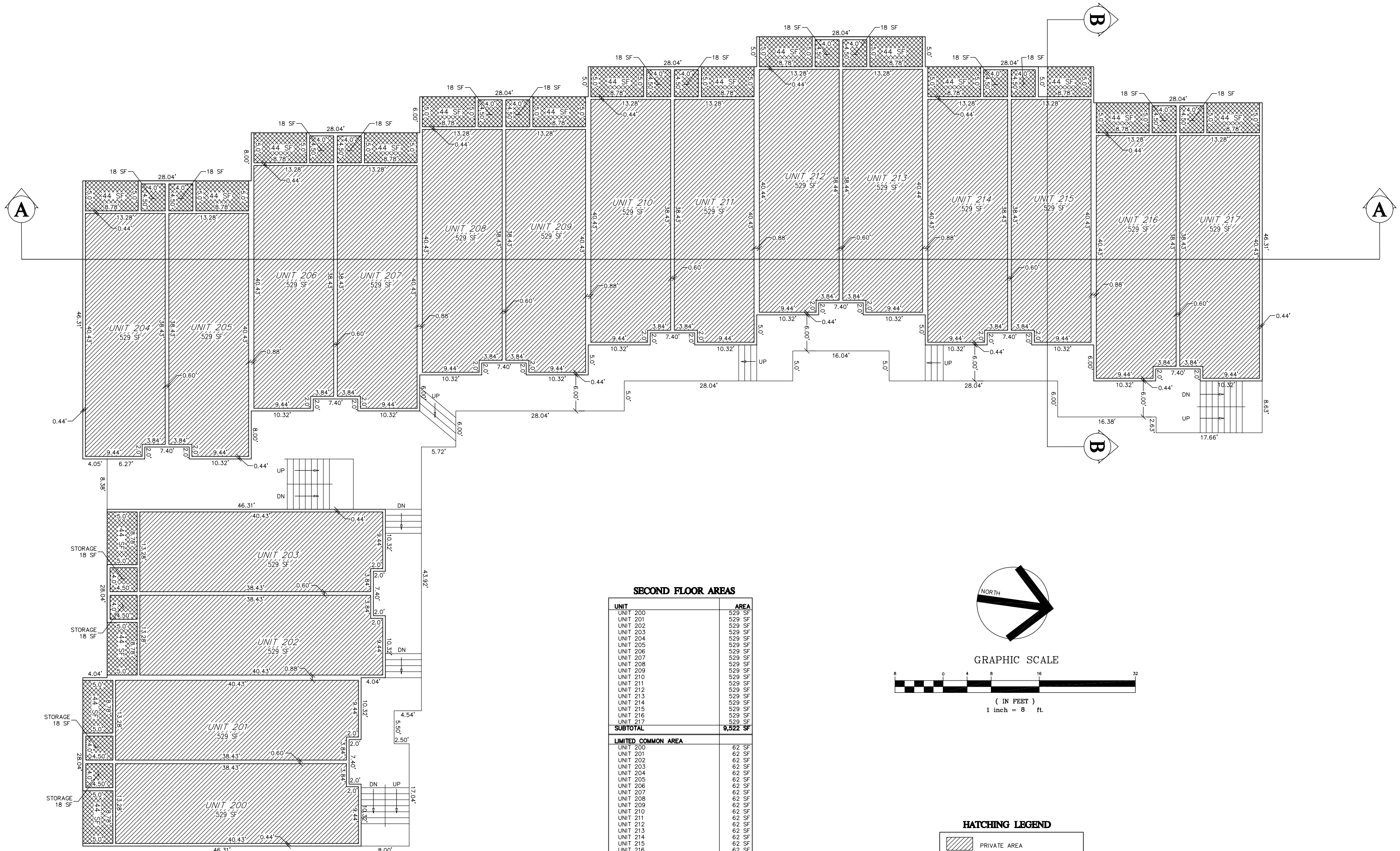

SECOND FLOOR AREAS

UNIT	AREA
UNIT 200	529 SF
UNIT 201	529 SF
UNIT 202	529 SF
UNIT 203	529 SF
UNIT 204	529 SF
UNIT 205	529 SF
UNIT 206	529 SF
UNIT 207	529 SF
UNIT 208	529 SF
UNIT 209	529 SF
UNIT 210	529 SF
UNIT 211	529 SF
UNIT 212	529 SF
UNIT 213	529 SF
UNIT 214	529 SF
UNIT 215	529 SF
UNIT 216	529 SF
UNIT 217	529 SF
SUBTOTAL	9,522 SF
LIMITED COMMON AREA	
UNIT 200	62 SF
UNIT 201	62 SF
UNIT 202	62 SF
UNIT 203	62 SF
UNIT 204	62 SF
UNIT 205	62 SF
UNIT 206	62 SF
UNIT 207	62 SF
UNIT 208	62 SF
UNIT 209	62 SF
UNIT 210	62 SF
UNIT 211	62 SF
UNIT 212	62 SF
UNIT 213	62 SF
UNIT 214	62 SF
UNIT 215	62 SF
UNIT 216	62 SF
UNIT 217	62 SF
SUBTOTAL	1,116 SF
COMMON AREA	3,152 SF
TOTAL AREA	13,790 SF

NORTH

GRAPHIC SCALE

(IN FEET)
1 inch = 8 ft.

HATCHING LEGEND

	PRIVATE AREA
	LIMITED COMMON AREA
	COMMON AREA

PLOTTED: MARCH 15, 2011

RECORDED
NO.____________
DATE______________________
STATE OF______________________
COUNTY OF______________________
RECORDED AT THE REQUEST OF______________________
FEES______________ ______________________ COUNTY RECORDER

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SNOWCREST CONDOMINIUMS SECOND FLOOR

FOR: SNOWCREST HOA
DWG: SNOWCRESTFLOORPLANS
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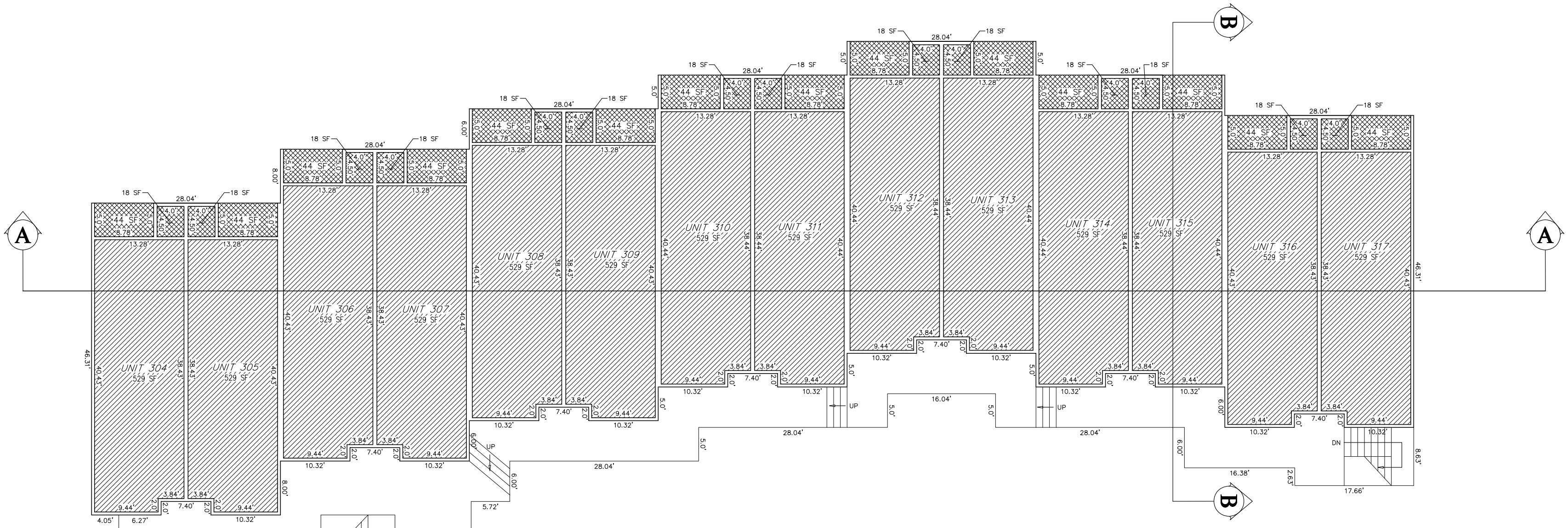
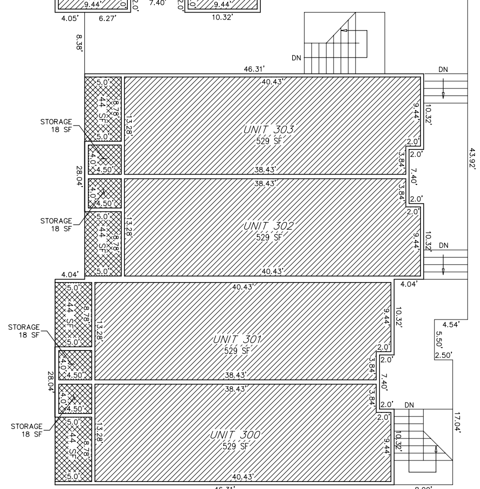
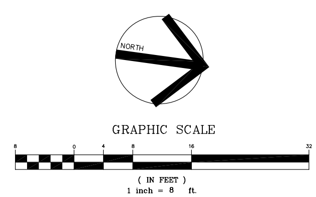
SHEET 3 OF 6





THIRD FLOOR AREAS

UNIT	AREA
UNIT 300	529 SF
UNIT 301	529 SF
UNIT 302	529 SF
UNIT 303	529 SF
UNIT 304	529 SF
UNIT 305	529 SF
UNIT 306	529 SF
UNIT 307	529 SF
UNIT 308	529 SF
UNIT 309	529 SF
UNIT 310	529 SF
UNIT 311	529 SF
UNIT 312	529 SF
UNIT 313	529 SF
UNIT 314	529 SF
UNIT 315	529 SF
UNIT 316	529 SF
UNIT 317	529 SF
SUBTOTAL	**9,522 SF**
LIMITED COMMON AREA (STORAGE + PATIOS)	
UNIT 300	62 SF
UNIT 301	62 SF
UNIT 302	62 SF
UNIT 303	62 SF
UNIT 304	62 SF
UNIT 305	62 SF
UNIT 306	62 SF
UNIT 307	62 SF
UNIT 308	62 SF
UNIT 309	62 SF
UNIT 310	62 SF
UNIT 311	62 SF
UNIT 312	62 SF
UNIT 313	62 SF
UNIT 314	62 SF
UNIT 315	62 SF
UNIT 316	62 SF
UNIT 317	62 SF
SUBTOTAL	**1,116 SF**
COMMON AREA	**3,152 SF**
TOTAL AREA	**13,790 SF**



HATCHING LEGEND

	PRIVATE AREA
	LIMITED COMMON AREA
	COMMON AREA

PLOTTED: MARCH 15, 2011

RECORDED

NO.____________
DATE____________
STATE OF____________
COUNTY OF____________
RECORDED AT THE REQUEST OF____________
FEES____________ COUNTY RECORDER

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REVISIONS

DATE	BY	COMMENTS

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DRAWN BY: ADM
CHECKED BY: GRW/ADM

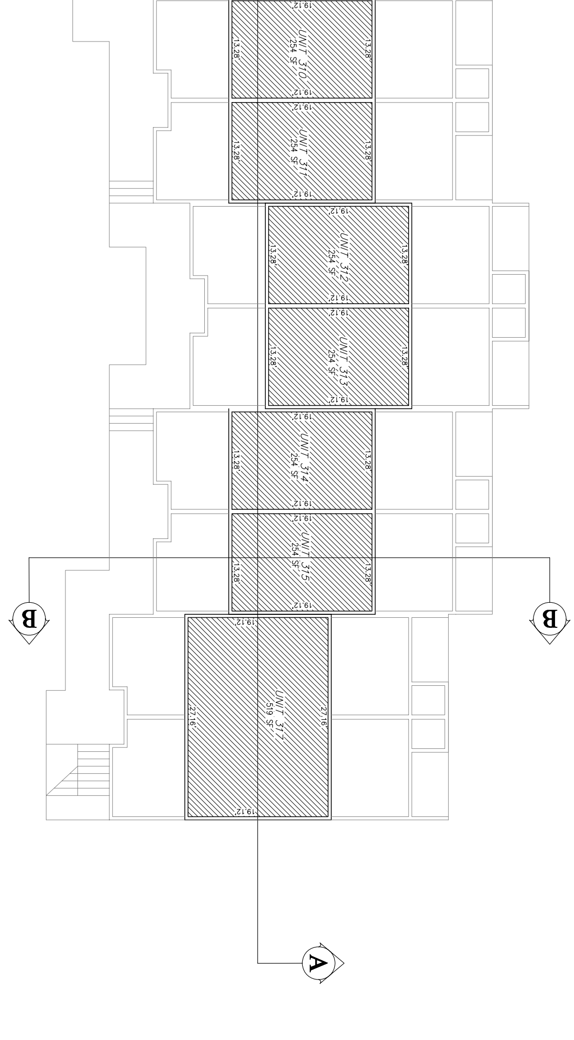
SNOWCREST CONDOMINIUMS
THIRD FLOOR

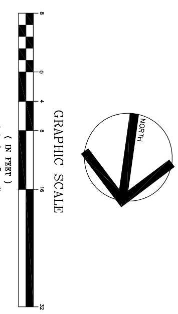
FOR: SNOWCREST HOA
DWG: SNOWCRESTFLOORPLANS
JOB NO. 1020

SHEET 4 OF 6

LOFT AREAS

UNIT	AREA
UNIT 300	254 SF
UNIT 301	254 SF
UNIT 302	254 SF
UNIT 303	254 SF
UNIT 304	254 SF
UNIT 305	369 SF
UNIT 306	369 SF
UNIT 307	254 SF
UNIT 308	254 SF
UNIT 309	254 SF
UNIT 310	254 SF
UNIT 311	254 SF
UNIT 312	254 SF
UNIT 313	254 SF
UNIT 314	254 SF
UNIT 315	254 SF
UNIT 317	519 SF
SUBTOTAL	**4,813 SF**
LIMITED COMMON AREA	**0 SF**
COMMON AREA	**524 SF**
TOTAL AREA	**5,337**





RECORDED
NO.
DATE
STATE OF
COUNTY OF
RECORDED AT THE REQUEST OF
FEES
COUNTY RECORDER

PLOTTED: MARCH 15, 2011

SHEET 5 OF 6

SNOWCREST CONDOMINIUMS
THIRD FLOOR

FOR: SNOWCREST HOA
DWG: SNOWCRESTFLOORPLANS
JOB NO. 1020

DESIGNED BY: ADM
DRAWN BY: ADM
CHECKED BY: GRW/ADM

REVISIONS		
DATE	BY	COMMENTS

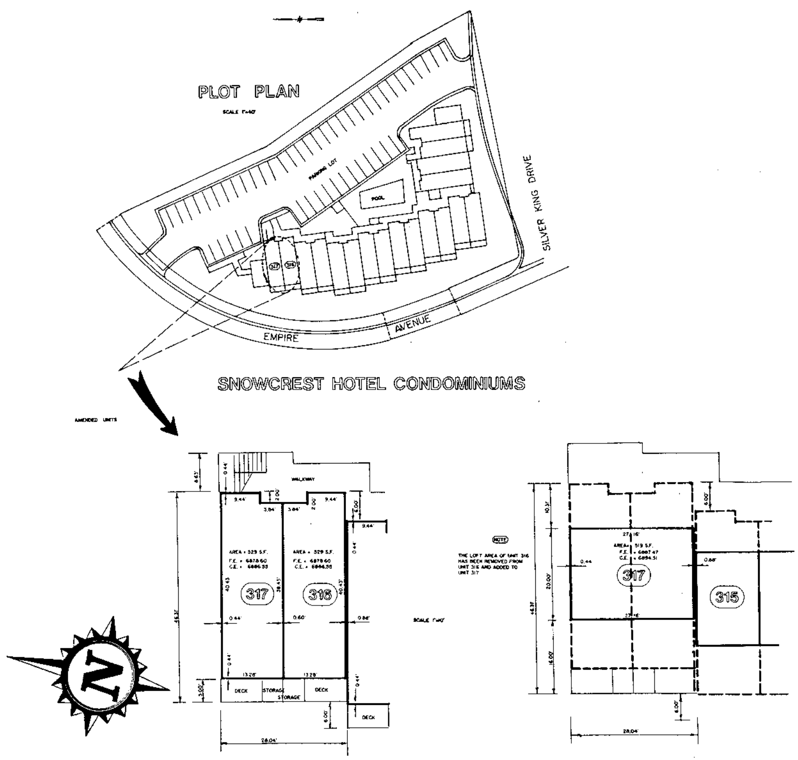
Evergreen Engineering, Inc.
Civil Engineering * Land Surveying * Land Planning
1670 Bonanza Drive * Suite 104
P.O. Box 2861 * Park City * Utah * 84060
Phone: (435) 649-4667 * Fax: (435) 649-9219
E-mail: office@evergreen-eng.com

PRIOR SERIAL # SCT - UNIT #

NEW SERIAL # SCT - UNIT # - AM

UNITS 316 and 317 of

SNOWCREST HOTEL CONDOMINIUM AMENDED PLAT



UNITS 316 AND 317 ARE AMENDED AS SHOWN

SURVEYOR'S CERTIFICATE

I, Jack L. DeMass, do hereby certify that I am a Registered Land Surveyor and that I hold certificate No. 3552 as prescribed by the laws of the State of Utah, and that I have amended the Record of Survey Map of the SNOWCREST HOTEL CONDOMINIUMS, a Utah Condominium Project located in Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

The amendment is confined to an interior change in the loft areas of units 316 and 317 and does not change any boundaries or building placement on the project.

The original Record of Survey Map is recorded as instrument No. 164032, dated February 22, 1980, in the official records of Summit County.

January 17, 1994 — Jack L. DeMass #3552

DESCRIPTION OF AMENDED UNITS

UNITS 316 AND 317 OF THE SNOWCREST HOTEL CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 9, T2S, R4E, S.L.B.& M., SUMMIT COUNTY, STATE OF UTAH.

OWNER'S CERTIFICATE OF CONSENT TO RECORD

Know all men by these presents that the undersigned are record owners of the real property described above and pursuant to the Utah Condominium Ownership Act, hereby consent to the recordation of this Amended Record of Survey Map of the SNOWCREST HOTEL CONDOMINIUMS.

ACKNOWLEDGEMENT

State of ~~Utah~~ CALIFORNIA s.s.
County of VENTURA

On this 16th day of February A.D., 1994 personally appeared before me, Veron R. Breckenridge who acknowledged to me that the above owner's certificate of consent to record was executed by them.

12-13-96
Commission expires

Notary Public

Residing in Ventura County

CITY ENGINEER'S APPROVAL

APPROVED THIS 9TH DAY OF MAY, 1994; I FIND THIS PLAT TO BE IN CONFORMANCE WITH INFORMATION ON FILE IN MY OFFICE.

, P.E.
PARK CITY CITY ENGINEER

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal

ALSC Applied Land Surveying Consultants

CITY PLANNING COMMISSION

APPROVED THIS 27TH DAY OF APRIL A.D. 1994 BY THE PARK CITY PLANNING COMMISSION.

CHAIRMAN, PARK CITY PLANNING COMMISSION

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 18th DAY OF May A.D. 1994.

PARK CITY ATTORNEY

CITY COUNCIL

PRESENTED TO THE CITY COUNCIL OF PARK CITY THIS ___ DAY OF May A.D. 1994, AT WHICH TIME THIS AMENDED RECORD OF SURVEY MAP WAS APPROVED AND ACCEPTED.

Anita L. Sheldon
CITY RECORDER

MAYOR

RECORDED # 405376

STATE OF UTAH, SUMMIT COUNTY RECORDED AND FILED AT THE REQUEST OF Coalition Title Company DATE 05-26-94 TIME 15:51 BOOK ____ PAGE ____

$31.00
FEES

SUMMIT COUNTY RECORDER

REVISIONS DATE

Applied Land Surveying Consultants
ALSC

SNOWCREST HOTEL CONDOMINIUM AMENDED PLAT 1994

City Council Staff Report

Author: Jonathan Weidenhamer, Thomas Eddington
Subject: Treasure Hill - Letter of Intent between Park City and the Sweeney Family (MPE, INC.)
Date: November 17, 2011
Type of Item: Administrative

Summary Recommendations

Hold a public hearing and provide direction to return on December 1, 2011 to consider approving an extension to the letter of intent (LOI) with Treasure Hill Owners to continue negotiations.

Background

On April 22, 2010, the City Council elected to appoint a hearing appeal panel as the appeal body for the pending Treasure Hill CUP application. This enabled the Council to explore other roles beyond the traditional regulatory/appeal role, including consideration and negotiation of sale and the purchase and/or transfer of density rights.

On September 30, 2010 Park City (PCMC) and MPE Inc. entered into an LOI (Exhibit A) with the following three premises:

1. Consider various options, not limited to, bond, transfer and/or sale to move approximately 50% of the density off of Treasure Hill;
2. Purse a second parallel track of a complete buyout or transfer of 100% of the density;
3. Participate in a redesign process with the goals of creating a project compatible with old town that addresses the impacts of development including height, visual mass and scale, traffic, excavation, etc.

On April 21, 2011, an update on the progress to date was given and included a public discussion on the negotiations to date. On July 26, 2011 the parties co-hosted a second public open house. Progress on the two density options was presented including: potential price tag; and general structure of the half density option including a potential receiving zone at PCMR receiving.

Included in the July open house was a short survey to gauge public sentiment for these options. Information about these options, along with the survey, was also available on-line. A total of 191 surveys were received (Exhibit B). Key findings included:

- A majority of respondents (61 percent) preferred removing all remaining density from Treasure Hill.
- Twenty-nine percent of respondents preferred the partial reduction in density option.

- Respondents were more divided when it came to bonding for the $48 million cost of the total buy-out. More than thirty percent are unwilling to pay anything to remove the density and twenty-five percent are willing to pay $500 or more annually over the next 15 years.
- Respondents were less divided when it came to bonding for the partial buy-out option. More than one-third of respondents are unwilling to pay anything for this option. Among respondents willing to pay for a partial density reduction, the majority favored less than $100 per year.

Analysis
The LOI is a non-binding agreement which establishes goals of the parties. It is a framework by which to conduct negotiations. The parties spent the last few months meeting to re-define their goals and terms of an extension to the LOI in light of public input and progress to date. The LOI has been reformatted to be simpler and more clearly articulate what next steps and deliverables are – which both parties believe will enable a solution.

Based on public input and the survey from the last open house, we don't believe the community is willing to bond for a partial buyout of density. The Treasure Hill owners need to give a total buy-out cost by December 16, 2011 under the proposed LOI. Also, the pending CUP application with the Planning Commission is also stayed, or put on hold while the LOI is active. The extension being considered is through March 19, 2012 with additional extensions possible based upon incremental progress and deliverables.

The goals and deliverables included in the draft LOI include identifying:

1. A total buy out cost for the entire project by December 16, 2011;
2. Deadline of February 28, 2011 for Treasure Owners to identify the following parameters with the goal of predictability and clarity:
    a. Maximum gross square feet (by use type);
    b. Maximum footprint, height and limits of disturbance;
    c. An optimized parking plan with reduction of maximum parking requirements;
    d. Specific identification of uses or other MPD amendments that Treasure Owners would like to pursue, i.e. a mine tour;
    e. Affordable housing alternatives;
    f. Inclusion of hotel with some residential ownership.
3. Identification of any offer for additional open space at specific price;
4. Consideration of additional development concessions if future flexibility is a priority of Treasure Owners (i.e. extension of expiration for government approvals);
5. Continued work on TDR Receiving Zones;
6. Goals of Redesign, including:

a. Providing a sustainable project compatible with Historic Park City (a definition of “compatible” will be defined);
b. Reducing impacts of the proposed development including: height and/or final above grade massing and scale; final building aesthetics; traffic and parking; and excavation and site impacts.
c. Maintaining the proposed ski-to/ski-from amenities including but not limited to beginner skiing into Historic Park City, new snow making, a high-speed quad lift and a cabriolet/gondola/people mover.

Department Review

This report was reviewed by Sustainability, Executive and Legal Departments.

Significant Impacts

The LOI represents alternatives to the pending Treasure Hill CUP application. While many details would still need to be addressed, the alternatives identified may have significant resulting impacts including but not limited to: taxes from open space bonds, density transfer, the ongoing connection of Main Street to Park City Mountain Resort, the City’s tax base, and hot beds in the downtown. Alternatively, development on Treasure Hill may have impacts related to views, construction, traffic, and the fabric of Old Town.

Private parties are holding all discussions, and all feasibility costs will be borne by private parties. Notwithstanding, the parties may request the City to participate, as they did in the current LOI with the redesign. Any consideration of a new receiving area (amendments to the TDR ordinance) would have to be vetted through a public hearing process at the Planning Commission and City Council.

Recommendation

Hold a public hearing and provide direction to return on December 1, 2011 to consider approving an extension to the letter of intent with Treasure Hill Owners to continue negotiations.

Exhibits

Exhibit A – Draft LOI
Exhibit B – Complete Survey results from July 26, 2011 Open House

Exhibit A – First Amended LOI

DRAFT LETTER OF INTENT
November 17, 2011

Between Park City Municipal Corporation (“Park City”), MPE, Inc. (“MPE”), and the Property Owners listed below (the “Parties”). The Park City Council, through its appointed negotiators, has been involved in ongoing confidential discussions with the Property Owners (Sweeney Land Company, MPE and Park City II, LLC) and MPE (the applicant of the current Treasure Conditional Use Permit (the “CUP”) related to development alternatives for the Treasure Hill Project). The CUP application continues the process of pursuing the construction of the Treasure Master Planned Development (the “MPD”), approved by the City in 1986. The Parties desire to enter into this letter of intent to guide these continued negotiations.

In negotiation, the Parties have discussed two options to the current CUP/MPD proposal. The first option involved a total buy-out of all development entitlements. The second option involved the purchase of development density by the City, transfer of density entitlements to a receiving zone, and redesign of the remaining Project at Treasure.

The Parties have not agreed to a total buy out value. However, the Parties wish to continue to collaborate on exploring a redesign of approximately 50% of the density at Treasure and the transfer of density to agreed upon receiving zone or zones. (“Redesign Option”)

Therefore, the parameters and new deadlines for each option are as follows:

Option 1: Total Buy-out. The Property Owners shall confirm their offer price by December 16, 2011.

Option 2: Prior to March 19, 2012, the Property Owners agree to collectively provide initial proposals for the following defined parameters of the Redesign Option towards the goal of providing outcome predictability and clarity of defined uses:

1. Maximum gross square footage for density at Treasure Hill, broken out by proposed use;
2. Maximum building footprint, height and limits of disturbance;
3. Optimized parking plan and proposal for parking space reduction;
4. Phasing and bonding plan;
5. Any use or other MPD amendments desired to the MPD;
6. Any alternatives regarding affordable housing; and
7. Inclusion of Hotel with some residential ownership.

By March 19, 2012, the Property Owners shall identify any offer for additional open space at a specific price. The Owners understand that the City may propose additional development concessions in return for future development flexibility, including phasing/expiration of approvals.

Additionally, the Parties will continue to identify the parameters and potential zones of the transferred density. The Parties will also have to identify proposed modifications to the Development Parameters and Conditions of the Sweeney Properties 1986 MPD to accommodate the revised Project, subject to Planning Commission approval.

The goals of the design parameters will include providing a sustainable project compatible (a definition of "compatible" will be defined prior to execution of an agreement) with Historic Park City and reducing impacts of the proposed development including: height and/or final above grade massing and scale; final building aesthetics; traffic and parking; and excavation and site impacts. This is to be accomplished while maintaining the proposed ski-to/ski-from amenities including but not limited to beginner skiing into Historic Park City, new snow making, a high-speed quad lift and a cabriolet gondola people mover.

The Parties are committed to working with reasonable diligence to gather the information needed and conclude the negotiations. The Parties understand that the process of crafting a final development plan will include participation in open houses to inform the public, providing updates to the planning commission and city council, and perhaps conducting an election to determine if a bond would be approved to fund a total density buy-down.

The next step in this process will be for the Property Owners to determine whether to engage consultants and work with the City to identify initial design parameters for optimal development at Treasure and to review conceptual options for utilization of the density to be transferred. The Parties also anticipate that this can be concluded before this letter of intent expires and will work together diligently to accomplish this. Once these tasks are finished, the Parties can seek public approval of a preferred option and finalize long-term plans for Treasure.

In order to allow time for the mutual exploration of these options, the Parties agree that MPE will continue to hold the CUP application now pending before the planning commission, and that the suspension of that process and the pursuit of these negotiations will not affect the validity of that CUP application nor the entitlements associated with the 1986 MPD approvals.

The substance of these negotiations, any documents produced by the Parties as part of these negotiations, and any comments or representations made by any Party during these negotiations are limited to these negotiations only and are confidential. Such information shall not be made part of the record of, or used in any manner to influence the approval of, the disapproval of, or conditions imposed upon the current CUP application under consideration by the Planning Commission, or any future CUP or development application for the Treasure property.

Any "final" agreement would continue to be contingent on the required approvals, including density transfer legislative amendments by the Council and a modification of the Sweeney

Properties 1986 Master Plan. Nothing herein is intended to limit the legislative authority of the Park City Council or administrative authority of the Park City Planning Commission.

This letter of intent shall expire March 19, 2012, unless extended by mutual agreement of the parties. The letter of intent may be renewed for up to two (2) successive, six month terms by written notice by the City any time prior to expiration.

Acknowledgment:	**Acknowledgment:**
______________________________	______________________________
Park City Municipal Corporation	**MPE, Inc.**
Acknowledgment:	**Acknowledgment:**
______________________________	______________________________
Sweeney Land Company	**Park City II, LLC**

Exhibit B – July 26 public open house survey results

Question 1

The pending Treasure Hill development application and two alternative development strategies were presented at Tuesday's open house. Please rank these options in order of preference.

	Most Preferred	Second Choice	Least Preferred	N/A	Rating Average	Response Count
Option 1: All Density Removed	**60.8% (107)**	15.9% (28)	21.6% (38)	1.7% (3)	1.60	176
Option 2: Density Reduction/Purchase/Reallocation	29.4% (47)	**58.8% (94)**	8.1% (13)	3.8% (6)	1.78	160
Option 3: Pending Application	17.0% (26)	12.4% (19)	**58.8% (90)**	11.8% (18)	2.47	153
					Optional Comments	54
					answered question	**188**
					skipped question	**3**

See following pages for Optional Comments (54 Responses)

Question 2

Reducing the size of the Treasure Hill project may require a voter-approved bond held during a special bond election. The source of repayment would be a special assessment on property tax bills for 15 years. Please indicate how much you would be willing to pay annually, if anything, for the following density reduction options.

	$500 or more per year	$400 to $499 per year	$300 to $399 per year	$200 to $299 per year	$100 t0 $199 per year	$50 to $99 per year	$1 to $49 per year	$0/not willing to pay	Response Count
Option 1: Remove all density (413,000 square feet) from Treasure Hill and preserving the land as open space.	25.1% (46)	4.4% (8)	8.2% (15)	8.7% (16)	12.6% (23)	8.2% (15)	2.7% (5)	**31.1% (57)**	183
Option 2: Reduce density at Treasure Hill to 213,000 square feet, City purchases 100,000 square feet of density, and 100,000 square feet of density is transferred to Park City Mountain Resort.	7.6% (13)	4.1% (7)	2.9% (5)	8.2% (14)	15.9% (27)	16.5% (28)	14.1% (24)	**34.7% (59)**	170
								answered question	**188**
								skipped question	**3**

Question 3

The Treasure Owners are exploring incorporating a Mine Tour on site as a cultural tourism component. Proceeds would support the Park City Historical Society and Museum. Concern has been expressed regarding potential traffic generation. What is your initial thought about this component?

	Response Percent	Response Count
a) Cool idea -- definitely worth considering	27.9%	53
b) Intrigued – interested in learning more	18.4%	35
c) Concerned – willing to at least think about it	17.9%	34
d) Opposed -- not even mildly interested	35.8%	68
answered question		190

Question 4

Please identify the neighborhood or area in which you live.

	Response Percent	Response Count
Park Meadows	23.9%	45
Aspen Springs/Iron Canyon/Thaynes	6.4%	12
Prospector	8.0%	15
Snow Creek/Saddle View	0.0%	0
Bonanaza/Iron Horse	0.5%	1
Old Town including Main Street	**38.3%**	**72**
The Aerie to April Mountain	0.5%	1
Lower Deer Valley	6.9%	13
Upper Deer Valley	1.6%	3
Park City Resort Area	3.2%	6
Synderville Basin	8.0%	15
Other Summit County	2.7%	5
	Other (please specify)	10
	answered question	**188**

Optional Responses to Question 1 (54)

	Q1. The pending Treasure Hill development application and two alternative development strategies were presented at Tuesday's open house. Please rank these options in order of preference.	
1	we will never replace the value of the open space and countless tv channels that braodcast that shot every year- tourists come here for main street and its unique value - not hotels like everywhere else- build out the pcmr and deer valley lots if the town thinks it needs more bed base	Aug 2, 2011 1:22 PM
2	$50 million payout would be ridiculous.	Aug 2, 2011 9:27 AM
3	Traffic and pedestrian safety issues are most concerning with any development at the proposed Treasure site. I have personally witnessed many accidents and or stuck vehicles on streets such as Lowell and Empire during the winter months without the presence of a development like Treasure. This is simply not the right location for this size development.	Aug 2, 2011 6:53 AM
4	need a large nice hotel and bed base within walking distance of main street - that benefits all old town businesses.	Aug 1, 2011 10:30 PM
5	Re: Option 2. I want assurances that it will be a reduction from what they are entitled to under the l985 approval.	Aug 1, 2011 9:43 PM

Q1. The pending Treasure Hill development application and two alternative development strategies were presented at Tuesday's open house. Please rank these options in order of preference.		
6	I am new to town but I love the open spaces that we have. One of my questions is how full is the lodging in the winter. Do we really need more lodging?	Aug 1, 2011 8:52 PM
7	The City is delusional. The Treasure Hill development plans are uneconomic, and will never be financed or built in our lifetimes.	Aug 1, 2011 7:35 PM
8	I think you should limit the time that a permit can be used and then it is finished. Letting it lie there for 20 years is ludicrous and foolhardy. Look what's happened. Please consider this in the future.	Aug 1, 2011 5:45 PM
9	It is critical to our city, our quality of life, and our tourism promise of a rural mountain town that we remove all density from this site!	Aug 1, 2011 5:10 PM
10	Impacting Lowell and Empire Avenues are of prime concern as in our April 2, 2011 letter to Jonathan Weidemeyer, Please read aloud.	Aug 1, 2011 4:31 PM
11	I do not think the project as currently outlined should be approved for our neighborhood. I have written before with my concerns about traffic, safety, noise, etc.	Aug 1, 2011 3:48 PM
12	Option #2 would severely damage the Old Town view - and can never be reclaimed. Use Net Present Value to calculate payment.	Aug 1, 2011 3:39 PM
13	I would prefer the no Density option, I think the city should make an offer to the developers to buy out the development rights to the property. Development in this location would ruin the aesthetics of our town forever. In addition it would be another step away from a livable Old Town. It is already difficult to live here and the City's policies discourage full time residents. From parking restrictions to tourist traffic to zoning issues, living here is a constant battle with our city government. More development, more traffic, a poorly planned development at the end of a residential street; it is all a bad idea.	Aug 1, 2011 3:33 PM
14	Want no tax dollars spent on paying the developer not to develop!	Aug 1, 2011 3:27 PM
15	$50 million seems way too much for a property which couldn't be sold for $15 million in a much better economy just before it was pulled off the market.	Aug 1, 2011 3:03 PM
16	Option 2 would damage what remains of the Old Town viewscape. Never to be reclaimed. There are already too many garish structures on the high, EAST-FACING hillside! Negotiate a fair purchase price for the S. Family property (determine the NET PRESENT VALUE of the property by discounting the Sweeney property 'business plan' with due consideration given to present commercial real estate economic conditions). Considering the time-value of money, this would be the best deal they could ever obtain.	Aug 1, 2011 2:44 PM
17	Paying to reduce part of the density makes no sense. Let's buy it all or transfer it all and save the hillside. Don't MOVE the density to the Maple-covered hillside above the resort. Keep that one open too.	Aug 1, 2011 2:35 PM
18	As a former resident of Chicago I gained an appreciation of the City of Chicago retaining the lake front for public use. This is a model for a world class city that, as a home owner in Park City, I wish would be implemented.	Aug 1, 2011 2:33 PM

Q1. The pending Treasure Hill development application and two alternative development strategies were presented at Tuesday's open house. Please rank these options in order of preference.		
19	Let them build EXACTLY what was approved in the 80's. No more, no less. Let's see if they can get financing...	Aug 1, 2011 2:01 PM
20	While bulding mass would be significant if not reduced, carrying 15 years of bond debt may be excessively burdomsome, particularly when, in the current negative economic envoronment, the developer may not actually pursue such a massive building even if approved. The city should not underestimte a potential bluff by the developer.	Aug 1, 2011 1:58 PM
21	Let the economy dictate what can be built, with extensive design and historic reviews.	Aug 1, 2011 9:44 AM
22	The pending application is a MONSTER! However, I don't envision an agreement being made to buy out all the density. Option 2 will be the likely result of the project. A couple concerns are keeping the design to blend in with existing architecture and making the roads safe for travel for current residents and guests of the proposed redesign. Ideally, it would be great to encourage a 'no car' vacation but the reality is people will still rent cars. Travel on 8th St, Norfolk, Lowell and Woodside are tight as it is.	Jul 31, 2011 3:04 PM
23	We must preserve this important open space.Let's buy out the Sweeneys or swap them some land in less populated summit county.	Jul 31, 2011 12:54 PM
24	All Density removed only at a ($) Price that is reasonable!	Jul 31, 2011 12:48 PM
25	Why does the city allow them to bring in plans over two and a half times as large as their approval. Why pay them $15M and get such a huge project. It is not halph density from what was originally approved.	Jul 31, 2011 10:27 AM
26	Moving the building density to PCMR will simply ruin PCMR and the views around it, plus the traffic and congestion will be horrible. The whole project really needs to be halted, not just moved around or scaled back.	Jul 31, 2011 9:46 AM
27	With the current and the foreseeable future's real estate environment, banks and other investment groups would not be willing to finance one million square feet of construction even in the best resort town in the country. Call the Sweeneys' bluff! Ask yourself this question, "Would either the Montage or St. Regis get financed and built if someone proposed those projects today?" No, of course not. As far as the $15M option, it is cleverly being portrayed as much more reasonable than the pending application. Instead it is very likely that the $15M will be used by the Sweeneys as the seed investment to attract the remaining funding from other financiers. In essence, Park City would be leading the way towards the fate it so desperately wants to avoid.	Jul 30, 2011 10:32 PM
28	Let the free market forces determine if a non-governmental group wants to develop this property. It is going to have to be a well heeled investor group. I'm not concerned about density, only about unfair and unjust taxes.	Jul 30, 2011 9:58 PM
29	Why would the taxpayers pay $15M to the Sweeneys for them to build larger than the original approval at the Treasure Hill site. They also get to build above the Marriott as an added bonus to our $15M and we still get a larger Treasure Hill than the 1985 approval. Sounds like they have an edge in the negotiation.	Jul 30, 2011 6:52 PM

Q1. The pending Treasure Hill development application and two alternative development strategies were presented at Tuesday's open house. Please rank these options in order of preference.		
30	This is just Sweeney enrichment and complaints by people who don't own the property. Let them build what they are allowed to build and then collect taxes and permit fees on the development.	Jul 30, 2011 2:02 PM
31	New plan is far superior. Move some are all density to equally valuable sites like Banberry/Bernolfo, PCMR Hollow and parking lots!!	Jul 30, 2011 1:17 PM
32	the end game has ALWAYS BEEN THE SAME for the Sweeneys, the big pay-off at the end. this was explained to me early on by one of the Sweeny's employees	Jul 30, 2011 6:59 AM
33	Buying down half the project or what not is a dumb idea, the construction traffic will still be ridiculous. Also, why did they even get approval to expand the project from its original concept. The special approval to increase the size of the project should have been rejected and then the cost of buying out the whole project would have been less. The traffic that this project will generate will be completely out of control and if approved, the city better be ready to be responsible for any pedestrian injuries or fatalities that occur because of all the traffic in Old Town. The city couldn't even properly oversee the building of a sidewalk correctly on my street so my children have to walk down the road while traffic passes by them at 20-25mph 3 feet away. Oh, they could jump onto the sidewalk if cars weren't parked all over it. Thanks!	Jul 30, 2011 1:26 AM
34	50 million for that land sounds very high in this market. we need better negotiators	Jul 29, 2011 11:44 PM
35	I can't imagine the Sweeneys will agree to a reasonable price. I believe they know they will never be able to build what they applied for and want the public to pay them instead.	Jul 29, 2011 10:03 PM
36	Bullshit survey and stacked toward the buyout options. There should also be a column for ORIGINAL APPROVED PROJECT	Jul 29, 2011 7:08 PM
37	Option 1, without a Bond. Otherwise, Option 3, or Option 2 without a Bond.	Jul 29, 2011 6:40 PM
38	As a property owner on Upper Woodside Ave, I am concerned with the impact a resort development would have on the neighborhood. I support efforts to move the density to a more suitable property.	Jul 29, 2011 6:04 PM
39	building height is my biggest issue	Jul 29, 2011 5:57 PM
40	This is a boondogle from the start. It was laid aside for a decade or more and its time has passed with respect to now being nothing but a Sweeney nightmare that will destroy the area for years of building, excavating and all the rest.	Jul 29, 2011 11:41 AM
41	Before deciding between option 1 and 2 I would like to see data regarding both the opinions of actual and potential tourists. Tourism is our economic base and is more important than temporary inconvenience or maintaining our visual esthetics - the Park City mountain town look. If the project helps tourism, I am for the reduced density option; if it hurts tourism I oppose it. A consideration regarding the overall effect is the retail space. The lodging might provide a temporary increase in visits; however, if the retailing hurts Main Street that may in the longer term negatively impact tourism.	Jul 29, 2011 10:58 AM

Q1. The pending Treasure Hill development application and two alternative development strategies were presented at Tuesday's open house. Please rank these options in order of preference.		
42	pending application is excessive relative to currrent zoning, and site constraints, yet we use it as baseline. It must be presented with the Planning Dept statement of current zoning, site restrictions, and the potential, or realistic denial of the application.	Jul 29, 2011 7:52 AM
43	The new model seems much better than the former ones and seems to fit the area well. I still feel great concern for the impact on the people in the neighborhood of building and maintaining the hotel complex. I am also extremely concerned about traffic congestion increase from a new building.	Jul 28, 2011 9:45 PM
44	Jon: As I mentioned to you I am concerned about impact of allocation to lower Lowell Avenue as a result of the scale of retaining required for a road to access the base area of PCMR. The traffic noise as a result of the new street cut into the mountainside next to my 1197 Lowell property is of great concern. I took a quick look at the rendering of pending application and I thought it was awful and looked like a prison. Maybe that was the desired affect. The developer and his engineers and architects could certainly have made it more attractive and more in harmony with the landscape. Developer will have difficulty selling it as drawn. Leave the development where it is but work to soften impact.	Jul 28, 2011 8:47 PM
45	While I would prefer to remove all density, I am not willing to see my taxes increase to do so, this is and old town issue, for those of us who do not live on the 3 or 4 streets that are impacted we are potentially being asked to pay a lot, I fail to see any benefit to the community at large from removal of all density	Jul 28, 2011 8:06 PM
46	please preserve this vital and sensitive Treasure Hill land forever.	Jul 28, 2011 7:45 PM
47	Not in favor of the Treasure Hill project.	Jul 28, 2011 4:16 PM
48	I do believe something should be built, as I believe it would be good for the continue development and business on main street; but I would like to see less density than the pending application	Jul 28, 2011 3:39 PM
49	I question the feasibility of the development. Let them try to build what they are proposing and see how the market responds. I question as to whether or not the Sweeney's will find a developer willing to build the project as it is infeasible to construct and still get a decent return on investment. Let the market decide. This "new world" economy, which will likely be with us for many years,it is going to preclude the sort of expensive development proposed by Treasure Hill.	Jul 28, 2011 2:46 PM
50	This will be good for old town businesses and should go ahead	Jul 28, 2011 2:43 PM
51	Sweeneys should be told that the residents will not be held hostage to the values that they believe there vacant land is worth. No outside developer would be willing to pay these outrageous numbers. The Sweeneys should be told to sell there land on the open market.	Jul 28, 2011 2:34 PM
52	This is not a fair question, since I don't know what 50% density reduction will look like. I like the idea of 50% reduction, and I like the idea of working with Treasure Hill to ensure the final project is not an eyesore. However, let's not be stupid: in today's market, there is NO WAY that the Sweenys can actually sell as much density as they own. We are in a long term real estate recession. So, let's not buy density from the Sweenys that the Sweenys couldn't sell anyway. A	Jul 28, 2011 2:32 PM

Q1. The pending Treasure Hill development application and two alternative development strategies were presented at Tuesday's open house. Please rank these options in order of preference.		
	tasteful development that enhanced PCMR would be a good thing and let's not forget that even during the mining era some buildings were bigger than shacks. That said, forget the hideous towers proposed; put Jack Thomas in charge of suggesting viable alternatives! I should add that Question number 2 is also flawed, since the amount one pays is a function of one's assessment, so my response will not be helpful without knowing my full assessment.	
53	Pending application is not at all preferred, but nor do I think all density should be removed.	Jul 28, 2011 2:06 PM
54	No bond; allow density in Treasure and relocated at PCMR if possible. No commercial attracting outside traffic; support commercial only.	Jul 28, 2011 8:29 AM

DRAFT LETTER OF INTENT
November 17, 2011

Between Park City Municipal Corporation ("Park City"), MPE, Inc. ("MPE"), and the Property Owners listed below (the "Parties"). The Park City Council, through its appointed negotiators, has been involved in ongoing confidential discussions with the Property Owners (Sweeney Land Company, MPE and Park City II, LLC) and MPE (the applicant of the current Treasure Conditional Use Permit (the "CUP") related to development alternatives for the Treasure Hill Project). The CUP application continues the process of pursuing the construction of the Treasure Master Planned Development (the "MPD"), approved by the City in 1986. The Parties desire to enter into this letter of intent to guide these continued negotiations.

In negotiation, the Parties have discussed two options to the current CUP/MPD proposal. The first option involved a total buy-out of all development entitlements. The second option involved the purchase of development density by the City, transfer of density entitlements to a receiving zone, and redesign of the remaining Project at Treasure.

The Parties have not agreed to a total buy out value. However, the Parties wish to continue to collaborate on exploring a redesign of approximately 50% of the density at Treasure and the transfer of density to agreed upon receiving zone or zones. ("Redesign Option")

Therefore, the parameters and new deadlines for each option are as follows:

Option 1: Total Buy-out. The Property Owners shall confirm their offer price by December 16, 2011.

Option 2: Prior to March 19, 2012, the Property Owners agree to collectively provide initial proposals for the following defined parameters of the Redesign Option towards the goal of providing outcome predictability and clarity of defined uses:

1. Maximum gross square footage for density at Treasure Hill, broken out by proposed use;
2. Maximum building footprint, height and limits of disturbance;
3. Optimized parking plan and proposal for parking space reduction;
4. Phasing and bonding plan;
5. Any use or other MPD amendments desired to the MPD;
6. Any alternatives regarding affordable housing; and
7. Inclusion of Hotel with some residential ownership.

By March 19, 2012, the Property Owners shall identify any offer for additional open space at a specific price. The Owners understand that the City may propose additional development concessions in return for future development flexibility, including phasing/expiration of approvals.

Additionally, the Parties will continue to identify the parameters and potential zones of the transferred density. The Parties will also have to identify proposed modifications to the

Development Parameters and Conditions of the Sweeney Properties 1986 MPD to accommodate the revised Project, subject to Planning Commission approval.

The goals of the design parameters will include providing a sustainable project compatible (a definition of "compatible" will be defined prior to execution of an agreement) with Historic Park City and reducing impacts of the proposed development including: height and/or final above grade massing and scale; final building aesthetics; traffic and parking; and excavation and site impacts. This is to be accomplished while maintaining the proposed ski-to/ski-from amenities including but not limited to beginner skiing into Historic Park City, new snow making, a high-speed quad lift and a cabriolet gondola people mover.

The Parties are committed to working with reasonable diligence to gather the information needed and conclude the negotiations. The Parties understand that the process of crafting a final development plan will include participation in open houses to inform the public, providing updates to the planning commission and city council, and perhaps conducting an election to determine if a bond would be approved to fund a total density buy-down.

The next step in this process will be for the Property Owners to determine whether to engage consultants and work with the City to identify initial design parameters for optimal development at Treasure and to review conceptual options for utilization of the density to be transferred. The Parties also anticipate that this can be concluded before this letter of intent expires and will work together diligently to accomplish this. Once these tasks are finished, the Parties can seek public approval of a preferred option and finalize long-term plans for Treasure.

In order to allow time for the mutual exploration of these options, the Parties agree that MPE will continue to hold the CUP application now pending before the planning commission, and that the suspension of that process and the pursuit of these negotiations will not affect the validity of that CUP application nor the entitlements associated with the 1986 MPD approvals.

The substance of these negotiations, any documents produced by the Parties as part of these negotiations, and any comments or representations made by any Party during these negotiations are limited to these negotiations only and are confidential. Such information shall not be made part of the record of, or used in any manner to influence the approval of, the disapproval of, or conditions imposed upon the current CUP application under consideration by the Planning Commission, or any future CUP or development application for the Treasure property.

Any "final" agreement would continue to be contingent on the required approvals, including density transfer legislative amendments by the Council and a modification of the Sweeney Properties 1986 Master Plan. Nothing herein is intended to limit the legislative authority of the Park City Council or administrative authority of the Park City Planning Commission.

This letter of intent shall expire March 19, 2012, unless extended by mutual agreement of the parties. The letter of intent may be renewed for up to two (2) successive, six month terms by written notice by the City any time prior to expiration.

Acknowledgment:

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Park City Municipal Corporation

Acknowledgment:

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MPE, Inc.

Acknowledgment:

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Sweeney Land Company

Acknowledgment:

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Park City II, LLC