



**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
January 15, 2026**

The Council of Park City, Utah, will hold its regular meeting in person at the Marsac Municipal Building, City Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online and may have options to listen, watch, or participate virtually. [Click here for more information.](#)

Zoom Link: <https://us02web.zoom.us/j/88449322494>

**CLOSED SESSION - 3:15 p.m.**

The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code § 52-4-205), including to discuss the purchase, exchange, lease, or sale of real property; litigation; the character, competence, or fitness of an individual; for attorney-client communications (Utah Code section 78B-1-137); or any other lawful purpose.

**WORK SESSION**

3:35 p.m. - Senior Center Site Design and Programming Discussion

4:35 p.m.- Discuss the 2026 Legislative Platform

**COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

4:55 p.m. - Council Questions and Comments

Staff Communications Report

1. PC MARC Racquet Sports Pass Discontinuation

5:15 p.m. - Break

**REGULAR MEETING - 5:30 p.m.**

**I. ROLL CALL**

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

**III. APPOINTMENT**

1. Appointment of New City Council Member to Fill the Seat Vacated by Ryan Dickey  
(A) Action

**IV. PRESENTATION**

1. Consideration to Approve Resolution 02-2026, a Resolution Supporting America250 Utah and Recognizing and Approving the Park City, Utah 250 Community Committee  
(A) Action

**V. CONSENT AGENDA**

1. Request to Approve Type 2 Convention Sales Licenses for Operation during the 2026

Sundance Film Festival

2. Request to Approve a Grazing License between the City and Michael F. Pace for the Use of 129.38 acres on Parcel Numbers SS-28-A-1-X and SS-27-B-X

## **VI. NEW BUSINESS**

1. Consideration to Approve Resolution 03-2026, a Resolution Approving the Proposed Consent Agreement from Pesky Porcupine, LLC, Regarding Pending Third District Court Case Nos. 240500344, 240500559, and 240500569 (consolidated into 240500559), regarding land use approvals for a single family house at 220 King Road in Park City, Utah (Resolution and Consent Agreement to Follow)  
(A) Public Input (B) Action

## **VII. ADJOURNMENT**

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

**\*Parking is available at no charge for Council meeting attendees who park in the China Bridge parking structure.**



# Senior Center Site Design & Programming



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# AGENDA

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1. Review updated options for Council to consider based on 11/6/2025 Work Session Discussion
2. Discuss Council preferences regarding:
  - Parking
  - Open Space
  - Building Space Programming
3. Discuss estimated costs and potential budget
4. Discuss Next Steps





# COUNCIL DIRECTION

## November 6, 2025 Work Session Direction:

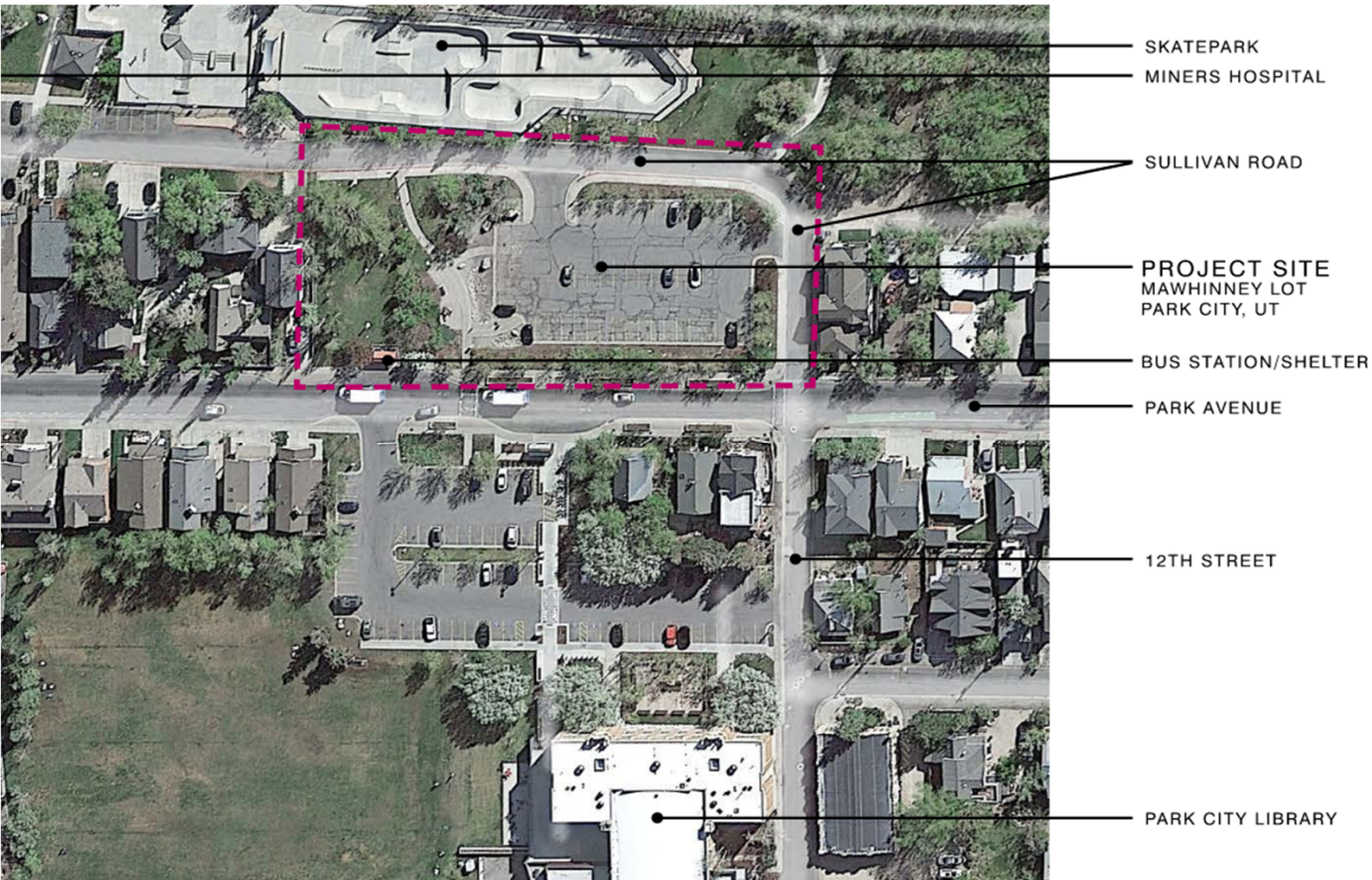
1. Option 3 Site configuration preferred – Balanced Parking (both underground and surface)
2. Building Footprint of 7,500 SF
3. Building Programming analysis for 10k SF total building size versus building size recommended by needs assessment

## We will ask Council at the end...

1. Proceed with underground parking option included?
2. Match existing parking count of 47 stalls (or provide target)
3. Provide target building size
4. Provide target project budget



# SITE: LOCATION



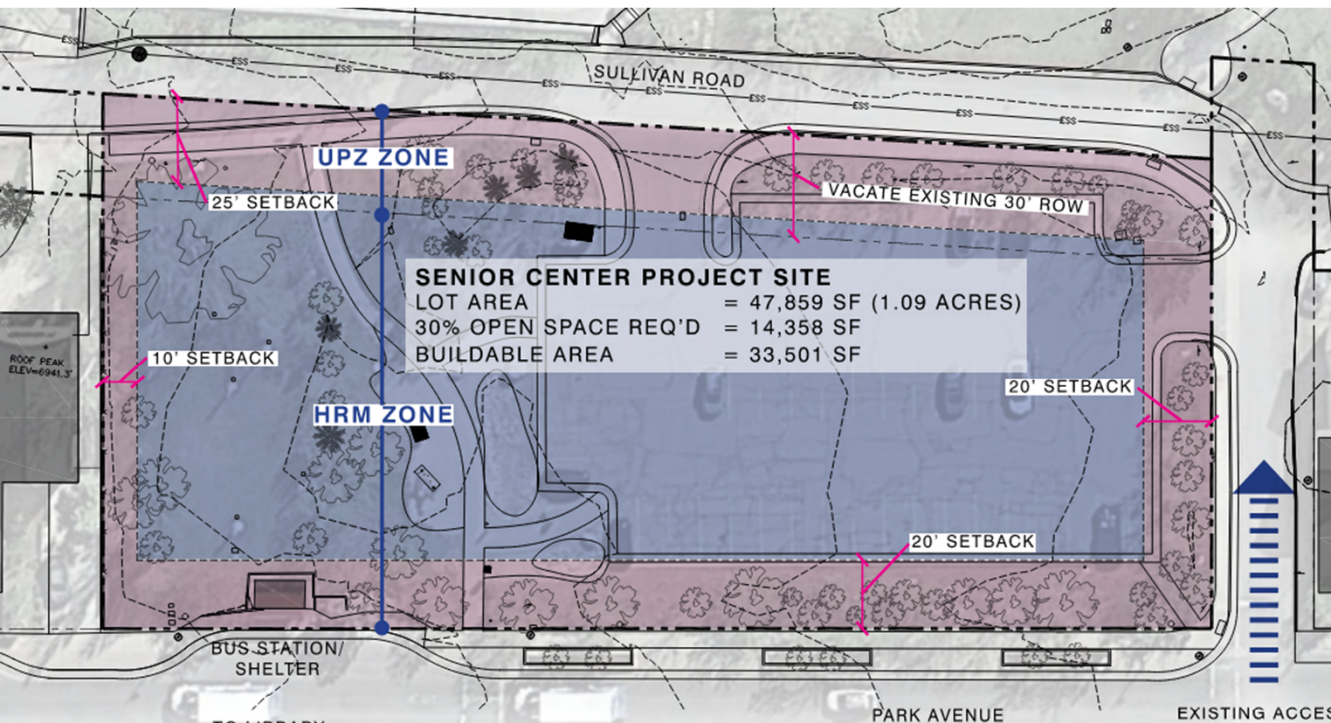
## QUICK FACTS

- Lot Size = 1.09 Acres
- Parking = 47  
Surface spaces
- Open Space  
26,677SF = 55%



# SITE: CONSTRAINTS

Process will entail: MPD (under 2 acres), CUP, and re-plat to remove ROW



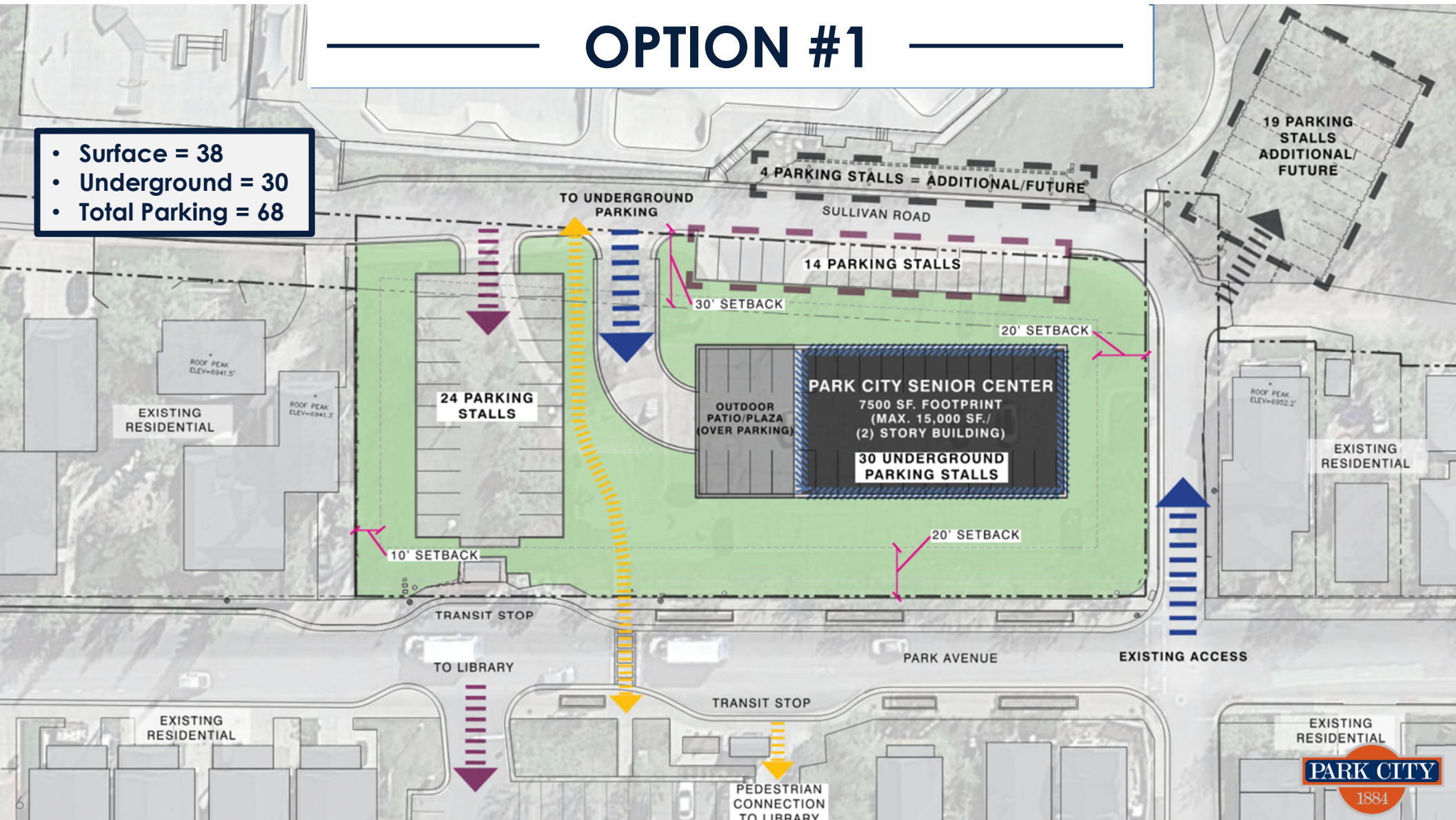
## CONSIDERATIONS

- Replat to remove ROW
- HDDR Review
- Zoning: HRM/UPZ
- Height: 27'
- Setbacks: 10' - 25'
- Req'd Open Space: 30%
- Minimum Parking = 33 Stalls
  - 20 Peak Lunch Demand
  - 13 Library MPD



# OPTION #1

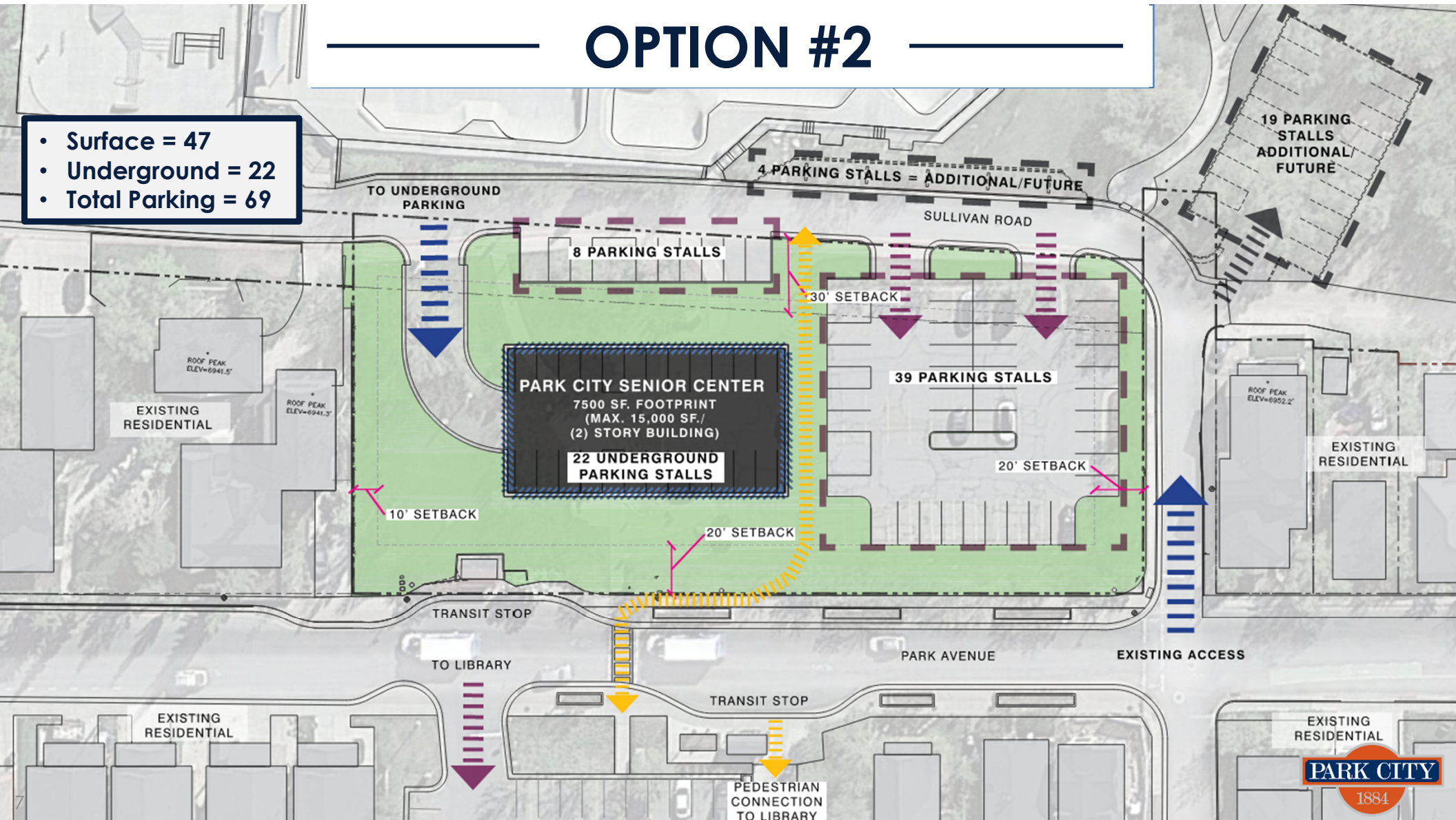
- Surface = 38
- Underground = 30
- Total Parking = 68





## OPTION #2

- Surface = 47
- Underground = 22
- Total Parking = 69





## OPTION #3

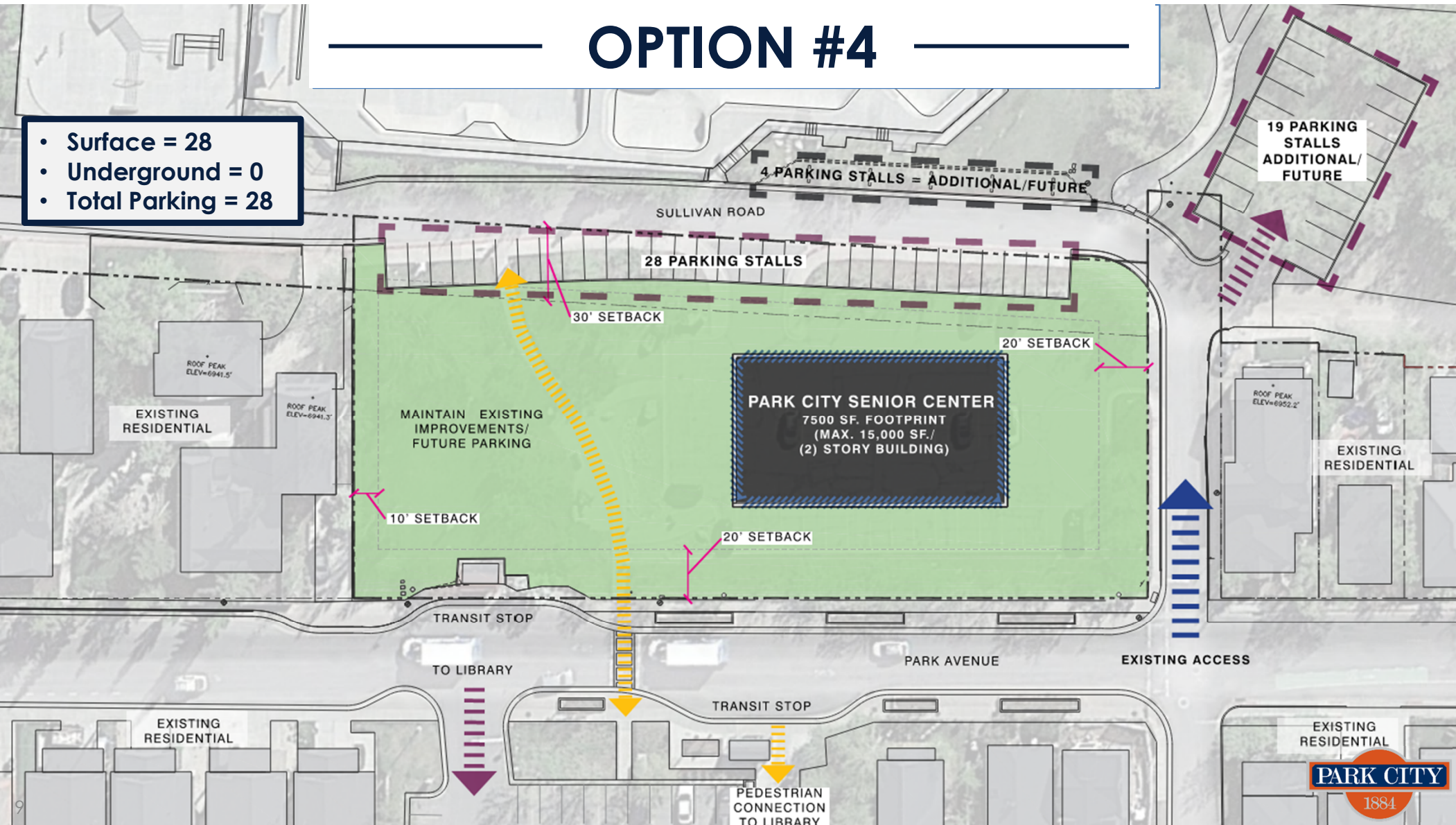
- Surface = 47
- Underground = 0
- Total Parking = 47

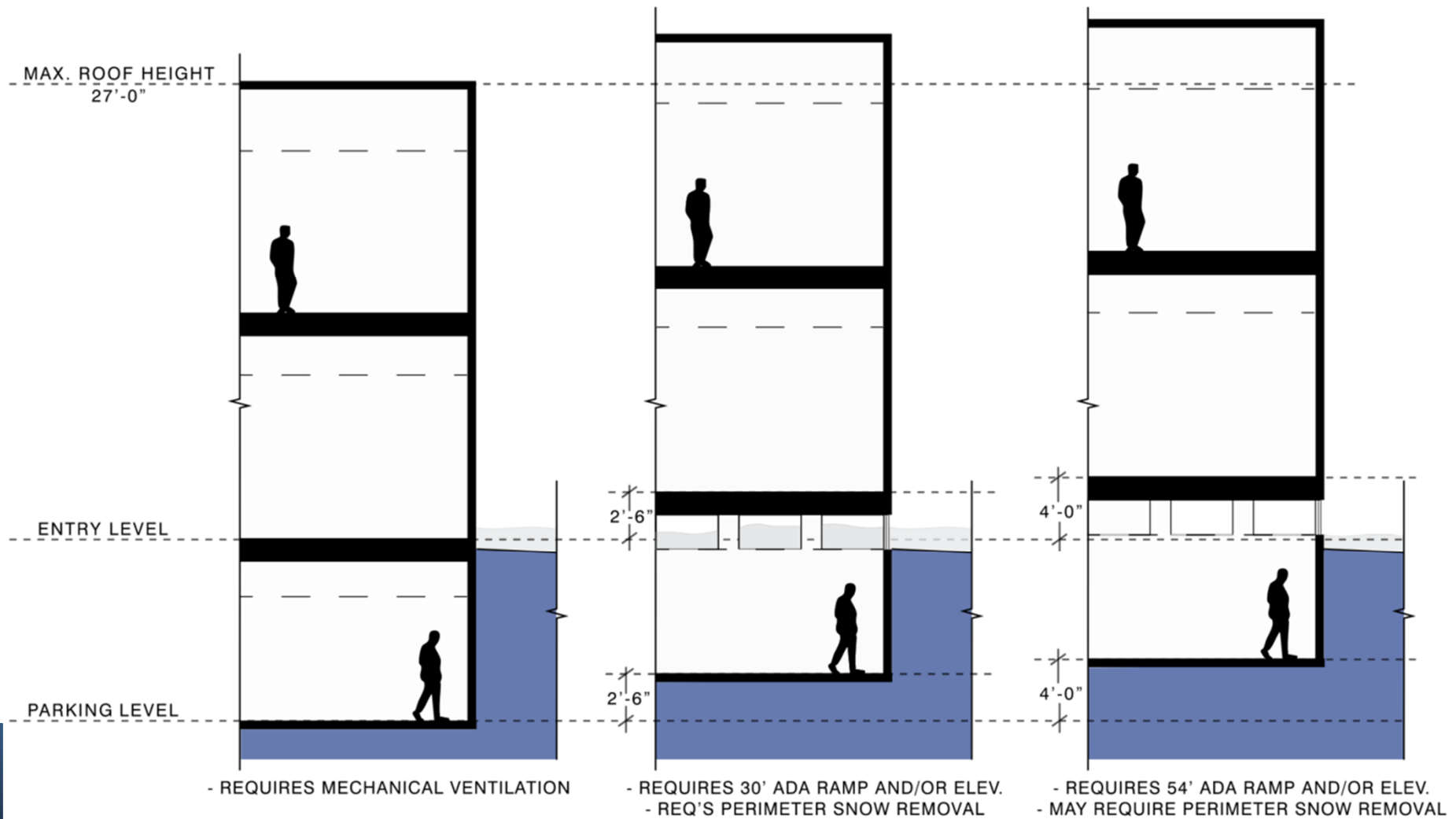




## OPTION #4

- Surface = 28
- Underground = 0
- Total Parking = 28





## UNDERGROUND PARKING ELEVATIONS

SPARANO+MOONEY  
ARCHITECTURE

# PARKING DISCUSSION

	Option 1	Option 2	Option 3	Option 4
<b>SURFACE STALLS</b>	38	47	47	28
<b>UNDERGROUND STALLS</b>	30	22	0	0
<b>TOTAL PARKING</b>	68	69	47	28
<b>ESTIMATED COST</b>	<b>\$3.6-3.7M</b>	<b>\$3-3.1M</b>	<b>\$300-380k</b>	<b>\$220-280k</b>
<b>OFFSITE/FUTURE ADDITIONAL STALLS</b>	<b>23</b>	<b>23</b>	<b>23</b>	<b>23</b>

\* Existing parking lot = 47 stalls

\* LMC code requires 20 + Library MPD shared 13 = 33 stalls



# OPEN SPACE DISCUSSION

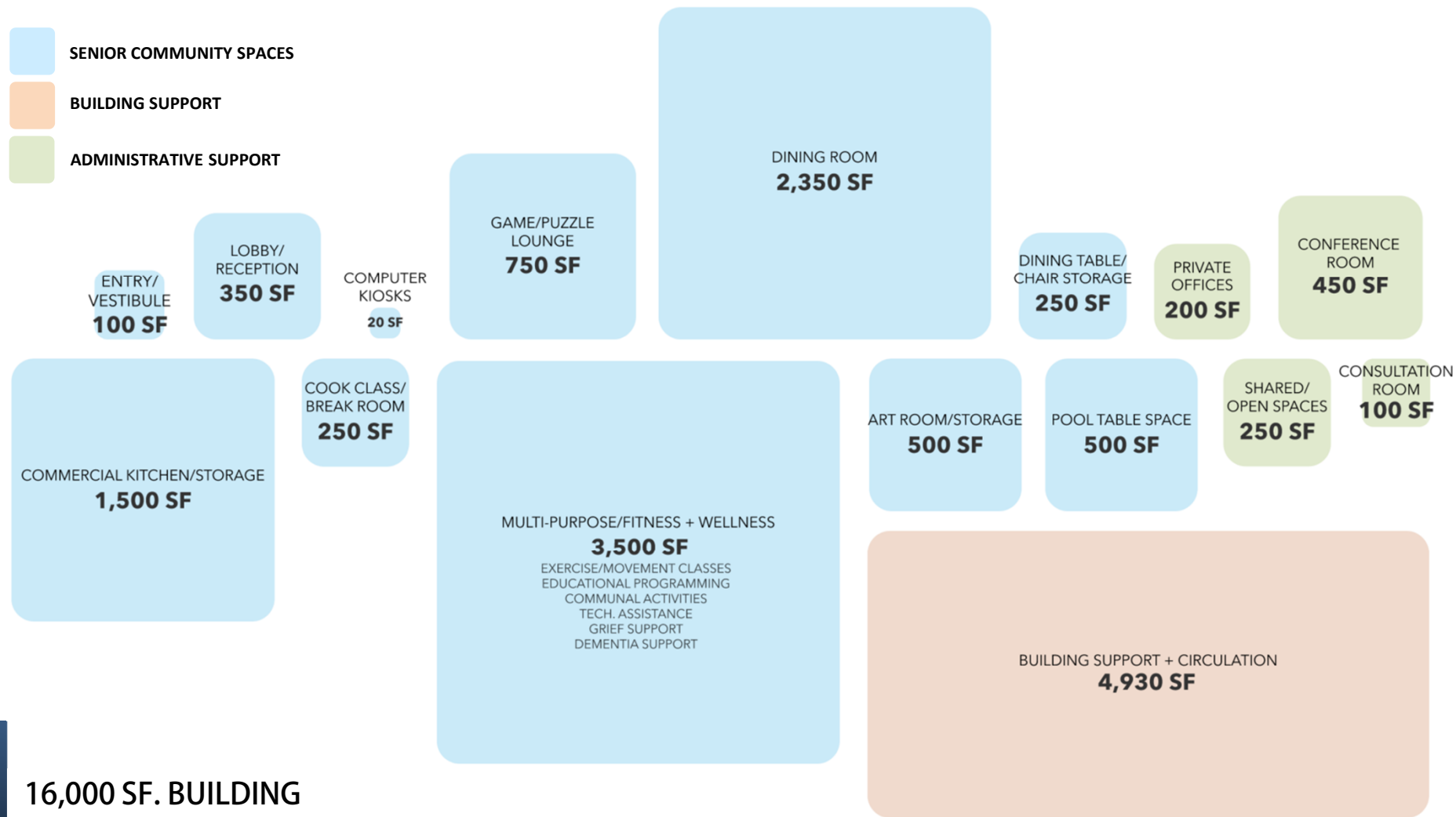
	Option 1	Option 2	Option 3	Option 4
<b>APPROX. OPEN SPACE</b>	46-48%	44%-46%	49% - 51%	71%-73%
<b>CHANGE FROM EXISTING</b>	-7%-9%	-9%-11%	-4%-6%	+16% - 18%
<b>ESTIMATED COST</b>	\$700-800k	\$660-770k	\$660-770k	\$650-760k

\* Existing Open Space = 55% of Parcel or 26,677 SF

\* LMC requires 30% Open Space

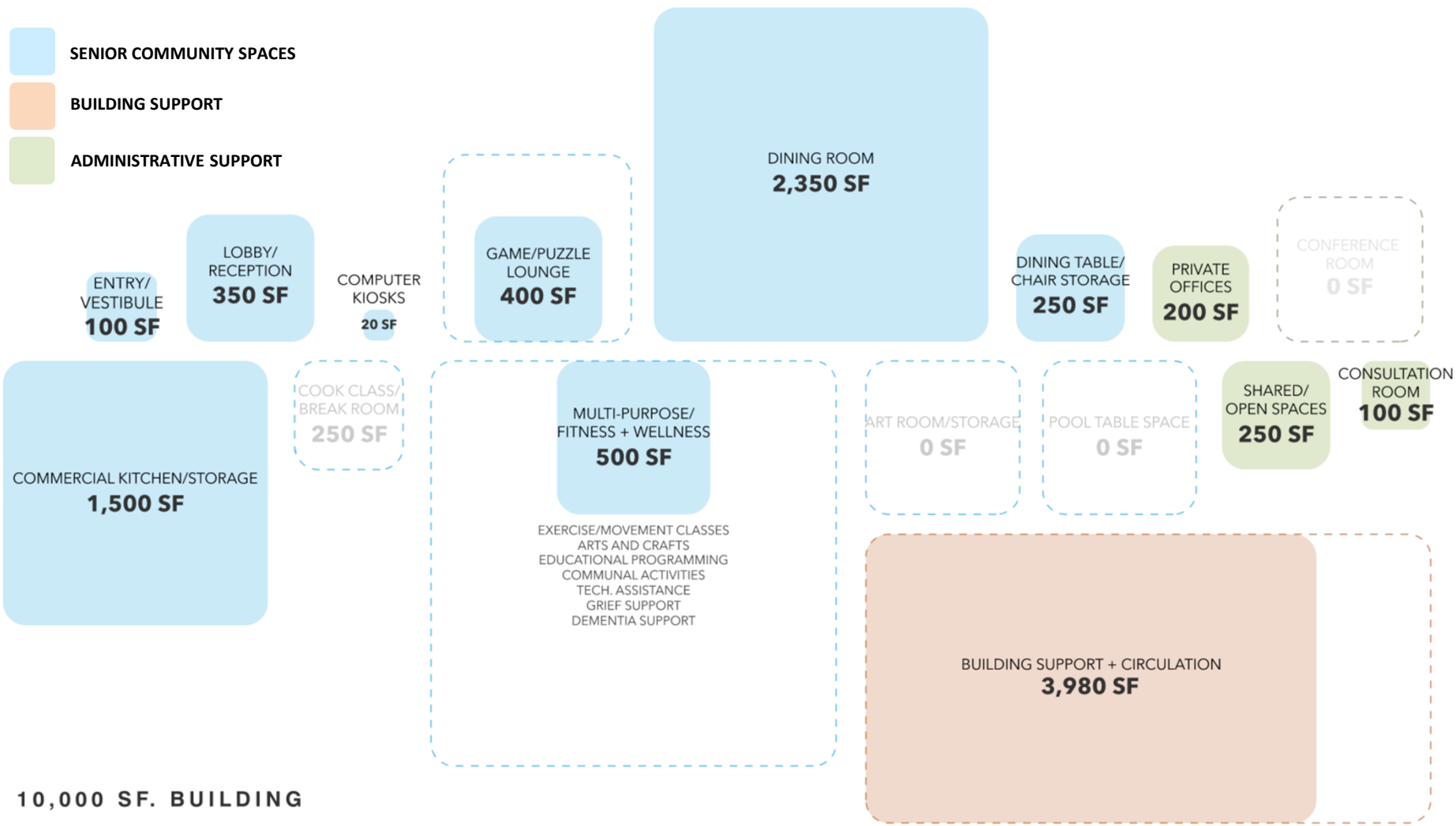






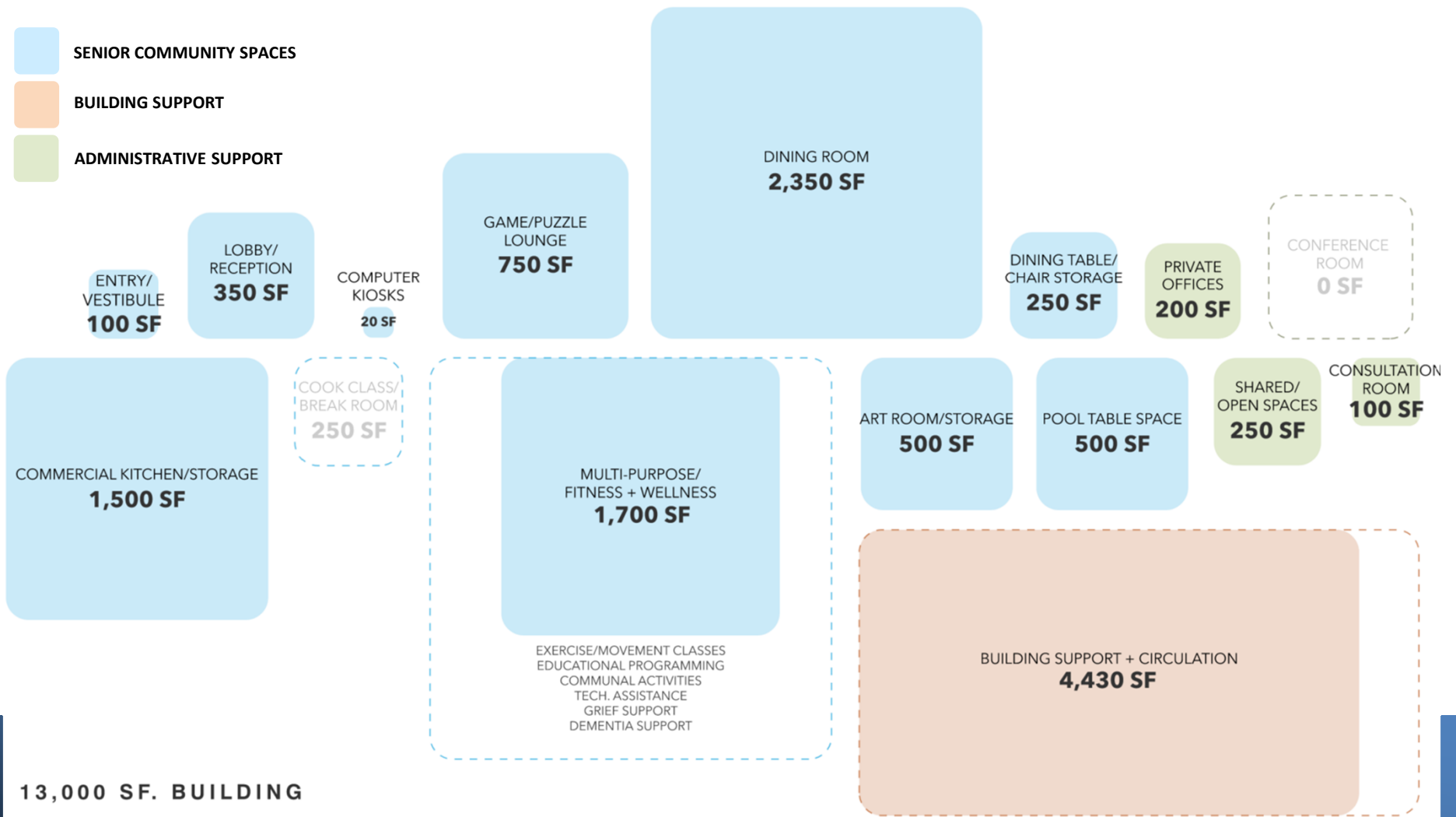
# SPACE PROGRAMMING STUDY

SPARANO+MOONEY  
ARCHITECTURE



# SPACE PROGRAMMING STUDY

SPARANO+MOONEY  
ARCHITECTURE



# SPACE PROGRAMMING STUDY

SPARANO+MOONEY  
ARCHITECTURE

<b>*COST ESTIMATE OF 10K SF STRUCTURE</b>	<b>\$14.9M</b>	<b>\$14.3M</b>	<b>\$11.5M</b>	<b>\$11.4M</b>
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<b>*COST ESTIMATE OF 13K SF STRUCTURE</b>	<b>\$18M</b>	<b>\$17.3M</b>	<b>\$14.4M</b>	<b>\$14.3M</b>
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<b>COST ESTIMATE OF 16K SF STRUCTURE</b>	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>	<b>Option 4</b>
<b>BUILDING CONSTRUCTION</b>	\$11M	\$11M	\$11M	\$11M
<b>PARKING</b>	\$3.1M	\$2.6M	\$380k	\$280k
<b>SITE CONSTRUCTION</b>	\$800k	\$770k	\$770k	\$760k
<b>CONTRACTOR EXPENSES</b>	\$2.75M	\$2.65M	\$2.25M	\$2.2M
<b>OWNER SOFT COSTS</b>	\$2.35M	\$2.3M	\$2M	\$2M
<b>FF&amp;E</b>	\$310K	\$310K	\$310K	\$310K
<b>ALLOWANCES (WINTER AND SOILS)</b>	\$350K	\$350K	\$350K	\$350K
<b>ESCALATION</b>	\$300K	\$300K	\$240K	\$230K
<b>TOTAL COST ESTIMATE</b>	<b>\$21.1M</b>	<b>\$20.5M</b>	<b>\$17.3M</b>	<b>\$17.2M</b>

# COUNCIL DIRECTION

- **PARKING PREFERENCE**
  1. Underground + Surface
  2. Surface Only
  3. Quantity of Stalls
- **BUILDING PROGRAMMING PREFERENCE**
  1. Building size target
- **PROJECT BUDGET TARGET**
- **DISCUSS NEXT STEPS**





# QUESTIONS





## City Council Staff Report

**Subject:** 2025 Legislative Policy Platform  
**Author:** Michelle Downard  
**Department:** Executive  
**Date:** January 15, 2026

The 2026 Legislative Session begins on January 20, 2026. We anticipate continued focus on land use regulations, building and development codes, housing affordability, and transportation infrastructure, in addition to water conservation and pre-Olympic infrastructure planning efforts.

Monitoring the State's legislative activities is a year-round commitment. Considerable time and resources are devoted to legislative issues throughout the 45-day annual Session. For example, PCMC's elected officials meet regularly with our delegation, attend the Utah League of Cities and Towns (ULCT) weekly legislative strategy meetings, and hold an annual PC Leadership Day at the Capitol with important intergovernmental stakeholders. City staff, elected officials, and contracted lobbyists also work with ULCT and other local-government-issue advocacy groups to coordinate testimony and lobbying efforts during the session.

The "**2026 Legislative Platform**" (Exhibit A) is a broad policy framework used by PCMC professional staff and elected officials to lobby, support, or oppose public policy initiatives. The Platform helps PCMC officials protect Park City's independence and unique community interests during the fast-moving 45-day session.

The City's 2026 Bill Tracking list is updated and provided to the Council throughout the General Session.

### EXHIBITS

A 2026 Legislative Platform



## 2026 Legislative Platform

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### Purpose

The Legislative Platform was drafted to better define the City's legislative strategies by providing guardrails for City-led advocacy efforts at the Federal, State, and local levels. Park City's Legislative Team relies on the Platform on a day-to-day basis to respond to time-sensitive proposals before they are able to receive formal Council direction – which is necessary when the organization is between Council meetings. A list of tracked bills is also provided to the Council on an ongoing basis during the Session at each City Council meeting during the Session.

### Policy Guidelines

Park City Municipal generally supports:

1. Legislation that leads to greater financial independence from Federal and State entities and protects local resources from Federal, State, and other governmental controls;
2. Legislation maintaining maximum local control in all areas of its day-to-day responsibilities, municipal operations, and local land use authority;
3. Legislation that advocates fair and proportionate representation on regional and interlocal boards and commissions; and
4. Legislation that fosters understanding and promotes more equitable access to resources for all residents, visitors, and community workforce.

Park City Municipal generally opposes:

5. Legislation that makes the City more dependent on Federal, State, and other governmental agencies for policy direction;
6. Legislation that erodes the City's broad public safety authority or interferes with local decision-making regarding land use control;
7. Legislation that imposes intrusive, unnecessary, or unfunded mandates that preempt local authority; and
8. Legislation that impedes the equitable administration of public services, justice, and social well-being.

### Policy Team

In 2026, the City's Team includes Mayor Dickey, Councilor Toly, the City Attorney, and the Strategic Initiatives Advisor. Several other managers also participate in supporting roles, including the Chief Building Official, Chief of Police, Planning Director, City Recorder, and Economic Development Director.



## City Council Staff Communications Report

**Subject:** PC MARC Racquet Sports Pass  
**Author:** Cole Johnston, Racquet Sports Division Manager  
Sadie Hennefer, PC MARC Division Manager  
**Department:** Recreation  
**Date:** January 15, 2026

### **Recommendation**

To emphasize resident priority and improve operational efficiency, Recreation staff recommends discontinuing the sale of the PC MARC Racquet Sports Pass.

### **Background**

As part of the PC MARC fee schedule adopted annually by City Council, the PC MARC offers an option known as the *PC MARC Racquet Sports Pass*. This premium, all-inclusive pass provides full access to the PC MARC facility, group fitness classes, and up to two hours of tennis or pickleball court time per day. A primary benefit of the pass is an extended 14-day advance court-reservation window, compared to the 7-day window available to the general public. Currently, this pass is only available to those in 84060 and 84098 zip codes.

The current fee structure for the Racquet Sports Pass is as follows:

- Annual pass: \$1,463
- 6-month pass: \$935
- 3-month pass: \$572
- 1-month pass: \$242

Current Pass Membership Count as of December 2025:

- Annual pass: 46
- 6-month pass: 14
- 3-month pass: 3
- 1-month pass: 1

Current Pass Membership by zip code:

- 84017: 1 (Grandfathered in)
- 84032: 1 (Grandfathered in)
- 84036: 1 (Grandfathered in)
- 84060: 30
- 84098: 27

## **Analysis**

Effective June 30, 2026, staff recommend discontinuing the PC MARC Racquet Sports Pass for the following reasons:

- Equity Considerations: As a community recreation facility, offering a premium pass creates a level of benefit accessible only to those who can afford it.
- Resident Priority: The current structure does not adequately support prioritization for 84060 residents.
- Administrative Burden: Managing the premium pass requires significant time relative to its usage. Discontinuing it would streamline operations and enable updating booking processes, as well as improving efficiency and enhancing the overall user experience.
- Pre-paid, Online Transactions: The Recreation team is working to streamline individual transactions at the Front Desk to reduce staff workload and minimize the transaction fees incurred by the City. The current structure of this specific pass poses a significant barrier to transitioning toward a fully pre-paid, online transaction model.

## **Plan to Replace the PC MARC Racquet Sports Pass**

Instead of selling a premium pass, the Recreation team proposes implementing a reservation priority system that provides:

- 84060 residents: 10-day advance court-reservation access
- Non-residents and visitors: 8-day advance court-reservation access

This approach focuses on resident access and equity while reducing administrative load.

Staff sent a survey to a small focus group of tennis patrons to gather feedback on the transition. Results varied, with municipal residents generally supportive.

Staff plans to have all current passes expire on June 30, 2026 and will pro-rate/ refund any current passes.

## **Conclusion**

Discontinuing the PC MARC Racquet Sports Pass and shifting to a resident-priority reservation model allows the PC MARC to better align with its mission as a community recreation center. This change reduces administrative complexity, improves equity in



court access, and strengthens service to municipal residents. Staff is planning on this transition to become effective June 30, 2026.

## City Council Staff Report



**Subject: America 250 Utah Participation**  
**Author: Linda Jager, Community Engagement Specialist**  
**Department: Communications**  
**Date: January 15, 2026**

### Executive Summary

This year, Park City Municipal will participate in [America250 Utah](#) – the statewide initiative commemorating the 250th anniversary of the founding of the United States. The program encourages Utah communities to reflect on the nation's history, celebrate shared values, and engage residents in educational and cultural activities.

Staff recommends forming an internal cross-departmental committee to coordinate Park City's involvement, including integrating America250 Utah themes into existing City events and programs, developing new initiatives, and supporting statewide efforts.

### Program Overview

America250 Utah is the state's official commemoration of the United States' 250th anniversary. The statewide initiative is built around three pillars:

- **Educate** – Encourage learning about U.S. and Utah history through programs through school based civic education efforts.
- **Engage** – Invite residents to participate in statewide contests, storytelling projects, and community-driven celebrations.
- **Unite** – Highlight Utah's diverse communities and shared heritage through cultural events, public art, and collaborative programming.

### Park City Municipal's Proposed Participation

- Form the Internal America250 Working Committee - establishing a cross-departmental committee including representatives from Special Events, Library, Recreation, Communications, and more. The committee will:
  - Identify opportunities to integrate America250 Utah themes into existing City events.
  - Develop new programming concepts aligned with the statewide pillars.
  - Coordinate with America250 Utah staff and local partners.
  - Provide periodic updates to the City Manager and City Council.
- Integrate with Existing Events and Programs - The committee will evaluate opportunities to incorporate America250 Utah themes into:
  - Fourth of July Parade & Celebration – Themed floats, youth participation, or interactive educational elements.
  - Potential for public art, lectures, or community history activities.
  - Recreation Programs – Tie-ins with [Walk250](#) through trail mileage challenges or community hikes.
- New America250-Themed Initiatives - Potential new concepts include:
  - A Park City historical walking tour or digital storytelling project.

- Public lectures, panel discussions, or cultural events in partnership with nonprofits and schools.
- Park City Library Hosting the America250 Utah Traveling Exhibit - The Park City Library will host the [America250 Utah Traveling Exhibit in](#) June 2026. Hosting the exhibit provides a high visibility opportunity to highlight Park City's America250 efforts, promote related programming, and encourage community participation in statewide initiatives.

**A Resolution Supporting America250 Utah and Recognizing and Approving  
the Park City Utah250 Community Committee**

Whereas Governor Spencer J. Cox and the Utah State Legislature created the America250 Utah Commission (also known as America250 Utah); and

Whereas the mission of America250 Utah is to commemorate and celebrate, reflect on our nation's past, build community, and look toward the future by educating, engaging, and uniting Utahns and visitors to our state; and

Whereas America250 Utah is seeking partnerships with counties and municipalities to further its mission; and

Whereas this partnership will be formed by creating a local committee called the Park City Utah250 Community Committee.

Whereas the Park City Utah250 Community Committee will focus on important events, people, and places within the community to commemorate and celebrate Park City's role in America's 250th anniversary; and

Whereas local projects will enhance tourism, community building, and economic development opportunities.

**Now, therefore be it *RESOLVED*,** that the Park City Mayor and Council:

1. Hereby recognize the Park City Utah250 Community Committee as its official committee.
2. Will partner with America250 Utah.
3. Will support signature programs of the America250 Utah Commission; and
4. Will support the Park City Utah250 Community Committee in its local efforts to educate, engage, and unify Utahns and our visitors in the community.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Mayor Ryan Dickey

Attest:

\_\_\_\_\_  
Michelle Kellogg, City Recorder

Approved as to form:

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

## City Council Staff Report



**Subject:** Request for Approval of Type 2 Convention Sales Licenses for Operation during the 2026 Sundance Film Festival  
**Author:** Sydney Anderson, Business License Specialist  
**Department:** Finance  
**Date:** January 15, 2026

### Recommendation

Review and consider approving the Type 2 Convention Sales License (CSL) applications listed in Exhibit A for operation during the 2026 Sundance Film Festival (Festival) contingent on passing the Final Inspection Post Application (FIPA).

### Executive Summary

Exhibit A lists Type 2 Convention Sales License applicants currently pending approval. The applicants have obtained a pre-inspection prior to application (PIPA), provided a site/floor plan stamped by a design professional with occupant load, and paid the applicable license and trash fees. We are requesting approval of the applications for Convention Sales Licenses during the 2026 Sundance Film Festival.

### Analysis

During the Festival, various businesses and entities conduct short-term commercial activities within Park City (City) limits. These entities are not affiliated with the Festival, nor are they official sponsors. Their operations present health, safety, and wellness concerns for the City and its residents, including the City's ability to provide basic Police, safety, and emergency services. The Finance Department, as well as other departments, receive a high volume of Type 2 Convention Sales License applications in the months and weeks before the Festival starts.

The Municipal Code for Type 2 CSLs allows the City to address adverse impacts and carrying-capacity considerations associated with licensed activity. It also allows service departments, event staff, and public safety to obtain an accurate picture of the total public service demands for the Festival in a timeframe that provides for service level and cost adjustments.

Municipal Code 4-7-3 (B)(2) states that Council retains authority to approve Type 2 CSL license applications. Prior to Council's consideration of the Type 2 CSL license applications, the applicant must have a pre-inspection prior to application (PIPA). This inspection will highlight any issues related to the space prior to their final inspection. The inspection must accompany the license application along with accurate floor plans stamped by a design professional, including the occupant load.

The process for a Type 2 CSL is as follows:

1. Submit floor plans stamped by a design professional

2. Obtain a PIPA
3. Provide receipt showing payment to Republic Services to cover trash impacts (one receipt *per applicant*).
4. Submit application with site plan, PIPA, and pay the appropriate fee
5. Finance requests approval from City Council
6. Obtain Council approval
7. Obtain a FIPA
8. Issue license

All of the attached applications have met the Municipal Code standards and have completed department review.

### **Exhibits**

Exhibit A - List of Locations



## City Council Staff Report

**Subject:** Pace Grazing Lease Renewal  
**Author:** Ryan Blair  
**Department:** Property  
**Date:** January 15, 2026



### Recommendation

Review and consider approving a grazing license between the City and Michael F. Pace. The license is for the use of 129.38 acres in Summit County on parcel nos. SS-28-A-1-X and SS-27-B-X.

### Executive Summary

Park City has a long history of permitting agricultural uses on City-owned property. The Pace family has been a licensee on these parcels since the City acquired the parcels from the Paces in 1996. The lease authorizes grazing and requires the family to keep the land well groomed and maintained.

### Analysis

Agriculture and grazing have long been used by the City to help maintain its historic rural environment. These uses of city-owned property aid in mitigating noxious weeds and maintaining fences located on the property. The Pace family has demonstrated their use of the property is consistent with sustainable grazing standards and have kept the property well groomed.

The property where the grazing occurs does not have established public trails nor is it encumbered with a conservation easement. The license is for 5 years with an annual fee of \$700, and it may be terminated at any time for any reason with 30 days' notice.

### Exhibits

A     *Proposed Pace Lease*



## **MICHAEL F. PACE AGRICULTURAL LICENSE AGREEMENT**

This Pace Agricultural License Agreement (“**License**”) is between PARK CITY MUNICIPAL CORPORATION (“**Licensor**”) and Michael F. Pace (“**Licensee**”).

Licensor owns real property identified as a portion of Parcels SS-28-A-1-X and SS-27-B-X, more particularly depicted and described on **Exhibit A** (the “**Property**”).

Licensee desires to license the use of the Property from Licensor, and Licensor agrees to license the use of the Property to Licensee pursuant to the terms and conditions of this License.

The parties therefore agree as follows:

1. Base License Terms.

a)	<b>Property</b>	Approximately 129 acres (Exhibit A). County: Summit County State: Utah Parcel Numbers: SS-28-A-1-X, SS-27-B-X
b)	<b>Term</b>	Years: Three Commencement Date: 12/01/2025 Expiration Date: 11/30/2030
c)	<b>Fee</b>	Annual Fee: \$700 Payment: Due Annually on November 1 <sup>st</sup> for the following year
d)	<b>Licensor Contact Information</b>	Park City Municipal Corporation Attn: Ryan Blair P.O. Box 1480 Park City, UT 84060 Email: ryan.blair@parkcity.gov
f)	<b>Licensee Address</b>	Michael F. Pace 6276 W 2920 S West Valley City, 84128 Phone: 801-558-2650 Email: mikefpace@comcast.net

2. Property; Use. Licensor hereby licenses to Licensee, and Licensee hereby licenses from Licensor the use of the Property. Licensee shall use the Property solely for the purpose of grazing cattle and horses (the “**Permitted Use**”).

2.1. Rules and Restrictions on Use. Licensee shall adhere to the following rules and restrictions on the Property while using the Property for the Permitted Use:

2.1.1. Grazing is limited annually to May 1 through October 31.

2.1.2. Licensee acknowledges that there is no water or other utilities available on the

property and further acknowledges that Licensor is not providing water, water rights, or other utilities with this License. Licensee shall be solely responsible for complying with state water law for any water rights, sources, or use associated in any way with the Property and for any related costs.

- 2.1.3. This License shall be without cost to Licensor for the maintenance and operation of the Property.
- 2.1.4. To apply the principles of good husbandry at all times for the grazing operations.
- 2.1.5. To keep any fences, if applicable, on the Property in at least as good repair and condition as they are at the commencement of the License, or at least in as good repair and condition as they may be put by Licensor during the term of the License, whichever is better, ordinary wear, loss by fire, or unavoidable destruction excepted. Licensee shall keep fences in a condition to prevent livestock from entering upon any roadway.
- 2.1.6. To prevent all unnecessary waste, or loss, or damage to the property of Licensor and to abate dust upon the property as required or encouraged by governmental authority having jurisdiction of the property.
- 2.1.7. To keep the Property neat and orderly.
- 2.1.8. Not to allow noxious weeds to go to seed on the Property, and to destroy them, and to keep trimmed the weeds and grasses on the roads adjoining the Property.
- 2.1.9. Not to perform any work on water courses or ditches, or undertake any other operation that will damage the Property.
- 2.1.10. Not to disturb or plow land without the consent of Licensor.
- 2.1.11. Not to store or place any vehicles or equipment on the Property for more than 24 hours, nor to house automobiles or motor trucks.
- 2.1.12. To dispose of or use any hazardous materials in accordance with Section 24 of this License.
- 2.1.13. Not to over-graze the Property, creating areas in which vegetation is completely removed and bare soil is exposed.
- 2.1.14. Not to confine livestock in a manner defined by the Environmental Protection Agency as an Animal Feeding Operation (AFO) or Confined Animal Feeding Operation (CAFO).
- 2.2. Prohibited Uses. Without the prior written consent of Licensor, Licensee shall use the Property for the Permitted Use and not use the Property or allow others to use the Property for any other use. Prohibited activities and conditions include, but are not limited to, the following:
  - 2.2.1. creating any public or private nuisance;
  - 2.2.2. any business, trade or activity that is not grazing cattle or horses;
  - 2.2.3. any action that defaces, damages, or harms the Property;
  - 2.2.4. the construction, installation, maintenance, or use of any improvements,

alterations, buildings, structures, or underground storage tank and/or any above-ground, leak-proof containers;

2.2.5. planting, growing, cultivating, harvesting or selling any crop; and

2.2.6. performing any conduct or creating any condition which, in Licensor's sole opinion, is illegal, obscene, or morally offensive but not otherwise expressly mentioned above.

3. Term. The term of this License ("**Term**") shall be for the period set forth in the Base License Terms in Section 1. The Term may be renewed upon mutual agreement of the parties. In the event Licensee shall hold over after the expiration or termination of this License, the holding over shall not be deemed to operate as a renewal or extension of this License, but shall only create a tenancy from month-to-month which may be terminated upon 15 days' prior written notice given by Licensor to Licensee.

4. Termination.

4.1. Early Termination. Notwithstanding the foregoing, either party may provide the other with 30 days' prior written notice of termination of this License during the Term, including any renewal terms, for any reason whatsoever without penalty, in the terminating party's sole and absolute discretion. Upon termination of this License, Licensee shall vacate and cease to use the License Area and shall take commercially reasonable actions to ensure Licensee Agents immediately vacate and cease using the License Area. No Termination of this License, other than as provided at the end of the Term shall be effective without the provision of the notice aforesaid. In addition, Licensee is obligated to advance written notice of any cessation of the use of the License Area during the Term of this License.

4.2. Insolvency. This License will automatically terminate upon the occurrence of any of the following: (1) Licensee commences a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws; (2) anyone commences an involuntary case against Licensee under title 11 of the United States Code or the corresponding provisions of any successor laws and either (A) the case is not dismissed by midnight at the end of the 60th day after commencement or (B) the court before which the case is pending issues an order for relief or similar order approving the case; (3) a court of competent jurisdiction appoints, or Licensee makes an assignment of all or substantially all of its assets to, a custodian (as that term is defined in title 11 of the United States Code or the corresponding provisions of any successor laws) for Licensee or all or substantially all of its assets; or (4) Licensee fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.

4.3. Upon termination of this License, Licensee shall vacate and cease to use the Property and shall take commercially reasonable actions to ensure all of Licensee's property is removed from the Property.

5. Fees. Licensee shall pay fees as set forth in the Base License Terms in Section 1.

6. Condition of the Property. Licensee has inspected the Property and has found the Property to be satisfactory for all its Permitted Use, and Licensee accepts the Property in its "as is" condition, subject to all legal requirements, without warranties, either express or implied,

with all faults, including but not limited to both latent and patent defects, if any. Licensee waives all warranties, express or implied, regarding the condition and use of the Property, including but not limited to any warranty of merchantability or fitness for a particular purpose.

7. Damage or Destruction. In the event of damage or destruction of any part the Property, Licensee shall promptly and diligently repair, restore, and remedy all damage to or destruction of the Property. After completion of the repair, restoration, or replacement, the Property shall be at least equal in fair market value, quality, and use to the condition before the damage or destruction occurred, except as expressly provided to the contrary in this License. This License shall not be construed to require Licensors, under any circumstances, to furnish any services or facilities or to make any improvements, repairs, or alterations of any kind in or on the Property. Licensors' election to perform any obligation of Licensee under this provision on Licensee's failure or refusal to do so shall not constitute a waiver of any right or remedy for Licensee's default, and Licensee shall promptly reimburse, defend, and indemnify Licensors against all liability, loss, cost, and expense arising from it. Nothing in this section defining the duty of maintenance and repair shall be construed as limiting any right given elsewhere in this License. No deprivation, impairment, or limitation on use resulting from any event or work contemplated by this Section shall entitle Licensee to any offset, abatement, or reduction in fees nor to any termination or extension of the Term.

8. Taxes and Assessments. During the Term, Licensee shall be responsible to pay and discharge all existing and future ad valorem taxes and assessments which are or may become a lien upon, or which may be levied by the State, County, or any other tax-levying body, upon the Property. Notwithstanding, any taxes or assessments that are levied in a lump sum amount, but which may be paid in installments over time, shall be required to be paid only as said installments fall due, and shall be required to pay any such installment that falls due after the termination of this License that relates to that time during the Term. Licensee may, in its own name, contest in good faith by any appropriate proceedings, the amount, applicability, enforcement or validity of any tax, assessment, or fine pertaining to the Property or its assessed value; provided that such contest will not subject any part of the Property to forfeiture or loss, except that, if at any time payment of the whole or any part of such tax, assessment, or file shall become necessary in order to prevent any such forfeiture or loss, Licensee shall pay the same or cause the same to be paid in time to prevent such forfeiture or loss.

9. Encumbrance of Title. Nothing herein contained shall authorize Licensee to do any act or make any contract so as to encumber or affect in any manner the title or rights of Licensors in the Property, it being understood that all repairs and alterations permitted to be made by Licensee upon or in the Property shall be paid for by Licensee in cash or its equivalent, and it is especially agreed, notice hereby given to that effect, that no contract, transfer, assignment, mortgage, judgment, mechanic's or other lien arising out of the transactions of Licensee shall in any manner affect the title of the Licensors in said Property or take precedence to any of the rights or interest of Licensors herein.

10. Compliance with Laws. Licensee shall not use the Property or permit anything to be done in or about the Property which will conflict with any law, statute, ordinance, or governmental rule or regulation now in force (or which may hereafter be enacted or promulgated to the extent applicable to and binding upon the Property or Licensee), nor shall Licensee cause, maintain or permit any nuisance on or about the Property. Licensee shall not commit or suffer to be committed any waste on or about the Property.



11. Insurance. At its own cost and expense, Licensee shall maintain the following mandatory insurance coverage to protect against claims for injuries to persons or property damage that may arise from or relate to Licensee's use of the Property or from this Agreement, including by Licensee's agents, representatives, employees, or Subcontractors for the entire duration of this Agreement or for such longer period of time as set forth below. Prior to taking possession of the Property, Licensee shall furnish a certificate of insurance as evidence of the requisite coverage. The certificate of insurance must include endorsements for additional insured, waiver of subrogation, and primary and non-contributory status.

11.1. Commercial General Liability Insurance. Licensee shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including Licensor's own policies of insurance, for all claims against Licensor. The policy must be written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal injury and property damage.

11.2. Automobile Liability Coverage. Licensee shall maintain automobile liability insurance with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

11.3. Employer's Liability. Licensee shall maintain employer's liability insurance with limits no less than \$1,000,000.

11.4. Umbrella/Excess Coverage. Licensee shall maintain umbrella or excess insurance with limits no less than \$1,000,000. The terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.

11.5. Insured Parties. Each policy and all renewals or replacements, except those policies for Employer's Liability, must name "Park City Municipal Corporation" and "Park City Municipal Corporation" (and their officers, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of Licensee's use of the Property.

11.6. Waiver of Subrogation. Licensee waives all rights against Licensor and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Agreement. Licensee shall cause each policy to be endorsed with a waiver of subrogation in favor of Licensor for all work performed by Licensee, its employees, agents, and Subcontractors.

11.7. Quality of Insurance Companies. All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent.

11.8. Cancellation. Should any of Licensee's required insurance policies under this Agreement

be cancelled before the termination or completion of this Agreement, Licensee must deliver notice to Licensor within 30 days of cancellation. Licensor may request and Licensee must provide within 10 days certified copies of any required policies during the term of this Agreement.

- 11.9. No representation. In specifying minimum Licensee's insurance requirements, Licensor does not represent that such insurance is adequate to protect Licensee from loss, damage or liability arising from its work. Licensee is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.
12. Indemnification.
- 12.1. Definitions. In this License, the following definitions apply:
  - 12.1.1. **"Indemnifiable Losses"** means the aggregate of Losses and Litigation Expenses.
  - 12.1.2. **"Litigation Expense"** means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.
  - 12.1.3. **"Loss"** means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.
  - 12.1.4. **"Proceeding"** means any investigation, claim, judicial, administrative, or arbitration action or lawsuit, or other cause of action of every kind or character, brought by third parties against Licensor, its agents, employees, or officers, that arises out of this License or the performance of any of the obligations contained in this License by Licensee or anyone acting under Licensee's direction or control, including after the expiration or termination of this License.
- 12.2. Indemnification. Licensee shall indemnify Licensor and its agents, employees, and officers against all Indemnifiable Losses arising out of a Proceeding, except to the extent the Indemnifiable Losses were caused by the negligence or willful misconduct of Licensor.
- 12.3. Obligation to Defend. Licensee shall, at its sole cost and expense, defend Licensor and its agents, employees, and officers from and against all Proceedings, provided that Licensee is not required to defend Licensor from any Proceeding arising from the sole negligence of Licensor or its agents, employees, or officers.
- 12.4. Tender. Licensee's obligation to defend will arise upon Licensor's tender of defense to Licensee in writing. If Licensor fails to timely notify Licensee of a Proceeding, Licensee will be relieved of its indemnification obligations to the extent that Licensee was prejudiced by that failure. Upon receipt of Licensor's tender of defense, if Licensee does not promptly notify Licensor of its acceptance of the defense and thereafter duly and diligently defend Licensor and its agents, employees, and officers, then Licensee shall pay and be liable for the reasonable costs, expenses, and attorneys' fees incurred in defending the Proceeding and enforcing this provision.
- 12.5. Legal Counsel. To assume the defense, Licensee must notify Licensor of their intent to do so. Promptly thereafter, Licensee shall retain independent legal counsel that is reasonably acceptable to Licensor.

- 12.6. Settlement. After Licensee assumes the defense of a Proceeding, Licensee may contest, pay, or settle the Proceeding without the consent of Licensors only if that settlement (1) does not entail any admission on the part of Licensors that it violated any law or infringed the rights of any person, (2) provides as the claimant's sole relief monetary damages that are paid in full by Licensee, and (3) requires that the claimant release Licensors and its agents, employees, and officers from all liability alleged in the Proceeding.
- 12.7. Waiver. Licensee expressly agrees that the indemnification provision herein constitutes Licensee's waiver of immunity under Utah Code § 34A-2-105 for the purposes of this License. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this License. No liability shall attach to Licensors by reason of entering into this License except as expressly provided herein.
- 12.8. No Limitation. The indemnification obligations of this License shall not be reduced by a limitation on the amount or type of damages, compensation, or benefits payable by or for Licensee or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- 12.9. Interpretation. The parties intend that the indemnity and defense provisions in this Article shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted to violate public policy.
- 12.10. Environmental Indemnity. Licensee shall indemnify Licensors, its agents, employees, and officers for any Indemnifiable Losses from a Proceeding arising out of Licensee's violation of the Hazardous Materials prohibition in Section 20 of this License or of Licensee's violation of federal, state, or local environmental laws or regulations, and shall include but not be limited to all cleanup and remedial costs, diminution in value of property, and any fines or fees imposed as a result.
13. Surrender. Licensee shall, upon the expiration of the Term or earlier termination of this License, peacefully surrender the Property to Licensors in substantially the same condition as it was received by Licensee, ordinary wear and tear for livestock operations excepted, and deliver to Licensors all keys associated with the Property. Licensee acknowledges the fixed nature of the Term and agrees that any Personal Property remaining on the Property after the expiration of the term or the earlier termination of the License shall, at the election of Licensors, become the property of Licensors and shall be deemed abandoned in accordance with the laws of the State of Utah. Licensee hereby waives any and all right to compensation for any work performed by Licensee, including any rights arising under any laws and the doctrine of emblements. Licensors shall have the right to remove, store, sell and dispose of personal property and retain any proceeds derived pursuant to any and all applicable laws.
14. Assigning and Subletting. Licensee shall not voluntarily or involuntarily assign, transfer, mortgage, pledge, or encumber this lease or any interest therein, and shall not sublet the Property or any part thereof, except as otherwise provided herein. Licensee may only sell, assign, or transfer its interest in this lease with the prior written consent of Licensors, which may be withheld, conditioned, or granted in Licensors's sole and absolute discretion.
15. Default.
- 15.1. Upon the occurrence of any of the following events, each an "Event of Default," Licensors shall have the remedies set forth in below:

- 15.1.1. Licensee fails to perform any material term, condition, or covenant to be performed by it pursuant to this lease within 30 days after written notice of such default by Licenser or if cure would reasonably require more than 30 days to complete if Licensee fails to commence performance within the 30 day period or fails to diligently pursue such cure to completion. As used herein, “material” includes any other change in the Property or improvements that deviate from the Permitted Use.
  - 15.1.2. Licensee shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee and such proceeding is not dismissed within 120 days after filing; or Licensee petitions for or enters into an arrangement; or suffers this lease to be taken under a writ of execution.
  - 15.1.3. If an abandonment of the Property by Licensee has occurred, as defined in section 78B-6-815 of the Utah Code (or similar replacement provision).
  - 15.1.4. If Licensee uses or attempts to use the Property for any purpose other than the Permitted Use, or License fails to operate the Property as required in this lease, and Licensee does not terminate such unauthorized use and reinstate the Permitted Use within 60 days after written notice from Licenser.
- 15.2. Remedies Upon Licensee’s Default. Upon the occurrence of an Event of Default by Licensee, Licenser shall have all remedies afforded it at law or equity, which shall include the right to restrain by injunction any violation and by decree to compel specific performance of any terms, covenants, or conditions of this lease, it being agreed that the remedy at law for any breach of any term, covenant, or condition of this lease is not adequate. Additional available remedies including without limitation the following:
  - 15.2.1. The right to terminate this lease by giving Licensee 30-days written notice of Licenser’s election to do so, in which event the lease will terminate and all right, title, and interest of License hereunder will expire on the date stated in such notice, and any interest, title, or right of Licensee in any improvement constructed on, over, under, around, or across the Property, but no obligations such as liens, mortgages, or other financial pledges, shall automatically transfer from Licensee to Licenser; or the right, without terminating the Lease, to enter and re-take possession of the Property, re-let the Property (including any improvements thereon) on Licensee’s account and hold Licensee liable for the balance of the Term, remove Licensee’s property from the Property and store them at Licensee’s expense, or the right to bring an action against Licensee for the amounts owed. Licenser may sue for the amounts owed without terminating the Lease. Any notice from Licenser hereunder or under an unlawful detainer statute shall not constitute an election by Licenser to terminate this lease unless the notice specifically so states.
  - 15.2.2. The right to revise the annual fee amount to the fair market amount for the Property as determined by Licenser in its sole discretion.
  - 15.2.3. The financial obligations of Licensee under this Section shall survive termination



of Licensee's possession until fully paid. Licenser shall have the right, but not the obligation, to cure any Event of Default by Licensee in the event Licensee has not cured such default during the notice period. In the event Licenser expends funds in such cure, Licensee shall pay such amounts immediately upon request from Licenser. Unless Licenser expressly terminates this Lease, no action taken by Licenser shall be deemed a termination. In addition to amounts due under this Lease, Licensee shall be liable for Licenser's reasonable attorney fees and costs incurred in the enforcement of this lease and collection of amounts owed, which amounts shall also be paid by Licensee immediately upon request from Licenser.

15.2.4. The various rights and remedies in this agreement will not be considered as exclusive of any other right or remedy but will be construed as cumulative and will be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. Licensee and the successors and assigns of License, shall be jointly and severally liable for any default under this Lease; provided, any action with regard to such default may be instituted against all or any one of them. All decisions and determinations made by Licenser will be made in Licenser's reasonable discretion, subject to the terms of this Lease.

## 16. Hazardous Materials.

16.1. Licensee Covenant. Licensee shall not permit, place, emit, hold, locate, store, dispose of, leach, leak, or discharge hazardous material on, from, under, or at the Property. The term "hazardous materials" means any and all substances, products, by-products, waste, or other materials of any nature or kind whatsoever which are or become listed or regulated under any environmental laws; give rise to liability under any environmental laws or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under applicable reported decisions of state or federal court; or which may be hazardous or harmful to the air, water, soil or environment or affect residential occupancy and use, commercial use, industrial hygiene, occupational health or safety, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste and per- and polyfluoroalkyl substances. The term "environmental laws" means all federal, state, district, and local laws currently in effect or which may come into effect during the term of this License, as may be amended from time to time, implementing regulations, orders, and applicable federal or state court decisions interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to construction, residential occupancy and use, commercial use, industrial hygiene, occupational health and safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all hazardous materials, including without limitation, all applicable federal or state environmental clean-up statutes. The term "environmental conditions" means any contamination arising out of, relating to, or resulting from emissions, discharges, disseminations, disposals, storage, generation, releases, or threatened releases of hazardous materials into the air (indoor and outdoor), surface water, ground water, soil, land surface or subsurface, buildings, facilities, real or personal property, or fixtures. Licenser may at any reasonable time during the Term inspect the Property for the existence of hazardous material on the Property.

16.2. Use of Permitted Materials. Notwithstanding Section 20.1, Licensee may use those herbicides, pesticides, fertilizers or other foreign chemicals or substances that are approved by the United States Department of Agriculture and by the Department of Agriculture of the State in the minimal quantities required by Licensee's operations ("**Permitted Materials**"). Any and all such materials and substances used under this Section 20.2 shall be applied in strict compliance with instructions contained on the label or furnished by the manufacturer. No experimental poisons or herbicides or sewage sludge or other byproduct of sewage shall be applied to the Property. No soil-applied sterilant or semi-sterilant shall be applied to any portion of the Property without the prior written consent of Licensor. Licensee shall not apply any organic material on the Property without the prior written consent of Licensor, which consent must be obtained prior to each application of organic material and which consent may be withheld in the sole discretion of Licensor. Licensee shall keep appropriate records regarding the application of the Permitted Materials and any other materials or substances used on the Property under this Section 20.2 and provide copies of such records to Licensor upon Licensor's request.

17. Reserved Rights.

17.1. General Reservation. Licensor reserve the right to use any and all roads, highways, ditches, canals, railways, pipelines, utility facilities, irrigation facilities, water retention basins and storm/sewer facilities that may be located on the Property. Licensor also reserve and retains all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy on, in or under the Property land (collectively "Mineral Rights"), and the Parties acknowledge and agree that the Mineral Rights are not included as part of the Property. Licensee acknowledges and agrees that this License is subject to the reservation of the Mineral Rights, and the Licensor and/or other owners or lessees of the Mineral Rights have the right to enter upon the Property Land to prospect for, drill for, produce, mine, extract, remove, inject and store such oil, gas and other minerals in, on, from and through the Property.

17.2. Licensor's Right to Enter. Licensor reserves the right to use any and all of the Property as necessary, in Licensor's sole discretion. This includes the right to enter, and allow others to enter, the Property to use or inspect it (including to confirm that Licensee has performed its obligations to Licensor's satisfaction), to submit the Property to prospective purchasers or lessees, and to alter, improve, or repair the Property for any use and in any way. Licensor also reserves the right to require Licensee to corral livestock as necessary, in Licensor's sole discretion, to allow onsite work on the Property.

17.3. LICENSOR'S RESERVED RIGHTS MAY INTERFERE WITH THE LICENSEE'S USE OF THE PROPERTY.

18. Entire Agreement; Modifications; Waiver. This License constitutes the entire understanding between the parties regarding the subject matter of this License. To be effective, any modification to this License or to the Scope of Services must be in writing and signed by both parties. No waiver under this License will be effective unless it is in writing and signed by the party granting the waiver (in the case of PCMC, by an individual authorized by PCMC to sign the waiver). A waiver granted on one occasion will not operate as a waiver on other

occasions.

19. Severability. The parties acknowledge that if a dispute between the parties arises out of this License or the subject matter of this License, it would be consistent with the wishes of the parties for a court to interpret this License as follows: (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (2) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the License will remain in effect as written; (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this License, by holding the entire License unenforceable.

20. No Non-Party Rights. Nothing in this License is intended to grant rights of any kind to any non-party or create third-party beneficiary rights of any kind.

21. Governing Law, Jurisdiction, Venue. Utah law governs all adversarial proceedings arising out of this License or the subject matter of this License. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this License or the subject matter of this License, a party may bring such a proceeding in courts of competent jurisdiction in Summit County, Utah.

22. Notices. For a notice or other communication to a party under this License to be valid, it must be addressed using the information specified in Section 1 of this License for that party or any other information specified by that party in a notice delivered in accordance with this section. A notice or other communication under this License will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows: (1) upon receipt as stated in the tracking system of a delivery organization that allows users to track deliveries; (2) when the intended recipient signs for the delivery; (3) when delivered by email to the intended recipient with a read receipt, an acknowledgement of receipt, or an automatic reply. If the intended recipient rejects or otherwise refuses to accept delivery, or if it cannot be delivered because of a change of address for which no notice was given, then delivery is effective upon that rejection, refusal, or inability to deliver.

Each party is signing this License on the date stated opposite that party's signature.

**Licensor:**  
**PARK CITY MUNICIPAL CORPORATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

Attest:

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

Approved as to form:

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

**Licensee:**  
**MICHAEL F. PACE**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael F. Pace

Exhibit A – License Map

