

# INTERLOCAL AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION

THIS INTERLOCAL AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between Snyderville Basin Special Recreation District (“SBSRD”) Park City Municipal Corporation (“PCMC”) and the Park City School District (“PCSD”) (individually each a “Party,” collectively, the “Parties”).

## EXHIBITS AS FOLLOWS

- Exhibit A: Recognized Stakeholders
- Exhibit B: Tier System
- Exhibit C: Site Specific Agreements (1 through 17)
- Exhibit D: Interagency Field Use Policies, May, 2019
- Exhibit E: PCMC/PCSD Lease and Agreement, November 1990
- Exhibit F: SBSRD/PCSD Lease and Joint Use Agreement, December 1996
- Exhibit G: PCMC/SBSRD Inter-local Agreement for Regional Ice, August 2004
- Exhibit G1: PCMC/SBSRD Letter of Consent modifying Ice Arena Funding Allocations, May, 2009
- Exhibit G2: Memorandum of Understanding and Agreement for Event Flooring, February, 2010
- Exhibit H: Jurisdictional Boundary Map
- Exhibit I: Library Field Preservation Easement

WHEREAS, SBSRD is a political subdivision of the State of Utah, established for the purpose of providing recreational facilities and programs to meet the recreation needs of Snyderville Basin residents, and

WHEREAS, PCMC is a political subdivision of the State of Utah, providing municipal services including recreational facilities and programs to the residents and visitors of the incorporated area of Park City, Utah, and

WHEREAS, PCSD is a political subdivision of the State of Utah, providing educational services to residents of PCSD and is the current owner of certain parcels of land upon which it and SBSRD have built school sports fields, gymnasium facilities, an aquatic complex and other amenities, and

WHEREAS, each of the Parties mutually agree that inter-agency cooperation provides for efficient delivery of recreation facilities and programs which are best realized through joint, cooperative and consolidated effort, and

WHEREAS, SBSRD, PCMC and PCSD have mutual interests in helping young people learn and develop recreation skills and in providing lifelong opportunities for people of all ages to participate in recreation activities, and

WHEREAS, the purposes of this Agreement are to maximize the school sites and the use of community recreation facilities for the benefit of residents and taxpayers within all jurisdictions and to enable the Parties hereto to take a unified approach in providing recreational resources to the students of PCSD and to residents within the SBSRD service territory boundary, as well as to the general public. It is the further purpose of this Agreement to provide for appropriate development, management, maintenance, and operation of those facilities and services described herein.

WHEREAS, PCMC, SBSRD and PCSD wish to clarify and augment existing agreements, to wit: Lease and Agreement for Use of School Facilities for Recreation between PCMC and PCSD (11/08/90) attached as Exhibit E, Lease and Joint Use Agreement – Middle School Facilities for Recreation between SBSRD and PCSD (12/10/96) attached as Exhibit F, and the Inter-local Cooperative Agreement for Regional Ice Facility between PCMC and SBSRD (8/26/04) attached as Exhibit G, and related documents attached as exhibit G1 and G2.

WHEREAS, the governing bodies of each jurisdiction desire to clarify and augment existing agreements specified herein which all Parties agree have benefited the constituents of each jurisdiction, and to ratify and reaffirm specified existing agreements between SBSRD and PCSD and between PCMC and PCSD so long as such agreements do not conflict with specific provisions of this Agreement,

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definition and Description of Parties and Terms:
  - a. “SBSRD” shall mean the Snyderville Basin Special Recreation District, a Utah body politic, whose principal address is c/o District Director, 5715 Trailside Drive, Park City, Utah 84098.

- b. "PCMC" shall mean Park City Municipal Corporation, a Utah body politic, whose principal address is c/o City Manager, P.O. Box 1480, Park City, Utah 84060.
- c. "PCSD" shall mean Park City School District, a political subdivision of the State of Utah, whose principal address is c/o Superintendent, 2700 Kearns Blvd., Park City, Utah, 84060. PCSD may also encompass the Board of Education of Park City School District as the governing body of PCSD.
- d. "Fields and Facilities" shall mean the all playing fields and buildings or fixtures constructed thereon described and/or located herein and on Exhibits attached hereto.
- e. "Regional Recreation Committee" shall mean an oversight committee comprised of the following members: two SBSRD Board Members; two Park City Council Members; two members of the Board of Education of PCSD, and two appointed staff liaisons from each jurisdiction. The Regional Recreation Committee is advisory only and shall be responsible for making recommendations to the governing boards of the Parties. The Regional Recreation Committee will appoint a Fields and Facilities Joint Use Committee.
- f. "Regional Recreation Program" shall mean the SBSRD and PCMC recreation program inventory existing at the time of execution of this document and other recreation programs developed by either SBSRD or PCMC over time, and as directed pursuant to this Agreement.
- g. "Stakeholder" shall mean user groups recognized by the Parties with a need to declare home field(s) or facilities as a requirement of their club or league. To qualify, Stakeholder groups must be comprised of no less than seventy-five percent (75%) of athletes residing within the boundaries of the PCSD or SBSRD service territory boundary and be considered in good standing on all Stakeholder requirements (fees/rosters). The user group will support SBSRD and PCMC through payment of established user fees that contribute to ongoing field/facility maintenance costs. A list of recognized Stakeholders at the time of execution of this document is attached as Exhibit A and may be amended from time to time.

2. h. “Tier System” shall mean the classification of fields by the Parties according to the use, expectation, and impact of play. This program will selectively raise the quality of specific fields through limited programming and public education. The Tier System is described and attached as Exhibit B and may be amended from time to time.

3. Purpose of Agreement:

In establishing this Agreement, SBSRD, PCMC and PCSD seek to:

- a. Encourage the joint use of the Fields and Facilities between the Parties, and give priority usage, after the owning Party’s programming and/or on-going community obligations are met, to the requests submitted by the other Parties and Stakeholder groups;
- b. To designate the rights and responsibilities of each Party to effectively and efficiently manage the shared use of the Fields and Facilities;
- c. Establish procedures to encourage cooperative working relationships between SBSRD, PCMC and PCSD personnel at all levels and to quickly resolve issues;
- d. Encourage joint and cooperative ventures, including facility maintenance and development;
- e. Equitably distribute the time and cost of the use of the Fields and Facilities;
- f. Regularly report the outcomes of joint use endeavors to SBSRD, PCMC and PCSD personnel, elected officials and citizens.

4. General Provisions of the Agreement:

- a. SBSRD and PCSD entered into a Lease and Joint Use Agreement for Use of Middle School Facilities for Recreation, effective December 10, 1996 (Middle School Facilities Lease), for use of fields at the Ecker Hill Middle School site. Subject to prior termination, as provided therein, the term is for thirty (30) years commencing on December 10, 1996. At the option of SBSRD the Middle School Facilities Lease shall be extended upon the same terms and conditions for an additional twenty (20) year term. The extended term shall be



automatic unless the SBSRD notifies the District, in writing, at least one-hundred and eighty (180) days prior to the expiration of the original term of SBSRD's intention to not extend the term of the Middle School Facilities Lease. This Agreement is intended to clarify and augment the Middle School Facilities Lease.

- b. PCMC and PCSD entered into a Lease and Agreement for Use of School Facilities for Recreation, effective November 8, 1990, for use of fields and facilities at the North 40 Fields, Treasure Mountain Junior High School, and Park City High School. Subject to prior termination, as provided, the term is for thirty (30) years commencing November 8, 1990. PCMC, at its sole discretion, may extend the term by twenty (20) years by providing notice to PCSD of its intent to extend by November 8, 2019. This Agreement is intended to clarify the Lease and Use Agreement in particular for the following provisions:
  1. PCMC shall be entitled to use PCSD gymnasium facilities up to three hundred (300) hours per calendar year. The three hundred (300) hours may be used for adult or youth programs and be scheduled through the PCSD District office.
  2. In consideration for the three hundred (300) hours of PCSD gymnasium use, PCMC has spent over One Million Dollars (\$1,000,000) to construct the high school field complex, and continues to maintain PCSD fields at Park City High School, Treasure Mountain Junior High School and the North 40 to the standards of all other city-owned athletic facilities. This includes all costs associated with operation of the facilities including irrigation water, janitorial, utilities, garbage collection, repairs and maintenance.
- c. This Agreement is general in nature to the Fields and Facilities. Each site lends itself to unique opportunities for recreational use and improvement. When deemed appropriate by the Parties, individual site specific plans and maintenance agreements will be approved by the Parties for implementation, and thereafter be attached hereto and

made a part hereof. Individual site specific agreements as of the date of this Agreement are attached as Exhibit C, 1 through 17.

- d. This Agreement is intended to enhance and not interfere with the primary missions of SBSRD, PCMC and PCSD.
- e. The ultimate responsibility for decisions related to use of facility space shall remain with the owner of the facility.
- f. Each Party recognizes and respects the SBSRD, PCMC and PCSD budget and administrative processes that must be used in providing services.
- g. It is an objective of SBSRD, PCMC and PCSD to increase general community access to and use of school facilities. While the focus and priorities addressed in this Agreement are centered around access by SBSRD, PCMC and PCSD to their respective facilities, all Parties agree to cooperate to the extent possible to increase general community use of the facilities.

The execution of this Agreement and a renewal or extension of this Agreement must be authorized by the governing boards of each jurisdiction.

#### 5. Regional Recreation Committee

- a. There is created under the terms of the Agreement an advisory committee comprised of six (6) governing board members and six (6) staff liaisons, selected as follows:
  - Two (2) members of the Board of Education of PCSD appointed by the Board and two (2) PCSD staff liaisons appointed by the PCSD Superintendent of Schools.
  - Two (2) SBSRD Board members appointed by the Recreation District Board and two (2) staff liaisons appointed by the SBSRD District Director.
  - Two (2) City Council members appointed by the Park City Council and two (2) staff liaisons appointed by the City Manager.

The Advisory Committee may make recommendations to SBSRD, PCMC and PCSD governing boards regarding matters relevant to the satisfactory operations of the Fields and Facilities.

c. The governing Board of each jurisdiction and their executive officer shall appoint members of the Regional Recreation Committee annually. In the appointment or re-appointment of any committee member, each jurisdiction should provide for the staggered terms of its representatives.

d. Any vacancies on the Regional Recreation Committee may be filled by a replacement named by the governing board or executive officer appointing the person creating the vacancy. The Committee will continue to function with the vacancy. The existence of a vacancy shall not affect any actions taken by the Committee during the period of any vacancy.

e. The Regional Recreation Committee shall establish a "Fields and Facilities Joint Use Committee" (Joint Use Committee) to supervise the scheduling and day-to-day operation of the Fields and Facilities. Through the Joint Use Committee, this Agreement seeks to provide a framework and administrative support for collaboration and decision-making among SBSRD, PCMC and PCSD personnel.

1. The Joint Use Committee will be made up of SBSRD and PCMC Recreation staff, , and PCSD athletic department and school facilities staff. PCSD athletic department personnel will invite Physical Education teachers for input as deemed necessary.

f. The Regional Recreation Committee shall meet annually in April to review this Agreement and the effectiveness of operations under the management of the Joint Use Committee. Any Party may request additional meetings upon giving sufficient notice to the other Parties designating the time, place and purpose of any special meeting.

#### 6. Fields and Facilities Joint Use Committee:

a. The Fields and Facilities Joint Use Committee will receive requested calendaring of activities and events from each Party and, through its designee, shall coordinate access to and use of the Fields and Facilities within the parameters and limitations set by this Agreement and Exhibits hereto.

- b. Field and Facility schedules will be based on priorities established by the managing entity with the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the Utah High School Athletic Activities Association. Improved scheduling may create an opportunity to expand programming.
- c. Field schedules will be based on Joint Use Committee consensus to achieve balanced field use, i.e., which programs or clubs are best suited to which facilities in the greater Park City area. Items to be considered should include: appropriate field for the sport, support facilities (parking, access, rest room availability), condition of the field, days, dates and times of play, impact to surrounding neighborhood, consideration of park maintenance programs and work schedules.
- d. Field use overlays will be reviewed twice annually, in late February/early March (six to eight weeks before spring season) and again in late May/early June (before the end of the school year) for the Fall season to spell out responsibilities of field use.
  - 1. SBSRD and PCMC shall be responsible for preparation and maintenance of all playing fields and facilities located within their respective boundaries for SBSRD and PCMC sponsored programs. Each jurisdiction will absorb prep-related expenses for these programs. The Joint Use Committee will address any departures from this policy.
  - 2. SBSRD and PCMC events staff and the PCSD designated Facilities Coordinator, Athletic Director and other school administrators, as necessary, shall be responsible for ongoing communication with the Joint Use Committee to ensure that use of a rolling calendar for advance scheduling of special events (up to one (1) year in advance) continues to respect the prioritization policies of each Party and every venue, or seeks approval for a policy exception from the governing jurisdiction.
- e. An end-of-season meeting will be held to evaluate field conditions, and make recommendations for field use in spring season.



- f. Scheduling of indoor facilities will be coordinated at standing meetings to be held in September. The purpose of the meeting is to review requests for facility use for school athletics and public recreation programs in the coming school year (schools, PC MARC, Field House, and Ice Rink).

A programming subcommittee will be appointed by the Joint Use Committee to meet on an as needed basis. Its purpose is to review what public recreation programs are happening when, to be sure programs are complementary and compatible.

7. Regional Recreation Program Administration

- a. Each jurisdiction will operate youth and adult recreation programs under the following guidelines:
  1. No fee differentials. All residents of SBSRD, PCMC and PCSD will pay the resident rate for facility use and program participation. Entities may establish earlier registration periods for constituents before opening registration to all jurisdictions.
  2. Registration and participant fees for all programs will be received by the sponsoring jurisdiction.
  3. Unless otherwise agreed to by the Parties, in the development of new regional recreation programs each Party agrees to utilize hard structure facilities currently owned and operated by its jurisdiction to avoid constituent confusion over the program sponsor.
  4. Fields will be scheduled as described in Section 5, above.
  5. Site-specific policies attached hereto as Exhibit C, 1 through 17, will guide maintenance, hours of use, scheduling and coordination, improvements, and compensation.

8. General Guidelines for Joint Use

- a. All joint use programming and activities scheduled under this Agreement will comply with the “Interagency Field Use Policies,” attached hereto as Exhibit D (including its own Exhibits A and B), which have been adopted by SBSRD, PCMC and PCSD.
- b. The mutual goal of SBSRD, PCMC and PCSD will be to maintain program continuity, giving adequate notification of scheduling changes or facility use to allow completion of a program cycle and, when necessary, to relocate programming. When possible, each Party will assist the other in locating alternative space.
- c. PCSD will formulate and enforce general rules and regulations governing student and PCSD personnel conduct and use of the Fields and Facilities on PCSD property during school hours and for school purposes which use shall be under the supervision of PCSD personnel.
- d. SBSRD and PCMC will formulate and adopt rules and regulations governing the conduct and use of the Fields and Facilities on PCSD property by the general public during those hours not scheduled by the PCSD.
- e. All programming and activities scheduled under this Agreement will comply with and enforce the owner Party’s policies. The Parties agree that indoor use of other Parties’ facilities for recreation or athletic programs will require higher levels of supervision by the using Party.
- f. When any Party to this Agreement contemplates a change in policy, fees, budget or organization that could impact the joint use access of the others, that Party will consult with the other Parties far enough in advance so that the other Parties can analyze the impacts and plan for the change.
- g. Each of the Parties hereto will adopt and implement appropriate risk management measures to minimize and/or eliminate liability during those periods of respective use of recreation facilities by that Party. Each of the Parties agrees to provide immediate notice to the other of any dangerous or unsafe condition on the premises that is discovered or created at the Facilities through sponsors or participants of an event scheduled by either Party. Each of the Parties shall correct any noted deficiencies under their risk management programs immediately upon becoming aware of the same.

h. In lieu of damage deposits, the Parties agree to pay the reasonable value of, or to repair, any damage to the Fields and Facilities or Amenities or owner property missing from the premises that occurs during use while under the supervision of that Party.

1. The owner Party shall, through its designated representative, inspect areas of use and shall notify the user Party of damage or loss within three (3) working days after inspection.
2. Such notification shall consist of sending an email to the user Party's designated representative with the area or areas involved, description of damage, and estimated and/or fixed costs of repairs or property replacement.
3. Except as otherwise mutually agreed, the user Party shall not cause repairs to be made to any building or item of equipment for which the owner Party has responsibility. The owner Party agrees to make such repairs within the estimated and/or fixed costs agreed upon. The user Party agrees to reimburse the owner Party at the agreed upon cost.
4. The owner Party shall invoice the user Party within seven (7) days of completion of repairs or replacement of missing property. The invoice shall itemize all work hours, equipment and materials with cost rates as applied to the repair work. If the repair is contracted, a copy of the contractor's itemized statement must be attached. Actual costs shall be invoiced if less than estimated and/or fixed costs. Reimbursement shall be made within thirty (30) days from receipt of such invoice.
5. The user Party shall retain the right to disagree with any and all items of damage to buildings or equipment or missing property as identified by the owner Party provided this challenge is made within ten (10) working days after a first notification. Disagreements shall be made in writing to the owner Party and shall clearly identify the reasons for refusing responsibility for

damages. Failure to do so within the prescribed time period shall be considered as acceptance of responsibility by the user Party. Settlement of disagreements shall be made by an on-site investigation involving both the owner and user Parties and their designated representatives. In the event agreement cannot be reached, the matter shall be referred to the Regional Recreation Committee for review and consideration. The decision of the Regional Recreation Committee on such matters shall be final.

- i. Specific requests by any Party for services, equipment or facilities not covered under this Agreement may be provided, at direct charge, to the Party making the request. For example, SBSRD and PCMC will pay PCSD for custodial or other support staff, which are required or requested at a time that a school custodian is not normally scheduled in the school building as specified in the Facilities Request Form. If the PCSD wishes to have SBSRD or PCMC perform field preps for athletic events which are outside of regular maintenance, then PCSD agrees to compensate the provider of the service at an agreed upon rate.
- j. User fees to support broader public use of the Fields and Facilities by local residents may be charged by the Party scheduling the event or activity to help offset the expense of operations and maintenance. Increases in user fees are subject to the approval of the governing boards of the jurisdictions.

SBSRD shall collect the revenue associated with field user fees paid by Stakeholders for field use in Fall seasons and PCMC shall collect the revenue associated with field user fees paid by Stakeholders for field use in Spring seasons.

1. For non-stakeholder reservations requested by constituents residing within the boundaries of PCSD, the scheduling Party will assess resident user fees based upon established fee schedules adopted by its governing board. The scheduling Party will keep revenues.
2. Non-resident, or “out of area” user fees shall be assessed by the scheduling Party based upon established fee



schedules adopted by its governing board. The scheduling Party will keep revenues.

- k. Where possible, SBSRD, PCMC and PCSD will pursue opportunities to develop and improve joint use Fields and Facilities to support recreation and athletic programming by all Parties.
- l. Special events, including tournaments, are subject to a special event permitting process independent of this Agreement, and the event regulations and rate schedules adopted by SBSRD/Summit County, PCMC, and PCSD as amended from time to time.

9. Hold Harmless Indemnification and Insurance.

a. **HOLD HARMLESS; INDEMNIFICATION:**

SBSRD, PCMC and PCSD agree to assume all risks in the operation of their own recreation programs and facilities and will be solely responsible and answerable in damages for any and all accidents or injury to persons or property which arise out of their own programs even if they occur on another Party's property. SBSRD agrees to indemnify, hold harmless and defend PCMC, PCSD, and their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions or the operation of SBSRD's programs on premises specified in the Exhibits attached hereto. PCMC agrees to indemnify, hold harmless and defend SBSRD, PCSD, and their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions or the operation of SBSRD or PCMC programs on premises specified in the Exhibits attached hereto. PCSD agrees to indemnify, hold harmless and defend SBSRD, PCMC, and their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions or the operation of PCSD programs on premises specified in the Exhibits attached hereto. This indemnity provision shall be valid and enforceable only to the extent of the negligence of the Party. The provisions of this section shall survive the expiration or termination of this Agreement. This section supersedes Section 8.0 (a) in the PCMC/PCSD Lease and Agreement for Use dated November, 1990.

b. **INSURANCE:**

For the duration of this Agreement, each Party shall maintain a policy of general liability insurance written on an occurrence basis in an amount of at least Two Million Dollars (\$2,000,000) per person and Two Million Dollar (\$2,000,000) per incident or occurrence. SBSRD shall be named as an additional insured on the PCMC and PCSD policy. PCMC shall be named as an additional insured on the SBSRD and PCSD policy. PCSD shall be named as an additional insured on the SBSRD and PCMC policy. The insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. A Certificate of Insurance with a thirty (30)-day cancellation notice provision to each Party shall be provided to each Party and shall be maintained continuously during the term of this Agreement. Such certificate shall provide that the insurance coverage is primary and not contributory to any insurance policy maintained by the other Parties. Each Party may carry whatever additional insurance it deems appropriate. SBSRD will continue to carry building and contents insurance on recreation out-buildings at Ecker Hill Middle School which it operates and maintains. This section supersedes Section 8.0 (b) in the PCMC/PCSD Lease and Agreement for Use dated November, 1990. PCMC will no longer be required to hold Fire and Extended Coverage Insurance on the leasehold improvements.

10. Event and Concession Revenues

- a. Ticket prices, if any, for an event or activity will be determined by the event organizer. However, the distribution of ticket revenues and responsibility of payment of all taxes, if any, shall be agreed upon between the property owner and event organizer unless otherwise prescribed in the Individual Site Specific Agreements attached as Exhibit C.
- b. With permission of the property owner and/or contracted vendor, concessions may be sold at the option of the event or activity organizer. However, the distribution of concession revenues and responsibility of payment of all taxes, if any, shall be agreed upon between the property owner, contracted vendor, and event organizer unless otherwise prescribed in the Individual Site Specific Agreements attached as Exhibit C. Event organizers will be required to honor any pre-existing agreements the property owner has in place.

11. Compliance with Applicable Law. When using the Fields and Facilities, each Party hereto will comply with all applicable federal, state and local government laws, regulations, and orders as well as any Conservation Easements or Deed Restrictions related to the property, with respect to which the Party has been notified in writing of same. If a specific event or activity scheduled by any Party would violate any such law, regulation, or order, all steps necessary to comply therewith will be taken, including canceling the event if compliance is not possible.
12. Suitable Use. The Parties will use the Fields and Facilities only in the manner for which they were constructed, and will not make any permanent or substantial physical change to the Fields and Facilities without first obtaining written approval of SBSRD, PCMC, or PCSD as may be appropriate.
13. Term. This Agreement shall be in effect upon its execution and filing with the keeper of the records by each of the Parties hereto for a period of five (5) years. The keepers of the record are the PCSD Business Administrator, PCMC Recreation Manager and SBSRD Planning & Legal Affairs Manager, respectively. This Agreement will automatically renew for five (5) year terms unless a Party gives written notice of its intent to not renew at least six (6) months prior to the expiration of the term. This Agreement will automatically expire no later than December 9, 2046. In the event of any default of any provision of this Agreement, the non-defaulting Parties shall give the defaulting Party notice of the default, which if not cured within thirty (30) days may constitute grounds for terminating this Agreement. Any uncured default under the SBSRD/PCSD Lease and Joint Use Agreement dated December, 1996, or the PCMC/PCSD Lease and Agreement for Use dated November, 1990 (as such agreements have been modified herein) shall be grounds for termination or modification of this Agreement.
14. Cancellation and Termination. It is agreed that any Party shall have the privilege, with cause, to cancel and annul this Agreement on one (1) year prior written notice by registered mail, or by personal delivery of written notice, to the other Parties. If any one Party chooses to terminate this Agreement, the Agreement will be terminated for all Parties. Termination of this Agreement will not cause termination of any other agreement between the Parties.



15. Integrated Contract. Except for the SBSRD/PCSD Lease and Joint Use Agreement dated December, 1996, the PCMC/PCSD Lease and Agreement for Use dated November, 1990 and the PCMC/SBSRD Inter-local Cooperative Agreement for Regional Ice Facility dated August, 2004 all terms of which expressly remain in force unless specifically rescinded or modified by the terms of this Agreement, this Agreement represents the agreement between the Parties with respect to the Fields and Facilities and uses addressed by this Agreement. This Agreement only supersedes the aforementioned other joint use agreements or understandings between the Parties whether written or oral which are in conflict with the provisions of this Agreement.
  
16. No Assignment. SBSRD, PCMC, and PCSD shall not assign their rights and duties under this Agreement without the prior written consent of the other Parties.
  
17. Modification. There may be no modification of this Agreement, except in writing, signed by all Parties and executed with the same formalities as this instrument. New Fields and Facilities will be incorporated by the addition of site specific addenda. The Parties acknowledge that over time the needs of each Party may change due to population growth and demographic change and therefore the terms of this Agreement will need to be modified from time to time. The Parties agree to negotiate in good faith and make necessary amendments to this Agreement to accomplish this intent.
  
18. Clause Headings. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they appertain.
  
19. Notice: Any notice required or called for under the terms of this Agreement shall be delivered by personal delivery or registered mail to the following addresses:

Superintendent	District Director	City Manager
PCSD	SBSRD	PCMC
2700 Kearns Blvd.	5715 Trailside Drive	P.O. Box 1480
Park City, UT 84060	Park City, UT 84098	Park City, UT 84060



20. Independent Relationship: The Parties intend that an independent relationship will be created by this Agreement. No agent, employee or representative of any of the Parties shall be deemed to be an employee, agent or representative of any of the other Parties for any purpose, and the employees of the respective Parties are not entitled to any of the benefits the other Parties provide for their employees. Each Party will be solely and entirely responsible for its acts and for the acts of its agents, employees or representatives during the performance of this Agreement.
21. Waiver: No failure of a Party to exercise any power given to it under this Agreement, or to insist upon strict compliance by the other Parties with any obligation, responsibility, or condition under it, and no custom or practice of the Parties at variance with its terms shall constitute a waiver of that Party's right to demand exact compliance with those terms upon any subsequent default.
22. Government Records Access Management Act: The Parties acknowledge that each is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, each Party is required to disclose certain information and materials to the public, upon request. Each Party agrees to cooperate with each other where requests for documents, materials and data in its possession relating to this Agreement and its performance hereunder are sought under GRAMA.
23. Governmental Immunity: Each Party is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that each Party shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.
24. Nondiscrimination: The Parties will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, gender identification, sexual orientation, age or disability..
25. No Separate Entity: This Agreement does not create a separate legal or administrative entity and no third party rights are created by the enactment

of this Agreement. As allowed in UCA §11-13-201, the Parties are cooperating jointly together to exercise their individual powers and privileges.

26. No Third Party Beneficiaries: There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person, other than the Party who receives benefits under this Agreement, shall be deemed an incidental beneficiary only.

27. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the *Utah Interlocal Cooperation Act*, the Parties agree as follows:

a. This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the *Utah Interlocal Cooperation Act*, as set forth in UCA Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the governing bodies of the Parties are required by the *Utah Interlocal Cooperation Act*.

b. In accordance with the provisions of UCA §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

c. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to §11-13-209 of the *Utah Interlocal Cooperation Act*.

d. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

28. Severability: The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
29. Exclusive Remedies: The remedies of the Parties specified herein shall be exclusive. None of the Parties shall have any other right, remedy or priority whatsoever.
30. Counterparts: This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ATTEST:

SNYDERVILLE BASIN SPECIAL  
RECREATION DISTRICT

  
Carrie Westberg, Clerk

  
Ben Castro, Board Chair

  
Michelle Kellogg, City Recorder

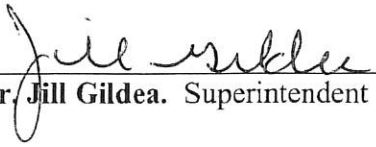


PARK CITY MUNICIPAL  
CORPORATION

  
Andy Beerman, Mayor

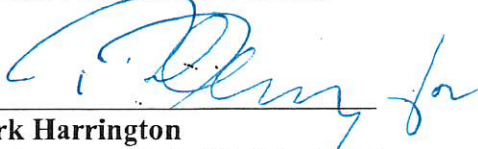


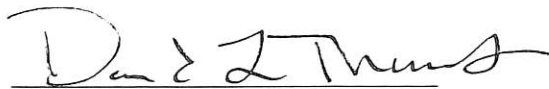
PARK CITY SCHOOL DISTRICT

  
Dr. **Jill Gildea**, Superintendent

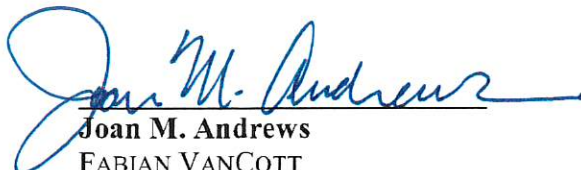
  
Andrew Caplan, School Board President

APPROVED AS TO FORM:

  
**Mark Harrington**  
City Attorney, Park City Municipal

  
**David L. Thomas**  
Chief Civil Deputy Attorney, Summit County



  
**Joan M. Andrews**  
FABIAN VANCOTT  
Attorney for Park City School District

## EXHIBIT A

### Stakeholders 2019

#### **Field Stakeholders**

Adult Soccer  
Park City Soccer Club  
Park City Youth Lacrosse  
Park City High School Lacrosse  
Park City High School Summer Baseball  
Silver Strikers Baseball Park City Baseball  
Park City Ute (Youth) Conference Football  
212 Lacrosse

#### **Ice Arena Stakeholders**

Park City Curling Club  
Park City Ice Miners  
Park City Speed Skating Club  
Park City High School Hockey  
Figure Skating Club of Park City  
Predators Women's Hockey  
Wasatch High School Hockey

#### **Indoor Sport Stakeholders**

Competitive Basketball  
Volleyball  
Park City High School Sports

## EXHIBIT B

### *Parks Maintenance* Tier System

**Purpose:** To balance out the use and maintenance of fields without taking away the quality and safety of the fields. To classify fields according to the use, impact of play, and the level of service to maintain turf at a safe maintenance standard.

#### **Tier 1**

**Description:** High expectation and visibility. Demand for a quality play surface is essential for the games to be played. These fields are not to be used as practice areas and will be maintained at the highest safety and aesthetic standards.

#### **Tier 2**

**Description:** Tier 2 fields are commonly used for a variety of purposes. These fields may be used for sports events or even non-sports related events. The parks departments will maintain these fields to a public safety standard with a secondary emphasis on maintaining high aesthetic values. These fields may also serve a specific neighborhood for kite flying, Frisbee or other types of non-organized play. These fields may be used as practice sites but would be better used for games.

#### **Tier 3**

**Description:** There may be a limited capital investment to protect. Works well for practice area. Can be scheduled for games when needed. Maintenance will include monitoring safety and basic upkeep. Playability and turf quality are secondary.

#### **Tier 4**

**Description:** Tier 4 fields are classified as synthetic turf fields. These are fields that can be scheduled for play during inclement weather. These are also suited for intense practice of sports.

## EXHIBIT C INDIVIDUAL SITE SPECIFIC AGREEMENTS

For purposes of the site specific agreements in this Exhibit C, the following definitions will apply:

**School Facility Improvements** shall include any capital improvements made to buildings, structures or parking facilities that directly benefit the school operations, regardless of whether the general public also utilizes these improvements. Such capital improvements include, but are not limited to, gymnasiums, the aquatic center and school parking lots. School Facility Improvements are not capital improvements to the playing fields.

**Field Improvements** shall include any capital improvements to the playing fields, including those intended primarily to make fields playable, such as irrigation modifications, large scale sodding of fields, bleachers, and improvements to drainage.

The following site specific agreements are contained herein:

1. TREASURE MOUNTAIN JUNIOR HIGH SCHOOL
2. PARK CITY HIGH SCHOOL FIELD COMPLEX
3. NORTH 40 FIELDS
4. DOZIER FIELD AT PARK CITY HIGH SCHOOL
5. ECKER HILL MIDDLE SCHOOL
6. TRAILSIDE ELEMENTARY SCHOOL
7. JEREMY RANCH ELEMENTARY
8. CITY PARK
9. CREEKSIDE PARK
10. LIBRARY FIELD
11. PARK CITY MUNICIPAL ATHLETIC AND RECREATION CENTER (PC MARC)
12. PARK CITY SPORTS COMPLEX
13. PARK CITY ICE ARENA
14. TRAILSIDE PARK
15. WILLOW CREEK PARK
16. BASIN RECREATION FIELDHOUSE
17. MATT KNOOP MEMORIAL PARK



## **EXHIBIT C-1: TREASURE MOUNTAIN JUNIOR HIGH SCHOOL**

### **Lease/Own**

**PCSD owns the facility. PCMC has entered into a long term lease agreement with PCSD for the use of playing fields and gymnasium located at Treasure Mountain Junior High School (“TMJH”).**

### **Field Maintenance**

PCMC shall keep and maintain the sports field complex and all structures, improvements and equipment which may now or hereafter be on TMJH property in good condition and repair, consistent with standards for similar PCMC and PCSD facilities and the required standards set by the National Federation of High School Sports (NFHS) for Utah High School Activities Association (UHSAA) sanctioned sports. PCMC will pay for all expenses associated with field maintenance activities and repairs within the complex. PCMC will pay for the irrigation water for the playing fields.

PCMC will supply necessary field equipment which includes soccer goals, soccer nets and baseball bases for PCSD use. PCMC does not supply game specific equipment for PCSD use.

In the Spring and Fall, PCMC will perform initial field set up for PCSD use. If PCSD wishes to have PCMC perform field preps outside of regular maintenance PCSD agrees to compensate PCMC for the service at the agreed upon rate.

PCSD will maintain all non-playing field areas and will be responsible for all irrigation water for non-playing field areas.

PCMC shall bear the cost of janitorial services in the exterior restroom building, and trash removal from the complex. PCSD shall bear the costs for repair and maintenance to the restroom infrastructure.

PCMC shall bear the cost of trash removal from the complex.

In the Spring and Fall, TMJH physical education teachers will be given the opportunity to review PCMC parks maintenance schedules on a periodic basis and to respond in order to avoid foreseeable conflicts. The parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with the activities scheduled by the parties.

### **Field Hours of Use**

PCSD will be assured priority in the use of the recreation fields for official school purposes by permitting PCSD to reserve space in advance of PCMC or other groups, and by scheduling PCMC activities during non-school hours and non-sessioned school periods.

Subject to the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the UHSAA, PCMC will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the

Parties, non-school hours shall mean after 5:00 pm Monday through Friday and all day Saturday and Sunday. A non-sessioned school period means the period that school is not in session for summer break as per the official school calendar adopted by PCSD and which is generally from the first week of June till the third week of August. Outside of the school year PCMC will have exclusive rights to schedule and use the field complex.

### **Field Scheduling and Coordination**

Scheduling during PCSD school hours of use will be managed by PCSD personnel in accordance with PCSD policies. PCSD scheduling/use will be communicated to PCMC Field Scheduler.

Scheduling during PCMC hours of use will be managed by PCMC in combination with the Fields and Facilities Joint Use Committee and in accordance with Interagency Field Use Policies adopted by the parties.

The parties will use best efforts to avoid parking conflicts between school functions and field complex activities through communication of calendars and development of parking plans by designated staff.

### **Field Improvements**

PCMC shall not commence construction of new facilities, or demolition of existing structures or improvements without prior written consent from PCSD, which consent will not be unreasonably withheld. (ref. Exhibit E 5.0 (b))

PCSD shall have the right to use any PCMC installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

PCSD may displace recreation improvements for the construction or development of any school facility provided that PCSD gives PCMC twelve (12) months written notice of intent to displace the improvements and compensates PCMC for the current value of improvements. The value may be established by mutual agreement or independent appraisal. (ref. Exhibit E 3.0 (e))

### **School Facility Maintenance**

PCSD shall keep and maintain the school facility and equipment which may now or hereafter be on PCSD property in good condition and repair, consistent with standards for similar PCSD facilities. PCSD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service

PCMC will ensure that school facilities utilized for Park City Recreation Programs will be left in substantially the same condition as existed prior to the scheduled activity.

### **School Facility Scheduling and Hours of Use**

PCSD keeps the master schedule for gymnasiums at TMJH. PCMC will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make TMJH facilities available for use by PCMC on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

PCMC will submit a School Facility Request Form on behalf of SBSRD for purposes of scheduling youth recreation basketball leagues operated by the SBSRD which are considered joint programs between PCMC and SBSRD.

TMJH representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to PCMC facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts and to jointly approve programming operated by PCMC/SBSRD for the benefit of the community.

PCMC will schedule TMJH gymnasium for indoor stakeholders use. Any issues with the stakeholders will be communicated by PCSD to PCMC who will then talk to stakeholder and promptly resolve the issue to the reasonable satisfaction of PCSD. Any fees collected from stakeholders will belong to PCMC.

### **School Facility Improvements**

PCSD shall not commence construction of new facilities, renovation of existing shared use facilities, or demolition of existing shared use structures or improvements without the prior written notification of PCMC so that program adjustments can be made.

### **Compensation Agreement**

PCMC shall be entitled to use gymnasium facilities in the Leased Premises for up to three hundred (300) hours per year at no charge. PCSD will maintain records showing the actual use of the facilities by PCMC.

PCSD will pay actual utility costs and custodial services for the first three hundred (300) hours of gymnasium use. PCMC shall bear the cost of custodial or other support staff, which is required or requested by PCMC in excess of the established work hours of custodial staff.

Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

### **Facility Use Guidelines for Field/Facility Events**

Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Permitting for special events utilizing other TMJH school facilities will be scheduled through PCSD.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

## **EXHIBIT C-2: PARK CITY HIGH SCHOOL FIELD COMPLEX**

### **Lease/Own**

**PCSD owns the facility and PCMC has entered into a long term lease agreement with PCSD for the use of playing fields and the gymnasium located at the Park City High School (“PCHS”) Field Complex. Dozier Field is not included in the lease and nothing in this Site Specific Agreement for the Park City High School Field Complex is intended to apply to it. There is a separate Site Specific Agreement applicable only to Dozier Field.**

### **Field Maintenance**

PCMC shall keep and maintain the sports field complex and all structures, improvements and equipment which may now or hereafter be on the field complex property in good condition and repair, consistent with standards for similar PCMC and PCSD facilities and the required standards set by the NFHS for UHSAA sanctioned sports. PCMC will pay for all expenses associated with field maintenance activities and repairs within the complex. PCMC will pay for the irrigation water for the playing fields.

PCMC will supply necessary field equipment which includes soccer goals, soccer nets and baseball bases for PCSD use. PCMC does not supply game specific equipment for PCSD use.

In the Spring and Fall PCMC will perform initial field set up for PCSD use. If PCSD wishes to have PCMC perform field preps outside of regular maintenance the PCSD agrees to compensate PCMC for the service at the agreed upon rate.

PCSD will maintain all non-playing field areas and will be responsible for all irrigation water for non-playing field areas.

PCMC shall bear the cost of janitorial services in the exterior restroom/concession building, and trash removal from the complex. PCSD shall bear the costs for repair and maintenance to the restroom/concession infrastructure.

PCMC shall bear the cost of trash removal from the complex.

In the Spring and Fall, PCHS physical education teachers will be given the opportunity to review PCMC parks maintenance schedules on a periodic basis and to respond in order to avoid foreseeable conflicts. The parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with the activities scheduled by the parties.

### **Field Hours of Use**

The PCSD will be assured priority in the use of the recreation fields for official school purposes by permitting the PCSD to reserve space in advance of PCMC or other groups and scheduling PCMC activities during non-school hours and non-sessioned school periods.

Subject to the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the UHSAA, PCMC will have exclusive use of the field complex during all non-school hours during



the school year and during non-sessioned school periods. Unless otherwise agreed to by the parties, non-school hours shall mean after 5:00 pm Monday through Friday and all day Saturday and Sunday. A Non-sessioned school period means the period that school is not in session for summer break as per the official school calendar adopted by PCSD. Outside of the school year PCMC will have exclusive rights to schedule and use the field complex.

### **Field Scheduling and Coordination**

Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with PCSD. PCSD scheduling/use will be communicated to PCMC Field Scheduler.

Scheduling during PCMC hours of use will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

The parties will use best efforts to avoid parking conflicts between school functions and field complex activities through communication of calendars and development of parking plans by designated staff.

### **Field Improvements**

PCMC shall not commence construction of new facilities, or demolition of existing structures or improvements without prior written consent from PCSD, which consent will not be unreasonably withheld. (ref. Exhibit E 5.0 (b)) .

PCSD shall have the right to use any PCMC installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

PCSD may displace recreation improvements for the construction or development of any school facility provided that PCSD gives PCMC twelve (12) months written notice of intent to displace the improvements and compensates PCMC for the current value of improvements. The value may be established by mutual agreement or independent appraisal. (ref. Exhibit E 3.0 (e))

### **School Facility Maintenance**

PCSD shall keep and maintain the school facility and equipment which may now or hereafter be on PCSD property in good condition and repair, consistent with standards for similar PCSD facilities. PCSD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service. This is for interior facility space.

PCMC will ensure that school facilities utilized for Park City Recreation Programs will be left in substantially the same condition as existed prior to the scheduled activity.

### **School Facility Scheduling and Hours of Use**

PCSD keeps the master schedule for gymnasiums at PCHS. PCMC will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make PCHS facilities available for use by PCMC on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

PCHS representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to PCMC facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid

foreseeable conflicts and to jointly approve programming operated by PCMC for the benefit of the community.

**School Facility Improvements**

PCSD shall not commence construction of new facilities, renovation of existing shared use facilities, or demolition of existing shared use structures or improvements without the prior written notification of PCMC so that program adjustments can be made.

**Compensation Agreement**

PCMC shall be entitled to use gymnasium facilities in the Leased Premises for up to three hundred (300) hours per year at no charge. PCSD will maintain records showing the actual use of the facilities by PCMC.

PCSD will pay actual utility costs and custodial services for the first three hundred (300) hours of gymnasium use. PCMC shall bear the cost of custodial or other support staff, which is required or requested by PCMC in excess of the established work hours of custodial staff.

Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

**Facility Use Guidelines for Field/Facility Events**

Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Permitting for special events utilizing other PCHS school facilities will be scheduled through PCSD.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

## **EXHIBIT C-3: NORTH 40 FIELDS**

### **Lease/Own**

**PCSD owns the facility. PCMC has entered into a long term lease agreement with the PCSD for the use of playing fields located at the North 40 Fields.**

### **Field Maintenance**

PCMC shall keep and maintain the sports field complex and all structures, improvements and equipment which may now or hereafter be on North 40 property in good condition and repair, consistent with standards for similar PCMC and PCSD facilities and the required standards set by the NFHS for UHSAA sanctioned sports. PCMC will pay for all expenses associated with field maintenance activities and repairs within the complex. PCMC will pay for the irrigation water for the playing fields.

PCMC will supply necessary field equipment which includes soccer goals, and soccer nets for PCSD use. PCMC does not supply game specific equipment for PCSD use.

In the Spring and Fall, PCMC will perform initial field set up for PCSD use. If the PCSD wishes to have PCMC perform field preps outside of regular maintenance, the PCSD agrees to compensate PCMC for the service at the agreed upon rate.

PCSD will maintain all non-playing field areas and will be responsible for all irrigation water for non-playing field areas.

PCMC shall bear the cost of trash removal from the complex.

In the Spring and Fall, TMJH physical education teachers will be given the opportunity to review PCMC parks maintenance schedules on a periodic basis and to respond in order to avoid foreseeable conflicts. The parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with the activities scheduled by the parties.

### **Field Hours of Use**

PCSD will be assured priority in the use of the recreation fields for official school purposes by permitting PCSD to reserve space in advance of PCMC or other groups and scheduling PCMC activities around the times school is in session.

Subject to the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the UHSAA, PCMC will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the parties, non-school hours shall mean after 5:00 pm Monday through Friday and all day Saturday and Sunday. A non-sessioned school period means the period that school is not in session for summer break. Outside of the school year, PCMC has exclusive rights to schedule and use the field complex.

### **Field Scheduling and Coordination**

Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with PCSD policies.

Scheduling during PCMC hours of use will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

The parties will make best effort to avoid parking conflicts between school functions and field complex activities through communication of calendars and development of parking plans by designated staff.

### **Field Improvements**

PCMC shall not commence construction of new facilities, or demolition of existing structures or improvements without prior written consent from PCSD, which consent will not be unreasonably withheld. (ref. Exhibit E 5.0 (b))

PCSD shall have the right to use any PCMC installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

PCSD may displace recreation improvements for the construction or development of any school facility provided that PCSD gives PCMC twelve (12) months written notice of intent to displace the improvements and compensates PCMC for the current value of improvements. The value may be established by mutual agreement or independent appraisal. (ref. Exhibit E 3.0 (e))

### **Compensation Agreement**

Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

### **Facility Use Guidelines for Field Events**

Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Local and out of area user group events are appropriate at this venue. An effort will be made to limit the scheduling of adult sports.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing.



## **EXHIBIT C-4: DOZIER FIELD AT PCHS**

### **Lease/Own**

PCSD owns, operates and maintains Dozier Field at PCHS. PCSD has agreed to allow PCMC to schedule the facility for community use and recreation programs.

### **Field Maintenance**

PCSD shall keep and maintain the Dozier Field complex and all structures, improvements and equipment which may now or hereafter be on Dozier Field property in good condition and repair, consistent with standards for similar PCSD facilities and the required standards set by the NFHS for UHSAA sanctioned sports.

PCMC will provide all set up, maintenance, and cleaning for any PCMC event. PCMC shall bear the cost of janitorial services in the restroom building and trash removal from the complex after any PCMC sponsored event.

PCSD will provide all set up, maintenance, and cleaning for any PCSD event. PCSD shall bear the cost of janitorial services in the restroom building and trash removal from the complex after any PCSD sponsored event.

PCSD will provide any snow removal at its discretion. PCMC will not provide any snow removal.

PCSD will supply necessary field equipment which includes goals, nets and corner flags for both PCSD and PCMC use. Club sports, such as lacrosse, shall be subject to an additional charge for field fencing.

The concession stand and press box (lights, P.A. system and scoreboard) at Dozier field will not be made available for non-school events other than if PCSD approves use on an event by event basis.

### **Field Hours of Use**

PCSD will be assured priority in the use of Dozier Fields for official school purposes by permitting PCSD to reserve space in advance of PCMC or other groups and scheduling PCMC activities around the times school is in session.

Subject to the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the UHSAA , PCMC will schedule use of Dozier Field for those periods not scheduled by PCSD.

Any requests for field lighting must be approved by PCSD.

Facility locked when not in use limiting public access. If access is needed contact PCSD or PCMC.

### **Field Scheduling and Coordination**

PCSD keeps the master schedule for Dozier Field. The PCSD has scheduling priority on Dozier Field. A “Request for Use of School Facilities” must be filled out and submitted for non-school activities not programmed by PCMC. PCMC will communicate field use schedules to PCSD Athletic Director.

PCSD will schedule all school events through PCSD staff scheduling for each quarter. Remaining open times during non-sessioned school periods will be available for scheduling by PCMC. All scheduling handled by Park City Recreation will be clearly communicated with the PCSD Athletic Director to confirm availability and to give notification to PCSD of use dates.

### **Compensation Agreement**

Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. There will be no charge for PCMC, PCSD or SBSRD sponsored programs approved by PCMC/PCSD.

Any visitor event or special event fees will be collected by PCMC. The collected fees will be split after expenses: seventy five percent (75%) to PCMC and and twenty five percent (25%) to PCSD. Any requests for fee waivers must be agreed to by both PCMC and PCSD.

The fees for above mentioned visitor events are set with agreement between PCMC and PCSD. For Dozier Field, there is an additional fee for use of the “gate” option if an event chooses to charge entry fees. Additional fees apply for field fencing, and use of the press box, lights and/or concession stand. Refer to PSCD Fee Schedule for additional fees

Should PCSD want to schedule use of Dozier for a home, visitor or special event during summer hours or school year evening hours, it will notify Park City Recreation to verify scheduling. PCSD would then take responsibility for contracts, fees and collection, set up, maintenance and clean-up of the event. PCSD would also have the right to waive any fees for use of facility without PCMC agreement.

### **Field Improvements**

Any improvements needed or desired at Dozier Field will be exclusively handled by PCSD.

### **Parking**

Parking for users at Dozier Field is limited to the parking lots which are marked for parking. The gates on the Lucky John Drive side of the field will not be opened for non-school events unless approved by PCMC and PCSD.

### **Facility Use Guidelines for Events**

Permitting for special events will be restricted to non-school hours during the school year and during non-sessioned school periods and must be approved by PCSD.

Portable fencing is required at this venue for events and games. It is the responsibility of PCSD to set up and remove the fencing.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Special Event Planning Guide for more detailed information on permit processing.

## **EXHIBIT C-5: ECKER HILL MIDDLE SCHOOL**

### **Lease/Own.**

SBSRD has entered into a long term lease agreement with the PCSD for the use of playfields and reasonable public access to the swimming pool, Exhibit F (the “Lease”). In addition, the PCSD will provide to the public reasonable access to the gymnasium at EHMS, which the PCSD owns and maintains, at times that will not conflict with use by PCSD for educational purposes.

### **Field Maintenance.**

SBSRD shall keep and maintain the sports field complex and all structures, improvements and equipment which may now or hereafter be on EHMS property in good condition and repair, consistent with standards for similar SBSRD and PCSD facilities. SBSRD will pay for all expenses associated with field maintenance activities and repairs within the complex. PCSD will pay for water. Water connections have been established to provide additional water through alternative service providers in the event of a drought or other system failure. The Parties will negotiate in good faith to share the expense of additional water.

SBSRD shall bear the cost of janitorial services in the recreation out-buildings, and trash removal from the complex. PCSD will bear the cost of dumpster fees. At such time PCSD believes the impact of garbage generated as a result of field complex activity is in excess of standard dumpster capacity, the Parties will agree on the location of an additional dumpster to be paid for at the sole expense of SBSRD.

In the Spring and Fall, EHMS physical education teachers will be given the opportunity to review SBSRD parks maintenance schedules and respond in order to avoid foreseeable conflicts. The Parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with the activities scheduled by the Parties.

SBSRD shall bear the cost of winter trails grooming at EHMS for the benefit of students and the public.

### **Field Hours of Use.**

The PCSD will have exclusive use of the field complex from 6:00 a.m. through 4:00 pm, Monday through Friday each week during days that school is in session unless otherwise mutually agreed upon with the SBSRD.

SBSRD will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the Parties, non-school hours shall mean after 4:00 pm and prior to 6:00 a.m. Monday through Friday and all day Saturday and Sunday. A non-sessioned school period means the period that school is not in session for summer break which is generally from June 15 to August 15 and published school breaks during the academic year.

### **Field Scheduling and Coordination**

Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with PCSD policies.



Scheduling during SBSRD hours of use will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the Parties.

The Parties will make best efforts to avoid parking conflicts between school functions and field complex activities through communication of calendars and development of parking plans by designated staff.

### **Field Improvements.**

Neither PCSD nor SBSRD shall commence construction of new facilities, renovation of existing facilities, or demolition of existing structures or improvements without the prior written consent from the other, which consent shall not be unreasonably withheld.

In May of 2008, the Park City School Board granted permission to SBSRD to make hardscape improvements in the areas adjacent to bleacher seating and behind backstops. Said improvements to be made at the sole expense of the SBSRD.

In June of 2008, the Park City School Board granted permission to SBSRD for improvement of expanded field space on the south west end of the Pinebrook field. Said improvement to be made at the sole expense of the SBSRD and maintained under the terms of this Agreement.

PCSD shall have the right to use any SBSRD installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

### **Playground**

SBSRD will monitor safety and provide weekly inspections and maintenance to the playground equipment and safety surface at no charge to PCSD. Replacement of bark within the fall zone will be provided by SBSRD.

### **School Facility Maintenance**

PCSD shall keep and maintain the school facility and equipment which may now or hereafter be on PCSD property in good condition and repair, consistent with standards for similar PCSD facilities. PCSD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service. Repair of joint use areas shared within the school will be in accordance with section 7 of the General Guidelines for Joint Use.

SBSRD will ensure that school facilities utilized for SBSRD programs will be left in substantially the same condition as existed prior to the scheduled activity.

### **School Facility Scheduling and Hours of Use**

SBSRD will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make EHMS facilities available for use by SBSRD on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

EHMS representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to SBSRD facility use schedules at the

beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts and to jointly approve programming operated by SBSRD for the benefit of EHMS students.

SBSRD will schedule EHMS gymnasium for indoor Stakeholders use. Any issues with the Stakeholders will be communicated by PCSD to SBSRD who will then talk to Stakeholder. Any fees collected from Stakeholders will belong to SBSRD.

### **Gym Use**

SBSRD shall be entitled to use gymnasium facilities for up to three hundred (300) hours per year at no charge. PCSD will maintain records showing the actual use of the facilities by SBSRD.

PCSD will pay actual utility costs and custodial services for the first three hundred (300) hours of gymnasium use. SBSRD shall bear the cost of custodial or other support staff, which is required or requested by SBSRD in excess of the established work hours of custodial staff.

### **Aquatic Center**

PCSD has adopted the PCSD Administrators' Manual which outlines three priority uses of the Aquatic Center, as follows: (1) District Instructional Facility during the school day; (2) Community Recreation Programs before and after school, evenings, weekends and holidays, and; (3) Home pool for PCHS Swimming.

The Aquatic Center schedule is published on the PCSD website, listing hours for public programs and activities including, but not limited to, Open Swim, Lap Swim, Master Swim, Tiny Tot, and water fitness classes.

### **School Facility Improvements**

PCSD shall not commence construction of new facilities, renovation of existing shared use facilities, or demolition of existing shared use structures or improvements without the prior written notification of the SBSRD so that program adjustments can be made.

### **Compensation Agreement**

PCSD will provide SBSRD with use of EHMS school facilities for youth basketball programs and camps held during school break periods at no charge. There will be no charge for other SBSRD programs deemed by the school principal to directly benefit students of EHMS. Consideration of fee waivers for other SBSRD sponsored programs or events approved in response to a facilities request application submitted by SBSRD will be determined on a case by case basis by PCSD.

SBSRD shall bear the cost of custodial or other support staff for its programs, which is required or requested by either SBSRD or PCSD in excess of the established work hours of custodial staff.

At such time PCSD budgets for the resurfacing of the gymnasium floor, PCSD will notify SBSRD so that consideration of a monetary contribution toward the resurfacing may be considered in the budget adopted by the SBSRD.

Field Use Fees will be charged by SBSRD in accordance with fee schedules adopted by the SBSRD. Revenues will be used for upkeep of Field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

SBSRD will utilize Ecker Hill Aquatic Center pool facilities for summer and school break camp activities during open plunge pool hours established by PCSD. SBSRD will pay PCSD on a per participant basis at the established resident rate.

**Facility Use Guidelines for Field/Facility Events**

Permitting for special events utilizing Field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Permitting for special events utilizing other EHMS school facilities will be scheduled through PCSD.

SBSRD and Aquatic Center staff will coordinate in the calendaring of special events and activities in an effort to manage parking demands at this site.

Local and out of area user group events are appropriate at this venue.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

## **EXHIBIT C-6: TRAILSIDE ELEMENTARY SCHOOL**

### **Lease/Own.**

PCSD owns Trailside Elementary (TSE) facilities.

### **Field Maintenance.**

SBSRD shall maintain the playfields, specifically excluding the baseball field, according to field maintenance standards adopted by the SBSRD. SBSRD will pay for all expenses associated with field maintenance activities and repairs within the playfield area except any irrigation or irrigation-associated repairs. PCSD will pay for water.

SBSRD will be responsible for trash removal from the playfield area at TSE to dumpsters at Trailside Park.

In the Spring and Fall, the TSE principal, or designee, will be given the opportunity to review SBSRD parks maintenance schedules and to identify foreseeable conflicts. The Parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with physical education, recess activities and special events.

### **Field Hours of Use.**

PCSD will have exclusive use of the playfields from 6:00 a.m. through 4:00 pm, Monday through Friday each week during days that school is in session unless mutually agreed upon with SBSRD.

SBSRD will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the Parties, non-school hours shall mean after 4:00 pm and prior to 6:00 a.m. Monday through Friday and all day Saturday and Sunday. A non-sessioned school period means the period that school is not in session for summer break which is generally from June 15 to August 15 and published school breaks during the academic year.

### **Field Scheduling and Coordination**

Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with PCSD policies.

Scheduling during SBSRD hours of use will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the Parties.

The Parties will make best efforts to avoid parking conflicts between school functions, playfields, and shared parking at Trailside Park through communication of calendars and development of parking plans by designated staff.

### **Field Improvements.**

Neither PCSD nor SBSRD shall commence construction of new facilities, renovation of existing facilities, or demolition of existing structures or improvements without the prior written consent from the other, which consent shall not be unreasonably withheld.

PCSD shall have the right to use any SBSRD installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

### **School Facility Maintenance**

PCSD shall keep and maintain the school facility and equipment which may now or hereafter be on PCSD property in good condition and repair, consistent with standards for similar PCSD facilities. PCSD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service. Repair of joint use areas shared within the school will be in accordance with section 7 of the General Guidelines for Joint Use.

SBSRD will ensure that school facilities utilized for SBSRD Programs will be left in substantially the same condition as existed prior to the scheduled activity. SBSRD shall bear the cost of custodial or other support staff for SBSRD programs, which is required or requested by either Party in excess of the established work hours of custodial staff.

### **School Facility Scheduling and Hours of Use**

SBSRD will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make TSE facilities available for use by SBSRD on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

TSE representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to SBSRD facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts and to jointly approve programming operated by SBSRD for the benefit of TSE students.

SBSRD will schedule TSE gymnasium for indoor Stakeholders use. Any issues with the Stakeholders will be communicated by PCSD to SBSRD who will then talk to Stakeholder and promptly resolve the issue to the reasonable satisfaction of PCSD. Any fees collected from Stakeholders will belong to SBSRD.

### **School Facility Improvements**

PCSD shall not commence construction of new facilities, renovation of existing shared use facilities, or demolition of existing shared use structures or improvements without the prior notification of the SBSRD so that program adjustments can be made.

### **Shared Parking**

SBSRD and PCSD mutually agree to allow shared use of parking under the following terms and conditions. PCSD desires to use property of SBSRD located at 5715 Trailside Drive as a public parking area during PCSD sponsored events. PCSD administrators at TSE shall provide 48 hour notice to SBSRD prior to any school event that may require overflow parking. SBSRD desires to use property of PCSD at TSE as a public parking area at such times the field facility or

gymnasium are programmed by the SBSRD after school hours and on weekends and during non-sessioned school periods.

**Compensation Agreement**

PCSD will provide SBSRD with use of TSE school facilities for youth basketball programs and camps held during school break periods at no charge. There will be no charge for other SBSRD programs deemed by the school principal to directly benefit students of TSE. Consideration of fee waivers for other SBSRD sponsored programs or events approved in response to a facilities request application submitted by SBSRD will be determined on a case by case basis by PCSD.

SBSRD shall bear the cost of custodial or other support staff, which is required or requested by either SBSRD or PCSD in excess of the established work hours of custodial staff.

Field Use Fees will be charged by SBSRD in accordance with fee schedules adopted by SBSRD. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

**Facility Use Guidelines for Field/Facility Events**

Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Permitting for special events utilizing other TSE school facilities will be scheduled through PCSD.

Local and out of area user group events are appropriate at this venue.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.



## **EXHIBIT C-7: JEREMY RANCH ELEMENTARY SCHOOL**

### **Lease/Own.**

PCSD owns Jeremy Ranch Elementary (JRE) facilities.

### **Field Maintenance.**

SBSRD shall maintain the playfields according to field maintenance standards adopted by the SBSRD. The SBSRD will pay for all expenses associated with field maintenance activities and repairs within the playfield area except any irrigation or irrigation-associated repairs. PCSD will pay for water.

SBSRD will be responsible for trash removal from the playfield area to dumpsters at JRE.

In the Spring and Fall, the JRE principal, or designee, will be given the opportunity to review SBSRD parks maintenance schedules in order to identify any foreseeable conflicts. The Parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with physical education, recess activities and special events.

### **Field Hours of Use.**

PCSD will have exclusive use of the playfields from 6:00 a.m. through 4:00 pm, Monday through Friday each week during days that school is in session unless mutually agreed upon with SBSRD.

SBSRD will have exclusive use of the field during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the Parties, non-school hours shall mean after 4:00 pm and prior to 6:00 a.m. Monday through Friday and all day Saturday and Sunday. The school year shall mean that period from August 15 to June 15.

### **Field Scheduling and Coordination**

Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with PCSD policies.

Scheduling during SBSRD hours of use will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

The Parties will make best effort to avoid parking conflicts between school functions and playfields through communication of calendars and development of parking plans by designated staff.

### **School Facility Scheduling and Hours of Use**

SBSRD will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make JRE facilities available for use by SBSRD on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

JRE representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to SBSRD facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts and to jointly approve programming operated by SBSRD for the benefit of JRE students.

SBSRD will schedule JRE gymnasium for indoor Stakeholders use. Any issues with the Stakeholders will be communicated by PCSD to SBSRD who will then talk to Stakeholder and promptly resolve the issue to the reasonable satisfaction of PCSD. Any fees collected from Stakeholders will belong to SBSRD.

### **Field Improvements.**

Neither PCSD nor SBSRD shall commence construction of new facilities, renovation of existing facilities, or demolition of existing structures or improvements without the prior written consent from the other, which consent shall not be unreasonably withheld.

PCSD shall have the right to use any SBSRD installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

### **Compensation Agreement**

SBSRD shall bear the cost of custodial or other support staff, which is required or requested by either SBSRD or PCSD in excess of the established work hours of custodial staff.

Field Use Fees will be charged by SBSRD in accordance with Interagency Field Use Policies. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

### **Facility Use Guidelines for Field Events**

Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Local and out of area user group events are appropriate at this venue.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing

PCSD has granted an Access Agreement to SBSRD to the East Canyon trailhead.

## **EXHIBIT C-8: CITY PARK**

### **Lease/Own**

PCMC owns, operates and maintains City Park.

### **Maintenance**

PCMC shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by PCMC. PCMC will pay for all expenses associated with park maintenance activities, repairs and water.

### **Hours of Use**

Each park amenity and facility has its own hours of operation. City Park is closed from 2 a.m. to 6 a.m. seven (7) days a week.

### **Scheduling and Coordination**

Scheduling of City Park facilities will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

Scheduling of City Park facilities (Skate Park, Pavilions, Gazebo Area, Basketball, Jack Sutton Field, Rugby Field, Volleyball and Tennis Courts) will be managed by Park City Recreation. Other than pavilions and volleyball courts on the North End,, the facilities are not generally available for exclusive use with the exception of special events approved by PCMC and programs sponsored by Park City Recreation.

### **Improvements**

PCMC will be solely responsible for all City Park improvements.

### **Compensation**

City Park facility fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD or SBSRD sponsored programs approved by PCMC in response to a facility use application submitted by PCSD or SBSRD.

### **Facility Use Guidelines for Events**

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing.

## **EXHIBIT C-9: CREEKSIDE PARK**

### **Lease/Own**

PCMC owns, operates and maintains Creekside Park.

### **Maintenance**

PCMC shall maintain the dirt jump park, facilities and amenities according to maintenance standards adopted by PCMC. PCMC will pay for all expenses associated with park maintenance activities, repairs and water.

### **Hours of Use**

Creekside Park is closed from 2 a.m. to 6 a.m., seven (7) days a week.

### **Scheduling and Coordination**

Dirt Jump Park: Park City Recreation sponsored programs have first priority and are the only entity that is permitted to have exclusive use of the facility. Scheduling will be managed by PCMC.

Playground and Pavilion: These facilities are not available for exclusive use.

### **Improvements**

PCMC will be solely responsible for all Creekside Park improvements.

### **Compensation**

Creekside Park facility fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council.

### **Facility Use Guidelines for Events**

Local and out of area user group events are generally not allowed at this venue.

The facilities are not generally available for exclusive use with the exception of programs sponsored by Park City Recreation.

## **EXHIBIT C-10: LIBRARY FIELD**

### **Lease/Own**

PCMC owns, operates and maintains the Library Field. There is a third-party preservation easement on this parcel that limits potential improvements. This easement is held by Summit Lands Conservancy.

### **Maintenance**

PCMC shall maintain the Library Field to maintenance standards adopted by PCMC. PCMC will pay for all expenses associated with park maintenance activities, repairs and water.

### **Hours of Use**

The Library Field is closed from 2 a.m. to 6 a.m., seven (7) days a week.

### **Scheduling and Coordination**

The field is not available for scheduled local or out of area events. The field is unscheduled and open for public use by anyone.

### **Improvements**

PCMC will be solely responsible for all Library Field improvements. Approval is required from Summit land Conservancy

### **Facility Use Guidelines for Events**

Local and out of area user group events are generally not allowed at this venue.

The facilities are not available for exclusive use.

**EXHIBIT C-11: PARK CITY MUNICIPAL ATHLETIC & RECREATION  
CENTER  
(PC MARC)**

**Lease/Own**

PCMC owns, operates and maintains the Park City Municipal Athletic & Recreation Center (PC MARC).

**Maintenance**

PCMC shall keep and maintain the PC MARC facility and equipment in good condition and repair, consistent with standards for similar PCMC facilities. PCMC will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service.

**PC MARC Scheduling and Hours of Use**

PCMC will establish standard hours of operation. Generally, the PC MARC will be open seven (7) days a week, with reduced hours or full closure on holidays, as noticed.

Scheduling will be managed by PCMC. PCMC programs will have first priority. PCSD along with other stakeholders and local residents will have second priority with outside entities having remaining time on a space available basis.

**Improvements**

PCMC will be responsible for all PC MARC improvements.

**Compensation Agreement**

PCMC will provide PCSD with use of the tennis facilities for Park City High School Tennis Teams during approved in-season hours as specified in “scheduling and hours of use,” above. The courts may be used for team practices at no charge. PCSD will compensate PCMC for match/tournament play at the per court/per hour resident rate.

Use of the PC MARC by Park City High School Athletics during the off-season, or other than established in-season hours of use, will be paid for according to the PC MARC approved fee schedule.

PCMC will provide PCSD with use of facilities for pre-scheduled PCSD gym classes. PCSD will compensate PCMC for facility usage and fees associated with this use.

Consideration of fee waivers for PCSD sponsored programs or events approved in response to a facilities request application submitted by PCSD will be determined on a case by case basis by PCMC.

PCMC will provide SBSRD use of the PC MARC gymnasium at no charge for a maximum of 130 hours during the months of October through February. This use is for youth recreation basketball programs.



The PC MARC gymnasium & Tennis Courts may be used for special events which may limit public access to these facilities.

PC MARC facility fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council.

**Facility Use Guidelines for Events**

The regular and routine business of the PC MARC, Recreation Department and PCMC shall receive primary use including but not limited to open or drop-in play, tournaments, organized programs and community sponsored celebrations.

Additional uses prioritized as follows:

1. Community events or celebrations held specifically for residents of the community.
2. Fundraising activities held to benefit local non-profit organizations
3. Outside uses that would be of a public nature and have an economic benefit to PCMC
4. Outside private uses with restricted admission that would have an economic benefit to the City.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

## **EXHIBIT C-12: PARK CITY SPORTS COMPLEX**

### **Field Lease/Own.**

PCMC owns, operates and maintains Park City Sports Complex. The Deed related to this property limits the use of the property to educational, open and recreation uses.

### **Field Maintenance.**

PCMC shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by PCMC which meet the required standards set by the NFHS for UHSAA sanctioned sports. PCMC will pay for all expenses associated with park maintenance activities, repairs, snow removal and water

Snow may be removed from the Sportex Field at the discretion of the City.

### **Field Hours of Use.**

Park City Sports Complex has four fields of which two have lights. The non-lighted fields will be open from dawn to dusk and the two lighted fields will be open from dawn to 11 p.m., seven days a week.

### **Lighting Management Plan - Park City Sports Complex –(8-16-06)**

The sports lights on fields C and D at the Complex will be operated by Park City Recreation. During daylight savings hours (March to October) no games will be scheduled past 9 p.m. and the game should be completed before approximately 10 PM. The lights will be turned off thirty (30) minutes after the last game, and no later than 11 PM. From November through February the Sportex (artificial grass) field may be cleared of snow and available for use. If field lights are needed then they must be turned off a half hour after the last scheduled use and no later than 8 p.m.

The parking lot lights are arranged on the site to provide the minimum lighting necessary for ingress and egress to the buildings. The lights at the Ice Rink parking lot and overflow lot will be used every night throughout the year.

The management of all of the lights at the Sports Complex will be subject to change by the Police Chief, Chief Building Inspector, Fire Marshall, Fire Chief, City Manager, and/or City Council and as may be regulated for use by any Federal, State or City codes and ordinances.

### **Field Scheduling and Coordination**

Scheduling of field facilities will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

### **Field Improvements.**

PCMC will be solely responsible for all Park City Sports Complex improvements.

### **Field Compensation**

Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD or SBSRD sponsored programs approved by PCMC in response to a field use application

submitted by PCSD or SBSRD. PCMC acknowledges the \$50,000 gift from the PCSD to help complete the Sportex field.

**Facility Use Guidelines for Events**

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

## **EXHIBIT C-13: PARK CITY ICE ARENA**

### **Lease/Own.**

PCMC owns, operates and maintains the Park City Ice Arena in accordance with the Inter-local Cooperative Agreement for Regional Ice Facility with the SBSRD dated August 26, 2004 (Exhibit G) . The Deed related to this property limits the use of the property to educational, open and recreation uses.

### **Maintenance.**

PCMC shall keep and maintain the Ice Arena and equipment in good condition and repair, consistent with standards for similar PCMC facilities. PCMC will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service.

### **Scheduling and Hours of Use.**

Hours of operation are based on the demand for ice. Generally, the Ice Arena will be open seven days a week, with possible reduced hours or full closure on some holidays and for scheduled maintenance.

Scheduling will be managed by PCMC. PCMC programs will have first priority after events are scheduled. SBSRD along with Stakeholders and local residents will have second priority. Outside entities may use the facility on a space available basis.

Ice programs and ice events sponsored by the facility take priority. All events must comply with the deed restrictions of this property requiring use to be recreational or educational, and with the Ice Strategic Plan adopted by PCMC.

### **Improvements.**

PCMC will be responsible for all Ice Arena improvements.

### **Compensation Agreement**

Use of the Ice Arena by those who live or work in Summit County qualify for local resident rates. Residents of Wasatch Counties also qualify for local rates.

Under the terms of the Interlocal Agreement for Ice, SBSRD will make an annual contribution to the Capital Replacement Reserve Fund. Per Exhibit G1 Letter of Consent: “The District and the City agree to review the amount of annual contribution and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations to the Ice Facility Reserve Fund, the CRRF and the Expansion Fund.”

Use of the Ice Arena by Park City School groups will be paid for according to the Park City Ice Arena approved fee schedule.

PCMC will provide PCSD with use of facilities for pre-scheduled PCSD gym classes. PCSD will compensate PCMC for facility usage according to the Park City Ice Arena approved fee schedule.

Consideration of fee waivers for PCSD sponsored programs or events approved in response to a facilities request application submitted by PCSD will be determined on a case-by-case basis by PCMC.

### **Facility Use Guidelines for Events**

Local and out of area user group events are appropriate at this venue.

Events will limited to one per month during the peak season (October – March). Events creating significant program interruption will be limited to non-peak seasons (April – September).

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

## **EXHIBIT C-14: TRAILSIDE PARK**

### **Lease/Own.**

SBSRD owns, operates and maintains Trailside Park.

### **Maintenance.**

SBSRD shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by SBSRD. SBSRD will pay for all expenses associated with park maintenance activities, repairs and water.

### **Hours of Use.**

Trailside Park is open dawn to dusk, seven (7) days a week.

Meeting rooms are available 7 a.m. to 10 p.m., seven (7) days a week.

### **Scheduling and Coordination**

Scheduling of field facilities will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the Parties.

Scheduling of the Trailside Park facilities (Bike Park, Skate Park, Pavilions, Tennis and Volleyball courts) will be managed by SBSRD. Other than pavilions, the facilities are not generally available for exclusive use with the exception of special events approved by SBSRD.

PCSD and PCMC may submit a Trailside Meeting Room Request Form for community education based activities according to SRSRD policy. SBSRD will make Trailside meeting facilities available for use by PCSD and PCMC on a space available basis after the scheduling requirements for SBSRD programs have been met. SBSRD will respond as to the acceptance, denial or changes to each request in a timely manner.

### **Shared Parking**

PCSD and SBSRD will make best efforts to avoid parking conflicts between park functions, school functions and shared parking at Trailside Park and/or TSE through communication of calendars and development of parking plans by designated staff.

PCSD and SBSRD mutually agree to allow shared use of parking under the following terms and conditions. PCSD desires to use property of SBSRD located at 5715 Trailside Drive as a public parking area during PCSD sponsored events. PCSD administrators at TSE shall provide 48 hour notice to SBSRD prior to any school event that may require overflow parking.

### **Improvements.**

SBSRD will be solely responsible for all Trailside Park improvements, subject to the Summit County Conditional Use Permit process.

### **Compensation**

Field Use Fees will be charged by SBSRD in accordance with schedules adopted by the SBSRD. Revenues will be used to for upkeep of Field facilities. There will be no charge for PCSD or



PCMC sponsored programs approved by SBSRD in response to a field use application submitted by PCSD or PCMC.

### **Facility Use Guidelines for Events**

Local and out of area user group events are appropriate at this venue.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

## **EXHIBIT C-15: WILLOW CREEK PARK**

### **Lease/Own.**

SBSRD owns, operates and maintains Willow Creek Park.

### **Maintenance.**

SBSRD shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by SBSRD. SBSRD will pay for all expenses associated with park maintenance activities, repairs and water.

SBSRD maintains the winter trails grooming program in and around Willow Creek Park. Budget and weather permitting, SBSRD maintains a portion of the one acre pond for ice skating.

### **Hours of Use.**

Willow Creek Park is open dawn to dusk, seven (7) days a week.

Ice skating/winter pond use/ Nordic skiing are free and open to the public.

### **Scheduling and Coordination**

Scheduling will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

### **Improvements.**

SBSRD will be solely responsible for all Willow Creek Park improvements, subject to the Summit County Conditional Use Permit process.

### **Compensation**

Field Use Fees will be charged by SBSRD in accordance with schedules adopted by SBSRD. Revenues will be used to for upkeep of Field facilities. There will be no charge for PCSD or PCMC sponsored programs approved by SBSRD in response to a field use application submitted by PCSD or PCMC.

### **Facility Use Guidelines for Events**

Local and out of area user group events are appropriate at this venue. However, no two out of area user group events will be programmed at this venue on back-to-back weekends.

Due to the proximity of the community-wide trail system to this venue, park and trail events will be managed to avoid potential conflicts.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

## **EXHIBIT C-16: BASIN RECREATION FIELDHOUSE**

### **Lease/Own.**

SBSRD owns, operates and maintains the Basin Recreation Fieldhouse.

### **Maintenance.**

SBSRD shall keep and maintain the Fieldhouse facility and equipment which may now or hereafter be on SBSRD property in good condition and repair, consistent with standards for similar SBSRD facilities. SBSRD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service.

### **Fieldhouse Scheduling and Hours of Use**

SBSRD will establish standard hours of operation. Generally, the Fieldhouse will be open seven (7) days a week, with reduced hours or full closure on holidays, as noticed.

Scheduling will be managed by SBSRD. SBSRD programs will have first priority. PCSD along with other stakeholders and local residents will have second priority with outside entities having remaining time on a space available basis.

During the first quarter of the school year, a SBSRD Fieldhouse representative will meet with the PCHS Athletic Director or designee to review and respond to PCSD facility use schedule requests for the current academic year. The purpose of this review is to accommodate in season PCHS Athletic program practices during the hours of 3:00 – 5 p.m., Monday through Thursday. The PCHS Athletic Director will be responsible for allocating time to in-season PCHS sanctioned sports.

### **Improvements**

SBSRD will be responsible for all Fieldhouse improvements.

### **Compensation Agreement**

SBSRD will provide PCSD with use of Fieldhouse facilities for PCHS sanctioned Athletics at no charge during approved in-season hours as specified in “scheduling and hours of use,” above.

Use of the Fieldhouse by High School Athletics during the off-season, or other than established in-season hours of use will be paid for according to the stakeholder fee schedule adopted by SBSRD at the lowest user rate.

SBSRD will provide PCSD with use of Fieldh House facilities for the pre-scheduled PCSD Fifth Grade Track Meet, or for a “rain out” venue on a space available basis at no charge.

Consideration of fee waivers for other PCSD sponsored programs or events approved in response to a facilities request application submitted by PCSD will be determined on a case-by-case basis by SBSRD.

SBSRD will provide PCMC with use of Fieldhouse facilities as a “rain out” venue on a space available basis at no charge.

SBSRD will support the PCSD Park City High Post High School Special Education Program for students with disabilities use of facilities and job training program at no charge to the PCSD or program participants.

### **Facility Use Guidelines for Events**

1. Programs and special events sponsored by SBSRD will take first priority.
  - a. In accordance with CC&R's of the Newpark Development Agreement, SBSRD will utilize the Fieldhouse facility for ten (10) days per calendar year for non-athletic events such as concerts and conventions.
2. PCSD and Stakeholder games/practices will take second priority.
  - a. Reservations by Stakeholder groups may be submitted up to six (6) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.
  - b. All PCSD UHSAA sanctioned sports will be given priority from 3-5 p.m. on Mondays-Thursdays during the school year.
  - c. Reservations for Stakeholder activities may be submitted on an ongoing basis and will be scheduled according to space availability and user history.
3. Non-resident groups will take third priority.
  - a. Reservations for non-resident groups may be submitted up to three (3) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.
4. A Fieldhouse Use Application and Agreement must be submitted to SBSRD at the time the reservation is made.
  - a. **Deposits:** Reservations require a fifty percent (50%) deposit at the time of reservation confirmation.
  - b. **Final Payment:** Final payment for facility use is due twenty-four (24) hours prior to occupancy. Special final payment arrangements will be considered at the request of Stakeholder groups reserving large blocks of time.
  - c. **Cancellations:** If a reserved facility is cancelled within forty-eight (48) hours prior to use, the entire fee will be forfeited. If, due to unforeseen circumstances, a cancellation is initiated by SBSRD staff, the reservation holder will be given a full refund for that specific date or SBSRD will provide a credit toward a mutually agreed upon future reservation.
5. Proof of local status is required for advanced reservations and to qualify for local user fees.

## **EXHIBIT C-17: MATT KNOOP MEMORIAL PARK**

### **Lease/Own.**

SBSRD owns, operates and maintains Matt Knoop Memorial Park.

### **Maintenance.**

SBSRD shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by SBSRD. SBSRD will pay for all expenses associated with park maintenance activities, repairs and water.

SBSRD maintains the winter trails grooming program in and around Matt Knoop Memorial Park.

### **Hours of Use.**

Matt Knoop Memorial Park is open dawn to dusk, seven (7) days a week.

### **Scheduling and Coordination**

Scheduling will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the Parties.

### **Improvements.**

SBSRD will be solely responsible for all Matt Knoop Memorial Park improvements, subject to the applicable Summit County permit process.

### **Compensation**

Field Use Fees will be charged by SBSRD in accordance with schedules adopted by SBSRD. Revenues will be used to for upkeep of Field facilities. There will be no charge for PCSD or PCMC sponsored programs approved by SBSRD in response to a field use application submitted by PCSD or PCMC.

### **Facility Use Guidelines for Events**

Local and out of area user group events are appropriate at this venue. However, no two (2) out of area user group events will be programmed at this venue on back-to-back weekends.

Due to the proximity of the community-wide trail system to this venue, park and trail events will be managed to avoid potential conflicts.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

## **Exhibit D**

# **INTERAGENCY FIELD USE POLICIES**

### **Definitions**

1. **Field Agencies:** Those organizations who own, operate and maintain Fields in Park City and the Snyderville Basin:  
(For a complete listing of field inventory see Exhibit A.)

Park City School District  
Snyderville Basin Special Recreation District  
Park City Municipal Corporation Recreation Services

2. **Interlocal Agreement and Joint Use Agreements:** An agreement between two (or more) Field Agencies which govern site specific field use policies including, but not limited to application procedures, priority of use, hours of operation and field maintenance responsibilities.
3. **Joint Use Committee:** A committee comprised of two (2) representatives of each Field Agency, appointed by their respective governing boards, to monitor and make determinations of best management practices related to field use.
4. **“Local” User:** Groups with a Park City area mailing address, 84060, 84068 and/or 84098. Local Club sports, established as “stakeholders” participating in league play must demonstrate to the Field Agencies that 75% of participants reside within the Park City School District boundaries.
5. **“Out of Area” User:** Day visitors and corporate groups based outside the boundaries of the Field Agencies. Out of Area Users must apply under the Special Event Application and pay applicable fees.
6. **Season:** The Field Agencies define the playing season for local sport field use as any consecutive four (4) month time period between mid-April through the third week of October, subject to spring and fall weather conditions. Generally, spring/summer season is mid-April through mid-July; summer/fall season is mid-July through mid-October. Reservations will be considered during this time.
7. **Field Rest:** A program in which a field may be taken out of play for at least one (1) season or until the field is deemed playable by the Field Agency, up to a maximum length of one (1) year. Rest will be recommended when a field is identified as overused, after all attempts at coring, seeding and other standard agricultural practices have not produced “acceptable grass coverage” because there is not sufficient time for grass to reestablish and mature.
8. **Acceptable Grass Coverage:** Determination of acceptable grass coverage is based on visual and technical assessment that evaluates turf density, color, cut, moisture level and



compaction. If there is dirt showing, the density of the grass has been reduced to an unacceptable level and field rest or remediation is recommended.

9. Tier System:. The classification of fields by the Field Agencies according to the use, expectation, and impact of play. Parks and Recreation staff will review field classifications annually. Resource allocation can be expected to vary between tiers. The Tier System is designed to selectively raise the quality of specific fields through limited programming and public education. (Ref. Exhibit B, Joint Use Agreement between SBSRD, PCSD, PCMC, amended April, 2012.)
10. Cancellation Matrix: A decision matrix designed to establish consistency between the Field Agencies in considering alternative courses of action prior to the decision to cancel a scheduled game due to inclement weather (attached as Exhibit B). The Field Agencies acknowledge variations between the venues that may factor into the decision, including micro-climates and field drainage.

## **Purpose**

The Field Agencies established these policies to guide Parks and Recreation personnel in field management practices. The Field Agencies may alter, change, and add any rules they deem necessary to provide all citizens and field user groups of the greater Park City area high quality facilities and to protect the public. Failure to follow these policies or any Field Agency policy could result in the field user group being held financially responsible for damages, or the loss of reservation privileges and facility use.

## **General Policies**

1. Reservation policies for field use are site specific and may be governed by interlocal agreements or joint use agreements between the Field Agencies.
2. The Field Agencies believe that it is in the best interests of all field users to define scheduling priorities for use of Fields.
  - 2.a. Programs and special events sponsored by the Field Agency(s) will take first priority.
  - 2.b. Local club sports (Stakeholders) and local private groups will take second priority.
    - 2.b.1. Reservations for local private groups may be submitted no earlier than January 1<sup>st</sup>. Schedules will be confirmed no earlier than March 15<sup>th</sup>. Tournaments and qualified special events may be scheduled up to one (1) year in advance through the Special Event Application, or as otherwise provided for in contracts negotiated with the Field Agency(s). It is the policy of the Field Agencies to consider the prior year's field use history for

special events, recreation programs and local club practice and game schedules.

2.b.2. Reservations for local club sport practice and games may be submitted to the Field Agencies when schedules become available to the local club. It is the responsibility of each club to provide game schedules to the entity overseeing the Fields it will be using. Schedules will be confirmed within seven (7) working days of the request, provided that seasonal fees have been paid by the club.

2.b.3. Generally, club sports considered to be in their “competitive season” will take priority over those requesting reservations “off-season.”

2.b.4. Scheduled games will take priority over practices.

2.c. “ Out of area” groups will take third priority.

2.c.1. Reservations for Out of Area groups will be taken by the Field Agencies beginning the first week of March, during regular business hours and confirmed by March 30.

2.c.2 If an out of area group has been recognized as a contributor to economic development of the greater Park City area, special consideration may be given for advanced bookings negotiated between one or more Field Agencies, subject to the approval of each jurisdictional authority.

2.d. Unscheduled play will be on a “first come, first served” basis.

3. A Field Use Application and Agreement must be submitted to the Field Agency(s) at the time the reservation is made. Payment must be made at the time of reservation confirmation.

3.a. Separate application and applicable payment must be made to reserve park pavilions and/or to schedule a special event, including tournaments.

4. Proof of local status is required for advanced reservations and to qualify for local user fees.

5. All groups are encouraged to schedule their field use time realistically, allowing for sufficient warm up periods and consideration for game “over time.”

6. In an effort to maintain optimum sport field conditions, it is the policy of the Field Agencies to establish field rotation schedules and enforce periods of “rest” for Field facilities.

6.a. The Joint Use Committee established by the Agencies, in consultation with the programming subcommittee established by the Agencies, will determine field rotation schedules based on reservation requests, impact and utilization of field user groups.

6.b. Practice areas may be established by the Field Agencies for the purpose of preventing game field damage due to overuse. Stakeholders scheduling practices between league play will be directed to designated practice areas to preserve condition of the game field.

6.c. Reservation schedules will respect those fields classified at rest.

6.d. Local users found in violation of rest periods may lose reservation privileges.

6.e. It is the policy of Field Agencies to schedule periods of maintenance for Field facilities during regular business hours.

6.e.1. Field maintenance activities on PCSD joint use fields will be coordinated between parks maintenance personnel, physical education teachers, and after school athletic program representatives in the interest of safety and in order to reduce user conflict.

6.f. The established maintenance/prep window between special events is site specific. Up to three (3) days may be set aside, depending on the nature of the event, for purposes of mowing, pressure washing, placement of trash receptacles/removal of trash, irrigation check and adjustments, stocking of restroom supplies, field lining/prep, and safety checks (goals, bleachers, etc.).

7. The Field Agencies have adopted the cancellation policies set forth below.

7.a. Cancellation within fourteen (14) days will result in forfeiture of the reservation fee. Refunds will NOT be returned to Applicants who do not use their reservation and fail to cancel as stipulated above.

7.a.1. The cancellation provision stated in section 8.a. does not apply to local club sports having pre-scheduled their competitive season with the Field Agencies.

7.b. Reservations may be canceled by the Field Agencies at any time due to wet field conditions that (i) are considered to be “hazardous” to participants, or (ii) may result in excessive turf damage, according to the decision matrix attached as Exhibit B.

7.b.1. The Field User and/or its coach(s) shall check each Field for safety before its use, and shall not permit play under conditions which are unsafe. The user shall promptly notify the Field Agency of any unsafe conditions.

7.b.2. In the case of wet turf conditions, it will be the responsibility of the Field Agency designee to assess field conditions and determine if play is allowed according to the cancellation matrix (Exhibit B). The decision of the Field Agency designee will be final.

- 7.b.2.1. Field cancellation decisions will factor in the importance of the game (i.e., playoff, or other need to complete the game), travel distance, and timing of closure in relation to game time and travel distance.
    - 7.b.3. It is the responsibility of the game official to make decisions related to field safety/playability, according to the standards of the sport.
  - 7.c. Re-scheduling of any game or event is the responsibility of the user. The reservation holder is encouraged to call as soon as possible to determine available dates. Generally, confirmed field reservations take priority over games or events to be rescheduled. Games or events to be rescheduled will take priority over field time reserved for practices.
  - 7.d. Generally, reschedules take place with the same priority as original scheduling.
  - 7.e. A local user group may request a variance from these Field Use Policies. In consideration of the request, the Field Agency(s) may agree annually to certain terms to confirm the provisions of field reservations, guarantees, inspections, use restrictions, insurance, damage deposit and financial responsibility for turf repair associated with use of fields during poor weather conditions by the user group during its season.
- 8. In the event of a rain delay or other scheduling conflict due to unforeseen circumstances, a reasonable amount of time will be granted for game completion. Delays in accessing Field due to weather or field conditions will generally move all schedules by the amount of original delay. It will be up to the scheduling parties, be they public recreation program, school group, club sport, or private party, to use best efforts in negotiating a compromise acceptable to all parties on site.
- 9. It is the policy of the Field Agencies to assess fees in an effort to offset direct costs of field operations and maintenance. Field use fees adopted by the Field Agencies will be published annually. For field reservations outside of scheduled league play, the following policies will apply.
  - 9.a. Fees are assessed according to the fee schedule and are due within seven (7) days of confirmation. No refunds will be granted for reserved time that goes unused.
  - 9.b. A security deposit of fifty percent (50%) of the total rental fee will be required for special events and tournaments and will be due upon confirmation of the application.
  - 9.c. Person(s) securing a reservation will be responsible for clean-up, breakage, damage or vandalism. An additional fee will be charged for damage or additional staff clean-up as needed.
  - 9.d. Refunds will be granted in the event the reservation is canceled by the Field Agency, or when the game is called by the officiating referee.

- 9.e. Church and civic groups are subject to the same “Local” and “Out of Area” user fees published in the Field Agencies’ fee schedules. Fee waivers are up to each individual Field Agency.
- 9.f. Individuals or groups who wish to use the facilities to host tournaments, camps or special events shall follow the application and permitting process established by the Field Agency(s) as detailed in the Site-Specific Policies (Exhibit A).

10. Regulations.

- 10.a. Hours of Use. Parks are open for use during daylight hours or extended hours if the park has lights, as published in the Site-Specific Policies (Exhibit A). No reservations will be made before or after these times.
- 10.b. Supervision. All persons using the Fields shall be supervised by the User, or designee, at all times covered by the Field Agreement. Supervisors(s) must identify themselves as such to Field Agency personnel when asked.
- 10.c. Conduct. No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane or indecent language while on property of the Field Agencies. Verbal or physical abuse of Field Agency staff, coaches, players, game officials and spectators associated with the various users will not be permitted. Anyone violating this regulation will be asked to leave the grounds immediately and future use may be jeopardized.
- 10.d. Field modifications. Any modification to the Fields must first be approved by the Field Agency, including but not limited to placement of soccer goals, changing the shape of fields, or setting up of any temporary or permanent structures. All temporary shade structures must be approved by the Field Agencies and properly secured to the ground with either stakes or sandbags. Staking of temporary tents is prohibited on synthetic fields.
- 10.e. Damage and Clean up. The User shall require that all persons it is responsible for (coaches, players, spectators, and others) use the fields in a safe, prudent, and responsible manner and only for their usual and intended purpose. The User shall be liable for any damage (other than ordinary wear and tear) resulting to the Fields, including pavilions, restrooms and improvements adjacent to the Fields by either the User or the persons it is responsible for supervising. The User shall leave the Fields in a clean and orderly condition. All trash shall be disposed of properly and all equipment shall be returned to its designated location.
- 10.f. Sponsorship. The User shall not represent or imply that the Field Agency in any way sponsors, supports, or endorses the activity for which the Fields are to be used without the express written consent of the governing board of Field Agency, or designee. All sponsorship signage must be approved by the individual Field Agency.

- 10.g. Concessions. All concessions and fund-raising activities conducted on or adjacent to Fields rented in this agreement shall be subject to licensing and permitting through Summit County or Park City Municipal Corporation, depending on the venue.
- 10.h. Alcohol and Tobacco. Alcoholic beverages are prohibited at all PCSD and SBSRD Fields and Facilities.
- 10.i. Drugs. No person shall possess or use any illegal drugs within boundaries of any and all Fields and Facilities of any Field Agency.
- 10.j. Pets. All pets must be kept off any game field and five (5) yards beyond any game sideline or end line. Dogs must be leashed (six foot (6') leash maximum) and under the control of the owner. Owners must be "in possession" of the dogs (physically holding on to the leash) and dogs may not be tethered to trees or park equipment. Pet owners are responsible for all actions of their dogs (cleaning up after their animal, biting, rough play, etc.) and also must abide by the rules of Summit County, with the specific exception that a physical leash is required on fields due to the nature of the activities on the fields. Owners must be present with their pets at all times in off leash areas which are provided at a number of parks (dogs cannot be left unattended in the dog parks). No pets are permitted on synthetic turf fields. The Field Agencies are not responsible for the actions of any dog or owner and reserve the right to ask an owner to remove his/her pet, and self, if any of the above rules are violated. No hooved animals are allowed in any Field or Facility.
- 10.k. Noise. These policies do not grant permission to amplify sound or music. Special permission may be granted by the Field Agencies based on the type of event, time and place an event occurs. All Users must abide by the appropriate noise ordinance in effect in either Park City or Summit County.
- 10.l. Parking. Parking is not exclusive to permit holders. No parking is allowed on grass. Cars parked in posted fire lanes or bus turnouts will be ticketed or towed.
- 10.m. Fires. Fires within boundaries of the Fields or Facilities are prohibited, with the exception of propane barbecues or in pavilion areas where grills are built in.
- 10.n. Lightning. Field users should exercise discretion in the presence of lightning and seek shelter in automobiles or nearby buildings. Do not seek shelter from lightning under metal pavilions.
- 10.o. Lost and Found. The Field Agencies are not responsible for personal property that is lost or stolen. A "lost and found" is maintained by each Field Agency. Items will be kept a maximum of thirty (30) days.

## Site Specific Policies

### Ecker Hill Middle School, Trailside Elementary School, Jeremy Ranch Elementary School

Field use at the Ecker Hill Middle School is governed by an Interlocal Agreement between Snyderville Basin Special Recreation District (SBSRD) and Park City School District (PCSD). Field use at Trailside and Jeremy Ranch Elementary Schools is governed by the Joint Use Agreement for Recreation.

Once schedules are approved by the Joint Use Committee for any particular period, that schedule shall supersede the calendaring priorities below.

PCSD has scheduling priority on all PCSD fields from 6:00 am through 4:00 pm, Monday through Friday each week during the school year (August 15-June 15). During this time period, a “Request for Use of School Facilities” must be filled out and submitted by the fifth of the month one (1) month prior to usage. For more information, call (435) 645-5600.

PCSD will refer reservation requests for “non-school” hours at Ecker Hill Middle School to SBSRD for calendaring and collection of fees.

SBSRD has scheduling priority on all PCSD fields from 4:00 pm - 6:00 am, Monday through Friday, and all day Saturday and Sunday during the school year. SBSRD also has scheduling priority during school vacations.

A “Field Use Application” must be filled out and submitted to SBSRD to reserve field space for practices and standard game schedules.

An “Event Application” must be filled out for those facility uses, such as tournaments, camps or special events, which exceed standard field use applications.

Consider yourselves guests of PCSD and act accordingly. At no time should vehicles enter a schoolyard during school hours, unless permission is granted by PCSD. All vehicles shall remain in areas designated as school parking. No parking is allowed on grass. Fire lanes are strictly enforced. Failure to comply with this regulation could result in loss of field use for all leagues.

Note: Alcohol and tobacco are prohibited at these sites.

### Trailside Park , Willow Creek Park, Matt Knoop Memorial Park

Trailside Park, Willow Creek Park and Matt Knoop Memorial Park are owned, operated and maintained by SBSRD. A “Field Use Application” must be filled out and submitted to SBSRD to reserve field space for practices and standard game schedules. An “Event Application” must be filled out for those facility uses, such as tournaments, camps or special events, which exceed standard field use applications.

In accordance with Summit County Ordinance #309, Section 27, no person shall possess or use any alcoholic beverages within the park area except as allowed by a permit issued by the Summit County Manager and with the prior written approval of the SBSRD.  
Golfing is prohibited.

### **City Park, Park City Sports Complex**

City Park and Park City Sports Complex are owned, operated and maintained by Park City Municipal Corporation (PCMC). A “Field Use Application” must be filled out and submitted to the Park City Recreation to reserve field space for practices and game schedules. A “Special Event Application” and “Master Festival License” must be filled out for those facility uses, such as tournaments, camps or special events, which exceed standard field use applications.

All concessions and fund-raising activities conducted on or adjacent to Park City fields rented shall be subject to licensing and permitting through PCMC.

Alcohol is not permitted at youth activities.

The following rules apply to the artificial turf field at Park City Sports Complex:  
Remove mud from shoes prior to entering artificial turf field. No dogs allowed. Tobacco products, sunflower seeds, and gum are prohibited. Tents and shades are prohibited unless anchored by sandbags (no stakes). Golfing is prohibited.

### **Park City High School , Treasure Mountain Junior High School, North 40**

Field use at Park City High School (PCHS), Treasure Mountain Junior High (TMJH) and North 40 fields are governed by an Interlocal Agreement between PCMC and PCSD.

All PCHS athletic events are scheduled first and those schedules shall supersede the calendaring priorities below.

PCSD has scheduling priority on all PCHS, TMJH and North 40 fields from 6:00 am through 4:30 pm, Monday through Friday each week during the school year (August 15-June 15). During this time period, a “Request for Use of School Facilities” must be filled out and submitted by the fifth of the month one (1) month prior to usage. For more information, call (435) 645-5600.

The School District PCSD will refer reservation requests for “non-school” hours at PCHS, TMJH and North 40 fields to Park City Recreation for calendaring and collection of fees.

Park City Recreation has scheduling priority on all PCHS, TMJH and North 40 fields from 4:30 pm - 6:00 am, Monday through Friday, and all day Saturday and Sunday during the school year. Park City Recreation also has scheduling priority during school vacations.

A “Field Use Application” must be filled out and submitted to Park City Recreation to reserve field space for practices and standard game schedules.



A “Special Event Application” or “Master Festival License” must be filled out for those facility uses, such as tournaments, camps or special events, which exceed standard field use applications.

Consider yourselves guests of PCSD and act accordingly. At no time should vehicles enter a schoolyard during school hours, unless permission is granted by PCSD. All vehicles shall remain in areas designated as school parking. No parking is allowed on grass. Fire lanes are strictly enforced. Failure to comply with this regulation could result in loss of field use for all leagues.

Note: Alcohol and tobacco are prohibited at these sites.

### **Dozier Field at PCHS**

Field use at PCHS’s Dozier Field is governed by PCSD. Synthetic turf requires special care therefore use of Dozier Field is carefully evaluated and monitored annually. PCSD scheduling administrator and PCHS Administration will conduct an annual review in determining what uses can be accommodated.

Priority 1 uses: UHSAA-PCHS sports activities for afterschool use (including practices and games), PCHS physical education classes and other high school events.

Priority 2 uses: Non-UHSAA PCHS club athletic teams, PCMC/SBSRD sponsored athletic games and practices, and community sponsored club sports.

Priority 3 uses: Other PCSD and community uses will be evaluated on an individual basis by the PCHS administration in conjunction with the PCSD Buildings and Grounds supervisor.

Uses not authorized: Any activity, including high school classes and teams that would require use of unauthorized equipment that could damage the synthetic turf surface, or any uses that can better be accommodated a different location.

Parking for users at Dozier Field is limited to the parking lots which are marked for parking. Cars parked on the horseshoe (fire lane) at the back side of PCHS will be towed. The gates on the Lucky John side of the field will not be opened for non-school events. Participants should not park on Lucky John Drive without permission of PCMC and PCSD.

The following rules apply to the artificial turf field at Dozier Field:

Remove mud from shoes prior to entering artificial turf field. No dogs allowed. Alcohol, tobacco products, sunflower seeds, and gum are prohibited. Tents and shades are prohibited (no stakes). Golfing is prohibited.

Note: Alcohol and tobacco are prohibited at this site.

## **EXHIBIT D-A: FIELD INVENTORY**

**Facilities by location are summarized below. This inventory includes all possible fields and use designations at a given site. Thus, even though a location may be listed with soccer, football and baseball facilities, or several size soccer fields, it is not always possible for these to be used concurrently as the fields often overlap and are slated for multiple purposes. The particular configuration of fields varies by season.**

### **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT SITES:**

#### **Trailside Park**

- 2 full size soccer fields

#### **Willow Creek Park**

- 3 full size soccer/multiuse fields

#### **Matt Knoop Memorial Park**

- 1 full size artificial turf soccer/multi-use field

### **PARK CITY SCHOOL DISTRICT/BASIN RECREATION DISTRICT SITES:**

#### **Ecker Hill Middle School**

- 2 youth baseball/adult softball fields
- 5 full size soccer fields
- 3 football fields

#### **Trailside Elementary**

- 1 youth baseball/softball field
- 1 practice/multiuse field, 90 x 60 yds.

#### **Jeremy Ranch Elementary**

- 1 U8 soccer field

### **PARK CITY SCHOOL DISTRICT/PARK CITY MUNICIPAL FIELD SITES:**

#### **North 40**

- 2 full size soccer fields

#### **High School**

- 1 full size baseball field
- 1 youth baseball field (by McPolin Elementary)
- 1 full size softball field

#### **Dozier Field**

- 1 full size artificial turf football, soccer, lacrosse field with lights, bleachers
- 1 track

**Treasure Mountain Middle School**

- 2 full size softball/youth baseball fields
- 2 U10 soccer fields
- 1 medium-full size baseball field

**PARK CITY MUNICIPAL CORPORATION FIELD SITES:**

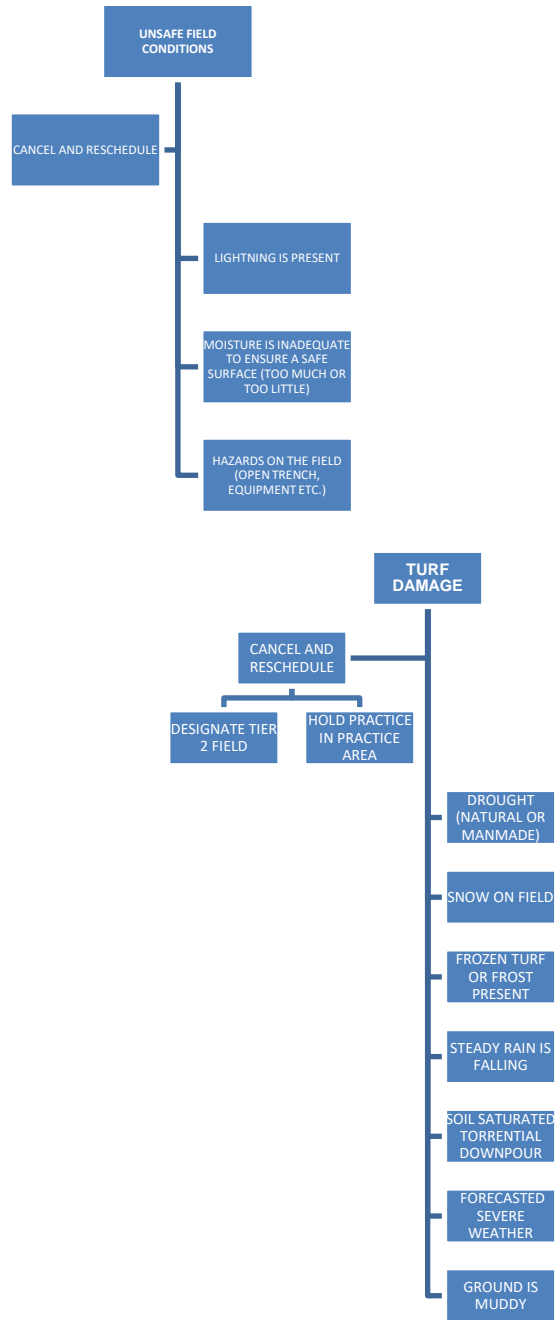
**City Park**

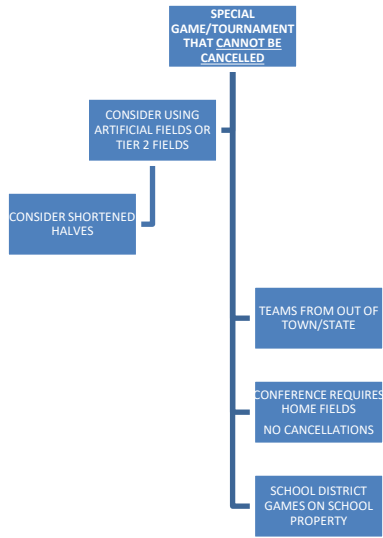
- 1 softball field – with lights
- 1 multi-use soccer, rugby, lacrosse overlay field

**Park City Sports Complex**

- 3 full size soccer/lacrosse fields (one artificial turf)
- 1 U10 soccer field
- 3 softball fields

## EXHIBIT D-B FIELD CANCELLATION MATRIX





## EXHIBIT E

### AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION

#### LEASE AND AGREEMENT FOR USE OF SCHOOL FACILITIES FOR RECREATION

THIS LEASE AND USE AGREEMENT (Agreement) is made and entered into this 22<sup>nd</sup> day of Nov., 1990 by and between Park City, a Municipal Corporation ("City") and the Park City School District ("District").

IN CONSIDERATION of the mutual promises and other considerations expressed herein, the District and the City agree as follows:

#### 1.0 Premises.

The property covered by this Agreement consists of real property in Park City, Summit County, Utah commonly known as school fields, the legal description of which is set forth in Exhibit "A."

#### 2.0 Lease of Premises and Rent.

The District hereby leases the Premises to the City for one (1) dollar per year, payable in advance, subject to the conditions and restrictions of this Agreement.

#### 3.0 Use of Premises.

(a) The City shall use or cause the Premises to be used for public recreation programs and the construction, renovation and maintenance of facilities for such programs.

(b) The City shall secure written approval according to procedures described in paragraph 5.0 from the District for new facilities (not renovation or maintenance) prior to commencing construction.

(c) The City shall have the responsibility for scheduling use of the recreation fields and improvements.

(d) The District shall be assured priority in the use of the recreation fields for official school purposes by permitting the District to reserve space in advance of the City or other groups and scheduling City activities around the times school is in session.

(e) The District may displace recreation improvements for the construction or development of any school facility provided that the District gives the City twelve (12) months written notice of its intent to displace the improvements and compensates the City for the current value of improvements. The value may be established by mutual agreement or independent appraisal.

(f) The City shall be responsible for the Leased Premises at all times when the premises are not used by the District or its agents. The City expressly assumes the risk, obligation and liability in connection with the Leased Premises except for those times during which the District is scheduled to use the Leased Premises or any part thereof.

(g) The Premises constitute a non-public forum and any use of the Leased Premises for other than District sponsored programs and Park City sponsored recreation programs is subject to approval by the Park City School District Board of Education.

#### 4.0 Term.

(a) Subject to prior termination, as provided, the term shall be thirty (30) years commencing November 8, 1990.

(b) The City, at its sole discretion, may extend the term by twenty (20) years by providing notice to the District of its intent to extend by November 8, 2019.

#### 5.0 Construction and Renovation.

(a) By November 8, 1991 and prior to any major construction, the City shall submit to the District a tentative schedule of improvements and construction.

(b) The City shall not commence construction of new facilities or demolition of existing structures or improvements without prior written consent from the District, which consent shall not be unreasonably withheld.

(c) Once construction is commenced, the City shall diligently pursue completion of the project or phase of construction.

(d) The City shall have the sole and exclusive duty to manage any construction of facilities or improvements on the Leased Premises during the term of the Lease.

(e) Prior to any improvements or construction on the Leased Premises, the City shall submit to the District complete specifications identifying the improvements or construction contemplated by the City and, if possible, plans to be used in connection with the improvement or construction.

(f) The City shall be responsible for managing construction and shall not abandon the construction and shall obtain and commit sufficient money to ensure that the improvements or construction are completed prior to the end of the term of this Agreement. In the event that this Agreement is terminated due to the City's failure to perform the provision of this Agreement during the lease term, the City shall have the responsibility to complete the construction and improvements at its sole cost.

(g) The City hereby agrees that it will expend at least the total sum of \$1,000,000.00 over the term of this Agreement. The City shall expend at least \$25,000.00 for each year until the City has expended at least \$500,000 after which the City need not expend \$25,000.00 per year but shall remain obligated to expend at least the total amount of \$1,000,000.00 over the <sup>first term</sup> ten year term of the Agreement to complete improvements to the Leased Premises. The City agrees that this

provision is material and any breach of this provision shall be grounds to terminate this Agreement within the School District's sole discretion.

#### 6.0 Maintenance and Repairs.

The City shall keep and maintain the premises and all structures, improvements, landscaping, lawns and equipment which may now or hereafter be on the premises in good condition and repair, consistent with standards for similar City facilities.

#### 7.0 Utilities and Refuse.

(a) The City shall be entitled to use gymnasium facilities in the Leased Premises for up to 300 hours per year and the District shall pay actual utility costs for these first 300 hours. The School District shall maintain records showing the actual use of the facilities by the City. However, the City shall pay the utility costs at the rate of \$13.50 per hour by the City after the first 300 hours as shown on the School District's records. The City also shall pay actual utility costs for use of the forum and wrestling rooms at Treasure Mountain Middle School for all adult programs in addition to payments for the gymnasium facility. Utility cost for student related programs will not be charged. Every two years the utility rate will be adjusted to reflect the actual costs to the School District.

(b) The City shall arrange and pay all costs for the timely and efficient collection of all refuse from the premises.

(c) The City shall have the sole responsibility to pay operating expenses for the Leased Premises during the term of this Agreement, including janitorial, utilities, garbage collection, repairs and maintenance.

(d) The City shall pay and provide for the maintenance, repair and operation of the Leased Premises during the term of the Lease.

#### 8.0 Indemnification and Insurance.

(a) Each party covenants and agrees to indemnify, hold harmless and defend the other, its agents and employees from all fines, suits, claims, demands and actions of any kind and nature, including attorney's fees, by reason of any and all of the uses or operations hereunder. The City and District agree to assume all the risks in the operation of their own recreation programs and facilities hereunder and will be solely responsible and answerable in damages for any and all accidents or injury to persons or property. City agrees to indemnify, hold harmless and defend School District, its agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions hereunder or the operation of the City's recreation programs on said premises. The School District agrees to indemnify, hold harmless and defend City, its agents and employees



from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of its use of the Premises.

(b) Each party shall maintain Public Liability Insurance to protect patrons and participants on the premises. Each party shall carry a policy of general liability insurance in an amount of at least \$1,000,000 per person and \$1,000,000 per incident or occurrence. The City shall be named as an additional insured on the School District's policy and the School District shall be named as an additional insured on the City's policy. A certificate of insurance with a 30-day cancellation notice provision shall be provided to each party on or before the lease commencement date and be maintained continuously during the term of this lease. In addition to the liability insurance set forth above, the School District will procure, and keep in full force and effect during the term of this lease, Fire and Extended Coverage Insurance on its improvements, fixtures and equipment to the full insurable value of the same and will furnish the City with evidence of such coverage. The City shall likewise procure, and keep in full force and effect during the term of this lease, Fire and Extended Coverage Insurance on its leasehold improvements to the full insurable value of the same and furnish the School District with evidence of such coverage. Each party may carry whatever additional insurance they deem appropriate.

#### 9.0 Title of Improvements.

Any improvements constructed on the Premises by the City which constitute "fixtures" shall be the property of the District and shall become the District's property at the conclusion of this Agreement without compensation to the City. "Fixtures" as used herein shall mean any improvement which cannot be removed from the Premises without some damage to the existing walls, floors, ceilings or other parts of existing structures. Any improvements to the Premises installed by the City which do not constitute fixtures shall be the property of the City upon termination of this Agreement and the City shall be entitled to remove such improvements without compensation to the District. Upon termination of this Agreement, the City may remove fixtures only upon receipt of prior written approval from the District. As a condition to removal of any improvement by the City, the City shall restore the Premises to the same condition as before the improvement in question was made.

#### 10.0 Other Obligations of the District.

(a) Commencing November 8, 1990 and continuing through the term of this Agreement the District will permit the City free use of school buildings for recreation programs except as described in 7.0 above.

(b) The District shall schedule use of school buildings to avoid conflict with school programs and other commitments while assuring reasonable access to school buildings for recreation programs.

(c) The District shall provide for utilities and janitorial services for the buildings during normal uses by the City. If requested by the District, the City will be responsible for opening and closing the buildings and general clean-up following City use. If City use results in damages requiring repairs

in excess of \$25.00 the City shall reimburse the District for their actual cost to perform said repairs.

#### 11.0 Joint Use Committee.

(a) The City and District shall establish a committee to advise on the operation of this Agreement including the design, scheduling and use of facilities addressed in the agreement. This committee, which shall be known as the Joint Use Committee (Committee), shall consist of two District representatives and one citizen appointed by the District and two City representatives and one citizen appointed by the City. The Committee shall meet annually in May and other times as may be necessary.

(b) In the event that Summit County (the "County") desires to use the Leased Premises for any purpose consistent with Paragraph 3.0(g) of this Agreement, the City shall grant priority scheduling to the County as requested subject only to use by the School District first and/or the City second but before all other persons and/or entities that may desire to use the Leased Premises.

#### 12.0 Default.

(a) The City shall be in default of this Agreement if it does any one of the following:

- (1) Fails to keep and maintain the premises and all structures, improvements, landscaping, lawns and equipment in good condition and repair as required under paragraph 6.0 of this Agreement after receiving 15 days prior written notice to correct or repair as required.
- (2) Abandons use of the premises for the period of twelve (12) months.
- (3) Fails, after ninety (90) days written notice from the District, to perform or observe any condition or obligation of this Agreement.
- (4) Fails to expend at least \$1,000,000.00 toward capital improvements by November 8, 2000, as provided in Paragraph 5.0(g).

(b) The District will be in default of this Agreement if it fails, after ninety (90) days written notice from the City, to perform or observe any condition or obligation of this Agreement.

(c) In the event of default by any party, the non-defaulting party may demand for cure, seek specific performance, rescission or any other equitable or legal remedy. In the event a civil action is commenced to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of its costs of suit, including a reasonable attorney's fees.

13.0 Notice.

Notice required by this Agreement may be given by mail, postage prepaid, to the following addresses and will be deemed to have been given when posted, properly addressed as follows:

Park City School District  
Attention: School Superintendent  
1250 Iron Horse Drive  
P.O. Box 680310  
Park City, Utah 84060

Park City Municipal Corporation  
Attention: City Manager  
445 Marsac Avenue  
P.O. Box 1480  
Park City, Utah 84060

14.0 Complete Agreement.

This Agreement and the exhibit attached hereto constitute the entire agreement of the parties hereto with regard to the matters addressed herein. This Agreement and its Exhibit may be amended only by written agreement of the parties, signed by both parties hereto. No action or inaction of the parties shall constitute waiver, amendment or modification of the terms of this Agreement without a written, mutually signed amendment.

15.0 Severability.

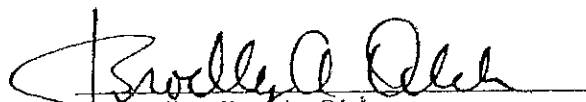
In the event a portion or portions of this Agreement are adjudged to be void or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

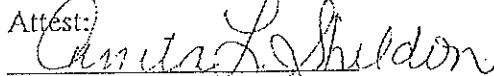
16.0 Authorization.

The minutes of the respective Board meetings of the City and the District authorizing this Agreement are attached hereto as an Exhibit.

DATED this 20th day of Nov, 1990.

PARK CITY MUNICIPAL CORPORATION

  
\_\_\_\_\_  
Mayor Bradley A. Olch

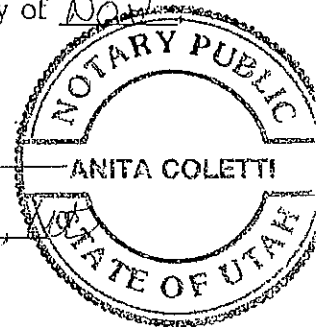
Attest:  
  
\_\_\_\_\_  
Anita L. Sheldon

STATE OF UTAH )  
 : ss  
COUNTY OF SUMMIT )

The foregoing Agreement was acknowledged before me on the 20th day of Nov. 1990 by Bradley A. Olch, Mayor of Park city Municipal Corporation.

My Commission Expires:  
9/1/91

Anita Coletti  
NOTARY PUBLIC  
Residing at Park City,



DATED this 13th day of Nov., 1990.

PARK CITY SCHOOL DISTRICT

Eugene S. Lambert  
By: Eugene S. Lambert  
Its: Board of Education President



Notary Public  
SANDRA HALL  
1149 Park Ave. Bx 285  
Park City, Utah 84060  
My Commission Expires  
November 1, 1992  
State of Utah

STATE OF UTAH )  
 : ss  
COUNTY OF SUMMIT )

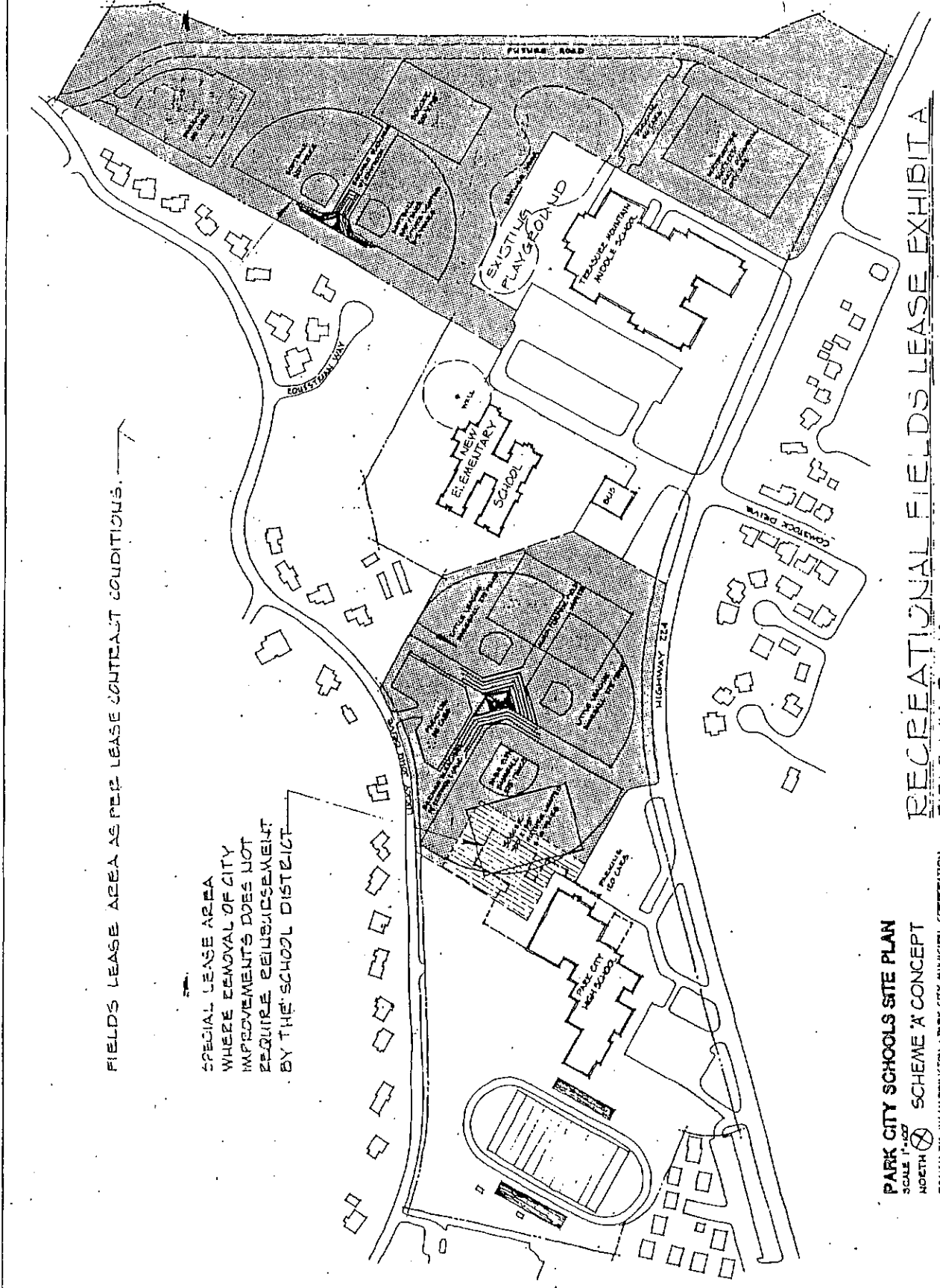
The foregoing Agreement was acknowledged before me on the 13th day of Nov. 1990 by Eugene S. Lambert, the Board of Education President of the Park City School District.

Sandra Hall  
NOTARY PUBLIC  
Residing at Park City, Utah

My Commission Expires:

Nov. 1, 1992

d:\bta\1032-01\1032-01.22A



FIELDS LEASE AREA AS PER LEASE CONTRACT CONDITIONS.

SPECIAL LEASE AREA  
 WHERE REMOVAL OF CITY  
 IMPROVEMENTS DOES NOT  
 REQUIRE REIMBURSEMENT  
 BY THE SCHOOL DISTRICT

PARK CITY SCHOOLS SITE PLAN  
 SCALE 1"=100'  
 NORTH  
 DESIGNED BY JIM HARRINGTON - PARK CITY MUNICIPAL CORPORATION

RECREATIONAL FIELDS LEASE EXHIBIT A  
 FIELD LOCATIONS AND FACILITIES ARE SHOWN FOR GENERAL AREA  
 DETERMINATION ONLY. ACTUAL IMPROVEMENTS  
 MAY BE SUBSTANTIALLY DIFFERENT.

Resolution No. \_\_\_\_\_

**RESOLUTION ADOPTING AND TRANSMITTING THE TENTATIVE  
CONSTRUCTION SCHEDULE FOR THE SCHOOL FIELDS TO THE PARK  
CITY SCHOOL DISTRICT AND DESCRIBING A PROCESS FOR  
CONTINUING DISCUSSION OF RECREATION AND FIELDS NEEDS**

WHEREAS, Park City recognizes and promotes the importance of recreation; and

WHEREAS, the recreation programs that Park City organizes and manages have grown substantially over the past several years, which growth is expected to continue; and

WHEREAS, the availability of City-owned recreation fields is severely limited, and these fields are presently used at or over capacity, and the City, recognizing this situation, has entered into a lease agreement with the Park City School District to improve and jointly use a portion of their lands within Park City; and

WHEREAS, the lease agreement contemplates and specifies \$1,000,000 in improvements to the School District's lands over a 10 year period, with a minimum of \$25,000 being spent in any given year; and

WHEREAS, the City formed a fields master planning committee composed of representatives of the City and School District, County, wetlands, and neighborhood representatives, and hired a professional consultant to make recommendations on how the leased property should be developed, and these plans have been extensively discussed at public meetings; and

WHEREAS, the City, recognizing the conflicting demands of many of the parties and neighbors requested its Parks, Recreation and Beautification Advisory Board to independently review the plans, solicit public input, and make recommendations to the City Council; and

WHEREAS, the Parks, Recreation and Beautification Advisory Board has submitted formal comments and recommendations, dated December 13, 1991, to the City Council which warrant more detailed analysis and review by the City Staff and City Council; and

**FIRST ADDENDUM TO AGREEMENT FOR USE OF SCHOOL FACILITIES  
FOR RECREATION**

**LEASE AND AGREEMENT FOR USE OF SCHOOL FACILITIES FOR  
RECREATION (Agreement)**

This FIRST ADDENDUM is made and entered into in duplicate this 26 day of December, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and PARK CITY SCHOOL DISTRICT, a Utah political subdivision, ("District"), to amend the Lease and Agreement signed and executed by the parties on November 20, 1990.

WITNESSETH:

WHEREAS, the parties entered into an Agreement on November, 20, 1990 (hereinafter "Original Agreement");

WHEREAS, in consideration of the mutual promises and other considerations expressed in the Original Agreement; and

WHEREAS, the term of the Original Agreement is due to end on November 7, 2020 unless extended for a twenty (20) year term at the sole discretion of City; and

WHEREAS, the parties have mutually agreed to extend the Original Agreement under the following terms.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

**1. AMENDMENT: Section 4.0, Term, is hereby amended as follows:**

4.0 (a) Subject to prior termination, as provided, the term shall be thirty-one (31) years commencing November 8, 1990.

(b) The City at its sole discretion may extend the term by nineteen (19) years by providing notice to the District of its intent to extend by November 8, 2020.

**2. OTHER TERMS.**

All other terms and conditions of the Original Agreement shall continue to apply.

**3. ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 14 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

**PARK CITY MUNICIPAL CORPORATION**, a  
Utah municipal corporation  
445 Marsac Avenue  
P.O. Box 1480  
Park City UT 84060-1480

  
\_\_\_\_\_  
MATT DIAS, Interim City Manager

Attest:

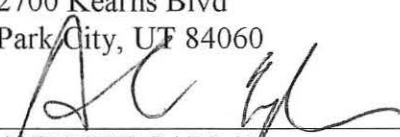
  
\_\_\_\_\_  
Leah V. Hanga  
City Recorder's Office



Approved as to form:

  
\_\_\_\_\_  
City Attorney's Office

**PARK CITY SCHOOL DISTRICT:**  
2700 Kearns Blvd  
Park City, UT 84060

  
\_\_\_\_\_  
ANDREW CAPLAN  
Board of Education President



STATE OF UTAH            )  
  ) ss.  
COUNTY OF SUMMIT    )

On this *17* day of *December*, 2019, before me, the undersigned notary, personally appeared ANDREW CAPLAN, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed it voluntarily for its stated purpose as Board of Education President for Park City School District, a \_Utah political subdivision.

*Lorie Pearce*  
\_\_\_\_\_  
Notary Public





SNYD052 OP ID: RK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Olympus Insurance Agency PO Box 65608 Salt Lake City, UT 84165-0608 B. Darrell Child	<b>CONTACT NAME:</b> B. Darrell Child <b>PHONE (A/C, No, Ext):</b> 801-486-1373 <b>FAX (A/C, No):</b> 801-485-6943 <b>E-MAIL ADDRESS:</b> certificates@olyins.com														
<b>INSURED</b> Snyderville Basin Special Recreation District 5715 Trailside Drive Park City, UT 84098	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Argonaut</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Argonaut		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	PE463531703	12/15/2019	12/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X	BA463531703	12/15/2019	12/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		X	UMB463531703	12/15/2019	12/15/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder named as additional insured per the Interlocal Agreement for Joint Use of Facilities for Recreation.

**CERTIFICATE HOLDER****CANCELLATION**

Park City Municipal Corporation PO Box 1480 Park City, UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE B. Darrell Child
--	---

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2019

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PRODUCER Olympus Insurance Agency PO Box 65608 Salt Lake City, UT 84165-0608 B. Darrell Child	CONTACT NAME: <b>B. Darrell Child</b>
	PHONE (A/C, No, Ext): <b>801-486-1373</b> FAX (A/C, No): <b>801-485-6943</b>
E-MAIL ADDRESS: <b>certificates@olyins.com</b>	
INSURER(S) AFFORDING COVERAGE	
INSURER A: <b>Argonaut</b>	NAIC #
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED **Snyderville Basin Special Recreation District**  
5715 Trailside Drive  
Park City, UT 84098

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder named as additional insured per the Interlocal Agreement for Joint Use of Facilities for Recreation.

## CERTIFICATE HOLDER

## CANCELLATION

Park City  
School District  
2700 Kearns Blvd.  
Park City, UT 84060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
B. Darrell Child

Client#: 5853

PCMUNICIPA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/03/2019

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PRODUCER: Moreton & Company - Utah, P.O. Box 58139, Salt Lake City, UT 84158-0139, 801 531-1234. CONTACT NAME: Julie Sorensen / Kery Oldroyd, PHONE: 801 531-1234, FAX: 801-531-6117, E-MAIL ADDRESS: julie@moreton.com. INSURER(S) AFFORDING COVERAGE: STATES SELF-INSURERS RISK RETENTION GRP.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is included as an additional insured as respects to the written contract; Inter-local Agreement for Joint use of Facilities.

CERTIFICATE HOLDER: Park City School District, 2700 Kearns Blvd, Park City, UT 84060. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Kery Oldroyd



Client#: 5853

PCMUNICIPA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Moreton & Company - Utah, P.O. Box 58139, Salt Lake City, UT 84158-0139, 801 531-1234. CONTACT NAME: Julie Sorensen / Kery Oldroyd, PHONE: 801 531-1234, FAX: 801-531-6117, E-MAIL: julie@moreton.com. INSURER(S) AFFORDING COVERAGE: STATES SELF-INSURERS RISK RETENTION GRP. NAIC #.

INSURED: Park City Municipal Corporation, 445 Marsac Ave, P.O. Box 1480, Park City, UT 84060-1480. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Public Entity Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is included as an additional insured as respects to the written contract; Inter-local Agreement for joint use of facilities.

CERTIFICATE HOLDER: Snyderville Basin Special Recreation Dist., 5715 Trailside Drive, Park City, UT 84098. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Kery Oldroyd.

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# Certificate of Coverage

ISSUER: UTAH STATE RISK MANAGEMENT  
 5120 STATE OFFICE BUILDING  
 SALT LAKE CITY UT 84114  
 (801) 538-9560

CERTIFICATE #: CERT-1901552

ISSUE DATE: 06/05/2019

THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDERS AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGES REFERENCED BELOW.

## COVERED ENTITY INFORMATION

COVERED ENTITY: PARK CITY SCHOOL DISTRICT			2700 KEARNS BLVD PARK CITY UT 84060		
CERTIFICATE HOLDER: Park City Municipal Corporation			445 Marsac Ave, PO box 1480 Park City UT 84060		
POLICY NUMBER: SD 116	EFFECTIVE DATE: 07/01/2018	EXPIRATION DATE: 06/30/2019			

## COVERAGES

THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED ENTITY NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES AND TO THE PROVISIONS OF THE GOVERNMENTAL IMMUNITY ACT OF UTAH (UCA §63G-7-101).

COVERAGE	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> Employee Dishonesty/Faithful Performance <input type="checkbox"/> Errors and Omissions <input type="checkbox"/> Healthcare Professional Liability <input type="checkbox"/> Personal and Advertising Injury <input type="checkbox"/> Product Liability/Completed Operations <input type="checkbox"/> Professional Liability	PER PERSON PER OCCURRENCE: \$2,000,000 AGGREGATE PER OCCURRENCE: \$2,000,000 PROPERTY DAMAGE PER OCCURRENCE: \$500,000
<input type="checkbox"/> AUTO LIABILITY <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> GARAGE LIABILITY	PER PERSON PER OCCURRENCE: AGGREGATE PER OCCURRENCE: PROPERTY DAMAGE PER OCCURRENCE:
<input type="checkbox"/> AUTO COMP/COLLISION	AUTO COMP/COLLISION DEDUCTIBLE:
<input type="checkbox"/> PROPERTY	PROPERTY LIMIT:
<input type="checkbox"/> COURSE OF CONSTRUCTION	COURSE OF CONSTRUCTION LIMIT:

### REASON FOR REQUEST:

An interlocal agreement for joint use of multiple facilities on a regular basis with Park City Municipal Corp and Snyderville basin Special recreation District. Coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. A thirty (30)-day cancellation notice provision to each Party shall be provided to each Party and shall be maintained continuously during the term of this Agreement. Coverage is primary and not contributory to any insurance policy maintained by the other Parties.

## ADDITIONAL INSURED

ADDITIONAL INSURED       LOSS PAYEE

Regardless of any indemnity language in a contract between Certificate Holder and Insured Organization, unless such indemnity language is pre-approved by State Risk Management, additional insured status does not confer any coverage on the Certificate Holder for the actions or activities of the Certificate Holder, its employees or representatives.

AUTHORIZED REPRESENTATIVE: *Mark Petersen*

DATE: 06/05/2019





# Utah Division of Risk Management

## Certificate of Coverage

ISSUER: UTAH STATE RISK MANAGEMENT  
 5120 STATE OFFICE BUILDING  
 SALT LAKE CITY UT 84114  
 (801) 538-9560

CERTIFICATE #: CERT-1901557      ISSUE DATE: 06/05/2019  
 THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDERS AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGES REFERENCED BELOW.

### COVERED ENTITY INFORMATION

COVERED ENTITY: PARK CITY SCHOOL DISTRICT			2700 KEARNS BLVD PARK CITY      UT      84060		
CERTIFICATE HOLDER: Park City Municipal Corporation			445 Marsac Ave, PO box 1480 Park City      UT      84060		
POLICY NUMBER: SD 116	EFFECTIVE DATE: 07/01/2019	EXPIRATION DATE: 06/30/2020			

### COVERAGES

THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED ENTITY NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES AND TO THE PROVISIONS OF THE GOVERNMENTAL IMMUNITY ACT OF UTAH (UCA §63G-7-101).

COVERAGE	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> Employee Dishonesty/Faithful Performance <input type="checkbox"/> Errors and Omissions <input type="checkbox"/> Healthcare Professional Liability <input type="checkbox"/> Personal and Advertising Injury <input type="checkbox"/> Product Liability/Completed Operations <input type="checkbox"/> Professional Liability	PER PERSON PER OCCURRENCE:      \$2,000,000 AGGREGATE PER OCCURRENCE:      \$2,000,000 PROPERTY DAMAGE PER OCCURRENCE:      \$500,000
<input type="checkbox"/> AUTO LIABILITY <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> GARAGE LIABILITY	PER PERSON PER OCCURRENCE: AGGREGATE PER OCCURRENCE: PROPERTY DAMAGE PER OCCURRENCE:
<input type="checkbox"/> AUTO COMP/COLLISION	AUTO COMP/COLLISION DEDUCTIBLE:
<input type="checkbox"/> PROPERTY <input type="checkbox"/> COURSE OF CONSTRUCTION	PROPERTY LIMIT: COURSE OF CONSTRUCTION LIMIT:

**REASON FOR REQUEST:**  
 An interlocal agreement for joint use of multiple facilities on a regular basis with Park City Municipal Corp and Snyderville basin Special recreation District. Coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. A thirty (30)-day cancellation notice provision to each Party shall be provided to each Party and shall be maintained continuously during the term of this Agreement. Coverage is primary and not contributory to any insurance policy maintained by the other Parties.

### ADDITIONAL INSURED

ADDITIONAL INSURED       LOSS PAYEE

Regardless of any indemnity language in a contract between Certificate Holder and Insured Organization, unless such indemnity language is pre-approved by State Risk Management, additional insured status does not confer any coverage on the Certificate Holder for the actions or activities of the Certificate Holder, its employees or representatives.

AUTHORIZED REPRESENTATIVE: *Mark Petersen*

DATE: 06/05/2019

**SECOND ADDENDUM TO AGREEMENT FOR USE OF SCHOOL FACILITIES  
FOR RECREATION**

**LEASE AND AGREEMENT FOR USE OF SCHOOL FACILITIES FOR  
RECREATION (Agreement)**

This SECOND ADDENDUM is made and entered into in duplicate this 18 day of November, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and PARK CITY SCHOOL DISTRICT, a Utah political subdivision, (“District”), to amend the Agreement signed and executed by the parties on November 20, 1990.

WITNESSETH:

WHEREAS, the parties entered into an Agreement on November, 20, 1990, (hereinafter “Original Agreement”); and

WHEREAS, the parties entered into a First Addendum on December 26, 2019; and

WHEREAS, the term of the Original Agreement is due to end on November 7, 2020 unless extended for a twenty (20) year term at the sole discretion of City; and

WHEREAS, the term of the First Addendum is due to end on November 8, 2020, unless extended for a nineteen (19) year term at the sole discretion of City; and

WHEREAS, the parties have mutually agreed to extend the Original Agreement and First Addendum under the terms reflected below.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement and First Addendum as follows:

**1. AMENDMENT: Section 4.0, Term, is hereby amended as follows:**

4.0 (a) Subject to prior termination, as provided, the term shall be revised to reflect that it is for thirty-two (32) years, commencing November 8, 1990.

(b) The City at its sole discretion may extend the term by eighteen (18) years by providing notice to the District of its intent to extend by November 8, 2021.

**2. OTHER TERMS. All other terms and conditions of the Original Agreement and First Addendum shall continue to apply.**



- 3. **ENTIRE AGREEMENT.** This Second Addendum is a written instrument pursuant to Section 14 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
- 4. **COUNTERPARTS.** This Second Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
- 5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Second Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Second Addendum to be executed the day and year first herein above written.

**PARK CITY MUNICIPAL CORPORATION, a**  
 Utah municipal corporation  
 445 Marsac Avenue  
 P.O. Box 1480  
 Park City UT 84060-1480

---

MATT DIAS, City Manager  
 DAVID EVERITT, ACTING



Attest:

\_\_\_\_\_  
 City Recorder's Office

Approved as to form:

\_\_\_\_\_  
 City Attorney's Office

**PARK CITY SCHOOL DISTRICT:**  
 2700 Kearns Blvd

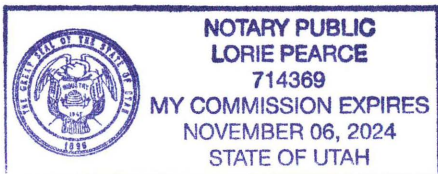
Park City, UT 84060

*Andrew Caplan*  
\_\_\_\_\_  
ANDREW CAPLAN  
Board of Education President

**THE CITY REQUIRES THE DISTRICT TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.**

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SUMMIT        )

On this *17* day of *November*, 2020, before me, the undersigned notary, personally appeared ANDREW CAPLAN, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed it voluntarily for its stated purpose as Board of Education President for Park City School District, a Utah political subdivision.



*Lorie Pearce*  
\_\_\_\_\_  
Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the \_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_ (insert State and County here).

Printed name \_\_\_\_\_

Signature: \_\_\_\_\_

**THIRD ADDENDUM TO AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION**

This THIRD ADDENDUM is made and entered into in duplicate this 29 day of October, 2021, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and PARK CITY SCHOOL DISTRICT, a Utah political subdivision, ("District"), to amend the Agreement signed and executed by the parties on November 20, 1990.

WITNESSETH:

WHEREAS, the parties entered into an Agreement on November 20, 1990, (hereinafter "Original Agreement"); and

WHEREAS, the parties entered into a First Addendum on December 26, 2019; and

WHEREAS, the parties entered into a Second Addendum on November 18, 2020; and

WHEREAS, the term of the Second Addendum is due to end on November 8, 2021, unless extended for a nineteen (18) year term at the sole discretion of City; and

WHEREAS, the parties have mutually agreed to extend the Original Agreement, First Addendum, and Second Addendum under the terms reflected below.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement and First Addendum as follows:

**1. AMENDMENT: Section 4.0, Term, is hereby amended as follows:**

4.0 (a) Subject to prior termination, as provided, the term shall be revised to reflect that it is for thirty-four (34) years, commencing November 8, 1990.

(b) The City at its sole discretion may extend the term by sixteen (16) years by providing notice to the District of its intent to extend by November 8, 2023.

**2. OTHER TERMS.** All other terms and conditions of the Original Agreement, First Addendum and Second Addendum shall continue to apply.

- 3. **ENTIRE AGREEMENT.** This Third Addendum is a written instrument pursuant to Section 14 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
- 4. **COUNTERPARTS.** This Third Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
- 5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Third Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Third Addendum to be executed the day and year first herein above written.

**PARK CITY MUNICIPAL CORPORATION**, a  
Utah municipal corporation  
445 Marsac Avenue  
P.O. Box 1480  
Park City UT 84060-1480

\_\_\_\_\_  
MATT DIAS, City Manager

Attest:

\_\_\_\_\_  
Heath V. Hoag  
City Recorder's Office



Approved as to form:

\_\_\_\_\_  
Margaret Pen  
City Attorney's Office

**PARK CITY SCHOOL DISTRICT**  
2700 Kearns Blvd  
Park City, UT 84060

\_\_\_\_\_  
*[Handwritten Signature]*

ERIN GRADY  
Board of Education President

THE CITY REQUIRES THE DISTRICT TO COMPLETE EITHER THE NOTARY  
BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

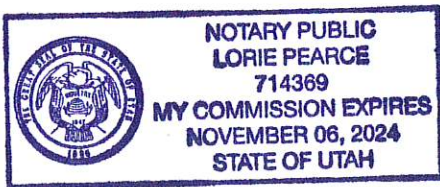
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STATE OF UTAH            )  
  ) ss.  
COUNTY OF SUMMIT    )

On this *19* day of *October*, 2021, before me, the undersigned notary, personally appeared ERIN GRADY, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that she signed it voluntarily for its stated purpose as Board of Education President for Park City School District, a Utah political subdivision.

*Lorie Pearce* \_\_\_\_\_ Notary  
Public



I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the \_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ (insert State and County here).

Printed name \_\_\_\_\_

Signature: \_\_\_\_\_



# Utah Division of Risk Management

## Certificate of Coverage

ISSUER: UTAH STATE RISK MANAGEMENT  
 5120 STATE OFFICE BUILDING  
 SALT LAKE CITY UT 84114  
 (801) 538-9560

CERTIFICATE #: CERT-2201922

ISSUE DATE: 07/09/2021

THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDERS AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGES REFERENCED BELOW.

### COVERED ENTITY INFORMATION

COVERED ENTITY: PARK CITY SCHOOL DISTRICT		2700 KEARNS BLVD PARK CITY	UT	84060
CERTIFICATE HOLDER: Park City Municipal Corporation		445 Marsac Ave, PO box 1480 Park City	UT	84060
POLICY NUMBER: SD 116	EFFECTIVE DATE: 07/01/2021	EXPIRATION DATE: 06/30/2022		

### COVERAGES

THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED ENTITY NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES AND TO THE PROVISIONS OF THE GOVERNMENTAL IMMUNITY ACT OF UTAH (UCA §63G-7-101).

COVERAGE	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> HEALTH CARE PROFESSIONAL LIABILITY <input type="checkbox"/> EMPLOYEES DISHONESTY/FAITHFUL <input type="checkbox"/> PERFORMANCE ERRORS AND OMISSIONS <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY <input type="checkbox"/> PRODUCTS LIABILITY/COMPLETED OPERATIONS	EACH OCCURRENCE: \$1,000,000 GENERAL AGGREGATE: \$3,000,000
<input type="checkbox"/> AUTO LIABILITY <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> GARAGE LIABILITY  <input type="checkbox"/> AUTO COMP/COLLISION	COMBINED SINGLE LIMIT: (EACH OCCURRENCE) GENERAL AGGREGATE:  AUTO COMP/COLLISION DEDUCTIBLE:
<input type="checkbox"/> PROPERTY <input type="checkbox"/> COURSE OF CONSTRUCTION	PROPERTY LIMIT: COURSE OF CONSTRUCTION LIMIT:

#### REASON FOR REQUEST:

An interlocal agreement for joint use of multiple facilities on a regular basis with Park City Municipal Corp and Snyderville Basin Special Recreation District. A thirty (30)-day notice shall be provided in the event of cancellation.

### ADDITIONAL INSURED

ADDITIONAL INSURED       LOSS PAYEE

The Certificate Holder is additional insured with respects to the negligent acts or omissions of the Insured Organization only. Regardless of any indemnity language in a contract between Certificate Holder and Insured Organization, unless such indemnity language is pre-approved by State Risk Management, additional insured status does not confer any coverage on the Certificate Holder for the actions or activities of the Certificate Holder, its employees or representatives.

AUTHORIZED REPRESENTATIVE: *Mark Petersen*

DATE: 07/09/2021



EXHIBIT F

AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION

LEASE AND AGREEMENT  
FOR USE OF  
SCHOOL FACILITIES FOR RECREATION

THIS LEASE AND USE AGREEMENT (Agreement) is made and entered into this 10<sup>th</sup> day of December, 1996 by and between Snyderville Basin Special Recreation District ("SBSRD") and the Park City School District ("District").

WHEREAS, the District is the owner of certain parcels of land upon which it intends to build school fields, and

WHEREAS, the SBSRD is desirous of having recreational facilities and sports fields, and

WHEREAS, the District is desirous of having the SBSRD pay for the construction of the facilities, in exchange for a long-term lease of the sport fields, and

WHEREAS, the District is desirous of constructing such facilities and utilizing them for the benefit of the District and SBSRD, and

WHEREAS, the District is building a larger pool and better facilities for SBSRD use in consideration of SBSRD's contribution to the District's construction costs;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and other considerations expressed herein, the District and SBSRD agree as follows:

1. Premises.

The property covered by this Agreement consists of real property in Summit County, Utah commonly known as school fields, the legal description of which is set forth in Exhibit "A". Fields A & B and excess land that the SBSRD has the option to construct additional facilities

on Exhibit A shall be leased to the SBSRD. (The "Leased Premises".) Exhibit B sets forth Fields C & D.

**2. Lease of Premises and Rent.**

The District hereby leases the Leased Premises to SBSRD for one (1) dollar per year, payable in advance, subject to the conditions and restrictions of this Agreement.

**3. Use of Leased Premises.**

(a) The District shall cause the construction of facilities for public recreation programs in accordance with Exhibit C which is the specifications for the construction of facilities on Exhibit A and B together with improvements described in Paragraph 5(g) (1), (2), (3) & (4) below.

(b) The District shall secure written approval according to procedures described in paragraph 5 from SBSRD for construction of new facilities (not renovation or maintenance) prior to commencing construction.

(c) The SBSRD shall have priority over all users with respect to fields A and B.

(d) The District shall have priority over all users with respect to fields C and D.

(e) The SBSRD and the District shall have use of the fields in accordance with the Joint Use Agreement of even date herewith and in accordance with paragraph 8 of that Agreement and such further agreements between the parties.

(f) SBSRD shall be responsible for the Leased Premises at all times when the Leased Premises are not used by the District or its agents. SBSRD expressly assumes the risk, obligation and liability in connection with the Leased Premises except for those times during which the District is scheduled to use the Leased Premises or any part thereof.

(g) The parties agree to enter into a Joint Use Agreement within ninety (90) days of the execution of this Lease Agreement which shall set forth the terms and conditions by which the parties shall utilize fields A, B, C & D, the priority of the District and SBSRD as to each field, the procedure for allocation of time on the fields, the allocation of costs and expenses related to repair, maintenance and upkeep of the field and a construction schedule. The Joint Use Agreement shall further set forth the design parameters for the facilities on fields A, B, C & D which shall be constructed as set forth below and the details and description of the facilities. The Joint Use Agreement shall further set forth the parameters for use by the SBSRD of the pool facilities. In the event the parties fail to reach a Joint Use Agreement satisfactory to the SBSRD then this Lease shall, at SBSRD's option, terminate and any funds expended by the SBSRD shall be reimbursed by the District.

(h) The Lease Premises constitute a non-public forum and any use of the Lease Premises for other than District sponsored programs and SBSRD sponsored recreation programs is subject to approval by the District.

#### 4. Term.

(a) Subject to prior termination, as provided, the term of this lease shall be for thirty (30) years commencing DECEMBER 10, 1996. At the option of the SBSRD, the Lease shall be extended upon the same terms and conditions for an additional twenty (20) year term. The extended term shall be automatic unless the SBSRD notifies the District, in writing, at least one-hundred and eighty (180) days prior to the expiration of the original term of SBSRD's intention to not extend the term of the Lease.

#### 5. Construction and Renovation.

(a) By COMPLETED SUMMER 1996, the District shall submit to SBSRD a tentative schedule of improvements and construction.

(b) Neither the District nor the SBSRD shall commence construction of new facilities or demolition of existing structures or improvements without prior written consent from the other, which consent shall not be unreasonably withheld.

(c) Once construction is commenced, the District shall diligently pursue completion of the project or phase of construction.

(d) After the initial improvements are made on the Leased Premises, SBSRD shall have the sole and exclusive duty to manage any construction of facilities or improvements on the Leased Premises during the term of the Lease.

(e) Prior to any improvements or construction on the Leased Premises, SBSRD shall submit to the District complete specifications identifying the improvements or construction contemplated by SBSRD and, if possible, plans to be used in connection with the improvement or construction.

(f) The District shall be responsible for managing construction on fields A and B and related facilities as specified by the SBSRD in concert with SBSRD representatives and shall not abandon the construction and shall obtain and commit sufficient money to ensure that the improvements or construction are completed as expeditiously as possible. The District warrants that in the event any improvements for which the SBSRD is responsible for any of the funds for construction that the District will absorb any of the cost overruns and that such improvement shall be timely completed in accordance with the approved specifications.

(g) SBSRD agrees to the following expenditures for the benefit of SBSRD and the District:

- (1) Up to but not to exceed the sum of Four Hundred Thirty-Four Thousand Dollars (\$434,000.00) to construct the facilities on Exhibit B in accordance with the specifications set forth in Exhibit C. (Any amounts in excess of \$434,000 shall be paid by the District and if the expense of construction is less than \$434,000, then any remaining funds shall be rebated to SBSRD.)

- (2) Up to but not to exceed Eighteen Thousand Dollars (\$18,000.00) for the construction of an additional 17 stalls of parking space.
- (3) Up to but not to exceed Two Hundred Thirty-Two Thousand Dollars (\$232,000.00) for the construction of additional locker rooms, building improvements and public access to the swimming pool as described in Exhibit D.
- (4) Up to but not to exceed Five Hundred Eighteen Thousand Dollars (\$518,000.00) to make improvements on the Lease Premises as described in Exhibit A and in accordance with the specifications set forth in Exhibit C. *\$ 1,202,000*
- (5) Any cost overruns or increases due to change orders shall be the responsibility of the requesting party.

*+ \$125,000 pd by SBSRD  
to extend building shell  
for bleacher seating*

**6. Maintenance, Repairs and Utilities.**

(a) SBSRD shall keep and maintain the Lease Premises and all structures, improvements, landscaping, lawns and equipment which may now or hereafter be on the Leased Premises in good condition and repair, consistent with standards for similar SBSRD facilities and in accordance with Exhibit E attached.

(b) The District and the SBSRD shall arrange and pay all costs for the janitorial, utilities (including water), garbage collection, repairs and maintenance on the Leased Premises as further defined in the Joint Use Agreement.

(c) SBSRD shall reimburse the District for any pro rata share of the operating expenses for the Leased Premises during the term of this Agreement in accordance with paragraph 9 of the Joint Use Agreement, including janitorial, utilities (including water), garbage collection, repairs and maintenance.

7. **Indemnification and Insurance.**

(a) Each party covenants and agrees to indemnify, hold harmless and defend the other, its agents and employees from all fines, suits, claims, demands and actions of any kind and nature, including attorney's fees, by reason of any and all of the uses or operations as set forth hereinafter. SBSRD and District agree to assume all risks in the operation of their own recreation programs and facilities hereunder and will be solely responsible and answerable in damages for any and all accidents or injury to persons or property, SBSRD agrees to indemnify, hold harmless and defend School District, its agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions hereunder or the operation of SBSRD's recreation programs on said premises. The School District agrees to indemnify, hold harmless and defend SBSRD, its agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of its use of the Premises.

(b) Each party shall maintain Public Liability Insurance to protect patrons and participants on the premises. Each party shall carry a policy of general liability insurance in an amount of at least \$2,000,000 per person and \$2,000,000 per incident or occurrence. SBSRD shall be named as an additional insured on the School District's policy and the School District shall be named as an additional insured on SBSRD's policy. A certificate of insurance with a 30-day cancellation notice provision shall be provided to each party on or before the lease commencement date and be maintained continuously during the term of this lease. In addition to the liability insurance set forth above, the School District will procure, and keep in full force and effect during the term of this lease, Fire and Extended Coverage Insurance on its improvements, fixtures and equipment to the full insurable value of the same and will furnish SBSRD with evidence of such coverage. SBSRD shall likewise procure, and keep in full force and effect during the term of this lease, Fire and Extended Coverage Insurance on its leasehold improvements to the full insurable value of the same and furnish the School District with evidence of such coverage. Each party may carry whatever additional insurance they deem appropriate.

8. **Title of Improvements.**

Any improvements constructed on the Premises which constitute "fixtures" shall be the property of the District and shall become the District's property at the conclusion of this Agreement without compensation to SBSRD. "Fixtures" as used herein shall mean any improvement which cannot be removed from the Premises without some damage to the existing walls, floors, ceilings or other parts of existing structures. Any improvements to the Premises which do not constitute fixtures shall be the property of SBSRD upon termination of this Agreement and SBSRD shall be entitled to remove such improvements without compensation to the District. Upon termination of this Agreement, SBSRD may remove fixtures only upon receipt of prior written approval from the District. As a condition to removal of any improvement by SBSRD, SBSRD shall restore the Premises to the same condition as before the improvement in question was made.

9. **Other Obligations of the District.**

The District agrees to provide to the public reasonable access to the swimming pool located at the Middle School which it owns and maintains and will provide a minimum number of hours per week to the public at times that will not conflict with use by the District for educational purposes.

10. **Advisory Board Organization.**

SBSRD and the District shall establish a board to advise on the operation of the Leased Premises and other properties relating to the Joint Use Agreement including the design, scheduling and use of facilities addressed in the Joint Use Agreement.

11. **Default.**

(a) SBSRD shall be in default of this Agreement if it:

- (1) Abandons use of the premises for the period of twelve (12) months.
- (2) Fails, after ninety (90) days written notice from the District, to perform or observe any material condition or obligation of this Agreement.
- (3) Fails to reimburse the District the amounts provided for in Paragraph 5(g) or change orders pursuant to Paragraph 5(g)(5) within sixty (60) days after the District requests reimbursement for work completed by the contractor and accepted by both parties.

(b) The District will be in default of this Agreement if:

- (1) abandons use of the premises for the period of twelve (12) months; or
- (2) fails, after ninety (90) days written notice from the District, to perform or observe any material condition or obligation of this Agreement.

(c) In the event of default by any party, the non-defaulting party may demand for cure, seek specific performance, rescission or any other equitable or legal remedy. In the event a civil action is commenced to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of its costs of suit, including a reasonable attorney's fees.



12. **Notice.**

Notice required by this Agreement may be given by mail, postage prepaid, to the following addresses and will be deemed to have been given when posted, property addressed as follows:

Park City School District  
Attention: School Superintendent  
1250 Iron Horse Drive  
P.O. Box 680310  
Park City, Utah 84060

Snyderville Basin Special Recreation District  
Attention: Board Chair  
P.O. 980127  
Park City, Utah 84098

13. **Complete Agreement.**

This Agreement and the exhibit attached hereto constitute the entire agreement of the parties hereto with regard to the matters addressed herein. This Agreement and its Exhibit may be amended only by written agreement of the parties, signed by both parties hereto. No action or inaction of the parties shall constitute waiver, amendment or modification of the terms of this Agreement without a written, mutually signed amendment.

14. **Severability.**

In the event a portion or portions of this Agreement are adjudged to be void or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

15. **Authorization.**

The minutes of the respective Board meetings of SBSRD and the District authorizing this Agreement are attached hereto as Exhibit E.

DATED this 10<sup>th</sup> day of December, 1996

**SNYDERVILLE BASIN SPECIAL  
RECREATION DISTRICT**

By: *Amanda Peterson*  
Its: Board Chair

By: *Sharon Odell*  
Its: Treasurer

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SUMMIT            )

106  
E.

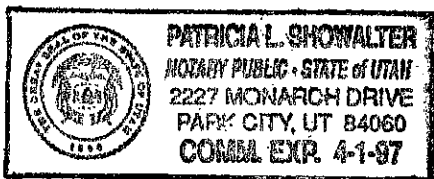
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 1996, by Amanda Peterson, the Board Chair of Snyderville Basin Special Recreation District, a Utah body politic.

*Patricia L. Showalter*  
Notary Signature and Seal



STATE OF UTAH )  
 : SS.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 1996, by SHARON ODELL, the Treasurer of Snyderville Basin Special Recreation District, a Utah body politic.



Patricia L. Showalter  
Notary Signature and Seal

DATED this 10<sup>th</sup> day of December, 1996

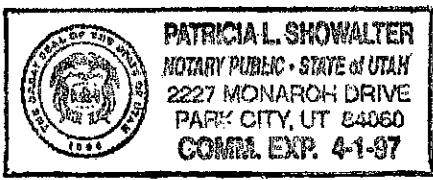
PARK CITY SCHOOL DISTRICT

By: Nikki L. Lowrey  
Its: Board of Education President

By: D. Bruce Kelly  
Its: Business Administrator

STATE OF UTAH )  
 : SS.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 1996, by Nikki L. Lowrey, the Board of Education President of the Park City School District.

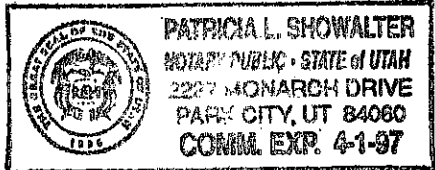


Patricia L. Showalter

Notary Signature and Seal

STATE OF UTAH )  
 : SS.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 10<sup>th</sup>  
day of December, 1996, by D. Burke Jolley, the Board of  
Education Business Administrator of the Park City School District.



Patricia L. Showalter  
Notary Signature and Seal

LEGAL DESCRIPTION  
EXHIBIT A  
SBSRD AND PARK CITY SCHOOL DISTRICT LEASE  
DECEMBER 4, 1996

Beginning at a point South 89°28'21" East 992.06 feet along the Section line and South 1588.18 feet from the Southwest corner of Section 12, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point also being on an existing fence line; and running thence North 25°18'42" West 856.72 feet; thence North 484.59 feet; thence East 460.00 feet; thence South 355.00 feet; thence East 360.00 feet; thence South 275.95 feet; thence East 184.53 feet; thence South 25°18'42" East 294.935 feet to a point on an existing fence line; thence South 64°41'18" West 845.52 feet along said fence line to the point of beginning.

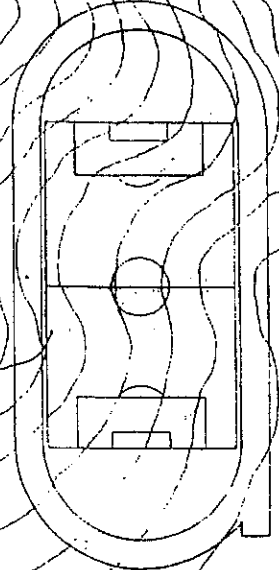
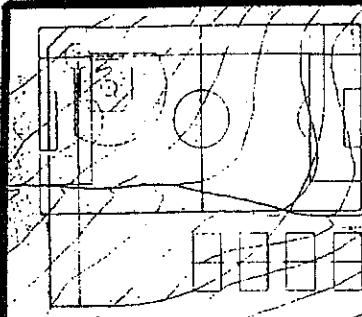
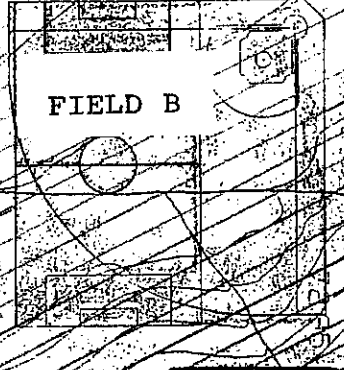
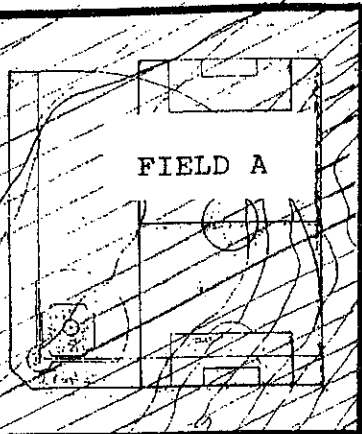
CONTAINS 18.43 ACRES.

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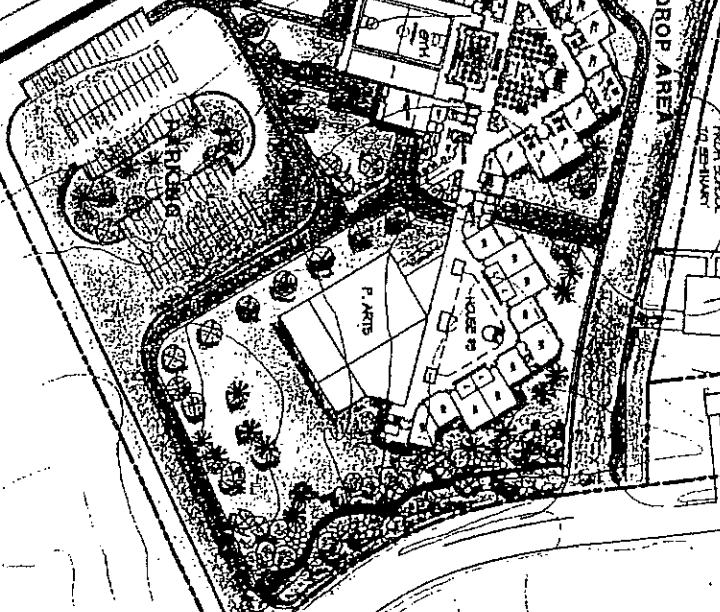
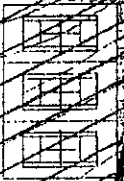
LEASE EXHIBIT A - GRAPHIC

0019

0519



WETLAND



FUTURE  
LDS SEMINARY

LDS CHAPEL

SHARED PARKING

0525

0540

0540

LEASE EXHIBIT B

6400

6430

6430

WETLAND

6300

6400

6340

FUTURE  
LDS SEMINARY

SAVED PARKING

LDS CHAPEL

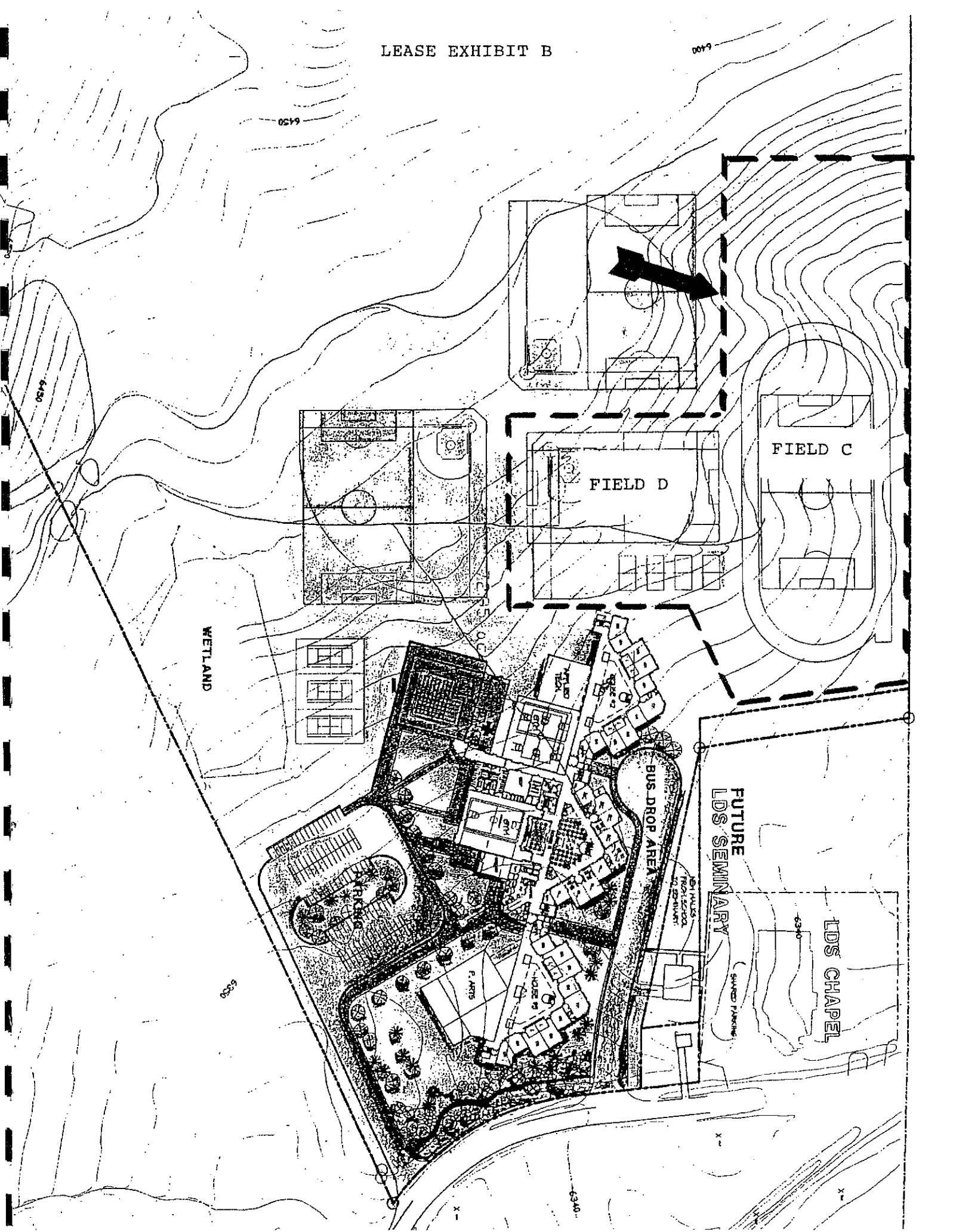
BUS DROP AREA

101 HALLS  
FROM SCHOOL  
TO SEMINARY

X

X

X



LEASE AGREEMENT EXHIBIT C

MIDDLE SCHOOL FIELD UNDERGROUND IRRIGATION AND LANDSCAPE WORK  
CONSTRUCTION SPECIFICATIONS

Construction specifications not deemed necessary as an Exhibit to the Agreement for Joint Use of  
Facilities for Recreation, May, 2007.



LEASE AGREEMENT  
EXHIBIT D

MIDDLE SCHOOL SWIMMING POOL  
ADDITIONAL LOCKER ROOMS, BUILDING IMPROVEMENTS,  
AND PUBLIC ACCESS



LEASE AGREEMENT EXHIBIT E  
MIDDLE SCHOOL FIELDS  
LEVEL III MAINTENANCE STANDARDS

Level III Maintenance Standards are operationally obsolete.

The Agreement for Joint Use of Facilities for Recreation, dated May, 2007, addresses field and facility maintenance in site-specific policies.

SNYDERVILLE BASIN RECREATION BOARD  
MINUTES  
11/22/96  
BURNS FIRE STATION

Board Members Attending: Melissa Call, Richard Dudley, Scott Hill, Rick Perry, Ron Perry, Amanda Peterson, Sharon Odell

Visitors: Commissioner Jim Soter, Brigitta Wray, Karen Wikstrom, Burke Jolley, Mike Andrews, David Chaplin, Colleen Bailey, Carol Murphy, Roger Fulmer, Dave Thomas, Bruce Erickson

The meeting was called to order at 7:35 am, and went into Executive Session, motion by Ron Perry, second by Scott Hill. Topic of discussion was the New Middle School Lease and Joint Use Agreement. The following action item was identified in the executive session:

ACTION ITEM: Richard Dudley will have Alliance Engineering prepare a metes and bounds property description for Exhibit A to the Middle School Lease document.

The public meeting began at 8:25. Motion by Scott Hill, second by Ron Perry.

Committee Reports:

Trails: Melissa Call said no formal applications for the Trails Committee were received after two weeks public notice; the following slate was proposed to serve on the Trails Committee: Melissa Call, Amanda Peterson, Brigitta Wray, Allison Costello, Sena Flanders, Troy Duffin, Charlie Sturgis and Bonnie Park.

Amanda Peterson explained that the Trails Committee will follow through on policies adopted into the Snyderville Basin General Plan.

MOTION: The Trails Committee slate, as submitted to the SBSRD Board by Melissa Call, is accepted and approved. Motion by Scott Hill, second by Ron Perry. Unanimous.

Program of Work: Amanda Peterson introduced a draft of the 1997 Program of Work for Board discussion at the 12/13/96 Board meeting.

ACTION ITEM: All Board members will review the proposed program of work for 1997 and prepare to discuss at the December 13<sup>th</sup> Board meeting.

Policies and Procedures: Bonnie Park explained that there are some discrepancies between the SBSRD By-laws and the current Board term expirations identified on the Administrative Control Board roster. Park indicated that the existing By-laws set forth a two year term; the original intent of the County Commission was to set the SBSRD Board term at four years. Park researched the current term expirations with Anita Lewis (County Commission Executive Assistant) and questioned, "What Board term should be reflected in the By-laws?"

Discussion followed. The Board consensus was that the SBSRD term should be four years to provide continuity, though several felt this was a lengthy commitment for a volunteer. Board members expiring in '97 were asked to submit notice of reapplication to Anita Lewis by the end of December.

December Meeting Schedule/Board Retreat: Amanda Peterson asked the Board if one meeting in December would be acceptable, because of the holidays. The Board unanimously agreed. Scott Hill suggested that we schedule a retreat in January. Amanda Peterson asked that Hill incorporate his recommendation with suggested retreat location and dates into the '97 Program of Work.

Logo Design: Because the SBSRD has facilities coming on line, Amanda Peterson suggested that now is the time to consider a logo for the District. The purpose of the logo would be to create continuity in Park signage and allow for promotional identification (hats, t-shirts, letterhead). Melissa Call volunteered to obtain logo prices and concepts from local graphic designers.

**ACTION ITEM:** Melissa Call will approach local graphic artists for logo prices and design concepts.

At this point in the Committee Reports (8:30 am), Amanda Peterson recommended that SBSRD hold the Public Hearing for the tax increase, as noticed, though no Basin residents were in attendance. Ron Perry recommended that the Board wait until 9:00 am to close the hearing. Commissioner Soter recommended that, in the future, the SBSRD consider holding the Public Hearing in the evening to accommodate those that have day time work commitments.

Finance Committee: Sharon Odell presented three invoices for payment: (1) Zion's Bank invoice for interest and principal payable on the general obligation recreation bond (\$289,136.48); (2) Sear Brown, for Master Plan work; (3) expense report for October, submitted by Bonnie Park.

Amanda Peterson invited all Board members to attend the following County Commission meetings:

1. Monday, November 25<sup>th</sup>, 11:30 - 12:00, Commission Chambers in Coalville, to discuss 1996 Capital Contribution to P.C. Leisure Services, and County participation in the Silver Summit access road to Trailside Park.
2. Monday, December 2<sup>nd</sup>, 10:30 - 10:45, Commission Chambers in Coalville, for the Nadine Gilmore/Trailside Park road dedication acknowledgment.

Peterson reported that, due to the resignation of Commissioner Flinders (SBSRD liaison), County Commissioner Sheldon Richins has asked that SBSRD representatives appear regularly on the Commission agenda with District updates.

Peterson also asked that Board Members plan to attend a Public Hearing during a regularly scheduled Planning Commission meeting on Tuesday, January 14<sup>th</sup>, 7:00 pm, Burns Fire Station, for:

- Recreation and Trails policy revisions to the General Plan
- Recreation and Trails Master Plan document and impact mitigation formula
- Trailside Park Master Plan

Amanda Peterson indicated that the Recreation Master Plan is an agenda item for the December 13<sup>th</sup> Board meeting, and requested that we "run through" the format for the public hearing presentation at that time.

Trailside Park: Rick Perry presented a letter from Todd Claflin requesting funds (\$ 3,420) for a "field trip" to the San Francisco Bay area (letter attached). Board discussion followed. The general consensus was that, while this kind of trip would be worthwhile, the SBSRD is paying Claflin for his expertise, and additional public monies should not be approved for this trip. Richard Dudley indicated that Claflin can research by phone and get appropriate design materials by mail.

MOTION: To deny Claflin Associates' request for field trip monies. Motion by Dudley, second by Hill. Unanimous.

Discussion: Melissa Call indicated that Claflin could learn a lot on a such a field trip, and that the SBSRD should leave the door open for similar requests in the future.

ACTION ITEM: Rick Perry will contact Claflin Associates with SBSRD Board decision to deny request for field trip expense.

Amanda Peterson asked that the Truth in Taxation Hearing be closed. Ron Perry recommended that the SBSRD Board formally adopt the budget at the December 13<sup>th</sup> Board meeting, and that future public hearings regarding taxation be held in the evening. Public Hearing Closed 9:10 am.

ACTION ITEM: Bonnie Park will put the formal Budget Adoption on the December 13<sup>th</sup> SBSRD Agenda.

Rick Perry reviewed proposed Trailside phasing so that Todd Claflin can move ahead with Design Development phase of Trailside Park (attached). The phasing would allow major land disturbance and heavy equipment use to be completed at the outset for phases I and II.

Melissa Call said that some trails must be included in the first phase. Call suggested Claflin recommend where trails be located within the Park, and then work with Troy Duffin. Amanda Peterson suggested that trail design and construction be given to Troy Duffin.

Bonnie Park questioned if Claflin would be responsible for the design of the county road. Richard Dudley indicated that Claflin would design the road from Silver Summit to the egress by Highland Estates.

Richard Dudley asked that "fencing" of Park be added to "Park Boundary markers," and that, in the first phase, he would like to see fields developed, and have parking and restrooms built above and below fields.

MOTION: To give Todd Claflin Board consent to begin and complete Design Development and working drawings for Trailside Park Phases I and II. Motion by Rick Perry, second by Ron Perry. Unanimous.

Discussion: Commissioner Soter recommended that the Board develop a time-line for Trailside construction completion.

SBSRD/School Board Joint Work Session: At 9:45 am, representatives of the Park City School District joined the SBSRD in a round table discussion of the new Middle School Lease and Joint Use Agreement (attached). All those in attendance identified themselves, and Amanda Peterson began the discussion with background on the committees that had streamlined the documents to this point.

Richard Dudley indicated that priority use of fields had been an area of concern. Dudley explained that priority use is based on the understanding that the SBSRD is leasing the ground, and the lease would establish what the SBSRD has, if the School District ever "went away." The compromise was to leave the lease document with priority of use on Fields A & B, and change the Joint Use to more clearly define SBSRD priority from June 15 - August 15. Dudley reviewed the Exhibits that would be attached to both documents and School Board representatives were in agreement with Exhibit A boundaries indicated on a map, from which a legal description will be prepared.

Colleen Bailey brought up a concern with Lease, 6c (page 4), regarding pro rata share of operating expense. Burke Jolley questioned how pro rata will be decided, indicating an uncertainty with the level of use and level of impact; the School Board would like clearer definition on how costs are shared. Richard Dudley suggested the Advisory Board would research and "get comfortable" with the sharing formula. He explained that watering expense might start at 50/50, but that mowing for an event, or lining of fields would be attached to a specific use vs. recess activity.

After lengthy discussion, it was determined that language would be added to Joint Use #9 (page 6) reflecting an annual review of budget and calculation of maintenance expense, to be reviewed and revised by the Boards by March 31<sup>st</sup> of each year. The group agreed that it would consider competitively bidding field maintenance for all four fields in the future if City maintenance became cost prohibitive or was not performed at Level Three maintenance standards.

Colleen Bailey raised a question on the makeup of the Advisory Board, Joint Use #3a (page 2). After discussion it was agreed that two members will be selected by the District, two members will be selected by the SBSRD, and that one member will be selected by these four representatives from the public at large. The at large representative will reside within the School District boundaries, but may not be a Board member or paid employee of either District. It was further agreed that a staggering of terms be determined. Burke Jolley recommended an "at will" term (no term limitations) for the four Advisory Board representatives of SBSRD and the District, and the term designation for the "at large" representative be three years with a "required reappointment." The group was in consensus on this revision.

Burke Jolley questioned Lease Agreement #11(a, 3) (page 6), and asked that language be added to address reimbursement to the District for change orders requested by SBSRD: "Fails to reimburse the District the amounts provided for in Paragraph 5(g), or change orders per 5(g)(5) of the Lease Agreement, within sixty (60) days...." The group agreed.

Additional School District concerns were voiced and resolved:

- Joint Use #8d (page 5) "excluding vacation periods" was deleted to accommodate true school activities during vacations.

- Lease #3 (page 2) add item (h.) with language provided by Mike Andrews to address uses of fields inconsistent with school children. As explained by Carol Murphy, this will give necessary power to the Advisory Board to decline requests for inappropriate activities.
- Burke Jolley reaffirmed that calendaring of outside activities will come after the District and SBSRD; Park City Youth "Select Soccer" and "Youth Football" will be secondary.
- Colleen Bailey requested the Advisory Board be notified when an event is cancelled.

MOTION: To approve Middle School Facilities Lease and Joint Use Agreements as modified at this morning's meeting, and accept and authorize Amanda Peterson and Sharon Odell to sign the document after SBSRD Board members have received revisions and approved by fax to the SBSRD Office. Motion by Melissa Call, second by Scott Hill. Unanimous.

ACTION ITEM: Bonnie Park will distribute revised Agreements to SBSRD Board members with an approval notice to be faxed back to the SBSRD office.

Burke Jolley requested that the SBSRD provide revised copies to the School District for review. Jolley suggested the Lease and Joint Use Agreements be presented to the School Board as a decision item at their meeting on December 10. If approved, signing will take place that evening; two copies will be needed for signature.

ACTION ITEM: Bonnie Park will provide copies of revised agreements to School District; one copy with highlighted changes from today's meeting. Bonnie Park will call Sandra Hall to determine time frame of sign-off during their 6 pm meeting on December 10, so that Amanda Peterson, Sharon Odell and other SBSRD representatives can be present. Two originals will be prepared for signature.

Amanda Peterson commended the group for their productive comments and thanked School District representatives for their participation.

Rick Perry motioned to approve the minutes of 10/25 and 11/8, second by Ron Perry.

Meeting was adjourned at 11:05.

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ACTION ITEMS:

1. Richard Dudley will have Alliance Engineering prepare a metes and bounds property description for Exhibit A to the Middle School Lease document.
2. All Board members will review the proposed program of work for 1997 and be prepared to discuss at the December 13<sup>th</sup> Board meeting.
3. Melissa Call will approach local graphic artists for logo prices and design concepts.
4. Rick Perry will contact Claflin Associates with SBSRD Board decision to deny request for field trip expense.

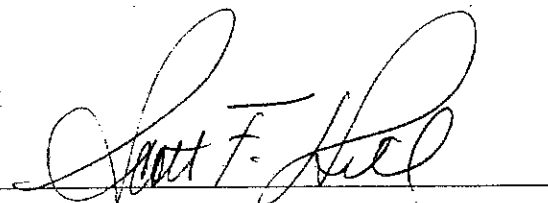
5. Bonnie Park will put the formal Budget Adoption on the December 13<sup>th</sup> SBSRD Agenda.
  6. Bonnie Park will distribute revised Agreements to SBSRD Board members with an approval notice to be faxed back to the SBSRD office.
  7. Bonnie Park will provide copies of revised agreements to School District; one copy with highlighted changes from today's meeting. Bonnie Park will call Sandra Hall to determine time frame of sign-off during their 6 pm meeting on December 10, so that Amanda Peterson, Sharon Odell and other SBSRD representatives can be present.
- 

**MOTIONS:**

1. The Trails Committee slate, as submitted to the SBSRD Board by Melissa Call, is accepted and approved. Motion by Scott Hill, second by Ron Perry. Unanimous.
2. To deny Claflin Associates' request for field trip monies. Motion by Dudley, second by Hill. Unanimous.
3. To give Todd Claflin Board consent to begin and complete Design Development and working drawings for Trailside Park Phases I and II. Motion by Rick Perry, second by Ron Perry. Unanimous.
4. To approve Middle School Facilities Lease and Joint Use Agreements as modified at this morning's meeting, and accept and authorize Amanda Peterson and Sharon Odell to sign the document after SBSRD Board members have received revisions and approved by fax to the SBSRD Office. Motion by Melissa Call, second by Scott Hill. Unanimous.

Minutes prepared by : Bonnie Park

Secretary/Board Member Approval



\_\_\_\_\_



**Park City Board of Education  
Regular Session Minutes  
December 10, 1996  
6:08 p.m.**

The Park City Board of Education met in a regular session at Jeremy Ranch Elementary School after due, legal, and timely notice of said meeting being given to all members and interested parties. President Lowry called the meeting to order and welcomed all visitors. Board members present were: Colleen Bailey, David Chaplin, Carol Murphy and Roger Fulmer. Staff members in attendance were: Burke Jolley, Tom Van Gorder and Sandra Hall. Student-on-the board Ashley Jones was also in attendance. Guests included: (List attached).

Consent Calendar

A motion was made by Member Chaplin to approve the consent calendar which consisted of :

closed session and regular session minutes of November 19, 1996  
closed session minutes of November 29, 1996  
accounts payable registers of November 14 and 22, 1996  
monthly budget report of December 2, 1996  
monthly receipt register of December 2, 1996

**Recommendations to employ the following classified personnel:**

<b>Rolando Rocha</b>	<b>custodian/bus driver</b>	<b>district (full-time)</b>
<b>Gregory Jones</b>	<b>maintenance</b>	<b>district (full-time)</b>
<b>Joseph Soto</b>	<b>custodian</b>	<b>TMMS (full-time)</b>
<b>Cathy Godfrey</b>	<b>library aide</b>	<b>PCHS (part-time)</b>
<b>Kevin Calderwood</b>	<b>technology aide</b>	<b>PCHS (part-time)</b>
<b>Debra Johnson</b>	<b>food service</b>	<b>PCHS (part-time)</b>
<b>Bonnie Torres</b>	<b>food service</b>	<b>PCHS (part-time)</b>
<b>Brenda Davis</b>	<b>food service</b>	<b>PCHS (part-time)</b>
<b>Susan Anderson</b>	<b>special ed./preschool</b>	<b>MPES (part-time)</b>

To affirm the decision of the acting superintendent to suspend a student from Park City High School for a period of one year and to modify the suspension of a student at Treasure Mountain Middle School to return to school at the beginning of the 1997-98 school year.

Permission was granted for two families to home school one child each.

Motion was seconded by Member Murphy and passed unanimously.

Board Recognition

Board Member Roger Fulmer recognized and thanked district maintenance personnel Brent Kummer, Don Alvey and Larry Callister for their efforts to keep the parking lots plowed; mechanics Brad Barker and Scott Atkinson for keeping the buses running; and "zero hour" bus drivers Ellen Maynes and John Benson for transporting students at such an early time.

Public Comment

President Lowry said she wanted to apologize to her fellow Board Members for being so irascible at the last meeting and it was important to note that everyone has been working extremely hard.

She then announced that the Board will consider a new, revised Internet policy and simplified permission form later in the meeting and if approved, it will be posted and, hopefully, adopted early in January. She also said they were going to give the administrators direction to give the Board a recommendation as to the logistics of filtering.

In addition, President Lowry said the Board is still studying issues dealing with the field trip and employee involvement with non-school travel policies and will postpone any further action until a later date.

Melanie Edwards thanked the Board for re-looking at the Internet policy.

Jeri Maak addressed the Board in Spanish and then said that as a high school teacher she, as well as all the schools, need additional help in the ESL program.

Michelle Taylor asked the Board to allow Internet access as soon as possible.

Georgette Cunningham expressed concerns with boundaries for the new middle school.

Tim Douglas had concerns with growth in the area and said the Board might want to consider impact fees again.

Mark DeWald asked the Board to delay the decision on the middle school boundaries for thirty days.

Greg Baltz gave the Board a letter from Stacy Dymalski on filtering of the Internet.

Elizabeth Owens asked the Board to consider having students from Ranch Place attend the new middle school instead of Treasure Mountain Middle School. In addition, she felt the schools needed additional help for the Spanish speaking students.

Kathy Hunter said she also felt additional help was needed for the Spanish speaking students and she hoped the Board would reconsider the Internet policy and not be so concerned with potential law suits.

Student-on-the-Board Ashley Jones said students were concerned with the field trip policy.

#### Construction Update

Gary Acord reported the new middle school construction, including the pool, is coming right along. The district office is being framed and colors will soon be submitted to the staff for their consideration. He thanked the high school for their patience and said this was a difficult job due to the remodeling. He told the Board a decision needs to be made by February 1 on the type of seats to be installed in the performing arts center.

#### Park City High School High School 1997-98 Scheduling Update

Hal Smith said they will soon conduct a student interest survey and hope to have their course catalog available in January. They are getting ready to do a second mailing to eighth grade students regarding course selection, honor classes, etc. High school students will register on February 10 and middle school students and their parents will be invited to the high school for a social that same evening. He also said they believe in the eight period block schedule and would like it to continue so they can expand opportunities for students.

Hal told the Board one of the site-based committee's proposed goals is to pursue graduation pathways. He asked the Board to consider the following goal statement and to please give them a prompt response:

"With School Board approval, the Site Based Committee will develop and promote 'Graduation Pathways' that will enhance students knowledge and skills in their chosen interests. Communicate and counsel with students and parents these pathways and the effects of these pathways on the students future, recognizing that each pathway must fulfill required state core curriculum."

Member Bailey said she would like to see examples of pathways and President Lowry asked if A.P. and honor classes could be make available to more students.

The Board will review this issue at a special work session on January 7, 1997.

Lease and Agreement for Use of Fields/Facilities at New Middle School

Representatives from the Snyderville Basin Special Recreation Board: Amanda Peterson, Richard Dudley, Melissa Call, Sharon O'Dell, Scott Hill and Bonnie Park were introduced and welcomed to the meeting.

A motion was made by Member Bailey to enter into a Lease and Agreement for Use of School Facilities for Recreation and Special Use Agreement with the Snyderville Basin Special Recreation District. Motion was seconded by Member Fulmer and passed unanimously.

The Snyderville Basin Special Recreation District Board then presented Burke Jolley with a check in the amount of \$854,602.00 to cover a portion of the work that has already been completed on the fields and pool at the new middle school.

Member Murphy said at first she was very doubtful an agreement could be reached and that sometimes it does take a year to work things out. This agreement allows us to do more for our students and is a savings to the taxpayers.

President Lowry thanked the members of the Snyderville Basin Special Recreation Board for being such a pleasure to work with.

Policies

A motion was made by Member Murphy to post the newest revised Policy INI - Acceptable Use Policy for Internet Access. Member Bailey seconded the motion and it passed unanimously.

Treasure Mountain Middle School Counseling Program

A motion was made by Member Murphy to adopt the Treasure Mountain Middle School Counseling Program as presented. Motion was seconded by Member Fulmer and passed unanimously.

New Middle School Boundaries

A motion was made by Member Fulmer to approve the new middle school boundaries to include the areas of Spring Creek, Silver Creek, Summit Park, Timberline, Jeremy Ranch, Hidden Cove, South Ridge, Pinebrook, Powderwood and Crystal View and to move elementary students who live at Powderwood and Crystal View from Parley's Park Elementary School to Jeremy Ranch Elementary School. Motion was seconded by Member Chaplin.

Member Murphy pointed out that Treasure Mountain Middle School has a larger capacity and everyone needs to understand that when the new middle school fills up the district will very likely change the boundaries before constructing an addition to the new school. The Board is committed to offering quality education at all schools.

Member Fulmer said it was important to look at school capacities two years down the line since that is how long it takes to plan and build a new pod.

Member Bailey said it was difficult to vote against your constituents but since she could not come up with anything different she would have to do just that.

President Lowry called for a vote on the motion and it passed unanimously.

Process for Naming New Middle School

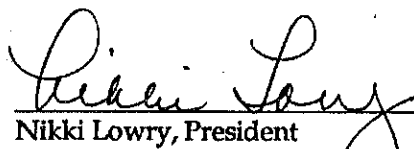
Written suggestions should be submitted to Lynda Lambert at the district office.

Information Sharing

All the members of the Board indicated they would attend the Utah School Boards Convention in Salt Lake on January 10 and 11.

A motion was made by Member Bailey to adjourn and to immediately return to closed session for the discussion of personnel issues and to meet again at Jeremy Ranch Elementary School on January 7, 1997 in a special work session. Motion was seconded by Member Murphy and passed unanimously.

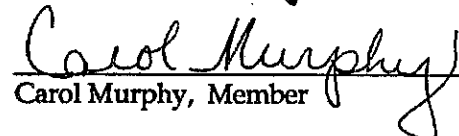
Meeting adjourned at 8:20 p.m.

  
\_\_\_\_\_

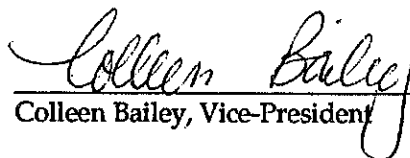
Nikki Lowry, President

  
\_\_\_\_\_

David Chaplin, Member

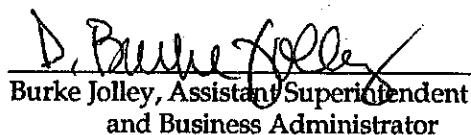
  
\_\_\_\_\_

Carol Murphy, Member

  
\_\_\_\_\_

Colleen Bailey, Vice-President

\_\_\_\_\_  
Roger Fulmer, Member

  
\_\_\_\_\_

Burke Jolley, Assistant Superintendent  
and Business Administrator

## JOINT USE AGREEMENT

This Agreement is made and entered into this 10<sup>th</sup> day of DEC, 1996, by and between the Snyderville Basin Special Recreation District and the Board of Education of Park City School District

WHEREAS, the Board of Education of Park City School District is constructing a new middle school in Summit County, Utah as more particularly set forth on Exhibit "A" attached hereto; and

WHEREAS, the Snyderville Basin Special Recreation District has committed to the District the sum of One Million Two Hundred Two Thousand Dollars (\$1,202,000) for the purpose of construction of improvements on the playing fields, parking lot and swimming pool; and

WHEREAS, the Snyderville Basin Special Recreation District has entered into a long term lease of even date herewith with the District for the use of play fields (the "Lease Agreement"); and

WHEREAS, the parties acknowledge that over time the needs of each party may change due to population growth and therefore the terms of this Agreement will need to be modified from time to time; and

WHEREAS, the Lease Agreement contemplates the execution by the parties to the lease of a joint operating agreement for the use of the Facilities as more fully set forth below.

NOW THEREFORE, in consideration of the mutual covenants of the parties herein contained, it is agreed as follows:

1. Definition and Description of Parties and Terms:
  - a. "SBSRD" shall mean the Snyderville Basin Special Recreation District, a Utah body politic, whose principal address is c/o Board Chair, P.O. 980127, Park City, Utah 84098.
  - b. "District" shall mean the Board of Education of Park City School District, a political subdivision of the State of Utah.
  - c. "Facilities" shall mean the playing fields and any buildings or fixtures constructed thereon located on Exhibits "A" & "B" attached hereto together with the swimming pool located at the middle school adjacent to the playing fields together with the right of access to and from the school parking lots.

2. Purpose of Agreement:

The purpose of this Agreement is to provide for the shared use of the Facilities between the District and the SBSRD, according to the parameters set forth herein, and to designate the rights and responsibilities of each party regarding the shared use of the Facilities. In the event of any conflict between this Agreement and the Lease and Agreement for Use of School Facilities for Recreation, the Lease and Agreement for Use of School Facilities for Recreation shall control.

3. Advisory Board Organization:

- a. There is created under the terms of this Agreement an Advisory Board comprised of five (5) members. Members shall not be compensated for their participation on the management advisory board. The five (5) members shall be selected as follows:
  - two (2) members selected by the District
  - one (1) member from the public residing within the District boundaries and not an employee of either the SBSRD or the District and selected by the other four Board members
  - two (2) members selected by the SBSRD
- b. Each member of the Advisory Board shall be appointed for a three (3) year term, except that some of the initial members of the Board shall be appointed for lesser terms in order to establish staggered terms.
- c. Any vacancies on the Advisory Board may be filled by a replacement named by the party or entity appointing the person creating the vacancy. If a party or entity fails to fill a vacancy within thirty (30) days of the vacancy being created, the Advisory Board will continue to function with the vacancy. The existence of a vacancy shall not affect any actions taken by the advisory board during the period of any vacancy.
- d. The Advisory Board may take action by the vote of a majority of its voting members present at the meeting when the vote is held. No vote shall be valid if there are less than a majority of appointed voting members present at the vote. Such meetings shall be pursuant to notice and shall comply with the applicable rules and regulations governing meetings of District and the SBSRD.

4. Duties of Advisory Board:

- a. The Advisory Board will receive requested calendaring of events from each party and through their designee shall coordinate access to and use of the Facilities within the parameters and limitations set by this Agreement.
- b. The Advisory Board may make recommendations to the District and to the SBSRD regarding matters relevant to the satisfactory operation of the Facility.
- c. The Advisory Board shall establish a joint use committee to supervise the day to day operations of the Facilities. The committee shall have a minimum of three (3) members consisting of a representative of the District, a representative of the SBSRD, and a representative from the entity operating the recreation programs of the SBSRD.

5. Duties and Authority of the District:

- a. The District possesses and retains the authority to determine availability and use of the Facilities except as provided for within this Agreement and the Lease Agreement with the SBSRD.
- b. The District will make the Facilities available for use by the SBSRD according to the terms of this Agreement and the Lease Agreement.
- c. All payments to the SBSRD under this Agreement shall be made monthly in accordance with the District's payment policies.
- d. The District will procure and maintain in full force during the term of this Agreement comprehensive general liability insurance naming both the District and the SBSRD as insureds for the use or occupancy of the Facilities scheduled by the District. The limits of such insurance shall not be less than \$2,000,000 per occurrence. Appropriate certificates of such insurance shall be provided by the District to the SBSRD and upon request from time to time by the SBSRD to verify coverage.
- e. The District agrees to provide immediate notice to the SBSRD of any dangerous or unsafe condition on District property that the District discovers or creates at the Facilities through sponsors or participants of an event scheduled by the District at the Facilities.

6. SBSRD Duties:

- a. The SBSRD will coordinate and schedule its use of the Facilities in advance through the calendar as specified in this Agreement.
- b. The SBSRD will pay the District for custodial support staff which is required or requested.
- c. The SBSRD will pay the District for other support staff which is required or requested.
- d. All payments to the District under this Agreement or the Lease Agreement shall be made monthly, in accordance with the Summit County payment policies.
- e. The SBSRD will procure and maintain in full force during the term of this Agreement comprehensive general liability insurance naming both the District and the SBSRD as insureds in relation to the Facilities scheduled by the SBSRD. The limits of such insurance shall not be less than \$2,000,000 per event. Appropriate certificates of such insurance shall be provided by the SBSRD to the District and upon request by the District from time to time to verify coverage.
- f. The SBSRD agrees to provide immediate notice to the District of any dangerous or unsafe condition on the District Property that the SBSRD discovers or creates at the Facilities or on District property, through sponsors or participants of an event scheduled by the SBSRD at the Facilities.
- g. The SBSRD shall maintain or cause its agents to maintain Fields A and B in accordance with the specifications set forth in Exhibit "C" attached hereto.

7. Event Revenues:

- a. Ticket prices, if any, for an event will be determined by the party scheduling that event and all ticket revenues shall be the property of the scheduling party.
- b. Taxes, if any, due on ticket sales will be paid by the party scheduling the event for which tickets were sold. If the District is held responsible by a taxing authority for any taxes for an event



scheduled by the SBSRD, the SBSRD will reimburse the District for the amount of the taxes for which the District is held responsible, and for all related costs, penalties, interest, and reasonable attorneys' fees incurred by the District. If the SBSRD is held responsible by a taxing authority for any taxes for an event scheduled by the District, the District will reimburse the SBSRD for the amount of the taxes for which the SBSRD is held responsible, and for all related costs, penalties, interest, and reasonable attorneys' fees incurred by the SBSRD.

- c. Concessions may be sold at the option of the party scheduling the event. The scheduling party will retain all concession revenues received at its events, and is responsible for payment of all taxes, of any.

8. Calendaring the Use of Facilities:

The use of the Facilities and the scheduling of such use shall conform to the following requirements:

- a. The parties shall each submit to the Advisory Board their respective calendars of anticipated events. Submissions will be at least ninety (90) days in advance of the scheduled event. The parties shall use their best efforts to maintain a long term scheduling calendar in order to avoid any conflicts.
- b. Notwithstanding any other provision herein, District events will have first priority and the SBSRD second priority in calendaring and in use of the Facilities owned by the District (but not the property subject to the Lease with the SBSRD). Notwithstanding any other provision herein, SBSRD events will have first priority in calendaring and in use of Fields A and B leased by the SBSRD. Once a schedule has been established for a particular period, that schedule shall supersede the priorities set forth in this Agreement.
- c. The District will have exclusive use of Fields A, B, C, & D from 6:00 a.m. through 4:00 p.m., Monday through Friday each week during days that school is in session unless mutually agreed upon with the SBSRD.
- d. The SBSRD will have exclusive use of the Fields A, B, C, & D during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the parties, non-school hours shall mean after 4:00 p.m. and prior to 6:00 a.m.

Monday through Friday and all day Saturday and Sunday. The school year shall mean that period from August 15 to June 15.

- e. The parties to this Agreement acknowledge and understand that the needs of the parties may change over time due to increased growth in the area and increased student population. The parties agree to negotiate in good faith and make necessary amendments to this Agreement to accomplish this intent.
- f. The parties shall establish a reasonable schedule of maintenance of the Facilities to be conducted during regular business hours and to provide the least interference with the activities scheduled by the parties.

9. Maintenance, Repairs and Utilities:

The SBSRD and the District shall arrange and pay all costs for the janitorial, utilities (including water), garbage collection, repairs and maintenance on the Facilities. The District and the SBSRD shall reimburse the other for any pro rata share of the operating expenses for the Facilities during the term of this Agreement, including janitorial, utilities (including water), garbage collection, repairs and maintenance. The pro rata budget and calculations shall be reviewed annually by the Advisory Board for presentation to the SBSRD and the District for its mutual approval by March 31 of each year.

10. Compliance with Applicable Law:

The SBSRD and the District when using Facilities, will comply with all applicable federal, state and local government laws, regulations, and orders. If a specific event or activity scheduled by the SBSRD or the District would violate any such law, regulation, or order, the SBSRD or the District will take all steps necessary to comply therewith, including canceling the event if compliance is not possible.

11. Suitable Use:

The parties will use the Facilities only in the manner for which they were constructed, and will not make any permanent or substantial physical change to the Facilities without first obtaining written approval of the District or the SBSRD as may be appropriate.

12. Term:

This Agreement shall be in effect upon its execution by each of the parties hereto for however long the Lease between the parties governing the

some of the facilities is in effect. This Agreement may be renewed by the written consent of both parties. In the event of any default of any provision of this Agreement, the non-defaulting party shall give the defaulting party notice of the default, which if not cured within thirty (30) days may constitute grounds for terminating this Agreement. Any uncured default under the Lease Agreement shall be grounds for termination of this Agreement

13. Cancellation and Termination:

It is agreed that either party shall have the privilege, with cause, to cancel and annul this Agreement on one (1) year prior written notice by registered mail, or by personal delivery of written notice, to the other party.

14. Integrated Contract:

This Agreement represents the entire agreement between the parties, and supersedes any and all other agreements or understandings between the parties whether written or oral.

15. No Assignment:

Neither the District nor the SBSRD shall assign its rights and duties under this Agreement without the prior written consent of the other party.

16. Modification:

There may be no modification of this Agreement, except in writing, executed with the same formalities as this instrument.

17. Clause Headings:

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they appertain.

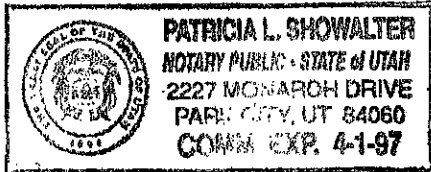
18. Notice:

Any notice required or called for under the terms of this Agreement shall be delivered by personal delivery or registered mail to the following addresses:



STATE OF UTAH )  
 : ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 10 day of December, 1996, by D. Burke Jolley, the Board of Education Business Administrator of the Park City School District.



Patricia L. Showalter  
Notary Signature and Seal

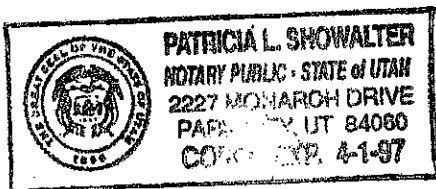
SNYDERVILLE BASIN SPECIAL RECREATIONAL DISTRICT

By: *Annalisa Peterson*  
Its: Board Chair  
Date: 12/10/96

By: *Sharon Odum*  
Its: Treasurer  
Date: 12/10/96

STATE OF UTAH )  
 : ss.  
COUNTY OF SUMMIT )

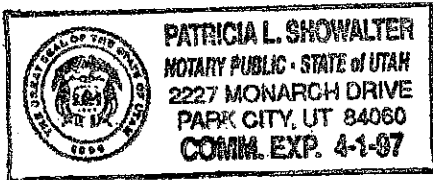
The foregoing instrument was acknowledged before me this 10 day of December, 1996, by AMANDA PETERSON, the Board Chair of Snyderville Basin Special Recreation District, a Utah body politic.



Patricia L. Showalter  
Notary Signature and Seal

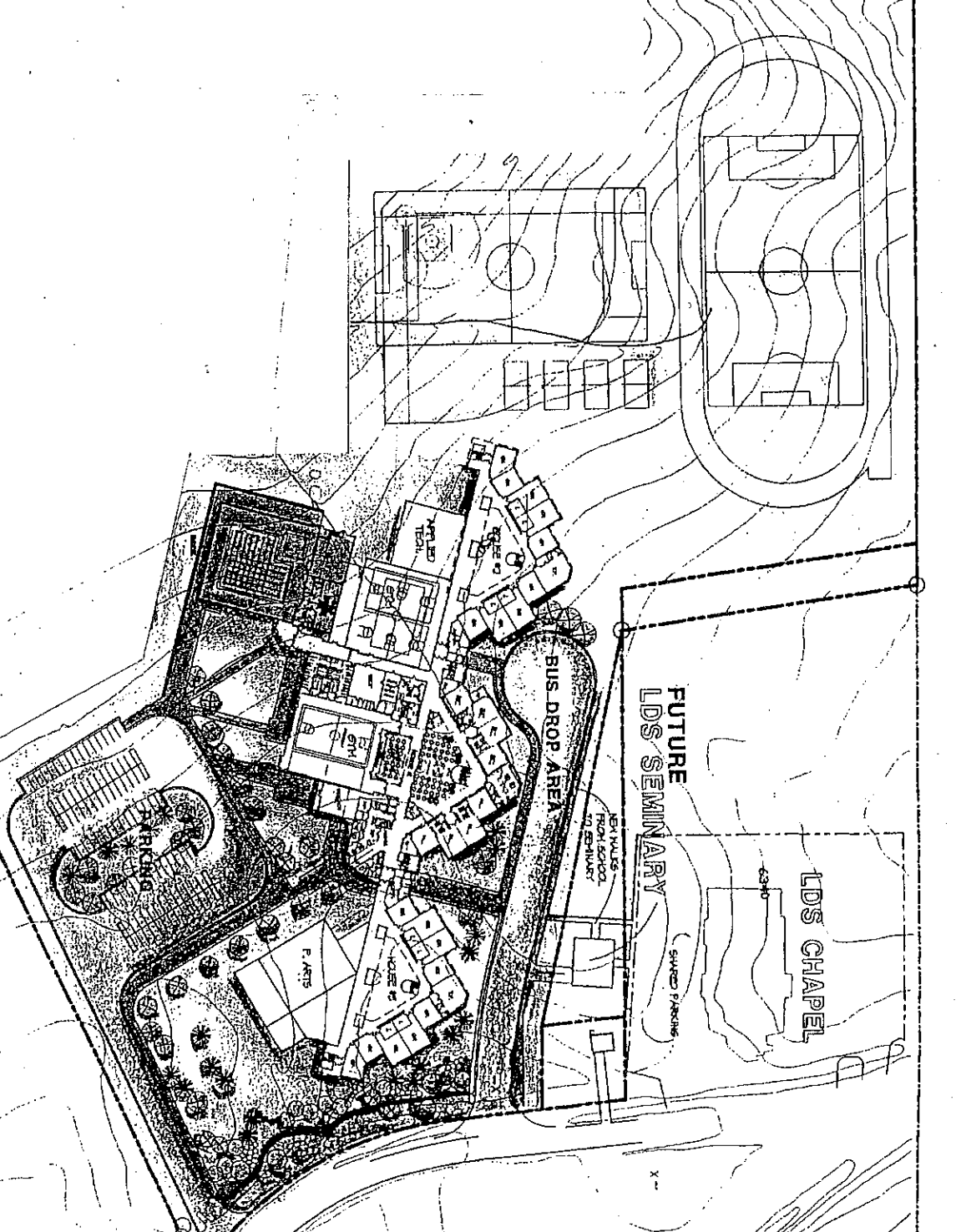
STATE OF UTAH )  
 : ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 10 day of December, 1996, by SHARON ODELL, the Treasurer of Snyderville Basin Special Recreation District, a Utah body politic.



Patricia L. Showalter  
Notary Signature and Seal

JOINT USE AGREEMENT  
EXHIBIT A  
NEW MIDDLE SCHOOL



6450

6400

6300

6240

LDS CHAPEL

FUTURE  
LDS SEMINARY

BUS DROP AREA

MEN TULLIS -  
FRONT SCHOOL  
IN SHILVER

SAVED PARKING

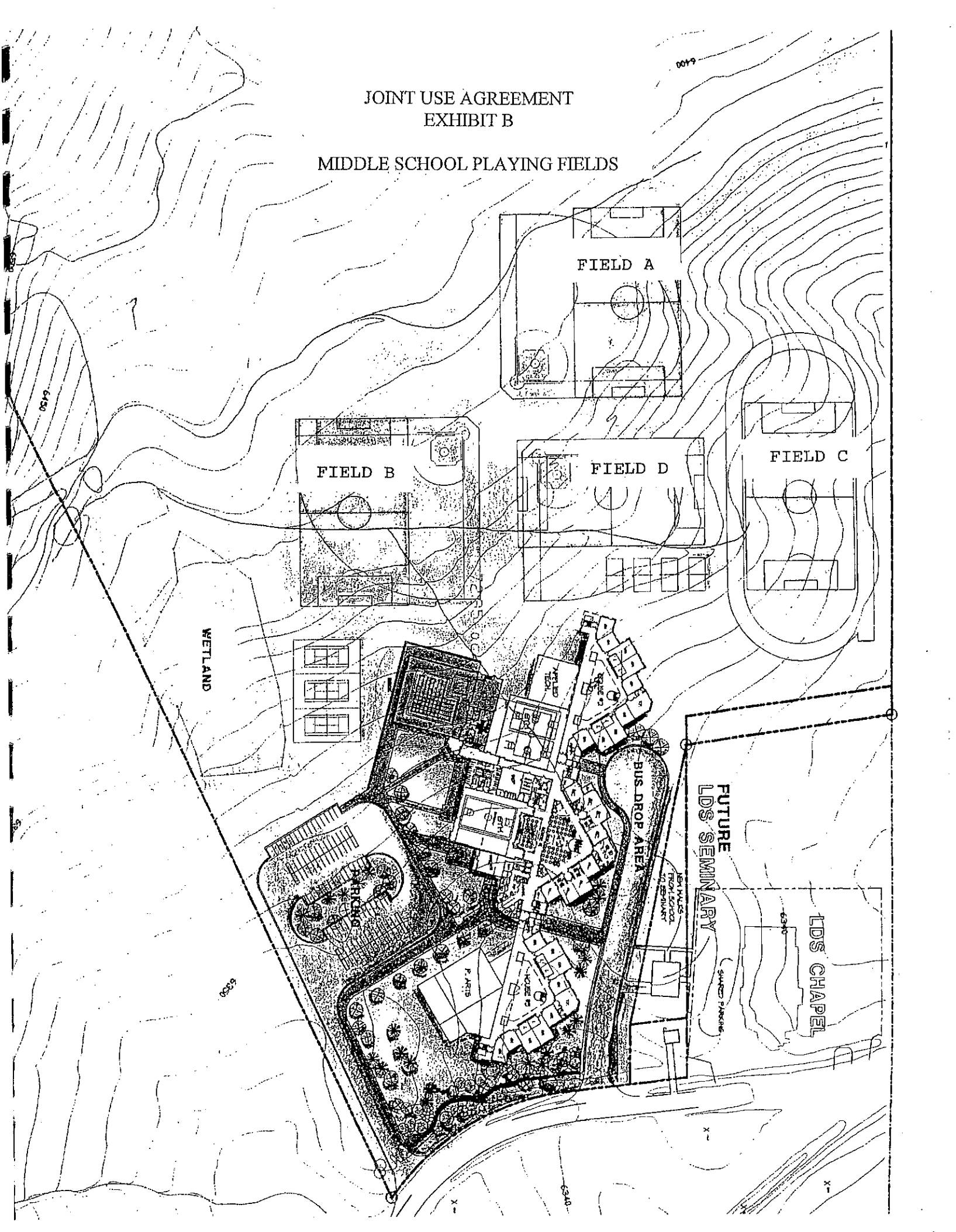
X

X

X

JOINT USE AGREEMENT  
EXHIBIT B

MIDDLE SCHOOL PLAYING FIELDS





JOINT USE AGREEMENT

EXHIBIT C

MIDDLE SCHOOL FIELDS

LEVEL III MAINTENANCE STANDARDS

Level III Maintenance Standards are operationally obsolete.

The Agreement for Joint Use of Facilities for Recreation, dated May, 2007, addresses field and facility maintenance in site-specific policies.

EXHIBIT G

AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION

Interlocal Cooperative Agreement for Regional Ice Facility

**THIS INTERLOCAL COOPERATIVE AGREEMENT** (this "*Agreement*") is entered into effect August 31, 2004 by **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT** (the "*District*"), and by **PARK CITY MUNICIPAL CORPORATION** (the "*City*"), each political subdivisions of the State of Utah (collectively referred to herein as the "*Parties*"), for the purpose of outlining responsibilities associated with the cooperative construction and operation of a recreational ice facility.

**RECITALS:**

A. UTAH CODE ANN. § 11-2-1 authorizes governmental entities such as the Parties to designate, acquire, equip, operate and maintain public recreational facilities.

B. The "Interlocal Cooperation Act," UTAH CODE ANN. §§ 11-13-101 to -313, as amended (the "*Act*"), enables governmental entities such as the Parties to cooperate with each other on the basis of mutual advantage to more efficiently provide governmental facilities, services and improvements to the general public, including, without limitation, public recreational facilities.

C. The Parties are each committed to promoting the health and welfare and enhancing the quality of life for their citizens.

D. In furtherance of those purposes, the Parties desire to jointly develop an ice skating facility available to the public (the "*Ice Facility*"), to enhance recreational opportunities within the geographical region where both are situated (the "*Region*"), thereby promoting the health, safety and welfare of their citizens.

E. The Parties have each determined that the Ice Facility will prove a valuable asset to their respective constituents and the development thereof is fully consistent with their respective institutional missions and the public interest.

F. Park City voters, via special bond election held November 6, 2001, authorized the City to issue general obligation bonds in an amount not to exceed Four Million Dollars (\$4,000,000.00) to construct an ice facility and make park improvements (\$2,000,000.00 to be used for the Ice Facility and \$2,000,000.00 for use towards other park improvements). The City's use of such bond proceeds to construct, maintain, own, and operate the Ice Facility pursuant to this Agreement is intended to fulfill the City's obligations to construct an ice facility pursuant to said bond election.

G. District voters, in a special bond election held on November 6, 2001, authorized the District to issue general obligation bonds ("the Bonds") for the purpose of acquiring, constructing and equipping an ice rink and other recreation facilities, and the District intends to use funds received as proceeds from the sale of the Bonds for the District share of the cost of the initial construction of the Ice Facility subject to this Agreement to fulfill the obligation of the District to provide the Ice Facility authorized in the special bond election.

H. This Agreement shall not become effective until it is first approved by resolution of the District Administrative Control Board (the "*District Board*") and of the City's City Council, as evidenced by the execution hereof by the appropriate officers of the District and the City.

## AGREEMENT:

**NOW, THEREFORE**, in consideration of the premises, the Parties' mutual covenants and undertakings, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows in compliance with and pursuant to the provisions of the Act:

### ARTICLE 1 DEFINITIONS; INTERPRETATION

Section 1.1. **Definitions.** In this Agreement and any amendments hereto, the following terms shall have the meanings specified below:

"*Act*" shall mean the Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -313, as amended.

"*Agreement*" shall mean this "Interlocal Cooperative Agreement for Regional Ice Facility."

"*City*" shall mean Park City Municipal Corporation and its successors.

"*District*" shall mean Snyderville Basin Special Recreation District and its successors.

"*Parties*" shall mean both the City and the District collectively

"*Ice Facility*" shall mean the regional ice rink and associated required parking facility designed, constructed, and operated pursuant to this Agreement. As used herein, "*Ice Facility*" shall not include the City-owned real property upon which the regional ice rink will be located.

"*Lease*" shall mean any lease, sublease, operating, management or similar agreement affecting the Ice Facility.

"*Net Operating Deficit*" shall mean the negative difference between all revenues and all expenditures of the Ice Facility, with the exception of general obligation bond debt payments of the District and the City.

"*Net Operating Profit*" shall mean the positive difference between all revenues and all expenditures of the Ice Facility, with the exception of general obligation bond debt payments of the District and the City.

"*Ice Facility Reserve Fund*" shall mean the monies set aside to cover any operating budget deficits.

“*Capital Replacement Reserve Fund*” (*CRRF*) shall mean the monies set aside to fund Capital Equipment Replacement and capital improvements as needed from time to time for long-term upkeep of the Ice Facility.

“*Expansion Fund*” shall mean the monies set aside to fund future Ice Facility expansion which may include but are not limited to contributions by the Parties, and/or grants and gifts.

“*Use Guidelines*” shall mean operating goals and objectives of the Ice Facility, as outlined by both Parties. They are intended to serve as advisory guidelines.

Section 1.2. **Interpretation.** This Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (a) Definitions include both singular and plural;
- (b) Pronouns include both singular and plural and cover both genders; and
- (c) The captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article or section of this Agreement.

## ARTICLE 2 DESIGN, PLANNING AND CONSTRUCTION RESPONSIBILITIES

Section 2.1. **Intent:** The Parties recognize the value in combining financial resources to jointly construct, maintain, and operate the Ice Facility. The Parties also recognize the potential challenges of having multiple parties involved in the planning, design and construction. Therefore, given the contribution of land by the City and the nature of the larger proposed recreation complex project and the City ownership, the Parties agree that the City shall solely own the Ice Facility and will take the lead in the design, planning and construction of the Ice Facility. The City will involve District representatives in all stages of the design and construction phase so that District recommendations can be taken into consideration by the City. The District recommendations will be considered advisory only and shall not be controlling.

Section 2.2. **City Responsibilities.** The City will:

- (a) Complete all preliminary planning steps, to include site surveys, wetland studies, environmental reviews, and regulatory compliance coordination.
- (b) Complete all action steps related to annexing the City-owned property into the City limits.
- (c) Prepare and administer all RFP's, professional service contracts, and construction agreements necessary to complete the design and construction of the Ice Facility.
- (d) Select and retain the services of an ice facility consultant who will be available for consultation during design and construction phases of the Ice Facility. The City will also actively seek to hire a General Manager of the overall recreation complex who has a background in ice facility management. It will be the City's desire to select and phase in the hiring schedule of the General Manager so as to allow involvement in the planning and construction phases.

- (e) Prepare project and construction budgets that will define the anticipated costs associated with the Ice Facility.
- (f) Contribute all necessary land and \$2 million dollars towards the capital costs of designing, constructing and outfitting the Ice Facility.
- (g) Invite the District to participate and add recommendations in each of the above steps in an advisory capacity. ✓
- (h) Budget annually and contribute a minimum of \$50,000 a year to the Operating Subsidies outlined in Section 4.3.
- (i) Provide to the public reasonable access to the ice rink located at the Park City Recreation Complex, which it operates and maintains. The City will make best efforts to balance local programming with tourist related revenue producing events. Efforts will be made to track direct and indirect benefits of hosting events. As a guideline, the City will look to reduce the operating deficit by promoting and hosting events. Local programming should not be negatively interrupted for events that do not see a net profit through direct and indirect revenues.

Section 2.3. **District Responsibilities:** The District will:

- (a) Appoint a representative(s) to assist the City in various design and construction stages outlined in Sections 2.1 and 2.2 herein. ✓
- (b) Contribute \$2 million dollars towards the capital costs of designing, constructing and outfitting the Ice Facility. ✓
- (c) Budget annually and contribute a minimum of \$50,000 a year to the Operating Subsidies outlined in Section 4.3. ✓

Section 2.4. If after thirty (30) days written notice from the District and opportunity to cure, the City fails to budget and contribute the funds committed under the terms of this Agreement, then the District shall have the right to terminate this Agreement as provided in Articles 6 and 8 herein.

Section 2.5 If after thirty (30) days written notice from the City and opportunity to cure, the District fails to budget and contribute the funds committed under the terms of this Agreement, then this Agreement shall automatically terminate and the District shall forfeit all benefits and rights conferred upon the District and residents of the District by this Agreement, including but not limited to the balanced fee benefit provided at Section 5.3 and any claim or right to assets and/or remuneration pursuant to Article 6.

### ARTICLE 3 FACILITY DESCRIPTION; FINANCIAL ISSUES

Section 3.1. **Description of the Facility.** The Ice Facility shall be owned solely by the City and will be located on City-owned land near the State Route 248 / Highway 40 interchange (Quinn's Junction). The facility area description and listing of minimum building components are described in greater detail in Exhibit "A" of this Agreement. No title or interest in the City-owned real property upon which the Ice Facility will be located shall transfer or otherwise vest in the District as a result of this Agreement. ✓

Section 3.2. **Initial Capital Contributions.** In addition to City owned land, each Party agrees to fund \$2 million dollars toward the design, planning, construction and initial outfitting of the Ice Facility. By December 1, 2004, each Party will secure and have available funds of no less than \$2 million dollars to contribute towards the above outlined costs. The Parties agree that all work associated with Ice Facility improvements and outfitting of the Ice Facility will be paid for through use of the initial capital contributions and any monies raised through fundraising. Costs include, but are not limited to, surveys, legal descriptions, title reports, architectural design fees, construction costs, construction management fees, furniture, fixtures and equipment. Capital equipment shall include items defined in Exhibit "B". The CRRF will provide for Ice Facility repair and Ice Facility upgrades.

- (a) **Breakdown of Initial Capital Allocations** - The Parties agree that with the known funds available, the initial capital contributions will be divided as follows:
- |                              |   |                     |
|------------------------------|---|---------------------|
| 1. Construction Costs        | = | \$3.5 million       |
| 2. Design & Outfitting Costs | = | <u>\$.5 million</u> |
| Total                        | = | \$4 million         |
- (b) **Review Period** -- The City and District will meet upon completion of design development drawings to review cost estimates and options given the project budget of \$4 million dollars. Discussions at this time will evaluate the ability to deliver the project within budget or whether an amendment to this Agreement is necessary. ✓
- (c) The Parties agree to address projected shortfalls prior to construction bid advertisement through reduction in scope and/or through capital campaign efforts. Amendments to this Agreement pursuant to Section 9.12 may be necessary. ✓
- (d) In the event cost estimates exceed available funds, the Parties agree to value engineer the project, which may include further reductions in scope. ✓

#### ARTICLE 4 OPERATION OF THE ICE FACILITY

Section 4.1. **Management.** The City will oversee management and operation of the Ice Facility and overall Quinn's Junction Recreation Complex. A professional ice facility manager (the "General Manager") will be hired as required by Section 2.2.d. above, employed by the City and be responsible for managing the Ice Facility.

Section 4.2. **Annual Budget.** An annual budget breaking down the costs of operating the Ice Facility will be prepared by the General Manager and incorporated into the City's overall budgeting system, in accordance with Section 4.3, below.

Section 4.3. Operating Contributions.

(a) Annual Net Operating Deficit/Profit. The Parties acknowledge the expectation that the Ice Facility will not achieve 100% cost recovery on the operating costs through revenues generated by the Ice Facility. A long-range plan of minimizing the operating deficits and targeting a break-even or possibly a net operating profit will be a goal of the General Manager. In the event that there is a Net Operating Profit, the City will accumulate that profit into an undesignated fund balance to offset future net operating deficits. The Parties agree as follows:

(1) Funds. The City shall create three funds ("Funds") for the purpose of reducing the anticipated annual Net Operating Deficit (Ice Facility Reserve Fund), and accumulating monies for the Capital Replacement Reserve Fund (CRRF) and Expansion Fund. Said funds may be augmented through grant applications and other sources. The funds will be placed in interest-bearing accounts managed by the City, in accordance with rules of the State Money Management Act, UTAH CODE ANN. §§ 51-7-1, *et seq.*

(2) Annual Operating Subsidies.

- i. City Responsibilities. The City will annually budget for and contribute a minimum of \$50,000 per fiscal year into the Funds in accordance with Subsection v. below. The City will track and report on the Ice Facility's budget performance.
- ii. District Responsibilities. The District will budget for and contribute a minimum of \$50,000 per fiscal year into the Funds, in accordance with Subsection v. below. It is understood by the Parties that the District intends to generate contributions through RAP tax grant applications by the SBSRD in the first two years of operation. In the event that RAP tax proceeds exceed \$50,000 in the first two years of operation, the SBSRD will commit an additional 50% of any RAP receipts in excess of the \$50,000 minimum. In subsequent years, the District's contribution will not be more or less than \$50,000 per year even with fluctuations in the Ice Facility budget, unless amended pursuant to item v. set forth below. It is also understood by the Parties that should RAP tax grants be unavailable to the District, then the District will contribute their minimum \$50,000 annual payment through other funding mechanisms.
- iii. The allocation of the District contribution will be distributed based on the "District's Annual Payment Distribution Schedule" as outlined within Exhibit B pursuant to the following order of priority in the three basic categories of:
  1. Ice Facility Reserve Fund
  2. Capital Replacement Reserve Fund
  3. Expansion Fund
- iv. The District and City commit to making funding contributions under the following schedule, or as otherwise agreed to by the Parties with the intent that the contributions generally occur during the first two years of Ice Facility operations:

- a. First Payment – December 15, 2005, or 6 months prior to scheduled facility completion date, whichever comes later.
  - b. Second payment – by December 15, 2006
  - c. Subsequent years – by December 15<sup>th</sup> of each subsequent year
- v. The District and the City agree to review the amount of annual contributions and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations to the Ice Facility Reserve Fund, the CRRF and the Expansion Fund.
- a. The review will include a specific evaluation of the allocation to the Ice Facility Reserve Fund, and the allocation to the CRRF to verify growth in the CRRF through an annual transfer to be specified as a line item in the Ice Facility budget. It is the long-term goal of the District for their annual contribution to go to the CRRF and Expansion fund.
  - b. Any withdrawal from the CRRF by the City will require notice to the District. Fund activity and balance will be reported annually as a part of the City's annual independent audit.

REVISED

(3) Ongoing Maintenance. The Parties anticipate that the City will recover (to the extent possible) the Ice Facility's maintenance costs through user fees, as assisted by the Parties' annual contributions and the accumulated Ice Facility Reserve Fund. The Parties Agree that the CRRF may be used for Ice Facility replacement items that carry a useful life of more than one year and have a minimum cost of \$1,000.

(4) The City will set fees and program activities for the Ice Facility in conformance with the terms of this Agreement and utilizing Exhibit C – "Use Guidelines" as a tool to assist in determining the right mix and balance of operating fees and activity schedules.

(5) Fundraising. In addition to revenue generation through traditional user fees and concessions, the City & District shall endeavor to increase revenues through efforts to obtain sponsorships, individual donations, and various charitable contributions. Acceptable means of revenue generation include, but are not limited to, dasher board and program advertising, sponsorships and grant writing.

✓



**ARTICLE 5  
REPRESENTATIONS AND WARRANTIES**

Section 5.1. **Filing of Agreement.** The Parties each covenant that this Agreement shall be filed with its keeper of records as required by the Act.

Section 5.2. **No Litigation.** The Parties each represent and warrant that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which the District or the City, as applicable, is a party or to which any of its property is subject which, if determined adversely to such Party, would individually or in the aggregate (a) affect the validity or the enforceability of this Agreement, or (b) otherwise materially adversely affect such Party's ability to comply with its obligations hereunder.

Section 5.3. Residents of the District shall not be charged any cost for the use of the Ice Facility in excess of the cost paid by residents of the City for the use of the Ice Facility. City residents shall not be granted discounts or any other economic reduction in the cost of use not equally available to residents of the District for use of the Ice Facility. The intent of this provision is to make access to and use of the Ice Facility for residents of the District equal to the costs and terms for access to and use of the Ice Facility for City residents during the period this Agreement is in force.

**ARTICLE 6  
TERM; TERMINATION**

Section 6.1. **Term.** This Agreement shall be in full force and effect and be legally binding upon the Parties only after its execution, following approval by resolution by the District Administrative Control Board and the City's City Council and shall run for a term of fifty (50) years or the maximum duration allowed by Utah Code Ann. § 11-13-216, as amended, if such maximum duration exceeds fifty (50) years.

Section 6.2. **Termination.** Unless terminated pursuant to the default provisions at Sections 2.4 and 2.5 and Article 8 herein, or upon expiration of the term of this Agreement pursuant to Section 6.1 herein, this Agreement may be terminated only via amendment to this Agreement duly executed by the Parties pursuant to Section 9.12 herein.

Section 6.3. **Disposition of Assets Upon Termination.** Upon termination of this Agreement pursuant to Section 6.2 herein, the Parties hereby agree that the City shall retain all ownership, use, and control rights to the Ice Facility and that the City shall pay to the District a settlement amount equal to the depreciated value of the District's total capital contributions pursuant to this Agreement.

**ARTICLE 7  
INDEMNIFICATION; INSURANCE**

Section 7.1. **Indemnification.** The Parties are governmental entities under the "Utah Governmental Immunity Act" (UTAH CODE ANN. § 63-30-1, *et seq.*) (the "Immunity Act") and shall enjoy all of the immunities, benefits and protections thereunder. Consistent with the terms of the

Immunity Act, and as provided herein, the District, the City each are responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees.

Section 7.2. **Insurance.** The City shall maintain public liability and Building and Contents Insurance as required by approved City standards.

## ARTICLE 8 DEFAULT

A Party shall be in default under this Agreement if it fails to perform any obligation hereunder within thirty (30) days after written demand by the other Party. Upon a Party's uncured default hereunder, the non-defaulting Party shall be entitled to pursue any and all remedies available at law or in equity. Prior to terminating this Agreement for default pursuant to Section 2.4 or 2.5 herein, the non-defaulting Party shall deliver written notice of its intent to terminate the Agreement to the Party in default. If the Party in default fails to cure the default within thirty (30) days of such notice, this Agreement shall automatically terminate.

## ARTICLE 9 GENERAL PROVISIONS

The following provisions also are integral to this Agreement:

Section 9.1. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Section 9.2. **Integration.** This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof and constitutes the entire contract between the Parties.

Section 9.3. **Time.** Time is the essence hereof.

Section 9.4. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

Section 9.5. **Waiver.** No failure by a Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

Section 9.6. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

Section 9.7. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 9.8. **Litigation.** If any action, suit or proceeding is brought by a Party against the other Party with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party. Unless otherwise expressly provided in this Agreement, no breach of this Agreement shall entitle any party to unilaterally cancel, rescind or terminate this Agreement; but such limitations shall not affect in any manner any other rights or remedies which either party may have by reason of any such breach.

Section 9.9. **Exhibits.** All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

Section 9.10. **Counterparts.** This Agreement may be executed in several counterparts, any one of which shall be regarded for all purposes as one original.

Section 9.11. **Further Acts.** The Parties agree that they will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

Section 9.12. **Amendment.** This Agreement shall not be modified or amended except in writing, which shall be signed by the duly authorized representative of each of the Parties after the adoption of a resolution by their respective governing bodies approving the modification or amendment, provided, however, that if the Parties have outstanding debt, no amendment to this Agreement may be made which would have a material adverse impact on the debtors without the prior consent of said debtors.

Section 9.13. **Assignment.** Neither Party may assign any interest herein without consent of the other Party and receipt by the City and the District of an opinion of counsel to the effect that such assignment is authorized under the Act. The terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of the Parties.

Section 9.14. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

8-26-2004

**If to the District:**

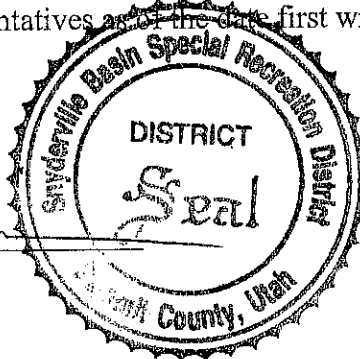
Snyderville Basin Special Recreation District  
Attention: District Administrator  
P.O. Box 980127  
Park City, UT 84098

**If to the City:**

Park City Municipal Corporation  
Attention: City Manager  
P.O. Box 1480  
Park City, UT 84060

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ATTEST:

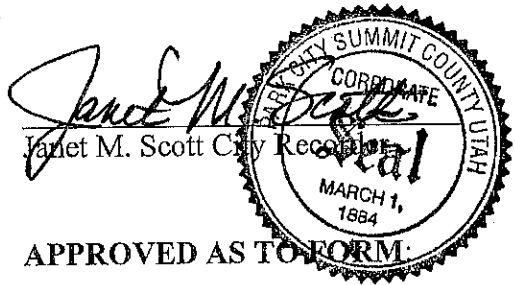


SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

Scott A. Siemon  
Scott Siemon, Clerk

Tim Douglas 8/31/04  
Tim Douglas, Board Chair

PARK CITY MUNICIPAL CORPORATION



Janet M. Scott  
Janet M. Scott City Recorder

Dana Williams  
Dana Williams, Mayor

APPROVED AS TO FORM:

Timothy C. Twardowski  
Timothy C. Twardowski,  
Assistant Park City Attorney

PARSONS, DAVIES, KINGHORN & <sup>HARRIS</sup> PETERS

Gerald H. Kinghorn  
Gerald H. Kinghorn,  
Attorney for the Snyderville Basin  
Special Recreation District

# Exhibit A

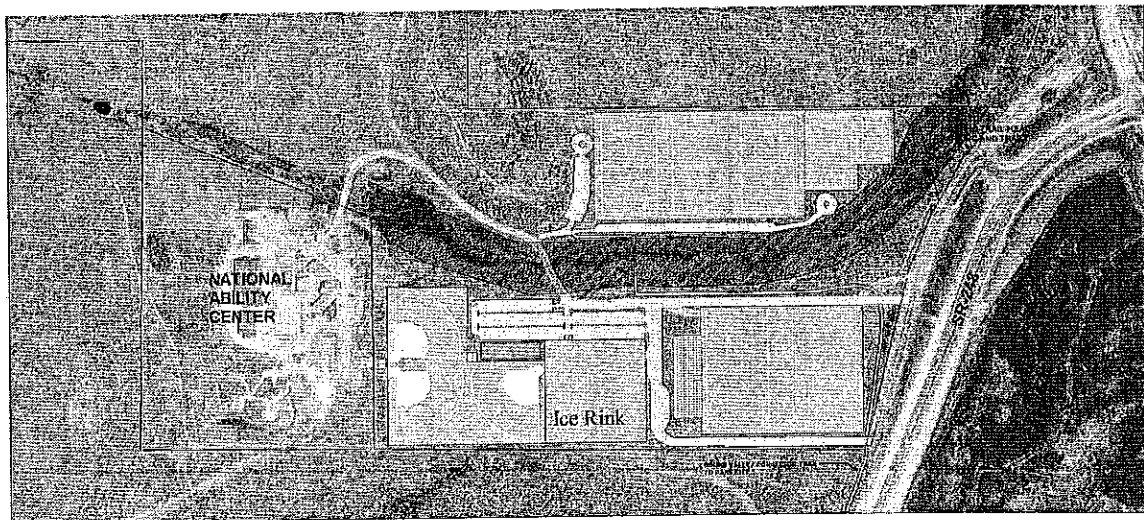
## Ice Facility Area Description, Components, Concept Drawing

### I. Area Description:

The Ice Facility will be located on City-owned land near the State Route 248 / Highway 40 interchange (Quinn's Junction).

### II. Ice Facility Components:

- a) Initial construction is proposed to include a minimum:
  - (1) 100' x 200' enclosed ice sheet
  - (2) Bleacher seating (200-300, plus slab space to allow for temporary bleacher seating for an additional 300-400).
  - (3) Four Team locker rooms, 1 ref/family,
  - (4) restrooms for a minimum of 600,
  - (5) concession area for skate rentals and sharpening
  - (6) entry vestibule/ticket sales/warming area
  - (7) food and pro shop "flex space,"
  - (8) mechanical and zamboni storage
  - (9) meeting/party room(s)
  - (10) Office Space
- b) Conceptual Drawing:



 PROPOSED RECREATION COMPLEX

PARK CITY  
RECREATION COMPLEX  
DRAFT



## Exhibit B

### Estimated Initial Furnishings, Fixtures & Equipment

Ice Resurfacers (Zamboni)	1	\$	90,000.00
Edger for ice Maintenance	1	\$	4,000.00
Flooding hoses/ shovels/squeegees		\$	1,000.00
Ice Painting Equipment	1	\$	2,500.00
Hockey Nets (pairs)	2	\$	3,000.00
Scoreboard	1	\$	9,500.00
Handtools and Hardware		\$	3,500.00
Floor Scrubber	1	\$	6,000.00
Vacuum and Cleaning tools		\$	1,500.00
Ladders		\$	1,500.00
Concession Equipment		\$	45,000.00
Chairs & tables		\$	25,000.00
Smallwares		\$	25,000.00
Phone system	1	\$	20,000.00
Computers		\$	10,000.00
Office Furniture		\$	10,000.00
Cash Registers		\$	2,500.00
Specialty Audio / Video Equipment		\$	-
Photocopiers/Fax machines	1	\$	15,000.00
Rental Skates / Helmets	600 pair	\$	45,000.00
Skate Aides	50	\$	2,500.00
Skate Sharpening Machines	2	\$	20,000.00
<b>TOTAL</b>		<b>\$</b>	<b>342,500.00</b>

**Estimated Capital Replacement Lifespans per Equipment Type**

Equipment	Life Expectancy/ yrs	Cost	Comments	40 Year Life Cycle cost
Zamboni	10	\$90,000.00	Trade in Value (\$25,000.00)	\$195,000.00
Ice Edger	5	\$4,000.00		\$28,000.00
Hockey Nets	5	\$1,500.00		\$10,500.00
Scoreboard	20	\$10,000.00	Trade in Value (\$2,000.00)	\$8,000.00
Compressors	3	\$4,000.00	(2 compressors) Rebuilt on 3 year cycle	\$104,000.00
Chiller	20	\$50,000.00	Total Replacement	\$50,000.00
Condenser	20	\$45,000.00	Total Replacement	\$45,000.00
Coolant Pumps	15	\$5,000.00	Replacement	\$12,500.00
Dehumidifier	10	\$20,000.00	Desiccant Wheel Replacement	\$60,000.00
HVAC Units	20	\$15,000.00	Estimate 4 Units	\$60,000.00
Water Heaters	10	\$10,000.00	Estimate 2 Units	\$60,000.00
Rubber Skaters Flooring	10	\$50,000.00	Replacement of flooring in High Traffic Areas	\$150,000.00
Rental Skates	10	\$75.00pr.	Replace 50% of inventory every 5 years	\$67,500.00
Skate Sharpener	10	\$10,000.00	Trade In Value \$1000.00	\$54,000.00



## Estimated Capital Replacement Costs by Year

*(based on 40-year life cycle)*

Year	Equipment Needed	Notes	Individual Equip. Cost	TOTAL COST FOR YEAR
3	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
5	Ice Edger Hockey Nets		\$4,000 \$1,500	\$5,500
6	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
9	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
10	Hockey Nets Ice Edger Zamboni Dehumidifier Water Heaters Rubber Skaters Flooring Rental Skates Skate Sharpener	Desiccant Wheel Replacement Estimate 2 Units at \$10,000 each Replacement of flooring in high-traffic areas Three hundred skates at \$75/pair (replace 50% of inventory every 5 years) Two sharpeners at \$10,000 each	\$1,500 \$4,000 \$90,000 \$20,000 \$20,000 \$50,000 \$22,500 \$20,000	\$228,000
12	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
15	Hockey Nets Ice Edger Compressors Coolant Pumps	Two compressors at \$4,000 each Replacement	\$1,500 \$4,000 \$8,000 \$5,000	\$18,500
18	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
20	Skate Sharpener Rental Skates Rubber Skaters Flooring Water Heaters Dehumidifier Hockey Nets Ice Edger Zamboni	Two sharpeners at \$10,000 each Three hundred skates at \$75/pair (replace 50% of inventory every 5 years) Replacement of flooring in high-traffic areas Estimate 2 Units at \$10,000 each Desiccant Wheel Replacement	\$20,000 \$22,500 \$50,000 \$20,000 \$20,000 \$1,500 \$4,000 \$90,000	

	Scoreboard		\$10,000	
	Chiller	Total Replacement	\$50,000	
	Condenser	Total Replacement	\$45,000	
	HVAC Units	Estimate 4 Units at \$15,000 each	\$60,000	\$393,000
21	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
24	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
25	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	\$5,500
27	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
30	Skate Sharpener	Two sharpeners at \$10,000 each	\$20,000	
	Rental Skates	Three hundred skates at \$75/pair (replace 50% of inventory every 5 years)	\$22,500	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	\$50,000	
	Water Heaters	Estimate 2 Units at \$10,000 each	\$20,000	
	Dehumidifier	Desiccant Wheel Replacement	\$20,000	
	Coolant Pumps	Replacement	\$5,000	
	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	
	Compressors	Two compressors at \$4,000 each	\$8,000	
	Zamboni		\$90,000	\$241,000
33	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
35	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	\$5,500
36	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
39	Compressors	Two compressors at \$8,000 each	\$8,000	\$8,000
40	Skate Sharpener	Two sharpeners at \$10,000 each	\$20,000	
	Rental Skates	Three hundred skates at \$75/pair (replace 50% of inventory every 5 years)	\$22,500	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	\$50,000	
	Water Heaters	Estimate 2 Units at \$10,000 each	\$20,000	
	HVAC Units	Estimate 4 Units at \$15,000 each	\$60,000	
	Dehumidifier	Desiccant Wheel Replacement	\$20,000	
	Condenser	Total Replacement	\$45,000	
	Chiller	Total Replacement	\$50,000	
	Scoreboard		\$10,000	

Hockey Nets	\$1,500	
Ice Edger	\$4,000	
Zamboni	\$90,000	\$393,000

*Grand Total of Costs for 40 years*      **\$1,378,000**

\* Forecasted expenditures include costs in year 40 that would extend the itemized equipments respective lifespan one more cycle.

### District's Annual Payment Distribution Schedule

Year	Operating Deficit Contrib. (%)	Estimated Op Deficit Dollar Contrib	District CRRF Contrib. (%)	Estimated CRRF Contribution In \$	Estimated CRRF \$ need per above	District Expansion Fund (%)	Estimated Expansion Contribution In \$
1 - 2	90%	\$90,000	10%	\$10,000	\$0	0%	\$0
3 - 6	0%	\$0	75%	\$150,000	\$21,500	25%	\$50,000
7 - 10	0%	\$0	75%	\$150,000	\$236,000	25%	\$50,000
11-15	0%	\$0	75%	\$187,500	\$26,500	25%	\$62,500
16-20	0%	\$0	75%	\$187,500	\$401,000	25%	\$62,500
21-25	0%	\$0	50%	\$125,000	\$21,500	50%	\$125,000
26-30	0%	\$0	50%	\$125,000	\$249,000	50%	\$125,000
31-35	0%	\$0	50%	\$125,000	\$13,500	50%	\$125,000
36-40	0%	\$0	50%	\$125,000	\$409,000	50%	\$125,000
	<b>Totals</b>	<b>\$90,000</b>		<b>\$1,185,000</b>	<b>\$1,378,000</b>		<b>\$725,000</b>

\* May be amended per Section 4.3.2.v.

# Exhibit C

## Use Guidelines

The purpose of these Use Guidelines is to provide for the shared use of the Ice Facility for all Park City and Snyderville Basin residents, according to the parameters set forth herein, and to designate the rights and responsibilities of the Parties regarding the shared use of the Facilities.

1. User fees for City and District users shall be the same. At such time as it may occur that Summit County contributes capital and/or operational funding, the Parties will consider a similar County-wide User Fee.

2. The City agrees to provide to the public reasonable access to the ice rink located at the Park City Recreation Complex, which it operates and maintains. The City will make best efforts to balance local programming with tourist related revenue producing events. Efforts will be made to track direct and indirect benefits of hosting events. As a guideline, the City will look to reduce the operating deficit by promoting and hosting events. Local programming should not be negatively interrupted for events that do not see a net profit through direct and indirect revenues.

3. The Parties agree that it is acceptable for ice programming operations to commence on a seasonal schedule, October through April each year. At such time that the Facility's General Manager and City can project a net benefit to the budget for year-round ice operations, the decision will rest with the decision making authority of the City.

4. The Parties agree that prior to Ice Facility occupancy they will develop and adopt Ice Facility Use Policies that shall further define and refine the operational aspects of this Attachment C. The Ice Facility Use Policies shall govern the use of the Ice Facility by all persons and groups. The Parties may alter, change, and add any rules they deem necessary to protect the public and to operate and maintain the facility at a standard acceptable to the Parties.

5. Concessions and Pro-shop Revenues. The Parties agree that the General Manager will allocate concession and pro-shop revenues in a manner consistent with the activity driving the revenue collection. Additionally, the Parties understand that the capital improvement costs associated with any upgrades to the Ice Facility design for areas such as the pro shop and concessions area for the purposes of enhancing the use of the outside fields, will be funded from the associated Fields construction budget.

6. Event Revenues. Ticket prices, if any, for an event will be determined by the entity scheduling that event and all ticket revenues shall be the property of the scheduling entity, or as otherwise agreed to between the scheduling entity and the City. Upon consent of the City, concessions may be sold at the option of the entity scheduling the event. If the scheduling entity retains concession revenues received at its events, it is responsible for payment of all applicable taxes.

7. Taxes. Taxes, if any, due on ticket sales will be paid by the entity scheduling the event for which tickets were sold.

8. Suitable Use. The parties will use the Ice Facility only in the manner for which they were constructed, and will not make any permanent or substantial physical change to the Ice Facility without first obtaining written approval of the City and District.

9. Maintenance, Repairs and Utilities. The City shall arrange and pay all costs for the janitorial, utilities, garbage collection, repairs and maintenance on the Ice Facility.

10. Compliance with Applicable Law: The City and the District agree that Ice Facility Uses will comply with all applicable federal, state and local government laws, regulations, and orders. If a specific event or activity would violate any such law, regulation or order the Parties will take all steps necessary to comply therewith, including canceling the event if compliance is not possible.

# EXHIBIT G1

May 6, 2009

## LETTER OF CONSENT

### Purpose:

The Interlocal Agreement between Park City and the District was approved August 31, 2004, and the Ice Arena opened in February, 2006. This letter is intended to fulfill obligations of the parties with respect to Article 4, "Operation of the Ice Facility" and specifically Section 4.3 "Operating Contributions" paragraph (a)(2)v.

"The District and the City agree to review the amount of annual contributions and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations to the Ice Facility Reserve Fund, the CRRF and the Expansion Fund."

### Definitions:

"*Ice Facility Reserve Fund*" shall mean the monies set aside to cover any operating budget deficits.

"*Capital Replacement Reserve Fund*" (CRRF) shall mean the monies set aside to fund Capital Equipment Replacement and capital improvements as needed from time to time for long-term upkeep of the Ice Facility.

"*Expansion Fund*" shall mean the monies set aside to fund future Ice Facility expansion which may include but are not limited to contributions by the Parties, and/or grants and gifts.

### Consent to re-allocate between Funds:

This letter is intended to document direction and consent given by the Snyderville Basin Special Recreation District Board at their regularly scheduled meeting on April 1, 2009 for the following re-distribution of the District's contribution between the Funds.

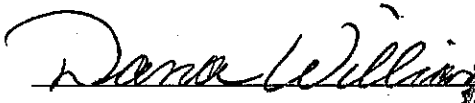
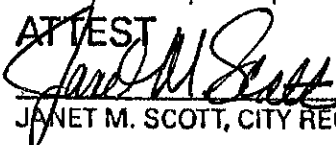
- The existing fund balance of \$25,000 in the Expansion Fund, plus interest accrued, shall be reserved and restricted for the master plan and conceptual design specific to future expansion of the facility.
- Allocation of the annual District contribution will go to the Capital Facilities Replacement Reserve (CRRF).

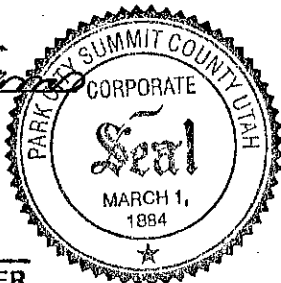
The District Board reserves the right to modify the distribution at the time of the 3rd year review in 2012.

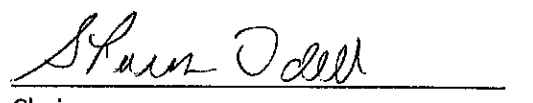
This Letter of Consent is dated May 6, 2009.

Acknowledgment:

Acknowledgment:

  
Park City Municipal Corporation  
ATTEST  
  
JANET M. SCOTT, CITY RECORDER



  
Chairman  
Snyderville Basin Special Recreation District

## **LETTER OF CONSENT**

### **Purpose:**

The Interlocal Agreement between Park City Municipal Corporation (the "City") and the Snyderville Basin Special Recreation District ("District") (individually, each a "Party," collectively, the "Parties") was approved August 31, 2004, and the Ice Arena opened in February, 2006. This letter is intended to fulfill obligations of the Parties with respect to Article 4, "Operation of the Ice Facility" and specifically Section 4.3 "Operating Contributions" paragraph (a)(2)v:

"The District and the City agree to review the amount of annual contributions and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations to the Ice Facility Reserve Fund, the CRRF and the Expansion Fund."

### **Definitions:**

"*Ice Facility Reserve Fund*" shall mean the monies set aside to cover any operating budget deficits.

"*Capital Replacement Reserve Fund*" (*CRRF*) shall mean the monies set aside to fund Capital Equipment Replacement and capital improvements as needed from time to time for long-term upkeep of the Ice Facility.

"*Expansion Fund*" shall mean the monies set aside to fund future Ice Facility expansion which may include but are not limited to contributions by the Parties, and/or grants and gifts.

"*Fiscal Year*" refers to July 1- June 30, the fiscal year utilized by the City.

### **Background:**

#### **Consent to allocation between Funds for the period 2009-2012:**

On May 6, 2009, the District and the City completed the first three-year review. Consent was given by the District for the following reallocation of funds:

- The existing fund balance of \$25,000 in the Expansion Fund, plus interest accrued, shall be reserved and restricted for the master plan and conceptual design specific to future expansion of the facility.
- Allocation of the annual District contribution will go to the CRRF. Article 4, Section 4.3 (3) of the Interlocal Agreement states that the CRRF may be used for Ice Facility replacement items that carry a useful life of more than one year and have a minimum cost of \$1,000.

#### **Consent to allocation between Funds for the period 2012 - 2015:**

On December 12, 2012, the District and the City completed the second three-year review. Consent was given by the District for the following reallocation of funds:

- In 2011-2012, \$15,000 of the fund balance of \$25,000 in the Expansion Fund was used for future planning, including a Recreation Facilities Demand Study completed in December, 2011 and the



Community Interest and Opinion Survey, dated June 1, 2012, leaving a balance of approximately \$10,000 in the "Expansion Fund." The remaining funds are to be used for the master plan and conceptual design specific to future expansion of the Ice Facility.

- Allocation of \$35,000 of the annual District contribution will go to the CRRF to be used for Ice Facility replacement items that carry a useful life of more than one year and have a minimum cost of \$1,000.
- Allocation of up to \$15,000 of the annual District contribution will be to the Ice Facility Reserve Fund, the use of which will be restricted to costs of repair which exceed \$1,000 of Ice Facility replacement items as defined above. Any funds remaining from this portion of the contribution which are unused shall be allocated to the CRRF at the end of each fiscal year.

Consent to allocation between Funds for the period 2015 - 2018:

On December 9, 2015, the District and the City completed the third three-year review. Consent was given by the District for the following reallocation of funds.

- Allocation of the annual District contribution of \$50,000 will go to the CRRF. The District's contribution in the CRRF may be used for the following:
  - Items included in the Capital Schedule, attached in Exhibit A.
  - Replacement items that carry a useful life of more than one year and have a minimum cost of \$1,000.
  - Repairs or maintenance on mechanical systems which exceed \$500, or for lesser invoices that are a part of a Special Service Contract and anticipated to total over \$1,000 annually, as specified in the December 2015 Addendum between the Parties.

**2018 Review Summary:**

The City recommended each entity contribute an additional \$30k annually to the CRRF to increase funding for anticipated replacement projects that were not in the original Capital Improvement Schedule. After much discussion, the District's Administrative Control Board decided not to increase the District's annual contribution at this time due to other District budget priorities, as well as the uncertainty of the Ice Arena's expansion. With the District's decision to maintain the annual contribution at \$50k annually, the City in turn decided not to increase the annual contribution and will continue to contribute \$50k annually.

**Consent to allocation between Funds for the period 2019 - 2021:**

On December 13, 2018, The District Board voted at its regularly scheduled meeting for the following allocation of the District's contribution between the Funds.

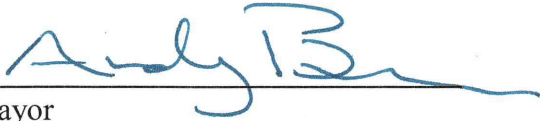
- The allocation of the annual District contribution of \$50,000 to the CRRF will remain the same as was consented to in December 2015.

The District Board reserves the right to modify the distribution at the time of the third-year review in 2021. Either Party has the right to request renegotiation of this agreement at any time. It is anticipated that this Letter of Consent will be reviewed and possibly renegotiated should a decision be made to expand the current facility.

This Letter of Consent is dated December 20, 2018.

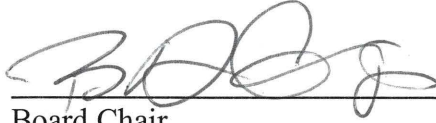


Acknowledgment:



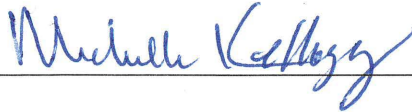
Mayor  
Park City Municipal Corporation

Acknowledgment:



Board Chair  
Snyderville Basin Special Recreation District

Attest:



Attest:



# EXHIBIT G2

## MEMORANDUM OF UNDERSTANDING FOR EVENT FLOORING

This Memorandum of Understanding ("MOU") is made and entered into this 17<sup>th</sup> day of March 2010, by and between Park City Municipal Corporation ("Park City") and Snyderville Basin Special Recreation District ("Basin Recreation") jointly referred to herein as the "Parties."

**Purpose:** The purpose of this MOU is to establish protocol for shared use of event flooring tiles for the Park City Ice Arena and Basin Recreation Fieldhouse

**Whereas**, the Park City Ice Arena is a cooperative project between Park City Municipal Corporation ("Park City") and Snyderville Basin Special Recreation District ("Basin Recreation"), the agencies agree it is in the best interest of both parties to provide shared use of special event flooring; and

**Whereas**, Park City is the owner of ice arena event flooring tiles acquired with proceeds of a Restaurant Tax Grant awarded on July 21, 2006, attached as Exhibit A; and

**Whereas**, the Basin Recreation Fieldhouse is owned and operated by Basin Recreation; and

**Whereas**, the Basin Recreation Fieldhouse is, from time to time, a host venue for large special events for which event flooring tiles are needed to prevent damage to indoor artificial turf.

**Now, therefore**, the Parties intend to jointly plan and establish protocol for shared use of event flooring tiles for the Park City Ice Arena and Basin Recreation Fieldhouse as provided more specifically in this Memorandum of Understanding.

1. Park City will allow the event flooring tiles to be stored and used by Basin Recreation at no charge for an unspecified period of time, thereby relieving the cost burden and visual impact of storage containers for the flooring tiles at the Park City Ice Arena.
2. At their sole expense, Basin Recreation has arranged for the transport of the flooring tiles to a storage location proximate to the Fieldhouse at Kimball Junction. Basin Recreation will pay for the cost of a suitable storage facility while in possession of all or any portion of the event flooring tiles and agrees to insure the flooring tiles for loss or damage under the District's standard building and contents insurance policy.
3. Basin Recreation will reserve the use of the flooring for special events, as follows:
  - a. Fieldhouse events, as they are calendared, will take priority.
  - b. Park City Ice Arena may reserve flooring on an event basis, provided there is no conflict with Fieldhouse events previously calendared. Once reserved, Fieldhouse staff will ensure flooring is available for use by the Park City Ice Arena during the agreed to reservation period.
  - c. Proceeds from rental fees are intended to recoup expenses associated with event flooring and shall be kept as revenue by the host venue.
4. With respect to use of event flooring by Park City Ice Arena, Park City will be fully responsible for all costs associated with transport, setup/breakdown and return of the flooring to the Basin Recreation storage facility. Flooring will be re-stored in substantially the same condition and configuration in which it was found.
5. At such time either Park City or Basin Recreation receive an inquiry from a third party to borrow or rent flooring for use at an offsite venue, Park City and Basin Recreation will jointly evaluate the request and agree upon the terms and conditions of use of and costs charged for, or denial of the request.
6. Basin Recreation makes no guarantees as to the storage location of the flooring in the future, which will be determined by a cost/benefit analysis including, but not limited to, frequency of use, manpower needs, storage availability and site constraints.

7. Park City and Basin Recreation acknowledge that the flooring is made up of plastic tiles with a linking system designed to secure the attachment between tiles. Park City agrees to hold Basin Recreation harmless for wear, tear, damage to, or destruction of any or all flooring tile components and Basin Recreation will not be held responsible for replacement, or the replacement cost, of flooring. Basin Recreation may purchase additional flooring tiles at its sole expense to support special event needs at the Fieldhouse. Basin Recreation shall mark and retain ownership of tiles added to the inventory. Park City and Basin Recreation will act cooperatively in good faith to keep the system functional and whole for its intended purpose.
8. Park City may terminate this Agreement upon giving sixty (60) days notice to Basin Recreation and shall reclaim the flooring within thirty (30) days of termination. Park City will negotiate in good faith to accommodate previously scheduled Fieldhouse events that occur after termination and will cover the expense of moving the flooring back to the Fieldhouse for said events.
9. In the event Basin Recreation finds it impractical to utilize the flooring for special events, or be unable to justify the expense of ongoing storage, Basin Recreation shall notify Park City in writing and may terminate this Agreement upon giving thirty (30) days notice to Park City. Park City will be given sixty (60) days from the notice of termination to reclaim the flooring. If Park City fails to reclaim the flooring, the parties collectively or Basin Recreation, alone, will decide how to dispose of the asset, whichever is determined to be most expeditious by Basin Recreation.
10. Park City and Basin Recreation are parties to a Joint Use Agreement whereby each agree to assume all risks in the operation of their own recreation programs and facilities and will be solely responsible and answerable in damages for any and all accidents or injury to persons or property which arise out of their own programs even if they occur on another party's property. SBSRD agrees to indemnify, hold harmless and defend PCMC their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions as it pertains to use of the event flooring. PCMC agrees to indemnify, hold harmless and defend SBSRD their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions as it pertains to use of the event flooring. This indemnity provision shall be valid and enforceable only to the extent of the negligence of the party.
11. The terms of this memorandum of understanding may be amended at any time upon the written mutual consent of both parties

This Memorandum of Understanding is deemed to be acceptable to both parties upon signature of authorized representatives of Park City and Basin Recreation.




**IN WITNESS WHEREOF**, the parties have duly executed this MOU the day and year written above.

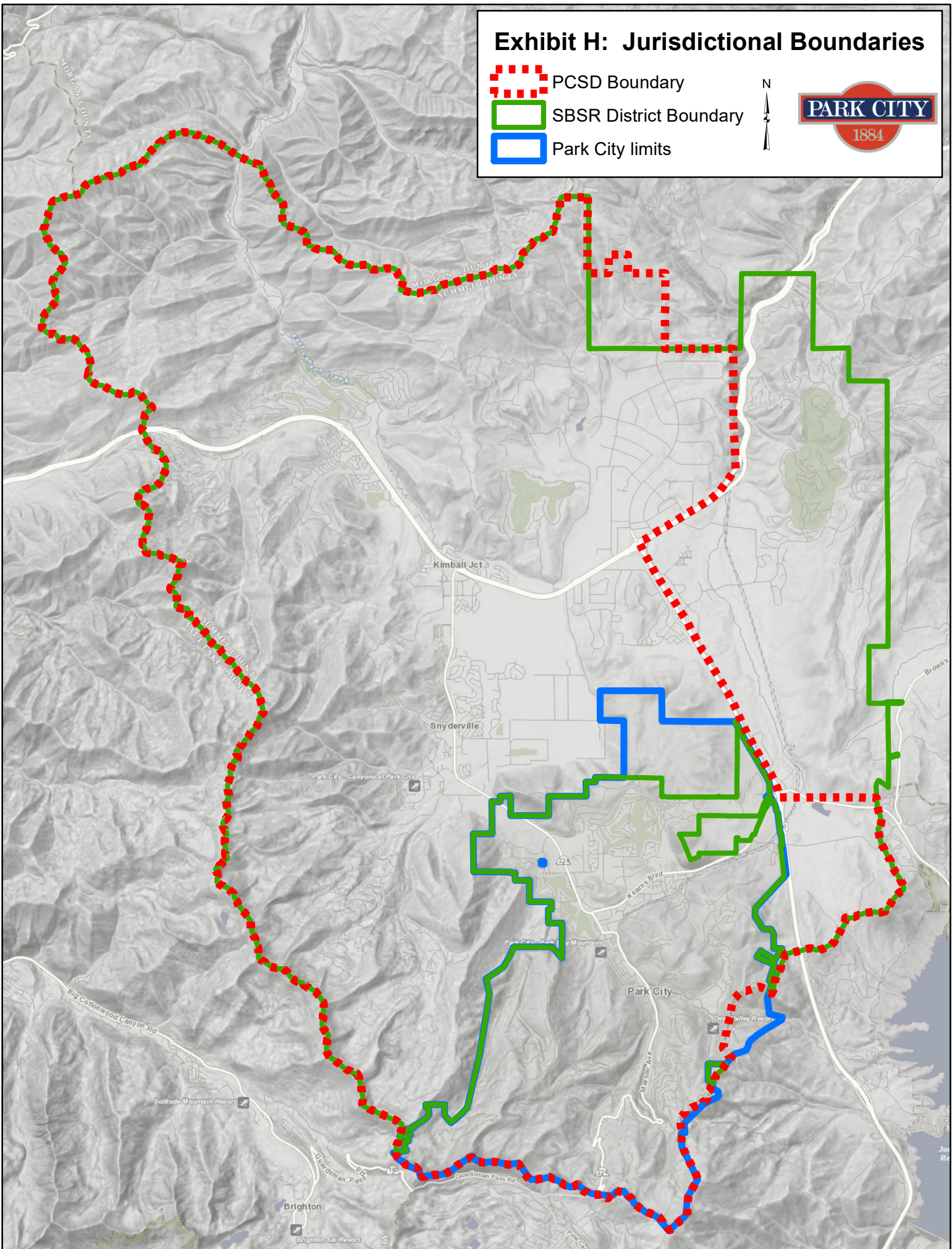
By:   
Park City Municipal Corporation

By:   
~~Snyderville Basin Special Recreation District~~

MOU between SBSRD and PCMC for event flooring

# Exhibit H: Jurisdictional Boundaries

-  PCSD Boundary
-  SBSR District Boundary
-  Park City limits



WHEN RECORDED, RETURN TO:

Summit Land Conservancy

P.O. Box 1775

1650 Park Avenue, Suite 202

Park City, Utah 84060

27354

**PRESERVATION EASEMENT**

THIS PRESERVATION EASEMENT (“Easement”) is made this 13 day of November (“Effective Date”) by and between Park City Municipal Corporation (“Owner”), and Summit Land Conservancy, a Utah nonprofit corporation (“Conservancy”) (Owner and the Conservancy are referred to individually as a “Party” and collectively as the “Parties”).

The following Exhibits are attached to and are incorporated into this Easement by this reference:

- Exhibit A: Legal Description of the Property;
- Exhibit B: Property Map;
- Exhibit C: Permitted and Restricted Uses and Practices.

**RECITALS**

A. Owner owns approximately 1.7 acres of land at 1255 Park Avenue Park City (the “Property”). The Property is described in Exhibit A and shown for reference purposes on the Property Map attached as Exhibit B.

B. The Property has significant preservation values of great importance to the Owner, Conservancy, and the people of Park City, Summit County and the State of Utah. The preservation values intended to be preserved and protected for the public trust under this Easement include: (i) open space views providing visual relief within a built-up urban area (hereafter “Aesthetic Value”) (ii) passive and unstructured public recreational access (hereafter “Recreational Value”) and (iii) historic values, as the Property complements and enhances the historic public library building (hereafter “Historic Value”). More particularly:

Aesthetic Value: The Property is open space, visible from Park Avenue and other residential streets. It buffers densely built, multi-story housing and an area likely to be further developed.

Recreational Value: The Property is used as a recreational area for unstructured activities such as picnics, sledding and dog-exercise. The field is a gathering place for neighborhood residents, visitors, pre-schools and other community groups.

Historic Value: The Property is part of the Carl Winters historic building property. The building was built in 1928, restored in 1993, and has been renovated recently to maintain its historic quality and public benefit as a library, theatre and meeting space.

**THIS IS AN ACCOMMODATION  
RECORDING ONLY**



C. The Aesthetic Value, Recreational Value and Historic Value are hereafter described as the “Preservation Values” and are further documented in the “Baseline Documentation Report”, a copy of which is on file at the offices of Owner and Conservancy.

D. The Easement is granted with the approval of the Citizens Open Space Advisory Committee (COSAC), appointed by the Park City Council to facilitate the acquisition and preservation of open space within the greater Park City area.

E. As fee owner of the Property, Owner owns the affirmative rights to identify, preserve, and protect forever the Preservation Values of the Property. Owner desires to grant a preservation easement to the Conservancy pursuant to the ‘Land Conservation Easement Act’ of Utah’s statutes, Sections 57-18-1 to 57-18-7, which authorizes protection of natural, scenic, open space, aesthetic, historic, hydrologic, ecological, agricultural, and scientific values that are of great importance to Owner, the Conservancy, the people of Summit County, and the people of the State of Utah.

F. As of the Effective Date, the Conservancy is a nonprofit corporation incorporated under the laws of Utah as a tax-exempt public charity described in Sections 501(c)(3) and 509(a)(1) of the IRS Code (defined below), organized to protect and conserve natural areas and ecologically significant land for scientific, charitable, and educational purposes; and is a qualified “holder” of a preservation easement under the Utah ‘Land Conservation Easement Act’.

G. To accomplish the Preservation Purposes (defined below), Owner desires to convey to the Conservancy and the Conservancy desires to obtain from the Owner a preservation easement that restricts the uses of the Property and that grants certain rights to the Conservancy in order to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Preservation Values.

## **PRESERVATION EASEMENT TERMS**

IN CONSIDERATION of the recitals set forth above, the mutual covenants, terms, conditions, and restrictions contained in this Easement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and pursuant to the Utah state law, in particular, the Land Conservation Easement Act, Owner voluntarily grants and conveys to, and the Conservancy accepts, a perpetual Preservation easement in, on, over, and across the Property, subject to the terms and conditions set forth in this Easement, restricting forever the uses that may be made of the Property and granting the Conservancy certain rights in the Property; and Owner and the Conservancy agree as follows:

1. **PRESERVATION PURPOSES.** The purpose of this Easement is to permanently protect the library field from development, and to protect its aesthetic, recreational and historic values. In achieving the above-named purposes (collectively the “Preservation Purposes”), it is the intent of this Easement to permit the continuation of such uses of the Property as may be conducted consistent with the Preservation Values protected herein.

2. BASELINE DOCUMENTATION REPORT. By its execution of this Easement, the Conservancy acknowledges that Owner's present uses of the Property are compatible with the purposes of this Easement. In order to evidence the present condition of the Property (including both natural and man-made features) and to facilitate future monitoring and enforcement of this Easement, the Parties acknowledge that a Baseline Documentation Report (the "Report") has been prepared, which provides a collection of baseline data on the Property and its natural resources and an assessment of the consistent uses. The Parties agree that the Report contains an accurate representation of the biological and physical condition of the Property as of the Effective Date and of the historical uses of the Property, including historical water uses. In addition to the public benefits described as the Preservation Values, the Report identifies public policy statements and/or other factual information supporting the significant public benefit of this Easement. Conservancy may use the Report in enforcing provisions of this Preservation Easement, but is not limited to the use of the Report to show change of conditions. The Report is incorporated into this Conservation Easement by reference. Owner and the Conservancy approve the Report, a copy of which is on file with the Owner and the original of which is on file with the Conservancy at their respective addresses for notices set forth below.

3. THE CONSERVANCY'S RIGHTS. In order to accomplish the Preservation Purposes, the rights and interests that are granted and conveyed to the Conservancy by this Easement include the following:

A. Preserve and Protect. The right to preserve, protect, identify, monitor, and enhance the Preservation Values in perpetuity, and, in the event of their degradation or destruction, the right to require the restoration of such areas or features of the Property that are damaged by any inconsistent activity or use.

B. Entry and Access Rights. The Conservancy is, by this Easement, granted rights of access, whether by public ways or otherwise and including, but not limited to, any access easements appurtenant to the Property or held by Owner, to enter upon the Property in order to monitor compliance with and otherwise enforce the terms of this Easement, to study and make scientific observations of the Property and of natural elements and ecosystems and other features of the Property, to take photographs of the property and to determine whether the Owner's activities are in compliance with the terms of this Easement, all upon reasonable prior notice to Owner and in a manner that does not unreasonably disturb the use of the Property by Owner consistent with this Easement. The Conservancy has the right of immediate entry to the Property if, in its sole judgment, such entry is necessary to investigate, prevent, terminate, or mitigate a violation of this Easement, or to preserve and protect the Preservation Values.

C. Enforcement. The Conservancy has the right to prevent or enjoin any activity on or use of the Property that constitutes a breach of this Easement or is inconsistent with the preservation of the Preservation Values, and the Conservancy has the right to require the restoration of such areas or features of the Property that might be damaged by any breach or inconsistent use or activity.

4. USES OF THE PROPERTY. Except as prohibited or otherwise limited by this Easement, Owner reserves the right to use and enjoy the Property in any manner that is consistent

with the Preservation Purposes and the preservation of the Preservation Values. Owner will not perform, nor allow others to perform, any act on or affecting the Property that is inconsistent with the Preservation Purposes. The uses set forth in Exhibit C, though not an exhaustive list of consistent uses and practices, are consistent with this Easement and will not be precluded, prevented, or limited, except as specifically set forth in Exhibit C. Any activity on or use of the Property that is inconsistent with the Preservation Purposes (including, without limitation, any activity or use that diminishes or impairs the Preservation Values) is prohibited. Though not an exhaustive list of prohibited and restricted uses, Exhibit C also describes such uses or activities that are inconsistent with the Preservation Purposes and are thus prohibited or restricted.

5. APPROVAL REQUEST.

A. The Conservancy's Approval. Owner will not undertake or permit any activity requiring prior approval by the Conservancy without first having notified and received approval from the Conservancy as provided herein. Prior to the commencement of any activity for which this Easement requires prior written approval by the Conservancy, Owner will send the Conservancy written notice of Owner's intention to undertake such activity. The notice will inform the Conservancy of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and all other relevant information. If in the Conservancy's judgment additional information is required to adequately review the proposal, the Conservancy will send written notice requesting such additional information within 15 days of receipt of Owner's notice.

B. The Conservancy's Decision. No later than 45 days from the Conservancy's receipt of information adequate to review the proposal, the Conservancy will notify Owner of its disapproval or approval of Owner's proposal, or that the Conservancy may approve the proposal with certain specified modifications. The Conservancy's decision must be based upon the Conservancy's assessment of the proposed activity in relation to its consistency or inconsistency with the terms of this Easement. Approval to proceed with, or failure to object to, any proposed use or activity will not constitute consent to any subsequent use or activity of the same or any different nature.

6. ENFORCEMENT AND REMEDIES.

A. Notice of Violation; Corrective Action. If the Conservancy becomes aware that a violation of the terms of this Easement has occurred or is threatened to occur, the Conservancy will give written notice to Owner of such violation who will, in the case of an existing violation, promptly cure the violation by (a) ceasing the same and (b) restoring the Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation. If Owner fails to cure the violation within thirty (30) days after receipt of notice from the Conservancy, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period or fails to continue diligently to cure such violation until finally cured, the Conservancy will have all remedies available at law or in equity to enforce the terms of this Easement, including, without limitation, the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that portion of the Property affected by such



activity to the condition that existed prior to the undertaking of such prohibited activity (regardless of whether the costs of restoration exceed the value of the Property), and to otherwise pursue all available legal remedies, including, but not limited to, monetary damages arising from the violation. The Conservancy's rights under this Paragraph apply equally to actual or threatened violations of the terms of this Easement. Owner agrees that the Conservancy's remedies at law for any violation of the terms of this Easement are inadequate and that Conservancy is entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which the Conservancy may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Furthermore, the provisions of the 'Land Conservation Easement Act' of Utah's statutes, Sections 57-18-1 to 57-18-7 are incorporated into this Easement by this reference, and this Easement includes all of the rights and remedies set forth therein.

(i) Owner is responsible for the acts and omissions of persons acting on its behalf, at its direction or with its permission, and the Conservancy has the right to enforce this Easement against Owner for any use of or activities upon the Property which are a violation of this Easement and which result from such acts or omissions. However, as to the acts or omissions of third parties other than the those described in the preceding sentence, the Conservancy does not have a right to enforce against Owner unless Owner is complicit in said acts or omissions, fails to cooperate with the Conservancy in all respects to halt or abate the event or circumstance of non-compliance with this Easement terms resulting from such acts or omissions, or fails to report such acts or omissions to the Conservancy promptly upon learning of them.

(ii) The Conservancy has the right, but not the obligation, to pursue all legal and equitable remedies provided under this Paragraph against any third party responsible for any activity or use of the Property that is a violation of this Easement and Owner will, at the Conservancy's option, assign its right of action against such third party to the Conservancy, join the Conservancy in any suit or action against such third party, or appoint the Conservancy its attorney in fact for the purpose of pursuing an enforcement suit or action against such third party.

B. Costs of Enforcement. Owner will reimburse the Conservancy for all reasonable expenses incurred by the Conservancy in enforcing the terms of this Easement, including, without limitation, reasonable attorneys' fees and any costs of restoration necessary to cure the violation. In any action, suit or other proceeding undertaken to enforce the provisions of this Easement, the prevailing Party will be entitled to recover from the non-prevailing Party all reasonable costs and expenses, including attorneys' fees, and if such prevailing Party recovers judgment in any action or proceeding, such costs and expenses will be included as part of the judgment. In addition, any costs of restoration will be borne by the Owner if Owner is deemed to be responsible for damage to the Property.

C. Emergency Enforcement. If the Conservancy, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant

damage to the Preservation Values or to prevent breach or extinguishment of this Easement, the Conservancy may pursue its remedies under this Easement without prior notice to Owner and without waiting for the cure period to expire.

D. The Conservancy's Discretion. Enforcement of the terms and provisions of this Easement will be at the sole discretion of the Conservancy, and the failure of the Conservancy to discover a violation or to take action under this Easement will not be deemed or construed to be a waiver of the Conservancy's rights under this Easement with respect to such violation in the event of any subsequent breach. In no event will any delay or omission by the Conservancy in exercising any right or remedy constitute an impairment of or a waiver of such right or remedy. Owner waives the defenses of prescription, laches and the running of any applicable statute of limitations.

E. Remedies Cumulative. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder and all remedies under this Easement may be exercised concurrently, independently or successively from time to time. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies which may be available at law or equity.

F. Acts Beyond the Owner's Control. Nothing contained in this Easement will be construed to entitle the Conservancy to bring any action against Owner for, or to require the Conservancy or Owner to actively restore destruction of or damage to the Preservation Values resulting from, any injury to or change in the Property resulting from causes beyond Owner's control, including fire, flood, storm, earth movement, and other natural disasters or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. This Paragraph will not be construed to relieve the Owner of the obligation to clean-up garbage or materials dumped on the Property by third parties and the obligation to prevent third party violations of this Easement, or to otherwise maintain the Property in a condition consistent with the purposes of this Easement.

## 7. REPRESENTATIONS AND WARRANTIES.

A. Hazardous Materials. To the best of Owner's knowledge, Owner represents and warrants that the Property (including, without limitation, soil, groundwater, and surface water) is free of any conditions that individually or in the aggregate: (i) constitute a present or potential threat to human health, safety, welfare, or the environment; or (ii) violate any Environmental Law (defined below). Owner represents and warrants that there are no underground tanks located on the Property. Owner represents and warrants that Owner will comply with all Environmental Laws in using the Property and that Owner will keep the Property free of any material environmental defect, including, without limitation, contamination from Hazardous Materials (defined below).

B. State of Title. Owner represents and warrants that Owner has good and marketable title to the Property, subject only to any liens encumbrances and defects described in the title commitment obtained by Conservancy prior to execution of this

Easement. To the best of Owner's knowledge, there are no easements, leases or other agreements with third-parties, that might cause extinguishment of this Easement, or that would materially impair the Preservation Purposes.

C. Compliance with Laws. Owner has not received notice of and has no knowledge of any material violation of any federal, state, county, or other governmental or quasi-governmental statute, ordinance, rule, regulation, law, or administrative or judicial order with respect to the Property.

D. No Litigation. Owner represents and warrants that there is no action, suit, or proceeding that is pending or threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

E. Authority to Execute Easement. The person or persons executing this Easement on behalf of the Conservancy represent and warrant that the execution of this Easement has been duly authorized by the Conservancy. The person or persons executing this Easement on behalf of Owner represent and warrant that the execution of this Easement has been duly authorized by Owner.

8. COSTS, LEGAL REQUIREMENTS, AND LIABILITIES. Owner will be responsible for and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property and agrees that the Conservancy will have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions on the Property, or the protection of Owner, the public, or any third parties from risks relating to conditions on the Property. Owner agrees to pay before delinquency any and all real property taxes and assessments levied on the Property and agrees that the Owner will keep the Conservancy's interest in the Property free of any liens, including those arising out of any work performed for, materials furnished to, or obligations incurred by Owner. Owner will be solely responsible for any costs related to the maintenance of general liability insurance covering Owner's acts on the Property. Owner remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use by Owner on the Property and permitted by this Easement, and any activity or use will be undertaken in accordance with all applicable federal, state, and local laws, rules, regulations, and requirements. If more than one person or entity constitutes Owner, the obligations of each and all of them under this Easement will be joint and several.

9. INSURANCE REQUIREMENT. Owner shall maintain general public liability insurance for personal injury or death and property damage occurring upon or about the Property, in an amount consistent with industry standards. Owner shall include the Conservancy as an additional insured, and shall provide Conservancy with a certificate of insurance coverage.

10. RUNNING WITH THE LAND. This Easement burdens and runs with the Property in perpetuity. Every provision of this Easement that applies to Owner or the Conservancy also applies forever to and burdens or benefits, as applicable, their respective agents, heirs, devisees,

administrators, employees, personal representatives, lessees, and assigns, and all other successors as their interest may appear.

11. SUBSEQUENT TRANSFERS AND SUBORDINATION. Owner may transfer the Property in its entirety, but not in any portion less than its entirety. Owner agrees that the terms, conditions, restrictions, and purposes of this Easement or reference thereto will be inserted by Owner in any subsequent deed or other legal instrument by which Owner divests either the fee simple title or a possessory interest (including, but not limited to, any leases) of the Property; and Owner further agrees to notify the Conservancy of any pending transfer (including, without limitation, leases) at least forty five (45) days in advance of the transfer. The failure of the Owner to comply with this Paragraph will not impair the validity of this Easement or limit its enforceability in any way. Any successor in interest of the Owner, by acceptance of a deed, lease, or other document purporting to convey an interest in all or any portion of the Property, will be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Easement.

12. INDEMNIFICATION.

A. Cross Indemnification. Notwithstanding any other provision of this Agreement to the contrary, the Parties indemnify, defend, and hold harmless each other, including, without limitation, each Party's directors, officers, employees, agents, contractors, and their successors and assigns (collectively, the "Indemnified Parties"), from and against any costs, liabilities, penalties, damages, claims, or expenses (including reasonable attorneys' fees) and litigation costs that the Indemnified Parties may suffer or incur as a result of, or arising out of use of or activities on the Property by the Party.

B. Owner Indemnification. Owner indemnifies, defends, and holds harmless the Conservancy and its Indemnified Parties for any real property taxes, insurance, utilities, or assessments that are levied against the Property, including those for which exemption cannot be obtained, or any other costs of maintaining the Property, any claims pertaining to the Owner's title to the Property or representations and warranties made in this Easement, and any injury to or the death of any person, or damage to any property resulting from any act, omission, condition, or any matter related to or occurring on or about the Property except the extent of the gross negligence or intentional torts of the Indemnified Parties.

C. Limitations on Indemnifications. Pursuant to the provisions of this Paragraph, the Conservancy is not indemnifying the Owner against, and is not liable or responsible for, injuries or damage to persons or property in connection with the Conservancy's administration or enforcement of this Easement or with respect to the condition of the Property. The limitation in this subparagraph does not absolve the Conservancy of any liabilities it might otherwise have, independently of this Easement, for wrongfully and directly, without the participation or consent of the Owner, causing any dangerous condition to come into existence on the Property. No provision of this Easement shall waive any defense or limitation of the Government Immunity Act of Utah (Utah Code Ann. §63G-7-101, et seq.)

13. CHANGE OF CONDITIONS. In granting this Easement, Owner has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may be used entirely for such prohibited uses in the future. It is the intent of Owner and the Conservancy that any such changes will not be deemed circumstances justifying the extinguishment of this Easement. In addition, the inability of Owner, or Owner's successors or assigns, to conduct or implement any or all of the uses permitted under this Easement, or the unprofitability of doing so, will not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

14. EXTINGUISHMENT. If subsequent, unexpected circumstances arise in future that render the purposes of this Easement impossible to accomplish, this Easement can be released, terminated, or otherwise extinguished, whether in whole or in part, only (a) in a judicial proceeding in a court of competent jurisdiction and (b) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property for Preservation purposes. Each Party will promptly notify the other when it first learns of such circumstances. In accordance with IRS Regulations, the amount of the proceeds to which the Conservancy will be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, will be determined, unless otherwise provided by law at the time, in accordance with Paragraph 16 below. The Conservancy will use all such proceeds in a manner consistent with the Conservancy's mission and conservation purposes.

15. CONDEMNATION. If all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Owner and the Conservancy will join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. Condemnation proceeds will be utilized by the Owner, in collaboration with the Conservancy, to advance conservation purposes and acquire a fee-simple, conservation easement or similar property interest in open space lands. As appropriate and upon mutual agreement of the parties, Conservancy shall have the right to hold a property interest in the acquired property as a joint property owner, conservation easement holder, conservation easement co-holder or otherwise. All expenses incurred by Owner and the Conservancy in such action will be paid out of the recovered proceeds.

16. AMENDMENT. If circumstances arise under which an amendment to or modification of this Easement might be appropriate, the Conservancy and Owner may by mutual written agreement jointly amend this Easement, provided that no amendment will be made that will adversely affect the qualification of this Easement or the status of the Conservancy as a qualified holder under any applicable laws, including the IRS Code or Utah statute. Any such amendment will: be at the discretion of the Conservancy; will be consistent with the preservation of the Preservation Values of the Property and the Preservation Purposes of this Easement; will not affect its perpetual duration or its qualification under any laws; will not permit any private inurement or impermissible private benefit to any person or entity, in accordance with rules and regulations governing charitable organizations qualified under Section 501(c)(3) of the IRS Code; will have a positive or not less than neutral conservation outcome; and will be consistent with the Conservancy's internal policies and procedures regarding easement amendments as may be in effect at the time of the amendment proposal. Any such amendment will be recorded in the land

records of Summit County, Utah. Nothing in this Paragraph will require either Party to agree to any amendment or to consult or negotiate regarding any amendment.

17. INTERACTION WITH STATE LAW. The provisions of the above paragraphs addressing EXTINGUISHMENT, CONDEMNATION, and AMENDMENT shall apply notwithstanding, and in addition to, any provisions addressing such actions under Utah law.

18. NOTICE.

A. Notice for Entry. Where notice to Owner of the Conservancy's entry upon the Property is required under this Easement, the Conservancy will notify any of the persons constituting Owner or their authorized agents by telephone or in person or by written notice in the manner described in Paragraph 17(B) prior to such entry.

B. Written Notices. Any written notice called for in this Easement will be delivered: (i) in person; (ii) by certified mail, return receipt requested, postage prepaid; (iii) by facsimile or e-mail with the original deposited with the United States Post office, postage prepaid; or (iv) by next-business-day delivery through a reputable overnight courier that guarantees next-business-day delivery and provides a receipt. Notices must be addressed as follows:

To Conservancy:	Summit Land Conservancy P.O. Box 1775 1650 Park Avenue, Suite 200 Park City, Utah 84060 Attention: Executive Director
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To Owner:	Park City Municipal Corporation PO Box 1480 Park City, Utah 84060 Attention: Open Space and Trails Manager
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Either Party may, from time to time, by written notice to the other, designate a different address that will be substituted for the relevant address or addresses set forth above. Notice is deemed to be given upon receipt.

19. INTERPRETATION.

A. Intent. It is the intent of this Easement to protect the Preservation Values in perpetuity by prohibiting and restricting specific uses of the Property, notwithstanding economic or other hardship or changes in circumstances or conditions. If any provision in this Easement is found to be ambiguous, an interpretation consistent with protection of the Preservation Values and Preservation Purposes is favored, regardless of any general rule of construction. In the event of any conflict between the provisions of this Easement and the provisions of any use and zoning restrictions of the State of Utah, the county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive Preservation provisions will apply.

B. Governing Law. This Easement will be interpreted in accordance with the laws of the State of Utah.

C. Captions. The captions have been inserted solely for convenience of reference and are not part of this Easement and will have no effect upon construction or interpretation.

D. No Hazardous Materials Liability. Notwithstanding any other provision of this Easement to the contrary, nothing in this Easement will be construed such that it creates in or gives to the Conservancy: (a) the obligations or liabilities of an “owner” or “operator” as those words are defined and used in Environmental Laws (defined below), including, without limitation, (b) the obligations or liabilities of a person described in 42 USC Section 9607(a)(3); (c) the obligations of a responsible person under any applicable Environmental Law; (d) any obligation to investigate or remediate any Hazardous Materials associated with the Property; or (e) any control over Owner’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

E. Merger. In the event that the Conservancy takes legal title to Owner’s interest in the Property, the Conservancy must commit the monitoring and enforcement of this Easement to another qualified organization within the meaning of section 107(h)(3) of the United States Internal Revenue Code (1986), as amended, which organization has among its purposes the conservation and preservation of land and water areas.

F. Construction. The Parties acknowledge and agree that (a) each Party is of equal bargaining strength; (b) each Party has actively participated in the drafting, preparation and negotiation of this Easement; (c) each Party has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Easement; (d) each Party and its counsel and advisors have reviewed this Easement; (e) each Party has agreed to enter into this Easement following such review and the rendering of such advice; and (f) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party do not apply in the interpretation of this Easement, or any portions hereof, or any amendments hereto

G. Definitions.

(i) The term “IRS Code” means the Internal Revenue Code of 1986, as amended through the applicable date of reference.

(ii) The term “Development Rights” means and includes any and all legal rights under federal, state, and/or local laws, ordinances, rules or regulations now in effect or enacted after this date to develop and build structures, expressed as the maximum number of dwelling units per acre for residential parcels or square feet of gross floor area for nonresidential parcels, that could be permitted under applicable zoning and subdivision rules and regulations.

(iii) The terms “Owner” and the “Conservancy”, and any pronouns used in place thereof, mean and include, respectively, Owner and Owner’s personal representatives, heirs, devisees, personal representatives, and assigns, and all other successors as their interest may appear and the Conservancy and its successors and assigns.

(iv) The term “Hazardous Materials” includes, without limitation, any of the following wastes, materials, chemicals, or other substances (whether in the form of liquids, solids, or gases, and whether or not airborne) which are ignitable, reactive, corrosive, toxic, or radioactive, or which are deemed to be pollutants, contaminants, or hazardous or toxic substances under or pursuant to, or which are to any extent regulated by or under or form the basis of liability under any statute, regulation, rule, ordinance, order, or requirement concerning such wastes, materials, chemicals, or other substances (in each case, an “Environmental Law”), including, but not limited to, petroleum-based products and any material containing or producing any polychlorinated biphenyl, dioxin, or asbestos, as well as any biocide, herbicide, insecticide, or other agrichemical, at any level that may (a) constitute a present or potential threat to human health, safety, welfare, or the environment, (b) exceed any applicable or relevant and appropriate cleanup standard, or (c) cause any person to incur any investigation, removal, remediation, maintenance, abatement, or other cleanup expense; it being understood that such Environmental Laws include, but are not limited to Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq.); the Hazardous Materials Transportation Act (49 USC Sections 6901 et seq.); similar Utah state environmental laws; and any rule, regulation, or other promulgation adopted under any of the foregoing laws.

(v) All references to the “IRS Regulations” means the Internal Revenue Service Treasury Regulations, 26 C.F.R. Ch. 1, § 1.170A-14 as amended through the applicable date of reference.

20. RESTRICTIONS ON TRANSFER. Other than in the context of an extinguishment that complies with section 14 of this Easement or a condemnation that complies with section 15, this Easement may be transferred by Conservancy, only if (i) as a condition of the transfer, Conservancy requires that the purpose of this Easement continues to be carried out; (ii) the transferee, at the time of transfer, qualifies under section 170(h) of the Code and section 57-18-3 of Utah’s statutes as an eligible donee to receive this Easement directly; and (iii) the transferee has the commitment and resources to enforce, and agrees to enforce this Easement. Conservancy agrees to provide written notice to Owner at least sixty (60) days prior to any intended transfer of this Easement. Any subsequent transfer of this Easement shall also be subject to the provisions of this paragraph. Any attempted transfer by Conservancy of all or a portion of this Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Easement.

21. SEVERABILITY AND ENFORCEABILITY. The terms and purposes of this Easement are intended to be perpetual. If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party under this Easement will not be materially and adversely affected thereby, (a) such holding or action will be strictly construed; (b) such provision will be



fully severable; (c) this Easement will be construed and enforced as if such provision had never comprised a part hereof; (d) the remaining provisions of this Easement will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Easement; and (e) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Easement a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible

22. EXHIBITS. Each exhibit referred to in, and attached to, this Easement is an integral part of this Easement and is incorporated in this Easement by this reference.

23. COUNTERPARTS. This Easement may be executed in one or more counterparts, all of which taken together will be considered one and the same agreement and each of which will be deemed an original. This Easement shall become effective when each Party has received a counterpart signature page signed by all of the other Parties.

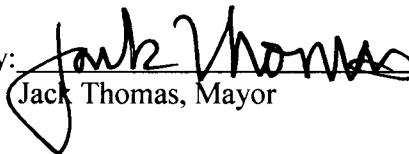
23. RECORDING. The Conservancy is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement, and Owner agrees to execute any such instruments upon reasonable request.

24. ENTIRE AGREEMENT. This Easement, including the Exhibits attached hereto, sets forth the entire agreement and understanding of the Parties with respect to the transactions contemplated by this Easement and supersedes all prior arrangements, promises, communications, representations, warranties and understandings, whether oral or written, by any Party or any officer, employee, representative or agent of any Party with respect to the transactions contemplated by this Easement.

OWNER AND THE CONSERVANCY have executed this Preservation Easement as of the Effective Date.

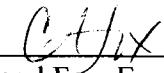
OWNER:

Park City Municipal Corporation

By:  \_\_\_\_\_  
Jack Thomas, Mayor

CONSERVANCY:

Summit Land Conservancy, a Utah nonprofit corporation

By:  \_\_\_\_\_  
Cheryl Fox, Executive Director

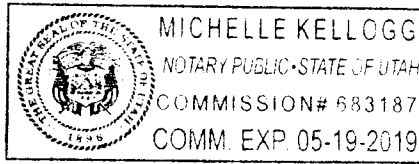
STATE OF UTAH )  
 : ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of NOV, 2017, by Jack Thomas, the Mayor of Park City Municipal Corporation.

Michelle Kellogg  
NOTARY PUBLIC  
Residing at: Park City, Utah

My Commission Expires:

May 19, 2019



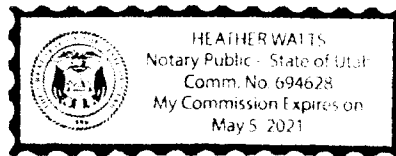
STATE OF UTAH )  
 : ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of NOV, 2017, by Cheryl Fox, the Executive Director of Summit Land Conservancy, a Utah nonprofit corporation.

Heather Watts  
NOTARY PUBLIC  
Residing at: 1151 PARK AVE. PARK CITY, UT 84302

My Commission Expires:

MAY 5, 2021



**EXHIBIT A  
TO  
PRESERVATION EASEMENT**

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**LEGAL DESCRIPTION OF THE PROPERTY**

An easement located within in the Carl Winters School Subdivision on file and of record as Entry No. 1023283 in the office of the recorder, Summit County, Utah said easement being located in the Northwest Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian, said easement being more particularly described as follows:

BEGINNING at a Point that is South 54°01'00" West 375.00 feet and South 35°59'00" East 15.00 feet from the street monument located at the point of intersection of 13th Street and Park Avenue said point also being the Northwest Corner of Lot A of said Carl Winters School Subdivision said point also being the Northwest corner of Block 7 of the of the Snyders Addition to the Park City Survey on file and of record in the Office of the Recorder, Summit County, Utah; thence along the West Boundary of said Lot A South 35°59'00" East 303.43 feet; thence North 54°01'00" East 190.14 feet; thence North 35°59'00" West 43.76 feet; thence North 54°01'00" East 17.64 feet to a point on a curve to the left having a radius of 5.00 feet of which the radius point bears North 35°59'00" West; thence along the arc of said curve 7.85 feet through a central angle of 90°00'00"; thence North 35°59'00" West 13.04 feet; thence North 54°01'00" East 62.22 feet; thence North 35°59'00" West 241.63 feet to the North Boundary of said Lot A said point also being the Northwest Corner of the 13TH Street Town Home Condominiums on file and of record as Entry No. 472978 in the office of the Recorder, Summit County, Utah; thence along the North Boundary of said Lot A South 54°01'00" West 22.94 feet; thence South 35°26'39" East 10.21 feet; thence South 57°25'52" West 45.87 feet; to a point on a curve to the left having a radius of 749.75 feet of which the radius point bears South 32°34'08" East; thence along the arc of said curve 141.61 feet through a central angle of 10°49'18"; thence South 46°36'34" West 37.94 feet; thence North 40°03'53" West 17.34 feet to the North Boundary of Said Lot A; thence along the boundary of said Lot A South 54°01'00" West 26.00 feet to the POINT OF BEGINNING

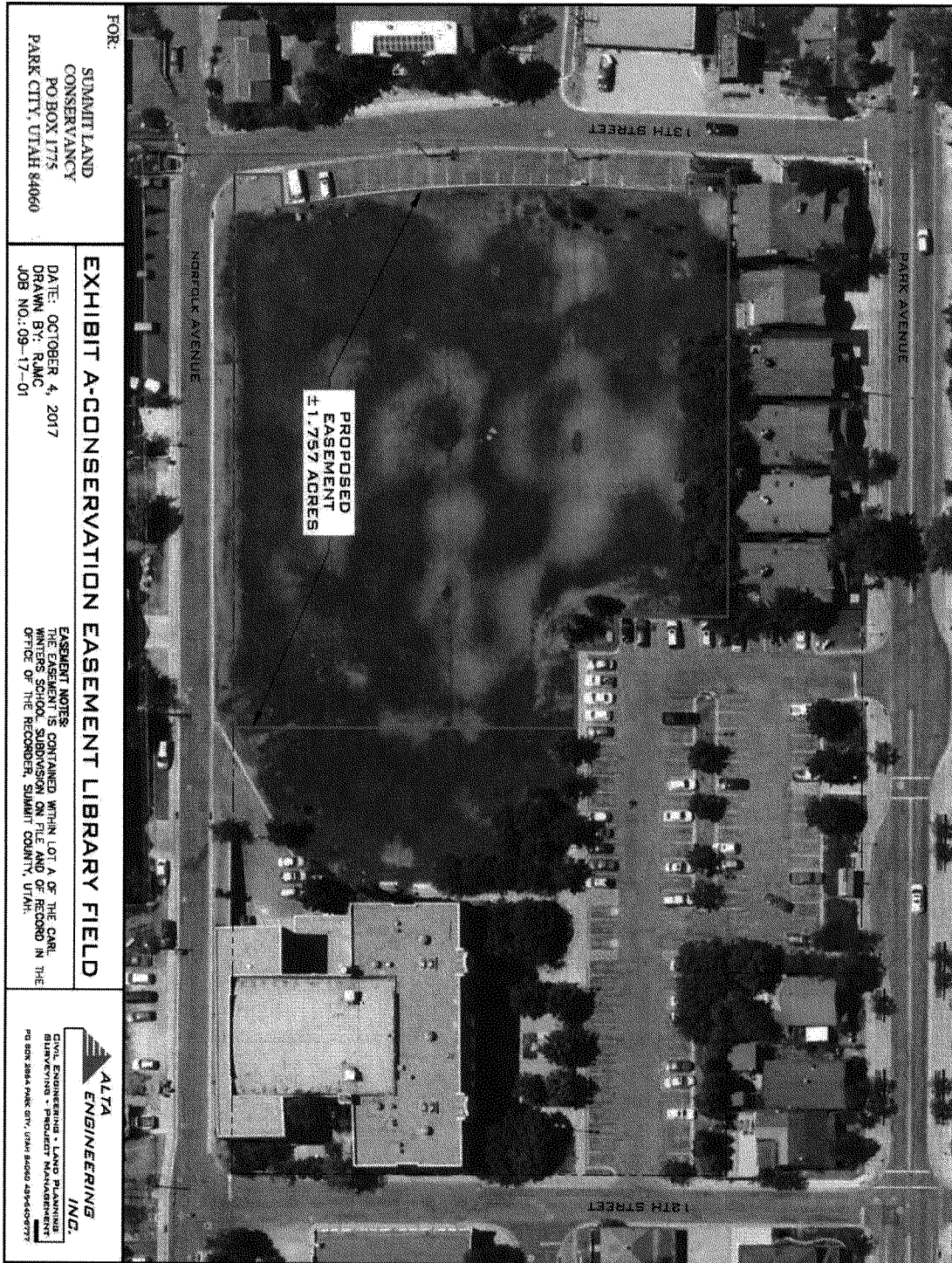
CWSS-A-X

The basis of bearing for the above description is South 54°01'00" West along the platted centerline of 13th Street.

Description contains 1.757 acres, more or less.

**EXHIBIT B  
TO  
PRESERVATION EASEMENT**

**PROPERTY MAPS**



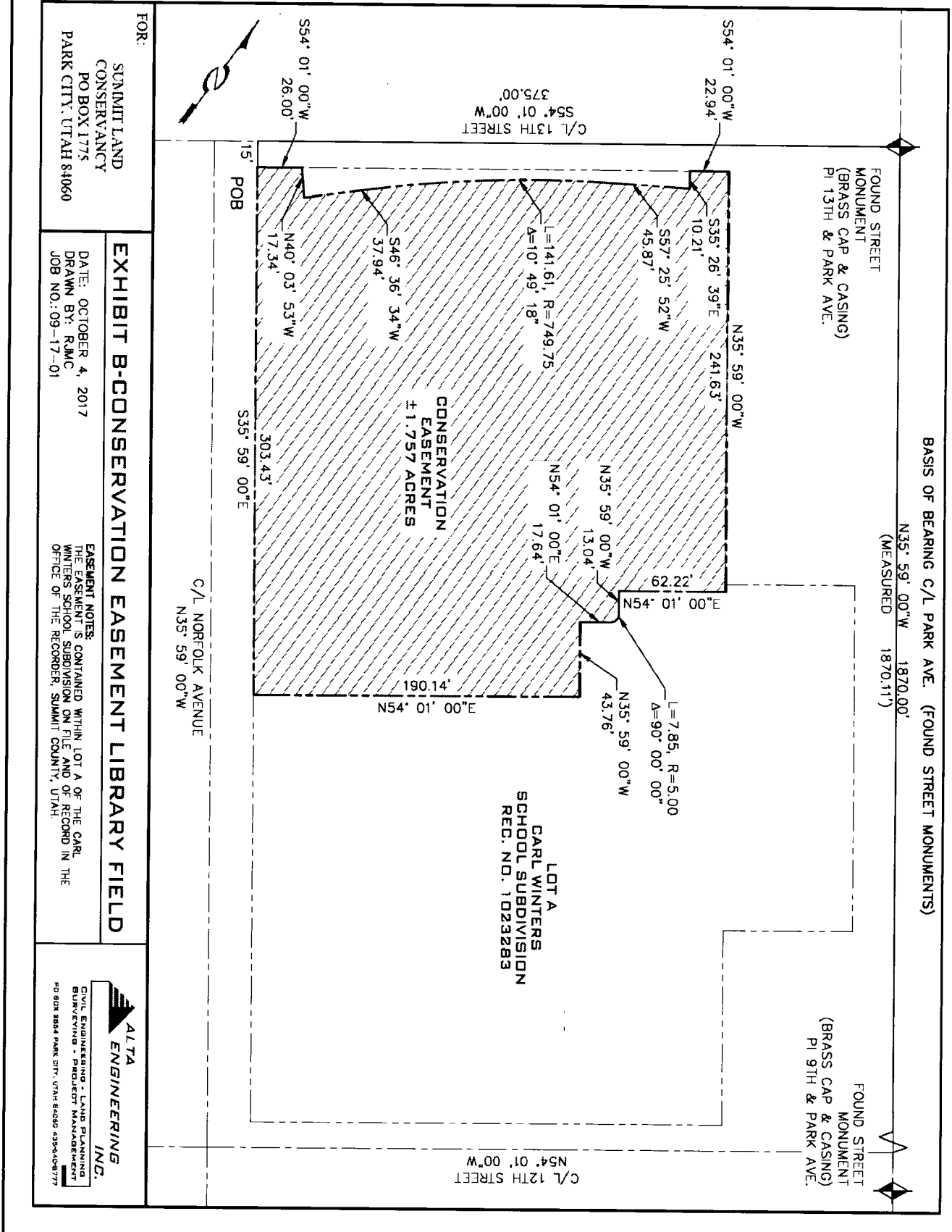
FOR:  
**SUMMIT LAND  
 CONSERVANCY**  
 PO BOX 1775  
 PARK CITY, UTAH 84060

**EXHIBIT A-CONSERVATION EASEMENT LIBRARY FIELD**

DATE: OCTOBER 4, 2017  
 DRAWN BY: RJMC  
 JOB NO.: 09-17-01

**EASEMENT NOTES:**  
 THE EASEMENT IS CONTAINED WITHIN LOT A OF THE CARL  
 WINTERS SCHOOL SUBDIVISION ON FILE AND OF RECORD IN THE  
 OFFICE OF THE RECORDER, SUMMIT COUNTY, UTAH.

**ALTA ENGINEERING INC.**  
 CIVIL ENGINEERING & LAND PLANNING  
 SURVEYING & ENGINEERING MANAGEMENT  
 PO BOX 3044 PARK CITY, UTAH 84090 4894608777



FOR:  
**SUMMIT LAND CONSERVANCY**  
 PO BOX 1775  
 PARK CITY, UTAH 84060

**EXHIBIT B-CONSERVATION EASEMENT LIBRARY FIELD**

DATE: OCTOBER 4, 2017  
 DRAWN BY: R.J.M.C.  
 JOB NO.: 09-17-01

**EASEMENT NOTES:**  
 THE EASEMENT IS CONTAINED WITHIN LOT A OF THE CARL WINTERS SCHOOL SUBDIVISION ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY, UTAH.

**ALTA ENGINEERING INC.**  
 CIVIL ENGINEERING - LAND PLANNING  
 SURVEYING - PROJECT MANAGEMENT  
 90 BOX 8844 PARK CITY, UTAH 84060 435-940-8777

**EXHIBIT C  
TO  
PRESERVATION EASEMENT**

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**PERMITTED AND RESTRICTED USES AND PRACTICES**

The uses set forth in this Exhibit C detail specific activities that are permitted or prohibited under this Easement. The uses set forth in this Exhibit C are also intended to provide guidance in determining the consistency of other activities with the Preservation Purposes. Notwithstanding the uses set forth in this Exhibit C and, notwithstanding any provision of this Easement to the contrary, in no event will any of the permitted uses of the Property (whether set forth in this Exhibit C or elsewhere in this Easement) be conducted in a manner or to an extent that diminishes or impairs the Preservation Values or that otherwise violates this Easement.

1. **RECREATIONAL USES.** The Property shall be maintained for informal, non-motorized recreational uses consistent with an undeveloped park and unstructured play area. Recreational uses include but are not limited to picnics, frisbee games, ball games, walking, sledding, snowman building, athletic training, children's play, dog exercise, and occasional uses to complement programs and events held by the library.
2. **MANAGEMENT AND REGULATION.** Owner shall maintain and enforce rules and regulations for use of the Property and may make changes from time-to-time, without prior notice to or consent of the Conservancy. Proposals pertaining to permitted or prohibited recreational uses may be considered by the Recreation Advisory Board (RAB), without notice to or consultation with the Conservancy.
3. **BUILDINGS AND STRUCTURES.** Buildings and structures such as restrooms, pagodas, pavilions, tennis courts, skateboard parks, swimming pools and other major park amenities are prohibited. Residential and commercial buildings are prohibited. Permanent jungle-gyms, swing-sets, slides and other play equipment is prohibited. Moveable play equipment for temporary and personal use is permitted.
4. **FENCES.** Fences are not permitted, other than temporary fences in connection with special events or occasional program use otherwise permitted pursuant to this Exhibit C, or to temporarily fence-off areas for repair, maintenance or public safety purposes.
5. **ROADS, SIDEWALKS AND TRAILS.** Roads, sidewalks and/or trails are not permitted on the Property.
6. **LANDSCAPING.** Landscaping shall be designed and maintained to accommodate unstructured recreational uses and maintain the open, field-like quality of the Property and unobstructed viewshed, particularly from the library parking lot across to Norfolk Avenue. Trees, garden beds, boulders, planters or similar landscaping shall be located near the perimeter of the Property, in a manner that minimizes the visual impact to the view across the field. Trees shall not be planted along the south perimeter (adjacent to the library building) or west perimeter (adjacent to Norfolk Avenue) and no additional trees shall be

planted on the corner of Norfolk Avenue and 13th Street. The number of trees located on the north perimeter (adjacent to 13<sup>th</sup> Street) shall not exceed twenty-seven (27) and no more than two (2) trees shall be located on the east perimeter (adjacent to the Park Avenue parking lot). Any replacement-trees on the afore-mentioned north and east perimeters shall be planted in the same general location as the tree that was removed and shall be a type of tree that will not block the view of the Property any more than the tree that it is replacing. Additional trees and landscaping may be located on the east perimeter, as a buffer to the residential houses that front Park Avenue.

7. **MINOR PARK AMENITIES.** Amenities that are fixtures including, but not limited to, benches, picnic tables and immovable trash cans shall be installed only upon prior notice and written approval of the Conservancy, not to be unreasonably withheld. Amenities shall be located at the perimeter of the Property and in a manner that does not unduly restrict the open, unobstructed view across the field. Proposals for the installation of said amenities shall be considered pursuant to policies and procedures established by the Owner from time-to-time. Proposals considered by the Recreational Advisory Board (RAB) shall be reviewed by the Conservancy prior to any recommendation from RAB to City Council, and RAB's recommendation will include the Conservancy's input as to whether the proposed minor park amenity is consistent with the terms of this Preservation Easement.
8. **SPECIAL EVENTS.** Special events, uses and associated temporary structures, permitted by Park City Municipal's special event application and review process are permitted.
9. **PERMANENT SIGNS.** Billboards are prohibited on the Property. Owner and the Conservancy have the right to place a limited number of signs at the perimeter of the Property, of a maximum total square footage not to exceed 40 square feet with no single sign to exceed 3 square feet. Such signs may be placed on the Property for the following purposes:
  - a. To indicate that the Property is conserved with a "Preservation Easement" held by the Conservancy; and
  - b. To state rules and regulations, safety, or hazardous conditions found on the Property;
  - c. To regulate the use of parking spaces on parking lots and streets adjacent to the Property.
10. **PARKING AND MOTORIZED VEHICLE USE.** Motorized vehicles are not permitted on the property other than for emergency services, for landscaping and Property maintenance, for the maintenance of utilities, for the installation of amenities or pursuant to a use consistent with a special event described in this Exhibit.
11. **ADA ACCESS.** The terms of this Easement shall not prevent the Owner from allowing the use of electric wheelchairs on the Property, or other power-driven mobility devices pursuant to Owner's obligations under the American's With Disabilities Act of 1990, or other laws and regulations pertaining to the rights of persons with disabilities.

12. **SUBDIVISION.** The legal or de facto division, subdivision, or partitioning of the Property is prohibited. The terms and conditions of this Easement will apply to the Property as a whole, and the Property will not be sold, transferred, or otherwise conveyed except as a whole, intact, single piece of real estate; it being expressly agreed that neither the Owner nor the Owner's personal representative, heirs, successors, or assigns will sell, transfer, or otherwise convey any portion of the Property that constitutes less than the entire Property. The existence of any separate legal parcels, if any, as of the Effective Date will not be interpreted to permit any use or activity on an individual legal parcel that would not have been permitted on such individual legal parcel under the terms and conditions of this Easement as applied to the Property as a whole.
13. **COMMERCIAL RECREATIONAL USES.** The Property may be used non-exclusively by schools, summer camps or other community groups for educational or recreational purposes, provided such uses are consistent with the Preservation Values and do not unduly interfere with the public use and enjoyment of the Property by other recreational users.
14. **RESIDENTIAL AND INDUSTRIAL USES:** The Property shall not be used for residential or industrial purposes.
15. **MINING AND NATURAL RESOURCES DEVELOPMENT.** Subject to pre-existing mineral rights of record, the exploration for or extraction of minerals, gas, hydrocarbons, soils, sands, gravel, or rock, or any other material on or below the surface of the Property is prohibited. Owner will not grant any rights to any minerals, oil, gas, or hydrocarbons, including the sale or lease of surface or subsurface minerals or any exploration or extraction rights in or to the Property, and Owner will not grant any right of access to the Property to conduct exploration or extraction activities for minerals, oil, gas, or hydrocarbons, or other substances on any other property.
16. **NO HAZARDOUS MATERIALS.** Use, dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge, unsightly or toxic materials, or Hazardous Materials is prohibited, except that fertilizers and herbicides for landscaping may be used and on the Property, provided that all such use is in compliance with applicable health, safety, and Environmental Laws and regulations and further provided that all such use does not diminish or impair the Preservation Values.
17. **DOGS.** Leashed and off-leash dogs are permitted, pursuant to City and County laws and regulations in effect from time-to-time.



18. BICYCLE USES. The use of bicycles and similar wheeled devices is permitted, but the Property shall not be specifically developed for bicycle uses.

19. UTILITIES. Granting or installation of new utility corridors for above-ground utilities that serve land other than the Property is prohibited. Upon prior written notice to the Conservancy, the Owner may permit underground utilities to serve land other than the Property provided such approval is conditioned upon restoration and re-vegetation of the Property and timely completion of the utility installation. Temporary staging of equipment for utility or construction improvements or maintenance on adjacent properties is permitted, pursuant to municipal procedures and regulations.