

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT Agreement, (the “Agreement”) is made and entered into as of this 19th day of June _____, 2019, by and between Park City Municipal Corporation, a Utah municipal corporation, (the “Developer”), and Wasatch County , a political subdivision of the State of Utah, (the “County”).

RECITALS

A. Developer currently owns that certain real property known as Bonanza Flat in Wasatch County, Utah, (the “Property”). The Property consists of approximately 1,350 acres of land as more particularly described on Exhibit “A” attached hereto, and by this reference made a part hereof.

B. Developer has submitted an application, as required by Wasatch County, (the “Application, ”),for a development consisting of up to five (5) trailhead parking areas with vault-style restroom facilities and related appurtenances to be used by public visitors to the Bonanza Flat area, (the “Development”).

C. The County, acting pursuant to its authority under Utah Code Annotated 17-27a-101 et seq., and its land use policies, ordinances, and regulations has made certain determinations with respect to the Property, the Application, and the Development and, in the exercise of its legislative discretion, has elected to approve this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Developer hereby agree as follows:

1. **Incorporation of Recitals.** The recitals are hereby incorporated as part of this Agreement.

2. **Conditions of Development Plan.** The Development shall comply with the following conditions:

a. **Compliance With Plans.** Developer agrees to fully comply with the plans submitted in its Application, attached hereto and incorporated herein as Exhibit B-‘Site Plan’, unless required otherwise in this Agreement.

b. **Health Department Approval.** Developer shall apply for and obtain a permit for the vault restrooms from the Wasatch County Health Department, pursuant to Title 12- Health and Sanitation, of the Wasatch County code.

c. **Emergency Access Gates.** Developer shall comply with the County requirement that all gates installed by Developer on private roads within the Property, including, but not limited to, Big Sky, Bonanza Ridge, Jeep Hill and Culvert Meadow, shall be emergency “crash” gates designed to allow emergency access.

d. **Back Country Trail Construction.** County supports Developer’s desire to construct back country trails within the Property. Developer agrees that the design and construction of such trails shall comply with the requirements of Wasatch County Code Section 16.38, Appendix 3, as enacted on the date of Developer’s Application for any new trail construction.

e. **Trailheads.** Trailheads shall be constructed in accordance with Section 16.38 03 (F) to promote appropriate site lines and to allow for safe vehicular ingress and egress from the County roadways.

3. **Compliance with County Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the County necessary for the development of the Property, except as expressly provided herein.

4. **Reserved Legislative Powers.** Nothing in the Agreement shall limit the future exercise of the police power by the County in enacting zoning, subdivision, development, transportation, environmental, open space and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer’s vested rights to develop the Property as provided herein.

5. **Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Wasatch County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned to any other party, individual, or entity without assigning the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the assignment, sale, or transfer of the Property, or any portion thereof, by Developer.

7. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

8. **Term.** Developer shall construct in accordance with site plans attached as exhibit within 5 years or the development agreement becomes void.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed, by certified mail, return receipt requested, postage prepaid to the parties as follows:

Developer:
Diane Foster, City Manager
445 Marsac Avenue
Park City Municipal Corporation
P.O. Box 1480
Park City, UT. 84060

With a copy to: Thomas Daley, Deputy City Attorney
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

County:
Mike Davis, Wasatch County Manager
25 North Main Street
Heber City, Utah 84032

With a copy to: Doug Smith, Wasatch County Planning Director
55 South 500 East
Heber City, Utah 84032

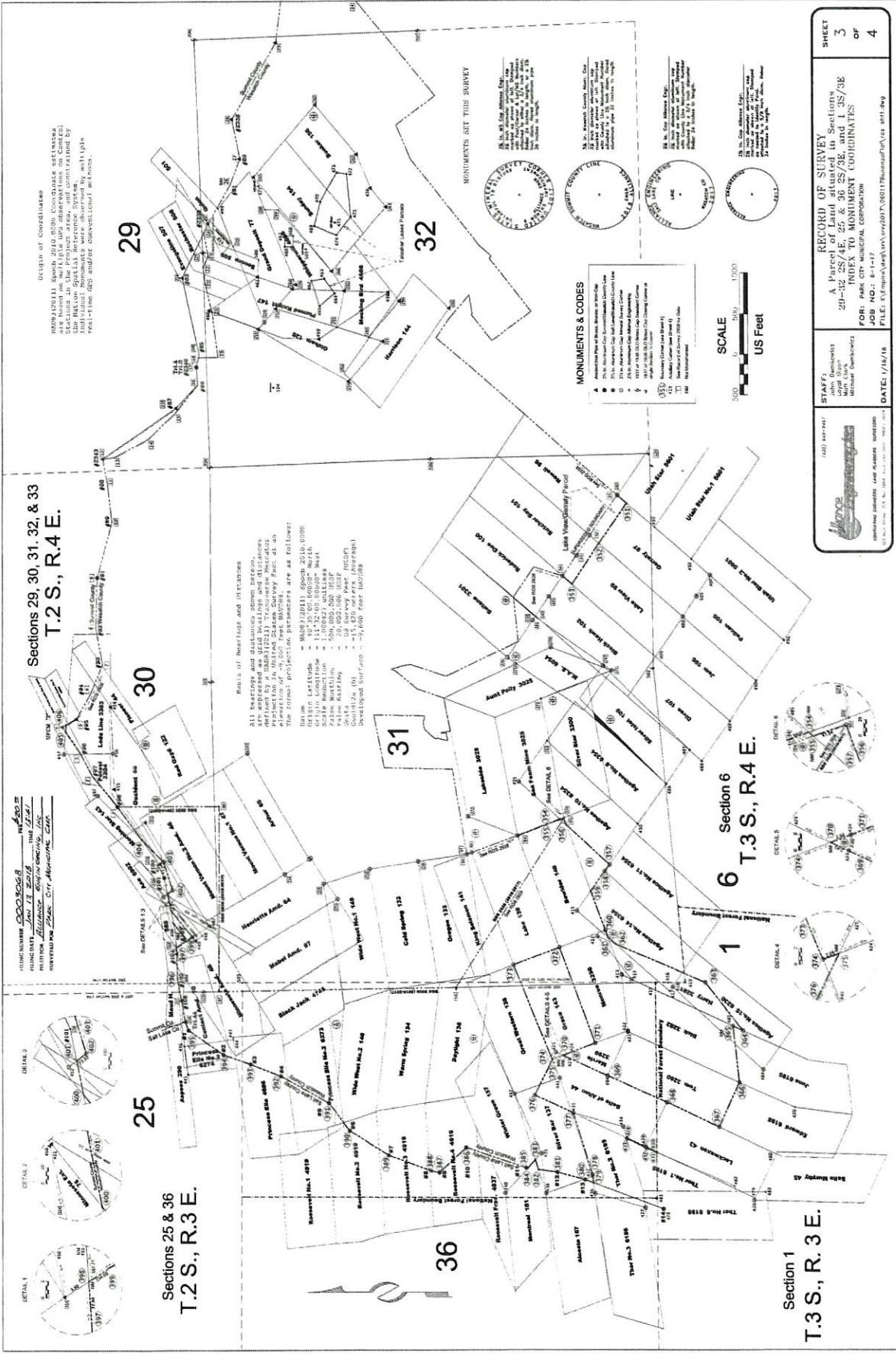
10. **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.

11. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to any conflicts of law issues.

12. **Entire Agreement.** This Agreement contains the entire understanding of the County and Developer and supersedes all prior understandings relating to the subject matter set forth herein and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

Exhibit “A” Legal Description

Record of Survey [0002928](#), dated March 1, 2017 and Record of Survey [0003068](#) dated January 16, 2018 on file in the Wasatch County Recorder’s office.



SECTION OF CONCLUSION
 MONUMENTS (011) AND DISTANCES
 ARE SHOWN ON THIS MAP AND OBSERVATIONS ON CORNER.
 STATIONS IN THE PROJECT AREA, AND ADMITTED BY
 INDIVIDUAL MONUMENTS WERE OBSERVED BY ANGLE
 POSITIVE AND NEGATIVE CONVENTIONS AS FOLLOWS:

Sections 29, 30, 31, 32, & 33
 T.2 S., R.4 E.

Sections 25 & 36
 T.2 S., R.3 E.

MONUMENTS SET THIS SURVEY

MONUMENTS & CODES

- 1. American Pipe of Steel, 1/2" Dia
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RECORD OF SURVEY

A. Parcel C. 1/4 Section 29, 30, 31, 32, & 33, T.2 S., R.4 E.

B. Parcel C. 1/4 Section 25 & 36, T.2 S., R.3 E.

INDEX TO MONUMENT COORDINATES

FOR: PARK CITY MUNICIPAL CORPORATION

JOB NO.: 61-1-17

FILE: F:\Empire\Survey\6017\6017\Theodore\6017\6017.dwg

DATE: 1/1/17

STAFF:

1. Surveyor

2. Surveyor

3. Surveyor

4. Surveyor

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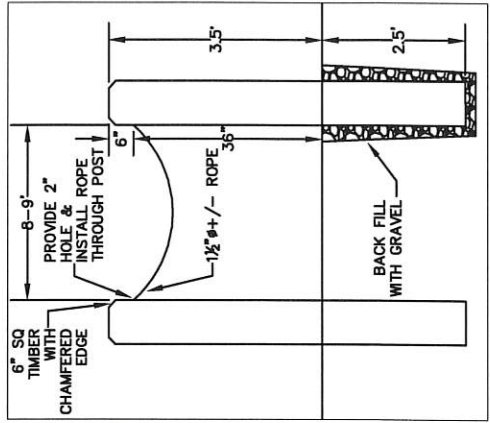
98. Surveyor

99. Surveyor

100. Surveyor

3068-C

Exhibit "B"- Site Plan



FENCE DETAIL

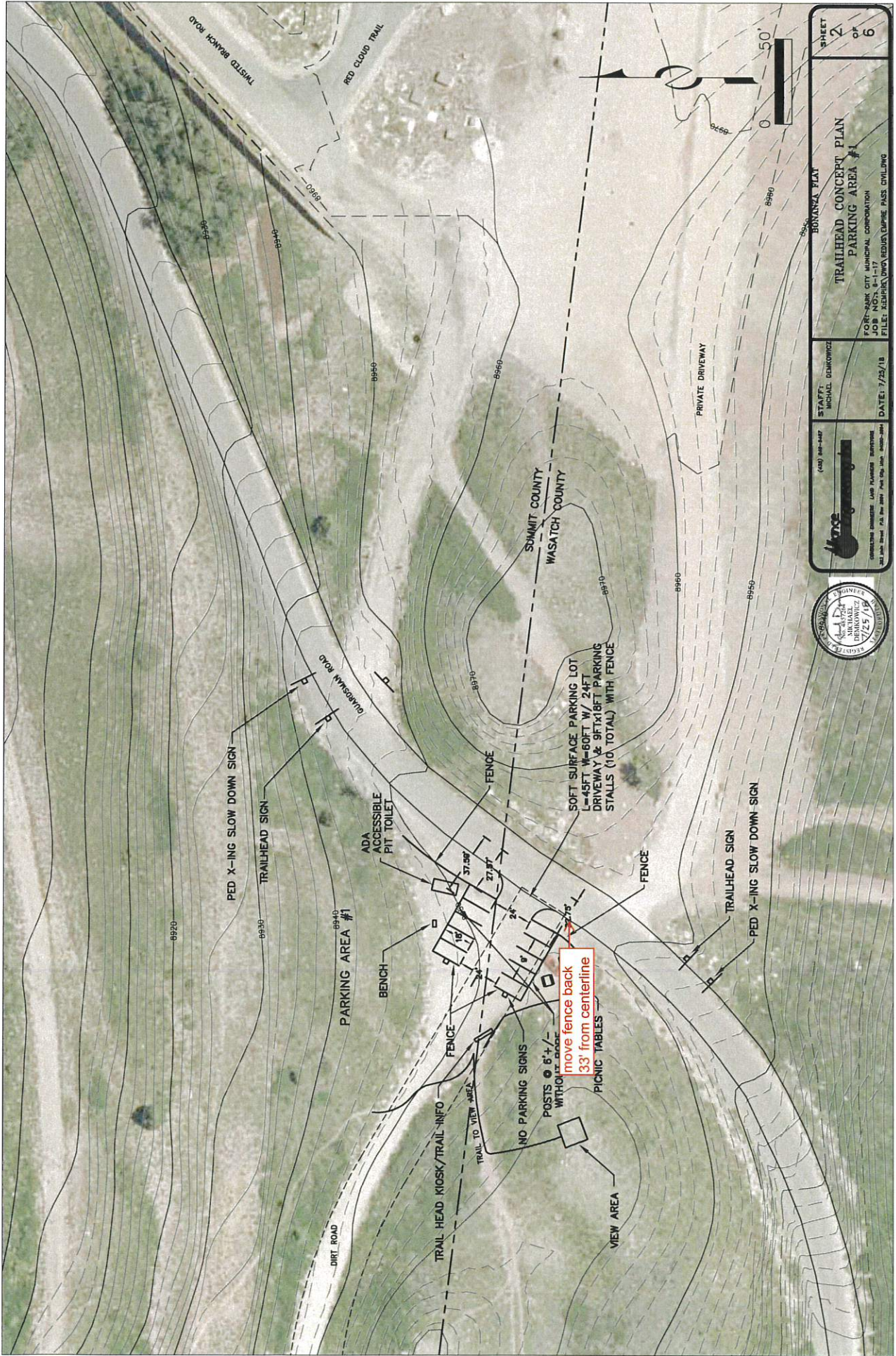
BONANZA PLAZA
TRAILHEAD CONCEPT PLAN
OVERALL
 FOR: PARK CITY MUNICIPAL CORPORATION
 JOB NO.: 8-1-17
 FILE: X:EMPIRE.DWG\VEDUS\EMPIRE PASS CHALLENGE

STAFF: DEMKOWICZ
 MICHAEL DISMORE

DATE: 4/20/18

(435) 644-4447
WANCE
 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
 222 Main Street P.O. Box 2004 Park City, Utah 84060-2004

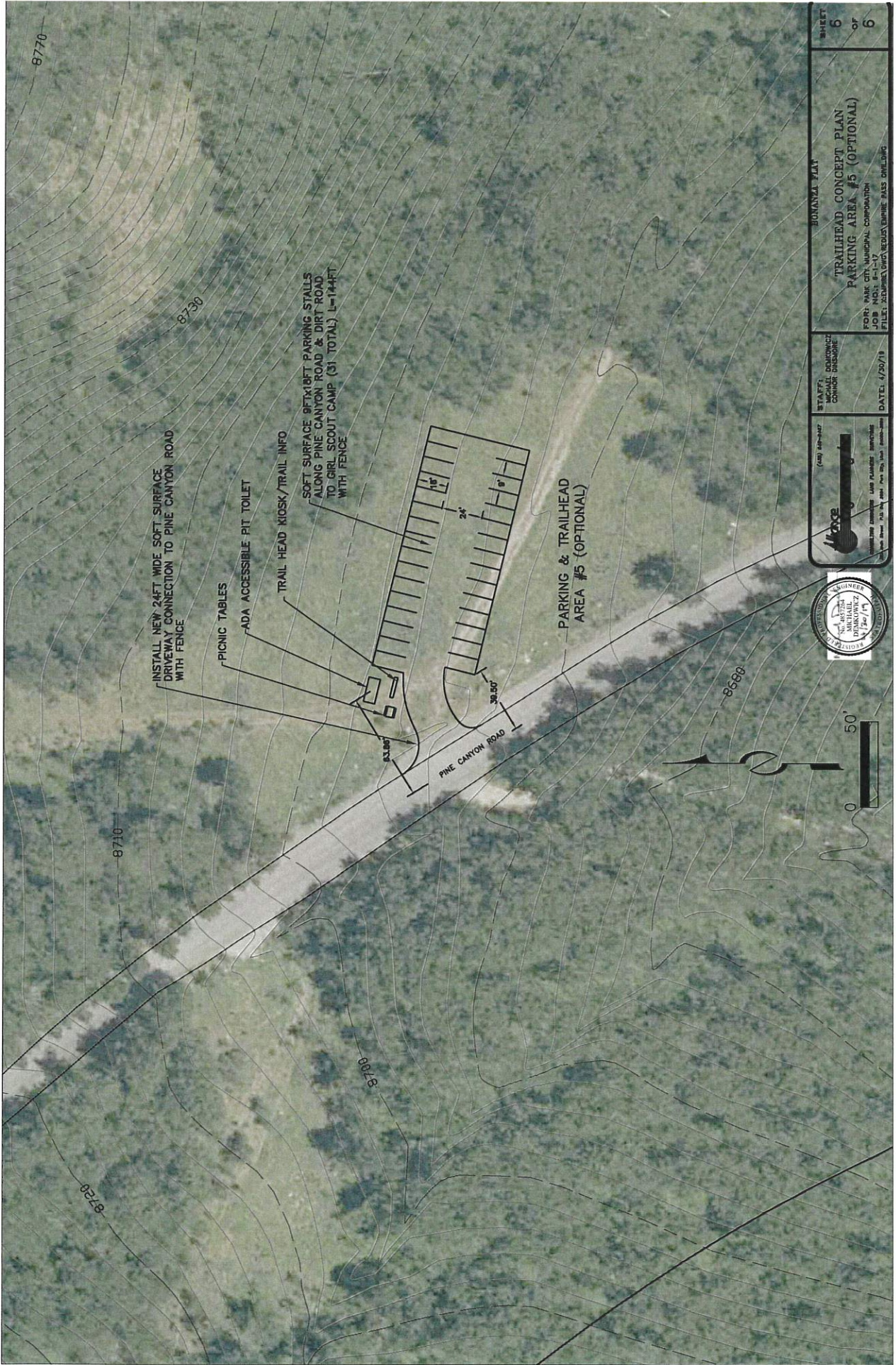




STAFF: MICHAEL DEMERCOISE
 DATE: 7/23/18

TRAILHEAD CONCERT PLAN
 PARKING AREA #1
 FOR FORT PEARCE CITY MUNICIPAL CORPORATION
 JOB NO. 18-01-117
 FILE: 180117-01-001-001-001-001-001-001

SHEET 2 OF 6



(414) 949-4477

 STAFF: DOMINIC CHONIK
 DATE: 4/20/18
 BONANA PLAN
 TRAILHEAD CONCEPT PLAN
 PARKING AREA #5 (OPTIONAL)
 FORT WORTH MUNICIPAL CORPORATION
 JOB NO. 18-11-17
 FILE: MACE\18\18-11-17\FORT WORTH TRAILHEAD CONCEPT PLAN SHEET 6.DWG





Open Space & Trails

June 28, 2019

Wasatch County Recorder

Park City Municipal Corporation is requesting an exemption to the recordation fees for the following document as per State Code § 63J-1-505.

Wasatch County/PCMC Bonanza Flat Development Agreement

Heinrich Deters
Property, Trails & open Space Manager