PARK CITY
1884

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 18, 1997

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, December 18, 1997.

AGENDA

Closed Session - Work Session Room - Main Level

2:30 p.m. Property acquisition

Work Session - City Council Chambers - Lower Level

3:00 p.m. Council questions and comments
3:30 p.m. Audit report
3:45 p.m. Arts Council grant recommendations
4:00 p.m. Transit alternatives
5:30 p.m. Review of regular meeting

Regular Meeting - City Council Chambers - Lower Level

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF MEETING OF DECEMBER 4, 1997

V PUBLIC HEARING

1. Amendments to Chapter 9 of the Land Management Code regarding lighting standards **(motion to continue to a date uncertain)**

2. Ordinance approving a plat amendment to the Snyder's Addition to the Park City Survey to combine Lots 14 - 19, 26 - 31 and the south half of Lots 20 and 25, Block 57, located at 1266 and 1274 Park Avenue, Park City, Utah

3. Ordinance approving a plat amendment to the Park City Survey Lots 1, 2, 3, 4, 5, 6, 39, 40 and the easterly sixty feet of Lots 43 and 44, Block 18, Snyders Addition, located at 1212 Empire Avenue, Park City, Utah

4. Ordinance approving the third amendment to the Trails's End at Deer Valley Record of Survey, located at 2100 Deer Valley Drive South, Park City, Utah

5. Ordinance approving an amendment to Lot 6, 7, and 8, Block 8, Park City Survey known as 625 Main Street

VI CONSENT AGENDA

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3. Ordinance approving the third amendment to the Trails's End at Deer Valley Record of Survey, located at 2100 Deer Valley Drive South, Park City, Utah

4. Ordinance approving an amendment to Lot 6, 7, and 8, Block 8, Park City Survey known as 625 Main Street

5. Authorization for staff to proceed with a civil complaint at 255 Main Street

6. Resolution replacing Resolution 27-97, Fee Resolution, in its entirety and amending Section 7, Parking, Violations, Towing, and Impound Fees

7. Resolution approving and authorizing the execution of an interlocal cooperation agreement for Mountainland Association of Governments

VII OLD BUSINESS

Resolution requiring conditional use review for limited vehicular access on Sullivan Road, the access drive for City Park

VIII NEW BUSINESS

Water service and land acquisition agreement

IX ADJOURNMENT

Posted: 12/15/97

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PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
DECEMBER 18, 1997

Present: Mayor Brad Olch; Council members Hugh Daniels, Roger Harlan; Shauna Kerr; and Paul Sincock

Toby Ross, City Manager; Pace Erickson, Parks and Golf Course Superintendent; Jerry Gibbs, Public Works Director; Tom Bakaly, Finance Manager; Hope Bleecker, Transportation Director; Jodi Hoffman, City Attorney

Charlie Sturgis, White Pine Touring; Art Roscoe, Parks and Recreation Board; Tom Rich and Abe Young, Deloitte & Touche; Terry Rookard and Tom Crikelair, Frederic Harris Team; Rita Lindell, resident; Attorney Gordon Strachan; Ruth Gezelius, TMI Board member

Absent: Chuck Klingenstein

1. **Council questions and comments.** There was discussion about a paid parking mailing to box holders. Paul Sincock discussed a number of conferences, specifically the Rocky Mountain and National League of Cities conferences, suggesting that Council split attending events. Hugh Daniels thanked the Christmas Party Committee. He reported that the Ten O'Clock Whistle is not working again. He suggested that there be a better device at Crescent to close the street, and noted that the street light at the Sixth Street stairs between Woodside and Park Avenue is malfunctioning. He disclosed that he received calls from the lodging community concerned about confusion with paid parking being implemented on January 2, catching people at mid-stay and when there is 95% occupancy in town. The City Manager indicated that implementation could wait until Monday, rather than beginning on the weekend, but Council would need to provide direction to staff. Mr. Daniels added that he personally doesn't have a problem with January 2, but clarified the concern is how strict the enforcement is going to be. The Mayor felt that the enforcement will be liberal on the onset, and believed it was the intention to have a "soft" opening.

The Mayor reported that he had a meeting with Charlie Sturgis of White Pine Touring yesterday regarding setting the track on the golf course. The lease requires at least 12" of snow before a track can be set. The Mayor understood that White Pine would like to set a track as there are visitors coming to town expecting White Pine to be open. Charlie Sturgis felt it would be helpful to reopen the issue of where the 12" came from, and distributed information to Council from other cross-county ski centers on golf courses. Pace Erickson explain that he conducted a study about 12 years ago about the effects of cross-country skiing on the golf course. Dr. Frank Williams performed some tests, measuring soil temperature, moisture content, and the depths as the track was being set. Those tests were also being conducted at Wasatch State Park and more recently at the Homestead.

Dr. Williams found that the deeper the depth of snow, obviously the least amount of damage; he suggested that the critical point was 20" and once below that point, there would be damage. Pace Erickson stressed that in his opinion, there is not enough snow to set track on the golf course.

Roger Harlan pointed out that the material Charlie Sturgis distributed suggests that the minimum snow depths for track-setting is only valid to protect the underlying ground from machinery damage. Mr. Erickson explained that that is part of it, but there is also a factor of the compaction of snow. He added that the test wasn't terribly scientific, and he and Mr. Sturgis have agreed to conduct more experiments and to explore ways to minimize damage with mats and straw when there is less snow. Ms. Kerr referred to pictures of the golf course from May and July where the reseeding wasn't very successful and last year's damage was the worst she has witnessed. Based on last year's experience it would be imprudent to allow the course to be set short of the 12"; last year, there was a deviation, and the course reflected that action. Pace Erickson added that there are other factors like temperature which are important. The study was performed to obtain a base line, and the situation could be more thoroughly examined. Art Roscoe, Parks and Recreation Board liaison to the cross-country ski community, felt that the damage last year occurred because of freezing and thawing which caused compaction even though there was a lot of snow. The failure to set a track results in uncontrolled use of the golf course and people setting their own tracks, which may or may not cause damage; skiers are more inclined to stay on a snowmobile track.

Mr. Roscoe asked how many golf days were lost because of the damage and Mr. Erickson commented that there were no days lost, but perhaps rounds of golf because of reputation. Mr. Roscoe understood that it is a matter of aesthetics. Ms. Kerr countered that it is a cost of maintenance to the City as it was reseeded three times. She asked why allow damage to occur if it can be prevented. Pace Erickson explained that using the driving range is not as large of a concern as the course.

Paul Sincock pointed out that in the information provided by Charlie Sturgis that almost all courses require at least 8" of snow and there is not that much snow on the course now. Mr. Sturgis discussed factors other than depth of snow that contribute to damage. He acknowledged that he is not getting approval for a 3K track today, but hoped the City would reopen studying this issue as like the golf course, Park City has a ski reputation as a ski town. Mr. Sincock expressed his support of experimenting to see if track could be set at 6" in areas that are protected. The Mayor thanked everyone for their comments.

In response to a question from Roger Harlan, Jerry Gibbs clarified that the City just sent a letter to the delivery companies indicating the new regulations and inviting them to meet with staff, if necessary. Ampco personnel has also been talking with individual drivers. Roger Harlan reported that the Parks and Recreation Board met last night. He complimented the Finance Department on the quality of the audit report.

2. Audit report. Finance Manager Tom Bakaly reported that there are no major issues from the auditors in the management letter. There is a general statement about the year 2000 computer issue and the auditor's comments are very general. Mr. Bakaly stated that he is very comfortable with the new financial software, but there may be other systems that may need to be monitored. He explained that the large difference in the balance of the water fund is that it is an enterprise fund and it is difficult to predict actuals. In the budget, there are separate lines for the capital projects where money is carried forward and that does not show up as ending balance in the budget. The General Fund reflects the state limit of 18%, and Park City is under that. Mr. Bakaly explained that the beginning balance at $3.4 million was estimated accurately, but the ending balance is a different figure because of a more conservative budgeting philosophy set for the year. The enterprise funds show working capital which controls depreciation, applicable to the Recreation Fund. Again, he emphasized that there were no major comments or surprises for the City.

Tom Rich, audit partner to Deloitte and Touche, explained that the financial statements are the responsibility of the City and it is their role to audit that and issue an opinion. The opinion they are rendering is a clean opinion that the financial information presents fairly in all material respects, the financial position of the City. He added that the audit went well and they received good cooperation from the City staff who are committed to doing things right and the audit was completed in a timely manner. Mr. Rich emphasized that the year 2000 issue is far beyond the scope of an audit and they are simply pointing out that older computer systems and software packages may experience technical difficulties in this period. It is estimated that there will be over a trillion dollars of lawsuits and settlements because of non-compliance in the year 2000. He added that law schools are now incorporating a year 2000 litigation class. He suggested that there be a committee, representative of different departments, to examine potential consequences.

Abe Young, audit manager of Deloitte and Touche, stated that he has worked on the City's audit for several years and everything went extremely well this year. Because the City receives funding from the federal government and the state of Utah, federal and state compliance audits are required. In conjunction with those audits, they have no significant findings. Roger Harlan asked how Park City compares to other municipalities who may be clients of Deloitte and Touche. Tom Rich responded that Park City does an outstanding job and there has been some improvements in controls over the years. Mr. Young agreed.

3. Arts Council grant recommendations. Tom Bakaly referred to the Arts Council recommendations for grant awards for the current fiscal year which is in compliance with the grants policy. Shauna Kerr complimented the efforts of the Arts Council in reviewing these applications, and Hugh Daniels agreed. Mr. Bakaly noted that it is not on the regular meeting agenda for action, as there are funds already budgeted. As the Council was running out of work session time, the Mayor thanked the Arts Council for its hard work. See attached staff report.

4. Transit alternatives. Hope Bleecker introduced Terry Rookard of Frederic Harris and Tom Crikelair of Multi-Systems. Mr. Rookard indicated that they have prepared a wide range of transit alternatives and Council needs to provide some direction. He added that they have held summits, public meetings, and meetings with stakeholders. They are working on an environmental assessment for a transit center in Old Town, and are looking for opportunities to develop other transit centers in Park City that would have different functions, more specifically a pedestrian oriented transit center in Old Town and Park City Mountain Resort. They are exploring the notion of park and ride lots at Quinns Junction but it is very expensive and there may be other alternatives. Mr. Rookard explained that the idea is to build a balanced transit system, revolving around the buses. Pedestrian connections, walkways, transit centers and how parking management ties into this is being considered. This is an on-going planning process and there needs to be direction in terms of the buses to program the facilities, work on a financial and capital plan, and ultimately create a balanced transportation plan. There is a wide range of goals, derived from staff and stakeholders, geared toward getting cars off of the road and to maintain a minimum level of transit service. It is desired to keep the service free but there may be a charge for new special services introduced. Mr. Rookard emphasized that he is looking for Council input and general direction. He added that there needs to be a decision on service, whether it is low, moderate or high capacity. Also there needs to be a determination on winter only or year round service, and the area served. Most of the riders are visitors but regional services may be a consideration.

Tom Crikelair, Frederic Harris Team, stated that they have looked a lot of different service components and have used a four step planning process which is coming to an understanding of the existing service which leads to the four scenarios. He believes Park City has a well-designed service moving a lot of people. He displayed a graph showing the number of seats available, the total capacity assuming the buses have room for 70 people, and the actual riders per hour. On a typical week day in December 1996, there was a very good balance of level of service, and in January, ridership picked up. He displayed a graph of a typical week day in March where the buses are full and standing-room only. Mr. Crikelair discussed the projections for increased demand for core visitor service, based on the planned growth in the lodging base in Park City. They are projecting at least a 33% increase in demand for buses in the next five years. There are new routes and services that can be introduced, but there should be some work on the core visitor bus service to add capacity to continue to provide high quality service. In response to a question from Paul Sincock, Mr. Crikelair explained that this does not include municipal bus service options.

He added that they have identified possible traffic obstacles and highlighted the intersection of SR224 and Thaynes Canyon Drive for possible routes, but this location would require a traffic light for buses to turn at that intersection. They have developed service designs and time tables for a number of different service components for local and regional services. Reconfiguring the Silver Lake service has been implemented and there has been a significant increase in ridership; there is now direct access from Silver Lake to Old Town without transferring. They looked at large one-way routes and considered direct two-way routes. They also looked at increasing capacity on the core visitor routes ranging from bringing on additional peak hour buses, adding additional buses, increasing the frequency of service, and acquiring a fleet of double-decker buses. Mr. Crikelair explained that these are not tourist vehicles but are designed for regular transit use. There has been an interest in buses serving local residential neighborhoods, which provides a challenge to a transit planner because of Park City's low population densities. Their solution is a shopper shuttle designed to serve a combination of markets and decisions need to be made with regard to how much to offer neighborhood serve, as the cost increases with the increase in the number of seasons and the hours of day any neighborhood routes. Mr. Crikelair added that one of the features of the neighborhood routes is to provide convenient front door stops at the major supermarkets, apartment complexes, and condominiums. There is enough time in the Thaynes Canyon/Park Meadows route to enable the service to include a dial-a-ride dimension. In response to a question from Shauna Kerr about the time involved in responding to a dial-a-ride, Mr. Crikelair estimated five to seven minutes. He continued that there was public input at the paid parking hearing about using the ski resorts for parking during the evening with shuttle service into Old Town, and this is one of the options for service alternatives.

Heber City was considered for regional service for neighboring communities, as the highest number of people commute from Heber. There are a couple of different levels of service and a strategy for phasing in service. He added that they looked at a possible service design for service between Park City and The Canyons, from Park City to Salt Lake City, and from Park City to Kimball and Quinns Junctions. For each service option, they developed different levels of service. He explained that service capacity is rated from Level 1 to Level 4. With regard to neighborhood service, Scenarios 1 and 2 focus on the winter season, and 3 and 4 address different levels of year-round service. Each of the scenarios have a different degree of focus on adding additional regional routes. The Mayor asked who determined where services were rated, and Mr. Crikelair responded that the team determined ratings. Mr. Crikelair continued that the next couple of charts show the results of a cost model developed to project revenues and expenses for different services. In all four scenarios, service hours increase, but increase substantially in Options 2, 3 and 4. Operating and capital costs are combined and by the year 2000, it is expected to be spending significant money in capital dollars in the development of transit centers. Scenario 1 provides a surplus at the end of each year, while Scenario 4 projects a deficit which increases over the course of the years. He discussed the resulting fund balances in each option.

Mr. Crikelair explained that there are preliminary recommendations based on what they have learned about Park City. In terms of core winter service, Park City would be well positioned if a fleet of double-decker buses were introduced, but there are some issues that will need to be worked out, including procurement, maintenance, and liability. There was discussion about "low floor" buses. Scenarios 2 through 4 all call for operating additional vehicles and improving frequency for the Park Meadows and Prospector routes from 20 minutes to 15 minutes. It is their preliminary suggestion that with regard to neighborhood service, that the focus be winter season between the hours of 2 p.m. to 7 p.m. If demand develops, hours could be expanded into the other seasons. There is a good possibility for introducing subscription commuter service to Heber. With regard to service to Salt Lake, they estimate an annual subsidy of about $105,000 a year. This is a thriving corridor for private enterprise and it is recommended that Park City not interfere with the private shuttles going to and from the airport. Paul Sincock asked if this service is geared for visitors and Mr. Crikelair explained that the Salt Lake commuter service is primarily for employees into Park City. Quinns Junction was found to be an expensive service with limited appeal and Park City would be better served to develop a park-and-ride facility that was located on one of the existing core routes. There is a clear need for a transit facility in Old Town accommodating at least five buses which could be a joint development with the Park City Mountain Resort. This is the busiest center for the existing transit system which could benefit both residents and tourists. There was discussion about ridership at Deer Valley Resort.

Terry Rookard felt that the next step is finalizing the level of service which can be tested and changed. Once that is determined, roadway and intersection improvements, and pedestrian and transportation elements can be formulated. Based on the scenarios presented, Hugh Daniels stated that he is in the Level 2-3 range. He is not at all interested in operating in a deficit and while Scenario 3 makes some sense, there needs to be more information on double-decker buses. Mr. Daniels expressed interest in regional service but there should be buy-in from Summit County as he didn't feel this should be a burden for the Park City taxpayer. He encouraged the private carriers to provide service to Salt Lake but understood the problem with the different schedules of employees. The dial-a-ride program has some merit, particularly in the residential areas, and this may be preferable to funding additional fixed routes. He clarified that this would be a service with a fee; he understood that there would time built in on the fixed route for pick-up service, but that would result in a long ride. Although this has been termed the shopper route, Mr. Daniels relayed that he receives requests for extended service in neighborhoods for employees. Shauna Kerr stated that she agrees with Hugh Daniels, but is probably leaning more toward Option 3. She felt that Option 4 is too pricey, and subsidizing and losing money on the system is perhaps out of range. She is interested in the neighborhood and shopper shuttles and the opportunities it provides Park City children; the next generation may learn to be better commuters. Ms. Kerr agreed that the City shouldn't be subsidizing transportation to the County, but Park City already is because we are faced with parking cars once they arrive here. She is more willing to support extended transportation to Kimball Junction than spend money on parking structures. There is an opportunity with The Canyons to offset transportation and there may be opportunities with the County to fund some transit in the Snyderville Basin. Ms. Kerr is not opposed to some sort of support of tax dollars because she looks at it as a "wash" when it comes to building parking structures. She reiterated her position for the benefit of Paul Sincock.

Roger Harlan stated that he is intrigued with the double-decker bus because of its charm. He leaned more toward Scenario 2 for financial and practical reasons, and if ridership were to increase, the service could be enhanced. He discussed the cable cars in San Francisco which are expensive but are a great tourist attraction. Paul Sincock felt he was somewhere between Options

2 and 3 in terms of service capacity and seasonal service, and believed the City needs to move toward a municipal bus system but some of it needs to be demand-response. The City can not afford to fund a system with poor ridership and encouraged staff to explore this at $1 a ride. He felt that transportation to Heber should be pursued through the private sector and perhaps the City could coordinate a ride share program. He is willing to subsidize this if it minimizes parking impacts, and feels the same with the Snyderville Basin, but there should be a subsidy from the County. Mr. Sincock believed it imperative to serve The Canyons as there will be a regional recreational area from spanning from The Canyons to Deer Crest, and a transit system is key. Mr. Sincock asked if any plan contemplates a rider charge for the bus system. Mr. Crikelair explained that the only cost anticipated is the commuter service to Heber and Salt Lake City. Mr. Sincock stated that he would be reluctant to change the free bus system, but would like to look at the fiscal impacts of charging, especially in consideration of Option 4 which is not fiscally responsible. The Mayor stated that he is somewhere between Options 2 and 3. He felt that even if the City had garages to accommodate double-deckers, there would be a potential liability problem with riders in ski boots. He felt that providing service to the County is a good thing, but the City subsidizes the County to a great extent already. He believes the City will have to build parking spaces in any event, and this matter should be dealt with separately. The same holds true with the ski resorts, and if The Canyons is serviced, it needs to be a paid for by The Canyons. The Mayor pointed out that the bed base will change dramatically there. It is important to get all three ski resorts and the County Commissioners involved in this process so that the City has partners. Public input from the community is important, and there needs to be a process involving more than the Council and staff. Hugh Daniels noted that The Canyons should be a partner, and if it is providing its own system, it adds more vehicles and traffic. Providing service to The Canyons is also a benefit to guests. He believed that Quinns Junction is too far away and not on a major route. Mr. Daniels noted that the end product needs to be inviting to the consumer and concurred with the Mayor's comments on public process. Brad Olch pointed out the benefits of including people in the beginning as opposed to later, and Shauna Kerr suggested that a Mayor's Transportation Committee be formed. Paul Sincock suggested conducting the same presentation to the public and stakeholders in January or February. Hope Bleecker recommended that the scope be limited to further development of Scenarios 2 and 3 and Council agreed.

Tom Crikelair added that the cost of the demand-response program, assuming three vehicles are available to serve the neighborhoods, is comparable to the cost for neighborhood service as outlined in the plan. He noted that Council may want to be careful in providing this service in consideration of private providers. Hugh Daniels stated that the City service would be less expensive and he would he looking for a response time of less than one hour. Mr. Crikelair explained that all day year-round neighborhood respond service drives Scenario 4. He explained that service to Salt Lake, Snyderville Basin, and Heber are treated differently. In order to provide service to Kimball Junction, there probably needs to be a partnership, as discussed by Council. The commuter service from Heber could be a subscription service which is less risky as a service addition. All the City needs is a dependable vehicle and a driver who lives in Heber. There could be ads to solicit riders and it is anticipated that at least 14 people would need to sign up for the service. *Subscribers would* pay by the month which would cover direct out-of-pocket costs. Paul Sincock would like to keep service within the City boundaries and everything outside the City paid for by riders by other entities or partners. Shauna Kerr asked why a subscription service wouldn't work in the Basin. Mr. Crikelair explained that the further away people live, the more likely they would be to use a subscription service. He added that a subscription service puts people together who could also form a van pool that could be operated without Park City's participation. Subscription services are not attractive to the private sector, because the margin of profit is thin and they are designed to cover direct costs. Paul Sincock also pointed out that riders would have to have the same schedule. The Mayor asked if there were additional questions or comments. Rita Lindell, new resident, stated that she is impressed with the bus system and is pleased to learn that the Council will be expanding service.

4. Review of regular meeting:

White Pine water service agreement. Attorney Gordon Strachan stated that he is not representing the Park City Mountain Resort, Deer Valley Resort, or The Canyons. He obtained a copy of the contracts on the proposed water service agreement and it is his understanding that Council will not act on this today, but there will be an opportunity to discuss this before action. The Mayor responded that there has been public interest in this matter and the Council will continue this until January where a work session will also be scheduled. Hugh Daniels pointed out that although there may not be action tonight, there may be some discussion.

Resolution on parking fees. Shauna Kerr asked if there is a summer fee for the third floor of the China Bridge Parking Structure. The City Manager explained that this is a seasonal fee, and at the end of the ski season, Council will decide if there should be a summer fee, and the resolution may be amended again.

Resolution - Mountainlands Association of Governments. Hugh asked if the City was getting its money's worth by being a member. The City Manager responded that it is uncertain, but the City has received services in the past and there has been work in the County that the City has benefitted from. The Mayor was reluctant to have Park City the only city not to subscribe. The City Manager pointed out that the funding for the Olympics will likely to be channeled through the COGS and Mountainlands provide administrative and lobbying efforts that may be beneficial.

Civil complaint - 255 Main Street. Ruth Gezelius, Board member of the Treasure Mountain Inn, pointed out that there was correspondence from the Chairman of the home owners missing from the Council packet. The letter, dated December 8 to Assistant Attorney Tom Daley, explained why the project had not been completed. The Board and the majority of the home owners of TMI have attempted to comply with the City's directive to install the fire protection ceiling in the garage of Building No. 1 and imposed a $100,000 assessment that was due on July 25, 1997 and work was commenced. To date, the Association has been able to collect $64,000 of the total but

David Leonard under the entities of Sandovi, DSL Charitable Trust, and DSL has refused to pay his share which represents 35.7539% of the total or approximately $35,754. Bids were obtained and contractors started working on the projects and had prepared the fire sprinkler lines, the electrical work, and began installation of the ceiling grid work. Ms. Gezelius explained that the Board stopped the construction, because they had not received money from the David Leonard entities. The Association is in a deficit financial position and does not have credit to borrow money and the other home owners are not willing to pay additional monies to cover the owner that has not paid. The Association has been working with legal counsel regarding collection of these monies for several months, and regrets that despite its diligent efforts to complete the project, it has been unable to do so to date. Roger Harlan asked if Building No. 1 should be shut down for safety reasons; Ms. Gezelius declined to make a recommendation and suggested that Council take the matter under advisement. She explained to Mr. Harlan that the fire occurred in Building No. 1. Mr. Leonard's commercial property and ten units are located there and he also owns units in Building No. 2. Ms. Gezelius emphasized that he owns 35% of the total as it is a condominium project, not phased. Paul Sincock asked what can be done to make sure the project is completed. Ms. Hoffman indicated that the goal in the litigation is to make sure the building is safe and the Chief Building Official has legitimate concerns. She added that the Association can allow the City to complete the project and the delinquent properties could be liened as the court determines. Roger Harlan believed it appropriate for the City to take action.

Sullivan Road resolution. Hugh Daniels recalled that the Council wanted to prohibit triplexes not only on Sullivan Road but also on Park Avenue. Shauna Kerr believed that triplexes are a permitted use on Park Avenue, and Pat Putt agreed. He explained that when triplexes directly access Sullivan, that they would be strongly discouraged, but it wouldn't prohibit triplexes on Park Avenue. Hugh Daniels felt that if triplexes were prohibited, including Park Avenue, it would be an incentive to acquire Sullivan Road access. He continued that Sullivan Road could make sense with less density; the resolution doesn't prohibit anything but sets the guidelines for evaluation. Roger Harlan suggested that there be language that states that concerns about traffic on Sullivan Road relates to its proximity to City Park. He suggested that the resolution be mailed to affected property owners. Hugh Daniels suggested that under mandatory elements and enhanced site plan considerations, striking the language "with access off of Sullivan Road".

The Mayor announced that he will not be present for the regular meeting, and wished all in attendance happy holidays.

Prepared by Janet M. Scott

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PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 18, 1997

I ROLL CALL

Mayor Pro Tem Shauna Kerr called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, December 18, 1997. Members in attendance were Hugh Daniels, Roger Harlan, Shauna Kerr, and Paul Sincock. Brad Olch and Chuck Klingenstein were excused and Shauna Kerr was present until the New Business discussion. Staff present were Toby Ross, City Manager; Hope Bleecker, Transportation Director; Pat Putt, Planning and Zoning Administrator; Kirsten Whetstone, Planner; Alison Kuhlow, Planner; Brooks Robinson, Planner; Meg Ryan, Planner; Mark Harrington, Assistant City Attorney; and Jodi Hoffman, City Attorney.

II PUBLIC INPUT

The Mayor invited the public to comment on any matter of business, not scheduled on the agenda.

Thaynes Canyon bus service - Tim Lepage, Thaynes Canyon resident, requested that Council immediately reinstate the Thaynes Canyon Drive bus route. It was tested two years ago; it was successful, but did not achieve the ridership that the Council felt necessary to maintain it. He pointed out that at the time, there was a need to service Adolph's and the cross-county ski center but Adolph's has moved. The bus is running totally empty on its current routing, and he asked the Council to immediately authorize the Transportation Department to resume the service to the neighborhood. Parking is scarce, especially in the ski area, and now is the time to implement this service not in a couple of months. Shauna Kerr responded that the Council has had extensive discussion on the system this year, and there will be some expansions. She recalled that the route was not a resounding success and was not necessarily supported by the majority of residents; there should be a public process before authorization.

In response to a question from Hugh Daniels, Ms. Bleecker indicated that the net financial loss of running this route would be zero. The bus would be run from 8 a.m. through the neighborhood on a 20 minute frequency. She pointed out the vehicle may not be a small bus which may draw some opposition. Ms. Bleecker stated that she and Mr. Lepage have had discussions about this service and suggested that there could be a temporary change in service, but pointed out there was opposition last time. She explained to Hugh Daniels that the ridership was determined on a limited service in Thaynes Canyon during the peak hours. The children used the bus and the ridership net was close to seven to eight riders per day, which is not a complete failure, but ten riders per hour was the criteria. Hugh Daniels stated that he is happy to consider it, but the whole neighborhood needs to discuss this and he is not ready to decide tonight.

Ken Shackleford, Thaynes Canyon Home Owners Association, added that the budget impact is non-existent. He questioned whether there was a majority opposition as they subsequently held a home owners meeting last year in which ten people attended and there was no opposition. He suggested holding another neighborhood meeting; the bus service would primarily affect Thaynes Canyon No. 1. His family would use the service and there has been an interest in the need for the service. Parking has become a bigger problem in the last two years. Shauna Kerr stated that she is not opposed to the service and is proponent of getting buses into neighborhoods, but wants to make sure that Council uses the right process. There was discussion about the history of bus service in the neighborhood, and Mr. Shackleford indicated that he believes the service would be used. He felt this would be a good trend from the standpoint of policy to promote the use of buses. Most of the objections from the people on Payday Drive related to running big buses. He would be willing to organize a neighborhood meeting which Ms. Bleecker could attend in the next week or two. Paul Sincock suggested placing it on a work session agenda in January. Mr. Shackleford reiterated that it is not a matter of funding the service, but rerouting it. Paul Sincock felt that the Council should try this service, but some criteria should be met and neighbors should be encouraged to use it. Tim Lepage asked that it be implemented immediately on an experimental basis over Christmas. Ms. Kerr stated that she would feel uncomfortable until it is noticed, and Roger Harlan added that he would like the transportation staff to render a recommendation. Ms. Bleecker noted that the service could be added the day after a decision is made.

With no further comments, the public input session was closed.

III COMMUNICATIONS FROM COUNCIL AND STAFF

1. Paul Sincock v. Utah Tax Commission - Paul Sincock noted that the following letter was faxed to the local media and two newspapers in Salt Lake City. He read a letter verbatim regarding the publicity of the lawsuit he initiated against the Utah State Tax Commission two years ago when he was elected to Council. He explained that the news coverage was a very painful experience for him and his family and that he was subject to a public "trial" by the then seated City Council over which they had no authority or cause for action. Mr. Sincock stated he received a letter dated November 20, 1997 from Utah Attorney General's Office informing his attorney that the state had completed its audit of his returns from 1990 through 1994 and he didn't owe them any taxes. The $32,000 in liens, which the Tax Commission invented out of thin air, would be dropped at once. He clarified that at the time the story hit the media, he had to limit his public remarks for legal reasons and this matter dragged on for 24 months, until finally the Utah Tax Commission has reluctantly agreed that he doesn't owe them any taxes, and in fact, owe him a refund. If he were to do this all over again, he would have chosen a different path and explained the history of dealings with the IRS and the Utah Tax Commission and the mistake he made in representing himself. In the

mind of the Tax Commission and the Attorney General's Office, he was a "tax protestor", and they set out to prove it, and no amount of facts to the contrary would deflect their mission. It has taken two years to solve a relatively simple matter. Mr. Sincock stated that in retrospect, he made errors in judgment in his approach to the Tax Commission and to the extent that this has caused embarrassment to his family, friends, or constituency, he apologized. He discussed the shortfalls of government and that some people who work for government agencies begin to think that they are in charge. They become unresponsive to the needs and rights of citizens and use threats, intimidation, and force as a means of imposing voluntary compliance with laws and statutes. That is why institutions such as the IRS and the Utah Tax Commission are under much public scrutiny. Paul Sincock stated that he holds no resentment to the people involved in his particular case; he understands and accepts their frame of reference. It causes him to think about local governance and how important it is to be responsive to the needs of our community and citizens. It is easy to become cynical about government, but unless the citizens exercise their right of self-governance by being involved in public issues on a regular basis, the erosion of rights inevitably takes place. He hopes that the public nature of his experience cited above, does not discourage others from seeking local public office. He thanked those people wise enough not to be swayed by bias and incomplete media reports, public innuendo and rumors. He thanked Joe Tesch, Duane Vance, and Robin Baystar for their great professional representation.

2. Annual Audit. Roger Harlan noted that the auditors from Doilette and Touche attended the work session and indicated that the City's financial staff does an excellent job. He felt that it is important to point this out, especially in light of comments made during the election.

3. Land Management Code update. Pat Putt, Planning and Zoning Administrator, explained the components of the Phase 1 rewrite which is on time. The draft includes reorganization, editing, reformatting, illustration, and development. The Planning Commission decided on a strategy for review which will be reviewed by the City Council in January. He acknowledged the hard work of Assistant City Attorney Mark Harrington.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF DECEMBER 4, 1997

Hugh Daniels made several corrections to Page 1 of the Work Session Notes. The Mayor Pro Tem requested a motion to approve, as corrected. Roger Harlan, "I so move". Hugh Daniels seconded. Motion carried.

Hugh Daniels	Aye
Roger Harlan	Aye
Shauna Kerr	Aye
Chuck Klingenstein	Absent
Paul Sincock	Aye

V PUBLIC HEARING

1. Amendments to Chapter 9 of the Land Management Code regarding lighting standards **(motion to continue to a date uncertain)** - Hugh Daniels, "I move we continue the public hearing on amendments to Chapter 9 to a date uncertain". Paul Sincock seconded. Motion carried.

Hugh Daniels	Aye
Roger Harlan	Aye
Shauna Kerr	Aye
Chuck Klingenstein	Absent
Paul Sincock	Aye

2. Ordinance approving a plat amendment to the Snyder's Addition to the Park City Survey to combine Lots 14 - 19, 26 - 31 and the south half of Lots 20 and 25, Block 57, located at 1266 and 1274 Park Avenue, Park City, Utah - Planner Kirsten Whetstone explained that the property is located in the RM Zone between Park Avenue and platted Eastern Avenue. The combined area is about one-half acre and these lots are proposed to be combined in one development parcel in order to construct three additional units, involving one single family and one duplex. It is proposed to preserve the two historic structures which are located at 1266 and 1274 Park Avenue. She explained that access to the new structures is being proposed off of platted Eastern Avenue or Sullivan Drive. This plat amendment prompted the Sullivan Road discussion. The plat amendment developed through an application to the Planning Department about two years ago for a CAD of both of the historic structures. Staff worked diligently for a year and a half to arrive at a plan and all utilities will come off of Park Avenue, except for telephone and cable. There is a significant reduction in density, open space, increased setbacks, design review under the Historic District standards for new construction, and enhanced pedestrian and landscaping improvements. She continued that parking for the new structures will be enclosed in garages and met the parking requirements. Staff believes this proposal meets the requirements of the pending Sullivan Road resolution and the Planning Commission has forwarded a positive recommendation to the Council with conditions of approval. Ms. Whetstone clarified that the conditions provide that the site plan, utility plan, and construction mitigation plan be adopted as a package.

With no comments or questions, the public hearing was closed.

3. Ordinance approving a plat amendment to the Park City Survey Lots 1, 2, 3, 4, 5, 6, 39, 40 and the easterly sixty feet of Lots 43 and 44, Block 18, Snyders Addition, located at 1212 Empire Avenue, Park City, Utah - Alison Kuhlow explained that the lots are located west of the Library and Education Center and the Insbrook Inn sits on the southernly part of the lot. Staff has determined this structure not to be historically significant and a certificate of demolition was issued. The plat is necessary to combine eight lots and portions of two lots to create an 18,000 square foot

development parcel. She explained that the applicant is proposing to construct 18 one bedroom units, approximately 970 square feet each with an enclosed partially underground parking garage with 18 parking spaces. The plat amendment was processed concurrently with the master plan development with the Planning Commission and was approved at the November 12, 1997 meeting.

With no public comments or questions from the City Council, the Mayor Pro Tem closed the public hearing.

4. Ordinance approving the third amendment to the Trails's End at Deer Valley Record of Survey, located at 2100 Deer Valley Drive South, Park City, Utah - Brooks Robinson stated that this was formerly known as the Pine Inn plat and located at Snow Park. This proposal changes the interior configuration of the building; there are no structural changes to the exterior other than access stairs to the third level. This will decrease the number of units, but increase the number of bedrooms and there is substantial parking to accommodate the change in square footages. It was explained that this plat amendment describes what is actually built and exists.

Hearing no comments, the public hearing was closed.

5. Ordinance approving an amendment to Lot 6, 7, and 8, Block 8, Park City Survey known as 625 Main Street - Meg Ryan stated that this is a request to combine three 25 foot x 75 foot lots under the same ownership into one parcel. The objective is to create a commercial development of approximately 5,625 square feet for a two story commercial building. The staff report outlines objectives in construction of the parcel in relationship with the adjacent Mercato. The Planning Commission's liaison will be working with the Historic District Commission. The HDC was introduced to a preliminary plan and it will begin a detailed review on January 5 in order to resolve some of the design issues on the project. Ms. Ryan encouraged Council to ask questions of the architect in attendance or to direct concerns to the HDC.

Paul Sincock indicated that the Council was not provided a floor plan, but it appears from the elevations that the building will be canted which may obstruct views at the intersection. Ms. Ryan stated that UDOT has looked at this and the City has a clear view of intersecting streets requirement which accounts for the setback, which is about 25 feet to the corner. In response to a question from Paul Sincock regarding the Mercato's parking, Ms. Ryan explained that the Mercato leases the property from the owners. In 1994, the Mercato was issued a conditional use permit for outdoor dining and this was prior to the ordinance adopted by Council a year ago. The ordinance changed the floor area ratio parking agreement in Old Town as well as the administrative review of outdoor dining. The Mercato had eight spaces on the parking lot and in order to operate the outdoor dining and will have to amend its CUP. It will have to demonstrate how it is in compliance with the 1996 ordinance of the 1.54 floor area ratio or meet the administrative review criteria with regard to mitigation which would swap indoor seats for outdoor seats. There are many issues that need to be worked through the coming months. Roger Harlan felt that a construction mitigation plan be well contemplated in advance because of the uniqueness of the intersection. Architect David White clarified that the back of the Mercato parking lot will be used as part of the construction staging area. There is a time in the summer when the Mercato is not open and the owners are making arrangements with owners of vacant lots on Park Avenue for storing materials. This is not totally solved yet, but the construction staging plan will be in place long before they apply for a building permit. Ms. Ryan assured Council that staff will do the best that it can given the location and circumstances to make sure there are measures in place to minimize pedestrian and vehicular impacts. Mr. Daniels discussed the importance that sky lights not emanate lighting in the sky. Paul Sincock reminded Council that the action tonight only involves the plat amendment, and there are other processes that will occur.

With no further comments or questions, the public hearing was closed.

VI CONSENT AGENDA

Mayor Pro Tem Kerr pointed out that many of the plat amendments have conditions of approvals. Hugh Daniels, "I move approval of Consent Agenda Items 1 through 7 and those that include plats, include site specific plans as well". Paul Sincock seconded. Motion carried.

Hugh Daniels	Aye
Roger Harlan	Aye
Shauna Kerr	Aye
Chuck Klingenstein	Absent
Paul Sincock	Aye

1. Ordinance approving a plat amendment to the Snyder's Addition to the Park City Survey to combine Lots 14 - 19, 26 - 31 and the south half of Lots 20 and 25, Block 57, located at 1266 and 1274 Park Avenue, Park City, Utah - See public hearing and staff report.

2. Ordinance approving a plat amendment to the Park City Survey Lots 1, 2, 3, 4, 5, 6, 39, 40 and the easterly sixty feet of Lots 43 and 44, Block 18, Snyders Addition, located at 1212 Empire Avenue, Park City, Utah - See public hearing and staff report.

3. Ordinance approving the third amendment to the Trails's End at Deer Valley Record of Survey, located at 2100 Deer Valley Drive South, Park City, Utah - See public hearing and staff report.

4. Ordinance approving an amendment to Lot 6, 7, and 8, Block 8, Park City Survey known as 625 Main Street - See public hearing and staff report.

5. Authorization for staff to proceed with a civil complaint at 255 Main Street - See staff report.

6. Resolution replacing Resolution 27-97, Fee Resolution, in its entirety and amending Section 7, Parking, Violations, Towing, and Impound Fees - See staff report.

7. Resolution approving and authorizing the execution of an interlocal cooperation agreement for Mountainland Association of Governments - See staff report.

VII OLD BUSINESS

Resolution requiring conditional use review for limited vehicular access on Sullivan Road, the access drive for City Park - See work session notes. Pat Putt introduced language that Roger Harlan suggested relating to impacts to City Park because Sullivan Road is adjacent to the Park, and wording regarding Hugh Daniels' concerns regarding triplexes. Hugh Daniels, "I move approval of the resolution, as amended". The Mayor Pro Tem invited public input on this matter. John Riley, property owner, asked for clarification of allowing triplexes in the RM Zone. Hugh Daniels explained that triplexes are allowed; this is a resolution setting guidelines for determining Sullivan Road as a road access. If an applicant would like Sullivan Road as an access, the guidelines need to be met, and triplexes are discouraged. Mr. Riley argued that there are Wasatch Condominiums and other units on Sullivan Road with private parking spaces. Ms. Kerr pointed out that many of the condos there are an aging bed base, and there may be demolitions. Mr. Riley stated that he has spent a lot of time and money on his project over the past nine months, and hasn't heard anything about discouraging triplexes. The motion was restated. Paul Sincock seconded. Motion carried.

Hugh Daniels	Aye
Roger Harlan	Aye
Shauna Kerr	Aye
Chuck Klingenstein	Absent
Paul Sincock	Aye

VIII NEW BUSINESS

Water service and land acquisition agreement - At this point in the meeting, Ms. Kerr indicated that she has to excuse herself from the meeting. She stated that she is interested in investigating this agreement further, but feels that the timing is inappropriate since it was just placed on the agenda this week. She has not had enough time to review this and didn't feel adequate notice was provided. If she was staying, she would not vote to approve the agreement tonight as it should be continued until January. Paul Sincock, "I move that Roger Harlan conduct the meeting". Shauna Kerr seconded. Motion carried.

Hugh Daniels	Aye
Roger Harlan	Aye
Shauna Kerr	Aye
Chuck Klingenstein	Absent
Paul Sincock	Aye

Roger Harlan invited Council and the public to comment. Hugh Daniels disclosed that he has spoken to the proponents and people from the community with concerns about the agreement. The Council has had the benefit of working on this in various forms for almost two years. It is not new to the Council but the citizens were not expecting this proposal; most of the comments involved the City supplying water to The Canyons to make snow, competing with Park City's ski areas, which is not his intention. Mr. Daniels felt that to some extent the concern has more to do with education. He believes the agreement has true benefit for the community as it works toward a number of Council policies in trying to control what is happening at our borders, and is an attempt to cap density. He suggested continuing this for a short period of time to educate the community.

Paul Sincock reported that he too has received calls. He explained that the applicants are proposing development of extremely low density and there is 92% open space which conforms with the Summit County General Plan, contrary to previous plans. He felt that selling them water in exchange for 600 acres of open space and being able to negotiate was appealing. In general, he felt this is a good deal for the City and the developer. Roger Harlan invited the public to comment and urged the media to cover the issue.

Keith Kelly, White Pine Associates, explained that this is the last piece in a complex series of agreements. It is intended to implement the City's vision in White Pine Canyon, which is rural, low density, low impact, predominance of open space, and public access to the open space. As a developer, he believes his role is to maximize the return on property in a manner which is consistent with the community vision and he is very committed to that process. His vision has not faltered in the last five years. Mr. Kelly stated that he attended all of the City's and County's General Plan meetings so that he could arrive at achievable goals by making them economically viable. As the chief proponent, he has been criticized and personally ridiculed for proposing a low density residential subdivision in the context of an intense resort community. As weary as he is of the process, he is excited and committed, as they are on the brink of transforming a vision into a reality. He also felt the Council is committed.

There were four things that needed to be done before the project became viable including a commitment from the Condas-Lehmer Families to be the retailers and not the wholesalers of the property, and to buy into the low density concept. The second thing they needed was an innovative General Plan that allowed them to reduce the infrastructure costs of the development by implementing rural standards. The third feature was to be able to create an amenity making the lots valuable; they are very large ski-in/ski-out lots and The Canyons is providing that amenity at its cost. He continued that the final ingredient is the water service agreement and emphasized that they are not asking the City for a gift or a subsidy; they are paying for the water with their land and dollars. They are also paying for it by contractually obligating themselves to a water impact fee, which is not the average cost of developing water in the City, but paying the full actual marginal cost of developing a new source of serving White Pine Canyon if that is needed. There is no negative fiscal impact in this agreement to the City. The General Plan provides in the annexation policy declaration section, that it intends to annex White Pine Canyon into the City and that was given full consideration. However, the General Plan calls for beginning negotiations with the base density and add incentives in the form of additional densities to provide incentives for the developer to do the right thing. He emphasized that they are staying at base density, because they feel it is most consistent with the land use goals of the City. The new state legislation does not permit them to annex at this point, and the interlocal agreement has expired. They have worked with the City to achieve all of the goals of the General Plan, not just some of them. The intention to serve White Pine Canyon was confirmed in the City's negotiations with Weber Basin and the County in the Memorandum of Understanding. They have always been consistent in limiting the development of White Pine Canyon and willing to implement those goals. This is an extremely modest amount of water. Mr. Kelly indicated that this has been a difficult professional journey for him and hoped there is a commitment tonight from the City. The alternative of buying water with cash would force them to revise their plan.

Roger Harlan stated that because there has been public concern, this item will be continued to a work session and action on January 8, 1998. Paul Sincock stated that he supports the agreement and the development. Mr. Harlan pointed out that although this may put Mr. Kelly in an awkward situation with the Condas-Lehmer Family, hoped he understood the situation of the City Council. Mr. Kelly indicated that he understood but this comes at an unfortunate time and invited the Council to provide him with a list of their concerns and questions and those from the public. Mr. Daniels felt this is a good agreement, but has some questions. Hugh Daniels, "<u>I move that we continue this New Business item to the work session of January 8, as well as to the agenda on January 8 under Old Business</u>. Paul Sincock seconded. <u>Motion carried</u>.

Hugh Daniels	Aye
Roger Harlan	Aye
Shauna Kerr	Absent
Chuck Klingenstein	Absent
Paul Sincock	Aye

IX ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned.

* * * * * * * * * * *

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 2:30 p.m. Members in attendance were Mayor Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, and Paul Sincock. Chuck Klingenstein was excused. Staff present were Toby Ross, City Manager; Mark Harrington, Assistant City Attorney; and Jodi Hoffman, City Attorney. Roger Harlan, "<u>I move to close the meeting to discuss property acquisition</u>". Shauna Kerr seconded. <u>Motion carried</u>.

Hugh Daniels	Aye
Roger Harlan	Aye
Shauna Kerr	Aye
Chuck Klingenstein	Absent
Paul Sincock	Aye

The meeting opened at approximately 3:35 p.m.

* * * * * * * * * * * *

The meeting for which these minutes were prepared was noticed by posting 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott

Janet M. Scott

Janet M. Scott, City Recorder

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal

PARK CITY
1884

COUNCIL AGENDA REPORT

DATE: December 18, 1997
DEPARTMENT: Administrative Services
AUTHOR: TB Tom Bakaly, Finance Manager and Lori Collett, Accounting Manager LC
TITLE: Audit Report
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: This report is for informational purposes only

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DESCRIPTION:

A. Topic:

Audit report for the Fiscal Year Ended June 30, 1997. The following is an overview of the Audit Report. The actual report will be distributed to the Mayor and City Council members this week.

B. Background:

Overview of City's Financial Position as of June 30, 1997

The City's General Fund ended the 1996-1997 fiscal year with a fund balance of $3,793,963 of which $1,874,789 has been dedicated for use in the fiscal year 1997-98 budget. The ending fund balance of $3,793,963 was $2,508,402 more in fund balance than was projected during the budget process due to the City's policy of conservative revenue and expenditure projections. Actual revenues came in $1,534,347 more than projected (Approximately $929,200 in taxes (sales), $241,000 in licenses and permits and $364,147 in other revenues such as interest) and expenses were $974,055 under budget. Due to the $1,874,789 of fund balance dedicated for use in the fiscal year 1997-98 budget, the City's fund balance is within the statutory limitation on the amount we may carry in our fund balance.

The Water Fund ended the year with a debt service coverage rate of 1.59 on all of its debt (1.15 required) and 2.70 on the subordinated debt (1.25 required). Working capital actually increased by $1,760,394 leaving a balance at year end of $5,490,342. Net income for the fund was *$1,511,887* after depreciation expense of $764,829.

The City's Golf Course Fund ended the Fiscal Year with a net increase in working capital of $133,430. Net income, including depreciation of $120,767, was $73,370 compared to net income from the prior year of $95,791. As such, this fund continues to be a self-supporting operation which does not require an operating subsidy from the General Fund.

With a $385,564 subsidy from the General Fund, the Recreation Fund ended the year with a net increase in working capital of $20,757. Net loss, including depreciation of $195,819, was ($161,171) compared to the net loss from the prior year of ($150,504). The Recreation Fund will require a General Fund subsidy of $410,000 in fiscal year 1997-98.

The Transportation Fund experienced a $518,345 increase in working capital. As a result, the total working capital available for future acquisition of buses and equipment at June 30, 1997 is $4,133,579.

RECAP OF FUND BALANCE AND WORKING CAPITAL BALANCES AT JUNE 30, 1997

#	FUND	ESTIMATED ENDING BAL	ACTUAL ENDING BAL	DIFFERENCE
11	General Fund Balance	*1,285,561	3,793,963	2,508,402
51	Water-Working Capital	**3,128,594	5,490,342	2,361,748
55	Golf Course-Working Capital	498,316	596,145	97,829
54	Recreation-Working Capital	194,251	291,294	97,043
57	Transportation-Working Capital	4,090,087	4,133,579	43,492
	Grand Total	$9,196,809	$14,305,323	$5,108,514

* Represents budgeted ending balance based upon conservative revenue and expenditure projections. FY98 budgeted beginning balance was $3,410,561 which reflects staff's new policy of budgeting.

** Budgeted ending balance does not include the balance of water capital projects that total approximately $2.1 million. This is budgeted under capital projects in the Water Fund but reported as actual ending balance in the financial statements.

Comments from the City's Audit Firm of Deloitte and Touche LLP

The auditors identified no major improvement areas or areas involving material weakness in the operations or internal control structure of the City. In addition, the auditors did not identify any

State Compliance issues. The auditors did make some general comments about "year 2000" issues. Many older computer systems and software packages will experience technical difficulties handling the year 2000. This is standard language that the auditors are recently including in the review of all of their clients. The City's new financial software package that runs the majority of City operations will not be impacted by the "year 2000" issue. To date, staff has been proactive in assessing and mitigating its exposure to the "year 2000" issue. Staff will continue these efforts in the future with all of its computer systems.

PARK CITY
1884

COUNCIL AGENDA REPORT

DATE: December 18, 1997
DEPARTMENT: Administrative Services
AUTHOR: Tom Bakaly, Finance Manager TB
TITLE: Arts Grant Requests
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: The City Council should approve the following recommendations of the Grants Subcommittee concerning the disbursement of grant funds:

1) Approve the recommendations made by the Park City Arts Council for the disbursement of FY 1997-98 grant funds for arts, culture and humanities programs.

DESCRIPTION:

A. Topic: Grant Disbursement

B. Background:

In May of 1996, the City Council adopted a new policy that governs the disbursement of grant funds. This policy is included within the Policies and Objectives section of the recommended 1997-98 Budget. In addition to establishing criteria for determining grant recipients, the policy also established categories in which organizations receiving grants were placed. Each category then gets a portion of the total funds appropriated for grants. The total amount of funds available for grants is a percentage (2.25%) of the General Fund budget for each year. During May of 1997, as part of the current budget process, City Council formed a Grants Subcommittee to review the additional grant requests and make a recommendation to the City Council. The Grants Subcommittee consists of Council member Daniels, Council member Harlan, and a City staff representative (Tom Bakaly).

One category that was established was arts, culture and humanities. Per the policy, the Park City Arts Council was designated as the representative organization for the purpose of planning how grant funds will be distributed to the arts, culture, and humanities community. In June of 1997, the Arts Council made their recommendations for FY 1996-97 (last fiscal year), and the City

Council approved in total their recommendations. The Park City Arts Council has completed their grants review process for FY 1997-98 (current fiscal year) and their recommendations are included. Representatives from the Park City Arts Council will be available at the City Council meeting to answer specific questions about the arts grant disbursement process.

C. Analysis:

Arts Grants: The FY 1997-98 (current year) adopted budget for the arts category is $38,117. The Park City Arts Council received 13 requests totaling $68,900. Attached is an explanation about each request, the recommended grant amount, and an explanation for the funding recommendation. The criteria used to evaluate these requests was: Quality of project; Importance of Project; Range of Influence; Management Competence; Qualifications; Measure of Success; Financial Support; Grant Request as a % of Organization Budget; and Community Component. FY 1997-98 recommendations from the Park City Arts Council for the distribution of grant funds are listed below:

Organization	FY 1997-98 Recommended
Park City International Music Festival	4,900
Park City Arts Council	14,500
Park City Performances	6,000
Utah Symphony	1,400
Kathleen Shorr - Dance	1,000
Jill Gibbons - Documentary	2,000
Randy Barton	1,200
Shawn Emery	2,200
Park City Jazz Festival	2,500
Park City Art Festival	$2,300
Total	**$38,000**

D. Department Review:

These requests have been reviewed by the Finance Division of the Administrative Services Department, the City Manager and the Grant Subcommittee that was appointed by City Council.

ALTERNATIVES:

1) Approve the recommendations from the subcommittee and the Arts Council: This action would allow for the release of grant funds to the organizations described above.

2) Deny the Recommendations (in total or individually): This action relating to the arts, culture and humanities recommendation would most likely necessitate further City Council direction concerning the grants policy and its implementation.

3) Continue the Item: This item could be continued without significant impact other than delaying grant disbursement to recipients

4) Do Nothing: Same as Continuing the item.

SIGNIFICANT IMPACTS:

Implements the City's grants policy which to do date has worked well. Funds for the recommended action are in the grants budget.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The City Council would need to provide further direction and perhaps make modifications to the Grants policy.

RECOMMENDATION:

Approve the recommendations of the Arts Council for the distribution of Grants funds for FY 1997-98 in the total amount of $38,000.

Park City Arts Council

FROM: PARK CITY ARTS COUNCIL
GRANT COMMITTEE

TO: PARK CITY COUNCIL

GRANT SUBMITTALS FY 1997-1998

$38,000 BUDGETED FOR ARTS FY-1997-98
$14,500 earmarked for PC Arts Council

GRANT SUBMITTAL	AMT REQUESTED	PROJ TOTAL	%	FUND RECMD
Randy Barton	$5,000	$7,750	64%	$1,200
Shawn Emery	$4,300	$11,560	37%	$2,200
Michelle Froelich	$ T.B.D			-0-
Jill Gibbons	$2,000	$43,779	04%	$2,000
PC Art Festival	$2,500	$3,150	79%	$2,300
PC Jazz Festival	$5,000	$203,500	02%	$2,500
PC Music Festival	$8,500	$231,700	03%	$4,900
Park City Performances	$10,000	$58,000	17%	$6,000
People Make the City	$2,100	$9,036	23%	-0-
Kathleen Shorr	$1,500	$2,700	55%	$1,000
Treasure Mtn. School	$25,000	$50,000	50%	-0-
Utah Symphony	$3,000	$738,000	004%	$1,400
				$23,500

Total Amt Requested: $68,900

$23,500 available

Post Office Box 4455
Park City, Utah
8 4 0 6 0
801 • 647 • 9747

FY 1997-1998

PARK CITY ARTS COUNCIL
CULTURAL ARTS GRANT
SUBMITTAL PROJECT DESC

Park City Arts Council

Randy Barton
Requested: $5,000
Project total: $7,750
Committee recommendation: **$1,200**

Write, produce and act in two new live interactive theatre pieces using pre-recorded video and audio in performances with live actors.
1. Rembrandt: a one act show depicting Rembrandt's life story and works of art. This is primarily an educational tool geared for students.

2. History of Park City: playing a variety of characters from Park City's history. Target audience; Park City residents and tourists.

Shawn Emery
Requested: $4,300
Project total: $11,560
Committee recommendation: **$2,200**

White Gold: Utah's Ski History is a comprehensive documentary tracing the history of skiing from miner days to present. 10 of the 56 minute documentary will be devoted to Park City's ski history. Copies of original footage will be donated to Park City Museum and Summit County Historical Society. Film received funding from Utah Humanities Council.

Michele Froelich
incomplete application-
no financial amount requested
Committee recommendation: -0-

Jill Gibbons
Requested: $2,000
Project total: $43,779
Committee recommendation: **$2,000**

Use funds to complete Documentary film Journey to Pine Ridge Film has already received funding from Park City Arts Council Grant Committee. Film follows Park City teens interacting with Native Americans in South Dakota. Free screenings will be offered to local youth. Film received funding from Utah Humanities Council, and will be on KUED.

Post Office Box 4456
Park City Utah
84060
801▲647▲9747

PC Art Festival

Requested: $2,500
Project total: $3,150
Committee recommendation: **$2,300**

Demonstrating Artists' Stage at Art Festival to allow attendees to watch artists produce work.

PC Jazz Festival

Requested: $5,000
Project total: $203,500
Committee recommendation: **$2,500**

Promote a destination jazz festival in Park City August 26-30, 1998. Establish an annual showcase of national, regional and local jazz musicians. Provide educational jazz music workshops for music students as part of the festival. This festival has already received a $50,000 commitment from Fidelity Foundation. Park City Chamber Bureau is organizing event.

PC Music Festival

Requested: $8,500
Project total: $231,700
Committee recommendation: **$4,900**

Park City International Chamber Music Festival brings world class musicians and students to Park City for 6 weeks each summer. Concerts are given almost nightly in various Park City and Snyderville Basin locales. Music Festival also receives funding from Utah Arts Council, Park City Chamber Bureau, and Summit County Restaurant Tax.

Park City Performances **$6,000**

Continue a Youth Theatre program. 100 students are expected to participate Summer of '98. 150 projected to participate in after school programs, and over 80 for theatrical productions. Scholarship money is available for these programs. This grant request received highest grant committee ranking.

People Make the City
Requested: $2,100
Project total: $9,036
Committee recommendation: -0-

Highlight regional music at an all-day concert at Deer Valley. Strengthen ties among local and regional musicians. Several hundred people attended first concert. Committee likes concept but does not want to fund retroactively. This application should be re submitted for 1998 PEOPLE MAKE THE CITY Concert.

Kathleen Shorr
Requested: $1,500
Project total: $2,700
Committee recommendation: **$1,000**

Choreograph dances inspired by Kimball Art Center's "Figures in Utah Art" exhibit. Performance will take place April 3 at Gallery Stroll and admission is free. Master classes will be offered. Committee liked the interdisciplinary nature of this project.

Treasure Mtn. School
Requested: $25,000
Project total: $50,000
Committee recomendation -0-

Construct a fountain between TMMS and Mc Polin Elementary School.

Application form was not thorough enough.
Amount requested is unrealistic. Project total is unrealistic.
No matching funds were identified at this point.
Grant applicant needs to find out if fountain at designated location is structurally sound, feasible and approved by Park City School District.

Utah Symphony
Requested: $3,000
Project total: $738,000
Committee recommendation: **$1,400**

Grant money will be used to offset cost of producing a six page summer brochure. Qty: 30,000. Brochure is sent to Symphony subscribers and donors. Brochure will be available at all Symphony ticket locations in Park City. Approx. 8 concerts planned for Deer Valley this summer.

Committee discussed whether to fund organization not based in Park City area. However, because Deer Valley summer symphony concerts attract so many locals, committee felt it is important to support them to a degree.

Total amount: **$23,500**

PARK CITY
1884

CITY COUNCIL STAFF REPORT

DATE:	**November 17, 1997 (December 18, 1997 meeting)**
DEPARTMENT:	**Planning Department**
AUTHOR:	**Kirsten A. Whetstone**
TITLE:	**1266 and 1274 Park Avenue Plat Amendment to combine Lots 14- 19, 26 -31, and the south half of Lots 20 and 25, Block 57, Snyder's Addition to the Park City Survey**
TYPE OF ITEM:	**Legislative**

SUMMARY RECOMMENDATION: Conduct a public hearing, consider public input, and consider the Planning Commission's recommendation to approve the plat amendment ordinance as conditioned.

DESCRIPTION:

A. Topic

PROJECT STATISTICS

Applicant:	Jack Johnson Company for Boyles and Fishers
Location:	1266 and 1274 Park Avenue
Zoning:	RM, Medium Density Residential
Adjacent Land Uses:	Single family residential, condominiums, commercial buildings, and City Park
Date of Application:	August 18, 1997
Staff Recommendation:	Approve with conditions

B. Background

This application began as a result of a request for a Certificate of Appropriateness for Demolition (CAD) for two historic structures located at 1266 and 1274 Park Avenue. The CAD application was submitted on May 1, 1996. On November 11, 1996 the Historic District Commission (HDC) made a determination that these structures are significant historic structures and are contributory to the Park City Historic District.

After the HDC action the applicant agreed to work with the City to develop a site plan that meets the applicant's objectives for development and the city's objectives and requirements for historic preservation and compliance with the Land Management Code.

The current proposed development concept is for a family operated group of five relatively small (approximately 1,500 square feet) residential units situated around a landscaped court yard area. The site is approximately 0.5 acres in area. The applicant proposes the property be held in common ownership. Access is proposed off of Park Avenue for one existing house (1266 Park) and off Sullivan Road for the existing house at 1274 Park and the three proposed units. The house at 1274 Park currently has vehicular access to Sullivan Road.

On May 21, 1997 Planning staff presented an issues paper to the City Parks, Recreation, and Beautification Advisory Board regarding this and other proposed developments on Park Avenue. The Board discussed the issue of increased vehicular access to Sullivan Road and impacts on City Park. On May 29, 1997 the Board adopted a resolution regarding increased vehicular access on Sullivan Road.

On June 25, 1997 the Planning Commission discussed the Sullivan Road issue at a work session. The Commission discussed issues, including utilities, water, fire access, traffic, parking, traffic speeds and concluded that each development should be reviewed on a case by case basis.

On September 24, 1997, following a discussion with representatives from the Parks, Recreation and Beautification Board, the Commission stated that access for new project densities should come off of Park Avenue whenever possible; however, limited access off of Sullivan Road could be considered based upon how well a proposal could meet all or most of the following performance criteria:

1. **Historic preservation** (facade easements) and preservation of landscape features.

2. **Historic District Commission review** of new construction.

3. **Pedestrian/landscaping improvements** along Park Avenue and Sullivan Road.

4. **Enhanced site plan consideration**, including reduced project density, increased open space, compatible architecture, and increased building setbacks, including front setbacks off of Sullivan Road.

5. **Parking mitigation**, such as keeping front setbacks clear of parking and minimizing parking impacts near intensive uses on Sullivan Road.

6. **Utility considerations** to provide the least disturbance to the public as a whole, including plans which include utility installation off of Park Avenue.

At that meeting, the Commission determined that all future projects proposing access off Sullivan Road should be reviewed through the Conditional Use Permit process. A resolution addressing the above concerns was adopted by the Commission on November 12, 1997.

The City Council discussed the resolution at the December 4, 1997 meeting. Council requested that the resolution more clearly address the following items:

*an overall reduction in project density
*increase in overall snow storage areas
*no tri-plexes onto Sullivan Road
*all access to Sullivan Road is minimized to the greatest extent possible

This proposal at 1266 and 1274 Park Avenue, although submitted prior to adoption of the resolution, complies with these and all requirements of the resolution.

Final action on the resolution is scheduled for the December 18, 1997 City Council meeting (this meeting). A copy of the proposed resolution is included in the packet under that item.

C. <u>Project Description</u>

Plat Amendment

This proposal is for a plat amendment to combine twelve whole lots and two half lots in Block 57 of the Snyder's Addition into a single development parcel (Exhibit A). There are two historic structures on the property, at 1266 and 1274 Park Avenue (Exhibit B). These two historic structures are owned by the Boyles and Fisher families. The families also own the associated 12 contiguous lots plus 2 partial lots with frontage on both Park Avenue and Sullivan Road (6 and ½ lots on Park and 6 and ½ lots on Sullivan). Sullivan Road is near and/or overlapping platted Eastern Avenue in this location.

Land Management Code Requirements for RM zone

The existing lots range in size from approximately 1,296 sq.ft. (51.77'x25.04') to 1,504 sq.ft. (60'x25.04') (the lots are not rectangular, but rather askew). The combined area of these lots is 21,377 sq .ft., approximately 0.50 acres. The property is located *in the RM*, Medium Density Residential, zoning district, which allows a potential density of up to 14 units provided that all requirements of the LMC can be met.

The following table illustrates the required and proposed development parameters for this site:

	Code Requirements	Proposed
Setbacks(for SF and duplexes)	**RM Zone**	**1266-1274 Park**
• Front	15 feet, garages may be 10'	15 feet
• Rear	10 feet (15 feet if adjacent to a Public Street)	15 feet
• Sides	5 feet	5 feet
Parking	* 1.5 parking spaces/multi-family unit up to 2,000 square feet * 2 per unit for single family houses	Total of 10 spaces for 5 units
Height	28 feet (33' for pitched roof)*	Max of 28' (33' for pitched roofs), not yet designed.*
Lot Size/Density	8,437 square feet required for 5 units.	21,377 square feet (Potential- 14 units, based on property area or 11 units, based on 2 existing and 9 vacant lots.)
Square Footage FAR	no requirement in the RM zone	1,500-2,000 sq. ft per new unit. +/-
Open Space	60% of total lot = 12,826 sq.ft. for projects proposing 3 or more dwelling units.	Site plan shows 60%, to be verified at the time of building permit issuance.

***Height compliance is determined at the time of building permit issuance based on a certified survey of the property.**

The applicants propose to retain the two historic structures and construct one duplex and one single family detached cottage behind the existing houses, for an increased density of three units on the 0.50 acre parcel.

D. <u>Analysis</u>

Utility Plan

A utility plan was submitted which shows sewer service off of a main line in Park Avenue. Water is also proposed off of Park Avenue. Staff and the Fire District met to discuss location of fire hydrants and other fire mitigation measures. Residential fire sprinkler systems will be required for these structures and this is a condition of plat approval.

The Fire District and City Building Department staff determined that it will not be necessary to install a water line and hydrant in Sullivan Road for this project. Staff is recommending a condition of approval which states that prior to issuance of any building permits the applicant shall comply with all requirements of the UBC and Fire Codes in effect at the time of building permit application.

Power and telephone exist along the property edge with Sullivan Road and some minor disturbance of landscaped areas will be necessary to connect to it. Staff has addressed concerns for construction disturbance mitigation in the conditions of approval.

Additional utility information, regarding guarantees, easements, trenching and installation specifications, and other technical components of a final utility plan are still required to meet all of the City Engineer's requirements for an acceptable final utility plan. Staff recommends a condition of approval that a utility plan be approved by the City Engineer before any building permits are issued for this project.

Landscape Plan

Part of the existing proposal is to retain as many existing trees as possible and to maintain the open yard area between the two houses on Park Avenue. Three of the larger box elder trees towards the back of the property will be removed. The other seven large box elders will remain, as will the existing spruce, lilac, honeysuckle, and apple trees. One large apple tree along Park Avenue is in poor condition and may not be worth preserving.

Staff drafted conditions to address the protection of the trees and vegetation during construction and utility installation in order to preserve trees as indicated on the site plan. This information is included as part of the draft construction mitigation plan (CMP) submitted by the applicant. This CMP will be finalized after staff completes a full review of the condition of all existing vegetation In addition, a landscape plan to address how the site will be re-vegetated and landscaped after construction is complete, is required as part of the building permit submittal, as a condition of approval.

Access

Access to the three new units is proposed off of Sullivan Road. The house at 1274 currently has sole vehicular access off of Sullivan Road and 1266 currently uses Park Avenue. These properties are located adjacent to the south end of the park. In this location the City has paved Sullivan Road and constructed a sidewalk and parking lot on the east side of Sullivan Road. The lot is primarily used for overflow during high activity days at City Park as well as for the Park City Education Center across Park Avenue. The south end of the lot is currently used by an auto dealership for temporary parking of 20 to 30 cars. The City recently purchased this property for a future, yet to be determined, use.

Pedestrian access to Park Avenue from City Park

A paved pedestrian path between Park Avenue and Sullivan Road is located along the south property line of the adjacent property, to the south (approximately 100' to the south). The applicants propose a fence and low garden gate at their walk way entrance from Sullivan Road to prevent stray pedestrian traffic from using this site as a pedestrian connection from City Park to Park Avenue. If necessary in the future, a small sign can be attached to the gate to direct pedestrians to the paved public connection 100' to the south.

Sullivan Road Review Criteria

Planning Staff reviewed this proposal against the review criteria for Sullivan Road access as discussed at the September 24 and November 12, 1997 Planning Commission and the December 4, 1997 City Council meetings (see Resolution 1-97 as Exhibit E). Staff believes that this proposal complies with these criteria as follows:

1. Preservation of Historic Structures and Landscape features.

Proposed conditions of approval require facade easements, dedicated to the City, for the existing historic structures. The applicant has submitted draft agreements that are being reviewed by the city legal staff. A construction mitigation plan (CMP) addresses preservation of existing landscape features. The landscape plan addresses re-vegetation, proposed enhancements to the existing vegetation and open space areas as well.

2. Design Review under the Historic District Standards.

Proposed conditions of approval require that all new structures, and additions to the historic structures be reviewed and approved by the Historic District Commission. Porch elements facing Sullivan Road are important considerations of the architectural review. A condition of approval requires that these porch elements be included in the building design prior to review by the Historic District Commission.

3. Incorporation of Pedestrian and Landscape improvements along Park Avenue and Sullivan Road.

There are existing 5' sidewalks along Park Avenue and Sullivan Road. The Planning Commission discussed the issue of wider sidewalks on Park Avenue and determined that the existing sidewalks are sufficient. The landscape plan will address landscaping improvements to Park Avenue and Sullivan Road street scapes.

4. Enhanced Site Plan Considerations.

The total building coverage for these five dwelling units is considerably less than what would result from the allowable density and coverage. Density proposed is 5 units for the 0.50 acre site, which is less than half of the 14 units allowed by the zone. Setbacks between structures are enhanced over individual houses on the lots. The site plan provides the equivalent of a front setback off of Sullivan Road, 15' for buildings and 10' for the garage for unit 4. A specific development plan, including a site plan, is attached as a condition of plat approval. Staff is recommending a condition of approval that states that if significant changes to the development plan are proposed, those changes shall be reviewed and approved by the Planning Commission. The Community Development Director shall determine whether proposed changes are significant and should be reviewed by the Planning Commission.

5. Parking Mitigation.

No parking will be allowed in the front yard setbacks on Sullivan Road or Park Avenue for any new structure. Parking for the existing structure at 1266 Park Avenue currently exists within the front yard setbacks and the applicant requests this parking remain as shown. All parking for the new units will be within garages. Parking is provided at the current ratio required for single family and duplex units in the HR-1 zone, which is 2 spaces per unit.

6. Utility Considerations.

Major utility installation will occur off of Park Avenue. The current location of telephone and power is along the rear lot line along side Sullivan Road. The CMP will address impacts to Sullivan Road and City Park which may result from connecting in to these lines. Water and Sewer will connect into the Park Avenue lines. Natural Gas is in Park Avenue as well. Staff included a condition of approval that if significant changes to the development plans, including the utility plan, are proposed, those changes would have to be brought back to the Planning Commission for review and approval. The Community Development Director and City Engineer shall determine when the proposed changes are significant.

Summary

The proposed plat, as conditioned, is consistent with all requisite requirements of the Land Management Code. The proposal reduces the potential density of development which could occur under the RM zoning district for these existing platted lots. Two significant historic structures are preserved with facade easements dedicated to the City. Existing landscaping along Park Avenue is preserved and enhanced to provide historic context for the two historic structures and the entrance to Park City's historic district. The proposed site and utility plans are consistent with the Planning Commission's and Parks Board's review criteria as stated in the two Resolutions (the May 29, 1997 Parks, Recreation, and Beautification Board's and the December 18, 1997, City Council's) pertaining to projects requesting vehicular access to Sullivan Road.

E. Public Notice

This amendment and public hearing were noticed on September 23, 1997. Letters were sent to property owners within 300' of the property. As of the date of this staff report, no public comment has been received by Planning staff.

F. Department Review

This proposal has been reviewed numerous times by the staff during the past year. The City Attorney and City Engineer will review the plat and development plans prior to recordation of the plat for compliance with the Land Management Code and all conditions of approval.

ALTERNATIVES:

A. Approve with conditions the proposed plat amendment to combine Lots 14- 19, 26-31, and the south half of Lots 20 and 25, Block 57 of the Snyder's Addition to the Park City Survey into one lot allowing the lot to accommodate, in common ownership, two existing historic structures, one new duplex, and one new detached single family structure.

B. Deny the proposed plat amendment and retain the original configuration of lots within the Snyder's Addition Subdivision which may allow for individual development of each lot.

C. Continue the item and request further evaluation from the City Staff.

SIGNIFICANT IMPACTS:

The proposed amendment and site plan results in an additional three dwelling units which meet the minimum lot size, density, and setback requirements for development in the RM district. The plat amendment reduces the potential density of development on the lots. Given the required setbacks, historic district design review, facade easements for the historic structures, preservation of existing vegetation and open space along Park Avenue, and compliance with the Sullivan Road access review criteria, the lot combination results in proposed structures which are compatible in mass and scale with the immediate neighborhood.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the plat amendment is not approved as proposed, there is a potential for the nine vacant lots to be developed with single family homes provided the development proposals are consistent with requirements of the Land Management Code for lot and site requirements, utilities, and public improvements. There are currently no provisions in the Land Management Code for design review of single family residences in the RM zone.

PLANNING COMMISSION ACTION:

On October 8, 1997 the Commission held a public hearing on the proposal. One neighbor spoke in favor of the project. At the November 12, 1997 meeting, the Commission forwarded to City Council a positive recommendation of approval with findings of fact, conclusions of law, and conditions of approval as stated in this staff report.

RECOMMENDATION:

Staff recommends that the City Council approve the proposed plat amendment and associated development plans, including the site plan, utility plan, and construction mitigation plan for 1266 and 1274 Park Avenue subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located in the RM, Residential Medium Density, zoning district.

2. There are two existing structures on this property. The two structures at 1266 Park Avenue and 1274 Park Avenue were determined historically significant by the Historic District Commission on October 14, 1996. The two historic structures contribute to the historic street scape along Park Avenue, which is the entry corridor to the Park City Historic District.

3. Historic structures are a valuable asset which contribute to the distinct character of the Park City community. It is desirable for new construction in the vicinity of historic homes to be compatible with the mass, scale, and architecture of the Park City Historic District.

4. There are several significant trees on the property. There is a well vegetated open yard area between the two historic structures which contributes positively to the historic residential character of the Park Avenue street scape.

5. The proposed plat amendment will combine twelve platted lots and two platted half lots into one parcel for the purposes of construction of two additional structures to be commonly owned with the existing structures under one family, entity, or corporation. The property subject to this plat amendment consists of approximately 0.50 acres.

6. An existing shed encroaches on the far north property line behind the existing structure at 1274 Park Avenue.

7. The proposed plat amendment and associated development plans reduce the potential density on Park Avenue by creating one lot for five units instead of allowing potential development of the nine vacant lots, or the potential development of a total of 14 multi-family units under the RM District requirements.

8. This plat amendment is associated with specific development plans submitted for approval by the Planning Commission on November 12, 1997, including a site plan for unit layout, access and circulation; a utility plan for location of utilities; a construction mitigation plan for mitigation of construction disturbance and protection of existing vegetation during construction; and a preliminary landscape plan.

9. A financial guarantee for all public improvements is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner.

10. This property has frontage on platted Eastern Avenue, which is currently overlapped by Sullivan Road. Sullivan Road is an access driveway for the use of City Park. This property fronts onto Sullivan Road at the south end of City Park where daily recreational use is less intensive than the daily use of the central and north sections of City Park. The area of Sullivan Road adjacent to this property is paved with a sidewalk on the east side and striped for overflow parking for City Park and Park City Education Center activities.

11. The existing house at 1274 Park Avenue does not have a driveway to Park Avenue and has been allowed to use a driveway off of Sullivan Road for access.

12. The existing house at 1266 Park Avenue has used a driveway off of Park Avenue for historical access.

13. A paved public pedestrian connection between Sullivan Road and Park Avenue exists along the south property line of the property immediately adjacent to the south property line of subject property.

14. There is an existing 5' concrete paved sidewalk along the Park Avenue frontage which connects to 5' concrete paved sidewalks along the adjacent properties to the north and south.

15. Construction activity on this property will have impacts on Park Avenue, Sullivan Road, City Park, and the adjacent properties.

16. The applicant stipulates to the conditions of approval.

Conclusions of Law

1. There is good cause for this plat amendment.

2. Neither the public nor any person will be materially injured by the proposed plat amendment as conditioned.

3. Approval of the plat amendment as conditioned does not adversely affect the health, safety and welfare of the citizens of Park City.

4. The proposal as conditioned is consistent with all applicable sections of the Land Management Code, including Chapters 7, 8, 13, and 15 and State Subdivision requirements.

Conditions of Approval

1. City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval is a condition precedent to plat recordation.

2. All standard project conditions shall apply.

3. A financial guarantee, for the value of all public improvements to be completed, shall be provided to the City prior to plat recordation. All public improvements shall be completed according to City standards and accepted by the City Engineer prior to release of this guarantee.

4. All associated development plans, including the site plan, utility plan, and construction mitigation plan as submitted to and reviewed by the Planning Commission on November 12, 1997, shall be referred to, by note on the plat, as the development plans approved in association with the subject plat approval.

5. There shall be a note on the plat, and a Grant of Easement, in a form approved by the City Attorney and Community Development Department, granting facade easements for both 1266 and 1274 Park Avenue as a condition precedent to plat recordation.

6. Any future additions to the existing historic structures shall be consistent with requirements stated in the recorded facade easement and shall be reviewed and approved by the Historic District Commission prior to issuance of any building permits. A note shall be added to the plat indicating the following: 1) All new

construction shall be reviewed and approved by the Historic District Commission prior to issuance of any building permits. 2) All new construction shall be compatible with the design and character of the existing structures and the historic rhythm and scale of Park Avenue. 3) Porch elements facing Sullivan Road shall be incorporated into the designs to be reviewed by the Historic District Commission.

7. The shed encroachment behind the 1274 Park Avenue house shall be resolved by the applicant prior to recording of the plat, either by dedication of an easement, relocation of the shed, or by other means acceptable to the City Attorney.

8. Any significant changes to the development plans associated with this plat amendment, as determined by the Community Development Director, including the site plan, utility plan, and construction mitigation plan, shall be reviewed and approved by the Planning Commission. The construction mitigation plan must outline specific measures to be undertaken during construction to preserve all existing vegetation identified on the site plan.

9. The final plat shall be recorded at the County within one year from the date of City Council approval. If recordation has not occurred within the one year time frame, this approval and the plat shall be considered null and void.

10. A building permit for construction of new buildings or major renovations of the existing buildings on the subject property may not be issued until this plat amendment is recorded.

11. Prior to issuance of any building permits for the new buildings, including excavation permits, or major renovations of the existing buildings, the applicant shall submit to the City for review and approval a final landscape plan, consistent with the construction mitigation plan and utility plan, showing how the site will be re-vegetated and landscaped. A landscape guarantee will be collected at the time of building permit issuance in conformance with standard City requirements.

12. Prior to issuance of any building permits the applicant shall comply with all requirements of the UBC and Fire Codes in effect at the time of building permit application. A note shall be added to the plat indicating that modified 13-D residential fire sprinkler systems are required.

13. The City Engineer shall review and approve appropriate grading, utility, public improvements, and drainage plans for compliance with City Standards as a condition precedent to permit issuance.

EXHIBITS:

Exhibit A- Proposed plat amendment
Exhibit B- Location map
Exhibit C- Site plan/existing conditions

M:\CDD\KAW\PC97\1266PRK.REP

Ordinance No. 97-

AN ORDINANCE APPROVING A PLAT AMENDMENT TO THE SNYDER'S ADDITION TO THE PARK CITY SURVEY TO COMBINE LOTS 14-19, 26-31, AND THE SOUTH HALF OF LOTS 20 AND 25 OF BLOCK 57, LOCATED AT 1266 AND 1274 PARK AVENUE, PARK CITY, UTAH

WHEREAS, the owners of the property known as 1266 and 1274 Park Avenue petitioned the City Council for approval of a revision to the Snyder's Addition to the Park City Survey plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on October 8, 1997, to receive input on the proposed plat amendment; and

WHEREAS, the Planning Commission, on November 12, 1997, forwarded a positive recommendation to the City Council; and

WHEREAS, on December 18, 1997, the City Council held a public hearing to receive input on the proposed plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed plat amendment as conditioned.

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

SECTION 1. FINDINGS. The following findings are hereby adopted.

1. The property is located in the RM, Residential Medium Density, zoning district.

2. There are two existing structures on this property. The two structures at 1266 Park Avenue and 1274 Park Avenue were determined historically significant by the Historic District Commission on October 14, 1996. The two historic structures contribute to the historic street scape along Park Avenue, which is the entry corridor to the Park City Historic District.

3. Historic structures are a valuable asset which contribute to the distinct character of the Park City community. It is desirable for new construction in the vicinity of historic homes to be compatible with the mass, scale, and architecture of the Park City Historic District.

4. There are several significant trees on the property. There is a well vegetated open yard area between the two historic structures which contributes positively to the historic residential character of the Park Avenue street scape.

5. The proposed plat amendment will combine twelve platted lots and two platted half lots into one parcel for the purposes of construction of two additional structures to be commonly owned with the existing structures under one family, entity, or corporation. The property subject to this plat amendment consists of approximately 0.50 acres.

6. An existing shed encroaches on the far north property line behind the existing structure at 1274 Park Avenue.

7. The proposed plat amendment and associated development plans reduce the potential density on Park Avenue by creating one lot for five units instead of allowing potential development of the nine vacant lots, or the potential development of a total of 14 multi-family units under the RM District requirements.

8. This plat amendment is associated with specific development plans submitted for approval by the Planning Commission on November 12, 1997, including a site plan for unit layout, access and circulation; a utility plan for location of utilities; a construction mitigation plan for mitigation of construction disturbance and protection of existing vegetation during construction; and a preliminary landscape plan.

9. A financial guarantee for all public improvements is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner.

10. This property has frontage on platted Eastern Avenue, which is currently overlapped by Sullivan Road. Sullivan Road is an access driveway for the use of City Park. This property fronts onto Sullivan Road at the south end of City Park where daily recreational use is less intensive than the daily use of the central and north sections of City Park. The area of Sullivan Road adjacent to this property is paved with a sidewalk on the east side and striped for overflow parking for City Park and Park City Education Center activities.

11. The existing house at 1274 Park Avenue does not have a driveway to Park Avenue and has been allowed to use a driveway off of Sullivan Road for access.

12. The existing house at 1266 Park Avenue has used a driveway off of Park Avenue for historical access.

13. A paved public pedestrian connection between Sullivan Road and Park Avenue exists along the south property line of the property immediately adjacent to the south property line of subject property.

14. There is an existing 5' concrete paved sidewalk along the Park Avenue frontage which connects to 5' concrete paved sidewalks along the adjacent properties to the north and south.

15. Construction activity on this property will have impacts on Park Avenue, Sullivan Road, City Park, and the adjacent properties.

16. The applicant stipulates to the conditions of approval.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned plat amendment, that neither the public nor any person will be materially injured by the proposed amendment and that the proposal is consistent with both the Park City Land Management Code and State subdivision requirements.

SECTION 3. PLAT APPROVAL. The plat amendment to combine Lots 14-19, 26-31, and the south half of Lots 20 and 25, Block 57, Snyder's Addition to the Park City Survey, known as 1266 and 1274 Park Avenue Replat, is approved as shown on Exhibit A, with the following conditions:

1. City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval is a condition precedent to plat recordation.

2. All standard project conditions shall apply.

3. A financial guarantee, for the value of all public improvements to be completed, shall be provided to the City prior to plat recordation. All public improvements shall be completed according to City standards and accepted by the City Engineer prior to release of this guarantee.

4. All associated development plans, including the site plan, utility plan, and construction mitigation plan as submitted to and reviewed by the Planning Commission on November 12, 1997, shall be referred to, by note on the plat, as the development plans approved in association with the subject plat approval.

5. There shall be a note on the plat, and a Grant of Easement, in a form approved by the City Attorney and Community Development Department, granting facade easements for both 1266 and 1274 Park Avenue as a condition precedent to plat recordation.

6. Any future additions to the existing historic structures shall be consistent with requirements stated in the recorded facade easement and shall be reviewed and approved by the Historic District Commission prior to issuance of any building permits. A note shall be added to the plat indicating the following: 1) All new construction shall be reviewed and approved by the Historic District Commission prior to issuance of any building permits. 2) All new construction shall be compatible with the design and character of the existing structures and

the historic rhythm and scale of Park Avenue. 3) Porch elements facing Sullivan Road shall be incorporated into the designs to be reviewed by the Historic District Commission.

7. The shed encroachment behind the 1274 Park Avenue house shall be resolved by the applicant prior to recording of the plat, either by dedication of an easement, relocation of the shed, or by other means acceptable to the City Attorney.

8. Any significant changes to the development plans associated with this plat amendment, as determined by the Community Development Director, including the site plan, utility plan, and construction mitigation plan, shall be reviewed and approved by the Planning Commission. The construction mitigation plan must outline specific measures to be undertaken during construction to preserve all existing vegetation identified on the site plan.

9. The final plat shall be recorded at the County within one year from the date of City Council approval. If recordation has not occurred within the one year time frame, this approval and the plat shall be considered null and void.

10. A building permit for construction of new buildings or major renovations of the existing buildings on the subject property may not be issued until this plat amendment is recorded.

11. Prior to issuance of any building permits for the new buildings, including excavation permits, or major renovations of the existing buildings, the applicant shall submit to the City for review and approval a final landscape plan, consistent with the construction mitigation plan and utility plan, showing how the site will be re-vegetated and landscaped. A landscape guarantee will be collected at the time of building permit issuance in conformance with standard City requirements.

12. Prior to issuance of any building permits the applicant shall comply with all requirements of the UBC and Fire Codes in effect at the time of building permit application. A note shall be added to the plat indicating that modified 13-D residential fire sprinkler systems are required.

13. The City Engineer shall review and approve appropriate grading, utility, public improvements, and drainage plans for compliance with City Standards as a condition precedent to permit issuance.

<u>**ACTION 4. EFFECTIVE DATE.**</u> This Ordinance shall take effect upon publication.
PASSED AND ADOPTED this 18th day of December, 1997.

PARK CITY MUNICIPAL CORPORATION

____

Bradley A. Olch, MAYOR

ATTEST:

Jan Scott, City Recorder

APPROVED AS TO FORM:

Mark Harrington, Deputy City Attorney

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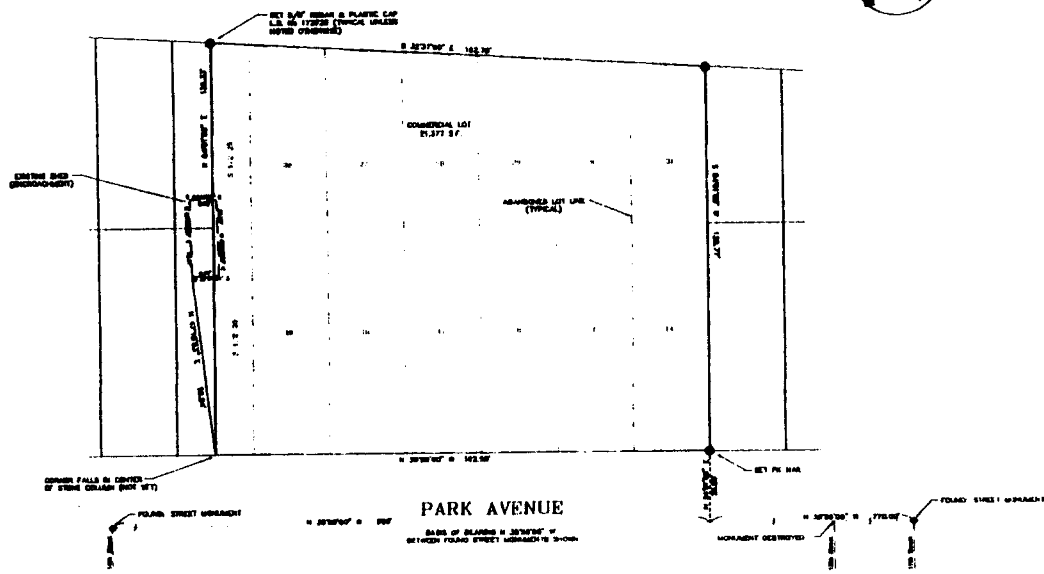
EXHIBIT A

BOYLE PROPERTY PLAT AMENDMENT

LOTS 14 THRU 19, 26 THRU 31 AND THE SOUTH HALF OF LOTS 20 & 25, BLOCK 57, SNYDERS ADDITION TO PARK CITY
LYING WITHIN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH



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SCALE: 1"=20'

RECEIVED
DEC 15
PARK CITY PLANNING DEPT.

CITY COUNCIL APPROVAL	CITY ENGINEER	CITY PLANNING COMMISSION	SEWER DISTRICT APPROVAL	APPROVAL AS TO FORM	RECORDED
PRESENTED TO THE BOARD OF ______ CITY COUNCIL THIS ____ DAY OF ____ A.D. 19__ AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED.	APPROVED AND ACCEPTED BY THE ______ CITY ENGINEERING DEPARTMENT ON THIS ____ DAY OF ______ A.D. 19__	APPROVED AND ACCEPTED BY THE ______ CITY PLANNING COMMISSION ON THIS ______ DAY OF ______ A.D. 19__	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS THIS ____ DAY OF ______ A.D. ______	APPROVED AS TO FORM ON THIS ______ DAY OF ______ A.D. 19__	Nº ______ STATE OF ______ COUNTY OF ______ RECORDED AND FILED AT THE REQUEST OF:
MAYOR / CITY RECORDER	CITY ENGINEER	CHAIRMAN	S.B.S.I.D.	CITY ATTORNEY	COUNTY RECORDER

THE JACK JOHNSON COMPANY
1777 Sun Peak Dr. • Park City, Utah 84098
(801) 649-9000 • fax (801) 649-1830

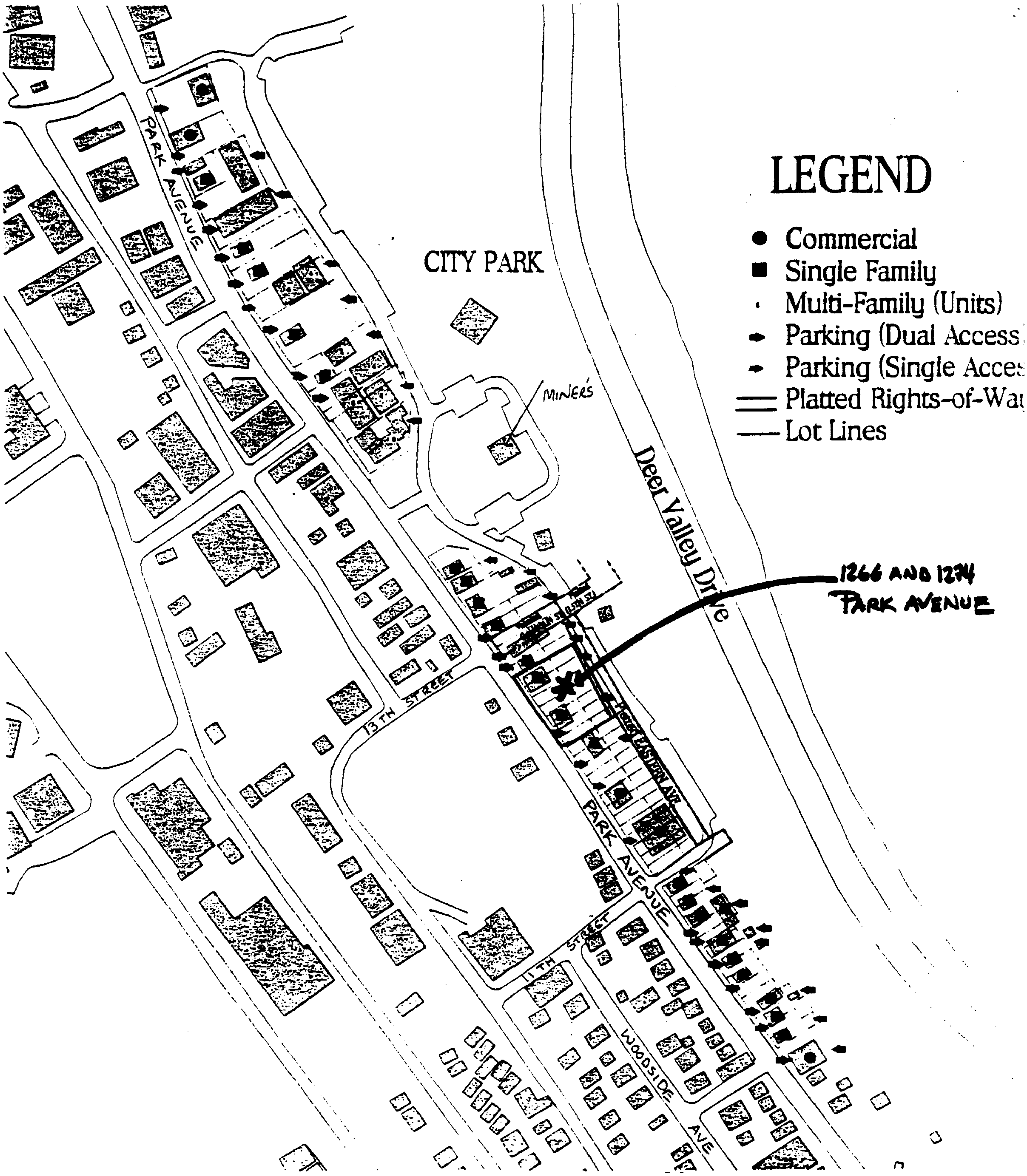

LEGEND
Commercial
Single Family
Multi-Family (Units)
Parking (Dual Access
Parking (Single Acces
Platted Rights-of-Wa
Lot Lines
CITY PARK
PARK AVENUE
MINER'S
Deer Valley Drive
1266 AND 1274 PARK AVENUE
13TH STREET
PARK AVENUE
11TH STREET
WOODSIDE AVE
N

EXHIBIT B

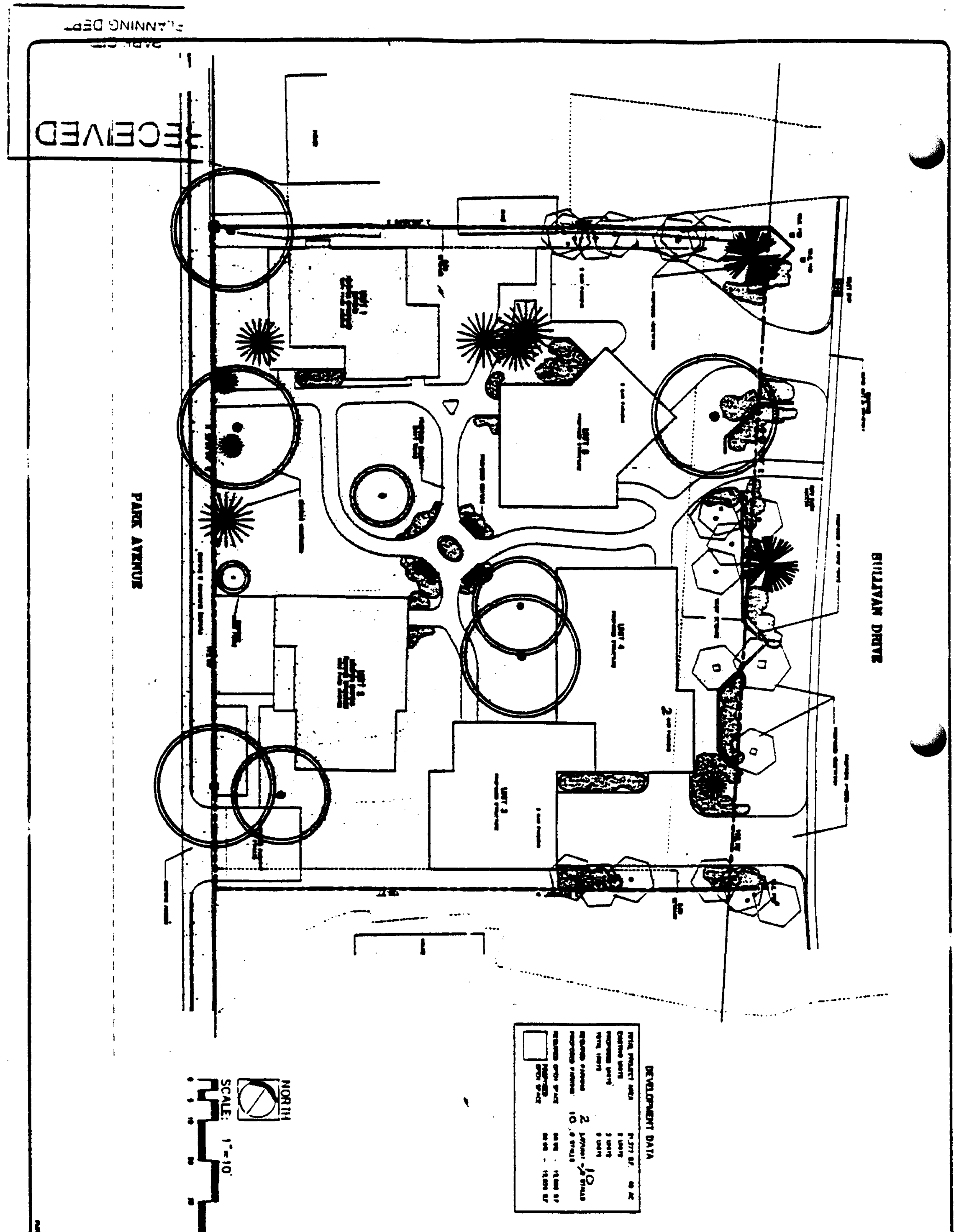
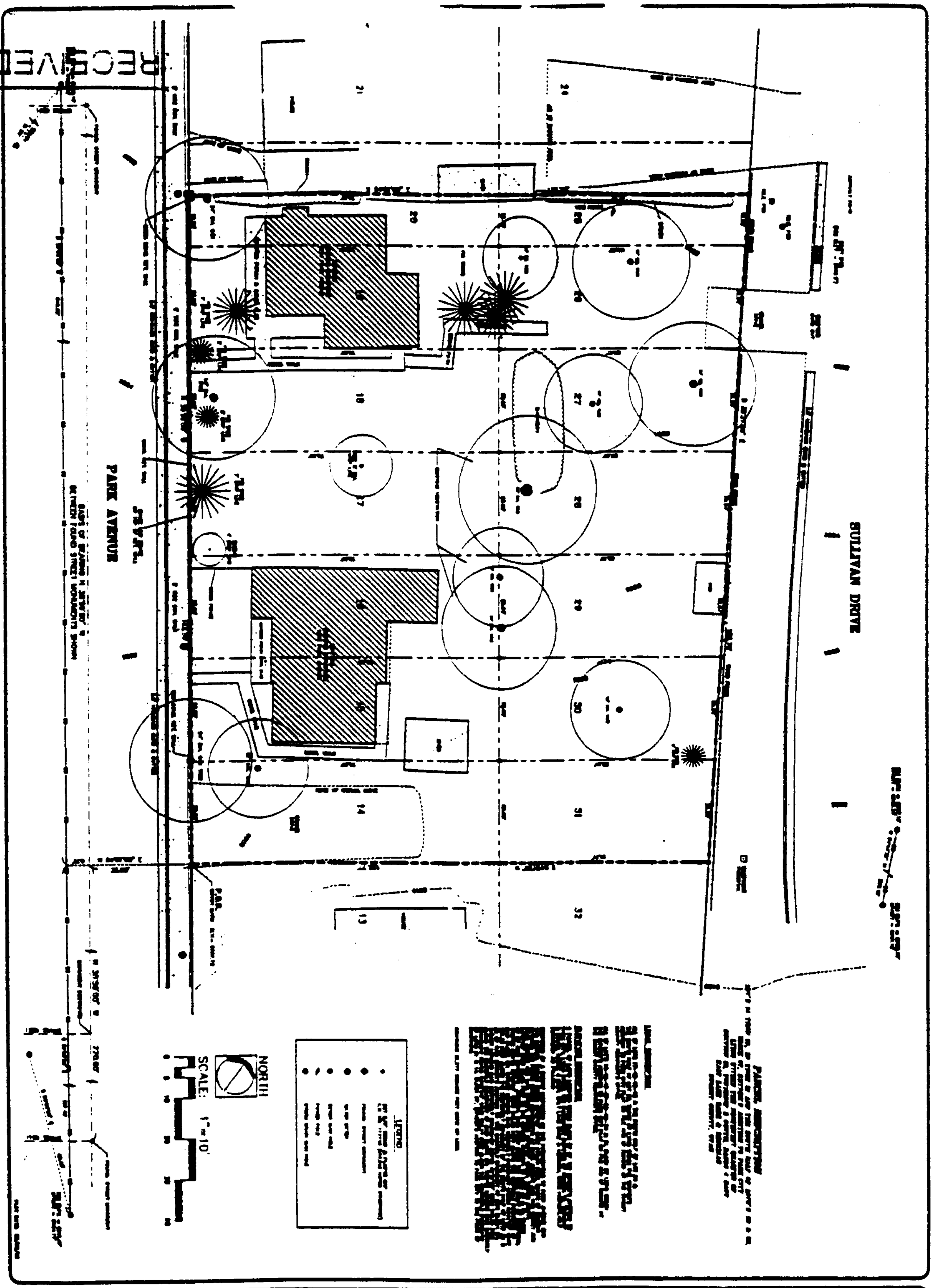


EXHIBIT C

BOYLE MULTI-FAMILY

Preliminary Site Plan

THE JA[...]
JOHNSON
COMPANY



BOYLE MULTI-FAMILY
Existing Conditions

THE JACK JOHNSON COMPANY

EXHIBIT C

PARK CITY

CITY COUNCIL REPORT

DATE: December 18, 1997
DEPARTMENT: Planning Department
AUTHOR: Alison Kuhlow
TITLE: 1212 Empire Avenue - Plat Amendment
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Adopt the attached Ordinance approving the replat which combines Lots 1, 2, 3, 4, 5, 6, 39, 40 and the easterly sixty (60) feet of Lots 43 and 44, Block 18, Snyders Addition to the Park City Survey, into one (1) lot for development.

DESCRIPTION:

A. Topic.

PROJECT STATISTICS

Applicant:	Hank Louis, General Partner, Foghorn Leghorn LTD. Marty Volla
Location:	1212 Empire Avenue
Zoning:	Recreation Commercial District - RC
Adjacent Land Uses:	Residential
Date of Application:	December 11, 1996
Project Planner:	Alison Kuhlow

B. Background.

The project site is located at 1212 Empire Avenue in the Recreation Commercial District (RC) west of the Carl Winters School, and includes the lots upon which the Innbruck Inn is located. The project involved a request for a Small Scale MPD and a Plat Amendment. A Plat Amendment is necessary to combine eight (8) lots and portions of two lots to create one 18,000 square foot development parcel. The Plat Amendment was processed concurrently with the Master Planned Development through the Planning Commission and was approved at the November 12, 1997 Planning Commission Meeting.

The applicant applied for a Determination of Significance for the Innsbruck Inn and its associated structures and was granted a Certificate of Demolition by the Planning Department on October 1, 1997. The applicant is currently working with Staff on possible sites for the relocation of the buildings to be potentially used as affordable housing.

If the Plat Amendment is approved, the applicant proposes to construct eighteen one bedroom units approximately 970 square feet each, with an enclosed, partially underground parking garage for eighteen (18) automobiles, mechanical equipment and owner-storage closets. The applicant has discussed condominiumizing the structure once construction has begun.

M:\CDD\AEK\1997\CC\EMPR1212.PLT

The building is proposing three pedestrian access corridors, one off of Empire Avenue, one off of Norfolk Avenue and a direct entry to the building and deck off of the 12th Street stairway. The applicant is working with the City on constructing the 12th Street stairways which will be dedicated back to the City after construction.

The applicant requested an increase in building height by 2½ in one area of the project to allow for certain roof forms. Section 10.9 (f) Variations on Height Requirements, allows the Planning Commission, to approve, disapprove, or approve with modifications a request for an increase in the allowable height of the building by no more than 25% of the maximum building height. The Planning Commission, at the November 12, 1997 meeting approved the height exception based on the Findings that the natural grades on the site have been modified, and the proposed additional height is the minimum allowed to accommodate the proposed roof design and is compatible with good planning practices and good design.

The Small Scale Master Planned Development proposed complies with the requirements for the RC District as outlined below.

		Code Requirements RC Zone and MPD	Proposed
Density		9 Unit Equivalents	9/.50 one bedroom unit equivalents = 18 one bedroom units
Setbacks			
	• Front	20 feet	20 feet
	• Sides	10 feet	10 feet
	• Rear	10 feet	10 feet above ground 5 feet underground garage
Parking		18 parking spaces	18 parking spaces
Height		40 feet*	42½ feet
Open Space		60%	60%
Lot Size		18,000 square feet [1]	18,000 square feet

*height compliance is determined at the time of building permit issuance

The Staff is asking the City Council to discuss the plat amendment and to consider Staff's recommendation to adopt the attached ordinance to combine the lots at 1212 Empire Avenue.

C. Analysis

This request is to formally combine eight (8) lots and portions of two lots to create one 18,000 square foot development parcel. The size of the structure located on the parcel will be limited by the setbacks, density and heights as approved through the Small Scale Master Planned Development.

[1] 18,000 square feet are necessary to develop eighteen (18) one bedroom units in the RC District.

Lot combinations which result in larger than standard lots have been allowed in the past, in the RC District areas where the ownership pattern is one of several lots and surrounding structures are larger than typical old town homes. In the surrounding area, the lot ownership pattern is typically four or more contiguous lots. Lots, in the area, range in size from approximately 2,812 square feet to subdivisions incorporating five (5) or more standard old town lots.

D. Notice.

Notice of the Planning Commission hearing was sent to property owners within 300' on October 27, 1997. Staff did not receive comment at the time of the public hearing. Notice of the City Council public hearing was published in the Park Record on December 176, 1997. No comments were received at the time this report was written.

F. Department Review.

The Community Development Department has reviewed this request. The City Attorney and City Engineer will review the plat prior to recordation. The request was discussed at a Staff Review Meeting on September 9, 1997, where representatives from local utilities and City Staff were in attendance. Discussion focused on fire access to the southwest corner of the property, ADA requirements and snow shed. The Planning Department has worked with the applicant to resolve these issues.

ALTERNATIVES

A. Conduct a Public Hearing, consider public input and adopt the attached ordinance approving the replat which combines Lots 1, 2, 3, 4, 5, 6, 39, 40 and the easterly sixty (60) feet of Lots 43 and 44, Block 18, Snyders Addition to the Park City Survey, into one (1) lot for development.

B. Conduct a Public Hearing, consider input and deny the request for a plat amendment at 1212 Empire Avenue.

C. The Planning Commission may continue the hearing for more information and discussion and direct the applicant and Staff as to desired changes.

SIGNIFICANT IMPACTS:

The proposed amendment will result in one (1) lot which is larger than the standard "Old Town" lot measuring 25' x 75'. The plat amendment will allow for the construction of eighteen (18) one bedroom units. Given the required setbacks, density, and height, as approved through the Small Scale Master Planned Development, and the predominant ownership pattern and structure size in the area, the lot combination results in proposed structure which is compatible in mass and scale with the immediate neighborhood.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the plat amendment is not approved as proposed, the applicant could construct eight (8) single family homes on the parcel. The single family homes would be limited by the HR-1 regulations as stated within the Land Management Code.

RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing, consider public input and adopt the attached ordinance to amended Record of Survey for 1212 Empire Avenue based on the following Findings of Fact, Conclusions of Law and Conditions of approval;

Findings of Fact

1. The property is located in the Recreation Commercial (RC) District.

2. The proposed Plat Amendment will combine eight (8) lots and portions of two others into one (1) parcel in order to allow for the development of an eighteen (18) unit residential structure.

3. The parcel is located on a steep infill parcel in a built out area. Snow storage opportunities are limited in this area.

4. The owners currently owns only portions of Lots 43 and 44, Block 18, Snyders Addition to the Park City Survey.

5. A Small Scale Master Planned Development was approved for this parcel on November 12, 1997, by the Planning Commission.

6. The applicant stipulates to the conditions of approval

Conclusions of Law:

1. There is good cause for the amendment.

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

3. The proposal is consistent with both the Park City Land Management Code Chapter 7 and 15 and State subdivision requirements.

Conditions of Approval:

1. City Attorney and City Engineer review and approval of the plat amendment for compliance with the Land Management Code and these conditions of approval is a condition precedent to plat recordation.

2. A ten (10) foot non-exclusive snow storage easement along Norfolk Avenue and Empire Avenue shall be dedicated to the City on the plat.

3. All Standard Project Conditions shall apply (Please see Exhibit D - Standard Project Conditions).

4. This approval shall expire one year from the date of City Council approval, unless this plat amendment is recorded prior to that date.

5. A note shall be added to the Plat stating that no remanent lot created hereby is separately developable.

6. A Building Permit for 1212 Empire Avenue may not be issued until the Plat Amendment is recorded.

7. All MPD Conditions of Approval dated November 12, 1997, apply.

G. Exhibit

Attachment A - Location Map
Attachment B - Ordinance
Exhibit A - Plat Amendment
Exhibit B - Site Plan
Exhibit C - Elevations

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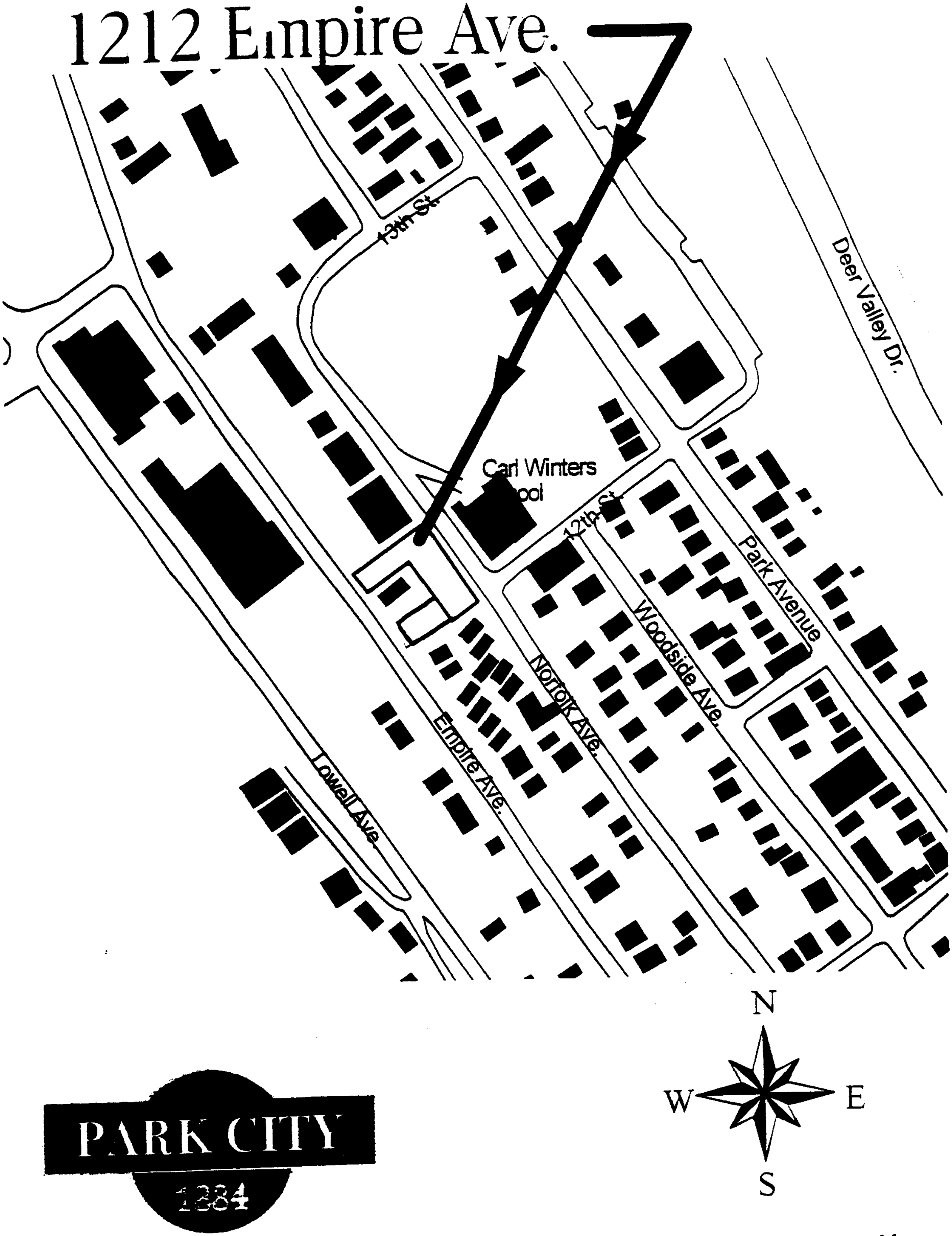


Attachment A - Vicinity Map

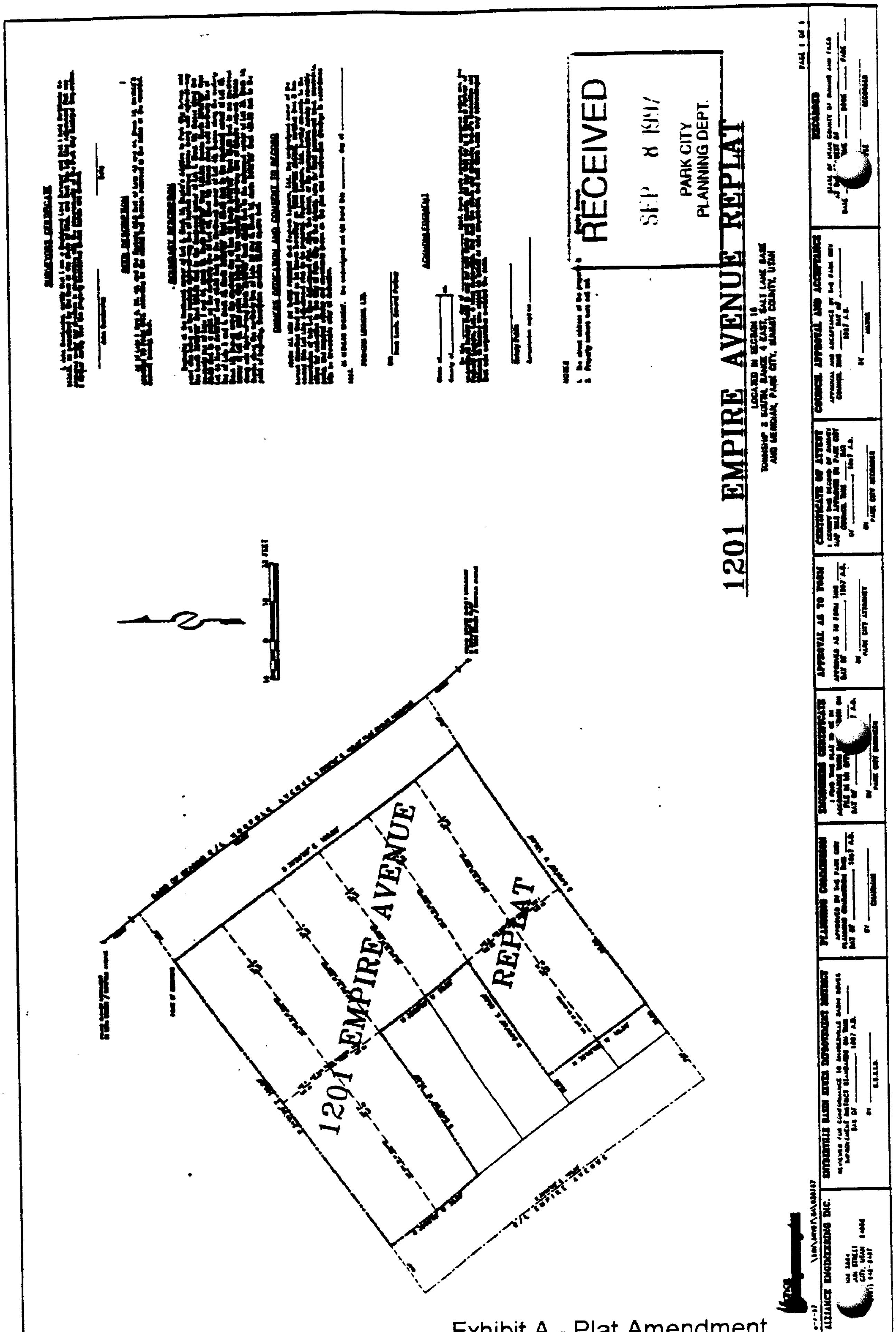


Exhibit A - Plat Amendment

AMENDMENT

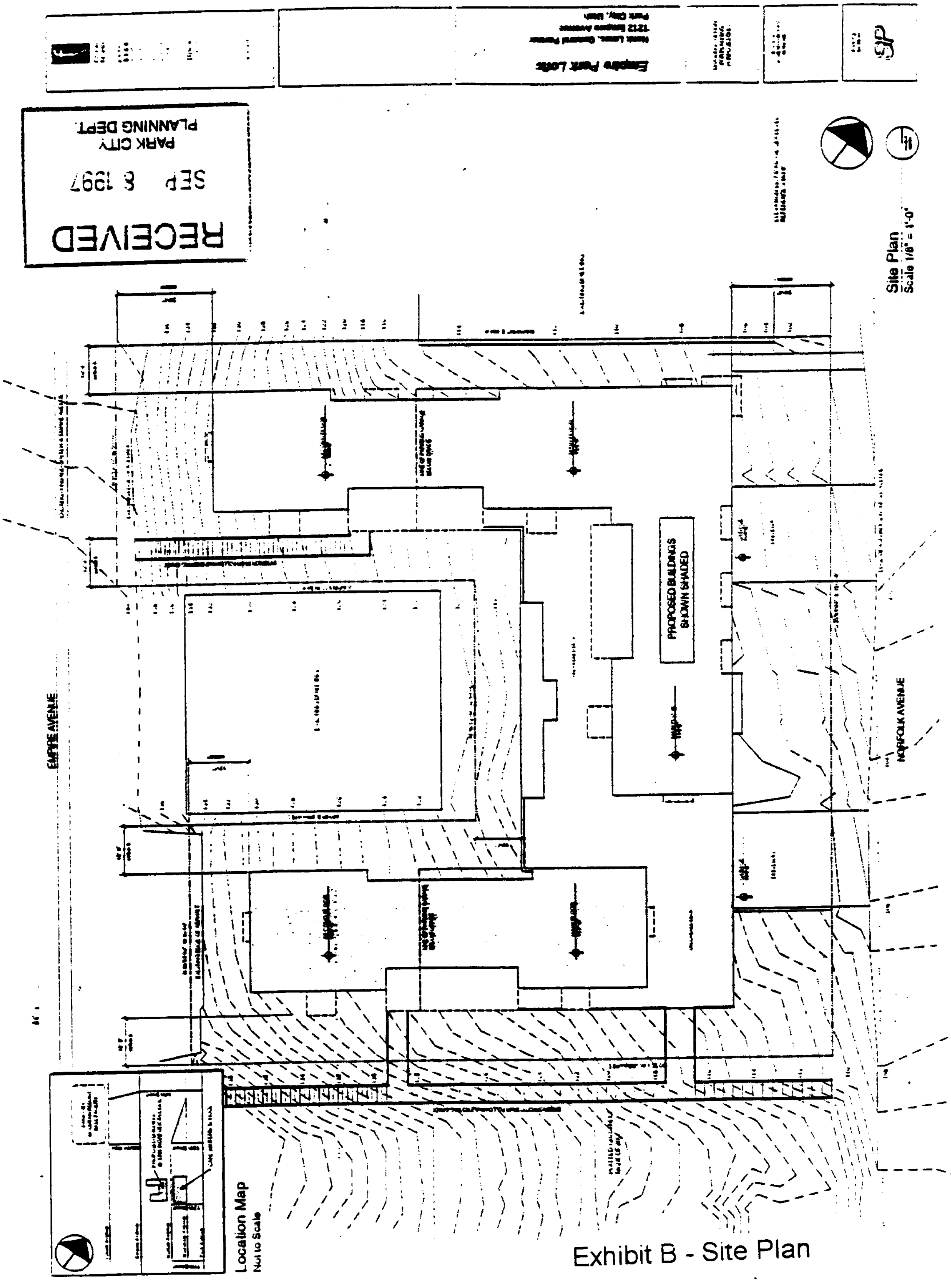


Exhibit B - Site Plan

Ordinance No. 97-

AN ORDINANCE APPROVING A PLAT AMENDMENT TO THE PARK CITY SURVEY LOTS 1, 2, 3, 4, 5, 6, 39, 40 AND THE EASTERLY SIXTY (60) FEET OF LOTS 43 AND 44, BLOCK 18, SNYDERS ADDITION LOCATED AT 1212 EMPIRE AVENUE, PARK CITY, UTAH

WHEREAS, the owners of the property known as Park City Survey Lots 1, 2, 3, 4, 5, 6, 39, 40 and the easterly sixty (60) feet of Lots 43 and 44, Block 18, Snyders Addition have petitioned the City Council for approval of a revision to the final plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on November 12, 1997, to receive input on the proposed condominium plat;

WHEREAS, the Planning Commission, on November 12, 1997, forwarded a positive recommendation to the City Council; and,

WHEREAS, on December 18, 1997, The City Council held a public hearing to receive input on the proposed plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the record of survey and plat amendment.

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

SECTION 1. FINDINGS. The following findings are hereby adopted.

1. The property is located in the Recreation Commercial (RC) District.

2. The proposed Plat Amendment will combine eight (8) lots and portions of two others into one (1) parcel in order to allow for the development of an eighteen (18) unit residential structure.

3. The parcel is located on a steep infill parcel in a built out area. Snow storage opportunities are limited in this area.

4. The owners currently owns oonly portions of Lots 43 and 44, Block 18, Snyders Addition to the Park City Survey.

5. A Small Scale Master Planned Development was approved for this parcel on November 12, 1997, by the Planning Commission.

6. The applicant stipulates to the conditions of approval

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned plat amendment, that neither the public nor any person will be materially injured by the proposed amendment and that the proposal is consistent with both the Park City Land Management Code and State subdivision requirements.

SECTION 3. PLAT APPROVAL. The amendment to the Park City Survey for Lots 1, 2, 3, 4, 5, 6, 39, 40 and the easterly sixty (60) feet of Lots 43 and 44, Block 18, Snyders Addition, is approved as shown on Exhibit A, with the following conditions:

1. City Attorney and City Engineer review and approval of the plat amendment for compliance with the Land Management Code and these conditions of approval is a condition precedent to plat recordation.

2. A ten (10) foot non-exclusive snow storage easement along Norfolk Avenue and Empire Avenue shall be dedicated to the City on the plat.

3. All Standard Project Conditions shall apply (Please see Exhibit D - Standard Project Conditions).

4. This approval shall expire one year from the date of City Council approval, unless this plat amendment is recorded prior to that date.

5. A note shall be added to the Plat stating that no remanent lot created hereby is separately developable.

6. A Building Permit for 1212 Empire Avenue may not be issued until the Plat Amendment is recorded.

7. All MPD Conditions of Approval dated November 12, 1997, apply.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.
PASSED AND ADOPTED this 18th day of December, 1997 .

PARK CITY MUNICIPAL CORPORATION

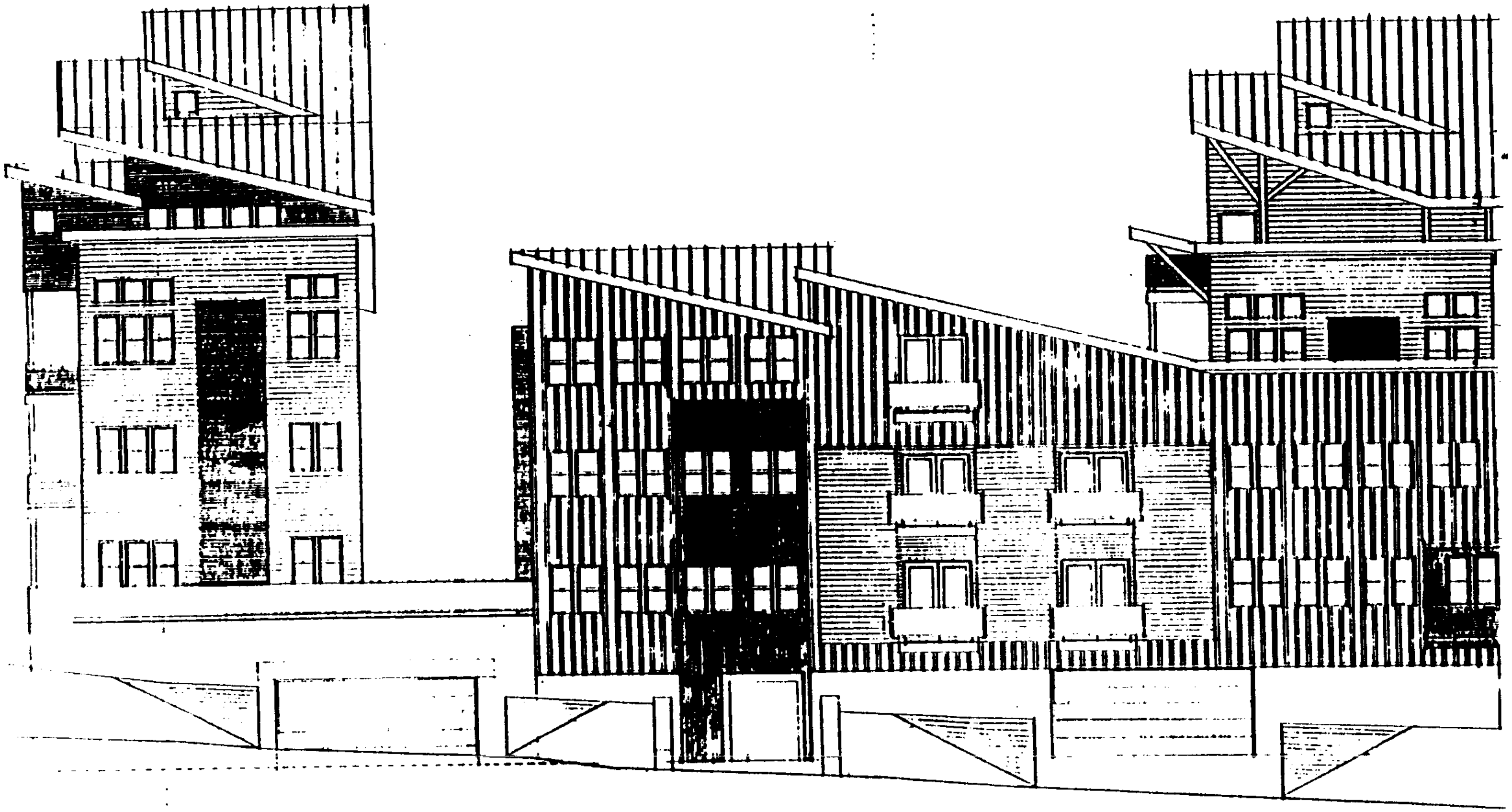
____
Bradley A. Olch, MAYOR

ATTEST:

____
Jan Scott, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, Deputy City Attorney



EMPIRE PARK LOFTS EAST (NORFOLK AVE) ELEVATION
1/8" = 1'-0" SEPTEMBER 8, 1997

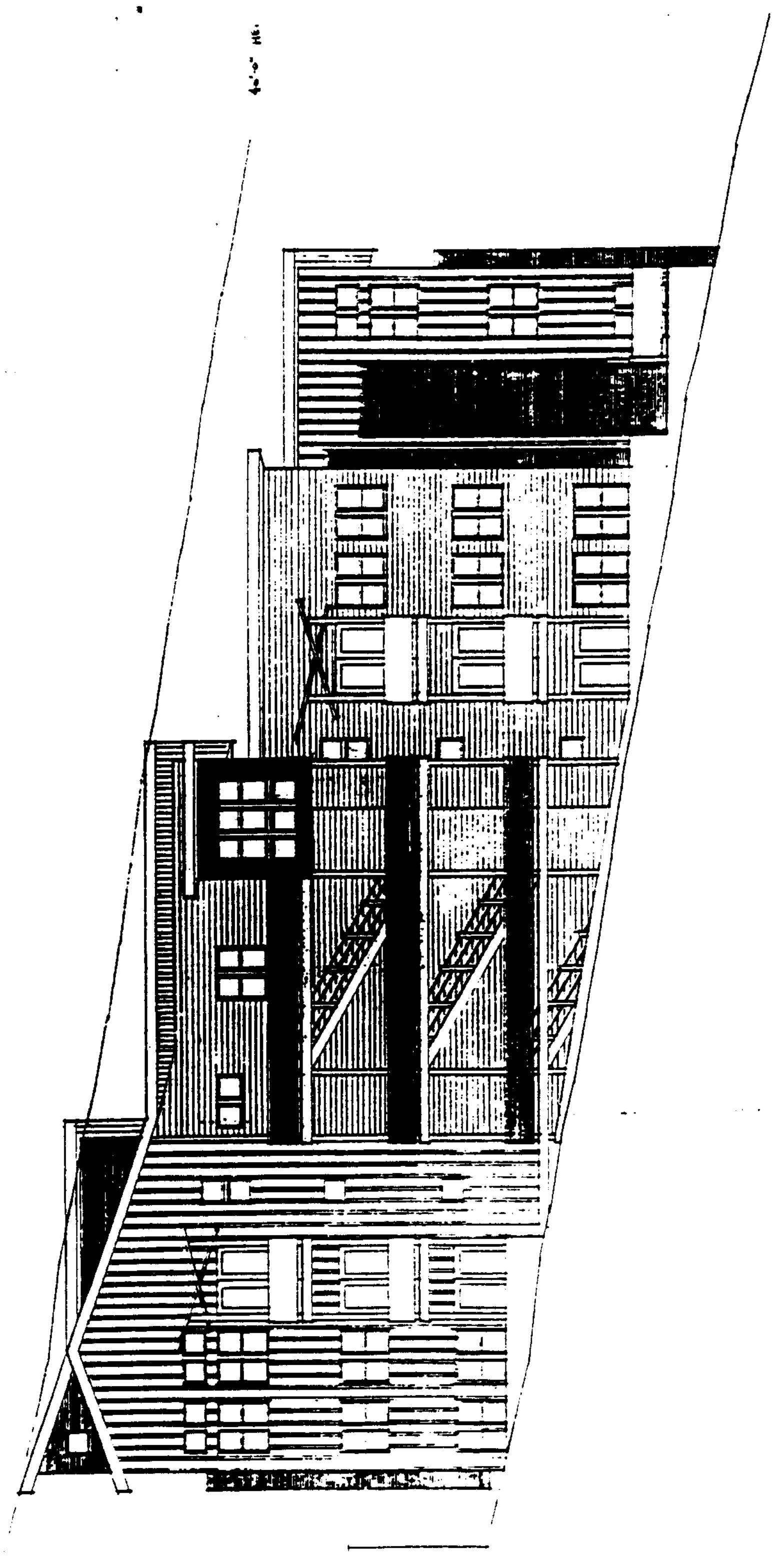
Exhibit C - Elevations

RECEIVED
SEP 8 1997
PARK CITY
PLANNING DEPT

EXHIBIT C - ELEVATIONS

EXHIBIT C - ELEVATIONS

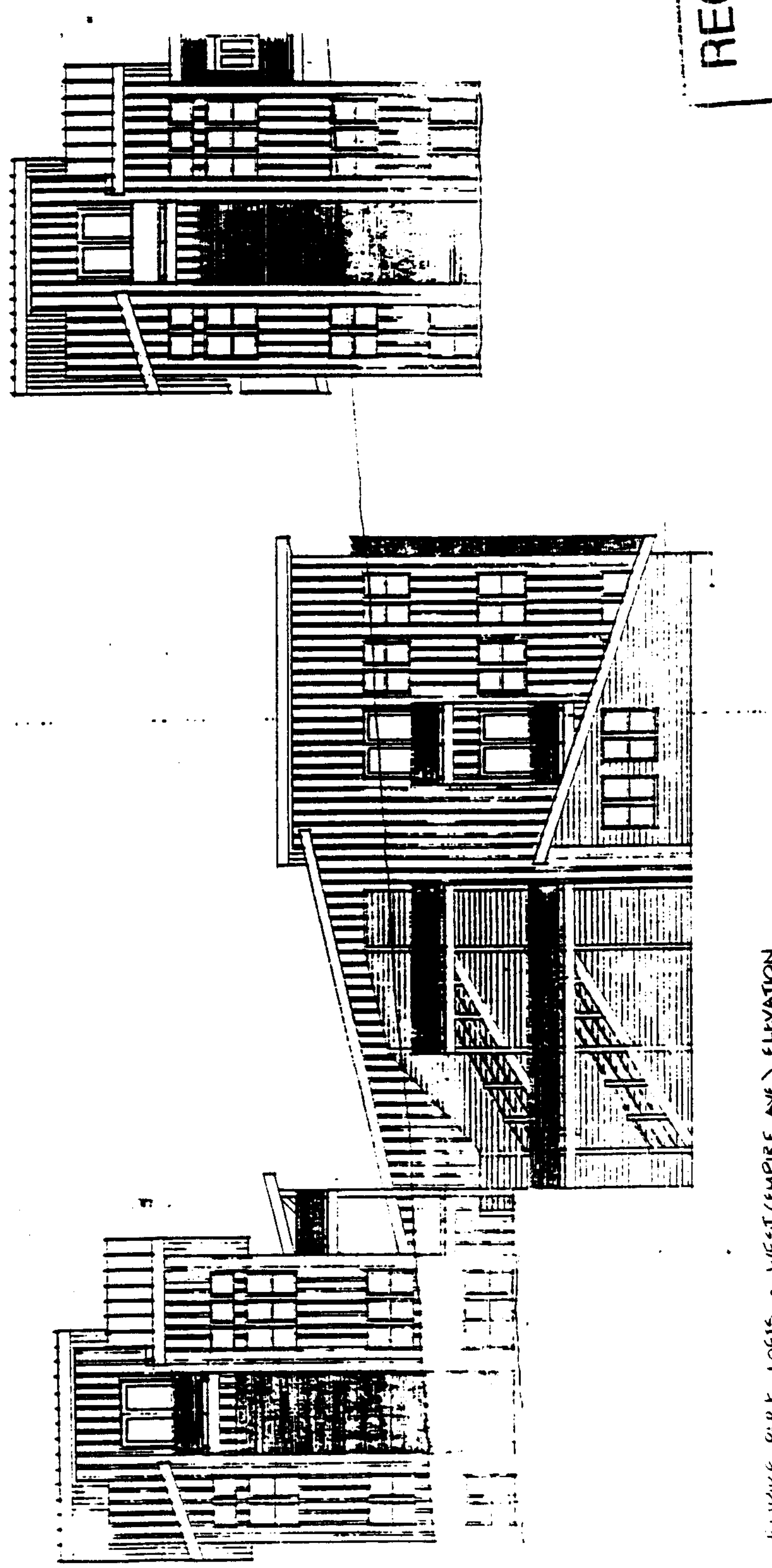
RECEIVED
SEP 8 1997
PARK CITY
PLANNING DEPT.



EMPIRE PARK LOFTS SOUTH ELEVATION
1/8" = 1'-0" SEPTEMBER 8 1997

EXHIBIT C - ELEVATIONS

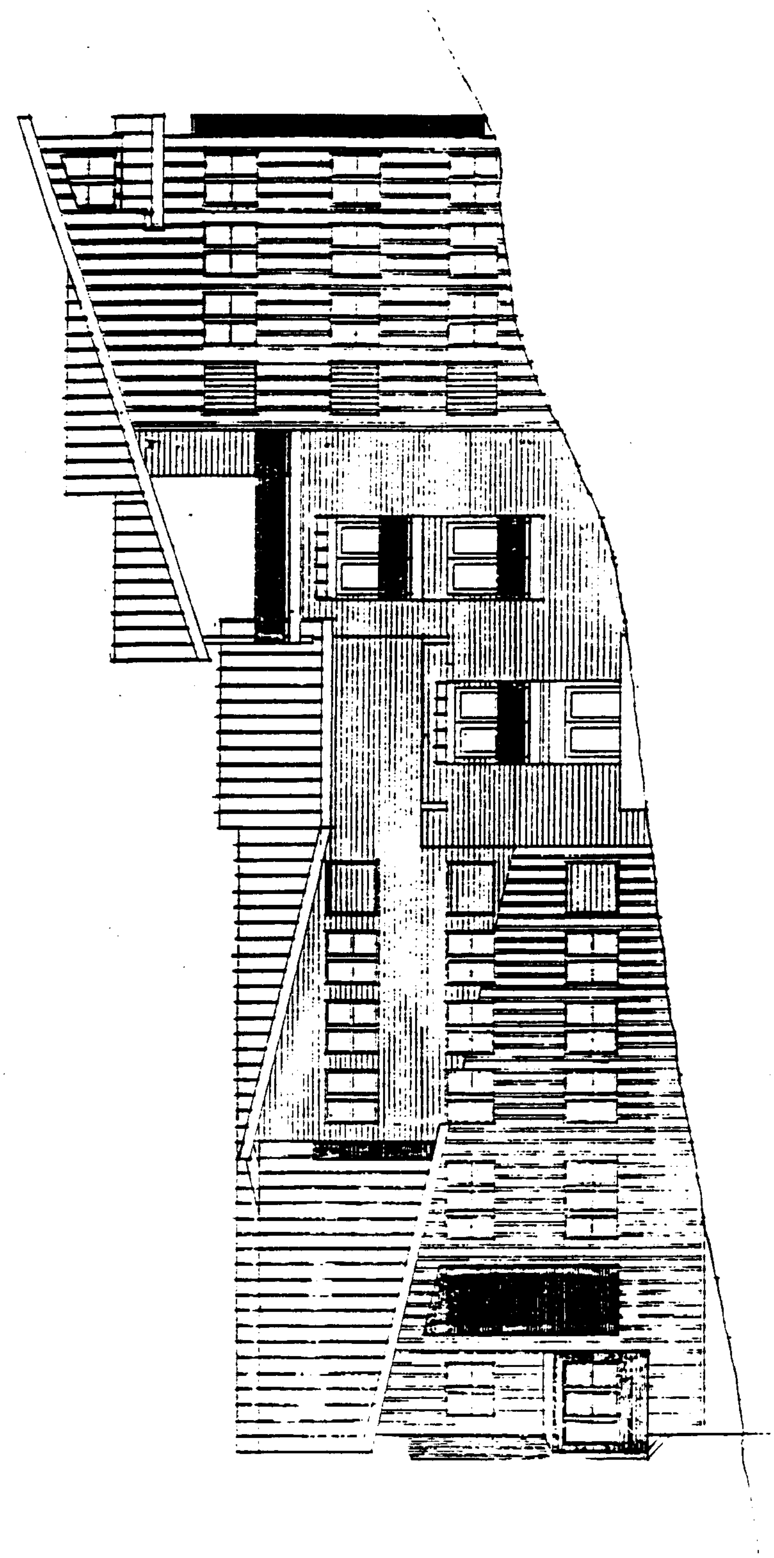
RECEIVED
SEP 8 1997
PARK CITY
PLANNING DEPT.



EMPIRE PARK LOFTS - WEST (EMPIRE AVE) ELEVATION
1/8" = 1'-0" APRIL 11 1997

EXHIBIT C - ELEVATIONS

RECEIVED
SEP 8 1997
PARK CITY
PLANNING DEPT.



EMPIRE PARK LOFTS · NORTH ELEVATION
1/8" = 1'-0"

PARK CITY 1884

CITY COUNCIL REPORT

DATE: December 18, 1997
DEPARTMENT: Planning Department
AUTHOR: Brooks T. Robinson
TITLE: Trail's End at Deer Valley - Third Amendment to Record of Survey
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Hold a public hearing and consider approval of the third amendment to the Trail's End Record of Survey as conditioned by staff.

DESCRIPTION:

Project Name: Trail's End at Deer Valley - Third Amendment to Record of Survey
Applicant: Kim McGuire for Trail's End Joint Venture
Location: 2100 Deer Valley Drive South
Zoning: RD - MPD
Adjacent Land Uses: Residential

A. Topic:

Plat amendment at Trail's End at Deer Valley to change the interior configuration and architecture. Please see Exhibit A - Proposed plat.

B. Background:

In 1984 a 40-unit Master Planned Development was approved for the Pine Inn condominium project. The condominium plat was approved by the City Council in 1992. The name was changed to the Trail's End at Deer Valley. Previous amendments were approved in January 1994; September 1995; and October 1996. The final phase is under construction and is the subject of this Amendment. Please see Exhibit B - Approved plat.

C. **Analysis:**

The applicant, Kim McGuire, is requesting a revision to the recorded plat. The revision is to the final building that contains Units 101-106, 201-206, and 301-304. The building is already under construction and the proposed changes were approved by the Planning Department and the Building Department prior to the beginning of construction. The building was originally approved with sixteen units configured as eight one-bedroom units, six two-bedroom units, and two three-bedroom units. The proposal decreases the unit count to fifteen with a configuration of six one-bedroom units, six two-bedroom units, and three three-bedroom units. The interior size of the units also increased resulting in a deviation from the original square footage numbers platted (see Exhibit C). The increase in square footage is within the square footage limits that were originally placed on the project and no change to the overall configuration of the project occurs by this square footage increase. There is sufficient parking within the building for the number of units.

The proposed revision will not affect the original intent or the Final Conditions of Approval on the Master Planned Development for this site.

D. **Department Review:**

The Community Development Department and City Attorney's Office have reviewed this request.

E. **Notice**

The project was posted and noticed. Staff received a letter of approval from the Pine Inn Condominium Association.

ALTERNATIVES

A. **Approve the amended Record of Survey at Trail's End at Deer Valley.**
B. **Deny the proposed amendments and retain the Second Amended Record of Survey.**
C. **Continue the item for further discussion and information.**

SIGNIFICANT IMPACTS:

The proposed amendments will not change the original intent or the Final Conditions of Approval on the Master Planned Development for this site.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The building would have to be torn down and rebuilt as platted.

RECOMMENDATION:

Staff recommends that the City Council approve the Third Amended Record of Survey for Trail's End at Deer Valley based on the following:

Findings of Fact

1. The Trail's End project is located at 2100 Deer Valley Drive South and the property is zoned RD - MPD.
2. The reconfiguration does not affect the intent nor the Final Conditions of Approval under the Master Planned Development for the project.
3. The revision is necessary to reflect the actual building configuration
4. A financial guarantee is in place to ensure the completion of all public improvements and to protect the public from liability and physical harm if the developer or owner does not complete these improvements.
5. The Amended Record of Survey is consistent with the Planning Commission approval of the Trail's End MPD.

Conclusions of Law

1. There is good cause for the Amendment to the Record of Suvey.
2. The Amended Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Amended Record of Survey.
4. Approval of the Amended Record of Survey, subject to the conditions of approval, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

1. All prior Master Planned Development approvals, dated April 11, 1994 and April 5, 1991, are in full force and effect.
2. The City Attorney and City Engineer will review and approve the final form and content of the Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recording the Record of Survey.
3. The applicant must obtain the signatures of all unit owners of the project in a form approved by the City Attorney and County Recorder prior to plat recordation or otherwise satisfy the County Recorder as to recording requirements.
4. The applicant will record the Third Amended Record of Survey at the County within one year from the date of City Council approval. If recordation has not occurred within the one year's time, this approval and the plat will be void.

EXHIBITS
Location map
Exhibit A - Proposed plat
Exhibit B - Approved plat
Exhibit C - Letter of Applicant
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ORDINANCE NO. 97-___

AN ORDINANCE APPROVING THE THIRD AMENDMENT TO THE TRAIL'S END AT DEER VALLEY RECORD OF SURVEY LOCATED AT 2100 DEER VALLEY DRIVE SOUTH, PARK CITY, UTAH

WHEREAS, the owners of the property located 2100 Deer Valley Drive South have petitioned the City Council for approval of a revision to the final plat known as Trail's End; and

WHEREAS, the Trail's End project is located at 2100 Deer Valley Drive South and the property is zoned RD - MPD;

WHEREAS, the proposal is consistent with the Park City Land Management Code requirements for the RD District, the Comprehensive Plan, and the Master Planned Development Approval;

WHEREAS, the reconfiguration does not affect the intent nor the Final Conditions of Approval under the Master Planned Development for the project;

WHEREAS, the revision is necessary to reflect the actual building configuration;

WHEREAS, a financial guarantee is in place to ensure the completion of all public improvements and to protect the public from liability and physical harm if the developer or owner does not complete these improvements.

WHEREAS, the property was posted and legal notice published according to the requirements of the Land Management Code and proper notice was sent to all property owners within 300 feet of the property in question;

WHEREAS, the City Council held a public hearing on December 18, 1997 to receive input on the proposed amended Record of Survey; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Third Amended Record of Survey, known as Trail's End;

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

SECTION 1. FINDINGS OF FACT. The above recitals are incorporated herein as Findings of Facts.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned Amended Record of Survey and that neither the public nor any person will be materially injured by the proposed Amended Record of Survey.

SECTION 3. PLAT APPROVAL. The Third Amended Record of Survey, known as Trail's End, Park City, Utah, is approved as shown on the attached Exhibit A with the following conditions:

1. All prior Master Planned Development approvals, dated April 11, 1994 and April 5, 1991, are in full force and effect.
2. The City Attorney and City Engineer will review and approve the final form and content of the Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recording the Record of Survey.

3. The applicant must obtain the signatures of all unit owners of the project in a form approved by the City Attorney and County Recorder prior to plat recordation or otherwise satisfy the County Recorder as to recording requirements.
4. The applicant will record the Third Amended Record of Survey at the County within one year from the date of City Council approval. If recordation has not occurred within the one year's time, this approval and the plat will be void.

SECTION 4. EFFECTIVE DATE. This Ordinance will take effect upon publication.

PASSED AND ADOPTED this 18th day of December 1997

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____

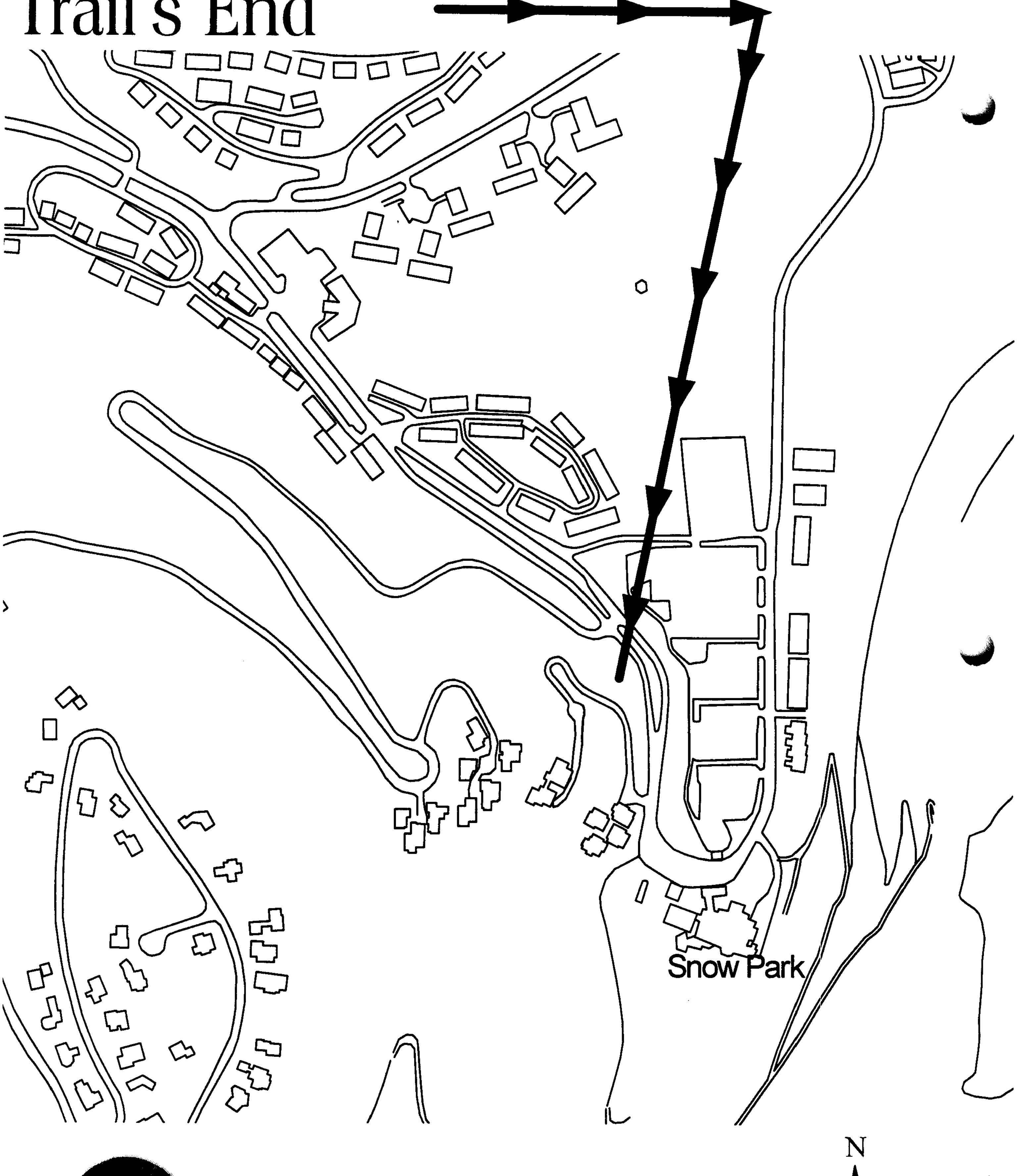
Janet M. Scott, City Recorder

Approved as to form:

____

Mark D. Harrington, Assistant City Attorney

Trail's End



PARK CITY 1884

Vicinity Map

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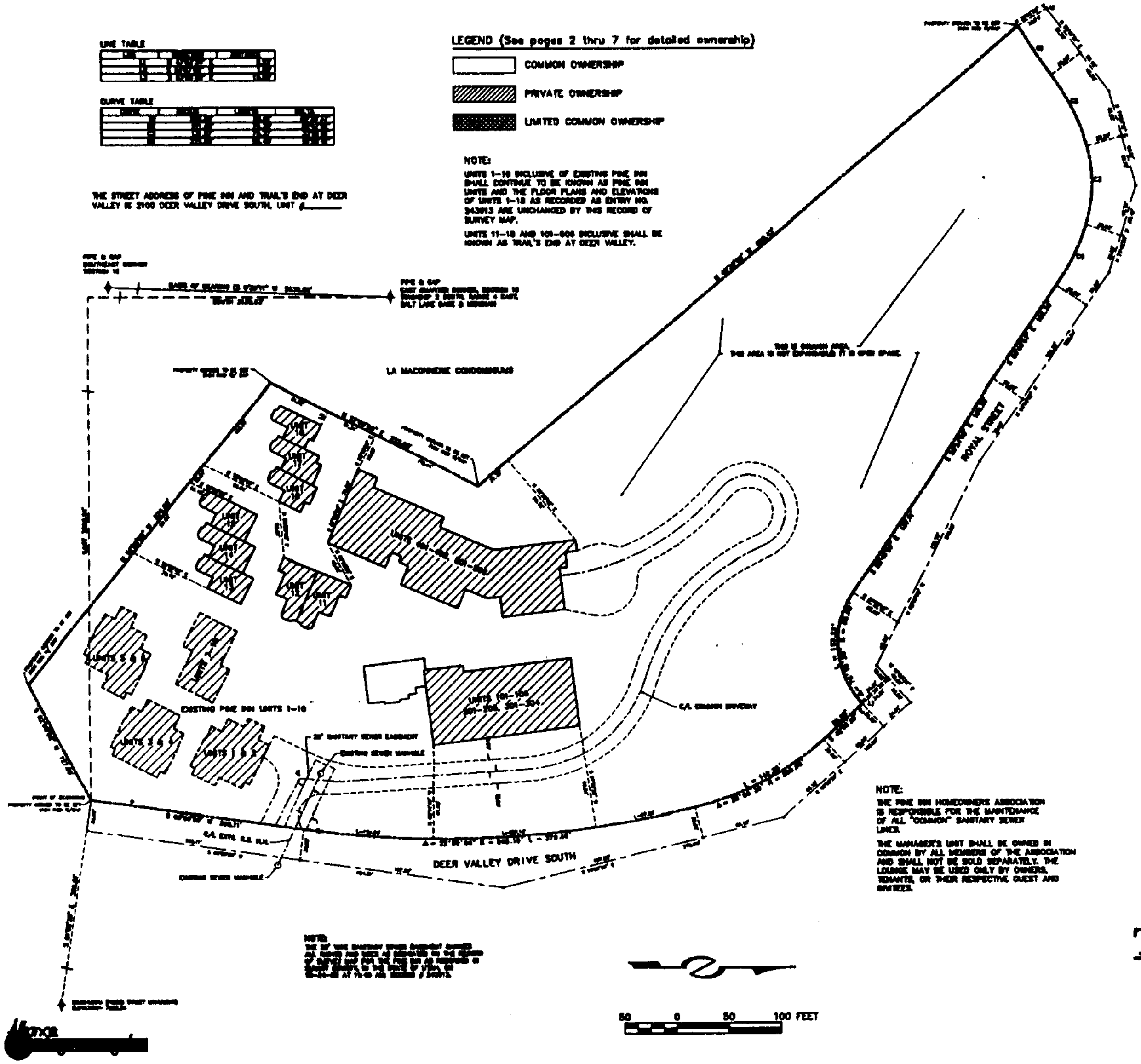

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: That TRAIL'S END AT DEER VALLEY, a Joint Venture, ... [illegible]

IN WITNESS WHEREOF, the undersigned sets its hand this ______ day of ____________ 1997, through its duly authorized partner.

TRAIL'S END AT DEER VALLEY
A Joint Venture

By ______________________

By ______________________

ACKNOWLEDGMENT

State of Utah
County of Summit } ss.

[illegible]

Notary Public ______________

My Commission Expires ______________

HOMEOWNERS ASSOCIATION CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: ... [illegible]

IN WITNESS WHEREOF, the undersigned sets its hand this ______ day of ____________ 1997.

PINE INN ASSOCIATION AT DEER VALLEY, a Utah Non-Profit Corporation

By ______________________

ACKNOWLEDGMENT

State of
County of } ss.

[illegible]

Notary Public ______________

My Commission Expires ______________

SURVEYOR'S CERTIFICATE

[illegible]

______________________ DATE

LEGAL DESCRIPTION

[illegible]

Contains 8.83 Acres or 371,100 Square Feet.

Less and excepting units 1-10 of the Pine Inn Condominiums.

RECEIVED
PARK CITY
PLANNING DEPT.

THIRD AMENDMENT TO

TRAIL'S END AT DEER VALLEY

AN AMENDMENT AND EXPANSION OF THE RECORD OF SURVEY MAP OF

PINE INN

A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED IN SECTION 15 & 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

PAGE 1 OF 10

ALLIANCE ENGINEERING INC.	SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT	PLANNING COMMISSION	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
P.O. BOX 2664 323 MAIN STREET PARK CITY, UTAH 84060 (801) 649-9467	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS ____ DAY OF ________ 1997 A.D. BY ________ S.B.S.I.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF ________ 1997 A.D. BY ________ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ________ 1997 A.D. BY ________ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF ________ 1997 A.D. BY ________ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF ________ 1997 A.D. BY ________ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ________ 1997 A.D. BY ________ MAYOR	STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ________ DATE ____ TIME ____ BOOK ____ PAGE ____ ________ FEE ________ RECORDER

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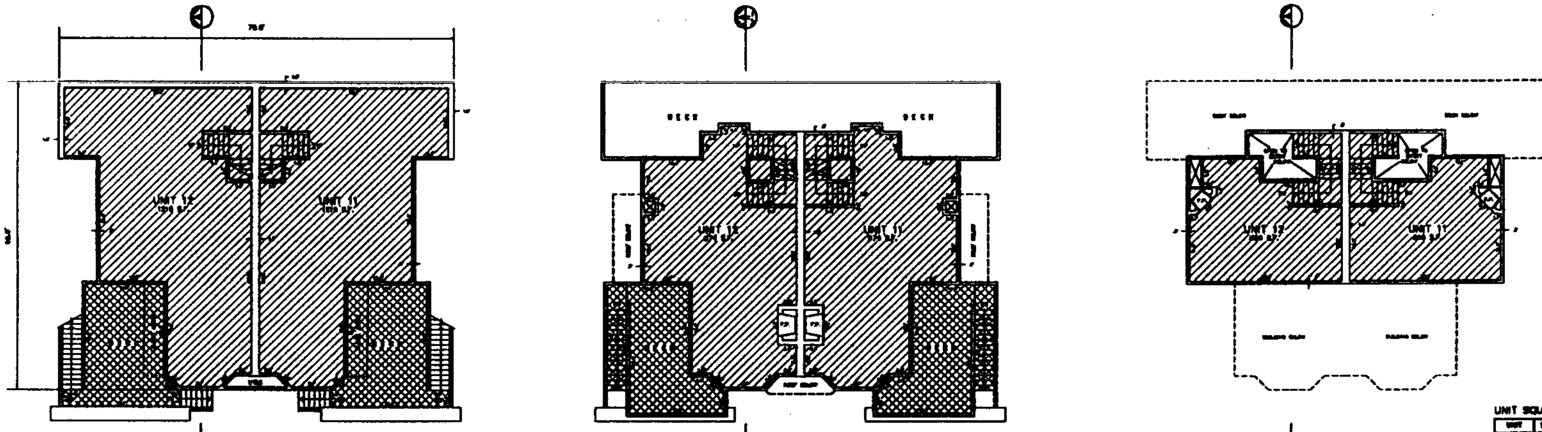
EXHIBIT A



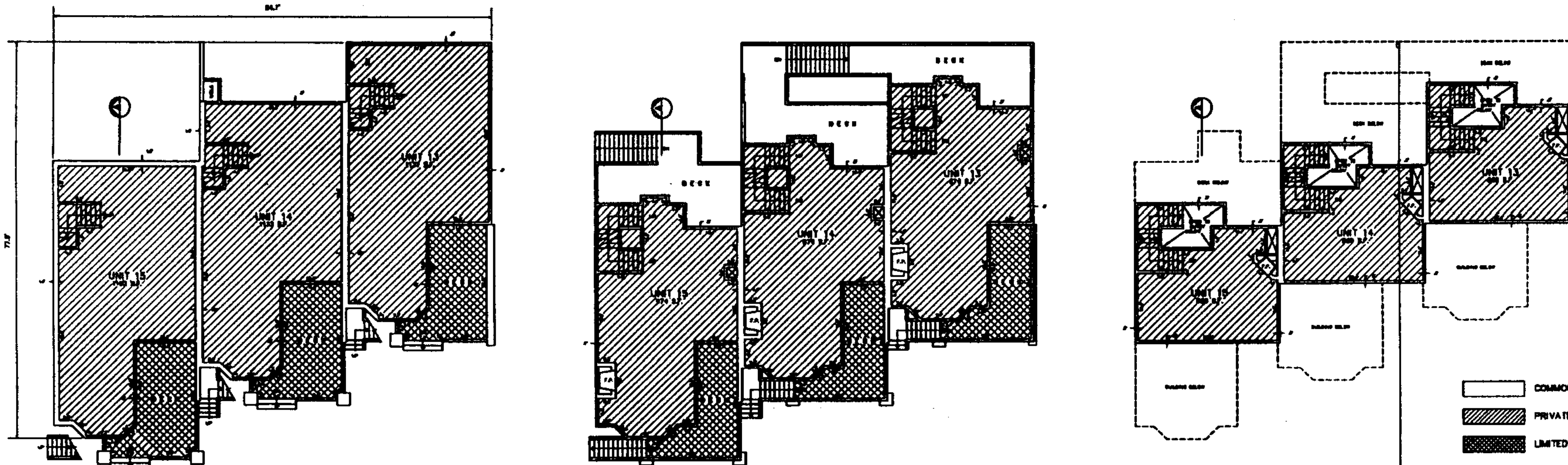
LEVEL ONE
SECTION "A" UNITS 11 & 12 TYPICAL

LEVEL TWO
SECTION "A" UNITS 11 & 12 TYPICAL

LEVEL THREE
SECTION "A" UNITS 11 & 12 TYPICAL

UNIT SQUARE FOOTAGE TABLE

UNIT	LEVEL ONE	LEVEL TWO	LEVEL THREE	TOTAL
11	1216	874	[illegible]	2740
12	1216	874	[illegible]	2740
13	1137	874	[illegible]	[illegible]
14	1130	874	[illegible]	[illegible]
15	1190	874	[illegible]	[illegible]



LEVEL ONE
SECTION "A" UNITS 13-15 TYPICAL

LEVEL TWO
SECTION "A" UNITS 13-15 TYPICAL

LEVEL THREE
SECTION "A" UNITS 13-15 TYPICAL

COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

THIRD AMENDMENT TO

TRAIL'S END AT DEER VALLEY

AN AMENDMENT AND EXPANSION OF THE RECORD OF SURVEY MAP OF

PINE INN

A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED IN SECTION 15 & 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

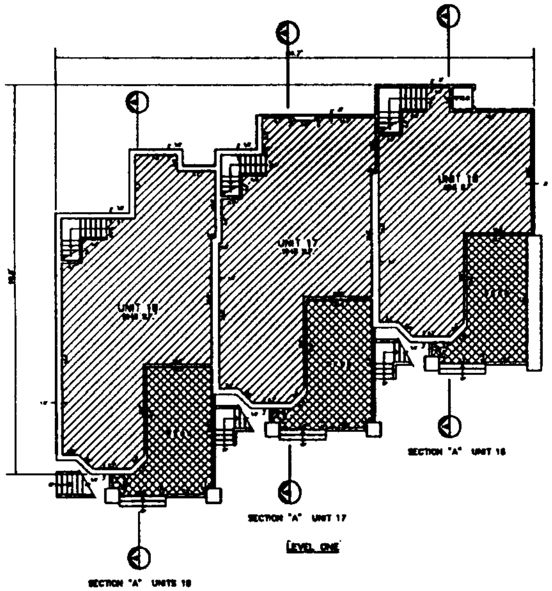
JOB NO. 2-2-91 \PI\3RD\PH3P02

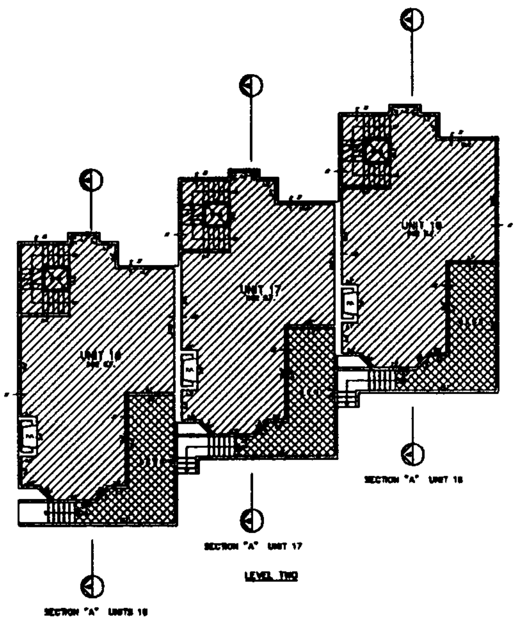
RECORDED

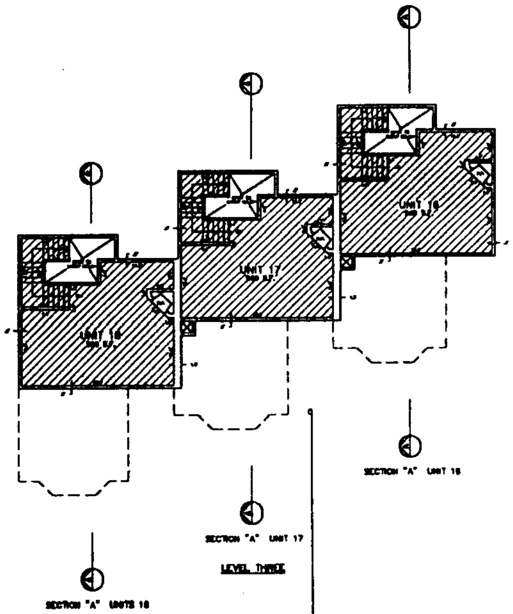
STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ______
DATE ______ TIME ______ BOOK ______ PAGE ______

______ FEE ______ RECORDER

69

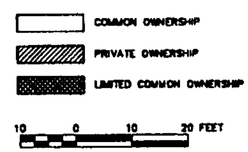






UNIT SQUARE FOOTAGE TABLE

UNIT	LEVEL ONE	LEVEL TWO	LEVEL THREE	TOTAL
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
17	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]



PAGE 3 OF 18

THIRD AMENDMENT TO

TRAIL'S END AT DEER VALLEY

AN AMENDMENT AND EXPANSION OF THE RECORD OF SURVEY MAP OF

PINE INN

A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED IN SECTION [illegible], TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

JOB NO. 2-2-91 \PI\3RD\PH3P03

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STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ______
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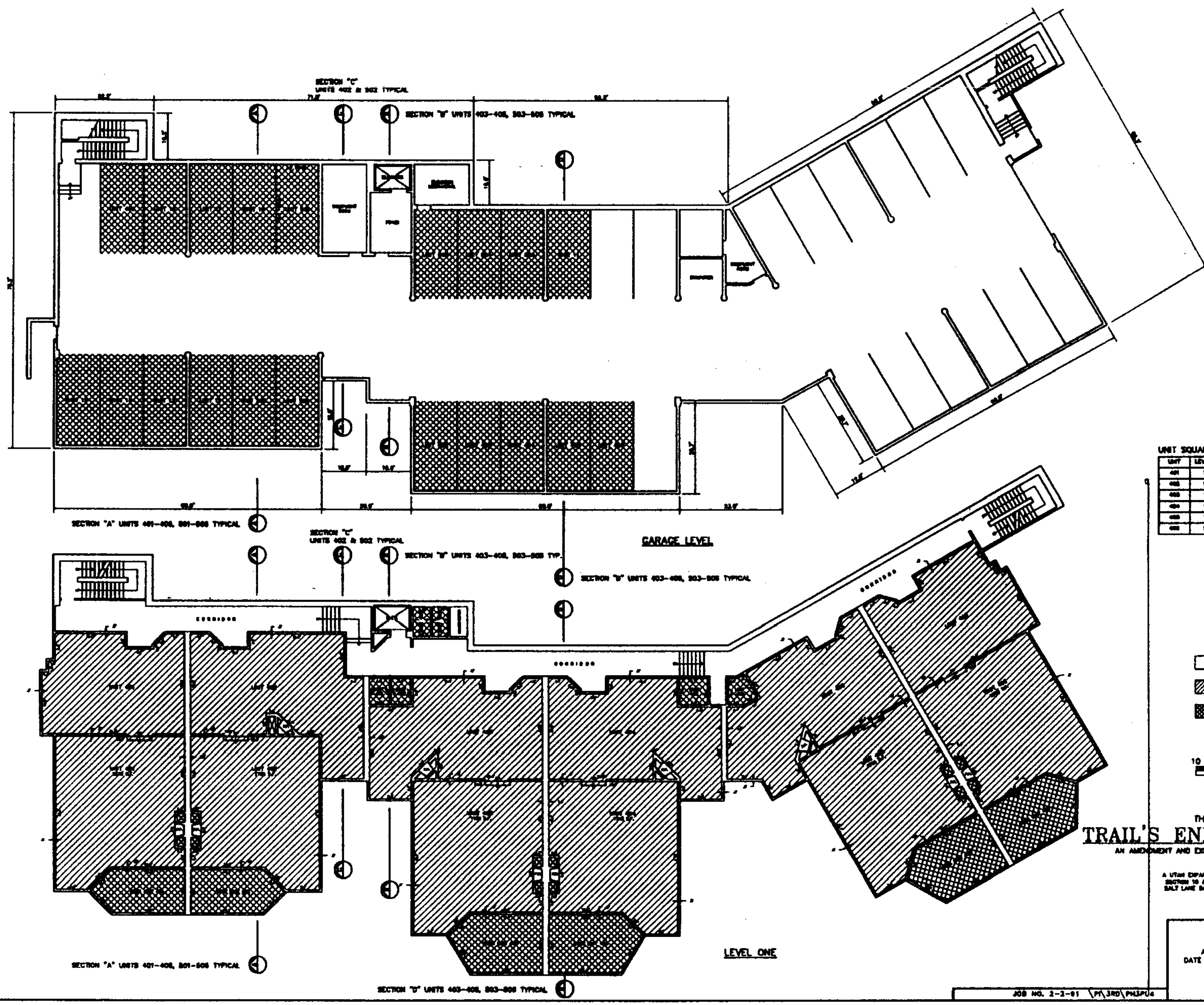
7C



UNIT SQUARE FOOTAGE TABLE

UNIT	LEVEL ONE	TOTAL
401	1670	1670
402	1700	1700
403	1710	1710
404	1710	1710
405	1700	1700
406	1670	1670

COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

THIRD AMENDMENT TO

TRAIL'S END AT DEER VALLEY

AN AMENDMENT AND EXPANSION OF THE RECORD OF SURVEY MAP OF

PINE INN

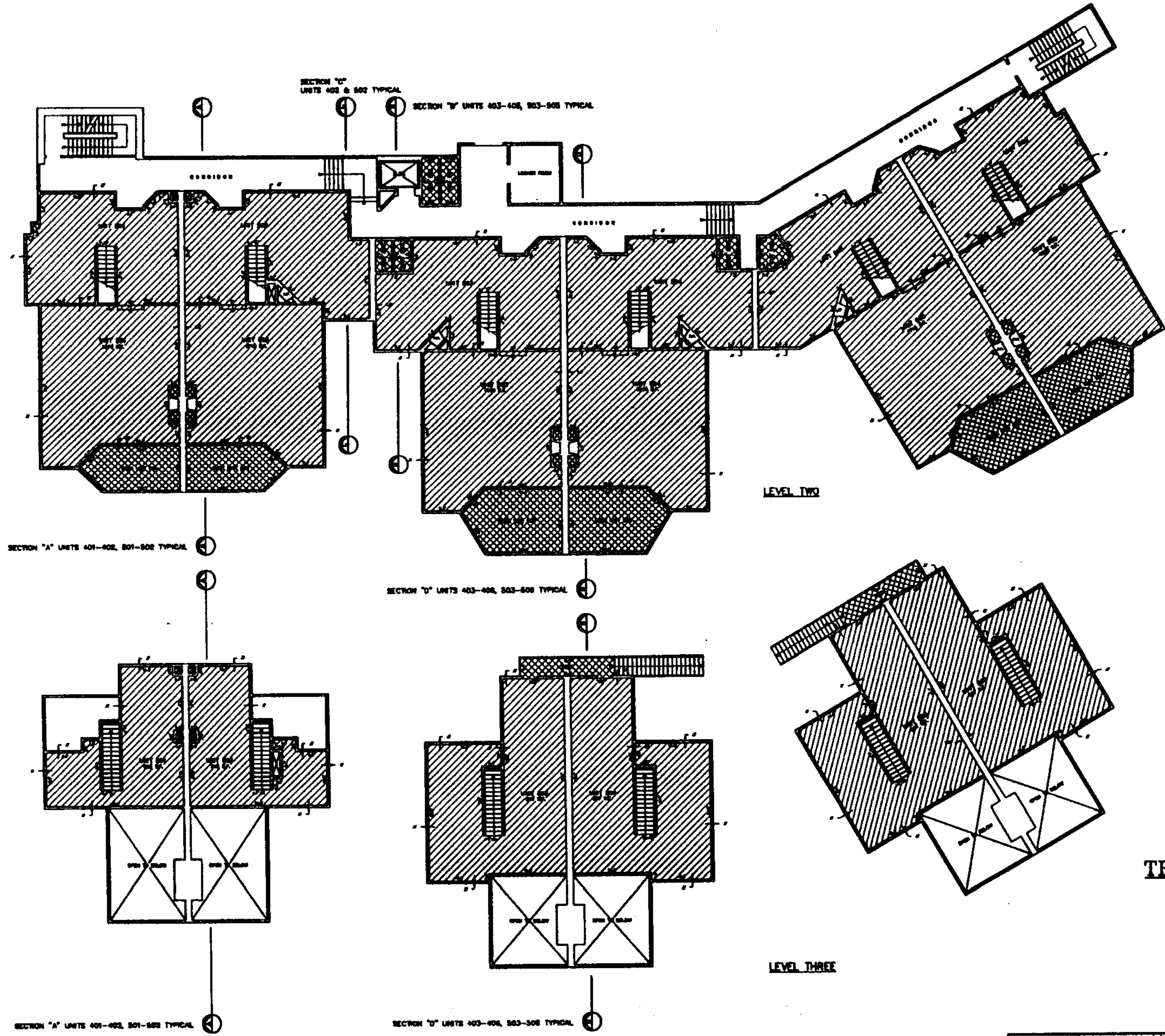
A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED IN SECTION 15 & 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

RECORDED

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

______ FEE ______ RECORDER

JOB NO. 2-2-91 \PI\3RD\PH3PU4



UNIT SQUARE FOOTAGE TABLE

UNIT	LEVEL TWO	LEVEL THREE	TOTAL
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	967	[illegible]
[illegible]	[illegible]	967	[illegible]
[illegible]	[illegible]	967	[illegible]
[illegible]	[illegible]	967	[illegible]

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

THIRD AMENDMENT TO

TRAIL'S END AT DEER VALLEY

AN AMENDMENT AND EXPANSION OF THE RECORD OF SURVEY MAP OF

PINE INN

A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED IN SECTION 15 & 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

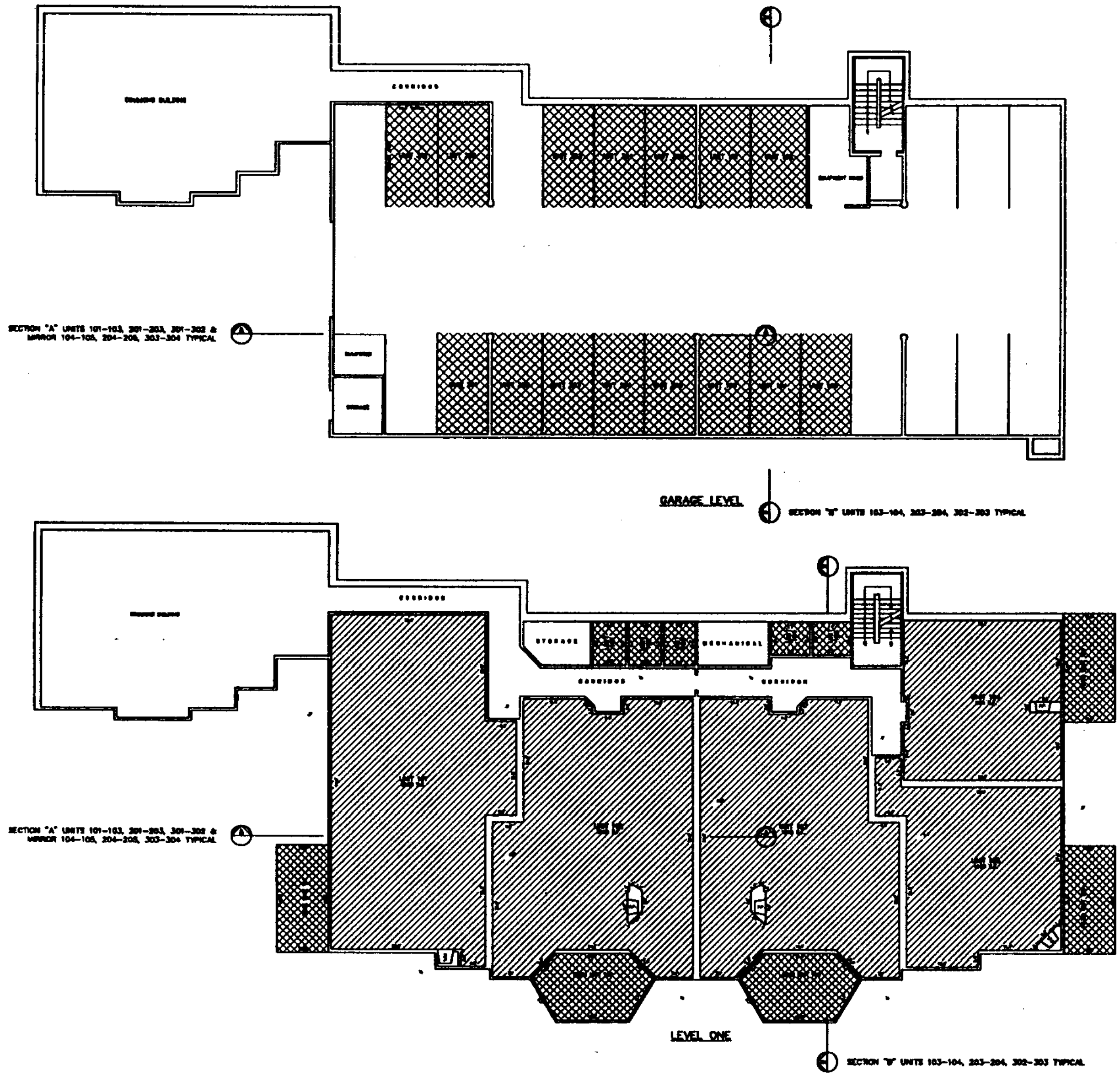
RECORDED

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

______ FEE ______ RECORDER

JOB NO. 2-2-91 \PI\3RD\PH3P05

72



UNIT SQUARE FOOTAGE TABLE

UNIT	LEVEL ONE	TOTAL
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

THIRD AMENDMENT TO

TRAIL'S END AT DEER VALLEY

AN AMENDMENT AND EXPANSION OF THE RECORD OF SURVEY MAP OF

PINE INN

A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED IN SECTION [illegible], TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

RECORDED

STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ______
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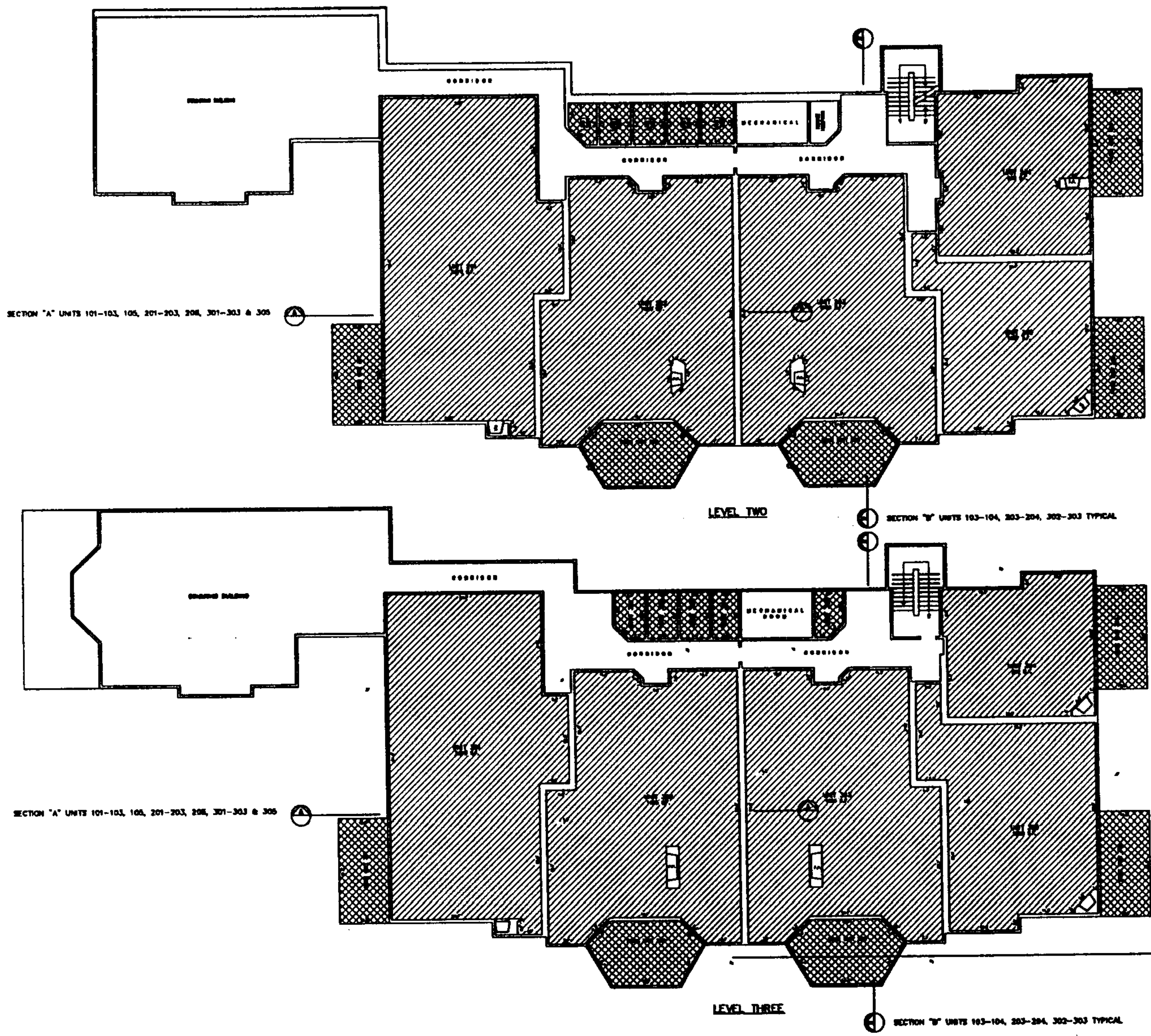
______ FEE ______ RECORDER

JOB NO. 2-2-91 \PI\3RD\PH3P06



UNIT SQUARE FOOTAGE TABLE

UNIT	LEVEL TWO	TOTAL
201	[illegible]	[illegible]
202	[illegible]	[illegible]
203	[illegible]	[illegible]
204	[illegible]	[illegible]
205	[illegible]	[illegible]

UNIT SQUARE FOOTAGE TABLE

UNIT	LEVEL THREE	LEVEL FOUR	TOTAL
301	[illegible]	[illegible]	[illegible]
302	[illegible]	[illegible]	[illegible]
303	[illegible]	[illegible]	[illegible]
304	[illegible]	[illegible]	[illegible]
305	[illegible]	—	[illegible]

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

THIRD AMENDMENT TO

TRAIL'S END AT DEER VALLEY

AN AMENDMENT AND EXPANSION OF THE RECORD OF SURVEY MAP OF

PINE INN

A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED IN SECTION 15 & 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

RECORDED

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AT THE REQUEST OF ____________
DATE ______ TIME ______ BOOK ______ PAGE ______

______ FEE ______ RECORDER

JOB NO. 2-2-91 \PI\3RD\PH3P07

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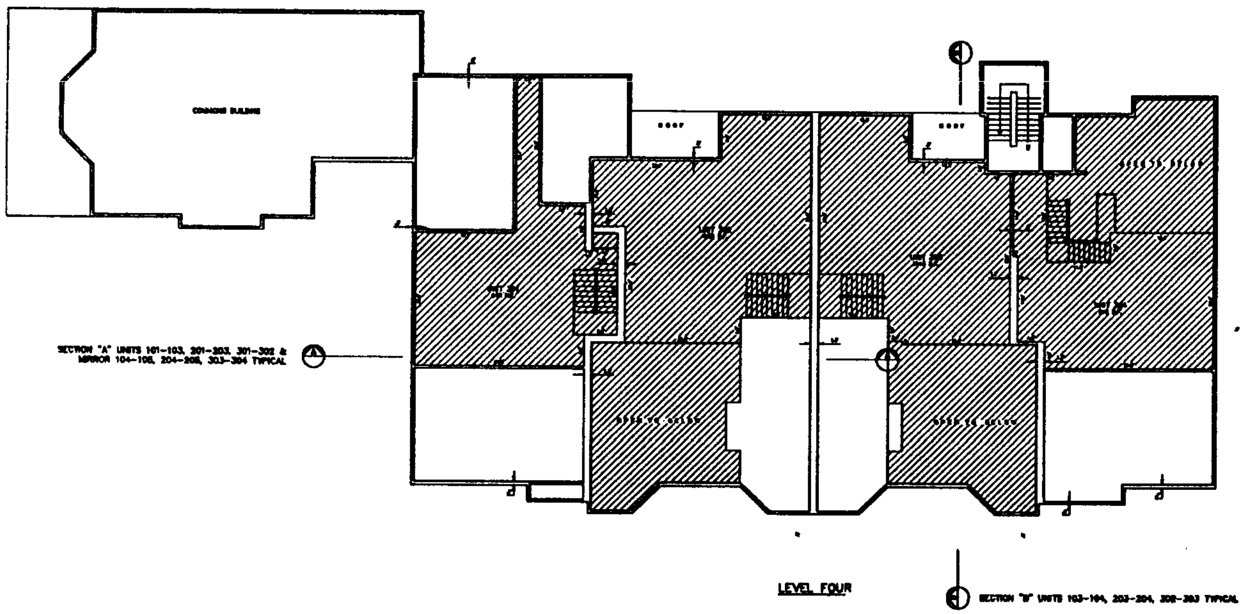

LEVEL FOUR

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

THIRD AMENDMENT TO

TRAIL'S END AT DEER VALLEY

AN AMENDMENT AND EXPANSION OF THE RECORD OF SURVEY MAP OF

PINE INN

A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED IN SECTION [illegible], TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

RECORDED

STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ______

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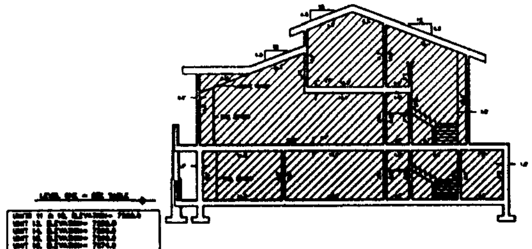
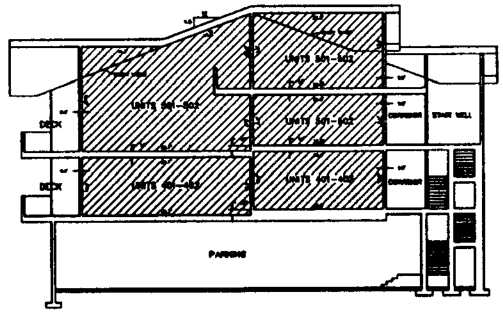
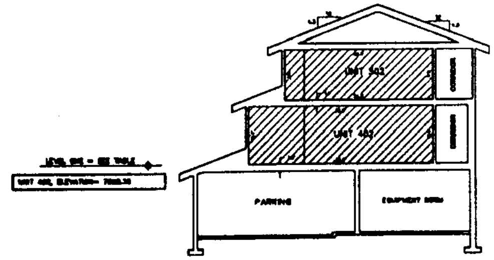


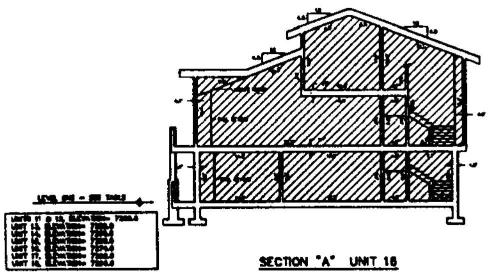
SECTION "A" UNITS 11–15



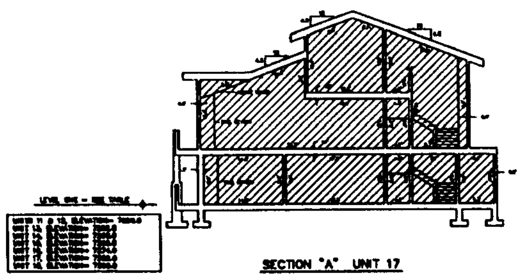
SECTION "A" UNITS 401–402, 501–502



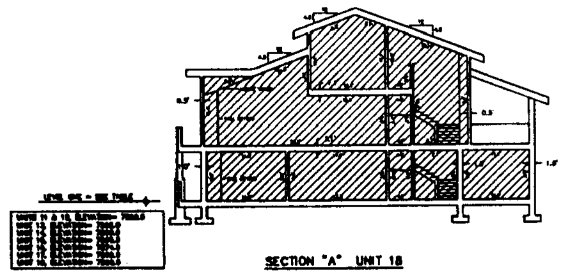
SECTION "C" UNITS 402 & 502



SECTION "A" UNIT 16



SECTION "A" UNIT 17



SECTION "A" UNIT 18

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

THIRD AMENDMENT TO

TRAIL'S END AT DEER VALLEY

AN AMENDMENT AND EXPANSION OF THE RECORD OF SURVEY MAP OF

PINE INN

A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED IN SECTION 15 & 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

RECORDED

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

______ FEE ______ RECORDER

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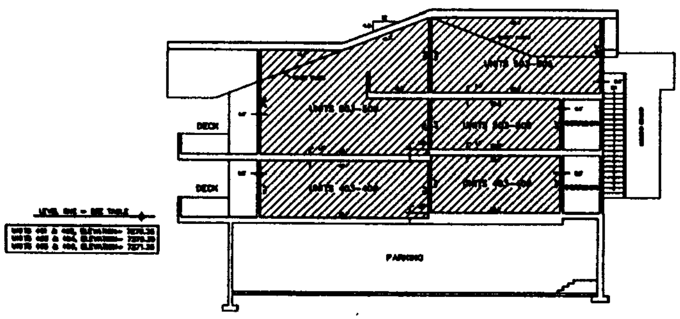
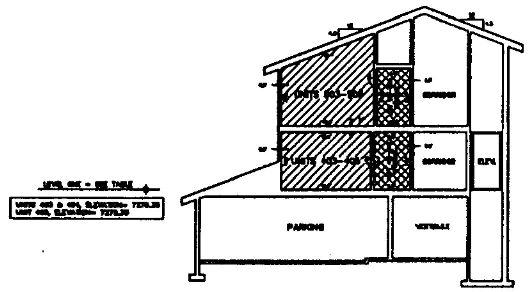
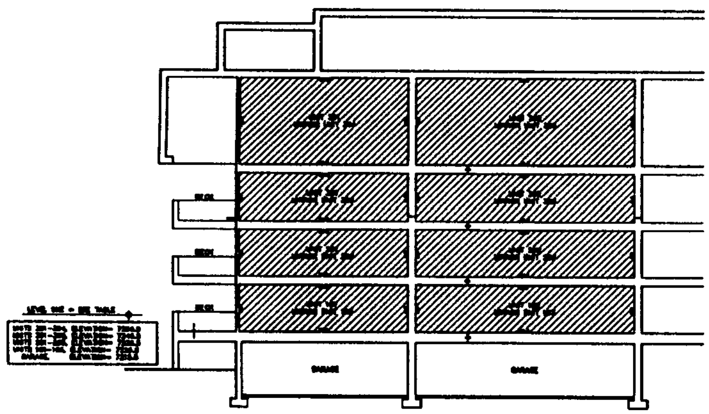


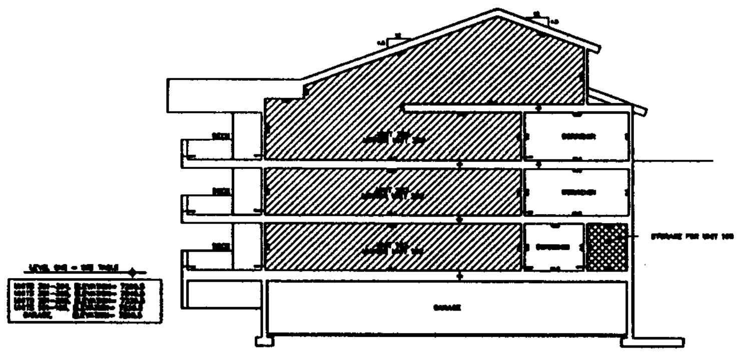
SECTION "D" UNITS 403–406, 503–506



SECTION "B" UNITS 403–405, 503–505



SECTION "A" 101–105, 201–205, 301–305



SECTION "B" UNITS 103–104, 203–204, 302–303

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

THIRD AMENDMENT TO

TRAIL'S END AT DEER VALLEY

AN AMENDMENT AND EXPANSION OF THE RECORD OF SURVEY MAP OF

PINE INN

A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED IN SECTION 15 & 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

RECORDED

STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ______
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FEE ______ RECORDER ______

JOB NO. 2-2-81 \P\3RD\PH3P10

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SECOND AMENDMENT TO
TRAIL'S END AT DEER VALLEY
PINE INN

ENTRY NO.	467446
REQUEST OF	Coalition Title
FEE	ALAN SPRIGGS, SUMMIT CO. RECORDER
$ 306.00	BY Arlene M. Brown Deputy
RECORDED	11/21/96 AT 08:41 A M

Original Plat Filed 96-84

RECEIVED
PARK CITY
PLANNING DEPT.

EXHIBIT B

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N 47°53'34" E	2.23
L2	S 6?°0?'00" W	1.50
L3	S 63°00'00" E	15.00

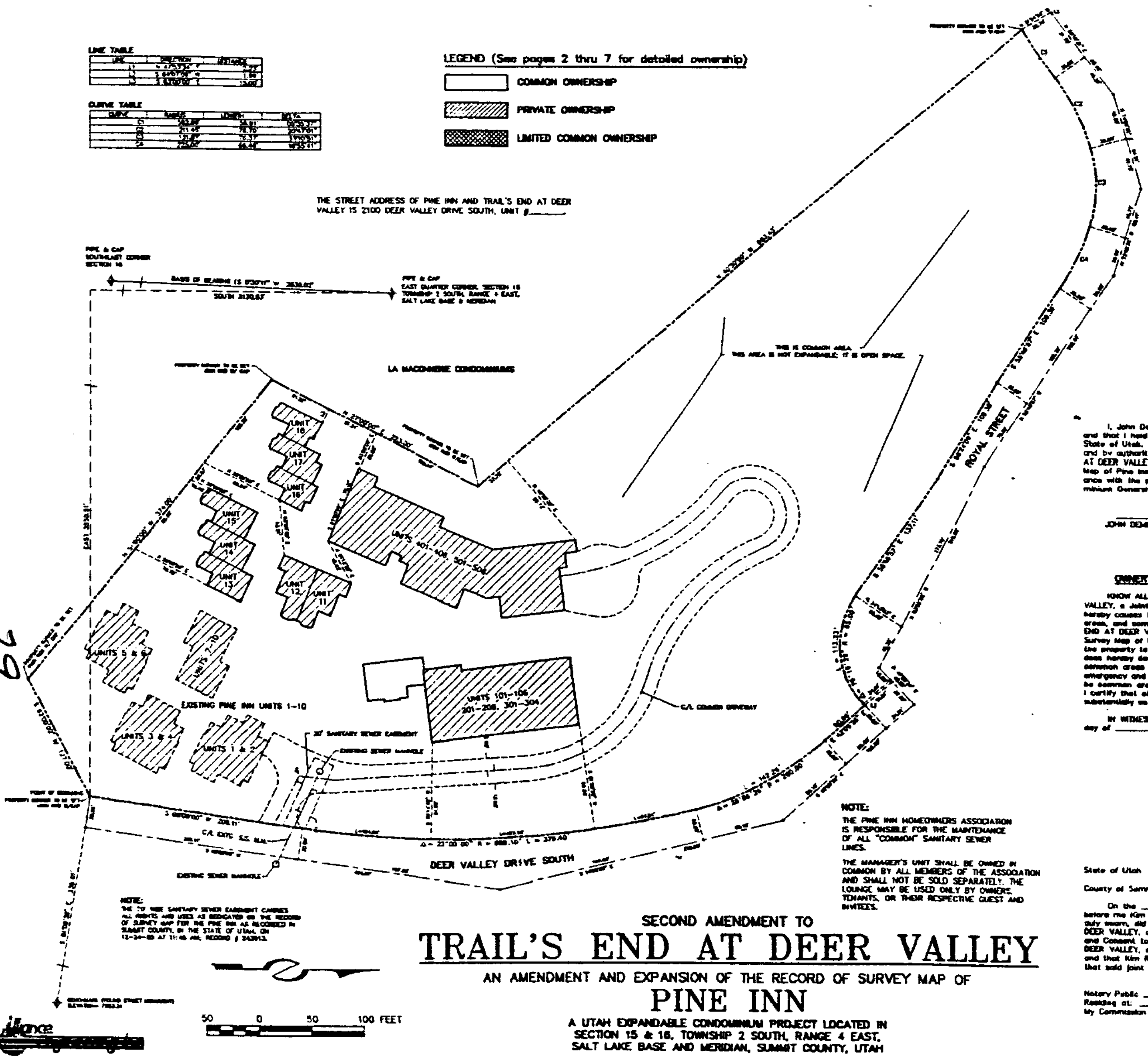
CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
C1	582.89	56.91	5°35'37"
C2	211.45	76.70	20°47'01"
C3	131.87	76.37	33°10'51"
C4	225.00	66.48	16°55'41"

LEGEND (See pages 2 thru 7 for detailed ownership)

- COMMON OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP

THE STREET ADDRESS OF PINE INN AND TRAIL'S END AT DEER VALLEY IS 2100 DEER VALLEY DRIVE SOUTH, UNIT #______



NOTE:
THE 20' WIDE SANITARY SEWER EASEMENT CARRIES ALL RIGHTS AND USES AS DEDICATED ON THE RECORD OF SURVEY MAP FOR THE PINE INN AS RECORDED IN SUMMIT COUNTY, IN THE STATE OF UTAH, ON 12-24-85 AT 11:46 AM, RECORD # 243913.

NOTE:
THE PINE INN HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE OF ALL "COMMON" SANITARY SEWER LINES.

THE MANAGER'S UNIT SHALL BE OWNED IN COMMON BY ALL MEMBERS OF THE ASSOCIATION AND SHALL NOT BE SOLD SEPARATELY. THE LOUNGE MAY BE USED ONLY BY OWNERS, TENANTS, OR THEIR RESPECTIVE GUEST AND INVITEES.

SECOND AMENDMENT TO

TRAIL'S END AT DEER VALLEY

AN AMENDMENT AND EXPANSION OF THE RECORD OF SURVEY MAP OF

PINE INN

A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED IN SECTION 15 & 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

NOTE:
UNITS 1-10 INCLUSIVE OF EXISTING PINE INN SHALL CONTINUE TO BE KNOWN AS PINE INN UNITS AND THE FLOOR PLANS AND ELEVATIONS OF UNITS 1-10 AS RECORDED AS ENTRY NO. 243913 ARE UNCHANGED BY THIS RECORD OF SURVEY MAP.

UNITS 11-18 AND 101-506 INCLUSIVE SHALL BE KNOWN AS TRAIL'S END AT DEER VALLEY.

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by authority of the owner(s), this First Amendment to TRAIL'S END AT DEER VALLEY, an Amendment and Expansion of the Record of Survey Map of Pine Inn, a Utah Expandable Condominium Project, in accordance with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act.

JOHN DEMKOWICZ L.S. NO. 163931 ______ DATE: ______

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: That TRAIL'S END AT DEER VALLEY, a Joint Venture, the owner of the herein described tract of land, hereby causes the same to be divided into private units, limited common areas, and common areas, as set forth in this First Amendment to TRAIL'S END AT DEER VALLEY, an Amendment and Expansion of the Record of Survey Map of Pine Inn, A Utah Expandable Condominium Project, submitting the property to the provisions of the Utah Condominium Ownership Act, does hereby dedicate for the perpetual use of Pine Inn Association all common areas and private roads and does further dedicate for the use by emergency and utility service vehicles an ingress and egress easement over the common areas and private roads located within the Pine Inn project. I certify that all units and all limited common areas will be built substantially as shown.

IN WITNESS WHEREOF, the undersigned sets its hand this ______ day of ____________ 1996, through its duly authorized partner.

TRAIL'S END AT DEER VALLEY
A Joint Venture

By ____________
Kim R. McGuire, General Partner

By ____________
John C. Kinnear, III, General Partner

ACKNOWLEDGMENT

State of Utah)
) ss.
County of Summit)

On the ______ day of ____________, 1996, personally appeared before me Kim R. McGuire and John C. Kinnear, III, who being by me duly sworn, did say that they are general partners of TRAIL'S END AT DEER VALLEY, a Joint Venture, and that the above Owner's Dedication and Consent to Record was signed in behalf of said TRAIL'S END AT DEER VALLEY, a Joint Venture, by authority of its partnership agreement, and that Kim R. McGuire and John C. Kinnear, III acknowledged to me that said joint venture executed the same.

Notary Public ____________
Residing at: ____________
My Commission Expires: ____________

LEGAL DESCRIPTION

Beginning at a point which is 3130.93 Feet South and 3550.51 feet East from the East Quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing: South 00°30'11" West from said East Quarter corner of the Southeast corner of said Section 16), said point also being at the South and West Right-of-Way lines of Deer Valley Drive South, Section "D", as recorded and running thence South 62°00'00" West 127.00 feet; thence North 51°00'00" West 374.00 feet; thence North 27°00'00" East 223.00 feet; thence North 40°30'00" West 883.43 feet to a point on the Southerly Right-of-Way line of Royal Street (formerly Lake Flat Road, as dedicated), said point being on a non-tangent 582.89 feet radius curve concave Northeasterly, the radius point bears North 31°04'53" West 582.89 feet of which the central angle is 5°35'37", and following said Southerly Right-of-Way line of Royal Street the next nine courses: thence 1) Northeasterly along said curve an arc distance of 56.91 feet to the point of reverse curvature of a 211.45 foot radius curve to the right, the radius point bears South 36°40'30" East 211.45 feet of which the central angle is 20°47'01"; thence 2) Northeasterly along said curve an arc distance of 76.70 feet to the point of compound curvature of a 131.87 foot radius curve to the right, the radius point bears South 15°53'29" East 131.87 feet of which the central angle is 33°10'51"; thence 3) Easterly along the arc of said curve 76.37 feet to the point of a compound curvature of a 225.00 foot radius curve to the right, the radius point bears South 17°17'22" West 225.00 feet, of which the central angle is 16°55'41"; thence 4) Southeasterly along said curve an arc distance of 66.48 feet; thence 5) South 55°46'57" East 109.36 feet; thence 6) South 58°24'09" East 109.38 feet; thence 7) South 55°46'57" East 137.11 feet to the point of curvature of a 85.00 feet radius curve to the left, the radius point bears North 34°13'03" East 85.00 feet of which the central angle is 76°19'29"; thence 8) Easterly along said curve an arc distance of 113.23 feet; thence 9) North 47°53'34" East 2.23 feet to a point on the Westerly Right-of-Way line of Deer Valley Drive South Section "D", as recorded, and following on said Westerly Right-of-Way line the next four courses: 1) thence South 42°06'26" East 50.98 to the point of curvature of a 290.00 feet radius curve to the right, the radius point bears South 47°53'34" West 290.00 feet of which the central angle is 28°06'26"; thence 2) Southeasterly along the curve an arc distance of 142.26 feet to the point of compound curvature of a 988.10 foot radius curve to the right, the radius point bears South 76°00'00" West 988.10 feet of which the central angle is 22°00'00"; thence 3) Southerly along said curve an arc distance of 379.40 feet; thence 4) South 08°00'00" West 206.11 feet to the point of beginning.

Contains 8.52 Acres or 371,199 Square Feet.

Less and excepting units 1-10 of the Pine Inn Condominiums.

HOMEOWNERS ASSOCIATION CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: That pursuant to authority of ARTICLE VIII of the Declaration of Condominium for Pine Inn, a Utah Expandable Condominium, recorded on December 24, 1985 as Entry No. 243914 in Book 387, beginning at Page 94, in the official records of the Summit County Recorder, the undersigned Pine Inn Association at Deer Valley, a Non-Profit Utah Corporation, do hereby consent to the recording of this First Amendment to TRAIL'S END AT DEER VALLEY, an Amendment and Expansion of the Record of Survey Map of Pine Inn, a Utah Expandable Condominium Project. The undersigned further acknowledge that this Record of Survey Map amends and expands the Record of Survey Map of Pine Inn, a Utah Expandable Condominium Project recorded on December 24, 1985 as Entry No. 243913 in the official records of the Summit County Recorder, and the undersigned, pursuant to the authority referenced herein, does hereby consents to such amendments and modifications.

IN WITNESS WHEREOF, the undersigned sets its hand this ______ day of ____________ 1996.

PINE INN ASSOCIATION AT DEER VALLEY, a Utah Non-Profit Corporation

By ____________
Arnold F. Stasoff, President

ACKNOWLEDGEMENT

State of Utah)
) ss.
County of Salt Lake)

On the ______ day of ____________, 1996, before me, Arnold F. Stasoff, who did acknowledge to me that he executed the foregoing as President of the PINE INN ASSOCIATION AT DEER VALLEY, a UTAH NON-PROFIT CORPORATION, who further acknowledged to me that he executed the foregoing document, for and on behalf of the aforementioned corporation by express authority of its bylaws.

Notary Public ____________
Residing at: ____________
My Commission Expires: ____________

JOB NO. 2-2-91 FILE Y:\PI\P2\PLT2P1

ALLIANCE ENGINEERING INC.
P.O. BOX 2664
323 MAIN STREET
PARK CITY, UTAH 84060
(801) 649-9467

SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS ______ DAY OF ____________, 1996 A.D.
BY ____________ S.B.S.I.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ______ DAY OF ____________, 1996 A.D.
BY ____________ CHAIRMAN

ENGINEERS CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF ____________ 1996 A.D.
BY ____________ PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS ______ DAY OF ____________ 1996 A.D.
BY ____________ PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ______ DAY OF ______ 1996 A.D.
BY ____________ PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ______ DAY OF ____________, 1996 A.D.
BY ____________ MAYOR

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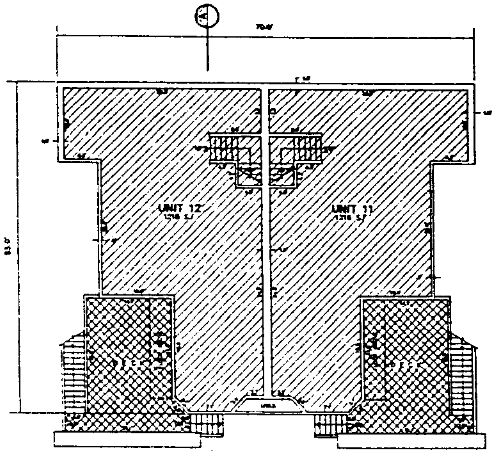
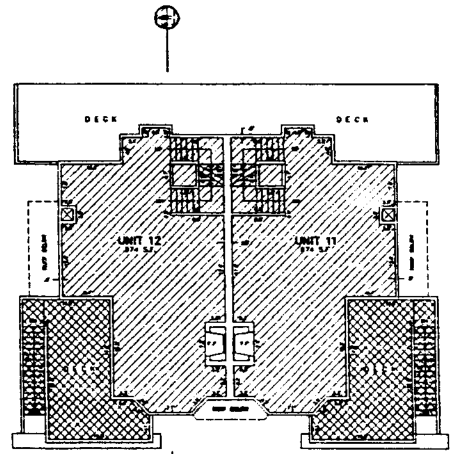


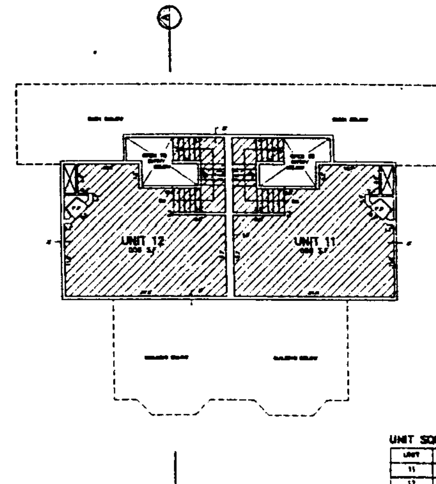
LEVEL ONE

SECTION "A" UNITS 11 & 12 TYPICAL



LEVEL TWO

SECTION "A" UNITS 11 & 12 TYPICAL

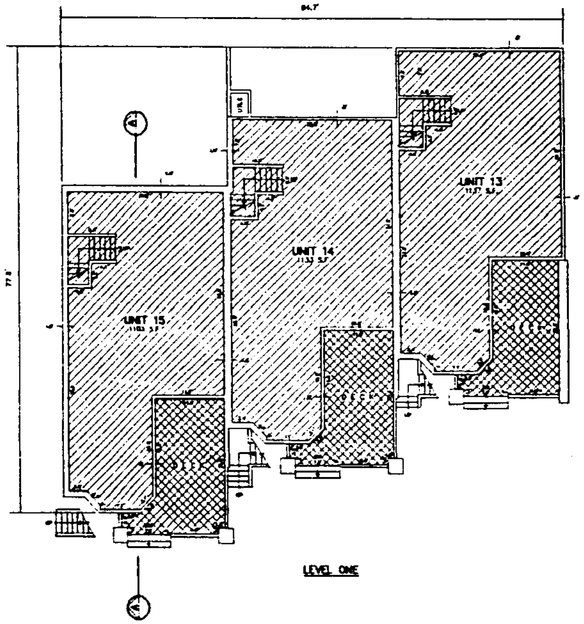


LEVEL THREE

SECTION "A" UNITS 11 & 12 TYPICAL

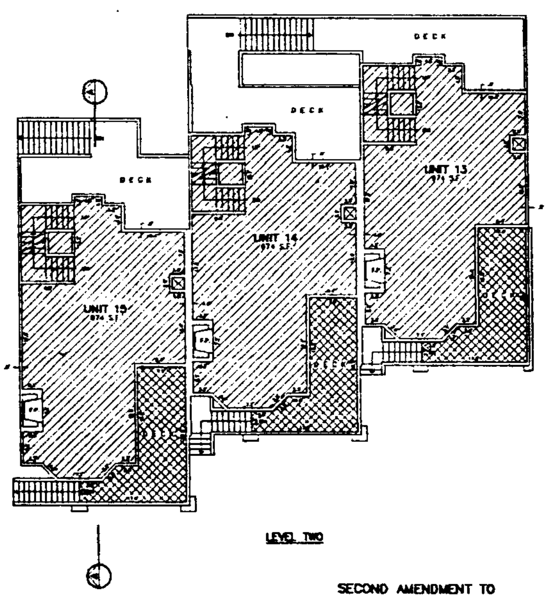
UNIT SQUARE FOOTAGE TABLE

UNIT	LEVEL ONE	LEVEL TWO	LEVEL THREE	TOTAL
11	1216	874	[illegible]	2746
12	1216	874	[illegible]	2746
13	1137	874	[illegible]	[illegible]
14	1133	874	[illegible]	[illegible]
15	1163	874	[illegible]	[illegible]



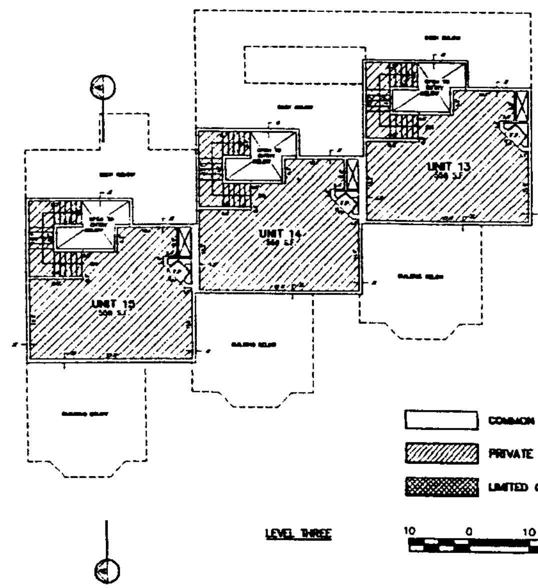
LEVEL ONE

SECTION "A" UNITS 13-15 TYPICAL



LEVEL TWO

SECTION "A" UNITS 13-15 TYPICAL



LEVEL THREE

SECTION "A" UNITS 13-15 TYPICAL

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

SECOND AMENDMENT TO

TRAIL'S END AT DEER VALLEY

AN AMENDMENT AND EXPANSION OF THE RECORD OF SURVEY MAP OF

PINE INN

A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED IN SECTION 15 & 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

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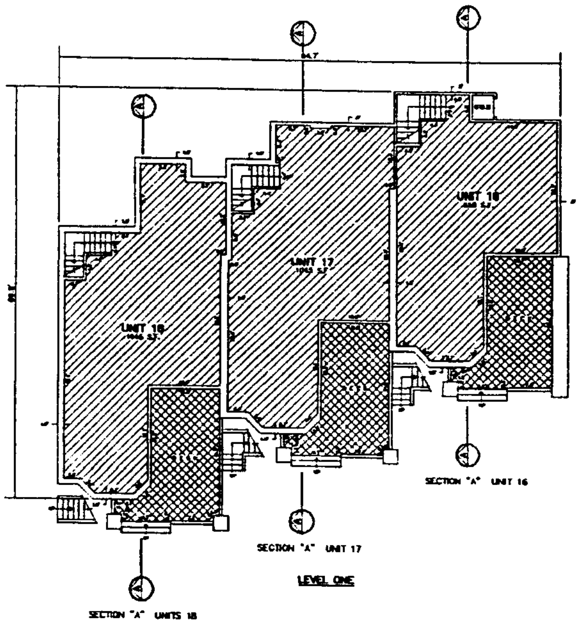
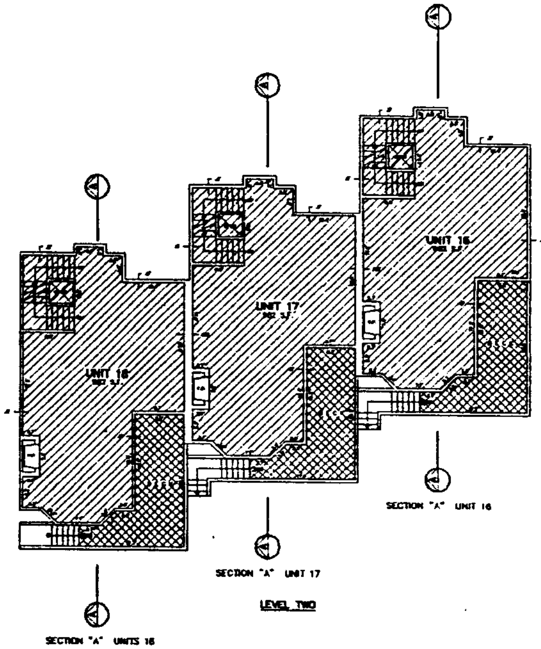
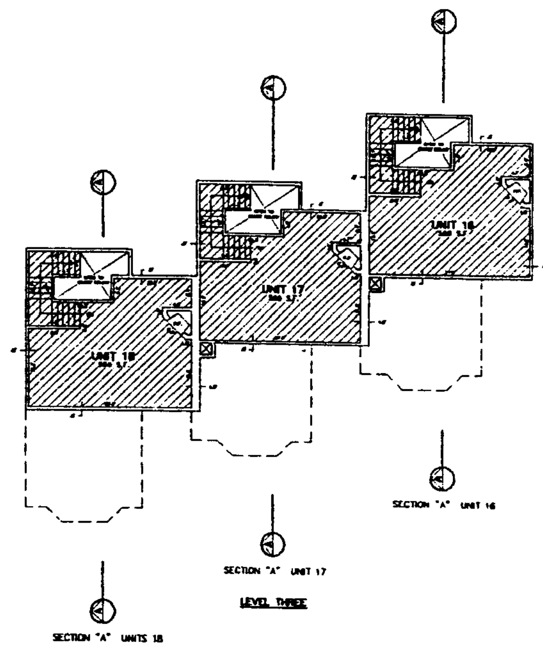
80



LEVEL ONE



LEVEL TWO



LEVEL THREE

81

UNIT SQUARE FOOTAGE TABLE

UNIT	LEVEL ONE	LEVEL TWO	LEVEL THREE	TOTAL
16	856	982	[illegible]	2409
17	1046	982	[illegible]	[illegible]
18	1046	982	580	[illegible]

COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

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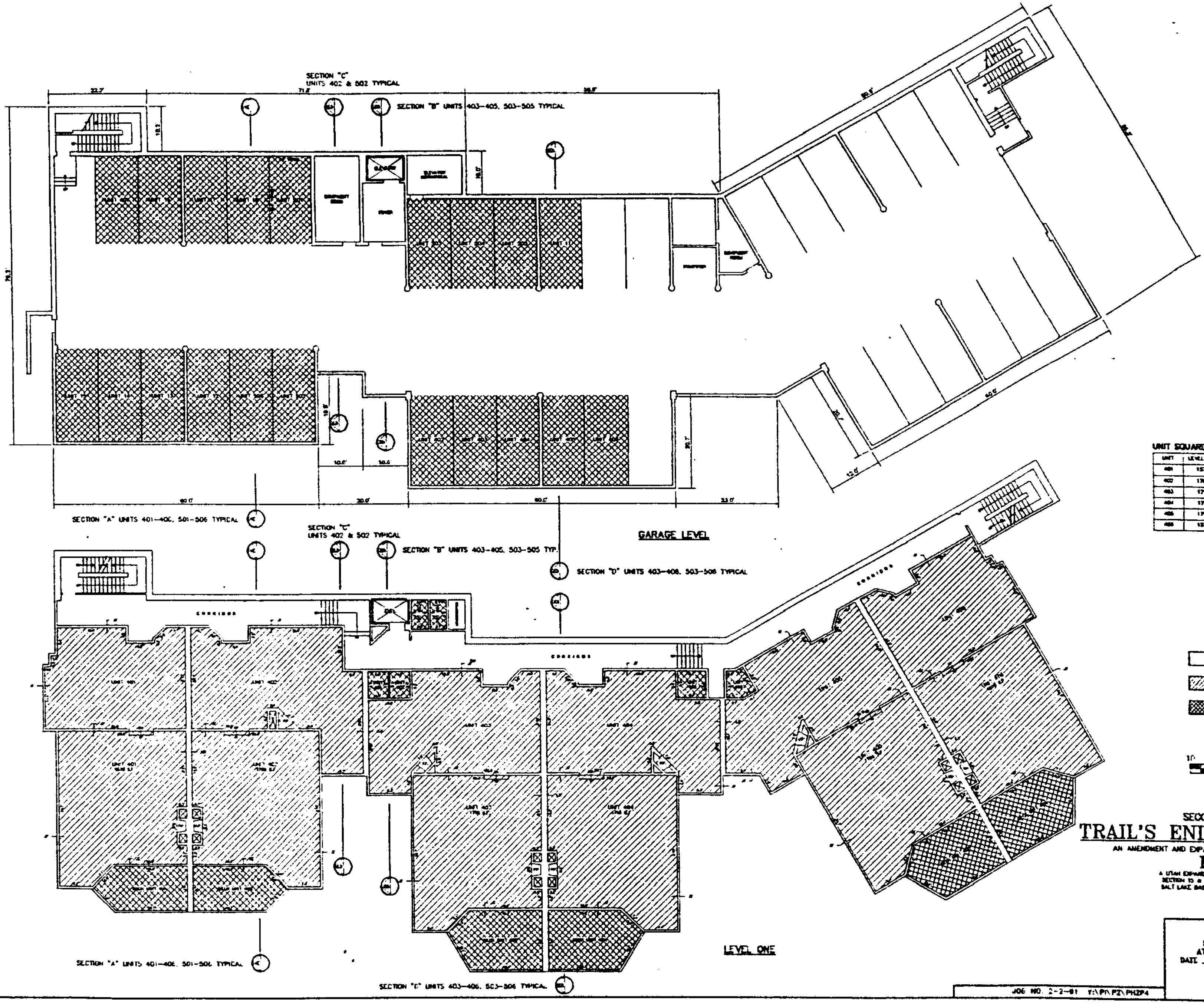

UNIT SQUARE FOOTAGE TABLE

UNIT	LEVEL ONE	TOTAL
401	1576	1576
402	1765	1765
403	1716	1716
404	1715	1715
405	1766	1766
406	1576	1576

SECOND AMENDMENT TO

TRAIL'S END AT DEER VALLEY

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A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED IN SECTION 15 & 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

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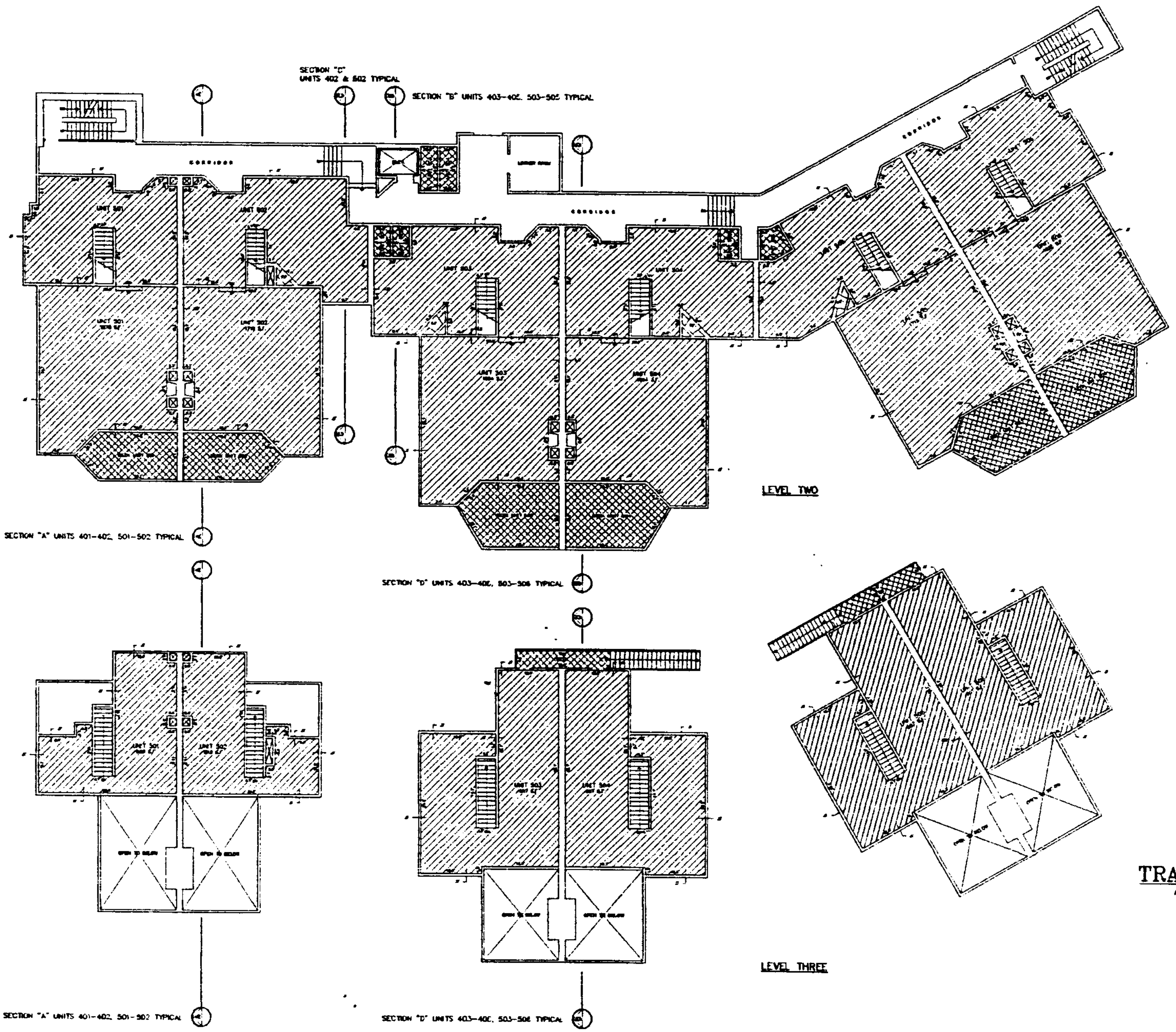

UNIT SQUARE FOOTAGE TABLE

UNIT	LEVEL TWO	LEVEL THREE	TOTAL
501	1576	[illegible]	[illegible]
502	1778	[illegible]	[illegible]
503	[illegible]	607	[illegible]
504	[illegible]	607	[illegible]
505	1775	[illegible]	[illegible]
506	[illegible]	[illegible]	[illegible]

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

SECOND AMENDMENT TO

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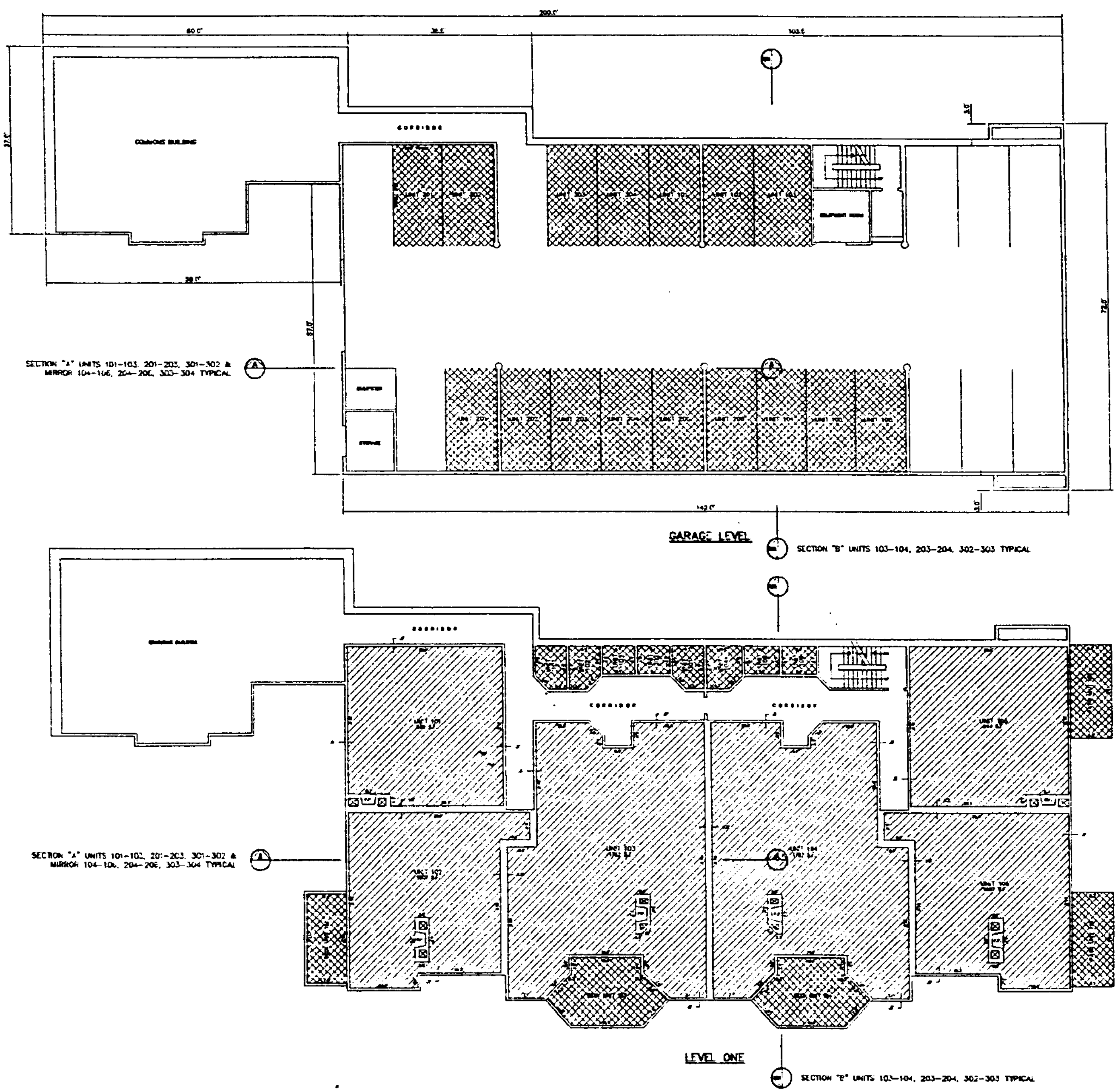

UNIT SQUARE FOOTAGE TABLE

UNIT	LEVEL ONE	TOTAL
101	838	838
102	1607	1607
103	1763	1763
104	1762	1762
105	944	944
106	1007	1007

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

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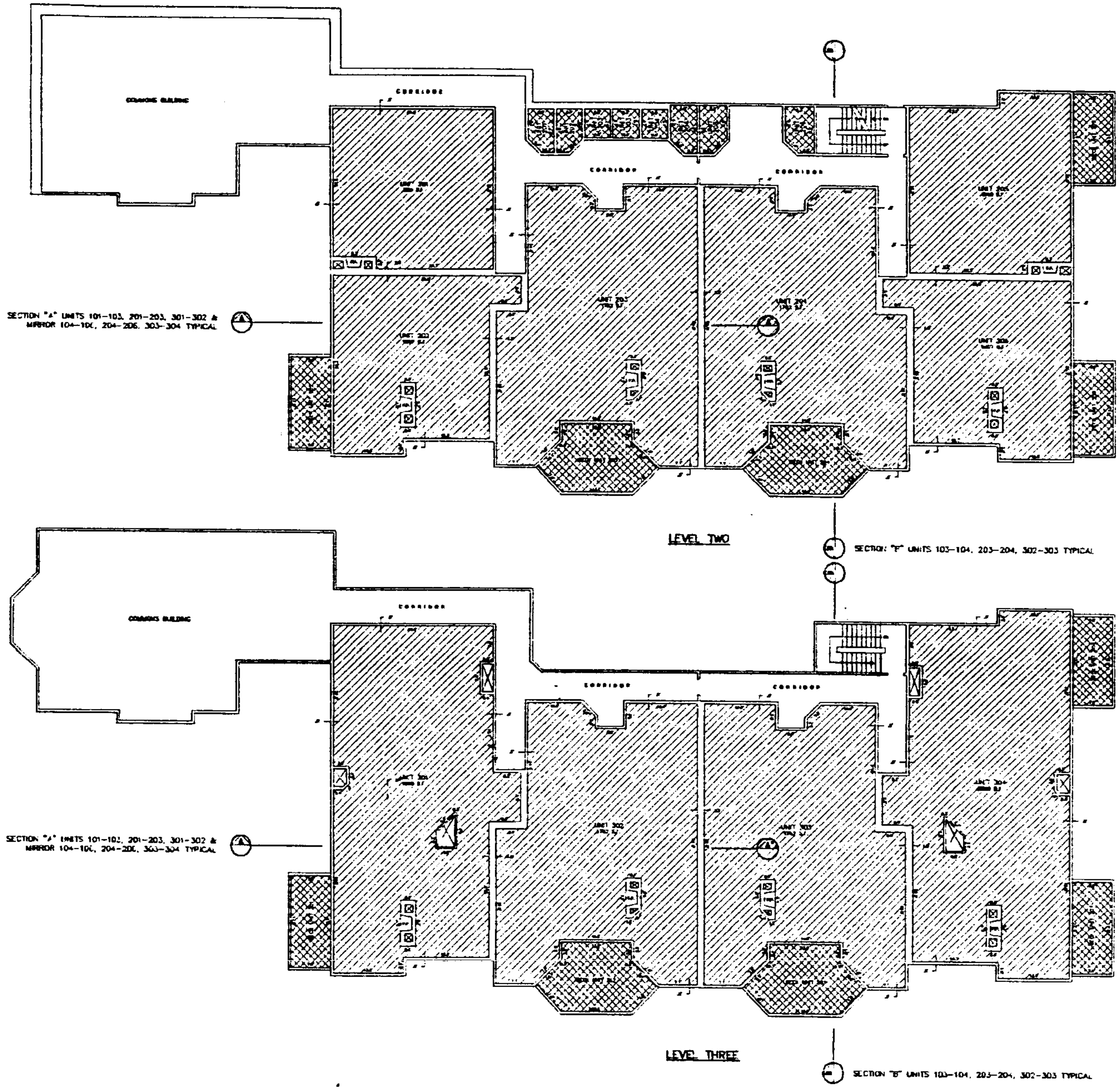

UNIT SQUARE FOOTAGE TABLE

UNIT	LEVEL TWO	TOTAL
201	[illegible]	[illegible]
202	1007	1007
203	1762	1762
204	1762	1762
205	[illegible]	[illegible]
206	1007	1007

UNIT SQUARE FOOTAGE TABLE

UNIT	LEVEL THREE	TOTAL
301	[illegible]	[illegible]
302	1762	1762
303	1762	1762
304	[illegible]	[illegible]

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

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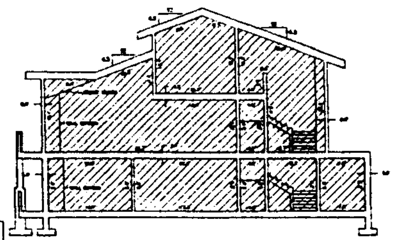
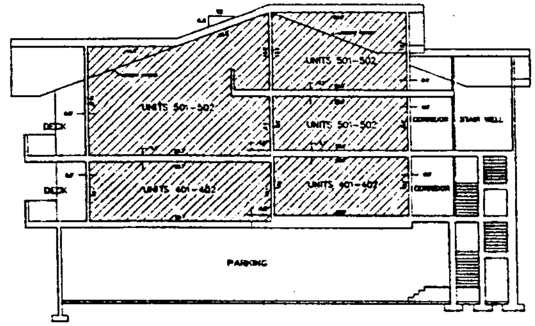
85



UNITS 11 & 12, ELEVATION= 7280.0
UNIT 13, ELEVATION= 7252.0
UNIT 14, ELEVATION= 7260.0
UNIT 15, ELEVATION= 7268.0
UNIT 16, ELEVATION= 7274.0
UNIT 17, ELEVATION= 7282.0
UNIT 18, ELEVATION= 7280.0

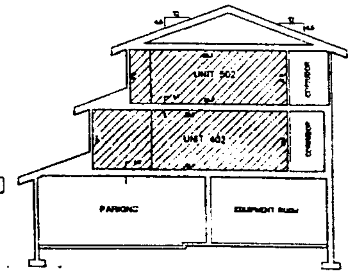
SECTION "A" UNITS 11–15



LEVEL ONE = SEE TABLE

UNITS 401 & 402, ELEVATION= [illegible]
UNITS 403 & 404, ELEVATION= [illegible]
UNITS 405 & 406, ELEVATION= [illegible]

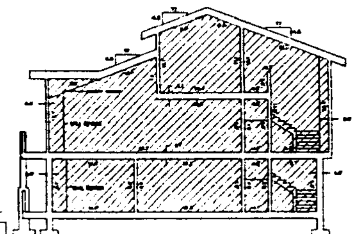
SECTION "A" UNITS 401–402, 501–502



LEVEL ONE = SEE TABLE

UNIT 402, ELEVATION= [illegible]

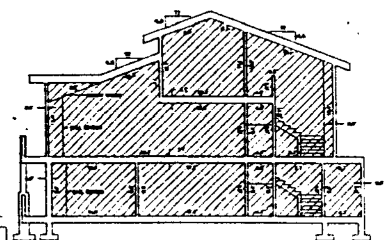
SECTION "C" UNITS 402 & 502



LEVEL ONE = SEE TABLE

UNITS 11 & 12, ELEVATION= 7280.0
UNIT 13, ELEVATION= 7252.0
UNIT 14, ELEVATION= 7260.0
UNIT 15, ELEVATION= 7268.0
UNIT 16, ELEVATION= 7274.0
UNIT 17, ELEVATION= 7282.0
UNIT 18, ELEVATION= 7280.0

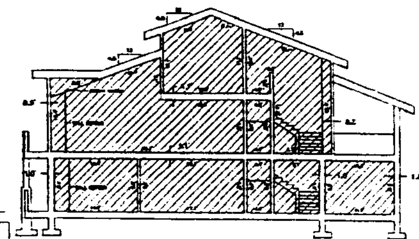
SECTION "A" UNIT 16



LEVEL ONE = SEE TABLE

UNITS 11 & 12, ELEVATION= 7280.0
UNIT 13, ELEVATION= 7252.0
UNIT 14, ELEVATION= 7260.0
UNIT 15, ELEVATION= 7268.0
UNIT 16, ELEVATION= 7274.0
UNIT 17, ELEVATION= 7282.0
UNIT 18, ELEVATION= 7280.0

SECTION "A" UNIT 17



LEVEL ONE = SEE TABLE

UNITS 11 & 12, ELEVATION= 7280.0
UNIT 13, ELEVATION= 7252.0
UNIT 14, ELEVATION= 7260.0
UNIT 15, ELEVATION= 7268.0
UNIT 16, ELEVATION= 7274.0
UNIT 17, ELEVATION= 7282.0
UNIT 18, ELEVATION= 7280.0

SECTION "A" UNIT 18

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

10 0 10 20 FEET

SECOND AMENDMENT TO

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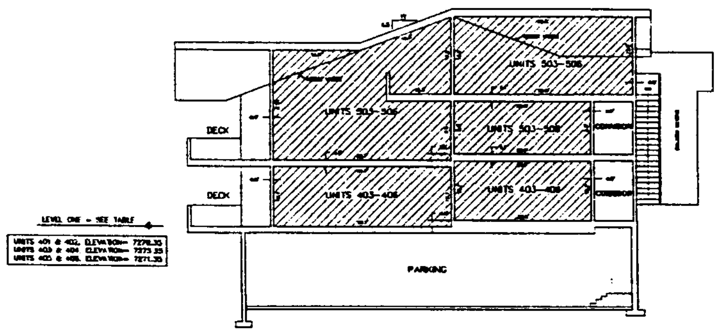
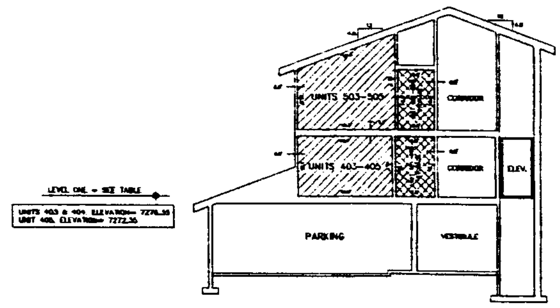
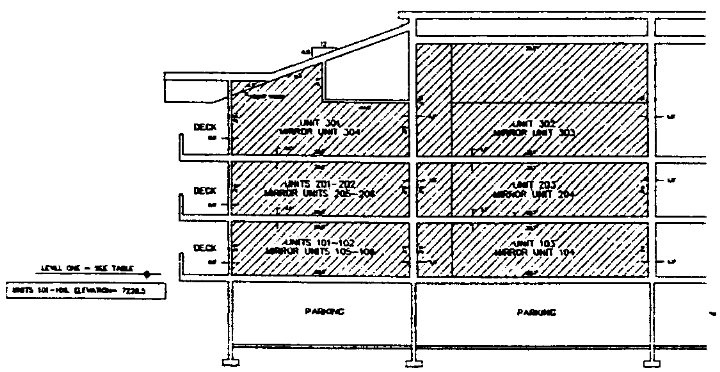


SECTION "D" UNITS 403–406, 503–506

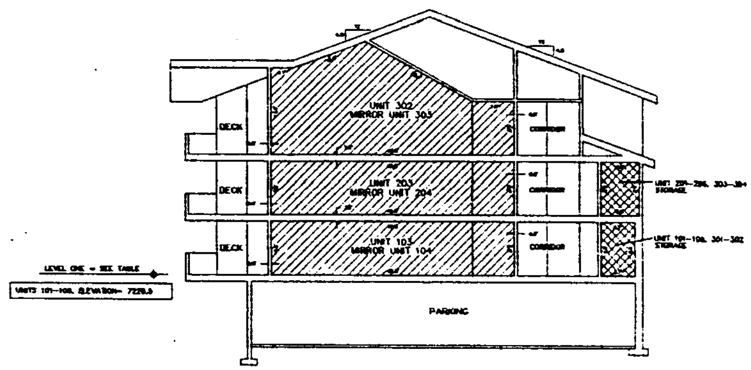


SECTION "B" UNITS 403–405, 503–505

COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP



SECTION "A" 101–106, 201–206, 301–304



SECTION "B" UNITS 103–104, 203–204, 302–303

10 0 10 20 FEET

SECOND AMENDMENT TO

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JOB NO. 2-2-91 F:\P\P2\PH2P9

September 23, 1997

To: Park City Municipal Corporation
    Planning Department

Attn: Meg Ryan

Re: Plat Amendment Application
    Record of Survey Amendment
    Trail's End at Deer Valley

Trail's End
AT DEER VALLEY

Kim R. McGuire
John C. Kinnear III

Mailing Address
Post Office Box 505
Park City, Utah 84060

Office Location
Suite 217
1375 Deer Valley Drive
Deer Valley, Utah

801 / 649-4022
Fax 801 / 649-1553

General Description of the Proposal:

We are proposing to amend the existing Record of Survey for the above referenced project as follows:

1. We have re-drawn the interior configuration and interior architecture for the final phase of Trail's End to reduce the number of units from 16 to 15. The building was originally approved as sixteen units which included 8 one-bedroom units, 6 two-bedroom units, and 2 three-bedroom units. The proposed configuration is 6 one-bedroom units, 6 two-bedroom units and 3 three-bedroom units.

2. Originally, each of these units included a forced air heating system and wood burning fireplaces. These items required vents, flues, and chases through neighboring units. These chases are shown on the existing plat. The units are being constructed with radiant heating systems and fire place gas appliances in most units which alleviate the need for vents and chases. The chases which penetrate the neighboring units have been removed or modified on the proposed plat.

3. Units 301-304 as shown on the existing plat were single story units with huge open ceilings and huge enclosed truss bays. We have added a secondary means of egress to these units which enables us to create a habitable second floor. The area we are now including on the plat was previously shown on the architectural plans as uninhabitable attic space. Thus, this space already exists within the approved roof lines with the exception that the proposed ridgeline is moved westerly into the existing grade. The exterior changes have been previously reviewed by the Planning Department for consistency with zoning height limitations.The parking structures for the entire project remained unchanged by all of the above proposed changes, although the required

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PLANNING DEPT.

EXHIBIT C

parking has been reduced by the reduction of the number of units.

All of the above changes do not require material changes in the exterior of the approved buildings with the exception of the stairs exiting units 301-304 as discussed above. In most case, however, these changes do involve encroachments into what is currently shown as common area. Please note that in the C,C,& R's for this project, a copy of which is attached, encroachments are permissible with the consent of the trustees of the Association (Section 4.01). This consent has been given, and a copy of this permission, executed by the president of the Association, is attached.

Also, please note that under the terms of the C,C,& R's, we, as the declarant, have the obligation to amend the voting percentages upon completion of each of our phases. Thus, when we have completed our current phase we will amend the C,C,& R's so that the voting percentages of each unit conform to the sizes of each unit as shown on our proposed plat. We are required to do this so that each owner pays his fair share of Association expenses based on his actual square feet of unit size.

Our proposed plat amendment will bring the plat into conformance with the Association voting rights and the currently existing architecture and buildings; architecture and buildings which have previously been duly approved by both the Planning and Building Departments.

Please call me at 649-4022 so that I may respond to any questions this letter may raise.

Sincerely,

Kim R. McGuire, Managing Partner
Trail's End at Deer Valley Joint Venture

NOTES TO THE ATTACHMENTS:

1. Two complete sets of C,C,&R's & By-Laws were submitted last year. Accordingly, only the <u>additions</u> to the C,C,&R's are submitted herewith. (Second Amendment to Trail's End at Deer Valley record of survey as recorded 11/21/96, and Sixth Amendment to Declaration of Condominium as recorded 11/21/96) Additional copies of the complete C,C,&R's are available if needed.

2. As per last year, an envelope for only the Lakeside & Inn The Trees Condominium HOA is submitted herewith. Envelopes for all Lakeside Condominium owners will be provided if required.

PARK CITY

CITY COUNCIL STAFF REPORT

DATE: 11-Dec-97
DEPARTMENT: Community Development Department
AUTHOR: Megan B. Ryan/Alison Khulow
TITLE: Lots 6, 7 and 8 of Block 8 of the Park City Survey known as 625 Main St.
TYPE OF ITEM: Plat amendment - Legislative

SUMMARY RECOMMENDATIONS:

Conduct a Public hearing and consider the Planning Commission's recommendation to the City Council to adopt an ordinance amending the Park City Survey, Block 8, Lots 6, 7 and 8, to create one development parcel from three lots.

PROJECT DESCRIPTION:

Applicant: Steve Deckert, Alliance Engineering representing Gary Cole and Steve Chin, owners
Location: 625 Main St.
Proposal: Plat amendment to create one parcel from three
Zoning: Historic Commercial Business, (HCB)
Adjacent Uses: Mercato Restaurant, Fashion Coalition Building (Commercial)
Date of Application: July 22, 1997 – updated on November 20, 1997

A. Topic/Background

This is a request for a plat amendment to combine three 25' x 75' lots under the same ownership into one parcel. The project site is located in the HCB zone in the Historic District. A plat amendment is necessary to combine the existing parcels to create one 5,625 square foot development parcel. One commercial two-story structure is proposed on site.

The Planning Commission held a hearing on this project on December 11, 1997 and voted to forward a positive recommendation to the City Council. No public input was given.

The final design will require approval form the Historic District Commission, (HDC). The preliminary design will be introduced to the HDC for a work session on December 15. Staff will update the Council on the initial reaction by the Commission at the night of your meeting.

B. Analysis

The applicant proposes to construct an approximately 11,851 square foot, retail commercial development. The proposed amendment will create this development parcel from the existing three lots, No. 6, 7 and 8 of the Park City Survey, that are platted as 25' x 75'. The State of Utah took a corner of Lot 8, on Heber and Main, in the early 40's for right-of way purposes.

The site is on located at probably the most prominent corner of Main Street and will be an important infill site. Impacts, both visual and physical, for both the pedestrian and vehicular traffic will need to be carefully incorporated into the design. Due to the complexity of the site many issues were raised in the review of this application:

1. **Impact on Adjacent Mercato Restaurant** – The Mercato restaurant is held under joint ownership with multiple partnerships. Two of the partners own the lots at 625 Main St. This common interest has facilitated discussions on the impacts to the Mercato. The Mercato will be shut down during this construction.

- A ten-foot access easement will be recorded on the plat, which will serve both projects. The easement is required for fire and safety access.
- The parking that Mercato has leased in the past on the 625 Main St. lots will be lost. The Mercato operators will need to demonstrate compliance with their Conditional Use Permit (CUP) parking regulations in order to continue their outdoor dining operations. An amendment to the CUP may be requested.
- The Mercato entry will be redesigned to grade and will have a covered walkway. A portion of the roof on Mercato will be removed and replaced with the covered walkway.
- The back area of Mercato will also be regraded and redesigned to accommodate parking and service delivery. Necessary easement notes will be added to the plat.

2. **Construction and Staging** – Construction of this project will obviously create a huge impact not only on adjacent property owners but on Main Street's vehicular and pedestrian traffic as well. Staff will work with the applicant to construct a reasonable plan to mitigate these impacts. A construction mitigation plan will be required prior to the issuance of any building permit.
3. **Design/parking and circulation** - Staff has been working with the applicant on design details. The footprint and site layout was brought to staff in a final

stage and room for negotiation has been minimal. The design will be introduced to the HDC for a work session on December 15. The Planning Commission liaison will attend that meeting. As a corner building, a 25' clear view setback is required for this building. The building has been designed to meet this requirement. Parking and height compliance will be calculated upon the working drawing submittal for a building permit. Initial calculations show that the square footage exceeds the 1.5 Floor Area Ratio parking exemption level for this zoning district. The applicant will have a model of the proposed building will be available at the meeting.

C. Department Review.
The City wide staff team and the City Attorney's Office have reviewed this request. Issues raised at the staff meeting will be addressed through final conditions of approval.

D. Notice
All owners within the 300' of the property were noticed on November 24, 1997. No input has been received at the time of this report and no input was given at the public meeting held on December 10, 1997.

ALTERNATIVES

A. Approve the amendment to the Park City Survey Lot 6, 7 and 8, Block 8 which will allow for the construction of one building.
B. Deny the proposed amendments and retain the original recorded plats, which could be developed separately.
C. Continue the item for further discussion and information.

SIGNIFICANT IMPACTS:

The proposed amendments will create a development parcel of approximately 5,625 square feet. A commercial building of approximately 11,851 square foot is proposed for the site. The Historic District Commission will review the building design.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The proposed building could not be constructed, as it would not be in compliance with Utah codes. The law does not allow buildings to be constructed over property lines. Three smaller structures with zero lot lines could be built on the site within the existing platted lot lines. The lot on the corner of Heber and Swede would need to incorporate a building design that complied with the clear view of intersecting streets.

RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing, consider public input, and consider the Planning Commission's recommendation to adopt the proposed ordinance amending the Park City Survey, Lots 6, 7 and 8, Block 8 based on the following:

Findings:
1. The parcel is located in the Historic Commercial Business (HCB) zoning district.
2. The property is located on the corner of two of Park City's busiest streets, Heber Avenue and Main Street. Pedestrian and vehicular traffic are heavy in this area. Construction staging and mitigation will need to be carefully handled on this site.
3. The revision will combine three lots into one parcel in order to allow one structure to be built on the site.
4. A 25' setback exists on the corner of Heber Ave. and Main St. to provide for and comply with the clear view of intersecting streets requirement outlined in the Land Management Code. This setback is identified on the proposed plat.
5. A ten foot public access easement is required on the northwest side of the building for fire and safety purposes.
6. Access from the north side of the building will be provided by an easement on the adjacent property.
7. Any visual impacts resulting from this amendment will be mitigated through the Historic District Design review process.

Conclusions of Law:
1. The plat amendment is in compliance with Chapter 15 of the Land Management Code.
2. There is good cause for the revision as: 1) the corner portion of the property will remain open to pedestrian traffic; 2) a clear view will be provided for vehicular traffic on the corner and; 3) the design will provide for a uniform buildign theme on this prominent corner and entry to the Historic District.
3. Neither the public nor any person will be materially injured by the proposed plat revision.

Conditions:
1. City Attorney and City Engineer review and approval of the amended plat for compliance with Land Management Code, Utah State Code and these Final Conditions of Approval is a condition precedent to plat recordation.
2. A ten-foot access easement for the northwest side of the building must be obtained and recorded concurrently with the plat. A note to this effect shall be added to the plat.
3. Approval of a construction mitigation plan is a condition precedent to the issuance of any building permit.
4. If the amendment is not recorded within one year of this approval date this approval shall become null and void.

Exhibits
Location Map
Exhibit A - Ordinance
Exhibit B - Proposed plat and easement graphic
Exhibit C - Elevations

625 Main St.

PARK CITY
1884

EXHIBIT A

ORDINANCE NO. 97-___

AN ORDINANCE APPROVING AN AMENDMENT TO LOT 6, 7 AND 8, BLOCK 8, OF THE PARK CITY SURVEY KNOWN AS 625 MAIN STREET, PARK CITY, UTAH

WHEREAS, the owners of the property known as 625 Main St. petitioned the City Council for approval of a amendment to the final plat; and

WHEREAS, proper notice was sent and the City Council held a public hearing to receive input on the proposed amendment on; and

WHEREAS, it is in the best interest of Park City to approve the amendment, and

WHEREAS, there is good cause for the revision as the reconfiguration does not affect the development parameters for site; and

WHEREAS, neither the public nor any person will be materially injured by the proposed plat revision.

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

SECTION 1. The amendment to Park City Survey, Lots 6, 7, and 8, Block 8, is approved as shown on the attached Exhibit A with the following findings, conclusions and conditions:

Findings:

1. The parcel is located in the Historic Commercial Business (HCB) zoning district.
2. The property is located on the corner of two of Park City's busiest streets, Heber Avenue and Main Street. Pedestrian and vehicular traffic are heavy in this area. Construction staging and mitigation will need to be carefully handled on this site.
3. The revision will combine three lots into one parcel in order to allow one structure to be built on the site.
4. A 25' setback exists on the corner of Heber Ave. and Main St. to provide for and comply with the clear view of intersecting streets requirement outlined in the Land Management Code. This setback is identified on the proposed plat.
5. A ten foot public access easement is required on the northwest side of the building for fire and safety purposes.
6. Access from the north side of the building will be provided by an easement on the adjacent property.
7. Any visual impacts resulting from this amendment will be mitigated through the Historic District Design review process.

Conclusions of Law:

1. The plat amendment is in compliance with Chapter 15 of the Land Management Code.
2. There is good cause for the revision as: 1) the corner portion of the property will remain open to pedestrian traffic; 2) a clear view will be provided for vehicular traffic on the corner and; 3) the design will provide for a uniform buildign theme on this prominent corner and entry to the Historic District.
3. Neither the public nor any person will be materially injured by the proposed plat revision.

Conditions:

1. City Attorney and City Engineer review and approval of the amended plat for compliance with Land Management Code, Utah State Code and these Final Conditions of Approval is a condition precedent to plat recordation.
2. A ten-foot access easement for the northwest side of the building must be obtained and recorded concurrently with the plat. A note to this effect shall be added to the plat.
3. Approval of a construction mitigation plan is a condition precedent to the issuance of any building permit.
4. If the amendment is not recorded within one year of this approval date this approval shall become null and void.

SECTION 2. This ordinance shall take effect upon publication.

DATED this the 18th day of December 1997.

PARK CITY MUNICIPAL CORPORATION

____

Bradley A. Olch, Mayor

ATTEST:

____

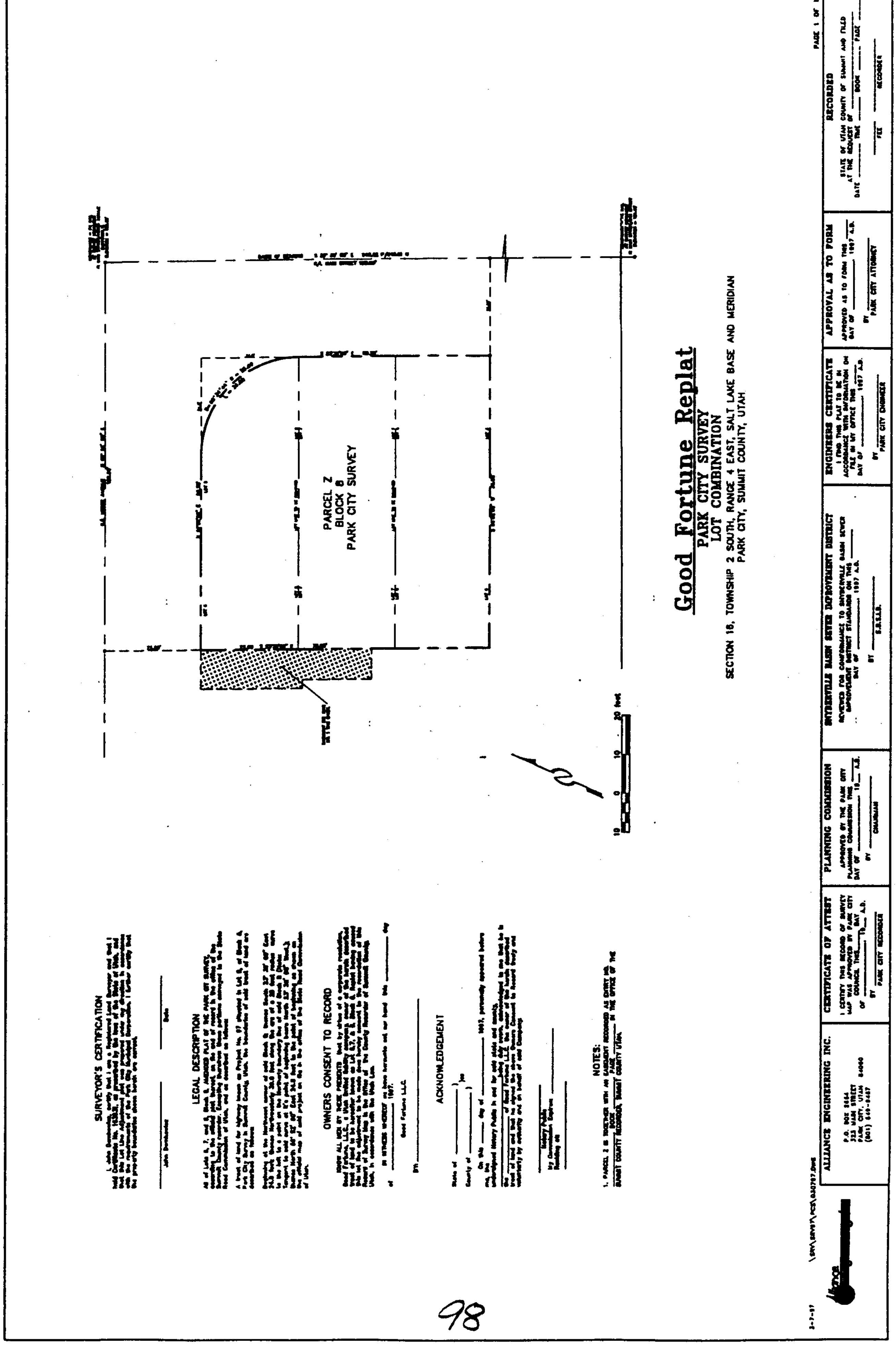
Jan Scott, Deputy City Recorder

APPROVED AS TO FORM:

____

Mark Harrington, Assistant City Attorney

Exhibit B - Proposed plat and easement graphic



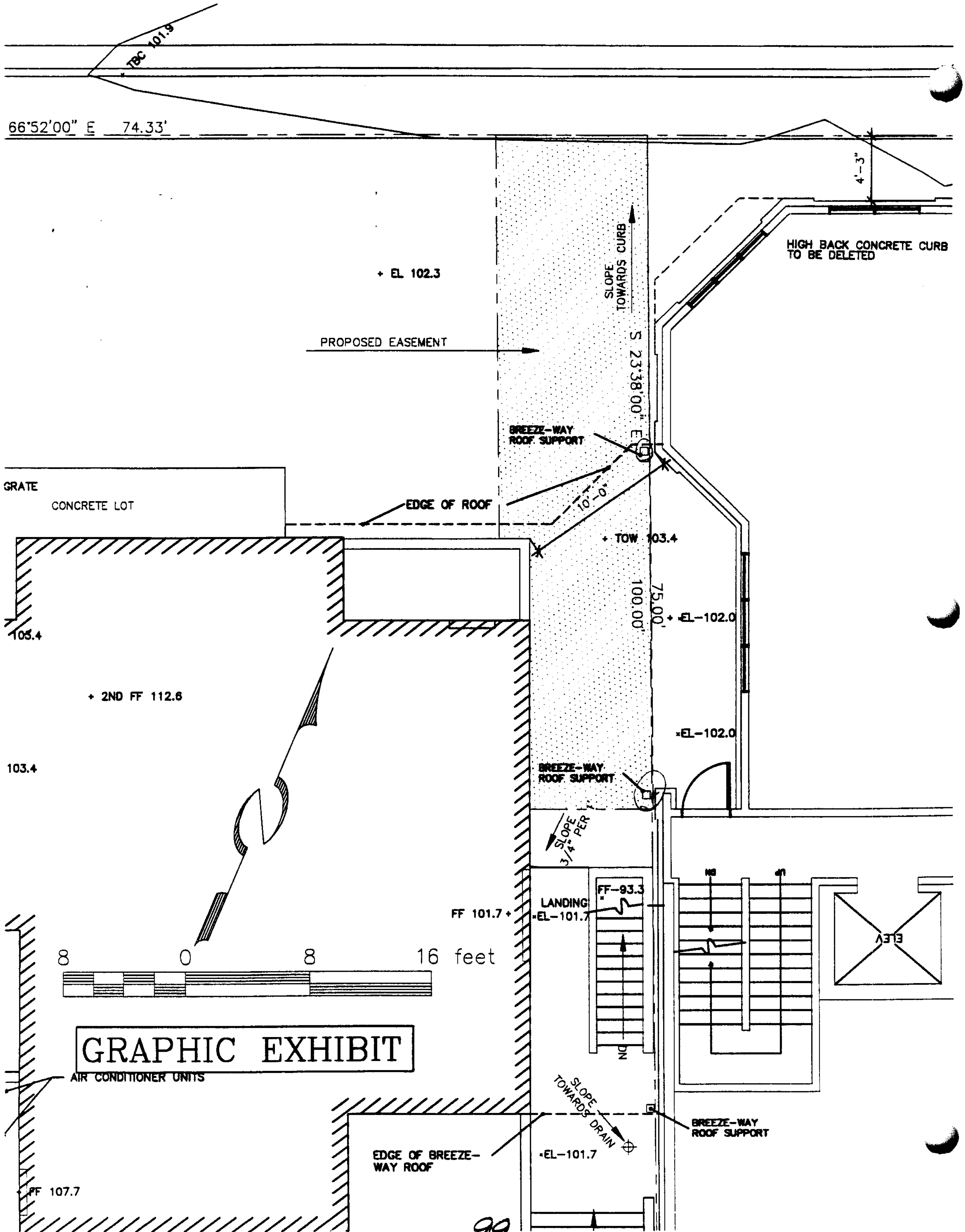
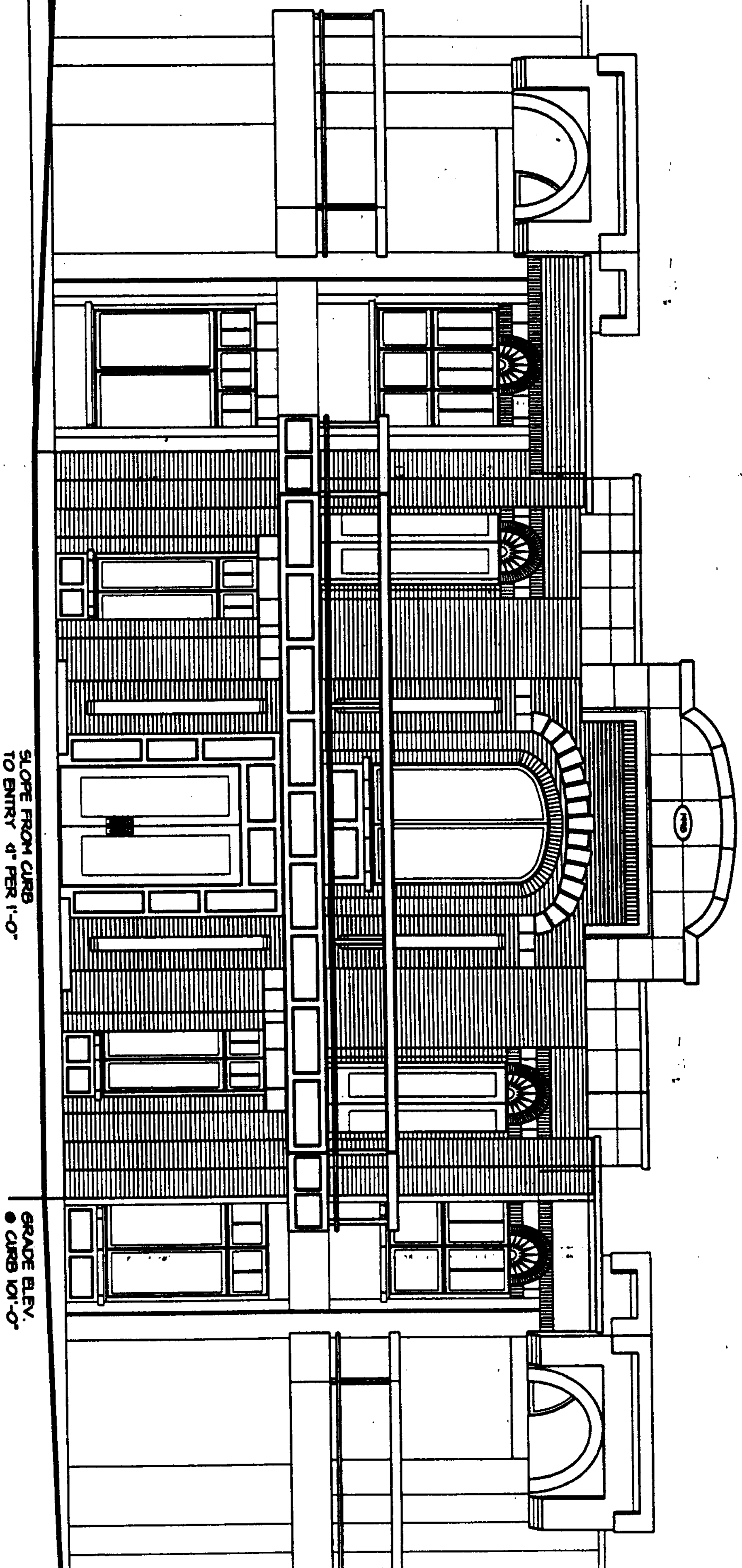

TBC 101.9
66°52'00" E 74.33'
4'-3"
HIGH BACK CONCRETE CURB TO BE DELETED
SLOPE TOWARDS CURB
EL 102.3
PROPOSED EASEMENT
S 23°38'00" E
BREEZE-WAY ROOF SUPPORT
GRATE
CONCRETE LOT
EDGE OF ROOF
10'-0"
TOW 103.4
100.00'
75.00'
EL-102.0
105.4
2ND FF 112.6
EL-102.0
103.4
BREEZE-WAY ROOF SUPPORT
SLOPE 3/4" PER
FF-93.3
LANDING
FF 101.7
EL-101.7
DN
UP
ELEV
8 0 8 16 feet
GRAPHIC EXHIBIT
AIR CONDITIONER UNITS
DN
SLOPE TOWARDS DRAIN
BREEZE-WAY ROOF SUPPORT
EDGE OF BREEZE-WAY ROOF
EL-101.7
FF 107.7

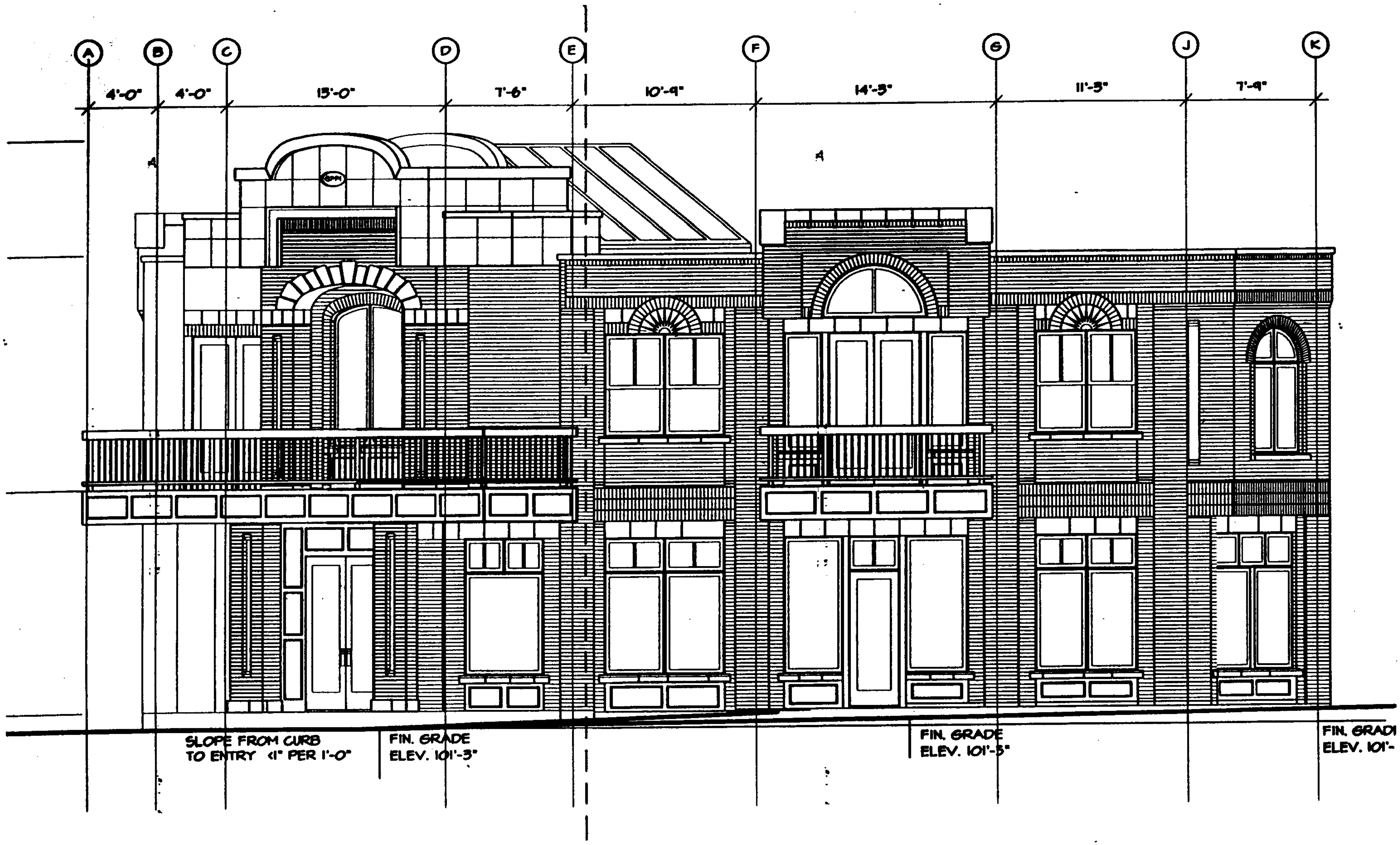
EXHIBIT C



100

MAIN STREET ELEV.

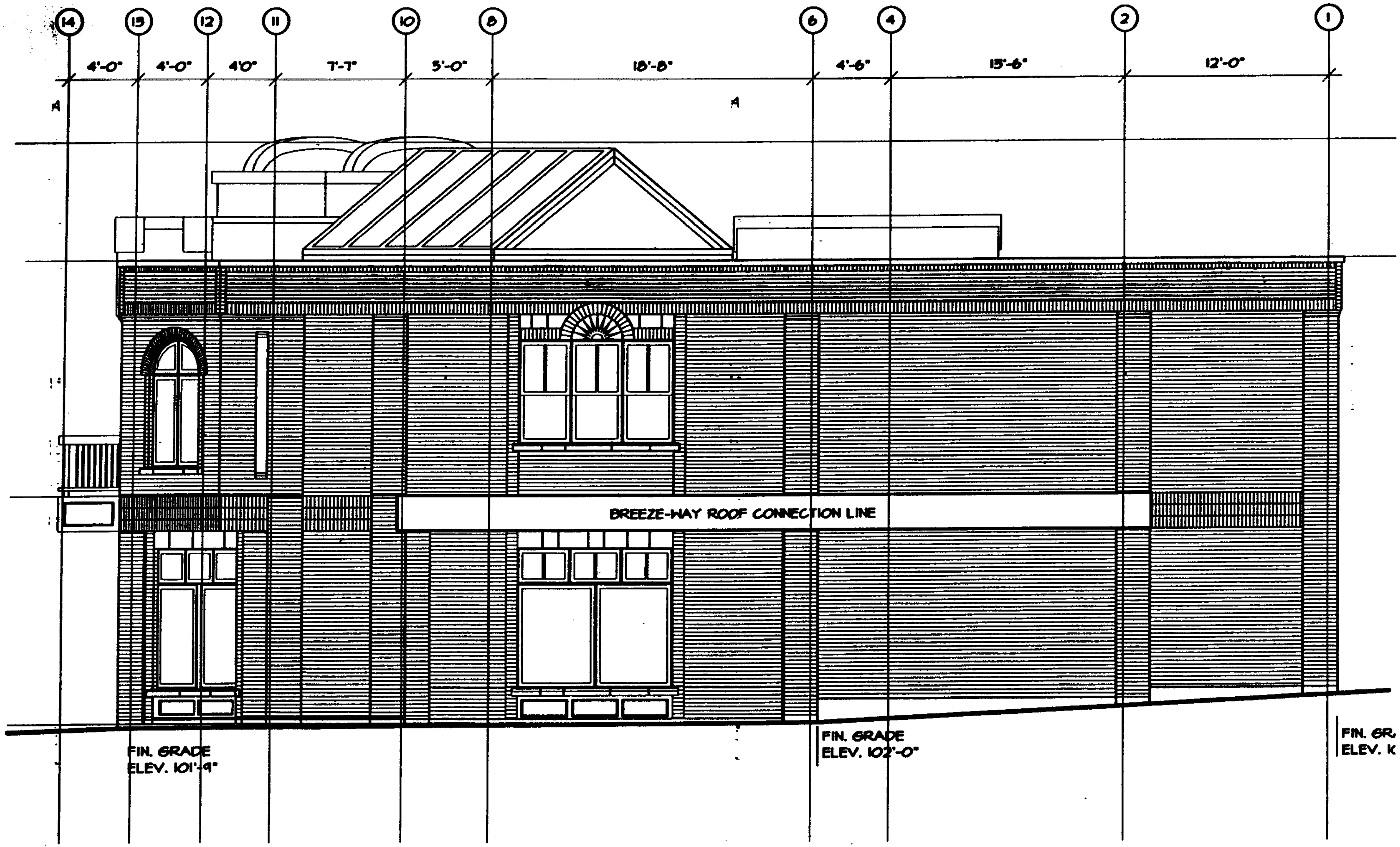
SCALE: 1/8" = 1'



HEBER AVENUE ELEV.

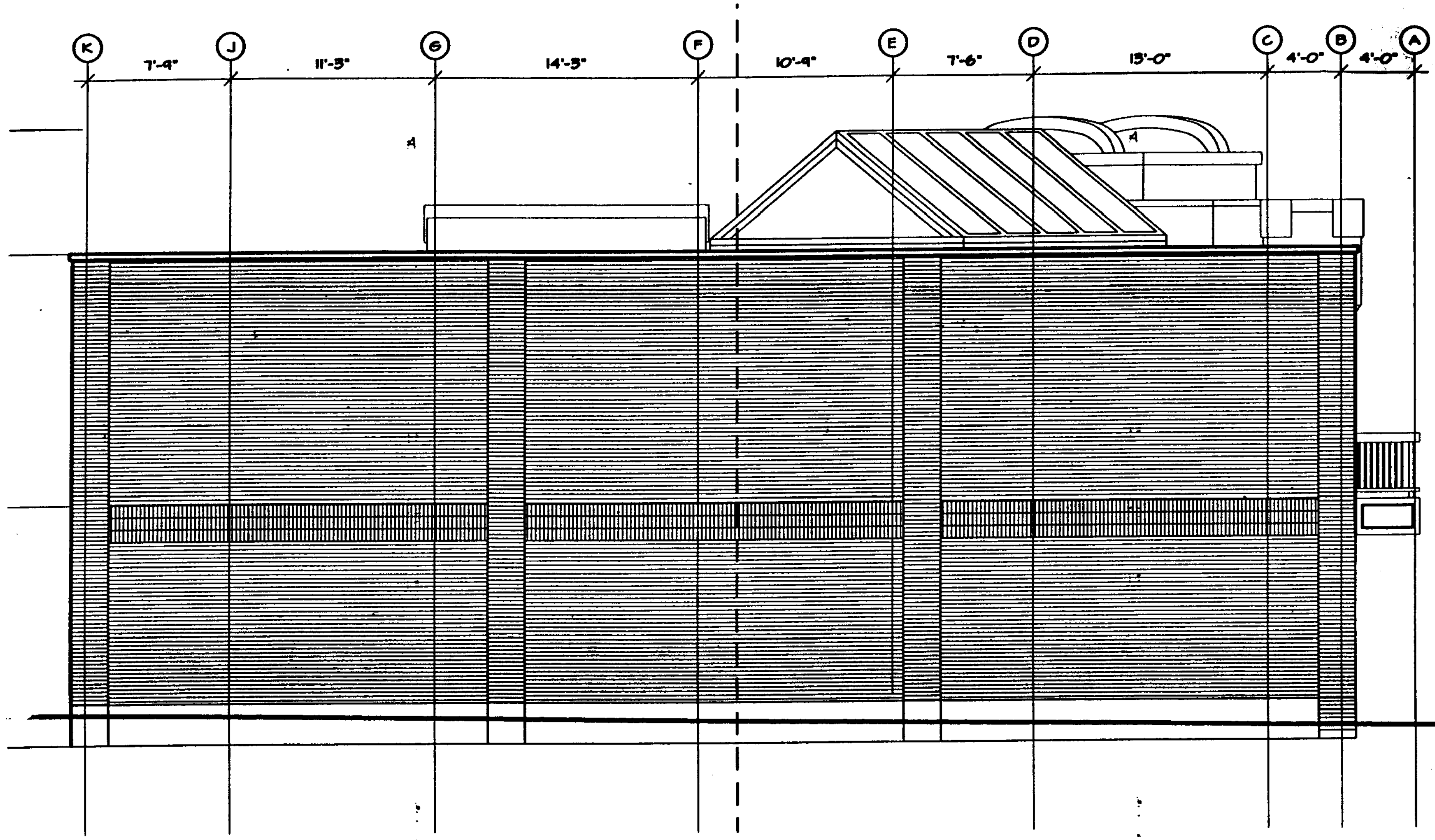
SCALE: 1/4" = 1'

102



WEST ELEVATION

103



SOUTH ELEVATION
SCALE: 1/4" = 1'

104

PARK CITY
1884

DATE: 12/15/97
DEPARTMENT: Legal
AUTHOR: Thomas A. Daley
TITLE: Authorization to file civil enforcement action- Treasure Mountain Inn
TYPE OF ITEM: Litigation

SUMMARY RECOMMENDATIONS: **Authorize the Legal Department to file a civil complaint against the TMI Homeowners Association to cure various Fire Code violations.**

DESCRIPTION:

A. Topic: Enforcement of the Uniform Fire Code (UFC), as adopted by the Municipal Code of Park City (MCPC).

B. Background: In August, 1995, a fire occurred in building number one of the Treasure Mountain Inn. The post-fire inspection revealed deficient fire separation in the ceiling of the parking garage. The Building Department had brought this problem to the owners' attention by letter in August, 1992. On February 7, 1996, Park City's Building Department sent a letter to David Leonard, then-Chairman of the TMI Homeowners' Association, stating that if a response was not received within seven days regarding the deficient fire protection in the garage ceiling, a request would be filed with the legal department to take action. On October 9, 1997, and again on December 1, 1997, Park City's legal department sent letters to Nick Pantilekas, TMI's current Homeowners' Association chairman, stating that if the matter were not corrected by Friday, December 12, 1997, that authorization for a civil enforcement action would be requested of the Park City Council on December 18, 1997. On December 8, 1997, Mr. Pantilekas sent a letter to all Treasure Mountain Inn homeowners (copy attached) explaining that two homeowners had not yet paid the July 25, 1997 special assessment which was implemented to correct the garage ceiling deficiencies. Mr. Pantilekas further asked the homeowners to "vote" on whether they would 1) Pay another assessment to complete the project; 2) Pay for legal counsel to defend against legal action; or 3) Accept a court order to close building one.

Building Department staff has had ongoing discussions with various homeowners, including the Chairman of the HOA, without any resolution.

C. Analysis: The garage ceiling is in violation of the Uniform Fire Code.

D. Department Review: The Legal Department and Building Department have reviewed this matter.

ALTERNATIVES:

A. Approve the Request: **Authorize the Legal Department to file a civil complaint against the owner of TMI to cure various Fire Code violations.** This is the recommended action.

B. Deny the Request: Direct staff to continue to negotiate with the owner of the property.

C. Continue the Item: If you or the public has questions regarding this matter that are not addressed in this report and cannot be addressed at the meeting, the Council should continue this matter to the next meeting and remove the item from the consent agenda.

D. Do Nothing: The property will remain in non-compliance. Mr. Ivie is strongly interested in bringing the garage into compliance with the Uniform Fire Code.

SIGNIFICANT IMPACTS: An unsafe situation is remedied.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: This would effectively tie the hands of the Building Department and allow the violations to continue. However, Ron could then recommend that criminal charges be filed, which does not require Council approval

RECOMMENDATION: Authorize the City Attorney to file a civil action in the Third District Court of Summit County asking: 1. The court to declare that the ceiling is in violation of the Uniform Fire Code. 2. The court to permanently enjoin TMI from operating the building in its current, unsafe condition. 3. The court to order TMI to remedy the situation by a date certain. 4. The court to authorize Ron Ivie to remedy the situation if it is not corrected by the date certain and thereafter seek reimbursement for work performed.

THE ASSOCIATION OF UNIT OWNERS OF TREASURE MOUNTAIN INN

December 8, 1997

To Treasure Mountain Inn Homeowners:

Enclosed please find correspondence from Park City Legal Department regarding the failure of the HOA to complete the garage fire safety project. It is expected that the City Council will authorize the City Attorney to file a civil enforcement action in the Third District Court of Summit County, Utah, on December 18th, 1997.

The Board is seeking your input and direction regarding this pending litigation. It is believed that the Court will order the project be completed by a date certain or building #1 will be closed for occupancy. As you have been previously been informed, the reason the project has not been completed is that the assessment has not been paid in full. The Leonard entities have not paid their assessment in full and still owe about $34,000.00, and only one other homeowner, George Moricoli, still owes about $1,950.00, bringing a total of $35, 950.00 still owed. The Board has worked with legal counsel to collect these monies that were due on July 25th, 1997, but has been unsuccessful to date.

We are seeking your direction regarding the advisability of defending the Association's failure to complete this project. It is my opinion that the Association cannot successfully defend refusing to do this project that we have already agreed to and started. There would be considerable legal expense, and I believe we would lose and we would still be ordered to complete this project. The longer we delay in doing this project, the more costly it becomes.

Our options are limited. Do you wish the Board to impose another assessment on those owners who have already paid, do you wish to let the Court order building #1 closed until the project is completed, or can you think of a way to collect from the delinquent accounts? We need your input and help in this matter. We have enclosed a self-addressed envelope, and request that you take the time to give your Board members help in this matter. Please state in writing on whether you are willing to pay another assessment, pay to defend the lawsuit, or allow building #1 to be closed down until the project can be completed.

As your representatives, the Board cannot make this decision alone, but needs your input on this serious matter that affects your property value, insurability, and occupancy. Please complete the following questionnaire and return it in the envelope provided.

The Board will make a decision based on your input, and you will be so advised.

Cordially,

Nick Pantelakis, Chairman
Phone/Fax (435) 649-9830
Ruth Gezelius, Gary Rynearson,
Geraldine Brooks, Don Comerford
TMIHOA Board Members

Cc: Clark Fetzer, Attorney

GARAGE PROJECT QUESTIONNAIRE

OPTION 1 _____ I would be willing to pay another assessment to complete the project.

OPTION 2_____ I would be willing to pay for legal counsel to defend our failure to complete this project we have already started, but failed to complete.

OPTION 3 _____ I am willing to accept the Court order to close Building #1.

COMMENTS: (Include any collection ideas or other alternatives)

___

___

___

___

Unit #_____

Homeowner_______________

PARK CITY 1884

Resolution No. 28-97

A RESOLUTION REPLACING RESOLUTION NO. 27-97 FEE RESOLUTION, IN ITS ENTIRETY AND AMENDING SECTION 7, PARKING VIOLATIONS, TOWING, AND IMPOUND FEES

fr

WHEREAS, it is necessary to update the fee schedule to reflect the changing costs of performing services and providing public benefits; and

WHEREAS, for over a year, the City Council has been contemplating a paid parking system and an enhanced permit and enforcement program in the Historic Core; and

WHEREAS, the City Council has held numerous work sessions on these related issues, including public hearings on July 31, 1997, October 30, 1997, and December 4, 1997; and

WHEREAS, pursuant to authority under State statute, Park City is authorized and desires to enact and amend its fees; and

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

SECTION 1. **AMENDMENT**. Resolution No. 27-97 is hereby replaced in its entirety, by the schedule attached as Exhibit A, which includes amendments to Section 7, Parking Violations, Towing, and Impound Fees.

SECTION 2. **EFFECTIVE DATE**. This Resolution shall take effect on January 1, 1998.

PASSED AND ADOPTED this 18th day of December, 1997.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____

Janet M. Scott, City Recorder

Approved as to form:

____

Mark D. Harrington, Deputy City Attorney

$100.00 Per alarm connected through a direct access device, and not per alarm company, for the initial installation of the alarm.

$50.00 Per year, per alarm for subsequent years or parts thereof.

5.3 Dispatching Fee

$100.00 Per month for each private agency being dispatched from the City Communication Center.

5.4 Vehicle Impound Fee

$20.00 Per vehicle, per impound (also see Section 7.5).

SECTION 6. GRAMMA (Government Records Access and Management Act) FEES.

6.1 Copies

Copies made at a city facility: $.10 per page. Double-sided copies shall be charged as two pages.

6.2 Copies in Excess of 50 Pages

Outside copy facilities: For requests for copies in excess of 50 pages, the city reserves the right to send the documents out to be copied and the requestor shall pay the actual cost to copy the documents, including any fee charged for pick-up and delivery of the documents.

6.3 Compiling Documents [In a form other than that maintained by the city]

$50.00 per request or $20.00 per employee hour required to compile the record, whichever is greater.

SECTION 7. PARKING VIOLATIONS, TOWING AND IMPOUND FEES

~~7.1 Bail for all parking violations is as follows:~~

~~$10.00 from the date of violation until ten (10) days following the violation~~

~~$ 20.00 from the 11th day following the violation to the 30th day following the violation.~~

~~An additional $10.00 for every 30 days thereafter, up to a maximum of $100.00 for any one violation.~~

7.1 Fines for meter violations are as follows:

///

$15 from the date of violation until thirty (30) days following the violation, escalating to:

$22 after 30 days;
$42 after 60 days;
$52 after 90 days, and
$62 after 120 days

7.2 Fines for mobility disabled space violations are as follows:

$150 from the date of violation until thirty (30) days following the violation, escalating to:

$157 after 30 days;
$177 after 60 days;
$187 after 90 days; and
$197 after 120 days

7.3 Fines for all other parking violations are as follows:

$25 from the date of violation until thirty (30) days following the violation, escalating to:

$32 after 30 days;
$52 after 60 days;
$62 after 90 days; and
$72 after 120 days

7.4 A parking permit for the third level of the China Bridge Parking Structure will be $30 valid from January 1 to April 15.

7.5 An administrative fee of $20 will be charged per vehicle for towing. In addition to the administrative fee there is a fee, negotiated with private providers, for a basic tow, or state impound, or accident tow and which may vary annually. These towing charges are outlined in the Park City Police Department Towing Rate Scale. Vehicles stored in the City lot will be charged $3 per day. Vehicles stored in private lots are subject to market pricing, negotiated with the Park City Police Department, and outlined in the Park City Police Department Towing Rate Schedule.

SECTION 8. MISCELLANEOUS FEES

8.1 Fee for in lieu of providing public parking $14,000 per stall

8.2 Returned Check Charge: $15.00

PARK CITY 1884

DATE: November 24, 1997
DEPARTMENT: Executive
AUTHOR: Linda G. Cook
TITLE: Mountainland Association of Governments
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATION: Adopt a resolution which approves an interlocal agreement recognizing Mountainland Association of Governments (MAG) as "legally constituted to conduct any and all proper business of the Association".

DESCRIPTION: MAG is in the process of updating legal paperwork that allows the Association to enter into contracts for construction and ownership of a permanent building. The Association has asked all represented jurisdictions to assist in legitimizing its function by adopting a "Resolution of Support" which approves the execution of a formal interlocal agreement. Section 11-13-9 of the Interlocal Cooperation Agreement requires that each municipality obtain signed approval as to form of the agreement and confirmation of compliance with Utah law from its attorney. MAG has forwarded drafts of both documents which, in a form approved by Park City Municipal legal counsel, can be executed immediately.

A. Background: Park City Municipal has been associated with MAG for several years. The resolution and interlocal agreement appear to neither enhance nor decrease MAG's position as an area agency to provide services to local jurisdictions in the areas of government administration, planning and zoning, transportation planning, health care, social services, economic development, workforce assistance, travel and tourism, aging and adult services, and other services and functions as allowed by statute. The benefit to MAG is the ability to own and operate facilities from which to provide such services.

B. Analysis: There is no fiscal impact beyond the approved budget for association dues.

C. Department Review:
Legal
Executive
Finance

ALTERNATIVES:

A. Approve the Request: Assuming we wish to continue an association with MAG, Council can adopt the resolution and interlocal agreement as each is written, or approve each in an altered format approved by legal counsel.

B. Deny the Request: Denying the request would be an indication that Park City Municipal intends to withdraw support of MAG.

C. Continue the Item: Should the City Council or legal counsel require further information, the item may be continued until such time as a representative from Mountainland Association of Governments is invited to attend a Council meeting.

SIGNIFICANT IMPACTS: There appear to be no significant impacts associated with this action. Park City Municipal would be showing continuing support of MAG along with 30 other Utah municipalities and three counties.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: If the Council wishes to withdraw support of MAG, refusing to adopt the resolution and interlocal agreement would be a first step to severing the relationship.

RECOMMENDATION: Adopt the resolution which approves the interlocal agreement to recognize Mountainland Association of Governments and approve in substantially the same form as the documents attached.

INTERLOCAL COOPERATION AGREEMENT
by, between, and among

Alpine City; American Fork City; Cedar Fort; Cedar Hills; Charleston; Coalville; Elk Ridge; Francis; Genola; Goshen; Heber City; Henefer; Highland; Kamas; Lehi; Lindon; Mapleton; Midway; Oakley; Orem; Park City; Payson; Pleasant Grove; Provo; Salem; Santaquin; Spanish Fork; Springville; Vineyard; Wallsburg; Woodland Hills; Summit County; Utah County; Wasatch County.

Relating to Mountainland
Association of Governments

INTERLOCAL COOPERATION AGREEMENT

This is an interlocal cooperation agreement entered into by, between, and among the following cities, towns, and counties which are all political subdivisions of the State of Utah:

Alpine City; American Fork City; Cedar Fort; Cedar Hills; Charleston; Coalville; Elk Ridge; Francis; Genola; Goshen; Heber City; Henefer; Highland; Kamas; Lehi; Lindon; Mapleton; Midway; Oakley; Orem; Park City; Payson; Pleasant Grove; Provo; Salem; Santaquin; Spanish Fork; Springville; Vineyard; Wallsburg; Woodland Hills; Summit County; Utah County; Wasatch County.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, the parties desire to establish Mountainland Association of Governments as an area agency to provide services to the parties hereto in the areas of government administration, planning and zoning, transportation planning, health care, social services, economic development, workforce assistance, travel and tourism, aging and adult services, and other services and functions as allowed by statute (UCA 11-13-3, as from time to time amended); and to own and operate facilities from which to provide such services.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, (a) upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement, and (b) when it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the attorney for each of the parties to this Agreement as indicated by signature on the respective Resolutions adopting this Agreement. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the official records of each of the parties hereto. The term of this Interlocal Cooperation Agreement shall be from the effective dates hereof until not later than fifty (50) years from the effective dates hereof.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties to this Agreement intend to establish Mountainland Association of Governments as a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties.

Mountainland Association of Governments shall be governed by its Executive Council, comprised of each city's or town's mayor or designated council member and all county commissioners of the participant counties, and a designated representative from any other public agency a member hereof, pursuant to the Articles of Association and By-Laws as adopted and from time-to-time amended.

The Executive Council shall have all powers necessary to adopt, amend, or replace the

Articles of Association and By-Laws.

The Executive Council will have a chairperson chosen from its membership. The chief operating officer of Mountainland Association of Governments will be its Executive Director, who shall serve at the pleasure of the Executive Council.

The Executive Council may establish from time to time such committees from its membership as shall be deemed appropriate. One such standing committee shall be the Steering Committee.

Each vacancy on the Executive Council, or any committee thereof, shall be filled by appointment by the appointing authority which originally appointed that person to the Executive Council.

Section 3. PURPOSES.

This Interlocal Cooperation Agreement has been established and entered into between the parties hereto for the purpose to permit the parties hereto as local governmental units to make the most efficient use of their powers by enabling them to co-operate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities and to provide the benefits of economy of scale, economic development and utilization of natural resources for the overall promotion of the general welfare of these participant cities and counties.

Section 4. MANNER OF FINANCING.

Mountainland Association of Governments will be financed by voluntary contributions from the parties made annually on a basis and in amounts as agreed by the parties and approved by the Executive Council. Mountainland Association of Governments will also seek funding by grants, stipends, contract and otherwise from and with federal, state, and local funding sources, as well as private donation.

Mountainland Association of Governments will have no taxing or assessment powers.

Section 5. METHOD OF TERMINATION.

This Interlocal Cooperation Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of Section 1 of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate its participation in Mountainland Association of Governments thirty (30) days after providing written notice of such termination of participation to Mountainland Association of Governments and the other parties.

Section 6. ADDITION OF OTHER MEMBERS.

Other public agencies may become parties to this Interlocal Cooperation Agreement, by executing an Addendum to this Agreement. In order for an entity to be added to this Agreement by Addendum, the Addendum must be approved by the governing body of the entity to be added and the Addendum must be reviewed and approved as to form and compatibility with the laws of the State of Utah by the attorney for the entity to be added. Prior to becoming effective, as to that added entity, the existing Executive Council must approve the adding of such public agency, by a two-thirds majority vote of members of the Executive Council present at the next regular Executive Council meeting after notice from the proposed added entity that it seeks admittance and has adopted a resolution to join Mountainland Association of Governments. After the added entity is approved, a copy of this Interlocal Cooperation Agreement and the

Addendum shall be filed with the person who keeps the records of the entity being added to this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.

A copy of the executed Interlocal Cooperation Agreement shall be placed on file in the office of the official keeper of records of each public agency a party hereto, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement, which copy shall bear the signature of the representative of such public agency.

Section 8. ADOPTION REQUIREMENT.

This Interlocal Cooperation Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-9, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 9. AMENDMENTS.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-9, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party. The admission of new entities to Mountainland Association of Governments under Section 6 hereof, shall not be deemed an amendment of this Interlocal Cooperation Agreement.

Section 10. SEVERABILITY.

If any term or provision of the Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 11. GOVERNING LAW.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 12. INDEMNIFICATION.

All parties to this Agreement, as well as other entities which may be added by Addendum, are public agencies defined by the Interlocal Cooperation Act (UCA 11-13-3). Each party agrees to indemnify and save harmless the others from damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63-30-34.

Section 13. TITLE TO ASSETS.

Mountainland Association of Governments shall have power to hold title to all assets acquired by it as a legal entity.

Section 14. GENERAL POWERS

In addition to the other provisions hereof, and all other powers of entities created under the Interlocal Cooperation Act, Mountainland Association of Governments shall have those powers provided pursuant to Utah Code Annotated, 1953 as amended, Section 11-13-5.6(3):

(a) To adopt, amend, and repeal rules, bylaws, and regulations, policies, and procedures for the regulation of its affairs and the conduct of its business, to sue and be sued in its own name, to have an official seal and power to alter that seal at will, and to make and execute contracts and all other instruments necessary to convenient for the performance of its duties and the exercise of its powers and functions under the Interlocal Cooperation Act.

(b) To own, acquire, construct, operate, maintain, repair or cause to be constructed, operated, maintained, and repaired such facilities as shall be necessary to the purposes of Mountainland Association of Governments.

(c) To borrow money and incur indebtedness and issue notes or other obligations payable.

(d) To enter into agreements with other public agencies and other parties and entities.

(e) To provide a common forum to identify, discuss, study, and bring into focus regional challenges and opportunities.

(f) To achieve advantages of cooperative action which cannot be achieved individually and to make the most effective use of local leadership and staff resources.

(g) To serve as a multi-purpose "umbrella-type" organization to engage and carry out planning and development programs, as determined by the Association to be applicable to achieve regional benefit and advantage.

(h) To serve as a reviewing and policy-making body with respect to proposals of both public and private agencies.

(i) To provide a continuing organizational means to insure effective communication and coordination among public officials pertaining to regional interests.

(j) To maintain liaison with members, governmental units, and groups or organizations, and to serve as regional spokesman for local governments.

(k) To perform such other functions as may be deemed appropriate.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

DATED:__________________

MOUNTAINLAND ASSOCIATION OF GOVERNMENTS

by Russell Hillman
Russell Hillman
Chairperson of Executive Council

Rev. 7/14/97

RESOLUTION NO. 1997-________

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT FOR MOUNTAINLAND ASSOCIATION OF GOVERNMENTS.

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements to provide services and facilities; and

WHEREAS, this public agency or political subdivision of the State of Utah as below designated has determined that the interests and welfare of the public within its jurisdiction will best be served by an Interlocal Cooperation Agreement, by, between, and among Alpine City; American Fork City; Cedar Fort; Cedar Hills; Charleston; Coalville; Elk Ridge; Francis; Genola; Goshen; Heber City; Henefer; Highland; Kamas; Lehi; Lindon; Mapleton; Midway; Oakley; Orem; Park City; Payson; Pleasant Grove; Provo; Salem; Santaquin; Spanish Fork; Springville; Vineyard; Wallsburg; Woodland Hills; Summit County; Utah County; and Wasatch County relating to Mountainland Association of Governments.

NOW, THEREFORE, be it resolved by the governing board or council of the political subdivision of the State of Utah as below designated, that it approves and authorizes the undersigned to execute the Interlocal Cooperation Agreement by, between, and among Alpine City; American Fork City; Cedar Fort; Cedar Hills; Charleston; Coalville; Elkridge; Francis; Genola; Goshen; Heber City; Henefer; Highland; Kamas; Lehi; Lindon; Mapleton; Midway; Oakley; Orem; Park City; Payson; Pleasant Grove; Provo; Salem; Santaquin; Spanish Fork;

Springville; Vineyard; Wallsburg; Woodland Hills; Summit County; Utah County; and Wasatch County relating to Mountainland Association of Governments.

APPROVED AND ADOPTED this _____ day of ____________, 1997.

PARK CITY, UTAH

By:________________________________
Bradley Olch, Mayor

ATTEST:

By:___________________________

APPROVED AS TO FORM:

By:___________________________
Attorney for ___________________

Rev. 6/18/97

PARK CITY: AUTHORIZED BY RESOLUTION NO.__________, AUTHORIZED AND PASSED ON THE ____ DAY OF ____________, 1997.

____
Bradley Olch
Mayor

ATTEST:______________________
______________________(office)

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

____
CITY ATTORNEY

PARK CITY

CITY COUNCIL STAFF REPORT

DATE: **December 15, 1997**
DEPARTMENT: **Planning Department**
AUTHOR: **Megan B. Ryan**
TITLE: **Sullivan Road Review Criteria**
TYPE OF ITEM: **Legislative**

DESCRIPTION:

Resolution forwarded from the Planning Commission describing review criteria for development projects on Sullivan Road.

BACKGROUND:

The Council discussed this matter at their meeting of November 11, 1997. The Council directed staff to make changes to the Resolution in the following areas:

1. Address snow storage;
2. Specify that densities should be reduced;
3. Discourage triplexes off of Sullivan Rd. and;
4. To minimize Sullivan Rd. accesses to the greatest extent possible.

Staff has incorporated these changes into the Resolution for the Council's review.

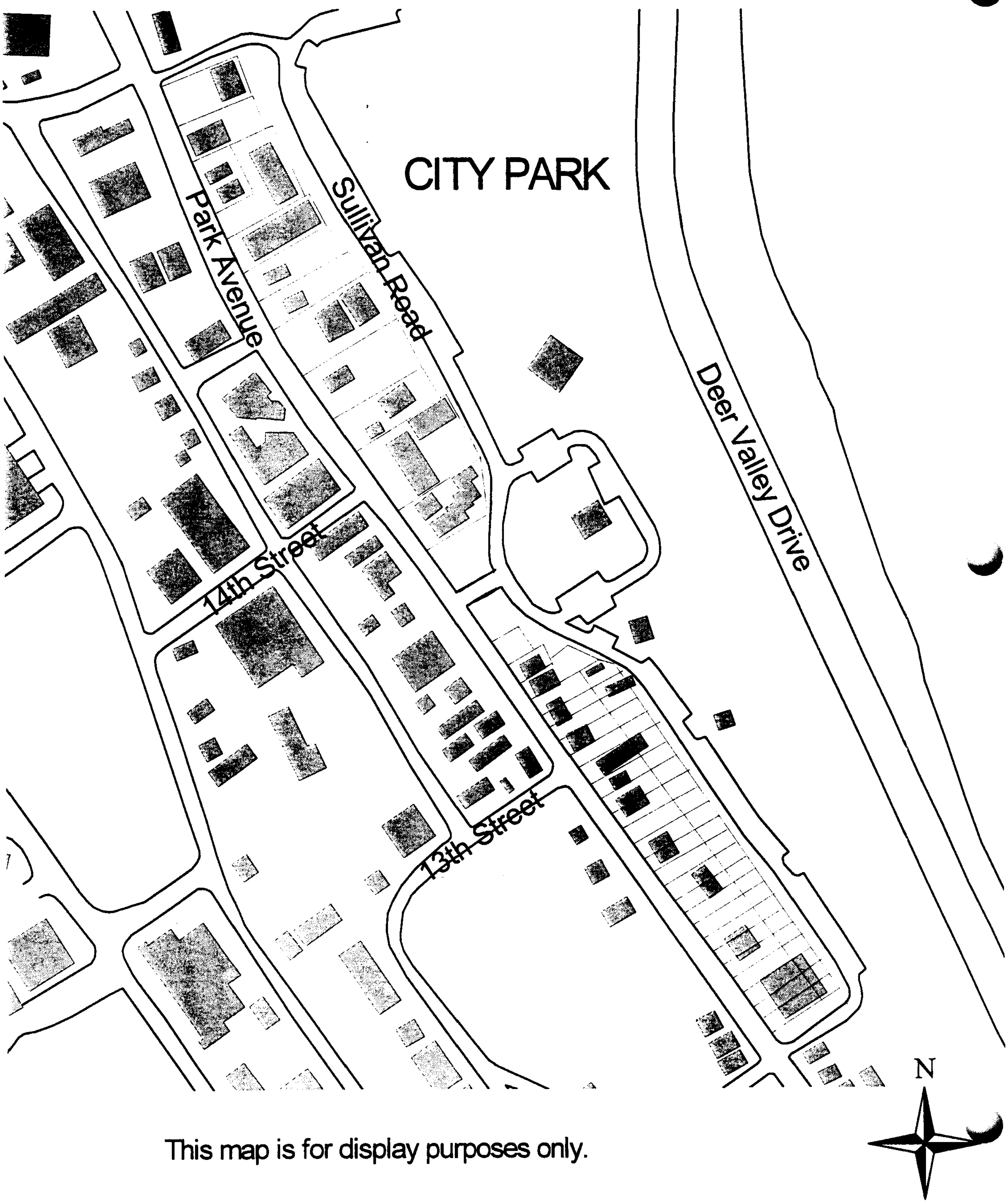
RECOMMENDATION:

The staff recommends that the City Council discuss the attached Resolution, Exhibit A and consider adopting the attached resolution.

EXHIBITS

Location Map
Exhibit A – Resolution

Sullivan Road



This map is for display purposes only.

EXHIBIT A

Resolution 97 -

A RESOLUTION REQUIRING CONDITIONAL USE REVIEW FOR LIMITED VEHICULAR ACCESS ON SULLIVAN ROAD – THE ACCESS DRIVE FOR CITY PARK

WHEREAS, the Municipal Code of Park City "(MCPC") authorizes the Planning Commission ("Commission") to advise City staff and the City Council on planning policy; and

WHEREAS, Sullivan Road ("Driveway") is not a platted public right-of-way and it is the sole driveway access to City Park from both Park Avenue and Deer Valley Drive; and

WHEREAS, Eastern Avenue is a platted public right-of–way and currently overlaps as a portion of the City Park Driveway; and

WHEREAS, the Commission held a meeting on September 24, 1997 to discuss this issue with the Community Development, Engineering and Legal Departments and members of the Park, Recreation and Beautification Advisory Board; and

WHEREAS, the existing vehicular access to the Driveway has been permitted by the City and the preceding owner(s); and

WHEREAS, this policy statement is not an evaluation of any particular request for access, but a general position regarding the incompatibility of increased vehicular access and pedestrian safety;

WHEREAS, the Planning Commission unanimously voted to forward this recommendation to the City Council on November 12, 1997 regarding limited vehicular traffic on Sullivan Road and Eastern Ave.;

NOW THEREFORE, be it resolved by the Council as follows:

SECTION 1. Limited Access on Sullivan Road and contiguous Park Avenue parcels. The City hereby declares that only limited vehicular access be allowed on the Driveway subject to Planning Commission approval of a Conditional Use Permit, (CUP). "Limited vehicular access" shall include, but not be limited to:

1. additional curb cuts for adjoining residential or commercial projects
2. paving or otherwise improving existing access,
3. increased vehicular connections through to Park Avenue,
4. and any other City action that otherwise increases vehicular traffic on the Driveway.

SECTION 2. Objectives and Performance criteria for Conditional Use Review for limited access. Limited access shall be permitted only when a project has additional positive elements furthering reasonable planning objectives, such as increased open space or historic preservation. These additional positive elements must be established by an applicant through review under the Conditional Use Process as outlined in Chapter 1.13 of the Land Management Code. The following additional review criteria shall be included for review of projects along Sullivan Road and Eastern Avenue:

Mandatory Elements:

1. Utility Considerations. Plans that have utility extensions from Park Avenue and which provide the least disturbance to the City Park and the public as a whole.

2. Enhanced Site Plan Considerations. Each individual parcel in this area is unique in its configuration, vegetation cover and layout. The following elements will need to be considered on a site by site basis, but in general will be considered to be positive elements of any site plan. These review criteria apply to both Sullivan and Park Avenue streetfronts:

- Variation in front yard and building setbacks in order to orient porches and windows onto street fronts. Increased front yard setbacks are generally preferred.
- **Provision of increased snow storage areas.**
- Provision of open space and/or preservation of significant landscape elements.
- **The elimination of triplexes with access of off Sullivan Road in order to decrease traffic and parking impacts.**
- **Minimized access to Sullivan Road to the greatest extent possible**.
- **Plans that decrease density on site by utilizing the components outlined above.**

3. Design Review under the Historic District Standards. Use of the Historic District design review process will strengthen the character, continuity and integration of multifamily and single family structures along Park Ave., Sullivan Road and Eastern Ave.

4. Incorporation of Pedestrian and Landscape improvements along Park Ave., Sullivan Road, and Eastern Ave. Plans that save, preserve or enhance pedestrian connections and landscape elements along the streetscape, within the development site, and between Park Ave. and Sullivan Road, will be considered as positive elements of any site plan.

5. Parking Mitigation. Plans that keep the front yard setbacks clear of parking and minimize parking impacts near intensive uses on Sullivan Road will be considered as positive elements of any site plan.

6. Preservation of Historic Structures and Landscape features. This area consists of many historic homes and historic preservation has been a high priority of the City Council. When applicable, maintenance, preservation and rehabilitation of any existing historic structure and its corresponding landscaped streetscape elements will be considered as positive elements of any site plan.

SECTION 3. EFFECTIVE DATE. This resolution shall take effect upon publication
PASSED AND ADOPTED this18th day of December 1997.

City Council of Park City

____

Brad Olch, Mayor

Approved as to form:

____
Mark Harrington, Deputy City Attorney

Attest:

____
Janet M. Scott, City Recorder

PARK CITY
1884

DATE: December 15, 1997
DEPARTMENT: Administration
AUTHOR: Toby Ross, City Manager TR
TITLE: White Pine Canyon Water Service and Land Acquisition Agreements
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Review and approve the proposed agreements establishing rights and responsibilities associated with water service and land acquisition in the area of White Pine Canyon and Iron Mountain.

DESCRIPTION:

A. Topic:

Review of two agreements that provide for an open space easement and option to purchase about 600 acres in the area of White Pine Canyon and Iron Mountain and limited water service to The Colony at White Pine Canyon (The Colony).

B. Background:

For over two years, Park City has discussed a variety of possible arrangements with Keith Kelly representing property owners in the White Pine Canyon area. For most of that time that group has been known as White Pine Associates or WPA, Ltd. (WPA). The equivalent group now is known as Iron Mountain Associates (IMA) and throughout this report IMA will represent the combination of the groups that are parties to the Agreement with Park City. While many things have been discussed, the essential features of all of these discussions have been Park City's interest in protecting open space and influencing the nature of development in the area and IMA's interest in securing a reliable water supply. After these many months of discussion and negotiation, we have drafted two proposed agreements: AGREEMENT FOR GRANT OF OPEN SPACE EASEMENT AND PURCHASE AND SALE OF PROPERTY (Open Space Agreement) and LAND DEVELOPMENT AND WATER SERVICE AGREEMENT (Water Service Agreement); collectively (Agreements).

The Agreements are made between variously Iron Mountain Holding Group, a Utah limited liability company and the seller; Iron Mountain Associates, L.L.C., a Utah limited liability company and the developer of The Colony; and Park City Municipal Corporation (Park City) and the Park City Water Service District (Service District). The purposes of these agreements are to secure significant open space along the entry corridor to Park City and to establish the conditions under which water service would be provided to IMA. IMA has proposed to develop a residential and recreational project on approximately 4800 acres in White Pine Canyon. The site for this proposed development is owned by several different groups.

Park City has defined its land use goals for the White Pine Canyon area in the General Plan Update-Phase I, adopted March 20, 1997. Park City intends that the area will be substantially open space and low density residential housing. IMA wishes to cooperate with the City's land use goals without the necessity of annexation to Park City. IMA intends to submit development plans to Summit County. One way for Park City to achieve its land use goals is to offer City water service in exchange for land use concessions from the developer. Park City's chief goals: (1) the acquisition of key parcels of land to preserve open space and public access, and (2) limiting the development density.

With the proposed agreements, IMA will immediately grant an open space easement covering about 600 acres of land to Park City. The easement is located in the Iron Mountain area of White Pine Canyon on most of land visible from SR 224 that is controlled by IMA and is depicted on Exhibit C of the Open Space Agreement. The boundaries are subject to minor modifications based on the final configuration of The Colony. The total size of the easement will not be decreased by any modification of the easement. IMA retains the right to also grant the open space easement to an independant third party. Park City agrees to designate the PC Fee Property the "John G. and Demetra Condas Recreation Area".

Park City will purchase fee simple ownership of the land covered by the easement when conditions of development and water service are met. The price for this purchase is $3,247,500. If those conditions are not met within seven years, Park City has an option to purchase the land included in the easement for ten dollars.

Park City currently does not provide water service to the proposed IMA development area. Park City has reserved 2,500 acre feet of water as part of an agreement with the Atkinson Special Service District, Summit County, and the Weber Basin Water Conservancy District (Smith-Moorehouse Agreement). As part of this Agreement, IMA will pay to reserve 750 acre feet of that water. New facilities will be required to deliver water to IMA regardless of the source. IMA will pay for those facilities. IMA will pay Park City $3,250,000 for water service in addition to impact and service fees similar to those paid by development in the city limits.

C. <u>Analysis</u>:

1. Agreement Summary

The Colony is residential and recreational project which is proposed to include substantial open space, provide for the transfer of key open space parcels to Park City and limit development to very low residential densities (1 unit per 20 acres for land with slopes under 30%, 1 unit per 40 acres on land with slopes of 30% or greater and 1 unit per 5 acres on about 100 acres designated

Rural Residential in the Summit County General Plan). The site is eligible for density bonuses under the Summit County General Plan. Those bonuses are proposed to be transferred to The Canyons ski resort and in any case could not be developed at The Colony using water provide by Park City without Park City's specific approval. In addition, IMA will provide amenities consisting of an entry statement and gate, public trails, environmental and wildlife enhancements, an equestrian center and homeowner common area facilities..

The Agreements contemplate annexation to the Park City Water Service District but not to Park City. Park City and IMA would cooperate in acquiring additional land in the White Pine Canyon area in order to achieve the open space, development and/or annexation goals of the agreements.

Park City will provide sufficient water for the IMA project. The State Engineer recently approved changes to the use of certain City water rights which gives the City more flexibility in providing additional service. The Water Service Agreement gives IMA water on a basis similar to property in Park City except that WPA will pay for all required facilities and pay for water at the marginal cost (not the lower average cost).

IMA will pay Park City an annual fee for the reservation of water. This fee initially will be 30 percent of the total and will be adjusted annually. The payment for the calendar year 1998, will be due when this agreement is executed. The amount of this year's payment will be $11,250.00.

Both parties will participate in designing the water delivery system. The system will be designed to deliver water from the most suitable water sources and the sources may change over time. IMA will pay the cost of designing the water system.

Construction of the water delivery system will be financed by Park City using bonds or other debt instruments. IMA will provide land as collateral for such financing, and such land must be appraised at a value of at least 120% of the cost of constructing the water delivery system. Park City is not obligated to finance the water delivery system or deliver water to the project until IMA has paid all cost of the design of the plans for the water delivery system and provided the necessary collateral. Any financing will return to the Council for additional authorization.

After completion of the water delivery system, the construction costs and the cost of the financing for the project will be allocated proportionately to each lot within the WPA project which has been pledged as collateral, and this fee will be secured by a lien in favor of Park City and encumber the lots until the debt has been paid in full. Buyers of the lots may assume portions of the fee so long as their portion does not exceed 50% of the appraised value of the lot, and is not and would not become subordinate to any other lien except secured property taxes. IMA will indemnify Park City and the Water Service District for all costs of annexation, condemnation, design, processing, construction and financing.

If and when Park City or the Service District contracts with Weber Basin for the delivery of water, IMA will promptly apply for annexation to Weber Basin for all property within the IMA project which previously has been annexed to the Service District, and which is not already within the Weber Basin.

ALTERNATIVES:

A. **Approve the proposed agreement:**

B. **Revise and approve the proposed development agreement:**

C. **Continue the item with direction:**

D. **Decline to approve the proposed agreement:**

SIGNIFICANT IMPACTS

The Agreement would protect in perpetuity a sizable parcel of significant and highly visible open space and offer some development limitations in exchange for water service. The City expects to purchase the property for $3,247,500. The City would not have to purchase the land until it had received a $3,250,000 for delivery of the water. The costs of the water service and usual impact and service fees would be borne by IMA. The required projects would be undertaken by Park City. The facilities for the water service could increase the systems operating flexibility.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the City does not approve this agreement, IMA will seek water from other sources which probably would not require similar development restrictions. The City will not control the 600 acres of open space and likely will not acquire any control of other open space expected in The Colony.

Short delays in approval probably can be accommodated; long delays could be similar to not approving the agreement.

RECOMMENDATION:

The Council should authorize the Mayor to execute the proposed agreements establishing rights and responsibilities associated with water service and land acquisition in the area of White Pine Canyon and Iron Mountain in substantially the same form as presented to the Council on December 18. The Council should authorize staff to prepare and the Mayor or City Manager (as appropriate) to execute any other documents necessary to complete this initial transaction.

LAND DEVELOPMENT AND WATER SERVICE AGREEMENT

THIS LAND DEVELOPMENT AND WATER SERVICE AGREEMENT ("Agreement") is made and entered into as of the ____ day of ____________, 1997 (the "Effective Date"), by and among IRON MOUNTAIN ASSOCIATES, LLC, a Utah limited liability company ("IMA"); IRON MOUNTAIN HOLDING GROUP, LC, a Utah limited liability company ("IMHG"); PARK CITY MUNICIPAL CORPORATION ("PARK CITY"); and the PARK CITY WATER SERVICE DISTRICT (the "SERVICE DISTRICT"), with reference to the following:

RECITALS

A. IMA plans to develop a residential and recreational real estate project in the vicinity of White Pine Canyon in Summit County near Park City, Utah (the "IMA Project"). The potential area for the IMA Project, which contains approximately 6,000 acres of land, is generally outlined on Exhibit "A," attached hereto and incorporated herein by reference. The exact IMA Project boundary is unknown at this time and will not be determined until after the Effective Date.

B. IMHG is currently the fee title owner of the property ("IMA Property") which is to be included in the IMA Project.

C. There are a number of other properties, owned by different individuals and entities, which may be included in the IMA Project. A list of all the properties which are, or which may be, included in the IMA Project is set forth on Exhibit "B," attached hereto and incorporated herein by this reference.

D. PARK CITY has defined the land use goals relating to White Pine Canyon in PARK CITY's General Plan Update, Phase I, adopted March 20, 1997 (the "City General Plan"). In an attempt to control growth and maintain the resort character of a mountain community, the City General Plan envisions substantial open space and low density residential development on the periphery of PARK CITY. In order to implement these goals, the City General Plan defines a potential urban expansion boundary and contains a land use element ("Land Use Plan"), which covers property in which PARK CITY has vital interests. White Pine Canyon comprises approximately one-half of all the property within the Land Use Plan.

E. Recent legislation adopted by the State of Utah (Utah Code Annotated, Section 10-1-104, *et seq.*) substantially restricts cities in Utah from annexing land, and consequently, cities in Utah have difficulty in directly controlling land uses on their peripheries.

IMA desires to cooperate with PARK CITY in achieving specific land use goals included in the Land Use Plan without the necessity of annexing the IMA Property into PARK CITY.

G. IMA intends to submit development applications to Summit County, Utah (the "County"). PARK CITY desires to use appropriate measures to assure that development in White Pine Canyon is consistent with the Land Use Plan.

H. An important goal of the City General Plan is the permanent preservation of the visual beauty of the PARK CITY entryway corridor ("Corridor") along Highway 224. The acquisition of a permanent open space easement over portions of the IMA Property would contribute substantially to the achievement of this goal.

I. Accordingly, under the threat of condemnation, IMHG has agreed to sell and PARK CITY has agreed to purchase an open space easement ("PARK CITY Open Space Easement") over approximately six hundred (600) acres of land in the Iron Mountain Area of White Pine Canyon. The terms and conditions of the sale are set forth in that certain Agreement for Purchase and Sale of Open Space and Escrow Instruction by and between IMHG and PARK CITY dated ___________, 1997 (the "Open Space Purchase Agreement"), a copy of which is included in Exhibit "C" attached hereto and incorporated herein by this reference.

J. PARK CITY presently delivers water to users in and around PARK CITY through its water utility ("Water Utility") and the SERVICE DISTRICT. The present boundaries of the Water Utility and the SERVICE DISTRICT do not include the area in which the IMA Project is to be developed. IMA desires to secure, at the earliest possible time, a commitment from PARK CITY and others for sufficient water to meet the potential water needs of the IMA Project.

K. On November 27, 1996, PARK CITY, the Atkinson Special Service District (the "Atkinson District") and the County entered into a Memorandum of Understanding (the "Weber Basin MOU") with the Weber Basin Water Conservancy District (the "Weber Basin District"). Pursuant to the Weber Basin MOU, PARK CITY is to receive approximately 2,500 acre feet of water from Weber Basin District sources. The development of water sources through the Weber Basin MOU enhances the ability of PARK CITY to deliver water to additional users within the Water Utility and SERVICE DISTRICT boundaries.

L. Previously, IMA negotiated to obtain a separate agreement with the Weber Basin District and the Atkinson District for an allocation of 750 acre feet of water to the IMA Project. Subsequently, the parties to the Weber Basin MOU agreed that the proposed IMA allocation was included in the 2,500 acre feet to be allocated to PARK CITY under the Weber Basin MOU.

M. Before water can be delivered to the IMA Project, additions and expansions to the existing water delivery system will be required. Water tank(s), pipes, pumps and other facilities (collectively, the "WDS") must be designed and constructed to satisfy the water needs of the IMA

Project.

N. PARK CITY and IMA believe that they have significant mutual interests which may be advanced by entering into this Agreement, which addresses certain fundamental issues relating to the IMA Project, including the preservation of open space and the construction of the WDS.

O. IMA, IMHG, PARK CITY, and the SERVICE DISTRICT desire to set forth the general terms and conditions upon which development will occur within the IMA Project, how delivery of water will be provided for within the IMA Project, and how the new WDS will be designed, financed and constructed.

AGREEMENT

IN FURTHERANCE OF THE FOREGOING, and in reliance on the Recitals set forth above, and in consideration of the promises and the mutual covenants and conditions herein contained, the parties hereby agree as follows:

ARTICLE I
IMHG BOUND BY COVENANTS OF IMA

IMHG is presently vested with legal title to the IMA Property. Under agreements between IMHG and IMA, title to the land will be conveyed to IMA upon vesting of all discretionary entitlements for the IMA Project by the County. Under this Agreement, IMA is treated as the current landowner of the IMA Property. IMHG agrees to be bound by all of the covenants of IMA set forth herein relating to the IMA Property until the IMA Property is transferred to IMA.

ARTICLE II
IMA DEVELOPMENT COMMITMENTS

2.1 The County Plan. White Pine Canyon and the IMA Property are located in the Snyderville Basin, which is under the governmental jurisdiction of the County. The County is in the process of revising the General Plan for the Snyderville Basin (the "County Plan"). The proposed County Plan recommends a base density of: (a) one (1) unit per twenty (20) acres on land with slopes less than 30%, and one (1) unit per forty (40) acres on land with slopes of 30% or greater, as the primary land use designation; and (b) one (1) unit per five (5) acres on approximately one hundred (100) acres designated Rural Residential (collectively, the "Base Density"). In addition, the proposed County Plan provides incentives in the form of development density bonuses (the "Density Bonus") in excess of the Base Density when a proposed development plan includes amenities which assist the County in achieving identified community goals. The IMA Project, as proposed, would qualify for the Density Bonus.

2.2 The City General Plan. The City General Plan, as it relates to development of peripheral areas adjacent to PARK CITY: (1) requires development patterns that result in large, contiguous parcels of usable open space; (2) recommends acquisition of key parcels containing environmental areas, wildlife habitat, important vistas, or desired public access; and (3) encourages relatively low residential densities and the use of large single-family conservancy lots that enhance the impression of open space. In the City General Plan, the Base Density is considered to be the beginning point for negotiating development agreements for land in the peripheral areas of PARK CITY.

2.3 County Jurisdiction. IMA will submit its development applications ("Applications") to the County. Immediately after PARK CITY receives notice from the County that the Applications have been submitted to the County, so long as the Applications conform to the terms of this Agreement, PARK CITY shall immediately forward a letter of support to the County.

2.4 The IMA Development Plan. In order to assist PARK CITY in meeting the objectives of the City General Plan, IMA agrees to limit the development of the IMA Project to the Base Density plus certain project amenities which may include, but may not be limited to, an entry monument and gate, environmental and wildlife enhancements, an equestrian center, and homeowner common area facilities (collectively, the "Development Amenities").

2.4.1 Transfer of the Density Bonus. As part of its development plan, IMA has negotiated an agreement with ASC Utah, Inc. ("ASC"), the owner/developer of The Canyons ski resort, which permits ASC to develop ski terrain and modest resort-related commercial development (the "Resort-Related Development") within the boundaries of the IMA Project. In exchange, ASC agrees to accept the transfer of the IMA Density Bonus into the ASC resort center (the "Density Transfer") and allow IMA to develop residential units in the ASC resort center.

2.4.2 Limitation on Development to Base Density. The Density Transfer will enable IMA, and, in turn, PARK CITY, to achieve the most desired land use goals of the City General Plan and the County Plan by limiting residential development in White Pine Canyon to the Base Density. Provided the Density Transfer is completed, IMA agrees to limit residential development in the IMA Project to the Base Density and the Development Amenities.

2.4.3 Additional Development. If the Density Transfer is completed, IMA shall not seek approval for any additional residential development within the IMA Project in excess of the Base Density and the Development Amenities ("Additional Development"). Any Additional Development, including Resort-Related Development or any portion of development based upon the Density Bonus occasioned by the failure of the Density Transfer shall be subject to the provisions and limitations set forth in Section 3.1.2 of this Agreement.

ARTICLE III
PARK CITY WATER COMMITMENTS

3.1 PARK CITY Commitment of Water to the IMA Project. PARK CITY agrees to provide water sufficient to serve the IMA Project at the times and at the specific locations set forth in the water connection phasing plan described in Section 3.1.3 below (the "Water Commitment"). Pursuant to the Water Commitment, PARK CITY shall reserve water for the IMA Project from all PARK CITY and SERVICE DISTRICT sources for at least the number of "Water Connections," as defined in Section 3.1.2 below, necessary to provide water service for the Base Density and the Development Amenities.

3.1.1 Water Connection Defined. For the purposes of this Agreement, "Water Connection" shall be defined as follows:

(a) regarding the Base Density, the connection for water service to a residential lot or residential unit, regardless of the size of the structure(s) or the unit, and

(b) regarding the Development Amenities, the connections for water service necessary to adequately supply the Development Amenities, provided the total projected water usage by the Development Amenities does not exceed seventy-five (75) acre feet of water annually.

3.1.2 Limitations on Additional Water Connections. The Water Commitment is intended to serve only the Base Density and the Development Amenities. In addition to the Water Commitment, if the density transfer does not occur, PARK CITY may consent to additional Water Connections for water service in the IMA Project or in White Pine Canyon, including, *inter alia*, the Density Bonus development or the Resort-Related Development; provided, however, that no such Water Connections shall be permitted until PARK CITY has reviewed and agrees with the development plan for the Additional Development. In no event shall the Water Commitment include water for snow-making.

3.1.3 Limitations in Usage but not on Water Connections. In the event of drought conditions, limits on peak source capacity may require restrictions on all users within PARK CITY and the SERVICE DISTRICT. In no event, however, shall this provision be interpreted to limit the right to obtain Water Connections as provided herein.

3.1.4 Water Service Phasing Plan. The exact allocation needed to fully serve the IMA Project when completed is not certain at this time. The number of Water Connections which the parties estimate will be needed to serve the Base Density and the Development Amenities, and the estimated dates they will be needed, is contained in Exhibit "D" attached hereto and incorporated by this reference (the "Water Connection Phasing Plan"). The parties acknowledge that the numbers and dates contained in the Water Connection Phasing Plan are only estimates, since the Base Density and the Development Amenities cannot be precisely defined at this time. The parties agree to reasonably adjust the amounts and dates in the Water Connection Phasing Plan when more precise information is available.

3.2 Representations and Warranties by PARK CITY and the SERVICE DISTRICT Regarding Capacity. Without in any way limiting the foregoing, PARK CITY and the SERVICE DISTRICT hereby warrant and represent that there is presently capacity from existing water sources to serve the IMA Project; provided, however,

3.3 No Condition Relating to the Weber Basin MOU. The commitment of PARK CITY to deliver water to satisfy the water needs of the IMA Project is not conditioned upon and does not depend upon the consummation by PARK CITY of the agreement contemplated by the Weber Basin MOU or on the delivery of water to PARK CITY by the Weber Basin District.

ARTICLE IV
ANNEXATION OF THE IMA PROJECT INTO THE SERVICE DISTRICT

Simultaneously with the execution of this Agreement, IMA and PARK CITY agree to take all steps required by applicable annexation laws and ordinances to extend the boundaries of the SERVICE DISTRICT to include the petitioning portions of the IMA Project and the WDS.

ARTICLE V
ANNEXATION TO THE WEBER BASIN DISTRICT

If and when PARK CITY or the SERVICE DISTRICT contracts with the Weber Basin District for the delivery of water, IMA agrees to promptly apply for annexation to the Weber Basin District for all property within the IMA Project which previously had been annexed to the SERVICE

DISTRICT, and which is not already within the Weber Basin District.

ARTICLE VI
WATER SERVICE AND COMMITMENT FEES

6.1 Water Service Contract Fee. IMA shall pay to PARK CITY a water service contract fee ("Water Service Contract Fee") in the amount of Three Million Two Hundred Fifty Thousand Dollars ($3,250,000) payable on the date which PARK CITY and the SERVICE DISTRICT has fully satisfied the Water Commitment set forth in Section 3.1 above. The Water Contract Service Fee is designed to compensate PARK CITY for annexation to the SERVICE DISTRICT and to ensure water availability and is separate from and in addition to normal development, impact and/or connection fees charged by PARK CITY and the SERVICE DISTRICT.

6.2 Annual Water Commitment Fee. During the term of the Weber Basin MOU, IMA agrees to pay to PARK CITY an annual fee for reservation of water under the Water Commitment (the "Annual Water Commitment Fee"). The amount of the Annual Water Commitment Fee shall be thirty percent (30%) of the reservation fee which PARK CITY expects to pay to the Weber Basin District under the Weber Basin MOU (the "Reservation Fee"). The thirty percent (30%) amount is derived by dividing the 750 acre feet, which was the amount of water for which IMA originally agreed to contract with the Weber Basin District, by the 2,500 acre feet allocated to PARK CITY under the Weber Basin MOU. IMA acknowledges that an allocation of 750 acre feet will likely exceed the needs of the IMA Project. Nevertheless, IMA agrees to pay the Annual Water Commitment Fee for the full 750 acre feet on the terms and conditions set forth in this Agreement as part of the consideration it provides to PARK CITY hereunder.

6.2.1 Increases in the Water Commitment Fee. The Weber Basin MOU provides for increases in the amount PARK CITY will be required to pay to keep its reservation rights. As the amount of the Reservation Fee paid by PARK CITY under the Weber Basin MOU increases, the amount of the Annual Water Commitment Fee paid by IMA shall also increase such that IMA's Water Commitment Fee continues to be equal to 30% of the Reservation Fee; or absent a final Weber Basin agreement, 30% of what the Reservation Fee would have been under the Weber Basin MOU.

6.2.2 Decreases in the Water Commitment Fee. Each year, just prior to the payment of the Reservation Fee by PARK CITY, the amount of the Annual Water Commitment Fee shall be adjusted. For each connection the 30% share of the Reservation Fee paid by IMA shall be reduced pro rata by a fraction, the numerator of which is the total number of connections made to date, and the denominator of which is the total number of connections required to serve the Base Density, the Development Amenities and any approved Additional Development.

6.2.3 Timing of Payment of the Annual Water Commitment Fee. IMA shall pay the Annual Water Commitment Fee to PARK CITY annually, in advance, on or before December 31 of each year. The first Annual Water Commitment Fee, for the calendar year of 1998, in the amount of 11,250.00 shall be paid simultaneously with the execution of this Agreement. The amount of this fee was derived by multiplying the $37,500 amount of the initial Reservation Fee paid by PARK CITY to the Weber Basin District by 30%. Until the amount of the Water Commitment is modified by a written amendment to this Agreement, the amount of the Annual Water Commitment Fee shall continue to be the amount provided in Section 6.1 above.

6.3 Other Contract Water Fees. The parties hereto agree that all development/impact fees and Water Connection fees paid to the SERVICE DISTRICT for all user connections within the IMA Project shall be calculated using the same method for calculating the development/impact fees and Water Connection fees which are generally charged within the Water Utility. Payment of the costs of developing new sources of water, including the Weber Basin District source, shall be spread equally over the entire Water Utility and the SERVICE DISTRICT unless extraordinary costs can be identified and fairly assigned. User rates charged to connected water users within the IMA Project shall also be the same as the rates charged to other water users within the Water Utility unless extraordinary costs can be identified and fairly assigned. All development/impact fee fees and all Water Connection fees within the IMA Project pursuant to this Agreement, or to any outstanding contract commitments by IMA, shall be paid proportionally at the issuance of each building permit within the IMA Project. Such development/impact fees are a contractual obligation of IMA and IMHG, their successors and assigns, and will be assessed regardless of fluctuation in state law pertaining to the SERVICE DISTRICT's authority to impose an impact fee.

ARTICLE VII
DESIGN OF THE WDS

7.1 Design of the WDS. IMA and PARK CITY agree to cooperate in good faith in matters concerning the design of the WDS to meet the requirement of the IMA Project in the most efficient manner possible. IMA will contract independently for the design of the WDS. The design of the WDS shall be in accordance with PARK CITY standards. The WDS shall be designed to deliver water from the nearest suitable water source within PARK CITY and the SERVICE DISTRICT. In order to provide potential third party participation in the cost of the WDS, it shall be designed, if practical, to allow other consumers to use the WDS for transporting their water. IMA and PARK CITY each agree to start immediately and proceed diligently with the designing and the processing of plans for the WDS.

7.2 Costs of Design of the WDS. IMA shall pay the entire actual cost of the design and plans for the WDS, including all construction drawings. IMA shall pay these costs on a current basis, and shall pay any required deposits, retainer or other advance fees necessary to initiate the design or the plans.

ARTICLE VIII
CONSTRUCTION AND OWNERSHIP OF THE WDS

8.1 Commencement of Construction. IMA shall commence construction of the WDS after all of the following conditions have been satisfied:

(a) Completion of the design and plans of the WDS and acceptance of same by PARK CITY;

(b) Receipt by PARK CITY of acceptable bids for the construction of the WDS;

(c) Procurement of all necessary rights of way and/or easements for the WDS;

(d) Receipt by PARK CITY of sixty (60) day written notice from IMA of IMA's requirement for water.

8.2 Phasing of Construction. The WDS may be designed and built in phases as may be appropriate for the delivery of water to the IMA Project. The parties agree to cooperate in obtaining any and all rights-of-way and/or easements needed to construct the WDS.

8.3 PARK CITY Financing of the WDS. PARK CITY shall finance construction of the WDS. In such event, IMA shall be required to make all required payments for the bonds, or other debt instruments, utilized by PARK CITY to finance the costs of construction and financing.

Conditions Precedent to Obligation of PARK CITY to Provide Financing. PARK CITY's obligation to provide the financing for the construction of the WDS and to deliver water to the IMA Project shall not be binding upon PARK CITY until IMA has paid all the costs of the design of and plans for the WDS and has provided the necessary collateral required by this Section.

(b) IMA Review of PARK CITY Financing. IMA shall have the right to review and provide advice and comment upon the financing method to be used by

PARK CITY. PARK CITY shall provide a reasonable review and comment period to IMA for that purpose before final decisions are made by PARK CITY concerning the financing methods.

(c) Collateral for PARK CITY Financing. IMA shall be required to provide land within the IMA Project as collateral for the financing. IMA shall have the right to provide substitute collateral for the financing subject to approval of the collateral by PARK CITY, which approval shall not be unreasonably withheld. At the time of the commencement of construction of the WDS, if the collateral pledged by IMA is the land within the IMA project, the land shall have an appraised value equal to at least 120% of the financed amount.

8.3.1 Third Party Participation. IMA intends to seek participation of other landowners in White Pine Canyon to defray costs of the design and construction of the WDS. PARK CITY hereby acknowledges this intent. PARK CITY and the SERVICE DISTRICT agree that they will not separately negotiate and will not enter into water service commitments or supply agreements which propose to utilize the WDS without the express written approval of IMA and without an agreement on the part of the person(s) or entity(ies) to be served agreeing to pay IMA a proportionate share of the costs of construction of the WDS. The agreement(s) for reimbursement shall be valid for a period of ten (10) years form the date the construction of the WDS is completed.

ARTICLE IX
IMA INDEMNIFICATION OF PARK CITY AND THE SERVICE DISTRICT

In order to induce PARK CITY and the SERVICE DISTRICT to proceed with the annexation to the SERVICE DISTRICT, planning and construction of the WDS, and the transfer of ownership of the WDS to the SERVICE DISTRICT, IMA agrees to fully and completely indemnify PARK CITY and the SERVICE DISTRICT for all costs of annexation and acquisition of right of way, as well as the design and processing of plans for the WDS. In addition, IMA agrees to indemnify PARK CITY and the SERVICE DISTRICT for all costs of constructing and financing the WDS as provided in Article 8, above.

ARTICLE X
RECOVERY OF WDS COSTS

10.1 Lien Based Upon Proportional Allocation. Following completion of the WDS, the aggregate total of the cost of designing and constructing the WDS and the cost of financing the same shall be determined (the "Recovery Fee") and shall be allocated proportionately to each lot within the IMA Project which has been pledged as collateral. The portion of the Recovery Fee so allocated shall be secured by a lien in favor of PARK CITY. The lien shall continue to encumber each lot until the Recovery Fee has been paid in full. Initially, the Recovery Fee lien shall be, and thereafter shall remain, superior to any other encumbrance (except secured property taxes) and shall not be subordinated without the express, prior written approval of PARK CITY.

10.2 Reconveyance. A full reconveyance from the lien on each lot shall be approved by PARK CITY upon request and upon receipt by PARK CITY of the payment of a reconveyance fee equal to the outstanding balance of the Recovery Fee then still owed on the lot for which the reconveyance is requested. Alternatively, PARK CITY agrees that IMA may elect to have portions of the Recovery Fee assumed by the buyers of lots as partial consideration of the purchase price of said lots, provided that the portion of the Recovery Fee so assumed on one lot: (a) does not exceed 50% of the appraised value of the lot; and (b) is not and would not become subordinate to any other lien (except secured property taxes).

ARTICLE XI
MISCELLANEOUS

11.1 Notices. All notices required or permitted under the terms of this Agreement shall be deemed complete upon personal delivery, or upon deposit in first-class U.S. Mail with postage prepaid for certified mail, return receipt requested, addressed as follows:

Notices to PARK CITY and/or the SERVICE DISTRICT:

PARK CITY Municipal Corporation
c/o Toby Ross, City Manager
P.O. Box 1480
PARK CITY, Utah 84068

Notices to IMA:

Iron Mountain Associates, LLC

c/o IMA, Ltd., its Manager
White Pine Associates, Inc., its General Partner
c/o Keith R. Kelley, Vice-President
P.O. Box 681690
PARK CITY, Utah 84068

Notices to IMHG:

Iron Mountain Holding Group, LC
c/o Alexandra C. Ockey
West 802 Maxwell
Spokane, Washington 99201

The above notice addresses may be changed from time to time by the party to receive the notice, provided written notice to the other party, in the manner set forth herein, of a new or corrected address.

11.2 Attorneys' Fees and Other Expenses and Costs upon Default. If a default occurs in the performance of the obligations of any party to this Agreement, reasonable attorneys' fees, expenses and costs incurred in arbitration and/or court proceedings pursued to enforce the terms of this Agreement shall be awarded to the prevailing party in said proceedings.

11.3 Injunctive Relief Available in the Event of Default. In addition to money damage and other breach of contract remedies either of the parties hereto may have, in the event of a default hereunder, the parties acknowledge that such remedies may not be sufficient protection of their interests, so they are also each granted the right to injunctive remedies hereunder, including but not limited to, remedies of temporary restraining orders, preliminary injunction and specific performance where appropriate.

11.4 Authority. PARK CITY and the SERVICE DISTRICT represent and warrant that their performance hereunder and the transactions contemplated hereby have been duly authorized by all requisite actions. Each of the individuals signing on behalf of PARK CITY and the SERVICE DISTRICT represents and warrants that he or she has the requisite authority to execute this Agreement.

11.5 Binding on Successors and Assigns. This Agreement, including all of its covenants, promises, obligations and agreements shall be binding on, and inure to the benefit of the successors and assigns of the parties hereto. Subject to the advance written approval of PARK CITY, which approval shall not be unreasonably withheld, IMA shall have the right to assign any part or all of its interest under this Agreement as it sells, exchanges, transfers and/or conveys any or all of its interest in the IMA Project, provided that any such successor in interest to IMA must be bound by all of the terms and conditions of this Agreement, or such portion of this Agreement as related to the portion of the IMA Project acquired by such successors.

11.6 Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

11.7 Final Agreement, Amendment. This Agreement sets forth the final agreement of the parties hereto concerning the subject matter of this Agreement. All prior negotiations, oral agreements and written agreement, if any, concerning the subject matter of this Agreement are superseded and replaced by this Agreement. This Agreement may not be amended except by a written instrument signed by all parties hereto.

11.8 Time of the Essence. Time is of the essence in this Agreement.

11.9 Recitals Incorporated in Agreement. The Recitals set forth at the beginning of this Agreement are intended to be true and correct statements of fact and material representations of the parties hereto, and said recitals are, therefore, incorporated into the Terms of Agreement set forth herein, and are an integral and material part of this Agreement.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart of this Agreement identical in form hereto, but having attached to it one or more additional signature pages.

-- Remainder of Page Intentionally Left Blank --

IN WITNESS WHEREOF the parties have signed this Agreement as of the date first above written with the intent to be legally bound by all of the terms and conditions set forth herein.

PARK CITY MUNICIPAL CORPORATION

By:________________________________
Brad Olch, Mayor

PARK CITY WATER SERVICE DISTRICT

By: ________________________________

Its:________________________________

IRON MOUNTAIN ASSOCIATES, LLC

By: WPA, LTD. -- Its Manager
By: White Pine Associates, Inc. – Its General Partner

By: ________________________________
Keith R. Kelley, Vice-President/Secretary

IRON MOUNTAIN HOLDING GROUP, LC

By:________________________________
Alexandra Condas Ockey
Chairman, Managing Committee

EXHIBIT "B"

Potential Properties in the IMA Project

Owner	Land Use	Acres	Lot Yield	Totals
Owners Currently Included in the IMA Project:				
Iron Mountain Holding Group, LC	RR	122	24	-----
	MR	2,662	97	-----
Iron Mountain Alliance, Inc. (State of Utah)	MR	930	31	-----
ASC, Utah	MR	650	21	-----
Shannon	MR	8	2	-----
Totals – Current IMA Project:	-----	4,372	175	175
Other Landowners in White Pine Canyon (Acreage and Lot Yield are Estimates Only):				
Silver King Mining Company	MR	332	13	-----
United Park City Mines	MR	277	9	-----
Mines Venture Company	MR	182	6	-----
Holman	(Transfer of Dev Right) 1		1	-----
Barnard	(Transfer of Dev Right) 1		1	-----
Barndt	(Transfer of Dev Right) 1		1	-----
Sub-Total (Other Property Owners)	-----	794	31	31
Total Potential Properties In IMA Project:	-----	5,166	-----	206

EXHIBIT "D"

Water Service Phasing Plan

The following table constitutes only an estimated schedule of the water service connections within the IMA Project and should not be considered either a limitation or restriction on such connections. The figures are intended only to assist the parties in projecting the dates on which water service may be required.

		Residential Connections	
Year	Construction Activity	Annual	Cumulative
1998	Phase 1 Improvements – Construction Water/Entry Statement and Gate/Connect Existing Cabin to new System	1	1
1999	Phase 2 Improvements - Construction Water/Homeowner Clubhouse/Residential Construction	14	15
2000	Phase 3 Improvements – Construction Water/Common Area Equestrian Center/Residential Construction	20	35
2001	Phase 4 and 5 Improvements – Construction Water/Nordic Ski Area/Second Homeowner Clubhouse/Residential Construction	30	65
2002	Residential Construction	30	95
2003	Residential Construction	10	105
2004	Residential Construction	20	125
2005	Residential Construction	10	135
2006	Residential Construction	10	145
2007	Residential Construction	10	155
2008	Residential Construction	10	165
2009	Residential Construction	5	170
2010	Residential Construction	5	175

AGREEMENT FOR GRANT OF OPEN SPACE EASEMENT PURCHASE AND SALE OF PROPERTY

THIS AGREEMENT FOR GRANT OF OPEN SPACE EASEMENT AND PURCHASE AND SALE OF PROPERTY (the "Agreement") is entered into on this __ day of _________, 1997 ("Effective Date") by and between the following (collectively, the "Parties"):

"SELLER":	IRON MOUNTAIN HOLDING GROUP, LC a Utah limited liability company P.O. Box 681690 Park City, Utah 84068 Phone: (801) 645-9571
"BUYER":	PARK CITY MUNICIPAL CORPORATION c/o Toby Ross, City Manager P.O. Box 1480 Park City, Utah 84068 Phone: (801) 645-5007
"IMA":	IRON MOUNTAIN ASSOCIATES, L.L.C. a Utah limited liability company P.O. Box 681690 Park City, Utah 84068 Phone: (801) 645-9571

RECITALS

A. SELLER is the owner of that certain property located in the vicinity of White Pine Canyon in Summit County near Park City, Utah ("Park City"), as more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

B. SELLER has entered into an agreement to convey the Property to Iron Mountain Associates, LLC ("IMA"). IMA is contemplating development of the Property ("the IMA Project") in phases (individually referred to as a "Phase" and collectively referred to as "Phases").

C. BUYER desires that certain portions of the Property, consisting of approximately six hundred (600) acres, be excluded from the development for the purposes of: (a) protecting the entryway corridor into Park City; and (b) preserving in perpetuity open space on the periphery of Park City. BUYER has indicated its intent to utilize its power of eminent domain to purchase the aforementioned portions of the Property to ensure their exclusion from development. In response thereto, SELLER has agreed to enter into this Agreement.

BUYER and SELLER have entered into that certain Land Development and Water Services Agreement dated _____________ ___, 1997, with IMA and the Park City Water Service District ("Service District"), wherein BUYER and the Service District have made commitments to provide water to the IMA Project ("Water Agreement"). A copy of the Water Agreement is contained in Exhibit B, attached hereto and incorporated herein by this reference.

F. SELLER desires to grant to BUYER, and BUYER desires to accept from SELLER an open space easement over portions of the Property ("PC Open Space Easement"), as generally depicted on Exhibit "C," attached hereto and incorporated herein by this reference.

G. SELLER desires to sell and BUYER desires to purchase in fee simple that portion of the Property which is to be encumbered by the PC Open Space Easement ("PC Fee Property"), subject to an Open Space Easement over the PC Fee Property in favor of SELLER and/or Utah Open Lands.

NOW, THEREFORE, in consideration of the recitals, promises, and mutual covenants and agreements contained herein, the parties to this Agreement, intending to be legally bound, agree as follows:

ARTICLE I
GRANT OF PC OPEN SPACE EASEMENT

1.1 Grant of PC Open Space Easement: Contemporaneously with the execution of this Agreement, SELLER shall grant to BUYER and BUYER shall accept from SELLER the PC Open Space Easement in accordance with and subject to the terms and provisions set forth herein.

1.2 Adjustment of Boundaries as Phases are Completed. As each phase of the IMA Project is completed, the parties agree to make adjustments, if needed, to the description of the PC Open Space Easement to accommodate the recorded plat of each phase; provided, however, the parties do not intend to cause any material change in the total acreage of the PC Open Space Easement when such adjustments are made.

ARTICLE II
PURCHASE AND SALE OF THE PC FEE PROPERTY

2.1 Purchase and Sale of Fee. SELLER hereby agrees to sell and BUYER hereby agrees to purchase the PC Fee Property in accordance with and subject to the terms and provisions set forth herein. Conveyance shall be by Special Warranty Deed subject to the IMHG Open Space Easement and/or the Open Space Easment to Utah Open Lands (see Article VI below), and such other easements, rights of way and encumbrances of record as are acceptable to BUYER.

2.2 Purchase Price. The total purchase price ("Purchase Price") for the PC Fee Property is Three Million Two Hundred Forty-Seven Thousand Five Hundred Dollars ($3,247,500.00).

2.3 Terms. Subject to the satisfaction or waiver of the conditions set forth below, the Purchase Price shall be due and payable in full within 10 days of the latest of the following dates: (1) the date upon which the final plat of the last Phase of the IMA Project is recorded; or (2) the date upon which BUYER and the Service District have fully satisfied all of their obligations under the Water Agreement; or (3) the date upon which BUYER receives the "Water Contract Service Fee" from IMA pursuant to Section 6.1 of the Water Agreement (the "Closing Date"); or (4) the expiration of seven years from the date of this Agreement. If the requirements for the payment of the Purchase Price have not been met within seven years of the date of this Agreement, SELLER shall, upon the request of BUYER, convey the PC Fee Property to BUYER for the purchase price of Ten Dollars ($10.00).

ARTICLE III
RECREATIONAL USE AND DEVELOPMENT

3.1 Permitted Uses. Development within the PC Open Space Easement and the PC Fee Property shall be restricted to: (a) passive uses; (b) non-motorized recreational activity; and/or (c) recreational support facilities (the "Recreational Development"). Recreational Development may include, but may not be limited to, hiking/biking/equestrian trails, nordic and alpine skiing and snowboarding, ski lifts, ski runs, snowmaking, day lodge(s), restrooms, restaurants, and other ski-related support facilities. Motorized uses shall be strictly limited to vehicles which are used to maintain the Recreational Development.

3.2 Agreements for Recreational Development. BUYER grants to SELLER the perpetual, exclusive right to negotiate and execute agreements for Recreational Development within the PC Open Space Easement and the PC Fee Property, including, without limitation, the right to negotiate and execute lease agreements with third parties. This right shall not be deemed to restrict BUYER from developing the permitted uses set forth in Section 3.1 above.

3.3 North and East Aspects of Iron Mountain. SELLER grants to BUYER the perpetual, exclusive right to approve or reject Recreational Development on the north and east aspects of Iron Mountain, which are generally depicted on the map in Exhibit D attached hereto and incorporated herein by this reference.

3.4 Revenues from Recreational Development. SELLER shall be entitled to all revenues derived at any time from Recreational Development within the PC Open Space Easement and the PC Fee Property, including Recreational Development approved by BUYER on the north and east aspects of Iron Mountain. This right shall not be deemed to restrict BUYER from receiving revenue from the operation of permitted uses set forth in Section 3.1 above that are specifically developed by BUYER.

ARTICLE IV
RESERVATION OF RECREATIONAL EASEMENT

4.1 Reservation of Recreational Easement. SELLER shall reserve from the grant of the PC Open Space Easement and the PC Fee Property an irrevocable recreational easement for the benefit of SELLER and its lessees, their successors and assigns, and the general public.

4.2 Use of Recreational Easement. Use of the Recreational Easement by SELLER shall allow only the permitted uses set forth in Section 3.1 above.

ARTICLE V
DESIGNATION OF PC FEE PROPEPRTY

Prior to the opening of the Recreational Development to the public, BUYER shall officially designate the PC Fee Property the "John G. and Demetra Condas Recreation Area" or such other name as SELLER may select, subject to BUYER's reasonable right to approve said other name. BUYER, at its cost and expense, shall prepare and post signs at public entrances to the PC Fee Property designated by SELLER of a quality, size and design reasonably approved by SELLER.

ARTICLE VI
RIGHT OF SELLER TO ESTABLISH CONSERVATION EASEMENT

Upon conveyance of the PC Fee Property from SELLER to BUYER, SELLER shall reserve an irrevocable open space easement in favor of SELLER, which otherwise mirrors the terms of the PC Open Space Easement (the "IMHG Open Space Easement"). At any time prior to the Closing Date, SELLER shall have the right, but not the obligation, to grant to Utah Open Lands, or any other reputable agency qualified to hold such easement, in perpetuity, a conservation or open space easement which also mirrors the terms of the PC Open Space Easement.

ARTICLE VII
RESERVATION AND TRANSFER OF RESIDENTIAL DENSITIES

Notwithstanding any provision contained herein to the contrary, SELLER reserves all development rights associated with the PC Fee Property, beyond the permitted uses set forth in Section 3.1 above, including rights relating to residential densities. SELLER, its successors and assigns, (a) shall not have the right to locate any residential densities within the PC Open Space Easement or the PC Fee Property; and (b) reserves the right, in addition to all other rights it has, to transfer any development rights associated with the PC Fee Property, including residential densities, to any other property which SELLER may designate. The right reserved hereunder to transfer development rights, including residential densities, shall survive the conveyance of the PC Fee Property to BUYER.

ARTICLE VIII
RIGHT OF SELLER TO REVOKE PC OPEN SPACE EASEMENT

After first giving BUYER and the Service District sixty (60) days notice of and a right to cure any default under the Water Agreement and such default is not cured within the sixty day period; and after pursuing specific performance rights if such are available to SELLER; ELLER shall have the right to revoke the PC Open Space Easement or portions thereof upon the occurrence of a default by BUYER and/or the Park City Water Service District under the terms of the Water Agreement. The PC Open Space Easement shall become irrevocable when BUYER and Park City Water Service District have performed all of their obligations under the Water Agreement.

ARTICLE IX
CONDITIONS TO CLOSE OF ESCROW

9.1 BUYER's Contingencies. BUYER's obligation to accept the grant of the PC Open Space Easement and to purchase the PC Fee Property, and BUYER's obligation to consummate the other transactions contemplated by this Agreement are subject to the satisfaction of the following conditions or BUYER's written waiver of such conditions on or before the Closing Date. BUYER may waive in writing any or all of such conditions in its sole and absolute discretion.

9.1.1 SELLER's Performance. SELLER's performance of its obligations described in this Agreement, on or before the times, and in the manner described herein.

9.1.2 SELLER's Warranties and Representations. The continued accuracy as of the Closing Date of the various representations and warranties made by SELLER to BUYER in this Agreement; and

9.1.3 No Breach. The non-occurrence of any breach of any representation, warranty or covenant of SELLER under this Agreement or under the Water Agreement.

9.2 SELLER's Contingencies. SELLER's obligation to convey the PC Open Space Easement and sell the PC Fee Property, and SELLER's obligation to consummate the other transactions contemplated by this Agreement are subject to the satisfaction of the following conditions or SELLER's written waiver of such conditions on or before the Closing Date. SELLER may waive in writing any or all of the subject conditions in its sole and absolute discretion.

9.2.1 BUYER's Performance. BUYER's performance of its obligations described in this Agreement, on or before the times, and in the manner described herein.

9.2.2 BUYER's Representations and Warranties. The continued accuracy as of the Closing Date, as the case may be, of the various representations and warranties made by BUYER to SELLER in this Agreement; and

9.2.3 No Breach. The non-occurrence of any breach of any representation, warranty or covenant of BUYER under this Agreement or the non-occurrence of any breach of any representation, warranty or covenant of BUYER or the Service District under the Water Agreement.

9.3 Notice of Disapproval. Except as otherwise specifically provided in this Agreement, in the event either party fails to submit a written notice to the title company which provides escrow services for the Closing and to the other party disapproving any condition prior to the Closing Date, it shall be deemed that such party has approved such contingency.

ARTICLE X
REPRESENTATIONS AND WARRANTIES

10.1 Warranties of BUYER. As additional consideration and special inducement to SELLER to enter into this Agreement and to perform in accordance with its terms, BUYER hereby represents and warrants the following:

10.1.1 BUYER's Authority. BUYER has the right, power and authority to enter into this Agreement and to perform its obligations hereunder

10.1.2 BUYER's Binding Obligations. This Agreement constitutes the legal, valid and binding obligation of BUYER enforceable against BUYER in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally. To BUYER's actual knowledge, this Agreement does not violate any provision of any material agreement or document to which BUYER is a party or to which BUYER is bound.

All representations and warranties of BUYER in this Agreement are made as of the date of this Agreement and as of the Closing Date. They shall survive the Closing Date and the recordation of the PC Open Space Easement and the Special Warranty Deed to the PC Fee Property.

10.2 Warranties of SELLER. As additional consideration and special inducement to BUYER to enter into this Agreement and to perform in accordance with its terms, SELLER hereby represents and warrants the following:

10.2.1 Legal Status. SELLER owns the Property in fee simple absolute, and there are no unrecorded liens, claims or encumbrances, but there is currently a lis pendens on the Property relating to an action filed in the Third Judicial District Court of Summit County, State of Utah (Civil Case No. 97-0300081) on or about June 26, 1997 (the "Action").

10.2.2 SELLER's Authority. SELLER has full right, power and authority to enter into this Agreement and to perform its obligations hereunder, subject to the Action and the related lis pendens.

10.2.3 SELLER's Binding Obligations. This Agreement constitutes the legal, valid and binding obligation of SELLER enforceable against SELLER in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally or the Action.

All representations and warranties of SELLER in this Agreement are made as of the date of this Agreement and as of the Closing Date. They shall survive the Closing Date and the recordation of the PC Open Space Easement and the Special Warranty Deed to the PC Fee Property.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.1 Attorneys' Fees.

(a) In any action, arbitration proceeding or other litigation ("Litigation") between the parties to declare the rights granted in this Agreement or to enforce the provisions of this Agreement, the party prevailing in the Litigation, whether at trial or on appeal, shall be entitled to its costs and expenses of suit, including, without limitation, a reasonable sum as and for attorneys' fees incurred in such Litigation. The term "prevailing party" as used in this paragraph shall not be limited to a prevailing plaintiff, but shall also include, without limitation, any party who is made a defendant in Litigation in which damages or other relief or both may be sought against such party and a final judgment or dismissal or decree is entered in such Litigation in favor of such party defendant.

(b) Attorneys' fees incurred in enforcing any judgment rendered in connection with the interpretation or enforcement of this Agreement ("Judgment") are recoverable by the party in whose favor such Judgment is rendered, as a separate item of damages. The provisions of this paragraph are severable from the other provisions of this Agreement and shall survive any such Judgment, and the provisions of this paragraph shall not be deemed merged into any such Judgment.

11.2 Amendments. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon, and in each such instance, executed on behalf of each party hereto.

11.3 Notices. Any and all notices and other communications required or permitted by this Agreement or by law to be given to BUYER or SELLER shall be in writing and shall be deemed duly served and delivered (a) when personally delivered to the other party or an officer of such party, (b) forty-eight (48) hours following deposit into the United States mail, first-class postage prepaid, registered or certified, return receipt requested, addressed to the other party at the address indicated on page one of this Agreement, or (c) when received when sent by facsimile at the address and number set forth below (provided, however, that notices given by facsimile shall not be effective unless either (i) a duplicate notice of such facsimile notice is promptly given by depositing the same in the United States mail, first class postage pre-paid, registered or certified, return receipt requested, addressed to the other party at the address indicated below, or (ii) the receiving party delivered a written confirmation of receipt for such notice either by facsimile or any other method permitted under this section. Additionally, any notice given by facsimile shall be deemed received on the next business day if such notice is received after 5:00 p.m. (recipient's time) or on a non-business day.

11.4 No Modification. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both SELLER and BUYER.

11.5 No Warranties. Except as otherwise specifically provided herein, neither BUYER nor SELLER has made representations, warranties or agreements by or on behalf of either party as to any matters concerning the First Takedown Lots. No agreements, warranties or representations not expressly contained herein shall bind either SELLER or BUYER.

11.6 Construction of Agreement. The agreements contained herein shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this Agreement.

11.7 Headings. The paragraph headings herein are used only for the purpose of convenience and shall not be deemed to limit the subject of the paragraphs of this Agreement or to be considered in their construction.

11.8 Governing Law. The laws of the State of Utah shall govern this Agreement.

11.9 Time of the Essence. Time is of the essence of each and every provision of this Agreement.

11.10 Successors and Assigns. Each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the successors in interest of SELLER, and, the successors, heirs, representatives and assigns of BUYER.

11.11 Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties.

11.12 No Waiver. No waiver by any party of a breach of any of the terms, covenants or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition contained herein. No waiver of any default by a party hereunder shall be implied from any omission by such party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by a party to or of any act by the other party requiring such party's consent or approval shall not be deemed to waive or render unnecessary such party's consent or approval to or of any subsequent similar acts by the other party.

11.13 Severability. If any portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

11.14 Gender and Number. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

11.15 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties, oral or written, are hereby superseded and merged herein. The foregoing sentence shall in no way affect the validity of any instruments executed by the parties in the form of the exhibits attached to this Agreement.

11.16 Survival of Covenants. All covenants, representations, warranties, obligations and agreements contained in this Agreement shall survive the execution and delivery of this Agreement and the Closing Date and the delivery and recordation of all documents or instruments in connection therewith.

11.17 Incorporation of Exhibits. All Exhibits attached hereto are by this reference thereto incorporated herein.

11.18 Commission. BUYER and SELLER hereby represent that neither has agreed to pay any brokerage or finder's fee or commissions. BUYER and SELLER each shall hold the other harmless from and against any claim, demand or suit for any brokerage or finder's fee, commission or similar charge in respect of the execution of this Agreement and the transaction, including any and all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by BUYER or SELLER on account of or arising from any such claim, demand or suit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

"SELLER"

Exhibit "C"

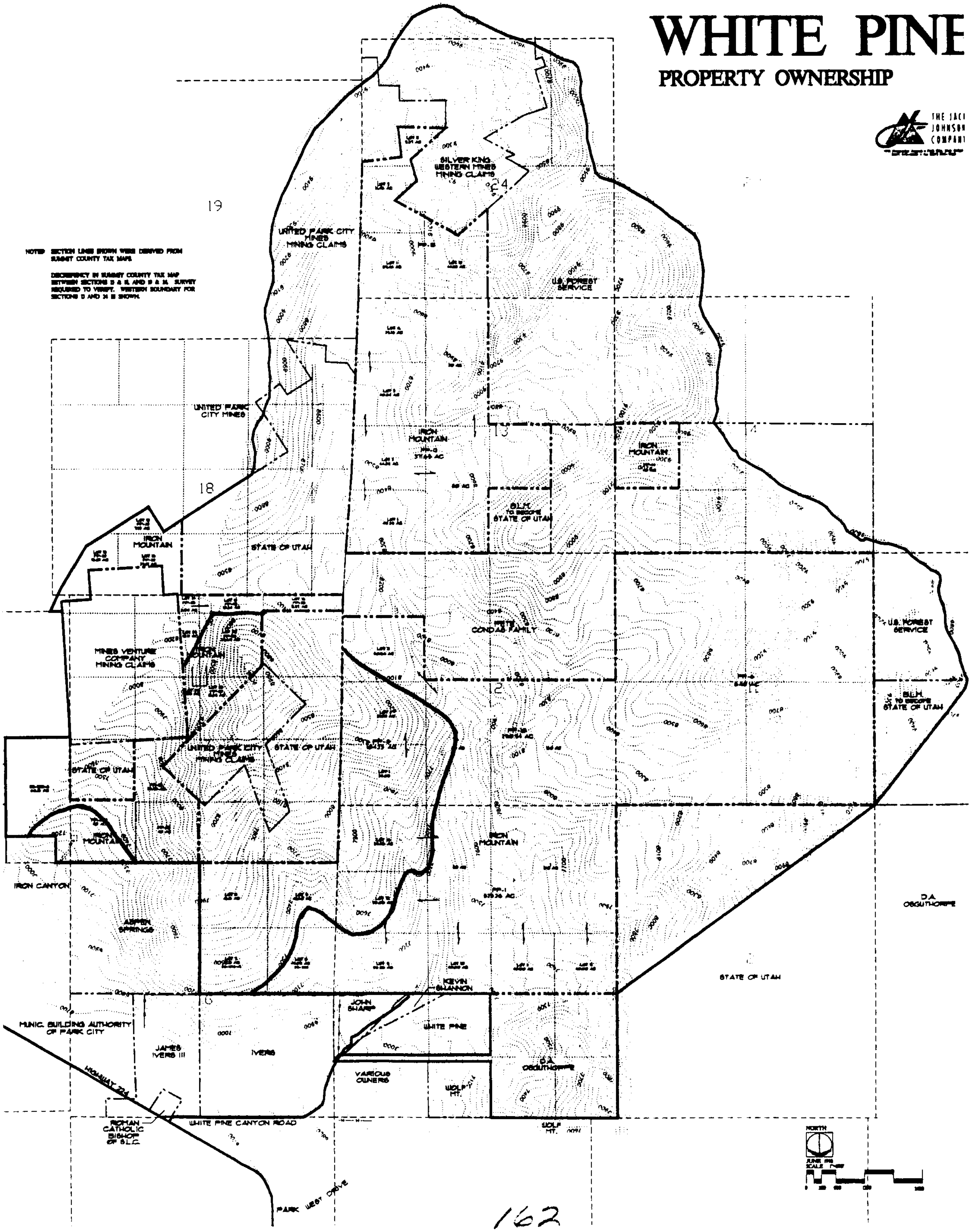
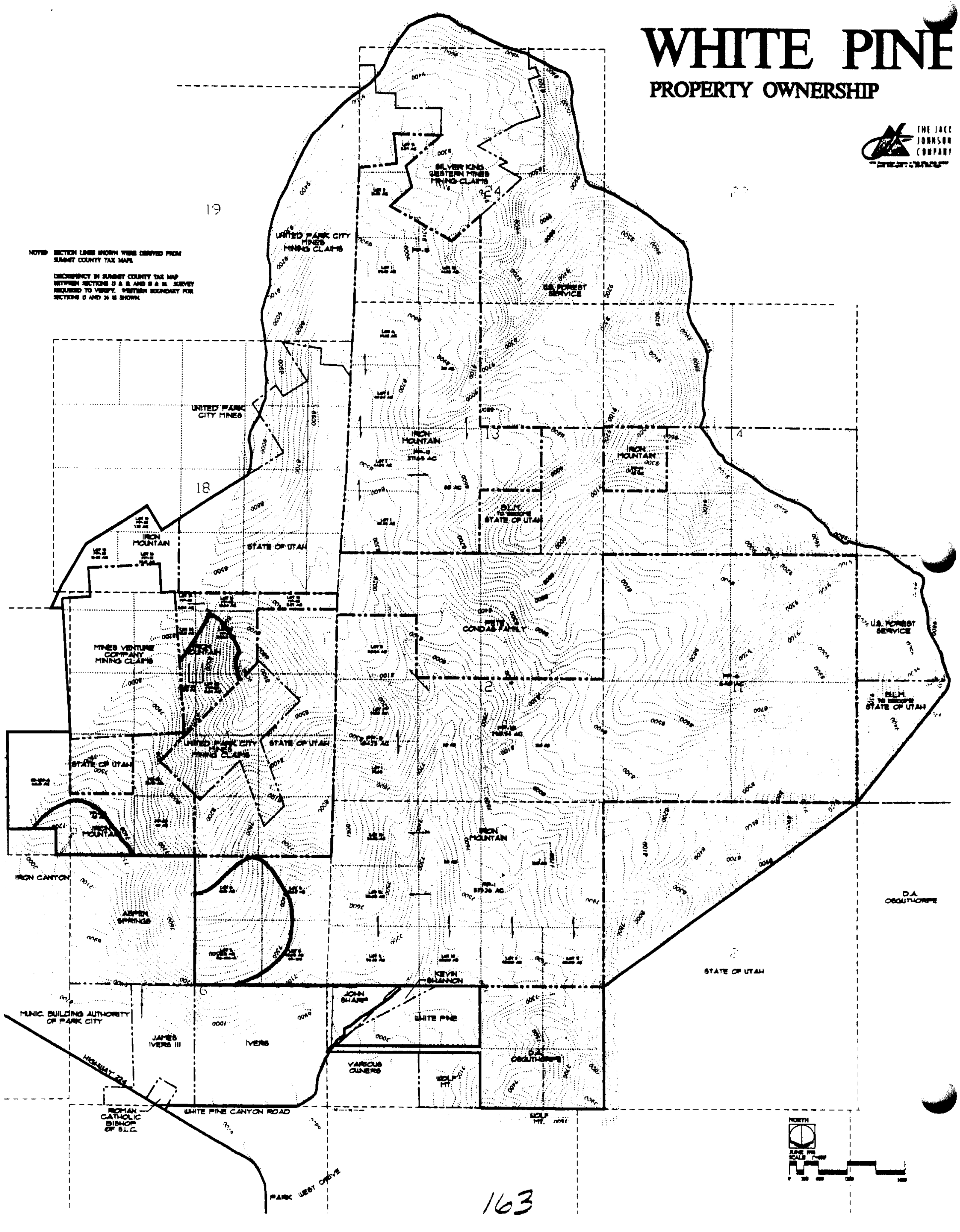

WHITE PINE
PROPERTY OWNERSHIP
SILVER KING WESTERN MINES MINING CLAIMS
UNITED PARK CITY MINES MINING CLAIMS
U.S. FOREST SERVICE
UNITED PARK CITY MINES
IRON MOUNTAIN
B.L.M. TO BECOME STATE OF UTAH
STATE OF UTAH
WHITE CONDAS FAMILY
MINES VENTURE COMPANY MINING CLAIMS
IRON CANYON
ASPEN SPRINGS
D.A. OSGUTHORPE
KEVIN SHANNON
JOHN SHARP
WHITE PINE
MUNIC. BUILDING AUTHORITY OF PARK CITY
JAMES IVERS III
IVERS
VARIOUS OWNERS
WOLF MT.
HIGHWAY 224
ROMAN CATHOLIC BISHOP OF S.L.C.
WHITE PINE CANYON ROAD
PARK WEST DRIVE
NORTH

Exhibit "D"



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IRON MOUNTAIN HOLDING GROUP, LC
a Utah limited liability company

By:__________________________
Alexandra Condas Ockey
Chairman, Managing Committee

"BUYER"

PARK CITY MUNICIPAL CORPORATION

By:__________________________
Brad Olch, Mayor

"IMA"

IRON MOUNTAIN ASSOCIATES, L.L.C.

By: WPA, LTD., Its Manager
By: White Pine Associates, Inc., Its General Partner

By:__________________________________
Keith R. Kelley, Vice-President/Secretary

<u>LIST OF EXHIBITS</u>

A. Legal Description of the IMHG Property
B. Land Development and Water Service Agreement
C. Map of the PC Open Space Easement and PC Fee Property
D. Map of North and East Aspects of Iron Mountain