



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 17, 1998**

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 17, 1998.

A G E N D A

Work Session - City Council Chambers - Lower Level

5:15 p.m. Council questions and comments
5:30 p.m. Review of regular meeting
Deer Crest/Hidden Hollow annexation
Other meeting questions/comments

Regular Meeting - City Council Chambers - Lower Level

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV CONSENT AGENDA

Ordinance approving the Silver Pointe Condominiums located at 501 Rossie Hill Drive, Park City, Utah

V RESIGNATIONS AND APPOINTMENTS

Appointment to the Board of Adjustment for a term expiring January 2004

VI NEW BUSINESS

Deer Crest/Hidden Hollow annexation:

(a) Amendment to the Trans-Wasatch Settlement Agreement

- (b) Resolution authorizing the Mayor to execute the Deer Crest Interlocal Agreement between Wasatch County and Park City

(c) Ordinance annexing approximately 253 acres of the Deer Crest property located

adjacent to Deer Valley into the corporate limits of Park City, Utah

- (d) Ordinance annexing approximately 84 acres of property known as Hidden Hollow located adjacent to Deer Valley into the corporate limits of Park City, Utah
- (e) Ordinance amending the zoning map of Park City to include Deer Crest annexation areas located adjacent to the current corporate boundaries of Park City, Utah
- (f) Ordinance amending the zoning map of Park City to include Hidden Hollow located adjacent to the current corporate boundaries of Park City, Utah

VII ADJOURNMENT

PARK CITY COUNCIL MEETINGS SUMMIT COUNTY, UTAH DECEMBER 24 AND DECEMBER 31, 1998

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah **will not** hold its regularly scheduled meetings on December 24 and December 31, 1998.



**PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
DECEMBER 17, 1998**

Present: Council members Hugh Daniels; Roger Harlan; Shauna Kerr; and Paul Sincock

Toby Ross, City Manager; Hope Bleecker, Transportation Director; and Jodi Hoffman, City Attorney

Absent: Mayor Brad Olch; Council members Chuck Klingenstein; and Roger Harlan (work session only)

1. Council questions and comments. Paul Sincock reported that the double-parked delivery trucks on Main Street are not being ticketed after 11 a.m. Ms. Bleecker stated that the policy has not changed and deliveries are restricted to noon on Main Street; she will meet with the enforcement officers tomorrow to discuss enforcement. Keith Jones, Ampco Systems Parking, explained that it is the current policy to give a warning and then a ticket after noon on Main Street and after that deliveries have to be made on Swede Alley. There was discussion about the dedication of Shorty Sorenson's stairs. Hugh Daniels thanked staff for organizing the community meetings and for installing signage on the access road to the north Marsac lot. The Council retreat dates were changed to January 20 and 21.

Paul Sincock reported that at the Main Street Business Alliance meeting on Tuesday the idea of forming a parking and business development district was discussed. This would require a petition of business owners which would be submitted to the City and Mr. Sincock requested assistance from the Legal Department. Ms. Hoffman indicated that it wouldn't involve much work.

2. Review of regular meeting. See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 17, 1998**

I ROLL CALL

Alternate Mayor Pro Tem Hugh Daniels called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, December 17, 1998. Members in attendance were Hugh Daniels, Roger Harlan, Shauna Kerr, and Paul Sincock. Mayor Brad Olch and Chuck Klingenstein were excused. Toby Ross, City Manager, was also present.

II PUBLIC INPUT

Hugh Daniels invited the public to comment on any matter of City business not scheduled on the agenda. Hearing none, the public input session was closed.

III COMMUNICATIONS FROM COUNCIL AND STAFF

Roger Harlan wished the public and the staff a great holiday season.

IV CONSENT AGENDA

Ordinance approving the Silver Pointe Condominiums located at 501 Rossie Hill Drive, Park City, Utah - Paul Sincock, "I move approval of the Consent Agenda". Roger Harlan seconded. Motion carried.

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

V RESIGNATIONS AND APPOINTMENTS

Appointment to the Board of Adjustment for a term expiring January 2004 - Hugh Daniels suggested that Ruth Gezelius be reappointed. Shauna Kerr, "I so move". Paul Sincock seconded. Motion carried.

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

VI NEW BUSINESS

Deer Crest/Hidden Hollow annexation:

(a) Amendment to the Trans-Wasatch Settlement Agreement - David Luber, applicant expressed that the language is acceptable to him. Paul Sincock, "I move approval of Item (a) under New Business, the amendment to the Trans-Wasatch Settlement Agreement". Roger Harlan seconded. Motion carried.

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

(b) Resolution authorizing the Mayor to execute the Deer Crest Interlocal Agreement between Wasatch County and Park City - Roger Harlan, "I move approval of the Resolution authorizing the Mayor to execute the Deer Crest Interlocal Agreement between Wasatch County and Park City contingent upon approval and execution by Wasatch County". Paul Sincock seconded. Motion carried.

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

(c) Ordinance annexing approximately 253 acres of the Deer Crest property located adjacent to Deer Valley into the corporate limits of Park City, Utah - Paul Sincock, "I move approval of an Ordinance annexing approximately 253 acres of the Deer Crest property located adjacent to Deer Valley into the corporate limits of Park City, Utah". Roger Harlan seconded. Motion carried.

Hugh Daniels	Aye
Roger Harlan	Aye
Shauna Kerr	Nay

Chuck Klingenstein	Absent
Paul Sincock	Aye

(d) Ordinance annexing approximately 84 acres of property known as Hidden Hollow located adjacent to Deer Valley into the corporate limits of Park City, Utah - Shauna Kerr, "I move approval". Paul Sincock seconded. Motion carried.

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

(e) Ordinance amending the zoning map of Park City to include Deer Crest annexation areas located adjacent to the current corporate boundaries of Park City, Utah - Roger Harlan, "I move to approve an Ordinance amending the zoning map of Park City to include Deer Crest annexation areas located adjacent to the current corporate boundaries of Park City, Utah". Paul Sincock seconded. Motion carried.

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

(f) Ordinance amending the zoning map of Park City to include Hidden Hollow located adjacent to the current corporate boundaries of Park City, Utah - Hugh Daniels requested a motion to approve. Paul Sincock, "I so move". Shauna Kerr seconded. Motion carried.

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

VII ADJOURNMENT

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

* * * * *

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City Council Meeting
December 17, 1998

The meeting for which these minutes were prepared as 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

1884

CITY COUNCIL STAFF REPORT

DATE: Dec 17, 1998
DEPARTMENT: Community Development
AUTHOR: Megan B. Ryan
TITLE: 501 Rossie Hill Drive - Record of Survey plat for 11 units
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Consider adopting the ordinance for an 11 unit condominium plat at 501 Rossi Hill Drive.

DESCRIPTION

A. Project Statistics

Owners: Craig Masters and Richard Dudley, Silver Pointe LLC
Zoning: HR-1/Estate/RM
Adjacent Land Uses: Residential/Hillside

B. Background

The application involves a metes and bounds parcel in the Estate zone. This piece is known as the "Slipper parcel". The 2.75 acre site is bisected by the gravel road, Rossi Hill Drive. The remainder of the site is adjacent to the Slipper parcel to the south and is known as Block 62. This area consists of seventeen lots of various sizes with various access all under the same ownership. The project site is located in the HR-1 zone in the Historic District, the estate Zone and a minor portion in the RM zone.

The proposal for the 11 unit project was processed as a Small Scale MPD because it is less than 50 units (Section 1.14 of the LMC). After several public hearings the project was approved as an MPD by the Planning Commission at their meeting of October 7, 1998. The Council reviewed the MPD process and voted to uphold the Planning Commission approval on November 19, 1998. The record of survey plat will allow the project to be marketed as individual condominium units.

The Commissioners also voted to forward a positive recommendation to the City Council on

the Record of Survey or condominium plat.

C. Analysis

The project involves 11 units, four duplexes and three single family homes.

Block 62:

The applicant proposes to construct 2 duplexes and one single family home on Block 62. On the duplexes the square footage proposed equates to 2,200 s.f. per unit plus a deck of 550 square feet (a maximum of 5,500 s.f. per duplex including garages). The single family home is proposed to be 2,750 square feet including deck and garage. The total square footage for the site is 13,750 square feet. The duplexes and single family homes are proposed to be used for short term and nightly rental uses, allowed uses in the zones.

The height of the duplex structures will comply with the Land Management Code at the time of building permit submittal. The height on the single family home has been limited to 20'. Design review of each structure will be subject to Historic District Commission review and approval.

Slipper Parcel:

The applicant's proposal consists of 6 units (two single family homes and two duplexes). All the units are proposed at 3,000 square feet for a total of 18,000 square feet across the site. Decks of 600 s.f. and garages are included in this number.

Heights are proposed at 28/33' for all units per Chapter 7 of the Land Management Code. The applicant proposes to fill the existing depression on the Slipper Parcel by approximately 8 feet on that one portion of the site. The applicant proposes that the height for any structures on that lot be measured from the finished grade after the fill.

Open Space:

Under this proposal, approximately 67% open space is proposed. The MPD process requires 60% of open space. Staff recommends that the open space be platted as non-buildable area and snow storage area. The applicant has proposed to donate portions of the open space area as Conservation Open Space areas.

Utilities:

Utilities were originally proposed to run down unimproved Provo Avenue. Currently they are proposed to run under Rossie Hill Drive. Staff fully supports this alternate plan that will protect the steep hillside and existing vegetation. The MPD was approved with this specific placement on Rossi Hill Drive.

Circulation/ Street Improvement:

Rossi Hill Drive is proposed to be improved, paved with curb and gutter, through to Ontario

Drive. The result will be a 25 feet hard surfaced road with a 50-foot right-of-way provided. Snow storage is proposed on the north side of the Slipper Parcel.

A private drive/courtyard area is proposed for access to the units on Block 62. Retaining walls will be required and significant care will be needed during construction to save the existing vegetation near this cut. An encroachment permit will also be needed for the portions of the drive that are proposed to be constructed in unimproved Provo Avenue. A Construction Mitigation plan will be required to address this issue prior to any building permit issuance.

The Planning and Engineering staff also recommend that the road improvements be done prior to plat recordation on order to ensure that the road can actually be improved since the city would be relying on quit-claim deeds in this area. A condition has been added to this effect.

These conditions will allow the plat to be recorded, yet limit the City's exposure to title problems with the proposed road.

Design:

The applicant has submitted preliminary design guidelines of all the units in the project for review. All the parcels in the HR-1 zone will require Historic District Commission review for compliance with the Historic District Guidelines. The parcels in the estate zone would follow the general design guidelines in Chapter 9 and those set by the Homeowners Association.

Department Review

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

Notice

The property was posted and all owners within the 300' of the property were noticed on December 1, 1998.

ALTERNATIVES

- A. Approve as conditioned.
- B. Modify or deny.
- C. Continue.

SIGNIFICANT IMPACTS:

Approval of the Record of Survey will result in the applicant's ability to sell each lot of record independently as condominiums.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the plat is denied the project can still be constructed as an approval for a MPD has been granted by the Planning Commission.

RECOMMENDATION:

Adopt the Record of Survey plat for 11 units at 501 and 510 Rossie Hill Drive based on the following findings of fact, conclusions of law and conditions of approval:

Findings of Fact:

1. The project is located on two parcels, one in the HR-1 and one in the Estate Zone. The parcels are contiguous.
2. The project will consist of 11 units. Five in the HR-1 District and 6 in the Estate zone.
3. Block 62 is in a highly visible location within an existing neighborhood. The project will be visible from Deer Valley Drive and Rossie Hill Drive. The project will be visible from Deer Valley Drive and Rossie Hill Drive.
4. The project has been reviewed under Chapter 15 of the Land Management Code and Utah State Law.
5. A Small Scale Master Planned Development (MPD) for 11 units has been approved for this project.
6. Snow storage easement and open space dedications to the City have been offered by the applicant.
7. Road access is proposed along the old "Railroad Cut". A private drive and a public road will be constructed as a result of this project.
8. Road access is a vital public safety amenity.
9. The Plat map submitted December 4, 1998 as modified by any final action, are the plans to be used in review for final compliance of this project.

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 the Utah Condominium Ownership Act.

Conditions of Approval:

1. Review and approval of the final plat and CC&R's by the City Engineer and City Attorney for compliance with these conditions of approval and State law is a condition precedent to

plat recordation.

2. The open space identified on the plat shall be designated as a non-buildable area open space conservation areas.

3. The applicants will purchase a title policy, in form and amount approved by the City Engineer, for Rossi Hill Drive for the benefit of the City.

4. No building permits will be issued within the project until Rossi Hill Drive is constructed.

5. No lot or condominium unit sales will be permitted until Rossi Hill Drive is constructed.

6. This plat approval shall expire within two years of the date of City Council approval if it has not been recorded by that time.

7. All Standard project conditions apply.

EXHIBITS:

Exhibit A - Location Map

Exhibit B - Record of Survey map

Exhibit C - Ordinance

EXHIBIT C

501 Rossie Hill Dr.

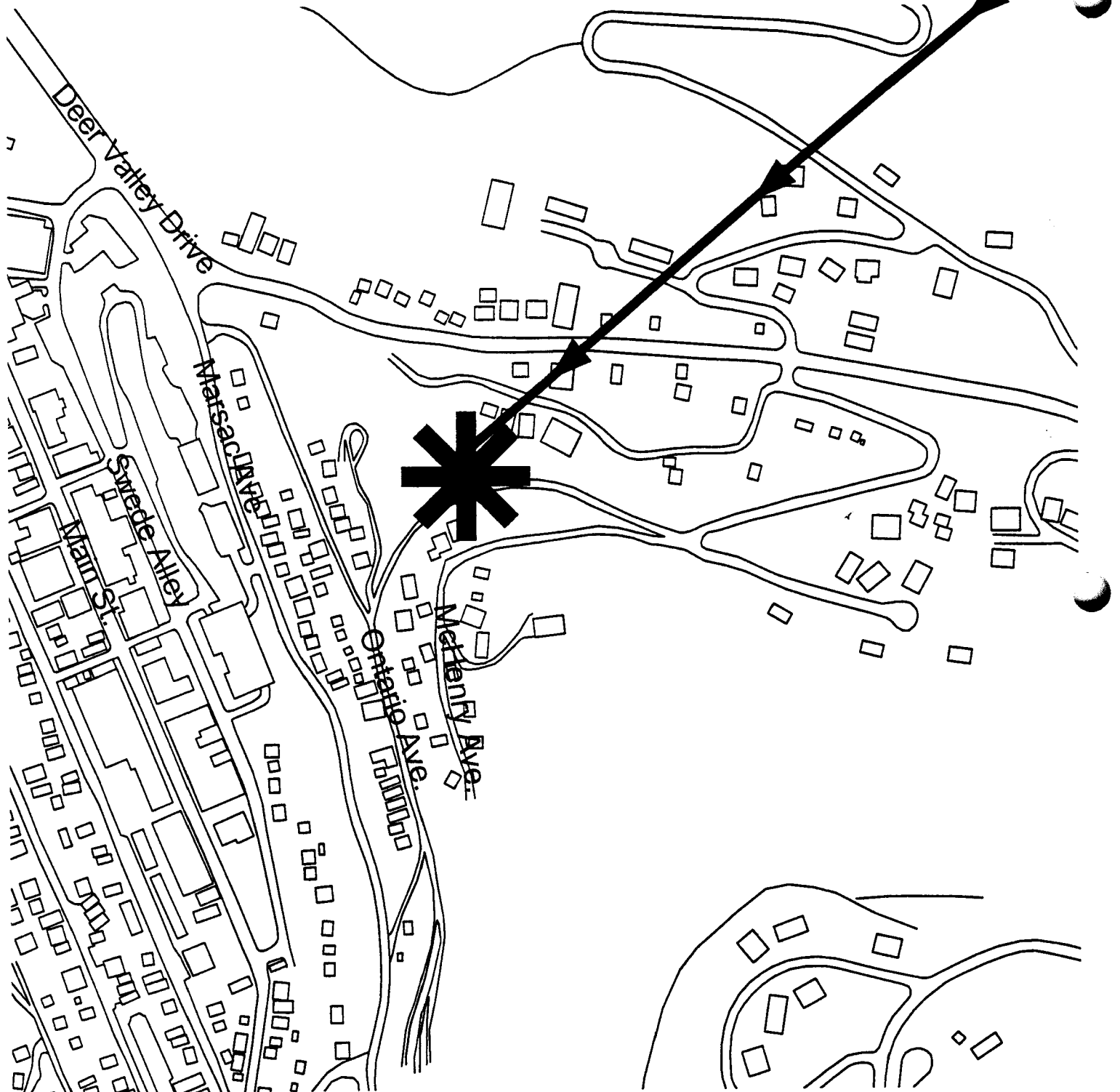
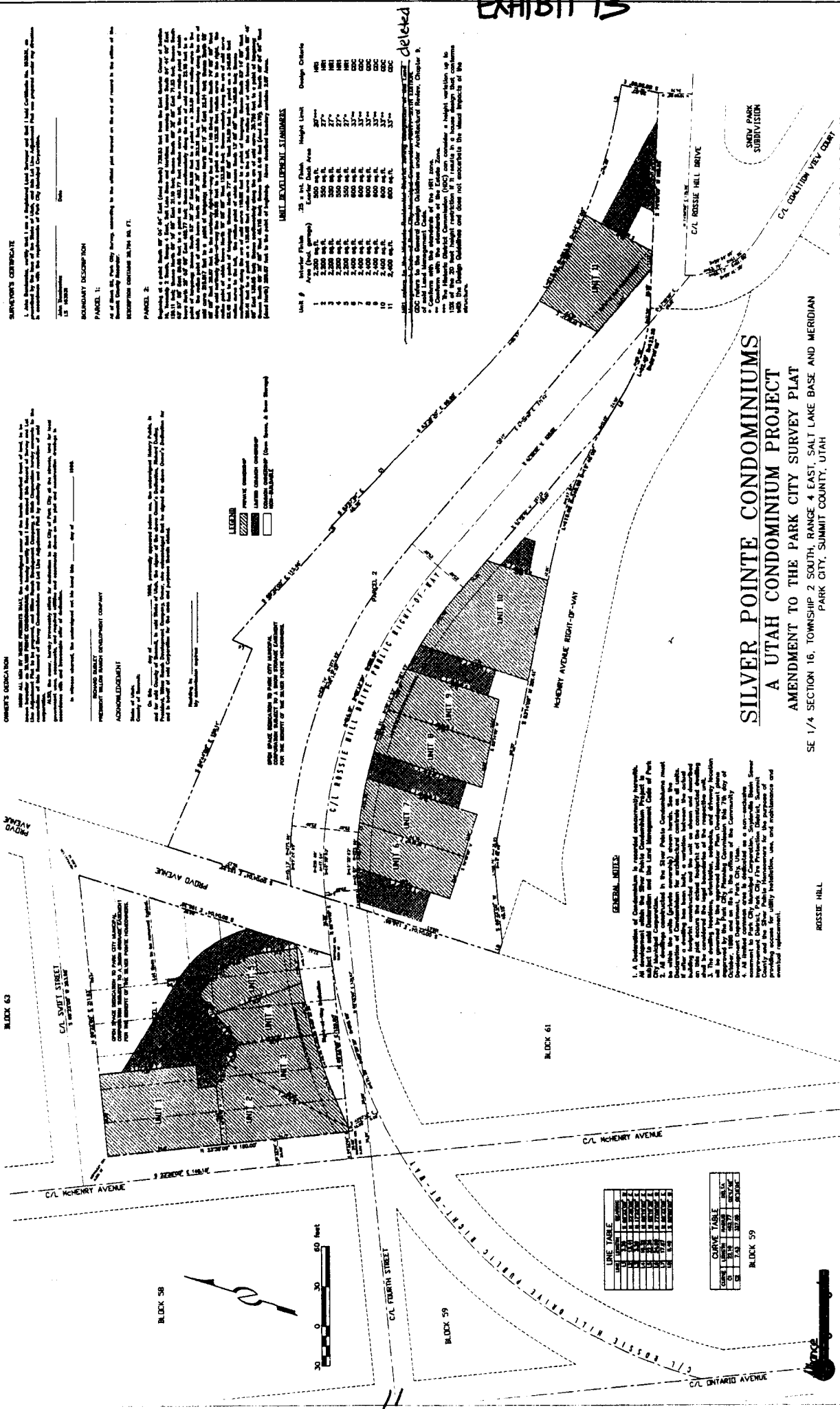


Exhibit A Vicinity Map



RECEIVED
DEC 4 1998
PARK CITY
PLANNING DEPT.



OWNER'S DECLARATION
 I, the undersigned, being the owner of the above described land, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I am the owner of the land described herein.

ACKNOWLEDGMENT
 On this _____ day of _____, 1998, before me, the undersigned, a Notary Public in and for the State of Utah, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing declaration, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public in and for the State of Utah
 My commission expires _____

UNIT DEVELOPMENT STANDARDS

Unit #	Interior Floor Area (sq. ft.)	Exterior Deck Area (sq. ft.)	Height (feet)	Design Criteria
1	2,200 sq. ft.	200 sq. ft.	27'0"	1981
2	2,200 sq. ft.	200 sq. ft.	27'0"	1981
3	2,200 sq. ft.	200 sq. ft.	27'0"	1981
4	2,200 sq. ft.	200 sq. ft.	27'0"	1981
5	2,200 sq. ft.	200 sq. ft.	27'0"	1981
6	2,200 sq. ft.	200 sq. ft.	27'0"	1981
7	2,200 sq. ft.	200 sq. ft.	27'0"	1981
8	2,200 sq. ft.	200 sq. ft.	27'0"	1981
9	2,200 sq. ft.	200 sq. ft.	27'0"	1981
10	2,200 sq. ft.	200 sq. ft.	27'0"	1981
11	2,200 sq. ft.	200 sq. ft.	27'0"	1981

GENERAL NOTES

1. A Declaration of Condominium is recorded concurrently herewith.
2. All easements, covenants, and restrictions shall be subject to the terms and conditions of the Declaration of Condominium.
3. The owner of each unit shall be responsible for the maintenance and repair of the unit and the common areas.
4. The owner of each unit shall be responsible for the payment of the common charges.
5. The owner of each unit shall be responsible for the payment of the property taxes.
6. The owner of each unit shall be responsible for the payment of the insurance.
7. The owner of each unit shall be responsible for the payment of the utilities.
8. The owner of each unit shall be responsible for the payment of the parking fees.
9. The owner of each unit shall be responsible for the payment of the storage fees.
10. The owner of each unit shall be responsible for the payment of the pet fees.
11. The owner of each unit shall be responsible for the payment of the other fees.

UNIT DEVELOPMENT STANDARDS

Unit # 1 2 3 4 5 6 7 8 9 10 11

Interior Floor Area (sq. ft.) 2,200 2,200 2,200 2,200 2,200 2,200 2,200 2,200 2,200 2,200 2,200

Exterior Deck Area (sq. ft.) 200 200 200 200 200 200 200 200 200 200 200

Height (feet) 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0"

Design Criteria 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981

UNIT DEVELOPMENT STANDARDS

Unit # 1 2 3 4 5 6 7 8 9 10 11

Interior Floor Area (sq. ft.) 2,200 2,200 2,200 2,200 2,200 2,200 2,200 2,200 2,200 2,200 2,200

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Height (feet) 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0"

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Height (feet) 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0"

Design Criteria 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981

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Height (feet) 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0"

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Exterior Deck Area (sq. ft.) 200 200 200 200 200 200 200 200 200 200 200

Height (feet) 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0" 27'0"

Design Criteria 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981 1981

SILVER POINTE CONDOMINIUMS A UTAH CONDOMINIUM PROJECT AMENDMENT TO THE PARK CITY SURVEY PLAT SE 1/4 SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH

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

CERTIFICATE OF ATTEST
 I, the undersigned, being the duly qualified and authorized clerk of the Park City Council, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the files of the City Clerk's Office.

APPROVAL AS TO FORM
 APPROVED AS TO FORM THIS _____ DAY OF _____, 1998 A.D.
 BY _____ PARK CITY ATTORNEY

APPROVAL AND ACCEPTANCE
 APPROVED AND ACCEPTED BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 1998 A.D.
 BY _____ MAYOR

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

ENGINEERS CERTIFICATE
 I, the undersigned, being a duly licensed and authorized engineer, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the files of the City Clerk's Office.

PLANNING COMMISSION
 APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 1998 A.D.
 BY _____ CHAIRMAN

SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT
 REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THE _____ DAY OF _____, 1998 A.D.
 BY _____ S.S.E.D.

ALLIANCE ENGINEERING INC.
 P.O. BOX 1664
 325 S. 1000 E.
 PARK CITY, UTAH 84090
 (435) 649-9467

EXHIBIT B3

EXHIBIT C

Ordinance No. 98-

AN ORDINANCE APPROVING THE SILVER POINTE CONDOMINIUMS LOCATED 501 ROSSIE HILL DRIVE AT, PARK CITY, UTAH

WHEREAS, the owners of have petitioned the City Council for approval of a condominium 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 April 29, 1998, June 8, 1998 and August 11, 1998 to receive input on the proposed condominium plat;

WHEREAS, the Planning Commission, on October 7, 1998, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October 29, 1998, the City Council held a meeting on the proposed record of survey; and

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

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

Findings of Fact:

1. The project is located on two parcels, one in the HR-1 and one in the Estate Zone and RM zone. The parcels are contiguous.
2. The project will consist of 11 units. Five in the HR-1 District and 6 in the Estate zone.
3. Block 62 is in a highly visible location within an existing neighborhood. The project will be visible from Deer Valley Drive and Rossie Hill Drive. The project will be visible from Deer Valley Drive and Rossie Hill Drive.

4. The project has been reviewed under Chapter 15 of the Land Management Code and Utah State Law.

5. A Small Scale Master Planned Development (MPD) for 11 units has been approved for this project.

6. Snow storage easement and open space dedications to the City have been offered by the applicant.

7. Road access is proposed along the old "Railroad Cut". A private drive and a public road will be constructed as a result of this project.

8. Road access is a vital public safety amenity.

9. The Plat map submitted September 30, 1998, as modified by any final action, are the plans to be used in review for final compliance of this project.

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 the Utah Condominium Ownership Act.

SECTION 3. PLAT APPROVAL. This record of survey plat for 11 units at 501 and 510 Rossi Hill Drive is approved as shown on Exhibit B, with the following conditions:

1. Review and approval of the final plat and CC&R's by the City Engineer and City Attorney for compliance with these conditions of approval and State law is a condition precedent to plat recordation.

2. The open space identified on the plat shall be designated as a non-buildable area open space conservation areas.

3. The applicants will purchase a title policy, in form and amount approved by the City Engineer, for Rossi Hill Drive for the benefit of the City.

4. No building permits will be issued within the project until Rossi Hill Drive is constructed.

5. No lot or condominium unit sales will be permitted until Rossi Hill Drive is constructed.

6. This plat approval shall expire within two years of the date of City Council approval if it has not been recorded by that time.

7. All Standard project conditions apply.

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

PASSED AND ADOPTED this 17th day of December, 1998.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, Deputy City Attorney



To: Honorable Mayor/Members of City Council

From: Jan Scott, City Recorder

Subject: Board of Adjustment Appointment - December 17, 1998

Consistent with the practice for advertising for vacancies, staff placed an ad in the *Park Record* for three consecutive weeks and also aired a public service announcement on *KPCW* for several weeks.

For some reason, it has been our experience that the Board of Adjustment doesn't receive a good response and this was the case this year, as no one expressed interest. Staff, however, is pleased that Ruth Gezelius has indicated her willingness to continue service on the BOA who has served on the Board since 1996, filling an unexpired term. She is a valuable member of the Board and her contributions are very much appreciated; staff recommends that you reappoint Ruth Gezelius for a term expiring January 2004. Council, of course, always has the option of readvertising and delaying the appointment.



DATE: December 11, 1998
DEPARTMENT: Executive
AUTHOR: Toby Ross
TITLE: Deer Crest Interlocal Agreement
TYPE OF ITEM: Legislative: Interlocal Agreement

SUMMARY RECOMMENDATIONS: Adopt a resolution that authorizes the Mayor to execute the Deer Crest Interlocal Agreement between Park City and Wasatch County.

DESCRIPTION:

A. Topic. The purpose of the Deer Crest Interlocal Agreement (Interlocal Agreement) is to resolve the eminent economic, jurisdictional, and service issues associated with the Deer Crest Annexation. The Interlocal Agreement also provides a mechanism for resolving future issues related to the Annexation Parcel.

B. Background: The Interlocal Agreement establishes responsibility for the delivery of municipal-type services in the Annexation Parcel, including but not limited to water, sewer, storm drainage, recreation, solid waste disposal and fire protection. The Interlocal Agreement likely will have to be adopted and executed by both Wasatch County and Park County before December 21 to avoid a protest of the Deer Crest Annexation by Wasatch County. The draft Interlocal Agreement is the product of protracted and at times intensive negotiations. It is substantially the same as earlier versions distributed to the Council. The agreement identifies and addresses issues caused by the proposed annexation and the development of Deer Crest. Through the Interlocal Agreement, Wasatch County and Park City agree to cooperate in good faith to address economic, infrastructure, development and service issues and provide mechanisms for oversight and dispute resolution.

C. Analysis: Given state law and long-standing discussions with Wasatch County, the agreement is probably a prerequisite for the Deer Crest annexation. Wasatch County is scheduled to act on the agreement on December 14, 1998.

The principal benefit for Park City is that the agreement secures support from Wasatch County for the annexation which, in turn, allows Park City to collect taxes and other revenues that we would not be able to collect without the annexation. The principal benefit for Wasatch County is that the agreement requires Park City to give Wasatch County the *local option sales tax* Park City

would normally receive. Additionally, the agreement clarifies a number of service and development issues.

The net fiscal effect is that Park City receives most of the tax revenues it would normally receive while having to provide few public services. Park City will receive property taxes and 1.25% on sales within the annexation parcel while giving up about .75% on sales within the annexation parcel to Wasatch County. The revenue received by Park City as a result of annexation will be about eight times the revenue sent from Park City to Wasatch County. Police protection is the main service offered by Park City which should not be burdensome in a gated community. The home owners association provides road maintenance and snow removal. Park City assumes project review and inspection responsibilities after annexation.

The Interlocal Agreement does not replace the Settlement Agreement which remains in force. The initial term of the agreement is 20 years with automatic renewal for additional 15 year terms unless a two-year notice of nonrenewal is provided. This long-term arrange is shorter than the 50 year term sought by Wasatch County.

D. Department Review: The Interlocal Agreement has been reviewed by the Legal and Community Development Departments. Modifications to the document have been made to address their concerns.

ALTERNATIVES:

A. Approve the Request: The Council can authorize Mayor execute the Deer Crest Interlocal Agreement between Park City and Wasatch County.

B. Deny the Request: The Council could direct staff to not enter into the Deer Crest Interlocal agreement.

C. Continue the Item: The Council could continue the item but a continuance beyond December 21, 1998, would likely lead Wasatch County to protest the annexation.

SIGNIFICANT IMPACTS:

Entering into the Interlocal Agreement is probably a prerequisite for the Deer Crest annexation which in turn allows Park City to collect taxes and other revenues. The Interlocal Agreement requires Park City to give Wasatch County the *local option sales tax* Park City would normally receive. Additionally, the agreement clarifies a number of service and development issues including road widths in the annexation parcel. The net fiscal impact of the annexation should be substantially positive for Park City.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If Park City and Wasatch County do not enter into the Interlocal Agreement by December 21, 1998, Wasatch County would likely protest the annexation, thereby delaying or preventing the

annexation.

RECOMMENDATION:

Staff recommend that Council adopt a resolution that authorizes the Mayor to execute the Interlocal Agreement between Park City and Wasatch County in substantially the same form as the draft of 12-14-98.



Resolution No. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
THE DEER CREST INTERLOCAL AGREEMENT BETWEEN
WASATCH COUNTY AND PARK CITY**

WHEREAS, The Deer Crest development (Deer Crest) currently lies primarily within the boundaries of Wasatch County (County), but adjoins the municipality of Park City (City) in Summit County; and

WHEREAS, a petition was filed by Deer Crest ILC requesting the City to annex a portion of the Deer Crest Project (Annexation Parcel); and

WHEREAS, it is in the best interest of the County and City to cooperate regarding the proposed Deer Crest annexation; and

WHEREAS, the Deer Crest Interlocal Agreement has been prepared to identify and address issues caused by the proposed annexation and the development of Deer Crest, to design mechanisms to accommodate the needs and concerns of each Party, and to consider benefits to one Party in conjunction with the impacts and burdens it generates for the other; and

WHEREAS, Park City entered into an agreement with Park City Consolidated Mines Company, and Trans-Wasatch Company, dated December 29, 1995, modified on August 8, 1996 and amended by letter agreement and by the First Amendment to the Telemark Park Settlement Agreement, dated April 8, 1997 and any subsequent amendment to settle a lawsuit (Settlement Agreement); and

WHEREAS, Deer Crest remains bound to the terms of the Settlement Agreement, as amended. which governs various aspects of the relationship between Deer Crest and City, and, while not binding upon County, includes terms relevant to the proposed annexation; and

WHEREAS, the Annexation Parcel is within the boundaries of the Jordanelle Special Service District, the Wasatch County Fire Protection District, the Wasatch County School District, the Wasatch County Solid Waste District, the Wasatch County/Duchesne County Bluebench Landfill Special Service District, and the Wasatch County Recreation District; and

WHEREAS, the development by Deer Crest in the Annexation Parcel will have an

impact on both County's and City's municipal services and infrastructure; and

WHEREAS, it is in the best interests of both the County and the City to have the proposed annexation take place in an orderly and logical manner and to resolve jurisdictional, economic and provision-of-service issues regarding the annexation; and

WHEREAS, County and City desire to proceed with the proposed annexation;

NOW THEREFORE, City Council of Park City resolves as follows:

SECTION 1. AUTHORIZATION. The Council hereby authorizes the Mayor to execute the Deer Crest Interlocal Agreement in substantially the same form as it is attached hereto as Exhibit A.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect upon Wasatch County executing the Deer Crest Interlocal Agreement and the City Council approving the Deer Crest Annexation Ordinance.

DATED this 17th day of December, 1998

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Jodi Fatland Hoffman, City Attorney

Deer Crest Interlocal Agreement

December __, 1998

12-14-98

Deer Crest Interlocal Agreement

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Deer Crest Interlocal Agreement

This Deer Crest Interlocal Agreement is made and entered into this _____ day of December, 1998, by and between Wasatch County ("County") and its Dependant Districts and Park City Municipal Corporation ("City") (jointly referred to herein as the "Parties").

SUMMARY

Deer Crest currently lies primarily within the boundaries of Wasatch County, but adjoins the municipality of Park City in Summit County. Various physical features and existing infrastructure developments in the surrounding environs of Deer Crest affect the reasonable provision of services and distribution of impacts in both Wasatch County and Park City.

Since the development of Deer Crest has significant ramifications for both Wasatch County and Park City, both Parties consider it to be in their best interest to cooperate regarding the proposed Deer Crest annexation. Therefore, the purpose of the following Agreement is to identify and address issues caused by the Proposed Annexation and the development of Deer Crest, design mechanisms to accommodate the needs and concerns of each Party, and to consider benefits to one Party in conjunction with the impacts and burdens it generates for the other.

Specifically, Wasatch County and Park City agree to cooperate in good faith to address economic, infrastructure, development and service issues and provide mechanisms for oversight and dispute resolution.

RECITALS

WHEREAS, County is a political subdivision organized and existing under the laws of the State of Utah; and

WHEREAS, City is a municipality organized and existing under the laws of the State of Utah. Although a majority of the City is in Summit County, a portion of the City is in Wasatch County, State of Utah; and

WHEREAS, Deer Crest is a parcel of property, the majority of which is located in Wasatch County, State of Utah, which has been proposed for residential and resort development (a copy of the proposed development map is attached hereto as Exhibit "A"); and

WHEREAS, Deer Crest remains bound to the terms of the Settlement Agreement, as amended. The Settlement Agreement, as amended by the parties thereto, governs various aspects of the relationship between Deer Crest and City, and, while not binding upon County, includes terms

relevant to the Proposed Annexation; and

WHEREAS, Deer Crest has petitioned for Annexation of a portion of the development into the municipal boundaries of City, which property is located in County, the "Annexation Parcel"); and

WHEREAS, the Annexation Parcel is within the boundaries of the Jordanelle Special Service District, the Wasatch County Fire Protection District, the Wasatch County School District, the Wasatch County Solid Waste District, the Wasatch County/Duchesne County Bluebench Landfill Special Service District, and the Wasatch County Recreation District; and

WHEREAS, the development by Deer Crest in the Annexation Parcel will have an impact on both County's and City's municipal services and infrastructure; and

WHEREAS, it is in the best interests of both the County and the City to have the proposed annexation take place in an orderly and logical manner and to resolve jurisdictional, economic and provision-of-service issues regarding the annexation in this Agreement; and

WHEREAS, County and City desire to proceed with the proposed annexation upon the following terms and conditions;

NOW THEREFORE, the parties agree as follows:

AGREEMENT

I. DEFINITIONS

The terms set forth in this Section shall have the following definitions in this Agreement:

"Administrative Control Board", shall mean a board, appointed by the Wasatch County Commissioners pursuant to State law, to which is delegated some or all of the administrative authority over a special service district.

"Agreement", shall mean this Interlocal Agreement entered into by Park City and Wasatch County.

"Annexation", shall mean the completion of that process whereby the Annexation Parcel becomes part of City.

"Annexation Parcel", shall mean that portion of the Deer Crest Subdivision which is included in the petition for annexation and which is the subject of this Agreement.

"Annexation Petition", shall mean the petition for annexation filed with Park City by Deer Crest Subdivision pursuant to the terms of this Agreement, State law, and the Settlement Agreement.

"Approved Plans", shall mean the complete set of plans, plats and other related documents for the Deer Crest Subdivision that have received final approval by the Wasatch County Commission.

"Boundary Commission", shall mean the Wasatch County Boundary Commission, formed pursuant to Section 10-2-409 et seq. of the Utah Code.

"Building Permit", shall mean a permit issued by either Wasatch County or Park City allowing construction of a specific improvement within the Annexation Parcel.

"Building Permit Fees", shall mean those fees, assessments and charges imposed by either Wasatch County or Park City in connection with the issuance of a building permit.

"City", shall mean Park City Municipal Corporation, a municipality organized and existing under the laws of the State of Utah.

"Construction", shall mean any development or construction activity for which a permit would be required by Wasatch County or Park City.

"County", shall mean Wasatch County.

"County Option Sales and Use Tax", shall mean that tax imposed pursuant to Utah Code §59-12-1101 et seq. (1953, as amended).

"Deer Crest Interlocal Agreement", shall mean this Agreement.

"Deer Crest", shall mean the entire proposed development commonly known as the Deer Crest Subdivision, or Deer Crest Project, which has received or shall receive final approval by Wasatch County.

"Developer", shall mean that person(s) or entity which is the authorized agent for the development of the Deer Crest Subdivision.

"Development", shall mean the Deer Crest Subdivision.

"Economic Review Committee", shall mean the committee, organized pursuant to Section V.C.2. of this Agreement, for the purpose of administering the division of various revenue between the Parties according to the terms of this Agreement.

"Equivalent Residential Unit" or "EAU", shall mean a unit of measurement used by the Jordanelle Special Service District for calculating water and sewer usage. An ERU, for purposes of this Agreement, is defined by the Jordanelle Special Service District.

"Final Plat", shall mean the complete set of plans, plats and documents for Deer Crest which

have received final approval of the Wasatch County Commission.

"Fire Protection", shall mean fire prevention and suppression equipment, personnel, systems, devices, and other improvements, the express purpose of which is the prevention or suppression of accidental or uncontrolled fire.

"Fire Protection Standards", shall mean those standards adopted by either Wasatch County or Park City relating to any aspect of Fire Protection, as specifically amended by this Agreement for purposes of application of those standards to the Annexation Parcel.

"Heber Valley Special Service District", shall mean that Special Service District, created by Wasatch County pursuant to Utah Code § 17A-2-1301 et seq. (1953, as amended) for the purpose of treating wastewater.

"Home Owner's Association" or "HOA", shall mean that organization of property owners within the Deer Crest Subdivision which has been formed pursuant to the final documents approved by Wasatch County.

"Impact Fees", shall mean those fees legally imposed against new construction by Wasatch County or Park City to mitigate the impact caused by that new construction.

"Initial Infrastructure", shall mean the original construction of water, sewer, roads, utilities and other improvements primarily for the purpose of delivering municipal-type services to the Development.

"Infrastructure", shall mean water, sewer, roads, utilities and other improvements constructed primarily for the purpose of delivering municipal-type services to the Development.

"Infrastructure Improvements", shall mean all water, sewer, road, drainage, retaining walls, bridges, tunnels, and other similar construction in the Annexation Parcel.

"Inspection", shall mean that procedure, set forth in the ordinances and resolutions of either Wasatch County or Park City, whereby the County or City ensures that construction proceeds according to approved plans and specifications.

"Inspection Fees", means any fee, assessment or other charge legally imposed by Wasatch County or Park City for any required inspection.

"Interlocal Agreement", means an agreement entered into between public entities pursuant to Utah Code Ann. § 11-13-5 et seq. (1953, as amended).

"Jordanelle Special Service District" or "JSSD", shall mean the Jordanelle Special Service District, created and controlled by Wasatch County pursuant to Utah Code §17A-2-1301 et seq. (1953, as amended).

"Local Option Sales Tax", shall mean that tax imposed pursuant to Utah Code §59-12-201 et seq. (1953, as amended).

"Midway Sanitation District", shall mean that Special Service District created by Wasatch County pursuant to Utah Code § 17A-2-1301 et seq. (1953, as amended) for the purpose of providing wastewater collection services to properties within its boundaries.

"Municipal Services Review Committee", shall mean the committee, organized pursuant to Section V.C.2.b. of this Agreement, for the purpose of administering the division of various revenue between the Parties according to the terms of this Agreement.

"Mutual Aid Agreement", shall mean a written agreement between any special service district, municipality or county for the purpose of providing cooperative assistance in responding to any fire, or other disaster.

"Other Fees", shall mean any fee, charge, assessment, fine, interest or penalty imposed by Wasatch County or Park City which is not otherwise defined herein.

"Property", shall mean the real property, located in Wasatch County, which makes up the Annexation Parcel.

"Property Tax", shall mean that tax imposed pursuant to Utah Code §59-2-1 et seq. (1953, as amended).

"Proposed Annexation", shall mean the property identified by Deer Crest's Petition for Annexation to City.

"Resort Sales Tax", shall mean that tax imposed pursuant to Utah Code § 59-12-401 et seq. (1953, as amended).

"Road Standards", shall mean any Wasatch County or Park City ordinance, resolution, policy or guideline regarding the construction of roads or related improvements.

"Settlement Agreement", shall mean that agreement entered into between Park City Municipal Corporation, Park City Consolidated Mines Company, and Trans-Wasatch Company, dated December 29, 1995, modified on August 8, 1996 and amended by letter agreement dated August 6, 1996 and by the First Amendment to the Telemark Park Settlement Agreement, dated April 8, 1997 and any subsequent amendment.

"School District", shall mean the Wasatch County School District or the Park City School District.

"Special Service District", shall mean any special service district created for the purpose of delivering municipal-type services pursuant to Utah Code § 17A-2-1301 et seq. (1953, as amended),

or other applicable statute.

"Special Service District Fees or Assessments", shall mean any fee, charge, assessment, penalty, fine or interest imposed by a special service district.

"Transient Room Tax", shall mean that tax imposed pursuant to Utah Code §59-12-205 et seq. (1953, as amended).

"Transit Tax", shall mean that tax imposed pursuant to Utah Code § 59-12-501 et seq. (1953, as amended).

"Wasatch/Duchesne Blue Bench Landfill Special Service District", shall mean that special service district created and controlled by Wasatch County pursuant to Utah Code § 17A-2-1301 et seq. (1953, as amended) for the purpose of landfill operation and ownership.

"Wasatch County Boundary Commission", shall mean a commission, organized by the Wasatch County Commission pursuant to State law, for the purpose of reviewing annexation proposals involving Wasatch County.

"Wasatch County Fire Protection District", shall mean that special service district created and controlled by Wasatch County pursuant to Utah Code § 17A-2-1401 et seq. (1953, as amended) for the purpose of fire prevention and suppression in Wasatch County.

"Wasatch County Recreation District", shall mean that special service district created and controlled by Wasatch County pursuant to Utah Code § 17A-2-1301 et seq. (1953, as amended) for the purpose of providing recreation services in Wasatch County.

"Wasatch County Solid Waste District", shall mean that special service district created and controlled by Wasatch County pursuant to Utah Code § 17A-2-1301 et seq. (1953, as amended) for the purpose of solid waste collection and disposal in Wasatch County.

All terms not specifically defined herein shall be defined according to their normal and commonly accepted meaning.

II. PURPOSE OF AGREEMENT.

Pursuant to State law, an annexation petition may be protested by affected parties, including both the County in which the property is located and special service districts whose boundaries include part or all of the property. Economic, jurisdictional and service issues are commonly discussed in connection with annexation proposals, and may be the subject of protests by any of the affected parties.

In the Proposed Annexation, complex jurisdictional and economic issues exist which, left unresolved, may prevent the Annexation from occurring. In addition, practical issues regarding the funding and delivery of municipal-type services in the Annexation Parcel, including but not limited to water, sewer, storm drainage, recreation, solid waste disposal and fire protection are also present.

The purpose of this Agreement is to resolve the economic, jurisdictional and service issues which are reasonably foreseeable, and to agree to a process by which the Parties may solve issues which may arise in the future that are not conclusively settled by this Agreement.

III. SCOPE OF AGREEMENT.

This Agreement is intended to resolve issues that currently exist between the Parties with respect to the Proposed Annexation. In addition, the Agreement also provides for a mechanism for resolving future issues related to the Annexation Parcel that may arise between the Parties. The Agreement is limited to the Parties and the Property within the Annexation Parcel.

Exhibits A, B, C, and associated Maps are attached hereto or in an Exhibit Book of the same name, and are hereby incorporated herein by this reference.

Deer Crest remains bound to the terms of the Settlement Agreement, as amended. The Settlement Agreement, as amended by the parties thereto, governs various aspects of the relationship between Deer Crest and City, and, while not binding upon County, includes terms relevant to the Proposed Annexation. This Agreement neither amends nor supercedes the Settlement Agreement.

IV. ANNEXATION PROCESS.

The annexation process is set forth in detail in Sections 10-2-401 et seq. of the Utah Code. The Parties hereby agree to cooperate in the annexation process, and to conform with the following additional procedures as part of the annexation process:

- A. In the event either Party does not accept the Annexation Petition, the Parties agree to meet in an expedited fashion to attempt to resolve unapproved portions of the Annexation Petition.
- B. If the Parties both approve of the Annexation Petition, the annexation process set forth in the applicable section of the Utah Code shall proceed.
- C. The Parties expressly agree that City shall not grant an Annexation that does not conform with the terms of this Agreement.

The Parties may, by written agreement, stipulate to additional or different steps in the annexation process, as long as the minimum requirements set forth in the Utah State Code are met.

V. TERMS OF AGREEMENT.

A. Economic Issues: It is one of the express purposes of this Agreement to insure that County does not suffer adverse economic consequences as a result of the Proposed Annexation, but that County enjoys an agreed upon share of the economic benefits of the Annexation. The Parties expressly agree that the County shall remain economically "whole", regardless of the Proposed Annexation. It is expressly the intent of this Agreement that the County shall enjoy at least the same economic benefits it would have received if the Proposed Annexation did not occur, and, in the event additional revenues are created as a result of the Proposed Annexation, that the County shall receive the agreed upon share of those additional revenues. Further, it is expressly the intent of this agreement that City and County participate in revenue sharing pursuant to Article XIII Sec. 5 of the Utah Constitution and not incur a debt or obligation. To this end, the Parties have agreed upon the following general terms concerning the imposition, collection, division and disbursement of the various fees, taxes and charges that apply to the Development in the Annexation Parcel. The Parties also agree upon the following terms and procedures whereby future issues or differences regarding economic issues of the Annexation may be resolved by the Economic Review Committee.

1. Local Option Sales Tax. The State Tax Commission is responsible for the imposition and collection of the Local Option Sales Tax within the Annexation Parcel. Initially, the Local Option Sales Tax will be collected by merchants and service providers at the point of sale. The merchants and service providers will in turn send the sales taxes collected to the State Tax Commission, which would usually pass the Local Option Sales Tax on to the City. If the City and County can reach a mutually acceptable agreement with the State Tax Commission, the State Tax Commission will pay to County the Local Option Sales Tax received from sales reported to have taken place in the Annexation Parcel at the same time and in the same manner that the State Tax Commission pays to City. If such an agreement with the State Tax Commission is not reached, the City shall annually pay to County the Local Option Sales Tax it receives from sales reported to have taken place in the Annexation Parcel. City will pay County within 60 days of receiving the annual payment from the Tax Commission. This payment has usually been received in February of each year.

City maintains a sales tax monitoring program that will permit quarterly reports on taxable sales. The primary limitation of this system is insuring the veracity of the original tax reporting from the merchant. The City will cooperate with County in seeking to have the sales correctly reported by jurisdiction. In general, if the Local Option Sales Tax is clearly generated in the Annexation Parcel, 100 percent of that revenue will be paid to Wasatch County. Given the nature of Deer Crest, however, the Parties agree that in some instances it may not be possible to accurately determine the point of sale for Local Option Sales Tax purposes. In those cases, the taxes will be distributed by formula based on sample surveys or some other mutually agreeable technique.

Disputes regarding the implementation of the foregoing terms, and the issue of developing a formula for allocating point of sale as described above, shall be submitted to the Economic Review Committee for resolution and shall follow the process described in Section V.C.2. of this Agreement.

2. County Option Sales and Use Tax. Pursuant to State law, County has the option

of imposing a County Option Sales and Use Tax if it meets the other requirements of the applicable statute. The Parties agree that County may impose and collect a County Option Sales and Use Tax within the Annexation Parcel. County shall receive 100 percent of the County Option Sales and Use Tax collected within the Annexation Parcel.

3. Resort Sales Tax. The Resort Sales Tax is a tax imposed and collected by City. State law does not allow County to impose this Tax. The Parties agree that City shall receive 100 percent of the Resort Sales Tax collected within the Annexation Parcel.

4. Transit Tax. The Transit Tax is a tax imposed and collected by City. This Tax is not an option for County. The Parties agree that City shall receive 100 percent of the Transit Tax collected within the Annexation Parcel.

5. Property Taxes. County will continue to impose and collect its normal Property Taxes against the Property located in County and will retain 100 percent of its portion of that revenue. City will impose any normal Property Taxes imposed by the City and will retain 100 percent of that revenue.

The Property Tax will be collected by the County Treasurer's Office. Following collection, the County will forward City's share to the City on the same schedule that the Property Taxes are distributed to other municipalities within the County.

6. Building and Permit Fees. The Parties agree that, regardless of the timing of Annexation with respect to completion of construction, permit fees and other fees relating to the design, review, approval and construction of Initial Infrastructure Improvements within the Annexation Parcel shall be imposed, collected and retained by County. City shall have no authority to approve plans or impose permit fees against the design or construction of the infrastructure improvements in the Annexation Parcel. Building permits originally issued by County shall remain under the jurisdiction of County regardless of the timing of the Annexation.

Following completion of the Annexation process, all construction other than the Initial Infrastructure Improvements described above, shall be permitted by City. Building Permits for the construction within the Annexation Parcel, other than the Infrastructure Improvements described above, shall be issued by City. Specifically, the City shall approve or deny construction of the proposed funicular transport system, the hotel structure(s) and the residential and commercial units within the Annexation Parcel unless a Building Permit for that structure or improvement has already been issued by County. City shall collect and retain all fees associated with Building Permits issued by City after Annexation.

7. Special Service District Fees. Various Special Districts will provide municipal-type services to the portion of the Development in the Annexation Parcel. The Special Service District providing the service will receive 100 percent of the usual assessments, fees, and taxes, unless otherwise specifically agreed to in Interlocal Agreements between the Districts involved. City and

County agree to cooperate with any involved Special Service District to assure that the Special District collects its fees.

8. Impact Fees. City will collect Impact Fees for its facilities that serve the Annexation Parcel, and County will collect Impact Fees for its facilities that serve development annexed to Park City. Impact Fees are normally imposed at the time of issuance of Building Permits. To the extent City issues the Building Permits for construction of residential and commercial buildings within the Annexation Parcel, City agrees to cooperate with County to assure that the County collects its share of Impact Fees. In the event both County and City desire to impose Impact Fees for the same category of impact, the Parties shall meet together and mutually agree upon fair and reasonable fees and the distribution thereof. The Parties shall thereafter meet with the Developer to explain the imposition and division of Impact Fees.

9. Transient Room and Restaurant Taxes . Transient Room and Restaurant Taxes are imposed and collected by Counties. County may impose and collect a Transient Room Tax and/or a Restaurant Tax in the Annexation Parcel. City agrees to cooperate with County to insure that room rentals are correctly allocated to the jurisdiction in which the rental occurs. In some instances it may not be possible to accurately determine the jurisdiction in which the room rental occurs. In those cases, the taxes will be distributed by formula based on sample surveys or some other technique agreeable to the Parties.

10. Other Fees and Charges. Other fees and charges normally imposed by either City or County that are not specifically referred to herein shall be imposed and collected in the usual manner by the jurisdiction imposing the fee or charge.

B. Infrastructure Issues:

1. City Notification. The City shall be provided with a copy of any written agreements entered into between County and Developer that affect the Annexation Parcel within fifteen (15) days of execution of this Agreement.

2. Rights-of-Way. The Parties agree that Wasatch County will require the dedication to the Home Owners Association, of a fifty (50) foot right of way on all streets in the in the Annexation Parcel as shown on Exhibit "B", except additional right of way may be required by County where localized widening takes place, as shown on Exhibit "B". The approved Final Plat showing rights-of-way is attached hereto as Exhibit "A". Upon completion by Developer of Initial Improvements and a certification of final acceptance issued by County, all roads within the Annexation Parcel shall be transferred to the HOA, to be owned in common by the property owners.

All roads within the Annexation Parcel shall remain private, under the ownership and control of the Home Owner's Association, as set forth in the Covenants, Conditions and Restrictions, a copy of which is attached hereto as Exhibit "C", and incorporated herein by this reference. Existing agreements between Developer, the Home Owner's Association and County regarding public access,

trails and similar issues shall remain valid and enforceable, and shall not be affected by this Agreement.

3. Road Widths: The Parties agree that a road standard providing for a reduced road width and standard profile, as shown on Exhibit "D", shall apply to and be required for the portions of road shown on Exhibit "D". County shall be solely responsible for inspection of roads and related construction in the Annexation Parcel.

City may monitor the construction of those roads which are to meet the reduced road width standard, to ensure that the terms of this Agreement are enforced. However, County shall be responsible for management, inspection and control over the construction as described above. In the event City believes that construction of reduced standard roads is not being completed in conformance with this Agreement, City shall immediately notify County and Developer of the alleged deficiency, and the Parties shall attempt to resolve the issue.

Following completion of roads and related improvements within the Annexation Parcel, and prior to final acceptance of the same, County agrees to meet with City to review completed construction for compliance with the terms of this Agreement. The Parties agree to cooperate in resolving any discrepancies between completed construction and the terms of this Agreement, subject to the waiver provision contained in this Section.

Following final acceptance of the roads and related improvements, the roads within the Annexation Parcel shall be turned over to the Home Owner's Association for management and control, subject to the agreements then in place with County and City. City shall thereafter treat the roads in the Annexation Parcel the same as private roads in other developments within City.

4. Other Road Issues. With the exception of the reduced road widths and profiles set forth above and shown on Exhibit "D", all other Wasatch County Standards shall apply to the initial design and construction of roads and related improvements within the Annexation Parcel. The Home Owners Association shall be allowed to contract with City or County for road maintenance services for the private roads in the Annexation Parcel.

5. Water Service. Wasatch County has previously formed the Jordanelle Special Service District ("JSSD"), a Special Service District, organized and existing under the laws of the State of Utah, for the purpose, among other things, of providing water service to properties within its boundaries. The Annexation Parcel is located within the boundaries of the Jordanelle Special Service District. Water service to all development within the Annexation Parcel shall be provided by JSSD, or such other similar entity created for that purpose by Wasatch County. City shall have no obligation or right to provide water service to any development within the Annexation Parcel. City shall have no authority over the water system operated by the JSSD, City shall notify JSSD and provide an opportunity to comment prior to imposing any regulation, restriction or requirement upon the Deer Crest development within the Annexation Parcel which would significantly affect the operation of the water system by JSSD.

Decisions regarding the operation of the JSSD and provision of water service to the Annexation Parcel shall be made solely by Wasatch County and/or its political subdivisions.

The obligation of Wasatch County, or any of its political subdivisions, to deliver water to the Annexation Parcel is limited to the number of units approved by Wasatch County. JSSD shall have no obligation pursuant to this Agreement, to deliver additional water to the Annexation Parcel, or to development proposed by Developer that is outside the Annexation Parcel.

Financing for JSSD for the purpose of constructing water improvements to service the Annexation Parcel relies in part on assessments to be made against Equivalent Residential Units approved by Wasatch County and agreed to by Developer. Reduction in number of ERU's approved by Wasatch County within the Development may jeopardize financing of water improvements. City therefore agrees not to reduce the number of County-approved ERUs within the Annexation Parcel unless expressly agreed to in writing by County except pursuant to the Settlement Agreement.

JSSD shall have sole authority to control the design, construction, operation and maintenance of the water lines and appurtenant facilities which service the Annexation Parcel. Ownership of the water lines servicing the Annexation Parcel shall remain with JSSD, and City shall have no ownership interest in the water lines and appurtenant facilities pursuant to this Agreement.

JSSD shall have the right to collect all legally imposed fees relating to the delivery of water, finance improvements to the water system, to set rates, and in all respects to control the operation and maintenance of the water system.

The Parties expressly acknowledge and agree that the Annexation Parcel is located at or near the boundary line between the Provo River Basin and the Weber River Basin. JSSD intends to service the Annexation Parcel with water which is from the Provo River Basin.

6. Wastewater Collection and Treatment Service: Wasatch County has previously formed the Jordanelle Special Service District ("JSSD"). The Annexation Parcel is located within the boundaries of the Jordanelle Special Service District. Wastewater collection and treatment service to all development within the Annexation Parcel shall be provided by JSSD, or such other similar entity created for that purpose by Wasatch County. City shall have no obligation or right to provide wastewater collection or treatment service to any development within the Annexation Parcel, unless otherwise agreed to in writing by the Parties.

Decisions regarding the operation of the JSSD and provision of wastewater collection and treatment service to the Annexation Parcel shall be made solely by Wasatch County and/or its political subdivisions. Notwithstanding the foregoing, Wasatch County agrees to meet or exceed State standards regarding wastewater collection and treatment.

The obligation of Wasatch County, or any of its political subdivisions, to deliver wastewater collection and treatment service to the Annexation Parcel or to Park City, is limited to number of units approved by Wasatch County. JSSD shall have no obligation pursuant to this Agreement, to

deliver wastewater collection and treatment services to City or Annexation Parcel, or to development proposed by Developer which is outside the Annexation Parcel.

Financing for JSSD for the purpose of constructing sewer improvements to service the Annexation Parcel relies in part on assessments to be made against Equivalent Residential Units approved by Wasatch County and agreed to by Developer. Reduction in number of ERU's approved by Wasatch County within the Development may jeopardize financing of sewer improvements. City therefore agrees not to take any action which might cause a reduction in the number of approved ERUs within the Annexation Parcel unless expressly agreed to in writing by County except pursuant to the Settlement Agreement.

Subject to applicable State standards, JSSD shall have sole authority to control the design, construction and operation of the wastewater collection and treatment system and appurtenant facilities which service the Annexation Parcel. Ownership of the wastewater system servicing the Annexation Parcel shall remain with JSSD, and City shall have no ownership interest therein pursuant to this Agreement.

JSSD shall have the sole right to collect all applicable fees relating to the delivery of wastewater collection and treatment service, to finance improvements to the wastewater system, to set rates, and in all respects to control the operation and maintenance of the wastewater collection system.

The Parties expressly acknowledge and agree that the Annexation Parcel is located at or near the boundary line between the Provo River Basin and the Weber River Basin. JSSD intends to service the Annexation Parcel with water which is from Provo River Basin. JSSD shall have no obligation pursuant to this Agreement to deliver wastewater services to the Weber River Basin.

County shall retain complete administrative control over the JSSD. County may, in its sole discretion, delegate authority to an Administrative Control Board pursuant to Utah Law. County may, at its sole discretion, alter, amend or otherwise change the form of the District without interference from City, as long as level of service is not diminished. County may, at its sole discretion, enter into other agreements or arrangements for wastewater collection and/or treatment, including but not limited to the following: entering into contracts with third parties for wastewater collection and/or treatment services, construction of additional or replacement facilities, etc.

7. Water Quality (storm drainage). County shall be responsible to insure that storm drainage improvements are constructed and maintained according to approved plans. A copy of the approved storm drainage plan is attached hereto as Exhibit "E" and incorporated herein by this reference. County shall remain solely responsible for enforcement and control of the storm drainage system in the Annexation Parcel, subject to the Homeowner's Association responsibilities set forth in agreements between County and the Homeowner's Association. The County may, at its sole discretion, organize and form a special service district, or other similar entity, to provide storm drainage services to the Annexation Parcel.

County agrees to coordinate with City, who will issue the building permits for buildings in the Annexation Parcel once annexation occurs. City agrees to building envelopes and storm drainage plans approved by County.

8. Engineering Control and Inspection. Construction of all Infrastructure Improvements within the Annexation Parcel as shown on the Approved Plans shall be permitted, inspected and approved by County. Infrastructure shall be designed, constructed and maintained according to Approved Plans and Wasatch County Design and Construction Standards unless specifically agreed to otherwise herein. City shall have no authority to permit, inspect, impose fees, or otherwise control the design and construction of the Initial Infrastructure within the Annexation Parcel, unless otherwise agreed to herein. City has the authority to monitor construction of Infrastructure where this Agreement provides for a design or construction standard different from Wasatch County Standards, to ensure that the Infrastructure complies with the terms of this Agreement.

Unless otherwise specifically agreed to herein, County shall have the sole authority to impose, collect and distribute Engineering Review Fees, Inspection Fees, and Other Fees associated with the design, review, inspection and approval of Infrastructure Improvements in the Annexation Parcel.

9. Fire Protection:

a) **Fire flow standards.** County shall provide fire-flow water and facilities for all development within the Annexation Parcel. County shall be solely responsible for design approval, inspection, maintenance, and construction management of all fire protection infrastructure with the exception of sprinkling systems associated with buildings in the Annexation Parcel. City shall have reasonable access to inspection and maintenance records to verify compliance with County standards. Unless otherwise agreed to herein, County ordinances, policies and procedures regarding the provision of fire flow water shall govern in the Annexation Parcel.

Notwithstanding anything to the contrary contained herein, County shall be responsible for providing for temporary fire protection until completion of the final fire protection system. County has agreed with Developer regarding temporary fire protection as shown in Exhibit "F", attached hereto and incorporated herein by this reference.

b) **Fire fighting service.** County, through the Wasatch County Fire Protection Special Service District, or such other entity formed for that purpose, shall provide firefighting personnel and equipment to service the Annexation Parcel. Except as specifically agreed to herein, County, through its Fire Protection Special Service District, shall provide fire fighting service to the Annexation Parcel at a level of service which is comparable to the existing level of service provided by the Park City Fire Department to similarly situated properties in Park City with respect to response times, staffing and suppression equipment. The fire control and prevention plan and temporary fire standards are set forth in Exhibit "F" attached hereto and incorporated herein by this

reference. Plans for the Public Safety Building are set forth in Exhibit "G".

Unless otherwise specifically agreed herein, City agrees that County ordinances, policies and resolutions shall govern the provision of fire protection service to the Annexation Parcel.

County shall have sole authority to impose, collect and disburse all fees, assessments and charges related to the provision of fire protection service in the Annexation Parcel unless otherwise agreed to in writing.

County may, at its discretion, enter into a mutual aid agreement with the Park City Fire Department for joint provision of fire suppression services in the Annexation Parcel. A copy of any such mutual aid agreement shall be forwarded to City for reference purposes.

Following annexation, the Park City Fire Marshall shall have authority to conduct inspections within the Annexation Parcel. City shall notify Wasatch County Fire Protection District and provide an opportunity to comment prior to imposing any regulation, restriction or requirement upon the Deer Crest development within the Annexation Parcel which would affect the operation of the Wasatch County Fire Protection District.

10. Police Protection. County shall be responsible for providing police protection through the Wasatch County Sheriff's Office, to the Annexation Parcel, until annexation occurs. Following Annexation, primary responsibility for law enforcement within the Annexation Parcel shall immediately be transferred to the Park City Police Department. Residual jurisdiction of the Wasatch County Sheriff, if any, in the portions of Wasatch County annexed into Park City shall be governed by Utah law. Jurisdiction regarding prosecution of felonies that occur in the Annexation Parcel shall be governed by Utah law.

11. Emergency Medical Service. County shall provide emergency medical service to the Annexation Parcel through the Wasatch County Fire Protection District or such other entity created or organized by Wasatch County for that purpose. Upon completion and occupation of any residential or commercial building in the Annexation Parcel, the level of emergency medical service provided by Wasatch County pursuant to this Agreement shall meet or exceed the level of service currently required by State Law. County may, at its sole discretion, enter into mutual aid agreements with the Park City Fire Department, or another similar entity, for provision of Emergency Medical Service. In the event such a mutual aid agreement is entered into with respect to the Annexation Parcel, County agrees to immediately forward a copy of the signed agreement to City, and to notify City of any subsequent changes in that agreement.

12. Public Safety Building: County agrees to design, construct, operate and maintain a Public Safety Building as generally shown in Exhibit "H". The Public Safety Building will be located in the Jordanelle Basin area of Wasatch, at or near the Mayflower Intersection and will service all areas in the Jordanelle Basin, including the Annexation Parcel. The Public Safety Building will house firefighters, EMTs, law enforcement personnel and other emergency service

personnel, as determined by County.

County shall have sole authority regarding design, construction, operation, maintenance and financing of the Public Safety Building and related improvements. Unless otherwise agreed to in writing by the Parties, County agrees to equip and man the Public Safety Building in a manner that provides emergency response times to the Annexation Parcel that are comparable to current Park City Fire Department response times.

13. Other Governmental Services:

a) Solid Waste Collection and Disposal Service: County, through the Wasatch County Solid Waste District and the Wasatch/Duchesne Bluebench Landfill District, or such other entity formed by Wasatch County for this purpose, shall provide solid waste collection and disposal services to the Annexation Parcel.

County shall have sole control over the management and operation of the Wasatch County Solid Waste District and other related districts, and shall have the exclusive right to impose and collect all fees, assessments, fines, penalties and charges with respect to the collection and disposal of solid waste in the Annexation Parcel.

City shall have no obligation or right to provide solid waste collection and disposal service to the Annexation Parcel, unless otherwise agreed to by the Parties.

b) Health Department: The City and County desire that the Heber City/Wasatch County Health Department cooperate with the Summit County Health Department in the inspection of businesses and facilities in the Annexation Parcel. The City and County agree to facilitate any agreement or understanding between the Heber City/Wasatch County Health Department and Summit County Health Department necessary to assure cooperation and regulation of businesses and facilities in the Annexation Parcel.

14. Other Agreements between Developer and Wasatch County. City hereby expressly agrees that all other agreements between Developer and County, as set forth in the Covenants, Conditions and Restrictions, and other relevant documents which shall be provided to City prior to execution of this Agreement, shall remain in full force and effect.

C. Other Issues

1. Administrative Control over Districts. Wasatch County shall retain complete administrative control over the JSSD and other Districts created by Wasatch County. County may, in its sole discretion, delegate authority to Administrative Control Board pursuant to Utah Law. The County may, in its sole discretion, alter, amend or otherwise change the form of the District as long as terms of this Agreement are not violated. The Parties agree to cooperate if the need to form additional districts should arise.

2. **Dispute Resolution.** The Parties have, by this Agreement, attempted to identify and resolve all issues regarding the Annexed portion of the Proposed Annexation. Notwithstanding that effort, however, the Parties acknowledge that there are issues which are known, but which cannot be resolved at the present time, as well as issues that are not known at the present time. In an effort to anticipate those issues and to provide for a resolution process, the Parties agree to the creation of an Economic Review Committee, and a Municipal Services Review Committee

Economic Review Committee:

Members: The membership of the Economic Review Committee shall initially be as follows:

Wasatch County members

1. County Commissioner or designee
2. County Auditor or designee
3. County Treasurer or designee

Park City members

1. Council Member designated by the City Council
2. Finance Manager or designee
3. City Manager or designee

The Parties shall have the right, at their sole discretion, to replace members of the Economic Review Committee appointed by that Party. Notwithstanding the foregoing, the Parties agree to continue to staff the Economic Review Committee with those persons who, in the opinion of that Party, will be most effective in resolving economic issues regarding the Annexed portion of the Proposed Annexation in a mutually satisfactory manner.

Duties: The Economic Review Committee shall meet at least annually, and at such other times as necessary to accomplish its duties under this Agreement. The Economic Review Committee shall:

Review on at least an annual basis, the imposition, collection, division and distribution of all taxes, fees, assessments or other charges imposed by County or City on the Annexed portion of the Proposed Development.

Review and prepare a written report of the types and amounts of all taxes, fees, assessments or other charges so imposed, and the collection and distribution of those charges among the Parties.

Review and render a decision, within a reasonable time, all issues regarding the economic terms of this Agreement upon which the Parties have a dispute.

Perform such other duties as assigned by written agreement of the Parties.

The Parties may, by written agreement, assign additional duties to the Economic Review Committee from time to time. However, the Parties agree to maintain the focus of the Economic Review Committee as described in this Agreement, and to avoid adding additional duties that will jeopardize the ability of the Economic Review Committee to effectively discharge its primary purpose.

Process: The members of the Economic Review Committee shall meet as soon as practicable following execution of this Agreement to adopt policies and procedures necessary to effectively carry out the provisions of this Agreement.

Municipal Services Review Committee:

Members: The membership of the Municipal Services Review Committee shall initially be as follows:

Wasatch County members

1. County Commissioner or designee
2. Head of Engineering Department or designee
3. Jordanelle Special Service District Manager or designee

Park City members

1. City Manager or designee
2. City Engineer or designee
3. Community Development Director or designee

The Parties shall have the right, at their sole discretion, to replace members of the Municipal Services Review Committee appointed by that Party. Notwithstanding the foregoing, the Parties agree to continue to staff the Municipal Services Review Committee with those persons who, in the opinion of that Party, will be most effective in resolving municipal service issues regarding the Proposed Annexation in a mutually satisfactory manner.

Duties: The Municipal Services Review Committee shall meet at least annually, and at such other times as necessary to accomplish its duties under this Agreement. The Municipal Services Review Committee shall:

Review on at least an annual basis, the design, construction, inspection, maintenance, fees, charges and other issues relating to the provision of municipal services in the Annexed portion of the Proposed Development.

Review and prepare a written report regarding the design, construction, inspection, maintenance, fees, charges and other issues relating to the provision of municipal services in the Annexed portion of the Proposed Development.

Review and render a decision, within a reasonable time, all issues regarding the municipal service-related terms of this Agreement upon which the Parties have a dispute.

Perform such other duties as assigned by written agreement of the Parties.

The Parties may, by written agreement, assign additional duties to the Municipal Services Review Committee from time to time. However, the Parties agree to maintain the focus of the Municipal Services Review Committee as described in this Agreement, and to avoid adding additional duties that will jeopardize the ability of the Municipal Services Review Committee to effectively discharge its primary purpose.

Process: The members of the Municipal Services Review Committee shall meet as soon as practicable following execution of this Agreement to adopt policies and procedures necessary to effectively carry out the provisions of this Agreement.

3. Amendment of Settlement Agreement Between City and Deer Crest.

This Agreement is contingent upon execution of an Amendment to the Settlement Agreement between Park City and Deer Crest.

VI. GENERAL TERMS AND CONDITIONS.

A. Applicability of Special Service District Policies and Procedures. City acknowledges and agrees that County, through its special service districts or otherwise, has or shall adopt policies and procedures governing the design, financing, construction and operation of infrastructure in the Annexation Parcel, including the water, sewer, and utilities.

B. Disputes and Attorney's Fees. In the event of a dispute regarding the interpretation or application, or defaults on any of the terms of this Agreement, the parties agree to attempt, in good faith, to resolve the dispute through the following administrative process:

In the event the parties are unable to resolve the dispute through the above-described process, either party may then pursue any available remedy in law or in equity. The prevailing party in such dispute shall be entitled to recover reasonable costs and attorneys fees incurred in enforcing the terms of this Agreement.

C. Waiver. Except as specifically provided herein to the contrary, waiver by either County or City of any breach of any condition or provision of this Agreement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach or breaches of said condition

or provision; the failure of either County or City to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this Agreement or the exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

D. Notice. Except as may be herein otherwise provided, all notice required or permitted herein, shall be deemed to have been properly given when sent by certified United States mail, addressed to the party at the addresses attached on a separate page; the date of such service shall be the date on which the notice is deposited in the United States Post Office; all notices shall be sufficient within the terms of the Agreement when signed by any one or more of the notifying parties or their agents and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the attached addresses may be changed for the purposes of this Agreement by notification of the opposite party in writing.

E. Definitions. Whenever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders;

F. Assignment. Neither party may assign its rights or obligations under this Agreement to any third party, except that County may assign rights or obligations to political subdivisions of Wasatch County, and City may assign rights or obligations to political subdivisions of Park City, as necessary to accomplish the purposes of this Agreement. In the event of such assignment, the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Either party shall give prompt written notice of any such assignment to the other.

G. Severability. The provisions of this Agreement are severable. If any of the provisions of this Agreement are determined by appropriate legal authority to be invalid or unenforceable for whatever reason, the remainder of the provisions shall remain in full force and effect.

H. Recordation. Either party may record this Agreement, or a summary thereof, in the Wasatch County Recorder's office, and/or the Summit County Recorder's Office, for the purpose of providing notice of rights and obligations, including financial obligations such as special service district assessments to all subsequent purchasers or interest holders of properties included in the Annexation Parcel.

I. Governing law. The Parties agree that except as specifically provided herein, prior to completion of the annexation as set forth in the Utah Code, Wasatch County ordinances shall apply in the Annexation Parcel. Following completion of the annexation into Park City, and except as specifically provided herein, Park City ordinances shall govern in the portion of Wasatch County annexed into Park City pursuant to this Agreement. Unless otherwise specifically provided herein, and notwithstanding any other agreement to the contrary, Wasatch County ordinances shall govern in all areas of Wasatch County not annexed into Park City, and Park City ordinances shall govern in all areas of Park City.

J. Amendments. The provisions of this Agreement may be modified by written agreement signed by the Parties.

K. Term. This Agreement shall remain in full force and effect for twenty (20) years from the date hereof, and shall be renewed automatically for successive fifteen (15) year terms after the expiration of the initial term, unless written notice of the desire not to renew is mailed by either Party to the other Party at least two (2) years prior to the expiration of the then current term.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year written above.

WASATCH COUNTY

LaRen Provost, Commission Chairman

JORDANELLE SPECIAL SERVICES DISTRICT

LaRen Provost, Board Chairman

Attest:

Brent R. Titcomb, County Clerk

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch, Mayor

Attest:

Janet M. Scott, City Recorder



CITY COUNCIL REPORT

DATE: December 14, 1998
DEPARTMENT: Planning
AUTHOR: Nora Shepard, Special Projects Planner
TITLE: Deer Crest Annexation
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Approve the Annexation Ordinance, the Zoning Ordinance, the revision to the 1995 Settlement Agreement and the Deer Crest Interlocal Agreement.

DESCRIPTION:

A. Topic.

Deer Crest LLC has requested annexation of a portion of the Deer Crest Project. In order to approve the annexation, the City Council must consider and approve:

1. The Annexation Ordinance,
2. A Zoning Ordinance amending the Park City Zone Map to include and zone the property,
3. An amendment to the 1995 Settlement Agreement, and
4. The Deer Crest Interlocal Agreement between Wasatch County and Park City.

B. Background.

Deer Crest LLC has filed an annexation petition consistent with the 1995 Settlement Agreement between Telemark Park and Park City. When the petition was first filed, it included 11 amendments to the 1995 Settlement Agreement that the developer felt were

necessary. The Planning Commission reviewed the annexation request and several of the planning-related amendments to the Settlement Agreement. The Planning Commission forwards a positive recommendation on the annexation with several conditions relating to the amendments of the Settlement Agreement which are no longer tied to the annexation. Those recommendations are still a matter of record and will be considered if Deer Crest comes back before the Planning Commission and City Council with amendments which are project related.

The current request for annexation is to annex the Deer Hollow, Roosevelt Gap and Snowtop portions of the Deer Crest project, as they are described in the 1995 Settlement Agreement with one modification. For more specific information, please refer to the Staff Report for the Public Hearing.

Concurrent with the annexation, the applicant is requesting one amendment to the Settlement Agreement. The Settlement Agreement allows for the development of hotel units (105 units of 2,000 sq. ft. in size) at the Roosevelt Gap site, if it is developed in conjunction with the Snow Park Hotel site and is connected to the Snow Park Hotel by a funicular. Access to the Roosevelt Gap portion of the hotel was to occur primarily from the Snow Park site via the funicular. Only 50 day parking spaces were allowed at the Roosevelt Gap site in an effort to minimize vehicle trips on Keetley Road.

The applicant now requests an additional 105 overnight spaces at Roosevelt Gap. The applicant has agreed to modify other areas of the project and to propose a parking management plan to ensure that this increase in parking will not result in an increase in traffic on Keetley Road. Any Council action to amend the Settlement Agreement to allow the 105 additional spaces could be based upon a condition that the project be otherwise modified to result in a net decrease in the vehicle trips on Keetley Road.

As property is annexed, it must be zoned. Concurrent with annexation, the Council will be asked to amend the official Zoning Map for Park City. The zoning designated for the property will refer to the densities set forth in the Settlement Agreement. The development areas in Roosevelt Gap and Deer Hollow will be zoned Recreation Commercial - Master Planned Development (RC-MPD). The areas outside the development areas will be zoned Recreation Open Space - Master Planned Development (ROS-MPD). The building envelop areas in Snowtop will be zoned Estate - Master Planned Development (E-MPD) and the areas outside the building areas will be zoned ROS-MPD.

C. Analysis

The proposed annexation was anticipated in the 1995 Settlement Agreement. The three development areas being considered for annexation are the areas closest to Park City. They are separated from the rest of the development by a large expanse of open space, ski runs and a ridgeline. The Deer Hollow and Roosevelt Gap developments are anticipated to provide skier bed base. The annexation will allow for the development of the 105 units

HL

at Roosevelt Gap, if it is connected to the Snow Park Hotel site via a funicular. Without annexation and without the funicular, the entitlement for Roosevelt Gap is 5 single family parcels. Restricted access to Park City via the Keetley road will be available to these three developments whether or not annexation occurs. If annexed, both the Roosevelt Gap/Snow Park Hotel and the Deer Hollow development will be required to go through site specific conditional use review with the Planning Commission.

The Snowtop Subdivision is immediately adjacent to Park City and residents will have access to Park City via the Keetley Road. The final plat for the Snowtop Subdivision has been approved by Wasatch County and the lots could be sold and built upon regardless annexation. By annexing the properties prior to construction, the City will receive a variety of revenues according to the provisions of the Deer Crest Interlocal Agreement.

A fiscal impact analysis has been submitted by the applicant which indicates strongly positive fiscal impact on Park City if the property is annexed.

The requested amendment to the Settlement Agreement to allow 105 overnight spaces at Roosevelt Gap would be allowed only if it is considered appropriate by the Planning Commission in conjunction with a luxury hotel development and if it can be shown that it would not result in an increase in traffic on Keetley Road. The amendment would not be specifically tied to any single operator or project, but would be evaluated during the Conditional Use Review.

D. Department Review.

The interlocal agreement was the subject of extensive review by various City departments and is described under separate cover. The annexation documents have been reviewed by the Legal and Community Development Departments for compliance with state law, city regulations and the 1995 Settlement Agreement.

ALTERNATIVES

- A. Approve the Annexation with the requested revision to the Settlement Agreement.**
- B. Approve the Annexation without the requested revision to the Settlement Agreement.**
- C. Deny the Annexation Request.**
- D. Continue the item and request further information.**

SIGNIFICANT IMPACTS:

Annexation and execution of the Deer Crest Interlocal Agreement would have a positive

fiscal impact on Park City and will establish a mechanism of intergovernmental coordination with Wasatch County. It will also facilitate the development of a major luxury hotel at the Snow Park Hotel/Roosevelt Gap site.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

Without annexation, Roosevelt Gap would be allowed to construct 5 single family homes in Wasatch County. The Deer Hollow and Snowtop developments would proceed as approved by Wasatch County.

RECOMMENDATION:

The staff recommends that the City Council proceed with the Annexation, Zoning, Amendment to the Settlement Agreement and Deer Crest Interlocal Agreement.

Ordinance No. _____

AN ORDINANCE ANNEXING APPROXIMATELY
253 ACRES OF THE DEER CREST PROPERTY
LOCATED ADJACENT TO DEER VALLEY
INTO THE CORPORATE LIMITS OF PARK CITY, UTAH

WHEREAS, a petition was filed by Deer Crest LLC requesting Park City to annex a portion of the Deer Crest Project (the Property, Exhibit A) to the City on July 10, 1998;

WHEREAS, the petition was determined to be complete upon receipt of the required fiscal impact analysis on August 21, 1998;

WHEREAS, the petition is generally consistent with the 1995 Settlement Agreement which applies to the property;

WHEREAS, the Planning Commission conducted a public hearing on August 26, 1998 and forwarded a positive recommendation on the requested annexation on September 23, 1998;

WHEREAS, the annexation petition was accepted by the City Council on September 24, 1998 and certified by the City Recorder on October 21, 1998;

WHEREAS, the City Council conducted a public hearing on December 3, 1998;

WHEREAS, the Property is not included within any other municipal jurisdiction and there have been no protests filed by any other jurisdictions;

WHEREAS, Park City and Wasatch County have negotiated the Deer Crest Interlocal Agreement relating to the Property;

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

SECTION 1. ANNEXATION. The property is hereby annexed to the corporate limits of Park City, Utah according to the annexation and zoning plat executed in substantially the same form as it is attached hereto as Exhibit A. The Property so annexed shall enjoy the privileges of Park City and shall be subject to all City levies and assessments as described in the terms of the 1995 Settlement Agreement (as amended) and the Deer Crest Interlocal Agreement between Wasatch County and Park City. The Property shall be subject to all City laws, rules and regulations upon the effective date of this ordinance.

SECTION 2. COMPLIANCE WITH STATE LAW. This annexation, in the judgement of Park City, meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code.

SECTION 3. GENERAL PLAN CONSISTENCY. This annexation is consistent with the Park City General Plan.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect upon recordation of the annexation plat.

DATED this 17th day of December, 1998

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

ATTEST:

Jan Scott, City Recorder

APPROVED AS TO FORM:

Jodi Fatland Hoffman, City Attorney

Ordinance No. 98-

**AN ORDINANCE AMENDING THE ZONING MAP OF PARK CITY
TO INCLUDE THE DEER CREST ANNEXATION AREAS
LOCATED ADJACENT TO THE CURRENT CORPORATE BOUNDARIES
OF PARK CITY, UTAH**

WHEREAS, Deer Crest LLC petitioned to annex a portion of the Deer Crest project to the City; and

WHEREAS, the annexation is consistent with the 1995 Settlement Agreement between Park City and the property owners; and

WHEREAS, the Planning Commission held a public hearing on August 26, 1998 and forwarded a positive recommendation to the City Council on the Annexation and Zoning on September 23, 1998; and

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

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

WHEREAS, on December 3, 1998, the City Council held a public hearing to receive input on the proposed annexation and zoning; and

WHEREAS, it is in the best interest of Park City, Utah to amend the Official Zoning Map of Park City to include the property within the City's regulatory boundary.

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

SECTION 1. Zoning Map Amended. The Zoning Map of Park City as adopted by section 1.9 of the Park City Land Management Code, is hereby amended to include the annexed portions of the Deer Crest project as depicted in Exhibit A.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon recordation of the annexation plat.

PASSED AND ADOPTED this 17th day of December 1998.

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch, MAYOR

ATTEST:

Jan Scott, City Recorder

APPROVED AS TO FORM:

Mark Harrington, Deputy City Attorney



CITY COUNCIL REPORT

DATE: December 14, 1998
DEPARTMENT: Planning
AUTHOR: Nora Shepard, Special Projects Manager
TITLE: Hidden Hollow
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Approve the Annexation Ordinance and the ordinance amending the Official Zoning Map of Park City.

DESCRIPTION:

A. Topic.

Hidden Hollow Associates, LLC is requesting annexation of 84 acres, upon which are planned four single family parcels. It is accessed via an extension of the road serving the Snowtop subdivision in Deer Crest. A secondary, emergency access is planned to extend from Hidden Hollow and connect to the emergency access road from Morning Star Estates. The secondary access road is to be a 20 foot wide gravel road.

If and when annexation is complete, a subdivision will be processed to create the 4 single family parcels. At that time, the Planning Commission will review and determine exact building locations and maximum home sizes. The developed area will be zoned Estate-Master Planned Development (E-MPD) and the balance of the property will be zoned Recreation Open Space (ROS). Because the layout of the lots and building envelopes have not been determined at this time, the entire area will be zoned Estate - Master Planned Development upon annexation. Once building envelopes are determined through the platting process, the development areas will be shown as E-MPD and the balance will be rezoned to Open Space. The Jordanelle Special Service District (JSSD) will serve water and sewer to the lots.

B. Background.

The Hidden Hollow property was included in the litigation and Settlement Agreement for Telemark Park, now known as Deer Crest. This portion of the project lies in Summit County unlike the balance of the project which lies in Wasatch County. It is not currently owned by Deer Crest, and is being developed separately. The property is immediately adjacent to the Snowtop Subdivision. It is anticipated that Hidden Hollow will develop concurrent with the Snowtop Subdivision.

The project will have to come before the Planning Commission as a subdivision. At that time, specific issues such as house location, size, building height and architectural restrictions will be considered. The Planning Commission forwards a positive recommendation on the annexation of Hidden Hollow as follows:

1. The Planning Commission received and reviewed information on the proposed annexation of Hidden Hollow.
2. A public hearing was held before the Planning Commission on the proposed annexation on August 26, 1998.

C. Analysis.

A preliminary review indicates that there is general consistency of the project with the Settlement Agreement. Provision of services will also need to be finalized and appropriate agreements entered into.

ALTERNATIVES

- A. Approve the Annexation Ordinance and Zoning Ordinance as proposed.**
- B. Deny the Annexation Ordinance and Zoning Ordinance.**
- C. Continue action and request additional information.**

SIGNIFICANT IMPACTS:

Access to this property is an extension of the road serving the Snowtop Subdivision in the Deer Crest Project. If the Deer Crest annexation is approved, this subdivision is a logical extension of that project. Water and Sewer are to be provided by the Jordanelle Special Service District. Unlike the Deer Crest properties, this project would be within the Park

City Fire Protection District and the Park City School District. Access restrictions outlined in the 1995 Settlement Agreement apply to this property. All road maintenance will be performed by the Deer Crest Homeowners Association.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If this property is not annexed, the owners have the option to seek approvals from Summit County to seek approvals.

RECOMMENDATION:

Staff Recommends that the City Council approve the Annexation Ordinance and Zoning Ordinance as drafted.

Ordinance No. _____

AN ORDINANCE ANNEXING, APPROXIMATELY
84 ACRES OF PROPERTY KNOWN AS HIDDEN HOLLOW
LOCATED ADJACENT TO DEER VALLEY
INTO THE CORPORATE LIMITS OF PARK CITY, UTAH

WHEREAS, a petition was filed by Hidden Hollow Associates, LLC requesting Park City to annex Hidden Hollow (the Property, Exhibit A) to the City on July 22, 1998;

WHEREAS, the annexation request is consistent with the 1995 Settlement Agreement which applies to the property;

WHEREAS, the property will be served with sewer and water by the Jordanelle Special Improvement District (JSSD) and all road maintenance will be the responsibility of the owners;

WHEREAS, the Planning Commission conducted a public hearing on August 26, 1998 and forwarded a positive recommendation on the requested annexation on September 23, 1998;

WHEREAS, the annexation petition was accepted by the City Council on September 24, 1998 and certified by the City Recorder on October 21, 1998;

WHEREAS, the City Council conducted a public hearing on December 3, 1998;

WHEREAS, the Property is not included within any other municipal jurisdiction and there have been no protests filed by any other jurisdictions;

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

SECTION 1. ANNEXATION. The property is hereby annexed to the corporate limits of Park City, Utah according to the annexation plat executed in substantially the same form as it is attached hereto as Exhibit A. The Property so annexed shall enjoy the privileges of Park City and shall be subject to all City levies and assessments as described in the terms of the 1995 Settlement Agreement (as amended). The Property shall be subject to all City laws, rules and regulations upon the effective date of this ordinance.

SECTION 2. COMPLIANCE WITH STATE LAW. This annexation, in the judgement of Park City, meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code.

SECTION 3. CONSISTENCY WITH GENERAL PLAN. This annexation is consistent with the Park City General Plan.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect upon recordation of the annexation plat.

DATED this 17th day of December, 1998

PARK CITY MUNICIPAL CORPORATION

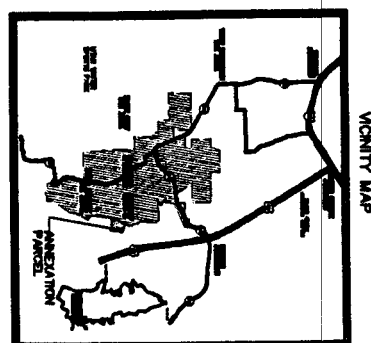
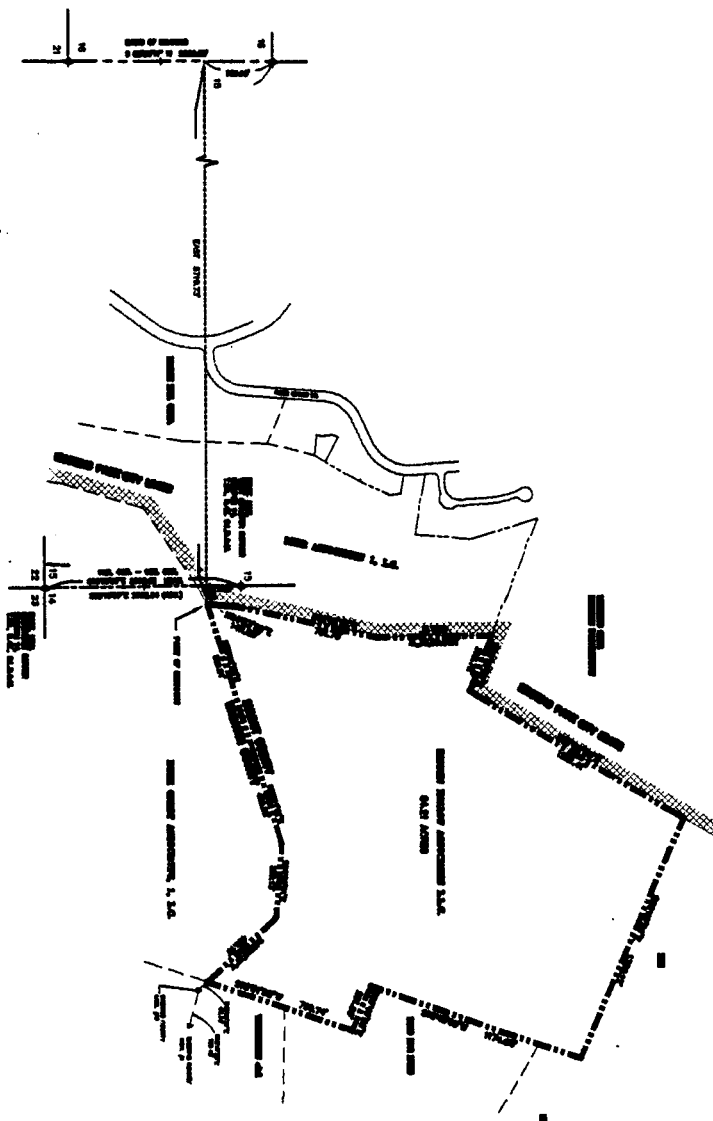
BRADLEY A. OLCH, MAYOR

ATTEST:

Jan Scott, City Recorder

APPROVED AS TO FORM:

Jodi Fatland Hoffman, City Attorney

[illegible]

2. JACK JENNISON DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 147258 AS PRESENTED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAN IS A CORRECT REPRESENTATION OF THE LINES, DESCRIPTIONS OF THE AMERICAN AREA AND THE REBUTALION SHOWN ON THIS PLAN IS CORRECT BASED UPON SAID LINES, RECORDS/NOTES.

DATA

ANALYSTS' FILE AT PARK CITY
HIDDEN HOLLOW MINING DEPT.
KING WITHIN SOURCE COUNTY, UTAH
LOCATED IN THE WEST HALF OF SECTION 16,
TOWNSHIP 1 NORTH, RANGE 1 EAST;
SALT LAKE BASIN AND MOUNTAIN

RECEIVED

DEC 11 1998

PRESENTED TO THE BOARD OF _____
CITY COUNCIL THIS _____ DAY OF _____
A.D. 19____ AT WHICH TIME THIS
RECORD OF SURVEY WAS APPROVED.

MAYOR
PHILIP J. BROWN

APPROVED AND ACCEPTED BY THE
CITY ENGINEERING DEPART-
MENT ON THIS _____ DAY OF _____
A.D. 19__

CITY BUSINESS

APPROVED AND ACCEPTED BY THE
CITY PLANNING COMMISSION ON THIS
DAY OF _____ A.D. 19__

CHARMMA

RETURNED AS TO FORM ON THE
DAY OF _____ A.D. 19__

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

STATE OF _____,
COUNTY OF _____,
RECORDED AND FILED AT THE REQUEST OF _____

COUNTY RECORDER



Ordinance No. 98-

**AN ORDINANCE AMENDING THE ZONING MAP OF PARK CITY
TO INCLUDE HIDDEN HOLLOW
LOCATED ADJACENT TO THE CURRENT CORPORATE BOUNDARIES
OF PARK CITY, UTAH**

WHEREAS, Hidden Hollow Associates, LLC petitioned to annex a project to the City; and

WHEREAS, the annexation is consistent with the 1995 Settlement Agreement between Park City and the property owners; and

WHEREAS, the Planning Commission held a public hearing on August 26, 1998 and forwarded a positive recommendation to the City Council on the Annexation and Zoning on September 23, 1998; and

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

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

WHEREAS, on December 3, 1998, the City Council held a public hearing to receive input on the proposed annexation and zoning; and

WHEREAS, it is in the best interest of Park City, Utah to amend the Official Zoning Map of Park City to include the property within the City's regulatory boundary.

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

SECTION 1. Zoning Map Amended. The Zoning Map of Park City as adopted by section 1.9 of the Park City Land Management Code, is hereby amended to include Hidden Hollow as depicted in Exhibit A.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon recordation of the annexation plat.

PASSED AND ADOPTED this 17th day of December 1998 .

PARK CITY MUNICIPAL CORPORATION

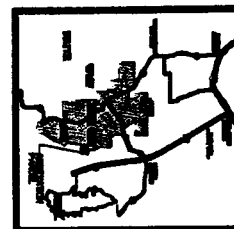
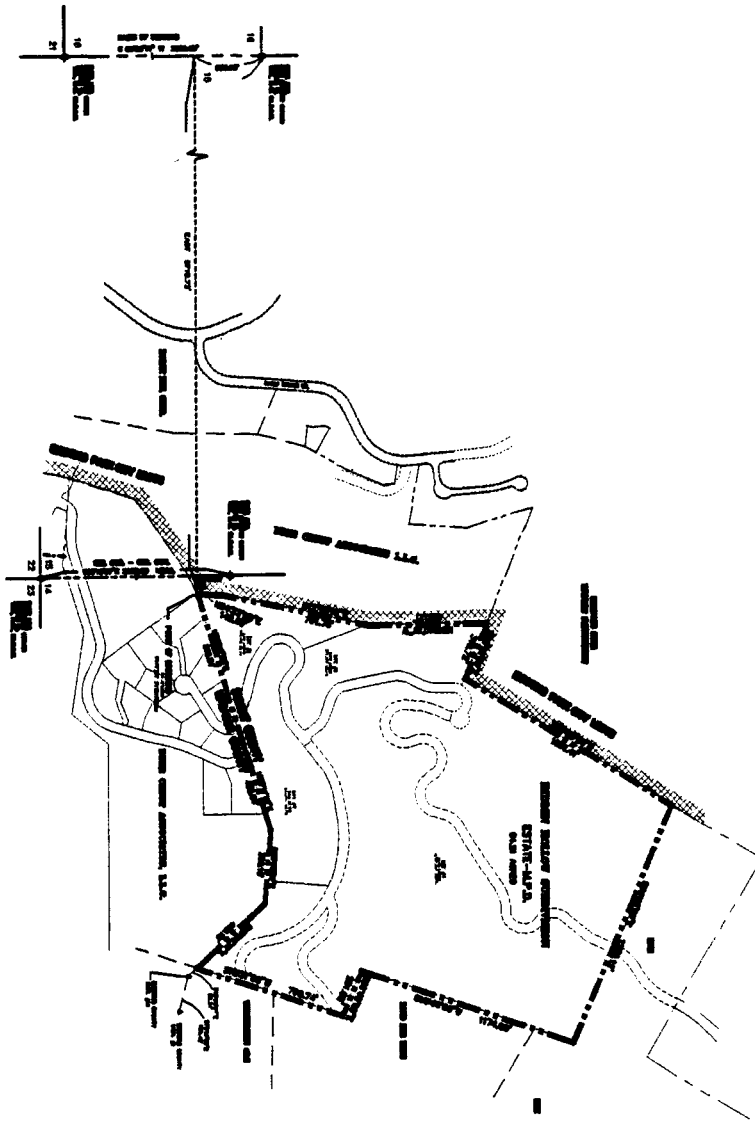
Bradley A. Olch, MAYOR

ATTEST:

Jan Scott, City Recorder

APPROVED AS TO FORM:

Mark Harrington, Deputy City Attorney



THIS MAP WAS PREPARED BY THE JACK JOHNSON COMPANY FOR THE HIDDEN HOLLOW ASSOCIATION. THE MAP SHOWS THE PROPOSED ZONING FOR THE PROPERTY. THE ZONING IS BASED ON THE INFORMATION PROVIDED BY THE HIDDEN HOLLOW ASSOCIATION. THE JACK JOHNSON COMPANY DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED BY THE HIDDEN HOLLOW ASSOCIATION. THE JACK JOHNSON COMPANY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP. THE JACK JOHNSON COMPANY IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS MAP. THE JACK JOHNSON COMPANY IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS MAP.

LEGEND
 H.A. - HIDDEN HOLLOW ASSOCIATION
 H.A. - HIDDEN HOLLOW ASSOCIATION
 H.A. - HIDDEN HOLLOW ASSOCIATION
 H.A. - HIDDEN HOLLOW ASSOCIATION

**PARK CITY -
 HIDDEN HOLLOW PROPERTY
 ZONING EXHIBIT MAP**
 LOCATED IN THE WEST HALF OF SECTION 14,
 TOWNSHIP 2 NORTH, RANGE 4 EAST,
 SALT LAKE BASIN AND MOUNTAIN

RECEIVED

DEC 11 1998

PARK CITY
 PLANNING DEPT.

PARK CITY - HIDDEN HOLLOW PROPERTY ZONING EXHIBIT MAP				SHEET 1 OF 1 DATE: 12/11/98 DRAWN BY: J. JOHNSON CHECKED BY: J. JOHNSON APPROVED BY: J. JOHNSON		THE JACK JOHNSON COMPANY 1777 Sun Peak Drive • Park City, Utah 84098 (801) 645-8000 • Fax (801) 645-1878	
HIDDEN HOLLOW ASSOC.		408018		RE-PCZone			

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