

**ORDINANCE NO. 2025-05**

**AN ORDINANCE APPROVING AMENDMENTS TO THE FLAGSTAFF MOUNTAIN DEVELOPMENT AGREEMENT, PARK CITY, UTAH.**

WHEREAS, on June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City;

WHEREAS, the Development Agreement was entered into by United Park City Mines, Deer Valley Resort Company, and Park City Municipal Corporation;

WHEREAS, Redus is successor-in-title to property previously owned by United Park City Mines;

WHEREAS, on February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement;

WHEREAS, the Applicant seeks to further amend the Development Agreement to construct seven residential units on two sites within development pods zoned Residential Development – Master Planned Development;

WHEREAS, for the requested increase in density, the Applicant proposes the transfer of approximately 310 acres to the City, including the Empire Pass, Mid-Mountain, and Daly trailheads, and the transfer of water interests and rights that Redus owns or could acquire;

WHEREAS, on January 16, 2025, the City Council authorized the Mayor to enter into a non-binding Letter of Intent authorizing Redus to commence necessary applications for a Development Agreement amendment;

WHEREAS, on March 26, 2025, the Planning Commission forwarded a positive recommendation to the City Council for consideration to approve an amendment to the Flagstaff Mountain Development Agreement for the potential development of seven residential units, subject to conditions of approval;

WHEREAS, on April 24, 2025, the City Council conducted a duly noticed public hearing and considered the amendments to the Development Agreement;

WHEREAS, the City Council finds the amendments to the Development Agreement are consistent with the Park City General Plan and Land Management Code;

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as Findings of Fact. The Amended Flagstaff Mountain Development Agreement is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. On June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City.
2. The Development Agreement was entered into by United Park City Mines, Deer Valley Resort Company, and Park City Municipal Corporation.
3. Redus is a successor-in-title to property previously owned by United Park City Mines.
4. On February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement.
5. The Applicant seeks to further amend the Development Agreement to construct seven residential units on two sites within development pods zoned Residential Development – Master Planned Development.
6. For the requested increase in density, the Applicant proposes the transfer of approximately 310 acres to the City, including the Empire Pass, Mid-Mountain, and Daly trailheads, and the transfer of water interests and rights that Redus owns or could acquire.
7. The City's acquisition of parcels from Redus represents an opportunity to gain control of about 310 acres of prime recreation land.
8. Ownership allows Park City to control access to key trail connections and to better integrate the areas within the existing biking and hiking trail network.
9. On January 16, 2025, the City Council authorized the Mayor to enter into a non-binding Letter of Intent authorizing Redus to commence necessary applications for a Development Agreement amendment.
10. On March 26, 2025, the Planning Commission forwarded a positive recommendation to the City Council for consideration to approve an amendment to the Flagstaff Mountain Development Agreement for the potential development of seven residential units, subject to conditions of approval.
11. On April 24, 2025, the City Council conducted a duly noticed public hearing and considered the amendments to the Development Agreement.
12. The City Council finds the amendments to the Development Agreement are consistent with the Park City General Plan and Land Management Code.
13. Seeking and securing the proposed land use approvals is the sole responsibility of Redus and is a condition of Park City closing on the property acquisition. Nothing in this approval impacts the Planning Commission's review of any future application in accordance with applicable Land Management Code standards.

### Conclusions of Law

1. The amendments to the Flagstaff Mountain Development Agreement, as conditioned, are consistent with the Park City General Plan and the Land Management Code.
2. Approval of the amendments to the Flagstaff Mountain Development Agreement, as conditioned, does not adversely affect the health, safety, and welfare of the citizens of Park City.

### Conditions of Approval

1. Pursuant to the amended Development Agreement, Redus or its successors-in-title must pay an in-lieu affordable housing fee in an amount required by Resolution No. 05-2021 *Affordable Housing Guidelines*.
2. The Applicant agrees to an open space maintenance transfer fee and additional historic preservation funds through an amendment to the March 16, 2020 Historic Preservation Memorandum of Understanding where Empire Pass Master Owners Association (EPMOA) and Redus would allow EPMOA to retain funds to spend on City-approved historic preservation projects.
3. The Applicant transfers ownership or an access easement for historic mining structures, including the Judge Tunnel/Alliance Mine Complex (Judge Mining and Smelting Office, Caretaker's Cabin, Change Room/Timber Saw, Power House).
4. The Flagstaff Mountain Development Agreement shall be substantially the same as Attachment 1, in a form approved by the City Attorney, and fully executed and recorded with the Summit County Recorder's Office.
5. The Applicant shall receive required land use approvals, including subdivisions for residential Lots and a Conditional Use Permit for the proposed multi-unit dwellings, prior to application for or receipt of any building permit.

**SECTION 2. EFFECTIVE DATE.** This Ordinance shall be effective upon publication, and the execution of the Amended Flagstaff Mountain Development Agreement shall be effective upon recordation of the Development Agreement with Summit County.

PASSED AND ADOPTED this 24<sup>th</sup> day of April 2025.

PARK CITY MUNICIPAL CORPORATION



Nann Worel, MAYOR

ATTEST:

Michelle Kellogg  
Michelle Kellogg, City Recorder



APPROVED AS TO FORM:

W. D. H.  
City Attorney's Office

Attachment 1: Amended Flagstaff Mountain Development Agreement

When recorded please return to:  
Park City Municipal Corporation  
Attn: Michelle Kellogg  
445 Marsac Avenue  
Park City, UT 84060

## **FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT**

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT (this “**Amendment**”) is made and entered into as of February 3, 2026 (the “**Effective Date**”) by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation and body politic (“**City**”), and **EMPIRE PASS MASTER OWNERS ASSOCIATION, INC.**, a Utah nonprofit corporation (“**Association**” or “**EPMOA**”), each a “**Party**” and collectively referred to herein as the “**Parties**.”

### **RECITALS**

A. The Parties executed that certain Memorandum of Agreement dated effective as of March 16, 2020 (the “**2020 MOA**”). Capitalized terms used in this Amendment and not defined in this Amendment shall have the meanings given to such terms in the 2020 MOA.

B. The 2020 MOA references that certain Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn’s Junction Parcel, and Iron Mountain recorded on March 2, 2007 as Entry No. 806100 in the records of the Summit County Recorder, as amended from time to time (the “**2007 Development Agreement**”).

C. As of the Effective Date, the 2007 Development Agreement has been amended by that certain First Amendment to the Amended and Restated Development Agreement recorded on \_\_\_\_\_, 2026, as Entry No. \_\_\_\_\_ in the records of the Summit County Recorder (the “**DA Amendment**”).

D. The 2007 Development Agreement, as amended by the DA Amendment is collectively referred to herein as the “**Development Agreement**”.

E. The Development Agreement applies to certain real property, including without limitation, the real property known and referred to as the “**R-5**” and “**Water Tank Parcel**” projects, each as more particularly described in the DA Amendment.

F. In accordance with the terms of the DA Amendment, the Parties now desire to amend the 2020 MOA to provide for additional contributions to EPMOA’s segregated Historic Preservation Fund (the “**Fund**”) on the terms set forth below.

### **AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation/Interpretation. The terms and exhibits of the 2020 MOA are hereby incorporated into this Amendment, except as revised below. In the event of a conflict between the terms of this Amendment and the terms of the 2020 MOA, the terms of this Amendment shall control. The execution, delivery, and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power, or remedy of any Party hereto under the 2020 MOA nor constitute a waiver of any provision of the 2020 MOA.

2. Additional Contributions to Historic Preservation Fund.

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a) Upon the first retail sale of a condominium unit in the R-5 condominium project, EPMOA shall contribute Seventy-Five Thousand Dollars (\$75,000) to the Maintenance Fund, and EPMOA shall cause Redus Park City LLC, a Delaware limited liability company (“**Redus**”), or Redus’s successor-in-title to the R-5 condominium project, to contribute Twenty-Five Thousand Dollars (\$25,000) to the Maintenance Fund. Upon the first retail sale of a lot in the Water Tank Parcel subdivision project, EPMOA shall contribute Seventy-Five Thousand Dollars (\$75,000) to the Maintenance Fund, and EPMOA shall cause Redus, or Redus’s successor-in-title to the Water Tank Parcel subdivision project, to contribute Twenty-Five Thousand Dollars (\$25,000) to the Maintenance Fund. The contributions referred to in this Amendment are in addition to the annual contribution requirements set forth in the 2020 MOA, which remain unchanged by this Amendment.

b) In consideration of and in addition to the EPMOA and Redus additional contributions pursuant to 2(a) of this Amendment, City agrees to make matching contributions to the Maintenance Fund by foregoing the first One Hundred Thousand Dollars (\$100,000.00) of the OSTM Fee income owed to the City from the retail sale of units in the R-5 project and the first One Hundred Thousand Dollars (\$100,000.00) of OSTM Fee income owed to the City from the retail sale of lots in the Water Tank Parcel project. The OSTM Fee income foregone by City under this Amendment is in addition to the OSTM Fee income foregone by City under the terms of the 2020 MOA, which remains unchanged by this Amendment. City in its sole discretion may forego the above cumulative Two Hundred Thousand Dollars (\$200,000) from the general annual disbursement of the OSTM Fee to the City.

3. Exhibit A/Additional Site. Exhibit A of the 2020 MOA is amended to include the following additional historic preservation Sites:

*Alliance Mine.* Caretaker’s Cabin, Change Room/Timber Saw, and Power House structures within the Alliance Mine building complex.

*Other Mine Resources.* Mine structures and resources not specified in the 2020 MOA and this Amendment within the Flagstaff Annexation Boundary and Empire Pass area may qualify – upon approval of the City’s Historic Preservation Board – for historic preservation.

4. Integration. This Amendment contains the entire understanding and agreement between the Parties with respect to the subject matter hereof, and all prior negotiations, agreements and understandings, oral or written, are merged herein.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. Electronic and scanned signature pages will be acceptable and shall be conclusive evidence of execution.

*[Signatures follow]*

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ENTERED into as of the Effective Date.

CITY:

**PARK CITY MUNICIPAL  
CORPORATION,**  
a Utah municipal corporation and body politic

By: Ryan Dickey  
Ryan Dickey, Mayor

Attest:

Michelle Kellogg  
City Recorder



Approved as to Form:

M D hjg  
City Attorney's Office

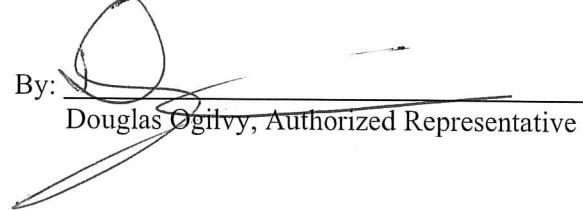
*[Signatures Continue on Following Page]*

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**ASSOCIATION:**

**EMPIRE PASS MASTER OWNERS  
ASSOCIATION, INC.,**  
a Utah nonprofit corporation

By:

  
Douglas Ogilvy, Authorized Representative