

MEETING RECOMMENDATIONS

PARK CITY

1884

COUNCIL AGENDA REPORT

DATE: October 17, 1995
DEPARTMENT: Planning Department
AUTHOR: Peter Staks
TITLE: In The Trees at Deer Valley
TYPE OF ITEM: Final Subdivision Plat

SUMMARY RECOMMENDATIONS:

The In-The-Trees at Deer Valley project has applied for a final subdivision plat for the project. The submittal is consistent with the previous CUP and is recommended for City Council approval.

DESCRIPTION:

Project statistics:

Applicant: Donald P. Armstrong, on behalf of Mountain Pacific Ventures, Inc.
Location: Along Deer Valley Drive and below Royal Street as it intersects with Deer Valley Drive.
Zoning: RD-MPD with a CUP per the 7th amended Deer Valley MPD.
Proximity: South of Aspenwood Condos, across D.V. Drive from Lakeside Condos, Northwest (Across Royal St.) from Pine Inn Condos.
Parcel Size: 2.87 Acres
Application: August 18, 1995

A. Topic.

This item is a Subdivision Plat for the development of 14 residential units on a duplex basis along Deer Valley Drive, which has an approved Conditional Use Permit and is planned according to the Deer Valley MPD.

B. Background.

The Planning Commission reviewed the plan for Conditional Use Permit in work session on June 7, 1995 conducted a public hearing on July 12, 1995 and approved the CUP on July 26, 1995.

The City publically advertised the plat for Planning Commission hearing and provided courtesy notice to the surrounding property owners per the Land Management Code. The Planning Commission recommended approval of the final plat, to the City Council, at it's October 11, 1995 regular meeting.

As of the date of this report, staff has not received any phone calls or written correspondence either in favor of the plat or against the proposal.

C. Analysis

Earlier approval of the Conditional Use Permit fixed the density on the parcel at the 7 duplex style units. Each unit features a 2-car garage and all garages are accessed by the internal private street named Potter Lane. No access, other than Potter Lane, is from Deer Valley Drive or Royal Street.

Each of the units is on a seperate lot, although they will be attached by a common wall. Project Conditions, Covenants and Restrictions as well as the plat are designed to provide for shared common area maintenance.

From a construction sequencing standpoint, the project developer will be required to install the entire Potter Lane with the construction of the first units, and will also be required (per CUP conditions) to install sidewalk along Deer Valley Drive to Royal Street.

Duplex unit designs were generally approved with the CUP, and all units are to follow the design concepts approved at that time. Also, each unit may have no more than one wood-burning fireplace, and if only one fireplace is provided, then it is required to be gas fueled.

Since no variances to standard conditions have been requested, all other Conditions of Approval and standard Park City Construction Requirements shall be required to be implemented.

D. Department Review.

This project has been reviewed by the city staff interdepartmental review on August 19, 1995 and comments have been forwarded to the applicant.

Prior to building permit issuance the owner will need to obtain plat review and approval from the City Engineer and City Attorney.

ALTERNATIVES

A. Provide modifications to the Findings, Conditions of Approval and Conclusions of Law.

B. Approve of the final subdivision plat for In-The-Trees at Deer Valley, with Findings of Fact, Conditions of Approval and Conclusions of Law as provided.

RECOMMENDATION:

The staff recommends City Council approval of the In-The-Trees at Deer Valley final subdivision plat, subject to the Findings of Fact, Conditions of Approval and Conclusions of Law as provided.

Findings of Fact:

1. The In-The-Trees subdivision plat is consistent with the site plan previously approved by the Planning Commission.
2. Driveway access to the individual units is to be only from Potter Lane.
3. The Final plat shall be submitted to the Community Development Department for review and approval by the City Engineer and City Attorneys office prior to recording.
4. The project's design satisfies the requirements of emergency access, internal circulation, and off street parking.
5. The developers have not requested any variances and all Park City Municipal Corporation project Review Requirements shall apply.

6. The Planning Commission held a Public Hearing on October 11, 1995 and surrounding property owners within 300' were notified regarding the proposed action.

Conditions of Approval:

1. All Park City Municipal Corporation Standard Project Review Requirements shall apply.
2. The final plat and Conditions, Covenants and Restrictions shall be reviewed and approved by the City Engineer and City Attorney prior to recordation.
3. There shall be no individual unit driveway access along Deer Valley Drive.
4. The Conditions, Covenants and Restrictions and/or a Party Wall Agreement, in a form approved by the City Attorney, shall address the maintenance of the common walls.

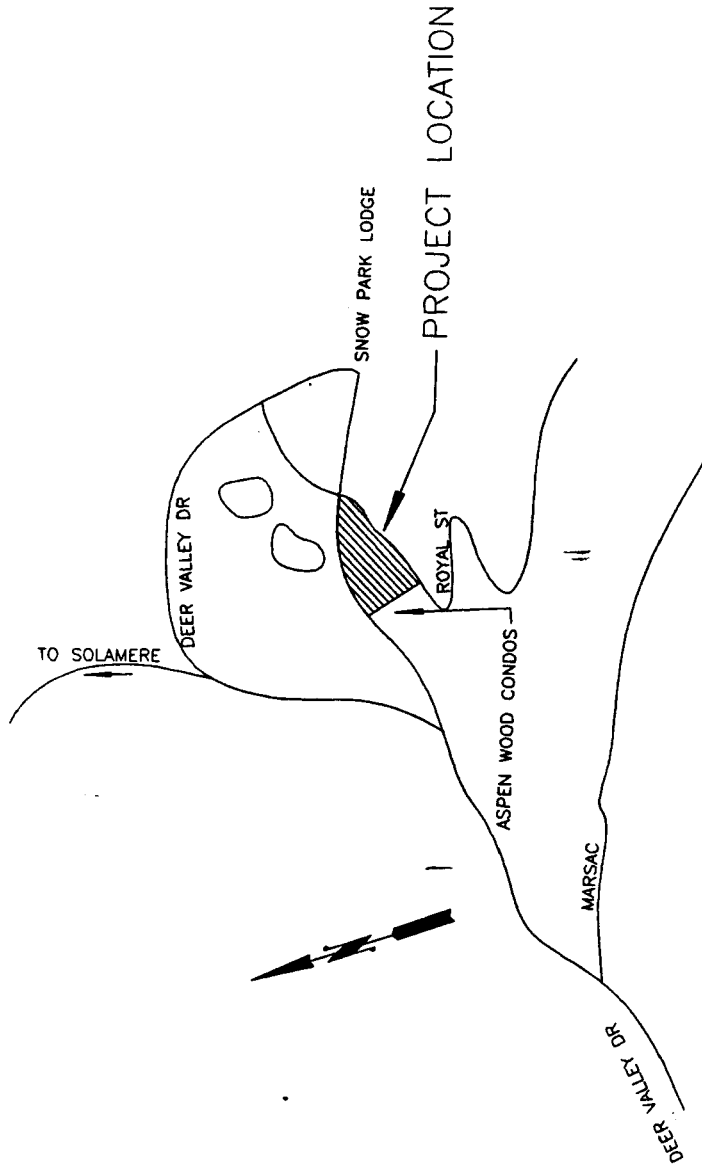
Conclusions Of Law:

1. The applicants have submitted documents consistent with the requirements of the Subdivision Plat Review process.
3. The plat application complies with the requirements of the Land Management Code, the Park City Comprehensive Plan, and the approved MPD for the property.
4. Neither the public nor any person will be materially injured by the proposed plat.

EXHIBITS

Location Map
Final Plat

IN THE TREES AT DEER VALLEY



VICINITY MAP

NTS

RECEIVED
AUG 22 1995
PARK CITY
PLANNING DEPT.

DEVELOPER:
DON ARMSTRONG/MIKE WATTS
MOUNTAIN PACIFIC JOINT VENTURE
P.O. BOX 1059
PARK CITY, UTAH 84060
TEL: (801) 649-6477
FAX: (801) 649-6470

ENGINEER
PROSPECTOR ENGINEERING
ATTN. CHRIS RIDEOUT
P.O. BOX 965
KAMAS, UTAH 84036
TEL: (801) 783-2825
FAX: (801) 783-4184

SHEET INDEX

SHEET NO 1	-	TITLE SHEET
SHEET NO 2	-	FINAL PLAT
SHEET NO 3	-	MASTER UTILITY PLAN
SHEET NO 4	-	PLAN/PROFILE - POTTER LANE
SHEET NO 5	-	GRADING PLAN
SHEET NO 6	-	LANDSCAPE PLAN
SHEET NO 7	-	IRRIGATION PLAN

SHT
1
OF
7

TITLE SHEET

IN THE TREES AT DEER VALLEY

PARK CITY, UTAH

Prospector
Engineering
P.O. Box 965
Kamas, UT 84036
(801) 783-4184

Drawn By: CTS
Checked By: CTS
Date: 8/17/95

Ordinance No. 95-

**AN ORDINANCE APPROVING THE "IN THE TREES AT DEER VALLEY "
FINAL SUBDIVISION PLAT
PARK CITY, UTAH**

WHEREAS, the owners of the property known as In The Trees At Deer Valley have petitioned the Planning Commission for approval of a final subdivision plat; and

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

WHEREAS, on October 11, 1995 the Planning Commission held a public hearing and approved the final plat attached hereto as Exhibit A; and

WHEREAS, it is in the best interest of Park City, Utah to approve the final plat, known as the In The Trees At Deer Valley Subdivision Plat;

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

SECTION 1. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the subdivision plat and that neither the public nor any person will be materially injured by the proposed plat. The subdivision plat is in conformance with the Land Management Code.

SECTION 2. PLAT APPROVAL. The In The Trees At Deer Valley Subdivision plat, is approved as shown on the attached Exhibit A with the following conditions:

- 1. The plat shall provide clear notation that Potter Lane is not a public road and snowplowing and full maintenance of the road is the responsibility of the Homeowners Association.**
- 2. All Park City Municipal Corporation Standard Project Review Requirements shall apply.**
- 3. Prior to plat recordation, the City Attorney and City Engineer shall review and approve the plat and Conditions, Covenants and Restrictions.**
- 4. The Conditions, Covenants and Restrictions, and/or Party Wall Agreement, in a form approved by the City Attorney, shall address the maintenance of the common walls.**

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect upon adoption.

PASSED AND ADOPTED this 26th day of October, 1995.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Janet M. Scott, Deputy City Recorder

Approved as to form:

Mark D. Harrington, Assistant City Attorney

IN THE TREES AT DEER VALLEY

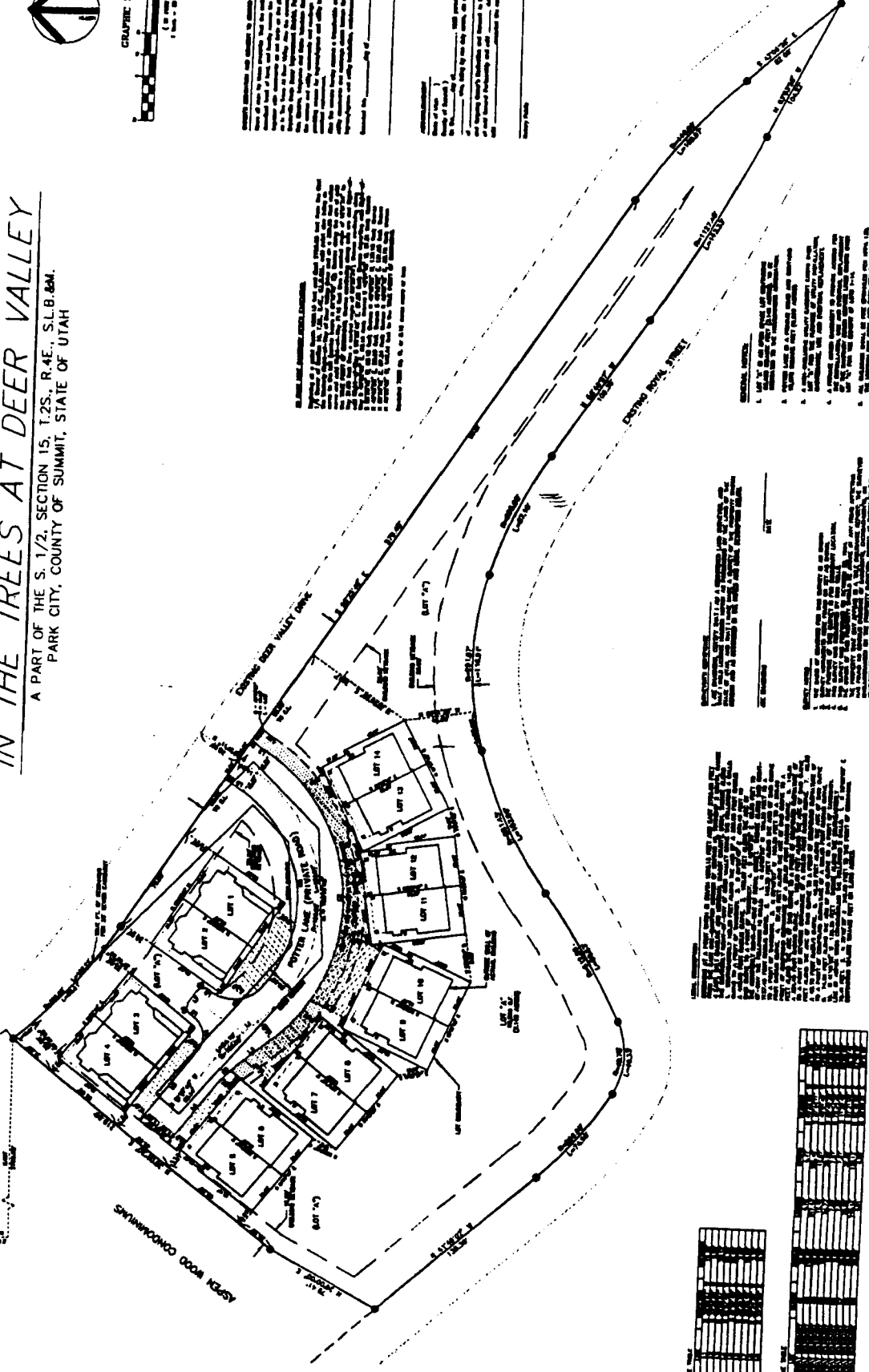
A PART OF THE S. 1/2, SECTION 15, T.2S., R.4E., S.L.B. 84A.
PARK CITY, COUNTY OF SUMMIT, STATE OF UTAH



THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY ORDINANCES AND STATE LAWS RELATIVE TO THE PREPARATION OF PLANS FOR THE IMPROVEMENT OF PUBLIC UTILITIES.

THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY ORDINANCES AND STATE LAWS RELATIVE TO THE PREPARATION OF PLANS FOR THE IMPROVEMENT OF PUBLIC UTILITIES.

THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY ORDINANCES AND STATE LAWS RELATIVE TO THE PREPARATION OF PLANS FOR THE IMPROVEMENT OF PUBLIC UTILITIES.



THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY ORDINANCES AND STATE LAWS RELATIVE TO THE PREPARATION OF PLANS FOR THE IMPROVEMENT OF PUBLIC UTILITIES.

THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY ORDINANCES AND STATE LAWS RELATIVE TO THE PREPARATION OF PLANS FOR THE IMPROVEMENT OF PUBLIC UTILITIES.

THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY ORDINANCES AND STATE LAWS RELATIVE TO THE PREPARATION OF PLANS FOR THE IMPROVEMENT OF PUBLIC UTILITIES.

CITY COUNCIL APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____, 1968. CITY ENGINEER APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____, 1968.		CITY PLANNING COMMISSION APPROVED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____, 1968.		CITY ATTORNEY APPROVED AS TO FORM BY THE CITY ATTORNEY ON THIS _____ DAY OF _____, 1968.		RECORDED INDEXED BY _____ COUNTY OF SUMMIT RECORDED BY _____ DATE _____, 1968.	
CITY ENGINEER APPROVED BY THE CITY ENGINEER ON THIS _____ DAY OF _____, 1968.		CITY PLANNING COMMISSION APPROVED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____, 1968.		CITY ATTORNEY APPROVED AS TO FORM BY THE CITY ATTORNEY ON THIS _____ DAY OF _____, 1968.		RECORDED INDEXED BY _____ COUNTY OF SUMMIT RECORDED BY _____ DATE _____, 1968.	

EXHIBIT A

COUNCIL AGENDA REPORT

DATE: October 23, 1995 for October 26th meeting
DEPARTMENT: Legal
AUTHOR: Jodi F. Hoffman
TITLE: City Attorney
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: Authorize the Mayor to execute a Utility Line Agreement/License with the Utah Department of Transportation and accept the Summit Watch Maintenance Covenant and Plaza Easement.

DESCRIPTION:

A. Topic: Utility Line Agreement/License between Park City and UDOT and Summit Watch Maintenance Covenant and Plaza Easement.

B. Background: Mariott Ownership Resorts, Inc., (MORI) and the Summit Watch Condominium Owners' Association have requested the City to enter into a Utility Agreement and License with UDOT to enable them to locate necessary water and storm sewer lines to service the Summit Watch property. In turn, the City has required a comprehensive Maintenance Covenant and Plaza Easement to bind the Summit Watch Condominium Owners' Association to indemnify the city for potential costs and expenses associated with its choice to locate public utilities as proposed and to clarify general plaza access and maintenance responsibilities.

C. Analysis: Design of the Summit Watch complex places City water and storm sewer lines partly on Summit Watch property and partly on UDOT right-of-way, between the Summit Watch property lines and the bike path. UDOT owns the U-224 right-of-way west of Silver Creek, abutting a portion of the Summit Watch property. UDOT will grant the City a right to place City water and sewer lines within UDOT right-of-way, but will not allow a private party to similarly encroach on UDOT property. In order to prevent future City liability regarding the right-of-way issue, staff has negotiated a comprehensive maintenance covenant and deed of easement concerning both the utilities' locations and general public access and maintenance responsibilities for the entire complex. Those agreements require Summit Watch to construct

and dedicate the utility lines to the satisfaction of the City Engineer, and to bear financial responsibility for any additional costs of repair or delays associated with the Summit Watch choice to locate public utility lines in a less than desirable, but necessary configuration. To be valid, those agreements require Council action at this time.

D. Department Review: Legal and CDD have reviewed the agreements.

ALTERNATIVES:

A. Approve the request: This is the recommended action. Council could direct staff to renegotiate portions of one or more of the agreements.

B. Deny the request: Not applicable.

C. Continue the Item: Not applicable

D. Do nothing: Not applicable.

SIGNIFICANT IMPACTS:

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Summit Watch building permits for the Lobby Building are being withheld pending resolution of the utility easement issue, and construction of the proper utilities.

RECOMMENDATION: Authorize the Mayor to execute a Utility Line Agreement/License with UDOT and accept the Summit Watch Maintenance Covenant and Plaza Easement to properly apportion Summit Watch plaza maintenance obligations and risk of loss associated with utility line failures. These agreements are required to facilitate the construction of underground water and storm sewer utility lines within UDOT right-of-way immediately adjacent to the eastern boundary of the Summit Watch property line.

When Recorded, Return to

City Recorder
Park City Municipal Corp.
P.O. box 1480
Park City, Utah 84060

MAINTENANCE COVENANT

This covenant and agreement to maintain is made by and between the Summit Watch Condominium Owners Association, Inc., a Utah corporation (referred to below as "Owners") and Park City Municipal Corporation (referred to below as "City") to set forth the requirements for maintenance of the internal fire lane areas and fire suppression equipment within the Summit Watch Condominium, Park City, Utah, and to provide financial guarantees that such maintenance work will be performed. The parties agree as follows:

1. Property. The property affected by this covenant is the Summit Watch Condominium, as shown on the official record of survey map, as it may be expanded from time to time as provided in the declaration of condominium, as it appears of record in the office of the Summit County Recorder, and including the Main Street connecting bridge and UDOT easement area.

2. Fire Lanes. Within the private common areas of the condominium, there are areas which are to be maintained in an open and unobstructed condition for use as fire lanes in the event of an emergency. These areas are shown on the attached Exhibit A, but generally consist of a lane 20 feet wide down the north/south axis of the central plaza area beginning at the south end of the condominium property, and a lane 20 feet in width running in an east/west direction at the southerly end of the condominium property extending to Main Street. Regardless of whether there is a public easement granted over the fire lanes, Owners agree to maintain the designated fire lanes depicted on Exhibit A in an unobstructed condition. In this regard, Owners agree to the following:

A. Snow Removal. Accumulations of snow and ice will be promptly removed from the fire land area so that there is never an accumulation of snow such that emergency vehicles could not safely drive on the fire lanes, The level of snow removal service will be equal to that provided by City in the Main Street area, and that required of similar projects. Snow plowed from the fire lane areas may be temporarily piled along the sides of the fire lane, but windrows of snow will not be allowed to accumulate to a depth of more than three feet at the

edges of the fire lanes, or to accumulate or remain in locations that restrict ingress or egress by either emergency vehicles or occupants of the buildings fronting on the plaza. At times, this will require physically hauling snow away from the fire lanes and plaza areas for disposal elsewhere.

B. Planters. The fire lanes must be maintained in an unobstructed manner so that a fire truck can drive through the plaza. No planters, benches, fountains, statues, or other street furniture will be placed in the fire lanes in a manner that obstructs the ability for free passage of emergency vehicles. This will not preclude the placement of light weight tables and chairs that could be easily driven over or pushed aside in an emergency.

C. Special Events. In the event that Owners desire to host special events, concerts, festivals, or similar obstructions of the fire lane, Owners agree to notify and obtain permission from the City Fire Marshall at least one week in advance, and to make such temporary arrangements for fire access as the Fire Marshall directs. Owners will comply with applicable City ordinances for permitting of such events.

3. Water Mains. There are, or will be, City-owned water mains located under the east/west corridor at the south of the plaza on the property of Owners. A separate easement agreement addresses the location and costs of repairing that line. There is also a City-owned water main running parallel to the east building line which is partly on Owners' property, and partly on property owned by City, the Utah Department of Transportation, and others. A separate easement agreement addresses the location of that line to the extent it is on Owners' property. In the event of a line break, repair, or routine replacement of either of these water lines, Owners agree to repair and restore the surface of the ground and any improvements over the lines. Owners waive any claims against City for damage to landscaping, pavement, plaza improvements, irrigation lines, lighting conduits, or similar improvements of Owners' that are located over or in close proximity to the water lines which are damaged or destroyed in the course of City's repair or routine replacement of the water lines. Maintenance and operation of the water lines is the sole responsibility of City. Following any repair or maintenance by City, Owners' are responsible for prompt restoration of the surface. If Owners' fail to make timely repairs, City may use the financial guarantee provided in this agreement to cause restoration to the extent necessary for the protection of the water mains and to maintain emergency vehicle access to the fire lanes. The water line serving those building at the north east corner of the project (designated in the planning process as the Lobby building and A-6) is a dead end line.

Owners acknowledge and agree that in the event of freezing or other difficulties with this water line, those buildings may be without water service for a significant period of time. Owners are responsible for maintaining sufficient use in those buildings to prevent freezing.

4. Financial Guarantee. Owners agree to post and maintain an irrevocable letter of credit drawn on a bank located in Utah, or other financial guarantee reasonably acceptable to the City Attorney, in the face amount of \$25,000 to guarantee the performance of these obligations. City will have the right to draw on the letter of credit (or other guarantee instrument) to cover or reimburse its costs of correcting any default on the part of Owners which Owners fail to correct after notice from City. Prior to making demand on the letter of credit, City will first notify Owners of the claimed default in Owners' maintenance obligations. Owners will then have three days to correct the condition (or in the event of conditions that cannot be corrected within that time, will have commenced the necessary repair work within three days and pursue it diligently to completion). If Owners fail to take corrective action, City may, but is not obligated to, take the corrective action on Owners' behalf, and charge the reasonable costs of that work against the letter of credit, and, if necessary, lien the property for any additional amount expended. In emergency conditions, in the reasonable and good faith judgment of City, no notice will be required in advance of City entering Owners' property to perform work.

5. Right of Access. Without granting a general public easement, Owners grant an irrevocable license to City and other agencies providing emergency services such as fire suppression, ambulance, police, emergency medical and similar services to access the exterior common areas of the condominium for emergency service purposes, including training and inspection. Inspections of interior fire suppression systems or common areas will be made during regular business hours.

6. Exterior Maintenance. This covenant and agreement applies only to the items of exterior maintenance and fire safety specifically listed. City has no rights under this agreement to enter individual condominium units without the consent of Owners and the owners or occupants of the individual unit, except as generally provided by law. City will draw on the financial guarantee only for those considerations provided in this agreement, and will expend the proceeds of the guarantee only to the extent necessary to maintain and/or restore the access needed for emergency services.

7. Review of Agreement. This agreement will be reviewed every five years to determine the sufficiency of the letter of credit amount and maintenance standards. If, after ten years,

there has been a pattern of adequate maintenance by Owners, the letter of credit amount may be reduced or released as City determines is appropriate; provided that the maintenance obligations will continue in any event.

8. Application of Codes. This agreement is intended to supplement applicable codes and ordinances concerning fire protection equipment and emergency services, and not to supersede or waive any ordinance requirements, nor to impose additional regulations not generally applicable by ordinance.

9. City Not Liable. The primary maintenance obligation is the responsibility of Owners. City does not, through this agreement, guarantee the individual condominium unit owners, guests, tenants, or the public that maintenance will be carried out. There are no intended third party beneficiaries of this agreement. The letter of credit shall not be used as payment or performance guarantee for Owners' contractors or employees. City assumes no liability to Owners or third parties in the event of personal injury or property loss as a result of a failure to provide maintenance as required under this agreement.

10. Amendment with Subsequent Phases. The Summit Watch Condominium is being built in several phases, which will be added to the condominium, and to this covenant, by filing supplemental record of survey maps. As the permits are issued for the construction of each subsequent phase, this agreement will be reviewed and any new facilities or fire lanes that are added with the subsequent phases will be added to the agreement by amendment. Subsequently added facilities may justify an increase in the amount of the financial guarantee required. The review of this agreement will occur with the building plan review when permits are requested, and any required amendment will be fully executed prior to the issuance of the final certificate of occupancy on each subsequent phase. There are no intended third party beneficiaries of this agreement, and it may be amended or terminated by the parties as they see fit without the consent or involvement of any third party.

11. Main Street Bridge. The developer of the Summit Watch Condominium will construct a bridge over the bicycle path and Silver Creek to connect Main Street with Deer Valley Drive. This bridge will be constructed to City specifications. The maintenance of the landscaping adjacent to the bridge, including but not limited to sidewalks, stairs, flowers, lights, and shrubbery, is solely the responsibility of Owners even though located in the public right of way.

12. Improvements on UDOT Property. The water main on the east of the condominium property is, or will be, located within the UDOT right of way. In the event of a line break, repair, or routine replacement of this line, Owners agree to

repair and restore the surface of the ground and improvements over the line, included but not limited to paving, landscaping, irrigation systems, and stream improvements within 15 days of the water line repair by City. If Owners fail to make timely repair, City may use the letter of credit to accomplish repairs on Owners' behalf, and if repairs exceed the amount of the financial guarantee, grant to City the right to place a lien on the condominium property for the additional costs incurred. Owners understand that because of limitations on access due to landscaping, overhead clearance of the bridge and Summit Watch Driveway, and the proximity of other utilities within the same area, City may not be able to repair this water line in a timely manner. Owners waive all claims against City for damage to Grantor's landscaping or other improvements resulting from the installation, maintenance, repair or replacement of the water line, or from delays in repair that result from the location of the water line in this constricted location rather than a public street.

Owners agree to indemnify City against claims arising from third party utility providers for damage to other utilities in close proximity to the City water main which are damaged in the course of water line repair, excepting damage resulting from gross negligence on the part of City.

13. Successors Bound. This is intended to constitute a covenant and equitable servitude running with the land, and is binding on the successors and assigns of both parties.

Dated this ____ of September, 1995.

SUMMIT WATCH CONDOMINIUM OWNERS
ASSOCIATION

By: _____
Its: _____

PARK CITY MUNICIPAL CORP.

By: _____
Its: _____

Attest:

Anita L. Sheldon,
City Recorder

Approved as to Form:

Jodi Hoffman,
City Attorney

STATE OF FLORIDA)
 :ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1995 by _____
who stated that he is the _____ of Summit
Watch Condominium Owners Association, Inc., a Utah
corporation, who executed the foregoing in behalf of that
corporation with proper authority.

Notary Public

Residing at:

Commission Expires:

STATE OF UTAH)
 :ss
COUNTY OF SUMMIT)

The foregoing instrument was executed before me this
day of _____, 1992 by Bradley A. Olch and Anita Sheldon,
who are the Mayor and City Recorder, respectively, of Park
City Municipal Corporation, who acknowledged to me that they
executed the foregoing on behalf of that corporation with
proper authority.

Notary Public

Residing at:

Commission Expires:

townlift\lobby\maintcov.1
September 19, 1995

When Recorded, Mail to:

City Recorder
Park City Municipal Corp.
P.O. Box 1480
Park City, Utah 84060

DEED OF EASEMENT

Marriott Ownership Resorts, Inc., a Delaware corporation, and Summit Watch Owners' Association, a Utah corporation, collectively referred to as Grantor, in consideration of Ten Dollars and other sufficient consideration, conveys and warrants to Park City Municipal Corporation, a municipality of the State of Utah, Grantee, a perpetual, non-exclusive easement for the limited purposes stated below, over and on the property described in Exhibit A, and located in Summit County, Utah.

This easement is for the following purposes, and subject to the following conditions:

1. Surface Right of Way. The surface of the easement is for use as a general public right of way for pedestrian, bicycle and other non-motorized access for the purpose of connecting the public bicycle path on the east of the Summit Watch property with Main Street on the west of the Summit Watch property, and also interconnecting with the path extending southerly to Heber Avenue. The public shall have a general right of way over this property, provided however that Grantor and Grantee will establish reasonable regulations as necessary to deal with excessive speed or conflicts between pedestrian traffic and other non-motorized uses. Grantor's successors, guests, tenants, customers, employees and invitees will also have the right to make use of the plaza area.

2. Limitation Motor Vehicle Use. The general public shall have no right to drive, park, or use motor vehicles within the easement. Grantee has the right to use the easement for motor vehicle access to access the bicycle path and associated open space areas for purposes of routine maintenance and repair of the pathways. Construction access for the bicycle path will be along the bicycle path itself rather than across this plaza easement. Grantee may use motor vehicles and construction equipment within the easement for the purpose of maintaining, repairing, and replacing its utilities as described below.

3. Underground Utilities. Within the confines of the easement, Grantee may install, use, operate, maintain, and ultimately replace underground water mains and storm drains

necessary to serve the properties of the Grantors abutting the easement. All utilities will be underground, with no valves, vents, stacks, or other appurtenances or equipment extending above ground. Manholes, valve boxes, and similar access and controls may be installed, provided that they are level with the finished grade of the plaza, and of sufficient strength to permit safe passage of vehicles over them. Grantor understands that because of limitations on access due to landscaping, pedestrian traffic, and the proximity of other utilities within the same area, Grantee may not be able to repair underground utilities in a timely manner. Grantor assumes full responsibility for the timely restoration of any and all landscaping, pavement, irrigation systems, lighting conduits, or other plaza improvements disturbed or destroyed by Grantee's use of this easement. Grantor waives all claims against Grantee for damage to Grantor's landscaping or other plaza improvements resulting from the installation, maintenance, repair or replacement of the underground utilities, or from delays in repair that result from the location of the utilities within the plaza area rather than a public street.

AQUACADE
OUT → 4. Fire Lane. The surface of the easement also functions as a fire lane to provide access and set up space for fire suppression to the Summit Watch Condominium and the Aquacade, and other properties abutting the easement or Grantors' property. Grantor will maintain the easement in a condition that allows unobstructed access for fire vehicles. No planters, stairways, ballards (except for ballards of a break away design that would not interfere with emergency vehicle access), or other physical obstructions will be placed in the easement.

5. Maintenance. Grantor will be responsible for all maintenance and restoration of the plaza area within the easement, including snow removal, street sweeping, landscaping, and pavement maintenance. Grantee is solely responsible for the maintenance and operation of the utility facilities within the easement.

7. Construction Access. Notwithstanding the limitations on vehicular use of the easement, Grantor expressly reserves for itself, its contractors, tenants, and successors in interest the right to use the easement for construction access to the Summit Watch Condominium property and the Aquacade parcel. This use is limited to actual periods of construction and/or repair or remodeling when delivery of materials or equipment is impractical through other means. Prior to the completion of the finished plaza, which is intended to occur with the construction of the second phase of the Summit Watch Condominium, the construction access will be unlimited, and public access will be restricted during the construction of the plaza and abutting buildings as necessary to protect the public from construction hazards.

Dated this day of September, 1995.

GRANTORS:

MARRIOTT OWNERSHIP RESORTS, INC.

By: _____
Its: _____

SUMMIT WATCH CONDOMINIUM OWNERS
ASSOCIATION

By: _____
Its: _____

STATE OF FLORIDA)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1995 by _____
who stated that he is the _____ of Marriott
Ownership Resorts, Inc., a Delaware corporation, who executed
the foregoing in behalf of that corporation with proper
authority.

Notary Public

Residing at:

Commission Expires:

STATE OF FLORIDA)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1995 by _____
who stated that he is the _____ of Summit
Watch Condominium Owners Association, Inc., a Utah
corporation, who executed the foregoing in behalf of that
corporation with proper authority.

Notary Public

Residing at:

Commission Expires:

Townlift\Lobby\Plaza.2
September 19, 1995

Political Subdivision

UTILITY LINE AGREEMENT

Park City Municipal Corp.
Applicant

445 Marsac Avenue
P.O. Box 1480

Address

Park City, UT 84060

L I C E N S E

THIS AGREEMENT is entered into this _____ day of _____, 19__, between the UTAH DEPARTMENT OF TRANSPORTATION, called UDOT, and Park City Municipal Corporation hereinafter called the Licensee,

WITNESSETH:

WHEREAS, the Licensee is desirous of obtaining the right to construct and thereafter maintain and operate an utility line within the right-of-way lines of State Highway U224, in Summit County, Utah, for the purpose of a Water Main Installation in the location exactly described in Paragraph 1 of this agreement, and

WHEREAS, the UDOT is desirous to grant the utility a license to so construct and maintain an utility line, according to the conditions and terms of this agreement.

NOW THEREFORE, it is agreed by the parties as follows:

1. DESCRIPTION AND LOCATION OF UTILITY LINE:

- a. Type of Line: 8" Water Main
- b. Construction Materials: CL50 Ductile Iron
- c. Method of Installation: Open Trench/Backfill
- d. Legal Description of Utility Encroachment:
- e. Exhibit A attached to this agreement is a diagram of the proposed site.

- f. The above description of line location is subject to such minor changes or variations therefrom as may be required or approved by UDOT's District Director at District Two/Salt Lake City Utah, who is responsible for the proper inspection of the Licensee's work in compliance with this agreement.

2. **INSPECTION:** The UDOT shall regularly inspect the work of the Licensee or his contractor, to enforce compliance with this agreement and to insure proper compliance with State regulations. These inspections shall be made by the District Director or his authorized representative. All costs of inspection shall be reimbursed by the Licensee to the UDOT within thirty days of billing by the UDOT. The amount of \$_____ is deposited with UDOT's District Director's office to be applied toward said inspection costs.

3. **DATE OF COMPLETION:** The work covered by this agreement shall be completed within 360 calendar days of the date of this agreement. Failure to complete the work within this time will give the UDOT the option of extending the time or revoking the permission to continue the work. Any time extension shall be in writing.

4. **COSTS:** The entire cost of the utility installation shall be paid for by the Licensee.

5. **RELOCATION:** Whenever the UDOT shall determine that it is necessary to relocate the facilities described herein, the Licensee shall relocate same in accordance with the order of the UDOT, provided that reimbursement for the reasonable cost thereof shall be made by the UDOT if and as provided by the statutes of the State of Utah.

6. **APPROVAL OF CONSTRUCTION:** Excavations or other operations on property or right-of-way under the jurisdiction of the UDOT shall not be commenced by the Licensee until and after notice has been given by the Licensee to said District Director of the UDOT and requisite Highway Construction Permit obtained. Construction shall be carried forward to completion in the manner required by the said District Director. A certificate of compliance with the provisions of this paragraph shall be furnished to the contractor or the applicant, and must, at all times be prominently displayed at the excavation site.

7. **PROTECTION OF TRAFFIC DURING CONSTRUCTION:** The Licensee shall so conduct his construction operation that there shall be no interference with or interruption of highway traffic. The Licensee shall conform to such instructions of the District Director as may be given with respect to handling of traffic, and shall at all times maintain such watchmen, barricades, lights or such other measures for the protection of traffic as may be required to warn and safeguard the public against injury or damage during the operation of the Licensee in constructing said line.

8. **COMPACTION OF BACKFILL:** The backfilling of any trench within the paved portion of the highway, the shoulders thereof, or the portion under any intersecting street or highway shall be compacted by tamping with hand tamper, or preferably with mechanical tampers, in six-inch layers to a density of at least 95 percent, and as otherwise required by the State of Utah Standard Specifications for Road and Bridge Construction, and test designation T-99 or T-180, American Association of State Highway Officials specifications. The Licensee shall be liable for any damage which may result to the pavement due to failure to properly compact the backfill. The material used for backfill must be of a suitable granular nature. Non-granular material which does not comply with UDOT specifications shall not be used.

9. **RESTORATION OF EXISTING PAVEMENT:** The Licensee shall at his own expense replace any pavement removed or damaged with the same type and depth of pavement as that which is adjoining, including gravel base material. This restoration shall be accomplished within 48 hours from the time of excavation, unless additional time is granted in writing by the District Director of the UDOT. Restoration shall be substantially to the same condition as prior to the Licensee's undertaking of the work.

In the case of excavations, pavement shall be constructed in conformity with the State Standard Specifications and shall be subject to the inspection and approval of the District Director of the UDOT. If weather conditions do not permit immediate placing of permanent pavement, a temporary pavement shall be placed until such time as weather conditions are favorable, at which time the temporary pavement shall be removed and replaced with a permanent pavement. If the gravel surface, gravel shoulders, or gravel surfaced approach roads become fouled with clay or other materials which is unsuitable, such entire surfacing shall be removed and replaced with new gravel surfacing material. The repairs to pavement or surface shall include pavements which have been damaged with construction equipment. The UDOT shall have the option of restoration of said roadbed to its original condition at the expense of the Licensee.

10. **DISPOSAL OF SURPLUS MATERIAL IN CLEANING UP HIGHWAY:** Upon completion of the work, all surplus material shall be removed from within the limits of the highway. The disturbed surface shall be carefully graded to the lines and grades established. Any highway facilities such as signs, culverts, etc., disturbed or damaged during the progress of the work shall be properly restored to their original condition with a reasonable time.

11. **MAINTENANCE OF UTILITY LINE BY LICENSEE:** The utility shall at all times be maintained, repaired, renewed, and operated by and at the expense of the Licensee. The UDOT reserves the right, without relieving the Licensee of its obligation hereunder, to reconstruct or make such repair to said line as it may consider necessary in the event the Licensee hereby agrees to reimburse the UDOT for the cost of such reconstruction or repairs. It is understood that access for maintenance and servicing of the utility line by the Licensee will not be permitted from the through-traffic roadways or ramps of the Interstate highway.

12. CROSSING OF UTILITY LINE IN EXPANSION OF HIGHWAY SYSTEM: It is expressly understood and agreed by the parties hereto and as part of the consideration for this agreement that the UDOT shall have the right to cross said line at any point necessary in the future construction and expansion of the State Highway System.

13. LIABILITY: Contractor The ~~Licensee~~ agrees to post a bond with the UDOT's District Director's office in the amount of \$_____ running for a term of three years after completion of the work, to guarantee satisfactory performance as provided in this agreement and license. The UDOT may proceed against said bond to recover for all expenses incurred by the UDOT, their employees, or representatives, in bringing the sections of the roadway interfered with by the Licensee to the standards required by the Licensee to the standards required by the UDOT. These expenses specifically refer to all expense incurred in repairing portions of the roadway determined by UDOT inspectors to be inadequately restored or maintained by the Licensee.

In addition, the Licensee shall at all times protect and indemnify and save harmless the UDOT from any and all claims, demands, judgements, costs, expenses and all damage of every kind and nature made, rendered or incurred by or in behalf of any person or corporation whatsoever, in any manner due to or arising out of injury to or death of any person, or damage to property of any person or persons whomsoever, including the parties hereto and their employees, or in any manner arising from or growing out of the construction, maintenance, operation, repair, extension, existence, use or removal of said utility line, or the failure to properly construct, operate maintain, or remove the same including any insecurity of the surface caused by the construction or use of said line, and from all costs and expenses, including attorney's fees connected in anywise with the matter and things contained herein. For this purpose the Licensee certifies that it will comply with the terms of the Utah Governmental Immunity Act of 1965 and that it has purchased insurance under the authority and provisions of Sections 28 and 29 of said act and that said insurance is now in full force and effect.

14. ANNULMENT OF LICENSE: If the Licensee shall fail to construct, repair, or remove said utility line in accordance with the terms of this agreement and to the entire satisfaction of the UDOT, or shall fail to pay to the UDOT any sum of money for the reconstruction, repair, or maintenance of said line, or shall in any respect fail to keep, do and perform any of conditions, stipulations, covenants, and provisions of this agreement to be kept, done and performed by said Licensee, this agreement and license, shall, at the option of the UDOT be cancelled; and this license shall cease and the UDOT shall have the right to remove said utility line and restore the highway at the sole expense of the Licensee. However, before the UDOT shall exercise the option to cancel this agreement, it shall notify the Licensee in writing, setting forth violations complained of and shall give the Licensee a reasonable time to fully correct the same.

15. AGREEMENT NOT TO BE ASSIGNED: The Licensee shall not assign this License or any interest therein without the written consent of the UDOT.

16. **SUCCESSORS AND ASSIGNS:** All covenants and agreements herein contained shall be binding upon the parties hereto, their successors and assigns.

17. **SPECIAL PROVISIONS:** With respect to work performed by contract, the Park City Municipal Corp. shall not discriminate in its choice of contractor or contractors and shall make the following provision a part of the contract or contracts for the installations to be placed on highway right-of-way.

Compliance with Title VI of the
Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contract"), agrees as follows:

(1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in Federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Utah Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Utah Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Utah Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Utah Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

IN WITNESS WHEREOF, the Utah Department of Transportation and the Licensee have caused these presents to be signed by their proper officials thereunto duly authorized.

Dated _____, 19__

ON BEHALF OF THE UTAH DEPARTMENT OF TRANSPORTATION:

ARREST:

Office Manager

District Director

ON BEHALF OF THE LICENSEE: Park City Municipal Corporation

WITNESS:

Licensee

If a Corporation, affix Corporate Seal

By _____

Title _____

APPROVED:

Federal Highway Administration

MEMORANDUM

To: Toby Ross, City Manager

From: Richard E. Lewis, Director of Community Development 62.

Date: October 9, 1995

Re: Fee Refund Request From Paul DeGroot - 430 Main Street

Ron Ivie has reviewed Paul DeGroot's request for a fee refund due to modifications of the deck at 430 Main Street - The Pizza Company.

Unfortunately, Mr. DeGroot did not file the request within the 180-day time period for the refund. Under the circumstances, however, Ron is recommending that a partial refund be authorized by the City Council.

Ron has recommended that the building permit fee of \$475.91 and the impact fee of \$1,586.38, for a total of \$2,062.29, be refunded. Ron is not recommending that the plan review fee be refunded, since the plans were reviewed prior to the modifications and submittal of a new set of plans.

Since Mr. DeGroot made a formal request to the City Council and the 180-day time frame has expired, both Ron and I recommend that the City Council review this request and make the final decision on the refund.

REL/scb



MEMORANDUM

TO: RICK LEWIS

FROM: RON IVIE *RI*

RE: 430 MAIN ST.
THE PIZZA COMPANY

DATE: OCTOBER 5, 1995

I have reviewed the requests from Paul deGroot for a fee refund and adjustments on a number of permits regarding 430 Main St. The Pizza Co.

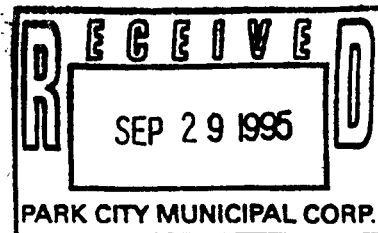
It appears from our records that had the request been made within the 180 day time period per the Building code I would have recommend a refund of \$2,062.29 within that time.

I am recommending a refund even though it has gone beyond that time and we do not have legal authority to refund.

Building permit fee \$475.91---Impact fee \$1,586.38 = \$2,062.29.



**PAUL de GROOT
BUILDING SERVICES, L.L.C.**



September 26, 1995

Park City Municipal Corporation
Park City Town Council
P.O. Box 1480
Park City, Utah 84060

Re: 430 Main Street - the Pizza Company

To Whom it may Concern:

In March of 1995 we applied for a change to the scope of work as defined under permit number B94-00025. This involved deletion of an addition that was approved under the original permit and a slightly larger rear deck. During the process it was discovered that a Conditional Use Permit was never issued for the deck, and we were requested to reapply and to readdress the design with the Historical District Commission and to submit the new plans to the building department. This has been accomplished.

We were told that the new permit would require an additional fee. At that time I questioned why a new permit had to be issued, and why we had to pay the same fees again. Since the deleted addition represented a considerable amount of the permit fee structure, it was suggested that I apply for a permit fee re-evaluation. This has been accomplished (see attached memo from Mr. Richard Carlyle with the Building Department.)

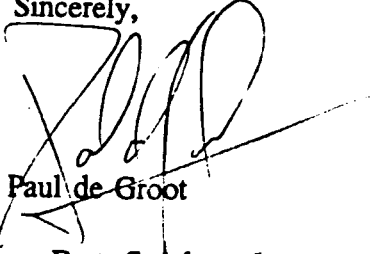
This has resulted in a discrepancy of \$2,371.63 between what the permit was issued for and what was actually built. However, since the request was not received within 180 days of the permit issuance, the building department could not issue a refund. The reasons for the delay have been the result of the process of approvals which the City required. Our request was instigated well before the time limit.

We understand the need for the myriad restrictions that are placed on construction and the length of time approvals take. But we do not feel it is fair to then penalize us for compliance with those same restrictions.

P.O. Box 1615 • Park City, UT 84060 • Office (801) 649-8898 • Fax (801) 649-3470 • Mobile (801) 640-0658

We respectfully request that the City Council relax the 180 day time limit on our permit fee re-evaluation. Thank you for your consideration.

Sincerely,



Paul de Groot

cc. Brett Strickwerda

enc. 1) Memo from Building Department
2) Letter dated June 28, 1995

80 days 8470 1076 B94-00075

memo to Paul R. Mait

Re 430 main street - The Pizza Company
Fee refunds. per ~~last~~ your letter dated
June 28, 1995

Reur Paul; on permit B94-00417 For roof
restoration and painting. The fees were waived
when the permit was taken out. A permit
number B94-00603 ~~was not valid at the time~~
did not work under the grant program
because of the windows (see note on plan). Regd.
The fees were charged on these permits and
the work was done.

~~on permit number B94-00075~~ The total
value we show on these 2 permits is
\$16,500. of which you paid fees on \$4,000
worth of work the rest was waived. You
show ~~22,546~~ \$23,546 worth of work but not separated
~~into~~ permit between the 2 permits.

I do not feel as though any refund for
these 2 permits would be in order

on permit number B94-00025 The
permit was based on a value of work of
\$148,119. of which 60,000 was for the remodel
of the existing structure and \$88,119. was
for new structure. Therefore any refund
could only apply to the \$88,119. value.

in that part of the permit there was \$2,816.
 value for the deck or 252 sq ft.
 The deck and stairs that were built equalled
 64 ~~sq~~ sq ft x 8 = \$512 value and the
 walk-in cooler and on storage under deck equalled
 128 sq ft x 64.75 (includes sprinkling) = \$8288.00
 or total value of new work done was \$8800.00
~~minus 2,816~~ For work permitted reports subtract
 this from value of new work which was \$8800.00
 which was 88,119. and it leaves \$79314.00
 value of work which was not done.
 Under section 107.6 of the uniform building
 code we can refund 80% of the building
 and plan check fees. ~~and the permit fees~~ we
 can also refund all of the Project fees.
 So the following refunds would be in order
 if the request would have been made within
 180 days of the payment per section 107.6
 of the building code. Payment was made on
 9/23-94.

Building permit	594.89	
plan check	589.95 x 80% =	471.96
Project		306.26
total		1586.38
		2371.63
		2371.63

does not match permit
 application because there was
 a little added area

Once again, if this request had been
 made within 180 days of 9/23/94, then we
 could refund \$2371.63 on this permit.



**PAUL de GROOT
BUILDING SERVICES, L.L.C.**

June 28, 1995

Park City Building Department
P.O. Box 1480
Park City, Utah 84060

Re: 430 Main Street - the Pizza Company
Application for Building Permit - Deck - Log Number B95-1055

To Whom it May Concern:

This is a request for a permit fee re-evaluation.

Please allow a brief history. This project was originally approved in the later part of 1993. Financing fell through and the client chose to do a lessor scenario. This involved a Historic District Grant for roof restoration and painting (permit number B94-00417) and restoration of the storefront (permit number B94-00603). During the course of this construction, financing was put in place for the work as originally planned and a permit was obtained based on the 1993 approved plans (permit number B94-00025).

Since the total cost of the project was not clear it was decided that the work would be phased, beginning with phase I (the work in progress—store front and roof), phase II (the interiors remodel) and phase III (the rear deck and expansion).

Phase I and II are now complete. Refer to inspection report number 70373, dated May 15, 1995 and the enclosed letter dated June 8, 1995. The permit file has been closed. The application for phase III has been given a new status.

I respectfully request that the following be taken into consideration in computing the permit fees for the phase III application:

- 1) The original computation was based on a two story rear expansion with a deck. This expansion has been deleted entirely, however the deck is slightly larger.
- 2) Part of the exterior remodel was awarded an historic grant which is not subject to permit fees. Since this occurred after the original computations it was not deleted when the full permit was issued. Please see the following letter for the cost of this work.

I believe that by taking this into account a refund of permit fees and impact fees may be in order. The revised plans on file will show that the water fixture units has remained approximately the same so this would not effect water development fees.

I appreciate your consideration. If I can help in the computation please do not hesitate to contact me.

Respectfully Yours,

Paul de Groot

cc. Brett Strickwerda

COUNCIL AGENDA REPORT

DATE: October 23, 1995 for the October 26th meeting
DEPARTMENT: Administrative Services
AUTHOR: Bob Stephens, Administrative Services Director
TITLE: Mortgage Assistance Program
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: City Council should approve a matching mortgage assistance program for eligible, full time regular employees.

A. Topic The mortgage assistance program would authorize loans to assist eligible, full time regular employees with the down payment on the purchase of a primary residence. Eligible employees would receive a loan from the mortgage assistance pool matching their down payment up to \$10,000, on a first-come-first-serve basis, until the balance of the mortgage assistance fund has been depleted.

B. Background Affordable housing is an issue facing many PCMC employees. The Council has previously supported efforts to encourage employees, especially emergency personnel, to live within the school district boundaries or the Snyderville Basin. As part of the FY 95-96 operating budget \$40,000 was approved in annual funding for this program. Staff has put together a mortgage assistance program that would assist employees with down payments, hopefully increasing the number of employees who could become home owners in the Park City area. The program anticipates annual funding for at least five years with any unused appropriations being carried forward. Repayments anticipated after five years would be returned to the mortgage assistance program.

C. Analysis

Approval of this program will bring the Council's multi-prong approach to addressing affordable housing closer to fruition. Several employees have been following this issue closely, and are anticipating the possibility of assistance in the near future. We currently have employees who are in the process of loan qualification for the purchase of a home and this program could be of benefit to them immediately.

D. Departmental Review The issues surrounding affordable housing, and employees' ability to

purchase homes or rent housing in the area, have been discussed for a considerable length of time. The mortgage assistance program has been reviewed by staff representatives from the City Manager Office, Legal, Public Affairs, CDD and Administrative Services and all have come to agreement that this plan, at least for the time being, is the best solution to the problem. All are in favor of this recommendation.

ALTERNATIVES:

A. Approve the Request. This program will show the Council's commitment to providing City employees with opportunities to live in the Park City area. It should increase the number of employees living in the immediate vicinity and this program provides a means to attract employees who would otherwise be forced to commute.

B. Deny the Request. Denial could be perceived as Council inconsistency in support of affordable housing programs, due to the fact that funds have already been appropriated for this purpose in the FY 95-96 budget. The program could make a dramatic difference to some employees who might not qualify for local homes without mortgage assistance. Recruitment and retention efforts could continue to be hampered by the lack of affordable housing.

C. Modify the Conditions of the Program. The Council may wish to review the conditions of the attached lending agreement.

D. Continue the Item: Continuing the item would impact employees who are anticipating the approval of this program and could be adversely affected by continuance

Significant Impacts: The City will now be in the business of lending.

Recommendation: The City Council should authorize staff to establish and administer the mortgage assistance program for eligible, full-time regular employees.

Exhibit: Draft - Mortgage Assistance Agreement.

Resolution No. -95

**RESOLUTION ADOPTING A MORTGAGE ASSISTANCE PROGRAM
FOR PARK CITY MUNICIPAL CORPORATION EMPLOYEES**

WHEREAS, the City Council has identified employee housing as a high priority in its work program as evidenced by the adoption of Resolution No. 37-91, outlining policies for housing projects; Resolution No. 8-93, detailing affordable housing guidelines and standards; and its commitment and support to the success of several affordable housing projects in Park City; and

WHEREAS, in a continued effort to maintain community diversity and high quality emergency services, the City Council approved \$40,000 as a part of its Fiscal Year 1995-96 budget to fund a Mortgage Assistance Program for Park City Municipal full-time employees;

NOW, THEREFORE, BE IT RESOLVED that:

SECTION 1. MORTGAGE ASSISTANCE PROGRAM. The City Council hereby authorizes staff to implement Mortgage Assistance Program for Park City Municipal full-time employees. The program anticipates annual funding for at least five years, with any unused appropriations carried over to the next year. Repayments after five years would be reallocated to the Mortgage Assistance Program. It is designed to assist eligible employees with down-payments on the purchase of primary residences within the Park City area, matching down-payments up to \$10,000 on a first-come, first-serve basis, until the balance of the Mortgage Assistance Program Fund has been depleted.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 26th day of October, 1995.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Anita Sheldon, City Recorder

Approved as to form:

Mark D. Harrington, Assistant City Attorney

COUNCIL AGENDA REPORT

DATE: October 23, 1995
DEPARTMENT: Legal
AUTHOR: Jodi Hoffman, City Attorney
TITLE: TransWasatch Settlement
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATION: Authorize Mayor to execute settlement with TransWasatch and Park City Consolidated Mines in substantially the same form as the agreement attached.

DESCRIPTION:

A. Topic: Proposed settlement of the Telemark Park litigation.

B. Background: On September 10, 1993, TransWasatch Company, Inc. (TransWasatch) and Park City Consolidated Mines sued Park City. They alleged that Park City had taken \$12.5 million of the value of 524 acres of their Wasatch County property. The property lies immediately east of the Park City corporate boundary and is the subject of a 1991 Density Determination (the Wasatch County equivalent of a Park City Master Planned Development) which approved in excess of 500 residential units and significant commercial space along the alignment of a dirt road (Keetley Road). Keetley Road begins in Park City at Queen Esther Drive and ends on the U.S. 40 Frontage Road.

In 1988, TransWasatch obtained a permit from Park City to improve Keetley Road as a private road. In 1990, TransWasatch contended that Keetley Road was in fact a public road and was entitled to unlimited access to Lower Deer Valley. Based on the change in representation of the status of the road, Park City suspended the TransWasatch permit to improve the road. (A public road that is not on the City's streets master plan cannot be widened without a public process.) At that time, Park City invited TransWasatch to begin the public process by which it could obtain a permit to improve Keetley Road. Instead of submitting to a public process, TransWasatch sued the City to release the permit.

The parties spent the first year of the litigation in discovery and motions practice. This time last year, Park City was joined by representatives of the Queen Esther Village

and Nordic Village Homeowners' Associations (*amicii curiae*, or "friends of the court") who expressed to the court their concerns regarding the proposed development and the possibility that it would allow an excessive volume of traffic on Queen Esther Drive, a quiet road serving their neighborhood. The 1991 Density Determination envisioned Keetley Road as something of a gateway from Lower Deer Valley to the Jordanelle. One traffic engineer estimated that traffic into Park City from the development, and the improved road and road alignment would generate up to 10,000 vehicles per day.

The first year of litigation produced few results. However, it did produce greater insight into the development pressures of the region, and an appreciation of a once-in-a-lifetime opportunity to negotiate a regional solution for the area. In December of 1994, the Council directed staff to negotiate with TransWasatch to explore the possibility of reconfiguring the proposed development, to prevent through traffic and to minimize, to the greatest extent possible, not only the average daily motorized vehicle trips on the road, but also the disturbance caused by construction traffic, that *any* level of development of the property would bring. The parties have met on no less than 20 occasions to negotiate and wordsmith an agreement. Staff has met with Council on several occasions over the last year, to advise the Council of the progress of the negotiations and to obtain Council direction.

The negotiation process now appears to have borne fruit. On Wednesday, October 25, 1995, the boards of directors of TransWasatch and Park City Consolidated Mines will vote to approve (or reject) the attached settlement agreement. Those boards have reviewed and provisionally approved drafts of the agreement, and are expected to authorize the final settlement agreement on Wednesday.

C. Analysis: This settlement agreement attempts to resolve not only the issues at stake in the lawsuit, but also many development and access issues that reach far beyond the boundary of the property at stake in the litigation. One obvious concern has been pass-through and construction traffic. With the cooperation of Wasatch County, the settlement agreement will virtually eliminate the possibility of pass-through and construction traffic. Keetley Road will dead end in Slalom Village. A crash-gated emergency vehicle access road will replace the historic through street. No construction vehicles (regardless of vehicular weight) will be allowed on the road. Even traffic from Realtors would be significantly curtailed.

To the extent that the historic Keetley alignment is a public right of way, the public rights in the road as a vehicular thoroughfare will be abandoned. In order to increase the likelihood that TransWasatch's petition to abandon Keetley Road will be approved both in Park City and in Wasatch County, TransWasatch has negotiated limited access easements with the contiguous Summit and Wasatch County property owners. Those limited access easements assure an upper bound on maximum traffic levels. They are expressly part of

the settlement, with enforcement rights in Park City. Even if we were to achieve full and complete victory in the litigation, Park City would not be able to so influence uses of the contiguous property as it would accomplish by this settlement agreement.

Unlike many settlement agreements, this agreement is largely contingent on the legislative authority of a completely independent planning jurisdiction: Wasatch County. If Wasatch County determines that it is not in its best interests to approve the reconfiguration of the Telemark Park Resort Development, the parties will resume the litigation. Wasatch County's initial reaction to the proposal was favorable. Recent input from Wasatch County continues to be positive.

The sequence and substance of the agreement is laid out in over 50 pages attached hereto, with over 20 exhibits incorporated by reference. At its core, the agreement can be summarized as follows:

1. Prior to Park City's execution of the settlement agreement, TransWasatch will deliver executed access agreements with all contiguous property owners. These access agreements acknowledge those property owners' limited rights to use private roads within the (Amended) Telemark Park Resort. In exchange, these property owners will support the abandonment of the Keetley Road as a vehicular right of way.
2. Upon execution of the settlement agreement, TransWasatch will seek Wasatch County's amendment of the 1991 Density Determination to obtain approval to develop the Amended Telemark Park Resort. (See, primarily, Exhibit C). If Wasatch County does not approve a development substantially the same as Exhibit C, the litigation will resume.
3. If Wasatch County amends the density determination, as proposed, TransWasatch will petition both jurisdictions to abandon public rights (if any) in vehicular use of the Keetley Road.
4. Upon vacation of the public right of way, TransWasatch will gate the Keetley Road and will dismiss the lawsuit with prejudice.
5. TransWasatch will then petition to annex three separate portions of the Amended Telemark Park Resort. They are: 1) the Roosevelt Gap/Snow Park Hotel Annexation Area; 2) the Slalom Village Annexation Area; 3) the Snowtop/Hidden Hollow Annexation Area. The entire area contemplated for annexation comprises roughly 375 acres, with over 325 acres proposed as public open space (some by deed others by conservation easement). The settlement contemplates another 10-12 miles of bicycle/pedestrian trails dedicated to the public.

6. Each annexation area is designed to draw minimal demands on city services, and to positive cash flow.
7. Particularly interesting aspects of the agreement are:
 - Virtually all of the density within the annexation area is resort commercial bed base, concentrated at the base of a lift facility, with ski-in, ski-out access.
 - The Roosevelt Gap Lodge, a large 105 unit equivalent structure, will not be accessed from the Keetley Road, but rather from a funicular lift at the Snow Park Hotel site. If the funicular lift is not built, the Lodge will not be built.
 - The Roosevelt Gap Lodge has been designed to be largely invisible from Lower Deer Valley.
 - Critical ridge lines are to be preserved throughout the annexation areas.
 - To the greatest extent possible, the settlement is designed to minimize average daily trips on the Keetley Road.
 - To that end, no construction traffic for the entire project will be allowed on the Keetley Road (except that which is necessary to actually improve and pave the road).

I have attached the latest set of settlement documents for your review. A few exhibits have yet to be finalized, but are progressing well. Staff requests approval in substantially the same form as is distributed today.

D. Alternatives:

1. Direct staff to negotiate further.
2. Direct staff to abandon the settlement and resume litigation.

E. Significant Impacts:

This settlement proposal is perhaps the Council's best hope of resolving the lawsuit in the near term and of resolving a number of nagging development issues in the region. It delivers the potential for significant trails and open space and the construction of a great deal of bed base and resort expansion, with minimal traffic or other public facilities impacts. It is the product of the Council's vision for minimum impacts on the community from resort activities in this area. If all goes well in Wasatch County, we would expect dismissal of the lawsuit sometime next summer.

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 19, 1995**

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, October 19, 1995. Members in attendance were Brad Olch, Ruth Gezelius, Roger Harlan, Lou Hudson, Shauna Kerr, and Leslie Miller. Staff present were Toby Ross, City Manager; and Jodi Hoffman, City Attorney.

II PUBLIC INPUT

The Mayor welcomed the boy scout troop in attendance who introduced themselves. He invited the public to comment on any matter of City business; hearing none, the public input session was closed.

III MINUTES OF SPECIAL MEETING OF OCTOBER 10, 1995

Ruth Gezelius, "I move approval of the Minutes, as presented". Leslie Miller and Roger Harlan abstained as they were not in attendance Lou Hudson seconded.

Ruth Gezelius	Aye
Roger Harlan	Abstention
Lou Hudson	Aye
Shauna Kerr	Aye
Leslie Miller	Abstention

IV CONSENT AGENDA

Ordinance approving Deer Lake Village Phase III final subdivision plat - See attached staff report. Ruth Gezelius, "I move approval of the Consent Agenda item, an ordinance approving the Deer Lake Village Phase III final subdivision plat". Shauna Kerr seconded. Motion carried unanimously.

V COMMUNICATIONS FROM COUNCIL AND STAFF

None.

VI ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

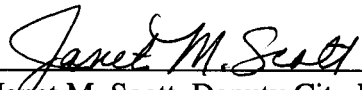
The City Council met in closed session at approximately 5 p.m. Members in attendance were Mayor Brad Olch, Ruth Gezelius, Roger Harlan, Lou Hudson, Shauna Kerr, and Leslie Miller. Staff present were Toby Ross, City Manager; Mark Harrington, Assistant City Attorney; Myles Rademan, Public Affairs Director; and Jodi Hoffman, City Attorney. Shauna Kerr, "I move to close the meeting to discuss property acquisition". Roger Harlan seconded. Motion carried unanimously.

The meeting opened at approximately 5:30 p.m.

* * * * *

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

Prepared by Janet M. Scott



Janet M. Scott, Deputy City Recorder





**PARK CITY COUNCIL WORK SESSION
SUMMIT COUNTY, UTAH
OCTOBER 19, 1995**

Present: Brad Olch, Lou Hudson, Shauna Kerr, Ruth Gezelius, Roger Harlan, Leslie Miller, Toby Ross, Rick Lewis, Jodi Hoffman, Eric DeHaan, Myles Rademan

Rich Wyman, Leadership 2000 Program

1. **Council questions and comments.** Lou Hudson asked about the mounds of debris on Sandridge and Eric DeHaan responded that they are being removed. Mr. Hudson also relayed that he has received complaints about Sandridge not receiving the same services as other dedicated streets and the City Engineer clarified that Sandridge is not a dedicated street, but there is a maintenance policy in place. There are problems with snow removal because of the grade of the area. There was discussion with regard to placing a barrier on Hillside Avenue because of its narrowness and steepness. Short of widening Hillside which some think will encourage more traffic, there is a standby plan for a retaining wall. Leslie Miller felt it important to create a designated truck route as there are streets where trucks do not belong. Park Avenue and Main Street are routes that should prohibit trucks and the transportation consultants should look at this issue as it does pose health and safety concerns. The Mayor suggested that this be discussed at the City Council retreat in January.

Ms. Miller also pointed out that Melissa Call's suggestion for a driver's license bureau at the Senior Citizen's Center is not appropriate in a residential neighborhood. The City Manager felt that there are other options for this service in Park City. Shauna Kerr suggested that the County services building in Prospect could be a consideration since some services are being moved out of that facility. For the benefit of Leslie Miller, Mark Harrington discussed the status of the liquor store on Main Street. He felt that can be reviewed by the City Council in November with regard to alternate package store locations. He clarified for Ms. Miller that with regard to the purchase of the Colman Parcel on Prospect Avenue that the real estate agent was Dale Nelson. The City had no role in the commission paid by the seller; the title company was High Country Title. Mr. Harrington believed that the commission was 6%, but that a land trade may have been involved, but again emphasized that he didn't know the details of that portion of the transaction as the City was not involved in those negotiations.

Ms. Miller referred to the proposed changes in the LMC with regard to the HR-1 and HRL zones dealing with heights and setbacks and pointed out the merits of visiting historic residences so that there is a frame of reference for HDC, Planning Commission and City Council members within the next two weeks. It is important to see cases that work and those that are incompatible in the Historic District. Leslie Miller indicated that she would work with staff to organize a tour.

Roger Harlan suggested that adequate time is scheduled for the January City Council retreat and suggested that the Olympics, General Plan, and interlocal agreements be scheduled for discussion. He pointed out interest in the Park City Library operating out of the City limits and discussed the merits of being proactive and leaders with regard to interlocal agreements.

The Mayor reported that the City has received an award from the state of 12 trees as a result of the many nominations from Park City in the Tidy Town Competition.

Evaluation of the Leadership 2000 program - Myles Rademan discussed that the first class has completed and evaluated the program. He felt that everyone appreciated the scholarship aspect and that there were different preferences for speakers. With regard to changes in the future, there were suggestions for more class interaction and less speakers scheduled, and that there be more leadership and skills training. The ropes course, day at the legislature, and SummerTour were popular activities, as were the public policy forums. Mr. Rademan addressed the selection process and 25 were selected from 90 applications this year, and once accepted, individuals will sign a contract with regard to commitment to the program. He discussed a possible alumnae program if there is interest and that the program can now be fine-tuned.

Rich Wyman, first year participant, expressed his appreciation for being a part of the program probably due to his association with the affordable housing element of the community. He discussed the benefits of the diversity of the group. Mr. Wyman stated that as alumnae, they will be organizing a fund-raiser in memory of Patti Blanchard, who was also a member of the first year program. He complimented Myles on the great job he did on this project. The Mayor suggested that one of the scholarships be designated in Ms. Blanchard's name. Participants did not feel that there should be a mandatory community project, but Rich Wyman reported that the alumnae is considering a domestic violence project. Mr. Hudson suggested that a scholarship be given in the name of anyone making significant contributions to the community in the future.

Prepared by Janet M. Scott

PARK CITY

1884

COUNCIL AGENDA REPORT

DATE: October 12, 1995
DEPARTMENT: Planning Department
AUTHOR: Peter Staks
TITLE: Deer lake Village Phase III Plat.
TYPE OF ITEM: Final Subdivision Plat.

SUMMARY RECOMMENDATIONS:

Recommend approval of the Deer Lake Village Phase III Final Subdivision Plat, subject to the Findings of Fact, Conditions of Approval, and Conclusions of Law as provided.

DESCRIPTION:

Project statistics:

Applicant: Deer Lake Development L.L.C.
Location: Along Queen Esther Drive, north of Queen Esther Village
Condos
Zoning: RD-MPD
Parcel Size: 5.25 Acres
Application: July 10, 1995

A.Topic.

The processing of a final subdivision plat and recommendation, for the third and final phase of the Deer Lake Village Project - an approved Planned Unit Development under the Deer Valley MPD.

B. Background.

The Planning Commission approved a sketch plat of fifty-one (51) units as a part of an overall planned unit development in May of 1989. The original Planned unit Development approval was for three phases, and under the Deer Valley Special Exception Permit.

A subsequent extension for Phase I platting was granted in 1991 and a final plat for phase I of the project was approved in September of 1994. A Phase II final plat was approved by the City Council June 22, 1995.

The first phase was for 6 buildings with 18 units in tri-plex arrangement. The second phase plat approval was for 4 additional buildings, also in tri-plex arrangement. This application is for the third and final phase of the project and provides for seven tri-plex buildings for a total of 21 units.

This plat, as submitted, is consistent with the original approved sketch plat. The units being constructed are identical tri-plex by tri-plex. Materials originally approved are cedar roofs, stone, horizontal wood siding, and some use of stucco.

Parking arrangements and layout were all approved with the original Planned Unit Development. The parking layout includes 7 spaces for each tri-plex. Five of those spaces are garage type (two units have 2-car garages and the third has a one-car garage), and two of the spaces are surface parking.

Access to all of the units comes from a new private drive that effectively parallels Queen Esther Drive. This drive will be completed with Phase III construction, thereby eliminating the need for a temporary turn around and dead end street. Permanent storm drainage improvements are also to be completed with the completion of Phase III.

The Planning Commission held a public hearing regarding the Phase III plat on September 27, 1995 and recommended the plat for favorable City Council consideration.

C. Analysis

The Staff finds that the phase III plans are consistent with the original approvals, and all units will be constructed of the same materials as the phase I & II units.

With Phase II plat approval there was a requirement that lakeside landscaping and trails be completed prior to a certificate of occupancy issued to any phase II unit. At the time of this writing, there has been evidence that some of the trails and landscaping has begun, yet substantial items such as pumping equipment installation, irrigation and tree planting have not begun. It is therefore staff's recommendation that the Phase III Plat be approved but that building permits for phase three units be withheld until these Phase II obligations are completed.

This condition would allow for the construction of infrastructure, especially road completion, and drainage improvement construction, along with the prior obligation of landscaping and trails, which would be consistent with beneficial site improvements.

D. Department Review.

This project has been through the city staff inter-departmental review.

E. ALTERNATIVES

A. Modify the conditions of approval as suggested.

B. Approve the Final Subdivision Plat with the Conditions of Approval as provided.

F. RECOMMENDATION:

The staff recommends City Council approval of the Deer Lake Village Phase III, to the City Council, with the Findings of Fact, Conditions of Approval, and Conclusion of Law as provided.

FINDINGS OF FACT:

- 1. The Phase III improvements will require continued financial security to be extended from that already posted by the developer .**
- 2. In the interest of neighborhood construction mitigation, construction traffic should be directed to main roads and not through the subdivisions.**
- 3. Final construction plans require review and approval by the City Engineer.**
- 4. Final sewer construction plans require review by the Snyderville Basin Improvement District.**

5. The developer has agreed that the internal roads will be private and that the Homeowners Association will maintain the landscaping, roads and lake areas. Also no basements will be approved due to potential seasonally high groundwater.

6. The developer has not requested any variances.

7. The RD district heights are 28 feet.

8. The developer proposes that all units have the same exterior finishes.

9. The developer proposes that all units in Phase III are a part of the Conditions Covenants and Restrictions.

10. The sequencing of Phases and respective conditions and obligations, requires attention as the project moves through it's construction. Previously approved conditions should be substantially complete before new buildings are begun.

CONDITIONS OF APPROVAL:

1. A financial security shall remain posted to cover the costs of public improvements and landscaping.

2. To the extent possible, the developer shall prevent construction traffic from passing through existing subdivisions.

3. Prior to plat recordation, the City Engineer shall review and approve appropriate grading, utilities, water and road construction plans.

4. The Snyderville Basin Sewer Improvemnet District shall review and approve the sewer plans.

5. The plat shall provide clear notation that:

- a.) The roads are not public roads and full maintenance of the roads, landscaping and lake are the responsibility of the Homeowners Association.
- b.) No basements shall be allowed due to high ground water.

6. All Park City Municipal Corporation Standard Project Review Requirements shall apply.

7. The building heights shall conform to the 28 ft. height limits as per the RD zone.

8. All units shall be constructed of the same materials and designs as the original Phase I units, and should the applicant wish to make changes of any exterior materials or conditions, there shall be approval by the Community Development Department prior to construction or application of such materials.

9. Prior to, or concurrent with, plat recordation, evidence of filing of the Conditions, Covenants, and Restrictions for this phase shall be provided to the City Attorney.

10. No building permit for any residence shall be issued for any Phase III unit until project trails are completed and all landscaping around the lake along with the pumping and irrigation systems around the lake be completed. Determination of substantial compliance with this condition shall rest with the Community Development Department.

11. Prior to plat recordation, the City engineer and City Attorney shall review and approve the plat.

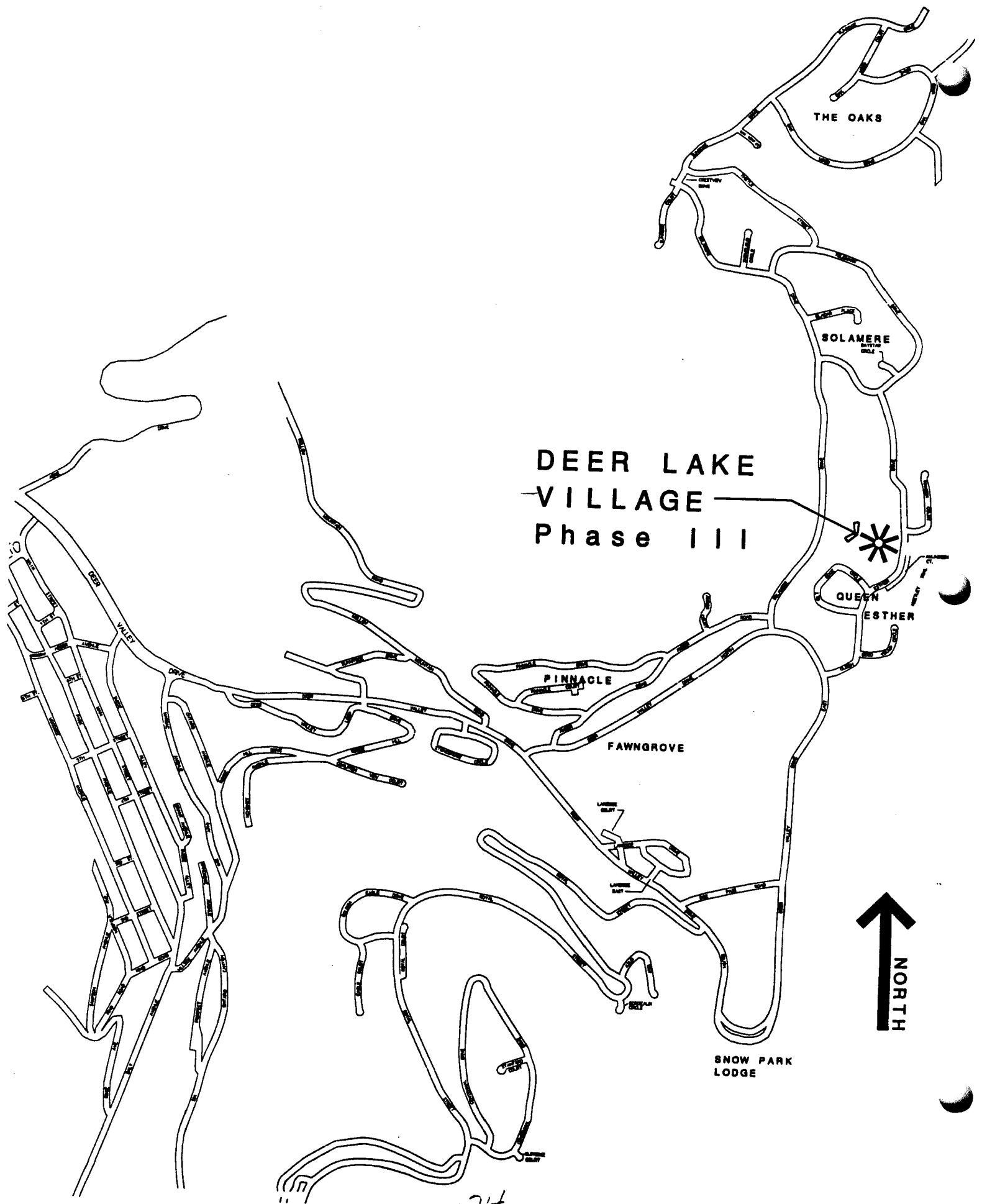
CONCLUSIONS OF LAW:

1. There is good cause for the approval of this plat.

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

EXHIBITS

Exhibits: Location Map
 Phasing plan
 Phase III Plat



DEER LAKE
VILLAGE
Phase III

THE OAKS

SOLAMERE

QUEEN
ESTHER

PINNACLE

FAWNGROVE

SNOW PARK
LODGE





DEER LAKE VILLAGE REVISED PHASING PLAN

DATE: 10-1-80	BY: [Signature]
SCALE: 1" = 100'	PROJECT: DEER LAKE VILLAGE
REVISION: 1	DATE: 10-1-80
BY: [Signature]	PROJECT: DEER LAKE VILLAGE

DEER LAKE VILLAGE, L.L.C.

Ordinance No. 95-

**AN ORDINANCE APPROVING THE DEER LAKE VILLAGE - PHASE III
FINAL SUBDIVISION PLAT
PARK CITY, UTAH**

WHEREAS, the owners of the property known as Deer Lake Village Planned Unit Development have petitioned the Planning Commission for approval of a final subdivision plat; and

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

WHEREAS, on September 27, 1995 the Planning Commission held a public hearing and approved the final plat attached hereto as Exhibit A; and

WHEREAS, it is in the best interest of Park City, Utah to approve the final plat, known as the Deer Lake Village - Phase III Subdivision plat;

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

SECTION 1. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the subdivision plat and that neither the public nor any person will be materially injured by the proposed plat. The subdivision plat is in conformance with the Land Management Code.

SECTION 2. PLAT APPROVAL. The Deer Lake Village - Phase III Subdivision plat, is approved as shown on the attached Exhibit A with the following conditions:

1. A financial security shall remain posted to cover the costs of public improvements and landscaping.
2. To the extent possible, the developer shall prevent construction traffic from passing through existing subdivisions.
3. Prior to plat recordation, the City Engineer shall review and approve appropriate grading, utilities, water and road construction plans.
4. The Snyderville Basin Sewer Improvement District shall review and approve the sewer plans.
5. The plat shall provide clear notation that:
 - a.) The roads are not public roads and full maintenance of the roads and lake are the responsibility of the Homeowners Association.
 - b.) No basements shall be allowed due to high ground water.
6. All Park City Municipal Corporation Standard Project Review Requirements shall apply.

7. The building height of all structures shall conform to the 28 ft. limits as per the RD zone.
8. All structures shall be constructed of the same materials and designs as the Phase 1 units, and should the applicant wish to make changes of any exterior materials or conditions, there shall be approval by the Community Development Department prior to construction application of such materials.
9. Prior to, or concurrent with, plat recordation, evidence of filing of the Conditions, Covenants and Restrictions for this phase shall be provided to the City Attorney.
10. Prior to plat recording, the City Attorney and City Engineer shall review and approve the plat.
11. No building permit for any residence shall be issued for any Phase III unit until project trails are completed and all landscaping around the lake along with the pumping and irrigation systems around the lake are completed. Determination of substantial compliance with this condition shall rest with the Community Development Department.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect upon adoption.

PASSED AND ADOPTED this 19th day of October, 1995.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

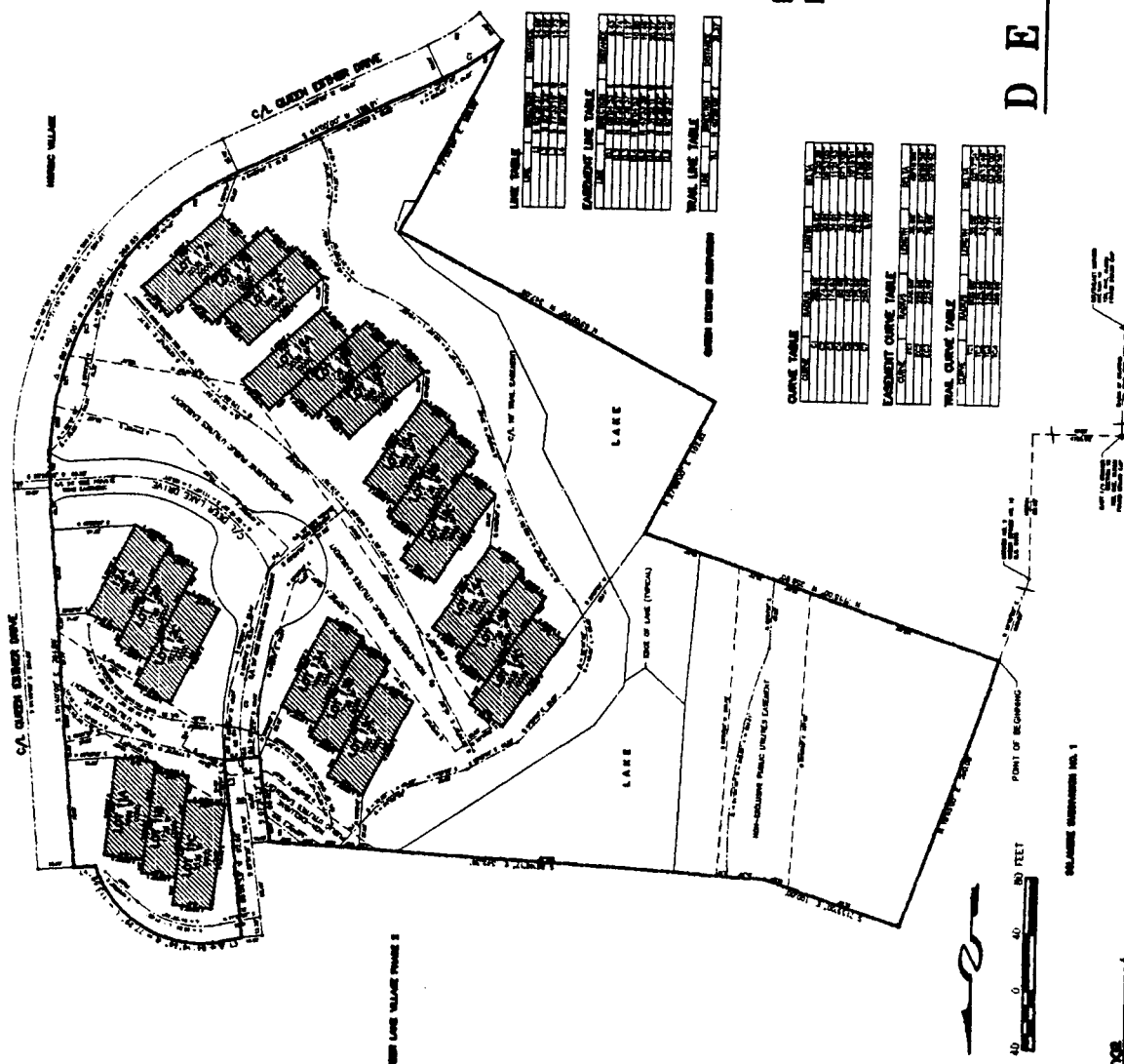
Attest:

Janet M. Scott, Deputy City Recorder

Approved as to form:

Mark D. Harrington, Assistant City Attorney

EXHIBIT A

[illegible]

Excused this _____ day of _____, 1988.
Deer Lake Development LLC

By F. Lynn Padon, Manager

ACKNOWLEDGMENT

STATE OF UTAH) SS
COUNTY OF SALT)

History Public
Reading at:

COMMON ELEMENTS

PRIVATE

2403 MOCAVES STREET ADDRESS ON DEER LAKE DRIVE

O INDICATES PROPERTY CORNERS TO NW STAKEIN

COMMON ELEMENTS	PRIVATE
-----------------	---------

[illegible]

TASADIENT CURVE TABLE			
CH	PT	TO	IN
1	10	10	10
2	10	10	10
3	10	10	10
4	10	10	10
5	10	10	10
6	10	10	10
7	10	10	10
8	10	10	10
9	10	10	10
10	10	10	10

DER LAK VILLAGE

AN EXPANDABLE PLANNED UNIT DEVELOPMENT SUBDIVISION
 LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
 SHELBY LAKE BASE AND MERRIDALE PARK CITY, SHERIDAN COUNTY, MONTANA
 recorded covenants herewith is a Declaration of Covenants, Conditions, and Restrictions
 of Deer Lake Village Phase 3, An Expandable Planned Unit Development Subdivision.

DEER LAKE DRIVE IS A PRIVATE ROAD AND IS INTENDED ALWAYS TO REMAIN A PRIVATE ROAD. MAINTENANCE COST WILL BE BORNE BY THE DEER LAKE VILLAGE OWNERS ASSOCIATION.

P.O. BOX 2464
333 MAIN STREET
PARK CITY, UTAH 84060
(801) 840-3467

INDYREVILLE BASIN SEWER IMPROVEMENT DISTRICT

REVIEWED FOR COMPLIANCE TO SUGARVILLE BASIN SEWER
IMPROVEMENT RESTRICT STANDARDS ON THE _____
DAY OF _____, 1995 A.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS
DAY OF _____, 1995 A.D.

ENGINEERS CERTIFICATE

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS
 DAY OF _____, 1963 A.D.

CERTIFICATE OF ATTEST
 I HEREBY CERTIFY THAT THE RECORD OF SURVEY
 MAP WAS APPROVED BY PARK CITY
 COMMISSIONER OF THE

COUNCIL APPROVAL AND ACCEPTANCE

STATE OF UTAH COUNTY OF SALT AND FLATS
RECORDED
PAGE 1 OF 1
OWNER: PRIVATE ROAD.
OWNERS ASSOCIATION.

