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To: Summit County Council
From: Helen Strachan, Deputy County Attorney &
Brian Bellamy, Director of Animal Control
Meeting Date: July 16 2014
Re: ***Work Session to discuss amendments to the Animal Control Ordinance***

Please find attached as **Exhibit A,** a copy of the proposed amendments to Summit County's Animal Control Ordinance. The ordinance was last amended in June of 2011; therefore, in conjunction with the changes we have been working on with respect to the leash laws, staff thought it a good time to review the entire Animal Control Ordinance. In the margins of the draft ordinance you will notice that there are a number of unanswered policy questions, in addition to some of the substantive changes described below. During the course of the work session, staff respectfully requests that the Council further discuss these issues and provide staff with direction.

Dog Licensing (§5-1-5): With respect to dog licensing, we are recommending moving to a three year license to correspond with the three year rabies vaccination. Another issue for the Council to consider is whether we want to require dogs to be sterilized prior to licensing. Currently, we license dogs that are not spayed or neutered at a higher rate than sterilized dogs, however some Council members have suggested that they would like to require sterilization prior to licensing and this change is reflected in the amendment.

Licensing Exemptions: (§5-1-7): Currently, dogs used for agricultural use are exempt from the licensing requirements. Animal Control would like to see this exemption stricken. Agricultural dogs are still required to receive rabies vaccinations and therefore it would be easier to ensure that such dogs are properly vaccinated if they were licensed. Also, we have had a number of agricultural dogs attack other dogs/individuals and were those dogs properly licensed, it may have been easier to ascertain the ownership of the agricultural dogs.

Dogs Running At Large (§5-1-9(A)): We are recommending a number of changes to the Dogs Running At Large provisions. This has been discussed at length with the Council at various work sessions over the year. As you will recall, our code does not allow dogs to be off leash unless on the real property limits of the owner, within a car, or if the dog is an agricultural dog. As discussed, it is recommended that, in addition to those categories, we allow dogs to be off leash if on the real property of another

with the property owner's consent, or within the boundaries of a formally approved off leash dog area. Not previously mentioned is dogs used for hunting purposes, which has been added to the code.

The Summit County Leash Law Task Force discussed the use of electronic dog collars. Our code currently defines a "leash or lead" as "any chain, rope, or device used to restrain an animal." Staff's reading of this definition allows for electronic dog collars and this is the way we have interpreted this language in years past. The majority of the task force wished to continue allowing electronic dog collars. Animal Control has experienced complaints of electronic dog collars not working and has in the past, recommended disallowing them. Also, there was not consensus from the Task Force as to whether an electronic collar may be in hand instead of a physical leash in off leash dog areas. As noted in §5-1-9(B), we would like to require dog owners to have in their possession a physical leash in the event there is an incident. This is another policy question for the Council to consider.

Off Leash Dog Tag Provisions (§5-1-9(B)): The Summit County Leash Law Task Force also provided the County Council with three options related to the off leash dog areas. From the work session discussion held with the Council, it appears there was support for the second option presented, which was requiring dogs that are off leash within an off leash dog area to apply for and wear an off leash dog tag. The draft ordinance does include the off leash dog area language, however it has been highlighted in yellow because, at this time, the Manager's Office does not support its adoption and implementation.

As a reminder, the off leash dog tag program does not come without significant fiscal impacts. At a minimum, the Leash Law Task Force recommended that Summit County reinstate a full-time Animal Control Director ($140,000 including all associated benefits) and additional Sheriff's Deputy enforcement ($47.64 / hr @ 3 hours a week for 26 weeks, totaling approximately $3,715).
TOTAL: $143,715.92

On top of those costs, the task force recommended additional increases in the Animal Control budget to implement option two (the off leash dog tag program). The cost analysis breaks down as follows:

- two additional animal control officers ($90,000 each including all associated benefits)
- one animal control specialist ($65,000 including all associated benefits)
- off leash tags (ranging from $5 to $35 per tag @ 500 tags for a total of $2500
- education including radio spots, newspapers and social media for a total of $4742)

TOTAL: $252,252 (total not off-set by expected fees and fines)

GRAND TOTAL: $395,967

Therefore, as successful implementation of this program would require additional funding, the Manager's Office is recommending that the Council adopt this language at a future date, pending Summit County budget approval or, *at a minimum*, if the Council wished to adopt this language as part of these global animal control amendments, that the off leash dog tag program wait for implementation until January 2015 at the earliest, pending Summit County budget approval.

Attacking Dogs and Vicious Animals (§5-1-13): We have combined the provisions related to attacking dogs and vicious animals into one section and merged the definitions of vicious animals and vicious

dogs into once since there was much overlap. Utah State law has specific provisions related to dogs that attack and provides that any person may injure or kill a dog while it is in the process of attacking domestic animals, service animals or protected wildlife.

Nuisance / Barking Dogs and Puppies (§5-1-14): Our ordinance has always had a provision related to barking dogs as a nuisance. The language was as follows:

> *Barks, whines or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion.*

Not surprisingly, this language has been difficult for Animal Control to enforce. For one, Animal Control will often get anonymous calls from irate individuals complaining about their neighbor's barking dog. Animal Control would require a "barking log" detailing the extent of the barking, however, our code does not have timeframes for what is considered a nuisance dog. Staff is therefore suggesting language borrowed from other jurisdictions, which requires there be barking for an "extended period of time" defined as "incessant barking for 30 minutes or more in any 24-hour period or intermittent barking for 60 minutes or more during any 24-hour period." It also requires a complainant to clearly identify themselves by stating their name, address and telephone number as well as providing details of the nuisance barking. Some jurisdictions require that there be a 10 day correctional period during which time the Animal Control officer meets with the dog owner about the complaint and tries to resolve the issue informally. This is something the Council may want to consider.

Revocation of a Dog License (§5-1-15): A dog license may be revoked by Animal Control and a dog may be permanently impounded by Animal Control, yet our code does not specify to whom the order of revocation may be repealed. We have included a provision that such an order may be appealed to the Summit Administrative Law Judge within ten business days of issuance.

Wild Animals (§5-1-17(F)(4): We have added a new definition for "wild animals" and a provision relating to euthanizing wild animals. Wild animals have been defined as follows: *Wild Animal: Animals including raccoons, skunks, coyotes, foxes, bats, the offspring of wild animals crossbred to domestic dogs and cats, and any other carnivorous animal.* We have added a section that states a wild animal that bites or scratches a person must be immediately euthanized. This is actually required by Utah Administrative Rule R386-702-5.

Impounding, Disposition and Redemption of Animals (§5-1-18): When reviewing the Ordinance, staff felt that it did not accurately reflect some of the current practices of Animal Control and wanted to give the Ordinance a more "animal-friendly feel," for lack of a better term. For instance, the Ordinance as written seemed to suggest that Animal Control would euthanize healthy, adoptable dogs and cats that are in its possession. This is far from the case and has been for quite some time. Therefore the code has been changed to reflect the reality, which is that Summit County will first attempt to adopt any healthy and adoptable dogs.

With respect to adoptions, we have added language that mirrors state code, which requires that if a dog or cat is not sterilized, that the individual who is adopting the animal provide a sterilization deposit at the time of adoption and agree in writing to have the dog/cat sterilized within 30 days. The

sterilization deposit may be a portion of the adoption fee/purchase price or a refundable deposit that is returned to the purchaser upon proof of sterilization. State law says it should reflect the average reduced cost of sterilization of an animal based on gender/weight that is reasonably available in the area, but not less than $25. Currently, Animal Control has a deposit based on the size of the animal. We can continue down this path, but is something that is up for discussion.

Cruelty to Animals / Tethering (§5-1-20): Our ordinance states that one may not "willfully or maliciously…chain….any animal." Recently Salt Lake City included more stringent provisions relating to the tethering of dogs, which I have included in our draft ordinance and is as follows:

Tethering:

1. *It shall be unlawful or any person to tether a dog in any manner that would cause injury or damage to the dog, or when restriction of freedom of movement would endanger a dog. A tether must be of sufficient length to provide the dog with adequate space. Each dog tethered in violation of this section shall constitute a separate offense.*
2. *It is unlawful for any person to tether a dog for longer than ten (10) hours within a twenty-four-hour period. Each dog tethered in violation of this section shall constitute a separate offense.*

Kennel Permits (§5-1-21): There are no changes to the kennel permits that are being presented at this time. The Council should be aware that a few years ago, it removed the cap on the number of dogs one may own at any given time (a thirty dog maximum limitation). The Council may want to revisit this issue. While the number of dogs a commercial kennel may have could still be capped through the land use process (i.e. as a condition to a conditional use permit if one is required in a certain zone), there are no limitations in the Animal Control ordinance. Animal Control will be present at the work session to discuss this in further detail if the Council so desires.

Another possible issue is with commercial dog walkers. Our code currently defines a "commercial kennel" as "[a]ny premises, except where accessory to an agricultural use, where five (5) or more dogs, over four (4) months of age are boarded, trained, groomed, bred, and/or offered for sale for commercial use. The selling of one litter of offspring per year, per premises, shall not be construed as commercial and shall not require a kennel permit." A "private kennel" is defined as any person owning, possessing or harboring five (5) or more dogs. A strict reading of the code would suggest that a commercial dog walker is considered a "private kennel," which would require a kennel license but not a land use permit as required for "commercial kennels."

Estrays (§5-1-25): This is a new section we have added to the code related to estrays, which are defined as "any unbranded sheep, cattle, horses, mules, or asses found running at large, or any branded sheep, cattle, horses, mules, or asses found running at large whose owner cannot be found after reasonable search, or any swine found running at large whose owner cannot be found after reasonable search (does not mean or include any unweaned animal that is running with its mother)." This new definition and code language provides that Animal Control is to be notified of an estray(s), attempt to find the owner of an estray, and if the owner cannot be located, sold at livestock sale. This is verbatim

Utah State law, but is not new Utah law. It has simply been added to educate both Animal Control and the public on Animal Control's responsibilities regarding estrays, particularly in light of the fact that Summit County is, in part, an agricultural community.

At Large Domesticated Animals (§5-1-25(C)): Under our Animal Control Code, it is unlawful for the owner of any domesticated animal to allow such to be at large, defined as not under the control of its owner. "Domesticated animals" include horses, cattle, sheep, pigs, goats, etc. A question often arises as to whether a domesticated animal is "at large" in different locales in Summit County because, while the Snyderville Basin area is a "fence in" area (i.e. the owner of domesticated animals must fence *in* their animals so that they are not liable for damages related to trespass), Eastern Summit County is a "fence out" area and has adopted fencing provisions through the Eastern Summit County Development Code. I have attached as **Exhibit B,** the Utah State provisions and Summit County Development Code provisions related to livestock and trespass.

As it relates to the Department of Animal Control, all domesticated animals must be under the control of their owner or their owner's designee, regardless of where one is in the county. The "fence in" versus "fence out" issue really turns on the liability of an owner for damages in trespass and is a private matter between the animal owner and the owner whose tulips were damaged, whatever the case may be. This is an issue that often comes up at the Department of Animal Control, which is why we bring it to the Council's attention.

Animal Control Fee Schedule: With respect to the Animal Control Fee Schedule which is mentioned in many places throughout the ordinance, we are in the process of working on a county-wide fee schedule that will include the fees for all of our various departments. The new animal control fees will be included in that document and will be presented at a later time.

Staff is requesting that the County Council hold a work session discussion on the proposed changes to the Animal Control Ordinance and provide us with direction. If the Council wishes to go forward with changes to the Animal Control Ordinance, a public hearing will be held at a later date.

Exhibit A

ORDINANCE NO. 113-L

AN ORDINANCE AMENDING SUMMIT COUNTY ANIMAL CONTROL ORDINANCE 113-K

Chapter 1
ANIMAL CONTROL

BE IT ORDAINED BY THE COUNTY COUNCIL OF SUMMIT COUNTY, STATE OF UTAH, AS FOLLOWS:

~~100~~5[HS1]-1-1: DEFINITIONS
~~100~~5-1-2: ~~DEPARTMENT~~ DIVISION OF ANIMAL CONTROL
~~100~~5-1-3: POWERS OF ANIMAL CONTROL OFFICIALS
~~100~~5-1-4: DUTIES OF ANIMAL CONTROL OFFICIALS
~~100~~5-1-5: DOG LICENSING
~~100~~5-1-6: LICENSE TAG
~~100~~5-1-7: LICENSING EXEMPTIONS
~~100~~5-1-8: UNLAWFUL TO HARBOR STRAY DOGS
~~100~~5-1-9: DOGS RUNNING AT LARGE
~~100~~5-1-10: DOGS ON UNENCLOSED PREMISES
~~100~~5-1-11: FEMALE DOGS IN HEAT
~~100~~5-1-12: PLACES PROHIBITED TO ~~DOGS~~ANIMALS
~~100~~5-1-13: ~~DOGS ATTACKING PERSONS AND ANIMALS~~ATTACKING DOGS AND VICIOUS ANIMALS
~~100-1-14: VICIOUS ANIMALS AND VICIOUS DOGS~~
~~100~~5-1-~~15~~14: NUISANCE
~~100~~5-1-~~16~~15: REVOCATOIN OF DOG LICENSE
~~100~~5-1-~~17~~16: ~~BITES,~~ DUTY TO REPORT BITES
~~100~~5-1-~~18~~17: CONTROL OF RABIES AND RABID ANIMALS
~~100~~5-1-~~19~~18: IMPOUNDING, DISPOSITION, AND REDEMPTION OF ANIMALS
~~100~~5-1-~~20~~19: ANIMAL SHELTER AND EMERGENCY RESOURCES
~~100~~5-1-~~21~~20: CRUELTY TO ANIMAL PROHIBITED
~~100~~5-1-~~22~~21: KENNEL PERMITS
~~100~~5-1-~~23~~22: STANDARDS FOR COMMERCIAL AND PRIVATE KENNELS
~~100~~5-1-~~24~~23: SUSPENSION OR REVOCATION OF KENNEL PERMIT
~~100~~5-1-~~25~~24: INTERFERENCE WITH OFFICERS PROHIBITED
~~100~~5-1-~~26~~25: ESTRAYS AND AT LARGE DOMESTICATED ANIMALS
~~100~~5-1-~~27~~26: DISPOSITION OF DEAD ANIMALS
~~VIOLATION~~
~~100~~5-1-~~28~~27: VIOLATION
5-1-28: SEVERABILITY

5-1-1: ~~100-1-1:~~ DEFINITIONS

As used in this Chapter, the words and phrases specified below shall have the following meanings:

Abandon/abandoned: the leaving of an animal without adequate provision for the animal's care by its owner.

Agricultural Animal or Agricultural Dog: An animal developed or trained to do useful work such as herd other animals rather than kept as a pet.

Animal: Every nonhuman species, both domestic and wild.

Animal Shelter[HS2]: A facility or program a) providing services for stray, lost, or unwanted animals, including holding and placing the animals for adoption or b) a private humane society or private animal welfare organization. ~~owned, operated, or maintained for the care and custody of seized, stray, homeless, quarantined, abandoned, unwanted animals or animals held for the purpose of protective custody under the authority of this Title or state law.~~

~~At Large~~[HS3]~~: Any domesticated animal, whether or not licensed, not "under restraint" as defined below~~herein~~.~~

Bite: An actual puncture, tear, or abrasion of the skin inflicted by the teeth of an animal.

Cats: Any age feline of the domesticated types.

Commercial Kennel: Any premises, except where accessory to an agricultural use, where five (5) or more dogs, over four (4) months of age are boarded, trained, groomed, bred, and/or offered for sale for commercial use. The selling of one litter of offspring per year, per premises, shall not be construed as commercial and shall not require a kennel permit.

Director of Animal Control: The director of the Summit County ~~Department~~Division of Animal Control who is vested with the power and authority to enforce the provisions of this ~~ordinance~~chapter.

Dog: Any canis over four (4) months of age.

~~Domesticated Animals: Animals accustomed to livinge in or about the habitation of man, including, but not limited to cats, dogs, fowl, horses, swine, goats, and cattle.~~

Estray: Any unbranded sheep, cattle, horses, mules, or asses found running at large, or any branded sheep, cattle, horses, mules, or asses found running at large whose owner cannot be found after reasonable search, or any swine found running at large whose owner cannot be found after reasonable search (does not mean or include any unweaned animal that is running with its mother)

~~Guard Dog~~[HS4]~~: A working dog which must be kept in a fenced run or other suitable enclosure during business hours, or on a leash or under absolute control while working, so it cannot come into contact with the public. This restriction does not apply to service dogs for people and governmental entities and dogs used for agricultural purposes.~~

Leash or Lead: Any chain, rope, or device used to restrain an animal.

Neuter: A surgical procedure performed on male animals in which its testicles are removed.

Owner: Any person who is either the legal owner, keeper, possessor or the actual custodian of an animal. Ownership is conclusively established by a person registering as owner on a license or other legal document, or being a person claiming ownership and taking possession of an animal. The term "owner" does not apply to animal shelters, veterinarians, veterinary hospitals, or commercial kennels temporarily maintaining on their premises animals owned by others for a period of less than 30 days. Where the "owner" is a minor under the age of 18 years, the minor's parents or legal guardian shall be liable for and held responsible for payment of their minor child's citation, fines, and/or late penalties.

~~Pet~~[HS5]~~: A domesticated animal kept for pleasure rather than utility, including, but not limited to birds, cats, dogs, fish, hamsters, mice, and other animals associated with human's man's environment.~~

Private Kennel: Any person owning, possessing or harboring five (5) or more dogs.

Proof of Sterilization[HS6]: A written document signed by a veterinarian stating that a specified animal has been sterilized, the date on which the sterilization was performed, and the location where the sterilization was performed.

Puppy: Any canis four (4) months of age or under.

Quarantine: The isolation of an animal in a substantial enclosure so that the animal is not subject to contact with other animals or unauthorized persons.

Service Animals[HS7]: Dogs that are individually trained or are in training to do work or perform tasks for people with disabilities. Service Animals do not include animals used solely as a crime deterrent or to provide emotional support, well-being, comfort, or companionship.

Spay: A surgical procedure performed on a female animal in which its ovaries and uterus are removed.

Sterilized: An animal has been surgically altered either by the spaying of a female animal or by the neutering of a male animal, so it is unable to reproduce.

Stray: Any unidentified or unclaimed animal "at large" as defined herein.

~~Under Restraint~~[HS8]~~: Any animal under the control of its owner or person having charge, care, custody or control. A dog shall be considered under control of the owner when on a leash or lead, confined within a vehicle, or within the real property limits of the owner~~.

Veterinarian: Any person properly licensed under the laws of the state of Utah to practice veterinary medicine.

Veterinary hospital: Any establishment operated by a licensed veterinarian for surgery, diagnosis, and treatment of diseases and injuries of animals.

Vicious Animal[HS9]: A. Any animal:

(1) with a known propensity, tendency or disposition to attack unprovoked, to cause injury to, or to otherwise endanger the safety of, humans or other domestic animals; or which is known to have attached or bitten any human or domestic animal at least once before;

(2) which attacks or has attacked a human being or other domestic animal without provocation;

(3) which is trained or used as a fighting animal;

B. This provision shall not apply to dogs owned or used by government entities.

~~which is dangerous or aggressive, including, but not limited to, any animal which has bitten or in any other manner attacked any person or animal.~~
~~Vicious Dog: (a) Any dog, which in a vicious or terrorizing manner, approaches any person in apparent attitude of attack upon the streets, sidewalks, or any public grounds or places; (b) Any dog with a known propensity, tendency, or disposition to attack, to cause injury or to otherwise endanger the safety of human beings or animals; or (c) Any dog which bites, inflicts injury, assaults, or otherwise attacks a human being or domestic animal on public or private property.~~

Wild Animal: Animals including raccoons, skunks, coyotes, foxes, bats, the offspring of wild animals crossbred to domestic dogs and cats, and any other carnivorous animal.

Worry: to harass by tearing, biting, or shaking with the teeth, or without provocation to chase any animal or person or approach any person in an apparent attitude of attack when such person is in a place where he/she has a right to be.

~~100~~-5-1-2: ~~DEPARTMENT~~DIVISION OF ANIMAL CONTROL

The ~~Department~~ Division of ~~Animal~~ Animal ~~Control~~ Control is created in accordance with this ~~ordinance~~chapter.

~~100~~5-1-3: POWERS OF ANIMAL CONTROL OFFICIALS

A. The Director of Animal Control or any person employed by the ~~Department~~Division of Animal Control as an animal control officer shall take the oath of office and shall be vested with the power and authority to enforce this ~~ordinance~~chapter.

B. The Director of Animal Control, his/her deputies, assistants, and animal control officers are hereby authorized and empowered to apprehend and take with them and impound any animal found in violation of this ~~ordinance~~ chapter ~~and including licensable dogs for which no license has been procured in accordance with this ordinance~~~~chapter~~, or any licensed or unlicensed dogs for any other violation.

C. In the enforcement of this ~~ordinance~~ chapter any peace officer or the Director of Animal Control or his/her assistants are authorized to enter onto the open premises of any person to take possession of any ~~dog~~ domestic animal in violation of this ~~ordinance~~chapter.

~~5100~~-1-4: DUTIES OF ANIMAL CONTROL OFFICIALS

A. The Director of Animal Control shall:

1. Enforce this ~~ordinance~~ chapter and perform other responsibilities pursuant to this ~~ordinance~~chapter;
2. Supervise the animal shelter(s) under his/her jurisdiction;
3. Keep adequate records of all animals impounded and all monies collected;
4. See that all animals and animal ~~holding facilities~~shelters, commercial kennels, and private kennels in his/her jurisdiction are licensed, controlled and permitted in accordance with any applicable ordinances and/or regulations; and
5. Establish, in cooperation with the Summit County Health Department and other interested governmental agencies, adequate measure for rabies immunization and control.

B. Each animal control officer shall:

1. Investigate violations of laws and this chapter concerning animals and issue citations in accordance with Utah law and this chapter;

2. Enforce this ~~ordinance~~chapter in all respects pertaining to animal control within the jurisdiction including ~~the care and impounding of animals and prevention of cruelty to animals~~taking custody of animals as appropriate in the enforcement of Utah law and this chapter[HS10]; and

~~2~~3. Carry out all duties prescribed or delegated by the Director of Animal Control.

~~1005~~-1-5: DOG LICENSING

A. All dogs must be licensed ~~each year~~, except as otherwise provided, to a person of the age of eighteen (18) years or older.

B. ~~Any person owning, possessing, or harboring~~An owner of any dog within Summit County shall obtain, from the Division of Animal Control, a license for such ~~animal~~ dog within thirty (30) days after the dog reaches the age of four (4) months, within ten (10) days of the

acquisition of such dog or presence of such dog within Summit County. ~~For a dog under the age of six (6) months, the department of animal control may accept certification from a veterinarian that the owner has deposited funds for spaying or neutering, in which case, the dog may be licensed at the reduced fee. Said initial license shall be effective for one year from the date of purchase and must be renewed annually thereafter~~[HS11]~~.~~

C. License Applications: License ~~renewal~~ applications must be submitted ~~annually~~ to the ~~department~~ Division of ~~animal~~ Animal ~~control~~Control, utilizing a standard form which requests name, address and telephone number of the applicant, ~~and~~ the breed, sex, color, and age of the dog, and~~; the form also asks for~~ pertinent information regarding rabies vaccinations. The application shall be accompanied by the ~~prescribed~~ license fee as set forth in the Animal Control fee schedule, and by a current rabies vaccination certificate as set forth in Section 5-1-17. ~~Rabies vaccinations and certificates must be obtained every three (3) years, either from a licensed veterinarian or an authorized animal control officer~~[HS12]~~.~~

~~D. Dog licenses will be issued in accordance with the fees as established by the county council.~~

E. Proof of Sterilization: No dog shall be licensed ~~as spayed or neutered~~ without ~~satisfactory proof that such surgery was performed on said dog~~proof of sterilization. ~~.~~For a dog under the age of six (6) months, the Division of Animal Control may accept, in lieu of proof of sterilization, certification from a veterinarian that the owner has deposited funds for sterilization, in which case, the dog may be licensed at the reduced fee as set forth in the Animal Control fee schedule.

F. The license shall be effective ~~one~~ three (3) years from the date of purchase however dogs that have not been previously vaccinated with the rabies vaccine shall receive a one (1) year vaccination and their licenses are only valid for one (1) year. After the initial vaccination and license, the three (3) year license is available. Licenses must be renewed prior to expiration and ~~L~~licenses ~~for the following year~~ may be purchased within thirty (30) days prior to the expiration date.

~~1005~~-1-6: LICENSE TAG

A. Upon payment of the license fee and completion of the requirements outlined in 5-1-5 herein, the ~~Department~~Division of Animal Control shall issue to the owner a certificate and a tag for each dog licensed. The tag shall ~~have stamped on~~indicate the license number corresponding with the tag number on the certificate. The owner shall attach the tag to the collar or harness of the dog and see that the collar and the tag are constantly worn. Failure to attach the tag as provided shall be ~~in~~a violation of this ~~ordinance~~chapter. Dogs that are ~~, except dogs which are~~ kept for show purposes are exempt from wearing the collar and tag, during dog shows.~~.~~

B. Dog tags are not transferable from one dog to another. No refunds shall be ~~made~~ given on any dog license fee for any reason whatsoever. Replacements for lost or destroyed tags shall be issued by the Division of Animal Control upon payment ~~of $1.00 to the Department of Animal Control~~of the replacement fee in accordance with the Animal Control fee schedule.~~.~~

C. Any person removing or causing to be removed, the collar, harness, or tag from any licensed dog without the consent of the owner~~ or keeper thereof~~, except a ~~licensed~~ veterinarian, animal shelter, or animal control officer who removes such for medical and other reasons, shall be in violation of this ~~ordinance~~chapter.

~~100~~5-1-7 LICENSING EXEMPTIONS

A. The provisions of Section ~~100~~5-1-5 and ~~100~~5-1-6 ~~herein~~ of this chapter shall not apply to:

1. Dogs licensed in other jurisdictions ~~Licensed dogs~~ whose owners are ~~non-residents temporarily~~temporary residents (up to 30 days maximum) within the jurisdiction; Such licensed dogs whose owners remain within the jurisdiction longer than 30 days may receive a local license ~~transfer to the local license~~ upon completion of an application per Section 5-1-5(C), payment of ~~$1.00~~the requisite fees per the Animal Control fee schedule, ~~fee~~ and proof of current rabies vaccination to the Division of Animal Control; or~~and~~

2. Individual dogs within a properly licensed ~~dog~~ commercial kennel, ~~or other such establishment~~ when such dogs are held for resale~~ or for agricultural use.~~

B. The fee provisions of Sections ~~100~~5-1-~~6~~ 5 and 5-1-6 shall not apply to:

~~1. Seeing eye dogs properly trained to assist blind persons if such dogs are actually being used by blind persons to assist them in moving from place to place;~~
~~2.~~1.~~Hearing dogs properly trained to assist deaf persons if such dogs are actually used by deaf persons to aid them in responding to sounds; and~~
Service Animals or

~~3.~~2.Dogs especially trained to assist officials of government agencies in the performance of their duties and which are owned by such agencies.

C. Nothing in this section shall be construed so as to exempt any dog from having a current rabies vaccination.

~~100~~5-1-8: UNLAWFUL TO HARBOR STRAY DOGS

It shall be unlawful for any person, except an animal shelter, to harbor or keep any lost or stray dog or puppy for more than twenty four (24) hours. Whenever any dog or puppy shall be found which appears to be lost or strayed, it shall be the duty of the finder to notify the ~~Department~~Division of Animal Control within twenty four (24) hours, and the ~~Department~~Division of Animal Control shall impound the dog or puppy.

~~100~~5-1-9: DOGS RUNNING AT LARGE

A. It shall be unlawful for the owner ~~or person having charge, care, custody, or control~~ of any dog or puppy to allow such dog or puppy at any time to run at large. Except as provided in

Section 5-1-9(B), a dog or puppy shall be considered under restraint of the owner and therefore not "at large" when:

1. on a leash or lead,
2. confined within a vehicle,
3. within the real property limits of the owner,
4. within the real property limits of another with the express permission of the property owner;
5. the dog is an agricultural dog actively working;
6. the dog is hunting with its owner or [HS13]
7. the dog has been issued an off leash dog tag per Section 5-1-9(B)(3) below and the dog is within the boundaries of a designated off leash dog area adopted by ordinance or otherwise formally approved by the County, a municipality, a special service district, or a home owner's association within the jurisdiction of the Division of Animal Control.

B. Off Leash Dog Areas

1. Voice and Sight Control: With respect to Section 5-1-9(A) above, dogs who have been issued an off leash dog tag and are within the boundaries of a designated off leash dog area must be managed through the use of "voice and sight control," defined as control of the behavior of a dog which is not leashed or otherwise physically restrained by its owner sufficient that the dog does not, without regard to circumstances or distractions:
(a) Charge, chase, or otherwise display aggression toward any person or behave toward any person in a manner that a reasonable person would find harassing or disturbing;
(b) Charge, chase, or otherwise display aggression toward any animal;
(c) Chase, harass, or disturb wildlife or livestock; or
(d) Fail to come to and stay with the owner immediately upon command by such person.

2. Off Leash Dog Area Regulations: The following shall be prohibited or illegal within the boundaries of any off leash dog area within the jurisdiction of Summit County Animal Control:
(a) failure of an owner of any dog within the boundaries of an off leash dog area to carry a leash or lead no longer than 6 feet in length for each dog. Electronic dog collars may not substitute for a physical leash or lead.
(b) an owner having more than four dogs simultaneously unleashed.
(c) failure of an owner to exercise voice and sight control at all times
(d) failure of an owner to properly clean-up and dispose of dog waste.
(e) bringing a female dog in season (heat) into an off leash dog area.
(f) failure to wear an off leash dog tag or, for dogs temporarily within the jurisdiction, failure to pay for a day pass.
(g) failure to follow any other posted off leash dog area rules and regulations.

C. Off Leash Dog Tag Provisions:

1. Tag Required: Contemporaneous with or any time after receiving a dog license per Section 5-1-6 above, an "off leash tag" may be purchased from the Summit County

Division of Animal Control. An off leash tag permits a dog to be off leash within the boundaries of an off leash area as allowed per Section 5-1-9(A)(6) above.

2. Off Leash Dog Tag Application: A tag application must be submitted to the Division of Animal Control, utilizing a standard form which requests name, address and telephone number of the applicant, the breed, sex, color, and age of the dog. The application shall be accompanied by the off leash dog tag fee as set forth in the Animal Control fee schedule, by a current rabies vaccination certificate as set forth in Section 5-1-17, and by proof of sterilization as set forth in Section 5-1-5 above. No dog shall be issued an off leash dog tag without proof of current rabies vaccination and proof of sterilization, and payment of the required fees.

3. Off Leash Dog Tag: Upon payment of the fee and completion of the requirements outlined in subsection (a) above, the Division of Animal Control shall issue to the owner an off leash dog tag. The tag shall indicate the off leash dog tag number corresponding with the tag number issued by the Division of Animal Control. The owner shall attach the tag to the collar or harness of the dog and see that the collar and the tag are worn when the dog is within the boundaries of an off leash dog area. Failure to attach the tag as provided shall be violation of this chapter.

4. Off Leash Dog Tags Non-Transferable: Dog tags are not transferable from one dog to another. No refunds shall be given on any off leash dog tag fee for any reason whatsoever. Replacements for lost or destroyed tags shall be issued by the Division of Animal Control upon payment of the replacement fee in accordance with the Animal Control fee schedule.

5. Temporary Residents: Dogs licensed in other jurisdictions whose owners are temporary residents (up to 30 days maximum) within Summit County may receive a day pass to an off leash dog area upon payment of the day pass fee as set forth in the adopted Animal Control fee schedule and upon signing an assumption of liability form[HS14]. Such licensed dogs whose owners remain within the jurisdiction longer than 30 days may receive a local tag upon completion of an application per Section 5-1-9(B)(3)(a), payment of the requisite fees per the Animal Control fee schedule, and proof of current rabies vaccination to the Division of Animal Control.

6. The off leash dog tag shall be effective three (3) years from the date of purchase, if purchased contemporaneous with a dog license as set forth in Section 5-1-5 above. All other off leash dog tags shall be effective until expiration of the dog license as set forth in Section 5-1-5, above. Tags must be renewed prior to expiration and tags may be purchased within thirty (30) days prior to the expiration date.

7. Ineligible Dogs: The following animals are not eligible for an off leash dog tag and may not be within the boundaries of an established off leash area:

(a) puppies;
(b) any dog who has been found in violation of this chapter two or more times within a twelve month period;

(c) vicious animals;
(d) any dog who has violated the written policies of an established off leash dog area two or more times within a twelve month period;
(e) dogs wearing a yellow ribbon per the Yellow Dog Program established in certain areas by formal Resolution

8. Exempt Dogs[HS15]:

9. Revocation: The Summit County Division of Animal Control may revoke an off leash dog tag upon any of the following grounds:

(a) the dog is deemed a "vicious animal" per this chapter;
(b) the dog who has been found in violation of this chapter two or more times within a twelve month period;
(c) the dog has a history of attacking other animals or people;
(d) the dog has violated the written policies of an established off leash dog area two or more times within a twelve month period;
(e) it is determined by the Division of Animal Control or the County Health Department that the dog is offensive or dangerous to the public health, welfare, or safety.

10. Reinstatement of an Off Leash Dog Tag upon Revocation:

(a) Except as provided for under subsection (b), an off leash dog tag may be reinstated if:
i) six months have lapsed; and
ii) the dog and its owner have successfully completed an approved training program.

(b) An off leash dog tag may, under no circumstances, be reinstated to a dog that is deemed a "vicious animal" per this chapter.

D. Sensitive Areas: Summit County recognizes that there are certain sensitive places where dogs and puppies should be on leash at all times. Dogs and puppies may only be allowed off leash in areas formally designated as off leash areas and beyond 150 feet of an off leash public trail head.

E. The owner ~~or~~ of any ~~animal~~ dog or puppy ~~person charged with responsibility for a dog~~ found running at large shall be strictly liable for a violation of this section regardless of the precautions taken to prevent the escape of the dog or puppy and regardless of whether or not he/she knows that the dog or puppy is running at large.

~~1005~~-1-10: DOGS ON UNENCLOSED PREMISES

It shall be unlawful for any person to chain, stake out, or tether any dog or puppy on any unenclosed premises in such a manner that the animal may go beyond the property line unless

such person has permission of the owner of the affected property. Further provisions related to the tethering of dogs may be found in Section 5-1-21, Cruelty to Animals Prohibited.

~~100~~5-1-11: FEMALE DOGS IN HEAT

Any owner ~~or person having charge, care, custody, or control~~ of any female dog in heat shall, in addition to restraining such dog from running at large, cause such dog to be constantly confined in a building or secure enclosure so as to prevent it from attracting by scent or coming into contact with other dogs~~ and creating a nuisance~~. This section shall not apply to planned breeding.

~~100~~5-1-12: PLACES PROHIBITED TO ~~DOGS~~ANIMALS

A. It shall be unlawful for ~~any person~~an owner to take or permit any ~~dog~~animal, whether loose, ~~or~~ on a leash or lead, or in arms, in or about any establishment or place of business where food or food products are sold or displayed, including but not limited to, restaurants, grocery stores, meat markets, and fruit or vegetable stores.

B. It shall be unlawful for ~~any~~ the owner ~~person keeping, harboring, or having charge or control~~ of any dog or puppy to allow said dog or puppy to be within the following described area:

1. Any watershed area so designated by ordinance or otherwise legally appointed~~, either now existing or to be defined in the future~~.

2. Any construction site of a building, building improvement, road, utility, or other construction site during any time when actual construction or excavation activity is taking place[HS16].

C. No owner ~~or person shall cause or permit any dog owned by him/her or under his/her control or custody~~ of any dog or puppy shall cause or allow said dog or puppy to enter any designated area where a sign or signs are posted bearing the legend "No Dogs Allowed", or other words to that effect. ~~This section shall not apply to dogs provided for in Section 100-1-7(2) of this Ordinance.~~

D. Section 5-1-12 shall not apply to:

1. Service Animals; and
2. Dogs especially trained to assist officials of government agencies in the performance of their duties and which are owned by such agencies.

~~1005~~-1-13: ~~DOGS ATTACKING PERSONS AND ANIMALS~~ATTACKING DOGS AND VICIOUS ANIMALS

A. Attacking dogs:

1. It shall be unlawful for the owner ~~or person having charge, care, custody, or control~~ of any dog to allow such dog to attack, chase or worry any person, any domestic animal, or any species of protected wildlife, or to attack domestic fowl. ~~"Worry" as used in this section shall mean to harass by tearing, biting, or shaking with the teeth, or without provocation to chase any animal or person or approach any person in an apparent attitude of attack when such person is in a place where he/she has a right to be.~~

~~B~~ 2.~~.~~ Owner liability. The owner in violation of subsection A of this section shall be strictly liable for violation of this section. In addition to being subject to prosecution under subsection A of this section, the owner of such dog shall also be liable in damages to any person injured or to the owner of any animal(s) injured or destroyed.

3.~~C.~~ Defenses. The following shall be considered in mitigating the penalties or damages or in dismissing the charge:

a. That the dog was properly confined on the premises; or

b. That the dog was deliberately or maliciously provoked.

4.~~D~~ Dogs may be killed. Any person may injure or kill a dog while: ~~it is committing any of the acts specified in number one~~Section A ~~above or while such dog is being pursued thereafter~~

a. the dog is attacking, chasing, or worrying:
i) a domestic animal having a commercial value;
ii) a service animal; or
iii) any species of hoofed protected wildlife;

b. the dog is attacking domestic fowls; or

c. the dog is being pursued for committing an act described in Subsection (a) or (b) above[HS17].

~~1005-1-14:~~B. Vicious Animals **~~VICIOUS ANIMALS AND VICIOUS DOGS~~**

~~A~~1. It shall be unlawful for the owner of any vicious animal ~~or vicious dog, as those terms are defined herein,~~ to permit such animal to go or be off the premises of the owner unless such animal is under restraint and properly muzzled so as to prevent it from injuring any person, other animals, or property.

~~B~~2. The Director of Animal Control or his/her designee shall forthwith investigate any credible complaint that an animal ~~a dog~~ is vicious. If the officer reasonably believes that the

animal is vicious, the animal shall be immediately seized and impounded. If impoundment of a vicious animal cannot be made with safety to the animal control officer or other persons, ~~T~~the Director of Animal Control shall seek a court order for the ~~destruction~~ euthanization of or muzzling of any vicious animal ~~or vicious dog~~ that is under restraint as defined herein, yet cannot be controlled by reasonable restraints and cannot be effectively controlled by its owner ~~or person having charge, care, or control of such animal~~. Parties owning such animal shall, if possible, be notified immediately of the animal's location by the Division of Animal Control. The owner of an animal impounded, other than by court order, may contest the impounding by filing a notice with the proper court and serve the same on the animal shelter within five (5) days after the impounding.

3. Multiple Violations[HS18]: If any animal bites or attacks a person or animal two (2) times or more in a twelve (12) month period, such animal may be immediately impounded by the Division of Animal Control without court order and held at the owner's expense pending court action. Any such animal shall be deemed a vicious animal, and the Director of Animal Control may seek a court order as provided in Section 5-1-14 or exercise discretion for euthanization of the animal as provided in Section 5-1-21(5). Parties owning such animal shall, if possible, be notified immediately of the animal's location by the Division of Animal Control.

~~100~~5-1-~~15~~14: NUISANCE

Any owner ~~or person having charge, care, custody, or control~~ of an animal(s) ~~or animals~~ causing a nuisance as defined below shall be in violation of this ~~ordinance~~ chapter and subject to the penalties provided herein. The following shall be deemed a nuisance:

A. Any animal ~~which~~that:

1. causes damage to the property of anyone other than its owner;
2. is a "vicious animal" as defined herein and kept contrary to Section ~~100~~5-1-~~14~~ 13(B) above;
3. causes unreasonable fouling of the air by odors;
4. causes unsanitary conditions in enclosures or surroundings;
5. defecates on any public sidewalk, park, or building, or on any private property without the consent of the owner of such private property, unless the ~~person owning, having a proprietary interest in, harboring, or having care, charge, control, custody, or possession of s~~owner of such animal ~~shall~~ removes any such defecation to a proper trash receptacle in a timely fashion;

~~6. barks, whines, or howls or makes other disturbing noises in an excessive, continuous, or untimely fashion;~~

~~7~~6. attacks other ~~domestic~~ animals; or

7. is determined by the ~~Department~~Division of Animal Control or the ~~City/~~County Health Department to be offensive or dangerous to the public health, welfare, or safety.

B. Animals which, by virtue of the number maintained, are determined by the ~~Department~~Division of Animal Control or the ~~City/~~County Health Department to be offensive or dangerous to the public health, welfare, or safety.

C. Barking Dogs and Puppies: A dog or puppy that barks, bays, cries, whines, howls, or makes any noise for an extended period of time to the disturbance of any person at any time of day or night, regardless of where the dog or puppy is physically situated in or upon private property. Such extended period of time shall consist of incessant barking for 30 minutes or more in any 24-hour period or intermittent barking for 60 minutes or more during any 24-hour period.

1. Exceptions:
a. a dog or puppy shall not be deemed a nuisance under this section if, at any time the dog or puppy is barking, a person is trespassing or threatening to trespass upon private property in or upon which the dog or puppy is situated, or when the dog or puppy is being teased or provoked.
b. agricultural dogs, while actively working shall not be deemed a nuisance under this section.

2. Citations: Law enforcement officers or the Division of Animal Control officials have the authority to issue a citation to any owner of a barking dog or puppy that the official did not see or hear occur based upon a complaint signed under penalty of perjury lodged by a member of the community who has been disturbed by the barking dog. All complainants must clearly identify themselves by stating their name, address, and telephone number. The complainant shall further state the description of the offense, the date, time, place and duration of the offense, and if known, the name of the dog's owner, the owner's address and telephone number, and a description of the dog.

~~100~~5-1-~~16~~15: REVOCATION OF DOG LICENSE

If the owner of any dog is found to be in violation of this ~~ordinance~~ chapter on three or more different occasions during any twelve (12) ~~12~~ month period, the Director of Animal Control may revoke for a period of one year any dog license(s) such person may possess and may provide for the ~~Department~~Division of Animal Control to pick up and impound any dog kept by the person under such order. Any dog impounded pursuant to such an order shall be dealt with in accordance with the provisions of this ~~ordinance~~ chapter for impounded animals except that the person under the order of revocation shall not be allowed to redeem the dog in any circumstances. The order of revocation may be appealed to the Summit County Administrative Law Judge within ten (10) business days of issuance.

~~100~~5-1-~~17~~16: ~~BITES,~~ DUTY TO REPORT BITES

A. Any person having knowledge of any individual or animal having been bitten by an animal of a species subject to rabies shall report the incident immediately to the ~~Department~~Division of Animal Control.

B. The owner of an animal that bites a person and any person bitten by an animal shall report the bite to the ~~Department~~Division of Animal Control or the ~~City/~~County Health Department within twenty-four (24) hours of the bite, regardless of whether or not the biting animal is a species subject to rabies.

C. A physician or other medical personnel who renders professional treatment to a person bitten by an animal shall report the fact that he/she has rendered professional treatment to the ~~Department~~Division of Animal Control or the ~~City/~~County Health Department within twenty-four (24) hours of his/her first professional attendance. He/she shall report the name, sex, and address of the person bitten as well as the type and location of the bite. If known, he/she shall give the name and address of the owner of the animal that inflicted the bite, and any other facts that may assist the ~~Department~~Division of Animal Control in ascertaining the immunization of the animal.

D. Any person treating an animal bitten, injured or mauled by another animal shall report the incident to the ~~Department~~Division of Animal Control. The report shall contain the name and address of the owner of the wounded, injured, or bitten animal, ~~the name and address of the owner,~~ a description of the animal that caused the injury, and the location of the incident.

E. Any person not conforming to the requirements of this section shall be in violation of this ~~ordinance~~chapter.

~~1005~~-1-~~18~~17: CONTROL OF RABIES AND RABID ANIMALS

A. Rabies vaccination required for ~~dogs~~certain animals. The owner ~~or person having the charge, care, custody, and control~~ of a dog over four months of age ~~or over~~ shall have said ~~animal~~ dog vaccinated within thirty (30) days after it reaches said age. Unvaccinated dogs over four months of age acquired by the owner or moved into the jurisdiction must be vaccinated thereafter every thirty six (36) months with a modified virus rabies vaccine approved by the Summit County Health Department. Cats shall be vaccinated every thirty six (36) months. This provision shall not apply to veterinarian hospitals, commercial kennels, or animal shelters temporarily maintaining on their premises animals owned by others.

B. Duties of veterinarian and tag requirements. It shall be the duty of each veterinarian, when vaccinating any animal for rabies, to complete a certificate of rabies vaccination (in duplicate) which includes the following information:

1. owner's name and address;
2. description of animal (breed, sex, markings, age, and name);
3. date of vaccination;
4. rabies vaccination tag number;
5. type of rabies vaccine administered; and
6. manufacturer's serial number of vaccine.

A copy of the certificate shall be distributed to the owner and original retained by the issuing veterinarian. The veterinarian and the owner shall retain their copies of the certificate for the interval between vaccinations specified in this section. Additionally, a number serialized metal or durable plastic rabies vaccination tag shall be securely attached to the collar or harness of all dogs. A dog not wearing such tag shall be deemed to be unvaccinated and may be impounded and dealt with pursuant to this ~~ordinance~~chapter.

C. Transient animal exception. The provisions of this section with respect to vaccination shall not apply to any animal owned by a person temporarily remaining within the jurisdiction for less than thirty (30) days. Such animals shall be kept under strict supervision of the owner. It shall be unlawful to bring any animal into the jurisdiction which does not comply with animal health laws and import regulations.

D. Impoundment of animal without valid rabies vaccination tag.

1. Any vaccinated animal impounded because of a lack of rabies vaccination tag may be reclaimed by its owner by furnishing proof of rabies vaccination and payment of all impoundment fees prior to release.

2. Any unvaccinated animal may be reclaimed by payment of impound fees and by obtaining a rabies vaccination within 72 hours of release.

3. Any animal not reclaimed prior to the period shall be disposed of pursuant to provisions of Section ~~100-1-21~~5-1-19.

E. Reporting of rabid animals. Any person having knowledge of the whereabouts of an animal known to have been exposed to, or suspected of having rabies, or of an animal or person bitten by such a suspect animal, shall notify the ~~Department~~Division of Animal Control, the Summit County Health Department, or the State Division of Health.

F. Quarantining and disposition of biting or rabid animal.

1. Confined By Owner: An animal that has rabies or shown signs of having rabies, and every animal infected with rabies or that has been exposed to rabies, shall be reported by the owner as set forth above and shall immediately be confined in a secure place by the owner. The Director of Animal Control has the discretion to allow the dog owner or a veterinarian within the jurisdiction of the Division of Animal Control to secure the dog or to require the dog owner to surrender the dog to the ~~Department~~Division of Animal Control.

2. Surrender Animal Upon Demand: The owner of any animal of a species subject to rabies which has bitten shall surrender the animal to an authorized official upon demand. Any person authorized to enforce this ~~ordinance~~ chapter may enter upon private property to seize the animal; if the owner refuses to surrender the animal, the officer shall immediately obtain a search warrant authorizing seizure and impoundment of the animal.

3. Observation: Any animal (except wild animals) of a species subject to rabies that bites a person or animal or is suspected of having rabies ~~may~~ shall [HS19] be seized and quarantined for observation for a period of not less than ten (10) days

from the date of the bite by the ~~Department~~Division of Animal Control and/or the ~~City/~~County Health Department. The owner of the animal shall bear the cost of confinement. The Summit County animal shelter shall be the normal place for quarantine, but other arrangements, including confinement by the owner, may be made by the Director of Animal Control and/or the director of the City/County Health Department ~~health~~ if the animal had a current rabies vaccination at the time the bite was inflicted or if there are other special circumstances justifying an exception. ~~A person who has custody of an animal under quarantine shall immediately notify the Department~~~~Division~~ ~~of Animal Control if the animal shows any signs of sickness or abnormal behavior, or if the animal escapes confinement.~~ It shall be unlawful for any person who has custody of a quarantined animal to fail or refuse to allow a health or animal control officer to make an inspection or examination during the period of quarantine.

a. If, within the ten (10) day quarantine period, the animal shows signs of sickness or abnormal behavior suggestive of rabies, the animal shall be immediately euthanized. A person who has custody of an animal under quarantine shall immediately notify the Division of Animal Control if the animal shows any signs of sickness or abnormal behavior, or if the animal escapes confinement.

b. If the animal dies within ten (10) days from the date of the bite, the person having custody shall immediately surrender the animal to the ~~Department~~Division of Animal Control.

c. If, at the end of the ten (10) -day quarantine period, the Director of Animal Control examines the animal and finds no sign of rabies, the animal may be released to the owner. If the animal is not vaccinated, it shall be vaccinated against rabies at the owner's expense prior to release or if a veterinarian is unavailable, within seventy-two (72) hours after release. If the animal ~~or, in the case of~~is a stray, it shall be disposed of as provided in subsection 5-1-1~~8~~9(C) of this chapter.

4. Wild Animals: If a wild animal bites or scratches a person, the person or attending medical personnel shall notify the Summit County Division of Animal Control and the wild animal shall be immediately euthanized.

G. ~~4.~~ Quarantining And Disposition Of Bitten Animals

1. Unvaccinated bitten animals:

a. In the case of an unvaccinated animal subject to rabies which is known to have been bitten by a known rabid animal, said bitten or exposed animal should be immediately euthanized~~destroyed~~[HS20]

b. If the owner is unwilling to ~~destroy~~euthanize the bitten or exposed animal, the animal shall be immediately isolated and quarantined for six (6) months under veterinary supervision, the cost of such confinement to be paid in advance by the owner. The animal shall be ~~destroyed~~ euthanized if the owner does not comply.

~~5~~2. Vaccinated bitten animals:

a. If the bitten or exposed animal has been vaccinated, the animal shall be revaccinated within twenty four (24) hours and quarantined by the animal's owner for a period of forty five (45) days following revaccination; or

b. If the animal is not revaccinated within twenty four (24) hours, the animal shall be isolated and quarantined under veterinary supervision for six (6) months.

c. The animal shall be destroyed if the owner does not comply with subsection ~~F5a~~ 2a or ~~F5b~~ 2b of this section.

d. If, within the quarantine period, the animal shows signs of sickness or abnormal behavior suggestive of rabies, the animal shall be immediately euthanized.

~~6.~~H. Removal of quarantined animal:

It shall be unlawful for any person to remove any ~~such~~ animal from the place of quarantine without written permission of the ~~Department~~Division of Animal Control. It is unlawful for any person to permit or suffer to escape any such animal from its place of quarantine or impoundment.

~~7. Multiple Violations: If any animal bites or attacks a person or animal two (2) times or more in a twelve (12) month period, such animal may be immediately impounded by the Department~~Division ~~of Animal Control without court order and held at the owner's expense pending court action. Any such animal shall be deemed a vicious animal, and the Director of Animal Control may seek a court order as provided in Section 1005-1-14 or exercise discretion for destruction euthanization of the animal as provided in Section 1005-1-21(5). Parties owning such animal shall, if possible, be notified immediately of the animal's location by the Department~~Division ~~of Animal Control.~~

~~1005~~-1-~~19~~18: IMPOUNDING, DISPOSITION, AND REDEMPTION OF ANIMALS

A. Animals To Be Impounded:

The Director of Animal Control shall place all animals which he/she takes into custody in ~~a designated animal impound facility.~~ to the Summit County Animal Shelter. The following animals may be taken into custody by the Director of Animal Control and impounded without filing a complaint:

1. Any animal being kept or maintained contrary to the provisions of this ~~ordinance~~chapter;

2. Any animal running at large contrary to the provisions of this ~~ordinance~~chapter;

3. Any animal that is required by this ~~ordinance~~chapter to be licensed and is not licensed. An animal not wearing a tag shall be presumed to be unlicensed for purposes of this section;

4. Sick or injured animals whose owner cannot be located;

5. Any abandoned animal;

6. Animals which are not vaccinated for rabies in accordance with the requirements of this ~~ordinance~~chapter;

7. Any animal to be held for quarantine; or

8. Any vicious animal not properly confined as required by Section ~~100~~5-1-~~14~~ 13(B) of this chapter.

B. Impound Records To Be Kept:

The following records are to be kept and maintained by the Division of Animal Control upon the impoundment of any animal:

1. Complete description of the animal, including tag number, or in the case of estrays, marks and brands if applicable;

2. The manner and date of impound;

3. The location of the pickup and name of the officer picking up the animal;

4. The ~~manner~~ method and date of disposition (i.e. adoptive home, returned to owner, euthanasia, etc…)~~sal~~;

5. The name and address of the redeemer or purchaser;

6. The name and address of any person relinquishing an animal to the ~~impound facility~~Summit County Animal Shelter;

7. All fees received; and

8. All expenses ~~accruing~~ accrued during impoundment.

C. Disposition of Animals:

1. Minimum Impound Time: ~~Licensed~~[HS21] ~~a~~Animals shall be impounded for a minimum of five (5) ~~working~~ business days before further disposition, except as otherwise provided herein. Reasonable effort shall be made to notify the owner of any animal wearing a license or other identification during that time. Notice shall be deemed given when sent to the last known address of the listed owner. Any animal voluntarily relinquished to the Summit County ~~animal control facility~~~~a~~Animal Sshelter by the owner for ~~destruction~~ euthanasia or other disposition need not be kept for the minimum holding period before release or other disposition as herein provided.

~~2. No dog or cat shall be released for adoption until such dog or cat is spayed or neutered unless payment for such spaying or neutering is deposited with the Department of Animal Control and the person to whom the dog or cat is released agrees, in writing, to cause such dog or cat to be spayed or neutered. Such agreement shall provide that the purchaser will have the dog or cat spayed or neutered within 120 days of the date of purchase.~~

~~Failure to spay or neuter such dog or cat shall be deemed a breach of the adoption contract and shall result in its termination, return of the dog or cat, and forfeiture of all amounts paid to Animal Control. All adoptions are conditional until the animal is spayed or neutered.~~

~~3~~2. Adoptions: The Division of Animal Control shall first attempt to adopt ~~A~~all healthy, adoptable dogs or cats, except for those quarantined or confined by court order, held longer than the minimum impound period, and all dogs/cats voluntarily relinquished to the impound facility. Any healthy dog or cat may be adopted to any person desiring to ~~purchase~~adopt such animal for a price set forth in the Animal Control fee schedule, plus license, rabies vaccinations, and sterilization fees if required. Alternatively, the Division of Animal Control shall notify local private humane societies or private animal welfare organizations of any such healthy dogs/cats and provide them with the option to take said dogs/cats for sterilization (if needed), vaccination (if needed), and private sale. In the event a dog/cat cannot be adopted by the Division of Animal Control or cannot be taken by a private humane society or private animal welfare organization, the Director of Animal Control may euthanize the dog/cat. ~~may be destroyed or sold as the Director of Animal Control shall direct. Any healthy dog may be sold to any person desiring to purchase such animal for a price to be determined by the Director of Animal Control but not to exceed $10.00 per animal, plus license, rabies vaccinations, and spaying or neutering fees if required.~~

a. ~~3.~~ Sterilization Deposit: Unless released to a private humane society or private animal welfare organization, no dog or cat shall be released for adoption until such dog or cat is sterilized unless a sterilization deposit is[HS22] deposited with the Division of Animal Control and the person to whom the dog or cat is released agrees, in writing, to cause such dog or cat to be sterilized. Such agreement shall provide that the animal is not currently sterilized, and that the purchaser agrees to have the dog or cat sterilized within thirty (30) days after the agreement is signed, if the animal is six (6) months of age or older or if the animal is younger than six (6) months of age, within thirty (30) days after the animal becomes six months of age. If a female animal and her litter are released for adoption to one person, a sterilization deposit is required only for the female animal[HS23].

b. All adoptions are conditional until the animal is sterilized. Failure to sterilize such dog or cat per the terms of the agreement shall be deemed a breach of the adoption contract and shall result in its termination, seizure and impoundment of the dog or cat, relinquishment of all ownership rights regarding the animal and any claim to expenses incurred in maintenance and care of the animal, and forfeiture of all amounts paid to Division of Animal Control[HS24].

~~4~~3. Release to a Veterinarian: Any licensed animal impounded and having or suspected of having serious physical injury or contagious disease requiring medical attention, may, in the discretion of the Director of Animal Control, be released to the care of a veterinarian with the consent of the owner.

~~5~~4. Euthanization: The Director of Animal Control or his designee has the discretion to ~~destroy~~euthanize an animal without regard to any time limitations otherwise established herein and without court order under the following circumstances: a) if the animal is a stray and in the judgment of the Director of Animal Control, the animal should be ~~destroy~~euthanized to prevent unnecessary suffering due to serious injury or disease~~for humane reasons~~; b) in the judgment of the Director of Animal Control, the animal should be ~~destroy~~euthanized to protect the public from imminent danger to persons or property; or c) in the judgment of the Director of Animal Control, the animal is a vicious animal and is considered either at large or abandoned by its owner. ~~or person having charge, care, custody or control~~

D. Redemption: ~~**100-1-22: IMPOUNDING - REDEMPTION**~~

1. The owner of any impounded animal or his/her authorized representative may redeem such animal before disposition provided he/she:

~~1~~a. Provides proof of ownership and either proof of sterilization or the sterilization deposit as set forth in Section 5-1-18(C)(2)(a); and

~~2~~b. ~~p~~Pays:

i~~1.a~~ The impound fee;
ii~~2b~~. The daily board charge;
iii.~~3c~~. Veterinary costs incurred during the impound period, including rabies vaccination; and
iv~~4d~~. License fee, if required.

~~Fees shall be charged at the following rates:~~

~~IMPOUND FEE~~

~~First confinement $25.00~~
~~Second confinements $50.00~~
~~Third or subsequent confinements $75.00~~

~~BOARD~~

~~Per calendar day of confinement $6.00~~[HS25]

E. Impound Fees For Voluntary Relinquishment By Owner:

Whenever any dog or cat is voluntarily relinquished by the owner thereof to the Summit County ~~animal control facility~~animal shelter for ~~destruction~~ euthanization or other disposition as provided by subsection C of this section, a donation may be given by such owner for each dog, for each litter of dogs, for each cat or for each litter of cats so relinquished.

F. A person who knowingly:

1. falsifies any proof of sterilization submitted for compliance of this section;
2. provides to an animal shelter or a licensed veterinarian inaccurate information regarding ownership of any animal required to be submitted for sterilization under this section;
3. submits to an animal shelter false information regarding sterilization fees or fee schedules; or
4. issues a check for insufficient funds for any sterilization deposit required under this section

Is subject to a civil penalty imposed by Animal Control of not less than $250 for the first violation and a civil penalty of not less than $500 on any second or subsequent violation[HS26]. A person contesting this civil penalty is entitled to an administrative hearing, if requested, per the Summit County Administrative Code Enforcement Program.

5-1-~~20~~19: ~~100-1-23:~~ ANIMAL SHELTER AND EMERGENCY RESOURCES

A.~~1~~. ~~The governing authority~~The Division of Animal Control shall provide suitable premises and facilities to be used as an animal shelter where impounded small animals can be adequately kept. They shall purchase and supply food and supply humane care for impounded animals.

~~2.~~B. ~~The governing authority~~The Division of Animal Control shall provide for the painless and humane ~~destruction~~ euthanization of dogs and other animals required to be ~~destroyed~~ euthanized by this ~~ordinance~~ chapter or by the laws of the State of Utah.

~~3~~C. ~~The governing authority~~The Division of Animal Control may furnish, when necessary, medical treatment for such animals as may be impounded pursuant to this chapter.

D. In the event the Division of Animal Control is unable to provide the above services, a private humane society or private animal welfare organization may assist, upon the request of the Division of Animal Control, to provide the above services.

5-1-20~~1100-1-24~~: CRUELTY TO ANIMALS PROHIBITED

A. Physical Abuse. It is unlawful for any person to willfully or maliciously kill, maim, disfigure, torture, beat with a stick, chain, club, or other object, mutilate, burn or scald, overdrive, or otherwise cruelly set upon any animal. Each offense shall constitute a separate

violation. An exemption ~~will~~shall exist for agricultural animals that are branded, ear marked, or otherwise marked for identification purposes.

B. Transporting animals. It is unlawful for any person to carry or confine any animal in or upon any vehicle in a cruel or inhumane manner, including but not limited to, carrying or confining such animal without adequate ventilation or for an unusual length of time.

C. Care and maintenance. It shall be the duty of ~~any person~~ an owner to provide any animal ~~in his charge or custody, as owner or otherwise,~~ with adequate food, drink, care (which shall include veterinary care) and shelter.

D. Animal poisoning. Except as provided in Section ~~1005~~-1-~~23~~ 19 herein, it shall be unlawful for any person by any means to make accessible to any animal, with intent to cause harm or death, any substance which has in any manner been treated or prepared with any harmful or poisonous substance. This provision shall not be interpreted so as to prohibit the use of poisonous substances for the control of vermin in the furtherance of the public health when applied in such a manner as to reasonably prohibit access to other animals.

E. Injury to animals by motorists.

1. Every operator of a motor or other self-propelled vehicle upon the streets of the jurisdiction shall immediately upon injuring, striking, maiming, or running down any domestic animal give such aid as can reasonably be rendered. In the absence of the owner, he/she shall immediately notify the ~~Department~~Division of Animal Control furnishing requested facts relative to the injury.

2. It shall be the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive, and upon the arrival of such authorities, the operator shall immediately identify himself to such authorities. Alternatively, in the absence of the owner, a person may give aid by taking the animal to the Summit County ~~animal control facility~~animal shelter or other appropriate facility and notifying the ~~Department~~Division of Animal Control. Such animal may be taken in by the animal ~~control facility~~shelter and dealt with as deemed appropriate under the circumstances.

3. Emergency vehicles are exempted from the requirements of this provision.

F. Animals for fighting.

1. It shall be unlawful for any person, firm, or corporation to raise, keep or use any animal, fowl or bird for the purpose of fighting or baiting; and for any person to be a party to or be present as a spectator at any such fighting or baiting of any animal or fowl; and for any person, firm, or corporation to knowingly rent any building, shed, room, yard, ground, or premises for any such purposes as aforesaid, or to knowingly suffer or permit the use of his/her buildings, sheds, rooms, yards, grounds, or premises for such purposes.

2. Law enforcement officers or the ~~Department~~Division of Animal Control officials may enter any building or place where there is an exhibition of fighting or baiting of a live animal, or where preparations are being made for such an exhibition, and the law enforcement officers may arrest persons there present and take possession of all animals engaged in fighting, along with all implements or applications used in such exhibition. This provision shall not be interpreted to authorize a search or arrest without a warrant when such is required by law.

G. Malicious impounding. It shall be unlawful for any person maliciously to secrete or impound the animal of another.

H. Tethering:

1. It shall be unlawful or any person to tether a dog in any manner that would cause injury or damage to the dog, or when restriction of freedom of movement would endanger a dog. A tether must be of sufficient length to provide the dog with adequate space. Each dog tethered in violation of this section shall constitute a separate offense.

2. It is unlawful for any person to tether a dog for longer than ten (10) hours within a twenty-four-hour period. Each dog tethered in violation of this section shall constitute a separate offense[HS27].

~~100-1-25~~5-1-21: KENNEL PERMITS

A. Private Kennels: A private kennel must first obtain a kennel license from the ~~Department~~Division of the Animal Control. A kennel license shall be issued to a private kennel upon payment of the fee ~~as established by the county council.~~ as set forth in the Animal Control Fee Schedule. The licensee shall notify the ~~Department~~Division of Animal Control within thirty (30) days of any change which may affect the status of his/her license. The kennel license issued to a private kennel shall not be transferable from one owner to another, or from one premises to another.

B. Commercial Kennels: A commercial kennel must first obtain a kennel license from the ~~Department~~Division of Animal Control. A kennel license shall be issued to a commercial kennel upon payment of the fee set forth ~~herein~~ in the Animal Control Fee Schedule and a statement from the Summit County ~~Planning~~ Community Development Department or appropriate city official that a commercial kennel is a permitted use under the zoning regulations in effect for the area of the proposed commercial kennel. A valid kennel license shall be posted in a conspicuous place on the premises and said license shall be considered as appurtenant to the premises and not transferable to another premises. The licensee shall notify the ~~Department~~Division of Animal Control within thirty (30) days of any change in his/her establishment or operation which may affect the status of his/her license. In the event of a change in ownership of the establishment, the licensee shall notify the ~~Department~~Division of Animal Control immediately.

C. Expiration of License: Any kennel license issued pursuant to this section shall automatically expire one year after the date of issue. Within two (2) months prior to the license's expiration,

the licensee shall apply for a renewal of the license and pay the required fee set forth in the Animal Control Fee Schedule. ~~The late fee set forth below~~ Late fees shall apply for failure to timely renew a license.

~~D. Kennel Permit Fees:~~

~~a. Commercial and Private Kennels: 5-15 dogs: $50.00~~

~~b. Commercial and Private Kennels: 16 or more dogs: $100.~~

~~c. Late fee - $25.00~~

E. Exemption: Animal shelters and veterinary hospitals are exempt from obtaining a kennel permit, however, said institutions may need a land use permit under the zoning regulations in effect for the area of the proposed commercial kennel. ~~.~~

~~100-1-26~~5-1-22~~3~~: STANDARDS FOR COMMERCIAL AND PRIVATE KENNELS

The ~~Department~~Division of Animal Control shall promulgate rules and regulations governing the operation of commercial and private kennels. Such rules and regulations shall provide for the type of structures, building, pens, cages, runways, or yards required for the animal sought to be kept, harbored, or confined on such premises; the manner which food, water, and sanitation facilities will be provided to such animals; measures relating to the health of said animals, the control of noise and odors, and the protection of person or property adjacent to the premises; and other such matters as the Director of Animal Control shall deem necessary. Such rules and regulations shall have the effect of law, and violation of such rules and regulations shall be deemed a violation of this ~~ordinance~~ chapter and grounds for revocation of a permit issued by the ~~Department~~Division of Animal Control.

~~100-1-27~~5-1-23: SUSPENSION OR REVOCATION OF KENNEL PERMIT

A. Grounds. A kennel permit may be suspended or revoked or a permit application rejected on any one or more of the following grounds:

1. Falsification of facts in a permit application;

2. Violation of any of the provisions of this ~~ordinance~~ chapter or any other law or regulation governing the establishment including noise; or

3. Conviction on a charge of cruelty to animals.

B. Procedure. If any inspection of a commercial or private kennel reveals a violation of this ~~ordinance~~chapter, the inspector shall notify the permit holder or operator of such violation by means of an inspection report form or other written notice. The notification shall:

1. Set forth the specific violation(s) found;

2. Establish a specific and reasonable period of time for the correction of the violations found; and

3. State that failure to comply with any notice issued in accordance with the provisions of this ~~ordinance~~ chapter may result in immediate suspension of the permit.

C. Revocation or Suspension. Any permit granted under this ~~ordinance~~ chapter may be suspended or revoked by the ~~Department~~Division of Animal Control for violation listed in subsection B1 of this section.

D. Emergency Suspension. Notwithstanding the other provisions of this ~~ordinance~~chapter, when the inspecting officer finds unsanitary or other conditions in the operation of a commercial or private kennel, which in his/her judgment constitutes a substantial hazard to public health, he/she may, without warning or hearing, issue a written notice to the permit holder or operator citing such condition specifying the corrective action to be taken. Such order may state that the permit is immediately suspended and all operations are to be discontinued. Any person to whom such an order is issued, shall comply immediately. Any animals at a commercial or private kennel may be confiscated by the ~~Department~~Division of Animal Control and impounded or otherwise provided for according to the provisions of this ~~ordinance~~chapter.

E. Notice. Notice provided for under this section shall be deemed to have been properly served when the original law inspection report form or other notice has been delivered personally to the permit holder or person in charge, or such notice has been sent by certified mail to the last known address of the permit holder. A copy of such notice shall be filed with the records of the ~~Department~~Division of Animal Control.

~~100-1-28~~5-1-254: INTERFERENCE WITH OFFICERS PROHIBITED

It is unlawful for any person to do any act which hinders, delays, interferes with, or obstructs an ~~A~~animal ~~Control~~ control ~~Officer~~ officer while engaging in the discharge of their duties, including furnishing false information ~~to such~~.

5-1-25 ~~100-1-29: DOMESTICATED ANIMALS~~ ESTRAYS AND AT LARGE DOMESTICATED ANIMALS

A. Reporting of Estrays and Impounding and Disposal of Estrays Generally:

1. Report of Estrays: Any person who finds an estray within Summit County shall immediately report it to the Division of Animal Control.

2. Once reported, it is made the responsibility of the Division of Animal Control to take into its possession and impound all estrays found within its jurisdiction and to dispose of the same as hereinafter provided.

a. In its discretion, Summit County may contract the responsibilities hereinafter provided with any city, town, or other county with an animal control office.

b. If appropriate, the Division of Animal Control may authorize the person in possession of an estray to maintain and care for it pending determination and location of the estray's owner. Said person may be entitled to compensation from Summit County, if the owner is not found, or from the owner if he/she is found, for the reasonable costs of feeding and maintaining the animal. Compensation for these costs shall not be given for the time prior to notifying the Division of Animal Control of the estray.

3. The Department of Animal Control shall maintain a record of estrays kept similar to the record kept for impounded animals as set forth in Section 5-1-18(C), herein.

B. Notice of Sale of Estrays:

1. Upon taking physical possession of an estray, the Division of Animal Control shall attempt to determine the name and location of the estray's owner. If the owner cannot be located within five (5) days after taking possession of the estray, the estray shall be sold at a livestock or other appropriate market. However, the Division of Animal Control may employ a veterinarian to euthanize an estray if the veterinarian determines that the estray's physical condition prevents the estray from being sold. If at any time before the sale of any estrays, such animals shall be claimed and proved to be the property of any person, the Director of Animal Control shall deliver them to the owner upon receiving from the owner the cost of impounding, keeping and advertising the same.

2. The Division of Animal Control shall publish notice of the sale of an estray at least once ten (10) days before the date of sale in a newspaper having general circulation in the county. The notice herein provided for shall contain a description of the animals, including all makes and brands, when taken, and the day, hour, and place of sale.

C. At Large Domesticated Animals

It is unlawful for the owner ~~or person having charge, care, or custody~~ of any domesticated animal to allow such to be at large, defined herein as not under the control of its owner. "Domesticated animals" as used in this section shall include, but it not limited to, animals -such as ~~include~~ horses, cattle, sheep, pigs, goats, etc.

5-1-26: DISPOSITION OF DEAD ANIMALS

When any animal dies in the county, no person owning or keeping it shall fail to remove the body of such animal from the county or dispose of it in a lawful and sanitary manner[HS28].

~~100-1-30~~5-1-276: VIOLATION

Unless otherwise specified in this chapter, a~~A~~ny person violating the provisions of this ~~ordinance~~ chapter either by failing to do those acts required herein or by doing any act prohibited herein, shall be subject to a fine in an amount not to exceed $1000.00 or imprisoned in the Summit County Jail not to exceed six (6) months, or both such fine and imprisonment or such further fines and imprisonments provided for a class B misdemeanor pursuant to §76-3-204 and §76-3-3~~1~~01 ~~et. seq.~~, U.C.A. 1953, as amended. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such. In addition, Summit County may also pursue civil remedies for any violation of this ~~Ordinance~~chapter.

5-1-2~~78~~ ~~100-1-31~~: SEVERABILITY

If any provision, clause, sentence, or paragraph of this ~~ordinance~~ chapter or the application to any person or circumstance shall be held to be invalid, such invalidity shall not affect the other provisions or applications of this ~~ordinance~~ chapter which can be given effect independent from the invalid provision or application, and to this end of the provision of this ~~ordinance~~ chapter are hereby declared to be severable. This ~~ordinance~~ chapter shall take effect fifteen (15) days after its adoption and publication in a newspaper of general circulation in Summit County, State of Utah, and shall be deemed to replace Ordinances 113-A through 113-K~~J~~.

PASSED, APPROVED, AND ENACTED this ____ day of _____, 2014, by the County Council of Summit County, State of Utah.

SUMMIT COUNTY COUNCIL

_____

Chair

ATTEST:

SUMMIT COUNTY CLERK

Date of Publication _____, 2014.

Exhibit B

LIVESTOCK FENCING AND TRESPASS

General Rule is "Fence In": First, Utah follows common law with respect to fencing of livestock and places liability for trespassing livestock on the owners of the livestock. Utah Code Annotated Section 4-25-8 states the following: "[t]he owner of any neat cattle, horse, ass, mule, sheep, goat, or swine that trespasses upon the premises of another person, except in cases where the premises are not enclosed by a lawful fence in a county or municipality that has adopted a fence ordinance, is liable in a civil action to the owner or occupant of such premises for any damage inflicted by the trespass."[1]

That section goes on to state that a county representative may intervene to remove the animal and the county is entitled to fair compensation for costs incurred. If the animal is not claimed within 10 days after written notification is sent to its owner, a county representative may sell the animal to cover costs incurred.

Exceptions:
There are two exceptions to this general rule.

1) Historical Livestock Trail: First, there is no civil liability for the trespass if the animal enters the premises from an historic livestock trail (defined by UCA §57-13b-102 as property over which livestock has historically traveled to or from a grazing area or market) *and* the trespassed premises was not enclosed by an adequate fence.

2) County Ordinance: Second, UCA Section 4-25-7 gives counties the authority through ordinance to enact its own general policy within the county for the fencing of farms, subdivisions, or other private property, to allow domestic animals to graze without trespassing on farms, subdivisions or other private property. So, a county may adopt a fence ordinance that is different from the general "fence in" rule in Utah. If adopted, the ordinance must specify what constitutes a lawful fence. The county may be divided into divisions prescribing different fencing regulations for each division.

To summarize then, Utah is a "fence in" state with the exception for animals entering the premises from an historic livestock trail where the premise is not enclosed by an adequate fence and where a county has enacted its own fence ordinance. If no fence ordinance exists, then the county must default to Utah's fence-in law.

Summit County: Is unincorporated Summit County a "fence in" or "fence out" county? The answer depends on which side of the county you are on.

Eastern Summit County: The Eastern Summit County Development Code, Section 11-2-2, has its own livestock fencing law, so it, rather than the Utah code, applies. I have attached it for your review but I summarize it below.

First, all new, non-agricultural development right next to an existing agricultural operation (as it's defined

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1 Utah case law has also upheld this principle. In *Bastian v. King*, 661 P.2d 953 (1983), the plaintiff, a crop-owner in Garfield County, sued the defendant, the owner of cattle, for damage to plaintiff's crops after defendant's cattle ate and destroyed the crops. There was a dilapidated fence in place and defendant knew that the cattle might get out, but took the position that it was the plaintiff's job to fence the cattle out. The Utah Supreme Court cited both §4-25-7 and §4-25-8 and found that, since the county did not have its own fence law on the book, then, under Utah law, the burden is on the livestock owner to prevent livestock from trespassing. The court also cited to several other Utah cases, which have held that Utah's fencing laws are not an unconstitutional delegation of power to counties and are not too vague.

in the code) must assume the responsibility of fencing or pay ½ the cost to erect a fence for fencing OUT livestock and the new development CANNOT be approved until the developer / subsequent owners assume this responsibility (*see* 11-2-2 (C)). The code further states that all "major developments, including residential subdivisions, commercial and industrial operations and other projects that border agricultural lands" will be subject to the following: at the discretion of the adjoining agricultural landowner, the developer may be required to pay ½ the cost of a fence including labor and materials if the fence is a partition fence separating the two properties and the cost of the fence is reasonable. (*see* 11-2-2 (C) and (C)(1)). The developer may opt, in his/her discretion, cost and expense, to construct a perimeter fence to enclose the development.

The Code also talks a bit about those areas that are determined by DWR to be wildlife migration corridors and says that wildlife friendly fencing may be considered with the design standards as described therein.

Western Summit County: Western Summit County has no fencing of livestock ordinance, thus we default to Utah's fence-in law. However, the above exception for historical livestock trails would still apply.

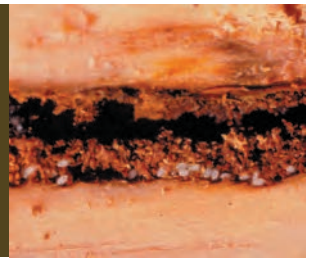
Life Cycle:

The spruce beetle in the Rocky Mountains generally requires two years to develop from egg to adult. However, spring and fall temperatures that are warmer than normal expedite development producing one year beetles.

In the two year cycle, populations are not synchronized and attacking adults emerge on an annual basis. Adult beetles are cylindrically shaped, approximately 1/4 inch (6 mm) long and 1/8 inch (3 mm) wide and are brownish-black to black with reddish-brown to black wing covers.

Adult emergence is dependent on temperature. Emergence usually begins when the maximum temperature in the shade exceeds approximately 61˚F. Trees may be attacked as early as May with some adult flight occurring into September. Peak adult emergence generally lasts five to six weeks with the heaviest flights occurring in June.

Eggs of the spruce beetle are ovoid, pearly white, and about 1/16 inch (1.5 mm) long.



Larvae are stocky, legless grubs that grow to about 1/4 inch (6 mm) at maturity.

Pupae are white, inactive, and somewhat similar in size and shape to adults.

When adults emerge from their pupal stage they are white. The adult gradually darkens becoming light brown, then dark brown before turning mostly black.

For additional information contact:

Division of Forestry, Fire and State Lands
1594 W. North Temple, Suite 3520
Salt Lake City, UT 84114-5703
Colleen Keyes, Forest Health Coordinator
(801) 538-5211 or colleenkeyes@utah.gov

USDA Forest Service
Forest Health Protection
Ogden Field Office
4746 S. 1900 E. Ogden, UT 84403
(801) 476-9720

Photos provided by USDA Forest Service, Forest Health Protection, Ogden Field Office. Ogden, UT, and the Utah Division of Forestry, Fire and State Lands.

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SPRUCE BEETLE

A bark beetle affecting Engelmann spruce

Spruce beetle and Engelmann Spruce

The spruce beetle attacks spruce trees, almost exclusively, Engelmann spruce. In severe outbreaks, blue spruce may also be attacked.

Normally this beetle is present in small numbers in weakened or windthrown trees. However, sporadic outbreaks have killed extensive areas of spruce trees. Such outbreaks commonly develop when a disturbance creates downed trees on susceptible landscapes.

The spruce beetle can rapidly increase its numbers in this downed material if it is not removed, chipped or burned. If bark beetle populations increase, they can readily attack and kill standing green trees. Spruce beetles prefer dense forests with a high percentage of larger diameter mature spruce. Mature spruce trees are usually attacked first but, younger, smaller trees are also killed during outbreaks.

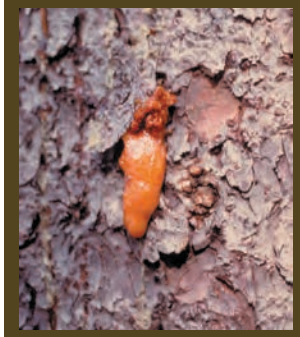
How does the beetle damage a tree?

When an adult beetle finds a suitable host tree it chews through the outer-bark to the *phloem* tissue. The *phloem* tissue is the layer just under the bark which transports nutrients and water throughout the tree. Within this tissue the adult bark beetle constructs a tunnel called an egg gallery. In the gallery, the eggs are laid in short rows on alternating sides.

Larval Feding Galleries

After the eggs hatch, the larvae feed on the phloem tissue creating galleries that are perpendicular to the main egg gallery. The resulting destruction prevents the transport of nutrients and water through the tree, resulting in its death.

How do you know when a tree is infested?



Pitch Mass

When a beetle chews through the bark it produces a reddish boring dust. Successfully attacked spruce trees have this boring dust in bark crevices and especially around the base of the tree. Pitch masses may also be visible on the tree bole at the entrance site. In the fall or winter following spruce beetle attack, the tree is often debarked by woodpeckers. Partially debarked trees are very noticeable even from a distance.

Needles on bark beetle attacked trees generally remain green for one year following the initial attack. Needles often turn yellowish-green in the summer following the previous years attack.

Boring Dust

Control:

Once a tree is heavily infested, tree mortality occurs. Trees that are not infested or lightly infested, can be treated using preventative sprays. Adult beetles and other life stages under the outer bark are not affected by these preventative treatments.

For protective sprays to be effective, trees must be sprayed up to 50 ft in height on all sides of the trunk including the root collar and larger exposed roots at the base of the tree. Surfaces missed or not treated effectively can still be attacked. Carbaryl® sprays are usually effective for up to two years and should be reapplied until the insect outbreak has abated.

The risk to uninfested trees may be reduced by removing infested trees. Infested trees should not be moved to sites where other uninfested spruce is found. Felled trees can be sold as commercial wood products, burned, debarked or chipped. Burning the outer bark completely will ensure mortality of all insect life stages. Whenever this practice is used, please be aware of the wildfire potential.

Managing forest vegetation to promote species and age class diversity will reduce spruce beetle impacts. A vegetation management plan for private landowners can be developed to reduce the effects of spruce beetle caused tree mortality. The Division of Forestry, Fire and State Lands can assist with developing a vegetation management plan.

UINTA-WASATCH-CACHE NATIONAL FOREST

Kamas, Evanston, and Mountain View Ranger Districts

2013 Aerial Insect and Disease Detection Survey

1:126,720

0 2 4 8 Miles

N

INSECT & DISEASE ACTIVITY

Mortality: 1-4 | 5-14 | 15+ Trees

BARK BEETLES

- Mountain Pine Beetle (MPB) — Ponderosa pine
- Lodgepole pine
- Douglas-fir Beetle (DFB) — Douglas-fir
- Spruce Beetle (SB) — Spruce sp.
- Fir Engraver Beetle (FEB) — True Fir

MORTALITY & DISEASE

- Subalpine Fir Mortality — Subalpine fir

DEFOLIATORS

20

Decline -Aspen: Light, Heavy

Decline: Light <50%; Heavy >50%

DUAL CODES:

SAF Mort. / SB

ADDITIONAL SYMBOLS AND DAMAGE AGENTS

-Trees affected

#A -Trees/Acre affected

Survey -Boundary -Area

Aspen	-Asp	Ponderosa pine	-PP
Douglas-fir	-DF	Spruce	-S
Larch	-L	Subalpine fir	-SAF
Lodgepole pine	-LP	Limber pine	-Lim, Lm

Forest Health Protection-Boise Field Office 01/15/2014

Aerial Insect & Disease Detection Surveys

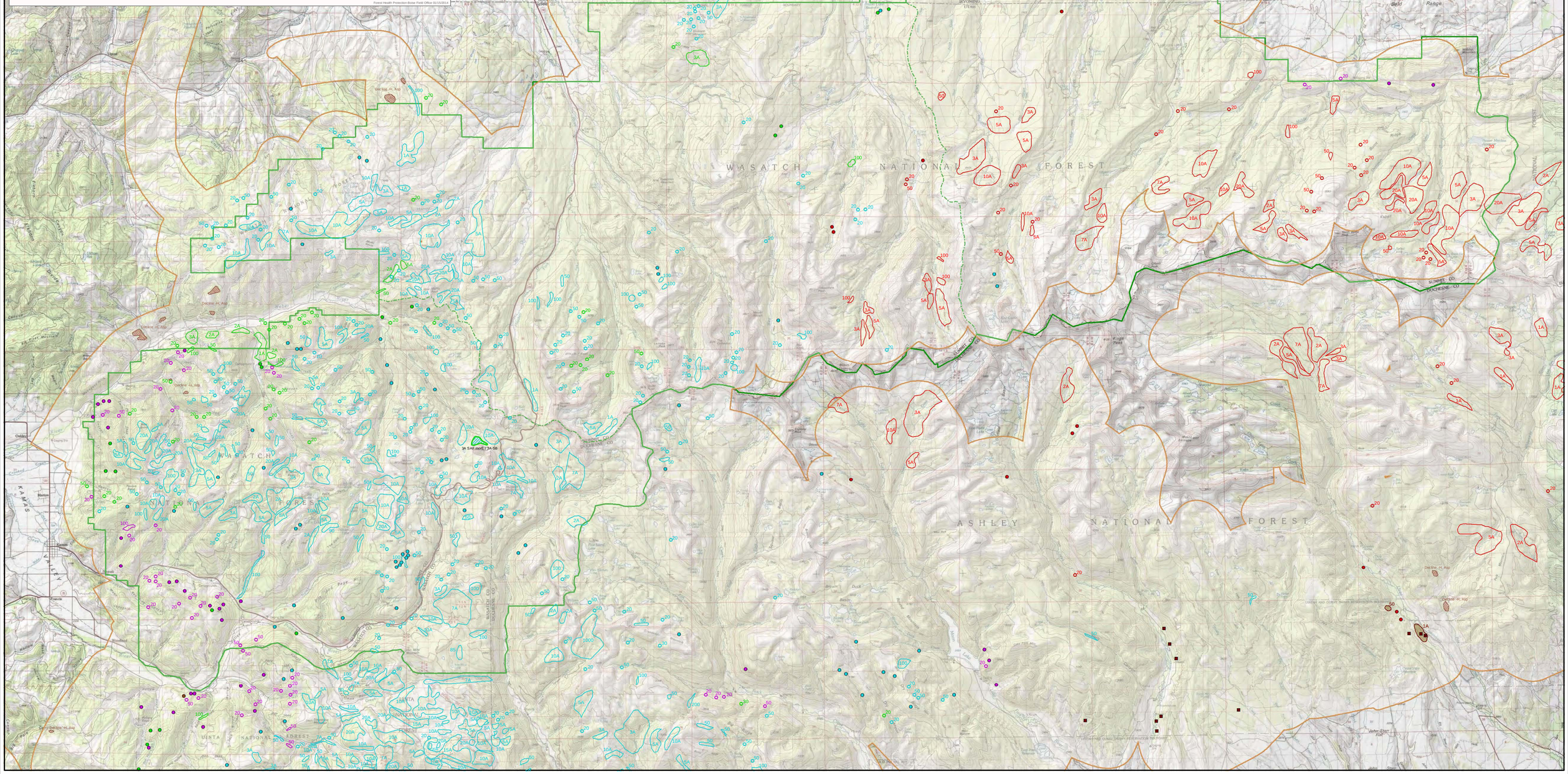
Aerial insect and disease detection surveys are conducted annually to detect and monitor annual, visible, vegetation damage primarily caused by insects. Aerial detection surveys are intended to detect new activity, to monitor the trend of ongoing activity, to provide general location information, and to subjectively rate levels of defoliation. These flights are conducted in a joint partnership between the USDA Forest Service, Idaho Department of Lands, and The Nevada Division of Forestry

Data represented on this map are based on trees visibly affected by forest insects, as detected by aerial observers. Most bark beetle-killed trees are not typically symptomatic (faded foliage that is yellow, orange, or brown) until nearly a year following beetle attack. Therefore, the numbers of trees killed by bark beetles, as indicated on this map, are a reflection of last year's mortality. The numbers do not reflect the current year's beetle population or number of currently attacked trees.

Observers have just a few seconds to recognize, identify, and document observed activity. Air turbulence, cloud shadow, haze, smoke, and obeserver experience can all affect the quality of the survey.

Disclaimer

Insect and disease data should be used only as an *indicator* of insect and disease activity, and should be ground - truthed for actual location and causal agent. Polygons indicate locations of tree mortality, defoliation, and/or other damage. Intensity of damage is variable, and not all trees and areas indicated are dead or damaged. The joint cooperators reserve the right to correct, modify, update, or replace the data as necessary. Using this data for purposes other than those for which it was intended may yield inaccurate or misleading results.



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Utah Forest Insect and Disease Conditions Report 2012

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Utah Forest Insect and Disease Conditions Report 2012

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FOREST HEALTH CONDITIONS SUMMARY

This report focuses only on the impacts of insects, diseases, and other disturbances on the various tree species of the state. Aerial detection surveys (ADS) conducted by the USDA Forest Service, Forest Health Protection offices are the means of collecting data that is used to describe mortality trends in the state from year to year. Mortality trends are described in terms of acres affected, however, not all trees on these acres are dead. Thus, an estimate of the number of trees killed is also provided. Not all forested lands are surveyed, and not all the same acres are surveyed every year. The number of acres flown in each county surveyed in 2012 is provided in Table 1. In 2012 as was in 2011, over ten million acres were surveyed (Figure 1). Most of the area flown was on National Forest Service (NFS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and National Park Service (NPS) lands, in addition to state, and private lands. Long-term insect trend data summarizes activity detected on all surveyed ownerships in Utah.

In 2012, insect and disease-caused tree mortality generally decreased from 2011. Mountain pine beetle in lodgepole pine has decreased for the second consecutive year; however, there has been an increase in five-needle pine mortality. Western spruce budworm defoliation acreage decreased by 52% and Douglas-fir beetle mortality remained static. Subalpine-fir mortality has also remained static. Spruce beetle induced mortality acreage decreased, but numbers of trees killed increased by 30%. Decrease in insect mortality may be attributed to the depletion of suitable host type. General weather conditions have not been conducive to insect brood establishment, development, and survival. However, forest health conditions are still poor, and conducive to insect and disease activity. Adequate precipitation is necessary to maintain tree vigor, thereby resistance to insects and diseases. Drought conditions throughout the state continue to place more stress on forests that are already in poor health.

Table 1.Total number of acres aerially surveyed in each county during 2012

County	2012
Beaver	164,433
Box Elder	181,720
Cache	513,257
Carbon	161,167
Daggett	268,349
Davis	53,384
Duchesne	924,754
Emery	254,644
Garfield	1,089,224
Grand	134,988
Iron	424,989
Juab	154,046
Kane	169,465
Millard	393,392
Morgan	241,842
Piute	251,145
Rich	116,390
Salt Lake	170,190
San Juan	605,538
Sanpete	549,900
Sevier	871,336
Summit	712,367
Tooele	0
Uintah	328,747
Utah	641,258
Wasatch	637,917
Washington	355,419
Wayne	209,643
Weber	226,445
Total	10,805,949

Table 2.Trees killed and acres affected by several agents in Utah counties as detected by ADS in 2012.

2012	Mountain Pine Beetle[1]		Douglas-fir Beetle		Spruce Beetle		Piñon Engraver		Fir Engraver Beetle		Subalpine Fir Mortality Complex	
COUNTY	Trees	Acres	Trees	Acres	Trees	Acres	Trees	Acres	Trees	Acres	Trees	Acres
Beaver	0	0	160	80	10	5	45	23	50	25	509	243
Box Elder	0	0	0	0	0	0	0	0	20	10	200	100
Cache	140	35	398	199	20	10	0	0	0	0	437	202
Carbon	0	0	20	10	0	0	0	0	5	2	336	134
Daggett	9,623	2,583	190	73	0	0	5	3	0	0	149	142
Davis	0	0	0	0	0	0	0	0	5	3	60	23
Duchesne	27,739	9,725	120	60	6,048	1,806	15	7	18	9	80	40
Emery	0	0	10	5	0	0	30	15	10	5	239	132
Garfield	0	0	1,894	927	165	83	15	8	175	87	0	0
Grand	0	0	209	105	105	52	0	0	10	5	10	5
Iron	0	0	95	47	5	3	0	0	290	145	20	10
Juab	0	0	60	30	49	49	0	0	0	0	5	3
Kane	0	0	265	101	0	0	0	0	30	15	15	8
Millard	0	0	217	109	0	0	70	34	414	207	230	115
Morgan	0	0	30	15	5	2	0	0	35	17	355	177
Piute	0	0	240	117	359	198	0	0	225	112	306	153
Rich	20	5	0	0	0	0	0	0	25	13	25	12
Salt Lake	0	0	0	0	35	17	0	0	0	0	410	176
San Juan	0	0	386	193	250	87	15	7	275	137	525	226
Sanpete	0	0	330	165	0	0	35	18	150	75	1,252	600
Sevier	0	0	1,008	473	10,053	3,927	65	32	586	292	830	392
Summit	74,351	12,653	455	236	11,842	4,766	0	0	120	60	1,715	622
Tooele	0	0	0	0	0	0	0	0	0	0	0	0
Uintah	1,145	511	200	92	45	40	0	0	0	0	66	33
Utah	0	0	285	142	192	88	70	35	585	179	344	141
Wasatch	105	39	270	135	33,870	7,830	0	0	87	44	805	373
Washington	0	0	0	0	0	0	0	0	360	180	10	5
Wayne	0	0	761	320	10	5	10	5	0	0	10	5
Weber	0	0	40	20	0	0	0	0	40	20	433	247
Total	113,123	25,551	7,643	3,654	63,063	18,968	375	187	3,515	1,642	9,376	4,318

[1]Although mountain pine beetle has killed ponderosa and limber pine throughout Utah, the data is for lodgepole pine only.

Figure 1.Surveyed Areas for the 2012 Aerial Insect and Disease Detection Survey

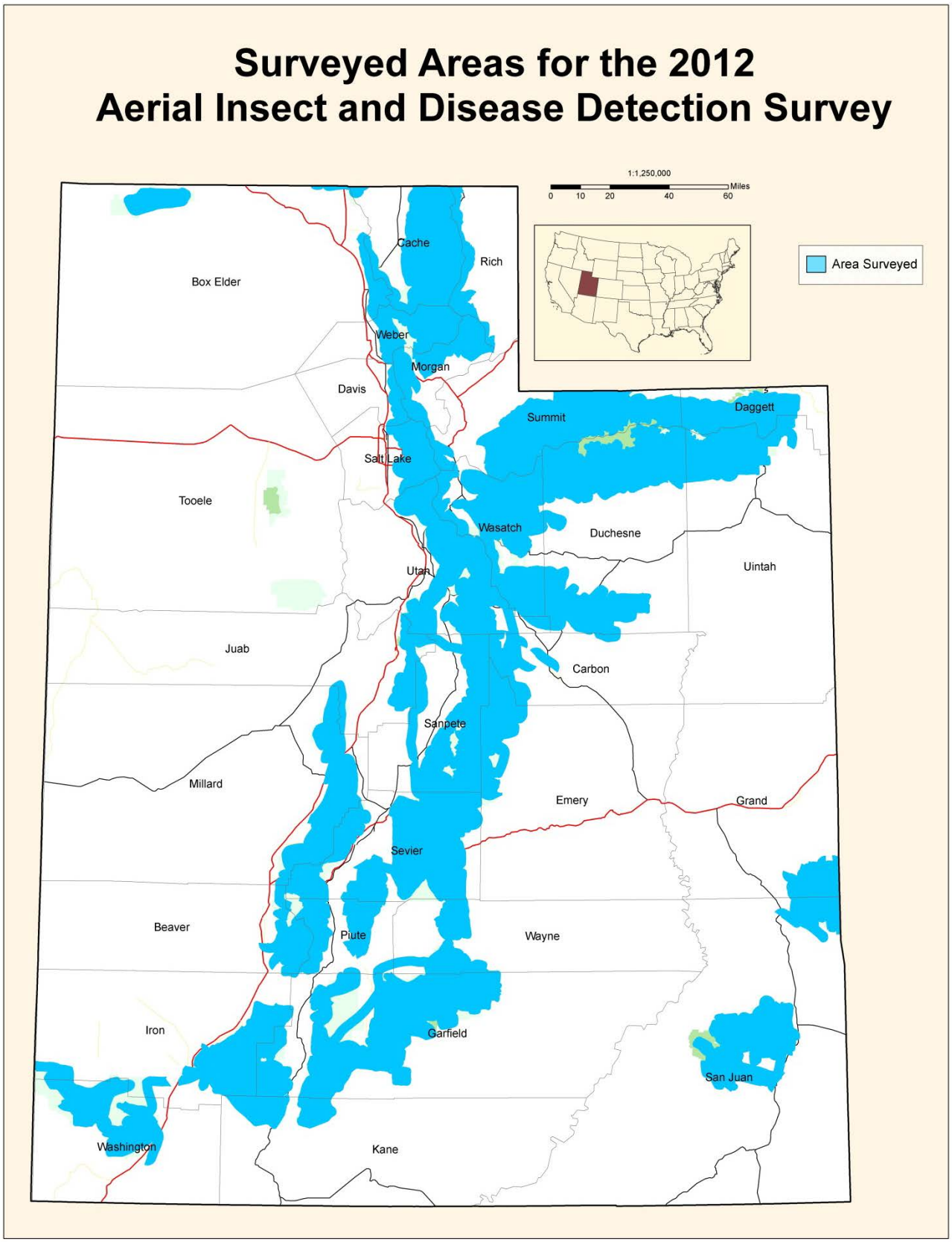


Table 3. Trees defoliated and acres affected by several agents in Utah counties, as detected by ADS in 2012.

2012	Western Spruce Budworm	Unknown Aspen Defoliation	Aspen Decline
County	**Acres**	**Acres**	**Acres**
Beaver	1,767	0	11
Box Elder	0	147	0
Cache	0	0	300
Carbon	0	0	26
Daggett	0	0	0
Davis	0	9	10
Duchesne	0	33	316
Emery	0	4	0
Garfield	2,779	0	1,545
Grand	85	0	563
Iron	1,021	461	1,088
Juab	0	0	226
Kane	0	0	46
Millard	0	0	66
Morgan	0	0	98
Piute	2,668	33	353
Rich	0	0	146
Salt Lake	0	7	0
San Juan	175	0	510
Sanpete	0	14	639
Sevier	1,159	193	1,499
Summit	0	320	79
Tooele	0	0	0
Uintah	1,131	0	74
Utah	0	0	203
Wasatch	0	0	294
Washington	0	0	26
Wayne	2,773	0	72
Weber	0	0	86
Total	13,558	1,221	8,276

INSECT STATUS

Native Defoliators

Douglas-fir Tussock Moth

Orgyia pseudotsugata McDunnough

Hosts: all true firs, Douglas–fir, and spruce

The Douglas-fir tussock moth (DFTM) is an important native insect capable of causing extensive defoliation. Caterpillars feed on the needles of trees which can lead to topkill and after several seasons of defoliation, tree mortality. Outbreaks are cyclical due to natural controls, such as parasitic wasps, a virus, and weather conditions. The hairs on caterpillars can cause allergic reactions in some individuals.

No DFTM defoliation was detected in Utah in 2012.

Figure 2.Douglas-fir tussock moth larvae (Photo: D. McComb, Bugwood.org).

Western Spruce Budworm

Choristoneura occidentalis Freeman

Hosts: Douglas-fir, subalpine fir, white fir, blue spruce, and Engelmann spruce

Western spruce budworm (WSBW) is the most widely distributed and destructive defoliator of coniferous forests in western North America. Trees may be extensively defoliated during outbreaks, resulting in stress that can directly kill the tree or make it susceptible to diseases and secondary insect pests, such as the Douglas-fir beetle.

Overall, statewide defoliation by western spruce budworm decreased 52% in 2012. Defoliation over the last few years has occurred on the high plateaus of Piute, Wayne, and Garfield counties.

WSBW was one of the most damaging insect agents detected on the Dixie National Forest in 2012, with approximately 5,000 acres impacted. On the Cedar City Ranger District large polygons (100 to 500 acres) were mapped in Douglas-fir and subalpine fir stands on the southern edge of the Markagunt near Horse Valley. Severity of defoliation was heavy.

WSBW was also the most damaging agent on the Teasdale/Escalante Ranger Districts. Large polygons (100 to 500 acres) of heavy defoliation were mapped in the vicinities of Dark Valley, Cyclone Lake, and Antimony Creek.

WSBW affected about 6,500 acres on the Fishlake Ranger District. Heavy defoliation was mapped below the western rim of Thousand Lake Mountain and north of Tidwell Canyon.

Widespread defoliation was mapped in the southern Tushar Range, and across the Sevier Plateau.

In Uintah County 1,120 acres of heavy defoliation was mapped south of Mosby Mountain and south and west of Brownie Canyon.

Western Tent Caterpillar
Malacosoma californicum Packard

Hosts: aspen, willow, cherry, cottonwood, mountain mahogany, oak, alder, and birch

The first noticeable thing about western tent caterpillar (WTC) is white silken tents formed in branch crotches. Aspen is the preferred host, but WTC may attack a wide range of deciduous trees and shrubs. Outbreaks, usually last two to three years in the western states. Repeated defoliation and other stress factors may reduce growth rates of infested trees, kill trees, or predispose them to other diseases or insect pests. Larvae are dark brown with bluish heads, reddish-brown stripes, and distinct white, keyhole-shaped markings down their backs. Western tent caterpillars are often confused with fall webworms, which are rather hairy and reddish–brown in color. The fall webworm makes large diffuse webs that encase entire branches, often found on chokecherry and other deciduous trees and shrubs.

There was no western tent caterpillar defoliation mapped in 2012.

Western False Hemlock Looper
Nepytia freemani Munroe

Hosts: Douglas-fir, white fir, subalpine fir, and Engelmann spruce

A native pest of immature Douglas-fir, this looper defoliated 99 acres of young, white fir at Timpanogas Cave National Monument. Young looper larvae begin to feed on new foliage in the upper crowns of trees during late May, progressing to the older foliage when new foliage is depleted. During outbreaks trees may be entirely defoliated in one season.

Needle Insects

Piñon Needle Scale
Matsucoccus acalyptus Herbert

Hosts: Colorado and singleleaf piñon pine

The piñon needle scale is a native sap-sucking insect that feeds on older needles of infested trees. Damage results in tip killing, branch flagging, stunted tree growth, and needle injury. Crowns appear thin, retaining only current year's needles. Insects in the first larval stage are hard to see on the needles but insects in the second larval stage resemble tiny black beans. Small trees may be killed outright and large trees may be seriously weakened after repeated infestations, rendering them susceptible to piñon engraver beetle. Most piñon seem to recover in a few years from light to moderate defoliation.

No damage by piñon needle scale was reported in Utah in 2012.

Black Pineleaf Scale
Nuculaspis californica Coleman

Hosts: *Pinus spp*. especially Scotch and Austrian pines

Figure 3.Black pineleaf scale on Austrian pine (Photo: C. Keyes; UT, DNR, FFSL).

The black pineleaf scale attacks several pine species and on rare occasions Douglas-fir and white fir. The insect generally overwinters as a partially developed scale. Eggs and immature nymphs (crawlers) appear in June or July, depending upon temperature. If there is a second generation, egg hatch and crawlers may appear again in late summer. Sap loss due to scale insect infestations may cause yellowing or wilting of needles, stunting of the needles, needle mortality, and defoliation, thus leaving the tree with a tufted and unhealthy appearance. Heavy infestations over several years may lead to death of all or portions of the tree. Black pineleaf scale outbreaks have often been associated with stressful growing conditions of the host tree caused by drought, soil compaction, root injury, overwatering, and other factors that affect plant health. Additional stress associated with scale infestation may result in other insects and/or diseases attacking the trees.

Expanding scale populations in *Pinus spp.* trees throughout urban cities within Salt Lake and Davis Counties in previous years has demonstrated significant negative health impacts and mortality. Infested pines with defoliation of more than 50% are not likely to survive even if treated with appropriate insecticides. Systemic treatments have appeared to be successful if more than 50% foliage remains. Fortunately, black pine leaf scale appears to be declining in 2012.

Native Bark Beetles

Fir Engraver Beetle
Scolytus ventralis LeConte

Hosts: true firs

Fir engraver beetle (FEB) is a major pest of true firs throughout the West. It attacks trees of any size. Tree stress due to drought, disease, and defoliation may incite outbreaks that cause severe tree mortality. This insect is often associated with other forest pests such as Douglas-fir tussock moth, spruce budworm, bark beetles, woodborers, and annosus root disease.

Mortality due to FEB increased to 1,642 acres in 2012 from 564 acres in 2011. In 2012, FEB–caused tree mortality was mapped throughout host trees in 22 Utah counties. Sevier County had the most trees killed by FEB – 292 acres. Most of the mortality occurred in widely scattered, 20 tree pockets. The highest concentration of mortality occurred in the vicinity of Box Creek Mountain. In Millard County, about 200 acres of white fir mortality consisting of 20

to 50 pockets of trees were widespread. Also, a high concentration of mortality occurred in the vicinity of Coffee Peak.

Mountain Pine Beetle
Dendroctonus ponderosae Hopkins

Hosts: lodgepole, limber, bristlecone, and ponderosa pine

Mountain pine beetle (MPB) can kill thousands of trees per year during outbreak conditions and millions of trees during extended epidemics in western forests. At endemic levels, MPB favors weakened, less vigorous trees with adequate phloem thickness to complete its life cycle. During epidemics, beetles may attack small diameter trees (4" diameter at breast height). Extensive mortality may alter large forest landscapes by converting pine ecosystems to grass and shrub landscapes for a period of 10-20 years. This conversion affects wildlife species, water yields and fuels.

In 2012, MPB–caused tree mortality in lodgepole pine dropped 60% to about 26,000 acres. The ongoing outbreak occurring in northern Utah has killed most of its host type. This outbreak which began in 2003, but is now subsiding, increased annually with most of the mortality on the Uinta–Wasatch–Cache National Forest. There is approximately 12,000 acres of mortality occurring in Daggett and Duchesne counties on the Ashley National Forest.

MPB mortality in Summit County has decreased approximately 80 percent. In 2012, more than 74,000 trees were killed over 12,653 acres. Beetle populations have collapsed along the Mirror Lake Highway. Current activity was mapped on the east side of the Evanston and Mountain View Ranger Districts. In stands with heavy MPB mortality, pine engraver and twig beetles are infesting smaller trees, which are not suitable hosts for MPB.

In Daggett County there is extensive mortality in lodgepole pine south and west of Flaming Gorge National Recreation Area. Mortality pockets range from 1-tree/acre to pockets of 400–trees/acre. Mortality is continuing to spread in areas around Spirit Lake and to the north of Weyman Lake.

On the Vernal Ranger District tree mortality has decreased to 3,500 trees. Mortality pockets were mapped along Whiterocks Canyon and south of Mosby Mountain, with scattered 5–50 tree pockets along the northern border of the District. Activity near Queant Lake is increasing in both limber and lodgepole pine stands.

MPB-caused tree mortality in five-needle pines has increased to 2,200 acres. Duchesne County had 1,400 acres of limber pine tree mortality. Pockets were mapped near Crescent Lake and south of Milk Lake. Stands with both limber and lodgepole pine mortality were mapped west of Rainbow Lake, east of Painter Lakes, and east of Crater Lake. Sanpete County had 280 acres of high-elevation limber pine mortality. Mortality pockets of over 20 trees were mapped west of Joes Valley Reservoir, on Olsen Bench, near Wagon Road Ridge, the top of Ferron Canyon, Flagstaff Peak, and southeast of Black Mountain.

Douglas-fir Beetle
Dendroctonus pseudotsugae Hopkins

Host: Douglas-fir

Douglas-fir beetle (DFB) typically kills small groups of trees, but during outbreak conditions 100 tree mortality centers are not uncommon. At endemic levels, DFB favors weakened and less vigorous trees including; windfalls, fire–injured trees, and trees with root disease or defoliation. Beetle populations can build rapidly in newly-fallen host material and spread to adjacent healthy standing trees.

In 2012, the acreage affected by DFB remained static, at 3,600 acres. Most counties in Utah had some DFB mortality. The majority of mortality occurred in Garfield, Sevier, and Wayne counties.

Widely scattered tree mortality occurred on Barney Top, Table Cliffs Plateau, Horse Creek Top, and on the north and south sides of Boulder Top.

In Sevier County, pockets of mortality were detected north of Monroe Mountain and on the northern end of the Sevier Plateau. A large concentration of mortality occurred along the eastern side of the Fishlake Hightop just west of Fishlake.

In Cache County, mortality increased slightly with scattered pockets of 4–20 trees mapped across the Bear River Range. Some mortality was mapped in Logan Canyon near Right Hand Fork, and in Green Canyon.

Spruce Beetle
Dendroctonus rufipennis Kirby

Hosts: Engelmann and rarely blue spruce

The spruce beetle (SB) is the most significant natural mortality agent of mature spruce. Endemic populations usually exist in weakened or windthrown trees, logging slash, and fresh stumps. Outbreaks typically occur when beetle populations build to high levels in concentrations of windthrown trees. Dispersing adults may infest standing live trees, initially preferring larger diameter trees.

In 2012, spruce mortality decreased slightly, approximately 19,000 acres. In Southern Utah, the loss of host type has significantly reduced areas of current spruce mortality. Sevier, Summit, and Wasatch counties had the most acres affected. In Sevier County, spruce beetle continues to be the most damaging agent of spruce with beetles killing 11,842 trees on 4,766 acres. This was a decrease of about 50% from 2011. The largest outbreak areas were again observed on the Fishlake Hightop Plateau. Numerous pockets ranging from 20 to 1,000 acres occurred in the upper reaches of Tasha Creek, the Sevenmile Cirques, Lost Creek, Big Flat, and Na Gah Flat. There were also several pockets (20–100 trees) of mortality detected on the northern end of Boobe Hole Mountain.

Out of Richfield, the percentage of Englemann spruce trees killed and acres affected by spruce beetle decreased over 50% in 2012. Most all of the mortality occurred on the northern end of

the Sevier Plateau in the Monroe Mountain area. Numerous smaller pockets were also detected south of this area to Marysvale Peak.

In Wasatch and Summit counties, substantial pockets of mortality (over 45,000 trees) were detected around Murdock Basin, north and south along the Mirror Lake Highway corridor, and over to Smith & Morehouse Canyon. Activity was also reported in the Moffit and Skow Lake areas and visible on the north and south slopes of Duchesne Ridge.

In Duchesne County, spruce beetle mortality increased significantly. There was an increasing number of pockets ranging from 5–500 trees mapped south of East Grandaddy Mountain. Also, activity is expanding east toward Rock Creek Canyon. Additional 20–100 tree pockets were detected south of Red Creek Mountain and near Tabby Mountain.

Piñon Engraver Beetle
Ips confusus LeConte

Hosts: Colorado and singleleaf piñon

Injured or stressed trees are preferred by piñon engraver beetles. Attacks by this insect girdle and eventually kill piñons. Piñon engravers produce multiple generations each year and consequently populations can build rapidly in slash and stressed green trees. Beetles can then spread into healthy stands. As with other bark beetle species, piñon engravers carry a wood staining fungus into the tree, which in combination with the feeding larva, kills the tree.

Historically, piñon pine was not aerially surveyed in Utah. Drought combined with increased piñon engraver populations contributed to considerable piñon pine mortality in 2001-2002. Piñon-juniper woodlands have subsequently been surveyed each year due to concerns over the loss of this valuable forest type.

In 2012, 187 acres of piñon pine mortality was mapped. This was a slight decrease from 2011. There was no significant mortality in any county.

Western Pine Beetle
Dendroctonus brevicomis LeConte

Host: ponderosa pine

Western pine beetle can kill ponderosa pine from six inches in diameter at breast height or larger. This beetle usually targets weakened trees with reduced defenses. Such trees may be crowded in dense, overstocked stands; slow-growing, older ponderosa pine trees; or trees damaged by fire or lightning. When large numbers of trees are weakened across a landscape, western pine beetle populations may increase and kill hundreds of thousands of trees.

In Washington County, 369 acres of ponderosa pine mortality was attributed to this insect and 75 acres in San Juan County.

Roundheaded Pine Beetle
Dendroctonus adjunctus Blandford

Host: ponderosa pine

Roundheaded pine beetle has periodic outbreaks that kill thousands of pine trees, but more commonly this beetle subsists in small groups of weaker trees, often in conjunction with other bark beetles (western pine beetle, mountain pine beetle or pine engravers). Roundheaded pine beetle may attack trees of any size, but usually trees greater than 20 inches diameter at breast height.

No mortality attributed to roundheaded pine beetle was observed by ADS in 2012.

Borers

Pitch Mass Borer

Dioryctria spp.

Hosts: piñon pine, ponderosa pine, lodgepole pine, Austrian pine, Scots pine, and occasionally Douglas–fir and true firs

Over the last few years in urban areas, Scots/Scotch (*Pinus sylvestris*), Austrian (*Pinus nigra*), and Ponderosa pine (*Pinus ponderosae*), have been reported damaged by this insect.

Pitch mass borer attacks appear as large, oozing masses of soft, light-pink sap that forms in response to larval feeding beneath the bark. Repeated attacks can seriously weaken trees and kill branches. Heavily damaged branches and trunks are often more susceptible to breakage. The most severe damage is usually to trees less than 20 feet tall, though pitch mass borer has been known to attack larger trees.

Figure 4.Pitch mass borer (Photo Eric R. Day, Bugwood.org).

Pitch mass borer may be attracted to trees that are under stress due to: drought, over-irrigation, soil compaction, root injury, improper pruning cuts, mechanical damage, or other injuries. Infested trees may also be more susceptible to attack by black pineleaf scale or pine engraver beetle.

Insects: Non-native

European Gypsy Moth

Lymantria dispar

Hosts: various deciduous tree species

Since the late 1800's, gypsy moth caterpillars have defoliated millions of acres in the northeastern United States. The gypsy moth feeds on over 250 deciduous tree species and infestations can build rapidly causing widespread defoliation. Tree mortality may occur after successive years of heavy defoliation. Infested areas may be subject to quarantine to prevent the spread of the insect. The caterpillars can also be a nuisance to homeowners by crawling over homes, vehicles, and outdoor furniture. Hairs found on the caterpillars can also cause allergic reactions in some individuals.

The gypsy moth was first detected in Utah in 1988 at Mount Olympus Cove, Salt Lake County. Being notorious hitchhikers they were probably transported into Utah from an infested area in the eastern U.S. Since then, the Utah Department of Agriculture and Food in cooperation with two USDA agencies, the Animal Plant Health Inspection Service and the United States Forest Service, place detection traps throughout the state. Isolated single male moth catches have been recorded almost annually. Eradication treatments have been used to treat over 73,000 acres since 1989. No aerial application projects have been conducted since 1999 within the state.

In 2012, 2,050 detection traps were deployed throughout the state with no gypsy moths caught.

Between 2,000 and 2,500 traps will be placed statewide in 2013.

DISEASE STATUS

Stem and Branch Diseases

Dwarf Mistletoes

Arceuthobium spp.

Hosts: Douglas-fir, pines, and true firs

Figure 5. Southwestern dwarf mistletoe (Photo: John Guyon; FHP, OFO).

Dwarf mistletoes (DM) are the single most damaging agent of coniferous trees. These parasitic plants remain the most widespread and frequently observed disease within the state. Profusely branched, dense masses of host branches called "witches brooms" are typically observed in infected trees. Heavy dwarf mistletoe infections can predispose trees to insects and other diseases, reduce incremental growth, affect the forest canopy structure, lower resistance to drought, and influence wildlife habitat, recreation and aesthetics. Since dwarf mistletoe infects trees of all ages, infection may exist in secondary growth and regeneration, as well as young and old forests.

Piñon Blister Rust
Cronartium occidentale

Hosts: Colorado and singleleaf piñon

This native rust causes stem rust cankers and branch flagging on both Colorado piñon and singleleaf piñon in Utah. This disease kills small trees. These rust infections are commonly associated with attacks by the pitch mass borer and tend to be located near streams and wet areas where the alternate host (primarily *Ribes spp*, currants and gooseberries) are located.

White Pine Blister Rust
Cronartium ribicola

Hosts: limber and bristlecone pine

This introduced disease is common throughout its hosts range in southern Idaho and western Wyoming. It is present in the Sierra Mountains of California and Nevada near Lake Tahoe and in the Jarbidge Mountains, and has been found on the alternate host in Utah, but not yet detected on pines. The disease has been found one canyon to the north of the Utah border in southern Idaho. This disease has a complex life history requiring two hosts to survive. Thus, it is not able to spread directly from pine to pine, but must develop on intermediate hosts consisting of gooseberries or currants (*Ribes spp*.).

Five-needled pine trees are of low occurrence and frequency in Utah. Often relegated to rugged, cold and dry sites, these pines grow slowly but, provide important ecosystem functions such as: facilitating snow retention for maintaining watershed integrity, recreation, aesthetics, as well as, food and habitat for wildlife. High levels of white pine blister rust would be devastating to these ecologically important high elevation five-needled pines.

Sudden Oak Death
Phytophthora ramorum

Hosts: tanoaks, quercus spp., and rhododendron spp.

Sudden Oak Death (SOD), a forest disease first reported in 1995, has been killing millions of tanoak and coast live oaks in the coastal areas of California, but is not known to exist in Utah. The disease is present only in California and southwestern Oregon. On coastal live oaks and tanoak, cankers form on the main stems which can lead to crown dieback and then death. Since SOD can infect rhododendron and several other species of ornamentals there is the risk of the disease spreading from other states via nursery stock. Monitoring of nurseries to detect SOD has been ongoing.

Thousand Cankers Disease

Hosts: all walnut species (in UT: Eastern, black, and English)

The walnut twig beetle, *Pityophthorus juglandis*, along with a fungus, *Geosmithia morbida*, are two agents causing dieback and mortality of walnut trees in many western states (Figure 6). The tiny, reddish-brown beetles (1/16" long) create galleries in branches, and introduce *Geosmithia morbida*. *Geosmithia*

Figure 6. Adult Walnut Twig Beetle (Photo: Javier Mercado, Bugwood.org).

morbida causes cankers to form under the bark, and these cankers coalesce, eventually girdling off entire branches and the bole of the tree (Figure 7). The large numbers of cankers associated with this disease give it its' name – thousand cankers disease.

Figure 7.Black walnut with branch dieback (Photo: Danielle Reboletti; FHP, OFO).

The fungus and beetle only occur on walnut species. In the Western US, it takes about 8-10 years of continuous feeding of the beetle to deliver enough fungus to kill a black walnut tree. Thousand cankers disease and walnut twig beetle were identified in Tennessee in August 2010. It is not known how the beetle and fungus will act and what the impact of TCD might be in native eastern black walnut ecosystems. Movement of infected black walnut wood products could further spread TCD. Many states have now instituted quarantines on the movement of walnut.

In Utah, a detection and trapping project was implemented in 2011 at 20 sites from Utah County to Box Elder County (Figure 8). Positive catches were found at 19 sites. In 2012, the detection and trapping project continued and was expanded to southern Utah (Juab County). Two additional subsets were added in 2012. First, a dispersal test was conducted at two of the trap sites to determine the flight range of the beetle (Figure 9), and a baited branch study was initiated to identify life history, number of generations per year, and overwintering life stages of the walnut twig beetle. The dispersal test is complete, and the results have been incorporated into the national trapping guidelines. The project continues in 2013 with the baited branch portion of the study included at ten sites with the highest trap catches of walnut twig beetle. In addition, traps have been placed at four of these ten sites.

Figure 8. Lure and funnel trap (Photo: Danielle Reboletti; FHP.

Figure 9. Dispersal study of walnut twig beetle (Photo: Steve Seybold; FS, PSW, Davis, CA).

Root Diseases

When present, root diseases spread from the roots of one tree to another, and to a limited extent through the soil. Root diseases are often called "diseases of the site", indicating that once present in a forest they tend to persist throughout the entire lifespan of the trees on that site. Susceptibility of the trees and virulence of the pathogens involved varies from one area to another. In Utah, root diseases are less damaging than in other areas with moister climates and forests that have been impacted by exotic pathogens. True "root disease centers", areas with a high concentration of root disease, are rare in the state. More commonly, evidence of root disease is scattered throughout many forests, with varying degrees of impact. Root diseases are intimately involved with populations of bark beetles, with endemic bark beetle populations often associated with root disease centers.

Several tree conditions are symptomatic of all root diseases. The symptoms can vary if trees are killed rapidly or with size of the tree. The foliage of small trees that have been killed rapidly often turns red. On older trees many of these agents can act as butt or root decays without killing the tree. Trees that have a portion of their root system impacted by root diseases often exhibit several symptoms, including; thinning in the crown from the lowest part towards the highest, and from older foliage towards the younger. In general, the production of conspicuous fruiting bodies of root diseases is rare in Utah, occurring most often in relatively moist years. Several of these diseases can also act as saprophytes, which induce decaying of dead material.

Annosum Root Disease

Heterobasidion annosum

Hosts: Douglas-fir, pines, spruce, and subalpine fir

This disease can be found throughout the state, but frequently acts as butt decay or as a saprophyte on dead trees, stumps, and roots. It occurs in trees of all ages. The symptoms on larger trees include a thinning crown and fruiting bodies or conks that develop in decayed stumps and roots. The conks are woody to leathery with a dark brown upper surface and cream colored pore surface (Figure 10). Advanced decay in the root tissues looks white, stringy, and somewhat laminate.

Figure 10. Annosum conk at the base of a tree (Photo: John Guyon; FHP, OFO)

Armillaria Root Disease

Armillaria spp.

Hosts: Douglas-fir, Engelmann spruce, subalpine fir, white fir, and pines

Evidence of Armillaria root disease can be found throughout the state. It often functions as a weak parasite killing trees experiencing environmental stress. In southern Utah, it may act as a primary pathogen killing mature and immature ponderosa pine and mature fir and spruce on cool sites at higher elevations. It often acts as a thinning agent in young stands or in areas with shallow, poor soils. Symptoms of Armillaria include heavy resinosis at the root collar, and thick fan-shaped mats of white fungus tissue under the bark where root and root collar tissue are dying (Figure 11). The fungus produces rhizomorphs that resemble black string-like structures

that can move through the soil a few feet to infect other roots. When present, Armillaria mushrooms grow in clusters from the roots or at the base of the tree. The decay caused by the fungus is yellowish and stringy/spongy and often contains black lines called zone lines.

Figure 11. Armillaria fans on Ashley National Forest (Photo: John Guyon; FHP, OFO).

Black Stain Root Disease
Leptographium wageneri

Host: piñon pine

Black stain root disease is an important disease of several hosts, but it is only found on piñon pine in Utah. It usually kills infected trees within a few years, and can result in groups of tree mortality several acres in size. Pockets of infected trees are preferred hosts for low-level populations of piñon engraver beetles (*Ips confusus*). No new pockets of black stain root disease were observed by aerial survey in 2012.

Leaf and Needle Diseases

Aspen Leaf Spot
Marssonina populi

Host: aspen

Aspen leaf spot is the most common leaf disease of aspen in the West. Severe outbreaks may cause foliar browning in midsummer and nearly complete defoliation by early August. Re-growth usually follows in late summer and early autumn. Symptoms include small brownish spots on infected leaves in mid- to late-summer. The spots later enlarge and turn black in color. They will vary in size and appear irregular in shape with a yellowish border (Figure 12). Blight and leaf spot caused by this disease have been seen in the past throughout the host type, and although not indicated on ADS maps, it is likely a contributing factor to aspen dieback and decline.

Figure 12. Symptoms of aspen leaf spot.

DECLINES / COMPLEXES

Subalpine Fir Mortality Complex

Host: subalpine fir

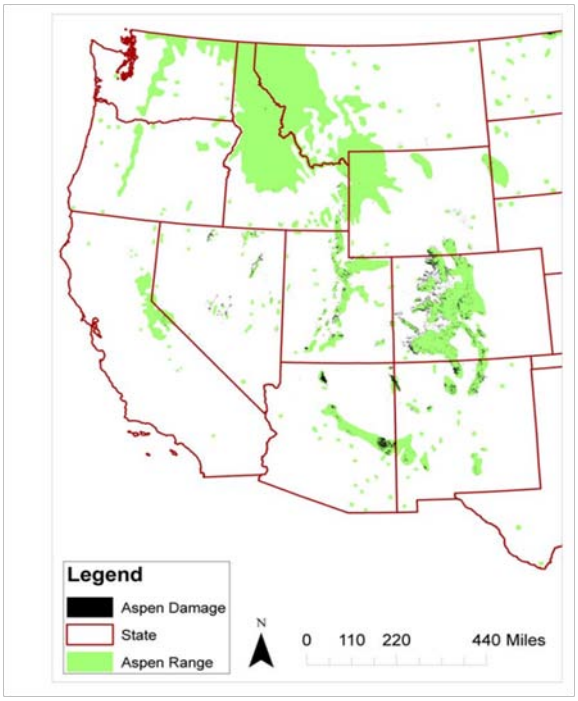
The western balsam bark beetle (WBBB) is the most significant mortality agent in a complex of forest insects and diseases causing subalpine fir mortality. Endemic populations will occur in storm-damaged trees, slash, or trees of poor vigor. WBBB infestations may build to epidemic levels where mortality can occur in groups of 100 to 10,000 trees. Annosum root disease, woodborers, and several species of smaller bark beetles are also involved in this complex. Environmental stress due to drought or overcrowding may also have a role in the death of trees in this category.

Last year, the total acreage of subalpine fir affected by this mortality complex (SAFMC) remained static at 4,300 acres. All counties in Utah except Garfield and Tooele had some associated mortality. Most mortality was mapped in Summit, Sanpete, and Sevier counties.

Aspen Decline

Host: aspen

Figure 13. Areas of aspen dieback symptoms reported from ADS 2003 to 2008



A decrease in aspen forest acreage, and a reduction in stand health, has been reported throughout the western U.S. since the 1970's. The principle reasons associated with the above observations are related to the succession of aspen forests to other vegetation types due to fire exclusion, heavy ungulate damage, and insect and disease activity. Increasing aspen decline and dieback due to insect and disease agents has been mapped since 2003. Information on agents involved in dieback and decline was summarized recently (Guyon and Hoffman, 2011). This dieback and decline was part of a trend of increasing damage reported across the western United States (Figure 13). Damage has been reported in Canada as well. In Utah, decline and dieback peaked in 2007; with 126,000 acres damaged. Decline and dieback has then decreased every year since. Decline and dieback damage (Table 4) was largely caused by a complex of canker diseases and insect borers, but defoliators played a role in some areas. This complex of damaging agents reduced numbers of larger trees (trees over 5" DBH) by about 1/3 in affected areas, damaged another 1/3 (severity 2-3 out of 3) and also impacted 39% of the regeneration. Overall, most stands in Utah had adequate

regeneration to maintain aspen on the site unless grazing pressure was also heavy. Much of this decline and dieback appeared to be tied to the aftermath of drought in 2003-2005.

Table 4.Summary of damage to Utah aspen forests.

	Mean	Max	Min	ST Dev.
Elevation feet	9143.8	10363.0	7295.0	847.6
TPA (Trees per acre) 5" +DBH	382.3	720.0	160.0	136.8
TPA 2-5" DBH	151.4	1000.0	0.0	206.3
TPA dead 5" +DBH	113.7	360.0	0.0	89.1
TPA dead 2-5" DBH	55.0	500.0	0.0	119.1
Percent dead 5" +DBH	32.2	88.9	0.0	24.1
Percent dead 2-5" DBH	18.5	100.0	0.0	36.1
Percent Damaged (Severity 2-3) 5"+ DBH	34.0	95.6	12.5	22.1
Percent Damaged (Severity 2-3) 2-5" DBH	51.1	100.0	0.0	24.5
TPA Regeneration (<2")	2840.0	12900.0	0.0	3597.6
TPA Regeneration damaged <2"	1152.0	8200.0	0.0	1862.4
% Regeneration damaged <2"	39.0	100.0	0	36.2

Damage severity was defined by three categories:

- Low-unlikely to cause significant damage to the stem such as, light defoliation, minor wounds and small cankers that had ceased to expand, small wounds or single insect borer attacks, etc.
- Moderate-causing significant damage to the stem but unlikely to kill the stem in the next 2-3 years such as, cankers or wounds on less than 1/3 of the stem, up to 75% defoliation, or borer attacks on over 1/3 of the stem, etc.
- High-stem mortality is likely to occur within 2-3 years such as, damage caused by repeated borer attacks, expanding cankers over 1/3 of the stem, or complete defoliation with serious dieback, etc.

In Utah, 8,276 acres of aspen decline and 1,222 acres of an unknown aspen defoliator were mapped in 2012. The number of affected acres has dropped down from 2011 numbers. Garfield, Iron, and Sevier counties all had over 1,000 acres of decline mapped. These acres were not concentrated in any particular area, but were scattered widely over the counties.

ABIOTIC DAMAGE

Frost Damage

Hosts: maple, gambel oak, aspen, Douglas-fir, and spruce

Freeze damage occurs when temperatures drop 2˚ to 5˚ below freezing after tree growth has started in the spring. The young branch tips of trees affected by freeze damage, droop and turn

brown, and new shoots or needles of breaking buds are killed. This damage may result in branch dieback, stunted growth, and poor tree form.

There was no frost damage mapped in Utah in 2012.

Blowdown

Areas of concentrated, high velocity winds can cause trees to blow over often referred to as blowdown. Blowdown occurs in groups or as scattered trees within the landscape. Depending on the tree species, patches of blowdown in coniferous forests can provide a food source for various bark beetles enabling populations to build to epidemic levels. Epidemic beetle populations may then attack and kill standing live trees, most often adjacent to the blowdown.

There was no blowdown mapped in Utah in 2012.

Snow Avalanches/Mudslides

Like blowdown damage, snow avalanches and mudslides knock down trees and may provide an abundant, local food source for certain bark beetles, enabling populations to build.

There were no avalanches or mudslides mapped in Utah in 2012.

NOXIOUS WEEDS

Noxious weeds are a continuing problem for all Western states. They have the ability to aggressively colonize disturbed habitats thus displacing native plant species and altering ecosystems. Several state and federal agencies have the responsibility for monitoring and controlling noxious weeds. As of 2012, approximately 338 species of exotic aquatic and terrestrial plants infest lands in the State of Utah (EDDMapS 2012- Early Detection & Distribution Mapping System at the University of Georgia, Center for Invasive Species and Ecosystem Health). Utah has declared 27 of these species as noxious weeds. Noxious weeds are grouped into one of three classes, depending upon their management priority. "Class A" weeds have a sparse distribution throughout the state and/or generally low population levels with eradication being the primary management goal. Management strategies for Class A weeds typically include; preventing new infestations, early detection, and rapid/repeated treatment. "Class B" weeds are more broadly distributed, and/or exist at moderate population levels. These weeds can largely be controlled using integrated management strategies. "Class C" weeds are generally established throughout the state at high population levels. Management of Class C weeds is limited to reducing spread by containing large infestations. Table 5 (pages 29 and 30) lists Utah's noxious weeds by class and indicates the counties infested. Most counties in Utah have listed additional noxious weeds that are of local concern.

Of Class A weeds, spotted knapweed, leafy spurge, diffuse knapweed, Johnson grass, and purple loosestrife are the most widespread throughout Utah, with each occurring in over 50% of counties. Canada thistle, field bindweed, tamarisk, Russian knapweed, Scotch thistle, and quackgrass are the most reported noxious weed species in Utah. The exact acreage of lands infested by noxious weeds in each county is unknown however; counties with the most noxious

weed species are Cache (25), Box Elder (24), Salt Lake (23), Tooele (23), Utah (23), Weber (23), and Davis (21). Rich, Sanpete, Uintah, and Wasatch counties each have 20 noxious weed species. Counties with the least noxious weed species reported include; Wayne (10), Piute (10), Daggett (11), Garfield (13), and Grand (14) (Table 5).

For more up-to-date information on Utah Noxious Weeds go to:
http://www.utahweed.org/weeds.htm.

The following noxious weed websites, while not inclusive, give additional information on noxious weeds; such as biology, history, and control.

http://www.invasivespeciesinfo.gov/
This website is the gateway to federal, state, local, and international efforts concerning invasive species.

http://www.ipm.ucdavis.edu
University of California integrated pest management website has information on how to manage pests, educational resources, and research information.

http://www.weedcenter.org
An interagency website housed at the Montana State University. The Center for Invasive Plant Management (CIPM) promotes the ecological management of invasive plants in western North America through education, by facilitating collaboration among researchers, educators, and land managers, concerned publics, and by funding research projects and weed management areas. The center serves as an information clearinghouse, providing examples of ecological management, and delivering implementation tools and products to land managers. The center operates in partnership with federal, state, counties, private industry, universities, foundations, and landowners.

http://invader.dbs.umt.edu
The University of Montana's INVADERS Database is a comprehensive database of exotic plant names and weed distribution records for five states in the northwestern United States**.** It is used as a search engine that links the user to informational websites on most of the invasive weeds. You can search the database for the list of noxious weeds by state and most identified plants have additional information and links to more information.

http://cdfa.ca.gov/phpps/ipc/encycloweedia/encycloweedia_hp.htm
California Department of Food and Agriculture has a very comprehensive website. Information includes description, biology, distribution, habitat, and management of plants and control methods. Pictures of the plants in various stages are just a click away.

http://www.nwcb.wa.gov
State of Washington's noxious weed control board website has information on buffalobur, goatsrue, houndstongue, johnsongrass, diffuse, Russian and spotted knapweed, purple loosestrife, silverleaf nightshade, yellow nutsedge, perennial pepperweed, puncturevine, leafy spurge, St. Johnswort, yellow starthistle, Canada thistle, musk thistle, scotch thistle, Dalmation toadflax, velvetleaf, and dyer's woad. Topics include description, economic importance,

geographic distribution, habitat, history, growth and development, reproduction, response to herbicides, response to cultural controls, and biocontrol potentials.

http://www.invasive.org/weedus/index.html
The Invasive Plant Atlas of the United States website is a collaborative project between the National Park Service, The University of Georgia Center for Invasive Species and Ecosystem Health, the Invasive Plant Atlas of New England, and the Lady Bird Johnson Wildflower Center, that assists users with identification, early detection, prevention, and management of invasive plants.

EDDMapS 2012- Early Detection & Distribution Mapping System. University of Georgia - Center for Invasive Species and Ecosystem Health. Available online at: **http://www.eddmaps.org/**.

Table 5.The county locations of Utah noxious weeds grouped by priority class.

Sources: Noxious Weed Field Guide for Utah (Belliston et al. 2010), USDA National Plants Database (http://plants.usda.gov/index.html), EDDMapS 2012-Early Detection & Distribution Mapping System. The University of Georgia-Center for Invasive Species and Ecosystem Health. Available online at http://www.eddmaps.org/

Utah Counties

State Declared Noxious Weeds	Beaver	Box Elder	Cache	Carbon	Daggett	Davis	Duchesne	Emery	Garfield	Grand	Iron	Juab	Kane	Millard	Morgan	Piute	Rich	Salt Lake	San Juan	Sanpete	Sevier	Summit	Tooele	Uintah	Utah	Wasatch	Washington	Wayne	Weber
	Class A Weeds (Early Detection, Rapid Response)																												
Black Henbane	x	x	x	x	x		x		x	x					x		x		x	x		x	x			x			x
Diffuse Knapweed	x	x	x			x			x	x	x	x		x	x		x	x	x			x	x	x	x				x
Johnson grass	x	x	x	x		x			x			x	x			x		x	x	x		x		x	x		x	x	x
Leafy Spurge		x	x	x	x	x	x	x				x		x	x		x	x	x	x	x	x	x	x	x	x		x	x
Medusa head		x	x																										
Oxeye Daisy			x				x						x				x	x		x		x		x	x	x			x
Purple Loosestrife		x	x	x		x	x	x		x	x	x	x	x	x			x				x	x	x	x				x
St. Johnswort		x	x			x						x											x						
Spotted Knapweed	x	x	x	x	x	x	x	x		x	x	x	x	x	x		x	x	x	x	x	x	x	x	x	x	x		x
Sulfur Cinquefoil																			x					x	x				x
Yellow Starthistle		x	x			x							x				x	x					x		x	x	x		x
Yellow Toadflax	x			x		x	x		x					x		x	x	x		x	x	x	x			x		x	x

State Declared Noxious Weeds	Beaver	Box Elder	Cache	Carbon	Daggett	Davis	Duchesne	Emery	Garfield	Grand	Iron	Juab	Kane	Millard	Morgan	Piute	Rich	Salt Lake	San Juan	Sanpete	Sevier	Summit	Tooele	Uintah	Utah	Wasatch	Washington	Wayne	Weber
Class B Weeds (Control)																													
Bermuda grass	x	x	x			x		x		x		x	x	x	x			x	x				x		x		x		x
Dalmation Toadflax	x	x	x			x	x	x	x	x	x		x				x	x	x	x		x	x	x	x	x			x
Dyer's Woad		x	x	x	x	x	x			x	x	x	x	x	x	x	x	x	x	x		x	x	x	x	x	x	x	x
Hoary Cress	x	x	x	x	x	x	x			x	x	x	x	x	x	x	x	x	x	x	x		x	x	x	x	x	x	x
Musk Thistle	x	x	x	x	x		x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x		
Perennial Pepper weed	x	x	x	x	x	x	x	x		x	x	x	x	x	x		x	x	x	x	x	x	x	x	x	x	x		x
Poison Hemlock	x	x	x			x	x		x			x			x		x	x		x	x	x	x	x	x	x	x		x
Russian Knapweed	x	x	x			x	x	x	x	x	x	x	x	x	x		x	x	x	x	x	x	x	x	x	x	x	x	x
Scotch Thistle	x	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x		x
Squarrose Knapweed	x	x	x									x	x	x	x			x	x	x	x		x		x	x	x		
Class C Weeds (Containment)																													
Canada Thistle	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Field Bindweed	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Hounds tongue	x	x	x	x		x	x	x			x	x		x	x		x	x		x	x	x	x	x	x	x	x		x
Quack grass	x	x	x	x	x	x	x	x	x		x	x	x	x	x	x	x	x		x	x	x	x	x	x	x	x	x	x
Saltcedar	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x		x	x	x	x	x	x	x

References

Guyon, J., Hoffman, J. 2011. Survey of Aspen Disease in the Intermountain Region. USDA Forest Service, State and Private Forestry, Forest Health Protection, OFO-PR-11-01, 21 p.

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13th Annual Timber Harvest Tour

Saturday, August 30, 2014

Join USU Forestry Extension, the Utah Division of Forestry, Fire and State Lands, the USDA Forest Service, and Wasatch Back Trees departing from Coalville, Utah.

- We will car pool in high clearence vehicles up Chalk Creek to Whitney Reservoir
- The focus of the tour is the interplay between bark beetle activity and timber harvesting.
- See before, during, and after views of timber harvests.
- Landowners, citizens, loggers, and foresters will share their point of view on harvest operations and other aspects of land managmement.

Meet at 9:00 a.m. on Saturday, August 30, 2014 in the truck parking lot just south of the Holiday Hills Best Western Hotel, off Exit 162 of I-80 in Coalville, Utah.
We plan to be back to Coalville by 3:00 pm. Lunch and snacks will be provided for those that respond. Please RSVP to Darren McAvoy. Phone 435-797-0560 or e-mail darren.mcavoy@usu.edu.

13th Annual Timber Harvest Tour

Saturday, August 30, 2014

Join USU Forestry Extension, the Utah Division of Forestry, Fire and State Lands, the USDA Forest Service, and Wasatch Back Trees departing from Coalville, Utah.

- We will car pool in high clearence vehicles up Chalk Creek to Whitney Reservoir
- The focus of the tour is the interplay between bark beetle activity and timber harvesting.
- See before, during, and after views of timber harvests.
- Landowners, citizens, loggers, and foresters will share their point of view on harvest operations and other aspects of land managmement.

Meet at 9:00 a.m. on Saturday, August 30, 2014 in the truck parking lot just south of the Holiday Hills Best Western Hotel, off Exit 162 of I-80 in Coalville, Utah.
We plan to be back to Coalville by 3:00 pm. Lunch and snacks will be provided for those that respond. Please RSVP to Darren McAvoy. Phone 435-797-0560 or e-mail darren.mcavoy@usu.edu.

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Private Forest Landowner Education Program
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COMMUNITY DEVELOPMENT

- The department received 5 new planning applications and 24 new building applications this past week as follows:

NEW PLANNING APPLICATIONS
July 3 – July 9, 2014

Project Number	Description
14-179	Gouveia Silver Creek Estates Special Exception Special Exception 1386 East Oakridge Rd SL-A-43
14-180	Boys Scouts CUP Conditional Use Permit E. Fork of Bear SS-2327-X, SS-2328-X, SS-2326-X
14-181	Boys Scouts Special Exception Special Exception E. Fork of Bear SS-2327-X, SS-2328-X, SS-2326-X
14-182	Tanger Kidstyle Special Event Special Event Tanger Outlets
14-183	Yates Huff Creek Agriculture Protection Area Ag Protection Huff Creek Rd, NS-1119, 1126, 1096-A, 1097, 1098, 1112-1, 1115, 1118, 1133, 1134, 1138, 1139-1

NEW BUILDING PERMITS
July 2 – July 9, 2014

Name	Address	Description
Blue Sky Arena Remodel	27649 Old Lincoln Highway	Blue Sky Arena Remodel
Dave Wentz	3003 Wedge Circle	Retaining Wall
Brent & Joyce Ball	2246 South State Road 22	Fuel Pump Canopy
Sam Dimsdale	1521 Meadow Loop Road #25	Kitchen Remodel
Trip Hunter	3267 Big Spruce Way	Kitchen Remodel
Brian Ray	2025 W Modoc Loop	Accessory Building Repair
Jan McCosh	1491 West Fletcher Court	Residential
Dustin & Dennis Pennington	4410 Beaver Creek Road	Power Pole
Erik & Linda Watts	168 W Mountain Top	Single Family Dwelling
Christine & Kevin Schwartz	3816 N Two Creeks Lane	Single Family Dwelling
Scooter Brown	7935 Douglas Drive	Furnace
Patricia Kivel	1390 Meadow Loop Road	A.C Unit
Tony Tyler	2220 Creek Crossing Loop	Single Family Dwelling
Rick Suarez	2025 Canyon Resort DR Unit 1-5	Gas Fireplace Installation
Rick Smaligo	4963 Last Stand Drive	Single Family Dwelling
Lynn Chadderdon	1315 Ptarmigan	Roof Mount Solar PV
Mark & Tiffany Lemons	5049 N 400 W	Roof Mount Solar PV
Brad Thompson	255 Paradise Road	Deck Extension
Ralph Darley	2239 S Pine Meadows Drive	Bedroom Addition
Paul Harmon	7132 Stagecoach Drive	Gas Pipe Work
Ryan Wilden	6300 E Weber Canyon Road	Sheetrock Repair
Malory Pigott	135 Crestview Terrace	Interior Remodel
Verizon Wireless-Lessee	Quarry Mountain	Cell Tower Upgrade
Chris & Leeann Feddersen	989 E Tollgate Road	Single Family Dwelling

Memo

To: Summit County Manager
From: Auditor
Date: 07-07-14
Subject: Tax Rates

The following are the proposed tax rates for Summit County and entities controlled by Summit County for 2014. They are as follows:

	Certified (Allowed) Rate	Proposed (Recommended)	Revenue	Previous (2011) Year Rate
Summit County				
General Fund	.000835	.000835	$11,222,753	.000909
Assessing & Collecting				
State	.000013	.000013	$ 174,439	.000158
Local	.000201	.000201	$ 2,697,088	.000068
Municipal				
General	**.000655**	.000655	**$ 4,209,646**	.000694
Service Areas				
#6	.000589	.000589	$ 1,016,650	.000613
#8	.005400	.005400	$ 694,209	.005322
Wildland Fire	.000188	.000188	$ 69,673	.000178
Park City Fire District	.000868	.000868	$10,340,492	.000950
Snyderville Basin Rec.	.000527	.000527	$ 2,588,024	.000565
Snyderville Basin Rec. Bond	.000428	.000428	$ 2,782,288	.000458

Please sign and return.

SUMMIT COUNTY Tax Rate Summary Report 693	Form PT-693 pt-693.xls Rev. 09/10

Tax Year: 2014

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
SUMMIT 1010				
10 General Operations §59-2-908	0.000673	0.000673	.003200	$9,030,550
20 Interest and Sinking Fund/Bond §17-12-1	0.000042	0.000042	Sufficient	$562,000
50 Tort Liability §63G-1-704	0.000010	0.000010	0.0001	$134,184
250 Capital Improvements	0.000000	0.000000		$0
540 Health §26A-1-117	0.000110	0.000110	0.0004	$1,476,019
950 Multicounty Assessing & Collecting	0.000013	0.000013		$174,439
955 County Assessing & Collecting	0.000201	0.000201		$2,697,088
Total Tax Rate	**0.001049**	**0.001049**	**Total Revenue**	**$14,074,279**

Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____

SUMMIT COUNTY Tax Rate Summary Report 693	Form PT-693 pt-693.xls Rev. 09/10

Tax Year: 2014

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
MUNICIPAL TYPE SERVICE AREA 6010				
10 General Operations §59-2-908	0.000626	0.000446	.003200/.003600	$2,866,415
50 Tort Liability §63G-1-704	0.000029	0.000029	0.0001	$186,381
250 Capital Improvements	0.000000	0.000180		$1,156,849
Total Tax Rate	**0.000655**	**0.000655**	**Total Revenue**	**$4,209,646**

Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____

SUMMIT COUNTY Tax Rate Summary Report 693	Form PT-693 pt-693.xls Rev. 09/10

Tax Year: 2014

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
SUMMIT COUNTY SERVICE AREA #6 4090				
570 County Service Area §17A-2-414	0.000589	0.000589	0.0014	$1,016,650
Total Tax Rate	**0.000589**	**0.000589**	**Total Revenue**	**$1,016,650**

Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____

SUMMIT COUNTY Tax Rate Summary Report 693	Form PT-693 pt-693.xls Rev. 09/10

Tax Year: 2014

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
SUMMIT COUNTY SERVICE AREA #8 4130				
570 County Service Area §17A-2-414	0.005400	0.005400	0.0014	$694,209
Total Tax Rate	**0.005400**	**0.005400**	**Total Revenue**	**$694,209**

Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____

SUMMIT COUNTY Tax Rate Summary Report 693	Form PT-693 pt-693.xls Rev. 09/10

Tax Year: 2014

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
SUMMIT COUNTY WILDLAND FIRE SERVICE AREA 4170				
70 Fire Protection §17B-1-1002(1)(d)	0.000188	0.000188	0.0008	$69,673
Total Tax Rate	**0.000188**	**0.000188**	**Total Revenue**	**$69,673**

Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____

SUMMIT COUNTY Tax Rate Summary Report 693	Form PT-693 pt-693.xls Rev. 09/10

Tax Year: 2014

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
PARK CITY FIRE SERVICE DISTRICT 4060				
70 Fire Protection §17D-1-105	0.000868	0.000868	voted	$10,340,492
Total Tax Rate	**0.000868**	**0.000868**	**Total Revenue**	**$10,340,492**

Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____

SUMMIT COUNTY Tax Rate Summary Report 693	Form PT-693 pt-693.xls Rev. 09/10

Tax Year: 2014

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
SNYDERVILLE BASIN RECREATION DISTRICT 4310				
90 Recreation §11-2-7	0.000527	0.000527	Sufficient	$2,588,024
Total Tax Rate	**0.000527**	**0.000527**	**Total Revenue**	**$2,588,024**

Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____

SUMMIT COUNTY Tax Rate Summary Report 693	Form PT-693 pt-693.xls Rev. 09/10

Tax Year: 2014

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
SNYDERVILLE RECREATION DISTRICT BOND 6030				
20 Interest and Sinking Fund/Bond §17-12-1	0.000428	0.000428	Sufficient	$2,782,288
Total Tax Rate	**0.000428**	**0.000428**	**Total Revenue**	**$2,782,288**

Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____

DAVID R. BRICKEY
COUNTY ATTORNEY

SUMMIT COUNTY

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)@co.summit.ut.us

Criminal Division

MATTHEW D. BATES
Chief Prosecuting Attorney

JOY NATALE
Prosecuting Attorney

RYAN P.C. STACK
Prosecuting Attorney

MARIAH HORNOK
Prosecuting Attorney

Civil Division

DAVID L. THOMAS
Chief Deputy

JAMI R.BRACKIN
Deputy County Attorney

HELEN E. STRACHAN
Deputy County Attorney

To: Summit County Council
From: Helen Strachan HS
Meeting Date: July 16, 2014
Re: ***Resolution to Annex Tollgate into North Summit Fire & De-Annex from Wildland Fire Service Area***

As you may recall, the Summit County Council held a public hearing on January 8, 2014, after receiving a petition from residents of the Pinemeadows Ranch and Forest Meadows subdivisions located in Tollgate Canyon requesting that their property be annexed into the boundaries of the North Summit Fire Service District. No one spoke out to protest the annexation into North Summit Fire and Summit County has not received any protests on the matter, the period for filing protests having closed sixty days after the January public hearing. However, before adopting a resolution to annex the area into North Summit Fire, one more important step is necessary.

Currently, the Tollgate Canyon area proposed for annexation into North Summit Fire is within the boundaries of the Wildland Fire Service Area. That service area was created in 1981 as a local district and the County Council serves as the governing board of that district. The district provides fire suppression services, however, as its name suggests, it is designed to cover fires in wildland and rural areas, and not necessarily structural fires like those that North Summit Fire battle.

As the Council is aware, Tollgate Canyon was never really intended to be an area with year round residents, rather it was originally a cabin community of secondary homes. That has changed, with more and more residents living there year round. It is estimated that there is a current full-time population in Tollgate of approximately 375 people, which rivals Wanship in population. The full-time population is growly rapidly and on peak weekends in the summer, when most of the 300+ seasonal use homes are occupied with a much higher ratio of persons to structure, the population increases into the thousands, which rivals Coalville in population. While Tollgate is outside of the North Summit Fire District boundaries, North Summit Fire routinely is called out to combat structural fires in that area, notwithstanding the fact that, technically speaking, Tollgate is not within North Summit Fire District boundaries and does not pay any taxes or assessment fees to North Summit Fire District for fire protection services.

Recognizing that North Summit Fire District responds to structural fires in that area, both Tollgate Canyon residents and the fire district itself are interested in seeing that the area is legally

within the North Summit Fire District boundaries and, if successfully annexed, are interested in building a sub-station in Tollgate Canyon to make response times that much quicker (right now, the closest North Summit Fire District station to Tollgate Canyon is in Wanship, a 15-20 minute response time on a good day). The Tollgate community is motivated and excited by the potential annexation and is supporting it by volunteering to respond. Volunteering to be an emergency responder is no small thing, taking hundreds of hours of training to become qualified in all the disciplines.

Therefore, to complete the process of annexing into North Summit Fire, residents in Tollgate Canyon filed a petition to withdraw from Wildland Fire, which was certified by the Clerk's Office. Prior to withdrawal from Wildland Fire, a public hearing must be held on the matter, which is the purpose of tonight's meeting (as the petition was certified, pursuant to state law, it need not go through certain noticing requirements but may be held as an agenda item on a meeting of the governing board).

The Council should be aware a petition to withdraw an area from a local district must be denied if, among other things, the proposed withdrawal would *materially* impair the operations of the remaining local district or require the local district to *materially* increase the fees it charges or property taxes or other taxes it levies in order to provide to the remainder of the district the same level and quality of service that was provided before the withdrawal.

I have asked the Auditor's Office to determine the effects withdrawal of Tollgate Canyon would have on the Wildland Fire Service Area and the North Summit Fire District. Roughly speaking, based on the tax rates of those districts, Wildland Fire would see a $25,000 reduction in its total budget of $68,000. North Summit Fire District would see an increase of approximately $83,000. Based on 2012 taxable values, an average home in Tollgate Canyon (without taking into consideration primary vs. secondary home) would see an approximate $55 increase in a year on their tax bill. It is my understanding that Tollgate residents who signed the petitions were aware of this tax increase, but see the benefit of annexation.

Levels and quality of service should remain the same, despite the fiscal impacts to each of the districts. Both Ken Smith, Chief of the North Summit Fire District and Fire Warden Bryce Boyer shall be present at the public hearing and can answer any questions the Council or the public may have regarding service levels. However, in discussions with Chief Smith, he feels that service levels to those within Wildland Fire will remain the same and those within the Tollgate area will be enhanced:

> Wild-land response from the County Fire Wardens…will remain the same as it always has. If we get a wild-land fire in Tollgate (or anywhere else in the County) [the Fire Warden or his designee] will respond, same as always. The huge increase in service come[s] with the fact that now, local trained volunteers (we have 4 fully qualified wild-land firefighters and one trainee living full-time in Tollgate; we also have 3 qualified firefighters and one trainee who work in Tollgate Canyon) who are equipped and have the firefighting apparatus needed to make a more immediate response to the area, and can respond quickly even if [the Fire Warden is] occupied elsewhere. This will not only enhance service to Tollgate, but to the entire North Summit Fire District and surrounding areas, as it gives us more trained people to

back up other response units (The Tollgate Brush Engine assisted with the recent Rockport Fire). The current wild-land fire service district provides a seasonal response to wild-land fire. They are not obligated to respond to any other emergencies, though they sometimes assist when they can. After wild-land season, their engines are put in storage. [North Summit Fire District] is an all season, all hazards response agency. Most of our trucks are kept ready to respond year round (we do have some seasonal wild-land trucks). We also provide EMS quick response, hazardous situation, and rescue response besides all types of fire responses."

If the Council finds either or both of the above impacts to be present, it may approve a resolution to withdraw the area and impose terms or conditions that mitigate or eliminate these impacts including a requirement that the owners of property located within the area proposed to be withdrawn or residents within that area make one or more payments in lieu of taxes, fees, or assessments or any other reasonable requirement considered to be necessary by the board of trustees. If there are conditions of withdrawal, they must be expressed in the resolution and be reduced to a written agreement between the parties to the withdrawal.

If the Council does not believe there to be material impacts to Wildland Fire, staff recommends the following:

1) Acting as the Board for the Wildland Fire Service Area, hold a public hearing on the proposed withdrawal of the Tollgate Canyon areas from Wildland Fire;

2) Acting as the Board for the Wildland Fire Service Area, approve the Resolution to withdraw the Tollgate Canyon area from Wildland Fire, which is attached hereto as Exhibit A and

3) Acting as the County Council, approve the Resolution to annex the Tollgate Canyon areas into the North Summit Fire District, which is attached hereto as Exhibit B.

EXHIBIT A

RESOLUTION NO. _____

A RESOLUTION APPROVING THE WITHDRAWAL OF THE TOLLGATE CANYON AREA FROM THE BOUNDARIES OF THE SUMMIT COUNTY WILDLAND FIRE SERVICE AREA SUMMIT COUNTY, UTAH

WHEREAS, pursuant to Utah Code Annotated ("UCA"), §17B-1-504 *et. seq*, residents within the Tollgate Canyon area filed a petition with the Summit County Council, who sits as the governing board of the Wildland Fire Service Area, to withdraw a certain area within Tollgate Canyon from the boundaries of that district; and

WHEREAS, pursuant to UCA §17B-1-504, the petition was signed by registered voters residing within the area proposed to be withdrawn equal in number to at least 67% of the number of votes cast in the same area for the office of governor at the last regular election before the filing of the petition; and

WHEREAS, on or about April 28, 2014, the governing board, with the assistance of the Summit County Clerk's Office, certified that the petition to withdraw from the Wildland Fire Service Area met the requirements of UCA §§17B-1-504 and 506; and

WHEREAS, the public hearing required for a petition certified by the governing board may be held as an agenda item of the meeting of the governing board of the Wildland Fire Service Area without complying with certain statutory requirements for notice of the public hearing as set forth in UCA §17B-1-508(3)(b), (3)(c) or Section 17B-1-509.

WHEREAS, the area proposed for withdrawal from the boundaries of the Wildland Fire Service Area is currently in the process of being annexed into the North Summit Fire Service District, a special service district that provides fire protection services to areas within its boundaries.

NOW, THERFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE WILDLAND FIRE SERVICE AREA, that

Section 1: The Wildland Fire Service Area does hereby de-annex or withdraw from its jurisdiction the Property as described more fully in Exhibit A attached hereto. This resolution shall be taken as a resolution to de-annex all of such lands described in Exhibit A and such lands shall no longer fall under the jurisdiction of the Wildland Fire Service Area.

Section 2: The provisions of this resolution shall apply to de-annexation of all areas identified in Exhibit A and shall not apply to territories not described therein.

Section 3: Upon the Utah State Lieutenant Governor's issuance of a certificate of withdrawal under UCA §67-1a-6.5, the withdrawal shall be effective.

GIVEN by order of the legislative body of Summit County, this ____ day of _____, 2014.

_____
Chairperson

ATTEST:

_____County Clerk

EXHIBIT A

The area proposed for withdrawal from the Summit County Wildland Fire Service Area is within Tollgate Canyon, including but not limited to Forest Meadows and Pinemeadow Ranch. The area is more specifically described as follows:

TOLLGATE CANYON, SUMMIT COUNTY WILDLAND FIRE AREA DE-ANNEXATION

Located in Sections 9,10,15,16,17,20,21,22,27 & 28 T1N R4E SLBM

BEGINNING AT THE NORTHEAST CORNER OF SECTION 10, T1N R4E; THENCE SOUTH ALONG THE EAST SECTION LINE OF SECTION 10 TO THE NORTHEAST CORNER OF SECTION 15, T1NR4E; THENCE SOUTH ALONG THE EAST SECTION LINE OF SECTION 15 TO THE SOUTHEAST CORNER OF SECTION 15, T1NR4E; THENCE EAST TO THE NORTHEAST CORNER OF SECTION 22, T1N R4E; THENCE SOUTH ALONG THE EAST SECTION LINE OF SECTION 22 TO THE NORTHEAST CORNER OF SECTION 27, T1N R4E; THENCE SOUTH ALONG THE EAST SECTION LINE OF SECTION 27 TO THE NORTHEAST CORNER OF SECTION 34, T1NR4E; THENCE SOUTH TO A POINT WHICH IS NORTH 1320' M/L FROM THE SOUTHEAST CORNER OF SECTION 34, T1N R4E; SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 34; THENCE WEST TO A POINT WHICH IS NORTH 1320'M/L FROM THE SOUTHWEST CORNER OF SAID SECTION 34, T1N R4E; SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 34; THENCE NORTH ALONG THE WEST SECTION LINE OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF SECTION 28, T1N R4E; THENCE WEST TO THE SOUTH ¼ CORNER OF SAID SECTION 28; THE NORTH TO THE CENTER OF SECTION 28, T1N R4E; THENCE WEST TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTH WEST ¼ OF SECTION 28, T1N R4E; THENCE SOUTH TO THE SOUTH LINE OF SECTION 28, T1N R4E; THENCE ALONG SAID SECTION LINE WEST TO THE SOUTHWEST CORNER OF SEC 28, T1N R4E; THENCE ALONG SAID SECTION LINE NORTH TO THE SOUTHEAST CORNER OF SECTION 20, T1N R4E; THENCE ALONG SAID SECTION LINE WEST TO THE POINT INTERSECTING THE MORGAN/SUMMIT COUNTY LINE; THENCE MEANDERING ALONG THE MORGAN/SUMMIT COUNTY LINE NORTHEASTERLY THROUGH SECTIONS 20,17,16, & 9 T1N R4E TO THE POINT INTERSECTING THE NORTH SECTION LINE OF SECTION 9, T1N R4E; THENCE EAST ALONG THE NORTH SECTION LINE OF SECTION TO THE NORTHEAST CORNER OF SECTION 9, T1N R4E; THENCE EAST ALONG THE NORTH SECTION LINE OF SECTION 10, T1N R4E TO THE POINT OF BEGINNING.

EXHIBIT B

RESOLUTION NO._____

A RESOLUTION APPROVING THE ANNEXATION OF THE TOLLGATE CANYON AREA INTO THE BOUNDARIES OF THE NORTH SUMMIT FIRE SERVICE DISTRICT SUMMIT COUNTY, UTAH

WHEREAS, pursuant to Utah's Special Service District Act, Utah Code Annotated ("UCA") §17D-1-101 *et. seq.*, a petition was filed with Summit County proposing that the Tollgate Canyon area be annexed into the boundaries of the North Summit Fire Service District; and

WHEREAS, said petition was signed by at least 10% of the registered voters residing within the area proposed to be annexed into the boundaries of the North Summit Fire Service District; and

WHEREAS, the boundaries of the area to be annexed into the North Summit Fire Service District are as set forth in Exhibit A attached hereto; and

WHEREAS, Summit County provided written notice of the petition pursuant to UCA §17D-1-205 and the Summit County Council ("SCC") held a public hearing on January 8, 2014 at which time interested persons had the opportunity to protest the annexation of the Tollgate Canyon area into the boundaries of the North Summit Fire Service District. The SCC heard and considered all interested persons desiring to be heard and full consideration was given by the SCC to any written protests filed. No oral protests to annexation into the district were made at the public hearing, nor were written protests made prior to the public hearing or within sixty days thereafter; and

WHEREAS, pursuant to UCA §17D-1-401, a county may not annex an area to an existing special service district if a local district provides to that area the same service that the special service district is authorized to provide;

WHEREAS, the Tollgate Canyon area that is the subject of this petition to annex into the boundaries of the North Summit Fire Service District has just been withdrawn from the boundaries of the Wildland Fire Service Area.

NOW THEREFORE, BE IT RESOLVED by the County Council of Summit County, Utah, as follows:

Section 1. The SCC has heretofore considered each and every protest filed and has heard each and every person who wished to be heard in protest against the annexation of property into the North Summit Fire Service District. No written protests were filed with regard to the proposed

annexation.

Section 2: The SCC, after consideration of all protests filed, written or oral, hereby finds and determines that it did not receive enough "adequate protests" as that term is defined by UCA §17D-1-102 to defeat annexation of the proposed area into the North Summit Fire Service District.

Section 3: The SCC hereby finds and determines that no part of the territory included within the boundaries of the area proposed to be annexed into the District is included within the area of any other special service district or local district providing the same services proposed to be supplied by the District and that there are no incorporated cities or towns that will be annexed into the District. The SCC further finds and determines that the area to be annexed into the North Summit Fire Service District will be benefitted by the fire protection services provided by said District.

Section 4: The territory proposed for annexation to the North Summit Fire Service District is set forth specifically in Exhibit A to this Resolution, which is incorporated herein as though fully set forth.

Section 5: The services which shall be provided within the area proposed for annexation to the District are all of the services which are provided by the North Summit Fire Service District at the time and date of this resolution, i.e., 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. The District may have the authority to impose fees and/or charges to pay for all or part of the services to be provided to the area proposed for annexation into the District. It may also annually levy taxes upon all taxable property within the area proposed to be annexed into the district.

Section 6: The officers and employees of Summit County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 7: Summit County Code Title 2, Chapter 25, "North Summit Fire Service District" governs the procedures for the management of the District as well as the procedures of the management of this newly annexed property into the boundaries of the District.

Section 8: The County Clerk is hereby authorized and directed to file a copy of this Resolution as finally approved in the Summit County Recorder's Office within five days from the date hereof.

Section 9: Pursuant to UCA §17D-1-403, within thirty (30) days after the SCC adopts this Resolution, the SCC shall file with the Lieutenant Governor's Office a copy of a notice of an impending boundary action as defined by UCA §67-1a-6.5 that meets the requirements of UCA §67-1a-6.5(3) and a copy of an approved final local entity plat as defined by UCA §67-1a-6.5. Upon the Lieutenant Governor's issuance of a certificate of annexation, the SCC shall, pursuant to UCA §67-1a-6.5, submit to the Summit County Recorder the original notice of an impending boundary action, the original certificate of annexation, the original approved final local entity

plat; and a certified copy of the resolution approving the annexation. Until these records are recorded, the County may not levy or collect a property tax for special service district purposes on property within the annexed area and the District may not levy or collect an assessment on property within the annexed area or charge or collect a fee for service provided to property within the annexed area.

Section 10: If any one or more sections, sentences, clauses or parts of this Resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect, impair or invalidate the remaining provisions of this Resolution, but shall be confined in its operation to the specific sections, sentences, clauses or parts hereof held unenforceable or invalid. The unenforceability or invalidity of any section, sentence, clause or part of this Resolution in any one or more instances shall not affect or prejudice in any way the enforceability or validity of this Resolution in any other instance.

Section 11: All resolutions and regulations of the County which may be inconsistent or in conflict with this Resolution are amended to conform to the provisions of this Resolution to the extent only of such conflict or inconsistency. This repealer shall not be construed to revive any resolution or regulation, or part thereof, heretofore repealed.

Section 12. This Resolution shall take effect immediately upon its passage.

GIVEN by order of the legislative body of Summit County, this ____ day of _____, 2014.

_____
Chairperson

ATTEST:

_____County Clerk

EXHIBIT A

The area proposed for annexation into the North Summit Fire Service District is within Tollgate Canyon, including but not limited to Forest Meadows and Pinemeadow Ranch. The area is more specifically described as follows:

TOLLGATE CANYON, SUMMIT COUNTY
NORTH SUMMIT FIRE SERVICE DISTRICT ANNEXATION

Located in Sections 9,10,15,16,17,20,21,22,27 & 28 T1N R4E SLBM

BEGINNING AT THE NORTHEAST CORNER OF SECTION 10, T1N R4E; THENCE SOUTH ALONG THE EAST SECTION LINE OF SECTION 10 TO THE NORTHEAST CORNER OF SECTION 15, T1NR4E; THENCE SOUTH ALONG THE EAST SECTION LINE OF SECTION 15 TO THE SOUTHEAST CORNER OF SECTION 15, T1NR4E; THENCE EAST TO THE NORTHEAST CORNER OF SECTION 22, T1N R4E; THENCE SOUTH ALONG THE EAST SECTION LINE OF SECTION 22 TO THE NORTHEAST CORNER OF SECTION 27, T1N R4E; THENCE SOUTH ALONG THE EAST SECTION LINE OF SECTION 27 TO THE NORTHEAST CORNER OF SECTION 34, T1NR4E; THENCE SOUTH TO A POINT WHICH IS NORTH 1320' M/L FROM THE SOUTHEAST CORNER OF SECTION 34, T1N R4E; SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 34; THENCE WEST TO A POINT WHICH IS NORTH 1320'M/L FROM THE SOUTHWEST CORNER OF SAID SECTION 34, T1N R4E; SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 34; THENCE NORTH ALONG THE WEST SECTION LINE OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF SECTION 28, T1N R4E; THENCE WEST TO THE SOUTH ¼ CORNER OF SAID SECTION 28; THE NORTH TO THE CENTER OF SECTION 28, T1N R4E; THENCE WEST TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTH WEST ¼ OF SECTION 28, T1N R4E; THENCE SOUTH TO THE SOUTH LINE OF SECTION 28, T1N R4E; THENCE ALONG SAID SECTION LINE WEST TO THE SOUTHWEST CORNER OF SEC 28, T1N R4E; THENCE ALONG SAID SECTION LINE NORTH TO THE SOUTHEAST CORNER OF SECTION 20, T1N R4E; THENCE ALONG SAID SECTION LINE WEST TO THE POINT INTERSECTING THE MORGAN/SUMMIT COUNTY LINE; THENCE MEANDERING ALONG THE MORGAN/SUMMIT COUNTY LINE NORTHEASTERLY THROUGH SECTIONS 20,17,16, & 9 T1N R4E TO THE POINT INTERSECTING THE NORTH SECTION LINE OF SECTION 9, T1N R4E; THENCE EAST ALONG THE NORTH SECTION LINE OF SECTION TO THE NORTHEAST CORNER OF SECTION 9, T1N R4E; THENCE EAST ALONG THE NORTH SECTION LINE OF SECTION 10, T1N R4E TO THE POINT OF BEGINNING.

STAFF REPORT

To:	Summit County Council (SCC)
From:	Amir Caus, County Planner
Date of Meeting:	July 16, 2014
Type of Item:	Tanger Retail Expansion Development Agreement - Public Hearing, Possible Action
Process:	Legislative

RECOMMENDATION: Staff has reviewed the application for compliance with all standards in the Snyderville Basin Development Code and has found that it meets the minimum required for approval. Staff recommends that the Summit County Council review the proposed Development Agreement, conduct a public hearing and vote to approve the proposed Tanger Retail Addition Development Agreement pursuant to the findings of fact, conclusions of law and conditions of approval found in this staff report.

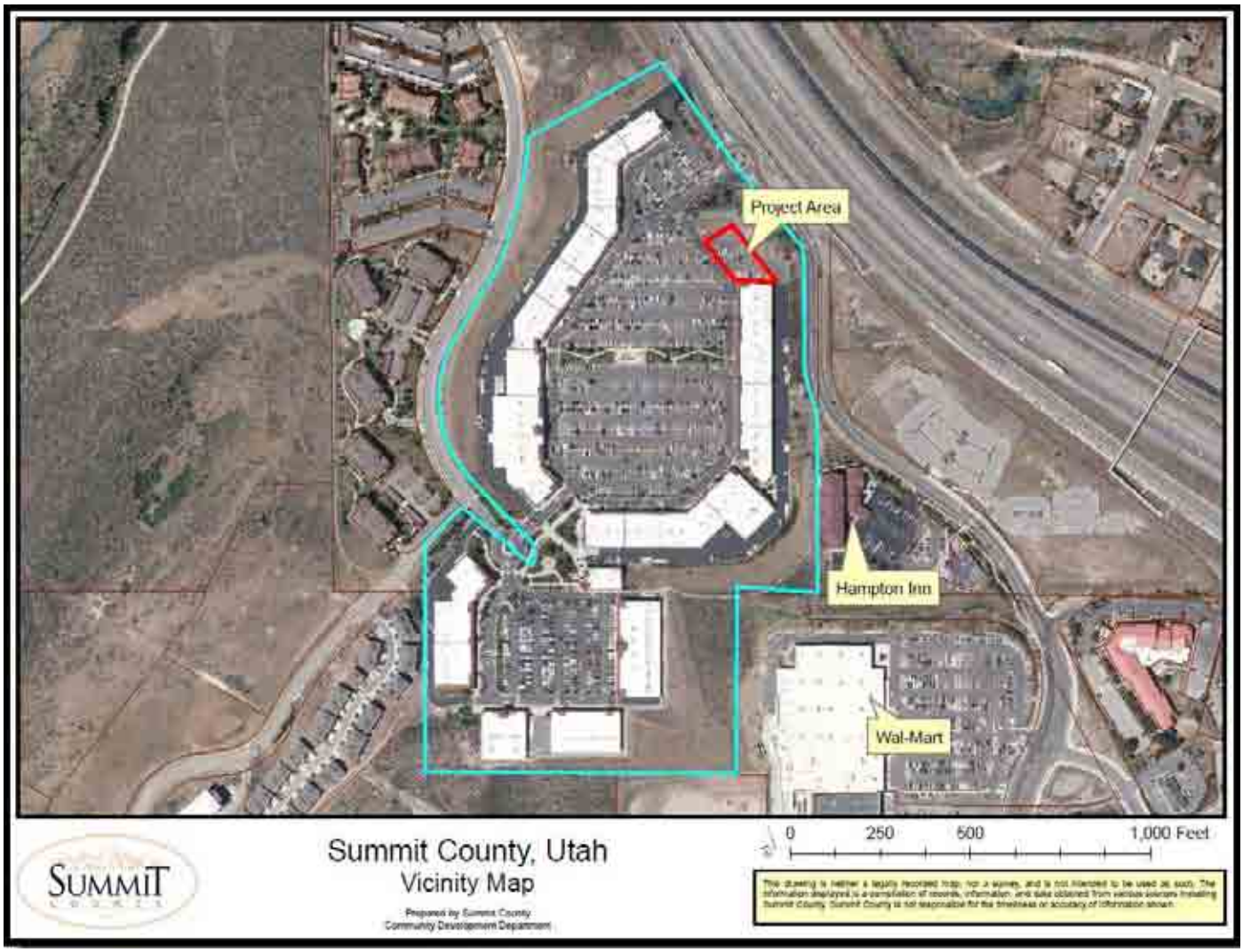
Project Description

Project Name:	Tanger Outlet Retail Expansion Development Agreement
Applicant(s):	David P. Rose
Property Owner(s):	COROC Park City LLC
Location:	6699 Landmark Drive, Kimball Junction, Summit County
Zone District:	Town Center (TC)
Parcel Number and Size:	FSE-1, 37.32
Type of Process:	Legislative
Final Land Use Authority:	Summit County Council

Proposal

The applicant is requesting that the SCC vote to approve the Tanger Outlets Retail Expansion Development Agreement. The proposed expansion is 23,500 sq. ft. total with 21,270 sq. ft. of gross leasable area used for retail and 2,230 sq. ft. of storage space.

Vicinity Map



Background

Tanger Outlet, formerly the Factory Store Outlet was originally built in 1985 with 208,669 sq. ft. In 1999 the Summit County Board of County Commissioners approved a 106,835 sq. ft. addition to the center through the Specially Planned Area and Development Agreement provisions of the Snyderville Basin Development Code. During the 1999 amendments, the applicants eliminated approximately 5,500 sq. ft. of the existing retail space to accommodate a recreation/playground area. According to the Summit County Assessor's Office, the total square footage today is 322,804 sq. ft.

The existing uses are retail, management offices, and a small Summit County Sheriff satellite office.

On January 15, 2014, the SCC approved a SPA designation for a 23,500 sq. ft. retail addition to the existing Tanger Outlets. As part of the SPA, a Development Agreement is required to finalize the project. The Development Agreement lays out the specifics such as the design criteria, signage, types of uses allowed, and community benefits.

On June 24, 2014, the Snyderville Basin Planning Commission forwarded a positive recommendation the SCC for the proposed Tanger Retail Addition Development Agreement with few minor changes to the body of the document and the exhibits. The applicant has not been able to make the subject changes and submit them in time for the publication of this Staff Report; however the recommended changes and notes can be seen in the exhibit package. A condition of approval has been added that Staff review and approve the final package prior to the recordation of the proposed document.

Analysis

As part of the SPA designation, the project included a 6.78 unit affordable housing requirement as calculated per Chapter 5 of the Snyderville Development Code. The applicant has decided to pay the required via a fee-in-lieu which comes to $587,215.

The Community Incentives that the applicant will provide are an additional $373,275 affordable housing fee-in-lieu, a 10 foot wide right-of-way dedication along Kilby/Landmark which is valued at $39,180, realignment and improvements of the Millennium Trail valued at $57,000, and the installation of the Chamber Maxx system for extra runoff control and purification valued at $169,140. The total valuation for the community incentives is $638,595.

The total affordable housing fees value at $960,490.

The proposed Development Agreement (Exhibits A and B) paves the way for all of the incentives and requirements.

Traffic

The Engineering Department has reviewed the latest traffic report and finds it acceptable. Part of the report requires a trip reduction program. As a result of reduced impact, the Transportation Impact Fee associated with a building permit, will be reduced accordingly.

Uses

The applicant has expressed that they do not wish to be limited to only a retail use as recommended by the Snyderville Basin Planning Commission and conditioned by the final SCC approval of the SPA designation. The applicant has proposed as part of the Development Agreement to allow for Retail Sales, General; Retail Sales, Camping; Retail Sales, Furnishings; “food court” sales; Indoor Sports/Gym/Workout facility; Veterinarian – Small Animal in conjunction with Pet Store uses to be allowed in the 23,500 sq. ft. expansion.

Staff recommends that the SCC discuss this further.

Other

- Staff and the Attorney's Office have recommended that the references of "commercial infill" from the original Tanger Development Agreement be removed to keep a clear line of separation between the two.

- Anchor signage to be clarified by setting a square footage cut off. The current Tanger Development Agreement allows for a 60 sq. ft. sign. Since Nike is the only anchor store in the project and is approximately 15,000 sq. ft. in size, Staff recommends that the cut-off be at 10,000 sq. ft. The SCC may wish to discuss this further.

- Architectural details, full landscaping site plans and schedules will be added as exhibits to the proposed Development Agreement.

- Further lighting details to be added as per the Snyderville Basin Planning Commission.

- Millennium trail exhibits did not align on all exhibits, therefore the final exhibits will be amended to recognize final approval.

- Snow storage located on top of trails will be removed as part of overall exhibit finalization.

- An acknowledgement of the Rec District fence repair will be added.

- Trail on west end is to be shown as being improved on all exhibits.

Criteria for Approval:

The applicant is seeking approval for the Tanger Outlet Retail Expansion Development Agreement which will govern the 23,500 sq. ft. retail additon. Development Agreements are governed by Section 10-3-19 of the Snyderville Basin Development Code.

1. The development agreement has been duly adopted in accordance with the provisions stated in this Section, unless it comprises an SPA plan, in which case, it is subject to the adoption and approval provisions of Section 10-3-10 of this Title. **COMPLIES**

   ANALYSIS: Previous approvals and the conditioned approvals will ensure that Section 10-3-10 of the Snyderville Basin Development Code is being met.

2. The development agreement includes written consent by each landowner whose properties are included within the area described; **COMPLIES**

ANALYSIS: All parties involved in the subject agreement have stated that they will not be materially injured by the proposed agreement as evidenced by applying for the Development Agreement, previous approvals, and other associated processes involved in the Tanger Outlet Retail Expansion Specially Planned Area.

3. The County Council, after receipt of a recommendation from the Planning Commission and review and consideration of the development agreement, finds that the specific proposals, terms and conditions contained in the agreement promote the intent of the General Plan, result in benefits to the general public that would not otherwise occur under the literal application of this Title, and effectively protect the health, safety and general welfare of the public; a public hearing is required to be held. **COMPLIES**

   ANALYSIS: Staff finds that the proposed Development Agreement effectively protects the public health, safety, general welfare.

4. Development allowed under a development agreement shall comply with appropriate concurrency management provisions of this Title, the infrastructure standards of this Title, and all appropriate criteria and standards described in the development agreement; **COMPLIES**

   ANALYSIS: The project will meet all infrastructure standards as per the Snyderville Basin Development Code, as conditioned though the Development Agreement and as part of the Building Permit review.

5. When appropriate, based on the size of the project, the landowner or applicant agrees to, at a minimum; contribute all capital improvements and facilities necessary to mitigate the impacts of the project on the County and its special districts; **COMPLIES**

   ANALYSIS: The applicant will be contributing all applicable capital improvements and incentives, as set forth in the Development Agreement, including affordable housing.

6. The landowner or applicant will mitigate all fiscal impacts on the general public; **COMPLIES**

   ANALYSIS: COROC Park City LLC will assume all fiscal impacts associated with the Tanger Outlet Retail Expansion SPA.

7. Development shall not be permitted to create unacceptable construction management impacts; **COMPLIES**

   ANALYSIS: The proposed Tanger Outlet Retail Expansion Development Agreement includes specific construction and architectural standards that will govern development and uses within the Tanger Outlet Retail Expansion Specially Planned Area. Standards will be monitored by the Summit County Engineering and Building Departments.

8. While a creative approach to the development and use of the land and related physical facilities may be allowed by a development agreement, all development approved in the agreement shall meet or exceed development quality objectives of the General Plan and this Title; **COMPLIES**

   ANALYSIS: The Snyderville Basin General Plan calls for a socially viable area at Kimball Junction, therefore the proposed development further promotes such goals.

9. The development shall be consistent with the goal of orderly growth and minimize construction impacts on public infrastructure within Snyderville Basin; **COMPLIES**

   ANALYSIS: The proposed expansion is to be built in an area that has access to existing infrastructure, including water, sewer, roads, etc., which minimizes impacts on public infrastructure.

10. The development shall protect life and property from natural and manmade hazards; **COMPLIES**

    ANALYSIS: No development will take place on sensitive land.

11. The development shall prevent harm to neighboring properties and lands, including nuisances. (Ord. 323, 3-9-1998) **COMPLIES**

    ANALYSIS: There are no immediate developments that will be impacted by the Tanger Outlet Retail Expansion, however the applicant has identified possible nuisances such as lighting, development placement, development standards, and have taken specific measures through the proposed Development Agreement to decrease any nuisances.

Recommendation

It is staff's finding that the amendment request meets the applicable standards in the Snyderville Basin Development Code and the Tanger Retail Expansion SPA designation. Staff recommends that the Summit County Council vote to approve the proposed Tanger Retail Expansion Development Agreement according to the following findings of fact, conclusions of law and conditions of approval:

Findings of Fact:

1. Tanger Outlet, formerly the Factory Store Outlet was originally built in 1985 with 208,669 sq. ft.
2. In 1999 the Summit County Board of County Commissioners approved a 106,835 sq. ft. addition to the center through the Specially Planned Area and Development Agreement provisions of the Snyderville Basin Development Code.

3. COROC Park City LLC is the owner of the property identified as Parcel FSE-1, located at 6699 Landmark Drive, Kimball Junction, Summit County, UT.
4. On January 15, 2014, the Summit County Council approved a Specially Planned Area designation for the Tanger Outlet Retail Addition.
5. The Specially Planned Area approval conditioned that the Snyderville Basin Planning Commission is the recommending body for the Tanger Outlet Retail Addition Development Agreement.
6. Public notice of the public hearing was published in the July 12, 2014 issue of *The Park Record.*
7. Postcard notices announcing the public hearing were mailed to property owners within 1,000 feet of the subject parcels on July 1, 2014.
8. Service providers have reviewed the proposed Development Agreement for compliance with applicable standards.
9. Staff has reviewed the proposed Development Agreement for compliance with applicable Development Code standards.
10. The applicant proposes a 23,500 sq. ft. expansion of the Tanger Outlets.
11. The proposed Development Agreement allows for this expansion.
12. A total of $960,490 will be paid within one year of receiving a building permit.
13. On June 24, 2014, the Snyderville Basin Planning Commission forwarded a positive recommendation the SCC for the proposed Tanger Retail Addition Development Agreement.

Conclusions of Law:

The use is in compliance with Section 10-3-19 (Development Agreement) of the Snyderville Basin Development Code. Namely:

1. The development agreement has been duly adopted in accordance with the provisions stated in Section 10-3-19.
2. The development agreement includes written consent by the landowner;
3. The Summit County Council has reviewed the recommendation from the Snyderville Basin Planning Commission to ensure that the public health, safety and general welfare is promoted;
4. The subject development complies with appropriate concurrency management provisions of the Snyderville Basin Development Code;
5. The landowner will include capital improvements and facilities necessary to mitigate the impacts of the project on the County and its special districts;
6. The landowner will mitigate all fiscal impacts on the general public;
7. The subject development does not create unacceptable construction management impacts;
8. The subject development meets development quality objectives of the Snyderville Basin General Plan and the Snyderville Basin Development Code;
9. The subject development is consistent with the goal of orderly growth and minimize construction impacts on public infrastructure within Snyderville Basin;

10. The subject development protects life and property from natural and manmade hazards; and
11. The subject development prevents harm to neighboring properties and lands, including nuisances.

Conditions of Approval:

1. All service provider requirements shall be met.
2. The Tanger Outlet Retail Addition Development Agreement shall only govern the retail addition portion of the Tanger Outlet property.
3. 21,270 sq. ft. shall be designated as "gross leasable area" and 2,230 sq. ft. shall be designated as "Tanger storage space", not to be used for retail purposes.
4. All dumpsters and compactors shall be completely enclosed, prior to commencement of construction.
5. All community incentives shall be provided prior to commencement of construction.
6. All shipping containers and temporary storage facilities shall be removed and remain prohibited on the property.
7. The payment of the "fee in lieu" for the affordable housing will occur at the issuance of the building permit for the proposed Expansion.
8. A traffic reduction program as per the Engineering Department shall be implemented as part of the transportation mitigation.
9. LED lighting shall be used for the addition.
10. All exhibits that relate to site planning and architecture shall be wet stamped by the Engineer and the Architect.
11. To ensure compliance and spirit of the approval, Staff shall review the final language and exhibits for the proposed Development Agreement prior to recordation.
12. If any conflicts arise during the review of the recordation documents, Staff shall return the application before the Summit County Council for a decision.

Public Notice, Meetings and Comments

This item was publicly noticed as a public hearing with possible action by the Summit County Council. Notice of the public hearing was published in the issue of The Park Record. Courtesy postcards were mailed to all property owners within 1,000 feet of the subject Parcel.

As of the date of this report, no public comment has been received.

Attachments

Exhibit A – Proposed Development Agreement with Staff comments
Exhibit B – Book of Exhibits with Staff comments
Exhibit C – January 15, 2014 SCC Minutes

DEVELOPMENT AGREEMENT

FOR THE TANGER FACTORY OUTLETS AT PARK CITY
(formerly known as The Factory Stores @ Park City)

SPECIALLY PLANNED AREA (SPA) PLAN

SNYDERVLLLE BASIN, SUMMIT COUNTY, UTAH

MAY 2014

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WHEN RECORDED RETURN TO:

Summit County Clerk
Summit County Courthouse
60 North Main
Coalville, Utah 84017

DEVELOPMENT AGREEMENT
FOR THE TANGER FACTORY OUTLETS AT PARK CITY
(formerly known as The Factory Stores @ Park City)
SPECIALLY PLANNED AREA (SPA) PLAN
SNYDERVLLLE BASIN, SUMMIT COUNTY, UTAH

THIS DEVELOPMENT AGREEMENT FOR THE TANGER FACTORY OUTLETS AT PARK CITY (formerly known as The Factory Stores @ Park City) SPECIALLY PLANNED AREA (SPA) PLAN SNYDERVILLE BASIN, SUMMIT COUNTY, UTAH (sometimes referred to herein as this "***Development Agreement***" or "***Agreement***") is entered into effective as of this _____ day of May, 2014 (the "***Effective Date***"), by and between COROC-PARK CITY L.L.C., a Delaware limited liability company and the successor in interest of R. R. PARK CITY, INC. (the "***Developer***") and SUMMIT COUNTY, a political subdivision of the State of Utah, by and through its Summit County Council.

WHEREAS, Developer owns about 37.3 acres of real property and appurtenant real property rights located in Summit County, Utah, as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "***Land***").

WHEREAS, the Land is currently improved as a retail outlet shopping center known as the Tanger Outlet Center (formerly known as The Factory Stores @ Park City) (the "***Tanger Outlets***").

WHEREAS, the Tanger Outlets possess approximately 300,602 square feet of gross leaseable shopping area and are served by 1,359 parking spaces.

WHEREAS, the Tanger Outlets are presently governed by the zoning and other land use regulations set forth in Development Agreement For The Factory Stores @ Park City Specially Planned Area (SPA) Plan and The Factory Stores @ Park City Specially Planned Area Zone District.

WHEREAS, The Factory Stores @ Park City Development Agreement (1999) and The Factory Stores @ Park City SPA (1999) allowed for perpetual five (5) year renewals upon notice of Developer and/or the County.

WHEREAS, neither Developer nor the County has been able to locate any record of the renewal of The Factory Stores @ Park City Development Agreement (1999) and The Factory Stores @ Park City SPA (1999), thus indicating that the original SPA has expired.

WHEREAS, Developer and the County desire to establish a new Specially Planned Area within the Town Center zone which shall govern the expansion and new development of retail space under the terms of this Agreement.

WHEREAS, Developer desires to complete its construction of the North Phase of the outlet center by extending its existing retail building by approximately 21,270 square feet of gross, leasable retail space (with about 2,230 square feet of storage space) onto an adjoining parking area that presently contains forty-four parking spaces (the "***Expansion Building***"). This portion of the Land on which the Expansion Building will be built is more particularly described in Exhibit "B" attached hereto and incorporated herein (the "***Expansion Land***").

WHEREAS, as part of Developer's construction of the Expansion Building, Developer plans to make certain improvements to the Land's existing wetlands.

WHEREAS, as part of this expansion Developer further intends to make several substantial contributions to the Snyderville Basin community and the neighborhood in which the Land is located including, but not limited to, improving those sections of the Millennium Trail that pass on the north and west sides of the Land, granting a right of way across the Land to the County for future widening of Landmark and Kilby Roads, improving the visual quality of the community by screening the east side of the existing stores of the North Phase, making excess monetary contributions to enhance moderate income housing within the community and providing all of the other community and neighborhood benefits described herein.

WHEREAS, Developer and the County desire to enter into this Agreement in order to receive the benefits of the Expansion described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Article 1
DEFINITIONS

1.1. "***Approved Uses***" means the approved uses which are shown on the Final Site Plan (defined below).

1.2. "***Architectural Design Guidelines***" means the Architectural Design Guidelines for the Expansion Land and Expansion Building, a copy of which is included as Exhibit D in the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits.

1.3. "***Building Permit***" means a permit issued pursuant to the requirements of the Code, International Building Code and related building codes as applicable in the Snyderville Basin Planning District, including permits for grading, footings and foundations and construction of other improvements.

1.4. "***Building Permit Date***" means the date on which the Building Permit for the Expansion is issued to the Developer.

1.5. "***Code***" means the Snyderville Basin Development Code.

1.6. "***Commercial Infill***" means those areas on the Land identified in The Factory Stores @ Park City Development Agreement (1999) for future construction and development of land uses similar to those used for the Retail Office designation. The Factory Stores @ Park City Development Agreement (1999) identifies the Expansion Land as one such "Commercial Infill" area, allowing for expansion of commercial retail uses on this part of the Land. The Factory Stores @ Park City Development Agreement (1999) states that its Commercial Infill designation for such areas is "intended to provide flexibility for the Factory Stores to adapt to changing economic conditions, and community requirements. These areas will allow for expansion of commercial retail ~~and office~~ uses that are compatible with the nature of the Factory Stores." Likewise, Summit County Ordinance No. 367 authorizes future construction and development of the Commercial Infill as being part of those "development phases which are specifically identified in the [Factory Stores @ Park City] Development Agreement." Nevertheless, Developer and the County agree that this Development Agreement only authorizes the creation of the additional, approximate 21,270 square feet of gross, leaseable retail space (with about 2,230 square feet of storage space) by extending the existing building on the northeast corner of the Land, together with the other, non-retail space improvements to certain of the Tanger Outlets' common areas described in further detail herein, and that it does not grant the right to retail expansion in other areas of the Tanger Outlets.

Comment [A1]: There was some discussion of taking out this paragraph entirely but not sure if there was consensus on this or on just striking the "office" provision.

1.7. "***Comprehensive Sign Plan***" shall have the meaning given in Article 4.13 below.

1.8. "***County***" means Summit County, a political subdivision of the State of Utah, by and through its Summit County Council.

1.9. "***Developer***" means COROC-PARK CITY L.L.C., a Delaware limited liability company, and its assignees or transferees.

1.10. "***Development Agreement***" means this Development Agreement.

1.11. "***Development Application***" means an application to the County for development of the Expansion Land with the Expansion Building (and related improvements to Tanger Outlets' common areas) including a building permit or any other permit, certificate or other authorization from the County required for development of the Expansion Land. This development is referred to herein as the Expansion and is further described below.

1.12. "***Development Improvements Agreement***" or "***DIA***" means an agreement, more particularly described in Article 4.9 herein, incorporating approved development plans and by which Developer covenants to complete all required development improvements for the Expansion no later than twenty-four (24) months following Effective Date unless an extension is permitted by the County Manager upon written request of Developer, which requested extension will not be unreasonably refused, conditioned or delayed. The agreement must be approved by the County Manager and may also require Developer to complete and dedicate any required public improvements.

1.13. "***Director*"** means the Summit County Community Development Director.

1.14. "***Effective Date***" has the meaning given in the introductory paragraph on Page 1 of this Agreement.

1.15. "***Expansion***" means the development of the Expansion Land with the construction of the Expansion Building together with the other development activities described hereafter in their entirety.

1.16. ***"Expansion Building"*** has the meaning set forth in the recital paragraphs above.

1.17. "***Expansion Land***" has the meaning set forth in the recital paragraphs above and as depicted in Exhibit B.

1.18. "***Final Site Plan***" means the Final Site Plan which is included in the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits including the legal descriptions of the Land and the Expansion Land, the establishment of the Approved Uses, development layout, architectural, landscaping, lighting, and other development details for the Project. The Expansion will not involve a subdivision of the Land or a creation of a new lot. The Expansion Land will continue to be part of the parcel of the Land that it was before the construction of the Expansion Building occurs. The Expansion is shown on the Final Site Plan in Exhibit C to the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits.

1.19. "***General Plan***" means the Snyderville Basin General Plan of the County.

1.20. "***Land***" has the meaning set forth in the recital paragraphs above and as depicted in Exhibit A.

1.21. "***Land Use Laws***" means zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations existing and in force for the County as of the date of this Development Agreement, and as may be amended from time to time.

1.22. "***Land Use Plan***" means the Tanger Factory Outlets Land Use Plan 2014, a copy of which is included as Exhibit G in the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits, which reflects the location and configuration of commercial development of the Expansion Land and amenities within the Tanger Outlets, the existing Land and its improvements which shall remain unchanged except as expressly provided otherwise in this Development Agreement, and the location and configuration of the Public Facilities.

1.23. "***Landscaping Plan***" means the landscaping plan that shall be carried out by the Developer within the Tanger Factory Outlets SPA as part of the Expansion, a copy of which is included as Exhibit H in the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits.

1.24. "***Lighting Plan***" means the lighting standards and improvements for the Expansion that shall be carried out by Developer within the Tanger Factory Outlets SPA, which is included as Exhibit I in the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits.

1.25. "***Low Impact Development***" means when specifically designated as a Low Impact Activity in the Development Agreement, such uses shall be subject to a Low Impact Permit review and approval by the Director in accordance with the provisions in the Tanger Factory Outlets SPA Plan and all applicable provisions of the Snyderville Basin Development Code.

1.26. "***North Phase***" means the construction completed prior to 1999 of the original 211,457 square feet of retail shops and 1,084 parking spaces immediately south of Landmark Drive and Kilby Road known as the Tanger Factory Outlets.

1.27. "***Planning Commission***" means the Snyderville Basin Planning Commission.

1.28. "***Permitted Uses***" means the uses allowed for the Expansion Land as specifically set forth in Exhibit "C" hereto and in Exhibit "J" in the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits.

1.29. "***Project***" means the same thing as the "***Expansion***".

1.30. "***Public Facilities***" means those arterial and access roads and the other public infrastructure or public service facilities serving the Tanger Outlets.

1.31. "***South Phase***" means the development of the south phase of the Tanger Outlets that was completed in about 2000-2001. The construction of the South Phase involved the removal of 5,500 square feet of then existing retail shops, the addition of approximately 94,645 square feet of retail shops, and the addition of approximately 275 parking spaces to the Tanger Outlets on the southern part of the Land. After the South Phase was finished, the Tanger Outlets consisted of 300,602 square feet of retail shops with 1,359 parking spaces.

1.32. "***SPA***" means a Specially Planned Area under the Code.

1.33. "***Summit County Council***" means the Summit County Council, State of Utah.

1.34. "***Tanger Outlets***" means the commercial village previously constructed on the 37.3 acres of the Land located in Summit County, Utah, comprised of retail shops known as the Tanger Factory Outlets (formerly known as The Factory Stores @ Park City) which currently occupy approximately 300,602 square feet and are served by 1,359 parking spaces. Tanger Outlets in its current form is described in greater detail in The Factory Stores @ Park City Development Agreement (1999) and The Factory Stores @ Park City SPA (1999). The Expansion will occur within and be part of Tanger Outlets.

1.35. "***The Factory Stores @ Park City Development Agreement (1999)***" means that certain Development Agreement dated October 18, 1999 promulgated as Summit County Ordinance No. 368, recorded with the Summit County Recorder at Page Nos. 01168-01169, Book No. 01291 as Entry No. 00550997, pursuant to which the County and the Developer first entered into a Development Agreement for The Factory Stores @ Park City SPA (1999) including, without limitation, the South Phase (the North Phase having been previously developed).

1.36. "***The Factory Stores @ Park City SPA (1999)***" means Summit County Ordinance No. 367 adopted on or about August 2, 1999 first designating The Factory Stores @ Park City as a SPA.

1.37. "***Tanger Factory Outlets SPA***" means the Tanger Factory Outlets Specially Planned Area Zone District adopted by Ordinance _____ for the purposes of allowing the adoption of a comprehensive development plan specifically required to establish the permitted uses, development locations, programs and other features necessary for the Expansion and other development related thereto.

1.38. "***Tanger Factory Outlets SPA Plan***" means the comprehensive plan set forth in this Development Agreement, which shall designate all development parameters, site plans, land use locations, densities, pocket parks and trails, and other open space modified or improved on those select portions of the Land as part of the Expansion and as described in the Tanger Factory Outlets SPA. The Tanger Factory Outlets SPA Plan also will show the approximate location of public amenities which service the Expansion Building and a visual representation of the Developer's obligations, commitments, and contributions made to carry out the development of the Expansion.

1.39. "***Tanger Factory Outlets SPA Plan 2014 Book of Exhibits***" means that portion of the Tanger Factory Outlets SPA Plan which shall contain concept and specific plans that shall be used to guide all development for the Expansion in the Tanger Factory Outlets SPA. The Tanger Factory Outlets SPA Plan 2014 Book of Exhibits shall be deemed a part of this Development Agreement as fully as if set forth herein at length and shall be binding upon all parties hereto.

Article 2
RECITALS

2.1. The recital paragraphs set forth on Pages 1 and 2, the recital paragraphs in this Article 2, and the findings set forth in Article 3, are an integral part of this Development Agreement and are a part of the consideration for each party's entry into this Development Agreement.

2.2. The County has reviewed and approved the Expansion through the adoption of the Tanger Factory Outlets SPA, Ordinance No. _____,which sets forth therein land use classifications, commercial densities and development locations.

2.3. This Development Agreement serves to implement the Tanger Factory Outlets SPA, through the adoption of Ordinance No. _____, in accordance with the provisions of the Code and the General Plan.

2.4. This Development Agreement and the Tanger Factory Outlets SPA Plan resolve all issues associated with the development and construction of the Project except as to the performance of any additional obligation as shall be specified in this Development Agreement.

2.5. As it has done with owners of commercial property in other Town Centers, the County has encouraged Developer to employ innovative land planning concepts within the Tanger Factory Outlets SPA in order to provide for infill and redevelopment within the Tanger Outlets in furtherance of the goals of the General Plan.

2.6. Developer has proposed a specific site plan with respect to the Expansion which is incorporated in the Tanger Factory Outlets SPA Plan. The Expansion has been specifically planned in connection with the concepts expressed in The Factory Stores @ Park City Development Agreement (1999) and in response to the more recent direction and guidance from the Director and the Planning Commission regarding the Expansion.

2.7. The County and the Developer therefore desire to establish the Expansion under the SPA provisions of the Code and the General Plan for the purpose of implementing development standards and processes that are consistent therewith.

2.8. This Development Agreement, which implements the Tanger Factory Outlets SPA, provides detailed data regarding the Tanger Outlets site plan, open space, architecture, developer obligations, contributions and other relevant data for the Expansion. The County and Developer agree that each shall comply with the standards and procedures contemplated by the Tanger Factory Outlets SPA, this Development Agreement, the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits, the Code, and the General Plan with respect to all required development approvals.

2.9. Developer and the County desire to clarify certain standards and procedures that will be applied to approvals of Building Permits for the Project and to address requirements for certain public amenities.

2.10. The County also desires to receive certain new public benefits and amenities, and Developer is willing to provide these new public benefits and amenities in consideration of the agreement of the County for increased intensity of uses in the Tanger Factory Outlets SPA pursuant to the terms of this Development Agreement.

2.11. The County, acting pursuant to its authority under Utah Code Annotated, Section 17-27a-101 et seq., the Code and the General Plan, has made certain determinations with respect to the proposed Expansion, and, in the exercise of its legislative discretion, has elected to approve the use, density, and general configuration of the Expansion and resulting modifications to the Tanger Outlets pursuant to the Tanger Factory Outlets SPA, resulting in the negotiation, consideration and approval of this Development Agreement, after all necessary public hearings.

Article 3
FINDINGS

The Summit County Council, acting in its legislative capacity, has made the following determinations with respect to the Expansion and this Development Agreement, including all findings of fact and conclusions of law as are necessary to make each of such determinations.

3.1. Following a lawfully advertised public hearing, Developer received a positive recommendation for approval of the Expansion through a Development Agreement by action of the Planning Commission taken on December 10, 2013.

3.2. The County Council held a lawfully advertised public hearing on January 22, 2014, and during a lawfully advertised public meeting on that same date, approved this Development Agreement under the processes and procedures set forth in the Code and General Plan.

3.3. The terms and conditions of approval are incorporated fully into this Development Agreement. In making such approval, the County Council made such findings of fact and conclusions of law as are required as a condition of the approvals, as reflected in the staff recommendation, as reflected in the minutes of the above referenced public meetings, and as reflected by the other enumerated findings herein.

3.4. The Tanger Factory Outlets SPA Plan provide substantial, tangible benefits to the general public of the Snyderville Basin that significantly outweigh those that would be derived if the development occurred under the provisions of the existing zone. The provisions of those benefits and amenities have been taken into consideration by the County in granting increased commercial densities on the Expansion Land.

3.5. The Tanger Factory Outlets SPA Plan as reflected in and conditioned by the terms and conditions of this Development Agreement, is in conformity and compliance with the General Plan, any existing capital improvements programs, the provisions of the Code including concurrency and infrastructure requirements, and all other development requirements of the County.

3.6. The Tanger Factory Outlets SPA Plan contains features which advance the policies, goals and objectives of the General Plan beyond mere conformity including, without limitation, the following:

3.6.1. Construction of LEED qualified Contech ChamberMax drainage facilities constructed under the drive lanes adjoining the Expansion for improved storm water control and runoff;

3.6.2. Construction of Gabion Basket wall along the Expansion to protect the adjacent wetlands;

3.6.3. Relocation and construction of the Millennium Trail off of Landmark Drive on to Tanger Outlets' property with the recording of a perpetual easement to the Snyderville Basin Special Recreation Service District;

3.6.4. Donation of monetary contribution to the County for moderate income housing, which may include transitional housing for the Peace House equal to 4.31 Work Force Unit Equivalents ("WUEs");

3.6.5. Grant of a 10' wide easement across northwest portion of Tanger Outlets to Summit County for future expansion of Kilby Road;

3.6.6. Improvement of the visual quality of the Community by screening the rear area/approach along the east side of the existing Tanger Outlets' building;

3.6.7. Generation of about $8,500,000 in annual gross sales revenue and $140,250 in annual tax revenue;

3.6.8. Infusion of $4,500,000 Construction Investment;

3.6.9. Production of 60 estimated construction jobs for the expansion;

3.6.10. Creation of an estimated 15, recurring, new full time jobs with 35 part time jobs;

3.6.11. Use of creative design and motif by adding faux windows and shutters to the rear, east side of the Expansion; and

3.6.12. Revegetation, upgrades and increased plant diversity added to the existing wetlands.

3.6.13. Improvements made to mass transit and alternative transportation enhancing the Tanger Outlets' bus stop, placing more signage for bus routes through the shopping center together with more bike racks

3.6.14. A traffic reduction program will be required and implemented with the project to reduce transportation impacts in accord with the project Traffic Impact Study, Project Engineering Consultants dated January 2013.

3.7. There are unique circumstances that justify the use of an SPA, including: (i) the necessity for an increase in density; (ii) the Project being located on property already commercially developed as an infill parking lot, substantial improvement to the Millennium Trail and environmental enhancements; (iii) contributions to moderate income housing within the Snyderville Basin; and (iv) the grant of a right of way for future widening of Kilby Road.

3.8. Developer shall comply with all appropriate Concurrency and Infrastructure requirements of the Code, and all appropriate criteria and standards described in this Development Agreement and any amendments hereto, including any applicable impact fees of the County and its Local Districts.

3.9. The Tanger Outlets in its present configuration contains adequate facilities for mitigation of all fiscal and service impacts on the general public (the County and its Local Districts), and no additional capital improvements and facilities are necessary to accomplish these purposes.

3.10. There will be no construction impacts that cannot be mitigated in a manner acceptable to the County.

3.11. The approval of the Expansion will not adversely affect the public health, safety and general welfare of the residents of Summit County.

3.12. The Tanger Factory Outlets SPA Plan meets or exceeds development quality and aesthetic objectives of the General Plan and the Code, is consistent with the goal of orderly growth in Snyderville Basin, and minimizes construction impacts on public infrastructure within the Snyderville Basin.

3.13. The Expansion reasonably assures life and property within the Snyderville Basin is protected from any adverse impact of the development.

3.14. The intensity of uses and development within the Tanger Factory Outlets SPA Plan are established pursuant to the County's application of sound land use policies~~, matrices~~ and related standards similarly utilized for comparable commercial developments within the Kimball Junction Neighborhood and Town Center Zone ~~(the "***Snyderville Basin Development Potential Matrix***")~~ and are hereby implemented pursuant to the Tanger Factory Outlets SPA Plan and this Development Agreement. As part of the use and configuration of the Expansion herein approved, Developer has agreed to provide the amenities identified in this Development Agreement associated with the Expansion Land which have been found to comply with the Snyderville Basin Development ~~Potential Matrix~~Code and General Plan.

3.15. Exemption from Code. The Summit County Council acting pursuant to its authority under Utah Code Annotated 17-27a-101 et. seq., as well as its regulations and guidelines, in the exercise of its legislative discretion, has determined that the Tanger Factory Outlets SPA Plan is exempt from the application of the Code solely to the extent that such a finding may be a condition precedent to approval of this Development Agreement. Where there is a direct conflict between an express provision of this Development Agreement and the Code or General Plan or other land use laws, this Development Agreement shall take precedence; otherwise, the Code, General Plan, or other land use laws shall control.

Article 4
APPROVAL OF THE PROJECT

4.1. Approval. The approval and execution of this Development Agreement by the County and Developer constitutes approval of the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits (listed below), as if fully set forth herein at length and shall be binding upon the Parties hereto.

4.1.1. Land Legal Description (Exhibit A)

4.1.2. Expansion Land Legal Description (Exhibit B)

4.1.3. Final Site Plan (Exhibit C)

4.1.4. Architectural Design Guidelines (Exhibit D)

4.1.5. Comprehensive Sign Plan (Exhibit E)

4.1.6. DIA (Exhibit F)

4.1.7. Land Use Plan (Exhibit G)

4.1.8. Landscaping Plan (Exhibit H)

4.1.9. Lighting Plan (Exhibit I)

4.1.10. Permitted Uses (Exhibit J)

4.1.11. Community Benefits (Exhibit K)

4.1.12. Snow Storage Plan (Exhibit L)

4.2. Approved Use, Density, and Configuration. This Development Agreement shall vest with respect to the Tanger Factory Outlets SPA Plan as to the uses, densities, configuration, massing, design guidelines and methods, development standards, site plans, approval processes, road placements and designs (including size of road), road grades, road curb cuts and connections, and other improvements, as reflected in the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits and all other provisions of this Development Agreement.

4.3. Individual Project. Developer may develop the Project as shown in the Final Site Plan. Developer will apply for a Low Impact Permit and obtain its own Building Permit, pay for its own impact fees and construct its own specific improvements as identified in this Agreement. Nothing herein shall mandate the sequence of events in which construction of the Project will occur.

4.4. Low Impact Permit Required. Prior to submittal of a building permit, Developer must submit, for administrative review, a Low Impact Permit for the Expansion. This shall be submitted in Final Site Plan format to verify the Project is meeting all necessary approval standards as outlined in this Development Agreement.

4.5. Building Permit Required. Subject to Article 6.1, prior to the commencement of the Expansion Building, a Building Permit shall be required from the County in accordance with all applicable requirements of the Code, the International Building Code, and other related codes applicable to the Snyderville Basin Planning District.

4.6. Compliance of Building Permits with Development Agreement. All Building Permits shall comply with the conditions specified in this Development Agreement.

4.7. Construction Mitigation and Management Plan Required. A Building Permit will not be issued for the Expansion until an adequate Construction Mitigation and Management Plan has been established for the Expansion and approved by the County Engineer, who may require reasonable changes to address any unforeseen impacts that occur during construction. The plan shall address the following matters specifically, together with any other related matters identified by the Summit County Community Development Director and Developer:

4.7.1. Revegetation/erosion protection/runoff control;

4.7.2. Site grading;

4.7.3. Dust and debris control;

4.7.4. Recycling construction material waste;

4.7.5. Damage to public roadways as a result of construction;

4.7.6. Traffic control/construction management control;

4.7.7. Hours of construction;

4.7.8. Staging and screening of construction materials and equipment;

4.7.9. Construction lighting, construction security, and fire protection;

4.7.10. Solid Waste Disposal for construction wastes; and

4.7.11. Parking.

4.8. Compliance with Concurrency Management Standards Required. In addition to compliance with the criteria required under the Code, the following service provider and concurrency information shall also be required and reviewed along with any Building Permit. Upon receiving such information, the Director shall prepare a report(s) identifying issues and concerns related to the proposal. The additional information to be provided is as follows:

4.8.1. Water Service. Evidence of coordination with a public or private water service provider, including an agreement for service, an indication of the service area of the proposed water supplier, and a commitment service letter or other binding agreement for the provision of water services.

4.8.2. Fire Service.

4.8.2.1 A letter from the Park City Fire Special Service District indicating that fire hydrants, water lines sizes, water storage for fire protection, and minimum flow for fire protection are adequate. These shall be determined using the standards of the Insurance Services Office which are known as the Fire System Grading Standards. In no case shall minimum fire flow be less than 1,000 gallons per minute for a period of two (2) hours.

4.8.2.2 Written evidence to the County and the Park City Fire Special Service District verifying that an authorized water company shall be responsible for the perpetual and continual maintenance of all fire protection appurtenances, including annual flagging of all hydrants prior to November 1st of each year.

4.8.3. Recreation. A letter from the Snyderville Basin Special Recreation District indicating that all requirements of the District and this Development Agreement have been satisfied.

4.8.4. Other Service Providers. The Director shall secure input regarding the Project from all other affected agencies and service providers, including but not necessarily limited to the County Health Department and Rocky Mountain Power.

4.9. Development Improvements Agreement Required. No building, grading, or other related development permit shall be issued for any Project or structure within the Project until a Development Improvements Agreement ("***DIA***") in a form agreed upon by Summit County and Developer which is consistent with Summit County Code §10-6-8 has been reasonably accepted by the County.

4.9.1. Guaranteed Improvements. Pursuant to Summit County Code §10-6-2 Improvements which shall be guaranteed by Developer include:

4.9.1.1 All utilities, including water and sewer service.

4.9.1.2 All public and private roads, inclusive of all "Civil Improvements" associated with the roadway.

4.9.1.3 All "Civil Improvements" associated with the Final Site Plan.

4.9.1.4 Temporary and permanent, structural and non-structural soil conservation measures.

4.9.1.5 Temporary and permanent, structural and non-structural run off control measures.

4.9.1.6 Required buffering, screening, and landscaping.

4.9.1.7 All public sidewalk/trails shall be constructed, ~~with respect to timing and design,~~ as required by this Development Agreement.

4.9.2. DIA Warranties. The DIA shall establish warranties after completion, schedules for completing all improvements, and remedy provisions in the event of a default. All improvements shall be warranted by Developer for a period of twelve (12) months of normal operation from the date of completion, as established by the County Engineer.

4.10. Legal Description of Expansion Land. The legal description of the Expansion Land included within the SPA zone district is set forth in Exhibit "B" to the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits. The Expansion is included within this legal description. The Expansion will not involve a subdivision of the property or a creation of a new lot. The Expansion is shown on the Site Plan in Exhibit "C"_ to the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits. No property may be added to the legal description of the Expansion for purposes of this Development Agreement, except by written amendment. Unless expressly set forth in this Agreement, this Development Agreement shall not affect any part of the Land or any other land other than the Expansion Land.

Comment [A2]: This is not defined and I'm not sure what it means.

Comment [A3]: Same comment

Comment [A4]: Parking and loading areas are not included. Should they be?
Also other "community benefits" can be included in the DIA like the trash/recycling enclosures and stormwater improvements, Making them part of the DIA would allow for a bond to be held to ensure completion, but may change the timing requirements for completion.

4.11. Lighting Plan Required. The Lighting Plan for the Expansion, which is included in the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits as Exhibit "I," is appropriate for the Project and takes into consideration the existing lighting at the Tanger Outlets. The adopted Lighting Plan includes requirements that to the greatest extent commercially feasible, there be no bleeding or spillover from the lighting and that as technology and energy efficiency improves, use of those technologies are encouraged but not required so long as the intent to limit the impacts of lighting are met.

4.12. Landscaping Plan Required. The Landscaping Plan for the Expansion, which is included in the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits as Exhibit "H", is appropriate for the Project. Developer shall ensure appropriate maintenance of all landscaped material. Simply planting and spray irrigation is not an acceptable level of maintenance. Maintenance shall include a proper root watering schedule, pruning, and other sound landscape maintenance techniques.

4.13. Comprehensive Sign Plan. Although not currently permitted under the Development Code, the County Council, in their legislative capacity hereby finds: 1) that there exists currently, a comprehensive sign plan for The Factory Stores @ Park City SPA (1999); and 2) that the existing sign regulations do not and cannot meet the needs of the Project and that given the nature of the Project and its uses, the Comprehensive Sign Plan which is included in the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits as Exhibit "E," is appropriate for the Project. The Comprehensive Sign Plan addresses all design, size, location, lighting, and other related standards for all commercial business identification signs, residential development identification signs, directional signs, and any other signs that may be contemplated by the Developer.

4.14. Moderate Income Housing Required. In accordance with the Code, Developer is responsible for constructing 6.78 WUEs. Said WUEs may be contributed in the form of a fee as provided in Article 7.1.5 below.

4.15. Specific Conditions and Guidelines. The improvements, amenities and benefits for the Expansion shall be provided by Developer at the times and manner described in Article 7 below and in this Exhibit "K" to the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits.

4.16. Amendments.

4.16.1. Substantial Amendments. Any amendment to this Development Agreement that alters or modifies the Term, permitted uses, increased density or intensity of use, and deletion of any contribution or benefit described in Article 3.6 or Article 7 of this Agreement as described herein, or provisions for reservation and dedication of land, shall be deemed a "Substantial Amendment" and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the Summit County Council pursuant to the Equal Dignities Rule prior to the execution of such an amendment.

4.16.2. Administrative Amendments. Unless otherwise provided by law, all amendments to this Development Agreement that are not Substantial Amendments shall be Administrative Amendments and shall not require a public hearing or recommendation of the Planning Commission prior to the execution by the parties of such an amendment. The Director is hereby empowered to make all final administrative amendment decisions.

4.16.3. Effect of Amendments. Any amendment to this Development Agreement shall be operative only as to those specific portions of this Development Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

4.16.4. Developer Approval. Any amendment to this Development Agreement, whether a Substantial Amendment, Administrative Amendment or other, shall require the approval of Developer.

4.16.5. Additional Property. The Development Agreement may be amended, in accordance with the provisions of this Article 4.15 to include additional Land provided the use of such additional Land shall be consistent with the use of adjacent properties.

4.17. Conflicts.

4.17.1. To the extent there is any ambiguity in or conflict with the provisions of this Development Agreement and the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits (including, without limitation, the Final Site Plan and Architectural Design Guidelines therein), the more specific provision or language ~~of the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits~~ shall take precedence over more general provisions or language of this Development Agreement including the Book of Exhibits.

Comment [A5]: The SPA Book of Exhibits is not always more specific. In fact some Exhibits are merely illustrative and the provisions of the DA are more specific and should control.

4.17.2. The County has reviewed the Code and General Plan and has determined that the Developer has substantially complied with the provisions thereof and hereby finds that the Tanger Factory Outlets SPA Plan is consistent with the purpose and intent of the relevant provisions of the Snyderville Basin Development Code and General Plan. The parties further agree that the omission of a limitation or restriction herein shall not relieve the Developer of the necessity of complying with all applicable County Ordinances and Resolutions not in conflict with the provisions of this Development Agreement, along with all applicable state and federal laws.

Article 5
VESTED RIGHTS

5.1. Vested Rights/Approved Use, Density and Configuration. Upon recordation and subject to the conditions and requirements of this Development Agreement, Developer is hereby vested with respect to the Expansion in the Tanger Factory Outlets SPA Plan as to the uses, densities, configuration, massing, design guidelines and methods, development standards, the Final Site Plan and other approval processes, road placements and size, road curb cuts and connections, and commercial uses, and other improvements on Land, as reflected in the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits and the provisions of this Development Agreement and any amendments hereto. Subject to the conditions and

requirements of this Development Agreement, Developer shall have the vested right to have construction plans and Building Permits approved and to develop and construct the Expansion in accordance with the terms and conditions of this Development Agreement and any amendments hereto.

5.2. Reserved Legislative Powers/Future Changes of Laws and Plans/Compelling Countervailing Public Interest. Nothing in this Development Agreement shall limit the future exercise of the police power of the County in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Development Agreement. Notwithstanding the retained power of the County to enact such legislation under the police power, such legislation shall only be applied to modify the vested rights described in Articles 4.2 and 5.1, as well as other provisions of this Development Agreement, based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. (*Western Land Equities, Inc., v. City of Logan*, 617 P.2d 388 (Utah 1980), U.C.A. § 17-27a-508, or successor case and statutory law). Any such proposed change affecting the vested rights of the Expansion and other provisions of this Development Agreement shall be of general application to all development activity in the Snyderville Basin; and, unless the County declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Expansion under the compelling, countervailing public policy exception to the vested rights doctrine. In the event that the County does not give prior written notice, Developer shall retain the right to be heard before an open meeting of the Summit County Council in the event Developer alleges that its rights under this Development Agreement have been adversely affected.

Article 6
FEES AND MITIGATIONS

6.1. Development Review, Engineering and Related Fees. For the Project, the County may charge such standard planning and engineering review fees, standard building permit review fees, and other fees as are generally applicable at the time of application, pursuant to the provisions of Resolution 2010-13, as amended, or other applicable statutes, ordinances, resolutions, or administrative guidelines.

6.2. Impact Fees. The Project at the Tanger Factory Outlets SPA shall be subject to all impact fees which are (i) imposed at the time of issuance of Building Permits, and (ii) generally applicable to other property in the Snyderville Basin; and Developer waives its position with respect to any vested rights to the imposition of such fees, but shall be entitled to similar treatment afforded other vested projects if the impact fee ordinance makes any such distinction. If fees are properly imposed under the preceding tests, the fees shall be payable by Developer in accordance with the payment requirements of the particular impact fee ordinance and implementing resolution. Notwithstanding the agreement of Developer to subject the Tanger Factory Outlets SPA to impact fees under the above-stated conditions, Developer does not waive its rights to challenge the reasonableness of the impact fee pursuant to the provisions of the Impact Fees Act (Utah Code Ann. § 11-36a-101 et. seq.).

Article 7
PUBLIC BENEFITS

7.1. Mandatory Contributions. Developer will provide the following mandatory contributions in connection with the Project. Failure to provide benefits as enumerated in this Article may result in the withholding of development permits (including tenant finishes), certificates of occupancy or licensing of any tenant or occupant (see also Exhibit K in the SPA Book of Exhibits:

7.1.1. Snow and Ice Removal. Developer agrees that on a continuing basis it shall contract for reasonable snow and ice removal from pedestrian walkways and parking areas on the Land including, but not limited to perimeter sidewalks. Snow and ice shall be stored on the locations identified in the Snow Storage Plan in Exhibit L of the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits. Developer's snow removal contract shall provide that snow be physically removed off-site in the event that the Land's snow storage areas become overburdened. The County shall have the right to enforce the snow removal and storage obligations described herein.

7.1.2. Recycling Containers. Within six (6) months of the Building Permit Date, Developer will install twelve (12) stainless steel recycling containers to be located throughout the Tanger Outlets for customers to dispose of aluminum cans, plastics and paper.

7.1.3. Enclosures for Bins and Dumpsters. Within six (6) months of the Building Permit Date (i) two enclosures will be built for the two cardboard recycling bins currently unshielded and located on the Land, and (ii) two enclosures will be built for the two dumpsters currently unshielded and located on the Land.

7.1.4. Open Space Preservation. Developer shall preserve the natural open space areas within Land shown on the Final Site Plan in the same general condition as those areas are presently found (except for any non-retail improvements thereto as described in this Development Agreement). Any disturbance of those areas for construction staging or the installation of utility lines shall be restored to a condition as near as possible to their prior state within six (6) months of completion of such construction staging and utility line installation.

7.1.5. Trail to Wal-Mart Shopping Center. Within twelve (12) months of the Building Permit Date, Developer will improve and maintain that portion of the walking trail between Tanger Outlets and the Wal-Mart Shopping Center on the Land. Currently there is a rough, dirt, unimproved walking trail leading from the South Phase to the adjoining Wal-Mart shopping center. Developer, at its sole cost, will enlarge, ~~and~~ pave, and maintain this trail. This improved trail will not be donated to the Snyderville Basin Recreation District.

7.1.6. Work Force Housing. Within thirty (30) days of the issuance of the Building Permit for the Expansion, Developer will contribute to the County a fee in lieu of the mandatory 6.78 WUEs it is required to provide to the County. The amount of this

Comment [A6]: How to measure "overburdened" and who makes the determination?

Comment [A7]: There seems to be some confusion on whether the recycle containers must also have enclosures. This provision does not state so, but other provisions do. Mike Franklin wanted both enclosed. Should it be enclosed like trash? If so, add language.

Comment [A8]: Throughout this Article 7, the measurement of time begins with the building permit issuance. However, some of the benefits are also covered and to be included in the DIA (see section 4.9) which under Summit County Code §10-6-8 must be completed no more than 24 months from final approval. The County has consistently used the date of recording as that "final approval" date. In theory, the developer could record, but not pull a building permit for some time, thus raising the question of when to trigger the required benefits. Further, Section 7.1.5 and 7.2.1 (trails), 7.1.8 and 7.2.3 (landscape), 7.2.6 (stormwater) and perhaps 7.1.2 and 7.1.3 (enclosures) would have "due dates" which were contrary to our own code if the due date was after the 24 month limit required in DIAs.

Comment [A9]: See note above. Trails are part of the DIA and should be completed no later than 24 months from recording per SCC §10-6-8.

fee in lieu shall be FIVE HUNDRED EIGHTY-SEVEN THOUSAND TWO HUNDRED FIFTEEN AND NO/100 DOLLARS ($587,215.00). The County may contribute all or any portion of such fee in lieu to a qualified community based housing non-profit, such as the Peace House.

7.1.7. Wayfinding Signs. Within twelve (12) months of the Building Permit Date, Developer will install thirteen (13) wayfinding signs throughout the Tanger Outlets in order to increase pedestrian connectivity throughout the center and its perimeter including the Millennium Trail connections.

7.1.8. Landscaping. Within eighteen (18) months of the Building Permit Date, Developer will install the landscaping in those disturbed areas of the Expansion Land that are to remain landscaping as described in the Landscaping Plan. Drip line irrigation will be used in such disturbed areas versus traditional sprinklers.

Comment [A10]: See above notes

7.1.9. Wetlands Revegetation. Within eighteen (18) months of the Building Permit Date, Developer will (i) revegetate the wetlands adjacent to the Expansion Land with diverse plantings capable of flourishing in the wetlands including Alkali Bulrush, Nebraska Sledge, Olney Threesquare, Hardstem Bulrush, Baltic Rush, American Sloughgrass, Fowl Bluegrass and Creeping Spikerush, as well as Sandbar Willow, Red Osier Dogwood and Wood's Rose; and (i) install landscaping in the Expansion Land area with drought tolerant plants and conservation techniques such as drip line systems to promote the efficient use of water as more further shown in the Landscaping Plan.

Comment [A11]: See above notes

7.2. Contribution of Extra Public Benefits. As a consideration for the increase in allowed density and the County's entry into this Development Agreement, Developer shall provide the extra, incentive community or public benefits set forth in this Article 7.2, which are in excess of any ameliorative actions required to cure those public impacts created by the Project. Developer shall undertake all of the physical improvements set forth in this Article 7 in the type and manner described in Exhibit "K" of the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits.

7.2.1. Millennium Trail Improvements. Within twelve (12) months of the Building Permit Date, Developer shall realign the Millennium Trail, starting from the northeast corner of its Land to the Millennium Trail's current deviation from Landmark Drive at the existing crosswalk. The realignment will run at a varying offset distance from Landmark Drive and Kilby Road along the west and south sides of the Land's wetlands areas acting as a buffer between Landmark Drive, Kilby Road and Tanger Outlets. Developer will construct this section of the Millennium Trail so as to satisfy Snyderville Basin Special Recreation District's standards and specifications. Developer will also bring up to the Recreation District's standards the existing Millennium Trail between the existing crosswalk (the end of the above-described realignment) to the Hampton Inn property. This renewed and realigned branch of the Millennium Trail shall be 8' wide and run over a fifth of a mile. Upon completion of this work within the aforementioned 12-month period, Developer will dedicate and transfer this section of the Millennium Trail to Snyderville Basin Special Recreation District with a recorded trail easement.

Comment [A12]: See above notes.

7.2.2. Moderate Income Housing Contribution. Within thirty (30) days of issuance of the Building Permit for the Expansion, Developer will donate 4.31 WUEs for moderate income housing. Said WUEs may be contributed to the County in the form of a fee in lieu of THREE HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS ($373,275.00). The County may contribute all or any portion of such fee in lieu to a qualified community based housing non-profit, such as the Peace House to be used for transitional housing.

7.2.3. Community Visual Quality Improvements. Within twelve (12) months of the Building Permit Date, Developer will screen the view of the east side of the existing building (next to the Expansion Land) in the North Phase from Landmark Drive and thereby improve the community visual quality by planting a line of evergreen trees just east of this existing building. As a further visual quality improvement, Developer shall add faux windows and shutters to the rear, east wall of the Expansion Building within this same twelve (12) month period.

7.2.4. Transportation Improvements. Within twelve (12) months of the Building Permit Date, Developer shall grant the County a ten foot (10') wide right of way along the north-west boundary of the North Phase that adjoins Landmark Drive and Kilby Road. When the time comes that the County needs to widen Landmark Drive and Kilby Road, the County can use this 10' wide area for such road widening without having to purchase or condemn the same from Developer or its successors. The only charge to the County that will be included with such recorded right of way shall be that the County will pay the future cost and expense to relocate and revegetate any portion of the Millennium Trail or the wetlands impacted by such widening of Landmark Drive and Kilby Road.

~~7.2.4.~~7.2.5. Transportation Trip Reduction. The Developer will develop, implement and maintain a trip reduction program within twelve (12) months of the Building Permit Date. Possible outlines are included but not limited to the project traffic report, by Project Engineering Consultants dated January 2013 Page 12. A 5% trip reduction rate is the goal of the program and is to be managed by the local Store manager or assigns. Failure to implement and achieve trip reduction may require payment of addition Transportation Impact Fees if not maintained on an ongoing basis.

~~7.2.5.~~7.2.6.Stormwater Improvements. Within twelve (12) months of the Building Permit Date, Developer shall build and/or install the following storm water improvements: (i) ChamberMaxx drainage facilities under the drive lanes adjacent to the Expansion Land on its north and east sides manufactured by Contech (or a comparable manufacturer approved by the County) that come from the manufacturer already LEED qualified; (ii) a pretreatment system to accompany the ChamberMaxx drainage facility to better purify storm water leaving the Land; and (iii) a Gabion Basket Wall along the wetlands and the Expansion Land to better separate and preserve the existing wetlands from the Expansion Land's hard surface areas. An officer or agent of the County Engineering Department or Building Department may inspect and confirm the installation of these improvements.

Comment [A13]: See above notes

Formatted: (none)

Comment [A14]: There should be a specific plan included as an Exhibit, not just an "outline".

Comment [A15]: We don't have a mechanism to legally impose additional impact fees if no new construction, hut some sort of "fine" upon violation may work.

Comment [A16]: See above notes

Article 8
SUCCESSORS AND ASSIGNS

8.1. Binding Effect. This Development Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of Tanger Outlets.

8.2. Sale or Transfer of Tanger Outlets. Developer shall be entitled to transfer any portion of the Expansion Land (and those additional portions of the Land on which any community or other benefits required under this Development Agreement shall be constructed such as those portions of the Land that are not part of the Expansion Land on which the Millennium Trail will be relocated (the "***Additional Improved Land***")~~)~~ subject to the terms of this Development Agreement upon written notice to the County and subject to obtaining the assumption of Developer's obligations as described below. The party purchasing Developer's Expansion Land, the Additional Improved Land or any portion thereof shall be bound by the terms of this Development Agreement as it relates to such land or portion thereof that is sold. Any purchaser of the Expansion Land or the Additional Improved Land must acknowledge and accept in writing all obligations under this Agreement applicable to such property. Said acknowledgement must be presented and accepted by the County before Developer shall be released from any further obligations under this Development Agreement as they relate to the Expansion Land, the Additional Land or portion thereof sold. In the event of any such transfer of Developer's interests in the Expansion Land and/or the Additional Improved Land, the transferee shall be deemed to be the Developer for all purposes under this Development Agreement with respect to that portion of the Tanger Outlets transferred. All obligations to notify or obtain any consent of the County shall terminate with respect to the portions of the Expansion Land and Additional Improved Land on which all of the improvements and obligations of this Agreement applicable to such property have been substantially completed. Likewise, Developer shall not be required to notify the County with regard to the sale of any buildings, parcels or other parts of the Land that are not part of the Expansion Land or the Additional Improved Land.

8.3. Obligations and Rights of Mortgage Lenders. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Expansion Land, the Additional Improved Land or any portion thereof, shall not be obligated under this Development Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Development Agreement and any amendments hereto which pertain to such property or such portion thereof in which it holds an interest. Any such holder who comes into possession of any of the Expansion Land, the Additional Improved Land or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure shall take the Expansion Land, the Additional Improved Land or any portion thereof subject to any pro rata claims for payments or charges against such property, or portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Development Agreement shall be deemed or construed to permit or authorize any such holder to devote any of the Expansion Land, the Additional Improved Land or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Development Agreement and

any amendments, and, as would be the case in any assignment, the purchaser of such property from the holder shall be subject to all of the terms and conditions of this Development Agreement, including the obligation to complete all required amenities and improvements.

Article 9
DEFAULT AND TERMINATION

9.1. Events of Default. Default under this Development Agreement occurs upon the happening of one or more of the following events or conditions:

9.1.1. A warranty, representation or statement made or furnished by Developer to the County in this Development Agreement, including any attachments hereto, which is false or proves to have been false in any material respect when it was made.

9.1.2. Following a periodic review under Article 10.17, a finding and determination is made by the County that upon the basis of substantial evidence Developer has not complied in good faith with one or more of the material terms or conditions of this Development Agreement.

9.1.3. Any other event, condition, act or omission by Developer materially interferes with the intent and objective of this Development Agreement.

9.2. Procedure Upon Default.

9.2.1. Within ten (10) days after the occurrence of default, the County shall give Developer (the "***defaulting party***") written notice specifying the nature of the alleged default and, when appropriate, the manner in which the default must be satisfactorily cured. Developer shall have thirty (30) days after receipt of written notice to cure the default. After proper notice and expiration of the thirty (30) day cure period without cure, the County may terminate or amend this Development Agreement by giving written notice in accordance with the procedure adopted by the County. Notwithstanding the thirty day cure period provided above, in the event that more than thirty days is reasonably required to cure a default and Developer, within the thirty day cure period, commences actions reasonably designed to cure the default, then the cure period shall be extended for such additional period as Developer is prosecuting those actions diligently to completion.

9.2.2. The County does not waive any claim of defect in performance by Developer, if on periodic review the County does not propose to modify or terminate this Development Agreement.

9.2.3. Should the County duly terminate this Development Agreement in accordance with the provisions of this Development Agreement in the event of Developer's failure to perform hereunder, the Expansion Land will thereafter comply with and be governed by the Code and General Plan then in existence, as well as with all other provisions of Utah State Law.

9.2.4. Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, enemy or hostile governmental action, civil commotion, fire or other casualty, or other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.

9.2.5. Adoption of law or other governmental activity making performance by Developer unprofitable, more difficult, or more expensive does not excuse the performance of the obligation by Developer.

9.2.6. All other remedies at law or in equity which are consistent with the provisions of this Development Agreement are available to the parties to pursue in the event there is a breach.

9.3. Termination.

9.3.1. Termination Upon Repudiation before Completion of Development. An express repudiation, refusal or renunciation of this Development Agreement, if the same is in writing and signed by Developer, shall be sufficient to terminate this Development Agreement and a hearing on the matter shall not be required. Notwithstanding any such repudiation, if prior to such repudiation Developer has applied for and received a Building Permit for the Expansion and has commenced actual, physical construction of the Expansion Building, the obligations of Developer enumerated in Article 3.6 and Article 7 above, shall remain in full force and effect and shall survive the termination of this Development Agreement.

9.3.2. Termination Upon Completion of Development. This Development Agreement shall terminate on the earlier of (a) that certain date that the Project has been fully developed and the obligations of Developer and the County in connection therewith are satisfied, or (b) the expiration of the Term as set forth in Article 10.4. Upon such occurrence, Developer may request that the County record a notice that this Development Agreement has been fully performed and therefore terminated as to the Expansion Land and the Land.

9.3.3. Termination upon Default. This Development Agreement shall be subject to termination by the County Council prior to the completion of the Project when an Event of Default by Developer remains unresolved after notice and the opportunity to cure provided by Article 9.2. The termination of this Agreement shall be exercised by the County Council after written notice to all parties and after a public hearing providing the Developer with an opportunity to speak and be heard by the County Council. The County Council may determine that upon termination, certain obligations of Developer survive the termination of this Development Agreement.

9.3.4. Effect of Termination on Developer Obligations. Termination by the County of this Development Agreement with respect to the Expansion pursuant to Article

9.3.3 shall not affect Developer's obligation to comply with the terms and conditions of any applicable zoning, subdivision plat, site plan, building permit, or other land use entitlement approved with respect to the rest of the Land, nor shall it affect any other covenants or other development requirements specified or created pursuant to this Development Agreement. Subject to Article 9.3.1, termination of this Development Agreement with respect to the Expansion shall not affect or invalidate Developer's obligations under Article 7 or its obligations of indemnification and defense under Article 10.14 or the survival provisions of Article 10.23.

9.3.5. Effect of Termination on the County Obligations. Upon any termination of this Development Agreement with respect to Expansion Land, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Development Agreement and any amendments hereto shall no longer be vested by reason of this Development Agreement with respect to any portion of the Expansion then undeveloped and not then covered by a building permit application. Those undeveloped portions of the Project may be subject to then existing planning and zoning law. Upon such a termination, the County shall no longer be prohibited by this Development Agreement from making any changes or modifications to such entitlements, conditions, or fees applicable to such undeveloped portions of the Project.

9.4. Disputes. In the event that a dispute arises in the interpretation or administration of this Development Agreement, Developer may request a formal decision of the Director which may be appealed pursuant to the provisions of Summit County Code §10-9-21.

9.5. Institution of Legal Action. In addition to any other rights or remedies, any party to this Development Agreement may institute legal action to interpret, cure, correct or remedy a default or breach, to specifically enforce any covenants or agreements set forth in this Development Agreement, to enjoin any threatened or attempted violation of this Development Agreement, or to obtain any remedies consistent with the purpose of this Development Agreement. Legal actions shall be instituted in the Third Judicial District Court of the County of Summit, State of Utah.

9.6. Other Enforcement. Notwithstanding any provision of this Development Agreement, the parties recognize that under the police powers granted to it, the County has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Development Agreement by any method allowed by law, including injunctive relief. The County shall be free from any liability arising out of the proper exercise of its rights under this paragraph.

Article 10
GENERAL TERMS AND CONDITIONS

10.1. Agreements to Run with the Land. This Development Agreement shall be recorded against the Land as described in the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits. The agreements contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Land.

10.2. No Addition to Project. No property may be added to the Project or to the Tanger Factory Outlets SPA for purposes of the Development Agreement, except by written amendment. This Development Agreement shall not affect any land other than the Expansion Land and those portions of the Land expressly described herein.

10.3. Construction of Agreement. This Development Agreement shall be construed so as to effectuate the public purpose of resolving disputes, implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest; while providing reasonable assurances of continued vested development rights under this Agreement.

10.4. Laws of General Applicability. Where this Development Agreement refers to laws of general applicability to the Tanger Outlets and other properties, that language shall be deemed to refer to laws which apply to all other developed and subdivided properties within the Snyderville Basin of Summit County.

10.5. Duration. The term of this Development Agreement shall commence on the date of recordation of this Development Agreement and expire ten (10) years thereafter (the "***Term***").

10.6. Mutual Releases. At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Development Agreement without an appeal having been filed or (ii) the final determination of any court upholding this Development Agreement, whichever occurs later, and excepting the parties' respective rights and obligations under this Development Agreement, Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the County and the County's board members, officials, employees, agents, attorneys and consultants, and the County, on behalf of itself and the County's board members, officials, employees, agents, attorneys and consultants, hereby releases Developer and Developer's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Development Agreement in connection with the application, processing or approval of this Development Agreement.

10.7. State and Federal Law. The parties agree, intend and understand that the obligations imposed by this Development Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Development Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Development Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Development Agreement shall remain in full force and effect.

10.8. Enforcement. The parties to this Development Agreement recognize that the County has the right to enforce its rules, policies, regulations, and ordinances, subject to the terms of this Development Agreement, and may, at its option, seek an injunction to compel such compliance. In the event that Developer or any user of the subject property violates: the

rules, policies, regulations or ordinances of the County or violates the terms of this Development Agreement, the County may, without electing to seek an injunction and after thirty (30) days written notice to Developer to correct the violation (or such longer period as may be established in the discretion of the Summit County Council or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been honored by Developer. The parties further recognize that Developer has the right to enforce the provisions of this Development Agreement by seeking an injunction to compel compliance to the extent not inconsistent with the County's reserved legislative and police powers, as well as the County's discretionary administrative decision-making functions provided for herein. Both parties shall be free from any liability arising out of the exercise of its rights under this paragraph; provided, however, that any party may be liable to the other for the exercise of any rights in violation of Rule 11 of the Utah Rules of Civil Procedure, Rule 11 of the Federal Rules of Civil Procedure and/or Utah Code Annotated Section 78-27-56, as each may be amended.

10.9. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Development Agreement is amended by vote of the Summit County Council taken with the same formality as the vote approving this Development Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Development Agreement or waive any of its conditions as to bind the County by making any promise or representation not contained herein.

10.10. Entire Agreement. This Development Agreement constitutes the entire agreement between the parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Development Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Development Agreement.

10.11. Notices. Any notice, confirmation or other communication hereunder (each, a "***notice***") hereunder shall be given in writing by certified mail, postage prepaid, or personally or by nationally-recognized overnight courier, at the following addresses, or by facsimile to the following facsimile numbers provided the transmitting facsimile machine shall automatically prepare a confirmation of successful facsimile transmission:

To the County:

The County Council of Summit County
Summit County Courthouse
P.O. Box 128
Coalville, Utah 84017
Facsimile: (435) 336-3030

Summit County Director of Community Development
P.O. Box 128
Coalville, Utah. 84017

With a copy to:

Summit County Attorney's Office
P.O. Box 128
Coalville, Utah 84017
Facsimile: (435) 336-3287

To Developer:

COROC-Park City L.L.C.
c/o Tanger Factory Outlet Centers, Inc.
3200 Northline Avenue, Suite 360
Greensboro, NC 27408
Attention: Property Management
Facsimile: (336) 292-0416

With a copy to:

David P. Rose
Durham Jones & Pinegar
Suite 900
Salt Lake City, Utah 84111
Facsimile: (801) 415-3500

or to such other addresses, such other facsimile numbers, or the attention of such other person as either party or their successors may designate by written notice. Notice shall be deemed given upon actual receipt, if personally delivered, when transmitted if delivered by facsimile, one (1) business day following deposit with a reputable overnight courier that provides a receipt, or on the third (3rd) day following deposit in the United States mail in the manner described above.

10.12. Applicable Law. This Development Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

10.13. Execution of Agreement. This Development Agreement may be executed in multiple counterparts or originals or by facsimile or emailed copies of executed originals; provided, however, if executed and evidence of execution is made by a facsimile or email copy, then an original shall be provided to the other party within seven (7) days after receipt of said facsimile or email copy.

10.14. Hold Harmless.

10.14.1. Agreement of Developer. Developer agrees to and shall hold County, its officers, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability: (1) for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Expansion; and (2) from any claim that damages, just compensation, restitution, judicial or equitable relief is due by reason of Developer's uncured breach of the terms of this Development Agreement. Developer agrees to pay all costs for the defense of the County and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any third party action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of Developer's uncured breach of this Development Agreement. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this Article. County may make all reasonable decisions with respect to its representation in any legal proceeding.

10.14.2. Exceptions to Hold Harmless. The agreements of Developer in Article 10.14.1 shall not be applicable to (a) any claim arising by reason of the negligence or intentional actions of the County, or (b) any claim reserved by Developer under the terms of this Development Agreement for just compensation or attorneys' fees.

10.14.3. Hold Harmless Procedures. The County shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than 10 days after the assertion or commencement of the claim, demand, action or proceeding. In the event any such notice is given, the County shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

10.15. Relationship of Parties. The contractual relationship between the County and Developer arising out of this Development Agreement is one of independent contractor and not agency. This Development Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) Tanger Outlets is a private development; (b) County has no interest in, responsibilities for, or duty to third parties concerning any improvements to the Land unless the County accepts the improvements pursuant to the provisions of this Development Agreement or in connection with subdivision plat, site plan, deed, or map approval; and (c) Developer shall have the full power and exclusive control of the Expansion Land and the Land subject to the obligations of Developer set forth in this Development Agreement.

10.16. No Implied Covenant of Good Faith and Fair Dealing. Inasmuch as this Agreement is adopted and made effective by virtue of a legislative act of the Summit County Council, there shall be no implied covenant of good faith and fair dealing imposed or assumed as part of this Agreement.

10.17. Annual Review. The Developer shall report and the County shall review progress pursuant to this Development Agreement at least once every twelve (12) months until the Expansion has been completed to determine if there has been demonstrated compliance with the terms hereof. If the County finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms hereof, this Development Agreement may be revoked or modified by the County in accordance with the provisions of Article 9.3.3 hereof, after a public hearing which has been noticed by publication, and for which notice has been expressly provided to Developer. The Developer's failure to timely report or the County's failure to review at least annually Developer's compliance with the terms and conditions of this Development Agreement shall not constitute or be asserted by any party as a breach of this Development Agreement by Developer or County. Further, such failure shall not constitute a waiver of County's right to revoke or modify this Development Agreement according to the terms and conditions set forth herein.

10.18. Rights of Third Parties. This Development Agreement is not intended to affect or create any additional rights or obligations on the part of third parties.

10.19. Third Party Legal Challenges. In those instances where, in this Development Agreement, Developer has agreed to waive a position with respect to the applicability of current County policies and requirements, or where Developer has agreed to comply with current County policies and requirements, Developer further agrees not to participate either directly or indirectly in any legal challenges to such County policies and requirements by third parties, including but not limited to appearing as a witness, amicus, making a financial contribution thereto, or otherwise assisting in the prosecution of the action.

10.20. Computation of Time. In computing any period of time pursuant to this Development Agreement the day of the act, event of default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday.

10.21. Titles and Captions. All section titles or captions contained in this Development Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

10.22. Savings Clause. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Development Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

10.23. Survival of Developer's Obligations. Notwithstanding any provisions of this Development Agreement or of law to the contrary and as a partial consideration for the parties entering into this Development Agreement, the parties agree that Developer is obligated to provide to the County the following enumerated extraordinary and significant benefits even if Developer cancels, rescinds, repudiates, refuses, revokes, or in any manner terminates or attempts to terminate this Development Agreement:

10.23.1. Compliance with Developer's Mutual Releases and Hold Harmless Covenants under this Development Agreement.

10.23.2. Satisfaction of the Community Benefits set forth in Article 7 herein except in the event of Developer's termination prior to actual physical construction as described in Article 9.3.1.

10.24. Force Majeure. Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile governmental action, civil commotion, fire or other casualty, or other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.

10.25. Severability. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Development Agreement can be enforced without failure of material consideration to any party, then the remainder of this Development Agreement shall not be affected thereby and it shall remain in full force and effect, unless amended or modified by mutual consent of the parties. If any material provision of this Development Agreement is held invalid, void, or unenforceable or if consideration is removed or destroyed, Developer or the County shall have the right in their sole and absolute discretion to terminate this Development Agreement by providing written notice of such termination to the other party.

10.26. Private Undertaking. Project is a Private Undertaking. It is agreed among the Parties that the Project is a private development and that the County has no interest therein except as authorized in the exercise of its governmental functions. The Project is not a joint venture, and there is no such relationship involving the County. Nothing in the Development Agreement shall preclude the Developer and any participating landowner from forming any form of investment entity for the purpose of completing any portion of the Project.

10.27. Recordation of Development Agreement. This Development Agreement may be recorded by either Party with the Summit County Recorder.

[This page purposely ends at this point. Signature page follows.]

IN WITNESS WHEREOF, this Development Agreement has been executed by Summit County, acting by and through the Council of Summit County, State of Utah, pursuant to Ordinance ____, authorizing such execution, and by a duly authorized representative of Developer, as of the above stated date.

COUNTY:

COUNCIL OF SUMMIT COUNTY, STATE OF UTAH

By: _____
Christopher F. Robinson, Chairman

Acknowledgement:

_____
Kent Jones
Summit County Clerk

Approved as to Form

_____
David L. Thomas
Chief Civil Deputy

DEVELOPER: COROC-PARK CITY L.L.C., a Delaware limited liability company

By: _____
Its: _____

STATE OF NORTH CAROLINA)
:ss
COUNTY OF GUILFORD)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ of COROC-PARK CITY L.L.C.

_____
Notary Public
Residing at: _____

My commission expires:

_____

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 1 SOUTH RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N 0ºl0'00" W 508.42 FEET ALONG THE EAST LINE OF SAID SECTION 13 TO A POINT ON TIIE ARC OF A 307.84 FOOT RADIUS CURVE TO THIE RIGHT, THE CENTER OF WHICH BEARS N 62°14'40" E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°55'19", A DISTANCE OF 150.02 FEET; THENCE N 0°l0'00" W 259.79 FEET TO A POINT ON THE ARC OF A 237.84 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS N 89°50'00" W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°16'58", A DISTANCE OF 55.14 FEET TO A POINT ON THE ARC OF A 3339.05 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS N 48°18'28" E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°59'10", A DISTANCE OF 348.86 FEET; THENCE N 35°42'22" W 292.91 FEET; THENCE S 60º36'00" W 426.01 FEET TO A POINT ON THE ARC OF A 635.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS N 89°38'41" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°30'15", A DISTANCE OF 171.83 FEET; THENCE S 15°51'34" W 130.06 FEET TO A POINT ON THE ARC OF A 381.56 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS N 74°08'26" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°55'52", A DISTANCE OF 99.43 FEET; THENCE S 30º47'25" W 199.32 FEET TO A POINT ON THE ARC OF A 329.67 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS S 59°12'34" E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 74°20'57", A DISTANCE OF 427.79 FEET; THENCE S 43°33'30" E 191.48 FEET TO A POINT ON THE ARC OF A 399.95 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS N 46°26'29" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°48'26", A DISTANCE OF 33.56 FEET TO A POINT ON THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS S 63°57'31" W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 80°07'29", A DISTANCE OF 83.91 FEET TO A POINT ON THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS S 35°55'00" E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID C.URVE, THROUGH A CENTRAL ANGLE OF 0°35'07", A DISTANCE OF 0.20 FEET TO A POINT ON THE ARC OF A 469.95 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS N 37°16'17"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°10'13", A DISTANCE OF 75.22 FEET; THENCE N 43°33'29" W 154.63 FEET; THENCE S 46°26'31" W 143.97 FEET; THENCE S 0º14'20" W 638.08 FEET; THENCE S 89°45'40" E 866.60 FEET; THENCE N 0º14'20" E 521.67 FEET; THENCE S 84°40'30" E 225.19 FEET TO THE POINT OF BEGINNING.

CONTAINS 37.318 ACRES.

Tax Parcel No. FSE-1

EXHIBIT "B"

LEGAL DESCRIPTION OF EXPANSION LAND

A BUILDING AREA LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 865.27 FEET NORTH 07°11'56" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 13, BASIS OF BEARING BEING SOUTH 00°06'13" EAST FROM SAID SOUTHEAST CORNER OF SECTION 13 TO THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE MERIDIAN AND RUNNING THENCE SOUTH 89°57'46" WEST 119.21 FEET; THENCE NORTH 35°07'04" WEST 213.35 FEET; THENCE NORTH 55°23'36" EAST 119.36 FEET; THENCE SOUTH 34°36'24" EAST 253.02 FEET; THENCE SOUTH 33.97 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

PERMITTED USES OF THE EXPANSION LAND

The following permitted uses shall be expressly allowed on the Expansion Land and/or the Expansion Building: Retail Sales, General; Retail Sales, Camping; Retail Sales, Furnishings; ~~Retail Sales, Food~~"food court" sales;~~ Indoor Sports/Gym/Workout facility~~; Veterinarian – Small Animal in conjunction with Pet Store.~~ High trip generation uses higher than retail sales such as Restaurant, Banking and so forth will be limited to less than 5% of the over all site.~~

Comment [A17]: Need to define "food court". Possible definition: *An establishment where food is sold primarily as a support to retail shopping and is not a destination restaurant. A restaurant of this type has limited seating (12 or fewer seats) or no more than seventy five (75) square feet of patron area*

TANGER FACTORY OUTLETS

SPA PLAN 2014 BOOK OF EXHIBITS

June 2014

SLC_1837003.1

Comment [JB1]: There are 3 exhibits attached to the DA which need to be removed from the DA and included here. It is too confusing otherwise. Exhibits A and B (legal descriptions) are already included, however exhibit C from the DA is Exhibit J in this book. Perhaps it needs to be moved up and made Exhibit C so any references in the DA are consistent . That would require that the other numbered Exhibits be amended accordingly..

Further the SBPC had some general notes in addition to the REDLINE edits included herein.

1.The relevant exhibits of the prior SPA need to be included in this Book (architecture details, landscaping plan, etc.)

2. A new Exhibit detailing the transportation mitigation plan referred to in Section7.2.5.

3. The Trails on the different illustrative exhibits don't seem to match up and some improvements to the trails are not shown.

EXHIBIT A

LAND LEGAL DESCRIPTION FOR

THE EXPANSION

OF THE TANGER OUTLET CENTER

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 1 SOUTH RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N 0°l0'00" W 508.42 FEET ALONG THE EAST LINE OF SAID SECTION 13 TO A POINT ON TIIE ARC OF A 307.84 FOOT RADIUS CURVE TO THIE RIGHT, THE CENTER OF WHICH BEARS N 62°14'40" E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°55'19", A DISTANCE OF 150.02 FEET; THENCE N 0°l0'00" W 259.79 FEET TO A POINT ON THE ARC OF A 237.84 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS N 89°50'00" W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°16'58", A DISTANCE OF 55.14 FEET TO A POINT ON THE ARC OF A 3339.05 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS N 48°18'28" E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°59'10", A DISTANCE OF 348.86 FEET; THENCE N 35°42'22" W 292.91 FEET; THENCE S 60°36'00" W 426.01 FEET TO A POINT ON THE ARC OF A 635.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS N 89°38'41" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°30'15", A DISTANCE OF 171.83 FEET; THENCE S 15°51'34" W 130.06 FEET TO A POINT ON THE ARC OF A 381.56 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS N 74°08'26" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°55'52", A DISTANCE OF 99.43 FEET; THENCE S 30°47'25" W 199.32 FEET TO A POINT ON THE ARC OF A 329.67 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS S 59°12'34" E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 74°20'57", A DISTANCE OF 427.79 FEET; THENCE S 43°33'30" E 191.48 FEET TO A POINT ON THE ARC OF A 399.95 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS N 46°26'29" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°48'26", A DISTANCE OF 33.56 FEET TO A POINT ON THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS S 63°57'31" W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 80°07'29", A DISTANCE OF 83.91 FEET TO A POINT ON THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS S 35°55'00" E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID C.URVE, THROUGH A CENTRAL ANGLE OF 0°35'07", A DISTANCE OF 0.20 FEET TO A POINT ON THE ARC OF A 469.95 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS N 37°16'17"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°10'13", A DISTANCE OF 75.22 FEET; THENCE N 43°33'29" W 154.63 FEET; THENCE S 46°26'31" W 143.97 FEET; THENCE S 0°14'20" W 638.08 FEET; THENCE S 89°45'40" E 866.60 FEET;

THENCE N 0°14'20" E 521.67 FEET; THENCE S 84°40'30" E 225.19 FEET TO THE POINT OF BEGINNING.

CONTAINS 37.318 ACRES.

Tax Parcel No.____FSE-1_____

SLC_1826596.1

WHEN RECORDED MAIL TO:

Sasan Mehrara, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017

Name & Address of Preparer:

Sasan Mehrara, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017

00684235 Bk01591 Pg00266-00269

ALAN SPRIGGS, SUMMIT CO RECORDER
2003 DEC 30 15:31 PM FEE $16.00 BY DMG
REQUEST: GUARDIAN TITLE

Mail tax notice to:

COROC/Park City L.L.C.
C/o Blackstone Real Estate Acquisitions IV L.L.C.
345 Park Avenue
New York, NY 10154

SPECIAL WARRANTY DEED

R.R. Park City, Inc., a Delaware corporation, "Grantor", of c/o Rothschild Realty Inc., 1251 6th Avenue, 51st Floor, New York, NY 10020, hereby CONVEYS AND WARRANTS against all claiming by, through, or under Grantor, but not otherwise, to COROC/Park City L.L.C., a Delaware limited liability company, "Grantee", of c/o Blackstone Real Estate Acquisitions IV L.L.C., 345 Park Avenue, New York, NY 10154, for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the following described tract of land in Summit County, State of Utah;

See Exhibit "A" attached hereto and
by this reference incorporated herein.

Subject to all matters of record.

[No further text on this page; signature page follows]

BK1591 PG0266

(Bill)

(4)
16.00

WITNESS the hand of said Grantor this 19 day of December, 2003.

R.R. Park City, Inc. a Delaware corporation

By: _____
John D. McGurk
President

BK1591 PG0267

STATE OF New York)
ss.
COUNTY OF New York)

On the 19 day of December, 2003, personally appeared before me John D. McGurk, who being by me duly sworn, did say that he is the President of R. R. Park City, Inc., a Delaware corporation, and that foregoing instrument was signed voluntarily in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said John D. McGurk acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

Residing at:

My commission expires:

MARK W. ALVEY
Notary Public, State of New York
No. 01AL6[illegible]
Qualified in Nassau County
Commission Expires Sept. 3, 2006

BK1591 PG0268

Being more particularly described as follows:

Beginning at the Southeast corner of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence North 0°10'00" West 508.42 feet along the East line of said Section 13 to a point on the arc of a 307.84 foot radius curve to the right, the center of which bears North 62°14'40" East; thence Northwesterly along the arc of said curve, through a central angle of 27°55'19", a distance of 150.02 feet; thence North 0°10'00" West 259.79 feet to a point on the arc of a 237.84 foot radius curve to the left, the center of which bears North 89°50'00" West; thence Northwesterly along the arc of said curve, through a central angle of 13°16'58", a distance of 55.14 feet to a point on the arc of a 3339.05 foot radius curve to the right, the center of which bears North 48°18'28" East; thence Northwesterly along the arc of said curve, through a central angle of 5°59'10", a distance of 348.86 feet; thence North 35°42'22" West 292.92 feet; thence South 60°36'00" West 426.01 feet to a point on the arc of a 635.00 foot radius curve to the right, the center of which bears North 89°38'41" West; thence Southwesterly along the arc of said curve, through a central angle of 15°30'15", a distance of 171.83 feet; thence South 15°51'34" West 130.06 feet to a point on the arc of a 381.56 foot radius curve to the right, the center of which bears North 74°08'26" West; thence Southwesterly along the arc of said curve, through a central angle of 14°55'52", a distance of 99.43 feet; thence South 30°47'25" West 199.32 feet to a point in the arc of a 329.67 foot radius curve to the left, the center of which bears South 59°12'34" East; thence Southwesterly along the arc of said curve, through a central angle of 74°20'57", a distance of 427.79 feet; thence South 43°33'30" East 191.48 feet to a point on the arc of a 399.95 foot radius curve to the left, the center of which bears North 46°26'29" East; thence Southeasterly along the arc of said curve, through a central angle of 4°48'26", a distance of 33.56 feet to a point on the arc of a 60.00 foot radius curve to the right, the center of which bears South 63°57'31" West; thence Southeasterly along the arc of said curve, through a central angle of 80°07'29", a distance of 83.91 feet to a point of the arc to a 20.00 foot radius curve to the left, the center of which bears South 33°55'00" East; thence Southwesterly along the arc of said curve, through a central angle of 0°35'07", a distance of 0.20 feet to a point on the arc of a 469.95 foot radius curve to the right, the center of which bears North 37°16'17" East; thence Northwesterly along the arc of said curve, through a central angle of 9°10'13", a distance of 75.22 feet; thence North 43°33'28" West 154.63 feet; thence South 46°26'31" West 143.97 feet; thence South 0°14'20" West 638.08 feet; thence South 89°25'40" East 866.60 feet; thence North 0°14'20" East 521.67 feet; thence South 84°40'30" East 225.19 feet to the point of beginning.

As shown by final construction plans Factory Stores Expansion as recorded in the Office of the County Recorder, Summit County, Utah on September 29, 2000 as Entry No. 573796.

Contains 1,625,588 square feet or 37.82 acres.

Situate in Summit County, State of Utah.

(For reference purposes only: Tax Parcel No. FSE-1)

EXHIBIT B

EXPANSION LAND LEGAL DESCRIPTION FOR THE EXPANSION OF THE TANGER OUTLET CENTER

EXHIBIT "B"

LEGAL DESCRIPTION OF EXPANSION LAND

A BUILDING AREA LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 865.27 FEET NORTH 07°11'56" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 13, BASIS OF BEARING BEING SOUTH 00°06'13" EAST FROM SAID SOUTHEAST CORNER OF SECTION 13 TO THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE MERIDIAN AND RUNNING THENCE SOUTH 89°57'46" WEST 119.21 FEET; THENCE NORTH 35°07'04" WEST 213.35 FEET; THENCE NORTH 55°23'36" EAST 119.36 FEET; THENCE SOUTH 34°36'24" EAST 253.02 FEET; THENCE SOUTH 33.97 FEET TO THE POINT OF BEGINNING.

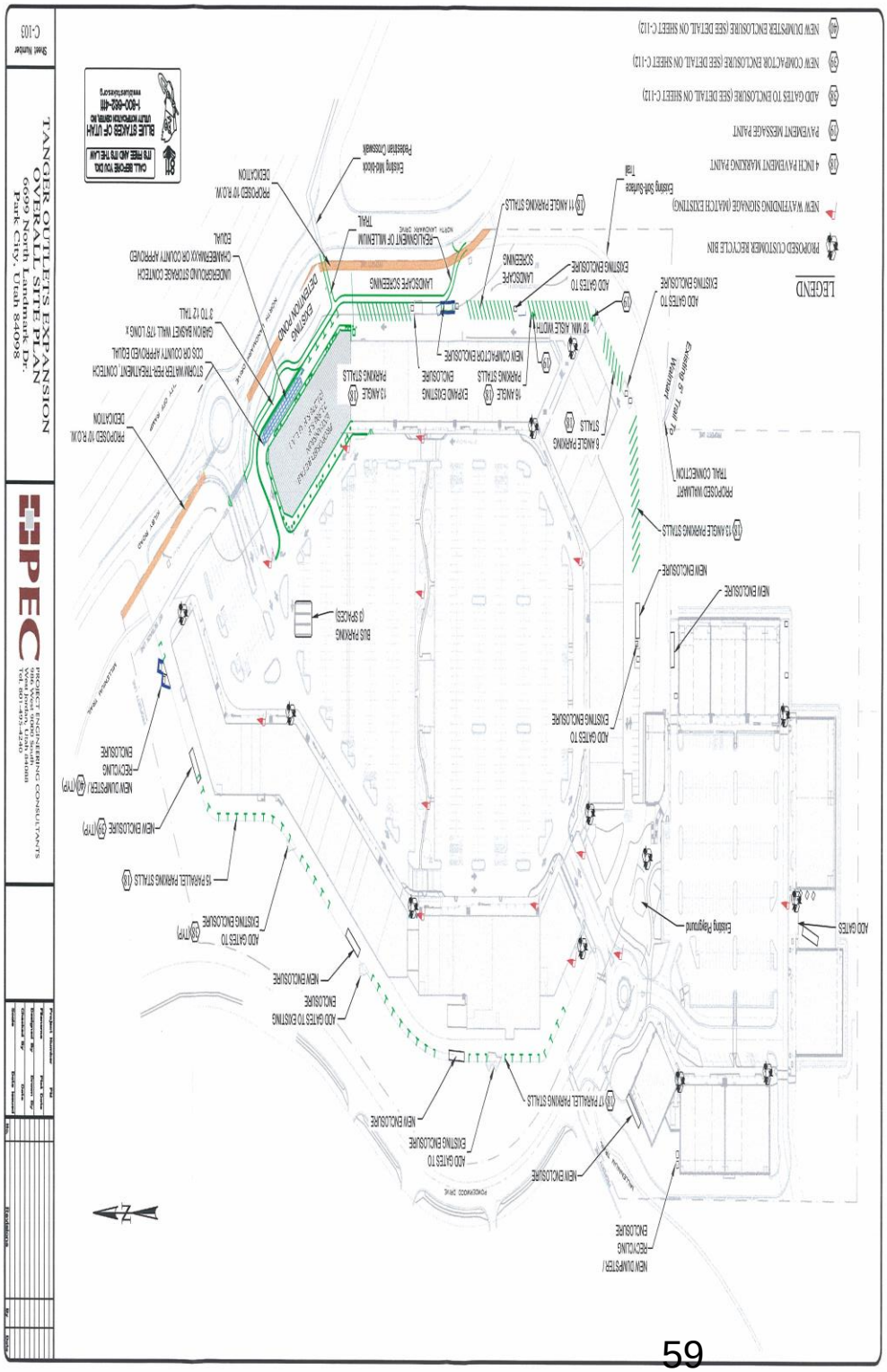
Comment [JB2]: As stated before, Exhibit J should now be Exhibit C for consistency in the DA language.

EXHIBIT C

FINAL SITE PLAN FOR

THE EXPANSION

OF THE TANGER OUTLET CENTER


TANGER OUTLETS EXPANSION
OVERALL SITE PLAN
60 Outlet Drive
Park City, Utah 84098
PEC
PROJECT ENGINEERING CONSULTANTS
Sheet Number
C-103
LEGEND
PROPOSED CUSTOMER RECYCLE BIN
NEW WAYFINDING SIGNAGE (MATCH EXISTING)
Existing Sub-Surface Trail
4 INCH PAVEMENT MARKING PAINT
PAVEMENT MESSAGE PAINT
ADD GATES TO ENCLOSURE (SEE DETAIL ON SHEET C-112)
NEW COMPACTOR ENCLOSURE (SEE DETAIL ON SHEET C-112)
NEW DUMPSTER ENCLOSURE (SEE DETAIL ON SHEET C-112)
ADD GATES TO EXISTING ENCLOSURE
NEW ENCLOSURE
NEW DUMPSTER/ RECYCLING ENCLOSURE
ADD GATES TO EXISTING ENCLOSURE
17 PARALLEL PARKING STALLS
Existing Playground
ADD GATES
ADD GATES TO EXISTING ENCLOSURE
NEW ENCLOSURE
ADD GATES TO EXISTING ENCLOSURE
15 PARALLEL PARKING STALLS
NEW ENCLOSURE (TYP)
NEW DUMPSTER/ RECYCLING ENCLOSURE (TYP)
BUS PARKING (3 SPACES)
ADD GATES TO EXISTING ENCLOSURE
13 ANGLE PARKING STALLS
PROPOSED WALKWAY TRAIL CONNECTION
6 ANGLE PARKING STALLS
Existing 6' Trail To Walmart
ADD GATES TO EXISTING ENCLOSURE
NEW ENCLOSURE
NEW ENCLOSURE
11 ANGLE PARKING STALLS
16 ANGLE PARKING STALLS
EXPAND EXISTING ENCLOSURE
13 ANGLE PARKING STALLS
NEW COMPACTOR ENCLOSURE
12' MIN. AISLE WIDTH
LANDSCAPE SCREENING
LANDSCAPE SCREENING
REALIGNMENT OF MILLENIUM TRAIL
Existing bike-block Pedestrian Crossing
PROPOSED 10' R.O.W. DEDICATION
UNDERGROUND STORAGE CONTECH CHAMBERMAX OR COUNTY APPROVED EQUAL
STORM WATER PRE-TREATMENT CONTECH CDS OR COUNTY APPROVED EQUAL
GABION BASKET WALL 175' LONG x 9' TO 12' TALL
EXISTING RETENTION POND
PROPOSED 10' R.O.W. DEDICATION
SALES STAGES OF UTAH
UTAH WARNING SIGNS
1-800-662-4111
www.utahsignals.com
CALL BEFORE YOU DIG
IT'S FREE AND IT'S THE LAW

Comment [JB3]: The SBPC felt that this Exhibit was lacking and that the architectural guidelines from the prior SPA should be included as well.

EXHIBIT D

ARCHITECTURAL DESIGN GUIDELINES FOR THE EXPANSION OF THE TANGER OUTLET CENTER

Tanger Outlet Centers – Park City, UT Expansion

That certain property located in Summit County, UT commonly known as Tanger Outlet Center and more particularly described on Exhibit A attached hereto (the "Property"), is subject to the Tanger Outlet Center Specially Planned Area Zone District Plan adopted by Ordinance _____ (the "SPA Plan"). The Property includes a shopping center already in existence as of the date hereof (the "Existing Center") and a planned expansion of the shopping center (the "Expansion").

1. General

The major objective of the exterior building design is to establish a sense of continuity with the Existing Center while at the same time creating interest through an expanded vocabulary of architectural building elements. The use of different types of gable-end roofs, varying roof heights and subtle changes in coloration of the building walls will help break down the massing of the buildings and establish appropriate scale.

2. Exterior Walls

a) Wall materials and details will be similar to the Existing Center. Arcade columns, planters, rear service walls and in general walls below the arcade ceiling will be painted masonry and concrete. Walls above the arcade will be stained wood siding and trim.

b) Acceptable exterior wall finish materials include the following:
Stained wood siding and trim;
Textured and smooth faced masonry; and
Textured and smooth faced patterned concrete.

c) Colors used shall be earth tones, subject to Summit County Planning Staff approval.

3. Roof

a) Roof materials and details will be similar to the Existing Center. Gable-end profiles and varying roof heights will be incorporated into the Expansion.

b) Acceptable roof finish materials include the following:
Standing seam metal roof; and
Nonballasted membrane roofing with metal copings and trim.

c) Color of metal roofing to match the copper-colored roof of the Existing Center. Membrane roofing to be manufacturers' "white" to match the membrane roof of the Existing Center.

4. Windows and Doors

a) Aluminum storefront doors and windows will match the Existing Center. Fixed windows in the building elements will be similar fixed glazing with wood trim with modified geometry to add interest and variety.

b) Acceptable window and door materials include the following:
Aluminum storefront system;
Wood windows with fixed acrylic glazing; and
Painted hollow metal service doors.

c) Color of aluminum storefront to match the dark bronze color of the Existing Center. Fixed glazing located in building elements to be bronze tinted with painted wood trim. Service doors painted to match adjacent walls, subject to Summit County Planning Staff approval.

5. Trash Container Enclosures

a) Trash enclosure materials and details will be similar to the Existing Center. Painted masonry to match adjacent wall color and detail with stained wood gate.

Enclosures will have a maximum wall height of 6'-0". Trash enclosures will substantially screen trash containers from view from public roads and trails.

b) Acceptable trash enclosure materials include the following:
Textured and smooth faced masonry; and
Stained wood siding.

c) Colors used shall be earth tones to match adjacent walls, subject to Summit County Planning Staff approval.

Comment [JB4]: The SBPC believed that the "Anchor sign" language and allowance should be removed in this new Exhibit and SPA.

EXHIBIT E

COMPREHENSIVE SIGN PLAN FOR THE EXPANSION OF THE TANGER OUTLET CENTER

COMPREHENSIVE SIGN PLAN

For Tanger Outlet Center

As per the SPA plan, all signage on the Property shall be in accordance with the Snyderville Basin Development Code (the "Code") as modified by this Comprehensive Sign Plan. If and when the terms of this Comprehensive Sign Plan conflict with the Code, the Comprehensive Sign Plan shall control.

Section 8.2(J) of the Code specifically provides for the utilization of a comprehensive sign plan in certain special circumstances. Section 8.2(J) describes situations in which businesses located in building complexes that are located on one or more continuous parcels and are held in unified control as appropriate for utilization of a comprehensive sign plan. As per the SPA plan, the Property meets these requirements, and this Comprehensive Sign Plan is expressly approved in the SPA plan.

1. **Phasing**. The Property includes a shopping center already in existence as of the date hereof (the "Existing Center") and a planned expansion of the shopping center (the "Expansion").

2. **Types of Signage.** The attached Exhibits A-F (the "Exhibits") are incorporated herein by this reference and contain the specific limitations and requirements for building signage on the Property. If and when any signage is proposed that is not contemplated by the Comprehensive Sign Plan or otherwise permitted by the Code, any application for such signage shall be subject to review and approval by the Director as provided in Section 8.2(J)(3) and in accordance with all other applicable provisions of the Code.

3. **Building Signage**. Building signage includes all storefront signs and under canopy signs except for anchor tenant signs. These signs shall be constructed as provided in this section and on Exhibits A-C. Under-canopy signs shall be exempt from the permit process provided they comply with this Comprehensive Sign Plan. Storefront signs are deemed to be Low Impact Use as per Section 3.4 of the Code and shall be subject to low impact review and approval by the Director. Each tenant is permitted one (1) under canopy sign and one (1) storefront sign. Except

for stores that use such words in their trade name, building signage (including storefront signs and under canopy signs) shall not include the words "factory store" or "outlet".

(a) **Storefront Signage Types**. With respect to storefront signage the Expansion includes both (i) storefronts with bulkhead areas only and no special architectural elements and (ii) storefronts with special architectural elements. Three different types of signs may be used, but, in order to promote visual variation within the overall architectural scheme, only certain signs may be used on certain storefronts, as provided below.

(i) Internally Illuminated Box Sign ("Box sign"). This type of sign consists of a painted metal box that is internally illuminated so that the box reads as opaque and letters read as illuminated.

(ii) Reverse Channel Individual Letters ("Letter Signage"). This type of signage consists of a grouping of a painted metal letters pinned away from the building surface so that the illumination washes the wall, internally backlit so that the letters read as silhouettes.

(iii) Punched Metal Sign ("Punched Metal"). This type of signage consists of a painted piece of metal with letters cut out from such piece, pinned away from the wall so that the illumination washes the wall, backlit so that the frame reads as a silhouette and the negative images of the letters read as illuminated.

Window signs are not permitted. White light will be used for all signage. The general locations for storefront signage are subject to variations in the elevations for actual tenant layout and types of signage selected by such tenants, all in accordance with this Comprehensive Sign Plan.

(b) **Design Criteria for Storefront Signs.** The Comprehensive Sign Plan is intended to encourage diversity of signage. For each type of storefront sign described in Section (a) above, the following variations are encouraged: (i) differing typefaces or letter styles, including script, (ii) the use of logos in addition to words, (iii) the use of graphic elements to provide connection, accent and detail, (iv) differing sign layouts, (v) differing sign shapes and sizes, (vi) differing signage locations on architectural elements and (vii) the use of articulated hardware to

provide detail. Storefront signage located on a special architectural element shall be appropriately proportional to that element. Storefront signage shall not extend across the entire length of the bulkhead area or special architectural element. Maximum letter sizes may be used only when other guidelines are also followed. Maximum storefront signage heights are as follows (except for anchor store signage): 15' unless special architectural element, then 16'-6".

(c) **Allowed Sign Types for Certain Storefronts**. The following chart sets for the types of storefronts on which particular types of storefront signage may be used.

Type of Storefront	Box Sign	Letter Signage	Punched Metal
Storefront with bulkhead area only, no special architectural element	Not Allowed	Allowed	Not Allowed
Storefront with special architectural element	Allowed	Not Allowed	Allowed

Examples of the sign types and some of the signage possibilities for each type are shown on Exhibits A-C. Developer, in its discretion, may choose to allow a deviation (i.e. allow punched metal signs on storefronts with bulkhead areas) from the chart above provided the proposed sign conforms to required height, color and size requirements as outlined in this Comprehensive Sign Plan.

(d) **Storefront Sign Colors**. In order to encourage visual diversity within the overall architectural scheme, the Comprehensive Sign Plan does not mandate particular colors for building signage. Color schemes of all exposed surfaces of signs shall be compatible, but contrasting, with building colors, except that, as determined by Staff in its reasonable discretion, no fluorescent colors may be used and no bright colors (in terms of color value) may be used unless used in tenant's trade dress and included in such signage for accenting tenant's image identification. The colors depicted and described on Exhibit E are acceptable for building signage.

Comment [JB5]: Paragraph 4- the Anchor sign is what is requested being removed. See also the "Anchor Tenant Signage" provisions in the exhisting sign plan which is included in this Exhibit

4. **Anchor Store Signage.** All requirements for building signage apply to all anchor stores except as specifically modified by this section. Anchor tenants which are specifically identified as anchor stores on Exhibit F storefront signage may include a logo Punched Metal or Box Sign on the architectural element in addition to or in connection with other storefront signage as provided above. Anchor store signage examples are shown on Exhibit D. Maximum height for anchor store signs is 24'. Anchor store signs are deemed to be Low Impact Use as per Section 3.4 of the Code and shall be subject to low impact review and approval by the Director.

5. **General**. This Comprehensive Sign Plan has been adopted in accordance with Section 8.2(J) of the Code. Except as expressly set forth herein, all signage on the property shall conform to all applicable provisions of Section 8.2 of the Code.

EXHIBIT A

TANGER FACTORY OUTLET CENTER

PARK CITY, UT

CHANNEL LETTER SIGNAGE CRITERIA

General Manager
Tanger Factory Outlet Centers, Inc.
6699 North Landmark Dr.
Park City, UT 84098
(435) 645-7078 (435) 645-7098 Fax

TENANT SIGN CRITERIA

I. GENERAL REQUIREMENTS

1. Obtain Landlord approval and all required permits to install all Tenant supplied exterior signage in strict accordance with the requirements set forth herein. Signage that fails to comply with these requirements shall be removed at the Tenant's sole cost. Building damage resulting from non-compliance shall be repaired by the Landlord at the Tenant's sole cost.

2. The Tenant's Sign Contractor shall provide Landlord with a written guarantee warranting the signage installation against failure to function properly and/or deterioration for a period of not less than one year from the date of installation.

3. All proposed signage should be submitted to Kate Dougherty, Director of Tenant Coordination at kadougherty@tangeroutlet.com for review and approval prior to initiating sign fabrication. The Landlord is in no way responsible for costs incurred by the Tenant or Sign Contractor for the fabrication and/or installation of unapproved signage.

4. Under-canopy signage is supplied by the Landlord at the Tenant's sole expense. A blade sign form can be found separate from your sign criteria in your welcome package. Please follow the directions carefully and return it via facsimile to (336) 292-0416 for processing. If you are in need of a blade sign form please contact Rachel Blair, Administrative Assistant, Construction at (336) 834-6848 or rablair@tangeroutlet.com.

5. Only information prepared by your selected sign contractor should be submitted. Multiple submittals from various sign contractors for the same sign will **not** be accepted for review.

6. It is tenant's responsibility to provide your sign company with the appropriate store elevation as shown on the Lease Outline Drawings (L.O.D.s). The Landlord WILL NOT supply additional copies of the elevations to your sign manufacturer.

7. All required building and/or installation permits shall be obtained and paid for by the Sign Contractor. Sign Contractor shall fully comply with all jurisdictional regulatory requirements pertaining to signage and signage installation, including but not limited to building, zoning and electrical codes.
8. Sign Contractor shall fabricate and install signs in accordance with Landlord requirements, as well as all applicable jurisdictional regulations.

9. All required building and/or installation permits shall be obtained and paid for by the Sign Contractor.

10. The Landlord shall provide one ½" conduit with one #12 THHN wire, 120v/20 amp circuit, from Tenant electrical panel to a junction box located behind the signage surface and tied to Landlord supplied central time clock. Tenant is to provide any additional circuits, tied to the Landlord's timeclock, as required by the sign's design, at the Tenant's sole expense. Under no circumstances may the Landlord's storefront signage timing device be bypassed or overridden.

11. No registered trademarks shall be installed on exposed signage surface.

12. No Cabinet signs are allowed.

13. Submittals shall include the following:
    A. 1/4" scale drawing of sign elevation indicating sign text, letter style, logo, letter height, sign location and length in relation to Tenant storefront.

    B. Sign section indicating letter configuration, construction composition and attachment method.

    C. All exposed sign surface colors.

    D. Proof of UL Certification.

14. Complete submittals shall be sent to:

    Tanger Outlets
    3200 Northline Ave., Suite 360
    Greensboro, NC 27408
    Att: Signage Support

II: SPECIFIC REQUIREMENTS

SIGNAGE DESIGN - REVERSE CHANNEL INDIVIDUAL LETTER SIGN

1. Tenant's storefront signage shall consist of a grouping of painted metal letters pinned away from building surface so that the illumination washes the wall, internally backlit so that the letters read as silhouettes.

2. The signage location for the Leased Premises, including the maximum allowable sign size, and the maximum height of the sign from sidewalk grade will be indicated on the Lease Outline Drawing (L.O.D.) to be furnished by Landlord to Tenant.

3. The storefront sign shall occupy a space on the face of the canopy designated by Landlord's architect.

4. Signs will be required to conform to the following specifications:

   a) Individual letters shall be a maximum of eighteen (18") inches high for upper case and twelve (12") inches high for lower case letters.

   b) Maximum mounting height shall be fifteen (15') feet.

   c) Maximum sign area shall be thirty (30) square feet.

   d) Letter face shall be formed of steel or aluminum with porcelain or baked enamel finish.

   e) Color selections are all Pantone colors and are as follow; #113U yellow, 180U light red, 181U dark red, 485U medium red, 298U light blue, 300U medium blue, 2945U dark blue, 563U light green, 341U medium green, 3305U dark green, 1U warm grey, 6U warm grey, 2U cool grey, 5U cool grey, 2U black, 7U black, 2U 2X black, 871U gold.

5. Tenant is encouraged to incorporate the letter style used in its Permitted Trade Name. If no particular style is used in Tenant's Permitted Trade Name any reasonable letter style will be considered. Final approval is the sole discretion of Landlord.

6. Any deviation from this criteria shall require both the Landlord's written approval and Tenant, at its sole cost and expense, obtaining a variance from Summit County.

7. Landlord shall provide and install, at Tenant's sole cost and expense, one (1) undercanopy sign based upon Landlord's signage criteria and utilize Landlord's sign contractor.

8. Tenant shall submit its own camera ready artwork based upon Landlord's signage criteria for Landlord approval.

9. Tenant and Landlord will approve final signage drawings prior to Landlord's release of the sign for fabrication and installation. Tenant will submit payment to Landlord within thirty (30) days of receipt of invoice for same.

III: SIGN CONSTRUCTION

1. All electrical signs shall carry the approval of the Underwriters Laboratories on all components parts and on the complete display. Maximum brightness of lit signs shall be fifty (50') foot Lambert measured one (1') foot from the source of light. No blinking, moving, or flashing lights shall be allowed.

2. No exposed raceways, ballast boxes or electrical transformers will be permitted except as required to be exposed by local building codes. Construction shall provide adequate grounding for all components.

3. All wires must be enclosed in Sealtight (or equal) conduit if exposed to the elements. Metal conduit may be used only if it is not exposed to the elements. All wires must be completely covered in conduit. All conduit must be strapped (secured) to walls at a minimum of five (5') foot intervals.

4. The maximum allowable transformer is a 9,000V balanced-midpoint design, using the midpoint ground. Transformers must be securely mounted and weather tight. They must also have a work space of at least three (3') feet high and three (3') feet wide.

5. All signs will have pressure or set screw connectors securely installed.

6. High voltage splices will be made in junction boxes listed for specific voltage and purpose.

7. Electrode receptacles shall be glass or porcelain only. Electrodes will be covered by silicone boots.

8. When using flexible metal conduit in excess of six (6') feet, a separate ground must be run over the entire circuit, whether primary or secondary.

9. Electrode assemblies will be supported not more than six (6") inches from the electrode terminal.

10. Wire in conduit to be 14 AWG Type GTO - 15 mini super flex 15,000V.

11. Landlord will not be responsible for signs improperly installed or manufactured, and those signs not meeting code requirements shall be removed at Tenant's sole cost and expense and refabricated to code specifications before reinstallation. Signs meeting Landlord's criteria but not meeting local code requirements shall be the sole responsibility of Tenant, and Tenant agrees not to hold Landlord liable for costs due to

conflict between Landlord's criteria and code, should such conflict arise under present code or due to future changes in code.

12. ALL ILLUMINATED SIGNS SHALL CONFORM TO NEC ARTICLE 600, SHALL MEET ALL APPLICABLE CODES AND CARRY THE UL LABEL.

13. Landlord has the right to approve signage installation methods prior to signage installation and Landlord has the right to disapprove signage installation methods after signage installation.

Installation

1. Sign Contractor must contact General Manager at (435) 645-7078, TWO BUSINESS DAYS before installation of any sign assembly to coordinate date and time.

2. Sign Contractor must check in to office when arriving on site for installation.

3. Upon completion of the sign installation and prior to closing access to the wall surface to which the sign is installed, the Sign Contractor shall review the sign installation with the General Manager.

IV. SIGN REMOVAL

a. Pursuant to your lease, tenant is responsible for removing the store raceway sign and repairing the sign band to its original condition when vacating the suite. **Repairs must be completed by the center's mandatory certified EIFS contractors.** Tenant can contact the General Manager or Corporate office for this information.

b. We will require in writing a date of repair before you vacate the premises. If repairs are not completed within the 15 day store closing requested timeframe, Tanger will complete the repair and will bill back the tenant for the expense.

If you have any questions please contact Kate Dougherty at 717-261-1117.

New Store Opening Banners - if applicable.

Upon Landlord's prior written approval, Tenant will be permitted to provide and install at Tenant's sole cost and expense, one (1) temporary banner. The temporary banner shall be removed by Tenant at Tenant's sole cost and expense no later than thirty (30) days from store opening. Permanent signage is required to be installed within thirty (30) days after Tenant's store opens for business at Tenant's sole cost and expense.

Special Events Banner Signage

Other banner signage may be permitted with prior written center management approval for special events at the Retail Development. All such banners must comply with local code requirements. Banner signage specifications and criteria must comply with the Retail Development's requirements. Tenant, at its sole cost and expense, will be responsible for banner fabrication. Landlord will provide installation and removal all such banners at Tenant's sole cost and expense.

Installation

4. Sign Contractor must contact General Manager at (435) 645-7078, TWO BUSINESS DAYS before installation of any sign assembly to coordinate date and time.

5. Sign Contractor must check in to office when arriving on site for installation.

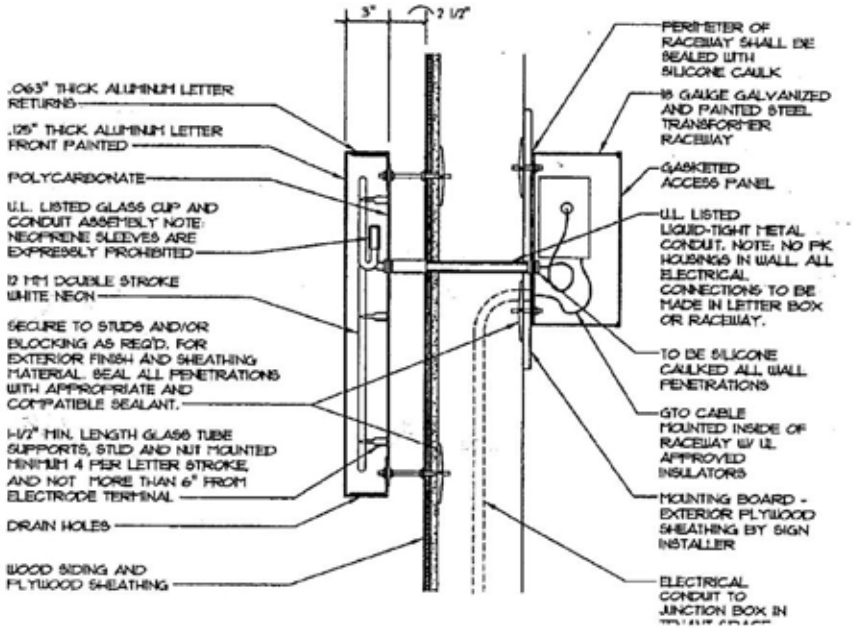
6. Upon completion of the sign installation and prior to closing access to the wall surface to which the sign is installed, the Sign Contractor shall review the sign installation with the General Manager.

If you have any questions please contact Kate Dougherty at 717-261-1117.

PARK CITY

Building Signage

Channel Letter Detail



PARK CITY

Building Signage

Sign Type F1 Storefront Sign Example

REVERSE CHANNEL LETTER SIGN

SCALE: 1/8" = 1'-0"

MAX. MOUNTING HEIGHT @ 15'-0" TYP. OF TYPE F1
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 30 SF

NOTE: BUILDING SIGNAGE INDICATED IN THIS EXHIBIT IS INTENDED AS AN EXAMPLE OR GUIDELINE AND NOT ACTUAL SIGN. ACTUAL SIGNAGE TO BE DESIGNED BY TENANT. ONE SIGN PER TENANT.

PARK CITY

Building Signage

Sign Type F1 Storefront Sign Example

REVERSE CHANNEL LETTER SIGN

SCALE: 1/8" = 1'-0"

MAX. MOUNTING HEIGHT @ 15'-0" TYP. OF TYPE F1
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 30 SF

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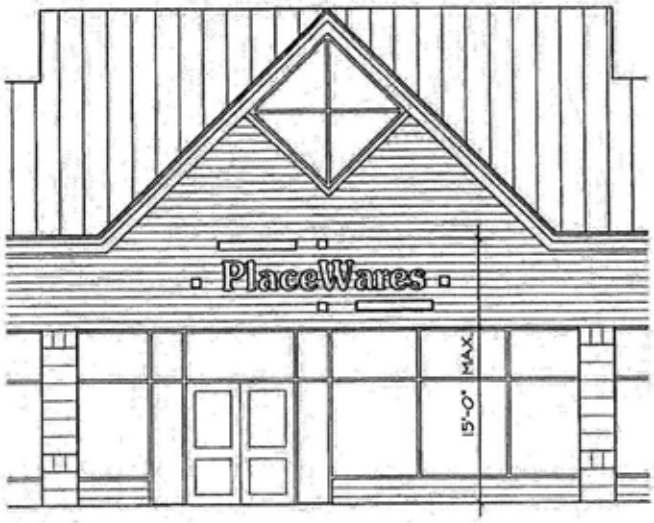
PARK CITY

Building Signage

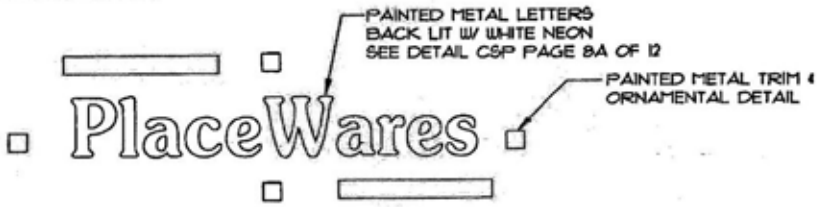
Sign Type F1 Storefront Sign Example



REVERSE CHANNEL LETTER SIGN

SCALE: 1/8" = 1'-0"

MAX. MOUNTING HEIGHT @ 15'-0" TYP. OF TYPE F1
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 30 SF



NOTE: BUILDING SIGNAGE INDICATED IN THIS EXHIBIT IS INTENDED AS AN EXAMPLE OR GUIDELINE AND NOT ACTUAL SIGN. ACTUAL SIGNAGE TO BE DESIGNED BY TENANT. ONE SIGN PER TENANT.

PARK CITY

Building Signage
Sign Type F1
Storefront Sign Example

REVERSE CHANNEL LETTER SIGN
SCALE: 1/8" = 1'-0"

MAX. MOUNTING HEIGHT @ 15'-0" TYP. OF TYPE F1
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 30 SF

PAINTED METAL LETTERS BACK LIT W/ WHITE NEON. SEE DETAIL CSP PAGE 8A OF 12

PAINTED METAL TRIM & ORNAMENTAL DETAIL

NOTE: BUILDING SIGNAGE INDICATED IN THIS EXHIBIT IS INTENDED AS AN EXAMPLE OR GUIDELINE AND NOT ACTUAL SIGN. ACTUAL SIGNAGE TO BE DESIGNED BY TENANT. ONE SIGN PER TENANT.

PARK CITY

Building Signage
Sign Type F1
Storefront Sign Example

REVERSE CHANNEL LETTER SIGN
SCALE: 1/8" = 1'-0"

MAX. MOUNTING HEIGHT @ 15'-0" TYP. OF TYPE F1
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 30 SF

NOTE: BUILDING SIGNAGE INDICATED IN THIS EXHIBIT IS INTENDED AS AN EXAMPLE OR GUIDELINE AND NOT ACTUAL SIGN. ACTUAL SIGNAGE TO BE DESIGNED BY TENANT. ONE SIGN PER TENANT.

PARK CITY

Building Signage

Sign Type F1 Storefront Sign Example

REVERSE CHANNEL LETTER SIGN
SCALE 1/8" = 1'-0"

MAX. MOUNTING HEIGHT @ 15'-0" TYP. OF TYPE F1
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 30 SF

PAINTED METAL LETTERS
BACK LIT W/ WHITE NEON.
SEE DETAIL CSP PAGE 8A OF 12

ComputerLand

NOTE: BUILDING SIGNAGE INDICATED IN THIS EXHIBIT IS INTENDED AS AN EXAMPLE OR GUIDELINE AND NOT ACTUAL SIGN. ACTUAL SIGNAGE TO BE DESIGNED BY TENANT. ONE SIGN PER TENANT.

EXHIBIT B

TANGER FACTORY OUTLET CENTER

PARK CITY, UT

SIGNAGE CRITERIA

PUNCH METAL CRITERIA

General Manager
Tanger Factory Outlet Centers, Inc.
6699 North Landmark Dr.
Park City, UT 84098
(435) 645-7078 (435) 645-7098 Fax

TENANT SIGN CRITERIA

I. GENERAL REQUIREMENTS

1. Obtain Landlord approval and all required permits to install all Tenant supplied exterior signage in strict accordance with the requirements set forth herein. Signage that fails to comply with these requirements shall be removed at the Tenant's sole cost. Building damage resulting from non-compliance shall be repaired by the Landlord at the Tenant's sole cost.

2. The Tenant's Sign Contractor shall provide Landlord with a written guarantee warranting the signage installation against failure to function properly and/or deterioration for a period of not less than one year from the date of installation.

3. All proposed signage should be submitted to Kate Dougherty, Director of Tenant Coordination at kadougherty@tangeroutlet.com for review and approval prior to initiating sign fabrication. The Landlord is in no way responsible for costs incurred by the Tenant or Sign Contractor for the fabrication and/or installation of unapproved signage.

4. Undercanopy signage is supplied by the Landlord at the Tenant's sole expense. **General Manager will order and install with center's mandatory blade sign vendor**. A blade sign form can be found separate from your sign criteria in your welcome package. Please follow the directions carefully and return it via facsimile to (336) 292-0416 for processing. If you need a blade sign form please contact Rachel Blair, Administrative Assistant at (336) 834-6848.

5. Only information prepared by your selected sign contractor should be submitted. Multiple submittals from various sign contractors for the same sign will **not** be accepted for review.

6. It is tenant's responsibility to provide your sign company with the appropriate store elevation as shown on the Lease Outline Drawings (L.O.D.s). The Landlord WILL NOT supply additional copies of the elevations to your sign manufacturer.

7. All required building and/or installation permits shall be obtained and paid for by the Sign Contractor. Sign Contractor shall fully comply with all jurisdictional regulatory requirements pertaining to signage and signage installation, including but not limited to building, zoning and electrical codes.

8. Sign Contractor shall fabricate and install signs in accordance with Landlord requirements, as well as all applicable jurisdictional regulations.

9. All required building and/or installation permits shall be obtained and paid for by the Sign Contractor.

10. The Landlord shall provide one ½" conduit with one #12 THHN wire, 120v/20 amp circuit, from Tenant electrical panel to a junction box located behind the signage surface and tied to Landlord supplied central time clock. Tenant is to provide any additional circuits, tied to the Landlord's timeclock, as required by the sign's design, at the Tenant's sole expense. Under no circumstances may the Landlord's storefront signage timing device be bypassed or overridden.

11. No registered trademarks shall be installed on exposed signage surface.

12. No Cabinet signs are allowed.

13. Submittals shall include the following:
    A. 1/4" scale drawing of sign elevation indicating sign text, letter style, logo, letter height, sign location and length in relation to Tenant storefront.

    B. Sign section indicating letter configuration, construction composition and attachment method.

    C. All exposed sign surface colors.

    D. Proof of UL Certification.

14. Complete submittals shall be sent to:

    Tanger Outlets
    3200 Northline Ave., Suite 360
    Greensboro, NC 27408
    Att: Signage Support

II. SPECIFIC REQUIREMENTS

I. SIGN DESIGN - PUNCHED METAL SIGN

A. Signage shall be limited to the Permitted Trade Name of the store. Logos and other trademarks may be used with Landlord's approval, which may be withheld at Landlord's sole and absolute discretion. The words "Factory Store or Outlet" are not permissible by county code, unless such words are used in the store Permitted Trade name.

B. Tenant's storefront signage shall consist of a painted piece of metal with letters cut out from such piece, pinned away from the wall so that the illumination washes the wall, backlit, so that the frame reads as a silhouette and the negative images of the letters read as illuminated. The signage location for the Leased Premises, including the maximum allowable sign size, and the maximum height of the sign from sidewalk grade will be indicated on the Lease Outline Drawing (L.O.D.) to be furnished by Landlord to Tenant. In addition, the sign design is attached as Exhibit E-1.

C. The storefront sign shall occupy a space on the face of the canopy designated by Landlord's architect.

D. Signs will be required to conform to the following specifications:

1) Individual letters shall be a maximum of eighteen (18") inches high for upper case and twelve (12") inches high for lower case letters. Maximum mounting height shall be 16'6". Maximum sign area shall be forty five (45) square feet.

2) Letter face shall be formed of steel or aluminum with porcelain or baked enamel finish. Color selections are all Pantone colors and are as follow; #113U yellow, 180U light red, 181U dark red, 485U medium red, 298U light blue, 300U medium blue, 2945U dark blue, 563U light green, 341U medium green, 3305U dark green, 1U warm grey, 6U warm grey, 2U cool grey, 5U cool grey, 2U black, 7U black, 2U 2X black, 871U gold.

M. Tenant is encouraged to incorporate the letter style used in its Permitted Trade Name. If no particular style is used in Tenant's Permitted Trade Name any reasonable letter style will be considered. Final approval is the sole discretion of Landlord.

N. Any deviation from this criteria shall require both the Landlord's written approval and Tenant, at its sole cost and expense, **obtaining a variance from Summit County.**

O. Landlord shall provide and install, at tenant's sole cost and expense, one (1) undercanopy sign based upon Landlord's signage criteria and utilize Landlord's sign contractor.

P. Tenant shall submit its own camera ready artwork based upon Landlord's signage criteria.

Q. Landlord approval. The sign shall be a two inch (2") thick high density urethane blade double-faced non-illuminated sign suspended from canopy soffit perpendicular to storefront.

R. In the event that Landlord elects to provide and install the undercanopy and/or face of canopy signage for Tenant, which shall be done at Tenant's sole cost and expense, Tenant and Landlord will approve signage drawings prior to Landlord's release of the sign for fabrication and installation. Tenant will submit payment to Landlord within thirty (30) days of receipt of invoice for same.

II. SIGN CONSTRUCTION

1. All electrical signs shall carry the approval of the Underwriters Laboratories on all components parts and on the complete display. Maximum brightness of lit signs shall be fifty (50') foot Lambert measured one (1') foot from the source of light. No blinking, moving, or flashing lights shall be allowed.

2. No exposed raceways, ballast boxes or electrical transformers will be permitted except as required to be exposed by local building codes. Construction shall provide adequate grounding for all components.

3. All wires must be enclosed in Sealtight (or equal) conduit if exposed to the elements. Metal conduit may be used only if it is not exposed to the elements. All wires must be completely covered in conduit. All conduit must be strapped (secured) to walls at a minimum of five (5') foot intervals.

4. The maximum allowable transformer is a 9,000V balanced-midpoint design, using the midpoint ground. Transformers must be securely mounted and weather tight. They must also have a work space of at least three (3') feet high and three (3') feet wide.

5. All signs will have pressure or set screw connectors securely installed.

6. High voltage splices will be made in junction boxes listed for specific voltage and purpose.

7. Electrode receptacles shall be glass or porcelain only. Electrodes will be covered by silicone boots.

8. When using flexible metal conduit in excess of six (6') feet, a separate ground must be run over the entire circuit, whether primary or secondary.

9. Electrode assemblies will be supported not more than six (6") inches from the electrode terminal.

10. Wire in conduit to be 14 AWG Type GTO - 15 mini super flex 15,000V.

11. Landlord will not be responsible for signs improperly installed or manufactured, and those signs not meeting code requirements shall be removed at Tenant's sole cost and expense and refabricated to code specifications before reinstallation. Signs meeting Landlord's criteria but not meeting local code requirements shall be the sole responsibility of Tenant, and Tenant agrees not to hold Landlord liable for costs due to conflict between Landlord's criteria and code, should such conflict arise under present code or due to future changes in code.

12. ALL ILLUMINATED SIGNS SHALL CONFORM TO NEC ARTICLE 600, SHALL MEET ALL APPLICABLE CODES AND CARRY THE UL LABEL.

13. Landlord has the right to approve signage installation methods prior to signage installation and Landlord has the right to disapprove signage installation methods after signage installation.

III. New Store Opening Banners - if applicable.

Upon Landlord's prior written approval, Tenant will be permitted to provide and install at Tenant's sole cost and expense, one (1) temporary banner. The temporary banner shall be removed by Tenant at Tenant's sole cost and expense no later than thirty (30) days from store opening. Permanent signage is required to be installed within thirty (30) days after Tenant's store opens for business at Tenant's sole cost and expense.

IV. Special Events Banner Signage

Other banner signage may be permitted with prior written center management approval for special events at the center. All such banners must comply with local code requirements. Banner signage specifications and criteria must comply with the Retail Development's requirements. Tenant, at its sole cost and expense, will be responsible for banner fabrication. Landlord will provide installation and removal all such banners at Tenant's sole cost and expense.

V. INSTALLATION

1. Sign Contractor must contact General Manager at (435) 645-7078, TWO BUSINESS DAYS before installation of any sign assembly to coordinate date and time.

2. Sign Contractor must check in to office when arriving on site for installation.

3. Upon completion of the sign installation and prior to closing access to the wall surface to which the sign is installed, the Sign Contractor shall review the sign installation with the General Manager.

VI. SIGN REMOVAL

1. Pursuant to your lease, tenant is responsible for removing the store raceway sign and repairing the sign band to its original condition when vacating the suite. **Repairs must be completed by the center's mandatory certified EIFS contractors.** Tenant can contact the General Manager or Corporate office for this information.

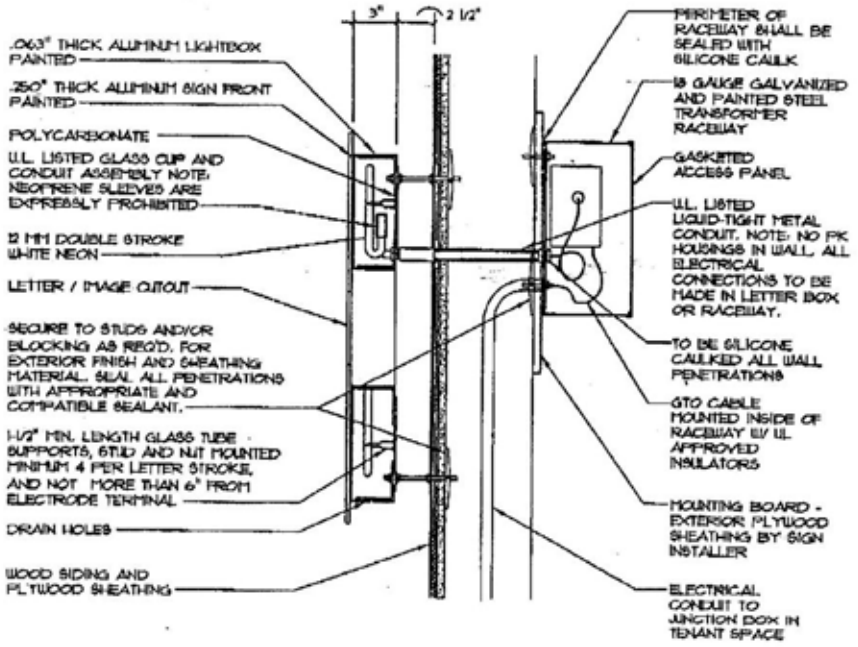
2. We will require in writing a date of repair before you vacate the premises. If repairs are not completed within the 15 day store closing requested timeframe, Tanger will complete the repair and will bill back the tenant for the expense.

If you have any questions please contact Kate Dougherty at 717-261-1117.

Tanger Outlet Center-Park City, UT
Sign Criteria
Page 9 of 10

PARK CITY

Building Signage
Punched Metal Sign Detail

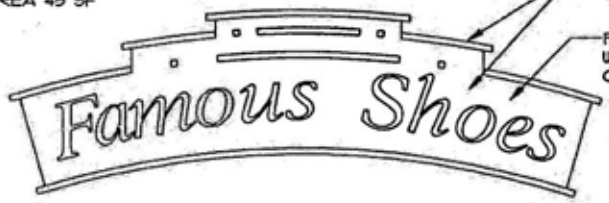


PARK CITY

Building Signage
Sign Type F3
Storefront Sign Example

PUNCHED METAL SIGN
SCALE: 1/8" = 1'-0"

MAX. MOUNTING HEIGHT = 16'-6" TYP. OF TYPE F3
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 45 SF



PAINTED METAL TRIM AND ORNAMENTAL DETAIL

PUNCHED METAL BACK LIT W/ WHITE NEON. SEE DETAIL CSP PAGE 8C OF 12

NOTE: BUILDING SIGNAGE INDICATED IN THIS EXHIBIT IS INTENDED AS AN EXAMPLE OR GUIDELINE AND NOT ACTUAL SIGN. ACTUAL SIGNAGE TO BE DESIGNED BY TENANT PROPORTIONAL TO ARCHITECTURAL ELEMENT ON WHICH THEY ARE LOCATED. ONE SIGN PER TENANT.

PARK CITY

Building Signage
Sign Type F3
Storefront Sign Example

PUNCHED METAL SIGN
SCALE: 1/8" = 1'-0"

MAX. MOUNTING HEIGHT = 16'-6" TYP. OF TYPE F3
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 45 SF

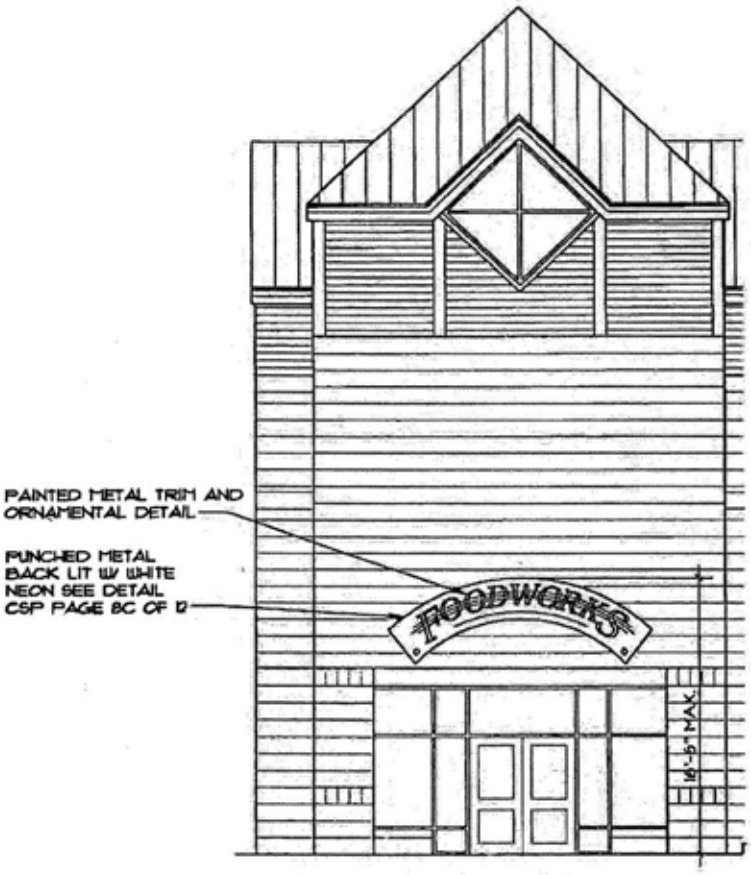
NOTE: BUILDING SIGNAGE INDICATED IN THIS EXHIBIT IS INTENDED AS AN EXAMPLE OR GUIDELINE AND NOT ACTUAL SIGN. ACTUAL SIGNAGE TO BE DESIGNED BY TENANT PROPORTIONAL TO ARCHITECTURAL ELEMENT ON WHICH THEY ARE LOCATED. ONE SIGN PER TENANT.

PAINTED METAL TRIM AND ORNAMENTAL DETAIL

PUNCHED METAL BACK LIT W/ WHITE NEON SEE DETAIL CSP PAGE 8C OF 12

PARK CITY

Building Signage
Sign Type F3
Storefront Sign Example



PUNCHED METAL SIGN
SCALE: 1/8" = 1'-0"

MAX. MOUNTING HEIGHT @ 16'-6" TYP. OF TYPE F3
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 45 SF

NOTE: BUILDING SIGNAGE INDICATED IN THIS EXHIBIT IS INTENDED AS AN EXAMPLE OR GUIDELINE AND NOT ACTUAL SIGN. ACTUAL SIGNAGE TO BE DESIGNED BY TENANT PROPORTIONAL TO ARCHITECTURAL ELEMENT ON WHICH THEY ARE LOCATED. ONE SIGN PER TENANT.

EXHIBIT C

TANGER FACTORY OUTLET CENTER

PARK CITY, UT

BOX SIGN SIGNAGE CRITERIA

Tanger Factory Outlet Center
General Manager
6699 North Landmark Dr.
Park City, UT 84098
(435) 645-7078 Phone (435) 645-7098 Fax

SIGNAGE CRITERIA

I. GENERAL REQUIREMENTS

1. Obtain Landlord approval and all required permits to install all Tenant supplied exterior signage in strict accordance with the requirements set forth herein. Signage that fails to comply with these requirements shall be removed at the Tenant's sole cost. Building damage resulting from non-compliance shall be repaired by the Landlord at the Tenant's sole cost.

2. The Tenant's Sign Contractor shall provide Landlord with a written guarantee warranting the signage installation against failure to function properly and/or deterioration for a period of not less than one year from the date of installation.

3. All proposed signage should be submitted to Kate Dougherty, Director of Tenant Coordination at kadougherty@tangeroutlet.com for review and approval prior to initiating sign fabrication. The Landlord is in no way responsible for costs incurred by the Tenant or Sign Contractor for the fabrication and/or installation of unapproved signage.

4. Undercanopy signage is supplied by the Landlord at the Tenant's sole expense. A blade sign form can be found separate from your sign criteria in your welcome package. **Center has a mandatory blade sign vendor.** General Manager will order and install the blade sign. Please follow the directions carefully and return it via email to rablair@tangeroutlet.com or facsimile to (336) 292-0416 for processing. If you need a blade sign form please contact Rachel Blair, Administrative Assistant, Construction at (336) 834-6848.

5. Only information prepared by your selected sign contractor should be submitted. Multiple submittals from various sign contractors for the same sign will **not** be accepted for review.

6. It is tenant's responsibility to provide your sign company with the appropriate store elevation as shown on the Lease Outline Drawings (L.O.D.s). The Landlord WILL NOT supply additional copies of the elevations to your sign manufacturer.

7. All required building and/or installation permits shall be obtained and paid for by the Sign Contractor. Sign Contractor shall fully comply with all jurisdictional regulatory requirements pertaining to signage and signage installation, including but not limited to building, zoning and electrical codes.

8. Sign Contractor shall fabricate and install signs in accordance with Landlord requirements, as well as all applicable jurisdictional regulations.

9. All required building and/or installation permits shall be obtained and paid for by the Sign Contractor.

10. The Landlord shall provide one ½" conduit with one #12 THHN wire, 120v/20 amp circuit, from Tenant electrical panel to a junction box located behind the signage surface and tied to Landlord supplied central time clock. Tenant is to provide any additional circuits, ** tied to the Landlord's timeclock, as required by the sign's design, at the Tenant's sole expense. Under no circumstances may the Landlord's storefront signage timing device be bypassed or overridden. (**Confirm with center manager).

11. No registered trademarks shall be installed on exposed signage surface.

12. No Cabinet signs are allowed.

13. Submittals shall include the following:
    A. 1/4" scale drawing of sign elevation indicating sign text, letter style, logo, letter height, sign location and length in relation to Tenant storefront.

    B. Sign section indicating letter configuration, construction composition and attachment method.

    C. All exposed sign surface colors.

    D. Proof of UL Certification.

14. Complete submittals shall be sent to:

    Tanger Outlets
    3200 Northline Ave., Suite 360
    Greensboro, NC 27408
    Att: Signage Support

II. SPECIFIC REQUIREMENTS

1. Signage shall be limited to the Permitted Trade Name of the store. Logos and other trademarks may be used with Landlord's approval, which may be withheld at Landlord's sole and absolute discretion. The words "Factory Store or Outlet" are not permissible by county code, unless such words are used in the store Permitted Trade name.

2. Tenant's storefront signage shall consist of a painted metal box that is internally illuminated so that the box reads as opaque and the letters read as illuminated.

3. The signage location for the Leased Premises, including the maximum allowable sign size, and the maximum height of the sign from sidewalk grade will be indicated on the Lease Outline Drawing (L.O.D.) to be furnished by Landlord to Tenant.

4. The storefront sign shall occupy a space on the face of the canopy designated by Landlord's architect.

5. Signs will be required to conform to the following specifications:

   a. Cut-out's of letters shall be a maximum of eighteen (18") inches high for upper case and twelve (12") inches high for lower case letters. Maximum mounting height shall be 16'6". Maximum sign area shall be forty-five (45) square feet.

   b. Letter face and box return shall be formed of steel or aluminum with porcelain or baked enamel finish.

   c. Color selections are all Pantone colors and are as follows:
   #113U yellow, 180U light red, 181U dark red, 485U medium red, 298U light blue, 300U medium blue, 2945U dark blue, 563U light green, 341U medium green, 3305U dark green, 1U warm grey, 6U warm grey, 2U cool grey, 5U cool grey, 2U black, 7U black, 2U 2X black, 871U gold. See attached – page 8.

6. Tenant is encouraged to incorporate the letter style used in its Permitted Trade Name. If no particular style is used in Tenant's Permitted Trade Name any reasonable letter style will be considered. Final approval is the sole discretion of Landlord.

7. Any deviation from this criteria shall require both the Landlord's written approval and Tenant, at its sole cost and expense, obtaining a variance from Summit County.

III. SIGNAGE CONSTRUCTION

1. All electrical signs shall carry the approval of the Underwriters Laboratories on all components parts and on the complete display. Maximum brightness of lit signs shall be

fifty (50') foot Lambert measured one (1') foot from the source of light. No blinking, moving, or flashing lights shall be allowed.

2. No exposed raceways, ballast boxes or electrical transformers will be permitted except as required to be exposed by local building codes. Construction shall provide adequate grounding for all components.

3. All wires must be enclosed in Sealtight (or equal) conduit if exposed to the elements. Metal conduit may be used only if it is not exposed to the elements. All wires must be completely covered in conduit. All conduit must be strapped (secured) to walls at a minimum of five (5') foot intervals.

4. The maximum allowable transformer is a 9,000V balanced-midpoint design, using the midpoint ground. Transformers must be securely mounted and weather tight. They must also have a work space of at least three (3') feet high and three (3') feet wide.

5. All signs will have pressure or set screw connectors securely installed.

6. High voltage splices will be made in junction boxes listed for specific voltage and purpose.

7. Electrode receptacles shall be glass or porcelain only. Electrodes will be covered by silicone boots.

8. When using flexible metal conduit in excess of six (6') feet, a separate ground must be run over the entire circuit, whether primary or secondary.

9. Electrode assemblies will be supported not more than six (6") inches from the electrode terminal.

10. Wire in conduit to be 14 AWG Type GTO - 15 mini super flex 15,000V.

11. Landlord will not be responsible for signs improperly installed or manufactured, and those signs not meeting code requirements shall be removed at Tenant's sole cost and expense and re-fabricated to code specifications before reinstallation.

12. Signs meeting Landlord's criteria but not meeting local code requirements shall be the sole responsibility of Tenant, and Tenant agrees not to hold Landlord liable for costs due to conflict between Landlord's criteria and code, should such conflict arise under present code or due to future changes in code.

13. ALL ILLUMINATED SIGNS SHALL CONFORM TO NEC ARTICLE 600, SHALL MEET ALL APPLICABLE CODES AND CARRY THE UL LABEL.

14. Landlord has the right to approve signage installation methods prior to signage installation and Landlord has the right to disapprove signage installation methods after signage installation.

IV. **Blade Sign**

Undercanopy signage is ordered and installed by the Landlord at the Tenant's sole expense. A blade sign form can be found separate from your sign criteria in your welcome package. **Center has a mandatory blade sign vendor.** General Manager will order and install the blade sign.

V. **New Store Opening Banners (if applicable).**

Upon Landlord's prior written approval, Tenant will be permitted to provide and install at Tenant's sole cost and expense, one (1) temporary banner. The temporary banner shall be removed by Tenant at Tenant's sole cost and expense no later than thirty (30) days from store opening. Permanent signage is required to be installed within thirty (30) days after Tenant's store opens for business at Tenant's sole cost and expense.

VI. **Special Events Banner Signage**

Other banner signage may be permitted with the General Manager's prior written for special events at the center. All such banners must comply with local code requirements. Banner signage specifications and criteria must comply with the center's requirements. Tenant, at its sole cost and expense, will be responsible for banner fabrication. Landlord will provide installation and removal all such banners at Tenant's sole cost and expense.

VII. **Installation**

1. Sign Contractor must contact General Manager at (435) 645-7078 TWO BUSINESS DAYS before installation of any sign assembly to coordinate date and time.

2. Sign Contractor must check in to office when arriving on site for installation.

3. Upon completion of the sign installation and prior to closing access to the wall surface to which the sign is installed, the Sign Contractor shall review the sign installation with the General Manager.

VIII. **SIGN REMOVAL**

1. Pursuant to your lease, tenant is responsible for removing the store raceway sign and repairing the sign band to its original condition when vacating the suite. **Repairs**

must be completed by the center's mandatory certified EIFS contractors. Tenant can contact the General Manager or Corporate office for this information.

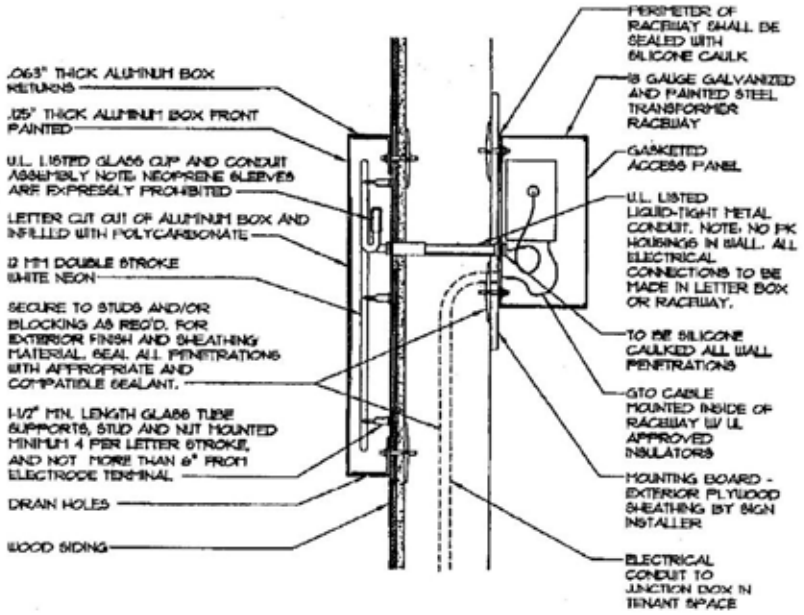
2. We will require in writing a date of repair before you vacate the premises. If repairs are not completed within the 15 day store closing requested timeframe, Tanger will complete the repair and will bill back the tenant for the expense.

If you have any questions please contact Kate Dougherty at 717-261-1117.

PARK CITY

Building Signage

Box Sign w/ Acrylic Infill

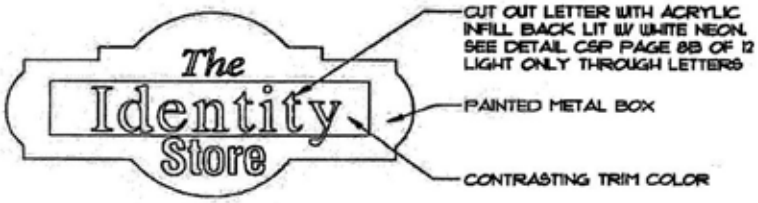


PARK CITY

Building Signage
Sign Type F2
Storefront Sign Example

BOX SIGN
SCALE: 1/8" = 1'-0"

MAX. MOUNTING HEIGHT = 16'-6" TYP. OF TYPE F2
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 45 SF



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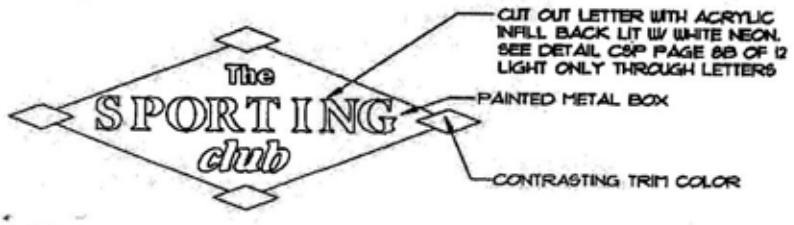
003

PARK CITY

Building Signage
Sign Type F2
Storefront Sign Example

BOX SIGN
SCALE: 1/8" = 1'-0"

MAX. MOUNTING HEIGHT = 16'-6" TYP. OF TYPE F2
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 45 SF



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PARK CITY

Building
Signage
Sign Type F2
Storefront
Sign Example

BOX SIGN
SCALE: 1/8" = 1'-0"

MAX. MOUNTING HEIGHT = 16'-6" TYP. OF TYPE F2
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 45 SF

NOTE: BUILDING SIGNAGE INDICATED IN THIS EXHIBIT IS INTENDED AS AN EXAMPLE OR GUIDELINE AND NOT ACTUAL SIGN. ACTUAL SIGNAGE TO BE DESIGNED BY TENANT PROPORTIONAL TO ARCHITECTURAL ELEMENT ON WHICH THEY ARE LOCATED. ONE SIGN PER TENANT.

PARK CITY

Building Signage
Sign Type F2
Storefront Sign Example

BOX SIGN
SCALE: 1/8" = 1'-0"

MAX. MOUNTING HEIGHT = 16'-6" TYP. OF TYPE F2
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 45 SF

NOTE: BUILDING SIGNAGE INDICATED IN THIS EXHIBIT IS INTENDED AS AN EXAMPLE OR GUIDELINE AND NOT ACTUAL SIGN. ACTUAL SIGNAGE TO BE DESIGNED BY TENANT PROPORTIONAL TO ARCHITECTURAL ELEMENT ON WHICH THEY ARE LOCATED. ONE SIGN PER TENANT.

EXHIBIT D

TANGER FACTORY OUTLET CENTER

PARK CITY, UT

ANCHOR TENANT SIGNAGE CRITERIA

General Manager
Tanger Factory Outlet Centers, Inc.
6699 North Landmark Dr.
Park City, UT 84098
(435) 645-7078 (435) 645-7098 Fax

TENANT SIGN CRITERIA

I. GENERAL REQUIREMENTS

A. Obtain Landlord approval and all required permits to install all Tenant supplied exterior signage in strict accordance with the requirements set forth herein. Signage that fails to comply with these requirements shall be removed at the Tenant's sole cost. Building damage resulting from non-compliance shall be repaired by the Landlord at the Tenant's sole cost.

B. The Tenant's Sign Contractor shall provide Landlord with a written guarantee warranting the signage installation against failure to function properly and/or deterioration for a period of not less than one year from the date of installation.

C. All proposed signage should be submitted to Kate Dougherty, Director of Tenant Coordination at kadougherty@tangeroutlet.com for review and approval prior to initiating sign fabrication. The Landlord is in no way responsible for costs incurred by the Tenant or Sign Contractor for the fabrication and/or installation of unapproved signage.

D. Undercanopy signage is supplied by the Landlord at the Tenant's sole expense. A blade sign form can be found separate from your sign criteria in your welcome package. Please follow the directions carefully and return it via email to rablair@tangeroutlet.com or facsimile to (336)292-0416 for processing. If you need a blade sign form please contact Rachel Blair, Administrative Assistant at (336) 834-6848.

E. Only information prepared by your selected sign contractor should be submitted. Multiple submittals from various sign contractors for the same sign will **not** be accepted for review.

F. It is Tenant's responsibility to provide your sign company with the appropriate store elevation as shown on the Lease Outline Drawings (L.O.D.s). The Landlord WILL NOT supply additional copies of the elevations to your sign manufacturer.

G. All required building and/or installation permits shall be obtained and paid for by the Sign Contractor. Sign Contractor shall fully comply with all jurisdictional regulatory requirements pertaining to signage and signage installation, including but not limited to building, zoning and electrical codes.

H. Sign Contractor shall fabricate and install signs in accordance with Landlord requirements, as well as all applicable jurisdictional regulations.

I. All required building and/or installation permits shall be obtained and paid for by the Sign Contractor.

J. The Landlord shall provide one ½" conduit with one #12 THHN wire, 120v/20 amp circuit, from Tenant electrical panel to a junction box located behind the signage surface and tied to Landlord supplied central time clock. Tenant is to provide any additional circuits, tied to the Landlord's timeclock, as required by the sign's design, at the Tenant's sole expense. Under no circumstances may the Landlord's storefront signage timing device be bypassed or overridden.

K. No registered trademarks shall be installed on exposed signage surface.

L. No Cabinet signs are allowed.

M. Submittals shall include the following:

a. 1/4" scale drawing of sign elevation indicating sign text, letter style, logo, letter height, sign location and length in relation to Tenant storefront.

b. Sign section indicating letter configuration, construction composition and attachment method.

c. All exposed sign surface colors.

d. Proof of UL Certification.

N. Complete submittals shall be sent to:

Tanger Outlets
3200 Northline Ave., Suite 360
Greensboro, NC 27408
Att: Signage Support

SIGN CRITERIA

I: SPECIFIC REQUIREMENTS

A. Signage shall be limited to the Permitted Trade Name of the store. Logos and other trademarks may be used with Landlord's approval, which may be withheld at Landlord's sole and absolute discretion. The words "Factory Store or Outlet" are not permissible by county code, unless such words are used in the store Permitted Trade Name.

B. Tenant's storefront signage shall consist of one or more of the types of signs listed below in paragraph G. The signage location for the Leased Premises, including the maximum allowable sign size, and the maximum height of the sign from sidewalk grade will be indicated in the Lease Outline Drawing (L.O.D.) to be furnished by Landlord to Tenant. In addition, the sign design is attached as Exhibit E-1.

C. The storefront sign shall occupy a space on the canopy facade designated by Landlord's architect.

D. Anchor Store Signage ("Anchor Signage") will be allowed for stores designated as anchor stores which will have the largest special architectural elements.

E. All requirements of building signage will apply to Anchor Signage except as modified by the Comprehensive Sign Plan. This modification allows for storefront signage that may include a logo Punched Metal or Box Sign on the architectural element in addition to or in connection with other storefront signage provided below.

F. In addition, the allowable maximum height of an Anchor Signage is increased proportionally from typical storefront signage. With respect to storefront signage, the existing Center and the Expansion include both (i) storefronts with bulkhead areas only and no special architectural elements and (ii) storefronts with special architectural elements.

G. Three different types of signs may be used, but only certain signs may be used on certain storefronts. The three types of signs are as follows:

(1) Internally Illuminated Box Sign ("Box Sign"). This type of sign consists of a painted metal box that is internally illuminated so that the box reads as opaque and the letters read as illuminated.

(2) Reverse Channel Individual Letters ("Letter Signage"). This type of signage consists of a grouping of painted metal letters pinned away from building surface so that the illumination washes the wall, internally backlit so that the letters read as silhouettes.

(3) Punched Metal Sign ("Punched Metal") This type of sign consists of a painted piece of metal with letters cut out from such piece, pinned away from the wall so that the illumination washes the wall, backlit so that the frame reads as a silhouette and the negative images of the letters read as illuminated.

H. Signs will be required to conform to the following specifications:

1) Individual letters or cut-out's of letters shall be a maximum of eighteen (18") inches high for upper case and twelve (12") inches high for lower case letters. Maximum mounting height shall be twenty four (24') feet. Maximum sign area shall be sixty (60) square feet.

2) Letter face and return shall be formed of steel or aluminum with porcelain or baked enamel finish. Color selections are all Pantone colors and are as follow; #113U yellow, 180U light red, 181U dark red, 485U medium red, 298U light blue, 300U medium blue, 2945U dark blue, 563U light green, 341U medium green, 3305U dark green, 1U warm grey, 6U warm grey, 2U cool grey, 5U cool grey, 2U black, 7U black, 2U 2X black, 871U gold.

I. Tenant is encouraged to incorporate the letter style used in its Permitted Trade Name. If no particular style is used in Tenant's Permitted Trade Name any reasonable letter style will be considered. Final approval is the sole discretion of Landlord.

J. Any deviation from this criteria shall require both the Landlord's approval and Tenant, at its sole cost and expense, obtaining a variance from Summit County.

K. Tenant shall provide and install, at its sole cost and expense, one (1) undercanopy sign based upon Landlord's signage criteria and utilize Landlord's sign contractor. Tenant shall submit its own camera ready artwork based upon Landlord's signage criteria for Landlord approval. The sign shall be a double-faced non-illuminated sign suspended from canopy soffit perpendicular to storefront.

L. In the event that Landlord elects to provide and install the undercanopy and/or face of canopy signage for Tenant, which shall be done at Tenant's sole cost and expense, Tenant and Landlord will approve signage drawings prior to Landlord's release of the sign for fabrication and installation. Tenant will submit payment to Landlord within thirty (30) days of receipt of invoice for same.

SECTION III: SIGNAGE CONSTRUCTION

A. All electrical signs shall carry the approval of the Underwriters Laboratories on all components parts and on the complete display. Maximum brightness of lit signs shall be fifty (50') foot Lambert measured one (1') foot from the source of light. No blinking, moving, or flashing lights shall be allowed.

B. No exposed raceways, ballast boxes or electrical transformers will be permitted except as required to be exposed by local building codes. Construction shall provide adequate grounding for all components.

C. All wires must be enclosed in Sealtight (or equal) conduit if exposed to the elements. Metal conduit may be used only if it is not exposed to the elements. All wires must be completely covered in conduit. All conduit must be strapped (secured) to walls at a minimum of five (5') foot intervals.

D. The maximum allowable transformer is a 9,000V balanced-midpoint design, using the midpoint ground. Transformers must be securely mounted and weather tight. They must also have a work space of at least three (3') feet high and three (3') feet wide.

E. All signs will have pressure or set screw connectors securely installed.

F. High voltage splices will be made in junction boxes listed for specific voltage and purpose.

G. Electrode receptacles shall he glass or porcelain only. Electrodes will be covered by silicone boots.

H. When using flexible metal conduit in excess of six (6') feet, a separate ground must be run over the entire circuit, whether primary or secondary.

I. Electrode assemblies will be supported not more than six (6") inches from the electrode terminal.

J. Wire in conduit to be 14 AWG Type GTO - 15 mini super flex 15,000V.

K. Landlord will not be responsible for signs improperly installed or manufactured, and those signs not meeting code requirements shall be removed at Tenant's sole cost and expense and refabricated to code specifications before reinstallation. Signs meeting Landlord's criteria but not meeting local code requirements shall be the sole

responsibility of Tenant, and Tenant agrees not to hold Landlord liable for costs due to conflict between Landlord's criteria and code, should such conflict arise under present code or due to future changes in code.

L. ALL ILLUMINATED SIGNS SHALL CONFORM TO NEC ARTICLE 600, SHALL MEET ALL APPLICABLE CODES AND CARRY THE UL LABEL.

M. Landlord has the right to approve signage installation methods prior to signage installation and Landlord has the right to disapprove signage installation methods after signage installation.

III. New Store Opening Banners (if applicable)

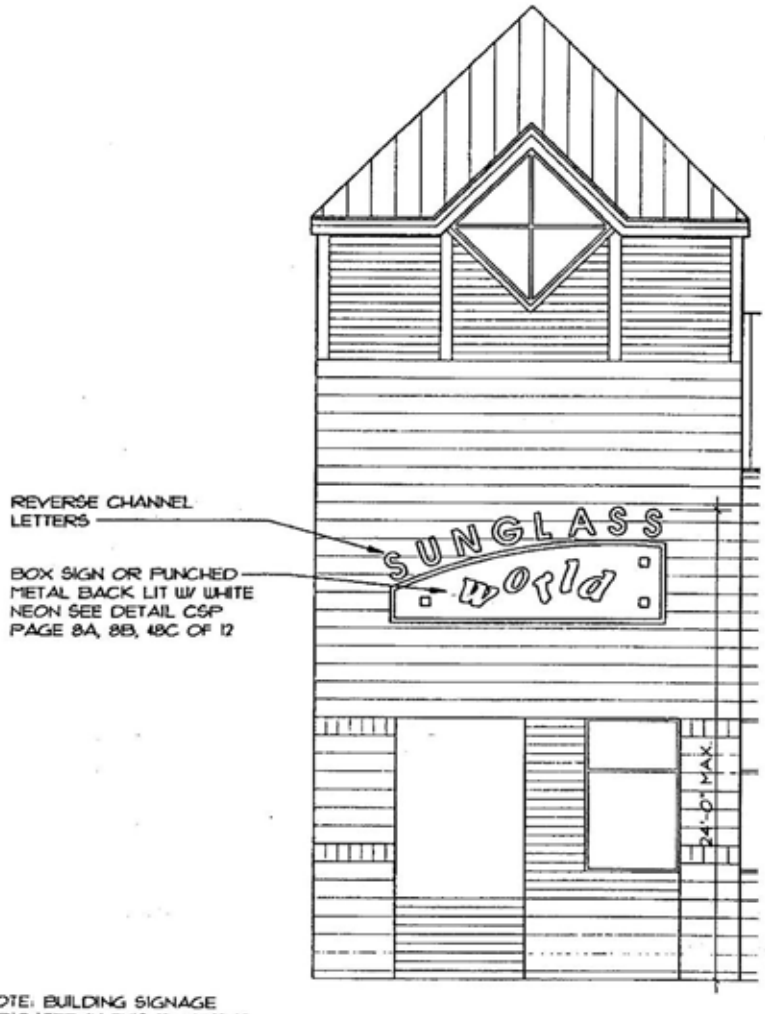
Upon Landlord's prior written approval, Tenant will be permitted to provide and install at Tenant's sole cost and expense, one (1) temporary banner. The temporary banner shall be removed by Tenant at Tenant's sole cost and expense no later than thirty (30) days from store opening. Permanent signage is required to be installed within thirty (30) days after Tenant's store opens for business at Tenant's sole cost and expense.

IV. Special Events Banner Signage

Other banner signage may be permitted with the General Manager's prior written approval for special events at the Center. All such banners must comply with local code requirements. Banner signage specifications and criteria must comply with the Center's requirements. Tenant, at its sole cost and expense, will be responsible for banner fabrication. Landlord will provide installation and removal all such banners at Tenant's sole cost and expense.

PARK CITY

Building
Signage
Sign Type F4
Storefront
Sign Example



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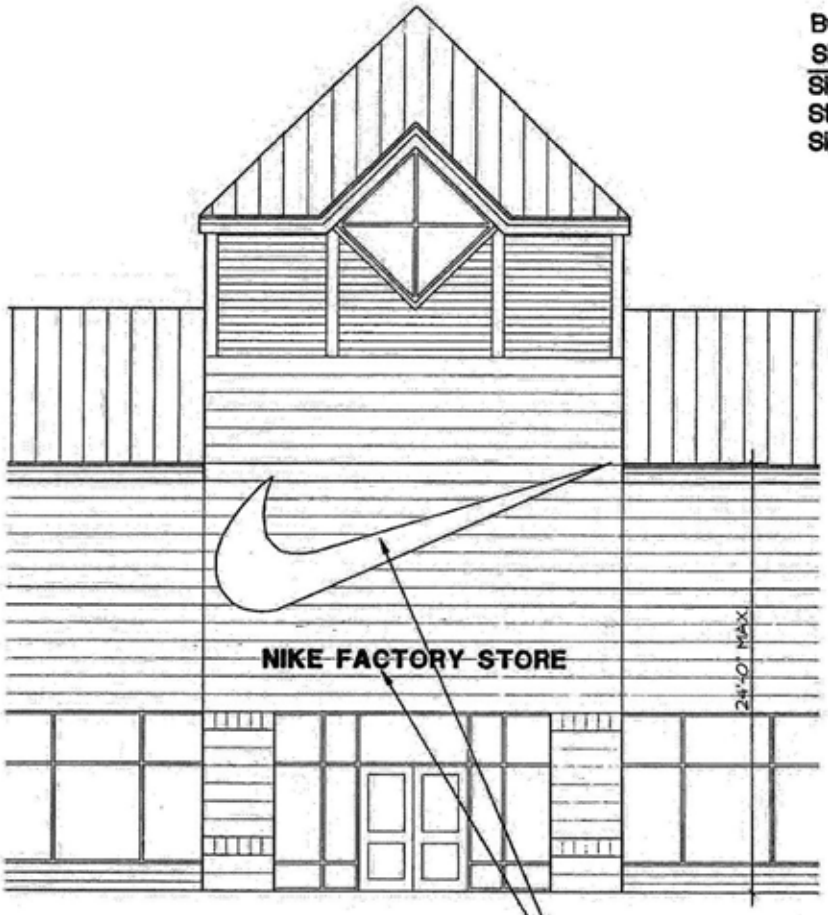
ANCHOR TENANT SIGN

SCALE 1/8" = 1'-0"

MAX. MOUNTING HEIGHT @ 24'-0" TYP. OF TYPE F4
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 60 SF

PARK CITY

Building Signage
Sign Type F4
Storefront Sign Example



ANCHOR TENANT SIGN - 22'
SCALE: 1/8" = 1'-0"

MAX. MOUNTING HEIGHT @ 24'-0" TYP. OF TYPE F4
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 60 SF

REVERSE CHANNEL LETTERS & LOGO BACK LIT W/ WHITE NEON SEE DETAIL CSP PAGE 8A, 8B, & 8C OF 12

NOTE: BUILDING SIGNAGE INDICATED IN THIS EXHIBIT IS INTENDED AS AN EXAMPLE OR GUIDELINE AND NOT ACTUAL SIGN. ACTUAL SIGNAGE TO BE DESIGNED BY TENANT PROPORTIONAL TO ARCHITECTURAL ELEMENT ON WHICH THEY ARE LOCATED. ONE SIGN PER TENANT.

PARK CITY

Building Signage
Sign Type F4
Storefront Sign Example

ANCHOR TENANT SIGN
SCALE: 1/8" = 1'-0"

MAX. MOUNTING HEIGHT @ 24'-0" TYP. OF TYPE F4
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 60 SF

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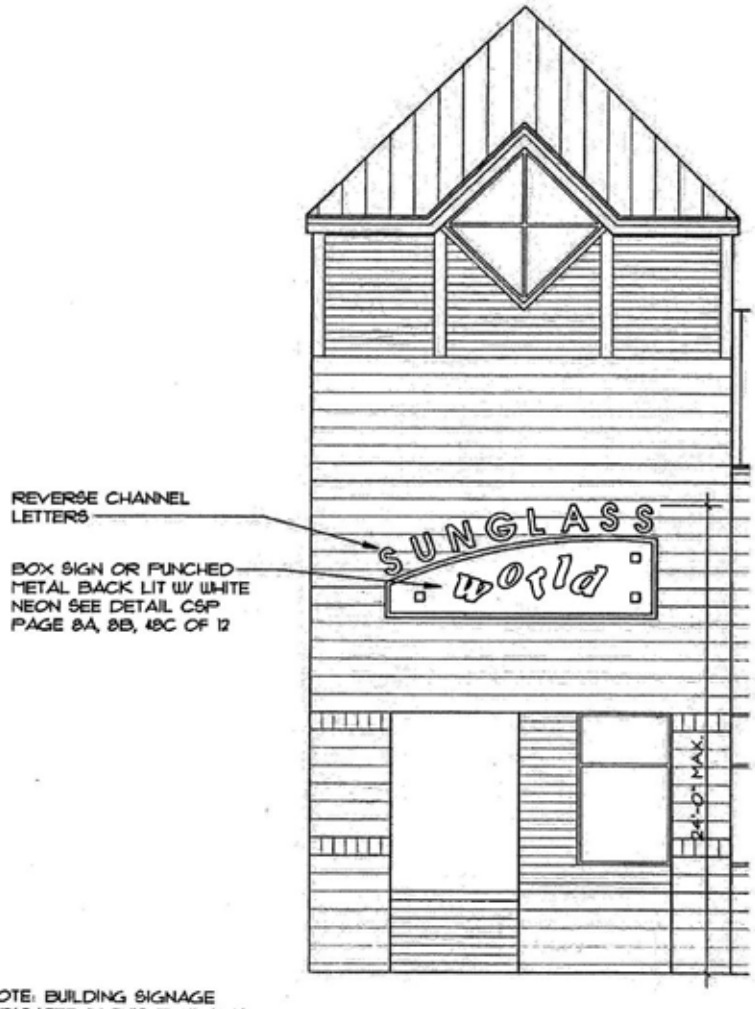
PARK CITY

Building Signage
Sign Type F4
Storefront Sign Example



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ANCHOR TENANT SIGN
SCALE: 1/8" = 1'-0"

MAX. MOUNTING HEIGHT @ 24'-0" TYP. OF TYPE F4
MAX. UPPER CASE LETTER HT - 18"
MAX. LOWER CASE LETTER HT - 12"
MAX. SIGN AREA 60 SF

PARK CITY
Tenant
Signage
Color Selection
Pantone 180U
Light Red
Pantone 181U
Dark Red
Pantone 485U
Medium Red
Pantone 290U
Light Blue
Pantone 300U
Medium Blue
Pantone 294U
Dark Blue
Pantone 5405U
Light Green
Pantone 3435U
Dark Green
Pantone
Warm Gray 6U
Pantone
Warm Gray 1U
Pantone
Black 7U
Pantone
Black 7U
Pantone
Cool Gray 7U
Pantone
Cool Gray 6U
Pantone
Black 6U
Pantone 871U
Gold
Pantone 3U
Yellow
Pantone 341U
Pantone
Black 3X

EXHIBIT E

EXBHIBIT F

DEVELOPMENT IMPROVEMENT AGREEMENT FOR THE EXPANSION OF THE TANGER OUTLET CENTER

DEVELOPMENT IMPROVEMENTS AGREEMENT

Comment [JB6]: The DIA will need to be amended to conform with Summit County Code §10-6-8 and 10-6-2

FOR

THE TANGER FACTORY OUTLETS AT PARK CITY JUNE

2014

SLC_1852014.1

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DEVELOPMENT IMPROVEMENTS AGREEMENT FOR THE TANGER FACTORY OUTLETS AT PARK CITY

THIS DEVELOPMENT IMPROVEMENTS AGREEMENT FOR THE TANGER FACTORY OUTLETS AT PARK CITY (this "***Agreement***") is made this _____ day of June, 2014, by and between SUMMIT COUNTY, a political subdivision of the State of Utah (the "***County***"), and COROC-PARK CITY L.L.C., a Delaware limited liability company, whose address is c/o Tanger Factory Outlet Centers, Inc., 3200 Northline Avenue, Suite 360, Greensboro, NC 27408, Attn. Vice President of Development ("***Developer***").

RECITALS:

A. Developer is the record owner of certain 37.318 acres of land situated in the County of Summit, State of Utah and more particularly described in Exhibit "A" hereto or has contractual rights to acquire any such portions thereof as are not owned of record by Developer (collectively, the "***Land*** ").

B. A large portion of the Land has previously been improved with a commercial village comprised of retail shops known as the Tanger Outlet Center, which occupy 300,602 square feet and are served by 1,359 parking spaces (the " ***Tanger Outlets*** ").

C. Developer desires to expand the commercial village by adding approximately 21,270 square feet of gross leasable space for retail shops together with the approximately 2,230 square feet of storage space, the addition of approximately 37 parking spaces, and Millennium Trail and common area improvements, all as shown on the site plan (the " ***Site Plan***") attached as the Final Site Plan in Exhibit C to the Tanger Factory Outlets SPA Plan 2014 Book of Exhibits in connection with the Development Agreement between the parties dated concurrently herewith (the "***Development Agreement***"), with other amenities and features as shown thereon (such improvements, modifications, amenities and features are collectively referred to herein as the "***Expansion***"). The legal description of the Land on which the approximately 21,270 square feet of gross leasable space for retail shops together with the approximately 2,230 square feet of storage space will be located (sometimes collectively referred to herein as the "***Property***" or the "***Expansion Land***") is more particularly described in Exhibit "B" hereto.

D. Developer will continue to submit plans (" ***Construction Drawings***") for those improvements and landscaping plans as described in the Development Agreement being constructed or installed by Developer in connection with its development of the Property (the Construction Drawings, together with the Site Plan, collectively the "***Site Improvements Plan*** ").

E. Any capitalized terms not defined in this Agreement shall have the meaning given to them in the Development Agreement.

F. The Summit County Council has approved the Site Plan subject to certain requirements and conditions which involve the installation and construction of utilities and the improvements shown on the Site Improvements Plan for the Property.

NOW, THEREFORE, in consideration of the premises and the terms and conditions herein stated and for other valuable consideration, the adequacy of which is acknowledged by the parties hereto, it is agreed as follows:

1. **Developer's Guarantee, Warranty and Bonding**

(a) Developer hereby guarantees the installation of the improvements to the Property at the indicated times, together with the payment of any and all installation costs for the same unless expressly stated otherwise, described in Sections 1 — 8 of this Agreement.

(b) Developer hereby warrants all of the improvements constructed or installed by Developer against defects in materials and workmanship for a period of one (1) year's normal operation after the required acceptance by the utility or government entities of such improvements (to the extent that any such acceptance is required). An officer or agent of the County Engineering Department or Building Department may inspect and confirm the installation of these improvements.

(c) With respect to any of Developer's improvements to be dedicated to or accepted by the County, the County shall either retain ten (10) percent or require a bond or escrow equal to ten (10) percent of such required total improvement costs until twelve months from the date of completion of the improvements and acceptance thereof by the County, as a guarantee should the improvements prove to be defective during said 12-month period. Developer agrees to promptly correct any deficiencies in installation in order to meet the requirements of the plans and specifications applicable to such installation. In the event such installation is not completed according to the specific plans set forth in the Site Improvements Plan, the County shall have the right to cause such work to be done as is necessary to complete the installation in such manner and Developer shall be liable for the cost of such additional work.

2. Developer's Guarantee and Warranty

Developer shall provide the following general improvements to the Property:

(a) Within six (6) months of Developer's receipt of its building permit for the Expansion (the "***Building Permit Date***"), Developer will install twelve (12) stainless steel recycling containers to be located throughout the Tanger Outlets as shown on the Site Plan

(b) Within six (6) months of the Building Permit Date, Developer will construct additional as well as modify existing trash and cardboard enclosures as shown on the Site Plan.

(c) Within twelve (12) months of the Building Permit Date, Developer will install thirteen (13) wayfinding signs as shown on the Site Plan

(d) Within twelve (12) months of the Building Permit Date, Developer will screen the view of the east side of the existing building (next to the Expansion Land) in the north phase of the Tanger Outlets from Landmark Drive and thereby improve the community visual quality (i) by placing additional landscaping east of the existing building as shown on the Landscaping Plan, as well as (ii) by adding faux windows and shutters to the rear, east wall of the Expansion Building.
(e) Within eighteen (18) months of the Building Permit Date, Developer will install the landscaping in those disturbed areas of the Expansion Land that are to remain landscaping as described in the Landscaping Plan. Drip line irrigation will be used in such disturbed areas versus traditional sprinklers.

(f) Within eighteen (18) months of the Building Permit Date, Developer will

(i) revegetate the wetlands adjacent to the Expansion Land with diverse plantings capable of flourishing in the wetlands including Alkali Bulrush, Nebraska Sledge, Olney Threesquare, Hardstem Bulrush, Baltic Rush, American Sloughgrass, Fowl Bluegrass and Creeping Spikerush, as well as Sandbar Willow, Red Osier Dogwood and Wood's Rose; and (ii) install landscaping in the Expansion Land area with drought tolerant plants and conservation techniques such as drip line systems to promote the efficient use of water as more further shown in the Landscaping Plan.

3. Connection of Lateral Service Lines to Sanitary Sewer Collection Lines and Water Lines

(a) Developer shall provide for the connection of all lateral service lines from the Expansion to the (i) sanitary sewer collection lines for the Land and (ii) the waterlines for the Land, whether such connections and other improvements are actually on the Land or bordering the Land, and other related improvements, in accordance with the standard specifications of the Snyderville Basin Water Reclamation District (the "***District***") and the Summit Water Distribution Company ("***Summit Water*** ").

(b) The installation of said connections of lateral service lines to sanitary sewer lines and waterlines will be completed within twelve (12) months of the Building Permit Date.
(c) Developer shall enter into a separate guarantee and warranty to the District and Summit Water, if necessary, for such facilities.

4. Electric, Gas and Telephone Facilities

(a) At the request of Developer, Rocky Mountain Power or other authorized service provider as selected by Developer shall engineer and provide for the installation of all electric distribution lines and facilities required for the Property, and Developer shall pay for such work in accordance with the established charges of the authorized service provider.

(b) At the request of Developer, Questar Gas Company or other authorized service provider as selected by Developer shall engineer and provide for the installation of all

required gas lines and facilities required, and Developer shall pay for such work in accordance with the established charges of the authorized service provider.

(c) At the request of Developer, U.S. West Communications or other authorized service provider as selected by Developer shall engineer and provide for the installation of all required telephone lines and facilities and Developer shall pay for such work in accordance with the established charges of the authorized service provider
(d) The installation of the electric, gas and telephone facilities will be completed within twelve (12) months of the Building Permit Date at Developer's sole cost and/or the cost of the utility companies described herein (as Developer may negotiate the utility companies' payment or reimbursement of such costs).

5. Storm Drainage Improvements

(a) Developer shall build and/or install the following storm water improvements: (i) ChamberMaxx drainage facilities under the drive lanes adjacent to the Expansion Land on its north and east sides manufactured by Contech (or a comparable manufacturer approved by the County) that come from the manufacturer already LEED qualified; (ii) a storm water pretreatment system; and (iii) a Gabion Basket Wall along the wetlands and the Expansion Land to better separate and preserve the existing wetlands from the Expansion Land's hard surface areas.

(b) Developer shall install any other storm drainage facilities that may be described in the Site Improvements Plan and in accord with Summit County Code §9-3-1, et. seq.
(c) Developer will complete these storm drainage improvements within twelve (12) months of the Building Permit Date.

6. Trails

(a) Within twelve (12) months of the Building Permit Date, Developer shall realign the Millennium Trail, starting from the northeast corner of its Land to the Millennium Trail's current deviation from Landmark Drive at the existing crosswalk and as further shown on the Site Plan. Developer will construct this section of the Millennium Trail to the standards and specifications of Snyderville Basin Special Recreation District (the "***Rec District***"). Developer will also bring up to the Rec District's standards the existing Millennium Trail between the existing crosswalk (the end of the above-described realignment) to the Hampton Inn property as further shown on the Site Plan. This renewed and realigned branch of the Millennium Trail shall be 8' wide. Upon completion of this work within the aforementioned 12-month period, Developer will dedicate and transfer this section of the Millennium Trail to the Rec District with a recorded trail easement.

(b) Within twelve (12) months of the Building Permit Date, Developer will improve and maintain that portion of the walking trail between Tanger Outlets and the Wal-Mart Shopping Center on the Land and as shown on the Site Plan. Developer, at its sole cost, will enlarge and pave this trail. This improved trail will not be donated to the Rec District.

(c) Developer will complete these trail improvements within twelve (12) months of the Building Permit Date.

7. **Roads**

(a) Developer agrees to construct and/or repair, at Developer's cost, all private roads and private road improvements, within or abutting the Property, in accordance with the plans and specifications of the Site Improvements Plan. Developer anticipates completing said road and road improvements construction and/or repair within approximately one year from the date hereof. Developer agrees to install customary traffic control signs and street name signs for the Expansion required by the County and revegetate all cuts and fills resulting from construction in a manner which will prevent erosion. The construction and/or repair of such roads shall be subject to inspection and approval by the County Engineer and the cost of such inspection shall be paid by Developer.
(b) Developer will complete these road repairs and/or improvements, if any, within twelve (12) months of the Building Permit Date.

8. **Landscaping**

(a) Developer shall install landscaping in accordance with the Site Improvements Plan. All such landscaping is subject to approval by the Community Development Director.

(b) Developer will complete the landscaping within eighteen (18) months of the Building Permit Date.

9. Weed Control

The Developer agrees to comply with Summit County Code §4-4-1, et. seq. relative to control and elimination of all noxious species of plants as identified within the project boundaries. The Developer further agrees to coordinate with the Summit County weed department, prior to commencement of work, relative to inspections and importations of weed free project materials.

10. Road Cuts

Developer acknowledges that the County has adopted a road cut ordinance, the provisions of which shall apply to the alteration of any road necessitated by the installation of any utilities described in this Agreement.

11. Traffic Control

During the construction of any utilities or improvements described herein, Developer shall be responsible for controlling and expediting the movement of vehicular and pedestrian traffic through and around all construction sites and activity. Such control shall be according to the latest version of the Manual of Uniform Traffic Control Devises.

12. Maintenance and Repair

(a) Developer agrees that it shall repair or pay for any damage to any existing public improvements damaged during the construction of new improvements. The County shall notify Developer within a reasonable time after discovery of any claim hereunder, and Developer shall have a reasonable period of time within which to repair said damage.

(b) Developer shall preserve the natural open space areas within the Land shown on the Final Site Plan in the same general condition as those areas are presently found (except for any non-retail improvements thereto as described in this Agreement or the Development Agreement). Any disturbance of those areas for construction staging or the installation of utility lines shall be restored to a condition as near as possible to their prior state within six (6) months of completion of such construction staging and utility line installation.

(c) Developer shall maintain any private roads within or abutting the Property.

13. Financial Assurances

To insure Developer's performance under this Agreement Developer shall, prior to or simultaneous with the issuance of a Building Permit for the Expansion, provide the County with sufficient security, to ensure completion of any required improvements, in the amount of 120% of the cost of construction determined in accordance with the schedule in Exhibit "C" . The security shall be in the form of either: a) a Letter of Credit drawn upon a state or national bank, which Letter of Credit shall: (1) be irrevocable, (2) be of a term sufficient to cover the completion and warranty periods, and, (3) require only that the County present the issuer with a signed draft and a certificate signed by an authorized representative of the County certifying to the County's right to draw funds under the Letter of Credit; or b) Establishment of an Escrow Account or Completion Bond with the guarantee that all improvements shall be installed within two (2) years or the account or bond will be called by the County to complete the improvements. Acceptable escrow agents shall be the Summit County Treasurer's Office, or banks or savings institutions which are federally insured. This two (2) year deadline may be extended by the County upon showing of sufficient cause.

As portions of the improvements are completed in accordance with this Development Improvements Agreement, County regulations, and the approved Site Improvements Plan, Developer may make application to the County Engineer to reduce the amount of the original letter of credit, cash escrow or completion bond. If the County Manager is satisfied that such portion of the improvements has been completed in accordance with County standards, he may cause the amount of the letter of credit, cash escrow or completion bond to be reduced by such

amount that he deems appropriate, so that the remaining amount of the letter of credit, cash escrow or completion bond adequately insures the completion of the remaining improvements.

14. Default

If Developer shall default in the performance of Developer's obligation hereunder and shall fail to cure such default within thirty (30) days after receipt of written notice from the County specifying the nature of such default (or if such default cannot be cured within the aforesaid period of time, if Developer shall fail to promptly commence to cure the same and to thereafter diligently proceed with such cure), then the County shall be entitled to undertake such work as may be necessary and appropriate to cure such default and the County shall be reimbursed for the reasonable costs thereof either by payment of such costs to cure the default within 30 days of delivery of an invoice to Developer or by obtaining funds under the security.

15. Limitation of Liability

No recourse shall be had for any obligation of or default by Developer under this Agreement or for any claim with respect to this Agreement against any partner or joint venturer of Developer or seller of the Property or the Land or any other creditor or lender of Developer under any rule of law (including, without limitation, the rule of law that general partners and joint ventures are jointly and severally liable for the indebtedness of a partnership or joint venture, as applicable), contractual provision, statute or constitution or otherwise, it being understood that all such liabilities of the partners or joint ventures of Developer are to be, by the execution of this Agreement by the County, expressly waived and released as a condition of, and in consideration for, the execution and delivery of this Agreement. Nothing contained herein shall constitute a waiver of any obligation of Developer to the County under this Agreement or shall be taken to prevent recourse to or of the enforcement of any rights of the County as against the security posted by Developer pursuant to this Development Improvements Agreement.

16. Amendment

This Agreement and the Site Improvements Plan referred to herein may only be amended by written instrument signed by the County and Developer.

17. Binding Effect

This Agreement and the covenants contained herein shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their successors, heirs and assigns of the property owners; provided that, purchasers of lots within the Property or the Land or any owner's association that receives title to any portion of the Property or the Land shall not incur any liability hereunder and no person or entity, including any owner's association that receives title to any portion of the Property or the Land, may claim to be a third party beneficiary of the terms, conditions, or covenants of this Agreement. This Agreement shall be recorded in the Office of the Summit County Recorder and on file with the Department of Community Development. All existing lien holders shall be required to subordinate their liens to the covenants contained in the Development Improvements Agreement. This Agreement may be executed in multiple counterparts or originals or by facsimile or emailed copies of executed originals; provided, however, if executed and evidence of execution is made by a facsimile or

email copy, then an original shall be provided to the other party within seven (7) days after receipt of said facsimile or email copy.

[This page purposely ends at this point. Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the day and year first written above.

State of Utah)
:ss
County of Summit)

APPROVED:

SUMMIT COUNTY, UTAH

By: _____ Robert Jasper
Summit County Manager

s County of Summit)

Personally appeared before me this ____ day of _____, 2014, the following Robert Jasper, the Summit County Manager, who acknowledged to me that he executed this Agreement.

NOTARY PUBLIC

APPROVED AS TO FORM:

Deputy

ACCEPTED:

COROC-PARK CITY L.L.C., a
Delaware corporation

By: _____ Its:
_____

Personally appeared before me this ____ day of _____, 2014, the following _____, who acknowledged to me that he executed this Agreement.

NOTARY PUBLIC

EXHIBIT "A"

Legal Description of Overall Boundary of Tanger Outlets

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 1 SOUTH RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N 0º10'00" W 508.42 FEET ALONG THE EAST LINE OF SAID SECTION 13 TO A POINT ON THE ARC OF A 307.84 FOOT RADIUS CURVE TO THIE RIGHT, THE CENTER OF WHICH BEARS N 62°14'40" E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°55'19", A DISTANCE OF 150.02 FEET; THENCE N 0°10'00" W 259.79 FEET TO A POINT ON THE ARC OF A 237.84 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS N 89°50'00" W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°16'58", A DISTANCE OF 55.14 FEET TO A POINT ON THE ARC OF A 3339.05 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS N 48°18'28" E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°59'10", A DISTANCE OF 348.86 FEET; THENCE N 35°42'22" W 292.91 FEET; THENCE S 60º36'00" W 426.01 FEET TO A POINT ON THE ARC OF A 635.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS N 89°38'41" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°30'15", A DISTANCE OF 171.83 FEET; THENCE S 15°51'34" W 130.06 FEET TO A POINT ON THE ARC OF A 381.56 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS N 74°08'26" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°55'52", A DISTANCE OF 99.43 FEET; THENCE S 30º47'25" W 199.32 FEET TO A POINT ON THE ARC OF A 329.67 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS S 59°12'34" E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 74°20'57", A DISTANCE OF 427.79 FEET; THENCE S 43°33'30" E 191.48 FEET TO A POINT ON THE ARC OF A 399.95 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS N 46°26'29" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°48'26", A DISTANCE OF 33.56 FEET TO A POINT ON THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS S 63°57'31" W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 80°07'29", A DISTANCE OF 83.91 FEET TO A POINT ON THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS S 35°55'00" E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°35'07", A DISTANCE OF 0.20 FEET TO A POINT ON THE ARC OF A 469.95 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS N 37°16'17"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°10'13", A DISTANCE OF 75.22 FEET; THENCE N 43°33'29" W 154.63 FEET; THENCE S 46°26'31" W 143.97 FEET; THENCE S 0º14'20" W 638.08 FEET; THENCE S 89°45'40" E 866.60 FEET; THENCE N 0º14'20" E 521.67 FEET; THENCE S 84°40'30" E 225.19 FEET TO THE POINT OF BEGINNING. CONTAINS 37.318 ACRES.

EXHIBIT "B"

Legal Description

A BUILDING AREA LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 865.27 FEET NORTH 07°11'56" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 13, BASIS OF BEARING BEING SOUTH 00°06'13" EAST FROM SAID SOUTHEAST CORNER OF SECTION 13 TO THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE MERIDIAN AND RUNNING THENCE SOUTH 89°57'46" WEST 119.21 FEET; THENCE NORTH 35°07'04" WEST 213.35 FEET; THENCE NORTH 55°23'36" EAST
119.36 FEET; THENCE SOUTH 34°36'24" EAST 253.02 FEET; THENCE SOUTH 33.97 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C" Schedule of Cost of Construction of Infrastructure Improvements

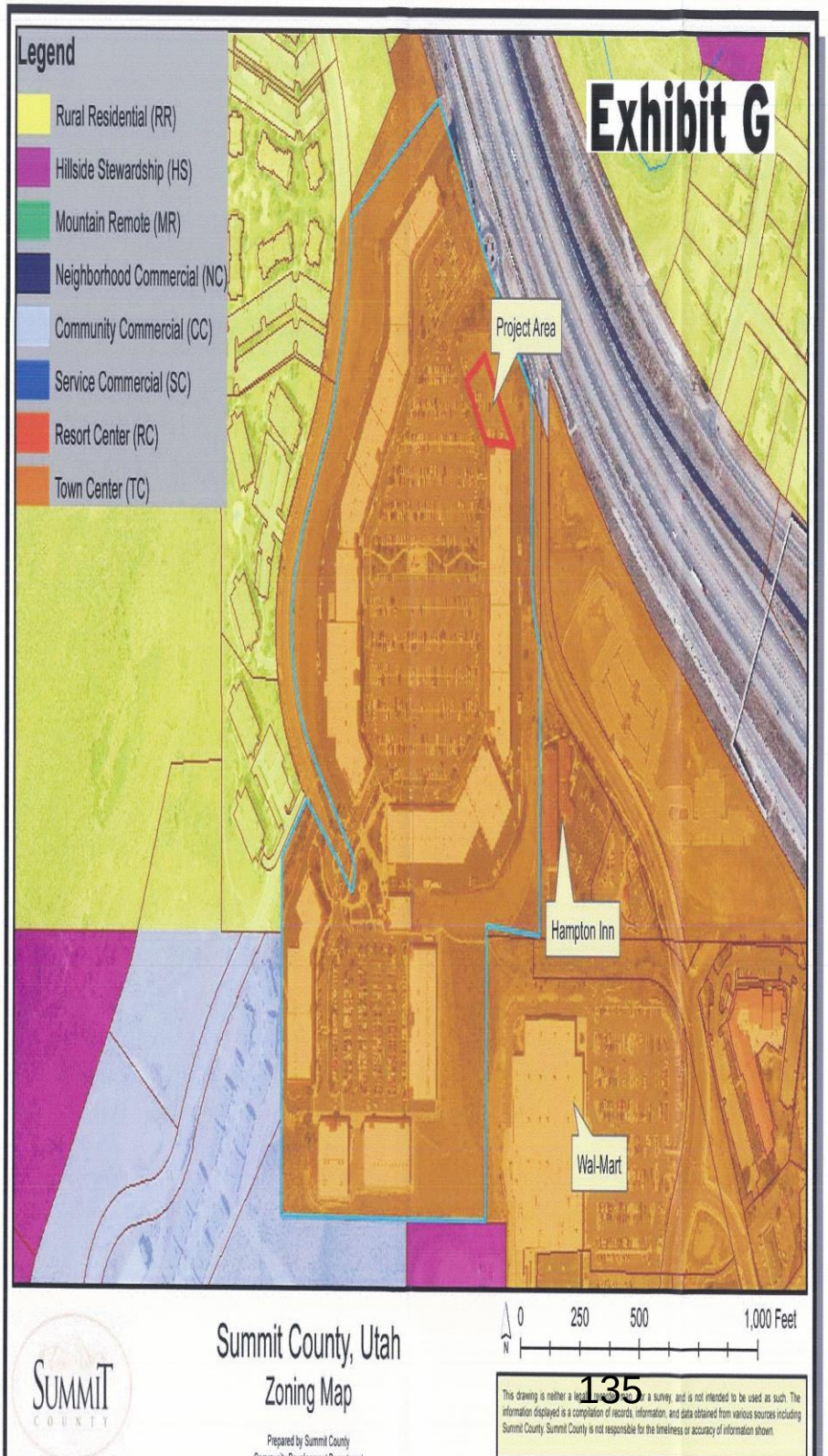
To be completed by the County upon consultation with Developer.

EXHIBIT G

LAND USE PLAN FOR

THE EXPANSION

OF THE TANGER OUTLET CENTER


Legend
Rural Residential (RR)
Hillside Stewardship (HS)
Mountain Remote (MR)
Neighborhood Commercial (NC)
Community Commercial (CC)
Service Commercial (SC)
Resort Center (RC)
Town Center (TC)
Exhibit G
Project Area
Hampton Inn
Wal-Mart
0 250 500 1,000 Feet
N
SUMMIT COUNTY
Summit County, Utah
Zoning Map
Prepared by Summit County
This drawing is neither a legal document nor a survey, and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources including Summit County. Summit County is not responsible for the timeliness or accuracy of information shown.

Comment [JB7]: The SBPC believes that this plan needs more detail, perhaps including some of the provisions from the prior SPA plan, Needs details about types of vegetation, caliper of trees, irrigation schedules, maintenance if trees fail, etc.

EXHIBIT H

LANDSCAPING PLAN FOR THE EXPANSION OF THE TANGER OUTLET CENTER

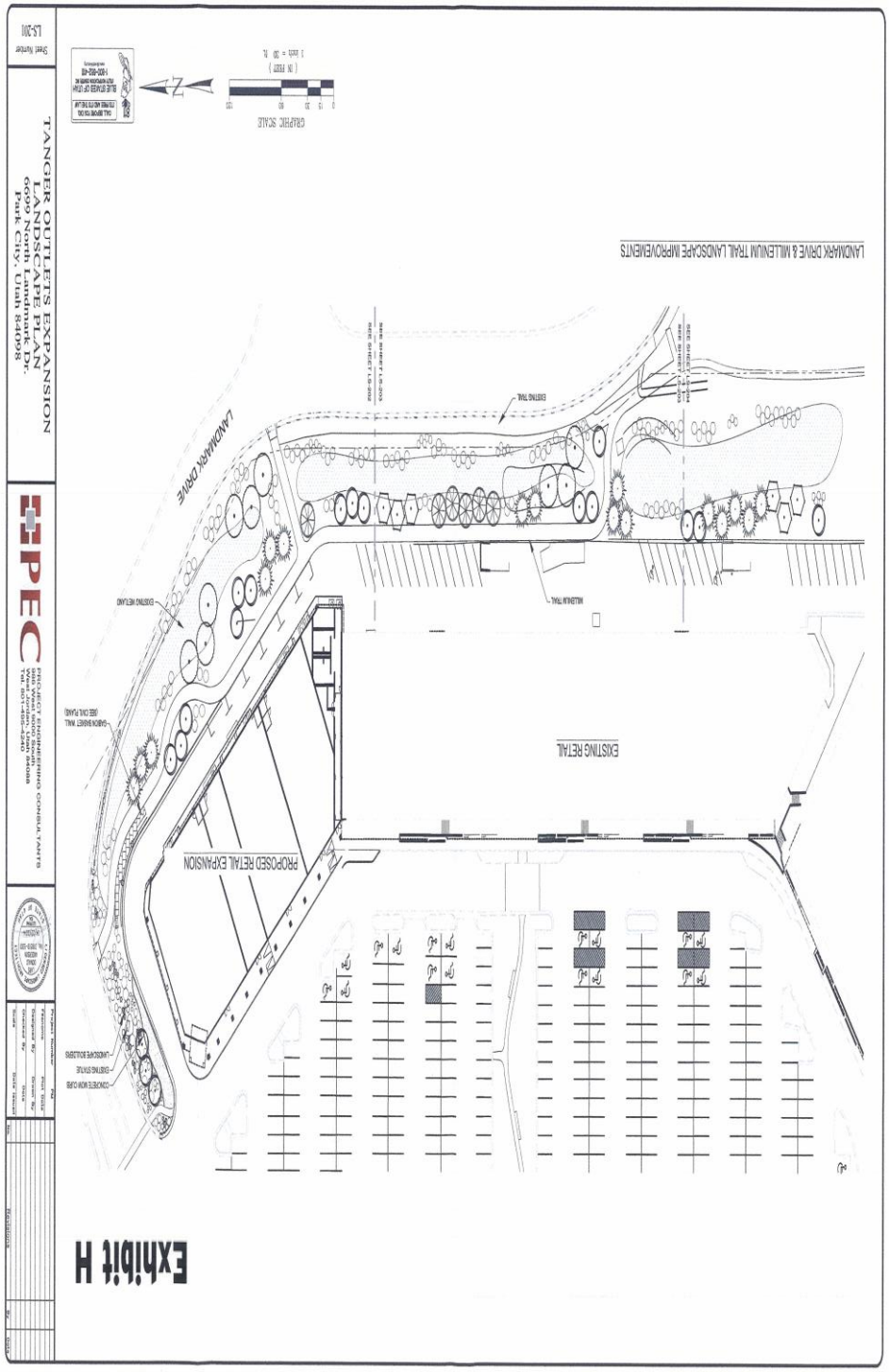


Exhibit H
LANDMARK DRIVE & MILLENIUM TRAIL LANDSCAPE IMPROVEMENTS
EXISTING RETAIL
PROPOSED RETAIL EXPANSION
LANDMARK DRIVE
EXISTING WETLAND
EXISTING TRAIL
MILLENIUM TRAIL
SEE SHEET L-0-203
SEE SHEET L-0-202
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.
TANGER OUTLETS EXPANSION
LANDSCAPE PLAN
6699 North Landmark Dr.
Park City, Utah 84098
PEC
LS-201

Comment [JB8]: The SBPC believes that this plan is not adequate and needs much more detail. They would like specifics regarding the use of LED lighting, hours that the lights will be turned off, perhaps include language from the prior SPA etc.

EXHIBIT I

LIGHTING PLAN FOR

THE EXPANSION

OF THE TANGER OUTLET CENTER

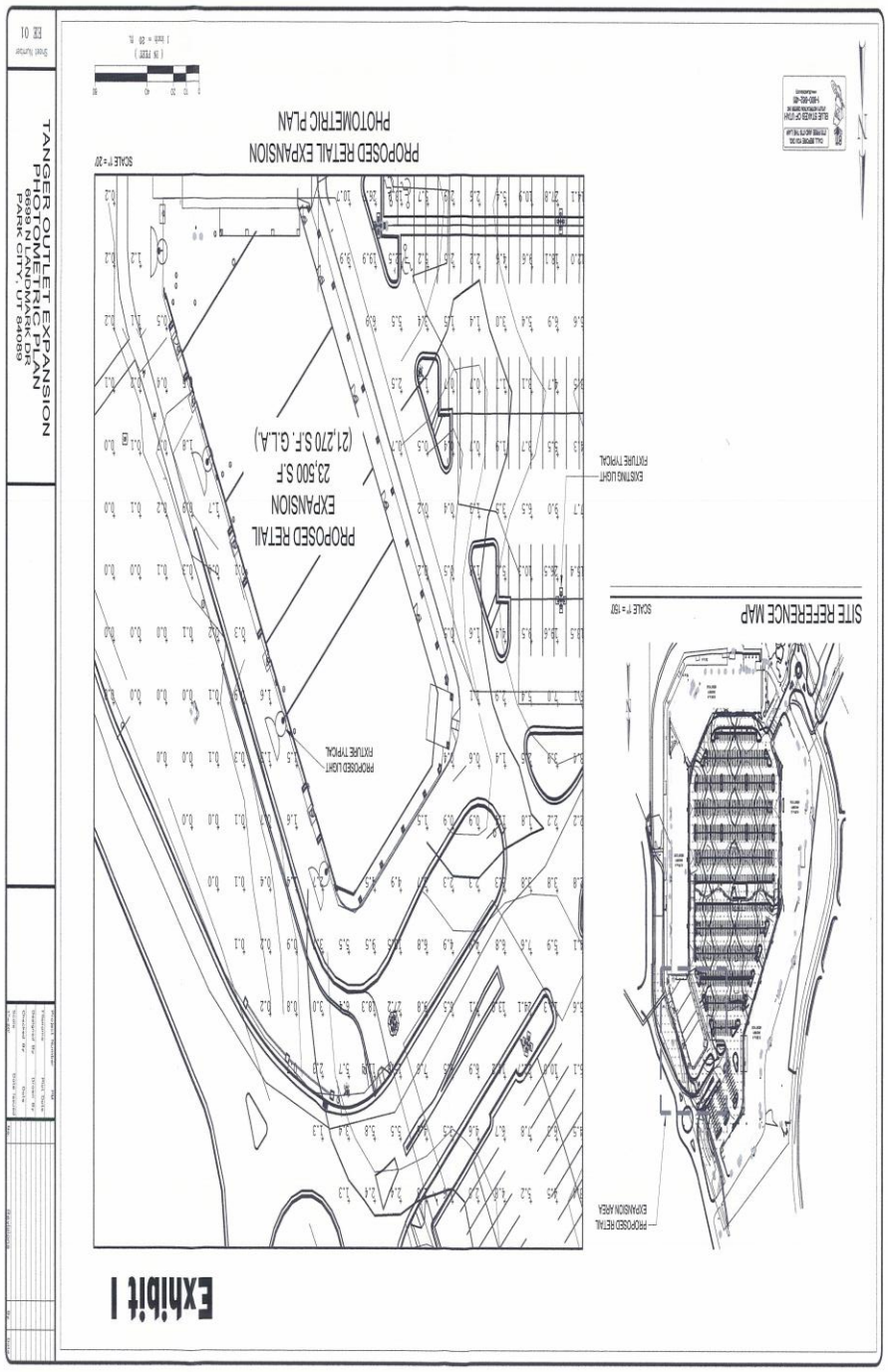


Exhibit I
PROPOSED RETAIL EXPANSION AREA
SITE REFERENCE MAP
SCALE 1" = 150'
PROPOSED RETAIL EXPANSION
23,500 S.F
(21,270 S.F. G.L.A.)
PROPOSED LIGHT FIXTURE TYPICAL
EXISTING LIGHT FIXTURE TYPICAL
PROPOSED RETAIL EXPANSION
PHOTOMETRIC PLAN
SCALE 1" = 20'
TANGER OUTLET EXPANSION
PHOTOMETRIC PLAN
6699 N LANDMARK DR
PARK CITY, UT 84098

EXHIBIT J PERMITTED USES FOR THE EXPANSION OF THE TANGER OUTLET CENTER

Comment [JB9]: Move and amend to Exhibit C.

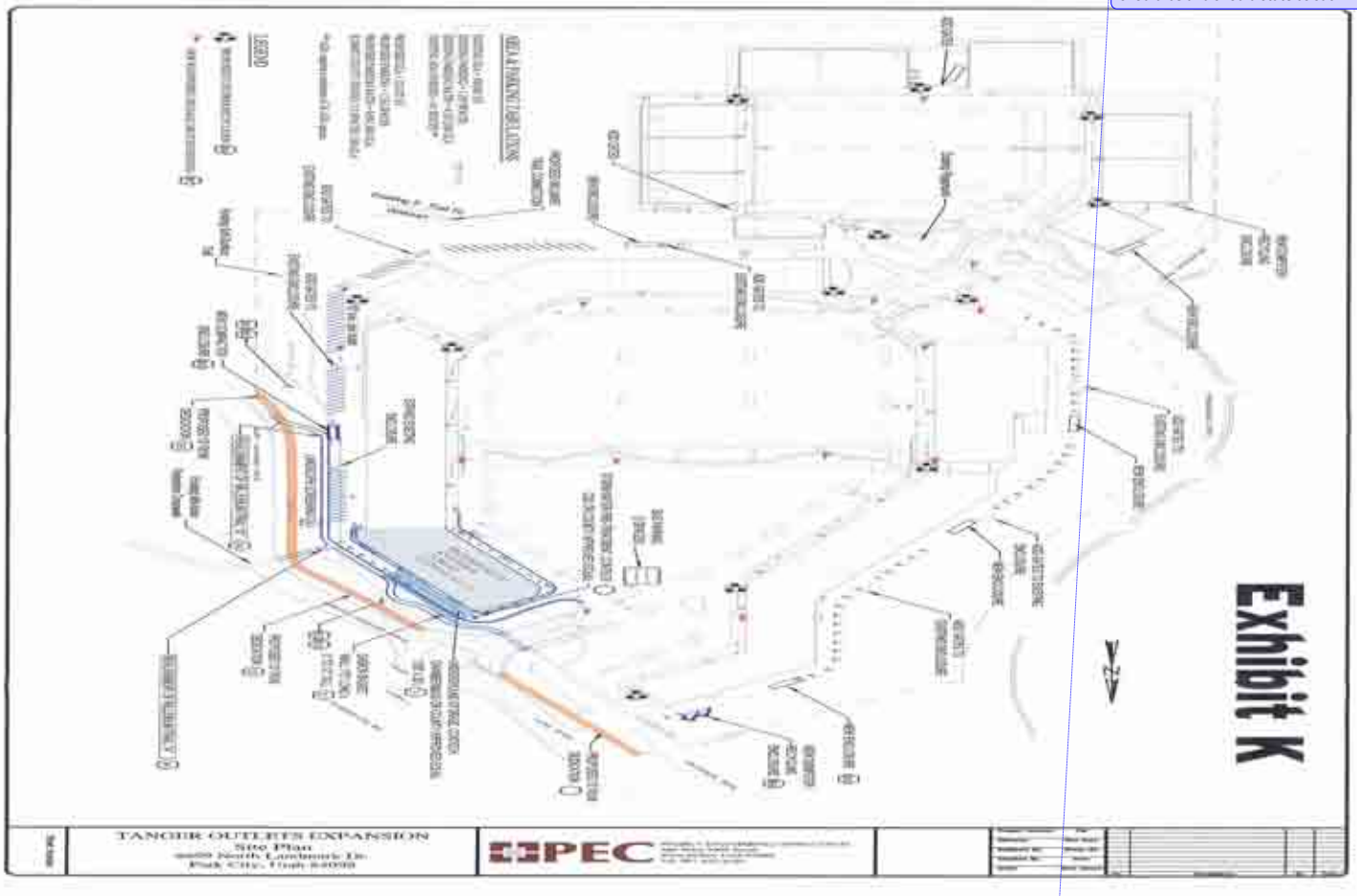
The following permitted uses shall be expressly allowed on the Expansion Land and/or the Expansion Building: Retail Sales, General; Retail Sales, Camping; Retail Sales, Furnishings; "food court" sales; ~~Indoor Sports/Gym/Workout facility~~; Veterinarian – Small Animal in conjunction with Pet Store.

Comment [JB10]: Suggested definition in the DA would be : *An establishment where food is sold primarily as a support to retail shopping and is not a destination restaurant. A restaurant of this type has limited seating (12 or fewer seats) or no more than seventy five (75) square feet of patron area*

EXHIBIT K

COMMUNITY BENEFITS FOR THE EXPANSION OF THE TANGER OUTLET CENTER

Comment [JB11]: This Exhibit needs to be beefed up and coordinated with Article 7 in the DA so that there are no inconsistencies. Both Article 7 and Exhibit K should reference one another. Also, Exhibit K should have a full listing of the benefits similar to Article 7 with perhaps identifying marks on the illustrative plan on the next page. Additionally, the DA does not address it, but do we want to include language regarding the site clean - up? (e.g. the shipping containers, repairing fences broken by snow removal, etc.)?



Comment [JB12]: This illustrative exhibit shows only the location and layout of where the benefits should be and should state as such.

EXHIBIT L

SNOW STORAGE PLAN FOR THE EXPANSION OF THE TANGER OUTLET CENTER

Comment [JB13]: This should be cross referenced to Section 7.1.1 of the DA. Further the SBPC believes that snow storage should not be located on the new landscape area behind the "mural" wall as it will kill the new landscaping. This is a "benefit" under 7.2.3 that shouldn't be destroyed in winter and raises the question of when the snow should be removed off site ("overburdened"). Further the SBPC believes that snow storage should occur at both ends of the Millennium Trail.

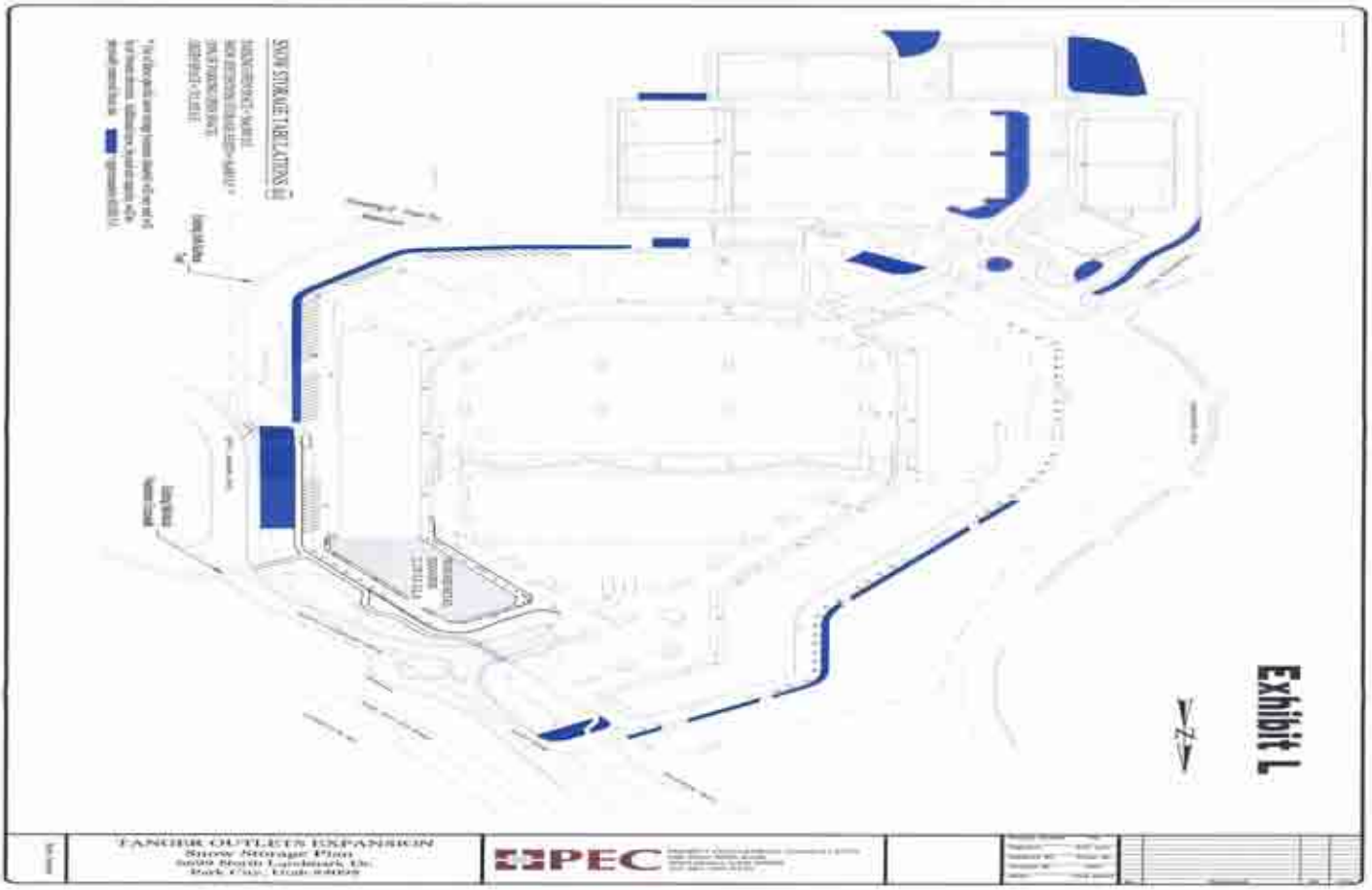


Exhibit L
SNOW STORAGE TABULATIONS
EPEC
FANCHIK OUTLETS EXPANSION
Snow Storage Plan
5699 North Landmark Dr.
Park City, Utah 84098

Council Member Armstrong was excused from the remainder of the meeting.

Chair Robinson opened the public hearing.

Max Greenhalgh commented that Staff has done a great job of cleaning things up and transferring the regulatory language from the General Plan to the Code. He believed 10-4-33-A-3 contradicts itself, because it says development is prohibited in wetlands and then says any development permitted must be approved by the Army Corps of Engineers. He stated that he has been trying to determine whether the different classifications of wetlands are all jurisdictional and prohibit development. It was his opinion that the Army Corps allows some development with mitigation and restrictions. He did not believe they should say they will prohibit any development on jurisdictional wetlands if the Army Corps allows development with restrictions on medium and low value wetlands. He requested that Staff and the County Attorney's Office look into that to be sure this paragraph means what it says and be sure it is consistent with the Army Corps of Engineers. He referred to 10-4-3-B and stated that, if they are going to list the Critical Lands, they should also list the Sensitive Lands. He referred to 10-4-4-B and felt that setbacks should not be included in calculations for open space in residential developments, although that might be all right in commercial development. He referred to the definition of Sensitive Lands and noted that agricultural lands are still included, but he thought the Council had decided to remove agricultural lands from that definition. He stated that a lot of Sensitive Lands were talked about previously that are not now included in Sensitive Lands in the Development Code and General Plan, such as critical wildlife habitat, viewsheds, and geologic features, and he asked that they be addressed and included in the Plan and Code.

Chris Hague recalled that there had been discussion about whether private yards could be included in open space calculations, but he did not see anything in the Code amendments to address that. He believed they should include specific language that no part of a deeded lot shall be included as part of open space, because the owner of a deeded lot can exclude outsiders from use of that space.

Bill Coleman stated that the restrictions in the CC Zone are pretty severe when it comes to wetlands requirements, and the setback requirements are often inconsistent with existing plats. He stated that there needs to be some language that states that one trumps the other.

Steve Dowling referred to 10-4-3.6.1 regarding ridgelines and noted that it says "outlined below," but there is no direction as to where that is outlined. Council Member McMullin explained that this is an abbreviated version of the Code, and there is text following that which would describe those development standards. Mr. Dowling stated that he believed entry corridors and view corridors should be included in Sensitive Lands.

Chair Robinson closed the public hearing.

Chair Robinson stated that the Council will review these comments along with the comments regarding the General Plan.

PUBLIC HEARING AND POSSIBLE ACTION REGARDING A SPECIALLY PLANNED AREA APPLICATION FOR AN EXPANSION OF THE TANGER OUTLETS; 6699 NORTH LANDMARK DRIVE; DAVID ROSE, APPLICANT; AMIR CAUS, COUNTY PLANNER

Community Development Director Patrick Putt presented the staff report and commented that this has been a lengthy process for something that should be simple and straightforward. He stated that this is a good example showing that changes need to happen in future Development Codes to make this a more clear and predictable process. He explained that the request is for a SPA for an addition to the Tanger Outlet. He provided a history of the original project, explaining that the previous SPA agreement expired, and it was necessary to go through the entire process again to expand this existing SPA. The proposal is for a 23,500-square-foot retail addition, which is about an 8% expansion of the existing overall project square footage. A number of public hearings were held with the Snyderville Basin Planning Commission, and they forwarded a positive recommendation to the County Council. He reviewed the requirements for community incentives required by the SPA process and the community incentives the Planning Commission and applicant have agreed on. He stated that the Code-required workforce housing is 8.617 Workforce Unit Equivalents (WUEs), for a total of $746,318 in fees-in-lieu at $86,610 per WUE. The applicant is proposing an additional 3.106 WUEs for an additional $268,721 in fees-in-lieu.

Council Member McMullin asked if they are applying the 1998 Code. Mr. Thomas stated that they are applying the current Code at the time the application was filed, but the language is the same for the Town Center, and the benefits have not changed. Council Member McMullin stated that she recalled that not all of the affordable housing could be provided through a fee-in-lieu. Chair Robinson stated that he thought they had changed the Code so the entire amount could be covered by a fee-in-lieu, and he believed the dollar amount had also changed at the time they made that amendment. He believed they should be using the fee shown in the current Code, not the fee in the 1998 Code. Planner Strader explained that the new fee-in-lieu amount is not in the Development Code.

Charles Worsham, Vice President of Tanger Outlets, stated that there are three components to this community benefit—the required WUEs, 3+ additional WUEs, and the dollar value of other improvements that were previously proposed onsite. Council Member McMullin confirmed with Mr. Worsham that other community benefits were offered that were rejected, and the value of those community benefits was converted to WUEs of 3.106.

Mr. Putt reported that other incentives include a 10-foot-wide right-of-way donation along Kilby Road and Landmark Drive, at an estimated value of $39,000+, the Millenium Trail realignment valued at $57,000, dedicating gift cards to Peace House at a value of $50,000, and Chamber Maxx improvements to the drainage system on the property at an estimate of $169,000. He stated that the total incentive package is $584,000. He confirmed that the Planning Commission and Staff reviewed a number of smaller incremental improvements that were proposed as benefits, but they did not rise to the point of being real community benefits; therefore, they requested these other benefits that would be of more value to the community.

Council Member Carson asked if this would meet the community benefit requirements without the gift certificates. Mr. Putt replied that it could be considered to meet the community incentive requirement. Council Member Carson asked how they determined which non-profits are worthy of community incentives and asked if they created a matrix to grade the community non-profits. She believed they were getting into a gray area. Mr. Putt replied that there is nothing specific in the Code that can be used to identify whether or not the gift cards are an appropriate incentive. That is something the applicants proposed as part of the overall package, and it could probably be argued that this application meets the community incentives without the gift cards. Council

Member Carson stated that she would want it noted that the gift cards are not a condition of the approval and that they were offered by the applicant.

Mr. Jasper asked if the in-lieu fees would come directly to the County, and the County Manager would determine how to use that money to develop affordable housing. He asked if the money is tied to the Peace House in any way. Mr. Putt replied that the County Manager would manage the funds and that they are not tied to the Peace House.

Council Member McMullin noted that the County Council has never approved a SPA application before and asked Mr. Putt to explain the role of community benefits in a SPA application. She commented that they are not add-ons; they are requirements. Mr. Putt explained that the first threshold in any development is compliance with the Development Code requirements. SPAs also include mixed use, flexibility in building location and design, and a mechanism to achieve additional density. The community benefits are a trade-off to going beyond the Code requirements. Some of the benefits the Code points to in the SPA process are things like restricted affordable housing, community character and design, community neighborhood recreation facilities, environmental enhancements, contributions to community trails, etc. The Planning Commission looks at how far above and beyond the applicant goes in providing community benefits to justify the additional density. In this case, they are looking at an 8% increase in the existing complex, and in exchange the applicant is providing community benefits above and beyond the Code requirements as shown in the staff report. Council Member McMullin asked what base density would be in this case without the SPA process. Mr. Putt replied that base density would probably have been RR or its predecessor, which would have been very low density. Chair McMullin stated that she believed that information would be important in determining whether the benefit is sufficient for the applicant to develop beyond base density.

Chair Robinson asked what would prevent a neighboring property owner from applying for a SPA on their property. Mr. Putt replied that nothing would prevent it, and that would be considered on the basis of whether the community benefits they propose warrant the additional density. Planner Strader explained that there is no list of uses for the Town Center Zone, so the only process available to establish a new use in the Town Center Zone is the SPA process.

Mr. Putt provided the site plan and a site map showing the trail enhancements and the 10-foot easement. He reviewed the snow storage calculations and discussed the Chamber Maxx system proposed for stormwater runoff. He presented the architectural renderings of the project. Staff recommended that the County Council hold a public hearing and approve the SPA with the findings of fact, conclusions of law, and conditions of approval outlined in the staff report.

David Rose, the applicant, recalled that this project was originally developed in the 1980's and was owned by a different company at that time. At that time the property was zoned for commercial use. In the 1990's the area was declared a Town Center, and no uses were designated and everything was negotiated. He indicated the area added as Phase II in 1999 and explained that is the SPA that was referred to, and this addition was considered to be infill space under that SPA. If that SPA were still in effect, they would have the right to develop it, and it was a real hit to Tanger to find out that the old SPA was no longer in force and had not been renewed. Tanger and the County can find no record of a SPA renewal, and therefore Tanger must apply for a new SPA. He explained that, with this SPA, they inherit many things that are still in effect from the old SPA, such as the master sign plan, open space, etc.

Chair Robinson opened the public hearing.

Will Pratt with the Snyderville Basin Special Recreation District stated that at the last meeting they requested a minor revision of the Millenium Trail amendment, but he still sees an exhibit in the packet showing the old alignment, and the landscape plan still shows the old alignment. He wanted to be sure that condition would be met. Mr. Rose confirmed that the trail has been amended as requested by the Recreation District. Mr. Pratt noted that Condition 5 states that all community incentives shall be provided prior to commencement of construction, and he assumed the trail benefit would be delayed until the end of the project. Mr. Worsham confirmed that the trail work will be done as part of the building and site construction, which will be incorporated into the development agreement.

Pete Gillwald stated that the condition of the road from the roundabout to the Factory Stores is horrendous and asked if any contribution to transportation improvements would solve that problem. He stated that hundreds of people drive on that road every day. Mr. Jasper explained that there is a plan to maintain that road. Mr. Gillwald noted that several times during the course of the year people park on the frontage road, and this addition will eliminate some of the parking spaces at the Tanger Outlets, which will exacerbate that problem. He believed a community benefit would be to widen the road so cars can better move through that area.

Josh Mann stated that he likes the Tanger Outlets, but he has a problem with the gift cards proposed as a community benefit. He believed that would set a dangerous precedent. He wished they would just gift $50,000 to Peace House and not tie it to this. He looked at the Walmart expansion, which was almost double the size of this expansion, and believed the main difference was transportation. He believed Walmart was charged transportation impact fees, and he did not believe there is such a requirement with this application. Walmart was also required to provide trip reduction by installing a bus stop, and he recommended that Tanger also do something with regard to trip reduction. Council Member McMullin explained that the Walmart expansion was done through a Conditional Use Permit, and this is a SPA. Mr. Thomas stated that he believed transportation impact fees would apply in this case. Mr. Worsham confirmed that they are required to pay transportation impact fees as part of the normal process. He was aware that there is a capital plan to make improvements on Landmark Drive, and that is why they donated the additional right-of-way.

Jeff Smith stated that he was one of the authors of the mandatory affordable housing requirements, and one thing that was included in those requirements was that a commercial developer could build affordable housing off site rather than on site, or they could specifically donate money to a housing charity. They specifically named Peace House, Mountainlands Affordable Housing Trust, and Habitat for Humanity in that plan, and that language still exists. They also put an artificial limitation on the amount a developer could donate just to get a number in the Code. He noted that the process with this applicant has been going on for almost three years. Up to this point, Staff and the Planning Commission and everyone associated with this project understood that the applicant's intent was to donate to the Peace House at the request of the applicant, but suddenly that language is no longer being discussed. He believed the County Manager should be directed to be sure that the development agreement states that the money will be taken in and maintained while the Peace House has the opportunity to raise enough money to build out what they need to do. He explained the need for transitional housing for Peace House to allow people to assimilate into the community. Currently, people get established in the community, get a job, and the children attend school, and then they have to move on because there is no housing available in this community. He explained that Peace House wants to use

this money and raise more money to build the facility they need. Council Member McMullin verified with Mr. Smith that the Code still states that the affordable housing can be donated to a housing charity. If so, she asked why the donation does not go directly to Peace House. Mr. Smith stated that he believed the Planning Commission and Council wanted to have some control over how the money is spent. Mr. Thomas explained that the Code says use of the funds shall be approved on a case-by-case basis by the Chief Executive of Summit County, and examples of permitted uses may include but not be limited to assisting qualifying community-based housing non-profit organizations in their affordable housing endeavors. Mr. Jasper stated that the Code says the County will rely on its Chief Executive to spend the money. In his view, the County has a quasi-housing authority with its contract with Mountainlands, and they have worked hard with them. He did not believe he could be directed to give the money to a specific non-profit other than a qualified housing group. He would not mind if they want to work with Mountainlands or something like that. Mr. Smith stated that he believes the Code still specifically mentions the entities he referred to. He stated that from the very first day this application was made, it was proposed that these funds would be donated to the Peace House, and the whole objective was to get the money to the people who could spend it adequately. He stated that Scott Loomis with Mountainlands has worked with the applicant to get this money for the Peace House, and from the beginning this has been a Peace House allocation. If the County wanted to say that was not legal, they should have said it a long time ago. He explained that Peace House has a desperate need to do something dramatic to help the people in this community who need it. He explained that Peace House does provide housing, and it does need to be affordable.

Jim Smith, Chairman of the Board of Peace House, stated that he met with Mr. Worsham and Jane Patten three years ago when Tanger said they were interested in this project and wanted to contribute to the Peace House need for affordable housing. When Peace House explained their need, it seemed to be a perfect fit, and that is how it has evolved. He agreed that Mountainlands is a provider of transitional housing, and are appreciative of the help Mountainlands has been able to give from time to time. He explained that what they are trying to do to help Peace House patrons in their progression from disaster to getting on with their lives is to provide transitional housing with the additional component of counseling, education, child care, and the components that help them get back on their feet. He explained that there are two models of this, one in Logan and one in Provo, that are campus-type facilities. He stated that people come and stay for 30 days or longer and get established in the community, and to uproot them and move them somewhere else is a disconnect in being able to provide effective services.

Jane Patten, Executive Director of Peace House, stated that she understands that fee-in-lieu for affordable housing has not been done before in Summit County, and she did not believe the process was clear to anyone. She stated that Mr. Worsham came to her three years ago to discuss the needs of Peace House, and it was his understanding that Peace House would qualify to receive fees-in-lieu that could be used for transitional housing. She explained that they have worked with Mountainlands over the years to provide transitional housing for residents who have left Peace House. However, a couple of components are important if the transitional housing belongs to Peace House. The most important one is safety, and transitional housing built alongside the shelter would have better safety features than regular transitional housing. She stated that the ideal way to deal with someone who experiences domestic violence is to get them out of their own residence and to the Peace House shelter, then into Peace House transitional housing, then Mountainlands transitional housing, and eventually affordable housing. By having transitional housing at Peace House, the resident has access to counseling, case management, safety, child care, etc. When they move out of the umbrella of Peace House, there is some disconnect, and they have a more difficult time integrating into the community as well as they do

with Peace House. She stated that their hope is to have all of those services in close proximity so they can be provided for those who need them.

Chair Robinson explained that this is not about Peace House. It is about determining whether the applicant has created enough community benefits to justify the amount of density they have requested and about following the law as to what the County can do with fees-in-lieu.

Mr. Smith noted that 10-5-7-5.A of the Code refers to examples of County designees and refers to Habitat for Humanity, Mountainlands Community Housing Trust, religious organizations, and Peace House. He noted that 10-5-7 is a whole section on how this kind of fee-in-lieu can be dealt with. He noted that this section has to do with donation of land, and it would be fine if Tanger wants to buy them some land.

Chair Robinson closed the public hearing.

Mr. Jasper stated that when they have a requirement such as donating low-income housing or donating money, that is the County's call, and he asked if it is typical for the developer to decide where that money goes. Council Member McMullin stated that this is a unique situation that in some way has been envisioned in the current Code with respect to land, with respect to a housing authority, and with respect to a housing authority when talking about money. It is certainly not typical, but it is envisioned in some way in the Code.

Chair Robinson stated that it was his recollection that the County did away with the cap on the fee-in-lieu, and at the same time they raised the rate. He believed the fee-in-lieu should be charged at the current rate. He questioned whether the applicant is locked in to paying a lower rate. Mr. Thomas explained that, if the applicant filed a complete application prior to adoption of the new fee, the former fee would apply. Chair Robinson stated that he would like to know what the current fee is.

Council Member Ure asked if the affordable housing amount could change or if they could extract other benefits from the developer if they do not agree with the benefits being provided. Chair Robinson explained that the benefit for the 8 units of affordable housing must go into the housing fund, but they could say they do not want to accept the funds for the additional 3 units as a community benefit and ask that the money be used for some other benefit. Council Member Ure noted that there will be a loss of 43 parking spaces. Mr. Rose explained that they have restriped and added parking behind the buildings, primarily for employee parking, to ameliorate the loss in parking spaces to a large degree. He noted that the County's parking requirement is 3.5 parking spaces maximum per 1,000 square feet of retail space. They have more than 4 parking spaces per 1,000 square feet, so they are providing more parking than the Code actually allows. He acknowledged that there will be parking issues on the worst day of the year, but they are not supposed to design for the worst case scenario.

Council Member McMullin stated that, generally speaking, she has no problem with this application. For her the question is whether the incentives without the gift cards are sufficient. She expressed concern about gift cards being used as a community incentive directed to a particular non-profit. She did not want Peace House to be harmed by that, but she did not agree with the process of donating the gift cards. Mr. Rose explained that Tanger has been involved in a number of charitable operations in the community over the years. He explained that the purpose of the community benefits is really affordable housing, and the gift cards were an attempt to also help the people at Peace House who have to leave their homes and have nothing

by providing clothing and other items they need. Mr. Worsham offered to withdraw the $50,000 and work it out separately with Peace House.

Chair Robinson stated that he is struggling with whether full payment of fees-in-lieu were in place in the Code when the SPA application was filed. If not, they need some guidance about how to handle that. Mr. Rose explained that, if a donation of land is required, they would be happy to purchase land and donate it to Peace House, and they can do what they want with it. Chair Robinson stated that they need to be able to see the Code and how it relates to Tanger's proposed donation. Mr. Thomas explained that the section of the Code Jeff Smith referred to has to do with alternatives to on-site workforce housing, and it lists a number of alternatives, one of which is donation of land to one of the housing entities. In a different section, it says fee-in-lieu in accordance with this chapter, and that is when they have to go to the fee-in-lieu section, which says the Chief Executive will take the fee-in-lieu money on a case-by-case basis and decide what to use it for, including affordable housing for a qualifying entity. They could interpret a qualifying entity to be the same as what was referred to in the other section regarding donation of land. The Council can approve the fee-in-lieu as being sufficient for this application, but once they do that, it is up to the Manager to spend it in accordance with the provisions in the ordinance.

Chair Robinson suggested that they continue this item to next week's meeting and that the County Attorney's Office prepare a memo that summarizes the Code sections and lays out the options.

The County Council meeting adjourned at 9:40 p.m.

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Council Chair, Chris Robinson ***County Clerk,*** Kent Jones