



**AMENDED AGENDA  
COUNTY COUNCIL  
Wednesday, July 9, 2025**

NOTICE is hereby given that the Summit County Council will meet, on Wednesday, July 9, 2025, electronically, via Zoom, and at the anchor location of the Summit County Courthouse, 60 N. Main Street, Coalville, UT 84017

(All times listed are general in nature, and are subject to change by the Board Chair)

**To view Council meeting, live, visit the "Summit County, Utah" Facebook page.**

**OR**

**To participate in Council meeting: Join Zoom webinar: <https://zoom.us/j/772302472>**

**OR**

**To listen by phone only: Dial 1-301-715-8592, Webinar ID: 772 302 472**

3:45 PM Closed Session - Property acquisition (30 min)

4:15 PM - Move to Council chambers (5 min)

4:20 PM Work Session

1. 4:20 PM - Pledge of Allegiance (5 min)
2. 4:25 PM - Interview applicants for vacancies on the High Valley Transit District Board of Trustees (45 min)  
[070925 Interview Schedule.docx](#)  
[Staff Report from HVT Executive Director.pdf](#)

5:10 PM Closed Session - Personnel (10 min)

5:20 PM - Move to Council chambers (5 min)

5:30 PM Consideration of Approval

1. 5:30 PM - Discussion and ratification of the 2025 Certified Tax Rates; Cindy Keyes (10 min)  
[2025 Certified Tax Rates Staff Report.pdf](#)
2. 5:40 PM - Public comment may be taken regarding the proposed appointment, and possible adoption of Resolution 2025-17, a Resolution Appointing Members to Serve on High Valley Transit District Board of Trustees (5 min)  
[Resolution 2025-17-Appointments to High Valley Transit District.docx](#)
3. 5:45 PM - Discussion and possible adoption of Resolution 2025-18, a Resolution of the Summit County Council Admitting the City of Holladay as a Member of the Central Wasatch Commission (5 min)  
[Resolution 2025-18 Admitting Holladay as CWC Member.docx](#)
4. 5:50 PM - Council and Manager comments (10 min)

5:25 PM Convene as the Governing Board of Snyderville Basin Special Recreation District

1. 5:25 PM - Continued discussion and possible approval of Public Recreation Trail Easement and Access Agreement (Hi Ute Trail Easement); Dana Jones and Matt Wagoner (5 min)

[Basin Recreation-Hi Ute Trail Easement Staff Report.pdf](#)

Dismiss as the Governing Board of Snyderville Basin Special Recreation District

#### 6:00 PM Public Input

Public comment is for any matter not on the Agenda and not the subject of a pending land use application. If you would like to submit comments to Council, please email [publiccomments@summitcountyutah.gov](mailto:publiccomments@summitcountyutah.gov) by 12:00 p.m. on Wednesday, July 9, 2025. If you wish to interact with Council, for public input, please appear in person, or use the “Raise Hand” button at the bottom of the chat window in Zoom.

#### Adjourn

**Interview Schedule**  
**High Valley Transit District Board of Trustees**  
**Wednesday, July 9, 2025**

At the anchor location of the Summit County Courthouse  
60 N Main Street, Coalville, UT 84017

OR

Zoom webinar: <https://zoom.us/j/772302472>

Phone: 1-301-715-8592, Webinar ID 772 302 472

(2 vacancies; 3 applicants)

4:25 PM	Zev Rosenfield	*In Person
4:40 PM	Bob Zanetti	*In Person
4:55 PM	Peter Tomai	*Zoom

The Summit County Council would appoint two non-elected Board members to serve the following terms:

- Seat 6, with a term to expire 12/31/2027
- Seat 7, with a term to expire 12/31/2028

**Interview Instructions (Zoom)**

For your interview with Council, please use one of the two following options:

1. By phone only: Dial 1-301-715-8592, Meeting ID: 772 302 472
2. By video chat: Join Zoom meeting: <https://zoom.us/j/772302472> When you join the meeting, set up your audio preferences. You will be muted upon entering the meeting.

When Council finishes the interview prior to yours, the moderator will unmute your microphone so you can interview with Council.



## STAFF REPORT

Date: July 1, 2025  
To: Summit County Council  
From: Caroline Rodriguez, Executive Director  
Subject: Appointment of two additional Board members

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### Action Requested

The High Valley Transit Board of Trustees respectfully requests that the Summit County Council appoint two additional non-elected Board members to serve the following terms:

Seat 6, with a term to expire 12/31/2027

Seat 7, with a term to expire 12/31/2028

The Board is further requesting that at the expiration of the first terms for seats six and seven, new appointments be made for four-year terms to maintain the original intent of staggering Board terms.



## STAFF REPORT

TO: Summit County Council

FROM: Summit County Auditor's Office

DATE: July 9, 2025

RE: Ratification of 2025 Certified Tax Rates

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### Summary:

### **Understanding the Certified Tax Rate**

#### **Certified Tax Rate Formula**

$$\text{Certified Tax Rate} = \frac{\text{Prior Year Property Taxes Collected}}{\text{Current Assessed Property Value (Excluding New Growth)}}$$

#### **Key Points About the Certified Tax Rate**

- Calculated annually for each taxing entity
- Designed to generate the same amount of revenue as the previous year, excluding revenue from new growth
- The certified rate is applied to all properties, including new growth

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#### **What It Means for Property Owners**

- Property values may rise or fall, but the actual dollar amount of taxes paid remains steady unless an official tax increase or decrease is approved
- If property values increase, the tax rate adjusts downward
- If property values decrease, the tax rate adjusts upward

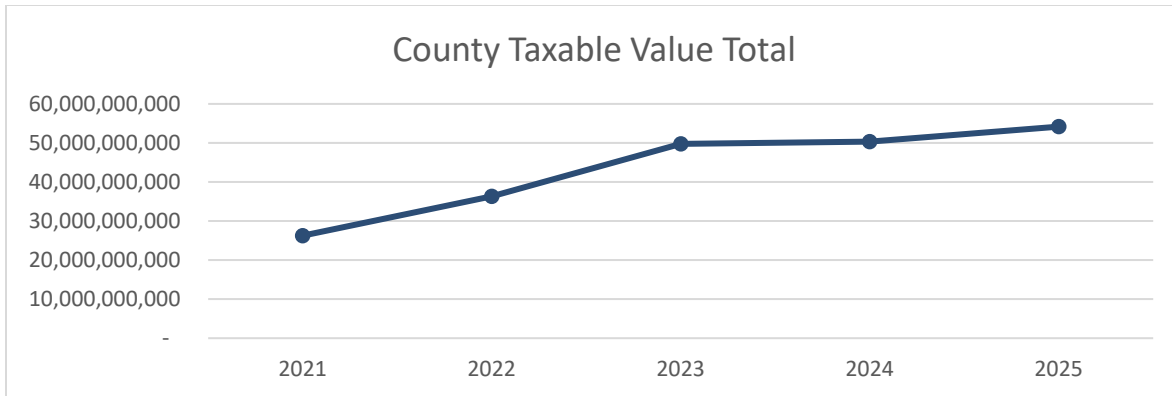
This mechanism ensures fairness while maintaining consistent revenue levels for essential services.

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#### **Why Growth Affects Revenue**

When new development occurs:

- The certified rate is applied to the new growth, generating additional revenue
- This new revenue helps offset the costs of growth—such as increased demand for roads, public safety, and other services



### County Taxable Value Continues to Grow, Driving Down Tax Rates

This chart illustrates the steady increase in Summit County’s total taxable property value from 2021 through 2025.

As property values increase, Utah’s certified tax rate system requires rates to adjust downward, unless a tax increase is approved through Truth in Taxation. This ensures that most property owners do not see large spikes in their taxes, even when property values go up.

In short: Higher values mean lower rates, keeping tax collections stable.

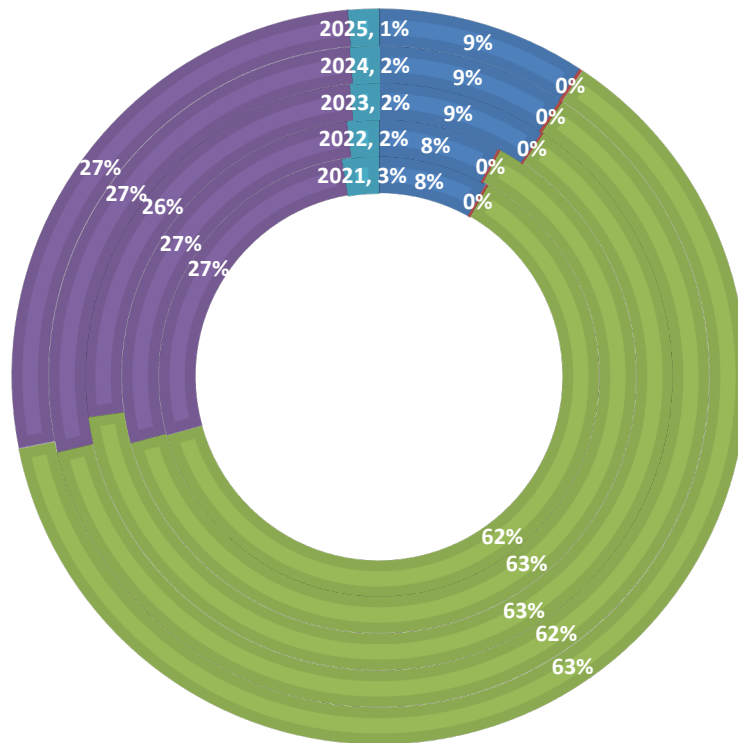
### Entities going through Truth in Taxation in 2025:

Truth-In-Taxation 2025	If approved, Tax will increase:			2025 Public Hearing Information		
Entities Proposing a tax increase/Average Value		From	To	Date Time	Location	Phone
<b>Central Utah Water Conservancy</b>	Residential:	\$195.21	\$205.48	8/26/2025	1426 E 750 N	801-226-7100
\$934,000	Commercial:	\$354.92	\$373.60	6:00 PM	Orem	
<b>Henefer Town</b>	Residential:	\$148.50	\$174.24	8/5/2025	150 W Center Street	435-336-5365
\$600,000	Commercial:	\$270.00	\$316.80	6:00 PM	Henefer	
<b>Oakley City</b>	Residential:	\$503.68	\$530.75	8/13/2025	960 West Center Street	435-783-5734
\$965,000	Commercial:	\$915.79	\$965.00	7:00 PM	Oakley	

## PROPERTY TYPE BY TAXABLE VALUE

■ Commercial (Land & Buildings) 
 ■ Agricultural Land & Buildings 
 ■ Residential (Nonprimary)

■ Residential (Primary) 
 ■ Other

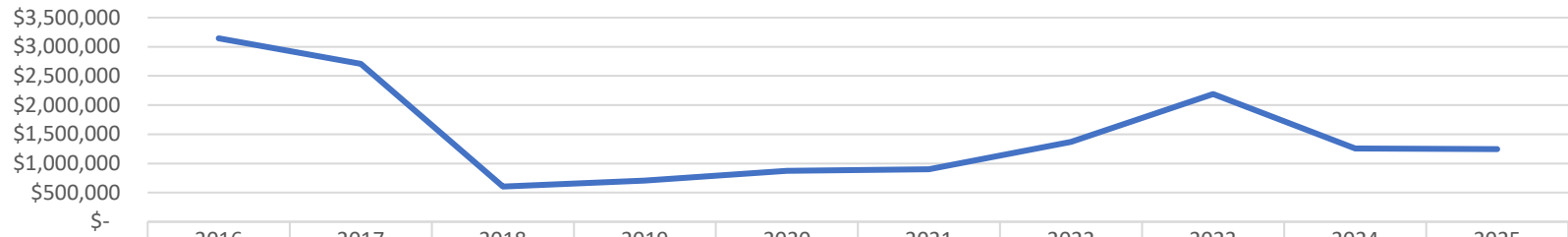


### County Property Type by Taxable Value, 2021-2025 – Key Insights

#### Remarkably stable:

- Residential property (primary + non-primary) has accounted for 89-90 % of taxable value every year.
- Commercial holds a steady single-digit share, rising modestly in 2023–25.
- Agricultural and “Other” categories remain below 3 %.
  - Other is comprised of: Agricultural land that is not used for Ag purposes; Recreation Land; and Centrally Assessed
- Because Utah’s certified-rate law equalizes revenue year-to-year, the larger residential share does not automatically increase total collections; it merely shifts the balance of who pays.

### Summit County New Growth



New Growth (in thousands)	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
	\$3,144,890	\$2,705,006	\$603,836	\$706,465	\$871,440	\$902,324	\$1,370,151	\$2,191,976	\$1,256,425	\$1,245,053

The following is a summary of the Certified Tax Rates needing ratification by the council:

Taxing Entity	2025 Revenue	2024 Revenue	Revenue Change	Revenue % Change	2025 Certified Tax Rate	2024 Certified Tax Rate	Rate Change	Rate % Change
Summit County General Fund	\$ 22,988,851	\$ 22,536,435	\$ 452,416	2%	0.000467	0.000491	-0.000024	-5%
State (Multi-County) Assessing & Collecting	\$ 689,968	\$ 689,984	\$ (16)	0%	0.000014	0.000015	-0.000001	-7%
County Assessing & Collecting Fund	\$ 5,369,623	\$ 5,256,152	\$ 113,471	2%	0.000109	0.000114	-0.000005	-4%
South Summit Cemetery Maintenance District	\$ 232,319	\$ 225,468	\$ 6,851	3%	0.000075	0.000079	-0.000004	-5%
South Summit Fire Protection District	\$ 1,607,351	\$ 1,555,521	\$ 51,830	3%	0.000546	0.000574	-0.000028	-5%
North Summit Fire Protection District	\$ 2,194,482	\$ 2,119,691	\$ 74,791	4%	0.001154	0.001189	-0.000035	-3%
Summit County Service Area #3	\$ 590,311	\$ 579,953	\$ 10,358	2%	0.000856	0.000810	0.000046	6%
Park City Fire Service District	\$ 14,624,395	\$ 14,264,536	\$ 359,859	3%	0.000335	0.000350	-0.000015	-4%
Summit County Service Area #5	\$ 77,724	\$ 77,528	\$ 196	0%	0.000846	0.000853	-0.000007	-1%
Summit County Service Area #6	\$ 1,895,629	\$ 1,865,662	\$ 29,967	2%	0.000302	0.000306	-0.000004	-1%
Wanship Cemetery Maintenance District	\$ 20,284	\$ 18,532	\$ 1,752	9%	0.000008	0.000008	0.000000	0%
Summit County Service Area #8	\$ 515,000	\$ 773,584	\$ (258,584)	-33%	0.005735	0.009272	-0.003537	-38%
SC Mosquito Abatement District	\$ 635,269	\$ 637,991	\$ (2,722)	0%	0.000013	0.000014	-0.000001	-7%
Hoytsville Cemetery Maintenance District	\$ 5,260	\$ 5,169	\$ 91	2%	0.000025	0.000023	0.000002	9%
Summit County Wildland Fire District	\$ 87,818	\$ 86,419	\$ 1,399	2%	0.000121	0.000126	-0.000005	-4%
Snyderville Basin Recreation District	\$ 8,889,529	\$ 8,622,069	\$ 267,460	3%	0.000405	0.000408	-0.000003	-1%
North Summit Recreation Special Service District	\$ 194,119	\$ 186,775	\$ 7,344	4%	0.000102	0.000105	-0.000003	-3%
Snyderville Basin Cemetery	\$ 495,000	\$ 0	\$ 495,000	N/A	0.000022	-	0.000022	N/A
Municipal Type Service Area	\$ 8,063,000	\$ 7,830,684	\$ 232,316	3%	0.000312	0.000315	-0.000003	-1%
Snyderville Basin Recreation Bond A	\$ 2,989,681	\$ 2,985,831	\$ 3,850	0%	0.000114	0.000118	-0.000004	-3%
Snyderville Basin Recreation Bond B	\$ 1,697,400	\$ 1,698,150	\$ (750)	0%	0.000066	0.000080	-0.000014	-18%



Actions Requested:

- A. County Council ratify the Certified Tax Rates detailed in the summary above.
  - 1. Summit County General Fund
  - 2. State (Multi-County) Assessing & Collecting
  - 3. County Assessing & Collecting Fund
  - 4. South Summit Cemetery Maintenance District
  - 5. South Summit Fire Protection District
  - 6. North Summit Fire Protection District
  - 7. Summit County Service Area #3
  - 8. Park City Fire Service District
  - 9. Summit County Service Area #5
  - 10. Summit County Service Area #6
  - 11. Wanship Cemetery Maintenance District
  - 12. Summit County Service Area #8
  - 13. SC Mosquito Abatement District
  - 14. Hoytsville Cemetery Maintenance District
  - 15. Summit County Wildland Fire District
  - 16. Snyderville Basin Recreation District
  - 17. North Summit Recreation Special Service District
  - 18. Snyderville Basin Cemetery
  - 19. Municipal Type Service Area
  - 20. Snyderville Basin Recreation Bond A
  - 21. Snyderville Basin Recreation Bond B
  
- B. Chairman sign the individual rate sheets (Form PT-800 for each entity below) and return to the Auditors Office.

<p align="center"><b>Utah State Tax Commission - Property Tax Division</b></p> <p align="center"><b>Resolution Adopting Final Tax Rates and Budgets</b></p>	<p align="center"><b>Form PT-800</b></p> <p align="center">Rev. 02/15</p>
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Rev. 02/15

**Tax Year:** 2025

## SUMMIT

**2025**

1. Fund/Budget Type		2. Revenue	3. Tax Rate
10	General Operations	16,494,235	0.000335
20	Interest and Sinking Fund/Bond	4,180,500	0.000085
50	Tort Liability	196,946	0.000004
190	Discharge of Judgement		
250	Capital Improvements	0	0.000000
540	Health	2,117,170	0.000043
		<b>\$22,988,851</b>	<b>0.000467</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

### Signature of Governing Chair

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
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**County:** SUMMIT **Tax Year:** 2025

It is hereby resolved that the governing body of:  
**MULTICOUNTY ASSESSING & COLLECTING LEVY**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
950 Multicounty Assessing & Collecting	689,968	0.000014
	<b>\$689,968</b>	<b>0.000014</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____

<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
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**County:** SUMMIT **Tax Year:** 2025

It is hereby resolved that the governing body of:  
**COUNTY ASSESSING & COLLECTING LEVY**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
955 County Assessing & Collecting	5,369,623	0.000109
	<b>\$5,369,623</b>	<b>0.000109</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____

<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
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**County:** SUMMIT **Tax Year:** 2025

It is hereby resolved that the governing body of:  
**SOUTH SUMMIT CEMETERY MAINTENANCE DISTRICT**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
100 Cemetery	232,319	0.000075
	<b>\$232,319</b>	<b>0.000075</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____

<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
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**County:** SUMMIT **Tax Year:** 2025

It is hereby resolved that the governing body of:  
**SOUTH SUMMIT FIRE PROTECTION DISTRICT**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
70 Fire Protection	1,607,351	0.000546
	<b>\$1,607,351</b>	<b>0.000546</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____



<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
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**County:** SUMMIT **Tax Year:** 2025

It is hereby resolved that the governing body of:  
**SUMMIT COUNTY SERVICE AREA NO. 3**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
190 Discharge of Judgement		
620 Public Streets	590,311	0.000856
	<b>\$590,311</b>	<b>0.000856</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____





<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
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**County:** SUMMIT **Tax Year:** 2025

It is hereby resolved that the governing body of:  
**SUMMIT COUNTY SERVICE AREA #5**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
570 County Service Area	77,724	0.000846
	<b>\$77,724</b>	<b>0.000846</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____

<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
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**County:** SUMMIT **Tax Year:** 2025

It is hereby resolved that the governing body of:  
**SUMMIT COUNTY SERVICE AREA #6**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
570 County Service Area	1,895,629	0.000302
	<b>\$1,895,629</b>	<b>0.000302</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____

<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
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**County:** SUMMIT **Tax Year:** 2025

It is hereby resolved that the governing body of:  
**WANSHIP CEMETERY MAINTENANCE DISTRICT**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
100 Cemetery	20,284	0.000008
	<b>\$20,284</b>	<b>0.000008</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____

<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
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**County:** SUMMIT **Tax Year:** 2025

It is hereby resolved that the governing body of:  
**SUMMIT COUNTY SERVICE AREA #8**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
570 County Service Area	515,000	0.005735
	<b>\$515,000</b>	<b>0.005735</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____

<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
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**County:** SUMMIT **Tax Year:** 2025

It is hereby resolved that the governing body of:  
**SUMMIT COUNTY MOSQUITO ABATEMENT DISTRICT**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
110 Mosquito Abatement	635,269	0.000013
	<b>\$635,269</b>	<b>0.000013</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____

<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
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**County:** SUMMIT **Tax Year:** 2025

It is hereby resolved that the governing body of:  
**HOYTSTVILLE CEMETERY MAINTENANCE DISTRICT**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
100 Cemetery	5,260	0.000025
	<b>\$5,260</b>	<b>0.000025</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____

<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
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**County:** SUMMIT **Tax Year:** 2025

It is hereby resolved that the governing body of:  
**SUMMIT COUNTY WILDLAND FIRE SERVICE AREA**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
70 Fire Protection	87,818	0.000121
	<b>\$87,818</b>	<b>0.000121</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____



<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
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**County:** SUMMIT **Tax Year:** 2025

It is hereby resolved that the governing body of:  
**SNYDERVILLE BASIN RECREATION DISTRICT**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
90 Recreation	8,889,529	0.000405
	<b>\$8,889,529</b>	<b>0.000405</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____

<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
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**County:** SUMMIT **Tax Year:** 2025

It is hereby resolved that the governing body of:  
**NORTH SUMMIT RECREATION SPECIAL SERVICE DISTRICT**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
160 Special Service Voted Levy	194,119	0.000102
	<b>\$194,119</b>	<b>0.000102</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____

<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
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**County:** SUMMIT **Tax Year:** 2025

It is hereby resolved that the governing body of:  
**SNYDERVILLE BASIN CEMETERY**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
100 Cemetery	495,000	0.000022
	<b>\$495,000</b>	<b>0.000022</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____



<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
--	----------------------------------

County: **SUMMIT** Tax Year: **2025**

It is hereby resolved that the governing body of:  
**BOND A -AREA EXCLUDED FROM SNYDERVILLE BASIN RECREATION DIST, STILL LIABLE I**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
20 Interest and Sinking Fund/Bond	2,989,681	0.000114
	<b>\$2,989,681</b>	<b>0.000114</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____

<b>Utah State Tax Commission - Property Tax Division</b> <b>Resolution Adopting Final Tax Rates and Budgets</b>	<b>Form PT-800</b> Rev. 02/15
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**County:** SUMMIT **Tax Year:** 2025

It is hereby resolved that the governing body of:  
**BOND B - AREA EXCLUDED FROM SNYDERVILLE BASIN RECREATION DIST, STILL LIABLE**  
approves the following property tax rate(s) and revenue(s) for the year: **2025**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
20 Interest and Sinking Fund/Bond	1,697,400	0.000066
	<b>\$1,697,400</b>	<b>0.000066</b>

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 59-2-920.

<b>Signature of Governing Chair</b>
Signature: _____ Date: _____
Title: _____

**Summit County Council Resolution No. 2025-17**  
**A Resolution to Appoint Two Members to Serve on the**  
**High Valley Transit District**

**WHEREAS**, the County lawfully created the Snyderville Basin Public Transit District Board, now known as High Valley Transit District (the “District”) codified in Summit County Code Title 2, Chapter 7 (the “Code”), which created an Administrative Control Board (the “ACB”) and delegated certain powers thereto to administer the responsibilities of the District; and

**WHEREAS**, the Code requires the ACB be comprised of 5-9 members with three members of the Summit County Council, and up to six members at large. Each of whom shall be a registered voter within the District; and

**WHEREAS**, Summit County Council would appoint two non-elected Board members to serve the following terms: one member would be appointed to Seat 6 with a term to expire 12/31/2027 and one member would be appointed to Seat 7 with a term to expire 12/31/2028; and

**WHEREAS**, pursuant to Utah Code Annotated §17B-1-304(2), the County prepared a notice of vacancy for this ACB positions, posted the notice, and otherwise complied with all requirements of law for filling vacancies; and

**WHEREAS**, the Council has conducted interviews with interested applicants who responded to the notice of vacancy; and

**WHEREAS**, the Council has complied with Utah’s Open and Public Meetings Act in making this appointment and has allowed interested persons an opportunity to speak with respect to this proposed appointment; and

**WHEREAS**, pursuant to Utah Code Annotated §17B-1-304 et. seq., the County now desires to appoint a member to the ACB of the District.

**NOW, THEREFORE, the SUMMIT COUNTY COUNCIL resolves as follows:**

The following registered voters of the High Valley Transit District are hereby appointed to serve on the High Valley Transit District Board of Trustees for the terms specified herein.

**Appoint \_\_\_\_\_ to seat 6, with a term expiration of December 31, 2027**

**Appoint \_\_\_\_\_ to seat 7, with a term expiration of December 31, 2028**

APPROVED, ADOPTED AND PASSED by the Summit County Council on 9<sup>th</sup> day of July 2025.

SUMMIT COUNTY COUNCIL

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Council Chair

ATTEST:

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County Clerk

APPROVED AS TO FORM:

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Deputy County Attorney



**RESOLUTION OF THE SUMMIT COUNTY COUNCIL ADMITTING  
THE CITY OF HOLLADAY AS A MEMBER OF  
THE CENTRAL WASATCH COMMISSION**

**WHEREAS**, the Central Wasatch Commission (the “CWC”) is an interlocal entity that was formed effective 29 June 2017 pursuant to the “Central Wasatch Commission Interlocal Agreement” (the “*Original ILA*”), as amended (the “*Amendment*”) pursuant to Resolution 2020-14 of the CWC’s governing body (the “*Board*”) and subsequent approval of the legislative bodies of the CWC’s members (the *Original ILA*, as amended by the *Amendment*, is the “*ILA*”); and

**WHEREAS**, the current members (“*Members*”) of the CWC include Town of Alta, Town of Brighton, city of Cottonwood Heights, City of Millcreek, Park City, Salt Lake City, Sandy City and Summit County; and

**WHEREAS**, Article V.A. of the ILA allows additional Members to join the CWC pursuant to the process provided in Article V.A.(2) of the ILA, which requires (a) approval by majority vote of all of the commissioners then serving on the CWC Board, (b) approval by the legislative body of each of the then-current Members, and (c) compliance with all the other requirements specified in said Article V.A. (the “*Admission Requirements*”); and

**WHEREAS**, on 23 June 2025, pursuant to an application for CWC membership previously submitted by the City of Holladay (“*Holladay*”), the Board enacted its Resolution 2025-17 inviting Holladay to become a Member of the CWC subject to approval by the legislative body of each of the current Members and compliance with all the other Admission Requirements; and

**WHEREAS**, Summit County (the “*County*”) is a Member of the CWC; and

**WHEREAS**, the Summit County Council (the “*Council*”) met in regular session on July 9, 2025 to consider, among other things, approving the admission of Holladay as a CWC Member as provided above; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the County’s residents to so approve Holladay’s admission as an additional Member of the CWC as proposed by the Board;

**NOW, THEREFORE, BE IT RESOLVED** by the Summit County Council that the Council hereby approves Holladay’s admission as an additional Member of the CWC conditioned (a) approval by the governing body of each of the other Members, and (b) compliance with all the other Admission Requirements.

This Resolution 2025-18, shall take effect immediately upon passage.

APPROVED, ADOPTED AND PASSED by the Summit County Council on 9<sup>th</sup> day of July, 2025.

SUMMIT COUNTY COUNCIL

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Council Chair

ATTEST:

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County Clerk

APPROVED AS TO FORM:

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Deputy County Attorney



To: Summit County Council  
From: Dana Jones, District Director  
Prepared By: Matt Wagoner, District Superintendent  
Date: 7/9/2025  
Re: Hi Ute Trail Easements

\*\*\*\*\*

**Background:**

The Mid-Mountain Connector Trail is an important link in the Basin Recreation trail system that has been planned for many years. Recently, Basin Recreation staff have worked closely with the Hi Ute Ranch, Utah Open Lands, Pinebrook Master Association, and Park City School District to negotiate a final alignment. A series of agreements that must be approved by County Council are required before construction of this trail can be completed. The agreement with Park City School District was approved at the June 25<sup>th</sup> Council meeting. The remaining agreements to be considered are with Pinebrook Master Association, Hi Ute Ranch, and Utah Open Lands.

**Discussion:**

Representatives from the Pinebrook Master Association have been involved in the conceptualization of this trail connection from the very beginning. The alignment incorporates an existing public trail on Pinebrook open space and allows for important new connections through the Pinebrook open space that create a much more user-friendly trail grade. Their involvement has been critical in planning a trail that will provide a first-rate public amenity. The construction easement is included in this report for review and possible approval.

Utah Open Lands and the Hi Ute Ranch are both party to a single memorandum of understanding with Basin Recreation that includes the trail easement as an exhibit. All representatives have had extensive conversations to work towards an alignment that incorporates each organization's values. Basin Rec staff believe the intensive process has resulted in a balanced and thoughtful trail that will provide a valuable public amenity while respecting landscape resources. The agreement with Hi Ute Ranch and Utah Open Lands is included in this report for review and possible approval.

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

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Space above for Records Stamp

## PUBLIC RECREATION TRAIL EASEMENT AND ACCESS AGREEMENT

**Property Owner:**

**Trail Name:**

**Parcels:**

Pinebrook Master Association

Mid Mountain Trail

PBOS-1; PP-54-D

THIS PUBLIC RECREATION TRAIL EASEMENT AGREEMENT AND ACCESS AGREEMENT ("**Easement Agreement**"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Pinebrook Master Association, a Utah nonprofit corporation, with address at 7950 Pinebrook Road, Park City, Utah 84098 ("**Owner**"), and **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**, a special service district of the State of Utah, with offices at 5715 Trailside Drive, Park City, UT 84098 ("**SBSRD**"). Owner and SBSRD are sometimes collectively referred to in this Easement Agreement as the "**Parties**" or individually as a "**Party**."

## RECITALS

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

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

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

WHEREAS, SBSRD is a public body, authorized by Summit County Code, Title 2, Chapter 21, to acquire interests in real property for purposes of public recreational services and programs;

## **AGREEMENT**

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

### **1. Grant of Easement.**

Owner hereby grants unto SBSRD:

A. A trail easement ("**Trail Easement**") on, over, under, and across the Property solely consisting of a corridor thirty feet (30') in width ("**Easement Corridor**") lying along an alignment as described in the document attached hereto as **Exhibit B**, and by this reference is incorporated herein, exclusively for the duration and purpose set forth herein below and consisting only of the rights hereinafter enumerated.

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

### **2. Duration.**

The Trail Easement and Access Easement are granted in perpetuity and shall run with the land so as to be forever binding upon the Parties hereto and their respective heirs, personal representatives, administrators, successors, and assigns.

### **3. Purpose.**

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

The purpose of the Access Easement is to provide SBSRD and its Affiliates (as defined below), not the general public, access to the Easement Corridor as SBSRD deems reasonable and necessary for the sole purpose of developing, constructing, maintaining, and otherwise managing the Trail Easement in accordance with provisions set forth herein. In its use of the Access Easement, SBSRD shall make reasonable efforts to protect the private nature of Owner's trail system and shall not make any changes or improvements to Owner's property located outside of the Trail Easement without first obtaining Owner's prior written consent.

#### **4. Rights Conveyed and Obligations.**

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

A. To develop within the Easement Corridor a natural surface trail not to exceed ten feet (10') in width (**“Mid Mountain Trail”** or **“Trail”**) for non-motorized, year-round, recreational use, which Mid Mountain Trail will be documented by an “as built” trail survey, which may be recorded against the Property.

B. To lay out, mark, develop, construct, maintain or relocate the Trail, within the Easement Corridor. When deemed necessary, SBSRD and Owner agree to work in good faith to relocate any portion of the Trail that may need to be moved outside of the Easement Corridor. This is especially the case at the time of original construction of the Trail. Such adjustments to the Easement Corridor will be documented on an “as-built” trail survey, which may be recorded against the Property.

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

D. To establish and maintain appropriate signage within the Easement Corridor marking the Trail and providing directions or other appropriate information in connection with the Trail, including signage and other appropriate information developed in coordination with Owner to encourage the public to use the Trail and refrain from using Owner’s private trail system.

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

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

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

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

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

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

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

#### **6. Fees.**

No fees shall be charged by Owner for use of the Trail Easement for any reason.

#### **7. Liability/Indemnification/Immunity.**

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

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

#### **8. Owner's Representations.**

Notwithstanding that the Trail Easement and Access Easement granted herein are without warranty, Owner represents that it is a possessor-in-interest of the Property, and that it has full legal authority to

grant this Trail Easement and Access Easement to SBSRD free of liability for any lien or encumbrance previously placed thereon by Owner.

#### 9. **Retained Rights.**

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

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

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

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

#### 10. **Enforcement.**

The SBSRD and Owner shall have the right to enforce, through any permitted proceeding at law or in equity, including by specific performance, the terms, provisions, restrictions and requirements of this Easement Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Easement Agreement shall not result in or be construed to be an abandonment or termination of this Easement Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Easement Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any



of the covenants, provisions, or requirements of this Easement Agreement, the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

11. **Acceptance.**

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

12. **Binding Effect.**

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

13. **Law.**

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

14. **Relationship Between the Parties.**

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

15. **Amendment.**

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

16. **Entire Agreement.**

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

17. **Severability.**

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

Counterpart signatures appear on the following pages

**SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**

BY: \_\_\_\_\_  
Tonja Hansen  
Chair

On the \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me, **TONJA HANSEN**, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same as Chair of the **Summit County Council**, the governing body of the **Snyderville Basin Special Recreation District, Summit County, Utah**.

**NOTARY PUBLIC**

**PINEBROOK MASTER ASSOCIATION**

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

Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
 ):ss  
COUNTY OF \_\_\_\_\_ )

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the \_\_\_\_ day of \_\_\_\_\_ 2025 before me personally appeared \_\_\_\_\_, the \_\_\_\_\_, of Pinebrook Master Association, who is known to me as the person and officer described in and who executed the foregoing instrument on behalf of said Pinebrook Master Association, and who acknowledge that he/she held the position or title set forth in the instrument and certificate, that he/she signed the instrument of behalf of Pinebrook Master Association by proper authority, and that the instrument was the act of Pinebrook Master Association for the purposes therein stated.

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

SEAL:

\_\_\_\_\_  
NOTARY PUBLIC

## EXHIBIT A

### (Legal Description of Property)

#### Summit County Tax Identification Parcel No. PBOS-1

A Parcel of land lying within Sections 11 & 14, Township 1 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Commence at the East Quarter of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence West, a distance of 3070.37 feet; thence South, a distance of 3019.65 feet, to the POINT OF BEGINNING; said point being on the East boundary line of Pinebrook Subdivision No. 8 according to the official plat thereof and running thence along said East boundary the following (7) courses N 04°00'00" W, a distance of 310.00 feet. N 34°00'00" E, a distance of 300.00 feet, N 19°00'00" E, a distance of 460.00 feet, N 60°30'00" E, a distance of 150.00 feet, N 42°30'00" E, a distance of 240.00 feet, N 61°00'00" E, a distance of 305.00 feet and N 49°00'00", a distance of 96.39 feet; thence S 26°30'00" E, a distance of 10.98 feet; thence N 63°30'00" E, a distance of 435.60 feet; thence N 26°30'00" W, a distance of 90.00 feet; thence N 63°30'00" E, a distance of 261.49 feet; thence S 54°03'28" E, a distance of 659.19 feet; thence S 51°54'40" W, a distance of 470.11 feet; thence S 44°37'15" E, a distance of 1682.56 feet; thence East, a distance of 210.00 feet to the East line of Section 14, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence S 00°15'29" E, a distance of 1535.72 feet along said Section Line; thence West, a distance of 50.00 feet to the Northeast corner of Ecker Hill Plat "B" according to the official plat thereof; thence along the Northerly boundary of said Ecker Hill Plat "B" the following (9) courses S 75°00'00" W, a distance of 737.78 feet, S 48°45'00" W, a distance of 200.00 feet, N 41°15'00" W, a distance of 200.00 feet, N 48°45'00" E, a distance of 84.32 feet, N 21°36'03" W, a distance of 138.94 feet, N 32°57'56" W, a distance of 226.12 feet, N 55°21'42" W, a distance of 254.27 feet, N 17°10'52" W, a distance of 191.64 feet and S 63°00'00" W, a distance of 61.68 feet to the Easterly boundary line of Ecker Hill Plat A according to the official plat thereof; thence along said boundary line the following (5) courses N 05°31'54" W, a distance of 700.00 feet, N 30°00'00" W, a distance of 265.00 feet, N 69°30'00" W, a distance of 863.25 feet, S 00°16'41" W, a distance of 156.90 feet and N 89°57'57" W, a distance of 593.37 feet, to the POINT OF BEGINNING; Containing 123.3772 acres of land, more or less.

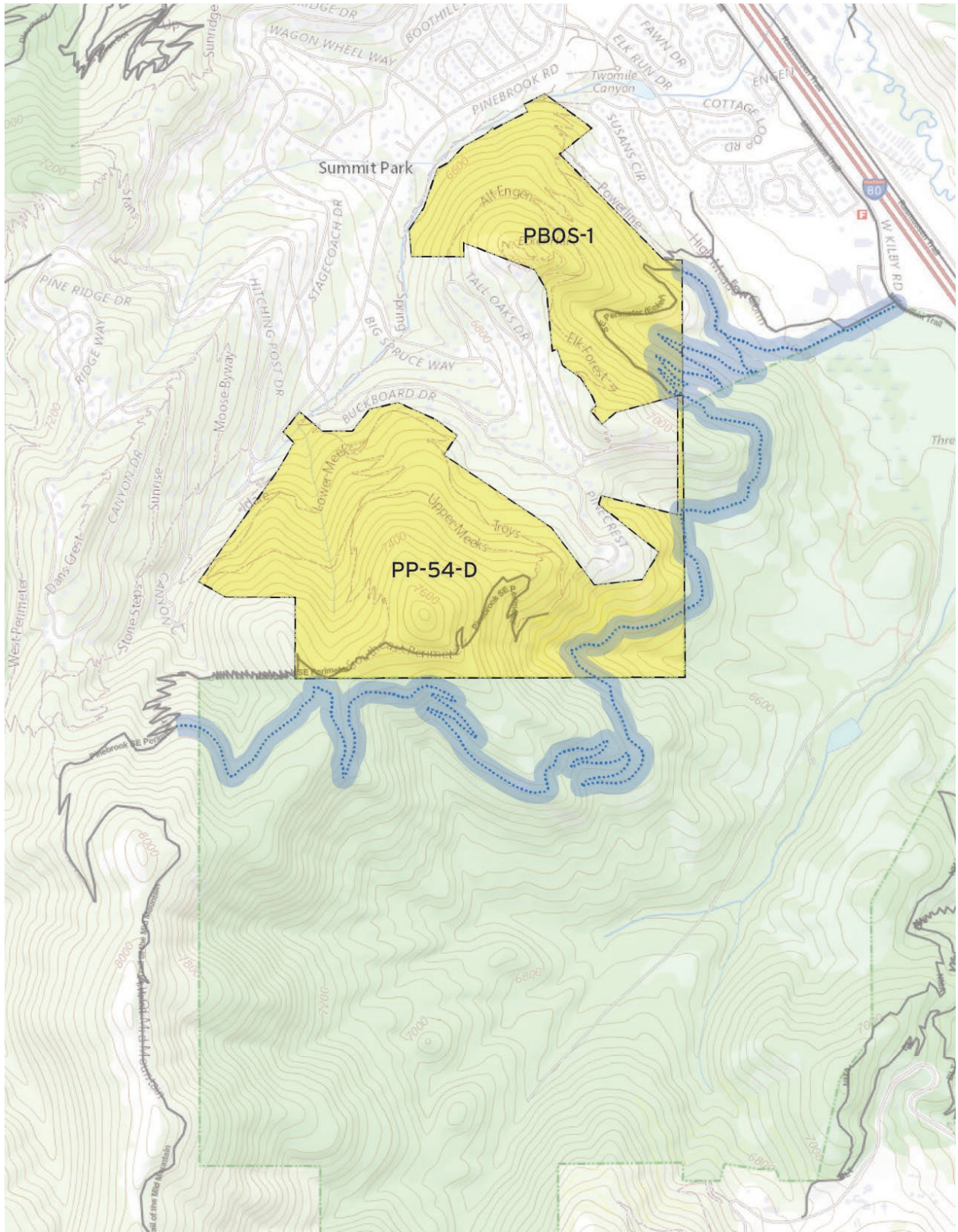
#### Summit County Tax Identification Parcel No. PP-54-D

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING IN SEC 14, T1SR3E, SLBM  
BEG AT A PT WH IS S 1001.44 FT ALG THESEC LINE & W 5277.96 FT FR THE E 1/4 OF SEC 11, T1SR3E,  
SLBM SD PT ALSO BEING THE NE COR OF LOT 100 OF PINEBROOK SUBD NO 2 PHASE 1 ACCORDING  
TO OFFICIAL PLAT THEREOF & RUN TH S 22°14'38" W 302.29 FT ALG SD SUBD TO THE NW COR OF  
LOT 112 OF PINEBROOK SUBD 3, TH ALG SD SUBD THE FOLLOWING (11) COURSES S 86°00'00"  
W, 713.27 FT S 16°20'01" W, 246.84 FT, S 08°30'00" E 403.16 FT, S 55°50'13" 172.50 FT S 20°17'06" W  
274.40 FT TO BEG OF A CUR CONCAVE E'LY, HAVING A RAD OF 151.38 FT & A CENTRAL OF 84°03'31"  
S'LY ALG ARC OF SD CUR TO THE LEFT, 222.09 FT SD ARC SUBTENDED BY A CHORD WH BEARS S

21°44'39" E 202.70 FT; TO A PT OF INT/SEC WITH A NON-TANGENT CUR CONCAVE W'LY HAVING A RAD OF 257.00 FT & A CENTRAL ANGLE OF 55°29'41", S'LY ALG THE ARC OF SD CUR TO THE RIGHT, FR WH THE LOCAL TANGENT AT THE BEG PT BEARS S 14°59'41" E 248.92 FT, SD ARC TANGENT AT THE BEG PT SUBTENDED BY A CHORD WH BEARS S 12°45' 10" W, 239.30 FT TO THE CURVE'S END, S 40°30'00" W 223.54 FT; TO THE BEG OF A CUR CONCAVE E'LY, HAVING A RAD OF 166.00 FT & A CENTRAL ANGLE OF 125°00'00" SW'LY ALG ARC OF SD CUR TO LEFT, 362.16 FT, SD ARC SUBTENDED BY A CHORD WH BEARS S 22°00'00" E 294.94 FT TO CURVE'S END; S 84°30'00" E 179.58 FT TO THE BEG OF A CUR, CONCAVE SW'LY, HAVING A RAD OF 175.00 FT & A CENTRAL ANGLE OF 95°30'00" & E'LY ALG THE ARC OF SD CUR TO THE R, 291.69 FT, SD ARC SUBTENDED BY A CHORD WH BEARS S 36°45'00" E, 259.08 FT TO THPT OF INT/SEC WITH A NON-TANGENT LINE TO TH NE COR OF LOT 367 OF (AMENDED) PINEBROOK SUB 3A; TH ALG SD SUBD TH FOLLOWING (7) COURSES, S 76°24'12" W 152.86 FT, S 47°10'19" W 274.19 FT, S 26°04'37" E, 219.00 FT, S 60°29'15" E, 244.75 FT, S 84°01'01" E, 260.00 FT, N 80°57'56" E, 204.56 FT & N 41°56'59" E, 377.40 FT TOTH SW'LY LINE OF PINEBROOK SUBD 4; TH ALG SD SUBD THE FOLLOWING (6) COURSES S 48°30'00" E 67.95 FT, S 13°45'00" E 217.38 FT; S 04°15'00" W, 1156.23 FT, S 79°00'00" E 214.50 FT, TO A PT OF INT/SEC WITH A NON-TANGENT CUR, CONCAVE E'LY HAVING A RAD OF 313.00 FT & A CENTRAL ANGLE OF 20°38'46" S'LY ALG THE ARC OF SD CUR TO THE LEFT, FR WH THE LOCAL TANGENT AT BEG PT BEARS S 06°38'46" W, 112.79 FT, SD ARC SUBTENDED BY A CHORD WH BEARS S 03°40'37" E, 112.18 FT TO APT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE N'LY, HAVING A RAD OF 128.00 FT & A CENTRAL ANGLE OF 120°30'12", S'LY ALG ARC OF SD CUR TO THE LEFT, 269.21 FT, SD ARC SUBTENDED BY A CHORD WH BEARS S 74°15'06" E, 222.26 FT TO THE PT OF INT/SEC WITH A NON-TANGENT LINE TO THE NW COR OF LOT 371 OF PINEBROOK SUBD 3B, TH ALG SD SUBD THE FOLLOWING (3) COURSES S 44°30'00" E, 189.43 FT N 31°30'00" E 399.92 FT & N 32°28'00" W 183.18 FT TO NE'LY LINE OF SD PINEBROOK SUB NO 4; TH N 39°15'00" E 205.42 FT TO SW COR OF LOT 249 OF PINEBROOK SUBD 6A; TH S 49°30'00" E 122.69 FT ALG THE SW'LY LINE OF SD SUBD; TH S 49°30'00" E, 208.84 FT; TH E 346.33 FT; TH N 7°00'00" E, 305.00 FT; TH N 77°00'00" E 326.00 FT; TH S 65°00'00" E 461.00 FT; TH S 53°00'00" E 297.00 FT TO THE NW'LY LINE OF ECKERHILL OF PINEBROOK PLAT B; TH ALG BNDRY LN OF SD SUBD THE FOLLOWING (2) COURSES S 34°00'00" W 254.45 FT & S 56°00'00" E 1440.91 FT; TH S 37°07'57" E 792.95 FT; TH N 83°30'33" E 534.03 FT; TH N 31°51' 30" E 355.73 FT; TH N 51°39'05" W 853.34 FT TO SE COR OF LOT E-78 OF SD ECKER HL OF PINEBROOK PLAT B; TH ALG SD SUBD TH FOLLOWING (3) COURSES N 14°02'51" E 100.00 FT S 75°57'08" E, 882.69 FT & N 00°15'29" W, 1320.00 FT; TH E 50.70 FT TO THE E SEC LINE OF SEC 14, T1SR3, SLBM; TH ALG SD SEC LINE S 00°16'43" E 3123.47 FT TO THE SE COR OF SEC 14, T1SR3E, SLBM; TH ALG SD S LINE OF SEC 14 TH FOLLOWING (2) COURSES S 89°46'36" W 2703.13 FT TO THE S 1/4 COR & S 89°53' 53" W, 2713.39 FT TO THE SW COR OF SD SEC 14; TH S 89°52'56" W 2114.97 FT ALG S LINE OF SEC 15, T1SR3E, SLBM; TH N 00°25'05" W 5392.97 FT TO THE N LINE OF SD SEC 15; TH S 89°56'44" E, 754.15 FT ALG SEC LINE TO THE SIXTEENTH COR OF SD SEC 15; TH N 00°01'19" E 1342.90 FT; TH E, 1513.53 TO PT OF BEG CONT 293.20 ACRES IN SEC 14; (LESS 52.45 AC PINERIDGES SUBDIVISION) BAL 240.75 ACRES

**EXHIBIT B**

**(Site Map with delineation of Easement Corridor Alignment)**



## **Memorandum of Understanding Mid Mountain Connector Trail**

### **Parties**

Snyderville Basin Special Recreation District (“SBSRD”): SBSRD is a political subdivision of Summit County formed for the purpose of developing, managing and maintaining parks, trails, properties, sports facilities and recreational programs in the Snyderville Basin.

Hi Ute Ranch, L.C., a Utah limited liability company (“Hi-Ute”): Hi-Ute is owned by the Buehner Family and is the current owner of approximately 1100 acres of land in the Snyderville Basin (the “Hi-Ute Property”).

The Utah Open Lands Conservation Association, Inc., a Utah non-profit corporation (“Utah Open Lands”): Utah Open Lands operates as a statewide land conservation trust and is the owner of two conservation easements that exist on the Hi-Ute Property. Utah Open Lands also owns approximately 345 acres of property adjacent to the Hi Ute Ranch and previously part of the contiguous property owned by the Buehner Family.

Parties: Parties consist of SBSRD, Hi-Ute and Utah Open Lands.

### **Purpose**

Hi-Ute and Utah Open Lands desire to allow SBSRD to locate a connection for the Mid-Mountain Trail through a portion of the Hi Ute Property (the “Trail”). This Memorandum of Understanding provides the framework for the Parties to move forward in constructing the Trail to the extent it is on the Hi Ute Property. It is the Parties’ understanding that the Trail will replace any current or agreed to rights to construct a Mid Mountain Connector trail.

### **Basic Terms**

Trail Alignment: SBSRD’s proposed preliminary alignment for the Trail was shared with Hi-Ute and Utah Open Lands in 2023 and 2024.

In order to begin construction on July 1, 2025 Each party included in this agreement will submit suggested modifications to SBSRD as written comments by June 13, 2025. SBSRD will incorporate reasonable accommodations to these comments in the trail design and provide justifications for each before construction begins. All parties agree to work in good faith to relocate any portion of the trail that may need to be moved outside of the mapped alignment. This is especially the case at the time of original construction of the trail.

Trail Design: The Trail is intended to be a multi-use trail consistent with backcountry trail design. It is to be a soft surface trail, with a width no greater than 48 inches.

Trail Materials: No impervious surfaces may be used on the Trail.

Trail Use: The Trail will be restricted to human powered recreation including but not limited to mountain biking and hiking.

Conservation Values: Consideration for the protection of wildlife calving and fawning will be given as to location of the Trail, use of the Trail and periodic closures of the Trail for wildlife.



Trail Public Use: The Trail, once constructed, is contemplated for public use. It shall be the responsibility of SBSRD to enforce trail use consistent with the above restrictions as well as SBSRD's own rules including preventing all off-trail encroachment by the public.

Fencing and Signage: SBSRD will only install signs next to the Trail that minimize impacts to the scenic character of the Hi-Ute Property. No fencing of the Trail shall be allowed unless deemed necessary by all Parties to protect the conservation values attendant to the Hi-Ute Property.

### **Agreement**

The above terms are incorporated here. The Parties agree to work cooperatively with respect to the alignment of the Trail and SBSRD agrees to thereafter construct the Trail on such alignment and pursuant to the above understandings. Hi-Ute and Utah Open Lands agree to allow reasonable access to the Hi-Ute Property for this purpose, including a right to use the Hi-Ute Property as is reasonably necessary for the construction of the Trail. The Parties agree to negotiate in good faith a recordable Easement on the Hi-Ute Property for the Trail in a form that is substantially consistent with Exhibit A. This Easement shall also provide representation that Hi-Ute and Utah Open Lands will be protected from liability arising out of the use of the Trail pursuant to Utah Code per Section 57-14-202.

The undersigned Parties:

#### **SBSRD**

Snyderville Basin Special Recreation District

\_\_\_\_\_  
By: \_\_\_\_\_, \_\_\_\_\_

#### **Hi-Ute**

Hi Ute Ranch, L.C., a Utah limited liability company

\_\_\_\_\_  
By: Paul W. Buehner, Manager

#### **Utah Open Lands**

The Utah Open Lands Conservation Association, Inc., a Utah non-profit corporation

\_\_\_\_\_  
By: Wendy Fisher, Executive Director

# EXHIBIT A

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

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Space above for Recorders Stamp

## PUBLIC RECREATION TRAIL EASEMENT AGREEMENT

**Property Owners:**

**Trail Name:**

**Parcels:**

Hi-Ute Ranch, L.C. and  
The Utah Open Lands Conservation  
Association

Mid Mountain Trail

PP-61; PP-52-1-A

THIS PUBLIC RECREATION TRAIL EASEMENT AGREEMENT ("**Easement Agreement**"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **HI-UTE RANCH, L.C.**, a Utah limited liability company, with address at P.O. Box 17286, Salt Lake City, Utah 84117 and **THE UTAH OPEN LANDS CONSERVATION ASSOCIATION, INC.**, a Utah non-profit corporation as owner of a portion of the Property, as defined below, and as the holder of two conservation easements on the Property, with address at P.O. Box 17286, Salt Lake City, Utah 84117 (together, the "**Owners**"), and **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**, a special service district of the State of Utah, with offices at 5715 Trailside Drive, Park City, UT 84098 ("**SBSRD**"). Owners and SBSRD are sometimes collectively referred to in this Easement Agreement as the "**Parties**" or individually as a "**Party**."

## RECITALS

WHEREAS, Owners are the owner of two parcels of real property in SUMMIT COUNTY, Utah, more particularly described on **Exhibit A**, attached hereto and by this reference incorporated herein (collectively the "**Property**");

WHEREAS, Owners desires to grant SBSRD an easement across a portion of the Property for the purpose of establishing one single track, public, recreation, non-motorized and natural surface trail subject to the limitations here contained; and

WHEREAS, SBSRD is a public body, authorized by Summit County Code, Title 2, Chapter 21, to acquire interests in real property for purposes of public recreational services and programs.

## **A G R E E M E N T**

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

### **1. Grant of Easement.**

Owners hereby grants unto SBSRD the following non-exclusive easements:

A. A corridor thirty feet (30') in width ("**Easement Corridor**") lying along an alignment as described in the document attached hereto as **Exhibit B**, and by this reference is incorporated herein, exclusively for the purpose set forth herein below and consisting only of the rights hereinafter enumerated and.

B. A four (4) foot wide trail easement ("**Trail Easement**" or "**Trail**") on, over, under, and across the Property lying within the Easement Corridor upon which the Trail shall be located.

### **2. Duration.**

The Easement Corridor and Trail Easement are granted in perpetuity and shall run with the land so as to be forever binding upon the owners of the Property and is for the benefit of the Parties hereto and their respective heirs, personal representatives, administrators, successors, and assigns.

### **3. Purpose.**

The purpose of the Easement Corridor is to provide SBSRD with room to develop, construct, maintain, and otherwise manage the Trail.

The purpose of the Trail Easement is for the Trail which shall be limited to a multi-use non-motorized trail, consistent with backcountry trail design, for the recreation use by the general public in accordance with SBSRD's Rules and Regulations.

### **4. Rights Conveyed and Obligations.**

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

A. The right to construct and maintain within the Easement Corridor the Trail, a natural soft surface trail not to exceed four feet (4') in width for non-motorized, year-round, recreational use, which

Trail will be documented by an “as built” trail survey, which may be recorded against the Property. No impervious surfaces may be used on the Trail.

B. To the extent either SBSRD or The Utah Open Lands Conservation Association, Inc. request changes, the Parties agree to make minor changes to the location of the Easement Corridor and Trail Easement; provided that any such change does not adversely affect wildlife, springs and creeks or views from occupied portions of the Property. Such adjustments to the Easement Corridor and Trail Easement will be documented on an “as-built” trail survey, which may be recorded against the Property executed by all Parties or their successors in interest.

C. The right to make minor topographical changes to the Property within the Easement Corridor for the necessity and convenience of locating the Trail (including improvements as needed to provide structural support and erosion control, drainage ditches, berms, and the importation of soils to build the Trail up to a level grade). The Trail shall be constructed so as to minimize adverse impact on views from the Property that is occupied (i.e.; no switch backs that are visible from the Property shall be permitted).

D. To establish and maintain appropriate signage to be located within the Easement Corridor marking the Trail and providing directions or other appropriate information in connection with the Trail. Signs shall be placed so as to minimize impacts on the scenic character of the Property.

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

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

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

H. To ensure that no lien or claim of mechanics, laborers or materialmen will be filed against the Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished in the construction or maintenance of the Trail or Easement Corridor.

I. If any damage occurs to an Owner’s Property, or any improvements thereon, arising out of, related to, or as a consequence of any SBSRD work on the Trail or Easement Corridor, such Owner will promptly notify SBSRD in writing of the damage. Unless otherwise agreed by the Parties, SBSRD will

repair the damage (or commence and diligently pursue repairing the damage) within 30 days after receipt of such Owner's notice.

J. To periodically close the Trail for wildlife conservation, such as calving and fawning in a location that is in close proximity to the Trail. From May 15 to June 15, when trail usage and calving season is most likely to **conflict**, UOL and SBSRD will negotiate in good faith to balance the priorities of wildlife conservation and public use. UOL will not request to restrict public access without verifiable cause and SBSRD will make every effort to inform UOL of sensitive wildlife activity within the **Easement Corridor** while closing the **Trail** in a timely manner."

K. To prohibit smoking by users of the Trail at any time when the potential of wildfires is high.

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

Public use of the Trail shall be strictly limited to foot or other non-motorized means except as follows: (a) use by electric personal assistive mobility devices to the minimum extent required by Utah law, (b) use by Owners or SBSRD operated motor vehicles for purposes of construction or maintenance of the Trail, and (c) use for emergency access for wildland fire and structural fire suppression, to facilitate search and rescue operations, or by public law enforcement personnel as deemed necessary for public safety.

Fencing of the Trail or Easement Corridor is prohibited unless deemed necessary by all Parties. This does not include temporary, intermittent barriers such as those that limit roque trail creation, closes portions of the Trail for maintenance, etc.

#### **6. Fees.**

No fees shall be charged by Owners for use of the Trail as herein provided.

#### **7. Liability/Indemnification/Immunity.**

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

Owners shall promptly notify the SBSRD of all incidents and claims known to Owners which may be the basis for a claim of indemnification against the SBSRD and provide SBSRD with a reasonable opportunity to defend, negotiate, settle, or deny such claims, and litigate the defense of such claims. Owners agree

that it will not in any way interfere with the rights of SBSRD to assert all legal defenses and defend against the claims of third parties.

#### **8. Owner's Representations.**

Notwithstanding that the Easement Corridor and Trail Easement granted herein are without warranty, each Owner represents that it is a possessor-in-interest of the Property it owns, and to the best of such Owner's knowledge it has full legal authority to grant this Trail Easement as to the Property such Owner owns to SBSRD free of liability for any lien or encumbrance previously placed thereon by such Owner except that all of the Property is subject to one of two conservation easements previously given to The Utah Open Lands Conservation Association, Inc.; however Utah Open Lands as holder of such easements is consenting to this Easement Corridor and Trail Easement. Nothing herein amends or modifies either of the two conservation easements.

#### **9. Retained Rights.**

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

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

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

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

D. To irrigate anywhere on its Property, except that no above ground pipe or sprinkler will be located within the Easement Corridor.

**10. Enforcement.**

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

**11. Acceptance.**

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

**12. Law.**

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

**13. Relationship Between the Parties.**

The easements and rights reserved above are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership, or any similar relationship between or among Owners and SBSRD.

**14. Amendment.**

This Easement Agreement shall not be modified or amended except by a written instrument executed by SBSRD and the then owner(s) of the affected Property and recorded in the official records of Summit County.

**15. Entire Agreement.**

The Parties agree that this Easement Agreement constitutes the entire understanding and agreement between the SBSRD and each Owner with regard to the subject matter hereof and any rights with respect to the Property, and supersedes any previous agreement, option, representation, or understanding between the SBSRD and each Owner relating thereto.

16. **Severability.**

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

17. **Counterparts.** This Easement Agreement may be executed in counterparts, all of which when taken together shall constitute an entire agreement.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement by its duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Counterpart signatures appear on the following pages





**HI-UTE RANCH, L.C.**

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

Name: Paul W. Buehner

Its: Manager

STATE OF \_\_\_\_\_ )  
 ):ss  
COUNTY OF \_\_\_\_\_ )

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the \_\_\_\_ day of \_\_\_\_\_ 2025 before me personally appeared Paul W. Buehner, the Manager, of Hi-Ute Ranch, LC ("Hi-Ute Ranch"), who is known to me as the person and officer described in and who executed the foregoing instrument on behalf of said Hi-Ute Ranch, and who acknowledge that he/she held the position or title set forth in the instrument and certificate, that he/she signed the instrument of behalf of Hi-Ute Ranch by proper authority, and that the instrument was the act of Hi-Ute Ranch for the purposes therein stated.

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

SEAL:

\_\_\_\_\_  
NOTARY PUBLIC

**THE UTAH OPEN LANDS CONSERVATION ASSOCIATION, INC.**

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

Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
 ):ss  
COUNTY OF \_\_\_\_\_ )

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the \_\_\_\_ day of \_\_\_\_\_ 2025 before me personally appeared \_\_\_\_\_, the \_\_\_\_\_, of The Utah Open Lands Conservation Association, Inc. ("UOLCA"), who is known to me as the person and officer described in and who executed the foregoing instrument on behalf of said UOLCA, and who acknowledge that he/she held the position or title set forth in the instrument and certificate, that he/she signed the instrument of behalf of UOLCA by proper authority, and that the instrument was the act of UOLCA for the purposes therein stated.

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

SEAL:

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

**(Legal Description of Property)**

Summit County Tax Identification Parcel No. PP-61

ALL OF SEC 23 T1S R3E SLBM

Approx. 640 acres

Summit County Tax Identification Parcel No. PP-52-1-A

THE W1/2 & THE W1/2 OF THE E1/2 OF SEC 13 T1SR3E SLBM (EXCEPTING: THOSE PORTIONS LYING WITHIN INTERSTATE 80 AS CONSTRUCTED & PRESENTLY EXISTING & ALSO THOSE PORTIONS LYING N & E OF SD INTERSTATE 80)

(LESS 5.0 AC M128-284,M198-195 PP-53-A)(LESS 0.25 AC M222-31 S-404)

(LESS 72.93 AC EXCEPTION 5 708-428PP-52-2)

(LESS 1.96 AC EXCEPTION 6 708-428PP-52-1)

(LESS 0.18 AC M143-550 PP-51)

Approx. 344.78 acres

**EXHIBIT B**

**(Site Map with delineation of Easement Corridor Alignment)**

