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# MINUTES

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**SUMMIT COUNTY  
BOARD OF COUNTY COUNCIL  
WEDNESDAY, JANUARY 13, 2016  
SUMMIT COUNTY COURTHOUSE  
COALVILLE, UTAH**

**PRESENT:**

**Roger Armstrong, Council Chair  
Chris Robinson, Council Vice-Chair  
Kim Carson, Council Member  
Claudia McMullin, Council Member  
Talbot Adair, Council Member**

**Tom Fisher, Manager  
Anita Lewis, Assistant Manager  
Robert Hilder, Attorney  
Kent Jones, Clerk  
Brandy Harris, Secretary**

**CLOSED SESSION**

**Vice-Chair Robinson made a motion to convene in closed session to discuss personnel. The motion was seconded by Council Member Carson and passed unanimously, 5 to 0.**

The Summit County Council met in closed session for the purpose of discussing personnel from 12:44 p.m. to 1:45 p.m. Those in attendance were:

**Roger Armstrong, Council Chair  
Chris Robinson, Council Vice-Chair  
Kim Carson, Council Member  
Claudia McMullin, Council Member  
Talbot Adair, Council Member**

**Tom Fisher, Manager  
Anita Lewis, Assistant Manager**

**Council Member Adair made a motion to convene in closed session to discuss property acquisition. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.**

The Summit County Council met in closed session for the purpose of discussing property acquisition from 1:45 p.m. to 2:55 p.m. Those in attendance were:

**Roger Armstrong, Council Chair  
Chris Robinson, Council Vice-Chair  
Kim Carson, Council Member  
Claudia McMullin, Council Member  
Talbot Adair, Council Member**

**Tom Fisher, Manager  
Anita Lewis, Assistant Manager  
Robert Hilder, Attorney  
David Thomas, Deputy Attorney**

**Council Member McMullin made a motion to dismiss from closed session and to convene in work session. The motion was seconded by Council Member Carson and passed unanimously, 5 to 0.**

### **WORK SESSION**

Chair Armstrong called the work session to order at 3:02 p.m.

### **UPDATE ON TRANSPORTATION PLANNING**

Caroline Ferris, Regional Transportation Planning Director, provided the Council with a Memorandum and a PowerPoint presentation regarding an update on the Regional Transportation Planning Efforts.

Ms. Ferris stated in the short-term (1-5 years), the County hopes to continue to upgrade and expand the geography of transit service, and are going to work towards upgrading pedestrian and transit amenities through identification of key stations and identifying additional funding. The County will continue to pursue a wayfinding strategy that brands specific neighborhoods in the county that will contribute to easy navigation throughout the base and surrounding areas.

In the long-term, 6 to 25 or more years, she stated the County is focusing on their Long Range Transportation Plan (LRTP). Two committees have been established: The Executive Committee and a Technical Team. UDOT, UTA, and MAG will also be involved.

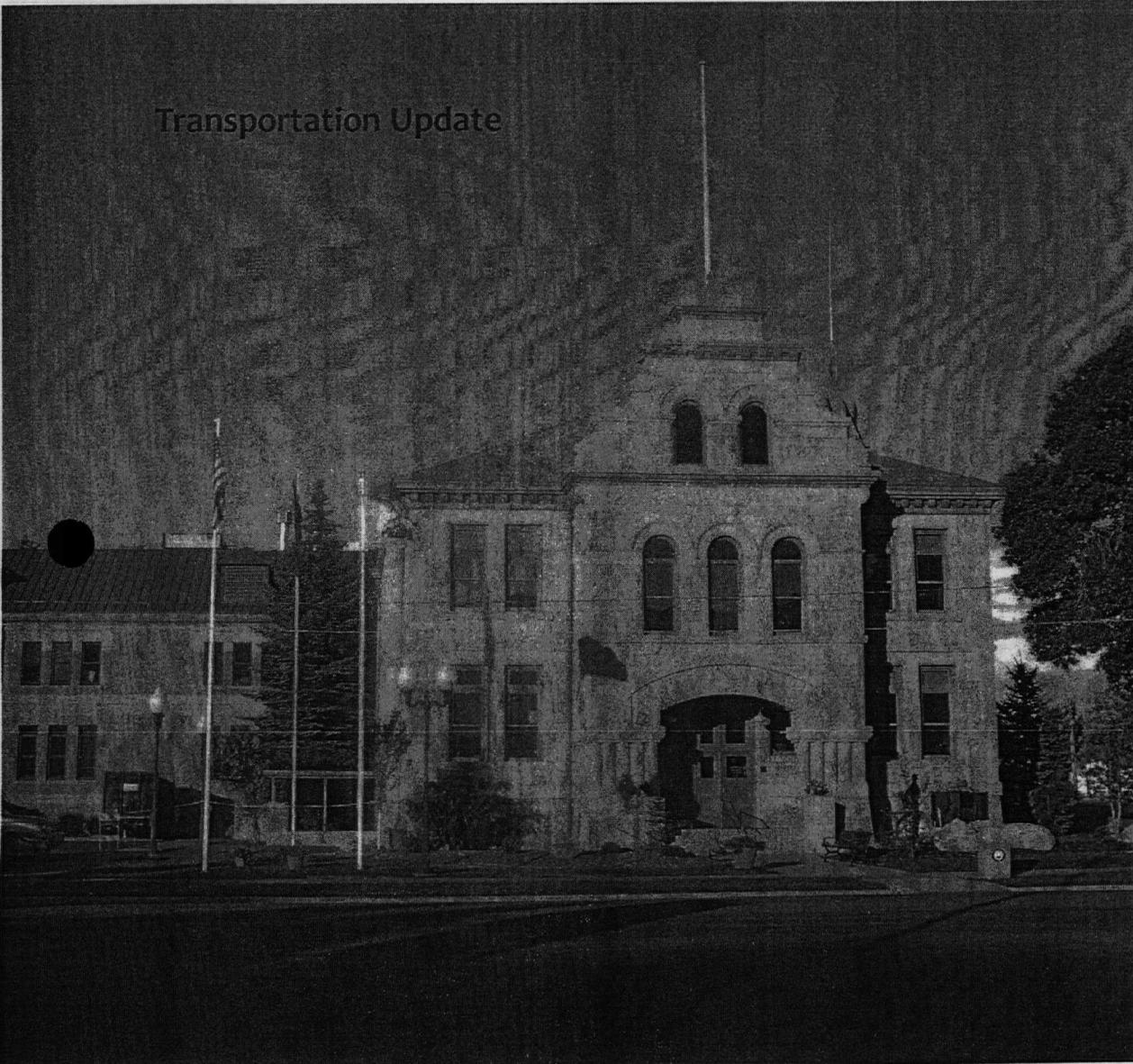
Ms. Ferris stated that a lead agency is being discussed regarding the Mountain Accord: I-80/Parley's Corridor Study. They are currently in talks with UDOT. Ms. Ferris explained that Summit County has contracted with Blancy, a local technology firm, to install real-time tracking devices which will provide Summit County and its partners with real-time transportation data. An automated alert system has been created that will go to certain stakeholders when abnormal traffic volumes are detected.

Regarding drafting key documents, she stated there are certain documents and plans that need to be in place before the County can obtain federal transit dollars. Ms. Ferris stated they will bring them to the Council for approval once those are drafted in the third quarter.

Ms. Ferris stated in terms of coordination, she's had preliminary conversations with the planning staff on how to outline strategy for insuring that the County's transportation goals are accounted for at the planning department level. In the next months they will be working together for the best practice in this regard.

Ms. Ferris concluded that the County's transportation engineer is working on his annual update of the Transportation Report, which highlights the state of the County's roads in the context of the larger transportation network.

Transportation Update



Regional Transportation  
Planning

Update – Jan. 13, 2016





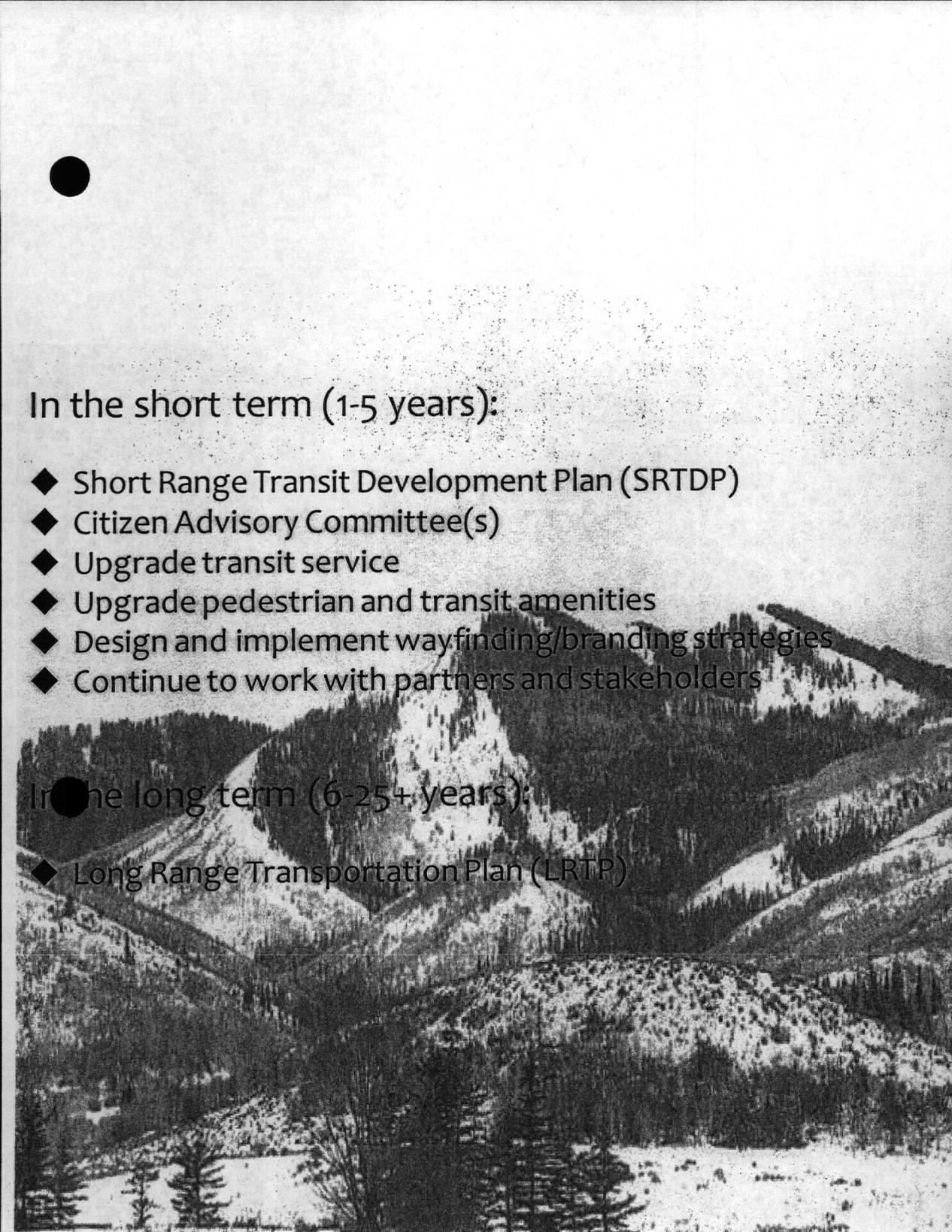
## CURRENT EFFORTS

Oh look, there's the bus stop. I could be sitting by now... #nexttimetransit

Regional Transportation Planning

Update - Jan. 13, 2016





In the short term (1-5 years):

- ◆ Short Range Transit Development Plan (SRTDP)
- ◆ Citizen Advisory Committee(s)
- ◆ Upgrade transit service
- ◆ Upgrade pedestrian and transit amenities
- ◆ Design and implement wayfinding/branding strategies
- ◆ Continue to work with partners and stakeholders

In the long term (6-25+ years):

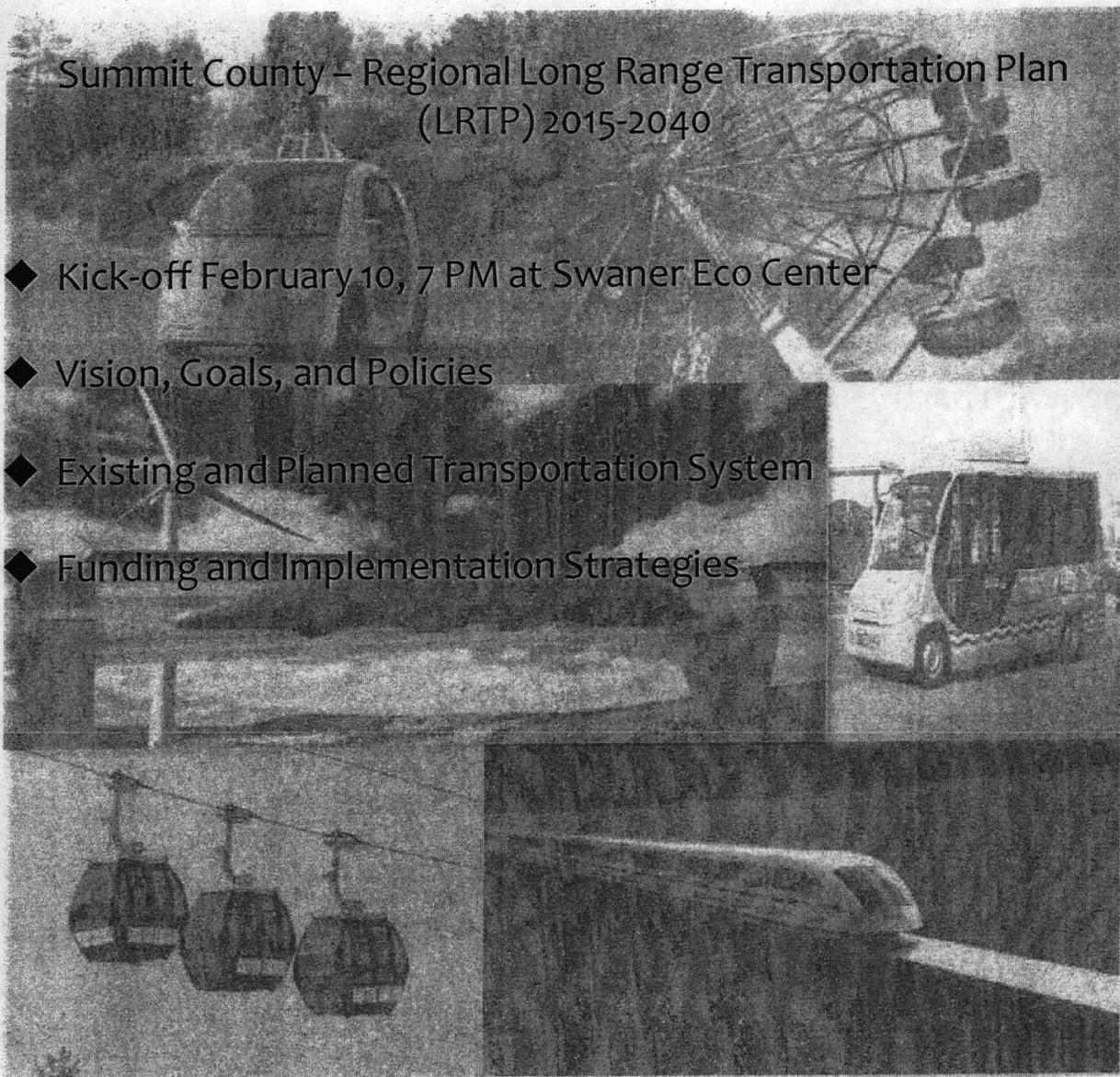
- ◆ Long Range Transportation Plan (LRTP)

PLANNING  
FOR THE  
FUTURE

Regional Transportation  
Planning

Update – Jan. 13, 2016





## Summit County – Regional Long Range Transportation Plan (LRTP) 2015-2040

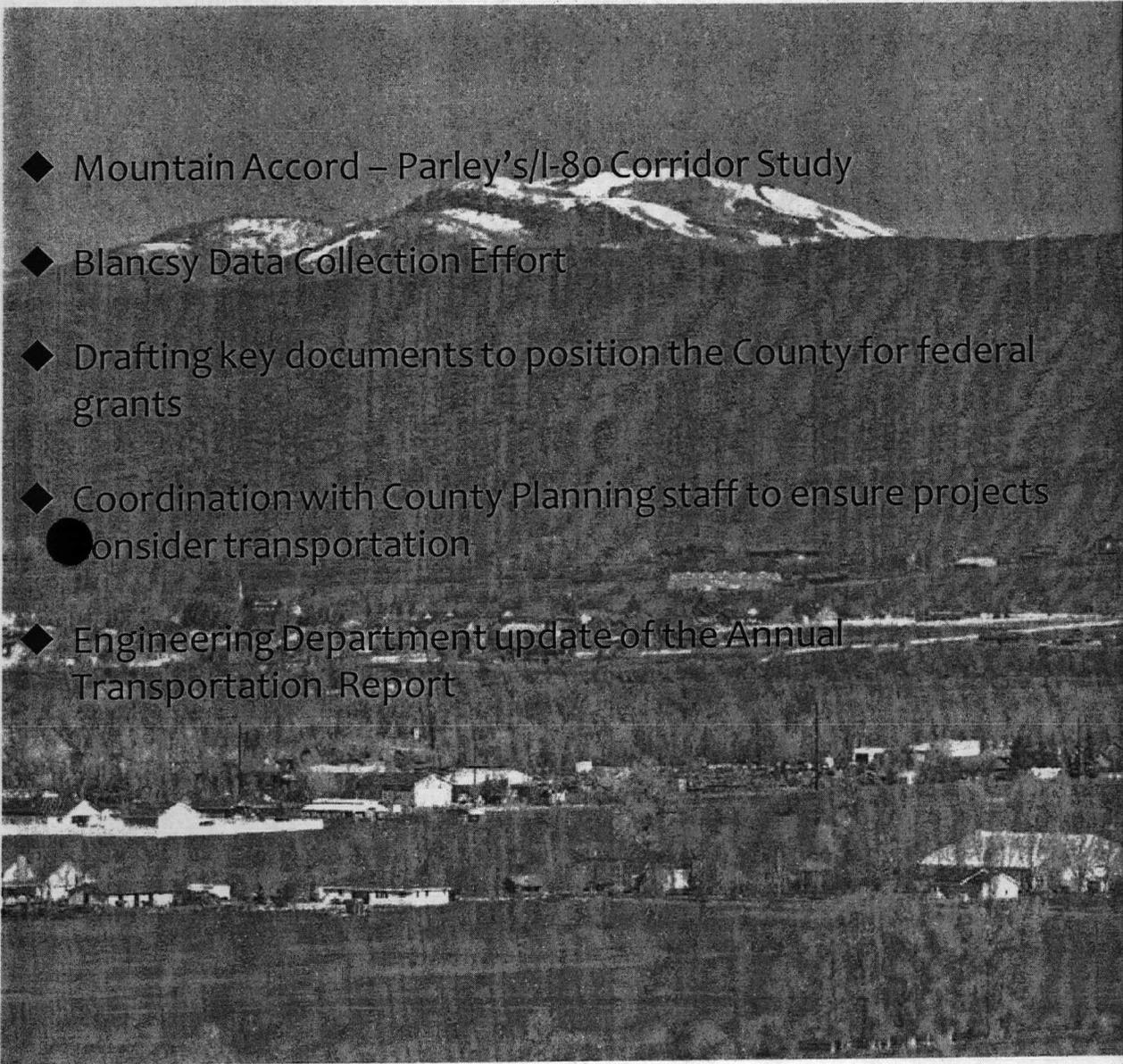
- ◆ Kick-off February 10, 7 PM at Swaner Eco Center
- ◆ Vision, Goals, and Policies
- ◆ Existing and Planned Transportation System
- ◆ Funding and Implementation Strategies

PLANNING  
FOR THE  
FUTURE

Regional Transportation  
Planning

Update – Jan. 13, 2016





- ◆ Mountain Accord – Parley’s/I-80 Corridor Study
- ◆ Blacnsy Data Collection Effort
- ◆ Drafting key documents to position the County for federal grants
- ◆ Coordination with County Planning staff to ensure projects consider transportation
- ◆ Engineering Department update of the Annual Transportation Report

**OTHER  
ITEMS**

Regional Transportation  
Planning

Update – Jan. 13, 2016

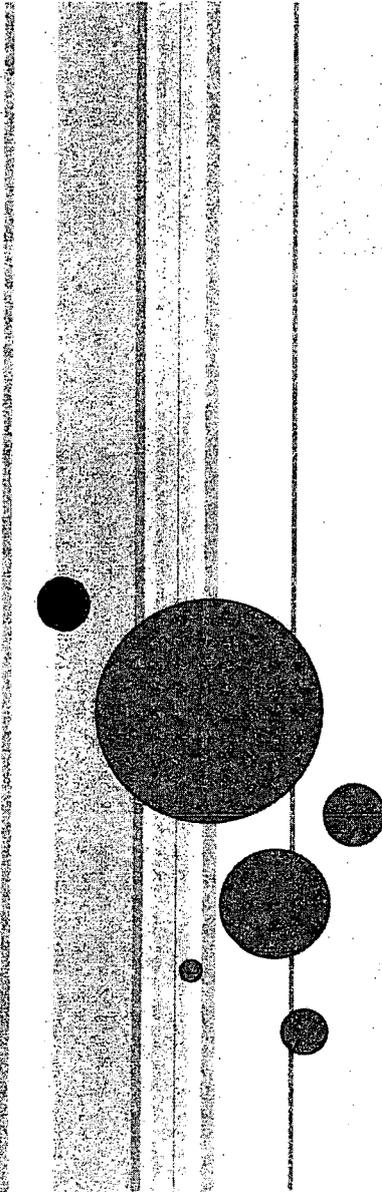


## DISCUSSION REGARDING CANYONS RVMA TRANSPORTATION MASTER PLAN

Brian Madasci and Pat Putt provided the Council with the "*Canyons Specially Planned Area Transportation Master Plan Report*." Patrick Putt, the community development director, summarized the master plan, which is to try and reduce the number of single occupancy vehicle trips into and out of the Canyons resort. This plan includes supporting a variety of transit services for guests, day skiers, residents, and employees. He stated they are focused on active transportation, which is essentially moving people in ways other than just cars, standard shuttles, and busses and instead using pathways for walking and those sorts of opportunities, not only in the resort, but also outside of the resort.

They will be creating 14 metrics that can be used to evaluate what is working and not working to determine what needs to be modified or what needs to be eliminated or replaced with something else. Mr. Putt stated the success of this plan will be the annual review of those metrics as part of the annual Canyons' review that they get every year.

Mr. Madasci stated the objective goal is to reduce 27 percent of the traffic that is going into and out of the Canyons at 100% build-out. It is estimated to reach 25% build-out in 2016. When asked by Council Member Carson how that 27% number came about, Dave Thomas stated it was a number agreed upon during a number of meetings with the Canyons' stakeholders and the County when they started the process in the early 2000s, and that 27% became a number that everyone was comfortable with. Mr. Madasci stated that the RVMA report came back and is currently at a 16% mitigation, and will use that as a starting point for reporting data.

A decorative vertical bar on the left side of the page, featuring a textured grey background with a thin black line. Several solid black circles of varying sizes are arranged vertically along the bar, with the largest circle positioned near the center. The text "CANYONS SPA TRANSPORTATION PLAN" is printed in a bold, serif font to the right of the bar.

**CANYONS SPA  
TRANSPORTATION PLAN**

# VISION & GOALS

## **Vision**

*Provide a high level of transportation service to guests, employees and residents through a seamless, comprehensive, and sustainable transportation system serving the internal, sub-regional, and regional area.*

## **Goals**

- Reduce average daily traffic to/from the resort
- Support a variety of well-used, coordinated, efficient transit services
- Provide convenient alternative modes of transportation for guests
- Provide alternative transportation for employees to/from the resort
- Implement travel demand strategies
- Create a network of internal connections to the regional bicycle and pedestrian paths

## **Objective**

- Traffic Mitigation of 27%

# MEASURING OUR OBJECTIVE

## Current Scenario

Buildout: 24%

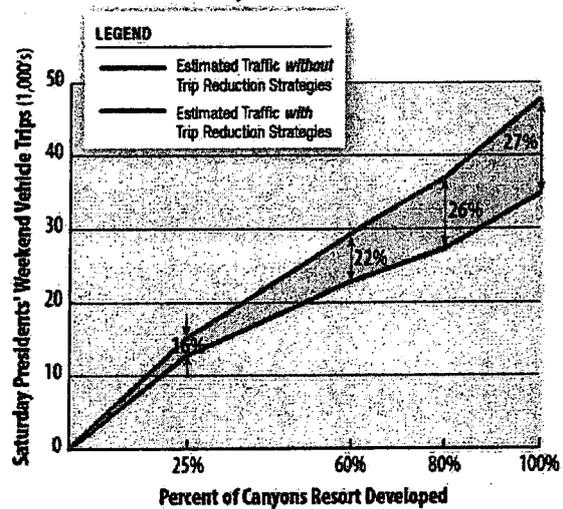
Traffic Mitigation: 16%

## Expectation

Buildout: 100%

Traffic Mitigation: 27%

**CHART 4**  
Total Estimated Design Day Vehicle Trips  
to and from the Canyons



## IMPROVEMENTS TO DATE

1. Expanded lift capacity from the resort base
2. Installed a transit center near Cabriolet
3. Expanded pedestrian pathways
4. Implemented internal circulator shuttle  
(Transitioned to regional bus service through the resort)
5. Provided an annual financial contribution to the regional bus system
6. Created TDM program incentives for employees that carpool, bike, or ride a bus to and from work
7. Participated in the Utah Transit Authority Salt Lake City-Park City Express bus system

# ONGOING MONITORING PROGRAM

## DATA COLLECTION AND ANALYSIS

- Identifies 3 strategic data collection days
- Utilizes additional traffic counter locations
- Revises placement of counters to eliminate potential for skewed data
- Initiates collection of average vehicle occupancy counts
- Assembles parking data from RVMA partners and reestablished/refined expectations
- Enhances employee transportation survey (participation, diversification, utilization)

# TRIP GENERATION SPREADSHEET TOOL

Design Day: [REDACTED]

## Baseline (Without Transportation Mitigation Strategies)

Lodging  
Total Units (Doors to Hall) [REDACTED]  
Design Day Occupancy [REDACTED]  
Occupied Units [REDACTED]  
Percent Buildout [REDACTED]

Lodging Employment  
Total Employment [REDACTED]  
% of Employees Working on Design Day [REDACTED]  
Design Day Employment [REDACTED]

Daily Skiers  
Total Daily Skiers [REDACTED]  
# of Parked Cars at All Day Skier Lots [REDACTED]  
Guest Skiers [REDACTED]  
Day Skiers [REDACTED]  
Day Skier Vehicle Occupancy [REDACTED]

Commercial Activity  
Total Commercial SF [REDACTED]  
% Restaurant [REDACTED]  
% Retail [REDACTED]  
% External Trips [REDACTED]

Ski Employees  
Total Employment [REDACTED]  
% of Employees Working on Design Day [REDACTED]  
Design Day Employee Trips [REDACTED]  
Vehicle Occupancy [REDACTED]

## Calculations and Data Collection

Calculated Daily Trips  
Total Daily Guest Trips [REDACTED]  
Total Day Skier Trips [REDACTED]  
Background Daily Traffic on Canyons Resort Drive [REDACTED]  
Total Daily Restaurant Trips [REDACTED]  
Total Daily Retail Trips [REDACTED]  
Total Ski Employee Trips [REDACTED]  
Total Calculated Daily Trips [REDACTED]

Data Collection - Traffic Counts  
Actual Count on Canyons Resort Drive on Design Day: [REDACTED]  
Actual Count on Cooper Lane on Design Day: [REDACTED]  
Actual Count on Frostwood Drive on Design Day: [REDACTED]

Trip Reduction Due to Transportation Mitigation Strategies

## STRATEGIES TO INCREASE REDUCTION FROM 16% TO 27%

- Tier 1 Strategy - Considered a top priority that will be implemented in the next 36 months
- Tier 2 Strategy - A mid-range implementation period; could be implemented as pilot projects; initiated between 30 to 60 percent development
- Tier 3 Strategy - A longer implementation period; likely to be initiated between 60 to 100 percent development

# MITIGATION STRATEGY SUMMARY TABLE

Strategy	Transportation User Group	Responsible Party	Tier for Initiating Strategy	Potential Design Day Trip Reduction at Buildout	Estimated Annual Cost
Participate in Summit County TMA	All	RVMA	Tier 1	Supports Canyons Village Reduction Goals	\$0
Hire Part Time Transportation Coordinator	All	RVMA	Tier 1	Supports Canyons Village Reduction Goals	\$40K
Parking Management	All	Ski Area / Lodges / RVMA	Tier 1	Supports Canyons Village Reduction Goals	\$0
Transportation Checklist	Overnight Guests/ Employees	RVMA/Developments	Tier 1	Supports Canyons Village Reduction Goals	\$0
Replay Master Plan Coordination	Overnight Guests	RVMA/Replay	Tier 1	Supports Canyons SPA Reduction Goals	\$0
Guest Transportation Info Initiative	Overnight Guests	RVMA	Tier 1	10K	\$25K
Employee Training for Guest Transportation	Overnight Guests	RVMA	Tier 1	Supports Guest Transportation Initiative	\$50K
Increase Ridership of PC - SLC Connect	All	UTA/RVMA	Tier 1	50	\$10K
Car Share Program	Overnight Guests	Private Operator	Tier 1	Supports Guest Transportation Initiative	\$0
Bike Share Program	Overnight Guests	Private Operator	Tier 1	Supports Guest Transportation Initiative	NA
Taxi/Ride Share Services	Overnight Guests	RVMA	Tier 1	Supports Guest Transportation Initiative	\$0
Enhance PC - SLC Connect	All	UTA/RVMA	Tier 2	400	\$160K
Expanded Employee Shuttle	Employee	RVMA	Tier 2	100-250	\$250K
Increase AVO	Day Skier/Employee	RVMA	Tier 2	1,750	\$450K
Real-time Passenger Info	Day Skiers/Overnight Guests/Employees	PCT/RVMA	Tier 2	Supports improved transit information	NA
Shelters and Passenger Amenities	Day Skiers/Overnight Guests/Employees	RVMA	Tier 2	Supports improved transit service	NA
Enhance Park City Transit	All	PCT/RVMA	Tier 2/3	650	\$275K
Guaranteed Ride Home	Employees	RVMA	Tier 3	Supports improved transit service	\$20K
Coordinated Demand Responsive Shuttle	Overnight Guests	RVMA	Tier 2/3	Supports Guest Transportation Initiative	NA

# EVALUATION TECHNIQUES

Strategy	Measurement
Participate in Summit County TMA	RVMA staff will attend scheduled meetings of the Greater Park City Transportation Management Association
Hire part-time transportation coordinator	Transportation Coordinator will provide quarterly and annual transportation reports to RVMA Management
Transportation checklist	RVMA will complete transportation checklist with key development staff and submit to Summit County as part of the application for certificate of occupancy
Guest transportation info initiative	Transportation Coordinator will develop/revise materials as needed at the beginning of each season; Maintain current resort contacts to assist with information dissemination
Employee training for guest transportation	Provide seasonal trainings to SPA employees on guest transportation options
Increase ridership of PC-SLC Connect	# of subsidized passes provided to employees per month; # of employee rides per month
Enhance PC-SLC Connect	Meet (at least) quarterly with UTA, Summit County, Park City Transit
Car Share Program	# of hours per month; # of expanded vehicles per month
Expanded employee shuttle	# of riders per month; % increase over previous years in riders and hours
Vanpool program (30 vans, 10 pass per van)	# of riders per month; % increase over previous years in riders and hours
Enhance Park City Transit services	# of riders per month originating in/around Canyons Village area
Shelters and passenger amenities	Annual review of conditions and amenities, prior to meeting with PCT and Summit County
Guaranteed Ride Home	# of uses per month; two informational contacts per month
Implement coordinated shuttle services	# of riders per month; % increase over previous years in riders and hours

## REMAINING RELEVANT IN A CHANGING ENVIRONMENT

- *Driving initiatives, motivating contributors, engaging collaboratively, advancing opportunities.*
- Annual reporting
  - Evaluate strategies
  - Identify potential new strategies
- 2019 in-depth evaluation of the trip reduction strategies
- Canyons RVMA will revise the SPA TMP regularly (every five years) to reflect updates in planned development activity and the transportation network.

Vice-Chair Robinson asked Mr. Madasci how the RVMA activities are funded and Mr. Madasci responded that the primary sources that provide funding are through the Annual Member Assessments or through their Real Estate Transaction Assessments.

Vice-Chair Robinson asked if the RVMA has a responsibility to build work force housing and when that would be "triggered," which could also affect transportation in and out of the Canyons. Mr. Madasci responded that the RVMA does have the responsibility to build work force housing once that 25% build-out threshold is met in 2016. The RVMA will provide an update to the County by year end will be submitting a definitive plan as outlined in the development agreement that will show what they're going to build, when they're going to build it, and when they'll build it.

### **SERVICE REPORT BY ROCKY MOUNTAIN POWER INCLUDING ENERGY EFFICIENCY, PHILANTHROPY, RENEWABLE ENERGY**

Chad Ambrose, on behalf of Rocky Mountain Power, provided the Council with a 2015 Service Report. Mr. Ambrose reported in 2015, Rocky Mountain Power did \$19,400 in sponsorships for communities, and served over 606 million kilowatt-hours. He stated the average home uses about 750 kilowatt-hours per month.

Mr. Ambrose explained through Rocky Mountain Power's shareholders, Pacific Corp. -- which is basically the holding company for Rocky Mountain Power and Pacific Power -- rolls up to an entity called Berkshire Hathaway Energy. The shareholders in essence provide funding for RMP to be able to be engaged in Utah communities.

In 2015, Rocky Mountain Power did \$19,400 in sponsorships for communities and they also provide in-kind work. RMP has erected several eagle nesting platforms along with Blue Heron platforms, which allows for proper migration and proper habitat for these birds.

Mr. Ambrose explained the details of the Rocky Mountain Power Foundation. He stated in 2015 RMP gave out just over \$25,000 in foundation grants to non-profits, civic, welfare, and education. Mr. Ambrose stated RMP has four different cycles throughout the year that non-profits and government agencies can apply to, and they can provide some funds that help administer really important programs.

Mr. Ambrose discussed RMP's Blue Sky Program. He explained it's a voluntary, renewable-energy credit-based program in Summit County. The Blue Sky Program has 2500 customers that are voluntarily signed up to expand renewable energy in the region, and RMP has granted just over \$37,000 for Blue Sky grants for community projects.

# Rocky Mountain Power Summit County Service Report 2015

Rocky Mountain Power serves all of Summit County, including all the municipalities that reside in the area. It is an honor to do so and besides providing safe and reliable electricity, we have been deeply involved in the community.

## Rocky Mountain Power Facts for Summit County:

- 27,763 customers served
- 606,279,396 kilowatt-hours delivered
- 10 substations

## Rocky Mountain Power Sponsorships: \$19,400

- Coalville Car Show
- Francis Frontier Days
- Henefer Independence Days
- Kamas Fiesta Days
- Kimball Art Center
- Oakley Rodeo
- Park City Extreme Cup
- Park Silly Market
- Summit County Fair

## Rocky Mountain Power In-Kind Community Work: \$8,500

- Blue Heron Nesting Platforms\*
- Coalville Holiday Lights
- Eagle Nesting Platforms\*
- Henefer Holiday Lights

## Rocky Mountain Power Foundation: \$25,500 *(Multiple nonprofit organizations in Summit County)*

## Blue Sky<sup>SM</sup> Program

- 2,550 voluntary customer participants in Summit County
- \$37,740 in Blue Sky funding awards

## Utah Solar Incentive Program

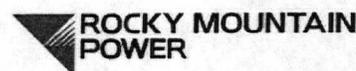
- \$54,188 in incentives in Summit County

**Subscriber Solar Program** – Developed and approved by the Utah Public Service Commission in 2015. This program will be an excellent resource to assist Summit County residents and businesses. To express interest send an email to [subscribersolar@pacificorp.com](mailto:subscribersolar@pacificorp.com).

**Georgetown University Energy Prize** – Providing significant support and outreach for the Summit County Power Works initiative to win the Energy Prize. Support includes quarterly reporting on all energy consumption among residential and municipal buildings in Summit County, wattsmart<sup>®</sup> presentations and solar programs.

**wattsmart Program** - In the past 12 months, large-scale county/municipal projects have saved 259,586 kilowatt-hours. This does not include all the commercial and residential energy savings initiatives that are implemented inside Summit County. A typical Utah home uses 750 kilowatt-hours per year.

\*In conjunction with Utah Division of Wildlife Resources.



Let's turn the answers on.

Mr. Ambrose stated that RMP also has a solar program called the Utah Solar Incentive Program, which is a program that's funded by all Utah customers that provides .3 cents per kilowatt-hour into a fund that is administered via lottery every year. This program has \$50 million earmarked that will trade over 50 megawatts of solar PV in the state of Utah.

Council Member Carson asked Mr. Ambrose if there is any consideration of renewing the program, which is set to sunset in 2017. Mr. Ambrose replied there's different evaluations going on right now for the Utah Solar Incentive Program, including changing the program away from residential and targeting more commercial, but he does not have an answer just yet as far as the program not sun setting.

Mr. Ambrose stated RMP is establishing a program called the Subscriber Solar Program that's going to development 20 megawatts of utility fuel solar. This program will provide a fixed-cost to customers, which will provide a hedging opportunity as rates continue to change. The rights will be owned by the utility, but then retired on behalf of the subscribing customer. The program has been approved by the Utah Public Service Commission and will likely be located in South Central Utah. The program will become live in about May or June of 2016. Currently customers can send an email to [subscribersolar@pacificorp.com](mailto:subscribersolar@pacificorp.com) to be put on a list to receive an email notifying them when this first-come-first-serve program becomes live.

Mr. Ambrose concluded his discussion by stating how important the *wattsmart* Program is for energy efficiency. He stated RMP would love to see its customers use this incentive-based program found online because it pushes out the need for RMP to build expensive generation.

### DISCUSSION REGARDING WATER SOURCE PROTECTION

Rich Bullough, the Summit County Health Director, introduced Scott Paxman who led the initial discussion regarding Source Protection for Weber River Drainage. Mr. Paxman stated the Water Quality Advisory Group was established in 2013. One of the first major issues the group had to address was the Tesoro Pipeline alignment proposed along the Weber River.

Mr. Paxman explained the PowerPoint presentation and graphs of Projected Growth from 2010 to 2030. The lower picture indicates a graph that we have in Weber Basin's Drinking Water Source Protection Plan, which was created back in 2002. Part of the requirement for that plan is that any potential contamination sources within a half mile of a major river or contributory be identified. The dots on the graph indicate a possible or potential contamination source.



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MEMORANDUM

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DATE: January 13, 2016  
TO: Summit County Council  
FROM: Rich Bullough for Water Quality Advisory Group  
RE: Source Protection for the Weber River Drainage

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The Weber River is born in Summit County, high within the Uinta Mountains, and flows over 100 miles to the Great Salt Lake at Ogden Bay. Between the headwaters and Ogden Bay, the Weber flows through wildlands, farms and ranches, and the Summit County communities of Oakley, Peoa, Wanship, Hoytesville, Coalville, Henefer, and several other small communities. In addition to the main Weber, tributaries such as Beaver Creek, Chalk Creek, Echo Creek, East Canyon Creek, Lost Creek, and many others flow from sources within Summit County. In all, the watershed of the Weber River covers nearly 2500 square miles.

The importance of the Weber River in providing water for multiple uses in northern Utah cannot be overstated. In addition to providing water for agriculture, recreation, and other community uses along the waterway, the Weber River provides culinary water to over one-half million residents along the Wasatch Front. It is clear that this important natural resource needs to be protected.

In 2013, under the direction of the Summit County Council, the Summit County Water Quality Advisory Group was formed. This body has discussed and addressed a variety of issues ranging from the Tesoro Pipeline proposal to water availability and quality. One issue that is crosscutting, running through all the topics addressed by the group, is water source protection...specifically, source protection for the Weber River.

There are several partnerships and organizations within Utah that have made strides towards successful source protection of both Weber River tributaries and other larger primary rivers such as the Provo. However, there is currently no comprehensive, coordinated effort to protect the many critical waters sources of the Weber River within Summit County.

Therefore, the purpose of this Summit County Council work session is to initiate a public discussion about Weber River source protection within Summit County and begin the process of identifying strategies to move forward with this goal in mind.

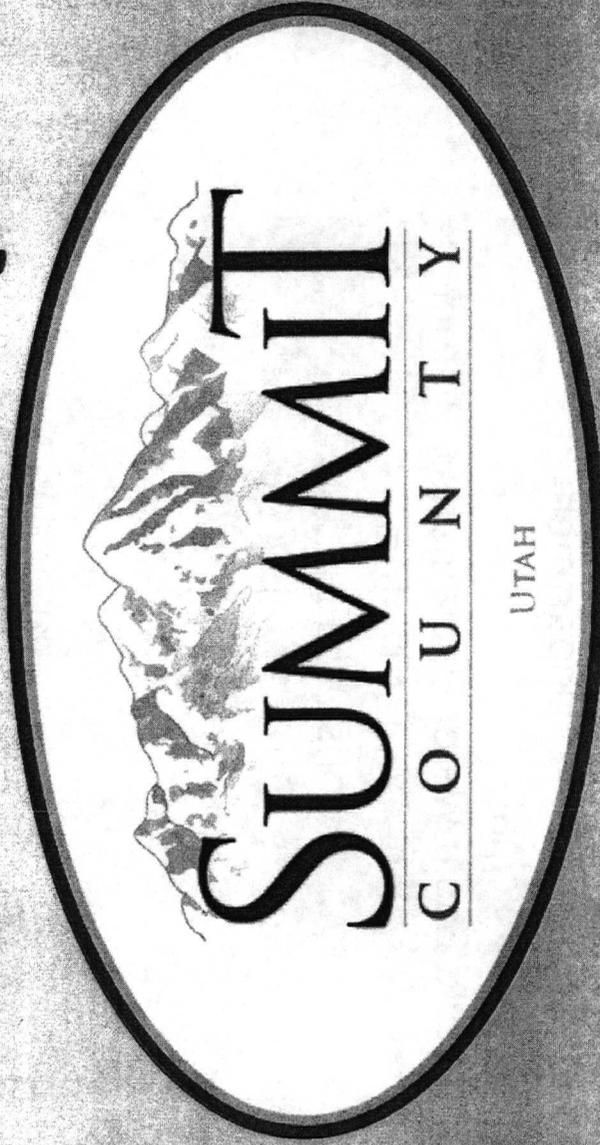
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435-333-1500  
Fax: 435-333-1580

**KAMAS OFFICE**  
110 North Main  
Kamas, UT 84036  
435-783-4351 ext. 3071  
Fax: 435-783-6021

PROTECTING THE QUALITY

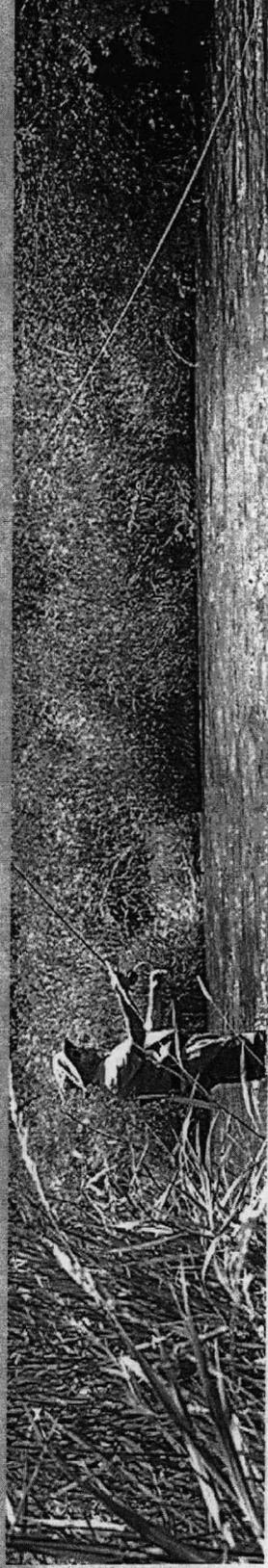


OF OUR WATER

Summit County Water Quality Advisory Group

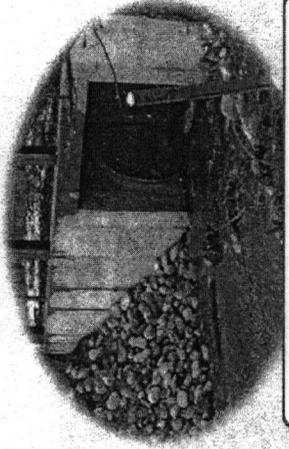
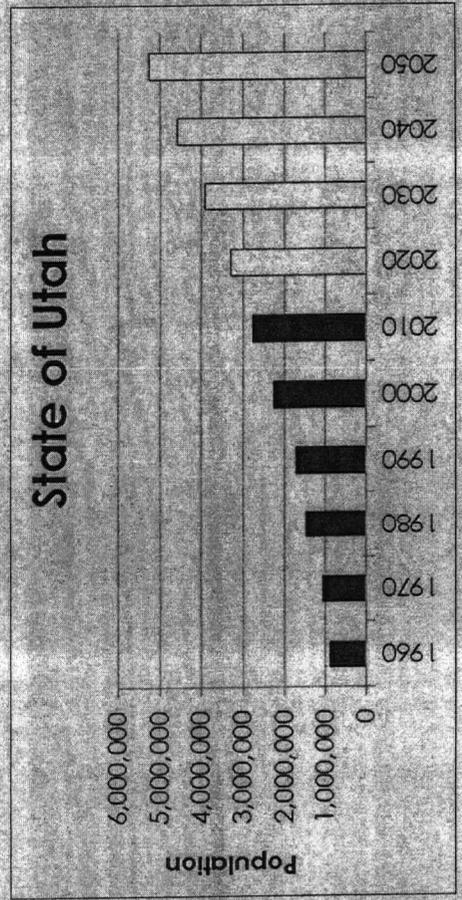
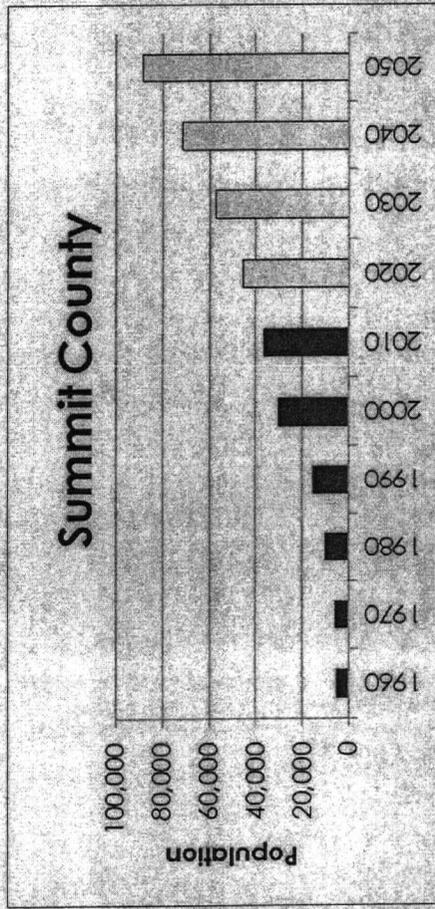
## SUMMIT COUNTY WATER QUALITY ADVISORY GROUP

- Established in 2013
- Initial effort dealt with the Tesoro Pipeline proposal
- The group includes:
  - Summit County Health Department
  - Park City Municipal
  - Snyderville Basin Water Reclamation District
  - Mountain Regional Water District
  - Natural Resource Conservation Service
  - Department of Environmental Quality
  - Summit County Planning/Zoning/Engineering Dept.
  - Weber Basin Water Conservancy District
  - Utah Association of Conservation Districts
  - Utah Department of Agriculture and Food

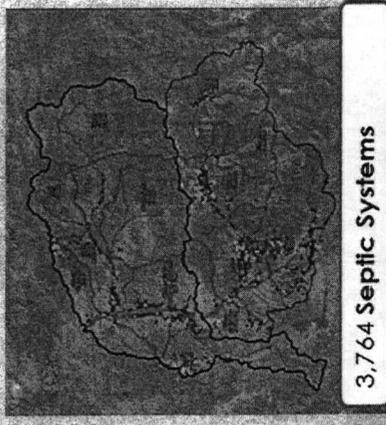


# PROJECTED GROWTH FROM 2010 TO 2030

- Utah: 42%
- Summit County: 56%
- Summit County WWTP flows: 82%



Stormwater runoff from 17,000 acres of developed land



3,764 Septic Systems

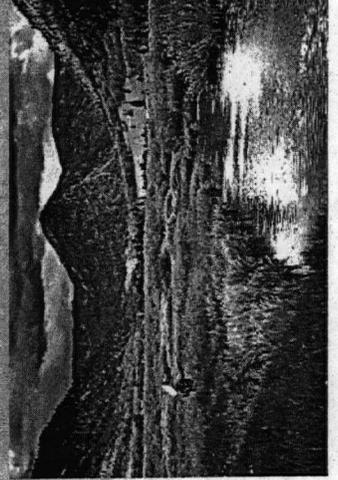
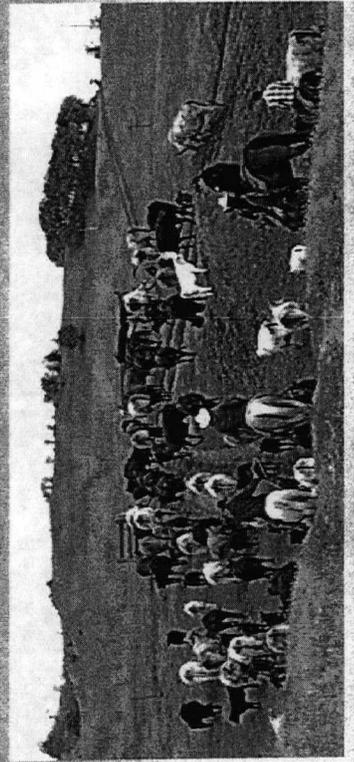
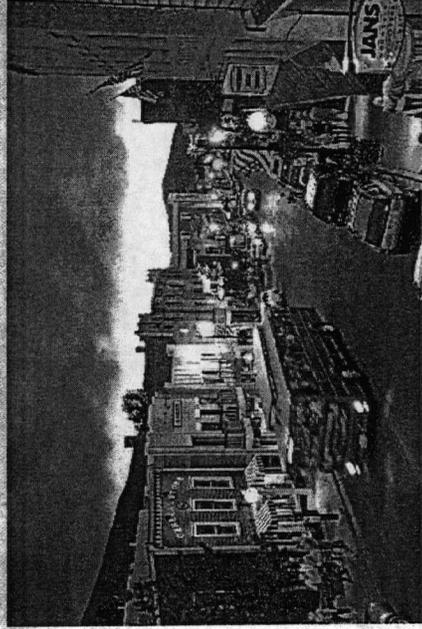
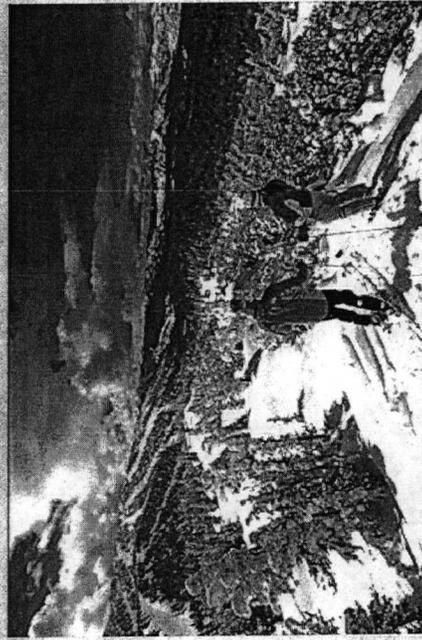


Stream erosion on Weber River and South Fork Chalk Creek



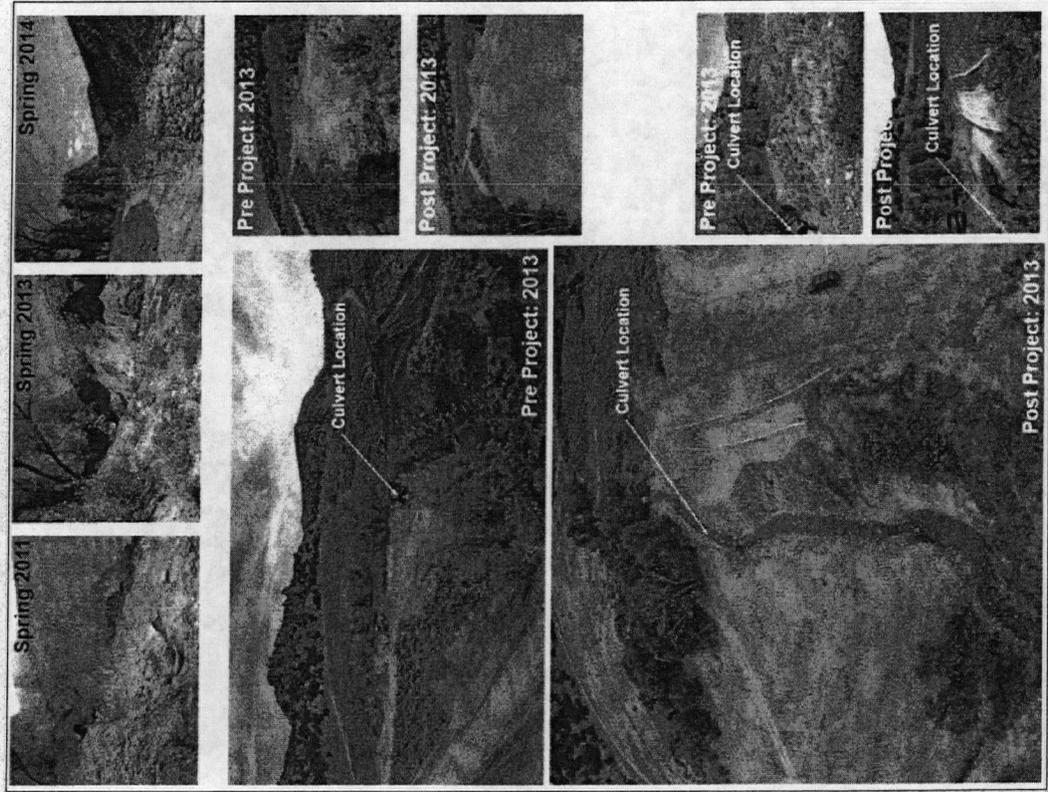
## REQUEST A STRONG PARTNERSHIP

- To develop and promote multi-agency coordinated efforts
- To integrate water quality considerations into early land use planning
- Promote feasible, effective planning and development in land use areas that impact surface and groundwater quality
- Promote sustainable development

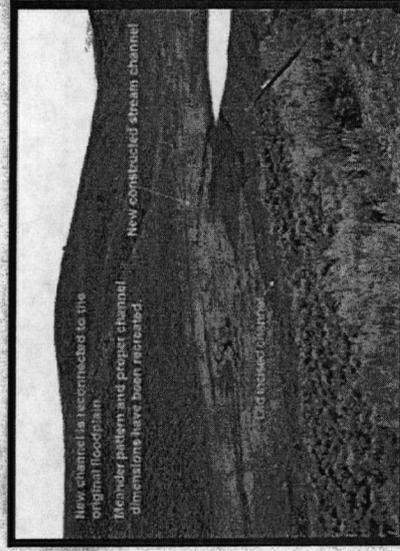


# EXAMPLES OF SUCCESSFUL PARTNERSHIPS

## Fish Creek Restoration



## Rees Creek Project



Partnership with EPA, DEQ, WBWCD, Castle Rock Land and Livestock, UACD, UDAF, & NRCS

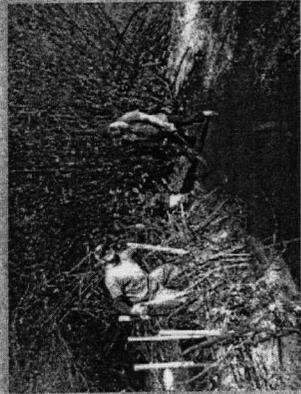
This project achieved an average annual removal of TSS from Rees Creek of 88.5% below the project sites.

# EXAMPLES OF SUCCESSFUL PARTNERSHIPS

## East Canyon Creek Watershed Committee



- Swaner Eco Center
- Snyderville Basin Water Reclamation District
- Weber Basin Water Conservancy District
- Division of Water Quality
- Trout Unlimited
- NRCS, UDAF, & UACD



*Trout Unlimited, Swaner Nature Center and High Country Flyfishers organized more than 200 volunteers to help restore East Canyon Creek on Epic Promise Day*

## Provo River Watershed Council

- PRWC stakeholders
- Wasatch County
  - Water Districts and Water Systems
  - Bureau of Rec. & other Federal Agencies
  - Conservation District
  - State Division of Water Quality
  - Others

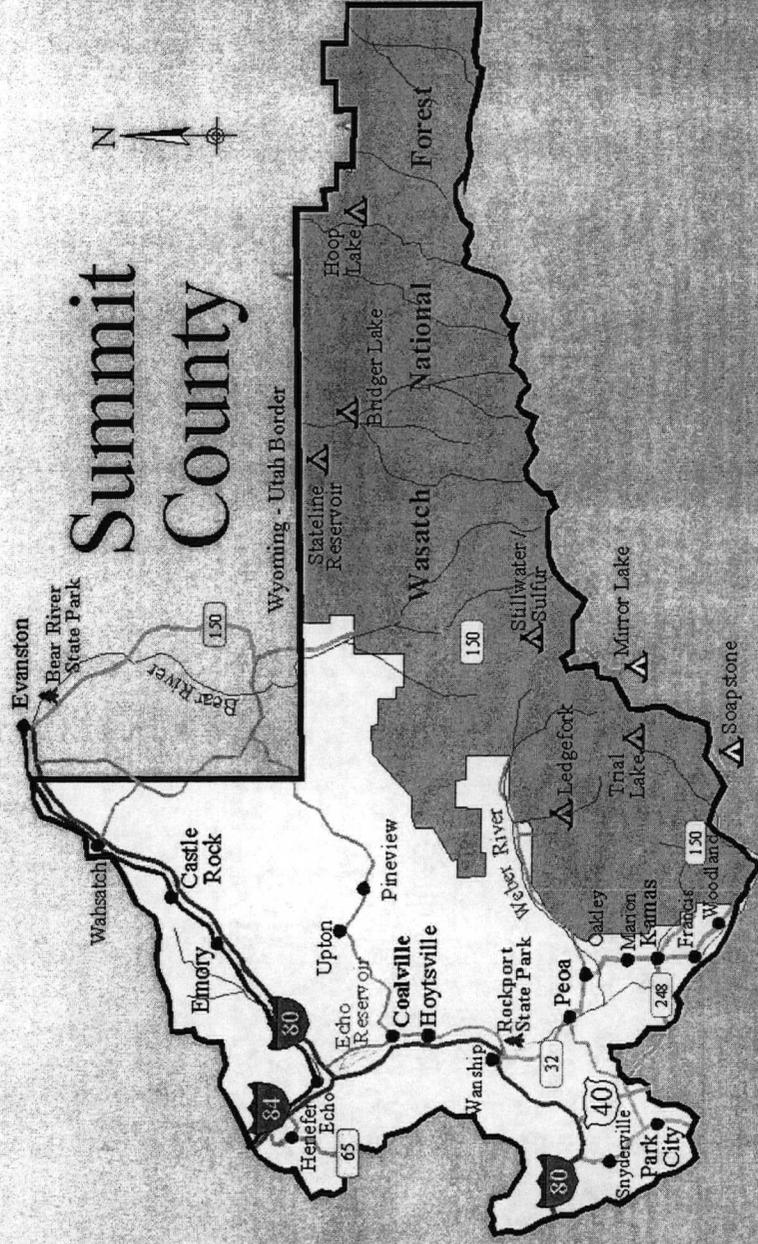


- PRWC objectives
- Monitors water quality trends
  - Offers financial and technical assistance to Stakeholders
  - Provides Plan Review and/or construction observation for Critical Projects
  - Provides Education and Outreach

PRWC accomplishments

- ✓ Cascades II Fire and Cascades Spring Rehabilitation
- ✓ Joint Source Water Protection Plan
- ✓ Spring Creek Monitoring
- ✓ Wallsburg CRMP Project Funding
- ✓ Main Creek Restoration
- ✓ Jordanelle Basin Master Plan with Overlay Zone & Development Review
- ✓ Jordanelle Reservoir Resource Management Plan

This Partnership will help sustain Summit County's recreational economy and safeguard our precious drinking water supplies



The Summit County Water Quality Advisory group appreciates the opportunity to present to the Council today

Vice-Chair Robinson asked if the realignment goal of the Tesoro has been achieved. Mr. Paxman replied that approximately 75 percent of the issues were being addressed and are well on their way to addressing the rest of the issues. He stated the water that's generated in Summit County basically not only provides drinking water for Summit County but also 600,000 people downstream from Summit County.

Mr. Paxman stated some examples of successful partnerships including Fish Creek Restoration, the Rees Creek Project, the East Canyon Creek Watershed Committee, and the Provo River Watershed Council, and concluded the goal and hope is that this partnership will help sustain Summit County's water quality effort.

Vice-Chair Robinson asks if there has been any effort to adopt an amended Source Protection Plan that shows the intake on the Lost Creek Pipeline. Mr. Paxman replied that an updated source water protection plan that added Lost Canyon Diversion as well as East Canyon for that water treatment were submitted to the Division of Drinking Water and accepted.

Dave Thomas, Deputy Attorney, stated the DEQ has regulations that require a public water systems to submit these source protection plans and update them, and each of these water entities do not have the ability to regulate land uses and other things within the source protection zone. Only the County or a city has that regulatory authority. He stated he believes in the future this advisory body may be coming before the Council to ask them to do something in terms of their regulatory powers.

Vice-Chair Robinson asks Rich Bullough how much water shed capacity in acre feet has been reserved for parts of eastern Summit County or municipalities. Mr. Bullough replied there were originally 1,000 acre-feet reserved by the County, and then the County asked the cities to make reservations for that water, and there were only a handful of cities that decided to make that reservation. Vice-Chair Robinson asked Mr. Bullough if they could research water shed figures and let the Council know how much water has been reserved for Summit County and who's reserved it.

Mr. Paxman asked the Council if they would be interested in having future conversations about what is going to occur with an East Side Plan. This would include what kind of soils are available and what water sources are being looked at. Council Member Carson replied it's safe to say that the Council is really supportive of adding additional levels of protection.

### REGULAR MEETING

Chair Carson called the regular meeting to order at 4:40 p.m.

- **Pledge of Allegiance**

**CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 854,  
AMENDMENT TO TITLE 2, CHAPTER 9, MOUNTAIN REGIONAL WATER  
SPECIAL SERVICE DISTRICT**

**CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 855,  
AMENDMENT TO TITLE 2, CHAPTER 21, SNYDERVILLE BASIN SPECIAL  
RECREATION SERVICE DISTRICT**

**CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 856,  
AMENDMENT TO TITLE 2, CHAPTER 25, NORTH SUMMIT FIRE SERVICE  
DISTRICT**

**CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 857,  
AMENDMENT TO TITLE 2, CHAPTER 24, PARK CITY FIRE SERVICE DISTRICT**

Deputy County Attorney, Dave Thomas, briefly reviewed how the Council wanted to make a change in the governing ordinances that would require the four large special service districts to have their budgets approved by the County Council upon recommendation by their Districts. Mr. Thomas indicated the Council wanted to approve the budget, but also the capital facilities plan and master plans.

He explained the Council talked about the County Attorney being the primary legal counsel for the Districts, and that if the County Attorney had a conflict or it was not an area of his expertise or did not have sufficient resources, the Districts could basically get an exception from the County Attorney to get independent legal counsel.

Mr. Thomas stated the Council had also discussed having an inter-local agreement with each of the districts in order to spell out any specific services the county was going to provide to these independent districts. That would be legal services. Mr. Thomas reminded the Council, four years ago, the Council took back the human resources authority from each of these special districts, and that Council Member McMullin then put out a letter that basically interpreted that to mean each of the districts would still do day-to-day personnel services that they provided to each of their districts, but that Brian Bellamy, the Council's Director of Human Resources would be kept in the loop.

This proposed inter-local agreement would more formalize that and provides that Mr. Bellamy have supervisory authority over HR staff, which would mean that Council would still have administrative control boards.

Mr. Thomas explained the Districts will still make all the final personnel decisions. It just means that before they get to that point, Brian Bellamy would be able to see what's come up to make sure that it complies with individual policies and procedures.

Mr. Thomas stated there are two other areas potentially in the inter-local agreement: One is IT services, and the other is Engineering Services.

**ROBERT K. HILDER  
COUNTY ATTORNEY**



**Criminal Division**

**MATTHEW D. BATES**  
Chief Prosecutor

**JOY NATALE**  
Prosecuting Attorney

**RYAN P. C. STACK**  
Prosecuting Attorney

**IVY TELLES**  
Prosecuting Attorney

Summit County Courthouse \$ 60 N. Main \$ P.O. Box 128 \$ Coalville, Utah 84017  
Telephone (435) 336-3206 Facsimile (435) 336-3287  
email: (first initial)(last name)@summitcounty.org

**Civil Division**

**DAVID L. THOMAS**  
Chief Deputy

**JAMI R. BRACKIN**  
Deputy County Attorney

**HELEN E. STRACHAN**  
Deputy County Attorney

**LÉGAL MEMORANDUM**

**To:** County Council

**From:** David L. Thomas, Chief Civil Deputy

**Date:** January 5, 2016

**Re:** Special Service District Governance Amendments

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1. During the 2015 Council Retreat, direction was given to the County Attorney's Office to prepare amendments to the governing ordinances of Mountain Regional Water, Snyderville Basin Recreation, Park City Fire and North Summit Fire to do the following:

a. Reserve to the Council the authority to approve budgets, capital facilities plans, and master plans. The Administrative Control Boards would provide a recommendation to the Council.

b. Assign the County Attorney as the primary legal counsel to each district.

2. The Council also directed the County Attorney to begin preparing Interlocal Agreements with the districts to provide a variety of services so as to bring economies of scale and County HR supervisory oversight to the districts. The Interlocal Agreements are in the process of being drafted and include legal services, HR supervisory services, IT services and engineering services. The draft Interlocal Agreements will be vetted by the County Manager prior to sitting down with each district and working through a final Agreement. The Council indicated that its expectation would be to execute the Interlocal Agreements prior to the 2017 budget cycle.

3. Attached are the Governance Amendments to the four districts.

Mr. Thomas stated the Council had discussed that the inter-local agreement would be something that would be worked on and hopefully finished before the next budget cycle. The budget cycles start in June, so those inter-local agreements would need to be finished in the next five months or so.

Paul Hewitt, Park City Fire Chief, approached the Council and asked them to consider a possible amendment to Title 2, Chapter 24, Paragraph K by changing the verbiage of "the approval of the county attorney" and amend it to say "prior notification to county attorney before we use outside legal counsel." So "approval" versus "prior notification."

Chair Armstrong suggested leaving the language the way it is, but providing the Chief with a notice or memorandum that consulting with a particular outside lawyer is deemed approved, so long as the Chief communicates this with Council's Attorney.

Attorney Robert Hilder stated he is available 24/7 when an issue arises, and explained how important it is with HR issues to run things through Brian Bellamy's office so that everyone is in the loop in order to avoid all kinds of different problems.

**Council Member Carson made a motion to approve Ordinance No. 854, Amendment to Title 2, Chapter 9, Mountain Regional Water Special Service District. The motion was seconded by Council Member McMullian and passed unanimously, 5 to 0.**

**Council Member Carson made a motion to approve Ordinance No. 855, Amendment to Title 2, Chapter 21, Snyderville Basin Special Recreation Service District. The motion was seconded by Council Member Adair and passed unanimously, 5 to 0.**

**Council Member Carson made a motion to approve Ordinance No. 856, Amendment to Title 2, Chapter 25, North Summit Fire Service District. The motion was seconded by Vice-Chair Robinson and passed unanimously, 5 to 0.**

**Council Member Carson made a motion to approve Ordinance No. 857, Amendment to Title 2, Chapter 24, Park City Fire Service District. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.**

**AMENDMENT TO TITLE 2, CHAPTER 9, MOUNTAIN REGIONAL WATER  
SPECIAL SERVICE DISTRICT**

**ORDINANCE NO. 854**

**PREAMBLE**

**WHEREAS**, the Summit County Council (the "Council"), acting as the governing body of the Mountain Regional Water Special Service District (the "District"), and pursuant to UCA §17D-1-301(1), finds that there is a need to clarify various provisions within the governance structure of the District; and,

**WHEREAS**, it is the purpose of this Amendment to effectuate these changes to the governing ordinance of the District;

**NOW, THEREFORE**, the County Council of the County of Summit, State of Utah, ordains as follows:

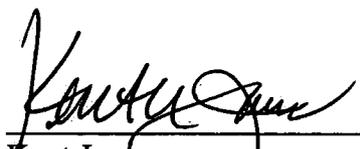
**Section 1. Amendment.** Mountain Regional Water Special Service District, Title 2, Chapter 9 of the Summit County Code is amended in accordance with Exhibit A herein.

**Section 2. Effective Date.** This Ordinance shall take effect 15 days after approval and upon publication in accordance with law.

Enacted this 13 day of January, 2016.

ATTEST:

Summit County Council

  
\_\_\_\_\_  
Kent Jones  
Summit County Clerk



  
\_\_\_\_\_  
Roger Armstrong, Chair

*David L. Thomas*

Approved as to Form  
David L. Thomas  
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Armstrong \_\_\_\_\_  
Councilmember Robinson \_\_\_\_\_  
Councilmember Adair \_\_\_\_\_  
Councilmember Carson \_\_\_\_\_  
Councilmember McMullin \_\_\_\_\_

**EXHIBIT A**

## **Chapter 9**

# **MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT**

### **2-9-1: DEFINITIONS:**

### **2-9-2: ESTABLISHED:**

### **2-9-3: AUTHORITY AND DUTIES:**

### **2-9-4: POLICIES, PROCEDURES, REGULATIONS:**

### **2-9-5: COMPOSITION:**

### **2-9-6: TRANSACTING BUSINESS:**

### **2-9-7: BUDGET:**

### **2-9-8: BYLAWS; MEETINGS:**

### **2-9-9: INDEMNIFICATION:**

### **2-9-10: INSURANCE:**

### **2-9-11: GOVERNING AUTHORITY:**

### **2-9-1: DEFINITIONS:**

**BOARD:** The mountain regional water special service district administrative control board.

**COUNTY:** Summit County, Utah.

**COUNTY COUNCIL:** The legislative body of Summit County.

**DISTRICT:** The mountain regional water special service district.

**GOVERNING BOARD:** The Summit County council, otherwise referred to as the "county council".

**OWNERS:** The owners of property within the boundaries of the mountain regional water special service district. (Ord. 749-A, 12-15-2010)

### **2-9-2: ESTABLISHED:**

There is hereby established an administrative control board known as the "mountain regional water special service district administrative control board", which shall be a board whose members are appointed by the county council. The county council hereby retains the authority to remove any or all board members with or without cause at the unfettered discretion of the council. (Ord. 749-A, 12-15-2010)

### **2-9-3: AUTHORITY AND DUTIES:**

The board shall exercise all powers and duties enumerated in Utah Code Annotated section 17D-1-103, with the following exceptions which are expressly reserved pursuant to Utah Code Annotated section 17D-1-301(4)(a) by the county council as the governing board:

- A. The power to appoint and remove the general manager, ~~with the consent of the county council.~~ The appointment shall be memorialized in a written employment contract which shall be approved as to form by the county attorney;
- B. The exercise of eminent domain<sup>1</sup>;
- C. The power to employ one or more officers, employees, or agents, and establish their compensation, including fringe benefits, and manage a human resources or personnel system separate from the county<sup>2</sup>;
- D. The power to borrow money and incur indebtedness, including the issuance of bonds<sup>3</sup>;
- E. The power to annex areas into the district<sup>4</sup>;
- F. The power to levy a tax or assessment<sup>5</sup>;
- G. The power to appoint a board of equalization<sup>6</sup>;
- H. The power to approve the annual budget, capital facilities plan and master plan;
- I. The power to direct litigation; and
- J. The power to adopt bylaws. (Ord. 749-A, 12-15-2010)

#### **2-9-4: POLICIES, PROCEDURES, REGULATIONS:**

- A. The board may recommend for county council approval policies and procedures, and regulations, including procurement and fiscal management procedures, for the district. All collections, investments, disbursements, procurements, and other financial transactions will be managed by the district treasurer within the district financial system and will be subject to the policies as adopted. The district may utilize the services of the county treasurer and auditor to assist in financial matters.
- B. Pursuant to Utah Code Annotated, the district may utilize the services of the county attorney on a contract basis. (Ord. 749-A, 12-15-2010)
- C. All district policies, procedures and regulations shall be on file with the county clerk.

#### **2-9-5: COMPOSITION:**

- A. The board will be comprised of no more than seven (7) persons and no fewer than five (5) persons who must be electors of the district, as that term is defined in state law.
- B. The members of the board shall be appointed by the county council. Compensation of the board members shall be set, from time to time, by resolution of the council. Each board member may serve a maximum of three (3) terms.
- C. The term of office for each board member shall be four (4) years with the first officers serving staggered terms of two (2) or four (4) years. In the event a member is unable to

complete a term on the board, the council shall appoint an elector of the district to complete the unexpired term.

- D. The board shall elect a chair and vice chair. The district general manager shall be the secretary and clerk to the board, and the district chief financial officer shall be the treasurer to the board. (Ord. 749-A, 12-15-2010)

### **2-9-6: TRANSACTING BUSINESS:**

For purposes of advising the county council and transacting the business of the district, the board may meet and confer, adopt recommendations and convey them to the council verbally or in writing, make decisions regarding district matters, or it may meet with the council or any of its members to discuss service development and delivery proposals. The board may establish committees for the purpose of investigating preferred or potential methods of service development and delivery. (Ord. 749-A, 12-15-2010)

### **2-9-7: BUDGET:**

It shall be the duty of the board and general manager to prepare an annual budget for the mountain regional water special service district which will conform to the uniform fiscal procedures act for special districts, and recommend the budget so prepared to the county council. The budget shall demonstrate all proposed expenditures and the fees to be established and collected as revenue to the district's budget. (Ord. 749-A, 12-15-2010)

### **2-9-8: BYLAWS; MEETINGS:**

The board shall conduct its business according to the bylaws adopted by the county council, with board meetings as needed to act on the business of the district. The bylaws may be amended from time to time by the council. (Ord. 749-A, 12-15-2010)

### **2-9-9: INDEMNIFICATION:**

- A. The mountain regional water special service district shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he or she is or was the general manager, a director, officer, employee, or agent of the district. The indemnification shall be for all expenses (including attorney fees), judgments, fines, and amount paid in settlement, actually and reasonably incurred by him or her in connection with the action, suit, or proceeding, including any appeal of the action, suit or proceeding, if he or she acted in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interests of the district, and with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe the conduct was unlawful.
- B. Determination of any action, suit, or proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the party did not meet the applicable standard of conduct. Indemnification under this section may be paid by the district in advance of the final disposition of any action, suit, or proceeding, on a preliminary determination that the director, officer, employee, or agent met the application standard of conduct and on receipt of an undertaking by or on behalf of the general manager, a director, officer,

employee, or agent to repay the amount, unless it is ultimately determined that he or she is entitled to be indemnified by the district as authorized in this section.

- C. The district shall also indemnify any director, officer, employee, or agent who has been successful on the merits or otherwise, in defense of any action, suit, or proceeding, or in defense of any claim, issue, or matter in the action, suit, or proceeding, against all expenses, including attorney fees, actually and reasonably incurred, without the necessity of an independent determination that the general manager, a director, officer, employee, or agent met any appropriate standard of conduct.
- D. The indemnification provided for in this section shall continue as to any person who has ceased to be the general manager, a director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of that person. (Ord. 749-A, 12-15-2010)

### **2-9-10: INSURANCE:**

The district shall have power to purchase and maintain insurance on behalf of any person who is the general manager, a director, officer, employee, or agent of the district against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the district would have authority to indemnify him or her against the liability under the provisions of this chapter, or under law. (Ord. 749-A, 12-15-2010)

### **2-9-11: GOVERNING AUTHORITY:**

The Summit County council, as the governing authority of the county, has control and supervisory authority over all activities of the district and may delegate such further powers and authority as provided by statute.

- A. The county council hereby delegates the following powers, authorities, and duties to a general manager:
  - 1. To govern the day to day operations of the district, including the authorization to cosign checks and other disbursements on behalf of the district;
  - 2. To prepare, in cooperation with the board, an annual budget for the district in accordance with section 2-9-7 of this chapter;
  - 3. To provide a recommendation to the board as to the manner and method of administering the provision of water services, including contracts for services, the purchase or lease of land, the purchase, lease or construction of improvements, facilities, water rights, systems, equipment, and supplies;
  - 4. To provide a recommendation to the board as to the operation of the district and such other usual and necessary actions required for the operation of the district; and
  - 5. To receive recommendations from the board as to day to day operations of the district and any such other recommendations as the board may see fit to provide to the general manager.

B. The county council hereby delegates the following powers, authorities, and duties to a district clerk:

1. To record and safeguard all minutes of meetings of the board;
2. Shall act as the secretary of the district.

C. The county council hereby delegates the following powers, authorities, and duties to the district treasurer:

1. To cosign all checks and other disbursements on behalf of the district.
2. To provide a recommendation to the board regarding the collection of revenues, disbursement of funds for expenses, and the custody of funds that comply with state law and sound accounting controls.

D. The chair of the board shall have the power and authority to convene meetings in accordance with the Utah open and public meetings act and conduct such business as is necessary to fulfill the duties of the board. (Ord. 749-A, 12-15-2010)

E. The county attorney shall serve as the primary legal counsel to the district. Outside legal counsel may be retained with the approval of the county attorney. In accordance with UCA §17D-1-103(3), the district shall reimburse the county a reasonable amount for the use of the county attorney's services.

**Footnotes** - Click any footnote link to go back to its reference.

Footnote 1: UCA § 17D-1-103(2)(a).

Footnote 2: UCA § 17D-1-103(2)(j).

Footnote 3: UCA §§ 17D-1-103(2)(m), (n); 17D-1-301(3)(d), 17D-1-301(3)(e).

Footnote 4: UCA § 17D-1-301(3)(a).

Footnote 5: UCA §§ 17D-1-301(3)(c), 17D-1-301(3)(f).

Footnote 6: UCA § 17D-1-301(3)(h).

AMENDMENT TO TITLE 2, CHAPTER 21, SNYDERVILLE BASIN SPECIAL RECREATION SERVICE DISTRICT

ORDINANCE NO. 855

PREAMBLE

WHEREAS, the Summit County Council (the "Council"), acting as the governing body of the Snyderville Basin Special Recreation Service District (the "District"), and pursuant to UCA §17D-1-301(1), finds that there is a need to clarify various provisions within the governance structure of the District; and,

WHEREAS, it is the purpose of this Amendment to effectuate these changes to the governing ordinance of the District;

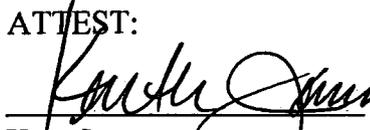
NOW, THEREFORE, the County Council of the County of Summit, State of Utah, ordains as follows:

Section 1.     **Amendment.** Snyderville Basin Special Recreation Service District, Title 2, Chapter 21 of the Summit County Code is amended in accordance with Exhibit A herein.

Section 2.     **Effective Date.** This Ordinance shall take effect 15 days after approval and upon publication in accordance with law.

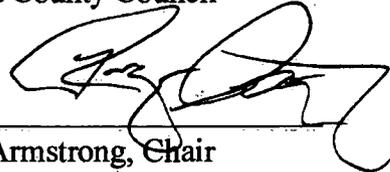
Enacted this 13 day of January, 2016.

ATTEST:

  
Kent Jones  
Summit County Clerk

Summit County Council



  
Roger Armstrong, Chair

David L. Thomas

Approved as to Form

David L. Thomas

Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Armstrong	<u>Aye</u>
Councilmember Robinson	<u>Aye</u>
Councilmember Adair	<u>Aye</u>
Councilmember Carson	<u>Aye</u>
Councilmember McMullin	<u>Aye</u>

**EXHIBIT A**

# Chapter 21

## SNYDERVILLE BASIN SPECIAL RECREATION SERVICE DISTRICT

### 2-21-1: PURPOSE:

### 2-21-2: DEFINITIONS:

### 2-21-3: ESTABLISHED:

### 2-21-4: MEMBERSHIP:

### 2-21-5: POWERS AND DUTIES:

### 2-21-6: GENERAL MANAGER:

### **2-21-1: PURPOSE:**

To provide for the public health, safety, and general welfare of the residents living within the jurisdictional boundaries of Snyderville Basin special recreation district, the district is authorized to provide recreational services and programs through facilities or systems acquired or constructed for that purpose through construction, purchase, lease, contract, gift or condemnation or any combination thereof. (Ord. 749-A, 12-15-2010)

### **2-21-2: DEFINITIONS:**

**BOARD:** The Snyderville Basin special recreation service district administrative control board.

**BOARD MEMBER:** The members of the Snyderville Basin special recreation service district administrative control board.

**COUNTY:** Summit County, Utah.

**COUNTY COUNCIL:** The Summit County council who exercises legislative authority in the county.

**DISTRICT:** The Snyderville Basin special recreation service district.

**GOVERNING BOARD:** The Summit County council, otherwise referred to as the "county council".

**MANAGER:** The chief executive officer of the district. (Ord. 749-A, 12-15-2010)

### **2-21-3: ESTABLISHED:**

There is hereby established an administrative control board known as "Snyderville Basin special recreation service district administrative control board", which shall govern, in accordance with state law, the affairs of the Snyderville Basin special recreation service district. (Ord. 749-A, 12-15-2010)

### **2-21-4: MEMBERSHIP:**

The membership of the administrative control board of the district shall consist of no more than seven (7) persons and no fewer than five (5) persons, all of whom shall be appointed by the county council pursuant to the procedures set forth in Utah Code Annotated section 17B-1-301 et seq., "board of trustees", each of whom shall be a registered voter within the district. Each term shall be for four (4) years. Each board member may serve a maximum of three (3) terms.

Vacancies of the five (5) to seven (7) appointed members of said board, other than by expiration of term, shall be filled by appointment by the governing board for the unexpired term of the board member whose vacancy is filled. At the end of a board member's term, the position is considered vacant and the county council may either reappoint the old board member or appoint a new member after following the appointment procedures under Utah law. The county council may remove any board member for cause at any time after a hearing by two-thirds ( $\frac{2}{3}$ ) vote of the county council. (Ord. 749-A, 12-15-2010)

## **2-21-5: POWERS AND DUTIES:**

- A. The board shall exercise all powers and duties enumerated in Utah Code Annotated section 17D-1-103, with the following exceptions which are expressly reserved pursuant to Utah Code Annotated section 17D-1-301(4)(a) by the county council as the governing board:
1. The exercise of eminent domain<sup>1</sup>;
  2. The power to employ one or more officers, employees, or agents, and establish their compensation, including fringe benefits, and manage a human resources or personnel system separate from the county<sup>2</sup>;
  3. The power to borrow money and incur indebtedness, including the issuance of bonds<sup>3</sup>;
  4. The power to annex areas into the district<sup>4</sup>;
  5. The power to levy a tax or assessment<sup>5</sup>;
  6. The power to appoint a board of equalization<sup>6</sup>;
  7. The power to adopt bylaws; and
  8. The power to acquire or dispose of an interest in real property, including water and water rights, whether by purchase, lease, gift, devise, bequest, or otherwise, and whether the property is located inside or outside the special service district, and own, hold, improve, use, finance, or otherwise deal in and with the property or property rights; and
  9. The power to adopt the annual budget, capital facilities plan, and any master plan.
- B. The board shall prepare an annual budget for the Snyderville Basin special recreation service district which will conform to Utah Code Annotated section 17B-1-601 et seq., "fiscal procedures for local district" and recommend such budget to the county council ~~approve it~~. The budget shall demonstrate all proposed expenditures and the fees to be established and collected as revenue to the district's budget.
- C. The board shall conduct its business according to bylaws, which shall be adopted by the county council, with the board meeting as needed to act on the business of the district. The bylaws may be amended from time to time by a majority vote of the county council.

- D. The board shall elect a chair and vice chair.
- E. For purposes of advising the county council and transacting the business of the district, the board may meet and confer, adopt recommendations and convey them to the county council verbally or in writing, make decisions regarding district matters, or it may meet with the county council.
- F. The district shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he or she is or was the director, officer, employee, or agent of the district. The indemnification shall be for all expenses (including attorney fees), judgments, fines, and amount paid in settlement, actually and reasonably incurred by him or her in connection with the action, suit, or proceeding, including any appeal of the action, suit or proceeding, if he or she acted in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interests of the district, and with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe the conduct was unlawful. Determination of any action, suit, or proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the party did not meet the applicable standard of conduct. Indemnification under this subsection may be paid by the district in advance of the final disposition of any action, suit, or proceeding, on a preliminary determination that the director, officer, employee, or agent met the applicable standard of conduct and on receipt of an undertaking by or on behalf of a director, officer, employee, or agent to repay the amount, unless it is ultimately determined that he or she is entitled to be indemnified by the district as authorized in this subsection. The district shall also indemnify any director, officer, employee, or agent who has been successful on the merits or otherwise, in defense of any action, suit, or proceeding, or in defense of any claim, issue, or matter in the action, suit, or proceeding, against all expenses, including attorney fees, actually and reasonably incurred, without the necessity of an independent determination that a director, officer, employee, or agent met any appropriate standard of conduct.

The indemnification provided for in this subsection shall continue as to any person who has ceased to be a director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of that person.

- G. The district shall have power to purchase and maintain insurance on behalf of any person who is a director, officer, employee, or agent of the district against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the district would have authority to indemnify him or her against the liability under the provisions of this section, or under law.
- H. The county council, as the governing authority of the county, has control and supervisory authority over all activities of the district and may delegate such further powers and authority as provided by statute.
- I. The board shall appoint a general manager for the district and shall have the power to remove said general manager. Such appointment and removal shall be subject to the consent of the county council. The general manager shall have the duties described in section 2-21-6 of this chapter and his/her appointment shall be memorialized in a written employment contract which shall be approved as to form by the county attorney.

J. The board, with the guidance of the general manager, shall recommend for county council approval policies, procedures, and regulations for the district, which are consistent with county standards. All such policies, procedures and regulations shall be on file with the county clerk.

K. The county attorney shall serve as the primary legal counsel to the district. Outside legal counsel may be retained with the approval of the county attorney. In accordance with UCA §17D-1-103(3), the district shall reimburse the county a reasonable amount for the use of the county attorney's services.

LK. The district shall make an annual presentation to the county council of its goals, budget and activities. (Ord. 749-A, 12-15-2010)

## **2-21-6: GENERAL MANAGER:**

The governing board hereby delegates the following powers, authorities and duties to a general manager, who shall oversee the district:

- A. To govern the day to day operations of the district;
- B. To prepare, in cooperation with the governing board, an annual budget for the district, which will conform to Utah Code Annotated section 17B-1-601 et seq., "fiscal procedures for local district". The budget shall demonstrate all proposed expenditures and the fees to be established and collected as revenue to the district's budget;
- C. To provide a recommendation to the board as to the operation of the district, including policies, procedures, and regulations for the district;
- D. To provide a recommendation to the board as to the establishment and collection of the fees and charges;
- E. To record and safeguard all minutes of meetings and actions of the board in accordance with the Utah open meetings act, which includes the appropriate noticing of all meetings. (Ord. 749-A, 12-15-2010)

**Footnotes** - Click any footnote link to go back to its reference.

Footnote 1: UCA § 17D-1-103(2)(a).

Footnote 2: UCA § 17D-1-103(2)(j).

Footnote 3: UCA §§ 17D-1-103(2)(m), (n); 17D-1-301(3)(d), 17D-1-301(3)(e).

Footnote 4: UCA § 17D-1-301(3)(a).

Footnote 5: UCA §§ 17D-1-301(3)(c), 17D-1-301(3)(f).

Footnote 6: UCA § 17D-1-301(3)(h).

**AMENDMENT TO TITLE 2, CHAPTER 25, NORTH SUMMIT FIRE SERVICE DISTRICT**

**ORDINANCE NO. 856**

**PREAMBLE**

**WHEREAS**, the Summit County Council (the "Council"), acting as the governing body of the North Summit Fire Service District (the "District"), and pursuant to UCA §17D-1-301(1), finds that there is a need to clarify various provisions within the governance structure of the District; and,

**WHEREAS**, it is the purpose of this Amendment to effectuate these changes to the governing ordinance of the District;

**NOW, THEREFORE**, the County Council of the County of Summit, State of Utah, ordains as follows:

**Section 1. Amendment.** North Summit Fire Service District, Title 2, Chapter 25 of the Summit County Code is amended in accordance with Exhibit A herein.

**Section 2. Effective Date.** This Ordinance shall take effect 15 days after approval and upon publication in accordance with law.

Enacted this 13 day of January, 2016.

ATTEST:

Summit County Council

  
Kent Jones  
Summit County Clerk



  
Roger Armstrong, Chair

David L. Thomas

Approved as to Form  
David L. Thomas  
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Armstrong

Aye

Councilmember Robinson

Aye

Councilmember Adair

Aye

Councilmember Carson

Aye

Councilmember McMullin

Aye

**EXHIBIT A**

# Chapter 25

## NORTH SUMMIT FIRE SERVICE DISTRICT

### 2-25-1: PURPOSE:

### 2-25-2: DEFINITIONS:

### 2-25-3: ESTABLISHED:

### 2-25-4: MEMBERSHIP:

### 2-25-5: POWERS AND DUTIES:

### 2-25-6: GENERAL MANAGER:

### **2-25-1: PURPOSE:**

To provide for the public health, safety, and general welfare of the residents living within the jurisdictional boundaries of north Summit fire service district, the district is authorized to provide fire protection services through facilities or systems acquired or constructed for that purpose through construction, purchase, lease, contract, gift or condemnation or any combination thereof. (Ord. 781, 9-26-2012)

### **2-25-2: DEFINITIONS:**

**BOARD:** The administrative control board of the north Summit fire service district.

**BOARD MEMBER:** The members of the administrative control board of the north Summit fire service district.

**COUNTY:** Summit County, Utah.

**COUNTY COUNCIL:** The Summit County council who exercises legislative authority in the county.

**DISTRICT:** The north Summit fire service district.

**GOVERNING BOARD:** The Summit County council, otherwise referred to as the "county council".

**MANAGER:** The chief of the north Summit fire service district who serves as its executive officer. (Ord. 781, 9-26-2012)

### **2-25-3: ESTABLISHED:**

There is hereby established an administrative control board known as "north Summit fire service district administrative control board", which shall govern, in accordance with state law, the affairs of the north Summit fire service district. (Ord. 781, 9-26-2012)

### **2-25-4: MEMBERSHIP:**

The membership of the administrative control board shall consist of five (5) persons appointed in the following manner: one member shall be appointed from the Coalville city council, one member shall be appointed from the town council of Henefer, and three (3) members shall be appointed by the county council, each of whom shall be a registered voter within the district. Each term shall be for four (4) years. Each board member may serve a maximum of three (3) terms. No employees of the district shall serve on the board.

Vacancies of the five (5) appointed members of said board, other than by expiration of term, shall be filled by either the appropriate municipality or the county council for the unexpired term of the board member whose vacancy is filled. At the end of a board member's term, the position is considered vacant and the appropriate municipality or the county council may either reappoint the old board member or appoint a new member after following the appointment procedures under Utah law. The county council may remove a board member for cause at any time after a hearing by two-thirds ( $\frac{2}{3}$ ) vote of the county council. (Ord. 781, 9-26-2012)

## **2-25-5: POWERS AND DUTIES:**

- A. The board shall exercise all powers and duties enumerated in Utah Code Annotated section 17D-1-103, with the following exceptions which are expressly reserved pursuant to Utah Code Annotated section 17D-1-301(4)(a) by the county council as the governing board:
1. The exercise of eminent domain<sup>1</sup>;
  2. The power to employ one or more officers, employees, or agents, and establish their compensation, including fringe benefits, and manage a human resources or personnel system separate from the county<sup>2</sup>;
  3. The power to borrow money and incur indebtedness, including the issuance of bonds<sup>3</sup>;
  4. The power to annex areas into the district<sup>4</sup>;
  5. The power to levy a tax or assessment<sup>5</sup>;
  6. The power to appoint a board of equalization<sup>6</sup>; and
  7. The power to adopt bylaws;
  8. The power to adopt the annual budget, capital facilities plan, and any master plan.
- B. The board shall prepare an annual budget for the north Summit fire service district which will conform to Utah Code Annotated section 17B-1-601 et seq., "fiscal procedures for local district" and recommend such budget to the county council approve it. The budget shall demonstrate all proposed expenditures and the fees to be established and collected as revenue to the district's budget.
- C. The board shall conduct its business according to bylaws, which shall be adopted by the county council, with the board meeting as needed to act on the business of the district. The bylaws may be amended from time to time by a majority vote of the county council.
- D. The board shall elect a chair and vice chair.
- E. For purposes of advising the county council and transacting the business of the district, the board may meet and confer, adopt recommendations and convey them to the county council verbally or in writing, make decisions regarding district matters, or it may meet with the county council.

- F. The district shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he or she is or was the director, officer, employee, or agent of the district. The indemnification shall be for all expenses (including attorney fees), judgments, fines, and amount paid in settlement, actually and reasonably incurred by him or her in connection with the action, suit, or proceeding, including any appeal of the action, suit or proceeding, if he or she acted in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interests of the district, and with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe the conduct was unlawful. Determination of any action, suit, or proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the party did not meet the applicable standard of conduct. Indemnification under this subsection may be paid by the district in advance of the final disposition of any action, suit, or proceeding, on a preliminary determination that the director, officer, employee, or agent met the applicable standard of conduct and on receipt of an undertaking by or on behalf of a director, officer, employee, or agent to repay the amount, unless it is ultimately determined that he or she is entitled to be indemnified by the district as authorized in this subsection. The district shall also indemnify any director, officer, employee, or agent who has been successful on the merits or otherwise, in defense of any action, suit, or proceeding, or in defense of any claim, issue, or matter in the action, suit, or proceeding, against all expenses, including attorney fees, actually and reasonably incurred, without the necessity of an independent determination that a director, officer, employee, or agent met any appropriate standard of conduct.

The indemnification provided for in this subsection shall continue as to any person who has ceased to be a director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of that person.

- G. The district shall have power to purchase and maintain insurance on behalf of any person who is a director, officer, employee, or agent of the district against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the district would have authority to indemnify him or her against the liability under the provisions of this section, or under law.
- H. The county council, as the governing authority of the county, has control and supervisory authority over all activities of the district and may delegate such further powers and authority as provided by statute.
- I. The board shall appoint a general manager for the district and shall have the power to remove said general manager. Such appointment and removal shall be subject to the consent of the county council. The general manager shall have the duties described in section 2-25-6 of this chapter and his/her appointment shall be memorialized in a written employment contract which shall be approved as to form by the county attorney.
- J. The board, with the guidance of the general manager, shall recommend for county council approval policies, procedures, and regulations for the district, which are consistent with county standards. All such policies, procedures and regulations shall be on file with the county clerk.
- K. The county attorney shall serve as the primary legal counsel to the district. Outside legal counsel may be retained with the approval of the county attorney. In accordance with UCA §17D-1-103(3), the district shall reimburse the county a reasonable amount for the use of the county attorney's services.

LK. The district shall make an annual presentation to the county council of its goals, budget and activities. (Ord. 781, 9-26-2012)

## **2-25-6: GENERAL MANAGER:**

The governing board hereby delegates the following powers, authorities and duties to a general manager ("fire chief"), who shall oversee the district:

- A. To govern the day to day operations of the district;
- B. To prepare, in cooperation with the governing board, an annual budget for the district, which will conform to Utah Code Annotated section 17B-1-601 et seq., "fiscal procedures for local district". The budget shall demonstrate all proposed expenditures and the fees to be established and collected as revenue to the district's budget;
- C. To provide a recommendation to the board as to the operation of the district, including policies, procedures, and regulations for the district;
- D. To provide a recommendation to the board as to the establishment and collection of the fees and charges;
- E. To record and safeguard all minutes of meetings and actions of the board in accordance with the Utah open meetings act, which includes the appropriate noticing of all meetings. (Ord. 781, 9-26-2012)

**Footnotes** - Click any footnote link to go back to its reference.

Footnote 1: UCA § 17D-1-103(2)(a).

Footnote 2: UCA § 17D-1-103(2)(j).

Footnote 3: UCA §§ 17D-1-103(2)(m), (n); 17D-1-301(3)(d), 17D-1-301(3)(e).

Footnote 4: UCA § 17D-1-301(3)(a).

Footnote 5: UCA §§ 17D-1-301(3)(c), 17D-1-301(3)(f).

Footnote 6: UCA § 17D-1-301(3)(h).

AMENDMENT TO TITLE 2, CHAPTER 24, PARK CITY FIRE SERVICE DISTRICT

ORDINANCE NO. 857

PREAMBLE

WHEREAS, the Summit County Council (the "Council"), acting as the governing body of the Park City Fire Service District (the "District"), and pursuant to UCA §17D-1-301(1), finds that there is a need to clarify various provisions within the governance structure of the District; and,

WHEREAS, it is the purpose of this Amendment to effectuate these changes to the governing ordinance of the District;

NOW, THEREFORE, the County Council of the County of Summit, State of Utah, ordains as follows:

Section 1.     **Amendment.** Park City Fire Service District, Title 2, Chapter 24 of the Summit County Code is amended in accordance with Exhibit A herein.

Section 2.     **Effective Date.** This Ordinance shall take effect 15 days after approval and upon publication in accordance with law.

Enacted this 13 day of January, 2016.

ATTEST:

Summit County Council

  
Kert Jones  
Summit County Clerk



  
Roger Armstrong, Chair

David L. Thomas

Approved as to Form  
David L. Thomas  
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Armstrong	<u>Aye</u>
Councilmember Robinson	<u>Aye</u>
Councilmember Adair	<u>Aye</u>
Councilmember Carson	<u>Aye</u>
Councilmember McMullin	<u>Aye</u>

**EXHIBIT A**

# Chapter 24

## PARK CITY FIRE SERVICE DISTRICT

### 2-24-1: PURPOSE:

### 2-24-2: DEFINITIONS:

### 2-24-3: ESTABLISHED:

### 2-24-4: MEMBERSHIP:

### 2-24-5: POWERS AND DUTIES:

### 2-24-6: GENERAL MANAGER:

### **2-24-1: PURPOSE:**

To provide for the public health, safety, and general welfare of the residents living within the jurisdictional boundaries of Park City fire service district, the district is authorized to provide fire protection services through facilities or systems acquired or constructed for that purpose through construction, purchase, lease, contract, gift or condemnation or any combination thereof. (Ord. 749-A, 12-15-2010)

### **2-24-2: DEFINITIONS:**

**BOARD:** The administrative control board of the Park City fire service district.

**BOARD MEMBER:** The members of the administrative control board of the Park City fire service district.

**COUNTY:** Summit County, Utah.

**COUNTY COUNCIL:** The Summit County council who exercises legislative authority in the county.

**DISTRICT:** The Park City fire service district.

**GOVERNING BOARD:** The Summit County council, otherwise referred to as the "county council".

**MANAGER:** The chief of the Park City fire service district who serves as its executive officer. (Ord. 749-A, 12-15-2010)

### **2-24-3: ESTABLISHED:**

There is hereby established an administrative control board known as "Park City fire service district administrative control board", which shall govern, in accordance with state law, the affairs of the Park City fire service district. (Ord. 749-A, 12-15-2010)

### **2-24-4: MEMBERSHIP:**

The membership of the administrative control board shall consist of no more than seven (7) persons and no fewer than five (5) persons, one of whom shall be appointed by the Park City council and the remainder shall be appointed by the county council (together, the "appointing authorities") pursuant to the procedures set forth in Utah Code Annotated section 17B-1-301 et seq., "board of trustees", each of whom shall be a registered voter within the district. Each term shall be for four (4) years.

Each board member may serve a maximum of three (3) terms.

Vacancies of the five (5) to seven (7) appointed members of said board, other than by expiration of term, shall be filled by appointment by the appropriate appointing authority for the unexpired term of the board member whose vacancy is filled. At the end of a board member's term, the position is considered vacant and the appropriate appointing authority may either reappoint the old board member or appoint a new member after following the appointment procedures under Utah law. The appropriate appointing authority may remove a board member for cause at any time after a hearing by two-thirds ( $\frac{2}{3}$ ) vote of the appointing authority. (Ord. 749-A, 12-15-2010)

## **2-24-5: POWERS AND DUTIES:**

- A. The board shall exercise all powers and duties enumerated in Utah Code Annotated section 17D-1-103, with the following exceptions which are expressly reserved pursuant to Utah Code Annotated section 17D-1-301(4)(a) by the county council as the governing board:
1. The exercise of eminent domain<sup>1</sup>;
  2. The power to employ one or more officers, employees, or agents, and establish their compensation, including fringe benefits, and manage a human resources or personnel system separate from the county<sup>2</sup>;
  3. The power to borrow money and incur indebtedness, including the issuance of bonds<sup>3</sup>;
  4. The power to annex areas into the district<sup>4</sup>;
  5. The power to levy a tax or assessment<sup>5</sup>;
  6. The power to appoint a board of equalization<sup>6</sup>; and
  7. The power to adopt bylaws; and
  8. The power to adopt the annual budget, capital facilities plan, and any master plan.
- B. The board shall prepare an annual budget for the Park City fire service district which will conform to Utah Code Annotated section 17B-1-601 et seq., "fiscal procedures for local district" and recommend such budget to the county council approve it. The budget shall demonstrate all proposed expenditures and the fees to be established and collected as revenue to the district's budget.
- C. The board shall conduct its business according to bylaws, which shall be adopted by the county council, with the board meeting as needed to act on the business of the district. The bylaws may be amended from time to time by a majority vote of the county council.
- D. The board shall elect a chair and vice chair.
- E. For purposes of advising the county council and transacting the business of the district, the board may meet and confer, adopt recommendations and convey them to the county council verbally or in writing, make decisions regarding district matters, or it may meet with the county council.

F. The district shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he or she is or was the director, officer, employee, or agent of the district. The indemnification shall be for all expenses (including attorney fees), judgments, fines, and amount paid in settlement, actually and reasonably incurred by him or her in connection with the action, suit, or proceeding, including any appeal of the action, suit or proceeding, if he or she acted in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interests of the district, and with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe the conduct was unlawful. Determination of any action, suit, or proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the party did not meet the applicable standard of conduct. Indemnification under this subsection may be paid by the district in advance of the final disposition of any action, suit, or proceeding, on a preliminary determination that the director, officer, employee, or agent met the applicable standard of conduct and on receipt of an undertaking by or on behalf of a director, officer, employee, or agent to repay the amount, unless it is ultimately determined that he or she is entitled to be indemnified by the district as authorized in this subsection. The district shall also indemnify any director, officer, employee, or agent who has been successful on the merits or otherwise, in defense of any action, suit, or proceeding, or in defense of any claim, issue, or matter in the action, suit, or proceeding, against all expenses, including attorney fees, actually and reasonably incurred, without the necessity of an independent determination that a director, officer, employee, or agent met any appropriate standard of conduct.

The indemnification provided for in this subsection shall continue as to any person who has ceased to be a director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of that person.

G. The district shall have power to purchase and maintain insurance on behalf of any person who is a director, officer, employee, or agent of the district against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the district would have authority to indemnify him or her against the liability under the provisions of this section, or under law.

H. The county council, as the governing authority of the county, has control and supervisory authority over all activities of the district and may delegate such further powers and authority as provided by statute.

I. The board shall appoint a general manager for the district and shall have the power to remove said general manager. Such appointment and removal shall be subject to the consent of the county council. The general manager shall have the duties described in section 2-24-6 of this chapter and his/her appointment shall be memorialized in a written employment contract which shall be approved as to form by the county attorney.

J. The board, with the guidance of the general manager, shall recommend for county council approval policies, procedures, and regulations for the district, which are consistent with county standards. All such policies, procedures and regulations shall be on file with the county clerk.

K. The county attorney shall serve as the primary legal counsel to the district. Outside legal counsel may be retained with the approval of the county attorney. In accordance with UCA

§17D-1-103(3), the district shall reimburse the county a reasonable amount for the use of the county attorney's services.

LK. The district shall make an annual presentation to the county council of its goals, budget and activities. (Ord. 749-A, 12-15-2010)

## **2-24-6: GENERAL MANAGER:**

The governing board hereby delegates the following powers, authorities and duties to a general manager ("fire chief"), who shall oversee the district:

- A. To govern the day to day operations of the district;
- B. To prepare, in cooperation with the governing board, an annual budget for the district, which will conform to Utah Code Annotated section 17B-1-601 et seq., "fiscal procedures for local district". The budget shall demonstrate all proposed expenditures and the fees to be established and collected as revenue to the district's budget;
- C. To provide a recommendation to the board as to the operation of the district, including policies, procedures, and regulations for the district;
- D. To provide a recommendation to the board as to the establishment and collection of the fees and charges;
- E. To record and safeguard all minutes of meetings and actions of the board in accordance with the Utah open meetings act, which includes the appropriate noticing of all meetings. (Ord. 749-A, 12-15-2010)

**Footnotes** - Click any footnote link to go back to its reference.

Footnote 1: UCA § 17D-1-103(2)(a).

Footnote 2: UCA § 17D-1-103(2)(j).

Footnote 3: UCA §§ 17D-1-103(2)(m), (n); 17D-1-301(3)(d), 17D-1-301(3)(e).

Footnote 4: UCA § 17D-1-301(3)(a).

Footnote 5: UCA §§ 17D-1-301(3)(c), 17D-1-301(3)(f).

Footnote 6: UCA § 17D-1-301(3)(h).

**CONSIDERATION AND POSSIBLE APPROVAL OF CONSENT TO SETTLEMENT AGREEMENT BETWEEN SUMMIT COUNTY, SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, THE RIDGE AT REDHAWK WILDLIFE PRESERVATION FOUNDATION, INC., TONYA G. FASSIO TRUST, MARK & NANCY CAVALLO, JOHN J. AND TYANN MOONEY III, REDHAWK TRAIL, LLC, AND MATTHEW L. AND SARAH HOLLINGSWORTH**

Deputy County Attorney, Dave Thomas, explained that the next item on Council's agenda is the signature of Red Hot Gate settlement easement agreements, which was originally approved in June of last year but was subject to the execution by all the plaintiffs. In the process of getting the signatures, there was one property owner who would not sign. The issue there was the trail, and it went through these people's property. RRH 10 is the non-responsive property owner. Mr. Thomas stated Bob Radke, who represents the Basin Rec District with the trails, worked with the plaintiffs to reroute the trail.

Mr. Thomas stated the trail also goes on one of the plaintiff's properties, not hugging the property line, but kind of more out into the property, and the Plaintiffs wanted the ability to realign it to their property line. Basin Rec agreed to that stipulation, but stated that the property owner has to pay the cost of the realignment, which is \$5,000. That provision was also put into the settlement agreement.

Council Member Carson asked how big of an undertaking it is to do this realignment. Bob Radke replied that it's about 4,000 feet of trail that needs rebuilt. He stated it would change the character of the trail, but it would be fine. Mr. Radke explained that Basin Rec added some switchbacks to make the elevation changes happen to make a good trail alignment and have grades of the trail that are functional.

Dave Thomas stated that although the county manager makes the ultimate decision, he has to have consent from the Council to agree to the settlement agreement.

**Council Member Carson made a motion to approve consent to the Settlement Agreement between Summit County, Snyderville Basin Special Recreation District, the Ridge At Redhawk Wildlife Preservation Foundation, Inc., Tonya G. Fassio Trust, Mark & Nancy Cavallo, John J. And Tyann Mooney III, Redhawk Trail, LLC, and Matthew L. and Sarah Hollingsworth. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.**

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”), made this 13<sup>th</sup> day of January, 2016 (the “Effective Date”), by and between SUMMIT COUNTY, a political subdivision of the State of Utah, (“County”), the SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT (“SBSRD”), a special service district of the State of Utah, THE RIDGE AT REDHAWK WILDLIFE PRESERVE FOUNDATION, INC., a Utah non-profit corporation (“Foundation”) and FASSIO TONYA GAIL TRUSTEE of the TONYA G. FASSIO TRUST, MARK & NANCY CAVALLO, JOHN J. and TYANN MOONEY III, REDHAWK TRAIL, LLC, and MATTHEW L. and SARAH HOLLINGSWORTH (collectively “Lot Owners”). The County, SBSRD, the Foundation and the Lot Owners are, sometimes, referred to herein as a “Party” or, collectively, the “Parties”.

### RECITALS:

Whereas, the Foundation represents all of the owners of the 40 residential lots ranging in size from about 10 acres to about 60 acres in a subdivision referred to commonly as the Ranches at the Preserve (“RATP”) and the common areas in RATP;

Whereas, RATP was a part of a larger development that was known as The Ridge at Red Hawk which was approved by the County as a part of a Consent Agreement that was finalized on May 28, 1997;

Whereas, the Consent Agreement contemplated that privacy/security gates could be constructed across the private road in RATP now known as Red Hawk Trail (“Road”);

Whereas, the Foundation desires to construct, operate and maintain a privacy/security gate across the Road at the western entrance to RATP and a gatehouse (the gate and the gatehouse, collectively “Gate/Gatehouse”);

Whereas, a dispute has arisen between the County and the Foundation about the construction of the Gate/Gatehouse;

Whereas, SBSRD has requested that the Lot Owners each enter into a “Public Recreation Trail Easement and Access Agreement” (“Easement”) for a public trail now known as the “24/7” Trail (“Trail”) in the locations as generally illustrated on Exhibit “A”;

Whereas, the Lot Owners dispute that they have any legal obligation to enter into the Easement and do not wish to do so;

Whereas, the Parties desire to resolve all of the disputes between and among them on the terms and conditions set forth hereinafter.

Now, therefore, in consideration of the foregoing Recitals, the following mutual promises, \$10 received by each party and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties agree to the following:

## TERMS

1. **Gate.** In accordance with Summit County Code, §10-8-12 (Vehicle Control Gate), the County shall issue a building permit to the Foundation to construct, operate and maintain the Gate/Gatehouse in the location and in the design as specified in Exhibit "B" and hereby acknowledges that the Lot Owners have the perpetual right to operate and maintain the Gate/Gatehouse. The parties acknowledge that the design of the gate includes a 4' wide opening. The Foundation may, in its sole discretion, attach a gate across that opening so long as that gate is not locked. The provisions of this Agreement and the Easement notwithstanding, the parties further acknowledge that, the Road has been and shall remain private and that the Foundation may exclude the public from using the Road for any purpose including, but not limited to, hiking, biking, driving or riding horses.

2. **Easement.**

A. Each of the Lot Owners shall enter into and shall provide to SBSRD for recordation of the Easement for the Trail in the form attached hereto as Exhibit "C". SBSRD shall hold the Lot Owners and the Foundation harmless from any and all claims related to any use by the public of the Trail and shall defend and indemnify the Lot Owners and the Foundation from any such claims.

B. As part of a realignment of the Trail (which is reflected in Exhibit "A" hereto), John J. and Tyann Mooney III ("Mooney") shall pay to the District on the Effective Date the sum of Five Thousand Dollars (\$5,000.00). The District shall utilize said monies to construct the realignment and thereafter, close the former alignment (which traverses portions of Mooney's property) to the public. It is anticipated that the reconstruction of the realignment shall be completed on or before July 1, 2016.

3. **Mutual General Releases.** Other than the performances of the obligations provided in this Agreement, the undersigned hereby mutually, generally, fully and completely release and discharge one another of and from any and all claims, actions or causes of action whatsoever that may exist or have accrued as of the date hereof, and agree to hold the other party harmless and indemnify the other Party from any costs, fees or damages incurred by such releasing party and arising from any and all claims arising out of or related to any disputes related to the Gate/Gatehouse or the Easement.

4. **Further Assurances.** The Parties shall each, at no additional cost and with no unreasonable delay, execute any documents reasonably requested by any other Party in fulfillment of the Terms of this Agreement.

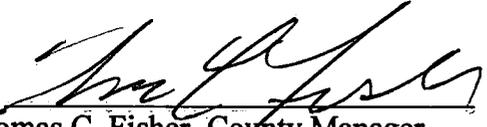
5. **Attorney's Fees.** In any action to enforce this Agreement the prevailing party shall be entitled to its/their costs of action including a reasonable attorney's fee.

6. **No Waiver.** The Terms of this Agreement shall not be amended or waived except in writing signed by all the Parties.

7. **Complete Agreement.** This Agreement, along with the attached and incorporated Exhibits, is the complete, final and fully integrated agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior discussions regarding such matters.

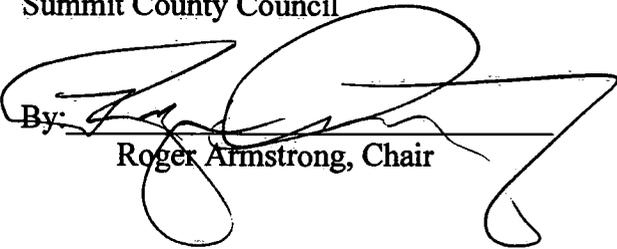
EXECUTED by the County on this 13<sup>th</sup> day of January, 2016

**SUMMIT COUNTY,**  
a political subdivision of the State of Utah

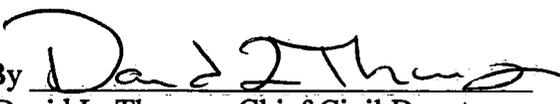
By:   
Thomas C. Fisher, County Manager

CONSENT:

Summit County Council

By:   
Roger Armstrong, Chair

APPROVED AS TO FORM:

By:   
David L. Thomas, Chief Civil Deputy

EXECUTED by SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT on this 13<sup>th</sup> day of January, 2016.

Summit County Council acting as the Governing Body

By   
Its: Chairperson

EXECUTED by the Foundation on this \_\_\_\_\_ day of January, 2016.

By \_\_\_\_\_  
Its: \_\_\_\_\_

EXECUTED by the TONYA G. FASSIO TRUST on this \_\_\_\_\_ day of January, 2016.

By \_\_\_\_\_  
Trustee

EXECUTED by MARK & NANCY CAVALLO on this \_\_\_\_\_ day of January, 2016.

By \_\_\_\_\_  
By \_\_\_\_\_

By \_\_\_\_\_  
Trustee

EXECUTED by MARK & NANCY CAVALLO on this \_\_\_\_\_ day of June, 2015.

By \_\_\_\_\_

By \_\_\_\_\_

EXECUTED by JAMES K. and KRISTEN LASSETTER on this \_\_\_\_\_ day of June,  
2015.

By \_\_\_\_\_

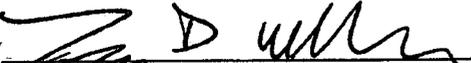
By \_\_\_\_\_

EXECUTED by JOHN J. and TYANN MOONEY III on this \_\_\_\_\_ day of June, 2015.

By \_\_\_\_\_

By \_\_\_\_\_

EXECUTED by REDHAWK TRAIL, LLC on this 18<sup>th</sup> day of June, 2015.

By   
Its: Troy D. Williams, Member/Manager

EXECUTED by MATTHEW L. and SARAH HOLLINGSWORTH on this \_\_\_\_\_ day  
of June, 2015.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_  
Trustee

EXECUTED by MARK & NANCY CAVALLO on this \_\_\_\_\_ day of June, 2015.

By \_\_\_\_\_

By \_\_\_\_\_

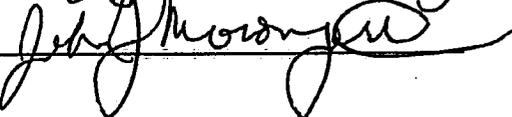
EXECUTED by JAMES K. and KRISTEN LASSETTER on this \_\_\_\_\_ day of June,  
2015.

By \_\_\_\_\_

By \_\_\_\_\_

EXECUTED by JOHN J. and TYANN MOONEY III on this \_\_\_\_\_ day of June, 2015.

By  \_\_\_\_\_

By  \_\_\_\_\_

EXECUTED by REDHAWK TRAIL, LLC on this \_\_\_\_\_ day of June, 2015.

By \_\_\_\_\_

Its: \_\_\_\_\_

EXECUTED by MATTHEW L. and SARAH HOLLINGSWORTH on this \_\_\_\_\_ day  
of June, 2015.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_  
Trustee

EXECUTED by MARK & NANCY CAVALLO on this 29 day of June, 2015.

By \_\_\_\_\_

By Nancy Cavallo

EXECUTED by JAMES K. and KRISTEN LASSETTER on this \_\_\_\_\_ day of June,  
2015.

By \_\_\_\_\_

By \_\_\_\_\_

EXECUTED by JOHN J. and TYANN MOONEY III on this \_\_\_\_\_ day of June, 2015.

By \_\_\_\_\_

By \_\_\_\_\_

EXECUTED by REDHAWK TRAIL, LLC on this \_\_\_\_\_ day of June, 2015.

By \_\_\_\_\_

Its: \_\_\_\_\_

EXECUTED by MATTHEW L. and SARAH HOLLINGSWORTH on this \_\_\_\_\_ day  
of June, 2015.

By \_\_\_\_\_

By \_\_\_\_\_

STATE OF Utah  
COUNTY OF Summit } ss.

**NOTARIAL CERTIFICATE  
OF  
ACKNOWLEDGMENT**

On this 29<sup>th</sup> day of June, 2015, before me, Mark Grose,  
Day Month Year Printed Name of Notary Public

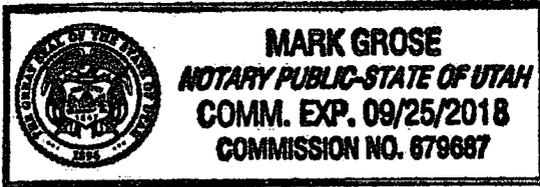
the undersigned notary public, personally appeared Mark Cavallo and  
Printed Name(s) of Signer(s)

Nancy Cavallo

- personally known to me - or -
- proved to me on the basis of satisfactory evidence
  - form(s) of identification Utah Driver's Licenses
  - credible witness(es) \_\_\_\_\_

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same voluntarily for the purpose expressed therein.

WITNESS my hand and official seal.



Mark Grose  
Signature of Notary Public

(Seal)

**OPTIONAL INFORMATION**

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

**Description of Attached Document**

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Settlement agreement

containing 4 pages, and dated 29<sup>th</sup> of June 2015

The signer(s) capacity or authority is/are as:

- Individual(s) Mark + Nancy Cavallo
- Attorney-in-Fact \_\_\_\_\_
- Corporate Officer(s) \_\_\_\_\_ Title(s) \_\_\_\_\_
- Guardian/Conservator \_\_\_\_\_
- Partner - Limited/General \_\_\_\_\_
- Trustee(s) \_\_\_\_\_
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
<b>Notary Journal Entry</b>	
<input type="checkbox"/> The details surrounding this notarial event are described in my notary journal:	
Volume _____	
Page # _____	Entry/Row # _____
Notary Contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/>	_____

EXECUTED by the County on this \_\_\_\_\_ day of May, 2015

**SUMMIT COUNTY,**  
a political subdivision of the State of Utah

By: \_\_\_\_\_  
Thomas C. Fisher, County Manager

CONSENT:

Summit County Council

By: \_\_\_\_\_  
Kim Carson, Chair

APPROVED AS TO FORM:

By \_\_\_\_\_  
David L. Thomas, Chief Civil Deputy

EXECUTED by SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT on this  
\_\_\_\_\_ day of June, 2015.

Summit County Council acting as the Governing Body

By \_\_\_\_\_  
Its: Chairperson

EXECUTED by the Foundation on this \_\_\_\_\_ day of June, 2015.

By \_\_\_\_\_  
Its: \_\_\_\_\_

EXECUTED by the TONYA G. FASSIO TRUST on this 12 day of June, 2015.

By David J. Lewis, Trustee  
Trustee

EXECUTED by MARK & NANCY CAVALLO on this \_\_\_\_\_ day of June, 2015.

By \_\_\_\_\_

By \_\_\_\_\_

EXECUTED by JAMES K. and KRISTEN LASSETTER on this \_\_\_\_\_ day of June,  
2015.

By \_\_\_\_\_

By \_\_\_\_\_

EXECUTED by JOHN J. and TYANN MOONEY III on this \_\_\_\_\_ day of June, 2015.

By \_\_\_\_\_

By \_\_\_\_\_

EXECUTED by REDHAWK TRAIL, LLC on this \_\_\_\_\_ day of June, 2015.

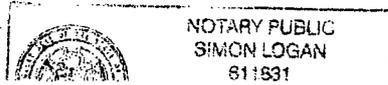
By \_\_\_\_\_

Its: \_\_\_\_\_

EXECUTED by MATTHEW L. and SARAH HOLLINGSWORTH on this \_\_\_\_\_ day  
of June, 2015.

By \_\_\_\_\_

By \_\_\_\_\_

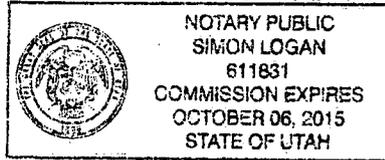


State of Utah )

§

County of *Summit* )

Subscribed and sworn to before me on this *12* day of *June* , in the year *2015*  
by *Tonya Gail Fassio*.



NOTARY PUBLIC *Simon Logan*

EXECUTED by the County on this \_\_\_\_\_ day of May, 2015

**SUMMIT COUNTY,**  
a political subdivision of the State of Utah

By: \_\_\_\_\_  
Thomas C. Fisher, County Manager

CONSENT:

Summit County Council

By: \_\_\_\_\_  
Kim Carson, Chair

APPROVED AS TO FORM:

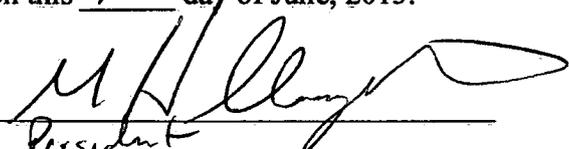
By \_\_\_\_\_  
David L. Thomas, Chief Civil Deputy

EXECUTED by SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT on this \_\_\_\_\_ day of June, 2015.

Summit County Council acting as the Governing Body

By \_\_\_\_\_  
Its: Chairperson

EXECUTED by the Foundation on this 11<sup>th</sup> day of June, 2015.

By  \_\_\_\_\_  
Its: President

EXECUTED by the TONYA G. FASSIO TRUST on this \_\_\_\_\_ day of June, 2015.

By \_\_\_\_\_  
Trustee

EXECUTED by MARK & NANCY CAVALLO on this \_\_\_\_\_ day of June, 2015.

By \_\_\_\_\_

By \_\_\_\_\_

EXECUTED by JAMES K. and KRISTEN LASSETTER on this \_\_\_\_\_ day of June,  
2015.

By \_\_\_\_\_

By \_\_\_\_\_

EXECUTED by JOHN J. and TYANN MOONEY III on this \_\_\_\_\_ day of June, 2015.

By \_\_\_\_\_

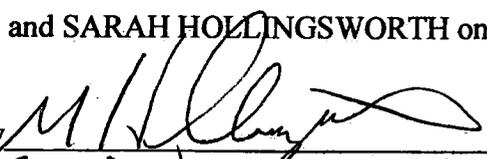
By \_\_\_\_\_

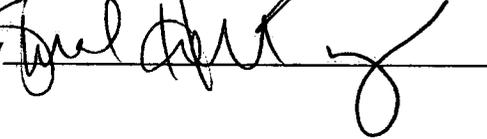
EXECUTED by REDHAWK TRAIL, LLC on this \_\_\_\_\_ day of June, 2015.

By \_\_\_\_\_

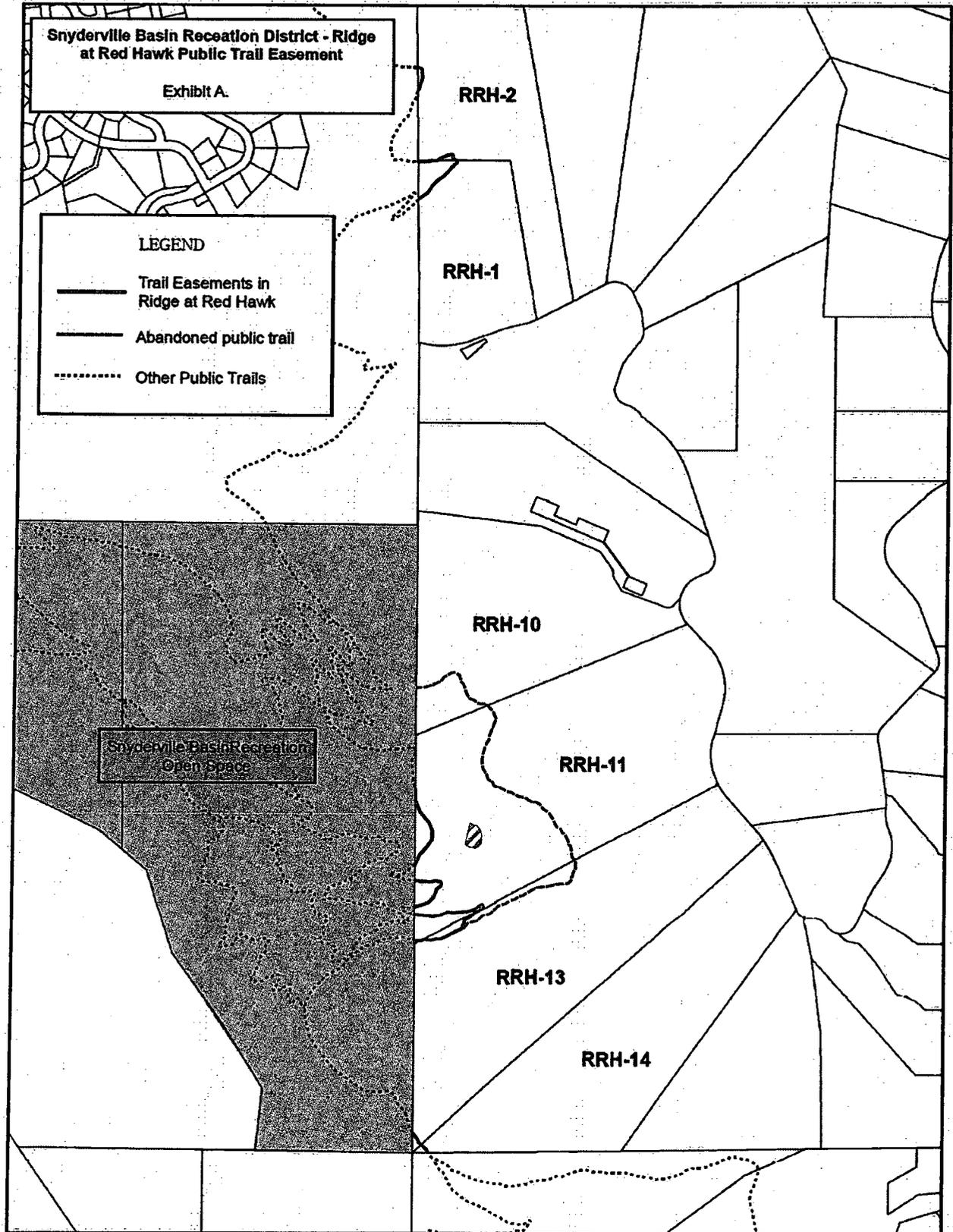
Its: \_\_\_\_\_

EXECUTED by MATTHEW L. and SARAH HOLLINGSWORTH on this 11<sup>th</sup> day  
of June, 2015.

By  \_\_\_\_\_

By  \_\_\_\_\_

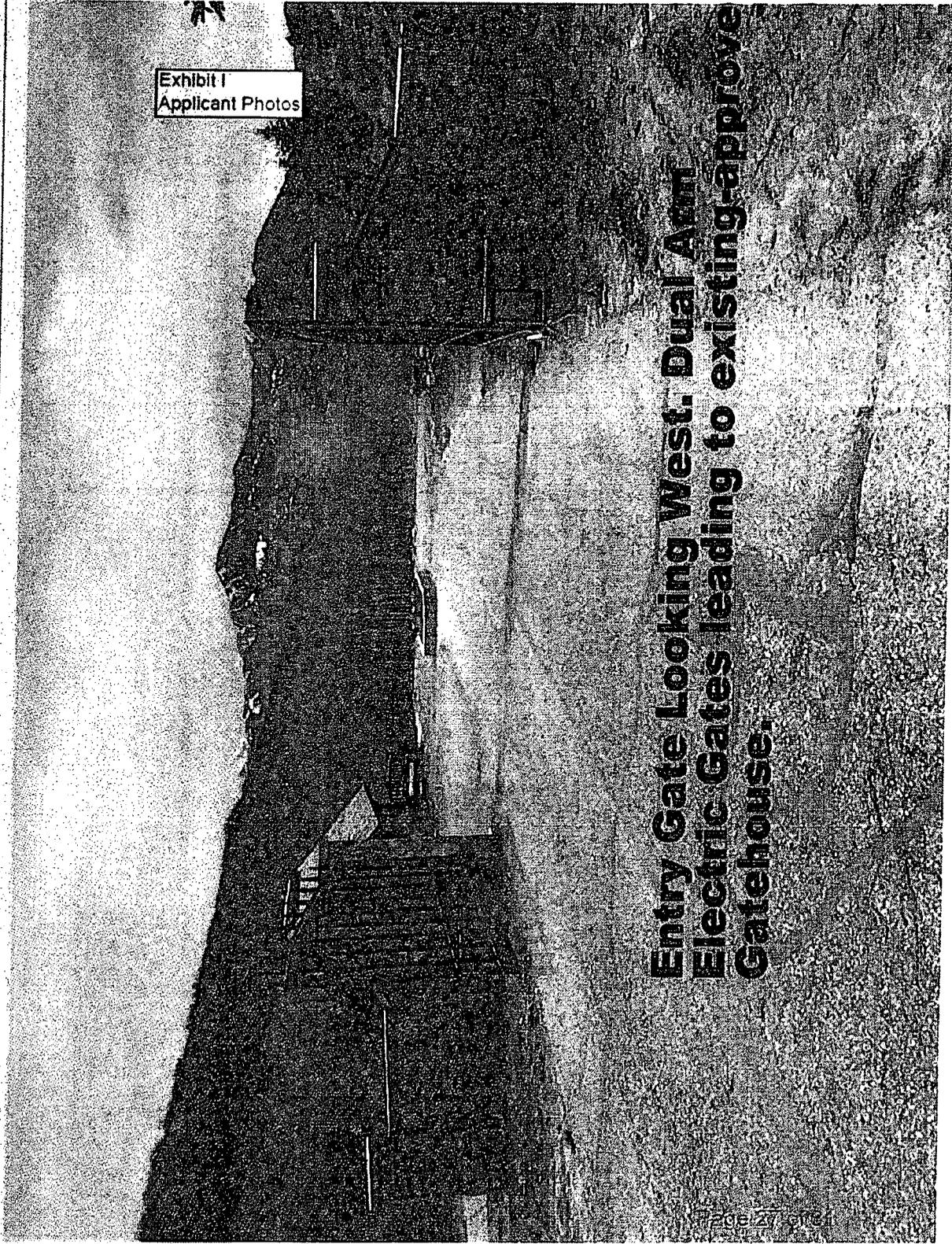
**EXHIBIT "A"**  
**[Depiction of 24/7 Trail]**



**EXHIBIT "B"**

**[Graphic Depiction of Gate, Gatehouse and location thereof]**

Exhibit I  
Applicant Photos

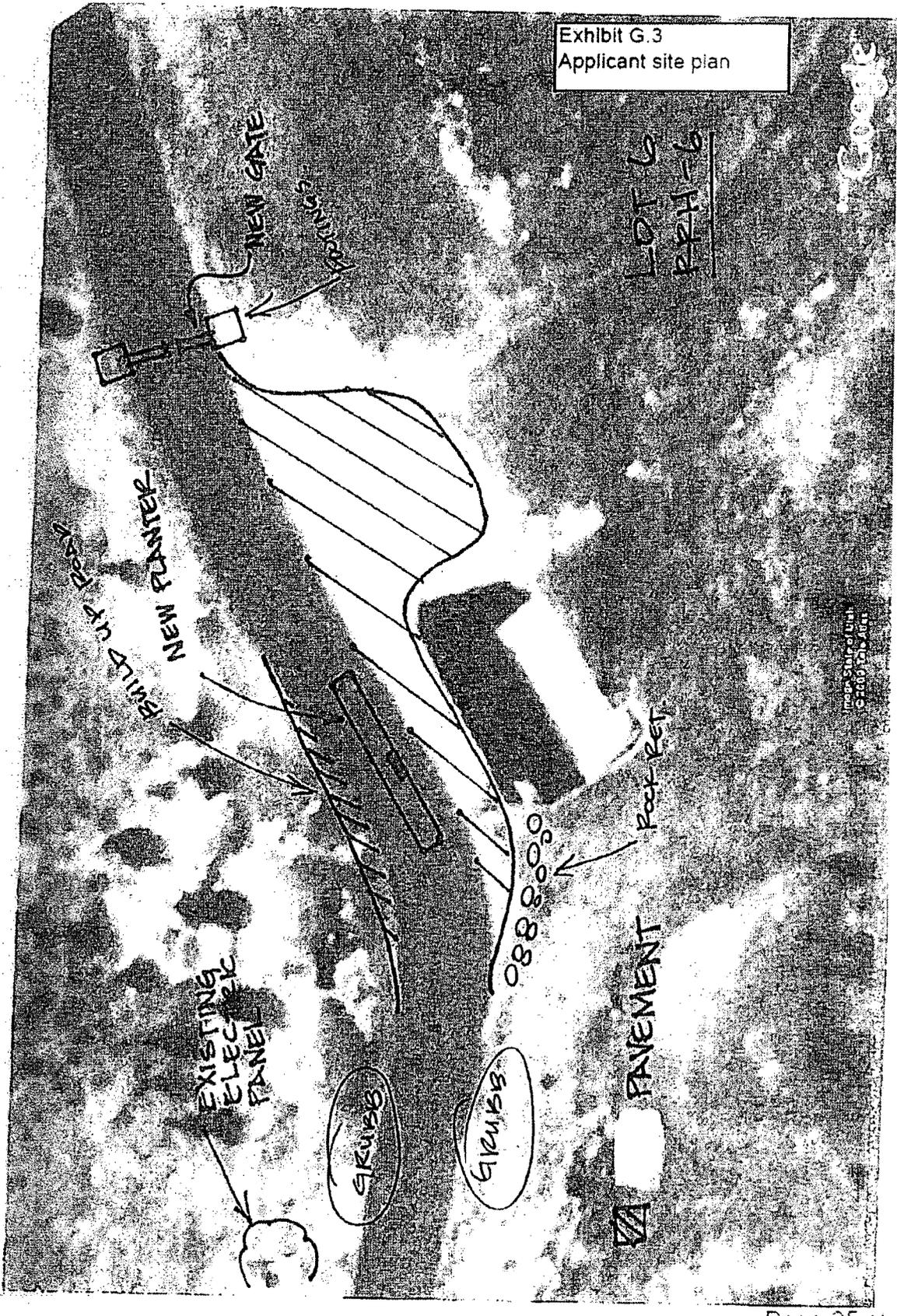


**Entry Gate Looking West. Dual Arm  
Electric Gates leading to existing approve  
Gatehouse.**

Page 27 of 31



Exhibit G.3  
Applicant site plan



COOTE

LOT 6  
RRH-6

Map State of Utah  
5200 12/1/11

NEW GATE

NEW PAVEMENT

FALL OUT FROM

EXISTING  
ELECTRIC  
PANEL

SKUBS

SKUBS

0888000

PAVEMENT

POOL-RET

**EXHIBIT "C"**  
**FORM OF EASEMENT**

WHEN RECORDED MAIL TO:  
Snyderville Basin Recreation District  
5715 Trailside Drive  
Park City, UT 84098

\_\_\_\_\_  
Space above for Recorders Stamp

**PUBLIC RECREATION TRAIL EASEMENT AND ACCESS AGREEMENT**

Property Owner: \_\_\_\_\_ Trail Name: \_\_\_\_\_ Parcel # \_\_\_\_\_

THIS PUBLIC RECREATION TRAIL EASEMENT AGREEMENT AND ACCESS AGREEMENT ("Easement Agreement"), is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ with address at \_\_\_\_\_ ("Owner"), and SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a special service district of the State of Utah, with offices at 5715 Trailside Drive, Park City, UT 84098 ("SBSRD"). Owner and SBSRD are sometimes collectively referred to in this Easement Agreement as the "Parties" or individually as a "Party."

**RECITALS**

WHEREAS, Owner is the owner of certain real property in SUMMIT COUNTY, Utah, more particularly described on Exhibit A, attached hereto and by this reference incorporated herein (the "Property"); and,

WHEREAS, The term "Owner" as used herein shall mean the possessor of any interest in the Property, whether public or private land, including a condominium association where the easement to be granted herein is located in a designated common area and an owner's association is empowered to grant easements over same; and,

WHEREAS, Owner desires to grant SBSRD an easement across a portion of the Property for the purpose of establishing a public, non-motorized trail, and assisting in the shaping of the character, direction, and development of public recreation trails throughout Summit County; and,

WHEREAS, SBSRD is a public body, authorized by law to acquire interests in real property for purposes of developing and maintaining land for public recreational opportunities;

## AGREEMENT

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. Grant of Easement.

Owner hereby grants unto SBSRD:

A. A trail easement ("Trail Easement") on, over, under, and across the Property solely consisting of a corridor twenty feet (20') in width ("Easement Corridor") lying along an alignment as described in the Site Map attached hereto as Exhibit B, and by this reference is incorporated herein, exclusively for the duration and purpose set forth herein below and consisting only of the rights hereinafter enumerated.

B. A non-exclusive access easement ("Access Easement") on, over, under, and across private roads, driveways, common area parcels, and emergency ingress/egress easements which are owned and/or controlled by Owner on the Property, including access into gated/guarded communities, for the duration and purpose set forth herein below and consisting of the rights hereinafter enumerated.

### 2. Duration.

Subject only to the reversionary clause in Section 3, the Trail Easement and Access Easement are granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors, and assigns.

### 3. Reversionary Clause.

The Easement created by this Agreement is granted, in part, in consideration for a Settlement Agreement ("Settlement Agreement") by and among SUMMIT COUNTY, a political subdivision of the State of Utah, ("County"), the SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT ("SBSRD"), a special service district of the State of Utah, THE RIDGE AT REDHAWK WILDLIFE PRESERVE FOUNDATION, INC., a Utah non-profit corporation ("Foundation") and FASSIO TONYA GAIL TRUSTEE of the TONYA G. FASSIO TRUST, MARK & NANCY CAVALLO, JAMES K. and KRISTEN LASSETTER, JOHN J. and TYANN MOONEY III, REDHAWK TRAIL, LLC, and MATTHEW L. and SARAH HOLLINGSWORTH (collectively "Lot Owners"). The Settlement Agreement, among other things, provides that the County issue a building permit to the Foundation to construct, operate and maintain the Gate/Gatehouse in the location and in the design as specified in Exhibit "B" to the Settlement Agreement and further acknowledges that the Lot Owners have the perpetual right to operate and maintain the Gate/Gatehouse. In the Settlement Agreement the parties thereto further acknowledged that the design of the gate includes a 4' wide opening and that

the Foundation may, in its sole discretion, attach a gate across that opening so long as that gate is not locked. The Settlement Agreement further provided that the parties thereto acknowledged that neither the existence of the 4' wide opening in the Gate nor the entry into this Agreement shall in any way be construed as any waiver or relinquishment by the Foundation that the Red Hawk Trail Road ("Road") is private and that the Foundation may exclude the public from using the Road for any purpose including, but not limited to, hiking, biking, driving or riding horses or to access the Trail Easement. At any time if the Foundation is required by Summit County to remove the Gate/Gatehouse or to allow the public to use the Road, the Trail Easement granted herein shall immediately be terminated and all rights to any property that is the subject of the Trail Easement shall revert to Owner. If Summit County and Foundation that owns the Road enter into an agreement whereby the County takes ownership of the Road then this reversionary clause shall terminate upon the recordation of that transfer of ownership.

#### **4. Purpose.**

The purpose of the Trail Easement is to obtain, develop, preserve, and maintain the area within the Easement Corridor for development, construction, use, preservation, and maintenance of a non-motorized trail, for the use and benefit of SBSRD and the general public.

The purpose of the Access Easement is to provide SBSRD and its Affiliates (as defined below), not the general public, access to the Easement Corridor as SBSRD deems reasonable and necessary to develop, construct, maintain, and otherwise manage the Trail Easement in accordance with provisions set forth herein.

#### **5. Rights Conveyed and Obligations.**

The rights conveyed to and corresponding obligations imposed upon SBSRD by this Trail Easement and Access Easement are as follows:

- A. To develop within the Easement Corridor a trail not to exceed twenty feet (20') in width, ("Trail") for non-motorized recreational use;
- B. To lay out, mark, develop, construct, maintain or relocate the Trail, within the Easement Corridor;
- C. To make minor topographical changes to the Property within the Easement Corridor for the necessity and convenience of locating the Trail, (including improvements as needed to provide structural support and erosion control; e.g. drainage ditches, berms, import soils to build up to level grade, etc.);
- D. To establish and maintain appropriate signage within the Easement Corridor marking the trail and providing directions or other appropriate information in connection with the Trail;

E. To enter upon the Easement Corridor for all reasonable and necessary construction, maintenance, and repair of the trail and Easement Corridor, and to pursue same diligently to completion. Such maintenance shall include, but shall not be limited to sweeping, snow plowing, weed spraying, crack sealing, seal coating, re-treading, re-surfacing, and otherwise keeping the trail in a serviceable and safe condition;

F. To manage vegetation within the Easement Corridor through removal and/or trimming of trees, shrubs, grasses or exotic or noxious plant species, in order to maintain appropriate sight lines (as determined necessary by SBSRD at its sole discretion), and otherwise as necessary to keep the Trail in a serviceable and safe condition and maintain the integrity of the Trail;

G. To maintain the Easement Corridor in a good, clean and sanitary condition, free from waste or litter and/or any condition that is offensive to the public health, safety or welfare or that constitutes a nuisance; and,

H. To ensure that no lien or claim of mechanics, laborers or materialmen will be filed against the Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by SBSRD regarding the Trail Easement.

I. If any damage occurs to Owner's property or any improvements thereon arising out of, related to, or as a consequence of any of SBSRD's work in the Easement Corridor, Owner promptly will notify SBSRD in writing of the damage. Unless otherwise agreed by the parties, SBSRD will repair the damage (or commence and diligently pursue repairing the damage) within 30 days after receipt of Owner's notice.

#### **6. Limitation on Use of the Trail Easement.**

Public access on, over or across the Trail Easement shall be strictly limited to access by foot or other non-motorized means except as follows: (a) use by motorized or battery propelled wheelchairs, (b) use by Owner or SBSRD operated motor vehicles for purposes of construction or maintenance of any trail that may be established within the Easement Corridor, and (c) use for emergency access for wild land fire and structural fire suppression, to facilitate search and rescue operations, or by public law enforcement personnel as deemed necessary for public safety.

The Trail shall be maintained in substantially the same 4' width of actual trail surface configuration as it exists presently. Specifically, and without limiting the foregoing, the Trail shall not be paved and no facilities such as benches, restrooms, chairs or other items that would encourage users of the Trail to consider the location of the Trail to be a destination or place to stay (beyond the normal use of portions

of a trail to observe or briefly catch the user's breath) shall be placed by SBSRD or the County or be allowed to be placed there by third-parties.

**7. Fees.**

No fees shall be charged by Owner for use of the Trail Easement by the general public.

**8. Liability/Indemnification/Immunity.**

Owner shall enjoy the limitations on legal liability involving public recreational use of the Trail Easement as provided for in *Utah Code Annotated ("UCA") §§57-14-101 thru 205 (Limitations on Landowner Liability – Relating to Recreational Use)* and *UCA §57-14-401 and §78B-4-509 (2) and (3) (Inherent Risks of Certain Activities)*. Furthermore, SBSRD agrees to indemnify, defend, and forever hold Owner, (including without limitation, its officers, directors, owners, members, agents, representatives, affiliates, partners, associates, and employees, harmless from and against any loss, damage, injury or death arising from any act or omission of SBSRD (including without limitation, licensees, employees, agents, and invitees (collectively "Affiliates"), for the duration of the Trail Easement and/or Access Easement.

Owner shall promptly notify the SBSRD of all incidents and claims known to the Owner which may be the basis for a claim of indemnification against the SBSRD and provide the SBSRD with a reasonable opportunity to defend, negotiate, settle, or deny such claims, and litigate the defense of such claims. Owner agrees that it will not in any way interfere with the rights of the SBSRD to assert all legal defenses and defend the claims of third parties.

**9. Owner's Representations.**

Notwithstanding that the Trail Easement and Access Easement granted herein is without warranty, Owner represents that it is a possessor in interest of the Property, and that it has full legal authority to grant this Trail Easement and Access Easement to SBSRD free of liability for any lien or encumbrance previously placed thereon by Owner.

**10. Retained Rights.**

Except for the rights expressly conveyed to SBSRD hereunder, Owner reserves to itself, its personal representatives, heirs, successors and assigns all other rights arising out of ownership of the Property, including, without limitation, the right to engage in, or permit or invite others to engage in, all uses of the Property not expressly prohibited herein and that are not inconsistent and do not interfere with the terms and conditions of this Easement Agreement, including, again without limitation, the following enumerated rights:

A. A right-of-way on, over, under, and across the Trail Easement for purposes of ingress, egress, placement of underground utilities for the benefit of the Property and adjacent property that is or may hereafter be acquired by Owner, the location of any such right-of-way to be designated by Owner at a future date; and

B. To relocate (but not terminate), the Trail Easement as described herein, provided all of the following conditions are met: 1. SBSRD approves in writing the proposed new location, which approval shall not be unreasonably withheld, noting that integrity of trail (e.g. grade, line of site) and increased maintenance concerns, are examples of justification for disapproval; 2. The proposed new location of Trail Easement, as approved by SBSRD, is within the Easement Corridor; 3. Relocation work is completed by or at the direction of SBSRD; and 4. Owner agrees in writing to promptly reimburse SBSRD for all actual out of pocket costs associated with the relocation (SBSRD to provide a written estimate of costs to Owner prior to commencement of work). Upon any such relocation, SBSRD shall enjoy all rights conveyed herein with respect to the Trail Easement as relocated.

C. To landscape and install and maintain irrigation within the Easement Corridor, but not any portion of the Trail, subject to the right, but not the obligation of SBSRD to manage any such vegetation as provided for in Section 4 Paragraph F herein.

#### **11. Enforcement.**

The SBSRD and Owner shall have the right to enforce, through any permitted proceeding at law or in equity, including by specific performance, the terms, provisions, restrictions and requirements of this Easement Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Easement Agreement shall not result in or be construed to be an abandonment or termination of this Easement Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Easement Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of this Easement Agreement, the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees, (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

#### **12. Acceptance.**

By its signature set forth herein below, SBSRD hereby accepts the foregoing grant of the Trail Easement and Access Easement subject to the terms and conditions herein.

**13. Binding Effect.**

This Easement Agreement extends to and is binding upon the Parties and their respective heirs, personal representatives, successors and assigns.

**14. Law.**

This Easement Agreement shall be interpreted, construed, and enforced according to the laws of the State of Utah.

**15. Relationship Between the Parties.**

The easements and rights-of-way reserved above are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any similar relationship between Owner and SBSRD, or as applicable, owners association and SBSRD.

**16. Amendment.**

This Easement Agreement shall not be modified or amended except by a written instrument executed by the Parties hereto and recorded in the official records of Summit County.

**17. Entire Agreement.**

The Parties agree that this Trail Easement and Access Easement constitutes the entire understanding and agreement between the Parties with regard to the subject matter hereof, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof.

**18. Severability.**

If any provision of this Easement Agreement shall be declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused their respective names to be hereunto affixed this 13<sup>th</sup> day of January, 2016.

Counterpart signatures appear on the following pages.

**ATTEST:**

**SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**

\_\_\_\_\_  
Kent Jones  
County Clerk

BY: \_\_\_\_\_  
Roger Armstrong  
Chair, Governing Board

**APPROVED AS TO FORM:**

**SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**

\_\_\_\_\_  
David L. Thomas  
Chief Civil Deputy

By: \_\_\_\_\_  
Rena, Jordan  
District Director



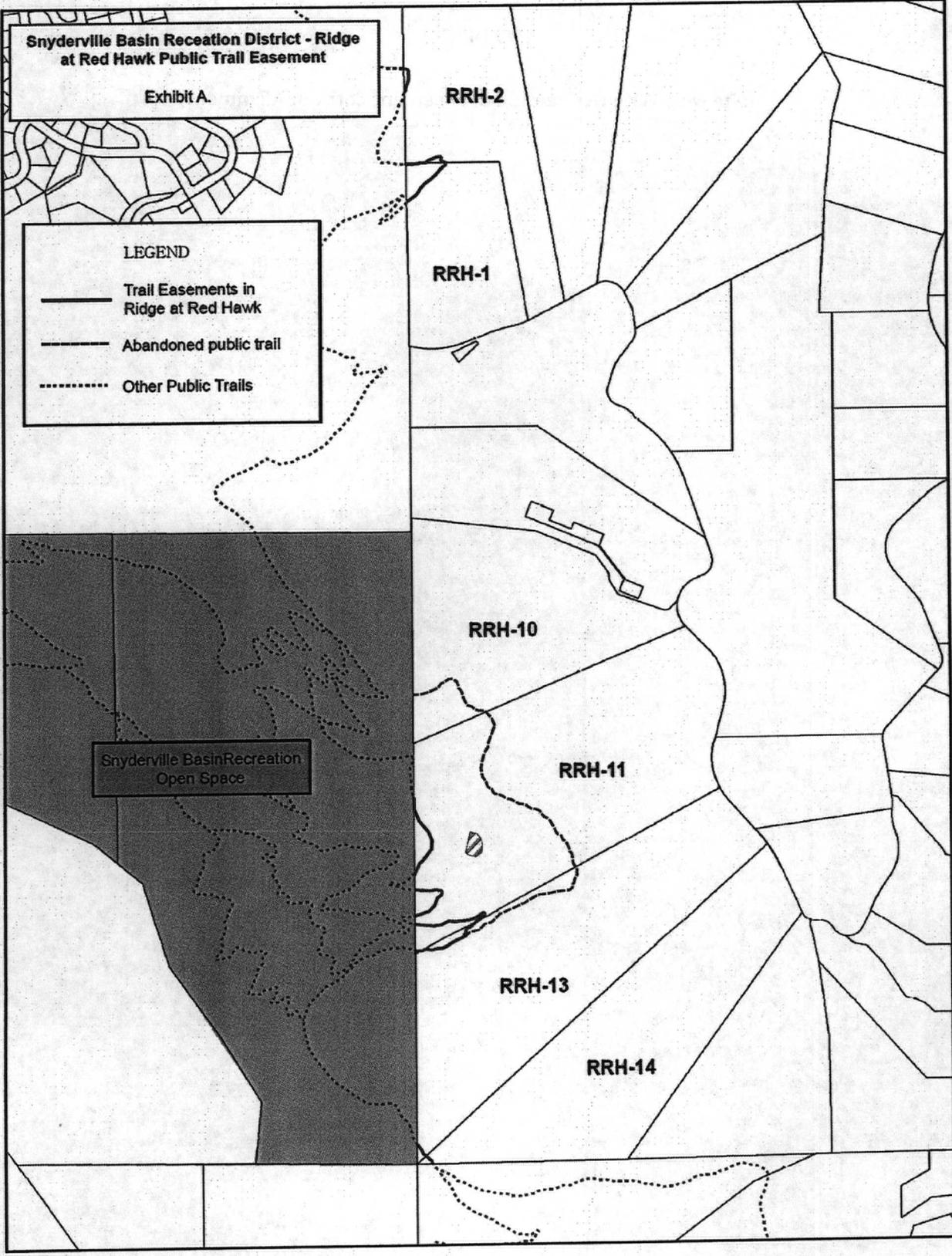
**EXHIBIT A**

**(Legal Description of Property)**

**Note – this description should be the entire legal parcel of the servient tenement of which only a portion will be affected by the easement)**

**EXHIBIT B**

**(Site Map With Delineation of Easement Corridor Alignment)**



**Snyderville Basin Recreation District - Ridge at Red Hawk Public Trail Easement**  
 Exhibit A.

- LEGEND**
- Trail Easements in Ridge at Red Hawk
  - - - Abandoned public trail
  - ..... Other Public Trails

Snyderville Basin Recreation  
 Open Space

RRH-2

RRH-1

RRH-10

RRH-11

RRH-13

RRH-14

### **COUNCIL COMMENTS:**

Council Member McMullin stated she has a question regarding the annual \$36 garbage per-household fee that the County is going to start imposing. She questioned whether the County has determined the cost of issuing those bills and if the County will receive any real net revenue from it, since it can't go on the property tax bill. Manager Tom Fisher replied that yes, it can range anywhere from a dollar to \$2 per bill to do that collection. Mr. Fisher explained that the bills will be annual, and the final concept of it will be brought back to the Council in March 2016.

Vice-Chair Robinson stated that he has been working with Summit Land Conservancy this past week to potentially place a conservation easement on some of his ranch lands on the south side of Echo Canyon along the Wyoming line, up towards Evanston. He stated the Conservancy intends to apply by week's end to the Natural Resources Conservation Service to seek a grant as part of the 2014 Farm Bill for these grass lands of special significance, which are sage grouse habitat. Summit Land Conservancy will be making an application to the Lee Ray McCallister Fund, which is funded annually by the legislature. It has a requirement that not only Summit land, but also the county in which the land resides is co-holder of the easement. The Conservancy will be looking for a possible signature from the Council.

Vice-Chair Robinson also gave a brief summary of what was discussed at the Mountain Accord Executive Board Meeting the previous Monday.

### **MANAGER COMMENTS**

Manager Tom Fisher stated TCFC and the RVMA will be bringing forth some proposals to Council to talk about some possible public financing options.

Mr. Fisher reminded the Council that Randy Barton, and a group that he brought in late last year, proposed that they have some conversations with the Park City Council and Summit County Council about the distribution of funds and the general funding of the arts culture and recreation. He stated Park City Municipal and Park City Council have had that conversation in workshop. Mr. Fisher asked the Council if they would like a staff report and recommendations or if the Council would just rather be part of a task force that studies it. Council Member Carson stated she thinks the Council needs to be a part of the discussion and Vice-Chair Robinson agreed. Council Member McMullin volunteered to be on that task force.

### **CONVENE AS THE GOVERNING BOARD OF THE SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**

Council Vice-Chair Robinson made a motion to convene as the Governing Board of the Snyderville Basin Special Recreation District. The motion was seconded by Council Member Carson and passed unanimously, 5 to 0.

The meeting of The Governing Board of the Snyderville Basin Special Recreation District was called to order at 5:32 p.m.

**Board Member Robinson made a motion to approve the Settlement Agreement between Summit County, Snyderville Basin Special Recreation District, The Ridge at Redhawk Wildlife Preservation Foundation, Inc., Tonya G. Fassio Trust, Mark & Nancy Cavallo, John J. and Tyann Mooney III, Redhawk Trail, LLC, and Matthew L. and Sarah Hollingsworth. The motion was seconded by Board Member Carson and passed unanimously, 5 to 0.**

**Board Member Robinson made a motion to approve the Redhawk Trail Easement and Access Agreement, the Mooney Trail Easement and Access Agreement, the Hollingsworth Trail Easement and Access Agreement, The Fassio Trail Easement and Access Agreement, and the Cavallo Trail Easement and Access Agreement. The motion was seconded by Board Member Carson and passed unanimously, 5 to 0.**

**Board Member Robinson made a motion to dismiss as the Governing Board of the Snyderville Basin Special Recreation District and reconvene as the Board of County Council. The motion was seconded by Board Member Carson and passed unanimously, 5 to 0.**

The meeting of the Governing Board of the Snyderville Basin Special Recreation District adjourned at 5:33 p.m.

WHEN RECORDED MAIL TO:  
Snyderville Basin Recreation District  
5715 Trailside Drive  
Park City, UT 84098

\_\_\_\_\_  
Space above for Recorders Stamp

PUBLIC RECREATION TRAIL EASEMENT AND ACCESS AGREEMENT

Property Owner: Mooney Trail Name: 24/7 Trail Parcel # RRH-11

THIS PUBLIC RECREATION TRAIL EASEMENT AGREEMENT AND ACCESS AGREEMENT ("Easement Agreement"), is made and entered into this 21 day of August, 2015, by and between John J. & Tyann Mooney with address at 1801 W Red Hawk Trl, PC UT 84098 ("Owner"), and SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a special service district of the State of Utah, with offices at 5715 Trailside Drive, Park City, UT 84098 ("SBSRD"). Owner and SBSRD are sometimes collectively referred to in this Easement Agreement as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Owner is the owner of certain real property in SUMMIT COUNTY, Utah, more particularly described on Exhibit A, attached hereto and by this reference incorporated herein (the "Property"); and,

WHEREAS, The term "Owner" as used herein shall mean the possessor of any interest in the Property, whether public or private land, including a condominium association where the easement to be granted herein is located in a designated common area and an owner's association is empowered to grant easements over same; and,

WHEREAS, Owner desires to grant SBSRD an easement across a portion of the Property for the purpose of establishing a public, non-motorized trail, and assisting in the shaping of the character, direction, and development of public recreation trails throughout Summit County; and,

WHEREAS, SBSRD is a public body, authorized by law to acquire interests in real property for purposes of developing and maintaining land for public recreational opportunities;

## AGREEMENT

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. Grant of Easement.

Owner hereby grants unto SBSRD:

A. A trail easement ("Trail Easement") on, over, under, and across the Property solely consisting of a corridor twenty feet (20') in width ("Easement Corridor") lying along an alignment as described in the Site Map attached hereto as Exhibit B, and by this reference is incorporated herein, exclusively for the duration and purpose set forth herein below and consisting only of the rights hereinafter enumerated.

B. A non-exclusive access easement ("Access Easement") on, over, under, and across private roads, driveways, common area parcels, and emergency ingress/egress easements which are owned and/or controlled by Owner on the Property, including access into gated/guarded communities, for the duration and purpose set forth herein below and consisting of the rights hereinafter enumerated.

### 2. Duration.

Subject only to the reversionary clause in Section 3, the Trail Easement and Access Easement are granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors, and assigns.

### 3. Reversionary Clause.

The Easement created by this Agreement is granted, in part, in consideration for a Settlement Agreement ("Settlement Agreement") by and among SUMMIT COUNTY, a political subdivision of the State of Utah, ("County"), the SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT ("SBSRD"), a special service district of the State of Utah, THE RIDGE AT REDHAWK WILDLIFE PRESERVE FOUNDATION, INC., a Utah non-profit corporation ("Foundation") and FASSIO TONYA GAIL TRUSTEE of the TONYA G. FASSIO TRUST, MARK & NANCY CAVALLÒ, JAMES K. and KRISTEN LASSETTER, JOHN J. and TYANN MOONEY III, REDHAWK TRAIL, LLC, and MATTHEW L. and SARAH HOLLINGSWORTH (collectively "Lot Owners"). The Settlement Agreement, among other things, provides that the County issue a building permit to the Foundation to construct, operate and maintain the Gate/Gatehouse in the location and in the design as specified in Exhibit "B" to the Settlement Agreement and further acknowledges that the Lot Owners have the perpetual right to operate and maintain the Gate/Gatehouse. In the Settlement Agreement the parties thereto further acknowledged that the design of the gate includes a 4' wide opening and that the Foundation may, in its sole discretion, attach a gate across that opening so long as that gate is not locked. The Settlement Agreement further provided that the parties thereto acknowledged that neither

the existence of the 4' wide opening in the Gate nor the entry into this Agreement shall in any way be construed as any waiver or relinquishment by the Foundation that the Red Hawk Trail Road ("Road") is private and that the Foundation may exclude the public from using the Road for any purpose including, but not limited to, hiking, biking, driving or riding horses or to access the Trail Easement. At any time if the Foundation is required by Summit County to remove the Gate/Gatehouse or to allow the public to use the Road, the Trail Easement granted herein shall immediately be terminated and all rights to any property that is the subject of the Trail Easement shall revert to Owner. If Summit County and Foundation that owns the Road enter into an agreement whereby the County takes ownership of the Road then this reversionary clause shall terminate upon the recordation of that transfer of ownership.

#### **4. Purpose.**

The purpose of the Trail Easement is to obtain, develop, preserve, and maintain the area within the Easement Corridor for development, construction, use, preservation, and maintenance of a non-motorized trail, for the use and benefit of SBSRD and the general public.

The purpose of the Access Easement is to provide SBSRD and its Affiliates (as defined below), not the general public, access to the Easement Corridor as SBSRD deems reasonable and necessary to develop, construct, maintain, and otherwise manage the Trail Easement in accordance with provisions set forth herein.

#### **5. Rights Conveyed and Obligations.**

The rights conveyed to and corresponding obligations imposed upon SBSRD by this Trail Easement and Access Easement are as follows:

A. To develop within the Easement Corridor a trail not to exceed twenty feet (20') in width, ("Trail") for non-motorized recreational use;

B. To lay out, mark, develop, construct, maintain or relocate the Trail, within the Easement Corridor;

C. To make minor topographical changes to the Property within the Easement Corridor for the necessity and convenience of locating the Trail, (including improvements as needed to provide structural support and erosion control; e.g. drainage ditches, berms, import soils to build up to level grade, etc.);

D. To establish and maintain appropriate signage within the Easement Corridor marking the trail and providing directions or other appropriate information in connection with the Trail;

E. To enter upon the Easement Corridor for all reasonable and necessary construction, maintenance, and repair of the trail and Easement Corridor, and to pursue same diligently to completion. Such maintenance shall include, but shall not be limited to sweeping, snow plowing, weed

spraying, crack sealing, seal coating, re-treading, re-surfacing, and otherwise keeping the trail in a serviceable and safe condition;

F. To manage vegetation within the Easement Corridor through removal and/or trimming of trees, shrubs, grasses or exotic or noxious plant species, in order to maintain appropriate sight lines (as determined necessary by SBSRD at its sole discretion), and otherwise as necessary to keep the Trail in a serviceable and safe condition and maintain the integrity of the Trail;

G. To maintain the Easement Corridor in a good, clean and sanitary condition, free from waste or litter and/or any condition that is offensive to the public health, safety or welfare or that constitutes a nuisance; and,

H. To ensure that no lien or claim of mechanics, laborers or materialmen will be filed against the Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by SBSRD regarding the Trail Easement.

I. If any damage occurs to Owner's property or any improvements thereon arising out of, related to, or as a consequence of any of SBSRD's work in the Easement Corridor, Owner promptly will notify SBSRD in writing of the damage. Unless otherwise agreed by the parties, SBSRD will repair the damage (or commence and diligently pursue repairing the damage) within 30 days after receipt of Owner's notice.

#### **6. Limitation on Use of the Trail Easement.**

Public access on, over or across the Trail Easement shall be strictly limited to access by foot or other non-motorized means except as follows: (a) use by motorized or battery propelled wheelchairs, (b) use by Owner or SBSRD operated motor vehicles for purposes of construction or maintenance of any trail that may be established within the Easement Corridor, and (c) use for emergency access for wild land fire and structural fire suppression, to facilitate search and rescue operations, or by public law enforcement personnel as deemed necessary for public safety.

The Trail shall be maintained in substantially the same 4' width of actual trail surface configuration as it exists presently. Specifically, and without limiting the foregoing, the Trail shall not be paved and no facilities such as benches, restrooms, chairs or other items that would encourage users of the Trail to consider the location of the Trail to be a destination or place to stay (beyond the normal use of portions of a trail to observe or briefly catch the user's breath) shall be placed by SBSRD or the County or be allowed to be placed there by third-parties.

**7. Fees.**

No fees shall be charged by Owner for use of the Trail Easement by the general public.

**8. Liability/Indemnification/Immunity.**

Owner shall enjoy the limitations on legal liability involving public recreational use of the Trail Easement as provided for in *Utah Code Annotated ("UCA") §557-14-101 thru 205 (Limitations on Landowner Liability – Relating to Recreational Use)* and *UCA §57-14-401 and §78B-4-509 (2) and (3) (Inherent Risks of Certain Activities)*. Furthermore, SBSRD agrees to indemnify, defend, and forever hold Owner, (including without limitation, its officers, directors, owners, members, agents, representatives, affiliates, partners, associates, and employees, harmless from and against any loss, damage, injury or death arising from any act or omission of SBSRD (including without limitation, licensees, employees, agents, and invitees (collectively "Affiliates")), for the duration of the Trail Easement and/or Access Easement.

Owner shall promptly notify the SBSRD of all incidents and claims known to the Owner which may be the basis for a claim of indemnification against the SBSRD and provide the SBSRD with a reasonable opportunity to defend, negotiate, settle, or deny such claims, and litigate the defense of such claims. Owner agrees that it will not in any way interfere with the rights of the SBSRD to assert all legal defenses and defend the claims of third parties.

**9. Owner's Representations.**

Notwithstanding that the Trail Easement and Access Easement granted herein is without warranty, Owner represents that it is a possessor in interest of the Property, and that it has full legal authority to grant this Trail Easement and Access Easement to SBSRD free of liability for any lien or encumbrance previously placed thereon by Owner.

**10. Retained Rights.**

Except for the rights expressly conveyed to SBSRD hereunder, Owner reserves to itself, its personal representatives, heirs, successors and assigns all other rights arising out of ownership of the Property, including, without limitation, the right to engage in, or permit or invite others to engage in, all uses of the Property not expressly prohibited herein and that are not inconsistent and do not interfere with the terms and conditions of this Easement Agreement, including, again without limitation, the following enumerated rights:

A. A right-of-way on, over, under, and across the Trail Easement for purposes of ingress, egress, placement of underground utilities for the benefit of the Property and adjacent property that is or may hereafter be acquired by Owner, the location of any such right-of-way to be designated by Owner at a future date; and

B. To relocate (but not terminate), the Trail Easement as described herein, provided all of the following conditions are met: 1. SBSRD approves in writing the proposed new location, which approval shall not be unreasonably withheld, noting that integrity of trail (e.g. grade, line of site) and increased maintenance concerns, are examples of justification for disapproval; 2. The proposed new location of Trail Easement, as approved by SBSRD, is within the Easement Corridor; 3. Relocation work is completed by or at the direction of SBSRD; and 4. Owner agrees in writing to promptly reimburse SBSRD for all actual out of pocket costs associated with the relocation (SBSRD to provide a written estimate of costs to Owner prior to commencement of work). Upon any such relocation, SBSRD shall enjoy all rights conveyed herein with respect to the Trail Easement as relocated.

C. To landscape and install and maintain irrigation within the Easement Corridor, but not any portion of the Trail, subject to the right, but not the obligation of SBSRD to manage any such vegetation as provided for in Section 4 Paragraph F herein.

**11. Enforcement.**

The SBSRD and Owner shall have the right to enforce, through any permitted proceeding at law or in equity, including by specific performance, the terms, provisions, restrictions and requirements of this Easement Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Easement Agreement shall not result in or be construed to be an abandonment or termination of this Easement Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Easement Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of this Easement Agreement, the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees, (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

**12. Acceptance.**

By its signature set forth herein below, SBSRD hereby accepts the foregoing grant of the Trail Easement and Access Easement subject to the terms and conditions herein.

**13. Binding Effect.**

This Easement Agreement extends to and is binding upon the Parties and their respective heirs, personal representatives, successors and assigns.

14. Law.

This Easement Agreement shall be interpreted, construed, and enforced according to the laws of the State of Utah.

15. Relationship Between the Parties.

The easements and rights-of-way reserved above are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any similar relationship between Owner and SBSRD, or as applicable, owners association and SBSRD.

16. Amendment.

This Easement Agreement shall not be modified or amended except by a written instrument executed by the Parties hereto and recorded in the official records of Summit County.

17. Entire Agreement.

The Parties agree that this Trail Easement and Access Easement constitutes the entire understanding and agreement between the Parties with regard to the subject matter hereof, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof.

18. Severability.

If any provision of this Easement Agreement shall be declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused their respective names to be hereunto affixed this 21 day of August, 2015.

Counterpart signatures appear on the following pages.

EXECUTED by the Owner on this 21 day of Aug. 2015.

By: [Signature]  
Its: Lot #11

STATE OF PA )  
 ):ss  
COUNTY OF York )

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 21 day of August 2015 before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ Corporation, who is known to me as the person and officer described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledge that he/she held the position or title set forth in the instrument and certificate, that he/she signed the instrument of behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

SEAL:

[Signature]  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Katelyn M. Duck, Notary Public  
West Manheim Twp., York County  
My Commission Expires May 14, 2019  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



ATTEST:

  
\_\_\_\_\_  
Kent Jones  
County Clerk

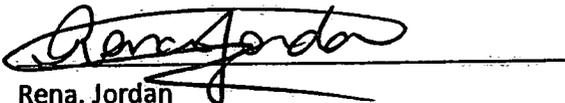
SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

BY:   
\_\_\_\_\_  
Roger Armstrong  
Chair, Governing Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David L. Thomas  
Chief Civil Deputy

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By:   
\_\_\_\_\_  
Rena, Jordan  
District Director

**EXHIBIT A**

**(Legal Description of Property)**

**Note – this description should be the entire legal parcel of the servient tenement of which only a portion will be affected by the easement)**

**EXHIBIT B**

**(Site Map With Delineation of Easement Corridor Alignment)**

**Snyderville Basin Recreation District - Ridge  
at Red Hawk Public Trail Easement**

Exhibit A.

**LEGEND**

-  Trail Easements in Ridge at Red Hawk
-  Abandoned public trail
-  Other Public Trails

Snyderville Basin Recreation  
Open Space

RRH-2

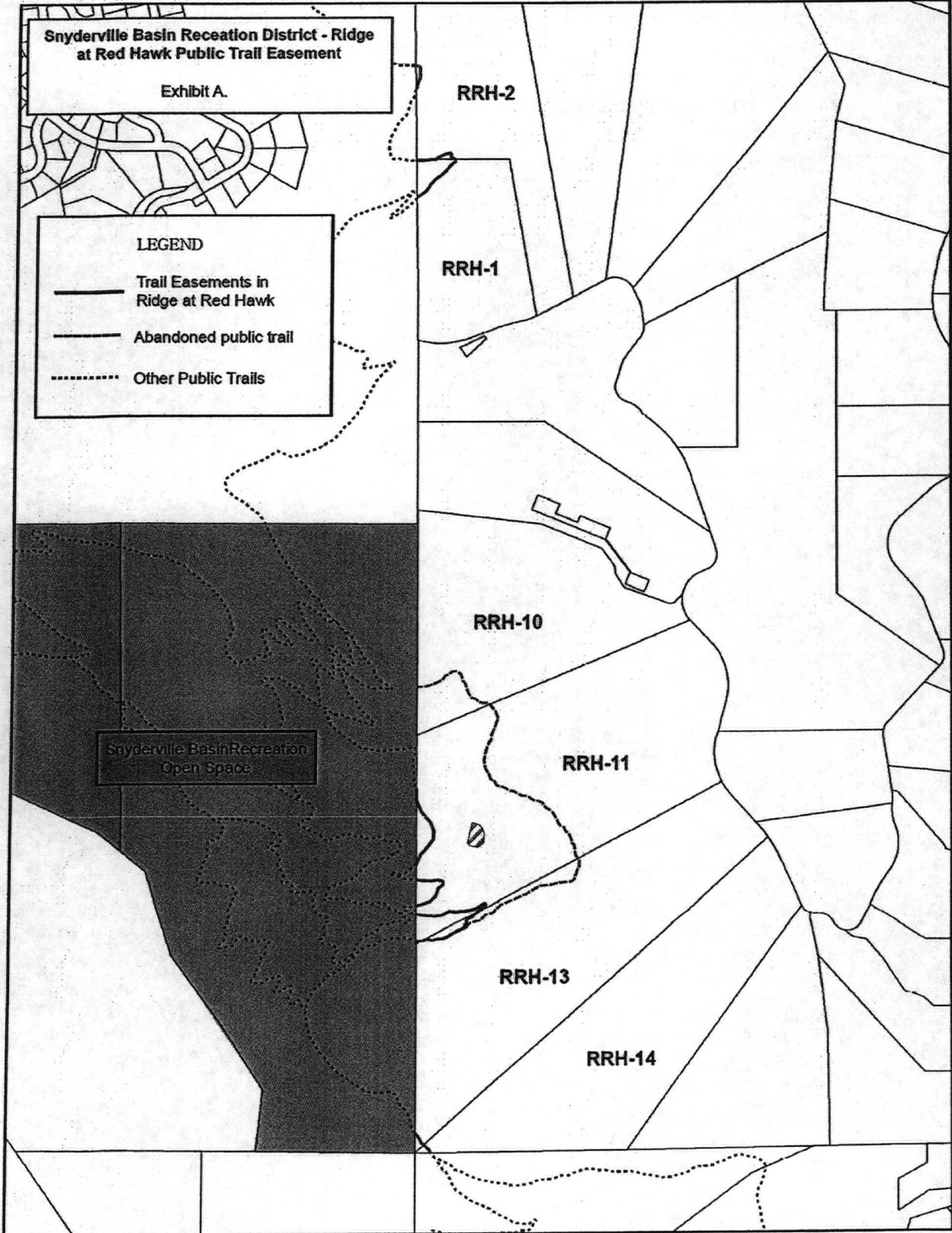
RRH-1

RRH-10

RRH-11

RRH-13

RRH-14



WHEN RECORDED MAIL TO:  
Snyderville Basin Recreation District  
5715 Trailside Drive  
Park City, UT 84098

\_\_\_\_\_  
Space above for Recorders Stamp

**PUBLIC RECREATION TRAIL EASEMENT AND ACCESS AGREEMENT**

Property Owner: Hollingsworth Trail Name: 24/7 Trail Parcel # RRH-14

THIS PUBLIC RECREATION TRAIL EASEMENT AGREEMENT AND ACCESS AGREEMENT ("Easement Agreement"), is made and entered into this \_\_\_ day of June, 2015, by and between Matthew L. & Sarah Hollingsworth, with address at 1755 W Red Hawk Trail, PC UT 84098 ("Owner"), and **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**, a special service district of the State of Utah, with offices at 5715 Trailside Drive, Park City, UT 84098 ("SBSRD"). Owner and SBSRD are sometimes collectively referred to in this Easement Agreement as the "Parties" or individually as a "Party."

**RECITALS**

WHEREAS, Owner is the owner of certain real property in SUMMIT COUNTY, Utah, more particularly described on Exhibit A, attached hereto and by this reference incorporated herein (the "Property"); and,

WHEREAS, The term "Owner" as used herein shall mean the possessor of any interest in the Property, whether public or private land, including a condominium association where the easement to be granted herein is located in a designated common area and an owner's association is empowered to grant easements over same; and,

WHEREAS, Owner desires to grant SBSRD an easement across a portion of the Property for the purpose of establishing a public, non-motorized trail, and assisting in the shaping of the character, direction, and development of public recreation trails throughout Summit County; and,

WHEREAS, SBSRD is a public body, authorized by law to acquire interests in real property for purposes of developing and maintaining land for public recreational opportunities;

## A G R E E M E N T

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. Grant of Easement.

Owner hereby grants unto SBSRD:

A. A trail easement ("Trail Easement") on, over, under, and across the Property solely consisting of a corridor twenty feet (20') in width ("Easement Corridor") lying along an alignment as described in the Site Map attached hereto as Exhibit B, and by this reference is incorporated herein, exclusively for the duration and purpose set forth herein below and consisting only of the rights hereinafter enumerated.

B. A non-exclusive access easement ("Access Easement") on, over, under, and across private roads, driveways, common area parcels, and emergency ingress/egress easements which are owned and/or controlled by Owner on the Property, including access into gated/guarded communities, for the duration and purpose set forth herein below and consisting of the rights hereinafter enumerated.

### 2. Duration.

Subject only to the reversionary clause in Section 3, the Trail Easement and Access Easement are granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors, and assigns.

### 3. Reversionary Clause.

The Easement created by this Agreement is granted, in part, in consideration for a Settlement Agreement ("Settlement Agreement") by and among SUMMIT COUNTY, a political subdivision of the State of Utah, ("County"), the SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT ("SBSRD"), a special service district of the State of Utah, THE RIDGE AT REDHAWK WILDLIFE PRESERVE FOUNDATION, INC., a Utah non-profit corporation ("Foundation") and FASSIO TONYA GAIL TRUSTEE of the TONYA G. FASSIO TRUST, MARK & NANCY CAVALLO, JAMES K. and KRISTEN LASSETTER, JOHN J. and TYANN MOONEY III, REDHAWK TRAIL, LLC, and MATTHEW L. and SARAH HOLLINGSWORTH (collectively "Lot Owners"). The Settlement Agreement, among other things, provides that the County issue a building permit to the Foundation to construct, operate and maintain the Gate/Gatehouse in the location and in the design as specified in Exhibit "B" to the Settlement Agreement and further acknowledges that the Lot Owners have the perpetual right to operate and maintain the Gate/Gatehouse. In the Settlement Agreement the parties thereto further acknowledged that the design of the gate includes a 4' wide opening and that the Foundation may, in its sole discretion, attach a gate across that opening so long as that gate is not locked. The Settlement Agreement further provided that the parties thereto acknowledged that neither

the existence of the 4' wide opening in the Gate nor the entry into this Agreement shall in any way be construed as any waiver or relinquishment by the Foundation that the Red Hawk Trail Road ("Road") is private and that the Foundation may exclude the public from using the Road for any purpose including, but not limited to, hiking, biking, driving or riding horses or to access the Trail Easement. At any time if the Foundation is required by Summit County to remove the Gate/Gatehouse or to allow the public to use the Road, the Trail Easement granted herein shall immediately be terminated and all rights to any property that is the subject of the Trail Easement shall revert to Owner. If Summit County and Foundation that owns the Road enter into an agreement whereby the County takes ownership of the Road then this reversionary clause shall terminate upon the recordation of that transfer of ownership.

#### **4. Purpose.**

The purpose of the Trail Easement is to obtain, develop, preserve, and maintain the area within the Easement Corridor for development, construction, use, preservation, and maintenance of a non-motorized trail, for the use and benefit of SBSRD and the general public.

The purpose of the Access Easement is to provide SBSRD and its Affiliates (as defined below), not the general public, access to the Easement Corridor as SBSRD deems reasonable and necessary to develop, construct, maintain, and otherwise manage the Trail Easement in accordance with provisions set forth herein.

#### **5. Rights Conveyed and Obligations.**

The rights conveyed to and corresponding obligations imposed upon SBSRD by this Trail Easement and Access Easement are as follows:

- A. To develop within the Easement Corridor a trail not to exceed twenty feet (20') in width, ("Trail") for non-motorized recreational use;
- B. To lay out, mark, develop, construct, maintain or relocate the Trail, within the Easement Corridor;
- C. To make minor topographical changes to the Property within the Easement Corridor for the necessity and convenience of locating the Trail, (including improvements as needed to provide structural support and erosion control; e.g. drainage ditches, berms, import soils to build up to level grade, etc.);
- D. To establish and maintain appropriate signage within the Easement Corridor marking the trail and providing directions or other appropriate information in connection with the Trail;
- E. To enter upon the Easement Corridor for all reasonable and necessary construction, maintenance, and repair of the trail and Easement Corridor, and to pursue same diligently to completion. Such maintenance shall include, but shall not be limited to sweeping, snow plowing, weed

spraying, crack sealing, seal coating, re-treading, re-surfacing, and otherwise keeping the trail in a serviceable and safe condition;

F. To manage vegetation within the Easement Corridor through removal and/or trimming of trees, shrubs, grasses or exotic or noxious plant species, in order to maintain appropriate sight lines (as determined necessary by SBSRD at its sole discretion), and otherwise as necessary to keep the Trail in a serviceable and safe condition and maintain the integrity of the Trail;

G. To maintain the Easement Corridor in a good, clean and sanitary condition, free from waste or litter and/or any condition that is offensive to the public health, safety or welfare or that constitutes a nuisance; and,

H. To ensure that no lien or claim of mechanics, laborers or materialmen will be filed against the Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by SBSRD regarding the Trail Easement.

I. If any damage occurs to Owner's property or any improvements thereon arising out of, related to, or as a consequence of any of SBSRD's work in the Easement Corridor, Owner promptly will notify SBSRD in writing of the damage. Unless otherwise agreed by the parties, SBSRD will repair the damage (or commence and diligently pursue repairing the damage) within 30 days after receipt of Owner's notice.

#### **6. Limitation on Use of the Trail Easement.**

Public access on, over or across the Trail Easement shall be strictly limited to access by foot or other non-motorized means except as follows: (a) use by motorized or battery propelled wheelchairs, (b) use by Owner or SBSRD operated motor vehicles for purposes of construction or maintenance of any trail that may be established within the Easement Corridor, and (c) use for emergency access for wild land fire and structural fire suppression, to facilitate search and rescue operations, or by public law enforcement personnel as deemed necessary for public safety.

The Trail shall be maintained in substantially the same 4' width of actual trail surface configuration as it exists presently. Specifically, and without limiting the foregoing, the Trail shall not be paved and no facilities such as benches, restrooms, chairs or other items that would encourage users of the Trail to consider the location of the Trail to be a destination or place to stay (beyond the normal use of portions of a trail to observe or briefly catch the user's breath) shall be placed by SBSRD or the County or be allowed to be placed there by third-parties.

**7. Fees.**

No fees shall be charged by Owner for use of the Trail Easement by the general public.

**8. Liability/Indemnification/Immunity.**

Owner shall enjoy the limitations on legal liability involving public recreational use of the Trail Easement as provided for in *Utah Code Annotated ("UCA") §57-14-101 thru 205 (Limitations on Landowner Liability – Relating to Recreational Use)* and *UCA §57-14-401 and §78B-4-509 (2) and (3) (Inherent Risks of Certain Activities)*. Furthermore, SBSRD agrees to indemnify, defend, and forever hold Owner, (including without limitation, its officers, directors, owners, members, agents, representatives, affiliates, partners, associates, and employees, harmless from and against any loss, damage, injury or death arising from any act or omission of SBSRD (including without limitation, licensees, employees, agents, and invitees (collectively "Affiliates"), for the duration of the Trail Easement and/or Access Easement.

Owner shall promptly notify the SBSRD of all incidents and claims known to the Owner which may be the basis for a claim of indemnification against the SBSRD and provide the SBSRD with a reasonable opportunity to defend, negotiate, settle, or deny such claims, and litigate the defense of such claims. Owner agrees that it will not in any way interfere with the rights of the SBSRD to assert all legal defenses and defend the claims of third parties.

**9. Owner's Representations.**

Notwithstanding that the Trail Easement and Access Easement granted herein is without warranty, Owner represents that it is a possessor in interest of the Property, and that it has full legal authority to grant this Trail Easement and Access Easement to SBSRD free of liability for any lien or encumbrance previously placed thereon by Owner.

**10. Retained Rights.**

Except for the rights expressly conveyed to SBSRD hereunder, Owner reserves to itself, its personal representatives, heirs, successors and assigns all other rights arising out of ownership of the Property, including, without limitation, the right to engage in, or permit or invite others to engage in, all uses of the Property not expressly prohibited herein and that are not inconsistent and do not interfere with the terms and conditions of this Easement Agreement, including, again without limitation, the following enumerated rights:

A. A right-of-way on, over, under, and across the Trail Easement for purposes of ingress, egress, placement of underground utilities for the benefit of the Property and adjacent property that is or may hereafter be acquired by Owner, the location of any such right-of-way to be designated by Owner at a future date; and

B. To relocate (but not terminate), the Trail Easement as described herein, provided all of the following conditions are met: 1. SBSRD approves in writing the proposed new location, which approval shall not be unreasonably withheld, noting that integrity of trail (e.g. grade, line of site) and increased maintenance concerns, are examples of justification for disapproval; 2. The proposed new location of Trail Easement, as approved by SBSRD, is within the Easement Corridor; 3. Relocation work is completed by or at the direction of SBSRD; and 4. Owner agrees in writing to promptly reimburse SBSRD for all actual out of pocket costs associated with the relocation (SBSRD to provide a written estimate of costs to Owner prior to commencement of work). Upon any such relocation, SBSRD shall enjoy all rights conveyed herein with respect to the Trail Easement as relocated.

C. To landscape and install and maintain irrigation within the Easement Corridor, but not any portion of the Trail, subject to the right, but not the obligation of SBSRD to manage any such vegetation as provided for in Section 4 Paragraph F herein.

**11. Enforcement.**

The SBSRD and Owner shall have the right to enforce, through any permitted proceeding at law or in equity, including by specific performance, the terms, provisions, restrictions and requirements of this Easement Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Easement Agreement shall not result in or be construed to be an abandonment or termination of this Easement Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Easement Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of this Easement Agreement, the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees, (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

**12. Acceptance.**

By its signature set forth herein below, SBSRD hereby accepts the foregoing grant of the Trail Easement and Access Easement subject to the terms and conditions herein.

**13. Binding Effect.**

This Easement Agreement extends to and is binding upon the Parties and their respective heirs, personal representatives, successors and assigns.

**14. Law.**

This Easement Agreement shall be interpreted, construed, and enforced according to the laws of the State of Utah.

**15. Relationship Between the Parties.**

The easements and rights-of-way reserved above are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any similar relationship between Owner and SBSRD, or as applicable, owners association and SBSRD.

**16. Amendment.**

This Easement Agreement shall not be modified or amended except by a written instrument executed by the Parties hereto and recorded in the official records of Summit County.

**17. Entire Agreement.**

The Parties agree that this Trail Easement and Access Easement constitutes the entire understanding and agreement between the Parties with regard to the subject matter hereof, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof.

**18. Severability.**

If any provision of this Easement Agreement shall be declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused their respective names to be hereunto affixed this  
day of June, 2015.

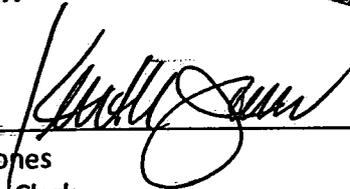


Counterpart signatures appear on the following pages.

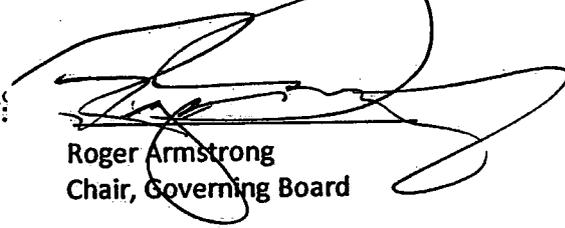




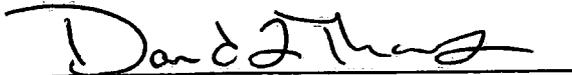
ATTEST:

  
\_\_\_\_\_  
Kent Jones  
County Clerk

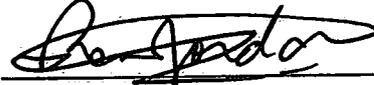
SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

BY:   
\_\_\_\_\_  
Roger Armstrong  
Chair, Governing Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David L. Thomas  
Chief Civil Deputy

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By:   
\_\_\_\_\_  
Rena, Jordan  
District Director

**EXHIBIT A**

**(Legal Description of Property)**

**Note – this description should be the entire legal parcel of the servient tenement of which only a portion will be affected by the easement)**

**EXHIBIT B**

**(Site Map With Delineation of Easement Corridor Alignment)**

**Snyderville Basin Recreation District - Ridge  
at Red Hawk Public Trail Easement**

Exhibit A.

**LEGEND**

-  Trail Easements in Ridge at Red Hawk
-  Abandoned public trail
-  Other Public Trails

Snyderville Basin Recreation  
Open Space

RRH-2

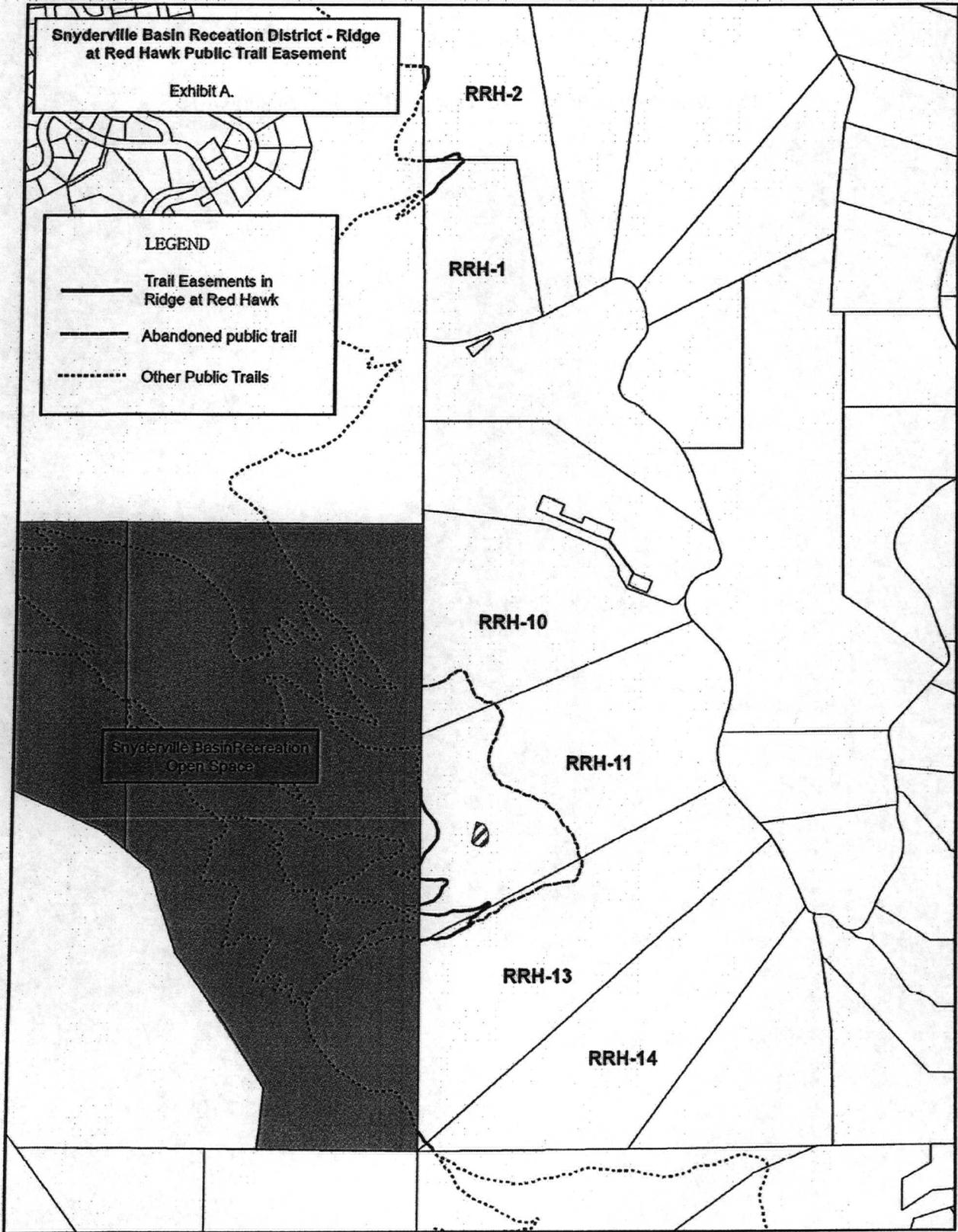
RRH-1

RRH-10

RRH-11

RRH-13

RRH-14



WHEN RECORDED MAIL TO:  
Snyderville Basin Recreation District  
5715 Trailside Drive  
Park City, UT 84098

\_\_\_\_\_  
Space above for Recorders Stamp

**PUBLIC RECREATION TRAIL EASEMENT AND ACCESS AGREEMENT**

Property Owner: Fassio Trail Name: 24/7 Trail Parcel # RRH-1

THIS PUBLIC RECREATION TRAIL EASEMENT AGREEMENT AND ACCESS AGREEMENT ("Easement Agreement"), is made and entered into this \_\_\_ day of June, 2015, by and between Tonya Gail Fassio - Trustee with address at 2000 W Red Hawk Trl, PC UT 84098 ("Owner"), and SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a special service district of the State of Utah, with offices at 5715 Trailside Drive, Park City, UT 84098 ("SBSRD"). Owner and SBSRD are sometimes collectively referred to in this Easement Agreement as the "Parties" or individually as a "Party."

**RECITALS**

WHEREAS, Owner is the owner of certain real property in SUMMIT COUNTY, Utah, more particularly described on Exhibit A, attached hereto and by this reference incorporated herein (the "Property"); and,

WHEREAS, The term "Owner" as used herein shall mean the possessor of any interest in the Property, whether public or private land, including a condominium association where the easement to be granted herein is located in a designated common area and an owner's association is empowered to grant easements over same; and,

WHEREAS, Owner desires to grant SBSRD an easement across a portion of the Property for the purpose of establishing a public, non-motorized trail, and assisting in the shaping of the character, direction, and development of public recreation trails throughout Summit County; and,

WHEREAS, SBSRD is a public body, authorized by law to acquire interests in real property for purposes of developing and maintaining land for public recreational opportunities;

## AGREEMENT

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. Grant of Easement.

Owner hereby grants unto SBSRD:

A. A trail easement ("Trail Easement") on, over, under, and across the Property solely consisting of a corridor twenty feet (20') in width ("Easement Corridor") lying along an alignment as described in the Site Map attached hereto as Exhibit B, and by this reference is incorporated herein, exclusively for the duration and purpose set forth herein below and consisting only of the rights hereinafter enumerated.

B. A non-exclusive access easement ("Access Easement") on, over, under, and across private roads, driveways, common area parcels, and emergency ingress/egress easements which are owned and/or controlled by Owner on the Property, including access into gated/guarded communities, for the duration and purpose set forth herein below and consisting of the rights hereinafter enumerated.

### 2. Duration.

Subject only to the reversionary clause in Section 3, the Trail Easement and Access Easement are granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors, and assigns.

### 3. Reversionary Clause.

The Easement created by this Agreement is granted, in part, in consideration for a Settlement Agreement ("Settlement Agreement") by and among SUMMIT COUNTY, a political subdivision of the State of Utah, ("County"), the SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT ("SBSRD"), a special service district of the State of Utah, THE RIDGE AT REDHAWK WILDLIFE PRESERVE FOUNDATION, INC., a Utah non-profit corporation ("Foundation") and FASSIO TONYA GAIL TRUSTEE of the TONYA G. FASSIO TRUST, MARK & NANCY CAVALLO, JAMES K. and KRISTEN LASSETTER, JOHN J. and TYANN MOONEY III, REDHAWK TRAIL, LLC, and MATTHEW L. and SARAH HOLLINGSWORTH (collectively "Lot Owners"). The Settlement Agreement, among other things, provides that the County issue a building permit to the Foundation to construct, operate and maintain the Gate/Gatehouse in the location and in the design as specified in Exhibit "B" to the Settlement Agreement and further acknowledges that the Lot Owners have the perpetual right to operate and maintain the Gate/Gatehouse. In the Settlement Agreement the parties thereto further acknowledged that the design of the gate includes a 4' wide opening and that the Foundation may, in its sole discretion, attach a gate across that opening so long as that gate is not locked. The Settlement Agreement further provided that the parties thereto acknowledged that neither

the existence of the 4' wide opening in the Gate nor the entry into this Agreement shall in any way be construed as any waiver or relinquishment by the Foundation that the Red Hawk Trail Road ("Road") is private and that the Foundation may exclude the public from using the Road for any purpose including, but not limited to, hiking, biking, driving or riding horses or to access the Trail Easement. At any time if the Foundation is required by Summit County to remove the Gate/Gatehouse or to allow the public to use the Road, the Trail Easement granted herein shall immediately be terminated and all rights to any property that is the subject of the Trail Easement shall revert to Owner. If Summit County and Foundation that owns the Road enter into an agreement whereby the County takes ownership of the Road then this reversionary clause shall terminate upon the recordation of that transfer of ownership.

#### **4. Purpose.**

The purpose of the Trail Easement is to obtain, develop, preserve, and maintain the area within the Easement Corridor for development, construction, use, preservation, and maintenance of a non-motorized trail, for the use and benefit of SBSRD and the general public.

The purpose of the Access Easement is to provide SBSRD and its Affiliates (as defined below), not the general public, access to the Easement Corridor as SBSRD deems reasonable and necessary to develop, construct, maintain, and otherwise manage the Trail Easement in accordance with provisions set forth herein.

#### **5. Rights Conveyed and Obligations.**

The rights conveyed to and corresponding obligations imposed upon SBSRD by this Trail Easement and Access Easement are as follows:

A. To develop within the Easement Corridor a trail not to exceed twenty feet (20') in width, ("Trail") for non-motorized recreational use;

B. To lay out, mark, develop, construct, maintain or relocate the Trail, within the Easement Corridor;

C. To make minor topographical changes to the Property within the Easement Corridor for the necessity and convenience of locating the Trail, (including improvements as needed to provide structural support and erosion control; e.g. drainage ditches, berms, import soils to build up to level grade, etc.);

D. To establish and maintain appropriate signage within the Easement Corridor marking the trail and providing directions or other appropriate information in connection with the Trail;

E. To enter upon the Easement Corridor for all reasonable and necessary construction, maintenance, and repair of the trail and Easement Corridor, and to pursue same diligently to completion. Such maintenance shall include, but shall not be limited to sweeping, snow plowing, weed

spraying, crack sealing, seal coating, re-treading, re-surfacing, and otherwise keeping the trail in a serviceable and safe condition;

F. To manage vegetation within the Easement Corridor through removal and/or trimming of trees, shrubs, grasses or exotic or noxious plant species, in order to maintain appropriate sight lines (as determined necessary by SBSRD at its sole discretion), and otherwise as necessary to keep the Trail in a serviceable and safe condition and maintain the integrity of the Trail;

G. To maintain the Easement Corridor in a good, clean and sanitary condition, free from waste or litter and/or any condition that is offensive to the public health, safety or welfare or that constitutes a nuisance; and,

H. To ensure that no lien or claim of mechanics, laborers or materialmen will be filed against the Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by SBSRD regarding the Trail Easement.

I. If any damage occurs to Owner's property or any improvements thereon arising out of, related to, or as a consequence of any of SBSRD's work in the Easement Corridor, Owner promptly will notify SBSRD in writing of the damage. Unless otherwise agreed by the parties, SBSRD will repair the damage (or commence and diligently pursue repairing the damage) within 30 days after receipt of Owner's notice.

#### **6. Limitation on Use of the Trail Easement.**

Public access on, over or across the Trail Easement shall be strictly limited to access by foot or other non-motorized means except as follows: (a) use by motorized or battery propelled wheelchairs, (b) use by Owner or SBSRD operated motor vehicles for purposes of construction or maintenance of any trail that may be established within the Easement Corridor, and (c) use for emergency access for wild land fire and structural fire suppression, to facilitate search and rescue operations, or by public law enforcement personnel as deemed necessary for public safety.

The Trail shall be maintained in substantially the same 4' width of actual trail surface configuration as it exists presently. Specifically, and without limiting the foregoing, the Trail shall not be paved and no facilities such as benches, restrooms, chairs or other items that would encourage users of the Trail to consider the location of the Trail to be a destination or place to stay (beyond the normal use of portions of a trail to observe or briefly catch the user's breath) shall be placed by SBSRD or the County or be allowed to be placed there by third-parties.

**7. Fees.**

No fees shall be charged by Owner for use of the Trail Easement by the general public.

**8. Liability/Indemnification/Immunity.**

Owner shall enjoy the limitations on legal liability involving public recreational use of the Trail Easement as provided for in *Utah Code Annotated ("UCA") §557-14-101 thru 205 (Limitations on Landowner Liability – Relating to Recreational Use)* and *UCA §57-14-401 and §78B-4-509 (2) and (3) (Inherent Risks of Certain Activities)*. Furthermore, SBSRD agrees to indemnify, defend, and forever hold Owner, (including without limitation, its officers, directors, owners, members, agents, representatives, affiliates, partners, associates, and employees, harmless from and against any loss, damage, injury or death arising from any act or omission of SBSRD (including without limitation, licensees, employees, agents, and invitees (collectively "Affiliates")), for the duration of the Trail Easement and/or Access Easement.

Owner shall promptly notify the SBSRD of all incidents and claims known to the Owner which may be the basis for a claim of indemnification against the SBSRD and provide the SBSRD with a reasonable opportunity to defend, negotiate, settle, or deny such claims, and litigate the defense of such claims. Owner agrees that it will not in any way interfere with the rights of the SBSRD to assert all legal defenses and defend the claims of third parties.

**9. Owner's Representations.**

Notwithstanding that the Trail Easement and Access Easement granted herein is without warranty, Owner represents that it is a possessor in interest of the Property, and that it has full legal authority to grant this Trail Easement and Access Easement to SBSRD free of liability for any lien or encumbrance previously placed thereon by Owner.

**10. Retained Rights.**

Except for the rights expressly conveyed to SBSRD hereunder, Owner reserves to itself, its personal representatives, heirs, successors and assigns all other rights arising out of ownership of the Property, including, without limitation, the right to engage in, or permit or invite others to engage in, all uses of the Property not expressly prohibited herein and that are not inconsistent and do not interfere with the terms and conditions of this Easement Agreement, including, again without limitation, the following enumerated rights:

A. A right-of-way on, over, under, and across the Trail Easement for purposes of ingress, egress, placement of underground utilities for the benefit of the Property and adjacent property that is or may hereafter be acquired by Owner, the location of any such right-of-way to be designated by Owner at a future date; and

B. To relocate (but not terminate), the Trail Easement as described herein, provided all of the following conditions are met: 1. SBSRD approves in writing the proposed new location, which approval shall not be unreasonably withheld, noting that integrity of trail (e.g. grade, line of site) and increased maintenance concerns, are examples of justification for disapproval; 2. The proposed new location of Trail Easement, as approved by SBSRD, is within the Easement Corridor; 3. Relocation work is completed by or at the direction of SBSRD; and 4. Owner agrees in writing to promptly reimburse SBSRD for all actual out of pocket costs associated with the relocation (SBSRD to provide a written estimate of costs to Owner prior to commencement of work). Upon any such relocation, SBSRD shall enjoy all rights conveyed herein with respect to the Trail Easement as relocated.

C. To landscape and install and maintain irrigation within the Easement Corridor, but not any portion of the Trail, subject to the right, but not the obligation of SBSRD to manage any such vegetation as provided for in Section 4 Paragraph F herein.

**11. Enforcement.**

The SBSRD and Owner shall have the right to enforce, through any permitted proceeding at law or in equity, including by specific performance, the terms, provisions, restrictions and requirements of this Easement Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Easement Agreement shall not result in or be construed to be an abandonment or termination of this Easement Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Easement Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of this Easement Agreement, the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees, (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

**12. Acceptance.**

By its signature set forth herein below, SBSRD hereby accepts the foregoing grant of the Trail Easement and Access Easement subject to the terms and conditions herein.

**13. Binding Effect.**

This Easement Agreement extends to and is binding upon the Parties and their respective heirs, personal representatives, successors and assigns.

14. Law.

This Easement Agreement shall be interpreted, construed, and enforced according to the laws of the State of Utah.

15. Relationship Between the Parties.

The easements and rights-of-way reserved above are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any similar relationship between Owner and SBSRD, or as applicable, owners association and SBSRD.

16. Amendment.

This Easement Agreement shall not be modified or amended except by a written instrument executed by the Parties hereto and recorded in the official records of Summit County.

17. Entire Agreement.

The Parties agree that this Trail Easement and Access Easement constitutes the entire understanding and agreement between the Parties with regard to the subject matter hereof, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof.

18. Severability.

If any provision of this Easement Agreement shall be declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused their respective names to be hereunto affixed this 12 day of June, 2015.

Counterpart signatures appear on the following pages.

EXECUTED by the Owner on this 12 day of June, 2015.

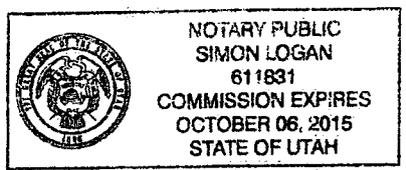
By Tonya G Fossie, Director  
Its: General

STATE OF UT )  
 ):ss  
COUNTY OF Summit )

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 12 day of June 2015 before me personally appeared Tonya G Fossie, the Owner of RRH-1 Corporation, who is known to me as the person and officer described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledged that he/she held the position or title set forth in the instrument and certificate, that he/she signed the instrument of behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

SEAL:



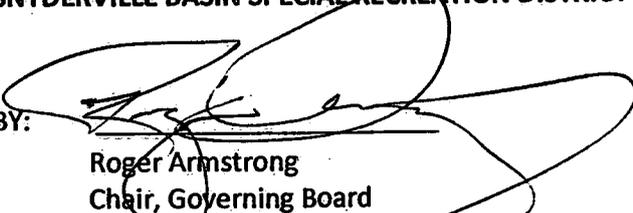
Simon Logan  
NOTARY PUBLIC



ATTEST:

  
\_\_\_\_\_  
Kent Jones  
County Clerk

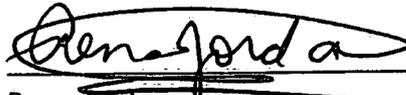
SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

BY:   
\_\_\_\_\_  
Roger Armstrong  
Chair, Governing Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David L. Thomas  
Chief Civil Deputy

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By:   
\_\_\_\_\_  
Rena, Jordan  
District Director

**EXHIBIT A**

**(Legal Description of Property)**

**Note – this description should be the entire legal parcel of the servient tenement of which only a portion will be affected by the easement)**

**EXHIBIT B**

**(Site Map With Delineation of Easement Corridor Alignment)**

**Snyderville Basin Reception District - Ridge  
at Red Hawk Public Trail Easement**

Exhibit A.

**LEGEND**

-  Trail Easements in Ridge at Red Hawk
-  Abandoned public trail
-  Other Public Trails

Snyderville Basin Recreation  
Open Space

RRH-2

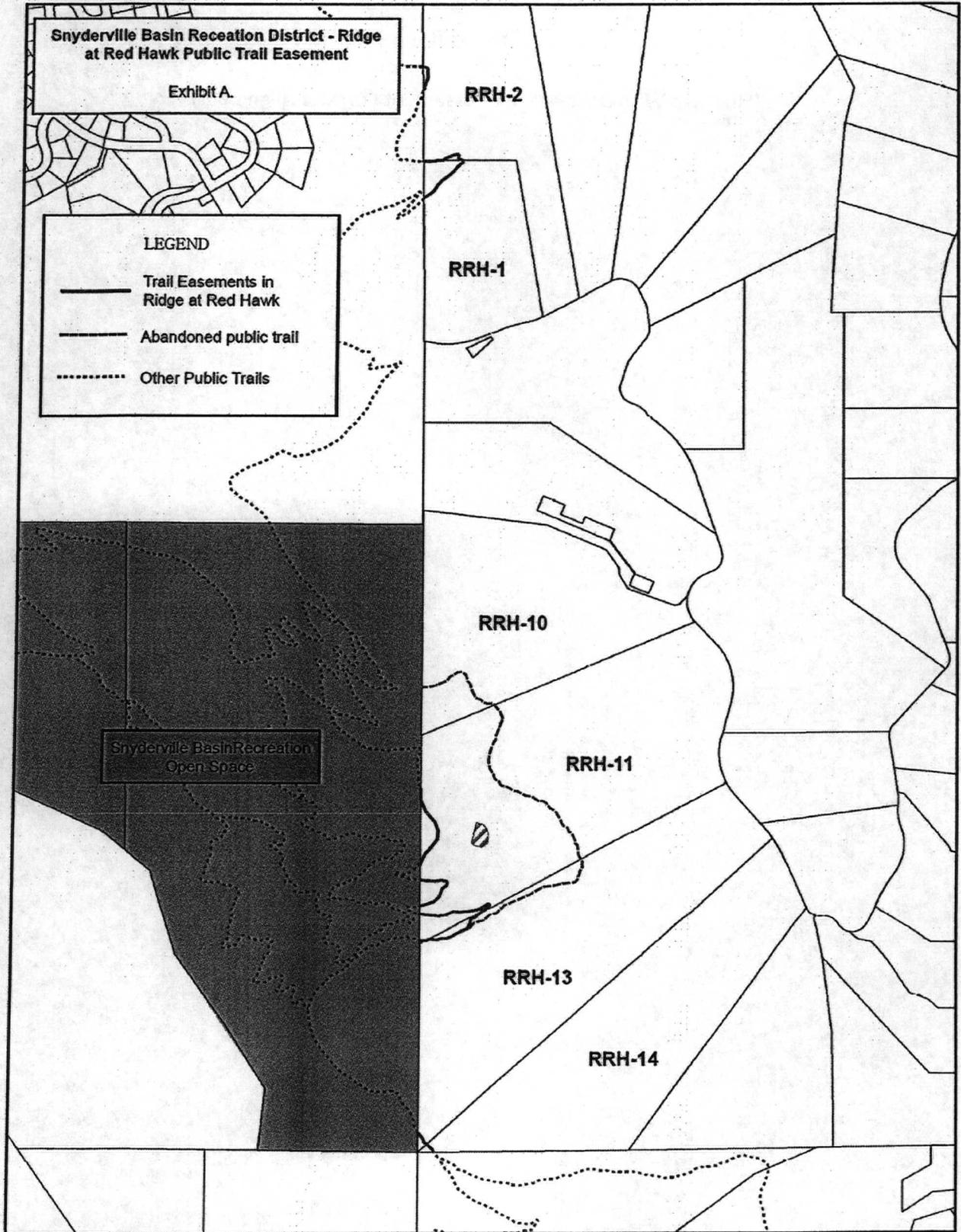
RRH-1

RRH-10

RRH-11

RRH-13

RRH-14



WHEN RECORDED MAIL TO:  
Snyderville Basin Recreation District  
5715 Trailside Drive  
Park City, UT 84098

\_\_\_\_\_  
Space above for Recorders Stamp

**PUBLIC RECREATION TRAIL EASEMENT AND ACCESS AGREEMENT**

Property Owner: Cavallo Trail Name: 24/7 Trail Parcel # RRH-2

THIS PUBLIC RECREATION TRAIL EASEMENT AGREEMENT AND ACCESS AGREEMENT ("Easement Agreement"), is made and entered into this 29<sup>th</sup> day of June, 2015, by and between Mark & Nancy Cavallo with address at 1976 W Red Hawk Trl, PC UT 84098 ("Owner"), and SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a special service district of the State of Utah, with offices at 5715 Trailside Drive, Park City, UT 84098 ("SBSRD"). Owner and SBSRD are sometimes collectively referred to in this Easement Agreement as the "Parties" or individually as a "Party."

**RECITALS**

WHEREAS, Owner is the owner of certain real property in SUMMIT COUNTY, Utah, more particularly described on Exhibit A, attached hereto and by this reference incorporated herein (the "Property"); and,

WHEREAS, The term "Owner" as used herein shall mean the possessor of any interest in the Property, whether public or private land, including a condominium association where the easement to be granted herein is located in a designated common area and an owner's association is empowered to grant easements over same; and,

WHEREAS, Owner desires to grant SBSRD an easement across a portion of the Property for the purpose of establishing a public, non-motorized trail, and assisting in the shaping of the character, direction, and development of public recreation trails throughout Summit County; and,

WHEREAS, SBSRD is a public body, authorized by law to acquire interests in real property for purposes of developing and maintaining land for public recreational opportunities;

## AGREEMENT

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. Grant of Easement.

Owner hereby grants unto SBSRD:

A. A trail easement ("Trail Easement") on, over, under, and across the Property solely consisting of a corridor twenty feet (20') in width ("Easement Corridor") lying along an alignment as described in the Site Map attached hereto as Exhibit B, and by this reference is incorporated herein, exclusively for the duration and purpose set forth herein below and consisting only of the rights hereinafter enumerated.

B. A non-exclusive access easement ("Access Easement") on, over, under, and across private roads, driveways, common area parcels, and emergency ingress/egress easements which are owned and/or controlled by Owner on the Property, including access into gated/guarded communities, for the duration and purpose set forth herein below and consisting of the rights hereinafter enumerated.

### 2. Duration.

Subject only to the reversionary clause in Section 3, the Trail Easement and Access Easement are granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors, and assigns.

### 3. Reversionary Clause.

The Easement created by this Agreement is granted, in part, in consideration for a Settlement Agreement ("Settlement Agreement") by and among SUMMIT COUNTY, a political subdivision of the State of Utah, ("County"), the SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT ("SBSRD"), a special service district of the State of Utah, THE RIDGE AT REDHAWK WILDLIFE PRESERVE FOUNDATION, INC., a Utah non-profit corporation ("Foundation") and FASSIO TONYA GAIL TRUSTEE of the TONYA G. FASSIO TRUST, MARK & NANCY CAVALLO, JAMES K. and KRISTEN LASSETTER, JOHN J. and TYANN MOONEY III, REDHAWK TRAIL, LLC, and MATTHEW L. and SARAH HOLLINGSWORTH (collectively "Lot Owners"). The Settlement Agreement, among other things, provides that the County issue a building permit to the Foundation to construct, operate and maintain the Gate/Gatehouse in the location and in the design as specified in Exhibit "B" to the Settlement Agreement and further acknowledges that the Lot Owners have the perpetual right to operate and maintain the Gate/Gatehouse. In the Settlement Agreement the parties thereto further acknowledged that the design of the gate includes a 4' wide opening and that the Foundation may, in its sole discretion, attach a gate across that opening so long as that gate is not locked. The Settlement Agreement further provided that the parties thereto acknowledged that neither

the existence of the 4' wide opening in the Gate nor the entry into this Agreement shall in any way be construed as any waiver or relinquishment by the Foundation that the Red Hawk Trail Road ("Road") is private and that the Foundation may exclude the public from using the Road for any purpose including, but not limited to, hiking, biking, driving or riding horses or to access the Trail Easement. At any time if the Foundation is required by Summit County to remove the Gate/Gatehouse or to allow the public to use the Road, the Trail Easement granted herein shall immediately be terminated and all rights to any property that is the subject of the Trail Easement shall revert to Owner. If Summit County and Foundation that owns the Road enter into an agreement whereby the County takes ownership of the Road then this reversionary clause shall terminate upon the recordation of that transfer of ownership.

#### **4. Purpose.**

The purpose of the Trail Easement is to obtain, develop, preserve, and maintain the area within the Easement Corridor for development, construction, use, preservation, and maintenance of a non-motorized trail, for the use and benefit of SBSRD and the general public.

The purpose of the Access Easement is to provide SBSRD and its Affiliates (as defined below), not the general public, access to the Easement Corridor as SBSRD deems reasonable and necessary to develop, construct, maintain, and otherwise manage the Trail Easement in accordance with provisions set forth herein.

#### **5. Rights Conveyed and Obligations.**

The rights conveyed to and corresponding obligations imposed upon SBSRD by this Trail Easement and Access Easement are as follows:

A. To develop within the Easement Corridor a trail not to exceed twenty feet (20') in width, ("Trail") for non-motorized recreational use;

B. To lay out, mark, develop, construct, maintain or relocate the Trail, within the Easement Corridor;

C. To make minor topographical changes to the Property within the Easement Corridor for the necessity and convenience of locating the Trail, (including improvements as needed to provide structural support and erosion control; e.g. drainage ditches, berms, import soils to build up to level grade, etc.);

D. To establish and maintain appropriate signage within the Easement Corridor marking the trail and providing directions or other appropriate information in connection with the Trail;

E. To enter upon the Easement Corridor for all reasonable and necessary construction, maintenance, and repair of the trail and Easement Corridor, and to pursue same diligently to completion. Such maintenance shall include, but shall not be limited to sweeping, snow plowing, weed

spraying, crack sealing, seal coating, re-treading, re-surfacing, and otherwise keeping the trail in a serviceable and safe condition;

F. To manage vegetation within the Easement Corridor through removal and/or trimming of trees, shrubs, grasses or exotic or noxious plant species, in order to maintain appropriate sight lines (as determined necessary by SBSRD at its sole discretion), and otherwise as necessary to keep the Trail in a serviceable and safe condition and maintain the integrity of the Trail;

G. To maintain the Easement Corridor in a good, clean and sanitary condition, free from waste or litter and/or any condition that is offensive to the public health, safety or welfare or that constitutes a nuisance; and,

H. To ensure that no lien or claim of mechanics, laborers or materialmen will be filed against the Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by SBSRD regarding the Trail Easement.

I. If any damage occurs to Owner's property or any improvements thereon arising out of, related to, or as a consequence of any of SBSRD's work in the Easement Corridor, Owner promptly will notify SBSRD in writing of the damage. Unless otherwise agreed by the parties, SBSRD will repair the damage (or commence and diligently pursue repairing the damage) within 30 days after receipt of Owner's notice.

#### **6. Limitation on Use of the Trail Easement.**

Public access on, over or across the Trail Easement shall be strictly limited to access by foot or other non-motorized means except as follows: (a) use by motorized or battery propelled wheelchairs, (b) use by Owner or SBSRD operated motor vehicles for purposes of construction or maintenance of any trail that may be established within the Easement Corridor, and (c) use for emergency access for wild land fire and structural fire suppression, to facilitate search and rescue operations, or by public law enforcement personnel as deemed necessary for public safety.

The Trail shall be maintained in substantially the same 4' width of actual trail surface configuration as it exists presently. Specifically, and without limiting the foregoing, the Trail shall not be paved and no facilities such as benches, restrooms, chairs or other items that would encourage users of the Trail to consider the location of the Trail to be a destination or place to stay (beyond the normal use of portions of a trail to observe or briefly catch the user's breath) shall be placed by SBSRD or the County or be allowed to be placed there by third-parties.

**7. Fees.**

No fees shall be charged by Owner for use of the Trail Easement by the general public.

**8. Liability/Indemnification/Immunity.**

Owner shall enjoy the limitations on legal liability involving public recreational use of the Trail Easement as provided for in *Utah Code Annotated ("UCA") §§57-14-101 thru 205 (Limitations on Landowner Liability – Relating to Recreational Use)* and *UCA §57-14-401 and §78B-4-509 (2) and (3) (Inherent Risks of Certain Activities)*. Furthermore, SBSRD agrees to indemnify, defend, and forever hold Owner, (including without limitation, its officers, directors, owners, members, agents, representatives, affiliates, partners, associates, and employees, harmless from and against any loss, damage, injury or death arising from any act or omission of SBSRD (including without limitation, licensees, employees, agents, and invitees (collectively "Affiliates"), for the duration of the Trail Easement and/or Access Easement.

Owner shall promptly notify the SBSRD of all incidents and claims known to the Owner which may be the basis for a claim of indemnification against the SBSRD and provide the SBSRD with a reasonable opportunity to defend, negotiate, settle, or deny such claims, and litigate the defense of such claims. Owner agrees that it will not in any way interfere with the rights of the SBSRD to assert all legal defenses and defend the claims of third parties.

**9. Owner's Representations.**

Notwithstanding that the Trail Easement and Access Easement granted herein is without warranty, Owner represents that it is a possessor in interest of the Property, and that it has full legal authority to grant this Trail Easement and Access Easement to SBSRD free of liability for any lien or encumbrance previously placed thereon by Owner.

**10. Retained Rights.**

Except for the rights expressly conveyed to SBSRD hereunder, Owner reserves to itself, its personal representatives, heirs, successors and assigns all other rights arising out of ownership of the Property, including, without limitation, the right to engage in, or permit or invite others to engage in, all uses of the Property not expressly prohibited herein and that are not inconsistent and do not interfere with the terms and conditions of this Easement Agreement, including, again without limitation, the following enumerated rights:

A. A right-of-way on, over, under, and across the Trail Easement for purposes of ingress, egress, placement of underground utilities for the benefit of the Property and adjacent property that is or may hereafter be acquired by Owner, the location of any such right-of-way to be designated by Owner at a future date; and

B. To relocate (but not terminate), the Trail Easement as described herein, provided all of the following conditions are met: 1. SBSRD approves in writing the proposed new location, which approval shall not be unreasonably withheld, noting that integrity of trail (e.g. grade, line of site) and increased maintenance concerns, are examples of justification for disapproval; 2. The proposed new location of Trail Easement, as approved by SBSRD, is within the Easement Corridor; 3. Relocation work is completed by or at the direction of SBSRD; and 4. Owner agrees in writing to promptly reimburse SBSRD for all actual out of pocket costs associated with the relocation (SBSRD to provide a written estimate of costs to Owner prior to commencement of work). Upon any such relocation, SBSRD shall enjoy all rights conveyed herein with respect to the Trail Easement as relocated.

C. To landscape and install and maintain irrigation within the Easement Corridor, but not any portion of the Trail, subject to the right, but not the obligation of SBSRD to manage any such vegetation as provided for in Section 4 Paragraph F herein.

#### **11. Enforcement.**

The SBSRD and Owner shall have the right to enforce, through any permitted proceeding at law or in equity, including by specific performance, the terms, provisions, restrictions and requirements of this Easement Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Easement Agreement shall not result in or be construed to be an abandonment or termination of this Easement Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Easement Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of this Easement Agreement, the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees, (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

#### **12. Acceptance.**

By its signature set forth herein below, SBSRD hereby accepts the foregoing grant of the Trail Easement and Access Easement subject to the terms and conditions herein.

#### **13. Binding Effect.**

This Easement Agreement extends to and is binding upon the Parties and their respective heirs, personal representatives, successors and assigns.

**14. Law.**

This Easement Agreement shall be interpreted, construed, and enforced according to the laws of the State of Utah.

**15. Relationship Between the Parties.**

The easements and rights-of-way reserved above are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any similar relationship between Owner and SBSRD, or as applicable, owners association and SBSRD.

**16. Amendment.**

This Easement Agreement shall not be modified or amended except by a written instrument executed by the Parties hereto and recorded in the official records of Summit County.

**17. Entire Agreement.**

The Parties agree that this Trail Easement and Access Easement constitutes the entire understanding and agreement between the Parties with regard to the subject matter hereof, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof.

**18. Severability.**

If any provision of this Easement Agreement shall be declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

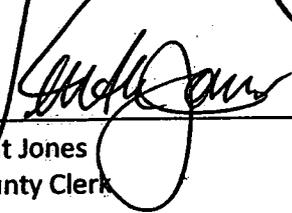
IN WITNESS WHEREOF, the Parties have caused their respective names to be hereunto affixed this 29<sup>th</sup> day of June, 2015.

Counterpart signatures appear on the following pages.

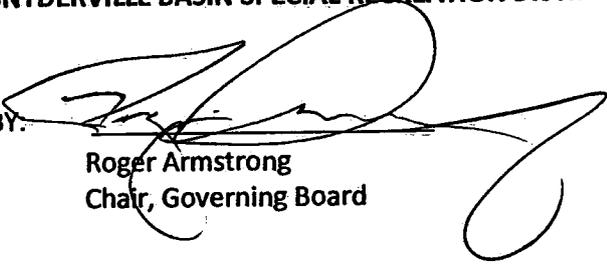




ATTEST:

  
\_\_\_\_\_  
Kent Jones  
County Clerk

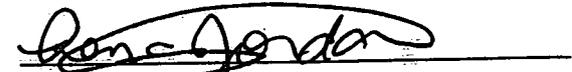
SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

BY:   
\_\_\_\_\_  
Roger Armstrong  
Chair, Governing Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David L. Thomas  
Chief Civil Deputy

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By:   
\_\_\_\_\_  
Rena Jordan  
District Director

**EXHIBIT A**

**(Legal Description of Property)**

**Note – this description should be the entire legal parcel of the servient tenement of which only a portion will be affected by the easement)**

**EXHIBIT B**

**(Site Map With Delineation of Easement Corridor Alignment)**

**Snyderville Basin Recreation District - Ridge  
at Red Hawk Public Trail Easement**

Exhibit A.

**LEGEND**

-  Trail Easements in Ridge at Red Hawk
-  Abandoned public trail
-  Other Public Trails

Snyderville Basin Recreation  
Open Space

RRH-2

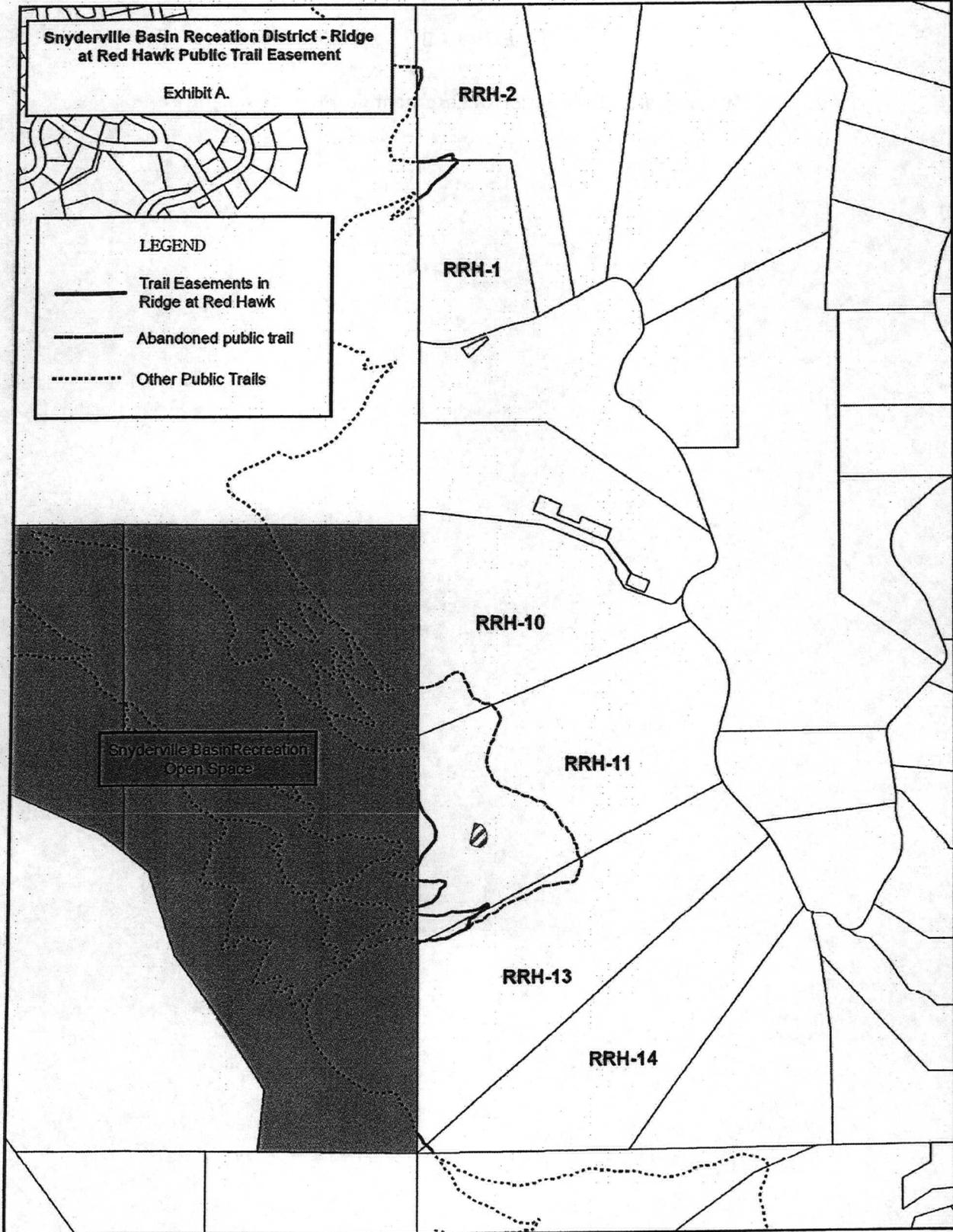
RRH-1

RRH-10

RRH-11

RRH-13

RRH-14



WHEN RECORDED MAIL TO:  
Snyderville Basin Recreation District  
5715 Trailside Drive  
Park City, UT 84098

\_\_\_\_\_  
Space above for Recorders Stamp

**PUBLIC RECREATION TRAIL EASEMENT AND ACCESS AGREEMENT**

Property Owner: Redhawk Trl. LLC Trail Name: 24/7 Trail Parcel # RRH-13

THIS PUBLIC RECREATION TRAIL EASEMENT AGREEMENT AND ACCESS AGREEMENT ("Easement Agreement"), is made and entered into this \_\_\_ day of June, 2015, by and between Red Hawk Trail, LLC c/o Troy Williams with \_\_\_\_\_ address \_\_\_\_\_ at 1775 W Red Hawk Trl, PC UT 84098 ("Owner"), and SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a special service district of the State of Utah, with offices at 5715 Trailside Drive, Park City, UT 84098 ("SBSRD"). Owner and SBSRD are sometimes collectively referred to in this Easement Agreement as the "Parties" or individually as a "Party."

**RECITALS**

WHEREAS, Owner is the owner of certain real property in SUMMIT COUNTY, Utah, more particularly described on Exhibit A, attached hereto and by this reference incorporated herein (the "Property"); and,

WHEREAS, The term "Owner" as used herein shall mean the possessor of any interest in the Property, whether public or private land, including a condominium association where the easement to be granted herein is located in a designated common area and an owner's association is empowered to grant easements over same; and,

WHEREAS, Owner desires to grant SBSRD an easement across a portion of the Property for the purpose of establishing a public, non-motorized trail, and assisting in the shaping of the character, direction, and development of public recreation trails throughout Summit County; and,

WHEREAS, SBSRD is a public body, authorized by law to acquire interests in real property for purposes of developing and maintaining land for public recreational opportunities;

## AGREEMENT

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. Grant of Easement.

Owner hereby grants unto SBSRD:

A. A trail easement ("Trail Easement") on, over, under, and across the Property solely consisting of a corridor twenty feet (20') in width ("Easement Corridor") lying along an alignment as described in the Site Map attached hereto as Exhibit B, and by this reference is incorporated herein, exclusively for the duration and purpose set forth herein below and consisting only of the rights hereinafter enumerated.

B. A non-exclusive access easement ("Access Easement") on, over, under, and across private roads, driveways, common area parcels, and emergency ingress/egress easements which are owned and/or controlled by Owner on the Property, including access into gated/guarded communities, for the duration and purpose set forth herein below and consisting of the rights hereinafter enumerated.

### 2. Duration.

Subject only to the reversionary clause in Section 3, the Trail Easement and Access Easement are granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors, and assigns.

### 3. Reversionary Clause.

The Easement created by this Agreement is granted, in part, in consideration for a Settlement Agreement ("Settlement Agreement") by and among SUMMIT COUNTY, a political subdivision of the State of Utah, ("County"), the SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT ("SBSRD"), a special service district of the State of Utah, THE RIDGE AT REDHAWK WILDLIFE PRESERVE FOUNDATION, INC., a Utah non-profit corporation ("Foundation") and FASSIO TONYA GAIL TRUSTEE of the TONYA G. FASSIO TRUST, MARK & NANCY CAVALLO, JAMES K. and KRISTEN LASSETTER, JOHN J. and TYANN MOONEY III, REDHAWK TRAIL, LLC, and MATTHEW L. and SARAH HOLLINGSWORTH (collectively "Lot Owners"). The Settlement Agreement, among other things, provides that the County issue a building permit to the Foundation to construct, operate and maintain the Gate/Gatehouse in the location and in the design as specified in Exhibit "B" to the Settlement Agreement and further acknowledges that the Lot Owners have the perpetual right to operate and maintain the Gate/Gatehouse. In the Settlement Agreement the parties thereto further acknowledged that the design of the gate includes a 4' wide opening and that the Foundation may, in its sole discretion, attach a gate across that opening so long as that gate is not locked. The Settlement Agreement further provided that the parties thereto acknowledged that neither

the existence of the 4' wide opening in the Gate nor the entry into this Agreement shall in any way be construed as any waiver or relinquishment by the Foundation that the Red Hawk Trail Road ("Road") is private and that the Foundation may exclude the public from using the Road for any purpose including, but not limited to, hiking, biking, driving or riding horses or to access the Trail Easement. At any time if the Foundation is required by Summit County to remove the Gate/Gatehouse or to allow the public to use the Road, the Trail Easement granted herein shall immediately be terminated and all rights to any property that is the subject of the Trail Easement shall revert to Owner. If Summit County and Foundation that owns the Road enter into an agreement whereby the County takes ownership of the Road then this reversionary clause shall terminate upon the recordation of that transfer of ownership.

#### **4. Purpose.**

The purpose of the Trail Easement is to obtain, develop, preserve, and maintain the area within the Easement Corridor for development, construction, use, preservation, and maintenance of a non-motorized trail, for the use and benefit of SBSRD and the general public.

The purpose of the Access Easement is to provide SBSRD and its Affiliates (as defined below), not the general public, access to the Easement Corridor as SBSRD deems reasonable and necessary to develop, construct, maintain, and otherwise manage the Trail Easement in accordance with provisions set forth herein.

#### **5. Rights Conveyed and Obligations.**

The rights conveyed to and corresponding obligations imposed upon SBSRD by this Trail Easement and Access Easement are as follows:

A. To develop within the Easement Corridor a trail not to exceed twenty feet (20') in width, ("Trail") for non-motorized recreational use;

B. To lay out, mark, develop, construct, maintain or relocate the Trail, within the Easement Corridor;

C. To make minor topographical changes to the Property within the Easement Corridor for the necessity and convenience of locating the Trail, (including improvements as needed to provide structural support and erosion control; e.g. drainage ditches, berms, import soils to build up to level grade, etc.);

D. To establish and maintain appropriate signage within the Easement Corridor marking the trail and providing directions or other appropriate information in connection with the Trail;

E. To enter upon the Easement Corridor for all reasonable and necessary construction, maintenance, and repair of the trail and Easement Corridor, and to pursue same diligently to completion. Such maintenance shall include, but shall not be limited to sweeping, snow plowing, weed

spraying, crack sealing, seal coating, re-treading, re-surfacing, and otherwise keeping the trail in a serviceable and safe condition;

F. To manage vegetation within the Easement Corridor through removal and/or trimming of trees, shrubs, grasses or exotic or noxious plant species, in order to maintain appropriate sight lines (as determined necessary by SBSRD at its sole discretion), and otherwise as necessary to keep the Trail in a serviceable and safe condition and maintain the integrity of the Trail;

G. To maintain the Easement Corridor in a good, clean and sanitary condition, free from waste or litter and/or any condition that is offensive to the public health, safety or welfare or that constitutes a nuisance; and,

H. To ensure that no lien or claim of mechanics, laborers or materialmen will be filed against the Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by SBSRD regarding the Trail Easement.

I. If any damage occurs to Owner's property or any improvements thereon arising out of, related to, or as a consequence of any of SBSRD's work in the Easement Corridor, Owner promptly will notify SBSRD in writing of the damage. Unless otherwise agreed by the parties, SBSRD will repair the damage (or commence and diligently pursue repairing the damage) within 30 days after receipt of Owner's notice.

#### **6. Limitation on Use of the Trail Easement.**

Public access on, over or across the Trail Easement shall be strictly limited to access by foot or other non-motorized means except as follows: (a) use by motorized or battery propelled wheelchairs, (b) use by Owner or SBSRD operated motor vehicles for purposes of construction or maintenance of any trail that may be established within the Easement Corridor, and (c) use for emergency access for wild land fire and structural fire suppression, to facilitate search and rescue operations, or by public law enforcement personnel as deemed necessary for public safety.

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No fees shall be charged by Owner for use of the Trail Easement by the general public.

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Owner shall enjoy the limitations on legal liability involving public recreational use of the Trail Easement as provided for in *Utah Code Annotated ("UCA") §§57-14-101 thru 205* (Limitations on Landowner Liability – Relating to Recreational Use) and *UCA §57-14-401 and §78B-4-509 (2) and (3)* (Inherent Risks of Certain Activities). Furthermore, SBSRD agrees to indemnify, defend, and forever hold Owner, (including without limitation, its officers, directors, owners, members, agents, representatives, affiliates, partners, associates, and employees, harmless from and against any loss, damage, injury or death arising from any act or omission of SBSRD (including without limitation, licensees, employees, agents, and invitees (collectively "Affiliates"), for the duration of the Trail Easement and/or Access Easement.

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**9. Owner's Representations.**

Notwithstanding that the Trail Easement and Access Easement granted herein is without warranty, Owner represents that it is a possessor in interest of the Property, and that it has full legal authority to grant this Trail Easement and Access Easement to SBSRD free of liability for any lien or encumbrance previously placed thereon by Owner.

**10. Retained Rights.**

Except for the rights expressly conveyed to SBSRD hereunder, Owner reserves to itself, its personal representatives, heirs, successors and assigns all other rights arising out of ownership of the Property, including, without limitation, the right to engage in, or permit or invite others to engage in, all uses of the Property not expressly prohibited herein and that are not inconsistent and do not interfere with the terms and conditions of this Easement Agreement, including, again without limitation, the following enumerated rights:

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B. To relocate (but not terminate), the Trail Easement as described herein, provided all of the following conditions are met: 1. SBSRD approves in writing the proposed new location, which approval shall not be unreasonably withheld, noting that integrity of trail (e.g. grade, line of site) and increased maintenance concerns, are examples of justification for disapproval; 2. The proposed new location of Trail Easement, as approved by SBSRD, is within the Easement Corridor; 3. Relocation work is completed by or at the direction of SBSRD; and 4. Owner agrees in writing to promptly reimburse SBSRD for all actual out of pocket costs associated with the relocation (SBSRD to provide a written estimate of costs to Owner prior to commencement of work). Upon any such relocation, SBSRD shall enjoy all rights conveyed herein with respect to the Trail Easement as relocated.

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#### **11. Enforcement.**

The SBSRD and Owner shall have the right to enforce, through any permitted proceeding at law or in equity, including by specific performance, the terms, provisions, restrictions and requirements of this Easement Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Easement Agreement shall not result in or be construed to be an abandonment or termination of this Easement Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Easement Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of this Easement Agreement, the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees, (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

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The Parties agree that this Trail Easement and Access Easement constitutes the entire understanding and agreement between the Parties with regard to the subject matter hereof, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof.

18. Severability.

If any provision of this Easement Agreement shall be declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused their respective names to be hereunto affixed this 18<sup>th</sup> day of June, 2015.

Counterpart signatures appear on the following pages.

EXECUTED by the Owner on this 18<sup>th</sup> day of June, 2015.

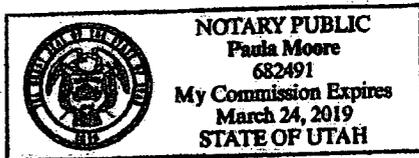
By [Signature]  
Its: Manager

STATE OF Utah )  
 ):ss  
COUNTY OF Summit )

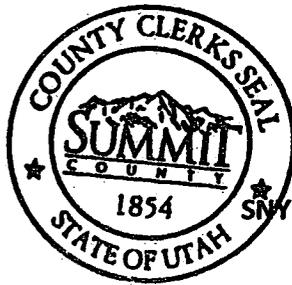
The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 18 day of June 2015 before me personally appeared Troy Williams the Manager of Redhawk Trail LLC Corporation, who is known to me as the person and officer described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledge that he/she held the position or title set forth in the instrument and certificate, that he/she signed the instrument of behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

SEAL:



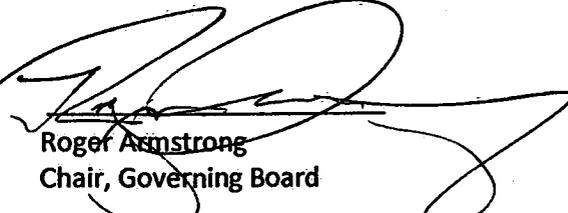
[Signature]  
NOTARY PUBLIC



ATTEST:

  
\_\_\_\_\_  
Kent Jones  
County Clerk

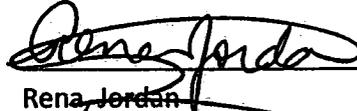
SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

BY:   
\_\_\_\_\_  
Roger Armstrong  
Chair, Governing Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David L. Thomas  
Chief Civil Deputy

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By:   
\_\_\_\_\_  
Rena Jordan  
District Director

**EXHIBIT A**

**(Legal Description of Property)**

**Note – this description should be the entire legal parcel of the servient tenement of which only a portion will be affected by the easement)**

**EXHIBIT B**

**(Site Map With Delineation of Easement Corridor Alignment)**

**Snyderville Basin Recreation District - Ridge  
at Red Hawk Public Trail Easement**

Exhibit A.

**LEGEND**

-  Trail Easements in Ridge at Red Hawk
-  Abandoned public trail
-  Other Public Trails

Snyderville Basin Recreation  
Open Space

RRH-2

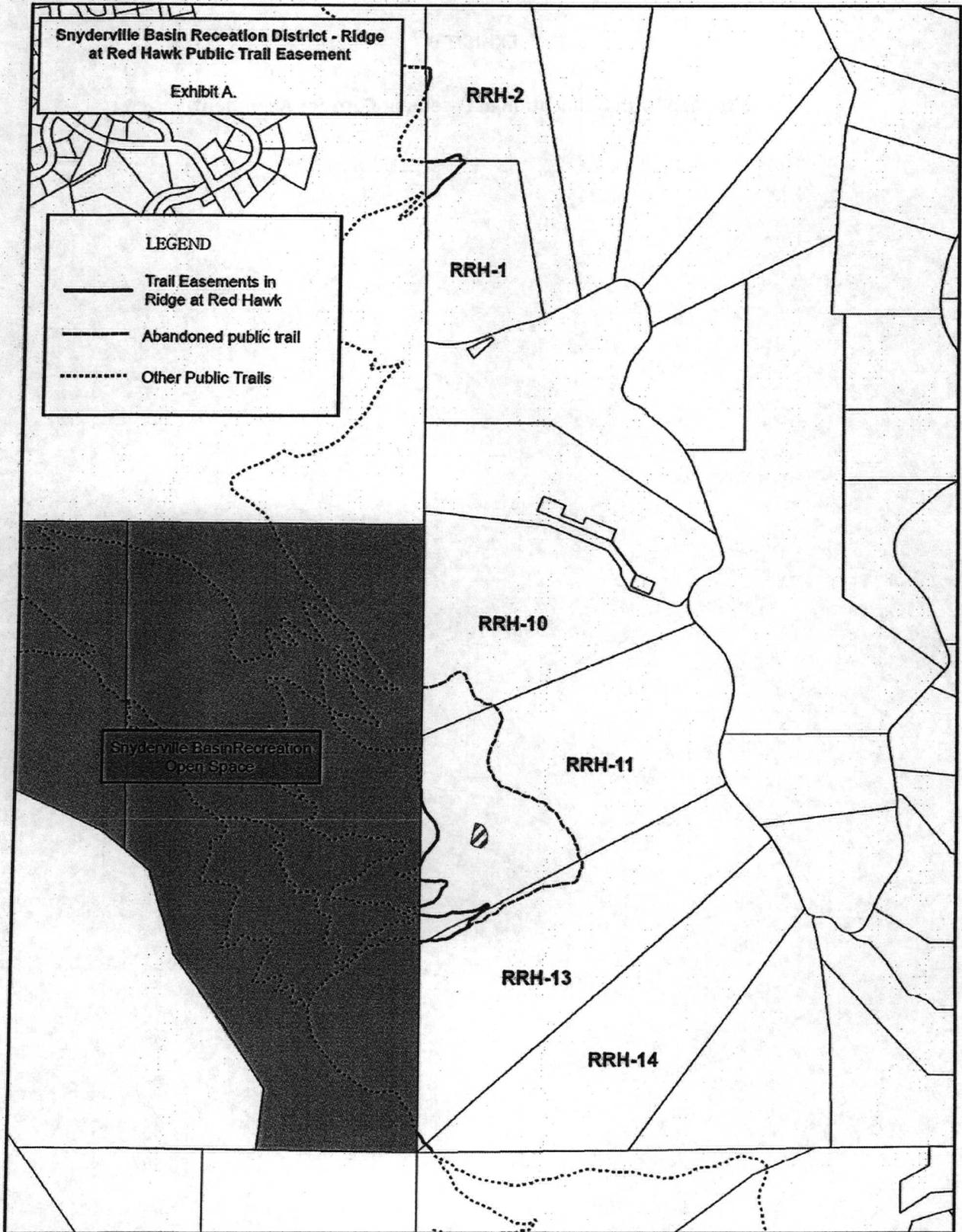
RRH-1

RRH-10

RRH-11

RRH-13

RRH-14



## **CLOSED SESSION**

Vice-Chair Robinson made a motion to convene in the previous closed session for personnel matters. The motion was seconded by Council Member Adair and passed, 5 to 0.

The Summit County Council met in closed session for the purpose of discussing personnel matters from 5:40 p.m. to 6:00 p.m. Those in attendance were:

Roger Armstrong, *Council Chair*  
Chris Robinson, *Council Vice-Chair*  
Kim Carson, *Council Member*  
Claudia McMullin, *Council Member*  
Talbot Adair, *Council Member*

Anita Lewis, *Assistant Manager*

Council Member Adair made a motion to dismiss from closed session and to convene to Public Input. The motion was seconded by Vice-Chair Robinson and passed unanimously, 5 to 0.

## **PUBLIC INPUT**

Chair Armstrong opened the public input.

There was no public input.

Chair Armstrong closed the public input.

## **PUBLIC HEARING TO CONSIDER POTENTIAL PROJECTS FOR WHICH FUNDING MAY BE APPLIED UNDER THE CDBG SMALL CITIES PROGRAM FOR PROGRAM YEAR 2016**

Annette Singleton, executive assistant, explained this public hearing is to consider potential programs which may be applied for under the CDBG Program for small cities program for 2016. She stated the Council would be introduced to applicants Peoa Pipeline Company, High Valley Water Company, and Summit County Seniors Services. Hoytsville Pipe and Water Company withdrew their application.

Ms. Singleton stated \$500,000 will be split between Wasatch and Summit Counties.



**MEMORANDUM:**

Date: January 13, 2016

To: Council Members

From: Annette Singleton

Re: Public Hearing regarding the small cities Community Development Block Grant Program

This public hearing is held to introduce applicants, to obtain citizen's view, and to respond to proposals and questions, and it's a requirement of the CDBG Program before applications are due January 29<sup>th</sup> at 5:00 PM.

Summit and Wasatch Counties are expecting to receive approximately \$500,000 in this new program year. (Amount was \$500,000 last year, of which \$66,399 was awarded to Hoytsville Pipe and Water Company.)

I attended the CDBG Mandatory How To Apply Workshop on November 12, 2015, where we learned of applicants wishing to apply for CDBG monies. Some entities we may hear from tonight, and a brief description of their projects, are as follows:

Hoytsville Pipe and Water Company would like to apply for 1) \$200,000 for South end infrastructure replacement from Judd Lane to the end of the line at approximately 1420 S. Hoytsville Road; or 2) \$100,000 for several mid-line shut off valves intermittently on the entire system so fewer homes go without water during repairs when the main lines need to be shut off. Hoytsville Pipe and Water Company would need Summit County to be their sponsor.

Peoa Pipeline Company would like to apply for \$158,000 for replacement of the main water line in Woodenshoe Lane from approximately 5320 S to HWY 32. The project will replace 1,200 lineal feet of 6" water line with 10" water line, 12 services, 2 fire hydrants, 5 gate valves, approximately 1,400 square feet of asphalt repair, and all necessary appurtenances. Peoa Pipeline Company would need Summit County to be their sponsor. See attached Scope of Work from the engineer, Scott Kettle.

High Valley Water Company would like to apply for \$100,000 for replacement of 250 old meters with remote read meters which includes hand-held reader, software, installation and training. They anticipate that some of the meters will require additional upgrading beyond the simple install of remote meter such as replacement of setters or boxes and risers around them. High Valley Water Company would contribute 20% of this total, or \$20,000; they would need Summit County to be their sponsor.

Summit County Seniors Services would like to apply for \$155,000 to help build the new and improved space to offer senior services in the new County Services Building to be constructed in Kamas. The space for seniors is approximately 3,100 square feet of the 17,625 square foot building. See attached staff report from Anita Lewis, Assistant County Manager.

Conclusion: The County Council is asked to consider each of these projects, and determine which projects they would like to sponsor. Based on the decision and motion made, the entity(ies) sponsored by Summit County must submit an application by Friday, January 29<sup>th</sup>.

Important dates:

Applications submitted through the on-line WebGrants system, by Friday, 1/29/15, at 5:00 PM  
Ratings and Rankings Committee will review the applications in March  
Results and funding awards to the Executive Council in April  
Applicants will be notified of funding awards in May

PEOA PIPELINE COMPANY

2016 CDBG APPLICATION

SCOPE OF WORK

WOODENSHOE WATER LINE REPLACEMENT PROJECT

Peoa Pipeline Company received a Notice of Violation and Administrative Order from the Division of Drinking Water in 2008 that required the company to install a storage reservoir and water treatment system. The company constructed the required improvements in 2010. The Company is now required to pump and treat the water that is used by the Company. The new tank was constructed at a higher elevation to meet the current drinking water pressure requirements. Since the construction of the new tank, the Company has had numerous water leaks in the system due to the higher water pressure. The water lines in the existing system were installed in the late 1960's. The Company needs to replace all of the water lines in the Company to eliminate the leaks in the system due to the higher water pressure. In addition to eliminating the leaks, the new lines will be sized to bring the system up to the current Drinking Water Standards and to meet the current State Fire Flow requirements.

The Company is proposing to replace the main water line in Woodenshoe Lane from approximately 5320 S to HWY 32. The project will replace 1,200 lineal feet of 6" water line with 10" water line, 12 services, 2 fire hydrants, 5 gate valves, approximately 1,400 square feet of asphalt repair, and all necessary appurtenances.

The Company performed the required Low and Moderate Income (LMI) survey of the residents that will connect to the new water line in January 2015. The results of the survey showed that 66.67% of the residents meet the LMI requirements.

**Culinary Water System Improvements - Engineers Estimate**

**Peoa Pipeline Company  
January 2016**

**Woodenshoe Lane - Water Line Replacement**

Item	Description	Qty	Unit	\$/Unit	Total
1	10" PVC Water Line	1,200	LF	\$ 55.00	\$ 66,000.00
2	8" PVC Water Line	50	LF	\$ 45.00	\$ 2,250.00
3	Fire Hydrants	2	EA	\$ 4,500.00	\$ 9,000.00
4	Valves	5	EA	\$ 3,000.00	\$ 15,000.00
5	Service Connections	12	EA	\$ 2,250.00	\$ 27,000.00
6	Asphalt Repair	1400	SF	\$ 3.50	\$ 4,900.00
7	Engineering (8%)				\$ 9,540.00
8	Construction Management (8%)				\$ 9,540.00
9	Administration/Legal(2%)				\$ 2,385.00
10	Contingency (10%)				\$ 12,415.00
<b>TOTAL</b>					<b>\$ 158,030.00</b>

To: The Summit County Council

From: Anita Lewis, Assistant Manager

Date: January 7, 2016

Re: Consideration of Funding – 2016 CDBG Small Cities Program

**Background:** The South Summit Seniors Services Building is located in Kamas, Utah. The building is currently being leased from Kamas City. The space being leased is approximately 2,300 square feet and has limited kitchen facilities.

The building is used twice per week and approximately 40 – 50 people attend the center. As the dynamics begin to change within the population that use the center, other activities have been requested as part of the Senior program. Those activities include, computer classes, different types of exercise instructions, crafts, etc. These activities cannot be offered within the current space.

The aging facility requires continued maintenance and updates and the location does not sync with other regular county/city services.

**Proposed Request:** The new County Services Building located in Kamas will provide a new and improved space to offer senior services. The total size of the new building is 17,625 square feet. This includes the space for the Seniors which is approximately 3,100 sqft, a 34% increase from the current location with a right-sized kitchen.

In addition to the space for the Senior program, there is an additional 1,900 square feet for a public meeting space and an 800 square foot computer classroom in a shared space.

The proposed central park that will be jointly developed by Summit County and Kamas City is another amenity added to the Senior Program.

**Rationale:** The Seniors have outgrown their current space. Statistics show that with the retirement of the baby boomers, the senior population will continue to

grow. The strategic plan for the County Seniors shows the growing demands in senior services. The construction of a new county services building in a location with other county/city services is a perfect opportunity to enhance the services provided to the seniors.

**Budget:** The County committed in the 2016 budget \$ 5,000,000 before including the space for the seniors. The actual budget to include the Seniors in the project is \$ 5,200,000

**CDBG Budget Request:** \$ 155,000

**Staff Recommendation:** Staff would encourage the council to recommend this project for consideration of funding to the 2016 CDBG Small Cities Program.

- **Peoa Pipeline Company**

Joe Williams, on behalf of Peoa Pipeline Company, and Scott Kettle, Peoa's Pipeline Engineer, stated to the Council they would like to apply for \$158,000 to replace the main water line in Woodenshoe Lane. Mr. Williams explained two years ago Peoa received money to run their main line down the hill to the town where it can start connecting onto homeowner's homes. Something in the ground is eating up a lot of the cast iron pipe that was put in in the early '60s. He stated this main line runs through the town and they are starting to see leaks show up in several different locations.

Chair Armstrong asked how many connections they service and where are they located. Mr. Williams responded they service about 48 connections and they are located on the main highway coming out of Woodenshoe Lane and continuing to the cemetery, with another two or three connections going up the hollow.

Council Member Carson asked if they would be contributing any funds from their water company to the project. Mr. Williams stated that they have a bond they will cash in and will be contributing \$8,000.

Council Member Adair asked how much pipe would be replaced and how many homes would this repair take care of. Scott Kettle responded that they are proposing to replace about 1200 feet and that this would replace about 12 connections.

- **High Valley Water Company**

Karen Sawyer, water manager, Brian Jacobs and Mark Spencer, board members of High Valley Water Company, were all in attendance to present to the Council.

Ms. Sawyer stated High Valley Water Company would like to apply for the replacement of 250 old meters. When asked by Council Member Adair and Council Member Carson the costs for these units and overall cost of the project, Ms. Sawyer replied it is approximately \$200 per unit with a total request of \$100,000 for the project. This funding would include the remote read meters, software, installation, and training. Ms. Sawyer stated High Valley Water Company would contribute 20% of the \$100,000. Ms. Sawyer explained these meters would automatically upload information all year long and would allow HVWC to get accurate reads on all customers, even throughout the winter. Mr. Adair asked if this project could be completed in stages. Ms. Sawyer replied that the project could be broken up into Platt A and Platt B. Mr. Spencer commented that the grant is given over a two-summer work period and the project would be done in phases and would actually take two summer to accomplish.

- **Summit County Senior Services**

Anita Lewis, on behalf of the Summit County Senior Services, briefly reviewed for the Council that the South Summit Seniors are currently leasing space from Kamas City, and that it is the smallest center in Summit County. Ms. Lewis explained that presently the seniors have a room to congregate and have meals, a few tables to play cards, a couple of pool tables, and that's it. There is now an opportunity with the new Kamas County Services Building being built to add space for the South Summit Seniors to engage in hobbies and other activities such as computer classes. The Summit County Senior Services if approved by the CDBG would like to apply for \$155,000 to help build this space. Council Member Carson asked how much the project was estimated to cost in total and Ms. Lewis responded around \$200,000, leaving a total of \$45,000 that would not be covered under the grant.

Chair Armstrong opened the public hearing for public input regarding the grant proposals.

There was no public input.

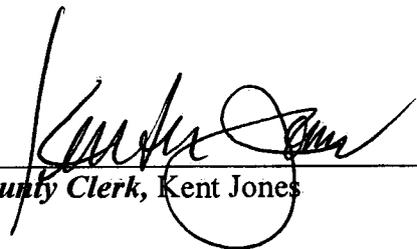
Chair Armstrong closed the public hearing.

**Vice-Chair Robinson made a motion to move all 3 applications forward for consideration by the CDBG for the Small Cities Program for Program Year 2016. The motion was seconded by Council Member Adair and passed, 4 to 0. Council Member McMullin was not present.**

The County Council meeting adjourned at 6:28 p.m.



\_\_\_\_\_  
*Council Chair, Roger Armstrong*



\_\_\_\_\_  
*County Clerk, Kent Jones*

