PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
November 15, 2018

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, November 15, 2018.

CLOSED SESSION - 2:15 p.m.

To Discuss Property, Personnel and Litigation

WORK SESSION

4:15 p.m. - Council Questions and Comments

4:30 p.m. - Open Meetings Act Training
Open Meetings Training Presentation

4:45 p.m. - Park Silly Sunday Market 2018 Debrief
Park Silly Sunday Market Staff Report
Exhibit A: Background
Exhibit B: 2018 Measures of Success
Exhibit C: End of Season Analysis

5:15 p.m. - FIS World Cup and Community Celebration Overview
2019 World Championship Staff Report
Exhibit A: 2019 Application Fee Reduction and Supplemental Information
Exhibit B: 2019 Event Analysis

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Consideration to Approve the City Manager's Proposed Appointment of Mindy Finlinson as the City Treasurer of Park City Municipal Corporation
(A) Public Input (B) Action

City Treasurer Staff Report

2. Consideration to Appoint Samantha Osselaer to Fulfill a Vacant Term on the Park City Public Art Advisory Board Ending After June of 2020
(A) Public Input (B) Action
Public Art Advisory Board Staff Report

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports

1. Special Event Fee Reduction Approvals - FY 2019 Part 2
Fee Reduction Staff Report
Exhibit A: Special Event Fee Reduction Background
Exhibit B: Special Event Fee Reduction Summary

IV. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

V. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from September 27, 2018
September 27, 2018 Minutes

VI. NEW BUSINESS

1. Consideration to Approve Ordinance No. 2018-56, an Ordinance Approving the Shadow Ridge Condominiums Third Amended Condominium Plat, Amending Units 4001, 4002, 4216, 4217, 4316, 4317, 4416 & 4417, Located at 50 Shadow Ridge Road, Park City, Utah
(A) Public Hearing (B) Action
50 Shadow Ridge Rd Staff Report and Ordinance
50 Shadow Ridge Rd Exhibits

2. Consideration to Approve Ordinance No. 2018-57, an Ordinance Abandoning/Vacating the Mine Cart Condominium Record of Survey Map, Repealing Ordinance No. 06-79, and Approving the Mine Cart Subdivision Plat, a Two (2) Lot Subdivision, Located at 553 Deer Valley Loop Road, Park City, Utah
(A) Public Hearing (B) Action
553 Deer Valley Loop Rd Staff Report and Ordinance
553 Deer Valley Loop Rd Exhibits

3. Consideration to Authorize the City Manager to Execute an Agreement with Proterra, in a Form Approved by the City Attorney, for the Electric Bus Battery Lease
(A) Public Input (B) Action
Proterra Battery Lease Staff Report
Park City Battery Lease
Battery Lease Agreement Appendices and Exhibits
Battery System Warranty

4. Consideration to Approve Resolution 29-2018, a Resolution Adopting the 2019 City Property Disposition List
(A) Public Input (B) Action
2019 Park City Disposition List and Resolution

5. Consideration to Approve Ordinance No. 2018-58, an Ordinance Amending the Municipal Code of Park City Section 2-3-11 Regulating the Review of Disposals of Significant Parcels of Real Property
(A) Public Hearing (B) Action
Property Disposal Staff Report and Ordinance

VII. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. 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 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

***Parking validations will be provided for Council meeting attendees that park in the China Bridge parking structure.**

Agenda Item No:

Council Agenda Item Report

Meeting Date: November 15, 2018
Submitted by: Michelle Kellogg
Submitting Department: Legal
Item Type: Staff Report
Agenda Section: WORK SESSION

Subject:
4:30 p.m. - Open Meetings Act Training

Suggested Action:
Council will receive required annual training on the Open Public Meetings Act.

Attachments:
Open Meetings Training Presentation

Open and Public Meetings Act
Annual Training

Park City
City Council
November 15, 2018

Spirit of the Act

- Act Openly
- Make Decisions Openly
- Deliberate Openly (the hardest part)
- Conduct the People's Business Openly

Openly = In Public

Jeff Parker / *Florida Today*

Spirit of the Act

Who has to follow the OPMA?

- Any local administrative, advisory, executive, or legislative body which:
  - Consists of two or more persons
  - Spends, distributes, or is supported by tax money
  - Has authority to make decisions about the public's business (which has been interpreted to include advisory groups)
- In other words, **you do**!

Mr. Lightman / FreeDigitalPhotos.net

What is a Meeting?

Quorum: For regular Council meetings, 3 members (excluding the Mayor) constitute a quorum. Once there is a quorum, simple majority can approve action. *(U.C.A. § 10-3-504).*

- The Council shall not conduct any business at a meeting unless a quorum is present (including work session or site visit).
- However, the Open and Public Meetings Act's prohibition on improper meetings outside the public meeting likely applies to the Mayor + 2 Council members, since the Mayor may vote in the case of a tie and on certain specific matters. The Act expressly provides that "2 elected officials" may meet to discuss matters without running afoul of the Act. *(U.C.A. § 52-4-103(9)(a)).*

Convene: The calling of a meeting of a public body by a person authorized to do so for the express purpose of discussing or acting upon a subject over which that public body has jurisdiction or advisory power.

- Does not include chance or social meetings – unless they are used to circumvent the Act's purposes.

What is a Meeting? (cont'd)

Social Events: OK for members to socialize, just can't discuss/act on matters under their official jurisdiction.

"Meeting after the Meeting": OK if just social, but staff recommends giving notice and allowing public to attend. Make sure announcement of where you are going is made while people are still paying attention. Don't use the after-meeting to rehash the meeting.

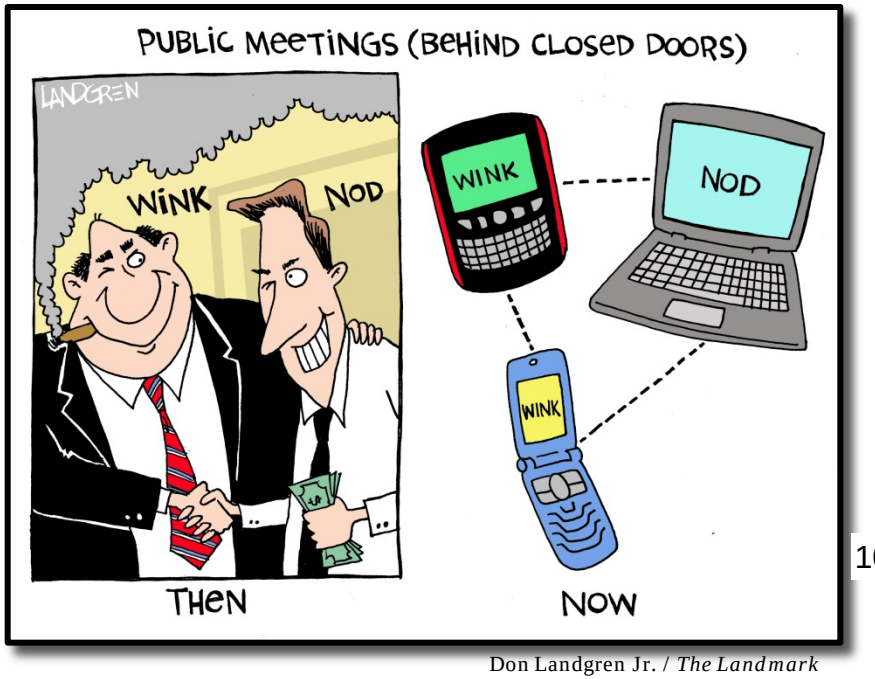
Don Landgren Jr. / *The Landmark*

Conference Call: It's a meeting if a quorum is involved, so don't do it.

What is a Meeting? (cont'd)

Email: Maybe OK – if not sent to quorum or if limited to non-substantive matters (i.e. scheduling). **Cannot act or deliberate behind the scenes.**

- Example: Borough council policy was to provide water for free to fire houses. Councilman wanted to change it so fire houses which sold liquor (as a sort of side business) would not get the exemption. He wrote an email to the other members to get assent, and then changed the policy without any public deliberation or decision. The council's action was challenged under OPMA.
- Cannot send emails during meetings regarding the subject matter of the meeting.



Don Landgren Jr. / *The Landmark*

What is a Meeting? (cont'd)

Remember: Email may be a public record under GRAMA. *(U.C.A. § 63G-2-103).*

- Note: iPads are not city equipment, but emails on your city accounts (or any substantive emails regarding City business, even if on another email account) are subject to GRAMA and OPMA.

Gary Varvel / *Indianapolis Star*

Bottom Line: Citizens are entitled not only to ***know what*** government decides, but to ***observe how and why*** every decision is reached. Communication by email is not entirely off-limits, but all deliberations must be done in public and recorded.

(U.C.A. § 52-4-210: "Nothing in this chapter shall be construed to restrict a member of a public body from transmitting an electronic message to other members of the public body at a time when the public body is not convened in an open meeting.")

Location of Meeting

The Rule: On the day of the regularly scheduled meeting, any work sessions or closed sessions must be held at the regular meeting location, unless:

- The regularly scheduled meeting is being held elsewhere;
- There is an emergency or other extraordinary circumstances;
- The meeting is being held electronically; or
- There is a site visit or traveling tour.

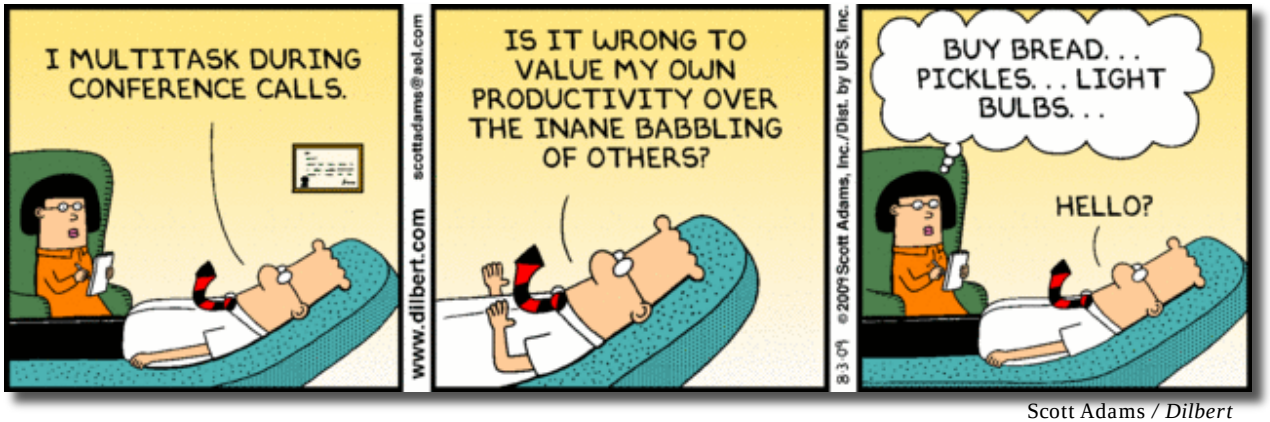
Parks and Recreation

Notice: Must provide public notice of the location.

Electronic Meetings

Electronic Meeting: a public meeting convened or conducted by means of a conference using electronic communications.

- Allowed by Municipal Code § 2-3-2(C) pursuant to the requirements of U.C.A. § 52-4-207. Based on your experiences with electronic meetings, you may adopt rules regarding how such meetings are conducted (i.e. require video connection, etc.).
  - Circumstances such as accepting video testimony on a matter or interviewing a potential board member are not triggered under this provision.



Scott Adams / *Dilbert*

Closed Meetings

Closing a Meeting to the Public: The only reasons that a meeting may be closed to the public (U.C.A. § 52-4-205):

- Discussion of an **individual's character**, professional competence, or physical or mental health.*
  - But not an interview to fill an elected position or a discussion regarding filling an midterm vacancy.
- Strategy session to discuss **collective bargaining**.
- Strategy session to discuss pending or reasonably **imminent litigation**.
  - Must be specific, not an open-ended threat.
- Strategy session to discuss the purchase, exchange, lease, or sale of **real property or water rights** if public discussion of the transaction would: (a) disclose the appraisal or estimated value of the property under consideration; or (b) prevent the public body from completing the transaction on the best possible terms.
  - If selling, must give public notice that property is being offered for sale, and terms of sale must be publicly disclosed before sale is approved.
- Discussions regarding **security** personnel, devices, or systems.*
- Investigative proceedings regarding **allegations of criminal misconduct**.

*Does not require recording.

OPMA Notice Requirements

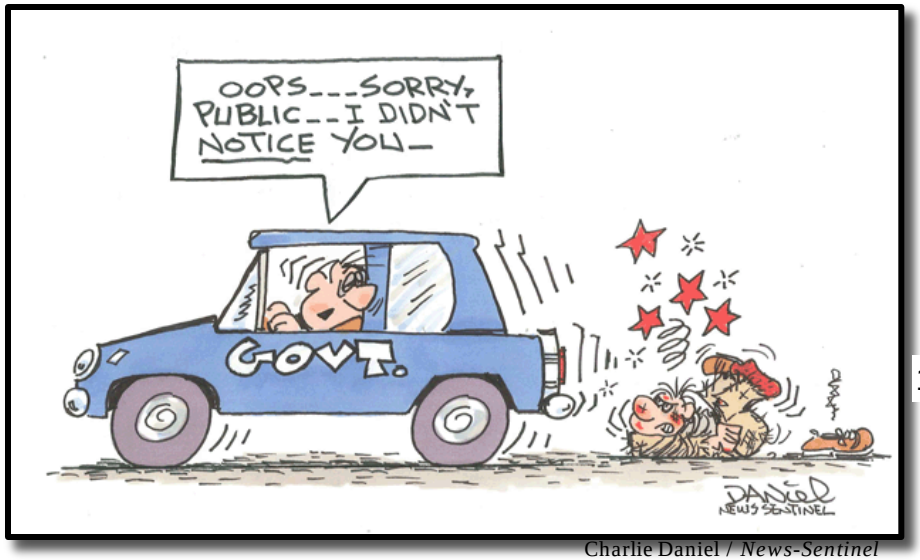
Under OPMA:

- Must provide notice at least 24 hours before the meeting.
- Notice must include the agenda, date, time, and place of meeting.
  - Agenda must be specific enough for public to know what will be discussed.

At a minimum, notice must be:

- Posted on the Utah Public Notice Website; and
- Posted at City Hall;
- Notice to media is met by posting on Public Notice Website so long as the state allows any person to subscribe.

Regular Meetings: Public bodies which hold regular meetings over the course of a year must give notice of its annual schedule every year.



Charlie Daniel / *News-Sentinel*

Public Comment

Open Meeting: Public must be allowed to come and watch, but there is **no requirement to allow them to comment**.

- For example: Congress in action – open, but no public input.
- Public hearings, on the other hand, do require an opportunity for public comment.
- Disruption of meetings does not have to be tolerated.
  - For example, students protested at a UNC Board of Governors meeting regarding a decision to close some facilities. Removing the disruptive students did not violate the OPMA. However, the Board went a step further and closed the meeting to everyone but the media. This did violate the OPMA.
- OK to keep people on point.
- Public's time belongs to everyone, not just the individual who is speaking.
- Topics not on the agenda can be raised by the public and discussed, as long as no final action is taken.

Minutes and Recordings

Required for all public meetings.

- Except for site visits.

Recordings: Must be unedited, of entire meeting, clearly labeled, and available to the public.

- Must be made available within three business days.
- Public has right to record meeting, if they can do so without disrupting.

Minutes: The official record of the meeting.

- Must be approved by the body.
- Can be released to the public before body approval, as long as they are marked "unapproved."
- Draft minutes must be available to public within 30 days after the meeting (and available within three days of the approval).
- Must include:
  - Substance of all matters proposed, discussed, or decided
  - Names people giving testimony and substance of their testimony
  - Individual votes
  - Any additional information requested to be added by a member of the body

Emergency Meetings

Notice: Must give best notice practicable as to the time and place of the emergency meeting, as well as the topics to be considered there.

- Must attempt to notify all members of the body.

The Lord of the Rings

Convening: Majority of the body must agree to hold the meeting because of an "emergency or urgent matter."

Minutes: Should include a statement of the unforeseen circumstances that made the meeting necessary.

Violations of the OPMA

What happens if someone breaks the open-meetings laws?

- In addition to any other penalty under this chapter, a member of a public body who knowingly or intentionally violates OR who knowingly or intentionally abets or advises a violation of any of the closed meeting provisions of this chapter is guilty of a **class B misdemeanor**.
- Action taken in the meeting is voidable if the body violated the Act.

Who can enforce the law?

- The Attorney General
- A county attorney
- A private citizen who has been denied his/her rights under the law can file a lawsuit within 90 days, or within 30 days if it involves bonds, notes, or debt.

The Open & Public Meetings Act

Utah Code § 52-4-101 et seq.

https://le.utah.gov/xcode/Title52/Chapter4/52-4.html?v=C52-4_1800010118000101

Agenda Item No:

Council Agenda Item Report

Meeting Date: November 15, 2018
Submitted by: Jenny Diersen
Submitting Department: Sustainability
Item Type: Work Session
Agenda Section: WORK SESSION

Subject:
4:45 p.m. - Park Silly Sunday Market 2018 Debrief

Suggested Action:
Staff recommends that the Park City Council affirm staff findings that the Park Silly Sunday Market operated consistently with their City Services Agreement and has satisfactorily completed the Measures of Success for the 2018 contract year. Staff also recommends Council approve dates for the 2019 PSSM season as according to section B.2.1 of the City Services Agreement.

Attachments:
Park Silly Sunday Market Staff Report

Exhibit A: Background

Exhibit B: 2018 Measures of Success

Exhibit C: End of Season Analysis

City Council Staff Report

Subject:	**2018 Park Silly Sunday Market End of Season Review**
Author:	**Jenny Diersen, Special Event & Economic Development Manager**
Department:	**Special Events & Economic Development**
Date:	**November 15, 2018**
Type of Item:	**Administrative**

Recommendation

Staff recommends that the Park City Council affirm staff findings that the Park Silly Sunday Market operated consistently with their City Services Agreement and has satisfactorily completed the Measures of Success for the 2018 contract year. Staff also recommends Council approve dates for the 2019 PSSM season as according to section B.2.1 of the City Services Agreement.

Background

Background of this event can be found here. The Park Silly Sunday Market (PSSM) is an important part of Park City's cultural identity and event calendar. Its success includes cultivating new, local businesses, and creation of community gathering space. The success of the event has also created impacts that need to be mitigated for specifically in the Old Town neighborhood and Main Street.

Based on the End of Season Measures of Success and Analysis of 2018 PSSM Season, (Exhibit B), staff finds PSSM has been operating consistently with the City Service Contract. There are two more years of the current City Service Agreement (years 2019 and 2020), with option to renew for an additional 2 years, provided both parties execute written notice of consent to renew by March 1, 2020.

We continue to get diverse and mixed feedback from the visitor, business and residential communities regarding the PSSM. During the 2018 PSSM operations, staff received very few complaints from residents, staff or businesses regarding the event. Any time a grievance was received by staff or PSSM, the complaint was brought to the attention of PSSM immediately and the challenge was addressed. PSSM continues to be willing and successful in addressing individual challenges brought to their attention.

In addition, Staff worked with HPCA and PSSM to gather feedback from the year. Over the winter and early spring, the groups will continue to work on the following and will bring these back to Council at subsequent meetings:

- Restructure the scope and function of the joint Working Group;
- HPCA Merchant Survey;
- Support HPCA lead in exploring diversifying vendor mix & possible activation locations – focus on locally made products & artists;
- Parking Rates & Residential Enforcement.

Lastly, staff wanted to highlight Park Silly Market's community work this summer:

- Sustainability – PSSM continues to lead the example as far as sustainability initiatives at the market. Exhibit B outlines Sustainability measures.
- Transportation – Peak Day Shuttle Service, Bike Valet, Free Parking at High School (details in Exhibit B & C)
- Community Solutions – Park Silly Sunday Market was instrumental in the success of the 2018 Summer Event Season, including 4th of July, Big Stars Bright Nights, Miner's Day, Bollard Installation

Staff recommends approval of PSSM date request for 2019 (14 Sundays, June 2 to September 22 with no PSSM on August 4, 11, 18) on as per B.2.1 of the Special Service Contract:

- June 2, 9, 16, 23, 30;
- July 7, 14, 21, 28;
- August 25 (No PSSM on August 4, 11, 18);
- September 1, 8, 15, 22.

Alternatives for City Council to Consider

1. Recommended Alternative: Affirm Staff findings that PSSM is operating consistently with the City Services Agreement and has satisfactorily completed the Measures of Success for the 2018 contract year. Council should also approve the dates for the 2019 season as according to section B.2.1 of the City Services Agreement..
This is Staff's recommendation.

Pros:

a. The event's programs align with City Council's goals of providing a complete community that values economic diversity and arts and culture, creating engaged and effective government, and a thriving mountain community.

2. Deny Alternative: Deny that Park Silly Sunday Market is operated consistently with their City Services Agreement and satisfactorily completed the Measures of Success for the 2018 year and/or deny 2019 proposed PSSM dates.

Cons

a. Compliance with the Measures of Success and City Services Agreement for the 2018 season would not be approved.

3. Continue the Item Alternative: The City Council may continue the item for more information or discussion, thus postponing the findings of the 2018 End of Season Review, and postpone the recommendation that PSSM operated consistently with the City Services Agreement and Measures of Success.

Cons:

a. This will further postpone the approval of compliance for the 2018 PSSM season with regards to the Measures of Success and City Services Agreement.

Funding

As per the current City Service Agreement section E, City Service Fees totaled $79.302, of which all were waived due to finding that the PSSM also met extraordinary efforts of sustainability and zero waste programs, in addition to entering into an agreement with

the City for bollard installation. There is no cash payment to PSSM, and there is a zero balance for the final invoice to PSSM. Details of this can be found in Ex. B.

Attachments

Exhibit A Background
Exhibit B 2018 End of Season Measures of Success
Exhibit C 2018 PSSM Event Analysis

Date	Item
April 27, 2017	Park Silly Sunday Market Supplemental Plan & Approval Staff Report – page 164/ Minutes - page 10 - 11
June 15, 2017	Addendum to PSSM Supplemental Plan – Transportation Mitigation – page 164 / Minutes page 5 & 6
August 3, 2017	Park Silly Sunday Market Mid Season Review
August 31, 2017	Addendum to PSSM Supplemental Plan – Pilot Paid Parking page 200 / Minutes page 13 - 15
September 14, 2017	Park Silly Sunday Market Contract Approval page 202 / Minutes page 12
November 9, 2017	PSSM 2017 End of the Season Review /Minutes – Page 4 & 5
May 3, 2018	Park Silly Sunday Market Supplemental Plan / Minutes
August 2, 2018	Park Silly Sunday Market Mid-Season Review – staff communication

On March 11, 2014 PCMC and PSSM entered into a three year City Service Agreement. The goals of the agreement were to reduce the negative impacts of the market, and provide a means for all stakeholders to provide feedback in an effort to reach the goals of all parties involved. As part of the City Service Contract, PSSM must present a complete an end of season review to City Council by November 15th of each contract year. PSSM continues to be compliant with the requirements of the contract.

In 2013, City Council approved a three year contract which included the following changes to previous contracts for the Park Silly Sunday Market:

- 3-year contract that renewed each year based on PSSM being in compliance with the 'Measures for Success' (EXHIBIT A).
- Cash contributions from the City to the market were reduced by $5,000 on an annual basis. The cash contribution from the City went from $50,000 in 2014 to $45,000 in 2015 and to $40,000 in 2016.
- There will not be any expansion of the Market's footprint.
- Includes definitions on different vendor categories.

On November 10, 2016, City Council approved a one year extension to the PSSM City Service Contract that included the terms below. This is the contract that the end of season review for 2017 will focus on:

- 1 year contract with no automatic renewal.
- PCMC waives the City Service Fees estimated at $77,000 for 2017.
- PCMC will make a cash payment of $20,000 to PSSM.
- PSSM will operate 14 markets on Sundays from June 4, 2017 through September 17, 2017. No market would be held on Sundays, August 6 (for the Arts Festival) or on Sunday, August 13.
- All other terms from the previous contract would remain the same, including:
    - Use areas;

  - City Council Check-ins; and
  - Performance Measures.

On September 14, 2017, City Council approved a new three year City Service contract with PSSM. Terms of the contract included:

- 3 year contract, ending after the 2020 season. The contract can be extended for two years (2021 and 2022) with written notice by March 1, 2020 (not auto renewal).
- Fees waived for equivalent of 11 markets estimated at $60,000.PSSM to pay for additional City Service Fees for 3 markets estimated at $16,500. City would waive an additional $15,000 if PSSM continues to exceed Sustainability Requirements. No financial payments to PSSM.
- PSSM will operate for 14 Sundays, with no markets on Arts Festival, Tour of Utah and a no market date to be determined annually.
- Use Area to remain the same and be reviewed annually with each supplemental plan.
- Remove marketing and attendance requirements of Measures of Success, and keep vendor mix, sustainable and transportation measures.

Park Silly Sunday Market – 2018 Mid-Season Review Measures of Success Requirements		Legend S – Succeeding in meeting Contracted I - In progress / Meeting Requirements U – Unsatisfactory - Not meeting
Vendor Mix		
Importers (allowed per week maximum) i. 2018- 6	Notes: Requirements were currently met. There were only 2 markets that the importer category had 6 vendors. Most markets had 4 or 5 importers.	S
Jewelers (allowed per week maximum) i. 2018- 12	Notes: Requirements were met. Each market had 12 Jewelry Vendors	S
On-site Food Vendors & Snack food Vendors (per week maximum) i. 2018 - 12	Notes: Requirements were met. All Markets had 12 vendors in this category, except the last two markets where there were only 11 vendors in this category.	S
PSSM will invite two (2) HPCA representatives in the jurying of jewelry vendors.	Notes: Requirements were met . HPCA was only able to send one representative.	S
PSSM will coordinate three (3) market walkthroughs with the HPCA and PCMC to identify possible conflicts and/or issues with vendor mix.	Notes: • Sunday, June 24; 11:00 a.m. Walk-through, Main Street – Council liaisons were in attendance. HPCA liaison - was unable to attend. • Sunday, July 15; 1:00 p.m. Meet at Transit Center • Sunday, August 26; 11:00 a.m. Walk-through, Main Street	S
PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.	Notes: Requirements have been provided and were met. See provided below.	S
Parking / Traffic / Pedestrian Management		
Create event parking plan i. Identify vendor vehicle with license plate identification. ii. Identify public parking locations both in Old Town/Main Street along with alternative parking areas. iii. Identify locations where parking will be removed to provide space for event and mitigate impacts of event iv. Continue increased communication between departments and PSSM to encourage parking of vendors in suggested vendor locations.	Notes: PSSM continues to work with Staff & private parking garages to park vendors in appropriate areas. A resident parking area has been established and is being enforced along the west side of Park Ave. from 9th to 13th Street. Parking Enforcement continues to communicate with the residents to resolve parking concerns during the Park Silly Sunday Market.	S
Work with Special Events and Transit to get out alternate transportation messaging out with: i. Co- messaging with PC Transit Dept. ii. PSSM will create and implement different methods of informing the public (PSA's, print ads) iii. Create and implement a program encouraging non-motorized forms of transportation to the market. ix. Addition of Shuttle Service on expected heavy attendance day – July 1 and Sept 2	Notes: Meeting requirements; PSSMs print, online and radio advertising includes directions for participants to take alternate transportation to the event. Including City transit, bikes or walking to attend. PSSM continues to assist in promoting all forms of alternative transportation and pays for their use agreement at the High School as well as for increased shuttle services on 2 peak days (4th of July Weekend and Miners Day Weekend).	S
Submit sign Plan to Staff at the time of Supplemental Plan containing the following: i. Locations ii. Size & Type iii. Message iv. Placement and removal times	Notes: Requirements were met as part of the Supplemental Plan.	S

Work with City to create a pedestrian management plan that addresses the crossings of Heber/Main and Swede Alley	Notes: Requirements are currently being met - Intersection is manageable and requires no additional resources.	S
Market Set-Up and Inspections		
a. Weekly notification to staff of footprint or operational changes	Notes: Staff is working with PSSM to ensure that requirements were met.	S
b. Location of interior sponsor signs	Notes: Requirements were met.	S
Street Cleaning and Trash Removal		
a. Pre-Meet with City's Street Department to create a street cleaning and trash removal plan	Notes: Requirements were met.	S
b. Meet with Street Department two (2) additional times throughout summer to address any issues with plan.	Notes: Will meet during the 2018 Market Season. PSSM and staff continued to meet specifically regarding coordination of Bollard Placement. Trash Removal is completed early in the morning my Parks, and then cans are bagged and PSSM provides all of their own trash and recycling.	S
Coordination with PCMC and HPCA		
a. PSSM will schedule monthly 'Working Group" meetings from June through September	Notes: • Sunday, June 24; 11:00 a.m. Walk-through, Main Street – Council liaisons were in attendance. HPCA liaison - was unable to attend. • Sunday, July 15; 1:00 p.m. Meet at Transit Center. Council, staff and Main Street Liaisons met. • Sunday, August 26; 11:00 a.m. Walk-through, Main Street . Council and staff met. HPCA Liaison was unable to attend.	S
b. PSSM will schedule a weekly market walk through with City representatives	Notes: PSSM and the City met weekly.	S
c. PSSM will supply the City Representatives with weekly report containing the following i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types iv. Provide a list of other sustainable efforts throughout the event. v. PSSM to participate in and provide a list of City functions related to Green Event management that they participate in, as well as, a list of non- profits who they provide sustainable mitigation efforts for. vi. PSSM to present a year over year a comparison for sustainable effort comparison in coordination with the City during annual end of season review.	Notes: Requirements were met. Estimated Total Attendance in 2018 season was 193,769, as compared to: 177,978 in 2017 199,109 in 2016 Highest attended market was leading to 4th of July weekend with 19,700 in attendance. The following weekend had the second highest attendance. The markets held before and after 4th of July weekend continue to average hold the highest attendance. Average attendance in 2018 for 14 markets was 13,840 per market. As compared to: 2017 Season Average attendance 12,713 per market 2016 Season Average attendance 14,222 per market. PSSM maintained a 75% diversion rate. A total of 26,617 lbs of comingled recycling, glass and compost were diverted from landfill. - 13,235 lbs of Comingled Recycling - 1,365 lbs of Glass - 12,017 lbs of Compost - 9,675 lbs to the Landfill As compared to: 29,084 lbs diverted from landfill in 2017 25,520 lbs diverted from landfill in 2018 - 1,650 Bikes were parked at the Bike Valet as compared to 1,868 bikes in 2017. This number may be decreasing because of increased transportation alternatives including	S

	offsite parking coupled with paid parking, bike share program, etc.. PSSM exceeded Sustainability Standards by participating in the Green Event Round Table held in the Spring, continuing to remind vendors and patrons to bring their own bags to the market to reduce plastic bag use, providing and water fill stations throughout the market. Additionally PSSM provided recycling services for events such as Miners Day, Tour of Utah, and 4th of July. PSSM was an important partner in the organization of the Big Stars Bright Nights Concert Series assisting Park City Institute with vendor coordination. Additionally, PSSM provided the City with vendor booth for 6 markets to promote City programs and services such as Transit, Library, Recreation and Ice.	
d. PSSM will supply the City Representatives with an ongoing list of vendor and staff license plates: i. Prior to the start of the June 3 Market. ii. At any time they add license plates to the market throughout the 2018 season. iii. License plate lists should be provided to the City Representative no later than 10:00 a.m. each Sunday.	Notes: Requirements were met.	S
Marketing and PR		
a. HPCA logo on all advertisements & promotions	Notes: Requirements were met.	S
b. Engage in cross promotions with Chamber, HPCA, Park City Restaurant association	Notes: Requirements were met.	S
c. Media – The HPCA logo and sponsorship credits will be provided in all media placement that the PSSM currently employs, including but not limited to: I. Print ads II. Ads, links or info listings on Utah tourism, business and special internet websites; III. Periodic television coverage; IV. Radio PSAs and promotions; V. Website spots, summer guides, fairs, non-profit organization calendar listings; VI. Email blasts; and VII. Social media, ' if applicable"	Notes: Requirements were met.	S
Other Items:		
Quantify Marketing & PR Value	Notes: Requirements were met.	S
PSSM shall present an annual preceding market season. This report will contain the following: i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types iv. List of non-profit groups attending the market v. Advertising information etc. vi. Transportation and parking counts – to be coordinated with PCMC Transportation Services Department	Notes: Requirements were met. See above for Sustainability Statistics. Total Vendors for 2018 were 2,299 vendors. The PSSM had 51 Non Profit Groups, 114 Farmers, 14 Part City Professional Artist and 14 Historic Main Street Merchants participate in 2018. All of the booth spaces were free. 24% of vendors are from Summit County (80% of those are from Park City), 70% are from Utah and the market averages 6% of vendors from out of state. See below for Transportation Information.	S

There are two items that that staff would like to inform Council on outside of the measures as written:

1. Noise Ordinance

a. PSSM staff has been reminded that all amplified music and announcements are to be halted prior to 5:00 p.m. in accordance with their contract.
b. Staff has monitored the PSSM stages and found that all noise ordinance requirements are being met and properly coordinated.

2. Bollard Installation and Construction
    a. Staff coordinated and informed PSSM of any construction ahead of time that would affect the market or its attendees.
    b. Main Street bollards installation was coordinated with PSSM, who through a clear agreement took on installation of the bollards in coordination with Public Safety. This saved cost both to the City and Market for installation.

Exhibit C - 2018 PSSM End of Season Summary

2018 Park Silly Sunday Market End of -Season Summary

Event Days and Attendance Counts:

PSSM operates 14 markets on Sundays from June 3 through September 23 from 10:00 a.m. to 5:00 p.m. The average attendance averaged 13,840 per week (total attendance was 193,769 in 2018). This is as compared to 2017 average attendance of 12,713 per market, and a total attendance of 177,987. The attendance in 2018 is lower than in 2016 where attendance was 199,109.

The Market was not be held on the following dates:

- August 5, 2018: in accordance with section B.2.1.A in order to accommodate the Annual Park City Kimball Arts Festival.
- August 12, 2018: in accordance with section B.2.1.B in the Park Silly Sunday Market Service Agreement in order to accommodate the Tour of Utah.
- August 19, 2018: In accordance with section B.2.1.C. No Market Day. While there are 2 Level 1 events approved at both of the resorts on this day, there are no other City approved events on this day. While staff is working to have a quiet event weekend, there are other approved events this weekend including

Parking Rates

- The parking rate of market Sundays was approved in May as $5 per hour with a daily maximum of $18 from 8:00 a.m. to 5:00 p.m. Based on feedback after the first two markets, the parking rate was changed to begin at 10:00 a.m. until 5:00 p.m. with the first hour free in China Bridge and has remained this way throughout the rest of the season. Once this change was implemented, feedback from merchants was more positive and staff agrees parking rates help to reduce traffic and congestion. It is important to note that parking rates in combination with Transportation alternatives such as bike, bus, walk and carpool are important part of the parking system.

Residential Parking

- Staff receives some concerns from Park Ave residents about non-resident vehicles being parked in the residential zones during PSSM. Parking Services and Special Events have continued to monitor the residential zones to ensure that only registered Park Ave resident vehicles are parked in these areas. Parking Services is actively enforcing the zones by issuing tickets to vehicles that are not registered there. Residential zones are not available for residents who live outside of Park Avenue area.
- There has been notice of event parking on Chambers Avenue, in the gravel area across from Sandridge and on Rossi Hill; however, to mitigate concerns, Parking Services has started placing residential signage in the area. Staff continued monitor this area each week during the event.
- Additionally, the Special Events Department met with the Transportation Planning team (Transportation Planning, Police, Parking Services, Streets, Transit and Public Works) weekly to proactively address concerns and coordinate to address challenges quickly.

Transportation Mitigation:

- PSSM continues to host a bike valet located in close proximity to the event, as well as, has continued to secure and pay for supplemental free parking at the High School to offset the demand for parking in Old Town.

- PSSM contracted with Protrans to supplement the City's transit on July 1st, the (3) three shuttles carried a total of 389 people, and on September 2 carried 305 people on a direct line between the High School and Park Silly Market.

Proactive Noise Monitoring

- Staff has monitored and taken base readings at the PSSM stage and found that all noise ordinance requirements are being met to date in accordance with the noise exemption that has been granted to PSSM. Staff proactively monitored noise in adjacent businesses that were not within PSSM footprint. When it was found that they were out of compliance, staff worked to address concerns directly with business owners before complaints were received.

Working Group

- Sunday, June 24; 11:00 a.m. Walk-through, Main Street
  - During this walk through Council Liaisons Peek and Worel were in attendance with PSSM staff and City Staff. HPCA Liaisons were not in attendance. The group looked at the market and discussed vendor mix and market attendance.
- Sunday, July 15; 1:00 p.m. Meet at Transit Center
  - During this walk through Council Liaisons Peek and HPCA Executive Director Michael Barille were in attendance with PSSM staff and City Staff. The group discussed activity above 5th street, parking rates, restructure of monthly meeting and vendor mix.
- Sunday, August 26; 11:00 a.m. Walk-through, Main Street
  - During this walk through Council Liaisons Peek, Worel and were in attendance with PSSM staff and City Staff. HPCA was unable to attend. The group discussed activity above 5th street, monthly meeting and vendor mix.

Staff continues to coordination with PSSM and HPCA regarding the purposed of Working Group and next steps. HPCA has suggested sending an event survey to their membership, discussing possibilities of increasing programming or vibrancy on upper Main Street, and creating a more local and artistic vendor base. Additionally HPCA is looking at ways to begin broadly discussing solutions for the next contract negotiation. HPCA is working on these next steps and will continue to coordinate with staff as we look towards planning for the 2019 Market. Staff will report on progress made here at the 2019 supplemental plan review which is estimated for Spring of 2019.

Vendor Mix

PSSM regulates the vendor mix to mitigate for potential of adverse impacts to brick and mortar Main Street businesses. As outlined in the requirements of the City Services Agreement no more than twelve (12) on site food vendors; twelve (12) jewelers or six (6) importers at each market.

Community Engagement Outreach

Staff and PSSM continue to work in conjunction to notify Old Town residents and the general public of the market activities as well as parking and transportation changes. Additionally, in May Staff brought notices Old town residents along Park Ave and the Area surrounding City Park with door-to-door informational flyers prior to the first day of the market to with parking and impact reminders as well as a direct contact to the Special Events Department if residents have questions or concerns.

Sustainability Efforts & Zero Waste Statistics

Total Amount of Zero Waste statistics for the first nine (9) Markets are below:

Exhibit C - 2018 PSSM End of Season Summary

- Commingled Recycling – 4,510 pounds
- Compost – 3,300 pounds
- Landfill – 2,900 pounds
- Glass - 485 pounds
- Average Diversion Rate – 76 %

PSSM continues to remind attendees to bring reusable bags, and take alternative transportation to the event in their weekly eblasts. The event diversion rate fluctuates throughout the season, PSSM is on target to meet there diversion rate of 80% or better.

Department Coordination

Staff set meetings with Public Safety as well as Parks and Building Maintenance, and Transportation to ensure that operations with regards to all aspects of the event remain well coordinated.

Event Coordination

A summary of events that occur on the same day as Park Silly Sunday Market 2018 Season is below. According to section 4A-2-5 of the municipal code, staff finds that these events will not duly interfere with each other. PSSM and Staff continued to work with organizers of both PSSM and the events as outlined below to ensure traffic and transportation plans run smoothly, as well as, that the organizer of each event mitigated the impacts they caused.

DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
June 17	**Kids Adventure Games**	**Park City Base**	**8:00 a.m. – 8:00 p.m.**	**200- 300**
June 17	**Avalanche Soccer**	**Quinn's Sports Complex, Park City School District Fields**	**7:00 p.m. to 10:00 p.m.**	**4,500**
June 17	**Latino Arts Festival**	**Library Field**	**3:00.p.m. – 9:00 p.m.**	**850**
July 8, 15	**Triple Crown**	**Quinn's Sports Complex, Park City School District Fields, City Park**	**8:00 a.m. – 8:00 p.m.**	**50 per game**
August 26	**Walk A Mile In Her Shoes**	**City Park**	**8 a.m. to noon**	**250**
September 2	**Big Stars Bright Nights**	**City Park**	**6 a.m. to 10 p.m.**	**2,500**
September 16	**Autumn Aloft**	**Main Street, N40**	**7:00 a.m. to noon**	**2,500**
September 16	**Tour De Suds**	**City Park**	**9:00 a.m. to noon**	**400**

Exhibit C - 2018 PSSM End of Season Summary

It is important to note that the Park Silly Sunday Market offered their services or helped other events significantly this summer. From organizing vendors for Big Stars Bright Nights, being the organizer of the Fourth of July, to providing recycling services for Miners Day and Tour of Utah, Fourth of July and others, and for assisting with Bollard Installation to help cut down on City staff time and costs. Park Silly Sunday Market's solution driven attitude and their leading efforts in sustainability as well as event operations was integral to the success of the summer event season.

City Service Fees & Municipal Funds

Estimated fee waivers for 2017 were $75,149. Final City Service Fees for 2018 Season are $79,302. As according to section E of the City Services Agreement:

(a) Annual payment of $15,000 for zero waste program and mentor as part of the Green Event program in the City annually. No cash will be provided after 2020.
(b) Annual fee waivers of $60,500. The City shall waive services for 11 of the 14 market dates. PSSM shall pay for services of 3 market dates.

Due to bollard installation the City entered into a clear agreement with PSSM including that the City shall reimburse $550 per market for perimeter safety bollard installation.
A summary of City Service Fees is listed in the chart below.

Departments	**Items**	End of Season Actual 2017	Estimate of Fees 2018	Current Fees 2018
Parking Department	Parking spaces for 14 days	$ 22,050	$ 22,050	$ 22,050
Police Department	532 Hours	$ 39,900	$ 39,900	$ 39,900
Transit Department	15 Hours	$ 2,250	$ 2,250	$ 2,250
Parks Department	Banner installation	$ 648	$ 648	$ 648
Building Department	Inspections and Permits	$ 4,541	$ 7,575	$ 8,694
Special Event Application Fee	Annual Permit Fee	$ 160	$ 160	$ 160
VMS Signs & Barricades	2 VMS/ Electronic Signs	$ 5,600	$ 5,600	$ 0.00

Exhibit C - 2018 PSSM End of Season Summary

Total Fees		**$ 75,149**	**$ 78,183**	**$ 79,302**

Therefore, in accordance with section E of the City Services Agreement, PSSM has a zero balance for services for the 2018 season. In summary the items below total $79,350:

(a) The City shall pay PSSM $15,000 for their extraordinary sustainability measures and zero waste program.
(b) The City shall waive $60,500 in City Services for 11 Markets.
(c) In accordance with an amendment with the PSSM for bollard installation, the City shall pay PSSM $550 per market to install perimeter safety bollards. For the 2018 season this included 7 dates, totaling $3,850.

Agenda Item No:

Council Agenda Item Report

Meeting Date: November 15, 2018
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section: WORK SESSION

Subject:
5:15 p.m. - FIS World Cup and Community Celebration Overview

Suggested Action:

Attachments:
2019 World Championship Staff Report

Exhibit A: 2019 Application Fee Reduction and Supplemental Information

Exhibit B: 2019 Event Analysis

City Council Staff Report

Subject:	**2019 FIS World Championships Event Preview**
Author:	**Jenny Diersen, Special Event & Economic Development Manager**
Department:	**Special Events & Economic Development**
Date:	**November 15, 2018**
Type of Item:	**Administrative**

Recommendation

Staff will present an overview of planning for the 2019 World FIS Championship event to be held February 1 to 10, 2019 at Deer Valley, Park City Resort Base and Main Street with focus on cross jurisdictional coordination, transportation planning and community outreach efforts. Staff anticipates returning to Council at a subsequent meeting for approval of a Level 5 Special Event Permit, and approval of Special Event Fee Reduction (which for this event has been budgeted for during the City's budget process) as according to section 4A of the municipal code.

Background

2019 FIS World Championship Applications and Supplemental Information are attached as Exhibit A. The preliminary analysis of the event is attached as Exhibit B regarding the following topics:

1. Event Timeline & Operations
2. Community Engagement & Notification Plans
3. Marketing Plans & Volunteer Opportunities
4. Transportation & Parking Plans
5. Residential Mitigation Plans
6. Environmental Sustainability Plans
7. Financial Considerations

Event Overview

The 2019 FIS Snowboard, Freestyle and Free Ski World Championships will be hosted at Solitude, Deer Valley, Park City Mountain Base, Canyons Village and Historic Main Street from February 1 to 10, 2019 (2019 World Championship Schedule).

The community of Park City and its resort partners (Deer Valley and Park City Mountain) are known for hosting world class events, including alpine, freestyle and snowboard events during the 2002 Olympic Winter Games, and have hosted numerous FIS World Cup and U.S. Grand Prix competitions since the first America's Opening Race in 1985 (Park Record Article).

More than 1,300 athletes from around the world will converge on Utah for the largest winter sports event to take place in the state since the 2002 Olympic Winter Games. Deer Valley Resort has hosted the FIS Freestyle World Championships in 2003 and

2011 but 2019 will be the first time a U.S. based World Championship will include all events across the Snowboard, Freestyle and Freeski disciplines. The 2019 FIS World Championships will feature all 13 events including slopestyle, halfpipe, big air, parallel giant slalom, parallel slalom, moguls, dual moguls, snowboardcross, and skicross. In addition, team events, which have been added the 2020 Olympics Winter Games in Beijing, will make their debut at the 2019 World Champs, including team aerials and team snowboardcross.

Engagement Opportunities

The 10 day 2019 World Championship Schedule provides competition that is free and open to the public. The events will culminate with a closing ceremony concert on Main Street on February 10 at 4:00 pm

Volunteers are a key element to providing the athletes with best-possible competition and community experience. More than 600 volunteers will fill positions, including on-course crew, guest services, hospitality, media, and timing, to provide athletes and spectators with a world-class experience.

The Park City Summit County Arts Council, the Park City Film Series, and U.S. Ski & Snowboard partnered to present the Breaking Boundaries 2019 Snowboard, Freestyle and Freeski World Champs Youth Film Contest to tell stories about breaking boundaries, wherever that may apply in their lives. Jack Price of Bozeman Montana was the winner of the contest and his film will debut at the completion and tells the story of two people who come from different backgrounds who have similar ambitions.

As the event nears, in coordination with U.S. Ski & Snowboard, staff will be working to conduct community outreach for the event. This will include door to door merchant outreach on Main Street, in addition to engaging local media (KPCW and Park Record) with event information and completing a Transportation and Information Map on the City's website (information will be available in Spanish). The U.S. Ski & Snowboard in coordination with the Park City Chamber is leading marketing in both a national and international scale. All events will be broadcast live or same day on NBC or NBC Sports Network. In total there will be 24 hours broadcast coverage from NBC and NBC Sports over the 10 day event. Tom Kelly, who for 32 years worked to tell the stories of athletes as vice president of communications at U.S. Ski & Snowboard, and is known for through his work and behind the Gold column in the Park Record during the Olympics, is Chief of Press.

Transportation & Sustainability

The Park City community has continued to express a desire to make environmental sustainability a priority. This mission has extended into the 2019WSC in coordination with the town, resorts have a lot of experience in preparation and execution of large scale events, this experience has led to the importance environment sustainability. The goal is to execute a flawless event with expressing a high concern for environmental sustainability. Final details regarding sustainability are coming together and will be presented when the event is approved at a subsequent meeting.

Transportation is key in the success of the event. In coordination with jurisdictional, resort and jurisdictional partners, advancing alternate modes of transportation (transit, carpooling) is important to the success of the event for the community and visitors. During the time of the event, the goal is to create a predictable and reliable transportation plan. In coordination with U.S. Ski & Snowboard, resort partners and school district, staff continues to work to develop such plans - the coordination between jurisdictions and partners is paramount. While coordination throughout the event is important, there are several peak times staff is focused on including:

- February 2 – Night Opening Ceremonies & Competition at Canyons
- February 5 – Night Competition at Canyons
- February 6 to 9 – Night Competition at Deer Valley
- February 10 - Closing Ceremonies & Concert on Main Street

Alternatives for City Council to Consider

1. Recommended Alternative:

Staff will present an overview of planning for the 2019 World FIS Championship event to be held February 1 to 10, 2019 at Deer Valley, Park City Resort Base and Main Street with focus on cross jurisdictional coordination, transportation planning and community outreach efforts. Staff anticipates returning to Council at a subsequent meeting for approval of a Level 5 Special Event Permit as according to section 4A of the municipal code.

This is Staff's recommendation.

Pros:

a. The 2019 FIS World Championship is an important event that celebrates Park City's Olympic Legacy. The event's programs align with City Council's goals of providing a complete community that values economic diversity and arts and culture, creating engaged and effective government, and a thriving mountain community.

Cons:

a. There may be significant traffic impacts and some anticipated noise impacts associated with the event that are required to be significantly mitigated.

Funding

This event is a unique onetime event. The event has been budgeted for through the City's budget process and the applicant has applied for Special Event Fee Reduction estimated at $222,292.

Attachments

Exhibit A 2019 World Championship Event Application, Fee Reduction Application & Additional Information

Exhibit B 2019 World Championship Preliminary Event Summary & Analysis

Print Submit

Park City Municipal Corporation

Special Event Permit Application

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1478
Park City, Utah 84060
specialevents@parkcity.org

APPLICATIONS DO NOT CONSTITUTE AS A PERMIT.

PERMITS ARE APPROVED BY THE SPECIAL EVENTS DEPARTMENT OR CITY COUNCIL IN WRITING AFTER COMPLETE APPLICATIONS ARE REVIEWED UNDER PARK CITY MUNICIPAL CODE 4-8.

Applications for Special Event Permits are due no later than 90 days (Level 3), 60 days (Level 2), or 30 days (Level 1) prior to an event. Incomplete applications cannot be reviewed. Applications submitted after the deadlines as described above may be denied. More information can be found at www.parkcity.org or by contacting specialevents@parkcity.org.

IF YOU HAVE QUESTIONS, OR WOULD LIKE TO SCHEDULE A MEETING BEFORE SUBMITTING YOUR APPLICATION, PLEASE CONTACT:			
Tommy Youngblood tommy.youngblood@parkcity.org	435.615.5187	Christopher Phinney Chris.phinney@parkcity.org	435.615.5194

APPLICATION FEES & EXPENSES

Level Three Special Event Permit $160.00
Level Two Special Event Permit $80.00
Level One Special Event Permit $40.00

- Application Levels are determined by the Special Events Department after reviewing complete applications.
- Additional fees for other City Services will be estimated and provided to the applicant upon receipt of a complete application.
- Applicants may incur additional expenses from other City, County or State jurisdictions.
- Fee Reductions for some City Services are considered bi-annually. Fee Reduction Applications are due on:
- **April 1**, for events July 1 – December 31; and **October 1**, for events January 1 – June 30.

AS THE APPLICANT YOU UNDERSTAND & AGREE TO THE FOLLOWING: (Check all that you understand and agree to)

	To insure prompt and accurate processing of your application, ensure that ALL support materials and documentation accompany your application. Failure to do so will constitute an incomplete application and may delay review and approval processes. I understand a complete application shall include this application completed, with traffic and transportation plan, contingency plan – including operations plan, emergency plan, weather conditions and residential and notification outreach plan; site plan and permission of use for properties.
	Park City Municipal Corporation requires a certificate of insurance in an amount to be determined by the City Attorney's Office. Submitting incomplete application information may delay the ability to determine the amount required. The amount of insurance required by the City Attorney's office is final and the applicant shall be required to submit proof of coverage including naming Park City Municipal Corporation, 445 Marsac, P.O. Box 1480, Park City, Utah 84060 as additionally insured prior to the start of any event activity.
	After the application is evaluated, the applicant will be responsible for providing proof that I have obtained other permits as necessary from City, County or State agencies, as well as the application fee amount based on the Level of event.
	I understand that as the applicant, I will assume and reimburse the City for any and all costs and expenses determined by Park City Municipal Corporation. Park City Municipal Corporation may require a deposit to cover such expenses. I may incur costs from other departments or other jurisdictional agencies. I understand I can request an estimate of City Services for the event upon submitting a complete application, and that should I choose to, I can request a reduction of fees for some services as pertains to Park City Municipal code 4-8-9 through the bi-annual fee reduction application and process.
	I understand I am able to request a meeting with the Special Events Department prior to submitting an application and that this application does not constitute as a valid permit. I understand that permits are approved by the Special Events Department or City Council in writing after complete applications are reviewed under Park City Municipal Code 4-8.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME OF EVENT: 2019 FIS WORLD CHAMPIONSHIPS - Freestyle SNOWBOARD FREESKI

✓	FIRST TIME EVENT		ANNUAL EVENT (this event has been going on for ____ years
	ANNUAL EVENT (same as last year)		ANNUAL EVENT (will have changes from last year

NAME OF APPLICANT (FIRST & LAST): LINDSAY ARNOLD

TITLE / POSITION: EVENT MANAGER

BUSINESS OR ORGAINZATION NAME: U.S. Ski & Snowboard

	BUSINESS/ORGANIZATION IS A REGISTERED NON-PROFIT	✓	PAPERWORK IS ATTACHED YES

MAILING ADDRESS OF BUSINESS OR ORGANIZATION: 1 VICTORY LANE, BOX 100

CITY, STATE, ZIP: PARK CITY, UT 84060

PHYSICAL ADDRESS OF BUSINESS OR ORGANIZATION: SAME AS ABOVE

CITY, STATE, ZIP: " "

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1478
Park City, Utah 84060
specialevents@parkcity.org

Park City Municipal Corporation

Special Event Permit Application

EVENT HOUR(S): Please see attached	OPENING TIME:	EVENT ENDS:	
EVENT SET-UP DATE:	BREAK-DOWN DATE:	SET – UP TIME(S):	BREAK-DOWN TIME(S):
MULTIPLE DAY EVENT HOUR(S) – IF DIFFERENT FOR EACH DATE			
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET – UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE: Please see attached.	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET – UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET – UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET – UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET – UP TIME(S):		BREAK-DOWN TIME(S):	
INCLEMENT WEATHER INFORMATION			
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE: N/A		BREAK-DOWN DATE:	
SET – UP TIME(S):		BREAK-DOWN TIME(S):	

☐ NO INCLEMENT WEATHER DATE IS REQUIRED, AND THE EVENT WILL BE HELD RAIN OR SHINE. I UNDERSTAND THE EVENT MAY BE CANCELLED OR POSTPONED BY THE CITY DUE TO HAZARDOUS OR DAMAGING CONDITIONS.

EVENT ATTENDANCE (Complete all that apply)

IF ANNUAL EVENT:

TOTAL EVENT ATTENDANCE OF PREVIOUS YEAR:	TOTAL DAILY EVENT ATTENDANCE OF PREVIOUS YEAR:

ALL APPLICANTS MUST COMPLETE THE FOLLOWING SECTION – NEW OR ANNUAL EVENTS

# PARTICIPANTS: 1300	# VENDORS:	# SPECTATORS: 60,000	# VOLUNTEERS: 650
# STAFF: TBD	# ATTENDANCE:	# DAILY ATTENDANCE: 1,000 - 6,000	# EVENT ATTENDANCE:

☐ I ANTICIPATE THE EVENT TO HAVE AN ATTENDANCE OF 500 OR MORE PEOPLE AND UNDERSTAND, AS THE APPLICANT, I MAY BE REQUIRED TO OBTAIN A MASS GATHERING PERMIT FROM SUMMIT COUNTY. http://www.summitcountyhealth.org/

SIDEWALK & STREET USE (Complete all that apply)

THE EVENT WILL HAVE:

☐ STREET CLOSURE MAP ATTACHED		☐ CLOSURE SIGN/ MARKING INFORMATION ATTACHED	
✓ ROLLING CLOSURE	✓ PARTIAL CLOSURE	☐ FULL CLOSURE	☐ NO CLOSURE

NAMES OF STREETS TO BE CLOSED:	TIMING: (START OF CLOSURE/ END OF CLOSURE)	
850 Main St. Upper	START: 890 Main St upper	END: 4 PM
890 Main St. Lower	START: 900 Main St lower	END: 6 AM

Special Events Department
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445 Marsac Avenue
P.O. Box 1478
Park City, Utah 84060
specialevents@parkcity.org

Park City Municipal Corporation

Special Event Permit Application

TIME- START/END:	REASON/ FOR WHO OR WHAT:
NAME OF AREA OR STREETS:	BETWEEN:
TIME- START/END:	REASON/ FOR WHO OR WHAT:
NAME OF AREA OR STREETS:	BETWEEN:
TIME- START/END:	REASON/ FOR WHO OR WHAT:
NAME OF AREA OR STREETS:	BETWEEN:
TIME- START/END:	REASON/ FOR WHO OR WHAT:

CITY PARKING FACILITIES REQUEST

WILL THE EVENT PROVIDE ALTERNATIVE TRANSPORTAION OPTIONS?

BUS	BIKE	WALK	OTHER:

THE APPLICANT IS PROVIDING SHUTTLE OR BUS TRANSPORTATION OUTSIDE OF THE CITYS SCHEDULE. THE APPLICANT HAS PROVIDED BUS DROP OFF AREA ON THE SITE MAP ATTACHED WITH THIS APPLICATION.

TRANSPORTATION PROVIDER INFORMATION

COMPANY NAME:	PHONE:	EMAIL:

THE APPLICANT IS PROVIDNG BIKE TRANSPORTATION AT THE EVENT. WE HAVE PROVIDED BIKE PARKING AREAS ON THE SITE MAP WITH THIS APPLICATION.

WE ARE PROVIDING WALKING AS AN OPTION TO ATTEND THE EVENT. WE HAVE PROVIDED WALKING PATH IDEAS ON THE SITE MAP WITH THIS APPLICATION.

ADDITIONAL TRANSPORTATION INFORMATION:

TBD

PUBLIC FACILITY USE (check all that apply)

MINERS HOSPITAL AT CITY PARK	PARK CITY LIBRARY MEETING ROOMS	JIM SANTY AUDITORIUM
SOUTH CITY PARK	CITY PARK COVERED BBQ AREA	CITY PARK GAZEBO / STAND
CITY PARK SOFTBALL FIELD	CITY PARK RUGBY FIELD	SKATE PARK AT CITY PARK
QUINN'S SPORTEX FIELDS	ROTARY PARK	SCHOOL DISTRICT FIELDS
DIRT JUMP PARK	PARK CITY ICE ARENA	OTHER:

TEMPORARY STRUCTURES & FLAMMABLE MATERIALS

I UNDERSTAND ALL TEMPORARY STRUCTURES AND FLAMMABLE MATERIALS MUST BE APPROVED BY THE PARK CITY BUILDING DEPARTMENT. SUCH INSPECTIONS WILL REQUIRE A FIRE/BUILDING PERMIT TO BE SUBMITTED 10 DAYS BEFORE THE EVENT, AS WELL AS AN INSPECTION THE DAY OF THE EVENT.

TEMPORARY BLEACHERS	✓	INFLATABLES		CANOPIES	✓	TEMPORARY STAGES	✓	TEMPORARY LIGHTING
TENTS (10 X 10 or under)		HOW MANY?		TENTS (10 X10 or over)	✓	HOW MANY?	3?
TRAILER(S)	✓	HOW MANY?	10?	STRUCTURES OVER 6' TALL		PURPOSE:	

YES ✓	NO	DOES EVENT HAVE ELECTRICAL NEEDS?
YES ✓	NO	DOES EVENT REQUIRE USE OF GENERATORS?
YES ✓	NO	WILL YOU BE REQUESTING PERMITS FOR FIREWORKS?
YES	NO	WILL THE EVENT REQUIRE THE USE OF FLAMMABLE MATERIALS, FUELS OR GASSES? N/A?

NAME SUCH MATERIALS:

WASTE MANAGEMENT & RECYCLING

THE EVENT WILL PROVIDE ITS OWN GARBAGE CANS AND WASTE MANAGEMENT.

Park City Municipal Corporation

Special Event Permit Application

Special Events Department
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445 Marsac Avenue
P.O. Box 1478
Park City, Utah 84060
specialevents@parkcity.org

PROPER MARKING OF YOUR EVENT IS VITAL TO ITS SUCCESS. PLEASE CONTACT THE PARK CITY CHAMBER FOR ADDITIONAL INFORMATION AND ASSISTANCE.WWW.PARKCITYINFO.COM

- [x] I HAVE CHOSEN TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE. if possible
- [ ] I HAVE CHOSEN NOT TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.

WHO IS THE TARGET MARKET FOR THIS EVENT? summit county, wasatch county, international athletes + teams Provo County. Youth families + international (numbers)

WHERE IS THE TARGET MARKET FOR THIS EVENT? (Choose all that apply)

- [x] LOCAL
- [x] REGIONAL
- [x] NATIONAL
- [x] INTERNATIONAL

WILL THIS EVENT BE FILMMED AND TELEVISED? (Choose all that apply

- [x] YES
- [ ] NO

- [x] LOCAL
- [x] REGIONAL
- [x] NATIONAL
- [x] INTERNATIONAL

PLEASE LIST ALL ADVERTISEMENTS INCLUDING MEDIA COVERAGE, NEWSPAPERS & MAGAZINES:

MEDIA (RADIO / TV): TBD

NEWSPAPERS:

MAGAZINES

OTHER:

PLEASE SELECT RANGE OF MARKETING BUDGET:

- [ ] $100 OR UNDER
- [ ] $100 TO $500
- [ ] $500 - $1,000
- [ ] $1000 TO $2,500
- [x] ABOVE $2,500

APPLICANT AGREEMENT & SIGNATURE

I, the undersigned representative, have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein, including supporting documentation is complete and accurate.

Name (Printed): Lindsay M. Arnold

Signature: Lindsay M. Arnold **Date:** 5/10/18

Internal Revenue Service

Date: October 22, 2004

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

United States Ski Team Foundation
Po Box 100
Park City, UT 84060-0100

Person to Contact:
Sylvia A. Williams 31-07817
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
84-6030639

Dear Sir or Madam:

This is in response to your request of October 22, 2004, regarding your organization's tax-exempt status.

In November 1964 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Director, TE/GE
Customer Account Services

Event Overview:

The **2019 FIS Snowboard, Freestyle and Freeski World Championships** will take place across three resorts in and around Park City and Big Cottonwood Canyon, UT from 1st to 10th February 2019. This event continues a long tradition of Park City and the Wasatch mountains hosting high action, elite level snow sport competition. Through hosting multiple FIS World Cups, FIS World Championships and the Olympic Winter Games, Utah's resorts, athletes and organizers have worked with the international community to innovate, modernize and grow the visibility of winter sport.

Utah will welcome over 1,300 teams and athletes from more than 40 countries for 10 days of winter action sports events. Led by local organizers U.S. Ski & Snowboard, Solitude Mountain Resort, Park City Mountain and Deer Valley Resort, in conjunction with the Utah Sports Commission and Park City Chamber, Utah will showcase the world's top athletes on some of the best venues on the international circuit. Learn more about the 2019 FIS Freestyle, Snowboard and Freeski World Championships at 2019WorldChamps.com.

- **Competition Dates:** February 1-10, 2019
- **Estimated Major Client Groups**
  - Competitors and Teams: 1300 from 40 countries
  - Event Staff and Volunteers: 650
  - Domestic and International Broadcast: 400
  - Media: 300-400
  - Spectators: average 6,000 spectators per day (60,000 over 10 days)
  - Friends and Family (U.S. and International): 1,500-2,000

- **Television / Digital Media**
  - 221 hours of live international broadcast
  - over 700 hours of delayed broadcast
  - 24 worldwide markets
  - Cumulative audience of 267m
  - Over 7 million reached via digital media
- 5.5 Hours of NBC and 10.5 hours on NBC Sports

Tentative Finals Schedule

Solitude
Friday, Feb 1 – SBX
Saturday, Feb 2 – Team SBX
Sunday, Feb 3 – Skicross

TBD
Monday, Feb 4 – PGS
Tuesday, Feb 5, PSL

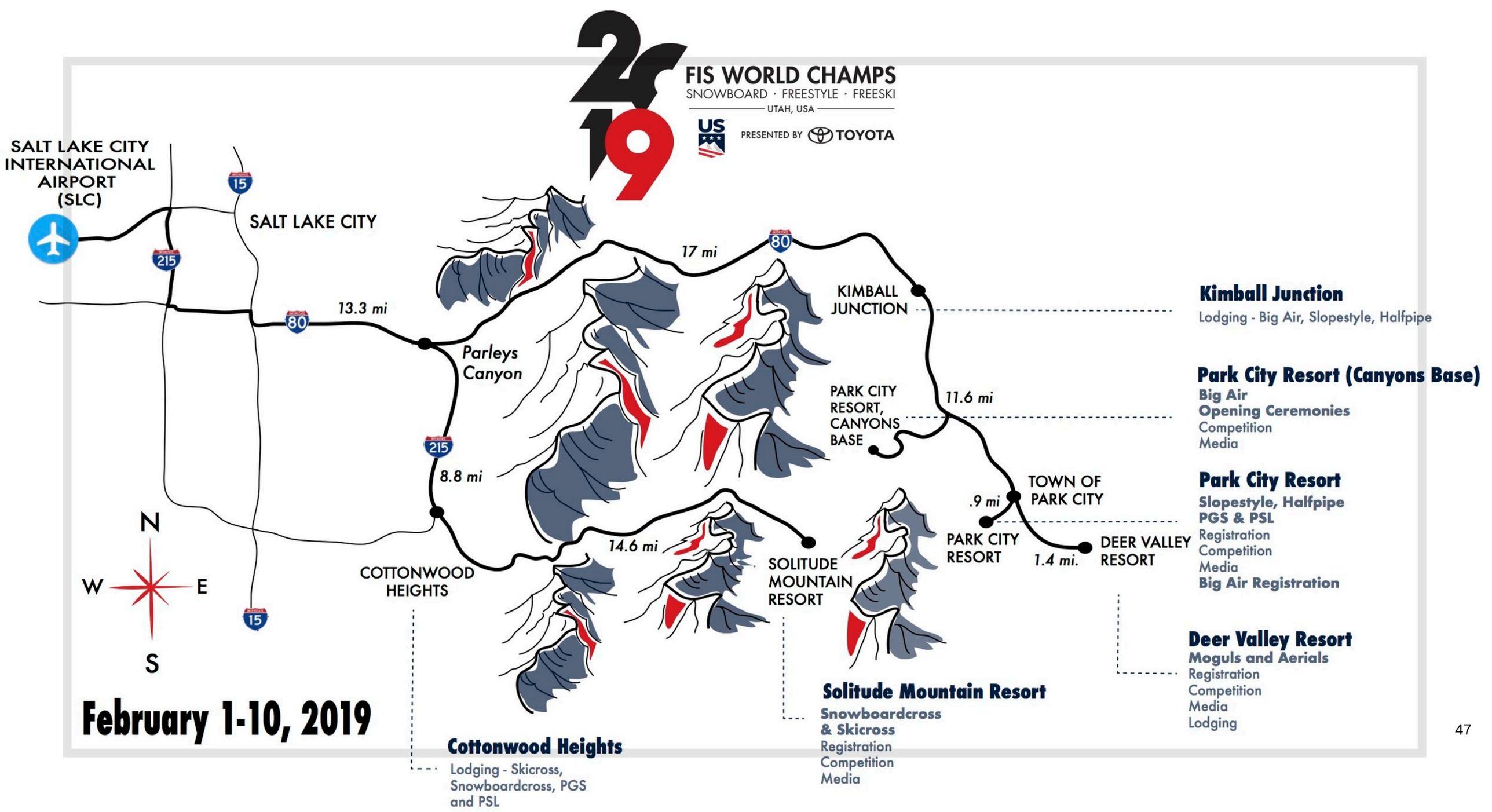
Deer Valley
Wednesday, Feb 6 – Aerials
*Thursday, Feb 7 – Team Aerials**
Friday, Feb 8 – Moguls
Saturday, Feb 9 – Dual Moguls

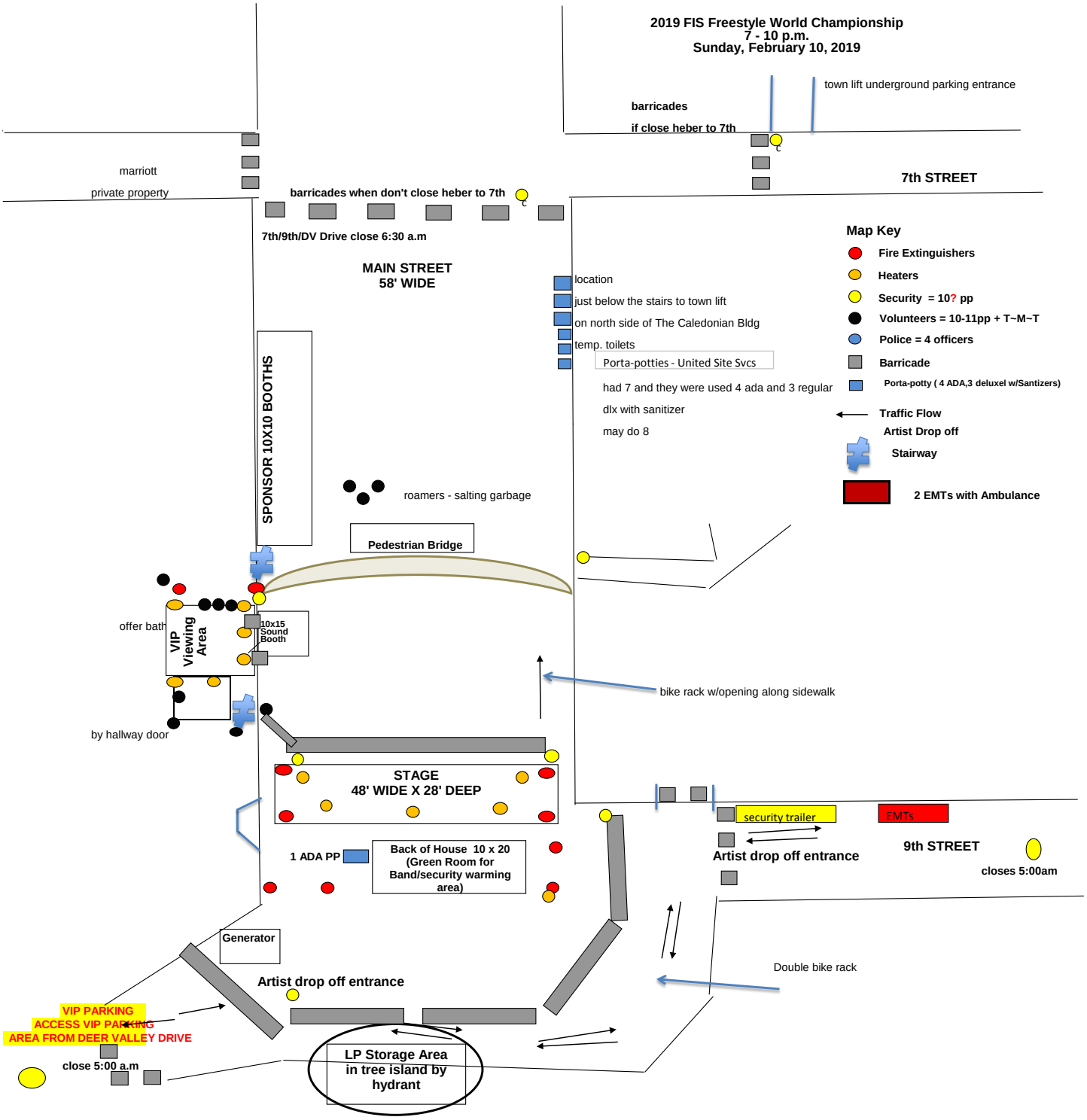
Park City
Saturday, Feb 2 – *Freeskiing Big Air**
Tuesday, Feb 5 – Snowboarding Big Air
Wednesday, Feb 6 – Freeskiing Slopestyle
Friday, Feb 8 – Snowboarding Halfpipe
Saturday, Feb 9 – Freeskiing Halfpipe
Sunday, Feb 10 – Snowboarding Slopestyle

2019 FIS Snowboard, Freestyle and Freeski World Championships schedule:

**All times MTN.*

Feb. 1: Snowboardcross finals, Solitude Mountain Resort (11 a.m.)
Feb. 2: Skicross finals, Solitude Mountain Resort (1 p.m.)
Feb. 2: Opening ceremonies and entertainment (The Main Squeeze)
Feb. 2: Freeski big air final, Canyons Village, Park City Resort (7 p.m.)
Feb. 3: Team snowboardcross final, Solitude Mountain Resort (11 a.m.)
Feb. 4: Snowboard parallel giant slalom final, Park City Resort (1 p.m.)
Feb. 5: Snowboard parallel slalom final, Park City Resort (1 p.m.)
Feb. 5: Free concert, Canyons Village, Park City Resort (Joe Hertler & The Rainbow Seekers) (5 p.m.)
Feb. 5: Snowboard big air final, Canyons Village, Park City Resort (7 p.m.)
Feb. 6: Freeski slopestyle final, Park City Resort (11a.m.)
Feb. 6: Freestyle aerials final, Deer Valley Resort (7 p.m.)
Feb. 7: Freestyle team aerials final, Deer Valley Resort (7 p.m.)
Feb. 8: Snowboard halfpipe final, Park City Resort (11 a.m.)
Feb. 8: Freestyle moguls final, Deer Valley Resort (7 p.m.)
Feb. 9: Freeski halfpipe final, Park City Resort (11 a.m.)
Feb. 9: Freestyle dual moguls final, Deer Valley Resort (7 p.m.)
Feb. 10: Snowboard slopestyle final, Park City Resort (11 a.m.)
Feb. 10: Closing ceremonies, Main Street, Park City (TBA)


2019
FIS WORLD CHAMPS
SNOWBOARD · FREESTYLE · FREESKI
UTAH, USA
PRESENTED BY TOYOTA
SALT LAKE CITY INTERNATIONAL AIRPORT (SLC)
SALT LAKE CITY
15
215
80
13.3 mi
17 mi
Parleys Canyon
8.8 mi
14.6 mi
COTTONWOOD HEIGHTS
SOLITUDE MOUNTAIN RESORT
KIMBALL JUNCTION
PARK CITY RESORT, CANYONS BASE
11.6 mi
TOWN OF PARK CITY
.9 mi
PARK CITY RESORT
1.4 mi.
DEER VALLEY RESORT
N
W
E
S
February 1-10, 2019
Kimball Junction
Lodging - Big Air, Slopestyle, Halfpipe
Park City Resort (Canyons Base)
Big Air
Opening Ceremonies
Competition
Media
Park City Resort
Slopestyle, Halfpipe
PGS & PSL
Registration
Competition
Media
Big Air Registration
Deer Valley Resort
Moguls and Aerials
Registration
Competition
Media
Lodging
Solitude Mountain Resort
Snowboardcross & Skicross
Registration
Competition
Media
Cottonwood Heights
Lodging - Skicross, Snowboardcross, PGS and PSL


2019 FIS Freestyle World Championship
7 - 10 p.m.
Sunday, February 10, 2019
town lift underground parking entrance
barricades
if close heber to 7th
marriott
private property
barricades when don't close heber to 7th
7th STREET
7th/9th/DV Drive close 6:30 a.m
MAIN STREET
58' WIDE
Map Key
Fire Extinguishers
Heaters
Security = 10? pp
Volunteers = 10-11pp + T~M~T
Police = 4 officers
Barricade
Porta-potty (4 ADA,3 deluxel w/Santizers)
location
just below the stairs to town lift
on north side of The Caledonian Bldg
temp. toilets
Porta-potties - United Site Svcs
had 7 and they were used 4 ada and 3 regular
dlx with sanitizer
may do 8
Traffic Flow
Artist Drop off
Stairway
2 EMTs with Ambulance
SPONSOR 10X10 BOOTHS
roamers - salting garbage
Pedestrian Bridge
offer bath
VIP Viewing Area
10x15 Sound Booth
by hallway door
bike rack w/opening along sidewalk
STAGE
48' WIDE X 28' DEEP
security trailer
EMTs
9th STREET
closes 5:00am
1 ADA PP
Back of House 10 x 20 (Green Room for Band/security warming area)
Artist drop off entrance
Generator
Artist drop off entrance
Double bike rack
VIP PARKING
ACCESS VIP PARKING
AREA FROM DEER VALLEY DRIVE
close 5:00 a.m
LP Storage Area in tree island by hydrant

2019 FIS World Championships – Sustainability Report

11/7/18

OBJECTIVE:

Sustainability goals for the organization of the 2019 FIS World Championships is to create awareness and action with regards to the sporting, cultural, economic and social interests of the communities in which the championships take place.

The host resorts and cities for the World Championships all have existing sustainability goals and initiatives in place. A committee has been formed with representatives from Solitude, Deer Valley, Park City Resort and the town of Park City to steer and guide the sustainability objectives specific to 2019 FIS World Championships.

GOALS/ACTIONS:

COOPERATION: The goal is to build a plan that concentrates and utilizes the local expert knowledge. Consulting experts, co-operation with the environment authorities of the government, co-operation with environmental associations and their integration into the planning for 2019 World Championships.

VENUES: The goal is to use existing venues if possible, working with the venues to utilize proven/existing venues that are part of the normal operational and snowmaking plans insure that limited additional resources are needed to provide the competition venues for the 2019 FIS World Championships. The 2019 Organizing Committee worked with Park City to establish a new competition venue on three kings that utilized the existing terrain park as opposed to building a stand-alone slopestyle on Kings

Crown Trail. This eliminated the need for additional snowmaking resources.

ACCOMMODATION/FACILITIES: The goal is to use existing buildings with easy and trouble-free access, and secure post-use in the case of necessary new constructions. In every case, the 2019 World Championships is utilizing existing facilities for all housing and facility needs.

TRANSPORTATION: The goal is the restriction of individual traffic in favor of regional public transport, improvement of the event specific traffic flow and constant monitoring and action throughout the event to relieve the strain on the environment in the longer term. The action is to incorporate a message to the general-public to utilize public transportation to access the venues specifically to help the environment. The marketing campaign specific to the event started just recently with a 100-days out message.

WASTE: The goal is to minimize the waste caused by the competitions and increase use as recyclable material. Reducing, recycling and reusing of waste have got a high standard and therefore must be taken into account during the championships and used as an impulse for sustainable practice in general. Professional management and engagement of all spectators to help with this process is the goal. We are hoping to create an educational program at each of the venues that will insure waste is disposed of properly and all recyclable materials are distributed properly. Discussions with Recycle Utah and each of the resort venues is underway to build a practical plan. Action item to reduce single use water bottle usage.

IMAGE: The goal is to give the championships an excellent image. With global media interest in World Championships creative ideas and measures provoke high attention and conviction. The 2019 OC has created a unique program to

provide all athletes, coaches, officials and volunteers with a gift of a collapsible/re-fillable water bottle. Each venue will make best efforts to provide water filling stations within the competition footprint. This dovetails with our mission to eliminate use of single use water bottles. The remainder of the gifting budget will be presented to P.O.W. –protect our winters as a donation for 2019 World Championships.

CHECKLIST: The 2019 Organizing Committee will provide a post event report to FIS and others as needed outlining the effectiveness of the sustainability efforts surrounding 2019 World Championships specifically.

PARK CITY MUNICIPAL CORPORATION SPECIAL EVENT FEE REDUCTION APPLICATION

Special Events 435.615.5150 specialevents@parkcity.org

Complete applications for Special Events Fee Reductions must be received by following dates each year to be eligible for bi-annual consideration; October 1st for events occurring January 1st through June 30th, and April 1st for events occurring July 1st through December 31st. Applications received outside the scheduled application process may be denied for approval. In order to be eligible for a Special Event Fee Reduction, applications must be filled out in their entirety. Please refer to the Special Events Fee Reduction Policy for more information.

FEE REDUCTIONS ARE NOT VALID UNTIL SIGNED AND APPROVED BY THE CITY MANAGER OR CITY COUNCIL

Per Park City Municipal Code Section 4.8.9: The City annually allocates up to two hundred thousand dollars ($200,000) to be used to reduce City Service fees required for special events. If the total fee reduction request exceeds twenty five thousand dollars ($25,000), then the request must be approved by City Council Meeting in a Public Meeting or through an approved City Services Contract. Please refer to the Park City Municipal Code and Fee

Reduction Policy for complete information.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION	
Date of Fee Reduction Application	September 28, 2018
Event Applicant Organization Name	U.S. Ski and Snowboard
Event Name	2019 FIS Snowboard, Freestyle, Freeski World Championships
Organization Contact (First, Last)	Lindsay Arnold
Title/Position	**Phone Email** Event Manager 435-714-0361 lindsay.arnold@usskiandsnowboard.org

Organization Street Address	1 Victory Lane, Park City 84060
Organization Mailing Address	PO Box 100, Park City UT 84060
Is organization a registered non- profit?	Yes

SPECIAL EVENT FEE INFORMATION TO BE COMPLETED BY APPLICANT		
EVENT TITLE:		
EVENT DATE (S)		
Estimate of total fees requested to be waived, MUST BE COMPLETED BY THE APPLICANT: 1. Event Application Fee 2. Building Permit 3. Facility/Equipment Rental 4. Field/Park Rentals 5. Special Use of Parking 6. Bleacher Rental 7. Trail Fees 8. Public Safety Personal	**1. $_____** **2. $_____** **3. $_____** **4. $_____** **5. $_____** **6. $_____** **7. $_____** **8. $_____** **TOTAL: $**	**Total fees which could be Reduced:** **Total Fees Requesting to be Reduced: % or $ amount** **Total Fees reduced in previous year if annual event:** **Total City Service Fees paid to the City in previous year if annual event:**

EVENT LEVEL 3

Local/Community Cultural
National/International

SPECIAL EVENT FEE REDUCTION EVALUATION CRITERIA

All questions must be answered in order to be considered. If questions are not applicable, please indicate as so.
Please limit responses to each of the following criteria to no more than 500 words.

1. On a separate page, please indicate your reasons for choosing Park City as the location for your event.

In the history of freestyle, freeski and snowboard, Park City known for progressing the sport. From before the Olympics, athletes were pushing the sport and moving onto the world stage. Athletes who watched the 2002 Winter Olympic Games became Olympians themselves. Park City is a place that is known on the world stage for having the best courses on the World Cup tour. These course have progressed since the 2002 games. The venues being used for the 2019 FIS World Championships are iconic and some of the best in the world.

When the 2019 FIS World Championships bid on this event, we bid with the intention of celebrating Park City and celebrating the Olympic heritage in the town.

2. Will a fee be charged for attendance or participation?

No

3. On a separate page, please include a summary of all registration and/or participation fees, and policy regarding participants' or attendees inability to pay such fees.

The 2019 FIS World Championships will have about 1300 competitors. Due to the international rules, there are no registration fees associated with the event. Athletes are allowed to compete for free as a privilege to being some of the best in the world.

4. Does the event provide free programs to the community, or raise funds for organizations that provide free or low-cost programs local youth,, seniors or other underserved populations?

Yes

5. On a separate page, please include a summary of how the event provides programs to the community, or raises funds for organizations that provide free or low-cost programs for local youth or youth organizations, seniors or other underserved populations. Your description should address how the above mentioned expect to benefit, and include projections and/or statistics and data.

All events are free and open to the public and no admission will be charged. In addition, food and beverage will be available for purchase and restrooms will be within close proximity of the venues. All competition venues will be ADA accessible.

In total, the Championships will present approximately 24 hours of athletic competition for the community at Deer Valley Resort, Park City Mountain Resort and Canyons Village at Park City.

In addition, the 2019 Organizing Committee has administered two public art and film opportunities in the form of a local contest. One project was focused on youth, with an under 21 film contest called Breaking Boundaries. This allowed and opportunity for youth to submit a 10-minute film speaking to their challenges of overcoming boundaries. The winner gains an opportunity to get an inside look at the video producing behind the event.

The second art opportunity was provided to the art community to produce an award for the world championships. This was an outreach to engage local artists and encouraged crossover between art and sport.

The 2019 Organizing Committee is working with the PC Community Foundation/Solomon Fund, as well as the Christian Center, to engage and encourage the local Latino community to participate in 2019 efforts. We are looking to initiate the following programs in the next few months before and during the World Championships

- *Possible pep rally at one of the schools this fall*
- *opportunity (at the pep rally or other) to meet athletes (both english and spanish speaking athletes)*
- *Possible VIP opportunity for community.*
- *Activation through spanish postcards/flyers at St. Mary's church*
- *Jacket drive October 29/30.*

In our efforts to engage the local athletic groups, the 2019 Organizing Committee has partnered with the Youth Sports Alliance to engage their group and local clubs in activating during the opening and closing ceremonies.

The 2019 event is staking a stance against climate change on both a local and national level. The event is working with resorts to create a sustainable platform for participants and public. The biggest effort is donating a section of the athlete gift to POW (Protect Our Winters) for upwards of a $24,000 donation.

6. On a separate page, please include a summary of how the event will generate positive tax benefits, raise funds for an organization or provide revenue and economic opportunities to Park City to offset City Services and costs required by the event. Your description should include projections and/or statistics and data.

In May 2014, U.S. Ski and Snowboard was successful in convincing the International Ski Federation to award the 2019 FIS Snowboard, Freestyle and Freeski World Championships to U.S. Ski and Snowboard and its partners within the community of Park City. The 2019 World Championships will be a major global event featuring the largest showcase of winter action sports outside the Olympics.

The event will attract TV audiences that have not been seen in Utah since the 2002 Olympic Winter Games. Internationally the event will be broadcast worldwide with anticipated audiences similar to those in Sierra Nevada in 2017 of 267,800,000 viewers across the globe including Europe, Asia, and other key tourist markets. Additionally there will be an estimated 793+ hours aired internationally (both live and non-live) . Domestically, the World Championships will be broadcast through the U.S. Ski and Snowboard's partnership with NBC Sports Group with record-breaking audiences expected with live coverage and digital streaming. The television package for the 2019 World Championships will replicate the NBC package for the recent 2015 FIS Alpine Ski World Championships in Vail/Beaver Creek. It was estimated that 800 million viewers watched the 2015 World Championships.

Domestic and International television coverage serves as the greatest positive impact on Summit County. High quality TV production standards along with live international and overnight domestic coverage provides the opportunity to showcase the greater Park City area as a premier destination in an authentic setting. Each unique

TV show for all 15 events drives positive and uniqueness to Park City and Summit County, celebrating its appearance to the nation and to the world as one of the best places to visit.

The goal of the 2019 Organizing Committee is to exceed the spectator numbers that are achieved annually at the Aspen X Games which report a spectator attendance of 115,000 for a 5 day event. This would equate to 11,500 per day/night over the 10 days of competition across seven competition venues and one ceremony venue. This does not represent the total number of unique visitors to the Championships.

U.S. Ski and Snowboard's other research of World Cups and Grand Prix events in Park City, Utah show 52.6% of Event visitors stay overnight for an average of 6.32 nights with approximately 16,000 spectators.

The estimated domestic TV Value: $30.8million based on a $35 CPM (CPM is the standard "Cost per million" that advertisers evaluate purchase TV commercial units in TV shows. U.S Ski and Snowboard values its CPM at $35 as a mid range cost for all of its sponsors). Calculation: Estimated 10 Million views on NBC and NBC Sports over 16 hours of coverage Average viewership of 625,000 per hour 625,000/1,000 x $35 CPM =$21,875 per: 30 Second spot sold in a show. 44 minutes of content per hour = equivalent 88 x :30 commercial spots Then 88 Spots x $21,875 = $1.93m per hour in coverage x 16 hours of coverage = $30.8 million

The estimated international TV Value: To be calculated once international television rights are sold. 24 nations/markets produced over 221 hours of live broadcast of the events.

The estimated media value coverage: In addition to the domestic and international TV, we have documented that our past Summit County events in snowboard, freeskiing and freestyle have reached over 2 million people through our partner resorts social media, including Twitter, Facebook, Instagram and website hits. The newly united U.S. Ski and Snowboard social media reach over 4 million people.

U.S. Ski and Snowboard intends to attract patrons from outside Park City and Summit Country through our international and national reach via NBC Sports Network and our international TV broadcasting partners. Similar to the Deer Valley World Cup, but on a much grander scale in 2019, the live international broadcast of the event combined with one hour of network television on NBC, and coverage on NBC Sports Network, provides an excellent opportunity to showcase our ski resort partners which are obviously a huge driver of economic impact in the County.

The 2019 Organizing Committee will be implementing a major outreach to a range of groups to attend the event:

1. *Domestic and international media to attend the 2019 World Championships and cover the event. This outreach is aimed to attract up to 200 international media representatives to the Park City area. Their overage of the competition and celebration planned for Park City will showcase the area once again as a world-class winter destination.*
2. *International TV rights holders to send teams onsite to cover their nations' athletes competing at World Championships. Onsite broadcast teams will provide broader coverage of the event beyond the competition through stories and interviews in offsite locations.*

3. *An outreach to the general public through marketing efforts to attract spectators to attend the event in large numbers. The marketing effort will include the promotion of the competitions as well as the celebration and social activities that will be planned with the event.*

7. Does the event provide community and/or economic opportunity during the off season? Please explain on a separate page.

The 2019 FIS Freestyle Freestyle and Freeski World Championships is clearly a winter sports activity. The calendaring of the World Championships is subject to the requirements and constraints of a worldwide competition calendar set by our international sports federation (FIS).

Knowing these constraints, we are focused on providing free activities at the resorts, Canyons Village and Main street for public and residents.

8. Applicant demonstrates extraordinary efforts to reduce and mitigate environmental, transportation and residential impacts associated with the event. Please describe mitigation efforts, and statistics to reduce and mitigate environmental, transportation and residential impacts.

In the spring of 2017, the 2019 OC met with Alfred Knotts and the Park City Transportation committee to begin mitigating traffic concerns and planning. A large planning committee across all locations (Utah Department of Transportation, Salt Lake City International Airport, Police, Chamber etc) came together to bring awareness of the events. This year, planning has included new traffic patterns implemented at test events at Deer Valley, as well as analyzing the need of additional buses and parking areas. A final ease of traffic plan is expected to come into implementation before the event.

Park City Mountain events will facilitate a parking pass structure for teams competing at the Canyons Village and Park City Village. Teams will be required to carpool to the event. Teams are also encouraged to rent vans, and probably will, instead of individual cars.

The marketing and the communications working group of the 2019 Organizing Committee will strongly message carpool and bus and remote parking lots leading up to the event. With the marketing efforts being put behind the event it is equally important to message traffic mitigation.

9. If applicable, please include a Statement of Need on a separate page. Your summary should address how the imposition of fees would create a financial hardship on the Event Applicant or would have a detrimental effect on services provided to the public.

The 2019 World Championships is both a platform to showcase our resorts, town and competition venues for international athletes and stakeholders as well provide an opportunity to bring significant direct economic impact to the town of Park City through visitors and spectators. Our goal is to provide this while maintaining free admission to the event. We will also provide free admission to two outdoor ceremonies with public concerts and entertainments.

Our event is dependent on significant value in kind investment from our host resorts in support of the success of the event. In addition, we have been awarded grants from Summit County, Park City Chamber Bureau as well as Utah Sports Commission. Finally the U.S. Ski & Snowboard is responsible for raising over $3 million dollars in revenue through sponsorship and fundraising to deliver a break even budget for the non-profit entity

We are requesting our city fee waived and the support of City Council to help make this event a success and support our goal of making this a break event event for U.S. Ski & Snowboard.

We are oriented on providing a state of sport, celebrating the Olympic Games and continuing our legacy on an international level.

APPLICANT AND SPONSORING BUDGET INFORMATION

The following information is required in order for the City to consider waiving Special Event fees. Only direct program or event fees may be listed.

Program or Event Expenses

A. Salaries/ Fees

Artists/Performance/Speakers Contracted Staff	$200,000 (includes NGB contracted staff and opening ceremonies entertainment, does not include closing ceremonies budget or resort contracted staff)
Administrative	N/A
Program Staff	N/A
Other (Specify)	$225,000 Timing and data staff $500,000 Television staff $40,000 build staff $68,000 in anti doping contractor fees
Total Salaries/Fees	$1,033,000

B. Facility/ Space Rental Fees (non-city)

C. Remaining Costs (itemize)

Equipment Rental (non-city)	$250,000 (video boards, commentator cabins, Lights, wax cabins, start gates rental) this does not include resort rentals
Marketing	$300,000
Travel	$90,000

Insurance (non-city)	N/A
Misc. fees (please specify)	$800,000 TV production $1,400,000 in site fees to resorts $752,000 in prize money $140,000 in volunteer support $50,000 in athlete and event gifts
Other (please specify)	$1,250,000 snowmaking, venue construction and resort staff costs $22,000 (calendar fees, press needs, awards, etc)
Total Event Costs	$5,054,000

D. Total Special Events Fees

Attach additional pages as needed to illustrate details of expenses listed above.
TOTAL Program Operating Expenses (A+B+C+D)

Program or Event Income

E. Registration and/or Participation Income N/A

1300 **participants x**	$0 **reg. or part. fees**

F. Donations or Sponsorships

Corporate/ Business	$2,700,000 in domestic television rights, in TV view sponsorship sales, sponsor exhibits and merchandising
Foundations/ Grants	**$1,200,000**
Clubs/Organizations	$0
Memberships	$0
Individual Donors	$0
Other (please specify)	$1,250,000 Host resort VIK $376,000 50% reimbursement of prize money from the FIS $117,000 TV production rights fee from international broadcasters

	$450,000 in international Television Rights fees U.S. Ski & Snowboard has submitted a grant request to the USOC for $60,000 that is pending review and approval
Total Donation/Sponsorship Total	$4,776,000

G. Other income (please specify) N/A

Attach additional pages as needed to explain other income sources

TOTAL Program Operating Income (E+F+G) $4,776,000

AGREEMENT AND SIGNATURE		
I hereby certify that the information provided is true and correct to the best of my knowledge and that a true financial hardship would be wrought on the organization I represent if the municipal event fees are not waived.		
Name (printed)	Lindsay Arnold	
Signature ***(if electronic signature is available)*****:**		**Date:** 9/28/18

TO BE • • • • • • • • **COMPLETED BY APPLICANT City Service Fees** Application Fee Building Permit Facility/Equipment Rental Field/ Park Rental Special Use of Parking Permit Bleacher Rental Trail Fees Public Safety Personnel **Total of fees that can be waived _____ Amount requesting to be waived _____** _____ _____ _____ _____ _____ _____ _____ _____	**TO BE COMPLETED BY THE CITY Total Amount or % of Fees Waived** $ or % _____ _____ Approved By: _____ Date Notes or Clarifications

FOR MUNICIPAL USE ONLY
Date, Application received
Date, Application approved
Date, Applicant notified

Event Operations:
The 2019 FIS World Championship is organized by the United States Ski and Snowboard Association. The event is scheduled to be held February 1 to 10, 2019 at venues in Park City's jurisdiction including Deer Valley, Park City Resort Base and Lower Main Street. Additionally, events will be held outside of Park City's jurisdiction at Solitude Resort and Canyons Village. Full schedule of events can be found here.

Transportation Mitigation:
The success of the Transportation plan during the 2019 World Championships is fundamental. Staff has been coordinating with USSA and has budgeted for additional transportation measures. While the final transportation plan is still coming together, staff is taking time to ensure final transportation plans are clearly coordinated with Summit County, Vail Resorts, Park City School District, Deer Valley Resort, Historic Park City Association, the Utah Department of Transportation and Sundance Institute. Staff will return with full details of the 2019 Transportation plan at a subsequent meeting.

- Staff worked with Deer Valley this summer to implement additional transportation measures specifically focusing on the egress (exit) of the September 3 concert series. These items included one way traffic direction manned by hired security, prevent noticing on variable message boards and with barricades in residential neighborhoods, public safety at key intersections, coordination with UDOT, and a clear communication plan. During the debrief of the event, the City and Deer Valley agreed that the increased transportation measures helped to reduce traffic time for the overall event. The group realized that pedestrian management will be needed (as pedestrians walking in front of cars were one of the key factors in slowing down traffic). Additionally, the group is discussing additional hired services in parking lots to identify vacant parking spaces during the ingress of the events, as it is likely that parking lots will be around 60% full when events load in during World Championships.
- Staff is working to secure increased transit during the event to provide better accessibility to event venues. These increased transit needs will be on existing lines throughout Park City.
- The addition of the Ecker Hill Park and Ride will also provide a new park and ride on existing routes in the County. At this time, staff is still exploring how Richardson Flat Park and Ride may be utilized during the 2019 World Championship Events.
- The goal of the transportation plan during the 2019 World Championships will be to provide a consistent, clear and predictable plan for the community and visitors, between the Sundance Film Festival and 2019 World Championships.

Parking & Parking Rates
Parking will be removed from lower Main Street for the 2019 World Championships only on Sunday, February 10, 2019. Parking rates will remain the same as normal peak winter season rates during this portion of the event. Staff is coordinating final permissions for supplemental parking areas at the School District and resorts after 4 p.m. each day. The goal of offsite parking will be to allow cars to stay parked and take transit between competition venues. Additional parking items will remain:

- North Marsac Parking Lot (spaces not being used by City Operations)– Blue Dot Permit Holders as available (not guaranteed)
- South Marsac Lot will continue to be operated for City Business throughout the events during City Hall Business Hours.
- Gateway Parking – Blue Dot Permit Holders as available (not guaranteed)
- Main Street Parking Spaces – will be paid parking as per normal peak winter rates.

- Homestake Lot will continue to run from 11 a.m. to 3 a.m. for Main Street employees as per normal.
- Sandridge Lots will continue to operate as normal throughout the 2019 World Championships.

Staff is working to finalize the following free offsite parking areas

- Park City Resort Mountain Base – Free Parking from 4p.m. to 2 a.m. daily
- Park City Resort Canyons Village – Free Parking from 4p.m. to 2a.m. daily
- Deer Valley Resort – Free Parking from 4p.m. to 2a.m. daily
- Treasure Mountain Middle School, McPolin Elementary and Learning Center Parking – Free Parking from 4 p.m. to 2 a.m. daily and on the weekends. When available, the City is working to secure additional parking at Park City High School and other School District properties.

Residential Mitigation

Staff is working in coordination with USSA and resort partners for residential mitigation. Such items will include:

- 'No through traffic' signs in Old Town and Deer Valley neighborhood entrances.
- At this time, staff does not plan to have additional contracted security for further residential enforcement. The Parking Servies teams will be completing residential enforcement as part of their normal operations within the Old Town areas during events. Outside of Parking Services zone enforcement, such areas will be monitored as per regular duties of Public Safety.
- Staff will further deter residential traffic on Park Avenue by deploying additional signage at the Deer Valley Drive and Empire Avenue intersections.

Noise Exemption

Staff has requested a noise exemption on behalf of the 2019 World Championships and USSA. Such exemptions include competition events that will include music and announcements at Deer Valley and Park City Resort Base, as well as the lower Main Street Concert on February 10 and fireworks after some of the competitions. All noise may go up to 90 decibels and shall end no later than 10:00 p.m.

Community Engagement Outreach

Staff is working towards several efforts regarding community engagement and notification regarding the 2019 World Championships including:

- Door to Door merchant outreach the week of November 26 in coordination with Sundance outreach. This outreach will focus specifically on the February 10 concert on Lower Main Street.
- Impact Map will be published and available on the City's website Feb. 4 to 10 and will also be available in Spanish.
- Event impact information on KPCW and Park Record
  Variable Message Board notices prior and during events
- Text Alert implementation

As the event nears, in coordination with U.S. Ski & Snowboard, staff will be working to conduct community outreach for the event. This will include door to door merchant outreach on Main Street, in addition to engaging local media (KPCW and Park Record) with event information and completing a Transportation and Information Map on the City's website (information will be available in Spanish). The U.S. Ski & Snowboard in coordination with the Park City Chamber is

leading marketing in both a national and international scale. All events will be broadcast live or same day on NBC or NBC Sports Network. In total there will be 24 hours broadcast coverage from NBC and NBC Sports over the 10 day event. Tom Kelly, who for 32 years worked to tell the stories of athletes as vice president of communications at U.S. Ski & Snowboard, and is known for through his work and behind the Gold column in the Park Record during the Olympics, is Chief of Press.

Sustainability Efforts

A list of the 2019 FIS World Championships sustainability efforts can be found in the application (Exhibit A) of this report. Final details are being coordinated with the applicant and resort partners.

Public Safety & Emergency Planning

Staff is coordinating closely with Public Safety regarding the event. Staff intends to implement the following:

- Text Alert system during the event and is recommending to promote PCEVENTS throughout the Film Festival and 2019 World Championships. This text alert will inform those who subscribe of transportation and emergency notifications.
- Command Center will operate throughout the 2019 World Championships as it does during Sundance.
- 1/3 of North Marsac Parking Lot for City Operations throughout the 2019 FIS World Championship Event.

Event Coordination

The 2019 FIS World Championships begin on the final weekend of the 2019 Sundance Film Festival. Both USSA and Sundance are in coordination regarding event impacts, in addition to staff being in coordination with events, other jurisdictions and community partners such as the Park City School District, Park City Resort and Deer Valley. In accordance to section 4A-2-5 of the municipal code, staff is working with the applicant to ensure that these events will not duly interfere with each other.

DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
February 1 to 10, 2019	**2019 FIS World Championships**	**Deer Valley, Park City and Main Street**	**Various Times**	**300 to 8,000 per event**
January 24 to February 3, 2019	**Sundance Film Festival**	**Various Locations**	**Various Times**	**60,000 over the 10 day event**

City Service Fees & Municipal Funds

The City has been coordinating the 2019 World Championships for more than a year with a focus on Public Safety and Transportation. A detail of Special Event City Service Fees is below and has been budgeted for. Staff will return to approve the request at a subsequent meeting with the Special Event Permit approval. Specifically as per the criteria as outlined in the code, and because the fees have been budgeted for, staff recommends a full reduction due to the event being organized by a local organization in partnership with the resorts and community partners,

the event is free and open to the public and provides free registration for the 1,300 world class athletes that will be competing, the event has continued to take extraordinary efforts to reduce transportation and sustainability impacts, including reducing single use water bottles and promoting alternative transportation modes throughout the event. Finally, the event will direct and indirect economic benefits to Park City and the surrounding community. If fees are not waived, in coordination with USSA, staff would need to quickly explore additional funding mechanisms to offset the costs of event mitigation.

A summary of City Service Fees is listed in the chart below.

2019 FIS World Championship City Service Fee Estimate	
Item	Fee Estimate
Trash Services	$7,500
Barricade Services	$5,000
Application Fee	$640
Public Safety	$70,000
Main Street Parking Removal for Concert	$2,752
Building Permits	$8,000
Community Engagement	$1,500
Transportation & Transit Contingency	$125,000
Banner Installation	$1,900
Hard Costs (Not City Services)	Costs Estimate
Recycling	$5,000
Fire District	$2,175
Restrooms	$1,282
Additional Security & Enforcement (Contracted Services)	$25,000
Total of Estimated City Services	**$222,292**
Total of Estimated Hard Costs	**$33,457**

Agenda Item No:

Council Agenda Item Report

Meeting Date: November 15, 2018
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section: WORK SESSION

Subject:
5:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: November 15, 2018
Submitted by: Rebecca Gillis
Submitting Department: Finance & Accounting
Item Type: Staff Report
Agenda Section: APPOINTMENTS

Subject:
Consideration to Approve the City Manager's Proposed Appointment of Mindy Finlinson as the City Treasurer of Park City Municipal Corporation
(A) Public Input (B) Action

Suggested Action:

Attachments:
City Treasurer Staff Report

City Council
Staff Report

Subject:	**Appointment of City Treasurer**
Author:	**Rebecca Gillis**
Department:	**Finance Department**
Date:	**November 15, 2018**
Type of Item:	**Administrative**

Summary Recommendations:
Staff recommends City Council approve the City Manager's proposed appointment of Mindy Finlinson as the City Treasurer of Park City Municipal Corporation.

Topic/Description:
Park City's Municipal Code, Section 2-4-7, prescribes the approval process for the City Treasurer position. Section 2-4-7 authorized the City Manager to appoint a City Treasurer with the concurrent approval of the City Council.

Background:
As a result of the upcoming retirement of Lori Collett in the Finance Office, the City Manager wishes to appoint Mindy Finlinson as the City Treasurer. Mindy has been with the City for nearly two years and is in a good position to successfully fulfill the duties and obligations of the City Treasurer. Mindy has been given the opportunity to train under Lori who has been with the City for over 23 years and has been an integral part of the Finance Department as the Finance Manager and Treasurer.

Analysis:
Municipal Code requires the City Manager to come before the Mayor and Council to request support for this type of an appointment. By appointing Mindy, the Finance Department will continue to ensure the effective and efficient operations of cash/debt management and various other requirements of state law and the Money Management Act. The City has secured the necessary bond for Mindy, as required by state law.

Department Review:
Legal and Executive

Alternatives:

A. Approve:
Staff recommends City Council support the City Manager in appointing a City Treasurer.

B. Deny:
Staff does not recommend denial. Upon retirement of Lori Collett anticipated in January 2019, the City would not be in compliance with Park City Municipal and State Code.

C. Modify:
Council could recommend the City Manager modify the request.

D. Continue the Item:
Similar to “Deny.”
E. Do Nothing:
Same as “Continue the Item.”

Funding Source:
No funding is necessary.

Consequences of not taking the recommended action:
Upon retirement of Lori Collett the City would be out of compliance with the Municipal and State Code.

Recommendation:
Staff recommends City Council support the City Manager in appointing a City Treasurer.

Council Agenda Item Report

Meeting Date: November 15, 2018
Submitted by: Jenny Diersen
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section: APPOINTMENTS

Subject:
Consideration to Appoint Samantha Osselaer to Fulfill a Vacant Term on the Park City Public Art Advisory Board Ending After June of 2020
(A) Public Input (B) Action

Suggested Action:
Staff recommends that City Council appoint of Samantha Osselaer to fulfill a vacant term on the Park City Public Art Advisory Board ending after June of 2020.

Attachments:
Public Art Advisory Board Staff Report

City Council
Staff Communications Report

Subject: Public Art Advisory Board (PAAB) Appointment
Author: Jenny Diersen, Staff Liaison to the Public Art Advisory Board
Department: Economic Development
Date: November 15, 2018
Type of Item: Administrative

Summary Recommendation

Staff recommends that City Council appoint Samantha Osselaer to fulfill a vacant term on the Park City Public Art Advisory Board ending after June of 2020. The newly appointed member would begin the term at the December PAAB meeting.

As per resolution 2016-17 in which the PAAB Policies were adopted and term limits extended, the board is comprised of seven (7) community members who reside in the City Limits of Park City appointed by the City Council. Terms were amended to 3 year terms in 2016. Staff noticed the PAAB vacancy on the City's website, through the Park City Summit County Arts Council and by sending out notice to the PAAB contact list. Staff received 3 applications from community members who had not applied to PAAB before. Interviews were conducted with the PAAB Council Liaisons.

In 2016 updated polices and strategic plans (p. 54-55) to align with the PAAB's vision & mission which tie directly to Council and the community's goals and priorities and specifically to creating a sense of community (p 28-31). The PAAB continues to review its policies and strategic plans on a yearly basis, and focuses their efforts on programs and projects that related to specific goals.

Funding Source

No funding is needed for appointment, as members are not compensated. Public Art Projects are funded both through one percent (1%) of City Improvement Projects, through additional allocations from the Capital Improvement Project Funding (CIP), and grant funding.

Alternatives for City Council to Consider

1. **Recommended Alternative:**
   Based on Council's direction, appoint Samantha Osselaer to serve on the Park City Public Art Advisory Board to fulfill a vacant term, ending after June of 2020. The newly appointed member would begin the term at the December PAAB meeting.
2. **Null Alternative:**
   Make alternative appointments or reopen the recruitment process.
   Cons
   a. PAAB positions would remain unfilled until the position is filled.

Council Agenda Item Report

Meeting Date: November 15, 2018
Submitted by: Jenny Diersen
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:
Special Event Fee Reduction Approvals - FY 2019 Part 2

Suggested Action:
This is an informational report on Part 2 of Special Event City Service Fee Reduction for FY 19. All requests are below Council approval authority, and Council has delegated approvals under $25,000 to the City Manager. The 2019 World Championship fee reduction request has been budgeted for, and will be subsequently reviewed by City Council as part of the event approval.

Attachments:
Fee Reduction Staff Report

Exhibit A: Special Event Fee Reduction Background

Exhibit B: Special Event Fee Reduction Summary

City Council Staff Report

Subject:	**Special Event City Service Fee Reduction Update FY 19**
Author:	**Jenny Diersen, Special Events & Economic Development Program Manager**
Department:	**Special Events and Economic Development**
Date:	**November 15, 2018**
Type of Item:	**Informational**

Summary

This is an informational report on Part 2 of Special Event City Service Fee Reduction for FY 19. All requests are below Council approval authority, and Council has delegated approvals under $25,000 to the City Manager. The 2019 World Championship event approval and fee reduction request has been budgeted for, and will be subsequently approved as part of the event approval.

Background

The background regarding Special Event Fee Reduction can be found in Exhibit A. The City has long supported Special Event Fee Reductions to supplement City Service expenses for events in Park City. Special Event City Service Fee Reductions are covered through the general fund within department budgets which is mostly sales and property tax. Any fees that are not waived will help offset costs of the event which is related to Special Events, Building Permits, Field or Park Rentals, Facilities or Equipment Rentals, Special Use of Public Parking, Public Safety and Trails.
The City Council's stated goals for the Special Event Fee Reduction process are to:

- Balance positive economic and community outcomes of Special Events;
- Mitigate event impacts to the community – specifically City Councils critical priorities including environmental, transportation and residential impacts;
- Ensure Public Safety & Security; and
- Effectively and efficiently utilize City resources.

On June 7, 2018 / minutes, Council gave direction to allow a onetime increase to annual Special Event Fee Reduction from $200,000 to $300,000 for FY 19 for unique circumstances. On September 27, 2018, Council also gave direction to wean events off of City Service Fee Reduction over the next 5 years.

Application Summary

As reflected in Exhibit B, the Special Events Department received eleven (11) Special Event City Service Fee Reduction Applications for Part Two of FY19. Staff did not receive Fee Reduction Applications for 9 events. With the exception of 2019 FIS World Championships (has been budgeted for, and will be subsequently approved as part of the event approval), the Special Event Fee Reduction Request for Part 2 of FY 19 total $19,596.

- The City Staff Fee Reduction Committee scored the applications based on the seven Special Event Fee Reduction Criteria and recommends a total reduction of $11,952.30, which Council has delegated their approval authority to the City Manager.
- The applicants that requested City Service Fee Reduction have been made aware of the recommendations this evening.
- With recommendations this evening and Fee Reduction that was approved on August 16, 2018, total Special Event City Service Fee Reduction for FY 19 is estimated at $219,188, not including the onetime 2019 FIS World Championship Fee Reduction of $222,292 (which has been budgeted for).
- As staff works to bring FY 19 to a close, they will also work on a summary of Special Event City Service revenues.
- As a reminder, those events that have City Service Agreements, do not apply for Fee Reduction, but fees are addressed through their supplemental plans (Park Silly Sunday Market, Arts Festival, Sundance Film Festival and Triple Crown).

Attachments

A Special Event Fee Reduction Background
B Special Event Fee Reduction Summary Recommendation Part 2 FY 19

Exhibit A – Special Event Fee Reduction Background, Policy & Link to PCMC Code 4A-2-9

City Council Reports:

January 28, 2016	Special Events Department Code Changes – page 93 through 140 / Minutes – pages 9 though 10
March 24, 2016	Title 4, Chapter 8 Special Event Code Amendment – pages 67 through 101 / Minutes – page 7
May 5, 2016	Special Event Fee Reduction (July 1 through December 31) pages 152 through 170 / Minutes – page 9
September 22, 2016	Special Events Threshold Discussion / Minutes – pages 7-13
November 3, 2016	Special Events Advisory Committee, Event Prioritization & Fee Reduction Update / Minutes – pages 7 through 9
November 17, 2016	Special Events Advisory Committee Amendment / Minutes – Pages 7 & 8
March 9, 2017	Special Event Fee Reduction Update / Minutes page 4 & 5
March 30, 2017	Special Event Fee Reduction Amendment Adoption / Minutes page 8 & 9
June 8, 2017	Request for Approval for Special Event Fee Reduction Part 1 FY 18 / Minutes pages 9 – 11
October 24, 2017	Special Event Fee Reduction Update Part 2 FY 19 (pages 92 to 96)
June 7, 2018	Special Event Next Steps and Code Changes (pages 118 to 121) / Minutes (pages 6 to 9)
August 16, 2018	Special Event Fee Reduction Part 1 FY 19 / Minutes
September 27, 2018	Special Event Code and Policy Changes / Minutes not approved

Link to Special Events Fee Reduction Municipal Code 4A-2-9

Link to Special Events Fee Reduction Application & Policy

The City Council's stated goals for the Special Event Fee Reduction process are to:

- Balance positive economic and community outcomes of Special Events;
- Mitigate event impacts to the community – specifically City Councils critical priorities including environmental and transportation impacts, as well as residential impacts;
- Ensure Public Safety & Security; and
- Effectively and efficiently utilize City resources.

The City has long supported Special Event Fee Reductions to supplement City Service expenses for events in Park City. The Fee Reduction process has:

- Facilitated Special Events that bring economic and community benefit, mitigate impacts, ensure safety and security, and fiscal responsibility; and
- Created an expectation for many event applicants who are now reliant upon fee reductions to help budget for the City Service costs and their events generally.

City Service Fee Reduction Committee

Exhibit A – Special Event Fee Reduction Background, Policy & Link to PCMC Code 4A-2-9

A City Service Fee Reduction Committee was formed to make recommendations on Special Event and Building Department City Service requests as according to section 4A-2-9 of the Municipal Code and Fee Reduction Policy. This committee is constructed of the following seven (7) City Departments and staff representatives:

1. Budget – Todd Anderson
2. Recreation – Lauren Howerter
3. Sustainability – Celia Peterson
4. Community Development/Building – Tippie Morlan
5. Public Safety (Police) – Captain Andrew Leatham
6. Public Utilities – Brenda Wilde
7. Public Works – Loretta Haslock

*Jenny Diersen and Michelle Downard lead this committee, but do not score applications as part of the fee reduction committee and may have separate recommendations from the fee reduction committee.

Ex B Special Event Fee Reduction Summary Part 2 FY 19

Approval Authority	Event Name	Applicant	Fee Estimate	Applicant Request	SE Dept Rec %	SE Dept Rec $	% Last Year	$ Last Year
City Manager	Savor the Summit	Restaurant Association	$8,960.00	$8,960.00	50%	$4,480.00	50%	$4,880.00
City Manager	Running w Ed	PC Education Foundation	$1,211.20	$1,211.20	50%	$605.60	50%	$605.60
City Manager	Arte Latino	Christian Center of Park City	$5,385.60	$5,385.60	75%	$4,039.20	100%	$5,385.60
City Manager	Noches De Verano	Mountain Town Music	$1,005.00	$1,005.00	75%	$753.75	100%	$400.00
City Manager	Memorial Day 5K	Park City High School National Honors Society	$1,800.00	$1,800.00	100%	$1,800.00	100%	$908.00
City Manager	Mid Week Mtn Bike Race	Bike Utah	$830.00	$250.00	0%	$0.00	0%	$1,502.00
City Manager	Red White & Snow	National Ability Center	$80.00	$80.00	0%	$0.00	0%	$0.00
City Manager	Uncorked	Recycle Utah	$205.00	$205.00	75%	$153.75	100%	$380.00
City Manager	Tiny Tri	PCMC	$80.00	$80.00	100%	$80.00	100%	$80.00
City Manager	Full Moon Snow Shoe	PCMC	$40.00	$40.00	100%	$40.00	100%	$40.00
	Totals		**$19,596.80**	**$19,016.80**		**$11,952.30**		**$14,181.20**

*The 2019 FIS World Championship will come to council subsequently as part on a onetime event approval. Estimated City Services are $222,292 for the event and will be review subsequently under Council's authority as part of the event approval.

Agenda Item No:

Council Agenda Item Report

Meeting Date: November 15, 2018
Submitted by: Minda Stockdale
Submitting Department: Executive
Item Type: Minutes
Agenda Section: CONSIDERATION OF MINUTES

Subject:
Consideration to Approve the City Council Meeting Minutes from September 27, 2018

Suggested Action:

Attachments:
September 27, 2018 Minutes

PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

September 27, 2018

The Council of Park City, Summit County, Utah, met in open meeting on September 27, 2018, at 3:00 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property at 3:00 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Joyce, Ware Peek, and Worel
EXCUSED: Council Member Henney

CLOSED SESSION

Council Member Joyce moved to adjourn from Closed Meeting at 5:30 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Joyce, Ware Peek, and Worel
EXCUSED: Council Member Henney

WORK SESSION

City Tour 2018 Debrief:
Myles Rademan gave a presentation on the CityTour. He presented highlights of Bozeman, Livingston and Jackson Hole meetings with municipal leaders, and highlights and key takeaways from the trip. He stated that notes from the trip were compiled by Kilo Zamora.

Rademan discussed Montana's lack of sales tax, and stated it contributed to discontinuing key services in Livingston, and implementation of creative solutions by area non-profits, such as HRDC. Rademan reminded the Council that ideas were hard to parachute into Park City. He explained that the purpose of CityTour was to build community and get inspired by other communities.

The Council discussed the CityTour. Council Member Ware Peek noticed that Council and staff picked up on different items than what the Leadership class noticed. Matt Brown, Leadership Class 24, spoke for the Leadership class. He stated it was interesting to learn how much Park City accomplished, and that Bozeman was reliant on non-profits to provide community services. He stated the Leadership class was very excited and grateful for the experience. He said it was a worthwhile trip, and made Leadership class members want to be involved.

Council Member Worel asked Rademan if there were steps forward from the CityTour. Rademan responded there was class momentum around food waste and the class had expressed excitement about the Vertical Garden concept. He expressed interest in the downtown Bozeman project and had discussed the idea with Jonathan Weidenhamer, Economic Development Manager, and Historic Park City Alliance (HPCA).

Mayor Beerman honored the evolution of CityTour and felt a large group on CityTour was worthwhile because more community members had the opportunity to see other communities. Rademan responded that he had heard feedback from the trip that people were struck by how well Park City was doing.

Mayor Beerman was impressed by the community collaboration between organizations and entities in Bozeman, Livingston and Jackson Hole and that the City could learn from that. Council Member Joyce's main takeaway was the concierge quality of HRDC. He hoped that having a one-stop-shop would arise out of the Social Equity initiative.

Council Member Worel stated that the non-profits currently collaborated and were a good safety net, but they had expressed the need for a centralized hub. Council Member Gerber spoke to Utah's sales tax and all it allowed us to do.

Council Member Ware Peek noted how the resort city sales tax helped Utah towns. She added that Bozeman planned to reactivate its alleyways, and wondered if it could be applied to Swede Alley.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Becca Gerber Council Member Steve Joyce Council Member Lynn Ware Peek Council Member Nann Worel	**Present**

Diane Foster, City Manager Matt Dias, Assistant City Manager Mark Harrington, City Attorney Minda Stockdale, Deputy City Recorder	
Council Member Tim Henney	**Absent**

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Council Member Joyce reported that a Main Street business owner was pleased with Council's adjustment of Silly Market parking after the initial implementation. He attended the brunch with Altitude and noted it activated the Summit Watch plaza. He thought it was successful and hoped the Marriott felt the same.

Council Member Worel reported there was misunderstanding about the role of Council liaison. She expressed the need to communicate in writing to organizations the role of Council liaisons.

Council Member Ware Peek attended the Library Board meeting where they discussed eliminating book fines and reported that it was a national trend. She attended Silicon Slopes tech presentation and was inspired. She attended the Erika Sanchez lecture and felt it was a wonderful community event, but it was not as well attended as she had hoped. She attended Brad Reedy's talk with Communities That Care and Mental Health Alliance; it was very well attended, and demonstrated interest in the community around parenting and mental health. She attended brunch at Altitude, The Scarecrow Festival, and a Holy Cross Ministries event.

Council Member Gerber attended the Special Event Advisory Committee (SEAC) meeting, and the community book lecture with Erika Sanchez. She said it hit relevant topics and impacted those who attended. She reported that the Homestake employee parking lot service was difficult for some off-hours service jobs. Main Street staff wished for transportation in the off hours because it eliminated congestion.

Mayor Beerman attended Jack Thomas's award from Mountainlands Community Housing Trust. He spoke on two statewide panels on net-zero building and active transportation. He attended Park City Municipal's Fall Open House and Zion's Bank painting dedication by Eric Dowdle. He suggested the painting be rotated around City facilities.

Council Member Joyce spoke to an incident where a runaway truck ran into the Deer Valley roundabout. He stated it was the third runaway truck in Old Town in the last three years. He requested the Council address what the City was currently doing and future steps to reduce the number of accidents.

Foster reported Officer Ben Powers was becoming certified in this area. She felt it was an opportunity to talk to the community, and to discuss on a future Council agenda.

Staff Communications Report

1. Open Space Bond Voter Information Brochure:

Linda Jager, Communications Manager, reported the pamphlet was not final. Council Member Ware Peek asked for clarification on whether the payment duration was fifteen or sixteen years. She requested second home/investment residence cost to owners be included. She pointed out a space was needed between words.

Council Member Joyce wondered if the pamphlet should contain information on pro and con arguments. He suggested a web link be added. He noted the percent of tax base pie chart had definitions that were unclear and suggested adding those to 'Other.'

Council Member Worel asked if election information needed to include ballot drop off locations. Jager stated she would follow up.

Council Member Beerman noted Creole Gulch was not shown in the photo. Council Member Joyce suggested the new painting be used. Council Member Ware Peek was sensitive to the tax burden to local residents. She wished to take out the word 'only' when discussing the local tax burden so it was not a selling point. Foster suggested getting Council consensus as the amount was unusual in Utah and a significant piece of data. The Council discussed and agreed to not amend the language.

Jager stated the mailing would go out in two weeks and ballots would arrive thereafter.

III) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Mayor Beerman opened the meeting for those who wished to address the Council on items not on the agenda.

Meg Ryan, advisor to the Park City Youth Council, introduced the Youth Council. She stated they had a first meeting and would meet monthly. She gave an overview of the curriculum. The Council introduced themselves as Alex Sletta, Alec Haden, and Steven Mitchell. Kevin Fober introduced himself as faculty support for the program. The Council and staff introduced themselves to the Youth Council.

Mayor Beerman welcomed the Youth Council and expressed excitement about the Council meeting in Marsac and invited them to future meetings.

Clint McAffee, Public Utilities Director, gave an update on a recent waterline break and next steps. He reported a water line ruptured on Heber Avenue and much water was lost. He reported there was no property damage besides the pipe and the road; the storm water system contained the flow. He reported it terminated on 9th Street. He stated the line had broken many times and repair was difficult. He stated the line was built in 1975 and was not prioritized for capital improvements, but would be redone with the Park Avenue reconstruction.

McAffee recommended line replacement. Staff would move forward with an emergency contract. He stated three bids would be gathered and construction would begin the following week. He presented the network of utilities. Construction impacts would be to Heber, Park Avenue and Main. He hoped to repave curb to curb. He reported there was a valve that would leak during the repair timeframe. Council Member Worel asked the useful life of a pipe. McAffee's opinion was forty years or longer depending on interior pressure and corrosivity.

Soil hauling costs were included in the project estimate. Council Member Joyce asked about adjacent gas and sewer lines. McAffee stated staff would reach out to other utilities to ensure coordination. Council Member Ware Peek asked about building on the Kimball lot. McAffee confirmed access would be maintained and they did not yet have water service.

Jeff Brueninger stated he was one of the 23 Prospector tenants being made homeless by the City. He asked how to have his questions answered. Foster responded he could reach out directly to her. He stated he received a 30 day notice to vacate. He stated that City materials had not mentioned eviction prior to his receiving the notice. He stated Rhoda Stauffer, Housing Coordinator, had told him he would not be evicted. He was frightened of being homeless. He stated his GRAMA request of documents related to his interview with Stauffer were incorrect and half complete. He asked if the Council had reached out to residents. He was shocked that the City was throwing Latinos, seniors and others out of their homes.

Mayor Beerman asked Brueninger to clarify whom he was speaking on behalf of. Brueninger stated his neighbors felt scared and bullied. He addressed restrictions and covenants and protections. He stated the City was breaking its agreement, preferences and laws. He stated the City Council was in violation of housing fraud.

IV) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from September 13, 2018:

Council Member Gerber indicated on Page 10, Line Five, she had stated privacy was the issue not space. Mayor Beerman indicated on Page Nine, Line 39, money was dispersed not spent.

Council Member Worel moved to approve the City Council meeting minutes from September 13, 2018 as amended. Council Member Ware Peek seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Ware Peek, and Worel
ABSTAIN: Council Member Joyce
EXCUSED: Council Member Henney

V) OLD BUSINESS

1. Consideration to Approve Ordinance 2018-52, an Ordinance Amending Title 4A-Special Events, Chapter 1 Definitions and Chapter 2 Special Event Permitting of the Municipal Code of Park City, Utah:

Jenny Diersen, Special Events and Economic Development Project Manager, clarified goals of the proposed code were better management and the balance and predictability of events. She stated the proposed were not suggestions or guidelines but hard code. She summarized the proposed changes. She presented additional outreach efforts and next steps.

Council Member Worel asked about the proposed Sustainability framework for community events. Diersen replied staff wished to ensure community events remained and was working toward defining level of City services for those locally-focused events.

Council Member Joyce reported events applied at the last minute. He worried about future venues and booking conflicts. Diersen responded that non-material versus material changes included public safety and transportation. Diersen stated the exceptions were the resort zones. Council Member Joyce asked about independent venues and when staff was notified of those events. He felt it may become an issue with new venues. Diersen responded staff collaborated closely with resorts about their events.

Council Member Ware Peek asked how resorts may play a bigger role hosting events if the code was adopted. Diersen responded that staff's goal was to find the best venues for the event activity, and communicate peak times to community partners. Council Member Gerber asked that it be clear that Halloween was the day, not the entire weekend. She reported SEAC seemed pleased with the proposed code. She clarified

the code was a living document. She felt the reason for venue choice should be considered.

Council Member Worel asked about a mechanism for parking if the resorts planned an event during another large event, for example. Diersen responded the resorts offered portions of their parking lots for Special Events, even when they had their own events. Council Member Gerber noted that resort events helped mitigate traffic and transportation.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Joyce wished to refer to the budget process rather than codify a $200,000 cap for fee waivers. Harrington confirmed that the cap was codified. He explained the process to adjust the amount in a public meeting. He clarified it was codified because the Council wanted it so. Diersen added that restrictions for applicants were preferred. She favored a set threshold. Council Member Gerber was in favor of a cap as a budgeting tool to avoid over spending. The Council agreed.

Council Member Joyce addressed input from the Chamber Bureau. He was struck that staff considered Autumn Aloft a peak weekend; he attended and reported there were no police or parking restrictions and it seemed low impact. Diersen explained it was not a peak occupancy weekend, but peak for transportation and public safety. Council Member Gerber clarified that peak times was cumulative and not individual events.

Mayor Beerman stated this was a best guess at striking a balance between community events, impacts and economic development. Council Member Ware Peek encouraged convention sales in the shoulder season. She inquired about one line on the first page about first amendment events and did not like the language.

Council Member Gerber moved to approve Ordinance 2018-52, an ordinance amending Title 4A-Special Events, Chapter 1 Definitions and Chapter 2 Special Event Permitting of the Municipal Code of Park City, Utah. Council Member Ware Peek seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Joyce, Ware Peek, and Worel
EXCUSED: Council Member Henney

VI) NEW BUSINESS

1. Consideration to Approve Resolution 24-2018, a Resolution Adopting Amendments to the Park City Transit Department ADA Policy and Complementary Paratransit Plan:

Kenzie Coulson, Parking & Fleet Coordinator, and Scott Colley, Transit Supervisor, presented this item. Colley explained paratransit service and the proposed amendments.

Council Member Gerber asked if mobility passengers preferred to not be secured. Colley responded that some did not, but most riders were cooperative. Council Member Worel thanked staff for making Dial-a-Ride possible for hearing impaired riders. Colley clarified that service offered was essentially curb to curb service, and reasonable modification allowed for driver assistance for passengers. Colley confirmed there was no neighborhood outside of the service zone, and commuter services were exempt from paratransit service.

Council Member Ware Peek asked about new users and if the program had grown. Collet confirmed there were 45 unique users in August, and 125 certified users were consistent. Coulson confirmed the RFP for a new transit app included an ADA; she added staff was considering feasibility for all app requests.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Ware Peek moved to approve Resolution 24-2018, a resolution adopting amendments to the Park City Transit Department ADA Policy and Complementary Paratransit Plan. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Joyce, Ware Peek, and Worel
EXCUSED: Council Member Henney

VI) ADJOURNMENT

With no further business, the meeting was adjourned.

_____
Minda Stockdale, Deputy City Recorder

Council Agenda Item Report

Meeting Date: November 15, 2018
Submitted by: Francisco Astorga
Submitting Department: Planning
Item Type: Staff Report
Agenda Section: NEW BUSINESS

Subject:
Consideration to Approve Ordinance No. 2018-56, an Ordinance Approving the Shadow Ridge Condominiums Third Amended Condominium Plat, Amending Units 4001, 4002, 4216, 4217, 4316, 4317, 4416 & 4417, Located at 50 Shadow Ridge Road, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
50 Shadow Ridge Rd Staff Report and Ordinance

50 Shadow Ridge Rd Exhibits

PARK CITY 1884

PLANNING DEPARTMENT

City Council Staff Report

Subject: Shadow Ridge Condominiums Third Amendment
Author: Francisco Astorga, AICP, Senior Planner
Project Number: PL-18-03836
Date: 15 November 2018
Type of Item: Legislative – Condominium Plat Amendment

Executive Summary

Staff recommends that the City Council review and hold a public hearing for the Shadow Ridge Condominiums Third Amendment, located at 50 Shadow Ridge Road, and consider approval based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

This is Condominium Plat Amendment request to change private platted designation to common space. All units are owned by the Owners' Association. Unit 4001 is 3,934.7 sf. and unit 4002 is 969.8 sf., both are conference rooms. Units 4216, 4217, 4316, 4317, 4416, & 4417 are all maintenance closets consisting of 44.9 sf. each.

Description

Applicant:	Shadow Ridge Condominium Owner's Association Jim Simmons, Association Manager Evergreen Engineering, Inc., Andrew Moran
Location:	50 Shadow Ridge Road
Zoning:	Resort Commercial District
Adjacent Land Uses:	Resort / transient / hotel / residential
Reason for Review:	Condominium Plat Amendments require Planning Commission review and City Council review and action

Purpose

The purpose of the Recreation Commercial District is found here:

Background

The Shadow Ridge Condominiums project was approved as a Conditional Use Permit on December 3, 1979. The Conditional Use Permit included 15,000 square feet of non-residential uses identified only as commercial uses. The residential units were approved as condominium/hotel.

The first Plat was approved by City Council and recorded at Summit County on May 1, 1980. Shadow Ridge Condominiums Plat created 56 residential units on 4 floors; convertible space on the first floor (10,980 square feet) and convertible space on the lower level (9,770 square feet); 30,000 square feet of limited common parking area (spaces were not designated on the plat); limited common area for decks, balconies, and other common area for circulation, access, entry, lobby, etc.

In June of 1984 a first amended Plat was approved. The Plat was recorded at Summit County on June 21, 1984. This amendment created from the convertible space, eight (8) commercial condominium units (units 4116 to 4123) on the first floor and six (6) commercial condominium units (units 4001 to 4006) on the lower level.

In October 2011 a second amended Plat was approved. The Plat was recorded at Summit County on September 19, 2012. This amendment affected Units 4119, 4004, 4005, 4006, 4120, 4121, 4122, and 4123, and amended associated common and limited common areas.

On September 6, 2018 the applicant submitted a complete Condominium Plat Amendment application. During the October 24, 2018 Planning Commission meeting the Commission reviewed this application and opened a public hearing. The Commission voted unanimously (6-0 vote) to forward a positive recommendation to the City Council.

Analysis

The subject site is located at 50 Shadow Ridge Road. The site is within the Recreation Commercial District. The proposed Condominium Plat Amendment requests to change **private** platted designation to **common** space. All units are owned by the Owners' Association. Unit 4001 is a 3,934.7 sf. and unit 4002 is 969.8 sf., both are conference rooms. Units 4216, 4217, 4316, 4317, 4416, & 4417 are all maintenance closets consisting of 44.9 sf. each. There are no physical changes associated with this application. No exterior changes are proposed with this Condominium Plat Amendment. A condominium is not use, but a type of ownership. It is typical of conference rooms and maintenance closets to originally be designated as common space. Staff finds that there is good cause for this Condominium Plat Amendment.

Process

The approval of this Condominium Plat Amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in Land Management Code § 15-1-18.

Department Review

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

Notice

On October 10, 2018, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on October 6, 2018.

Public Input

No public input has been received by the time of this report.

Alternatives

- The City Council may approve the proposed Condominium Plat Amendment, as conditioned or amended; or
- The City Council may deny the proposed Condominium Plat Amendment, and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the proposed Condominium Plat Amendment, and request additional information or analysis in order to make a recommendation; or
- The City Council may remand the proposed Condominium Plat Amendment to the Planning Commission with specific direction.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking recommended action

The units would continue to be platted a private designation instead of common space.

Summary Recommendations

Staff recommends that the City Council review and hold a public hearing for the Shadow Ridge Condominiums Third Amendment and consider approval based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance
    Attachment 1 – Shadow Ridge Condominiums Third Amended
Exhibit B – Shadow Ridge Condos Supplemental ROS Map (1982)
Exhibit C – Shadow Ridge Condos Second Amended (2012)
Exhibit D – Applicant's Project description
Exhibit E – Third Amendment to the Declarations (HOA Approval)
Exhibit F – Aerial Photograph
Exhibit G – Site Photographs
Exhibit H – 24 October 2018 Planning Commission Minutes Web Link (if available)

Exhibit A – Draft Ordinance

Ordinance No. 2018-56

AN ORDINANCE APPROVING THE SHADOW RIDGE CONDOMINIUMS THIRD AMENDED CONDOMINIUM PLAT AMENDING UNITS 4001, 4002, 4216, 4217, 4316, 4317, 4416 & 4417, LOCATED AT 50 SHADOW RIDGE ROAD, PARK CITY, UTAH.

WHEREAS, the property owners of the property located at 50 Shadow Ridge Road, units 4001, 4002, 4216, 4217, 4316, 4317, 4416 & 4417 have petitioned the City Council for approval of the Condominium Plat Amendment; and

WHEREAS, on October 6, 2018, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, on October 10, 2018, the site was properly noticed and posted according to the requirements of the Land Management Code; and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on October 24, 2018, to receive input on Condominium Plat Amendment; and

WHEREAS, the Planning Commission on October 24, 2018, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 15, 2018, the City Council held a public hearing to receive input on the Condominium Plat Amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Shadow Ridge Condominiums Third Amended Condominium Plat, located at 50 Shadow Ridge Road.

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

SECTION 1. APPROVAL. The Shadow Ridge Condominiums Third Amended Condominium Plat as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The subject site is located at 50 Shadow Ridge Road.
2. The site is within the Recreation Commercial District.
3. The proposed Condominium Plat Amendment requests to change private platted designation to common space.
4. Subject units are owned by the Owners' Association.
5. Unit 4001 is a 3,934.7 sf. and unit 4002 is 969.8 sf., both are conference rooms.

6. Units 4216, 4217, 4316, 4317, 4416, & 4417 are all maintenance closets consisting of 44.9 sf. each.
7. There are no physical changes associated with this Condominium Plat Amendment.
8. No exterior changes are proposed with this Condominium Plat Amendment.
9. A condominium is not use, but a type of ownership.
10. It is typical of conference rooms and maintenance closets to originally be designated as common space.
11. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

1. There is good cause for this Condominium Plat Amendment.
2. The Condominium Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Condominium Plat Amendments.
3. Neither the public nor any person will be materially injured by the proposed Condominium Plat Amendment.
4. Approval of the Condominium 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 Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

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

PASSED AND ADOPTED this 15th day of November, 2018.

PARK CITY MUNICIPAL CORPORATION

_____

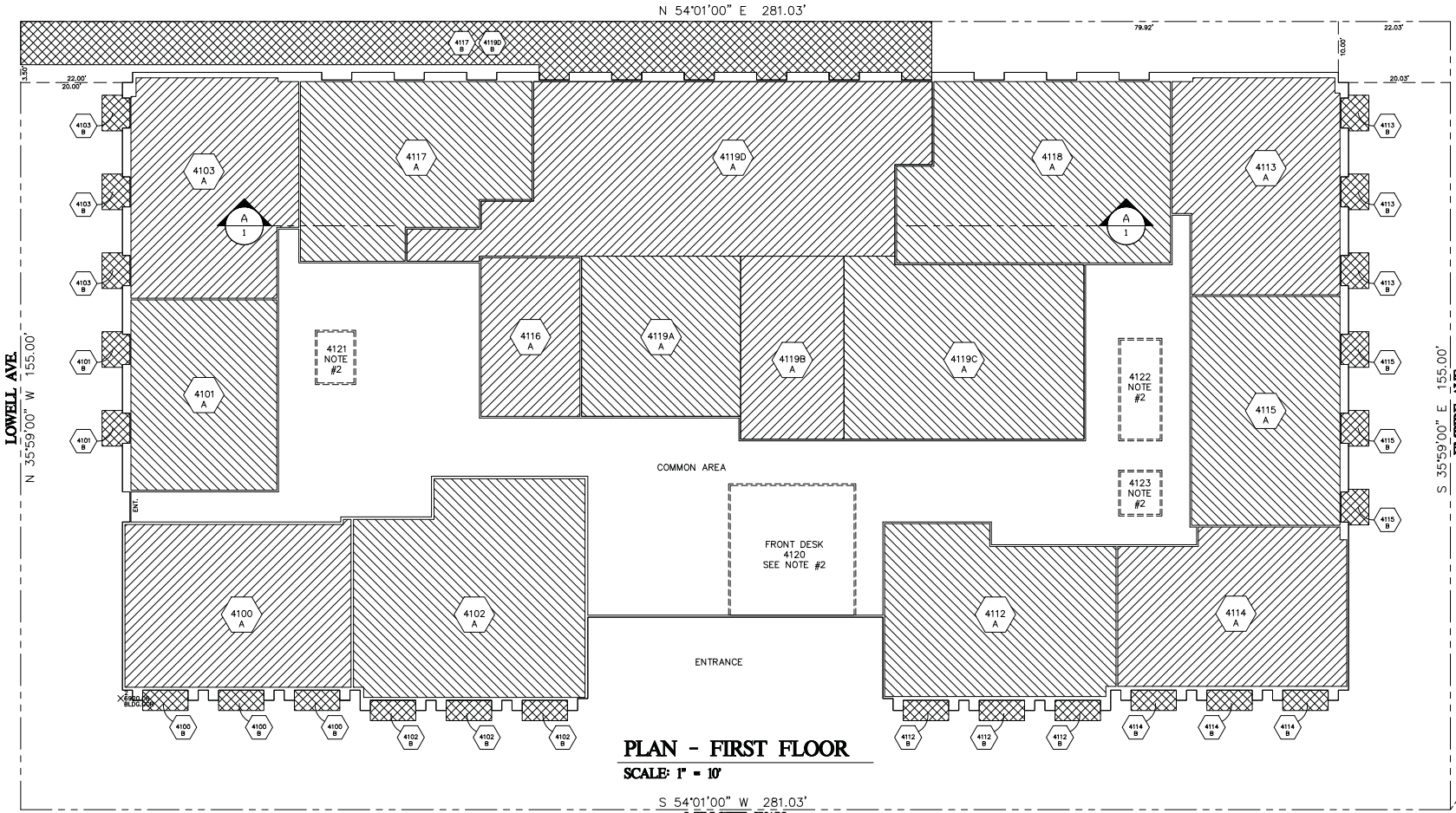
Andy Beerman, MAYOR

ATTEST:

_____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney



PLAN - FIRST FLOOR

SCALE: 1" = 10'

GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

NOTES:

1. This Plat removes from Private Area and converts to Common Area Units 4001, 4002, 4216, 4217, 4316, 4317, 4416, 4417.
2. Per the Shadow Ridge Condominiums Second Amended Plat, on file and of record in the Office of the Summit County Recorder, Recordation Number 963467: Private Area Units 4004, 4005, 4006, 4120, 4121, 4122, 4123 were converted to Common Area.
3. Per the Shadow Ridge Condominiums Second Amended Plat, on file and of record in the Office of the Summit County Recorder, Recordation Number 963467: Private Area Unit 4119 (one private unit) was converted to Private Area Units 4119A, 4119B, 4119C & 4119D (four private units).
4. Per the Shadow Ridge Condominiums Second Amended Plat, on file and of record in the Office of the Summit County Recorder, Recordation Number 963467: Common Area was converted to Limited Common Area, benefiting Units 4117 and 4119D, for the purpose of vehicle access.
5. Per the Shadow Ridge Condominiums Second Amended Plat, on file and of record in the Office of the Summit County Recorder, Recordation Number 963467: Units 4003, 4116, 4117, 4118, 4119A, 4119B, 4119C, 4119D are designated as Support Commercial Units. All other Units are designated as Residential Units.
6. Per the Shadow Ridge Condominiums Supplemental Record of Survey Map, on file and of record in the Office of the Summit County Recorder, Recordation Number 221761: The Parking Garage and Facilities Located on Level A, hereon shown as "Ba" are designated Limited Common Area Useable By Units 4003, 4116, 4117, 4118, 4119A, 4119B, 4119C and 4119D.
7. Other units are shown for reference only, see the Plat(s) of record for information regarding those units.
8. Basis of Bearing: Shadow Ridge Condominiums, Record of Survey Map, on file and of record in the Office of the Summit County Recorder, Recordation Number 166230.
9. Project Benchmark Elevation = 6920.00'. Top of concrete slab, First Floor Main Entrance.
10. Covenants, Conditions, Restrictions, Requirements, Easements, or any items previously associated with the property described hereon remain in effect. All requirements set forth to this Amendment are in addition to previously associated items.
11. The Units of this Building are served by a Common Private Lateral Wastewater Line. The "SHADOW RIDGE CONDOMINIUM OWNERS ASSOCIATION" Shall be responsible for Ownership, Operation and Maintenance of the Common Private Lateral Wastewater Lines.
12. All Conditions of Approval of the 1979 Shadow Ridge Conditional Use Permit and the 1984 First Amended Shadow Ridge Condominium Plat continue to apply.
13. This Plat is subject to the Conditions of Approval in Ordinance 16-___.

HATCHING LEGEND

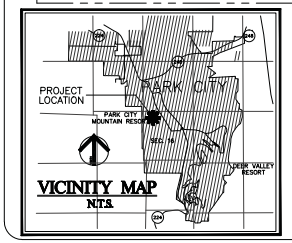
- COMMON AREA
- 4114 A — PRIVATE AREA (ASSIGNED TO SPECIFIC UNIT AS LABELED)
- 4114 B — LIMITED COMMON AREA (ASSIGNED TO SPECIFIC UNITS AS LABELED)
- B — LIMITED COMMON AREA – PARKING "B" (ASSIGNED TO SPECIFIC UNITS AS NOTED)
- Ba — LIMITED COMMON AREA – PARKING "Ba" (ASSIGNED TO SPECIFIC UNITS AS NOTED)

NE COR., NW¼ NW¼ SEC.16, T.2S., R.4E., S.L.B.&M.

SOUTH 1,295.80'

AREA TABULATION

NET ADDITIONAL COMMON AREA:
* CONVERTED UNITS TO COMMON AREA (SEE NOTE #1): TOTAL = 5,174.1 S.F.



OWNER'S DEDICATION AND CONSENT TO RECORD - H.O.A.

KNOW ALL MEN BY THESE PRESENT that the SHADOW RIDGE CONDOMINIUMS OWNERS ASSOCIATION, A UTAH NON-PROFIT CORPORATION (the "Association"), owners of Unit 4001, 4002, 4216, 4217, 4316, 4317, 4416, 4417, Shadow Ridge Condominiums, described and shown hereon, to be known hereafter as "SHADOW RIDGE CONDOMINIUMS, THIRD AMENDED", do hereby certify that we have caused this plat to be prepared, and do hereby consent to the recordation of this plat. The Association also does hereby certify that this document is being executed by the Association on behalf of its members pursuant to written consent obtained from members owning at least two-thirds of the undivided interest in the common areas and facilities of the Shadow Ridge Condominiums as authorized and permitted under the recorded declaration. the Association, on behalf of its members pursuant to written consent, certifies that it has caused this survey to be made and this amended condominium plat to be prepared. the Association, on behalf of all of the unit owners, does hereby consent to the recordation of this plat.

In witness whereof, I have hereunto set my hand this _____ day of _____, 2016.

SHADOW RIDGE CONDOMINIUMS OWNERS ASSOCIATION, A UTAH NON-PROFIT CORPORATION

BY: _____
TOM COVAS, PRESIDENT

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 2016, personally appeared before me, TOM COVAS, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is PRESIDENT of the SHADOW RIDGE CONDOMINIUMS OWNERS ASSOCIATION, A UTAH NON-PROFIT CORPORATION and that said document was signed by him on behalf of said SHADOW RIDGE CONDOMINIUMS OWNERS ASSOCIATION, A UTAH NON-PROFIT CORPORATION by authority of its Bylaws, or (Resolution of its Board of Directors), and said TOM COVAS, PRESIDENT acknowledged to me that said SHADOW RIDGE CONDOMINIUMS OWNERS ASSOCIATION, A UTAH NON-PROFIT CORPORATION executed the same.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES: _____
RESIDING IN _____ COUNTY, _____ STATE

LEGAL DESCRIPTION

Shadow Ridge Condominiums, on file and of record in the Office of the Summit County Recorder, Recordation Number 166230 (Supplemental Record of Survey Map Recordation Number 221761).

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 Record of Survey 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: _____

MILLSITE WAY

CONDOMINIUM PLAT

SHADOW RIDGE CONDOMINIUMS THIRD AMENDED

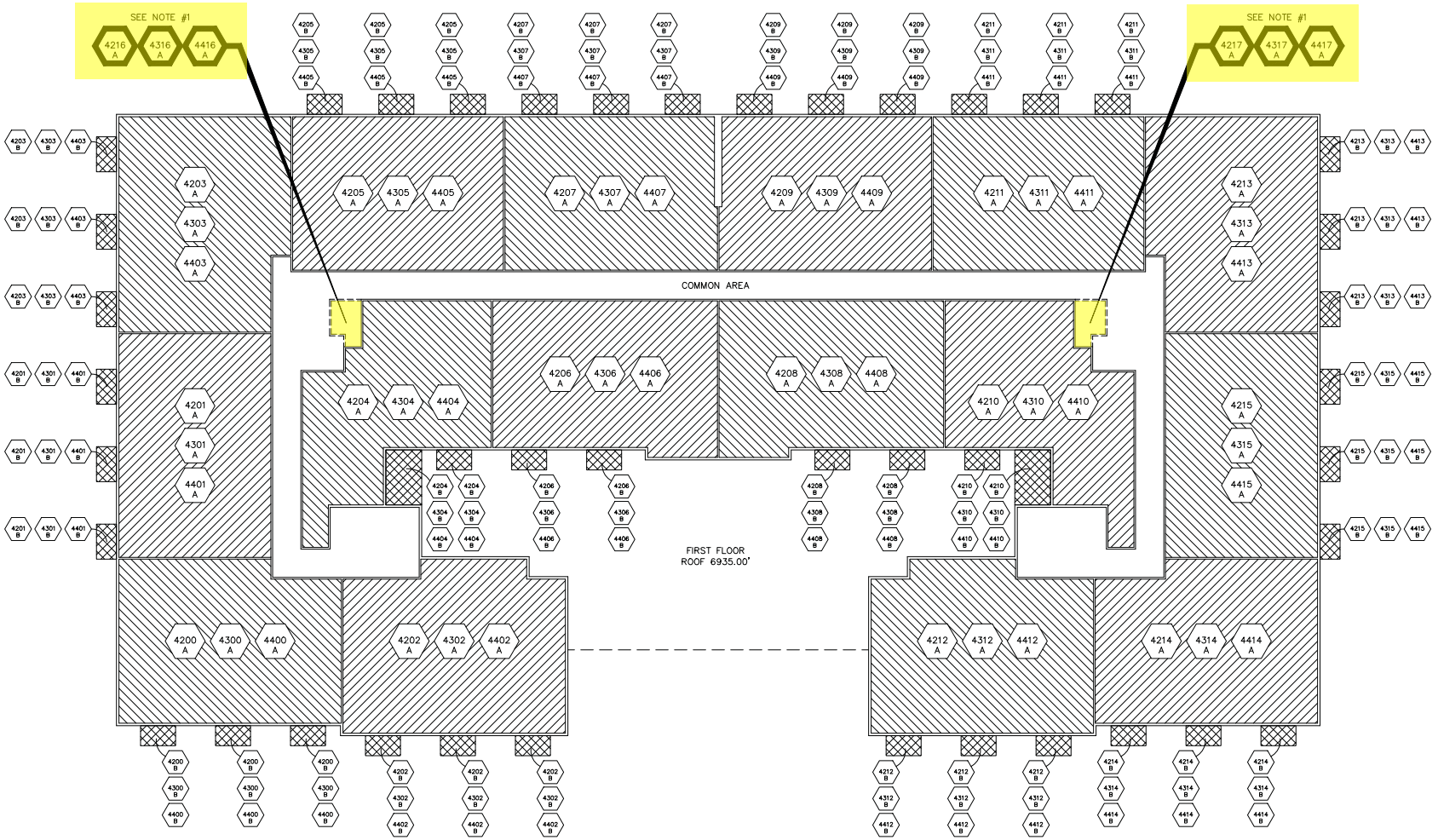
– A UTAH CONDOMINIUM PROJECT –

AMENDING UNITS 4001, 4002, 4216, 4217, 4316, 4317, 4416, 4417
A CONDOMINIUM PROJECT LOCATED WITHIN SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 4
PLOT DATE: OCTOBER 18, 2016
DRAWING:SR-3RD-AMENDED.DWG
© 2016 Evergreen Engineering, Inc.

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 ENGINEER	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	CITY PLANNING COMMISSION	APPROVAL AS TO FORM	COUNCIL APPROVAL & ACCEPTANCE	CERTIFICATE OF ATTEST	RECORDED
THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS _____ DAY OF _____ A.D. 2016.	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____ AD 2016.	APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS _____ DAY OF _____ A.D. 2016.	APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 2016.	APPROVAL AND ACCEPTANCE BY THE PARK PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 2016.	I CERTIFIY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 2016.	N°. _____ . STATE OF _____ . COUNTY OF _____ . RECORDED AND FILED AT THE REQUEST OF: _____
_____ CITY ENGINEER	BY: _____ SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	_____ CHAIR	_____ CITY ATTORNEY	_____ MAYOR	_____ CITY RECORDER	_____ COUNTY RECORDER



PLAN - SECOND, THIRD & FOURTH FLOOR

SCALE: 1" = 10'

0 5' 10' 20'

HATCHING LEGEND

- COMMON AREA
- 4115 A — PRIVATE AREA (ASSIGNED TO SPECIFIC UNIT AS LABELED)
- 4115 B — LIMITED COMMON AREA (ASSIGNED TO SPECIFIC UNITS AS LABELED)
- B — LIMITED COMMON AREA – PARKING "B" (ASSIGNED TO SPECIFIC UNITS AS NOTED)
- Ba — LIMITED COMMON AREA – PARKING "Ba" (ASSIGNED TO SPECIFIC UNITS AS NOTED)

STATE OF UTAH — GREGORY R. WOLBACH — NO. 187788 — PROFESSIONAL LAND SURVEYOR

SHEET 2 OF 4

Plot Date: OCTOBER 19, 2016
Drawing Name: SR-3rd-Amended.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

RECORDED

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

FEE _____ RECORDER _____

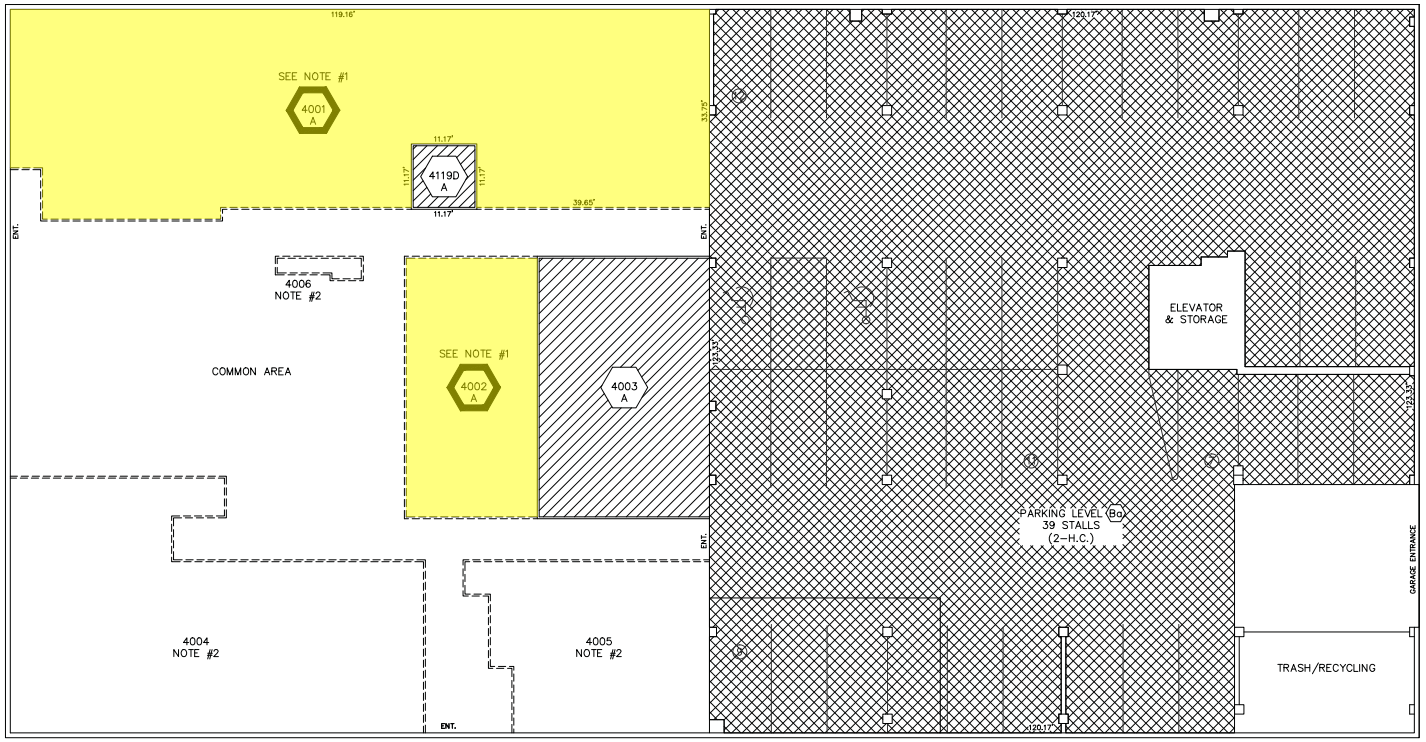
LIMITED COMMON AREA - PARKING DESIGNATION:

1. PARKING (B) LIMITED COMMON AREA DESIGNATED TO THE FOLLOWING UNITS:

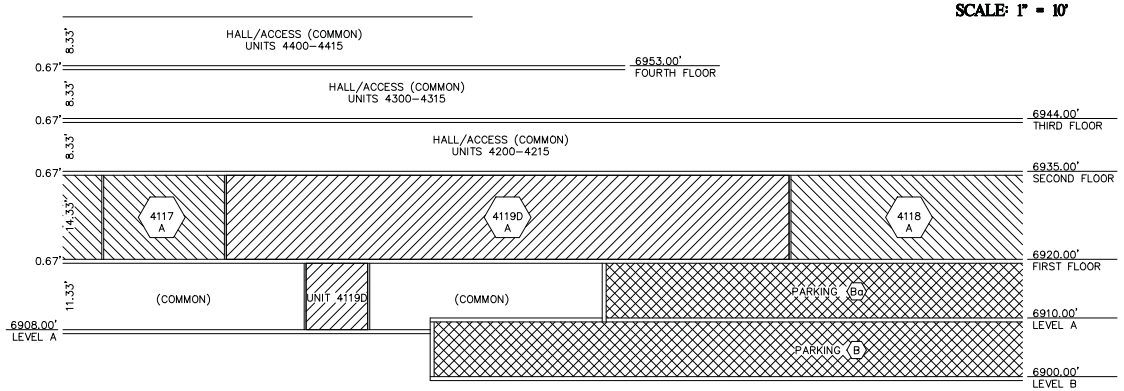
4101	4203	4213	4307	4401	4411
4102	4204	4214	4308	4402	4412
4103	4205	4215	4309	4403	4413
4112	4206	4200	4310	4404	4414
4113	4207	4301	4311	4405	4415
4114	4208	4302	4312	4406	4400
4115	4209	4303	4313	4407	
4100	4210	4304	4314	4408	
4201	4211	4305	4315	4409	
4202	4212	4306	4300	4410	

2. PARKING (Ba) LIMITED COMMON AREA USEABLE BY UNITS:

4003	4116	4117	4118
4119A	4119B	4119C	4119D



PLAN - LEVEL A
SCALE: 1" = 10'



SECTION - A
SCALE: 1" = 10'

HATCHING LEGEND

- COMMON AREA
- 4115 A — PRIVATE AREA (ASSIGNED TO SPECIFIC UNIT AS LABELED)
- 4115 B — LIMITED COMMON AREA (ASSIGNED TO SPECIFIC UNITS AS LABELED)
- (B) — LIMITED COMMON AREA – PARKING "B" (ASSIGNED TO SPECIFIC UNITS AS NOTED)
- (Ba) — LIMITED COMMON AREA – PARKING "Ba" (ASSIGNED TO SPECIFIC UNITS AS NOTED)

STATE OF UTAH — GREGORY R. WOLBACH — NO. 187788 — PROFESSIONAL LAND SURVEYOR

SHEET 3 OF 4
Plot Date: OCTOBER 19, 2016
Drawing Name: SR-3rd-Amended.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

RECORDED

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

_____ FEE _____ RECORDER

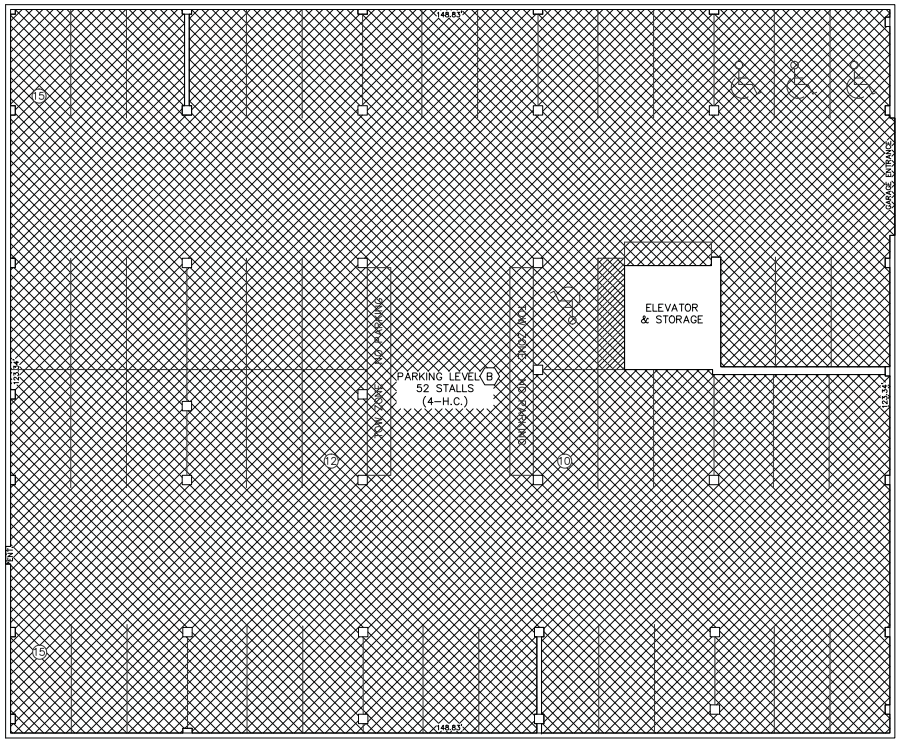
LIMITED COMMON AREA - PARKING DESIGNATION:

1. PARKING (B) LIMITED COMMON AREA DESIGNATED TO THE FOLLOWING UNITS:

4101	4203	4213	4307	4401	4411
4102	4204	4214	4308	4402	4412
4103	4205	4215	4309	4403	4413
4112	4206	4200	4310	4404	4414
4113	4207	4301	4311	4405	4415
4114	4208	4302	4312	4406	4400
4115	4209	4303	4313	4407	
4100	4210	4304	4314	4408	
4201	4211	4305	4315	4409	
4202	4212	4306	4300	4410	

2. PARKING (Bo) LIMITED COMMON AREA USEABLE BY UNITS:

4003	4116	4117	4118
4119A	4119B	4119C	4119D



PLAN - LEVEL B

SCALE: 1" = 10'

0 5' 10' 20'

HATCHING LEGEND

- COMMON AREA
- 4115 A — PRIVATE AREA (ASSIGNED TO SPECIFIC UNIT AS LABELED)
- 4115 B — LIMITED COMMON AREA (ASSIGNED TO SPECIFIC UNITS AS LABELED)
- (B) — LIMITED COMMON AREA – PARKING "B" (ASSIGNED TO SPECIFIC UNITS AS NOTED)
- (Bo) — LIMITED COMMON AREA – PARKING "Bo" (ASSIGNED TO SPECIFIC UNITS AS NOTED)

STATE OF UTAH — GREGORY R. WOLBACH NO. 187788 — PROFESSIONAL LAND SURVEYOR

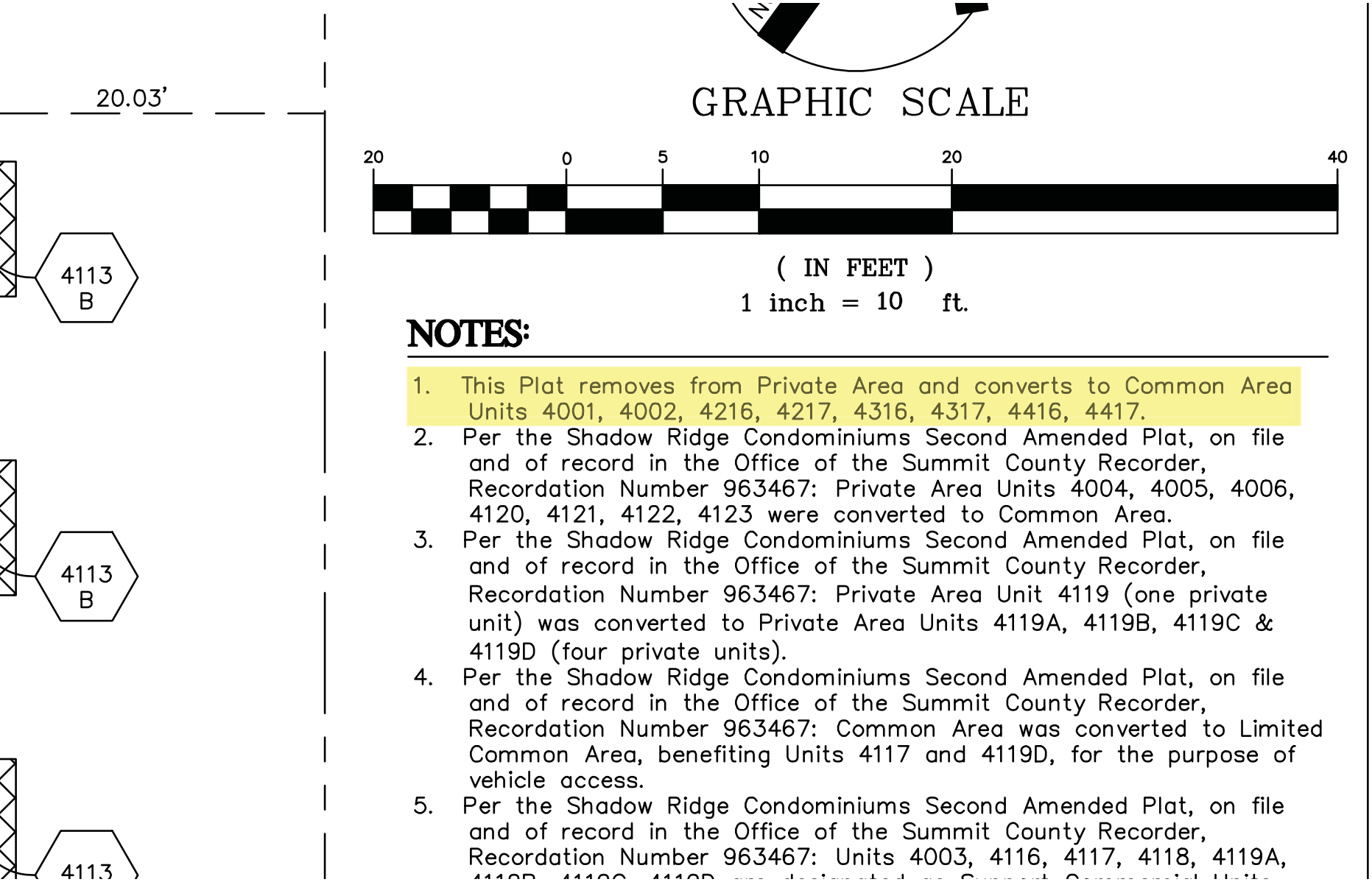
SHEET 4 OF 4
Plot Date: OCTOBER 15, 2018
Drawing Name: SR-3rd-Amended.dwg

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

RECORDED

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

_____ FEE _____ RECORDER



NOTES:

1. This Plat removes from Private Area and converts to Common Area Units 4001, 4002, 4216, 4217, 4316, 4317, 4416, 4417.
2. Per the Shadow Ridge Condominiums Second Amended Plat, on file and of record in the Office of the Summit County Recorder, Recordation Number 963467: Private Area Units 4004, 4005, 4006, 4120, 4121, 4122, 4123 were converted to Common Area.
3. Per the Shadow Ridge Condominiums Second Amended Plat, on file and of record in the Office of the Summit County Recorder, Recordation Number 963467: Private Area Unit 4119 (one private unit) was converted to Private Area Units 4119A, 4119B, 4119C & 4119D (four private units).
4. Per the Shadow Ridge Condominiums Second Amended Plat, on file and of record in the Office of the Summit County Recorder, Recordation Number 963467: Common Area was converted to Limited Common Area, benefiting Units 4117 and 4119D, for the purpose of vehicle access.
5. Per the Shadow Ridge Condominiums Second Amended Plat, on file and of record in the Office of the Summit County Recorder, Recordation Number 963467: Units 4003, 4116, 4117, 4118, 4119A,

Exhibit B – Current Plat: Shadow Ridge Condos Supplemental ROS Map (1982)

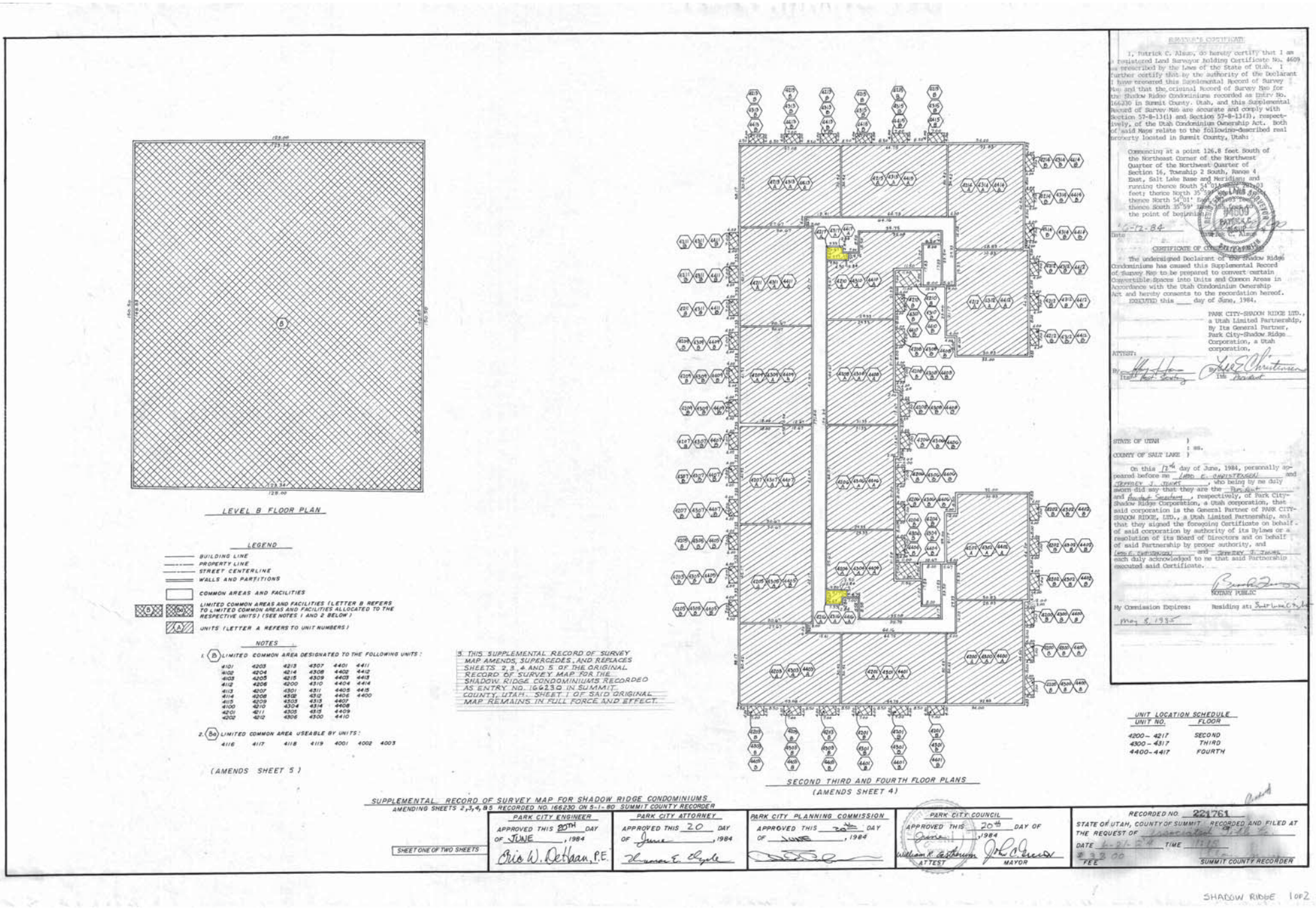
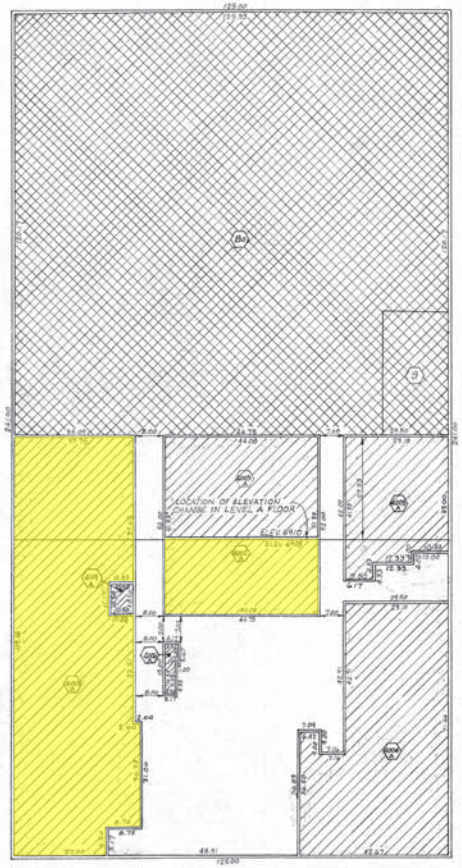
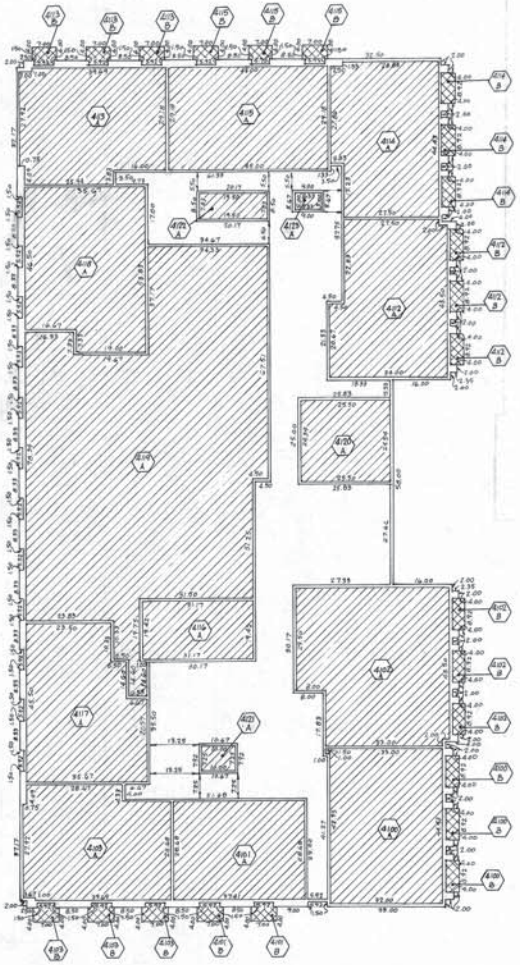


Exhibit B – Current Plat: Shadow Ridge Condos Supplemental ROS Map (1982)



LEVEL A FLOOR PLAN
(AMENDS SHEET TWO)



FIRST FLOOR PLAN
(AMENDS SHEET THREE)

AREAS IN SQUARE FEET

UNIT NO.	AREA	LIMITED COMMON
All	-	33,417.6
4001	3034.9	-
4002	969.8	-
4003	1265.3	-
4004	2522.3	-
4005	1058.1	-
4006	40.8	-
4100	1423.3	107.0
4101	1072.9	73.8
4102	1824.5	107.0
4103	1364.2	110.6
4112	1431.3	107.0
4113	1341.8	110.6
4114	1330.3	107.0
4115	1313.1	110.6
4116	605.3	-
4117	1309.9	-
4118	1797.9	-
4119	6217.4	-
4120	620.7	-
4121	72.5	-
4122	152.7	-
4123	41.6	-
4200	1404.6	84.0
4201	1361.3	84.0
4202	1456.6	84.0
4203	1421.2	84.0
4204	1181.6	105.0
4205	1293.4	84.0
4206	1337.5	84.0
4207	1293.0	84.0
4208	1337.5	84.0
4209	1293.0	84.0
4210	1181.6	105.0
4211	1293.4	84.0
4212	1456.6	84.0
4213	1421.2	84.0
4214	1404.6	84.0
4215	1361.3	84.0
4216	44.9	-
4217	44.9	-
4300	1404.6	84.0
4301	1361.3	84.0
4302	1456.6	84.0
4303	1421.2	84.0
4304	1181.6	105.0
4305	1293.4	84.0
4306	1337.5	84.0
4307	1293.0	84.0
4308	1337.5	84.0
4309	1293.0	84.0
4310	1181.6	105.0
4311	1293.4	84.0
4312	1456.6	84.0
4313	1421.2	84.0
4314	1404.6	84.0
4315	1361.3	84.0
4316	44.9	-
4317	44.9	-
4400	1404.6	84.0
4401	1361.3	84.0
4402	1456.6	84.0
4403	1421.2	84.0
4404	1181.6	105.0
4405	1293.4	84.0
4406	1337.5	84.0
4407	1293.0	84.0
4408	1337.5	84.0
4409	1293.0	84.0
4410	1181.6	105.0
4411	1293.4	84.0
4412	1456.6	84.0
4413	1421.2	84.0
4414	1404.6	84.0
4415	1361.3	84.0
4416	44.9	-
4417	44.9	-

SUPPLEMENTAL RECORD OF SURVEY MAP FOR SHADOW RIDGE CONDOMINIUMS
AMENDING SHEETS 2,3,4, & 5 RECORDED NO. 166230 ON 5-1-80 SUMMIT COUNTY RECORDER

SHEET TWO OF TWO SHEETS

RECORDED NO. 221761
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED
AT THE REQUEST OF _____
DATE 6-26-84 TIME 11:15 BOOK _____ PAGE _____
FEE $ 20.00
SUMMIT COUNTY RECORDER

SHADOW RIDGE Zone 2

LEGEND

BUILDING LINE

PROPERTY LINE

STREET CENTERLINE

WALLS AND PARTITIONS

COMMON AREAS AND FACILITIES

(B) (Ba) LIMITED COMMON AREAS AND FACILITIES (LETTER B REFERS TO LIMITED COMMON AREAS AND FACILITIES ALLOCATED TO THE RESPECTIVE UNITS) (SEE NOTES 1 AND 2 BELOW)

(A) UNITS (LETTER A REFERS TO UNIT NUMBERS)

NOTES

1. (B) LIMITED COMMON AREA DESIGNATED TO THE FOLLOWING UNITS:

4101	4203	4213	4307	4401	4411
4102	4204	4214	4308	4402	4412
4103	4205	4215	4309	4403	4413
4112	4206	4200	4310	4404	4414
4113	4207	4301	4311	4405	4415
4114	4208	4302	4312	4406	4400
4115	4209	4303	4313	4407	
4100	4210	4304	4314	4408	
4201	4211	4305	4315	4409	
4202	4212	4306	4300	4410	

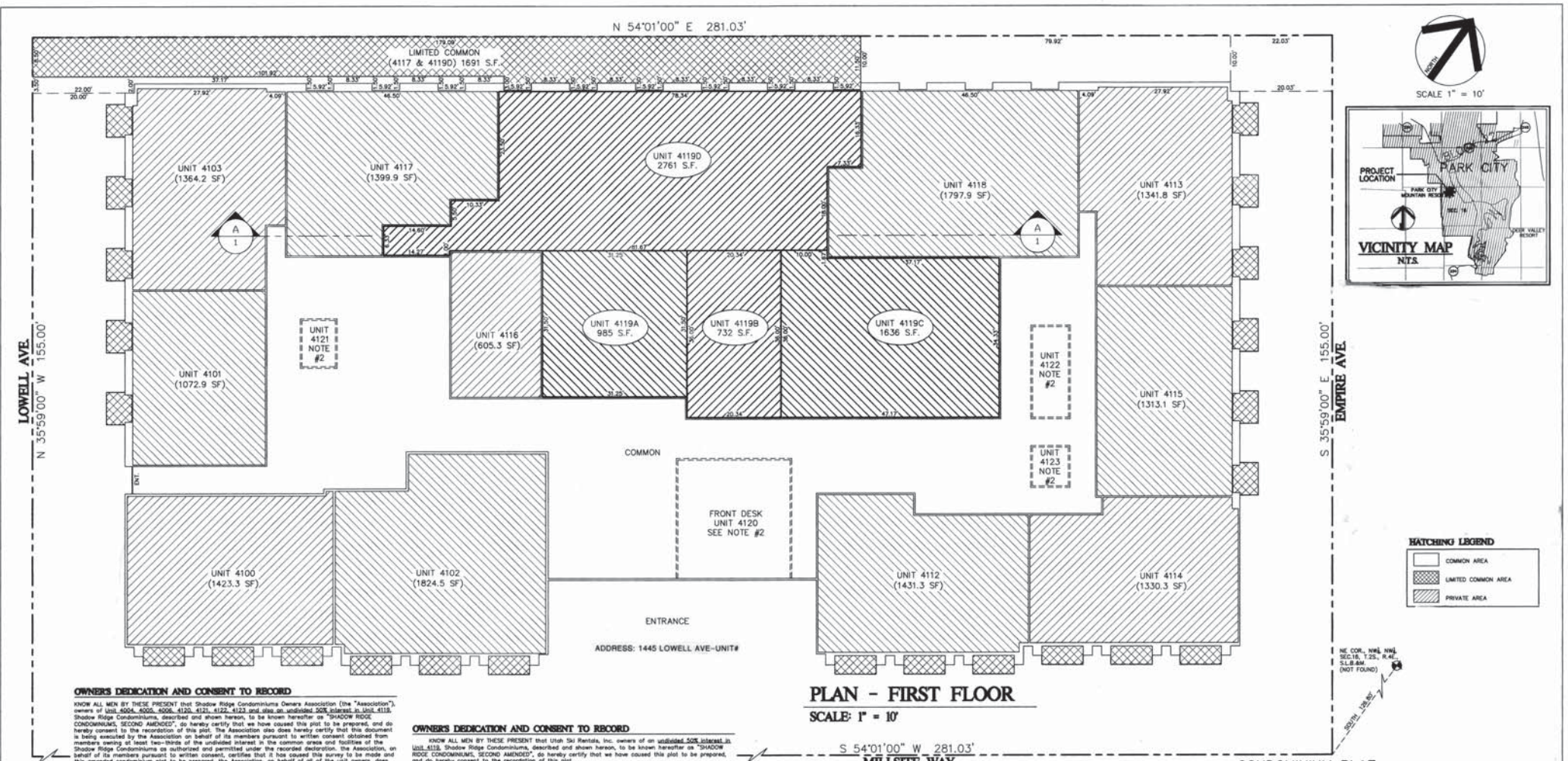
2. (Ba) LIMITED COMMON AREA USEABLE BY UNITS:

4116 4117 4118 4119 4001 4002 4003

(AMENDS SHEET 5)

3. THIS SUPPLEMENTAL RECORD OF SURVEY MAP AMENDS, SUPERCEDES, AND REPLACES SHEETS 2, 3, 4 AND 5 OF THE ORIGINAL RECORD OF SURVEY MAP FOR THE SHADOW RIDGE CONDOMINIUMS RECORDED AS ENTRY NO. 166230 IN SUMMIT COUNTY, UTAH. SHEET 1 OF SAID ORIGINAL MAP REMAINS IN FULL FORCE AND EFFECT.

Exhibit C – Current Plat: Shadow Ridge Condos Second Amended (2012)



PLAN - FIRST FLOOR
SCALE: 1" = 10'

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT that Shadow Ridge Condominiums Owners Association (the "Association"), owners of Unit 4004, 4005, 4006, 4120, 4121, 4122, 4123 and also an undivided 50% interest in Unit 4119, Shadow Ridge Condominiums, described and shown hereon, to be known hereafter as "SHADOW RIDGE CONDOMINIUMS, SECOND AMENDED", do hereby certify that we have caused this plat to be prepared, and do hereby consent to the recordation of this plat. The Association also does hereby certify that this document is being executed by the Association on behalf of its members pursuant to written consent obtained from members owning at least two-thirds of the undivided interest in the common areas and facilities of the Shadow Ridge Condominiums as authorized and permitted under the recorded declaration. the Association, on behalf of its members pursuant to written consent, certifies that it has caused this survey to be made and this amended condominium plat to be prepared. the Association, on behalf of all of the unit owners, does hereby consent to the recordation of this plat.

In witness whereof, I have hereunto set my hand this 21 day of JUNE, 2012.

Thomas L. Covas
Shadow Ridge Condominiums Owners Association, a Utah Non-Profit Corporation

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF) ss.

On this 21st day of June, 2012, personally appeared before me, TOM COVAS (name), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is PRESIDENT (title) of Shadow Ridge Condominiums Owners Association and that said document was signed by him/her on behalf of said Association by authority of its Bylaws, or (Resolution of its Board of Directors), and said TOM COVAS (name) acknowledged to me that said Association executed the same.

Notary Public
"OFFICIAL SEAL"
VERA MITREVSKI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 08/18/2013
MY COMMISSION EXPIRES: 8-18-2013
RESIDING IN Lake COUNTY, STATE

* Signing in a representative capacity: an authorized officer, agent, partner, trustee, member or other representative may sign on behalf of their representative business, be it a corporation, partnership, trust, limited liability company or other entity providing they have been given authority to sign in their representative capacity.
** The notary must require the signer to present satisfactory documentary evidence and administer an oath or affirmation.

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT that Utah Ski Rentals, Inc. owners of an undivided 50% interest in Unit 4119, Shadow Ridge Condominiums, described and shown hereon, to be known hereafter as "SHADOW RIDGE CONDOMINIUMS, SECOND AMENDED", do hereby certify that we have caused this plat to be prepared, and do hereby consent to the recordation of this plat.

In witness whereof, I have hereunto set my hand this 14 day of June, 2012.

Utah Ski Rentals, Inc., a Utah Corporation

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On this 14th day of June, 2012, personally appeared before me, Jeff Allison (name), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is President (title) of Utah Ski Rentals, Inc. and that said document was signed by him on behalf of said Corporation by authority of its Bylaws, or (Resolution of its Board of Directors), and said Jeff Allison (name) acknowledged to me that said Corporation executed the same.

Notary Public
WONNE SANDREY
NOTARY PUBLIC - STATE OF UTAH
COMMISSION # 609335
COMM. EXPIRES 4/20/2015
MY COMMISSION EXPIRES: 4/20/2015
RESIDING IN Salt Lake COUNTY, STATE

* Signing in a representative capacity: an authorized officer, agent, partner, trustee, member or other representative may sign on behalf of their representative business, be it a corporation, partnership, trust, limited liability company or other entity providing they have been given authority to sign in their representative capacity.
** The notary must require the signer to present satisfactory documentary evidence and administer an oath or affirmation.

SURVEYORS 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 Record of Survey 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
5-15-12

Gregory R. Wolbach — MAY 15, 2012 Date

LEGAL DESCRIPTION

Shadow Ridge Condominiums, on file and of record in the Office of the Summit County Recorder, Recordation Number 166230 (Supplemental Record of Survey Map Recordation Number 221761).

NE COR., NW¼ NW¼ SEC.16, T.2S., R.4E., S.L.B.&M. (NOT FOUND)

S0°01'W 128.85'

CONDOMINIUM PLAT

SHADOW RIDGE CONDOMINIUMS SECOND AMENDED

– A UTAH CONDOMINIUM PROJECT –

AMENDING UNITS 4119, 4120, 4121, 4122, 4123, 4004, 4005, 4006
A CONDOMINIUM PROJECT LOCATED WITHIN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

Evergreen Engineering, Inc.
Civil Engineering * Land Surveying * Land Planning
1670 Bonanza Drive * Suite 104
P.O. Box 2861 * Park City * Utah * 84060
Phone: 435.649.4867 * Fax: 435.649.9219
E-mail: office@evergreen-eng.com

SHEET 1 OF 3
Plot Date: May 15, 2012
Drawing Name: SR-2nd-Amended.dwg

PARK CITY PLANNING COMMISSION	CERTIFICATE OF ATTEST	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED # 963467
APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS 28th DAY OF September, 2011 A.D.	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 13th DAY OF October, 2011 A.D.	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 24th DAY OF June, 2012 A.D.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 7th DAY OF August, 2012 A.D.	APPROVED AS TO FORM THIS 31st DAY OF August, 2012 A.D.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 13th DAY OF October, 2011 A.D.	STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF Summit Escrow & Title DATE 9/19/2012 TIME 9:21 AM BOOK — PAGE —
CHAIRMAN	BY Jacalyn Scott PARK CITY RECORDER	BY B.D.L. S.B.W.R.D.	BY PARK CITY ENGINEER	BY PARK CITY ATTORNEY	BY Dana Williams MAYOR	$9802 FEE Rhonda Francis Deputy RECORDER

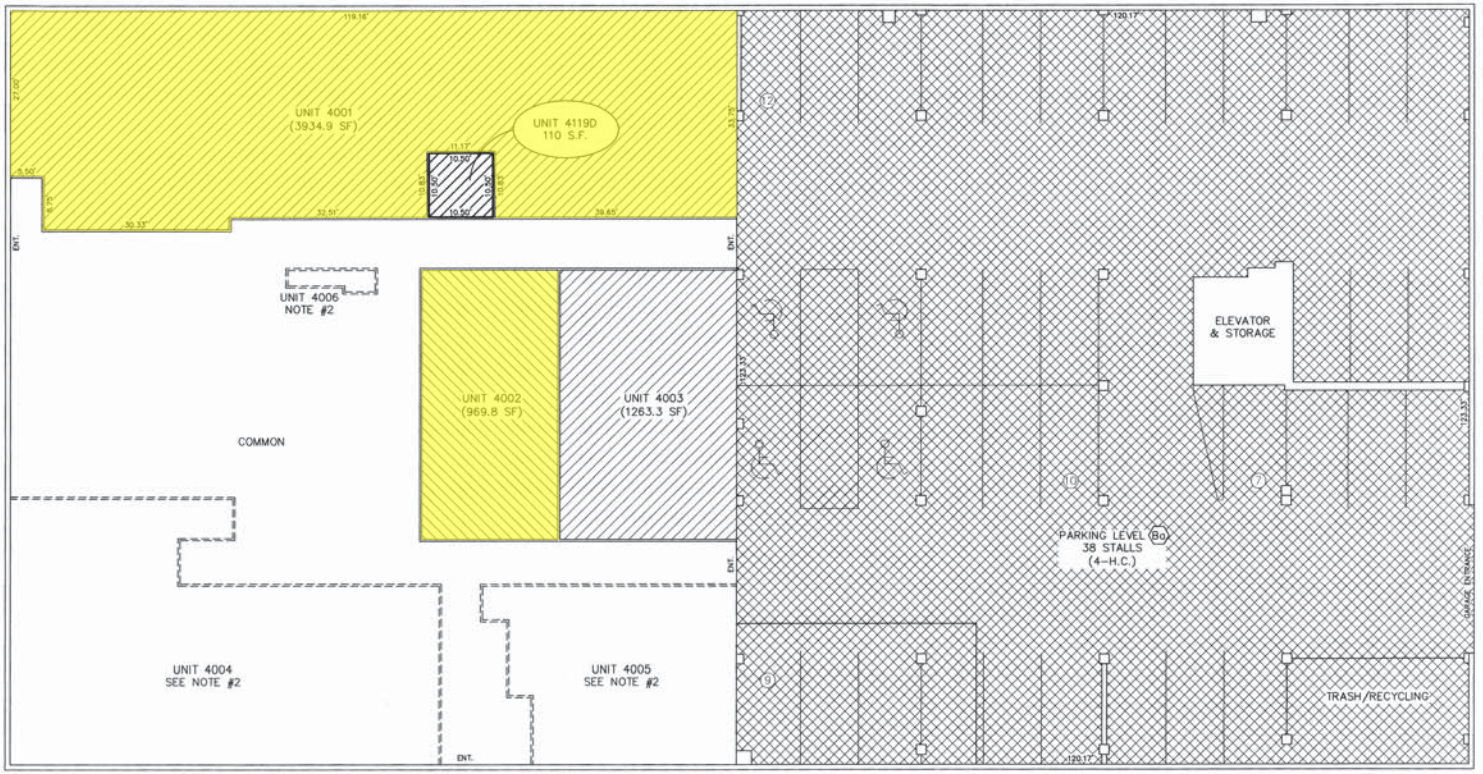
Exhibit C – Current Plat: Shadow Ridge Condos Second Amended (2012)

NOTES:

1. This Plat Amends Unit 4119 (one private unit) into Units 4119A, 4119B, 4119C & 4119D (four private units).
2. This Plat removes from Private Area and converts to Common Area Units 4004, 4005, 4006, 4120, 4121, 4122, 4123.
3. Units 4001, 4002, 4003, 4116, 4117, 4118, 4119A, 4119B, 4119C, 4119D are Support Commercial Units. All others are Residential Units.
4. Parking Garage and Facilities Located on Level A, hereon shown as "Ba" are designated "Limited Common Area Useable By Units: 4001, 4002, 4003, 4116, 4117, 4118, 4119". As shown on the Shadow Ridge Condominiums Supplemental Record of Survey Map, on file and of record in the Office of the Summit County Recorder, Recordation Number 221761.
5. Other units are shown for reference only, see the Plat(s) of record for information regarding those units.
6. Basis of Bearing: Record of Survey Map for Shadow Ridge Condominiums, Recordation Number 166230.
7. Existing Unit 4119 is located on both the First Floor and Level A.
8. Limited Common Area, benefiting Unit 4119D, has been added for the purpose of vehicle access to that unit.
9. The First Floor, Level A and Level B were field measured (surveyed) to verify its interior placement within the existing condominium building.
10. Project Benchmark Elevation = 6920.00'. Top of concrete slab, First Floor Main Entrance.
11. Covenants, Conditions, Restrictions, Requirements, Easements, or any items previously associated with the property described hereon remain in effect. All requirements set forth to this Amendment are in addition to previously associated items.
12. The Units of this Condominium are served by a Common Private Lateral Wastewater Line. The "SHADOW RIDGE CONDOMINIUM OWNERS ASSOCIATION" Shall be responsible for Ownership, Operation and Maintenance of all Common Private Lateral Wastewater Lines.
13. All Conditions of Approval of the 1979 Shadow Ridge Conditional Use Permit and the 1984 First Amended Shadow Ridge Condominium Plat continue to apply.
14. This Plat is subject to the Conditions of Approval in Ordinance 11-24.

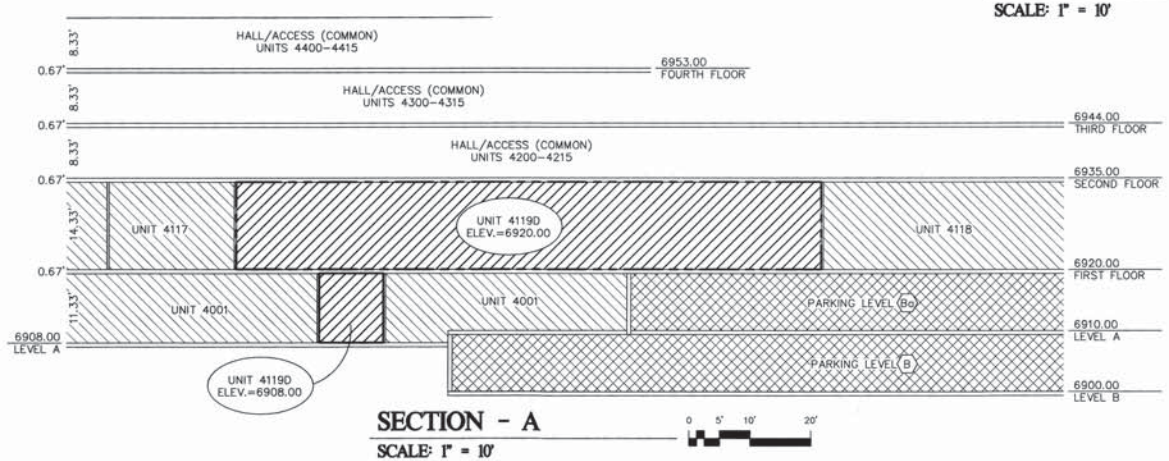
AREA TABULATIONS

NET ADDITIONAL COMMON AREA:	
* CONVERTED UNITS TO COMMON AREA (NOTE #2)	+ 4,309 S.F.
* CONVERTED COMMON AREA TO LIMITED COMMON AREA APPURTENANT TO UNIT 4117 AND UNIT 4119D	(1,691 S.F.)
** TOTAL ADDED COMMON	= 2,618 S.F.
NET ADDITIONAL LIMITED COMMON AREA:	
* CONVERTED COMMON AREA TO LIMITED COMMON AREA APPURTENANT TO UNIT 4117 AND UNIT 4119D :	
** TOTAL ADDED LIMITED COMMON =	1,691 S.F.
PRIVATE AREA:	
UNIT 4119A	985 S.F.
UNIT 4119B	732 S.F.
UNIT 4119C	1,636 S.F.
UNIT 4119D	2,871 S.F.
(UNIT 4119	8,224 S.F.)



PLAN - LEVEL A

SCALE: 1" = 10'



SECTION - A

SCALE: 1" = 10'

NOTES

1. PARKING LEVEL (B) LIMITED COMMON AREA DESIGNATED TO THE FOLLOWING UNITS:

4101	4203	4213	4307	4401	4411
4102	4204	4214	4308	4402	4412
4103	4205	4215	4309	4403	4413
4112	4206	4200	4310	4404	4414
4113	4207	4301	4311	4405	4415
4114	4208	4302	4312	4406	4400
4115	4209	4303	4313	4407	
4100	4210	4304	4314	4408	
4201	4211	4305	4315	4409	
4202	4212	4306	4300	4410	

2. PARKING LEVEL (Ba) LIMITED COMMON AREA USEABLE BY UNITS:

4001	4002	4003	4116	4117	4118
4119A	4119B	4119C	4119D		

HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

STATE OF UTAH · GREGORY R. MOLBACH · No. 187788 · 5-16-13 · PROFESSIONAL LAND SURVEYOR

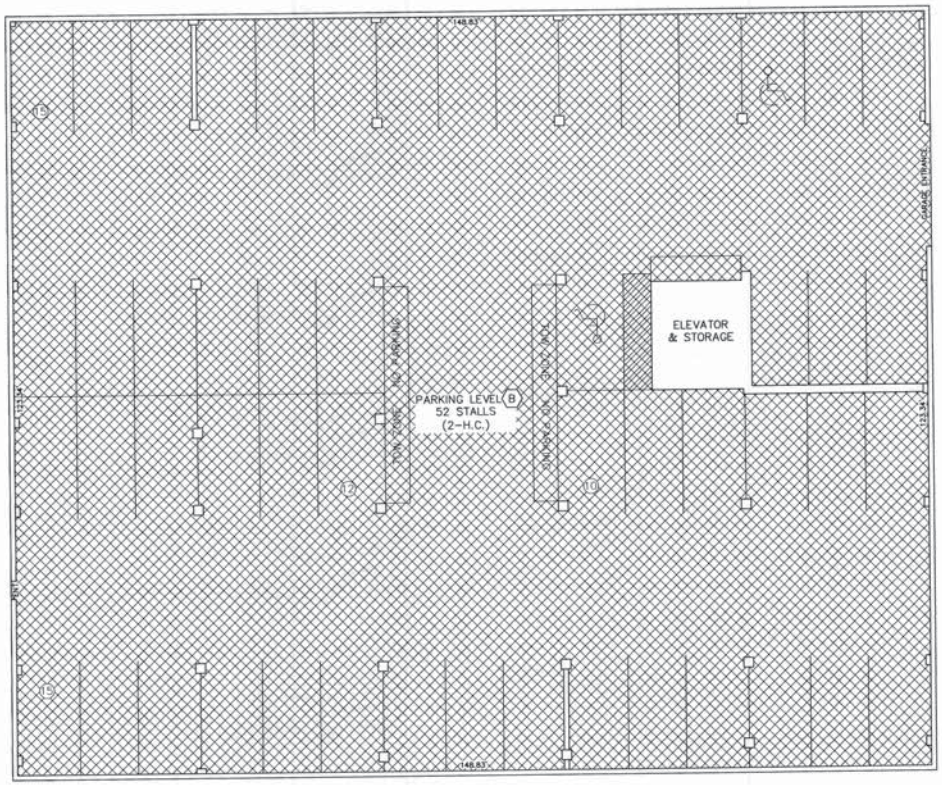
SHEET 2 OF 3

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

RECORDED # 953467

STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF SUMMIT ESCROW & TITLE
DATE 9/19/2012 TIME 9:21 AM BOOK — PAGE —
FEE 10.00 RECORDER Rhonda Francis Deputy



PLAN - LEVEL B

SCALE: 1" = 10'

0 5' 10' 20'

HATCHING LEGEND

COMMON AREA

LIMITED COMMON AREA

PRIVATE AREA

SHEET 3 OF 3

Plot Date: May 15, 2012

Drawing Name: SR-2nd Amended.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

RECORDED # 953467

STATE OF UTAH COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF SUMMIT ESCROW & TITLE
DATE 6/19/2012 TIME 9:21 AM BOOK — PAGE —
$28.00 FEE
RECORDER

NOTES:

1. This Plat Amends Unit 4119 (one private unit) into Units 4119A, 4119B, 4119C & 4119D (four private units).
2. This Plat removes from Private Area and converts to Common Area Units 4004, 4005, 4006, 4120, 4121, 4122, 4123.
3. Units 4001, 4002, 4003, 4116, 4117, 4118, 4119A, 4119B, 4119C, 4119D are Support Commercial Units. All others are Residential Units.
4. Parking Garage and Facilities Located on Level A, hereon shown as "Ba" are designated "Limited Common Area Useable By Units: 4001, 4002, 4003, 4116, 4117, 4118, 4119". As shown on the Shadow Ridge Condominiums Supplemental Record of Survey Map, on file and of record in the Office of the Summit County Recorder, Recordation Number 221761.
5. Other units are shown for reference only, see the Plat(s) of record for information regarding those units.
6. Basis of Bearing: Record of Survey Map for Shadow Ridge Condominiums, Recordation Number 166230.
7. Existing Unit 4119 is located on both the First Floor and Level A.
8. Limited Common Area, benefiting Unit 4119D, has been added for the purpose of vehicle access to that unit.
9. The First Floor, Level A and Level B were field measured (surveyed) to verify its interior placement within the existing condominium building.
10. Project Benchmark Elevation = 6920.00'.
    Top of concrete slab, First Floor Main Entrance.
11. Covenants, Conditions, Restrictions, Requirements, Easements, or any items previously associated with the property described hereon remain in effect. All requirements set forth to this Amendment are in addition to previously associated items.
12. The Units of this Condominium are served by a Common Private Lateral Wastewater Line. The "SHADOW RIDGE CONDOMINIUM OWNERS ASSOCIATION" Shall be responsible for Ownership, Operation and Maintenance of all Common Private Lateral Wastewater Lines.
13. All Conditions of Approval of the 1979 Shadow Ridge Conditional Use Permit and the 1984 First Amended Shadow Ridge Condominium Plat continue to apply.
14. This Plat is subject to the Conditions of Approval in Ordinance 11–24.

AREA TABULATIONS

NET ADDITIONAL COMMON AREA:	
* CONVERTED UNITS TO COMMON AREA (NOTE #2):	+ 4,509 S.F.
* CONVERTED COMMON AREA TO LIMITED COMMON AREA APPURTENANT TO UNIT 4117 AND UNIT 4119D :	(1,691 S.F.)
** TOTAL ADDED COMMON	= 2,818 S.F.
NET ADDITIONAL LIMITED COMMON AREA:	
* CONVERTED COMMON AREA TO LIMITED COMMON AREA APPURTENANT TO UNIT 4117 AND UNIT 4119D :	
** TOTAL ADDED LIMITED COMMON	= 1,691 S.F.
PRIVATE AREA:	
UNIT 4119A	– 985 S.F.
UNIT 4119B	– 732 S.F.
UNIT 4119C	– 1,636 S.F.
UNIT 4119D	– 2,871 S.F.
(UNIT 4119	– 6,224 S.F.)

NOTES

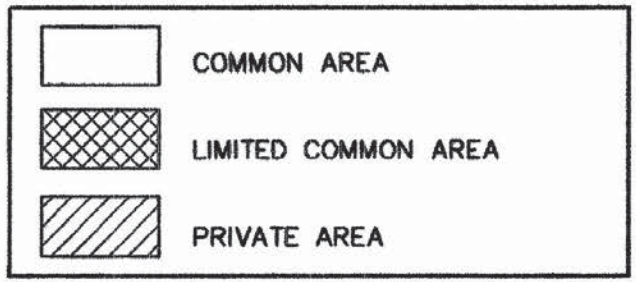
1. PARKING LEVEL (B) LIMITED COMMON AREA DESIGNATED TO THE FOLLOWING UNITS:

4101	4203	4213	4307	4401	4411
4102	4204	4214	4308	4402	4412
4103	4205	4215	4309	4403	4413
4112	4206	4200	4310	4404	4414
4113	4207	4301	4311	4405	4415
4114	4208	4302	4312	4406	4400
4115	4209	4303	4313	4407	
4100	4210	4304	4314	4408	
4201	4211	4305	4315	4409	
4202	4212	4306	4300	4410	

2. PARKING LEVEL (Ba) LIMITED COMMON AREA USEABLE BY UNITS:

4001	4002	4003	4116	4117	4118
4119A	4119B	4119C	4119D		

HATCHING LEGEND



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SHADOW RIDGE CONDOMINIUMS, THIRD AMENDED

PROJECT SUMMARY

The purpose of this Condominium Amendment is to remove from private area and convert to common area Units 4001, 4002, 4216, 4217, 4316, 4317, 4416, & 4417. 4001 & 4002 are currently used as convention space by the HOA, so there is no reason for them to be private. Units 4216, 4217, 4316, 4317, 4416, & 4417 are just closets that are used by the janitorial staff, so there is also no reason for them to be private. Finally, the parking areas located on level A will be available for use by the HOA when they are using the conference rooms and related facilities.

01056534 B: 2379 P: 1833
Page 1 of 10
Mary Ann Trussell, Summit County Utah Recorder
10/25/2016 12:33:46 PM Fee $28.00
By WRONA GORDON & DUBOIS
Electronically Recorded

THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR SHADOW RIDGE CONDOMINIUMS

This Third Amendment to the Declaration of Condominium for Shadow Ridge Condominiums (the "Third Amendment") is made by the Shadow Ridge Condominiums Owners Association, a Utah non-profit corporation (the "Association").

RECITALS

A. The plat map for the SHADOW RIDGE CONDOMINIUMS was recorded on December 5, 1980, with the Summit County Recorder's office as Entry No. 166230 (the "Original Plat").

B. The DECLARATION OF CONDOMINIUM OF OAK PARK CONDOMINIUM was recorded on December 5, 1980, in the Summit County Recorder's office as Entry No. 173629 in Book M173, beginning at Page 605 (the "Original Declaration").

C. The FIRST SUPPLEMENT TO THE DECLARATION OF CONDOMINIUM OF THE SHADOW RIDGE CONDOMINIUMS was recorded on June 21, 1984, in the Summit County Recorder's office as Entry No. 221762 in Book 303 beginning at Page 400 (the "First Supplement").

D. The AFFIRMATION TO THE DECLARATION OF CONDOMINIUM OF THE SHADOW RIDGE CONDOMINIUMS was recorded on July 2, 1992, in the Summit County Recorder's office as Entry No. 361688 in Book 671 beginning at Page 104 (the "Affirmation")

E.The SHADOW RIDGE CONDOMINIUMS SECOND AMENDED PLAT was recorded on December 9, 2012, with the Summit County Recorder's office as Entry No. 953467 (the "Second Amended Plat").

F. The SECOND SUPPLEMENT TO DECLARATION OF CONDOMINIUM OF THE SHADOW RIDGE CONDOMINIUMS was recorded on September 19, 2012, in the Summit County Recorder's office as Entry No. 953468 in Book 2147 beginning at Page 1183 (the "Second Supplement"). (The Original Declaration, the First Supplement, the Affirmation, and the Second Supplement together, the "Declaration").

G. In January, 2010, votes representing more than seventy-five percent (75%) of the allocated interest of the Association were cast in favor of approval of the terms of a settlement of a lawsuit in which the Association involved. Pursuant to the terms of the settlement (the "Settlement Agreement"), the Association purchased an undivided fifty percent (50%) interest in Unit 4119 of the Project with another party known as Utah Ski & Golf purchasing the other undivided fifty percent (50%) interest in Unit 4119. The Association and Utah Ski & Golf purchased Unit 4119 jointly, as tenants in common, with the agreement that (i) Unit 4119 would subdivided into four (4) new condominiums units identified as Units 4119A, 4119B, 4119C, and 4119D and (ii) following completion of the subdivision, title to Unit 4119D will be conveyed

solely to the Association, and title to Units 4119A, 4119B, and 4119C would be conveyed to Utah Ski and Golf or its designee.

H. In an effort to effectuate the Settlement Agreement, the Second Supplement was recorded.

I. Prior to recording the Second Supplement, the Association obtained the approval of Park City to subdivide Unit 4119, as reflected in City Records for Park City Project Number PL-10-00938. Park City required several changes to the Project including: (i) identification on an amended plat of the parking spaces located on the two lower levels of the building, (ii) adding certain limited common area pertaining to Units 4117 and 4119D, (iii) clarifying that units which may be used for commercial purposes (which are Units 4001, 4002, 4003, 4116, 4117, 4118, and the allegedly created 4119A, 4119B, 4119C, and 4119D), (iv) clarifying limited common areas for parking, and (v) conveying certain units historically designated as private area to Common Area in order to be consistent with their actual uses. The units purportedly converted to Common Area were Units 4004, 4005, 4006, 4120, 4121, 4122, and 4123 (the "Converted Units"), which were used as closets, lobby area, check-in desk, and other common uses.

J. Despite purporting to convert Units 4004, 4005, 4006, 4120, 4121, 4122, and 4123 to Common Area, the Second Supplement did not address eight other units historically designated as private area which should also have been changed to Common Area to be consistent with their actual uses. These are Units 4001 are 4002 (meeting rooms) and 4216, 4217, 4316, 4317, 4416, and 4417 (housekeeping closets) (these Units together, the "Non-Converted Units").

K. Because the Converted Units had been designated as units in the Project, they contained appurtenant undivided ownership interest shown on Exhibit A to the Original Declaration. This interest was re-allocated to the newly created Units 4119A, 4119B, 4119C, and 4119D in the Exhibit B attached to the Second Amendment.

L. Despite purporting to subdivide an existing unit into four (4) smaller units and to reallocate the undivided fractional interest of the Units in the Project, the Association did not obtain the consent of any mortgagees in the project and did not obtain the consent of one-hundred percent (100%) of the undivided fractional interest in the Project prior to recording the Second Supplement.

M. The Association now desires to more fully effectuate the Settlement Agreement by: (1) ratifying and reaffirming the creation of Units 4119A, 4119B, 4119C, and 4119D; (2) ratifying and reaffirming the conversion of the Converted Units into Common Area; (3) properly allocating the undivided ownership interest of the Converted Units proportionally over all of the Units in the Project; and (4) ratifying and reaffirming the other portions of the Second Supplement.

N. The Association further desires to convert the Non-Converted Units into Common Area and to allocate their appurtenant undivided fractional interest proportionally over all of the Units in the Project.

O. As evidenced by this instrument, the Association obtained the votes of over two-thirds (66.66%) of the undivided ownership interest in the Association and has or will obtain the consent of over two-thirds (66.66%) of the mortgagees holding security interests in the Project.

P. This document affects the real property located in Summit County, Utah, described with particularity on Exhibit A, attached hereto and incorporated herein by reference (the "Property").

AMENDMENTS

NOW, THEREFORE, pursuant to the foregoing, the Association, through its Board of Trustees, hereby makes and executes the following amendments to the Declaration, which shall be effective as of its recording date:

1) **Amendment No. 1.** Division of Unit 4119:

The Association ratifies and reaffirms the division of Unit 4119 into Units 4119A, 4119B, 4119C and 4119D. Unit 4119 no longer exists, as shown on the Second Amended Condominium plat filed with the Summit county Recorder, State of Utah or as may be shown on any subsequently filed condominium plat. The size of these Units is as follows: 4119A -985 square feet, 4119B – 732 square feet, 4119C – 1626square feet, and 4119D – 2,871 square feet. The par values, percentage interests and votes pertaining to these 4119A, 4119B, 4119C and 4119D are show in the Exhibit "B" attached hereto.

2) **Amendment No. 2**. Conversion to Common Areas.

The Association ratifies and reaffirms the conversion of Units 4004, 4005, 4006, 4120, 4121, 4122 and 4123 to Common Areas, as shown on the Second Amended Plat filed with the Summit County Recorder, State of Utah, or as may be shown on any subsequently recorded condominium plat.

Units 4001, 4002, 4216, 4217, 4316, 4317, 4416, and 4417 shall be, and hereby are, converted to Common Area, which shall be shown in a condominium plat to be recorded with the Summit County Recorder, State of Utah.

3) **Amendment No. 3.** Creation of Limited Common Area.

The Association ratifies and reaffirms the creation of limited common area appurtenant to Units 4117 and 4119D, as shown on the Second Amended Plat filed with the Summit County Recorder, State of Utah, or as may be shown on any subsequently filed condominium plat, which totals 1,691 square feet.

4) **Amendment No. 4.** Amended Schedule of Ownership Interests and Votes

The schedule attached hereto as Exhibit "B" is incorporated herein by this reference. It sets forth the Unit Number, par value, percentage undivided ownership interest in the Project's Common Area and Facilities for all purposes including assessments and votes for each Unit contained in the Project from and after the time after the recordation of this Third Amendment and a condominium plat converting the Non-Converted Units into Common Area in the office of the Summit County Recorder. Exhibit "B" attached hereto supersedes and replaces all prior schedules of unit numbers, percentage interest and votes set forth in the Original Declaration, the First Supplement, and the Second Supplement.

5) **Conflicts.** All remaining provisions of the Declaration not specifically amended in this Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

6) Incorporation and Supplementation of Declaration. This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

7) Effective Date. This Amendment to the Declaration is effective when recorded.

IN WITNESS THEREOF, the undersigned officer of the Association hereby certifies that the Board of Trustees has obtained the affirmative written vote or consent of the Owners of Units holding at least two-thirds (66.66%) of the total votes in the Association cast in person or by proxy at a special meeting duly called for that purpose and consistent with the requirements of the Declaration and the Utah Condominium Ownership Act. The Association further certifies that any approval by eligible mortgagees has or will be obtained.

Shadow Ridge Condominiums Owners Association

_____
(Signature)

By: President of HOA

Its [Title]: _____

STATE OF ~~UTAH~~ Illinois)
) ss.
COUNTY OF DuPage)

The foregoing instrument was acknowledged before me this 26th day of September, 2016, by Thomas F Covas, who by me being duly sworn, did say that he/she is the President of the Shadow Ridge Condominiums Owners Association.

"OFFICIAL SEAL"
NATALIE [illegible]
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/24/2017

_____
Notary Public

Exhibit A – LEGAL DESCRIPTION OF PROPERTY

Commencing at a point 126.8 feet South of the Northeast Corner of the Northwest Quarter of the Northwest Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 54°01' West 281.03 feet; thence North 35°59' West 155 feet; thence North 54°01' East 281.03 feet; thence South 35°59' East 155 feet to the point of beginning.

RESERVING AND EXCEPTING therefrom all right, title and interest in and to the oil, gas and all other minerals, similar and dissimilar, metallic and nonmetallic, and all geothermal sources which presently underlie or which may hereafter underlie the Land described immediately hereinabove.

Exhibit B

UNIT NUMBER, PAR VALUE, PERCENTAGE INTEREST, VOTES

UNIT		PAR VALUE	PERCENTAGE INTEREST	VOTES
4003		23,458	0.176752	1.76752
4100		213,227	1.606651	16.06651
4101		182,634	1.376140	13.76140
4102		213,227	1.606651	16.06651
4103		213,227	1.606651	16.06651
4112		213,227	1.606651	16.06651
4113		204,065	1.537620	15.37620
4114		213,227	1.606651	16.06651
4115		204,065	1.537620	15.37620
4116		58,078	0.437612	4.37612
4117		134,322	1.012110	10.12110
4118		172,506	1.299823	12.99823
4119 A		92,884	0.699873	6.99873
4119 B		69,007	0.519964	5.19964
4119 C		154,271	1.162424	11.62424
4119 D		260,364	1.961827	19.61827
4200		213,227	1.606651	16.06651
4201		213,227	1.606651	16.06651
4202		213,227	1.606651	16.06651
4203		213,227	1.606651	16.06651
4204		183,661	1.383878	13.83878
4205		197,931	1.491396	14.91396
4206		206,092	1.552892	15.52892
4207		195,904	1.476123	14.76123
4208		206,092	1.552892	15.52892
4209		195,904	1.476123	14.76123
4210		193,850	1.460647	14.60647
4211		195,904	1.476123	14.76123
4212		213,227	1.606651	16.06651
4213		204,065	1.537620	15.37620
4214		213,227	1.606651	16.06651
4215		204,065	1.537620	15.37620
4300		224,469	1.691361	16.91361
4301		224,469	1.691361	16.91361
4302		224,469	1.691361	16.91361
4303		224,469	1.691361	16.91361
4304		188,742	1.422161	14.22161
4305		214,254	1.614389	16.14389

4306		219,361	1.652875	16.52875
4307		214,254	1.614389	16.14389
4308		219,361	1.652875	16.52875
4309		214,254	1.614389	16.14389
4310		198,957	1.499133	14.99133
4311		214,254	1.614389	16.14389
4312		224,469	1.691361	16.91361
4313		214,254	1.614389	16.14389
4314		224,469	1.691361	16.91361
4315		214,254	1.614389	16.14389
4400		255,061	1.921872	19.21872
4401		255,061	1.921872	19.21872
4402		255,061	1.921872	19.21872
4403		255,061	1.921872	19.21872
4404		193,850	1.460647	14.60647
4405		249,980	1.883589	18.83589
4406		249,980	1.883589	18.83589
4407		249,980	1.883589	18.83589
4408		249,980	1.883589	18.83589
4409		249,980	1.883589	18.83589
4410		204,065	1.537620	15.37620
4411		249,980	1.883589	18.83589
4412		255,061	1.921872	19.21872
4413		249,980	1.883589	18.83589
4414		255,061	1.921872	19.21872
4415		249,980	1.883589	18.83589
Total		**13,271,499**	**100.000000**	**1000.00000**

Exhibit C

Tax ID Numbers

SRC-1-S-4001
SRC-1-S-4002
SRC-1-S-4003
SRC-1-S-4004
SRC-1-S-4005
SRC-1-S-4006
SRC-1-S-4116
SRC-1-S-4117
SRC-1-S-4118
SRC-1-S-4119
SRC-4119A-2AM
SRC-4119B-2AM
SRC-4119C-2AM
SRC-4119D-2AM
SRC-1-S-4120
SRC-1-S-4121
SRC-1-S-4122
SRC-1-S-4123
SRC-4100
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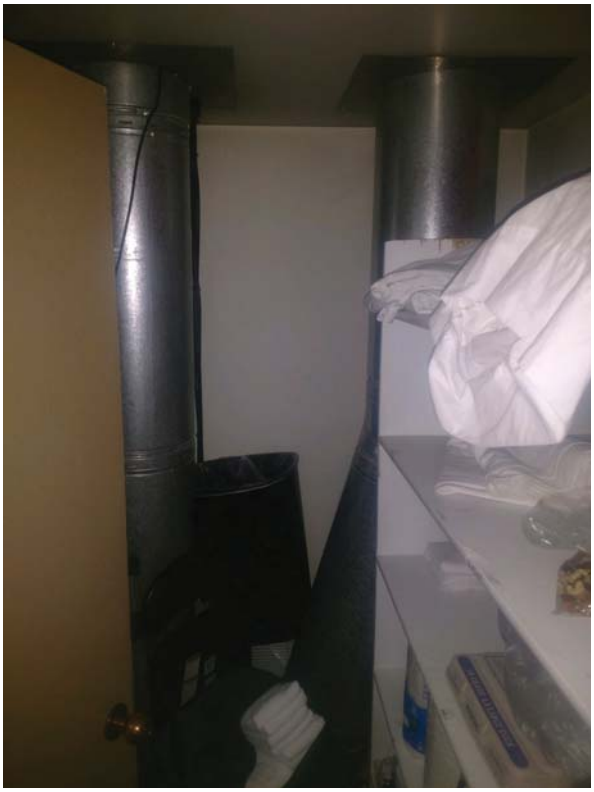
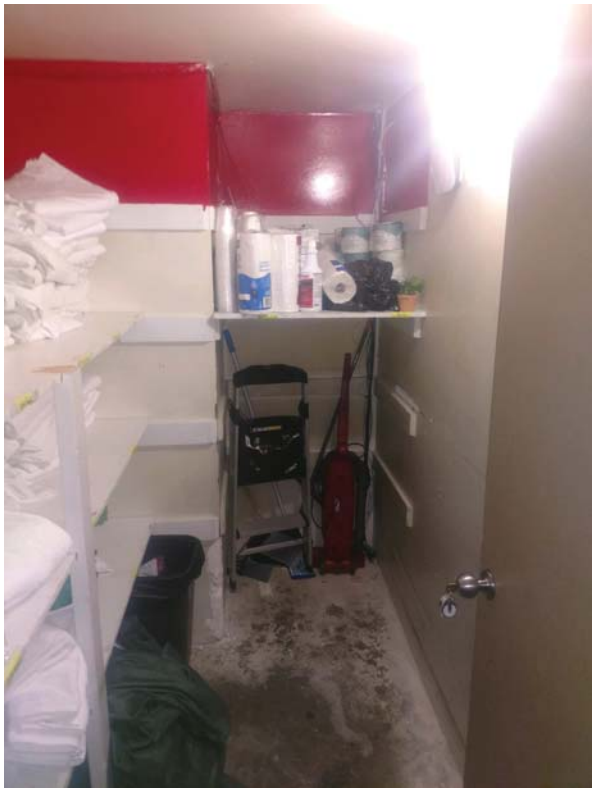
Exhibit F – Aerial Photograph



Unit 4216



Unit 4217

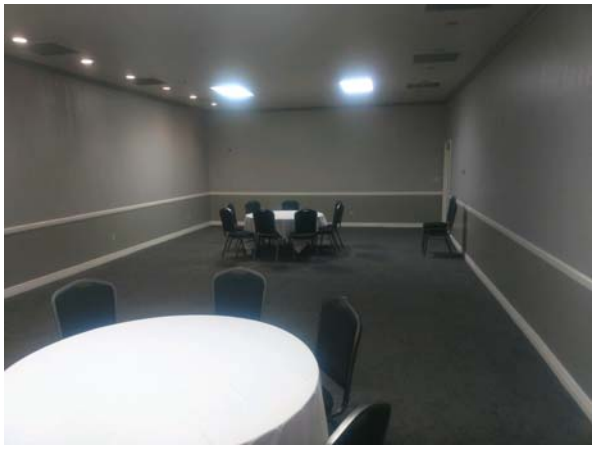
Unit 4316

Unit 4317

Unit 4416

Unit 4417

Unit 4001



Unit 4002

Council Agenda Item Report

Meeting Date: November 15, 2018
Submitted by: Francisco Astorga
Submitting Department: Planning
Item Type: Staff Report
Agenda Section: NEW BUSINESS

Subject:
Consideration to Approve Ordinance No. 2018-57, an Ordinance Abandoning/Vacating the Mine Cart Condominium Record of Survey Map, Repealing Ordinance No. 06-79, and Approving the Mine Cart Subdivision Plat, a Two (2) Lot Subdivision, Located at 553 Deer Valley Loop Road, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:
Staff recommends that the City Council review and hold a public hearing for the Mine Cart Subdivision Plat replacing the Mine Cart Condominium Plat, located at 553 Deer Valley Loop Road, and consider approval based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Attachments:
553 Deer Valley Loop Rd Staff Report and Ordinance

553 Deer Valley Loop Rd Exhibits

PLANNING DEPARTMENT

City Council Staff Report

Subject: Mine Cart Subdivision Plat
Author: Francisco J. Astorga, AICP, Senior Planner
Project Number: PL-18-03955
Date: 15 November 2018
Type of Item: Legislative – Subdivision Plat

Executive Summary

Staff recommends that the City Council review and hold a public hearing for the Mine Cart Subdivision Plat replacing the Mine Cart Condominium Plat, located at 553 Deer Valley Loop Road, and consider approval based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

This is a request to vacate the platted un-built two (2) unit condominium recorded as Mine Cart Condominiums and request for approval of a Subdivision Plat for the Mine Cart Subdivision consisting of two (2) lots of record. The Mine Cart Subdivision Plat would replace the Mine Cart Condominium Record of Survey Map (Plat) upon recordation of the plat.

Description

Applicant:	Dee Vee Dee AKT LLC, Jack Lopez represented by Jodi Hoffman
Location:	553 Deer Valley Loop Road #A & #B
Zoning:	Residential-Medium Density District
Adjacent Land Uses:	Resort / transient / residential
Reason for Review:	Subdivision Plats require Planning Commission review and City Council review and action

Background

On September 22, 2006 the City received a Condominium Record of Survey (Plat) application requesting the two (2) units from the metes and bounds parcel. On October 25, 2006 the Planning Commission forwarded a positive recommendation to the City Council. On November 9, 2006 the City Council approved Ordinance No. 06-79 approving the Mine Cart Condominium, consisting of two (2) units in the form of a duplex. The Condominium Plat was recorded at the County on August 9, 2007. The site was not development and it remains vacant.

On August 28, 2018 the current property owner of the two (2) platted units submitted a request to vacate the platted un-built Condominium Plat and a complete application to subdivide the vacant site into a two (2) lot Subdivision Plat. The applicant owns both platted condominium units.

During the October 24, 2018 Planning Commission meeting the Commission reviewed this application and opened a public hearing. The Commission voted unanimously (6-0 vote) to forward a positive recommendation to the City Council.

Purpose

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

1. allow continuation of permanent residential and transient housing in original residential Areas of Park City,
2. encourage new Development along an important corridor, that is Compatible with Historic Structures in the surrounding Area,
3. encourage the rehabilitation of existing Historic Structures,
4. encourage Development that provides a transition in Use and scale between the Historic District and the resort Developments,
5. encourage affordable housing,
6. encourage Development that minimizes the number of new driveways Accessing existing thoroughfares and minimizes the visibility of Parking Areas

Analysis

The subject site is located at 553 Deer Valley Loop Road, addressed (platted) as Unit A & Unit B. The entire site consisting of 7,935 square feet (0.18 acres) has currently double frontage as it adjacent to both Deer Valley Loop Road and Deer Valley Drive, although the approved condominium limited vehicular access to Deer Valley Loop Road. The site is within the Residential-Medium Density District. The proposal abandons / vacates the recorded Condominium Plat and subdivides the site into two (2) lots of record. The recorded Mine Cart Condominiums has not been built and the site is currently vacant.

Proposed Lot 1 is 4,171 square feet. Proposed Lot 2 is 3,764 square feet. The minimum lot area within the Residential-Medium Density District is 2,812 square feet for a single family dwelling, 3,750 square feet for a duplex dwelling, and 4,687 square feet for a triplex dwelling.

Single family, duplex, and triplex dwellings are all listed as allowed uses within the Residential-Medium Density District. The applicant has indicated on their write-up to build one (1) single family dwelling on each lot; however, a duplex dwelling is an allowed use within the district and both proposed lots would be eligible for such based on minimum lot area. The proposal is not eligible for triplex dwellings. Staff recommends adding a condition of approval to be reflected as a plat note that would indicate that the site would be limited to one (1) single family dwelling per lot, no duplexes allowed, to reflect that the density of the site remains the same as it was originally platted as two (2) units within this same site.

Proposed Lot 1 has a width of 61 feet. Proposed Lot 2 has a width of 59 feet. The minimum lot width in the Residential-Medium Density District is 37.5 feet.

The minimum front setback for lots 75 feet deep or less is 10 feet. Proposed Lot 1 has a minimum lot depth of approximately 70 feet. Proposed Lot 2 has a minimum lot depth of 69 feet. The minimum side setback is 5 feet. The maximum building height in Residential-Medium Density District is 28 feet; however, structures with a gable, hip, barrel, and similar pitched roof may extend up to another 5 feet.

The applicant requests Proposed Lot 1 to have access off Deer Valley Drive while Proposed Lot 2 would have access off Deer Valley Loop Road. The proposal converts the site into traditional block lot development with each separate lot accessing the road on the newly created front. Due to the current designation of Deer Valley Drive, being a major residential collector road, staff recommends that Proposed Lot 1 does not back onto Deer Valley Drive, but rather provides its own turn around area within the proposed lot so vehicle traffic accesses Deer Valley Drive without having to back into traffic.

There is a concrete retaining wall built over the City Right-of-Way along Deer Valley Drive. In order to have access to Deer Valley Drive as requested for Proposed Lot 1, the applicant shall be responsible of modifying the existing retaining wall. The applicant shall be responsible of obtaining applicable permit / encroachment agreement through the Engineering Department concurrently with the building permit for Proposed Lot 1.

Staff finds that there is good cause for this request to abandon the recorded Condominium Plat and approve the requested two (2) lot Subdivision Plat as it meets applicable codes.

Staff suggests a condition of approval that would indicate that before the new proposed Plat is recorded the applicant work with Summit County and applicable agencies, and provide proof to the City indicating that the currently recorded Condominium Plat is abandoned, vacated, retired, etc. and that all applicable associated documents are also taken care in terms of being abandoned, vacated, retired, etc., which includes Condominium Declaration of CC&Rs, By-Laws, Home Owner's Association, etc.

Process

The approval of this Condominium Plat Amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC § 15-1-18.

Department Review

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

Notice

On October 10, 2018, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on October 6, 2018.

Public Input
No public input has been received by the time of this report.

Alternatives
- The City Council may approve the proposed Subdivision Plat, as conditioned or amended; or
- The City Council may deny the proposed Subdivision Plat, and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the proposed Subdivision Plat, and request additional information or analysis in order to make a recommendation; or
- The City Council may remand the proposed Subdivision Plat to the Planning Commission with specific direction.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking recommended action
The site would continue to be vacant until the property owner decides to build the duplex, platted as a two (2) unit condominium.

Summary Recommendation
Staff recommends that the City Council review and hold a public hearing for the Mine Cart Subdivision Plat replacing the Mine Cart Condominium Plat, and consider approval based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits
Exhibit A – Draft Ordinance
Attachment 1 – Mine Cart Subdivision (proposed)
Exhibit B – Survey
Exhibit C – Mine Cart Condominiums Record of Survey Map (2007)
Exhibit D – Mine Cart Condominiums Declaration of CC&Rs & By-Laws
Exhibit E – Ordinance 06-79
Exhibit F – Applicant's Project Description
Exhibit G – Aerial Photograph
Exhibit H – Site Photographs

Exhibit A – Draft Ordinance

Ordinance No. 2018-57

AN ORDINANCE ABANDONING/VACATING THE MINE CART CONDOMINIUM RECORD OF SURVEY MAP, REPEALING ORDINANCE NO. 06-79, AND APPROVING THE MINE CART SUBDIVISION PLAT, A TWO (2) LOT SUBDIVISION, LOCATED AT 553 DEER VALLEY LOOP ROAD, PARK CITY, UTAH

WHEREAS, the property owners of the property located at 553 Deer Valley Loop Road Unit A and Unit B, Park City, UT 84060, have petitioned the City Council for approval of the Subdivision Plat; and

WHEREAS, on October 6, 2018, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, on October 10, 2018, the site was properly noticed and posted according to the requirements of the Land Management Code; and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on October 24, 2018, to receive input on Condominium Plat Amendment; and

WHEREAS, the Planning Commission on October 24, 2018, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 15, 2018, the City Council held a public hearing to receive input on the Condominium Plat Amendment; and

WHEREAS, it is in the best interest of Park City, Utah to abandon the Mine Cart Condominiums Record of Survey Map located at 553 Deer Valley Loop Road.

WHEREAS, it is in the best interest of Park City, Utah to approve the Mine Cart Subdivision Plat located at 553 Deer Valley Loop Road.

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

SECTION 1. APPROVAL. The Mine Cart Subdivision Plat as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The subject site is located at 553 Deer Valley Loop Road, addressed (platted) as Unit A & Unit B.

2. The entire site consisting of 7,935 square feet (0.18 acres) has currently double frontage as it adjacent to both Deer Valley Loop Road and Deer Valley Drive.
3. The site is within the Residential-Medium Density District.
4. The proposal abandons / vacates the recorded Mine Cart Condominium Plat and subdivides the site into two (2) lots of record.
5. The recorded Mine Cart Condominiums has not been built and the site is currently vacant.
6. Proposed Lot 1 is 4,171 square feet.
7. Proposed Lot 2 is 3,764 square feet.
8. The minimum lot area within the Residential-Medium Density District is 2,812 square feet for a single family dwelling.
9. The applicant has indicated on their write-up to build one (1) single family dwelling on each lot.
10. The density of the site remains the same as it was originally platted as two (2) units or lots within this same site.
11. Proposed Lot 1 has a width of 61 feet.
12. Proposed Lot 2 has a width of 59 feet.
13. The minimum lot width in the Residential-Medium Density District is 37.5 feet.
14. Proposed Lot 1 has a minimum lot depth of approximately 70 feet.
15. Proposed Lot 2 has a minimum lot depth of 69 feet.
16. The minimum front setback for lots 75 feet deep or less is a minimum of 10 feet.
17. The minimum side setback is 5 feet.
18. The maximum building height in Residential-Medium Density District is 28 feet; however, structures with a gable, hip, barrel, and similar pitched roof may extend up to another 5 feet.
19. Proposed Lot 1 is to have access off Deer Valley Drive.
20. Proposed Lot 2 is to have access off Deer Valley Loop Road.
21. Due to the current designation of Deer Valley Drive, being a major residential collector road, staff recommends that Proposed Lot 1 does not back onto Deer Valley Drive, but rather provides its own turn around area within the proposed lot so vehicle traffic accesses Deer Valley Drive without having to back into traffic.
22. There is a concrete retaining wall built over the City Right-of-Way along Deer Valley Drive.
23. In order to have access to Deer Valley Drive as requested for Proposed Lot 1, the property owner shall be responsible of modifying the existing retaining wall.
24. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

1. There is good cause for this Subdivision Plat.
2. The Subdivision Plat is consistent with the Park City Land Management Code and applicable State law regarding Condominium Plat Amendment.
3. Neither the public nor any person will be materially injured by the proposed Subdivision Plat.
4. Approval of the Subdivision Plat, 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 Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A plat note shall be added to limit one (1) single family dwelling per lot. No duplexes allowed.
4. A plat note shall be added indicating that vehicles on Lot 1 shall not back up onto Deer Valley Drive and that Lot 1 shall have its own turn around to accomplish this within their owner private property.
5. Before the Mine Cart Subdivision Plat is recorded, the applicant shall provide proof to the City indicating that the property has been withdrawn from the Utah Condominium Ownership Act in accordance with Utah Code 57-8-22.
6. Ten foot (10') public utility and snow storage easements shall be granted along Deer Valley Drive and Deer Valley Loop Road.
7. Residential fire sprinklers are required for all new construction per requirements of the Chief Building Official, and shall be noted on the plat.
8. The property owner shall be responsible of obtaining applicable permit / encroachment agreement through the Engineering Department concurrently with the building permit for Proposed Lot 1 in order to modify the existing retaining wall on Deer Valley Drive.

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

PASSED AND ADOPTED this 15th day of November, 2018.

PARK CITY MUNICIPAL CORPORATION

_____
Andy Beerman, MAYOR

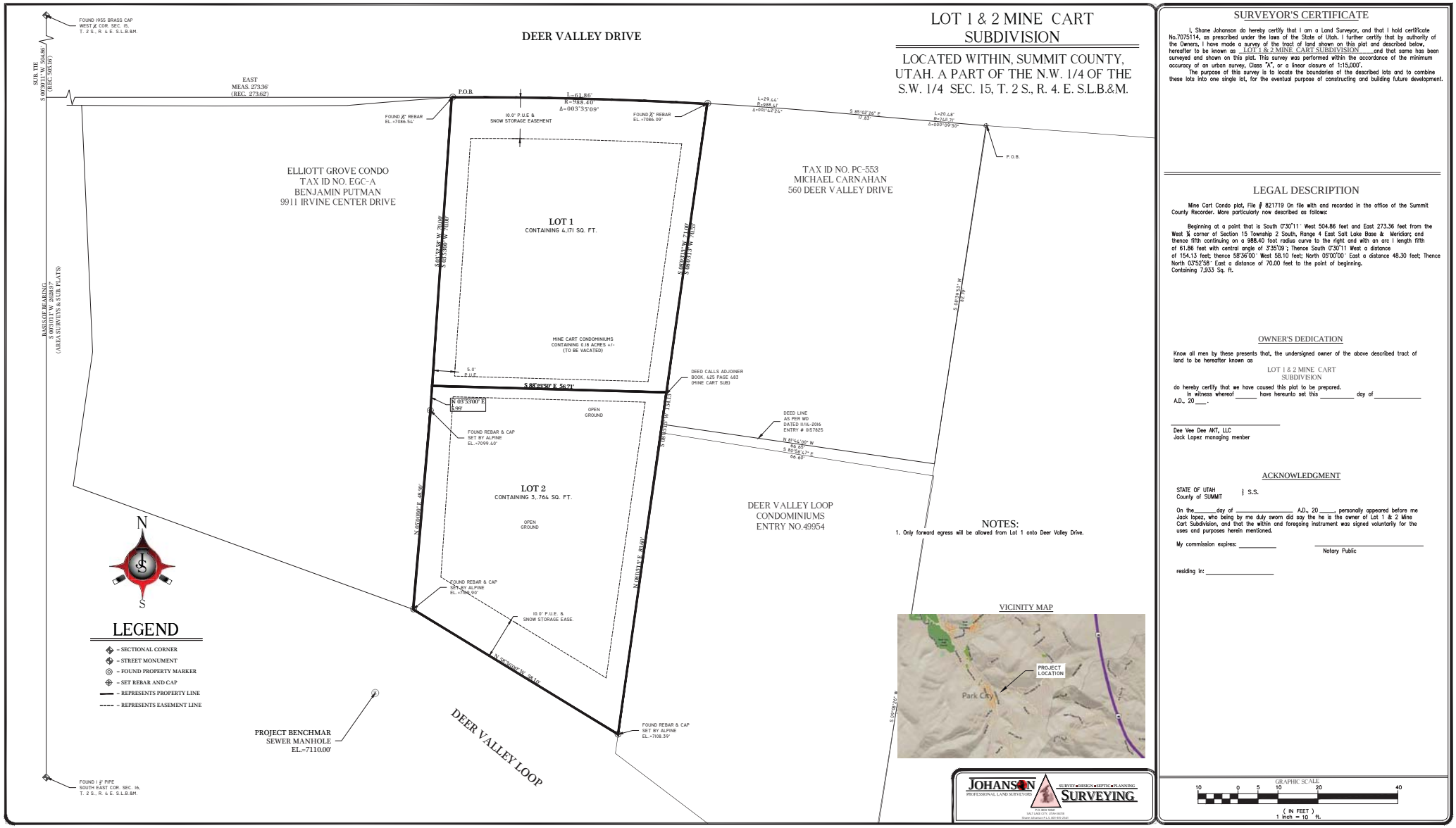
ATTEST:

_____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

Attachment 1 – Mine Cart Subdivision



SURVEYOR'S CERTIFICATE

I, Shane Johanson do hereby certify that I am a Land Surveyor, and that I hold certificate No.7075114, as prescribed under the 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, hereafter to be known as LOT 1 & 2 MINE CART SUBDIVISION and that same has been surveyed and shown on this plat. This survey was performed within the accordance of the minimum accuracy of an urban survey, Class "A", or a linear closure of 1:15,000'.

The purpose of this survey is to locate the boundaries of the described lots and to combine these lots into one single lot, for the eventual purpose of constructing and building future development.

LEGAL DESCRIPTION

Mine Cart Condo plat, File # 821719 On file with and recorded in the office of the Summit County Recorder. More particularly now described as follows:

Beginning at a point that is South 0°30'11" West 504.86 feet and East 273.36 feet from the West ¼ corner of Section 15 Township 2 South, Range 4 East Salt Lake Base & Meridian; and thence fifth continuing on a 988.40 foot radius curve to the right and with an arc l length fifth of 61.86 feet with central angle of 3°35'09"; Thence South 0°30'11 West a distance of 154.13 feet; thence 58°36'00" West 58.10 feet; North 05°00'00" East a distance 48.30 feet; Thence North 03°52'58" East a distance of 70.00 feet to the point of beginning.
Containing 7,933 Sq. ft.

OWNER'S DEDICATION

Know all men by these presents that, the undersigned owner of the above described tract of land to be hereafter known as

LOT 1 & 2 MINE CART SUBDIVISION

do hereby certify that we have caused this plat to be prepared.

In witness whereof _____ have hereunto set this _____ day of _____ A.D., 20___.

_____
Dee Vee Dee AKT, LLC
Jack Lopez managing menber

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of SUMMIT

On the_____day of _____ A.D., 20____, personally appeared before me Jack lopez, who being by me duly sworn did say the he is the owner of Lot 1 & 2 Mine Cart Subdivision, and that the within and foregoing instrument was signed voluntarily for the uses and purposes herein mentioned.

My commission expires: _____

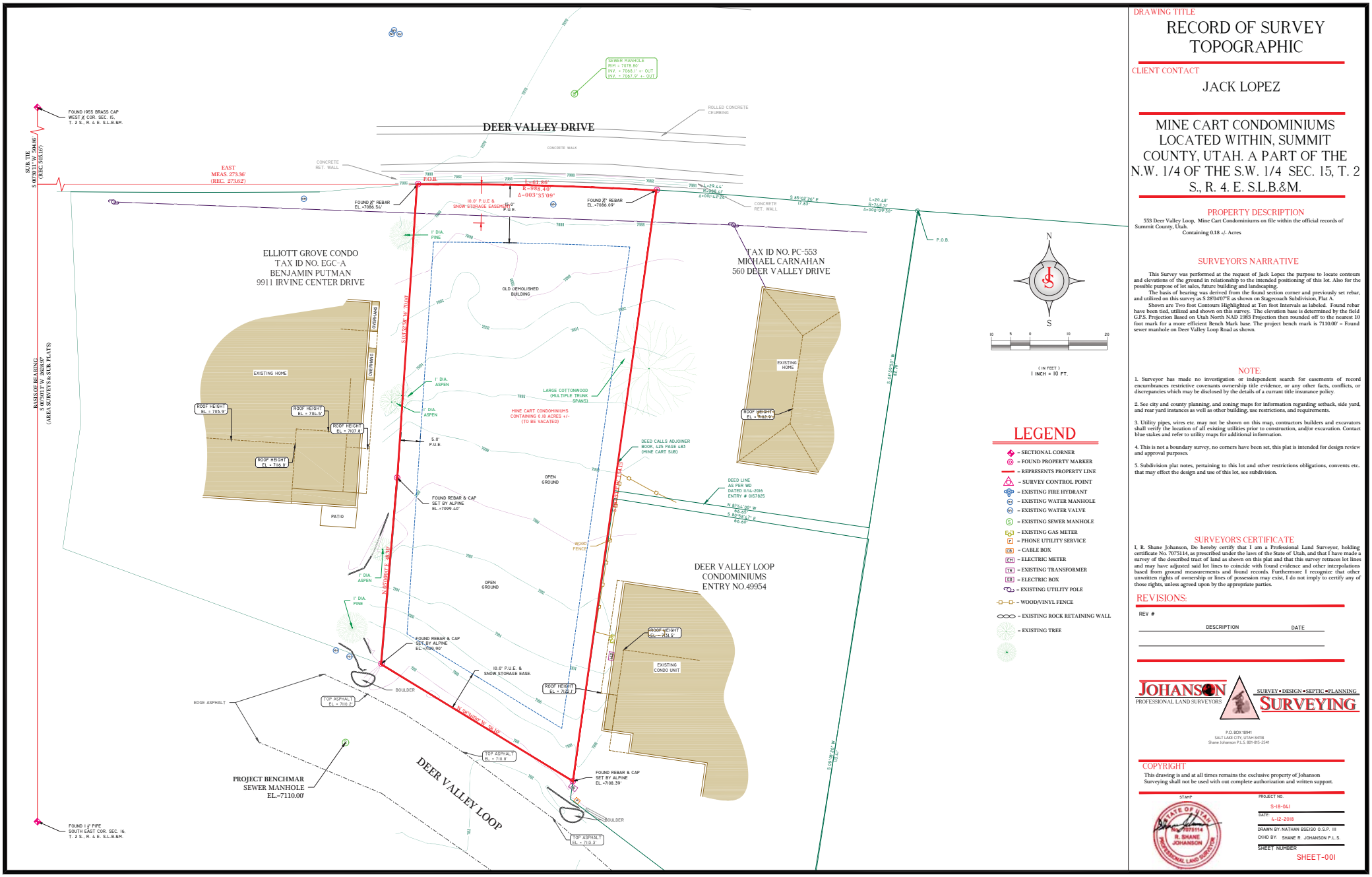
_____
Notary Public

residing in: _____

PARK CITY PLANNING COMMISSION	CERTIFICATE OF ATTEST	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	COUNTY RECORDER#
APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS 14th DAY OF JUNE, 2017.	I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL ON THIS 13th DAY OF JULY 2017.	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____DAY OF _____, 20___.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE ON THIS ____ DAY OF _____, 20___.	APPROVED AS TO FORM THIS ___ DAY OF _____, 20___.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL ON THIS 13th DAY OF JULY, 2017.	State of Utah, County of Summit, recorded and filed at the request of
BY _____ date	BY _____ PARK CITY RECORDER	BY _____ S.B.W.R.D.	BY _____ PARK CITY ENGINEER	_____ PARK CITY ATTORNEY	_____ PARK CITY MAYOR	Date _____ Time _____ Book _____ Page _____ Fee $ _____ County Recorder

NUMBER _____
ACCOUNT _____
SHEET 1 _____
OF 1 SHEETS

Exhibit B – Survey



LEGEND

- = SECTIONAL CORNER
- = FOUND PROPERTY MARKER
- = REPRESENTS PROPERTY LINE
- = SURVEY CONTROL POINT
- = EXISTING FIRE HYDRANT
- = EXISTING WATER MANHOLE
- = EXISTING WATER VALVE
- = EXISTING SEWER MANHOLE
- = EXISTING GAS METER
- = PHONE UTILITY SERVICE
- = CABLE BOX
- = ELECTRIC METER
- = EXISTING TRANSFORMER
- = ELECTRIC BOX
- = EXISTING UTILITY POLE
- = WOOD/VINYL FENCE
- = EXISTING ROCK RETAINING WALL
- = EXISTING TREE

DRAWING TITLE

RECORD OF SURVEY TOPOGRAPHIC

CLIENT CONTACT

JACK LOPEZ

MINE CART CONDOMINIUMS LOCATED WITHIN, SUMMIT COUNTY, UTAH. A PART OF THE N.W. 1/4 OF THE S.W. 1/4 SEC. 15, T. 2 S., R. 4. E. S.L.B.&M.

PROPERTY DESCRIPTION

553 Deer Valley Loop, Mine Cart Condominiums on file within the official records of Summit County, Utah.
Containing 0.18 +/- Acres

SURVEYOR'S NARRATIVE

This Survey was performed at the request of Jack Lopez the purpose to locate contours and elevations of the ground in relationship to the intended positioning of this lot. Also for the possible purpose of lot sales, future building and landscaping.

The basis of bearing was derived from the found section corner and previously set rebar, and utilized on this survey as S 28°04'07"E as shown on Stagecoach Subdivision, Plat A.

Shown are Two foot Contours Highlighted at Ten foot Intervals as labeled. Found rebar have been tied, utilized and shown on this survey. The elevation base is determined by the field G.P.S. Projection Based on Utah North NAD 1983 Projection then rounded off to the nearest 10 foot mark for a more efficient Bench Mark base. The project bench mark is 7110.00' = Found sewer manhole on Deer Valley Loop Road as shown.

NOTE:

1. Surveyor has made no investigation or independent search for easements of record encumbrances restrictive covenants ownership title evidence, or any other facts, conflicts, or discrepancies which may be disclosed by the details of a currant title insurance policy.

2. See city and county planning, and zoning maps for information regarding setback, side yard, and rear yard instances as well as other building, use restrictions, and requirements.

3. Utility pipes, wires etc. may not be shown on this map, contractors builders and excavators shall verify the location of all existing utilities prior to construction, and/or excavation. Contact blue stakes and refer to utility maps for additional information.

4. This is not a boundary survey, no corners have been set, this plat is intended for design review and approval purposes.

5. Subdivision plat notes, pertaining to this lot and other restrictions obligations, convents etc., that may effect the design and use of this lot, see subdivision.

SURVEYOR'S CERTIFICATE

I, R. Shane Johanson, Do hereby certify that I am a Professional Land Surveyor, holding certificate No. 7075114, as prescribed under the laws of the State of Utah, and that I have made a survey of the described tract of land as shown on this plat and that this survey retraces lot lines and may have adjusted said lot lines to coincide with found evidence and other interpolations based from ground measurements and found records. Furthermore I recognize that other unwritten rights of ownership or lines of possession may exist, I do not imply to certify any of those rights, unless agreed upon by the appropriate parties.

REVISIONS:

REV #	DESCRIPTION	DATE

JOHANSON
PROFESSIONAL LAND SURVEYORS
SURVEY • DESIGN • SEPTIC • PLANNING
SURVEYING

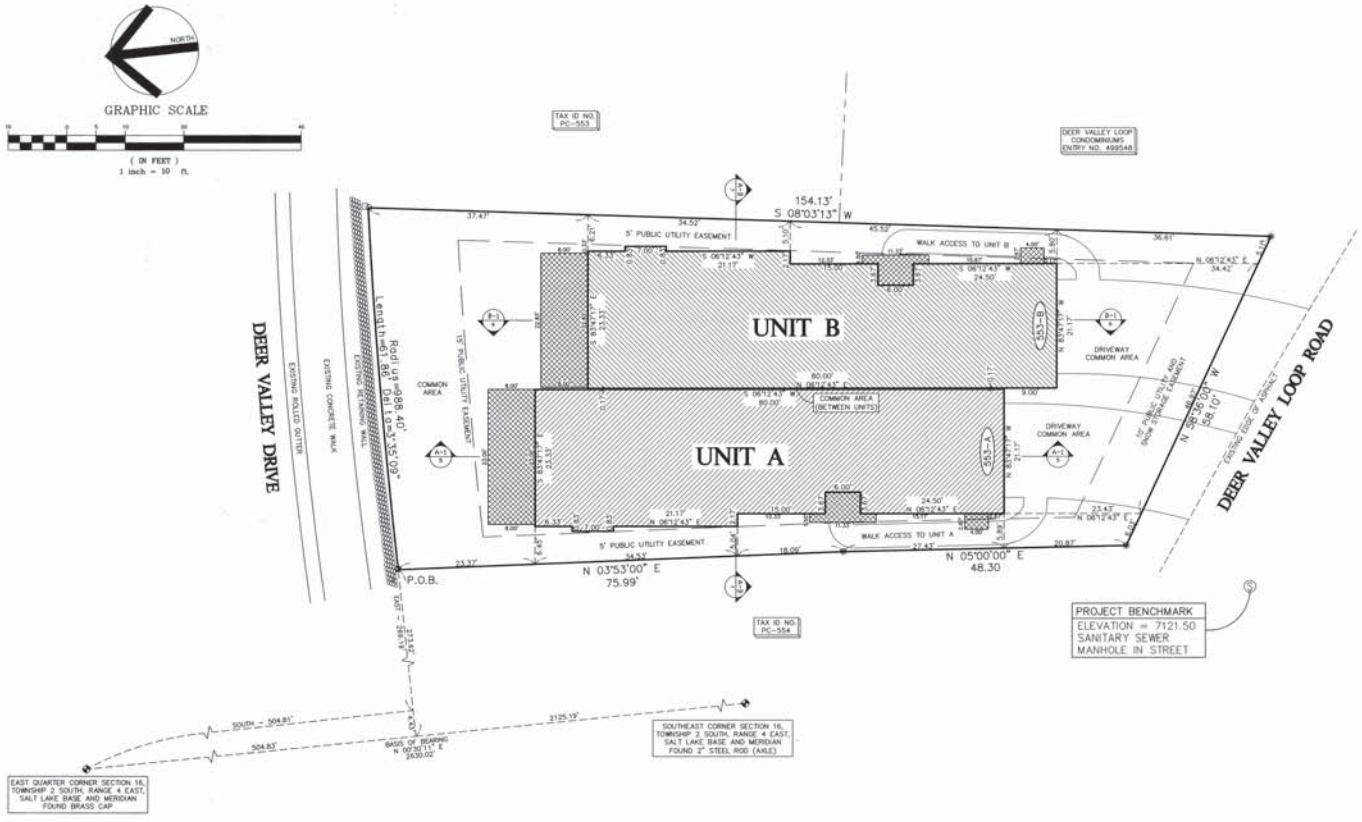
P.O. BOX 18941
SALT LAKE CITY, UTAH 84118
Shane Johanson P.L.S. 801-815-2541

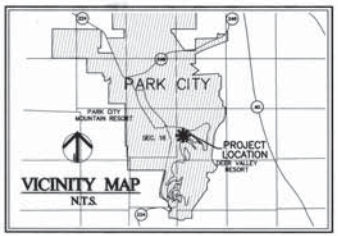
COPYRIGHT
This drawing is and at all times remains the exclusive property of Johanson Surveying shall not be used with out complete authorization and written support.

STAMP

STATE OF UTAH
No. 7075114
R. SHANE JOHANSON
PROFESSIONAL LAND SURVEYOR

PROJECT NO. S-18-041
DATE: 4-12-2018
DRAWN BY: NATHAN BSEISO O.S.P. III
CKHD BY: SHANE R. JOHANSON P.L.S.
SHEET NUMBER
SHEET-001





SYMBOL LEGEND

- FOUND & ACCEPTED REBAR & PLASTIC CAP "LS 359005"
- FOUND & ACCEPTED 1/2" REBAR (NO CAP) [N 79°07' E - 0.17' FROM CORNER]
- FOUND & ACCEPTED 5/8" REBAR (NO CAP) [S 19°20' E - 0.12' FROM CORNER]
- FOUND NOT ACCEPTED 5/8" REBAR (NO CAP) [N 28°32' E - 0.60' FROM CORNER]
- FOUND & ACCEPTED SECTION CORNER (AS DESCRIBED)

HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

AREA TABULATIONS

COMMON AREA	–	3,947.52 S.F.
LIMITED COMMON AREA	–	877.11 S.F.
UNIT A	–	439.89 S.F.
UNIT B	–	437.22 S.F.
PRIVATE AREA (UNITS)	–	8,651.35 S.F.
UNIT A	–	4,324.05 S.F.
UNIT B	–	4,327.30 S.F.

STREET ADDRESS

- 553-A DEER VALLEY LOOP ROAD
- 553-B DEER VALLEY LOOP ROAD

RECORD OF SURVEY MAP

MINE CART CONDOMINIUMS

– A 2 UNIT CONDOMINIUM PROJECT –

A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

LEGAL DESCRIPTION

COMMENCING SOUTH 504.81 FEET AND EAST 289.19 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN; THENCE ALONG THE ARC OF A 988.4 FOOT RADIUS CURVE TO THE RIGHT 61.86 FEET (CHORD BEARING AND DISTANCE OF SAID CURVE BEING SOUTH 88°31'29" EAST 61.85 FEET); THENCE SOUTH 08°03'13" WEST 154.13 FEET; THENCE NORTH 58°36' WEST 58.10 FEET; THENCE NORTH 05°00' EAST 48.30 FEET; THENCE NORTH 03°53' EAST 75.99 FEET TO THE POINT OF BEGINNING.

CONTAINS: 7,933.82 SQUARE FEET (0.182 ACRES)

NOTES:

1. LOCATED WITHIN: THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH.
2. BASIS OF BEARING: NORTH 00°30'11" EAST 2630.02 FEET BETWEEN THE SOUTHEAST CORNER AND THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, ALSO, FOUND AND ACCEPTED SURVEY MONUMENTS AT ALL PROPERTY CORNERS, AS SHOWN HEREON.
3. PROPERTY CORNERS: FOUND AND ACCEPTED SURVEY MONUMENTS AT ALL CORNERS, AS SHOWN HEREON.
4. PROJECT BENCHMARK ELEVATION=7121.50', SANITARY SEWER MANHOLE COVER, LOCATED IN DEER VALLEY LOOP ROAD, AS SHOWN HEREON. (APPROXIMATE USGS OBTAINED FROM QUAD SHEET)
5. NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS: 5' ALONG THE EAST AND WEST SIDE YARDS, 10' ALONG DEER VALLEY LOOP ROAD AND 15' ALONG DEER VALLEY DRIVE.
6. THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE "MINE CART CONDOMINIUMS" AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, ENTRY NO._____, BOOK_____, PAGE_____.
7. ALL SPACE WITHIN EACH INDIVIDUAL UNIT IS PRIVATE AREA, THIS INCLUDES ALL ATTIC AND GARAGE SPACE.
8. A SINGLE MASTER WATER METER MUST BE SUPPLIED FOR BOTH UNITS AS WELL AS THE COMMON LANDSCAPING.
9. BUILDING DEPARTMENT APPROVAL OF A FIRE SPRINKLER PLAN IS REQUIRED.

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 RECORD OF SURVEY 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.

GREGORY R. WOLBACH — Dec. 26, 2007 — DATE

STATE OF UTAH — GREGORY R. WOLBACH — NO. 187788 — PROFESSIONAL LAND SURVEYOR

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THAT WE, THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, TO BE HEREAFTER KNOWN AS "MINE CART CONDOMINIUMS", CERTIFY THAT WE HAVE CAUSED THIS SURVEY TO BE MADE AND THIS RECORD OF SURVEY PLAT TO BE PREPARED. WE DO HEREBY CONSENT TO THE RECORDATION OF THIS SURVEY PLAT AND OFFER FOR DEDICATION ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED TO BE PUBLIC SHOWN HEREON IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION.

WE CERTIFY THAT THE BUILDING CONTAINING UNITS SHOWN ON THIS PLAT, WHILE NOT UNDER CONSTRUCTION AT THE TIME THE PLAT IS RECORDED, WILL, WHEN COMPLETED, BE SUBSTANTIALLY AS SHOWN ON THIS PLAT.

ARMAN HEDAYAT

SANDRA PEREZ

ACKNOWLEDGMENT(S)

STATE OF UTAH) ARMAN HEDAYAT
COUNTY OF SUMMIT)

ON THE 26th DAY OF December, 2007, PERSONALLY APPEARED BEFORE ME ARMAN HEDAYAT, WHO BEING BY ME DULY SWORN, DID SAY THAT HE AND SANDRA PEREZ, A HUSBAND AND WIFE AS JOINT TENANTS, ARE THE OWNER'S OF THE PROPERTY SHOWN AND DESCRIBED HEREON, AND DULY ACKNOWLEDGED TO ME THAT HE AUTHORIZES THE FOREGOING INSTRUMENT.

NOTARY PUBLIC — MY COMMISSION EXPIRES: Oct 5 2010 — RESIDING IN _____ COUNTY, _____ STATE

TERRY W. MOORE — Notary Public - State of Florida — My Commission Expires Oct 5, 2010 — Commission # DD 502867 — Bonded Through National Notary Assn.

STATE OF UTAH) SANDRA PEREZ
COUNTY OF SUMMIT)

ON THE 26th DAY OF December, 2007, PERSONALLY APPEARED BEFORE ME SANDRA PEREZ, WHO BEING BY ME DULY SWORN, DID SAY THAT SHE AND ARMAN HEDAYAT, A HUSBAND AND WIFE AS JOINT TENANTS, ARE THE OWNER'S OF THE PROPERTY SHOWN AND DESCRIBED HEREON, AND DULY ACKNOWLEDGED TO ME THAT SHE AUTHORIZES THE FOREGOING INSTRUMENT.

NOTARY PUBLIC — MY COMMISSION EXPIRES: Oct 5 2010 — RESIDING IN _____ COUNTY, _____ STATE

TERRY W. MOORE — Notary Public - State of Florida — My Commission Expires Oct 5, 2010 — Commission # DD 502867 — Bonded Through National Notary Assn.

SHEET 1 OF 7
PLOT DATE: JANUARY 30, 2007
DRAWING: MCondo-RVS.DWG

Evergreen Engineering, Inc.
Civil Engineering * Land Surveying * Land Planning
50 Shadow Ridge Drive * Level B1 * Suite 200
P.O. Box 2861 * Park City * Utah * 84060
Phone: 435-649-4667 * Fax: 435-649-9219
Email: office@evergreen-eng.com

CITY ENGINEER
THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS 16TH DAY OF MAY A.D. 2007.
CITY ENGINEER

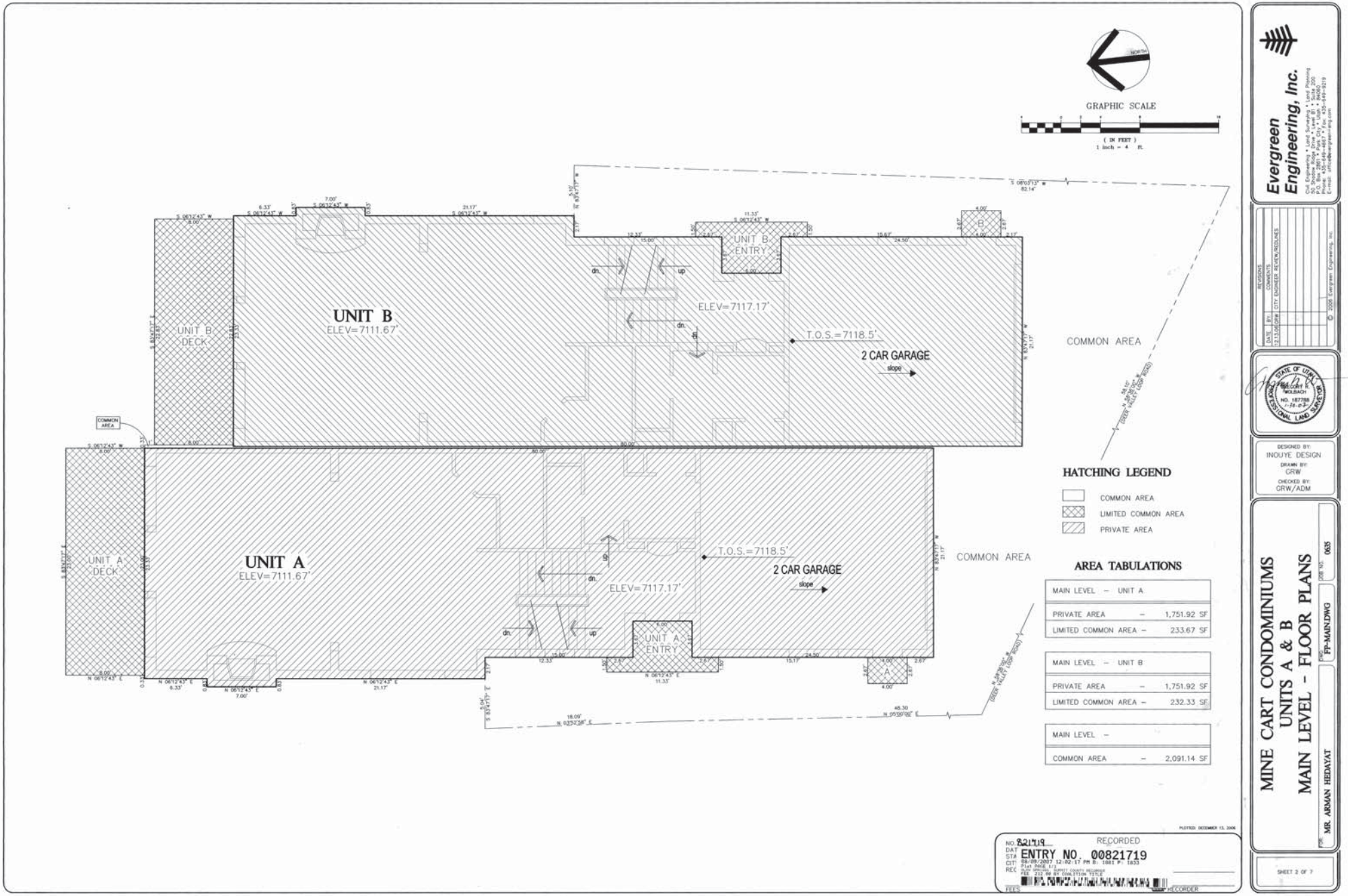
SNYDERVILLE BASIN W.R.D.
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 3rd DAY OF April AD 2007.
BY: SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

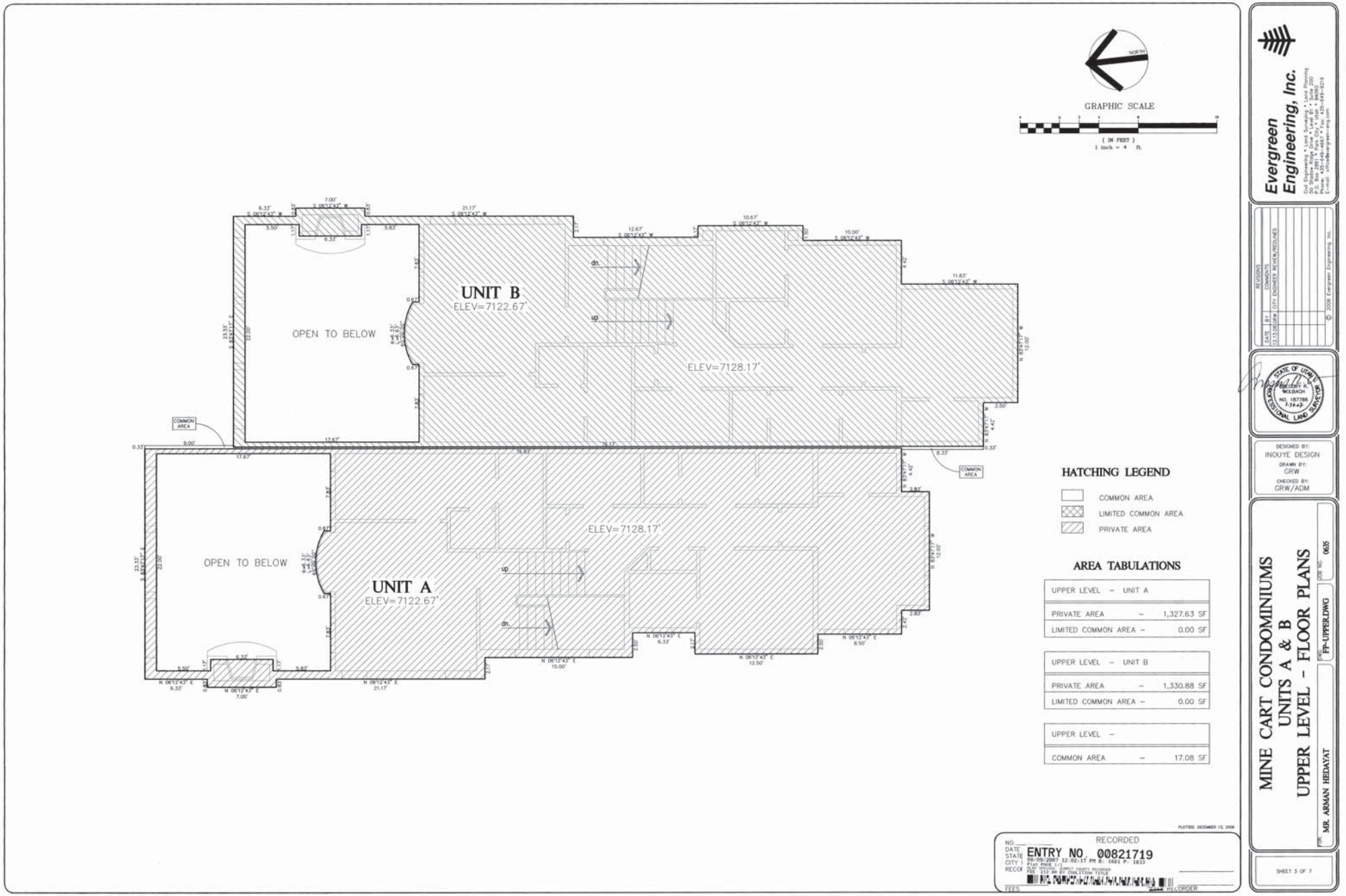
CITY PLANNING COMMISSION
APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS 25th DAY OF OCTOBER A.D. 2006.
CHAIRMAN

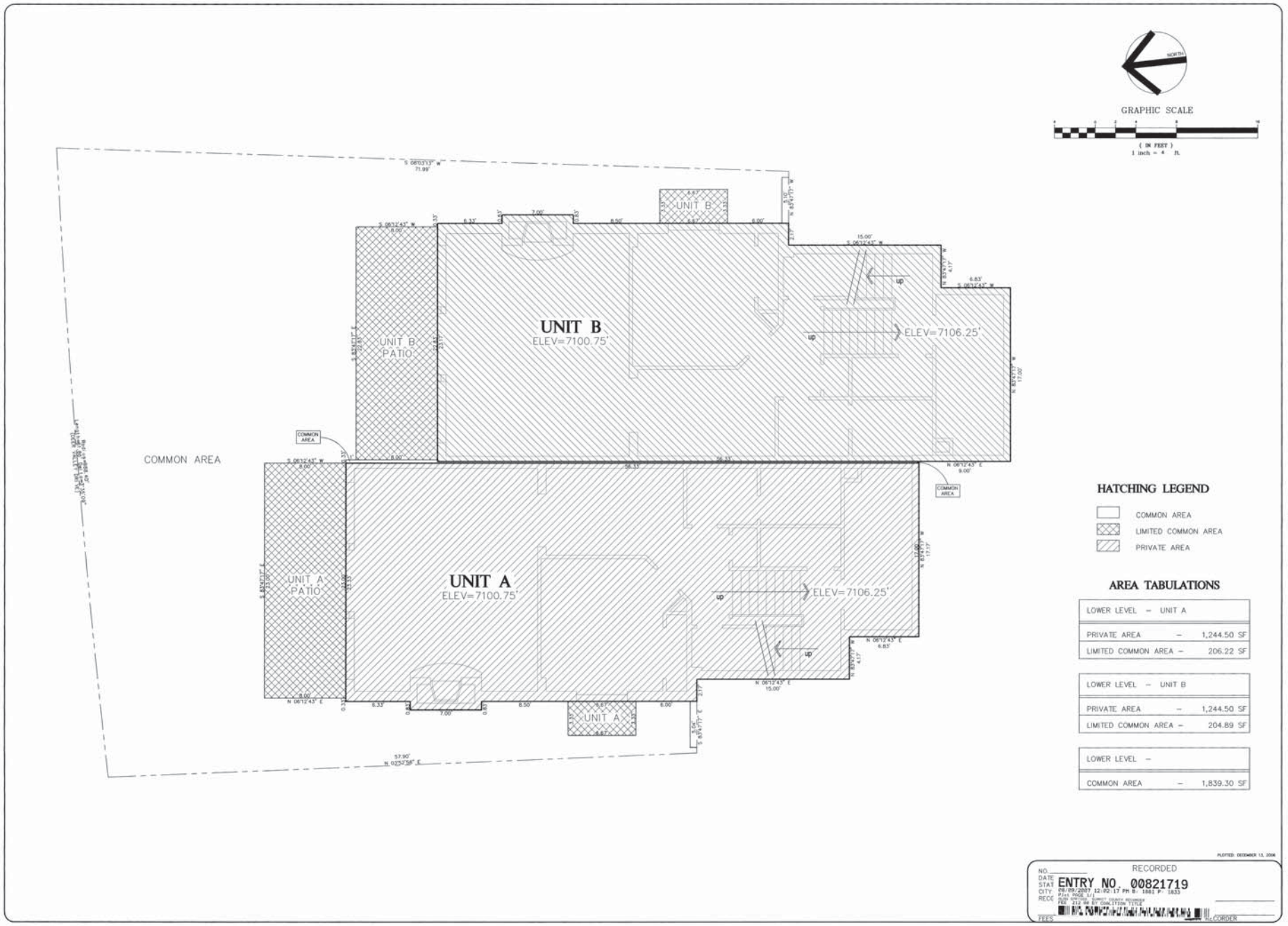
APPROVAL AS TO FORM
APPROVED AS TO FORM ON THIS 6th DAY OF August A.D. 2007.
CITY ATTORNEY

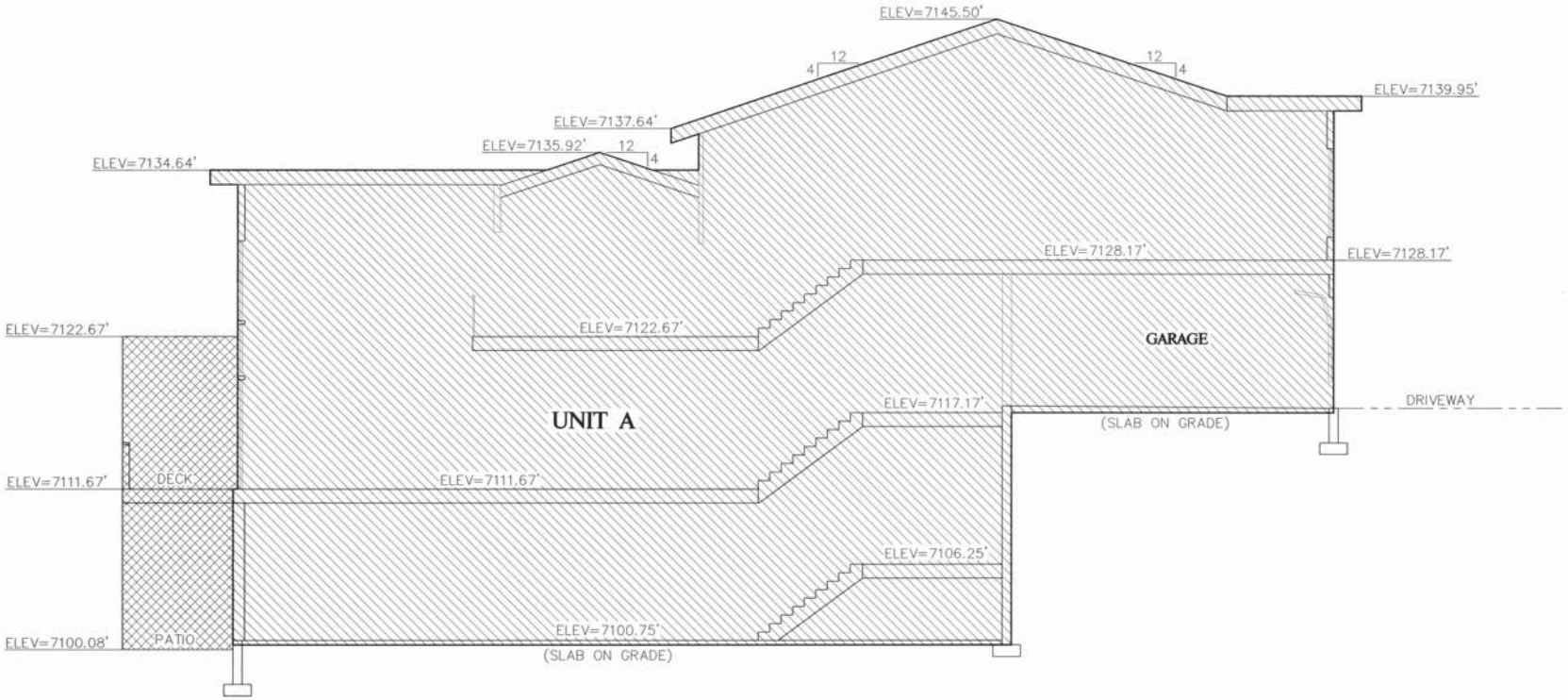
CITY COUNCIL APPROVAL
PRESENTED TO THE BOARD OF PARK CITY CITY COUNCIL THIS 9th DAY OF NOVEMBER A.D. 2006 AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED.
CITY RECORDER

RECORDED
No. 821419
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF: Coalition Title
Date: 8-9-07
Time: 12:02 p.m.
Fee: $21.00
COUNTY RECORDER


GRAPHIC SCALE
(IN FEET)
1 inch = 4 ft.
UNIT B
ELEV=7111.67'
UNIT B DECK
UNIT B ENTRY
ELEV=7117.17'
T.O.S.=7118.5'
2 CAR GARAGE
slope
COMMON AREA
UNIT A
ELEV=7111.67'
UNIT A DECK
UNIT A ENTRY
HATCHING LEGEND
COMMON AREA
LIMITED COMMON AREA
PRIVATE AREA
AREA TABULATIONS
MAIN LEVEL – UNIT A
PRIVATE AREA – 1,751.92 SF
LIMITED COMMON AREA – 233.67 SF
MAIN LEVEL – UNIT B
PRIVATE AREA – 1,751.92 SF
LIMITED COMMON AREA – 232.33 SF
MAIN LEVEL –
COMMON AREA – 2,091.14 SF
RECORDED
ENTRY NO. 00821719
Evergreen Engineering, Inc.
MINE CART CONDOMINIUMS
UNITS A & B
MAIN LEVEL - FLOOR PLANS
MR. ARMAN HEDAYAT
FP-MAIN.DWG
0635
INOUYE DESIGN
GRW
GRW/ADM
SHEET 2 OF 7


GRAPHIC SCALE
(IN FEET)
1 inch = 4 ft.
UNIT B
ELEV=7122.67'
OPEN TO BELOW
ELEV=7128.17'
UNIT A
ELEV=7122.67'
OPEN TO BELOW
ELEV=7128.17'
COMMON AREA
HATCHING LEGEND
COMMON AREA
LIMITED COMMON AREA
PRIVATE AREA
AREA TABULATIONS
UPPER LEVEL – UNIT A
PRIVATE AREA – 1,327.63 SF
LIMITED COMMON AREA – 0.00 SF
UPPER LEVEL – UNIT B
PRIVATE AREA – 1,330.88 SF
LIMITED COMMON AREA – 0.00 SF
UPPER LEVEL –
COMMON AREA – 17.08 SF
RECORDED
ENTRY NO. 00821719
Evergreen Engineering, Inc.
MINE CART CONDOMINIUMS
UNITS A & B
UPPER LEVEL - FLOOR PLANS
MR. ARMAN HEDAYAT
FP-UPPER.DWG
0635
SHEET 3 OF 7


GRAPHIC SCALE
(IN FEET)
1 inch = 4 ft.
UNIT B
UNIT B PATIO
UNIT B
ELEV=7100.75'
ELEV=7106.25'
COMMON AREA
UNIT A PATIO
UNIT A
ELEV=7100.75'
ELEV=7106.25'
UNIT A
HATCHING LEGEND
COMMON AREA
LIMITED COMMON AREA
PRIVATE AREA
AREA TABULATIONS
LOWER LEVEL – UNIT A
PRIVATE AREA – 1,244.50 SF
LIMITED COMMON AREA – 206.22 SF
LOWER LEVEL – UNIT B
PRIVATE AREA – 1,244.50 SF
LIMITED COMMON AREA – 204.89 SF
LOWER LEVEL –
COMMON AREA – 1,839.30 SF
RECORDED
ENTRY NO. 00821719
Evergreen Engineering, Inc.
MINE CART CONDOMINIUMS
UNITS A & B
LOWER LEVEL - FLOOR PLANS
JOB NO. 0635
FILE: FP-LOWER.DWG
DR: MR. ARMAN HEDAYAT
DESIGNED BY: INOUYE DESIGN
DRAWN BY: GRW
CHECKED BY: GRW/ADM
SHEET 4 OF 7



BUILDING SECTION A-1
SCALE: 1" = 4'

HATCHING LEGEND

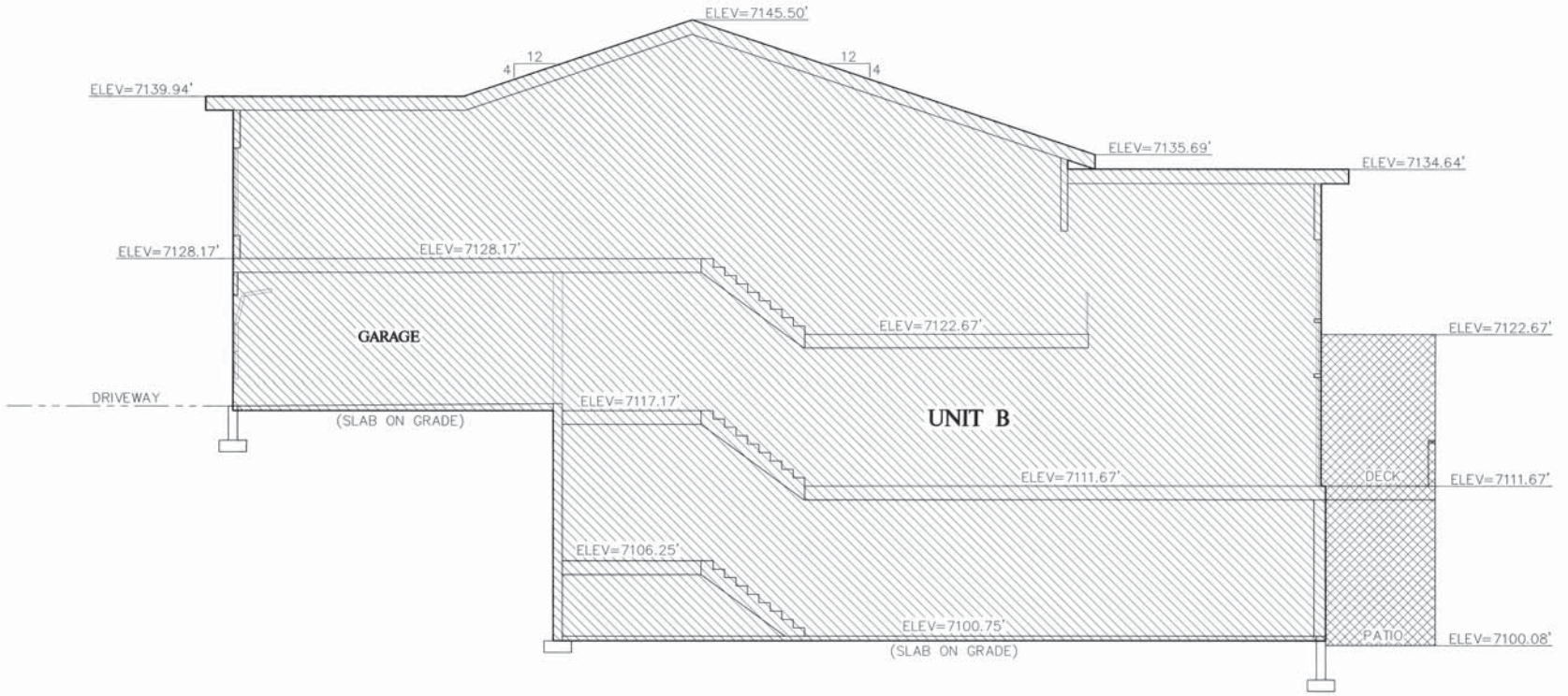
- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

RECORDED
ENTRY NO. 00821719

Evergreen Engineering, Inc.

MINE CART CONDOMINIUMS
UNIT A
BUILDING SECTION A-1

DESIGNED BY: INOUYE DESIGN
DRAWN BY: GRW
CHECKED BY: GRW/ADM
JOB NO: 0635
FILE: SEC-A-1.DWG
FOR: MR. ARMAN HEDAYAT
SHEET 5 OF 7



BUILDING SECTION B-1

SCALE: 1" = 4'

HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

RECORDED
NO.
DATE
STATE
CITY O
RECOR
ENTRY NO. 00821719
FEES
RECORDER

Evergreen Engineering, Inc.

REVISIONS
DATE | BY | COMMENTS
12.13.06 | GRW | CITY ENGINEER REVIEW/REDLINES

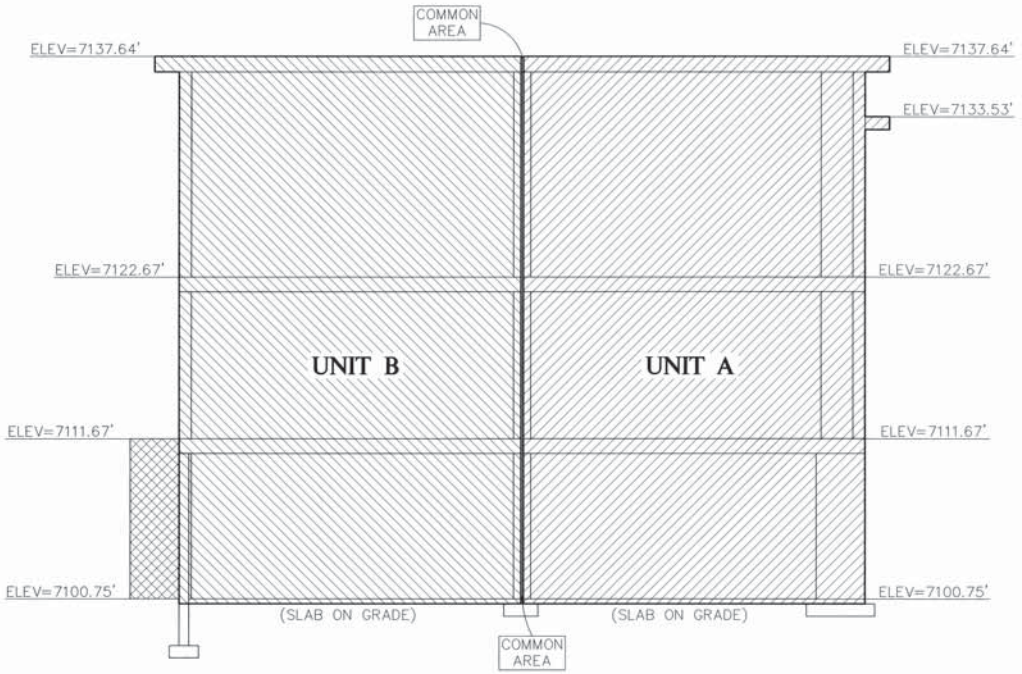
© 2006 Evergreen Engineering, Inc.

DESIGNED BY: INOUYE DESIGN
DRAWN BY: GRW
CHECKED BY: GRW/ADM

MINE CART CONDOMINIUMS
UNIT B
BUILDING SECTION B-1

FOR: MR. ARMAN HEDAYAT
FILE: SEC-B-1.DWG
JOB NO. 0635

SHEET 6 OF 7



BUILDING SECTION A-B

SCALE: 1" = 4'

HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

RECORDED

ENTRY NO. 00821719

Evergreen Engineering, Inc.

MINE CART CONDOMINIUMS
UNITS A & B
BUILDING SECTION A-B

FOR: MR. ARMAN HEDAYAT

JOB NO: 0635

SEC-A-B.DWG

SHEET 7 OF 7

WHEN RECORDED MAIL TO:
Scott Smith
Lot 14, Plat C Pine Meadow Ranch
PO Box 980962
Park City, Utah 84098

DECLARATION OF COVENANTS, CONDITIONS

RESTRICTIONS AND EASEMENTS

OF

MINE CART CONDOMINIUMS

A

UTAH CONDOMINIUM PROJECT

ENTRY NO. 00821720
08/09/2007 12:02:17 PM B: 1881 P: 1834
Declaration PAGE 1/35
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 80.00 BY COALITION TITLE

18 36

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF MINE CART CONDOMINIUMS A UTAH CONDOMINIUM PROJECT

This Declaration Of Covenants, Conditions, Restrictions and Easements Of Mine Cart Condominiums, A Utah Condominium Project, hereinafter referred to as the "Declaration," is made and executed this ____ day of _____, 2007, by ARMAN HEDAYAT and SANDRA PEREZ HW/JT, hereinafter referred to as the "Declarant".

RECITALS

A. Description of Land. The Declarant is the owner of the parcel of land, which is located in Park City, Summit County, State of Utah and described on Exhibit "A" attached hereto (hereinafter referred to as the "Land")

B. Record of Survey Map. The Declarant intends to execute, acknowledge, and record in the office of the County Recorder of Summit County, State of Utah, the Map (as defined below), and construct certain residential condominium structures and improvements on the Land.

C. Intent and Purpose. The Declarant intends by recording this Declaration and the Map to submit the Land, the structures, and all other improvements situated in or upon the Land to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated, Section 57-8-1, et seq. (hereinafter referred to as the "Condominium Act") as a fee simple residential condominium project and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all Condominiums within said Project and the Owners thereof.

DECLARATION

NOW THEREFORE, the foregoing Recitals are incorporated herein by reference. Declarant does hereby submit the Land, the structures, and all other improvements now or hereafter made in or upon the Land to the provisions of the Condominium Act and to this Declaration. All of said property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a fee simple residential Condominium Project to be known as the MINE CART CONDOMINIUMS. All of said property is and shall be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said Project and in furtherance of a plan for improvement of said property and division thereof into Condominiums; further, each and all of the provisions hereof shall be deemed to run with the Land and shall be a burden and a benefit on the Land and shall be binding upon the Declarant, its successors and assigns, and to any persons acquiring, leasing, or owning an interest in the real property and improvements comprising the Project, and to their respective personal representatives, heirs, successors, and assigns. The Project is hereby divided into Condominiums, each such Condominium consisting of a Unit and an appurtenant undivided interest in the Common Areas, as set forth in Exhibit "B" attached hereto.

ARTICLE I

DEFINITIONS

Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.

1.01 "Architectural Committee" shall mean the Architectural Committee created pursuant to Article 4 of this Declaration.

1.02 "Articles of Incorporation" shall mean the Articles of Incorporation of the MINE CART CONDOMINIUMS OWNERS ASSOCIATION, INC., a Utah nonprofit corporation, a copy of which is attached hereto as Exhibit "D".

1.03 "Assessment" shall mean that portion of the costs of maintaining, improving, repairing, operating, and managing the property which is to be paid by the Unit Owners as determined by the Association under this Declaration. Assessments may be designated as Regular Assessments, Extraordinary Assessments, or Special Assessments, as those terms are more specifically defined in Article 6 of this Declaration.

1.04 "Association" shall mean the MINE CART CONDOMINIUMS OWNERS ASSOCIATION, INC., a Utah nonprofit corporation, organized to be the Association referred to herein.

1.05 "Board of Trustees" shall mean the governing board or management committee of the Association, appointed or elected in accordance with the Declaration and in accordance with the Articles of Incorporation and Bylaws of the Association.

1.06 "Bylaws" shall mean the Bylaws of the Association, as amended from time to time. The initial Bylaws shall be as adopted by the incorporating members of the Board of Trustees and shall be in substantially the form attached hereto as Exhibit "E".

1.07 "Common Area" shall mean all areas and facilities in the Development, except the Units as defined below. Consequently, the Common Area includes, without limitation, the Land within the Development, which is hereby submitted to the provisions of the Act; all common areas and facilities as hereinafter described and designated as such on the Map; all limited common area and facilities as hereinafter described and as designated as such on the Map; all Landscaped and planted areas; parking areas; all private roadways and walkways; exterior lighting and storage areas which are not part of a Unit or limited common areas; all utility lines and facilities used by or useful to more than one Unit (and which lines and facilities are not the property of the entity providing the utility service); and all other parts of the Development necessary or convenient to its existence, maintenance and safety.

1.8 "Common Expenses" shall mean the actual and estimated expenses of maintenance, improvement, repair, operation, insurance, and management of the Common Area, maintenance of initial landscaping installed by Declarant in the Development, expenses of administration of the Association, and any reasonable reserve for such purposes as determined by the Board, and all sums designated Common Expenses by or pursuant to the Development Documents. Without limiting the generality of the foregoing, Common Expenses shall also include: the costs of trash collection and removal; compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all maintenance, gardening, security and other services benefiting the Common Area and/or the Association and its members; the costs of errors and omissions, and director, officer and agent liability insurance, and other insurance covering the property and the directors, officers and agents of the Association; and any other costs incurred by the Association pursuant to its authority for any reason whatsoever, for the common benefit of the Owners.

1.9 "Condominium" shall mean a Unit and the undivided interest (expressed as a fraction of the entire ownership interest) in the Common Areas appurtenant to such Unit, as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. The terms "Condominium" and "Condominium Unit" shall all have the same meaning and are used interchangeably in this Declaration.

1.10 "Condominium Act" shall mean the Utah Condominium Ownership Act contained in Title 57, Chapter 8, Utah Code Annotated, as the same may be amended from time to time.

1.11 "City" shall mean Park City, State of Utah or Park City Municipal Corporation.

1.12 "Declarant" shall mean ARMAN HEDAYAT and SANDRA PEREZ HW/JT, and their successors-in-interest and assigns with respect to the Development, but shall not include members of the public purchasing completed Units.

1.13 "Declaration" shall mean this Declaration Of Covenants, Conditions, Restrictions and Easements Of Mine Cart Condominiums, A Utah Condominium Project, as it may be amended from time to time.

1.14 "Design Guidelines" shall mean the design guidelines set forth in this Declaration, or established by the Declarant or the Architectural Committee from time to time, for the development, improvement, maintenance or alteration of the Units subject hereto. The Mine Cart Condominiums Design Guidelines may impose, without limitation, restrictions with respect to a Unit's minimum or maximum square footage, building materials used in construction or alteration of improvements, architectural standards and other related matters. There is no assurance that such the Mine Cart Condominiums Design Guidelines will not change from time to time, and they may change with respect to unsold Units subject to this Declaration after one or more other Units have been sold by Declarant.

1.15 "Development Documents" shall mean this Declaration, the Map, and the Articles and Bylaws of the Association, as each shall be amended from time to time.

1.16 "Dwelling" shall mean the condominium unit to be constructed as each Unit.

1.17 "Limited Common Area" shall mean any portion of the Common Areas reserved for the use of certain Owners to the exclusion of other Owners, including but not limited to any porches, balconies, patios, driveways or parking areas serving a particular Unit or Units, walkways, storage closets, decks, hallways, corridors and stairwells as indicated by the Declaration, the Map or the Act to be for the exclusive use of one or more but fewer than all of the Units. Mechanical systems serving only some Units shall be Limited Common Areas with respect to the Units which they serve. The use and occupancy of designated Limited Common Areas shall be reserved to the Units as shown on the Map or as specified in this Declaration. Owners may not reallocate Limited Common Areas between or among Units in which they have an interest.

1.18 "Map" shall mean that certain Record of Survey Map for the Mine Cart Condominiums Condominium Plat recorded or to be recorded in the office of the County Recorder of Summit County, State of Utah, as the same may be amended from time to time. A reduced version of the Map is attached hereto as Exhibit "C" and incorporated herein by this reference.

1.19 "Mortgage" shall mean any mortgage, trust deed, or other security instrument by which a Condominium or any part thereof is encumbered.

1.20 "Mortgagee" shall mean (i) any persons named as the mortgagee or beneficiary under any Mortgage by which the interest of any Owner is encumbered, or (ii) any successor to the interest of such person under such Mortgage.

1.21 "Mortgage Service" shall mean a Mortgagee who services any Mortgage on any individual Condominium Unit in the Development.

1.22 "Owner" shall mean the person or persons, including the Declarant or any entity, owning in fee simple, a Condominium in the Development, as such ownership is shown by the records of the County Recorder of Summit County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or persons purchasing a Condominium under contract (until such contract is fully performed and legal title conveyed of record).

1.23 "Project" or "Development" shall mean the Land, the structures, and all improvements submitted by this Declaration and the Map to the provisions of the Condominium Act.

1.24 "Total Votes of the Association" shall mean the total number of votes appertaining to all Condominiums in the Project.

1.25 "Unit" shall mean and refer to an individual portion of the Development designated as a Unit on the Map. A Unit shall not consist of: (i) the exterior covering of the roof (meaning mat and shingles); (ii) the exterior walls; (iii) the Land on which the condominium building is located; and (iv) any balconies, porches, parking stalls, driveways, sidewalks, or storage facilities that are identified on the Map with the same number or other designation by which a Unit is identified or is (in the case of balconies) adjacent to the Unit. For purposes of this Declaration, items 1.25(b)(i), (ii) and (iii) shall constitute Common Area as defined above, and item 1.25(b)(iv) shall constitute Limited Common Area as defined above. All other portions of the entire condominium building(s), including but not limited to, all heating and cooling fixtures, systems and equipment; all plumbing and electrical fixtures, systems and equipment; all rooms occupying part of a condominium building; all walls, floors, ceilings, windows and doors; all fixtures and improvements; all paint, wall, ceiling, and permanently installed floor coverings; all bearing walls, foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits and wires, shall constitute part of the respective Unit. Each Owner acquiring a Unit in the Development shall have fee title to and exclusive right to the use and occupancy of the Unit.

ARTICLE 2

ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

2.1 Organization of Association.

The Association is or shall be incorporated under the name of MINE CART CONDOMINIUMS OWNERS ASSOCIATION, INC., in accordance with the requirements of the Utah Revised Nonprofit Corporation Act.

2.2 Duties and Powers.

The duties and powers of the Association are those set forth in this Declaration, the Articles and Bylaws. Those duties and powers include the general and implied powers of a non-profit corporation organized under the laws of the State of Utah, to engage in those activities which are necessary or proper for the peace, health, comfort, safety and general welfare of its members. Those duties and powers are however, subject to the limitations upon the exercise of such powers as are expressly set forth in this Declaration, the Articles and Bylaws.

2.3 Membership.

The Owner of a Condominium shall automatically, upon becoming the Owner of that Condominium, be a member of the Association, and shall remain a member thereof until such time as his ownership ceases for any

reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and Bylaws of the Association.

2.4 Transferred Membership.

Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Condominium to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Condominium should fail or refuse to transfer the membership registered in his, her or its name to the purchaser of his, her or its Condominium, the Association shall have the right to record the transfer upon its books; thereupon, the old membership outstanding in the name of the seller shall be null and void.

2.5 Classes of Membership; Voting Requirements.

The Association shall have two (2) classes of voting membership established according to the Articles. Voting rights shall be as set forth in the Bylaws.

2.6 Membership Meetings.

Regular and special meetings of members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association. Regular meetings of the Association's membership shall be noticed and held at least annually at a time and place duly noticed to the membership of the Association

2.7 Board of Trustees.

The affairs of the Association shall be managed by a Board of Trustees. The Board shall be established and shall conduct meetings according to the provisions of the Bylaws of the Association.

2.8 Use of Agent.

The Board of Trustees, on behalf of the Association, may contract with a professional management company or agent for the performance of maintenance and repair and for conducting other activities on behalf of the Association, as may be determined by the Board. The term of any such contract shall comply with the restrictions set forth in the Bylaws and any such management company or agent shall be appropriately licensed, bonded and/or insured as required by applicable law.

ARTICLE 3

NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP AND RIGHTS IN COMMON AREA

3.1 Ownership of Units. Subject to the terms and provisions of this Declaration, each Owner shall have fee title to and an exclusive right to the use and occupancy of his Unit in accordance with applicable law.

3.2 Title. Title to a Unit within the Development may be held or owned by any person or entity, or any combination thereof, and in any manner in which title to any other real property may be held or owned in the State of Utah. This includes without limitation, joint tenancy or tenancy in common. Provided, however, title to a Unit within the Development shall not, under any circumstances, be separated into timeshare or time interval ownership.

3.3 Ownership of Common Areas. Except as otherwise provided in this Declaration, or in the Condominium Act, the appurtenant interest in the Common Areas attributable to each Unit (as shown in Exhibit "B" to this Declaration), shall have a permanent character and shall not be altered without the written consent of two-thirds of the Owners expressed in an amendment to this Declaration. Such amendment shall be duly recorded in the office of the Summit County Recorder. Except as otherwise provided in this Declaration, any Owner shall be entitled to non-exclusive use of the Common Areas (other than Limited Common Areas) in any manner that does not hinder or encroach upon the rights of other Owners, and is not contrary to any rules and regulations promulgated by the Association or to applicable laws, rules or regulations of any governmental body having jurisdiction over the Development. Except as otherwise provided in this Declaration, any Owner shall have the exclusive right to use and enjoy any Limited Common Area that may be designated on the Map for exclusive use by such Owner.

3.4 Inseparability. Title to any part of a Condominium within the Development may not be separated from any other part thereof during the period of condominium ownership hereunder, and each Unit and the undivided interest in the Common Areas appurtenant to each Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium. Every devise, encumbrance, conveyance, or other disposition of a Condominium, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as set forth in Article 2.

3.5 No Subdivision. No Unit or portion thereof may be divided or subdivided or a fractional portion thereof sold or conveyed so as to be held in divided ownership. Under no circumstances shall interest in a Unit be divided into, leased, sold, conveyed or used as time periods or intervals or sold or conveyed to owners or holders for use on a timeshare or time interval basis.

3.6 Separate Mortgages by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber his Condominium. No Owner shall attempt, or shall have the right, to mortgage or otherwise encumber the Common Areas or any part thereof, except the undivided interest therein appurtenant to his Condominium. Except as provided in Article 12 hereof, any mortgage or other encumbrance of any Condominium within the Development shall be subordinate to all of the provisions of this Declaration. In the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

3.7 Separate Taxation. Each Condominium within the Development, including each Unit and appurtenant undivided interest in the Common Areas, shall be deemed to be a parcel, and shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or any municipality thereof, or of any quasi-governmental entity. This includes any political subdivisions, special improvement districts, special service districts, and any other taxing or assessing authorities. For purposes of such assessment, the valuation of the Common Areas shall be apportioned among the Units in proportion to the undivided interests in Common Areas appurtenant to such Units. All such taxes, assessments, and other charges on each respective Condominium shall be separately levied against the Owner thereof. No forfeiture or sale of any Condominium for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Condominium.

3.8 Mechanic's Liens. No labor performed or material furnished for use in connection with any Unit with the consent or at the request of an Owner or his agent or subcontractor shall create any right to file a statement of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Areas, except the undivided interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed and such materials shall have been furnished.

3.9 Description of Condominium. Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium within the Development may describe a Unit by its identifying number or symbol as indicated in this Declaration or as shown on the Map. Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas, and to incorporate all the rights

incident to ownership of a Condominium within the Development and all of the limitations on such ownership as described in this Declaration and/or the Articles of Incorporation and Bylaws of the Association.

3.10 Common Area. The Common Area shall be owned by the Association for the common use and enjoyment of all Owners. The Common Area shall be operated, maintained, and insured by the Association for the use and benefit of Owners of Units in the Development, subject to reasonable rules and regulations enacted according to the Bylaws. Each Unit Owner, through membership in the Association, shall have a non-exclusive right to use the Common Area in accordance with the purposes for which it is intended without hindering the exercise of or encroaching upon the lawful rights of any other Unit Owners. This right includes, but is not limited to, the right to access the Development, through any portion of the Development designated as Common Area. Notwithstanding the transfer of the Common Area to the Association, the Declarant shall reserve and hereby reserves for itself and its successors-in-interest and assigns, an easement (and the right to grant further easements) over and onto the Common Area for ingress to and egress from the Development for the purpose of necessary construction, maintenance, or repair work.

3.11 Extent of Easements. The rights and easements of use and enjoyment of the Common Area created by this Declaration shall be subject to such rules and regulations as may be adopted by the Board of Trustees according to the Bylaws. Without limiting the generality of the Board's authority to enact reasonable rules and regulations, such easements shall be subject to the following:

3.11.1 The right of the Board to suspend the rights and easement of any Owner, and the persons deriving such rights and easements from any Owner, for use and enjoyment of any portion of the Common Area, for any period during which the payment of any Assessment against the Owner and his Unit remains delinquent; provided, however, that any suspension for either nonpayment of any assessment, or breach of any provision in the Development Documents, shall not constitute a waiver or discharge of the Owner's obligation to pay Assessments as provided in this Declaration;

3.11.2 The right of the Association to consent to or otherwise cause the construction of additional improvements on the Common Area and to consent to or otherwise cause the alteration or removal of any existing improvements on the Common Area for the benefit of the Owners of the Association; and

3.11.3 The right of the Association, acting through the Board, to consent to or join in the grant or conveyance of easements, licenses or rights-of-way in, on, or over the Common Area, for purposes not inconsistent with the intended use of the Development as a residential condominium development.

3.11.4 Declarant reserves the right to obtain water and electricity from any Unit for the purpose of watering, sprinkling, or lighting the Common Area. Said unit owner will be reimbursed for such usage and charges through the Association's budget.

3.12 Damage by Owner. Individual Owners shall be liable to the Association for any damage to the Common Area or other Units not fully reimbursed to the Association by insurance, if the damage is sustained because of the negligence or willful misconduct of the Owner, his guests, tenants, or invitees, or any other persons deriving their right and easement of use and enjoyment of the Common Area from the Owner, or his or their respective family and guests, both minor and adult. However, the Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association. The Association further reserves the right to levy a Special Assessment against the offending Owner and his or their Unit(s) equal to the cost to repair any such damage and the increase, if any, in insurance premiums directly attributable to the damage caused by the Owner or the person for whom the Owner may be liable as described above. The costs resulting from such damage, to the extent not reimbursed to the Association by insurance, shall be a Special Assessment against the Unit and may be enforced as provided hereby for the enforcement of any other Assessment.

ARTICLE 4

Architectural Control

4.1 Architectural Committee.

The Architectural Committee shall consist of both Owners of the Units. Said Architectural Committee shall have and exercise all of the powers, duties and responsibilities set out in this instrument. The approval of all members of the Architectural Committee shall be required to approve an application or otherwise take action.

4.2 Approval by Architectural Committee.

4.2.1 No buildings, structures or improvements shall be placed, erected, altered or permitted to remain on the Land other than the residential improvements and related non-residential structures and improvements as constructed by Declarant and as shown on the Map as the same may be amended from time to time. All improvements of any kind to the Land or any of the Units, shall be designed and erected in conformity with the requirements of: (i) the Design Guidelines as defined in Article 1 above; and (iii) any municipal or quasi governmental entity with jurisdiction and oversight over such improvements.

4.2.2 No improvements of any kind, including, but not limited to residential Dwellings or Units, garages, decks, patios, driveways, antennae, signs, curbs, and walks shall ever be erected, altered, or permitted to remain on the Land within the Development, nor shall any excavating, clearing, removal of trees, or shrubs, or landscaping be done on any Land within the Development (including Units), unless the complete plans and specifications therefore, are approved by the Declarant (if Declarant still owns one or more Units) and by the Architectural Committee prior to the commencement of such work.

4.2.3 A fee of $300.00 shall be paid to the Architectural Committee to cover costs and expenses of review. Improvements to be made after the initial improvements, which will cost less than $1,000.00, shall be submitted as directed to the Architectural Committee for approval but the fee of $300.00 shall not be required.

4.2.4 The Architectural Committee shall consider the materials to be used on the external features of said buildings or structures, including: (i) exterior colors; (ii) harmony of external design with existing structures within the Development; (iii) the building bulk or mass of said buildings or structures: (iv) the location with respect to topography, existing trees and finished grade elevations; and (v) the harmony of the landscaping with the natural setting and surroundings. The Architectural Committee shall also ascertain whether the architecture conforms to the Design Guidelines.

4.2.5 The complete architectural plans and specifications must be submitted in quadruplicate and must include at least four different elevation views. One complete copy of the plans and specifications shall be signed for identification by the Owner and left with the Architectural Committee.

4.2.6 In the event that the Architectural Committee fails to take any action within forty-five (45) days after complete plans for such work have been submitted to them, then all of such submitted plans shall be deemed to be approved.

4.3 Deviation from Guidelines.

The Declarant and the Architectural Committee have the authority to deviate from the requirements contained herein in extenuating circumstances, when following these covenants would create an unreasonable hardship or burden for an Owner. An affirmative vote of all of the members of the Architectural Committee must be

gained for a deviation to be granted. The Architectural Committee does not, however, have authority to allow variances from the requirements of Park City.

4.4 General Requirements.

The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations on the Land within the Development conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade and finished grade elevation in keeping with the Design Guidelines and this Declaration. The Architectural Committee, may, in its discretion, retain the services of a licensed architect to assist the Architectural Committee in the performance of its duties as required under this Article 4 inclusive.

4.5 Plans.

The Architectural Committee shall disapprove any plans submitted to it, which are not sufficient for it to exercise the judgment required of it by these covenants. The following items must be included for complete plan review:

4.5.1 Preliminary sketch (optional) in duplicate.

4.5.2 Complete Architectural plans and specifications in quadruplicate.

4.5.3 Plan Review Fee of Three Hundred Dollars ($300.00) for improvements that will cost $1,000 or more.

4.6 Declarant and Architectural Committee Not Liable.

The Architectural Committee shall not be liable for damages to any person submitting any plans for approval, or to any Owner or Owners of Units, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans and specifications. Neither the Architectural Committee nor any member thereof, nor their duly authorized representative, shall be liable to any Owner for any loss, damage, or injury arising out of, or in any way connected with, the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. Any person or group acquiring the title to any Unit in the Development, or any person submitting plans to the Architectural Committee for approval, by so doing shall be deemed to have agreed and covenanted that he, she, or they will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees, or agents.

4.7 Written Records.

The Architectural Committee shall keep and safeguard, complete records of all applications for approval submitted to them (including one set of all preliminary sketches and all architectural plans so submitted) and all actions of approval or disapproval, and all other actions taken by it under the provisions of this instrument. Such records shall be maintained for a minimum of five years after approval or disapproval.

4.8 Limited Extent of Committee Review.

The Architectural Committee shall review and approve or disapprove all plans submitted to them for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment that would result on the immediate vicinity and the Development generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for

reviewing, nor shall their approval of any plan or design be deemed the approval of any plan or design from the standpoint of structural safety, or conformance with building or other codes.

4.9 Completion Required Before Occupancy.

No Unit within the Development shall be occupied until and unless the Unit has been completed in accordance with, and complied with, all approved plans and specifications and temporary certificate of occupancy or a certificate of occupancy or the equivalent has been issued by Park City or other authority entitled to issue the same.

4.10 Park City Approval.

In addition to compliance with the Design Guidelines, the requirements of Park City as may exist from time to time with respect to the Development must be complied with. To the extent there is a conflict between the requirements of the Design Guidelines and the requirements of Park City, the more restrictive requirements shall apply.

4.11 Balconies, Porches, Patios and Decks.

Improvements or alterations with respect to balconies, porches, patios and decks shall be allowed on a case by case basis, only with the prior written consent of the Architectural Committee. Plans for balconies, porches, patios and decks, or alterations or improvements thereto, shall be submitted in accordance with the requirements of this Article 4. As Limited Common Area, no Unit Owner, guest, invitee, or tenant of a Unit Owner shall have any right to occupy the Limited Common Area balcony, porch, patio or deck of any other Unit Owner in the Development. Provided however, unlike driveways, which are also treated as Limited Common Area, the Association shall expressly have no responsibility for maintenance of any balconies, porches, patios or decks located within the Development. Maintenance of the respective balconies, porches, patios and decks shall be the exclusive responsibility of the respective Owner.

4.12 Used or Temporary Structures.

No used or previously erected or temporary house, structure, house trailer, mobile home, camper, or non-permanent outbuilding shall ever be placed, erected, or allowed to remain on the Land except during construction periods, and then only with the approval of the Architectural Committee and Park City (if required).

ARTICLE 5

REPAIR AND MAINTENANCE

5.1 Repair and Maintenance Rights and Duties of Association.

Subject to the provisions in this Declaration pertaining to eminent domain and destruction of improvements, the Association shall maintain, repair and replace the Common Area and all improvements and landscaping thereon (including the initial landscaping installed by the Declarant), or shall contract for such maintenance, repair and replacement to assure maintenance of such areas in good condition. However, the Association shall not be responsible for, or obligated to perform those items of maintenance, repair or improvement that are the responsibility of the Owners as provided in Subsection 5.2 below. In the event an Owner fails to maintain his Unit, or fails to provide other maintenance or repair as provided herein in a manner which the Board deems necessary to preserve the appearance and value of the Development, the Board may notify the Owner of the work required and request, in writing, that it be done, subject to reasonable constraints caused by inclement weather, within sixty (60) days from the giving of such notice. In the event the Owner fails to carry out such maintenance within such period, the Board may cause such work to be done and may specially assess the cost thereof to such Owner, and, if necessary, lien the Owner's Unit for the amount thereof.

5.2 Repair and Maintenance Rights and Duties of Owners.

(a) Except as provided in Section 5.2(b) below, the Association shall be responsible to maintain and repair the entire exterior of each Unit, including roofs, walls, foundations, etc., keeping the same in good condition.

(b) Each Owner shall maintain, repair and replace as necessary, all doors and windows (and appurtenant hardware and accessories) to his Unit, and any separate air conditioning, water heating, or other separate utility fixture and equipment that services only his Unit. Each Owner shall have the exclusive right and discretion to paint, plaster, panel, tile, wax, paper or otherwise finish, refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his Unit. Each Owner may install, modify or remove partition walls within his Unit so long as it in no way lessens the structural integrity of the building in which the Unit is located and so long as such work is approved in advance by the Declarant and/or Architectural Committee, as applicable, and Park City and such work is completed in strict accordance with the requirements of the Design Guidelines and this Declaration, the requirements of Park City and all other applicable laws, rules, ordinances or regulations.

ARTICLE 6

ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Unit owned within the Development hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following Assessments, which shall be established and collected as provided herein and in the Bylaws of the Association:

6.1.1 Regular Assessments;

6.1.2 Extraordinary Assessments;

6.1.3 Special Assessments.

All Assessments, together with interest, costs, penalties, and actual attorneys' fees, shall be a charge and a continuing lien upon the Unit against which each Assessment is made. Each such Assessment, together with interest, costs, penalties, and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the Assessment fell due. No Owner of a Unit may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by the abandonment of his Unit.

6.2 Purpose of Assessment.

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of all the Owners or occupants in the Development, for the improvement and maintenance of the Common Area, and for the common good of the Development. The Regular Assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those portions of the Common Area that must be repaired or replaced on a periodic basis.

6.3 Regular Assessments.

6.3.1 Each Unit's share for the first fiscal year shall also be prorated based on the number of months remaining in that fiscal year. Thereafter, the Board shall determine and fix the amount of the maximum annual Regular Assessment against each Unit at least sixty (60) days in advance of the start of each fiscal year;

provided, however, that the maximum annual Regular Assessment may not be increased by more than twenty percent (20%) above the maximum annual Regular Assessment for the immediately preceding fiscal year, without the vote or written assent of at least seventy-five percent (75%) of the voting power of the Association.

6.3.2 As a standard Regular Assessment budget item, the Declarant and the Board shall include in the annual budget, a private roadway reserve account assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair and/or resurfacing of private roads, driveways and parking areas within the Development. In the event the Regular Assessment for the roadway reserve is inadequate to meet the needs of a repair and/or resurfacing, the Board may, as provided below, levy such additional Extraordinary or Special Assessments as are needed to properly maintain the private roads and driveways in a high quality state of repair.

6.3.3 As an additional standard Regular Assessment budget item, the Board shall include in its annual budget, a separate reserve account assessment for the purpose of defraying, in whole or in part, the cost of repairing, maintaining and replacing the exterior of the Units, including, the roof, walls and foundation. The Board shall consult periodically with painting, roofing and other contractors, for the purpose of evaluating the condition and anticipated longevity of the exterior of the Units. The reserve account for the repair, maintenance and replacement of the exterior of the Units shall take into account the annualized budget assessment needed in order to meet the periodic repair, maintenance and replacement costs estimated by the painting, roofing and other contractors. In the event the Regular Assessment for the repair, maintenance and replacement of the exterior of the Units is inadequate to meet the specific needs of a repair, maintenance and/or replacement, the Board may, as provided below, levy such additional Extraordinary or Special Assessments as are needed to properly repair, maintain and replace the exterior of the Units.

6.4 Extraordinary Assessments.

In addition to the Regular Assessments authorized above, the Board may levy, in any fiscal year, an Extraordinary Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including resurfacing of any private roads, driveways, parking areas or walkways in the Development, or to defray any unanticipated or underestimated expense not covered by the Regular Assessment, and, where necessary, for taxes assessed against the Common Area; provided, however, that, except for Extraordinary Assessments for taxes or similar municipal assessments, the aggregate Extraordinary Assessments for any fiscal year shall not exceed ten percent (10%) of the budgeted gross expenses of the Association (excluding reserves) for that fiscal year, without the vote or written assent of seventy-five percent (75%) of the voting power of the Association.

6.5 Special Assessment.

In addition to the Regular Assessments and Extraordinary Assessments authorized above, the Board may levy Special Assessments (without limitation as to amount or frequency) against an individual Unit and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Unit into compliance with the provisions of this Declaration and the Bylaws, including actual attorneys' fees and costs, or to reimburse the Association for costs and expenses to the Association arising from the negligence or willful misconduct of a Unit Owner, including actual attorneys' fees and costs.

6.6 Allocation of Assessments.

Each of the residential Units, including any Units owned by Declarant, shall be assessed at the same rate as each other residential Unit regardless of the size of the Condominium Unit. Notwithstanding the foregoing if more than one Unit is combined to make one larger Unit, the larger Unit shall continue to be assessed as if it were more than one Unit.

6.7 Date of Commencement of Assessment; Due Dates.

The Regular Assessments provided for herein shall commence for each Unit in the Development on the first day of the month following closing of the sale of the Unit. The Regular Assessment for any partial month preceding such date shall be prorated and paid at closing. Due dates for Regular Assessments shall be the first day of every calendar month. No notice of such Assessment shall be required other than an annual notice setting forth the amount of the monthly Regular Assessment for the upcoming fiscal year.

6.8 Transfer of Unit by Sale or Foreclosure.

The sale or transfer of any Unit shall not affect any Assessment lien, or relieve the Unit or its former owner from any liability therefor, whether the lien pertains to payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Unit pursuant to foreclosure or by deed in lieu of foreclosure of a recorded Mortgage given in good faith and for value shall extinguish the lien of all such Assessments as to payments which became due prior to such sale or transfer (except for Assessment liens arising prior to the recordation of the Mortgage). Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal liability of the Owner for unpaid Assessments. Any Assessments for which the liens are extinguished pursuant to this Section shall be deemed to be Common Expenses collectible from all of the Units including the Unit for which the lien was extinguished. In a voluntary conveyance of a Unit, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the latter up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board, setting forth the amount of the unpaid Assessments owed to the Association, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such Assessment becoming due after the date of any statement.

6.9 Enforcement of Assessment Obligation; Priorities; Discipline.

If any part of any Assessment is not paid and received by the Association or its designated agent within ten (10) days after the due date, an automatic late charge of Fifty Dollars ($50.00) shall be assessed and additional Ten Dollar ($10.00) sums shall be assessed for each month or fraction thereof from the due date until the Assessment and all late charges are paid. Each unpaid Assessment shall constitute a lien on each respective Unit prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies, which, by law, would be superior thereto, and (2) the lien or charge of any Mortgage of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized by this Declaration or by law to make the sale, after failure of the Owner to pay such Assessment, in accordance with the provisions of Utah law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association, acting on behalf of the Units' Owners, shall have the power to bid for the Unit at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting Owner as allowed by law. Suit to recover a money judgment for unpaid Assessments, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorneys' fees and costs, and may temporarily suspend the Association membership rights of a Unit Owner who is in default in payment of any Assessment, after notice and hearing according to the Bylaws. In the event that the Unit for which the assessment is delinquent is occupied by a renter, the Association may collect the amounts owed for such delinquent assessment directly from the rent which is otherwise payable by the Tenant to the Owner, which amount may in turn be offset by Tenant against rent owed to the Unit Owner to the extent permissible by law.

6.10 Payment of Taxes Assessed Against Common Area or Personal Property of Association.

In the event that any taxes are assessed against the Common Area, or the personal property of the Association, rather than against the Units, said taxes shall be included in the Regular Assessments made under the provisions of this Article, and, if necessary, an Extraordinary Assessment may be levied against the Units in an amount equal to said taxes (regardless of the limitation on Extraordinary Assessments set forth in Paragraph 6.4 above).

ARTICLE 7

EASEMENTS

7.1 Access, Use and Maintenance Easements.

7.1.1 Declarant expressly reserves for the benefit of itself and the Owners, reciprocal, non-exclusive easements for access, ingress and egress over all of the Common Area (exclusive of Limited Common Area), which easements shall be deemed granted by Declarant to the Owners and to the Association for so long as Declarant owns any interest in the Development. Subject to the provisions of this Declaration governing use and enjoyment thereof, the easements may be used by Declarant, its successors, purchasers and all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Development, for walkways and vehicular access to the Development, and such other purposes reasonably necessary for use and enjoyment of a Unit in the Development; provided however, access over the Common Area or Units by any form of recreational vehicles is strictly prohibited.

7.1.2 Declarant also expressly reserves for the benefit of the Board of Trustees and all agents, officers and employees of the Association, non-exclusive easements over the Common Area (including the Limited Common Area) and all Units and Dwellings as necessary to maintain and repair the Common Area, and to perform all other tasks in accordance with the provisions of this Declaration. Such easements over the Common Area shall be appurtenant to, binding upon and shall pass with the title to every Unit conveyed.

7.1.3 Notwithstanding any language in this Declaration to the contrary, Declarant expressly reserves for the benefit of itself and its successors-in-interest and assigns, including the Association, easements over and under the entire Development, together with the right to grant and transfer the same for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, telephone, television, and other utility lines and services, and for any other purpose reasonably appropriate to construct and service the Development. Such easement reservation to Declarant and its heirs successors and assigns, shall, upon completion of the Development, be transferred by Declarant or its heirs, successors, or assigns, to the Association for the benefit of its members.

7.2 Encroachments and Utility Easements.

7.2.1 Each Unit within the Development is hereby declared to have an easement over all adjoining Units and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any building, or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Unit agree that minor encroachments over adjoining Units or Common Area shall be permitted and that there shall be a valid easement for the maintenance of said encroachments so long as they shall exist.

7.2.2 Each Unit within the Development is hereby declared to have an easement over the Common Area for the purpose of installing and maintaining utility lines and services necessary to the development

and occupancy of such Unit; provided however, that the Board of Trustees, or Declarant as applicable, shall have the sole discretion to determine the location and scope of such easement, so long as the location and scope of the easement are reasonably suitable for the installation or maintenance of the utility for which the easement is granted.

7.3 Owners' Rights and Duties With Respect to Utilities.

The rights and duties of the Owners of Units within the Development with respect to utilities shall be as follows:

7.3.1 Except as provided in Section 7.3.2 below, the responsibility for maintenance and repair of that portion of sanitary sewer, water, electric, gas, telephone service lines and connections, and television receiving lines and connections located within a Unit (and where such utility service lines located within that Unit serve only that Unit) shall be the sole and exclusive responsibility of the Owner of that Unit.

7.3.2 Whenever sanitary sewer, water, electric, gas, telephone service lines and connections, and television receiving lines and connections are located within a Unit, but such utility service lines located within that Unit (referred to as the "Encumbered Unit") also serve other Units (referred to as the "Benefited Units"), then, in the event access, repair, or maintenance of such utility service lines or connections is required, the Owners of Benefited Units shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter in, on, upon, or below, the Encumbered Unit, or to have the utility companies enter upon the Encumbered Unit, to repair, replace, and generally maintain said connections as and when necessary. Provided however, the Owner of the Benefited Unit, who requires the access to Encumbered Unit, shall be responsible for all costs associated with such access, including restoring the Encumbered Unit to the condition it was in prior to the commencement of the work.

7.3.3 In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and conclusively binding on the parties.

ARTICLE 8

RESIDENCE AND USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Development and each Unit therein is subject to the following:

8.1 Use of Units.

No trade or business shall be conducted in any residential Unit. Provided however, an Owner or a residential Unit shall have the right to rent out his Unit to a tenant or tenants, under such terms and conditions as may be deemed appropriate by the Owner; provided however, that the term of any rental or lease of a Unit must be for a term of at least one year. Any tenant of a Unit shall occupy the Unit subject to all terms and conditions of this Declaration, the Articles, Bylaws and all applicable laws, rules, ordinances and regulations. Notwithstanding the foregoing, no Owner may separate the ownership of a Condominium Unit into timeshare interests. The terms of this Section 8.1 and Section 3.5 do not in any way prohibit the owner of a Condominium Unit from leasing such Condominium Unit to a third person or affiliate entity, subject only to applicable laws. The above provisions are subject to any applicable requirements of law.

8.2 Nuisances.

No noxious, illegal, or offensive activities shall be carried on in any Unit, or in any part of the Condominium Unit, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to

or which may unreasonably interfere with the quiet enjoyment of each of the Owners of his respective Condominium Unit, or which shall in any way increase the rate of insurance for the Development, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building.

8.3 Signs.

No signs of any kind may be displayed on the Condominium Unit without the prior approval of the Declarant and/or Architectural Committee; provided, however, that until such time as all the Units in the Development are sold, Declarant may place in and around the Development, such marketing and advertising signs as are acceptable under the sign ordinances of Park City. Furthermore, until such time as all the Units in the Development are sold, Declarant may use one or more Units as sales models and sales offices. Furthermore, any commercial Unit shall be allowed two signs, which may be placed in the Unit or on the exterior of the Unit or building in which the Unit is located, provided that such signs comply with all sign ordinances or other applicable requirements of Park City and provided that the size, materials and colors to be used for such signs are approved in advance by Declarant and/or the Architectural Committee, as applicable, which approval shall not be unreasonably withheld.

8.4 Animals.

No animals or birds of any kind shall be raised, bred, or kept in any Unit, or on any portion of the Condominium Unit; except that no more than two (2) usual and ordinary household pets such as dogs, cats, or birds, may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and that they are kept under reasonable control at all times. All dogs shall be kept on a leash at all times when the dog is in the Common Area. Owners shall use their best efforts to prevent their pets from voiding on any portions of the Common Area, and in the event a pet does so, the Owner or person in control of such pet shall immediately clean up after the pet. The Board may enact reasonable rules respecting the keeping of animals within the Development and may designate certain areas in which animals may not be taken or kept, or may require that specific animals not be allowed on any part of the Development.

8.5 Garbage and Refuse Disposal.

All rubbish, trash and garbage shall be regularly removed from the Development, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment, garbage cans, wood-piles, or storage piles shall be kept screened and concealed from view of other Condominium Units, streets and the Common Area. There shall be no burning of trash in the Development

8.6 Radio and Television Antennas.

Satellite dishes larger than twenty-four (24) inches are not allowed within the Development. Permitted dishes must be attached to or mounted on the Unit in a location approved by the Declarant or Architectural Committee, as applicable, and in no case may be free standing in any Common Area. No alteration to or modification of a central radio or television antenna system or cable television system, whichever is applicable, shall be permitted, and no Owner may be permitted to construct, use, or operate his own external radio, television antenna, or other electronic antenna without the written approval of the Board. No citizens band or other transmission shall be permitted within the Development. Declarant makes no representations or warranties regarding the availability of cable television service or broadband or high speed internet service to the Development.

8.7 Clothes Lines.

No exterior clothes-lines shall be erected or maintained and there shall be no outside laundering or drying of clothes.

8.8 Power Equipment and Car Maintenance.

No power equipment, or car maintenance of any nature whatsoever (other than minor repairs requiring no more than six hours work) shall be permitted within the Development, except with prior written approval of the Board. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, general unsightliness, and related considerations.

8.9 Window Covers.

Curtains and drapes (with a lining, the color of which must be approved by the Architectural Committee), shutters, or blinds of a neutral color may be installed as window covers, subject to the Architectural Committee's absolute discretion. No window shall be covered with aluminum foil or similar material.

8.10 Flag Poles.

No flag poles may be erected by any individual Owner on any Condominium Unit, or within the Development itself without the prior written approval of the Architectural Committee, which approval may be withheld in the sole discretion of the Architectural Committee.

8.11 Maintenance of Property.

All improvements on any portion of the Development shall be kept and maintained by the owner(s) thereof in clean, safe, and attractive condition, and in good repair.

8.12 No Noxious or Offensive Activity.

No noxious or offensive activity shall be carried on upon any Condominium Unit, nor shall anything be done or placed on any Unit within the Development that is, or may become, a nuisance or cause unreasonable embarrassment, disturbance or annoyance to others, as reasonably determined by the Board.

8.13 No Hazardous Activities.

No activities shall be conducted within, and no improvements shall be constructed in the Development, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or other dangerous weapons shall be discharged or brandished within the development; and no open fires shall be lighted or permitted within the Development, except in a contained barbecue unit while attended and in use for cooking purposes, or within a safe and well-designed fireplace approved in writing by the Board and Architectural Committee.

8.14 No Unsightliness.

No unsightliness shall be permitted upon any Condominium Unit or on any portion of the Development. Without limiting the generality of the foregoing, (a) any unsightly structures, equipment, tools, boats, vehicles other than automobiles, objects or conditions, shall be enclosed within an approved building, or screened as directed by the Board, except equipment and tools when in actual use for maintenance or repairs; (b) no trailers, mobile homes, tractors, truck campers or trucks other than pickup trucks, shall be kept or permitted to remain within the Development; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned within any portion of the Development; (d) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate within any portion of the Development, except in service yards meeting the requirements of this Article 8 inclusive; (e) refuse, garbage and trash shall be placed and

kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view.

8.15 No Warranty of Enforceability.

While Declarant has no reason to believe that any of the restrictive covenants contained in this Article 8 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, and the Unit Owner shall assume all risks of the validity and enforceability thereof and, by acquiring the Unit agrees to hold Declarant harmless therefrom.

ARTICLE 9

INSURANCE

9.1 Duty to Obtain Insurance; Types.

The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of Utah.

9.1.1 Master Property Insurance. The Association shall obtain and maintain a "master" or "blanket" all-perils policy of property insurance on the buildings equal to a full replacement value (i.e., 100% of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage or items/elements which are owned by Unit Owners) of the buildings (including all building service equipment and the like and any fixtures or equipment within the Units) with an inflation Guard Endorsement or its equivalent, and other endorsements which the Board determines to be in the best interests of the Association. Such insurance shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, and such other risks as are customarily covered in similar projects and as are commonly required by private institutional mortgage investors for projects similar in construction, location and use. Any blanket policy of property insurance shall contain or have attached a standard mortgagee clause (without contribution) customarily used in the area in which the Development is located which must provide that any proceeds shall be paid to the Association for the use and benefit of first mortgagees according to their respective interests. All costs associated with obtaining and maintaining the insurance coverage referenced in this Section 9.1.1, shall be the responsibility of the Owners of the Units.

9.1.2 Public Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas and facilities in the Development, with a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of a Unit owner because of the negligent acts of the Association or another Unit owner, with limits not less than $500,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence including protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The scope of coverage shall also include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. The costs of obtaining and maintaining the insurance coverage referenced in this Section shall be allocated among all Condominium Units in the Development.

9.2 Insurance Policy Requirements.

The Master Property and Public Liability Insurance policies obtained by the Association pursuant to Section 9.1.1 and 9.1.2 shall be subject to the following:

(a) the named insured under any such policies shall be the Association's Board, as a trustee for the Unit Owners, or its authorized representative, who shall have exclusive authority to negotiate losses under these policies; and

(b) each hazard insurance policy shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class VI or better.

9.3 Additional Coverage.

The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration, in such amounts and in such forms as the Association may deem appropriate from time to time.

9.4 Owner's Own Insurance.

Each Owner, at his own expense, may, and is hereby advised to procure and maintain at all times fire and extended coverage insurance covering personal property of such owner and additional fixtures and improvements added by such owner against loss by fire and other casualties, including without limitation vandalism and malicious mischief. Notwithstanding the provisions hereof, each Owner may obtain insurance at his own expense providing such other coverage upon his Condominium, the Owner's personal property, for the Owner's personal liability, and covering such other risks as the Owner may deem appropriate. If obtainable under industry practice without an unreasonable additional charge for such waiver, all such insurance shall contain a waiver of the insurance company's right of subrogation against the Association, the Declarant, other Owners, and their respective servants, agents and guests.

9.5 Review of Insurance.

The Association shall review annually the coverage and policy limits of all insurance on the Development and adjust the same at its discretion. Such annual review may include an appraisal of the buildings and structures by a representative of the insurance carrier or carriers providing the policy or policies on the Development, or by such other qualified appraisers as the Association may select.

9.6 Waiver of Claim Against Association.

As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board of Trustees and Declarant, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons.

9.7 Notice of Expiration Requirements.

If available, all of the policies of insurance maintained by the Association shall contain a provision that said policy or policies shall not be reduced or canceled for any reason, without thirty (30) days prior written notice to the Board, the Owners and their respective Mortgagees or Mortgage Servicers.

9.8 Trustee for Policies.

The Association, acting through its Board of Trustees, is hereby appointed and shall be deemed trustee of the interests of all named insureds under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies as provided for in this Article 9, shall be paid to the Board as trustees. The Board shall have full power to receive and to receipt for the proceeds, and all such proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article 10 of this Declaration. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers, with participation, to the extent they desire, of first mortgagees who have filed written requests with the Board within ten (10) days of receipt of notice of any damage or destruction.

9.9 Actions as Trustees.

Except as otherwise specifically provided in this Declaration, the Board, acting on behalf of the Association and all Owners shall have the exclusive right to bind such parties in respect to all matters affecting insurance carried by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance.

9.10 Required Waivers.

All policies of physical damage insurance shall provide, if reasonably possible, for waiver of the following rights, to the extent that the respective insurers would have the rights without such waivers:

9.10.1 Subrogation of claims against the Owners and tenants of the Owners;

9.10.2 Any defense based upon co-insurance;

9.10.3 Any right of set-off, counterclaim apportionment, proration or contribution by reason of other insurance not carried by the Association;

9.10.4 Any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any Owner, or arising from any act, neglect, or omission of any named insured or the respective agents, contractors and employees of any insured; and

9.10.5 Any right of the insurer to repair, rebuild or replace, and, if the improvement is not repaired, rebuilt or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the improvements insured.

ARTICLE 10

DESTRUCTION OF IMPROVEMENTS

10.1 Association as Attorney in Fact.

All of the Owners of the Units irrevocably appoint the Association as their true and lawful attorney in fact in their name, place, and stead for the purpose of dealing with the damage or destruction to the Units as hereinafter provided. Acceptance by any grantee of a deed to a Unit from the Declarant or from any Unit Owner shall constitute an appointment by said grantee of the Association as his attorney in fact as herein provided. As attorney in fact, the Association shall have full and complete authorization, right and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of a Unit Owner, which may be necessary or appropriate to exercise the powers herein granted.

10.2 Definition of Repair and Reconstruction.

Repair and reconstruction of the Units as used herein means restoring the Units to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Areas having substantially the same vertical and horizontal boundaries as before.

10.3 Procedures.

In the event any part of the Units is damaged or destroyed, the Association shall proceed as follows:

10.3.1 Notices to First Mortgagees. The Association shall give timely written notice to any institutional holder of any Mortgage on a Unit in the event of substantial damage to or destruction of that Unit.

10.3.2 Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Units, the Association shall obtain complete and reliable estimate of the costs to repair and reconstruct that part of the Units damaged or destroyed.

10.3.3 Sufficient Insurance. If the proceeds of the insurance maintained by the Association equal or exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Units, such repair and reconstruction shall be carried out.

10.3.4 Insufficient Insurance - Less than 2/3 Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Units, and if less than 2/3 of the Units are damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a Special Assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Assessment shall be allocated and collected from the Owners of the Units, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

10.3.5 Insufficient Insurance – 2/3 or More Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Units, and if 2/3 or more of the Units are damaged or destroyed, such damage or destruction shall be repaired and reconstructed if, but only if, within one hundred (100) days following the damage or destruction, the Owners of at least 2/3 of the Units shall elect to carry out such repair and reconstruction. If, however, the Owners of at least 2/3 of the Units shall not, within one hundred (100) days after such damage or destruction, elect to carry out such repair and reconstruction, the Association shall record in the office of the County Recorder of Summit County, State of Utah, a notice setting forth such facts. Upon the recording of such notice the following shall occur:

(a) The Units shall be deemed to be owned in common by the Owners of the Units;

(b) The undivided interest in the Units owned in common which shall appertain to each Unit Owner shall be the percentage of the undivided interest previously owned by such Unit Owner in the Common Areas;

(c) Any liens affecting any of the Units shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Unit Owner; and

(d) The Units shall be subject to an action for partition initiated by any Unit Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance of the Units, if any, shall be considered as one fund and shall be divided among all of the Unit Owners in a percentage equal to the percentage of undivided interest owned by each respective Unit Owner in the Common Areas, after first paying out of the respective share of each Unit Owner, to the extent sufficient for the purposes, all liens on the undivided interest in the Units owned by such Unit Owner.

10.4 Repair or Reconstruction.

If the damage or destruction is to be repaired and reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Units damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney in fact for the Owners, and no consent or other action by an Owner shall be necessary in connection therewith, except as otherwise expressly provided herein. The Units shall be restored or repaired to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Areas having the same vertical and horizontal boundaries as before.

10.5 Disbursement of Funds for Repair and Reconstruction.

If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from assessments made pursuant to this Article 10 shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair and reconstruction shall be made from insurance proceeds, if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Unit Owners in proportion to their respective percentages of Ownership of the Common Areas.

10.6 Amendment of Article.

This Article 10 shall not be amended unless all of the Owners consent and agree to such amendment by duly executed and recorded instruments.

10.7 Damage to Common Area.

Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Common Area (other than the Units as referenced in Section 10.1 through 10.6 above), the repair or replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 9 hereof for reconstruction or repair of the Common Area shall be used for such purpose, unless otherwise provided herein. The Board shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as practical. The Common Area shall be repaired, reconstructed or rebuilt substantially in accordance with the original construction plans. If the amount available from the proceeds of such insurance policies for such restoration and repair is inadequate to complete the restoration and repair, the Board shall levy an Extraordinary Assessment for the deficiency and proceed with such restoration and repair.

10.8 Alternate Plans for Restoration and Repair.

Notwithstanding the provisions of Paragraph 10.7, the Association shall have the right, by a vote of two thirds of the Total Votes of the Association, to make alternate arrangements respecting the repair, restoration or demolition of the damaged portion of the Common Area. The alternate plan may provide for special allocation of insurance proceeds, modification of design, or special allocation of any necessary Assessments. Any plan adopted pursuant to this subparagraph shall be adopted within sixty (60) days of the damage or destruction to such Common

Area, and shall be supported by the vote of any Owner whose Condominium Unit has been physically damaged, to the extent the proposed plan affects such Condominium Unit.

10.9 Appraisal of Damage.

In the event the parties affected by damage or destruction to the Common Area cannot agree, within twenty (20) days of the date of the damage, on the estimated cost of repair or the allocations referred to in this Article 10, the Association shall appoint three (3) independent appraisers having at least five (5) years full-time appraisal experience in Summit County, Utah, to appraise the damage and establish allocations among various damaged portions of the Common Area. Within twenty (20) days after the selection of the appraisers, a majority of the appraisers shall set the estimated and allocations. If a majority of the appraisers are unable to agree within the stipulated period of time, the average of the three (3) appraisals shall be utilized. If, however, the low appraisal and/or the high appraisal are/is more than fifteen percent (15%) lower and/or higher than the middle appraisal, the low appraisal and/or the high appraisal shall be disregarded. If only one appraisal is disregarded, the average of the two remaining appraisals shall be utilized. If both the low appraisal and the high appraisal are disregarded, the middle appraisal shall be utilized. The cost of the appraisals required by this subparagraph shall be paid by the Association and reimbursed by the Owners through an Extraordinary Assessment.

ARTICLE 11

DECLARANT'S RIGHTS AND RESERVATIONS

11.1 Rights.

Declarant is undertaking the work of construction of the infrastructure improvements for the Development, and the construction of Units within the Development. The completion of that work and the sale or other disposition of the Units is essential to the establishment and welfare of the Development as a condominium community. In order that said work may be completed and that the Development be established as a fully occupied community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

11.1.1 Prevent Declarant, its contractors, or subcontractors from doing within the Development, whatever is reasonably necessary or advisable in connection with the completion of the work, including, but not limited to, using any portion of the Development as a staging area for construction; or

11.1.2 Prevent Declarant or its representatives from erecting, constructing and maintaining on any portion of the Development, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing the Development as a condominium community and disposing of the same in Condominium Units, by sale or other disposition; or

11.1.3 Prevent Declarant from maintaining such sign or signs on any portion of the Development as may be necessary for the sale or disposition thereof.

11.2 Declarant Subject to Declaration.

So long as Declarant, or its successors and assigns, owns one or more of the Units established and described in this Declaration, and except as otherwise specifically provided herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration.

11.3 Sale or Transfer by Declarant.

In the event Declarant shall convey all of its right, title and interest in and to the Development, to any partnership, individual or individuals, corporation or corporations, or other entity, then and in such event, Declarant

shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, or entity shall be obligated to perform all such duties and obligations of the Declarant.

11.4 Declarant Control Period.

Notwithstanding any provision to the contrary contained in this Declaration, the Articles of Incorporation for Mine Cart Condominiums Owners Association, Inc. or the Bylaws, there is hereby established a period of Declarant control of the Association, during which period Declarant or persons designated by it shall have the authority to appoint and remove the Association officers and members of the Board of Trustees and the Architectural Committee. The period of Declarant control shall terminate no later than the earlier of:

(a) the third anniversary of the recordation of the Declaration; or

(b) after two of the Units have been conveyed to Owners other than Declarant.

ARTICLE 12

RIGHTS OF MORTGAGEES

In order to induce various lenders and lending agencies to participate in the financing of Units within the Development, this Article 12 is included in this Declaration. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained herein or therein. For purposes of this Article 12, the terms "Eligible Holder", "Eligible Insurer" or "Guarantor" refer to a Mortgagee, insurer or guarantor of any Mortgage on a Unit, who has provided a written request to the Association (such request to state the name and address of such holder, insurer or guarantor, and the street address of the Unit to which its Mortgage relates), to be notified of any of the events listed below.

12.1 Notices of Action.

Each Eligible Holder and each Eligible Insurer or Guarantor is entitled to timely written notice of the following:

12.1.1 Any condemnation or casualty loss that affects either a material portion of the Development or the Unit securing its mortgage;

12.1.2 Andy delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the governing documents relating to such Unit or the Owner or occupant which is not cured within sixty (60) days;

12.1.3 Any proposed action which would require the consent of a specified percentage of Eligible Holders; or

12.1.4 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

12.2 Federal Guidelines.

In addition to the foregoing, the Declarant and the Board shall have the power and authority, without the vote of the Association, to enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of any generally recognized federal agency or lending institution (e.g., FNMA,

GNMA, FHA or VA), so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of mortgages encumbering Units. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential mortgage borrowers and potential sellers of their Units, if such agencies or lending institutions approve the property as a qualifying Development under their respective policies, rules and regulations, as adopted from time to time.

12.3 No Priority.

No provision of this Declaration of the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of such Owner's Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

12.4 Notice to Association.

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering the Owner's Unit.

12.5 Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board of Trustees to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE 13

DURATION AND AMENDMENT

13.1 Duration.

This Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded, meeting the requirements of an amendment to this Declaration as set forth in Section 13.2. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Unit from the concomitant membership of the Association, as long as this Declaration shall continue in full force and effect.

13.2 Amendment.

This Declaration may be amended by recording with the County Recorder of Summit County, Utah, a certificate of amendment, duly signed and acknowledged by and on behalf of the Association. The certificate of amendment shall set forth in full the amendment adopted, and except as otherwise provided for in this Declaration, shall certify that at a meeting duly called, noticed and held pursuant to the Articles and Bylaws of the Association, or by separate written consent without a meeting, the members of the Association entitled to cast at least two thirds (2/3) of the Total Votes of the Association voted affirmatively for the adoption of the amendment or approved such amendment by separate written consent. Within three (3) years from the date of recording of this Declaration, and so long as the Declarant is the Owner of any Unit or part of the Development, this Declaration may not be amended or terminated without the written approval of the Declarant. The Association shall maintain in its files the record of all such votes or written consents. Such a certificate reflecting any amendment which requires the written consent of any of the Mortgagees of Mortgages shall be signed and sworn to by such Mortgagees.

13.3 Unilateral Amendment.

The Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first Unit. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial determination, to make technical corrections, to correct mistakes or remove/clarify ambiguities; or (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Land or Units subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Condominium Unit, unless any such Owner shall consent thereto in writing.

13.4 Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions.

Notwithstanding anything in this Article or Declaration to the contrary, Declarant reserves the unilateral right to amend all or any part of this Declaration so such extent and with such language as may be requested by a state department of real estate, FHA, VA, the FHLMC or FNMA and to further amend to the extend requested by any other federal, state or local governmental agency with requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of property within the Development, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Land or Units in the Development. Any such amendment shall be effected by the recordation by Declarant of a certificate of amendment duly signed and acknowledged by the Declarant, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment. Recordation of such a certificate of amendment shall be conclusive proof of the agency's or institution's request for such an amendment, and such certificate of amendment, when recorded, shall be binding upon the Development and all persons having an interest therein. It is the desire of Declarant to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of this Article deletes, diminishes or alters such control, Declarant alone shall have the right to amend this Declaration to restore such control.

ARTICLE 14

GENERAL PROVISIONS

14.1 Enforcement.

The Board, any Owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Development shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. Any such action by the Board shall be taken on behalf of two (2) or more Unit Owners, as their respective interests may appear, with respect to any cause or action relating to the Common Area or more than one Unit. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

14.2 Invalidity of Any Provision.

Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Development is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

14.3 Conflict of Development Documents.

If there is any conflict among or between the Development Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given to Development Documents in the following order; Map, Articles, Bylaws, and rules and regulations of the Association. Notwithstanding the foregoing, any provision in any of the Development Documents which is for the protection of mortgagees shall have priority over any inconsistent provision in that document or in any other Development Document.

14.4 Service of Process.

The name and residence or business address of the person authorized to receive service of process on behalf of the Development, in the cases provided for by the Condominium Act, is as follows:

Scott Smith
Lot 14, Plat C
Pine Meadow Ranch
Park City, Utah 84098

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on this 1st day of Jun 2007.

Arman Hedayat

Sandra Perez

ACKNOWLEDGEMENTS

STATE OF Fl)
ss.
County of P.B.C.)

The foregoing instrument was acknowledged before me this 1st day of Jun, 07, 2007 by Arman Hedayat and Sandra Perez.

DONNA KAY REED
Comm# DD0606816
Expires 10/25/2010
Florida Notary Assn., Inc

Notary Public
My Commission Expires: _____
Residing At: _____

WHEN RECORDED MAIL TO:
Scott Smith
Lot 14, Plat C Pine Meadow Ranch
PO Box 980962
Park City, Utah 84098

BYLAWS OF

MINE CART CONDOMINIUMS OWNERS ASSOCIATION, INC.

ARTICLE 1

PLAN OF DEVELOPMENT

1.1 Name and Location. The name of the owners association ("Association") is MINE CART CONDOMINIUMS OWNERS ASSOCIATION, INC. The principal office of the Association shall be in Utah County, Utah.

1.2 Application to Development. The provisions of these Bylaws are applicable to the condominium development project known as the MINE CART CONDOMINIUMS, located in Park City, Summit County, Utah. All present and future Owners, and their tenants, future tenants, employees, and any other person who might use the facilities of the Development in any manner, are subject to the regulations set forth in these Bylaws, in the Articles of Incorporation for the Association, and in the Declaration Of Covenants, Conditions, Restrictions and Easements Of Mine Cart Condominiums, A Utah Condominium Project ("Declaration") recorded or to be recorded in the office of the Summit County Recorder, and applicable to the Development. The mere acquisition or rental of any Unit in the Development, or the mere act of occupancy of any Unit will signify that these Bylaws are accepted, ratified, and will be observed.

1.3 Meaning of Terms. Unless otherwise specifically provided herein, the definitions contained in the Declaration are incorporated in these Bylaws by reference.

ARTICLE 2

MEMBERSHIP, MEETINGS AND VOTING RIGHTS

2.1 Classes of Members. The Association shall have two (2) classes of voting membership established according to the Articles.

2.2 Voting Requirements. Except when otherwise expressly provided in the Declaration, the Articles or these Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power of the Association. Except as otherwise specifically stated in the Articles or the Declaration, the vote of at least a majority-in-interest of a quorum present at any meeting (in person or by proxy) shall constitute the vote of the members of the Association, or the written consent of the greater of at least a majority-in-interest of the voting power of the Association or the percentage vote specifically required for a given action in the Declaration, the Articles or these Bylaws shall be sufficient to take action without a meeting.

2.3 Quorum. The presence in person or by proxy of at least a majority of the total voting power of the Association shall constitute a quorum at any meeting duly called and noticed. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.4 Proxies. At all meetings of the Association, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. All proxies shall be valid only for the meeting for which the proxies are given (including any reconvened meeting in the event of an adjournment), unless provided otherwise in the proxy. Every proxy shall be revocable and shall automatically cease upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of the issuing member.

2.5 Annual Meetings. Regular annual meetings of the members of the Association shall be held not less frequently than once each calendar year at the Development or such other suitable place convenient to the members as may be designated by the Board. Unless otherwise determined by the Board, the annual meeting shall be held in the first week of each August.

2.6 Special Meetings. A special meeting of members of the Association may be called by the President or by the Board (upon the vote for such a meeting by a majority of a quorum of the Board). A special meeting shall be called by the Board upon receipt of a written request therefor signed by members representing not less than twenty-five percent (25%) of the total voting power of the Association or by members representing not less than fifteen percent (15%) of the voting power residing in members other than Declarant.

2.7 Notice and Location of Meetings. At the direction of the President, the Secretary, or the officers or persons calling a meeting, written notice of regular and special meetings shall be given to all members in the manner specified for notices under these Bylaws. Such notice shall specify the place, day, and hour of the business to be undertaken, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Except in the case of an emergency, at least ten (10) days notice (but not more than thirty (30) days notice) of any meeting shall be provided prior to the meeting. Meetings of the Association shall be held within the Development or at a meeting place as close thereto as possible. Notice shall also be delivered to any institutional lender filing a written request with the Association, and any such lender shall be permitted to designate a representative to attend all such meetings.

2.8 Adjournment. In the absence of a quorum at a meeting of the members of the Association, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than five (5) days and not more than thirty (30) days from the original meeting date. The quorum for such a reconvened meeting shall be twenty-five percent (25%) of the total voting power of the Association.

2.9 Action Without Meeting. Any action which may be taken at a meeting of the Association's members may be taken without a meeting if a consent, in writing, setting forth the action so taken, is signed by the larger of a majority-in-interest of the voting power of the Association or the percentage vote specifically required for a given action in the Declaration, the Articles or these Bylaws.

2.10 Rules at Meetings. Except as otherwise provided in these Bylaws, the Articles or the Declaration, all meetings of the Association's members shall be governed by Roberts Revised Rules of Order.

2.11 Commencement of Voting Rights. Voting rights attributable to any Unit shall not vest until an assessment has been levied against that Unit by the Association.

2.12 Suspension of Voting Rights. Voting rights attributable to any Unit shall be automatically suspended for any period during which any Owner of such Unit is delinquent in the payment of Assessments. Any votes cast by such delinquent Owner shall be deemed void *ab initio* and the votes attributable to such Unit shall not be transferred, assigned or exercised by proxy. Unless provided otherwise in the Articles or the Declaration, a Unit Owner shall be deemed delinquent if such Owner fails to pay any Assessment or portion thereof within thirty (30) days of when such Assessment is due and payable.

ARTICLE 3

BOARD OF TRUSTEES/MANAGEMENT COMMITTEE

3.1 Number and Term of Trustees. The Board of Trustees/Management Committee shall consist of the two Unit Owners.

3.2 Regular Meetings. Regular meetings of the Board shall be conducted at least annually within sixty (60) days of the annual meeting of the Association, and shall be held within the Development (or at such other place as may be convenient to all Board members). Notice of the time and place of regular meetings shall be given to each Trustee, personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for the meeting, and shall be

posted at a prominent place or places within the Development. Regular Board meetings may be conducted via teleconference, so long as such teleconference meeting was duly noticed, and any Board member who is present in person on such teleconference call and can hear and be heard by the other Board members shall be deemed present as such meeting.

3.3 Special Meetings. A special meeting of the Board may be called by written notice signed by the President of the Association or by any two (2) Trustees other than the President. Notice shall be provided to all Trustees and posted within the Development in the manner prescribed for notice of regular meetings, and shall include a description of the nature of any special business to be considered by the Board. Special Board meetings may be conducted via teleconference, so long as such teleconference meeting was duly noticed, and any Board member who is present in person on such teleconference call and can hear and be heard by the other Board members shall be deemed present as such meeting.

3.4 Waiver of Notice. Before, at, or after any meeting of the Board, any Trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice to that Trustee. Attendance by a Trustee at any meeting of the Board shall be a waiver of notice by such Trustee of the time and place of the meeting, except where such attendance is for the limited and express purpose of objecting to the transaction of any business at the meeting because the meeting is not lawfully called or convened.

3.5 Quorum. The presence in person of at least fifty-one percent (51%) of the Trustees at any meeting of the Board shall constitute a quorum. The vote of at least fifty-one percent (51%) of the quorum actually present at any duly called and noticed Board meeting shall constitute the vote of the Board unless expressly provided to the contrary in these Bylaws, or any future amendment hereto.

3.6 Action by Consent of Trustees. Any action which may be taken by the Board of Trustees may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent may be given by facsimile or e-mail.

3.7 Adjournment; Executive Session. The Board may, with the approval of at least fifty-one percent (51%) of a quorum of the Trustees, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.8 Declarant's Initial Control Period.

Notwithstanding any provision to the contrary contained in these Bylaws, the Articles of Incorporation for the Mine Cart Condominiums Owners Association, Inc. or the Declaration, there is hereby established a period of Declarant control of the Association, during which period Declarant or persons designated by Declarant shall have the authority to appoint and remove the Association officers and members of the Board of Trustees. The period of Declarant control shall terminate no later than the earlier of:

(a) the third anniversary of the recordation of the Declaration; or

(b) after two of the Units have been conveyed to Owners other than Declarant.

ARTICLE 4

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

4.1 Powers and Duties. The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Association. Without limitation on the generality of the foregoing powers and duties, the Board shall be vested with, and responsible for, the following powers and duties:

4.1.1 To select, appoint, supervise, and remove all officers, agents and employees of the Association; to prescribe such powers and duties for them as may be consistent with law, and with the Articles, the Declaration and these Bylaws; and to require from them security for faithful service when deemed advisable by the Board;

4.1.2 To enforce the applicable provisions of the Declaration, Articles, these Bylaws and other instruments relating to the ownership, management and control of the Development;

4.1.3 To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish procedures and penalties, including without limitation the imposition of monetary fines or suspension of membership voting rights, for the infraction thereof, subject to approval of the membership;

4.1.4 To pay all taxes and assessments which are, or could become, a lien on any Common Area or a portion thereof;

4.1.5 To contract for casualty, liability, errors and omissions and other insurance on behalf of the Association as required or permitted in the Declaration;

4.1.6 To cause any Common Area to be maintained and to contract for goods and/or services for any Common Area or for the Association, subject to the limitations set forth in these Bylaws;

4.1.7 To contract with a management company for the management of the Association in accordance with the terms of these Bylaws, the Articles and the Declaration;

4.1.8 To delegate its powers to committees, officers or employees of the Association, or to a management company pursuant to a written contract, as expressly authorized by these Bylaws;

4.1.9 To keep or cause to be kept complete and accurate books and records of the receipts and expenditures of the Association (relating to the Common Area and otherwise), specifying and itemizing the maintenance and repair expenses incurred, and to prepare budgets and financial statements for the Association as required in these Bylaws in accordance with good accounting procedures; to provide for independent audits as required by law;

4.1.10 To initiate and execute disciplinary proceedings against members of the Association for violations of the provisions of the Articles, Declaration, these Bylaws and such rules as may be promulgated by the Board of Trustees, in accordance with procedures set forth in these Bylaws;

4.1.11 To enter upon any privately owned Unit as necessary in connection with construction, maintenance or emergency repair for the benefit of the Development or the Owners;

4.1.12 To fix and collect regular and special assessments according to the Declaration and these Bylaws, and, if necessary, to record a notice of assessment and foreclose the lien against any Unit for which an assessment is not paid within thirty (30) days after the due date, or bring an action at law against the Owner personally obligated to pay such assessment;

4.1.13 To prepare and file annual tax returns with the federal government and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association.

4.2 Limitation on Board's Power. Except with the vote or written assent of a majority of the voting power of the Association, the Board shall be prohibited from taking any of the following actions:

4.2.1 Incurring aggregate expenditures for capital improvements to any Common Area in any fiscal year in excess of the limits set forth in the Declaration.

4.2.2 Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

4.2.3 Paying compensation to Trustees or to officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a Trustee or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.2.4 Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Area or the Association for a term longer than two (2) years with the following exceptions:

(a) A contract with a public utility company if the rates charged for the materials or services are regulated by government authority; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(b) Prepaid casualty and/or liability insurance policies not to exceed three (3) years duration, provided that the policy permits for short rate cancellation by the insured;

ARTICLE 5

OFFICERS

5.1 Enumeration and Term. The officers of this Association shall be a President, Secretary, and Treasurer, and such other officers as the Board may, from time to time, by resolution create. The initial officers shall be Arman Hedayat, President, and Sandra Perez, Secretary and Treasurer. The officers shall be elected annually by the Board and shall be members of the Board and each shall hold office for a term which shall run concurrently with such officer's term as a Board member unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve, or unless another term of office is specified by resolution of the Board.

5.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members of the Association. Unit Owners who are delinquent in the payment of Assessments, as set forth herein above, are not eligible to be appointed to serve as officers of the Association. Any attempt to appoint such a delinquent Owner to such office shall be void *ab initio*. In the event that any Owner who is an officer of the Association becomes delinquent during his or her term of service, such Owner shall automatically be removed from such office and the vacancy filled pursuant to the terms hereof as if such officer had resigned. If such removed Owner regains good standing after being removed, he or she shall not be reinstated in his or her former position, but shall be eligible to be appointed again at the next duly held meeting at which officers may be appointed.

5.3 Resignation and Removal. Any officer may be removed from office by at least a majority-in-interest of the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Notwithstanding the foregoing, officers appointed by Declarant or Declarant's agent(s), may not be removed from his or her term of office by anyone other than Declarant during Declarant's initial control period.

5.4 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

5.5 Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

5.6 Duties. The duties of the officers are as follows:

5.6.1 President. The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks (unless the authority to sign checks in the ordinary course of Association business has been delegated to a management company as provided in these Bylaws) and promissory notes.

5.6.2 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

5.6.3 Treasurer. The Treasurer shall receive and deposit, in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall co-sign all checks and promissory notes of the Association; and shall keep proper books of account and prepare or have prepared financial

statements as required in these Bylaws. The duty of the Treasurer to receive and deposit funds and to sign checks in the ordinary course of Association business may be delegated to a management company as provided in these Bylaws.

ARTICLE 6

DISCIPLINE OF MEMBERS; SUSPENSION OF RIGHTS

The Association shall have no power to cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of his or her individually owned Unit on account of a failure by the Owner to comply with provisions of the Declaration, Articles, these Bylaws, or of duly enacted rules of operation for the Common Area and facilities, except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the Owner to pay assessments levied by the Association. Notwithstanding the foregoing, the Board shall have the power to impose monetary penalties, temporary suspensions of an Owner's rights as a member of the Association or other appropriate discipline for failure to comply with the Declaration, Articles, these Bylaws or duly enacted rules; provided that the accused shall be given notice and the opportunity to be heard by the Board with respect to the alleged violations before a decision to impose discipline is reached. In the case in which monetary penalties are to be imposed, such penalties shall include actual attorneys' fees and all costs in connection with the collection of such penalties.

ARTICLE 7

BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS

7.1 Budgets and Financial Statements. Financial statements and pro forma operating budgets for the Association shall be regularly prepared (at least annually) and copies shall be distributed to each member of the Association. All books and records may be audited annually if required by the Board or if directed by a vote of the Association membership.

7.2 Fiscal Year. The fiscal year of the Association shall be as designated by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

7.3 Inspection of Association's Books and Records. The membership register, books of account, vouchers authorizing payments, and minutes of meetings of the members, of the Board, and of committees of the Board of the Association shall be made available for inspection and copying by any member of the Association, or by his or her duly appointed representative, at any reasonable time and for a purpose reasonably related to his or her interest as a member of the Association, at the office of the Association or at such other place within or near the Development as the Board shall prescribe. Such inspection may take place on weekdays during normal business hours, following at least forty-eight (48) hours written notice to the Board by the member desiring to make the inspection. Any member of the Association desiring copies of any document shall pay the reasonable cost of reproduction. Every Trustee shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Trustee includes the right to make extracts and copies of documents.

ARTICLE 8

AMENDMENT OF BYLAWS

Except as otherwise provided in the Act, the Declaration or these Bylaws, these Bylaws may be amended at any time and in any manner by the vote or written assent of at least two thirds (2/3) of the total voting power of the Association; provided, however, that the percentage of the voting power necessary to amend a specific clause or provision herein shall not be less than the percentage of affirmative votes prescribed for action to be taken under said clause or provision; and provided further, that any such amendment shall not be inconsistent with the Articles, the Declaration, any rules or regulations adopted pursuant to the Declaration or the law. Within three (3) years from the date of recording the Declaration, and so long as the Declarant is the Owner of any Unit or part of the Development, these Bylaws may not be

amended or terminated without the written approval of the Declarant. Notwithstanding any provision to the contrary contained herein, Declarant reserves the right, without the consent of any other Owners, to amend any provisions of these Bylaws to comply with the then existing statutes, regulations or other requirements of any federal, state or local regulatory authority affecting the Development.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Regulations. All Owners, tenants, or their employees, or any other person that might use the facilities of the Development in any manner, are subject to the regulations set forth in these Bylaws, the Articles and the Declaration and to all reasonable rules enacted pursuant to the Declaration. Acquisition, rental, or occupancy of any Unit shall constitute acceptance and ratification of the provisions of all such rules and regulations, and of the Articles, Declaration and these Bylaws. Owners shall be responsible to provide any lessee, guest, licensee or invitee of his or her Unit with a copy of these Bylaws, the Declaration and any rules or regulations adopted in accordance therewith and shall be directly responsible for the acts or omissions of such lessee, guest, licensee or invitee with respect to the same.

9.2 Compensation and Indemnity of Officers and Trustees. No Trustee or officer shall receive any loan from the Association, or shall receive any compensation for services rendered for or on behalf of the Association, except reimbursement according to Article 4.2.3 of these Bylaws. To the maximum extent permitted by law, each Trustee and officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him by judgment or settlement in connection with any proceeding to which he my be a party, or in which he may become involved, by reason of his being or having been a Trustee or officer of the Association, except in cases of fraud, gross negligence or bad faith of the Trustee or officer in the performance of his duties.

9.3 Committees. The Board may, by resolution, designate one or more committees, each of which shall include at least two (2) of the Trustees, and which shall have such powers to act on behalf of the Board as may be set forth in the resolution, subject to prohibitions or limitations imposed by law.

9.4 Notices. Any notice permitted or required to be given by the Development Documents may be delivered whether personally or by mail or as otherwise specifically provided in the Development Documents. If delivery is by mail, it shall be deemed to have been given upon deposit thereof in the United States mail, postage prepaid, addressed to each person at the current address given by such person to the Secretary of the Association or addressed to the Unit of such person if no address has been given to the Secretary.

ADOPTION OF BYLAWS

The undersigned do hereby certify: That the within and foregoing Bylaws were adopted as the Bylaws of said Association on the 1st day of June, 2007, by unanimous vote of the Board of Trustees and that the same do now constitute the Bylaws of said Association.

EXECUTED by the undersigned on the 1st day of June, 2007.

Armax Hedayat, President

Sandra Perez, Secretary

DONNA KAY REED
Comm# DD0608816
Expires 10/25/2010
Florida Notary Assn., Inc

Ordinance No. 06-79

AN ORDINANCE APPROVING THE MINE CART CONDOMINIUM LOCATED AT 553 DEER VALLEY LOOP ROAD, PARK CITY, UTAH

WHEREAS, the owners of the property located at 553 Deer Valley Loop Road have petitioned the City Council for approval of the Mine Cart Condominium Conversion; 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 25, 2006 to receive input on the Mine Cart Condominium Conversion and forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 9, 2006, the City Council approved Mine Cart Condominium Conversion; and

WHEREAS the condominium conversion will allow the sale of each unit separately.

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 Mine Cart Condominium Conversion 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 553 Deer Valley Loop Road.
2. The zoning is Residential Medium Density Development (RM).
3. A duplex is an allowed use in the RM zone.
4. The proposed lot is 7,933.82 square feet in size.
5. The maximum height of the structure is 33'. Typical height is 28'.
6. The front setback is 15', rear setback 10', and side setbacks 5'.
7. Each unit provides two parking spaces, all of which are off-street.
8. Unit A consists of 4,324.05 square feet of private space, and 439.89 square feet of limited common area.
9. Unit B consists of 4,327.30 square feet of private space, and 437.22 square feet of limited common area.
10. Shared common area consists of 3,947.52 square feet of space.
11. A trench for sewer will eliminate the existing retaining wall.
12. The Planning Commission forwarded a positive recommendation for the Mine Cart Condominiums on October 25, 2006.

Conclusions of Law:
1. There is good cause for this Condominium Record of Survey.
2. The Condominium Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Condominium Record of Survey.

4. Approval of the Condominium Record of Survey, 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 Condominium Record of Survey 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 Condominium Record of Survey 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.
3. All standard project conditions will apply as noted in Exhibit B.
4. A single master water meter must be supplied for both units as well as the common landscaping.
5. Final Certificate of Occupancy is conditioned upon Engineering/Building Department approval of the new retaining wall.
6. Covenants, Conditions, and Restrictions (CC&R's) must be amended to include a tie-breaking mechanism.
7. The applicant must consult the Building Department for building sprinkler requirements. Building Department approval of a fire sprinkler plan is required.

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

PARK CITY MUNICIPAL CORPORATION

Dana Williams

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

553 Deer Valley Loop Drive Project Description

7-31-2018

Dee Vee Dee AKT LLC proposes:

- To replace the current record of survey for the Mine Cart Condominiums-- 2-unit Condominium Project on a .182 acre lot, with a standard 2 lot single family subdivision for single family detached homes.
- Proposed Lot 1 fronts 58' on Deer Valley Drive, with a lot area of 3764 square feet.
- Proposed Lot 2 fronts 62' on Deer Valley Loop, with a lot area of 4171 square feet.
- The minimum lot area for single family home construction in the RM zone is 2812 square feet.
- The current 2-unit Mine Cart Condominium ROS was recorded in 2007 but has not been constructed. The current entitlements on the property allow for the construction of a 9528 square foot structure.
- By replacing the approved condominium, the proposed 2 lot subdivision plat would result in a substantial reduction in building massing (from a single 9528 square feet building to two approximately 4000 square foot homes, separated from one another by 1000 square feet of rear yard landscaping).
- The proposed subdivision would allow for the construction of 2 well-configured homes that easily comply with the RM zone height, setbacks and required utility easements.
- As proposed, Lot 1 would enable convenient forward egress onto Deer Valley Drive.

DEE VEE DEE AKT, LLC

17326 Fountain View Drive
San Antonio, Texas 78248
210-393-8099

8-27-2018

To Whom It May Concern:

The 553 Deer Valley Loop property was not developed after the Mine Cart Condominium record of survey was recorded in 2007. Dee Vee Dee AKT LLC, owns 100% of the recorded Mine Cart Condo units and is the exclusive party in interest in the 553 Deer Valley Loop property.

Dee Vee Dee AKT LLC was not the Declarant. The Mine Cart Condominium Owners' Association (COA) Bylaws state that the Declarant's initial control period over the COA expired on the "third anniversary of the recordation of the Declaration," or "after two of the units have been conveyed to owners other than Declarant." (Mine Cart Condominiums Owners Association Bylaws, § 3.8)

On June 1, 2010, the Declarant's initial control period expired. According to the Bylaws, the condo association "shall consist of the two Unit Owners." (Mine Cart Condominiums Owners Association Bylaws, § 3.1). Because both conditions have occurred, Dee Vee Dee AKT LLC is the Mine Cart COA and approves of the project creating two separate single-family lots on the property.

Dee Vee Dee AKT LLC

BY: _____
Jack Lopez, Managing Member

Mine Cart Condominium Owners' Association
Annual Owners' Meeting Minutes
August 28, 2018

The Mine Cart Condominium Owners' Association, met in Park City, Utah at 11:00 am on the 28th day of August 2018.

I. Call to Order
   a. Jack W. Lopez called the meeting to order at 11:02 a.m.

II. Roll Call
   a. All owners present.

III. Vote to Approve the Dee Vee Dee AKT LLC Subdivision
   a. Dee Vee Dee AKT LLC's proposed project to convert the current two-unit condominium into a two-lot single-family subdivision and to rescind the CC&Rs for the condominium upon recording of the new subdivision plat.
   b. Unit A: Yes; Unit B: Yes
   c. The Mine Cart COA unanimously voted in favor of Dee Vee Dee AKT LLC's two-lot single-family subdivision project.

IV. New Business: None

V. Adjournment: 11:10 a.m.

Mine Cart Condominium Owners Association

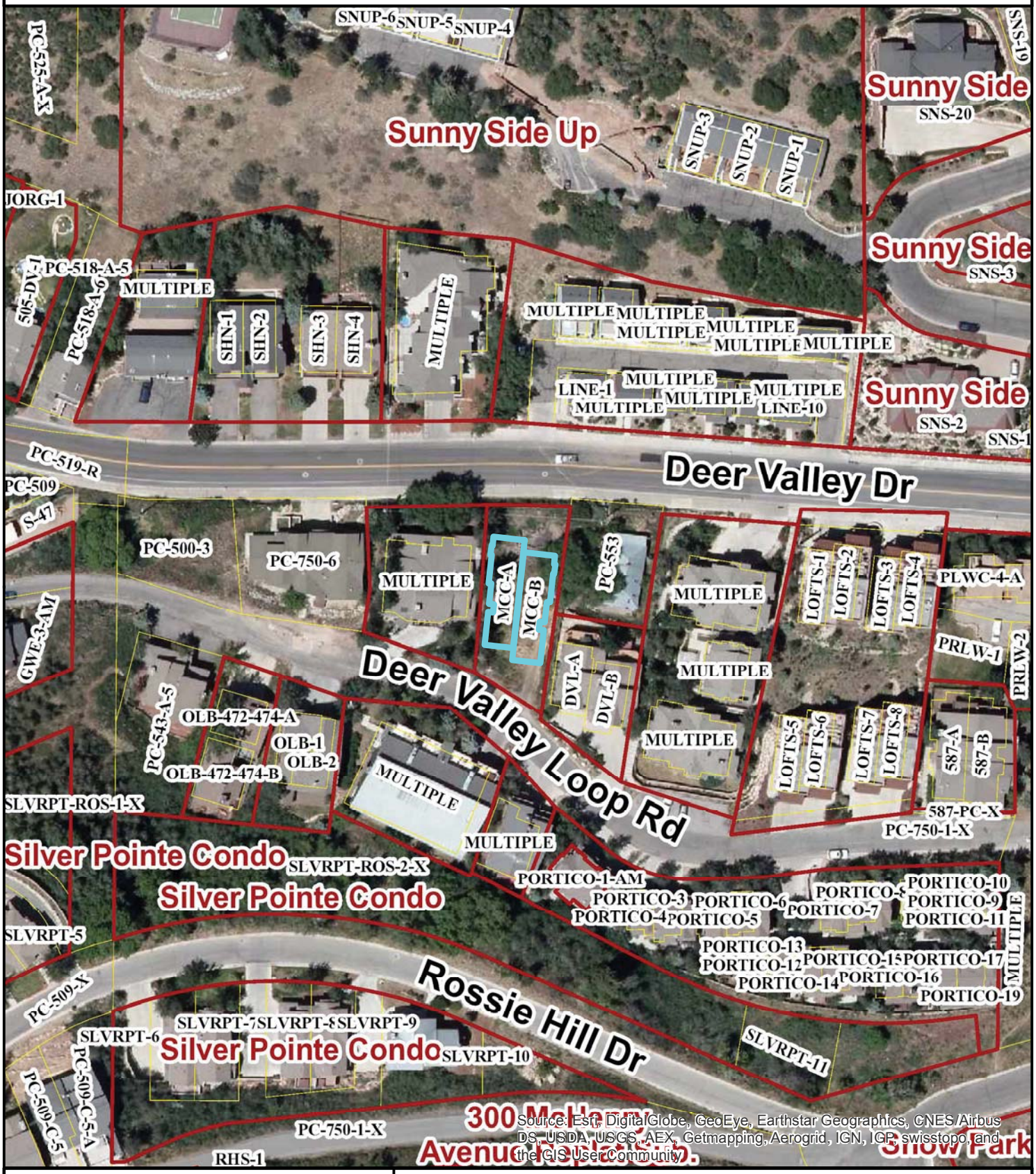
BY:_____
Jack W. Lopez, President MC COA

Exhibit C – Aerial Photograph

553 DEER VLALEY LOOP

Summit County Online Parcel Reference Map

Printed on: 2/9/2015



SUMMIT COUNTY

1 in = 130 feet

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This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, informatio and data obtained from various sources, including Summit County which is not responsible for its accuracy or timeliness.

553 Deer Valley Loop Drive – Panoramic views

Northeast Corner

Northwest Corner

Southeast Corner

Southwest Corner

Council Agenda Item Report

Meeting Date: November 15, 2018
Submitted by: Blake Fonnesbeck
Submitting Department: Transit
Item Type: Staff Report
Agenda Section: NEW BUSINESS

Subject:
Consideration to Authorize the City Manager to Execute an Agreement with Proterra, in a Form Approved by the City Attorney, for the Electric Bus Battery Lease
(A) Public Input (B) Action

Suggested Action:

Attachments:
Proterra Battery Lease Staff Report

Park City Battery Lease

Battery Lease Agreement Appendices and Exhibits

Battery System Warranty

City Council Staff Report

Subject:	**Proterra Battery Lease Agreement**
Author:	**Kory Kersavage, Blake Fonnesbeck**
Department:	**Transit Department**
Date:	**November 8, 2018**
Type of Item:	**Consent Agenda**

Summary Recommendation

Authorize the City Manager to execute an agreement with Proterra, in a form approved by the City Attorney, for the electric bus battery leasing as necessary power storage for the procurement of seven (7) 35-foot battery-electric LOW FLOOR BUSES, and related charging equipment, approved by Council on October 23, 2018.

Executive Summary

The Transit Department has an agreement to lease batteries from the electric bus manufacturer Proterra, Inc. to power the seven (7) newest zero-emission, extended-range, Proterra E2 battery-electric buses. Battery-leasing is a recognized industry best practice for managing dynamic assets. This reduces the City risk in regards to battery longevity and replacement, increasing the newest technology available, versus battery ownership. Similar to the initial 2017 Proterra electric bus procurement, the battery lease will be paid out of the annual operational fund similar to the way diesel fuel is budgeted annually for a diesel bus.

Acronyms

FTA – Federal Transit Administration
UDOT – Utah Department of Transportation

The Problem

Battery ownership is expensive, raising the overall cost of fleet ownership. Limited quantities of owned batteries can fail or have decreased performance over time. New technology can become available, but not cost effective for the City. Leased-batteries can be exchanged out, based upon an “Annual Base Energy Throughput” per bus per year ratio of performance and usage. Agreed upon standards not only protect the City’s battery assets regarding best performance and safe operating, but additionally extends the overall useful life of the City’s growing battery-electric bus fleet by providing the newest battery technology when leased batteries are replaced.

Background

- 2016 Short-Range Transit Development Plan(s) identified that future consideration should be given to electric buses as technology rapidly advances.
- Ongoing continued research of electric bus technology has maintained Proterra to be the sole service provider of battery electric technology fitting the needs of Park City’s unique mountain environment.

- 2017 Park City was awarded 79% funding from a 2016 FTA grant 5339c ("Low-No" grant for buses, related equipment and facilities) $3.9 million for six (6) rapid charge electric buses. This FTA Grant is administered through UDOT. Park City Municipal is responsible for remaining 21% of local matched funding.
- June 2017 Proterra partners with Park City Municipal for a 2nd year on a FTA "Low-No" Grant application.
- 2017 Park City was awarded $500,000 of funding from FTA grant 5339c ("Low-No" grant for buses, related equipment and facilities) for seven (7) extended range electric buses. This FTA Grant is administered through UDOT. Park City Municipal is responsible for the remaining 21% of local matched funding.
- The procurement of electric buses and establishment of a battery leasing program in 2017 presented an opportunity for the City to lease batteries, in lieu of an outright purchase. Using operational funds for leasing batteries over time allows a larger initial capital investment purchase for buses.
- The seven (7) 35 foot EV Proterra buses will be ready for route service early Winter 2019

Date	Item
November 2018	Proterra Battery Lease Agreement and Attachments

Alternatives for City Council to Consider

1. **Recommended Alternative:**
   Lease electric batteries from Proterra
   Pros
   a. Leasing Batteries allow more Capital costs to go towards bus purchases as the cost of the lease is budgeted out of the annual operational/fuel budget.
   b. Leasing provides an assurance that the electric buses will have consistent performance throughout the 12 year useful life of the bus.
   Cons
   a. Electric batteries require a once daily charge, in addition to overnight 'Depot Charger' charging. Electric technology lacks capability to backup and store energy during power outages.

2. **Purchase batteries from Proterra.**
   Pros
   a. Park City will own the batteries.
   Cons
   a. If electric batteries are owned outright then Park City will ultimately be responsible for all costs associated with their maintenance and eventual replacement.
3. **Null Alternative:**
   There is no null alternative

Analysis

As part of the FTA Low-No Grant program, Park City has partnered with Proterra Inc. to procure seven (7) zero emission, extended-range Proterra Catalyst E2 battery-electric buses to replace diesel buses that have reached their useful life of 12 years. The new

E2 buses have a rechargeable electric battery, which will trickle charge overnight via seven (7) individual “Depot Chargers” purchased on the same contract as current bus procurement. Although the range per charge is greatly increased, buses will still need to fast charge a minimum of once per day at the current overhead fast chargers located at either the Old Town Transit Center or the Kimball Junction Transit Center.

Park City Municipal will be leasing the electric bus batteries. Proterra’s proposed total cost for the electric bus battery lease for the life of the seven (7) buses is a non-Capital cost of $2,212,000. This amount will be paid through two payments over the 12 year useful life of the seven (7) buses. Payments will be covered throughout the life of the bus with the overall operational savings from lower maintenance and fuel costs. Leasing the batteries allows Park City Transit to spend less up front capital funds, while protecting battery performance for the useful life of buses.

The initial lease payment for batteries for the first six (6) years is $196,000/each bus or a total of $1,372,000. The second lease payment is in 2023 for $120,000/each bus or a total of $840,000. Each payment term will be six-years for a total combined lease rental term of twelve years, terminating in 2031.

Department Review

The City Manager’s Office, the City Attorney’s Office, and Public Works have reviewed this Staff Report.

Funding Source

The funding for the leasing of the batteries is in the Transit Fund operational account.

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease"), dated as of _____, ___ 2018 (the "Effective Date"), is entered into by and between PROTERRA INC, a Delaware corporation ("Proterra"; and in its capacity as lessor under this Lease Agreement, hereinafter referred to as "Lessor"), with a place of business located at 1815 Rollins Road, Burlingame, California 94010, and PARK CITY MUNICIPAL CORPORATION ("Park City"; and in its capacity as lessee under this Lease Agreement, hereinafter referred to as "Lessee"), with a principal administrative office located at 445 Marsac Avenue, Park City, Utah. Lessor and Lessee are sometimes individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to the terms of one or more separate sales contracts (each as amended, supplemented or otherwise modified from time to time, collectively, the "Sale Contract") entered into between Proterra and Park City on or prior to the date hereof, Proterra as manufacturer of electric buses and related electric battery charging equipment has agreed to sell to CUSTOMER, and CUSTOMER has agreed to purchase, Seven (7) Proterra 35 Ft. Catalyst E2 buses (individually, a "Bus" and, collectively, the "Buses"), and Seven (7) 60 kW Proterra PCS chargers (individually a "Charging Unit" and, collectively, the "Charging Units") for use with the Buses, subject to the terms and conditions of the applicable Sales Contract;

WHEREAS, Proterra is a manufacturer of Catalyst E2 batteries, which are a removable power source necessary for operation of the Buses; and

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, certain Catalyst E2 Batteries for use as a power source for the Buses (the "Batteries"), together with certain related equipment components, each as more particularly described on Exhibit A attached hereto and made a part hereof pursuant to the terms of this Lease (such leased Batteries and related equipment components being referred to herein collectively as the "Equipment"), pursuant to the terms of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. For purposes of this Lease, unless the context requires otherwise, the following terms shall have the following meanings:

"Acceptable Use Parameters" has the meaning ascribed to such term in Section 10.4(d) and Exhibit C.

"Additional Rent" has the meaning set forth in Section 6.1(a).

"Affiliate" means an entity which controls, is controlled by or is under common control with a Party. As used herein, "control" means the possession, directly or indirectly, of the power

to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

"Agreed Rent Adjustment" means the adjustment to any Base Rent as set forth in Section 6.1(b)

"Annual Base Throughput" has the meaning set forth in Section 6.1(a).

"Approvals" means all approvals, consents, permits, licenses and certificates, including all corresponding inspections and authorizations, required by any utility or governmental authority in connection with the transactions contemplated under this Lease.

"Base Rent" has the meaning set forth in Section 6.1(a).

"Batteries" has the meaning specified in the second Whereas clause of this Lease.

"Bus" or "Buses" has the meaning specified in the first Whereas clause of this Lease.

"Charging Units" has the meaning specified in the first Whereas clause of this Lease.

"Claim" has the meaning set forth in Section 8.1.

"Commencement Date" means the date of delivery of the Buses.

"Confidential Information" shall means information disclosed by a Party to the other Party under this Lease and may include, but is not limited to, trade secrets, physical samples, financial, business, sales or technical information, terms of agreements, negotiations or proposals, and such other information disclosed (a) in written or other tangible form and marked "Confidential" or with words of similar import, (b) orally or visually and identified as confidential or proprietary information at the time of disclosure, or (c) under circumstances by which the receiving Party should reasonably understand such information is to be treated as confidential, whether or not marked "Confidential" or otherwise. For clarity, "Confidential Information" includes the terms of this Lease and any information relating to the Equipment and its performance.

"Defaulting Party" has the meaning set forth in Section 10.1.

"Deliverables" means the Equipment, together with any and all ancillary equipment, peripherals, accessories, parts, supplies, software, hardware or other materials from time to time installed by or on behalf of Lessor in respect thereof as necessary or appropriate, as determined in the sole discretion of the Lessor, for the proper monitoring or operation of the Equipment.

"Dispute" has the meaning set forth in Section 12.1.

"Effective Date" has the meaning set forth in the Preamble.

"Environmental Laws" means all federal, state and local laws, statutes, ordinances and regulations (including the United States Code of Federal Regulations), now or hereafter in effect,

in each case as amended or supplemented from time to time, relating to the regulation and protection of human health, safety, the environment and natural resources, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 *et seq.)*, the Hazardous Materials Transportation Act (49 U.S.C. 1801, *et seq.)*, the Resource Conservation and Recovery Act (42 U.S.C. 6901 *et seq.)*, the Toxic Substances Control Act (15 U.S.C. 2601 *et seq.)*, the Clean Air Act (42 U.S.C. 7401 *et seq.)*, the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.)* and the Safe Drinking Water Act (42 U.S.C. 300f *et seq.).*

"Equipment" has the meaning specified in the second Whereas clause of this Lease and includes all alterations, modifications or improvements thereto and all replacements and substitutions in respect thereof.

"Force Majeure Event" means any act, event or condition beyond a Party's reasonable control, including acts of God, fire, explosion, accident, floods, earthquakes, embargoes, epidemics, war, terrorism, nuclear disasters or other similar events.

"Hazardous Materials" means: (a) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under the Environmental Laws; (b) petroleum and petroleum products; (c) asbestos and materials containing asbestos; (d) any other hazardous or radioactive substance, material, pollutant, contaminant or waste; and (e) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring or remediation.

"Interconnection Facilities" means all necessary utility and telecommunications lines and conduits connecting the Charging Units to the Property and all related systems servicing the Property.

"Lease" has the meaning set forth in the preamble.

"Lender" has the meaning set forth in Section 14.9, and includes and successors or assigns.

"Lien" means, with respect to any asset, any mortgage, deed of trust, lien (statutory or otherwise), pledge, charge, security interest, hypothecation, collateral assignment or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to give a security interest in and any authorized filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"Limited Operational Warranty" means Manufacturer's limited operational warranty in respect of the Batteries, providing that the Batteries will, at all times during the duration of such warranty, have an aggregate capacity of equal to or greater than Eighty percent (80%) of the original usable capacity of the Batteries as measured by Manufacturer, as further described and subject to the conditions (including, without limitation, the duration of said warranty) set forth on Exhibit B attached hereto and made a part hereof.

"Losses" means all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder.

"Manufacturer" means Proterra in its capacity as manufacturer of the Buses and/or the Equipment as the context applies.

"Throughput Rent Adjustment" means the additional rent calculated in accordance with Section 6.1(b).

"Property" means the following locations (either owned or leased by Lessee) where Charging Units will be stored or located on the Effective Date: _____, Park City, Utah, and thereafter such other address or addresses in Park City, Utah, as Lessee designates in a writing given by Lessee to Lessor.

"Proprietary Rights" means patents, trademarks, copyrights, trade secrets and any other intellectual or proprietary rights.

"Rent" means each of the Base Rent and Additional Rent, together with any Agreed Rent Adjustment.

"Rental Payments" means all payments of Rent required to be paid by Lessee to Lessor pursuant to the terms of this Lease.

"Rental Term" shall have the meaning specified in Section 2.1.

"Sales Contract" has the meaning specified in the first Whereas clause of this Lease, and includes any and all amendments, supplements or other modifications thereto.

"Storage Site" means the storage facility or other locations where the Buses are to be kept or stored when not in use, which shall be _____, Park City, Utah, as of the Effective Date, and thereafter such other address or addresses in Park City, Utah, as Lessee designates in a writing given by Lessee to Lessor.

"Stipulated Loss Value" shall mean with respect to any Equipment as of any date of determination, an amount equal to the ***greater*** of (a) sum of (i) any unpaid Rental Payments with respect to such Equipment that are then due and unpaid, *plus* (ii) an amount equal to the aggregate amount of all remaining Rental Payments in respect of Base Rent for such Equipment during the entire Term (calculated without giving effect to any termination of this Lease) that would otherwise be payable pursuant to this Lease, and (b) the fair market value of the Equipment as of the date immediately preceding the event giving rise to a Total Loss and any determination of Stipulated Loss Value, as reasonably determined by Lessor.

"Term" or "Term of this Lease" shall mean the Rental Term provided for in this Lease under Section 2.1.

"Total Loss" has the meaning set forth in Section 12.1.

"UCC" or "Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect in the State of California or in any other applicable jurisdiction as the context requires; and any reference to an article (including Article 2A) or section thereof shall mean the corresponding article or section (however termed) of any such applicable version of the Uniform Commercial Code.

ARTICLE II
TERM; NET LEASE

Section 2.1 Lease Term. This Lease shall commence on the Commencement Date and conclude Twelve (12 years) from the Commencement Date (the "Rental Term"), unless terminated in accordance with the provisions of Article X.

Section 2.2 Net Lease. This Lease is a fully net, non-cancelable lease contract which may not be terminated for any reason except as otherwise specifically provided herein. Lessee has no right of prepayment unless agreed to in writing by Lessor. For the avoidance of doubt as set forth elsewhere herein, Lessee shall be responsible for and shall indemnify Lessor against, all costs, expenses and claims of every nature whatsoever arising out of or in connection with or related to the Lease or the Equipment, but excluding however any such cost, expenses or claims to the extent resulting from, as determined by a court of competent jurisdiction in a final, non-appealable order, Lessor's breach of this Lease. Lessee acknowledges and agrees that, upon and after the Commencement Date, its obligations to pay all Rental Payments and other amounts due and owing and perform its obligations hereunder shall be primary, absolute, unconditional, independent and irrevocable and shall not be subject to or affected by (i) any circumstance whatsoever, including, without limitation, any setoff, counterclaim, recoupment, abatement, suspension, reduction, rescission, defense or other right otherwise available to Lessee; or (ii) any defect in the title, merchantability, condition, design, operation or fitness for use of, or any damage to, removal, abandonment, requisition, taking condemnation or loss or theft or destruction of, the Equipment, or any interference, interruption, restriction, curtailment or cessation in or prohibition of the use or possession thereof by the Lessee or any other person for any reason whatsoever. Lessor is not responsible to install (except to the extent expressly provided for herein), test, repair, service, or maintain any Equipment or Deliverables.

ARTICLE III
EQUIPMENT AND OTHER DELIVERABLES

Section 3.1 Ownership; Disclaimer of Interest.

(a) The Parties agree that the Equipment and any Deliverables do not constitute real property or fixtures, regardless of the manner in which the Equipment or Deliverables are installed. The Parties further agree that title to the Equipment and any Deliverables is and shall at all times remain with Lessor for all purposes. Accordingly, Lessor has and will continue to retain throughout the Term of this Lease all benefits as the sole and exclusive owner of the Deliverables (subject to the right of Lessee to use the Deliverables during the Term as provided for below in this Lease), provided that Lessee shall be entitled to all tax depreciation and amortization and other tax benefits associated with ownership of the Equipment, and Lessee shall be solely liable for any taxes attributable to ownership of the Equipment.

(b) EXCEPT FOR THE RIGHTS EXPRESSLY GRANTED TO LESSEE IN THIS LEASE AND IN THE LIMITED OPERATIONAL WARRANTY, LESSEE EXPRESSLY (I) DISCLAIMS AND WAIVES ANY RIGHTS IT MAY HAVE AT LAW OR IN EQUITY WITH RESPECT TO ANY OF DELIVERABLES, INCLUDING ANY CLAIMS FOR BREACH OF WARRANTY (OTHER THAN THE LIMITED OPERATIONAL WARRANTY) AND (II) DISCLAIMS ANY WARRANTY (OTHER THAN THE LIMITED OPERATIONAL WARRANTY) WITH RESPECT TO ANY OF THE EQUIPMENT, EXPRESS OR IMPLIED OR OTHERWISE ARISING AS A MATTER OF LAW OR OTHERWISE. LESSEE ACKNOWLEDGES AND AGREES THAT THE TERM OF THE LIMITED OPERATIONAL WARRANTY IS LIMITED IN DURATION AS EXPRESSLY SET FORTH THEREIN AND LESSOR SHALL HAVE NO OBLIGATION TO LESSEE THEREUNDER UPON THE EXPIRATION OF THE TERM OF SAID WARRANTY. Lessor shall have no liability or obligation to Lessee under the Limited Operational Warranty other than, during the time in which such warranty remains in effect, to either replace, repair or substitute, at Lessor's sole option, any such Battery (or one or more packs within a Battery as determined by Lessor in its sole discretion as necessary to meet the Limited Operational Warranty) not meeting the above Performance Warranty and/or Capacity Warranty (as such terms are defined in the Limited Operational Warranty) with another Battery (or one or more packs within a Battery as determined by Lessor in its sole discretion as necessary to meet the Limited Operational Warranty) that meets such Performance Warranty and Capacity Warranty terms; provided, further that Lessor will have no liability to Lessee under the Limited Operational Warranty where Lessee is not the Manufacturer.

(c) In addition to and not in limitation of the other covenants provided in Article VII, Lessee agrees not to grant or allow any Liens on any of the Equipment or Deliverables.

(d) NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, IN ANY CASE WHERE THE LESSOR IS NOT THE MANUFACTURER (E.G. WHERE ORIGINAL LESSOR HAS ASSIGNED THIS LEASE), LESSOR SHALL NOT BE LIABLE OR OBLIGATED UNDER THE LIMITED OPERATIONAL WARRANTY AND, IN SUCH CASE, LESSEE SHALL LOOK SOLELY TO THE MANUFACTURER WITH RESPECT TO ANY ENFORCEMENT OF THE LIMITED OPERATIONAL WARRANTY.

Section 3.2 Proprietary Rights; License.

(a) All Proprietary Rights in and to the Deliverables shall at all times remain the sole and exclusive property of Lessor. Lessee acknowledges that it may learn certain proprietary information due to its possession of the Deliverables and agrees that such information shall be deemed Lessor's confidential information and Lessee's use thereof shall be in accordance with Section 14.7.

(b) Lessor hereby grants to Lessee, during the Term, a limited, non-exclusive, royalty-free license under Lessor's Proprietary Rights solely as necessary to make use of the Deliverables in connection with the operation of the Buses, in each case solely in connection with the lease of the Equipment as contemplated under this Lease.

Section 3.3 Lessee Obligations Regarding the Deliverables.

(a) Lessee shall provide security for the Buses and the Deliverables at the same level it provides for its own personal property of similar value.

(b) Lessee shall, upon becoming aware, notify Lessor immediately of any issues or potential issues affecting any of the Deliverables of which Lessee becomes aware, including any evidence of malfunction or potential threat to any of the Deliverables.

(c) Lessee shall not, nor shall it permit any of its contractors, employees or other agents to, directly or indirectly, alter, tamper with, damage, misuse, modify or change in any way, or move, remove, repair or attempt to move, remove or repair, any of the Deliverables, or utilize any charging unit other than the Charging Units to charge any of the Batteries, in each case, without Lessor's prior written consent, except for any required maintenance and/or repair of the Equipment as required pursuant to Article V hereof. Further, Lessee shall not remove, tamper with or alter in any way any labels or markings on any of the Equipment or other Deliverables without Lessor's prior written consent.

Section 3.4 Damage to Deliverables. If Lessee, its contractors, employees or other agents damage or misuse any of the Deliverables, Lessee shall be liable to Lessor for the cost of all required repairs and replacements to the Deliverables, including all costs of Lessor incurred in connection with diagnosing the Deliverables. Any amounts payable by Lessee pursuant to this Section 3.4 shall be due within thirty (30) days of Lessee's receipt of any corresponding invoice from Lessor.

ARTICLE IV
PROPERTY AND STORAGE SITE

Section 4.1 Access Rights. Lessee hereby grants to Lessor, its subcontractors and agents the right and/or license to access the Buses, the Property and the Storage Site for purposes of inspecting the Equipment (and any Charging Units used with the Equipment), and following any breach or event that gives rise to a right of termination of this Lease in favor of Lessor pursuant to Article X or any termination of this Lease, for the purpose of de-installing, rendering inoperable and/or removing any of the Deliverables, in each case solely during Lessee's normal business hours or as otherwise mutually agreed between the Parties. For clarity, the foregoing access rights include access to any Interconnection Facilities to the extent necessary or required by Lessor to conduct such inspection. Lessee further consents and agrees that Lender shall be granted access to the Buses, the Property and the Storage Site for the purpose of inspecting and/or, following any breach or event that gives rise to a right of termination of this Lease in favor of Lessor pursuant to Article X or any termination of this Lease, de-installing, rendering inoperable and/or removing any of the Deliverables during Lessee's normal business hours or as otherwise mutually agreed between the Parties.

Section 4.2 Maintenance. At all times during the Term, Lessee shall maintain the Buses, the Property and the Storage Site, in a clean and safe condition free of any obstructions or hazards that may endanger any of the Deliverables or otherwise violate Lessee's obligation under this Lease to protect and maintain the Equipment and Deliverables.

Section 4.3 Change in Conditions. Lessee shall promptly notify Lessor of any material plans to alter the Buses, the Property or the Storage Site or to change its operations at the Property or the Storage Site that could impact the operation or maintenance of any of the Deliverables. Notwithstanding the foregoing, Lessee shall provide Lessor at least thirty (30) days' notice prior to implementing any such changes; provided, however, that any changes (other than those necessary to address emergency, safety or structural concerns) which could damage or otherwise adversely impact the operation, repair, replacement, removal or maintenance of any of the Deliverables shall be subject to Lessor's prior written consent.

ARTICLE V
MAINTENANCE; RETURN OF DELIVERABLES; RISK OF LOSS; TAXES

Section 5.1 Installation; Servicing; Maintenance; Return of Equipment; Etc.

(a) Installation. Lessor shall install the Equipment and other Deliverables on the Buses to be delivered to Lessee pursuant to the Sales Contract on or prior to the Commencement Date. In the case of any required installation of any Deliverables (including any replacement or substitute Equipment in order for Lessor to honor the Limited Operational Warranty during the applicable warranty term as set forth in said warranty) on or following the Commencement Date, Lessee shall make available to Lessor the Buses and a mutually satisfactory lay-down and staging area for such installation, and shall provide to Lessor all information reasonably requested by Lessor to safely, efficiently and effectively accomplish such installation. Lessee shall pay all shipping and delivery charges and other expenses incurred in connection with any servicing of the Equipment and Deliverables provided by Lessor as described in Section 5.1(b) below, and shall be responsible for all installations charges relating to Equipment and the Deliverables, except in any case where the Equipment and Deliverables are installed on the Buses by Lessor prior to delivery to Lessee.

(b) Servicing. During the Term, Lessor shall have the exclusive right to service the Deliverables (which may include installing, replacing, substituting, refurbishing, repairing or removing certain Equipment, Deliverables or related components or other hardware), in each case, solely to the extent necessary, as determined in the sole discretion of Lessor, in order for the Equipment to continue to meet the requirements of the Limited Operational Warranty during the applicable term of such warranty as set forth therein; provided, however, that (i) Lessor shall have no obligation to upgrade the Batteries or expand the energy storage capacity of the Batteries beyond that specified in Exhibit A and in the Limited Operational Warranty unless mutually agreed by the Parties in writing, (ii) the cost of any such services provided by Lessor shall be borne solely by the Lessee, except in the case of any such servicing to the extent necessary, as determined by Lessor in its sole judgment, necessary to meet the Limited Operational Warranty; it being understood that Lessor shall be under no obligation to render any such services in respect of any of the Equipment or Deliverables in the case of any damage or loss caused by the Lessee or otherwise resulting or arising from any circumstances whatsoever (including, without limitation, act of god, theft, accident, vandalism, waste, misuse, failure of Lessee to meet the Acceptable Use Parameters or failure of Lessee to otherwise comply with its obligations under this Lease to safeguard, properly use and maintain the equipment, or as a result of any Casualty as defined below) unless Lessee has made arrangements satisfactory to Lessor in its sole

discretion to reimburse the Lessor for the entire cost of any such services (including, without limitation, any costs of installing, replacing, substituting, refurbishing, repairing or removing any Equipment, Deliverables, or any related components or other hardware), (iii) in the case of any replacement and substitution of any Batteries by Lessor in connection with the rendering of such services by Lessor, such replacement or substituted Batteries shall (A) meet or exceed the specifications for the Batteries as set forth in Exhibit A attached hereto and otherwise be in compliance with the terms of the Limited Operational Warranty, or (B) meet any other specifications as mutually agreed to by the Parties in writing. The Parties shall prepare a mutually agreeable schedule for completion of any such servicing by Lessor provided for above in this Section 5.1(b), and the Parties acknowledge and agree that (1) the operation of the Buses may be interrupted as necessary in order to conduct any such servicing, (2) Lessor shall coordinate with Lessee to determine a schedule for any such interruptions, and Lessor shall use reasonable efforts to attempt to minimize any such disruptions to Lessee, and (3) Lessee shall reasonably cooperate with Lessor in such efforts, it being acknowledged and agreed by Lessee that the services provided for herein will be conducted during normal business hours (unless otherwise agreed to in writing by Lessor), and (4) Lessor may subcontract the provision of any such services or repairs hereunder, including removal of any Deliverables, to any Affiliate or third party (including the Manufacturer); provided, that Lessor shall at all times remain responsible for the performance of the services and repair. Nothing in this Section 5.1(b) is intended to, nor shall it be construed so as to, relieve Lessee of (I) its obligation under this Lease to safeguard, properly use and maintain the Equipment and Deliverables at all times during the Term in accordance with the terms of this Lease, (II) its obligation to pay Lessor any amounts owed under Section 5.2, or (III) its obligation to pay Rent under this Lease; it being understood and agreed that Lessee's obligation to pay Rent under this Lease is not conditioned upon the performance by Lessor of any services provided for herein, nor shall any failure by Lessor to perform such services or to satisfy the Limited Operational Warranty give rise to any claim for breach by Lessee against Lessor under this Lease; it being understood that Lessee shall have no right to suspend performance of, terminate or setoff against any its Rental Payment obligations under this Lease as a result of any failure of Lessor to perform any services or failure of any Equipment to meet the Limited Operational Warranty, but that Lessee's sole recourse in such case shall be to pursue a claim against Lessor under the Limited Operational Warranty to the extent such claim is applicable and otherwise valid under the terms of said warranty.

(c) Maintenance. During the Term of this Lease, Lessee shall, at its own cost and expense, and in accordance with all manufacturer maintenance specifications, (i) keep the Equipment in good repair, condition, operating order and appearance, (ii) make all necessary adjustments repairs and replacements, (iii) not use or permit the Equipment to be used for any purpose for which, in the opinion of the manufacturer, the Equipment is not designed or reasonably suitable, and (iv) furnish all required parts, mechanisms, devices, maintenance and servicing, so as to keep each item of Equipment and any Deliverables in good repair and operating order (ordinary wear and tear excepted) in the same condition and appearance as when delivered to the Lessee. Such parts, mechanisms and devices shall immediately become a part of the Equipment for all purposes hereunder and title thereto shall vest in Lessor. If the manufacturer does not provide maintenance specifications, Lessee shall perform all maintenance in accordance with industry standards for like property.

(d) Notice of Damage or Loss. Lessee shall immediately notify Lessor in writing of all details concerning any damage or loss to the Equipment or Deliverables, including without limitation, any damage or loss arising from the alleged or apparent improper manufacture, functioning or operation of the Equipment.

(e) Return of Equipment. Upon any termination of this Lease prior to the end of the Term (including, without limitation, any termination pursuant to Section 10.3), Lessee shall, at its own expense, assemble, prepare for shipment and promptly (and in any event within thirty (30) days) return the Equipment and Deliverables to Lessor at the location within the continental United States designated by Lessor, unless Lessor otherwise has agreed in writing following such termination to remove the Equipment and Deliverables. Upon any such required return, the Equipment and Deliverables shall be in the same operating order, repair, condition and appearance as on the Commencement Date, except for reasonable wear and tear from proper use thereof. For the avoidance of doubt, the return obligations provided for above in this Section 5.1(e) shall not apply where (i) the Lease has expired at the end of the stated Term (and without any early termination) or (ii) if prior to the end of the stated Term, Lessee has validly exercised any buy-out option to the extent such option is expressly provided for in this Lease.

(f) Compliance with Laws; Manufacturer Guidelines; Etc. With respect to Lessee's use and maintenance of the Equipment and Deliverables, Lessee shall comply with all present and future federal, state, regional and municipal laws, statutes, ordinances, regulations, rules, judicial and similar requirements of all federal, state, regional and municipal governmental agencies, bodies or officials or other governmental entities with legal authority pertaining to the protection of human or wildlife health and safety or the environment, including, without limitation, all Environmental Laws. Further, Lessee shall comply with all Manufacturer's instructions, guidelines and warranty requirements, and with the conditions and requirements of all policies of insurance with respect to the Equipment and this Lease.

(g) Monitoring Equipment. Lessee acknowledges and agrees that Lessor may from time to time install on the Buses or the Equipment, at its sole cost and expense, battery monitoring equipment in furtherance of and for purposes of monitoring the Equipment or otherwise for Lessor's internal purposes. Lessor shall provide Lessee with reasonable advance notice of any required installation of any such monitoring equipment, which notice shall provide reasonable detail regarding the proposed installation schedule and expected approximate timing for completion.

Section 5.2 Risk of Loss on Lessee. During the Term of this Lease and during any period prior to or after the Commencement Date that the date the Equipment and Deliverables are in the possession or control of Lessee following the initial delivery thereof by Lessor to Lessee, Lessee hereby assumes and shall bear all risk of loss for theft, damage or destruction to the Equipment and any Deliverables or caused by the Equipment or any Deliverables to the environment, persons or other property (hereafter, such loss, damage, non-delivery or destruction to the Equipment and/or any Deliverables or caused by the Equipment or any Deliverables to the environment, persons or other property shall be referred to as the "Casualty"), howsoever caused. NO SUCH CASUALTY SHALL IMPAIR ANY OBLIGATION OF LESSEE UNDER THIS LEASE, WHICH OBLIGATION, INCLUDING TIMELY RENTAL PAYMENTS, SHALL CONTINUE IN FULL FORCE AND EFFECT EXCEPT WITH RESPECT TO THE

EQUIPMENT FOR WHICH LESSEE HAS PAID THE STIPULATED LOSS VALUE AS SET FORTH BELOW. Lessee shall promptly (within ten (10) days of the occurrence) notify Lessor in writing of any Casualty to the Equipment or Deliverables or any portion thereof. Lessee shall promptly (and in any event within thirty (30) days of occurrence) repair the Equipment or Deliverables, as applicable, or damaged portion thereof, placing it back in as good or better condition and working order as before the Casualty, assuming the Equipment or Deliverables, as applicable, have been properly maintained as required herein unless it is uneconomical to repair the Equipment or portion thereof or the Equipment or portion thereof is unfit for normal use (in which case it shall be deemed to be a total loss, "Total Loss"). In the event of a Total Loss, Lessee shall, at Lessor's option, (a) replace the Equipment or applicable portion thereof with like-kind property of equal value, acceptable to Lessor, transfer title to same to Lessor free and clear of any claims, liens, security interests or other encumbrances, whereupon such replacement property shall be deemed Equipment hereunder, and continue to pay all obligations without interruption, or (b) pay to Lessor all past due rental payments, taxes (including any transfer taxes), charges and other amounts, plus an amount equal to the Stipulated Loss Value for the Equipment or applicable portion thereof, in which case under this clause (b), upon receipt of all such payments by Lessor from Lessee in immediately available funds, title to the Equipment which is the subject of such Total Loss shall be transferred by Lessor to Lessee.

Section 5.3 Taxes.

(a) Unless not permitted by law, Lessee shall file directly with all appropriate taxing authorities all declarations, returns, inventories and other documentation with respect to any personal property taxes (or any other taxes in the nature of or imposed in lieu of property taxes) due or to become due with respect to the Equipment or this Lease, and (ii) if not so permitted by law, to promptly notify Lessor and provide it with all information required in order for Lessor to timely file all such declarations, returns, inventories, or other documentation, and (iii) to pay on or before the date when due all such taxes assessed, billed or otherwise payable with respect to the Equipment directly to the appropriate taxing authorities,

(b) Lessee shall be responsible for identifying and paying, and shall indemnify Lessor for, all taxes and other governmental fees and charges (and any penalties, interest and other additions thereto) that are imposed with respect to this Lease, the transactions and payments contemplated by this Lease and the Equipment; including, without limitation, all state or local taxes, other governmental fees or charges (other than any income taxes applicable to Lessor) are now or hereafter imposed upon Lessor as a result of this Lease, the transactions and payments contemplated hereunder and the Equipment, such taxes, fees and charges shall be paid by Lessee promptly following written notice by Lessor to Lessee of the imposition of any such taxes, fees or charges.

ARTICLE VI
RENT

Section 6.1 Rent.

(a) Base Rent. In consideration of the lease by Lessor to Lessee of the Equipment hereunder, Lessee shall pay to Lessor in advance as base rent (such rent being referred to herein

as the "Base Rent") the amount of (i) One Hundred Ninety-Six Thousand Dollars ($196,000) per Bus, due and payable by Lessee to Lessor in full on the Commencement Date, and (ii) One Hundred Twenty Thousand Dollars ($120,000) per Bus, due and payable by Lessee to Lessor in full on the first business day following the sixth anniversary of the Commencement Date, such base rent being calculated assuming kWh usage of One Hundred Thousand Three Hundred and Thirty Three (133,333) kWh throughput per Bus per year ("Annual Base Throughput"), together with any applicable Rental Adjustment as provided below.

(b) Additional Rent. In the event that during the Rental Term the kWh throughput of any Bus in any rental year exceeds the Annual Base Throughput, for each kWh in excess of the Annual Base Throughput, Lessee shall pay to Lessor as additional rent (which shall be in addition to the Base Rent; such additional rent being referred to herein as "Additional Rent") of Twenty cents ($0.20) per kWh throughput per Bus in excess of the Annual Base Throughput ("Throughput Rent Adjustment"), which Additional Rent shall be due and payable annually as provided in Section 6.1(c) below. The Base Rent may also be increased through mutual written agreement of the Parties ("Agreed Rent Adjustment"). Any such Throughput Rent Adjustments are intended to compensate Lessor for any diminution in the value of the Batteries due to excessive throughput during the Term, but the payment thereof shall not impair the ability of Lessor to assert and recover on any indemnity claims under Section 8.2 for any additional damages, liability or costs to Lessor, including, without limitation, for any damage or loss with respect to the Equipment or for any failure by Lessee to at any time adhere to the Acceptable Use Parameters.

(c) Any Additional Rent applicable to any Bus for any Annual Period shall be due and payable by Lessee to Lessor annually by no later than the fifth (5) business day after the end of the each anniversary of the Commencement Date (or, if this Lease is terminated prior to the end of any such term, within five (5) business days following such termination date). Any Agreed Rent Adjustment shall be due and payable on the dates specified by the Parties in the written agreement evidencing such fees relate, with the payment by Lessee to Lessor of all such Rent and Rent Adjustments to be made by deposit of funds or wire transfer to the following account of Lessor (or to such other account as Lessor may notify Lessee in writing at any time on or after the date of this Lease):

Bank Name: Silicon Valley Bank (SVB)
Bank Address: 3005 Tasman Drive, Santa Clara, CA 95054
Bank Contact: Dawn McFadden, 404.264.8328
ABA Number: 121140399
Beneficiary Account: 3301048094
Beneficiary Name: Proterra Inc.
Beneficiary Address: 1 Whitlee Ct., Greenville, SC 29607

(d) Lessor shall provide to Lessee with an invoice setting forth the Base Rent for the then current term, and a supplemental invoice covering any Additional Rent or Rent Adjustments, provided that the failure of Lessor to so provide such invoice shall not relieve Lessee of its obligation to pay all such rent on the date when due, and any Rent Adjustment when due and payable as provided in Section 6.1(c) above. In the event Lessee disputes in good faith any invoiced amount in respect of any Additional Rent or Rent Adjustment, Lessee shall

pay the undisputed portion of such invoice by the due date notwithstanding such Dispute. Following the resolution of any Dispute pursuant to Article XII, Lessee shall make outstanding payments, if any, within twenty (20) days of such resolution.

Section 6.2 Payments Non-Refundable and Free of Withholding; Setoff. All payments of Rent, when paid by Lessee to Lessor shall be fully earned and non-refundable. All payments in respect of the Rent shall be made free of any withholding, deduction or set-off by Lessee, all of which are hereby waived. Lessee agrees to deliver to Lessor any customary tax forms as requested in order to ensure payments are made free of withholding.

ARTICLE VII
REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 7.1 Mutual. Each Party represents, warrants and covenants to the other Party that: (a) it is a legal entity, duly organized, validly existing, and in good standing; and (b) the execution, delivery and performance of this Lease (i) is within its powers, (ii) has been duly authorized by all requisite action, (iii) is legal, valid, binding and enforceable against it, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditors' rights generally, and (iv) will not violate any law, rule, regulation, agreement, lease, contract or other document to which it is a party or by which any of its assets may be bound or affected.

Section 7.2 By Lessee. Lessee further represents, warrants and covenants to Lessor that:

(a) it is the sole and exclusive owner of the Buses, the Charging Units, the Property and the Storage Facility;

(b) the Buses and the Storage Site are free of any Hazardous Materials as of the Effective Date, and Lessee will not introduce any Hazardous Materials to the Buses or the Storage Site at any time during the Term;

(c) Lessee will at all times during the Term (i) continue to display the Manufacturer's logo and name on the Buses and Charging Units in the form provided by Manufacturer to Lessee, and (ii) comply with any and all required training and certification of its bus drivers, and all operation and maintenance guidelines of Manufacturer regarding the Buses and/or the Charging Units, in each case as set forth in or required pursuant to the applicable Sales Contract.

(d) Lessee has sufficient appropriated funds sufficient in amount to make all Rental Payments required under this Lease throughout the Term, and as long as Lessee continues to have sufficient appropriated funds to make all Rental Payments required under this Lease throughout the Term, Lessee will keep this Lease in effect through the entire Term and make all payments required herein. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Batteries to be included in the Buses which are the subject of this Lease for the entire Term to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Batteries to be included on the Buses for the duration of the Term. Lessee shall take commercially reasonable efforts to appropriate funds as necessary to allow Lessee to continue to make all Rental

Payments required under this Lease; provided, however, if the appropriation of funds by Lessee necessary to make Rental Payments under this Lease ceases to continue, Lessee shall notify Lessor of such termination at least thirty (30) days prior to such cessation of appropriations and this Lease will terminated in accordance with Section 10.3 and Lessee will pay to Lessor the fees and other amounts specified in Section 10.3.

(e) (i) Lessee understands and agrees that Lessor makes no representations or warranties as to (A) Lessee's tax treatment under this Lease or with respect to the Equipment, or (B) Lessee's ability to qualify for any federal, state or local funds or grants or other governmental benefits in respect of this Lease or the Equipment, (ii) Lessee is relying on its own tax, accounting and legal advisors (and not on Lessor or any of Lessor's agents or advisors) to make all determinations as to Lessee's tax treatment under this Lease and with respect to the Equipment and whether or not Lessee qualifies for any federal, state or local funds or grants or other governmental benefits in connection with this Lease or the Equipment, and (iii) Lessee's obligation to pay Rent hereunder is not contingent on Lessee achieving any particular tax treatment or receiving any federal, state or local funds or grants or other governmental benefits in respect of this Lease or the Equipment, and (iv) this Lease is intended to create a multiple-fiscal year direct debt or financial obligation of the Lessee.

(f) Lessee and the responsible financial officer of Lessee shall do all things lawfully within their respective power to obtain and maintain funds from which the Rent may be made, including making provision for such Rent to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

(g) If this Lease is terminated for non-appropriation of funds, Lessee agrees, to the extent permitted by law, that Lessee will not expend funds for the purchase or use of equipment performing functions similar to those performed by the Equipment for a period of ninety (90) days following such termination of this Lease.

Section 7.3 Additional Covenants. Lessee further covenants and agrees as follows:

(a) Use of Equipment, Buses and Charging Units. Lessee shall (i) use the Buses solely to enable Park City Transit (a mass transit district created and established by Lessee to provide municipal bus transportation services) solely within the areas of Park City Transit (ii) observe and adhere to the operating procedures, warranties and guidelines with respect to the Buses and the Charging Units as issued by Manufacturer and furnished by Lessor (or Manufacturer) to Lessee in connection with this Lease and/or the Sales Contract, and (iii) comply at all times with all other Acceptable Use Parameters.

(b) Confidentiality. All intellectual property relating to the Deliverables and all other intellectual property of Lessor is and shall remain the sole property of Lessor, and Lessee shall not infringe upon, misappropriate, disclose, use (other than as expressly permitted in this Lease) or reverse engineer any such intellectual property or Deliverables. The terms of this Lease and all information of Lessor shall be held by Lessee, its employees, officers, directors, agents, and representatives in strict confidence, and Lessee shall take all reasonable precautions to prevent the terms of this Lease and any such proprietary, confidential, or sensitive information of Lessor

received thereby from being divulged to any entity or person for any purpose other than as reasonably necessary to perform this Lease or as required by law. Lessee, its employees, officers, directors, agents and representatives shall only use such proprietary, confidential, or sensitive information of Lessor strictly in connection with the performance of this Lease and for no other purpose.

(c) Inspection. During the term of this Lease, Lessor shall have the right to inspect all Deliverables, the Buses and the Charging Units during normal business hours upon prior reasonable notice. Lessee agrees to make available to Lessor upon request any and all (i) records, logs and other reports produced by it or any third party in respect of the Deliverables, the Buses or the Charging Units and/or the operation, maintenance and utilization thereof, and (ii) accident/incident reports produced by it or any third party in respect to the Deliverables, the Buses or the Charging Units.

(d) Alteration. Lessee shall not, directly or indirectly, modify, repair, move, remove, alter, add to or otherwise tamper with (or allow any other party to modify, repair, move, remove, alter, add to or otherwise tamper with) the Equipment in any manner without Lessor's prior written consent; provided, however, that the foregoing shall not preclude Lessee from (i) taking all reasonable action necessary in response to emergency or safety issues with respect to the Buses, the Property or the Storage Facility, (ii) fulfilling its maintenance and repair obligations under Section 5.1. Any modifications, alterations, or additions to the Equipment that are approved by Lessor shall become and remain the property of Lessor. Lessee shall not remove any labels or insignias affixed to the Equipment by Lessor. Further, Lessee shall not, directly or indirectly, alter or add (or allow any other party to alter or add) to the Charging Units or the Buses in any way which does or could reasonably be expected to have a material adverse impact on the operation (including, without limitation, storage capacity and battery life) of the Equipment, in each case, without the prior written approval of Lessor.

(e) Damage to, Theft or Destruction of the Equipment. If all or any part of the Deliverables is at any time lost, stolen, destroyed, or damaged (whether occasioned through the fault of Lessee or otherwise, Lessee will give Lessor prompt notice of such event. Lessee shall be responsible for any and all loss, theft, destruction and damage to the Deliverables (whether occurring by reason act of god, with or without the fault of Lessee or for any reason whatsoever) during the Term or otherwise at any time that the Deliverables are installed on the Buses, including, without limitation, in each case, to the extent resulting from any misuse of the Deliverables by Lessee or failure to comply with any Acceptable Use Parameters, and/or Lessee's failure to otherwise comply with its covenants and other obligations in respect of the Deliverables, the Charging Units or the Buses as set forth in this Lease, excluding ordinary wear and tear within the operational parameters set forth herein. Lessee will promptly and in any event within thirty (30) days after such event, repair or replace such Deliverables, or in the case of a Total Loss in respect of any Equipment (whether occasioned by damage, theft, destruction or otherwise) pay to Lessor the Stipulated Loss Value, in accordance with Section 5.2, and all Rent will continue to apply and be due and payable at all times from and after the date hereof, unless and only to the extent that the Buses become inoperable as a result of a failure by Lessor to provide Batteries that meet the Limited Operational Warranty during the warranty term as set forth in said warranty (in which case such Rent shall be reduced proportionally to the extent and only for so long as any Bus or Buses are or remain inoperable as a result of such failure by

Lessor to satisfy the Limited Operational Warranty during the warranty term as set forth in said warranty), (iii) to the extent Lessee receives any insurance proceeds under any insurance policies of Lessee required under Article XI covering the Equipment, such proceeds will be retained by Lessee and applied to satisfy its repair and replacement obligations under this Lease, except in the case of any Total Loss of any Equipment, in which case such proceeds shall immediately upon receipt thereof by Lessee be paid to Lessor and applied to the Stipulated Loss Value payment obligation owing by Lessee to Lessor as a result of such Total Loss, and (iv) no such loss, theft, destruction, or damage to any Deliverables will impose any obligation on Lessor to replace, substitute or repair any such Deliverables, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage.

ARTICLE VIII
INDEMNIFICATION

Section 8.1 By Lessor. Lessor shall defend, indemnify and hold harmless Lessee, its Affiliates and its and their officers, directors, employees, agents, successors and assigns from and against all Losses to the extent incurred under any third-party claim, suit, action or proceeding (each, a "Claim") resulting from:

(a) bodily injury (including death) or damage to real or tangible personal property to the extent caused by the willful or grossly negligent acts of Lessor;

(b) Lessor's breach of any of its obligations under Article V or;

(c) Lessor's breach of its confidentiality obligations hereunder; and

(d) Any claim by a third party that the Equipment, as installed and maintained by or on behalf of Lessor, infringes, misappropriates or otherwise violates any such third party's Proprietary Rights.

Section 8.2 By Lessee. In addition to and not in limitation of the indemnity provided for in Section 7.5(e), Lessee shall defend, indemnify and hold harmless Lessor, its Affiliates and its and their officers, directors, employees, agents, successors and assigns from and against all Losses to the extent incurred under any Claim resulting from:

(a) bodily injury (including death) or damage to real or tangible personal property (including damage to any of the Deliverables) caused by Lessee's use, storage, maintenance, repair or operation of any of the Buses, the Charging Units or the Deliverables, excluding (i) ordinary wear and tear with respect to the Deliverables as used within the Acceptable Use Parameters set forth herein, (ii) any such loss, theft, destruction or damage to the extent caused by Lessor;

(b) Lessee's breach of any of its obligations under Article III, Article IV, Article VI, or Section 7.3, any misuse of the Equipment by Lessee, or any failure by Lessee to adhere to the Acceptable Use Parameters, and

(c) Lessee's breach of its confidentiality obligations hereunder.

Section 8.3 Indemnification Procedures. The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any Claim and cooperate with the indemnifying Party at the indemnifying Party's sole cost and expense. The indemnifying Party shall immediately take control of the defense and investigation of such Claim and shall employ counsel of its choice to handle and defend the same, at the indemnifying Party's sole cost and expense. The indemnified Party's failure to perform any obligations under this Section 8.3 shall not relieve the indemnifying Party of its obligations under this Article VIII except to the extent that the indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified Party may participate in and observe the proceedings at its own cost and expense.

ARTICLE IX
LIMITATION OF LIABILITY

Section 9.1 Disclaimer of Certain Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS LEASE OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE X
TERMINATION: EFFECT OF TERMINATION AND EXPIRATION

Section 10.1 Termination for Cause. Either Party may terminate this Lease, or suspend its performance hereunder, if the other Party (the "Defaulting Party"):

(a) commits a material breach of this Lease and such breach is not cured within thirty (30) days following notice thereof or breaches in any material respect any of its representations and warranties in Article VII; provided, however, that (i) any breach of Section 3.3(c), Section 5.1 (excluding Section 5.1(b) as it relates to any services to be provided by Lessor), Section 5.3, Section 7.3(d) or Article XI shall not be subject to any opportunity to cure, (ii) any breach of Section 6.1 by Lessee must be cured within three (3) business days, (iii) breaches affecting a Party's Confidential Information or Proprietary Rights, to the extent curable, must be cured within a five (5) day period, and (iv) any breach by Lessor as a result of a Lender's exercise of its rights under Section 14.9 shall be subject to the cure period set forth in Section 14.9; or

(b) (i) becomes insolvent or the subject of any proceedings under any bankruptcy, insolvency or liquidation laws, which proceedings are not resolved favorably to the Defaulting Party or dismissed within sixty (60) days, (ii) makes a general assignment for the benefit of creditors, (iii) ceases conducting business in the normal course or (iv) has a material portion of its assets attached (each of the foregoing events in the immediately preceding clauses (i) through (iv) being referred to as a "Bankruptcy Event").

Section 10.2 No Termination without Cause. Neither Party may terminate this Lease without cause at any time during the Term.

Section 10.3 Termination for Non-Appropriation of Funds. If the appropriation of funds by Lessee necessary to make Rental Payments under this Lease ceases at any time, then on the date in which such appropriations are no longer available to make ongoing Rental Payments contemplated hereunder this Lease shall terminate; provided that (a) such termination shall not relieve Lessee of its obligations to pay Lessor any outstanding unpaid Rent then owing for periods prior to such cessation, and Lessor shall not be obligated to refund any Rent previously paid by Lessee to Lessor, and (b) Lessee shall timely comply with its return obligations under Section 5.1(e). Lessee shall notify Lessor in writing of any such non-allocation of funds at the earliest date possible and in any event at least thirty (30) days prior to the date such cessation of appropriations would take effect.

Section 10.4 Additional Termination. Lessor shall have the right, in its sole discretion. to terminate this Lease if any of the following events occur:

(a) Lessee fails to pay in full the purchase price for the Buses and the Charging Units when due in accordance with the terms of the applicable Sales Contract or otherwise fails to comply with the terms of the Sales Contract;

(b) Lessee discontinues the use of the Buses;

(c) all of the Buses are stolen, lost or destroyed; or

(d) the Buses, the Charging Units and/or Equipment are operated or utilized in a manner (as determined by Lessor in good faith based upon its monitoring data or other information available to it) during the Term that does not comply with the acceptable use parameters as set forth on Exhibit C hereto ("Acceptable Use Parameters").

Section 10.5 Effects of Termination or Expiration; Lessee Purchase Right.

(a) If (i) this Lease expires, (ii) Lessee or Lessor terminates this Lease for cause pursuant to Section 10.1, (iii) this Lease terminates pursuant to Section 10.3, or (iv) this Lease terminates pursuant to Section 10.4, then Lessee shall comply with its return obligations under Section 5.1(e), and Lessor shall also have the right (or the obligation, as a result of Lessee's termination of this Lease for cause pursuant to Section 10.1) to uninstall the Deliverables from the Buses and take back possession and custody of the Deliverables in accordance with a schedule to be mutually agreed between the Parties, but in no event more than forty-five (45) days (or such later date as may be agreed to in writing by the Parties) following such expiration or termination. Lessor shall be liable for all costs and expenses in connection with the foregoing uninstallation and removal if the Agreement expires or Lessee terminates the Agreement pursuant to Section 10.1 as a result of a breach by Lessor or a Bankruptcy Event in respect of Lessor. Lessee shall be liable for all costs and expenses in connection with the foregoing uninstallation and removal if the Agreement is terminated by Lessor pursuant to Section 10.1 as a result of a breach by Lessee or a Bankruptcy Event in respect of Lessee, or if the Agreement terminates pursuant to Section 10.4. Lessee agrees to fully cooperate with Lessor in such uninstallation and removal, to turn over to Lessor all Deliverables in its possession, and to grant Lessor access to the Buses and the Storage Facility as necessary to accomplish such uninstallation and removal. Lessee acknowledges and agrees that Lessor shall have the right to

render the Batteries inoperable (which may be done either remotely or by direct access to the Batteries) at any time following (i) any termination or expiration of this Lease, (ii) any failure by Lessee to timely pay any Rent when due for so long as such failure is continuing, or (iii) the occurrence and during the continuance of any other event that gives Lessor the right to terminate this Lease.

(b) Within thirty (30) days following the expiration or termination of this Lease, Lessee shall pay to Lessor all outstanding Rent accrued prior to such expiration or termination.

Section 10.6 Contract Renewal Option. At the end of the stated Term of this Lease, the Parties may mutually agree to enter into a new lease arrangement providing for new leased batteries and related deliverables for one or more of the Buses, upon terms and subject to conditions mutually agreed upon at the time by the Parties, as evidenced by a separate written agreement entered into by the Parties.

Section 10.7 No Prejudice. Termination of this Lease pursuant to its terms, in whole or in part for any reason, shall not affect any liabilities or obligations of either Party arising before such termination or out of events causing such termination, or any damages or other remedies to which a Party may be entitled under this Lease, at law or in equity.

Section 10.8 Survival. The provisions of this Lease which, by their nature and content, are intended, expressly or impliedly, to continue to have effect notwithstanding the termination or expiration of this Lease shall survive and continue to bind the Parties, including Article I, Article VIII, Article IX, Article XII, Article XIV, Section 3.1, Section 3.2(a), Section 7.3(b), Section 3.4, Section 6.2, Section 7.3, Section 10.5, Section 10.6, Section 10.8 and this Section 10.8 and, for so long as any of the Equipment remains on any of the Buses and has not been returned to Lessor, Section 3.3, Section 5.1, Section 5.2, Section 5.3, Section 7.3 and Article XI.

ARTICLE XI
INSURANCE

Section 11.1 Insurance Requirements. At all times during the Term, Lessee shall maintain, at its sole cost and expense:

(a) commercial general liability insurance, including contractual liability, with a per-occurrence limit of not less than One Million Dollars ($1,000,000) for bodily injury and/or property damage; and

(b) Lessee will, at Lessee's sole cost, cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Buses, the Charging Units and the Equipment, with all such coverages in respect of the Equipment to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease, and to be in such forms, to cover such risks, and with such insurers, as are acceptable to Lessor. Lessee will cause Lessor to be the named as additional insured and loss payee on such policies as its interest under this Lease may appear with respect to the Equipment. Insurance proceeds from insurance policies relating to casualty and property damage losses in respect of the Equipment will, to the extent permitted by law, be payable to Lessor. Lessee will deliver to Lessor copies of

the policies or evidences of insurance satisfactory to Lessor, if any, together with receipts for the initial premiums, certificates of insurance naming Lessor as loss payee and additional insured and evidence of endorsements to such policies in form and substance reasonably acceptable to Proterra, on or before the Commencement Date. Any renewal policies in respect of the above required insurance, together with receipts showing payment of the applicable premiums, will be delivered to Lessor at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) days' written notice prior to cancellation or alteration of any policy covering the Equipment.

(c) workmen's compensation insurance covering all employees working on, in, or about the Buses or the Charging Units, and will require any other person or entity working on, in, or about the Equipment or the Charging Units to carry such coverage.

Lessee shall, upon Lessor's request from time to time, furnish to Lessor a certificate evidencing such coverages.

Section 11.2 Additional Requirements. Lessee shall provide Lessor prompt written notice of any material changes to, and at least thirty (30) days prior written notice of any proposed cancellation or replacement of, any of the insurance policies required herein to be carried by the Lessee.

ARTICLE XII
DISPUTE RESOLUTION

Section 12.1 Dispute Resolution Procedure. Any dispute, controversy or claim arising out of, relating to or in connection with this Lease (or the breach or validity thereof) or the performance of any obligations hereunder (each, a "Dispute"), shall be resolved in the manner described in this Article XII.

Section 12.2 Escalation of Disputes.

(a) All Disputes shall be initially referred to the appropriate manager/supervisory level personnel for resolution. If such personnel are unable to resolve such Dispute within ten (10) days (or such longer period as the Parties may mutually agree in writing) after referral of the matter to them, then either Party may request in writing that the Dispute be escalated.

(b) Promptly after receipt of written notice of escalation by either Party pursuant to Section 12.2(a), the Parties shall submit the Dispute to the appropriate senior management of the Parties for resolution. If senior management is unable to resolve the Dispute within five (5) business days (or such longer period as the Parties may mutually agree in writing) from the date such Dispute was submitted for consideration, then either Party may litigate such Dispute in the courts provided for in Section 14.6 hereof.

Section 12.3 Injunctive Relief. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Lease were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each Party will have the right to apply

at any time to a judicial authority for appropriate injunctive relief (or other interim or conservatory measures).

ARTICLE XIII
CONDITIONS PRECEDENT TO EFFECTIVENESS

This Lease shall become effective upon the satisfaction of the following conditions precedent: (a) the Parties hereto shall have duly executed and delivered a counterpart of this Lease, and (b) the Sales Contract shall have been duly executed and delivered by Park City and Proterra, and Park City shall have paid to Proterra the entire purchase price required to be paid pursuant to the terms thereof.

ARTICLE XIV
MISCELLANEOUS

Section 14.1 Interpretation. All Section and Exhibit references herein are to Sections and Exhibits of this Lease. The Section headings in this Lease are for reference purposes only and may not be construed to modify or restrict any of the terms of this Lease. This Lease will be deemed to have been written by both Parties. Unless the context requires otherwise, (a) "including" (and any of its derivative forms) means including but not limited to, (b) "may" means has the right, but not the obligation to do something and "may not" means does not have the right to do something, and (c) "will" and "shall" are expressions of command, not merely expressions of future intent or expectation.

Section 14.2 No Construction Against Drafting Party. The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Lease and that this Lease shall not be construed against any party merely because this Lease or any of its provisions have been prepared by a particular party.

Section 14.3 Entire Agreement. This Lease, together with the Schedules and Exhibits attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof, superseding any prior agreement or representation, oral, electronic, or written.

Section 14.4 Amendment; Modification; Waiver. This Lease may not be modified or amended, except in a writing signed by duly authorized representatives of both Parties. No waiver of any breach or provision of this Lease will be binding unless it is in a writing signed by a duly authorized representative of the waiving Party. The waiver, or failure to enforce, any right resulting from any breach or provision of this Lease will not be deemed a waiver of any right relating to a subsequent breach, any other provision or any other right hereunder.

Section 14.5 Severability. If for any reason a court of competent jurisdiction finds any provision of this Lease to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of the Agreement will continue in full force and effect.

Section 14.6 Governing Law; Venue; Consent to Service of Process; Waiver of Jury Trial.

(a) This Lease will be governed by and interpreted in accordance with the laws of the State of California, without regard to any conflicts of laws principles.

(b) OTHER THAN AS NECESSARY TO ENFORCE ANY FINAL JUDGMENT, AWARD, OR DETERMINATION (INCLUDING, WITHOUT LIMITATION, ANY ACTION FOR REPLEVIN IN RESPECT OF ANY OF THE DELIVERABLES BROUGHT BY LESSOR), ANY ACTION BROUGHT PURSUANT TO OR IN CONNECTION WITH THIS LEASE OR ANY DISPUTE (AS DEFINED ABOVE) SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED IN THE NORTHERN DISTRICT OF CALIFORNIA, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE PERSONAL JURISDICTION AND WAIVE ANY OBJECTIONS TO VENUE OF SUCH COURTS.

(c) THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, (I) ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE IN ANY COURT REFERRED TO IN SECTION 14.6(B), AND (II) THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT. EACH PARTY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.12. NOTHING IN THIS LEASE WILL AFFECT THE RIGHT OF ANY PARTY HERETO OR THERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(d) THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTES UNDER THIS LEASE.

Section 14.7 Confidentiality.

(a) Each Party shall keep confidential and shall not use, make available or disclose any Confidential Information of the other Party. Notwithstanding the foregoing, Confidential Information may be disclosed on an as needed basis to (i) Affiliates, personnel, subcontractors and/or agents of the receiving Party as required for the purpose of fulfilling the receiving Party's obligations under this Lease, (ii) to Manufacturer to enable Manufacturer to perform any repair or maintenance services contracted therefore or fulfil any of its warranty obligations in respect of the Equipment under the Limited Operational Warranty, and (iii) in case of Lessor to (A) any of its permitted assigns in connection with any assignment by Lessor of this Lease or (B) to any Lender (as defined below) that is bound by similar confidentiality restrictions as contained herein. Each Party shall ensure that any Confidential Information it discloses in accordance with this Section 14.7(a) is treated as confidential by the person or entity to whom it is disclosed and shall require such person or entity to enter into a confidentiality agreement which imposes confidentiality obligations no less protective of the Confidential Information than those imposed under this Lease.

(b) The provisions of this Section 14.7 shall not apply to any Confidential Information which: (i) is or becomes commonly known within the public domain other than by breach of this Lease or any other agreement that the disclosing Party has with any party; (ii) is obtained from a third party who is lawfully authorized to disclose such information free from any obligation of confidentiality; (iii) is independently developed without reference to any Confidential Information; or (iv) is known to the receiving Party without any obligation of confidentiality prior to its receipt from the disclosing Party.

(c) Nothing in this Section 14.7 shall prevent either Party from disclosing Confidential Information where it is required to be disclosed by judicial, administrative, governmental or regulatory orders; provided, however, that each Party shall, if legally permitted, give the other Party prior notice, as soon as possible, of such required disclosure so as to enable the other Party to seek relief form such disclosure requirement or to take measures to protect the confidentiality of the disclosure.

(d) The receiving Party shall immediately inform the disclosing Party in the event that it becomes aware of the possession, use or knowledge of any Confidential Information of the disclosing Party by any person or entity not authorized to possess, use or have knowledge of such Confidential Information and shall, at the request of the disclosing Party, provide such reasonable assistance as is required by the disclosing Party to mitigate any damage caused thereby.

(e) Failure by a Party to comply with this Section 14.7 shall constitute a material breach of this Lease.

Section 14.8 Assignment; Successors and Assigns. Lessee may not assign this Lease, by contract, operation of law or otherwise, without the prior written consent of Lessor. Lessor may assign this Lease or any of its rights and obligations under this Lease to any Affiliate or third party upon written notice to Lessee, and Lessor may further collaterally assign this Lease and/or any of its rights hereunder in favor of Lessor's Lender. Any attempted assignment in violation of the foregoing shall be null and void. All provisions of this Lease by and for the benefit of the Parties shall bind and inure to the benefit of their respective successors and permitted assigns. In connection with any assignment of this Lease by Lessor, Lessee agrees upon request to promptly execute and delivery a customary acknowledgement of assignment in form and substance reasonably satisfactory to Lessor.

Section 14.9 Lender Rights; Third Party Beneficiary. Lessee acknowledges that Lessor may at any time grant to any third-party lender ("Lender") a lien on or security interest in all or any part of the Deliverables, it rights under this Lease (including any rights to payment of Rent or other amounts). Accordingly, upon receipt of a written notice from Lender certifying that an event of default under the applicable loan agreement, credit agreement or security agreement between Lessor and Lender has occurred (a) upon demand by Lender that Lessee make payment of Rent or other amounts payable by Lessee hereunder directly to Lender, Lessee shall comply with all such requests, and such notice or direction shall not constitute grounds for termination of this Lease, and (b) Lessee hereby grants Lender the right and/or license to access the Buses and the Storage Facility to (i) inspect the Deliverables during reasonable times and upon reasonable notice, and (ii) remove any or all of the Deliverables, in the case of any material breach by

Lessee of its obligations under this Lease that gives Lessor the right to terminate this Lease pursuant to Article X (taking into account all grace and cure periods), any other event that results in a termination of this Lease or any expiration of this Lease. It is expressly agreed between the Parties that (a) Lender is and shall be a third-party beneficiary under this Section 14.9. Upon request by Lessor or Lender, Lessee agrees to execute and deliver to Lender an acknowledgment agreement with respect to the rights of Lender described above.

Section 14.10 Force Majeure. If either Party is prevented from performing one or more of its non-monetary obligations under this Lease due to a Force Majeure Event, the Party unable to perform shall promptly notify the other Party in writing specifying in reasonable detail the nature of the Force Majeure Event and its expected duration. The affected Party shall use commercially reasonable efforts to avoid or overcome the Force Majeure Event with the least possible delay. The obligations of the affected Party shall be reduced or suspended during the continuance of the Force Majeure Event; provided, that such obligations shall be reduced only to the extent that the adverse effects of the Force Majeure Event cannot be mitigated by the affected Party's diligent efforts. If a Force Majeure Event is anticipated to prevent a Party from performing its obligations under this Lease for a period of three (3) months or more, the Parties shall meet to determine the appropriate course of action.

Section 14.11 Notices. All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Party gives written notice to the other Party specifying a different address:

(a) if to Lessee:

Park City Municipal Corporation
445 Marsac Avenue
Park City, Utah 84060-1480
Attention:_____

(b) if to Lessor:

Proterra Inc.

1 Whitlee Court
Greenville, SC 29607
Attention:_____

Section 14.12 Further Assurances. Each Party shall execute and deliver instruments and assurances and do all things reasonably necessary and proper to secure all necessary Approvals in a timely manner and to otherwise carry out the terms of this Lease.

Section 14.13 Counterparts. This Lease may be executed in any number of counterparts, each of which will constitute an original and all of which will be considered one and the same instrument. Delivery of an executed counterpart of a signature page of this Lease by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Lease.

Section 14.14 Manner of Payment. All payments required to be made by Lessee under this Lease will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 14.15. Lessee Waivers. To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by §§2A-508 through 2A-522 of the Uniform Commercial Code, including but not limited to Lessee's rights to: (i) cancel the Lease; (ii) repudiate the Lease; (iii) revoke acceptance of the Equipment; (iv) recover damages from Lessor for any breaches of warranty or for any other reason other than Lessor's breach of this Lease; (v) claim, grant or security interest in the Equipment in Lessee's possession or control for any reason; (vi) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under the Lease; (vii) cover by making any purchase or lease of or contract to purchase or lease property in substitution for the Equipment due from Lessor; (viii) recover any special, incidental or consequential damages, for any reason whatsoever; and (ix) commence legal action against Lessor for specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment identified in the Lease. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages upon any breach of this Lease by Lessee or which may otherwise limit or modify any of Lessor's rights or remedies hereunder. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE WILL BE CONFERRED UPON LESSEE UNLESS EXPRESSLY GRANTED IN THE LEASE.

Section 14.16. Additional Provisions.

(a) Security Interest. The parties acknowledge and agree that this is a "true lease" and title to the leased Equipment and Deliverables is vested in the Lessor. In the event a court of competent jurisdiction or other governing authority shall determine that the Lease is not a "true lease" or is a lease intended as security or that Lessor (or its assigns) does not hold legal title to or is not the owner of the Property, the following shall apply:

(i) Effective the execution date of the Lease, Lessee, as debtor, grants a security interest to Lessor, as secured party, in all rights, titles and interests in the following (the "Collateral"): the Equipment, the Deliverables, all accessions thereto, and all rights related thereto, and all proceeds of any of the foregoing (including any proceeds under any insurance policies in respect of any of the Equipment or Deliverables), to secure all duties and obligations of Lessee to Lessor under this Lease. The Lease shall be deemed to be a security agreement with Lessee having granted to Lessor a security interest in the Collateral to secure all duties and obligations of Lessee to Lessor under this Lease. With regard to any security interest created hereunder in any of the Collateral, Lessee shall have the consents and agrees that Lessor shall have all of the rights, privileges and remedies of a secured party under the Uniform Commercial Code (UCC), and Lessee agrees to make any UCC filings related to the Collateral necessary to effectuate the same.

(ii) Lessee authorizes Lessor to file financing statements and any records describing all or any part of the Collateral and to take any and all actions necessary to

perfect Lessor's interest in the Collateral. Lessee agrees to execute any further documents, and to take any further actions, reasonably requested by Lessor to evidence or perfect the security interest granted under this Section 14.16, to maintain the first priority of such security interest, or to effectuate the rights granted to Lessor under this Section 14.16.

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IN WITNESS WHEREOF, each of the undersigned Parties has caused its duly authorized representative to execute this Lease Agreement as of the date first above written.

LESSOR:	**LESSEE:**
PROTERRA INC	**PARK CITY MUNICIPAL CORPORATION**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A

LEASED EQUIPMENT

EXHIBIT B

LIMITED OPERATIONAL WARRANTY FOR BATTERIES

EXHIBIT C

ACCEPTABLE USE PARAMETERS

EXHIBIT A

EQUIPMENT

The high voltage (HV) Battery Pack consists of battery modules, cell monitoring circuit boards, a battery management system (BMS), busbars, current sensors, a manual service disconnect, a fuse, a thermal management system, and various hardware.

Each battery pack contains an assembly of battery modules which are connected in series. Each battery module contains a multitude of lithium ion cells which utilize a nickel-based cathode and a graphite anode.

The characteristics of a single HV Battery are shown in

Table 1. The HV battery is to be used in a bus, where 2-6 HV Batteries may be installed in parallel. The characteristics of the total energy storage system is dependent upon configuration.

Table 1: HV Battery Pack Characteristics (One Pack)

Nominal Capacity	318 Ah
Maximum Temperature	60°C
Maximum Discharge Current	350A
Maximum Charge Current	250A
Maximum Voltage	403.2V
Nominal Voltage	346V
Minimum Voltage	274V
Nominal Discharge Power	125 kW
Nominal Charge Power	85 kW
Pack Energy	110 kWh
Dimensions	2809 (L) X 960 (W) X 177 mm^3
Mass	720 kg

Each HV Battery is able to independently control charge/discharge power. A controller within the vehicle communicates to all HV Battery Packs via CAN communications. The diagram in Figure 1 is used to describe the architecture.

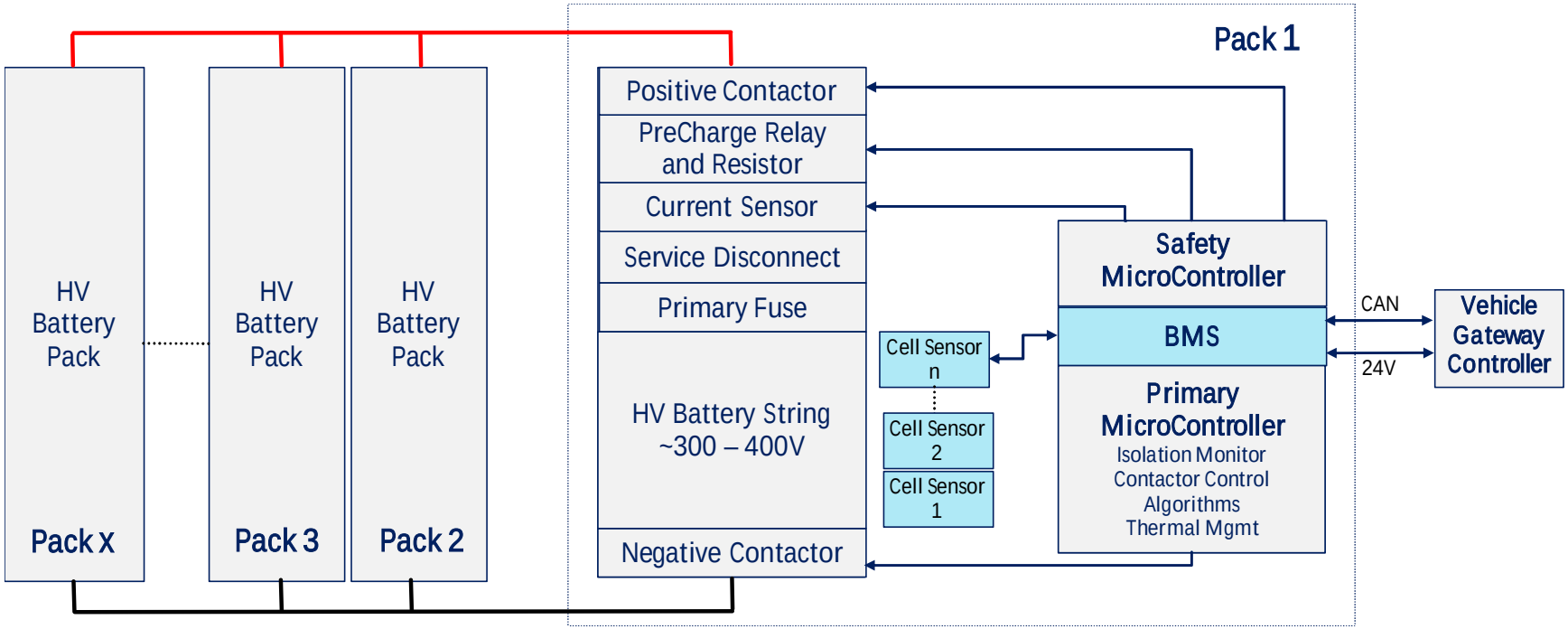


Figure 1: General Battery-to-Vehicle Architecture

EXHIBIT B

LIMITED OPERATIONAL GUARANTY FOR BATTERIES

APPENDIX A

APPROVED USE CONDITIONS

The Batteries shall be used in accordance with the Battery Services Agreement between Customer and Proterra, as well as in accordance with the following use conditions:

Operating SOC Range	The minimum UserSOC is 0% (as displayed on the dashboard display). This is 5% of Actual SOC. The maximum SOC is controlled by the BMS.
Storage SOC Range	For storage of more than 30 days: 20-50% SOC. For storage of less than 30 days: >20% SOC.
SOC Range Exception	SOC may fall below 5% Actual SOC (below 0% UserSOC) up to 24 times within a 6-year period. Note: performance is not guaranteed below 0% UserSOC.
Operating Temperature Range, Discharge	Discharge Operating Temperature, as output from the BMS, must occur in the range from -20degC to 35degC not less than 95% of the operating time and in the range from 35degC to 55degC not more than 5% of the operating time.
Operating Temperature Range, Charge	Charge Operating Temperature, as output from the BMS, must occur in the range from 0degC to 35degC not less than 95% of the operating time and in the range from 35degC to 55degC not more than 5% of the operating time.
Storage Temperature Range for Life	Storage temperature, as output from the BMS, must occur in the range from -40degC to +30degC.
Storage Temperature Range Exception	The battery may be stored at temperatures, may occur in the range from -40degC to +60degC. Storing at temperatures above +30degC should be limited to no more than 10% of the operating time. Storing at temperatures above +40degC should be limited to no more than 5% of the operating time.
Recommended Storage Temperature Range	To maximize life, the battery pack should be stored in the range from --20degC to +20degC.
Maximum Charging Current	250A
Maximum Discharging Current	350A

No.	Procedure	Condition : 25degC +/- 2degC
1	Charge	CC-CV, 403.2V; 5 hours or <5A cutoff.
2	Rest time	20 minutes
3	Discharge	Constant Power, 8.3 kW; cutoff at 240V or BMS control

EXHIBIT C

ACCEPTABLE USE PARAMETERS

Customer covenants and agrees to adhere to the following Acceptable Use Parameters:

- Customer to use the Buses solely to provide municipal bus transportation services within the service area of its municipality or district.
- Customer to observe and adhere to the operating procedures, warranties and guidelines with respect to the Buses and the Charging Units as issued by Proterra and furnished by Proterra to Customer in connection with this Agreement and/or the Sales Contract

Standard Limited Warranty
Battery System (XR, E2)

Proterra Inc. ("Proterra") warrants to the original purchaser/lessee that its Battery System ("Battery") for the Catalyst XR/E2 series battery electric bus will be free from material defects in material and workmanship under normal use and when properly serviced. Proterra agrees to repair or replace defective parts at no additional cost to the purchaser/lessee subject to the terms and conditions set forth herein. This is a limited warranty subject to the terms and conditions stated below, and subject to compliance in all respects with the approved use conditions set forth at the bottom of this Standard Limited Warranty.

Proterra's Standard Limited Battery System Warranty ("Warranty") applies to the internal Battery components listed below. The warranty covers 100% of the parts, labor reimbursement (if applicable in accordance with the terms of this warranty and the purchase/lease agreement) and any associated freight costs during the warranty time period identified below. Battery components contained within the main battery enclosure ("Pack") may not be serviced by the purchaser/lessee or any third party maintenance provider, and any such servicing of the Pack by purchaser/lessee or any third party maintenance provider voids the Warranty. Proterra technicians will perform all necessary repairs required internal to the Pack.

Coverage Periods:

Materials and Workmanship:	12 years / unlimited miles
80% of Initial Usable Capacity:	6 years / or 200,000 kWh of gross discharge throughput per pack

The warranted usable capacity at 6 years or the gross discharge throughput limit (whichever comes first) will be at least 80% of initial usable capacity.

"Gross Discharge Throughput" is defined as the total energy discharged through the battery pack during its life and is tracked by the BMS at the pack level and reported through telemetry. This includes energy discharged while powering auxiliary systems as well as energy discharged which was recuperated from regenerative braking.

The procedure for determining percentage of usable capacity (also referenced as 'state of health' or 'SOH') can be found in the maintenance and repair manual.

The Battery is defined as the main high voltage energy storage system and consists of the following:

- Battery modules and components internal to the Pack
- Battery management system (BMS) electronics
- Cooling system components internal to the Pack
- Pack enclosure

- All electrical connections and components internal to the Pack
- Manual Service Disconnect (MSD)

A warrantable defect may be addressed by software updates, replacing internal parts, or replacing assemblies. These replacement parts may be identical or equivalent substitutes. Repairs may include factory reconditioned components that have an energy capacity at least equal to that of the original Battery before the failure occurred. Where applicable, Proterra reserves the right to upgrade parts or assemblies with latest design.

Proterra retains ownership of any components that are removed and/or replaced including any system components that have reached the end of their service life due to SOH.

Due to the pace of battery technology development, Proterra reserves the right to replace components with different items of equal or better performance.

The Warranty does NOT cover malfunction, failure, or loss of capacity of the Battery System due to the following events induced or caused by the purchaser/lessee or other third party:

- Alteration or modification of any Battery part or assembly or combination of the Battery with third party items
- Misuse or negligent use of the Battery, including but not limited to, purchaser's, lessee's or a third party's failure to follow Proterra operating guidelines contained in the manual made available by Proterra
- Exposing the vehicle to ambient temperatures above 140°F (60°C) or below -22°F (-30°C) for more than 24 hours at a time
- Physically damaging the Battery, or intentionally attempting, either by physical means, programming, or other methods, to extend or reduce the life of the Battery
- Exposing the Battery to direct flame
- Flooding of the Battery
- Intentional or accidental collision
- Acts of Nature
- Neglect or failure to perform the Preventative Maintenance outlined in the maintenance service training for the Battery System
- Unauthorized use or operation outside of the terms and conditions of the applicable purchase/lease contract
- Unauthorized or improper maintenance and repair by non-Proterra personnel
- Intentional acts of destruction, tampering or vandalism

The start of the Standard Limited Warranty term is the date of acceptance of each bus in accordance with the terms of the applicable purchase/lease contract.

Proterra administers the warranty process and all warranty claims are at the sole and absolute discretion of Proterra.

In connection with any claim brought under this limited warranty, the purchaser/lessee must provide the failed component along with the proper documentation and warranty claim form. Proterra will perform an inspection of the failed component and supporting documentation to make a claim determination. Proterra will not provide any compensation, labor, repairs, or replacement part to the purchaser/lessee without the above documentation.

EXCEPT EXPRESSLY AS SET FORTH IN THIS WARRANTY, PROTERRA EXPRESSLY DISCLAIMS

ANY OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AS TO THE QUALITY OR PERFORMANCE OF THE BATTERIES AND/OR THE PACKS.

THIS STANDARD LIMITED WARRANTY IS SUBJECT TO COMPLIANCE IN ALL RESPECTS DURING THE ENTIRE APPLICABLE WARRANTY PERIOD WITH THE BELOW APPROVED USE CONDITIONS. IF THE ORIGINAL PURCHASER/LESSEE DOES NOT COMPLY IN ALL RESPECTS WITH THE BELOW APPROVED USE CONDITIONS DURING THE ENTIRE APPLICABLE WARRANTY PERIOD, THEN THIS STANDARD LIMITED WARRANTY SHALL NOT APPLY.

APPROVED USE CONDITIONS

The Batteries shall be used in accordance with the Battery Services Agreement between Customer and Proterra, as well as in accordance with the following use conditions:

Storage SOC Range	When not installed in a vehicle, batteries shall be stored between 5% and 20% SOC.
Excursions “Below Empty”	Excursions below 0% SOC, as indicated by the dash, shall be limited to no more than 30 occurrences in the initial 6 year SOH warranty period.
Storage Temperature Range Excursions	The battery may be stored at temperatures which occur in the range from -40degC to +60degC. Storing at temperatures above +30degC should be limited to no more than 10% of the storage period. Storing at temperatures above +40degC should be limited to no more than 5% of the storage period.
Recommended Nominal Storage Temperature Range	To maximize life, the battery pack should be stored in the range from -20degC to +30degC.

Council Agenda Item Report

Meeting Date: November 15, 2018
Submitted by: Heinrich Deters
Submitting Department: Sustainability
Item Type: Resolution
Agenda Section: NEW BUSINESS

Subject:
Consideration to Approve Resolution 29-2018, a Resolution Adopting the 2019 City Property Disposition List (A) Public Input (B) Action

Suggested Action:

Attachments:
2019 Park City Disposition List and Resolution

City Council Staff Report

Subject: 2019 City Property Disposition Resolution
Author: Heinrich Deters
Department Sustainability
Date: November 15, 2018
Type of Item: Administrative

Recommendation

Council should review and adopt the attached Resolution on the possible discussion and disposition of City-Owned property. (Attachment I)

Background

Each year City Council adopts a strategic plan for City-owned parcels with development potential. The intent of the plan is to provide transparency and possible intent of the City's use of available parcels for potential municipal purposes or disposition. Updates in this report primarily include properties and uses associated with Council's critical goal of providing 220 new affordable housing units by 2020, and 800 new affordable units by 2026, as well as, properties acquired for the Arts and Culture District.

Analysis

A property strategic plan for City-owned parcels enables staff and the Council to:

1) use basic, centralized management standards and prioritization for assets that are otherwise managed by various departments of the City;
2) identify long term planning strategies or options, and
3) establish some degree of predictability for property owners adjacent to municipal property.

Additionally, the disposition list and associated resolution constitutes public notice that the properties listed may be intended for sale or trade if noted and the City Council may consider the best possible terms of a potential transaction in closed session if necessary pursuant to state law.

Park City Municipal owns numerous parcels, ranging greatly in acreage and use. These parcels include large open space properties restricted by deed restrictions and conservation easements, all the way to small remnant parcels, real property and dedicated rights of way and various easements. This strategic plan is for property with development and/or lease potential only. Identifying certain properties for possible use for municipal needs, including public works facilities, water facilities and snow storage is a long term planning priority as demands for City services increase, and potential property availability decreases. Conversely, implementing Council goals and capital projects, such as affordable housing initiatives or carbon sequestration, may be better or more efficiently achieved by selling, leasing or providing easements on city-owned property, to a third party or otherwise transferring property to another nonprofit or government entity. The potential uses identified in the list are intentionally broad and in no way binds Council to future decisions. Prior to action taken with any of the properties identified within the list, staff and Council would adhere to public notification standards for Disposals of Significant Parcels of Real Property as required by State Code and Municipal Code § 2-3-11. Staff anticipates updating the list more frequently as the City continues to acquire locations for affordable housing and transportation projects.

Attachment I- Draft Resolution No. 29-2018

A RESOLUTION ADOPTING THE 2019 CITY PROPERTY DISPOSITION LIST

WHEREAS, the City owns numerous properties with possible uses and/or development potential that may be utilized to attain community goals;

WHEREAS, ongoing strategic planning of municipal assets is in the best interest of the public;

WHEREAS, City Council's goal for an engaged and informed citizenry is a product of transparent government and public notification;

WHEREAS, the growing demand for City services and ability to implement Council's critical goals is subject to continual evaluation of asset management.

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

SECTION 1. CITY PROPERTY DISPOSITION LIST. Park City adopts the 'Property disposition list' as attached hereto as Exhibit A.

This Resolution hereby constitutes public notice that the properties listed herein are intended for sale if so noted and the City Council may meet in closed session as allowed by state law to discuss the best possible terms of a potential sale. Any final approval of a sale by the City Council must be done at a regular, open meeting.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 15th day of November, 2018.

PARK CITY MUNICIPAL CORPORATION

_____

Mayor Andy Beerman

Attest:

_____

Michelle Kellogg, City Recorder

Approved as to form:

_____

Mark D. Harrington, City Attorney

Exhibit A- May 2019 City Property list **(updates reflected in red)**

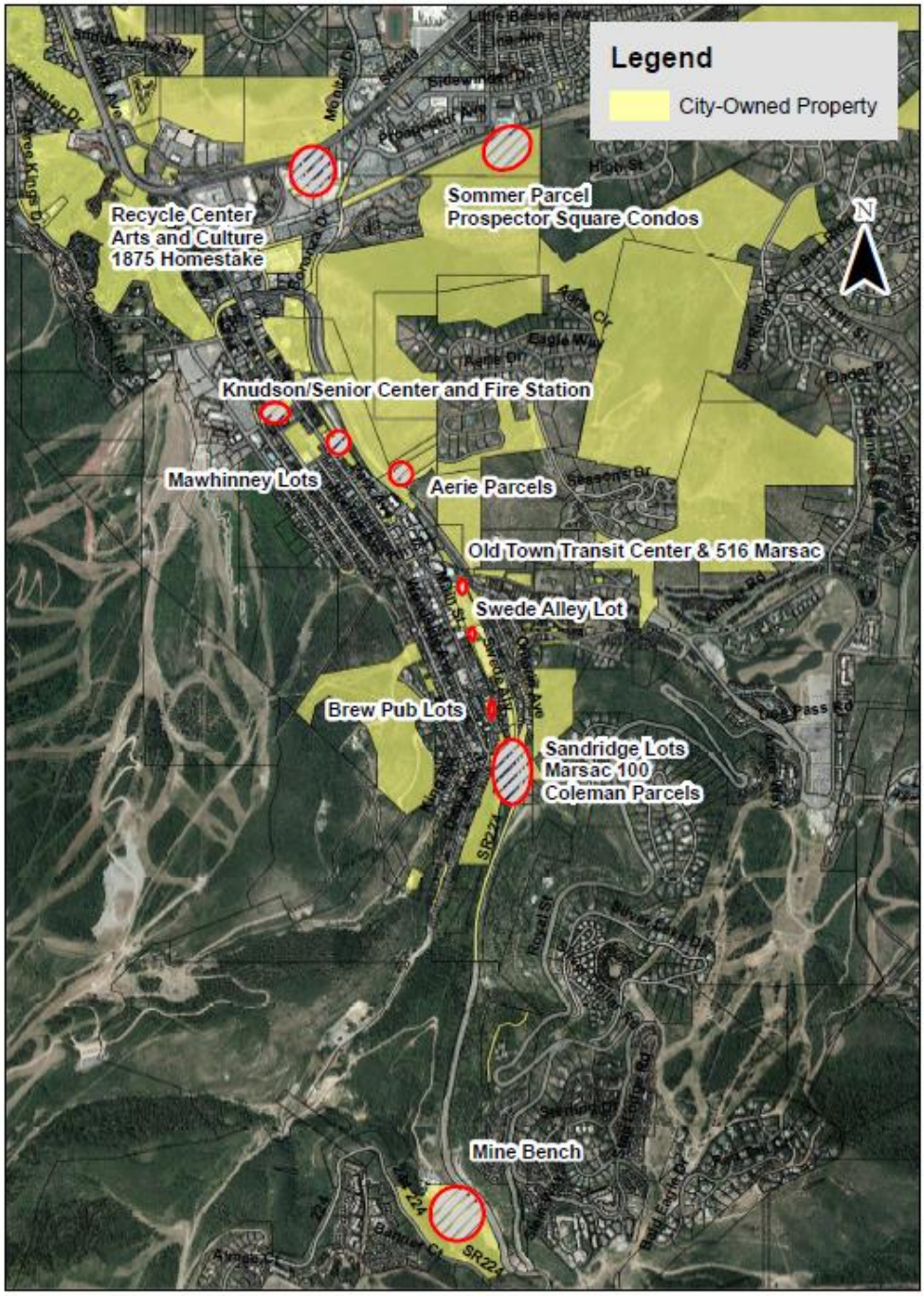
2019 City Property Disposition Resolution	
Property/Parcels/Acres	**Potential Use**
Bango-Wortley/Gordo Parcels PC-9-95-X, PC-9-95-M-X, PC-9-95-J-X, PC-9-95-F-X, PC-9-95-G-X, PC-9-95-H-X, PC-9-95-L-X, PC-9-95-K-X, PC-9-95-1-X, PC-9-95-B-X, PCA-95-A-X (approx. 14 acres)	Hold/Sell/Trade/Lease; PW Storage; Municipal Facility; Inside Soils Ordinance; Affordable Housing
Woodside/Empire/Lowell NGS-2-X, PC-98-X, PC- 322-X, PC-325-X, PC-364-B-X (.07 acre)	Hold/Trade/Sell/Lease/Easements
1875 Homestake Lot 1 of Yard Subdivision, YARD- 1 (approx. 2 acres)	Hold/Trade/Sell/Lease/Easements; Transportation facility; Affordable Housing; City Facility; Arts and Culture
7700 Marsac Ave. Mine Bench Part of S-46 and S-98 (29.06 acres)	Hold/Trade/Sell/Lease/Public Works/Parking
516 Marsac OA-2-X (.05 acre)	Hold/Trade/Sell/Lease/Easements/Transit Housing
Park and Ride SS-87 (16.25 acres)	Hold/Sell/Trade/Lease; Recreation; City Facilities; Open Space
Brew Pub Parking Lots PC-263-X, PC-264-1-X, PC- 265-X, PC-266-X, PC-563-X, PC-261-B-X, PC-563-A-X (.5 acre)	Hold/Trade/Sell/Lease; Parking; Park; Inter-modal municipal oriented transit, Affordable Housing; Public Gathering Space/Plaza; Inside Soils Ordinance
Old Town Transit Center Marsac Transit Center Sub., PC-476-A-X, PC-476-B-X, PC-730-B-X, PC-426-X, PC-730-A-X (approx. 4 acres)	Hold/Lease; Inter-modal transit oriented use (multi-modal transportation/housing); Inside Soils Ordinance
SR-224 Kiosk (.44 acres)	Hold/Sell/Trade/Lease; Transportation; Trailhead Parking
Mawhinney Lots SA-369-X, SA-370-X, SA-371-X, SA-372-X, SA-360-A (1.5 acre)	Hold/Sell/Trade/Lease; Skate Park; Parking; City Park; Affordable Housing; Inside Soils Ordinance

Swede Alley/Main Street Lot MPS-3-AM-X, PC- 304-A-X, PC-730-S-X, CARR-B-X, PC-127-X, PC-305-X, MAR-SWED-300-X, PC-147-X, PC-148-C-X (.4 acre)	Hold/ Sell/Trade/Lease; Parking; Park; Main Street Improvements
Arts and Culture Properties PSA-46-A, PSA-46-RE-B, PSA-46-RE-C, PCA-110-G-1-X, PCA-110-G-3, PCA-110-G-2-A, KBC-A, KBC-B, SA-109-G-X	Hold/Sell/Trade/Lease; Arts and Culture, parking, Affordable housing
North 40 Parking area PCA-98-C-1-X (73 acres)	Hold/Sell/Trade/Lease; Recreation, Affordable Housing, Parking; Trails
IHC Lot 5 IHPCMC-5-2AM-X (15 acres)	Hold/Sell/Trade/Lease; Recreation; Trails, City Facilities
IHC Lot 4 IHPCMC-4-2AM-X (5 acres)	Hold/Sell/Trade/Lease/Easements; Recreation, City/Public Facilities
Naniola/Kivett SS-29-C-X, SS-21-A-X (60 acres)	Hold/Sell/Trade/Lease; Agriculture, City Facility, Trails
1353 & 1333 Park Ave. Fire Station/Miners Hospital/City Park SA-273-X, SRNYK-2-X (.5 acre)	Hold/Sell/Trade/Lease; Lower RDA Plan Development; partially inside soils ordinance. Senior/Community Center
Knudson (portions of SA-200, SA-201, SA-202-A-1) 14,624 sq/ft. per purchase agreement), SA-402-C-X	Hold/Sell/Trade/Lease; Lower RDA Plan Development, Affordable Housing
1361 Woodside Ave. Senior Center and parking SA-265-A-X , SA-277-278-X , SA-278-1-X (2 acres)	Hold/Sell/Trade/Lease; Lower RDA Plan Development, Affordable Housing
1951 Woodbine Way Recycling Center/BoPa SS- 224-X, SA-224-Z-X (.5 acre)	Hold/Sell/Lease/Trade; Affordable Housing, Transportation
Pace Parcels SS-28-A-1-X, SA-28-A-X (110 acres)	Hold/Sell/Trade/Lease; Open Space; Recreation; Snow Storage; Municipal Facility; Agricultural
Sandridge Parcels PC-730-2-X, PC-730-G-X (2 acres)	Hold/Sell/Trade/Lease; Parking; Multi-modal; Inside Soils Ordinance; Affordable Housing
Marsac 100 PC-430-R, portions of PC-730 and PC-S-46-B (2.27 acres)	Hold/Sell/Trade/Lease; Affordable Housing
Prospector Square Units #100-103, 105, 107, 108, 111-115, 117, 119-121, 123, 125, 133, 135, 137, 141, 201	Hold/Sell/Trade/Lease; Transit Housing
PC Heights Parcel (24 acres)	Hold/Sell/Trade/Lease/Easements; Open Space; Recreation; Snow Storage; Agricultural
Olympic Plaza (.3 acres) SA-224-H-1-X, SCCS-D-X	Hold/Sell/Trade/Lease; Walkability and UDOT projects/ Affordable Housing

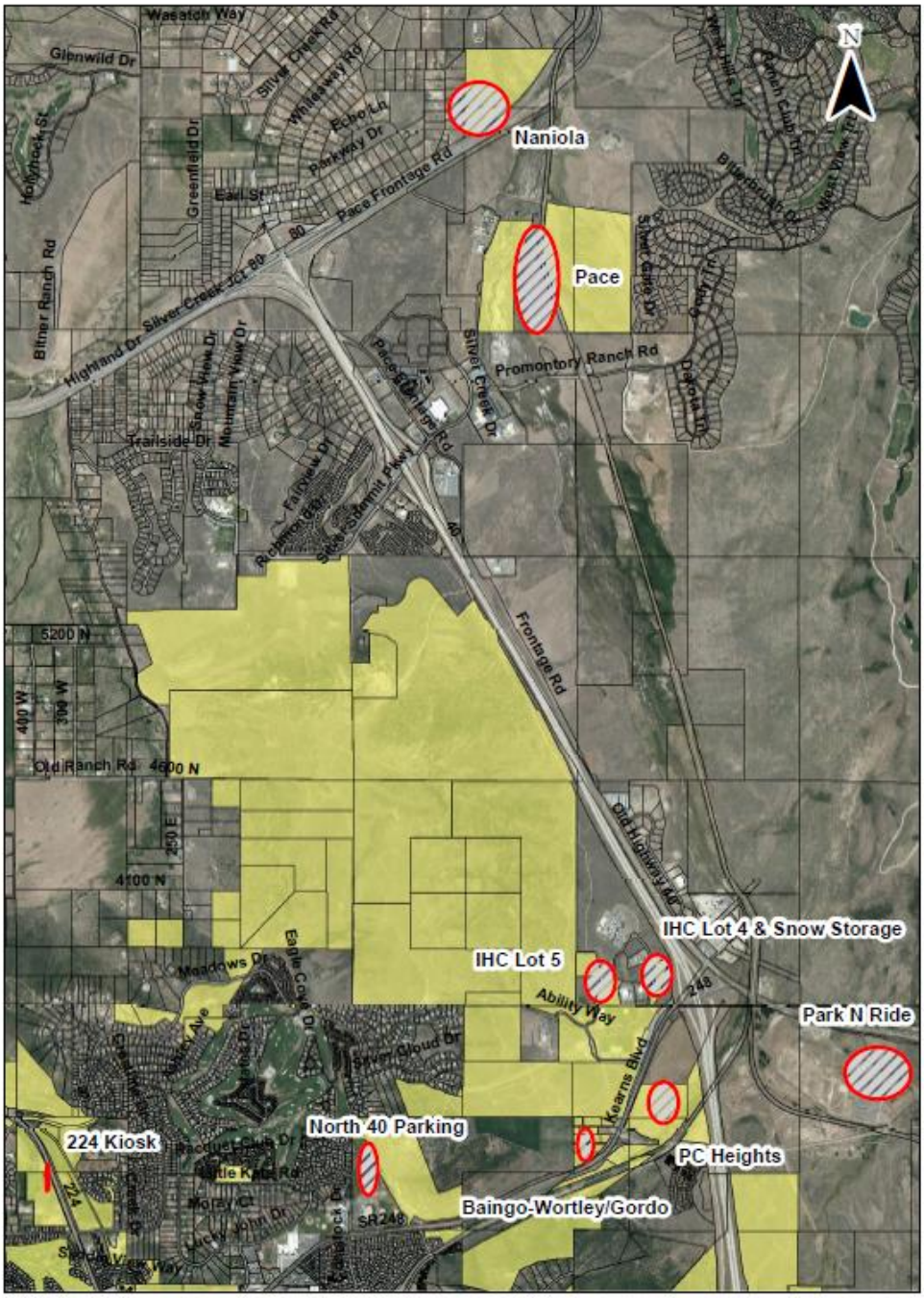
SR-224 Parcels SA-224-L-9-X, SA-224-L-8-X, SA- 224-L-10-X, SA-254-1-X, PAL-1-A-X	Hold/Sell/Trade/Lease/Easements; Walkability and UDOT projects
Daly Parking PC-259-X	Hold/Sell/Trade/Lease/Easements
Ontario Remnants PC-509-X, PC-440-B, PC-440-B	Hold/Sell/Trade/Lease/Easements
Wyatt Earp Prospector Park PCA-3-3107-PC-X, PCA-98-B-X	Hold/Sell/Trade/Lease/Easements
Silver Summit Water Tank SS-57-2-A	Hold/Sell/Trade/Lease/Easements
Woodside Gulch PC-S-55-X	Hold/Sell/Trade/Lease/Easements
Sommer Parcel PCA-3-3000 (14.35 acres)	Hold/Sell/Trade/Lease/Easements; Open Space, Affordable Housing
Snow Storage Parcel SS-65-A-X-X (.78 acre)	Hold/Trade/Lease/Easements; Snow Storage, Special Event Parking
City Open Space Properties	Open Space/Agricultural/Recreational/Special Event/Filming Leases consistent with property conservation easements, funding or deed restrictions
8789 Marsac Avenue #EHU	Hold/Sell/Trade/Lease
Coleman Parcels PC-261-A-X, PC-224-B-X (9.06 acres)	Hold/Sell/Trade/Lease/Easements/ Encroachments; Open Space; Parks
Aerie Entry Parcels SA-400-2, SA-400-C (4.72 acres)	Hold/Sell/Trade/Lease/Easements/ Encroachments; Affordable Housing; Open Space
City Rights of Way as noted in Streets Master Plan	Hold/Sell/Trade/Lease/Easements
City Prescriptive Easements	Hold/Trade/Lease/Easements

Exhibit B & C- Property Maps

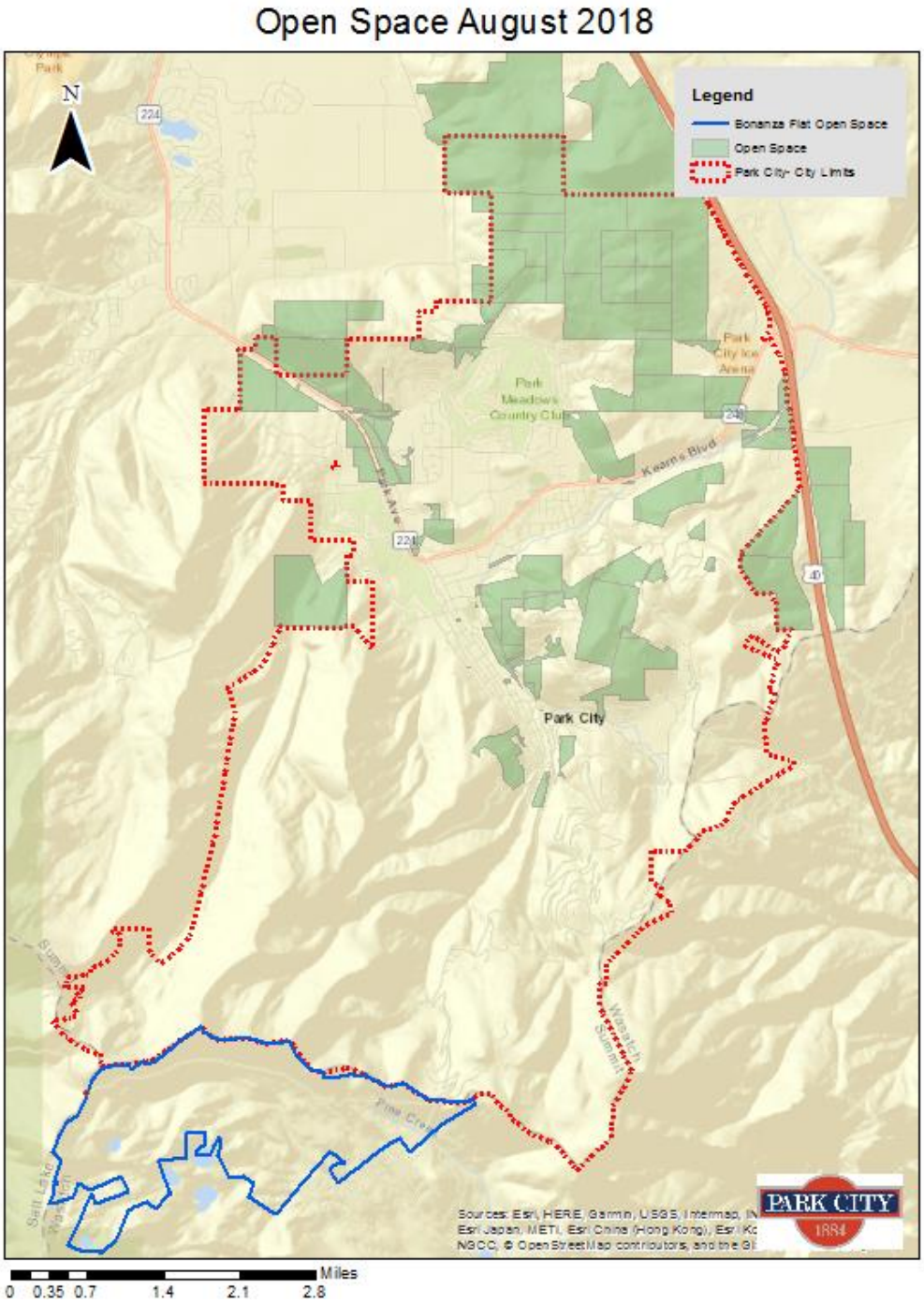
2019 City-Owned Disposition Properties I



2019 City-Owned Disposition Properties II



Open Space Map



Council Agenda Item Report

Meeting Date: November 15, 2018
Submitted by: Heinrich Deters
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section: NEW BUSINESS

Subject:
Consideration to Approve Ordinance No. 2018-58, an Ordinance Amending the Municipal Code of Park City Section 2-3-11 Regulating the Review of Disposals of Significant Parcels of Real Property
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Property Disposal Staff Report and Ordinance

City Council Staff Report

Subject: Disposition Ordinance Amendment
Author: Heinrich Deters
Department: Sustainability
Date: November 15, 2018
Type of Item: Legislative- Municipal Code Amendments

Recommendation

Staff recommends the City Council conduct a public hearing, and consider adoption of the proposed amendments regarding Municipal Code 2-3-11 Review of Disposals of Significant Parcels of Real Property, and approve amendments as provided. (Attachment I)

Background

In accordance with Utah Code section 10-8-2, Park City's Municipal Code addresses the process and notice of the disposition of significant parcels of real City-Owned property. A link to the current code provision is provided. Municipal Code 2-3-11 Review of Disposals of Significant Parcels of Real Property.

The Code identifies the process in which City Council may dispose of 'significant parcels'. It includes the following parameters;

- Significant parcels are those with value equal to or greater than $250,000 or a lease value equal to or greater than $50,000 year.
- It requires a public notice period of at least 14 days, which includes the posting of the property and publication within a newspaper

Analysis

The purpose of the proposed amendments is to improve the efficiency of the disposal or leasing of properties associated with the Affordable Housing Program or Special Events by exempting them from the Ordinance. Park City has developed a robust Affordable Housing program, in which applicants may qualify to purchase or lease City owned property for the purposes stated within the program. Additionally, Park City continues to host large special events, including Sundance and possibly a future Olympics, where the leasing of City-owned property is pertinent to the planning and safety of such endeavors. Amendments associated with the proposed ordinance exempt the 'significance' of property associated with both the Affordable Housing Program and Special Event leases. Proposed amendment language is noted in red, within the DRAFT Ordinance (Attachment I)

Funding

Funding is not requested as part of this recommendation.

Attachments
ATTACHMENT I – Draft Ordinance

Ordinance No. 2018-58

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF PARK CITY SECTION 2-3-11 REGULATING DISPOSAL OF SIGNIFICANT REAL PROPERTY

WHEREAS, the Municipal Code was adopted by the City Council of Park City, Utah, to promote the health, safety, and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Municipal Code implements the goals, objectives, and policies of the Park City Council to maintain the quality of life and experiences for its residents and visitors and to promote unique experiences for residents and visitors; and

WHEREAS, Utah Code 10-8-84 grants the City the right to pass ordinances that are necessary to provide for safety and health and to promote the prosperity of the City. Utah Code 10-9a-102 grants the City the right to pass such laws for the use of land; and

WHEREAS, it is in the best interest of the residents and visitors of Park City, Utah, to amend the Municipal Code to be consistent with the values and goals of the Park City Council and to protect health and safety and maintain the quality of life for its residents and visitors.

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

SECTION 1. Amendment. Section 2-3-11 Review of Disposals of Significant Parcels of Real Property is hereby amended to read as follows:

2-3-11 Review Of Disposals Of Significant Parcels Of Real Property

The City Council shall review all proposals for disposals of significant parcels of real property. Prior to the proposed disposition, the City Council shall provide at least fourteen (14) days reasonable notice before the opportunity for public comment on the proposed disposition. After such reasonable notice and public comment, the City Council may take action on the proposed disposition.

A. "Dispose of" shall mean to transfer control of City-owned property to another by any means, including sale, lease, or other type of conveyance of such property.
B. "Reasonable notice" shall mean posting on or about the property in a conspicuous location and publication in a newspaper having general circulation in Park City.
C. "Significant parcel of real property" shall mean a parcel of real property owned by the City with an appraised value equal to or greater than Two Hundred Fifty Thousand Dollars ($250,000) or a lease valued at equal to or greater than Fifty Thousand Dollars ($50,000) annum.
D. Affordable or Attainable Housing Parcels subject to the City's Affordable Housing Resolution and/or deed restrictions, including all units and properties included in or funded by the City's Affordable Housing Budget, are not Significant Parcels subject to this section, regardless of value or sales price.
E. Temporary Special Event or Master Festival leases of public property are not Significant Parcels subject to this section, regardless of lease value.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 15th day of November, 2018

PARK CITY MUNICIPAL CORPORATION

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Andy Beerman, Mayor

Attest:

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City Recorder

Approved as to form:

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Mark Harrington, City Attorney