



**AGENDA
COUNTY COUNCIL
Wednesday, April 1, 2026**

NOTICE is hereby given that the Summit County Council will meet, on Wednesday, April 1, 2026, electronically, via Zoom, and at the anchor location of the Richins Building auditorium, 1885 W. Ute Blvd., Park City, UT 84098

(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

1:25 PM Work Session

1. 1:25 PM - Pledge of Allegiance (5 min)
2. 1:30 PM - Discussion regarding possible Title 2, Chapter 2, code changes for the Summit County Heritage and Landmark Commission; Joe Frazier (10 min)
[STAFF REPORT April 1.docx](#)
[Ord 2026-XX \[2-12-26 revisions\].docx](#)
3. 1:40 PM - Discussion of land use public hearings and ex parte communications; Dave Thomas (15 min)
4. 2:05 PM - Update on 2026 Work Plan; Shayne Scott and Janna Young (45 min)
[Staff Report_2026WorkPlan_AprilUpdate.pdf](#)
[Summit County 2026 Work Plan \(final\).pdf](#)
5. 2:50 PM - Continued discussion regarding a proposed Rezone and Master Planned Development for the Junction Commons, a 19-building mixed use redevelopment project at Junction Commons (formerly Outlets Park City), located at 6699 N Landmark Dr, Kimball Junction, Summit County, UT; Parcel FSE-1; Applicant: Elliott Workgroup representing SRE Ontario LLC. Project #24-087. Amir Caus, Carl Miller, and Madlyn McDonough (90 min)
[Junction Commons Master Planned Development Staff Memo - April 1, 2026 Work Session \(Housing and Traffic\).pdf](#)

4:20 PM - Convene as the Board of Equalization

1. 4:20 PM - Discussion and possible approval of 2026 Applications for Exemption of 501(c)3 organizations and Continued Property Tax Exemption Annual Statements; Chase Black (30 min)
[501c3 Exemptions Staff Report 2026.04.01.pdf](#)

Dismiss as the Board of Equalization

4:50 PM Consideration of Approval

1. 4:50 PM - Discussion and possible action regarding restrictions on fireworks and open burning activities within the unincorporated areas of Summit County that fall within the

boundaries of the Park City Fire District; Pete Emery (10 min)

[PCFD Fireworks and Open Burning Restrictions in Summit County Request Letter 3.16.26.doc](#)

[PCFD \[Proposed\] Council letter to forester 2026.doc](#)

2. 5:00 PM - Discussion and possible action regarding restrictions on fireworks and open burning activities within the unincorporated areas of Summit County that fall within the boundaries of the North Summit Fire District; Ben Nielson (10 min)

[NSFD Summit County Letter Banning Open Burn 2026.pdf](#)

[NSFD Draft letter to forester 2026.pdf](#)

3. 5:10 PM - Discussion and possible action regarding Ordinance No. 820-A, an Ordinance Approving and Adopting the 4th Amended Development Agreement (DA) for the Utah Olympic Park Specially Planned Area. Parcels PP-63-A, PP-62-3-UAF, KJS-6-1AM, PP-62-KJS, PP-62-4, and PP-62-KJS, located in Summit County, Utah. Applicant: Utah Olympic Legacy Foundation (UOLF); Laura Kuhrmeyer (30 min)

[Summary of Proposed Modifications and Conditions](#)

[Ordinance No. 820-A Amended and Restated DA for Utah Olympic Park](#)

4. 5:40 PM - Discussion and approval of Proclamation 2026-02, a Proclamation Recognizing Evelyn Furse for Five Years of Service as the Summit County Clerk (10 min)

[Proclamation 2026-02 Evelyn Furse.docx](#)

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, April 1, 2026. If you wish to interact with Council, for public input, please appear in person, or use the “Raise Hand” button at the bottom of the chat window in Zoom.

Adjourn



STAFF REPORT

To: Summit County Council

From: Ryan Stack, County Attorney
Joe Frazier, County Historian

Date of meeting: April 1, 2026

Subject: Consideration and discussion of amending Summit County Code Title 2, Chapter 2, and Title 2, Chapter 37.

REQUESTED COUNCIL ACTION

Staff request that the Council review, discuss, and consider adopting at a later date, Ordinance No. 2026-XX, An Ordinance amending Summit County Code Title 2, Chapter 2, and Title 2, Chapter 37, by reassigning the responsibilities of the Summit County Historical Society to the Summit County Heritage and Landmark Commission.

BACKGROUND

Title 2, Chapter 2 establishes and outlines the duties of the Heritage and Landmark Commission and Chapter 37 establishes and outlines the duties of the Historical Society. The Heritage and Landmark Commission is presently operational with both commissioners and staff assigned to it. The Historical Society has not been operational since 2014 or before. The Commission has expressed a willingness in assuming the duties of the Historical Society.

DISCUSSION

The Historical Society was established to provide oversight for the History Museum and historical records collection. By code, decisions regarding what is collected to be a part of those collections is overseen by the Historical Society. Due to the inactivity of this board, some of these duties have been abandoned.

The Heritage and Landmark Commission has primarily been occupied with the identification of and preservation of historic structures in the county. During a recent strategic planning exercise, the Commission expressed interest in and the willingness to

assume the duties of the Historical Society in conjunction with the duties assigned to them. The recommendation before you is to reassign the duties of the Historical Society to the Heritage and Landmark Commission and abolish Chapter 37 regarding the Historical Society.

Abolishing the Historical Society will eliminate a volunteer board, which is often difficult to fill. There will be no budgetary impact from joining the two boards together.

ATTACHMENTS:

-
1. Draft Ordinance 2026-XX

**SUMMIT COUNTY, UTAH
ORDINANCE NO. 2026-XX**

**AN ORDINANCE AMENDING SUMMIT COUNTY CODE TITLE 2, CHAPTER 2, AND
TITLE 2, CHAPTER 37, BY REASSIGNING THE RESPONSIBILITIES OF THE
SUMMIT COUNTY HISTORICAL SOCIETY TO THE SUMMIT COUNTY HERITAGE
AND LANDMARK COMMISSION**

PREAMBLE

WHEREAS, Chapter 2 of Title 2, Summit County Code, establishes and outlines the duties of the Summit County Heritage and Landmark Commission (the “Commission”); and

WHEREAS, Chapter 2 of Title 37, Summit County Code, establishes and outlines the duties of the Summit County Historical Society (the “Society”); and

WHEREAS, Title 37 provides for the appointment of a Board of Trustees to carry out the Society’s duties, but any such board positions have been unfilled since 2014; and

WHEREAS, The Commission is currently operational and comprised of both County staff and community member volunteers; and

WHEREAS, the Commission has the present interest and ability to carry out those duties otherwise assigned to the Society’s Board of Trustees; and

WHEREAS, the Summit County Council finds it in the best interests of both the County and its citizens to reassign the Society’s duties to the Commission. The Society has not been operational for over ten (10) years and the Commission is active and willing to assume these additional responsibilities;

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

Section 1. Title 2, Chapter 2 of the Summit County Code is amended as depicted in Exhibit A, which is incorporated herein by reference.

Section 2. Title 2, Chapter 37 of the Summit County Code is amended as depicted in Exhibit B, which is incorporated herein by reference.

Section 3. Effective Date. This Ordinance shall take effect immediately after publication.
ENACTED this ____ day of _____, 2026.

ATTEST:

SUMMIT COUNTY COUNCIL

Evelyn Furse
Summit County Clerk

Canice Harte, Chair

APPROVED AS TO FORM

Ryan P.C. Stack
Deputy County Attorney

VOTING OF COUNTY COUNCIL:

Councilmember Armstrong	_____
Councilmember Hanson	_____
Councilmember Harte	_____
Councilmember McKenna	_____
Councilmember Robinson	_____

EXHIBIT A

PROPOSED AMENDMENTS

REDLINES TO BE REMOVED UPON APPROVAL

CHAPTER 2

SUMMIT COUNTY HERITAGE AND LANDMARK COMMISSION

SECTION:

2-2-1: Purpose

2-2-2: Established

2-2-3: Duties Of Commission

2-2-4: Conduct Of Commission Members

2-2-1: PURPOSE:

The county council recognizes that the historical **record and** heritage of the county community ~~is~~ **are** among its most valued and important assets. It is therefore the intent of the county council to **preserve and share county history, and to** identify, preserve, protect and enhance historic areas and sites lying within the boundaries of the county.

2-2-2: ESTABLISHED:

A Summit County heritage and landmark commission is hereby established in the county as follows:

A. Membership; Appointment; Vacancy; Removal: The commission shall consist of at least five (5) members, but no more than nine (9) members, each of whom has demonstrated interest, competence or knowledge in historic preservation. Commissioners shall be appointed by the county manager with the advice and consent of the county council to serve terms of three (3) years. Each commissioner may serve a maximum of three (3) terms. In the event that a vacancy shall occur during the term of any commissioners, a successor shall be appointed for the unexpired portion of the term by the county manager. Commissioners shall not be considered employees or officers of the county based on their membership on the commission. However, nothing in this section precludes an employee or officer of the county from serving as a member of the commission. The county manager may remove any member of the commission, at any time, without cause.

B. Professional Members: To the extent available in the community, two (2) commissioners shall be "professionals", as defined by national park service regulations, from disciplines of history, archaeology, planning, architecture or architectural history.

C. Meetings: The commission shall meet at least twice each year and conduct business in compliance with the Utah open public meeting law, including public notification of meeting places, times and agenda items.

D. Minutes: Written minutes of each commission meeting shall be prepared, preserved and made available for public inspection.

E. Attendance: Each commissioner shall be responsible for attending all scheduled meetings of the commission. Should circumstances arise where a commissioner is unable to attend a scheduled meeting, the commissioner shall be responsible for notifying the chair, the director of community development, or his/her designee, as soon as possible. Commissioners who fail to attend three (3) regular meetings of the commission within any consecutive three (3) month period may, at the discretion of the manager, be removed from the commission.

F. Quorum: The attendance of a majority of commissioners shall constitute a quorum. All official acts of the commission shall be by majority vote of those then present.

G. Compensation: Commissioners shall serve without compensation.

H. Officers: The commission shall **annually** elect from its members a chair **and** a vice chair, ~~and a secretary annually.~~

I. Conduct Of Business: The commission shall conduct its business according to bylaws, which the county council shall adopt, with the commission meeting as needed to act on the business of the commission.

J. Historian: The county manager shall appoint and employ a qualified person to serve as the county historian. The county historian shall act as the executive and administrative officer, as well as the secretary, to the Commission. The historian, consistent with the county's donation policies, may work with the county manager to accept donations of personal property to the Summit County historical museum.

2-2-3: DUTIES OF COMMISSION:

The Summit County heritage and landmark commission shall have the following duties:

A. Survey And Inventory Community Historic Resources: The commission shall conduct, or cause to be conducted, a survey of the historic, architectural and archaeological resources within the county. The survey shall be compatible with the Utah inventory of historic and archaeological sites. Survey and inventory documents shall be maintained and shall be open to public inspection. The survey shall be updated at least every ten (10) years.

B. Review Proposed Nomination To National Register: The commission shall review and comment to the state historic preservation officer on all proposed national registry nominations for properties within the boundaries of the county. When the commission considers a national register nomination which is normally evaluated by professionals in a specific discipline, and that discipline is not represented on the commission, the commission shall seek expertise in that area before rendering its comments or decisions on review.

C. Submit Budget Proposal: Submit an annual budget proposal to the county manager.

D. Provide Advice And Information:

1. The commission shall act in an advisory role to the county manager, county council or to other officials and departments of government regarding identification and protection of local historic and archaeological resources, or any other matter within the purview of the county under Utah Code Annotated section 17-50-326, as amended.

2. The commission shall foster continuing education of county citizens regarding historic preservation and community history.

E. Enforcement Of State Historic Preservation Laws: The commission shall support the enforcement of all state laws relating to historic preservation. These include, but are not limited to, Utah Code Annotated section 9-8-501 et seq., "the historical preservation act"; Utah Code Annotated sections 9-8-305, 9-8-307 and 9-8-308 regarding protection of Utah antiquities; and Utah Code Annotated section 9-8-404 regarding notification of the state historic preservation office of any known or proposed action which will destroy or affect a site, building or object owned by the state and included on, or eligible for, the state or national registers.

F. Annual Presentation: The commission shall make an annual presentation to the county manager and county council of its goals, budget, and activities.

G. Historical Records

1. The commission shall research, assemble, and preserve material and information relevant to the social, cultural, economic, and religious history of Summit County. The commission may, in coordination with the Communication and Public Engagement Department and the Department of Heritage and Arts, disseminate material and information relevant to the social, cultural, economic, and religious history of Summit County.

2. The commission shall maintain a Summit County historical museum.

2-2-4: CONDUCT OF COMMISSION MEMBERS:

A. Ethical Principles: The following ethical principles shall guide the actions of the commission and its members in carrying out the powers and duties described above:

1. Serve The Public Interest: The primary obligation of the commission and each member is to serve the public interest.

2. Support Citizen Participation In Decision Making: The commission shall ensure a forum for meaningful citizen participation and expression in the process and assist in the clarification of community goals, objectives, and policies.

3. Recognize The Comprehensive And Long Range Nature Of Decisions: The commission and its members shall continuously gather and consider all relevant facts, alternatives and means of accomplishing them, and explicitly evaluate all consequences before making a recommendation or decision.

4. Facilitate Coordination Through The Process: The commission shall ensure that individuals and public and private agencies possibly affected by a prospective decision receive adequate information far enough in advance of the decision.

5. Avoid Conflict Of Interest: Commission members shall avoid conflicts of interest and even the appearance of impropriety. At the commencement of any matter before the commission, members shall divulge in public, any past, present, or expected relationship with any party affiliated with such matter. A member with a potential conflict of interest shall abstain from voting on the matter, not participate in any deliberations on the matter, and leave the commission table, but may remain in the chamber. The member shall also not discuss the matter privately with any other official voting on the matter.

6. Render Thorough And Diligent Service: If a commission member has not sufficiently reviewed relevant facts and advice affecting a public decision, that member should not participate in that decision.

7. Not Seek Or Offer Favors: A commission member must not directly or indirectly solicit any gift or accept or receive any gift (whether in money, services, loans, travel, entertainment, hospitality, promises, or in some other form) under circumstances in which it could be reasonably inferred that the gift was intended or could reasonably be expected to influence them in the performance of their duties or was intended as a reward for any recommendation or decision on their part.

8. Not Disclose Or Improperly Use Confidential Information For Financial Gain: A commission member shall not disclose or improperly use confidential information for financial gain, and must not disclose to others confidential information acquired in the course of their duties or use it to further a personal interest.

9. Ensure Full Disclosure At Public Meetings: The commission shall ensure that the presentation of information on behalf of any party to a question occurs only at the scheduled public meeting on the question, not in private, unofficially, or with other interested parties absent, and must make partisan information regarding the question received in the mail or by telephone or other communication part of the public record.

10. Maintain Public Confidence: A commission member must conduct himself/herself publicly so as to maintain public confidence in the public body, and the commissioner's performance of the public trust.

11. Respect For And Courtesy To Other Commission Members, Public And Staff: Each commission member has the same rights and privileges as any other member. Any member has the right to be heard and to hear what others have to say about items being considered by the commission.

EXHIBIT B

PROPOSED AMENDMENTS

REDLINES TO BE REMOVED UPON APPROVAL

CHAPTER 37

RESERVED SUMMIT COUNTY HISTORICAL SOCIETY

SECTION:

~~2-37-1: Purpose~~

~~2-37-2: Established~~

~~2-37-3: Board Of Trustees~~

~~2-37-4: Duties~~

~~2-37-5: Historical Society Revolving Fund~~

~~2-37-6: Conduct Of Board Members~~

~~2-37-1: PURPOSE:~~

~~The county has determined that the historical record of Summit County can best be identified, preserved and perpetuated through the establishment of a historical society under the direction of the county manager.~~

~~2-37-2: ESTABLISHED:~~

~~There is hereby established a Summit County historical society which shall be governed by a board of trustees.~~

~~2-37-3: BOARD OF TRUSTEES:~~

~~A. Membership; Appointment; Vacancy; Removal: The board of trustees shall consist of no fewer than seven (7) members and no more than eleven (11) members, each of whom has demonstrated interest, competence or knowledge in historic preservation. Members shall be appointed by the county manager with the advice and consent of the county council to serve terms of three (3) years. Each board member may serve a maximum of three (3) terms. In the event that a vacancy shall occur during the term of any member, a successor shall be appointed for the unexpired portion of the term by the county manager. Board members shall not be considered employees or officers of the county based on their membership on the board. However, nothing in this section precludes an employee or officer of the county from serving as a member of the board. The county manager may remove any member of the board, at any time, with or without cause.~~

~~B. Meetings: Regular meetings of the board shall be held in January, April, July and October each year at a time and place agreed upon by the board and shall conduct its business in compliance with the Utah open public meeting law, including public notification of meeting~~

~~places, times and agenda items. Special meetings may be held any time at the call of the chairman, or of any three (3) members of the board.~~

~~C. Minutes: Written minutes of each board meeting shall be prepared, preserved and made available for public inspection.~~

~~D. Attendance: Each society member shall be responsible for attending all scheduled meetings of the society. Should circumstances arise where a member is unable to attend a scheduled meeting, the member shall be responsible for notifying the chair or his/her designee, as soon as possible. Members who fail to attend three (3) regular meetings of the society within any consecutive three (3) month period may, at the discretion of the manager, be removed from the historical society.~~

~~E. Quorum: The attendance of a majority of the board shall constitute a quorum. All official acts of the board shall be by majority vote of those then present.~~

~~F. Compensation: Members of the board shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from the historical society revolving fund.~~

~~G. Officers: During the April meeting of the board, it shall elect from its members a chairman. The board shall also elect a vice chairman and treasurer from its members. The term of office shall be two (2) years or until a successor shall have been duly elected and installed.~~

~~H. Historian: The county manager shall appoint and employ a qualified person to serve as the county historian. The county historian shall act as the executive and administrative officer, as well as the secretary, to the society.~~

~~2-37-4: DUTIES:~~

~~The historical society shall have the following duties:~~

~~A. The historical society shall research, assemble, preserve and disseminate material and information relevant to the social, cultural, economic, and religious history of Summit County.~~

~~B. The historical society shall maintain a Summit County historical museum.~~

~~C. The historical society shall present to the county council and county manager in April of each year a report on the activities of the historical society.~~

~~2-37-5: HISTORICAL SOCIETY REVOLVING FUND:~~

~~A. There shall be created a special fund to be known as the "Summit County historical society revolving fund". Monies received and deposited in said fund shall be used to pay salaries of employees and operating expenses of the society, and for costs of printing books, pamphlets or periodicals published by the society, or renting or purchasing property.~~

~~B. The county council shall budget and appropriate funds annually to the fund.~~

~~C. The society is authorized to receive bequests, gifts and endowments of money or property. All receipts, including those from the sale of any and all books, pamphlets, periodicals, or items published by the society shall be credited to the fund, and deposited with the Summit County treasurer.~~

~~D. Audits of the fund shall be included as part of the general audit of the county, and as the Summit County auditor shall direct.~~

~~2-37-6: CONDUCT OF BOARD MEMBERS:~~

~~A. Ethical Principles: The following ethical principles shall guide the actions of the board and its members in carrying out the powers and duties described above:~~

~~1. Serve The Public Interest: The primary obligation of the board and each member is to serve the public interest.~~

~~2. Support Citizen Participation In Decision Making: The board shall ensure a forum for meaningful citizen participation and expression in the process and assist in the clarification of community goals, objectives, and policies.~~

~~3. Recognize The Comprehensive And Long Range Nature Of Decisions: The board and its directors shall continuously gather and consider all relevant facts, alternatives and means of accomplishing them, and explicitly evaluate all consequences before making a recommendation or decision.~~

~~4. Facilitate Coordination Through The Process: The board shall ensure that individuals and public and private agencies possibly affected by a prospective decision receive adequate information far enough in advance of the decision.~~

~~5. Avoid Conflict Of Interest: Members shall avoid conflicts of interest and even the appearance of impropriety. At the commencement of any matter before the board, members shall divulge in public, any past, present, or expected relationship with any party affiliated with such matter. A member with a potential conflict of interest shall abstain from voting on the matter, not participate in any deliberations on the matter, and leave the board table, but may remain in the chamber. The member shall also not discuss the matter privately with any other official voting on the matter.~~

~~6. Render Thorough And Diligent Service: If a member has not sufficiently reviewed relevant facts and advice affecting a public planning decision, that member should not participate in that decision.~~

~~7. Not Seek Or Offer Favors: A member must not directly or indirectly solicit any gift or accept or receive any gift (whether in money, services, loans, travel, entertainment, hospitality, promises, or in some other form) under circumstances in which it could be~~

~~reasonably inferred that the gift was intended or could reasonably be expected to influence them in the performance of their duties or was intended as a reward for any recommendation or decision on their part.~~

~~8. Not Disclose Or Improperly Use Confidential Information For Financial Gain: A member shall not disclose or improperly use confidential information for financial gain, and must not disclose to others confidential information acquired in the course of their duties or use it to further a personal interest.~~

~~9. Ensure Full Disclosure At Public Meetings: The board shall ensure that the presentation of information on behalf of any party to a question occurs only at the scheduled public meeting on the question, not in private, unofficially, or with other interested parties absent, and must make partisan information regarding the question received in the mail or by telephone or other communication part of the public record.~~

~~10. Maintain Public Confidence: A member must conduct himself/herself publicly so as to maintain public confidence in the public body, and the member's performance of the public trust.~~

~~11. Respect For And Courtesy To Other Members, Public And Staff: Each member has the same rights and privileges as any other member. Any member has the right to be heard and to hear what others have to say about items being considered by the board.~~

STAFF REPORT



TO: Summit County Council
FROM: Shayne Scott, County Manager
Janna Young, Deputy County Manager
Multiple Department Directors
MEETING: April 1, 2026
SUBJECT: Summit County 2026 Work Plan – April Update

Recommended Council Action

None

Introduction

At its January 7, 2026, meeting, the County Council adopted Summit County's 2026 Work Plan, outlining strategic priorities and key initiatives for the year. This staff report provides a first quarter update on the progress made to date in advancing those priorities and implementing the initiatives identified in the plan.

Background

In 2018, the 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. Traditionally, the Work Plan lists projects for each county office and department that either have a direct tie to the Council's strategic priorities or are critical to advancing a county function but do not tie directly to the Council's priorities. This list communicates to the public and to the county organization the areas where staff hours and county budget will be spent during the year/budget cycle.

The 2026 Work Plan

The 2026 Summit County Work Plan outlines strategic objectives in the areas of *growth management and regional planning, local housing choice, transportation and traffic congestion, and environmental stewardship*. County Council's seven (7) priorities/initiatives to advance those strategic objectives 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

Additionally, the Work Plan outlines several department-driven initiatives including piloting a new county employee performance evaluation and merit program, updating the Animal Control Code, planning for the 2026 county fair, deploying a new financial accounting and payroll software system, completing the public art project at the expanded Justice Center and planning for the art installation at the new PEAK Center, implementing the Tyler Enterprise System for tax assessment and collection, completing a strategic plan for the senior services program, and managing the Summit County-Park City vanpool program, among others.

Collectively, these initiatives aim to align policy, infrastructure, and community services with long-term sustainability and quality-of-life goals. The 2026 Work Plan positions Summit County to address pressing growth challenges, foster regional collaboration, and invest in projects that benefit residents, businesses, and the environment over the next several years.

Progress Report on the 2026 Work Plan

Since the Council's adoption of the 2026 Work Plan in January, significant progress has been made across priority areas and projects. The update below provides an overview of the major actions, milestones, and outcomes achieved to date in alignment with the strategic objectives outlined in the Work Plan.

#1 – Updates to General Plans

Strategic Objectives: Growth Management and Regional Planning; Local Housing Choice; Transportation and Traffic Congestion; Environmental Stewardship

Both planning commissions are engaged in standing work sessions at the beginning of each meeting for chapter by chapter review of proposed texts. Public hearings on both plans are scheduled to begin this summer.

Additionally, the county's Community Development Department is preparing

code revisions in response to this past State legislative session as well as other code amendments resulting from regular review of processes.

#2 – Housing

Strategic Objectives: Growth Management and Regional Planning; Local Housing Choice; Transportation and Traffic Congestion

Cline Dahle: In May 2025, Summit County expressed its intent to negotiate exclusively with Columbus Pacific real estate development on a multi-use public-private partnership development near the Jeremy Ranch Elementary School. That agreement has been held in extended negotiation. After an update from Columbus Pacific at the March 25, 2026 Council meeting, staff were directed to turn their efforts to a Development Code text amendment and rezone processes in order to resolve certain concerns over risk management and to provide a more streamlined process for this project.

Housing Authority: The Summit County Housing Authority (SCHA) is off to a strong start in 2026. Focusing first on community engagement and education, SCHA held the first event in a four-part series focused on the relationship between housing and other community priorities. The event on March 12 featured a panel of experts exploring a series of myths related to housing and transportation. The next event is tentatively scheduled for June with a focus on the intersection of housing and open space. The Housing Authority has also been publishing monthly articles about various housing topics. These are [available on the county website](#) and through the Summit County newsletter. SCHA is finalizing a partnership for these articles to appear in the *Park Record* as well.

Under the goal of creating programs to incentivize and support affordable housing, SCHA is moving forward with a Request for Qualifications (RFQ) for architects and designers to submit for the creation of preapproved ADU construction plans to improve process efficiency and decrease overall cost of construction. A draft of the RFQ was presented to SCHA on March 18, 2026. Staff in the Community Development Department (Planning and Building) are collaborating on this process to ensure the plans are code compliant. The Utility Allowance Study has been updated for 2026. SCHA is identifying parameters for an emergency rental assistance pilot program targeting those earning 55% AMI and under.

Long-term Planning: The Summit County Housing Authority (SCHA) has a drafted strategic plan that addresses both the County Council’s goal of 1,500 units in the next ten years, excluding Cline Dahle and the Dakota Pacific development, and also the goals and metrics presented in Utah State’s strategic housing plan. A polished draft will be presented to SCHA on April 20, 2026.

Short-term Nightly Rentals Regulations and Enforcement: Staff continue to work with short-term rental (STR) operators to get licensed and in compliance with current county regulations. This has resulted in an increase in business licenses for operators who were not previously licensed.

Additionally, the county’s Nightly Rental Concerns Hotline launched on January 16, 2026. The hotline was introduced to allow residents to report issues, such as noise or parking violations related to short-term rentals in their neighborhoods. So far, the hotline has received 18 calls: 7 noise complaints, 4 non-permitted STR complaints, 5 trash complaints, 1 parking complaint, and 1 “other” complaint. Some of the calls were in Park City. All issues but one noise complaint were handled by the call center. Trash, parking, non-permitted, and “other” complaints were addressed by county code enforcement.

Staff is working to reconvene the internal STR working group in April to discuss the potential of drafting additional regulations to present to the Council based on what we have learned from our enforcement efforts and in working with the Azora software to identify the number and location of STRs in Summit County.

#3 – Regional Planning and Transportation

Strategic Objectives: Growth Management and Regional Planning; Transportation and Traffic Congestion; Environmental Stewardship

Kimball Junction:

Design of the Kimball Junction/I-80 interchange and the SR-224 pedestrian crossing project:

- The Utah Department of Transportation (UDOT) has a consultant under contract and recently began stakeholder coordination meetings.

- Summit County officially secured from Congressman Moore \$1 million in federal Community Project Funding for the State Route 224 pedestrian bridge
- County staff are working with the Public Arts Advisory Board to discuss the aesthetic qualities of the SR-224 pedestrian bridge

Rural Planning Organization:

The Wasatch Back Rural Planning Organization (WBRPO) 2027 update:

- Mountainland Association of Governments (MAG) will be starting the stakeholder outreach in April to identify potential projects for the 2027 long-range transportation plan. Additional work on performance metrics, and public engagements will occur in Summer 2026.

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:

- On March 6, at the city and county joint council meeting, staff provided a Milano/Cortina 2026 Delegation Report that highlighted lessons learned from the 2026 Winter Olympic Games. Staff have also drafted an Olympics Transportation Working Group charter and have vetted it with key stakeholders. Park City Municipal Corporation (PCMC) has requested this work to begin once the new PCMC city manager is onboarded, which should occur in April. We will be looking to host the first meeting in May 2026.

Rail Trail: Staff are engaged in discussions with Utah State Parks and other key stakeholders to identify opportunities to improve the Rail Trail. Additionally, a RAP tax funded art installation will be completed by May 31 near the intersection of Center Street and the Rail Trail in Coalville. This project was done in coordination with the Summit County Public Art Advisory Board, State Parks, and Summit County.

#4 – Solid Waste Management

*Strategic Objectives: Growth Management and Regional Planning;
Environmental Stewardship*

Solid Waste Action Plan: The county's working group has made great progress on the solid waste action plan and is on pace to present final recommendations to the Council late spring, early summer. The team has established the goal of expanding the lifespan of the Three Mile Landfill by 10 years beyond currently projected life by focusing on reducing and diverting waste in the areas of cardboard and organics. We are currently in the public engagement and stakeholder outreach phase of the project where we are gathering input to help us further develop the strategies to recommend the Council adopt and fund to meet our 10-year goal. So far, we have met with the mayors and city councils of Francis, Kamas, Oakley, Coalville and Park City. We are presenting to the Henefer Mayor and Town Council on April 7th. We also met with Recycle Utah, the Park City Community Foundation, and the Park City Chamber Commerce. April will also see a stakeholder meeting with specific county departments and staff.

Enhance Recycling Options: Public Works is diligently preparing to launch six remote drop-off sites for recyclable materials this summer by identifying locations, purchasing bins, hiring staff, scheduling pick-up with Republic Services, and completing other preparations. Our stakeholder engagement efforts for the solid waste action plan have helped identify partnerships with the municipalities and schools for these sites. Additionally, Summit County is a sponsor of the third annual Zero Food Waste Forum, which occurs in Park City April 21-23. This is a great opportunity to highlight our efforts and receive additional resources to enhance waste diversion and meet our goal.

Recycle Utah (RU) Relocation: Summit County and Park City Municipal Corporation have officially signed an agreement conveying Gillmor Lot 4 from the county to the city. The City continues to work on its agreement with RU to take the land for its new operations. County staff are poised to help RU with the permitting processes needed to build a recycling operation on the site as soon as they file their application.

#5 – Lands and Natural Resources Management

*Strategic Objectives: Growth Management and Regional Planning;
Environmental Stewardship*

Ure Ranch:

- All conservation easements are in DRAFT form and are being reviewed. The estimated date of approval is May 2026.
- The work session with the County Council on programming agricultural and recreation spaces is delayed until this summer.
- The public meetings to finalize trails, recreational, and management plans are on track for September 2026.

910 Ranch:

- The county closed on the property on January 27, 2026
- Starting in February 2026, staff have held three (3) stakeholder meetings to date to help finalize the management plan for the ranch. We had great participation from stakeholders and public at all three events and intend to complete these meetings in April 2026
- The design plan for the parking area will be completed by the end of March 2026 and scheduled for the Snyderville Basin Planning Commission in April
- Staff have identified the contractor for the parking fee pilot program and planning is underway for that pilot to start after construction of the parking area

Weber Watershed:

- Everything is on track to complete the NEPA process in June: the contractor is onboarded and the plan is finalized; we are awaiting snow melt to start the on-the-ground work
- Everything is on track to start on-the-ground wildfire mitigation treatments and forest health projects in July as part of the five-year plan with the U.S. Forest service; the plan is in place and contracting on track for July implementation
- Staff continue to work on acquiring additional grants for wildfire mitigation treatments. They have secured a \$2 million DOD REPI grant

County Lands Program Development:

- Regarding enhancing communication efforts about conservation easements on county acquisitions, staff is currently facilitating an

OSAC outreach campaign and is publishing L&NR newsletter every other month.

- Staff are working on a structure and vision to be discussed with the County Manager by June to be ready for 2027 budget presentation

#6 – Senior Citizens Services

Strategic Objectives: Growth Management and Regional Planning; Local Housing Choice; Transportation and Traffic Congestion

Strategic Planning: On January 27, 2026, Summit County issued a Request for Proposals (RFP) for qualified firms to complete a strategic plan for our senior services program. Thirteen vendors responded and four were interviewed on March 19th. The selection committee chose The Hill Group, Inc., a firm based out of Pennsylvania as the winning bid. This team has done two other strategic plans for senior centers and offered a strong public engagement program based on that experience which we really liked. We are currently in contract negotiations with the firm but hope to kick off the project in April. The plan should be completed in August in time for 2027 budget proposals.

While the RFP included in its scope a feasibility study of locating a Continuing Care Retirement Community to Summit County, most respondents suggested this be a Phase 2 of the project under a separate timeline and budget due to the complexity of the study and our already detailed scope of work for the strategic plan. We intend to request budget in 2027 to complete that study.

Collaboration on New Senior Center in Park City: The county continues to participate in weekly design meetings with Park City and the Park City Seniors, Inc. nonprofit organization on designing the new senior center in Park City.

#7 – Public-Private Partnerships and County Facilities

Strategic Objectives: Growth Management and Regional Planning; Local Housing Choice; Transportation and Traffic Congestion; Environmental Stewardship

Kimball Junction:

Dakota Pacific Real Estate Public Private Partnership (PPP):

- The Joint Venture agreement between the county and Six Ridge Partners (DPRE rebrand) is awaiting signature by the county
- The week of March 23, 2026, the Planning Department received the first phase sketch plan submittal from Six Ridge Partners for Altus Park City [new name for the neighborhood], Affordable Phase 1. This is intended to be a 155-unit, 4% LIHTC deal.
- Six Ridge Partners also issued a Request for Proposals (RFP) for pre-construction services for the PPP area.
- March 23, 2026, the State committee approved the Housing and Transit Reinvestment Zone (a tax increment financing tool) application submitted early this year for the PPP.
- The Tenant Improvements at the PEAK Center (former Skullcandy headquarters) are going well and are on schedule. Demolition is completed and framing is almost finished. Duct work, electrical, and plumbing are occurring now. We have received some budget credits for things that did not cost as predicted but expect a fairly large change order for the duct work as it was found to be more extensive once the subcontractor got into the ceiling than was in the plans.

Facilities Master Plan: A Request for Proposals (RFP) to design the remodel and HVAC upgrades of the County Courthouse was issued in December 2025 and closed in January 2026. A selection committee interviewed three firms on February 18, 2026, choosing ajc Architects, a locally based firm. Contract negotiations continue with them, but we should be able to kick off the project soon.

Notable Updates on Department-Driven Work

Communications and Public Engagement:

Animal Control

- Produced newsletter and web content on the role/responsibilities of Animal Control and other updates to repair & build public sentiment (ongoing)

Health Department

- Completing work on the Communication Domain for accreditation, including comms plan rewrites & updates (complete by end of March)

- Measles response public awareness and education, alerts, stakeholder collaboration, and media coordination (ongoing)
- Organizing and rolling out the Drink Different Campaign for Behavioral Health (in-progress)
- Sustainability: Migrated the Green Business Newsletter to county ownership, comms support of Green Business Program (completed)
- Sustainability: Supporting/marketing the upcoming Speaker Series (ongoing)

Heritage & Arts

- Filmed and produced short video History series for social media (ongoing)

Public Works

- Prep for construction season with Roads Dash and comms project coordination with internal, state, and other partners (ongoing)

Countywide

- Supported Municode transition, including updating all broken links on the county website (ongoing)
- Implementation of Text My Gov auto response/keyword reply & text submission system. (complete)

Economic Development and Housing:

- A completed GIS Land Prioritization tool is ready, though IT is working on some access issues.
- The Moderate-Income Housing Plans do not need to be amended as they were found in compliance. Staff will be reporting the number of certificates of occupancy issued between July 1, 2025, and July 1, 2026, on July 1.
- The Economic Development and Housing Department continues to purchase units at Bear Hollow when they become available in order to update the deed restrictions and then either resell or rent them.
- The Department continues to be actively involved in the DPRE public-private partnership, including an HTRZ meeting with the state on March 23.
- The Cline Dahle project continues to move forward, and the Department is involved in the upcoming zoning changes that are needed in order to make sure the project can come to fruition.

Health Department:

Public Health

- Build new department-wide Strategic Plan (2026-30)
 - The final draft is being reviewed by Health Department staff and the BOH. We are hopeful the BOH will adopt the Strategic Plan at the April 6th meeting.
- Recognition by the Public Health Accreditation Board
 - In process and on track. The Department is preparing for the final application to be submitted in early May. We anticipate our accreditation site visit to be conducted in the fall, with final notification of award before the end of the year.
- Develop Targeted Case Management/Wise Woman/Pre-School Development Grant (0-8 Programs)
 - In process and growing. This is a cross-cutting effort involving Nursing, WIC, and Health Promotion. Additionally, the Department received a grant to help build this program, which has helped with startup costs and allowed the expansion of necessary services for families.
- Increased focus on cancer awareness/screening in Women's Health programming
 - Currently in talks with University of Utah re: partnership opportunities and how to expand this programming in a responsible and sustainable way, where the programming/funding is directed based on the data.
- Navigate uncertainties in federal funding, vaccine policies, and the increased presence of preventable childhood diseases
 - Ongoing. So far, so good. We are aware of some changes to the funding structure in Substance Use Prevention and Early Intervention. Through careful planning and shifting priorities, we will be able to manage these changes. Additionally, federal funding appears to be stable and has returned to 2024 funding levels. We will keep a close eye on this.

Behavioral Health

- Establish a Stabilization & Mobile Response Team for kids
 - 50% Completed. On hold till funding materializes. We have all other components of the program in place.
- Establish a transitional housing framework for individuals participating in recovery court or with a behavioral health diagnosis

- 1st Component, 75% Completed:
 - Temporary transitional housing is being provided through financial support for individuals with a mental health diagnosis using a combination of donations from the Summit County Clubhouse and State funds for recovery court participants.
- 2nd Component, 40% Completed:
 - In terms of the larger framework of direct transitional housing, discussions are moving forward with community partners to finalize the construction of a facility in the Snyderville Basin.
- Expand youth prevention coalitions in the North Summit and Park City school districts to enhance prevention efforts
 - NSSD, 50% Completed:
 - Working with the Coalville Mayor, a community youth council is being formed through the city and outside of the school district.
 - PCSD, 0% Completed:
 - Conversations are continuing with PCSD re: potential future opportunities.
- Develop a new suicide prevention strategic plan to include postvention for all tiers of response
 - Underdevelopment. We are finalizing our postvention strategic plan and continue to work on the Behavioral Health Strategic Plan
 - Postvention Plan, 75% Completed
 - Overall Strategic Plan, 5% Completed
 - Work will ramp up this summer
- Complete updates to the Summit County Mental Wellness Strategic Plan
 - 50% Completed:
 - The listening tour in the community has been completed. As a result, new objectives will be created, which are expected in April. The plan is on track to be approved by County Council by the end of the year.

Sustainability

- The Summit County Council adopted Resolution 2026-04 *A Resolution Recommitting and Expanding Sustainability and Climate Change Action Goals for Summit County* on Wednesday, January 14, 2026
 - In this resolution, Council maintained core goals and added new goals related to waste, water, land management, and adaptation and resilience
- The Public Service Commission (PSC) issued an order on March 4, 2026, approving the Community Clean Energy Program (also known as Utah Renewable Communities or URC). All 19 communities involved have until June 2, 2026, to enact the approved program by adopting an ordinance
 - The Summit County Council will consider the ordinance on April 15, 2026
- The Park City | Summit County Green Business Program is now being overseen by the Summit County Sustainability division, and an RFP process is actively underway for a contract Green Business Program coordinator who will take on the day-to-day business support
 - This additional capacity will enable the county and its partners to further mature the program with metrics tracking, alignment with existing goals, deeper business support, and promotion of sustainable actions being taken throughout the business community
- Sustainability staff are contributing ideas and suggestions into the Courthouse remodel design and PEAK building remodel
- The Planning Department and Sustainability division have already and/or are coordinating feedback on large, proposed developments including Junction Commons and Latitudes
- The next installment in the Climate Change and Public Health Speaker Series is scheduled for Tuesday, May 19th with a focus on the intersection of water quantity and water quality
- The Sustainability division is an active member of the internal working group developing the solid waste action plan and is exploring piloting food waste collection at a couple county facilities in 2026
- In collaboration with other Health Department divisions, the Sustainability team is offering suggestions to Chapter 8 of the General Plans on Community Health and Recreation

- Following the adoption of the new water chapter of the General Plans by Council in December 2025, the Sustainability division is coordinating with other county departments and external stakeholders to plan for the implementation of priority strategies

Information Technology:

- Facilitated county wide training on Calendar functions in hopes to improve productivity and created SharePoint site for internal communications to further the goal of reducing technical debt by more training on current technology
- Supported Justice Center employees with moving Dispatch to temporary location, installed new phone lines for elevator, network switches and wireless access points.
- Hired new Library IT Tech to support expanded PEAK Center

Transportation Planning:

- Staff is managing the growing vanpool program with key partners of UTA, PCMC and the resorts. January reported 559 trips and 92,500 miles by vanpool originating or completing in the county.
- Staff are working with stakeholders on revisions to the TST policy and are expecting to present a new policy for adoption at the April 6, 2026, COG meeting with a call for projects in April and May 2026.
- Staff are supporting HVT's efforts on the SR-224 BRT, which hit the 100% design milestone earlier this year. Construction will begin in April 2026.
- Staff are completing off-season maintenance on the bikes for Summit Bike Share and are scheduling the season launch in early May 2026. The team contracted with a new software and equipment supplier to provide better quality products and services and save on capital and operating expenses.
- Staff is concluding the Active Transportation Plan (ATP) update and will provide an update as "council communications" in May 2026. The ATP will be included in the 2027 LRTP and staff will begin implementation shortly after adoption.
- Phase II of the SR-32 trail from Marion to Kamas and Phase III from Kamas to Francis should be completed in late summer/early Fall 2026.
- Staff are working with UDOT staff on the Utah Trails Network. UDOT staff have recommended the Utah Transportation Commission include

Silver Creek Trail Gap, Phoston Spur Trail, and Parley's Trail Gap on the Transportation Investment Fund (TIF). Additional work is needed to secure funding.

- Staff presented the SR-32 Corridor and City Centers plan at the March 11, 2026, council meeting as a council communication. The plan will be included in the Eastern Summit County General Plan update later in 2026 and in the 2027 LRTP.

Conclusion

In summary, the first quarter of 2026 reflects meaningful and coordinated progress across the county's strategic priorities and department-driven initiatives, demonstrating strong alignment between Council direction and staff efforts. Given the breadth and complexity of this work, staff will continue to provide updates on individual projects as they come before the County Council for review and direction, ensuring ongoing transparency and accountability. Staff also anticipate returning in the second quarter of 2026 with another comprehensive update on the overall status of the 2026 Work Plan, including progress to date and any recommended adjustments.

Attachments:

1. Summit County's 2026 Work Plan



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.

Rail Trail: Remain engaged with the State of Utah regarding the Rail Trail and explore potential partnership or funding opportunities aligned with both the county and state’s transportation priorities.

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



STAFF MEMO

To: Summit County Council (Council)
From: Amir Caus, AICP, Senior Planner
Date of Meeting: April 1, 2026
Type of Item: MPD-Rezone (NMU-1), MPD-Conditional Use Permit, MPD-Low Impact Permit, and Development Agreement – Work Session
Process: Legislative and Administrative Review
File: 24-087

Proposal

The applicant is requesting a Master Planned Development (MPD) for the Junction Commons, a 19-building mixed use redevelopment project located at 6699 N Landmark Dr (Parcel FSE-1), Kimball Junction, Summit County, UT. The applicant is proposing to Rezone Parcel FSE-1 from the Town Center Zone to the Neighborhood Mixed-Use 1 (NMU-1) Zone.

The project includes the redevelopment of the upper portion of the property into a residential project while the lower portion of the property would be developed with additional infill development.

The upper portion of the property is currently developed with ~98,000 sq. ft. of retail space. The applicant is proposing to demolish ~82,000 sq. ft. of the existing retail and replace it with a 10-building residential project which includes 433 units (391 apartments and 42 townhomes) and a ~7,200 sq. ft. amenity/clubhouse space within one of the three apartment buildings. One of the buildings is proposed to be mixed use and would contain ~7,300 sq. ft. commercial. The applicant is also proposing two parking structures in the upper portion of the property.

The lower portion of the property is currently developed with ~230,000 sq. ft. of retail space. The applicant is proposing to infill the parking area with a 9-building mixed-use project with ground floor commercial (~54,000 sq. ft.) and upper floor residential (77 apartments).

The applications/processes involved in this project include;

- MPD-Rezone to Neighborhood Mixed-Use 1 (NMU-1) Zone
- MPD-Conditional Use Permit
- MPD-Low Impact Permit
- Development Agreement
- Potential Final Subdivision/Condo Plat (for any for-sale units)

Project Name:	Junction Commons Master Planned Development (MPD)
Applicant(s):	Elliott Workgroup
Property Owner(s):	SRE Ontario LLC
Location:	6699 N Landmark Dr, Kimball Junction, Summit County, UT
Zone District:	Town Center (TC)
Parcel Number and Size:	FSE-1 (37.32 acres)
Type of Process:	Legislative (Rezone and Development Agreement) - Administrative (Conditional Use Permit, Low Impact Permit, and Final Subdivision Plat)
Final Land Use Authority:	Summit County Council (Rezone and Development Agreement) and Snyderville Basin Planning Commission (Conditional Use Permit, Low Impact Permit, and Final Subdivision/Condo Plat)

Vicinity Map

1 in = 752 feet

Summit County Parcel Viewer Application
Printed on: 2/22/2024
Imagery courtesy of Google

This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information and data obtained from various sources, including Summit County which is not responsible for its accuracy or timeliness.

45

In preparation for this Work Session, the Applicant has provided additional housing details in Exhibit A and has noted that they will not have any new information regarding traffic; rather, they will rely on the existing information in the March 18, 2026 Staff Report.

Recommendation

The applicant is seeking feedback from the County Council.

Public Notice, Meetings and Comments

This item was publicly noticed as a Work Session with the Summit County Council.

Public hearing notices will be published and courtesy postcards will be mailed for future public hearings.

Attachments

Exhibit A – Applicant Housing E-Mail and Memo

Exhibit B – Link to March 18, 2026 Council Meeting Staff Report and Archive Video;

[March 18, 2026 Council Meeting](#)

From: [Justin Keys](#)
To: [Amir Caus](#)
Cc: [Adam Greenebaum](#); [David Nelson](#); [Lehigh, Carla](#); [Craig Elliott](#)
Subject: Junction Commons Affordable Housing Agreements
Date: Thursday, March 26, 2026 6:08:56 PM
Attachments: [03.25.26 Junction Commons Affordable Deed Restrictions.docx](#)
[03.25.26 Junction Commons Housing Mitigation Plan.docx](#)

Hi Amir,

Attached are drafts of the Affordable Housing Mitigation Plan and proposed Draft Deed Restrictions for Junction Commons. Short version, we're proposing all units be deed restricted at 80% of Average Median Income for Summit County consistent with the affordable housing code. We're proposing an average consistent with prior projects in Summit County to allow for flexibility up and down in incomes of residents over time. These will all be rentals, subject to the following waterfall provision:

Employment Priorities: It is the public policy of the County to house employees as close to the workplace as possible, thereby reducing traffic and congestion. Since Junction Commons is providing on-site moderate income/workforce housing, occupancy of such housing shall be on a priority basis as follows:

1. First Priority: Households meeting income limits with at least one person employed by a business located within the Junction Commons development.
2. Second Priority: Households meeting income limits with at least one person employed at a business located south of Interstate 80 and west of Highway 224 in Kimball Junction.
3. Third Priority: Households meeting income limits with at least one person employed at a business located south of Interstate 80 and east of Highway 224 in Kimball Junction.
4. Fourth Priority: Households meeting income limits with at least one person employed at a business located in Summit County.
5. Fifth Priority: Individuals and households meeting income limits.

Let me know if you have any questions on either document.

Thanks!

Justin



Justin Keys

Direct: [\(435\) 731-9195](tel:(435)731-9195)

1225 Deer Valley Drive Suite 201

Park City, UT 84060

EXHIBIT A.2

CONFIDENTIALITY NOTICE: The content of this e-mail is confidential and proprietary and may be attorney-client privileged. If you are not the intended recipient, please destroy it and notify justin@hlhparkcity.com

WHEN RECORDED, RETURN TO:

Helen E. Strachan
Deputy Summit County Attorney
Summit County Courthouse
60 North Main Street
Coalville, Utah 84017

Tax IDs: _____

**RESTRICTIONS
CONCERNING MODERATE INCOME / WORKFORCE HOUSING UNITS
FOR THE COMMONS AT JUNCTION COMMONS**

THESE RESTRICTIONS CONCERNING MODERATE INCOME / WORKFORCE HOUSING UNITS FOR THE COMMONS AT JUNCTION COMMONS (hereinafter this “**Deed Restriction**”) is made and entered into effective as of the _____ day of _____, 2020 (the “Effective Date”), by and among Junction Commons _____, a Utah limited liability company (“Junction Commons”) and **SUMMIT COUNTY**, a political subdivision of the State of Utah, by and through its County Manager (the “County”). The County and Junction Commons are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

Recitals

WHEREAS, Junction Commons is the owner of certain property located in Summit County identified as Junction Commons development (the “Property”), a mixed-use project consisting of commercial, residential and moderate income/workforce housing units (“Unit” or “the Units”), which is legally described in Exhibit A attached hereto and incorporated herein and configured according to the recorded site plan attached hereto as Exhibit B.

WHEREAS, the County approved Junction Common’s development application with the condition that the Units to be constructed in the building be rented at a rental rate that is affordable to households earning an average of 80% of the Area Median Income (“AMI”), defined below, for Summit County, Utah, with adjustments based on family size.

WHEREAS, on or about _____, 2026, Junction Commons and the County entered into a “Moderate Income / Workforce Housing Agreement” setting forth more specific details related to the Units. It was recorded in the office of the Summit County Recorder on _____ as Entry No. _____, at Book _____, beginning at Page _____; and

WHEREAS, the Parties are exercising and recording this Deed Restriction to satisfy the terms of the Moderate Income / Workforce Housing Agreement regarding the Units on the Property, intending that owners and renters of the Units be bound by its terms. Upon its recording in the public records of the County Recorder of Summit County, Utah, this Deed Restriction shall govern the terms and conditions of ownership, use, and occupancy of the Units by subsequent owners and their heirs, successors, executors, administrators, devisees and assigns as addressed herein.

Covenants and Restrictions

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants set forth herein, the Parties agree as follows, and Junction Commons, as owner of the Property, hereby submits the Property to the following covenants and restrictions:

1. DEFINITIONS.

- 1.1. **“Area Median Income” or “AMI”:** calculated annually by HUD, is the “middle” number of all of the incomes in Summit County, with 50% of individuals in Summit County making more than that amount, and 50% making less than that amount. For purposes of this Deed Restriction, AMI shall be rounded to the nearest tenth (for example, if the calculated AMI is 64%, it shall be rounded down to 60%; if the calculated AMI is 65%, it shall be rounded up to 70%, and so forth).
- 1.2. **“County”** means Summit County, a political subdivision of the State of Utah. Actions to be taken or decisions to be made by the County hereunder are to be taken or made by the Summit County Council or the department, employee or third-party designee selected by the County Council to carry out such responsibilities or to administer, generally, the affordable housing programs for the County.
- 1.3. **“Household”** means all related and unrelated individuals occupying a Unit as a Tenant.
- 1.4. **“Notice”** means correspondence complying with the provisions of Section 10.1.
- 1.5. **“Reasonable Efforts”** means good faith efforts to advertise a Unit for rent through appropriate local means complying with the provisions of Section 2.6.
- 1.6. **“Tenant”** means an occupant of a Unit other than an owner or operator.

2. OCCUPANCY BY A QUALIFIED HOUSEHOLD

- 2.1. Qualified Household: Unless otherwise allowed in this Deed Restriction, each Unit shall at all times be occupied by Households on a for-rent basis. Prior to entering into any lease agreement(s), the Household of each Unit shall be pre-qualified by Junction Commons or its third-party designee (approved by the County), as meeting the Income Qualifications set forth in Section 2.2
- 2.2. Income Qualifications: The Units shall at all times be occupied by Households, adjusted for Household size, earning an average of 80% AMI based on the table in Exhibit C (as amended annually by the Department of Housing and Urban Development and published by the Utah Housing Corporation).
 - 2.2.1. Process: Income qualification shall adhere to the following process.
 - 2.2.1.1. Determine the number of adults and children (all Household members) to occupy the available Unit.

- 2.2.1.2. Collect either 1040 Federal Tax Returns for the most recent year (or “transcript of tax returns” issued by the Internal Revenue Service) or current pay stub and/or projected income for all Household members generating income.
- 2.2.1.3. Add together the adjusted gross income for all Household members to determine the total Household income.
- 2.2.1.4. Review Exhibit C to determine whether total Household income is less than the income of a Household of the same size earning 80% AMI.
- 2.3. Income Averaging: Notwithstanding the above, Junction Commons may allow for “income averaging.” Income averaging allows Units to serve market rate Households per Exhibit C, so long as the average income/rent limit in all affordable Units in the overall Property is 80 percent or less of AMI (for example, in a 10 unit project, developer may have 1 unit at 100% AMI, 1 unit at 60% AMI and 8 units at 80% AMI which equals an overall average of 80% AMI).
- 2.4. “Over” Income: Junction Commons shall follow the “next available Unit rule,” which means that if a Unit Household’s income increases to more than 140% of the AMI, the next available Unit must be rented to a Household within the appropriate income level for admission (80% AMI or less). However, the Household with the increased income is still eligible to remain in the Unit.
- 2.5. Annual Qualification: Except as otherwise provided for in this Deed Restriction, Households shall meet the above Income Qualifications annually by Junction Commons or a third party designee (approved by the County) and shall be required to submit to the Income Qualification process above prior to renewal of any lease.
- 2.6. Employment Priorities: It is the public policy of the County to house employees as close to the workplace as possible, thereby reducing traffic and congestion. Since Junction Commons is providing on-site moderate income/workforce housing, occupancy of such housing shall be on a priority basis as follows:
 - 2.6.1. First Priority: Households meeting income limits with at least one person employed by a business located within the Junction Commons development.
 - 2.6.2. Second Priority: Households meeting income limits with at least one person employed at a business located south of Interstate 80 and west of Highway 224 in Kimball Junction.
 - 2.6.3. Third Priority: Households meeting income limits with at least one person employed at a business located south of Interstate 80 and east of Highway 224 in Kimball Junction.
 - 2.6.4. Fourth Priority: Households meeting income limits with at least one person employed at a business located in Summit County.
 - 2.6.5. Fifth Priority: Individuals and households meeting income limits.

At the time of initial occupancy, Junction Commons shall use Reasonable Efforts to advertise for qualified Tenants for a period of not less than thirty (30) days and shall thereafter fill the

Units in accordance with the above priorities from the list of qualified Tenants then available. Upon the occurrence of a vacancy, Junction Commons shall review its wait list of qualified Tenants (and may advertise for qualified Tenants if necessary to obtain a qualified Tenant). If a qualified Tenant for the First Priority is not located at the time of a vacancy, Junction Commons shall accept the next highest priority potential Tenant available at that time. Upon a showing of undue hardship on a Household formerly employed by a business in the First, Second, Third, or Fourth Priority and upon the County's consent, Junction Commons may choose to renew a rental agreement for a term not to exceed one (1) year.

The rental of a Unit to a Tenant who is not Income Qualified and/or who does not meet the Workplace Qualifications above does not limit the applicability of this Deed Restriction in any way with respect to such Tenant's use, occupancy and subsequent lease of the Unit.

3. RENTING THE UNIT

3.1. Maximum Permitted Rents: The maximum permitted rents shall be based on the Household size, the Household size's gross income and the number of bedrooms in the unit. Permitted monthly rents shall not exceed those found in the table in Exhibit D. Household size corresponds to the number of bedrooms in the Units as follows:

- 3.1.1. Studio unit: use the income limit for a one-person household.
- 3.1.2. One-bedroom unit: use the income limit for a two-person household.
- 3.1.3. Two-bedroom unit: use the income limit for a three-person household.
- 3.1.4. Three-bedroom unit: use the average income limit for a four-person household

3.2. The permitted rental amount includes the following:

- 3.2.1.1. Use and occupancy of the Unit and the associated land and facilities;
- 3.2.1.2. Any separately charged fees and service charges assessed by Junction Commons, which are required by all Tenants but is not to include security deposits;
- 3.2.1.3. Unless subject to Section 3.3 below, utilities including garbage collection, sewer, water, electricity, gas and other heating, cooking, and refrigeration fuels but not to include telephone service, cable television, or high-speed modem; and
- 3.2.1.4. Possessory interest taxes or other fees and charges assessed for use of the associated land and facilities by a public or private entity other than Junction Commons.

3.3. Utility Allowance: The permitted rental amount includes rent and utilities. If the Unit tenant pays all or some of the utilities, a "utility allowance" shall be determined and maximum rents identified in Exhibit C shall be reduced by the amount of the utility allowance. The utility allowance shall initially be determined by a qualified third-party rater who shall estimate charges for garbage collection, sewer, water, electricity, gas and other heating, cooking, and refrigeration fuels for each Unit based upon a complete set of building plans presented to him or her by Junction Commons. The County shall approve

the third-party rater and the utility allowance. In subsequent years, commencing in the year following the first complete year of occupancy, Junction Commons shall provide copies of actual billings for utility providers for at least five occupied Units to the County so that a new annual utility allowance can be determined and set.

3.4. Rental Period: Units shall not be rented nightly or weekly. The minimum rental length shall be six (6) months.

3.5. Condominium Conversion: In the event Junction Commons desires to convert the Units to condominiums, this Agreement shall be amended.

4. REPORTING AND COMPLIANCE

4.1. Junction Commons shall keep accurate and complete records of all Tenants. Junction Commons shall provide to the County a monthly rent roll showing each individual Tenant or Tenant's Household's name(s), Unit occupied, rent charged, Household gross income, name(s) and location(s) of employment, term of lease and other information related to eligibility requested by the County from time-to-time. The County may make reasonable requests for additional documentation from the Junction Commons to demonstrate compliance. The County shall have the right to audit Junction Commons's Tenant files annually upon ten (10) days advanced written notice to Junction Commons.

5. MAINTENANCE OF UNIT & INSURANCE.

5.1. Minimum Maintenance Standards. Each Unit shall at all times be maintained in good, safe, and habitable condition in all respects, normal wear and tear excepted, and in full compliance with all applicable laws, ordinances, rules and regulations of any authority having jurisdiction over the Unit.

5.2. Insurance. Junction Commons shall continuously insure the Units against all risks of physical loss for the full replacement cost of the Units. This insurance requirement applies only to the physical structure of the Units and does not include any personal belongings of the tenants, which shall be covered by a separate renter's policy obtained by and at the discretion of the tenant.

6. DEFAULT AND REMEDIES.

6.1. Default. In the event of a breach of any of terms of this Deed Restriction by Junction Commons with respect to the Units, the County shall be entitled to injunctive relief, or to any other remedy available at law or in equity for such breach, including the specific remedies enumerated herein. The prevailing Party in any dispute hereunder shall be entitled to recover their reasonable attorneys' fees and costs incurred in connection with such dispute, regardless of whether litigation is pursued by either Party.

6.2. Violation of Criminal Code. In addition to the remedies contained herein, Junction Commons, Tenant(s) and other individuals dealing with the transfer and/or management of a Unit (including lenders, Realtors, attorneys and title professionals) may be subject to

the provisions of Summit County Code §5-2-7: Affordable Housing Fraud (as may be amended or replaced).

7. **TERM.** This Deed Restriction shall continue in full force and effect for 60 years from the date of issuance of the Certificate of Occupancy for the Units unless terminated sooner by the mutual agreement of Junction Commons and the County (the “**Term**”).
8. **CHOICE OF LAW.** This Deed Restriction shall be governed and construed in accordance with the laws of the State of Utah.
9. **RECORDING AND COVENANTS TO RUN WITH THE LAND.**

9.1. Recordation. Upon execution by the County, this Deed Restriction shall be recorded and filed in the Official Records of Summit County, Utah.

9.2. Covenants Run with the Land. The County intends, declares and covenants, on behalf of itself and all future Unit Owners, that this Deed Restriction and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of a Unit shall be covenants running with the land and improvements constituting the Unit, for the benefit of the County, shall encumber the Unit, and shall be binding upon the County and all subsequent owners of the Unit.

10. MISCELLANEOUS.

10.1. Notice.

10.1.1. Any and all notices or demands to Junction Commons or person(s) required or desired to be given hereunder shall be in writing and shall be validly given or made if (a) deposited in the U.S. mail, certified or registered, postage prepaid, return receipt requested, (b) sent by commercial courier keeping records of deliveries and attempted deliveries, or (c) via hand delivery with signed acknowledgment of receipt by a person of suitable age and discretion. Service by U.S. mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Any notice or demand to Junction Commons shall be addressed to:

Junction Commons _____

Attn:

10.1.2. Any and all notices or demands to the County shall be in writing and shall be served by (a) mail or commercial courier provided to the Summit County Clerk or his/her authorized agent authorized by appointment or by law to receive service by signing a document indicating receipt or (b) via hand delivery with signed acknowledgment of receipt by the Summit County Clerk or his/her authorized agent authorized by

appointment or by law. Service shall be complete on the date the receipt is signed. Any notice or demand to the County shall be addressed to:

Summit County Clerk
P.O. Box 128
Coalville, Utah 84017

With a copy to:

Summit County Attorney
P.O. Box 128
Coalville, Utah 84017

Summit County, Utah
Office of Economic Development
PO Box 128
60 North Main
Coalville, Utah 84017
Attn: Jeffrey B. Jones

10.1.3. The Parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by Notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others or the recording of a change of address by the County.

10.2. Paragraph Headings. Paragraph or section headings within this Deed Restriction are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

10.3. Gender and Number. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

10.4. Exhibits: The Parties understand and agree that Exhibit C and Exhibit D to this Deed Restriction are based upon 2026 HUD AMI which is annually updated by the Department of Housing and Urban Development and as such Exhibit C and Exhibit D shall be amended annually to reflect changes in AMI.

10.5. Modifications. Any modification of this Deed Restriction shall be effective only when made by writings signed by the County and Junction Commons and recorded in the Official Records of Summit County, Utah. In the event Junction Commons desires to convert the Units to condominiums, this Deed Restriction shall be amended.

10.6. Incorporation of Recitals. The recitals set forth at the beginning of this Deed Restriction are incorporated herein by this reference.

10.7. Binding Agreement. This Deed Restriction shall be binding upon the successor and assigns of the Parties hereto. Either party may assign its rights and obligations under this Agreement with 30-days advance written notice to the other party.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the date hereof.

JUNCTION COMMONS []

SUMMIT COUNTY, UTAH

Manager

Summit County Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

Helen E. Strachan, Deputy County Attorney

Notary Acknowledgments

STATE OF UTAH
COUNTY OF SUMMIT

On this ____ day of _____ 2019, this Deed Restriction was acknowledged before me by Tom Fisher, County Manager of Summit County.

Notary Public

STATE OF UTAH:)
)
COUNTY OF SUMMIT)

On this ____ day of _____ 2019, this Agreement was acknowledged before me by _____, as Manager of Junction Commons Preserve, LLC.

Notary Public

EXHIBIT A.11

EXHIBIT A.12

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A.13

EXHIBIT B

RECORDED SITE PLAN

EXHIBIT C
2026 INCOME QUALIFICATION TABLE
(AS AMENDED ANNUALLY BY HUD)

EXHIBIT D

2026 MAXIMUM PERMITTED MONTHLY RENTS INCLUDING UTILITIES BY MEDIAN INCOME (AS AMENDED ANNUALLY BY HUD)

WHEN RECORDED RETURN TO:

Helen Strachan, Deputy County Attorney

60 North Main Street

Coalville, UT 84017

MODERATE INCOME / WORKFORCE HOUSING AGREEMENT FOR JUNCTION COMMONS

This Moderate Income/Workforce Housing Agreement (the “Agreement”) is made by and between _____, LLC (“Junction Commons”) and Summit County, Utah (the “County”) and shall be effective as of the last date of signature below. Junction Commons and the County are each referred to below as a “party” and collectively as the “parties.”

WHEREAS, Junction Commons is the owner of certain property located in Summit County identified as Junction Commons development (the “Property”), a mixed-use project consisting of commercial, residential and moderate income/workforce housing units (“Unit” or “the Units”), which is legally described in Exhibit A attached hereto and incorporated herein and configured according to the recorded site plan attached hereto as Exhibit B.

WHEREAS, the County approved Junction Common’s development application with the condition that the Units to be constructed in the building be rented at a rental rate that is affordable to households earning an average of 80% of the Area Median Income (“AMI”), defined below, for Summit County, Utah, with adjustments based on family size.

WHEREAS, the County further required that Junction Commons enter into an agreement with the County to monitor compliance of the Units;

NOW THEREFORE in consideration of the terms and conditions set forth hereinafter, it is agreed as follows: Definitions:

1. Area Median Income (AMI): AMI, calculated annually by HUD, is the “middle” number of all of the incomes in Summit County, with 50% of individuals in Summit County making more than that amount, and 50% making less than that amount. For purposes of this Agreement, AMI shall be rounded to the nearest tenth (for example, if the calculated AMI is 64%, it shall be rounded down to 60%; if the calculated AMI is 65%, it shall be rounded up to 70%, and so forth).
2. Income Qualifications: Units may be rented to individuals or households based upon the table in Exhibit C.
 - a. Process: Income qualification shall adhere the following process:
 - i. Determine the number of adults and children (all household members) to occupy the available Unit.

EXHIBIT A.17

- ii. Collect either 1040 Federal Tax Returns for the most recent year (or “transcript of tax returns” issued by the Internal Revenue Service) or current pay stub for all household members generating income.
 - iii. Add together the adjusted gross income for all household members to determine the total household income.
 - iv. Review Exhibit C to determine whether total household income is greater or less than the income of a family of the same size earning 80% AMI.
 - b. Income Averaging: Notwithstanding the above, Junction Commons may allow for “income averaging.” Income averaging allows Units to serve market rate households per Exhibit C, so long as the average income/rent limit in all affordable Units in the overall Property is 80 percent or less of AMI (for example, in a 10 unit project, developer may have 1 unit at 100% AMI, 1 unit at 60% AMI and 8 units at 80% AMI which equals an overall average of 80% AMI).
 - c. “Over” Income: Junction Commons shall follow the “next available Unit rule,” which means that if a Unit tenant’s income increases to more than 140% of the AMI, the next available Unit must be rented to a household within the appropriate income level for admission (80% AMI or less). However, the tenant with the increased income is still eligible to remain in the Unit.
3. Maximum Permitted Rents: The maximum permitted rents shall be based on the household size, the household size’s gross income and the number of bedrooms in the unit. Permitted monthly rents shall not exceed those found in the table in Exhibit D. Household size corresponds to the number of bedrooms in the Units as follows:
- a. Studio unit: use the income limit for a one-person household.
 - b. One-bedroom unit: use the income limit for a two-person household.
 - c. Two-bedroom unit: use the income limit for a three-person household.
 - d. Three-bedroom unit: use the average income limit for a four-person household

The permitted rental amount includes the following:

- a. Use and occupancy of the Unit and the associated land and facilities;
 - b. Any separately charged fees and service charges assessed by Junction Commons, which are required by all tenants but is not to include security deposits;
 - c. Unless subject to Section 4 below, utilities including garbage collection, sewer, water, electricity, gas and other heating, cooking, and refrigeration fuels but not to include telephone service, cable television, or high-speed modem; and
 - d. Possessory interest taxes or other fees and charges assessed for use of the associated land and facilities by a public or private entity other than Junction Commons.
4. Utility Allowance: If the Unit tenant pays all or some of the utilities, a “utility allowance” shall be determined and maximum rents identified in Exhibit C shall be reduced by the amount of the utility allowance. The utility allowance shall initially be determined by a qualified third-party rater who shall estimate charges for garbage collection, sewer, water, electricity, gas and other heating, cooking, and refrigeration fuels for each Unit based upon a complete set of building plans presented to him or her by Junction Commons. The County shall approve the third-party rater and the utility allowance. In subsequent years, commencing in the year following the first

EXHIBIT A.18

complete year of occupancy, Junction Commons shall provide copies of actual billings for utility providers for at least five occupied Units to the County so that a new annual utility allowance can be determined and set.

5. **Employment Priorities:** It is the public policy of the County to house employees as close to the workplace as possible, thereby reducing traffic and congestion. Since Junction Commons is providing on-site moderate income/workforce housing, occupancy of such housing shall be on a priority basis as follows:
 - a. **First Priority:** Individuals and households meeting income limits with at least one person employed by a business located within the Junction Commons development.
 - b. **Second Priority:** Individuals and households meeting income limits with at least one person employed at a business located south of Interstate 80 and west of Highway 224 in Kimball Junction.
 - c. **Third Priority:** Individuals and households meeting income limits with at least one person employed at a business located south of Interstate 80 and east of Highway 224 in Kimball Junction.
 - d. **Fourth Priority:** Individuals and households meeting income limits with at least one person employed at a business located in Summit County.
 - e. **Fifth Priority:** Individuals and households meeting income limits.
6. **Advertising Vacancies:** At the time of initial occupancy, Junction Commons shall advertise for qualified tenants for a period of not less than thirty (30) days and shall thereafter fill the Units in accordance with the above priorities from the list of qualified tenants then available. Upon the occurrence of a vacancy, Junction Commons shall review its wait list of qualified tenants (and may advertise for qualified tenants if necessary, to obtain a qualified tenant). If a qualified tenant for the First Priority is not located at the time of a vacancy Junction Commons shall accept the next highest priority potential tenant available at that time. Upon a showing of undue hardship on an individual or household formerly employed by a business in the First, Second, Third, or Fourth Priority and upon the County's consent, Junction Commons may choose to renew a rental agreement for a term not to exceed one (1) year.
7. **Reporting and compliance:** Junction Commons shall provide a monthly rent roll showing each tenants' name, Unit occupied, rent charged, household gross income, name and location of employment, term of lease and other information related to eligibility requested by the County from time-to-time. All lease terms shall be for a minimum of six (6) months. The County shall have the right to audit Junction Commons's tenant files at least annually upon ten days advanced written notice to Junction Commons.
8. **Monitoring and Stewardship Fee:** Commencing January 1, 20__ and annually thereafter Junction Commons shall pay the sum of \$500.00 to the County as a monitoring and stewardship fee. The amount shall increase 3% annually thereafter without notice and continuing until sixty (60) years from the date of the Certificates of Occupancy for the Property.
9. **Deed Restrictions:** Prior to receiving a certificate of occupancy on the Property, deed restrictions shall be recorded against each of the Units with terms consistent with this Agreement.
10. **Condominium Conversion:** In the event Junction Commons desires to convert the Units to condominiums, this Agreement shall be amended.

EXHIBIT A.19

11. Exhibits: The parties understand and agree that Exhibit C and Exhibit D to this Agreement are based upon 2026 HUD AMI which is annually updated by the Department of Housing and Urban Development and as such Exhibit C and Exhibit D shall be amended annually to reflect changes in AMI.
12. Term: The term of this Agreement shall be for 60 years from the date of the issuance of the Certificate of Occupancy for the Units.
13. Recordation of Agreement: Upon execution, this Agreement shall be recorded in the office of the Recorder of Summit County.
14. Notices: All notices required to be sent under this Agreement shall be sent to:

Junction Commons _____

Attn:

Summit County, Utah
Office of Economic Development
PO Box 128
60 North Main
Coalville, Utah 84017
Attn: Jeffrey B. Jones

15. Entire Agreement: This Agreement represents the entire agreement between the parties and shall only be amended or modified by a written agreement signed by the parties hereto.
16. Binding Agreement: This Agreement shall be binding upon the successors and assigns of the parties hereto. Either party may assign its rights and obligations under this Agreement with 30-days advance written notice to the other party.

Signatures appear on next page

EXHIBIT A.20

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by the parties' respective duly authorized officers.

JUNCTION COMMONS [] SUMMIT COUNTY, UTAH

Manager

Date: _____

Summit County Manager

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A.22

EXHIBIT B

RECORDED SITE PLAN

EXHIBIT C

2026 INCOME QUALIFICATION TABLE

EXHIBIT D

2026 MAXIMUM PERMITTED MONTHLY RENTS INCLUDING UTILITIES BY MEDIAN INCOME



TO: Summit County Board of Equalization
 FROM: Summit County Auditor Office, Clerk of the Board of Equalization
 DATE: April 1, 2026
 RE: 2026 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)

2026 New Applications for Property Tax Exemption submitted:

App #	Applicant	Parcel ID	Account #	Property Use
1	Lambert Lane Village Association	VLL-A	0478736	Charitable
2	Daily Church	PC-72	0024855	Religious
3	The Church of Jesus Christ of Latter Day	SS-2326	0441512	Religious
		SS-2327	0441529	Religious
		SS-2328	0441505	Religious
4	Ivory Innovations	FC-3-311-AM	0531798	Charitable
		FC-3-312-AM	0531806	Charitable
		FC-3-313-AM	0531813	Charitable
		FC-3-314-AM	0531820	Charitable
		FC-4-409	0535550	Charitable
		FC-4-410	0535567	Charitable
		FC-4-411	0535574	Charitable
		FC-4-412	0535581	Charitable

2026 Annual Statements for Continued Property Tax Exemption: see attached spreadsheet. Extensive efforts including courtesy letters, emails, and phone calls resulted in all previously exempt parcels that still qualify for exemption filing the annual form timely. There were 141 parcels that were exempt in 2025 that submitted Annual Continuation Statements for exemption in 2026.

New Exemption Application Information

1. Lambert Lane Village Association
 - a. Assessor, Attorney, and Auditor Offices recommend denial of this application.
 - i. The Subject Property is **vacant land** and there is no evidence in the property owner's application to suggest that it is exclusively used for either a charitable or educational purpose. Furthermore, Lambert Lane's own application states that the Subject Property "is not actively used for any purpose."
2. Daily Church
 - a. Assessor Office has no concern with property type and use, recommending approval. Applicant indicates the use of the property is exclusively for religious purposes.
 - b. Auditor & Attorney Offices have no concerns, recommending approval:
 - i. Application, entity documentation, finances, and other required documentation received, reviewed, and appear satisfactory.
3. The Church of Jesus Christ of Latter Day Saints
 - a. Assessor Office has no concern with property type and use, recommending approval. Applicant indicates the use of the property is exclusively for religious purposes.
 - b. Auditor & Attorney Offices have no concerns, recommending approval:
 - i. Application, entity documentation, finances, and other required documentation received, reviewed, and appear satisfactory.
4. Ivory Innovations
 - a. Assessor Office has no concern with property type and use, recommending approval. Applicants indicate the use of the property is exclusively for charitable purposes. Townhomes have been built on all eight subject properties and are being rented out as affordable housing.
 - b. Auditor & Attorney Offices have no concerns, recommending approval:
 - i. Application, entity documentation, finances, and other required documentation received, reviewed, and appear satisfactory.

Action Requested

- Convene as the Board of Equalization.
- Approve or Deny each new Application for Property Tax Exemption.
 - 1 – Lambert Lane Village Association
 - 2 – Daily Church
 - 3 – The Church of Jesus Christ of Latter Day Saints
 - 4 – Ivory Innovations
- Approve the continuation of Property Tax Exemption through 2026 for the 2025 Exempt Properties who properly and timely filed their Annual Statements.

Thank you for your time and consideration.

Chase Black
Chief Deputy Auditor

ANNUAL STATEMENT FOR EXEMPTION CONTINUATION SUBMISSIONS - Owner	Situs Address	Account #	Parcel ID	Partial Exemption?
B.P.O. ELKS	550 MAIN ST	0019665	PC-306	YES
BIG CANYON RANCH INC		0408892	BCR-AGR	
BIG CANYON RANCH INC		0087712	NS-75	
BIG CANYON RANCH INC	175 BIG CANYON LN	0088348	NS-80	
BOARD OF EDUCATION OF PARK CITY SCHOOL DISTRICT		0258677	SS-57-2-B-SCH-X	
BRIDGE21 PARK CITY CORP	7023 WOODS ROSE DR	0521876	ESSCVC-5	
CAMP OAKLEY LLC		0103360	CD-192-B	
CAMP OAKLEY LLC	2375 E SOUTH FORK CANYON RD	0103410	CD-195	
CAMP OAKLEY LLC		0252738	CD-195-A	
CAMP OAKLEY LLC		0107957	CD-391	
CAMP OAKLEY LLC	3402 E WEBER CANYON RD	0483242	SCLR-6A-1AM	
CAPITAL CHRISTIAN CENTER *Merger with Creekside Fellowship, resulting in name change	1400 BITNER RD	0401426	SCCP-1	
CATHOLIC DIOCESE OF SALT LAKE CITY REAL ESTATE CORPORATION	121 PARK AVE	0019590	PC-3	
CATHOLIC DIOCESE OF SALT LAKE CITY REAL ESTATE CORPORATION		0025126	PC-8	
CATHOLIC DIOCESE OF SALT LAKE CITY REAL ESTATE CORPORATION		0335335	PP-21-3-A-1	
CATHOLIC DIOCESE OF SALT LAKE CITY REAL ESTATE CORPORATION	1505 W WHITE PINE CANYON RD	0239651	PP-21-A	
CENTER OF EXCELLENCE PROPERTIES LLC	1 VICTORY LN	0461976	IHPCMC-3-2AM	
CHRISTIAN CENTER OF PARK CITY	1283 DEER VALLEY DR	0309983	DVD-1	
CHURCH OF JESUS CHRIST L.D.S.	4219 S BENCH CREEK RD	0150908	CD-2216	
CHURCH OF JESUS CHRIST OF LDS	20 SOUTH 300 EAST	0013304	KT-71	
COALVILLE CAMP DAUGHTERS OF UT PIONEERS		0332555	CT-74	
COMMUNITY FOR CHILDRENS JUSTICE	5870 SILVER SUMMIT PKWY	0386338	SS-48-1-B-1	
COMMUNITY WIRELESS OF PARK CITY INC	460 SWEDE ALLEY #200	0464470	MAR-SWED-200-AM	
CORP OF BISHOP OF LDS CHURCH	1899 KEARNS BLVD	0309603	PC-SEM-1	
CORP OF PRES BISHOP LDS CHURCH	2455 E CHALK CREEK RD	0257679	NS-1135	
CORP OF PRES BISHOP LDS CHURCH	1224 W SR 32	0233423	OT-400-229-C-CHURCH	
CORP OF PRES BISHOP OF CHURCH OF LDS	3010 W LOWER SADDLEBACK RD	0287007	SS-1-A-5	
CORP OF PRES BISHOP OF LDS CHURCH	40 N MAIN ST	0000624	CT-148	
CORP OF PRES BISHOP-LDS CHURCH	3038 N STATE RD 32	0106363	CD-377	
CORP OF PRES BISHOP-LDS CHURCH		0108690	CD-430	
CORP OF PRES BISHOP-LDS CHURCH	2451 N 2000 EAST	0108765	CD-431-1	
CORP OF PRES BISHOP-LDS CHURCH	2555 W KILBY RD	0176457	PP-53-A	
CORP OF PRESIDING BISHOP LDS CHURCH	387 W FRONTIER LN	0462094	FF-2	
CORP OF PRESIDING BISHOP OF LDS CHURCH	30899 OLD LINCOLN HWY	0463888	CHVW-2-AM	
CORP OF THE PRESIDING BISHOP LDS CHURCH	510 E SILVER SUMMIT PKWY	0412233	SSCS-A-1	
CORP PRES BISHOP L D S CHURCH	100 W CENTER ST	0218515	KT-266-A	
CORP PRES BISHOP LDS CHURCH	1095 S HOYTSTVILLE RD	0257695	NS-549	
CORP PRES BISHOP LDS CHURCH		0257703	NS-551	
CORP PRES BISHOP LDS CHURCH	2300 MONITOR DR	0038657	PCA-2-2305	
CORP PRES BISHOP,LDS CHURCH		0232151	KT-266-B	
CORP PRESIDING BISHOPRIC	15188 N CHURCH RD	0267892	SS-BDY-18	
CORPORATION OF EPISCOPAL CHURCH IN UTAH	4595 N SILVER SPRINGS DR	0416408	SPR-7-2AM	
CORPORATION OF PRES BISH CHURCH OF LDS		0127245	CD-764-C	
CORPORATION OF PRES BISHOP OF LDS CHURCH	2150 SOUTH 50 WEST	0081426	NS-175	
CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS		0108732	CD-431-B-1	
CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS		0053979	PP-62-A	
CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS		0053995	PP-63	
CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS	708 N MAIN ST	0477012	WBCE-25	
CORPORATION PRESIDING BISHOP LDS CHURCH		0197016	MLA-19	
DAUGHTERS OF UT PIONEERS		0277933	HT-33	
DAUGHTERS UTAH PIONEERS	91 W CENTER ST	0013601	KT-97	
ECHO COMMUNITY & HISTORICAL ORGANIZATION		0220149	NS-910	
ECHO COMMUNITY AND HISTORICAL ORGAN INC	3455 S ECHO RD	0320089	NS-908	
ELK MEADOWS APARTMENTS PARK CITY LLC	2627 W KILBY RD	0278105	HIP-1	
FIRST CHURCH OF CHRIST SCIENTIST PC	605 MAIN ST #205	0231435	PHC-205	
FIRST CHURCH OF CHRIST SCIENTIST PRK CTY	605 MAIN ST #201	0231393	PHC-201	
FRANCIS DAUGHTERS OF UTAH PIONEERS	52 W 2200 S	0380547	FT-41-DUP	

HABITAT FOR HUMANITY OF SUMMIT AND WASATCH COUNTIES UTAH INC	1351 VILLAGE GREEN TRL	0535226	SCVC-83-15	
HABITAT FOR HUMANITY OF SUMMIT AND WASATCH COUNTIES UTAH INC	1357 VILLAGE GREEN TRL	0535233	SCVC-83-16	
HABITAT FOR HUMANITY OF SUMMIT AND WASATCH COUNTIES UTAH INC	1361 VILLAGE GREEN TRL	0535240	SCVC-83-17	
HABITAT FOR HUMANITY OF SUMMIT AND WASATCH COUNTIES UTAH INC	1365 VILLAGE GREEN TRL	0535257	SCVC-83-18	
HABITAT FOR HUMANITY OF SUMMIT AND WASATCH COUNTIES UTAH INC	1369 VILLAGE GREEN TRL	0535264	SCVC-83-19	
HABITAT FOR HUMANITY OF SUMMIT AND WASATCH COUNTIES UTAH INC	1373 VILLAGE GREEN TRL	0535271	SCVC-83-20	
HABITAT FOR HUMANITY OF SUMMIT AND WASATCH COUNTIES UTAH INC	1379 VILLAGE GREEN TRL	0535288	SCVC-83-21	
HABITAT FOR HUMANITY OF SUMMIT AND WASATCH COUNTIES UTAH INC	1383 VILLAGE GREEN TRL	0535295	SCVC-83-22	
HABITAT FOR HUMANITY OF SUMMIT AND WASATCH COUNTIES UTAH INC	1387 VILLAGE GREEN TRL	0535303	SCVC-83-23	
HABITAT FOR HUMANITY OF SUMMIT AND WASATCH COUNTIES UTAH INC	1391 VILLAGE GREEN TRL	0535310	SCVC-83-24	
HOYTSTVILLE CORP OF LDS CHURCH		0317424	NS-548	
IHC HEALTH SERVICES INC	650 ROUND VALLEY DR	0464502	IHPCMC-10-2AM	
IHC HEALTH SERVICES INC	900 ROUND VALLEY DR	0461952	IHPCMC-1-2AM	YES
IHC HEALTH SERVICES INC	700 ROUND VALLEY DR	0493760	IHPCMC-8-3AM	
KAMAS BIBLE CHURCH	258 NORTH 100 WEST	0010979	KT-195	
KAMAS BIBLE CHURCH	280 NORTH 100 WEST	0010995	KT-196	
LDS CHURCH	14011 E WEBER CANYON RD	0127237	CD-764-B	
LDS CHURCH	148 ASPEN VIEW CAMPGROUND RD	0145932	SS-139	
LDS CHURCH TAX DIVISION	5046 E WEBER CANYON RD	0113518	CD-683	
LDS CHURCH TAX DIVISION RE:533-0157	5589 N STATE RD 32	0114557	CD-96	YES
MOUNTAIN LIFE EVANGELICAL FREE CHURCH	7328 PINE RIDGE DR	0311062	PB-PR-50	
MOUNTAIN LIFE EVANGELICAL FREE CHURCH	7375 N SILVER CREEK RD	0362883	SS-33-B-2-A	
MOUNTAIN TRAILS FOUNDATION INC	5792 N HIGHLAND DR	0530106	SMS-P1-AM	
MOUNTAINLANDS COMMUNITY HOUSING ASSOC	530 SOUTH 70 EAST	0284517	MVK-19	
MOUNTAINLANDS COMMUNITY HOUSING ASSOC	540 SOUTH 70 EAST	0289227	MVK-20	
MOUNTAINLANDS COMMUNITY HOUSING ASSOC	540 SOUTH 80 EAST	0289235	MVK-21	
MOUNTAINLANDS COMMUNITY HOUSING ASSOCIATION	MOUNTAIN ALDER WAY	0507364	SCVC-9-2	
MOUNTAINLANDS COMMUNITY HOUSING ASSOCIATION	270 DALY AVE	0301592	WM-2	
MOUNTAINLANDS COMMUNITY HOUSING ASSOCIATION	260 DALY AVE	0218291	WM-3	
MOUNTAINLANDS COMMUNITY HOUSING ASSOCIATION	250 DALY AVE	0218309	WM-4	
MOUNTAINLANDS COMMUNITY HOUSING ASSOCIATION	240 DALY AVE	0218317	WM-5	
MOUNTAINLANDS COMMUNITY LAND TRUST	315 RIVER BLUFFS DR	0484067	RIVBLF-B-47	
MOUNTAINLANDS COMMUNITY LAND TRUST	329 RIVER BLUFFS DR	0484074	RIVBLF-B-48	
MOUNTAINLANDS COMMUNITY LAND TRUST	1581 UTE BLVD	0479979	VKJ-SPA-1D	YES
MOUNTAINLANDS COMMUNITY LAND TRUST	4270 W SUNRISE DR	0444009	WPL-44-AM	
MOUNTAINLANDS COMMUNITY LAND TRUST	4264 W SUNRISE DR	0444016	WPL-45-AM	
MOUNTAINLANDS COMMUNITY LAND TRUST	4258 W SUNRISE DR	0444023	WPL-46-AM	
MOUNTAINLANDS COMMUNITY LAND TRUST	4252 W SUNRISE DR	0444030	WPL-47-AM	
MOUNTAINLANDS HOUSING PARTNERS LP	2200 MONITOR DR	0038624	PCA-2-2302	
MOUNTAINLANDS HOUSING PARTNERS LP	2200 MONITOR DR	0038665	PCA-2-2306	
NATIONAL ABILITY CENTER	1000 ABILITY WAY	0493784	NACS-1	
NUZZLES & CO	6466 N HIGH VIEW RD	0181630	SS-67-9	
NUZZLES & CO PET RESCUE AND ADOPTION		0182638	CD-36-1	
PARK CITY COMM UNITED METHODIST CHURCH	4419 N EAST SAWMILL RD	0283204	SMIL-I-28	
PARK CITY COMMUNITY UNITED METHODIST CHURCH	4501 N HIGHWAY 224	0218895	PP-116-E	
PARK CITY DAY SCHOOL	3160 W PINEBROOK RD	0269146	PP-43-A-4-A	
PARK CITY DAY SCHOOL	3120 W PINEBROOK RD	0270110	PP-43-A-4-B	
PARK CITY DAY SCHOOL		0297873	PP-43-A-4-C	
PARK CITY HISTORICAL SOCIETY INC THE	2079 SIDEWINDER DR	0044903	PSA-16-A	
PARK CITY HISTORICAL SOCIETY, THE		0301857	PCA-25-B-X	
PARK CITY JEWISH CENTER INC	3700 BROOKSIDE CT	0441891	BSE-1-2AM	
PARK CITY SKI EDUCATIONAL FOUNDATION	1415 LOWELL AVE #CS8	0245666	RCC-1B-CS-8	
PARK CITY TOTS INC	1850 SIDEWINDER DR #410	0340244	PCSM-410	
PARKSIDE PARK CITY LIMITED PARTNERSHIP	1776 E KEARNS BLVD	0220842	PCA-2-2307	
PARKSIDE PARK CITY LIMITED PARTNERSHIP	1776 E KEARNS BLVD	0249841	PCA-2-2307-A	
PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS		0217053	CD-431-1-M	
RECYCLE UTAH		P970353		
ROMAN CATHOLIC BISHOP OF SALT LAKE CITY	2610 ASPEN SPRINGS DR	0279681	ASR-II-R-2	YES
SAVE OUR STAGE FOUNDATION	328 MAIN ST	0339030	EGYPT-A	

SAVE OUR STAGE FOUNDATION	333 MAIN ST #C1	0491346	PCOMC-C1-1AM
SHEPHERD OF THE MOUNTAINS LUTHERAN CHURCH	4051 N HWY 224	0176614	PP-102-D-2-CD
SUMMIT COUNTY CLUBHOUSE HOME LLC	6304 N HIGHLAND DR	0133441	HE-B-232
SUMMIT LAND CONSERVANCY	1887 GOLD DUST LN #101	0371413	GDP-101
SUMMIT LAND CONSERVANCY		0104509	OTBV-260
SUMMIT LAND CONSERVANCY		0216881	OTBV-260-N
SUMMIT LAND CONSERVANCY		0315931	OTBV-260-O
SUMMIT STAKE SEMINARY	96 EAST 100 SOUTH	0003974	CT-47
UTAH ATHLETIC FOUNDATION		0465187	KJS-6-1AM
UTAH ATHLETIC FOUNDATION		0332647	PP-62-3-UAF
UTAH ATHLETIC FOUNDATION		0344360	PP-62-4
UTAH ATHLETIC FOUNDATION	2855 OLYMPIC PKWY	0483590	PP-62-KJS
UTAH ATHLETIC FOUNDATION	3419 OLYMPIC PARKWAY	0274971	PP-63-A
UTAH ATHLETIC FOUNDATION		0054035	PP-65-A
UTAH OPEN LANDS CONSERVATION ASSOCIATION		0150700	CD-2201
VALUE INNOVATION FRANCIS COMMONS LLC	186 GRASSY KNOLLS PATH	0535473	FC-4-401
VALUE INNOVATION FRANCIS COMMONS LLC	180 GRASSY KNOLLS PATH	0535480	FC-4-402
VALUE INNOVATION FRANCIS COMMONS LLC	176 GRASSY KNOLLS PATH	0535497	FC-4-403
VALUE INNOVATION FRANCIS COMMONS LLC	170 GRASSY KNOLLS PATH	0535505	FC-4-404
VALUE INNOVATION FRANCIS COMMONS LLC	160 GRASSY KNOLLS PATH	0535512	FC-4-405
VALUE INNOVATION FRANCIS COMMONS LLC	154 GRASSY KNOLLS PATH	0535529	FC-4-406
VALUE INNOVATION FRANCIS COMMONS LLC	150 GRASSY KNOLLS PATH	0535536	FC-4-407
VALUE INNOVATION FRANCIS COMMONS LLC	144 GRASSY KNOLLS PATH	0535543	FC-4-408
WEILENMANN SCHOOL OF DISCOVERY	4199 W KILBY RD	0231088	PP-38-C-1
WINTER SPORTS SCHOOL IN PARK CITY	4251 SHADOW MOUNTAIN DR	0218879	PP-102-K
Total		141	

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

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
REGARDING REQUEST BY LAMBERT LANE VILLAGE ASSOCIATION
FOR A RELIGIOUS, CHARITABLE OR EDUCATIONAL
PROPERTY TAX EXEMPTION FOR TAX YEAR 2026**

This matter came before the Board of Equalization of Summit County ("Board") on a request by Lambert Lane Village Association ("Lambert Lane") for a property tax exemption under UCA § 59-2-1101 for tax year 2026.

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 April 1, 2026, adopting a motion to DENY Lambert Lane's request for a property tax exemption with that decision to become final following the adoption of these findings and conclusions. In support of that decision, the Board adopts the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

- 1) Lambert Lane is a 501(c)(3) non-profit corporation organized under the provisions of Utah's Non-profit Corporation and Cooperative Association Act. According to Lambert Lane's Amended Articles of Incorporation, each lot owner is a member of the corporation and its purpose is organized "exclusively for charitable, religious, education and scientific purposes." There is no further evidence as to what Lambert Lane's charitable, religious or educational and/or scientific purposes are.
- 2) Lambert Lane is the record owner of the property, which is the subject of this tax exemption application. The property under consideration is Summit County Parcel VLL-

A, an 8.50 acre lot located within The Village at Lambert Lane Subdivision located in Francis and recorded on or about October 26, 2011 (the “Subject Property”). The Subject Property is broken up into different areas on the plat and is identified on the plat as “Delineated Wetland Area.” The Subject Property is vacant land.

- 3) The remaining lots within The Village at Lambert Lane Subdivision consist of single family homes owned not by Lambert Lane, but by individual property owners.
- 4) According to Lambert Lane’s application, they claim that the Subject Property is exclusively used for “charitable purposes” and “educational purposes,” stating that:

[t]his property is protected wetland that benefits the entire communitiy [sic], beyond those HOA members funding its mantainance [sic]. The majoity [sic] of those expenses are in the form of property taxes. Exemption from these taxes would create a significant opertational [sic] advantage that support long-term viability of our organization. There are no structures/buildings, personal properly [sic], agricultural/commercial or other economic activity that occur on this parcel. This parcel (and the applicant organization) soley [sic] exist for the environmental benefitt [sic] of the larger community.

Elsewhere in the application, it states that the Subject Property “is not actively used for any purpose. It is protected wetlands and foot traffic is restricted. This has been the case since the parcel was estrablished [sic] in 2011.”

- 5) Lambert Lane has requested a property tax exemption for the Subject Property under UCA § 59-2-1101(1)(a).

BASED on the totality of facts and circumstances presented by the evidence and the entire record considered as part of the decision regarding this request for property tax exemption, the Board renders the following Conclusions of Law:

CONCLUSIONS OF LAW

- 1) UCA § 59-2-1101(3)(d) provides

The following property is exempt from taxation: . . . property owned by a nonprofit entity which is used exclusively for religious, charitable, or educational purposes; . . .

- 2) The Utah Supreme Court has repeatedly held that this exemption is to be “strictly construed” because “[a] liberal construction of exemption provisions results in the loss of a major source of municipal revenue and places a greater burden on nonexempt taxpayers.” Utah County v. Intermountain Health Care, Inc., 709 P.2d 265, 268 (Utah 1985).
- 3) Utah Administrative Rule R884-24P-40(3) provides additional guidance regarding the eligibility of vacant land for a property tax exemption as follows: (3) Vacant land which is not actively used by the religious organization, is not deemed to be devoted exclusively to religious purposes, and is therefore not exempt from property taxes. (a) Vacant land which is held for future development or utilization by the religious organization is not deemed to be devoted exclusively to religious purposes and therefore not tax exempt. (b) Vacant land is tax exempt after construction commences or a building permit is issued for construction of a structure or other improvements used exclusively for religious purposes.
- 4) The Subject Property is vacant land and there is no evidence in the record to suggest that it is exclusively used for either a charitable or educational purpose, as indicated on Lambert Lane’s application for an exemption. Furthermore, Lambert Lane’s own application states that the Subject Property “is not actively used for any purpose.” As such, Lambert Lane has not demonstrated that the Subject Property is used exclusively for any of the exemptions identified by statute or the Utah Constitution.

This is the final administrative decision of the Summit County Board of Equalization. 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 County Auditor within 30 days as set forth in UCA § 59-2-1101(9) and § 59-2-1006.

DATED this ____ day of _____, 2026

BOARD OF EQUALIZATION
OF SUMMIT COUNTY

BY: _____

Chair

ATTEST:

Chase Black, Chief Deputy County Auditor
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**

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
REGARDING REQUEST BY DAILY CHURCH FOR A RELIGIOUS, CHARITABLE
OR EDUCATIONAL PROPERTY TAX EXEMPTION
FOR TAX YEAR 2026**

This matter came before the Board of Equalization of Summit County ("Board") on a request by Daily Church ("Daily Church") for a property tax exemption under Utah Code §59-2-1101 for tax year 2026.

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 April 1, 2026 adopting a motion to GRANT Daily Church's request for a property tax exemption with that decision to become final following the adoption of these findings and conclusions. In support of that decision, the Board adopts the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

- 1) The property that is the subject of this request is Summit County Tax Parcel PC-72, a .05 acre parcel located on Park Avenue in Park City (the "Subject Property"). Located on the Subject Property is a two-story building used as the "primary sanctuary for religious worship, prayer meetings, and congregational gatherings," as described on Daily Church's application for a tax exemption. Daily Church states that the Subject Property is used exclusively for this purpose.
- 2) The Subject Property is owned by Park City Chapel, LLC, who acquired ownership of the Subject Property from the Corporation of the Episcopal Church in Utah on or about

December 31, 2025.

- 3) Park City Chapel, LLC, is a Utah limited liability company organized under Utah's Limited Liability Company Act. Daily Church is a 501(c)(3) nonprofit organized under Utah's Revised Nonprofit Corporation Act, whose purpose is "to provide a dedicated sanctuary of peace, prayer, and healing in Jesus' name for the Daily Church and the Park City community." According to Park City Chapel LLC's Operating Agreement, Daily Church, the applicant, is the sole member of Park City Chapel LLC and all net earnings and profits of Park City Chapel, LLC are received by Daily Church, the non-profit entity.
- 4) Daily Church has requested a property tax exemption under UCA § 59-2-1101 for the Subject Property.

BASED on the totality of facts and circumstances presented by the evidence and the entire record considered as part of the decision regarding this request for property tax exemption, the Board renders the following Conclusions of Law:

CONCLUSIONS OF LAW

- 1) UCA § 59-2-1101(3)(a)(iv) provides:

The following property is exempt from taxation: . . . property owned by a nonprofit entity used exclusively for religious purposes, charitable purposes, or educational purposes; . . .

- 2) The Utah Supreme Court has repeatedly held that this exemption is to be "strictly construed" because "[a] liberal construction of exemption provisions results in the loss of a major source of municipal revenue and places a greater burden on nonexempt taxpayers." Utah County v. Intermountain Health Care, Inc., 709 P.2d 265, 268 (Utah 1985).

- 3) “Nonprofit entity” includes an entity that is treated as a disregarded entity or federal income tax purposes and wholly owned by, and controlled under the direction of, a nonprofit entity and for which none of the net earnings and profits entity inure to the benefit of any person other than a nonprofit entity. *See* Utah Code §59-2-1101(1)(g).
- 4) Daily Church is the sole member of Park City Chapel, LLC and all earnings and profits of Park City Chapel, LLC benefit only the nonprofit entity, Daily Church. As a disregarded entity, Daily Church meets the definition of a “nonprofit entity” pursuant to Utah Code §59-2-1101(1)(g).
- 5) Park City Chapel, LLC is the owner of the Subject Property.
- 6) Black’s Law Dictionary defines “religious” as the worship of a supernatural or superior being. Black’s Law Dictionary, 5th ed., page 1161.
- 7) Daily Church is a religious organization which worships a “supernatural or superior being” and is recognized under the laws of the State of Utah as a non-profit entity.
- 8) As such, the Board finds that 100% of the Subject Property is owned by Park City Chapel, LLC and used exclusively for religious purposes.

This is the final administrative decision of the Summit County Board of Equalization. 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 County Auditor within 30 days as set forth in UCA § 59-2-1101(9) and § 59-2-1006.

DATED this ____ day of _____, 2026

BOARD OF EQUALIZATION
OF SUMMIT COUNTY

BY: _____

Chair

ATTEST:

Chase Black, Chief Deputy County Auditor
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**

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
REGARDING REQUEST THE CHURCH OF JESUS CHRIST OF LATTER DAY
SAINTS FOR A RELIGIOUS, CHARITABLE OR EDUCATIONAL PROPERTY TAX
EXEMPTION FOR TAX YEAR 2026**

This matter came before the Board of Equalization of Summit County ("Board") on a request by the Church of Jesus Christ of Latter Day Saints ("LDS Church") for a property tax exemption under UCA § 59-2-1101 for tax year 2026.

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 April 1, 2026, adopting a motion to GRANT the LDS Church's request for a property tax exemption with that decision to become final following the adoption of these findings and conclusions. In support of that decision, the Board adopts the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

- 1) The properties that are the subject of this request are Summit County Tax Parcel SS-2327, a 260 acre parcel, SS-2328, a 220 acre parcel, SS-2326, an 81.12 acre parcel (together the "Subject Properties"). The Subject Properties are located off of Highway 150, the Mirror Lake Highway, along S. Bear River East Fork. The LDS Church acquired the Subject Properties from Crosswood of the West Council, Inc., Boy Scouts of America on or about December 10, 2025.
- 2) According to a statement submitted by the LDS Church, it intends to use the Subject Properties for the following purpose:

A Church Recreational Camp is available for church members to use for organized or family camping activities. These camps are open and available to use during the months that weather permits access and use. Various church groups camp for 2 – 5 days during a week and on weekends. These camping locations are provided for the members to see and experience the natural beauty that our Heavenly Father has provided to us and help members grow closer to Him. These facilities also help members disconnect from their day to day lives and help youth build friendships, develop leadership skills, become more self-reliant and learn to respect and protect the environment.

- 3) The LDS Church has requested a property tax exemption under UCA § 59-2-1101 for the Subject Properties.

BASED on the totality of facts and circumstances presented by the evidence and the entire record considered as part of the decision regarding this request for property tax exemption, the Board renders the following Conclusions of Law:

CONCLUSIONS OF LAW

- 1) UCA § 59-2-1101(3)(a)(iv) provides:

The following property is exempt from taxation: . . . property owned by a nonprofit entity used exclusively for religious purposes, charitable purposes, or educational purposes; . . .

- 2) The Utah Supreme Court has repeatedly held that this exemption is to be “strictly construed” because “[a] liberal construction of exemption provisions results in the loss of a major source of municipal revenue and places a greater burden on nonexempt taxpayers.” Utah County v. Intermountain Health Care, Inc., 709 P.2d 265, 268 (Utah 1985).
- 3) The LDS Church is the owner of the Subject Properties.
- 4) Black’s Law Dictionary defines “religious” as the worship of a supernatural or superior being. Black’s Law Dictionary, 5th ed., page 1161.

- 5) The LDS Church is a religious organization which worships a “supernatural or superior being” and is recognized under the laws of the State of Utah as a non-profit entity.
- 6) As such, the Board finds that 100% of the Subject Properties are owned by the LDS Church and used exclusively for religious purposes.

This is the final administrative decision of the Summit County Board of Equalization. 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 County Auditor within 30 days as set forth in UCA § 59-2-1101(9) and § 59-2-1006.

DATED this ____ day of _____, 2026

BOARD OF EQUALIZATION
OF SUMMIT COUNTY

BY: _____

Chair

ATTEST:

Chase Black, Chief Deputy County Auditor
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**

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
REGARDING REQUEST BY IVORY INNOVATIONS FOR A RELIGIOUS,
CHARITABLE OR EDUCATIONAL PROPERTY TAX EXEMPTION
FOR TAX YEAR 2026**

This matter came before the Board of Equalization of Summit County ("Board") on a request by Ivory Innovations ("Ivory") for a property tax exemption under Utah Code §59-2-1101 for tax year 2026.

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 April 1, 2026, adopting a motion to GRANT Ivory's request for a property tax exemption with that decision to become final following the adoption of these findings and conclusions. In support of that decision, the Board adopts the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

- 1) Ivory is a nonprofit 501(c)(3) organization, which was organized in 2020 under Utah's Revised Nonprofit Corporation Act. Its purpose is to find, support, and provide solutions to housing affordability and sustainability.
- 2) Value Innovation Francis Commons, LLC ("Value Innovation"), is a Utah limited liability company organized under Utah's Limited Liability Company Act.
- 3) According to Value Innovation's Operating Agreement, Ivory Innovations, is the sole member of Value Innovation.
- 4) All net earnings and profits of Value Innovation are received by Ivory, the non-profit

entity.

- 5) Pursuant to UCA §10-21-201, municipalities are required to include a moderate-income housing element in the General Plan and municipalities are under an obligation to provide a realistic opportunity to meet the need for additional moderate-income housing.
- 6) On or about November 28, 2023, Ivory recorded the Francis Commons Subdivision Phase 3 Plat where four properties that are the subject of this property tax exemption request are located (said plat was subsequently amended on March 8, 2024). Those four properties are now identified as Summit County Tax Ids: FC-3-311-AM, FC-3-312-AM, FC-3-313-AM, and FC-3-314-AM).
- 7) On or about October 17, 2024, Ivory recorded the Francis Commons Subdivision Phase 4 Plat where four additional properties that are the subject of this property tax exemption request are located. Those four properties are identified as Summit County Tax Ids: FC-4-409, FC-4-410, FC-4-411, and FC-4-412).
- 8) All eight of properties, FC-3-311-AM, FC-3-312-AM, FC-3-313-AM, FC-3-314-AM, FC-4-409, FC-4-410, FC-4-411, and FC-4-412 together are referred to herein as the “Subject Properties.”
- 9) Townhomes have been constructed on each of the Subject Properties and, pursuant to Ivory’s charitable purpose, they are slated for affordable housing. Ivory’s plan for the Subject Properties is to rent them at or below Summit County’s Area Median Income.

BASED on the totality of facts and circumstances presented by the evidence and the entire record considered as part of the decision regarding this request for property tax exemption, the Board renders the following Conclusions of Law:

CONCLUSIONS OF LAW

- 1) Utah Code §59-2-1101(3)(d) provides

The following property is exempt from taxation: . . . property owned by a nonprofit entity which is used exclusively for religious, charitable, or educational purposes; . . .

- 2) “Nonprofit entity” includes an entity that is treated as a disregarded entity or federal income tax purposes and wholly owned by, and controlled under the direction of, a nonprofit entity and for which none of the net earnings and profits entity inure to the benefit of any person other than a nonprofit entity. *See* Utah Code §59-2-1101(1)(g).
- 3) Ivory is the sole member of Value Innovation and all earnings and profits of Value Innovation benefit only the nonprofit entity, Ivory. As a disregarded entity, Value Innovation meets the definition of a “nonprofit entity” pursuant to Utah Code §59-2-1101(1)(g).
- 4) Utah County v. Intermountain Health Care, Inc., 709 P.2d 265 (Utah 1985) holds that a charitable purpose can be established in one of two ways; either by providing a service that the government has undertaken or would otherwise be required to perform (thus constituting a “quid pro quo” for essential services) or by providing a community gift.
- 5) Here, Ivory satisfies Intermountain Health Care, Inc. Francis Town is mandated by Utah State law to provide a realistic opportunity to meet the need for additional moderate-income housing. Value Innovation, a disregarded entity, serves to further the mission of its parent nonprofit, Ivory, whose purpose is to provide affordable housing. As such, it performs a function that Francis Town is mandated by law to perform and has demonstrated a “quid pro quo” charitable purpose.

- 6) Likewise, the community gift test is satisfied. Per Internal Revenue Service Low-Income Housing Guidelines, organizations that provide low-income housing are deemed to be “charitable organizations”. Ivory’s stated purpose is to provide affordable housing and it seeks to provide affordable housing on the Subject Properties at or below Summit County’s Area Median Income.
- 7) In addition to the community gift, state law further requires the property be used “exclusively” for charitable purposes. Parker v. Quinn, 23 Utah 332, 64 P. 961 (1901); Salt Lake Lodge No. 85 v. Groesbeck, 40 Utah 1, 120 P. 192 (1911), *overruled on other grounds*, Loyal Order of Moose #259 v. County Board of Equalization, 657 P.2d 257 (Utah 1982).
- 8) Townhomes have been built on the Subject Properties and they are to be rented at or below Summit County’s Area Median Income, pursuant to Ivory’s charitable purpose.
- 9) As such, the Board finds that 100% of the Subject Property owned by Ivory is used exclusively for charitable purposes to provide affordable housing to the residents of Francis Town.

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 County Auditor within 30 days as set forth in UCA § 59-2-1101(9) and § 59-2-1006.

DATED this ____ day of _____, 2026.

BOARD OF EQUALIZATION
OF SUMMIT COUNTY

BY: _____

Chair

ATTEST:

Chase Black, Chief Deputy County Auditor
Clerk to the Board of Equalization

APPROVED AS TO FORM:

Helen E. Strachan, Civil Deputy Attorney



PARK CITY FIRE DISTRICT

736 W Bitner Road, Park City, UT 84098
(435) 940-2500

March 17, 2026

Chair Canice Harte
60 N Main Street
Coalville UT 84017

Subject: Request for Restrictions on Fireworks and Open Burning

Dear Chair Canice Harte and Members of the Summit County Council,

As Fire Chief for the Park City Fire District, I am writing to formally request that the County Council implement restrictions on all fireworks and open burning activities within the Park City Fire District effective May 1, 2026, through October 31st, 2026.

This recommendation is based on the following critical factors:

1. **High Risk to Our Local Economy and Tourism:** A large-scale wildfire would have an immediate and devastating impact on Summit County's economy. Tourism is the lifeblood of our community, and any prolonged disruption—such as evacuations, trail closures, or poor air quality—would severely affect our businesses, workers, and reputation as a premier destination.
2. **Snowpack and Weather Conditions:** We are currently experiencing a persistent "snow drought," with local basins measuring well below 50% of their median snowpack. The National Weather Service suggests this will trigger an early cure (drying out) of mountain fuels, advancing the fire season into late spring. Additionally, a transition to an El Niño weather pattern, long-range forecasts are favoring above-average temperatures.
3. **Historic Conditions and Delayed Response Capabilities:** Historical patterns show that fire conditions can escalate rapidly in our region. Unfortunately, the mechanisms to enact restrictions often lag behind these changing conditions. A proactive restriction now provides the flexibility and preparedness necessary to respond effectively before risks reach a critical level.

Given these factors, I ask for the Council's support for me to ask the State Forester to implement temporary restrictions on fireworks and all forms of open burning. I ask for your support as only the State Forester has authority to close an area of an unincorporated county to the discharge of fireworks (See Utah Code § 15A-5-202.5(1)(b)(1.2)). Our primary obligation must be the safety of our residents, visitors, and the preservation of the natural and economic resources that make



Summit County unique. These restrictions would not include recreational burning as defined by the International Fire Code that meets the published requirements of PCFD and Summit County. Thank you for your attention to this important matter. I am available to discuss this recommendation further or to provide any additional information the Council may require.

Sincerely

A handwritten signature in black ink, appearing to read "Pete Emery", is written over a light grey rectangular background.

Pete Emery
Fire Chief
Park City Fire District



Canice Harte-Chair
Roger Armstrong-Vice Chair
Tonja B. Hanson
Megan McKenna
Christopher F. Robinson

[MONTH DAY], 2026

Jamie Barnes
Director, Utah Division of Forestry, Fire and State Lands
1594 West North Temple
Suite 3520
SLC Utah 84116

Re: Support for restrictions on fireworks and open burning in the unincorporated areas served by the Park City Fire District

Director Barnes,

As Chair of the Summit County Council, I write to express the Council's support of firework and open burn restrictions from the Utah State Forester. We support restricting all fireworks and open burning activities within the unincorporated areas of Summit County that fall within the boundaries of the Park City Fire District ("PCFD"). We request that these restrictions be implemented by May 1, 2026, and remain in place through October 31st, 2026.

This recommendation is based on the following critical factors:

1. **High Risk to Our Local Economy and Tourism:** A large-scale wildfire would have an immediate and devastating impact on Summit County's economy. Tourism is the lifeblood of our community, and any prolonged disruption—such as evacuations, trail closures, or poor air quality—would severely affect our businesses, workers, and reputation as a premier destination.
2. **Snowpack and Weather Conditions:** We are currently experiencing a persistent "snow drought," with local basins measuring well below 50% of their median snowpack. The National Weather Service suggests this will trigger an early cure (drying out) of mountain fuels, advancing the fire season into late spring. Additionally, a transition to an El Niño weather pattern, long-range forecasts are favoring above-average temperatures.
3. **Historic Conditions and Delayed Response Capabilities:** Historical patterns show that fire conditions can escalate rapidly in our region. Unfortunately, the mechanisms to enact restrictions often lag behind these changing conditions. A proactive restriction now provides the flexibility and preparedness necessary to respond effectively before risks reach a critical level.

60 North Main, P.O. Box 128, Coalville, UT 84017
Phone (435) 336-3025
countycouncil@summitcountyutah.gov

Given these factors, we respectfully request that the State Forester implement temporary restrictions on fireworks and all forms of open burning. Our primary obligation must be the safety of our residents, visitors, and the preservation of the natural and economic resources that make Summit County unique.

These restrictions would not include permitted fireworks shows and recreational burning as defined by the International Fire Code that meets the published requirements of PCFD and Summit County.

Thank you for your attention to this important matter.

Sincerely,

Canice Harte
Chair
Summit County Council

PROPOSED



Benjamin L. Nielson
Fire Chief

Tyler J Rowser
Administrative Battalion Chief

Tyler D. Leavitt
Deputy Fire Marshal

March 12, 2026

Chair Canice Harte
60 N Main Street
Coalville UT 84017

Subject: Request for Restrictions on Fireworks and Open Burning

Dear Chair, Canice Harte and Members of the County Council,

As Fire Chief for the North Summit Fire District, I am writing to formally request that the County Council implement restrictions on all fireworks and open burning activities within the North Summit Fire District effective May 1, 2026, through October 31st, 2026.

This recommendation is based on the following critical factors:

1. **High Wildfire Risk Due to Recreation, Travel Corridors, and Open Lands**

The North Summit Fire District contains extensive open lands and wildland areas that are highly susceptible to wildfire ignition and rapid-fire spread. Our district is a regional hub for outdoor recreation, attracting visitors for activities such as camping, fishing, boating, and off-road recreation. Additionally, major travel corridors pass directly through our communities, bringing a significant number of travelers through the area each day. These factors increase the likelihood of human-caused ignitions. Combined with the District's history of wildfire activity and the large expanses of undeveloped land, proactive restrictions on fireworks and open burning are important measures to reduce preventable fire starts.

2. **Snowpack and Weather Conditions:** We are currently experiencing a persistent "snow drought," with local basins measuring well below 50% of their median snowpack. The National Weather Service suggests this will trigger an early cure (drying out) for mountain fuels, advancing the fire season into late spring. Additionally, a transition to an El Niño weather pattern, long-range forecasts are favoring above-average temperatures.

3. **3. Historic Fire Conditions, Limited Resources, and Response Challenges**

Historical patterns demonstrate that fire conditions in our region can escalate rapidly. The North Summit Fire District is also a **newly established fire department**, and while we are committed to building strong capabilities for the future, we currently operate with **limited personnel and resources** across a large geographic area. Time and distance are significant factors in our response environment, with large stretches of rural and wildland areas requiring extended travel times for initial attack. These realities increase the potential for a small ignition to grow rapidly before sufficient resources can be assembled. Implementing proactive restrictions helps reduce

North Summit Fire District
PO Box 187 | 90 E. Center Street
Coalville, Utah 84017
435-336-2221 | Emergency 9-1-1
www.NorthSummitFireUT.gov

preventable fire starts and allows our department to better manage risk during periods of elevated fire danger.

Given these factors, I strongly urge the Council to consider enacting restrictions on consumer fireworks and open burning. These restrictions would not apply to approved and permitted fireworks displays, commercial wildfire fuel reduction operations, and residents and visitors conducting recreational fires are defined by the International Fire Code that meet the published requirements of North Summit Fire District and Summit County.

Our primary obligation must be the safety of our residents, visitors, and the preservation of the natural and economic resources that make North Summit Fire District and Eastern Summit County unique.

Thank you for your attention to this important matter. I am available to discuss this recommendation further or to provide any additional information the Council may require.

Sincerely,

Benjamin L. Nielson
Fire Chief
North Summit Fire Service District



April 1, 2026

Jamie Barnes
Director, Utah Division of Forestry, Fire, and State Lands
1594 West North Temple
Suite 3520
SLC Utah 84116

Re: Support for restrictions on fireworks and open burning in the unincorporated areas served by the North Summit Fire District

Director Barnes,

As Chair of the Summit County Council, I write to express the Council's support for a firework and open burn restriction from the Utah State Forester. We support restricting all fireworks and open burning activities within the unincorporated areas of Summit County that fall within the boundaries of the North Summit Fire District ("NSFD"). We request that these restrictions be implemented by May 1, 2026, and remain in place through October 31st, 2026.

This recommendation is based on the following critical factors:

1. High Wildfire Risk Due to Recreation, Travel Corridors, and Open Lands:

The NSFD contains extensive open lands and wildland areas that are highly susceptible to wildfire ignition and rapid-fire spread. Our district is a regional hub for outdoor recreation, attracting visitors for activities such as camping, fishing, boating, and off-road recreation. Additionally, major travel corridors pass directly through our communities, bringing a significant number of travelers through the area each day. These factors increase the likelihood of human-caused ignitions. Combined with the District's history of wildfire activity and the large expanses of undeveloped land, proactive restrictions on fireworks and open burning are important measures to reduce preventable fire starts.

2. Snowpack and Weather Conditions: We are currently experiencing a persistent "snow drought," with local basins measuring well below 50% of their median snowpack. The National Weather Service suggests this will trigger an early cure (drying out) of mountain fuels, advancing the fire season into late spring. Additionally, a transition to an El Niño weather pattern, long-range forecasts are favoring above-average temperatures.

3. **Historic Fire Conditions, Limited Resources, and Response Challenges:**

Historical patterns demonstrate that fire conditions in our region can escalate rapidly. The NSFD is also a newly established fire department, and while we are committed to building strong capabilities for the future, we currently operate with limited personnel and resources across a large geographic area. Time and distance are significant factors in our response environment, with large stretches of rural and wildland areas requiring extended travel times for initial attack. These realities increase the potential for a small ignition to grow rapidly before sufficient resources can be assembled. Implementing proactive restrictions helps reduce preventable fire starts and allows our department to better manage risk during periods of elevated fire danger.

Given these factors, we respectfully request that the State Forester implement temporary restrictions on fireworks and all forms of open burning. Our primary obligation must be the safety of our residents, visitors, and the preservation of the natural and economic resources that make Summit County unique.

These restrictions would not include permitted fireworks shows and recreational burning as defined by the International Fire Code, provided they meet the published requirements of NSFD and Summit County.

Thank you for your attention to this important matter.

Sincerely,

Canice Harte

Chair

Summit County Council

Summary of Modifications/Conditions		
Topic	Section	Description
Nightly/Short-term Rentals	1.1	Added language - Only AAWHU's on Parcel 1 may be used for Nightly or Short-term Rentals. Prohibit Nightly Rentals in AAWHUs on Parcels 5, 6A, and 6B.
	1.7	Added language - Nightly or Short-term rentals are prohibited in all Attainable Housing Dwelling Units.
Gross Floor Area	1.10	<i>Discussion: Consider whether or not conference meeting spaces within the hotel are included in the Maximum Gross Floor Area.</i>
Hotel Ownership	1.10	<i>Clarification: There is a reference to common area, will the hotel be condominiumized?</i>
	1.20	Added language - Allows hotel units to be condominiumized if deed restricted to short-term rentals and included in the rental pool.
Master Conceptual Site Plan (MCSP)	1.31	The Master Conceptual Site Plan must be updated to show Phasing Plan.
	4.2	The Master Conceptual Site Plan must be updated to show Phasing Plan.
	4.3	Update Exhibit B to show areas that are allowed to have parking and display of UAF Sponsor vehicles.
Ridgeline Development	1.36	Modify definition of Ridgeline Structure to refer to Development Code 10-4-3.
Pool	2.7	Added language - During construction periods, the Developer shall use good faith and commercially reasonable efforts to keep the pool open as late into the summer seasons as practicable to allow for maximum days of athlete training.
Gate Policy	3.17	Added back in the proposed gate policy language.
	3.17.3.4	<i>Discussion: Consider whether construction access will be permitted, limited, or prohibited.</i>
	3.17.3.6	<i>Discussion: Consider whether residential access for Parcels 6A and 6B may be permitted, limited, or prohibited.</i>
Water Service	4.7.1	<i>Clarification: Explain the requirements for water service.</i>
Construction Mitigation Plan	4.6	Added language - A separate CMP will be required for each phase, subdivision, or site plan.

Topic	Section	Description
Subdivision Plat Approval	4.12	Added language - "Subdivision Plat Approval. Whenever land within this Development Agreement is to be subdivided, the Developer shall submit for approval and review by the County all applicable information and documents in accordance with the provisions of Sections 10-3-13 and 14 of the Code, as amended. Condominium subdivision plats shall be subject to this subsection."
Special Events/Hours of Operation		<i>Discussion: Consider limiting the hours of operation to end at 9pm unless authorized through a Special Event Permit.</i>
	5.3.1	<i>Discussion: Currently the DA outlines an anticipated normal operating capacity of 2,000 people and less. Consider whether or not this number is still the desired number.</i>
Towers and Recreational Structures	5.4	<i>Discussion: Consider whether or not this section conflicts with the allowed heights in the MCSP.</i>
Major Sporting Event Venue (MSEV)	6.3.3	Added language - Limit the boundaries of the MSEV "In no instance shall the boundaries of the Major Sporting Event Venue be greater than the Project boundaries, as set forth in Exhibit A."
Transportation	6.5	Replace "the County" with "High Valley Transit."
Notices	10.13	Change noticing from facsimile to email.
	10.15	Change noticing from facsimile to email.
Exhibits	C	<i>Clarification: Review the clean revised Land Use and Zoning Chart 1.</i>
		<i>Discussion: Review the clean revised Land Use and Zoning Chart 2 and notes from Dave Thomas.</i>
		<i>Discussion: Discuss the proposed switch from CUP to LIP for the Use of Hotel, Inn.</i>
	H	Added language - Outlined Attainable Housing Summary (page 65)

SUMMIT COUNTY, UTAH
ORDINANCE NO. 820-A

**AN ORDINANCE OF THE COUNTY COUNCIL OF SUMMIT COUNTY, UTAH, APPROVING
AND ADOPTING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE
UTAH OLYMPIC PARK**

PREAMBLE

WHEREAS, the owner and developer of the Utah Olympic Park applied for an amendment to the Development Agreement for the Utah Olympic Park under the Snyderville Basin Development Code; and,

WHEREAS, Summit County, acting pursuant to its authority under Utah Code §§17-79-101, *et. seq.* (1953), *as amended*, has made certain determinations with respect to the proposed amendments and in the exercise of its legislative discretion, has elected to approve this Amended and Restated Development Agreement for the Utah Olympic Park (the “Amended and Restated Development Agreement”) after all necessary public hearings; and,

WHEREAS, it is in the best interests of Summit County and the health, safety, and general welfare of its citizens to adopt this ordinance in order to implement Utah Olympic Park, based on the terms and conditions as more fully set forth in this Amended and Restated Development Agreement.

NOW, THEREFORE, the County Legislative Body of Summit County, State of Utah, hereby ordains as follows:

Section 1. **Enactment.** Summit County Ordinance No. 820-A, the Amended and Restated Development Agreement for the Utah Olympic Park, consisting of ____ pages, including exhibits, which has been published as a code in book form, a copy of which have been filed for use and examination in the Office of the Summit County Clerk, is hereby enacted and adopted in accordance with Exhibit A herein, by Summit County, and the Chair is authorized to sign and execute the Amended and Restated Development Agreement for the Utah Olympic Park.

Section 2. **Savings Clause.** In the event one or more of the provisions of this Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under any applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

Section 3. No Rights Created in Third Parties. This Ordinance is not intended to, nor shall it be construed to create any rights, claims, or causes of action in third parties.

Section 4. Effective Date. This Ordinance shall take effect 15 days after passage by the County Council and subsequent publication in accordance with law.

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Council, this ____ day of _____ 2026.

ATTEST: SUMMIT COUNTY COUNCIL

Evelyn Furse
Summit County Clerk

Canice Harte, Chair

APPROVED AS TO FORM

David L. Thomas
Summit County Chief Deputy Attorney

VOTING OF COUNTY COUNCIL:

Councilmember Hanson	_____
Councilmember Robinson	_____
Councilmember Harte	_____
Councilmember Armstrong	_____
Councilmember McKenna	_____

EXHIBIT A

WHEN RECORDED, RETURN TO:

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

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR THE UTAH OLYMPIC PARK
KIMBALL JUNCTION, SUMMIT COUNTY, UTAH**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "Development Agreement") is entered into as of this ____ day of April, 2026, between the Utah Athletic Foundation, dba Utah Olympic Legacy Foundation, ("UOLF"), a Utah non-profit corporation ("UOLF" or "Developer") and Summit County, a political subdivision of the State of Utah, by and through its County Council (the "County"), for the Utah Olympic Park Specially Planned Area ("Olympic Park SPA"). The County and Developer are individually referred to herein as a "Party" and jointly referred to herein as the "Parties."

This Development Agreement amends, re-states, and replaces in its entirety that certain Development Agreement For The Utah Olympic Park, Kimball Junction, Summit County, Utah, dated November 6, 2013, and recorded on February 10, 2014 as Entry No. 00989488, in the Summit County Recorder's Office, as amended by that certain First Amendment Development Agreement For The Utah Olympic Park, Kimball Junction, Summit County, Utah, dated July 16, 2018, and recorded on August 29, 2018 as Entry No. 01097502, in the Summit County Recorder's Office, as amended by that certain Second Amendment to Development Agreement for the Utah Olympic Park Specially Planned Area, Kimball Junction, Summit County Utah, dated August 30, 2019, and recorded on September 6, 2019 as Entry No. 01117394, in the Summit County Recorder's Office, as amended by that certain Third Amendment to Development Agreement for the Utah Olympic Park Specially Planned Area, Kimball Junction, Summit County, Utah, dated August 30, 2023, and recorded on March 7, 2024 as Entry No. 01216610 (collectively, the "Original Development Agreement").

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Article 1
DEFINITIONS

***Any term not defined herein shall default to the definition within the Snyderville Basin Development Code.**

- 1.1 **Affordable Athlete and Workforce Housing Unit (“AAWHU”)** means an AWHU that is dedicated to fulfilling affordable housing requirements as delineated in Exhibit H.
AAWHU may be used for nightly or short-term rentals.
- 1.2 **Approved Uses** means the approved uses which are shown on the Land Use and Zoning Charts, which are included in the Olympic Park SPA Plan Book of Exhibits as Exhibit C and may or may not be shown on the Master Conceptual Site Plan included as Exhibit B.
- 1.3 **Architectural Design Guidelines** means the Architectural Design Guidelines for the Project, a copy of which is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit D.
- 1.4 **Athlete and Workforce Housing Unit (“AWHU”)** means a housing unit as designated by UOLF for the use of athletes and workforce who are training or working at the Utah Olympic Park. AWHUs can be leased on a long-term or short-term basis with priority given to UOLF employees, athletes, athletic teams, partner organizations and community members in priority order. For the purposes of this Agreement, AWHU are classified as Dwelling Units.
- 1.5 **Athlete Dormitory Dwelling Unit** is an AWHU.
- 1.6 **Athlete Support Uses** means AWHU, AAWHU and may include any uses substantially related to the conduct of operating a winter sports training facility, winter sports training, hosting of competitions and athletic events, and that comply with all other covenants and restrictions applicable to the Utah Olympic Park. Such areas shall not be included in the calculation of Maximum Gross Floor Area.
- 1.7 **Attainable Housing** means residential ~~d~~Dwelling ~~u~~Units which are not AAWHU, but which are deed restricted to individuals with incomes up to 120% of the average median income of Summit County. Nightly or short-term rentals are prohibited in Attainable Housing dwelling units.
- 1.8 **Building Permit** means a permit issued pursuant to the requirements of the Snyderville Basin Development Code, International Building Code and related building codes as applicable in the Snyderville Basin Planning District, including permits for grading, footings and foundations and construction of other improvements.

Commented [DT1]: Canice would propose limiting this to Parcel 1, and prohibit such on Parcels 5, 6-A, and 6-B.

Commented [DT2]: Per Tonja

- 1.9 **Code** means the Snyderville Basin Development Code.
- 1.10 **Commercial Support Uses** means uses that are secondary, subordinate, and incidental to a principal use and exist only to serve, enhance, or enable the principal use. Support uses are not intended to function as independent, standalone uses, but to support the associated principal uses. Commercial Support Uses shall be consistent with the principal use and shall be proportionate in size and scope. Commercial Support Uses include but are not limited to: the portions of a building that are necessary for the safe, functional, and mechanical operation of the building, parking facilities, staff facilities, storage and back of house areas, maintenance areas, conference and meeting spaces, and amenities consistent with the principal use to improve guest experience. Commercial Support Uses shall be categorized as Common Areas. Commercial Support Uses shall not be included in the calculation of Maximum Gross Floor Area.
- 1.11 **Comprehensive Sign Plan** means the Comprehensive Sign Plan for the Project which is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit G.
- 1.12 **County** means Summit County, a political subdivision of the State of Utah.
- 1.13 **Developer** means the Utah Athletic Foundation, a Utah non-profit corporation, its affiliate entities, and its assignees or transferees, which is also sometimes referred to herein as the UOLF. The Utah Athletic Foundation operates under the d.b.a. Utah Olympic Legacy Foundation operating facilities and programs at the Utah Olympic Park in Park City, Utah the Utah Olympic Oval in Kearns, Utah, and Soldier Hollow in Wasatch County, Utah.
- 1.14 **Development Agreement** means this Development Agreement, as may be amended from time to time by the Parties and any amendments. This Development Agreement replaces in its entirety the Original Development Agreement.
- 1.15 **Director** means the Summit County Community Development Director.
- 1.16 **Master Conceptual Site Plan** means the site plan which is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit B, establishing anticipated development layout, architectural, landscaping, lighting, and other development details for the Project, as such site plans are amended.
- 1.17 **General Plan** means the Snyderville Basin General Plan of the County.
- 1.18 **Gross Floor Area** means the total area (in square feet) of all floors in a building, measured from the outside face of exterior walls, including enclosed spaces like hallways, stairwells, mechanical rooms, and basements, but generally excluding unenclosed areas (porches, balconies) and shafts (vents, chimneys).

Commented [DT3]: Do the conference meeting spaces in the hotel not count toward the Maximum Gross Floor Area?

Commented [DT4]: Common Areas meaning in a condominium plat? Is the hotel going to be condominiumized?

- 1.19 **Maximum Gross Floor Area** means the maximum density of uses as set forth in Exhibit C to the Olympic Park SPA Plan Book of Exhibits, Land Use and Zoning Chart.
- 1.20 **Hotel/Inn/Lodging** means a commercial establishment that is open to the general public and primarily engaged in providing temporary sleeping accommodations for transient guests, not intended for permanent residency. Amenities may include but are not limited to conference areas, retail support, food and beverage, locker rooms, storage, and other uses customarily associated with hotels and recreational lodging. Hotel/Inn/Lodging units may be professionally or independently branded, managed, or operated. Such units may be condominiumized; provided that each unit (Hotel Room or Hotel Suite) is deed restricted to nightly and short-term rentals, and requires such unit to be part of the rental pool.
- 1.20.1 **Hotel Room** means a unit consisting of one room that may contain a kitchen, intended for temporary living and sleeping purposes and including a separate, exclusive bathroom.
- 1.20.2 **Hotel Suite** means a unit consisting of more than one room that may contain a kitchen, intended for temporary living and sleeping purposes and including at least one separate, exclusive bathroom.
- 1.21 **Land Use Laws** mean zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations existing and in force for the County as of the date of this Development Agreement, and as may be amended from time to time.
- 1.22 **Landscaping Plan** means the Landscaping Plan based on the Master Conceptual Site Plan, as amended, for the Project which is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit E.
- 1.23 **Lighting Plan** means the Lighting Plan for the Project based on the Master Conceptual Site Plan, as amended, which is included in Exhibit F of the Olympic Park SPA Plan Book of Exhibits.
- 1.24 **Low Impact Development** means when specifically designated as a low impact activity in the Development Agreement or in the Olympic Park SPA Plan Book of Exhibits, such uses shall be subject to a Low Impact Permit review and approval by the Director in accordance with the Olympic Park SPA Plan Book of Exhibits and all applicable provisions of the Code.
- 1.25 **Multi-family Dwelling Unit** means a structure containing two or more individual dwelling units sharing common horizontal floors/ceilings that are intended for separate households, where each unit provides independent facilities for one or more persons, including provisions for sleeping, cooking,

and sanitation. A Multi-family Dwelling Unit does not include a Hotel/Inn/Lodging use as set forth in Section 1.20. This term A Multi-family Dwelling Unit expressly includes, but is not limited to:

1.25.1 **Condominium Units:** Individually owned residential units within a multi-family structure or complex governed by a condominium association or similar common interest community organization, where ownership includes a fractional interest in common amenities included in the building.

1.26 **Olympic Park** means the Utah Winter Sports Park, Summit County, Utah.

1.27 **Olympic Park SPA** means the zone district adopted and approved on March 14, 2012, by Ordinance No. 821; on November 6, 2013, by Ordinance No. 819; and any additional amendments.

1.28 **Olympic Park SPA Plan** means a comprehensive plan, set forth in this Development Agreement and SPA Plan Book of Exhibits and amendments hereto, establishing the Approved Uses and Final Site Plans and providing processes for obtaining Building Permits and other approvals for implementing the Olympic Park SPA.

1.29 **Olympic Park SPA Plan Book of Exhibits** means that portion of the Olympic Park SPA Plan which contains the Master Conceptual Final Site Plans, Landscaping Plan, Lighting Plan, Land Use and Zoning Charts and all other guidelines and standards that shall be used to guide all development in the Olympic Park SPA and all other specific development parameters and regulations, including developer obligations, commitments, and contributions for carrying out the development in accordance with the Olympic Park SPA Plan.

1.30 **Olympic Park Operational Support Uses** means service and recreational uses that are customarily incidental and directly related to the operation, maintenance, and visitor experience of a ski resort or winter sports training facility. Such uses may include, but are not limited to, ski schools, ski rental and repair shops, ticketing offices, equipment storage and maintenance facilities, parking, shuttle and transit services, guest services, childcare facilities, sports medicine facilities, and UOLF and related parties' administrative offices. Olympic Park Operational Support Uses shall be designed and operated primarily to serve Utah Olympic Park program participants, employees, and residents, and are distinguished from general commercial uses that are intended to serve the broader community or regional market.

1.31 **Phase** means one of the proposed individual Phases as shown on the Master Conceptual Site Plan.

Commented [DT5]: The Master Conceptual Site Plan needs to show the phasing per Tonja.

- 1.32 **Phases** means, collectively, the individual proposed Phases as shown on the Master Conceptual Site Plan.
- 1.33 **Planning Commission** means the Snyderville Basin Planning Commission.
- 1.34 **Project** means the development of approximately ~~405393~~ acres of land and appurtenant real property rights located in Summit County, Utah, the legal description of such land is attached hereto as Exhibit A of the Olympic Park SPA Plan Book of Exhibits, pursuant to the Olympic Park SPA Plan and this Development Agreement and any of its Exhibits hereto.
- 1.35 **Public Benefits** means public infrastructure or public service facilities and programs at the Project benefiting the public as further set forth and described in Article 7 below and in Exhibit H of the Olympic Park SPA Plan Book of Exhibits.
- 1.36 **Ridgeline Structures** means structures located on ridgelines that have the potential to create a silhouette by extending into the skyline or other substantially adverse impact as viewed from Interstate 80, SR-224, SR-248, and U.S.-40. Development of Ridgeline Structures shall be prohibited except as outlined in the Code §10-4-3 and in this Development Agreement for Athlete Support Uses in existing agreements with adjacent property owners, previous approved site plans, and resort lifts and runs.
- 1.37 **Ski Lifts, New** means a mechanical device to transport passengers and cargo by means of chairs or enclosed compartments attached to a cable or to rails, including ski tows, ski lifts, and each of the devices described in Utah Code §72-11-102, as amended.
- 1.38 **Ski Lifts, Modification** means a minor modification of a lawfully created Ski Lift which is less than a fifteen percent (15%) increase of the existing total acreage of disturbed area for said Ski Lift but no greater than five (5) acres.
- 1.39 **Ski Run, New** means a designated slope, trail, or course on a mountain or hill that is intended, prepared and maintained for snow sports.
- 1.40 **Ski Run, Modification** means a minor modification of a lawfully created Ski Run which is less than a fifteen percent (15%) increase of the existing total acreage of said Ski Run but no greater than five (5) acres.

Commented [DT6]: Per Canice

Article 2 RECITALS

- 2.1 The recitals in the remainder of this Article 2, together with the findings set forth in Article 3, are an integral part of this Development Agreement and are a part of the consideration for each Party's entry into this Development Agreement.
- 2.2 Developer is the record owner of the Project or has contractual rights to acquire any such portions thereof as are not owned of record by Developer. Developer, County and the Snyderville Basin Special Recreation District have entered into that certain Exchange Agreement, dated November 6, 2013, attached hereto as Exhibit J, whereby various parcels of property have been exchanged between the entities. Such exchanges have enabled Developer to relocate portions of the proposed residential uses at the Project in order to, among other benefits, further minimize visibility to and from Kimball Junction. It is further agreed that such exchange will not alter the overall density rights for the Project.
- 2.3 This Development Agreement serves to implement the Olympic Park SPA and Olympic Park SPA Plan Book of Exhibits which are incorporated by reference herein.
- 2.4 This Development Agreement and the Olympic Park SPA Plan resolve all issues associated with the development and construction of the Project except, as to the performance of any additional obligations which shall be specified in this Development Agreement.
- 2.5 The County has adopted through Ordinance No. 819 an amendment to the General Plan, the Code and the Zoning Map classifying the Project as a Resort Center (RC) zone and setting forth therein such land use classifications and development locations as are permitted under this Development Agreement.
- 2.6 Developer has proposed specific plans and plats with respect to the Project in response to direction and guidance from the Director and the Planning Commission.
- ~~2.62.7~~ During construction periods, the Developer shall use good faith and commercially reasonable efforts ~~has committed to use good faith efforts to keep the pool open as late into the summer seasons as practicable to allow for maximum days of athlete training.~~
- ~~2.72.8~~ The County therefore desires to establish the Olympic Park SPA under the SPA provisions of the Code and the General Plan for the purpose of implementing development standards and processes that are consistent therewith.
- ~~2.82.9~~ The Development Agreement, which implements the Olympic Park SPA, provides detailed data regarding the ~~Master Conceptual~~ Final Site Plans for the Project. The County and Developer agree that each shall comply with the standards and procedures

Commented [CR7]: Is it really needed to attach this?

Commented [DT8R7]: Yes, for historical accuracy.

Commented [DT9]: Good faith as to the pool per Tonja, Chris and Canice

Commented [CR10R9]: This should probably be moved from the recitals in Article 2 to the Findings in Article 3.

contemplated by the Olympic Park SPA, this Development Agreement and its accompanying Exhibits, the Code, and the General Plan with respect to obtaining future Building Permits for any Phases or new construction within the Project.

2-92.10 Developer and the County desire to clarify certain standards and procedures that will be applied to approvals of Building Permits for the Phases of the development and construction and to address requirements for certain Public Benefits.

2-102.11 The County also desires to receive certain Public Benefits, and Developer is willing to provide these Public Benefits in consideration of the agreement of the County for increased intensity of uses in the Olympic Park SPA pursuant to the terms of this Development Agreement.

2-112.12 The County, acting pursuant to its authority under Utah Code, Section 17-79-101 *et seq.*, the Code and the General Plan, has made certain determinations with respect to the Olympic Park SPA, and, in the exercise of its legislative discretion, has elected to approve the uses, density, and general configuration of the Project and its future development pursuant to the Olympic Park SPA, resulting in the negotiation, consideration and approval of this Development Agreement, after all necessary public hearings.

Article 3 FINDINGS

The County Council of the County, acting in its legislative capacity, has made the following determinations with respect to the Olympic Park SPA Plan set forth in this Article 3, including all findings of fact and conclusions of law as are necessary to make each of such determinations:

- 3.1 On August 26, 2025, the Planning Commission held a Work Session to review the proposed amendments to the Olympic Park SPA Plan.
- 3.2 The Planning Commission held a lawfully advertised public hearing on October 14, 2025, and took public comment on the amendments to the Olympic Park SPA Plan.
- 3.3 On January 13, 2026, the Planning Commission forwarded a positive recommendation on the amendments to the Olympic Park SPA Plan to the Summit County Council.
- 3.4 The Summit County Council ("County Council") held a lawfully advertised public hearing on January 28, 2026, and during a lawfully advertised public meeting on April 2026, approved the amendments to the Olympic Park SPA Plan through an Amended and Restated Development Agreement for the Utah Olympic Park under the processes and procedures set forth in the Original Development Agreement for the Utah Olympic Park, the Code and the General Plan.
- 3.5 The terms and conditions of approval are incorporated fully into this Development Agreement. In making such approval, the County Council made such findings of fact and conclusions of law as are required as a condition to the approvals, as reflected in the staff recommendation, as reflected in the minutes of the above referenced public meetings, and as reflected by the other enumerated findings herein.
- 3.6 The Olympic Park SPA Plan provides substantial, tangible benefits to the general public of the Snyderville Basin that significantly outweigh those that would be derived if the development occurred under the provisions of the existing zone. The provisions of those benefits and amenities have been taken into consideration by Summit County in granting increased residential and commercial densities on the Project.
- 3.7 The Olympic Park SPA Plan, as reflected in and conditioned by the terms and conditions of the Development Agreement and the amendments thereto, is in conformity and compliance with the General Plan, any existing capital improvement programs, the provisions of the Code (including concurrency and infrastructure requirements), and all other development requirements of the County.
- 3.8 The Olympic Park SPA Plan contains outstanding features which advance the policies, goals and objectives of the General Plan beyond mere conformity, including the following: (i) agreements with respect to design controls and limitations to minimize the visual impact of the Project; (ii) dedication and preservation of view shed and

environmental features; (iii) taking advantage of natural depressions in topography to minimize the visual prominence and potential for ridge lining; (iv) appropriate location of density and uses; (v) the preservation of critical open space areas; (vi) the promotion of recreation uses and resort related Public Benefits that are appropriate to support the community and recreational nature of the area; (vii) contribution to community trails and parks including working with the Snyderville Basin Special Recreation District to identify possible trail linkages and trail heads; (viii) exceeding open space requirements for the Project; (ix) using efforts to minimize visibility of the residential housing to and from Kimball Junction; and (x) incentivize private development partners to avoid depleting the endowment established to fund the operation of the venues operated by the Developer.

- 3.9 There are unique circumstances that justify the use of a SPA, including preserving the long-term viability of the Olympic Park. County and Developer acknowledge that the existing facilities were built by the State of Utah without any zoning or building approvals. In order to preserve the long-term viability of the Olympic Park, additional funding is needed to avoid depleting the endowment established to fund the operation of the Olympic Park. Expanded commercial development within the Olympic Park SPA is one way to provide this funding.
- 3.10 Developer has committed to comply with Affordable Housing Requirements consistent with other resort areas in Summit County and as delineated in Exhibit H herein. County acknowledges and agrees that to the extent that Developer exceeds the minimum unit equivalent Affordable Housing Requirements under Exhibit H, Developer may use such additional housing in any manner it sees fit consistent with the terms of this Development Agreement, including provisions for residential uses or Hotel, Inn, or Lodging, which may entail charging a higher rental rate and utilizing such housing as nightly rentals for visiting athletes, Olympic Park guests, or officials.
- 3.11 Subject to the terms of this Development Agreement, Developer has committed to comply with all appropriate concurrency and infrastructure requirements of the Code, and all appropriate criteria and standards described in the Development Agreement and the amendments thereto, including any applicable impact fees of the County and its Special Districts (subject to Articles 6.1 and 6.2 below).
- 3.12 There exist adequate provisions for mitigation of all fiscal and service impacts on the general public.
- 3.13 Any construction management impacts shall be addressed in the Construction Management and Mitigation Plan established for the Olympic Park SPA and approved by the County Engineer, as required in Article 4.6 hereof.
- 3.14 The approval of the Olympic Park SPA Plan will not adversely affect the public health, safety and general welfare of the residents of Summit County, it being acknowledged

that the proposed Project will substantially enhance and benefit the public health, safety and general welfare of the residents of Summit County.

- 3.15 The Olympic Park SPA Plan meets or exceeds development quality and aesthetic objectives of the General Plan and the Code, is consistent with the goal of orderly growth in the Snyderville Basin, and minimizes construction impacts on public infrastructure within the Snyderville Basin.
- 3.16 The proposed development reasonably assures life and property within the Snyderville Basin is protected from any adverse impact of its development, it being acknowledged that the proposed Project will substantially enhance and benefit life and property within the Snyderville Basin.
- 3.17 Developer shall take reasonably appropriate measures to prevent harm to neighboring properties and lands from development, including nuisances. Developer recognizes that neighboring properties have concerns regarding the UOP's secondary access point at the end of Bear Hollow Drive (where the primary access point is via Olympic Parkway). In light of that, the Developer will:
- 3.17.1 Provide for an access gate or equivalent method of restricting access at the secondary access point.
- 3.17.2 Ensure that the secondary access point shall not be used as a general public UOP entrance, nor shall it be used for routine programs or general visitor traffic.
- 3.17.3 Restrict uses to only the following:
- 3.17.3.1 Safety, Maintenance, and Operational Access: To support essential, case-by-case operational needs, such as maintenance activities, service vehicle movements, or safety-related operations.
- 3.17.3.2 Emergency Access to and from UOP: To provide ingress and egress for emergency situations.
- 3.17.3.3 Neighborhood Emergency Egress: To provide an emergency evacuation route for residents of the surrounding neighborhoods in circumstances where Bear Hollow Drive is blocked or otherwise impassable.
- 3.17.3.4 Construction Access: To provide limited, case-by-case access for construction-related vehicles when such access cannot reasonably be accommodated through the [Olympic Parkway, which is the primary access route point](#).
- 3.17.3.4 Event-Related Use: To allow controlled access for specific, designated populations during major events when it is deemed necessary by UOLF management and/or local, regional, or national public safety agencies.

Commented [DT11]: Canice would not favor Construction Access

Commented [DT12R11]: Chris favors limited construction traffic.

3.17.3.5 Pedestrian and Bicycle Access: Secondary access point may remain open for pedestrian and bicycle access; however, UOP may close such access temporarily for safety, operational, event, or security reasons.

3.17.3.6 Future Residential Access: In the event that UOP develops athlete and workforce residences on the upper portion of the UOP (in the vicinity of Bear Hollow Drive), residents up to six (6) residential units (whether single or multi-family) may be accessed from Bear Hollow Drive and the residents of such residential units development will be issued access passes for purposes of residential ingress and egress. Such passes shall be limited in number to only serve up to six (6) residential units and shall and be supervised by UOP management. UOP management will regularly review and take input from neighboring properties.

3.17.4 Regularly consult (at least once per year) with the neighboring properties to review and obtain feedback regarding its secondary access gate policy, and any proposed changes to it.

3.18 Exemption from Code. The County Council acting pursuant to its authority under Utah Code §§17-79-101 *et seq.*, as well as its regulations and guidelines, in the exercise of its legislative discretion, has determined that the Olympic Park SPA Plan is exempt from the application of the Code solely to the extent that such a finding may be a condition precedent to approval of this Development Agreement. Where there is a direct conflict between an express provision of this Development Agreement and the Code or General Plan or other Land Use Laws, this Development Agreement shall take precedence; otherwise, the Code, General Plan, or other Land Use Laws shall control.

Commented [DT13]: Canice would not favor future residential access to Parcels 6-A and 6-B.

Commented [CR14R13]: I would like to see a cap on the number of residential units that can be accessed from Bear Hollow Drive. The number of six (6) single family lots has been batted about. Is that the correct number?

Article 4
APPROVALS/PHASED DEVELOPMENT OF THE PROJECT

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

Commented [DT15]: Canice would like to discuss limiting hours of operation to 9 pm unless authorized through a special event permit.

- 4.1.1 Project and Legal Description of the Project (Exhibit A) – Amended 2026
- 4.1.2 Master Conceptual Site Plan (Exhibit B) – Amended 2026
- 4.1.3 Land Use and Zoning Charts (Exhibit C) – Amended 2026
- 4.1.4 Architectural Guidelines (Exhibit D)
- 4.1.5 Landscaping Plan (Exhibit E) – consistent with amendments to 4.1.2
- 4.1.6 Lighting Plan (Exhibit F) – consistent with amendments to 4.1.2
- 4.1.7 Comprehensive Sign Plan (Exhibit G) – consistent with amendments to 4.1.2
- 4.1.8 Community Benefits (Exhibit H) – Amended 2026
- 4.1.9 Future Olympic Transportation and Security Staging Areas (Exhibit I)
- 4.1.10 Exchange Agreement (Exhibit J)
- 4.1.11 Traffic Studies~~Supplementary SPA Submittal Materials~~ (Exhibit K) – Amended 2026

- 4.2 Project Phasing. The Project may be constructed in Phases by Developer as shown in Exhibit B of the Olympic Park SPA Plan Book of Exhibits.

Commented [DT16]: Exhibit B needs to be modified to show phasing per Tonja.

- 4.3 Parking. Parking of vehicles on the Property shall be in accordance with the Master Conceptual Final Site Plans. The parking and display of UAF Sponsor vehicles shall be limited to the areas on the Property designated in the foregoing sentence and as identified in Exhibit B of the Olympic Park SPA Plan Book of Exhibits.

Commented [DT17]: Needs to be added to Exhibit B

- 4.4 Building Permit Required. Subject to Article 6. I, prior to the commencement of each structure, a Building Permit shall be required from the County in accordance with all applicable requirements of the Code, the International Building Code, and other related codes applicable to the Snyderville Basin Planning District.

- 4.5 Compliance of Building Permits with Development Agreement. A Building Permit for each structure shall comply with the conditions specified in this Development Agreement.

- 4.6 Construction Mitigation and Management Plan Required. A Building Permit will not be issued for any facility or structure within the Olympic Park SPA until an adequate Construction Management and Mitigation Plan has been established for the Olympic Park SPA and approved by the County Engineer, who may require changes to address any unforeseen impacts that occur during construction. The plan shall address the following matters specifically, together with any other related matters identified by the Summit County Community Development Director and Developer. A separate plan will may be established for each Phase, subdivision, or site plan.

Commented [DT18]: Per Tonja

- 4.6.1 Revegetation/erosion protection/runoff control
- 4.6.2 Site grading
- 4.6.3 Dust and debris control
- 4.6.4 Recycling construction material waste
- 4.6.5 Damage to public roadways as a result of construction
- 4.6.6 Traffic control/construction management control
- 4.6.7 Hours of construction
- 4.6.8 Staging and screening of construction materials and equipment
- 4.6.9 Construction lighting, construction security, and fire protection
- 4.6.10 Solid Waste Disposal for construction wastes
- 4.6.11 Parking

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

4.7.1 Water Service.

- 4.7.1.1 A Feasibility letter for the proposed water supply issued by the State Division of Drinking Water.
- 4.7.1.2 Evidence of coordination with the public or private water service provider, including an agreement for service and an indication of the service area of the proposed water supplier, commitment service letter or other binding arrangement for the provision of water services.
- 4.7.1.3 Evidence that water rights have been obtained including an application for appropriation or change application endorsed by the State Engineer pursuant to Section 73-3-10 of the Utah Code, and a certificate of appropriation or certificate of change issued in accordance with Section 73-3-16 of the Utah Code. The County shall not accept an application or certificate that has lapsed, expired or been revoked by the State Engineer.
- 4.7.1.4 A certificate of convenience and necessity or an exemption therefrom, issued by the State Public Service Commission, for the proposed water supplier.

4.7.2 Fire Protection.

- 4.7.2.1 A letter from the Park City Fire District (PCFD) indicating that fire hydrants, water lines sizes, water storage for fire protection, and

Commented [CR19]: I don't understand this section. Does the developer need to provide all of these or is it "or" separating them? Hasn't water service been determined and we just need evidence that the service provider can provide the additional water needed for the expansion?

Commented [DT20R19]: Water can come from a number of different sources, but whether through wells or water supplier, it must be proved up at building permit under our water concurrency rules.

minimum flow for fire protection are adequate. These shall be determined using the standards of the Insurance Services Office which are known as the Fire System Grading Standards. In no case shall minimum fire flow be less than 1,000 gallons per minute for a period of two (2) hours.

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

- 4.7.3 Recreation. A letter from the Snyderville Basin Special Recreation District (Recreation District) indicating that all requirements of the Recreation District and the terms of this Development Agreement have been satisfied.

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

- 4.9 Lighting Plan Required. The Lighting Plan which is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit F, is appropriate for the Project. The adopted Lighting Plan includes requirements that to the maximum extent possible, there be no bleeding or spillover from the lighting and that as technology and energy efficiency improves, use of those technologies is encouraged but not required so long as the intent to limit the impacts of lighting are met.

- 4.10 Land Use and Zoning Charts. There is hereby adopted Land Use and Zoning Charts which sets forth the uses, densities and processes by which development at the Project shall occur. The Land Use and Zoning Charts are included in the Olympic Park SPA Plan Book of Exhibits as Exhibit C.

- 4.11 Design Review Committee. There is hereby established a Design Review Committee ("DRC") which shall be made up of five (5) members. The membership shall include two (2) members of the Snyderville Basin Planning Commission and one (1) planner from the Summit County Community Development Department. The remaining membership shall be appointed by the Developer.

4.11.1 Prior to the submission of any development application for the Project, the DRC shall meet, review and confirm compliance with the Olympic Park SPA and the Architectural Guidelines. In addition to its compliance review, the DRC may make additional comments or recommendations to Developer with respect to the development application and Developer shall reasonably consider any such comments or recommendations and shall use reasonable efforts to address such comments or recommendations in the final development application for the Project filed with the County.

4.11.2 Upon receiving notice from the Developer of any development application, the DRC shall meet and confer within sixty (60) days of that notice. Failure to meet within that time period shall be deemed an "approval" of the application by the DRC which may then be filed with the County.

4.12 Subdivision Plat Approval. Whenever land within this Development Agreement is to be subdivided, the Developer shall submit for approval and review by the County all applicable information and documents in accordance with the provisions of Sections 10-3-13 and 14 of the Code, as amended. Condominium subdivision plats shall be subject to this subsection.

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Commented [DT21]: UOLF provided a Kimball Junction Subdivision 2nd Amended and a Utah Olympic Legacy Foundation Subdivision, which are unapproved plats. To the extent that UOLF wants to subdivide land for the hotel, affordable, or attainable housing as "for sale" units, a subdivision plat will be necessary.

4.13 Low Impact Permit Approval. Whenever in this Development Agreement a low impact activity or approval process is designated or required, the Developer shall submit for approval and review by the County all applicable information and documents in accordance with the provisions of Section 10-3-4 of the Code, as amended. With regard to this Development Agreement, the qualifications set forth in Section 10-3-4 of the Code shall be expanded to allow compliance with the terms and provisions of this Development Agreement.

4.14 Conditional Use Permit Approval. Whenever in this Development Agreement a conditional use or approval process is designated or required, the Developer shall submit for approval and review by the County all applicable information and documents in accordance with the provisions of Section 10-3-5 of the Code, as amended. With regard to this Development Agreement, the qualifications set forth in Section 10-3-5 of the Code shall be expanded to allow compliance with the terms and provisions of this Development Agreement.

4.15 Temporary Use Permit Approval. Whenever in this Development Agreement a temporary use or approval process is designated or required, Developer shall submit for approval and review by the County all applicable information and documents in accordance with the provisions of Section 10-3-3 of the Code, as amended. With regard to this Development Agreement, the qualifications set forth in Section 10-3-3 of the Code shall be expanded to allow compliance with the terms and provisions of this Development Agreement.

- 4.16 Development Improvements Agreement Required. A Development Improvements Agreement ("DIA") shall be required. No building, grading, or other related development permit shall be issued for any project or structure within the Project until a Development Improvements Agreement in a form acceptable to Summit County has been accepted by the County. The Staff shall review the Developer's proposal for a Development Improvements Agreement and provide its recommendation to the County Engineer for approval. A separate Development Improvements Agreement may be established for each Phase of the development. Improvements which shall be guaranteed include:
- 4.16.1 All utilities, including water and sewer service.
 - 4.16.2 All Public and Private roads, inclusive of all "Civil Improvements" associated with the roadway.
 - 4.16.3 All "Civil Improvements" associated with individual project site plans.
 - 4.16.4 Temporary and permanent, structural and non-structural soil conservation measures.
 - 4.16.5 Bus Shelters.
 - 4.16.6 Temporary and permanent, structural and non-structural run off control measures.
 - 4.16.7 Required buffering, screening, and landscaping.
 - 4.16.8 All public trails shall be constructed, with respect to timing and design, as required by this Development Agreement.
 - 4.16.9 All private trails.
 - 4.16.10 The County shall have the option of using the guarantee for Site Restoration, should development not be completed within the required construction schedule or complete the project per the approved ~~Final Site~~ pPlans. The Development Improvements Agreement, in the form and amount of guarantee to be approved by the County Engineer, shall establish a security to complete improvements, warranties after completion, schedules for completing all improvements, and remedy provisions in the event of a default. It is understood by the Parties that Developer has previously installed most of the public improvements and that the security herein pertains in large part to site restoration and re-vegetation. Said improvements shall be warranted by the Developer for a period of one full year of normal operation from the date of completion, as established by the County Engineer. The County shall retain 40% of the security for a period of 12 months from the date of completion of the improvements.

- 4.17 Other Service Providers. Prior to the issuance of Building Permits, the Director shall secure input regarding the Project from all other affected agencies and service providers, including but not necessarily limited to the County Health Department and Rocky Mountain Power.
- 4.18 Engineering Standards. The engineering standard pertaining to the road grade at the intersection of Olympic Parkway and the access driveway to the Athlete Housing shall vary~~ing~~ from the Code requirement under Section 10-4-10(B)(1) so as to allow a grade of 5% or less for the first fifty (50) feet of the access driveway.

Article 5
VESTED RIGHTS

- 5.1 Vested Rights/Approved Use, Density, and Configuration. Subject to the terms, conditions and requirements of this Development Agreement, Developer is hereby vested with respect to the Olympic Park SPA as to the uses, densities, design guidelines and methods, development standards, the Master Conceptual~~Final~~ Site Plans and other approval processes, as reflected in the Olympic Park SPA Plan Book of Exhibits and all other provisions of this Development Agreement and amendments hereto. Subject to the conditions and requirements of this Development Agreement, Developer shall have the vested right to construct the Project in accordance with the terms and conditions of this Development Agreement and amendments hereto.
- 5.2 Reserved Legislative Powers/Future Changes of Laws and Plans/Compelling Countervailing Public Interest. Nothing in this Development Agreement shall limit the future exercise of the police power of the County in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other master plans, policies, ordinances and regulations after the date of the Development Agreement. Notwithstanding the retained power of the County to enact such legislation under the police power, such legislation shall only be applied to modify the vested rights described in Article 5.1, as well as other provisions of this Development Agreement, based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. (Western Land Equities Inc v. City of Logan, 617 P. 2d 388 (Utah 1980), U.C.A. 17-27a-508, or other successor case and statutory law). Any such proposed change affecting the vested rights of Developer and other provisions of this Development Agreement shall be of general application to all development activity in the Snyderville Basin; and, unless the County declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Olympic Park under the compelling, countervailing public policy exception to the vested rights doctrine. In the event that the County does not give prior written notice, Developer shall retain the right to be heard before an open meeting of the County Council in the event Developer alleges that its rights under this Development Agreement have been adversely affected.
- 5.3 Normal Operating Capacity / Special Event Permits. County acknowledges and agrees that there is existing operating capacity within the Olympic Park to accommodate up to 2,000 people at any one point and therefore the facility is recognized for having that approved normal operating capacity.
- 5.3.1 Accordingly, the County Council in its legislative capacity hereby waives the requirement under the Code that Developer apply for and obtain a special event permit for events and activities it is hosting within the Olympic Park for capacities of 2,000 people and less. Developer shall use every reasonable effort

Commented [DT22]: Is this still a good number?

Commented [CR23R22]: This number is perpetuated in several places in this DA.

to encourage trip reduction including using carpooling, transit, HOV's, and non-motorized access.

5.3.2 Developer shall ensure that at least one first aid station staffed and equipped with the minimum equipment and staffing level of at least two (2) state-licensed or certified medical providers, such as an emergency medical technician, paramedic, nurse, physician's assistant or medical doctor are present to staff each first aid station over the duration of the event.

5.3.2.1 The first aid station(s) shall be clearly marked, identifiable and strategically located to provide expedient medical care for those attending or participating in the events at the Olympic Park.

5.3.2.2 The first aid station(s) shall be easily accessible by emergency vehicles. The Developer shall provide the Park City Fire District (PCFD) with a map of the gathering site which includes the locations of first aid station(s), emergency vehicle ingress and egress routes, landing zones (if applicable) and rendezvous locations.

5.3.2.3 Developer shall ensure that the staff person in charge of the first aid station(s) keeps accurate records of patients and treatment, and that the health officer is notified of all cases involving serious injury or communicable disease in accordance with R386-702 (Communicable Disease Rule) and R3 86-703 (Injury Reporting Rule).

5.3.3 Temporary structures and/or facilities, such as tents, food vendor carts, etc., that are part of any such activities, shall be required to apply for and receive standard use permits as required by the County and the Park City Fire ~~Special~~ Service District.

5.3.4 At the discretion of the County's Community Development Director, should the Olympic Park show repeated failures to satisfy local regulatory agencies (such as Health and Fire District), then the Community Development Director shall have the ability to require traditional special event permits of the Developer up until regular compliance has been met for any events under 2,000 people.

5.3.5 Expected crowds greater than 2,000 people for any given event (i.e., an Olympic event) must comply with County regulations regarding the application for and the obtaining of a Special Event Permit for such event.

5.4 Towers and Recreational Structures. Non-building structures at the Olympic Park SPA that are in excess of thirty-two feet (32') such as existing chairlift towers, adventure course towers and recreational towers and non-building structures of a similar type and nature shall be deemed support infrastructure and shall be deemed a conforming use.

Commented [CR24]: This seems to be in conflict with the maximum heights allowed in the exhibit.

The Developer shall follow the permitting process as outlined [herein Exhibit C](#) to obtain any appropriate permit from the County for future non-building structures.

- 5.5 Interconnection. Developer supports and shall work in good faith to coordinate with the Master Developer of Canyons Resort and other parties involved, to make a physical transportation interconnect between Canyons Resort, Olympic Park, and Kimball Junction. Such an interconnect shall be reviewed through the Low Impact Permit approval process.

Article 6
FEES AND MITIGATIONS

- 6.1 SPA Rezone Application. Development Agreement Application. Development Review. Engineering and Related Fees. ~~Pursuant to the provisions of Resolution 2010-13, Developer agrees to pay the sum of prior to final approval of the Development Agreement by the County Council.~~ Except as expressly provided below in this Article 6, Developer shall receive no further credits or adjustments toward any other development review, platting, site planning, or similar standard engineering review fees or other fees generally applicable to development application or building permit review and approval. The County may charge such standard planning and engineering review fees, standard building permit review fees, and other fees as are generally applicable at the time of application, pursuant to ~~the provisions of Resolution 2010-13, as amended, or other~~ applicable statutes, ordinances, resolutions, or administrative guidelines.
- 6.2 Impact Fees: The Olympic Park SPA shall be subject to all impact fees which are currently imposed and are in effect as of the date of this Development Agreement. The fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance and implementing resolution. Notwithstanding the agreement of Developer to subject the Olympic Park SPA to impact fees under the above-stated conditions, Developer does not waive Developer' s rights under any applicable law to challenge the reasonableness of the amount of the fees within thirty (30) days following imposition of the fees on the Olympic Park SPA based upon the application of the Rational Nexus Test (as defined in Article 6.2.1).
- 6.2.1 Rational Nexus Test. For purposes of this Development Agreement, the Rational Nexus Test shall mean and refer to a standard of reasonableness whereby the Olympic Park shall not bear more than an equitable share of the capital costs financed by an impact fee or exaction in relation to the benefits conferred on and impacts of the Project. The interpretation of "rational nexus" shall be governed by the federal or Utah case law and statutes in effect at the time of any challenge to an impact fee or exaction imposed as provided herein including, but not limited to, the standards of Banberry Development Corp. v. South Jordan City or its successor case law.
- 6.3 Considerations for Community Benefits. The County acknowledges that Developer is a not-for-profit entity and will be supplying a substantial benefit to the community. In addition, it is a central purpose of the Project to preserve the long term viability of the Olympic Park by obtaining additional funding and to incentivize private development partners to avoid depleting the endowment established to fund the operation of the Olympic Park. Accordingly, the County agrees to reasonably consider, to the extent allowed by applicable law, the following avenues of potential assistance:

6.3.1 Economic Development Tools such as tax increment financing, public infrastructure districts, or similar financing mechanisms that would assist the UOLF in its long-term sustainability efforts.

6.3.2 County merit-based grant allocations to assist the UOLF in efforts to further enhance the outlined community benefits.

6.3.3 Provide planning and support assistance to weigh possible use of financial and planning tools pursuant to SB333, 2025 General Legislative Session regarding possible designations of UOP being a “Major Sporting Event Venue.” In no instance shall the boundaries of the Major Sporting Event Venue be greater than the Project boundaries, as set forth in Exhibit A.

Commented [DT25]: Per Megan and Tonja

6.4 Future Olympic Games In the event that, during the term of this Development Agreement, the State of Utah is chosen to host another Olympic Games and, as a result of such Olympic Games, the Olympic Park is identified as an official competition venue, the County will look to assist these efforts by:

6.4.1 Allowing transportation and security staging areas in designated areas of property located below the Olympic Park and in the surrounding Kimball Junction area, as conceptually outlined in the Olympic Park SPA Plan Book of Exhibits as Exhibit I, subject to any terms and conditions deemed necessary by the County and the Snyderville Basin Special Recreation District together with any releases or waivers required by that certain *Declaration and Notice of Use Restrictions*, dated November 20, 2008, as may be amended from time to time, to ensure that any area of disturbance is immediately and effectively restored upon termination of the Olympic Games.

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6.4.2 Provide planning support and assistance to any bid / organizing committee efforts.

6.4.3 Fairly negotiate any community services agreements and support- staging a future effort.

6.5 Transportation Special Service District. When public bus service to the Olympic Park is made available by High Valley Transit District ~~the County~~, Developer agrees to be annexed into the Kimball Area Transportation Special Service District and pay such assessments, on an equal basis, as are required of other property owners therein.

Commented [DT26]: Per Tonja

6.6 Traffic Capacity. Developer's traffic report, Exhibit K-~~1~~, acknowledged limitations in traffic capacity with the accessing area. Limitations for Phase I of the project, as identified in the traffic report, have been corrected with the cooperative efforts of Summit County and UDOT by implementing dual lefts at Olympic Park and SR-224. The Developer acknowledges the need for additional access capacity prior to construction of Phase 2 as identified in Exhibit K-~~1~~. The Snyderville Basin Transportation Master Plan

identifies means to provide the required capacity. These concepts or others as amended in the Transportation Master Plan will need to be implemented in advance of Phase 2 construction.

Article 7
PUBLIC BENEFITS

- 7.1 Contribution of Public Benefits. As a consideration for the County's entry into the Development Agreement, Developer shall provide the following Public Benefits beyond those public impacts created by the Project:
- 7.1.1 UAF Property Open Space Preservation. Developer shall preserve the natural open space areas owned by the Developer and shown on the Master Conceptual Site Plan in the same general condition as those areas are presently found. Any disturbance of those areas for construction staging or the installation of utility lines shall be restored within one (1) year of completion of said construction or installation.
 - 7.1.2 Trails. Developer shall contribute to community trails and parks including working with the Snyderville Basin Special Recreation District to identify possible trail linkages and trail heads.
 - 7.1.3 Recreational Programs. Provide affordable, subsidized long term community recreation programs (especially for Summit County's youth).
 - 7.1.4 Olympic Winter Sport. Provide unique public program offerings that highlight our region's support and interest in Olympic Winter Sports.
 - 7.1.5 Olympic Legacy Foundation. Provide local organizational leadership towards initiatives of Utah's Olympic Legacy Foundation that ties in statewide interests to Summit County.
 - 7.1.6 Education Outreach. The nature of the Utah Athletic Foundation (d.b.a. "Utah Olympic Legacy Foundation") is to promote an ongoing legacy of the Olympic movement's efforts, to include efforts to promote sport and physical activity for all (especially for the community's youth) and to promote educational curriculum and community partner programs that have similar interests. It is the intent of the leadership of the Utah Athletic Foundation to utilize the Olympic Park for numerous and diverse community meetings and educational components that will serve a broad regional and statewide interest.

Article 8
SUCCESSORS AND ASSIGNS

- 8.1 Binding Effect. This Development Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Olympic Park SPA. Notwithstanding the foregoing, a purchaser of the Project or any portion thereof shall be responsible for performance of Developer's obligations hereunder as to the portion of the Project so transferred in accordance with the provisions of Article 8.2 herein.
- 8.2 Transfer of the Project. Developer shall be entitled to transfer any portion of the Project subject to the terms of the Development Agreement and any amendments upon written notice to the County. In the event of any such complete transfer of all or a portion of Developer's interests in the Project, the transferee shall be deemed to be Developer for all purposes under this Development Agreement with respect to that portion of the Project transferred. Developer's obligation to notify the County shall terminate with respect to portions of the Project on which all of the improvements required by this Development Agreement have been substantially completed as evidenced by a certificate of occupancy granted by the County.
- 8.3 Release of Developer. In the event of a transfer of all or a portion of the Project, Developer shall obtain an assumption by the transferee of Developer's obligations under this Development Agreement, and, in such event, the transferee shall be fully substituted as Developer under the Development Agreement, and Developer shall be released from any further obligations with respect to this Development Agreement as to the parcel so transferred.
- 8.4 Obligations and Rights of Mortgage Lenders. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Project, or any portion thereof, shall not be obligated under this Development Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Development Agreement and any amendments which pertain to the Project or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Project, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure shall take the Project, or such portion thereof, subject to any pro rata claims for payments or charges against the Project, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Development Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by the Development Agreement and any amendments, and, as would be the case in any assignment, the purchaser of the Project from the holder shall be subject to all of the terms and conditions of the Development

Agreement, including the obligation to complete all required amenities and improvements and to comply with all parking provisions.

Article 9
DEFAULT, TERMINATION AND ARBITRATION

9.1 Default.

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

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

9.1.1.2 A finding and determination made by the Summit County Manager by substantial evidence that the Developer has not complied in good faith with one or more of the material terms or conditions of this Development Agreement.

9.1.1.3 Any other event, condition, act or omission by Developer, which materially interferes with the intent and objective of this Development Agreement, after the expiration of all notice and cure periods.

9.1.2 Notice and Cure of Default. Within ten (10) calendar days after the occurrence of default, the County shall give Developer (the "defaulting party.") written notice specifying the nature of the alleged default and, when appropriate, the manner in which the default must be satisfactorily cured. Developer shall have sixty (60) calendar days after receipt of written notice to cure the default. After proper notice and expiration of the sixty (60) day cure period without cure, the County may terminate or amend this Development Agreement by giving written notice in accordance with the procedure adopted by the County. Failure or delay in giving notice of default shall not constitute a waiver of any default, nor shall it change the time of default. Notwithstanding the sixty (60) day cure period provided above, in the event more than thirty (30) calendar days is reasonably required to cure a default and Developer, within the sixty (60) day cure period, commences actions reasonably designed to cure the default, then the cure period shall be extended for such additional period as Developer is prosecuting those actions diligently to completion.

9.1.3 Non-Waiver. Neither Party waives any claim of defect in performance of this Development Agreement by the other Party.

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

9.2 Termination

- 9.2.1 Termination Upon Repudiation. An express repudiation, refusal or renunciation of this Development Agreement, if the same is in writing and signed by the Developer, shall be sufficient to terminate this Development Agreement and a public hearing on the matter shall not be required.
- 9.2.2 Termination Upon Completion of Development. This Development Agreement shall terminate when the Project has been fully developed and Developer's and the County's obligations in connection therewith are satisfied, or at the expiration of the term of this Development Agreement as set forth in Article 10.5. The County shall record a notice that this Development Agreement has been fully performed and therefore has been terminated.
- 9.2.3 Effect of Termination on Developer Obligations. Termination of the Development Agreement as to any Developer of the Project or any portion thereof shall not affect any such Developer's obligations under this Agreement or obligations to comply with the terms and conditions of any applicable zoning, or subdivision plat, site plan, Building Permit, or other land use entitlements approved with respect to the Project, nor shall it affect any other covenants or any other development requirements specified or created pursuant to the Development Agreement. Termination of the Development Agreement shall not affect or invalidate in any manner Developer's obligations of mutual release under Article 10.8 or indemnification and hold harmless under Article 10.16.
- 9.2.4 Effect of Termination on the County Obligations. Upon any termination of the Development Agreement, the entitlements (including density), conditions of development, limitations on fees, and all other terms and conditions of the Development Agreement and any amendments shall no longer be vested by reason of the Development Agreement with respect to any portion of the Project then undeveloped and not then covered by a Building Permit application. Those undeveloped portions of the Project may be subject to then existing planning and zoning law. Upon such a termination, the County shall no longer be prohibited by the Development Agreement from making any changes or modifications to such entitlements, conditions, or fees applicable to such undeveloped portions of the Project. Further, with respect to the improved portions of the Project, the County shall remain obligated to recognize and apply the development standards and configuration contained in the Olympic Park SPA Plan Book of Exhibits.
- 9.2.5 Reversion to Regulations for Unimproved Portions of the Project. Should the County terminate the Development Agreement under the provisions hereof,

Developer's remaining unimproved portions of the Project will thereafter comply with and be governed by the applicable County Development Code and General Plan then in existence, as well as with all other provisions of Utah State law.

Article 10
GENERAL TERMS AND CONDITIONS

- 10.1 No Addition to Project. No property may be added to the Project or to the Olympic Park SPA for purposes of the Development Agreement, except by written amendment. This Development Agreement shall not affect any land other than the Project.
- 10.2 Development Agreement to run with the Land. The Development Agreement and any amendments shall be recorded against the Olympic Park. The agreements contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project.
- 10.3 Construction of Development Agreement. The Development Agreement shall be construed so as to effectuate the public purpose of resolving disputes, implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest, while providing assurances of continued vested development rights under the Development Agreement.
- 10.4 Laws of General Applicability. Where the Development Agreement refers to laws of general applicability to the Olympic Park SPA and other properties, that language shall be deemed to refer to laws, which apply to, all other developed and subdivided properties within the Snyderville Basin of Summit County.
- 10.5 Duration. The term of this Development Agreement shall commence on, and the effective date of this Development Agreement shall be, the effective date of the Ordinance approving this Development Agreement. The initial term shall be for a ten (10) year period. Prior to the expiration of any ten (10) year term, the Developer may request in writing an additional ten (~~10~~-0) year extension of this Development Agreement from the County Council. The written request may be made no more than two (2) times for a total duration of thirty (30) years if both extensions are granted. The County Council shall review the extension request(s) to ensure that the Developer is in compliance with this Development Agreement and that the request does not jeopardize the health, safety and welfare of the citizens of Summit County. Absent any negative determination from the County Council in the course of the above-described review, the County Council shall approve the extension request. At the expiration of this Development Agreement, or the renewal period, the Olympic Park shall become subject to the then existing Development Code and General Plan and all unused development rights vested under this Development Agreement shall expire.

~~10.5.1~~ Permitted Extension Requests

	<u>Entry Number</u>	<u>Summary of</u>	<u>Adopted</u>
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		<u>Amendment</u>	
<u>Original Development Agreement</u>	<u>00989488</u> <u>(Ordinance 820)</u>	N/A	<u>November 6, 2013</u>
<u>First Amendment</u>	<u>01097502</u>	<u>Amendments to Exhibit H and Engineering Standards</u>	<u>July 16, 2018</u>
<u>Second Amendment</u>	<u>01117394</u>	<u>Amendments to Exhibit H and restricted affordable housing</u>	<u>August 30, 2019</u>
<u>Third Amendment</u>	<u>01216610</u>	<u>Extends original DA term for an additional ten years</u>	<u>August 3, 2023</u>

10.6 Amendments.

- 10.6.1 Substantial Amendments. Any amendment to the Development Agreement that alters or modifies the Terms of the Development Agreement or permitted uses, adds or removes of any lands, increases density or intensity of use, deletes any major public amenity described herein, or provisions for reservation and dedication of land, including open space dedications, shall be deemed a "Substantial Amendment" and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the County Council pursuant to the Equal Dignities Rule prior to the execution of such an amendment.
- 10.6.2 Administrative Amendments. Unless otherwise provided by law, all amendments to the Development Agreement that are not Substantial Amendments shall be Administrative Amendments and shall not require a public hearing or recommendation of the Planning Commission prior to the

execution by the Parties of such an amendment. The Director is hereby empowered to make all final Administrative Amendment decisions.

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

10.7 Conflicts.

- 10.7.1 To the extent there is any ambiguity in or conflict with the provisions of the Development Agreement and the Olympic Park SPA Plan Book of Exhibits (including, without limitation, the ~~Master Conceptual~~ Final Site Plans, Lighting Guidelines, Landscaping Plan, and Architectural Design Guidelines therein), the more specific and/or more restrictive provision or language shall take precedence over more general provisions or language.

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

- 10.8 Mutual Releases. At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Development Agreement without an appeal having been filed or (ii) the final determination of any court upholding this Development Agreement, whichever occurs later, and excepting the Parties' respective rights and obligations under this Development Agreement, Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the County and the County's council members, officials, employees, agents, attorneys and consultants, and the County, on behalf of itself and the County's council members, officials, employees, agents, attorneys and consultants, hereby releases Developer and Developer's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Development Agreement in connection with the application, processing or approval of the Olympic Park SPA, Olympic Park SPA Plan, and the ~~Original~~ Development Agreement ~~and amendments~~, to include any claims for vested development rights by any Developer on property which is within the Olympic Park SPA.

10.9 State and Federal Law. The Parties agree, intend and understand that the obligations imposed by the Development Agreement are only such as are consistent with state and federal law. The Parties further agree that if any provision of the Development Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, the Development Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Development Agreement shall remain in full force and effect.

10.10 Enforcement. The Parties to this Development Agreement recognize that the County has the right to enforce its rules, policies, regulations, and ordinances, subject to the terms of this Development Agreement, and may, as its option, seek an injunction to compel such compliance. In the event that Developer or any user of the subject property violates the rules, policies, regulations or ordinances of the County or violates the terms of the Development Agreement as amended, the County may, without electing to seek an injunction and after thirty (30) calendar days written notice to correct the violation (or such longer period as may be established in the discretion of the County Council or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) calendar days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been honored by Developer. The Parties further recognize that Developer has the right to enforce the provisions of the Development Agreement by seeking an injunction to compel compliance to the extent not inconsistent with the County's reserved legislative and police powers, as well as the County's discretionary administrative decision-making functions provided for herein. Both Parties shall be free from any liability arising out of the exercise of its rights under this paragraph; provided, however, that any Party may be liable to the other for the exercise of any rights in violation of Rule 11 of the Utah Rules of Civil Procedure, Rule 11 of the Federal Rules of Civil Procedure and/or Utah Code Annotated Section 78-27-56, as each may be amended.

10.11 No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless the Development Agreement is amended by vote of the County Council taken with the same formality as the vote approving this Development Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Development Agreement or waive any of its conditions as to bind the County by making any promise or representation not contained herein.

10.12 Entire Agreement. This Development Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter, including but not limited to the Original Development Agreement. The Development Agreement may not be modified or

amended except in writing mutually agreed to and accepted by both Parties to the Development Agreement and recorded.

- 10.13 Notices. Any notice, confirmation or other communication hereunder (each, a "Notice") shall be given in writing by certified mail, postage prepaid, or personally or by nationally-recognized overnight courier, at the following addresses, or by ~~facsimile email~~ to the following ~~facsimile numbers provided email addresses the transmitting facsimile machine shall automatically prepare a confirmation or successful facsimile transmission:~~

To the County:

The County Council
Summit County Courthouse
P.O Box 128
Coalville, Utah 84017
Facsimile: (435) 336-3030

Summit County Director of Community Development
P.O Box 128
Coalville, Utah 84017

With a copy to:
David L. Thomas
Summit County Chief Deputy Summit County Attorney
P.O. Box 128
Coalville, Utah 84017
Facsimile: (435) 336-3287

To Developer:

Colin Hilton
President / CEO
Utah Olympic Legacy Foundation
PO Box 980337
3419 Olympic Parkway
Park City, Utah 84098
Facsimile: (435) 658-4250

With a copy to:

Allison Behjani
Ray Quinney & Nebeker P.C.
36 South State Street, Suite 1400
Salt Lake City, Utah 84111

Commented [CR27]: Does anyone still use a fax? Consider email addresses instead, across the board.

Facsimile: (801) 532-7543

Or to such other addresses, such other facsimile numbers, or the attention of such other person as either Party or their successors may designate by written notice. Notice shall be deemed given upon actual receipt, if personally delivered, when transmitted if delivered by facsimile, one (1) business day following deposit with a reputable overnight courier that provides a receipt, or on the third (3rd) day following deposit in the United States mail in the manner described above.

Commented [CR28]: Ditto to above comment; email addresses.

- 10.14 Applicable Law. This Development Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.
- 10.15 Execution of Development Agreement. This Development Agreement and any amendments may be executed in multiple counterparts or originals. ~~or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other Party within seven (7) calendar days of receipt of said facsimile copy.~~
- 10.16 Indemnification and Hold Harmless. Developer agrees to and shall indemnify and hold County, its officers, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability: (1) for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage which may arise from the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf; and (2) from any claim of damages, just compensation, restitution, judicial or equitable relief due by reason of the terms of or effect arising from the Development Agreement or the Original Development Agreement. Developer agrees to pay all costs for the defense of the County and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any action for damages, just compensation, restitutions, judicial or equitable relief caused or alleged to have been caused by reason of Developer's actions in connection with the Olympic Park SPA or any claims arising out of the Development Agreement or the Original Development Agreement. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this paragraph or due by reason of the terms of, or effects arising from the Development Agreement or the Original Development Agreement regardless of whether or not the County prepared, supplied or approved the Development Agreement or the original Development Agreement, plans or specifications, or both, for the Project. Developer further agrees to indemnify, hold harmless, and pay all costs for the defense of the County, including fees and costs for special counsel to be selected by the County, regarding any action by a third party challenging the validity of the Development Agreement or the Original

[Development Agreement](#) or asserting that damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of, or effects arising from the Development Agreement [or the Original Development Agreement](#). County may make all reasonable decisions with respect to its representation in any legal proceeding.

10.16.1 Exceptions to Hold Harmless. The agreements of Developer in Article 10.16 shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of the County, or (ii) any claim reserved by Developer under the terms of this Development Agreement for just compensation.

10.16.2 Hold Harmless Procedures. The County shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than ten (10) business days after the assertion or commencement of the claim, demand, action or proceeding. In the event any such notice is given, the County shall be entitled to participate in the defense of such claim. Each Party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

10.17 Relationship of Parties. The contractual relationship between the County and Developer arising out of the Development Agreement is one of independent contractor and not agency. It is specifically understood by the Parties that: (a) the Olympic Park SPA Plan is a private development; (b) County has no interest in, responsibilities for, or duty to third parties concerning any improvements to the Olympic Park unless the County accepts the improvements pursuant to the provisions of this Development Agreement or in connection with subdivision plat, site plan, deed, or map approval; and (c) Developer shall have the full power and exclusive control of the Project subject to the obligations of Developer set forth in the Development Agreement.

10.18 No Third Party Beneficiaries. This Development Agreement is not intended to affect or create any rights or obligations on the part of third parties.

10.19 Computation of Time. In computing any period of time pursuant to the Development Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday.

10.20 Titles and Captions. All section titles or captions contained in the Development Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

10.21 Savings Clause. If any provision of the Development Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of the Development Agreement, or the application of such provision to persons or

circumstances other than those as to which it is held invalid, shall not be affected thereby.

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

10.23 Severability. If any provision of the Development Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Development Agreement can be enforced without failure of material consideration to any Party, then the remainder of the Development Agreement shall not be affected thereby and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties. If any material provision of the Development Agreement is held invalid, void, or unenforceable or if consideration is removed or destroyed, the Developer or the County shall have the right in their sole and absolute discretion to terminate the Development Agreement by providing written notice of such termination to the other Party.

10.24 Project is a Private Undertaking. It is agreed among the Parties that the Project is a private development and that the County has no interest therein except as authorized in the exercise of its governmental functions. The Project is not a joint venture, and there is no such relationship involving the County. Nothing in the Development Agreement shall preclude the Developer and any participating landowner from forming any form of investment entity for the purpose of completing any portion of the Project.

~~10.24~~10.25 Recordation. Upon execution by the Parties, the County shall file this Development Agreement for recordation in the Summit County Recorder's Office.

IN WITNESS WHEREOF, this Development Agreement has been executed by Summit County, acting by and through the County Council of Summit County, State of Utah, pursuant to Ordinance No. _____, authorizing such execution, and by a duly authorized representative of Developer, as of the above stated date.

SUMMIT COUNTY
By: Summit County Council

Canice Harte
Chair

Attest:

Summit County Clerk

Approved as to Form:

David L. Thomas
Summit County Chief Deputy Attorney

UTAH ATHLETIC FOUNDATION, a Utah non-
profit corporation
By: Utah Olympic Legacy Foundation

Colin Hilton
President/CEO

STATE OF UTAH)
 :ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Colin Hilton, President/CEO of the Utah Olympic Legacy Foundation.

Notary Public Residing at: _____
My commission expires: _____

BOOK OF EXHIBITS TABLE OF CONTENTS

Exhibit A	Project & Legal Description	Page #	Commented [LK29]: Add page numbers once finalized.
A.1	Project Description		
A.2	Project Area: Parcels & Acreage		
A.3	Utah Olympic Park Boundary Survey Revised 2025	56	
Exhibit B	Master Conceptual Site Plan (MCSP)		
Exhibit C	Land Use and Zoning Charts		
Exhibit D	Architectural Guidelines		
Exhibit E	Landscaping Plan		
Exhibit F	Lighting Plan		
Exhibit G	Comprehensive Sign Plan		
Exhibit H	Community Benefits		
Exhibit I	Future Olympic Transportation & Security Staging Areas		
Exhibit J	Exchange Agreement		
Exhibit K	Traffic Studies		
K.1	Original Traffic Study		
K.2	Revised Trip Generation Memo (2025)		Commented [LK30]: Add page numbers once finalized



EXHIBIT A

Project & Legal Description

Exhibit A.1 Project Description

UTAH OLYMPIC PARK SPECIALLY PLANNED AREA 3419 OLYMPIC PARKWAY, PARK CITY, SUMMIT COUNTY, UTAH

The Utah Olympic Park Specially Planned Area (UOP SPA) combines a unique history and an ambitious future. Utah Olympic Park (Park) was integral in attracting and hosting events of the 2002 Olympic Winter Games and now looks to further sustain its operation by adding complementary development. The proposed elements will promote and serve an expanded variety of programs and users. The Utah Athletic Foundation d.b.a. Utah Olympic Legacy Foundation, a 501(c)(3) non-profit organization, oversees the ~~405392~~ acres of the Utah Olympic Park (previously known in the 1990's as the Utah Winter Sports Park).

The Core Missions of the Foundation include efforts to:

- Maintain, operate, and enhance Utah's Olympic Legacy Facilities
- Engage and involve more people - especially Utah's youth - in winter sport
- Inspire, educate, and entertain the public through unique & exciting public offerings
- Improve the quality of youth sport and physical activity programs in Utah
- Ensure the long-term viability & relevance of Utah's Olympic Legacy efforts

The Utah Olympic Park SPA will provide opportunities for the Foundation to reach these goals and objectives by:

- Creating a dynamic year round Olympic Sports Campus
- Following a set of "Guiding Principles" for development that looks to attract building types and uses that will support & complement the existing Olympic Winter Training Facilities & Programs, including:
 - Sports Medicine/Sport Science Facilities
 - Athlete Housing/Lodging Opportunities
 - Office Campus
 - Added family/public oriented activities
 - Increased meeting/convention space

The UOP SPA Master [Conceptual Site Plan \(MCSP\)](#) proposes a unique mix of land uses focused around existing and future centers of sport activities. The ~~MCSP~~[Master Plan](#) clusters these uses within a central campus area, providing for an efficient, pedestrian-friendly assembly of health, recreation, and sport centered facilities. These planned uses will provide for a viable long-term strategy that will build upon the foundation that exists at Utah Olympic Park while creating a new synergy of uses that will benefit the Park long-term. These uses are envisioned to include Offices, Sport Science facilities, Recreational Training facilities, [a Hotel](#), Athlete and Employee Housing, Tourist and Visitor Amenities and Resort Support services.

The ~~MCSP~~[Master Plan](#) proposes a mix of public and private facilities that will provide the Foundation with varied revenue streams that may include land lease agreements, for sale properties, increased tourism/visitation, meeting and convention facilities, and an enhanced recreational and community user base.

Building upon the existing Park facilities provides a unique opportunity to create a sustainable operating model. The Olympic Legacy Foundation's Board and leadership are motivated to find creative ways to "self-sustain" *itself* in perpetuity through public & private partnerships promoting quality development projects. These efforts and envisioned activity centers will further establish the Utah Olympic Park as a significant destination within Summit County and the Park City region for generations to come.

DESIGN TEAM

Utah Olympic Park

Colin Hilton
Utah Olympic Legacy Foundation 3419
Olympic Parkway
P.O. Box 980337
Park City, UT 84098-0337 435.658.4200

Development Consultant

Steve Brown
Millcreek Consulting & Development 3017
E. Kempner Road
Salt Lake City, UT 84109 801.277.2525

Land Planning/Landscape

Architecture

Eric Langvardt, RLA
Langvardt Design Group 1525
Westmoreland Drive Salt Lake city,
UT 801.505.8090

Architecture

Craig Elliott
Elliott Workgroup 364 Main Street

P.O. Box 3419
Park City, Utah 84060 801.415.1839

Civil Engineering

Steve Schueler & Michael Demkowitz
Alliance Engineering
P.O. Box 2664
Park City, UT 84060 435.649.9467

Traffic Engineer

Jon Nepstad & Preston Stringer
Fehr and Peers
2180 South 1300 East, Suite 220
Salt Lake City, UT 84106
801.463.7600

Financial Analysis

Lauren Knowles
Lodestar West, Inc.
PO Box 1011
Park City, UT 84060 435.901.8434

Exhibit A.2 Project Area: Parcels & Acreage

Commented [CR31]: I would prefer that we attach the legal descriptions here, instead of just tax parcels numbers.

The Olympic Park Specially Planned Area consists of the following parcels and acreage:

PARCEL	ACRES
~~KJS-5-X~~ PP-62-KJS	5.243
KJS-6-1AM	3.000
PP-62-3-UAF-X	2.000
PP-62-4-X	3.000
PP-63-A-X	254.400
PP-63-A-2-X	1.46
PP-63-A-3-X	11.310
PP-65-A-X	124.940
Total Olympic Park Project Area	392.583405.31

Commented [DT32R31]: The UOP Survey will be attached

Exhibit A.3 Utah Olympic Park Boundary Survey Revised 2025

Commented [DT33]: There is a Kimball Junction Subdivision 2nd Amended and a Utah Olympic Legacy Foundation Subdivision, which are unapproved and hence, are not included in the Amended and Restated DA. As noted earlier, to the extent that UOLF wants to subdivide land, it is entitled to go through the preliminary and final subdivision plat processes in the Code.

**INSERT REVISED RECORD OF SURVEY
HERE**



EXHIBIT B

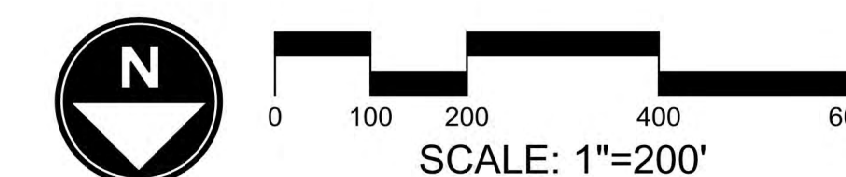
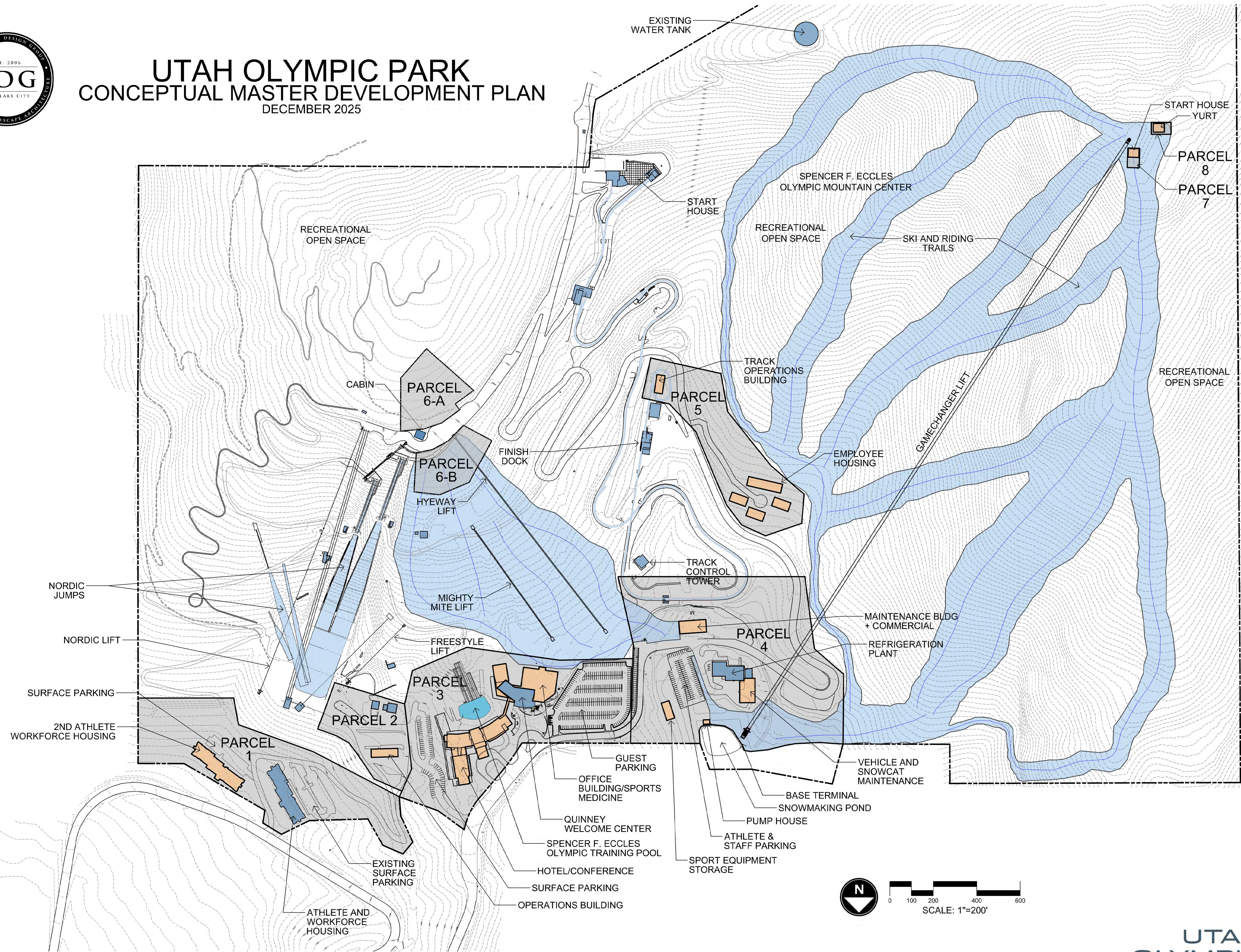
Master Conceptual Site Plan

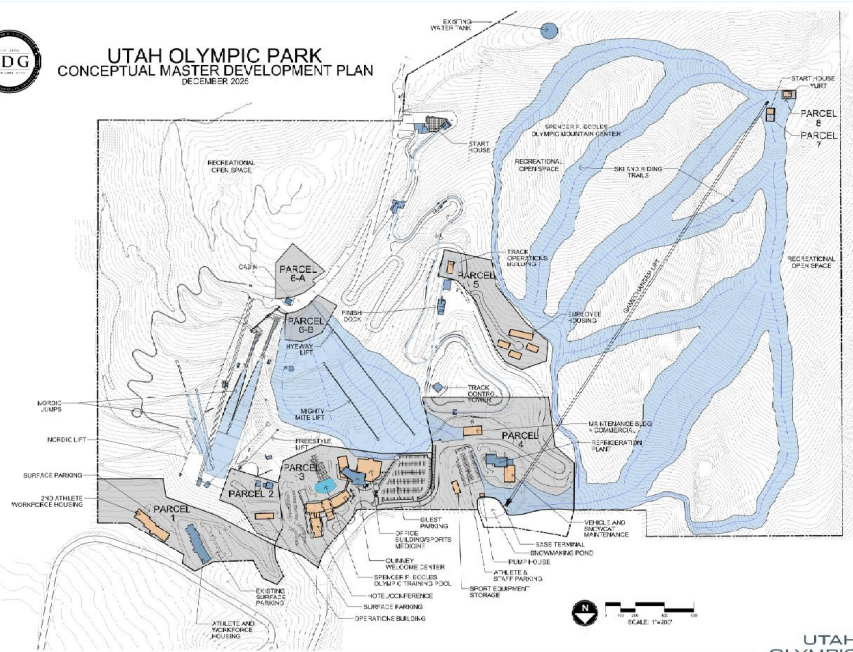


UTAH OLYMPIC PARK

CONCEPTUAL MASTER DEVELOPMENT PLAN

DECEMBER 2025





Commented [CR34]: This is a very important drawing but is too small to read and will be garbage once it's recorded and copied in black and white. Is there no way to make it 24" x 36" in black and white. All of these color exhibits will be toast once recorded and copied.



EXHIBIT C

Land Use and Zoning Charts

Mandatory Land Use Planning Principles

Dedication & Preservation of Viewshed/Environmental Features

Description: Preservation of viewsheds shall, when possible, include the retention of all or major portions of all meadow and hillside viewsheds all ridgelines, and significant environmental features such as all waterways and non-jurisdictional wetlands, wildlife habitat, wildfire hazard areas, historic and cultural artifacts, and geologic features. This is to be accomplished by, among other things, minimizing the removal of vegetation from the site and the amount of over lot grading required to fit the project into the natural landscape. These important features of the predevelopment landscape shall be as identified on the applicable land use plan map or by field inspection at the time of a development application.

Accomplished by:

Retention of all visual hillside viewsheds and ridgelines within the Sun Peak/Silver Springs Neighborhood and West Mountain Neighborhood Planning areas as viewed from Highway 224. Development is restricted to the least environmentally and visually sensitive and most developable areas of the property. Development area is clustered in the existing saddle adjacent to existing structures and parking areas. Development is placed to minimize the removal of significant vegetation.

Consistency with Desired Neighborhood Character

Description: Development shall be compatible with the desired neighborhood development patterns and policies identified in the Snyderville Basin General Plan and both the applicable neighborhood planning areas ~~plan~~ and ~~future~~ land use ~~plan~~ maps. Minor development that exceeds base densities should ensure economy of service delivery not only for Summit County and special service districts, but also to residents of the development. At least sixty percent (60%) of the total development parcel(s) that exceed base density shall be maintained as open space in a manner that is consistent with the goals and objectives of the Snyderville Basin Development Code. In certain instances, development, at the option of Summit County and when requested in writing by the developer, may make a cash in lieu of open space contribution to Summit County for the purposes of acquiring open space and open use recreation facilities at another location.

Accomplished by:

Utah Olympic Park is an existing Center of development located in an established development node. Utah Olympic Park property is compatible with desired West Mountain neighborhood development patterns of the General Plan and supports the recreational and resort nature of the region. The Resort Center is a complementary use to the existing West Mountain neighborhood, ~~plus~~ and provides for on-site housing opportunities for employees and athletes of the proposed SPA uses. ~~Ensures~~ ~~It ensures~~ economy of service delivery to

Summit County, service districts and residents of the Community through the use of a clustered "Resort Center" Land Plan. The plan meets and exceeds the 60% open space minimum.

Community & Neighborhood Recreation Facilities

Description: Development shall provide appropriate neighborhood recreation and trail facilities, in terms of location, type, and variety that meet the specific neighborhood resident demands that will be generated by the development project. The areas designated for such uses shall not simply be left over spaces within a development. They shall be appropriate in terms of size and quality for the intended use. The specific recreation and trail facilities provided shall be adequate to satisfy the neighborhood demand. While consideration shall be given to standards established in the Code, the unique characteristics of the neighborhood shall be taken into consideration in determining specific requirements. The long term care of these facilities shall be the responsibility of the developer or subsequent residents of the project. In certain instances, development with minimal units, at the option of Summit County and when requested in writing by the developer, may make a cash in lieu of facility contribution to the Snyderville Basin Special Recreation District to fulfill required neighborhood requirements. Written agreement approving the contribution and use of the funds shall require the consent of the Snyderville Basin Special Recreation District. Community contributions shall include the provision/dedication of sufficient land to accommodate public trail links/connections identified on the Recreation and Trails Master Plan. A development's contribution may occur on or off site, so long as the contribution is consistent with the intent of and serves the purpose identified in the Master Plan.

Accomplished by:

The Resort Center development does not create significant resident demands for Neighborhood Recreational Facilities. Existing trails are available for on-site workforce and athlete residents' use.

LAND USE AND ZONING: Chart 1							
Parcl	Maximum Building Height	Commercial Gross Floor Area	AAWHU Gross Floor Area	Attainable Housing Gross Floor Area	Olympic Park Operational Support Use Gross Floor Area	Maximum Gross Floor Area	Principal Use
1	55'	30,000 sf	60,000 sf	30,000 sf	0	120,000 sf	AAWHU/ Attainable Housing/ Lodging
2	40'	0	0	0	30,000 sf	30,000 sf	Olympic Park Operational Support
3	63'	190,000 sf	0	0	55,000 sf	245,000 sf	Commercial: Lodging/ Office/ Sports Performance/ Welcome Center
4	63'	25,000 sf	0	0	42,852 sf	67,852 sf	Olympic Park Operational Support/ Commercial/ Maintenance
5	50'	0	21,980 sf	20,000 sf	10,000 sf	51,980 sf	AAWHU/ Attainable Housing/ Olympic Park Operational Support
6-A 6-B	36'	10,000 sf	15,000 sf	25,000 sf	0	50,000 sf	AAWHU/ Attainable Housing
7	50'	0	0	0	2,000 sf	2,000 sf	Olympic Park Operational Support
8	50'	2,000 sf	0	0	0	2,000 sf	Commercial

Notes: For Parcels 1-5, development square footages may be placed in any development parcel within the SPA. No maximum square footages within development parcels 1-5 are established or required provided the proposed development meets all SPA and/or Summit County Development Standards. The Maximum Gross Floor Area does not include Athlete Support Uses as defined in Section 1.6 or Commercial Support Uses as defined in Section 1.10.

LAND USE & ZONING: Chart 2				
Uses	Allowed	Low Impact	Conditional	Temporary
Accessory Buildings under 2,000sf including Athlete Support	X			
Accessory Buildings between 2,000sf and 10,000sf including Athlete Support		X		
Accessory Buildings over 10,000sf including Athlete Support			X	
Art/Sculpture/Architectural Icon		X		
Athlete Support Facilities	X			
Bars, Taverns, Private Clubs			X	
Beauty Shop, Barber	X			
Bed and Breakfast Inn			X	
Building and Maintenance Services	X			
Car Port, Private		X		
Child Care, Commercial	X			
Churches, Schools, Institutional Uses	X			
Construction Trailer/Offices				X
Cultural Activity		X		
Dwelling Unit, Accessory under 1,000sf	X			
Dwelling Unit, Loft	X			
Dwelling Unit, Athlete, Dormitory	X			
Dwelling Unit, Multi-Family	X			
Dwelling Unit, Multi-Family, Townhouse	X			
Dwelling Unit, Single-Family Detached	X			
Event Tent, Private	X			
Food Cart, Outdoor/Mobile Food Vendor	X			
Health Care Facilities	X			
Hotel, Inn		X		
Indoor Entertainment, Commercial	X			
Laundromat	X			
Maintenance Facility, Park or HOA	X			
Newsstand	X			
Property Management Offices/Check-in Facilities	X			
Offices, General	X			
Offices, Medical and Dental	X			
Open Recreation Uses		X		
Outdoor Dining	X			
Outdoor Display of Merchandise, on premise		X		

Parks	X			
Parking Structure, stand-alone above ground			X	
Parking Lot, Surface or under Building Footprint	X			
Property Management		X		
Public Facilities		X		
Reception Center	X			
Recreation, Public	X			
Recreation and Athletic Facilities, Commercial	X			
Recreation and Athletic Facilities, Private		X		
Restaurant, Deli or take out, Neighborhood		X		
Restaurant, Full Service		X		
Retail Sales, Associated with Recreation Commercial	X			
Retail Sales, Food	X			
Retail Sales, General		X		
Ski Lifts, New		X		
Signs		X		
Skating Rink, Outdoor	X			
Ski Lifts, Replacement	X			
Ski Runs, New		X		
Storage UOP or Maintenance	X			
Swimming Pool, Public and Private		X		
Telecommunication Facilities		X		
Temporary Structures				X
Trailhead	X			
Trails, Community Wide	X			
Transportation services/ Facilities		X		
Utility Facilities, Underground	X			
Utility Facilities, Above-Ground		X		
Utility Facilities, Major			X	
Vehicle Control Gate	X			
Vendor, Short-Term				X

Notes:

1. All uses not listed herein but shown within the specific SPA Plan Book of Exhibits shall be allowed uses.
2. Recreational open space areas may include all recreational activities and/or facilities necessary to support Utah Olympic Park goals and objectives.

Commented [DT36]: The hotel and inn use was moved from CUP to LIP

Commented [CR37R36]: Is this wise to do?



EXHIBIT D

Architectural Guidelines

See Utah Olympic Park SPA Plan Book of Exhibits (October 2013), Exhibit D



EXHIBIT E

Landscaping Plan

See Utah Olympic Park SPA Plan Book of Exhibits (October 2013), Exhibit E



EXHIBIT F

Lighting Plan

See Utah Olympic Park SPA Plan Book of Exhibits (October 2013), Exhibit F



EXHIBIT G

Comprehensive Sign Plan

See Utah Olympic Park SPA Plan Book of Exhibits (October 2013), Exhibit G



EXHIBIT H

Community Benefits

Community Benefit Criteria

Environmental Enhancements (High)

Description: Environmental enhancements shall include, but are not limited to, programs and improvements that will enhance existing wildlife habitat, rehabilitating wetlands disturbed by various land use practices, measures to protect air quality, establishing fisheries in local streams, and other such features. Such enhancements must be compatible with the Snyderville Basin General Plan and the applicable neighborhood plan. Environmental enhancements must produce benefits for the enjoyment of all residents of the Snyderville Basin. Improvements that are provided largely for the enjoyment of residents of the development and which produce only minor benefits for the general population may receive some density credit, but only to the extent that the general public benefits from the improvement.

Enhancements include Accomplished by:

- Promote mass transit including easy access to High Valley shuttle and Bus Routes, reducing the need for automobiles within the Park.
- All new Buildings will be constructed to a minimum of Energy Star 2011 building standards.

Affordable Athlete and Workforce Housing Units (AAWHU)- Restricted Affordable Housing

Description: Higher densities will be permitted when restricted affordable housing is provided within the project. Restricted housing must be of a type that is compatible with the neighborhood within which it is proposed. Restrictions by deed or other desired mechanism shall include appropriate sales and resale restrictions, rental rates restrictions, and other appropriate measures. The restrictions shall ensure that the dwelling units are oriented toward persons employed or doing athlete training within Summit County or surrounding counties and remain affordable to those employed or training in Summit County or surrounding counties in perpetuity, including rentals and sales beyond the original owner. Affordable housing types and size, together with the percentage of such units provided must be compatible with and deemed appropriate by Summit County for the neighborhood in which it is proposed and meet the housing needs of the community. Before restricted affordable housing density increases are granted, the ability of the local community to absorb the number and type of units proposed must be demonstrated. It is not the intent of Summit County to create neighborhoods comprised of restricted affordable housing only.

Commented [CR38]: What does this mean?

Accomplished by:

- The Utah Olympic Park Resort Center development may provide for up to approximately 170 Affordable Athlete and Workforce Housing Units (AAWHUs) with a wide range of housing types serving athletes, coaches, and employees working or training at the Utah Olympic Park. The Developer is committed to deed restricting more AAWHUs units above than the minimum required ments (39.8851.42 AAWHUs) of at least 10%.

Commented [CR39]: Is this 39.88 the minimum or the number of affordable units, which is claimed to be in excess? What is the required number of units?

- Housing Units also include Long-term and Short-term units for both Athletes and Workforce at the Utah Olympic Park.
- UOLF will provide for restrictions that enable the units to be available to athletes and employees who are working and training at Utah Olympic Park.

Utah Olympic Park Affordable Athlete and Workforce Housing Summary

Required Affordable Athlete and Workforce Housing Units ("AAWHU"): 39.88

Affordable Athlete and Workforce Housing Agreement and Deed Restrictions:

County and UOLF entered into that certain Housing Agreement for a portion of Utah Olympic Park, Snyderville Basin, Summit County, Utah, dated August 30, 2019, and recorded on September 27, 2019, in the Office of the Summit County Recorder as Entry No. 01118683, in Book 2531, beginning at Page 0774 (the "Housing Agreement").

The proposed Affordable Athlete and Workforce Housing Units exceed project minimum requirements. Appropriate deed restrictions, as approved by Summit County, shall be recorded against each AAWHU unit at the time of certificate of occupancy.

The Housing Agreement shall be updated and recorded consistent with this Development Agreement.

AAWHUs may be for rent, purchase, or a combination.

Short-term and Nightly Rentals will be allowed for AAWHU units. No rental term restrictions shall apply to these units.

Fee Waivers:

1. A waiver of 50% of the fees for each unit targeting 60-80% AMI.
2. A waiver of 75% of the fees for each unit targeting 40-60% AMI.
3. A waiver of 100% of the fees for each unit targeting 20-40% AMI.
4. At the sole discretion of the County Manager~~Chief Executive of Summit County~~, and upon good cause shown, community- oriented housing non-profits only may be granted a waiver of 100% of the fees for all units.

Commented [CR40]: How many are proposed if 39.88 are required?

Commented [DT41]: There are still no deed restrictions recorded against the initial athlete housing building. They were supposed to be recorded at C.O.

Commented [DT42]: Canice would allow this on Parcel 1, but prohibit it on parcels 5, 6-A and 6-B.

Affordable Athlete and Workforce Housing Generation:

Commented [DT43]: Need an updated Chart from UOLF

Commented [CR44R43]: So is the 39.88 units based upon the old square footage?

AAWUE CALCULATIONS

	Enter SQ/FT Proposed Square Feet/SF	5000 Exemption	Calc SQ/FT	SF	Rooms	FTEs	Employees
Commercial/Retail	10,000	5,000	5,000	5,000		3.3	16.5
High intensity, including, but not limited to call centers, real estate/property management offices, recreation/amusements	5,000	5,000	-	-		5.6	0
Lodging/hotel	185,000	5,000	180,000	180,000	0	0.6	0
Low intensity, including, but not limited to, utilities, education, medical offices, light industry, research parks	25,000	5,000	20,000	20,000		2.62	52.4
Medium intensity, including, but not limited to, banking and professional services	25,000	5,000	20,000	20,000		3.7	74
Restaurant/Bar	5,000	5,000	-	-		6.5	0
General Commercial	2,000	5,000	(3,000)	-		4.4	0
	257,000		222,000	222,000			142.9
						Inclusionary %	0.2
						Total Employees	28.58
						Workers Per HH	19.05
						Jobs per worker	15.88
						Total Commercial AAWUEs	15.88
						Market Rate Residential Units	122.00
						Inclusionary %	0.20
						AAWUE	24.40
						Round Down	24.00
						Total Project AAWUE Requirement	39.88

* per Summit County

** W.U.E. Obligation Calculation

Employees x .20 = X

X divided by 1.5 (workers per

household)= Y

Y divided by 1.2 (jobs per worker)=

W.U.E. required

Workforce Housing:

Building 1 – AAWHU

Unit Type	Min Size	Type	Size	AAWHUE	Unit Count	AAWHUE Value	
Studio	< 450	B	448	0.5000	11	5.5	18 beds
2 Bedroom	> 725	B2	757	1.5000	11	16.5	30 beds
2 Bedroom	> 850	C4	870	2.0000	8	16	40 beds
Total AAWHU						38	

*Potential additional AAWHU

Unit Type	Min Size	Type	Size	AAWHUE	Unit Count	AAWHUE Value	
Studio	< 450	B	448	0.5000	11	5.5	
2 Bedroom	> 725	B2	757	1.5000	11	16.5	
2 Bedroom	> 850	C4	870	2.0000	8	16	
Fourplex							
SFH							

**AAWHU product mix and sq ft may change as needed to meet the housing needs of the Utah Olympic Park and the community*

Utah Olympic Park Attainable Housing Summary

Attainable Housing Maximum Gross Floor Area: 75,000 square feet

Attainable Housing Deed Restrictions:

Appropriate deed restrictions, as approved by Summit County, shall be recorded against each Attainable Housing dwelling unit at the time of certificate of occupancy.

Attainable Housing dwelling units may be for rent, purchase, or a combination.

Short-term and Nightly Rentals are prohibited.

No fee waivers shall be applicable to Attainable Housing dwelling units.

Contribution to Community Trails and Parks

Description: Contributions for community parks and trails shall be made according to the Snyderville Basin Recreation and Trails Master Plan. Facilities “required” to meet specific neighborhood or project needs will not be considered as contributions to the communitywide system. Improvements and/or contributions must be considered appropriate and desirable by

Commented [DT45]: Need updated chart from UOLF with the correct “Type” of unit listed

Commented [DT46]: Need a more detailed explanation from UOLF of the Attainable Housing component and how it works.

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the Snyderville Basin Special Recreation District. The level of density incentive will relate to the value of the community benefit received from the contribution.

Accomplished by:

- Provide for integral trail connection of the potential future Hi-Ute Ranch Trail to the Sun Peak and Canyons neighborhoods.
- Extension of UOP trails to link with future Hi-Ute trail and create a UOP loop trail within the Park.
- Provide maintenance for new Cross Country trails located adjacent to UOP minimizing maintenance costs to SBSRD by utilizing available Park equipment.
- Providing Trail Connection from UOP Loop Trail to new Cross Country Trails in lower basin open space.

Exceeds Open Space Requirements for Project

Description: Density incentives will be granted by Summit County when development project provides significant and meaningful open space consistent with the requirements established in Policy 5.1 of the General Plan, and when the amount of open space provided exceeds the required open space for the site as established in the Development Code.

Accomplished by:

- As required in Chapter 5.1 of the General Plan, the Utah Olympic Park provides “meaningful open space.”
- ~~82% of The~~ Utah Olympic Park ~~Site is provided~~ more than the minimum required as Open Space. Open Space is proposed in large contiguous areas and includes near view buffers as identified in the General Plan.
- Required Open Space is located to protect the most important attributes and character of the site. Utah Olympic Park preserves:
 - Scenic hillside viewsheds and ridgelines.
 - Provides open space connections to and through the village linking adjacent neighborhoods to amenities, parks and trails.

Commented [CR47]: How much is required?

7

Tax Base & Economic Enhancements

Description: The potential density incentive will be partially a function of tax base and economic enhancements desired by Summit County, which may include, but are not limited to, job generation for the local labor supply; enhancements to the resort economy which may include appropriate short-term accommodations and recreation amenities; significant assessed valuation increases that benefit the County and special service districts; and/or significant increases in sales tax revenues to Summit County. Such projects shall be required to accommodate the unique seasonal employee housing needs of the development project in order to qualify for this measure. The development project shall be phased in a manner that ensures that tax revenues are available to Summit County and special service districts before those aspects of the project that may produce a fiscal burden on service providers are constructed. A fiscal, economic, and

seasonal housing needs assessment of the project, based on assumptions approved by Summit County, will be required to demonstrate the level of enhancement generated by the project.

Accomplished by:

- Utah Olympic Park complements the existing Resort Character of the Canyons, Park City and Deer Valley resorts providing a unique mix of destination amenities and attractions.
- Utah Olympic Park provides a variety of Housing for resort industry support including appropriate full time and ~~short-term~~seasonal Athlete and -Workforce Housing.
- Utah Olympic Park amenities and attractions provide for direct and indirect economic income to Summit County and the community as a whole with the ability to draw resort and recreational tourists - 280,000 total current yearly visits.
- Provides additional Dwelling Units, Commercial/Office space, and tourism tax base to Summit County.
- Increased property, sales, and resort community tax as a result of tax increment financing methods.
- ~~Resort Center~~ pp Provides Job Growth within the Resort Industry through ~~rough~~ additional Recreation Training Facilities and Commercial/Office uses.
- Provides growth of sport within Summit County through additional Sport Training Facilities ~~providing Growth of Sport within Summit County.~~
- Current Financial Impacts to local economy from UOP Special Events (Athletes) = 3,000 to 5,000 total room nights per year.
- Provides eExpanded ~~a~~Athlete ~~t~~Training ~~v~~Visits ~~o~~Outside of Special Events.

Compatibility with “Town, Resort, Village Design”

Description: Higher densities may be permitted within those areas designated Town or Resort Center on the applicable neighborhood land use plan map. However, to qualify for density increases under this provision, all development must comply with the appropriate design principles identified in Policy 3.8 of the Snyderville Basin General Plan. Furthermore, development shall be clustered at a minimum rate of approximately five (5) units per one acre so as to create an appropriate critical mass within the developed area.

Accomplished by:

- As outlined in Policy 3.8 of the General Plan, the Utah Olympic Park is suitable as a Resort Center and is an appropriate location because it:
 - Creates ~~minimal~~no disturbance to environmentally “critical” areas. ~~Resort Center~~ and builds upon an existing Resort base.
 - ~~Has m~~Minimal disturbance to environmentally “sensitive” areas and Visual impacts are minimized by placing majority of development on existing saddle and off of hillside viewsheds.
 - ~~Resort Center location i~~s compatible with the West Mountain Neighborhood Land Use Plan objectives and the. ~~Additionally~~, proposed development area is buffered from all existing land uses.

- ~~The Resort Center is~~ highly accessible from major roadways within the Snyderville Basin and Kimball Junction ~~and~~. Access to and from the Village will not adversely affect existing residential neighborhoods.
- ~~The Resort Center is~~ in close proximity to existing economic and employment generators.
- ~~The Resort Center is~~ near appropriate infrastructure and services.
- ~~The Resort Center is~~ designed to be pedestrian-oriented, accommodate mass transit opportunities and minimize the use of automobiles within the ~~Project~~ Resort Center.

Land Bank & Development Right Relocation

Description: Summit County will use density incentives to encourage development right relocation from a less desirable location within the Snyderville Basin to a more desirable location within the Snyderville Basin or suitable contributions of land for land bank purposes to Summit County. The incentive shall be related to the public benefit received from the relocation, but it is recognized that significant density increases may be considered to achieve development relocation. It also is recognized that less desirable locations for development vary in degree of significance to the community. The more significant the area in which the development rights are being relocated from, the greater the incentive that will be considered. To qualify, density must be relocated from one parcel to another, not within the same parcel. Before a density incentive is granted, it must be demonstrated that the proposed density is appropriate in the area acquiring the density and that a reduction of density from the area in which the development rights are being relocated is appropriate and in the public interest.

Accomplished by: None Proposed

Unique Public Facilities & Amenities Exceeding Project Requirements

Description: Unique community facilities and amenities shall be considered only when it is demonstrated that the improvements or land contribution exceed the specific and identifiable impacts and/or needs of the project. The density shall be directly related to the value of the community benefit. Before a density incentive is granted, however, it also must be demonstrated that there is a need for the proposed improvements: that the improvements or land are needed or desired at the proposed location; that the land is appropriate in size and that the terrain is appropriate to accommodate the intended use; and the improvement is compatible with the surrounding neighborhood. Such benefits may include structured parking when it will result in the preservation of additional and desirable open space, school sites, trail underpass/overpass; public buildings; the provision of alternative transportation systems and facilities, or other such improvements that are determined to be desirable under the General Plan.

Accomplished by:

The Resort Center contains existing Amenities and Facilities including:

- Olympic Park Tours
- Eccles 2002 Olympic Winter Games Museum

- Alf Engen Ski Museum
- Summer Bobsled Rides
- Zipline Rides
- Alpine Slide
- Freestyle Aerial Show
- Youth Sport Programs – Summer & Winter

Future Facilities and amenities include:

- Expanded Training Facilities for High Performance and Community Recreation Programs
- Adventure Courses
- Special Events tents within Public Plazas to support Receptions, Meetings and Group Events
- Expanded Viewing Areas/Plazas around the Freestyle Pool



EXHIBIT I

Future Olympic Transportation & Security Staging Areas

See Utah Olympic Park SPA Plan Book of Exhibits (October 2013), Exhibit I



EXHIBIT J

Exchange Agreement

See Utah Olympic Park SPA Plan Book of Exhibits (October 2013), Exhibit J



EXHIBIT K

Traffic Studies

See Utah Olympic Park SPA Plan Book of Exhibits (October 2013), Exhibit K

Memo

Date: December 03, 2025

To: Christopher M. Conabee; Utah Development and Construction

From: Fiona Dunn, Preston Stinger; Fehr & Peers

Subject: Utah Olympic Park Trip Generation

Introduction

This memorandum evaluates the differences in trip generation between the original land use program included in the 2011 Traffic Impact Study (TIS) for the Utah Olympic Park (UOP) development in Summit County, Utah, and the updated site plan as of 2025. The original TIS, submitted in November 2011, was approved by Summit County. Since that time, minor modifications have been made to the land use assumptions. As a result, a new trip generation analysis has been conducted to reflect the changes associated with the updated development plan.

General Update

At the time of the 2011 TIS, UOP had the following proposed land uses set to be built over two phases. The first phase of the project included:

- 112 residential units
- 40,000 square feet of medical office
- 6,200 square feet day lodge expansion, including 3,100 feet of athlete support and 3,100 feet of conference/reception/flex space

The second phase (full build out) of the project included:

- 13,900 square feet of indoor recreation
- 3,875 square feet of commercial
- 9,000 square feet of school approximately 90 students (including 45 existing students)
- 103,710 square feet of office
- 2,600 square feet of luge facility
- 6,000 square feet of lift/recreation base
- 29 residential units

Since 2011, UOP has constructed an athlete housing residential building which contains 72 dwelling units. These units are estimated to generate 23 AM peak hour, 25 PM peak hour, and 282 daily trips.

These trips are included in the new (2025) land use program trip generation as they currently exist and can explain some of the differences between the number of trips generated by each program.

Land Use Program Update

Per the 2011 and 2025 land use programs, the proposed development is slated to be built adjacent to the existing Utah Olympic Park facilities along Olympic Parkway between Olympic Parkway (New Park Boulevard) and Bear Hollow Drive. Access to the development will occur by way of Olympic Parkway, under existing roadway geometry. However, according to the Summit County Long Range Transportation Plan (LRTP) from 2022, there is a proposed project to connect Olympic Parkway to Bear Cub Drive. If completed, this will distribute traffic generated by the development onto two roadways and two intersections. As such, there is potential that this distribution of traffic will improve existing traffic conditions despite any increase in land uses and trip generation.

Key differences in the land use programs between 2011 and 2025 include:

Phase 1:

1. **Reduction in medical office space;** the 2011 land use program included over double the amount of square footage devoted to medical office space as proposed in the 2025 land use program.
2. **Increase in general office space;** the 2011 land use program included all general office spaces as part of Phase 2, however, in the 2025 update this land use has been moved to Phase 1. As such, there is an increase during Phase 1, but under a full build out, the general office land use decreases approximately by half.
3. **Addition of a hotel;** the 2025 land use program includes a 120-key hotel, which was absent from the original land use program.

Full Build Out:

1. **Increase in athlete support uses;** the 2025 land use program more than doubles the amount of square footage available as athlete support.
2. **Removal of the school;** the 2011 land use program included a school, which is absent from the updated land use program.
3. **Reduction in general office space;** the 2011 land use program included over 100,000 SF devoted to general office space in Phase 2. In the 2025 land use program, all general office space is in Phase 1, however, the total amount, between the two phases, decreases by nearly half.
4. **Increase in commercial/flex space;** the 2011 land use program had a minimal amount of space devoted to a small café, staging, or pro shop – all of which were intended serving existing Olympic Park users. The square footage devoted to these uses is proposed to be increased. However, as is stated in the 2011 TIS, these uses do not generate trips as they are for guests who are already on site at the UOP for a variety of other uses.

The differences between the two programs are outlined below in **Table 1** which includes all of the 2025 potential land uses.

Table 1. Land Use Program Comparison

Land Use	2011 Land Use Program	2025 Land Use Program	Difference	Percent Difference
Phase 1				
Residential ³	112 DU	72 DU	-40 DU	-36%
Medical Office	40,000 SF	15,400 SF	-24,600 SF	-62%
General Office	-	69,600 SF	+69,600 SF	-
Athlete Support	6,200 SF	15,000 SF	+8,800 SF	+142%
Hotel	-	120 Keys	+120 Keys	-
Full Build Out (including Phase 1)				
Residential	141 DU	222 DU	+81 DU	+57%
Athlete Support/Indoor Recreation	20,100 SF	45,500 SF	+25,400 SF	+126%
Medical Office	40,000 SF	15,400 SF	-24,600 SF	-62%
General Office	103,700 SF	69,600 SF	-61,100 SF	-33%
Hotel	-	120 Keys	+120 Keys	-
Winter School	45 Students	-	-45 Students	-
Commercial/Flex	3,900 SF	12,000 SF	+8,100 SF	+207%

1. Rounded to the nearest 100th.

2. Luge Facilities and Lift/Recreation Base land uses from the 2011 Program are excluded as they are not destination uses and as such are not anticipated to generate trips from outside the development.

3. The 72 dwelling units in the 2025 Phase 1 land use program have already been built since 2011.

Source: Fehr & Peers, 2025.

Trip Generation

The trip generation rates for the 2025 land use program were based on the Institute of Transportation Engineers (ITE) *Trip Generation*, 12th Edition (2025), which provides the most current and up-to-date data available. This represents an update from the 8th Edition (2008) used in the original 2011 Traffic Impact Study (TIS).

Consistent with the TIS methodology, trip generation for athlete support uses was derived from data collected during the original study. These custom rates were maintained as the travel behavior associated with these uses is unique. It has been observed that residents of the development will primarily access these facilities, resulting in relatively few trips from outside the development.

In addition, Fehr & Peers applied the Mixed-Use Development (MXD+) methodology designed to account for the traffic benefits of mixed-use projects. MXD+ evaluates interactions among land uses and the share of trips made by alternative modes (e.g., transit, bicycling, walking). Based on MXD+ outputs for Phase 1, internal capture trip reductions of 8.6% (daily), 10.2% (AM peak), and 6.1% (PM peak) were applied—reflecting cases where a single visitor engages with multiple land uses within the development during one trip. Further trip reductions of 1.9% (daily), 2.2% (AM peak), and 1.9% (PM peak) were applied to account for mode shifts to active transportation and transit. MXD+ outputs for Full Build Out estimated internal capture trip reduction rates of 11% (daily), 14.4% (AM peak), and 7.5% (PM peak) which were applied to the trip generation. With further trip reductions of 2% (daily), 2% (AM peak), and 1.8% (PM peak) also applied to account for mode shifts. Together, these adjustments

provide a more realistic estimate of total external trip generation for the project under Phase 1 and Full Build Out conditions.

Table 2 shows the difference and percentage difference between the daily, AM, and PM trips generated by the 2011 and 2025 land use programs. The full 2011 and 2025 trip generation tables can be found in the appendix.

Table 2: Trip Generation Comparison

Time Period	2011 Trip Generation	2025 Trip Generation ¹	Difference	Percent Difference
<i>Phase 1</i>				
Daily	1,730	2,334	+604	+35%
AM Peak Period	93	223	+130	+140%
PM Peak Period	105	237	+132	+126%
<i>Full Build Out (including Phase 1)</i>				
Daily	3,522	3,762	+240	+7%
AM Peak Period	257	341	+84	+33%
PM Peak Period	323	358	+35	+11%

1. Inclusive of the existing 72 dwelling units built since 2011.
Source: Fehr & Peers, 2025.

Summary

Table 2 indicates that the updated (2025) land use program – inclusive of all potential land use being considered (including the existing 72 dwelling units that have been built since 2011)– would generate slightly more daily and AM and PM peak hour vehicle trips than the original (2011) land use program under the Full Build Out conditions. The increase in vehicle trips can be attributed to residential land uses that have been and are proposed to be built, the inclusion of the hotel, and increase in athlete support square footage. The inclusion and increase of the land uses during daily and AM and PM peak hours are not fully offset by the reduction in office space, and other uses.

UDOT is planning to make updates to SR-224 and the I-80 / SR-224 interchange to alleviate congestion and accommodate future growth. The County may also proceed with connecting Olympic Parkway to Bear Cub Drive as recommended in the County’s LRTP. As the currently proposed project would generate slightly more daily, AM, and PM peak hour trips than were estimated in the November 2011 TIS, and with the proposed roadway improvements, it is unlikely that any new or more severe impacts would occur as a result of the minimal increase of peak hour trips. Accordingly, it is our recommendation that no updates to the 2011 TIS are needed.

Appendix

2011 Trip Generation Table:

Utah Olympic Park Full Build Out (2030) Trip Generation										
Parcel Number	Land Use ¹	Number of Units	Unit Type	Daily Peak Hour Trip Generation ²	% Entering ³	% Exiting ³	Transit Capture	Trips Entering	Trips Exiting	New Daily Peak Hour Trips
1	Apartments	62	Dwelling Units	378	50%	50%	5%	180	180	360
2	Apartments	18	Dwelling Units	110	50%	50%	5%	52	52	104
3	Apartments	30	Dwelling Units	183	50%	50%	5%	87	87	174
4	Apartments	2	Dwelling Units	12	50%	50%	5%	6	6	12
5	Medical Office (720)	40,000	Square Feet	926	50%	50%	5%	440	440	880
6	Athlete Support	6,200	Square Feet	211	50%	50%	5%	100	100	200
7	Indoor Recreation Facility (492)	13,900	Square Feet	458	50%	50%	5%	217	217	434
	Commercial/Flex	3,875	Square Feet	-	-	-	-	-	-	-
	Winter School	45	Students	112	50%	50%	5%	53	53	106
	Office (710)	41,500	Square Feet	457	50%	50%	5%	217	217	434
8	Office (710)	38,000	Square Feet	418	50%	50%	5%	199	199	398
9	Office (710)	4,100	Square Feet	45	50%	50%	5%	21	21	42
	Luge Facility	2,600	Square Feet	-	-	-	-	-	-	-
10	Office (710)	20,110	Square Feet	221	50%	50%	5%	105	105	210
11	Lift/Recreation Base	6,000	Square Feet	-	-	-	-	-	-	-
12	Apartments	14	Dwelling Units	85	50%	50%	5%	41	41	82
13	Apartments	10	Dwelling Units	61	50%	50%	5%	29	29	58
14	Apartments	5	Dwelling Units	31	50%	50%	5%	14	14	28
Net Weekday Daily Peak Hour Trips								1,761	1,761	3,522
Parcel Number	Land Use ¹	Number of Units	Unit Type	AM Peak Hour Trip Generation ²	% Entering ³	% Exiting ³	Transit Capture	Trips Entering	Trips Exiting	New AM Peak Hour Trips
1	Apartments	62	Dwelling Units	24	20%	80%	5%	5	18	23
2	Apartments	18	Dwelling Units	7	20%	80%	5%	1	5	6
3	Apartments	30	Dwelling Units	12	20%	80%	5%	2	9	11
4	Apartments	2	Dwelling Units	1	20%	80%	5%	0	1	1
5	Medical Office (720)	40,000	Square Feet	34	79%	21%	5%	26	7	33
6	Athlete Support	6,200	Square Feet	20	73%	27%	5%	14	5	19
7	Indoor Recreation Facility (492)	13,900	Square Feet	5	45%	55%	5%	2	3	5
	Commercial/Flex	3,875	Square Feet	-	-	-	-	-	-	-
	Winter School	45	Students	36	61%	39%	5%	21	14	35
	Office (710)	41,500	Square Feet	48	88%	12%	5%	40	5	45
8	Office (710)	38,000	Square Feet	44	88%	12%	5%	37	5	42
9	Office (710)	4,100	Square Feet	5	88%	12%	5%	4	1	5
	Luge Facility	2,600	Square Feet	-	-	-	-	-	-	-
10	Office (710)	20,110	Square Feet	23	88%	12%	5%	19	3	22
11	Lift/Recreation Base	6,000	Square Feet	-	-	-	-	-	-	-
12	Apartments	14	Dwelling Units	5	20%	80%	5%	1	4	5
13	Apartments	10	Dwelling Units	4	20%	80%	5%	1	3	4
14	Apartments	5	Dwelling Units	2	20%	80%	5%	0	1	1
Net Weekday AM Peak Hour Trips								173	84	257
Parcel Number	Land Use ¹	Number of Units	Unit Type	PM Peak Hour Trip Generation ²	% Entering ³	% Exiting ³	Transit Capture	Trips Entering	Trips Exiting	New PM Peak Hour Trips
1	Apartments	62	Dwelling Units	30	65%	35%	5%	19	10	29
2	Apartments	18	Dwelling Units	9	65%	35%	5%	5	3	8
3	Apartments	30	Dwelling Units	15	65%	35%	5%	9	5	14
4	Apartments	2	Dwelling Units	1	65%	35%	5%	1	0	1
5	Medical Office (720)	40,000	Square Feet	39	27%	73%	5%	10	27	37
6	Athlete Support	6,200	Square Feet	16	24%	76%	5%	4	12	16
7	Indoor Recreation Facility (492)	13,900	Square Feet	51	57%	43%	5%	28	21	49
	Commercial/Flex	3,875	Square Feet	-	-	-	-	-	-	-
	Winter School	45	Students	8	43%	57%	5%	3	4	7
	Office (710)	41,500	Square Feet	62	17%	83%	5%	10	49	59
8	Office (710)	38,000	Square Feet	57	17%	83%	5%	9	45	54
9	Office (710)	4,100	Square Feet	6	17%	83%	5%	1	5	6
	Luge Facility	2,600	Square Feet	-	-	-	-	-	-	-
10	Office (710)	20,110	Square Feet	30	17%	83%	5%	5	24	29
11	Lift/Recreation Base	6,000	Square Feet	-	-	-	-	-	-	-
12	Apartments	14	Dwelling Units	7	65%	35%	5%	4	2	6
13	Apartments	10	Dwelling Units	5	65%	35%	5%	3	2	5
14	Apartments	5	Dwelling Units	2	65%	35%	5%	2	1	3
Net Weekday PM Peak Hour Trips								113	210	323

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers - 8th Edition Trip Generation Manual (ITE Manual)

2. Traffic Generated by the development according to trip generation rates provided in the ITE Manual

3. Percentage of trips Entering and Exiting the development according to the ITE Manual.

SOURCE: Fehr & Peers, August 2011

2025 Trip Generation Table:

Utah Olympic Park Trip Generation (Full Build Out)											
Parcel Number	Land Use ¹	Number of Units	Unit Type	Daily Peak Hour Trip Generation ²	% Entering ³	% Exiting ³	Internal Capture ⁴	Shift to Transit / Walk / Bike ⁵	Trips Entering	Trips Exiting	New Daily Peak Hour Trips
1	221 (Multifamily Housing (Mid-Rise) - Not Close to Rail Trans	72	Dwelling Unit	321	50%	50%	11.00%	2.0%	140	140	280
2	Athlete Support	6,126	Square Feet	209	50%	50%	11.00%	2.0%	91	91	182
3	Athlete Support	35,438	Square Feet	1208	50%	50%	11.00%	2.0%	527	527	1054
	720 (Medical Office Building)	15,438	Square Feet	525	50%	50%	11.00%	2.0%	229	229	458
	710 (General Office Building)	69,576	Square Feet	545	50%	50%	11.00%	2.0%	238	238	476
	310 (Hotel)	120	Keys	701	50%	50%	11.00%	2.0%	306	306	612
	Commercial/Flex	12,000	Square Feet	-	-	-	-	-	-	-	-
5-6	221 (Multifamily Housing (Mid-Rise) - Not Close to Rail Trans	150	Dwelling Unit	669	50%	50%	11.00%	2.0%	292	292	584
7	Athlete Support	3,900	Square Feet	133	50%	50%	11.00%	2.0%	58	58	116
Net Weekday Daily Peak Hour Trips									1,881	1,881	3,762
Parcel Number	Land Use ¹	Number of Units	Unit Type	AM Peak Hour Trip Generation ²	% Entering ³	% Exiting ³	Internal Capture ⁴	Shift to Transit / Walk / Bike ⁵	Trips Entering	Trips Exiting	New AM Peak Hour Trips
1	221 (Multifamily Housing (Mid-Rise) - Not Close to Rail Trans	72	Dwelling Unit	27	23%	77%	14.40%	2.0%	5	18	23
2	Athlete Support	6,126	Square Feet	20	73%	27%	14.40%	2.0%	12	4	16
3	Athlete Support	35,438	Square Feet	113	73%	27%	14.40%	2.0%	69	26	95
	720 (Medical Office Building)	15,438	Square Feet	50	78%	22%	14.40%	2.0%	32	9	41
	710 (General Office Building)	69,576	Square Feet	86	88%	12%	14.40%	2.0%	64	9	73
	310 (Hotel)	120	Keys	41	52%	48%	14.40%	2.0%	18	16	34
	Commercial/Flex	12,000	Square Feet	-	-	-	-	-	-	-	-
5-6	221 (Multifamily Housing (Mid-Rise) - Not Close to Rail Trans	150	Dwelling Unit	57	23%	77%	14.40%	2.0%	11	37	48
7	Athlete Support	3,900	Square Feet	12	73%	27%	14.40%	2.0%	8	3	11
Net Weekday AM Peak Hour Trips									219	122	341
Parcel Number	Land Use ¹	Number of Units	Unit Type	PM Peak Hour Trip Generation ²	% Entering ³	% Exiting ³	Internal Capture ⁴	Shift to Transit / Walk / Bike ⁵	Trips Entering	Trips Exiting	New PM Peak Hour Trips
1	221 (Multifamily Housing (Mid-Rise) - Not Close to Rail Trans	72	Dwelling Unit	27	64%	36%	7.50%	1.8%	16	9	25
2	Athlete Support	6,126	Square Feet	16	24%	76%	7.50%	1.8%	3	11	14
3	Athlete Support	35,438	Square Feet	92	24%	76%	7.50%	1.8%	20	64	84
	720 (Medical Office Building)	15,438	Square Feet	53	30%	70%	7.50%	1.8%	14	34	48
	710 (General Office Building)	69,576	Square Feet	82	16%	84%	7.50%	1.8%	12	63	75
	310 (Hotel)	120	Keys	56	51%	49%	7.50%	1.8%	26	25	51
	Commercial/Flex	12,000	Square Feet	-	-	-	-	-	-	-	-
5-6	221 (Multifamily Housing (Mid-Rise) - Not Close to Rail Trans	150	Dwelling Unit	57	64%	36%	7.50%	1.8%	33	19	52
7	Athlete Support	3,900	Square Feet	10	24%	76%	7.50%	1.8%	2	7	9
Net Weekday PM Peak Hour Trips									126	232	358

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers – 12th Edition Trip Generation Manual (ITE Manual)

2. Traffic Generated by the development according to trip generation rates provided in the ITE Manual

3. Percentage of trips Entering and Exiting the development according to the ITE Manual.

4. Internal capture rates come from F&P's MXD+ tool.

5. Shift to Transit and Bike/Walk percentages come from F&P's MXD+ tool.

Source: Fehr & Peers, 2025.



Proclamation No. 2026-02

A PROCLAMATION RECOGNIZING
Evelyn Furse
FOR FIVE YEARS OF SERVICE AS THE SUMMIT COUNTY CLERK
SUMMIT COUNTY, UTAH

Whereas, Evelyn “Eve” Furse has dedicated her career to public service and civic engagement, bringing a deep commitment to transparent, accessible, inclusive, and accountable government; and

Whereas, Eve has been a resident of Summit County, affectionately referred to as the “Mayor of Peoa,” since 2006, after marrying her partner and best friend, Rusty; and

Whereas, Eve graduated with a bachelor's degree in public policy analysis from the University of North Carolina in 1993, attended law school at New York University School of Law in 1996, and then moved to Utah to clerk for Justice Christine Durham of the Utah Supreme Court; and

Whereas, Eve then served as a senior attorney for Salt Lake City Corporation, where among other things she defended the city's proposed soccer complex bond, before being nominated to fill the position of magistrate judge for the U.S. District Court for Utah in 2012, a role she held with distinction for eight years; and

Whereas, Eve is a past president of the Women Lawyers of Utah and chaired its Initiative on the Advancement and Retention of Women Attorneys; and

Whereas, Eve worked as a freelance writer and educator on pretrial decision making, E-discovery, diversity, and inclusion, among other topics, until appointed to replace Kent Jones upon his retirement as Summit County Clerk in 2021; and

Whereas, as Summit County Clerk, Eve has overseen critical functions of local government, including elections administration, public records, and marriage and business licenses, ensuring integrity, transparency, and public trust in county operations; and

Whereas, during her tenure as Summit County Clerk, Eve worked diligently to modernize and improve election processes, enhance accessibility for voters, and uphold the highest standards of professionalism and impartiality; and

Whereas, Eve has been a steadfast advocate in working with the Utah State Legislature, at times opposing proposed changes that would have made voting less accessible and more costly for counties to administer, consistently championing practical, secure, and accessible election systems; and

Whereas, Eve has demonstrated a deep and enduring passion for democracy and the power of voter voice, honoring and protecting the right to vote as a fundamental constitutional principle; and

Whereas, Eve has been recognized for her steady leadership, attention to detail, and dedication to public service, earning the respect and appreciation of colleagues, elected officials, and the residents of Summit County; and

Whereas, as she retires from her role as Summit County Clerk, Eve leaves behind a legacy of excellence and a stronger, more resilient institution for those who follow; and

~~Whereas~~, Eve’s colleagues and the residents of Summit County extend their deepest gratitude for her years of dedicated service and wish her continued success, fulfillment, and enjoyment in her retirement with her husband Rusty and several beloved cats.

~~Now, therefore, be it resolved~~ that the Summit County Council does hereby recognize Evelyn “Eve” Furse for her outstanding service as Summit County Clerk, thanks her for her tireless efforts to support transparent and effective government and celebrates her lasting contributions to the Summit County community.

APPROVED AND ADOPTED this First day of April 2026, BY THE SUMMIT COUNTY COUNCIL

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Canice Harte, Chair

Roger Armstrong, Vice-Chair

Tonja B. Hanson

Christopher F. Robinson

Megan McKenna

Eve Furse, Clerk