PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
NOVEMBER 14, 2013

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, November 14, 2013.

Closed Session

3:00 pm	Property, Personnel and Litigation
3:30 pm	Break

Work Session

3:40 pm	Council questions and comments and Manager's Report	Pg 8
3:50 pm	Broadband/Fiber discussion	Pg 19
4:50 pm	Blue Ribbon Commission on Park City Mayor and Council	Pg 23
5:20 pm	Quarterly Goals	
5:50 pm	Break	

PARK CITY REDEVELOPMENT AGENCY
SUMMITY COUNTY, UTAH
NOVEMBER 14, 2013
6:00 pm

I. ROLL CALL

II. PUBLIC INPUT

III. CONSENT AGENDA (Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon)

1. Consideration of a Purchase Agreement for 1321/1323 Woodside Ave Pg 45

IV. ADJOURNMENT

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
NOVEMBER 14, 2013

Regular Meeting

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV. Minutes from Meeting on November 7, 2013

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

1. Consideration of Request for Proposal Award to Alliance Engineering for Poison Creek Pathway in the amount of $29,680 Pg 66

VI. NEW BUSINESS

1. Consideration of amending the Land Management Code of Park City, regarding existing Historic Structures and Building Height in the HRL, HR-1, HR-2, and RC Districts
   (a) Public Hearing
   (b) Motion to CONTINUE item to the November 21, 2013 meeting

2. Consideration of Second Amended Silver Baron Lodge Phase II 2880 Deer Valley Drive Amendment to Record of Survey Pg 71
   (a) Public Hearing
   (b) Action

3. Consideration of 508 Main Street Subdivision Plat Amendment Modification
   (a) Public Hearing Pg 100
   (b) Action

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 435-615-5186 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m.

Posted: 11/11/2013
See: www.parkcity.org

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
NOVEMBER 19, 2013

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will meet as Board of Canvassers on Tuesday, November 19, 2013 at TBD in City Council Chambers, 445 Marsac Avenue, Park City, Utah to certify the results of the 2013 Municipal General Election

I. Roll Call

II. Consideration of acceptance of the Certification of Official Canvasser's Report for the November 5, 2013 General Municipal Election

III. Consideration of a Resolution Certifying the 2013 Municipal General Election

IV. ADJOURNMENT

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5186 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m.

Posted: 11/13/2013
See: www.parkcity.org

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
NOVEMBER 21, 2013

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, November 21, 2013.

Closed Session
pm Property, Personnel and Litigation
pm Break

Work Session
pm Council questions and comments and Manager's Report
pm Public Works Update- Blake 30 min
pm Post Office Gang Boxes- Matt C 30 min
pm Quarterly Goals- Jed & Kory 30 mins
pm General Plan Discussion-Thomas

PARK CITY REDEVELOPMENT AGENCY
SUMMITY COUNTY, UTAH
NOVEMBER 14, 2013
6:00 pm

Regular Meeting

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV. Minutes from Meeting on November 14, 2013

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

1. Consideration of the Main Street Recycling contract

VI. NEW BUSINESS

1. Consideration of purchase of Vacation Rental Compliance software

2. Consideration of amending the Land Management Code of Park City, regarding existing Historic Structures and Building Height in the HRL, HR-1, HR-2, and RC Districts

3. Consideration of an Ordinance amending Title 12, Sign Code, Chapter 4, Sign Standards, Section 12-4-4, Location on Building, of the Municipal Code of Park City P. 12-2

4. Consideration of General Plan- Values, Goals, and Strategies

   a) Public Hearing

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 435-615-5186 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m.

Posted: 11/18/2013
See: www.parkcity.org

TENTATIVE MASTER CALENDAR

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

November

14 **See Agenda**

19 Special Meeting to Canvass Election results

21 Main Street recycling contract
PW Update- Study Session- Blake 30 min
Post office Gang boxes- work session Matt Cassel (30 min)
Quarterly Goals- wrk 30 min
Consideration of Vacation Rental Compliance Software- Jason
Consideration of an Ordinance amending Title 12, Sign Code, Chapter 4, Sign Standards, Section 12-4-4, Location on Building, of the Municipal Code of Park City P. 12-2.- Christy
Consideration of amending the Land Management Code of Park City, regarding existing Historic Structures and Building Height in the HRL, HR-1, HR-2, and RC Districts- Francisco
General Plan Public Hearing- Values, Goals, and Strategies- Thomas

28 **No Meeting – Thanksgiving**

December

5 2013 City Insurance Placements
National Citizen Survey results, study, 60-75 min, PR
General Plan Public Hearing, Final Draft Distribution
Friends of the Farm wrk sess 1hr
Public hearing and approval for the vacation of a section of the Woodside Avenue ROW
Special Services Extraordinary Request- Nate
Quarterly Goals- wrk 30 min

12 Acceptance of the audit – Lori C.
General Plan Public Hearing, Action- Vote to adopt
Risner Ridge- Heinrich??
EV Charging Presentation – Matt A 20 min, new
19 General Plan overflow (if needed)
26 **No Meeting**

January
2 **No Meeting**
9 Swearing in Mayor / Council Members and Reception following meeting

16 **No Meeting – Sundance**
23
30

Pending Items:
Special Event overhaul
Water leak adjustment policy – work
Latino Community outreach and engagement – study
Rocky Mountain Power expansion
Amendment to the housing resolution – for regular council – RS
Consideration of an Ordinance approving the McHenry Subdivision Replat Amendment located at 496 McHenry Avenue, Park City Survey, Park City, Utah
Property Management contract for Transit Residential Building - Brooks R
Ordinance 2519 Lucky John Drive – Plat Amendment PL-13-01980- KW
Gamble Oak Easements, new, Heinrich
115 Sampson Avenue-Anya
Contract for Iron Horse housing fixtures and furniture- Brooks Robinson (nb)

- Housing Authority Meeting
Housing Mitigation Plan for 1555 Lower Iron Horse Loop Road MPD in Bonanza Park – Rhoda/ Phyllis

City Council
Staff Report

Subject:	**Broadband Development**
Author:	**Scott W. Robertson**
Department:	**Information Technology**
Date:	**November 14, 2013**
Type of Item:	**Administrative**

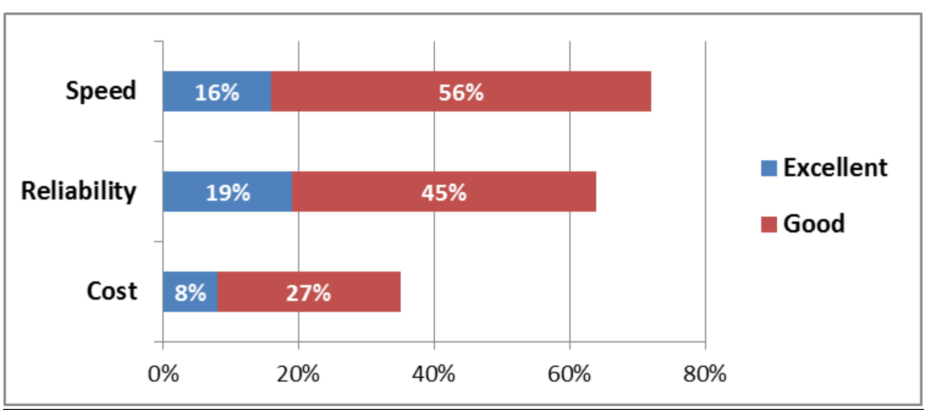
Summary Recommendations:
Direct staff to explore and outline the opportunity costs and risks associated with establishing a fully integrated fiber network that maintains free market principles (Option 4).

Topic/Description:
This is an overview of broadband, its use, and outlines potential roles the City could embrace to further advance broadband development in Park City.

Background:
The City's interest in broadband accelerated with the application submittal for the "Google Fiber for Communities" in March 2010. Since then, Park City has worked with providers to identify opportunities and to encourage ways to enhance broadband services—efforts that encouraged nearly one million dollars in fiber investment by CenturyLink and others this past summer. In February of 2013, Council identified "high-speed" broadband as a priority City objective.

During a May 16 Study Session, broadband technologies, economic development, policy, availability, and costs were discussed. Staff is now returning to Council with possible options for the City's role in the development of broadband.

Analysis:
Overall Park City has relatively good access to broadband services compared to areas of similar size. A slight majority of Park City households responding to the 2013 National Citizen Survey (NCS) indicated satisfaction with the broadband speeds provided, however, less than half were satisfied with current costs.



So why bother with broadband development? The current Park City marketplace is dominated by two primary providers, CenturyLink and Comcast. These providers (and any subsequent providers) must make significant capital investments in infrastructure to compete. This restricts "investment-willingness" and large providers are not necessarily compelled to improve or incentivize offerings. Park City is further disadvantaged by our smaller population and seasonal fluctuations which can limit return on investment on a given timeline.

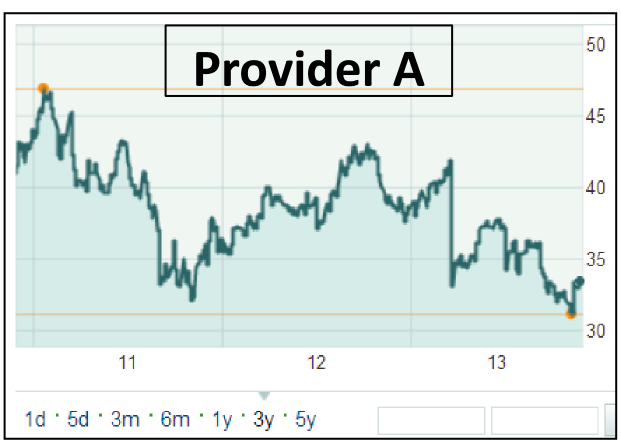
In August 2013, Google awarded Park City the digital capital "eCity," which recognizes the strongest online business community in each state. This demonstrates a meaningful regional awareness and dependence on broadband capabilities.

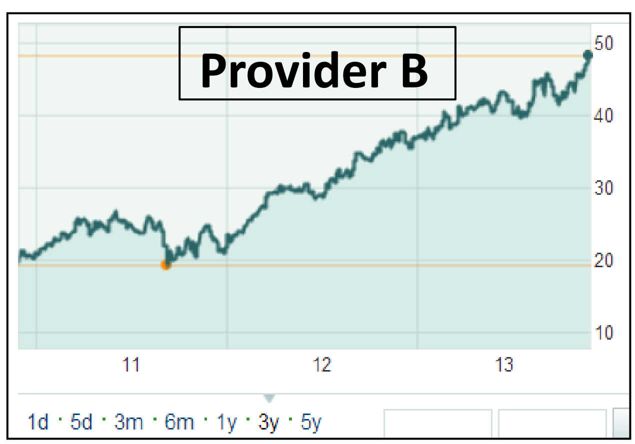
Future indicators, technologists, and economic development circles consider the development of faster broadband as essential for continued economic success. Considering the pace of technological development, the larger questions are: Will the current communication infrastructure meet our future demands? And will our current service providers have the ability and enough economic incentives to meet our demands today and in the future?

The answers are relative as many providers do not believe current broadband speeds are being fully utilized, thus, existing copper networks remain the standard. However, the issues are more about timeframe, quality, and user experience. Average advertised download speeds in the area for all providers range from 25Mbps to 100Mpbs with upload speeds not exceeding 10Mbps [Source: Utah Broadband Project]. A fiber network would provide a higher quality digital experience than copper.

So why use fiber? Fiber networks are more scalable thus providing a very long-term solution for future demands. Although research in copper technology continues to increase bandwidth limits and extend the life of those investments, advancements for networks employing copper will peak. Also, copper broadband performance varies and is a function of distance spanned and cable type/condition. Therefore, fiber outperforms copper bandwidth by significant orders of magnitude.

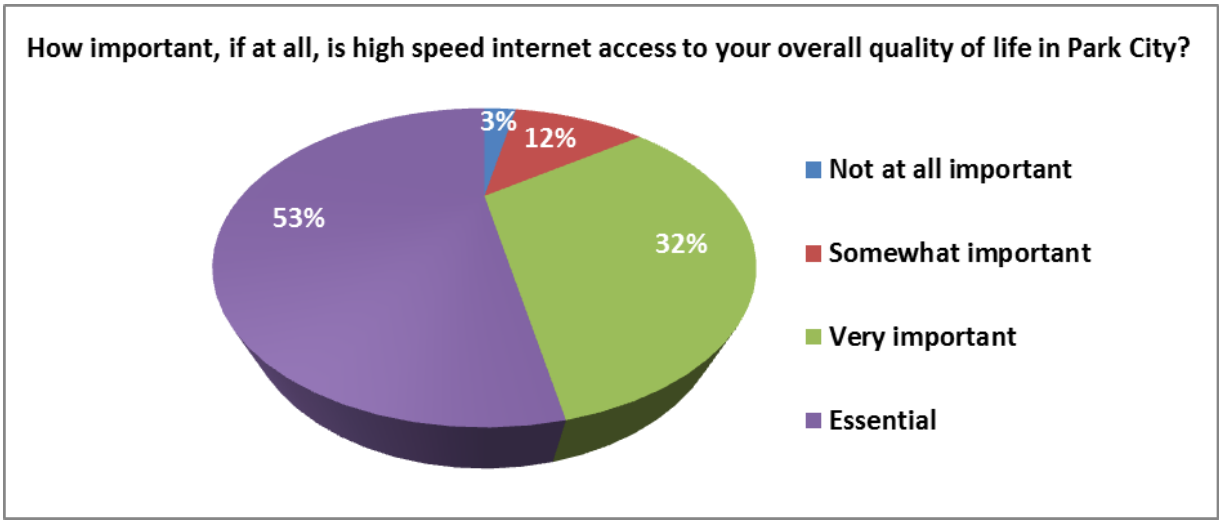
Are consumers buying more bandwidth? Nationally, marketplace measures and news reports for the past three years are showing a growing trend of consumers moving towards higher bandwidth networks. [Source: http://www.marketwatch.com]



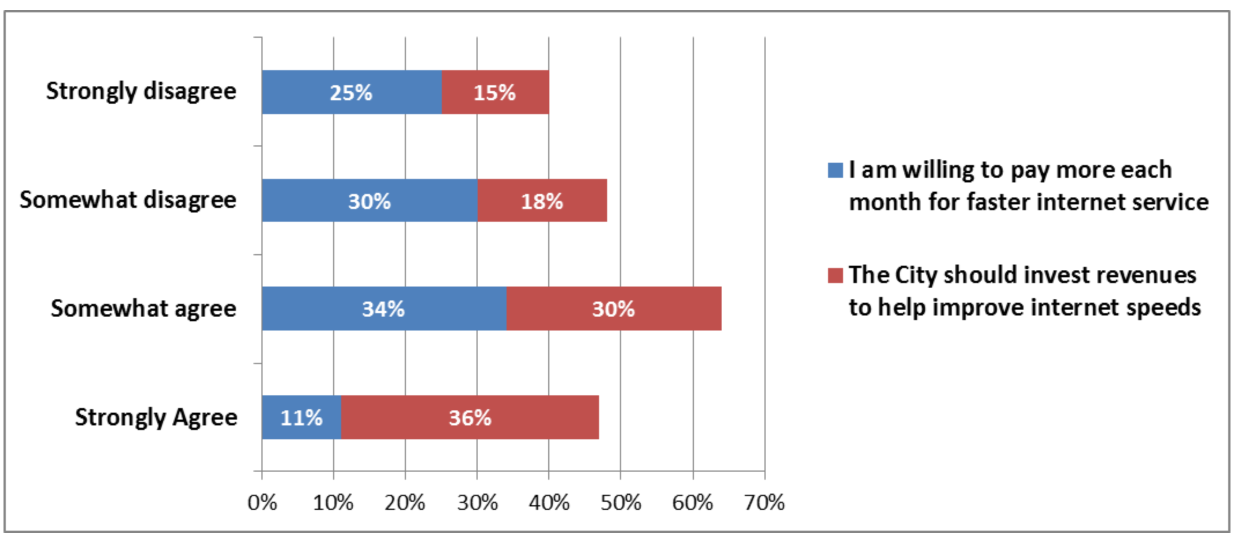


The graphs above represent the market value of two major U.S. service providers and demonstrate a consumer shift. Provider A is declining in growth due to stagnant broadband technology (among other factors) whereas Provider B continues to gain subscribers and market share due to faster network infrastructure. Based on growing popular awareness and financial activity surrounding broadband, changes are forcing providers to reconsider their business models. While some providers are losing revenue as video content distributors, they are gaining momentum as fast internet providers. This disruption is likely spawning new competitive investment that, in time, will have major influence on existing broadband speeds.

What do Park City residents think? Results from the National Citizens Survey (NCS) indicate 85% of respondents felt high speed internet access was either "very important" or "essential" to the overall quality of life in Park City.



Conversely, Park City citizens were nearly split on their willingness to pay for faster service, however, 66% were largely in favored of City investment.



Should broadband access be free? Subsidized internet service could be offered to lower income citizens to meet basic education and information needs. The NCS showed 5% of those surveyed indicated they did not have internet access at home or the service was not applicable. This is not necessarily an indicator of need, but members of the Park City School District have noted challenges with students not having internet access at home and with inadequate bandwidth for their PCCAPS program. Equal access to the internet for all individuals can be viewed as a social equity issue.

What could the City do? The City could play many roles in broadband development. Considerations for each role or option vary by cost, timeline, and desired outcome. These are preliminary options which need to be fully vetted before a substantial action is taken. Due to the complexity of options being proposed, additional phasing, information gathering or testing components would be beneficial.

Staff recommends the City consider a feasibility study of the market to answer questions such as costs to deploy methods for repaying financing, ROI calculations, and ensuring the project provides the community with a competitive advantage. Additionally, Title 10 Chapter 18 Section 202 of the Utah Code requires a feasibility study to be conducted before a municipality provides public telecommunications services.

Partnering with major players and regional interests on broadband initiatives is critical and would serve multiple agendas and maximize resources.

Utah has special restrictions, codified in the Municipal Cable Television and Public Telecommunications Services Act, Title 10 Chapter 18 Section 101, that limits the use and scope of municipal networks. Staff would need to study the implications of these regulations. Furthermore, Park City's rough terrain and climate are factors affecting the speed of deployment. There are also legal considerations, provider interests, and special funding concerns to be addressed.

Option 1: Stay-the-Course (status quo)
Option 2: Encourage Development (help providers, facilitate opportunities)
Option 3: Sole Provider (identify a single preferred provider)
Option 4: Promote/Provide Infrastructure (direct City involvement)

Option 1: Stay-the-Course

- Fiber Broadband Development Timeline: ~10-15-years
- Cost: N/A
- Risk: N/A

The City takes no direct action towards the development of broadband; let existing marketplace forces meet the demands. It is the simplest approach but extends the timeline for access to upper tier broadband.

Advantages	Disadvantages
No financial investment required	Incentive to develop/enhance a network system is based on population base, competition, and individual needs
No ancillary/secondary involvement	Providers not likely to make investments to the extent desired; investment decisions based on consumer take-rates and return on investment (ROI)
No risk exposure to the City	Limits the economic development tools available for the City to influence future outcomes
	Negative impacts to City Council desired outcomes: Economic development Social equity World class multi-seasonal resort Economic diversity

Option 2: Encourage Development

- Fiber Broadband Development Timeline: ~10-years
- Cost: Low
- Risk: Low

The City works as a facilitator for broadband development by easing planning and zoning restrictions. Integrating options into land development codes and engineering standards. Other options include utilizing public assets, such as requiring all municipal projects to install conduit/pipe to facilitate future fiber installations, and leveraging franchise agreements.

Advantages	Disadvantages
Limited financial investment	Slow-to-moderate development timeline
Leverage City infrastructure	Potentially forfeits the City's ability to apply infrastructure resources in the future
Utilize Franchise Agreements to improve services	Current agreements are long-term and have legal limitations
	Negative impacts to City Council desired outcomes: Economic development Social equity World class multi-seasonal resort Economic diversity

If Council elected to pursue this option, staff would return with more specific broadband-friendly policy suggestions, including practices outlined in the "National Broadband Plan."

Option 3: Sole Provider

- Fiber Broadband Development Timeline: ~5-years
- Cost: Medium
- Risk: High

One provider would have exclusive rights to provide internet services for a period of time and must meet defined performance expectations in exchange for financial guarantees. The City would need to identify a qualified and interested provider through an RFP process. City could increase the pace of system development by becoming a financing partner.

Advantages	**Disadvantages**
Limited City investment, unless the City become a financing partner	Monopoly of system, fixed pricing; potential quality and performance issues
Business investment: substantial economic development opportunities	Potential for stagnation and inability to meet customer service levels or bandwidth demands
Rapid broadband development	Difficult to substitute branded service offerings from existing providers
Brand recognition: networks with successful implementations have significant brand distinction	Overtime, legal and contract restrictions could thwart more desirable service offerings
Improved property values and tax base	Alienates providers, their investments, and potentially customers
Positive impacts to City Council desired outcomes: Economic development Social equity World class multi-seasonal resort Economic diversity	

This option has significant complexities and consequences for funding and management. If Council elected to pursue this option, staff would research the steps required to meet this scale of service.

Option 4: Promote/Provide Infrastructure

- Fiber Broadband Development Timeline: ~5-years
- Cost: High
- Risk: High

The City would build a fiber network either directly or in partnership to connect businesses and households. The network would be established as an open marketplace for any service provider to deliver internet services to the consumer. The City would not be a competitor, but providers would pay the City a fee for the right to utilize the system.

This option creates the most ideal network and framework. However, it is the most expensive option, has the highest risk, and represents the most work for PCMC. Also, this option is likely the most contentious, as current providers may view it as a competitive threat, but it preserves many of the free market principles commonly used in support of municipalities facilitating broadband expansion.

The number of municipal networks nationally has grown; it is estimated 88 to 135 municipal networks now exist.

Advantages	**Disadvantages**
Significantly shorter timeframe for PCMC to have a full fiber network	Costly infrastructure investment sometimes viewed as government interference and undermines established functional networks
Business investment: substantial economic development opportunities.	Networks established with similar methodology have mixed outcomes--some disastrous; there are a myriad of reasons but primarily unrealistic expectations of payback, poor project management/execution, and negative sentiment from private sector businesses
Industry competition: open market, favorably influencing pricing, and quality for consumers	Established providers may be unwilling to participate in open market; Comcast, CenturyLink, and Frontier Communications declined to participate on the UTOPIA network—this suggests an open municipal network may be subject to similar challenges
Long lifecycle, reduced upgrades, and road repairs costs	Networks are complex systems that require skilled staff, maintenance, and ongoing

	investment; providers have experience in these areas; the City would be making a future commitment to provide an increased level of service
Improved property values and tax base	Alienates providers, their investments, and potentially customers; all service providers particularly well-established ones required to meet customer expectations on a common platform; this will create significant disruption to standard business practices
Public services: provide connections to utilities, public safety, and events	City owns new management & technology responsibilities
Bandwidth demand	Not every business/resident requires advanced broadband access

Positive impacts to City Council desired outcomes:

Economic development

Social equity

World class multi-seasonal resort

Economic diversity

This option has significant complexities and consequences for funding and management. If Council elected to pursue this option, staff would research the steps required to meet the scale of service.

Department Review:
This report has been reviewed by Budget, Building, Executive, Legal, Planning, and Sustainability.

Alternatives:

A. Approve:
By approving the request, staff would begin exploring the opportunity costs and resources necessary to meet the desired outcome.

B. Deny:
Deny the request will not change the current direction or outcome.

C. Modify:
Council could modify the desired recommendation; staff would begin exploring the cost and resources necessary to meet the desired outcome.
D. Continue the Item:
Continuing the item will have not have any significant impacts.
E. Do Nothing:
Doing nothing will not change the current direction or outcome.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Internationally recognized & respected brand + Varied and extensive event offerings + Unique and diverse businesses + Balance between tourism and local quality of life	~ Reduced municipal, business and community carbon footprints (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Residents live and work locally + Skilled, educated workforce + Diverse population (racially, socially, economically, geographically, etc.) + Primarily locally owned businesses	+ Streamlined and flexible operating processes + Engaged, capable workforce
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive	Neutral	Very Positive	Positive
Comments:				

Funding Source:
Funding options need to be researched and will vary based on the desired outcome. If City Council would like staff to pursue a feasibility study, staff will return in a work session to discuss the expected costs, possible funding sources, and the possibility of partnering with Summit County on a feasibility study.

Consequences of Not Taking the Recommended Action:
If no action is taken, there would be no change to current efforts to promote broadband which has included relationship building with providers.

A robust fiber network investment has the broadest potential to yield significant positive results: affecting economic development, diversity, and promoting Park City in a very momentous way.

The speed of innovation is creating bandwidth hungry devices and possibilities that will not be realized without a strong framework. Our municipal system is fiber—it's the medium that provides PCMC with the ability to distinguishes itself and attract/retain talent.

If the City views the existence of advanced broadband as both a social imperative as well as an essential element for business, tourisms, and retention then enhanced levels of service are critical.

Recommendation:
Direct staff to explore and outline the opportunity costs and risks associated with establishing a fully integrated fiber network that maintains free market principles (Option 4).

City Council
Staff Report

Subject: **Blue Ribbon Commission Mayor and Council Compensation**
Author: **Matt Dias, Assistant City Manager**
Phyllis Robinson, Communications and Public Affairs Manager
Date: **November 14, 2013**
Type of Item: **Work Session**

Summary Recommendations:

Staff recommends that the Mayor, with the consent of the Council, appoint the following members of the Mayor and Council Compensation Commission ("Compensation Commission") as recommended by the Selection Committee:

1. Melissa Band
2. Andrew Caplan
3. Becky Kearns
4. JF Lanvers
5. Teri Orr

ALTERNATE: Nancy Dalaska

Dr. Rex Facer, Associate Professor of Public Finance and Management with the Romney Institute of Public Management at Brigham Young University, will provide guidance to the Commission during its discussions. Dr. Facer recently authored "*Getting It Right: How and Why We Should Compare Federal and Private Sector Compensation"* in the Public Administration Review. He also served on the Federal Salary Council. He will not be a voting member of the Compensation Commission.

The Compensation Commission will examine and evaluate the City's existing practices for establishing Mayor and Council compensation and make, if necessary, recommendations to the Mayor and Council regarding any proposed changes. The Commission would participate in four to six weekly meetings, and deliver its findings to the Mayor and Council in late December.

Topic/Description:
Mayor and Council Compensation Study

Background:
The Mayor and Council requested staff to establish a Blue Ribbon Commission to assess and make recommendations on Mayor and Council compensation for future years. Staff implemented a two-stepped community approach to seek diverse commission participation.

1. **Selection Committee:** A three-member selection committee was created to review applications and forward its recommendations to the Mayor and Council.
    - **Trisha Worthington,** Executive Director, The Park City Foundation
    - **Bill Malone,** Executive Director, Park City Chamber and Visitors Bureau
    - **George Hull,** Retired Pilot, Past Chair; Parks, Recreation & Beautification Advisory Board, Current member Friends of the Farm committee

    Selection Committee members signed a non-disclosure agreement and their names remained confidential until after the applications were received and recommendations made to the City Council. This allowed the Selection Committee to review and discuss applications without external pressure. Staff provided technical assistance to the committee in the application process, but did not make recommendations on the appointments.

2. **Blue Ribbon Commission:** Following the November 14 City Council meeting the Blue Ribbon Commission will begin meeting under the direction of Dr. Rex Facer. Staff's role will be limited to providing assistance to Dr. Facer and the Commission as requested. We believe it is important for staff's role to be limited for the integrity of the community process. The Commission is tentatively scheduled to make its recommendations to the Mayor and Council at its December 19, 2013 Council meeting.

Analysis:
Seventeen applications were submitted and 14 were deemed complete. Applicants represented a diversity of community and professional experience, age, income and tenure in the community. Each application was assigned a number in place of the applicant's name. Each committee member ranked the applications individually and then met as a group to develop its recommendations to the Mayor and Council.

The Selection Committee recommends that the Mayor and Council name the following Park City residents to the Blue Ribbon Commission on Mayor and Council Compensation.

1. Melissa Band
2. Andrew Caplan
3. Becky Kearns
4. JF Lanvers
5. Teri Orr

ALTERNATE: Nancy Dalaska

Staff wishes to thank publicly the members of the Selection Committee for their contribution of time and service to this initiative. The Selection Committee will attend the November 14 City Council work session to present its recommendations and answer questions.

The Blue Ribbon Commission effort will result in an educated, well-vetted, public process and result that will facilitate Council direction in the future. The Commission meetings will be noticed and open to the public.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	Provide Amenities, Facilities, Trails & Infrastructure	Mitigate Mining Legacy Including Mine Waste, Soils and Physical Hazards	Retain & Attract Diversified Business Types	Facilitate Citizen Engagement, Public Participation and Timely Communication
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Neutral	Neutral	Positive	Positive

Department Review:

This report was reviewed by Legal and Executive Departments.

Funding Source:

Staff will provide support to the Commission on staff time. Dr. Facer will receive an honorarium for his contribution to this committee. This cost will be funded from existing professional services budget in the Executive Department.

Consequences of not taking the recommended action:

Staff recommends the creation of the Blue Ribbon Commission to ensure a broad, inclusive, and thorough analysis of the issues surrounding the city's Mayor and Council compensation policy and practices.

Recommendation:

Staff recommends that the Mayor, with the consent of the Council, appoint the following members of the "Mayor and Council Compensation Commission (Compensation Commission) as recommended by the Selection Committee:

1. Melissa Band
2. Andrew Caplan

3. Becky Kearns
4. JF Lanvers
5. Teri Orr

ALTERNATE: Nancy Dalaska

Dr. Rex Facer, Professor of Public Finance and Management with the Romney Institute of Public Management at Brigham Young University, will provide guidance to the Commission during its discussions.

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
EXECUTIVE										
Coordination and management of Council records and proceedings, minutes and motions. Maintenance of official documents.	CITY COUNCIL	Timely Completion of Packets, minutes, and routine maintenance of official documents	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	City Recorder Sr Recorder/Elections	Ongoing
Meeting Documentation Software	CITY COUNCIL	issue RFP, Select provide, enter into agreement	Responsive, Cutting-Edge & Effective Government	Delayed	1	01/01/2013	10/31/2013	Medium	Meet. Doc. Team	Project delayed but due to be approved by city Council in October with implementation in January 2014
Implementation of Documentation Software	CITY COUNCIL	Audio streaming and indexed minutes on-line	Responsive, Cutting-Edge & Effective Government	Delayed	1	06/01/2013	1/31/2014	Medium	City Recorder/Sr. Recorder/Asst. Recorder	Award of contract delayed. Scheduled to be approved in October with implementation to occur in January, 2014.
Increase interagency outreach among regional partners Action Step #1	CITY MANAGER	IA Task Force meetings. County manager meetings	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	City Manager/ACM	Bi-Monthly Meetings December 2013
Robust communications to residents via multi-media	CITY MANAGER	Weekly interviews on KPCW; timely posting of new events; social media	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	City Manager/ACM	Weekly
Proactively develop initiatives to respond to community challenges and shape policy for Council.	CITY MANAGER	Guide and help support proactive policy formation	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	City Manager/ACM	

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Foster relationships for City at local, state and federal levels	CITY MANAGER	With Fed & State Lobbyists identify bills that could negatively impact PC	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	ACM	Annually
Communication with Council and Mayor	CITY MANAGER	Weekly reports to Council/bi-weekly meetings with council members	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	City manager/ACM	Weekly
Manage daily operations	CITY MANAGER	prompt interactions with Staff	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	City Manager, ACM	
Facilitate attendance at ICMA LEAD Workshops seminars in Virginia	CITY MANAGER	Monetary contribution to allow attendance	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	City Manager	
Develop Park City LEAD program	CITY MANAGER	Weekly Meetings	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	LEAD Team	
Implement Council direction	CITY MANAGER	Direct Council-directed initiatives and policy changes	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	City Manager/ACM	Quarterly
Address public safety, economic, social and environmental factors	CITY MANAGER	Address issues in timely manner and outcomes reported to council	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	City Manager/ACM	
Maintain relationships with Utah League of Cities and Town	CITY MANAGER	Participate in ULCT Legislative Policy and Baci Meetings	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	ACM	

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Assist Council/Mayor in performance of their official duties.	CITY MANAGER	Responses to information requests and meeting organization	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	City Manager, ACM, City Recorder, Exec Staff	Weekly
Support Governance Process	CITY MANAGER	Timely response to Mayor and Council requests	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	City Manager, Deputy CM	
Communication with Boards and Commissions	CITY MANAGER	Timely dissemination of information	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Low	City Manager, ACM, City Recorder	Weekly
Provide ongoing organizational leadership and support to the Managment team.	CITY MANAGER	Weekly and Quarterly Management Team meetings and Quarterly trainings	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Low	City Manager/ACM	
Direct and coordinate State/Federal Legislative activities	CITY MANAGER	Analyzes and problem-solves complex legislative issues	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Low	ACM	Even Years
Provide organizational leadership and support to further the City's culture of accountability	CITY MANAGER	Guide and Support proactive policy formation	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Low	City Manager/ACM	
Manage Municipal Elections (candidate filings and financial reporting)	ELECTIONS	meet legal deadlines and ensure proper reporting	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	Senior Recorder	Odd years

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Manage polling/staffing for municipal elections	ELECTIONS	Polling stations are staffed with trained poll workers	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	Senior Recorder	Odd years
Satellite Registration and Polling Location for County	ELECTIONS	Facilitate voter registrations; Primary and General Elections in City Hall	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	Senior Recorder	Even Years
Advise all City Departments	LEGAL	Provide training to City Management	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Attorneys	1 to 3 days turnaround time
Review City policies and procedures	LEGAL	Advise on current law and regulations	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Attorneys	1 to 3 days turnaround time
Review non-standard GRAMA requests	LEGAL	Advise on ordinary GRAMA requests	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Attorneys	1 to 3 days turnaround time
Attend meetings requiring legal representation	LEGAL	Advise on municipal issues, ethics and public matter	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Attorneys	1 to 3 days turnaround time
Reviews all staff reports to Council	LEGAL	Advises City Staff	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Attorneys	1 to 2 days turnaround
Draft legal opinions	LEGAL	Advise on Municipal issues, ethics and public matters	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Attorneys	On an as needed basis

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Train all city boards, council and commission	LEGAL	Provides active support to all boards and commissions	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Attorneys	Annually or on an as needed basis
Attend all meetings requiring legal representation	LEGAL	Advise on municipal issues, ethics and public matters	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Attorneys	Ongoing
Legal Staff reviews over 175 contracts, agreements	LEGAL	Reviews dispute, modifications, inter-local endeavors, development agreement	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Attorneys	1 to 3 days turnaround time
Performs annual review of standard forms and documents compliant to state and local laws	LEGAL	Provides support to address legal needs	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Attorneys	1 to 3 days turnaround time
Provide training to applicable city staff on contracts and procurement requirements	LEGAL	Provides annual training to city department managers and staff	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Attorneys	1 to 3 days turnaround time
Address all employee/personnel	LEGAL	Advises human resources on disciplinary action, terminations, and administrative appeal	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Attorneys	1 to 3 days turnaround time
Review all employee contracts	LEGAL	Interacts with human resources of new or expiring employee contracts	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Attorneys	1 to 3 days turnaround time

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Annually review of city policies and procedures manual	LEGAL	Counsel managers on emerging employment case law	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Attorneys	1 to 3 days turnaround time
Legal staff provides in-house legal counsel to all city departments for legal representation in mediation, arbitrations administrative hearings and trials	LEGAL	Prepare necessary pleadings, motions or legal memorandums on city litigation. Maintain case management and provide legal research.	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Attorneys/Paralegals/Legal Interns	1 to 3 days turnaround time
Prosecute violators of local and state criminal and traffic laws in Park City	LEGAL	Screen and prepare over 550 criminal files per year for prosecution in justice and district courts	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	Ongoing		Medium	Assistant City Attorney-Prosecution/Paralegals	5 to 7 day turnaround
Provide quarterly trainings and law updates to police department staff	LEGAL	Advises on issues ranging from search warrants to 1st amendment rights	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	Ongoing		Medium	Assistant City Attorney/Prosecution	5 to 7 day turnaround
Implement policies and procedures accessing criminal files through the FBI and state records	LEGAL	Attend mandatory trainings, testing procedures, and comply to state/federal audits of retrieving confidential criminal background information.	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	Ongoing		Medium	Paralegals	Every 12 to 24 months

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Reviews water agreements, change applications, staff reports, and internal policies/strategies	LEGAL	Weekly meetings with Water Department Staff, City Manager and other state/local water entities to discuss City water projects and services	Preserving & Enhancing the Natural Environment	On Track	2	Ongoing		Medium	Deputy City Attorney	Weekly
Attend annual water/ environmental law trainings, seminars, conferences	LEGAL	Implement new laws or updated regulations that impact city water services or environment	Preserving & Enhancing the Natural Environment	On Track	2	Ongoing		Medium	Deputy City Attorney	Annually
Provide general legal support on City environmental issues to the Sustainability Department with multi-party agreements related to contaminated soil in and around Park City	LEGAL	Meet and confer with city staff on environmental issues as they arise.	Preserving & Enhancing the Natural Environment	On Track	2	Ongoing		Medium	Deputy City Attorney	Ongoing
Maintain compliance with State Division of Drinking Water and assist with regulation of hazardous waste repository	LEGAL	Research records of identifying any responsible parties and/or holding property developers accountable fo violations	Preserving & Enhancing the Natural Environment	On Track	2	Ongoing		Medium	Deputy City Attorney	Ongoing

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Investigate all risk incident reports involving employees, city property, and the public	LEGAL	Respond to incidents with a reasonable time-frame	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Paralegals, Attorneys	Ongoing
Minimize expenditure for liability claims	LEGAL	Support, reject, or defend incident reports after proper investigation	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Paralegals, Attorneys	Ongoing
Examine annual underwriting for appropriate coverage for city property, equipment, and general liability	LEGAL	Meet with City's insurance broker and self-insurer administrator to evaluate current and future prevention of exposures	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Paralegals, Attorneys	Annually or on an as needed basis
Consult with outside legal firms for specialty, conflict or complex city cases	LEGAL	Seek outside legal advice on conflicting City legal matters	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Attorneys	1 to 3 days turnaround time

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
INTERNAL SERVICES										
Coordinate with Department Managers to create a balanced budget	BUDGET, DEBT & GRANTS	Budget Adoption, Budget Documents, State budget audits	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	Budget Operations Manager, Budget Analyst	
BFO Software Implementation	BUDGET, DEBT & GRANTS	All dept managers trained on using software and ready for input by start of budget season	Responsive, Cutting-Edge & Effective Government	Complete	3	01/01/2013		High	Budget Operations Manager, Budget Analyst	
Create/update usable performance measures that accurately track the effectiveness and efficiency of each program.	BUDGET, DEBT & GRANTS	Performance Measure Database in BOARD	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	Performance Measurement Analyst	
Update and merge old PMs with new BFO PMs	BUDGET, DEBT & GRANTS	All dept managers trained on using software and ready for input by start of budget season	Responsive, Cutting-Edge & Effective Government	Complete	3	12/01/2012		High	Performance Measurement Analyst	
Coordinate with Project Managers to create a 5-year Capital Improvement Plan and 2-year Capital Budget	BUDGET, DEBT & GRANTS	CIP Plan & Budget Adoption, Budget Documents, State Budget Audit	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	Capital, Debt & Grants Manager	
Water Bond	BUDGET, DEBT & GRANTS	Issue ~$5M water revenue bond in CY 2012	Responsive, Cutting-Edge & Effective Government	Complete	3	01/01/2014		High	Capital, Debt & Grants Manager	

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Golf Fund Model	BUDGET, DEBT & GRANTS	Golf Fund Exp/Rev Tool	Responsive, Cutting-Edge & Effective Government	Complete	3	10/01/2013		High	Capital, Debts & Grants Manager	
Title VI, DBE & EEO Plan Updates	BUDGET, DEBT & GRANTS	Provide updated plans for FTA review	Responsive, Cutting-Edge & Effective Government	Complete	3			High	Capital, Debts & Grants Manager	
Create comprehensive budgeting software that is tailored to the BFO process	BUDGET, DEBT & GRANTS	Go-Live for Budget Process for FY 2014	Other Budget Items	Complete	3	01/01/2014		High	Budget Analyst & Budget Operations Mgr	
Compliance with State and Local Grant Provisions	BUDGET, DEBT & GRANTS	All grant reporting, documentation and procedures will be completed accurately and on time.	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Capital, Debt & Grants Manager	
Walkability General Obligation Bond	BUDGET, DEBT & GRANTS	Issue ~$7.2M GO bond in FY 2013	Responsive, Cutting-Edge & Effective Government	Complete	3	06/01/2013		Medium	Capital, Debt & Grants Manager	
Self-Insurance Fund Study	BUDGET, DEBT & GRANTS	IFT budgets set up and agreed to by enterprise fund managers	Responsive, Cutting-Edge & Effective Government	Complete	3	04/01/2013		Low	Budget Analyst & Budget Operations Mgr	
Admin IFT Calculation	BUDGET, DEBT & GRANTS	IFT budgets set up and agreed to by enterprise fund managers	Responsive, Cutting-Edge & Effective Government	Complete	3	04/01/2013		Low	Budget Analyst & Budget Operations Mgr	

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Track current year revenues to ensure proper funding for budgeted programs	BUDGET, DEBT & GRANTS	N/A	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Low	All Budget Personnel	
Best Practices in Procurement & Local Preference	BUDGET, DEBT & GRANTS	Best Practices in Procurement Guidelines & Staff Report	Responsive, Cutting-Edge & Effective Government	Delayed	1	10/01/2013		Low	Budget Analyst & Budget Operations Mgr	Waiting on another department for final approval.
GASB Implementation	FINANCE	Implement GASBs No. 61, 62, 63 and 65	Responsive, Cutting-Edge & Effective Government	On Track	2	12/01/2013	12/12/2013	High	Finance Manager	
Day to Day Policy Implementation	HUMAN RESOURCES	Compliance in daily operations and systems	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	HR Manager and all Finance personnel	
Policy Design and Implementation	HUMAN RESOURCES	Compliance	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	HR	
Annual benefit program review & bid process	HUMAN RESOURCES	Affordable, practical & competitive employee benefit package	Responsive, Cutting-Edge & Effective Government	Complete	3	Ongoing		High	HR Manager	
Full Time Regular Recruitments	HUMAN RESOURCES	Highly qualified and engaged workforce	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	HR Staff	

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Employee Policies and Procedures Manual	HUMAN RESOURCES	Updated, legally compliant employee policies to ensure smooth operations of City functions. Also helps avoid abuse of City resources and funds.	Responsive, Cutting-Edge & Effective Government	Complete	3	Ongoing		Medium	HR Manager	
Classification and Pay Plan Manual	HUMAN RESOURCES	Updated policy on employee pay and administration	Responsive, Cutting-Edge & Effective Government	Complete	3	Ongoing		Medium	HR Manager	
Research and maintain compliance with federal, state and local laws, as well as local regulatory guidelines as they pertain to employment	HUMAN RESOURCES	Compliance with applicable laws and guidelines	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Low	HR Staff	
Bi-annual pay plan process with market comparisons	HUMAN RESOURCES	Affordable, practical & competitive employee pay philosophy and practice	Responsive, Cutting-Edge & Effective Government	Complete	3	Ongoing		Low	HR Manager & Employee committee	
Systems Support	TECHNICAL & CUSTOMER SERVICES	Advanced management of systems and disaster recovery	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	Systems Administrator	
GIS Support	TECHNICAL & CUSTOMER SERVICES	Facilitate customer centric GIS & mapping	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	GIS Coordinator	

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Website management	TECHNICAL & CUSTOMER SERVICES	Verification and publication within website guidelines	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	IT Customer Service	
User support and training of core software applications	TECHNICAL & CUSTOMER SERVICES	Excellent customer support experience	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	Helpdesk	
Network Support	TECHNICAL & CUSTOMER SERVICES	Support and management of network operations	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	Network Engineer	
Replacement of aging computer equipment	TECHNICAL & CUSTOMER SERVICES	Timely upgrades to end-user equipment and core IT systems	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		High	IT Support Staff	
Archiving Software Upgrade	TECHNICAL & CUSTOMER SERVICES	Improved software to retrieve and store organization archived records	Responsive, Cutting-Edge & Effective Government	On Track	2	01/01/2014		High	Records Coordinator	
Development and focused deployment of virtual-server side applications.	TECHNICAL & CUSTOMER SERVICES	Reduced management and replacement cost of computer equipment.	Responsive, Cutting-Edge & Effective Government	On Track	2	10/01/2013		Medium	Systems Administrator	
App Development	TECHNICAL & CUSTOMER SERVICES	Mobile interactive app for internal & external customers	Responsive, Cutting-Edge & Effective Government	Delayed	1	10/01/2013		Medium	GIS Coordinator	Realigned with Website Redesign and GIS Strategic Plan Update
Website redesign	TECHNICAL & CUSTOMER SERVICES	Enhanced mobile website and user friendly content management	Responsive, Cutting-Edge & Effective Government	On Track	2	04/01/2013	6/30/2014	Medium	IT Customer Service	The IT Department has delayed this project with the resignation of two senior staff members. The project will continue forwarding pending development and training time.

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Security Investments	TECHNICAL & CUSTOMER SERVICES	Improved awareness and capability to address security issues	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Medium	Network Engineer	
Technical Training	TECHNICAL & CUSTOMER SERVICES	Innovative approaches to support & growth challenges	Responsive, Cutting-Edge & Effective Government	On Track	2	Ongoing		Low	Systems Administrator & Network Engineer	
Asset management software deployment	TECHNICAL & CUSTOMER SERVICES	New software for asset and work-order management	Responsive, Cutting-Edge & Effective Government	Complete	3	04/01/2012		Low	GIS Coordinator	
Expansion of network services and bandwidth	TECHNICAL & CUSTOMER SERVICES	Increased support of network enabled devices and Wi-Fi	Responsive, Cutting-Edge & Effective Government	On Track	2	01/01/2015		Low	Network Engineer	

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Public Safety										
Complete Community Wildfire Protection Plan (CWPP)	EMERGENCY MANAGEMENT	Completed Plan presented to Council	An Inclusive Community of Diverse Economic & Cultural Opportunities	Complete	3	12/01/2013		High	H Daniels, P Robinson	Ahead of schedule but waiting on PCFD and State to finish technical data
Develop an online employee preparedness program	EMERGENCY MANAGEMENT	Develop a Power Point with sound program for all employees	An Inclusive Community of Diverse Economic & Cultural Opportunities	Delayed	1	07/01/2013	6/30/2014	High	H Daniels	Waiting on new equipment to make video and new tab on Sharepoint/Employee Portal
Update the three-year training and exercise plan	EMERGENCY MANAGEMENT	New plan as required for EMPG compliance	An Inclusive Community of Diverse Economic & Cultural Opportunities	Complete	3	02/01/2013		High	H Daniels & Emergency Management Group (EMG)	
Update the two-year employee training matrix	EMERGENCY MANAGEMENT	New compliance matrix for updated CEMP	An Inclusive Community of Diverse Economic & Cultural Opportunities	Complete	3	12/01/2012		High	H Daniels & Emergency Management Group (EMG)	
Update Hazard Inventory & Vulnerability Analysis (HIVA)	EMERGENCY MANAGEMENT	Updated section in the CEMP	An Inclusive Community of Diverse Economic & Cultural Opportunities	Delayed	1	05/01/2013	6/30/2014	High	H Daniels & Emergency Management Group (EMG)	Review partially completed and a new Cyber Security HIVA/EAP being added

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Convert and update all closed circuit video systems to centralized network	EMERGENCY MANAGEMENT	Centralized digital camera system	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	06/01/2015		High	H Daniels, S Robertson & M Lennon	Ahead of Schedule
Purchase necessary equipment and upgrade to digital where possible	EMERGENCY MANAGEMENT	All systems moved to the central network	Other Budget Items	On Track	2	06/01/2015		High	H Daniels, S Robertson & M Lennon	
Establish a citywide Safety Training Program for all departments including a job specific training matrix	EMERGENCY MANAGEMENT	Completed Training Matrix and begin training program for all identified employees	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	06/01/2014		High	H Daniels & Management Team	
Develop a citywide Safety program that is consistent throughout all departments and develops a culture of Safety for all employees	EMERGENCY MANAGEMENT	Utah Occupational Safety and Health (UOSH) Compliance	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	12/01/2014		High	H Daniels, D Foster, M Dias & Management Team	
Outline available funding and future funding as a part of a multi-department Risk Management Team	EMERGENCY MANAGEMENT	Identify accounts for Safety and Risk Management and applicable access	An Inclusive Community of Diverse Economic & Cultural Opportunities	Complete	3	12/01/2013		High	H Daniels, D Foster, M Dias, M Harrington & J Briggs	

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Online SDS system citywide	EMERGENCY MANAGEMENT	System contracted for and implemented for all buildings and employees	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	06/01/2014		High	H Daniels, M Dias & Select Departments	
Implement the CWPP goals	EMERGENCY MANAGEMENT	Engage partners to complete goals	An Inclusive Community of Diverse Economic & Cultural Opportunities	Complete	3	12/01/2013		Medium	H Daniels, P Robinson & M Dias	This has been passed to the PCFD. PCMC will continue to be a partner
Continue and expand as able the Be Ready Park City outreach campaign	EMERGENCY MANAGEMENT	Complete at least two communitywide outreach programs per year	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	12/01/2013	12/1/2014	Medium	H Daniels, P Robinson	Received $10,000 EMPG matching project grant for this program in 2013. No grants available for 2014 but moving forward on a smaller program for 2014 with a new deadline.
Become a Storm Ready community	EMERGENCY MANAGEMENT	Work with NWS to meet the requirements for designation	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	06/01/2013	6/30/2014	Medium	H Daniels	In final stages, need NWS to be available to do classes.
Update EOC equipment as needed	EMERGENCY MANAGEMENT	Replace aging equipment according to schedule	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	06/01/2013	6/30/2015	Medium	H Daniels	Established life cycles and replacements will be ongoing according to replacement schedule over the next five or more years

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Begin the process of developing a Recovery Plan for a major disaster	EMERGENCY MANAGEMENT	Recovery Plan	An Inclusive Community of Diverse Economic & Cultural Opportunities	Delayed	1	06/01/2014	6/30/2015	Medium	H Daniels	New Safety program has taken priority and this is also a complicated and long process project.
Update snow removal contracts to include emergency debris removal	EMERGENCY MANAGEMENT	Updated contracts	An Inclusive Community of Diverse Economic & Cultural Opportunities	Delayed	1	12/01/2013	12/1/2014	Medium	H Daniels & B Fonnesbeck	Re-visiting process for next year
Develop a Continuity of Operations Plan (COOP)	EMERGENCY MANAGEMENT	Completed Plan	An Inclusive Community of Diverse Economic & Cultural Opportunities	Delayed	1	12/01/2015	6/30/2016	Medium	H Daniels	New Safety program has taken priority and this is also a complicated and long process project.
Develop a Critical Infrastructure Protection Plan	EMERGENCY MANAGEMENT	Completed plan with list of recommendations for increased security	An Inclusive Community of Diverse Economic & Cultural Opportunities	Delayed	1	06/01/2014	12/1/2015	Medium	H Daniels	New Safety program has taken priority and this is also a complicated and long process project.
Convert, update and add electronic access control (electronic locks) to centralized network	EMERGENCY MANAGEMENT	Centralized Access control System	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	12/01/2016		Medium	H Daniels, S Robertson & M Lennon	

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Purchase new electronic locks and move towards a centralized system	EMERGENCY MANAGEMENT	Convert buildings one at a time to centralized system	Other Budget Items	On Track	2	12/01/2016		Medium	H Daniels, S Robertson & M Lennon	
Establish a citywide Safety Committee to assist in the development and maintenance of the Safety program	EMERGENCY MANAGEMENT	Establish a ten member committee along with policy and procedures for the committee	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	03/01/2014		Medium	H Daniels	
Develop a citywide Safety Manual with Department specific appendices	EMERGENCY MANAGEMENT	Completed Safety Manual	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	07/01/2014		Medium	H Daniels, Safety Committee, All Departments	
Online training opportunities for identified topics	EMERGENCY MANAGEMENT	Product contracted for and implemented	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	12/01/2014		Medium	H Daniels, M Dias & Safety Committee	
Add to EOC equipment	EMERGENCY MANAGEMENT	Purchase additional equipment	Other Budget Items	On Track	2	06/01/2013	6/30/2015	Low	H Daniels	This will be ongoing as technology and opportunities arise.
Add to Response & Building equipment	EMERGENCY MANAGEMENT	Purchase additional equipment	Other Budget Items	Complete	3	06/01/2013		Low	H Daniels	

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Review current MAG plan and provide updates	EMERGENCY MANAGEMENT	Updated Park City section to the MAG Mitigation Plan	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	12/01/2014		Low	H Daniels	
Establish and continue education with Park City Community Anti-bullying Coalition	POLICE	Continue to meet with community coalition and set yearly agenda.	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	01/01/2013	1/1/2014	High	Wade Carpenter	Coalition working on 501c3 status. Executive board has been selected for the Coalition. Leaders for Life is rescheduled for November 15 & 16, 2013.
Physical Fitness Requirements	POLICE	All officers meet year one requirements according to four year plan.	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	11/01/2012	11/6/2014	High	Department Administration	Department members are taking advantage of the City Wellness Program as well as personal fitness programs and regimens. Many members are hitting the 3rd and 4th year testing standards in Year Number One. After completing the next biannual test in October of 2013, employees should be at the 3rd year standards. The 4th year standards should be achieved by the Oct. 2014 test.
Continue to evaluate community needs and adapt patrol & investigative tactics accordingly.	POLICE	Presentation on how they are using data from crime reports to adapt tactics.	An Inclusive Community of Diverse Economic & Cultural Opportunities	Complete	3	03/01/2013	9/17/2013	High	Phil Kirk & Rick Ryan	Phil and Officer Cameron Thor presented this training during this year's department annual training on Sept. 10th and 17th of 2013.
Evaluate traffic enforcement efforts to improve walkability and bike-ability of community.	POLICE	Report on effectiveness of increased officer presence.	An Inclusive Community of Diverse Economic & Cultural Opportunities	Complete	3	Ongoing		High	Phil Kirk	Phil is working with Traffic Sergeant Robinson on completing this evaluation.

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Establish victim advocates support.	POLICE	To have service up and running.	An Inclusive Community of Diverse Economic & Cultural Opportunities	Delayed	1	11/01/2012	10/1/2013	High	Phil Kirk & Lisa Rogers	Tawnya Cazier was hired as the Victim Advocate Coordinator in Nov. 2012. The program was operational until the 2nd week in June 2013 when Ms. Cazier suddenly resigned. This setback now necessitates us starting the hiring and training process over. Phil will be working with Lisa & Nate to fill the vacancy by the end of September 2013.
Train employees on how they should respond in given scenarios. Starts in November 2012.	POLICE	Finish developing policy, schedule training. Conduct the training exercise.	An Inclusive Community of Diverse Economic & Cultural Opportunities	Complete	3	01/01/2013		High	Rick Ryan	Employee training was conducted in December of 2012.
Prepare personal safety training for city employees.	POLICE	Completed training and set dates.	An Inclusive Community of Diverse Economic & Cultural Opportunities	Complete	3	07/01/2013		High	Wade Carpenter, Phil Kirk & Rick Ryan	Training has been conducted and offered to all city employees in a class room setting and two practical simulated shooting scenarios have been conducted for the Marsac Employees.
Senior elected officials emergency management training.	POLICE	Completed training	An Inclusive Community of Diverse Economic & Cultural Opportunities	Complete	3	07/01/2013		Medium	Wade Carpenter & Hugh Daniels	Great Utah Shakeout scheduled for April 17.
Maintain and update mandatory ICS training.	POLICE	Monitor new dates of hire to make sure all new employees complete training	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	Ongoing		Medium	Wade Carpenter, Hugh Daniels, Rick Ryan & Phil Kirk	Training Sgt. Vai has ensured that all of our employees have completed the required ICS training.

Action Step	Dept.	Deliverable/ Description	Council Goals	Status		Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
Compstat Training	POLICE	All employees trained on how to utilize Compstat.	An Inclusive Community of Diverse Economic & Cultural Opportunities	Complete	3	07/01/2013	9/17/2013	Medium	Phil Kirk	Phil is working with CrimeReports.com and the patrol sergeants to develop the training needed to accomplish this goal. Phil completed the training during the department's annual training academy on Sept. 10th and 17th of 2013.
Train citizens on public safety. (11 week program)	POLICE	Understanding of how police department functions, tactical training, etc.	An Inclusive Community of Diverse Economic & Cultural Opportunities	Complete	3	05/01/2013		Medium	Phil Kirk & Terry Knechtel	Officer Knechtel completed his 3rd session of the Citizen's Academy in May 2013. He worked with local media (KPCW and Park Record) to create awareness.
Increase social media presence.	POLICE	1) Report to Chief of Police on new social media developments that could be used by department. 2) Use crime mapping internally to help project crime trends.	An Inclusive Community of Diverse Economic & Cultural Opportunities	On Track	2	01/01/2013	1/1/2014	Low	Phil Kirk	1) Officer Powers and I are working on posting our "Most Wanted" suspects on the PD's Facebook page but we've run into some technical issues that still need to be resolved. 2) Phil & Officer Thor have completed development. Training now being implemented. 3) Facebook and Twitter accounts are updated on a daily basis by Phil.
Increase use of Compstat technology.	POLICE	Increased officer accountability for reducing crime for their sector. Evaluate Compstat technology.	An Inclusive Community of Diverse Economic & Cultural Opportunities	Complete	3	01/01/2014	9/17/2013	Low	Phil Kirk	Phil trained all of the department employees in the annual training academy on Sept. 10th and 17th of 2013.

Lower Park Avenue Redevelopment Authority Staff Report

Subject: Purchase Agreement for 1321 and 1323 Woodside Avenue
Author: Jonathan Weidenhamer
Department: Sustainability
Date: November 7, 2013
Type of Item: Administrative

Summary Recommendations:
Direct staff to enter into a purchase agreement, including a release/re-conveyance of the City-held trust deed, for 1321 and 1323 Woodside Avenue from the Elliott Work Group (EWG) in a form approved by the City Attorney.

Topic/Description:
Property acquisition of 1321 and 1323 Woodside Avenue which is contiguous to RDA owned land at 1361 Woodside Avenue (aka senior center).

Background:
This is the same report submitted to City Council on November 7, 2013. They will need to consider the item in their role as the Lower Park Avenue Redevelopment Authority. On November 7, the City Council was supportive of staff's recommendation.

In September 2008 the LPA RDA provided financing to Elliott Workgroup Development to acquire the parcels at 1321-23 Woodside Avenue. The loan is an expressly identified and permissible use of tax increment funds. Utah Code 17C-1-411 specifies that the RDA may use tax increment from a project area to pay all or part of the value of the land for and the cost of installation, construction and rehabilitation of any building, facility, structure or other housing improvements to increase, improve and preserve the affordable housing supply for the community that created the agency. The agency may lend, grant or contribute funds to a person, public entity, housing authority, private entity or business or nonprofit corporation for affordable housing.

The RDA financing created the opportunity for the City and private land owner to work together within an area to create complementary projects that provided critical affordable housing mass beyond simply a few scattered home. The hope at the time was for a 100% affordable product, but this is not a regulatory requirement of the RDA.

Staff strongly believes that it was important to master plan this property with contiguous land owned by the City as a whole to create a compatible overall design for the area and ensure an ease of access to the rear of the City's property. The ability to incorporate the adjacent property provided opportunities for greater design flexibility and compatibility. Providing a loan to EWG for this site acquisition provided the City with the ability to participate to a greater degree than if the property was privately financed and keep open the option to create a joint venture.

In August/September 2009 a local design charette was held for the LPARDA. A concept development plan was created for a 10 unit affordable project. There have been subsequent studies/concept plans developed from that time: Design Workshop/PlanWorks high level concept plans and project list reviewed by Council in January 2010, and more specifically the PlanWorks Implementation Plan for the LPA RDA adopted in January 2011. A brief overview of the history and content of the LPA master planning is attached as Exhibit A. It includes a summary of the Master Plan, the specific findings and recommendations of the specific Neighborhood and Community Redevelopment Plan, and an overview of the 5 joint meetings with the Planning Commission on Redevelopment.

Analysis:
Staff is prepared to move forward with the implementation of the Lower Park Avenue Master Plan based on the integrated, proactive approach articulated through the joint Council/ Commission meetings in Summer of 2011, as well as in previous Council annual visioning discussions and formalized during the library renovation work session on November 8, 2012.

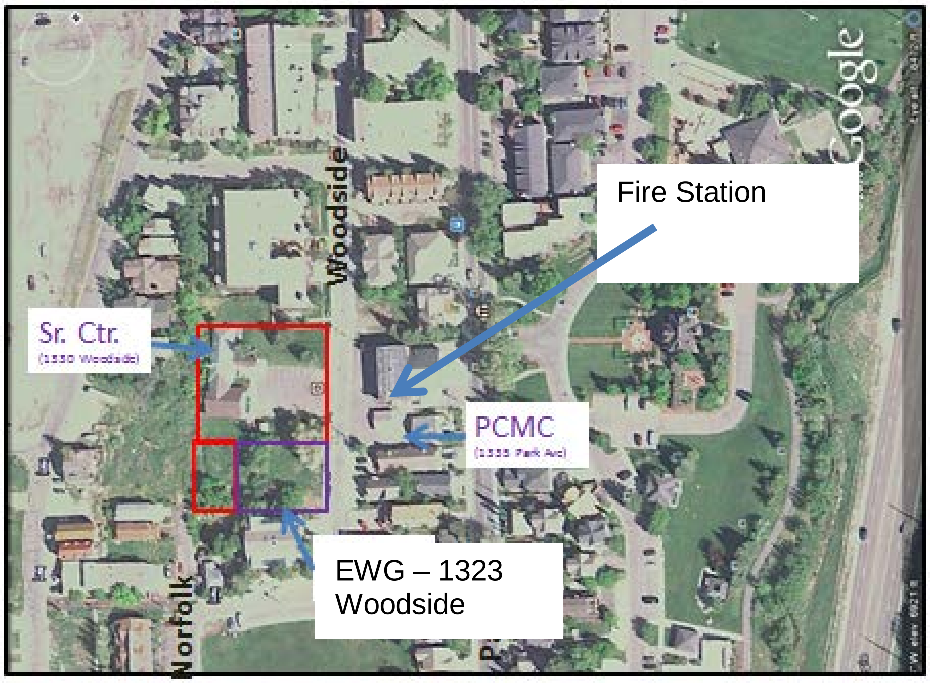
At this time there are a series of in progress and pending capital projects to kick-off the neighborhood redevelopment plan implementation. We believe these visible projects, supported in varying ways by Park City Municipal/RDA will spur further private reinvestment in the area:

1. Library Renovation & 3rd Floor Community Space(in progress);
2. **Woodside Avenue Housing;**
3. Senior & Community Center (pending additional public process);
4. PCMR parking lot redevelopment.

In June 2012 staff met with EWG to advance a joint venture concept. EWG agreed to prepare all documents necessary for a formal Pre-Application at the Planning Commission for a multigenerational housing project on his parcel (1323 Woodside) and City parcel where the senior center is currently located (1330 Woodside). The proposal would also include reconstruction of the house demolished from the site at 1323 Woodside across the street, behind the green house south of the fire station at 1335 Park Ave.

The scope that EWG agreed to included: survey; site plan; elevations and floor plans for the individual unit types. The work also included a detailed business plan or pro-forma detailing the cost of the development and estimated profits. The following is a location map and then site plan prepared by EWG:

Location Map



2012 Joint Venture Concept Site Plan Prepared by EWG

In the most recent appraisal for the property (October 2013) the appraised value had dropped approximately $250,000 below the loan amount. The RDA made the loan because it believed having a cooperative land owner was the best way to effectuate Council's stated redevelopment goals and would create a better redevelopment scenario for the LPA. There have been delays over the last two years as the City attempted to identify its goals for the area.

At this time the City needs to get the loan off our books. Staff is recommending, in lieu of foreclosure for non-payment on the loan & interest, a purchase agreement that conveys warranty deeds to 1321 and 1323 Woodside from EWG to the RDA. This will allow the City to pursue its RDA plan unencumbered.

The following are the general terms that are proposed, subject to City Council approval:

1. In lieu of payment on the loans from EWG to the Park City Redevelopment Authority the parties would enter a purchase agreement that conveys warranty deeds, if possible to 1321 and 1323 Woodside from EWG to the LPA RDA;
2. Updated appraisals were conducted on October 13, 2013. The values are:
    a. 1321 Woodside - $550,000;
    b. 1323 Woodside - <u>$850,000</u>;
    c. Total Value $1,400,000
3. The RDA agrees to apply an interest rate of 3.3% from September 25, 2008 – January 31, 2010 ($79,987), at which point we recognize delays to moving forward were caused by the City and therefore agree to discontinue accrual of interest on February 1, 2010.
4. Therefore the outstanding principal remaining on the EWG loan is:
    $1,652,912.00 principal
    <u>$ 79,986.50 interest</u>
    $1,732,898.50
5. The RDA agrees EWG has satisfied its agreement to prepare documents necessary to submit a pre-MPD application. Further the RDA agrees to pay EWG $79,986.50 for a portion of the professional services produced by EWG to prepare those documents (survey, printing, paper, intellectual and design work, etc.). The value of professional services completed and documented by EWG is estimated at approximately $240,000;
6. The RDA would assume responsibility for the Preservation Plan approved during the demolition of the structure at 1323 Woodside which requires the structure be recreated in the neighborhood.

Department Review:
Budget, Finance, Legal Departments and the City Manager reviewed this report.

Alternatives:

A. Approve:
This is staff's recommendation;

B. Deny:
Denial would leave little option but foreclosure;

C. Modify:
Direct staff to modify the "general terms" described above.

D. Continue the Item:

E. Do Nothing:
Similar to Denial, there would be little option but to call the note on the loan. The outstanding loan needs to come off the City's books.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	~ Balance between tourism and local quality of life	(+/-) (Select Desired Outcome)	+ Residents live and work locally	+ Fiscally and legally sound
	+ Safe community that is walkable and bike-able	(+/-) (Select Desired Outcome)	+ Preserved and celebrated history; protected National Historic District	(+/-) (Select Desired Outcome)
	+ Multi-seasonal destination for recreational opportunities	(+/-) (Select Desired Outcome)	+ Physically and socially connected neighborhoods	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Neutral ⇔	Neutral ⇔	Very Positive ⬆	Positive ⇧

Comments: The RDA is a tool that can be used to create affordable housing and spur new growth. The purchase of this land will allow the City to provide more of one of those two, but not both. Moving forward, as we implement a project in this location, Council will be asked to balance community housing and other neiighborhood goals with facilitating new growth and redevelopment. Different development and financial options will be created for them to consider.

Funding Source:
The Lower Park Avenue RDA budgete currently has over $10 M in cash in reserves and includes over $2M for land purchases.

The LPA RDA is the funding source for these projects. The LPA RDA is now generating approximately $1.2M annually. There is currently $10 M in uncommitted funds available in the LPA RDA. The RDA will amass an estimated additional $3 M more through 2015, and with the extension now through 2030 as much as an additional $30M or more, depending on growth and tax base through 2030, when it is scheduled to expire. The master plan identifies a placeholder number of $10-$15 M for the projects described in this report and includes over $2m for land acquisition.

Consequences of not taking the recommended action:
There would be little option but to call the note on the loan. A voluntary settlement and deed back to the City eliminates further project delays and administrative costs and time of foreclosure. The outstanding loan needs to come off the City's books and results in likely the same short term value difference.

Recommendation:
Direct staff to enter into a purchase agreement, including a release/re-conveyance of the City-held trust deed, for 1321 and 1323 Woodside Avenue from the Elliott Work Group (EWG) in a form approved by the City Attorney.

Exhibits

A – Relevant Background & Master RDA Plan for City-owned property

Exhibit A

Summary

The RDA provides an opportunity to take a proactive role in striving for a truly vital, active and sustainable community – as opposed to a more traditional regulatory or reactive role. In January 2011 Council adopted a phased master plan for the Lower Park Avenue RDA neighborhood and community areas. The master plan promotes preservation of historic character and fabric, diversity in housing types, and economic vitality in destination tourism. It is a proactive plan that incorporates community, economic and environmental goals as the area redevelops.

This master plan was based several studies and reports.

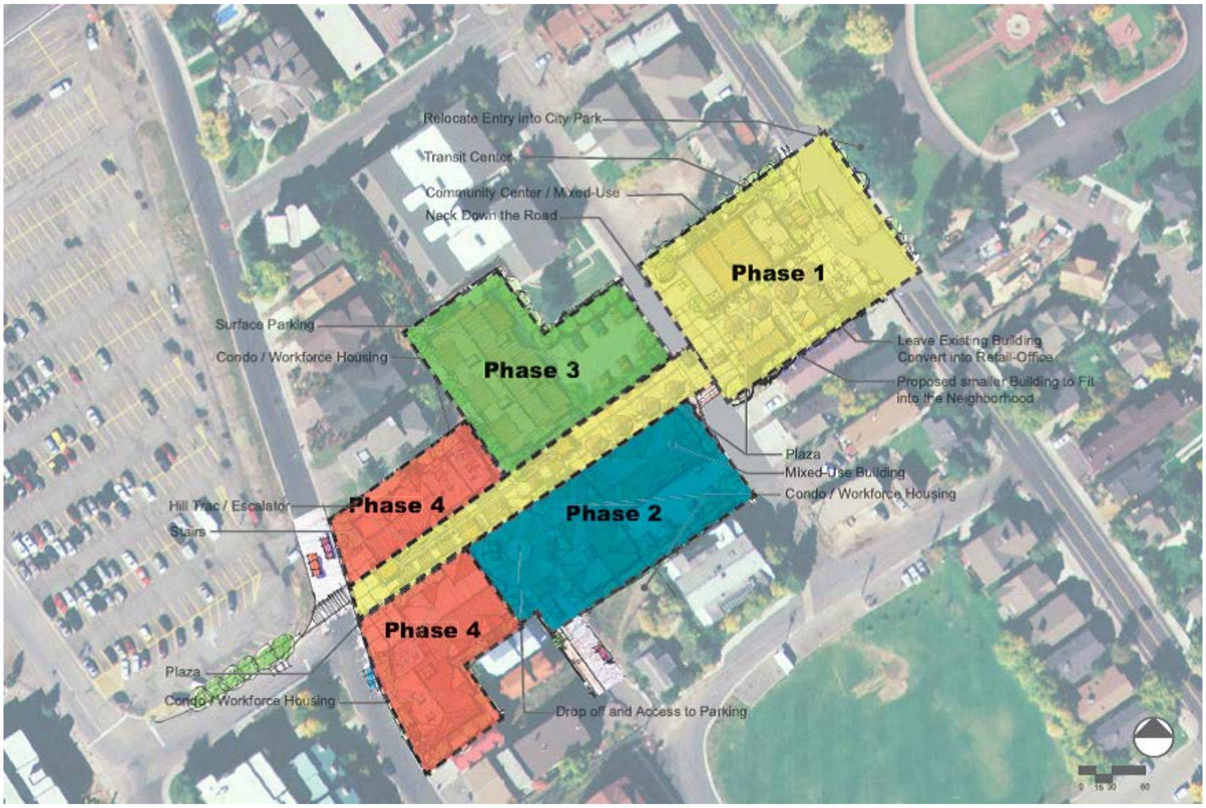
- In 2009 staff commissioned a project plan with Design Workshop in preparation for an extension of the RDA. This report included an overall project list for the LPA RDA divided into three project areas: 1) Parking Lot Redevelopment at PCMR, 2) Transportation, Traffic, Circulation and Walkability, and 3) Community and Neighborhood Redevelopment and Improvement. During the January 2010 workshop on this plan, additional direction was given to prepare an implementation strategy for City –owned property in the RDA within the following framework and goals:

    - Maintain all existing green/open spaces
    - Maintain and don't overpower remaining historic fabric, scale, character and authenticity
    - Explore housing alternatives
    - Explore an east-west corridor
    - Explore community/senior center opportunities
    - All projects should have sustainability and green goals.

- The second phase of planning done by PlanWorks (Michael Barille) and was a further articulation of the Community and Neighborhood recommendations of the 2009 study and focused on major pieces of City owned property in and around the Park Avenue fire station and senior center. It also articulated the values expressed by the community in Visioning. These projects were reviewed in a work session meeting on January 27, 2011 and included:

- a physical connection from City Park to PCMR, a senior/community center,
- restoration of two historic homes,
- introduction of a diverse housing mix,
- possible funds for a library renovation, and

- further abatement of historic structures in this district.



The redevelopment goals and master plan for Lower Park Avenue were re- affirmed in the 2011 market analysis prepared by Design Workshop and throughout the joint Council/Planning Commission meetings and survey in summer 2011.

Regarding Lower Park, the findings of the market analysis presented at the first joint meeting stated that the "*Lower Park Avenue District, including the areas around PCMR, has a tremendous opportunity to redevelop and shape its identity in the Park City marketplace over the next several years. The various property owners should look for opportunities to support both the day skier and destination visitor markets in this part of Park City and should work with PCMR to define development concepts that serve its day skier market while creating a destination district that includes a range of places to eat, shop and have fun that appeal to locals and the greatest variety of tourists possible."*

These findings were echoed in the survey of City Council/Planning Commissioners who described the highest and best use for this area as mixed use, recreation and focused on visitors. The design and planning challenge is how to transform an area whose current state is described as lacking identity, underutilized and rundown, outdated and aging and by extension limited in its contributions to achieving community goals.

LOWER PARK AVENUE SURVEY FINDINGS

Question 3: Taking a Portfolio Approach, rank the CORE VALUES in order of importance to the redevelopment/development of LOWER PARK AVENUE/PCMR.	
Most Important	Sense of Community
Second Most Important	Historic Character
Third Most Important	Small Town
Fourth Most Important	Natural Setting
Question 4: Taking a Portfolio Approach, rank the LEVERS in order of importance to the redevelopment/development of LOWER PARK AVENUE/PCMR.	
Most Important	Equity
Second Most Important	Quality of Life
Second Most Important	Economy
Fourth Most Important	Environment

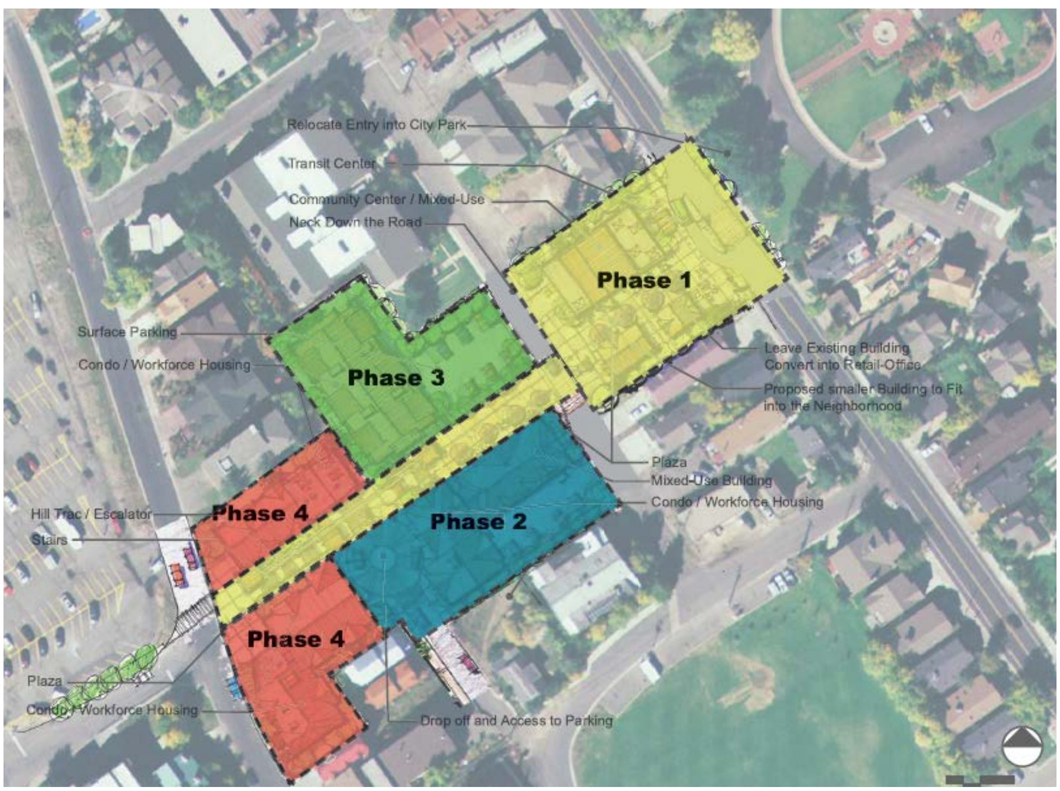
Current Character	Future Character
Lacking Identity	Diverse
Uninviting	Affordable
Underutilized/ Room to grow	Inviting
Rundown/Outdated	Strong Identity
Diverse	Family Friendly

Current Function	Future Function
Resort Oriented	Interactive Open Space/Parks
Recreation	Resort Oriented
Residential	Recreation
Interactive Open Space	Mixed use
Seasonal	Residential
Tourist Attraction	

City Owned Land Implementation Strategy

PlanWorks Design (Michael Barille) completed an implementation strategy for City-owned property. The Strategy was accepted by City Council on January 27, 2011 (Exhibit A). The Plan includes a list of project options and two alternate scenarios, one with smaller scaled concepts, and a second with more aggressive development alternatives. The work also includes high level financial models and a supporting narrative describing not only the planning effort, but some of the policy balance and levers officials will have to consider moving forward in their role of the LPA RDA. For example a portion of the narrative focuses on cost benefit versus return on investment related to using the LPA RDA as a means to financially subsidize specific community center or housing (senior and/or workforce) goals.

A phasing plan was proposed with the strategy document, with the initial phases focusing on land mainly owned by Park City (Fire Station, senior center). Outcomes are to include civic uses and an east-west connection of neighborhoods; and middle and latter phases contemplating partnership with and acquisition of private property to effectuate a blend of senior, market rate, affordable and perhaps seasonal housing goals.



Lower Park Avenue Implementation Plan for City Owned Property
PlanWorks Design

General Principles:

- Create a framework for ongoing development or redevelopment of City owned and adjacent properties to occur in a cohesive and walkable pattern
- Create a plan that through design and suggested land uses; strengthens the physical and economic connection between the Resort and Historic Main Street without disrupting the circulation or enjoyment of existing uses in the surrounding neighborhood blocks
- Create public spaces and synergistic uses that could be a neighborhood scale amenity and focal point; not a burden
- Suggest a range of scale and scope of development that is compatible with the surrounding blocks in the Lower Park Avenue neighborhood
- Identify appropriate areas for senior activities, a diversity of housing opportunities, clear and functional pedestrian connections and let all other uses support these primary goals
- Incorporate innovative transit solutions where staff deems that this will be effective in providing a level of service that will strengthen the Resort to Main Street connection while decreasing individual vehicle trips (Lower Main Circulator bus, electric train / trolley, Hill Trac / people movers, all warrant discussion and investigation)
- Identify potential partners or opportunities to attract private sector investment in the implementation plan area where this supports policy objectives and has the potential to lower the cost burden associated with achieving those objectives
- Create a financial model to examine the "real world" implications of the land use patterns and policy objectives reflected in the Implementation Plan options provided

Phasing and Design Philosophy

Phase I

Phase I – is intended to give a physical example of the primary goals of the re-development plan: establishing the importance of Historic preservation, Civic use, preservation of the key east / west pedestrian corridor, and proving finished appearance and smooth interface with transit on Park Avenue.

Buildings A & B represent re-use of historic buildings in their current or reconstructed locations without changes to the buildings scale or design. Neighborhood scale commercial or residential uses are suggested for these buildings.

Building C represents a new structure on the site of the existing Park Avenue Fire Station Building owned by PCMC. The design for this structure should be welcoming and the scale and architecture consistent with traditional forms in the neighborhood but with an allowance for more contemporary materials and glazing to open the building to the pedestrian corridor. The uses suggested for this building include a new home for the Community Senior Center, class room / studio space for all age activities that could be programmed by the Senior Center, or a variety of other public or non-profit organizations integral to Park City and the Old Town community. Exhibit space could also be provided on the ground floor and residential uses could be appropriate on the second level of the building. The building is intended to be the Civic Hub for the re-development area and complimentary to other civic uses in the neighborhood such as the Library Center and accompanying open space. It should set the example for both the vibrancy and intensity of use that is appropriate in the Lower Park Avenue portion of the redevelopment area.

East / West Corridor – It is also recommended that PCMC acquire all or some portion of the main east / west pedestrian corridor that will provide the physical link between the Resort, Park Avenue, and Historic Main. This corridor should be acquired and protected with specified setbacks and design guidelines specific to the redevelopment area regardless of whether any further pedestrian improvements or development of the site is initiated. It is recommended that Phase I include identification and assignment of funds to make pedestrian improvements that will address the grade change inherent in the site and make clear from the outset the functionality of the Resort to Park Avenue to Historic Main Street connection

Phase II

Phase II – The parcels in this phase would preserve the remaining circulation and access points necessary to establish the intended development pattern; on that steps with the grade and emphasizes the pedestrian while preserving efficient points of access for vehicles that will minimize the effects of traffic for residents both within the planned area and the surrounding neighborhood. The suggested access point off of 13th Street terminating in a courtyard turnaround would also preserve the ability to utilize underground parking solutions on multiple parcels in the plan should the final design and density warrant below grade parking. The vertical development in this phase would provide the first of several opportunities to provide for residential uses with market rate and employee / attainable housing options worthy of consideration.

Option 1, showing Buildings D & E represents a higher density option for stacked flat units utilizing underground parking that could provide more units and possibly more return to the City or end developer. The foot prints for these buildings would be slightly larger than those designed on the same parcel in Option 2 and more consistent with recent condominium development in the lower half of the neighborhood.

Option 2, depicts a lower density option utilizing triplex buildings with foot prints more consistent with traditional historic residences elsewhere in the neighborhood.

Phases III and IV

This phase has been designed for flexibility both in size and overall density. The size will largely depend on the City's appetite for either acquiring additional land or partnering with neighboring land owners to create an incentive for privately held properties to develop according to the City's preferred design standards and use patterns. The primary use associated with vertical development in these phases will be residential with limited opportunities for neighborhood scale commercial services or a food and beverage establishment.

Option 1 again depicts a higher density scenario where stacked flats over primarily underground parking would be utilized to maximize the number of units available within the height and space restrictions. These additional units could either provide for more employee housing opportunities or be utilized for market rate condominiums to improve the return on the land and minimize the expenditure of RDA or other municipal funds. The additional land required for this option could be purchased or brought into plan and guidelines through partnering / development agreements with the private sector.

Option 2 demonstrates and lower density development pattern that is likely to occur if less land is acquired by the City, less infrastructure subsidized by the RDA and private development interests control more of the land in the Implementation Plan area.

Financial Modeling

A financial model of the Implementation Plan has been prepared to provide a snapshot of potential costs and revenues that could be associated with the plan under the various scenarios. Development hard and soft costs have been modeled including but not limited to the following: construction costs, permitting fees, green building and public arts line items, sales commissions, land acquisition costs, and design fees. The financial model also provides inputs for financing scenarios, land sales, unit sales, commercial lease revenues, and residential rents to be projected over a ten year period. Typical indicators utilized by private sector developers such as Investor Rate of Return (IRR) and Return on Investment (ROI) are also provided.

The financial model was prepared based upon current economic indicators, industry specific cost information, and with input from staff on the development assumptions to be modeled for initial discussion. It should be noted that the financial summary presented with the plan is neither a true private sector developer model nor a model that exactly reflects the municipal role as facilitator and potential distributor of the land assets. Instead the current model is a blend of the two approaches to facilitate policy discussion about what role the Council believes the City should play in re-development of this portion of the Lower Park Avenue RDA Area. Staff will be provided with the ability to change various inputs and assumptions in the model. Based on City

Council input, the model can be updated with staff to more accurately reflect the intended policy direction and the associated costs and benefits associated with that direction.
There are a few essential policy considerations that dramatically influence the costs and revenues associated with the options that have been studied from a land use and planning perspective. Staff will be hoping to garner Council input and direction in the following areas:

Ratio of Employee / Affordable Housing to Market Rate Residential: The costs associated with development of Employee / Affordable Housing is only marginally different than for creating Market Rate housing. However the revenues generated by Employee / Affordable rents are significantly less than from Market Rate sales especially modeled over a ten year horizon. Staff will be looking for direction on how big an emphasis to place on the creation of Employee / Affordable Housing in redevelopment of this area. Employee / Affordable Housing can be created in a number of ways. It can be developed by the City and subsidized either with RDA funds, Affordable Housing funds, or a combination. Restricted Affordable units can also be required through development agreements with the private sector participants who choose to participate in the plan. However the private sector will likely be able to bear a smaller ratio of affordable to market rate units if they are to remain profitable and be enticed to contribute private sector investment in the implementation plan area. The policy direction on how much Employee / Affordable Housing to pursue and through which means will greatly influence the overall costs, revenues, and profitability predicted by the financial model for any of the development scenarios that have been studied. For purposes of the financial summary provided staff advised:

- 80% of all residential units in the plan are assumed to be restricted affordable rental units with rents affordable to those at 40% of the area median income (AMI).
- The remaining 20% of residential units were modeled as for sale units with pricing affordable to those earning 80%-120% of the area median income.
- 100% of the residential units in the plan are modeled to provide for some niche of employee or affordable housing. This creates a financial model with the lowest return on investment.

Disposal of property or other Public / Private Sector partnership scenarios: One of the single biggest chips held by the City that will influence the costs and revenues associated with the modeled redevelopment is the use of City owned land. The ability to utilize publically owned land to support policy goals, generate revenues or entice private sector development partners is a well established and important tool in creating the intended pattern of redevelopment in RDA areas. The City's choices with respect to disposal of real property include the following range of options or some combination thereof:

- Sell parcels of land to private or non-profit developers to generate revenues that will replenish funds spent on public projects within the RDA
- Gift parcels of land to incentivize or require certain land use or policy objectives
- Provide land at a discounted value to incentivize or require land use or policy objectives
- Make land available to receive density from elsewhere in furtherance of policy objectives or development goals

Each of these options creates a different level of legal exposure and investment of staff time which should be vetted with senior management. Staff will be looking for preliminary direction on Council's preferred objectives and level of comfort with each of the options available. Future iterations of the financial model can be programmed to reflect the cost reductions or revenues realized by the options pursued.

RDA funds invested in infrastructure improvements: RDA funds could also be utilized to improve utilities, construct transportation related infrastructure, or develop public spaces depicted by the Implementation Plan. These expenditures would be shown on the cost side of the ledger when viewed from the municipal perspective and as a cost savings from a private sector point of view. In either case the amount invested will influence the return on investment and the likelihood of attracting outside investment in the plan. Staff will be seeking direction on the general level of investment preferred and which projects should be prioritized for funding.

RDA funds granted versus loaned or leveraged: RDA funds could be applied to actual construction costs or to provide improved development sites as a pure expenditure drawing down reserves in the RDA. They could also be utilized as matching funds for grants that may be available for transportation or housing related development and leveraged in this way to increase the overall investment in RDA area or to reduce the costs associated with those items for private sector development. Finally, RDA funds could be loaned directly or utilized to obtain low cost financing for selected projects reducing the overall cost associated with those improvements. Any of these scenarios could be specifically modeled in future iterations of the financial model and staff will be seeking direction on preferred vehicles for utilization of the funds available.

Summary:

The Implementation Plan and Phasing plan provide a template for two potential development patterns that could achieve a number of Park City Municipal policy objectives while achieving the primary objective of providing an additional identifiable and high functioning connection between the Resort on the hillside at the west end of the Lower Park Avenue neighborhood and another of the City's primary economic cogs the Historic Main Street Business District just a few blocks to the south and east. Providing the easiest means possible for residents and visitors to travel between these two focal points of the broader Park City Community will result in stronger economic returns for both the Resort and the Town, strengthen the ability to jointly market the amenities that are offered by each entity and further solidify the partnership between resort, city hall, and area businesses that is such a rare commodity among mountain resort towns.

The Implementation plan also seeks to create a smaller and more civic oriented focal point within the Lower Park Avenue neighborhood. This can be accomplished through the provision of a long term home for senior and educational activities, vibrant indoor / outdoor spaces that can host civic functions, and creating opportunities for a diversity of housing options.

Lastly, the final deliverables for the project will include the financial model that has been developed in conjunction with the Implementation Plan with the ability to update specific inputs and assumptions that will allow staff to make the financial summary a current reflection of ongoing discussion with and input from Council.

PARK CITY COUNCIL MEETING MINUTES
SUMMIT COUNTY, UTAH,
NOVEMBER 7, 2013

Work Session
Council questions and comments and Manager's Report

Council member Beerman attended the Chamber Bureau's Fall Tourism Summit after looking at trends and pre-bookings they are forecasting an unprecedented jump in business this winter. Also attended the Wasatch Summit meeting stating they are moving toward a big launch in January. Clarified that the Mountain Transportation event at Snowbird is not affiliated with Wasatch Summit, it is a ski area expansion event put on by the Salt Lake Chamber.

Council member Peek toured the McPolin Farm with Denise Carey. He observed some maintenance items that they Council should be aware of. One significant issue is the fire control system, one critical aspect is to maintain fire control we can trust.

Council member Matsumoto attended the joint meeting with the School board and Summit County.

Council member Simpson attended what she felt to be a very successful joint meeting with the County and the School board. Attended the Fire Board and Lodging Association meeting where Brian McInerny gave his usual November weather prediction stating that we have had extreme weather all summer and fall so he is predicting an extreme winter. Thanked everyone involved with the wonderfully hilarious & successful Halloween on Main Street event.

Council member Butwinski also stated the joint meeting with the School board was a success as well as Halloween on Main. He attended the Planning Commission meeting stating they got through the "neighborhoods" section of the General Plan. Also reported he heard that Brighton and Snowbird are opening this weekend.

Michelle DeHaan gave a SHOUT OUT to Chad Bush & Eric Williams from the Water Department. Both received honors from the Northwest Membrane Operator Association. Eric was awarded Operator of the Year and Chad has been nominated to serve as the Association President.

<u>Special Service Contract Criteria and Extraordinary Grant Criteria Discussions</u>
Nate Rockwood, Budget, stated that previously when we have awarded a Special Service Contract the Council would discuss changes they would like to look at as it pertains to the criteria of these contracts. The staff report outlines the policy and staff feels we have a very balanced policy and would not recommend any changes; however, they are seeking direction from Council.

Council member Beerman felt the criteria was a little "youth" heavy and wondered about adding Senior needs as a category to the criteria.

Council member Simpson would like to look into other environmental initiatives to the recycling category.

Council member Butwinski stated he would like to see “must” instead of “shall” in the language to firm up the criteria.

Council member Simpson and Council member Matsumoto will sit down with staff and incorporate the suggestions from Council.

Micro-hydro Managers report
Council member Peek inquired about the cost analysis of completing the Judge Tunnel and the Quinn’s micro-hydro projects. Clint McAfee, Water Manager, stated it reflected the bond and O& M payments, and clarified if the City were to do both projects you lose on one and gain on the other. McAfee also stated that until the bond was paid off the City would not see cash flow.

Staff is recommending that the City holds off on these two projects until the Judge pipeline is complete to Spiro. It would make better sense to complete both projects at the same time to offset each other.

Council member Simpson stated that she was thrilled to see the positive numbers on the Judge tunnel. Staff concurred.

Quarterly Managers Report
Jed Briggs, and Kory Kersavage, Budget, presented the Quarterly reports to the Council stating that it has been 6 months since the last quarterly report and staff has implemented new software and felt it was positive to transfer all the data to the new software. In this time period staff feels it is an improved report. Kersavage went into detail explaining how to read the new report.

Mayor Williams would like to keep a consistent formatting of Council Goals. He was amazed with the amount of information populated.

Council member Simpson inquired about the time-frame of the completed items remaining on the report. She also would like to see the staff person’s name listed rather than position.

Council member Butwinski would like to see the completed tasks listed at the end of the report and would recommend always having a comment explaining why tasks are delayed.

Council member Peek requested a navigational bar on each page.

Council member Matsumoto concurred with the other comments about the completed tasks.

Council member Beerman suggested breaking the discussions out over a couple meetings to have a more time for in-depth discussions.

The Council concurred to having the report broke down by department rather than team and would like to see this item brought back to multiple work sessions by department. They thanked the management team for attending tonight’s meeting.

Regular Meeting
6:00 pm

I ROLL CALL- Mayor and Council were present

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, October 24, 2013. Member in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Liza Simpson, and Dick Peek. Staff present were Diane Foster, City Manager; Mark Harrington, City Attorney, Matt Dias, Assistant City Manager; Matt Cassel, City Engineer; Jonathan Weidenhamer, Economic Development Manager; Tommy Youngblood, Special Events; Max Papp, Special Events; Jody Morrison, Assistant City Recorder; Marci Heil, City Recorder

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

There were no communications or disclosures

Mayor Williams requested that item one from New Business be moved in front of Public Input stating that the Veterans who came to present the resolution to the Council have another engagement they need to get to. Council agreed by motion.

1. Consideration of a November 11, 2013 Veteran's Day Proclamation

Chris Smith, VA Post Commander, along with Tom Hurd and Glen Wright were present. Mayor Williams read the proclamation declaring November 11th Veteran's Day and encouraging all Park City residents to attend the Veteran's Day Celebration.at the Jim Santy Auditorium on November 11th at 7:00 pm.

Council member Simpson moved to approve rearranging the agenda by moving New Business item 1 in front of Public Input and approving the November 11, 2013 Veteran's Day Proclamation.
Council member Butwinski seconded
Approved unanimously

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

Mary Wintzer- had a message of divine inspiration, ...

Ode to the Candidates

The temperatures were low......The candidates hit the street corner tho'

With placards and signs and a baby thrown in.....They fought hard to win.

" The independent voice", that's the citizen's choice.............The American Way, to make Washington and Jefferson proud.

The voter voice spoke loud.........Three drew a sun and three drew a cloud

For it was Election Day and in the American Way....They did America proud.

Lisa Wilson, Deer Valley resident, attended the Planning Commission meeting and came away with more questions regarding the possibility of North Silver Lake Lodge being turned into a hotel. She was very concerned with this prospect of a hotel in her neighborhood. She addressed those questions with the Mayor and Council and requested the process be looked at carefully. Council member Butwinski stated that he also attended the Planning Commission Meeting and comforted Wilson by stating he felt the plan would be very carefully addressed.

Debra Murillo Schneckloth, 40 Sampson Ave, addressed the Mayor and Council with concerns about her personal property and an easement that was deeded to the City years ago. She feels stonewalled by staff and feels bullied and disrespected. City Manager Foster stated staff is looking into her concerns and will get back to her no later than one week with a status update.

IV Minutes from Meeting on October 24, 2013

Council member Butwinski moved to approve the minutes
for the October 24, 2013 meeting
Council member Matsumoto seconded
Approved unanimously

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

1. Consideration of Contract for the Royal Street Retaining Wall
3. Consideration of Park City Cooperative Preschool (PCCP) Lease Agreement

Council member Simpson requested item number 2 of the consent agenda be taken off the consent agenda for further discussion. Council concurred.

Council member Peek moved to approve Items 1& 3
Council member Simpson seconded
Approved unanimously

2. Consideration of a Utility Easement for 1255 Park Avenue

Council member Simpson is very concerned about the number of trees coming down. Matt Cassel, City Engineer, stated that no trees would come down. Council member Peek inquired if this was a utility easement or an easement with Century Link. Cassel stated that it would be a non-exclusive public utility easement.

Council member Simpson moved to approve the Non-Exclusive Public Utility Easement for 1255 Park Avenue guaranteeing no trees will be removed and in a form approved by the City Attorney includes the ability to work with the current project management at the Library to see if the easement can be combined with the plat as opposed to a standalone agreement.
Council member Beerman seconded
Approved unanimously

VI. NEW BUSINESS

1. Moved to the front of the agenda

2. Consideration of a Proclamation declaring November 8, 2013 “Annual Day of Giving”

Parley’s Park Student Council representatives addressed the Mayor & Council regarding the Proclamation to declare November 8, 2013 “Annual Day of Giving”.

Council member Butwinski moved to approve the Proclamation declaring November 8, 2013 “Annual Day of Giving”
Council member Peek seconded
Approved unanimously

3. Consideration of the “Light’s on Afterschool” Proclamation

Holy Cross Ministries presented the Light’s on Afterschool proclamation to the Council. The children associated with the afterschool program assisted Mayor Williams in reading the proclamation to support afterschool programs.

Council member Simpson moved to approve the “Light’s on Afterschool” Proclamation
Council member Butwinski seconded
Approved unanimously

4. Consideration of Purchase Agreement for 1321/1323 Woodside Ave

Jonathan Weidenhamer, Economic Development Manager, stated that the City has been working to develop of affordable housing on this site for years. In 2008, the City loaned Craig Elliot the money to purchase the land and have worked in good faith to attainable affordable housing. Due to complexities at this time it is the City’s favor to call the note and take the land back to move forward with the implementation of the City’s plans.

Council member Simpson moved to direct staff to enter into a purchase agreement, including a release/re-conveyance of the City-held trust deed, for 1321 and 1323 Woodside Avenue from the Elliott Work Group (EWG) in a form approved by the City Attorney
Council member Matsumoto seconded.
Approved unanimously

5. Consideration of Master Festival License Application for Music Slam Festival

Tommy Youngblood, Special events, along with the applicant, Jody Whitesides founder of Music Slam, addressed the Council stating this festival is designed to help up-and-coming artists get their careers boosted. The festival will consist of indoor concerts, two outdoor concerts, as well as a work shop for musicians to better learn how to get started in the music business.

Council member Butwinski inquired about a bond to ensure the City property remains in good condition. Youngblood stated that staff has the option to set a bond depending on need. Butwinski stated that he wanted to ensure that every application is looked at through the same process for consistency.

Mayor Williams stated that a portion of his staff report was missing pertaining to the findings of fact. City Attorney Harrington directed Youngblood to read the missing information into the record.

Youngblood read the following: "all Summit and Wasatch County permit approvals required for this event shall be secured by May 15, 2014 and submitted to Park City Municipal."

Council member Beerman thanked the applicant for choosing dates during the slow time of the tourist season.

Council member Beerman moved to approve the Master Festival License application for Music Slam Festival, as conditioned, on June 6-14, 2014 with the missing information read into the record by Youngblood.
Council member Peek seconded
Approved unanimously

6. Consideration of Master Festival License Application for Field of Flags November 9-17, 2013 located at 1354 Park Ave

Max Papp, Sustainability, and Ann Loveland, National Abilities Center approached the Council regarding a Master Festival License application for a Field of Flags on the front lawn of Miner's Hospital. The application did not meet the 90 day requirement; however, staff has deemed that they had the proper time to review the application. The only concern was the depth the flags would be inserted into the lawn and staff is working with the parks department to determine the setup. Mayor Williams thanked the NAC for working with the wounded warriors and is so proud to have this facility in Park City

Mayor Williams opened the public hearing, no comments were made. The public hearing was closed.

Council member Matsumoto moved to approved the Master Festival license for the NAC-Field of Flags, as conditioned, from November 9 through November 17, 2013 to be held on the front lawn of the Miner's Hospital 1354 Park Avenue.
Council member Butwinski seconded.
Approved unanimously

7. Consideration of MOTION to Continue the LMC Amendments to the November 14, 2013 meeting

Council member Matsumoto moved the continue the LMC amendments to the November 14, 2013 meeting
Council member Simpson seconded
Approved unanimously

VII. ADJOURNMENT

With no further business the meeting was adjourned.

MEMORANDUM OF CLOSED SESSION

The City Council met in a closed session at approximately 2:30 p.m. Members in attendance were Mayor Dana Williams, Alex Butwinski, Andy Beerman, Cindy Matsumoto, Liza Simpson and Dick Peek. Staff present were Diane Foster, City Manager; Matt Dias, Assistant City Manager; Mark Harrington, City Attorney; Thomas Eddington, Planning Director; Kayla Sintz. Planning Manager; Jonathan Weidenhamer, Economic Development Manager; Tom Dayley, Assistant City Attorney; Heinrich Deters, Trails & Open Space Manager; Nate Rockwood, Capital Budget Manager; Jim Blankenau, Environmental Regulatory Program Manager; Brooke Moss, Human Resource Manager. **Council member Butwinski moved to close the meeting to discuss Property, Litigation, and Personnel. Council member Matsumoto seconded. Motion carried.**

Council member Beerman moved to open the closed session. Council member Butwinski seconded. Motion carried.

City Council
Staff Report

PARK CITY 1884

Sustainability

Author: Heinrich Deters
Subject: Poison Creek Pathway Project
Professional Service Provider Contract
Date: November 14, 2013
Type of Item: Administrative - Award of Contract

Summary Recommendation –
Authorize the City Manager to enter into a service provider agreement with Alliance Engineering, for the Poison Creek Pathway project in the amount of $29,680 in a form approved by the City Attorney.

Topic: Poison Creek Pathway Project Professional Service Provider Contract Award.

Background:
In 2008, the Walking and Biking Liaison Committee (WALC) identified a project list, including a widening of existing pathways, to be implemented as part of the overall bond funded improvements. The project area includes the trail between Main Street and Deer Valley Drive. The goal of the project is to improve safety, through widening and striping of the existing pathway, to accommodate the documented 300-500 users per day, as well as, the different user groups. A Request for Proposals was advertised on October 2nd and 5th, 2013 in the Park Record. Additionally, the RFP was posted on the City's website.

A selection committee including the following participants reviewed the proposals:
Heinrich Deters- Trails and Open Space Project Manager
Nick Graue- Public Improvements Engineer/Inspector
Matt Twombly – Parks Project Manager
Blake Fonnesbeck- Public Works Operations Manager
Clint Dayley –Parks Department

There were two firms who responded and their cost proposals are as follows:

Alliance Engineering	**$29,680**
Alta Engineering	$19,950

Analysis:
Selection of the consulting firm was based on the following criteria:
1. Experience and qualifications working with municipalities.
2. Ability to be responsive and available to City Staff and the affected neighborhoods.
3. Cost Effectiveness.
4. Experience with walking and biking infrastructure design.
5. Overall design, approach and completion of the RFP.
6. Consistent with City policy, subject to federal, state and local procurement laws, that Park City Municipal Corporation will make reasonable attempts to support

Park City business by purchasing goods and services through local vendors and service providers.

The selection committee met on October 31, 2013 and determined that Alliance Engineering was the most qualified and responsive firm. Alliance Engineering's approach to the request for proposals, overall firm experience and availability, previous work credentials set them above the other firm. More specifically, the selection committee felt that Alliance Engineering's cost estimate more accurately detailed the tasks required, in addition, felt that Alliance's resources would better serve the project, which has set a tight construction window for the high profile/high use trail.

Park City's purchasing policy states that Professional Service Contracts are exempt from competitive bidding, where the lowest quote need not necessarily be awarded the contract. Furthermore, the policy states that emphasis will be placed on quality, with cost being the deciding factor when everything else is equal.

Design will begin immediately upon execution of the contract. The scope of services briefly entails: Preliminary Design, Design and Construction Documents, Project Bidding, and Construction Management. Staff will return to City Council after the bid opening for the award of the Construction contract. The tentative schedule anticipates construction completion by July 4, 2014.

Department Review: This report has been reviewed by department representatives of Sustainability, Legal, Budget and the City Manager's Office and their comments have been integrated into this report.

Alternatives:

A. **Approve the request, and authorize the City Manager to execute the service provider agreement as attached: (Staff recommendation)**
B. Modify the request: Council could choose to modify the agreement, which would likely delay the schedule of the project.
C. Deny the request: Council could choose to not continue with the project at this time.
D. Continue the Item: Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.
E. Do Nothing: Same effect as continuance.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and + Safe community that is walkable and bike-able			+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive	(Select from List)	(Select from List)	Positive

Comments:

Funding Source:
Funding for this project, as well as other future Walkability projects will be funded with proceeds from the 2013A Walkability General Obligation Bonds which were issued in August 2013 in the amount of $7,170,000.

Consequences of not taking the recommended action:
If Council chooses to deny the contract award, implementation and design of the project would not move forward.

Staff Recommendations: Authorize the City Manager to enter into a service provider agreement with Alliance Engineering, for the Poison Creek Pathway project in the amount of $29,680 in a form approved by the City Attorney.

Exhibit A – Poison Creek Pathway Professional Service Scope and Cut Sheet.

2013 Poison Creek Proposal

Alliance Engineering
PO Box 2664 - 323 Main St.
Park City, Utah 84060
435-649-9467 office
435-649-9475 fax
sschueler@alliance-engr.com
michael@alliance-engr.com

QUALIFICATIONS AND EXPERIENCE

Alliance Engineering is a civil engineering, land planning and survey company located on Main Street, in Park City. The firm was established 35 years ago and has provided service, almost exclusively, to the Park City area since. We have an interdisciplinary staff of engineers, planners, landscape architects, and surveyors. We have experience in pedestrian infrastructure projects, such as pathways and multi-use trails, as well as utility and road reconstruction design in existing neighborhoods. We are sensitive to pedestrian access, mobility, and safety issues. ***We are a local firm serving the needs of the greater Park City community.***

SCOPE OF SERVICES / PROJECT UNDERSTANDING AND APPROACH

The project consists of widening the existing Poison Creek multi-use pathway from the Deer Valley Drive tunnel to the 9th Street tunnel. The project is approximately 3,000 lineal feet in length. The pathway is heavily utilized and is the primary pedestrian link between Old Town and the rest of Park City. We anticipate some minor stream bank stabilization and/or flood prevention measures along the creek. Alliance has experience gaining a stream alteration permit and intends to do so for this project.

We understand that this project could require relocations of some existing underground utilities, alterations of landscape features, and impact pathway traffic flow during construction. We will work with an eye to mitigate the overall construction and traffic impacts. Our proposed plan is to widen the pathway within the existing constraints of the project, including tunnels, small shoulders adjacent to Poison Creek, large trees, light poles, basketball and volleyball courts, and the skate park. Alliance will design a cost effective plan to fit the widened path and avoid costly relocations of light poles and other features. The proposed plan will be to excavate the organics along the existing path for additional width and roto-mill the existing asphalt pathway ½ to 1 inch and use that material as base course for the widened area. The project will be completed with a 2" or less asphalt overlay for a clean finish. Wood fence and stacked rock walls may be necessary to provide additional width and safety features.

Our overall project approach is to work with PCMC staff, pathway users, and the adjacent property owners affected by the project, and within the guidelines established by PCMC to create an improved and safe bicycle and pedestrian pathway. We will do so in a cost-effective manner, while minimizing impacts to the abutting properties.

TENTATIVE PROJECT AND FEE SCHEDULE

Task 1 Preliminary Coordination and Initial Layout- January, 20134	$ 9,810.00
Task 2 Initial Design-completion by end of March, 20134	$ 9,740.00
Task 3 Bidding Support completion by end of April, 20134	$ 2,050.00
Task 4 Construction Management completion by June 15, 20134	$ 8,080.00
TOTAL PROJECT COST	**$ 29,680.00**

ALLIANCE ENGINEERING FEE ESTIMATE

		Hourly Rate									
DATE:	22-Oct-13	70	100	115	55	100	100	180	155	125	
CLIENT:	PCMC	Drafter	Land Planner	Project Engineer	Admin.	Office Surveyor	1-Man Survey	3-Man Survey	2-Man Survey	1-Man GPS	
PROPERTY DESCRIPTION:	Poison Creek Pathway										
SCOPE OF WORK:	Survey, Design, Bidding,and Construction Mgt.										
Code	Task Description	HH	SS	MD	TE	MK	MM/BM				Total $
	Task 1										
1	Prepare survey and site conditions			6		2			30		5,540.00
2	Assess existing pathway		4	4							860.00
3	Assess ACOE perimiting for possible stream alteration		8	4							1,260.00
4	Assessment of surface and sub-surface utilities		4	2							630.00
5	Assess existing drainage conditions		2	4							660.00
6	Meetings with PCMC staff		4	4							860.00
	Task 2										
1	Present prioritized alignment to PCMC with identified conflicts		4	8							1,320.00
2	Assess projects compliance with ADA and AASHTO		4	4							860.00
3	Develop project timeline		2	2							430.00
4	Assess possible impacts to existing pathway lighting		4								400.00
5	PCMC review of initial layout		2	2							430.00
6	Finalize conceptual design to PCMC	8	4	8							1,880.00
7	Present concept design to PCMC		2	2							430.00
8	Attend City Project meeting with 75% plans, record commentrs		4	4							860.00
9	Incorp. PCMC comments into final design-at least 1 meeting		2	2							430.00
10	Identify and arrange for utility coordination			4							460.00
11	Prepare bid documents			8							920.00
12	Provide periodic updates of construction costs (50%, 75%, 90%)		2	4							660.00
13	Meet with PCMC -finalized drawings; procure all permits		2	4							660.00
	Task 3										
1	Provide electronic copies of contract documents	3		2							440.00
2	Advertise for bidding			2							230.00
3	Answer questions and issue addendums			4							460.00
4	Conduct bid opening			4							460.00
5	Evaluate bids and make recommendations			4							460.00
	Task 4										
1	Conduct pre-construction meeting	2		2							370.00
2	Provide construction administration			16							1,840.00
3	Provide on-site construction observation and coordination	20		16							3,240.00
4	Coordinate on-site observation with construction documents (changes)			6							690.00
5	Coordinate construction testing and inspections	4		4							740.00
6	Provide construction close out			4							460.00
7	Post Construction-As Built mylars	4		4							740.00
	Total Hours	41	54	144	0	2	0	0	30		
Expenses:											
Total											29,680.00

City Council Staff Report

Subject: 508 Main Street - Plat Amendment Modification
Author: Christy Alexander, Planner II
Date: November 14, 2013
Type of Item: Administrative – Plat Amendment Modification
Project Number: PL-13-02017

PARK CITY 1884 PLANNING DEPARTMENT

Summary Recommendations

Staff recommends that the City Council hold a public hearing and approve the 508 Main Street Plat Amendment Modification based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft ordinance.

Description

Applicant:	Thomas Bennett, owner's representative
Location:	508 Main Street
Zoning:	Historic Commercial Business District (HCB)
Adjacent Land Uses:	Commercial retail and restaurant and professional offices
Reason for Review:	Plat amendments require Planning Commission review and City Council approval

Proposal

The applicant is requesting a plat amendment modification (Exhibit A) for the purpose of modifying the previous approval of the plat to eliminate Condition of Approval No. 3.

Background

The subject property is located in the HCB zoning district and contains a Landmark historic commercial building originally known as the "Utah Power and Light" building and previously known as the Phoenix Gallery. The building now operates as "Silver," a restaurant and bar, which underwent extensive interior renovation and rear exterior renovation, including the enclosure of a second level patio in 2011. The structure was originally built across a number of Old Town lot lines. A Historic District Design Review (HDDR) was completed by the applicant for all exterior work. The Chief Building Official previously allowed an "at-risk" permit for exterior building construction to be executed upon submittal for a Plat Amendment Application to the Planning Department. The City originally received a completed plat amendment application on December 6, 2010. The City Council voted unanimously on February 10, 2011 to approve the proposed plat amendment.

On January 30, 2012, the applicant submitted a formal request to extend the previously approved plat amendment due to issues getting an encroachment agreement from their neighbors to the north (510 Main Street/Dolly's Books). Due to planning staff error, no further action was taken to schedule the extension for a hearing before the City Council. In January 2013 that error was discovered. The City Council voted unanimously on

March 7, 2013 to approve the 508 Main Street Plat Amendment Extension and extend the plat approval until February 12, 2014.

On August 1, 2013, the owner submitted an application for a plat amendment modification to request that the City modify its approval of the Plat Amendment to eliminate Condition of Approval No. 3 set forth below:

> "3. Encroachment issues must be resolved prior to the recording of the plat."

Diligent efforts have been made by 508 Main, LLC to contact the owner of the adjacent Lot 3 (Dolly's Books) but the applicant has found the owner of Lot 3 unwilling to enter into an encroachment agreement. 508 Main, LLC's application to amend the plat amendment was deemed complete on September 18, 2013. The Planning Commission held a public hearing on October 23, 2013 and voted unanimously to forward a positive recommendation to the City Council.

Analysis

The current application is a request to modify the 508 Main Street Plat amendment by removing Condition of Approval No. 3.which required that the owner obtain an encroachment agreement with Lot 3 (Dolly's Books). The applicant submitted a written statement (Exhibit B) explaining the reason for the requested modification. The reason for the request is due to the fact that the applicant (owners of 508 Main Street) has not been able to secure an encroachment agreement with the adjacent property owners. The applicant has indicated that they have tried other avenues necessary to remedy the situation. However, according to the applicant, the owners of Lot 3 (Dolly's Books) have been unwilling to comply with any such requests. After meeting to discuss this with the Development Review Committee, staff has deemed that the proposed plat amendment modification does not create any new non-conforming situations; however a note shall be placed on the plat that states that "the historic building encroaches onto Lot 3 in the northeast corner by 0.09 feet (1.08 inches) and the northwest corner by 0.2 feet (2.4 inches). Park City has determined that such encroachment is de minimus, and an encroachment agreement is not required. "

It should be noted that 508 Main, LLC's building and the adjacent building are both historic structures on Main Street, and that the encroachment is extremely minor. A survey of the property by Alliance Engineering shows an encroachment of approximately 2.4 inches at the front of the building and 1.08 inches at the rear of the building. Because of the de minimus encroachment and for all of the above reasons the applicant requests the modification to eliminate Condition of Approval No. 3. No other modifications to the Plat or its approval are anticipated or proposed.

Good Cause

Planning Staff finds that there is good cause for this plat amendment modification as the modification resolves the conflict with Condition of Approval No. 3 that prevents the 508 Main Street Plat from being recorded without an encroachment agreement granted from Lot 3 (Dolly's Books). Staff finds that the plat modification will not cause undo harm to adjacent property owners and all requirements of the Land Management Code for any future development can be met.

Department Review
This project has gone through an interdepartmental review. There were no issues raised by any of the departments regarding this proposal that have not been addressed by the conditions of approval.

Notice
The property was posted and notice was mailed to property owners within 300 feet in accordance with the requirements in the LMC. Legal notice was also published in the Park Record and on the public notice website in accordance with the requirements of the LMC.

Public Input
Staff has not received public input on this application at the time of this report.

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

Alternatives

- The City Council may approve the 508 Main Street Plat Amendment Modification as conditioned or amended; or
- The City Council may deny the 508 Main Street Plat Amendment Modification and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the 508 Main Street Plat Amendment Modification to a date certain and provide direction to the applicant and/or staff to provide additional information necessary to make a decision on this item.

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

Consequences of not taking the Suggested Recommendation
The applicant will not be able to obtain his Certificate of Occupancy until the Plat is recorded and the plat will not be able to be recorded without the required encroachment agreement with Lot 3 (Dolly’s Books). The property would remain as three (3) individual metes and bounds parcels, and the “at risk” permit issued for the remodel of 508 Main would have to be re-examined for compliance with existing codes.

Recommendation
Staff recommends that the City Council hold a public hearing and approve the 508 Main Street Plat Amendment Modification based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft ordinance.

Exhibits

Ordinance
Exhibit A – Proposed Plat
Exhibit B – Existing Conditions Survey & Building Encroachment
Exhibit C – Applicant's Letter to Dolly's Books
Exhibit D – Applicant's Letter to City
Exhibit E – Ordinance 13-09
Exhibit F – Planning Commission Minutes for 10.23.13

Ordinance No. 13-

AN ORDINANCE APPROVING A MODIFICATION FOR THE APPROVAL OF THE 508 MAIN STREET SUBDIVISION PLAT AMENDMENT LOCATED AT 508 MAIN STREET, PARK CITY, UTAH

WHEREAS, the owner of the property located at 508 Main Street have petitioned the City Council for approval of a modification to the 508 Main Street Subdivision plat amendment; and

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

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

WHEREAS, the Planning Commission originally held a public hearing on January 12, 2011, to receive input on the 508 Main Street Subdivision plat amendment and then forwarded a positive recommendation to the City Council;

WHEREAS, the City Council originally held a public hearing on February 10, 2011, to receive input on the 508 Main Street Subdivision plat amendment;

WHEREAS, the applicant applied for an extension on January 30, 2012, the applicant submitted a formal request to extend the previously approved subdivision plat amendment due to issues getting an encroachment agreement from their neighbors to the south (510 Main Street);

WHEREAS, no action was then taken to extend the application until Staff discovered that the extension had not been processed;

WHEREAS, the City Council held a public hearing on March 7, 2013, to receive input on the 508 Main Street Subdivision plat amendment extension and approved the extension until February 12, 2014;

WHEREAS, the applicant applied for modification on August 1, 2013, the applicant submitted a formal request to modify the previously approved subdivision plat amendment due to not being able to obtain an encroachment agreement from their neighbors to the south (510 Main Street);

WHEREAS, the Planning Commission held a public hearing on October 23, 2013, to receive input on the 508 Main Street Subdivision plat amendment modification and forwarded a positive recommendation to the City Council;

WHEREAS, the City Council held a public hearing on November 14, 2013, to receive input on the 508 Main Street Subdivision plat amendment modification;

WHEREAS, it is in the best interest of Park City, Utah to modify the approval the 508 Main Street Subdivision plat amendment;

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 508 Main Street Subdivision plat amendment 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. On January 12, 2011, the proposed plat amendment was brought before the Planning Commission for a public hearing. The Planning Commission unanimously recommended approval of the plat amendment to the City Council.
2. On February 10, 2011, the City Council held a public hearing and also voted unanimously to approve the proposed 508 Main Street subdivision plat amendment.
3. On January 30, 2012, the applicant submitted a formal request to extend the previously approved subdivision plat amendment due to issues getting an encroachment agreement from their neighbors to the south (510 Main Street).
4. On March 7, 2013, the City Council held a public hearing and voted unanimously to approve the proposed 508 Main Street subdivision plat amendment extension to February 12, 2014.
5. On August 1, 2013, the applicant submitted a formal request to modify the previously approved subdivision plat amendment due to not being able to obtain an encroachment agreement from their neighbors to the south (510 Main Street).
6. The property is located at 508 Main Street in the Historic Commercial Business (HCB) zoning district.
7. There is an existing historic structure on the property, identified as Landmark on the Historic Sites Inventory.
8. The subject property encompasses all of Lot 2 of Block 24 of the Park City Survey, and a tract of land 20 feet by 25 feet of Millsite Reservation and a tract of land 24 feet by 25 feet adjacent to the eastern boundary in the Millsite Reservation.
9. The historic building encroaches onto Lot 1 in the southeast corner by 0.3 feet (3.6 inches) and in the southwest corner by 0.1 feet (1.2 inches). The City is the property owner of Lot 1 and the City Engineer has agreed to sign an encroachment agreement with the owner of Lot 2.
10. The historic building encroaches onto Lot 3 in the northeast corner by 0.09 feet (1.08 inches) and the northwest corner by 0.2 feet (2.4 inches). The encroachments onto Lot 3 are deminimus and an encroachment agreement between the property owners of Lot 2 and Lot 3 was sought by the property owner of Lot 2 but could not be obtained.
11. The proposed amended plat would result in one lot of record of 2,975 square feet.
12. The proposed plat amendment will not create substandard lots on the neighboring property.

13. The applicant is proposing the combination of the lots to clean up property lines discovered to be at issue during Historic District Design Review and Building permit review.
14. A Historic District Design Review was approved by staff as part of exterior building modifications enclosing a second story deck.

Conclusions of Law:
1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:
1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date the City Council approved the extension of the plat amendment. If recordation has not occurred by February 12, 2014, this approval for the plat will be void.
3. Recordation of this plat must occur prior to 508 Main Street receiving final certificate of occupancy.
4. A note shall be placed on the plat that states that "the historic building encroaches onto Lot 3 in the northeast corner by 0.09 feet (1.08 inches) and the northwest corner by 0.2 feet (2.4 inches). Park City has determined that such encroachment is de minimus, and an encroachment agreement is not required."

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

PASSED AND ADOPTED this ___ day of November, 2013.

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, MAYOR

ATTEST:

____
Marci Heil, City Recorder

APPROVED AS TO FORM:

____

Mark Harrington, City Attorney

EXHIBIT A

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this Record of Survey map of the 508 MAIN STREET SUBDIVISION and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ 1-9-2012 State of Utah

BOUNDARY DESCRIPTION

ALL OF LOT 2 OF BLOCK 24, PARK CITY, UTAH, according to the amended plat thereof on file in the office of the County Recorder of Summit County, State of Utah.

ALSO a tract of land 20 feet by 25 feet situated at the rear of said Lot 2 and particularly described as follows, to wit:

Beginning at the northeasterly corner of said Lot 2 running northeasterly 20 feet in the direction of the extension of the northerly side line of said lot; thence southeasterly 25 feet at right angles to said line and parallel to the northeasterly end line of said Lot 2; thence southwesterly 20 feet to the southeasterly corner of said Lot 2; thence northwesterly 25 feet along the northeasterly end of said Lot 2 to the place of beginning.

ALSO a tract of land 24 feet by 25 feet adjacent to the eastern boundary of said 20 feet by 25 feet of tract land, and particularly described as follows, to wit:

Commencing at the southeast corner of the Utah Power & Light Company parcel, said point being North 66°22'00" East 20 feet from the Southeast corner of Lot 2, Block 24, Park City Survey, and running thence North 23°38'00" West 25 feet; thence parallel to the northerly wall of a cinderblock garage North 66°22'00" East 24 feet; thence South 23°38'00" East parallel to the easterly wall of said garage 25 feet; thence South 66°22'00" West 24 feet, to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that 508 MAIN, LLC, a Utah limited liability company, the undersigned owner of the herein described tract of land, to be known hereafter as 508 MAIN STREET SUBDIVISION, does hereby certify that it has caused this Plat Amendment to be prepared. 508 MAIN, LLC, a Utah limited liability company, hereby consents to the recordation of this Plat Amendment.

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

In witness whereof, the undersigned set his hand this 9 day of January 2012.

508 MAIN, LLC, a Utah limited liability company

Gary Lisenbee, Manager

ACKNOWLEDGMENT

State of Utah

County of Summit ss:

On this 9th day of January 2012, Gary Lisenbee personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Gary Lisenbee acknowledged to me that he is the Manager of 508 MAIN, LLC, a Utah limited liability company, organized and existing under the laws of the State of Utah for and in behalf of said company for the uses and purposes stated therein and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public commissioned in Utah

Teri Ekstrom
Printed Name

Residing in: Summit County

My commission expires: April 10, 2012

A PARCEL COMBINATION PLAT

IN BLOCK 24 AND MILLSITE RESERVATION, PARK CITY SURVEY

508 MAIN STREET SUBDIVISION

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

NOTE

1. The nail shaft is no longer visible. Control points used for a previous survey of adjacent property, which were set from centerline of Main Street monuments, were used for this survey.

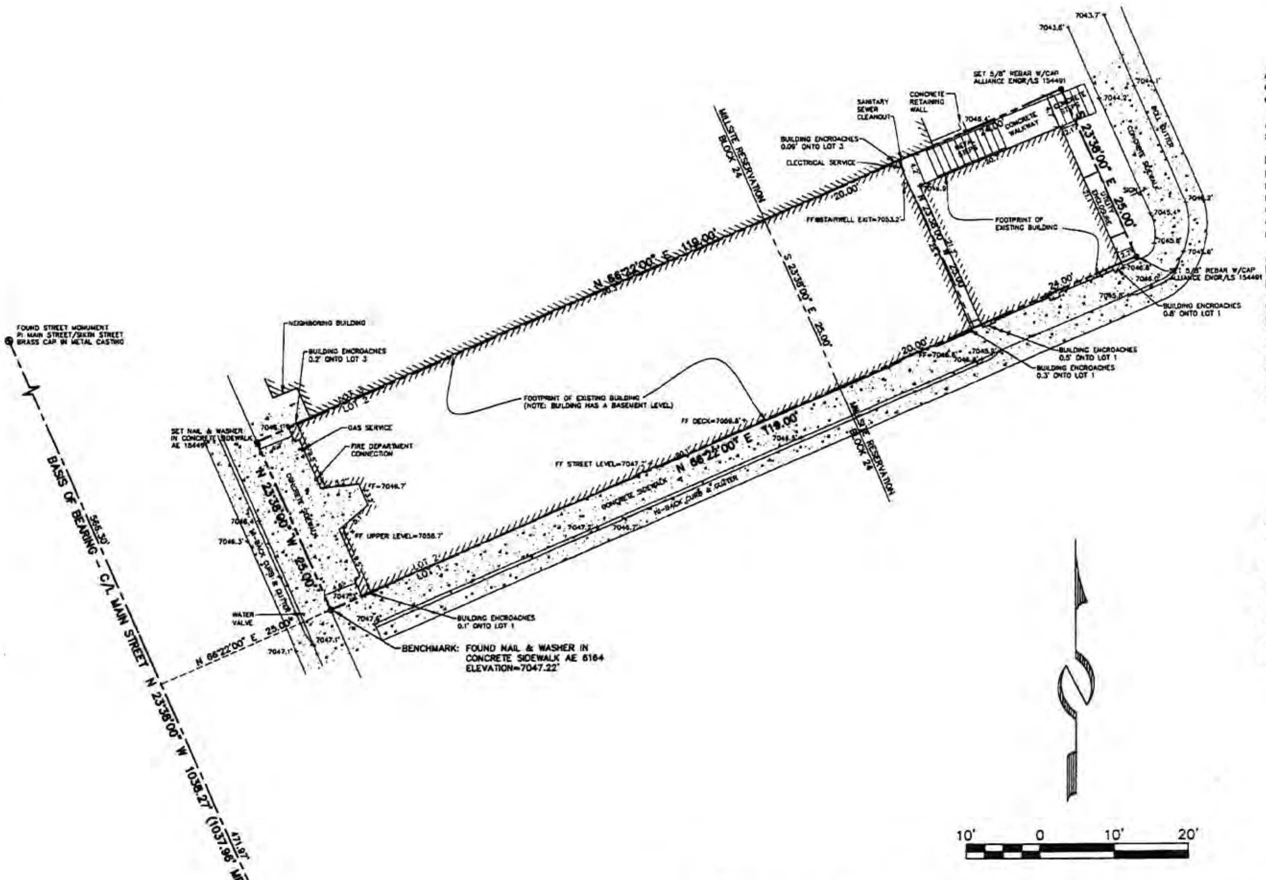
RECEIVED
JAN 30 2012
PLANNING DEPT.

SHEET 1 OF 1

JOB NO.: 10-9-10 FILE: X:\ParkCitySurvey\dwg\srv\plat\plat2010\...dwg

Alliance Engineering (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 12th DAY OF January, 2012 A.D. BY ____ S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 12TH DAY OF JANUARY, 2011 A.D. BY ____ CHAIR	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ____, 2012 A.D. BY ____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF ____, 2012 A.D. BY ____ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF ____ 2012 A.D. BY ____ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 10TH DAY OF FEBRUARY, 2011 A.D. BY ____ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ____ DATE ____ TIME ____ BOOK ____ PAGE ____ FEE ____ RECORDER

EXHIBIT B



REGISTERED LAND SURVEYOR
No.4938739
MARTIN A. MORRISON
State of Utah

SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938739, as prescribed by the laws of the State of Utah, and that a survey of the following described property was performed under my direction.

Martin A. Morrison — 10-13-'10

Martin A. Morrison — Date

LEGAL DESCRIPTION

ALL OF LOT 2 OF BLOCK 24, PARK CITY, UTAH, according to the amended plat thereof on file in the office of the County Recorder of Summit County, State of Utah.

ALSO a tract of land 20 feet by 25 feet situated at the rear of said Lot 2, and particularly described as follows, to wit:

Beginning at the northeasterly corner of said Lot 2 running northeasterly 20 feet in the direction of the extension of the northerly side line of said lot; thence southeasterly 25 feet at right angles to said line and parallel to the northeasterly end line of said Lot 2; thence southwesterly 20 feet to the southeasterly corner of said Lot 2; thence northwesterly 25 feet along the northeasterly end of said Lot 2 to the place of beginning.

ALSO a tract of land 24 feet by 25 feet adjacent to the eastern boundary of said 20 feet by 25 feet of tract land, and particularly described as follows, to wit:

Commencing at the southeast corner of the Utah Power & Light Company parcel, said point being North 66°22'00" East 20 feet from the Southeast corner of Lot 2, Block 24, Park City Survey, and running thence North 23°38'00" West 25 feet, thence parallel to the northerly wall of a cinder block garage North 66°22'00" East 24 feet, thence South 23°38'00" East parallel to the easterly wall of said garage 25 feet, thence South 66°22'00" West 24 feet to the point of beginning.

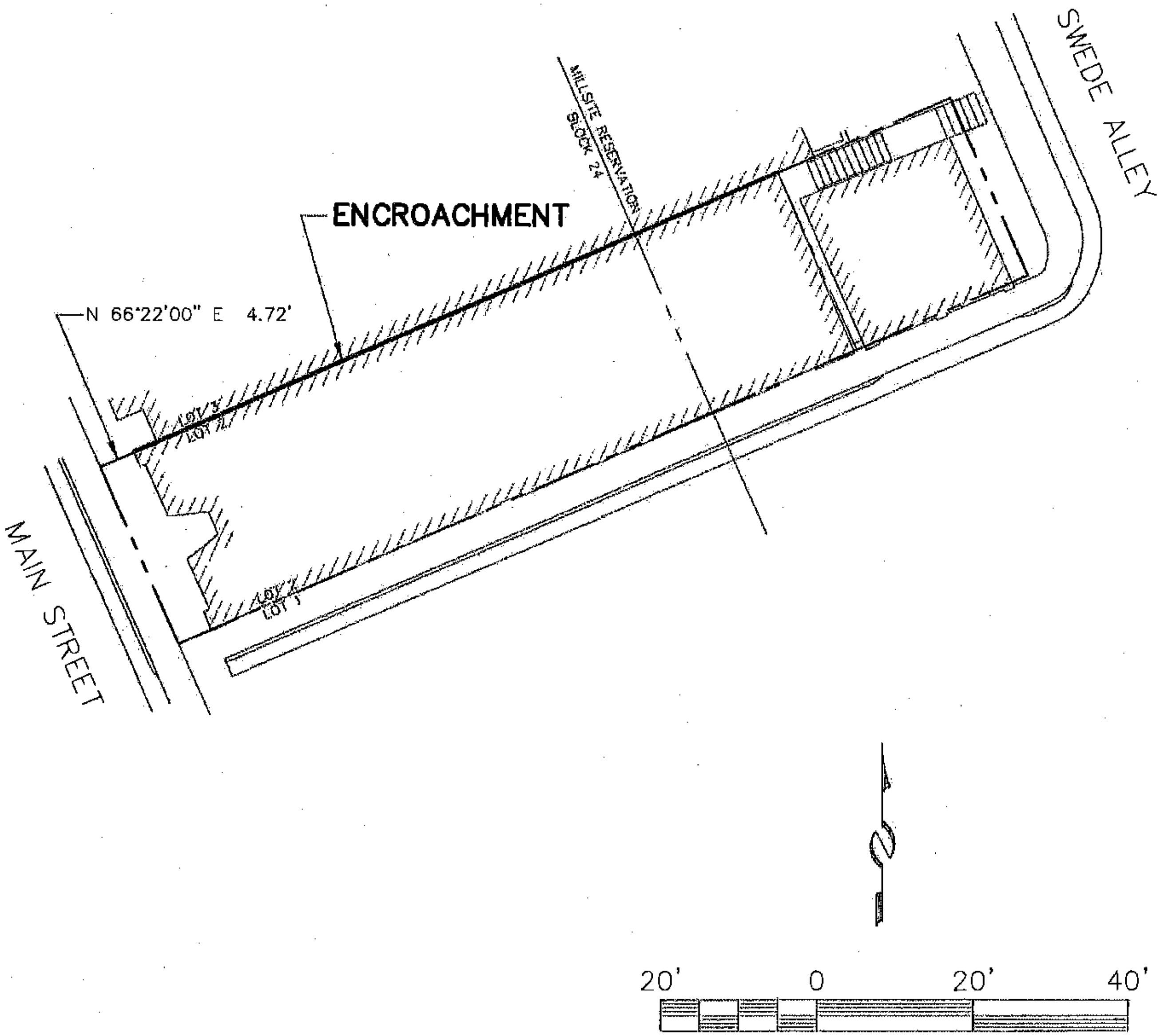
NOTES

1. Basis of survey: Found survey monuments as shown.
2. Property corners were set or found as shown.
3. Date of survey: October 4, 2010
4. Property location: Section 16, T2S, R4E, SLB&M
5. Purpose of survey: Building remodel
6. Improvements on the property are as shown.
7. The nail shaft is no longer visible. Control points used for a previous survey of adjacent property, which were set from centerline of Main Street monuments, were used for this survey.

DEC 06 2010

Alliance Engineering Inc (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: MARSHALL KING MARTY MORRISON DATE: 10/12/10	BOUNDARY SURVEY AND EXISTING CONDITIONS BLOCK 24, PARK CITY SURVEY 508 MAIN STREET FOR: BART CARLSON JOB NO.: 10-9-10 FILE: X:\ParkCitySurvey\dwg\srv\srvy2010\100910.dwg	SHEET 1 OF 1

BUILDING ENCROACHMENT
508 MAIN STREET
ATTACHMENT 'A'



10/21/11 X:\ParkCitySurvey\dwg\ParcelExhibits\104-508 main encrooch4 dwg

EXHIBIT C

The Silver Group, LLC P.O. Box 980610 Park City, UT 84098 435-575-1500

September 18, 2012

Kathy Pederson
Dolly's Books
510 Main Street
Park City, UT 84060

Re: Plat Amendment - 508 Main Street, Park City, UT 84060

Dear Ms. Pederson:

Pursuant to our discussion, please find enclosed information for review by you and your attorney.

The City has adopted a new ordinance (#15-9-1 copy attached) to adjust and consolidate all of the property lines in Old Town. Their efforts are to try to clear up encroachment and other issues in order to make current buildings and properties align. This ordinance is triggered by either a transfer of property or application for a building permit.

Currently, 508 Main Street (Silver Restaurant) has one building that is on three lots. The desire of the City is to have our single building on one single lot. In order to achieve this result, we need to submit a plat amendment to the City for recording in their offices. The plat amendment requires encroachment agreements between the adjacent property owners. The other three sides of our building are on property owned by the City, and we have their signature.

The property line shared between our building and your building (Dolly's Books) according to the surveyors has an encroachment issue. Our building encroaches on your property line approximately 2.5 inches on one end. It is the desire of the City to have an encroachment agreement by both parties that would facilitate the new plat amendment.

Please note that the City is the entity who is driving this Plat Amendment and related Encroachment Agreement. If we can assist the City in this ordinance and come to an agreement, it would be beneficial to both parties.

Should you wish to contact the City regarding this requirement, you may contact any or all of the following individuals:

Polly Samuels McLean
Assistant City Attorney
435-615-5031

Kayla Sintz
Planning Department
435-615-5062

Roger Evans, Manager
Building Department
435-615-5113

The City has represented to me that ours is a standard occurrence, and is dealt with on a regular basis, given the new ordinance.

As we would like to keep our communication line open with you, I am available at any time to review this further with you or your attorney. Polly Samuels McLean has offered her time, as well, to discuss this matter further with you or your attorney should you wish to do so.

If you have any questions of me, I may be reached at my office (435-575-1500) or on my cell phone (801-631-1661.)

Sincerely,

Bart D. Carlson, P.E.
Partner

BDC/ssk

Enclosures:
(1) 508 Main Street Boundary Survey and Existing Conditions
(2) Park City Municipal Code - Title 15 LMC, Chapter 1 - General Provisions and Procedures, 15-1-9 (Allowed Use Review Process)

cc (w/o enclosures):
Polly Samuels McLean
Kayla Sintz
Roger Evans

EXHIBIT D

General Description of Proposal

On February 10, 2011 508 Main, LLC received approval of a subdivision plat referred to as a "Parcel Combination Plat" (the "Plat") pursuant to Park City Ordinance No. 11-06. The Plat was approved subject to certain conditions of approval, including the following:

> 3. Encroachment Agreements shall be recorded prior to plat recordation with the owners of Lot 1 and Lot 3 of Block 24 and Millsite Reservation and the City for concrete stair encroachment at the rear of the property prior to plat recordation.

The purpose for this Request for Modification of Approval is to request that the City modify its approval of the Plat to eliminate Condition of Approval No. 3 set forth above.

Diligent efforts have been made by 508 Main, LLC to contact the owner of the adjacent Lot 3 (Dolly's Books) but the applicant has found the owner of Lot 3 unwilling to enter into an encroachment agreement. Mark Harrington has also contacted the owner of Lot 3 to explain the purpose for the encroachment agreement, without success. The applicant has at this point concluded that an encroachment agreement is not a realistic alternative in this situation. Neither the City nor 508 Main, LLC can compel a property owner into an agreement that is not required by law.

It should be noted that 508 Main, LLC's building and the adjacent building are both historic structures on Main Street, and that the encroachment is extremely minor. A survey of the property by Alliance Engineering shows an encroachment of approximately 2.4 inches at the front of the building and 1.08 inches at the rear of the building.

For all of the above reasons the applicant requests a modification to the City's approval of the Plat, as set forth in City Ordinance No. 11-06, to eliminate Condition of Approval No. 3. No other modifications to the Plat or its approval are anticipated or proposed.

EXHIBIT E

Ordinance No. 13-09

ORDINANCE APPROVING AN EXTENSION FOR THE APPROVAL OF THE 508 MAIN STREET SUBDIVISION PLAT AMENDMENT LOCATED AT 508 MAIN STREET, PARK CITY, UTAH

WHEREAS, the owner of the property located at 508 Main Street have petitioned the City Council for approval of an extension to the 508 Main Street Subdivision plat amendment; and

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

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

WHEREAS, the Planning Commission originally held a public hearing on January 12, 2011, to receive input on the 508 Main Street Subdivision plat amendment and then forwarded a positive recommendation to the City Council;

WHEREAS, the City Council originally held a public hearing on February 10, 2011, to receive input on the 508 Main Street Subdivision plat amendment;

WHEREAS, the applicant applied for an extension on January 30, 2012, the applicant submitted a formal request to extend the previously approved subdivision plat amendment due to issues getting an encroachment agreement from their neighbors to the south (510 Main Street).

WHEREAS, no action was previous taken to extend the application until Staff discovered the that the extension had not been processed..

WHEREAS, it is in the best interest of Park City, Utah to extend the approval the 508 Main Street Subdivision plat amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 508 Main Street Subdivision plat amendment 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. On January 12, 2011, the proposed plat amendment was brought before the Planning Commission for a public hearing. The Planning Commission unanimously recommended approval of the plat amendment to the City Council.
2. On February 10, 2011, the City Council held a public hearing and also voted unanimously to approve the proposed 508 Main Street subdivision plat amendment.
3. On January 30, 2012, the applicant submitted a formal request to extend the previously approved subdivision plat amendment due to issues getting an encroachment agreement from their neighbors to the south (510 Main Street).
4. No action was taken by Staff to bring forward the extension to the City Council for approval prior to this date.
5. The property is located at 508 Main Street in the Historic Commercial Business (HCB) zoning district.
6. There is an existing historic structure on the property, identified as Landmark on the Historic Sites Inventory.
7. The subject property encompasses all of Lot 2 of Block 24, and a tract of land 20 feet by 25 feet of Millsite Reservation and a tract of land 24 feet by 25 feet adjacent to the eastern boundary in the Millsite Reservation.
8. The historic building encroaches onto Lot 1 in the southeast corner by 0.3 feet and in the southwest corner by 0.1 feet. The historic building encroaches onto Lot 3 in the northeast corner by 0.09 feet and the northwest corner by 0.2 feet
9. The known encroachments will need to be resolved either by agreement or by other means prior to the recording of the plat.
10. The proposed amended plat would result in one lot of record of 2,975 square feet.
11. The proposed plat amendment will not create substandard lots on the neighboring lots.
12. The applicant is proposing the combination of the lots to clean up property lines discovered to be at issue during Historic District Design Review and Building permit review.

13. A Historic District Design Review was approved by staff as part of exterior building modifications enclosing a second story deck.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment with the Summit County Recorder no later than February 12, 2014. If recordation has not occurred by February 12, 2014, this approval of the plat will be void.
3. Encroachment issues must be resolved prior to the recording of the plat.
4. Recordation of this plat must occur prior to 508 Main Street receiving final certificate of occupancy.

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

PASSED AND ADOPTED this 7th day of March, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams

Dana Williams, MAYOR

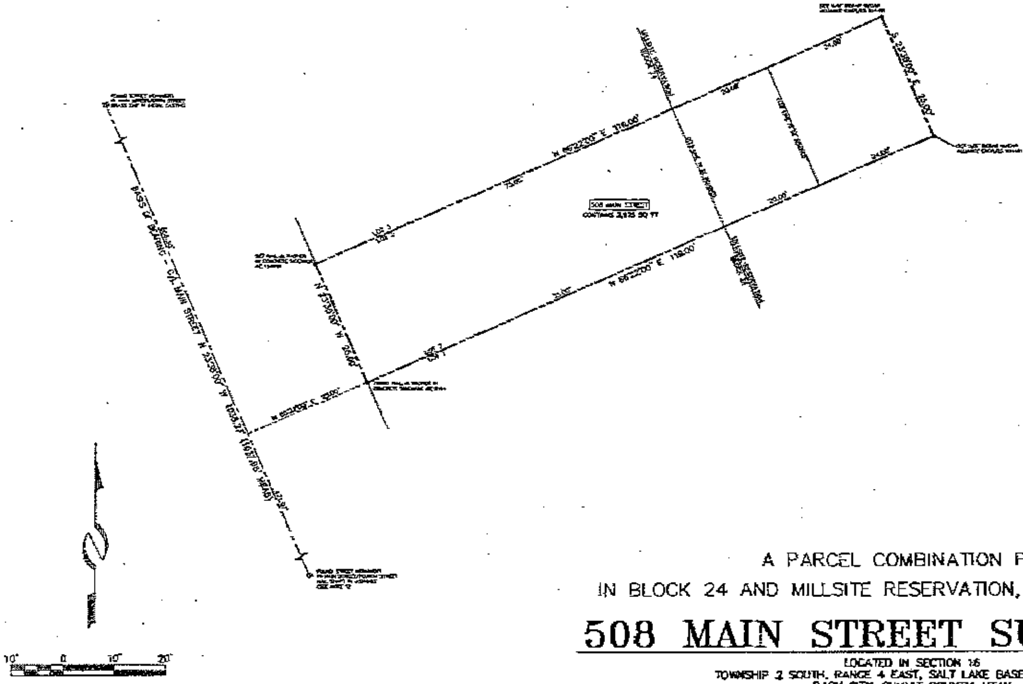
ATTEST:

Janet M. Scott

Janet M. Scott, City Recorder

APPROVED AS TO FORM:

Mark D. Harrington, City Attorney



SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this Record of Survey map of the 508 MAIN STREET SUBDIVISION and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

John Demkowicz — Date

BOUNDARY DESCRIPTION

ALL OF LOT 2 OF BLOCK 24, PARK CITY, UTAH, according to the amended plat thereof on file in the office of the County Recorder of Summit County, State of Utah.

ALSO a tract of land 20 feet by 25 feet situated at the rear of said Lot 2, and particularly described as follows, to wit:

Beginning at the northeasterly corner of said Lot 2 running northeasterly 20 feet in the direction of the extension of the northerly side line of said lot, thence southeasterly 25 feet at right angles to said line and parallel to the northeasterly end line of said Lot 2; thence southwesterly 20 feet to the southeasterly corner of said Lot 2; thence northwesterly 25 feet along the northeasterly end of said Lot 2 to the place of beginning.

ALSO a tract of land 24 feet by 25 feet adjoined to the eastern boundary of said 20 feet by 25 feet of tract land, and particularly described as follows, to wit:

Commencing at the southeast corner of the Utah Power & Light Company parcel, said point being North 66°22'00" East 20 feet from the Southeast corner of Lot 2, Block 24, Park City Survey, and running thence North 23°38'00" West 25 feet, thence parallel to the northerly wall of a cinderblock garage North 66°22'00" East 24 feet, thence South 23°38'00" East parallel to the easterly wall of said garage 25 feet, thence South 66°22'00" West 24 feet, to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that 508 MAIN, LLC, a Utah limited liability company, the undersigned owner of the herein described tract of land, to be known hereafter as 508 MAIN STREET SUBDIVISION, does hereby certify that it has caused this Plat Amendment to be prepared. 508 MAIN, LLC, a Utah limited liability company, hereby consents to the recordation of this Plat Amendment.

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

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

508 MAIN, LLC, a Utah limited liability company

____
Bert Carlson, Manager

ACKNOWLEDGMENT

State of ______________)
ss:
County of ______________)

On this ______ day of ______________________, 2011, Bert Carlson personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Bert Carlson acknowledged to me that he is a managing member of 508 MAIN, LLC, a Utah limited liability company, organized and existing under the laws of the State of Utah for and in behalf of said company for the uses and purposes stated therein and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

____
A Notary Public commissioned in Utah

____
Printed Name

Residing in: ______________________

My commission expires: ______________________

DEC 06 2010

A PARCEL COMBINATION PLAT
IN BLOCK 24 AND MILLSITE RESERVATION, PARK CITY SURVEY

508 MAIN STREET SUBDIVISION

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

SHEET 1 OF 1

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ______ DAY OF __________ 2011 A.D. BY __________ S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ______ DAY OF __________ 2011 A.D. BY __________ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF __________ 2011 A.D. BY __________ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ______ DAY OF __________ 2011 A.D. BY __________ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ______ DAY OF __________ 2011 A.D. BY __________ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ______ DAY OF __________ 2011 A.D. BY __________ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF __________ DATE ______ TIME ______ BOOK ______ PAGE ______ FEE ______ RECORDER

EXHIBIT F

one year's time, this approval for the record of survey will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. All conditions of approval of the Silver Baron Lodge Condominium record of survey plats as amended shall continue to apply.

3. <u>508 Main Street Subdivision – Plat Amendment Modification</u>
(Application PL-13-02017)

Planner Alexander reported that earlier this year the applicant received an extension to the plat amendment due to issues related to obtaining an encroachment agreement. Condition of Approval #3 of the plat amendment states that, "Encroachment issues must be resolved prior to the recording of the plat." Planner Alexander noted that the developer has tried diligently to get an encroachment agreement with Lot 3, the neighboring lot, which is Dolly's Books. She reported that the encroachments are deminimus at 2.4 inches at the front of the building and 1.08 at the rear of the building. The owner of Lot 3 is unwilling to work with the applicant and will not grant an encroachment agreement. The applicant would like to modify their plat amendment extension to remove Condition of Approval #3 so they would no longer be required to have an encroachment agreement before recording the plat.

Planner Alexander stated that the Legal Department and the City Engineer reviewed the application. Since the encroachment is deminimus and the applicant made a diligent effort to meet the requirement, it was determined that removing the condition of approval would be acceptable as long as a note was placed on the plat identifying the encroachment and that unsuccessful efforts were made to obtain an encroachment agreement.

The Staff recommended that the Planning Commission conduct a public hearing and forward a positive recommendation to the City Council.

Commissioner Wintzer asked Planner Alexander to repeat the size of the encroachment. Planner Alexander replied that it was 2.4 inches in the front and 1.08 inches in the rear.

Commissioner Strachan asked why the neighbor would not grant the encroachment agreement.

Bart Carlson, representing the applicant, stated that he made several attempts with Dolly's Books and they did not believe there was a need to sign an agreement because they were not legally required to do so. They were also given counsel that if they signed an encroachment agreement they would be giving up property. For those reasons the owner refused to sign.

Tom Bennett, legal counsel for the applicant, had no objection to a new condition of approval that talks about the plat note. He also had no objection to adding a plat note that discloses the encroachment. Mr. Bennett requested that the Planning Commission and the Legal Department consider revising the last sentence of Condition #4 to clarify that the encroachment agreement was not required. He replaced the last sentence with new language to read:

> Park City has determined that such encroachment is deminimus and an encroachment agreement is not required.

Mr. Bennett believed the language was accurate with what the Planning Commission was being asked to approve and it would state the facts without raising questions in the future.

Assistant City Attorney McLean was comfortable with the revised language.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

Commissioner Wintzer remarked that this was a typical problem that occurs on Main Street. When the City re-monumented the town it was off by 2-inches. He asked if it was worth talking about that history in the findings of fact and stating that it was not an uncommon encroachment on Main Street. Assistant City Attorney preferred to focus on this specific application and not be that general in the Findings.

Commissioner Savage noted that the original application had an encroachment issue that was serious enough to be addressed in a condition of approval and that situation has not factually changed since the time of the original approval. He wanted to know why the encroachment was important then, but the City was now willing to say it was no longer important because of its deminimus nature. Commissioner Savage asked if the City would be putting itself in jeopardy by removing the condition of approval that requires an encroachment agreement.

Assistant City Attorney McLean explained that the City typically makes encroachment agreements a condition of approval in order to clean up these encroachments. In the eight years she has been with the City this is the first time an applicant has been unable to resolve the encroachment. Ms. McLean stated that there would be no exposure to the City based on the fact that the encroachment is a small amount, and secondly, because this is an historic building and the encroachment has existed from the time the structure was built.
Commissioner Savage clarified that the owner of the neighboring structure would not have a claim against this applicant or the City, saying that the encroachment needs to be cured. Ms. McLean stated that she was not in a position to comment on any claims the owner may have against this applicant, but she was not concerned about a claim against the City.

MOTION: Commissioner Strachan moved to forward a POSITIVE recommendation to the City Council for the 508 Main Street plat amendment subject to the Findings of Fact, Conclusions of Law and Conditions of Approval stated in the draft ordinance, with the revision of the second sentence of Condition of Approval #4 to now read, "Park City has determined that such encroachment is diminimus and an encroachment agreement is not required." Commissioner Thomas seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 508 Main Street Subdivision

1. On January 12, 2011, the proposed plat amendment was brought before the Planning Commission for a public hearing. The Planning Commission unanimously recommended approval of the plat amendment to the City Council.

2. On February 10, 2011, the City Council held a public hearing and also voted unanimously to approve the proposed 508 Main Street subdivision plat amendment.

3. On January 30, 2012, the applicant submitted a formal request to extend the previously approved subdivision plat amendment due to issues getting an encroachment agreement from their neighbors to the south (510 Main Street).

4. On March 7, 2013, the City Council held a public hearing and voted unanimously to approve the proposed 508 Main Street subdivision plat amendment extension to February 12, 2014.

5. On August 1, 2013, the applicant submitted a formal request to modify the previously approved subdivision plat amendment due to not being able to obtain an encroachment agreement from their neighbors to the south (510 Main Street).

6. The property is located at 508 Main Street in the Historic Commercial Business (HCB) zoning district.

7. There is an existing historic structure on the property, identified as Landmark on the Historic Sites Inventory.

8. The subject property encompasses all of Lot 2 of Block 24 of the Park City Survey, and a tract of land 20 feet by 25 feet of Millsite Reservation and a tract of land 24 feet by 25 feet adjacent to the eastern boundary in the Millsite Reservation.

9. The historic building encroaches onto Lot 1 in the southeast corner by 0.3 feet (3.6 inches) and in the southwest corner by 0.1 feet (1.2 inches). The City is the property owner of Lot 1 and the City Engineer has agreed to sign an encroachment agreement with the owner of Lot 2.

10. The historic building encroaches onto Lot 3 in the northeast corner by 0.09 feet (1.08 inches) and the northwest corner by 0.2 feet (2.4 inches). The encroachments onto Lot 3 are deminimus and an encroachment agreement between the property owners of Lot 2 and Lot 3 was sought by the property owner of Lot 2 but could not be obtained.

11. The proposed amended plat would result in one lot of record of 2,975 square feet.

12. The proposed plat amendment will not create substandard lots on the neighboring property.
13. The applicant is proposing the combination of the lots to clean up property lines discovered to be at issue during Historic District Design Review and Building permit review.

14. A Historic District Design Review was approved by staff as part of exterior building modifications enclosing a second story deck

Conclusions of Law – 508 Main Street Subdivision

1. There is good cause for this plat amendment.

2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.

3. Neither the public nor any person will be materially injured by the proposed plat amendment.

4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 508 Main Street Subdivision

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.

2. The applicant will record the plat amendment at the County within one year from the date the City Council approved the extension of the plat amendment. If recordation has not occurred by February 12, 2014, this approval for the plat will be void.

3. Recordation of this plat must occur prior to 508 Main Street receiving final certificate of occupancy.

4. A note shall be placed on the plat that states that the historic building encroaches onto Lot 3 in the northeast corner by 0.09 feet (1.08 inches) and the northwest corner by 0.2 feet (2.4 inches). Park City has determined that such encroachment is deminimus and an encroachment agreement is not required.

4. 1101 Park Avenue – Conditional Use Permit for an office space in a historic structure in HRM (Application PL-14-01979

Planner John Boehm reviewed the application for a conditional use permit for a general office use in a historic structure located at 1101 Park Avenue. On September 6, 2013 the City received a completed conditional use application for a real estate office in an historic building located in the

City Council
Staff Report

PARK CITY 1884 PLANNING DEPARTMENT

Subject:	**Second Amendment to Silver Baron Lodge at Deer Valley Phase II condominium plat amending CU-2, CU-13, and CU-18, located at 2880 Deer Valley Drive East**
Authors:	**Christy J. Alexander, Planner II**
Date:	**November 14, 2013**
Type of Item:	**Administrative – Condominium Record of Survey Amendment**
Project Number:	**PL-13-02054**

Summary Recommendations

Staff recommends the City Council hold a public hearing and approve the Second Amendment to Silver Baron Lodge at Deer Valley Phase II condominium plat amending CU-2, CU-13, and CU-18 based on the findings of fact, conclusions of law and conditions of approval as stated in the draft ordinance.

Description

Applicant:	Mary Ann Empey, representative of owner and HOA
Location:	2880 Deer Valley Drive East
Zoning:	Estate (E) as part of the Deer Valley MPD
Adjacent Land Uses:	Silver Baron Lodge Condominium units, ski terrain of Deer Valley Resort, single family homes.
Reason for Review:	Plat amendments require Planning Commission review and City Council approval.

Proposal

The applicant is requesting to amend the existing Silver Baron Lodge Phase II record of survey plat for CU-2, CU-13, and CU-18 (Exhibit A). These units are designated as commercial units and were intended to be used for commercial uses (Exhibit C). The developer intended to build out CU-18 as a gym, CU-13 was intended to be a spa, and CU-2 was intended to be used as a real estate desk, but they were never built out as intended. None of the spaces have been used commercially to date. The amendment is a request to change these three commercial spaces to common area. These spaces were originally owned by the developer and were foreclosed upon due to delinquent taxes. The three spaces were then conveyed to the HOA. The Silver Baron HOA paid the back taxes and is the current owner. The footprints of the units will not change and will be used by the HOA as community rooms and space to serve their guests a complimentary breakfast. No additional parking is required and the HOA intends to continue using the existing 75 parking spaces for residents

Background

On September 3, 2013, the owner submitted an application for an amended record of survey for the Silver Baron Lodge Phase II condominiums. The applicant wishes to amend the plat to amend those three commercial spaces to common area. These spaces were originally owned by the developer and were foreclosed upon due to delinquent taxes. The three spaces were conveyed to the HOA. The Silver Baron HOA paid the back taxes. The HOA does not need these spaces for commercial area and has updated the Silver Baron HOA by-laws to reflect the space as common area. The amended declaration was recorded on May 14, 2013 (Exhibit D).

The Silver Baron Lodge Phase II plat was approved by City Council on September 14, 2006 and recorded at Summit County on June 1, 2007. Silver Baron Lodge Phase II plat was first amended on April 7, 2011 and recorded at the County on April 15, 2011. The first amendment transferred one unit of density from the Snow Park Village area to the Silver Baron Lodge to accommodate one unit of density creating the 50th unit which is reflected in the amended plat.

Silver Baron Lodge is subject to the 11th Amended Deer Valley Master Plan Development (DVMPD) that allows 50 units for Silver Baron Lodge. There are 50 existing Silver Baron Lodge units and the proposed amendments do not create additional units. Within the DVMPD, a developer can utilize either the City's Unit Equivalent (UE) formula of 2,000 square feet per or develop the allowed number of units without a stipulated unit size. Silver Baron Lodge was approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (50) than base permitted density (42.75).
The proposed amendment does not change the number of residential units. Exterior changes are not proposed. No additional parking is required. The Planning Commission held a public hearing on October 23, 2013 and voted unanimously to forward a positive recommendation to the City Council.

Analysis

The zoning for the Silver Baron Lodge within the Deer Valley MPD is Estate (E). The area was not part of the original Deer Valley MPD that was zoned RD-MPD during the approval of that Master Planned Development. The Estate area of Silver Baron Lodge was included in the Deer Valley MPD during the approval process for the Silver Baron Lodge Condominiums. Three of the total twenty commercial units are being converted from commercial to common use. The total square footage of the three units being converted is 4,286 square feet. The property is subject to the following criteria:

	Permitted through MPD/CUP	**Proposed**
Height	35' + an additional 5' for a pitched roof	No changes are proposed.
Setbacks	Per the record of survey plat.	No changes are proposed.
Units/ UE	50 units	No changes are proposed.
Parking	1.5 spaces/unit	No changes are proposed.

Good Cause

Planning Staff finds that there is good cause for this record of survey amendment to reflect the as-built conditions and allow the owner to utilize the existing commercial units CU-2, CU-13, and CU-18 as common area without increasing the building footprint or parking requirements, consistent with provisions of the Deer Valley MPD. Staff finds that the plat will not cause undo harm to adjacent property owners and all requirements of the Land Management Code for any future development can be met.

Department Review

This project has gone through an interdepartmental review. There were no issues raised by any of the departments regarding this proposal that have not been addressed by the conditions of approval.

Notice

The property was posted and notice was mailed to property owners within 300 feet in accordance with the requirements in the LMC. Legal notice was also published in the Park Record and on the public notice website in accordance with the requirements of the LMC.

Public Input

Staff has not received public input on this application at the time of this report.

Process

Approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. A Building Permit is publicly noticed by posting of the permit.

Alternatives

- The City Council may approve the Second Amended Silver Baron Lodge Phase II record of survey plat for CU-2, CU-13, and CU-18 as conditioned or amended; or
- The City Council may deny the Second Amended Silver Baron Lodge Phase II record of survey plat and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the Second Amended Silver Baron Lodge Phase II record of survey plat to a date certain and provide direction to the applicant and/or staff to provide additional information necessary to make a decision on this item.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

These units will not be identified as common areas and will remain as commercial area. These units will not be considered to be part of HOA for the common use of CU-2, CU-13 & CU-18 and will be owned by the HOA as saleable or leasable commercial spaces.

Recommendation

Staff recommends the City Council hold a public hearing and approve the Second Amendment to Silver Baron Lodge Phase II amended condominium plat for CU-2, CU-13, and CU-18, based on the findings of fact, conclusions of law and conditions of approval as stated in the draft ordinance.

Exhibits

Ordinance
Exhibit A - Amended plat

Exhibit B - Existing plats
Exhibit C - Interior photos
Exhibit D – Amended and Restated Declaration of Condominium
Exhibit E – Planning Commission minutes for 10.23.13

Ordinance No. 13-

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO SILVER BARON LODGE PHASE II CONDOMINIUMS FOR CU-2, CU-13 AND CU-18, LOCATED AT 2880 DEER VALLEY DRIVE EAST, PARK CITY, UTAH.

WHEREAS, the owner of the property known as the Silver Baron Lodge Phase II condominiums, has petitioned the City Council for approval of a request for an amendment to the record of survey plat to designate the commercial units CU-2, CU-13, and CU-18 as common area; 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 23, 2013, to receive input on the amended record of survey plat;

WHEREAS, the Planning Commission, on October 23, 2013, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 14, 2013, the City Council held a public hearing on the amended record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Second Amendment to Silver Baron Lodge Phase II record of survey plat to reflect as-built conditions and allow the owner to utilize units CU-2, CU-13, and CU-18 as common area without increasing the building footprint or parking requirements, consistent with provisions of the Deer Valley MPD, as amended (11th Amended MPD).

WHEREAS, Staff finds that the plat will not cause undo harm to adjacent property owners and all requirements of the Land Management Code for any future development can be met.

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 Second Amendment to Silver Baron Lodge Phase II condominium record of survey plat, 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 2880 Deer Valley Drive.
2. The property is located within the Estate (E) zone and is subject to the Eleventh Amended Deer Valley MPD (DVMPD).

3. Within the DVMPD, a project can utilize either the City's Unit Equivalent (UE) formula of 2,000 square feet per UE or develop the allowed number of units without a stipulated unit size.
4. A total of 50 units were constructed with a Unit Equivalent density of 42.75 UE allowed per the Eleventh Amended Deer Valley MPD. The Silver Baron Lodge parcels are all included in the 11th Amended Deer Valley Master plan and are developed using the LMC Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (50) than base permitted density (42.75).
5. Silver Baron Lodge Phase II record of survey plat was approved by City Council on September 14, 2006 and recorded at Summit County on June 1, 2007. Silver Baron Lodge Phase II plat was first amended on April 7, 2011 and recorded at the County on April 15, 2011.
6. On September 3, 2013, a complete application was submitted to the Planning Department for the second amendment to the Silver Baron Lodge Phase II record of survey plat to convert Units CU-2, CU-13, and CU-18 from commercial units to common area.
7. The total square footage of the three units being converted to common area is 4,286 square feet.
8. The existing commercial units are located within the existing building footprint and there is no increase in the footprint for this building.
9. The plat amendment does not increase the parking requirements for these units.
10. The HOA received 76.432% approval to convert these three commercial units to common space.
11. The findings in the analysis section are incorporated herein.

Conclusions of Law:
1. There is good cause for this amendment to the record of survey.
2. The amended record of survey plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. The amended record of survey plat is consistent with the 11th Amended and Restated Deer Valley Master Planned Development.
4. Neither the public nor any person will be materially injured by the proposed record of survey amendment.
5. Approval of the record of survey amendment, subject to the conditions of approval, will 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 amended record of survey plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the record of survey.
2. The applicant will record the amended 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 record of survey will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All conditions of approval of the Silver Baron Lodge Condominium record of survey plats as amended shall continue to apply.

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

PASSED AND ADOPTED this __ day of November, 2013.

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, MAYOR

ATTEST:

____
City Recorder's Office

APPROVED AS TO FORM:

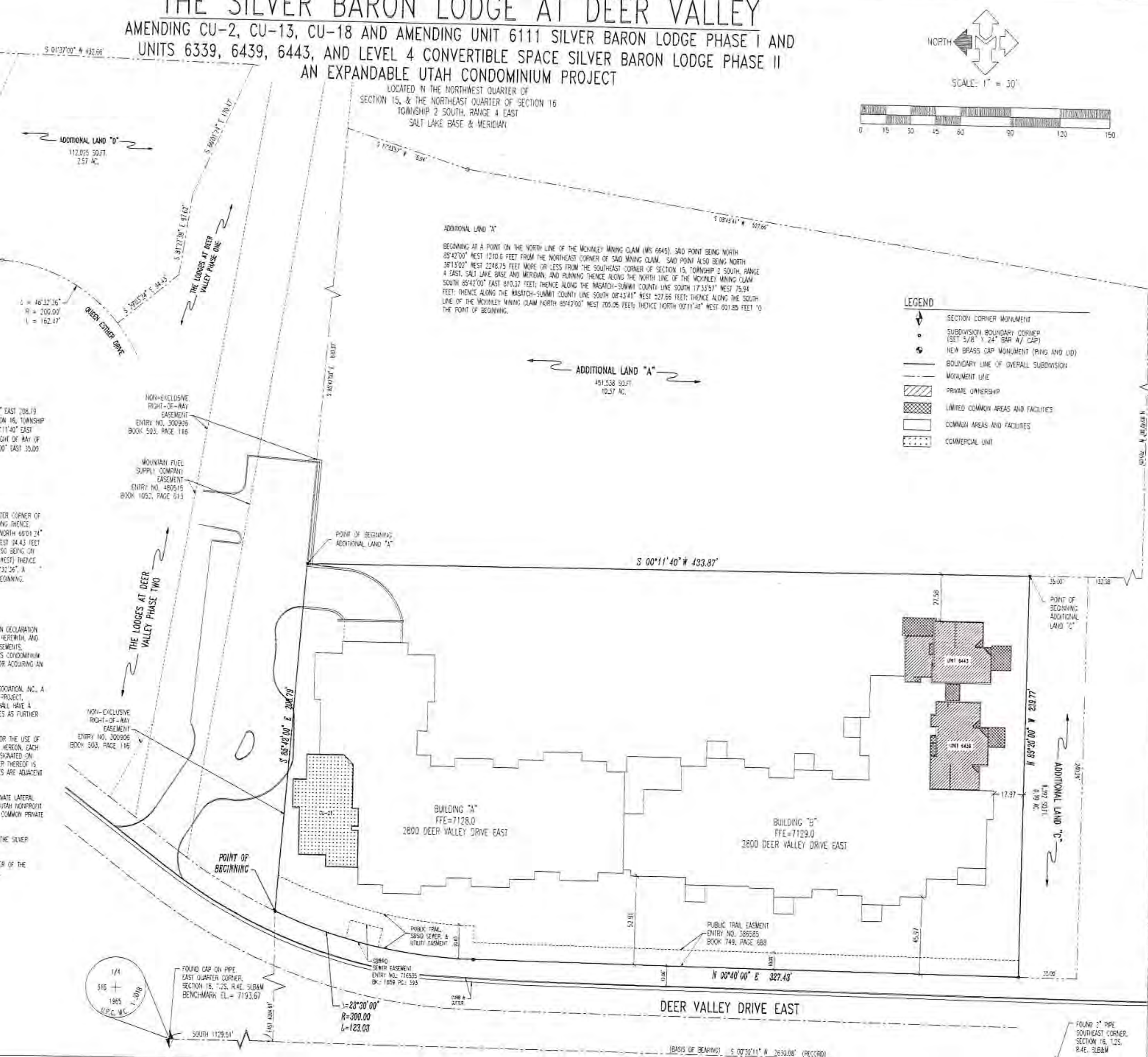
____
Mark Harrington, City Attorney

EXHIBIT A

THE SILVER BARON LODGE AT DEER VALLEY

AMENDING CU-2, CU-13, CU-18 AND AMENDING UNIT 6111 SILVER BARON LODGE PHASE I AND UNITS 6339, 6439, 6443, AND LEVEL 4 CONVERTIBLE SPACE SILVER BARON LODGE PHASE II
AN EXPANDABLE UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, & THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN



ADDITIONAL LAND "A"

BEGINNING AT A POINT ON THE NORTH LINE OF THE MCKINLEY MINING CLAIM (MS 6645). SAID POINT BEING NORTH 85°42'00" WEST 1210.6 FEET FROM THE NORTHEAST CORNER OF SAID MINING CLAIM. SAID POINT ALSO BEING NORTH 36°13'02" WEST 2248.75 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE NORTH LINE OF THE MCKINLEY MINING CLAIM SOUTH 85°42'00" EAST 810.37 FEET; THENCE ALONG THE WASATCH-SUMMIT COUNTY LINE SOUTH 17°33'57" WEST 75.94 FEET; THENCE ALONG THE WASATCH-SUMMIT COUNTY LINE SOUTH 08°43'41" WEST 527.66 FEET; THENCE ALONG THE SOUTH LINE OF THE MCKINLEY MINING CLAIM NORTH 85°42'00" WEST 706.05 FEET; THENCE NORTH 00°11'40" WEST 601.85 FEET TO THE POINT OF BEGINNING.

ADDITIONAL LAND "C"

BEGINNING AT A POINT SOUTH 1129.51 FEET AND EAST 4094.91 FEET AND SOUTH 85°42'00" EAST 208.79 FEET AND SOUTH 00°11'40" EAST 433.87 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE SOUTH 00°11'40" EAST 35.00 FEET; THENCE NORTH 89°20'00" WEST 240.29 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF DEER VALLEY DRIVE EAST; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 00°40'00" EAST 35.00 FEET; THENCE SOUTH 89°20'00 EAST 239.77 FEET TO THE POINT OF BEGINNING.

ADDITIONAL LAND "D"

BEGINNING AT A POINT SOUTH 115.63 FEET AND EAST 4658.36 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 66°45'00" EAST 253.05 FEET; THENCE SOUTH 01°37'00" WEST 432.66 FEET; THENCE NORTH 66°01'24" EAST 170.47 FEET; THENCE NORTH 81°27'32" WEST 97.62 FEET; THENCE NORTH 39°03'24" WEST 94.43 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF QUEEN ESTHER DRIVE, SAID POINT ALSO BEING ON THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 39°03'19" WEST) THENCE NORTHEASTERLY ALONG SAID 200.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 46°32'36", A DISTANCE OF 162.47 FEET; THENCE NORTH 04°24'00" EAST 236.02 FEET TO THE POINT OF BEGINNING.

NOTES:

1. THIS CONDOMINIUM PLAT RELATES TO REAL PROPERTY WHICH IS SUBJECT TO THAT CERTAIN DECLARATION OF CONDOMINIUM – THE SILVER BARON LODGE AT DEER VALLEY, RECORDED SIMULTANEOUSLY HEREWITH, AND SUBSEQUENT AMENDMENTS THERETO ("DECLARATION"). THE DECLARATION SETS FORTH THE EASEMENTS, RESTRICTIONS AND GENERAL PLAN OF IMPROVEMENT FOR THE PROPERTY AS DESCRIBED IN THIS CONDOMINIUM PLAT, AND THE DETAILS CONCERNING THE RIGHTS AND OBLIGATIONS OF THE OWNERS HAVING OR ACQUIRING AN INTEREST THEREIN.

2. PURSUANT TO THE DECLARATION, THE SILVER BARON LODGE AT DEER VALLEY OWNERS ASSOCIATION, INC., A UTAH NONPROFIT CORPORATION, IS RESPONSIBLE FOR MAINTAINING CERTAIN PORTIONS OF THE PROJECT, INCLUDING BUT NOT LIMITED TO THE COMMON AREAS AND FACILITIES, AND THE ASSOCIATION SHALL HAVE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER THE PROPERTY FOR SUCH MAINTENANCE PURPOSES AS FURTHER DESCRIBED IN THE DECLARATION.

3. THE LIMITED COMMON AREAS AND FACILITIES AS DEPICTED ON THIS PLAT ARE RESERVED FOR THE USE OF CERTAIN OWNERS TO THE EXCLUSION OF OTHER OWNERS. EXCEPT AS OTHERWISE DESIGNATED HEREON, EACH RESPECTIVE PORCH, DECK, BALCONY, FOYER, STORAGE CLOSET, HOT TUB, PATIO, AND ATTIC DESIGNATED ON THIS PLAT AS LIMITED COMMON AREAS AND FACILITIES FOR USE AND ENJOYMENT BY THE OWNER THEREOF IS APPURTENANT TO THE RESPECTIVE UNIT TO WHICH SUCH LIMITED COMMON AREAS AND FACILITIES ARE ADJACENT AS SHOWN HEREON.

4. THE UNITS OF THE SILVER BARON LODGE AT DEER VALLEY ARE SERVED BY A COMMON PRIVATE LATERAL WASTEWATER LINE. THE SILVER BARON LODGE AT DEER VALLEY OWNERS ASSOCIATION, INC., A UTAH NONPROFIT CORPORATION, SHALL BE RESPONSIBLE FOR OWNERSHIP, OPERATION AND MAINTENANCE OF ALL COMMON PRIVATE LATERAL WASTEWATER LINES.

5. ALL CONDITIONS OF APPROVAL OF THE DEER VALLEY MASTER PLANNED DEVELOPMENT AND THE SILVER BARON CONDITIONAL USE PERMIT SHALL CONTINUE TO APPLY.

6. SHOULD A COURT OF COMPETENT JURISDICTION INVALIDATE OWNERSHIP OF OR THE TRANSFER OF THE SEVEN UNITS OF DENSITY FROM COURCHEVAL, THIS CONDOMINIUM APPROVAL IS NULL AND VOID.

SURVEYOR'S CERTIFICATE

I, DAVID B. DRAPER DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362254, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT AT THE REQUEST OF THE OWNERS OF THE BELOW DESCRIBED LAND, I PERFORMED A SURVEY OF SAID LAND, THAT THE DESCRIPTION BELOW CORRECTLY DESCRIBES THE RESIDENTIAL DEVELOPMENT OF THIS CONDOMINIUM AND THAT THIS PLAT, CONSISTING OF 4 SHEETS IS ACCURATE AND COMPLIES WITH THE PROVISIONS OF SECTION 57-8-13(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT. I FURTHER CERTIFY THAT THE REFERENCE MARKERS SHOWN ON THIS PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR REESTABLISH THIS SURVEY.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY OF DEER VALLEY DRIVE EAST, SAID POINT BEING SOUTH 1129.51 FEET AND EAST 4094.91 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE SOUTH 85°42'00" EAST 208.79 FEET; THENCE SOUTH 00°11'40" EAST 433.87 FEET; THENCE NORTH 89°20'00" WEST 239.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF DEER VALLEY DRIVE EAST; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00°40'00" EAST 327.43 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 89°20'00" EAST) THROUGH A CENTRAL ANGLE OF 23°30'00", A DISTANCE OF 123.03 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 2.372 AC.

DATE: ____________

____
DAVID B. DRAPER, P.L.S.
LICENSE NO. 6861599

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENT, that the undersigned Silver Baron Partners, L.C., a Utah limited liability company, is the fee simple owner of the herein described tract of land and consents to the recordation of this Record of Survey Map in accordance with Utah Code Annotated §57-8-13 subdividing the land into condominium ownership, and creating units, common areas and facilities, limited common areas and facilities, convertible land, additional land, and easements, all as set forth herein, to be known as

THE SILVER BARON LODGE AT DEER VALLEY

AMENDING CU-2, CU-13, CU-18 AND AMENDING UNIT 6111 SILVER BARON LODGE PHASE I AND UNITS 6339, 6439, 6443, AND LEVEL 4 CONVERTIBLE SPACE SILVER BARON LODGE PHASE II

Also the undersigned dedicates to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, and Summit County, any non-exclusive utility easements shown on this Record of Survey Map for the purpose of providing utility service to the property and the installation, use, maintenance, and eventual replacement of utilities. The owner further certifies that buildings shown on this plat will, when completed be substantially as shown on the plat.

SILVER BARON PARTNERS, L.C. a Utah limited liability company.
by: F. LYNN PADAN
Its Manager

____

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
Summit County

On the ______day of__________, A.D. 20__, ____________________ personally appeared before me, the undersigned Notary Public, in and for said County of Summit County in said State of Utah, who being by me duly sworn, acknowledge to me that he signed the foregoing Consent to Dedicate on behalf of ____________________

MY COMMISSION EXPIRES: ____________________

____
NOTARY PUBLIC
RESIDING IN SUMMIT COUNTY

CONSENT TO RECORD AND SUBORDINATION

The undersigned U.S. Bank National Association is the holder of a Deed of Trust dated July 26, 2006, and recorded July 28, 2006, as Entry No. 785141, in Book 1806, beginning at Page 1119 of the official records of Summit County, Utah; together with related loan documents (collectively "Loan Documents") which constitute liens of record against the property to this Record of Survey Map. U.S. Bank National Association hereby subordinates the liens and encumbrances of the Loan Documents to this Record of Survey Map and to the rights of the Owners as set forth in the Declaration of Condominium for THE SILVER BARON LODGE AT DEER VALLEY-PHASE II and consents to the recordation of this Record of Survey Map.

U.S. Bank National Association

By______________
Its______________

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
Summit County

On the ______day of__________, A.D. 20__, ____________________ personally appeared before me, the undersigned Notary Public, in and for said County of Summit County in said State of Utah, who being by me duly sworn, acknowledge to me that he signed the foregoing Consent to Dedicate on behalf of ____________________

MY COMMISSION EXPIRES: ____________________

____
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

RECORD OF SURVEY MAP
THE SILVER BARON LODGE AT DEER VALLEY

AMENDING CU-2, CU-13, CU-18 AND AMENDING UNIT 6111 SILVER BARON LODGE PHASE I AND UNITS 6339, 6439, 6443 AND LEVEL 4 CONVERTIBLE SPACE SILVER BARON LODGE PHASE II AN EXPANDABLE UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, & THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

SHEET 1 OF 4

RECEIVED
SEP 0 3 2013
PARK CITY PLANNING DEPT.

McNEIL ENGINEERING CIVIL, L.C.
PROFESSIONAL CIVIL ENGINEERING SERVICES
6695 SOUTH 900 EAST, MIDVALE, UTAH 84047
TEL. (801) 255-7700 FAX (801) 255-8071 EMAIL www.mcneileng.com

COUNCIL APPROVAL
APPROVED BY THE PARK CITY COUNCIL ON THIS 14TH DAY OF SEPTEMBER A.D., 2006
____________ PARK CITY MAYOR

PARK CITY PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 23RD DAY OF AUGUST A.D. 2006
____________ CHAIRMAN

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT APPROVAL
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION IMPROVEMENT DISTRICT STANDARDS ON THIS ______ DAY OF ______________ A.D., 20 _____
____________ S.B.W.R.D.

PARK CITY ENGINEER
I, ____________________, PARK CITY ENGINEER HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE
____________ DATE ____________ CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM ON THIS ______________ DAY OF ____________________ A.D., 20______
____________ PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY THE PARK CITY COUNCIL THIS ON THIS 14TH DAY OF SEPTEMBER A.D., 2006
BY ____________ PARK CITY RECORDER

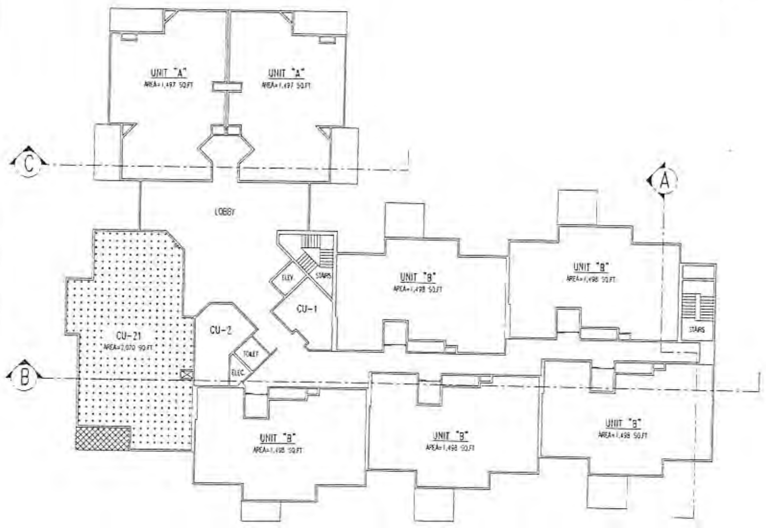
RECORDED #
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF
BOOK ______ PAGE ______ DATE ______ TIME ______
FEE $ ______ ____________ SUMMIT COUNTY RECORDER

260169CP1 AMENDED

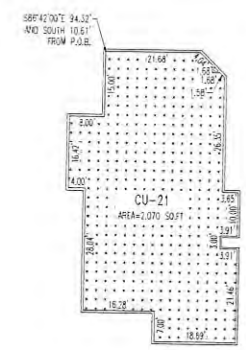
THE SILVER BARON LODGE AT DEER VALLEY

AMENDING CU-2, CU-13, CU-18 AND AMENDING UNIT 6111 SILVER BARON LODGE PHASE I AND UNITS 6339, 6439, 6443, AND LEVEL 4 CONVERTIBLE SPACE SILVER BARON LODGE PHASE II AN EXPANDABLE UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF
SECTION 15, & THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN



LEVEL ONE FLOOR PLAN



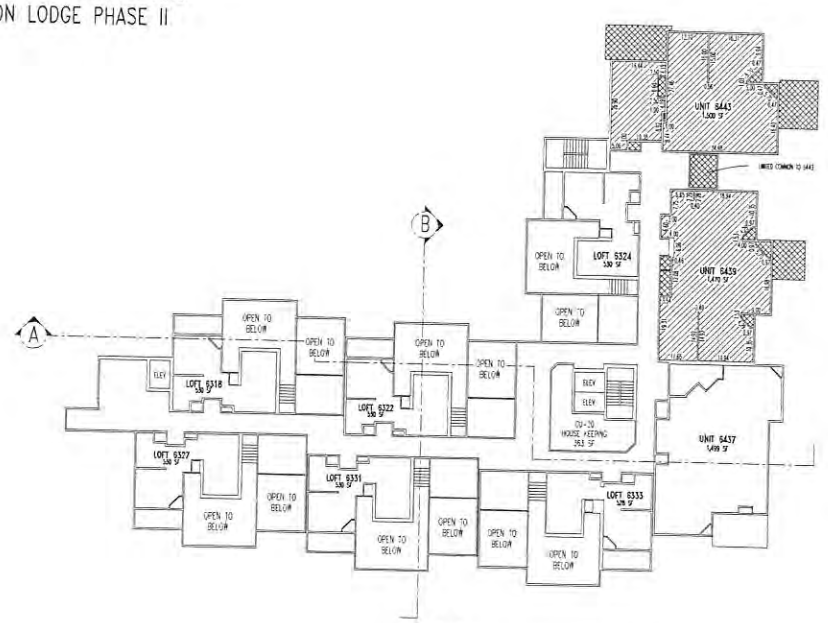
PHASE I

LEGEND

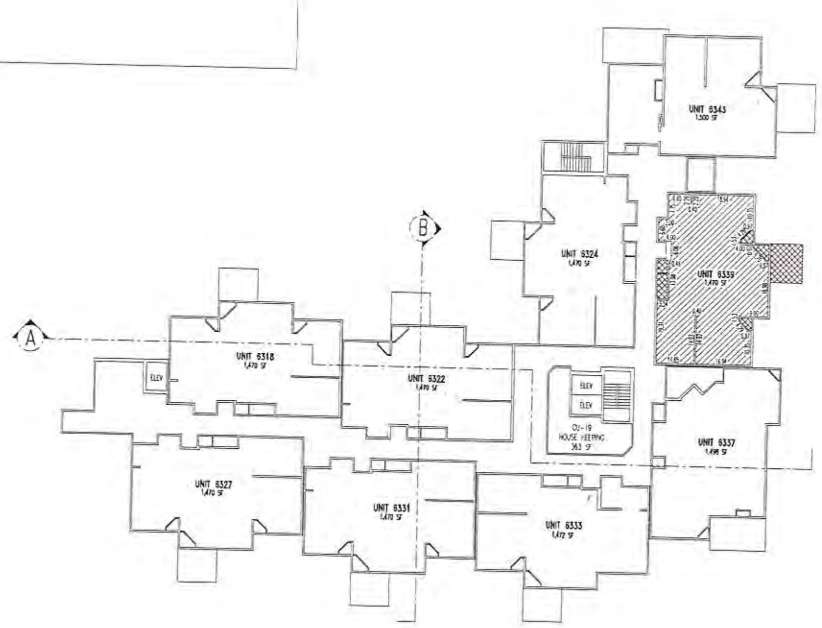
- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES
- COMMERCIAL UNIT

SCALE: 1" = 20'

0 10 20 30 40 60 80 100

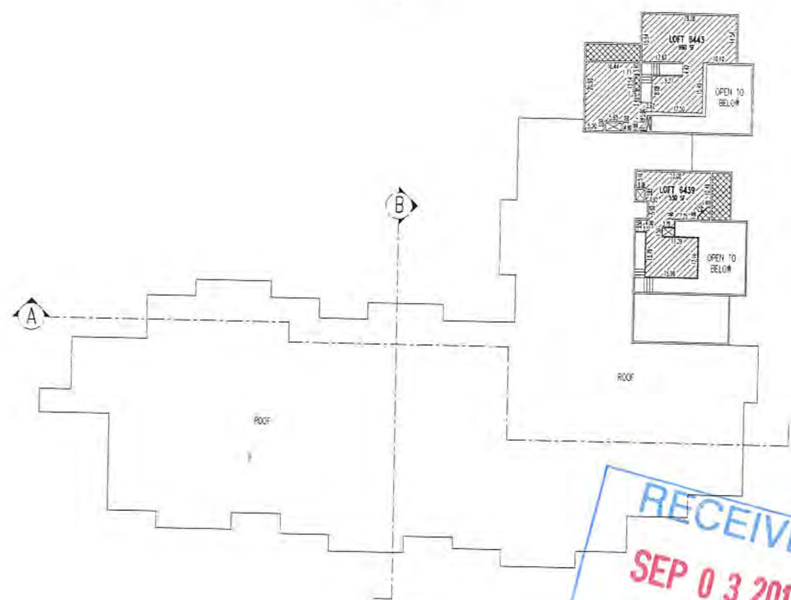


LEVEL 4



LEVEL 3

PHASE II



LEVEL 5

RECEIVED
SEP 03 2013
PARK CITY
PLANNING DEPT.

SHEET 2 OF 4

McNEIL ENGINEERING
CIVIL, L.C.
PROFESSIONAL CIVIL ENGINEERING SERVICES
6895 SOUTH 900 EAST, MIDVALE, UTAH 84047
TEL (801) 255-7700 FAX (801) 255-8071 EMAIL www.mcneileng.com

RECORDED #

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

BOOK PAGE DATE TIME

FEE $

SUMMIT COUNTY RECORDER

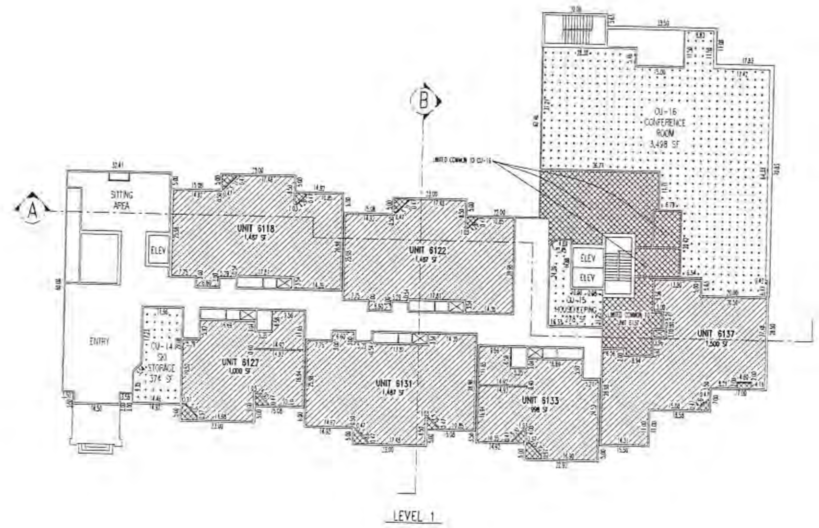
2601690PT-AMENDED

THE SILVER BARON LODGE AT DEER VALLEY

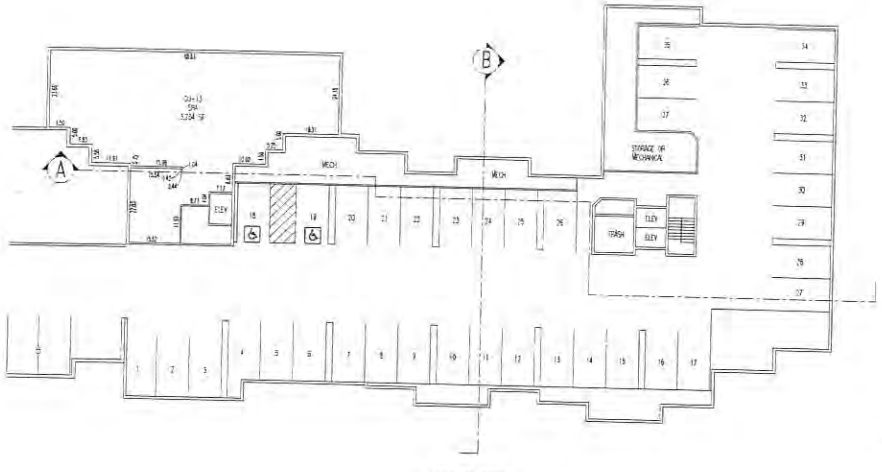
AMENDING CU-2, CU-13, CU-18 AND AMENDING UNIT 6111 SILVER BARON LODGE PHASE I AND
UNITS 6339, 6439, 6443, AND LEVEL 4 CONVERTIBLE SPACE SILVER BARON LODGE PHASE II
AN EXPANDABLE UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF
SECTION 15, & THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN

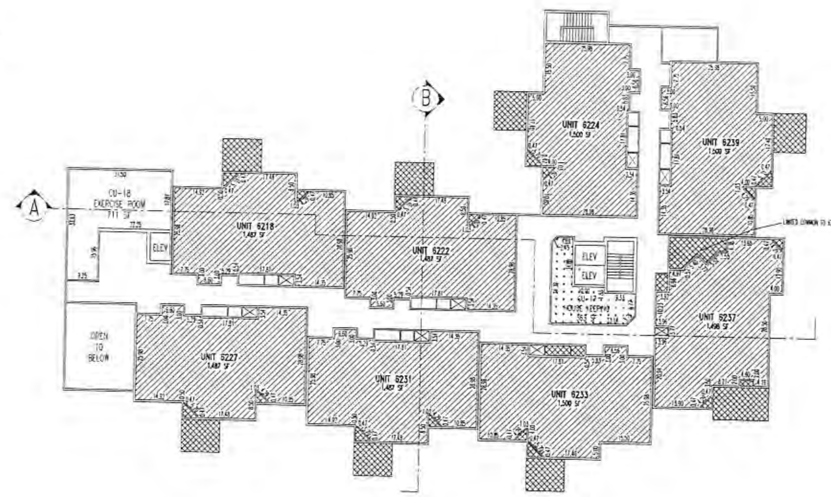
SCALE: 1" = 20'



LEVEL 1



PARKING LEVEL



LEVEL 2

LEGEND

- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES
- COMMERCIAL UNIT

McNEIL ENGINEERING
AND LAND SURVEYING, L.C.
PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
6895 SOUTH 900 EAST, MIDVALE, UTAH 84047
TEL (801) 255-7700 FAX (801) 255-8071 EMAIL www.mcneileng.com

SHEET 3 OF 4

RECORDED #

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

BOOK PAGE DATE TIME

FEE $ SUMMIT COUNTY RECORDER

260169CP1 AMENDED

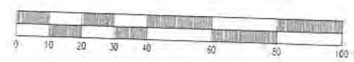
THE SILVER BARON LODGE AT DEER VALLEY

AMENDING CU-2, CU-13, CU-18 AND AMENDING UNIT 6111 SILVER BARON LODGE PHASE I AND UNITS 6339, 6439, 6443, AND LEVEL 4 CONVERTIBLE SPACE SILVER BARON LODGE PHASE II

AN EXPANDABLE UTAH CONDOMINIUM PROJECT

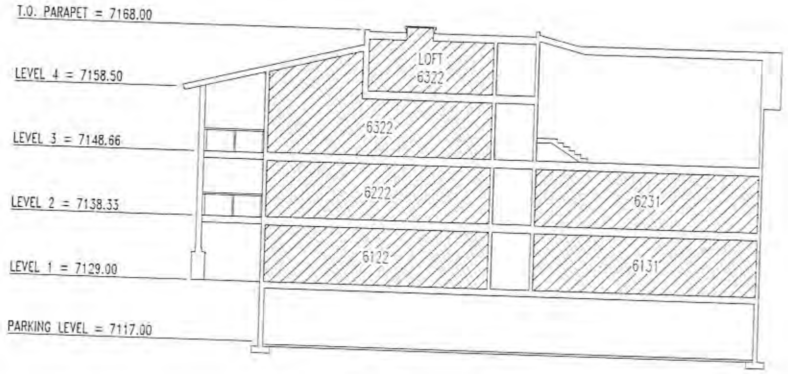
LOCATED IN THE NORTHWEST QUARTER OF
SECTION 15, & THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN

SCALE: 1" = 10'

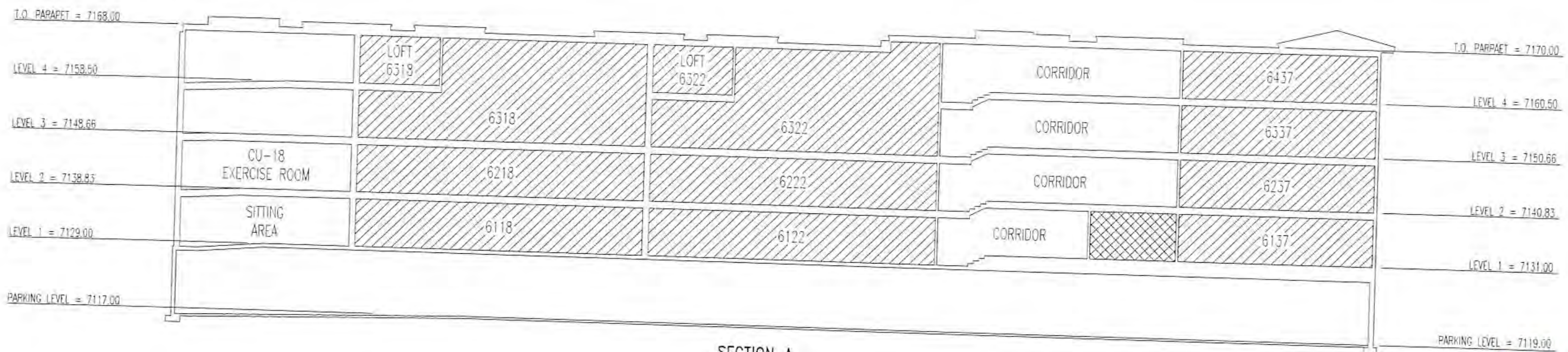


LEGEND

- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES
- COMMERCIAL UNIT



SECTION B



SECTION A

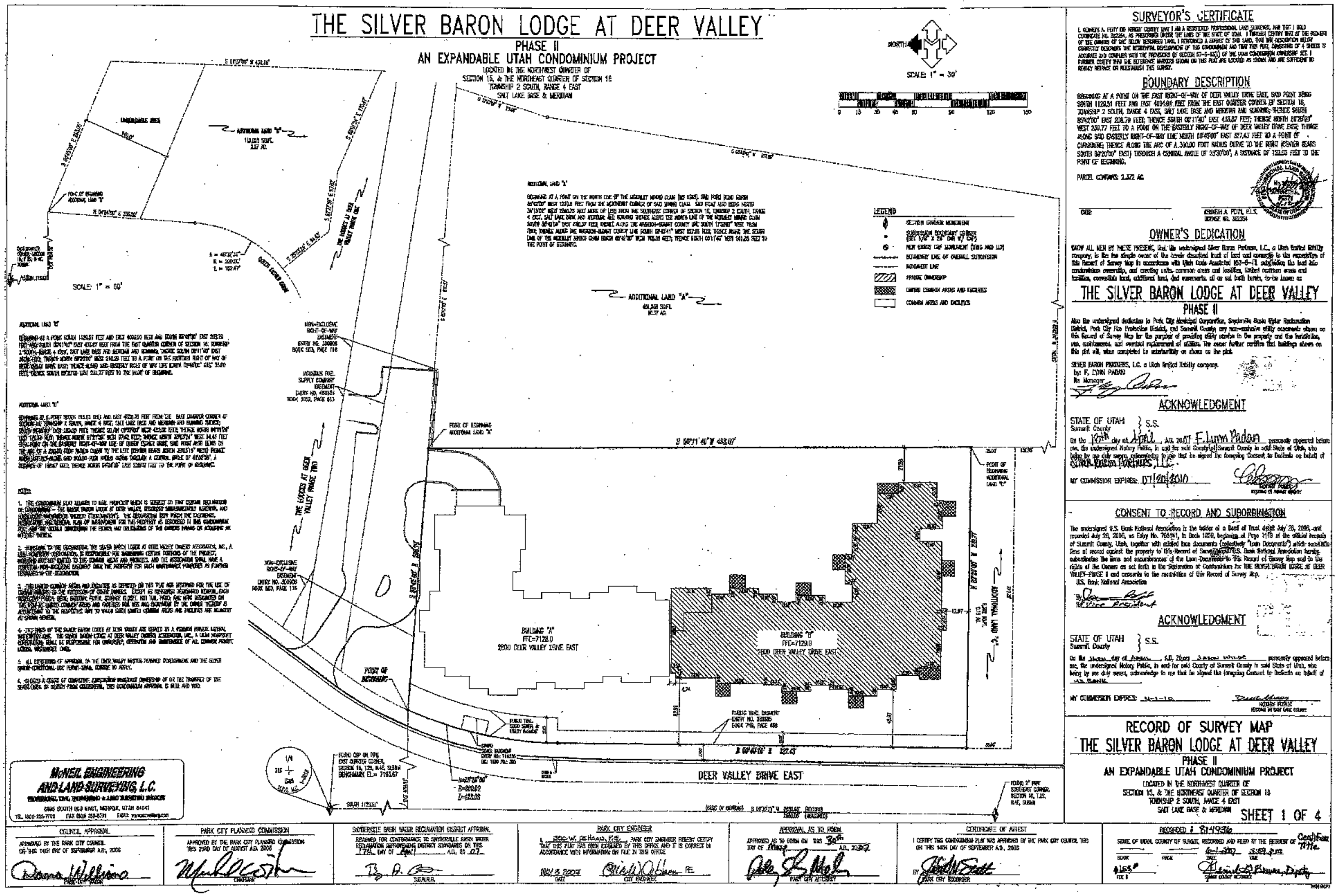
RECEIVED
SEP 0 3 2013
PARK CITY PLANNING DEPT

SHEET 4 OF 4

McNEIL ENGINEERING AND LAND SURVEYING, L.C.
PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
8895 SOUTH 900 EAST, MIDVALE, UTAH 84047
TEL. (801) 255-7700 FAX (801) 255-8071 EMAIL www.mcneileng.com

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

EXHIBIT B


THE SILVER BARON LODGE AT DEER VALLEY
PHASE II
AN EXPANDABLE UTAH CONDOMINIUM PROJECT
SCALE: 1" = 30'
SCALE: 1" = 60'
LEGEND
ADDITIONAL LAND "A"
BUILDING "A"
FFE=7128.0
2800 DEER VALLEY DRIVE EAST
BUILDING "B"
DEER VALLEY DRIVE EAST
THE LODGES AT DEER VALLEY PHASE TWO
McNEIL ENGINEERING AND LAND SURVEYING, L.C.
SURVEYOR'S CERTIFICATE
BOUNDARY DESCRIPTION
OWNER'S DEDICATION
THE SILVER BARON LODGE AT DEER VALLEY
PHASE II
ACKNOWLEDGMENT
STATE OF UTAH } S.S.
CONSENT TO RECORD AND SUBORDINATION
ACKNOWLEDGMENT
STATE OF UTAH } S.S.
RECORD OF SURVEY MAP
THE SILVER BARON LODGE AT DEER VALLEY
PHASE II
AN EXPANDABLE UTAH CONDOMINIUM PROJECT
SHEET 1 OF 4
COUNCIL APPROVAL
PARK CITY PLANNING COMMISSION
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT APPROVAL
PARK CITY ENGINEER
APPROVAL AS TO FORM
CERTIFICATE OF ATTEST

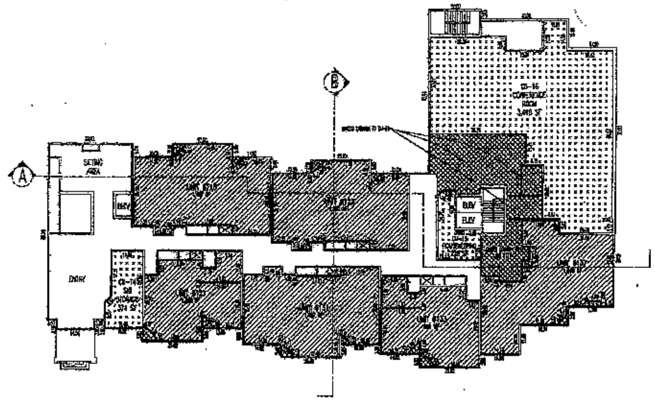
THE SILVER BARON LODGE AT DEER VALLEY

PHASE II

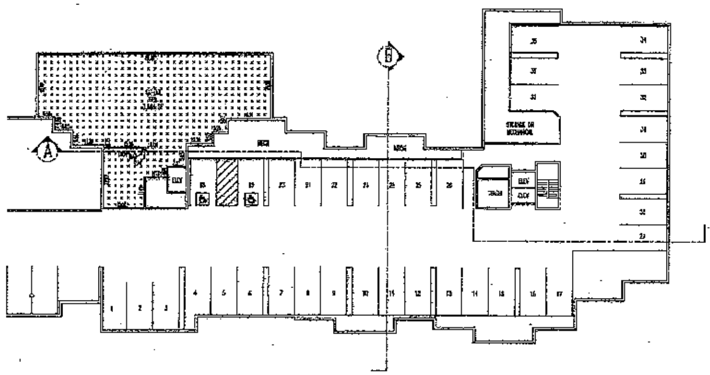
AN EXPANDABLE UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF
SECTION 15, & THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN

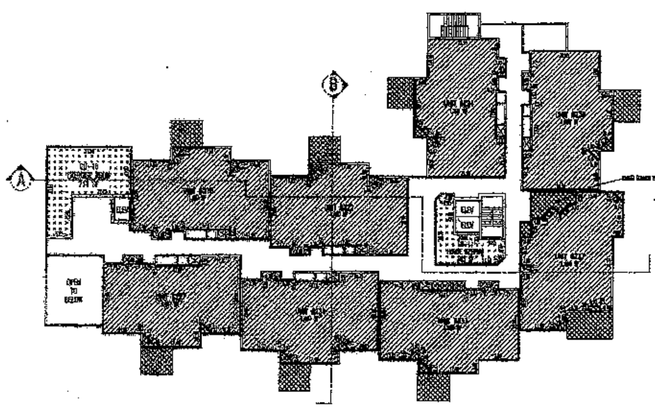
SCALE: 1" = 20'



LEVEL 1



PARKING LEVEL



LEVEL 2

LEGEND

- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES
- COMMERCIAL UNIT

McNEIL ENGINEERING AND LAND SURVEYING, L.C.

SHEET 2 OF 4

RECORDED # 614956

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

BOOK ____ PAGE ____ DATE 6-1-01 TIME 3:59 pm

$155.00 FEE $

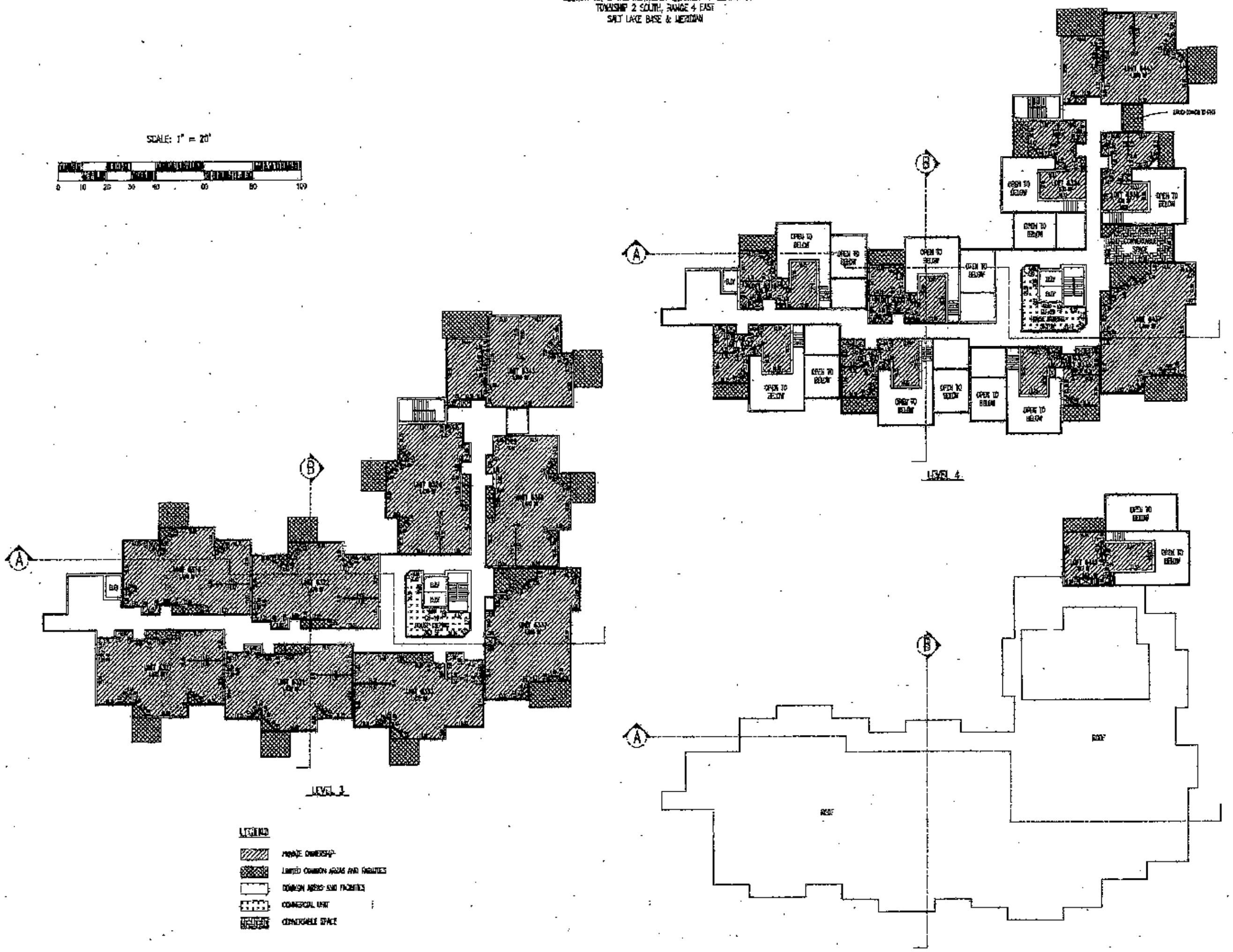
SUMMIT COUNTY RECORDER

THE SILVER BARON LODGE AT DEER VALLEY

PHASE II

AN EXPANDABLE UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, & THE NORTHEAST QUARTER OF SECTION 16 TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE & MERIDIAN



LEGEND

- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES
- COMMERCIAL UNIT
- CONVERTIBLE SPACE

McNEIL ENGINEERING AND LAND SURVEYING, L.C.

SHEET 3 OF 4

RECORDED # 826936

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

BOOK — PAGE — DATE 6-1-07 TIME 3:58 PM

FEE $ $156.00

SUMMIT COUNTY RECORDER

THE SILVER BARON LODGE AT DEER VALLEY

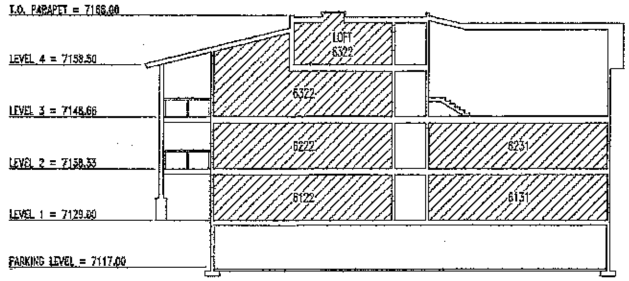
PHASE II

AN EXPANDABLE UTAH CONDOMINIUM PROJECT

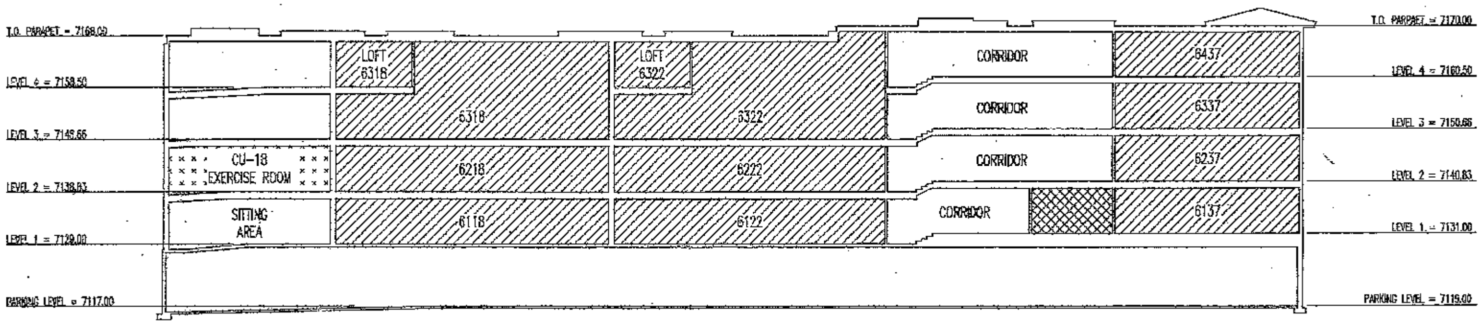
LOCATED IN THE NORTHWEST QUARTER OF
SECTION 15, & THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN

SCALE: 1" = 10'

LEGEND



SECTION B



SECTION A

McNEIL ENGINEERING AND LAND SURVEYING, L.C.

SHEET 4 OF 4

RECORDED # 814936

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

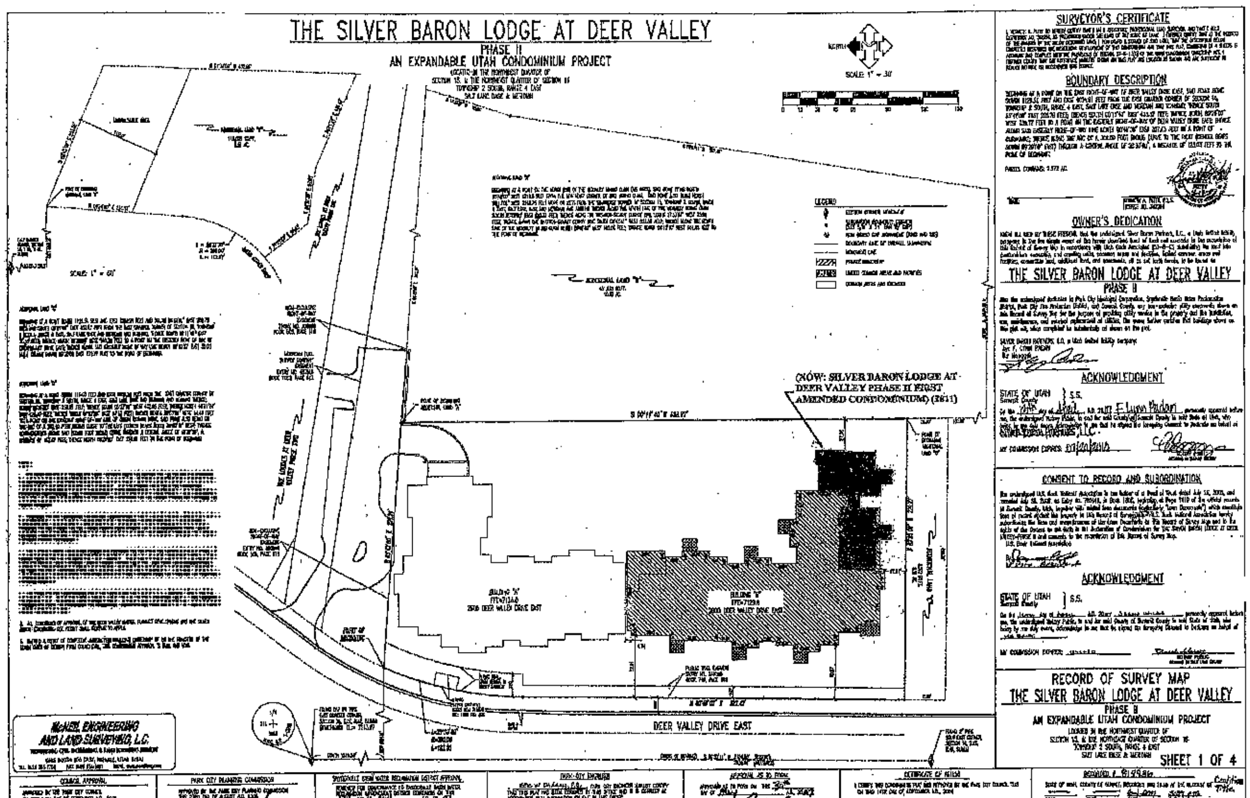
—	—	6-1-07	3:59 pm
BOOK	PAGE	DATE	TIME

155.00
FEE $

SUMMIT COUNTY RECORDER

PRIOR SERIAL # LDV-1

NEW SERIAL # SBLDV-II-UNIT#

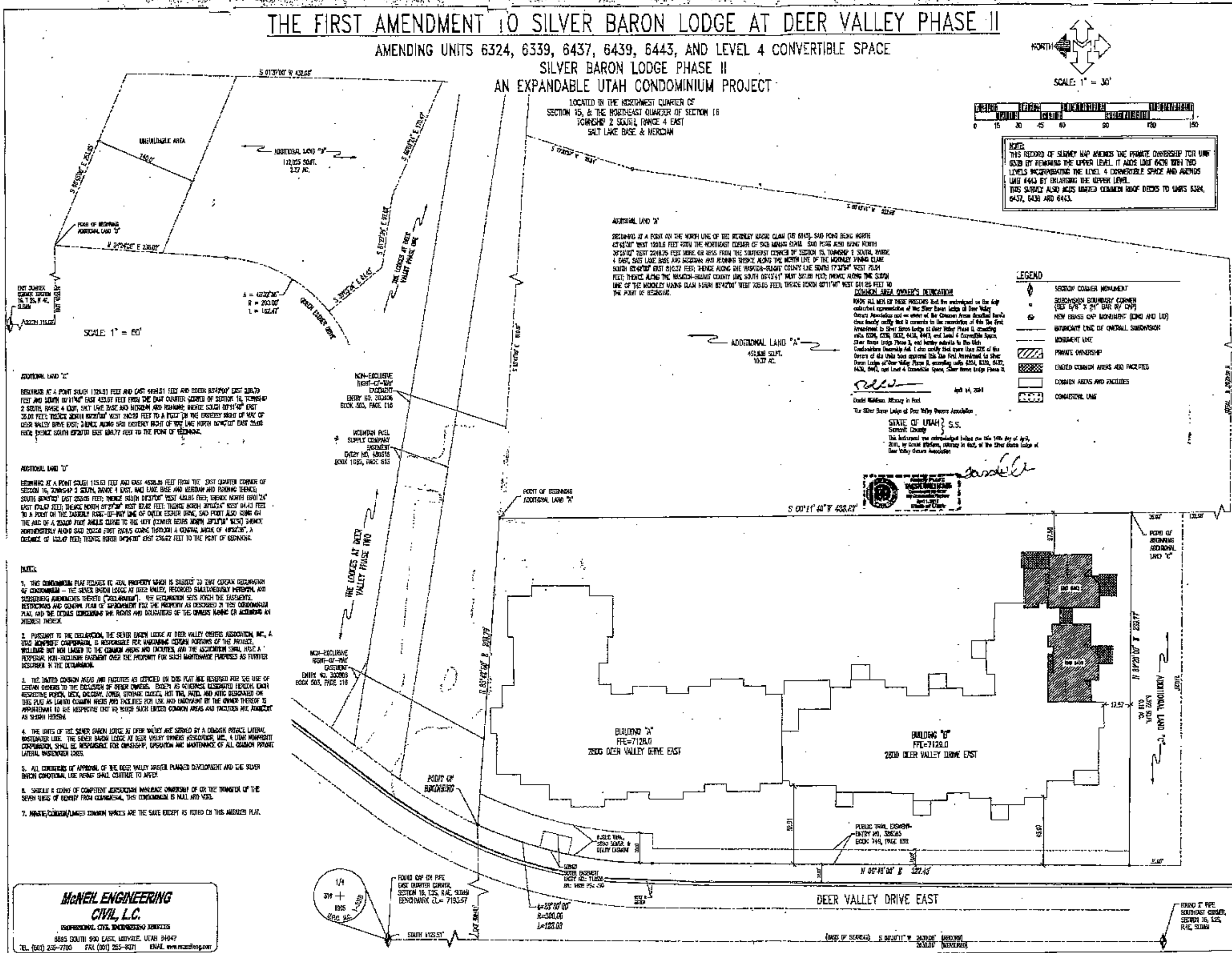


SILVER BARON LODGE AT DEER VALLEY PHASE II CONDOMINIUM

THE FIRST AMENDMENT TO SILVER BARON LODGE AT DEER VALLEY PHASE II

AMENDING UNITS 6324, 6339, 6437, 6439, 6443, AND LEVEL 4 CONVERTIBLE SPACE
SILVER BARON LODGE PHASE II
AN EXPANDABLE UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, & THE NORTHEAST QUARTER OF SECTION 16 TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE & MERIDIAN



SURVEYOR'S CERTIFICATE

BOUNDARY DESCRIPTION

OWNER'S DEDICATION

THE FIRST AMENDMENT TO SILVER BARON LODGE AT DEER VALLEY PHASE II

AMENDING UNITS 6324, 6339, 6437, 6439, 6443, AND LEVEL 4 CONVERTIBLE SPACE, SILVER BARON LODGE PHASE II

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
Summit County

MY COMMISSION EXPIRES:

CONSENT TO RECORD AND SUBORDINATION

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
Summit County

MY COMMISSION EXPIRES:

RECORD OF SURVEY MAP THE FIRST AMENDMENT TO SILVER BARON LODGE AT DEER VALLEY PHASE II

AMENDING UNITS 6324, 6339, 6437, 6439, 6443 AND LEVEL 4 CONVERTIBLE SPACE, SILVER BARON LODGE PHASE II AN EXPANDABLE UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, & THE NORTHEAST QUARTER OF SECTION 16 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

SHEET 1 OF 3

COUNCIL APPROVAL	PARK CITY PLANNING COMMISSION	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT APPROVAL	PARK CITY ENGINEER	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	RECORDED
APPROVED BY THE PARK CITY COUNCIL ON THIS 7TH DAY OF APRIL, 2011.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 23RD DAY OF MARCH, 2011.	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 12TH DAY OF April A.D., 2011.	THAT THIS PLAT HAS BEEN CHECKED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. APRIL 13, 2011	APPROVED AS TO FORM ON THIS 14th DAY OF April A.D. 2011.	I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY THE PARK CITY COUNCIL THIS ON THIS 7 DAY OF APRIL A.D., 2011.	STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF
PARK CITY MAYOR	CHAIRMAN	S.B.W.R.D.	CITY ENGINEER	PARK CITY ATTORNEY	PARK CITY RECORDER	SUMMIT COUNTY RECORDER

THE FIRST AMENDMENT TO SILVER BARON LODGE AT DEER VALLEY PHASE II

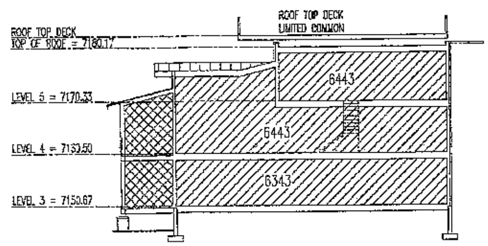
AMENDING UNITS 6324, 6339, 6437, 6439, 6443, AND LEVEL 4 CONVERTIBLE SPACE
SILVER BARON LODGE PHASE II
AN EXPANDABLE UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF
SECTION 15, & THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN

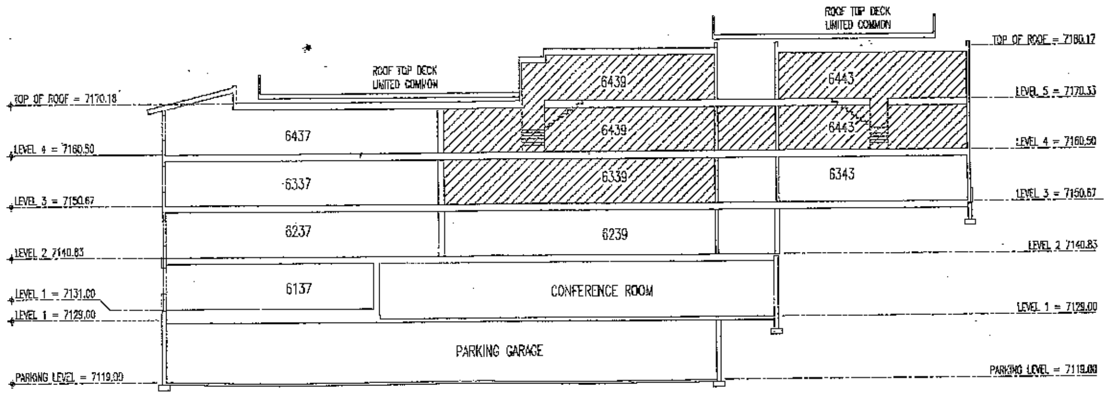
SCALE: 1" = 10'

LEGEND

- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



SECTION B



SECTION A

SHEET 3 OF 3

RECORDED # #120856 DORSEY + WHITNEY
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF
— BOOK — PAGE 4/15/2008 DATE 11:27 AM TIME
$76.00 FEE $ C. Willoughby, deputy SUMMIT COUNTY RECORDER

McNEIL ENGINEERING CIVIL, L.C.
PROFESSIONAL CIVIL ENGINEERING SERVICES
8955 SOUTH 933 EAST, MIDVALE, UTAH 84047
TEL. (801) 255-7700 FAX (801) 255-3971 EMAIL www.mcneileng.com

PRIOR SERIAL #'s SBLDV-II-6324, SBLDV-II-6339, SBLDV-II-6437 & SBLDV-II-6443

NEW SERIAL # SBLDV-II-UNIT#-AM

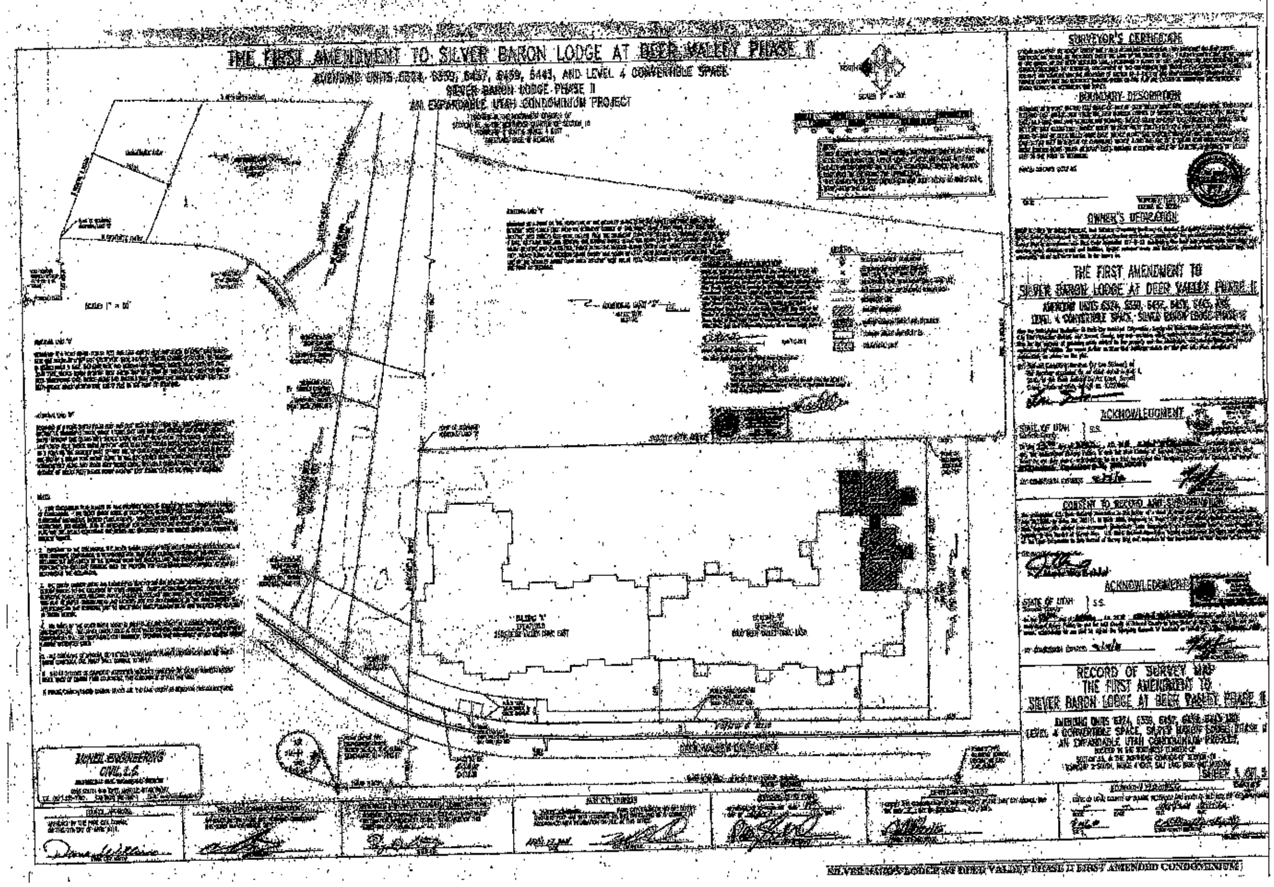
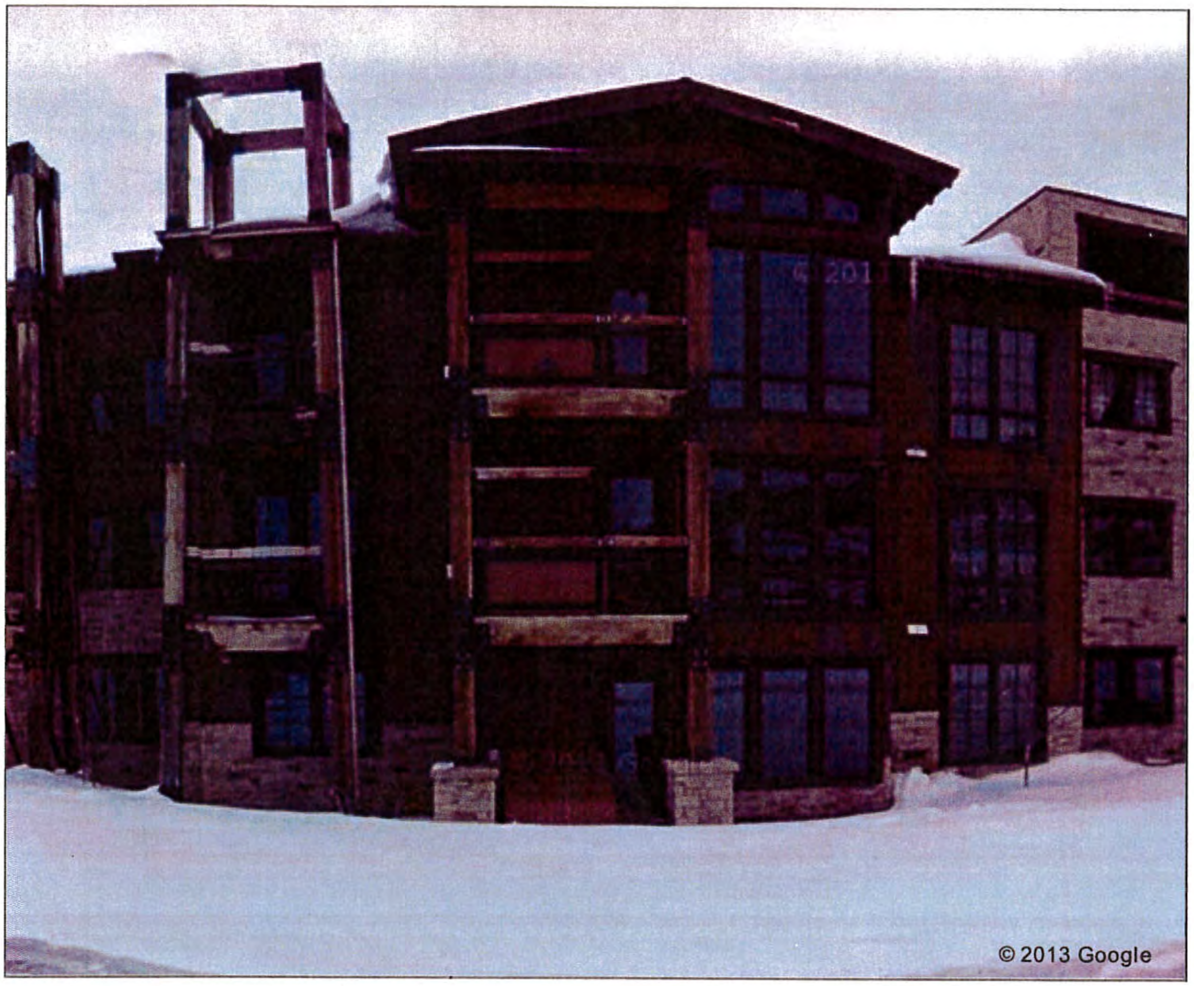


EXHIBIT C

.ddress **Deer Valley Drive East**

Address is approximate



Google

ddress **Deer Valley Drive East**

Address is approximate

EXHIBIT D

When Recorded return to:

Maxwell & Morgan, P.C.
47 West 9000 South #1
Sandy, Utah 84070

5066*
Marle Slett-a

00970179 B: 2185 P: 1974
Page 1 of 58
Alan Spriggs, Summit County Utah Recorder
05/14/2013 03:49:10 PM Fee $190.00
By Mikas Law Group
Electronically Recorded

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

THE SILVER BARON LODGE AT DEER VALLEY

Table of Contents

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM THE SILVER BARON LODGE AT DEER VALLEY

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM-THE SILVER BARON LODGE AT DEER VALLEY ("Declaration") is made and executed this 17th day of December, 2012 by The Silver Baron lodge at Deer Valley owners Association, Inc., acting with the affirmative vote of at least seventy-five percent (75%) of the Total Votes of the Association cast in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting, and in accordance with the provisions of Title 57, Chapters 8 and 19, Utah Code Annotated, as amended.

1. RECITALS.

1.1 On May 26, 2005, a Declaration of Condominium- The Silver Baron Lodge at Deer Valley was recorded with the Recorder of Summit County, Utah as Entry No. 737410 at Book 1703, Page 12, ("Original Declaration"), covering the real property and improvements constituting the first phase of the project known as The Silver Baron Lodge at Deer Valley, in Summit County, Utah ("Project").

1.2 On May 26, 2005, in connection with the recording of the Original Declaration, there was also recorded that certain Condominium Plat of The Silver Baron Lodge at Deer Valley, An Expandable Utah Condominium Project, as Entry No. 737409 in the Summit County Recorder's Office ("Original Plat").

1.3 On June 1, 2007 there was recorded a First Amendment to Declaration of Condominium-The Silver Baron Lodge at Deer Valley, as Entry No. 00814937 in the Summit County Recorder's Office ("First Amendment") which established the second phase of the Project.

1.4 On June 1, 2007, in connection with the recording of the First Amendment, there was also recorded that certain Supplemental Condominium Plat, The Silver Baron Lodge at Deer Valley Phase II, an Expandable Utah Condominium Project, as Entry No. 814936 in the Summit County Recorder's Office ("Supplemental Plat").

1.5 On April 23, 2008, there was recorded a Second Amendment to Declaration of Condominium-The Silver Baron Lodge at Deer Valley, as Entry No. 00842859 in the Summit County Recorder's Office ("Second Amendment").

1.6 On August 4, 2010, pursuant to a stipulation between the original Declarant, Silver Baron Partners, L.C. as debtor and US Bank, a National Association as creditor, an Order Appointing Receiver was entered by the Third Judicial District Court, Summit County, State of Utah ("Receivership Action").

1.7 On April 15, 2011, pursuant to the rights granted to the Receiver in the Receivership Action, the Receiver relieved Silver Baron Partners, L.C. of its Declarant status and named Len Stillman as Declarant by way of a Third Amendment to Declaration of Condominium-The Silver Baron Lodge at Deer Valley, recorded as Entry No. 00920857 in the Summit County Recorder's Office ("Third Amendment").

1.8 On April 15, 2011, in connection with the recording of the Third Amendment, there was also recorded a first amended plat as Entry No. 920856 in the Summit County Recorder's Office ("First Amended Plat")

1.9 By way of court order issued in the Receivership Action on July 11, 2011, after having sold all remaining Units and having fully administered the estate, the Receiver was relieved of any further duties in conjunction with the Project. Pursuant to the orders issued in the Receivership Action, and as set forth in the Act and Section 13.4 of the Original Declaration, the period of Declarant control has ended.

1.10 Section 24.1 of the Original Declaration provides that it may be amended by affirmative vote of at least sixty-seven percent (67%) of the Total Votes of the Association, with certain portions of the Original Declaration requiring seventy-five percent (75%) approval.

1.11 The Association desires to further amend and restate the Declaration in its entirety for various purposes, including but not limited to: (i) incorporating prior amendments into one document, (ii) making those changes necessary to reflect the fact that the developer is no longer affiliated with the Property, (iii) eliminate any ambiguity or confusion which exists or may be claimed to exist regarding the existing Declaration and any amendments thereto, and (iv) clarifying the Association's intent to convert certain commercial units obtained through foreclosure into common areas.

1.12 The covenants, conditions and restrictions contained in this Declaration and in the Exhibits hereto shall be enforceable equitable servitudes and shall run with the land.

1.13 All capitalized terms used in this Declaration shall have the definitions as set forth herein.

1.14 The Project is intended to facilitate two types of ownership consisting of the ownership of one or more Commercial Units and the ownership of one or more Residential Units.

2. DEFINITIONS.

Unless the context clearly indicates otherwise, certain terms as used in this Declaration and the foregoing Recitals shall have the meanings set forth in this Section 2. (Certain terms not defined in this Section 2 are defined elsewhere in this Declaration.)

2.1 <u>Act</u> shall mean the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code).

2.2 Amendment shall mean any amendment to this Declaration made in accordance with this Declaration and the Act.

2.3 Articles shall mean the Articles of Incorporation of the Association.

2.4 Association shall mean The Silver Baron Lodge at Deer Valley Owners Association, Inc., a Utah nonprofit corporation, organized for the purposes set forth in this Declaration.

2.5 Building(s) shall mean the buildings constructed as part of the Project, as described in Section 3.2.

2.6 Bylaws shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, as amended from time to time.

2.7 Commercial Owner shall mean any person or entity or combination thereof, at any time owning a Commercial Unit. The term "Commercial Owner" shall not include any Mortgagee (unless such Mortgagee has acquired title for other than security purposes).

2.8 Commercial Unit shall mean a Unit within the Project which has been designated in Exhibit "A" attached hereto and incorporated herein by this reference, or any amendment thereto, and/or on the Plat as a Commercial Unit, not including any Unit that has been converted to Common Areas and Facilities in accordance with this Declaration.

2.9 Common Area Manager shall mean the person, firm or company designated by the Management Committee to manage, in whole or in part, the affairs of the Association and the Common Areas and Facilities.

2.10 Common Areas and Facilities shall mean all portions of the Project other than the Units, as described in Section 6.1 below, including the Limited Common Areas and Facilities. The undivided interest in the Common Areas and Facilities appurtenant to each Unit is based upon the Par Value of a Unit as described in Section 6.2 below and is set forth in Exhibit "A" attached hereto.

2.11 Common Assessments shall mean those assessments described in Section 13 to fund the Common Expenses, and include Regular Common Assessments, Special Common Assessments and any other assessments levied by the Association, including Reinvestment Fees.

2.12 Common Expense Fund shall mean one or more deposit or investment accounts of the Association into which are deposited the Common Assessments.

2.13 Common Expenses shall mean all expenses of the administration, maintenance, repair, or replacement of the Common Areas and Facilities, and all other expenses denominated as Common Expenses by this Declaration or by the Act.

2.14 Common Furnishings shall mean all furniture, furnishings, appliances, vehicles, fixtures and equipment, and all other personal property, from time to time, owned or leased by the Association or held for use at The Silver Baron Lodge at Deer Valley.

2.15 Conversion Rights shall mean the right under the Declaration or the Act to convert a portion of the Project into one or more Units, Common Areas and Facilities or Limited Common Areas and Facilities.

2.16 Cost of Living Index shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers: U.S. City Average, All Items 1982-1984 = 100 compiled by the Bureau of Labor Statistics, United States Department of Labor. The Index for December 2005 is the reference base index. The Association may select any other comparable index which measures changes in the cost of living.

2.17 Declarant shall mean Len Stillman, Receiver as set forth by the Court in the Receivership Action and as confirmed in the Third Amendment.

2.18 Declaration shall mean this Amended and Restated Declaration of Condominium - The Silver Baron Lodge at Deer Valley, and all amendments, modifications and supplements hereto.

2.19 Eligible Mortgagee shall mean and refer to a First Mortgagee that has requested notice of certain matters from the Association in accordance with Section 20.1 below.

2.20 Governing Documents shall mean this Declaration, the Bylaws, the Articles, the rules and regulations promulgated by the Management Committee, and the Management Committee's resolutions, as each document may be amended from time to time.

2.21 Guest means an Owner's accompanied or unaccompanied family member, guest, invitee, licensee, and any person or occupant who has the right to use and occupy a Unit.

2.22 Limited Common Areas and Facilities shall mean a portion of the Common Areas and Facilities allocated by this Declaration or the Act, or as may be shown on the Plat, for the exclusive use of one or more, but fewer than all, of the Units.

2.23 Management Committee shall mean the Board of Directors, Board of Managers, Board of Trustees or Executive Board (regardless of the specific term used) of the Association, appointed or elected in accordance with this Declaration and the Bylaws.

2.24 Mortgage shall mean any mortgage, deed of trust or other security instrument (including the seller's rights under a contract for deed) by which a Unit or any part thereof or interest therein is encumbered. A First Mortgage is a Mortgage having priority as to all other Mortgages encumbering a Unit or any part thereof or interest therein.

2.25 Mortgagee shall mean any person or entity named as the mortgagee, beneficiary or holder of the seller's interest (so long as a copy of the contract for deed is given to the Association) under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage. A First Mortgagee shall mean any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage.

2.26 Owner shall mean any person or entity, including Declarant, at any time owning a Unit within the Project (including, to the extent permitted by law, those purchasing an interest pursuant to a contract for deed who have given written notice of their purchase and a copy of their contract to the Association). The term "Owner" shall not refer to any Mortgagee, unless such Mortgagee has acquired title for other than security purposes.

2.27 Par Value shall mean the number of points assigned to each Unit as described herein and in the Act and used to determine ownership interests and votes of Units. In accordance with the provisions of the Act, the statement of Par Value should not be considered to reflect or control the sales price or fair market value of any Unit.

2.28 Personal Charges shall mean a charge levied by the Association against an Owner or Guest for all expenses resulting from the act or omission of such Owner or Guest (except an Owner's failure to pay any Assessment). The act or negligence of any Guest shall be deemed to be the act or negligence of the Owner who permits such Guest to use and occupy any Unit. Personal Charges shall include, without limitation, any expense resulting from the act or omission of any Owner or Guest, including, without limitation:

2.28.1 the cost of long distance and other telephone charges or telephone message charges and other special services or supplies attributable to the occupancy of the Unit and the expense of additional housekeeping services requested by such Owner or Guest during such occupancy;

2.28.2 the cost to repair any damage to any portion of the Project, or to repair or replace any Common Furnishings on account of loss or damage caused by such Owner or Guest;

2.28.3 the cost to satisfy any expense to any other Owner(s) or to the Association due to any intentional or negligent act or omission of such Owner or Guest, or resulting from the breach by such Owner or Guest of any provisions of the Governing Documents;

2.28.4 any transient occupancy tax, sales tax, use tax or other tax levied pursuant to the laws of the State of Utah and payable by any Owner or Guest which the Association is or shall be required or entitled to collect on behalf of the levying authority (this Section 2.28.4 shall not be deemed an acknowledgment that any such tax may be levied); and

2.28.5 any shared costs incurred as a result of an Owner's failure to utilize the services of a rental pool manager.

Personal Charges shall be treated as an Assessment against an individual and his or her Unit, and are secured by a lien as provided in Section 13.5 below. In addition, the Association shall have all other remedies described in this Declaration which are available to the Association against any Owner for nonpayment of Assessments.

2.29 Plat shall mean the First Amended Plat as described in Section1.7, as it may be amended from time to time pursuant to this Declaration and the Act. Such an amendment to the Plat is expressly authorized and may be undertaken by the Association without the joinder or consent of any other Owners. To the extent required by applicable law, such amendment shall be subject to the review and approval of Park City Municipal Corporation.

2.30 Project shall mean the Property, the Units, the Common Areas and Facilities, the Building(s) and all improvements submitted by this Declaration to the provisions of the Act.

2.31 Property shall mean that certain real property situated in Summit County, State of Utah, more particularly described in Section 3.1 hereinafter, on which the Units and other improvements are or will be located.

2.32 Regular Common Assessments shall mean the annual assessments levied by the Association to pay the budgeted Common Expenses.

2.33 Reinvestment Fee shall mean a fee as allowed by the Act and as more fully set forth in Section 10.2 below.

2.34 Residential Unit shall mean a Unit in the Project designated for residential use.

2.35 Special Common Assessments shall mean assessments which the Association may levy from time to time, in addition to the Regular Common Assessments, for unexpected Common Expenses or other purposes as provided herein.

2.36 The Silver Baron Lodge at Deer Valley shall mean, depending on the context, both the Property together with all improvements now or hereafter located thereon, including all facilities, roadways, common furnishings, equipment and all other appurtenances thereunto belonging and which are governed by this Declaration. The Silver Baron Lodge at Deer Valley shall also be deemed to include any and all additional real property, personal property and recreational or other rights from time to time acquired by the Association for the benefit of Owners subject to the provisions hereof.

2.37 Total Votes of the Association shall mean the total votes appertaining to all Units of persons in good standing and eligible to vote, as described in Section 14 below.

2.38 Unit shall mean a physical portion of the Project designed for separate ownership and occupancy as described in Section 5 hereof.

2.39 Unit Number shall mean the number, letter or combination of name, numbers and letters that identifies only one Unit in the Project.

2.40 Unit Type shall mean the designated size and configuration of a Unit, as set forth in Section 3.2.

3. DESCRIPTION OF THE PROPERTY AND THE IMPROVEMENTS.

3.1 The Property on which the Units and improvements are located is situated in Summit County, Utah and more particularly described as follows:

Beginning at a point on the east right-of-way of Deer Valley Drive East, said point being South 1129.51 feet and East 4094.91 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running; thence South 85°42'00" East 208.79 feet; thence South 00°11'40" East 101.98 feet; thence West 86.37 feet; thence South 110.89 feet; thence West 149.70 feet to a point on the easterly right-of-way of Deer Valley Drive East; thence along said Easterly right-of-way line North 00°40'00" East 109.21 feet to a point of curvature; thence along the arc of a 300.00 foot radius curve to the right (center bears South 89°20'00 East) through a central angle of 23°30'00", a distance of 123.03 feet to the point of beginning; and

Additional land beginning at a point South 1129.51 feet and East 4094.91 feet and South 85°42'00" East 208.79 feet and South 00°11'40" East 101.98 feet from the East quarter corner of Section 16, township 2 South, range 4 East, Salt Lake Base and Meridian and running; thence South 00°11'40" East 331.89 feet; thence North 89°20'00" West 239.77 feet to a point on the Easterly right of way of Deer Valley Drive East; thence along said Easterly right of way line North 00°40'00" East 218.22 feet; thence East 149.70 feet; thenee North 110.89 feet; thence East 86.37 feet to the point of beginning.

3.2 The general improvements as of the date this Declaration is recorded consists of one (1) freestanding residential Building with a basement and four (4) floors, containing twenty (20) Commercial Units , three (3) of which have been converted to Common Areas and Facilities and fifty (50) Residential Units, including two (2) One-Bedroom Units, twenty nine (29) Two-Bedroom Units, sixteen (16) Three-Bedroom Units and three (3) Four-Bedroom Units. The structure is of wood frame with wood, metal and stone siding. The roofs are sloped and flat with metal covering on the sloped portions and a membrane covering on the flat portions. The Building is supplied with telephone, cable or satellite television, electricity, natural gas, water, and sewer service. In addition to the Building, the improvements may also include maintenance facilities and other improvements.

4. SUBMISSION TO ACT.

The Property, the Building(s), and all other improvements thereon have previously been submitted to the provisions of the Act. All of said Project is and shall be held, conveyed, hypothecated, encumbered, leased, subleased, rented, used and improved as Residential Units and Commercial Units. All of said Project 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 Project and division thereof into Units; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to any person acquiring, leasing, subleasing or owning an interest in the real property and improvements comprising the Project, their assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors.

5. DESCRIPTION OF UNITS.

The boundary lines of each Unit are as set forth on the Plat and consist of the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, and the interior surfaces of windows and doors. The interior surfaces of the doors and windows mean the points at which such surfaces are located when such window or door is closed. Without limitation, a Unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors and ceilings; non-supporting interior walls; and all utility outlets, fixtures or appliances found within the boundary lines of the Unit and servicing only that Unit. Notwithstanding the fact that they may be within the boundaries of the Unit, the following are not part of any Unit: bearing walls, floors, ceilings and roofs (except the interior finished surfaces thereof), foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires and other utility installations, except the outlets thereof when located within the Unit. The Plat and/or Exhibit "A" hereto contain the Unit Number of each Unit in the Project.

6. DESCRIPTION AND OWNERSHIP OF COMMON AREAS AND FACILITIES.

6.1 The Common Areas and Facilities shall mean and include the Property on which all Units are located and all portions of the Project not included as part of any Unit, including, but not by way of limitation, the foundations, columns, girders, beams, supports, exterior and bearing walls and roofs of the Building; the grounds and recreational facilities, if any, including, but not limited to any swimming pool area, hot tub area, game rooms, parking areas and certain other areas in the Project designated as part of the Common Areas and Facilities on the Plat (unless such areas are designated as a Commercial Unit), installations of all central services, including power light, natural gas, hot and cold water, heating, ventilating and garbage collection; tanks, pumps, motors, fans, ducts and, in general, all apparatuses and installations existing for common use; all utility pipes, lines or systems servicing the Units; all ducts, flues, chutes, wires, television antennas, conduits, transformers, water lines, power lines, natural gas lines, sewer lines and other accessories and utility installations to the outlets used therewith; the underground water drainage system around the Building perimeter; and, all other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities on the Plat or any amendment to the Plat made in accordance with this Declaration and the Act; and all repairs and replacements of any of the foregoing.

6.2 The undivided interest in the Common Areas and Facilities appurtenant to each Unit in the Project is based upon the Par Value of such Unit, which is determined by the number of points allocated to each Unit. There shall be three (3) points allocated to each square foot in a Commercial Unit and four (4) points allocated to each square foot in a Residential Unit. Consequently, the total number of points for each Commercial Unit is calculated by multiplying the square footage area of such Unit by three and the total number of points allocated to each Residential Unit is calculated by multiplying the square footage area of such Unit by four. The percentage of undivided interest in the Common Areas and Facilities and the votes appurtenant to each Unit has been determined by dividing the number of points allocated to that Unit by the total number of points allocated to all Units in the Project. In accordance with the provisions of the Act, the statement of Par Value shall not be considered to reflect or control the sales price or fair market value of any Unit. The undivided interest appurtenant to each Unit shall have a permanent character and shall not be altered, except as provided in this Declaration and the Act. The sum of the undivided interests and votes in the Common Areas and Facilities allocated to all Units shall at all times equal one hundred percent

(100%). The undivided interest of one or more Units has been rounded in order to cause the total to equal one hundred percent (100%).

6.3 The Common Areas and Facilities shall also include Commercial Units CU-2, CU-13 and CU-18, as the same are identified and established in the Record of Survey Map recorded May 26, 2005, as entry No. 737409 and the Record of Survey Map recorded June 1, 2007, as entry No. 814936. The foregoing Units were foreclosed for non-payment of Common Assessments and title to the Units vested in the Association. Notwithstanding any language to the contrary contained in the Plat, the Commercial Units refereneed in this Section 6.3 are hereby converted to Common Areas and Facilities. Such Units may not be converted back to Commercial Units without complying with the amendment requirements contained in this Declaration, including Section 9 pertaining to conversion of Common Areas and Facilities.

7. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES.

Limited Common Areas and Facilities shall mean a portion of the Common Areas and Facilities reserved for the use of certain Owners to the exclusion of other Owners, including but not limited to any porches, decks, balconies, foyers, storage closets, hot tubs, patios, attics and other areas as indicated by this Declaration, the Plat or the Act to be for the exclusive use of one or more but fewer than all of the Units. Mechanical systems or utility closets serving only certain Units shall be Limited Common Areas and Facilities with respect to the Units which they serve. The Limited Common Areas and Facilities shall be those areas designated as such on the Plat, in this Declaration or as provided for by the Act. The use and occupancy of designated Limited Common Areas and Facilities shall be reserved to the Units to which such Limited Common Areas is adjacent, unless otherwise shown on the Plat or as specified in this Declaration. Owners may not reallocate Limited Common Areas and Facilities between or among Units in which they have an interest. The Association may determine at its option to designate additional Common Areas as Limited Common Areas and Facilities hereafter. The Management Committee may determine at its sole discretion an appropriate charge to be levied against an Owner who has Common Areas converted into Limited Common Areas and Facilities for the Owner's benefit.

8. NATURE AND INCIDENTS OF RESIDENTIAL UNIT OWNERSHIP.

8.1 Each Residential Unit is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved and otherwise affected in accordance with the provisions of this Declaration.

8.2 Subject to the limitations contained in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the Common Areas and Facilities and the exclusive right to occupy and use their Unit and any Limited Common Areas and Facilities designated for exclusive use by such Owner or all Owners.

8.3 Except as otherwise provided herein, each Owner of a Residential Unit shall have the exclusive right to paint, repaint, tile, wax, paper, carpet or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of their Unit and the surfaces of all walls, ceilings, floors and doors within such boundaries. Each Owner of a Residential Unit shall keep the interior of their Unit, including without limitation, interior walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a sanitary condition and in a good state of repair. In the event that the Management Committee determines that any such Residential Unit has developed an unsanitary condition or has fallen into a state of disrepair and in the event that the Owner of such Residential Unit should fail to correct such condition or state of disrepair promptly following written notice from the Management Committee, the Management Committee shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Residential Unit and correct or eliminate said unsanitary condition or state of disrepair. Except as otherwise provided herein, no Owner may subdivide his or her Unit.

8.4 The Management Committee shall have the right to enter into any Unit for the purpose of emergency repairs, and for the purpose of abating a nuisance, or a known or suspected dangerous, unlawful or unauthorized activity.

8.5 Nothing in this Declaration shall limit the rights of the Association to operate any Residential Units owned by it, if any, for transient rental purposes, and the Association reserves to itself and shall have the right to operate its Units in the Project for, among other things, transient rental purposes.

8.6 The persons or entities who are at the time of reference Owners shall be members of the Association, the characteristics and nature of which are determined by the Act, this Declaration, the Bylaws, the Articles and other applicable Utah law.

9. NATURE AND INCIDENTS OF COMMERCIAL UNIT OWNERSHIP.

9.1 Each Commercial Unit is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved and otherwise affected in accordance with the provisions of this Declaration.

9.2 Each Commercial Owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his or her Commercial Unit and surfaces of all walls, ceilings, floors and doors within such boundaries. Each Commercial Owner shall keep the interior of his or her Commercial Unit, including without limitation, interior walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good repair. In the event that the Management Committee determines that such Commercial Unit has developed an unsanitary condition or fallen into a state of disrepair and in the event that the Owner of such Unit should fail to correct such condition or state of disrepair promptly following written notice from the Management Committee, the Management Committee shall have the right, at the expense of the Commercial Owner and without liability to the Commercial Owner for trespass or otherwise, to enter said Commercial Unit and correct or eliminate said unsanitary condition or state of disrepair.

9.3 Upon written notice to the Management Committee, two or more adjoining Commercial Units may be utilized by the Commercial Owner(s) thereof as if they were one Unit. Any walls, floors or other structural separations between any two such Commercial Units, may, for as long as the two Commercial Units are utilized as one Unit, be utilized by the Commercial

Owner(s) of the adjoining Units as Limited Common Areas and Facilities, except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use or enjoyment of other parts of the Project. At any time, upon the request of the Commercial Owner of one of such adjoining Commercial Units, any opening between the two Commercial Units which, but for joint utilization of the two Units, would have been occupied by the structural separation, shall be closed, at the equal expense of the Commercial Owner(s) of each of the two Commercial Units and the structural separations between the two Commercial Units shall thereupon become Common Areas and Facilities.

9.4 Commercial Units may be subdivided or combined as set forth in the following paragraphs:

9.4.1 No Commercial Unit or Units shall be subdivided either by agreement or legal proceedings, except as provided in this Section 9.4. A Commercial Owner or Owners may subdivide Commercial Units by giving notice in writing to the Management Committee, the Mortgagees of the Commercial Unit(s) to be subdivided and, if required by local law, to Park City or Summit County. The notice must include complete plans and specifications for accomplishing the subdivision and proposed amendments of this Declaration and the Plat.

9.4.2 The subdivision of a Commercial Unit will be accepted only if approved in writing by the Mortgagees of the Commercial Unit(s) to be subdivided, if required by their Mortgages, and by Park City or Summit County, to the extent required by applicable law. The Management Committee may approve the subdivision only as to form and legal sufficiency. Park City or Summit County, if required, may approve the proposal as to applicable planning, zoning and other permitting requirements.

9.4.3 A subdivision of Commercial Units shall provide for reallocation of the percentage ownership in the Common Areas and Facilities among the resulting Units on a pro rata basis based upon the total square footage of each resulting Commercial Unit, consistent with the provisions of Section 6.2 above, so that the combined percentages of ownership of the resulting Unit(s), are identical with the combined percentage ownerships of the subdivided Unit(s) prior to subdivision.

9.4.4 The Commercial Owner(s) of the Commercial Unit(s) to be subdivided shall be responsible for all costs associated with its implementation including but not limited to costs of amendment and recording of the Amendment and supplemental Plat to effect the proposal; review of the documents for form, including reasonable attorneys' fees incurred by the Management Committee; and the cost of any modifications to the Project to implement the proposal.

9.4.5 Upon receipt of all approvals, the Commercial Owner(s) may proceed according to the proposed plans and specifications; provided that the Management Committee may, in its discretion, require that the Management Committee or its agent administer the work, or that provisions for the protection of other Units or Common Areas and Facilities and/or reasonable deadlines for completion of the work be inserted in the contracts for the work. The Management Committee may require the Commercial Owner(s) to provide completion bonds in form and amount satisfactory to the Management Committee. The changes in the Plat, if any, and the changes in this Declaration shall be placed of record, at the requesting Commercial Owner's expense, as amendments thereto.

9.5 The Commercial Units may be used and occupied for commercial purposes only. Any Owner may lease all or any portion of its Commercial Unit for such purpose.

9.6 Owners of Commercial Units shall not use, and shall not permit their guests or invitees to use, any waiting area, library, stairway, elevator, patio, walkway, hallway, spa, storage area, restroom or other portion of the Project which is designated on the Plat as Limited Common Areas and Facilities for exclusive use by Owners of Residential Units.

9.7 Notwithstanding anything to the contrary contained in this Declaration, an Owner of a Commercial Unit may make improvements or alterations to its Commercial Unit or the Limited Common Areas and Facilities designed to serve only its Commercial Unit without the consent of any Owner or the Association, on the conditions that:

(i) the improvement or alteration does not impair any other Unit or any Limited Common Area and Facility designed to serve any Unit;

(ii) the Owner of the Commercial Unit promptly repairs any damage to any Common Areas and Facilities caused thereby at its cost and expense;

(iii) the improvement or alteration complies with all laws, ordinances, regulations and rules of governmental and quasi-governmental authorities with jurisdiction.

9.8 Notwithstanding anything to the contrary contained in this Declaration, and in addition to the rights of an Owner of a Commercial Unit under this Section 9:

9.8.1 The Owner of a Commercial Unit shall have the right to install, operate, maintain, repair and replace machinery, equipment, utility lines, wires, circuits, cables, and conduits serving such Commercial Unit, along, across and through any and all Common Areas and Facilities and any Limited Common Areas and Facilities, on the conditions that (a) the Owner of the Commercial Unit, at its sole cost and expense, shall repair, replace and restore any damage to the Common Areas and Facilities, and (b) such installation, maintenance, repair or replacement complies with all laws, ordinances, regulations and rules of governmental and quasi-governmental authorities with jurisdiction;

9.8.2 The Owner of a Commercial Unit shall have the right to alter that portion of the Project's building facade that serves as the boundary of that Commercial Unit and other Common Areas and Facilities located immediately adjacent to that Commercial Unit (including without limitation, the creation, removal and relocation of entrances, exits, window, window boxes, signage and other architectural features), without consent of any Owner or the Association, on the conditions that (a) the Owner of the Commercial Unit repairs any damage to any Common Areas and Facilities caused thereby at its expense, (b) the

Owner obtains the consent of the Management Committee, and (c) such alteration complies with all laws, ordinances, regulations and rules of governmental and quasi-governmental authorities with jurisdiction.

9.8.3 In the event consumption of electricity at Commercial Unit exceeds the normal amount supplied by the Association to other Units at the Project, the Owner of the Commercial Unit, at the cost and expense of such Owner, shall install a separate electrical meter to be installed at the Commercial Unit in order to measure the amount of electricity consumed for any such use. The Owner of the Commercial Unit shall pay such electrical charges as may be separately metered. In the event the electricity for a Commercial Unit is separately metered, the Common Assessments assessed to such Owner shall be reduced in order to eliminate that part of the Common Assessments attributable to the electrical costs at the Project.

9.9 Notwithstanding anything to the contrary in this Section 9, the Owner of a Commercial Unit may:

9.9.1 Perform such activities within its Commercial Unit as are common to or necessary for the conduct of commercial operations, including, without limitation, restaurant, nightclub, lounge and retail operations, and any lights, sounds and odors which result from such activities shall not violate the terms of this Section 9 or Section 11.

9.9.2 Erect and attach signs, banners, window boxes, decorations and other similar items on the exterior of the Project or projections from the exterior of the Project on the condition that such signs, banners, window boxes, decorations and other similar items and their locations are approved by the Management Committee, and otherwise comply with the Governing Documents.

9.9.3 Apply for and obtain special use permits and licenses (e.g., liquor licenses) which are necessary or appropriate for the conduct of commercial activities in its Unit in accordance with the Governing Documents, without obtaining the approval of the Management Committee, on the condition that such permits and licenses are consistent with the existing zoning and actual uses of the Commercial Unit at the time the permit or license is applied for.

9.10 The persons or entities who are at the time of reference Commercial Owners shall be members of the Association, the characteristics and nature of which are determined by the Act, the Declaration, the Bylaws, the Articles and other applicable Utah law.

9.11 Notwithstanding any other provision in this Section 9, the Association may obtain ownership of Commercial Units, through foreclosure or otherwise, to further the purposes of this Declaration. In the event the Association obtains ownership of a Commercial Unit, then the following will apply:

9.11.1 The Association, at its option, shall have the right to convert any Commercial Unit that it owns to Common Areas and Facilities by recording an Amendment to this Declaration. The conversion to Common Areas and Facilities is complete upon recordation of the Amendment.

9.11.2 To the extent the Association converts a Commercial Unit to Common Areas and Facilities, the ownership interest in the Common Areas and Facilities and the corresponding responsibility for Common Assessments and votes for all Units in the Project shall be changed at the time the Association records an Amendment. Said changes in ownership interest and votes shall be reflected in an amended Exhibit "A" to this Declaration to be filed with the Summit County Recorder as part of the Amendment. It is contemplated that there may be multiple amendments filed by the Association and such amendments are hereby expressly authorized.

9.11.3 The Association shall calculate and revise the undivided interest for each Unit in the Project based upon the following formula:

$$\frac{\text{Number of points assigned To a Unit}}{\text{Number of points assigned to all the Units}} = \text{Ownership Interest in the Common Areas and Facilities of the Project}$$

9.11.4 Each Owner, by execution of a contract for deed or the acceptance of a deed to a Unit in the Project, shall be deemed to have consented to all provisions of this section, including the procedure for adjustment of Unit ownership interests pursuant to paragraph 9.1.3 hereof. The Association shall also have the express authority to submit any amended Plat reflecting the conversion of Commercial Units to Common Areas, in the event a supplemental Plat may be required by the proper governmental entities.

9.11.5 The Association shall have the right to lease all or any portion of its Commercial Unit, and doing so will not change the nature of Unit from being part of the Common Areas and Facilities. The Association shall also have the right to charge Owners and their Guests for usage of a Commercial Unit owned by the Association or any Facilities located thereon.

9.11.6 The Association shall not be considered an Owner for purposes of computing Common Assessments, voting allocations or for taxing purposes from Summit County.

10. TITLE TO UNITS.

10.1 Title to a Unit within the Project may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

10.2 Except as otherwise provided herein, title to no part of a Unit within the Project may be separated from any other part thereof during the period of ownership, and each Unit, and the undivided interest in the Common Areas and Facilities appurtenant to each shall always be conveyed, devised, encumbered and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Unit, or any part thereof, shall be construed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Unit, together with all appurtenant rights created by law and by this Declaration, including appurtenant membership in the Association as herein set forth. Upon an Owner's transfer of his or her Unit, the Management Committee may charge a reinvestment fee in accordance with the maximum amount allowed by the Act. The Management Committee is authorized to make any determinations regarding the amount of the reinvestment fee and is further authorized to record any additional documents with the Recorder's office to comply with the Act.

10.3 The Common Areas and Facilities shall be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

10.4 Each Owner shall have the right to encumber his or her interest in a Unit with a Mortgage. However, no Owner shall attempt to or shall have the right to encumber the Common Areas and Facilities or any part thereof except the undivided interest therein appurtenant to his or her interest in a Unit. Any Mortgage of any Unit within the Project shall be subordinate to all of the provisions of this Declaration, and 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. In the event a Commercial Unit that is owned by the Association and has been converted to Common Areas and Facilities in accordance with Section 9 is foreclosed upon by a Mortgagee or through a tax sale conducted by the State, such foreclosure shall not impact the treatment of such Commercial Unit as Common Areas and Facilities, and governance over any such Unit shall at all times remain with the Management Committee.

10.5 Labor performed or services or materials furnished for the Project, if authorized by the Association and provided for in this Declaration, shall be deemed to be performed or furnished with the express consent of each Owner. The Owner may remove his Unit from a lien against two or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sums secured by such lien which is attributable to his Unit.

10.6 Every contract for the sale of a Unit and every other instrument affecting title to a Unit within the Project may describe a Unit by the name of the Project, the recording date for this Declaration, the county wherein the Project is located and its Unit Number as indicated in this Declaration or as shown on the Plat. Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas and Facilities, and to incorporate all the rights incident to ownership of a Unit within the Project and all of the limitations on such ownership as described in this Declaration.

11. RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY.

11.1 The Units and Common Areas and Facilities, including but not limited to the Limited Common Areas and Facilities, except as otherwise permitted in writing by the Management Committee, shall be used in accordance with the following restrictions:

11.1.1 Except to the extent specifically permitted by this Declaration, Owners shall not make any commercial use of The Silver Baron Lodge at Deer Valley or any portion thereof, with the specific exception of the Commercial Units, subject to rules and regulations enacted by the Management Committee. Use of Units at The Silver Baron Lodge at Deer Valley shall be pursuant to the rules and regulations of the Association, this Declaration, the Articles and the Bylaws, as each document may be amended from time to time.

11.1.2 Any Owner shall have the right to lease or allow occupancy of a Unit upon such terms and conditions as the Owner may deem advisable, subject to the following, and to other restrictions regarding short-term and overnight rentals, which may be contained in the rules and regulations promulgated by the Management Committee:

11.1.2.1 Any Owner who rents or leases his or her Unit shall advise the Management Committee or Common Area Manager in writing that the Unit has been leased or rented.

11.1.2.2 Short-term occupancies and rentals (of less than 30 days) of Units for residential purposes for resort lodging to overnight and short-term guests shall be subject to reasonable regulation of the Management Committee.

11.1.2.3 All short-term and long-term occupancies, leases and rental agreements of Units shall state that the failure of the tenant, renter or Guest to comply with the terms of this Declaration, the Bylaws, the Articles or the rules and regulations shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them. Failure of an Owner to include such provision in a lease or rental agreement shall not prevent the Association from enforcing the provisions contained in this Section 11. All tenants, renters and Guests are hereby put on constructive notice of the Association's enforcement rights contained herein.

11.1.2.4 All occupancies of Guests shall be subject to the right of the Association to remove and/or evict the Guest for failure to comply with the terms of this Declaration, the Bylaws, the Articles or the rules and regulations.

11.1.2.5 Except as restricted in this Declaration, and such rules and regulations that the Management Committee may promulgate, the right to lease or allow occupancy of a Unit shall not be restricted.

11.1.2.6 Any Owner who rents or leases or otherwise permits any other person to utilize his or her Unit shall be responsible for the conduct of his or her Guests, tenants or occupants, and upon written notice from the Management Committee or the Common Area Manager, said Owner shall be responsible for correcting violations of this Declaration, the Bylaws or the rules and regulations committed by such Guests, tenants or occupants.

11.1.3 Subject to the payment of all Common Assessments and other charges approved by the Association and levied against the Owners, and subject to compliance with the provisions of this Declaration and with rules and regulations promulgated from time to time by the Management Committee, each Owner shall have the right with all other Owners to occupy and use the Units and Common Areas and Facilities at The Silver Baron Lodge at Deer Valley.

11.1.4 No Owner shall erect or construct, in the Common Areas and Facilities, any structure of any type whatsoever without the prior written approval of the Management Committee. No Owner shall place, store, keep or permit to be placed, stored or kept, upon the Common Areas and Facilities any personal property, including, but not limited to, vehicles of any type except pursuant to the rules and regulations of the Association without the prior written approval of the Management Committee. Except as expressly provided in this Declaration, no Owner shall have the right to redecorate or make alterations or repairs to any Common Areas and Facilities or Common Furnishings, nor shall any Owner have the right to subject The Silver Baron Lodge at Deer Valley or any portion thereof to any liens for the making of improvements or repairs to The Silver Baron Lodge at Deer Valley or any portion thereof. The provisions of this Article are intended to benefit and protect First Mortgagees as well as Owners and may be enforced by any First Mortgagee, the Management Committee or by an Owner.

11.1.5 No noxious, offensive, illegal or unauthorized activity shall be carried on in or upon any part of the Project nor shall anything be done on or placed in or upon any part of the Project which is or may become a nuisance or may cause unreasonable embarrassment, disturbance or annoyance to Owners. Normal construction activities shall not be considered to violate the terms and conditions of this Section and by accepting a deed to a Unit, an Owner acknowledges that noises, lights and odors common to recreational and commercial activities, as well as construction activities, may exist on or near the Property, at any time and from time to time.

11.1.6 No activities shall be conducted, or improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

11.1.7 No signs, flags or advertising devices of any nature, including, without limitation, for sale or for rent signs, political, informational or directional signs or devices, shall be erected or maintained on any part of the Project, except as may be necessary temporarily to caution or warn of danger, except to advertise the Project or Commercial Units, or except as otherwise approved by the Management Committee.

11.1.8 No solid-fuel burning devices such as charcoal grills and wood burning stoves or fireplaces shall be used, kept or stored within any Units.

11.1.9 No motor vehicle classed by manufacturing rating as exceeding three-quarter ton and no motor home, trailer, detached camper or camper shell, boat or other similar equipment vehicle may be kept or parked at the Project.

11.1.10 No motor vehicle shall be constructed, repaired or serviced at the Project.

11.1.11 Owners shall not, and shall not permit their Guests to litter. No burning trash, garbage or other waste materials will be permitted on the Property.

11.1.12 Except for the Commercial Units, the draperies, shades and other interior window coverings in Units shall present a uniform appearance from the outside of the Units. All draperies, shades or other interior window coverings shall be installed or employed in each Unit by or at the direction of the Management Committee or with the prior inspection and written approval of the Management Committee.

11.1.13 Except as otherwise permitted by this Declaration, no Owner shall, without the prior written consent of the Management Committee, make or permit to be made any alteration, improvement or addition in or to any Unit. No Owner shall, without the prior written consent of the Management Committee, do any act that would impair the structural soundness or integrity of the Building(s) or the safety of property, impair any easement or hereditament appurtenant to the Project, or make or permit to be made any alteration, improvement or addition to the Common Areas and Facilities, notwithstanding Sections 8.3 and 9.2 above.

11.1.14 Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof which would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Unit which would increase the rate of insurance on the Project or any part thereof over what the Association but for such activity, would pay, without the prior written consent of the Management Committee. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof which would be in violation of any statute or rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas and Facilities or any part thereof shall be committed by any Owner or Guest, lessee, licensee or invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or her or his or her Guests, lessees, licensees or invitees.

11.1.15 No Owner shall violate the rules and regulations for the use of Units and Common Areas and Facilities as adopted from time to time by the Association.

11.2 By accepting title to a Unit, each Owner, for himself or herself and for his or her heirs, successors-in-title and assigns, does absolutely and forever waive any right to seek or obtain physical partition of The Silver Baron Lodge at Deer Valley, or any portion thereof, and does further waive the right to seek or obtain partition of The Silver Baron Lodge at Deer Valley by means of the sale of The Silver Baron Lodge at Deer Valley or any portion thereof unless the institution of such suit or action for partition has been approved by the affirmative vote of the same number of Owners that would be required to sell all or any portion of The Silver Baron Lodge at Deer Valley pursuant to and in compliance with this Declaration. Notwithstanding the foregoing, there shall be no limitation on judicial sale in lieu of partition in the case of co-owners of individual Units.

11.3 It is intended that this Declaration alone, incorporating by reference the Articles and the Bylaws, shall govern all rights with respect to the use, possession, enjoyment, management and disposition of Units conveyed in The Silver Baron Lodge at Deer Valley. Accordingly, all rights with respect to the use, possession, enjoyment, management and disposition of any Units in The Silver Baron Lodge at Deer Valley which an Owner might otherwise have as a tenant-in-common (including, but not limited to, any common law or statutory right jointly to use, possess or manage commonly owned property), are hereby unconditionally and irrevocably subordinated to this Declaration and related Project governing documents for so long as this Declaration and the Units created hereby shall remain in effect.

12. ASSOCIATION AND MANAGEMENT COMMITTEE.

12.1 The Association shall be governed by the following provisions:

12.1.1 The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by a Management Committee consisting of at least five (5) and not more than seven (7) natural persons as provided in the Bylaws. The Management Committee shall be elected as provided in this Declaration and in the Bylaws.

12.1.2 Except as otherwise provided herein, the Management Committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Act, this Declaration and the Bylaws, including but not limited to the following:

12.1.2.1 To make and enforce all rules and regulations covering the operation and maintenance of the Project and the Units.

12.1.2.2 To engage the services of a Common Area Manager, accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation therefor.

12.1.2.3 To operate, maintain, repair, improve and replace the Common Areas and Facilities.

12.1.2.4 To determine and pay the Common Expenses.

12.1.2.5 To enter into contracts, deeds, leases and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

12.1.2.6 To open bank accounts on behalf of the Association and to designate the signatories therefor.

12.1.2.7 To purchase, hold, sell, convey or mortgage any one or more Units in the name of the Association or its designee.

12.1.2.8 To bring, prosecute and settle litigation for itself, the

Association and the Project, provided that it shall make no settlement which results in a liability against the Management Committee, the Association or the Project in excess of $100,000 (as measured in year 2005 dollars and thereafter adjusted by the Cost of Living Index) without the prior approval of a majority of the Total Votes of the Association at a meeting or by written ballot distributed to Owners by mail; provided, any settlement which would be paid from proceeds of insurance which may be settled by the Association's insurance carrier and which in either case results in no actual liability of funds of the Association in excess of $100,000 shall not require Association approval.

12.1.2.9 To obtain insurance in accordance with the Act and as it otherwise deems appropriate for the Association with respect to the Units and the Common Areas and Facilities, as well as worker's compensation insurance.

12.1.2.10 To repair or restore the Project following damage or destruction or a permanent taking by the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation not resulting in the removal of the Project from the provisions of the Act.

12.1.2.11 To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Owners, items of personal property necessary to or convenient to the management of the business and affairs of the Association and the Management Committee and to the operation of the Project, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

12.1.2.12 To keep adequate books and records and implement the policies and procedures for the inspection of the books and records of the Project by Owners in accordance with the terms of the Bylaws. The Association or the Management Committee shall make available to the Owners, Mortgagees and the holders, insurers and guarantors of the First Mortgage on any Unit current copies of this Declaration, Articles, Bylaws and other rules governing the Project and other books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

12.1.2.13 To do all other acts necessary for the operation and maintenance of the Project, including the maintenance and repair of any Unit if the same is necessary to protect or preserve the Project

12.1.2.14 To prepare, adopt, amend and disseminate budgets and other information from time to time in accordance with the terms of the Bylaws.

12.1.2.15 To grant conveyances, easements and rights-of-way over the Common Areas and Facilities and to approve signage for the Project.

12.1.2.16 To enforce the rules, regulations, policies and procedures of the Management Committee.

12.1.2.17 Subject to the limitations of Section 12.1.4, the Act and any other applicable law, the Management Committee may delegate to a Common Area Manager by written agreement all of the foregoing powers, duties and responsibilities referred to in this Section 12.1.2.

12.1.2.18 Members of the Management Committee, the officers and any assistant officers, agents and employees of the Association (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, nor for acts performed for and/or by them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Project, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

12.1.2.19 When a member of the Management Committee is sued for liability for actions undertaken in his or her role as a member of the Management Committee, the Association shall indemnify him or her for losses or claims, and undertake all costs of defense, until and unless it is proven that he or she acted with willful or wanton misfeasance or with gross negligence. After such proof the Association is no longer liable for the cost of defense, and may recover costs already expended from the member of the Management Committee who so acted. Members of the Management Committee are not personally liable to the victims of crimes occurring at the Project. Punitive damages may not be recovered against the Association, but may be recovered from persons whose gross negligence gave rise to the damages.

12.1.3 Neither the Management Committee nor the Common Area Manager shall sell any property of the Association except as permitted by the Act and this Declaration.

12.1.4 The Association acting through the Management Committee may enter into a contract with a Common Area Manager for the management of the Project which complies with the requirements of Section 12.1.2 hereof as applicable to the Project. The Common Area Manager so engaged shall be responsible for managing the Project for the benefit of the Association and the Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Association, be authorized to perform any of the functions or acts required to be performed by the Association itself.

13. ASSESSMENT OF UNITS BY THE ASSOCIATION.

13.1 The making and collection of Common Assessments by the Association from Owners of Units for their share of Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

13.1.1 Each Owner, for each Unit which it owns, shall be liable for a proportionate share of the Common Expenses, such share being the same as the ownership interest in the Common Areas and Facilities appurtenant to the Unit owned by him or her. Two separate and distinct funds shall be created and maintained hereunder, one for operating expenses and one for capital reserve expenses. Such combined expenses shall constitute the Common Expenses, and the funds received from Common Assessments under this Section 13 shall be the Common Expense Fund. Common Assessments shall include both Regular Common Assessments and Special Common Assessments. After an assessment has been made by the Association, Regular Common Assessments must be made at least annually, based on a budget adopted at least annually by the Association in accordance with the provisions of this Declaration and the Bylaws. Regular Common Assessments shall be levied against each separate Unit, and shall commence as to all Units in the Project on the first day of the month following the closing of the first sale of a Unit.

13.1.2 In addition to the Regular Common Assessments, the Association may levy in any calendar year, Special Common Assessments applicable to that year only, for any purpose that the Management Committee may determine in its sole and exclusive determination, including without limitation for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Areas and Facilities, including the necessary fixtures and personal property related thereto, and other costs, expenses of operation or shortfalls in the collection of Common Assessments from the Owners; structural alterations or capital additions or capital improvements to the Common Areas and Facilities as are necessary in the Management Committee's sole and exclusive judgment to preserve or maintain the integrity of the Common Areas and Facilities; to pay an increase in real property taxes; or imposing a special assessment against an individual Owner as a remedy utilized by the Management Committee to reimburse the Association for costs incurred in bringing the Owner and/or his or her Unit into compliance with the provisions of this Declaration, the Bylaws, rules and regulations of the Association, or any other governing instrument for the Project. The portion of any Special Common Assessment levied against a particular Unit shall be equal to the percentage of undivided interest in the Common Areas and Facilities appurtenant to such Unit. The Management Committee shall provide notice by first class mail to all Owners of any Special Common Assessments not less than thirty (30) nor more than sixty (60) days prior to the date such Assessment is due.

13.1.3 All Common Assessments shall be due as determined pursuant to the Bylaws. Common Assessments and any installments thereof not paid on or before sixty (60) days after the date when due shall bear interest at the rate of twelve percent (12%) per annum, or at such lower rate of interest as may be set by the Management Committee, from the date when due until paid. Furthermore, Owners who do not pay their Common Assessments within thirty (30) days of when due shall be subject to a late fee of up to one hundred dollars ($100.00), adjustable from year to year at the discretion of the Management Committee pursuant to the Cost of Living Index. All payments of Common Assessments shall be first applied to accrued interest and late fees, and then to the Common Assessment payment first due. All Common Assessments to pay a judgment against the Association may be made only against the Units in the Project at the time the judgment was entered, in proportion to their liabilities for Common Expenses. If any Common Expense is caused by the misconduct of any Owner, the Association may assess that expense exclusively against such Owner's Unit(s). If the Owners' percentage interests in the Common Areas and Facilities are reallocated, assessments for Common Expenses and any installment thereof not yet due must be recalculated in accordance with the reallocated percentage interests of the Owners.

13.1.4 There shall be a lien upon the applicable Unit for all unpaid Common Assessments, together with late fees, interest and costs (including attorneys' fees) charged pursuant to this Declaration and the Act. The lien for unpaid Common Assessments and related charges shall be effective upon recordation of the Original Declaration in the Office of the Summit County Recorder. The Association may also record a written notice of lien by the Management Committee or the Common Area Manager. The written notice of lien may set forth the amount of the Common Assessment, the date(s) due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. A notice of lien may be recorded once there is a delinquency in payment of the Common Assessment. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law.

13.1.5 In any foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Common Assessments against the Unit which shall become due during the period of foreclosure, and all such Common Assessments shall be secured by the lien being foreclosed. The Management Committee shall have the right and power on behalf of the Association to bid at any foreclosure sale and to hold, lease, mortgage or convey the subject Unit in the name of the Association. In furtherance of such foreclosure rights, the Association may bring an action at law against the Owner personally obligated to pay the same or the Association may foreclose the lien in accordance with the provisions of the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code). The Association and each Owner hereby appoint Maxwell & Morgan, P.C., its successors and/or assigns, as trustee for the purpose of exercising the power of sale in connection with non-judicial foreclosures as provided in Title 57, Chapter 1, Utah Code and made applicable hereto by Title 57, Chapter 8, Utah Code. Provided, however, the Association reserves the right to substitute and appoint a successor trustee as provided for in Title 57, Chapter 1, Utah Code. Each Owner hereby conveys and shall upon taking title to a Unit be deemed to have conveyed all of its right, title and interest in his or her Unit to such trustee, in trust, with a power of sale, to secure each Owner's obligations under this Declaration, including but not limited to the obligation to pay all Common Assessments. The Association may, through its duly authorized agents, bid on the Unit at any foreclosure sale and acquire, hold, lease, mortgage and convey the same.

13.1.6 The lien of the Association shall be superior (prior) to all other liens and encumbrances except liens and encumbrances recorded before recordation of the Original Declaration, a First Mortgage on a Unit as provided for herein and assessments, liens and charges in favor of the state or any political subdivision thereof, for taxes and other governmental assessments or charges past due and unpaid on the Unit. The lien procedures described herein do not prohibit actions to recover sums for which the Act creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. The Management Committee, upon written request and in accordance with the Act, shall furnish to an Owner a statement setting forth the amount of unpaid assessments against the Unit.

13.1.7 The amount of any Common Assessment against any Unit shall be the personal obligation of the Owner of such Unit to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas and Facilities or by abandonment of his Unit or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment of unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

13.1.8 The personal obligation of an Owner to pay unpaid assessments against his Unit shall not pass to successors in title unless assumed by them. Provided, however, a lien to secure unpaid assessments shall not be affected by the sale or transfer of the Unit unless foreclosure by a First Mortgagee is involved in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but shall not relieve any subsequent Owner from paying further assessments.

13.2 The Association through the Management Committee shall include in the Common Assessments amounts representing sums to be used for the replacement of or additions to capital items or improvements in the Project.

13.3 The Management Committee, unless there is good cause shown, shall not expend funds designated as reserves for any purpose other than the repair, restoration, replacement or maintenance of major components of the Common Areas and Facilities for which the Association is responsible and for which the reserve fund was established or for litigation involving such matters. Nevertheless, the Management Committee may authorize the temporary transfer of money from the reserve account to the Association's operating account from time to time to meet short term cash flow requirements and pay other expenses. Any such funds so transferred shall constitute a debt of the Association, and shall be restored and returned to the reserve account within three (3) years of the date of the initial transfer; provided, however, the Management Committee may, upon making a documented finding that a delay in the restoration of such funds to the reserve account would be in the best interests of the Project and Association, delay such restoration until the time it reasonably determines to be necessary. The Management Committee shall exercise prudent fiscal management in the timing of restoring any transferred funds to the reserve account and shall, if necessary, levy a Special Common Assessment to recover the full amount of the expended funds within the time limit specified above. As required by the Act, the Management Committee shall cause a study to be conducted of the reserve account of the Association and its adequacy to satisfy anticipated future expenditure requirements.

13.4 If an Owner shall at any time lease his or her Commercial Unit or Residential Unit and shall default in the payment of Common Assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant and the Owner for such assessments to the extent of the amount so paid.

13.5 The Assessment lien described in Section 13.1.5 above in favor of the Association to secure the payment of Assessments shall also apply to any of the Personal Charges which are incurred. In addition to any other remedy available herein or as may be allowed for in law or in equity for the collection of Assessments, Personal Charges may be collected against each Owner and Guest as follows:

13.5.1 If the Management Committee is able to determine the amount of Personal Charges at departure time (for example, Personal Charges constituting long distance telephone charges, optional housekeeping service, etc., but which shall not include services which are assessed to all Owners as part of the Common Expenses), such Personal Charges shall be payable at the termination of the Owner's or Guest's or tenant's occupancy of the Unit.

13.5.2 Personal Charges which are not ascertainable at the time of termination of an Owner's or Guest's or tenant's occupancy of a Unit shall be payable as determined by the Management Committee.

14. VOTING.

14.1 At any meeting of the Association, each Owner of a Unit in good standing, either in person or by proxy, shall be entitled to vote the same number of votes as specified in Exhibit "A". The voting rights appurtenant to each Unit shall vest upon execution and recording of this Declaration or any Amendment hereto. An Owner's voting rights shall automatically be suspended if the Owner is more than thirty (30) days delinquent in the payment of any Common Assessments or Personal Charges. The cut off for determining the list of Owners in good standing is five (5) calendar days prior to a vote taking place.

14.2 The vote appurtenant to each respective Unit shall be based on the undivided interest of the Unit in the Common Areas and Facilities as set forth in Exhibit "A". The vote appurtenant to each Unit shall have a permanent character, and, except as otherwise permitted and provided for in this Declaration, shall not be altered without the unanimous consent of all Owners expressed in a duly recorded Amendment.

15. MAINTENANCE, ALTERATION AND IMPROVEMENT.

15.1 The maintenance, replacement and repair of the Common Areas and Facilities shall be the responsibility of the Association, and the cost thereof shall be a Common Expense. The Association shall also maintain, replace and repair all common porches and decks and all conduits, ducts, plumbing and wiring and other central facilities for the furnishing of heat, air conditioning, gas, light, power, water and sewer service. All incidental damages caused to a Unit by the maintenance, replacement and repairs of the Common Areas and Facilities or utility services shall be repaired promptly and the cost thereof charged as a Common Expense.

15.2 Some of the Common Areas and Facilities are or may be located within the Units or may be conveniently accessible only through the Units. The Association shall have the irrevocable right to have access to each Unit and to all Common Areas and Facilities from time to time during such reasonable hours as may be necessary for the cleaning, repair or replacement of any Common Areas and Facilities or for making any emergency repairs at any time and when necessary to prevent damage to the Common Areas and Facilities or to any Unit. The Association shall also have the irrevocable right to have access to any Unit when necessary in connection with any cleaning, maintenance, repair, replacement, painting, landscaping, construction or reconstruction for which the Association is responsible or for the purpose of abating a nuisance or a known or suspected dangerous or unlawful condition. Such entry shall be made with as little inconvenience to the Owners as is practicable under the circumstances and any damage caused thereby shall be repaired by the Association.

16. INSURANCE.

16.1 In addition to the mandatory insurance requirements contained in the Act, the Association shall maintain insurance meeting the following requirements, to the extent reasonably available and deemed affordable as determined by the Management Committee in its sole discretion:

16.1.1 A "master" or "blanket" type policy of property insurance may be maintained covering the entire Project, including: Common Areas and Facilities; all Buildings including all Units; fixtures, building service equipment, personal property and supplies comprising a part of the Common Areas or Facilities or owned by the Association, but excluding land, foundations, excavations, and other items normally not covered by such policies. References herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity insurance coverage. Such "master" or "blanket" policy should generally afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Project covered by such policy, exclusive of land, foundations, excavation, and other items normally excluded from coverage.

16.1.2 If the Management Committee deems such advisable and as long as it is available at a reasonable cost, the insurance policy described in Section 16.1.1 above shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance); or (2) a Replacement Cost Endorsement (under which the insurer agrees to pay up to one-hundred percent of the property's insurable replacement cost but no more) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance). Unless the Management Committee otherwise determines, the maximum deductible amount for such a policy covering the Common Areas and Facilities shall be Ten Thousand Dollars ($10,000) and for losses related to individual Units that are covered by such a policy, the deductible related to each individual Unit shall be Ten Thousand Dollars ($10,000.00). Funds to cover these deductible amounts shall be included in the Association's operating reserve account.

16.1.3 If any habitable structure located within the Project is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Plat, a "master" or "blanket" policy of flood insurance may be maintained covering the Buildings (a separate policy is generally required for each separate multi-story building that houses Units), any machinery and equipment that are not part of a Building and all Common Areas and Facilities within the Project (hereinafter "Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (1) the maximum limit of coverage available under the National Flood Insurance Administration Program for all Buildings and Insurable Property within any portion of the Project located within a designated flood hazard area; or (2) one hundred percent (100%) of the insurable value of all such facilities. The maximum deductible amount for any such policy shall be the lesser of Five Thousand Dollars ($5,000.00) or one percent (1%) of the policy face amount.

16.1.4 The name of the insured under each policy required to be maintained by the foregoing Sections 16.1.1 and 16.1.3 shall be the Association for the use and benefit of the individual Owners. Said Owners shall be designated by name, if required. Notwithstanding the requirement of the two immediately foregoing sentences, each such policy may be issued in the name of an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Owners. Loss payable shall be in favor of the Association (or Insurance Trustee), as a trustee for each Owner and each such Owner's Mortgagee. Each Owner and each such Owner's Mortgagee, if any, shall be beneficiaries of such policy. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

16.1.5 Each policy maintained by the foregoing Sections 16.1.1 and 16.1.3 should generally contain the standard mortgage clause, or equivalent endorsement (without contribution), commonly accepted by private institutional mortgage investors in the area in which the Project is located. In addition, such mortgage clause or another appropriate provision of each such policy shall provide that the policy may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in the policy.

16.1.6 Each policy maintained by the foregoing Sections 16.1.1 and 16.1.3 should generally provide, if it is available at a reasonable cost to the Association, for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Owners individually; the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively or the Association; and the policy is primary in the event the Owner has other insurance covering the same loss.

16.1.7 In contracting for the policies of insurance required to be maintained by the foregoing Section 16.1.1, the Management Committee shall make reasonable efforts to secure, if the Management Committee deems such advisable and if it is available at a reasonable cost to the Association, coverage which provides the following endorsements: (1) "Inflation Guard Endorsement"; (2) "Building Ordinance or Law Endorsement", if the enforcement of any building, zoning, or land use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction); and (3) "Steam Boiler and Machinery Coverage Endorsement", if the project has central heating or cooling, which shall provide that the insurer's minimum liability per accident at least equals the lessor of Two Million Dollars ($2,000,000.00) or the insurable value of the Building containing the boiler or machinery. In lieu of obtaining this as an endorsement to the commercial package property, the Association may purchase separate stand-alone boiler and machinery coverage.

16.1.8 The Association may maintain and pay the premiums for "blanket" fidelity bonds for all officers, members, and employees of the Association and for all other persons handling or responsible for funds of or administered by the Association whether or not that individual receives compensation for services. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to the Common Area Manager, the Common Area Manager shall provide "blanket" fidelity bonds, with coverage identical to such bonds required of the Association, for the Common Area Manager's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall be based upon the Association's best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the Common Area Manager, as the case may be, at any given time during the term of each bond.

16.1.9 The Association may maintain and pay the premium for a policy providing commercial general liability insurance coverage covering all of the Common Areas and Facilities, Building exteriors, public ways in the Project, all other areas of the Project that are under the Association's supervision, and any commercial spaces owned by the Association, if any, whether or not such spaces are leased to some third party. The coverage limits under such policy shall be in amounts generally required by private institutional mortgage investors for projects similar to the Project in construction, location, and use. Nevertheless, such coverage should generally be for at least One Million Dollars ($1,000,000) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Coverage under such policy should generally include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and Facilities, Building exteriors, and legal liability arising out of lawsuits related to employment contracts of the Association. Additional coverages under such policy may include protection against such other risks as are customarily covered with respect to projects similar to the Project in construction, location, and use, including but not limited to (as long as it is available at a reasonable cost to the Association), host liquor liability, contractual and all-written contract insurance, employers liability insurance, and comprehensive automobile liability insurance. If such policy does not include "severability of interest" in its terms, the policy shall include a special endorsement to preclude an insurer's denial of any Owner's claim because of negligent acts of the Association or any other Owner. Such policy should generally provide that it may not be canceled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each First Mortgagee which is listed as a scheduled holder of a Mortgage in such policy.

16.1.10 Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Owner hereby appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as his or her attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or any Insurance Trustee, shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the use and benefit of the Owners and their Mortgagees, as their interests may appear.

16.1.11 Each insurance policy maintained pursuant to the foregoing Sections 16.1.1, 16.1.3, 16.1.8, and 16.1.9 shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a B general policyholder's rating or a financial performance index of 6 or better in the Best's Key Rating Guide or an A or better rating from Demotech, Inc., or which is written by Lloyd's of London. No such policy shall be maintained where: (1) under the terms of the carrier's charter, bylaws, or policy, contributions may be required from, or assessments may be made against, an Owner, a Mortgagee, the Management Committee, or the Association; (2) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Management Committee, the Association, or Owner) from collecting insurance proceeds. The provisions of this Section 16.1.11 and of the foregoing Sections 16.1.1, 16.1.3, 16.1.8 and 16.1.10 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 hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

16.1.12 All insurance policies shall be reviewed regularly by the Management Committee in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Project which may have been damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration.

16.1.13 The Management Committee may establish rules as it deems appropriate regarding the treatment of insurance deductibles, including the ability to charge insurance deductibles to the Owners and Units receiving the benefit from the insurance proceeds in any particular instance.

17. DESTRUCTION OR DAMAGE.

17.1 All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Association as his or her 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 an Owner which may be necessary or appropriate to exercise the powers herein granted. All insurance proceeds shall be payable to the Association except as otherwise provided in this Declaration.

17.2 Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having substantially the same vertical and horizontal boundaries as before.

17.3 In the event all or any part of the Project is damaged or destroyed, the Association shall proceed as follows:

17.3.1 The Association shall give timely written notice to any holder of any First Mortgage on a Unit who requests such notice in writing in the event of substantial damage to or destruction of any part of the Common Areas or Facilities or a Unit subject to such First Mortgage.

17.3.2 As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct the part of the Project damaged or destroyed.

17.3.3 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 Project, such repair and reconstruction shall be carried out.

17.3.4 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 Project and if less than seventy-five percent (75%) of the Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a Special Common 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 Common Assessment shall be allocated and collected as provided in Section 13 above. 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.

17.3.5 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 Project and if seventy-five percent (75%) or more of the Project is damaged or destroyed, such damage or destruction shall be repaired and reconstructed if the Management Committee determines it is in the best interest of the Association to do so. In determining whether to repair or reconstruct the Project, the Management Committee may obtain input from the Owners in a manner that is intended to obtain the perspective of all Owners, but ultimately the decision as to whether the Project should be repaired and reconstructed will rest with the Management Committee unless otherwise mandated by Section 57-8-31 of the Act. In the event the Management Committee does not approve 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:

17.3.5.1 The Project shall be deemed to be owned in common by the Owners;

17.3.5.2 Each Owner shall own an undivided interest in the Project equal to his ownership interest in the Common Areas and Facilities;

17.3.5.3 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 Owner in the Project; and

17.3.5.4 The Project shall be subject to an action for partition at the suit of any 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 Project, if any, shall be considered as one fund and shall be divided among all Owners in an amount equal to the percentage of undivided interest owned by each Owner in the Project after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the undivided interest in the Project owned by such Owner.

17.3.5.5 In no event shall an Owner of a Unit or any other party have priority over the holder of any First Mortgage on such Unit with respect to the distribution to such Unit of any insurance proceeds.

17.4 If the damage or destruction is to be repaired or 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 Project 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 any Owner shall be necessary in connection therewith, except as otherwise expressly provided herein. The Project shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having the same vertical and horizontal boundaries as before. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original architectural plans and specifications.

17.5 If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from Common Assessments made pursuant to Section 13 above 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 costs 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 Owners in equal proportion according to the percentages referenced in Exhibit "A".

18. TERMINATION.

18.1 Except as otherwise provided in this Declaration, including but not limited to Section 19 below, or as otherwise set forth in the Act, the Project may be terminated only by agreement of Owners entitled to vote all of the votes of all Units.

18.2 All of the Owners may remove the Project from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the Units consent or agree by instruments duly recorded, that their liens are transferred to the undivided ownership interest of the Owners in the Project. Upon removal of the Project from the provisions of the Act, the Project shall be deemed to be owned in common by the Owners. The undivided interest in the Project owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas and Facilities.

18.3 A termination agreement may provide that all the Project shall be sold following termination. If, pursuant to the agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

18.4 The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to the Act. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Mortgagees as their interests may appear, based on the relative value of each Unit. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and their successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and their successors in interest remain liable for all assessments and other obligations imposed on Owners by this Declaration.

18.5 Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee for Owners and Mortgagees as their interests may appear. Following termination, Mortgagees holding Mortgages on the Units which were recorded before termination may enforce those liens in the same manner as any lienholder.

19. EMINENT DOMAIN.

19.1 Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Areas and Facilities or one or more Units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Management Committee and each Owner shall be entitled to notice thereof and the Management Committee shall, and the Owners at their respective expense may, participate in the proceedings incident thereto.

19.2 With respect to the Common or Limited Common Areas and Facilities, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein. After such determination, each Owner shall be entitled to a share in the damages in the same proportion as his ownership interest in the Common Areas and Facilities. This provision does not prohibit a majority of the Owners from authorizing the Management Committee to use such damages or awards for replacing or restoring the Common Areas and Facilities so taken on the remaining land or on other acquired land, provided that this Declaration and the Plat are duly amended.

19.3 With respect to one or more Units or portions thereof, the damages or awards for such taking shall be deemed to be proceeds from insurance on account of damage or destruction pursuant to Section 17 above and shall be deposited with the Management Committee as trustee. Even though the damages or awards may be payable to one or more Owners, the Owners shall deposit the damages or awards with the Management Committee as trustee. In the event an Owner refuses to so deposit his award with the Management Committee, then at the option of the Management Committee, either a Special Common Assessment shall be made against the defaulting Owner and his Unit in the amount of this award or the amount of such award shall be set off against the sum hereafter made payable to such Owner.

19.4 In the event the Project is removed from the provisions of the Act pursuant to Section 17 above, the proceeds of the damages or awards shall be distributed or used in accordance with the Owners' respective undivided interest in the Common Areas and Facilities.

19.5 If one or more Units are taken, in whole or in part, and the Project is not removed from the provisions of the Act, the taking shall have the following effects:

19.5.1 If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenantable, the Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of the Unit. The balance of the award, if any, shall be distributed to the Mortgagee to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owner.

19.5.2 If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award shall be distributed to the Mortgagee of the Unit to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owners thereof. The remaining portion of such Unit, if any, shall become a part of the Common Areas and Facilities and shall be placed in condition for use by all Owners in the manner approved by the Management Committee. The ownership interest in the Common Areas and Facilities appurtenant to the Units that continue as part of the Project shall be equitably adjusted to distribute the ownership of the Common Areas and Facilities among the reduced number of Owners.

19.6 Changes in Units, in the Common Areas and Facilities and in the ownership of the Common Areas and Facilities that are affected by the taking referred to in this Section 19 shall be evidenced by an amendment to this Declaration and the Plat, which need not be approved by the Owners.

20. MORTGAGEE PROTECTION.

20.1 The Management Committee shall maintain a roster containing the name and address of each First Mortgagee that has provided the Management Committee with written notice as described in this Section 20.1 ("Eligible Mortgagee"). To be considered an Eligible Mortgagee, a First Mortgagee shall provide the Management Committee with a certified copy of its recorded First Mortgage and the name and address of the First Mortgagee and a statement that the Mortgage is a First Mortgage together with a written request that it receive notice of the matters and actions described below. The Eligible Mortgagee shall be stricken from the roster upon request by such Eligible Mortgagee or upon receipt by the Management Committee of a certified copy of a recorded full release or satisfaction of the Eligible Mortgage. Notice of such removal shall be given to the Eligible Mortgagee unless the removal is requested by the Eligible Mortgagee. Upon the Association's receipt of such written request, an Eligible Mortgagee shall be entitled to timely written notice of:

20.1.1 Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor;

20.1.2 Any delinquency in the payment of assessments or charges owed by an Owner whose Unit is subject to a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor, which default remains uncured for a period of sixty (60) days; and

20.1.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond or insurance maintained by the Association.

20.2 The assessment or claim against a Unit for unpaid assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such Unit, and the First Mortgagee thereunder which comes into possession of or which obtains title to such Unit shall take the same free of such lien or claim for unpaid assessment or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available thereunder, or taking of a deed or assignment in lieu of foreclosure. No assessment, assessment lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage or as not to burden a First Mortgagee which comes into possession or which obtains title shall be collected or enforced by the Association from or against a First Mortgagee, a successor in title to a First Mortgagee, or the Unit therein, affected or previously affected by the First Mortgage concerned.

20.3 In the event any taxes or other charges which may or have become a lien on the Common Areas and Facilities are not timely paid, or in the event the required hazard insurance described in Section 16 lapses, is not maintained, or the premiums therefor are not paid when due, any First Mortgagee or any combination of First Mortgagees may jointly or singly, pay such taxes or premiums or secure such insurance. Any First Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefor from the Association.

20.4 No provision of this Declaration or the Articles gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Units or the Common Areas and Facilities. All proceeds or awards shall be paid directly to any Mortgagees of record, as their interest may appear.

21. AMENDMENT.

21.1 Except as provided elsewhere in this Declaration, any amendment to this Declaration shall require the affirmative vote of at least sixty-seven percent (67%) of the Total Votes of the Association cast in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any Amendment authorized pursuant to this Section shall be accomplished through the recordation in the office of the Summit County Recorder of an instrument executed by the Association. In such instrument an officer or trustee of the Association shall certify that the vote required by this Section for Amendment has occurred.

21.2 Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by the Association if such Amendment is (i) necessary to correct typographical errors or inadvertent omissions; (ii) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (iii) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Unit unless any such Owner shall consent thereto in writing.

21.3 Anything in this Section 21 or this Declaration to the contrary notwithstanding, the Association reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of Units, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Unit(s) or any portions thereof. Any such amendment shall be effected by the recordation by the Association of an Amendment duly signed by the Association, specifying the nature of the qualifying reason for such amendment pursuant to this Section 21.3. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Units and all persons having an interest therein.

22. EASEMENTS AND LICENSES.

22.1 If any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas and Facilities, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists. Such encroachments shall not be considered to be encumbrances either on the Common Areas and Facilities or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Project, by error in the Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

22.2 Improvements, including Units, Common Areas and Facilities and Limited Common Areas and Facilities, constructed as subsequent phases of the Project may encroach upon portions of the Common Areas and Facilities of earlier phases of the Project. A perpetual easement for such encroachment and the activities necessary to repair, maintain and operate such improvements is hereby granted.

22.3 Each Owner shall have the right to ingress and egress over, upon and across the Common Areas and Facilities as necessary for access to the Unit he or she is occupying and to any Limited Common Areas and Facilities appurtenant to his or her Unit, and shall have the right to the horizontal, vertical and lateral support of his or her Unit.

22.4 The Association is hereby granted an exclusive easement to make such use of the Common Areas and Facilities as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to repair, replace and maintain the Common Areas and Facilities for use by the Owners and the Association.

22.5 The Association is entitled to a construction easement over the Common Areas and Facilities for the purpose of doing all things that are reasonably necessary as a part of constructing any new improvements for the Project including all physical improvements as well as all Units and Common Areas and Facilities. The Owners of Units do hereby acknowledge and agree that there will be construction activities, traffic, noises, odors and vibrations which may temporarily disrupt their quiet enjoyment of their Units and the Common Areas and Facilities appurtenant thereto until all improvements are complete, and such Owners do hereby waive any right to object to such construction activity; provided, however, the Association shall endeavor to use reasonable efforts to minimize the adverse impact of such construction activities on the Owners of Units in the Project.

22.6 The Association is entitled to a non-exclusive easement for itself and its affiliates and assignees over, through and under the Property for ingress to, egress from, and installation, replacement, repair and maintenance of, all utility and service lines and systems, including, without limitation, water, sewer, gas, telephone, electricity and cable communication that service the Property or any portion thereof as well as any such lines and systems which service property owned by the Association.

22.7 The Association has a non-exclusive easement for right of access to all types of telecommunications within the Project, including but not limited to roof antennas ("Facilities Locations") over, across, and through all other Common Areas and Facilities of the Project in order to access the Facilities Locations. The Association reserves the perpetual right to transfer by easement, license agreement or other conveyance the rights reserved hereunder to one or more telecommunication facilities providers. Declarant may exercise all of the rights under this Section 22.7 without the consent of any Owner or Mortgagee. The Association, on behalf of all Owners, agrees to execute such further and additional instruments as may be appropriate to document the rights hereunder.

22.8 While occupying a Unit, all Owners are entitled to use the parking areas designated as Common Areas and Facilities, in accordance with the rules and regulations adopted by the Management Committee or the Association, which rules and regulations may, among other things, regulate times, areas and location of parking spaces.

22.9 The Association shall have the right to relocate and/or reconfigure any and all the easements or licenses described in this Declaration from time to time as it sees fit without the consent of any Owners. All conveyances of Units within the Project hereafter made shall be construed to grant and reserve such easements and/or licenses as are provided herein, even though no specific reference to such easements appears in any such conveyance.

23. NOTICES.

23.1 Any notice permitted or required to be delivered as provided herein may be delivered either personally, by first class mail, by express mail or overnight courier service providing proof of delivery, or by telecopy or facsimile transmission. Notice to Owners shall be addressed to each Owner at the address given by such Owners to the Management Committee for the purpose of service of such notice or to the Unit of sucb Owner if no such address has been given to the Management Committee. Notice shall be deemed given when actually received if personally delivered or sent by overnight courier; if faxed, when the fax is received, except that if the fax is received at a time other than the normal business hours of the office at which it is received, on the next regular business day; and if by mail, the earlier of the day actually received or the third business day after the notice is deposited in the United States Mail, properly addressed and postage prepaid. Such address may be changed from time to time by notice in writing to the Management Committee addressed to:

Management Committee
The Silver Baron Lodge at Deer Valley Owners Association, Inc.
2880 Deer Valley Drive East
Park City, Utah 84060

24. NO WAIVER.

The failure of the Management Committee or its agents or designees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, the Bylaws, to exercise any right or option herein contained or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Management Committee or its agents or designees of the payment of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee.

25. ENFORCEMENT.

25.1 All Owners, guests or lessees of an Owner, and persons under Owner's control, shall strictly comply with the provisions of this Declaration, the Bylaws, and the rules and regulations and decisions issued pursuant thereto. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with provisions of this Declaration or the decisions of the Association. Owners shall have a similar right of action against the Association. Failure to so comply shall be grounds for: (i) an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee, or its agent or designee on behalf of the Owners, or in an appropriate case, by an aggrieved Owner; and/or (ii) the Management Committee to impose monetary penalties, temporary suspensions of an Owner's voting rights and the right to the use of a Unit or the Common Areas and Facilities, or other appropriate discipline so long as any such Owner has been given notice and has had an opportunity to present a written or oral defense to the charges in a hearing. The Management Committee shall determine whether the Owner's defense shall be oral or written. After the hearing, but before any disciplinary action is taken, the Owner shall be notified of the decision of the Management Committee. Any Owner who is more than thirty (30) days delinquent in the payment of any Common Assessments or Personal Charges shall have his or her voting rights immediately suspended until the delinquency is brought current. During the time period when any voting rights have been suspended, the Total Votes of the Association shall be reduced proportionately in accordance with those owners who are eligible to vote. The Management Committee may delegate to the Common Area Manager, the power and authority to carry out disciplinary actions duly imposed.

25.2 The Association shall not be empowered to cause the absolute forfeiture of an Owner's right, title or interest in the Project on account of the Owner's failure to comply with the provisions of this Declaration or the rules and regulations for the Project except pursuant to:

25.2.1 The judgment of a court; or

25.2.2 A foreclosure for the failure of an Owner to pay assessments duly levied by the Association.

25.3 The Association shall only be empowered to cause or require alteration or demolition of any construction to enforce any restrictions contained in this Declaration pursuant to judicial proceedings.

26. SECURITY.

The Association may, but shall not be obligated to, maintain or support certain activities within the Project designed to make the Project safer than they otherwise might be. The Association shall not in any way be considered an insurer or guarantor of security within the Project, however, and neither shall the Association be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and his, her or its tenants, Guests and invitees acknowledge that the Association and its Management Committee do not represent or warrant that any fire protection system or burglar alarm system designated by or installed in the Project may not be compromised or circumvented, that any fire protection or burglar alarm systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise nor that fire protection or burglary alarm systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner or his, her or its tenant, Guest or invitee acknowledges and understands that the Management Committee is not an insurer and that each Owner or his, her or its tenant, Guest and invitee assumes all risks for loss or damage to persons or property within the Project and further acknowledges that the Management Committee has made no representations or warranties nor has any Owner or his, her or its tenant, Guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems recommended or installed or any security measures undertaken within the Project.

27. AGENT FOR SERVICE OF PROCESS.

The current agent for service of process under the Act shall be Brian W. Morgan, whose current address is 2825 E. Cottonwood Parkway, Suite 500, Salt Lake City, Utah 84121.

28. SEVERABILITY.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

29. CAPTIONS.

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

30. LAW CONTROLLING.

This Declaration and the Plat shall be construed and controlled by and under the laws of the State of Utah.

31. EFFECTIVE DATE.

This Declaration as amended and restated herein shall take effect when recorded.

IN WITNESS WHEREOF, I Greg McLaughlin, the current President of the Association, and as a duly authorized officer, hereby certify that in excess of seventy-five percent (75%) of the Total Votes of the Association have approved of this amended and restated Declaration, which number exceeds the amendment requirements set forth in the provisions of the Original Declaration, and I hereby execute this Declaration on this ____ day of December, 2012.

____
By: Greg McLaughlin, President
The Silver Baron Lodge at Deer Valley
Owners Association, Inc., a Utah nonprofit corporation

JENNIFER LANE...
Commission # 20...
Notary Public - California
Orange County
My Comm. Expires Ap...

STATE OF California)
:ss
COUNTY OF Orange)

On this 10 day of ~~December, 2012~~ May 10, 2013, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared Greg McLaughlin, the President of The Silver Baron Lodge at Deer Valley Owners Association, Inc., a Utah nonprofit corporation.

Witness my hand and official seal affixed the day and year above written.

____
Notary Public in and for the State of California
My appointment expires: 4/19/17

EXHIBIT A
Schedule of Units, Square Footage,
Votes and Undivided Interest in Common Areas

Parcel/Unit Number	Approx. Sq. Footage of Unit	Points Per Square Foot	No. of Par Value Points Per Unit	No. of Votes Per Unit	Undivided Interest Per Unit
SBLDV-6101	1497	4	5,988	5,988	1.65%
SBLDV-6102	1497	4	5,988	5,988	1.65%
SBLDV-6110	1498	4	5,992	5,992	1.65%
SBLDV-6111	1992	4	7,968	7,968	2.19%
SBLDV-6114	1498	4	5,992	5,992	1.65%
SBLDV-6115	1498	4	5,992	5,992	1.65%
SBLDV-6118	1487	4	5,948	5,948	1.64%
SBLDV-6119	1498	4	5,992	5,992	1.65%
SBLDV-6122	1487	4	5,948	5,948	1.64%
SBLDV-6123	1498	4	5,992	5,992	1.65%
SBLDV-6127	1000	4	4,000	4,000	1.10%
SBLDV-6131	1487	4	5,948	5,948	1.64%
SBLDV-6133	998	4	3,992	3,992	1.10%
SBLDV-6137	1500	4	6,000	6,000	1.65%
SBLDV-6201	1981	4	7,924	7,924	2.18%
SBLDV-6202	1981	4	7,924	7,924	2.18%
SBLDV-6210	1498	4	5,992	5,992	1.65%
SBLDV-6211	1992	4	7,968	7,968	2.19%
SBLDV-6214	1498	4	5,992	5,992	1.65%
SBLDV-6215	1498	4	5,992	5,992	1.65%
SBLDV-6218	1487	4	5,948	5,948	1.64%
SBLDV-6219	1498	4	5,992	5,992	1.65%
SBLDV-6222	1487	4	5,948	5,948	1.64%
SBLDV-6223	1498	4	5,992	5,992	1.65%
SBLDV-6224	1500	4	6,000	6,000	1.65%
SBLDV-6227	1487	4	5,948	5,948	1.64%
SBLDV-6231	1487	4	5,948	5,948	1.64%
SBLDV-6233	1500	4	6,000	6,000	1.65%
SBLDV-6237	1498	4	5,992	5,992	1.65%
SBLDV-6239	1500	4	6,000	6,000	1.65%
SBLDV-6301	2492	4	9,968	9,968	2.74%
SBLDV-6302	2492	4	9,968	9,968	2.74%
SBLDV-6310	2000	4	8,000	8,000	2.20%
SBLDV-6311	1992	4	7,968	7,968	2.19%
SBLDV-6314	2000	4	8,000	8,000	2.20%
SBLDV-6315	1483	4	5,932	5,932	1.63%
SBLDV-6318	2000	4	8,000	8,000	2.20%

Parcel/Unit Number	Approx. Sq. Footage of Unit	Points Per Square Foot	No. of Par Value Points Per Unit	No. of Votes Per Unit	Undivided Interest Per Unit
SBLDV-6319	2000	4	8,000	8,000	2.20%
SBLDV-6322	2000	4	8,000	8,000	2.20%
SBLDV-6323	2000	4	8,000	8,000	2.20%
SBLDV-6324	2000	4	8,000	8,000	2.20%
SBLDV-6327	2000	4	8,000	8,000	2.20%
SBLDV-6331	2000	4	8,000	8,000	2.20%
SBLDV-6333	2000	4	8,000	8,000	2.20%
SBLDV-6337	1498	4	5,992	5,992	1.65%
SBLDV-6339	1470	4	5,880	5,880	1.62%
SBLDV-6343	1500	4	6,000	6,000	1.65%
SBLDV-6437	1499	4	5,996	5,996	1.65%
SBLDV-6439	2000	4	8,000	8,000	2.20%
SBLDV-6443	2460	4	9,840	9,840	2.71%
SBLDV-CU-1	243	3	729	729	0.20%
SBLDV-CU-3	264	3	792	792	0.22%
SBLDV-CU-4	330	3	990	990	0.27%
SBLDV-CU-5	264	3	792	792	0.22%
SBLDV-CU-6	330	3	990	990	0.27%
SBLDV-CU-7	215	3	645	645	0.18%
SBLDV-CU-8	344	3	1,032	1,032	0.28%
SBLDV-CU-9	194	3	582	582	0.16%
SBLDV-CU-10	258	3	774	774	0.21%
SBLDV-CU-11	206	3	618	618	0.17%
SBLDV-CU-12	211	3	633	633	0.17%
SBLDV-CU-14	374	3	1,122	1,122	0.31%
SBLDV-CU-15	278	3	834	834	0.23%
SBLDV-CU-16	3498	3	10,494	10,494	2.89%
SBLDV-CU-17	363	3	1,089	1,089	0.30%
SBLDV-CU-19	363	3	1,089	1,089	0.30%
SBLDV-CU-20	363	3	1,089	1,089	0.30%
TOTAL			363,138	363,138	100.00%

EXHIBIT B

BYLAWS

THE SILVER BARON LODGE AT DEER VALLEY OWNERS ASSOCIATION, INC.

The administration of THE SILVER BARON LODGE AT DEER VALLEY OWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("Association") shall be governed by the Declaration, the Articles, these Bylaws, the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code) (the "Act") and the Utah Revised Nonprofit Corporation Act (Title 16, Chapter 6a, Utah Code) (the "Nonprofit Act").

1. Definitions. Terms which are capitalized in these Bylaws and which are not otherwise defined herein shall have the meanings set forth in Section 2 of the Amended and Restated Declaration of Condominium - The Silver Baron Lodge at Deer Valley ("Declaration").

2. Application of Bylaws. All present and future Owners, Mortgagees, lessees and occupants of Units, and their employees and Guests, and any other persons who may use the facilities of the Project in any manner are subject to the Declaration, these Bylaws and all rules made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance of a Unit, or the occupancy of any Unit, shall constitute a ratification and acceptance of and an agreement to comply with the provisions of the Declaration, these Bylaws and any rules and regulations made pursuant hereto, as each may be amended from time to time.

3. Management Committee

3.1. Members. The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by a Management Committee consisting of at least five (5) and not more than seven (7) natural persons in accordance with the provisions of Section 12 of the Declaration.

3.2. Election of Management Committee by Owners. The Owners shall elect the members of the Management Committee, all of whom must be Owners in good standing. The members and officers of the Management Committee shall take office upon election. Thereafter, at every annual meeting, the Association shall elect the members of the Management Committee to fill those positions becoming vacant at such meeting, pursuant to the terms of this Section 3.

3.4. Nominating Committee. At least thirty (30) days prior to the annual meeting of the Association, the Management Committee shall elect from the Owners in good standing a nominating committee of not less than three (3) members, none of whom shall be at that time members of the Management Committee. The nominating committee shall recommend to the Association at least one (1) nominee for each position on the Management Committee to be filled at that particular annual meeting. Nominations for positions on the Management Committee may also be made by petition filed with the Secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by one (1) or more Owners and the nominee named therein indicating his or her willingness to serve as a member of the Management Committee, if elected.

3.5. Voting for the Management Committee. Voting for the Management Committee shall be by secret written ballot. At any meeting of the Association, each Owner in good standing, either in person or by proxy, shall be entitled to the number of votes set forth in the Declaration for each Unit owned multiplied by the number of Management Committee seats to be filled. Each Owner may cumulate his or her votes with respect to the Units for which he or she is voting and cast all of them in favor of a single candidate, or distribute his or her votes among as many candidates as the Owner sees fit.

3.6. Term. Members of the Management Committee shall serve for terms of three (3) years beginning immediately upon their election by the Association. The elections shall be conducted in a manner to facilitate staggered terms for the members of the Management Committee. The members of the Management Committee shall serve until their respective successors are elected, or until death, resignation, or removal.

3.7. Resignation and Removal. Any member of the Management Committee may resign at any time by giving written notice to the President of the Association or to the remaining Management Committee members. Any member of the Management Committee who fails to attend three (3) consecutive Management Committee meetings or fails to attend at least twenty-five percent (25%) of the Management Committee meetings held during any fiscal year either in person or via telephone shall be deemed to have tendered his or her resignation, and his or her position shall be vacant following confirmation of the failure to attend by the affirmative vote of the remaining members of the Management Committee, though less than a quorum. Any member of the Management Committee that becomes delinquent in the payment of any Common Assessments or Personal Charges for more than sixty (60) days shall be deemed to have tendered his or her resignation, and his or her position shall be vacant following confirmation of the delinquency by the affirmative vote of the remaining members of the Management Committee, though less than a quorum. If a member of the Management Committee loses his or her status as an Owner in good standing for reasons other than an outstanding delinquency, the remaining members of the Management Committee, though less than a quorum, have the ability to vote for the proper consequence of the loss in good standing status, which consequence may include suspension of voting rights as a member of the Management Committee or removal from the Management Committee as if through resignation. The Owners representing at least two-thirds (2/3) of the Total Votes of the Association present and entitled to vote at any meeting of the Owners at which a quorum is present may remove any member of the Management Committee with or without cause. A member of the Management Committee may only be removed by the Owners at a meeting called for the purpose of removing such member and if the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of such member of the Management Committee.

3.8. Vacancies. If vacancies shall occur in the Management Committee by reason of the death or resignation of a Management Committee member, the Management Committee members then in office shall continue to act, and such vacancies shall be filled by a vote of the Management Committee members then in office, though less than a quorum. Any vacancy in the Management Committee occurring by reason of removal of a Management Committee member by the Association may be filled by election at the meeting at which such Management Committee member is removed or any subsequent regular or special meeting of the Association. A vacancy resulting from a removal shall only be filled by the vote or written consent of a majority of the Total Votes of the Association.

3.9. No Compensation. The members of the Management Committee shall receive no compensation for their services unless expressly approved by the vote or written assent of a majority of the Total Votes of the Association; provided, however, that members of the Management Committee shall be reimbursed by the Association for transportation expenses actually incurred and a reasonable per diem payment for attendance at regular and special meetings of the Management Committee. Any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment; provided further, that such employment shall be approved by vote or in writing by all members of the Management Committee not including the member to be employed.

3.10. Powers. The Management Committee, for the benefit of the Project and the Association, shall manage the business, property and affairs of the Project and the Association and enforce the provisions of the Declaration, these Bylaws and the rules and regulations governing the Project. The Management Committee is authorized to adopt rules and regulations governing the use and operation of the Project, which shall become effective thirty (30) days after adoption by the Management Committee. The Management Committee shall have the powers, duties and responsibilities with respect to the Project as contained in the Declaration, the Articles and these Bylaws.

3.11. Management Committee Meeting. The regular meetings of the Management Committee shall be held at least semi-annually at such times and places within the Project, or some other reasonable and suitable location in Summit County, unless a meeting at another location would significantly reduce the cost to the Association and/or the inconvenience to Management Committee members, as the Management Committee shall determine. Management Committee members may participate in Management Committee meetings by means of telephonic conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time and by any other means permitted under Utah law. Such participation shall constitute presence in person at the meeting.

3.12. Special Meetings. Special meetings of the Management Committee may be called by written notice signed by any two (2) members of the Management Committee. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Special meetings shall be held within the Project or some other reasonable location in Summit County unless a meeting at another location would significantly reduce the cost to the Association and/or inconvenience to the members of the Management Committee, as the Management Committee shall determine. Written notice of any special meeting shall be sent to all members of the Management Committee in the manner set forth in Section 3.13 below. If an agenda is prepared for a special meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

3.13. Notice. Unless otherwise provided by Utah law, regular meetings of the Management Committee may be held without notice of the date, time, place, or purpose of the meeting. Special meetings of the Management Committee must be preceded by two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting unless required by Utah law. The giving of notice of any special meeting shall be governed by the rules set forth in Section I 03 of the Nonprofit Act.

3.14. Waiver of Notice. A member of the Management Committee may waive any notice of a meeting before or after the time and date of the meeting stated in the notice by signing a written waiver. A member's attendance at or participation in a meeting waives any required notice to that member of the meeting unless such member, at the beginning of the meeting or promptly upon the member's arrival at the meeting, objects to the holding of the meeting or transacting business at the meeting because of lack of notice or defective notice and the objecting member does not vote for or assent to action taken at the meeting.

3.15. Actions and Open Meetings. The Management Committee members shall act only as a Management Committee, and individual Management Committee members shall have no powers as such. Regular and special meetings of the Management Committee shall be open to all members of the Association; provided, however, that the Association members who are not on the Management Committee may not participate in any deliberation or discussion unless permission to speak is requested on his or her behalf by a Management Committee member. In such case, the President may limit the time any Association member may speak. The Management Committee may, with the approval of a majority of a quorum of its members, adjourn the 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.

3.16. Quorum and Voting. A majority of the Management Committee shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Management Committee. If less than a quorum is present at the meeting, a majority of the members present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present. No Management Committee member may vote or act by proxy at any Management Committee meeting. The voting rights of any Management Committee member that is delinquent in the payment of Common Assessments or Personal Charges for a period of thirty (30) days or more shall be suspended until such time as the delinquency is resolved.

3.17. Action Without a Meeting. Any action that is required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Management Committee members and such signed consents are filed with the records of the Association. Such consent shall have the same force and effect as a unanimous vote.

3.18. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Management Committee. In the absence of a Management Committee resolution, the fiscal year shall be the calendar year.

3.19. Special Committees. The Management Committee may designate by resolution such committees and subcommittees as the Management Committee deems appropriate, from time to time. Each committee shall exercise those powers granted to it by an enabling resolution of the Management Committee; provided, however, that no committee shall exercise any power which is excluded from the delegation of power of the Management Committee by the laws of the State of Utah, the Articles, or these Bylaws.

3.20. Eligibility. An officer, employee, agent or director of a corporate Owner of a Unit, a trustee or designated beneficiary of a trust that owns a Unit, a partner of a partnership that owns a Unit, a member of a limited liability company that owns a Unit, and a fiduciary of an estate that owns a Unit may be considered an Owner for the purpose of determining eligibility for membership of the Management Committee. In all events where the person serving or offering to serve as an officer or member of the Management Committee is not the record Owner, they shall file proof of authority in the records of the Association.

3.21. Common Area Manager. Subject to the limitations of Section 15.1.4 of the Declaration, the Act and any other applicable law, the Management Committee may delegate to a Common Area Manager by written agreement all of the powers, duties and responsibilities of the Management Committee referred to in this Section 3 and in the Declaration to the extent such duties and obligations are properly delegable.

4. Membership. Voting and Meetings of the Association.

4.1. Membership. Every Owner of a Unit shall be a member of the Association. The foregoing is not intended to include a Mortgagee, nor is it intended to include the Association if the Association owns a Unit.

4.2. Annual Meeting. The first meeting of the Association shall be held within one (1) year after the closing of the sale of the first Unit sold in the Project. Thereafter, there shall be an annual meeting of the Association on a date and at a time designated by the Management Committee at a reasonable place in the Project or some other location that is readily accessible at reasonable cost to the largest possible number of Owners.

4.3. Special Meetings. Special meetings of the Association may be called by the President, a majority of the Management Committee, or Owners representing at least twenty-five percent (25%) or more of the Total Votes of the Association and may be held at a location as determined by the Management Committee, which location should be either a reasonable place in the Project or some other location that is readily accessible at reasonable cost to the largest possible number of Owners. Written notice of a special meeting of the Association shall be sent to Owners in the manner described in Section 4.4 below.

4.4. Notice of Meetings. Notice of the annual meeting of the Association and of any special meetings of the Association shall be hand delivered or sent by first-class or certified mail, no fewer than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting to each Owner entitled to vote at such meeting at such Owner's address as shown in the records of the Association or to any other mailing address designated in writing by the Owner. Such notice shall specify the place, date and hour of the meeting and a description of any matters that must be approved by the Owners for which the Owners' approval is sought at such meeting. The notice of a special meeting shall also include a description of the purposes for which the meeting is called. If any annual or special meeting of the Owners is adjourned to a different date, time or place, notice need not be given of the new date, time and place if the new date, time and place are announced at the meeting before adjournment. Notwithstanding the foregoing sentence, if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date for the adjourned meeting is or must be fixed under Section 706 of the Nonprofit Act and Section 4.5 of these Bylaws, notice of the adjourned meeting must be given pursuant to the requirements of this Section 4.4 to Owners entitled to vote at the meeting.

4.5. Quorum. The presence in person or by proxy of Owners holding ten percent (10%) or more of the Total Votes of the Association at any meeting of the Association held in response to notice to all Owners of record properly given shall constitute a quorum. In the absence of a quorum at an Association meeting, 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 by those in attendance shall be to a date not less than five (5) nor more than thirty (30) days from the original meeting date. The quorum for an adjourned meeting shall also be ten percent (10%) of the Total Votes of the Association. If the time and place for an adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings of the Association. Unless otherwise expressly provided in the Act, the Nonprofit Act, the Declaration and these Bylaws, any action may be taken at any meeting of the Owners upon a majority vote of the Owners who are present in person or by proxy.

4.6. Conduct of Meeting. A general form of parliamentary procedure, such as Robert's Rules of Order (latest edition), shall govern the conduct of the Association's meeting. The Management Committee may determine the most appropriate form of parliamentary procedure to use.

4.7. Action Without Meeting. Any action that may be taken at any annual or special meeting of the Association may be taken without a meeting and without prior notice, if one (1) or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted. Unless the written consents of all Owners entitled to vote have been obtained, notice of any Owner approval without a meeting shall be given at least ten (10) days before the consummation of the transaction, action, or event authorized by the Owner action to those Owners entitled to vote who have not consented in writing. Such notice shall contain or be accompanied by the same material that would have been required to be sent in a notice of meeting at which the proposed action would have been submitted to the Owners for action. Notwithstanding anything to the contrary herein, members of the Management Committee may not be elected by written consent except by unanimous written consent of all Owners entitled to vote for the election of directors.

4.8. Action by Written Ballot. Any action that may be taken at any annual, regular, or special meeting of the Owners may be taken without a meeting if the Association delivers a written ballot to every Owner entitled to vote on the matter. The written ballot shall set forth each proposed action; and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when:

4.8.1. The time by which all ballots must be received by the Association has passed so that a quorum can be determined; and

4.8.2. The number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

4.9. Voting and Proxies. At each meeting of the Owners, each Owner in good standing which is entitled to vote shall be entitled to vote in person or by proxy. The right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by their attorney-in-fact thereunto duly authorized in writing. The instrument authorizing the proxy shall be delivered, at the beginning of the meeting, to the Secretary of the Association, or such other officer or person who may be acting as the secretary at the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. An Owner may revoke a proxy given pursuant to this Section only by actual notice of revocation to the Association. A proxy is void if it is not dated or purports to be revocable without notice.

4.10. Exercise of Voting. In the event that a Unit is owned by more than one (1) Owner, then by the majority written agreement of all Owners after the initial conveyance of such Unit, one (1) Owner shall be appointed as the designated owner ("Designated Owner") for the Unit for the purposes of voting on Association matters and for billing purposes. This Designated Owner may be changed at any time by delivering to the Association written notification of such change signed by all the Owners of the Unit. In the absence of such a designation, if only one (1) of several Owners of a Unit is present at a meeting of the Association, that Owner is entitled to cast all the votes allocated to that Unit. If more than one (1) of the Owners of a Unit is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of such Owners. There shall be deemed to be majority agreement if any one (1) of the Owners casts the votes allocated to the Unit owned without protest made promptly to the person presiding over the meeting by any of the other Owners of such Unit.

4.11. Minutes. If required by Utah law, minutes of the annual and special meetings of the Association shall be distributed to each member within sixty (60) days after the meeting.

5. Officers.

5.1. Designation. All officers and employees of the Association shall serve at the will of the Management Committee. The officers shall be a President, a Vice President, a Secretary, and a Treasurer ("Officers"). The offices of Secretary and Treasurer may be held by the same person at the discretion of the Management Committee. The Management Committee may appoint additional Vice Presidents and such other assistant officers as the Management Committee may deem necessary ("Assistant Officers"). Each Officer shall be required to be member of the Management Committee. Each Assistant Officer shall be required to be an Owner or a member of the Management Committee. No Officer shall receive compensation for serving as such. Officers shall be annually elected by the Management Committee and may be removed and replaced by the Management Committee. The Management Committee shall require that officers (and other employees of the Association) be subject to fidelity bond coverage.

5.2. President. The President shall be the chief executive of the Management Committee and shall preside at all meetings of the Association and of the Management Committee and may exercise the power ordinarily allowable to the presiding officer of an association, including the appointment of committees. The President shall exercise general supervision over the Project and its affairs. He or she shall sign, and the Secretary shall witness, on behalf of the Association, all conveyances, mortgages and contracts of material importance to its business. He or she shall do and perform all acts which the Management Committee may require.

5.3. Vice President. The Vice President shall perform the functions of the President in his or her absence or inability to serve.

5.4. Secretary. The Secretary shall keep minutes of all proceedings of the Management Committee and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Owners and the Management Committee.

5.5. Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Association, but may delegate the daily handling of funds and the keeping of records to the Common Area Manager.

5.6. Execution of Amendments. Any officer may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

6. Assessments and Expenses.

6.1. Common Assessments. All Common Assessments shall be made in accordance with the Declaration. Assessments shall be assessed on a monthly, quarterly or annual basis, at the election of the Management Committee.

6.2. Common Expenses. The Management Committee shall approve or disapprove the estimated Common Expenses and capital contributions for the coming fiscal year.

6.3. No Waiver. The failure by the Management Committee before the expiration of any fiscal year to estimate the Common Expenses as required herein shall not be deemed a waiver or modification in any respect of the provisions of the Declaration or these Bylaws or a release of the Owners from the obligation to pay any past or future Common Assessments, and the estimated Common Expenses fixed for the previous and current year shall continue until a new estimate is made.

6.4. No Exemption. No Owner shall be exempt from liability for Common Expenses by waiver of the use or enjoyment of the Project or by abandonment of his or her Unit.

6.5 Records. The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Project, specifying and itemizing the maintenance, repair and replacement expenses of the Project and any other expenses incurred. Such records shall be available for examination by the Owners during regular business hours. In accordance with the actions of the Management Committee in assessing Common Expenses against the Units, the Treasurer shall keep an accurate record of such Common Assessments and of the payments thereof by each Owner.

6.6. Personal Obligation. All Common Assessments shall be a separate, distinct and personal liability of the applicable Owners at the time each Common Assessment is made. The

Management Committee shall have the rights and remedies contained in the Act and in the Declaration to enforce the collection of Common Assessments.

6.7. Statements for Purchasers. Any person who shall have entered into a written agreement to purchase a Unit, by written request directed to the Management Committee, shall be entitled to obtain a written statement from the Treasurer setting forth the amount of the monthly, quarterly, annual or other periodic Common Assessment and the amount of unpaid Common Assessments charged against such Unit and its Owner(s), and if such statement does not reveal the full amount of the unpaid Common Assessments as of the date it is rendered, neither the purchaser nor the Unit shall be liable for the payment of an amount in excess of the unpaid Common Assessments as shown thereon, provided that the former Owner shall remain so liable. Any such excess which cannot be promptly collected from the former Owner-grantor shall be reassessed by the Management Committee as a Common Expense to be collected from all Owners, including without limitation the purchaser of such Unit, his or her successors and assigns. The new Owner shall, and the former Owner shall not, be liable for any Common Assessments made after the date of transfer of title, even though the expenses incurred or the advances made by the Management Committee for which the Common Assessment is made relate in whole or in part to any period prior to that date. The Management Committee is authorized to require a reasonable fee for furnishing such statements up to the maximum amount allowed by law. If the request is made in connection with the closing of financing, refinancing or the sale of a Unit, then the fee shall be collected through close of escrow in an amount up to fifty dollars ($50.00) or such greater amount as may be allowed by law.

6.8. Statements for Owners and Mortgagees. In addition to the statements issuable to purchasers, the Management Committee shall, in accordance with the Act, provide to any Owner or to any person who shall have entered into a binding agreement to purchase a Unit and to any Mortgagee, on request at reasonable intervals a current statement of unpaid Common Assessments with respect to a Unit. The Management Committee is authorized to require a reasonable fee for furnishing such statements in accordance with and to the maximum extent permitted by the Act.

6.9. Collection. In all cases where all or part of any Common Assessments for Common Expenses and capital contributions and for any expenses of and advances by the Management Committee cannot be promptly collected from the persons or entities liable therefor under the Declaration or these Bylaws, the Management Committee shall reassess the same as a Common Expense without prejudice to its right of collection against such persons or entities, or without prejudice to its lien for such Common Assessments.

7. Indemnification.

7.1. Indemnification of Members of Management Committee. The Association shall indemnity any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a member of the Management Committee or an officer of the Association, who is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) judgments, fines, amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which such individual reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful.

8. Litigation.

8.1. Expenses. If any action is brought by a member of the Management Committee on behalf of the Association, the expenses of suit, including reasonable attorneys' fees, shall be a Common Expense. Except as otherwise provided, if any action is brought against the Owners or against the Management Committee or the officers, employees or agents thereof in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Owners, the expenses of suit, including attorneys' fees, shall be a Common Expense. If any action is brought against one or more, but less than all Owners, with the result that the ultimate liability would, if proved, be borne solely by such Owners, the expenses of suit, including attorneys' fees, shall not be charged to or borne by the other Owners, as a Common Expense or otherwise.

8.2. Defense. Except as otherwise provided by the Act, any action brought against the Association, the Management Committee or the officers, employees or agents thereof, in their respective capacities as such, or the Project as a whole, shall be directed to the Management Committee, and shall be defended by the Management Committee; and the Owners and Mortgagees shall have no right to participate in such defense other than through the Management Committee. Actions against one or more, but less than all Owners, shall be directed to such Owners, who shall promptly give written notice thereof to the Management Committee, and shall be defended by such Owners.

9. Abatement and Enjoinment of Violations by Owners.

9.1. Violations. The violation of any rules or regulations adopted by the Management Committee, the breach of any provision contained herein or the breach of any provision of the Declaration shall give the Management Committee the right, in addition to any other rights set forth in the Declaration or these Bylaws:

9.1.1. To enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner or Owners, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Management Committee shall not thereby be deemed guilty in any manner of trespass provided that items of construction may not be altered or demolished without proper judicial proceedings; and/or

9.1.2. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

9.2. Remedies Cumulative. These remedies are cumulative to other remedies provided in the Declaration and these Bylaws or in any other applicable laws.

10. Accounting and Maintenance and Inspection of Records.

10.1. Accounting. The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer. A budget for each fiscal year shall be adopted by the Management Committee and made available to all members of the Association prior to the beginning of the fiscal year to which the budget applies. The Management Committee shall make available to the Owners an unaudited financial statement, within one hundred twenty (120) days after the close of each fiscal year.

10.2. Inspection of Records. The membership register, including mailing addresses, books of account and minutes of meetings of the Association, of the Management Committee and of committees of the Management Committee and all other records of the Project maintained by the Association, Common Area Manager or managing company shall be made available for inspection and copying by any member of the Association or his or her duly appointed representative upon written request at any reasonable time and for a purpose reasonably related to his or her interest as an Owner, at the office where the records are maintained. Upon receipt of an authenticated written request from an Owner along with the fee prescribed by the Management Committee to defray the costs of reproduction, the Common Area Manager or other custodian of records of the Association shall prepare and transmit to the Owner a copy of any and all records requested. The Association may, as a condition to permitting an Owner to inspect the membership register or to its furnishing information from the register, require that the Owner agree in writing not to use, or allow the use, of information from the membership register for commercial or other purposes not reasonably related to the regular business of the Association and the Owner's interest in the Association. The Management Committee shall establish reasonable rules with respect to:

10.2.1. Notice to be given to the custodian of the records by the Owner desiring to make the inspection or obtain copies;

10.2.2. Hours and days of the week when such an inspection may be made; and

10.2.3. Payment of the cost of reproducing copies of documents requested by an Owner.

Every member of the Management Committee shall have the absolute right at any time to inspect all books, records and documents of the Association and to inspect all real and personal properties owned or controlled by the Association. This right of inspection shall include the right to make extracts and copies of records, subject only to the right of the Association to require that the Management Committee member agree in writing not to use, or allow the use of, the information from the membership register for commercial or other purposes not reasonably related to the business of the Association and the Management Committee member's interest in such Association.

10.3. Financial Statements. Within fifteen (15) days of receipt of a written request of any Owner, the Association shall mail to the requesting Owner its most recent annual or quarterly financial statement.

11. Amendment of Bylaws. Except as otherwise provided by Utah law, the Declaration or these Bylaws, the Bylaws may be amended by the vote or written assent of Owners holding a majority of the Total Votes of the Association present in person or by proxy at a meeting duly called for such purpose. Provided, however, the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause. Upon such an affirmative vote, the Management Committee shall acknowledge the amended Bylaws, setting forth the fact of the required affirmative vote of the Owners, and the amendment shall be effective upon recording.

12. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

13. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

14. Effective Date. These Bylaws as amended hereby shall take effect as of the date of the Declaration as amended and restated, having been duly adopted by the Management Committee and approved by the requisite Total Votes of the Owners.

15. Seal. The Management Committee may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation and the words "Corporate Seal."

CERTIFICATION I, the undersigned, do hereby certify that I am the duly elected and acting President of The Silver Baron Lodge at Deer Valley Owners Association, Inc., a Utah nonprofit corporation; that the foregoing Bylaws constitute the Bylaws of said Association, as properly amended at by vote and/or at a meeting of the Owners called for the purpose of amending these Bylaws.

By: Greg McLaughlin, President
The Silver Baron Lodge at Deer Valley
Owners Association, Inc., a Utah nonprofit corporation

JENNIFER LANDRETH
Commission # 2020532
Notary Public - California
Orange County
My Comm. Expires Apr 19, 2017

STATE OF California)
:ss
COUNTY OF Orange)

On this 10 day of ~~December 2012~~ May 10, 2013, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared Greg McLaughlin, the President of The Silver Baron Lodge at Deer Valley Owners Association, Inc., a Utah nonprofit corporation.

Witness my hand and official seal affixed the day and year above written.

Notary Public in and for the State of California
My appointment expires: 4/19/17

EXHIBIT E

of approved density and only 22% of it has been built. Even though it is outside the boundaries it still impacts the City. Mr. Van Hecke added to that the base of PCMR and the empty parking lots. Lower Deer Valley is still left to be built. He wanted to know how the General Plan intends to deal with the growth. In his opinion, the goal should not be to promote growth but rather how they intend to manage it. Mr. Van Hecke remarked that all the development he mentioned would change the fabric and what they love about Park City. The need to decide if that is really what they want, how they would deal with it and manage it. The General Plan needs to absolutely address those issues, which is why they need to slow down the process and get it right.

Ruth Meintsma, a resident at 305 Woodside, stated that she was still considering the General Plan as a rough plan. She thought it was better to let the Planning Commission go through and redline it and then she would read it in detail and make her comments when it goes before the City Council. Ms. Meintsma understood that footprint, parking and ridgeline protection were important issues to include in the general plan, but the specifics would actually show up in the Code. The one thing that was missing in the plan was permeable versus impermeable surfaces. She thought it should be included in historic character because paving takes away from historic character. She also noted that outdoor heating spaces needed to be addressed.

Sanford Melville, an Old Town resident, commented on expanding the Historic Sites Inventory to include A-frames. He believed that historic sites and structures were intertwined with people and events. With the historic structures on the current inventory they know the stories of the people who lived in most of those homes. They lived and worked in Park City, and some died here and are buried in the cemetery. Mr. Melville stated that a level of history was ingrained in those buildings. In his opinion, the A-frames are an architectural style but most were a second home for recreational use. He did not believe they met the same level of historic significance as the mining era homes.

Joe Tesch stated that he represents some owners in Old Town. On page 85 of the Staff report, paragraph #4 regarding lot combinations and re-evaluation the limits. He suggested that the Planning Commission move slow on that aspect. The last time they talked about re-evaluating what could be done in Old Town it caused a lot of problems. When people hear fussing about what can be done in Old Town they do one of two things. They either start putting in plans to vest on the current regulations. More importantly, it hurts the values of people who want to sell or develop their property because of the unknown. Mr. Tesch suggested that the City not publish yet that they are re-evaluating. As a first step they should request a report from the Staff to see if there are problems. If there are problems worth enforcing, they could recommend changes and then look at re-evaluating.

Chair Worel closed the public hearing.

2. <u>Second Amended Silver Baron Lodge Phase II, 2880 Deer Valley Drive – Amendment to Record of Survey</u> (Application PL-13-02054)

Planner Christy Alexander reviewed the request to amend the existing record of survey for the Silver Baron Lodge, Phase II, for commercial units 2, 13 and 18. The units are currently designated as commercial units and the applicant was requesting to convert them from commercial to common area. Planner Alexander stated that the developer was the original owner and they were foreclosed upon due to delinquent taxes and conveyed over to the HOA. The HOA paid the back taxes and the HOA is now the owner. The intent was to convert the units to common area to be used as community rooms to serve a continental breakfast. The units were originally intended to be a spa, a gym and a real estate desk, but those were never built and the units were never used commercially.

Planner Alexander noted that the footprint of the units would not change and additional parking would not be required. The HOA would continue to utilize the existing 75 parking spaces.

The Staff recommended that the Planning Commission conduct a public hearing and forward a positive recommendation to the City Council.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

MOTION: Commissioner Savage moved to forward a POSITIVE recommendation to the City Council on the Second Amendment to Silver Baron Lodge, Phase II, 2880 Deer Valley Drive, amendment to record of survey, according to the Findings of Fact, Conclusions of Law and Conditions of Approval outlined in the draft ordinance. Commissioner Thomas seconded the motion.

VOTE: The motion passed unanimously.

<u>Findings of Fact – 2880 Deer Valley Drive</u>

1. The property is located at 2880 Deer Valley Drive.

2. The property is located within the Estate (E) zone and is subject to the Eleventh Amended Deer Valley MPD (DVMPD).

3. Within the DVMPD, a project can utilize either the City's Unit Equivalent (UE) formula of 2,000 square feet per UE or develop the allowed number of units without a stipulated unit size.

4. A total of 50 units were constructed with a Unit Equivalent density of 42.75 UE allowed per the Eleventh Amended Deer Valley MPD.. The Silver Baron Lodge parcels are all included in the 11th Amended Deer Valley Master plan and are developed using the LMC Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (50) than base permitted density (42.75).

5. Silver Baron Lodge Phase II record of survey plat was approved by City Council on September 14, 2006 and recorded at Summit County on June 1, 2007. Silver Baron

Lodge Phase II plat was first amended on April 7, 2011 and recorded at the County on April 15, 2011.

6. On September 3, 2013, a complete application was submitted to the Planning Department for the second amendment to the Silver Baron Lodge Phase II record of survey plat to convert Units CU-2, CU-13, and CU-18 from commercial units to common area..

7. The total square footage of the three units being converted to common area is 4,286 square feet.

8. The existing commercial units are located within the existing building footprint and there is no increase in the footprint for this building.

9. The plat amendment does not increase the parking requirements for these units.

10. The HOA received 76.432% approval to convert these three commercial units to common space.

11. The findings in the analysis section are incorporated herein.

Conclusions of Law – 2880 Deer Valley Drive

1. There is good cause for this amendment to the record of survey.

2. The amended record of survey plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.

3. The amended record of survey plat is consistent with the 11th Amended and Restated Deer Valley Master Planned Development.

4. Neither the public nor any person will be materially injured by the proposed record of survey amendment.

5. Approval of the record of survey amendment, subject to the conditions of approval, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 2880 Deer Valley Drive

1. The City Attorney and City Engineer will review and approve the final form and content of the amended record of survey plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the record of survey.

2. The applicant will record the amended 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 record of survey will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. All conditions of approval of the Silver Baron Lodge Condominium record of survey plats as amended shall continue to apply.

3. <u>508 Main Street Subdivision – Plat Amendment Modification</u> (Application PL-13-02017)

Planner Alexander reported that earlier this year the applicant received an extension to the plat amendment due to issues related to obtaining an encroachment agreement. Condition of Approval #3 of the plat amendment states that, "Encroachment issues must be resolved prior to the recording of the plat." Planner Alexander noted that the developer has tried diligently to get an encroachment agreement with Lot 3, the neighboring lot, which is Dolly's Books. She reported that the encroachments are deminimus at 2.4 inches at the front of the building and 1.08 at the rear of the building. The owner of Lot 3 is unwilling to work with the applicant and will not grant an encroachment agreement. The applicant would like to modify their plat amendment extension to remove Condition of Approval #3 so they would no longer be required to have an encroachment agreement before recording the plat.

Planner Alexander stated that the Legal Department and the City Engineer reviewed the application. Since the encroachment is deminimus and the applicant made a diligent effort to meet the requirement, it was determined that removing the condition of approval would be acceptable as long as a note was placed on the plat identifying the encroachment and that unsuccessful efforts were made to obtain an encroachment agreement.

The Staff recommended that the Planning Commission conduct a public hearing and forward a positive recommendation to the City Council.

Commissioner Wintzer asked Planner Alexander to repeat the size of the encroachment. Planner Alexander replied that it was 2.4 inches in the front and 1.08 inches in the rear.

Commissioner Strachan asked why the neighbor would not grant the encroachment agreement.

Bart Carlson, representing the applicant, stated that he made several attempts with Dolly's Books and they did not believe there was a need to sign an agreement because they were not legally required to do so. They were also given counsel that if they signed an encroachment agreement they would be giving up property. For those reasons the owner refused to sign.

Tom Bennett, legal counsel for the applicant, had no objection to a new condition of approval that talks about the plat note. He also had no objection to adding a plat note that discloses the encroachment. Mr. Bennett requested that the Planning Commission and the Legal Department consider revising the last sentence of Condition #4 to clarify that the encroachment agreement was not required. He replaced the last sentence with new language to read: