



**AGENDA
COUNTY COUNCIL
Wednesday, December 17, 2025**

NOTICE is hereby given that the Summit County Council will meet, on Wednesday, December 17, 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

3:50 PM Closed Session - Litigation (20 min); Property acquisition (10 min)

4:20 PM - Move to Council chambers (5 min)

4:25 PM - Pledge of Allegiance (5 min)

4:30 PM Convene as the Board of Equalization

1. 4:30 PM - Discussion and possible approval of Board of Equalization recommendations; Chase Black (10 min)
[BOE Adjustments Staff Report 2025.12.17.pdf](#)
2. 4:40 PM - Discussion and approval or denial of Board of Equalization Late Appeal Requests submissions; Chase Black (10 min)
[BOE Late Appeals Staff Report 2025.12.17.pdf](#)
3. 4:50 PM - Discussion and possible approval of Summit Land Conservancy 2025 Application for Exemption of 501(c)3 organization; Chase Black (10 min)
[501c3 Exemption Staff Report 2025.12.17.pdf](#)

Dismiss as the Board of Equalization

5:00 PM Consideration of Approval

1. 5:00 PM - Discussion and possible approval of the 2026 Work Plan and Council-Manager Compact; Shayne Scott and Janna Young (20 min)
[StaffReport_2026WorkPlan_and Compact.pdf](#)
[Summit County 2026 Work Plan.pdf](#)
[Council_ManagerCompact_2026.pdf](#)
2. 5:20 PM - Consideration and possible approval of Contract with Zwick Construction Company for tenant improvements to Summit County's landmark facility in Kimball Junction (a.k.a. former Skullcandy Headquarters); Shayne Scott and Janna Young (20 min)
[StaffReport_SkullcandyTICContract.pdf](#)
[Zwick Construction A102-2017 \(Execution Copy 12.10.2025\).docx](#)

[Zwick Construction A102 - Exhibit A-2017 \(Final 12.10.2025\).docx](#)

[Exhibit B Zwick RFP Response.pdf](#)

[Exhibit C Indexes.pdf](#)

[Zwick Construction A201 General Conditions \(Final 12.11.2025\).docx](#)

3. 5:40 PM - Discussion and possible approval of new precinct maps; Eve Furse (5 min)
[Precinct Changes Staff Report for 12 17 25.docx](#)
4. 5:45 PM - Discussion and possible approval of approval of Ordinance No. 1002, an Ordinance Adopting Campaign Financial Disclosures for Summit County; Eve Furse (5 min)
[Financial Disclosure Ordinance Staff Report for 12 17 25.docx](#)
[Campaign Finance Disclosures Ordinance 12-17-25.pdf](#)
5. 5:50 PM - Council and Manager comments (10 min)

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 by 12:00 p.m. on Wednesday, December 17, 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.

6:05 PM Convene as the Governing Board of the Snyderville Basin Recreation District

1. Continued discussion and possible adoption of Resolution SBSRD 2025-34, a Budget Resolution of the Snyderville Basin Recreation District 2026 Budgets; Brad Rogers and Ben Castro
[2025-12-03 SBSRD 2026 Budget Presentation to Council.pdf](#)
[2026 Budget Resolution \(SBSRD 2025\).pdf](#)

Dismiss as the Governing Board of the Snyderville Basin Recreation District

6:06 PM Public Hearings (4)

1. Public hearing regarding the Series 2026 bonds. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2026 Bonds and (b) any potential economic impact that the Series 2026 Project to be financed with the proceeds of the Series 2026 Bonds may have on the private sector. The Series 2026 Bonds will be issued for the purpose of (a) financing public infrastructure improvements, including transportation infrastructure, transit projects and related improvements, (b) funding any debt service reserve funds, as necessary, and (c) paying costs of issuance of the Series 2026 Bonds; Matt Leavitt
[2026 Sales Tax Bond Public Hearing.pdf](#)
2. Public hearing and possible adoption of Ordinance No. 1003, an Ordinance Amending the Snyderville Basin General Plan Creating Chapter 8 Sustainable Development, Water Use and Agriculture; Ray Milliner, County Planner
[Council Staff Report December 17, 2025 Basin.pdf](#)
3. Public hearing and possible adoption of Ordinance No. 1004, an Ordinance Amending the Eastern Summit County General Plan Creating Chapter 8 Sustainable Development, Water Use, and Agriculture; Ray Milliner, County Planner
[Council Staff report December 17, 2025 East Side.pdf](#)
4. Public hearing and possible adoption of Resolution No. 2025-39, a Resolution of the County Council of Summit County, Utah Providing for the Creation of Resort Core Public Infrastructure District No. 1 as an Independent District; Authorizing and Approving a

Governing Document; Appointing a Board of Trustees; Authorizing Other Document in Connection Therewith; and Related Matters. This public hearing is to allow for public input on (i) whether the requested service is needed in the area of the Proposed District, (ii) whether the service should be provided by the County or the Proposed District, and (iii) all other matters relating to the Proposed District. Resort Core Public Infrastructure District No. 1 is proposed to be created for the purpose of financing the construction of public infrastructure relating to Resort Core development, as permitted under the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953; Randy Larsen, Cody Deeter, and David Smith

[Resort Core PID No. 1 - Summit County Council Staff Report.docx](#)

[Updated PID Presentation 4845-4952-7736 v.5_compressed.pdf](#)

[Resort Core Petition 11.21.25.pdf](#)

[Creation Resolution - Resort Core PID No. 1 12-10-25 Final.pdf](#)

Adjourn



STAFF REPORT

TO: Summit County Council

FROM: Summit County Auditor Office

DATE: December 17, 2025

RE: Board of Equalization (BOE) Stipulations, Hearing Officer Decisions, & Exemption Recommendations

Actions Requested by Board of Equalization (BOE)

See attached spreadsheet for parcels that have:

- 1) a hearing officer decision ready for ratification
- 2) reached a stipulation and ready for final approval OR
- 3) been recommended for primary exemption approval or denial.

A property with a “Significant Adjustment” is a valuation that differs from the original assessed value by at least 20% and \$1,000,000. (UT Code 59-2-1004) These properties are highlighted on the spreadsheet in the MV Difference column. The properties with a significant adjustments included herein are:

1. 0271209 MCER-105-205
2. 0271217 MCER-106-206
3. 0484656 NSLC-413-AM
4. 0409551 PRESRV-1-6
5. 0418073 PSKY-29

Action Requested – for the parcels detailed in this packet and as the Board of Equalization (BOE):

- 1) Ratify the hearing officer decisions
- 2) Approve and sign the stipulations AND
- 3) Accept the primary exemption recommendations for approval or denial.

“Stip or Hearing Info” Column Key

- **Date** indicates an appeal where a Zoom or in-person hearing has happened and the hearing officer has provided a decision
- **Waived** indicates a hearing where the appellant waived their right to appearance, the hearing officer has reviewed the appeal file and has provided a decision
- **Stipulation** indicates where the assessor and appellant have signed a stipulation agreement

Thank you for your time.

2025 BOE Adjustments 12/17/2025

| # | Account # | Parcel ID | Old Market Value | New Market Value | MV Difference | Stip or Hearing Info | Result |
|----|-----------|------------------|------------------|------------------|---------------|---|---|
| 1 | 0528219 | FFG-8 | \$ 430,000 | \$ 430,000 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 2 | 0528226 | FFG-9 | \$ 430,000 | \$ 430,000 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 3 | 0528233 | FFG-10 | \$ 420,000 | \$ 420,000 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 4 | 0528257 | FFG-12 | \$ 435,000 | \$ 435,000 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 5 | 0528435 | FFG-30 | \$ 405,000 | \$ 405,000 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 6 | 0528529 | FFG-39 | \$ 449,855 | \$ 449,855 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 7 | 0528536 | FFG-40 | \$ 461,075 | \$ 461,075 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 8 | 0528543 | FFG-41 | \$ 405,000 | \$ 405,000 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 9 | 0528581 | FFG-45 | \$ 455,000 | \$ 455,000 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 10 | 0528598 | FFG-46 | \$ 405,000 | \$ 405,000 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 11 | 0528613 | FFG-48 | \$ 408,510 | \$ 408,510 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 12 | 0528620 | FFG-49 | \$ 455,940 | \$ 455,940 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 13 | 0528682 | FFG-55 | \$ 457,295 | \$ 457,295 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 14 | 0528699 | FFG-56 | \$ 405,000 | \$ 405,000 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 15 | 0528714 | FFG-58 | \$ 405,000 | \$ 405,000 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 16 | 0528769 | FFG-63 | \$ 480,000 | \$ 480,000 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 17 | 0528776 | FFG-64 | \$ 480,000 | \$ 480,000 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 18 | 0528808 | FFG-67 | \$ 405,000 | \$ 405,000 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 19 | 0528846 | FFG-71 | \$ 459,320 | \$ 459,320 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 20 | 0528860 | FFG-73 | \$ 455,000 | \$ 455,000 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 21 | 0528877 | FFG-74 | \$ 405,000 | \$ 405,000 | \$ - | 11/6/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 22 | 0073746 | RR-A-14 | \$ 339,073 | \$ 339,073 | \$ - | 11/13/2025 Standard Hearing Decision – Hearing Officer adjustment | granted |
| 23 | 0129100 | SL-E-259 | \$ 895,200 | \$ 895,200 | \$ - | 11/19/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 24 | 0372304 | GWLD-46 | \$ 1,734,082 | \$ 1,500,000 | \$ (234,082) | 11/19/2025 Standard Hearing Decision – Assessor adjustment | sustained |
| 25 | 0044358 | PR-31 | \$ 983,058 | \$ 983,058 | \$ - | 11/25/2025 Standard Hearing Decision – Notice of Valuation | Value sustained |
| 26 | 0464090 | 369-DA-1 | \$ 2,346,979 | \$ 1,995,000 | \$ (351,979) | Waived | Waiver of Appearance Hearing Decision – Assessor adjustment sustained |
| 27 | 0375216 | BDL-111-AM | \$ 3,830,280 | \$ 3,830,280 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 28 | 0375273 | BDL-141-AM | \$ 3,844,440 | \$ 3,844,440 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 29 | 0375356 | BDL-242-AM | \$ 6,936,630 | \$ 6,936,630 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 30 | 0335533 | CAN-B-1AM | \$ 1,320,000 | \$ 1,320,000 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 31 | 0469963 | DMMLC-3160-AM-RE | \$ 1,425,520 | \$ 1,425,520 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 32 | 0470693 | DMMLC-6125-AM-RE | \$ 964,700 | \$ 964,700 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 33 | 0369193 | EP-III-43-AM | \$ 8,597,096 | \$ 8,597,096 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 34 | 0369276 | EP-III-51 | \$ 5,112,628 | \$ 5,112,628 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 35 | 0419964 | ESCLAL-232-AM | \$ 2,664,000 | \$ 2,620,000 | \$ (44,000) | Waived | Waiver of Appearance Hearing Decision – Assessor adjustment sustained |
| 36 | 0474354 | HRECRC-863 | \$ 5,139,000 | \$ 5,139,000 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 37 | 0273437 | HTC-4 | \$ 935,852 | \$ 935,000 | \$ (852) | Waived | Waiver of Appearance Hearing Decision – Assessor adjustment sustained |

| # | Account # | Parcel ID | Old Market Value | New Market Value | MV Difference | Stip or Hearing Info | Result |
|----|-----------|---------------|------------------|------------------|----------------|----------------------|---|
| 38 | 0116099 | KE-A-15-A | \$ 147,310 | \$ 147,310 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 39 | 0289243 | MVK-22 | \$ 2,083,466 | \$ 2,083,466 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 40 | 0277305 | PB-10-233 | \$ 1,772,002 | \$ 1,772,002 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 41 | 0183883 | PB-4-179 | \$ 1,879,716 | \$ 1,879,716 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 42 | 0310841 | PB-PR-28 | \$ 2,114,956 | \$ 2,114,956 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 43 | 0311021 | PB-PR-46 | \$ 1,700,881 | \$ 1,700,881 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 44 | 0043830 | PR-3-115 | \$ 1,842,181 | \$ 1,620,000 | \$ (222,181) | Waived | Waiver of Appearance Hearing Decision – Assessor adjustment sustained |
| 45 | 0129357 | SL-E-286 | \$ 1,991,202 | \$ 1,625,000 | \$ (366,202) | Waived | Waiver of Appearance Hearing Decision – Assessor adjustment sustained |
| 46 | 0195267 | SLS-157 | \$ 1,824,350 | \$ 1,824,350 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 47 | 0214803 | SOL-2-A-76 | \$ 4,638,124 | \$ 4,638,124 | \$ - | Waived | Waiver of Appearance Hearing Decision – Notice of Valuation Value sustained |
| 48 | 0195911 | SOL-48 | \$ 5,905,046 | \$ 5,415,000 | \$ (490,046) | Waived | Waiver of Appearance Hearing Decision – Assessor adjustment sustained |
| 49 | 0278998 | SOS-A-13 | \$ 1,627,824 | \$ 1,575,000 | \$ (52,824) | Waived | Waiver of Appearance Hearing Decision – Assessor adjustment sustained |
| 50 | 0373997 | SSS-3-407 | \$ 1,155,255 | \$ 1,035,000 | \$ (120,255) | Waived | Waiver of Appearance Hearing Decision – Assessor adjustment sustained |
| 51 | 0394373 | WCAN-I-21-AM | \$ 7,162,689 | \$ 7,070,000 | \$ (92,689) | Waived | Waiver of Appearance Hearing Decision – Assessor adjustment sustained |
| 52 | 0394456 | WCAN-I-29-AM | \$ 8,242,115 | \$ 7,875,000 | \$ (367,115) | Waived | Waiver of Appearance Hearing Decision – Assessor adjustment sustained |
| 53 | 0174767 | WD-3-13 | \$ 1,285,200 | \$ 1,220,000 | \$ (65,200) | Waived | Waiver of Appearance Hearing Decision – Assessor adjustment sustained |
| 54 | 0534540 | 402&410-ONT-B | \$ 2,331,896 | \$ 1,803,750 | \$ (528,146) | Stipulation | |
| 55 | 0389100 | 581-PA-1 | \$ 3,364,643 | \$ 2,800,000 | \$ (564,643) | Stipulation | |
| 56 | 0225353 | GE-1 | \$ 2,770,419 | \$ 2,108,770 | \$ (661,649) | Stipulation | |
| 57 | 0308183 | HMP-32 | \$ 1,894,360 | \$ 1,705,000 | \$ (189,360) | Stipulation | |
| 58 | 0308332 | HMP-47 | \$ 2,332,768 | \$ 1,850,000 | \$ (482,768) | Stipulation | |
| 59 | 0516290 | HULBERT-1 | \$ 2,221,505 | \$ 1,729,000 | \$ (492,505) | Stipulation | |
| 60 | 0409163 | KINCAID-1 | \$ 3,841,178 | \$ 3,610,000 | \$ (231,178) | Stipulation | |
| 61 | 0271209 | MCER-105-205 | \$ 4,021,200 | \$ 2,600,000 | \$ (1,421,200) | Stipulation | |
| 62 | 0271217 | MCER-106-206 | \$ 3,907,800 | \$ 2,650,000 | \$ (1,257,800) | Stipulation | |
| 63 | 0191985 | MW-1-35-36 | \$ 1,522,260 | \$ 1,275,000 | \$ (247,260) | Stipulation | |
| 64 | 0192033 | MW-1-40 | \$ 1,838,870 | \$ 1,300,000 | \$ (538,870) | Stipulation | |
| 65 | 0434435 | NGC-43 | \$ 6,206,574 | \$ 5,110,000 | \$ (1,096,574) | Stipulation | |
| 66 | 0484656 | NSLC-413-AM | \$ 12,999,000 | \$ 9,260,000 | \$ (3,739,000) | Stipulation | |
| 67 | 0183925 | PB-4-183 | \$ 3,176,027 | \$ 2,730,000 | \$ (446,027) | Stipulation | |
| 68 | 0043178 | PR-2-144 | \$ 1,689,687 | \$ 1,400,000 | \$ (289,687) | Stipulation | |
| 69 | 0409551 | PRESRV-1-6 | \$ 16,206,265 | \$ 9,225,000 | \$ (6,981,265) | Stipulation | |
| 70 | 0418073 | PSKY-29 | \$ 8,856,985 | \$ 6,530,000 | \$ (2,326,985) | Stipulation | |
| 71 | 0055784 | PT-24-C | \$ 1,465,370 | \$ 1,318,670 | \$ (146,700) | Stipulation | |
| 72 | 0534610 | RVRH-103 | \$ 400,000 | \$ 240,000 | \$ (160,000) | Stipulation | |
| 73 | 0227946 | SEK-1-S-132 | \$ 6,583,200 | \$ 6,281,470 | \$ (301,730) | Stipulation | |
| 74 | 0227953 | SEK-1-S-133 | \$ 4,884,000 | \$ 4,436,300 | \$ (447,700) | Stipulation | |
| 75 | 0227961 | SEK-1-S-136 | \$ 3,895,200 | \$ 3,359,610 | \$ (535,590) | Stipulation | |
| 76 | 0227979 | SEK-1-S-137 | \$ 3,895,200 | \$ 3,359,610 | \$ (535,590) | Stipulation | |

| # | Account # | Parcel ID | Old Market Value | New Market Value | MV Difference | Stip or Hearing Info | Result |
|-----|-----------|-------------|------------------|------------------|---------------|----------------------|--------|
| 77 | 0227987 | SEK-1-S-138 | \$ 7,545,600 | \$ 7,199,760 | \$ (345,840) | Stipulation | |
| 78 | 0227995 | SEK-1-S-139 | \$ 4,898,400 | \$ 4,449,380 | \$ (449,020) | Stipulation | |
| 79 | 0228001 | SEK-1-S-140 | \$ 4,884,000 | \$ 4,436,300 | \$ (447,700) | Stipulation | |
| 80 | 0228035 | SEK-1-S-171 | \$ 3,880,800 | \$ 3,347,190 | \$ (533,610) | Stipulation | |
| 81 | 0228043 | SEK-1-S-172 | \$ 3,880,800 | \$ 3,347,190 | \$ (533,610) | Stipulation | |
| 82 | 0228050 | SEK-1-S-231 | \$ 7,761,600 | \$ 7,405,860 | \$ (355,740) | Stipulation | |
| 83 | 0228068 | SEK-1-S-232 | \$ 6,583,200 | \$ 6,281,470 | \$ (301,730) | Stipulation | |
| 84 | 0228076 | SEK-1-S-233 | \$ 4,884,000 | \$ 4,436,300 | \$ (447,700) | Stipulation | |
| 85 | 0228084 | SEK-1-S-234 | \$ 7,761,600 | \$ 7,405,860 | \$ (355,740) | Stipulation | |
| 86 | 0228092 | SEK-1-S-235 | \$ 7,790,400 | \$ 7,433,340 | \$ (357,060) | Stipulation | |
| 87 | 0228100 | SEK-1-S-238 | \$ 7,545,600 | \$ 7,199,760 | \$ (345,840) | Stipulation | |
| 88 | 0228118 | SEK-1-S-239 | \$ 4,898,400 | \$ 4,449,380 | \$ (449,020) | Stipulation | |
| 89 | 0228126 | SEK-1-S-240 | \$ 4,884,000 | \$ 4,436,300 | \$ (447,700) | Stipulation | |
| 90 | 0228159 | SEK-1-S-271 | \$ 3,880,800 | \$ 3,347,190 | \$ (533,610) | Stipulation | |
| 91 | 0228167 | SEK-1-S-272 | \$ 3,880,800 | \$ 3,347,190 | \$ (533,610) | Stipulation | |
| 92 | 0228175 | SEK-1-S-336 | \$ 7,790,400 | \$ 7,433,340 | \$ (357,060) | Stipulation | |
| 93 | 0228183 | SEK-1-S-337 | \$ 7,790,400 | \$ 7,433,340 | \$ (357,060) | Stipulation | |
| 94 | 0228191 | SEK-1-S-338 | \$ 8,191,200 | \$ 7,815,770 | \$ (375,430) | Stipulation | |
| 95 | 0228209 | SEK-1-S-339 | \$ 4,898,400 | \$ 4,449,380 | \$ (449,020) | Stipulation | |
| 96 | 0358923 | SEK-3-S-1 | \$ 9,465,600 | \$ 9,031,760 | \$ (433,840) | Stipulation | |
| 97 | 0359012 | SEK-3-S-10 | \$ 7,600,800 | \$ 6,904,060 | \$ (696,740) | Stipulation | |
| 98 | 0359020 | SEK-3-S-11 | \$ 7,600,800 | \$ 6,904,060 | \$ (696,740) | Stipulation | |
| 99 | 0358931 | SEK-3-S-2 | \$ 9,465,600 | \$ 9,031,760 | \$ (433,840) | Stipulation | |
| 100 | 0358956 | SEK-3-S-4 | \$ 9,768,000 | \$ 9,320,300 | \$ (447,700) | Stipulation | |
| 101 | 0358964 | SEK-3-S-5 | \$ 9,739,200 | \$ 9,292,820 | \$ (446,380) | Stipulation | |
| 102 | 0358972 | SEK-3-S-6 | \$ 9,739,200 | \$ 9,292,820 | \$ (446,380) | Stipulation | |
| 103 | 0358980 | SEK-3-S-7 | \$ 9,060,000 | \$ 8,229,500 | \$ (830,500) | Stipulation | |
| 104 | 0358998 | SEK-3-S-8 | \$ 7,766,400 | \$ 7,410,440 | \$ (355,960) | Stipulation | |
| 105 | 0213649 | SEK-4B-1 | \$ 5,592,000 | \$ 5,079,400 | \$ (512,600) | Stipulation | |
| 106 | 0213714 | SEK-4B-101 | \$ 4,939,200 | \$ 4,486,440 | \$ (452,760) | Stipulation | |
| 107 | 0213722 | SEK-4B-102 | \$ 3,981,600 | \$ 3,434,130 | \$ (547,470) | Stipulation | |
| 108 | 0213730 | SEK-4B-103 | \$ 3,981,600 | \$ 3,434,130 | \$ (547,470) | Stipulation | |
| 109 | 0213748 | SEK-4B-104 | \$ 3,981,600 | \$ 3,434,130 | \$ (547,470) | Stipulation | |
| 110 | 0213755 | SEK-4B-105 | \$ 3,981,600 | \$ 3,434,130 | \$ (547,470) | Stipulation | |
| 111 | 0213763 | SEK-4B-106 | \$ 4,939,200 | \$ 4,486,440 | \$ (452,760) | Stipulation | |
| 112 | 0213771 | SEK-4B-107 | \$ 4,939,200 | \$ 4,486,440 | \$ (452,760) | Stipulation | |
| 113 | 0213789 | SEK-4B-108 | \$ 3,981,600 | \$ 3,434,130 | \$ (547,470) | Stipulation | |
| 114 | 0213797 | SEK-4B-109 | \$ 3,981,600 | \$ 3,434,130 | \$ (547,470) | Stipulation | |
| 115 | 0213805 | SEK-4B-110 | \$ 3,981,600 | \$ 3,434,130 | \$ (547,470) | Stipulation | |

| # | Account # | Parcel ID | Old Market Value | New Market Value | MV Difference | Stip or Hearing Info | Result |
|-----|-----------|--------------|------------------|------------------|----------------|----------------------|---------------------------|
| 116 | 0213813 | SEK-4B-111 | \$ 3,981,600 | \$ 3,434,130 | \$ (547,470) | Stipulation | |
| 117 | 0213821 | SEK-4B-112 | \$ 4,939,200 | \$ 4,486,440 | \$ (452,760) | Stipulation | |
| 118 | 0213656 | SEK-4B-2 | \$ 5,546,400 | \$ 5,037,980 | \$ (508,420) | Stipulation | |
| 119 | 0213839 | SEK-4B-201 | \$ 4,939,200 | \$ 4,486,440 | \$ (452,760) | Stipulation | |
| 120 | 0213847 | SEK-4B-202 | \$ 3,981,600 | \$ 3,434,130 | \$ (547,470) | Stipulation | |
| 121 | 0213854 | SEK-4B-203 | \$ 3,981,600 | \$ 3,434,130 | \$ (547,470) | Stipulation | |
| 122 | 0213862 | SEK-4B-204 | \$ 3,981,600 | \$ 3,434,130 | \$ (547,470) | Stipulation | |
| 123 | 0213870 | SEK-4B-205 | \$ 3,981,600 | \$ 3,434,130 | \$ (547,470) | Stipulation | |
| 124 | 0213888 | SEK-4B-206 | \$ 4,939,200 | \$ 4,486,440 | \$ (452,760) | Stipulation | |
| 125 | 0213896 | SEK-4B-207 | \$ 4,939,200 | \$ 4,486,440 | \$ (452,760) | Stipulation | |
| 126 | 0213904 | SEK-4B-208 | \$ 3,981,600 | \$ 3,434,130 | \$ (547,470) | Stipulation | |
| 127 | 0213912 | SEK-4B-209 | \$ 3,981,600 | \$ 3,434,130 | \$ (547,470) | Stipulation | |
| 128 | 0213920 | SEK-4B-210 | \$ 3,981,600 | \$ 3,434,130 | \$ (547,470) | Stipulation | |
| 129 | 0213938 | SEK-4B-211 | \$ 3,981,600 | \$ 3,434,130 | \$ (547,470) | Stipulation | |
| 130 | 0213946 | SEK-4B-212 | \$ 4,939,200 | \$ 4,486,440 | \$ (452,760) | Stipulation | |
| 131 | 0213664 | SEK-4B-3 | \$ 3,460,800 | \$ 2,984,940 | \$ (475,860) | Stipulation | |
| 132 | 0213672 | SEK-4B-4 | \$ 3,897,600 | \$ 3,361,680 | \$ (535,920) | Stipulation | |
| 133 | 0213680 | SEK-4B-5 | \$ 7,224,000 | \$ 6,892,900 | \$ (331,100) | Stipulation | |
| 134 | 0213698 | SEK-4B-6 | \$ 4,308,000 | \$ 3,715,650 | \$ (592,350) | Stipulation | |
| 135 | 0213706 | SEK-4B-7 | \$ 5,592,000 | \$ 5,079,400 | \$ (512,600) | Stipulation | |
| 136 | 0236624 | WDV-1-B | \$ 6,435,774 | \$ 5,200,000 | \$ (1,235,774) | Stipulation | |
| 137 | 0295695 | CDW-11 | \$ 3,431,671 | \$ 3,431,671 | \$ - | | Non-primary No Exemption |
| 138 | 0033260 | PAC-131-AM | \$ 1,041,880 | \$ 1,041,880 | \$ - | | Non-primary No Exemption |
| 139 | 0112924 | AP-16 | \$ 524,308 | \$ 524,308 | \$ - | | Primary Exemption Granted |
| 140 | 0492356 | ARPCC-702 | \$ 5,006,500 | \$ 5,006,500 | \$ - | | Primary Exemption Granted |
| 141 | 0422786 | BB-6 | \$ 2,585,188 | \$ 2,585,188 | \$ - | | Primary Exemption Granted |
| 142 | 0346456 | BHVS-20 | \$ 1,601,054 | \$ 1,601,054 | \$ - | | Primary Exemption Granted |
| 143 | 0359863 | BHWKS-2-142 | \$ 1,019,633 | \$ 1,019,633 | \$ - | | Primary Exemption Granted |
| 144 | 0304372 | BN-B-1-111 | \$ 2,907,251 | \$ 2,907,251 | \$ - | | Primary Exemption Granted |
| 145 | 0381198 | CCRK-I-16 | \$ 392,980 | \$ 392,980 | \$ - | | Primary Exemption Granted |
| 146 | 0150338 | CD-2174 | \$ 953,140 | \$ 953,140 | \$ - | | Primary Exemption Granted |
| 147 | 0259642 | CHC-111 | \$ 435,000 | \$ 435,000 | \$ - | | Primary Exemption Granted |
| 148 | 0260780 | CHC-432 | \$ 275,500 | \$ 275,500 | \$ - | | Primary Exemption Granted |
| 149 | 0032205 | CJ-346-L | \$ 662,940 | \$ 662,940 | \$ - | | Primary Exemption Granted |
| 150 | 0498950 | CPCC-302 | \$ 326,742 | \$ 326,742 | \$ - | | Primary Exemption Granted |
| 151 | 0455645 | DWS-5&6-6 | \$ 5,551,024 | \$ 5,551,024 | \$ - | | Primary Exemption Granted |
| 152 | 0277255 | ELK-4-2604 | \$ 839,886 | \$ 839,886 | \$ - | | Primary Exemption Granted |
| 153 | 0316624 | ER-PB-15-901 | \$ 1,165,068 | \$ 1,165,068 | \$ - | | Primary Exemption Granted |
| 154 | 0528961 | FAS-2 | \$ 1,682,721 | \$ 1,682,721 | \$ - | | Primary Exemption Granted |

| # | Account # | Parcel ID | Old Market Value | New Market Value | MV Difference | Stip or Hearing Info | Result |
|-----|-----------|----------------|------------------|------------------|---------------|----------------------|---------------------------|
| 155 | 0529034 | FAS-9 | \$ 1,575,412 | \$ 1,575,412 | \$ - | | Primary Exemption Granted |
| 156 | 0532551 | FC-1-20 | \$ 730,281 | \$ 730,281 | \$ - | | Primary Exemption Granted |
| 157 | 0532405 | FC-1-5 | \$ 766,505 | \$ 766,505 | \$ - | | Primary Exemption Granted |
| 158 | 0479397 | FDS-2-AM | \$ 591,354 | \$ 591,354 | \$ - | | Primary Exemption Granted |
| 159 | 0282883 | FWM-36 | \$ 2,962,200 | \$ 2,962,200 | \$ - | | Primary Exemption Granted |
| 160 | 0481479 | GRSPA-2-AM | \$ 4,542,010 | \$ 4,542,010 | \$ - | | Primary Exemption Granted |
| 161 | 0372437 | GWLD-59 | \$ 4,362,681 | \$ 4,362,681 | \$ - | | Primary Exemption Granted |
| 162 | 0312177 | HM-1-27 | \$ 3,431,414 | \$ 3,431,414 | \$ - | | Primary Exemption Granted |
| 163 | 0038186 | HR-94 | \$ 4,286,422 | \$ 4,286,422 | \$ - | | Primary Exemption Granted |
| 164 | 0008098 | HT-4 | \$ 393,435 | \$ 393,435 | \$ - | | Primary Exemption Granted |
| 165 | 0186258 | JR-113 | \$ 1,269,709 | \$ 1,269,709 | \$ - | | Primary Exemption Granted |
| 166 | 0234330 | JR-3-312 | \$ 1,114,452 | \$ 1,114,452 | \$ - | | Primary Exemption Granted |
| 167 | 0185789 | JR-66 | \$ 1,356,495 | \$ 1,356,495 | \$ - | | Primary Exemption Granted |
| 168 | 0009732 | KT-117 | \$ 707,973 | \$ 707,973 | \$ - | | Primary Exemption Granted |
| 169 | 0071492 | LR-2-138 | \$ 684,457 | \$ 684,457 | \$ - | | Primary Exemption Granted |
| 170 | 0452228 | LWPCRS-3918-AM | \$ 434,920 | \$ 434,920 | \$ - | | Primary Exemption Granted |
| 171 | 0370530 | MRE-61 | \$ 4,147,511 | \$ 4,147,511 | \$ - | | Primary Exemption Granted |
| 172 | 0370589 | MRE-66 | \$ 4,247,822 | \$ 4,247,822 | \$ - | | Primary Exemption Granted |
| 173 | 0228472 | NC-305 | \$ 617,400 | \$ 617,400 | \$ - | | Primary Exemption Granted |
| 174 | 0434435 | NGC-43 | \$ 5,110,000 | \$ 5,110,000 | \$ - | | Primary Exemption Granted |
| 175 | 0091110 | NS-184 | \$ 476,535 | \$ 476,535 | \$ - | | Primary Exemption Granted |
| 176 | 0421598 | PALSDS-61 | \$ 4,654,428 | \$ 4,654,428 | \$ - | | Primary Exemption Granted |
| 177 | 0379689 | PBP-A-J-23 | \$ 639,710 | \$ 639,710 | \$ - | | Primary Exemption Granted |
| 178 | 0019046 | PC-248 | \$ 1,939,284 | \$ 1,939,284 | \$ - | | Primary Exemption Granted |
| 179 | 0142541 | PI-B-19 | \$ 483,570 | \$ 483,570 | \$ - | | Primary Exemption Granted |
| 180 | 0143127 | PI-C-27-AM | \$ 831,266 | \$ 831,266 | \$ - | | Primary Exemption Granted |
| 181 | 0255145 | PI-E-97 | \$ 1,210,021 | \$ 1,210,021 | \$ - | | Primary Exemption Granted |
| 182 | 0122220 | PM-6-A-630 | \$ 884,610 | \$ 884,610 | \$ - | | Primary Exemption Granted |
| 183 | 0123236 | PM-6-A-730 | \$ 865,828 | \$ 865,828 | \$ - | | Primary Exemption Granted |
| 184 | 0042451 | POV-51 | \$ 1,446,528 | \$ 1,446,528 | \$ - | | Primary Exemption Granted |
| 185 | 0054712 | PP-87-10-B | \$ 4,541,009 | \$ 4,541,009 | \$ - | | Primary Exemption Granted |
| 186 | 0500084 | RAOM-1-1 | \$ 725,280 | \$ 725,280 | \$ - | | Primary Exemption Granted |
| 187 | 0405336 | RCCS-15 | \$ 3,292,418 | \$ 3,292,418 | \$ - | | Primary Exemption Granted |
| 188 | 0262471 | RIS-II-2 | \$ 2,580,390 | \$ 2,580,390 | \$ - | | Primary Exemption Granted |
| 189 | 0464805 | RIVBLF-A-11 | \$ 694,528 | \$ 694,528 | \$ - | | Primary Exemption Granted |
| 190 | 0189757 | RP-2-T-8 | \$ 729,000 | \$ 729,000 | \$ - | | Primary Exemption Granted |
| 191 | 0188809 | RP-F-1 | \$ 542,750 | \$ 542,750 | \$ - | | Primary Exemption Granted |
| 192 | 0378632 | RRH-31 | \$ 3,850,905 | \$ 3,850,905 | \$ - | | Primary Exemption Granted |
| 193 | 0026314 | SA-132 | \$ 2,617,950 | \$ 2,617,950 | \$ - | | Primary Exemption Granted |

| # | Account # | Parcel ID | Old Market Value | New Market Value | MV Difference | Stip or Hearing Info | Result |
|--------------|-----------|----------------|------------------|------------------|------------------------|----------------------|---------------------------|
| 194 | 0517109 | SCVC-13-16-11 | \$ 1,111,280 | \$ 1,111,280 | \$ - | | Primary Exemption Granted |
| 195 | 0517882 | SCVC-13-16-135 | \$ 1,080,675 | \$ 1,080,675 | \$ - | | Primary Exemption Granted |
| 196 | 0504947 | SCVC-6-7-19 | \$ 785,745 | \$ 785,745 | \$ - | | Primary Exemption Granted |
| 197 | 0485767 | SHHSR-1-10 | \$ 2,105,252 | \$ 2,105,252 | \$ - | | Primary Exemption Granted |
| 198 | 0137061 | SL-A-62 | \$ 3,433,632 | \$ 3,433,632 | \$ - | | Primary Exemption Granted |
| 199 | 0130298 | SL-H-489 | \$ 1,926,791 | \$ 1,926,791 | \$ - | | Primary Exemption Granted |
| 200 | 0064828 | SU-G-31 | \$ 794,053 | \$ 794,053 | \$ - | | Primary Exemption Granted |
| 201 | 0065817 | SU-I-108 | \$ 1,886,914 | \$ 1,886,914 | \$ - | | Primary Exemption Granted |
| 202 | 0444629 | SUM-25 | \$ 8,898,556 | \$ 8,898,556 | \$ - | | Primary Exemption Granted |
| 203 | 0058952 | TL-1-1 | \$ 803,716 | \$ 803,716 | \$ - | | Primary Exemption Granted |
| 204 | 0477199 | VKCS-1 | \$ 651,273 | \$ 651,273 | \$ - | | Primary Exemption Granted |
| 205 | 0518157 | VPVS-80 | \$ 2,967,396 | \$ 2,967,396 | \$ - | | Primary Exemption Granted |
| 206 | 0212096 | WBD-81 | \$ 925,712 | \$ 925,712 | \$ - | | Primary Exemption Granted |
| 207 | 0192314 | WD-II-4-24 | \$ 1,378,700 | \$ 1,378,700 | \$ - | | Primary Exemption Granted |
| 208 | 0344543 | WWS-2A-A13 | \$ 986,111 | \$ 986,111 | \$ - | | Primary Exemption Granted |
| TOTAL | | | | | \$ (55,880,056) | | |



STAFF REPORT

TO: Summit County Council

FROM: Summit County Auditor Office

DATE: December 17, 2025

RE: Board of Equalization (BOE) Late Appeal Requests Recommendations

Summary

Property owners can appeal the market value of their property every year if they disagree with the assessed value. The law puts the responsibility on the property owner to file the appeal by the statutory deadline. The deadline for filing an appeal is generally September 15th [Utah Code § 59-2-1004(3)]. The Auditor's office mailed out Notice of Valuation and Tax Changes (NOV) on 7/22/2025, meeting statutory deadline to mail them and notification requirements (Utah Code § 59-2-919.1). This gives the postal service 10 days to deliver NOV's to property owners, and a property owner has a 45-day period to review the notice and file an appeal if they choose. The NOV explains the assessed value, the proposed tax amount, the deadline to file an appeal for that year, and provides filing instructions. Deadline dates are set by statute and do not change from year to year, so a property owner should expect to receive the valuation notice by the end of July. If they have not received an NOV, they can contact the County for a copy or obtain a copy online.

If a property owner misses the deadline to appeal, they can submit a late appeal form requesting the local Board of Equalization (BOE) to reconvene. The Utah State Tax Commission (USTC) permits the BOE to reconvene and file a late appeal, an extension of the appeal deadline to March 31st of the following year, under limited circumstances and if certain requirements have been met (Utah Code § 59-2-1004 and Utah Administrative Rule R884-24P-66). Each of the circumstances set out in Rule 66 are listed on the Late Appeal Request form with a check box for property owners to indicate which of the circumstances apply and provide details/documentation. They are listed as follows:

- **Notification** – the county did not comply with the notification requirements of Utah Code § 59-2-919.1
- **Medical Emergency** – the property owner was incapable of filing an appeal as a result of a medical emergency to the property owner or an immediate family member of the

property owner during or within a reasonable time before the appeal period, and no co-owner of the property was capable of filing an appeal

- **Death of owner or immediate family member** – the property owner or an immediate family member of the property owner died during or within a reasonable time before the appeal period, and no co-owner of the property was capable of filing an appeal
- **Extraordinary and unanticipated circumstance** – including documentation to verify; the property owner was unable to file an appeal within the appeal period because of extraordinary and unanticipated circumstances that occurred during or within a reasonable time before the appeal period and no co-owner of the property was capable of filing an appeal
- **Factual Error** – an error that is objectively verifiable without the exercise of discretion, opinion, or judgment; the existence of which is recognized by the taxpayer and the county assessor

If the property owner circumstances did not allow a reasonable opportunity to file an appeal prior to the deadline and/or the account contains a factual error, a late appeal could be accepted, filed, and processed. Late appeal requests for 2025 appeals will not be accepted after March 31, 2026.

Utah Administrative Rule R884-24P-66(13) states: “A county BOE shall make a determination as to whether to accept an application to appeal the valuation or equalization of a property owner's real property that is filed after the last day of the appeal period. A county BOE shall prepare its decision in writing, stating the reasons and statutory basis for the decision.”

If the property owner disagrees with the county BOE decision, they can appeal the decision to the State Tax Commission.

The USTC requires a local decision to be made whether to accept or deny a late appeal. The Auditor's office reviews the Late Appeal Requests upon submission and if the request requires further verifications, the Auditors will coordinate with the Assessor's or Recorder's offices. In the end, the Auditor makes a recommendation to the BOE for review and final determination. The requests that have been filed to date, notes about the request, and the Auditor's recommendations are attached below. Please see the “Action” column that indicates the Auditor's recommendation for action on each late appeal request.

Thank you for your time.

| Acct # | Parcel ID | Date Submitted | Circumstance | Action | Explanation |
|---------|------------|----------------|---|--------|---|
| 0191902 | MW-1-27 | 11/20/2025 | Medical Emergency AND Death of owner or immediate family member AND Factual Error in the County's Records | Accept | The owner selected Medical Emergency and the Death of an immediate family member as the reason for filing the late appeal request. The following is a timeline and summary of the information of the Taxpayer's circumstances as presented: 05/27/2025 - Rotator cuff injury 07/11/2025 - Diagnosed with shingles, spread to eye, continuing treatment through present 07/22/2025 - NOV's sent out, beginning of BOE appeal period 08/10/2025 - Mother put into hospice in Salt Lake City 08/21/2025 - Mother died, prepared for funeral and flew her to Maryland 09/06/2025 - Mother funeral in Maryland 09/15/2025 - Appeal submission deadline, end of BOE period 09/2025 - Returned to Utah end of September 11/20/2025 - Submitted late appeal request Utah Administrative Rules R884-24P-66(12)(b) states that "the county board of equalization shall accept an application to appeal the valuation or equalization of a property owner's real property that is filed after the last day of the appeal period if...an immediate family member of the property owner died during...the appeal period, and no co-owner of the property was capable of filing an appeal." The Taxpayer meets this Rule. The Taxpayer also selected Factual error, however he submitted no information to establish a factual error. |
| 0426001 | COTSS-C-10 | 11/25/2025 | Notification AND Factual Error in the County's Records | Deny | The owner selected Notification as being the reason for accepting their late appeal. The owner states that they just received notification of the property valuation with the 2025 Property Tax Notice one week prior to this Late Appeal form. They purchased the property in September. The county complied with the notification requirements to mail the NOV to the address of record for this property when they were sent out on 07/22/2025, which in this case was the previous owner. The closing of the sale happened on 09/04/2025, after NOV's were sent out. The 09/04/2025 closing statement was provided and there was a line item for Prorated County Taxes from 01/01/2025 to 09/05/2025. With the assistance of the title company, both the seller(s) and buyer(s) would have worked out this line item in preparation for the closing. This does not warrant accepting this late appeal because: (1) The owner at the time the NOV was received could have filed an appeal during the appeal period and (2) the new owner would have knowledge of the tax amount when closing the purchase of the subject property, which was 10 days prior to the appeal deadline. The Taxpayer had a reasonable opportunity to file an appeal during the appeal period. Although the Taxpayer marked Factual Error as well, they submitted no information to establish a factual error. |
| 0426753 | AC-59 | 12/2/2025 | Extraordinary and unanticipated circumstances | Deny | The owner selected Extraordinary and unanticipated circumstances as being the reason for accepting their late appeal. The owner states that they just received notification of the property valuation on 11/02/2025 with the 2025 Property Tax Notice. The county complied with the notification requirements to mail the NOV to the address of record for this property when they were sent out on 07/22/2025, which in this case would have been the previous owner. The closing of the sale happened on 08/29/2025, after NOV's were sent out. There likely would have been a line item on the closing statement for Prorated County Taxes. With the assistance of the title company, both seller(s) and buyer(s) would have worked out this line item in preparation for the closing. This does not warrant accepting this late appeal because: (1) The owner at the time the NOV was received could have filed an appeal during the appeal period and (2) the new owner would have knowledge of the tax amount when closing the purchase of the subject property, which was 17 days prior to the appeal deadline. The Taxpayer had a reasonable opportunity to file an appeal during the appeal period. |
| 0143929 | PI-D-17 | 12/4/2025 | Extraordinary and unanticipated circumstance AND Factual Error in the County's Records | Deny | The Taxpayer selected Extraordinary and unanticipated circumstances as being the reason for accepting their late appeal. The Taxpayer had a 2024 appeal decision pending with the Utah State Tax Commission during the 2025 appeal period. They stated that the State Tax Commission told them to hold off appealing for 2025 until they received their verdict for 2024. However, they did not provide any evidence that the state gave them with this instruction. The state ruling was published on 11/13/2025. Our office received a copy of the same decision by mail on 11/19/2025. Each year is a separate assessment. The back side of the NOV clearly states under the Appeal Information section that "Prior year appeals do not carry over. If you disagree with this year's value, you must file a new appeal by the deadline. Each year requires a separate appeal." The Taxpayer had a reasonable opportunity to file an appeal for 2025 during the appeal period. Although the Taxpayer marked "Factual Error, A mistake in the description of the size, use, or ownership of your property" as well, they submitted no information to establish a factual error. The Assessor's office does not agree that there is a factual error. |

**BEFORE THE BOARD OF EQUALIZATION
OF SUMMIT COUNTY, UTAH
DECISION REGARDING LATE-FILED APPEAL REQUEST**

This matter came before the Board of Equalization of Summit County (the "Board") on a request by taxpayer, JOSH ROBERTSON ("Taxpayer") for the Board to accept Taxpayer's late filed appeal.

The Board was represented by Dave Thomas, Chief Deputy County Attorney. The Auditor's Office, acting as Clerk of the Board (the "Clerk"), was represented by Chase Black, Chief Deputy Auditor.

A summary of the Taxpayer request and recommendation for action was presented to and discussed by the Board. Having considered the evidence presented by all interested parties and the entire record relating to this issue, the Board rendered its decision following discussion and deliberation as part of its regularly scheduled agenda on December 17, 2025, adopting a motion to ACCEPT the Taxpayer's request that the Board accept Taxpayer's late filed appeal, with the decision to become final following the adoption of this written decision. In support of that decision, the Board adopts the following reasoning and statutory basis for its decision:

- 1) Pursuant to Utah Code §59-2-919.1, the Clerk is required to provide taxpayers a Notice of property valuation and tax changes ("Tax Notice") on or before July 22 of each year; and
- 2) The Clerk mailed the Tax Notice to the Taxpayer's address of record with the County on July 22, 2025 with respect to Taxpayer's Summit County property, Summit County Parcel ID MW-1-27 (the "Subject Property"); and
- 3) Pursuant to Utah Code §59-2-1004(3), taxpayers shall make an application to appeal the

valuation or the equalization of the taxpayer's real property on or before the later of September 15 of the current calendar year *or* the last day of a 45-day period beginning on the day on which the Clerk provides the Tax Notice; and

- 4) Taxpayer submitted an untimely appeal with respect to the Subject Property as it was received on November 20, 2025, which is after the statutory period provided in Utah Code §59-2-1004(3); and
- 5) Pursuant to Utah Administrative Rule R884-24P-66(12), the Board **shall** accept an application to appeal the valuation or equalization of a property owner's real property that is filed after the last day of the appeal period under any of the following circumstances:
 - (a) the property owner was incapable of filing an appeal as a result of a medical emergency to the property owner or an immediate family member of the property owner during or within a reasonable time before the appeal period, and no co-owner of the property was capable of filing an appeal;
 - (b) the property owner or an immediate family member of the property owner died during or within a reasonable time before the appeal period, and no co-owner of the property was capable of filing an appeal;
 - (c) the county did not comply with the notification requirements of Utah Code §59-2-919.1;
 - (d) a factual error¹ is discovered in the county records pertaining to the subject

¹ "Factual error" means an error that is 1) objectively verifiable without the exercise of discretion, opinion, or judgment; 2) that is demonstrated by clear and convincing evidence; and 3) the existence of which is recognized by the taxpayer and the county assessor. "Factual error" includes an error 1) that is a mistake in the description of the size, use, or ownership of a property; 2) that is a clerical or typographical error in reporting or entering the data used to establish valuation or equalization; 3) that is an error in the classification of a property that is

property; or

(e) the property owner was unable to file an appeal within the appeal period because of extraordinary and unanticipated circumstances that occurred during or within a reasonable time before the appeal period and no co-owner of the property was capable of filing an appeal.

- 6) On December 17, 2025, the Board heard Taxpayer's request that the Board accept Taxpayer's late filed appeal. Taxpayer provided the following grounds: a Medical Emergency, Death of owner or immediate family member, and Factual Error in the County's Records were the reasons to accept this late appeal. The owner experienced a rotator cuff injury in May 2025 and was diagnosed with shingles in July 2025. He continues dealing with the effects of these medical issues through the present. The owner's mother also died August 28, 2025.
- 7) The Board finds that Taxpayer has met Utah Administrative Rule R884-24P-66(12)(b) because his mother died during the appeal period and there is no co-owner of the Subject Property that could have filed an appeal.
- 8) As such, the Board hereby accepts Taxpayer's late filed appeal with respect to the Subject Property.
- 9) This is the final administrative decision of the Board. As such, it may be appealed to the

eligible for a property tax exemption under Utah Code §59-2-103; 4) in valuing property that is not in existence on the lien date; or 5) in assessing property more than once, or by the wrong assessing authority. "Factual error" does not include: 1) an alternative approach to value; 2) a change in a factor or variable used in an approach to value; 3) an adjustment to a valuation methodology; or 4) an assertion of an error in the classification of property as residential property eligible to receive a residential exemption if: i) an application for the residential exemption is required under Utah Code §59-2-103.5; and ii) said application was not timely filed.

Utah State Tax Commission by filing a notice of appeal specifying the grounds for the appeal with the Clerk within 30 days as set forth in Utah Code § 59-2-1006 and Utah Administrative Rule R861-1A-9.

DATED this ____ day of _____, 2025.

BOARD OF EQUALIZATION
OF SUMMIT COUNTY

BY: _____

Chair

ATTEST:

Cindy Keyes
Clerk to the Board of Equalization

APPROVED AS TO FORM:

Helen E. Strachan, Deputy County Attorney

**BEFORE THE BOARD OF EQUALIZATION
OF SUMMIT COUNTY, UTAH**

DECISION REGARDING LATE-FILED APPEAL REQUEST

This matter came before the Board of Equalization of Summit County (the "Board") on a request by taxpayer, WF PARK CITY LLC ("Taxpayer") for the Board to accept Taxpayer's late filed appeal.

The Board was represented by Dave Thomas, Chief Deputy County Attorney. The Auditor's Office, acting as Clerk of the Board (the "Clerk"), was represented by Chase Black, Chief Deputy Auditor.

A summary of the Taxpayer request and recommendation for action was presented to and discussed by the Board. Having considered the evidence presented by all interested parties and the entire record relating to this issue, the Board rendered its decision following discussion and deliberation as part of its regularly scheduled agenda on December 17, 2025, adopting a motion to DENY the Taxpayer's request that the Board accept Taxpayer's late filed appeal, with the decision to become final following the adoption of this written decision. In support of that decision, the Board adopts the following reasoning and statutory basis for its decision:

- 1) Pursuant to Utah Code §59-2-919.1, the Clerk is required to provide taxpayers a Notice of property valuation and tax changes ("Tax Notice") on or before July 22 of each year; and
- 2) The Clerk mailed the Tax Notice to the Taxpayer's address of record with the County on July 22, 2025 with respect to Taxpayer's Summit County property, Summit County Parcel ID CHC-213 (the "Subject Property"); and

- 3) Pursuant to Utah Code §59-2-1004(3), taxpayers shall make an application to appeal the valuation or the equalization of the taxpayer's real property on or before the later of September 15 of the current calendar year *or* the last day of a 45-day period beginning on the day on which the Clerk provides the Tax Notice; and
- 4) Taxpayer submitted an untimely appeal with respect to the Subject Property as it was received on November 25, 2025, which is after the statutory period provided in Utah Code §59-2-1004(3); and
- 5) Pursuant to Utah Administrative Rule R884-24P-66(12), the Board **shall** accept an application to appeal the valuation or equalization of a property owner's real property that is filed after the last day of the appeal period under any of the following circumstances:
 - (a) the property owner was incapable of filing an appeal as a result of a medical emergency to the property owner or an immediate family member of the property owner during or within a reasonable time before the appeal period, and no co-owner of the property was capable of filing an appeal;
 - (b) the property owner or an immediate family member of the property owner died during or within a reasonable time before the appeal period, and no co-owner of the property was capable of filing an appeal;
 - (c) the county did not comply with the notification requirements of Utah Code §59-2-919.1;
 - (d) a factual error¹ is discovered in the county records pertaining to the subject

¹ "Factual error" means an error that is 1) objectively verifiable without the exercise of discretion, opinion, or judgment; 2) that is demonstrated by clear and convincing evidence; and 3) the existence of which is recognized by the taxpayer and the county assessor. "Factual error" includes an error 1) that is a mistake in the description of the size, use, or ownership of a

property; or

(e) the property owner was unable to file an appeal within the appeal period because of extraordinary and unanticipated circumstances that occurred during or within a reasonable time before the appeal period and no co-owner of the property was capable of filing an appeal.

- 6) On December 17, 2025, the Board heard Taxpayer's request that the Board accept Taxpayer's late filed appeal. Taxpayer provided the following grounds: Notification and Factual Error in the County's Records. The Taxpayer only recently received notification of the assessed value with the Tax Notice received on or near December 1, 2025 because they purchased the property September 4, 2025.
- 7) The Board finds that Taxpayer has not met Utah Administrative Rule R884-24P-66(12)(c) and R884-24P-66(12)(d) because: (1) The owner at the time the NOV was received, the previous owner or seller, could have filed an appeal during the appeal period and (2) the Taxpayer would have knowledge of the tax amount when closing the purchase of the subject property, which was 10 days prior to the appeal deadline. With the assistance of the title company, both seller(s) and buyer(s) would have worked out the Prorated County Taxes line item on the closing statement in preparation for the closing.

property; 2) that is a clerical or typographical error in reporting or entering the data used to establish valuation or equalization; 3) that is an error in the classification of a property that is eligible for a property tax exemption under Utah Code §59-2-103; 4) in valuing property that is not in existence on the lien date; or 5) in assessing property more than once, or by the wrong assessing authority. "Factual error" does not include: 1) an alternative approach to value; 2) a change in a factor or variable used in an approach to value; 3) an adjustment to a valuation methodology; or 4) an assertion of an error in the classification of property as residential property eligible to receive a residential exemption if: i) an application for the residential exemption is required under Utah Code §59-2-103.5; and ii) said application was not timely filed.

The Taxpayer had a reasonable opportunity to file an appeal during the appeal period.

Although the Taxpayer marked Factual Error as well, they submitted no information to establish a factual error.

8) As such, the Board hereby rejects Taxpayer's late filed appeal with respect to the Subject Property.

9) This is the final administrative decision of the Board. As such, it may be appealed to the Utah State Tax Commission by filing a notice of appeal specifying the grounds for the appeal with the Clerk within 30 days as set forth in Utah Code § 59-2-1006 and Utah Administrative Rule R861-1A-9.

DATED this ____ day of _____, 2025.

BOARD OF EQUALIZATION
OF SUMMIT COUNTY

BY: _____

Chair

ATTEST:

Cindy Keyes
Clerk to the Board of Equalization

APPROVED AS TO FORM:

Helen E. Strachan, Deputy County Attorney

**BEFORE THE BOARD OF EQUALIZATION
OF SUMMIT COUNTY, UTAH**

DECISION REGARDING LATE-FILED APPEAL REQUEST

This matter came before the Board of Equalization of Summit County (the "Board") on a request by taxpayer, TIMOTHY & LASCIA DEVEREUX, TRUSTEES ("Taxpayer") for the Board to accept Taxpayer's late filed appeal.

The Board was represented by Dave Thomas, Chief Deputy County Attorney. The Auditor's Office, acting as Clerk of the Board (the "Clerk"), was represented by Chase Black, Chief Deputy Auditor.

A summary of the Taxpayer request and recommendation for action was presented to and discussed by the Board. Having considered the evidence presented by all interested parties and the entire record relating to this issue, the Board rendered its decision following discussion and deliberation as part of its regularly scheduled agenda on December 17, 2025, adopting a motion to DENY the Taxpayer's request that the Board accept Taxpayer's late filed appeal, with the decision to become final following the adoption of this written decision. In support of that decision, the Board adopts the following reasoning and statutory basis for its decision:

- 1) Pursuant to Utah Code §59-2-919.1, the Clerk is required to provide taxpayers a Notice of property valuation and tax changes ("Tax Notice") on or before July 22 of each year; and
- 2) The Clerk mailed the Tax Notice to the Taxpayer's address of record with the County on July 22, 2025 with respect to Taxpayer's Summit County property, Summit County Parcel ID AC-59 (the "Subject Property"); and

- 3) Pursuant to Utah Code §59-2-1004(3), taxpayers shall make an application to appeal the valuation or the equalization of the taxpayer's real property on or before the later of September 15 of the current calendar year *or* the last day of a 45-day period beginning on the day on which the Clerk provides the Tax Notice; and
- 4) Taxpayer submitted an untimely appeal with respect to the Subject Property as it was received on December 2, 2025, which is after the statutory period provided in Utah Code §59-2-1004(3); and
- 5) Pursuant to Utah Administrative Rule R884-24P-66(12), the Board **shall** accept an application to appeal the valuation or equalization of a property owner's real property that is filed after the last day of the appeal period under any of the following circumstances:
 - (a) the property owner was incapable of filing an appeal as a result of a medical emergency to the property owner or an immediate family member of the property owner during or within a reasonable time before the appeal period, and no co-owner of the property was capable of filing an appeal;
 - (b) the property owner or an immediate family member of the property owner died during or within a reasonable time before the appeal period, and no co-owner of the property was capable of filing an appeal;
 - (c) the county did not comply with the notification requirements of Utah Code §59-2-919.1;
 - (d) a factual error¹ is discovered in the county records pertaining to the subject

¹ "Factual error" means an error that is 1) objectively verifiable without the exercise of discretion, opinion, or judgment; 2) that is demonstrated by clear and convincing evidence; and 3) the existence of which is recognized by the taxpayer and the county assessor. "Factual error" includes an error 1) that is a mistake in the description of the size, use, or ownership of a

property; or

(e) the property owner was unable to file an appeal within the appeal period because of extraordinary and unanticipated circumstances that occurred during or within a reasonable time before the appeal period and no co-owner of the property was capable of filing an appeal.

- 6) On December 17, 2025, the Board heard Taxpayer's request that the Board accept Taxpayer's late filed appeal. Taxpayer provided the following grounds: Extraordinary and unanticipated circumstances. The Taxpayer only recently received notification of the assessed value with the Tax Notice received on November 2, 2025 because they purchased the property August 29, 2025.
- 7) The Board finds that Taxpayer has not met Utah Administrative Rule R884-24P-66(12)(e) because: (1) The owner at the time the NOV was received, the previous owner or seller, could have filed an appeal during the appeal period and (2) the Taxpayer would have knowledge of the tax amount when closing the purchase of the subject property, which was 17 days prior to the appeal deadline. With the assistance of the title company, both seller(s) and buyer(s) would have worked out the Prorated County Taxes line item on the closing statement in preparation for the closing. The Taxpayer had a reasonable

property; 2) that is a clerical or typographical error in reporting or entering the data used to establish valuation or equalization; 3) that is an error in the classification of a property that is eligible for a property tax exemption under Utah Code §59-2-103; 4) in valuing property that is not in existence on the lien date; or 5) in assessing property more than once, or by the wrong assessing authority. "Factual error" does not include: 1) an alternative approach to value; 2) a change in a factor or variable used in an approach to value; 3) an adjustment to a valuation methodology; or 4) an assertion of an error in the classification of property as residential property eligible to receive a residential exemption if: i) an application for the residential exemption is required under Utah Code §59-2-103.5; and ii) said application was not timely filed.

opportunity to file an appeal during the appeal period.

8) As such, the Board hereby rejects Taxpayer's late filed appeal with respect to the Subject Property.

9) This is the final administrative decision of the Board. As such, it may be appealed to the Utah State Tax Commission by filing a notice of appeal specifying the grounds for the appeal with the Clerk within 30 days as set forth in Utah Code § 59-2-1006 and Utah Administrative Rule R861-1A-9.

DATED this ____ day of _____, 2025.

BOARD OF EQUALIZATION
OF SUMMIT COUNTY

BY: _____

Chair

ATTEST:

Cindy Keyes
Clerk to the Board of Equalization

APPROVED AS TO FORM:

Helen E. Strachan, Deputy County Attorney

**BEFORE THE BOARD OF EQUALIZATION
OF SUMMIT COUNTY, UTAH**

DECISION REGARDING LATE-FILED APPEAL REQUEST

This matter came before the Board of Equalization of Summit County (the "Board") on a request by taxpayer, MICHAEL & DIANA OLSON, HUSBAND AND WIFE AS JOINT TENANTS, ("Taxpayer") for the Board to accept Taxpayer's late filed appeal.

The Board was represented by Dave Thomas, Chief Deputy County Attorney. The Auditor's Office, acting as Clerk of the Board (the "Clerk"), was represented by Chase Black, Chief Deputy Auditor.

A summary of the Taxpayer request and recommendation for action was presented to and discussed by the Board. Having considered the evidence presented by all interested parties and the entire record relating to this issue, the Board rendered its decision following discussion and deliberation as part of its regularly scheduled agenda on December 17, 2025, adopting a motion to DENY the Taxpayer's request that the Board accept Taxpayer's late filed appeal, with the decision to become final following the adoption of this written decision. In support of that decision, the Board adopts the following reasoning and statutory basis for its decision:

- 1) Pursuant to Utah Code §59-2-919.1, the Clerk is required to provide taxpayers a Notice of property valuation and tax changes ("Tax Notice") on or before July 22 of each year; and
- 2) The Clerk mailed the Tax Notice to the Taxpayer's address of record with the County on July 22, 2025 with respect to Taxpayer's Summit County property, Summit County Parcel ID PI-D-17 (the "Subject Property"); and

- 3) Pursuant to Utah Code §59-2-1004(3), taxpayers shall make an application to appeal the valuation or the equalization of the taxpayer's real property on or before the later of September 15 of the current calendar year *or* the last day of a 45-day period beginning on the day on which the Clerk provides the Tax Notice; and
- 4) Taxpayer submitted an untimely appeal with respect to the Subject Property as it was received on December 4, 2025, which is after the statutory period provided in Utah Code §59-2-1004(3); and
- 5) Pursuant to Utah Administrative Rule R884-24P-66(12), the Board **shall** accept an application to appeal the valuation or equalization of a property owner's real property that is filed after the last day of the appeal period under any of the following circumstances:
 - (a) the property owner was incapable of filing an appeal as a result of a medical emergency to the property owner or an immediate family member of the property owner during or within a reasonable time before the appeal period, and no co-owner of the property was capable of filing an appeal;
 - (b) the property owner or an immediate family member of the property owner died during or within a reasonable time before the appeal period, and no co-owner of the property was capable of filing an appeal;
 - (c) the county did not comply with the notification requirements of Utah Code §59-2-919.1;
 - (d) a factual error¹ is discovered in the county records pertaining to the subject

¹ "Factual error" means an error that is 1) objectively verifiable without the exercise of discretion, opinion, or judgment; 2) that is demonstrated by clear and convincing evidence; and 3) the existence of which is recognized by the taxpayer and the county assessor. "Factual error" includes an error 1) that is a mistake in the description of the size, use, or ownership of a

property; or

(e) the property owner was unable to file an appeal within the appeal period because of extraordinary and unanticipated circumstances that occurred during or within a reasonable time before the appeal period and no co-owner of the property was capable of filing an appeal.

- 6) On December 17, 2025, the Board heard Taxpayer's request that the Board accept Taxpayer's late filed appeal. Taxpayer provided the following grounds: Extraordinary and unanticipated circumstance and Factual Error in the County Records. The Taxpayer had a 2024 appeal decision pending with the Utah State Tax Commission during the 2025 appeal period and described that this situation kept them from filing an appeal for 2025.
- 7) The Board finds that Taxpayer has not met Utah Administrative Rule R884-24P-66(12)(d) and R884-24P-66(12)(e) because the Taxpayer should have filed an appeal for 2025 on or before September 15, 2025. Each year is a separate assessment. The back side of the NOV clearly states under the Appeal Information section that "Prior year appeals do not carry over. If you disagree with this year's value, you must file a new appeal by the deadline. Each year requires a separate appeal." The Taxpayer had a reasonable opportunity to file an appeal for 2025 during the appeal period. Although the

property; 2) that is a clerical or typographical error in reporting or entering the data used to establish valuation or equalization; 3) that is an error in the classification of a property that is eligible for a property tax exemption under Utah Code §59-2-103; 4) in valuing property that is not in existence on the lien date; or 5) in assessing property more than once, or by the wrong assessing authority. "Factual error" does not include: 1) an alternative approach to value; 2) a change in a factor or variable used in an approach to value; 3) an adjustment to a valuation methodology; or 4) an assertion of an error in the classification of property as residential property eligible to receive a residential exemption if: i) an application for the residential exemption is required under Utah Code §59-2-103.5; and ii) said application was not timely filed.

Taxpayer marked “Factual Error, A mistake in the description of the size, use, or ownership of your property” as well, they submitted no information to establish a factual error. The Assessor's office does not agree that there is a factual error.

- 8) As such, the Board hereby rejects Taxpayer’s late filed appeal with respect to the Subject Property.
- 9) This is the final administrative decision of the Board. As such, it may be appealed to the Utah State Tax Commission by filing a notice of appeal specifying the grounds for the appeal with the Clerk within 30 days as set forth in Utah Code § 59-2-1006 and Utah Administrative Rule R861-1A-9.

DATED this ____ day of _____, 2025.

BOARD OF EQUALIZATION
OF SUMMIT COUNTY

BY: _____

Chair

ATTEST:

Cindy Keyes
Clerk to the Board of Equalization

APPROVED AS TO FORM:

Helen E. Strachan, Deputy County Attorney



TO: Summit County Board of Equalization
 FROM: Summit County Auditor Office, Clerk of the Board of Equalization
 DATE: December 17, 2025
 RE: 2025 Property Tax Exemption for 501(c)(3) Organizations

Summary

Property owned by a 501(c)(3), nonprofit entity, which is used exclusively for religious, charitable, or educational purposes is exempt from property taxes. Exemption is not automatic, but the nonprofit organization must file an application (including a written application and additional required documentation and verifications) and be approved by the local Board of Equalization (BOE) initially. In subsequent years, the nonprofit organization must file a continuation statement certifying the use of the property during the past year. (Property Tax Division, Standards of Practice, Standard 2.13)

When a nonprofit entity acquires property on or after January 1 that qualifies for an exclusive use exemption, that entity may apply for the exclusive use exemption on or before the later of March 1st or 120 days after the property is acquired. (§§ 59-2-1101 and 59-2-1102)

Summit Land Conservancy acquired three parcels on 11/17/2025 and submitted their application for exemption on 11/20/2025. Note that if this exemption is approved, the tax exemption for 2025 would be applied as a prorated amount to account for the first 320 days of the year being non-exempt. The exempt period will start as of the date the non-profit organization acquired the property when calculating the prorated taxes.

Parcels included in new application for exemption:

| Applicant | Parcel ID | Account # | Property Use |
|-------------------------|------------|-----------|--|
| Summit Land Conservancy | OTBV-260 | 0104509 | Other - Land held for open space and public recreation |
| | OTBV-260-N | 0216881 | |
| | OTBV-260-O | 0315931 | |



Nonprofit/Property Information

“Summit Land Conservancy is an accredited land trust that permanently protects open lands with conservation values for public benefit.”

“This property is owned by the Summit Land Conservancy and held for permanent conservation purposes. The Weber River is immediately adjacent to the Property and the Property is across the river from Franson Park, owned by the City of Oakley and open to the public. The construction of a public-access pedestrian bridge across the river is planned as well as the acquisition of other adjacent lands and property rights. This will allow the public to access the property for outdoor recreational activities such as fishing, hiking, picnics, horse riding, and cycling. The Property acquisition will advance the Weber River Pathway public access trail project, a collaboration by and between the Summit Land Conservancy, Oakley City, Summit County, the South Summit Trails Foundation and other supporting partners.”

These three parcels are Vacant Land and the non-profit is using them exclusively for open space and public recreation, which aligns with their non-profit purposes. See attached WEBER RIVER PATHWAY that shows where the parcels sit within the applicant’s current conservation easements and Oakley Trail System. The applicants refer to the parcels as the “Calvin Purchase”.

Recommendation

The Assessor Office has concern with property type and use qualifying it for exemption. Vacant land does not typically qualify for exemption. A non-profit organization owning a vacant land

property does not make it qualify for exemption automatically. At the time of this staff report being prepared, the Assessor ultimately recommends approval.

The Attorney Office states that vacant land is not exempt.

Auditor's Office has no concerns, recommending approval. The exemption application, entity documentation, finances, and other required or requested documentation have been received, reviewed, and appear satisfactory.

This application for exemption is very similar to a 2024 Application for Property Tax Exemption, submitted by Utah Open Lands Conservation Association. The application was approved by council for non-profit exemption. The assessor's requested a redetermination of the local BOE decision by the Utah State Tax Commission, disputing the subject property's "use" to sit vacant in its natural state is not sufficient to meet the exclusive use requirement. We received the Initial Hearing Order from the state June 2025 which sustained the local decision to grant the exemption. Included in the Order discussion was the following:

"The property owner holds the subject property with the intent of keeping it in its natural state, to protect the habitat of the Columbia spotted frog. The Commission take administrative notice that the Utah Department of Natural Resources website provides, 'The Utah Department of Natural Resources helps ensure the quality of life of Utah residents by managing and protecting the state's natural resources by...improving the health and resilience of our lands, resources, watersheds and wildlife...' and 'advancing the stewardship of our public lands and natural history...' The Commission finds that the Property Owner's 'use' of the subject property, keeping it in its natural state, and stewardship of the land to protect the habitat of the Columbia spotted frog lessens the burden of the Utah Department of Natural Resources, and thus provides a 'gift to the community.' The Commission notes that whether the property may be sold in the future and then put to a different use does not negate the property's current use."

Once action has been taken on this application, Findings of Fact and Conclusions of Law will be prepared according to the decision and provided to the applicants.

Action Requested

- Convene as the Board of Equalization
- Approve or Deny the new Application for Property Tax Exemption submitted by Summit Land Conservancy

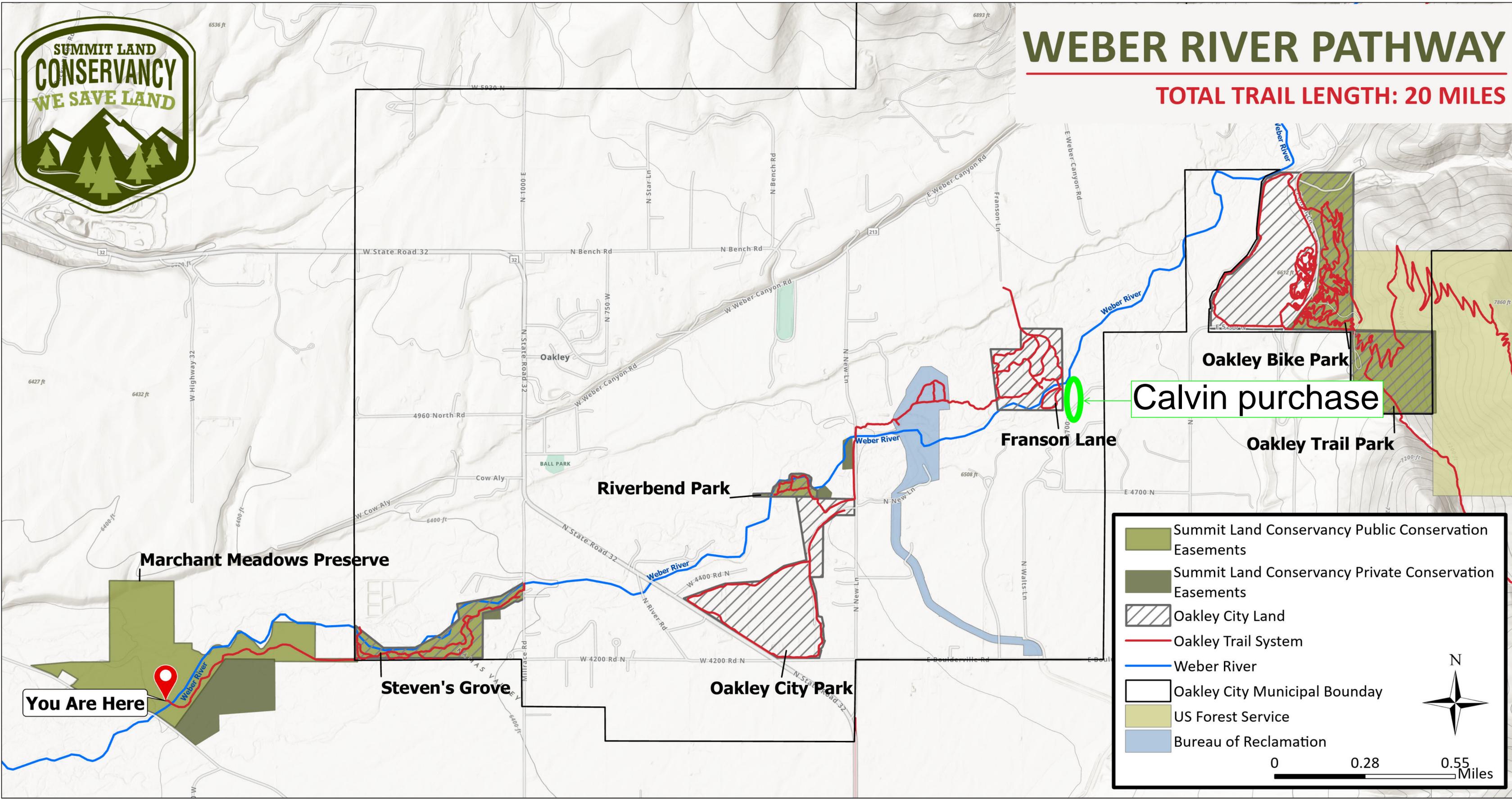
Thank you for your time and consideration.

Chase Black
Chief Deputy Auditor



WEBER RIVER PATHWAY

TOTAL TRAIL LENGTH: 20 MILES



Legend

- Summit Land Conservancy Public Conservation Easements
- Summit Land Conservancy Private Conservation Easements
- Oakley City Land
- Oakley Trail System
- Weber River
- Oakley City Municipal Bounday
- US Forest Service
- Bureau of Reclamation

0 0.28 0.55 Miles

You Are Here



STAFF REPORT

TO: Summit County Council
FROM: Shayne Scott, County Manager
Janna Young, Deputy County Manager
MEETING: December 17, 2025
SUBJECT: Consideration and possible approval of the 2026 Work Plan and Council-Manager Compact

Requested Council Action

Adopt the 2026 work plan and renew the Council-Manager Compact for the 2026 fiscal year.

Introduction

In 2018, the Summit County Council began adopting an official work plan each budget cycle as a way to focus staff hours and align their work with the budget. This approach was adopted after several years of the county taking on an ambitious, and sometimes unstructured, work schedule. The county made the decision to plan more deliberately, budget, and make decisions about where to focus staff resources in order to do things more effectively, complete long-standing projects, generate sustainable results, and make sure the organization was not growing the need for staff without an analysis of priorities.

Traditionally, the proposed work plan lists projects for each county office and department that either have a direct tie to the Council’s strategic objectives or are critical to advancing a county function but do not tie directly to the Council’s objectives. This list demonstrates to the public and to the county organization the areas where staff hours and budget will be spent during the calendar year and budget cycle.

To develop the work plan, each year, the County Manager meets with the County Council in a retreat to understand the Council’s priorities. Then the County Manager’s Office collaborates with the directors of the various departments to identify the major tasks and projects to advance those priorities in the context of anticipated day-to-day work and responsibilities for the year. This provides a full picture of the staff and resource capacity available to advance the Council’s priorities. It also helps set expectations for the Council, employees, and the public on where resources will be directed. The final work plan is then presented to the Council in a public meeting and adopted, typically along with the subsequent year’s budget.

2026 Work Plan Process

The 2026 work plan is organized similarly to the 2025 plan. Staff are proposing to focus the Council's attention on the same seven (7) priorities as the current year. Those are:

- (1) Updates to County General Plans
- (2) Housing
- (3) Regional Planning and Transportation
- (4) Solid Waste Management
- (5) Lands and Natural Resources Management
- (6) Senior Citizen Services
- (7) Public-Private Partnerships and County Facilities

Each of these seven priorities has application to the Council's four strategic objectives:

- Growth Management and Regional Planning
- Local Housing Choice
- Transportation and Traffic Congestion
- Environmental Stewardship

The expectation is the Council will be more involved in setting the policy direction for these seven priorities. We will design the Council meeting agendas throughout the year around projects, approvals, and work sessions that advance and respond to these seven areas. We are asking the Council to wordsmith the language of how these items are articulated in the work plan, so they reflect what the Council desires and expects for the work that is conducted in 2026.

The second part of the work plan outlines other department-driven work that will be managed and directed by the County Manager and Department Directors that may involve Council approvals and may land on a Council agenda. We are sharing these items with the Council so the body is aware of them should it desire to change or add to the priorities and needs to understand if there is staff capacity to do so. However, these are items that do not necessarily need or require Council feedback, policy direction, or decision-making.

At this point staff are not proposing changes to the county's mission, vision, or values statements, or strategic objectives. However, staff will revise this language if requested by Council at the December 17, 2025, meeting.

Considerations for 2026

There are several considerations and unknowns for 2026 that could impact the county's work plan:

1. **2026 Budget:** What is proposed in the draft plan is what staff are confident can be accomplished based on current staffing and the resource levels programmed in the 2026 budget (adopted December 10, 2025). However, if the Council requests additional work items, other items will either need to be cut, or additional FTE and budget will need to be authorized.
2. **New Revenues and Capital Projects:** The county will see a full year of revenues collected from two newly adopted sales taxes: Emergency Services Sale Tax (passed by voters in 2024) and the Impacted Communities Tax (implemented by the Council in 2025). These new revenue sources are expected to facilitate many significant capital projects across the county, ranging from transportation infrastructure to multi-use developments, and county facilities improvements. They will involve stakeholders, public processes, and take up a significant amount of staff time. They are also likely to be disruptive to the organization and to the public as employees move offices or work within construction zones. Additionally, complications often arise with capital projects to which the organization must be nimble.
3. **Internal Organizational Changes:** 2026 is a year of change for the Summit County organization. The Finance Department will be deploying a new financial accounting, payroll, and personnel technology system, which impacts every department and employee. The Personnel Department will be implementing a new Paid Time Off program, as well as piloting a new merit pay and performance evaluation system. Many employees will be moving offices. The Facilities Department will initiate a process to begin major renovations to the County Courthouse. All of these measures, and more, have the potential to create chaos in the day-to-day operations of each county department and office, which could delay progress on some of the work plan priorities as well as interrupt service delivery to the public.
4. **2026 General Session of the Utah State Legislature:** Since the 2026 work plan is being adopted before the general session of the Utah State Legislature, we do not yet know what new mandates or requirements to which the county will need to respond during or by the end of the year, which may take up staff capacity and thwart attention from the Council's priorities. In the spring, staff will evaluate the bills that were signed into law to understand what, if any, work plan

elements need to be adjusted.

5. **New Council Districts and Election:** In 2025, the Utah State Legislature required the Summit County Council, all five members of which currently serve at-large, to be assigned to geographically distinct districts. This change in representation may impact the way the Council functions, prioritizes issues, and votes. Additionally, 2026 is an election year for several county administrative offices and two of the Council seats. The 2026 annual work plan reflects not only the continuity of ongoing projects but also the adaptability required to incorporate the vision and contributions of Council members during an election year.
6. **Unknown of the Unknown:** What is known is we are living in tumultuous times and have been for the past several years. Uncertainty and change are things we can count on occurring every year, whether it is a global pandemic, an epic winter, flooding, high inflation, supply chain challenges, federal funding uncertainty, or any other crisis. With frequent change, it is difficult to plan ahead and anticipate critical issues that will emerge. Therefore, it is important we reserve staff hours/capacity to respond to needs and unexpected emergencies that surface during the year.

Highlights of the Proposed 2026 Work Plan

Listed below are some of the more significant elements of the proposed 2026 Work Plan:

- Finalize and adopt updates to the Snyderville Basin and Eastern Summit County General Plans by year-end
- Complete development and financial partnership agreement between Summit County and Columbus Pacific Development for the Cline Dahle property
- Complete strategic plan for the Housing Authority and implement programs to increase housing affordability for community members
- Draft additional regulations for short-term rentals for Council consideration, utilizing data from the Azora enforcement software platform implemented in 2025
- Advance the design of the Kimball Junction/I-80 interchange and the State Route 224 pedestrian crossing project in coordination with the Utah Department of Transportation
- Complete and adopt action plan addendum to the 2018 Solid Waste Master Plan and establish remote recycling drop off sites
- Approve conservation easements for the Ure Ranch

- Close on the 910 Ranch and initiate stakeholder process to finalize the management plan
- Complete strategic plan for the senior citizens program
- Begin implementation of the Dakota Pacific Real Estate public-private partnership project
- Complete tenant improvements to the former Skullcandy building, relocate county departments/offices, and open the building to the public
- Implement Phase One of the Facilities Master plan with a focus on the County Courthouse
- Pilot new merit pay and performance evaluation system
- Roll out new financial accounting, payroll, and personnel technology system

See the attached proposed 2026 work plan for the full list of projects, action items, and deliverables under each of the Council's seven priorities and the department-driven programs.

Council-Manager Compact

For the past several years, the Council and County Manager have signed a compact (see attached) that commits the Council, Manager and staff to the projects in the work plan, a process for revising the work plan, and outlines how everything will be communicated to the public. The purpose of the compact is:

- To have clear, well-defined, and achievable accomplishments for Summit County
- To communicate expectations clearly to the community, down to the specific project level
- To consider staff resources and budget when committing to projects, work, and activities
- To better align the budget to the county's work
- To focus on the projects/work that most significantly advance or set the foundation to advance the Council's strategic priorities within the limits of our resources
- To plan more effectively for future (multi-year) tasks, projects, budget, and resources
- To facilitate the Council thinking and performing at a strategic, big-picture level, setting direction for the county and empowering staff to figure out and implement the details

The compact makes it clear how the Council and County Manager will make decisions around the projects included in the work plan and sets up a process for how to address new priorities that come up during the year after the work plan has been adopted, taking into consideration staff capacity and budget.

The County Manager is proposing once again that the Council sign the compact with him, agreeing to the proposed 2026 work plan and the outlined process for adjusting that plan during the year.

Conclusion

The 2026 Work Plan represents a thoughtful and strategic approach to advancing the Council's priorities while balancing the operational realities of staff capacity and resource availability. By focusing on achievable goals and aligning projects with the Council's strategic objectives, the work plan ensures that efforts are directed toward the most impactful initiatives. With the flexibility to adapt to new priorities and unforeseen challenges, the work plan provides a clear roadmap for the year ahead while maintaining room for innovation and community responsiveness. Adoption of the plan and the Council-Manager Compact will set the stage for a productive and collaborative year in 2026 for Summit County.

Attachments:

1. Proposed 2026 Work Plan
2. Council-Manager Compact for Fiscal Year 2026



SUMMIT COUNTY'S 2026 STRATEGIC OBJECTIVES & WORK PLAN

Summit County's Mission, Vision, and Values

VISION

Summit County is a vibrant and thriving community, renowned for its natural beauty, exceptional quality of life, and a strong, sustainable economy that supports a healthy, prosperous, and culturally diverse citizenry.

MISSION

We provide high-quality, equitable, and inclusive services that protect the health, safety, and welfare of the community, making Summit County the best place to live for current and future generations.

VALUES

Regional Collaboration: Work with our federal, state, municipal, and community partners to achieve mutually beneficial outcomes

Responsiveness: Take action in a timely manner, meeting the needs of our citizens

Preservation: Preserve our land, water, air, and culture

Leadership: Motivate others to collaboratively achieve mutual goals

County Council's Strategic Objectives

Growth Management & Regional Planning

The County will manage and mitigate the impacts of growth internally and through working with municipal and regional partners. Specifically, Summit County will:

- Discuss the desired growth and development patterns across jurisdictional borders
- Develop necessary programs and explore opportunities for working together
- Understand our impacts on each other
- Utilize growth and development tools to enhance quality of life with a focus on connection and coordination around the region's physical, natural, and economic environments and communities

Local Housing Choice

In 2026, Summit County will continue to assess ways to facilitate a diverse and thriving County evidenced by a wide variety of housing -both price and type that will result in the creation and retention of welcoming neighborhoods, which together make up the larger County.

Transportation & Traffic Congestion

The County will work closely and collaborate with federal, state, and local governments, as well as regional transportation service providers and community partners, to plan, program, and build a transportation system to reduce traffic congestion and provide robust transportation options that promote safe, reliable, and healthy transportation solutions.

Environmental Stewardship

The County will demonstrate leadership and set direction for plans, policies, partnerships, and initiatives to secure, protect, and conserve our water, land, and air quality for the present and future, as well as implement an internal organizational culture that supports environmental stewardship. This public health issue requires a collaborative, multidisciplinary, all-of government effort.

Summit County's 2026 Work Plan

County Council's Seven (7) Policy Priorities (that pertain to the above strategic objectives) are:

#1 - Updates to General Plans

Complete draft updates to the Snyderville Basin and Eastern Summit County General Plans based on additional community input following the "Our Summit" visioning initiative. Specifically in 2026, staff will prioritize work sessions and public hearings with the two Planning Commissions and the County Council with the goal of Plan adoption by year-end.

Strategic Objectives:

Growth Management & Regional Planning
Local Housing Choice
Transportation & Traffic Congestion
Environmental Stewardship

#2 - Housing

Cline Dahle Public-Private Partnership: Complete development and financial partnership agreement between Summit County and Columbus Pacific Development. Start on design details.

Housing Authority: Complete strategic plan and implement programs to increase housing affordability for community members, including:

- Incentives to build and deed restrict accessory dwelling units (ADUs)
- Utility allowance study
- Down-payment assistance feasibility study
- A pilot program to subsidize rents and/or HOA payments for those making approximately 55% AMI (i.e. teachers, first responders, and support staff)
- Other rental and buyer assistance programs

Long-term Planning: Align the County Council's goal of entitling 1,500 affordable housing units over the next ten (10) years (excluding the public-private partnerships in Kimball Junction and on Cline Dahle) with the State Housing Plan provisions as implemented by the Utah State Legislature.

Revisit the Council's 1,500 unit goal in a half-day workshop (quarter one of 2026) to refine, discuss creating an affordable housing overlay zone, and clarify the Housing Authority's role.

Short-Term Nightly Rentals: Continue enforcement program from 2025. Reconvene the internal working group established in 2024 to draft additional regulations utilizing data and information learned from the Azora enforcement software platform. Respond to any code changes adopted by the Utah State Legislature.

Strategic Objectives:

Growth Management & Regional Planning
Local Housing Choice
Transportation & Traffic Congestion

#3 - Regional Planning and Transportation

Kimball Junction: Advance the design of the Kimball Junction/I-80 interchange and the SR-224 pedestrian crossing project in coordination with the Utah Department of Transportation (UDOT) (construction is scheduled to begin in 2030).

Rural Planning Organization: Collaborate with Mountainlands Association of Governments (MAG), eastern Summit County municipalities, and regional partners on the Wasatch Back Rural Planning Organization (WBRPO) 2027 update, including establishing program objectives and performance metrics, developing projects, and delivering a public engagement process.

Transportation Planning: Reestablish the local Transportation Convening Group and participate in UDOT's 2034 Olympics Transportation Working Group to coordinate infrastructure and sustainability planning for the 2034 Winter Olympic Games and long-term regional needs.

Strategic Objectives:

Growth Management & Regional Planning
Transportation & Traffic Congestion
Environmental Stewardship

#4 - Solid Waste Management

Solid Waste Action Plan: Complete and acquire Council approval of the action plan addendum to the 2018 Solid Waste Master Plan with updated waste reduction and diversion targets and strategies to increase the lifespan of the Three Mile Landfill by 10 additional years. Enhance public communications, engagement, and education through various online tools and story maps.

Enhance Recycling Options: Establish six remote recycling drop-off sites for cardboard, glass, and mixed recyclables in each area of the county (Snyderville Basin, Park City, North Summit, and South Summit) to increase recycling options for residents closer to their homes. Ensure continuity of services while Recycle Utah moves to a new location.

Recycle Utah (RU) Relocation: Work with Recycle Utah and Park City Municipal Corporation to move the Park City recycling center to the FJ Gillmor Lot 4. Help RU navigate the county's development and permitting processes for a smooth transition.

Strategic Objectives:

Growth Management & Regional Planning
Environmental Stewardship

#5 - Lands and Natural Resources Management

Ure Ranch: Approve conservation easements for recreation area, the homestead, wetlands, and south and south-east meadows (in quarter one). Hold work session with Council on programming agricultural and recreation spaces (April). Hold public meetings and finalize trails, recreational, and management plans (done by September).

910 Ranch: Close on property and complete steps to close out the Forest Legacy Grant. Initiate stakeholder meetings to help finalize management plan. Start construction of parking area, including completing all community development and permitting processes. Once parking area is built, pilot parking fee program.

Weber Watershed Project: Complete NEPA process (June) and start on-the-ground wildfire mitigation treatments and forest health projects (July) as part of the five-year plan with the U.S. Forest service. Continue to work on acquiring additional grants for wildfire mitigation treatments.

County Lands Program Development: Enhance communication efforts regarding conservation easements on county acquisitions, emphasizing public access, funding sources, and the benefits and value of these lands. Participate in discussions regarding planning for Cline Dahle, Dakota Pacific Real Estate Development Public-Private Partnership, and Snyderville Basin Cemetery District. Strengthen department structure and vision.

Strategic Objectives:

Growth Management & Regional Planning
Environmental Stewardship

#6 - Senior Citizens Services

Deed-Restricted Senior Housing: Work with the Housing Authority to evaluate opportunities to develop deed-restricted housing for seniors that allows them to downsize while offering amenities such as proximity to medical facilities and walkable access to essential services.

Strategic Planning: Hire consultant to complete a strategic plan for the seniors program, including level of program expansion, public investment, and the feasibility of establishing a Continuing Care Retirement Community (CCRC) within the county. The purpose of this plan is to inform the Council's policy direction and budgeting for senior citizen services.

Collaboration on New Senior Center in Park City: Continue to partner with Park City Municipal Corporation to plan a new senior center in Park City that meets the needs of the local senior population. Engage seniors in this process.

Strategic Objectives:

Growth Management & Regional Planning
Local Housing Choice
Transportation & Congestion

Kimball Junction: Begin implementation of the Dakota Pacific Real Estate (DPRE) Public-Private Partnership project: execute venture agreement, complete Housing and Transit Reinvestment Zone (HTRZ), demolish the Sheldon Richins county services building, complete schematic design of the parking garage, and process applications received from DPRE.

Complete tenant improvements to the county's landmark facility in Kimball Junction (former Skullcandy headquarters building), occupy the building, and open it to the public.

Cline Dahle: Support progress on the public-private partnership with Columbus Pacific Development, ensuring integration of components with the county's broader housing and economic strategies.

Facilities Master Plan: Implement Phase One of the facilities master plan from 2025 with a specific focus on improvements and systems upgrades to the County Courthouse.

Strategic Objectives:

- Growth Management & Regional Planning
- Local Housing Choice
- Transportation & Congestion
- Environmental Stewardship

Department-Driven Work that May Require Council Input

County Administration

- State legislative session and Summit County's legislative working group
- Federal lobbying
- Peak Performance Initiative
- Childcare Initiatives
- Employee engagement initiatives
- Capital projects: Skullcandy tenant improvements, floor 2 of Skullcandy building, demolition of Sheldon Richins building, public-private partnerships with DPRE and Columbus Pacific, tenant improvements to the former Mountain Regional Water building, implementation of Phase One of the Facilities Master Plan
- Help HR pilot new merit pay and performance evaluation systems
- Continue to facilitate working group for the Solid Waste Action Plan addendum

Animal Control

- Update Animal Control Code (noise ordinance and kennel permit)
- Collaborate with Communications and Public Engagement Department on a communications and education campaign that differentiates animal control from a rescue, educates the public on enforcement, and improves public relations
- Continue working with contracted animal behaviorist to rehabilitate animals that come into the shelter as a means to reduce euthanasia rates and to keep staff safe by identifying aggressive behaviors in animals

Communications and Public Engagement

Support communications and public engagement around Council directives, departmental initiatives, and crisis response management

Community Development Department

Planning Projects

- Canyons Village
- Park City Outlets ("Junction Commons") Redevelopment
- Utah Olympic Park
- FJ Gillmor Subdivision
- DPRE/County/HVT Public Private Partnership
- Support and work hand-in-hand with the Summit County Housing Authority and Economic Development Departments on affordable and workforce housing initiatives
- Respond to applications and legislative changes at the state level
- Assist Recycle Utah with the Conditional Use Permit (CUP) and Master Planned Development (MPD) processes for their application on FJ Gillmor Lot 4

Community Development Department (cont'd)

Development Code Amendments:

- Affordable Housing overlay
 - Create new zones
 - Transportation study requirements
 - Accessory building revisions
 - Ridgeline development
 - Architectural design guidelines
 - Height
 - Use tables and definitions
-

County Fair & Special Events

- Plan for and put on the 2026 County Fair with an eye to sustainability, such as food waste and bike valet. Also work to improve the rodeo (i.e. theme nights) and increase revenues, increase participation in the home arts program, and improve communications about fair schedule and offerings
 - Work to acquire grants to fund safety improvements to the County fairgrounds
 - Revise event and film permitting applications
 - Manage the USU Extension contract
-

Economic Development & Housing

- Amend the Moderate Income Housing Plans as necessary for the Snyderville Basin and Eastern Summit County planning districts to remain compliant with Utah Code
 - Update the “Fee in Lieu” provisions within the Summit County Code
 - Work with the Summit County Housing Authority and other non-profit housing development partners to provide housing services benefitting low-and moderate-income residents
 - Complete the development of a Housing Dashboard and GIS Land Prioritization tool
-

Emergency Management & Wildland Fire

- Work with Park City Municipal Corporation on the next iteration of Summit County’s Pre-Disaster Hazard Mitigation Plan (due 2027)
 - Transition to being imbedded with Park City Fire District and the Summit County Sheriff’s Office
-

Facilities Department

- Implement Phase One of the facilities master plan
 - Complete budgeted projects for all county facilities
 - Right-size county fleet
 - Assist with all the capital projects and office moves in 2026
-

Finance Department

- Deploy and implement new financial accounting and payroll technology system
- Annual Financial Audit
- Prepare 2027 budget
- Prepare 5-year capital improvement plan, utilizing updated facilities study
- Bill and collect annual assessments for appropriate assessment districts
- Assist Administration with ongoing Peak Performance Initiative
- Hire and onboard new grants coordinator

Health Department

Public Health

- Build new department-wide Strategic Plan (2026-30)
- Recognition by the Public Health Accreditation Board
- Develop Targeted Case Management/Wise Woman/Pre-School Development Grant (0-8 Programs)
- Increased focus on cancer awareness/screening in Women's Health programming
- Navigate uncertainties in federal funding, vaccine policies, and the increased presence of preventable childhood diseases

Behavioral Health

- Establish a Stabilization & Mobile Response Team for kids
- Establish a transitional housing framework for individuals participating in recovery court or with a behavioral health diagnosis
- Expand youth prevention coalitions in the North Summit and Park City school districts to enhance prevention efforts
- Develop a new suicide prevention strategic plan to include postvention for all tiers of response.
- Complete updates to the Summit County Mental Wellness Strategic Plan

Sustainability

- Adopt resolution updating the county's sustainability and climate change action goals
- Continue participation in Utah Renewable Communities to advance community wide renewable energy goal. Contemplate approving ordinance following Public Service Commission program approval which would officially adopt the community renewable energy program for Summit County
- Support local businesses taking sustainability actions through implementation of the Green Business Program and align program with updated Summit County Sustainability and Climate Change action goals
- Integrate sustainable design and construction best practices into capital improvement projects and review of development applications
- Other: Continue Climate Change and Public Health Speaker Series; Support efforts to increase diversion and improve recycling rates in the county's solid waste management program; and continue to support the General Plans updates efforts

Heritage & Arts

History

- Assist with completing histories of Ure Ranch and 910 Ranch including oral history interviews with owners. Assist with possible history-related programming.
- Work on plans to secure a new site for the Summit County Museum

Library

- Prepare to move and then move the Kimball Junction branch to the former Skullcandy building once renovations are completed
- Expand educational and social opportunities for children, teens, and adults through library programming, including partnering with the seniors director to provide routine skills development courses for seniors, specifically in technology and cyber security, among others

Public Art

- Complete RFP and installation of public art benches at the Justice Center as part of the Sheriff and Attorney's offices expansion
- Plan public art installations for the new landmark facility in Kimball Junction

Human Resources/Personnel

- Advance recommendations from subcommittees to the Compensation Committee based on direction given in the Compensation Committee's 2024 report. Specifically in 2026, this includes rollout of the new PTO policy and piloting the new merit pay and performance evaluation systems
- Continue to support a benefits program to retain personnel to accomplish the work plan
- Training of employees on numerous areas for successful working operations
- Onboard new FTE budgeted in 2026

Information Technology

- Improve online transactions with public and internally
 - Asset management system
 - Keep working cybersecurity plans utilizing tools provided with grants
 - Reduce technical debt by more training on current technology contracts
 - Implement Tyler Enterprise system
 - Support new facilities
-

Lands & Natural Resources

- Create internal multi-departmental Summit County working group to better understand how water is used in county operations, where it comes from, how usage compares to water rights inventory, and make a plan for future use and change applications
- County lands uses policy with Attorney's Office (allowable commercial uses on county lands that would require permits and/or leases) and create fee schedule
- Work with budget committee to implement staffing plan in future county budgets. Once staff are on board, start implementation of Phase One of the recreation plans on the Ure Ranch and 910 Ranch (must be done in 2027)

Public Works Department

- Acquire certificate of occupancy for the expansion building to the Justice Center and move in Sheriff's Office and Attorney's Office in February 2026
- Start remodel of the old Sheriff's Office at the Justice Center to be completed in September 2026

Engineering and Roads Department

Projects that include interdisciplinary collaboration and coordination with Transportation Planning Division, Engineering, and Roads:

- Old Ranch Road Trail and Road reconstruction
- SR-32 trail in South Summit
- Work with UDOT on improvement to Silver Summit/US-40 interchange
- Bridge infrastructure and maintenance

Solid Waste Management

- Continue and expand diversion projects at both landfills
- Implement remote recycling drop-off sites and hire new landfill spotter

Stormwater

- Education and outreach
- Permitting

Weeds

- Expand community weeds tours
-

Senior Citizens Program

- Complete strategic plan
 - Implement fourth congregate meal at the Park City Senior Center
 - Add a second county-sponsored monthly activity at each of the three senior centers
 - Partner with the library to provide routine seniors skills development courses, specifically in technology and cyber security, among others
 - Onboard budgeted driver to transport seniors to activities
 - Continue to seek grants and other funding opportunities for enhanced programming for seniors
-

Transportation Planning

- Manage the vanpool program
- Finalize the Transportation Sales Tax (TST) policy update, select regionally significant projects for 2026, and determine project status for completion or reallocation of funds
- Support the High Valley Transit (HVT) design and construction of the SR-224 Bus Rapid Transit (BRT)
- Operate and expand the Summit Bike Share program
- Complete the Active Transportation Plan update and begin implementation of action items
- Construct the SR-32 trail segments between Oakley and Kamas and between Kamas and Francis
- Identify priority projects and coordinate with state and local partners to support development of the Utah Trails Network, including:
 - Parley's Trail
 - Highland Drive Tunnel
 - Millennium Trail
 - Phoston Spur
 - SR-32 Trail
 - SR-248 Trail
- Complete the US-40 Corridor Study to increase mobility, connectivity, and resilience between Summit and Wasatch counties
- Complete the SR-32 Corridor and City Centers plan to development a wholistic transportation and land use vision to increase quality of life in south Summit County



**Council-Manager Compact for County Work Plan
Summit County
2026 Fiscal Year
[Adopted 12/17/2025]**

The Summit County Council and County Manager agree that this compact outlines the County’s Fiscal Year 2026 Work Plan and how the Council, Manager, and Staff will share the responsibility for advancing the County’s strategic priorities. It also describes the Council’s and Manager’s respective roles and responsibilities in directing staff to work on special projects, and a commitment to considering staff resources and County budget when revising the Work Plan.

RATIONALE FOR COMPACT

- To have clear, well-defined, and achievable accomplishments for Summit County
- To communicate expectations clearly to the community, down to the specific project level
- To consider Staff resources and budget when committing to projects, work, and activities
- To better align the budget to the County’s work
- To focus on the projects/work that most significantly advance or set the foundation to advance the Council’s strategic priorities within the limits of the County’s resources
- To more effectively plan for future (multi-year) tasks, projects, budget and resources and follow up on strategic priorities
- To facilitate the Council thinking and performing at a strategic, big-picture level, setting direction for the County and empowering Staff to figure out and implement the details

JOINTLY DEVELOPED

The Council, Manager and Staff of Summit County partnered together to develop this Council-Manager compact. The Council set the strategic objectives, the Manager worked with Staff to add projects to advance each strategic objective, and Staff provided input on the types of support they need and data on the capacity of their departments to complete special projects. All parties partnered together to define their roles and responsibilities and came to agreement on how decisions will be made regarding the Work Plan and how it is revised. The Council and Manager will review this compact annually and make suggested revisions based on an evaluation of the needs of the community and feedback received from Staff and the community.

For this compact to be successful, it is first important to understand the Council’s and Manager’s performance goals:

COUNCIL’S GOALS:

- *Make policy decisions and set direction for the County focused on the health, safety, and welfare of the citizenry and visitors, and financial stewardship of taxpayer dollars*
- *Regional collaboration*
- *Take action in a timely manner, meeting the needs of citizens*
- *Work collaboratively with local and regional partners to achieve mutually beneficial goals*
- *Stay focused on the tasks outlined in the Work Plan and be deliberate about new initiatives that may arise*

MANAGER’S GOALS:

- *Recruit and retain talented employees with expertise within their given field*
- *Work to avoid employee burnout, including advising the Council in setting realistic goals and expectations based on staff capacity and budget*
- *Have tangible, meaningful accomplishments that best serve the residents of Summit County*
- *Avoid constant changes in direction to Staff and to the organization*
- *Provide Staff with focus-specific tasks that can be achieved in a reasonable amount of time*
- *Stay focused on the tasks outlined in the Work Plan and be deliberate about new initiatives that may arise*

To meet these goals, the Council and Manager will work together to:

- Work within the bounds of one’s specific roles and responsibilities
- Support Staff and lean on their expertise to facilitate tangible accomplishments
- Focus on priorities and communicate frequently, particularly when a mid-year change to the Work Plan is desired
- Schedule Council work sessions to facilitate planning, discussion, and resources (budget and staff) around projects included in the Work Plan
- Align budget and Staff resources with expectations involving projects and workload
- Collaborate with Staff and the community on setting priorities and the Work Plan

The Council, Manager, and Staff commit to:

COUNCIL’S RESPONSIBILITIES:

- (1) *Think and perform at a strategic level, collaborating and giving direction to County Manager and Staff on projects to advance the Council’s strategic priorities; empowering Staff to figure out the implementation details*
- (2) *Respect County Manager and Staff process without unilateral redirection by individual Council members*
- (3) *Align the strategic priorities with the County budget*
- (4) *Go to the Manager with requests that require Staff resources, rather than directly to Staff*
- (5) *Before going to the Manager with a project request or work order, have a discussion on the issue with the full Council in a public meeting to confirm commitment of resources and redirection from other previously agreed upon priorities*
- (6) *Initiate a joint conversation with the full Council and Manager as priorities change or new ones arise about any revisions to the Work Plan outside the annual review, so resources and budget can be evaluated, and a decision made about which project to remove from the Work Plan to accommodate the new item*

MANGER’S RESPONSIBILITIES:

- (1) Direct and monitor Staff on projects, process, and progress*
- (2) Help Staff figure out work details and implementation strategies as appropriate*
- (3) Respond to Council requests*
- (4) Communicate frequently with Council on progress made on projects and strategic objectives*
- (5) Address barriers and challenges with the Council and Staff as barriers and challenges surface that impact progress made on projects and strategic priorities*
- (7) Engage in a joint conversation with the full Council as priorities change or new ones arise about any revisions to the Work Plan outside the annual review, so resources and budget can be evaluated and a decision made about which project to remove from the Work Plan to accommodate the new work*
- (6) Remove a project from the Work Plan if a decision is made by the Council to add a new priority or project outside of the annual review*

STAFF RESPONSIBILITIES:

- (1) Communicate to the Manager a change in capacity or resources that would impact progress made on agreed projects in the Work Plan*
- (2) Provide quarterly updates (or as requested) to the Manager on actions completed on projects*
- (3) Communicate to the Manager progress made on projects and strategic objectives and any barriers or challenges encountered impacting that progress*
- (4) Inform the Manager of any requests received from the Council or community*
- (5) Help the Council and Manager communicate the Work Plan and progress made to the community*
- (6) Provide feedback to the Council and Manager at the annual review of this compact and the Work Plan*

COMMUNICATION ABOUT THE WORK PLAN:

The Council and Manager are committed to frequent two-way communication with each other, Staff and the community about the County’s strategic priorities and Work Plan. Some examples of how the parties will communicate are:

- *Meetings*
- *Emails*
- *Public meetings*
- *County website*
- *Employee town halls*
- *Social Media*
- *Local media outlets*
- *Library branches*
- *Word of mouth*
- *Other*

THE FISCAL YEAR 2026 WORK PLAN:

The County Council’s Strategic Objectives Are:

- **Growth Management and Regional Planning:** The County will manage and mitigate the impacts of growth internally and through working with municipal and regional partners. The County will examine policies currently in place to determine the best ways to support growth management. Specifically, along with municipal and regional partners, Summit County will:
 - Discuss the desired growth and development patterns across jurisdictional borders
 - Develop necessary programs and explore opportunities for working together
 - Understand our impacts on each other
 - Utilize growth and development tools to enhance quality of life with a focus on connection and coordination around the regional’s physical, natural, and economic environments and communities
- **Local Housing Choice:** In 2026, Summit County will continue to assess ways to facilitate a diverse and thriving County evidenced by a wide variety of housing – both prices and type that will result in the creation and retention of welcoming neighborhoods, which work together to make up the larger County
- **Transportation and Traffic Congestion:** The County will work closely and collaborate with federal, state, and local governments, as well as regional transportation service providers and community partners, to plan, program, and build a transportation system to reduce traffic congestion and, provide robust transportation options that promote safe, reliable, comfortable, and healthy transportation solutions
- **Environmental Stewardship:** The County will demonstrate leadership and set direction for plans, policies, partnerships, and initiatives to secure, protect, and conserve our water, land, and air quality for the present and future, as well as implement an internal organizational culture that supports environmental stewardship. This public health issue involves the County’s health department, sustainability division, landfill, county lands and natural resources, public works department, and community development department, and requires a collaborative, all-of-government effort

Attachment:
Summit County’s 2026 Work Plan

County Council Signatures:

_____ Date: _____ Date: _____

_____ Date: _____ Date: _____

_____ Date: _____

County Manager Signature:

_____ Date: _____

MEMORANDUM



TO: Summit County Council
FROM: Janna Young, Deputy County Manager
MEETING: December 17, 2025
SUBJECT: Consideration and possible approval of a contract with Zwick Construction for tenant improvements to Summit County's landmark facility in Kimball Junction (a.k.a. former Skullcandy Headquarters)

Recommended Council Action

Approve the proposed contract with Zwick Construction to complete renovations to the former Skullcandy Headquarters building for county services.

Introduction

In May 2024, Summit County purchased an approximately 45,000-square foot building in Kimball Junction for \$17.5 million that housed the corporate headquarters of Skullcandy, Inc., a headphones technology company. In July 2025, the county signed a new lease agreement with Skullcandy, allowing the company to vacate the building by the end of September 2025. This milestone cleared the way for the county to move forward with its vision to transform the building into a landmark government facility in Kimball Junction, housing a range of county services and offices, including a library branch, DMV operations, County Council meeting space, conference rooms, and other county services.

Background

Since purchasing the building, county staff have been working with GSBS Architects on a design for the first floor of the building that includes a new library, DMV office, Council dais and meeting room, conference rooms, county employee break room, and employee touch down workspaces. That design process is finished and involved individuals from the County Manager's Office, library, County Treasurer and Department of Motor Vehicle (DMV), facilities department, Information Technology (IT) department, and Council members Tonja Hanson and Canice Harte. Highlights of the design include:

- A single point of entry for all of the public for easy wayfinding
- A public lounge/lobby area near the front entry
- Several conference spaces, as well as a large multipurpose room that the county can use for a variety of training, film screenings, meetings, and other functions (meeting space is the biggest need currently in county facilities, particularly in the Kimball Junction area)
- Overall safety is addressed in all of the spaces, especially in the Council meeting space

Bid Process for General Contractor

The county issued a Request for Proposals (RFP) for a General Contractor (GC) on September 26, 2025, to complete the renovations to the building. That RFP closed on October 24th. Eight construction firms submitted responses: Big D Signature, Zwick Construction, Willmeng Construction, Judd Construction, Paulsen Construction, Silverleaf Partners, Stout Building Contractors, and North Ridge Construction. Those proposals were scored by a committee that included individuals from the County Manager’s Office, Library, Facilities Department, IT Department, and GSBS Architects. The top three firms – Big D Signature, Willmeng Construction, and Zwick Construction – were invited for interviews, which occurred on November 10, 2025. After the interviews, all three firms were asked to complete and send back a form that outlined their proposed costs and general conditions. Final combined scores from the interviews and cost proposals resulted in the contract award to Zwick Construction.

Since this is a multi-million dollar project, the county’s purchasing policy requires the County Council to approve the contract. For consideration and possible approval today is the proposed contract with Zwick Construction, using American Institute of Architects (AIA) Documents A102, A102 Exhibit A (Insurance and Bonds), and A201 (General Conditions).

Elements of the Proposed Contract

AIA Document A102 is a standard contract between an owner and contractor for large projects, defining payment as the cost of the work plus a fee with a Guaranteed Maximum Price (GMP). It provides flexibility for actual costs while capping the owner's financial risk, allowing for shared savings if the project finishes under the GMP. This form works with and is accompanied by AIA Document A201, General Conditions, which provides additional protections for both the owner and contractor.

Elements of the agreement include:

- The contract documents
- Relationship of the parties
- Date of commencement and substantial completion
- Contract sum
- Changes in the work
- Costs to be reimbursed
- Costs not to be reimbursed
- Discounts, rebates, and refunds
- Subcontracts and other agreements
- Accounting records
- Payments
- Dispute resolution
- Termination or suspension
- Miscellaneous provisions

The GMP for this contract is \$3,971,928. It includes a contingency in the amount of 2% of the total construction cost, which is available for the General Contractor's exclusive use for costs that are incurred in performing the work that are not included in a specific line item or the basis for a change order under the contract documents. In addition to GMP, the contract commits the county to paying a total of \$290,107 (\$48,351 per month) in contractor's fees/general conditions. These two costs together equal a total of \$4,262,035.

Conclusion

Staff recommends approval of the attached AIA Documents A102, A201, and exhibits, so that tenant improvements to the Skullcandy building can proceed. With design work complete and permit applications already submitted to the Summit County Community Development Department, the project is positioned to move quickly into construction. Once underway, renovations are expected to take approximately six months (180 days).

As the Council is aware, other public-private partnership agreements and facility plans in Kimball Junction, specifically the new transit center and parking structure, will trigger demolition of the Sheldon Richins Building. Completion of the Skullcandy tenant improvements is therefore critical to relocating the county services, programs, and personnel currently housed in

the Richins building. Advancing this contract now ensures continuity of operations, minimizes disruption to the public, and keeps the county's broader facilities strategy on schedule.

Attachments:

1. AIA Document A102
2. A102 Exhibit A
3. A102 Exhibit B, Zwick Bid Response
4. A102 Exhibit C, Drawing index, specification index, and addendum indexes
5. AIA A201 General Conditions

DRAFT AIA® Document A102® - 2017

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Summit County
Summit County Courthouse
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017

County Manager: Shayne C. Scott
Telephone: (435) 477-2873
Email: sscott@summitcountyutah.gov

and the Contractor:
(Name, legal status, address and other information)

Zwick Construction Company
434 W. Ascension Way, #150
Salt Lake City, UT 84123

President & CEO: Darin C. Zwick
Telephone: (801) 484-1746
Email: dzwick@zwickconstruction.com

for the following Project:
(Name, location and detailed description)

Summit County Kimball Junction Landmark Facility (Tenant Improvements)
6301 North Landmark Drive
Park City, Utah 84098

The Architect:
(Name, legal status, address and other information)

GSBS Architects
375 West 200 South
Salt Lake City, UT 84101

Project Architect: Jeff Bolinger
Telephone: (801) 521-8600
Email: jbolinger@gsbsarchitects.com

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A102™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- [] The date of this Agreement.
- [] A date set forth in a notice to proceed issued by the Owner, which date shall be mutually agreeable to Owner and Contractor, and further subject to the conditions that all required insurance coverages to be provided by the Owner and Contractor are in place, the required general building permit for the Work has been bound and the Project is fully accessible, unencumbered and available to Contractor..
- [] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

[]

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

- [] Not later than «One Hundred and Eighty» («180») calendar days from the date of commencement of the Work.
- [] By the following date: « »

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| | |

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor’s Fee.

§ 5.1.1 The Contractor’s Fee:
(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor’s Fee.)

The Contractor’s general conditions costs total **\$290,107.00**. These general conditions costs shall be paid as a lump sum rate of **\$48,351.00** per month for the duration of the project, which costs are not subject to audit after the execution of this Agreement. The rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a modification. The Contractor’s general conditions shall be billed in equal monthly installments based upon the initial Contract Time. The Contractor’s general conditions shall be for the sole and exclusive use of the General Contractor. Any unused general conditions costs shall not be considered for shared savings. In the event the entirety of the general conditions line item is not used, any balance of the full lump sum amount of the general conditions shall be due to the Contractor at final payment.

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Work Performed In-House / Self Performed Work: Owner will pay the Contractor a markup on self-performed Work of 10% of the Cost of Work.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

Change Order: 6.68% of increased Cost of Work

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

First Tier Subcontractors are allowed a 10% markup fee.
Second Tier Subcontractors are allowed a 5% markup fee.
(First Tier and Second Tier = Total Subcontractor markup fee of 15%)

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed ~~ten~~ percent (~~10~~ %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price Per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ 5.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Upon mutual agreement to a Substantial Completion date for the Project, the Contractor acknowledges that the failure of the Contractor to achieve Substantial Completion by the date agreed upon will result in incalculable and irreparable damage to the Owner and that the Owner has no adequate remedy at law for such failure. Therefore, the Contractor agrees to immediately pay to the Owner on written request the sum of Five Hundred Dollars (\$500.00) per day for each calendar day after the date of Substantial Completion set forth above that the Work has not achieved Substantial Completion.

§ 5.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

GMP Contingency. The GMP includes a Contingency in the amount of 2% of the Total Construction Cost which is available for Contractor's exclusive use for costs that are incurred in performing the Work that are not included in a specific line item or the basis for a Change Order under the Contract Documents.

The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Contractor to increase the GMP under the Contract Documents. Contractor shall provide Owner with notice of all anticipated charges against the GMP Contingency.

The Contractor shall keep the Owner advised of all costs or anticipated costs charged against the GMP Contingency. All transfers from the GMP Contingency shall be documented (not less frequently than once per month) by the Contractor and reported to the Owner as Costs of the Work.

The GMP Contingency shall not be interpreted as a fund to be used for upgrading, changing or increasing the Scope of Work, equality, quantity changes or for covering expenses incurred for accelerations of the work, unforeseen conditions, force majeure issues or for any other reason for which the Contractor is otherwise entitled to a Change Order under the provisions of the Contract Documents.

Unspent contingency funds realized at the end of the project shall be split 60% to the Owner and 40% to the Contractor.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum (aka Guaranteed Maximum Price, or “GMP”) is guaranteed by the Contractor not to exceed «THREE MILLION NINE HUNDRED SEVENTY-ONE THOUSAND NINE HUNDRED TWENTY-EIGHT DOLLARS» (\$ «3,971,928.00»), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

| Item | Price |
|------------------------------------|-------|
| See Exhibit B – Zwick Bid Response | |

§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
| | | |

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price: *(Identify each allowance.)*

| Item | Price |
|------|-------|
| | |

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based: *(Identify each assumption.)*

« »

§ 5.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Contractor’s Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor’s Fee shall be equitably adjusted

on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

§ 6.5 Changes beyond Contractor's Reasonable Control

If the Contractor incurs additional costs at any time in the commencement or progress of the Work by any cause beyond the reasonable control of the Contractor, the Contractor shall be entitled to an equitable adjustment in the contract price. Examples of causes beyond the control of the Contractor include, but are not limited to, the following: acts or omissions of the Owner, the Owner's design professionals, or others; changes in the Work or the sequencing of the Work ordered by the Owner or arising from decisions of the Owner that impact the cost of the Work; shipping or transportation delays not reasonably foreseeable; volatile inflation increases; tariffs; material price escalations not reasonably foreseeable; labor disputes not involving the Contractor; general labor disputes impacting the Project but not specifically related to the Worksite; fire; terrorism, epidemics, adverse governmental actions, unavoidable accidents or circumstances; named catastrophic weather events directly impacting the work; encountering Hazardous Materials; concealed or unknown conditions; and costs authorized by the Owner pending dispute resolution. The Contractor shall process any requests for equitable adjustment of Contract Price in accordance with applicable provisions of this contract. If Contractor's performance of the work is delayed by causes beyond Contractor's control, Contractor shall notify the Owner in writing of such delays and/or increased costs. Notwithstanding, any increase must meet each of the following criteria:

- (i) the claimed increase must be the result of causes or circumstances beyond the reasonable control of Contractor;
- (ii) satisfactory evidence supporting the claimed increase from the applicable material supplier must be provided to Owner after discovery of such increase; and
- (iii) the claimed increase must not result or arise from the mistakes or errors of Contractor, any Subcontractor or material supplier.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

« NA »

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining

agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be

included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is

awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

«NA »

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the «30th» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «20th» day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «twenty» («20») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by

dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Five percent (5%) »

§ 12.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«Insurance, bonds and general conditions»

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

«NA»

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

«NA»

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the

substantiated amount reported by the Owner’s auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect’s final Certificate for Payment.

§ 12.2.3 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

«NA»

§ 12.2.4 If, subsequent to final payment, and at the Owner’s request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

In accordance with Utah’s Prompt Payment Act

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

«NA»
« »
« »
« »

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[«X»] Arbitration pursuant to Section 15 of AIA Document A201–2017

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor for Work properly executed, including the costs of items fabricated off the Project site and cost of suitably stored materials, retainage earned to date, costs of demobilization and costs incurred by reason of the termination, including, but not limited to costs to terminate other existing agreements. In the event of a termination under this Section, the Construction Manager shall not be required to fulfill any warranty obligations for incomplete building systems and assemblies.

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner's representative:

(Name, address, email address and other information)

Janna Young
Assistant County Manager
Summit County Courthouse
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017

Telephone: (435) 336-3018
Email: jyoung@summitcountyutah.gov

§ 15.3 The Contractor's representative:
(Name, address, email address and other information)

Ryan Earl
Zwick Construction Company
434 W. Ascension Way, #150
Salt Lake City, Utah 84123

Telephone: (801) 520-8099
Email: rearl@zwickconstruction.com

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

«NA»

§ 15.7 Other provisions:

« »

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A102™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

« »

.5 Drawings

| Number | Title | Date |
|--------|-------|------|
| | | |

.6 Specifications

| Section | Title | Date | Pages |
|---------|-------|------|-------|
| | | | |

.7 Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
| | | |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

.8 Other Exhibits:
(Check all boxes that apply.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
| | | |

Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
| | | | |

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« Exhibit B – Zwick Bid Response»
 « Exhibit C – Drawing Index, Specification Index, and (2) Addendum Indexes»

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Shayne C. Scott, County Manager
(Printed name and title)

CONTRACTOR (Signature)

Darin C. Zwick, President & CEO
(Printed name and title)

DRAFT AIA® Document A102® - 2017

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Summit County Kimball Junction Landmark Facility (Tenant Improvements)
6301 North Landmark Drive
Park City, Utah 84098

THE OWNER:
(Name, legal status and address)

Summit County
Summit County Courthouse
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017

THE CONTRACTOR:
(Name, legal status and address)

Zwick Construction Company
434 W. Ascension Way, #150
Salt Lake City, UT 84123

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction. Article 11 of A201™-2017 contains additional insurance provisions.

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§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

| Causes of Loss | Sub-Limit |
|----------------|-----------|
| | |

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Contractor’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

| Coverage | Sub-Limit |
|----------|-----------|
| | |

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure

against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

| Coverage | Limits |
|----------|--------|
| | |

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «ONE MILLION DOLLARS» (\$ «1,000,000.00») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «ONE MILLION DOLLARS» (\$ «1,000,000.00») each accident, «ONE MILLION DOLLARS» (\$ «1,000,000.00») each employee, and «ONE MILLION DOLLARS» (\$ «1,000,000.00») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than «ONE MILLION DOLLARS» (\$ «1,000,000.00») per claim and «ONE MILLION DOLLARS» (\$ «1,000,000.00») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

«NA»

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [« »] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: *(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

- [« »] § A.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

- [« »] § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [« »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the

construction site on an “all-risks” completed value form.

[« »] § A.3.3.2.5 Property insurance on an “all-risks” completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall not be required to provide payment and performance bonds for this project.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

<< >>

SUMMIT COUNTY'S KIMBALL JUNCTION LANDMARK FACILITY

T E N A N T I M P R O V E M E N T S E R V I C E S

Package prepared by Zwick Construction Company



SION | INTEGRATED TEAMWORK
TRAINING ROOM



INTRODUCTION TO FIRM

third-generation, family-owned
Commercial Construction

SINCE 1969



Summit County Selection Committee,

On behalf of Zwick Construction, I am pleased to submit our proposal for the Kimball Junction Landmark Facility project for Summit County. This is an exciting and important endeavor, one that will serve the community for many years to come. I certify that our team is ready and excited to get to work to bring this project to life.

A project this size and complexity will certainly require a cohesive and experienced team. As such, we have provided our finest builders to the project—our Tenant Improvement and Special Projects Division. This team has dedicated their entire careers to remodels and tenant improvements. Because of that, they are experts at working within existing spaces, building safely, and working amidst unknowns.

This team has already spent hours working on an effective site plan to not only deliver a safe project, but also a timely and cost-effective project. They know the intricacies of these office remodels, having delivered very similar projects in the past.

At Zwick, our motto is to “strengthen relationships by exceeding expectations.” That is our promise to Summit County. We want to become more than just a general contractor; rather, we hope to form a relationship of trust that continues years into the future. It would be our honor to partner with you on this notable project.

Darin C. Zwick
President & CEO
Zwick Construction Company





2

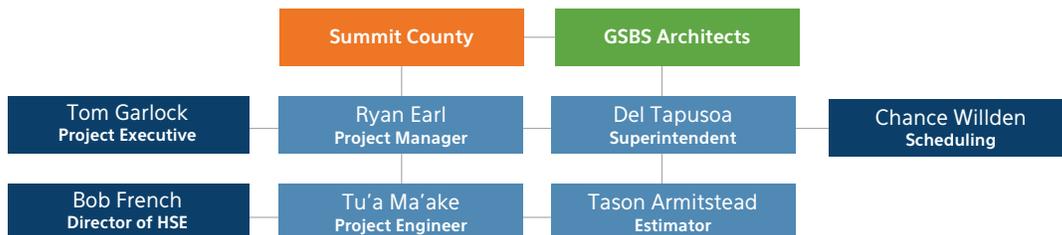
PROJECT TEAM

The Finest Team *for Summit County*



OUR TENANT IMPROVEMENT & SPECIAL PROJECTS DIVISION

Our Tenant Improvement and Special Projects Division will be heading this project for Summit County—and truly there is no more qualified, experienced team. These talented individuals have focused their entire careers around similar remodel projects. Moreover, this project team has worked together on many projects, including the PACS Office, Ford Building, and more. They have a particular skill of delivering office and municipal projects.



CHECKS ALL THE BOXES

Not only does this team have the necessary qualifications to complete this project, but they work well *together*. Their past experience has allowed them to become experts at their roles, working interdependently to create cohesion.

Above all, this team is dedicated to delivering their projects on-time and within-budget at the highest quality.

*a history of
working together*

| | Ryan Earl, PM | Del Tapusoa, SU | Chance Willden, SCH | Bob French, HSE |
|--------------------------|---------------|-----------------|---------------------|-----------------|
| PACS Office Remodel | ● | ● | ● | ● |
| Ford Building Remodel | ● | ● | ● | ● |
| Office Remodels | ● | ● | ● | ● |
| Municipal Projects | ● | ● | ● | ● |
| Summit County Experience | ● | ● | ● | ● |

RESUME

SUMMARY QUALIFICATIONS

Ryan heads Zwick Construction’s tenant improvement division. Over the years, he has managed a wide array of projects in the higher education, healthcare, municipal, office, retail, and recreational centers sectors. Because of that experience, Ryan understands deeply how to complete these projects within budget and according to schedule, while also taking precautions when necessary to keep operations within the building running and important areas open.

As project manager, Ryan will be involved in the scheduling, safety, and oversight of the project on a daily basis, managing the site and all personnel. Because of his passion and integrity, Ryan has earned the trust of many clients who have requested him on additional projects.

SPECIFIC PROJECT EXPERIENCE



PACS Corporate Office TI | Farmington, UT | 31,000 SF | \$500,000

This TI project for PACS required the replacement of the flooring and glass throughout most of the building. At completion, the remodeled space featured several new offices. Since the company still occupied the space during construction, our team was especially mindful of noise and dust levels to ensure that employees were not disturbed.



BYU Library TI Projects | Provo, UT | \$ N/D (<\$10M)

Throughout the years, Zwick has completed millions of dollars of projects at the Harold B. Lee Library. Most recently, Zwick delivered a large-scale remodel of several bathrooms. Because construction took place during the fall/winter semester in a nearly-silent library, teams took extra precautions to keep construction disturbances to a minimum.



Utah Department of Corrections Parole Center TI | Salt Lake City, UT | 180 beds, 45,000 SF | \$4.5M

This contract involved constructing an intake area, processing area, kitchen, and secured dormitory quarters for the Utah Department of Corrections. The original structure needed substantial renovation, requiring construction of two levels of housing inside an existing warehouse.



Springville Museum of Art Remodel | Springville, UT | 1 Acre | \$ N/D

The Springville Museum of Art is the oldest museum for the visual fine arts in Utah. In 1986, the building was listed on the National Register of Historic Places, then years later, construction began on a 20,000 SF addition to the museum which emphasizes education for children and provides extra gallery space for the museum.



Eagle Gate Apartments Remodel | Salt Lake City, UT | 20,000 SF | \$ ND

The project required the remodeling of the individual balconies and all amenity spaces throughout the building: the gym, pool, leasing offices, lobbies, and courtyard. Since residents still lived in the building, Zwick had to be mindful of those residents and ensure that they could maintain access to their apartments and other sections of the building.

RELEVANT EXPERIENCE

- Office TI Projects
- Summit County Experience
- Similar Size & Budget



Ryan Earl
Project Manager

EDUCATION

B.S., Technology Management
Utah Valley University

YEARS WITH FIRM

16

YEARS IN INDUSTRY

30



ZWICK
CONSTRUCTION

RESUME

SUMMARY QUALIFICATIONS

Del comes from a diverse construction background, having delivered projects in many industries and sizes. Throughout his over 25 years in construction, he has worked in estimating, inspections, materials managements, and on-site supervision.

As superintendent, Del will oversee the schedule, safety, and quality control of all project aspects. He leads projects to successful delivery through attentiveness to detail and effective communication. Del’s straightforward approach to supervision allows him to quickly gain the trust and cooperation of his subcontractors. Having completed millions of dollars of TI projects, Del is intimately familiar with dealing with unknowns while maintaining the budget and schedule.

SPECIFIC PROJECT EXPERIENCE



Ford Building Remodels | Salt Lake City, UT | 10,000 SF | \$200,000

Throughout the years, Zwick has completed a handful of small tenant improvement projects within the Ford Building. The first included gutting an existing tenant space, then remodeling the space for a new tenant. The second remodeled the front lobby and hallways within the building. The Ford Building was originally built in 1926.



Pillow Cube Office Building TI | Lindon, UT | 11,000 SF | \$200,000

Del completed this office build-out project for Pillow Cube, a start-up pillow company based in Utah County. This project created several offices, a lobby, conference rooms, and a breakroom for the employees of the company. The design was such to reflect the fun, playful brand. This project was completed in 2018.



Foothill Village Remodel | Salt Lake City, UT | 280,000 SF | \$12M

This contract aims to modernize the Foothill Village shopping center. The showpiece of the project will be a new plaza and tenant spaces, which required the demolition of the former Stein Mart. This intensive process required shoring and careful consideration during demolition. Additionally, each store in the mall received new facade storefronts.



PACS Corporate Office TI | Farmington, UT | 31,000 SF | \$500,000

This TI project for PACS required the replacement of the flooring and glass throughout most of the building. At completion, the remodeled space featured several new offices. Since the company still occupied the space during construction, our team was especially mindful of noise and dust levels to ensure that employees were not disturbed.



Sagewood Assisted Living Remodel | South Jordan, UT | 48,000 SF | \$150,000

Sagewood at Daybreak offers a full continuum of senior lifestyle options from Independent Living Residences to Assisted Living Apartments and Memory Care Suites located in Daybreak. This remodel project brought newer designs and technologies to the community. It was completed about a decade after the building was originally built.

RELEVANT EXPERIENCE

- Office TI Projects
- Summit County Experience
- Local Trade Partners



Del Tapusoa
Superintendent

YEARS WITH FIRM

4

YEARS IN INDUSTRY

28

CERTIFICATIONS/TRAININGS

- SWPPP Certified
- Plumbing, Heating, Cooling Contractor School Graduate





3

EXPERIENCE & REFERENCES



THROUGH YEARS OF EXPERIENCE,

We Know *TI* Projects



A TENANT IMPROVEMENT & SPECIAL PROJECTS DIVISION

We have a team of experts dedicated entirely to remodels, tenant improvements, and special projects. With this specialization, they're able to understand the complexities and requirements of quick and important projects.



EFFECTIVE STANDARD OPERATING PROCEDURES

Drawing from years of vast experience, this team has created standard operating procedures and best practices that help teams prepare for unknowns in existing buildings—minimizing change orders and schedule setbacks.



AN IMPRESSIVE PORTFOLIO OF PAST EXPERIENCE

Over the past two decades, our team has delivered hundreds of tenant improvement and remodel projects, including many municipal projects and publicly-funded projects. Learn more about these projects on the following pages.

Combining these advantages, our team has truly become experts at delivering tenant improvement projects throughout Utah.



PROJECT EXPERIENCE



PROJECT SIMILARITIES

- ❖ Office Project
- ❖ Tenant Improvement
- ❖ Similar Amenities
- ❖ Similar Scope
- ❖ Northern Utah

Q10 Bonneville Real Estate Capital

This TI and buildout project is located in Downtown Salt Lake City, on the 16th floor of the city’s high-rise office building, the 111.

The building’s unique structural design created no bearing exterior walls, allowing for full-height windows and no pillars. Similar to each buildout within the high-rise, mechanical, electrical, and

plumbing systems were installed above the concrete floor, within interstitial space below a modular finished floor system.

The architect and owner introduced high-end finishes and lighting to the project, which required close coordination with all trades to meet the scheduled completion.

This project was completed on time.

CONTRACT VALUE

\$1.2M
Change Orders: 2 (\$16,075)
(Owner Requested)

SIZE

12,000 SF

LOCATION

Salt Lake City, UT

ARCHITECT

FFKR Architects

OWNER REFERENCE

Q10 Bonneville Real Estate Capital
Henry Schwendiman, CMB
(801) 243-3939



PROJECT EXPERIENCE



PROJECT SIMILARITIES

- ❖ Municipal Project
- ❖ Tenant Improvement
- ❖ Similar Amenities
- ❖ Similar Scope
- ❖ Publicly-Funded

Iron County Courthouse

This remodel and renovation contract in Parowan, UT included the removal and upgrades of the building's mechanical, electrical, and plumbing system. It also included the remodel of most of the interior spaces, including the court room, administrative spaces, public areas, restrooms, and stairwell.

The 1970s-era building required the removal of asbestos. The new building was also upgraded to meet ADA standards.

County employees were temporarily relocated to a nearby facility while the demolition and work was performed, lasting 12 months.

This project was completed on time.

CONTRACT VALUE

\$3M
Change Orders: 6 (\$620,979)
(Owner Requested)

SIZE

20,000 SF

LOCATION

Parowan, UT

ARCHITECT

Mesa Consulting Architects

OWNER REFERENCE

Iron County
Dale Brinkerhoff, Commissioner
(435) 477-8340



PROJECT EXPERIENCE



Utah Tech University: Education Building Remodel

The “Old Science Building” on Utah Tech University campus was originally built in the 1960s. With the building sitting nearly vacant for the past few years, the owners decided to create more administrative and educational spaces for the College of Education by hiring Zwick Construction to complete a building-wide renovation.

At the start of the project in November 2021, teams gutted the entire space, then installed new MEP systems. The project had a

strict delivery deadline in August 2022 since the building will be used for classes in the fall semester; the team delivered the project ahead of schedule.

Because construction took place on a busy university campus, the team continually took precautions to keep the students and faculty of the campus safe, such as fencing and monitoring construction areas.

The project was delivered on time and received a 4.95 DFCM rating.

CONTRACT VALUE

\$5M
 Change Orders: 8 (\$338,685)
 (Owner Requested)

SIZE

40,000 SF

LOCATION

St. George, UT

ARCHITECT

Naylor Wentworth Lund Architects

OWNER REFERENCE

Utah Tech University
 Sherry Reusch
 (435) 652-7562



PROJECT EXPERIENCE



Harold B. Lee Library Various Improvements

Throughout the years, Zwick Construction has completed millions of dollars of projects at the Harold B. Lee Library. Most recently, Zwick delivered a large-scale remodel of several bathrooms. Because construction took place during the fall/winter semester in a nearly-silent library, teams took extra precautions to keep construction disturbances to a minimum. They installed ICRA walls to prevent noise and dust from traveling outside construction areas.

In previous years, our teams have completed remodels to learning areas and have replaced HVAC systems. They also replaced the chiller system in the upper levels of the library.

Due to our relationship with the owner, Zwick has been invited many times to complete projects across the campus as well, including some education buildings and facilities.

Each project was delivered on time.

CONTRACT VALUE

\$ N/D (<10M)
 Change Orders: 37 (\$159,285)
 (Owner Requested)

LOCATION

Provo, UT

OWNER

Brigham Young University
 Joseph Beck, Project Manager
 (801) 885-7311



PROJECT EXPERIENCE



PROJECT SIMILARITIES

- ❖ Office Project
- ❖ Tenant Improvement
- ❖ Similar Amenities
- ❖ Similar Scope
- ❖ Similar Timeline

Cafe Rio Corporate Headquarters

Zwick Construction has completed several Cafe Rio restaurant locations throughout Utah. When it was time to relocate their corporate headquarters, Zwick Construction was selected to perform the tenant improvement. The award-winning design was the product of Synectic Design Studio, and features high-

end finishes, custom application of reclaimed materials, as well as precision lighting, paint, and graphics. The project took three months to complete, and was completed on-budget and on-time by Zwick's tenant improvement division.

CONTRACT VALUE

\$1M
Change Orders: 5 (\$1,487)
(Owner Requested)

SIZE

15,000 SF

LOCATION

Salt Lake City, UT

ARCHITECT

Synectic Design Studio

OWNER REFERENCE

Cafe Rio
Terry Loock
(801) 441-5010



BOWERS RESIDENCES

A project designed by GSBS Architects, Bowers Residence is a high-end, mixed-use building. Zwick completed this project in 2023.

Since then, Zwick has maintained a strong partnership with GSBS Architects.

4

APPROACH & SERVICES



APPROACH & SERVICES

Our philosophy and approach to scheduling, construction, and more.

OUR CONSTRUCTION PHILOSOPHY

Zwick Construction is devoted to earning and keeping clients by delivering an exceptional building experience. Through the decades, we have developed effective practices for building projects safely, in accordance with the allotted schedule, within the budget, and at the highest quality possible. Our processes are transparent, and our teams deeply value their relationships with the owners and trade partners with whom they work. Guided by our core values—passion, integrity, and teamwork—we offer our clients the finest preconstruction and construction experience.

Our promise is to provide that same building experience to Summit County for the Landmark Facility.

Applying Our Philosophy for Summit County

We've already begun applying our construction philosophy for the Summit County project. Namely, we've identified a realistic project schedule (within six months), an accurate project budget, long-lead items and other potential building risks, an effective and safe logistics plan, quality control and close-out measures, and more. We'll continue this process throughout construction.

CONSTRUCTION MANAGEMENT PRACTICES

Preconstruction Phase

A great project begins with a solid preconstruction effort. Even with the drawings of the Summit County facility as complete as they are, our preconstruction team will be critical in preparing the project for a successful construction process. Experts on tenant improvement projects, they'll identify cost- and time-saving solutions, hire qualified trade partners, and mitigate risks surrounding building within an existing structure with various unknowns.

Selecting Qualified Trade Partners: Zwick has a defined process for prequalifying, vetting, and onboarding all trade partners. We have matched Summit County's goals to the specific talents and performance history of a subcontracting entity. Our comprehensive approach evaluated much more than just cost and schedule to minimize risk and ensure qualified partners are brought on board:

- ❖ Financial standing and bonding capabilities
- ❖ Safety record and performance
- ❖ Capacity, resources, and current workload
- ❖ Performance and quality on similar projects

Our goal is to mitigate and manage potential threats to the project's completion and budget.



Ensuring Accuracy of Bids: A major part of our trade partner selection process is ensuring the bids are accurate and fair. In order to provide that assurance, we always solicit at least three bid responses per trade from our prequalified trade partners. This practice gives us a clear perspective on industry prices. Our team meticulously reviewed these responses from our trade partners prior to cost estimate finalization.

Value Engineering: As applicable, Zwick will work continuously to deliver value engineering solutions to Summit County while maintaining GSBS's design intent. We will meet with the County and GSBS to understand and define project goals, then work within those restraints to find cost-saving solutions.

For example, our team has identified the following potential changes to protect the owner's budget while also providing a high-quality finish:

- ❖ **Using a heavy vinyl finish on the operable partitions, instead of PLAM finishes.**
- ❖ **Using Hunter Douglas instead of Mechoshade manufacturers for window shade products.**

See more examples of value engineering solutions on page 17.

Change Management

Our job is to protect the owner, taxpayer dollars, and ourselves by managing and mitigating risks to the budget. Our efforts begin with a thorough review of the contract documents starting with the drawings, specifications, proposed contract, and other supporting documents. We also utilize the combined years of experience our preconstruction team has gained in every project. That expertise gives us the foresight to know what elements are missing and how the project needs to be built. This thorough review during GMP preparation mitigates potential change orders, as they can be addressed while trade partner competitiveness can still be maintained.

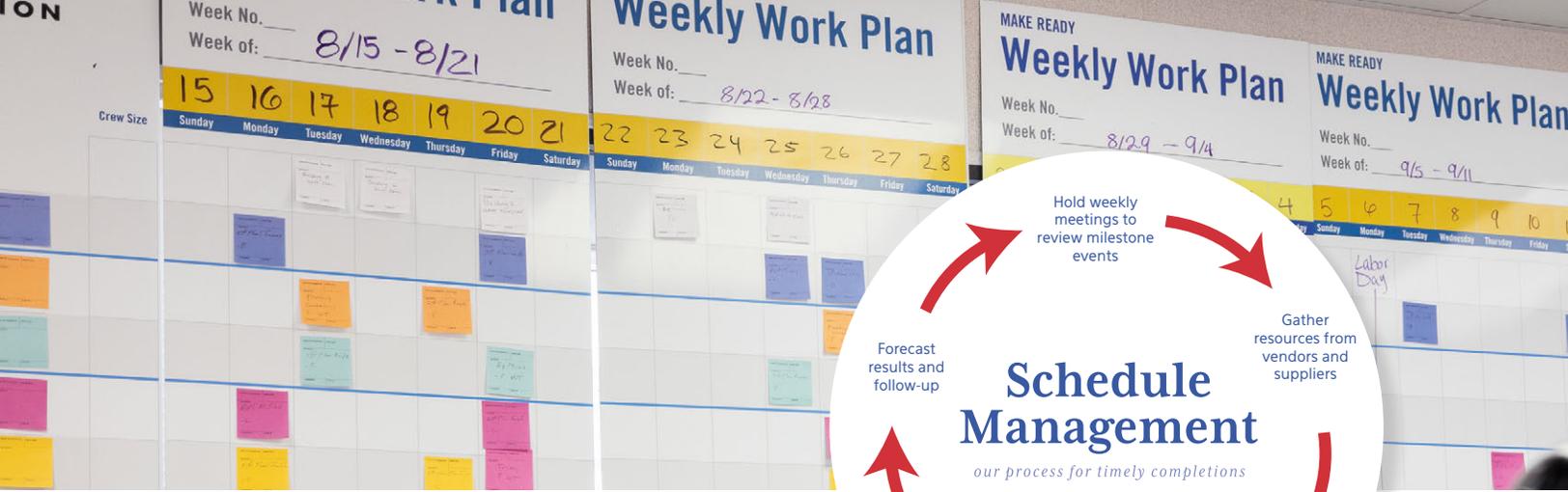
However, there are challenges that do arise during construction that have not been properly addressed through the contract documents. **When dealing with these issues, we require detailed and supported reasoning for how the proposed solution is clearly a needed change from what has been represented in the contract documents.** We also identify the associated cost and time impacts that may be incurred. Thoroughly reviewing this information gives us the insight to be confident the cost/time impacts provided are correct when they are subsequently presented to the owner. We also require all backup documentation for any possible change orders to justify any costs.

“Our job is to protect the owner, taxpayer dollars, and ourselves by managing and mitigating risks to the budget.”

Labor and material escalation has been a significant cost/time issue we have successfully mitigated repeatedly over the past years. Due to the quick turnaround time of this project, we do not foresee this being a major issue. However, we practice a very quick buyout process to make price escalations minimal to nonexistent.

Change events will be managed by Ryan Earl and stored in Procore, which allows stakeholders to have equal access as the issue is being resolved. All change orders will be discussed with owner and design team prior to work occurring so we can get items resolved quickly and for the most affordable price.





Scheduling Methods

With our thorough review of the drawings, our familiarity with the former Skullcandy Building, and our previous experience in Kimball Junction, we are confident we can deliver this project within the allotted six-month schedule.*

**Assuming permits have already been obtained by the County.*

We understand the role an accurate construction schedule plays in achieving overall success for a project. For this reason, part of our company’s project management strategy includes tight management of the schedule.

Utilizing Primavera P6 scheduling software, we have developed a high-level schedule early in the project, then we will integrate more detail to fit Summit County’s needs. We will hold weekly scheduling update meetings with our project team and trade partners to track progress and identify potential problems that could affect the critical path.

To ensure that our projects are completed according to schedule, we consistently identify any source of slippage, then implement a recovery plan with the trade partners affected in the delay. Each change event will be supported with a detailed schedule that is managed throughout the duration of the project. Del Tapusoa is heavily involved in determining and mitigating the schedule impact.

Long-Lead Items: Much of a project’s progress relies on defining long-lead items as early as possible and accurately representing them in the schedule. Our preconstruction meetings will define these variables and track the progress. Our team has already identified items that will likely take a significant time to procure, **including the light fixtures.** We will get



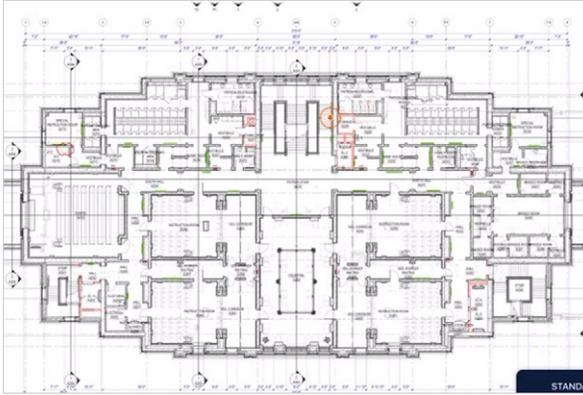
to work immediately to ensure materials are acquired promptly to keep the project on schedule.

Mitigating Weather Concerns: Our team is aware of potential weather concerns which will undoubtedly affect the Summit County project—especially with the project largely taking place during the winter months. We’ve accounted for those weather delays and represented them in our schedule.

A Snapshot of Construction: Our schedule on page 16 gives a more detailed view of our plan for construction. In short, we plan to sequence the project in the following manner:

- ❖ Safe-off electrical, plumbing, etc. and demolition
- ❖ Complete all exterior elements, including replacing the overhead doors (prior to harsh winter conditions setting in)
- ❖ Upgrade MEPs
- ❖ Complete floor pour-back
- ❖ Framing
- ❖ Complete MEPs and finishes

This schedule allows for overlap of activities, allowing teams to complete their work earlier and quicker.



Quality Control Measures

We believe high quality is not something you find at the end of a project, but something we define from day one. We have implemented various measures to ensure high-quality work throughout, including a quality control team, consistent reporting and action tracking, daily inspections by the superintendents, and the use of technologies like DroneDeploy's 360 Walkthrough App.

For example, our project team at the Lindon Utah Temple is immensely concerned with the quality of the project. Using DroneDeploy's 360 Walkthrough App, they documented daily changes throughout each room of the temple. This allowed them to identify any flaws, send the issues to the correct trade partner, and store proper documentation.

Project Close-Out

The project closeout plan will be established during the first quarter of the project. The plan will encompass all owner drawings and requirements, then will assign responsibility. The closeout plan will be reviewed with each responsible trade contractor throughout the duration of the project. We will work with the owner to meet their needs with documentation and O&M manuals.

Working With the County Staff, Architects, and Engineers to Meet the County's Needs

Successful projects begin with effective communication. From the start to the end of the project, our team will consistently communicate with Summit County, GSBS Architects, the engineers,



and our trade partners to ensure everyone is on the same page. This communication happens formally in meetings as well as informally as issues arise. Utilizing the best technologies, they're able to send important information and document happenings.

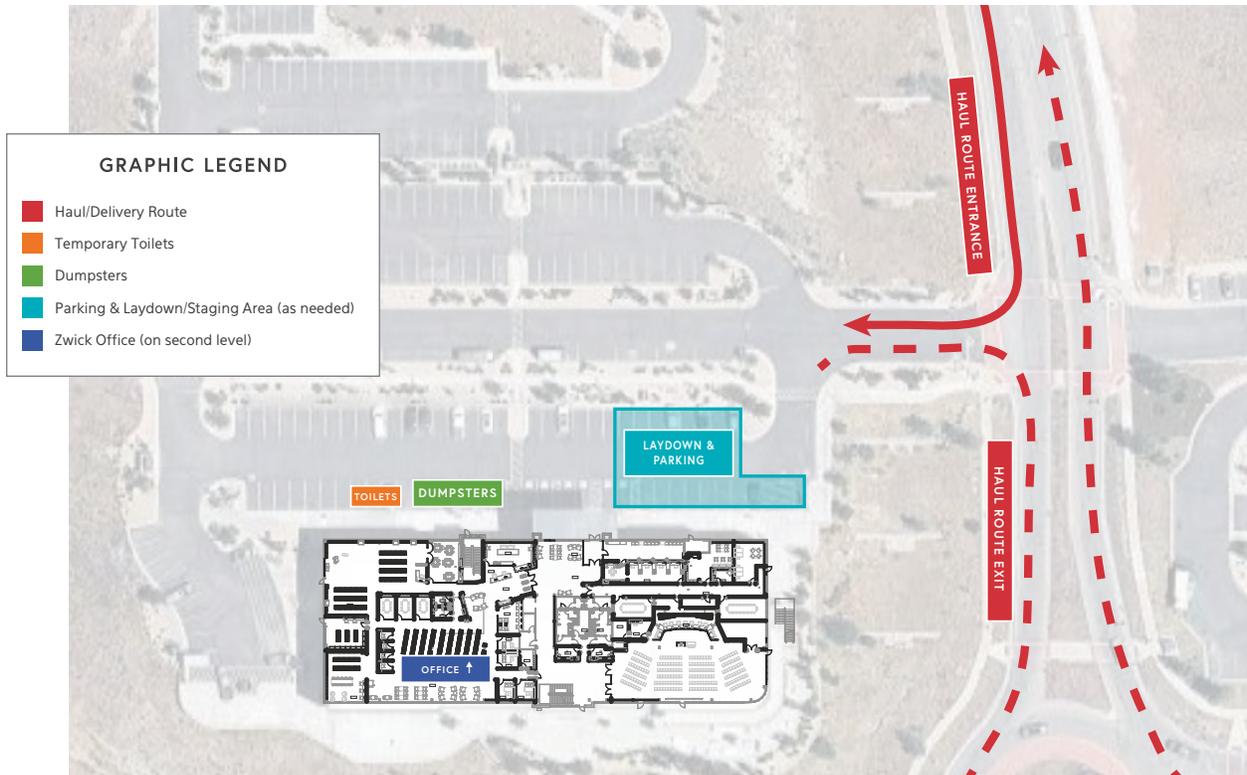
“We set high expectations for our trade partners, then hold them accountable according to the contract.”

Our team will schedule weekly meetings with owners and design team. During these meetings, the team will update the group on the progress of the project and provide a real-time Q&A session to address topics of interest. They manage the meeting agendas. Meeting preparedness allows for productive visits to review topics of interest and, more importantly, individual tasks assigned in previous meetings. By formally assigning tasks and getting real-time due-date commitments, the project will progress smoothly and field production maintain momentum.

Additionally, our team has a solid, working relationship with GSBS Architects. We recently completed Bowers Residences together. Our team also has experience working with the fire marshal and the unique requirements of working within Summit County and Park City. We're proficient at using the city inspector portal.



ZWICK
CONSTRUCTION



SITE LOGISTICS AND SAFETY

Safety is a priority on every Zwick jobsite. Accordingly, Zwick has a full-time Director of Safety who will personally oversee the development and execution of our onsite safety practices. We only hire and train individuals who are committed to maintaining safe sites.

An HSE Plan for the Summit County TI: During the preconstruction phase, our project team will continue refining their site-specific HSE (Health, Safety, and Environment) plan for the former Skullcandy Building. It will be comprised of potential risks and mitigations, best practices, and OSHA requirements to keeping the safest sites. For example, this plan will address the following:

- ❖ Scheduling major activities and deliveries at hours when there’s less exposure to the community.
- ❖ Providing proper ventilation for the machinery involved in construction.
- ❖ Keeping sidewalks and the parking lot cleared of snow during winter months.
- ❖ Wearing proper PPE and utilizing tie-offs as applicable.

- ❖ Sealing off open areas affected by removing the three overhead doors, and more.

This site-specific safety plan will supplement Zwick’s corporate safety manual, which will be used in training as we bring all personnel to the site for site orientation. As construction commences, we will hold a weekly site safety meeting to ensure site-wide compliance with the Zwick corporate safety standards, as well as the site-specific safety standards identified by our project team.

Logistical Considerations During Construction

Our team has spent hours devising a site logistics plan, prioritizing safety, security, and efficiency. The graphic above describes our plan for laydown/staging and parking, haul routes, our field office, and more. We’ll work closely with Park City and Summit County to determine their preferences for construction activities.



THE COMMONS AT NEWPARK

Recently, Zwick Construction turned over The Commons at Newpark, a mixed-use building that is 0.5 miles away from the former Skullcandy Building.

We know Kimball Junction. We know Park City. We know Summit County.

5

CONSTRUCTION SCHEDULE

PROPOSED CONSTRUCTION SCHEDULE

Summit County Landmark Facility

| | Remaining Duration | Start | Finish | 2025 | | | 2026 | | | | | | | | |
|---|--------------------|------------------|------------------|---|-----|-----|------|-----|-----|-----|-----|-----|-----|--|--|
| | | | | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | | |
| MILESTONES & SUMMARIES | | | | | | | | | | | | | | | |
| Notice of Intent | 10d | 27-Oct-25 | 7-Nov-25 | ■ Notice of Intent | | | | | | | | | | | |
| Bid/Issues to Trade Partners | 10d | 10-Nov-25 | 21-Nov-25 | ■ Bid/Issues to Trade Partners | | | | | | | | | | | |
| Construction (180 Calendar Days) | 180d | 10-Nov-25 | 11-May-26 | ■ Construction | | | | | | | | | | | |
| Substantial Completion | | | 11-May-26 | ● Substantial Completion | | | | | | | | | | | |
| SUBMITTALS & PROCUREMENT | | | | | | | | | | | | | | | |
| Procure Materials & Equipment | 95d | 24-Nov-25 | 9-Apr-26 | ■ Procure Materials & Equipment | | | | | | | | | | | |
| CONSTRUCTION ACTIVITIES | | | | | | | | | | | | | | | |
| Demolition | 10d | 10-Nov-25 | 21-Nov-25 | ■ Demolition | | | | | | | | | | | |
| Framing | 2d | 24-Nov-25 | 25-Nov-25 | ■ Framing | | | | | | | | | | | |
| Mechanical, Fire Sprinkler, Waste/Vent Rough | 10d | 26-Nov-25 | 11-Dec-25 | ■ Mechanical, Fire Sprinkler, Waste/Vent Rough & Insulation | | | | | | | | | | | |
| Interior Framing | 10d | 17-Dec-25 | 31-Dec-25 | ■ Interior Framing | | | | | | | | | | | |
| In-Wall Plumbing Rough | 10d | 2-Jan-26 | 15-Jan-26 | ■ In-Wall Plumbing Rough | | | | | | | | | | | |
| Overhead Wall/Electrical Rough | 10d | 6-Jan-26 | 19-Jan-26 | ■ Overhead Wall/Electrical Rough | | | | | | | | | | | |
| Install HM Door Frames | 3d | 16-Jan-26 | 20-Jan-26 | ■ Install HM Door Frames | | | | | | | | | | | |
| Hang One Side Drywall | 8d | 20-Jan-26 | 29-Jan-26 | ■ Hang One Side Drywall | | | | | | | | | | | |
| Framing Soffits | 10d | 20-Jan-26 | 2-Feb-26 | ■ Framing Soffits | | | | | | | | | | | |
| Insulation | 5d | 26-Jan-26 | 30-Jan-26 | ■ Insulation | | | | | | | | | | | |
| MEPs at Soffits | 5d | 27-Jan-26 | 2-Feb-26 | ■ MEPs at Soffits | | | | | | | | | | | |
| Install Storefront Tracks | 8d | 3-Feb-26 | 12-Feb-26 | ■ Install Storefront Tracks | | | | | | | | | | | |
| Hang Tape & Finish Drywall | 15d | 13-Feb-26 | 5-Mar-26 | ■ Hang Tape & Finish Drywall | | | | | | | | | | | |
| Paint | 10d | 27-Feb-26 | 12-Mar-26 | ■ Paint | | | | | | | | | | | |
| Tile Restrooms | 10d | 13-Mar-26 | 26-Mar-26 | ■ Tile Restrooms | | | | | | | | | | | |
| Install Ceiling Grid | 5d | 20-Mar-26 | 26-Mar-26 | ■ Install Ceiling Grid | | | | | | | | | | | |
| Install Wood Ceiling & Cabinets/Wall Paneling | 10d | 27-Mar-26 | 9-Apr-26 | ■ Install Wood Ceiling & Cabinets/Wall Paneling | | | | | | | | | | | |
| MEPs Rough Connections at Grid | 10d | 27-Mar-26 | 9-Apr-26 | ■ MEPs Rough Connections at Grid | | | | | | | | | | | |
| Plumbing Finishes | 3d | 27-Mar-26 | 31-Mar-26 | ■ Plumbing Finishes | | | | | | | | | | | |
| Fire Sprinkler Finishes | 2d | 1-Apr-26 | 2-Apr-26 | ■ Fire Sprinkler Finishes | | | | | | | | | | | |
| Install Doors/Hardware; Fire Marshal Inspection | 5d | 10-Apr-26 | 16-Apr-26 | ■ Install Doors/Hardware; Fire Marshal Inspection | | | | | | | | | | | |
| Install Countertops | 2d | 10-Apr-26 | 13-Apr-26 | ■ Install Countertops | | | | | | | | | | | |
| Install Flooring | 10d | 10-Apr-26 | 23-Apr-26 | ■ Install Flooring | | | | | | | | | | | |
| MEPs Rough Connection Inspection | 1d | 13-Apr-26 | 13-Apr-26 | ● MEPs Rough Connection Inspection | | | | | | | | | | | |
| Mechanical Finishes | 5d | 13-Apr-26 | 17-Apr-26 | ■ Mechanical Finishes | | | | | | | | | | | |
| Install Ceiling Baffles in Lobby | 5d | 14-Apr-26 | 20-Apr-26 | ■ Install Ceiling Baffles in Lobby | | | | | | | | | | | |
| Install Plumbing Finishes & Storefront Glass | 2d | 14-Apr-26 | 15-Apr-26 | ■ Install Plumbing Finishes & Storefront Glass | | | | | | | | | | | |
| Drop Ceiling Tile & Specialties/FFE | 5d | 17-Apr-26 | 23-Apr-26 | ■ Drop Ceiling & Specialties/FFE | | | | | | | | | | | |
| Electrical Finishes | 5d | 24-Apr-26 | 30-Apr-26 | ■ Electrical Finishes | | | | | | | | | | | |
| Install LVP, Stair Tread & Rubber Base | 2d | 24-Apr-26 | 27-Apr-26 | ■ Install LVP, Stair Tread & Rubber Base | | | | | | | | | | | |
| Zwick Pre-Punch List Items & Corrections | 9d | 24-Apr-26 | 4-May-26 | ■ Zwick Pre-Punch List Items & Corrections | | | | | | | | | | | |
| Final Clean | 5d | 28-Apr-26 | 4-May-26 | ■ Final Clean | | | | | | | | | | | |
| Owner/Architect Punchlist Items & Corrections | 7d | 5-May-26 | 11-May-26 | ■ Owner/Architect Punchlist Items & Corrections | | | | | | | | | | | |
| Owner Acceptance | | | 11-May-26 | ● Owner Acceptance | | | | | | | | | | | |



7

FEE PROPOSAL



ZWICK
CONSTRUCTION

Summit County Services Building Tenant Improvements

Former Skullcandy Bldg, Park City, Utah

October 24, 2025

| Item | Description | Responsibility | \$ Value |
|------|--------------------------------|--------------------|---------------------|
| 1 | GENERAL | Zwick Construction | \$ 290,107 |
| 2 | EXISTING CONDITIONS | Trade Partner | \$ 40,580 |
| 3 | CONCRETE | Trade Partner | \$ 29,432 |
| 4 | METALS | Trade Partner | \$ 78,659 |
| 5 | CARPENTRY | Trade Partner | \$ 300,945 |
| 6 | THERMAL & MOISTURE PROTECTION | Trade Partner | \$ 8,863 |
| 7 | WINDOWS & DOORS | Trade Partner | \$ 350,502 |
| 8 | FINISHES | Trade Partner | \$ 857,093 |
| 9 | SPECIALTIES | Trade Partner | \$ 187,172 |
| 10 | EQUIPMENT | Trade Partner | \$ 4,500 |
| 11 | FURNISHINGS | Trade Partner | \$ 64,300 |
| 12 | MECHANICAL | Trade Partner | \$ 314,931 |
| 13 | ELECTRICAL | Trade Partner | \$ 1,128,777 |
| 14 | SITE WORK | Trade Partner | \$ 800 |
| 15 | OTHER | | |
| 16 | Contractor's Contingency 2.00% | Zwick Construction | \$ 72,712 |
| 17 | Contractor's P&P Bonds 1.01% | Zwick Construction | \$ 39,987 |
| 18 | Contractor's Insurances 1.10% | Zwick Construction | \$ 43,691 |
| 19 | Contractor's Fee 4.00% | Zwick Construction | \$ 158,877 |
| 20 | | | |
| 21 | Base Bid Total | | \$ 3,971,928 |

ALTERNATES & VALUE ENGINEERING IDEAS:

| Item | Description | Responsibility | \$ Value |
|------|--|----------------|-------------|
| 22 | ALT #1 (ALLOWANCE) Wood Wall Behind Dais Per Drwgs AE401 & | Trade Partner | \$ 55,008 |
| 23 | ALT #2 Public Safety Radio Signal Survey (700/800 MHz Testing Only) | Trade Partner | \$ 1,759 |
| 24 | ALT #3 Add AWI Certificates and Labels for Arch. Woodwork | Trade Partner | \$ 57,231 |
| 25 | ALT #4 Provide Operable Partition in Heavy Vinyl Finish in lieu of Specified PLam Finish | Trade Partner | \$ (39,701) |
| 26 | ALT #5 Add AISC Certification for Steel Fabrication Shop | Trade Partner | \$ 22,733 |
| 27 | ALT #6 VE Ceiling Type F1 - Acoustic Clouds to Lay-in Acoustical Panel | Trade Partner | \$ (8,100) |
| 28 | | | |
| 29 | | | |

Summit County Services Building – Kimball Junction Tenant Improvements
Contractor General Conditions Cost
Proposed General Conditions - Construction

10/24/2025

| | TOTAL | COST/MO |
|------------------------------------|--------------|----------------|
| Construction Supervision | | |
| Project Manager - 1 | \$ 60,442 | \$ 10,074 |
| Project Superintendent - 1 | \$ 108,795 | \$ 18,132 |
| Project Engineer - 1 | \$ 38,683 | \$ 6,447 |
| Project Cost Accountant | \$ 3,022 | \$ 504 |
| Onsite Office Trailer | \$ 4,350 | \$ 725 |
| Office Furniture | \$ - | \$ - |
| Office Equipment | \$ - | \$ - |
| Job Signs and Signage | \$ 500 | \$ 83 |
| Office Supplies | \$ 355 | \$ 59 |
| Copiers | \$ - | \$ - |
| Computers | \$ 1,823 | \$ 304 |
| Postage | \$ 77 | \$ 13 |
| Photograph Documentation | \$ - | \$ - |
| Cell Phone & Internet | \$ 1,854 | \$ 309 |
| IT Setup and Support | \$ 2,540 | \$ 423 |
| Jobsite Communication System | \$ - | \$ - |
| Drinking Water | \$ 278 | \$ 46 |
| Portable Toilets | \$ 2,101 | \$ 350 |
| Safety Equipment and First Aid | \$ 10,705 | \$ 1,784 |
| Quality Control | \$ 3,972 | \$ 662 |
| General Cleanup | \$ 3,659 | \$ 610 |
| Temporary Protection/Enclosures | \$ 2,000 | \$ 333 |
| Trash Removal Services (Dump Fees) | \$ 7,324 | \$ 1,221 |
| Small Tools | \$ 3,000 | \$ 500 |
| Layout & Surveying | \$ 816 | \$ 136 |
| Procore Software | \$ 7,149 | \$ 1,192 |
| Vehicles | \$ 11,682 | \$ 1,947 |
| Vehicle Fuel and Maintenance | \$ 6,104 | \$ 1,017 |
| Construction Water | \$ - | \$ - |
| Temp Power Initial Setup | \$ - | \$ - |
| Temp Power Consumption Charges | \$ - | \$ - |
| Temp Water Monthly Charges | \$ - | \$ - |
| Temp Fence/ Barriers | \$ 1,500 | \$ 250 |
| Final Cleaning | \$ 7,375 | \$ 1,229 |
| | <hr/> | |
| | \$ 290,107 | \$ 48,351 |

Based on 6 month schedule

Summit County Services Building – Kimball Junction Tenant Improvements

October 24, 2025

Division 01 – General Requirements

1. Zwick's proposal is based on Construction Drawings dated 9/25/2025 and Addendum 1 Drawings dated 10/9/2025 prepared by GSBS Architects for its Project No. 2024.012.00.
2. Zwick's proposal is based on Project Manual Specifications dated 9/5/2025 and Addendum 2 Specifications dated 10/10/2025 prepared by GSBS Architects for its Project No. 2024.012.00.
3. Where Specifications were not provided or identified on the Drawings, Zwick Construction has made assumptions from its past experience constructing these types of buildings. Not all assumptions are listed in this document.
4. Our proposal includes a 6-month construction schedule starting November 10, 2025. (Reference Zwick's proposed schedule.) All work is planned for a single phase.
5. Standard working hours are included. Off-hours work shifts and off-hours deliveries/ hauling are excluded except where public safety demands.
6. Our proposal excludes all permits and associated fees. Available via change order. Otherwise, Owner shall provide.
7. Excludes builder's all risk insurance. By Owner.
8. Excludes Owner's protective liability insurance. By Owner.
9. Excludes security guards and/or security cameras. Available via change order.
10. Excludes timelapse cameras. Available via change order.
11. Excludes third-party independent inspections and testing. By Owner.
12. Excludes pests and disease infestations control. Excludes rodent control.
13. Assumes electrical power for construction use is available at the property (house power) and will be provided by Owner to Zwick and its trade partners at no cost.
14. Assumes water for construction use is available at the property and will be provided by Owner to Zwick and its trade partners at no cost.
15. Assumes existing mechanical systems may be used for heating and/or cooling the building during construction for such things as general freeze protection, worker comfort, drywall compound curing, architectural woodwork installation, etc.
16. Excludes market escalation, tariffs, and/or inflation.
17. If supply chain and inflationary issues persist or worsen, we reserve the right to request and be compensated for any increases passed on to us by our subcontractors, vendors, and suppliers.
18. Excludes commissioning and third-party commissioning agent. By Owner if desired.
19. Includes final cleaning.
20. Excludes outdoor cleaning of existing glazed curtain walls, storefronts, and windows except where infilled by new construction.

Division 02 – Existing Conditions

21. Depth of anechoic chamber is assumed to be 2ft for removal of material.
22. Material not noted to be saved and noted for demo will be collected and removed by demolition contractor.

Division 03 – Concrete

23. Depth of Anechoic Chamber is assumed to be a 2ft fill needed with Geofoam.
24. Concrete Reinforcement noted to be installed as #3 bar and spaced as indicated in specifications.

Division 04 – Masonry

25. N/A. None found.

Division 05 – Metals

26. Steel Fabrication will follow AISC requirements, however, our preferred steel shop is not AISC-certified. An additive alternate is included for changing to an AISC-certified steel fabricator, if desired.

Division 06 – Carpentry

27. Although AWI standards will be followed, AWI certificates and labels for architectural woodwork and countertops are excluded. An additive alternate is included for adding AWI certificates and labels, if desired.
28. MP1 Panels at Council Table – proposed as a 2B (Mill Finish Level) Installed 22 Ga Steel Sheets.
29. Add Alternate #1 for custom woodwork paneling behind Dias per Drawing AE503 is proposed as an Allowance.

Division 07 – Thermal & Moisture Protection

30. N/A

Division 08 – Windows & Doors

31. Hollow metal frames and doors are included as Pioneer Industries. Wood doors included as solid core, plain sliced white maple, factory stained, flush by Haley Brothers. Door hardware is included as Falcon levelers, closers, and exits. Door accessories are included as ABH, Stanley, NGP, and Rockwood.
32. Cylinder information to match existing was not provided within the Bid Documents; therefore, only standard cylinders have been included.
33. Excludes permanent cores and final keying of door locks.
34. Wood doors exclude AWI certificates and labels.
35. Hollow metal frames are included with face profile welds only. Continuous throat welds are excluded.
36. Curtainwalls are included as Kawneer 1600UT in clear anodized finish.
37. Storefronts are included as Kawneer 450 and 451UT in clear anodized finish.
38. Aluminum entrances are included as Kawneer wide stile in clear anodized finish.
39. Glazing is included as 1" Solarban 60 clear insulated, annealed, and tempered as well as ½" clear tempered.



40. Includes 10-year warranty for glazed aluminum curtainwalls and 20-year warranty for glazing, per Specifications.

Division 09 – Finishes

41. Assumed that existing open-to-structure ceilings and exposed overhead MEP's on the first floor are painted everywhere shown on Drawing AD131 except where acoustical ceilings exist. Assumed that new exposed ceiling areas and associated overhead MEP's where not previously painted will need to be painted under this Contract. Reference attached sketch.

42. Excludes concrete floor moisture testing and mitigation. Excludes concrete floor patching or leveling.

Division 10 – Specialties

43. An allowance has been included for exterior signage replacement, per Detail 1/AE201.

44. Includes interior signage, per Signage Legend on Drawing AE113.

45. Excludes knock boxes. By Owner.

46. Excludes flags and flagpoles. None found. Available via change order, if desired.

Division 11 – Equipment

47. Includes installation of Owner-furnished library children's play structure, library holds/pickups box, EP1 refrigerator, EP2 ice maker/water dispenser, EP3 microwaves, and EP4 undercounter refrigerators.

48. Excludes other appliances, televisions, and equipment. Furnished and installed by Owner.

Division 12 – Furnishings

49. For window roller shades, no specific fabric is specified. Pricing includes MechoShade's SoHo 3% light filtering fabric and MechoShade's Classic Blackout for blackout fabric. Also, there are no window tags, nor corresponding window schedules. Therefore, we have guessed at the sizes of window shades.

50. Excludes furniture, office equipment, library equipment, etc. By Owner.

51. Excludes mobile library shelves and/or bookcases. By Owner.

Division 13 – Special Construction

52. N/A. None found.

Division 14 – Conveying Systems

53. Excludes changes to existing elevators. None found.

Division 21 – Fire Suppression

54. Includes relocation or addition of fire sprinkler drops and heads from the existing fire suppression system to accommodate tenant improvements wall and ceiling layout. The system will be installed as per the minimum requirements of NFPA 13, 2019 edition, state and local codes.

55. Assumes existing fire sprinkler system is adequate to accommodate modifications necessary for this tenant improvement project. Assumes current elevations and locations for main and branch lines can remain. Assumes water supply flow/pressures are sufficient for the tenant improvements. Excludes fire pump.

56. Excludes temporary fire protection. Fire watch personnel or related services are not included and are the responsibility of Owner if required by the AHJ. We assume this will not be required since the building will not be occupied during construction.

57. Excludes sprinkler coverage in interstitial spaces, concealed spaces, or above hard-lid ceilings.

Division 22 – Plumbing

58. Assumes all calculations for plumbing additions have been made and accounted for to meet existing plumbing tie ins.

Division 23 – Heating, Ventilating, and Air Conditioning

59. Temporary Heating is excluded from proposal.

Divisions 26 through 28 – Electrical, Communications, Electronic Safety & Security

60. An additive alternate for Public Safety Radio Signal Surveying has been provided. Any additional work required by the AHJ resulting from this survey, if any, is excluded but can be performed via Change Order if desired.

61. Assumed that Temp power is available at the building for construction and provided by Owner.

Division 31 – Earthwork

62. N/A. None found.

Division 32 – Site Improvements

63. Includes new parking lot striping shown in Detail 1/AS101.

64. Excluded Book Drop Box at Parking. Assumed Owner Furnished, Owner Installed.

Division 33 – Utilities

65. N/A. None found.

Other

66. Schedule of Values and/or breakdowns are not intended to represent standalone bids. Such numbers are for evaluation purposes only.

VICINITY MAP



PROJECT LOCATION

DRAWING INDEX

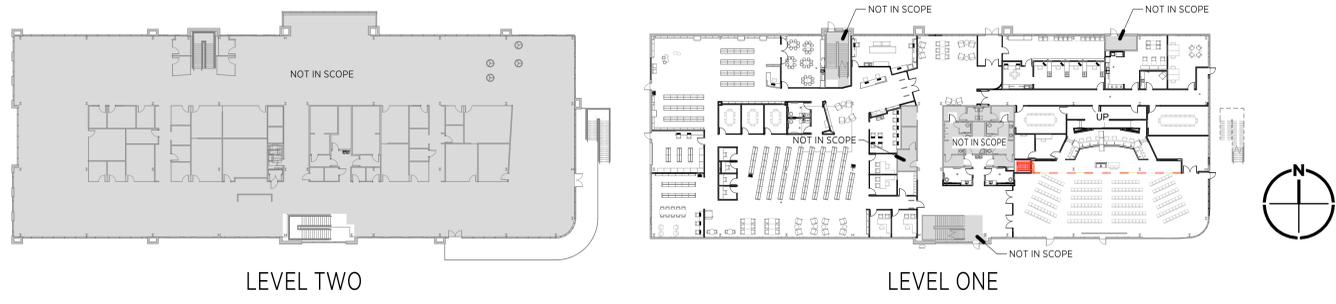
| SHEET NUMBER | SHEET NAME |
|---------------|---|
| GENERAL | |
| G000 | COVER SHEET |
| G001 | DRAWING INDEX, SYMBOLS AND ABBREVIATIONS |
| G002 | CODE SUMMARY AND DATA |
| ARCHITECTURAL | |
| AS101 | SITE PLAN |
| AD101 | DEMOLITION PLAN - LEVEL ONE |
| AD131 | DEMOLITION REFLECTED CEILING PLAN - LEVEL ONE |
| AE111 | FLOOR PLAN - LEVEL ONE |
| AE113 | SIGNAGE PLAN - LEVEL ONE |
| AE121 | FINISH PLAN - LEVEL ONE |
| AE123 | FLOOR PATTERN PLAN - LEVEL ONE |
| AE131 | REFLECTED CEILING PLAN - LEVEL ONE |
| AE141 | FURNITURE AND EQUIPMENT PLAN - LEVEL ONE |
| AE201 | EXTERIOR ELEVATIONS |
| AE401 | ENLARGED PLANS |
| AE461 | ENLARGED REFLECTED CEILING PLANS |
| AE501 | INTERIOR ELEVATIONS |
| AE502 | INTERIOR ELEVATIONS |
| AE503 | INTERIOR ELEVATIONS |
| AE504 | INTERIOR ELEVATIONS |
| AE505 | INTERIOR ELEVATIONS |
| AE601 | DOOR SCHEDULE & DETAILS |
| AE602 | WINDOW ELEVATIONS |
| AE603 | FINISH & TOILET ACCESSORY SCHEDULE |
| AE801 | DETAILS |
| AE805 | SIGNAGE |
| AE831 | CEILING DETAILS |
| AE841 | FINISH DETAILS |
| AE851 | MILLWORK DETAIL |
| AE852 | MILLWORK DETAIL |
| AE853 | MILLWORK DETAIL |
| AE861 | INTERIOR DETAILS |
| AE901 | 3D VIEWS |
| AE902 | 3D VIEWS |
| AE903 | 3D VIEWS |
| E1 | |

| SHEET NUMBER | SHEET NAME |
|-----------------|---|
| STRUCTURAL | |
| S001 | GENERAL STRUCTURAL NOTES |
| S002 | GENERAL STRUCTURAL NOTES |
| S100 | FOUNDATION FLOOR PLAN AND DETAILS |
| S111 | SECOND FLOOR FRAMING PLAN AND DETAILS |
| MECHANICAL | |
| M0101 | LEVEL 3 MECHANICAL DEMO PLAN |
| M0201 | MECHANICAL COVER SHEET |
| M0301 | MECHANICAL DETAILS |
| M0401 | MECHANICAL SCHEDULES |
| MH01 | LEVEL 3 MECHANICAL PLAN |
| MH02 | LEVEL 3 MECHANICAL PIPING PLAN |
| PLUMBING | |
| PE001 | PLUMBING COVER SHEET |
| PE501 | PLUMBING DETAILS |
| PL101 | LEVEL 3 PLUMBING PLAN - DWV |
| PL111 | LEVEL 3 PLUMBING PLAN - WATER |
| PL401 | ENLARGED PLUMBING PLANS |
| ELECTRICAL | |
| EE001 | ELECTRICAL COVER SHEET |
| EE002 | TELECOM SCHEDULES AND NOTES |
| EE003 | AV ROUGH-IN SCHEDULE AND GENERAL NOTES |
| EE004 | AUXILIARY SCHEDULES AND NOTES |
| EE501 | ELECTRICAL DETAILS |
| EE701 | TYPICAL MOUNTING DETAILS |
| ED101 | LEVEL 3 ELECTRICAL DEMOLITION PLAN |
| ED201 | LEVEL 3 CEILING DEMOLITION PLAN |
| EP101 | LEVEL 3 POWER PLAN |
| EP201 | LEVEL 3 ELECTRICAL REFLECTED CEILING PLAN |
| EP450 | ENLARGED TELECOM PLANS |
| EP500 | TELECOM EQUIPMENT RACK ELEVATIONS |
| EP551 | TELECOM DETAILS |
| EP552 | TELECOM CABLE TRAY DETAILS |
| EP553 | TELECOM EQUIPMENT RACK GROUNDING DETAIL |
| EP554 | TELECOM CONDUIT RISER DIAGRAM |
| EP555 | TELECOM CABLE RISER DIAGRAM |
| EL101 | LEVEL 3 LIGHTING PLAN |
| EL601 | INTERIOR LIGHTING FIXTURE SCHEDULE |
| EL602 | LIGHTING CONTROL SCHEDULES |
| EY101 | LEVEL 3 AUXILIARY PLAN |
| EY551 | AUXILIARY DETAILS |
| EY651 | ACCESS CONTROL RISER DIAGRAMS |
| EY751 | CAMERA FOVS |
| EJ101 | LEVEL 3 AUDIO VISUAL ROUGH-IN PLAN |
| EJ201 | AV ROUGH-IN DETAILS |
| EJ601 | AV ROUGH-IN DIAGRAMS |
| TA501 | AV VISUAL SYSTEMS DETAILS |
| TA001 | SHEET INDEX, ABBREVIATIONS, AND GENERAL NOTES |
| TA002 | AV SYSTEMS EQUIPMENT SCHEDULE |
| TA101 | LEVEL 3 AUDIO VISUAL SYSTEMS PLAN |
| TA601 | AUDIO VISUAL SYSTEMS DIAGRAMS |
| Grand total: 81 | |

REVISIONS:

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KEY PLANS



ABBREVIATIONS

| | | | | | | | | | |
|--------|---|-------|--|--------|--|-------|--------------------------------------|------|---------------------------|
| ABV | ABOVE | DTL | DETAIL | GALV | GALVANIZED | OC | ON CENTER | SHT | SHEET |
| AFF | ABOVE FINISH FLOOR | DIA | DIAMETER | GA | GAUGE | OPP | OPPOSITE | SIM | SIMILAR |
| ADJ | ADJUSTABLE | DIM | DIMENSION | GC | GENERAL CONTRACTOR | OD | OUTSIDE DIAMETER | STC | SOUND TRANSMISSION CLASS |
| ALUM | ALUMINUM | DW | DISHWASHER | GL | GLASS / GLAZING | OH | OVERHEAD | SPEC | SPECIFICATION |
| ASTM | AMERICAN SOCIETY FOR TESTING MATERIALS | DBL | DOUBLE | GLB | GLUE LAMINATED BEAM | OH DR | OVERHEAD DOOR | SS | STAINLESS STEEL |
| AB | ANCHOR BOLT | DN | DOWN | GND | GROUND | OFCI | OWNER FURNISHED CONTRACTOR INSTALLED | STD | STANDARD |
| ANOD | ANODIZED | DRWR | DRAWER | GYP BD | GYP SUM BOARD | OFOI | OWNER FURNISHED OWNER INSTALLED | STL | STEEL |
| APPROX | APPROXIMATE | DWGS | DRAWINGS | HW | HARDWARE | PNT | PAINTED OR PAINT | STRU | STRUCTURAL |
| ARCH | ARCHITECTURAL OR ARCHITECT | EA | EACH | HVAC | HEATING / VENTILATION / AIR CONDITIONING | PTN | PARTITION | SUSP | SUSPENDED |
| AHJ | AUTHORITY HAVING JURISDICTION (BUILDING DEPARTMENT) | ELEC | ELECTRICAL | H | HEIGHT | PVMT | PAVEMENT | SYS | SYSTEM |
| BP | BASE PLATE | EL | ELEVATION | HM | HOLLOW METAL | PERP | PERPENDICULAR | THRU | THROUGH |
| BSMT | BASEMENT | ELEV | ELEVATOR | HORIZ | HORIZONTAL | PLAM | PLASTIC LAMINATE | T.O. | TOP OF |
| BRG | BEARING | EQ | EQUAL | HR | HOUR | PL | PLATE | TOA | TOP OF ASPHALT |
| BTWN | BETWEEN | EPDM | ETHYLENE PROPYLENE DIENE M-CLASS (ROOFING) | HYD | HYDRANT | PLUM | PLUMBING | TOC | TOP OF CURB |
| BITUM | BITUMINOUS | EXIST | EXISTING | IN. | INCHES OR INCH | PVC | POLYVINYL CHLORIDE | TOF | TOP OF FOOTING |
| BLKG | BLOCKING | EXP | EXPANSION | INFO | INFORMATION | PCF | POUNDS PER CUBIC FOOT | TOS | TOP OF SLAB OR SIDEWALK |
| BD | BOARD | INT | INTERIOR | INSUL | INSULATION | PLF | POUNDS PER LINEAL FOOT | TOW | TOP OF WALL |
| BO | BOTTOM OF | EJ | EXPANSION JOINT | INT | INTERIOR | PSF | POUNDS PER SQUARE FOOT | TYP | TYPICAL |
| BLDG | BUILDING | EXT | EXTERIOR | JNT | JOINT | PSI | POUNDS PER SQUARE INCH | UNO | UNLESS NOTED OTHERWISE |
| CLG | CEILING | FT | FEET / FOOT | LAV | LAVATORY | PT | PRESSURE TREATED | VEN | VENEER |
| CL | CENTER LINE | FV | FIELD VERIFY | LT WT | LIGHT WEIGHT | QTY | QUANTITY | FV | VERIFY IN FIELD |
| CLR | CLEAR | FIN | FINISH | MAINT | MAINTENANCE | RAD | RADIUS | VERT | VERTICAL |
| COL | COLUMN | FF | FINISH FLOOR | MFR | MANUFACTURER | REC | REFER / REFERENCE | VEST | VESTIBULE |
| CONC | CONCRETE | FA | FIRE ALARM | MO | MASONRY OPENING | RCP | REFLECTED CEILING PLAN | WC | WATER CLOSET |
| CMU | CONCRETE MASONRY UNIT | FE | FIRE EXTINGUISHER | MAT | MATERIAL | REF | REFRIGERATOR | WRB | WEATHER RESISTIVE BARRIER |
| CONST | CONSTRUCTION | FEC | FIRE EXTINGUISHER CABINET | MAX | MAXIMUM | REINF | REINFORCED | W | WIDTH |
| CONT | CONTINUOUS | FLR | FLOOR | MECH | MECHANICAL | REQ | REQUIRED | W/ | WITH |
| CFOI | CONTRACTOR FURNISHED OWNER INSTALLED | FD | FLOOR DRAIN | MTL | METAL | REV | REVISION | W/O | WITHOUT |
| CJ | CONTROL JOINT | FTG | FOOTING | MIN | MINIMUM | RD | ROOF DRAIN | WD | WOOD |
| COORD | COORDINATE | FDN | FOUNDATION | MSC | MISCELLANEOUS | RM | ROOM | | |
| DEMO | DEMOLISH / DEMOLITION | GAL | GALLON | NIC | NOT IN CONTRACT | RO | ROUGH OPENING | | |
| DEPT | DEPARTMENT | GPH | GALLONS PER HOUR | NTS | NOT TO SCALE | SCHED | SCHEDULE | | |
| | | GPM | GALLONS PER MINUTE | NO. | NUMBER | SECT | SECTION | | |

NOTE:
ABBREVIATIONS FOR FINISHED MATERIALS ARE DESCRIBED IN THE FINISH LEGEND.

GRAPHIC SYMBOLS

| | | |
|--|--|---|
| | GRID | GRID LINES |
| | DETAIL SYMBOL | SECTION REFERENCE / SHEET WHERE SECTION IS DRAWN |
| | BUILDING SECTION SYMBOL | SECTION REFERENCE / SHEET WHERE SECTION IS DRAWN |
| | WALL SECTION SYMBOL | SECTION REFERENCE / SHEET WHERE SECTION IS DRAWN |
| | EXTERIOR ELEVATION SYMBOL | ELEVATION IDENTIFICATION SHEET WHERE ELEVATION IS DRAWN |
| | INTERIOR ELEVATION SYMBOL | ELEVATION IDENTIFICATION SHEET WHERE ELEVATION IS DRAWN |
| | ELEVATION CONTROL POINT OR DATUM POINT | |
| | DOOR TAG | DOOR NUMBER |
| | WINDOW TAG | WINDOW OR STOREFRONT NUMBER |
| | VIEW NAME | VIEW NUMBER / SHEET WHERE VIEW IS LOCATED |
| | REVISION TAG | VIEW TITLE / VIEW NUMBER / SHEET WHERE VIEW IS LOCATED |

MATERIALS/LEGEND

| | |
|--|-------------------------------|
| | CONCRETE MASONRY UNIT |
| | FACE BRICK |
| | CONCRETE (POURED IN PLACE) |
| | GYP SUM BOARD OR SETTING BEDS |
| | INSULATION (BATT & BLANKET) |
| | INSULATION (RIGID/SEMI-RIGID) |
| | PLYWOOD |
| | CONTINUOUS ROUGH WOOD |
| | BLOCKING, ROUGH WOOD |
| | METAL (LARGE SCALE) |
| | GRAVEL |
| | EARTH |
| | COMPACTED FILL |
| | QUARRY/CERAMIC TILE |
| | FIREPROOFING |
| | WOOD |

CONSTRUCTION DOCUMENTS

SUMMIT COUNTY SERVICES
BUILDING TENANT IMPROVEMENT

6301 N Landmark Dr Park City, UT 84098



OWNER PROJECT NO.: 2024.012.00
GSBS PROJECT NO.: 09/25/25
ISSUED DATE:

DRAWING INDEX, SYMBOLS AND ABBREVIATIONS

Division Section Title

PROCUREMENT AND CONTRACTING DOCUMENTS GROUP

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SUMMIT COUNTY SERVICES ARCHITECTURAL ADDENDUM NO. 1

10/9/25

The original specifications and drawings, dated 9/26/25 for the project referenced above are amended in this Addendum.

Receipt of this addendum shall be acknowledged by inserting its number and date in the space provided on the bid form.

Attachments: This addendum includes the following attachments:

| ITEM No. | REFERENCE Sheet/Spec | DESCRIPTION |
|----------------------|----------------------|---|
| ARCHITECTURAL SHEETS | | |
| | GI001 | Updated drawing index & alternate bid note. |
| | AE111 | ADA actuator locations. Updated DMV counter depth. |
| | AE113 | Renamed sheet. Added equipment legend, tags, and TV/elec. callouts. |
| | AE131 | Added dimensions, modified roller shade detail locations, and modified lighting. Review entire sheet. |
| | AE133 | Added sheet for enlarged wood slat ceiling plan. |
| | AE141 | Updated sheet name. |
| | AE201 | Added glass film. |
| | AE401 | Added drain dimensions, and details. |
| | AE461 | Added dimensions. |
| | AE502 | Tagged appliances, and added details to DMV elevation. |
| | AE503 | Noted equipment, and added drawings 17-22 for alternate bid. |
| | AE504 | Noted equipment. |
| | AE505 | Updated elevations and added elevation 16. |
| | AE602 | Added window film, and updated glass type. |
| | AE603 | Updated RP1 size, and updated toilet accessory schedule. |
| | AE831 | Updated, added, and removed details |
| | AE832 | Added sheet |

| | | |
|----------------------------|-------|------------------------------------|
| | AE841 | Added detail 21 |
| | AE852 | Updated detail 5 |
| | AE853 | Added details 8, 9, 10, 11 |
| | AE861 | Added detail 11 |
| MECHANICAL/PLUMBING SHEETS | | |
| | MH101 | Modified Grilles. |
| | PE501 | Modified schedule. |
| ELECTRICAL SHEETS | | |
| | | See attached narrative and sheets. |
| | | |
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SUMMIT COUNTY SERVICES ARCHITECTURAL ADDENDUM NO. 2

10/10/25

The original specifications and drawings, dated 9/26/25 for the project referenced above are amended in this Addendum.

Receipt of this addendum shall be acknowledged by inserting its number and date in the space provided on the bid form.

Attachments: This addendum includes the following attachments:

| ITEM No. | REFERENCE Sheet/Spec | DESCRIPTION |
|----------------|----------------------|--|
| SPECIFICATIONS | | |
| | Division 22 | 220500 COMMON WORK RESULTS FOR PLUMBING 220529 HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT 220548 VIBRATION AND SEISMIC CONTROL FOR PLUMBING PIPING AND EQUIPMENT 220553 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT 220700 PLUMBING INSULATION 220800.01 PLUMBING TESTING REQUIREMENTS 221116 DOMESTIC WATER PIPING 221316 SANITARY WASTE AND VENT PIPING 224000 PLUMBING FIXTURES |
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| | Division 26 | 260500 COMMON WORK RESULTS FOR ELECTRICAL 260519 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES 260526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS 260529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS |

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| | Division 28 | 283111 DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM |
| | | |
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DRAFT AIA® Document A201® - 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Summit County Kimball Junction Landmark Facility (Tenant Improvements)
6301 North Landmark Drive
Park City, Utah 84098

THE OWNER:

(Name, legal status and address)

Summit County
Summit County Courthouse
60 N. Main Street
Coalville, Utah 84017

THE ARCHITECT:

(Name, legal status and address)

GSBS Architects
375 West 200 South
Salt Lake City, UT 84101

THE CONTRACTOR:

(Name, legal status and address)

Zwick Construction Company
434 W. Ascension Way, #150
Salt Lake City, Utah 84123

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- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
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- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, *Guide for Supplementary Conditions*.



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- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design

professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.10.3 Value Engineering

Value engineering services provided by Contractor under this Agreement are advisory and do not constitute the performance of professional design services. The Owner will, with due diligence, refer value engineering efforts, questions, matters, inquiries and/or suggestions to the appropriate Architect or Owner's other design professionals and/or consultants to review and approve value engineering suggestions and verify conformance with systems, assemblies and Architect's design intent. Contractor shall have no liability to the Owner, the Architect or other design professionals or their consultants for such services. Value Engineering changes accepted by the Owner shall be documented via change orders and the Contract Documents shall be revised to identify the changes.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in

Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any

direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner

shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable

amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.4 **Adverse Weather Delay** Weather conditions including wind, precipitation (rain, snow, hail) amounts and times at the jobsite, activities and durations affected, shall be recorded on a daily basis in the Superintendent’s daily report and stored in shared project management software. Contractor has assumed a total of four (4) adverse weather days included in the project schedule. Adverse weather delays may result from certain weather conditions that impede the progress of the Work. To the extent that adverse weather causes delays beyond the four (4) days included in the schedule, Contractor shall be entitled to an equitable time extension equal to the time delay caused by adverse weather conditions and shall consult with the Owner about such delays.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised

amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall

be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security,

maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not

addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.5 Site Visitors

Owner and all Owner representatives or other Owner visitors (non-construction-essential personnel) shall comply with construction safety requirements, including the proper usage of personal protective equipment, including, but not limited to, OSHA approved safety vests, hard hats, eye protection and footwear when entering the project site. In the event the Owner desires to conduct site tours with non-construction-essential personnel, Contractor and Owner shall jointly create a safety plan which outlines the acceptable terms under which such tours are acceptable to the Contractor and Owner.

§ 10.6 Unsafe or Negligent Behavior

The Contractor reserves the right to remove any person exhibiting unsafe behavior from the Project site without warning and within reasonable discretion, to the fullest extent permitted by law.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 PROPERTY INSURANCE

§ 11.1.5 Unless the Owner specifically provides such coverage that is equivalent in coverage to the Contractor standard builders' risk policy, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Substantial Completion or a Certificate of Occupancy has been issued by any regulatory authority governing the work site, whichever first occurs. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The Contractor shall be required to name the Owner as an additional named insured and provide a certificate of insurance and endorsement confirming such. The Contractor shall make the policy available for review at its office upon reasonable notice from the Owner.

§ 11.1.5.2 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire and physical loss or damage including theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.1.5.3 If the property insurance requires deductibles, deductibles shall be a Cost of the Work. However, to the extent a loss is caused by an Act of God or other cause beyond Contractor's control, the deductible shall be paid by the Owner.

§ 11.1.5.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.1.5.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or

companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

§ 11.1.5.6 In the event that the Owner elects to provide property insurance in lieu of the Contractor, the Owner shall be required to provide a Builders' Risk policy with coverage equal to or greater than Contractor's policy and with a deductible no greater than \$5,000 per occurrence and with a minimum of \$2 million in coverage for Contractor's Extra Expense and Contractor's Expediting Expense. The Owner shall be required to name the Contractor as an additional named insured and shall be required to provide the Contractor both a certificate of insurance and a complete copy of the policy with all required endorsements. In the event that the Owner's policy provides for coverage that is less favorable than the Contractor's policy, the Owner shall reimburse the Contractor by change order for any costs incurred that are not covered by the Owner's policy if they would have been covered by the Contractor's policy.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within ten (10) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project (including, but not limited to, property insurance obtained after completion of the Work), except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall not be a Cost of the Work and shall not result in a change in the Contract Time except as otherwise permitted in the Agreement.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall not be a Cost of the Work and shall not result in a change in the Contract Time except as otherwise permitted in the Agreement.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

§ 15.4.5 The Owner and the Contractor specifically waive any right to a trial by jury in any court with respect to any contractual, tortious or statutory claim, counterclaim or cross-claim against the other arising out of or connected in any way to the project or this agreement because the parties hereto, both of which are represented by counsel, believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.



TO: County Council
FROM: Eve Furse, Clerk
DATE: 11/26/2025
RE: Discussion and possible approval of new precinct maps; Eve Furse and Amy Price (5 min)

Summit County is now part of one U.S. House District—District 3. The prior division of Summit County into Districts 1 and 3 required the creation of multiple additional precincts. With the elimination of that division we are able to merge those precincts with pre-existing ones as follows:

1. 22COLN:5 (6 voters), 22SFCC:5 (0 voters), 22MTCR:5 (0 voters) will become part of 22ECOR:5 (0 voters).
2. 22ROCP:5 (97 voters) will become part of 22WANE:20 (540 voters).
3. 22RNDV:5 (0 voters) will become part of 22PKMN:15 (795 voters)
4. 22PROS:1(0 voters) will become part of 22PROS:5 (369 voters).

Reducing the number of precincts will reduce election fees based on the number of precincts. We were able to combine these precincts because these areas are part of all the same voting areas except for being in different U.S. House Districts under the 2022 Redistricting Map. Now that they share the same U.S. House District, they do not need separate ballots.



TO: County Council
FROM: Eve Furse, Clerk
DATE: 11/26/2025
RE: Ordinance No. 1002, Campaign Financial Disclosure Staff Report; Eve Furse and Amy Price (10 min)

State Code requires counties to adopt financial disclosure requirements. UCA 17-70-403. This Ordinance generally follows the previous state code requirements with the following modifications.

1. Candidates will make financial disclosures 14 days prior to election day (rather than 10 days).
2. Candidates will make financial disclosures before both the Primary and the General Elections.
3. This Ordinance allows the Clerk to issue a Proof of Candidacy form to facilitate candidates' opening campaign bank accounts before they begin raising money.

The earlier disclosure is as early as the State Code allows. As many people vote prior to election day, we want to make campaign financial information available as early in that process as possible. The earlier disclosure also helps candidates and the Clerk's Office as the days right before the election can be extremely busy and moving this deadline earlier will facilitate the disclosure process all the way around.

Without the Ordinance, the disclosure is only required right before the General Election. This ordinance will require the disclosure before both the Primary and the General. Races can often be decided at the primary, as a result the financial disclosures should be available in time for people to make those choices. Additionally, by requiring the disclosure at both elections we make sure records are being kept along the campaign trail and reduce the burden of having to assemble them all at the end and the potential for errors and omissions.

Candidates must open campaign accounts if they are going to raise money. Banks and Savings and Loans require documentation that the person is running for office. If a person wishes to begin raising money prior to filing to run for office, that can pose a problem. Allowing the Clerk's Office to issue a Proof of Candidacy form will enable compliance with the requirement to have a separate bank account for campaign funds.

SUMMIT COUNTY, UTAH
ORDINANCE NO. 1002
AN ORDINANCE ADOPTING CAMPAIGN FINANCIAL DISCLOSURES FOR SUMMIT COUNTY

WHEREAS, pursuant to Utah Code §17-70-403, a county shall adopt an ordinance establishing campaign finance disclosure requirements for both candidates for county office and candidates for local school board office who reside in that county; and

WHEREAS, historically, the County has not had an ordinance detailing campaign financial disclosures for candidates, but instead has relied on Utah State Code; and

WHEREAS, the County believes voters should have access to campaign finance information at the beginning of each voting period.

NOW THEREFORE, the County Legislative Body of the County of Summit, State of Utah, hereby ordains as follows:

Section 2: The Council hereby adopts Title 1, Chapter 7, Section 5 “Campaign Financial Disclosure” of the Summit County Code attached hereto as **Exhibit A**.

Section 3: Effective Date: This Ordinance shall take effect fifteen (15) days after the date of its publication.

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Council, this _____ day of _____, 2025.

SUMMIT COUNTY COUNCIL, SUMMIT COUNTY, UTAH

By Council Chair

Armstrong voted _____
Harte voted _____
Hanson voted _____
Robinson voted _____
McKenna voted _____

APPROVED AS TO FORM

Deputy County Attorney

ATTEST:

SUMMIT COUNTY CLERK Date of Publication _____, 2025.

EXHIBIT A

Title 1 "ADMINISTRATION"

Chapter 7 "Officers and Employees"

Section 5: "Campaign Financial Disclosure"

- A. **DEFINITIONS:** As used in this Section, the following words and terms shall have the meanings ascribed to them in this section:
1. **CANDIDATE:** means any person who:
 - a. files a declaration of candidacy for a county public office or a local school board office;
or
 - b. receives Contributions, makes Expenditures, or gives consent for any other person to receive Contributions or make Expenditures to bring about the person's nomination or election to a public office specified in A.1.a.

 2. **CONTRIBUTION:** means any of the following when done for political purposes:
 - a. a gift, subscription, donation, loan, advance, or deposit of money or anything of value given to the Filing Entity;
 - b. an express, legally enforceable contract, promise, or agreement to make a gift, subscription, donation, unpaid or partially unpaid loan, advance, or deposit of money or anything of value to the Filing Entity;
 - c. any transfer of funds from another Reporting Entity to the Filing Entity;
 - d. compensation paid by any person or Reporting Entity other than the Filing Entity for personal services provided without charge to the Filing Entity;
 - e. remuneration from:
 - (i) any organization or its directly affiliated organization that has a registered lobbyist; or
 - (ii) any agency or subdivision of the state, including school districts;
 - f. a loan made by a Candidate deposited to the Candidate's own campaign; and
 - g. in-kind contributions

"Contribution" does not include:

 - a. services provided by individuals volunteering a portion or all of their time on behalf of the Filing Entity if the services are provided without compensation by the Filing Entity or any other person;
 - b. money lent to the Filing Entity by a financial institution in the ordinary course of business;
 - c. goods or services provided for the benefit of a political entity at less than fair market value that are not authorized by or coordinated with the political entity; or
 - d. data or information such as survey results, voter lists, voter contact information, demographic data, voting trend data, or other information that:
 - (i) is not commissioned for the benefit of a particular Candidate or officeholder; and
 - (ii) is offered at no cost to a Candidate or officeholder.

 3. **EXPENDITURE:** means any of the following made by a Reporting Entity or an agent of a Reporting Entity on behalf of the Reporting Entity:

- a. any disbursement from Contributions, receipts, or from the separate bank account required by this Section;
- b. a purchase, payment, donation, distribution, loan, advance, deposit, gift of money, or anything of value made for political purposes;
- c. an express, legally enforceable contract, promise, or agreement to make any purchase, payment, donation, distribution, loan, advance, deposit, gift of money, or anything of value for political purposes;
- d. compensation paid by a Filing Entity for personal services rendered by a person without charge to a Reporting Entity;
- e. a transfer of funds between the Filing Entity and a Candidate's personal campaign committee;
- f. goods or services provided by the Filing Entity to or for the benefit of another Reporting Entity for political purposes at less than fair market value; or
- g. an independent expenditure, as defined in Utah Code Section 20A-11-1702 (as amended).

"Expenditure" does not include:

- a. services provided without compensation by individuals volunteering a portion or all of their time on behalf of a Reporting Entity;
- b. money lent to a Reporting Entity by a financial institution in the ordinary course of business; or
- c. anything listed in the above definition of "Expenditure" that is given by a Reporting Entity to Candidates for office or officeholders in states other than Utah.

4. **FILING ENTITY:** means the Reporting Entity that is required to file a financial statement required by this section.
5. **IN-KIND CONTRIBUTION:** means anything of value, other than money, that is accepted by or coordinated with a Filing Entity.

"In-kind contribution" does not include survey results, voter lists, voter contact information, demographic data, voting trend data, or other information that:

- (i) is not commissioned for the benefit of a particular Candidate or officeholder; and
- (ii) is offered at no cost to a Candidate or officeholder.

6. **POLITICAL PURPOSES:** means an act done with the intent or in a way to influence or tend to influence, directly or indirectly, any person to refrain from voting or to vote for or against any Candidate or a person seeking a county office or local school board office at any caucus, political convention, or election.
7. **REPORTING ENTITY:** means either:
 - (i) a candidate, a candidate's personal campaign committee, a judge, a judge's personal campaign committee, an officeholder, a party committee, a political action committee, a political issues committee, a corporation, or a labor organization, as defined in Utah Code Section 20A-11-1501; and

(ii) includes a county office candidate, a county office candidate's personal campaign committee, a county officer, a local school board candidate, a local school board candidate's personal campaign committee, and a local school board member.

B. CAMPAIGN FINANCIAL STATEMENTS

1. Except for financial statements filed in accordance with subsection B.2 and C.1.b below, each Candidate for county office or local school board office shall file a signed financial statement with the County Clerk containing the following information:
 - a. a list of each Contribution received by the Candidate, the name of the donor of the Contribution, if known, the physical address of the donor of the Contribution, if known, and the amount of the Contribution;
 - b. a list of each Expenditure for Political Purposes made during the campaign period and the name of the recipient and the amount of the Expenditure; and
 - c. Contributions deposited in or an Expenditure made from an account (as required below) since the last financial statement was filed or that has not been reported under a statute or ordinance that governs the account.
2. Financial statements required to be filed thirty (30) days after the regular general election shall include:
 - a. a list of each Contribution received by the Candidate after the cutoff date for the financial statement filed in accordance with subsection C.1.b below and the name of the donor of the Contribution, if known, the physical address of the donor of the Contribution, if known, and the amount of the Contribution; and
 - b. a list of each Expenditure for Political Purposes made by the Candidate after the cutoff date for the financial statement filed in accordance with subsection C.1.b below and the name of the recipient of and the amount of the Expenditure.

C. TIMING OF FILING FINANCIAL STATEMENTS:

1. Each Candidate for elective office in the county who is not required to submit a campaign financial statement to the Utah Lieutenant Governor, and each Candidate for local school board office, shall file a signed campaign financial statement with the County Clerk:
 - a. fourteen (14) calendar days prior to the date of the primary election and regular general election reporting each Contribution and each Expenditure as of seventeen (17) before the date of the primary election and regular general election; and
 - b. no later than thirty (30) days after the date of the regular general election or when their run for office comes to an end, whichever is earlier.

2. Each Candidate seeking appointment to fill a midterm vacancy in a county office or local school board office shall file the financial statement described in subsection B.1 above with the County Clerk as follows:
 - a. for a county office vacancy described in Utah Code Sections 20A-1-508 (3) or (7) (as amended), no later than three (3) business days before the day on which the political party of the prior officeholder submits the Candidate's name to the County Council as the individual the political party selects to fill the vacancy;
 - b. for the County Attorney's Office (if there are 15 or more attorneys who are licensed, active members in good standing with the Utah State Bar and registered voters), no later than three (3) business days before the day on which the political party of the prior officeholder submits the Candidate's name to the County Council as one of the three individuals the party nominates to fill the vacancy;
 - c. for the County Attorney's Office (if there are fewer than 15 attorneys who are licensed, active members in good standing with the Utah State Bar and registered voters):
 - (i) no later than the deadline for the Candidate to submit an application to fill the vacancy under Utah Code Section 20A-1-509.2(2)(c) (as amended); and
 - (ii) if, under Utah Code 20A-1-509.2(3) (as amended), more than three (3) attorneys submit an application to fill the vacancy, no later than three (3) business days before the day on which the political party of the prior officeholder submits the Candidate's name to the County Council as one of the three individuals the party nominates to fill the vacancy;
 - d. for a local school board office vacancy, no later than three (3) business days before the day on which the local school board meets to interview each Candidate interested in filling the vacancy in accordance with Utah Code Section 20A-1-511 (as amended).

D. FAILURE TO FILE FINANCIAL STATEMENT:

1. If a Candidate fails to file a financial statement due before the election, the County Clerk:
 - a. may send an electronic notice to the Candidate and the political party of which the Candidate is a member, if any, that states:
 - (i) that the Candidate failed to timely file the statement; and
 - (ii) that, if the Candidate fails to file the statement within twenty-four (24) hours after the deadline for filing the statement, the Candidate will be disqualified and the political party will not be permitted to replace the Candidate; and
 - (iii) impose a fine of \$100 on the Candidate.

2. If a Candidate fails to file a financial statement within twenty-four (24) hours after the deadline for filing the statement, the County Clerk shall disqualify the Candidate and inform the appropriate election officials that the Candidate is disqualified.
 - a. The disqualified Candidate's political party may not replace the Candidate.
 - b. The disqualified Candidate shall file with the County Clerk a complete and accurate campaign finance statement per subsection B.1 above within thirty (30) days after the day on which the Candidate is disqualified.
 - c. The election official (County Clerk or school board administrator, depending on the type of race) shall:
 - (i) notify every opposing Candidate for the office that the Candidate is disqualified;
 - (ii) send an email notification to each voter who is eligible to vote in the race for whom the election official has an email address informing the voter that the Candidate is disqualified and that votes cast for the Candidate will not be counted;
 - (iii) post notice of the disqualification on the county's website; and
 - (iv) if practicable, remove the Candidate's name from the ballot by blacking out the Candidate's name before the ballots are delivered to voters.
 - d. An election official may fulfill the requirement described in subsection D.2.c. above in relation to a mailed ballot, including a military or overseas ballot, by including with the ballot a written notice directing the voter to the county's website to inform the voter whether a Candidate on the ballot is disqualified.
 - e. The election official may not report any votes for that Candidate.
3. A Candidate is not disqualified if:
 - a. the Candidate files the financial statement described in subsection D.1 above no later than noon on the day the County Clerk provides a link to the Utah Lieutenant Governor's Office as provided in G(b)(2) below.
 - b. the financial statement is completed, detailing accurately and completely the information required by this section except for inadvertent omissions or insignificant errors or inaccuracies; and
 - c. the inadvertent or insignificant omissions, errors, or inaccuracies are corrected in an amended statement filed immediately upon their discovery.
4. A financial statement is considered timely filed if:

- a. the statement is received in the County Clerk's Office no later than midnight, Mountain Time, at the end of the day on which the statement is due (the County Clerk shall permit a Candidate to file the financial statement via email to the County Clerk's Office so long as the email is received no later than midnight on the date it is due);
- b. the statement is received in the County Clerk's office with a United States Postal Service postmark three (3) days or more before the date that the statement was due; or
- c. the Candidate has proof that the statement was mailed, with appropriate postage and addressing, three (3) days before the statement was due.

NOTE: The County Clerk shall permit a Candidate to file the financial statement via email to the County Clerks' Office.

E. CAMPAIGN DEPOSITS AND DISBURSEMENTS:

1. Candidates for elective office in a county or local school board office and Candidates seeking appointment to fill a midterm vacancy in a county office or local school board office shall deposit a Contribution into a separate campaign account registered with the Internal Revenue Service as a campaign finance account and used only for these purposes.
2. Candidates for elective office in a county or local school board office and Candidates seeking appointment to fill a midterm vacancy in a county office or local school board office may not deposit or mingle any Contributions received into a personal or business account.
3. Candidates for elective office in a county or local school board office and Candidates seeking appointment to fill a midterm vacancy in a county office or local school board office who receive a Contribution that is cash or a negotiable instrument, exceeds \$50, and is from a donor whose name is unknown, shall, within thirty (30) days after receiving the Contribution, disburse the amount of the Contribution to the Summit County Treasurer for deposit into the Summit County general fund or deposit the amount of the Contribution to an organization that is exempt from federal income taxation under Section 501(c)(3), Internal Revenue Code.
4. If required by a financial institute prior to it opening a campaign finance account and upon request, the County Clerk shall issue a certified proof of candidacy document, on a form provided by the County Clerk, indicating that a person has either filed to run for office or intends to run for office.

F. PENALTIES AND LEGAL ACTION

1. Any person who fails to comply with this section is guilty of an infraction.
2. Any private party in interest may bring an action in a court with jurisdiction under Utah Code Title 78A, Judiciary and Judicial Administration, to enforce the provisions of this section.
3. In a civil action filed under subsection F.2 above, the court shall award costs and attorney fees to the prevailing party.

G. PUBLIC RECORD

1. Notwithstanding any provision of Utah Code Title 63G, Chapter 2, Government Records Access and Management Act, the County Clerk shall:
 - a. make each campaign finance statement filed by a Candidate available for public inspection and copying no later than one (1) business day after the statement is filed; and
 - b. make the campaign finance statement filed by a Candidate available for public inspection by:
 - (i) posting an electronic copy or the contents of the statement on the county's website no later than seven (7) business days after the day on which the statement is filed; and
 - (ii) providing the Utah Lieutenant Governor with a link to the electronic posting described in subsection G.1.b.i no later than two (2) business days after the day the statement is filed.
2. The house or unit number of the physical addresses of individuals who have made Contributions as shown on the campaign financial statements provided to the Clerk's Office shall not be available for public inspection and copying and shall not be released as part of the public posting.

2026 BUDGET PRESENTATION

County Council & Public Hearing

December 3, 2025



**BASIN
RECREATION**

OVERVIEW

- Introduction
- Challenges & Opportunities
- Truth in Taxation
- DRAFT 2026 Budgets
- Summary



INTRODUCTION

The **Snyderville Basin Special Recreation District** Administrative Control Board approved the DRAFT 2026 budgets on October 3, 2025.

The DRAFT 2026 budgets were then presented to the County Council for comment on November 12, 2025.

They are presented now for public comment and final approval.



WHO IS BASIN RECREATION?

- To many, we are the Fieldhouse, but we are also much more, including:
 - 2500 acres of open space
 - 185 miles of trails
 - Several outdoor parks with tennis/pickleball/basketball/volleyball courts, playgrounds, fields, skating & biking venues, and more.
 - Events, programs, fitness classes, and recreational opportunities for all ages.



CHALLENGES



Inflation/cost of goods & insurance



Aging facilities



Population growth/ increased demand



Maintain sufficient numbers of skilled staff



OPPORTUNITIES



High Quality of Service



Community Connection



New Facilities & Programming



Environmental Stewardship



TRUTH IN TAXATION

The **Snyderville Basin Special Recreation District** requests a **15%** increase of their portion of property tax revenue, or **\$1,337,367.00** (= \$6.10 for every \$100,000 of taxable home value)

Purpose:

- FT and PT staff positions
- Contract Services
- Maintain a growing inventory of assets and prepare for on going maintenance and future capital replacement needs
- Insurance Increases



TRUTH IN TAXATION

Impact to Homeowners: \$6.10 / \$100,000 of taxable home value

Examples:

Home Valued at \$1,500,000; Primary Resident

Proposed Potential Increase \$50.32 *annually*

Home Valued at \$1,500,000; Non-Resident/Business

Proposed Potential Increase \$91.50 *annually*

2026 GENERAL FUND BUDGET

- Budget assumptions are shown with and without Truth in Taxation
- Includes five (5) additional FT positions with Truth in Taxation
- “Charges for Services” revenue to increase by 8% based on increased usage and new programs
- Increase in insurance, staffing and on-going maintenance costs

2026 DEBT SERVICE AND IMPACT FEE BUDGETS

- Debt Service remains constant
- Impact Fees estimated over 5-year average
- Impact Fees will be spent as required by law

2026 CAPITAL BUDGET

The 2026 Capital Improvement and Replacement Budget reflects the District's efforts to continue growing at pace with community's demand for services.

Highlights include:

- The East Canyon Creek Trailhead expansion that will take advantage of the recently purchased PP-50 property
- The completion of the Mid-Mountain connector trail through Hi Ute
- Trailside Skate Park renovation and expansion
- The Trailside Upper Parking Lot Expansion that will improve traffic flow in a popular area and create flexibility for the placement of potential future facilities

SUMMARY

Approving Truth in Taxation will allow the District to maintain current programs, facilities, and amenities at a level the community has come to expect, as well as prepare for anticipated future growth



**A BUDGET RESOLUTION OF THE SNYDERVILLE BASIN SPECIAL
RECREATION DISTRICT
2026 BUDGETS**

WHEREAS, pursuant to Utah §17B-1-622, on December 03, 2025, the Summit County Council, acting as the governing body of the Snyderville Basin Special Recreation District, held a public hearing to approve the following 2026 budgets: Operating Fund, Capital Fund, and Debt Service Fund; and,

WHEREAS, the Summit County Council, acting as the governing body of the Snyderville Basin Special Recreation District, finds that it is in the best interests of the District to adopt the 2026 budgets of the following: Operating Fund, Capital Fund, and Debt Service Fund;

NOW THEREFORE, BE IT RESOLVED, pursuant to Utah §17B-1-614, the Summit County Council, acting as the governing body of the Snyderville Basin Special Recreation District, hereby adopts the 2025 budgets, as shown herein:

2026

2026 Operating Budget

Revenue: \$12,994,250

Expense: \$12,994,250

Change in Net Position: \$0

2026 Capital Budget

\$5,510,600

2026 Debt Service Budget

\$4,693,125

(signatures on the following page)

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Council, this 3rd day of December 2025.

SNYDERVILLE BASIN SPECIAL
RECREATION DISTRICT
SUMMIT COUNTY, STATE OF UTAH

ATTEST:

Evelyn Furse
County Clerk

By: _____
Tonja Hanson
Chair, Governing Body

APPROVED AS TO FORM:

David L. Thomas
Chief Deputy

*Public Hearing Regarding the Issuance of Not
More Than \$99 Million*



Pledged Revenues

USC 59-12 Part 4: “Impacted Communities Taxes Act”

59-12-401(6)(b) A 3rd Class county may impose the resort communities tax of up to 1.1% by County Ordinance.

(c) Revenues generated from this tax may only be used on transportation infrastructure and improvements and transit projects.



Pledged Revenues

- Ordinance Number 999, adopted by County Council on November 12, 2025
- At a rate of 1.1% the estimated annual revenues generated from the resort communities tax would be approximately \$17.0M
- Projected revenues would provide >2 times debt service coverage for better bond rating



Bond Uses

- Finance public infrastructure improvements, including transportation infrastructure, transit projects and related improvements
- Fund any necessary debt service reserve funds
- Pay capitalization costs associated with the bond issuance



Calendar

- November 12th:
 - Council adopted the Impacted Communities Tax and Bond Parameters Resolution
 - Commenced 30-day contest period
- December 13th:
 - Expiration of contest period, hold public hearing and approve Preliminary Official Statement
- January:
 - Issue POS, receive bond rating, competitive bond sale



Questions?

Public Hearing





STAFF REPORT

To: Summit County Council
From: Ray Milliner, Maddy McDonough, Mustapha Osman, and Megan Nick
Date of Meeting: December 17, 2025
Type of Item: General Plan Amendment – Public Hearing, Possible Action
Process: Legislative Review

Proposal

The purpose of this amendment is to create a Water Element for the Snyderville Basin General Plan.

Background

Utah Code section 17-27a-403 mandates that all Counties implement a Water Use and Preservation element in their General Plans by December 31, 2025. The legislation requires that the element address the following:

1. The effect of permitted development or patterns of development on water demand and water infrastructure.
2. Methods of reducing water demand and per capita consumption for future development.
3. Methods of reducing water demand and per capita consumption for existing development.
4. Opportunities for the County to modify the County's operations to eliminate practices or conditions that waste water.

When creating the document, staff was required to reach out to:

- Public Water Systems.
- Utah Division of Water Resources
- Utah Department of Agriculture
- Local Irrigation or Canal Companies

In 2022, Summit County participated in the Utah Growing Smart workshop, which was funded by the Utah Division of Water Resources. Because of our attendance at the workshop, we received technical assistance from "Western Resource Advocates" who aided in the drafting of this document.

Public comment for the plan was gathered through the “Our Summit” visioning survey, General Plan Community Open Houses, and online surveys, which included feedback related to water conservation and preservation. The draft water element has been reviewed and commented on by all applicable County departments and staff as well as representatives from Park City Municipal and the required outreach partners (Mountain Regional Water, Service area 3, Summit Water etc.).

The draft Water Element provides a framework for how Summit County will manage its water resources moving forward. It looks at where our water comes from, how much we use, and what challenges we face with supply, quality, and conservation. The document outlines goals, policies, and strategies that connect water planning with land use decisions, promote coordination with local providers, and emphasize conservation and efficiency.

Analysis

Section 10-7-2 of the Snyderville Basin Development Code states that whenever an amendment to the General Plan is initiated, it must be reviewed by the Planning Commission who will deliver a recommendation to the County Council. The County Council, after holding a public hearing, shall approve, approve with modifications or deny the amendment according to the following criteria.

Criteria 1: The proposed amendment will not affect the existing character of the surrounding area in an adverse or unreasonable manner. **COMPLIES**

Analysis: The proposed amendment to the General Plan will not affect the Snyderville Basin in an adverse or unreasonable manner, the proposed amendment is designed to provide decision makers with information that is critical to understanding the amount of water available for future use, and how to best use it to protect the environment and the citizens of the County.

Criteria 2: The amendment is consistent with the general plan land use map, the goals, objectives and policies of the general plan and neighborhood planning area plans, and the program for resort and mountain development established in chapter 1 of this title. **COMPLIES**

Analysis: The amendment is consistent with the General Plan because the Water Element aligns future development with available water resources. The goals, objectives, and policies in the document are consistent with Summit County land use strategies, such as compact growth, and protection of critical lands. The amendment promotes sustainable water use, and watershed protection.

Criteria 3: The amendment is consistent with the uses of properties nearby. **COMPLIES**

Analysis: The Water Element does not change land uses or authorize new uses. It supports existing development, and promotes sustainable water management/watershed

protection. The element helps ensure that current land uses can continue to function without adverse impacts on neighboring properties or water resources.

Criteria 4: The property for which the amendment is proposed is suitable for the intensity of use which will be permitted on the property if the amendment is allowed. **COMPLIES**

Analysis: The language will provide needed data and information that will aid decision makers when making decisions regarding land use decisions in the Basin.

Criteria 5: The removal of the then existing restrictions will not unduly affect nearby property. **COMPLIES**

Analysis: No existing restrictions are being removed.

Criteria 6: The public health, safety and welfare will not be adversely impacted by the proposed amendment. **COMPLIES**

Analysis: The language is designed to protect the health, safety and welfare of the people.

Recommendation

Staff recommend that the Summit County Council review the proposed amendments to the Snyderville Basin General Plan, conduct a public hearing and approve the attached ordinance per the findings of fact and conclusions of law written below.

Findings of Fact

1. Utah Code section 17-27a-403 mandates that all Counties implement a Water Use and Preservation element in their General Plans by December 31, 2025.
2. Public comment for the plan was gathered through the “Our Summit” visioning survey, General Plan Community Open Houses, and online surveys.
3. The document has been reviewed and commented on by all applicable County departments and staff as well as representatives from Park City Municipal and the required outreach partners.
4. The amendment will apply to the entire Snyderville Basin Planning District.
5. The intent of the language is to protect existing water resources in the Basin for use by existing and future residents.
6. The proposed amendment aligns with the intent and direction of the existing General Plan and will enhance its effectiveness by reinforcing established goals and policies.
7. The Snyderville Basin Planning Commission conducted a public hearing on October 14, 2025.

Conclusions of Law:

1. The proposed amendment will not affect the existing character of the surrounding area in an adverse or unreasonable manner.
2. The amendment is consistent with the general plan land use map, the goals, objectives and policies of the general plan and neighborhood planning area plans, and the program for resort and mountain development established in chapter 1 of this title.
3. The amendment is consistent with the uses of properties nearby.
4. The property for which the amendment is proposed is suitable for the intensity of use which will be permitted on the property if the amendment is allowed.
5. The removal of the existing restrictions will not affect nearby property.
6. The public health, safety and welfare will not be adversely impacted by the proposed amendment.

Exhibits

Exhibit A. Proposed Ordinance

**SUMMIT COUNTY, UTAH
ORDINANCE NO. 1003**

**AN ORDINANCE AMENDING THE SNYDERVILLE BASIN GENERAL PLAN CREATING CHAPTER 8
SUSTAINABLE DEVELOPMENT, WATER USE, AND AGRICULTURE**

PREAMBLE

WHEREAS, pursuant to Utah Code Annotated §17-27a-401, each county is required to adopt a General Plan to guide growth and development within its jurisdiction; and

WHEREAS, Utah Code Annotated §17-27a-401(3)(a) requires that the General Plan includes a Water Use and Preservation Element addressing current and future water supply, demand, and conservation; and

WHEREAS, the Snyderville Basin Planning Commission has prepared and reviewed a draft Water Element as part of the County’s General Plan update, consistent with statutory requirements and the County’s long-term sustainability goals; and

WHEREAS, the Snyderville Basin Planning Commission, following due notice, conducted a public hearing and recommended adoption of the Water Element to the County Council; and

WHEREAS, the Summit County Council has reviewed the proposed Water Element, considered public comment, and found that its adoption promotes sound planning, responsible water management, and the general welfare of the County’s residents; and

WHEREAS, the County is required to adopt an updated Water Element by December 31, 2025, in accordance with state law; and,

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

Section 1. **SNYDERVILLE BASIN GENERAL PLAN** The Snyderville Basin General Plan is amended as depicted in Exhibit A.

Section 2. **Effective Date.** This Ordinance shall take effect upon publication.

Enacted this ___ day of _____, 2025.

ATTEST:

SUMMIT COUNTY COUNCIL

Evelyn Furse
Summit County Clerk

Tonya Hanson, Chair

APPROVED AS TO FORM

David L. Thomas
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

| | |
|-------------------------|-------|
| Councilmember Hanson | _____ |
| Councilmember Robinson | _____ |
| Councilmember Mckenna | _____ |
| Councilmember Armstrong | _____ |
| Councilmember Harte | _____ |

EXHIBIT A PROPOSED AMENDMENTS

Supplemental Chapter: Sustainable Development, Water Use, and Agriculture

I. Introduction

In recent years, drought, climate change, and rapid population growth have placed increasing strain on Utah's limited water resources. On April 21, 2022, Governor Spencer J. Cox issued an Executive Order declaring a state of emergency due to drought conditions in Utah. That summer, the Great Salt Lake also reached its lowest levels ever recorded¹. In response to the declaration, the governor's office released an action plan for water, which included better integrating water and land use planning at the local level². As a result of this increasing pressure on the state's water resources, in 2022 the Utah state legislature passed SB 110: Water as Part of a General Plan. SB 110 requires municipalities and counties to develop general plans that consider the effect of development on water demand and water infrastructure, methods of reducing water demand and per capita water use for existing and future development, and potential changes to local government operations to reduce water waste.³ This section of the Snyderville Basin General Plan meets the intent of both SB 110 and other statutory general plan requirements, including agricultural protection (UT Code § 17-27a-403).⁴

In Summit County, climate change is expected to result in more frequent and severe droughts, thus increasing water scarcity in the County. According to a Woodwell Climate Research Center Climate Risk Assessment Report for Summit County, in the past two decades (2000–2020), central Summit County experienced severe drought less than 20% of the time. By mid-century (2040–2060), severe drought stress will increase to less than 30% of the time.⁵ As of September 2025, 98% of Summit County was experiencing severe or extreme drought, according to the U.S. Drought Monitor.⁶

Summit County also continues to grow – albeit more slowly than much of the State. By 2050, the population is projected to reach 55,373, a 19.5% increase from the County's 2025 population of approximately 44,556. This is a growth rate of approximately 0.78% per year.⁷ In the past few decades, the Snyderville Basin ("the Basin") has transitioned from a rural valley to a primarily urbanized community. Future growth is primarily expected to occur in the residential sector, with some increase in commercial activity, especially within Park City Municipal.⁸

¹ <https://www.usgs.gov/media/before-after/great-salt-lake-comparison-1986-and-2022>

² <https://gopb.utah.gov/waterplan/>

³ <https://le.utah.gov/~2022/bills/static/SB0110.html>

⁴ <https://law.justia.com/codes/utah/2017/title-10/chapter-9a/part-4/section-403/>

⁵ <https://drive.google.com/drive/u/0/folders/1t7MOCITiMmhZc9MI2nf-Hj0e4tEBYA0->

⁶ <https://www.drought.gov/states/utah/county/Summit>

⁷ <https://gardner.utah.edu/utah-demographics/population-projections/state-and-county-projections-tableau/>

⁸ See Appendix B: Summit County Water Provider Data

According to the Woodwell report’s water scarcity index, much of the County faces high water scarcity, driven by unsustainable groundwater pumping in the East and high projected water stress throughout the County, defined as the ratio of water withdrawals to available renewable water.⁹

Summit County residents have already faced challenges associated with water scarcity. In October 2021, a prolonged drought brought Rockport Reservoir down to 26% of total capacity. Facing very low reservoir conditions, in 2022, Weber Basin Water Conservancy District (“WBWCD”) – a wholesale water supplier within the Weber River drainage, which supplies some of the water resources for the County - reduced their contract allocations by 10% for indoor use, 60% for outdoor irrigation, and 40% for agricultural use. Two of the Basin’s water providers – Mountain Regional and Summit Water – responded with mandatory water use restrictions for their customers and increased water rates.¹⁰

One of Summit County’s core values is preservation: preserving our land, water, air, and culture. Water underpins the health of our environment, economy, and people. Seated at the headwaters of the Weber Basin Watershed, Summit County is committed to ensuring a resilient water future for its residents, farmers, businesses, and visitors while protecting the County’s critical rivers, streams, and wildlife and doing its part to support its downstream beneficiaries, most importantly the Great Salt Lake. To do so, the County will continue to take action to protect water quality and support the strong integration of water conservation and efficiency into land use planning through policy, programming, education, restoration, and stakeholder engagement. The following polished water element outlines the Basin’s existing water conditions, actions that have already been taken in the Basin to improve water resiliency, and new goals and strategies for reducing water demand in existing and new development.

While large-scale grazing and farming has diminished, agriculture continues to shape the Basin’s heritage, landscape, and sense of place. Remaining agricultural lands, equestrian operations, and specialty farms provide community benefits including open space, local food opportunities, ecosystem services, and a connection to the area’s history. Because agriculture is closely tied to water resources, an agricultural component is included within the Basin’s Water Element. Even small-scale agriculture influences how water is used, conserved, and managed. The policies and strategies below emphasize not only the protection of remaining agricultural lands but also the need to integrate water efficiency and stewardship into all agricultural practices.

⁹ <https://drive.google.com/drive/u/0/folders/1t7MOCITiMmhZc9MI2nf-Hj0e4tEBYA0->

¹⁰ <https://www.summitcountyutah.gov/DocumentCenter/View/20539/MRW-2023-Tentative-Budget-and-Proposed-2022-Amended-Budget>,
https://www.mtnregionalwaterutah.gov/files/9669127c5/2022%2BMRW%2BRules%2Band%2BRegulations%2BFINAL%2BSIGNED%2B%28adopted%2B12_7_22%29.pdf

Both the Utah Housing Strategic Plan and the Utah Resource and Infrastructure Housing Capacity Analysis report indicate that water availability is a constraint on the development of affordable and attainable housing in the coming years. Both reports call for increased water conservation efforts.

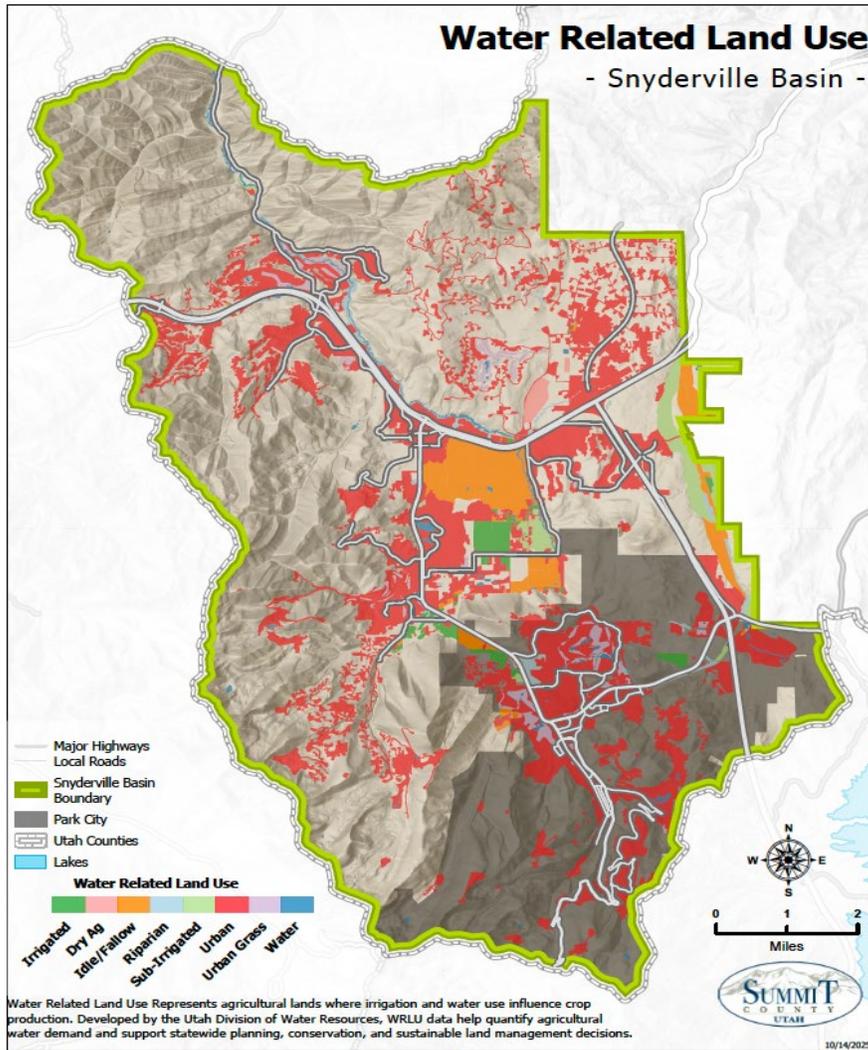


Figure 1 Water Related Land Use

II. Stakeholder Engagement

This section – and the identified goals and strategies – were developed with input from state agencies, water providers, community members, and other stakeholders.

In 2022, the County participated in the inaugural Utah Growing Water Smart workshop¹¹, a program funded in part by the Utah Division of Water Resources. Several of the actions identified during this collaborative workshop are included in this water element. The County received Growing Water Smart Technical Assistance to develop this water element from Western Resource Advocates, as well as guidance on this planning effort from staff at the Utah Division of Water Resources (DWRe). In Fall 2024, Summit County applied for and received funding from DWRe to support mapping and visualization associated with the water element.

Basin community members have also been engaged in this process. In 2024, approximately 200 Basin residents provided input on the General Plan through an *Our Summit* visioning survey. Additionally, on October 1st, 2024, the County held a General Plan Community Open House in Kimball Junction to solicit input on General Plan priorities, including those related to water preservation and conservation.

The survey results and Open House feedback - which will also be described in other sections of this General Plan - indicated that respondents are concerned about unmitigated growth, urban sprawl, and water security. When asked what issues respondents were most concerned about when considering Summit County's future, availability of water supply ranked fourth out of eighteen responses, only behind traffic, preservation of open space, and not enough development control. Water ranked #1 - with 35% ranking water first - when asked which resources needed the most attention in order to improve or maintain the quality of life in Snyderville Basin. And 85% of respondents said the rate of growth in the Basin was too fast or faster than they'd like.

¹¹ <https://water.utah.gov/growing-water-smart/>

Q6 Which of the following resources need the most attention in order to improve or maintain the quality of life in Snyderville Basin? Please rank the following in order of importance with the top being the highest priority. Click the up/down arrows to move each item.

Answered: 118 Skipped: 12

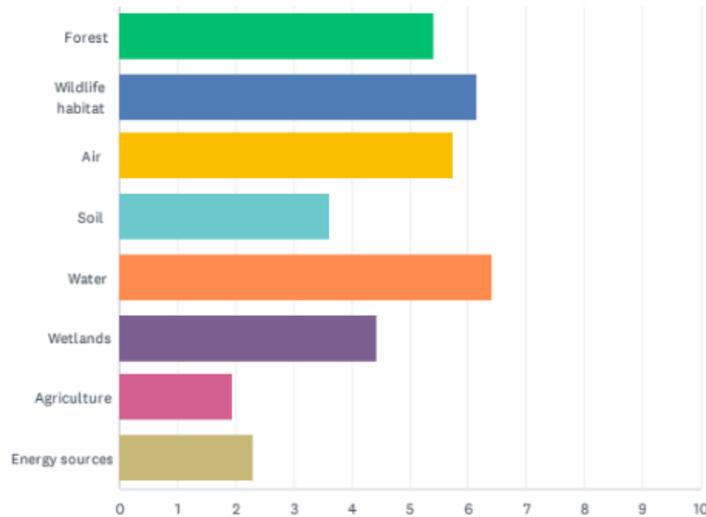


Figure 2. Priority Ranking of Snyderville Basin Resources

Additionally, when presented with strategies for reducing water use the most popular options were incentivizing agricultural operators to install efficient irrigation systems (85%), reducing setbacks to limit the amount of irrigated land (75%), and incentivizing the sealing of irrigation ditches and canals (67%). These strategies need to be carefully considered before being implemented.

County staff also solicited feedback on specific strategies and educational opportunities from Utah State University Extension staff in Summit County. This feedback and survey results have been incorporated into both the Basin and Eastern Summit water elements.

Separately, the Summit County Health Department conducted a countywide survey in 2024 to inform the Community Health Assessment. About a third (35.2%) of the survey respondents said they were somewhat concerned about their drinking water quality, and 16.4% said they were very concerned. Additionally, in May 2024, the Summit County Health Department facilitated group discussions on the impact of a changing climate on personal and community health to gather input for the Community Health Assessment. Key themes that emerged from these discussions included: drought and its impact on crops, livestock, and the local agricultural

economy; water anxiety and a sentiment that County and state attitudes concerning water are overly optimistic; and a need to shift towards water wise landscaping and irrigation.

In Spring 2025, County staff contacted the six Snyderville Basin water providers via email and phone calls to complete a short survey with information about their water system, water supply planning, and water conservation efforts. The six Basin providers include Gorgoza Mutual Water (“Gorgoza”), Summit Water Distribution Company (“Summit Water”), Mountain Regional Water Special Service District (“Mountain Regional”), Park City Water System (“Park City”), Summit County Service Area 3 (“SCSA3”), and High Valley Water Company (“High Valley”). Staff received responses from three water providers representing 60% of the population served in the Basin. Additional water provider data was gathered from available Water Conservation Plans, water provider websites, annual water concurrency reporting, and through the Utah Division of Water Rights. Collated responses and data are available in Appendix B: Summit County Water Provider Data for Snyderville Basin.

Canal and irrigation companies with mailing addresses available were sent a postcard on October 24, 2025, informing them about the water element process and requesting feedback on the drafted plan. They were also provided with staff contact information. One provider responded with comments as of December 4, 2025. A list of all irrigation and canal companies and their status in the Basin are below.

| Company Name | Inv Status |
|-----------------------------------|--------------|
| Community Water Company | Piped |
| Gorgoza Mutual Water Company | Piped |
| Summit Water Distribution Company | Other Exempt |
| High Valley Water Company | Under 5 CFS |

Table 1. Irrigation and Canal Companies in Snyderville Basin

Additionally, the County met with key agricultural stakeholders to understand current conditions and future needs. Staff consulted with the Utah Department of Agriculture and Food (UDAF), the Kamas Valley Conservation District, and the Summit Conservation District. These discussions focused on irrigation infrastructure, agricultural water rights, conservation programs, and opportunities to support producers.

A draft water element was sent to internal and external stakeholders for review and analysis. An updated draft was presented to the Snyderville Basin Planning Commission on October 14, 2025. Additionally, the draft plan was available for public review and comment between October 9 and 17 and the polished draft was available for review and comment between October 24 and November 5.

Between October 9 and 17, we received six public comments on the Snyderville Basin water element. The suggestions that could be implemented have been updated in the plan. Comments also revealed some areas in which additional data is needed. Please see Appendix A for the public comments.

III. Existing Conditions

In the Snyderville Basin, water services are provided by six water providers to a population of 35,699 people through 16,165 metered connections and private wells.

| Water Provider | Metered Connections |
|------------------------------|---------------------|
| Mountain Regional | 6,067 |
| Park City Municipal | 5,480 |
| Summit Water | 2,500 |
| Gorgoza | 1,646 |
| High Valley | 255 |
| Summit County Service area 3 | 217 |
| Total | 16,165 |

Table 2. Water Provider existing metered connections.

Weber Basin Water Conservancy District is the wholesale water supplier for the Snyderville Basin, both supplying water to retail providers and helping to manage the sale of surplus retail supplies.

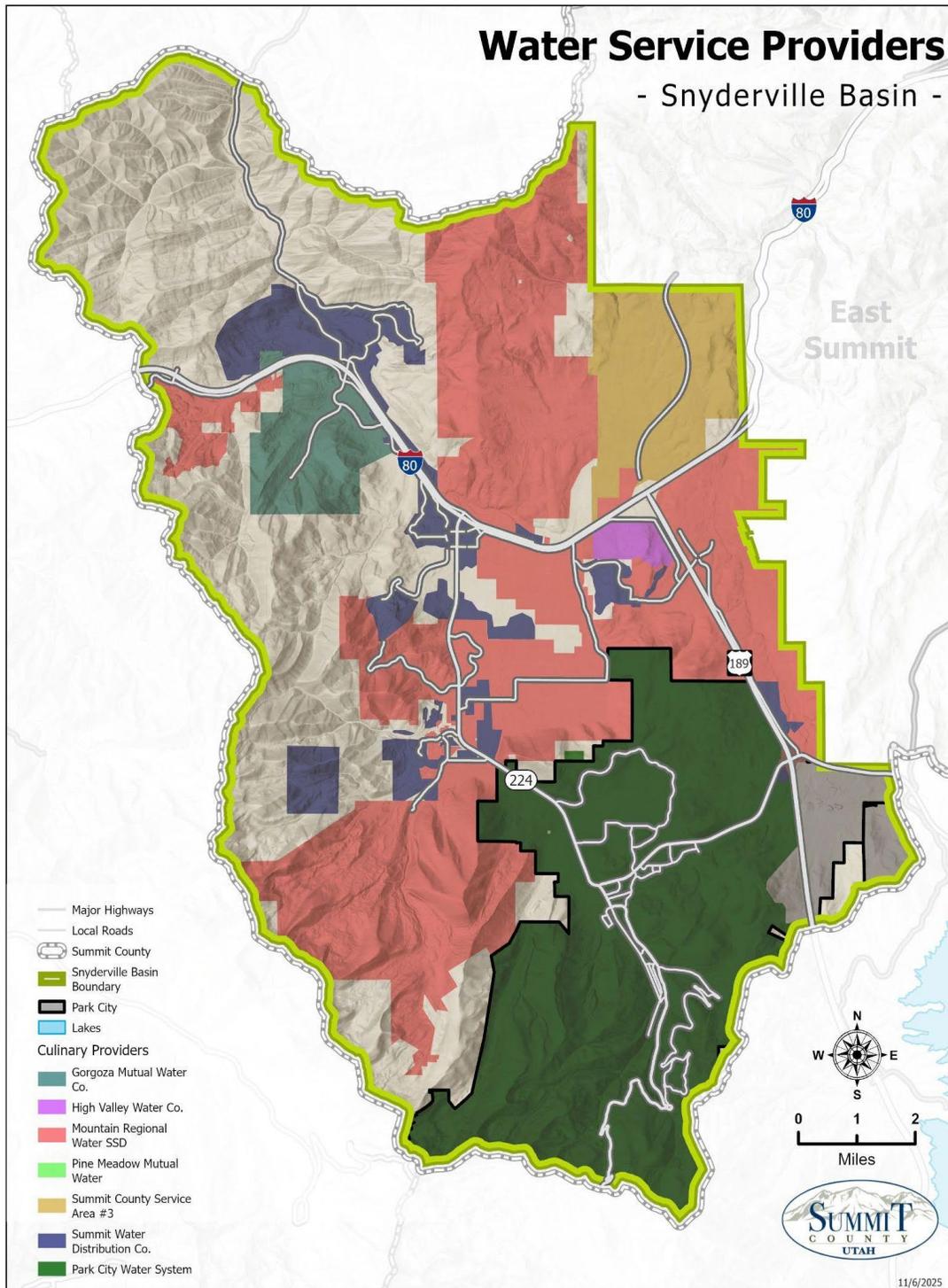


Figure 3: Map of Snyderville Basin Service Providers

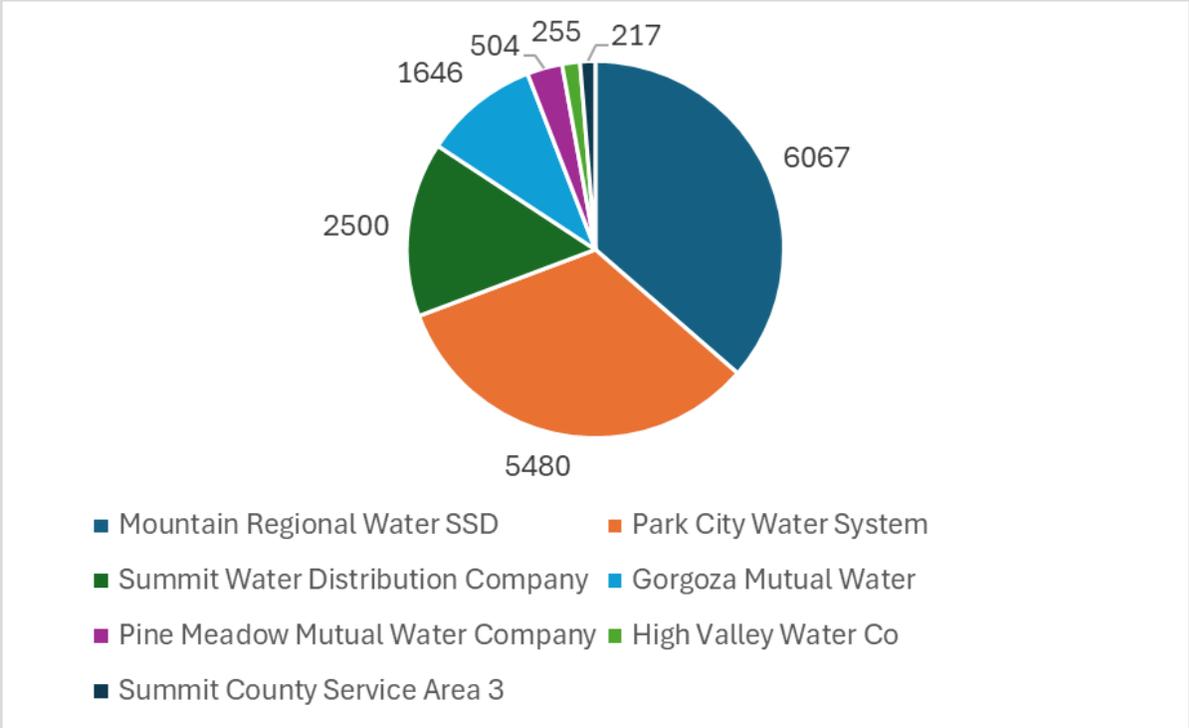


Figure 4 Number of Connections per Basin Water Provider

According to data from the Division of Water Rights, there are two private wells for industrial use and two private wells for secondary use in the Basin. For those wells that reported in 2024, there was an estimated 180 acre-feet total usage.

| System Name | Type | Source Name | 2024 usage (acre-feet) |
|---|------------|------------------|------------------------|
| Geneva Rock (Park City) | Industrial | Park City Well | 36.24 |
| GGC Member Acquisition, Inc (Golf Club) | Secondary | Greyhawk Well #2 | 3.391116021 |
| SPH21, LLC (Canyons Golf Club) | Secondary | Well No. 4b | 140.371028 |

Table 3. Private wells for secondary use

There are many smaller privately owned wells that do not currently report to the DWR within the Basin for which we do not have data for.

Based on a 3-year average from 2020--2022, total water demand in the Basin is approximately 11,194 acre-feet per year.¹² The total annual available supplies in 2020 ranged from 12,484 to 12,777 acre-feet based on a low-end and high-end estimate. This means that current supplies exceed current demands across the Basin. At the individual provider level, the picture is slightly more complex. Park City currently has the most robust excess supply and leases some of this surplus - approximately 6% of their supply as of 2024 - to WBWCD to sell to Summit Water Distribution Company.¹³

Across the Basin, 68% of water is sourced from numerous groundwater wells or spring water and 32% is sourced from surface water. Most of this surface water comes from the Weber River in Eastern Summit County via the Lost Canyon Project and Rockport Reservoir. Rockport Reservoir is owned and operated by Weber Basin Water Conservancy District. In Park City, approximately 40% of the water supply is sourced from the City's old mining tunnels, which function similarly to groundwater wells.

Acre foot - An acre foot of water is a measurement used to describe large volumes of water. One acre foot is the amount of water it would take to cover one acre of land in one foot of water. This is 325,851 gallons of water, or enough water for two average US households per year.

Two providers – Mountain Regional and Park City – provide secondary water service for outdoor irrigation. The secondary water system in the Basin is relatively small, accounting for 1,260 acre-feet of water use - or 10% of overall demand - with much of that water used for irrigation at Promontory golf courses. Both of these secondary systems are fully metered.

Per the WBWCD's 2024 Supply and Demand Study for the Basin, gallons per capita per day (GPCD) use in the Basin is 155, with an adjustment to account for high visitor numbers. This is significantly lower than Utah's 2019 statewide average of 223 GPCD. Part of this variation is due to Summit County's high elevation and thus, lower landscape irrigation demands.¹⁴ Notably, the visitation adjustment accounts for an equivalent population increase of 65,000 people - assuming 2.6 million visitors over 4-months during the winter for an average stay of 3-days. This signifies the significant role that visitors have on water use in the Basin.

¹² WBWCD Supply and Demand Study, 2024, Table 2-2

¹³ <https://parkcityut.portal.civicclerk.com/event/269/files/attachment/7816>

¹⁴ <https://water.utah.gov/latest-water-use-numbers-posted-to-revamped-open-water-data-website/>

Gallons per Capita per Day (GPCD) - A measurement of the average amount of water used by an individual in an area's population in one day.

Even so, outdoor water use accounts for a significant amount of water use in the Basin. 56% of water is used indoors and 44% is applied outdoors. In Park City, almost 70% of total summer consumption is used for irrigation.

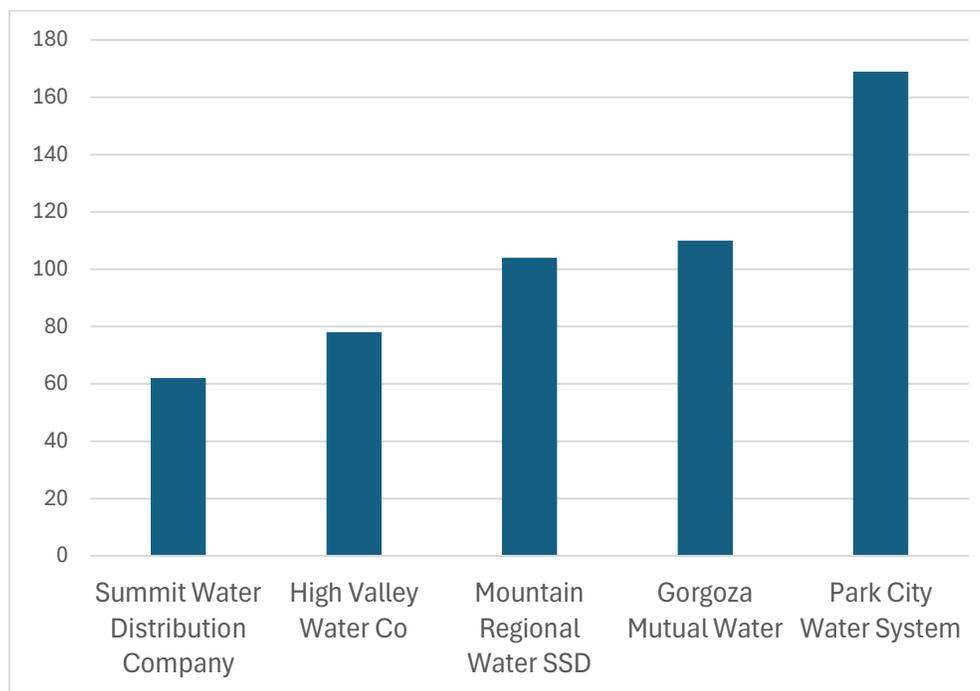


Figure 5 Basin Water Provider GPCD¹⁵

Most of the Basin's water is used in the residential sector (59%), followed by the commercial sector (21%), the industrial sector which includes snowmaking (16%), and the institutional sector (3%). In Park City, 13% of the City's water supply is used for snowmaking.

¹⁵ GPCD figure is not available for SCAS3.

Average system water loss is 19% of treated water, which is 5% higher than the 14% national average.¹⁶

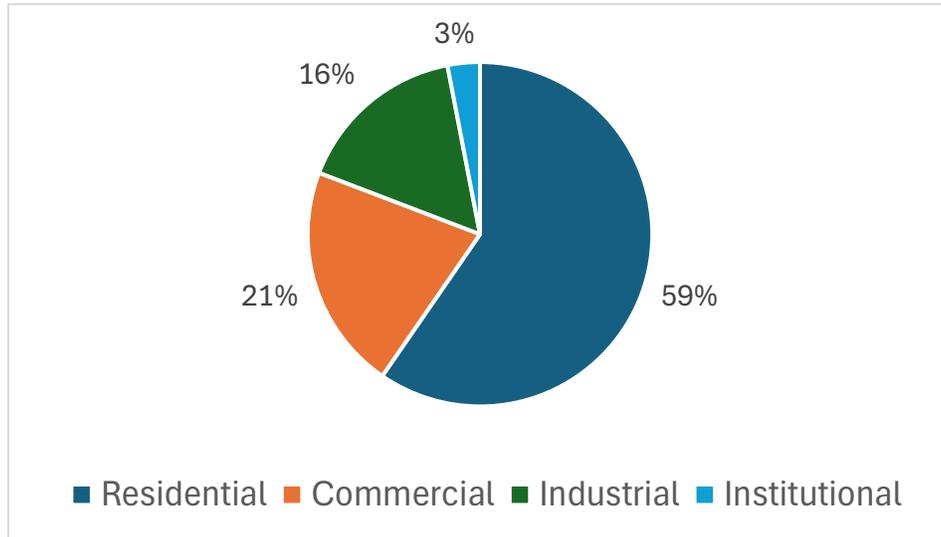


Figure 6 Basin Water Use by Sector

Wastewater Treatment in the Basin

Snyderville Basin Water Reclamation District (“SBWRD”) collects and treats wastewater in the East Canyon and Silver Creek water reclamation facilities and it is then placed back into East Canyon Creek and Silver Creek. On average, SBWRD treats 3.5 million gallons per day (MGD) - or 3,920,650 acre-feet per year - and has capacity to treat 6.0 MGD. Properties that are not connected to SBWRD wastewater lines use private, onsite wastewater treatment systems (or septic systems). Summit County’s Environmental Health Department maintains a septic program to ensure the safe design and permitting of septic systems.¹⁷

Centralized wastewater treatment is often considered beneficial for residents and businesses given the consistency of service and the lower maintenance costs. It also supports Summit County’s goal to protect and restore local stream flows. New individual parcels that are within 300 feet of a public sewer connection are required by County code to tie into SBWRD’s system.¹⁸ New subdivisions may be required to tie in based on the aggregate size of all the lots and the distance to the connection. The Silver Creek and Highland Estates

¹⁶ <https://www.epa.gov/sustainable-water-infrastructure/water-efficiency-water-suppliers>

¹⁷ <https://summitcountyhealth.org/permitting-new-septic-system/>

¹⁸ <https://www.summitcountyutah.gov/DocumentCenter/View/24971/Summit-County-Code-PDF-#page=309>

neighborhoods may be appropriate locations for extended SBWRD services given their proximity to the public sewer connection.

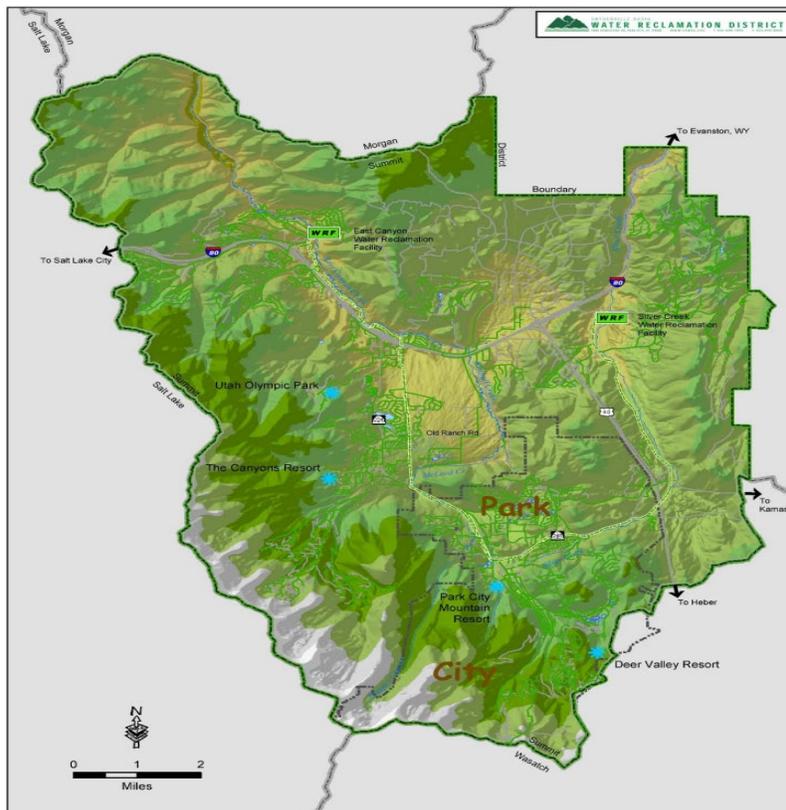


Figure 7: Map of Snyderville Basin Water Reclamation District Service Area

Water Rights in Summit County

Water rights are essential for Summit County to ensure legal access to water for municipal, agricultural, recreational, and environmental uses. A comprehensive water rights plan assists the County in the management of existing resources efficiently, avoids forfeiture due to nonuse, and adapts to changing land use and infrastructure needs. A proactive plan also supports long-term sustainability, compliance with state regulations, and equitable distribution of water across County assets.

Understanding and managing water rights in Utah is incredibly complex. Water rights are governed by Utah Code Title 73, which declares all water in the state to be public property (§73-1-1) and establishes beneficial use as the basis, measure, and limit of all rights to use water (§73-1-3). Rights may be lost through abandonment or nonuse over a seven-year period unless a nonuse application is filed (§73-1-4). Water rights are acquired and modified through formal applications to appropriate, change, or exchange water, and must be actively maintained through filings and compliance with deadlines.

It is also important to distinguish water rights from water shares. A water right is a legal entitlement to divert and use water from a specific source, while a water share represents ownership in a water company or irrigation entity and entitles the holder to a portion of the company's water, subject to its rules and infrastructure. Water shares do not automatically confer a standalone water right and often require separate change applications to be used outside their original context (§73-1-11). While a comprehensive water rights analysis is not a component of this Water Element Plan, Summit County is actively working toward that goal for all County-owned water rights.

III. Future Water Supply and Demand

A key component of the Snyderville Basin's future water security is based on the Western Summit County Project Master Agreement which was adopted in 2013 by the three largest providers - Park City, Summit Water, and Mountain Regional.¹⁹ The agreement ended a two-decade "water war" in the County by giving authority to Weber Basin Water Conservancy District to ensure water for the Basin for the short and long-term.²⁰ The agreement requires the three providers to share their surplus water resources with each other. If all existing water resources are exhausted

¹⁹ <https://parkcity.gov/Home/ShowDocument?id=37053>

²⁰ <https://www.kpcw.org/local-news/2019-04-02/summit-water-distribution-company-planning-for-the-future>

and additional supplies are needed, Weber Basin Water Conservancy District becomes responsible for building an additional water importation project into the Basin.

Mountain Regional – which functions as both a retail and wholesale provider in the Basin - is the only Basin provider that is projecting additional water demand and a need for significantly expanded treatment capacity. Mountain Regional is currently updating its Signal Hill Treatment Plant in Promontory – which draws water from Rockport Reservoir – to increase treatment capacity from 2.6 million gallons per day to 5.5 million gallons per day, more than double the current capacity. Given the District’s reported current GPCD of 104 and 14% water loss, this additional capacity is equivalent to the water demands of 24,300 residents. The project will reportedly support new growth and create system redundancy, allowing Mountain Regional to take its full allocation from the Weber River.²¹

Beyond the Signal Hill Treatment Plant, there isn’t an anticipated need for additional storage or supply acquisition in the Basin according to the water providers’ current planning horizons. In Park City, this is likely due to the City’s robust water supply portfolio which exceeds current demands. The Gorgoza and High Valley water service areas consider themselves fully built out, and thus unlikely to experience new demands.²² Gorgoza, Summit Water, and Mountain Regional (on the retail provider-side) have established water conservation targets to reduce overall system demands in 2030 and 2050. They aim to achieve these targets through a variety of water conservation strategies such as water loss control and conservation-oriented water rates²³. This is further outlined in Section IV. If these targets come to fruition, it would mean that there is little – if any - anticipated increase in water demands amongst these three providers.

As shown in Figure 8, WBWCD’s 2024 Supply and Demand Study provides Snyderville Basin-wide water supply and demand scenarios through 2070. Based on this analysis, under a low-supply scenario (left), demand would exceed supply unless the Basin was able to achieve ambitious state water conservation goals. This is represented by the Demand 6 line where conservation trends are strong, and climate and population trends are baseline. Under a high-supply scenario (right), demand would *only* exceed supplies in a high demand scenario. This is represented by the Demand 1 line where both climate change trends and population projections are high and water conservation trends are weak.

²¹ <https://www.kpcw.org/summit-county/2025-07-08/summit-countys-largest-water-company-says-43m-bond-will-double-capacity>

²² Personal Communication, Andy Garland, Mountain Regional

²³

4.3.6 Snyderville Basin

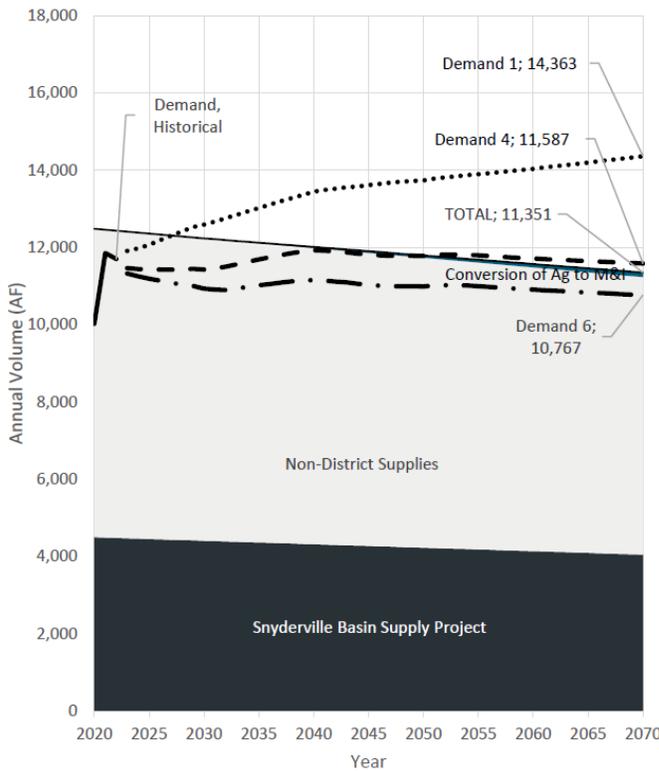


Figure 4-25. Supply (Low) and Demand, Snyderville Basin, Total

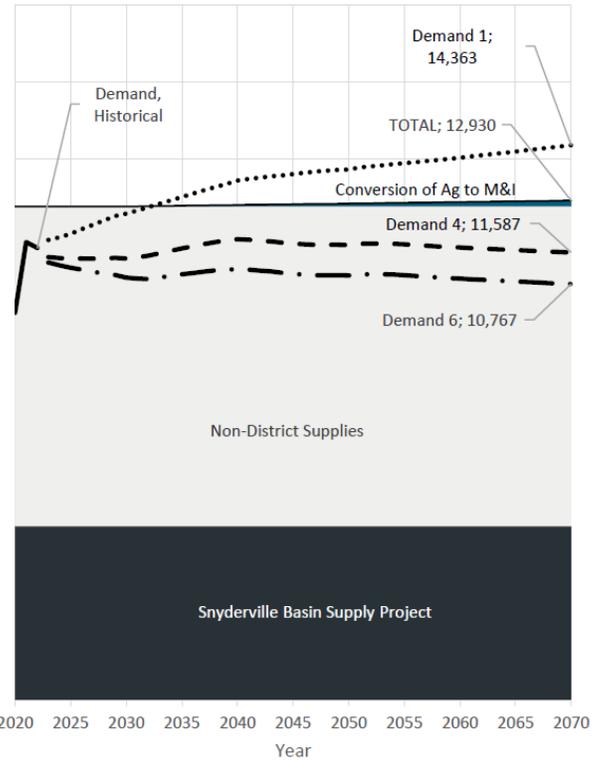


Figure 4-26. Supply (High) and Demand, Snyderville Basin, Total

Figure 8 WBWCD’s Supply & Demand Scenarios for the Snyderville Basin²⁴

| | |
|--------------------------|------------|
| Scenario 1 – high demand | |
| Scenario 4 – baseline | ----- |
| Scenario 6 – State goals | .-.-.-.-.- |

As demonstrated by this analysis, a key factor that could influence future water security is the impact of more persistent multi-year droughts on both supply (i.e., snowpack, reservoir storage, groundwater levels) and demand (i.e., more water used for cooling and irrigation when temperatures rise). If Utah’s drought conditions in 2021-2022 offer any indication,²⁵ future

²⁴ In Figure 8, the “Snyderville Basin Supply Project” is an agreement that allowed Weber Basin Water Conservancy District to acquire the use of 5,000 AF of East Canyon Reservoir water from Davis and Weber Counties Canal Co. (DWCCC) for use in the Snyderville Basin. This supply is prioritized for use in the Snyderville Basin through 2040.

²⁵ <https://www.drought.gov/states/utah>

droughts could result in mandatory water use restrictions, drought-related rate increases, and even building moratoriums (as seen in Eastern Summit County). Given this uncertainty, it's critical to invest in long-term, demand-side efficiencies for new and existing development that can improve the Basin's resilience to drought.

An additional factor that may influence water security is the impact of the 2025 Statewide Strategic Housing Plan on the Basin's current planned growth and development.²⁶ Possible tactics under consideration – such as eliminating or limiting impact fees for new Accessory Dwelling Units (ADUs) or implementing flexible parking requirements – may result in additional development pressure in Summit County.²⁷ While this growth will not necessarily equate to additional water use, if it's allowed to occur without enacting strong water efficiency policy and requirements in Summit County then it could lead to additional water supply pressure.

Stormwater Management in Summit County

In addition to this General Plan, the County has a Stormwater Management Plan reviewed and updated annually, as needed, that outlines the County's stormwater system and goal to reduce the amount of pollutants entering streams, lakes and rivers as a result of runoff from residential, commercial, industrial, and community areas.²⁸ The Summit County Stormwater Division works diligently to protect waterways by promoting practices that reduce stormwater runoff and pollutants entering waterways. This work includes both regulatory and permitting aspects as well as community education and outreach, such as through fairs, events and tabling activities.

Groundwater Source Protection in Summit County

In 2019, The Summit County Board of Health adopted a groundwater source protection ordinance to prevent contaminants like chemicals and bacteria from entering public groundwater supplies. The ordinance identifies groundwater source protection zones surrounding a groundwater source of drinking water. New development within these zones is subject to additional review from the relevant public water supplier to help determine whether the development could result in potential pollution or contamination.

²⁶ The Statewide Strategic Housing Plan was in development at the time this Plan was written.

²⁷ <https://www.utah.gov/pmn/files/1277599.pdf>

²⁸ <https://www.summitcountyutah.gov/DocumentCenter/View/19235/SWMP-Unincorporated-Summit-County-2021-Final>

IV. Water Conservation

Summit County and Snyderville Basin water providers have taken important steps in recent years to conserve water and reduce water waste. The four largest providers – Mountain Regional, Park City, SWDC, and Gorgoza – all have Water Conservation Plans, as mandated by Utah’s Water Conservation Act.²⁹ The four plans were last updated in 2020 and are due to be updated again in 2025.³⁰

Each of these four providers has established unique water use efficiency targets. Three of them – Mountain Regional, Summit Water, and Gorgoza – target overall system demand reductions which means they have established a goal to use less water systemwide in the future than they’re currently using. Three providers – Mountain Regional, Summit Water, and Park City - have water loss reduction targets.

- Mountain Regional’s goal for its retail system is to reduce overall system demands by 10% by 2050, to reduce system wide water loss to 10% by 2026, and to see 66% engagement with their Advanced Metering Infrastructure Application³¹ by 2026.
- Park City’s goal is to achieve the State’s 25% GPCD reduction goal between 2000 and 2025 and to reduce system water loss by 33% with water losses no higher than 22% by 2030.
- SWDC’s goal is to reduce overall system demand by 10% by 2030 and to reduce system water loss to 13% by 2030.
- Gorgoza’s goal is to reduce total water use by 20% by 2050.

In the State’s Regional Water Conservation Report, the Weber River Region – which includes Summit County – has a goal to reduce overall water use by 20% by 2030 and to lower regional GPCD from 250 in 2015 to 200 by 2030.³² While Snyderville Basin water providers have already exceeded this GPCD goal, they have not established targets that would achieve 20% overall water use reduction by 2030.

The most common water conservation strategies employed in the Snyderville Basin are inclining block rate structures and water loss control programs. Four of the providers – Gorgoza, Mountain Regional, Park City, and High Valley Water have inclining block rate structures for culinary water that financially incentivize water conservation by charging more per gallon as consumption increases. As of 2016, the State mandates that retail water providers establish an inclining block

²⁹ <https://le.utah.gov/xcode/Title73/Chapter10/73-10-S32.html>

³⁰ Utah’s Water Conservation Act mandates that Water Conservation Plans are updated every 5 years

³¹ Advanced metering infrastructure offers frequent (e.g., hourly) water usage data that can be monitored to better understand water use.

³² <https://www.hansenallenuce.com/wp-content/uploads/2019/11/RWCG-Final-Report-ES.pdf>

rate structure and a 2025 update requires retail providers to consider water conservation when setting rates.³³ All of the providers emphasized the importance of reducing water loss through investments in strategies such as leak detection equipment, smart metering systems with associated customer portals to provide information on water use to customers (such as Eye on Water and WaterSmart Software), and investments in replacing aging pipes and infrastructure.

Water providers also leverage WBWCD's incentive programs and educational materials to support their water conservation goals, with a particular emphasis on reducing outdoor water demand. All water customers in the Snyderville Basin are eligible to participate in the state's landscape incentive program, managed by WBWCD.³⁴ The program incentivizes the replacement of turf with water-efficient landscaping. Between 2022 and 2025, 11 applicants received a total of \$105,780 in funding and removed 42,312 square feet - or approximately 1 acre - of turf. WBWCD also provides rebates for toilets and smart irrigation controllers. Between 2018 and 2025, Basin applicants received 61 toilet rebates and 161 smart irrigation controllers rebates. Summit County, Mountain Regional Water, and Park City Municipal partner every year to bring the Rain Harvest program to the community. Since 2022, close to 200 rain barrels have been purchased by residents.³⁵ Additional incentives and educational materials are available through Utah's Division of Water Resources.³⁶

Several of the providers – along with Summit County - also have recommended or required watering schedules – such as allowing watering 2-3 times per week and restricting watering in the heat of the day. Mountain Regional and Park City have Drought Response Plans that include additional water use restrictions during drought periods.

Finally, Summit County and the Snyderville Basin water providers are actively engaged in educating residents and visitors about water conservation. Organizations share water conservation information and programs on their webpages and through social media. As a water provider, Park City presents on water conservation at various forums such as Rotary, schools, property management firms, the Summit County | Park City Green Business Program, Recycle Utah events, and Homeowners Associations. Staff also conduct physical tours of their water treatment plant.

³³ <https://le.utah.gov/%7E2016/bills/static/SB0028.html#73-10-32.5>

³⁴ Landscape incentives are only available to those in communities that have adopted qualifying water efficient landscape ordinances for new constructions. Qualifying ordinances have been adopted in Park City and Snyderville Basin.

³⁵ <https://utahrivers.org/rainharvest>

³⁶ <https://conservewater.utah.gov/>

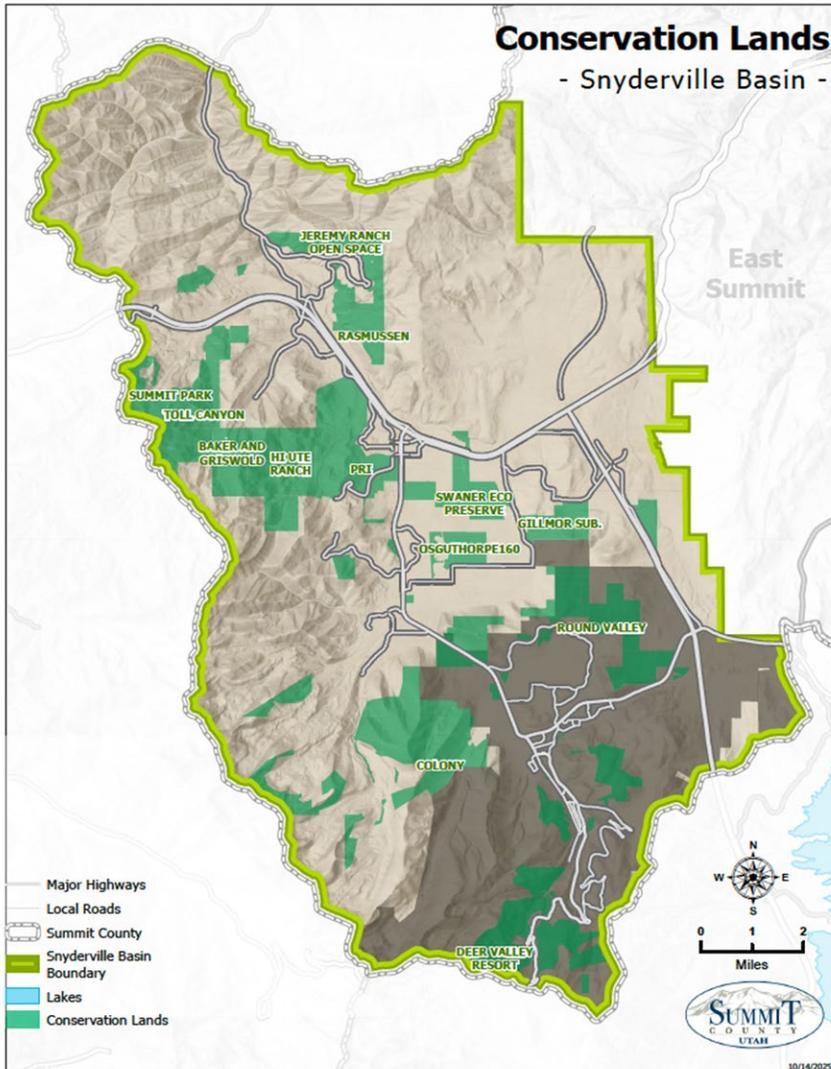


Figure 9 Conservation Lands in Snyderville Basin

V. Water Smart New Development

Summit County is committed to ensuring water resiliency, water quality, and the efficient use of water in new development. In 2016, the County adopted a Water Concurrency Ordinance for the Basin that requires water providers to demonstrate sufficient water to support new growth.³⁷ It applies to all unincorporated areas of the Basin for connections of more than 15 units. Water providers are required to submit a will-serve letter that asserts they have adequate water available to serve new development proposals. The ordinance also requires providers to submit

³⁷ <https://summitcountyhealth.org/wp-content/uploads/2024/12/Water-Concurrency-Ordinance-FINAL.pdf>

annual water supply, demand, and water loss data and to submit Water Conservation plans to the County to remain in good standing.³⁸

Summit County's current development code is intended to protect the rural nature of the Basin, with low densities of one unit per twenty acres, and up to one unit per ten acres in certain instances. Town, village, and resort centers that allow for higher density and compactness – and result in lower water demand per unit - are permitted and encouraged in designated locations.

Clustered development is also encouraged to protect wetlands, riparian areas, steep slopes, ridgelines, and other environmentally sensitive areas wherever practicable. In some zones, a density incentive is provided for developments with units that are clustered on the development site plan and preserve at least seventy-five percent (75%) of the parcel as meaningful open space. Clustered development reduces water demand per unit, reduces infrastructure needs, and prevents sprawling developments, thus tempering unmitigated growth.

Both the Snyderville Basin and Park City have adopted landscaping codes in recent years that reduce outdoor water demand in new development and are aligned with State requirements. Summit County's code limits turf to 15% of the landscape area; restricts turf in narrow areas, sloped areas, and parking lots; and requires high-efficiency irrigation systems.³⁹ Park City limits turf to 20% of the landscape area, requires 50% of the landscape to be water-wise, and requires Water Sense irrigation controllers.⁴⁰

The development code also ensures watershed protection by prohibiting any development within 1,500 feet above and 100 feet below each spring used for culinary use or public water supply where the development could possibly pollute the water source. No structure can be located within 40 feet of a wetland or within 100 feet of a year-round naturally occurring stream, a reservoir, lake, or pond.

³⁸ Gorgoza and High Valley are exempt from providing annual water use data per section 1-5-2(D)(k) which allows exemptions for providers in service areas that are near full build-out and have adequate reserve source capacity.

³⁹ <https://www.summitcountyutah.gov/DocumentCenter/View/24971/Summit-County-Code-PDF> Section 10-4-20, starts on page 374 of the above PDF

⁴⁰ [Park City : Municipal Code](#) Section 15-5-5 Architectural Design Guidelines

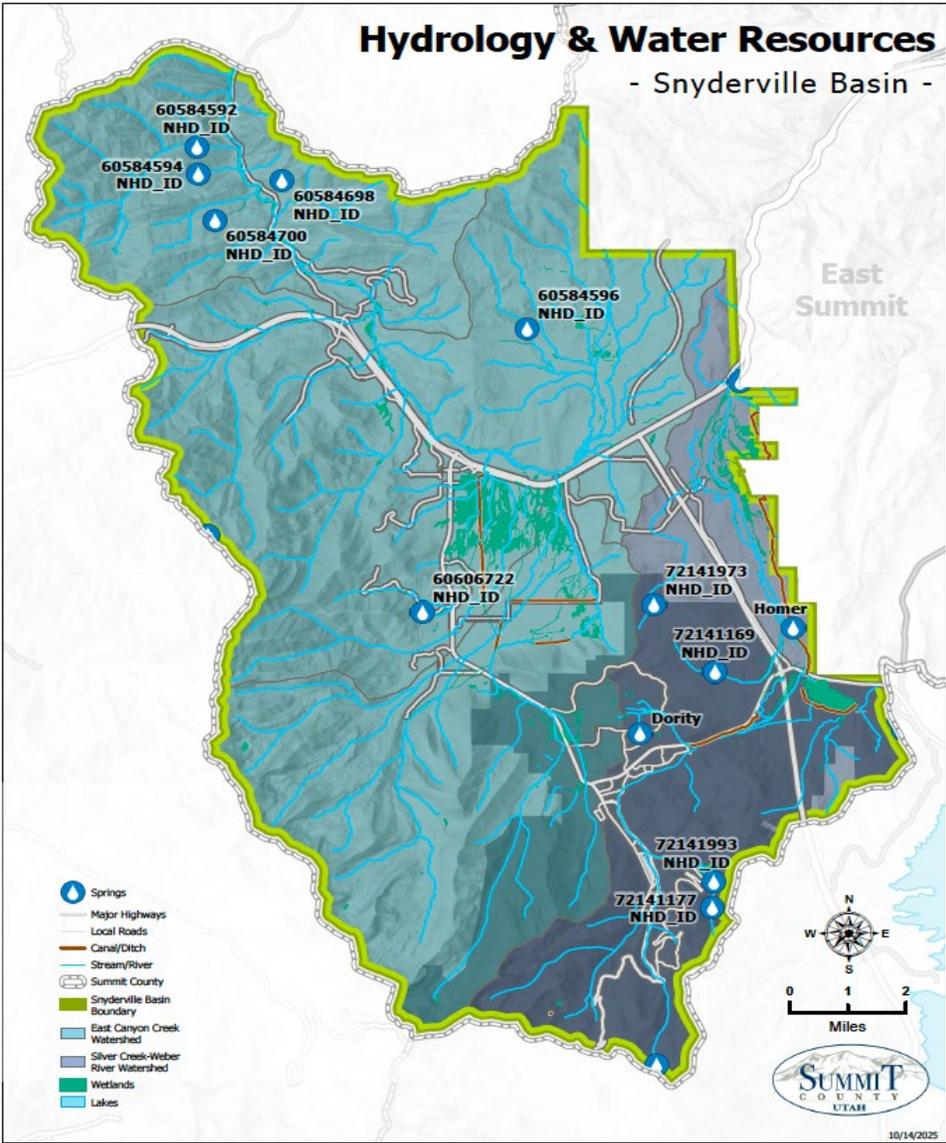


Figure 10 Hydrology and Water Resources

VI. Sustainable Development and Water Use Goals, Policies, & Strategies

Goal 1: Accelerate Residential, Commercial, and Institutional Water Efficiency

Objective: Reduce water demand amongst current residential, commercial, and institutional water users and limit water waste to improve long-term county-wide efficiency.

Policy: Summit County will convert turfgrass landscapes at County facilities to water wise landscapes.

Strategy: Utilize County facilities to showcase water-wise landscaping.

Policy: Summit County will reduce water waste and improve indoor and outdoor efficiency at County facilities.

Strategy: Install EPA Water Sense weather-based irrigation controllers with flow sensors, master control valves, and rain sensors at all County facilities.

Strategy: Participate in Weber Basin Water Conservancy District training to understand how to program and use smart controllers to achieve greater savings.

Strategy: Conduct irrigation audits each Spring to identify leaks and other inefficiencies.

Strategy: Identify and support the implementation of water conservation and efficiency strategies for the county's most water intensive buildings and facilities.

Strategy: Partner with the Summit County| Park City Green Business program to promote and support the County's water conservation efforts in County-owned businesses and facilities.

Policy: Summit County will support water providers in water loss control efforts.

Strategy: Summit County will work with partners such as WBWCD and DWRe to provide training on system audits and to apply for funding to support water leak detection and repair, among other water loss reduction efforts.

Policy: Summit County and water providers will strengthen and formalize coordination and collaboration around water conservation strategies and programs.

Strategy: The County will create a "conservation committee", consisting of County departments, water providers, Weber Basin Water Conservancy District, and others, that meets quarterly to coordinate outreach on available programs, co-create water conservation educational events and programs, and to share lessons learned from program implementation.

Strategy: The conservation committee will consider the development and adoption of a "Regional Water Conservation Plan" to better align water efficiency goals, programming, and resources.

Strategy: Promote WBWCD rebate programs across the Basin through website, social media, and other outreach methods.

Strategy: Continue and promote the Rain Harvest program across the Basin.

Strategy: Promote the State's weekly lawn watering guide

Park City & Summit County's Green Business Program

The Summit County | Park City Green Business program helps businesses in the community take sustainable action across the areas of energy, water, materials & waste, transportation, and thriving community & equity through education, evaluation, support, and recognition. The Summit County Health Department is the first county department to be a certified Green Business.

Goal 2: Improve County-wide drought resilience and preparedness

Objective: To prepare for more severe droughts and support a climate resilient community.

Policy: Summit County will provide support and resources to water providers to develop coordinated drought response plans.

Strategy: Support and resources could include funding for drought plan development and/or a technical workshop supported by consultants. The County will aim to collaborate on this effort with WBWCD and DWRe.

Strategy: The County will encourage water providers to coordinate their drought response tiers and actions with other county water providers and with WBWCD to prevent confusion during times of drought. Specific strategies may include watering restrictions and drought block rates.

Policy: Summit County will provide county-wide drought messaging during drought periods, particularly when water use restrictions are in place.

Strategy: The County will work with water providers to maintain accurate and up-to-date drought conditions and water use restrictions information on the County's website and to conduct outreach on water use restrictions.

Goal 3: Improve understanding of water supply adequacy for new development

Objective: To improve understanding of water resource availability in the unincorporated Snyderville Basin.

Policy: Summit County will improve communication with water providers during the development review process.

Strategy: The County will resume service provider meetings, holding meetings at least quarterly with Basin providers to share information about development proposals and solicit input.

Policy: Summit County will encourage water providers to adopt water allocation policies that distribute specific amounts of remaining water resources to specific types of new development that align with key community values, based on community input (such as attainable housing and schools).

Goal 4: Protect local water sources

Objective: Preserve the County’s limited water resources and support the protection of the Great Salt Lake.

Policy: The County will partner with relevant state agencies and organizations to conduct education and outreach to water rights holders, ditch shareholders, and other water users in the County around instream flow dedication.

Policy: The County will assess its own water rights portfolio and consider whether any water rights should be dedicated to instream flows.

Policy: Review and consider amendments to centralized wastewater treatment tie-in requirements to return more treated, reclaimed water to local streams.

Goal 5: Strengthen Summit County departmental coordination and collaboration to advance integrated water and land use priorities

Objective: Support the successful implementation of the identified goals, policies and strategies of this water element through robust coordination and collaboration between Summit County departments and key external stakeholders.

Policy: Establish a Water Element Implementation Working Group of representatives from relevant County departments and key external stakeholders that meets regularly.

Strategy: Water Element Implementation Working Group will assign responsibilities for Water Element strategies to various departments and individuals and provide relevant updates on assignments.

Policy : Summit County will assess the need for additional staff capacity and expertise in integrated water and land use planning to drive successful Water Element implementation.

Instream Flow Dedication in Utah

Much in the way that some of our water resources are dedicated to agricultural or municipal uses, in Utah, water rights can be dedicated to instream flows in order to keep sufficient water flowing in the river channel throughout the season to support wildlife, the aquatic environment, and water levels in the Great Salt Lake. In 2022, the Utah Legislature passed HB 33 – Instream Flow Amendments - which significantly expanded the scope of Utah’s instream flow laws. Under the current law, the Division of Wildlife Resources, Division of State Parks, and the Division of Forestry, Fire, and State Lands as well as any person, subject to the approval of a cooperating Division, can apply for instream flow change applications. HB 33 allows any division or person to file a change application seeking to use a water right for “an instream flow within a specified section of a natural or altered stream” or “on sovereign lands” (including the Great Salt Lake). The State Engineer’s Office provides pre-consultations for any proposed change application. And environmental organizations like Trout Unlimited, The Nature Conservancy, and Western Resource Advocates may also be a resource to water rights holders that are interested in dedicating their rights as instream flows.

Goal 6: Build Water Efficient New Development

Objective: Reduce water demands in new development to protect County water resources.

Policy: Summit County will strengthen the County’s waterwise landscaping code.

Strategy: Reduce the amount of water turf allowed at single family home developments, prohibit new water-intensive turf for new golf courses, and include living plant material requirements to combat urban heat island effect.

Policy: Summit County will update zoning codes to allow for development patterns that are more water efficient.

Strategy: Develop a clustered development overlay zone to allow for and encourage clustered development in infill areas, environmentally sensitive or hazard-prone areas, and in areas adjacent to town centers to promote a gradual transition to more rural development.

Strategy: Revise NMU-1 zoning standards to allow smaller single-family detached housing including reviewing lot size and minimum dwelling size.

Policy: Summit County will improve the water efficiency of new county-owned facilities.

Strategy: Develop targeted building and develop standards for new county-owned facilities that reduce water demand, exceeding current countywide code requirements.

VII. Agricultural Water Goals, Policies and Strategies

Goal 1: Protect Agricultural Lands and Water Resources

Objective: Maintain the visual and ecological benefits of remaining agricultural lands while prioritizing water-wise land management.

Policy: Protect agricultural lands, using conservation easements with secured water encumbrances, where they provide agricultural, wildlife, scenic, heritage, open space, or water resource benefits.

Strategy: Coordinate with land trusts and community organizations to preserve agricultural lands with high scenic or watershed value.

Strategy: Explore incentives for property owners who adopt water-efficient irrigation systems or participate in water conservation programs.

Goal 2: Support Limited, Community-Scale Agriculture That is Compatible With the Existing Development Pattern

Objective: Encourage small scale local food production and agricultural uses that conserve water.

Policy: Encourage community gardens, school gardens, and small agricultural uses that are low impact, compatible with surrounding areas and demonstrate efficient irrigation and drought-tolerant practices.

Strategy: Identify sites for community gardens with access to efficient irrigation infrastructure.

Strategy: Partner with schools, HOAs, nonprofits, and community groups to promote education about water-wise gardening, agriculture, and 4-H programs.

Goal 3: Promote Water Stewardship Across All Large Parcels

Objective: Ensure that remaining agricultural lands contribute to watershed health, landscape resilience and climate adaptation.

Policy: Encourage soil health, efficient landscaping, turf reduction and drought tolerant vegetation across large parcels, agricultural, institutional or residential.

Strategy: Integrate agricultural areas, open space areas, and natural lands into community education efforts emphasizing watershed function and water conservation.



Community Development Department

P.O. Box 128
60 North Main Street
Coalville, Utah 84017
summitcounty.org

STAFF REPORT

To: Summit County Council
From: Ray Milliner, Maddy McDonough, Mustapha Osman, and Megan Nick
Date of Meeting: December 17, 2025
Type of Item: General Plan Amendment – Public Hearing, Possible Action
Process: Legislative Review

Proposal

The purpose of this amendment is to create a Water Element for the Eastern Summit County General Plan.

Background

Utah Code section 17-27a-403 mandates that all Counties implement a Water Use and Preservation element in their General Plans by December 31, 2025. The legislation requires that the element address the following:

1. The effect of permitted development or patterns of development on water demand and water infrastructure.
2. Methods of reducing water demand and per capita consumption for future development.
3. Methods of reducing water demand and per capita consumption for existing development.
4. Opportunities for the County to modify the County’s operations to eliminate practices or conditions that waste water.

When creating the document, staff were required to:

- Consult with the Utah Division of Water Resources
- Notify all Public Water Systems in the area.
- Consult with the Utah Department of Agriculture
- Notify all Local Irrigation or Canal Companies

In 2022, Summit County participated in the Utah Growing Smart workshop, which was funded by the Utah Division of Water Resources. Because of our attendance at the workshop, we received technical assistance from “Western Resource Advocates” who aided in the drafting of this document.

Public comment for the plan was gathered through the “Our Summit” visioning survey, General Plan Community Open Houses, and online surveys, which included feedback related to water conservation and preservation. The draft water element has been reviewed and commented on by all applicable County departments and staff, representatives from Kamas City, Coalville, Oakley, Francis, and Henefer as well as required outreach partners, including the North and South Summit Soils Districts, State Agencies, water companies and irrigation companies.

The draft Water Element provides a framework for how Summit County will manage its water resources moving forward. It looks at where our water comes from, how much we use, and what challenges we face with supply, quality, and conservation. The document outlines goals, policies, and strategies that connect water planning with land use decisions, promote coordination with local providers, and emphasize conservation and efficiency.

Analysis

There are no specific criteria or requirements for the adoption or amendment of the Eastern Summit County General Plan in the Eastern Summit County Development Code. Nonetheless, Utah Code section 17-27a-403 states that the Planning Commission shall provide public notice and make a recommendation to the County Council for a Comprehensive General plan for the unincorporated area within the county.

Public notice was published for this amendment per the requirements of the Development Code.

The proposed water element will not affect Eastern Summit County in an adverse or unreasonable manner, as the proposed amendment is designed to provide decision makers with information that is critical to understanding the amount of water available for future use, and how to best use it to protect the environment and the citizens of the County. The language will provide necessary data and information that will aid decision makers when making decisions regarding individual properties in the Eastern Summit County and will align with the intent and direction of the existing General Plan by reinforcing established goals and policies.

Recommendation

Staff recommend that the Summit County Council review the proposed amendments to the Eastern Summit County General Plan, conduct a public hearing and approve the attached ordinance per the findings of fact and conclusions of law written below.

Findings of Fact

1. Utah Code section 17-27a-403 mandates that all Counties implement a Water Use and Preservation element in their General Plans by December 31, 2025.
2. Public comment for the plan was gathered through the “Our Summit” visioning survey, General Plan Community Open Houses, and online surveys.

3. The draft water element has been reviewed and commented on by all applicable County departments and staff, representatives from Kamas City, Coalville, Oakley, Francis, and Henefer as well as required outreach partners, including the North and South Summit soils districts, State Agencies, water companies and irrigation companies.
4. Public notice was published for this amendment per the requirements of the Development Code.
5. The amendment will apply to the entire Eastern Summit County Planning District.
6. The intent of the language is to protect existing water resources in the Basin for use by existing and future residents.
7. The proposed amendment aligns with the intent and direction of the existing General Plan and will enhance its effectiveness by reinforcing established goals and policies.
8. The Eastern Summit County Planning Commission conducted a public hearing on October 16, 2025.

Conclusions of Law:

1. The proposed amendment will not affect the existing character of the surrounding area in an adverse or unreasonable manner.
2. The amendment is consistent with the general plan land use map, the goals, objectives and policies of the general plan.
3. The amendment is consistent with the uses of properties nearby.
4. The property for which the amendment is proposed is suitable for the intensity of use which will be permitted on the property if the amendment is allowed.
5. The removal of the existing restrictions will not affect nearby property.
6. The public health, safety and welfare will not be adversely impacted by the proposed amendment.

Exhibits

Exhibit A. Proposed Ordinance

**SUMMIT COUNTY, UTAH
ORDINANCE NO. 1004**

**AN ORDINANCE AMENDING THE EASTERN SUMMIT COUNTY GENERAL PLAN CREATING
CHAPTER 8 SUSTAINABLE DEVELOPMENT, WATER USE, AND AGRICULTURE**

PREAMBLE

WHEREAS, pursuant to Utah Code Annotated §17-27a-401, each county is required to adopt a General Plan to guide growth and development within its jurisdiction; and

WHEREAS, Utah Code Annotated §17-27a-401(3)(a) requires that the General Plan includes a Water Use and Preservation Element addressing current and future water supply, demand, and conservation; and

WHEREAS, the Eastern Summit County Planning Commission has prepared and reviewed a draft Water Element as part of the County's General Plan update, consistent with statutory requirements and the County's long-term sustainability goals; and

WHEREAS, the Planning Commission, following due notice, conducted a public hearing and recommended adoption of the Water Element to the County Council; and

WHEREAS, the Summit County Council has reviewed the proposed Water Element, considered public comment, and found that its adoption promotes sound planning, responsible water management, and the general welfare of the County's residents; and

WHEREAS, the County is required to adopt an updated Water Element by December 31, 2025, in accordance with state law; and,

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

Section 1. **EASTERN SUMMIT COUNTY GENERAL PLAN** The Eastern Summit County General Plan is amended as depicted in Exhibit A.

Section 2. **Effective Date.** This Ordinance shall take effect upon publication.

Enacted this ___ day of _____, 2025.

ATTEST:

SUMMIT COUNTY COUNCIL

Evelyn Furse
Summit County Clerk

Tonya Hanson, Chair

APPROVED AS TO FORM

David L. Thomas
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

| | |
|-------------------------|-------|
| Councilmember Hanson | _____ |
| Councilmember Robinson | _____ |
| Councilmember Mckenna | _____ |
| Councilmember Armstrong | _____ |
| Councilmember Harte | _____ |

EXHIBIT A PROPOSED AMENDMENTS

Chapter 9: Sustainable Development, Water Use and Agriculture

I. Introduction

In recent years, drought, climate change, and rapid population growth have placed increasing strain on Utah's limited water resources. On April 21, 2022, Governor Spencer J. Cox issued an Executive Order declaring a state of emergency due to drought conditions in Utah. That summer the Great Salt Lake also reached its lowest levels ever recorded¹. In response to the declaration, the governor's office released an action plan for water, which included better integrating water and land use planning at the local level². As a result of this increasing pressure on the state's water resources, in 2022 the Utah state legislature passed SB 110: Water as Part of a General Plan. SB 110 requires municipalities and counties to develop general plans that consider the effect of development on water demand and water infrastructure, methods of reducing water demand and per capita water use for existing and future development, and potential changes to local government operations to reduce water waste.³ This section of the Eastern Summit County General Plan meets the intent of both SB 110 and other statutory general plan requirements, including agricultural protection (UT Code § 17-27a-403).⁴

In Summit County, climate change is expected to result in more frequent and severe droughts, thus increasing water scarcity in the County. According to a Woodwell Climate Research Center Climate Risk Assessment Report for Summit County, in the past two decades (2000–2020), central Summit County experienced severe drought less than 20% of the time. By mid-century (2040–2060), severe drought stress will increase to less than 30% of the time.⁵ As of August 2025, 100% of Summit County was experiencing drought conditions with 65% experiencing severe or extreme drought, according to the U.S. Drought Monitor.⁶

Summit County also continues to grow albeit more slowly than much of the State. By 2050, the population is projected to reach 55,373, a 19.5% increase from the County's 2025 population of approximately 44,556. A growth rate of approximately 0.78% per year.⁷ According to the Mountainland Association of Governments, the Eastern Summit is expected to grow more quickly. Through 2050, annual growth rates ranging from 2.12% to 2.97% are anticipated in

¹ <https://www.usgs.gov/media/before-after/great-salt-lake-comparison-1986-and-2022>

² <https://gopb.utah.gov/waterplan/>

³ <https://le.utah.gov/~2022/bills/static/SB0110.html>

⁴ <https://law.justia.com/codes/utah/2017/title-10/chapter-9a/part-4/section-403/>

⁵ <https://drive.google.com/drive/u/0/folders/1t7MOCITiMmhZc9MI2nf-Hj0e4tEBYA0->

⁶ <https://www.drought.gov/states/utah/county/Summit>

⁷ <https://gardner.utah.edu/utah-demographics/population-projections/state-and-county-projections-tableau/>

Coalville City, Kamas City, Henefer Town, Oakley Town, and Francis Town.⁸ This population growth does not account for an anticipated increase in second homes and vacation rentals which will also add pressure to the region’s water resources.

According to the Woodwell report’s water scarcity index, much of the County faces high water scarcity, driven by unsustainable groundwater pumping in Eastern Summit County and high projected water stress throughout the County, defined as the ratio of water withdrawals to available renewable water.⁹ Groundwater risk refers to how long it takes for groundwater pumping to start harming natural streamflow. When pumping is too high and recharge is too low, the system reaches what’s called the environmental flow limit. At that point, the normal flow of groundwater into streams begins to drop, reverse direction, or stop entirely, which can damage stream ecosystems. Approximately 5% of Summit County’s population live in the far Eastern region of the County where the environmental flow limit was exceeded in 2012.

Summit County residents have already faced challenges associated with water scarcity. In October 2021, a prolonged drought brought Echo Reservoir and Rockport Reservoir down to 10% and 26% of their total capacity, respectively. Two cities in Eastern Summit County, Henefer and Oakley, put building moratoriums in place due to low water supplies in 2021.¹⁰

Seated at the headwaters of the Weber Basin, Summit County is committed to ensuring a resilient water future for its residents, businesses, farmers, and visitors while protecting the County’s critical rivers, streams, and wildlife, and doing its part to support the Great Salt Lake. To do so, the County will continue to take action to protect water quality and support the strong integration of water conservation and efficiency into land use planning through policy, programming, education, and stakeholder engagement. The following polished water element outlines Eastern Summit County’s existing water conditions, important actions that have already been taken in Eastern Summit County to improve water resiliency, and new goals and strategies for reducing water demand in existing and new development and in agricultural use.

Both the Utah Housing Strategic Plan and the Utah Resource and Infrastructure Housing Capacity Analysis report indicate that water availability is a constraint on the development of affordable and attainable housing in the coming years. Both reports call for increased water conservation efforts.

⁸ <https://experience.arcgis.com/experience/58a92cbce4b844e38b77bd36618d275f/>

⁹ <https://drive.google.com/drive/u/0/folders/1t7MOCITiMmhZc9MI2nf-Hj0e4tEBYA0->

¹⁰ <https://www.kpcw.org/summit-county/2024-12-11/henefer-lifts-3-year-moratorium-on-new-water-hookups>

II. Stakeholder Engagement

This water element – and the identified goals and strategies – were developed with significant input from state agencies, Eastern Summit County water providers, community members, and other stakeholders.

In 2022, the County participated in the inaugural Utah Growing Water Smart workshop¹¹, a program funded in part by the Utah Division of Water Resources. Several of the actions identified during this collaborative workshop are included in this water element. The County received Growing Water Smart Technical Assistance following the workshop to develop this water element. The County also received guidance on this planning effort from staff at the Utah Division of Water Resources (DWR). In Fall 2024, Summit County applied for and received funding from DWR to support mapping and visualization associated with the water element.

Eastern Summit County community members were also engaged in this process. In 2024, approximately 200 Eastern Summit County residents provided input through an *Our Summit* visioning survey. Additionally, in 2024, the County held two General Plan Community Open Houses to solicit input on General Plan priorities, including those related to water conservation and preservation.

The survey results and Open House feedback - which will also be described in other sections of this General Plan - indicated that respondents are concerned about development pressure, protecting the community's rural character, and water security. When asked what issues respondents were most concerned about when considering Summit County's future, availability of water supply ranked second out of eighteen responses, only behind the preservation of open space. Water ranked #1 - with 45% ranking water first - when asked which resources needed the most attention in order to improve or maintain the quality of life in Eastern Summit County. And 80% of respondents said the rate of growth in Eastern Summit County was too fast or faster than they'd like.

¹¹ <https://water.utah.gov/growing-water-smart/>

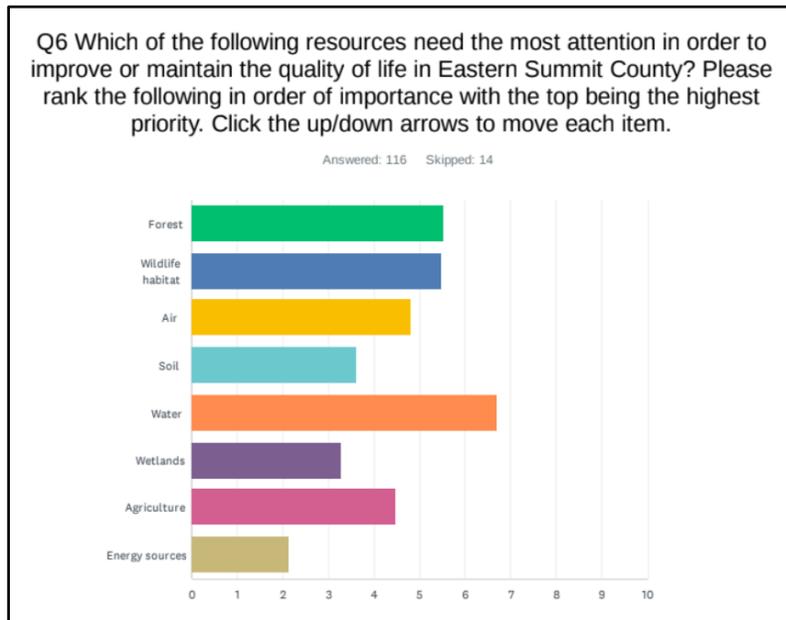


Figure 1. Priority Ranking of Eastern Summit County Resources

Additionally, when presented with strategies for reducing water use, the most popular strategies were incentivizing homeowners to install water efficient irrigation systems (75%), requiring water-wise landscaping for new and existing development (69%), and incentivizing water efficient agricultural irrigation (53%). County staff also solicited feedback on specific strategies and educational opportunities from Utah State University Extension staff in Summit County.

Separately, the Summit County Health Department conducted a countywide survey in 2024 to inform the Community Health Assessment. About a third (35.2%) of the survey respondents said they were somewhat concerned about their drinking water quality, and 16.4% said they were very concerned. Additionally, in May 2024, the Summit County Health Department facilitated group discussions on the impact of a changing climate on personal and community health to gather input for the Community Health Assessment. Key themes that emerged from these discussions included: drought and its impact on crops, livestock, and the local agricultural economy; water anxiety and a sentiment that County and state attitudes concerning water are overly optimistic; and a need to shift towards water wise landscaping and irrigation.

In Spring 2025, County staff contacted the twenty-five Eastern Summit County public water providers via email and phone calls to complete a short survey with information about their water system, water supply planning, and water conservation efforts.¹²

Staff received responses from five water providers representing 21% of the population served in Eastern Summit County. Additional water provider data was gathered from available Water Conservation Plans, water provider websites, and through the Utah Division of Water Rights. Collated responses and data are available in Appendix B.

Canal and irrigation companies with mailing addresses available were sent a postcard on October 24, 2025, informing them about the water element process and requesting feedback on the drafted plan. They were provided with staff contact information. 1 out of 23 providers responded with comments as of December 10th. Below is a list of all irrigation and canal companies in Eastern Summit County.

| Company Name | Inv Status | Company Name | Inv Status |
|--|------------|--|------------------|
| Beaver and Shingle Creek Irrigation Company | Mapped | Aspen Springs Nonprofit Private Water Corp. (Culinary) | Piped |
| Boulderville Ditch Company | Mapped | Chalk Creek Hoytsville Water Users Corporation | Piped |
| Echo Ditch Company | Mapped | Chalk Creek Narrows | Piped |
| Gibbons & Pace Ditch - no address available | Mapped | Coalville City Ditch | Piped |
| Hilliard East Fork Canal Company | Mapped | Cool Springs Mutual Water Company | Piped |
| Hoop Lake Reservoir & Irrigation Company- no address available | Mapped | Cottonwood Water Pipeline Company Inc. | Piped |
| Island Ditch Company 1 | Mapped | Deep Springs Water Company Inc. | Piped |
| Marchant Extension Irrigation Company | Mapped | Extension Middle Chalk Creek Irrigation Company | Piped |
| Marion Lower Ditch Co. | Mapped | Francis Water Works Company | Piped - Inactive |
| Marion Upper Ditch Co. | Mapped | Henefer Pipeline | Piped |
| New Field & North Bench Irrigation Company | Mapped | Henefer Upper Ditch Company | Piped |

¹² The twenty-four Eastern providers include Woodenshoe Water Company (“Woodenshoe”), Bridge Hollow Water (“Bridge Hollow”), Hoytsville Pipe Water Company (“Hoytsville Pipe”), Coalville City Water Company (“Coalville”), Kamas City Water System (“Kamas”), Cluff Ward Pipeline (“Cluff Ward”), Peoa Pipeline (“Peoa”), Deep Springs Water Company (“Deep Springs”), Echo Manual Water System (“Echo”), Henefer Town Water System (“Henefer”), Marion Waterworks Company (“Marion”), Weber Meadowview Ranch (“Weber Meadowview”), Woodland Hills Subdivision (“Woodland Hills”), Woodland Mutual Water (“Woodland Mutual”), Wanship Water Company (“WWC”), Oakley Town Water System (“Oakley”), Wanship Mutual Water Company (“Wanship Mutual”), Pine Meadow Mutual Water Company (“Pine Meadow”), Francis Town Water System (“Francis”), Cool Springs Water Mutual Company (“Cool Springs”), Hidden Lake Association (“Hidden Lake”), Lake Rockport Estates Property Owners (“Lake Rockport Estates”), Samak County Estates Water Association (“Samak County Estates”), and Mountain West Pipeline – Coalville (“MWPC”).

| | | | |
|--|-------------------|--|------------------|
| New Washington Irrigation Company | Mapped - Inactive | Hoytsville Pipe Water Company | Piped |
| Peoa South Bench Canal & Irrigation Company | Mapped | Manor Lands Water District 1 Company (culinary) | Piped |
| Sage Bottom Ditch Company | Mapped | Marion Waterworks Company | Piped |
| South Boulderville Ditch Company | Mapped | Middle Chalk Creek Irrigation Company | Piped |
| South Kamas Irrigation Company | Mapped - Inactive | North Narrows Irrigation Company | Piped |
| Fort Creek Irrigation Company, a Mutual Association | Need Attributes | Peoa Pipeline Company | Piped - Inactive |
| Henefer Irrigation Company 1 | Need Maps | Pine Mountains Mutual Water Company | Piped |
| Carmen-Richins Farms | Other Exempt | Pine Plateau Water System | Piped |
| Chalk Creek Water Distributors | Other Exempt | Pineview Irrigation Company 1- no address available | Piped |
| Echo Mutual Water Company | Other Exempt | Robinson Brothers Ditch Company | Piped |
| Fish Lake Reservoir Company | Other Exempt | Rodeback Irrigation Company | Piped |
| Huff Creek Irrigation Company | Other Exempt | Samak County Estates Water Association Inc. | Piped |
| Smith and Morehouse Reservoir Company | Other Exempt | South Upper Chalk Creek Irrigation Company- no address available | Piped |
| Anderton Brothers Company- no address available | Under 5 CFS | Uinta Drive Water Users Association | Piped |
| Banner & Deming Ditch Company- no address available | Under 5 CFS | Upper Chalk Creek Irrigation Company | Piped |
| Birch & Garn Ditch Company- no address available | Under 5 CFS | Upton Waterworks Company | Piped |
| Boyer Ditch Company | Under 5 CFS | Wanship Cottage Water Company | Piped - Inactive |
| Brown-Williams Ditch Company | Under 5 CFS | Wanship Irrigation Company No. 2 | Piped |
| Chalk Creek Irrigation Company | Under 5 CFS | Wanship Mutual Water Company | Piped |
| Daniels, Winters & McMichael Ditch Co. | Under 5 CFS | West Hoytsville Irrigation Company | Piped |
| East Wanship Irrigation Company (Mutual Association) | Under 5 CFS | Woodenshoe Pipeline Company | Piped - Inactive |
| Hobson & Bullock Ditch Company | Under 5 CFS | Woodland Hills Mutual Water Company | Piped |
| Hoyt Ditch Company | Under 5 CFS | Woodland Mutual Water Company | Piped |
| Iver Water Company- no address available | Under 5 CFS | | |
| Mill Canal Water Company | Under 5 CFS | | |
| Shill & Davis Irrigation Company- no address available | Under 5 CFS | | |
| Wilde A. Ditch Company | Under 5 CFS | | |

Figure 2. Irrigation Companies Eastern Summit County

Additionally, the County met with key agricultural stakeholders to understand current conditions and future needs. Staff consulted with the Utah Department of Agriculture and Food (UDAF), the Kamas Valley Conservation District, and the Summit Conservation District. These discussions focused on irrigation infrastructure, agricultural water rights, conservation programs, and opportunities to support producers. This outreach helped shape strategies that protect water resources while supporting the long-term viability of agriculture in Eastern Summit County.

A draft water element was sent to internal and external stakeholders for review and analysis. An updated draft was presented to the Eastern Summit County Planning Commission on October 16, 2025. Additionally, the draft plan was available for public review and comment between October 9 and 17 and the polished draft was available for review and comment between October 24 and November 5.

Between October 9 and 17, we received four public comments regarding the Eastern Summit County water element as well as feedback from the Eastern Summit County Planning Commission. Another public comment was received between October 24 and November 5. All of the suggestions that could be implemented have been added to the plan. Comments also revealed some areas in which additional data is needed. Please see Appendix A for the public feedback.

III. Existing Conditions

In Eastern Summit County, water services are provided by 24 public water providers to a population of 11,011 people through 4,692 metered connections. The number of connections per water provider ranges from 2 connections to 773 connections, with the median provider serving 94 connections. The five largest providers are Kamas City with 773 connections, Francis Town Water System with 709 connections, Oakley Town Water System with 591 connections, Pine Meadow Mutual Water Company with 504 connections, and Coalville City Water Co with 414 connections.

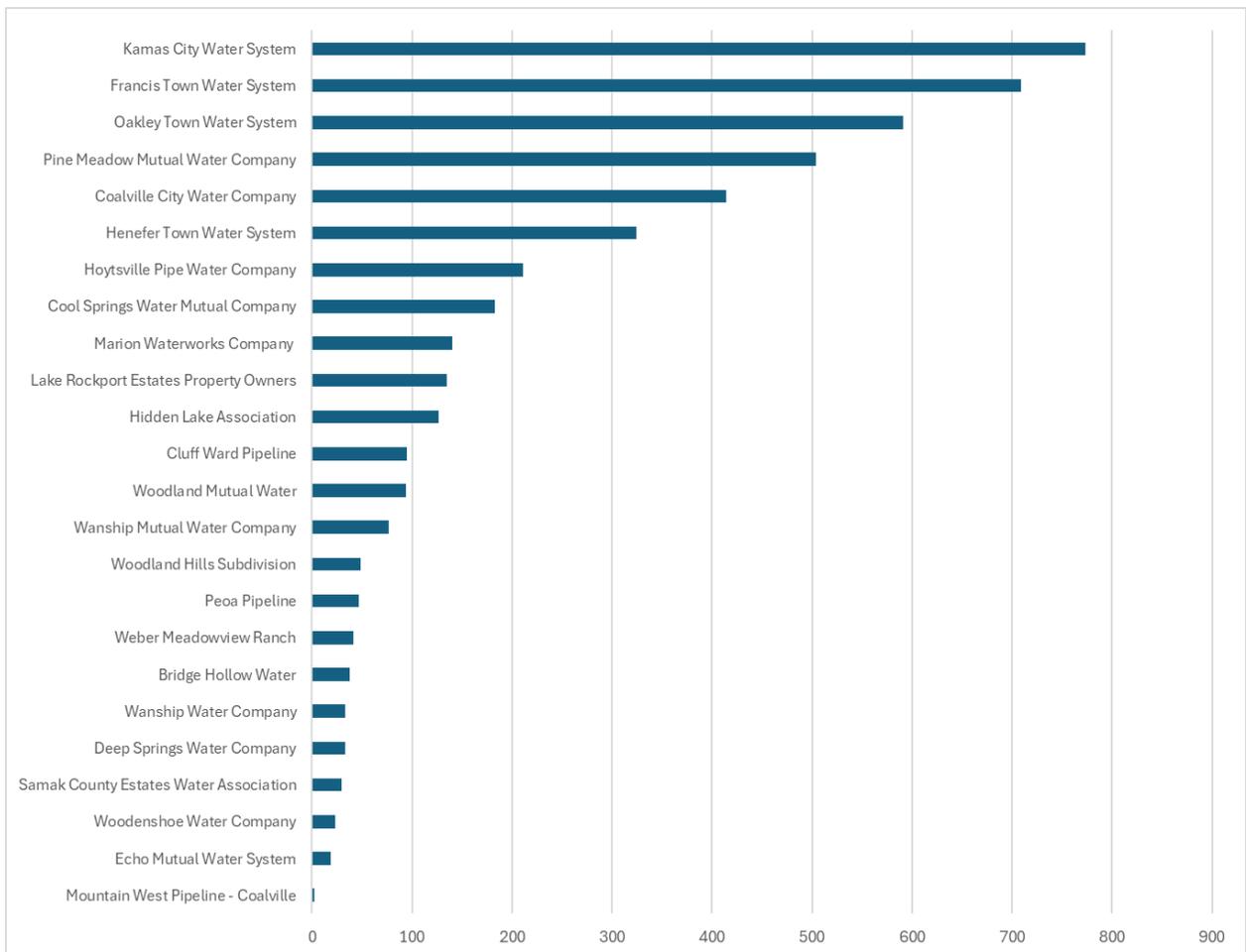


Figure 3 Eastern Summit County Water Provider Number of Connections

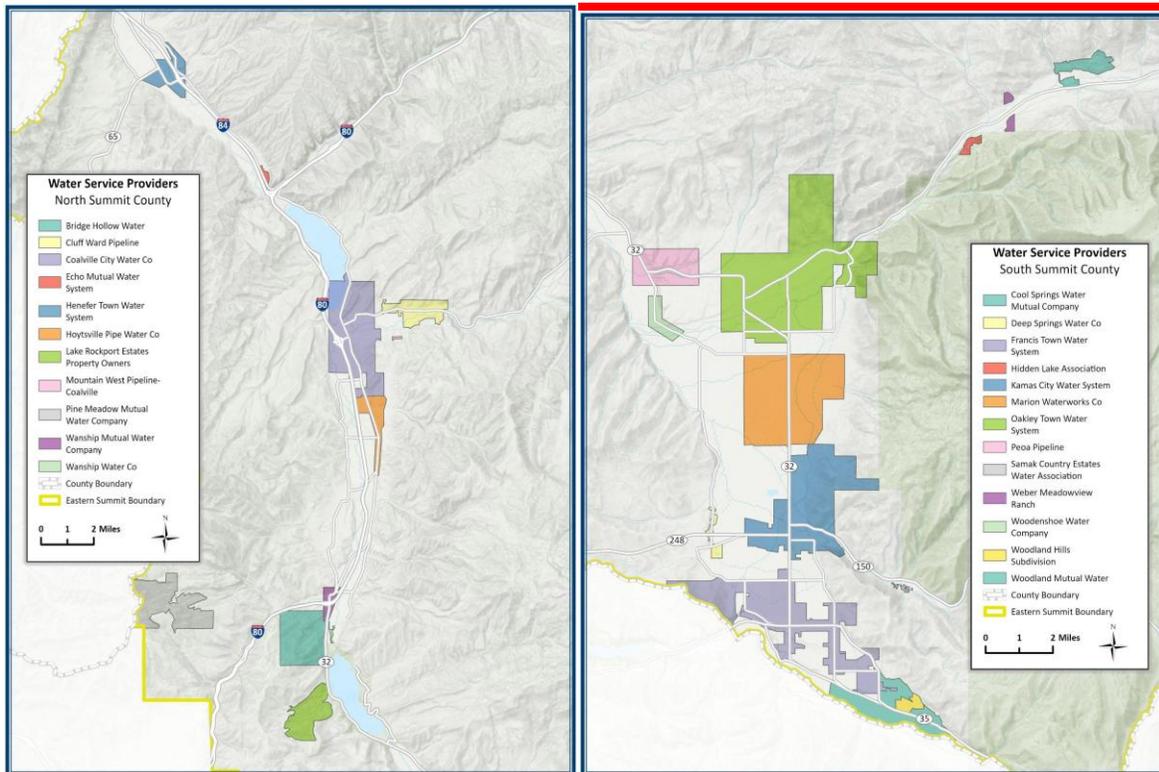


Figure 4: Map of Eastern Summit Service Providers

According to data from the Division of Water Rights, there are four private wells for industrial use, two private wells for secondary use and one management system with two active wells in Eastern Summit County. For those wells that reported in 2024, there was an estimated 228.32 acre-feet total usage. Refer to the table below for usage per well.

Table 1. Private Wells for secondary water use in Eastern Summit County

| System Name | Type | Source Name | 2024 usage (acre-feet) |
|---|-------------------|---------------------------|------------------------|
| Citation Oil Company (Champlin Petroleum Company) | Industrial | Pineview Water Well No. 1 | 0.034 |
| Paskett3p Farm | Industrial | Paskett3p Well | 0.108 |
| Summit County | Industrial | 3-Mile Landfill Well | 0.154 |
| Beaver and Shingle Creek Irrigation Company | Secondary | Grist Mill Well | 227 |
| Big Canyon Ranch, Inc. | Management System | Primary Camp Well | 0.426 |

| | | | |
|------------------------|-------------------|--------------------|-------|
| Big Canyon Ranch, Inc. | Management System | Zwahlen House Well | 0.598 |
|------------------------|-------------------|--------------------|-------|

There are many smaller privately owned wells that do not currently report to the DWRe within Eastern Summit County and for which we do not have data.

Approximately 2,310 acre-feet of water is provided annually in Eastern Summit based on data from 2018-2024. The providers’ total annual supply in that same period was 7,004 acre-feet. Much of this excess supply is held by Kamas City which reported a 3,232 acre-feet supply surplus in 2018.

Acre foot - An acre foot of water is a measurement used to describe large volumes of water. One acre foot is the amount of water it would take to cover one acre of land in one foot of water. This is 325,851 gallons of water, or enough water for two average US households per year.

In areas of concentrated housing, most water resources are used by the residential sector (92%), followed by the commercial sector (4%), institutional sector (3%), and the industrial sector (1%). In Eastern Summit County, drinking water is sourced from either well water (52%) or spring water (48%). 14 providers rely on well water, 3 providers rely on spring water, and 5 providers have both well water and spring water. Only one water provider - Coalville City - reported having secondary irrigation water. Coalville City uses surface water from Chalk Creek for secondary irrigation (242-acre feet) and plans to have the secondary system fully metered by the 2025 irrigation season. Additionally, one provider – Hoytsville Pipe Water Company – indicated that their customers are required to use secondary irrigation water provided by North Summit Pressurized Irrigation Company from May to October. Per Utah Division of Water Rights, other secondary water providers in Eastern Summit include Wanship Irrigation Company #2, Beaver and Shingle Creek Irrigation Company, and New Washington Irrigation Company.

Gallons per capita per day (GPCD) was reported by three providers for an average of 241 GPCD. This is higher than Utah’s 2019 statewide average of 223 GPCD. However, GPCD reporting methodologies often vary between water providers and the State’s methodology.¹³

¹³ <https://water.utah.gov/latest-water-use-numbers-posted-to-revamped-open-water-data-website/>

Gallons per Capita per Day (GPCD) - A measurement of the average amount of water used by an individual in an area's population in one day.

Water Rights in Summit County

Water rights are essential for the Summit County government to ensure legal access to water for municipal, agricultural, recreational, and environmental uses. A comprehensive water rights plan assists the County in the management of existing resources efficiently, avoids forfeiture due to nonuse, and adapts to changing land use and infrastructure needs. A proactive plan also supports long-term sustainability, compliance with state regulations, and equitable distribution of water across County assets.

Understanding and managing water rights in Utah is incredibly complex. Water rights are governed by Utah Code Title 73, which declares all water in the state to be public property (§73-1-1) and establishes beneficial use as the basis, measure, and limit of all rights to use water (§73-1-3). Rights may be lost through abandonment or nonuse over a seven-year period unless a nonuse application is filed (§73-1-4). Water rights are acquired and modified through formal applications to appropriate, change, or exchange water, and must be actively maintained through filings and compliance with deadlines.

It is also important to distinguish water rights from water shares. A water right is a legal entitlement to divert and use water from a specific source, while a water share represents ownership in a water company or irrigation entity and entitles the holder to a portion of the company's water, subject to its rules and infrastructure. Water shares do not automatically confer a standalone water right and often require separate change applications to be used outside their original context (§73-1-11). While a comprehensive water rights analysis is not a component of this Water Plan, Summit County is actively working toward that goal for all County-owned water rights.

IV. Future Water Supply and Demand

The available data on future capacity and projected demands in Eastern Summit County is limited. For the six providers that provided their projected water demand and system capacity, five did not anticipate any significant changes in future water demand with one provider,

Woodenshoe Water Company, indicating that they are currently at capacity and do not have additional water resources to serve new customers. The exception is Kamas City, with projected water demands of 1,676 acre-feet in 2050, approximately 250% of their annual demand in 2018, which was 633 acre-feet.¹⁴ This increased demand is based on projected population growth and Kamas reports having sufficient supplies to meet the anticipated demand. However, meeting those increased demands would require the City to invest in significant and costly infrastructure upgrades. Providers did not report any anticipated sector changes (for example, a greater percentage of growth in the commercial sector).

Additionally, in 2021, Pine Meadow requested annexation into Mountain Regional Water Special Service District's - a wholesale and retail provider primarily in the Snyderville Basin - water service area to ensure a long-term sustainable supply of drinking water in the community.¹⁵ Pine Meadow expects to double to approximately 800 connections once Forest Meadow Ranch is fully built-out and their existing groundwater wells have been replaced due to lowered productivity caused by drought over time. Already, the community is restricted to only using water for indoor, domestic purposes and not for landscape irrigation. Currently, Pine Meadow and Mountain Regional have an interconnect where they can share water resources periodically.

Similarly, in 2024 Lake Rockport Estates asked to be considered for annexation into Mountain Regional. The community, which was originally designed as a summer home destination, only receives water services in 6-months of the year (May - October) and would like to secure a reliable year-round supply. However, the project costs to establish and interconnect with Mountain Regional may not be feasible for the community.

Based on current supply and demand data, half of the providers (12/24) reported having annual supplies that currently exceed annual demands by at least 10%. The remaining providers (11/24) have annual supplies that are nearly equivalent to annual demands.¹⁶ This may indicate some water security risk if these providers experience increased demands or supply limitations.

While Summit County as a whole is projected to grow by 0.78% annually,¹⁷ higher growth rates are anticipated in certain municipalities in Eastern Summit County and without investments in water efficiency for new development and existing customers, this growth will likely result in increased water demands. According to the Mountainland Association of Governments, through

¹⁴ <https://conservewater.utah.gov/wp-content/uploads/SubmittedWaterPlans/Kamas-City-Water-System-2019.pdf>

¹⁵ <https://pinemeadowwater.com/mountain-regional/mr-annexation-info/>

¹⁶ No annual supply or demand data was available for one provider, Deep Springs Water Co.

¹⁷ <https://gardner.utah.edu/utah-demographics/population-projections/state-and-county-projections-tableau/>

2050, annual growth rates ranging from 2.12% to 2.97% are anticipated for Coalville City, Kamas City, Henefer Town, Oakley Town, and Francis Town.¹⁸



Figure 5 Eastern Summit County Towns Current and Projected 2050 Population

An additional factor that may influence growth and water security in Eastern Summit County is the impact of the 2025 Statewide Strategic Housing Plan on Eastern Summit County’s current growth and development pattern.¹⁹ Possible tactics under consideration – such as eliminating or limiting impact fees for new Accessory Dwelling Units (ADUs)– may result in additional development pressure in Summit County.²⁰ While this growth will not necessarily equate to additional water use, if it’s allowed to occur without enacting strong water efficiency policy and requirements in Summit County then it could lead to additional water supply pressure.

Another critical factor affecting future water security is the impact of more persistent multi-year droughts on both supply (i.e., snowpack, groundwater levels) and demand (i.e., more water used for cooling and irrigation when temperatures rise). Residents who rely on well water have experienced lower water quality as wells dry due to drought.²¹ If Utah’s 2021-2022 drought conditions offer any indication,²² future droughts could result in serious water security risks. In 2021, Echo Mutual Water Company resorted to shipping water via fire truck from neighboring

¹⁸ <https://experience.arcgis.com/experience/58a92cbce4b844e38b77bd36618d275f/>

¹⁹ The Statewide Strategic Housing Plan was in development at the time this Plan was written.

²⁰ <https://www.utah.gov/pmn/files/1277599.pdf>

²¹ <https://drive.google.com/drive/u/0/folders/1t7MOCITiMmhZc9MI2nf-Hj0e4tEBYA0->

²² <https://www.drought.gov/states/utah>

towns due to very low water flows at their spring. Francis Town and Kamas restricted outdoor irrigation. And Henefer Town and Oakley Town made national headlines when they banned new water hookups citing concerns over drought conditions and the towns' water supplies. Oakley also experienced severe wildfire in 2020 which nearly drained the City's water tank, a situation that may become more common in the future given the projected increase in wildfire danger in Summit County.²³

Oakley lifted its building moratorium in November 2023 after completing construction on a new groundwater well which will more than double their available water supply.²⁴ This project experienced a setback due to a gas explosion at its pump house in April 2025 but has officially come online as of August 2025.²⁵

Henefer lifted its building moratorium in December 2024 after beginning the development of a new secondary irrigation system which would supply water from Weber River and irrigation ditches and relieve the burden on the Town's culinary system. Henefer's project was expected to come online in Summer 2025 but work on this project was started without securing the required permits, so construction was paused at the time of this Plan.²⁶ In October 2024, Henefer Town Council adopted new water impact fees of \$23,000 for single-family homes based on a study of Henefer's current and future infrastructure and supply needs.²⁷ Some councilmembers expressed concern about how these higher water impact fees might impact housing affordability in the community.

Given the impacts of projected future growth, drought, and wildfire conditions – and the financial and logistical challenges associated with establishing new water supplies - it's critical for Eastern Summit County to invest in long-term, demand-side efficiencies for new and existing development that can improve water resilience.

²³ <https://drive.google.com/drive/u/0/folders/1t7MOCITiMmhZc9MI2nf-Hj0e4tEBYA0->

²⁴ <https://www.kpcw.org/summit-county/2023-10-02/oakleys-new-well-exceeds-expectations-water-could-flow-into-town-next-spring>

²⁵ <https://www.kpcw.org/summit-county/2025-04-07/explosion-at-oakley-wells-pump-house-injures-one-no-water-service-interruption>

²⁶ <https://www.kpcw.org/summit-county/2025-04-22/new-henefer-water-system-delayed-for-lack-of-county-permits>

²⁷

<https://www.henefer.gov/media/1106>

Wastewater Treatment in Eastern Summit County

Eastern Summit County municipalities, including Kamas, Francis, Oakley, Coalville, and Henefer, collect and treat wastewater at water reclamation facilities before placing it back in local streams and rivers. Properties that are not connected to municipal wastewater lines use private, onsite wastewater treatment systems (or septic systems). Summit County's Environmental Health Department maintains a septic program to ensure the safe design and permitting of septic systems.²⁸

Centralized wastewater treatment is often considered beneficial for residents and businesses given the consistency of service and the lower maintenance costs. It also supports Summit County's goal to protect and restore local stream flows. Within city limits, new development is required to tie into public sewer connections.

V. Water Conservation

Eastern Summit County water providers are small and resources available to dedicate towards proactive water conservation have been limited. Two of the larger water providers – Kamas and Coalville – have Water Conservation Plans, as mandated by Utah's Water Conservation Act which requires Water Conservation Plans for providers with more than 500 connections. Coalville's plan was updated in 2022, and Kamas' plan was last updated in 2019, meaning it is now past due to be updated.²⁹ Oakley, Francis, and Pine Meadow Mutual Water Company all exceed 500 connections, but they have yet to adopt Water Conservation Plans as required by the State. Outside of Kamas and Coalville's Water Conservation Plans, details on current water conservation programming are limited and this water element may not be inclusive of all existing conservation efforts amongst Eastern Summit providers.

Both Kamas and Coalville have established water efficiency targets. Coalville's goal is to reduce per capita water use by 5% over 5 years from approximately 246 GPCD to 233 GPCD.³⁰ Kamas' goal is also to reduce per capita water use by 5% in 5 years – from 258 GPCD in 2019 to 245 GPCD in 2024. In the State's 2019 Regional Water Conservation Report, the Weber River Region – which includes Summit County – has a goal of reducing overall water use by 20% by 2030 and to lower regional GPCD from 250 in 2015 to 200 by 2030.³¹ Kamas and Coalville's current water

²⁸ <https://summitcountyhealth.org/permitting-new-septic-system/>

²⁹ Utah's Water Conservation Act mandates that Water Conservation Plans are updated every 5 years.

³⁰ Current GPCD in Coalville is not available. This figure was estimated based on reported demands divided by the population served.

³¹ <https://www.hansenallenluce.com/wp-content/uploads/2019/11/RWCG-Final-Report-ES.pdf>

efficiency goals do not put them on track to meet the state’s GPCD reduction goal or the overall water use reduction goal.

Kamas and Coalville have invested in water loss control, infrastructure upgrades, and early leak detection. In Kamas, some of the older water lines are shallow so residents are asked to leave their water running in homes and flush valves during the winter months to keep the water lines from freezing, which results in water loss.

Kamas, Coalville, and Oakley have inclining block rate structures for culinary water that financially incentivize water conservation by charging more per gallon as consumption increases. As of 2016, the State mandates that retail water providers establish an inclining block rate structure and a 2025 update requires retail providers to consider water conservation when setting rates.³² Additionally, Oakley, Coalville, and Francis town all have summer watering restrictions in place that limit watering during the heat of the day and/or on certain days of the week. Kamas and Coalville reported educating residents about water conservation through bill stuffers, newspaper articles, brochures, and other media.

Summit County offers discounted rain barrels to Eastern Summit County community members through the RainHarvest program and residents are also eligible for Weber Basin Water Conservancy District’s toilet and smart irrigation controller rebates. Between 2018 and 2025, applicants received 45 smart controller rebates and 6 toilet rebates.

Three additional providers – Bridge Hollow Water, Peoa Pipeline, and Hoytsville Pipe Water Company (HPWC) – reported that each of their connections receive a water allotment and are fined when that allotment is exceeded. According to HPWC, their water allocation is 15,000 gallons per household per month and very few users exceed the allocation because their customers have access to separate secondary water.

While none of the providers currently have drought response plans, Coalville reported that it was developing a new water shortages plan.

³² <https://le.utah.gov/%7E2016/bills/static/SB0028.html#73-10-32.5>

VI. Water Efficient New Development

Summit County is committed to ensuring water resiliency, water quality, and the efficient use of water in new development. Eastern Summit County's current development code is intended to protect the rural nature of the region and to promote and encourage the preservation of agricultural lands. Only low densities are permitted in agricultural areas and the base density in residential areas is one unit per 2.5-acres at its highest. The Village Overlay Zone allows for higher density and compactness in unincorporated communities which results in lower water demand per unit.

Clustered development is also encouraged to protect wetlands, riparian areas, steep slopes, ridgelines, and other environmentally sensitive areas wherever practicable. In some zones, an incentive density is provided for developments with units that are clustered on the development site plan and preserve a percentage of the parcel as meaningful open space. Cluster development reduces water demand per unit and prevents sprawling developments, thus tempering unmitigated growth.

The development code ensures watershed protection by prohibiting any development within 1,500ft above and 100ft below each spring used for culinary use or public water supply where the development could possibly pollute the water source. No structure can be located within 40ft of a wetland or within 100ft of a year-round naturally occurring stream, a reservoir, lake or pond.

Stormwater Management in Summit County

In addition to this General Plan, the County has a Stormwater Management Plan reviewed and updated annually, as needed, that outlines the County's stormwater system and goal to reduce the amount of pollutants entering streams, lakes and rivers as a result of runoff from residential, commercial, industrial and community areas.³³ The Summit County Stormwater Division works diligently to protect waterways by promoting practices that reduce stormwater runoff and pollutants entering waterways. This work includes both regulatory and permitting aspects as well as community education, such as fairs, events and tabling activities.

Groundwater Source Protection in Summit County

In 2019, The Summit County Board of Health adopted a groundwater source protection ordinance to prevent contaminants like chemicals and bacteria from entering public groundwater supplies. The ordinance identifies groundwater source protection zones

³³ <https://www.summitcountyutah.gov/DocumentCenter/View/19235/SWMP-Unincorporated-Summit-County-2021-Final>

surrounding a groundwater source of drinking water. New development within these zones is subject to additional review from the relevant public water supplier to help determine whether the development could result in potential pollution or contamination.

VII. Sustainable Development and Water Use Goals, Policies, & Strategies

Goal 1: Accelerate Residential, Commercial, and Institutional Water Efficiency

Objective: Reduce water demand amongst current residential, commercial, and institutional water users and limit water waste to improve long-term County-wide efficiency.

Policy: Summit County will reduce water waste and improve indoor and outdoor water efficiency at county facilities.

Strategy: Install EPA WaterSense weather-based irrigation controllers with flow sensors, master control valves, and rain sensors at all County facilities.

Strategy: Participate in Weber Basin Water Conservancy District trainings to understand how to program and use smart controllers to achieve greater savings.

Strategy: Conduct irrigation audits each Spring to identify leaks and other inefficiencies.

Strategy: Identify and support the implementation of water conservation and efficiency strategies for the county's most water intensive buildings and facilities.

Strategy: Partner with the Summit County|Park City Green Business program to promote and support the County's water conservation efforts in County-owned businesses and facilities.

Policy: Summit County will convert turfgrass landscapes at County facilities to water wise landscapes.

Strategy: Utilize County facilities to showcase water-wise landscaping.

Policy: Summit County will support water providers in water loss control efforts.

Strategy: Summit County will work with partners such as WBWCD and DWRe to provide training on system audits and to apply for funding to support water leak detection and repair, among other water loss reduction efforts.

Policy: Summit County and water providers will strengthen and formalize coordination and collaboration around water conservation strategies and programs.

Strategy: The County will create a “conservation committee” consisting of County departments, water providers, Weber Basin Water Conservancy District, and others, that meets quarterly to coordinate outreach on available programs, co-create water conservation educational events and programs, and to share lessons learned from program implementation.

Strategy: The conservation committee will consider the development and adoption of a “Regional Water Conservation Plan” to better align water efficiency goals, programming, and resources.

Strategy: Promote the RainHarvest program across Eastern Summit County.

Strategy: The County and local providers will explore new partnership opportunities with WBWCD to support water efficiency funding and resources.

Strategy: Promote the State’s weekly lawn watering guide

Park City & Summit County’s Green Business Program

The Green Business program allows businesses in Park City and Summit County to earn bronze, silver, or gold certification levels to showcase their environmental action, including water efficiency. The Summit County Health Department is the first county in the state to receive a Bronze-level Green Business certification.

Goal 2: Improve County-Wide Drought Resilience and Preparedness

Objective: To prepare for more severe droughts and support a climate resilient community.

Policy: Summit County will provide support and resources to water providers to develop coordinated drought response plans.

Strategy: Support and resources could include funding for drought plan development and/or a technical workshop supported by consultants. The County will aim to collaborate on this effort with WBWCD and DWRe.

Strategy: The County will encourage water providers to coordinate and align their drought response tiers and actions with other County water providers and with WBWCD to prevent confusion during times of drought. Specific strategies may include watering restrictions and drought block rates.

Policy: Summit County will provide County-wide drought messaging during drought periods, particularly when water use restrictions are in place.

Strategy: The County will work with water providers to maintain accurate and up-to-date drought conditions and water use restrictions information on the County's website and to conduct outreach on water use restrictions.

Goal 3: Improve Understanding of Water Supply Adequacy for New Development

Objective: To improve understanding of water resource availability in the unincorporated Eastern Summit County.

Policy: Summit County will improve communication with water providers during the development review process.

Strategy: The County will resume service provider meetings, holding meetings at least quarterly with Eastern water providers to share information about development proposals and solicit input.

Strategy: The County will host trainings to share consistent strategies for ensuring an adequate water supply for new development.

Strategy: The County will explore the feasibility of adopting water concurrency requirements through the development code in Eastern Summit. State law prohibits water concurrency requirements in the Health Code.

Strategy: The County will explore working with water providers to establish a water budget as a way to evaluate current and future water use and demand on a countywide scale.

Goal 4: Protect Local Water Resources

Objective: Preserve the County's limited water resources and support the protection of the Great Salt Lake.

Policy: The County will partner with relevant state agencies and organizations to conduct education and outreach to water rights holders in the County around instream flow dedication.

Policy: The County will assess its own water rights portfolio to determine if they have rights available to dedicate to instream flows.

Policy: Review and consider amendments to centralized wastewater treatment tie-in requirements to return more treated, reclaimed water to local streams.

Call out box - Instream Flow Dedication in Utah

Much in the way that some of our water resources are dedicated to agricultural or municipal uses, in Utah, water rights can be dedicated to instream flows in order to keep sufficient water flowing in the river channel throughout the season to support wildlife, the aquatic environment, and water levels in the Great Salt Lake. In 2022, the Utah Legislature passed HB 33 – Instream Flow Amendments which significantly expanded the scope of Utah’s instream flow laws. Under the current law the Division of Wildlife Resources, Division of State Parks, and the Division of Forestry, Fire, and State Lands as well as any person, subject to the approval of a cooperating Division, can apply for instream flow change applications. HB 33 allows any division or person to file a change application seeking to use a water right for “an instream flow within a specified section of a natural or altered stream” or “on sovereign lands” (including the Great Salt Lake). The State Engineer’s Office provides pre-consultations for any proposed change application. And environmental organizations like Trout Unlimited, The Nature Conservancy, and Western Resource Advocates may also be a resource to water rights holders that are interested in dedicating their rights as instream flows.

Goal 5: Build Water Efficient New Development

Objective: Reduce water demands in new development to protect County water resources.

Policy: Summit County will adopt a water-wise landscaping code in Eastern Summit.

Strategy: Meet state and WBWCD requirements for landscaping codes to reduce irrigation demand in new development and to allow Eastern Summit residents to be eligible for landscape transformation funds. Include specific limitations on the installation of new water-intensive turfgrass and specifically restrict the installation of new water-intensive turfgrass for golf courses.³⁴

Strategy: Include water efficient landscaping and irrigation options in the County’s voluntary sustainability development application checklist.

Policy: Summit County will update zoning codes to allow for development patterns that are more water efficient.

Strategy: Develop a clustered development overlay zone to allow for and encourage clustered development in infill areas, environmentally sensitive or hazard-prone areas, agricultural areas, and in areas adjacent to towns

³⁴ <https://conservewater.utah.gov/landscape-rebates/>

and non-incorporated communities to promote a gradual transition to more rural development. Focus on areas within a municipal water supplier's service area to reduce infrastructure and service costs.

Strategy: Revise Village Overlay zoning standards to allow smaller single-family detached housing including reviewing lot size and minimum dwelling size.

Policy: Summit County will support Eastern Summit communities to include water conservation and preservation strategies in their General Plans, even though this is not currently required by the State.

Policy: Summit County will improve the water efficiency of new county-owned facilities.

Strategy: Develop targeted building and develop standards for new county-owned facilities that reduce water demand, exceeding current countywide code requirements.

Goal 6: Promote the Use of Secondary (Non-Culinary) Water for Irrigation in New Development

Objective: Reduce reliance on culinary water for outdoor irrigation to reduce nonrenewable groundwater reliance and adapt to future water supply constraints.

Policy: Require new subdivisions to dedicate or secure access to secondary water sources for landscape irrigation where feasible.

Strategy: Update Eastern Summit County Development Code to require secondary water connection where service is available and sustainable.

Strategy: Provide incentives for developers to install dual water systems that separate irrigation from culinary supply.

Policy: Integrate secondary water delivery infrastructure into subdivision design standards to support efficient irrigation in both wet and dry years.

Policy: Promote efficient and collaborative management of secondary water systems.

Strategy: Explore public-private partnership for shared secondary water infrastructure across subdivisions.

Strategy: Educate homeowner's associations on secondary water use and system maintenance.

Goal 7: Strengthen Summit County departmental coordination and collaboration to advance integrated water and land use priorities

Objective: Support the successful implementation of the identified goals, policies and strategies of this water element through robust coordination and collaboration between Summit County departments and key external stakeholders.

Policy: Establish a Water Element Implementation Working Group of representatives from relevant County departments and key external stakeholders that meets regularly.

Strategy: Water Element Implementation Working Group will assign responsibilities for Water Element strategies to various departments and individuals and provide relevant updates on assignments.

Policy: Summit County will assess the need for additional staff capacity and expertise in integrated water and land use planning to drive successful Water Element implementation.

VII. Agricultural Water Goals, Policies and Strategies

Goal 1: Protect Agricultural Water Resources

Objective: Safeguard water rights and delivery infrastructure that serve agricultural operations.

Policy: Prioritize the protection of water rights used for agricultural purposes.

Strategy: Enhance existing Development Code regulations to protect key canals and ditches (e.g. setbacks, maintenance easements, erosion control, existing vegetation protection, ditch lining etc.).

Strategy: Educate the community on State and Federal programs for fallowing, consider a County program for fallowing similar to the System Conservation Pilot Program on the Colorado River.

Strategy: Track water right transfers.

Policy: Discourage the conversion of agricultural water to non-agricultural uses.

Strategy: Establish criteria for reviewing developments that may affect agricultural water delivery.

Policy: Protect irrigation canals and ditches from encroachment by development.

Strategy: Create and maintain a GIS inventory of agricultural water rights and delivery systems.

Goal 2: Support Agricultural Water Efficiency and Resilience

Objective: Promote efficient irrigation practices and drought-resilient infrastructure.

Policy: Encourage the use of modern water-saving irrigation technologies.

Strategy: Partner with soil conservation districts and state agencies to offer technical assistance and cost-sharing.

Strategy: Partner with property owners, and state agencies to determine the best technology for each property.

Strategy: Partner with schools, HOAs, nonprofits, and community groups to promote education about water-wise gardening, agriculture, and 4-H programs.

Policy: Support infrastructure upgrades.

Strategy: Work with conservation districts and state agencies to identify pilot projects that demonstrate innovative water-saving approaches.

Strategy: Connect farmers to incentives and grants, such as the Utah Department of Agriculture and Food (UDAF) Agricultural Water Optimization Program, UDAF’s Soil Health Program, Bureau of Reclamation Water SMART and field service programs, and the federal Environmental Quality Incentives Program (EQIP) administered by the Natural Resources Conservation Service (NRCS).

Strategy: Offer technical assistance to farmers to help them navigate the grant application process, develop conservation plans, and implement new technologies. This can be done in partnership with the UDAF, NRCS, and local conservation districts.

Policy: Encourage responsible and sustainable soil management practices to enhance soil health, reduce erosion and improve water filtration.

Strategy: Work with conservation districts and state agencies to identify best practices in soil conservation.

Policy: Recognize and reward water conservation and efficiency efforts by agricultural producers and landowners.

Policy: Provide resources and education related to Utah water law, specifically as it relates to the “use it or lose it provision” and new opportunities for water banking in order to encourage the efficient, beneficial use of water.

Goal 3: Align Land Use with Agricultural Water Needs

Objective: Ensure land use decisions support the long-term viability of agriculture and its water needs.

Policy: Evaluate land use changes for their potential impacts on agricultural water systems

Strategy: Update Chapter 2 of the Eastern Summit County Development Code to strengthen protections for agricultural water.

Strategy: Require water impact assessments for rezoning requests or major subdivisions in agricultural areas.

Policy: Encourage clustering or low-impact development near agricultural lands to minimize disruption.

Strategy: Map and analyze existing Agricultural Protection Areas and easements.

Policy: Preserve large contiguous areas of agricultural land where feasible.

Goal 4: Coordinate with Stakeholders to Protect Water Delivery Systems

Objective: Collaborate with local governments, soil conservation districts, canal companies, and other stakeholders to ensure water delivery system integrity.

Policy: Establish a process for identifying and communicating with ditch and canal companies.

Strategy: Create a stakeholder working group to improve coordination and communication.

Strategy: Schedule quarterly coordination meetings between county staff, irrigation companies, and conservation districts.

Policy: Coordinate with cities and towns on planning efforts that may affect agricultural water delivery.

Strategy: Integrate water delivery system protection into interlocal agreements and planning documents.

Policy: Promote best practices for infrastructure maintenance and public health protection.

Strategy: Provide training and resources for developers and landowners near irrigation infrastructure.

Goal 5: Protect and Enhance Water Availability for Agriculture in the Face of Drought and Climate Variability

Objective: Maintain reliable water delivery to agricultural users located downstream from development.

Policy: Require development proposals to demonstrate that water delivery infrastructure serving downstream users will not be impaired, especially during low-flow or drought conditions.

Policy: Support coordination between irrigation companies, soil conservation districts, and landowners to maintain conveyance capacity and improve efficiency in anticipation of changing water availability.

Strategy: Incorporate reviews of downstream agricultural water impacts into the development review process.

Strategy: Require mitigation measures such as conveyance upgrades, lined ditches, or flow control devices when development affects existing agricultural water delivery.

Strategy: Develop county drought contingency plan.

Strategy: Encourage the use of drought-tolerant forage and crop varieties through education and cost-share programs.

RESORT CORE PUBLIC INFRASTRUCTURE DISTRICT NO. 1

I. Overview: What are Public Infrastructure Districts (PIDs)

- Public Infrastructure Districts (PIDs) are independent political subdivisions of the State of Utah, created under Title 17D, Chapter 4, Utah Code Annotated. Cities and counties may create PIDs to finance public improvements associated with new development or redevelopment without incurring debt or risk to the city or county balance sheet.
- Key Features:
 - PIDs are governed by their own board of trustees, initially appointed by the creating entity (here, Summit County).
 - A PID’s debt is not a liability of the County—bondholders have no recourse to County revenues or credit.
 - PIDs can levy property taxes or assessments only on consenting property within the district boundaries (100% owner consent required).
 - PIDs may also pledge other revenues such as Tax Increment Financing (TIF) or impact fees.
 - As residents move into the area, governance transitions from an appointed board of property-owner representatives to an elected board.

PIDs are designed to complement existing economic development tools—such as assessment areas and redevelopment agencies (RDAs)—by allowing “new growth to pay for its own impact” through a dedicated district funding mechanism

II. Action Requested for Resort Core PID No. 1

- The County Council is being asked to:
 - **Approve the creation** of *Resort Core Public Infrastructure District No. 1* as an **independent district**;
 - **Approve the Governing Document** that establish the District’s authority, financial limits, and governance structure; and
 - **Appoint the initial Board of Trustees** for the District

III. District Summary

- The Resort Core PID No. 1 is intended to finance public infrastructure associated with development in The Canyons Specially Planned Area, including transportation, utilities, parking, and related resort infrastructure.
 - Initial Boundaries: ~109.66 acres.
 - Annexation Area: ~12.16 additional acres that may later be added to the District

The District is expected to fund both public and private improvements consistent with the Amended and Restated Development Agreement for The Canyons SPA.

IV. Summary of the Governing Document

A. Revenues Available to the District

The District may utilize the following sources of revenue for repayment of debt and ongoing operations:

- Ad valorem property taxes (up to the Maximum Debt Mill Levy described below);
- Assessments levied under the Assessment Area or C-PACE statutes;
- Fees, penalties, and charges authorized under Utah Code §17D-4-304; and
- Other legally available revenues

B. Authorized Types of Debt

The District may issue:

- Limited Tax Bonds, secured by the District’s ad valorem property taxes;
- Special Assessment Bonds, repaid through assessments on benefitted property; and
- C-PACE Bonds, repaid through energy-related property assessments

All bonds must comply with State law and the financial limits in the Governing Document.

C. Debt Limitations

- Maximum Debt Mill Levy: 0.015 per dollar of taxable value
- Maximum Debt Mill Levy Imposition Term: 40 years from first imposition for any bond series
- Total Limited Tax Debt Limitation: No overall cap, but no new money debt may be issued after December 31, 2060, without County consent

D. Authorized Improvements

Under the proposed governing document, the District may finance the planning, design, acquisition, construction, relocation, and redevelopment of both public and private improvements, including but not limited to:

- Roads and utilities;
- Parking structures;
- Recreational and water infrastructure;
- Ski lifts, cabriolets, gondolas, trails, and transit improvements;
- Plazas, hotels, and other private facilities permitted by law

All improvements must meet County standards and be consistent with the Canyons Development Agreement.

E. Board of Trustees

- Initial Composition: Five members appointed by the County Council
 - David Smith (6-year term)
 - Laurel Simpson (4-year term)
 - Alex Blumenfrucht (6-year term)
 - Michael Bodnar (4-year term)
 - Donald Fishoff (6-year term)
- Transition: The Board remains appointed until the District has at least 50 registered voters. At that point, two seats transition to elected positions.
- Eligibility: Trustees must be landowners or agents of landowners within the District

F. Oversight and Reporting

The District must submit an Annual Report to the County within 210 days of the fiscal year end, detailing:

- Debt authorized and issued;
- Construction status of public improvements;
- Litigation or defaults; and
- Board composition updates

**INNOVATIVE
PUBLIC
FINANCE
SOLUTIONS**


GILMORE BELL

Public
Infrastructure
Districts

Aaron Wade
Randall Larsen

Public Infrastructure Districts - Basics

- Codified as Title 17D, Chapter 4
- This legislation grants cities and counties (Creating Entity) the power to create Public Infrastructure Districts (PIDs) to finance public infrastructure for new development and redevelopment
- PIDs can issue debt repayable from property taxes or assessments on the property owners within its boundaries
- PIDs can be an effective tool to the interests of both municipalities and property owners when potentially competing interests are balanced



Economic Development Tools

- Historically, there have been two key economic development financing tools used by cities and counties:
 - ✓ Tax Increment Financing (TIF)
 - ✓ Assessment Areas & Bonds
- Public Infrastructure Districts are intended to compliment these tools as well as address some of their shortcomings



PID Features

- Governed under the Local district Act, Title 17B
- Independent political subdivision
 - PID debt is not a liability or a balance sheet item of the Creating Entity
 - Defaults by PID taxpayers not enforced by municipality
- Governed by own board
- Creates new tax revenue stream rather than reallocation of existing taxes

PID Creation and Powers

PID Creation

- At the discretion of the Creating Entity
- Requires consent of 100% of property owners and voters within the PID boundaries
- Costs of Creating Entity counsel in evaluating PID to be paid by the property owner

PID Powers

- Broad powers to finance public infrastructure of many types, generally including any improvement that will be owned by a state or local government, including the PID
- Powers may be limited by the Creating Entity in the governing document entered into at creation

PID Governance

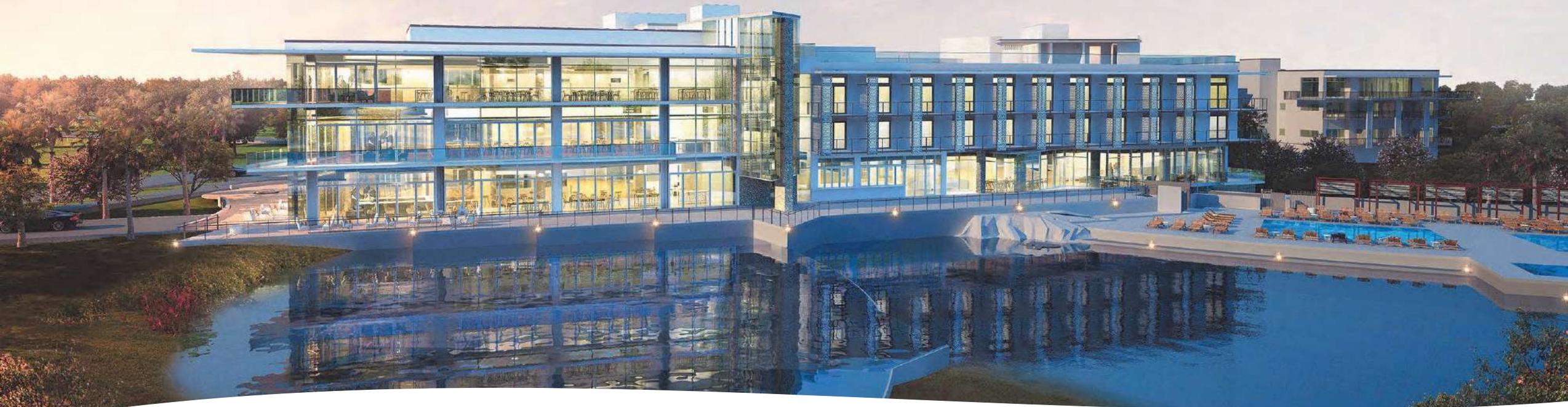
- PIDs are governed by a board with members initially appointed by the Creating Entity
- Initial board comprised of property owners or their designated representatives
- Board will transition to an elected board as electors reside in the PID, as provided in the Governing Document
- Board authority constrained by the limitations established in the Governing Document





Potential Uses of PIDs

- Incentivize job creation through commercial or industrial development
- Facilitate master planned communities
- Incentivize multi-family and/or low-income housing
- Enhanced infrastructure, such as increased capacity
- Backbone and regional infrastructure



Black Desert PID – Ivins, UT

- 447 hotel rooms, 46,000 sq. ft. restaurant and retail, 751 condos, 32 single family homes
- Will host PGA and LPGA tour tournaments
- Used to finance underground parking structure, desert boardwalk feature, pedestrian bridge, roads, utilities
- PID was able to issue 30-year tax-exempt \$106,000,000 in limited tax bonds in 2021 and \$180,000,000 in special assessment bonds in 2024

Medical School Campus PID – Provo, Utah

- Provo City and Noorda College had been working together for years to bring new medical school to the City
- Noorda purchased a portion of the East Bay Golf Course from the City to construct the campus, but infrastructure costs were very high (\$37,500,000) because it was the site of a former landfill
- Provo City and Noorda worked together to form the Medical School Campus PID
- The PID was able to issue \$42,754,000 in 30-year tax-exempt limited tax bonds



Downtown East Streetcar Sewer PID – South Salt Lake

- South Salt Lake City lacked sewer capacity along S-Line area, halted issuance of building permits
- Collection of 15 developers representing 3,500 apartment units and 30k commercial SF worked with the City to form a PID
- PID issued approximately \$33,000,000 of bonds to finance sewer improvements
- City will now begin issuing building permits to PID property owners
- Future property owners wishing to connect must either annex into PID or pay impact fee to City that will be remitted to PID



Bond Issuances

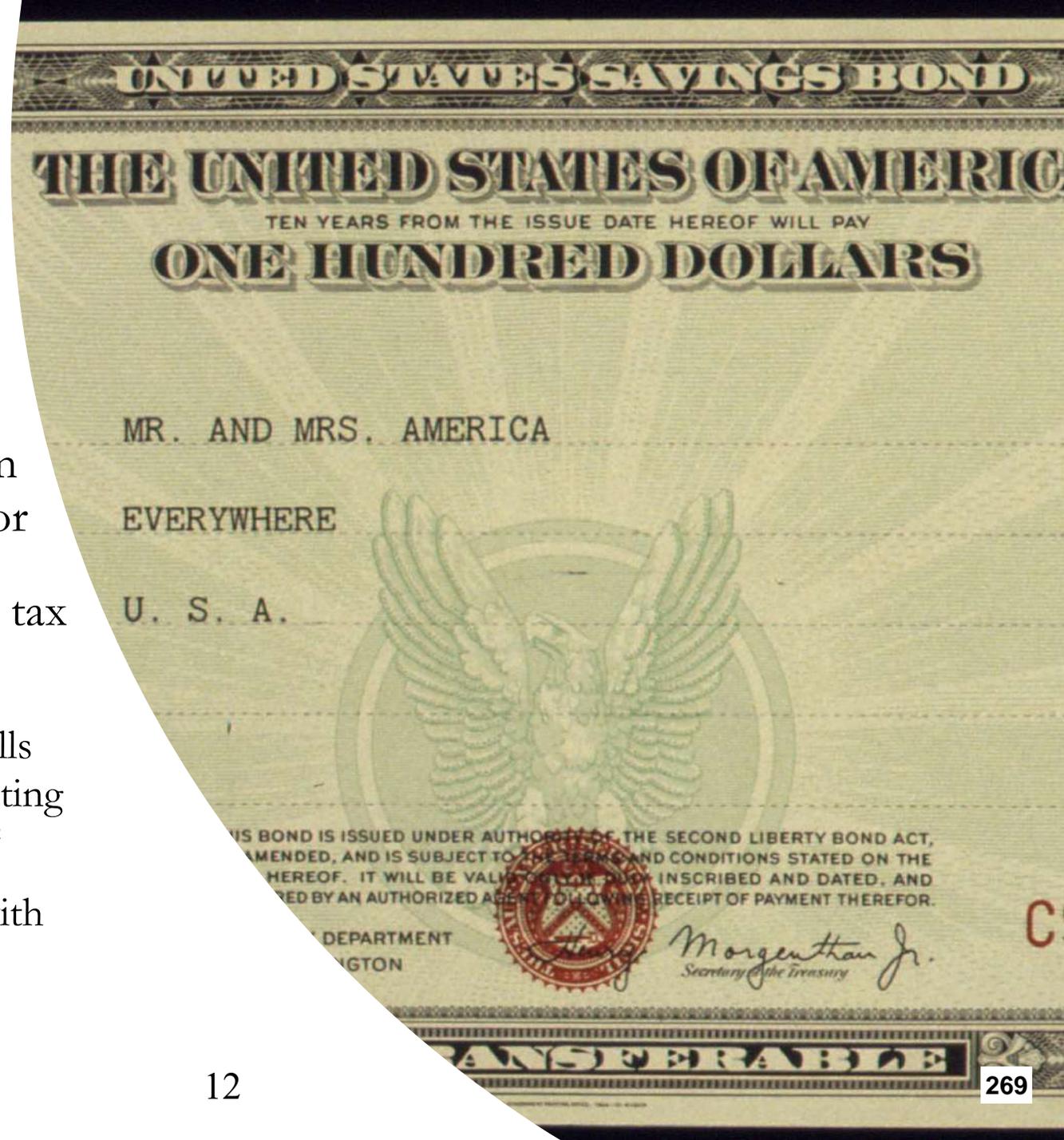
**PIDs
may
issue:**

- Special Assessment Bonds
- General Obligation Bonds
- Limited Tax Bonds
- Bonds repayable through fees
- C-PACE Assessments

**In addition, TIF
revenues may
be pledged to
repay PID
Bonds**

Limited Tax Bonds

- ✓ Fixed rate bonds, generally for 30-year term
- ✓ Not subject to a fair market value ratio prior to issuance
- ✓ Repaid from a limited ad valorem property tax
 - ✓ Tax payment pegged to taxable value of property
 - ✓ Statutorily, this rate may not to exceed 15 mills
 - ✓ A lower limit may be established by the Creating Entity in the Governing Document or in the bond documents
 - ✓ New revenue source, no need to negotiate with school district, RDA, etc.



Limited Tax Bonds, *continued*

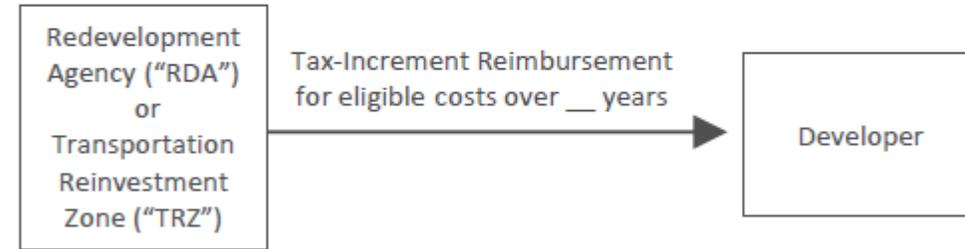
- In the event the proceeds of the limited tax are insufficient to meet annual debt service as it comes due:
 - ✓ Not an event of default
 - ✓ Bondholder has no statutory remedy to require additional taxes or fees of the PID
 - ✓ No statutory recourse to the property or the property owner
- Because of these unique features, the statute limits sale of limited tax bonds to qualified institutional buyers or to be sold in denominations of \$500,000



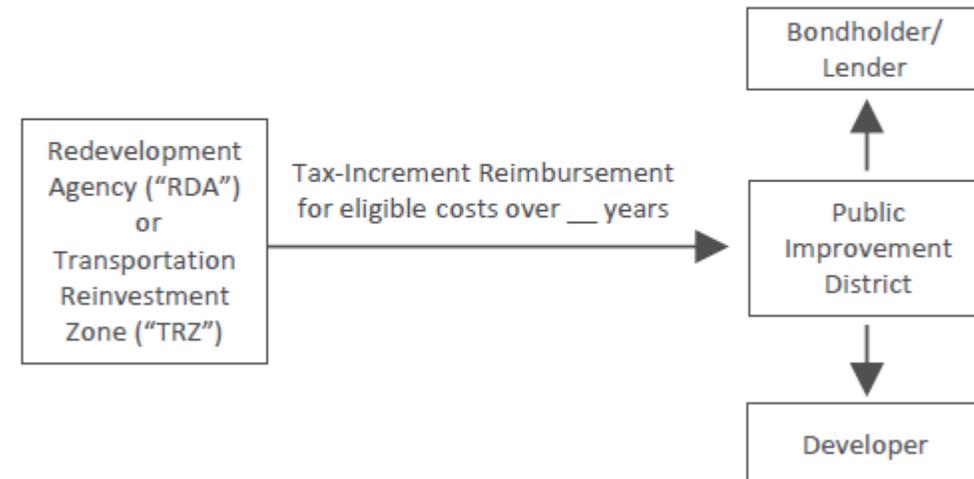
PID Interaction with Tax Increment Finance

- PIDs can act as the counterparty to RDA revenues, thereby creating a tax-exempt borrower to capitalize the increment without having 3rd party debt on RDA balance sheet
- PIDs bring additional revenues to the project from benefitted property owners whereas TIF involves reallocating tax revenue from other entities

Current/Traditional Plan



Public Infrastructure District involvement in Tax-Increment Finance





Considerations for the Creating Entity in Drafting the Governing Document

- The statute only establishes the outer limits of what a PID can do, greater limitations or requirements may be imposed by the Creating Entity
- Engage bond counsel to ensure proper legal and tax analysis over negotiations to ensure:
 - ✓ eligibility for tax-exempt financing
 - ✓ that the PID will constitute a “separate political subdivision” for tax purposes
- Creating Entity will want to adopt standard policies for evaluating all PID requests in light of its objectives

Considerations for the Creating Entity in Drafting the Governing Document, *continued*

- Consider what types of infrastructure the Creating Entity wants to allow the PID to finance
- Establish a mill rate limit appropriate to accomplish financing of approved improvements
- Establish Standards for:
 - ✓ Any general obligation bonding
 - ✓ Procurement
 - ✓ Transition to elected Board
 - ✓ PID lifespan and dissolution
 - ✓ Notice to future property owners



Questions?



THANK YOU



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Mobile: 801.541.1108

rlarsen@gilmorebell.com

AARON WADE

Direct: 801.258.2730

awade@gilmorebell.com

**PETITION REQUESTING THE CREATION OF RESORT CORE PUBLIC
INFRASTRUCTURE DISTRICT NO. 1 IN SUMMIT COUNTY, UTAH**

November 21, 2025

Summit County, Utah
Attn: Eve Furse, County Clerk
60 N Main St
P.O. Box 128
Coalville, UT 84017

The undersigned (the “Petitioners”) hereby request Summit County, Utah (the “County”) create Resort Core Public Infrastructure District No. 1 (the “District”) pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953 (collectively, the “Act”). The Petitioners request the District in order to assist in the financing of infrastructure relating to the construction of infrastructure and improvements in the Canyons Village Specially Planned Area (collectively, the “Development”). For additional information regarding the District and this request, please see the Letter of Intent sent to the County dated November 21, 2025.

I. Petitioners:

David Smith, on behalf of TCFC PropCo LP as a representative
1840 Sun Peak Dr. Suite A-201, Park City, UT 84098
435.200.8400

Parcel Numbers:

RCDA-14-15-RC15

RCDA-14-15-C

RCDA-RC16-A

RCDA-RC20-B

RCDA-RC20-A

RCDA-RC21

PP-2-B

PP-2-C-1

PP-2-D-2

PP-2-E

PP-2-E-2

PP-2-D-3

PP-2-D

PP-2-E-A

PP-2-D-1

PP-74-G

WWDDAM-WWD4B

PP-75-A-2

David Smith, on behalf of W35 LP as a representative
1840 Sun Peak Dr. Suite A-201, Park City, UT 84098
435.200.8400
Parcel Numbers:
PP-75-H-6
PP-75-H-5
PP-75-J

David Smith, on behalf of SPH21 LLC as a representative
1840 Sun Peak Dr. Suite A-201, Park City, UT 84098
435.200.8400
Parcel Number:
PP-73

Each Petitioner constitutes a sponsor, with David Smith designated as the contact sponsor. There are no registered voters residing within the proposed District boundaries or the annexation area. A title report of the District Boundaries demonstrating that the Petitioners are the owners of such parcels is attached as Exhibit C.

II. Proposed District Boundaries

The Petitioners request the PID initially be comprised of Summit County Parcel Numbers identified above, with such PID boundaries being more fully described on Exhibit A attached hereto (the “District Boundaries”).

Additionally, in accordance Section 17D-4-201(3) of the Act, the Petitioners request the County approve the annexations of all or any part of Summit County Parcel Numbers WWDDAM-WWD8, WWDDAM-WWD2 (portions of), RCDA-14-15-B, RCDA-14-15-D, RCDA-14-15-E, PP-75-6, PP-75-A-3-X, PP-75-H-X, and PP-75-A-9-X (the “Annexation Area”) into the District upon Petitioner’s request for any such parcel(s) or part thereof then owned by any Petitioner or consented to by the then owner. The boundaries of the Annexation Areas are more fully described on Exhibit B attached hereto.

III. Requested Service

The Petitioners request the District be created for the purpose of financing the construction of infrastructure relating to the Development, as permitted under the Act, all as shall be further described in a governing document relating to the District.

IV. Board of Trustees

The Petitioners propose that the Board of Trustees for the Districts be initially composed of 5 members appointed by the County Council and consisting of property owners, their agents, or representatives, as follows:

- (a) David Smith, 1840 Sun Peak Dr. Suite A-201, Park City, UT 84098
- (b) Laurel Simpson, 1840 Sun Peak Dr. Suite A-201, Park City, UT 84098
- (c) Alex Blumenfrucht, 1840 Sun Peak Dr. Suite A-201, Park City, UT 84098
- (d) Michael Bodnar, 1840 Sun Peak Dr. Suite A-201, Park City, UT 84098
- (e) Donald Fishoff, 1840 Sun Peak Dr. Suite A-201, Park City, UT 84098

V. Petitioner Representations

The Petitioners hereby represent and warrant that:

- (a) David Smith is authorized to sign on behalf of the Petitioners;
- (b) The Petitioners are the sole owners of the real property included within the District Boundaries;
- (c) This Petition is signed by 100% of the surface property owners of real property within the District Boundaries;
- (d) The Petitioners will not include any of the Annexation Areas into the District without the consent of 100% of the surface property owners thereof and registered voters, if any, residing within such area;
- (e) There are no registered voters residing within the District Boundaries; and
- (f) The proposed Trustees listed above are registered voters and are either a property owner or the agent or representatives of a property owner.

VI. Petitioner Consent

The Petitioners hereby consent to:

- (a) The creation of public infrastructure district within the District Boundaries;
- (b) David Smith acting as the contact sponsor with respect to this Petition;
- (c) The annexation of any of the Annexation Areas into the District upon the conveyance, if any, of any Annexation Area from a non-Petitioner to a Petitioner;
- (d) A waiver of the residency requirement for members of the Board of Trustees of the Districts as permitted under Section 17D-4-202(3)(a) of the Act;
- (e) A waiver of the entirety of the protest period described in Section 17B-1-213 of the Act pursuant to Section 17D-4-201(2)(b) of the Act;
- (f) The District levying a property tax of up to .015 per dollar of taxable value of taxable property within the District, and acknowledge that the properties of the Petitioners will be subject to such tax; and

(g) The issuance by the District of bonds repayable through property taxes or assessments.

VII. Electronic Means; Counterparts

This Petition may be conducted by electronic means and executed in several counterparts, including by electronic signature, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

IN WITNESS WHEREOF, the Petitioners have each executed this Petition as of the date indicated above.

Petitioners:

TCFC PropCo LP as property owner of

Parcel Numbers:

RCDA-14-15-RC15, RCDA-14-15-C,
RCDA-RC16-A, RCDA-RC20-B, RCDA-
RC20-A, RCDA-RC21, PP-2-B, PP-2-C-1,
PP-2-D-2, PP-2-E, PP-2-E-2, PP-2-D-3, PP-
2-D, PP-2-E-A, PP-2-D-1, PP-74-G,
WWDDAM-WWD4B, PP-75-A-2



By: David Smith

Its: Representative

STATE OF Utah)

ss:

COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 21st day of November, 2025,
by David Smith, Representative.

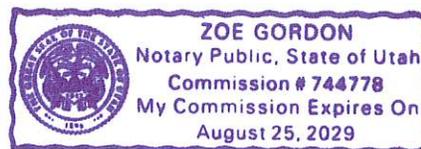


NOTARY PUBLIC

Residing at: Park City, UT

My Commission Expires:

August 25, 2029



IN WITNESS WHEREOF, the Petitioners have each executed this Petition as of the date indicated above.

Petitioners:

SPH21 LLC as property owner of

Parcel Number:
PP-73

DS

By: David Smith

Its: Representative

STATE OF Utah)

ss:

COUNTY OF Summit

The foregoing instrument was acknowledged before me this 21st day of November, 2025, by David Smith, Representative.

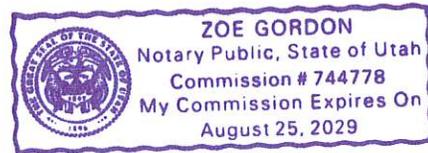
Zoe Gordon

NOTARY PUBLIC

Residing at: Park City, UT

My Commission Expires:

August 25, 2029



IN WITNESS WHEREOF, the Petitioners have each executed this Petition as of the date indicated above.

Petitioners:

W35 LP as property owner of

Parcel Numbers:

PP-75-H-6, PP-75-H-5, PP-75-J

DS

By: David Smith

Its: Representative

STATE OF Utah)

ss:

COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 21st day of November, 2025, by David Smith, Representative.

Zoe Gordon

NOTARY PUBLIC

Residing at: Park City, UT

My Commission Expires:

August 25, 2029

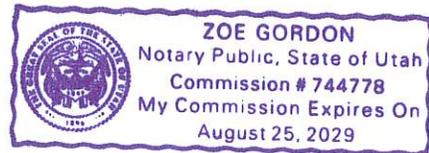


EXHIBIT A
INITIAL DISTRICT BOUNDARIES

Parcel 1

A parcel of land within the North half of Section 36, Township 1 South Range 3 East, Salt Lake Base and Meridian, County of Summit, State of Utah, more particularly described as follows:

Beginning at a point North 89°16'07" West 1339.26 feet from a found brass cap at the East quarter corner of Section 36, Township 1 South Range 3 East, Salt Lake Base and Meridian. (Basis of Bearing being North 00°00'06" West 2641.45 feet between said East quarter corner and the Northwest corner of Section 31, Township 1 South Range 4 East, Salt Lake Base and Meridian); said point lying on the Westerly boundary of The First Amended Master Development Plat of Frostwood, recorded December 22, 2006 as Entry No. 799952 of the official records; thence North 89°16'07" West 1800.19 feet along the center of Section line to a point on the boundary of the tract of land described in that certain Special Warranty Deed recorded December 12, 1997 as Entry No. 494864 in Book 1102 at Page 492 of the official records, and following said boundary the next two courses: 1) thence North 00°05'47" West 1363.98 feet; 2) thence South 88°58'15" East 1800.35 feet to a point on the Northwest corner of said First Amended Master Development Plat of Frostwood; and following the Westerly boundary of said plat South 00°05'47" East 1354.62 feet, more or less, to the point of beginning.

[Tax Serial No. PP-73]

Parcel 2

Lot WWD4B, WEST WILLOW DRAW DEVELOPMENT AREA MASTER PLAT; according to the Official Plat thereof, on file and of record in the Summit County Recorder's Office.

[Tax Serial No. WWDDAM-WWD4B]

Parcel 3

a. The North 10 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

[Tax Serial No. PP-75-H-6]

b. The South 10 rods of the North 20 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

[Tax Serial No. PP-75-H-5]

c. The South 10 rods of the North 30 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian and the South 10 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Excepting therefrom any portion lying within West Willow Draw Development Area Master Plat, recorded December 30, 2010, Entry No. 914098 on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. PP-75-J]

d. A parcel of land located in the northwest quarter of the southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is North 00°00'29" East 2004.66 feet coincident with the east section line and West 2675.26 feet from a brass cap monument at the southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the north-south quarter line of Section 36 and also being the northeast corner of Lot WWD4 A of West Willow Draw Development Area Master Plat, recorded December 30, 2010, as Entry No. 914098 in the Office of the Recorder, Summit County, Utah; and running thence coincident with said north-south quarter section line North 00°13'38" West 334.08 feet to the north line of the south half of the northwest quarter of the northwest quarter of the southeast quarter of said Section 36; thence coincident with said north line South 89°22'14" East 379.08 feet to the northerly boundary of said West Willow Draw Development Area Master Plat; thence coincident with said northerly boundary the following twelve (12) courses: 1) South 60°31'57" West 135.64 feet; thence 2) South 43°51'27" West 28.98 feet; thence 3) South 59°46'54" West 112.25 feet; thence 4) South 33°00'00" West 61.70 feet to a point on a non tangent curve to the left having a radius of 128.00 feet, of which the radius point bears North 44°28'36" East; thence 5) along the arc of said curve 41.28 feet through a central angle of 18°28'37"; thence 6) South 26°00'00" West 31.16 feet to a point on a non tangent curve to the right having a radius of 125.00 feet, of which the radius point bears South 59°08'33" West; thence 7) along the arc of said curve 45.50 feet through a central angle of 20°51'27"; thence 8) South 10°00'00" East 55.82 feet to a point on a curve to the right having a radius of 17.00 feet, of which the radius point bears South 80°00'00" West; thence 9) along the arc of said curve 29.67 feet through a central angle of 100°00'00"; thence 10) West 107.44 feet; thence 11) North 00°13'26" West 35.01 feet (plat: 35.00 feet); thence 12) West 30.04 feet (plat: 30.00 feet) to the point of beginning.

The Basis of Bearing for the above description is North 00°00'29" East 2639.24 feet between a brass cap in concrete in a street monument at the east quarter corner and a brass cap monument at the southeast corner of said Section 36 as shown on Survey S-7915 on file with Summit County.

[Portion of Tax Serial No. PP-75-A-2]

Parcel 4

Commencing at the west quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence along the west line of said Section 31 South 00°00'31" West a distance of 782.82 feet; thence leaving said section line North 89°59'29" West a distance of 1575.68 feet to the POINT OF BEGINNING; thence North 79°00'00" West a distance of 578.27 feet to a point on a 475.00 foot radius curve to the right, center bears North 11°00'00" East; thence along the arc of said curve through a central angle of 7°00'00", a distance of 58.03 feet; thence North 72°00'00" West a distance of 20.84 feet to a point on a 225.00 foot radius curve to the left, center bears South 18°00'00" West; thence along the arc of said curve through a central angle of 35°33'57", a distance of 139.67 feet; thence South 72°26'03" West a distance of 35.47 feet; to a point on a 175.00 foot radius curve to the right, center bears North 17°33'57" West; thence along the arc of said curve through a central angle of 5°45'19", a distance of 17.58 feet to a point on a 57.00 foot radius curve to the right, center bears North 11°48'39" West; thence along the arc of said curve through a central angle of 91°48'39", a distance of 91.34 feet; thence North 10°00'00" West a distance of 34.53 feet to a point on a 175.00 foot radius curve to the left, center bears South 80°00'00" West; thence along the arc of said curve through a central angle of 11°31'49", a distance of 35.22 feet;

thence North 26°00'00" East a distance of 104.99 feet; thence North 74°30'52" East a distance of 306.99 feet; thence North 85°02'48" East a distance of 224.36 feet; thence North 71°36'34" East a distance of 146.33 feet; thence South 89°22'14" East a distance of 411.05 feet; thence South 23°09'22" West a distance of 508.74 feet to said point of beginning.

[Portion of Tax Serial No. PP-75-A-2 and portion of Tax Serial No. PP-74-G]

Parcel 5

Commencing at the west quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence along the west line of said Section 31 South 00°00'31" West a distance of 831.70 feet; thence leaving said section line North 89°59'29" West a distance of 1586.22 feet to the POINT OF BEGINNING; thence South 29°04'15" West a distance of 39.83 feet; thence South 62°43'34" West a distance of 147.77 feet; thence South 71°58'23" West a distance of 138.22 feet; thence South 88°58'01" West a distance of 309.96 feet; thence North 72°25'33" West a distance of 144.35 feet; thence North 51°33'19" West a distance of 125.97 feet; thence South 46°38'46" West a distance of 44.83 feet; thence North 58°49'24" West a distance of 230.87 feet; thence North 00°13'26" West a distance of 52.08 feet; thence North 90°00'00" East a distance of 201.51 feet to a point on a 225.00 foot radius curve to the left, thence along the arc of said curve through a central angle of 17°33'57", a distance of 68.98 feet; thence North 72°26'03" East a distance of 35.47 feet to a point on a 175.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 35°33'57", a distance of 108.63 feet; thence South 72°00'00" East a distance of 20.84 feet to a point on a 525.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 7°00'00", a distance of 64.14 feet; thence South 79°00'00" East a distance of 577.24 feet to said point of beginning.

[Portion of Tax Serial No. PP-74-G]

Parcel 6

All of PARCEL C, RESORT CORE DEVELOPMENT AREA - RC14 & RC15 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. RCDA-14-15-C]

Parcel 7

All of PARCEL RC15, RESORT CORE DEVELOPMENT AREA - RC14 & RC15 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. RCDA-14-15-RC15]

Parcel 8

All of PARCEL RC21, RESORT CORE DEVELOPMENT AREA - RC21 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. RCDA-RC21]

Parcel 9

All of PARCEL RC20-A, RESORT CORE DEVELOPMENT AREA - RC20 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. RCDA-RC20-A]

Parcel 10

All of PARCEL RC20-B, RESORT CORE DEVELOPMENT AREA - RC20 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder. [Tax Serial No. RCDA-RC20-B]

Parcel 11

All of PARCEL RC16-A, RESORT CORE DEVELOPMENT AREA - RC16 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder. [Tax Serial No. RCDA-RC16-A]

Parcel 12

A parcel of land located in the northwest quarter of northeast quarter of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at the north quarter corner of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian; and running thence coincident with the north line of the northwest quarter of the northeast quarter of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian South 89°56'56" East 470.19 feet to the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence coincident with the south line of the southeast quarter of Section 36 South 89°59'45" East 206.51 feet to the northwest corner of Escala Lodges Plat 'A', recorded June 17, 2005, as Entry No. 739707 in the Office of the Recorder, Summit County, Utah; thence coincident with the west boundary of Escala Lodges Plat 'A' South 479.50 feet; thence continuing South 43.61 feet, more or less, to the north boundary of Plat Amendment for Timberwolf Subdivision, recorded September 21, 2001, as Entry No. 598724 in the Office of the Recorder, Summit County, Utah; thence coincident with the north boundary of said Timberwolf Subdivision West 2.99 feet; thence North 18.29 feet; thence West 289.48 feet; thence South 556.75 feet to the north boundary of that certain Warranty Deed, recorded April 27, 2000, as Entry No. 564398 in the Office of the Recorder Summit County, Utah; thence coincident with the north boundary of said Warranty Deed West 381.23 feet to the west line of the northeast quarter of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian; thence coincident with said west line North 00°09'43" West 1062.01 feet to the point of beginning.

[Tax Serial No.'s PP-2-C-1, PP-2-D-2, PP-2-D-1, PP-2-D, PP-2-D-3, PP-2-B, PP-2-E, PP-2-E-2, and PP-2-E-A]

EXHIBIT B
ANNEXATION AREA BOUNDARIES

Parcel 1

Property located in Summit County, State of Utah, more particularly described as follows:

Beginning at the northeast corner of Lot WWD7, also being on the boundary of the West Willow Draw Development Area Master Plat, on file and of record in the Office of the Summit County Recorder and running thence leaving said boundary South 89°16'50" East along the quarter section line a distance of 70.85 feet; thence leaving said quarter section line South 00°10'55" East a distance of 549.59 feet to a point on the said West Willow Draw Development Area Master Plat boundary; thence along said boundary North 77°35'33" West a distance of 77.51 feet; thence continuing along said boundary North 00°20'00" East a distance of 533.83 feet to the point of beginning.

[Tax Serial No.: PP-75-H-X]

Parcel 2

That portion of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, encompassed by the North ½ of the Northwest ¼ of the Northwest ¼ of the Southeast ¼ of Section 36.

LESS and EXCEPTING therefrom the following:

Any portion lying within West Willow Draw Development Area Master Plat, recorded December 30, 2010, as Entry No. 914098 in the Office of the Recorder, Summit County, Utah.

[Tax Serial No.: PP-75-A-3-X]

Parcel 3

That portion of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian encompassed by the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section.

LESS and EXCEPTING therefrom the following:

Any portion lying within West Willow Draw Development Area Master Plat, recorded December 30, 2010, as Entry No. 914098 in the Office of the Recorder, Summit County, Utah.

[Tax Serial No.: PP-75-A-9-X]

Parcel 4

Lot WWD8 (Private Road) West Willow Draw Development Area Master Plat Subdivision; according to the official plat on file in the Summit County Recorder's Office.

[Tax Serial No.: WWDDAM-WWD8]

Parcel 5

A parcel of land located in the southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is South 00°00'29" West 982.31 feet coincident with the section line and West 2178.23 feet from the east quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the north boundary of parcel WWD 2, West Willow Draw Development Area Master Plat, recorded December 30, 2010, as Entry No. 914098 in the Office of the Recorder, Summit County, Utah; and running thence South 88°58'01" West 21.65 feet; thence North 73°55'56" West 245.43 feet; thence North 58°34'30" West 84.90 feet; thence South 89°54'42" West 166.11 feet to the southeast corner of parcel WWD4 A, West Willow Draw Development Area Master Plat, said point also being on the boundary of said parcel WWD 2; thence coincident with the east boundary of parcel WWD4 A and the boundary of parcel WWD 2 North 00°13'38" West 117.32 feet (record North 00°13'26" West 117.30 feet); thence coincident with said boundary of parcel WWD 2 the following four (4) courses: 1) South 58°49'24" East 266.06 feet (record 266.02 feet); thence 2) North 46°38'46" East 44.83 feet; thence 3) South 51°33'19" East 125.97; thence 4) South 72°25'33" East 144.35 feet to the point of beginning.

[Portion of Tax Serial No.: WWDDAM-WWD2]

Parcel 6

A parcel of land located in the southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is South 00°00'29" West 915.49 feet coincident with the section line and West 1701.09 feet from the east quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the north boundary of parcel WWD 2, West Willow Draw Development Area Master Plat, recorded December 30, 2010, as Entry No. 914098 in the Office of the Recorder, Summit County, Utah; and running thence South 53°48'22" West 101.08 feet; thence South 88°58'01" West 85.68 feet to a point on said parcel WWD 2; thence coincident with said parcel WWD2 the following two (2) courses: 1) North 71°58'23" East 138.22 feet; thence 2) North 62°43'34" East 40.29 feet to the point of beginning.

[Portion of Tax Serial No.: WWDDAM-WWD2]

Parcel 7

Parcel E, Resort Core Development Area RC14 & RC15 Subdivision; according to the official plat on file in the Summit County Recorder's Office.

[Tax Serial No.'s: RCDA-14-15-E]

Parcel 8

Parcel D, Resort Core Development Area RC14 & RC15 Subdivision; according to the official plat on file in the Summit County Recorder's Office.

[Tax Serial No.: RCDA-14-15-D]

Parcel 9

Parcel B, Resort Core Development Area RC14 & RC15 Subdivision; according to the official plat on file in the Summit County Recorder's Office. [Tax Serial No.: RCDA-14-15-B]

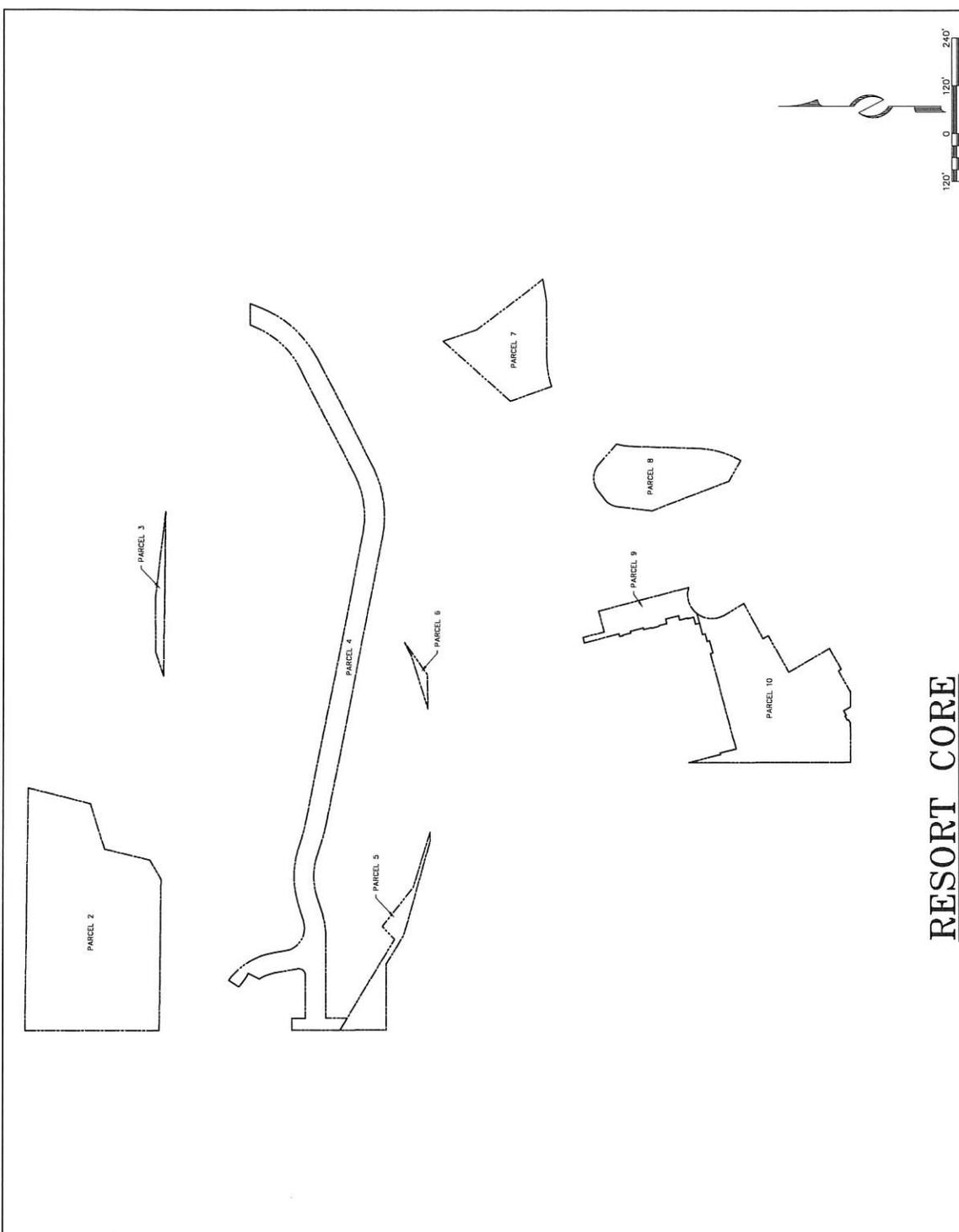
Parcel 10

A parcel of land located in the southwest quarter of the southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is North 00°00'29" East 600.05 feet coincident with the east section line and West 2002.12 feet from a brass cap monument at the southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the north-south one-sixty-fourth line in the southwest quarter of the southeast quarter of said Section 36; and running thence coincident with said north-south one-sixty-fourth section line North 00°10'08" West 407.65 feet to the west boundary of Grand Summit Resort Hotel, recorded January 31, 2000, as Entry No. 558242 in the Office of the Recorder, Summit County, Utah; thence coincident with said Grand Summit Resort Hotel the following twelve (12) courses: 1) South 14°50'26" East 80.38 feet; thence 2) North 75°09'34" East 3.76 feet; thence 3) South 14°50'26" East 41.75 feet; thence 4) North 75°09'34" East 23.00 feet; thence 5) North 14°50'26" West 0.82 feet; thence 6) North 75°09'34" East 224.16 feet; thence 7) South 14°50'26" East 6.54 feet; thence 8) North 75°09'34" East 31.83 feet; thence 9) North 14°50'26" West 6.54 feet; thence 10) North 75°09'34" East 19.42 feet; thence 11) North 14°50'26" West 6.58 feet; thence 12) North 75°09'34" East 29.76 feet to a point on the west boundary of Resort Core Development Area-RC14 & RC15 Subdivision Plat, recorded May 29, 2018, as Entry No. 1092360 in the Office of the Recorder, Summit County, Utah; thence coincident with the west boundary of Resort Core Development Area-RC14 & RC15 Subdivision Plat the following three (3) courses: 1) North 75°09'34" East 25.10 feet to a point on a non tangent curve to the left having a radius of 60.00 feet, of which the radius point bears South 51°58'15" East; thence 2) along the arc of said curve 72.34 feet through a central angle of 69°05'04"; thence 3) South 31°03'19" East 56.41 feet to the northerly boundary of Westgate at the Canyons Final Subdivision Second Amendment, recorded October 25, 2013, as Entry No. 982485 in the Office of the Recorder, Summit County, Utah; thence coincident with the northerly boundary of Westgate at the Canyons the following eight (8) courses: 1) South 60°30'24" West 101.23 feet; thence 2) South 29°29'36" East 15.00 feet; thence 3) South 60°30'24" West 104.67 feet; thence 4) South 29°29'36" East 120.00 feet; thence 5) South 60°30'24" West 59.67 feet; thence 6) North 29°29'36" West 8.19 feet; thence 7) South 60°30'24" West 59.57 feet; thence 8) South 29°29'38" East 1.72 feet; thence West 39.05 feet to the boundary of Sundial Lodge, recorded December 15, 1999, as Entry No. 555291 in the Office of the Recorder, Summit County, Utah; thence coincident with the boundary of Sundial Lodge the following eight (8) courses: 1) North 29°28'29" West 20.72 feet; thence 2) South 60°31'31" West 13.58 feet; thence 3) North 29°28'29" West 3.25 feet; thence 4) South 60°31'31" West 12.00 feet; thence 5) South 29°28'29" East 3.25 feet; thence 6) South 60°31'31" West 10.70 feet; thence 7) North 74°29'36" West 6.19 feet; thence 8) South 60°30'24" West 3.75 feet; thence West 88.47 feet to the point of beginning.

The Basis of Bearing for the above description is North 00°00'29" East 2639.24 feet between a brass cap in concrete in a street monument at the east quarter corner and a brass cap monument at the southeast corner of said Section 36 as shown on Survey S-7915 on file with Summit County.

[Tax Serial No.: PP-75-6]



RESORT CORE
PUBLIC INFRASTRUCTURE DISTRICT NO.1
ANNEXATION PARCELS

LOCATED IN SECTION 36, TOWNSHIP 1, SOUTH, RANGE 3, EAST AND THE
 NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 3 EAST,
 SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH



EXHIBIT C
TITLE REPORT

MISCELLANEOUS REPORT
Prepared By



1225 Deer Valley Drive, #300, Park City, UT 84060
File No. 086306

Prepared for:

TCFC Holdings
1840 Sun Peak Drive
Park City, UT 84098
Phone No.: 435-200-8400
Fax No.:

ATTENTION: David Smith

IN WITNESS WHEREOF the said Company has caused these presents to be signed by its duly authorized officer to be effective as of November 17, 2025 at 8:00 a.m.

US TITLE INSURANCE AGENCY

A handwritten signature in black ink that reads "Mary Katherine Johnston". The signature is written in a cursive, flowing style.

Mary Katherine Johnston, Title Manager
US Title Insurance Agency

PLEASE DIRECT ANY INQUIRIES RELATIVE TO THE CONTENTS OF THIS MISCELLANEOUS REPORT TO:
CORINNE WOODWARD: (435)615-1148

SCHEDULE A

- A. The estate or interest in the land described or referred to in this report and covered herein is fee simple and title thereto is, at the effective date hereof, vested in:

TCFC PropCo LP, a Delaware limited partnership; and W35 LP, a Delaware limited partnership; and SPH21, LLC, a Delaware limited liability company; each as their interest appears

SCHEDULE B
Exceptions

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or thereafter furnished, imposed by law and not shown by the public records.

* * *

THE FOLLOWING EXCEPTIONS AFFECT PARCELS 6 AND 7 ONLY:

7. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30th. Tax ID No. RCDA-14-15-RC15. 2025 taxes have been assessed in the amount of \$77,806.22, together with a special assessment in favor of The Canyons Assessment Area in the amount of \$175,906.98; for a total amount owing of \$253,713.00.
8. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30. Tax ID No. RCDA-14-15-C. 2025 taxes have been assessed in the amount of \$3,777.19.
9. The property described herein is located within the boundaries of Weber Basin Water Conservancy District, and is subject to any and all charges and assessments thereof.
10. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
11. The property described herein is located within the boundaries of Mountain Regional Water Special Service District and is subject to the charges and assessments thereof.
12. The property described herein is located within the boundaries of Summit County Special Service District No. 1, and is subject to any and all charges and assessments thereof.
13. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
14. The property described herein is located within the bounds of Snyderville Basin Public Transit District and is subject to the charges and assessments thereof.

15. Said property is located within the bounds of the Canyons Assessment Area; as set forth in the Summit County, Utah Canyons Assessment Area Designation Resolution, recorded February 22, 2018 as Entry No. 1086885 in Book 2451 at page 116 of Official Records.

A Notice of Proposed Assessment was recorded February 22, 2018 as Entry No. 1086888 in Book 2451 at page 301 of Official Records.

A Notice of Assessment Interest was recorded February 22, 2018 as Entry No. 1086889 in Book 2451 at page 467 of Official Records.

Summit County Assessment Ordinance #875, record May 21, 2020 as Entry No. 1132525 in Book 2572 at page 1 of Official Records.

16. Development Agreement for The Canyons Specially Planned Area, recorded July 29, 1998 as Entry No. 513500 in Book 1168 at Page 82 of Official Records, but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

An Ordinance approving and adopting the Amended and Restated Development Agreement for The Canyons SPA was recorded November 24, 1999 as Entry No. 553910 in Book 1297 at Page 404 of Official Records.

Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded November 24, 1999 as Entry No. 553911 in Book 1297 at Page 405 of Official Records.

Summit County Ordinance No. 445 an ordinance approving and adopting the Amended Land Use and Zoning Chart also known as Exhibit B of the Development Agreement for The Canyons SPA as Amended; recorded January 23, 2003 as Entry No. 645718 in Book 1506 at Page 509 of Official Records.

An Ordinance approving and adopting the Amended and Restated Snyderville Basin Special Recreation District Regional Trails Agreement, Exhibit 1.2.3 of The Canyons Spa and Development Agreement as Amended, was recorded May 20, 2010 as Entry No. 899057 in Book 2032 at Page 1797 of Official Records.

Snyderville Basin Special Recreation District Reclassification Notice Willow Draw Connector Trail The Canyons Specially Planned Area, recorded December 30, 2010 as Entry No. 914096 in Book 2063 at Page 1742 of Official Records.

An Administrative Amendment to Amended and Restated Development Agreement for The Canyons Specially Planned Area, recorded February 15, 2015 as Entry No. 1012254 in Book 2278 at Page 682 of Official Records.

An Amendment to the Amended and Restated Development Agreement for The Canyons Specially Planned Area was recorded March 21, 2017 as Entry No. 1065938 in Book 2402 at Page 40 of Official Records.

Summit County Resolution No. 2017-19, Canyons Exhibit I (Colony Design and Development Guidelines) Amendment was recorded December 5, 2017 as Entry No. 1082677 in Book 2440 at Page 1702 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded March 1, 2018 as Entry No. 1087254 in Book 2452 at Page 419 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded March 1, 2018 as Entry No. 1087255 in Book 2452 at Page 649 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded May 15, 2018 as Entry No. 1091752 in Book 2462 at Page 967 of Official Records.

Administrative Amendment to the Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded May 15, 2018 as Entry No. 1091754 in Book 2462 at Page 998 of Official Records.

Summit County Ordinance No. 334-C, an Ordinance Approving and Adopting the Amended and Restated

Development Agreement for The Canyons Specially Planned Area was recorded May 21, 2020 as Entry No. 1132524 in Book 2571 at page 1478 of Official Records.

17. An Easement, to install, maintain and operate all necessary culinary water pipes and other manner of improvements or appurtenances that may be used or required for the delivery of culinary water services, and incidental purposes, as granted to Community Water Company in the document recorded September 10, 1998 as Entry No. 517341 in Book 1181 at page 283 of Official Records; and being more particularly described below:

An easement to construct, operate and maintain an 8" water line and other facilities, as may be required, together with rights of ingress and egress, upon, over and across the following described lands:

A 20 foot easement being 10 feet on each side of the following described centerline:

Beginning at the South Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being North 89°59'43" West between the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and the said South Quarter of Section 36); thence North 1423.65 feet; thence East 217.25 feet to the true point of beginning; thence South 64°28'00" East 358.72 feet; thence North 89°39'58" East 70.65 feet; thence North 00°11'48" East 21.45 feet; thence North 57°31'58" East 118.33 feet; thence South 89°49'49" East 20.77 feet; thence South 46°51'39" East 57.96 feet; thence North 87°42'39" East 158.14 feet; thence East 25.76 feet; thence South 81°39'42" East 44.24 feet; thence North 87°20'29" East 143.63 feet; thence South 33°11'08" East 78.79 feet to the point of terminus.

18. The limitations, covenants, conditions, restrictions, exceptions, easements, terms and liens contained within that certain Management Agreement for The Canyons Resort Village recorded December 15, 1999 as Entry No. 555285 in Book 1300 at Page 1 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value; but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

First Amendment to the Amendment of The Canyons Resort Village Management Agreement (Sundial Lodge), recorded December 17, 1999 as Entry No. 555434 in Book 1300 at Page 668 of Official Records.

Second Amendment to the Amendment of The Canyons Resort Village Management Agreement (Spoor), recorded January 11, 2000 as Entry No. 556961 in Book 1303 at Page 1296 of Official Records.

Third Amendment to the Amendment of The Canyons Resort Village Management Agreement (Grand Summit), recorded January 31, 2000 as Entry No. 558232 in Book 1305 at Page 719 of Official Records.

19. An Easement, which affects said land, for the construction, operation and maintenance of sewers and pipes and a right of access, and incidental purposes, as granted to Snyderville Basin Sewer Improvement District, in the document recorded September 7, 2000 as Entry No. 572431 in Book 1332 at page 1304 of Official Records.

An Encroachment Agreement Concrete Stairs Within a Wastewater System Easement, recorded December 27, 2010 as Entry No. 913817 in Book 2063 at page 316 of Official Records.

20. An easement, which is made subject to the terms, covenants and provisions of that certain Grant of Easement, executed by and between Wolf Mountain Resorts, L.C., a Utah limited liability company and ASC Utah, Inc., a Maine corporation and The Canyons Resort Village Association, Inc., a Utah non-profit corporation and recorded May 24, 2001 as Entry No. 589737 in Book 1372 at page 1195 of Official Records.

21. A Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 14, 2006 as Entry No. 771415 in Book 1776 at page 1762 of Official Records.

An Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded August 15, 2006 as Entry No. 786761 in Book 1809 at page 1709 of Official Records.

Second Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 2, 2010 as Entry No. 893359 in Book 2023 at page 86 of Official Records.

Third Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded August 10, 2010 as Entry No. 905270 in Book 2044 at 1378 of Official Records.

22. A Notice of Reinvestment Fee Covenant, recorded May 28, 2010 as Entry No. 899508 in Book 2033 at page 1651 of Official Records.

The imposition of a reinvestment or conveyance fee is contained within the Covenants, Conditions and Restrictions shown above. The provisions for such a fee require it to be paid upon the conveyance of the Land. Such imposition may include a conveyance resulting from a foreclosure of an interest in the Land and any subsequent transfers, whether or not derived through such foreclosure.

23. The easements, terms and conditions of that certain Easement Agreement (The Canyons First Aid Compound - Access) by and between ASC Utah LLC, a Delaware limited liability company and Snyderville Basin Water Reclamation District; and recorded on October 25, 2010 as Entry No. 909483 in Book 2053 at page 1083 of Official Records. See said document for full particulars.
24. The terms and conditions of that certain Commercial Use Restriction and Right of First Offer Agreement, by and between Talisker Canyons LeasCo, LLC, a Delaware limited liability company; Talisker Canyons PropCo, LLC, a Delaware limited liability company and VR CPC Holdings, Inc., a Delaware corporation; and recorded May 14, 2014 as Entry No. 995142 in Book 2239 at page 1931 of Official Records. See said document for full particulars.
25. All easements, notes and recitals set forth and shown on the recorded plat of Resort Core Development Area - RC14 & RC15 Subdivision Plat.
26. The easements, terms and conditions of that certain Non-exclusive Pedestrian and Ski Access (Parcel RC15) by and between TCFC PropCo LP, a Delaware limited partnership and The Canyon Resort Village Association, Inc, a Utah non-profit corporation; and recorded on February 14, 2023 as as Entry No. 1200745 in Book 2771 at page 1428 of Official Records. See said document for full particulars.

THE FOLLOWING EXCEPTIONS AFFECT PARCEL 11 ONLY:

27. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30th. Tax ID No. RCDA-RC16-A. 2025 taxes have been assessed in the amount of \$121,857.01, together with a special assessment in favor of The Canyons Assessment Area in the amount of \$358,297.43; and in favor of Weber Basin Water Conservancy District in the amount of \$391.48; for a total amount owing of \$480,545.92.
28. The property described herein is located within the boundaries of Weber Basin Water Conservancy District, and is subject to any and all charges and assessments thereof.
29. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
30. The property described herein is located within the boundaries of Mountain Regional Water Special Service District and is subject to the charges and assessments thereof.
31. The property described herein is located within the boundaries of Summit County Special Service District No. 1, and is subject to any and all charges and assessments thereof.
32. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.

33. The property described herein is located within the bounds of Snyderville Basin Public Transit District and is subject to the charges and assessments thereof.

34. Said property is located within the bounds of the Canyons Assessment Area; as set forth in the Summit County, Utah Canyons Assessment Area Designation Resolution, recorded February 22, 2018 as Entry No. 1086885 in Book 2451 at page 116 of Official Records.

A Notice of Proposed Assessment was recorded February 22, 2018 as Entry No. 1086888 in Book 2451 at page 301 of Official Records.

A Notice of Assessment Interest was recorded February 22, 2018 as Entry No. 1086889 in Book 2451 at page 467 of Official Records.

Summit County Assessment Ordinance #875, record May 21, 2020 as Entry No. 1132525 in Book 2572 at page 1 of Official Records.

35. Development Agreement for The Canyons Specially Planned Area, recorded July 29, 1998 as Entry No. 513500 in Book 1168 at Page 82 of Official Records, but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

An Ordinance approving and adopting the Amended and Restated Development Agreement for The Canyons SPA was recorded November 24, 1999 as Entry No. 553910 in Book 1297 at Page 404 of Official Records.

Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded November 24, 1999 as Entry No. 553911 in Book 1297 at Page 405 of Official Records.

Summit County Ordinance No. 445 an ordinance approving and adopting the Amended Land Use and Zoning Chart also known as Exhibit B of the Development Agreement for The Canyons SPA as Amended; recorded January 23, 2003 as Entry No. 645718 in Book 1506 at Page 509 of Official Records.

An Ordinance approving and adopting the Amended and Restated Snyderville Basin Special Recreation District Regional Trails Agreement, Exhibit 1.2.3 of The Canyons Spa and Development Agreement as Amended, was recorded May 20, 2010 as Entry No. 899057 in Book 2032 at Page 1797 of Official Records.

Snyderville Basin Special Recreation District Reclassification Notice Willow Draw Connector Trail The Canyons Specially Planned Area, recorded December 30, 2010 as Entry No. 914096 in Book 2063 at Page 1742 of Official Records.

An Administrative Amendment to Amended and Restated Development Agreement for The Canyons Specially Planned Area, recorded February 15, 2015 as Entry No. 1012254 in Book 2278 at Page 682 of Official Records.

An Amendment to the Amended and Restated Development Agreement for The Canyons Specially Planned Area was recorded March 21, 2017 as Entry No. 1065938 in Book 2402 at Page 40 of Official Records.

Summit County Resolution No. 2017-19, Canyons Exhibit I (Colony Design and Development Guidelines) Amendment was recorded December 5, 2017 as Entry No. 1082677 in Book 2440 at Page 1702 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded March 1, 2018 as Entry No. 1087254 in Book 2452 at Page 419 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded March 1, 2018 as Entry No. 1087255 in Book 2452 at Page 649 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded May 15, 2018 as Entry No. 1091752 in Book 2462 at Page 967 of Official Records.

Administrative Amendment to the Amended and Restated Development Agreement for The Canyons Specially

Planned Area recorded May 15, 2018 as Entry No. 1091754 in Book 2462 at Page 998 of Official Records.

Summit County Ordinance No. 334-C, an Ordinance Approving and Adopting the Amended and Restated Development Agreement for The Canyons Specially Planned Area was recorded May 21, 2020 as Entry No. 1132524 in Book 2571 at page 1478 of Official Records.

36. A non-exclusive easement granted to American Skiing Company Resort Properties, Inc. for construction, ingress and egress and installing utility lines; subject to the terms and conditions contained therein; in the Easement Agreement recorded April 30, 1999 as Entry No. 537597 in Book 1253 at page 252 of Official Records.
37. The limitations, covenants, conditions, restrictions, exceptions, easements, terms and liens contained within that certain Management Agreement for The Canyons Resort Village recorded December 15, 1999 as Entry No. 555285 in Book 1300 at Page 1 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value; but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

First Amendment to the Amendment of The Canyons Resort Village Management Agreement (Sundial Lodge), recorded December 17, 1999 as Entry No. 555434 in Book 1300 at Page 668 of Official Records.

Second Amendment to the Amendment of The Canyons Resort Village Management Agreement (Spoor), recorded January 11, 2000 as Entry No. 556961 in Book 1303 at Page 1296 of Official Records.

Third Amendment to the Amendment of The Canyons Resort Village Management Agreement (Grand Summit), recorded January 31, 2000 as Entry No. 558232 in Book 1305 at Page 719 of Official Records.
38. A Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 14, 2006 as Entry No. 771415 in Book 1776 at page 1762 of Official Records.

An Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded August 15, 2006 as Entry No. 786761 in Book 1809 at page 1709 of Official Records.

Second Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 2, 2010 as Entry No. 893359 in Book 2023 at page 86 of Official Records.

Third Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded August 10, 2010 as Entry No. 905270 in Book 2044 at 1378 of Official Records.
39. A Notice of Reinvestment Fee Covenant, recorded May 28, 2010 as Entry No. 899508 in Book 2033 at page 1651 of Official Records.

The imposition of a reinvestment or conveyance fee is contained within the Covenants, Conditions and Restrictions shown above. The provisions for such a fee require it to be paid upon the conveyance of the Land. Such imposition may include a conveyance resulting from a foreclosure of an interest in the Land and any subsequent transfers, whether or not derived through such foreclosure.
40. All easements, notes and recitals set forth and shown on the recorded plat of Resort Core Development Area - RC16 Subdivision Plat.
41. The terms and conditions of that certain Development Improvements Agreement, by and between Summit County, a political subdivision of the State of Utah and TCFC PropCO LP, a Delaware limited partnership; and recorded August 8, 2018 as Entry No 1096426 in Book 2474 at page 141 of Official Records. See said document for full particulars.

42. Restrictive Covenants Agreement, recorded March 28, 2023 as as Entry No. 1202249 in Book 2775 at page 1495 of Official Records, but deleting any covenants, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

THE FOLLOWING EXCEPTIONS AFFECT PARCELS 9 AND 10 ONLY:

43. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30th. Tax ID No. RCDA--RC20-A. 2025 taxes have been assessed in the amount of \$78,066.72, together with a special assessment in favor of The Canyons Assessment Area in the amount of \$180,897.34; for a total amount owing of \$258,964.06.
44. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30th. Tax ID No. RCDA-RC20-B. 2025 taxes have been assessed in the amount of \$14,960.28, together with a special assessment in favor of The Canyons Assessment Area in the amount of \$34,138.02; for a total amount owing of \$49,098.30.
45. The property described herein is located within the boundaries of Weber Basin Water Conservancy District, and is subject to any and all charges and assessments thereof.
46. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
47. The property described herein is located within the boundaries of Mountain Regional Water Special Service District and is subject to the charges and assessments thereof.
48. The property described herein is located within the boundaries of Summit County Special Service District No. 1, and is subject to any and all charges and assessments thereof.
49. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
50. The property described herein is located within the bounds of Snyderville Basin Public Transit District and is subject to the charges and assessments thereof.
51. Said property is located within the bounds of the Canyons Assessment Area; as set forth in the Summit County, Utah Canyons Assessment Area Designation Resolution, recorded February 22, 2018 as Entry No. 1086885 in Book 2451 at page 116 of Official Records.

A Notice of Proposed Assessment was recorded February 22, 2018 as Entry No. 1086888 in Book 2451 at page 301 of Official Records.

A Notice of Assessment Interest was recorded February 22, 2018 as Entry No. 1086889 in Book 2451 at page 467 of Official Records.

Summit County Assessment Ordinance #875, record May 21, 2020 as Entry No. 1132525 in Book 2572 at page 1 of Official Records.

52. Development Agreement for The Canyons Specially Planned Area, recorded July 29, 1998 as Entry No. 513500 in Book 1168 at Page 82 of Official Records, but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

An Ordinance approving and adopting the Amended and Restated Development Agreement for The Canyons SPA was recorded November 24, 1999 as Entry No. 553910 in Book 1297 at Page 404 of Official Records.

Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded November 24, 1999 as Entry No. 553911 in Book 1297 at Page 405 of Official Records.

Summit County Ordinance No. 445 an ordinance approving and adopting the Amended Land Use and Zoning

Chart also known as Exhibit B of the Development Agreement for The Canyons SPA as Amended; recorded January 23, 2003 as Entry No. 645718 in Book 1506 at Page 509 of Official Records.

An Ordinance approving and adopting the Amended and Restated Snyderville Basin Special Recreation District Regional Trails Agreement, Exhibit 1.2.3 of The Canyons Spa and Development Agreement as Amended, was recorded May 20, 2010 as Entry No. 899057 in Book 2032 at Page 1797 of Official Records.

Snyderville Basin Special Recreation District Reclassification Notice Willow Draw Connector Trail The Canyons Specially Planned Area, recorded December 30, 2010 as Entry No. 914096 in Book 2063 at Page 1742 of Official Records.

An Administrative Amendment to Amended and Restated Development Agreement for The Canyons Specially Planned Area, recorded February 15, 2015 as Entry No. 1012254 in Book 2278 at Page 682 of Official Records.

An Amendment to the Amended and Restated Development Agreement for The Canyons Specially Planned Area was recorded March 21, 2017 as Entry No. 1065938 in Book 2402 at Page 40 of Official Records.

Summit County Resolution No. 2017-19, Canyons Exhibit I (Colony Design and Development Guidelines) Amendment was recorded December 5, 2017 as Entry No. 1082677 in Book 2440 at Page 1702 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded March 1, 2018 as Entry No. 1087254 in Book 2452 at Page 419 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded March 1, 2018 as Entry No. 1087255 in Book 2452 at Page 649 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded May 15, 2018 as Entry No. 1091752 in Book 2462 at Page 967 of Official Records.

Administrative Amendment to the Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded May 15, 2018 as Entry No. 1091754 in Book 2462 at Page 998 of Official Records.

Summit County Ordinance No. 334-C, an Ordinance Approving and Adopting the Amended and Restated Development Agreement for The Canyons Specially Planned Area was recorded May 21, 2020 as Entry No. 1132524 in Book 2571 at page 1478 of Official Records.

53. An Easement, to install, maintain and operate all necessary culinary water pipes and other manner of improvements or appurtenances that may be used or required for the delivery of culinary water services, and incidental purposes, as granted to Community Water Company in the document recorded September 10, 1998 as Entry No. 517341 in Book 1181 at page 283 of Official Records; and being more particularly described below:

An easement to construct, operate and maintain an 8" water line and other facilities, as may be required, together with rights of ingress and egress, upon, over and across the following described lands:

A 20 foot easement being 10 feet on each side of the following described centerline:

Beginning at the South Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being North 89°59'43" West between the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and the said South Quarter of Section 36); thence North 1423.65 feet; thence East 217.25 feet to the true point of beginning; thence South 64°28'00" East 358.72 feet; thence North 89°39'58" East 70.65 feet; thence North 00°11'48" East 21.45 feet; thence North 57°31'58" East 118.33 feet; thence South 89°49'49" East 20.77 feet; thence South 46°51'39" East 57.96 feet; thence North 87°42'39" East 158.14 feet; thence East 25.76 feet; thence South 81°39'42" East 44.24 feet; thence North 87°20'29" East 143.63 feet; thence South 33°11'08" East 78.79 feet to the point of terminus.

54. The limitations, covenants, conditions, restrictions, exceptions, easements, terms and liens contained within that certain Management Agreement for The Canyons Resort Village recorded December 15, 1999 as Entry No. 555285 in Book 1300 at Page 1 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value; but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

First Amendment to the Amendment of The Canyons Resort Village Management Agreement (Sundial Lodge), recorded December 17, 1999 as Entry No. 555434 in Book 1300 at Page 668 of Official Records.

Second Amendment to the Amendment of The Canyons Resort Village Management Agreement (Spoor), recorded January 11, 2000 as Entry No. 556961 in Book 1303 at Page 1296 of Official Records.

Third Amendment to the Amendment of The Canyons Resort Village Management Agreement (Grand Summit), recorded January 31, 2000 as Entry No. 558232 in Book 1305 at Page 719 of Official Records.

55. A Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 14, 2006 as Entry No. 771415 in Book 1776 at page 1762 of Official Records.

An Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded August 15, 2006 as Entry No. 786761 in Book 1809 at page 1709 of Official Records.

Second Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 2, 2010 as Entry No. 893359 in Book 2023 at page 86 of Official Records.

Third Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded August 10, 2010 as Entry No. 905270 in Book 2044 at 1378 of Official Records.

56. A Notice of Reinvestment Fee Covenant, recorded May 28, 2010 as Entry No. 899508 in Book 2033 at page 1651 of Official Records.

The imposition of a reinvestment or conveyance fee is contained within the Covenants, Conditions and Restrictions shown above. The provisions for such a fee require it to be paid upon the conveyance of the Land. Such imposition may include a conveyance resulting from a foreclosure of an interest in the Land and any subsequent transfers, whether or not derived through such foreclosure.

57. (Affects Parcel RC20-B)

The terms and conditions of that certain Commercial Use Restriction and Right of First Offer Agreement, by and between Talisker Canyons LeasCo, LLC, a Delaware limited liability company; Talisker Canyons PropCo, LLC, a Delaware limited liability company and VR CPC Holdings, Inc., a Delaware corporation; and recorded May 14, 2014 as Entry No. 995142 in Book 2239 at page 1931 of Official Records. See said document for full particulars.

By virtue of that certain Omnibus Assignment, dated February 16, 2018 and recorded February 16, 2018 as Entry No. 1086706 in Book 2450 at page 957 of Official Records; the interest of TCFC LeaseCo, LLC; a Delaware limited liability company as a "Landlord" has been assigned to TCFC PC LeaseCo LP, a Delaware limited partnership. Please refer to said document for full particulars.

By Virtue of that certain Partial Release and Termination Agreement, recorded March 17, 2023 as Entry No. 1201888 in Book 2774 at page 1297 of Official Records; Parcel RC16-A, RC20-A and RC21 have been released from said Restriction and Agreement.

58. Restrictive Covenants Agreement (Parcel RC20-B), recorded November 2, 2018 as Entry No. 1101146 in Book 2485 at page 1284 of Official Records, but deleting any covenants, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or

national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

59. All easements, notes and recitals set forth and shown on the recorded plat of Resort Core Development Area - RC20 Subdivision Plat.
60. (Affects Parcel RC20-A)
An unrecorded agreement dated March 15, 2023 executed by TCFC PropCo LP, a Delaware limited partnership, and VR CPC Holdings, Inc., a Delaware Corporation as disclosed by that certain Memorandum of Satellite license Agreement recorded March 17, 2023 as Entry No. 1201890 in Book 2774 at page 1312 of Official Records.
61. (Affects Parcel RC20-A)
Restrictive Covenants Agreement, recorded March 28, 2023 as as Entry No. 1202249 in Book 2775 at page 1495 of Official Records, but deleting any covenants, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

THE FOLLOWING EXCEPTIONS AFFECT PARCEL 8 ONLY:

62. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30th. Tax ID No. RCDA-RC21. 2025 taxes have been assessed in the amount of \$80,464.79, together with a special assessment in favor of The Canyons Assessment Area in the amount of \$185,452.52; for a total amount owing of \$265,917.31.
63. The property described herein is located within the boundaries of Weber Basin Water Conservancy District, and is subject to any and all charges and assessments thereof.
64. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
65. The property described herein is located within the boundaries of Mountain Regional Water Special Service District and is subject to the charges and assessments thereof.
66. The property described herein is located within the boundaries of Summit County Special Service District No. 1, and is subject to any and all charges and assessments thereof.
67. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
68. The property described herein is located within the bounds of Snyderville Basin Public Transit District and is subject to the charges and assessments thereof.
69. Said property is located within the bounds of the Canyons Assessment Area; as set forth in the Summit County, Utah Canyons Assessment Area Designation Resolution, recorded February 22, 2018 as Entry No. 1086885 in Book 2451 at page 116 of Official Records.

A Notice of Proposed Assessment was recorded February 22, 2018 as Entry No. 1086888 in Book 2451 at page 301 of Official Records.

A Notice of Assessment Interest was recorded February 22, 2018 as Entry No. 1086889 in Book 2451 at page 467 of Official Records.

Summit County Assessment Ordinance #875, record May 21, 2020 as Entry No. 1132525 in Book 2572 at page 1 of Official Records.

70. Development Agreement for The Canyons Specially Planned Area, recorded July 29, 1998 as Entry No. 513500 in Book 1168 at Page 82 of Official Records, but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

An Ordinance approving and adopting the Amended and Restated Development Agreement for The Canyons SPA was recorded November 24, 1999 as Entry No. 553910 in Book 1297 at Page 404 of Official Records.

Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded November 24, 1999 as Entry No. 553911 in Book 1297 at Page 405 of Official Records.

Summit County Ordinance No. 445 an ordinance approving and adopting the Amended Land Use and Zoning Chart also known as Exhibit B of the Development Agreement for The Canyons SPA as Amended; recorded January 23, 2003 as Entry No. 645718 in Book 1506 at Page 509 of Official Records.

An Ordinance approving and adopting the Amended and Restated Snyderville Basin Special Recreation District Regional Trails Agreement, Exhibit 1.2.3 of The Canyons Spa and Development Agreement as Amended, was recorded May 20, 2010 as Entry No. 899057 in Book 2032 at Page 1797 of Official Records.

Snyderville Basin Special Recreation District Reclassification Notice Willow Draw Connector Trail The Canyons Specially Planned Area, recorded December 30, 2010 as Entry No. 914096 in Book 2063 at Page 1742 of Official Records.

An Administrative Amendment to Amended and Restated Development Agreement for The Canyons Specially Planned Area, recorded February 15, 2015 as Entry No. 1012254 in Book 2278 at Page 682 of Official Records.

An Amendment to the Amended and Restated Development Agreement for The Canyons Specially Planned Area was recorded March 21, 2017 as Entry No. 1065938 in Book 2402 at Page 40 of Official Records.

Summit County Resolution No. 2017-19, Canyons Exhibit I (Colony Design and Development Guidelines) Amendment was recorded December 5, 2017 as Entry No. 1082677 in Book 2440 at Page 1702 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded March 1, 2018 as Entry No. 1087254 in Book 2452 at Page 419 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded March 1, 2018 as Entry No. 1087255 in Book 2452 at Page 649 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded May 15, 2018 as Entry No. 1091752 in Book 2462 at Page 967 of Official Records.

Administrative Amendment to the Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded May 15, 2018 as Entry No. 1091754 in Book 2462 at Page 998 of Official Records.

Summit County Ordinance No. 334-C, an Ordinance Approving and Adopting the Amended and Restated Development Agreement for The Canyons Specially Planned Area was recorded May 21, 2020 as Entry No. 1132524 in Book 2571 at page 1478 of Official Records.

71. A Right of Way and Easement, to lay, maintain and operate pipes, pipe line, valves, valve boxes and other gas transmission and distribution facilities, and incidental purposes, as granted to Questar Gas Company in the document recorded December 29, 1998 as Entry No. 526248 in Book 1215 at page 559 of Official Records; and being more particularly described below:

Affecting a strip of land, eight feet on each side of the centerlines shown on the plat attached thereto, designated as Exhibit "A", and made a part thereof.

- 72.

72. The limitations, covenants, conditions, restrictions, exceptions, easements, terms and liens contained within that certain Management Agreement for The Canyons Resort Village recorded December 15, 1999 as Entry No. 555285 in Book 1300 at Page 1 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value; but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

First Amendment to the Amendment of The Canyons Resort Village Management Agreement (Sundial Lodge), recorded December 17, 1999 as Entry No. 555434 in Book 1300 at Page 668 of Official Records.

Second Amendment to the Amendment of The Canyons Resort Village Management Agreement (Spoor), recorded January 11, 2000 as Entry No. 556961 in Book 1303 at Page 1296 of Official Records.

Third Amendment to the Amendment of The Canyons Resort Village Management Agreement (Grand Summit), recorded January 31, 2000 as Entry No. 558232 in Book 1305 at Page 719 of Official Records.

73. A Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 14, 2006 as Entry No. 771415 in Book 1776 at page 1762 of Official Records.

An Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded August 15, 2006 as Entry No. 786761 in Book 1809 at page 1709 of Official Records.

Second Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 2, 2010 as Entry No. 893359 in Book 2023 at page 86 of Official Records.

Third Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded August 10, 2010 as Entry No. 905270 in Book 2044 at 1378 of Official Records.

74. A Notice of Reinvestment Fee Covenant, recorded May 28, 2010 as Entry No. 899508 in Book 2033 at page 1651 of Official Records.

The imposition of a reinvestment or conveyance fee is contained within the Covenants, Conditions and Restrictions shown above. The provisions for such a fee require it to be paid upon the conveyance of the Land. Such imposition may include a conveyance resulting from a foreclosure of an interest in the Land and any subsequent transfers, whether or not derived through such foreclosure.

75. An Access/Use Easement Agreement, which affects Parcel RC21, for a perpetual, non-exclusive access and use easement for installation, use and maintenance of roadway, sidewalk and related improvements and for the installation, use and maintenance of landscaping and related improvements, and incidental purposes, as granted to Morinda Properties Silverado Lodge, LC, a Utah limited liability company fka Silverado Summit Investments, LC, and made subject to the terms and conditions contained in the document recorded December 21, 2005 as Entry No. 762349 in Book 1759 at page 1211 of Official Records.
76. A Underground Utility Easement Agreement, which affects Parcel RC21, for the connection, installation, operation and maintenance of underground utilities, drainage and storm drainage systems, and incidental purposes, as granted to Morinda Properties Silverado Lodge, LC, a Utah limited liability company, in the document recorded December 21, 2005 as Entry No. 762351 in Book 1759 at page 1257 of Official Records.
77. All easements, notes and recitals set forth and shown on the recorded plat of Resort Core Development Area - RC21 Subdivision Plat.

78. An unrecorded agreement dated March 15, 2023 executed by TCFC PropCo LP, a Delaware limited partnership, and VR CPC Holdings, Inc., a Delaware Corporation as disclosed by that certain Memorandum of Satellite license Agreement recorded March 17, 2023 as Entry No. 1201890 in Book 2774 at page 1312 of Official Records.
79. Restrictive Covenants Agreement, recorded March 28, 2023 as as Entry No. 1202249 in Book 2775 at page 1495 of Official Records, but deleting any covenants, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

THE FOLLOWING EXCEPTIONS AFFECT PARCEL 12 ONLY:

80. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30. Tax ID No. PP-2-B. 2025 taxes have been assessed in the amount of \$8.20.
81. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30th. Tax ID No. PP-2-C-1. 2025 taxes have been assessed in the amount of \$14,938.79, together with a special assessment in favor of The Canyons Assessment Area in the amount of \$24,893.65; for a total amount owing of \$39,832.44.
82. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30th. Tax ID No. PP-2-D-2. 2025 taxes have been assessed in the amount of \$1,042.78, together with a special assessment in favor of The Canyons Assessment Area in the amount of \$18,948.90; for a total amount owing of \$19,991.68.
83. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30. Tax ID No. PP-2-E. 2025 taxes have been assessed in the amount of \$969.17.
84. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30. Tax ID No. PP-2-E-2. 2025 taxes have been assessed in the amount of \$846.49.
85. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30th. Tax ID No. PP-2-D-3. 2025 taxes have been assessed in the amount of \$30.48, together with a special assessment in favor of The Canyons Assessment Area in the amount of \$8,842.82; for a total amount owing of \$8,873.30.
86. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30. Tax ID No. PP-2-D. 2025 taxes have been assessed in the amount of \$17.83.
87. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30. Tax ID No. PP-2-E-2. 2025 taxes have been assessed in the amount of \$15.37.
88. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30. Tax ID No. PP-2-D-1. 2025 taxes have been assessed in the amount of \$18.70.
89. The property described herein is located within the boundaries of Snyderville Basin Water Reclamation District, and is subject to any and all charges and assessments thereof.
90. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
91. The property described herein is located within the boundaries of Summit County Special Service District No. 1, and is subject to any and all charges and assessments thereof.
92. The property described herein is located within the boundaries of Mountain Regional Water Special Service District and is subject to the charges and assessments thereof.
93. The property described herein is located within the bounds of Snyderville Basin Public Transit District and is subject to the charges and assessments thereof.

94. The property described herein is located within the bounds of Park City Fire Protection Special Service District and is subject to the charges and assessments thereof.

95. Said property is located within the bounds of the Canyons Assessment Area; as set forth in the Summit County, Utah Canyons Assessment Area Designation Resolution, recorded February 22, 2018 as Entry No. 1086885 in Book 2451 at page 116 of Official Records.

A Notice of Proposed Assessment was recorded February 22, 2018 as Entry No. 1086888 in Book 2451 at page 301 of Official Records.

A Notice of Assessment Interest was recorded February 22, 2018 as Entry No. 1086889 in Book 2451 at page 467 of Official Records.

96. Subject to the right of proprietor of a vein or lode to extract and remove his ore should the same be found to penetrate or intersect the premises, as reserved in that certain Deed of Patent issued by the United States of America and recorded January 8, 1907 as Entry No. 15164 in Book I of Warranty Deeds at Page 26 of Official Records.

97. Mineral and other reservations in that certain warranty Deed, issued by the Franklin D. Richards, Jr.; David K. Richards; D. James Cannon and Grant Macfarlane, Trustees and recorded January 24, 1986 as 245370 in Book 371 at page 278 of Official Records

The Company makes no assurances as to the current ownership and/or status of any mineral rights reserved therein.

98. Development Agreement for The Canyons Specially Planned Area, recorded July 29, 1998 as Entry No. 513500 in Book 1168 at Page 82 of Official Records, but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

An Ordinance approving and adopting the Amended and Restated Development Agreement for The Canyons SPA was recorded November 24, 1999 as Entry No. 553910 in Book 1297 at Page 404 of Official Records.

Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded November 24, 1999 as Entry No. 553911 in Book 1297 at Page 405 of Official Records.

Summit County Ordinance No. 445 an ordinance approving and adopting the Amended Land Use and Zoning Chart also known as Exhibit B of the Development Agreement for The Canyons SPA as Amended; recorded January 23, 2003 as Entry No. 645718 in Book 1506 at Page 509 of Official Records.

An Ordinance approving and adopting the Amended and Restated Snyderville Basin Special Recreation District Regional Trails Agreement, Exhibit 1.2.3 of The Canyons Spa and Development Agreement as Amended, was recorded May 20, 2010 as Entry No. 899057 in Book 2032 at Page 1797 of Official Records.

Snyderville Basin Special Recreation District Reclassification Notice Willow Draw Connector Trail The Canyons Specially Planned Area, recorded December 30, 2010 as Entry No. 914096 in Book 2063 at Page 1742 of Official Records.

An Administrative Amendment to Amended and Restated Development Agreement for The Canyons Specially Planned Area, recorded February 15, 2015 as Entry No. 1012254 in Book 2278 at Page 682 of Official Records.

An Amendment to the Amended and Restated Development Agreement for The Canyons Specially Planned Area was recorded March 21, 2017 as Entry No. 1065938 in Book 2402 at Page 40 of Official Records.

Summit County Resolution No. 2017-19, Canyons Exhibit I (Colony Design and Development Guidelines) Amendment was recorded December 5, 2017 as Entry No. 1082677 in Book 2440 at Page 1702 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area

recorded March 1, 2018 as Entry No. 1087254 in Book 2452 at Page 419 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded March 1, 2018 as Entry No. 1087255 in Book 2452 at Page 649 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded May 15, 2018 as Entry No. 1091752 in Book 2462 at Page 967 of Official Records.

Administrative Amendment to the Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded May 15, 2018 as Entry No. 1091754 in Book 2462 at Page 998 of Official Records.

Summit County Ordinance No. 334-C, an Ordinance Approving and Adopting the Amended and Restated Development Agreement for The Canyons Specially Planned Area was recorded May 21, 2020 as Entry No. 1132524 in Book 2571 at page 1478 of Official Records.

99. The limitations, covenants, conditions, restrictions, exceptions, easements, terms and liens contained within that certain The Canyons Resort Village Management Agreement recorded December 15, 1999 as Entry No. 555285 in Book 1300 at Page 1 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value; but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).
- First Amendment to the The Canyons Resort Village Management Agreement, recorded December 17, 1999 as Entry No. 555434 in Book 1300 at Page 668 of Official Records.
- Second Amendment to the The Canyons Resort Village Management Agreement, recorded January 11, 2000 as Entry No. 556961 in Book 1303 at Page 296 of Official Records.
- Third Amendment to the The Canyons Resort Village Management Agreement, recorded January 31, 2000 as Entry No. 558232 in Book 1305 at Page 719 of Official Records.
100. The easements, terms and conditions of that certain Ski Easement Agreement by and between ASC Utah, Inc, a Maine corporation; Wolf Mountain, L.C., a Utah limited liability company and Canyons Estates Homeowners Association, Inc.; and recorded on November 26, 2001 as Entry No. 604338 in Book 1413 at page 1206 of Official Records. See said document for full particulars.
101. A Grant of Easement for Turn-Around Area (Hammerhead), which affects said land, for a nonexclusive easement and right of way for ingress and egress by vehicular and pedestrian traffic, and incidental purposes, as granted to Sugarbowl Associates, L.L.C., a Utah limited liability company and Gerald M. Friedman, in the document recorded October 25, 2004 as Entry No. 714880 in Book 1655 at page 46 of Official Records.
102. A Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 14, 2006 as Entry No. 771415 in Book 1776 at page 1762 of Official Records.
- An Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded August 15, 2006 as Entry No. 786761 in Book 1809 at page 1709 of Official Records.
- Second Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 2, 2010 as Entry No. 893359 in Book 2023 at page 86 of Official Records.
- Third Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded August 10, 2010 as Entry No. 905270 in Book 2044 at 1378 of Official Records.

103. A Notice of Reinvestment Fee Covenant, recorded May 28, 2010 as Entry No. 899508 in Book 2033 at page 1651 of Official Records.

The imposition of a reinvestment or conveyance fee is contained within the Covenants, Conditions and Restrictions shown above. The provisions for such a fee require it to be paid upon the conveyance of the Land. Such imposition may include a conveyance resulting from a foreclosure of an interest in the Land and any subsequent transfers, whether or not derived through such foreclosure.

104. The easements, terms and conditions of that certain Easement Agreement [Ski Resort Uses] by and between Talkies Canyons PropCo LLC, a Delaware limited liability company and VR CPC Holdings, Inc., a Delaware corporation; and recorded on May 31, 2013 as Entry No. 971420 in book 2189 at page 634 of Official Records. See said document for full particulars.

An Amendment to Ski Easement Agreement was recorded September 28, 2018 as Entry No. 1099201 in Book 2481 at page 444 of Official Records.

105. Commercial Use Restriction and Right of First Refusal Agreement, recorded May 14, 2014 as Entry No. 995142 in Book 2239 at page 1931 of Official Records, but deleting any covenants, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

A Notice of Agreement, pertaining to said agreement, was recorded November 30, 2017 as Entry No. 1082430 in Book 2440 at page 299 of Official Records.

106. The terms and conditions of that certain Notice of Agreement, by and between The Timbers Homeowner's Association and ASC Utah, Inc., at al; and recorded May 4, 2016 as Entry No. 1044248 in Book 2350 at page 232 of Official Records. See said document for full particulars.

107. A Right of Way and Easement Grant, which affects said land, for the limited purpose of constructing, laying, maintaining and operating underground gas pipelines, valves, valve boxes, and cathodic monitoring and mitigation facilities and other gas related transmission and distribution facilities, and incidental purposes, as granted to Questar Gas Company, a Utah corporation, dba Dominion Energy Utah, in the document recorded August 28, 2018 as Entry No. 1097432 in Book 2476 at page 1279 of Official Records.

108. The terms and conditions of that certain Development Improvements Agreement, by and between Summit County, a political subdivision of the State of Utah and VR CPC Holdings, Inc., a Delaware coloration; and recorded April 11, 2025 as Entry No. 1234047 in Book 2856 at page 57 of Official Records. See said document for full particulars.

109. The easements, terms and conditions of that certain Road and Utilities alignment, Property Use and Cost Sharing Agreement by and between TCFC PropCo LP, a Delaware Limited Partnership and D.A. Osguthorpe Family Partnership, a Utah limited partnership, and Stephen A. Osguthorpe, Jerry S. Osguthorpe, Sue Ann Larson and Karen Brown, Co-Trustees of the DR. D.A. Osguthorpe Trust, dated April 25, 1998, as amended; and recorded on January 31, 2023 as Entry No. 1200302 in Book 2770 at page 1437 of Official Records. See said document for full particulars.

110. The easements, terms and conditions of that certain Reciprocal Ski Easement Agreement by and between TCFC PropCo LP, a Delaware Limited Partnership and DA Oglethorpe Family Partnership, a Utah general partnership; and recorded on January 31, 2023 as Entry No. 1200303 in Book 2770 at page 1467 of Official Records. See said document for full particulars.

THE FOLLOWING EXCEPTIONS AFFECT PARCELS 2, 3D, 4 AND 5 ONLY

111. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30th. Tax ID No. PP-74-G. 2025 taxes have been assessed in the amount of \$200,567.34, together with a special assessment in favor of The Canyons Assessment Area in the amount of \$646,813.08; for a total amount owing of \$847,380.42.
112. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30. Tax ID No. WWDDAM-WWD4B. 205 taxes have been assessed in the amount of \$10,659.71.

113. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30th. Tax ID No. PP-75-A-2. 2025 taxes have been assessed in the amount of \$2,681.33, together with a special assessment in favor of The Canyons Assessment Area in the amount of \$55,283.03; for a total amount owing of \$82,099.36.
114. The property described herein is located within the boundaries of Weber Basin Water Conservancy District, and is subject to any and all charges and assessments thereof.
115. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
116. The property described herein is located within the boundaries of Mountain Regional Water Special Service District and is subject to the charges and assessments thereof.
117. The property described herein is located within the boundaries of Summit County Special Service District No. 1, and is subject to any and all charges and assessments thereof.
118. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
119. The property described herein is located within the bounds of Snyderville Basin Public Transit District and is subject to the charges and assessments thereof.
120. Said property is located within the bounds of the Canyons Assessment Area; as set forth in the Summit County, Utah Canyons Assessment Area Designation Resolution, recorded February 22, 2018 as Entry No. 1086885 in Book 2451 at page 116 of Official Records.

A Notice of Proposed Assessment was recorded February 22, 2018 as Entry No. 1086888 in Book 2451 at page 301 of Official Records.

A Notice of Assessment Interest was recorded February 22, 2018 as Entry No. 1086889 in Book 2451 at page 467 of Official Records.

Summit County Assessment Ordinance #875, record May 21, 2020 as Entry No. 1132525 in Book 2572 at page 1 of Official Records.

121. Development Agreement for The Canyons Specially Planned Area, recorded July 29, 1998 as Entry No. 513500 in Book 1168 at Page 82 of Official Records, but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

An Ordinance approving and adopting the Amended and Restated Development Agreement for The Canyons SPA was recorded November 24, 1999 as Entry No. 553910 in Book 1297 at Page 404 of Official Records.

Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded November 24, 1999 as Entry No. 553911 in Book 1297 at Page 405 of Official Records.

Summit County Ordinance No. 445 an ordinance approving and adopting the Amended Land Use and Zoning Chart also known as Exhibit B of the Development Agreement for The Canyons SPA as Amended; recorded January 23, 2003 as Entry No. 645718 in Book 1506 at Page 509 of Official Records.

An Ordinance approving and adopting the Amended and Restated Snyderville Basin Special Recreation District Regional Trails Agreement, Exhibit 1.2.3 of The Canyons Spa and Development Agreement as Amended, was recorded May 20, 2010 as Entry No. 899057 in Book 2032 at Page 1797 of Official Records.

Snyderville Basin Special Recreation District Reclassification Notice Willow Draw Connector Trail The Canyons Specially Planned Area, recorded December 30, 2010 as Entry No. 914096 in Book 2063 at Page 1742 of Official Records.

An Administrative Amendment to Amended and Restated Development Agreement for The Canyons Specially Planned Area, recorded February 15, 2015 as Entry No. 1012254 in Book 2278 at Page 682 of Official Records.

An Amendment to the Amended and Restated Development Agreement for The Canyons Specially Planned Area was recorded March 21, 2017 as Entry No. 1065938 in Book 2402 at Page 40 of Official Records.

Summit County Resolution No. 2017-19, Canyons Exhibit I (Colony Design and Development Guidelines) Amendment was recorded December 5, 2017 as Entry No. 1082677 in Book 2440 at Page 1702 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded March 1, 2018 as Entry No. 1087254 in Book 2452 at Page 419 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded March 1, 2018 as Entry No. 1087255 in Book 2452 at Page 649 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded May 15, 2018 as Entry No. 1091752 in Book 2462 at Page 967 of Official Records.

Administrative Amendment to the Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded May 15, 2018 as Entry No. 1091754 in Book 2462 at Page 998 of Official Records.

Summit County Ordinance No. 334-C, an Ordinance Approving and Adopting the Amended and Restated Development Agreement for The Canyons Specially Planned Area was recorded May 21, 2018 as Entry No. 1132524 in Book 2571 at page 1478 of Official Records.

A Memorandum of Partial Assignment, by and between ASC Utah LLC, a Delaware limited liability company, (as successor-by-merger to ASC Utah, Inc., d.b.a The Canyons) and VR CPC Holdings, Inc, a Delaware corporation, and recorded October 10, 2013 as Entry No. 981238 in Book 2211 at page 1034 of Official Records.

122. An Easement, to install, maintain and operate all necessary culinary water pipes and other manner of improvements or appurtenances that may be used or required for the delivery of culinary water services, and incidental purposes, as granted to Community Water Company in the document recorded September 10, 1998 as Entry No. 517341 in Book 1181 at page 283 of Official Records; and being more particularly described below:

An easement to construct, operate and maintain an 8" water line and other facilities, as may be required, together with rights of ingress and egress, upon, over and across the following described lands:

A 20 foot easement being 10 feet on each side of the following described centerline:

Beginning at the South Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being North 89°59'43" West between the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and the said South Quarter of Section 36); thence North 1423.65 feet; thence East 217.25 feet to the true point of beginning; thence South 64°28'00" East 358.72 feet; thence North 89°39'58" East 70.65 feet; thence North 00°11'48" East 21.45 feet; thence North 57°31'58" East 118.33 feet; thence South 89°49'49" East 20.77 feet; thence South 46°51'39" East 57.96 feet; thence North 87°42'39" East 158.14 feet; thence East 25.76 feet; thence South 81°39'42" East 44.24 feet; thence North 87°20'29" East 143.63 feet; thence South 33°11'08" East 78.79 feet to the point of terminus.

By virtue of that certain Assignment of Real Property Interest, recorded June 3, 2019 as Entry No. 1111953 in Book 2511 at page 1055 of Official Records; the interest of Community Water Company, LP in and to said easement has been conveyed, assigned and quit-claimed to Mountain Regional Water Special Service District. Please see said document for full particulars.

123. The limitations, covenants, conditions, restrictions, exceptions, easements, terms and liens contained within that certain Management Agreement for The Canyons Resort Village recorded December 15, 1999 as Entry No. 555285 in Book 1300 at Page 1 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value; but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

First Amendment to the Amendment of The Canyons Resort Village Management Agreement (Sundial Lodge), recorded December 17, 1999 as Entry No. 555434 in Book 1300 at Page 668 of Official Records.

Second Amendment to the Amendment of The Canyons Resort Village Management Agreement (Spoor), recorded January 11, 2000 as Entry No. 556961 in Book 1303 at Page 1296 of Official Records.

Third Amendment to the Amendment of The Canyons Resort Village Management Agreement (Grand Summit), recorded January 31, 2000 as Entry No. 558232 in Book 1305 at Page 719 of Official Records.

124. A Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 14, 2006 as Entry No. 771415 in Book 1776 at page 1762 of Official Records.

An Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded August 15, 2006 as Entry No. 786761 in Book 1809 at page 1709 of Official Records.

Second Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 2, 2010 as Entry No. 893359 in Book 2023 at page 86 of Official Records.

Third Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded August 10, 2010 as Entry No. 905270 in Book 2044 at 1378 of Official Records.

By virtue of that certain Consent and Subordination Agreement, dated December 30, 2010 and recorded December 30, 2010 under Entry No. 914093 in Book 2063 at page 1722 of Official Records; the interest of The Canyons Resort Village Association under said Memorandum and the amendments thereto has been subordinated to the recorded plat of West Willow Draw Development Area Master Plat recorded December 30, 2010 as Entry No. 914098 of Official Records.

125. The easements, terms and conditions of that certain Declaration [Establishing Golf Course Easements and Reservations] by and between Wolf Mountain Resorts, L.C., a Utah limited liability company and Summit County Municipal Building Authority, a Utah nonprofit corporation; and recorded on January 25, 2007 as Entry No. 803010 in Book 1843 at page 1329 of Official Records. See said document for full particulars.

First Amendment to the Declaration (Establishing Golf Course Easements and Reservations), recorded March 2, 2010 as Entry No. 893361 in Book 2023 at page 102 of Official Records.

126. The easements, terms and conditions of that certain Ski Easement Agreement by and between The Canyons Golf Holdings, LLC, a Utah limited liability company and ASC Utah, Inc., a Maine corporation and The Mountain Members, as defined therein; and recorded on January 25, 2007 as Entry No. 803030 in Book 1843 at page 1570 of Official Records. See said document for full particulars.

By virtue of that certain Omnibus Assignment, dated February 16, 2018 and recorded February 16, 2018 as Entry No. 1086706 in Book 2450 at page 957 of Official Records; the interest of TCFC LeaseCo, LLC; a Delaware limited liability company as a "Mountain Member" has been assigned to TCFC PC LeaseCo LP, a Delaware limited partnership. Please refer to said document for full particulars.

127. The easements, terms and conditions of that certain Golf Cart Path Easement by and between Wolf Mountain Resorts, L.C., a Utah limited liability company and The Canyons Golf Holding, LLC, a Utah limited liability company; and recorded on October 21, 2009 as Entry No. 884810 in Book 2006 at page 1378 of Official

Records. See said document for full particulars.

128. A Notice of Reinvestment Fee Covenant, recorded May 28, 2010 as Entry No. 899508 in Book 2033 at page 1651 of Official Records.

The imposition of a reinvestment or conveyance fee is contained within the Covenants, Conditions and Restrictions shown above. The provisions for such a fee require it to be paid upon the conveyance of the Land. Such imposition may include a conveyance resulting from a foreclosure of an interest in the Land and any subsequent transfers, whether or not derived through such foreclosure.

By virtue of that certain Consent and Subordination Agreement, dated December 30, 2010 and recorded December 30, 2010 under Entry No. 914093 in Book 2063 at page 1722 of Official Records; the interest of The Canyons Resort Village Association under said Notice has been subordinated to the recorded plat of West Willow Draw Development Area Master Plat recorded December 30, 2010 as Entry No. 914098 of Official Records.

129. All easements, notes and recitals set forth and shown on the recorded plat of West Willow Draw Development Area Master Plat.
130. The easements, terms and conditions of that certain Master Easement Agreement (West Willow Draw) by and between The Canyons Resort Village Association, Inc., a Utah non-profit corporation, The Canyons Golf Holdings, LLC, a Utah limited liability company and Joseph L. Krofcheck; and recorded on December 30, 2010 as Entry No. 914109 in Book 2063 at page 1785 of Official Records. See said document for full particulars.
131. The easements, terms and conditions of that certain Easement Agreement (Golf Course Easements for Platted West Willow Draw Land) by and between Joseph L. Krofcheck, The Canyons Golf Holdings, LLC, a Utah limited liability company and The Canyons Resort Village Association; and recorded on December 30, 2010 as Entry No. 914110 in Book 2063 at page 1814 of Official Records. See said document for full particulars.
132. The easements, terms and conditions of that certain Easement Agreement (Golf Course Easements for Certain Unplatted West Willow Draw Land) by and between Summit County, a political subdivision of the State of Utah and The Canyons Golf Holdings, LLC, a Utah limited liability company; and recorded on December 30, 2010 as Entry No. 914111 in Book 2063 at page 1824 of Official Records. See said document for full particulars.
133. The terms and conditions of that certain Cost Sharing Agreement for West Willow Draw Basin Infrastructure, by and between The Canyons Resort Village Association, a Utah nonprofit corporation and Joseph L. Krofcheck; and recorded December 30, 2010 as Entry No. 914112 in Book 2063 at page 1834 of Official Records. See said document for full particulars.
134. The terms and conditions of that certain Commercial Use Restriction and Right of First Offer Agreement, by and between Talisker Canyons LeasCo, LLC, a Delaware limited liability company; Talisker Canyons PropCo, LLC, a Delaware limited liability company and VR CPC Holdings, Inc., a Delaware corporation; and recorded May 14, 2014 as Entry No. 995142 in Book 2239 at page 1931 of Official Records. See said document for full particulars.

A Notice of Agreement recorded November 30, 2017 as Entry No. 1082430 in Book 2440 at page 299 of Official Records.

By virtue of that certain Omnibus Assignment, dated February 16, 2018 and recorded February 16, 2018 as Entry No. 1086706 in Book 2450 at page 957 of Official Records; the interest of TCFC LeaseCo, LLC; a Delaware limited liability company as a "Landlord" has been assigned to TCFC PC LeaseCo LP, a Delaware limited partnership. Please refer to said document for full particulars.

THE FOLLOWING EXCEPTIONS AFFECT PARCEL 3A, 3B AND 3C ONLY:

135. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30. Tax ID No. PP-75-H-5. 2025 taxes have been assessed in the amount of \$17,022.99.
136. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30. Tax ID No. PP-75-H-6. 2025 taxes have been assessed in the amount of \$17,022.99.

137. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30. Tax ID No. PP-75-J. 2025 taxes have been assessed in the amount of \$17,022.99.
138. The property described herein is located within the boundaries of Weber Basin Water Conservancy District, and is subject to any and all charges and assessments thereof.
139. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
140. The property described herein is located within the boundaries of Mountain Regional Water Special Service District and is subject to the charges and assessments thereof.
141. The property described herein is located within the boundaries of Summit County Special Service District No. 1, and is subject to any and all charges and assessments thereof.
142. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
143. The property described herein is located within the bounds of Snyderville Basin Public Transit District and is subject to the charges and assessments thereof.
144. Reservation in favor of Producers Livestock Loan Company formerly Wasatch Livestock Loan Company, a Utah corporation, its successors and/or assigns, all mineral, gas and oil rights together with all rights and rights of way necessary to explore for, extract and remove such minerals, gas and oil, as disclosed by that certain Quit-Claim Deed recorded December 19, 1960 as Entry No. 92597 in Book I of Quit Claim Deeds at page 443 of Official Records.

The Company makes no assurances as to the current ownership and/or status of any mineral rights reserved therein.

145. A Grant of Easement, for water distribution, including inter alia, drilling and developing wells and plumping, treating, storing and transporting water over, under in, and from the property, and incidental purposes, as granted to Community Water Company in the document recorded January 6, 1989 as Entry No. 302944 in Book 507 at page 471 of Official Records; and being more particularly described below:

1. Section 35, Township 1 South, Range 3 East, Salt Lake Base and Meridian.
2. The East Half of Section 34, Township 1 South, Range 3 East, Salt Lake Base and Meridian.
3. The West Half of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

By virtue of that certain Assignment of Real Property Interest, recorded June 3, 2019 as Entry No. 1111953 in Book 2511 at page 1055 of Official Records; the interest of Community Water Company, LP in and to said easement has been conveyed, assigned and quit-claimed to Mountain Regional Water Special Service District. Please see said document for full particulars.

146. Development Agreement for The Canyons Specially Planned Area, recorded July 29, 1998 as Entry No. 513500 in Book 1168 at Page 82 of Official Records, but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

An Ordinance approving and adopting the Amended and Restated Development Agreement for The Canyons SPA was recorded November 24, 1999 as Entry No. 553910 in Book 1297 at Page 404 of Official Records.

Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded November 24, 1999 as Entry No. 553911 in Book 1297 at Page 405 of Official Records.

Summit County Ordinance No. 445 an ordinance approving and adopting the Amended Land Use and Zoning Chart also known as Exhibit B of the Development Agreement for The Canyons SPA as Amended; recorded January 23, 2003 as Entry No. 645718 in Book 1506 at Page 509 of Official Records.

An Ordinance approving and adopting the Amended and Restated Snyderville Basin Special Recreation District Regional Trails Agreement, Exhibit 1.2.3 of The Canyons Spa and Development Agreement as Amended, was recorded May 20, 2010 as Entry No. 899057 in Book 2032 at Page 1797 of Official Records.

Snyderville Basin Special Recreation District Reclassification Notice Willow Draw Connector Trail The Canyons Specially Planned Area, recorded December 30, 2010 as Entry No. 914096 in Book 2063 at Page 1742 of Official Records.

An Administrative Amendment to Amended and Restated Development Agreement for The Canyons Specially Planned Area, recorded February 15, 2015 as Entry No. 1012254 in Book 2278 at Page 682 of Official Records.

An Amendment to the Amended and Restated Development Agreement for The Canyons Specially Planned Area was recorded March 21, 2017 as Entry No. 1065938 in Book 2402 at Page 40 of Official Records.

Summit County Resolution No. 2017-19, Canyons Exhibit I (Colony Design and Development Guidelines) Amendment was recorded December 5, 2017 as Entry No. 1082677 in Book 2440 at Page 1702 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded March 1, 2018 as Entry No. 1087254 in Book 2452 at Page 419 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded March 1, 2018 as Entry No. 1087255 in Book 2452 at Page 649 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded May 15, 2018 as Entry No. 1091752 in Book 2462 at Page 967 of Official Records.

Administrative Amendment to the Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded May 15, 2018 as Entry No. 1091754 in Book 2462 at Page 998 of Official Records.

Summit County Ordinance No. 334-C, an Ordinance Approving and Adopting the Amended and Restated Development Agreement for The Canyons Specially Planned Area was recorded May 21, 2018 as Entry No. 1132524 in Book 2571 at page 1478 of Official Records.

A Memorandum of Partial Assignment, by and between ASC Utah LLC, a Delaware limited liability company, (as successor-by-merger to ASC Utah, Inc., d.b.a The Canyons) and VR CPC Holdings, Inc, a Delaware corporation, and recorded October 10, 2013 as Entry No. 981238 in Book 2211 at page 1034 of Official Records.

147. The limitations, covenants, conditions, restrictions, exceptions, easements, terms and liens contained within that certain Management Agreement for The Canyons Resort Village recorded December 15, 1999 as Entry No. 555285 in Book 1300 at Page 1 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value; but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

First Amendment to the Amendment of The Canyons Resort Village Management Agreement (Sundial Lodge), recorded December 17, 1999 as Entry No. 555434 in Book 1300 at Page 668 of Official Records.

Second Amendment to the Amendment of The Canyons Resort Village Management Agreement (Spoor), recorded January 11, 2000 as Entry No. 556961 in Book 1303 at Page 1296 of Official Records.

Third Amendment to the Amendment of The Canyons Resort Village Management Agreement (Grand Summit), recorded January 31, 2000 as Entry No. 558232 in Book 1305 at Page 719 of Official Records.

148. A Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 14, 2006 as Entry

No. 771415 in Book 1776 at page 1762 of Official Records.

An Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded August 15, 2006 as Entry No. 786761 in Book 1809 at page 1709 of Official Records.

Second Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 2, 2010 as Entry No. 893359 in Book 2023 at page 86 of Official Records.

Third Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded August 10, 2010 as Entry No. 905270 in Book 2044 at 1378 of Official Records.

By virtue of that certain Consent and Subordination Agreement, dated December 30, 2010 and recorded December 30, 2010 under Entry No. 914093 in Book 2063 at page 1722 of Official Records; the interest of The Canyons Resort Village Association under said Memorandum and the amendments thereto has been subordinated to the recorded plat of West Willow Draw Development Area Master Plat recorded December 30, 2010 as Entry No. 914098 of Official Records.

149. The easements, terms and conditions of that certain Declaration [Establishing Golf Course Easements and Reservations] by and between Wolf Mountain Resorts, L.C., a Utah limited liability company and Summit County Municipal Building Authority, a Utah nonprofit corporation; and recorded on January 25, 2007 as Entry No. 803010 in Book 1843 at page 1329 of Official Records. See said document for full particulars.

First Amendment to the Declaration (Establishing Golf Course Easements and Reservations), recorded March 2, 2010 as Entry No. 893361 in Book 2023 at page 102 of Official Records.

150. The easements, terms and conditions of that certain Ski Easement Agreement by and between The Canyons Golf Holdings, LLC, a Utah limited liability company and ASC Utah, Inc., a Maine corporation and The Mountain Members, as defined therein; and recorded on January 25, 2007 as Entry No. 803030 in Book 1843 at page 1570 of Official Records. See said document for full particulars.

By virtue of that certain Omnibus Assignment, dated February 16, 2018 and recorded February 16, 2018 as Entry No. 1086706 in Book 2450 at page 957 of Official Records; the interest of TCFC LeaseCo, LLC; a Delaware limited liability company as a "Mountain Member" has been assigned to TCFC PC LeaseCo LP, a Delaware limited partnership. Please refer to said document for full particulars.

151. The terms and conditions of that certain Quit Claim Deed and Reservation of Easements, by and between Wolf Mountain Resorts, L.C., a Utah limited liability company and Summit County, a political subdivision of the State of Utah; and recorded October 21, 2009 as Entry No. 884809 in Book 2006 at page 1370 of Official Records. See said document for full particulars.

A First Addendum to and Modification of Quit Claim Deed and Reservation of Easements was recorded March 2, 2010 as Entry No. 893360 in Book 2023 at page 892 of Official Records.

152. The easements, terms and conditions of that certain Golf Cart Path Easement by and between Wolf Mountain Resorts, L.C., a Utah limited liability company and The Canyons Golf Holding, LLC, a Utah limited liability company; and recorded on October 21, 2009 as Entry No. 884810 in Book 2006 at page 1378 of Official Records. See said document for full particulars.

153. Reservation in favor of Producers Livestock Loan Company formerly Wasatch Livestock Loan Company, a Utah corporation, its successors and/or assigns, all mineral, gas and oil rights together with all rights and rights of way necessary to explore for, extract and remove such minerals, gas and oil, as disclosed by that certain Quit-Claim Deed recorded December 19, 1960 as Entry No. 92597 in Book I of Quit Claim Deeds at page 443 of Official Records.

The Company makes no assurances as to the current ownership and/or status of any mineral rights reserved therein.

154. A Grant of Easement, for water distribution, including inter alia, drilling and developing wells and plumbing, treating, storing and transporting water over, under in, and from the property, and incidental purposes, as granted to Community Water Company in the document recorded January 6, 1989 as Entry No. 302944 in Book 507 at page 471 of Official Records; and being more particularly described below:

1. Section 35, Township 1 South, Range 3 East, Salt Lake Base and Meridian.
2. The East Half of Section 34, Township 1 South, Range 3 East, Salt Lake Base and Meridian.
3. The West Half of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

By virtue of that certain Assignment of Real Property Interest, recorded June 3, 2019 as Entry No. 1111953 in Book 2511 at page 1055 of Official Records; the interest of Community Water Company, LP in and to said easement has been conveyed, assigned and quit-claimed to Mountain Regional Water Special Service District. Please see said document for full particulars.

155. Development Agreement for The Canyons Specially Planned Area, recorded July 29, 1998 as Entry No. 513500 in Book 1168 at Page 82 of Official Records, but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

An Ordinance approving and adopting the Amended and Restated Development Agreement for The Canyons SPA was recorded November 24, 1999 as Entry No. 553910 in Book 1297 at Page 404 of Official Records.

Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded November 24, 1999 as Entry No. 553911 in Book 1297 at Page 405 of Official Records.

Summit County Ordinance No. 445 an ordinance approving and adopting the Amended Land Use and Zoning Chart also known as Exhibit B of the Development Agreement for The Canyons SPA as Amended; recorded January 23, 2003 as Entry No. 645718 in Book 1506 at Page 509 of Official Records.

An Ordinance approving and adopting the Amended and Restated Snyderville Basin Special Recreation District Regional Trails Agreement, Exhibit 1.2.3 of The Canyons Spa and Development Agreement as Amended, was recorded May 20, 2010 as Entry No. 899057 in Book 2032 at Page 1797 of Official Records.

Snyderville Basin Special Recreation District Reclassification Notice Willow Draw Connector Trail The Canyons Specially Planned Area, recorded December 30, 2010 as Entry No. 914096 in Book 2063 at Page 1742 of Official Records.

An Administrative Amendment to Amended and Restated Development Agreement for The Canyons Specially Planned Area, recorded February 15, 2015 as Entry No. 1012254 in Book 2278 at Page 682 of Official Records.

An Amendment to the Amended and Restated Development Agreement for The Canyons Specially Planned Area was recorded March 21, 2017 as Entry No. 1065938 in Book 2402 at Page 40 of Official Records.

Summit County Resolution No. 2017-19, Canyons Exhibit I (Colony Design and Development Guidelines) Amendment was recorded December 5, 2017 as Entry No. 1082677 in Book 2440 at Page 1702 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded March 1, 2018 as Entry No. 1087254 in Book 2452 at Page 419 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded March 1, 2018 as Entry No. 1087255 in Book 2452 at Page 649 of Official Records.

An Amendment to Amended and Restated Development Agreement for the Canyons Specially Planned Area recorded May 15, 2018 as Entry No. 1091752 in Book 2462 at Page 967 of Official Records.

Administrative Amendment to the Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded May 15, 2018 as Entry No. 1091754 in Book 2462 at Page 998 of Official Records.

Summit County Ordinance No. 334-C, an Ordinance Approving and Adopting the Amended and Restated Development Agreement for The Canyons Specially Planned Area was recorded May 21, 1920 as Entry No. 1132524 in Book 2571 at page 1478 of Official Records.

A Memorandum of Partial Assignment, by and between ASC Utah LLC, a Delaware limited liability company, (as successor-by-merger to ASC Utah, Inc., d.b.a The Canyons) and VR CPC Holdings, Inc, a Delaware corporation, and recorded October 10, 2013 as Entry No. 981238 in Book 2211 at page 1034 of Official Records.

156. The limitations, covenants, conditions, restrictions, exceptions, easements, terms and liens contained within that certain Management Agreement for The Canyons Resort Village recorded December 15, 1999 as Entry No. 555285 in Book 1300 at Page 1 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value; but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

First Amendment to the Amendment of The Canyons Resort Village Management Agreement (Sundial Lodge), recorded December 17, 1999 as Entry No. 555434 in Book 1300 at Page 668 of Official Records.

Second Amendment to the Amendment of The Canyons Resort Village Management Agreement (Spoor), recorded January 11, 2000 as Entry No. 556961 in Book 1303 at Page 1296 of Official Records.

Third Amendment to the Amendment of The Canyons Resort Village Management Agreement (Grand Summit), recorded January 31, 2000 as Entry No. 558232 in Book 1305 at Page 719 of Official Records.

157. A Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 14, 2006 as Entry No. 771415 in Book 1776 at page 1762 of Official Records.

An Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded August 15, 2006 as Entry No. 786761 in Book 1809 at page 1709 of Official Records.

Second Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 2, 2010 as Entry No. 893359 in Book 2023 at page 86 of Official Records.

Third Amendment to Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded August 10, 2010 as Entry No. 905270 in Book 2044 at 1378 of Official Records.

By virtue of that certain Consent and Subordination Agreement, dated December 30, 2010 and recorded December 30, 2010 under Entry No. 914093 in Book 2063 at page 1722 of Official Records; the interest of The Canyons Resort Village Association under said Memorandum and the amendments thereto has been subordinated to the recorded plat of West Willow Draw Development Area Master Plat recorded December 30, 2010 as Entry No. 914098 of Official Records.

158. The easements, terms and conditions of that certain Declaration [Establishing Golf Course Easements and Reservations] by and between Wolf Mountain Resorts, L.C., a Utah limited liability company and Summit County Municipal Building Authority, a Utah nonprofit corporation; and recorded on January 25, 2007 as Entry No. 803010 in Book 1843 at page 1329 of Official Records. See said document for full particulars.

First Amendment to the Declaration (Establishing Golf Course Easements and Reservations), recorded March 2, 2010 as Entry No. 893361 in Book 2023 at page 102 of Official Records.

159. The easements, terms and conditions of that certain Ski Easement Agreement by and between The Canyons Golf Holdings, LLC, a Utah limited liability company and ASC Utah, Inc., a Maine corporation and The Mountain Members, as defined therein; and recorded on January 25, 2007 as Entry No. 803030 in Book 1843 at page

1570 of Official Records. See said document for full particulars.

By virtue of that certain Omnibus Assignment, dated February 16, 2018 and recorded February 16, 2018 as Entry No. 1086706 in Book 2450 at page 957 of Official Records; the interest of TCFC LeaseCo, LLC; a Delaware limited liability company as a "Mountain Member" has been assigned to TCFC PC LeaseCo LP, a Delaware limited partnership. Please refer to said document for full particulars.

160. The terms and conditions of that certain Quit Claim Deed and Reservation of Easements, by and between Wolf Mountain Resorts, L.C., a Utah limited liability company and Summit County, a political subdivision of the State of Utah; and recorded October 21, 2009 as Entry No. 884809 in Book 2006 at page 1370 of Official Records. See said document for full particulars.

A First Addendum to and Modification of Quit Claim Deed and Reservation of Easements was recorded March 2, 2010 as Entry No. 893360 in Book 2023 at page 892 of Official Records.

161. The easements, terms and conditions of that certain Golf Cart Path Easement by and between Wolf Mountain Resorts, L.C., a Utah limited liability company and The Canyons Golf Holding, LLC, a Utah limited liability company; and recorded on October 21, 2009 as Entry No. 884810 in Book 2006 at page 1378 of Official Records. See said document for full particulars.

162. A Notice of Reinvestment Fee Covenant, recorded May 28, 2010 as Entry No. 899508 in Book 2033 at page 1651 of Official Records.

The imposition of a reinvestment or conveyance fee is contained within the Covenants, Conditions and Restrictions shown above. The provisions for such a fee require it to be paid upon the conveyance of the Land. Such imposition may include a conveyance resulting from a foreclosure of an interest in the Land and any subsequent transfers, whether or not derived through such foreclosure.

163. The terms and conditions of that certain Cost Sharing Agreement for West Willow Draw Basin Infrastructure, by and between The Canyons Resort Village Association, a Utah nonprofit corporation and Joseph L. Krofcheck; and recorded December 30, 2010 as Entry No. 914112 in Book 2063 at page 1834 of Official Records. See said document for full particulars.

164. Although roads may exist which appear to give access to and from said land to a public right of way; said roads are not dedicated to the public use, nor are there any easements or other documents appearing in the public records granting the right to use said roads. Therefore, access cannot be insured.

THE FOLLOWING EXCEPTIONS AFFECT PARCEL 1 ONLY:

165. General property taxes for the year 2025 now due and payable, but will not become delinquent until November 30. Tax ID No. PP-73. 2025 taxes have been assessed in the amount of \$1,489.19.
166. The property described herein is located within the boundaries of Weber Basin Water Conservancy District, and is subject to any and all charges and assessments thereof.
167. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
168. The property described herein is located within the boundaries of Mountain Regional Water Special Service District and is subject to the charges and assessments thereof.
169. The property described herein is located within the boundaries of Summit County Special Service District No. 1, and is subject to any and all charges and assessments thereof.
170. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
171. The property described herein is located within the bounds of Snyderville Basin Public Transit District and is subject to the charges and assessments thereof.

172. A Grant of Easement, the exact location of which is not described, for access, construction and maintenance of a culinary water collection, distribution and storage system, including wells, and incidental purposes, as granted to S.S.D., Inc, a Utah corporation, in the document recorded May 14, 1979 as Entry No. 155753 in Book M-133 at Page 163 of Official Records.

The interest of S.S.D, Inc., in and to said easement has since been conveyed to Mountain Regional Water Special Service District, by various instruments of record.

173. The terms and conditions of that certain Stipulation for Exemption on Vested Rights Determination for the Sun Peak Development, by and between Summit Ranch Joint Venture and Summit County, a political subdivision of the State of Utah; and recorded October 24, 1994 as Entry No. 417612 in Book 845 at page 586 of Official Records. See said document for full particulars
174. Although roads may exist which appear to give access to and from said land to a public right of way; said roads are not dedicated to the public use, nor are there any easements or other documents appearing in the public records granting the right to use said roads. Therefore, access cannot be insured.

(Continued)

SCHEDULE B – Section 2
Exceptions

* * *

NOTE: The name(s) of TCFC PropCo LP
W35 LP

SPH21 LLC, has/have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to title under Schedule B, Section 2 herein.

SCHEDULE C
Description

The land referred to in this report is situated in the County of Summit, State of Utah, and is described as follows:

PARCEL 1:

A parcel of land within the North half of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point North 89°16'07" West 1339.26 feet from a found brass cap at the East Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (Basis of Bearing being North 00°00'06" West 2641.45 feet between said East Quarter Corner and the Northwest Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian); said point lying on the Westerly boundary of the First Amended Master Development of Frostwood, recorded December 22, 2006 as Entry No. 799952 of the Official Records; thence North 89°16'07" West 1800.19 feet along the center of Section to a point described on the boundary of the tract of land described in that certain Special Warranty Deed recorded December 12, 1997 as Entry No. 494864 in Book 1102 at page 492 of the Official Records, and following said boundary the next two courses: 1) thence North 00°05'47" West 1363.98 feet; and 2) thence South 88°58'15" East 1800.35 feet to a point on the Northwest Corner of said First Amended Master Development of Frostwood, and thence following the Westerly boundary of said plat South 00°05'47" East 1354.62 feet, more or less, to the point of beginning.

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: PP-73

Parcel 2:

Parcel WW4B of the WEST WILLOW DRAW DEVELOPMENT AREA MASTER PLAT; according to the official plat thereof, on file and of record in the Summit County Recorder's Office.

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: WWDDAM-WWD4B

Parcel 3A:

The North 10 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Parcel 3B:

The South 10 rods of the North 20 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Parcel 3C:

The South 10 rods of the North 30 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Excepting therefrom any portion lying within West Willow Draw Development Area Master Plat, recorded December 30, 2010 as Entry No. 914098 on file and of record in the Office of the Summit County Recorder.

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: PP-75-H-6

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: PP-75-H-5

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: PP-75-J

Parcel 3D:

A parcel of land located in the northwest quarter of the southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is North 00°00'29" East 2004.66 feet coincident with the east section line and West 2675.26 feet from a brass cap monument at the southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; said point also being on the north-south quarter line of Section 36 at the northeasterly corner of Lot WWD4A of West Willow Draw Development Area Master Plat, recorded December 30, 2010 as Entry No. 914098 in the Office of the Summit County Recorder, Summit County, Utah; and running thence coincident with said north-south quarter line North 00°13'38" West 334.08 feet; thence South 89°22'14" East 379.08 feet to the northerly boundary of said West Will(ow) Draw Development Area Master Plat; thence coincident with said northerly boundary the following twelve (12) courses: 1) South 60°57" West 135.64 feet; thence 2) South 43°51'27" West 28.98 feet; thence 3) South 59°46'54" West 112.25 feet; thence 4) South 33°00'00" West 61.70 feet to a point on a non tangent curve to the left having a radius of 128.00 feet, of which the radius point bears North 4°28'36" East; thence 5) along the arc of said curve 41.28 feet through a central angle of 18°28'37"; thence 6) South 26°00'00" West 31.16 feet to a point on a non tangent curve to the right having a radius of 125.00 feet, of which the radius point bears South 59°08'33" West; thence 7) along the arc of said curve 45.50 feet through a central angle of 20°51'27" East 55.82 feet to a point on a curve to the right having a radius of 17.00 feet, of which the radius point bears South 80°00'00" West; thence 9) along the arc of said curve 29.67 feet through a central angle of 100°00'00"; thence 10) West 107.44 feet; thence 11) North 00°13'26" West 35.01 feet (plat: 35.00 feet); thence 12) West 30.04 feet (plat: 30.00 feet) to the point of beginning.

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: PP-75-A-2

Parcel 4:

Commencing at the west quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence along the west line of said Section 31 South 00°00'31" West a distance of 782.82 feet; thence leaving said section line North 89°59'29" West a distance of 1575.68 feet to the POINT OF BEGINNING; thence North 79°00'00" West a distance of 578.27 feet to a point on a 475.00 foot radius curve to the right, center bears North 11°00'00" East; thence along the arc of said curve through a central angle of 7°00'00", a distance of 58.03 feet; thence North 72°00'00" West a distance of 20.84 feet to a point on a 225.00 foot radius curve to the left, center bear South 18°00'00" West; thence along the arc of said curve through a central angle of 35°33'57", a distance pf 139.67 feet; thence South 72°26'03" West a distance of 35.47 feet; to a point on a 175.00 foot radius

curve to the rights, center bears North 17°33'57" West; thence along the arc of said curve through a central angle of 5°45'19", a distance of 17.58 feet to a point on a 57.00 foot radius curve to the right, center bears North 11°48'39" West; thence along the arc of said curve through a central angle of 91°48'39", a distance of 91.34 feet; thence North 10°00'00" West a distance of 34.53 feet to a point on a 175.00 foot radius curve to the left, center bears South 80°00'00" West; thence along the arc of said curve through a central angle of 11°31'49", a distance of 35.22 feet; thence North 26°00'00" East a distance of 104.99 feet; thence North 74°30'52" East a distance of 306.99 feet; thence North 82°02'48" East a distance of 224.36 feet; thence North 71°36'34" East a distance of 146.33 feet; thence South 89°22'14" East a distance of 411.06 feet; thence South 23°09'22" West a distance of 508.74 feet to said point of beginning.

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: PP-74-G and PP-75-A-2

Parcel 5:

Commencing at the west quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence along the west line of Section 31 South 00°00'31" West a distance of 831.70 feet; thence leaving said section line North 89°59'29" West a distance of 1586.22 feet to the POINT OF BEGINNING; thence South 29°04'15" West a distance of 39.83 feet; thence South 62°43'34" West a distance of 147.77 feet; thence South 71°58'23" West a distance of 138.22 feet; thence South 88°58'01" West a distance of 309.96 feet; thence North 72°25'33" West a distance of 144.35 feet; thence North 51°33'19" West a distance of 125.97 feet; thence South 46°38'46" West a distance of 44.83 feet; thence North 58°49'24" West a distance of 230.87 feet; thence North 00°13'26" West a distance of 52.08 feet; thence North 90°00'00" East a distance of 201.50 feet to a point on a 25.00 foot radius curve to the left, thence along the arc of said curve through a central angle of 17°33'57", a distance of 68.98 feet; thence North 75°26'03" East a distance of 3.47 feet to a point on a 175.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 35°33'57", a distance of 108.63 feet; thence South 72°00'00" East a distance of 20.84 feet to a point on a 525.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 7°00'00", a distance of 64.17 feet; thence South 79°00'00" East a distance of 577.24 feet to the point of beginning.

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: PP-74-G

Parcel 6:

All of Parcel C, RESORT CORE DEVELOPMENT AREA - RC14 & RC 15 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: RCDA-14-15-C

Parcel 7:

All of Parcel RC15, RESORT CORE DEVELOPMENT AREA - RC14 & RC 15 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

The above described property also known by the street address of: 2382 Canyons Resort Drive, Park City, UT 84098

APN: RCDA-14-15-RC15

Parcel 8:

All of Parcel RC21, RESORT CORE DEVELOPMENT AREA - RC21 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

The above described property also known by the street address of: 3803 North Red Pine Drive, Park City, UT 84098

APN: RCDA-RC21

Parcel 9:

All of Parcel RC20-A, RESORT CORE DEVELOPMENT AREA - RC20 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

The above described property also known by the street address of: 3097 Canyons Resort Drive, Park City, UT 84098

APN: RCDA-RC20-A

Parcel 10:

All of Parcel RC20-B, RESORT CORE DEVELOPMENT AREA - RC20 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: RCDA-RC20-B

Parcel 11:

All of Parcel RC16-A, RESORT CORE DEVELOPMENT AREA - RC16 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

The above described property also known by the street address of: 2243 West High Mountain Road, Park City, UT 84098

APN: RCDA-RC16-A

PARCEL 12:

A parcel of land located in the northwest quarter of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian; more particularly described as follows:

Beginning at the north quarter of Section 1, Township 2 South, Range 2 East, Salt Lake Base and Meridian; and running thence coincident with the north line of then northwest quarter of the northeast quarter of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian South 89°56'56" East 470.19 feet to the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence coincident with the south line of the southeast quarter of Section 36 South 89°59'45" East 205.61 feet to the northwest corner of Escala Lodges Plat 'A', recorded June 17, 2005 as Entry No. 739707 in the Office of the Recorder, Summit County, Utah; thence coincident with the west boundary of Estates Lodges Plat 'A' South 479.50 feet; thence continuing South 43.61 feet, more or less, the north boundary of Plat Amendment of Timberwolf Subdivision, recorded September 21, 2001, as Entry No. 598724 in the Office of the Recorder, Summit County, Utah; thence coincident with the north boundary of said Timberwolf Subdivision West 2.99 feet; thence North 18.29 feet; thence West 289.48 feet; thence South 556.75 feet to the north boundary of that certain Warranty Deed, recorded April

27, 2000, as Entry No. 564398 in the Office of the Recorder, Summit County, Utah; thence coincident with the north boundary of said Warranty Deed West 381.23 feet to the west line of the northeast quarter of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian; thence coincident with said west line North 00°09'43" West 1062.01 feet to the point of beginning.

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: PP-2-B

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: PP-2-C-1

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: PP-2-D-3

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: PP-2-E

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: PP-2-E-2

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: PP-2-D-3

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: PP-2-D

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APN: PP-2-E-2

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APN: PP-2-D-1

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: PP-2-E-A

The above described property also known by the street address of: No Situs Address Assigned, Park City, UT 84098

APN: PP-2-D-2

RESOLUTION -2025-__

A RESOLUTION OF THE COUNTY COUNCIL (THE “COUNCIL”) OF SUMMIT COUNTY, UTAH (THE “COUNTY”), PROVIDING FOR THE CREATION OF RESORT CORE PUBLIC INFRASTRUCTURE DISTRICT NO. 1 (THE “DISTRICT”) AS AN INDEPENDENT DISTRICT; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT; APPOINTING A BOARD OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the “Petition”) was filed with the County requesting adoption by resolution of the creation of a Public Infrastructure District pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the “PID Act”) and relevant portions of the Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the “Act”) within the County and the annexation or withdrawal of any portion of the boundaries of the District therefrom without further approval or hearings of the County or the Council, as further described in the Governing Document (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the County may create one or more public infrastructure district by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the District (the “Property Owners”); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Summit County Clerk pursuant to the Act and it is in the best interests of the Property Owners that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the Council, prior to consideration of this Resolution, held a public hearing on December 17, 2025, to receive input from the public regarding the creation of the District and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, the hearing on the Petition was held at the Summit County Courthouse located at 60 N. Main Street, Coalville, Utah 84017 because there is no reasonable place to hold a public hearing within the District’s boundaries, and the hearing at the Summit County Courthouse was held as close to the proposed District’s boundaries as reasonably possible and as allowed for by the Act; and

WHEREAS, the County properly published notice of the public hearing in compliance with Section 17B-1-211(1) of the Act; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the District before the public hearing on the Petition; and

WHEREAS, according to attestations filed with the County, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the District under Section 17D-4-202(3)(c) of the PID Act because they are agents of property owners within the District's boundaries (as further set forth in the Petition); and

WHEREAS, it is necessary to authorize the creation of the District under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the governance of the District shall be in accordance with the PID Act and the terms of a governing document (the "Governing Document") attached hereto as Exhibit A; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah for the District a Notice of Boundary Action attached hereto as Exhibit B (the "Boundary Notice") and Final Entity Plat attached to each as Boundary Notice Appendix B (or as shall be finalized in accordance with the boundaries approved hereunder) (the "Plat").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed towards the creation and establishment of the District, are hereby ratified, approved and confirmed.

2. The District is hereby created as a separate entity from the County in accordance with the Governing Document and the Act. The boundaries of the District shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation or withdrawal of any area within the Annexation Area (as defined in the Governing Document) into or from the District, as applicable, without any further action, hearings, or resolutions of the Council or the County, upon compliance with the terms of the PID Act and the Governing Document.

4. The Council does hereby authorize the District to provide services relating to the financing and construction of public infrastructure within and without the Annexation Area upon annexation thereof into the District without further request of the District to the County to provide such service under Section 17B-1-407, Utah Code Annotated 1953 or resolutions of the County under Section 17B-1-408, Utah Code Annotated 1953.

5. It is hereby found and determined by the Council that the creation of the District is appropriate to the general welfare, order and security of the County, and the organization of the District pursuant to the PID Act is hereby approved.

6. The Governing Document in the form presented to this meeting and attached hereto as Exhibit A is hereby authorized and approved and the District shall be governed by the terms thereof and applicable law.

7. The Board of Trustee of the District (the “District Board”) shall be initially composed of the same members. The initial Board of the District is hereby appointed as follows:

- (a) Trustee 1 – David Smith, for an initial 6-year term;
- (b) Trustee 2 – Laurel Simpson, for an initial 4-year term;
- (c) Trustee 3 – Alex Blumenfrucht, for an initial 6-year term;
- (d) Trustee 4 – Michael Bodnar, for an initial 4-year term; and
- (e) Trustee 5 – Donald Fishoff, for an initial 6-year term.

Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

8. The Council does hereby authorize its Chair to execute the Boundary Notice in substantially the form attached as Exhibit B, the Plats, and such other documents as shall be required to accomplish the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to recordation of the certificate of creation for the District, the Council does hereby authorize its Chair or the County Manager to make any corrections, deletions, or additions to the Governing Document and the Boundary Notice or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

12. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

13. This Resolution shall take effect immediately provided that, in the event that the Plat is not finalized for submission to the Office of the Lieutenant Governor until a date that is more than thirty (30) days after adoption of this Resolution, the effective date of this Resolution will be deemed to be the date the Plat is finalized, as certified in writing by the Chair of the Council.

APPROVED AND ADOPTED by the County Council of Summit County, Utah, this 17th day of December, 2025.

SUMMIT COUNTY, UTAH

By: _____
Chair

Hanson voted _____
McKenna voted _____
Armstrong voted _____
Harte voted _____
Robinson voted _____

APPROVED AS TO FORM:

By: _____
County Attorney

ATTEST:

By: _____
County Clerk

EXHIBIT A
GOVERNING DOCUMENT

GOVERNING DOCUMENT
FOR
RESORT CORE PUBLIC INFRASTRUCTURE DISTRICT NO. 1
SUMMIT COUNTY, UTAH

[_____], 2025

Prepared By:
Gilmore & Bell, P.C.
Salt Lake City, Utah

TABLE OF CONTENTS

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I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the County, and, except as may otherwise be provided for by State or local law or this Governing Document, its activity is subject to review by the County only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of anticipated property owners, residents, tenants, invitees, and taxpayers of the District, and as such, the District may be utilized for purposes including (i) resort community development under the Approved Development Agreement (ii) local infrastructure and facilities to be provided under or consistent with the Approved Development Agreement, including a parking structure, roadways and utilities, recreational infrastructure, and water infrastructure, and (iii) other related and necessary improvements within and in the vicinity of the District including condo units, apartments, and other private structures. The primary purpose of the District will be to finance the construction of these Public Improvements. It is anticipated that the District may own certain improvements not otherwise required to be dedicated to the County or other applicable entity in accordance with the Approved Development Agreement.

B. Need for the District.

There are currently no other governmental entities, including the County, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the County Regarding District's Governing Document.

The County's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, modification, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term and at a tax mill levy no higher than the Maximum Debt Mill Levy and/or repaid by Assessments, Fees, or other legally available funds or revenues. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support servicing the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose for creating the District is to provide for the Public Improvements associated with development and regional needs.

It is contemplated that the District dissolve upon payment or defeasance of all Debt incurred, or upon a determination that adequate provision has been made for the payment of all Debt or that the District is no longer necessary to own any Public or Regional Improvements.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments, Fees, or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties. The District is also permitted to utilize other legally available funds or revenues for the repayment of Debt. It is the intent of this Governing Document to assure to the extent possible that no taxable property bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Areas: means those areas depicted on **Exhibit A** labeled “*Annexation Areas Boundaries Map*”, any or all of which may be annexed into the District, at any future time or from time to time, as determined by the District. In addition, the Annexation Areas shall include any property included in such parcel in conjunction with the West Willow Draw Development Area Master Plat currently being reviewed by the County.

Annexation Areas Boundaries: means the boundaries of each of the Annexation Areas as more fully described on **Exhibit B**.

Approved Development Agreement: means the Amended and Restated Development Agreement for The Canyons Specially Planned Area, dated November 15, 1999, as amended from time to time, by and among the County, TCFC PropCo LP (as a successor-in-interest), and other parties.

Assessment: means (1) the levy of an assessment secured by a lien on property within the District to pay for the costs of Public Improvements benefitting such property or (2) an assessment by the District levied on private property within such District to cover the costs of an energy efficient upgrade, a renewable energy system, or an electric vehicle charging infrastructure, each as may be levied pursuant to the Assessment Act.

Assessment Act: means collectively, (i) Title 11, Chapter 42, Utah Code as may be amended from time to time and (ii) the C-PACE Act.

Assessment Debt: means Bonds, for the payment of which the District has promised to collect Assessments.

Board: means the board of trustees of the District.

Bond, Bonds or Debt: means bonds or other obligations, including but not limited to advances of funds by the property owner and other loans of any property owner, for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Assessments, and/or pledge any legally available revenues.

Constitution: means the Constitution of the State of Utah.

County: means Summit County, Utah.

County Code: means the County Code of Summit County, Utah.

County Council: means the County Council of Summit County, Utah.

C-PACE Act: means Title 11, Chapter 42a of the Utah Code, as amended from time to time and any successor statute thereto.

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

District: means the Resort Core Public Infrastructure District No. 1.

District Act: means the Special District Act and the PID Act.

District Area: means the property within the Initial District Boundaries Map and the Annexation Areas Boundaries Map.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner or unit owner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs residential or commercial structures is not an End User.

Fees: means one or more fees imposed by the District for the payment of costs of administering the District, acquiring, improving, constructing, enlarging, or extending improvements, facilities, or property or issuing bonds and paying debt service on district bonds pursuant to Section 17D-4-302 of the PID Act or Section 17B-1-103(2)(j) of the Special District Act.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated funds or operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the District approved by the County Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the County Council in accordance with the County's ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the areas described in the Initial District Boundaries Map which have been approved by the County Council for inclusion in the District upon meeting certain requirements.

Initial District Boundaries Map: means the map attached hereto as **Exhibit C**, depicting and describing the boundaries of the initial properties comprising the District.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Debt Mill Levy.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VIII.D below.

Municipal Advisor: shall have the meaning ascribed to such term in the PID Act.

Project: means, collectively, the development or properties commonly referred to as the Canyons Specially Planned Area and contiguous property.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Private Improvements: means improvements which are privately owned including, without limitation, roads, utilities, rights-of-way, trails, parking facilities, ski lifts, cabriolets, gondolas, transit improvements, plazas, hotels, golf courses, improvements related to any of the foregoing, and any other privately owned facilities as are permitted by the District Act.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, modified, relocated, redeveloped and financed as generally described in the District Act, except as specifically limited in Section V below, to serve future taxpayers and inhabitants of the District Area as determined by the Board, and includes Public Infrastructure and Improvements.

Public Infrastructure and Improvements: shall have the meaning ascribed to such term in the PID Act, and expressly includes the Private Improvements.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

Special District Act: means Title 17B of the Utah Code, as amended from time to time and any successor statute thereto.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by the District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The properties comprising the areas of the Initial District Boundaries include approximately 109.66 acres, a map and legal descriptions of which are attached hereto as **Exhibit C**. The properties comprising the areas of the Annexation Areas Boundaries include approximately 12.16 additional acres, a map and legal descriptions of which are attached hereto as **Exhibits A and B**, respectively. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-4-201, Utah Code, subject to Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The properties within the Initial District Boundaries consist of approximately 109.66 acres of undeveloped land. The assessed valuation as of 2025 of the properties within the Initial District Boundaries is \$109,170,812 for purposes of this Governing Document and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

This Governing Document shall not be construed to imply approval of the development of any specific area within the District or to supersede any applicable regulation relating to development within the District, subject to the Approved Development Agreement.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Governing Document Amendment.

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Purpose of the District; Public and Private Improvements. The purpose of the District is to plan for, design, acquire, construct, install, modify, relocate, redevelop and finance Public Improvements. The District may dedicate Public Improvements which are not privately owned to the County or other appropriate public entity, utility, or owners association in a manner consistent with the Approved Development Agreement and other rules and regulations of the County and applicable provisions of the County Code. The District may also plan for, design, acquire, construct, install, modify, relocate, redevelop and finance Private Improvements.

2. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the County and of other governmental entities having proper jurisdiction. The District will obtain any necessary permits and will abide by all applicable local, state, and federal laws.

3. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire or pay for completed or partially completed improvements constructed by a property owner or third parties for fair market value as reasonably determined by any one of a surveyor or engineer that such District employs or engages to perform necessary engineering services for and to supervise any construction or installation of Public Improvements.

4. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Annexation and Withdrawal.

(a) The District shall not include within any of its boundaries any property outside the District Area without the prior written consent of the County. The County Council, by approval of this Governing Document, has consented to and approved the annexation of any area or areas within the District Area Boundaries into the District. Any such area may be annexed upon the District obtaining any other consents required under the PID Act and the passage of a resolution of the Board approving such annexation.

(b) The County Council, by approval of this Governing Document, has consented to the withdrawal of any area within the District Area from the District. Such area may

only be withdrawn upon the District obtaining any consents required under the PID Act and the passage of a resolution of the Board approving such annexation.

(c) Any annexation or withdrawal shall be in accordance with the applicable requirements of the District Act.

(d) Upon any annexation or withdrawal, the District shall provide the County a description of the revised District Area.

(e) Annexation or withdrawal of any area in accordance with V.A.5(a) and (b) shall not constitute an amendment to this Governing Document.

6. Overlap Limitation. The boundaries of the District shall not overlap the boundaries of any other District or other financing district which is not a traditional service provider unless the aggregate mill levy for payment of Debt of the District and such financing districts will not at any time exceed the Maximum Debt Mill Levy of the District.

7. Initial Debt Limitation. Because the Approved Development Agreement is in place, the District may: (i) issue Debt; (ii) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from an operating fund to Debt service funds; and (iii) impose and collect any Assessments used for the purpose of repayment of Debt without any further consent or approval by the County Council.

8. Total Limited Tax Debt Issuance Limitation. There is no limit to the amount of Debt that may be issued by the District, provided the District may not issue new money Debt after December 31, 2060, unless agreed to in writing by the County Council. The foregoing limitation shall not be construed to limit the District's ability to refund Debt outstanding prior to December 31, 2060.

9. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the County to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable non-bankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the County Council as part of a Governing Document Amendment.

10. Governing Document Amendment Requirement.

(a) This Governing Document has been designed with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A. 9 above or in VIII.B-G shall be deemed to be material modifications to this Governing Document and the County shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolution of the County Council and the Board approving such amendment.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, modification, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed shall be prepared based upon a preliminary engineering survey and estimates derived from allowed uses within, and improvements already constructed within, the District Area and is approximately [] Dollars (\$[]).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with all applicable public entities and shall be in accordance with the requirements of the Approved Development Agreement. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall initially be composed of five (5) Trustees who shall be appointed by the County Council pursuant to the PID Act. All Trustees shall hold at large seats. Trustee terms for the District shall be staggered with initial terms as follows: Trustees 2 and 4 shall serve an initial term of four (4) years; Trustees 1, 3, and 5 shall serve an initial term of six (6) years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District. The District shall provide Directors and Officers insurance having such policy terms as are reasonably determined and agreed to by the Board.

B. Reelection and Reappointment.

(a) It is hereby determined that the District is anticipated to be comprised primarily of non-residential property and/or non-primary residential property, therefore

the Board shall continue to be appointed and comprised of owners of land or agents or officers of an owner of land within the boundaries of the District.

(b) Upon the expiration of a term or other vacancy on the Board, the Board may appoint or reappoint Trustees to the Board so long as such appointee meets the eligibility requirements set forth in the PID Act.

(c) In the event the District has fifty (50) registered voters whose primary place of residence is within the boundaries of the District, then upon the next election following the expiration of the then-current terms for Trustees 4 and 5, such seats shall transition to elected seats (the “Board Transition”) for the District.

(d) Prior to the Board Transition (if any), any property owner owning at least one-fifth of the taxable value of the property within the District shall be entitled to nominate a single trustee seat at the expiration of the then-current term. Following the Board Transition (if any), any property owner owning at least one-third of the taxable value of the property within the District shall be entitled to nominate one appointed trustee seat for each one-third value. Notwithstanding the foregoing, the Board retains discretion to reject any nominee and request a new nominee from such property owner.

(e) In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the District Act.

C. Compensation. Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

D. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with Sections 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, modification, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

VIII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, modification, relocation and/or redevelopment of the Public Improvements from their funds and revenues and by and through the proceeds of Debt to be issued by the District. The “Financial Plan” for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from funds and revenues

derived from the Maximum Debt Mill Levy, Assessments, Fees, and other legally available funds and revenues. The total Limited Tax Debt that the District shall be permitted to issue is not limited by this Governing Document, and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available funds and revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. The District will also rely upon various other funds and revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

(a) The District's "Maximum Debt Mill Levy," which is the maximum mill levy a district is permitted to impose upon the taxable property within such district for payment of Limited Tax Debt and administrative expenses, shall be 0.015 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(13), Utah Code.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

D. Maximum Debt Mill Levy Imposition Term.

Each Bond issued by the District shall mature within forty (40) years from the date of issuance of such Bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the year of the first imposition of a mill levy with respect to such Bond (the "Maximum Debt Mill Levy Imposition Term").

E. Debt Repayment Sources.

The District may impose a mill levy on Taxable Property within its boundaries, up to the Maximum Mill Levy, as a primary source of revenue for repayment of debt service. The District may also rely upon various other funds or revenue sources authorized by law. At the District's discretion, these may include the levy of ad valorem property taxes, the power to make Assessments, and the power to impose Fees, penalties, and charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy

or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy or Assessment. This provision shall not prohibit the division of costs between mill levies and Assessments, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations with respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the County as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the County of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the County in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Fifty Thousand Dollars (\$50,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other funds or revenues.

IX. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the County Manager’s Office no later than two hundred and ten (210) days following the end of the District’s fiscal year, beginning with fiscal year 2025.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District’s boundaries as of the end of the prior fiscal year;
2. List of current interlocal agreements, if changed (to be delivered to the County upon request);
3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
4. District’s office contact information;
5. A summary of any litigation which involves the District’s Public Improvements as of the last day of the prior fiscal year;
6. Status of the District’s construction of the Public Improvements as of the last day of the prior fiscal year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the County as of the last day of the prior fiscal year;
7. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
8. Official statements of current outstanding bonded indebtedness, if not previously provided to the County;
9. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and
10. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon repayment of defeasance of the Debt of the District, the District agrees to file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution of

the District occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of creation of the District, the Board shall record a notice with the Recorder of Summit County. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the Office of the County Manager, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, state that the Debt may be converted to General Obligation Debt and outlining the provisions relating to such conversion. Such notice shall further be filed with the Office of the County Manager.

In addition, the Board shall ensure that homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

- (1) All of the information in the first paragraph of this XI;
- (2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$1,500** for the duration of the District’s Bonds.”

- (3) Such disclosures shall be contained on a separate colored page of the applicable closing or lease documents and shall require a signature of such End User acknowledging the foregoing.

XII. ENFORCEMENT

In accordance with Section 17D-4-201(5) of the Utah Code, the County has imposed certain limitations on the powers of the District through this Governing Document. The County shall have the right to enforce any of the provisions, limitations or restrictions in this Governing Document against the District, through any and all legal or equitable means available to the County, including, but not limited to, injunctive relief, specific performance, and/or monetary damages.

EXHIBIT A

ANNEXATION AREAS BOUNDARIES MAP

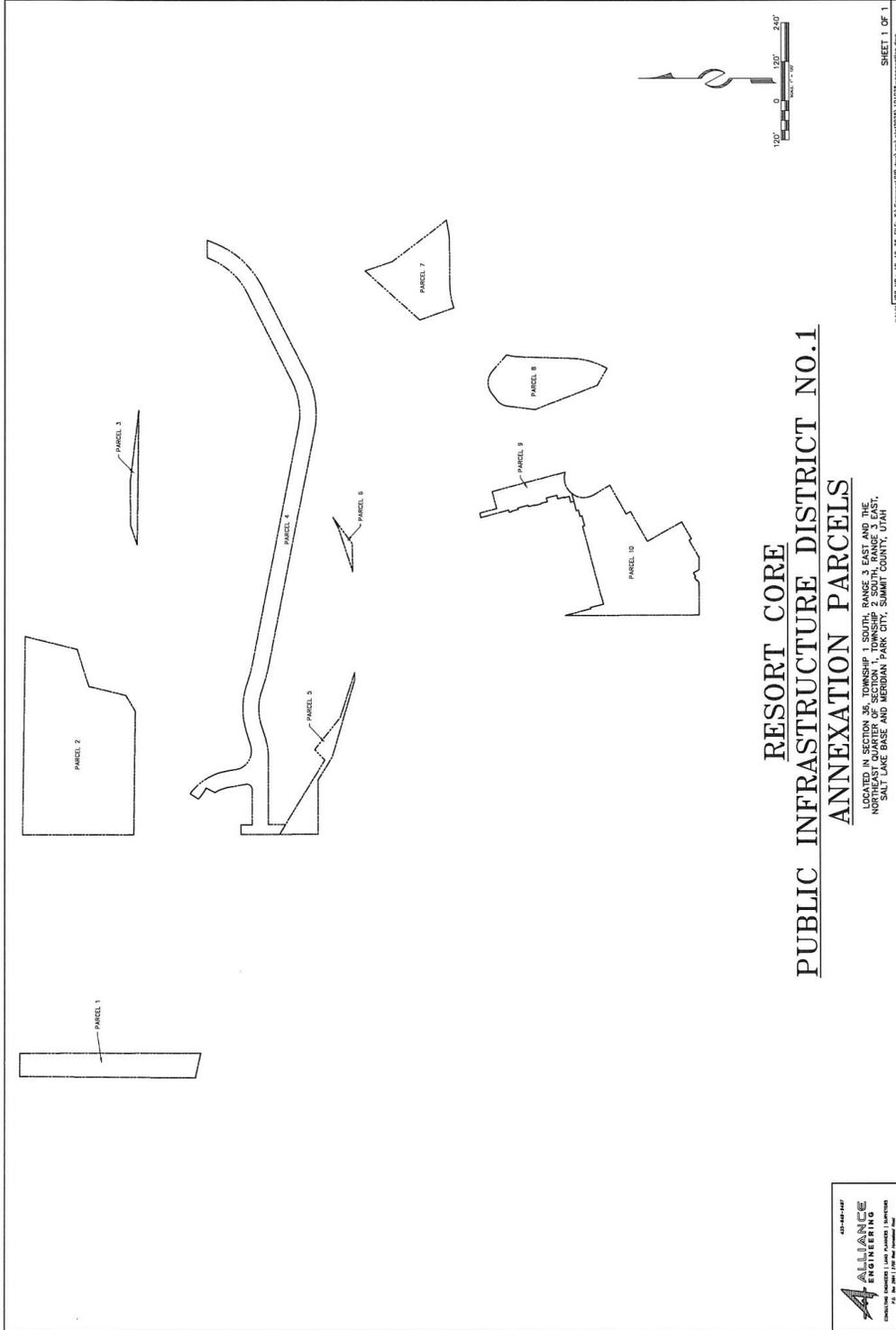


EXHIBIT B

ANNEXATION AREAS BOUNDARIES

Parcel 1

Property located in Summit County, State of Utah, more particularly described as follows:

Beginning at the northeast corner of Lot WWD7, also being on the boundary of the West Willow Draw Development Area Master Plat, on file and of record in the Office of the Summit County Recorder and running thence leaving said boundary South 89°16'50" East along the quarter section line a distance of 70.85 feet; thence leaving said quarter section line South 00°10'55" East a distance of 549.59 feet to a point on the said West Willow Draw Development Area Master Plat boundary; thence along said boundary North 77°35'33" West a distance of 77.51 feet; thence continuing along said boundary North 00°20'00" East a distance of 533.83 feet to the point of beginning.

[Tax Serial No.: PP-75-H-X]

Parcel 2

That portion of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, encompassed by the North ½ of the Northwest ¼ of the Northwest ¼ of the Southeast ¼ of Section 36.

LESS and EXCEPTING therefrom the following:

Any portion lying within West Willow Draw Development Area Master Plat, recorded December 30, 2010, as Entry No. 914098 in the Office of the Recorder, Summit County, Utah.

[Tax Serial No.: PP-75-A-3-X]

Parcel 3

That portion of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian encompassed by the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section.

LESS and EXCEPTING therefrom the following:

Any portion lying within West Willow Draw Development Area Master Plat, recorded December 30, 2010, as Entry No. 914098 in the Office of the Recorder, Summit County, Utah.

[Tax Serial No.: PP-75-A-9-X]

Parcel 4

Lot WWD8 (Private Road) West Willow Draw Development Area Master Plat Subdivision; according to the official plat on file in the Summit County Recorder's Office.

[Tax Serial No.: WWDDAM-WWD8]

Parcel 5

A parcel of land located in the southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is South 00°00'29" West 982.31 feet coincident with the section line and West 2178.23 feet from the east quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the north boundary of parcel WWD 2, West Willow Draw Development Area Master Plat, recorded December 30, 2010, as Entry No. 914098 in the Office of the Recorder, Summit County, Utah; and running thence South 88°58'01" West 21.65 feet; thence North 73°55'56" West 245.43 feet; thence North 58°34'30" West 84.90 feet; thence South 89°54'42" West 166.11 feet to the southeast corner of parcel WWD4 A, West Willow Draw Development Area Master Plat, said point also being on the boundary of said parcel WWD 2; thence coincident with the east boundary of parcel WWD4 A and the boundary of parcel WWD 2 North 00°13'38" West 117.32 feet (record North 00°13'26" West 117.30 feet); thence coincident with said boundary of parcel WWD 2 the following four (4) courses: 1) South 58°49'24" East 266.06 feet (record 266.02 feet); thence 2) North 46°38'46" East 44.83 feet; thence 3) South 51°33'19" East 125.97; thence 4) South 72°25'33" East 144.35 feet to the point of beginning.

[Portion of Tax Serial No.: WWDDAM-WWD2]

Parcel 6

A parcel of land located in the southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is South 00°00'29" West 915.49 feet coincident with the section line and West 1701.09 feet from the east quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the north boundary of parcel WWD 2, West Willow Draw Development Area Master Plat, recorded December 30, 2010, as Entry No. 914098 in the Office of the Recorder, Summit County, Utah; and running thence South 53°48'22" West 101.08 feet; thence South 88°58'01" West 85.68 feet to a point on said parcel WWD 2; thence coincident with said parcel WWD2 the following two (2) courses: 1) North 71°58'23" East 138.22 feet; thence 2) North 62°43'34" East 40.29 feet to the point of beginning.

[Portion of Tax Serial No.: WWDDAM-WWD2]

Parcel 7

Parcel E, Resort Core Development Area RC14 & RC15 Subdivision; according to the official plat on file in the Summit County Recorder's Office.

[Tax Serial No.'s: RCDA-14-15-E]

Parcel 8

Parcel D, Resort Core Development Area RC14 & RC15 Subdivision; according to the official plat on file in the Summit County Recorder's Office.
[Tax Serial No.: RCDA-14-15-D]

Parcel 9

Parcel B, Resort Core Development Area RC14 & RC15 Subdivision; according to the official plat on file in the Summit County Recorder's Office. [Tax Serial No.: RCDA-14-15-B]

Parcel 10

A parcel of land located in the southwest quarter of the southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is North 00°00'29" East 600.05 feet coincident with the east section line and West 2002.12 feet from a brass cap monument at the southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the north-south one-sixty-fourth line in the southwest quarter of the southeast quarter of said Section 36; and running thence coincident with said north-south one-sixty-fourth section line North 00°10'08" West 407.65 feet to the west boundary of Grand Summit Resort Hotel, recorded January 31, 2000, as Entry No. 558242 in the Office of the Recorder, Summit County, Utah; thence coincident with said Grand Summit Resort Hotel the following twelve (12) courses: 1) South 14°50'26" East 80.38 feet; thence 2) North 75°09'34" East 3.76 feet; thence 3) South 14°50'26" East 41.75 feet; thence 4) North 75°09'34" East 23.00 feet; thence 5) North 14°50'26" West 0.82 feet; thence 6) North 75°09'34" East 224.16 feet; thence 7) South 14°50'26" East 6.54 feet; thence 8) North 75°09'34" East 31.83 feet; thence 9) North 14°50'26" West 6.54 feet; thence 10) North 75°09'34" East 19.42 feet; thence 11) North 14°50'26" West 6.58 feet; thence 12) North 75°09'34" East 29.76 feet to a point on the west boundary of Resort Core Development Area-RC14 & RC15 Subdivision Plat, recorded May 29, 2018, as Entry No. 1092360 in the Office of the Recorder, Summit County, Utah; thence coincident with the west boundary of Resort Core Development Area-RC14 & RC15 Subdivision Plat the following three (3) courses: 1) North 75°09'34" East 25.10 feet to a point on a non tangent curve to the left having a radius of 60.00 feet, of which the radius point bears South 51°58'15" East; thence 2) along the arc of said curve 72.34 feet through a central angle of 69°05'04"; thence 3) South 31°03'19" East 56.41 feet to the northerly boundary of Westgate at the Canyons Final Subdivision Second Amendment, recorded October 25, 2013, as Entry No. 982485 in the Office of the Recorder, Summit County, Utah; thence coincident with the northerly boundary of Westgate at the Canyons the following eight (8) courses: 1) South 60°30'24" West 101.23 feet; thence 2) South 29°29'36" East 15.00 feet; thence 3) South 60°30'24" West 104.67 feet; thence 4) South 29°29'36" East 120.00 feet; thence 5) South 60°30'24" West 59.67 feet; thence 6) North 29°29'36" West 8.19 feet; thence 7) South 60°30'24" West 59.57 feet; thence 8) South 29°29'38" East 1.72 feet; thence West 39.05 feet to the boundary of Sundial Lodge, recorded December 15, 1999, as Entry No. 555291 in the Office of the Recorder, Summit County, Utah; thence coincident with the boundary of Sundial Lodge the following eight (8) courses: 1) North 29°28'29" West

20.72 feet; thence 2) South 60°31'31" West 13.58 feet; thence 3) North 29°28'29" West 3.25 feet; thence 4) South 60°31'31" West 12.00 feet; thence 5) South 29°28'29" East 3.25 feet; thence 6) South 60°31'31" West 10.70 feet; thence 7) North 74°29'36" West 6.19 feet; thence 8) South 60°30'24" West 3.75 feet; thence West 88.47 feet to the point of beginning.

The Basis of Bearing for the above description is North 00°00'29" East 2639.24 feet between a brass cap in concrete in a street monument at the east quarter corner and a brass cap monument at the southeast corner of said Section 36 as shown on Survey S-7915 on file with Summit County.

[Tax Serial No.: PP-75-6]

EXHIBIT C

INITIAL DISTRICT BOUNDARIES LEGAL DESCRIPTION AND MAP

Parcel 1

A parcel of land within the North half of Section 36, Township 1 South Range 3 East, Salt Lake Base and Meridian, County of Summit, State of Utah, more particularly described as follows:

Beginning at a point North 89°16'07" West 1339.26 feet from a found brass cap at the East quarter corner of Section 36, Township 1 South Range 3 East, Salt Lake Base and Meridian. (Basis of Bearing being North 00°00'06" West 2641.45 feet between said East quarter corner and the Northwest corner of Section 31, Township 1 South Range 4 East, Salt Lake Base and Meridian); said point lying on the Westerly boundary of The First Amended Master Development Plat of Frostwood, recorded December 22, 2006 as Entry No. 799952 of the official records; thence North 89°16'07" West 1800.19 feet along the center of Section line to a point on the boundary of the tract of land described in that certain Special Warranty Deed recorded December 12, 1997 as Entry No. 494864 in Book 1102 at Page 492 of the official records, and following said boundary the next two courses: 1) thence North 00°05'47" West 1363.98 feet; 2) thence South 88°58'15" East 1800.35 feet to a point on the Northwest corner of said First Amended Master Development Plat of Frostwood; and following the Westerly boundary of said plat South 00°05'47" East 1354.62 feet, more or less, to the point of beginning.

[Tax Serial No. PP-73]

Parcel 2

Lot WWD4B, WEST WILLOW DRAW DEVELOPMENT AREA MASTER PLAT; according to the Official Plat thereof, on file and of record in the Summit County Recorder's Office.

[Tax Serial No. WWDDAM-WWD4B]

Parcel 3

a. The North 10 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

[Tax Serial No. PP-75-H-6]

b. The South 10 rods of the North 20 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

[Tax Serial No. PP-75-H-5]

c. The South 10 rods of the North 30 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian

and the South 10 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Excepting therefrom any portion lying within West Willow Draw Development Area Master Plat, recorded December 30, 2010, Entry No. 914098 on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. PP-75-J]

d. A parcel of land located in the northwest quarter of the southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is North 00°00'29" East 2004.66 feet coincident with the east section line and West 2675.26 feet from a brass cap monument at the southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the north-south quarter line of Section 36 and also being the northeast corner of Lot WWD4 A of West Willow Draw Development Area Master Plat, recorded December 30, 2010, as Entry No. 914098 in the Office of the Recorder, Summit County, Utah; and running thence coincident with said north-south quarter section line North 00°13'38" West 334.08 feet to the north line of the south half of the northwest quarter of the northwest quarter of the southeast quarter of said Section 36; thence coincident with said north line South 89°22'14" East 379.08 feet to the northerly boundary of said West Willow Draw Development Area Master Plat; thence coincident with said northerly boundary the following twelve (12) courses: 1) South 60°31'57" West 135.64 feet; thence 2) South 43°51'27" West 28.98 feet; thence 3) South 59°46'54" West 112.25 feet; thence 4) South 33°00'00" West 61.70 feet to a point on a non tangent curve to the left having a radius of 128.00 feet, of which the radius point bears North 44°28'36" East; thence 5) along the arc of said curve 41.28 feet through a central angle of 18°28'37"; thence 6) South 26°00'00" West 31.16 feet to a point on a non tangent curve to the right having a radius of 125.00 feet, of which the radius point bears South 59°08'33" West; thence 7) along the arc of said curve 45.50 feet through a central angle of 20°51'27"; thence 8) South 10°00'00" East 55.82 feet to a point on a curve to the right having a radius of 17.00 feet, of which the radius point bears South 80°00'00" West; thence 9) along the arc of said curve 29.67 feet through a central angle of 100°00'00"; thence 10) West 107.44 feet; thence 11) North 00°13'26" West 35.01 feet (plat: 35.00 feet); thence 12) West 30.04 feet (plat: 30.00 feet) to the point of beginning.

The Basis of Bearing for the above description is North 00°00'29" East 2639.24 feet between a brass cap in concrete in a street monument at the east quarter corner and a brass cap monument at the southeast corner of said Section 36 as shown on Survey S-7915 on file with Summit County.

[Portion of Tax Serial No. PP-75-A-2]

Parcel 4

Commencing at the west quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence along the west line of said Section 31 South 00°00'31" West a distance of 782.82 feet; thence leaving said section line North 89°59'29" West a distance of 1575.68 feet to the POINT OF BEGINNING; thence North 79°00'00" West a distance of 578.27 feet to a point on a 475.00 foot radius curve to the right, center bears North 11°00'00" East; thence along the arc of

said curve through a central angle of 7°00'00", a distance of 58.03 feet; thence North 72°00'00" West a distance of 20.84 feet to a point on a 225.00 foot radius curve to the left, center bears South 18°00'00" West; thence along the arc of said curve through a central angle of 35°33'57", a distance of 139.67 feet; thence South 72°26'03" West a distance of 35.47 feet; to a point on a 175.00 foot radius curve to the right, center bears North 17°33'57" West; thence along the arc of said curve through a central angle of 5°45'19", a distance of 17.58 feet to a point on a 57.00 foot radius curve to the right, center bears North 11°48'39" West; thence along the arc of said curve through a central angle of 91°48'39", a distance of 91.34 feet; thence North 10°00'00" West a distance of 34.53 feet to a point on a 175.00 foot radius curve to the left, center bears South 80°00'00" West; thence along the arc of said curve through a central angle of 11°31'49", a distance of 35.22 feet; thence North 26°00'00" East a distance of 104.99 feet; thence North 74°30'52" East a distance of 306.99 feet; thence North 85°02'48" East a distance of 224.36 feet; thence North 71°36'34" East a distance of 146.33 feet; thence South 89°22'14" East a distance of 411.05 feet; thence South 23°09'22" West a distance of 508.74 feet to said point of beginning.

[Portion of Tax Serial No. PP-75-A-2 and portion of Tax Serial No. PP-74-G]

Parcel 5

Commencing at the west quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence along the west line of said Section 31 South 00°00'31" West a distance of 831.70 feet; thence leaving said section line North 89°59'29" West a distance of 1586.22 feet to the POINT OF BEGINNING; thence South 29°04'15" West a distance of 39.83 feet; thence South 62°43'34" West a distance of 147.77 feet; thence South 71°58'23" West a distance of 138.22 feet; thence South 88°58'01" West a distance of 309.96 feet; thence North 72°25'33" West a distance of 144.35 feet; thence North 51°33'19" West a distance of 125.97 feet; thence South 46°38'46" West a distance of 44.83 feet; thence North 58°49'24" West a distance of 230.87 feet; thence North 00°13'26" West a distance of 52.08 feet; thence North 90°00'00" East a distance of 201.51 feet to a point on a 225.00 foot radius curve to the left, thence along the arc of said curve through a central angle of 17°33'57", a distance of 68.98 feet; thence North 72°26'03" East a distance of 35.47 feet to a point on a 175.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 35°33'57", a distance of 108.63 feet; thence South 72°00'00" East a distance of 20.84 feet to a point on a 525.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 7°00'00", a distance of 64.14 feet; thence South 79°00'00" East a distance of 577.24 feet to said point of beginning.

[Portion of Tax Serial No. PP-74-G]

Parcel 6

All of PARCEL C, RESORT CORE DEVELOPMENT AREA - RC14 & RC15 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. RCDA-14-15-C]

Parcel 7

All of PARCEL RC15, RESORT CORE DEVELOPMENT AREA - RC14 & RC15 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. RCDA-14-15-RC15]

Parcel 8

All of PARCEL RC21, RESORT CORE DEVELOPMENT AREA - RC21 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. RCDA-RC21]

Parcel 9

All of PARCEL RC20-A, RESORT CORE DEVELOPMENT AREA - RC20 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. RCDA-RC20-A]

Parcel 10

All of PARCEL RC20-B, RESORT CORE DEVELOPMENT AREA - RC20 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. RCDA-RC20-B]

Parcel 11

All of PARCEL RC16-A, RESORT CORE DEVELOPMENT AREA - RC16 SUBDIVISION PLAT; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

[Tax Serial No. RCDA-RC16-A]

Parcel 12

A parcel of land located in the northwest quarter of northeast quarter of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at the north quarter corner of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian; and running thence coincident with the north line of the northwest quarter of the northeast quarter of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian South 89°56'56" East 470.19 feet to the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence coincident with the south line of the southeast quarter of Section 36 South 89°59'45" East 206.51 feet to the northwest corner of Escala Lodges

EXHIBIT B

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

(Resort Core Public Infrastructure District No. 1)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the County Council of Summit County, Utah (the “Council”), acting in its capacity as the creating entity for Resort Core Public Infrastructure District No. 1 (the “District”), at a regular meeting of the Council, duly convened pursuant to notice, on December 17, 2025 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as APPENDIX “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-73-507, approved as a final local entity plat by the Surveyor of Summit County, Utah, is attached as APPENDIX “B” hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this 17th day of December, 2025.

**COUNTY COUNCIL OF SUMMIT COUNTY,
UTAH, acting in its capacity as the creating
authority for RESORT CORE PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**

By: _____
AUTHORIZED REPRESENTATIVE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County this _____ day of December, 2025.

COUNTY CLERK