AGENDA
COUNTY COUNCIL
Wednesday, June 24, 2026

NOTICE is hereby given that the Summit County Council will meet, on Wednesday, June 24, 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

12:00 PM - Site visit to the proposed site of a 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; Legislative Process. Project #24-087. Amir Caus, AICP, Senior Planner (45 min)

12:45 PM - Travel to Richins building (10 min)

12:55 PM Closed Session - Personnel (60 min)

1:55 PM - Move to auditorium (10 min)

2:05 PM - Pledge of Allegiance (5 min)

2:10 PM Convene as the Board of Equalization

1. 2:10 PM - Discussion and possible approval of 2026 early Board of Equalization recommendations; Chase Black (15 min)
   BOE Adjustments Staff Report 2026.06.24.pdf

Dismiss as the Board of Equalization

2:25 PM Work Session

1. 2:25 PM - Continued discussion regarding a 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; Legislative Process. Project #24-087. Amir Caus, AICP, Senior Planner (45 min)
   APPLICANT SUBMITTAL - 6.16.26 Junction Commons Executive Summary.pdf
   APPLICANT SUBMITTAL - 2026-06-15 Updated Sheets and Calculations.pdf
   STAFF SUBMITTAL (CARL MILLER) - Junction Commons TIS Memo 061126.pdf

APPLICANT SUBMITTAL - Summit County - Junction Commons TIS Addendum 20260605 Signed.pdf

2. 3:10 PM - Discussion regarding the renaming of Tech Center Drive; Brandon Brady (20 min)
   Tech Center Drive Name Change Staff Report 062426.pdf
3. 3:30 PM - Annual update from the Summit County Housing Authority, and discussion regarding the draft Strategic Plan; Madlyn McDonough (45 min)
   6.26_SCHA_Strategic Plan.pdf
   Bylaws_4.2026_CLEAN.pdf
   SR_6.24.26_CC_Strategic Plan.pdf
   Appendix A_Monitoring and Evaluation_Strategic Plan_6.26.pdf
   Appendix B_Affordable Housing Terms.pdf

4:15 PM Consideration of Approval

1. 4:15 PM - Advice and consent of the County Manager's recommendation to appoint members to serve on the Summit County Heritage and Landmark Commission (2 min)
   Appointments to SC Heritage and Landmark Commission.docx
   060926 Members.docx
2. 4:17 PM - Discussion and ratification of the 2026 Certified Tax Rates; Cindy Keyes (8 min)
   2026 Certified Tax Rates Staff Report.pdf
   PT-800 forms (update with Multi-county).pdf
3. 4:25 PM - Reconsideration and possible action regarding the 2026 Restaurant Tax Grant Application by North Summit Recreation Special Service District; Katie Madsen (5 min)
   Staff Report-Reconsideration of 2026 Restaurant Tax Grant Applicant.pdf
4. 4:30 PM - Discussion and possible approval of Waiver of County Fees for Park City Conservation Association, Inc. dba Recycle Utah, for the development of its new facility on Lot 4 of the Gillmor Subdivision; Neil Hafer (15 min)
   Recycle Utah Fee Waiver Request.doc
   Fee Waiver Application Recycle Utah.pdf
5. 4:45 PM - Discussion and possible approval of Waiver of Transportation Impact Fee Waiver Request for Park City Conservation Association, Inc. dba Recycle Utah, for the development of its new facility on Lot 4 of the Gillmor Subdivision; Neil Hafer (15 min)
   Recycle Utah Fee Waiver Request.doc
   Recycle Utah Transportation Impact Fee Waiver Request Recommendation Memo 062426.pdf
6. 5:00 PM - Council and Manager comments (10 min)
7. 5:10 PM - Discussion and possible action regarding the Ure Ranch Conservation Easements; Jess Kirby (20 min)
   2026 06 24 Ure CE Staff Report.pdf
   2026 06 24 Ure CE Staff Report_presentation.pdf

5:30 PM Public Hearing

1. Public hearing regarding the 910 Ranch Recreation Management Plan; Jess Kirby (30 min)
   2026 06 24 910 Recreation Management Plan Presentaion.pdf
   2026 06 24 910 Recreation Plan Staff Report.pdf

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, June 24, 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.

6:00 PM Public Hearing

1. Public hearing and possible action regarding a Special Exception for an increase of disturbance area on a ridgeline/hilltop for a single-family residence on Parcel HE-B-268-A, located at 6315 N Silver Sage Dr, Highland Estates, Summit County, UT; Applicant: Greg Cropper (Parsons, Bahle, & Latimer) representing Thomas W. Mason; Legislative Review. Project #26-041. Amir Caus, AICP, Senior Planner
   Highland Estates Lot 268-A Special Exception Staff Report.pdf

Adjourn

STAFF REPORT

TO: Summit County Council

FROM: Summit County Auditor Office

DATE: June 24, 2026

RE: 2026 Early Board of Equalization (BOE) Corrections/Recommendations

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Actions Requested by Board of Equalization (BOE)

See attached spreadsheet for parcels that have:

1) Assessor-Initiated value adjustments OR
2) been recommended for primary exemption approval or denial.

Assessor-Initiated Value Adjustments

To improve taxpayer service and promote assessment accuracy, the Assessment Office has proactively identified a limited number of properties that warrant individual review prior to the issuance of final Notices of Valuation. Rather than requiring affected taxpayers to initiate an appeal, staff recommends processing these corrections through the BOE as Assessor-initiated adjustments in an Early BOE meeting. The BOE is the appropriate statutory body to review and approve these corrections.

Approving these adjustments in advance provides several benefits:

- Ensures Notices of Valuation more accurately reflect fair market value.
- Reduces the burden on taxpayers to identify and pursue corrections.
- Maintains equity by ensuring these properties remain aligned with comparable properties in the County's Computer-Assisted Mass Appraisal (CAMA) system moving forward.
- Reduces unnecessary Board of Equalization appeals and associated administrative costs.

The Utah State Tax Commission has advised that our county council acting as the BOE may convene and take action on assessor-initiated adjustments prior to completion of the annual BOE training requirements. Because these matters are initiated by the Assessment Office and are being presented to ensure accurate valuations, classifications, and assessment records before Notices of Valuation are finalized, the proposed actions may be considered and approved by the BOE at this time. BOE members should still complete the training requirement.

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

- 0426381 AC-22

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

1) Approve the Assessor-initiated value adjustments AND
2) Accept the primary exemption recommendations for approval or denial.

Thank you for your time.

2026 Early BOE Adjustments 06/24/2026

#	Account #	Parcel ID	Old Market Value	New Market Value	MV Difference	Reason	Explanation or Result
1	0426316	AC-15	$ 17,587,819	$ 16,198,999	$ (1,388,820)	Early BOE Correction	The Assessment Office uses mass appraisal method to ensure consistency across properties. Even with refined stratifications, applying a single mass adjustment factor can result in some properties exceeding 100% sales ratio. Realtors have been leveraging this by presenting MLS comparisons and charging taxpayers approx. 35% of the perceived tax savings. To address this proactively, we propose identifying these accounts early and routing them through the BOE process in advance. BOE is the proper avenue for corrections, handling these cases in advance allows us to issue accurate Notices of Valuation and better serve taxpayers. This approach also maintains equity by ensuring these properties remain aligned with comparable properties in the CAMA system moving forward.
2	0426381	AC-22	$ 6,658,717	$ 5,249,000	$ (1,409,717)	Early BOE Correction	
3	0426597	AC-43	$ 8,613,483	$ 8,249,000	$ (364,483)	Early BOE Correction	
4	0426753	AC-59	$ 7,461,717	$ 6,649,000	$ (812,717)	Early BOE Correction	
5	0426811	AC-65	$ 7,400,313	$ 7,036,500	$ (363,813)	Early BOE Correction	
6	0208326	AER-87	$ 4,859,750	$ 4,799,000	$ (60,750)	Early BOE Correction	
7	0032080	ALP-4	$ 743,462	$ 589,000	$ (154,462)	Early BOE Correction	
8	0032098	ALP-5	$ 436,300	$ 384,000	$ (52,300)	Early BOE Correction	
9	0032106	ALP-6	$ 784,049	$ 609,000	$ (175,049)	Early BOE Correction	
10	0032114	ALP-7	$ 743,462	$ 599,000	$ (144,462)	Early BOE Correction	
11	0032122	ALP-8	$ 436,300	$ 399,000	$ (37,300)	Early BOE Correction	
12	0527920	ALTLC-1	$ 1,299,537	$ 1,249,000	$ (50,537)	Early BOE Correction	
13	0485697	ASR-II-66-AM	$ 4,734,384	$ 3,999,000	$ (735,384)	Early BOE Correction	
14	0423354	BB-63	$ 4,616,028	$ 4,199,000	$ (417,028)	Early BOE Correction	
15	0317135	BDV-302	$ 2,924,736	$ 2,729,031	$ (195,705)	Early BOE Correction	
16	0478952	BEPC-6-4AM	$ 9,051,761	$ 8,949,000	$ (102,761)	Early BOE Correction	
17	0302459	BHS-B-11	$ 1,065,777	$ 1,059,000	$ (6,777)	Early BOE Correction	
18	0347231	BHVS-T12	$ 1,175,625	$ 1,042,000	$ (133,625)	Early BOE Correction	
19	0348437	BHVS-T131	$ 1,408,625	$ 1,324,000	$ (84,625)	Early BOE Correction	
20	0347157	BHVS-T4	$ 1,175,625	$ 1,099,000	$ (76,625)	Early BOE Correction	
21	0347850	BHVS-T74	$ 1,408,625	$ 1,349,000	$ (59,625)	Early BOE Correction	
22	0347900	BHVS-T78	$ 1,408,625	$ 1,324,000	$ (84,625)	Early BOE Correction	
23	0359939	BHWKS-2-149	$ 923,820	$ 899,000	$ (24,820)	Early BOE Correction	
24	0439293	BJUMP-40	$ 5,425,670	$ 5,249,000	$ (176,670)	Early BOE Correction	
25	0526004	BLKSFC-106	$ 1,349,871	$ 1,249,000	$ (100,871)	Early BOE Correction	
26	0304372	BN-B-1-111	$ 3,264,953	$ 3,149,000	$ (115,953)	Early BOE Correction	
27	0101380	BSR-2-A-42	$ 498,782	$ 430,500	$ (68,282)	Early BOE Correction	
28	0101406	BSR-2-A-44	$ 632,848	$ 519,000	$ (113,848)	Early BOE Correction	
29	0101596	BSR-3-A-63	$ 380,057	$ 334,000	$ (46,057)	Early BOE Correction	
30	0209563	BTH-3	$ 902,281	$ 779,000	$ (123,281)	Early BOE Correction	
31	0376032	CCRK-A-33	$ 558,900	$ 493,000	$ (65,900)	Early BOE Correction	
32	0376628	CCRK-D-32	$ 586,500	$ 559,000	$ (27,500)	Early BOE Correction	
33	0377097	CCRK-G-12	$ 558,900	$ 554,500	$ (4,400)	Early BOE Correction	

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34	0102206	CD-119-B	$ 713,570	$ 674,000	$ (39,570)	Early BOE Correction	
35	0289607	CD-399-C-2	$ 485,805	$ 419,000	$ (66,805)	Early BOE Correction	
36	0295919	CDE-3	$ 4,292,048	$ 4,199,000	$ (93,048)	Early BOE Correction	
37	0388334	CEM-II-80-1AM	$ 3,832,663	$ 3,569,949	$ (262,714)	Early BOE Correction	
38	0287205	CHAP-302	$ 2,630,635	$ 2,299,000	$ (331,635)	Early BOE Correction	
39	0045025	CHC-101	$ 290,901	$ 269,000	$ (21,901)	Early BOE Correction	
40	0259592	CHC-106	$ 359,434	$ 274,000	$ (85,434)	Early BOE Correction	
41	0259626	CHC-109	$ 230,874	$ 214,000	$ (16,874)	Early BOE Correction	
42	0259717	CHC-118	$ 363,954	$ 337,000	$ (26,954)	Early BOE Correction	
43	0383756	CLJR-1-13	$ 1,214,500	$ 1,149,000	$ (65,500)	Early BOE Correction	
44	0426001	COTSS-C-10	$ 5,602,378	$ 5,299,000	$ (303,378)	Early BOE Correction	
45	0436695	CQVC-34	$ 1,017,717	$ 899,000	$ (118,717)	Early BOE Correction	
46	0357537	CRQJ-55-AM	$ 1,200,969	$ 1,024,000	$ (176,969)	Early BOE Correction	
47	0002273	CT-289	$ 510,209	$ 499,000	$ (11,209)	Early BOE Correction	
48	0002323	CT-292-A	$ 215,000	$ 179,000	$ (36,000)	Early BOE Correction	
49	0383236	CVC-1-B-303	$ 777,600	$ 769,000	$ (8,600)	Early BOE Correction	
50	0386536	CVC-II-D-107	$ 612,360	$ 595,500	$ (16,860)	Early BOE Correction	
51	0386668	CVC-II-D-304	$ 777,600	$ 749,000	$ (28,600)	Early BOE Correction	
52	0386726	CVC-II-E-102	$ 564,480	$ 443,444	$ (121,036)	Early BOE Correction	
53	0386908	CVC-II-E-304	$ 777,600	$ 759,000	$ (18,600)	Early BOE Correction	
54	0455188	CWPC-3C-143-1AM	$ 9,850,714	$ 9,399,000	$ (451,714)	Early BOE Correction	
55	0510348	CWPC-5HML-323	$ 17,982,495	$ 16,999,000	$ (983,495)	Early BOE Correction	
56	0393672	DC-54	$ 381,500	$ 374,000	$ (7,500)	Early BOE Correction	
57	0393946	DC-81	$ 8,283,518	$ 7,899,000	$ (384,518)	Early BOE Correction	
58	0393961	DC-83	$ 5,219,793	$ 4,999,000	$ (220,793)	Early BOE Correction	
59	0307847	DESL-II-16	$ 4,326,091	$ 4,039,000	$ (287,091)	Early BOE Correction	
60	0459849	DM-2	$ 251,500	$ 249,000	$ (2,500)	Early BOE Correction	
61	0470213	DMLC-4158-AM-RE	$ 1,660,800	$ 1,484,000	$ (176,800)	Early BOE Correction	
62	0470624	DMLC-6107-AM-RE	$ 1,471,200	$ 1,444,000	$ (27,200)	Early BOE Correction	
63	0500503	DR-1-116	$ 1,078,821	$ 1,029,000	$ (49,821)	Early BOE Correction	
64	0500666	DR-2-214	$ 1,158,969	$ 1,099,000	$ (59,969)	Early BOE Correction	
65	0151872	DX-5-2	$ 187,200	$ 144,000	$ (43,200)	Early BOE Correction	
66	0076137	ECR-59	$ 151,232	$ 149,000	$ (2,232)	Early BOE Correction	
67	0274351	EKH-B-E118	$ 2,233,388	$ 2,124,000	$ (109,388)	Early BOE Correction	
68	0273882	EKH-B-E71	$ 1,656,312	$ 1,599,000	$ (57,312)	Early BOE Correction	
69	0271787	ELK-3A-801	$ 789,734	$ 774,000	$ (15,734)	Early BOE Correction	
70	0216303	EPC-307	$ 812,541	$ 789,000	$ (23,541)	Early BOE Correction	
71	0103949	ERWIN-2	$ 1,550,446	$ 1,349,000	$ (201,446)	Early BOE Correction	
72	0419212	ESCLAL-219-AM	$ 1,942,500	$ 1,739,000	$ (203,500)	Early BOE Correction	
73	0522615	ESSCVC-79-AM	$ 1,093,642	$ 964,000	$ (129,642)	Early BOE Correction	
74	0522677	ESSCVC-85-AM	$ 1,096,716	$ 999,000	$ (97,716)	Early BOE Correction	
75	0522684	ESSCVC-86-AM	$ 924,297	$ 909,000	$ (15,297)	Early BOE Correction	
76	0522730	ESSCVC-91-AM	$ 1,095,138	$ 1,028,900	$ (66,238)	Early BOE Correction	

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77	0522747	ESSCVC-92-AM	$ 927,597	$ 894,000	$ (33,597)	Early BOE Correction	
78	0522754	ESSCVC-93-AM	$ 1,035,050	$ 1,004,000	$ (31,050)	Early BOE Correction	
79	0522761	ESSCVC-94-AM	$ 942,546	$ 898,900	$ (43,646)	Early BOE Correction	
80	0285936	FA-C	$ 2,089,195	$ 1,919,000	$ (170,195)	Early BOE Correction	
81	0285944	FA-D	$ 2,089,195	$ 1,911,500	$ (177,695)	Early BOE Correction	
82	0529010	FAS-7	$ 270,000	$ 264,000	$ (6,000)	Early BOE Correction	
83	0532498	FC-1-14	$ 650,002	$ 631,458	$ (18,544)	Early BOE Correction	
84	0532568	FC-1-21	$ 855,916	$ 774,715	$ (81,201)	Early BOE Correction	
85	0532582	FC-1-23	$ 726,409	$ 693,465	$ (32,944)	Early BOE Correction	
86	0532405	FC-1-5	$ 772,505	$ 767,000	$ (5,505)	Early BOE Correction	
87	0479380	FDS-1-AM	$ 2,186,286	$ 1,989,000	$ (197,286)	Early BOE Correction	
88	0209779	FEN-12	$ 1,208,493	$ 1,034,000	$ (174,493)	Early BOE Correction	
89	0190979	FGR-12	$ 1,333,200	$ 1,329,000	$ (4,200)	Early BOE Correction	
90	0277610	FHE-6	$ 3,966,192	$ 3,394,000	$ (572,192)	Early BOE Correction	
91	0458024	FLGSF-101	$ 4,932,000	$ 4,899,000	$ (33,000)	Early BOE Correction	
92	0458118	FLGSF-208	$ 4,491,000	$ 4,449,000	$ (42,000)	Early BOE Correction	
93	0140602	FM-B-26-A	$ 157,200	$ 134,000	$ (23,200)	Early BOE Correction	
94	0141139	FM-C-77	$ 957,094	$ 949,000	$ (8,094)	Early BOE Correction	
95	0141535	FM-D-119	$ 195,000	$ 184,000	$ (11,000)	Early BOE Correction	
96	0141865	FM-D-148	$ 158,400	$ 124,000	$ (34,400)	Early BOE Correction	
97	0396048	FPRV-1-G	$ 846,300	$ 792,444	$ (53,856)	Early BOE Correction	
98	0398036	FPRV-32-B-2	$ 904,375	$ 898,000	$ (6,375)	Early BOE Correction	
99	0490172	FRSTW-F6-11-C-AM	$ 2,335,103	$ 2,249,000	$ (86,103)	Early BOE Correction	
100	0465233	FSSGV-A-1	$ 2,457,350	$ 2,349,000	$ (108,350)	Early BOE Correction	
101	0465303	FSSGV-B-4	$ 2,026,500	$ 1,899,000	$ (127,500)	Early BOE Correction	
102	0174338	FVL-20	$ 2,190,650	$ 2,149,000	$ (41,650)	Early BOE Correction	
103	0174395	FVL-26	$ 2,190,650	$ 1,874,000	$ (316,650)	Early BOE Correction	
104	0201768	FVL-2-70	$ 3,028,740	$ 2,982,000	$ (46,740)	Early BOE Correction	
105	0225981	GB-4	$ 1,518,051	$ 1,399,000	$ (119,051)	Early BOE Correction	
106	0354674	GCS-C-81	$ 745,221	$ 726,000	$ (19,221)	Early BOE Correction	
107	0284061	GG-309	$ 571,140	$ 494,000	$ (77,140)	Early BOE Correction	
108	0498277	GHC-211	$ 5,526,306	$ 5,349,000	$ (177,306)	Early BOE Correction	
109	0372262	GWLD-42	$ 1,273,000	$ 1,199,000	$ (74,000)	Early BOE Correction	
110	0374581	GWLD-II-142-AM	$ 9,494,837	$ 9,149,000	$ (345,837)	Early BOE Correction	
111	0374896	GWLD-III-171	$ 4,550,528	$ 4,399,000	$ (151,528)	Early BOE Correction	
112	0135099	HC-1-7	$ 1,344,861	$ 1,299,000	$ (45,861)	Early BOE Correction	
113	0523663	HCS-B-10	$ 1,225,300	$ 1,044,000	$ (181,300)	Early BOE Correction	
114	0523803	HCS-B-24	$ 1,160,156	$ 1,149,000	$ (11,156)	Early BOE Correction	
115	0528093	HCS-C-48	$ 1,254,388	$ 1,224,000	$ (30,388)	Early BOE Correction	
116	0132666	HE-A-355-A	$ 1,333,028	$ 1,259,000	$ (74,028)	Early BOE Correction	
117	0133490	HE-B-237	$ 1,494,621	$ 1,399,000	$ (95,621)	Early BOE Correction	
118	0107247	HL-91	$ 58,500	$ 49,000	$ (9,500)	Early BOE Correction	
119	0402457	HPCR-101-AM	$ 758,959	$ 684,000	$ (74,959)	Early BOE Correction	

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120	0401855	HT-56-A	$ 382,113	$ 314,000	$ (68,113)	Early BOE Correction	
121	0313845	HTC-2-216	$ 843,337	$ 779,000	$ (64,337)	Early BOE Correction	
122	0516308	HULBERT-2	$ 2,685,681	$ 2,599,000	$ (86,681)	Early BOE Correction	
123	0234199	IRH-FS-I-4	$ 547,092	$ 519,000	$ (28,092)	Early BOE Correction	
124	0244081	JCC-A-5	$ 638,232	$ 594,300	$ (43,932)	Early BOE Correction	
125	0440634	JPC-2	$ 1,927,188	$ 1,674,000	$ (253,188)	Early BOE Correction	
126	0186233	JR-111	$ 2,101,153	$ 2,049,000	$ (52,153)	Early BOE Correction	
127	0186753	JR-2-243	$ 2,729,989	$ 2,699,000	$ (30,989)	Early BOE Correction	
128	0234611	JR-3-340	$ 1,517,574	$ 1,499,000	$ (18,574)	Early BOE Correction	
129	0237333	JR-4-4066	$ 2,368,080	$ 2,276,000	$ (92,080)	Early BOE Correction	
130	0238836	JR-5-5073	$ 1,704,788	$ 1,649,000	$ (55,788)	Early BOE Correction	
131	0233837	JR-A-1007	$ 2,200,912	$ 2,174,000	$ (26,912)	Early BOE Correction	
132	0201321	JW-AM-19	$ 1,057,050	$ 809,000	$ (248,050)	Early BOE Correction	
133	0499179	KCRS-14	$ 5,458,460	$ 5,099,000	$ (359,460)	Early BOE Correction	
134	0499124	KCRS-9	$ 4,945,332	$ 4,699,000	$ (246,332)	Early BOE Correction	
135	0116438	KE-A-32-A	$ 204,750	$ 189,000	$ (15,750)	Early BOE Correction	
136	0117584	KE-A-96-A	$ 211,712	$ 161,500	$ (50,212)	Early BOE Correction	
137	0009807	KT-12	$ 605,955	$ 449,000	$ (156,955)	Early BOE Correction	
138	0012124	KT-272-A	$ 1,169,909	$ 1,157,000	$ (12,909)	Early BOE Correction	
139	0111231	KT-621	$ 1,070,300	$ 949,000	$ (121,300)	Early BOE Correction	
140	0013502	KT-9	$ 534,660	$ 499,000	$ (35,660)	Early BOE Correction	
141	0535341	LACR-1	$ 6,076,139	$ 5,449,000	$ (627,139)	Early BOE Correction	
142	0439483	LBHV-1-1206	$ 751,520	$ 699,000	$ (52,520)	Early BOE Correction	
143	0450703	LBHV-III-4205	$ 743,680	$ 706,500	$ (37,180)	Early BOE Correction	
144	0450804	LBHV-III-4303	$ 743,680	$ 706,500	$ (37,180)	Early BOE Correction	
145	0070775	LR-1-5	$ 1,110,329	$ 1,099,000	$ (11,329)	Early BOE Correction	
146	0070791	LR-1-51	$ 742,226	$ 704,000	$ (38,226)	Early BOE Correction	
147	0070809	LR-1-52	$ 928,088	$ 898,000	$ (30,088)	Early BOE Correction	
148	0070882	LR-1-6	$ 832,796	$ 708,000	$ (124,796)	Early BOE Correction	
149	0070973	LR-1-68	$ 617,208	$ 549,000	$ (68,208)	Early BOE Correction	
150	0071278	LR-2-116	$ 777,742	$ 734,000	$ (43,742)	Early BOE Correction	
151	0071898	LR-2-178	$ 80,000	$ 64,000	$ (16,000)	Early BOE Correction	
152	0072730	LR-3-228	$ 80,000	$ 78,000	$ (2,000)	Early BOE Correction	
153	0073076	LR-3-261	$ 717,023	$ 684,000	$ (33,023)	Early BOE Correction	
154	0073191	LR-3-272	$ 886,448	$ 849,400	$ (37,048)	Early BOE Correction	
155	0215941	LVC-2	$ 871,248	$ 854,000	$ (17,248)	Early BOE Correction	
156	0451807	LWPCRS-3702-AM	$ 504,000	$ 489,000	$ (15,000)	Early BOE Correction	
157	0451908	LWPCRS-3716-AM	$ 679,200	$ 574,000	$ (105,200)	Early BOE Correction	
158	0452406	LWPCRS-4309-AM	$ 1,201,200	$ 1,049,000	$ (152,200)	Early BOE Correction	
159	0284814	MH-21	$ 950,000	$ 923,350	$ (26,650)	Early BOE Correction	
160	0299077	MOOSE-8-2AM	$ 2,083,153	$ 1,999,000	$ (84,153)	Early BOE Correction	
161	0370159	MRE-23	$ 7,442,925	$ 7,299,000	$ (143,925)	Early BOE Correction	
162	0343651	MRR-11	$ 3,679,998	$ 3,149,000	$ (530,998)	Early BOE Correction	

#	Account #	Parcel ID	Old Market Value	New Market Value	MV Difference	Reason	Explanation or Result
163	0191837	MW-1-20	$ 1,669,020	$ 1,455,000	$ (214,020)	Early BOE Correction	
164	0464982	NAKOMA-3-1AM	$ 13,680,000	$ 12,999,000	$ (681,000)	Early BOE Correction	
165	0228506	NC-306	$ 562,870	$ 554,000	$ (8,870)	Early BOE Correction	
166	0485154	NEVISNP-9	$ 975,572	$ 954,000	$ (21,572)	Early BOE Correction	
167	0434575	NGC-57	$ 610,000	$ 554,000	$ (56,000)	Early BOE Correction	
168	0434583	NGC-58	$ 5,289,515	$ 5,164,000	$ (125,515)	Early BOE Correction	
169	0434740	NGC-74	$ 605,000	$ 584,000	$ (21,000)	Early BOE Correction	
170	0457261	NPC-209	$ 580,539	$ 579,000	$ (1,539)	Early BOE Correction	
171	0482597	NPTERR-1-AM	$ 1,043,190	$ 829,000	$ (214,190)	Early BOE Correction	
172	0077929	NS-113-1	$ 671,281	$ 574,000	$ (97,281)	Early BOE Correction	
173	0091250	NS-193-A	$ 329,794	$ 319,000	$ (10,794)	Early BOE Correction	
174	0266530	OAKS-2	$ 4,113,752	$ 4,049,000	$ (64,752)	Early BOE Correction	
175	0103766	OTNB2-209-A-2	$ 1,920,987	$ 1,893,500	$ (27,487)	Early BOE Correction	
176	0421499	PALSDS-51	$ 3,931,653	$ 3,649,000	$ (282,653)	Early BOE Correction	
177	0061667	PB-2-I-52	$ 2,659,508	$ 2,474,000	$ (185,508)	Early BOE Correction	
178	0184170	PB-4-208	$ 1,712,812	$ 1,349,000	$ (363,812)	Early BOE Correction	
179	0061386	PB-IB-22	$ 427,500	$ 399,000	$ (28,500)	Early BOE Correction	
180	0310718	PB-PR-15	$ 656,300	$ 629,000	$ (27,300)	Early BOE Correction	
181	0311203	PB-PR-64	$ 4,518,248	$ 3,749,000	$ (769,248)	Early BOE Correction	
182	0017800	PC-117	$ 3,461,432	$ 3,299,000	$ (162,432)	Early BOE Correction	
183	0294383	PC-441-B-1	$ 2,306,986	$ 1,924,000	$ (382,986)	Early BOE Correction	
184	0021562	PC-468	$ 1,548,965	$ 1,399,000	$ (149,965)	Early BOE Correction	
185	0208409	PCC-7-G	$ 1,544,169	$ 1,524,000	$ (20,169)	Early BOE Correction	
186	0486638	PCH-1-56	$ 2,159,906	$ 2,132,000	$ (27,906)	Early BOE Correction	
187	0524464	PCH-4-418	$ 2,644,718	$ 2,586,383	$ (58,335)	Early BOE Correction	
188	0524659	PCH-4-437	$ 2,472,600	$ 2,349,000	$ (123,600)	Early BOE Correction	
189	0524729	PCH-4-444	$ 2,422,992	$ 2,391,325	$ (31,667)	Early BOE Correction	
190	0524736	PCH-4-445	$ 2,331,600	$ 2,288,135	$ (43,465)	Early BOE Correction	
191	0235931	PCL-2-S-62	$ 3,559,680	$ 3,299,000	$ (260,680)	Early BOE Correction	
192	0217863	PCL-9	$ 3,405,670	$ 3,307,806	$ (97,864)	Early BOE Correction	
193	0520897	PCVPVS-12	$ 3,341,022	$ 3,272,123	$ (68,899)	Early BOE Correction	
194	0516454	PDDC-1-2	$ 1,800,578	$ 1,750,250	$ (50,328)	Early BOE Correction	
195	0519390	PDDC-3-24	$ 1,800,578	$ 1,448,000	$ (352,578)	Early BOE Correction	
196	0220982	PDP-103-A	$ 519,214	$ 514,000	$ (5,214)	Early BOE Correction	
197	0496682	PEIIBCC-13-AM	$ 1,875,837	$ 1,384,000	$ (491,837)	Early BOE Correction	
198	0496961	PEIIBCC-41-2AM	$ 3,078,000	$ 2,899,000	$ (179,000)	Early BOE Correction	
199	0525025	PEIIIBCC-43	$ 1,688,253	$ 1,454,000	$ (234,253)	Early BOE Correction	
200	0521054	PERB-6	$ 1,860,480	$ 1,099,000	$ (761,480)	Early BOE Correction	
201	0521629	PFPS-36	$ 1,200,870	$ 999,000	$ (201,870)	Early BOE Correction	
202	0534829	PHP-1	$ 4,169,640	$ 4,139,308	$ (30,332)	Early BOE Correction	
203	0534867	PHP-5	$ 3,830,440	$ 3,795,313	$ (35,127)	Early BOE Correction	
204	0442476	PHS-2	$ 1,485,000	$ 1,399,000	$ (86,000)	Early BOE Correction	
205	0145445	PI-65	$ 1,128,129	$ 1,089,000	$ (39,129)	Early BOE Correction	

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206	0143937	PI-D-18	$ 755,902	$ 684,000	$ (71,902)	Early BOE Correction	
207	0254254	PI-E-8	$ 1,244,747	$ 1,179,000	$ (65,747)	Early BOE Correction	
208	0255186	PI-F-2	$ 589,419	$ 482,500	$ (106,919)	Early BOE Correction	
209	0255848	PI-F-68	$ 165,000	$ 144,000	$ (21,000)	Early BOE Correction	
210	0473142	PI-F-8-AM	$ 285,000	$ 244,000	$ (41,000)	Early BOE Correction	
211	0256739	PI-G-46	$ 1,050,310	$ 999,000	$ (51,310)	Early BOE Correction	
212	0511327	PINNP-2-47	$ 7,242,820	$ 6,087,554	$ (1,155,266)	Early BOE Correction	
213	0038897	PKM-2-12	$ 2,174,794	$ 1,849,000	$ (325,794)	Early BOE Correction	
214	0040802	PKM-5-39	$ 2,079,292	$ 1,999,000	$ (80,292)	Early BOE Correction	
215	0177646	PKM-6-A-3	$ 2,584,505	$ 2,564,000	$ (20,505)	Early BOE Correction	
216	0041677	PKM-73	$ 2,287,423	$ 2,180,645	$ (106,778)	Early BOE Correction	
217	0041735	PKM-79	$ 1,815,853	$ 1,799,000	$ (16,853)	Early BOE Correction	
218	0532195	PLE-16	$ 1,350,000	$ 1,304,000	$ (46,000)	Early BOE Correction	
219	0532087	PLE-5	$ 1,601,100	$ 1,574,000	$ (27,100)	Early BOE Correction	
220	0119945	PM-1-73	$ 429,361	$ 400,000	$ (29,361)	Early BOE Correction	
221	0121487	PM-5-507	$ 645,348	$ 549,000	$ (96,348)	Early BOE Correction	
222	0122048	PM-6-A-612	$ 441,236	$ 424,000	$ (17,236)	Early BOE Correction	
223	0489815	PM-6-A-657-AM	$ 1,644,211	$ 1,599,000	$ (45,211)	Early BOE Correction	
224	0122782	PM-6-A-685	$ 1,187,963	$ 1,174,000	$ (13,963)	Early BOE Correction	
225	0123319	PM-6-B-738	$ 859,071	$ 833,000	$ (26,071)	Early BOE Correction	
226	0123566	PM-6-B-763	$ 803,198	$ 749,000	$ (54,198)	Early BOE Correction	
227	0123574	PM-6-B-764	$ 1,296,587	$ 1,169,000	$ (127,587)	Early BOE Correction	
228	0333264	PNCR-B-6	$ 497,730	$ 484,000	$ (13,730)	Early BOE Correction	
229	0333538	PNCR-F-3	$ 530,880	$ 529,000	$ (1,880)	Early BOE Correction	
230	0333645	PNCR-G-5	$ 497,730	$ 474,000	$ (23,730)	Early BOE Correction	
231	0491726	PNW-2-24	$ 3,067,234	$ 2,474,000	$ (593,234)	Early BOE Correction	
232	0491764	PNW-2-28	$ 3,000,674	$ 2,474,000	$ (526,674)	Early BOE Correction	
233	0491771	PNW-2-29	$ 3,027,974	$ 2,849,000	$ (178,974)	Early BOE Correction	
234	0497421	PNW-4-37	$ 3,314,175	$ 2,964,000	$ (350,175)	Early BOE Correction	
235	0497445	PNW-4-39	$ 2,937,500	$ 2,399,000	$ (538,500)	Early BOE Correction	
236	0042451	POV-51	$ 1,840,456	$ 1,694,000	$ (146,456)	Early BOE Correction	
237	0230635	PP-87-5-A	$ 7,400,207	$ 6,299,000	$ (1,101,207)	Early BOE Correction	
238	0055008	PP-87-7	$ 4,752,820	$ 4,699,000	$ (53,820)	Early BOE Correction	
239	0179527	PP-87-C-2	$ 9,796,611	$ 9,399,000	$ (397,611)	Early BOE Correction	
240	0493119	PPSHOR-1-11	$ 634,200	$ 605,250	$ (28,950)	Early BOE Correction	
241	0493188	PPSHOR-1-18	$ 982,600	$ 630,500	$ (352,100)	Early BOE Correction	
242	0493241	PPSHOR-1-24	$ 978,000	$ 959,000	$ (19,000)	Early BOE Correction	
243	0493296	PPSHOR-1-53	$ 985,600	$ 904,000	$ (81,600)	Early BOE Correction	
244	0526910	PPSHOR-3-49	$ 1,562,500	$ 1,549,000	$ (13,500)	Early BOE Correction	
245	0043038	PR-15	$ 1,529,321	$ 1,449,000	$ (80,321)	Early BOE Correction	
246	0044010	PR-3-133	$ 1,638,744	$ 1,609,000	$ (29,744)	Early BOE Correction	
247	0487352	PRESC-33	$ 2,534,434	$ 2,149,000	$ (385,434)	Early BOE Correction	
248	0453500	PRESRV-3-62	$ 1,951,000	$ 1,899,000	$ (52,000)	Early BOE Correction	

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249	0045645	PSC-106	$ 223,680	$ 204,000	$ (19,680)	Early BOE Correction	
250	0527526	PSH-39	$ 5,913,104	$ 5,630,371	$ (282,733)	Early BOE Correction	
251	0527177	PSH-4	$ 8,464,530	$ 7,908,786	$ (555,744)	Early BOE Correction	
252	0527184	PSH-5	$ 5,787,772	$ 5,601,031	$ (186,741)	Early BOE Correction	
253	0527191	PSH-6	$ 5,618,905	$ 5,513,589	$ (105,316)	Early BOE Correction	
254	0407704	PSSR-12	$ 4,752,748	$ 4,199,000	$ (553,748)	Early BOE Correction	
255	0407712	PSSR-13	$ 6,538,571	$ 6,499,000	$ (39,571)	Early BOE Correction	
256	0407803	PSSR-21	$ 1,320,044	$ 1,249,000	$ (71,044)	Early BOE Correction	
257	0055859	PT-26-C	$ 1,445,058	$ 1,399,000	$ (46,058)	Early BOE Correction	
258	0274567	PTAR-16	$ 1,330,341	$ 1,239,000	$ (91,341)	Early BOE Correction	
259	0524914	PTG-8	$ 5,649,358	$ 5,377,814	$ (271,544)	Early BOE Correction	
260	0526530	PVP-23	$ 2,265,958	$ 1,799,000	$ (466,958)	Early BOE Correction	
261	0526624	PVP-32	$ 4,141,687	$ 4,009,667	$ (132,020)	Early BOE Correction	
262	0526686	PVP-38	$ 3,608,674	$ 3,234,000	$ (374,674)	Early BOE Correction	
263	0057244	PWC-2-8	$ 692,715	$ 649,000	$ (43,715)	Early BOE Correction	
264	0222921	PWL-2-U	$ 439,560	$ 429,000	$ (10,560)	Early BOE Correction	
265	0501900	QSPB-27B	$ 1,009,400	$ 974,000	$ (35,400)	Early BOE Correction	
266	0049225	RC-1-40	$ 872,901	$ 786,000	$ (86,901)	Early BOE Correction	
267	0503021	RC14-205	$ 346,519	$ 338,000	$ (8,519)	Early BOE Correction	
268	0503052	RC14-208	$ 346,519	$ 339,000	$ (7,519)	Early BOE Correction	
269	0503122	RC14-215	$ 346,519	$ 339,000	$ (7,519)	Early BOE Correction	
270	0503177	RC14-220	$ 346,519	$ 345,500	$ (1,019)	Early BOE Correction	
271	0503254	RC14-229	$ 346,519	$ 339,000	$ (7,519)	Early BOE Correction	
272	0509973	RC17-3402	$ 4,363,778	$ 4,299,000	$ (64,778)	Early BOE Correction	
273	0050249	RC-3-115	$ 1,014,124	$ 934,000	$ (80,124)	Early BOE Correction	
274	0050272	RC-3-118	$ 972,736	$ 884,000	$ (88,736)	Early BOE Correction	
275	0244982	RCC-1B-BP-220	$ 1,167,100	$ 841,500	$ (325,600)	Early BOE Correction	
276	0427488	RCLD-7	$ 15,845,317	$ 14,994,000	$ (851,317)	Early BOE Correction	
277	0258883	RIS-18	$ 7,898,897	$ 7,349,000	$ (549,897)	Early BOE Correction	
278	0464805	RIVBLF-A-11	$ 697,468	$ 684,000	$ (13,468)	Early BOE Correction	
279	0189237	RP-2-N-4	$ 500,500	$ 499,000	$ (1,500)	Early BOE Correction	
280	0188494	RP-B-2	$ 500,500	$ 499,000	$ (1,500)	Early BOE Correction	
281	0188676	RP-D-4	$ 500,500	$ 499,000	$ (1,500)	Early BOE Correction	
282	0299630	RPL-II-90	$ 2,427,969	$ 2,324,000	$ (103,969)	Early BOE Correction	
283	0307193	RPL-III-150	$ 2,554,796	$ 2,228,902	$ (325,894)	Early BOE Correction	
284	0212211	RP-T-18	$ 1,573,280	$ 1,557,000	$ (16,280)	Early BOE Correction	
285	0378467	RRH-14	$ 5,086,612	$ 4,914,000	$ (172,612)	Early BOE Correction	
286	0537013	RT32-6	$ 764,972	$ 749,000	$ (15,972)	Early BOE Correction	
287	0175434	RV-52	$ 2,250,780	$ 2,099,000	$ (151,780)	Early BOE Correction	
288	0534696	RVRH-111	$ 700,000	$ 674,000	$ (26,000)	Early BOE Correction	
289	0412001	SA-290-G-5	$ 2,121,570	$ 2,099,000	$ (22,570)	Early BOE Correction	
290	0028732	SA-38	$ 2,276,735	$ 2,049,000	$ (227,735)	Early BOE Correction	
291	0179295	SCT-302-AM	$ 810,522	$ 793,840	$ (16,682)	Early BOE Correction	

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292	0206593	SCV-302	$ 1,502,624	$ 1,499,000	$ (3,624)	Early BOE Correction	
293	0517781	SCVC-13-16-117	$ 1,206,004	$ 1,186,500	$ (19,504)	Early BOE Correction	
294	0517178	SCVC-13-16-18	$ 921,669	$ 884,000	$ (37,669)	Early BOE Correction	
295	0517293	SCVC-13-16-30	$ 904,227	$ 874,000	$ (30,227)	Early BOE Correction	
296	0519066	SCVC-8-P1-25	$ 748,959	$ 709,000	$ (39,959)	Early BOE Correction	
297	0519167	SCVC-8-P1-35	$ 734,776	$ 639,000	$ (95,776)	Early BOE Correction	
298	0529793	SCVC-8-P2-58	$ 739,317	$ 701,500	$ (37,817)	Early BOE Correction	
299	0365183	SDLC-CG07	$ 908,375	$ 788,032	$ (120,343)	Early BOE Correction	
300	0411375	SGNH-16	$ 6,803,221	$ 6,699,000	$ (104,221)	Early BOE Correction	
301	0097299	SHA-436	$ 319,623	$ 269,000	$ (50,623)	Early BOE Correction	
302	0428510	SLC-226-AM	$ 560,070	$ 559,000	$ (1,070)	Early BOE Correction	
303	0428189	SLC-414-AM	$ 758,520	$ 754,000	$ (4,520)	Early BOE Correction	
304	0128565	SL-D-201-A	$ 508,646	$ 461,199	$ (47,447)	Early BOE Correction	
305	0221394	SLK-201	$ 772,723	$ 724,000	$ (48,723)	Early BOE Correction	
306	0221485	SLK-218	$ 757,914	$ 706,000	$ (51,914)	Early BOE Correction	
307	0221964	SLK-506	$ 1,942,878	$ 1,684,000	$ (258,878)	Early BOE Correction	
308	0222012	SLK-511	$ 2,251,494	$ 1,799,000	$ (452,494)	Early BOE Correction	
309	0222038	SLK-513	$ 1,935,364	$ 1,724,000	$ (211,364)	Early BOE Correction	
310	0294896	SMIL-II-19	$ 1,833,441	$ 1,599,000	$ (234,441)	Early BOE Correction	
311	0294904	SMIL-II-20	$ 1,792,131	$ 1,499,000	$ (293,131)	Early BOE Correction	
312	0399596	SMS-16	$ 1,502,148	$ 1,424,000	$ (78,148)	Early BOE Correction	
313	0229710	SMT-A-41	$ 1,255,639	$ 1,148,000	$ (107,639)	Early BOE Correction	
314	0229819	SMT-A-51	$ 1,271,036	$ 1,149,000	$ (122,036)	Early BOE Correction	
315	0030407	SNC-1031	$ 550,459	$ 529,000	$ (21,459)	Early BOE Correction	
316	0030753	SNC-1066	$ 388,276	$ 379,000	$ (9,276)	Early BOE Correction	
317	0195747	SOL-31	$ 3,894,129	$ 3,499,000	$ (395,129)	Early BOE Correction	
318	0286561	SOS-C-45	$ 1,487,880	$ 1,324,000	$ (163,880)	Early BOE Correction	
319	0495519	SS-142-B-1	$ 280,000	$ 268,000	$ (12,000)	Early BOE Correction	
320	0181119	SS-69-3	$ 638,390	$ 614,000	$ (24,390)	Early BOE Correction	
321	0373997	SSS-3-407	$ 1,118,238	$ 949,000	$ (169,238)	Early BOE Correction	
322	0525171	STRS-1-103	$ 1,179,444	$ 1,159,421	$ (20,023)	Early BOE Correction	
323	0525258	STRS-2-201	$ 1,130,988	$ 1,111,126	$ (19,862)	Early BOE Correction	
324	0525544	STRS-4-405	$ 1,219,565	$ 1,150,480	$ (69,085)	Early BOE Correction	
325	0063333	SU-B-1	$ 2,003,893	$ 1,474,000	$ (529,893)	Early BOE Correction	
326	0064034	SU-C-26	$ 1,024,244	$ 871,500	$ (152,744)	Early BOE Correction	
327	0064125	SU-C-35	$ 681,642	$ 662,000	$ (19,642)	Early BOE Correction	
328	0475427	SU-E-12-AM	$ 300,000	$ 289,000	$ (11,000)	Early BOE Correction	
329	0065171	SU-H-35	$ 1,025,790	$ 999,000	$ (26,790)	Early BOE Correction	
330	0065841	SU-I-110	$ 1,107,358	$ 1,084,000	$ (23,358)	Early BOE Correction	
331	0065924	SU-I-14	$ 1,583,218	$ 1,487,000	$ (96,218)	Early BOE Correction	
332	0066542	SU-I-70	$ 1,062,808	$ 899,000	$ (163,808)	Early BOE Correction	
333	0066625	SU-I-78	$ 1,481,091	$ 1,322,000	$ (159,091)	Early BOE Correction	
334	0066922	SU-J-15	$ 1,793,582	$ 1,479,000	$ (314,582)	Early BOE Correction	

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335	0067227	SU-J-42	$ 250,000	$ 214,000	$ (36,000)	Early BOE Correction	
336	0067474	SU-J-65	$ 1,441,543	$ 1,274,000	$ (167,543)	Early BOE Correction	
337	0068274	SU-L-3	$ 250,000	$ 219,000	$ (31,000)	Early BOE Correction	
338	0444559	SUM-18	$ 878,400	$ 824,000	$ (54,400)	Early BOE Correction	
339	0069934	SU-M-25	$ 3,231,556	$ 2,749,000	$ (482,556)	Early BOE Correction	
340	0069470	SU-M-2-62	$ 1,071,820	$ 807,000	$ (264,820)	Early BOE Correction	
341	0070189	SU-M-48	$ 1,888,957	$ 1,714,000	$ (174,957)	Early BOE Correction	
342	0497229	SYNCC-11-AM	$ 1,671,602	$ 1,199,000	$ (472,602)	Early BOE Correction	
343	0497142	SYNCC-3-AM	$ 1,815,414	$ 1,699,000	$ (116,414)	Early BOE Correction	
344	0424147	TCS-26	$ 3,165,518	$ 2,799,000	$ (366,518)	Early BOE Correction	
345	0059539	TL-1-78	$ 1,518,373	$ 1,299,000	$ (219,373)	Early BOE Correction	
346	0362982	TWL-1D	$ 998,307	$ 964,000	$ (34,307)	Early BOE Correction	
347	0363204	TWL-7C	$ 1,188,791	$ 1,159,000	$ (29,791)	Early BOE Correction	
348	0385108	TWNPT-C-103	$ 941,711	$ 899,000	$ (42,711)	Early BOE Correction	
349	0385173	TWNPT-C-301	$ 2,388,176	$ 2,344,000	$ (44,176)	Early BOE Correction	
350	0339915	UVC-26	$ 398,976	$ 374,000	$ (24,976)	Early BOE Correction	
351	0339923	UVC-27	$ 398,976	$ 364,000	$ (34,976)	Early BOE Correction	
352	0308845	VPJR-2	$ 1,156,000	$ 1,140,500	$ (15,500)	Early BOE Correction	
353	0518157	VPVS-80	$ 2,685,987	$ 2,464,000	$ (221,987)	Early BOE Correction	
354	0162713	WA-11-7A	$ 279,124	$ 250,000	$ (29,124)	Early BOE Correction	
355	0164800	WA-4-422	$ 302,462	$ 298,999	$ (3,463)	Early BOE Correction	
356	0165328	WA-6-613	$ 172,760	$ 169,000	$ (3,760)	Early BOE Correction	
357	0166219	WA-9-911	$ 267,995	$ 234,000	$ (33,995)	Early BOE Correction	
358	0166607	WA-9-950	$ 221,128	$ 169,000	$ (52,128)	Early BOE Correction	
359	0211973	WBD-69	$ 925,407	$ 824,000	$ (101,407)	Early BOE Correction	
360	0394266	WCAN-I-10-AM	$ 4,375,780	$ 4,249,000	$ (126,780)	Early BOE Correction	
361	0319511	WDCS-E-4	$ 1,397,231	$ 1,389,000	$ (8,231)	Early BOE Correction	
362	0192363	WD-II-5-29	$ 999,600	$ 931,500	$ (68,100)	Early BOE Correction	
363	0276232	WF-3-7	$ 1,353,492	$ 1,351,000	$ (2,492)	Early BOE Correction	
364	0196315	WH-3	$ 1,548,142	$ 1,449,000	$ (99,142)	Early BOE Correction	
365	0394829	WHLS-26	$ 3,932,042	$ 3,397,000	$ (535,042)	Early BOE Correction	
366	0395065	WHLS-50	$ 9,061,532	$ 8,714,000	$ (347,532)	Early BOE Correction	
367	0530702	WOH-1B-25	$ 800,000	$ 786,500	$ (13,500)	Early BOE Correction	
368	0093413	WS-46	$ 561,152	$ 529,000	$ (32,152)	Early BOE Correction	
369	0392898	WV-29	$ 4,467,774	$ 3,599,000	$ (868,774)	Early BOE Correction	
370	0297287	WWPD-B12-AM	$ 870,635	$ 803,800	$ (66,835)	Early BOE Correction	
371	0344501	WWS-2A-A9	$ 1,229,880	$ 1,090,950	$ (138,930)	Early BOE Correction	
372	0454697	WWS-2E-E20	$ 1,513,845	$ 1,449,000	$ (64,845)	Early BOE Correction	
373	0177489	YS-1	$ 1,044,585	$ 939,000	$ (105,585)	Early BOE Correction	
374	0008072	HT-39	$ 18,446	$ 16,046	$ (2,400)	Early BOE Correction - Recorder error	A parcel acreage adjustment was identified by the Recorders Office after the tax roll had closed and was subsequently brought to the Assessor's Office for review. The parcel acreage and corresponding valuation have been updated to reflect the approved adjustment for the 2026 tax year.

#	Account #	Parcel ID	Old Market Value	New Market Value	MV Difference	Reason	Explanation or Result
375	0134464	HC-1-12	$ 1,448,138	$ 1,448,138	$ -		Non-primary No Exemption
376	0135008	HC-1-61	$ 837,083	$ 837,083	$ -		Non-primary No Exemption
377	0306344	PBC-1-42	$ 907,500	$ 907,500	$ -		Non-primary No Exemption
378	0407274	1259-NOR-2	$ 3,239,229	$ 3,239,229	$ -		Primary Exemption Granted
379	0473825	575-PA-1	$ 2,837,066	$ 2,837,066	$ -		Primary Exemption Granted
380	0400659	AMS-2-AM	$ 755,437	$ 755,437	$ -		Primary Exemption Granted
381	0488223	BHRC-2402	$ 807,284	$ 807,284	$ -		Primary Exemption Granted
382	0347231	BHVS-T12	$ 1,042,000	$ 1,042,000	$ -		Primary Exemption Granted
383	0381503	CCRK-J-25	$ 417,040	$ 417,040	$ -		Primary Exemption Granted
384	0111520	CD-638-D	$ 1,716,854	$ 1,716,854	$ -		Primary Exemption Granted
385	0357545	CRQJ-56-AM	$ 1,222,831	$ 1,222,831	$ -		Primary Exemption Granted
386	0001127	CT-192	$ 448,560	$ 448,560	$ -		Primary Exemption Granted
387	0516050	CVILLC-221	$ 242,890	$ 242,890	$ -		Primary Exemption Granted
388	0253744	ELK-203	$ 734,712	$ 734,712	$ -		Primary Exemption Granted
389	0334403	EP-II-40	$ 5,629,770	$ 5,629,770	$ -		Primary Exemption Granted
390	0522482	ESSCVC-66	$ 1,138,643	$ 1,138,643	$ -		Primary Exemption Granted
391	0535613	FC-5-503	$ 488,553	$ 488,553	$ -		Primary Exemption Granted
392	0513183	FCS-210	$ 611,255	$ 611,255	$ -		Primary Exemption Granted
393	0396758	FPRV-12-B	$ 830,700	$ 830,700	$ -		Primary Exemption Granted
394	0038178	HR-93	$ 5,131,635	$ 5,131,635	$ -		Primary Exemption Granted
395	0007033	HT-100-D	$ 562,231	$ 562,231	$ -		Primary Exemption Granted
396	0424865	JCVE-1	$ 2,479,950	$ 2,479,950	$ -		Primary Exemption Granted
397	0285118	MH-II-50	$ 2,601,754	$ 2,601,754	$ -		Primary Exemption Granted
398	0196943	MLA-12	$ 3,094,333	$ 3,094,333	$ -		Primary Exemption Granted
399	0379093	PBP-A-C-14	$ 689,920	$ 689,920	$ -		Primary Exemption Granted
400	0311195	PB-PR-63	$ 2,312,968	$ 2,312,968	$ -		Primary Exemption Granted
401	0485844	PNW-1-7	$ 3,744,111	$ 3,744,111	$ -		Primary Exemption Granted
402	0505685	SCVC-2-24	$ 1,259,508	$ 1,259,508	$ -		Primary Exemption Granted
403	0519136	SCVC-8-P1-32	$ 320,775	$ 320,775	$ -		Primary Exemption Granted
404	0364947	SDLC-C314	$ 926,650	$ 926,650	$ -		Primary Exemption Granted
405	0195069	SLS-137	$ 2,178,940	$ 2,178,940	$ -		Primary Exemption Granted
406	0176150	SLS-54	$ 1,636,357	$ 1,636,357	$ -		Primary Exemption Granted
407	0349682	SSS-1-231	$ 1,242,425	$ 1,242,425	$ -		Primary Exemption Granted
408	0525474	STRS-2-223	$ 1,019,180	$ 1,019,180	$ -		Primary Exemption Granted
409	0062194	SU-A-104	$ 777,464	$ 777,464	$ -		Primary Exemption Granted
410	0067771	SU-J-93	$ 837,930	$ 837,930	$ -		Primary Exemption Granted
411	0319644	WDCS-E-17	$ 1,255,363	$ 1,255,363	$ -		Primary Exemption Granted
412	0272843	WR-1	$ 4,744,352	$ 4,744,352	$ -		Primary Exemption Granted
				TOTAL	**$ (52,988,360)**		

Junction Commons

June 2026 Update

Following the last work session, Council provided clear direction on its priorities for a re-zone and redevelopment of Junction Commons. The enclosed updated plan addresses each of these priorities head-on. The project is less dense, , more-than fully affordable AUE-compliant under code, family-friendly, integrated by design, and locally focused vs. the vehicle-oriented shopping center that exists today.

What Council Asked For — and What This Plan Delivers

1. A Majority-Affordable Community.

The new plan delivers 220 affordable units out of 370 total — 60% of the project. Affordable housing is the clear majority. **The total unit count has also come down from the prior submission by 89 total units**. Thar largest change comes from eliminating the largest 110-market rate apartment building and substituting it with 28 townhomes. Below are the fully built out housing numbers:

Total housing units proposed:	370
Affordable housing units:	220 (60%)
Market rate units:	**150 (40%)**

2. Fully AUE-Compliant. No Reduction Requested.

The plan is AUE-compliant across the project. The project is NOT requesting the 25% affordable housing reduction allowed under the code, meaning no discretionary action by Council is requested on the affordable component of the project. The project meets and exceeds the affordable housing obligations under standard code with a surplus of 27.33 AUEs project-wide.

3. Family-Sized Units in the Affordable Mix.

The affordable mix includes three-bedroom units, opening the project to families and a fuller range of household sizes. Junction Commons is built to house workers and their families, not just individuals.

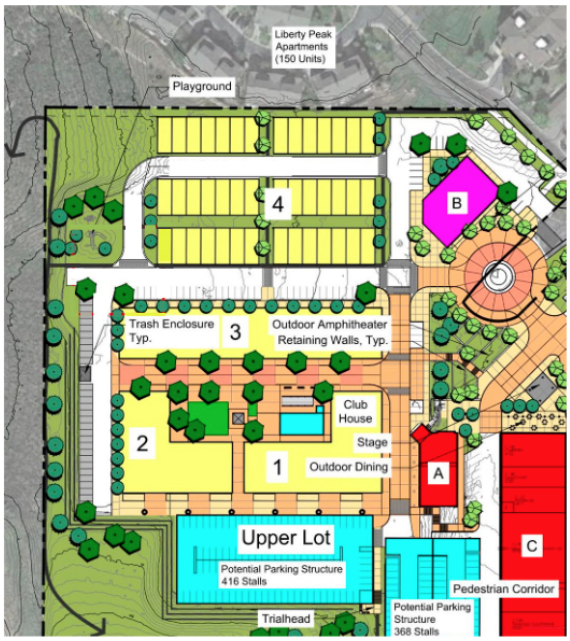
4. Integrated Affordable and Market Rate Housing.

Affordable units are placed within market rate buildings rather than segregated into standalone structures. The result is a genuinely mixed-income community rather than two separate populations sharing a site.

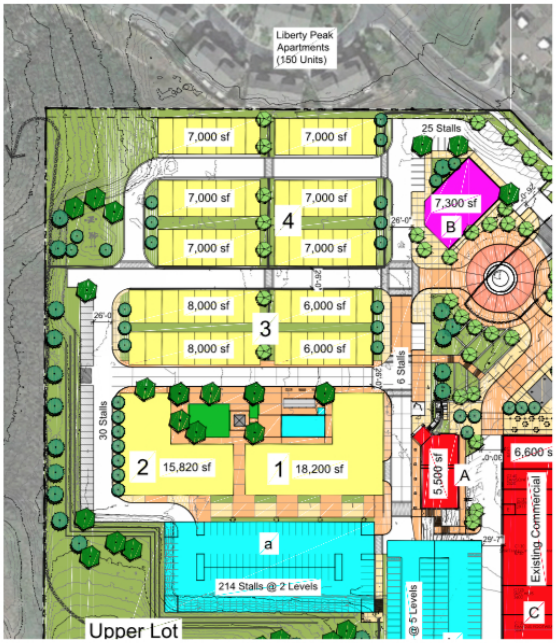
5. Lower Density and Reduced Commercial Footprint.

Total unit count has been reduced from the prior submission, with elimination of the Pod 3 apartment building from Phase 3. This was the largest single building in the proposal, with 110 market rate units spread over 5 floors. The proposal also contemplates the complete removal of Phase 7. On commercial, the plan takes 97,505 square feet of existing commercial offline immediately. At full buildout, the project will have 56,602 square feet less commercial than exists today.

Immediate commercial reduction sq. ft.:	97,505
Total new commercial sq. ft.:	41,303
Net commercial reduction sq. ft.:	**56,202**



May 13th Meeting



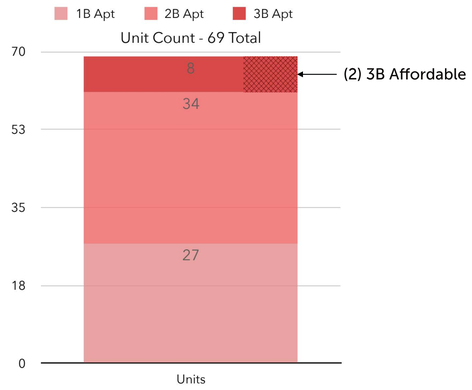
June 24th Meeting

*Removes 110 Unit Multi-Family Building and Adds 28 Townhomes

Conclusion

The proposed redevelopment of Junction Commons unlocks a large collection of community benefits with less density and more affordable housing in a fully AUE-compliant development plan. The project includes family-sized units, integrated housing types, walkability, improved connectivity and public transit with less commercial than the existing footprint. The updated plan addresses every comment Council raised and asks for nothing in return. Enclosed please find the supporting details.

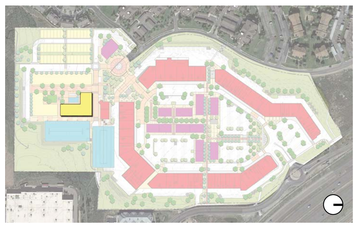
HOUSING MIX



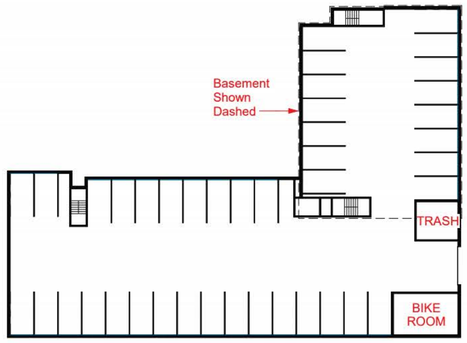
BUILDING AREA

ROOM TYPE	UNIT AREA
Residential - 1 Bed	Ave 730 ft²
Residential - 2 Bed	Ave 900 ft²
Residential - 3 Bed	Ave 1,224 ft²
Entry	2,182 ft²
Mechanical/Basement	6,995 ft²
Mail Room	340 ft²
Lounge	865 ft²
Fitness	3,090 ft²
Trash	498 ft²
Bike Room	918 ft²

KEY PLAN



LEVEL 0



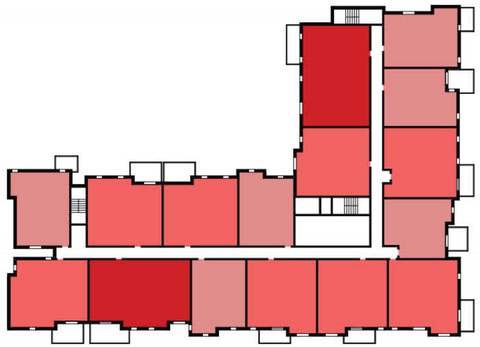
LEVEL 1



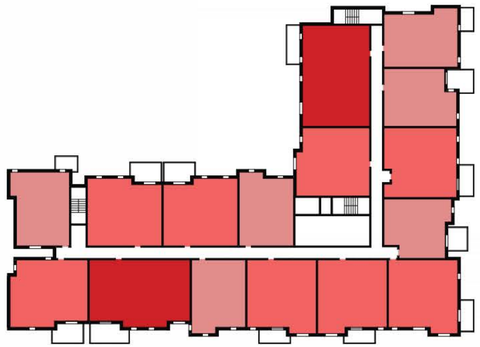
LEVEL 2



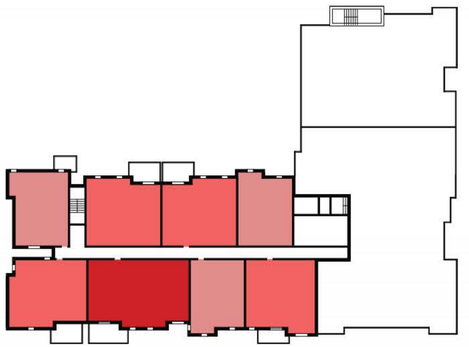
LEVEL 3



LEVEL 4

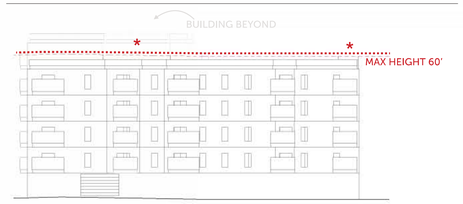


LEVEL 5





NORTH ELEVATION

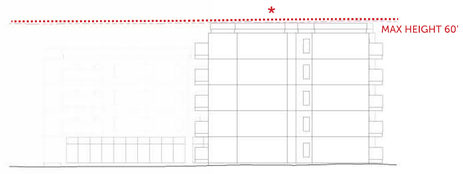


*PENTHOUSES SHOWN ARE AN ALTERNATIVE CONTINGENT UPON APPROVAL OF HEIGHT EXCEPTION IN NMU ZONE

EAST ELEVATION



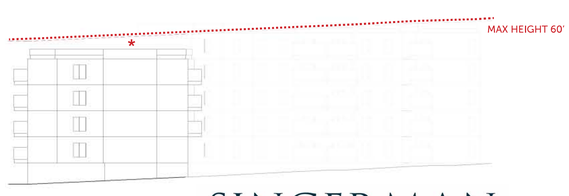
SOUTH ELEVATION



*PENTHOUSES SHOWN ARE AN ALTERNATIVE CONTINGENT UPON APPROVAL OF HEIGHT EXCEPTION IN NMU ZONE



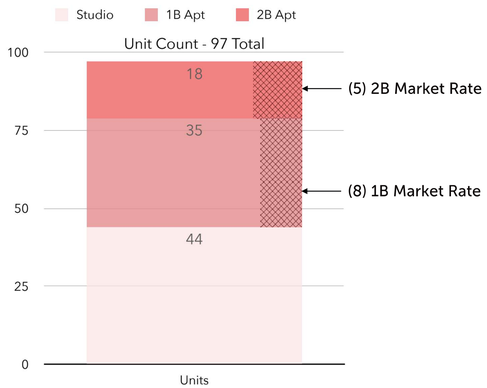
WEST ELEVATION



ELLIOTT WORKGROUP

SINGERMAN REAL ESTATE

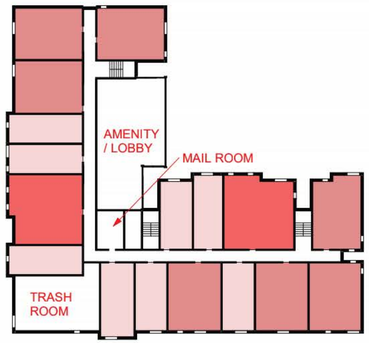
HOUSING MIX



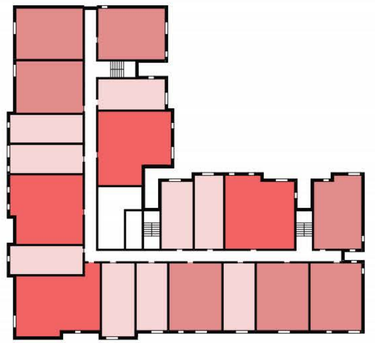
BUILDING AREA

ROOM TYPE	UNIT AREA
Residential - Studio	Ave 411 ft²
Residential - 1 Bed	Ave 655 ft²
Residential - 2 Bed	Ave 918 ft²
Amenity/Lobby	1,431 ft²
Trash	897 ft²
Mail Room	194 ft²

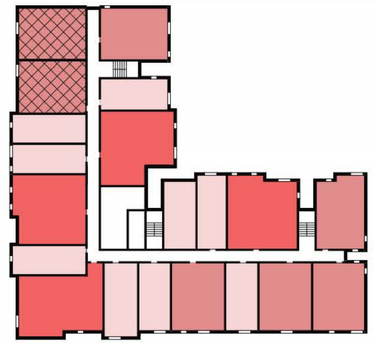
LEVEL 0



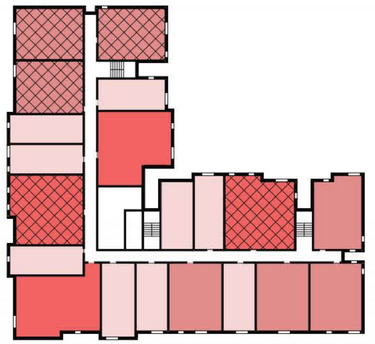
LEVEL 1



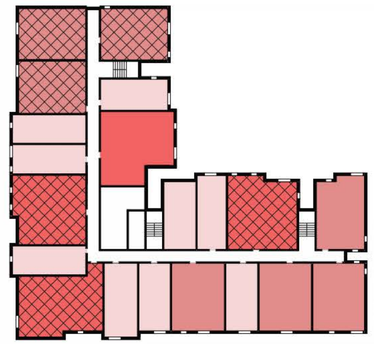
LEVEL 2



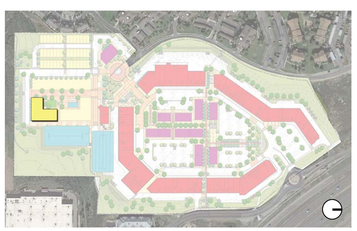
LEVEL 3

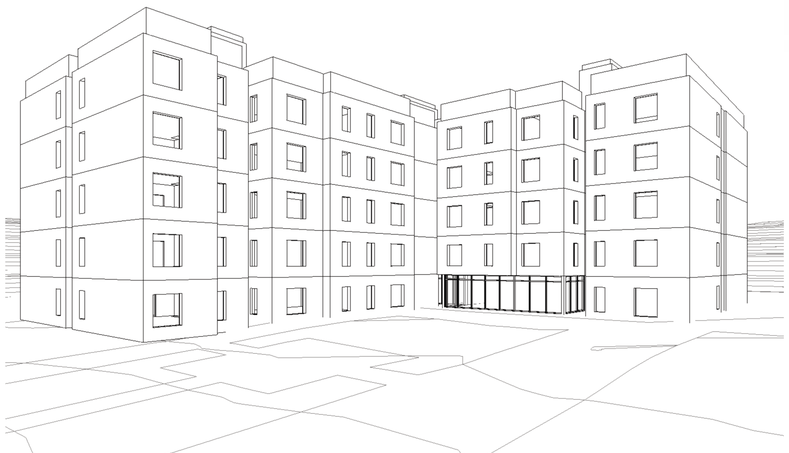


LEVEL 4

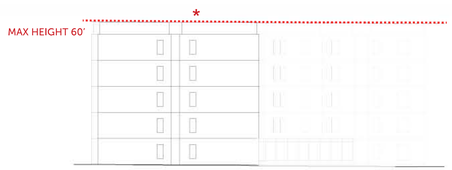


KEY PLAN





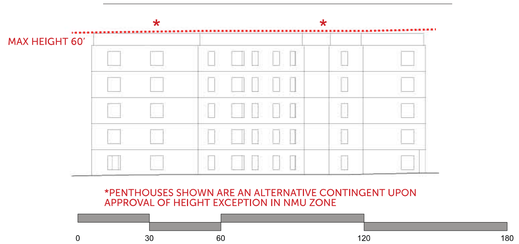
NORTH ELEVATION



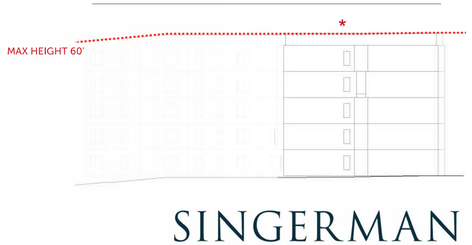
EAST ELEVATION



SOUTH ELEVATION

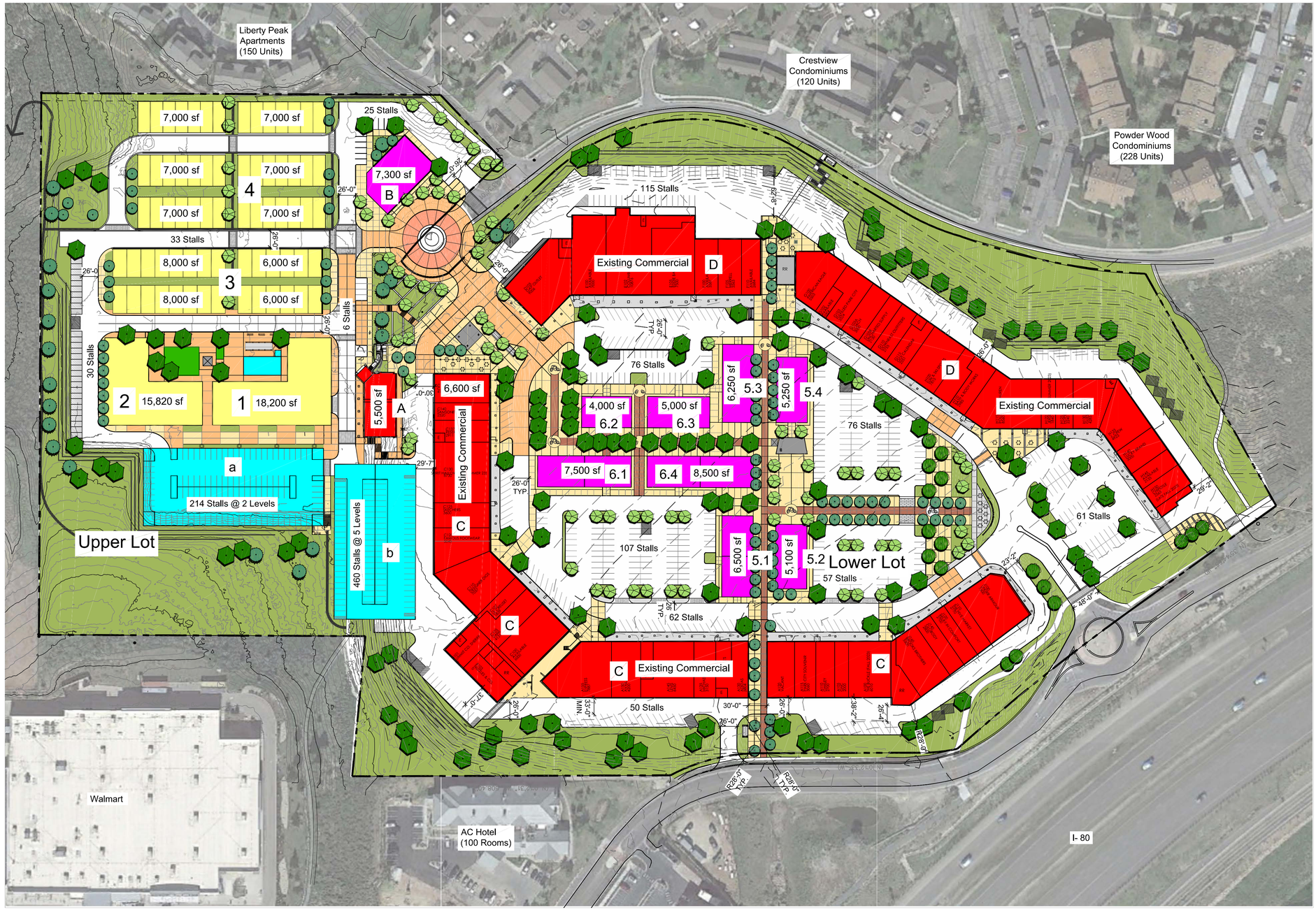


WEST ELEVATION



ELLIOTT WORKGROUP

SINGERMAN REAL ESTATE



Development Data:

Upper Lot:

Residential:

Pod (1) Apartments
18,200 SF Footprint
91,000 SF @ 5 Stories

Pod (2) Apartments
15,820 SF Footprint
79,100 SF @ 5 Stories

Pod (3) T-Homes
28 Units

Club House
4,200 SF Footrpint

Pod (4) T-Homes
42 Units

Commercial - Mixed Use:

Pod (A) Commercial
5,500 SF Footprint

Pod (B) Mixed-Use
7,300 SF Footprint

Parking:
Pod 1 - Parking
41 Stalls

(a) Parking Structure
+-214 @ 2 Levels

(b) Parking Structure
+- 460 Stalls @ 5 Levels

Surface Parking
61 Stalls

Lower Lot:

Pod (5.1)
6,500 SF Commercial
6,500 SF Residential

Pod (5.2)
5,100 SF Commercial
5,100 SF Residential

Pod (5.3)
6,250 SF Commercial
6,250 SF Residential

Pod (5.4)
5,250 SF Commercial
5,250 SF Residential

Pod (6.1)
7,500 SF Commercial
7,500 SF Residential

Pod (6.2)
4,000 SF Commercial
4,000 SF Residential

Pod (6.3)
5,000 SF Commercial
5,000 SF Residential

Pod (6.4)
8,500 SF Commercial
8,500 SF Residential

Proposed Overall Totals:

Commercial:	
Existing	274,994 SF
Proposed	55,200 SF
Total:	330,194 SF

Parking:	
	665 Surface Stalls
	715 Structure Stalls
Total:	1,380 Stalls

Overall Conceptual Master Plan

Junction Commons
2026.06.15

0 40 80 160 240
SCALE: 1"=80'

000

ELLIOTT WORKGROUP

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Convert 2 Units in Pod 1, Add 3rd Floor to Pod 5, Remove Pod 7, Replace Pod 3 with Townhomes

Affordable Calculations Phase 3 (Pods 1 & 2)

Junction Commons

06/10/2026

Step 1 - Non Residential AUE Calculations

use category	proposed floor Area	percentage of total area	5,000 sf exemption	calculated area	area	rooms	FTEs	Employees
Commercial / Retail	0.0	0.14	0.00	0.00			3.3	0
High Intensity	0.0	0.14	0.00	0.00			5.6	0
Lodging Hotel	0.0	0.14	0.00	0.00			0.6	0
Low Intensity	0.0	0.14	0.00	0.00			2.62	0
Medium Intensity	0.0	0.14	0.00	0.00			3.7	0
Restaurant / Bar	0.0	0.14	0.00	0.00			6.5	0
General Commercial	0.0	0.14	0.00	0.00			4.4	0
Totals	0.0		0	0				0

Inclusionary Percentage		0.5
Total Employees		0
Workers per Household	1.5	0
Jobs per Worker	1.2	0
AUEs Required for Commercial		0

Step 2 - Market Rate AUE Calculations (includes Non Residential referred to as WUEs)

use category	calculations
Market Rate Units	80.00
50% Inclusionary Zoning Requirement	0.50
Affordable Unit Equivalent	40.00
Commercial WUEs	0.00
Total Required AUEs	40.00
No Round Down to Whole Number	40.00
Fractional Unit	0.00
In Lieu Fee	$0.00
In Lieu Fee X Fractional Unit	0.00
Total AUEs Required	40.00

Step 3 - Required AUE Calculations

Step 3 - Requirements

unit types proposed	quantity	beds/units	AUEs	min. area / bed or unit	(1) AUE =
Dormitory	0.0	beds	0.00	150	5
SRO Unit	0.0	units	0.00	275	2.75
Studio Unit	44.0	units	22.00	400	2
One Bedroom Unit	27.0	units	21.60	650	1.25
Two Bedroom Unit	13.0	units	13.00	900	1
Three Bedroom Unit	2.0	units	2.50	1,150	0.8
Four Bedroom Unit	0.0	units	0.00	1,400	0.7
Total Proposed	86.0		59.10		
		Required AUEs	40		
		Surplus or Deficit	19.10		
			47.75%		

ELLIOTT WORKGROUP

Convert 2 Units in Pod 1, Add 3rd Floor to Pod 5, Remove Pod 7, Replace Pod 3 with Townhomes

Affordable Calculations Phase 4

06/10/2026

Junction Commons

Step 1 - Non Residential AUE Calculations

use category	proposed floor Area	percentage of total area	5,000 sf exemption	calculated area	area	rooms	FTEs	Employees
Commercial / Retail	5,010.5	0.74	3,700.00	1,310.54	1,310.54		3.3	4.32
High Intensity	0.0	0.00	0.00	0.00	0		5.6	0.00
Lodging Hotel	0.0	0.00	0.00	0.00	0		0.6	0.00
Low Intensity	541.7	0.08	400.00	141.68	141.68		2.62	0.37
Medium Intensity	0.0	0.00	0.00	0.00	0		3.7	0.00
Restaurant / Bar	1,218.8	0.18	900.00	318.78	318.78		6.5	2.07
General Commercial	0.0	0.00	0.00	0.00	0		4.4	0.00
Totals	6,771.0		5,000	1,771				6.77

Inclusionary Percentage		0.50
Total Employees		3.38
Workers per Household	1.5	2.26
Jobs per Worker	1.2	1.88
AUEs Required for Commercial		1.88

Step 2 - Market Rate AUE Calculations (includes Non Residential as WUEs)

use category	calculations	
Market Rate Units	70.00	* Includes (2) Attainable Units
50% Inclusionary Zoning Requirement	0.50	
Affordable Unit Equivalent	35.00	
Commercial WUEs	1.88	
Total Required AUEs	36.88	
No Round Down to Whole Number	36.88	
Fractional Unit	0.00	
In Lieu Fee	$0.00	
In Lieu Fee X Fractional Unit	0.00	
Total AUEs Required	36.88	

Step 3 - Required AUE Calculations

Step 3 - Requirements

unit types proposed	quantity	beds/units	AUEs		min. area / bed or unit	(1) AUE =
Dormitory	0.0	beds	0.00		150	5.00
SRO Unit	0.0	units	0.00		275	2.75
Studio Unit	15.0	units	7.50		400	2.00
One Bedroom Unit	15.0	units	12.00		650	1.25
Two Bedroom Unit	0.0	units	0.00		900	1.00
Three Bedroom Unit	0.0	units	0.00		1,150	0.80
Four Bedroom Unit	0.0	units	0.00		1,400	0.70
Total Proposed	30.0		19.50			
		Required AUEs	36.88	76.88		
		Surplus or Deficit	-17.38	1.72		
			-47.13%	2.24%		

ELLIOTT WORKGROUP

Convert 2 Units in Pod 1, Add 3rd Floor to Pod 5, Remove Pod 7, Replace Pod 3 with Townhomes

Affordable Calculations Phase 5 (3 Story)

Junction Commons

06/10/2026

Step 1 - Non Residential AUE Calculations

use category	proposed floor Area	percentage of total area	5,000 sf exemption	calculated area	area	rooms	FTEs	Employees
Commercial / Retail	14,376.7	0.74	0.00	14,376.72	14,376.72		3.3	47.44
High Intensity	0.0	0.00	0.00	0.00	0		5.6	0.00
Lodging Hotel	0.0	0.00	0.00	0.00	0		0.6	0.00
Low Intensity	1,554.2	0.08	0.00	1,554.24	1,554.24		2.62	4.07
Medium Intensity	0.0	0.00	0.00	0.00	0		3.7	0.00
Restaurant / Bar	3,497.0	0.18	0.00	3,497.04	3,497.04		6.5	22.73
General Commercial	0.0	0.00	0.00	0.00	0		4.4	0.00
Totals	19,428.0		0	19,428				74.25

Inclusionary Percentage		0.50
Total Employees		37.12
Workers per Household	1.5	24.75
Jobs per Worker	1.2	20.62
AUEs Required for Commercial		20.62

Step 2 - Market Rate AUE Calculations (includes Non Residential as WUEs)

use category	calculations
Market Rate Units	0.00
50% Inclusionary Zoning Requirement	0.50
Affordable Unit Equivalent	0.00
Commercial WUEs	20.62
Total Required AUEs	20.62
No Round Down to Whole Number	20.62
Fractional Unit	0.00
In Lieu Fee	$0.00
In Lieu Fee X Fractional Unit	0.00
Total AUEs Required	20.6

Step 3 - Required AUE Calculations

Step 3 - Requirements

unit types proposed	quantity	beds/units	AUEs		min. area / bed or unit	(1) AUE =
Dormitory	0.0	beds	0.00		150	5.00
SRO Unit	0.0	units	0.00		275	2.75
Studio Unit	32.0	units	16.00		400	2.00
One Bedroom Unit	36.0	units	28.80		650	1.25
Two Bedroom Unit	0.0	units	0.00		900	1.00
Three Bedroom Unit	0.0	units	0.00		1,150	0.80
Four Bedroom Unit	0.0	units	0.00		1,400	0.70
Total Proposed	68.0		44.80			
Required AUEs			20.62	97.50		
Surplus or Deficit			24.18	25.90		
			117.22%	26.56%		

ELLIOTT WORKGROUP

Convert 2 Units in Pod 1, Add 3rd Floor to Pod 5, Remove Pod 7, Replace Pod 3 with Townhomes

Affordable Calculations Phase 6

06/10/2026

Junction Commons

Step 1 - Non Residential AUE Calculations

use category	proposed floor Area	percentage of total area	5,000 sf exemption	calculated area	area	rooms	FTEs	Employees
Commercial / Retail	15,736.1	0.74	0.00	15,736.10	15,736.1		3.3	51.93
High Intensity	0.0	0.00	0.00	0.00	0		5.6	0.00
Lodging Hotel	0.0	0.00	0.00	0.00	0		0.6	0.00
Low Intensity	1,701.2	0.08	0.00	1,701.20	1,701.2		2.62	4.46
Medium Intensity	0.0	0.00	0.00	0.00	0		3.7	0.00
Restaurant / Bar	3,827.7	0.18	0.00	3,827.70	3,827.7		6.5	24.88
General Commercial	0.0	0.00	0.00	0.00	0		4.4	0.00
Totals	21,265.0		0	21,265				81.27

Inclusionary Percentage		0.50
Total Employees		40.63
Workers per Household	1.5	27.09
Jobs per Worker	1.2	22.57
AUEs Required for Commercial		22.57

Step 2 - Market Rate AUE Calculations (includes Non Residential as WUEs)

use category	calculations
Market Rate Units	0.00
50% Inclusionary Zoning Requirement	0.50
Affordable Unit Equivalent	0.00
Commercial WUEs	22.57
Total Required AUEs	22.57
No Round Down to Whole Number	22.57
Fractional Unit	0.00
In Lieu Fee	$0.00
In Lieu Fee X Fractional Unit	0.00
Total AUEs Required	22.57

Step 3 - Required AUE Calculations

Step 3 - Requirements

unit types proposed	quantity	beds/units	AUEs		min. area / bed or unit	(1) AUE =
Dormitory	0.0	beds	0.00		150	5.00
SRO Unit	0.0	units	0.00		275	2.75
Studio Unit	16.0	units	8.00		400	2.00
One Bedroom Unit	20.0	units	16.00		650	1.25
Two Bedroom Unit	0.0	units	0.00		900	1.00
Three Bedroom Unit	0.0	units	0.00		1,150	0.80
Four Bedroom Unit	0.0	units	0.00		1,400	0.70
Total Proposed	36.0		24.00			
		Required AUEs	22.57	120.08		
		Surplus or Deficit	1.43	27.32		
			6.32%	22.75%		

Convert 2 Units in Pod 1. Add 3rd Floor to Pod 5. Remove Pod 7. Replace Pod 3 with Townhomes

Affordable Summary by Phase

Junction Commons

06/10/2026

Phase 3

*No New Commercial	
*Market Rate and Affordable	
Required AUEs	40.00
Proposed AUEs	59.10
Total Affordable Units	86.00
Total Market Rate Units	80.00

Phase 4

*Market Rate and Affordable	
*5,000 sf Commercial Exemption Used	
Required AUEs	36.88
Proposed AUEs	19.50
Total Affordable Units	30.00
Total Market Rate Units	70.00

Phase 5

*No Market Rate Units	
Required AUEs	20.62
Proposed AUEs	44.80
Total Affordable Units	68.00
Total Market Rate Units	0.00

Phase 6

*No Market Rate Units	
Required AUEs	22.57
Proposed AUEs	24.00
Total Affordable Units	36.00
Total Market Rate Units	0.00

Totals

Total Required AUEs	120.08
Total Proposed AUEs	147.40
Total Affordable Units	220.00
Total Market Rate Units	150.00
Total Units	370.00
Market Rate Unit Reduction	76.00
Affordable Unit Percentage	59.46%

Transportation Planning
1885 Ute Blvd.
Park City, UT 84098
Summitcountyutah.gov

Memo

To:	Summit County Council
From:	Carl Miller, PMP, AICP CTP, Transportation Planning Director Brandon Brady, PE, County Engineer
Date:	June 24, 2026
Subject:	Kimball Junction West Traffic Analysis

Background:
At the April 15, 2026 Summit County Council meeting, the Kimball Junction Traffic Impact Study (TIS) was reviewed. Council raised concerns that the cumulative impact of recently proposed and entitled developments could adversely affect the transportation network in the west Kimball Junction area.

To address this question, Hales Engineering prepared the attached addendum memorandum (June 6, 2026). The purpose of the addendum was to compare traffic generated by recently entitled and proposed development with the growth already assumed in the County's 2050 Travel Demand Model (TDM), which served as the basis for the original Junction Commons TIS.

Analysis:
The Hales Engineering addendum evaluated traffic associated with the following developments:

- Utah Olympic Park
- Alturas Station (including the Kimball Junction P3 Area)
- The PEAK Building (redevelopment of the former Skullcandy Headquarters site)
- Junction Commons mixed-use development

The analysis estimated trip generation and distribution from these developments and compared the resulting traffic volumes to the growth already incorporated into the County's 2050 Travel Demand Model.

Findings:
<u>Comparison to the 2050 Travel Demand Model</u>

The analysis found that traffic generated by recently entitled and proposed development is less than the level of growth already assumed in the County's 2050 Travel Demand Model.

Collectively, Alturas Station, the PEAK Building, Utah Olympic Park, and Junction Commons are estimated to generate approximately 13,621 daily trips, including 1,211 AM peak-hour trips and 1,169 PM peak-hour trips. When compared to the traffic volumes already forecast in the TDM, these developments result in only 69 fewer AM peak-hour trips and 195 fewer PM peak-hour trips, compared

to the 2050 travel demand model. The analysis also found that while traffic volumes on Powderwood Drive would increase, roadway operations would continue to function at Level of Service (LOS) A. Overall, the net growth associated with these projects remains below the traffic levels anticipated in the County's long-range transportation forecasts.

Intersection Operations

The 2050 Travel Demand Model forecast identified the following intersections as operating below the County's LOS standard under future conditions:

- Landmark Drive / Whole Foods-Marriott Access (PM Peak Hour)
- Landmark Drive / Landmark Loop (AM and PM Peak Hours)

Under the entitled/proposed development scenario, the same intersections continue to experience operational deficiencies; however, the AM peak-hour deficiency at Landmark Drive and Landmark Loop is eliminated. In other words, the entitled development scenario performs similarly to, or slightly better than, the 2050 TDM forecast.

Mitigation Strategies

The Hales Engineering analysis identified three potential mitigation measures that would improve intersection operations and bring future 2050 conditions into compliance with County LOS standards.

1. Restrict Landmark Drive / Landmark Loop to ¾ Access

This improvement would prohibit the left-out movement from Landmark Loop onto Landmark Drive. The analysis indicates that this modification would improve intersection operations to LOS A while affecting a relatively small number of vehicles—approximately five vehicles during the AM peak hour and ten vehicles during the PM peak hour.

2. Improve the Landmark Drive / Whole Foods-Marriott Access Intersection

The Hales memorandum evaluated installation of a roundabout at this location. This concept is generally consistent with the County's 2022 Long-Range Transportation Plan. Following selection of Kimball Junction Alternative C and inclusion of the project in the UDOT Statewide Transportation Improvement Program (STIP), County staff anticipates a future corridor study to evaluate interchange configuration, congestion management, and access management along Landmark Drive. The corridor study may ultimately recommend a roundabout or other access-management improvements.

3. Add a Northbound Through Lane at Landmark Drive / Ute Boulevard

The final mitigation strategy would add an additional northbound through lane at the Landmark Drive and Ute Boulevard intersection. This improvement could potentially be implemented in conjunction with future modifications to the Ute/Landmark roundabout.

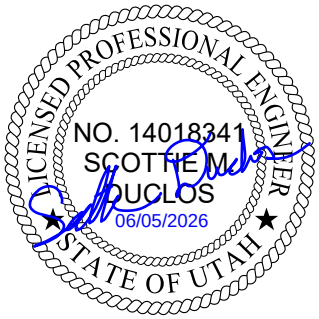
Conclusion

The original Junction Commons Traffic Impact Study relied on the County's 2050 Travel Demand Model to forecast future transportation conditions. The Hales Engineering addendum demonstrates that traffic generated by recently entitled and proposed development in west Kimball Junction remains below the level of growth already assumed in that model.

While two intersections are anticipated to fail under future 2050 conditions, those deficiencies were already identified in the long-range transportation forecasts. The analysis further indicates that feasible mitigation measures are available to restore acceptable levels of service at the affected intersections. Based on this analysis, recently entitled and proposed development does not result in traffic impacts that exceed the growth assumptions used in the County's 2050 transportation planning efforts.

Attachment: Summit County – Junction Commons TIS Addendum (June 6, 2026)

MEMORANDUM



Date: June 5, 2026

To: Summit County

From: Hales Engineering

Subject: Summit County – Junction Commons TIS Addendum

UT24-2763

Summary of Key Findings

- The 2025 traffic impact study (TIS) for Junction Commons estimated future traffic growth using the regional travel demand model (TDM) which anticipated more growth on Landmark Drive than all known nearby developments combined
- Therefore, the TIS completed for Junction Commons was a conservative analysis
- Assuming the lower traffic estimates based on known nearby developments, the level of service results at study intersections are similar to those in the 2025 TIS, though had improved results overall. The same future background mitigation measures recommended in the 2025 TIS are still recommended, including:
    - Landmark Drive / Ute Boulevard: Additional northbound through lane
    - Landmark Loop / Landmark Drive: Restrict to 3/4 access (no LT egress)
    - Marriott & Whole Foods / Landmark Drive: Single lane roundabout

Introduction

During the May Summit County Council work session, questions were brought up whether the provided TIS for Junction Commons adequately addressed the impacts of area developments already known and approved, including, the Dakota Pacific project, Utah Olympic Park expansion, conversion of the Skull Candy building, and the P3 development. This memo compares projected traffic volumes between the following traffic growth methods:

1. Growth projected by the Summit County Travel Demand Model (TDM), which was the method used in the 2025 traffic impact study (TIS), and
2. Growth expected based on trip generation of the listed nearby known major developments

The comparison determines if the previous study appropriately accounted for growth expected in the Kimball Junction area, specifically along Landmark Drive north of Ute Boulevard. Additionally, a traffic model was run assuming the second method based on trip generation. A vicinity map of the study area is shown in Figure 1.



Figure 1: Vicinity map of the nearby proposed developments in Summit County, Utah

Background

Hales Engineering identified anticipated traffic volumes generated by other developments near Junction Commons. The developments are located south of the Junction Commons in Summit County, Utah. These developments include retail, restaurant, office, government office, and medical office and art center space, in addition to multifamily and senior adult housing. Land use and trip generation, where available, were provided by Summit County and Dakota Pacific. The land uses for the nearby developments have been identified as follows:

Kimball Junction P3
- Strip Retail Plaza — 34,000 sq. ft.
- High-Turnover Restaurant — 26,000 sq. ft.
- General Office Building — 49,000 sq. ft.
- Multifamily Housing — 160 dwelling units

Skull Candy Site
- Government Office Building — 47,000 sq. ft.

Dakota Pacific
- Multifamily Housing — 725 dwelling units
- Recreational Community Center — 20,000 sq. ft.

- Medical Office Building 50,000 sq. ft.
- Senior Adult Housing 170 units

Utah Olympic Park

- Multifamily Housing 222 dwelling units
- Athlete Support 45,464 sq. ft.
- Medical Office Building 15,438 sq. ft.
- General Office Building 69,576 sq. ft.
- Hotel 120 keys
- Commercial/Flex 12,000 sq. ft.

Trip Generation

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE) *Trip Generation (12th Edition, 2025)*. Trip generation for the proposed project is included in Table 1.

A government office building will replace the Skull Candy office building on Tech Center Drive. As such, a trip generation comparison between Skull Candy and the Government Office Building land use was made and the difference was used in the trip generation table to account for background traffic from Skull Candy.

As shown in Table 1, it is anticipated that the proposed developments near Junction Commons will generate approximately 13,621 new trips on an average weekday, including 1,211 trips during the morning peak hour, and 1,169 trips during the evening peak hour.

Based on ITE pass-by trip data, the average pass-by percentage for the retail land use is 40% during both the morning peak hour and evening peak hour. However, it was assumed the retail space planned in the Dakota Pacific development will experience no pass-by as a conservative measure.

Trip Distribution and Assignment

Trip distribution percentages for new trips were based on the type of trip and the proximity of project access points to major streets, high population densities, and regional trip attractions. Previously completed traffic studies and existing travel patterns observed during data collection were also used to establish these distribution percentages, especially near the site. The assumed distribution of new trips during the peak hour is shown in Table 2.

These trip distribution assumptions were used to assign the peak hour trip generation at the study intersections to create trip assignment for the combined development.

Table 1: Trip Generation

Trip Generation - Kimball Junction Combined Future Development Summit County - Junction Commons TIS Addendum															
	Land Use[1]	# of Units	Unit Type	Trip Generation					Reductions			New Trips			
				Total	% In	% Out	In	Out	Internal Capture	Transit	Pass-by	In	Out	Total	
Weekday Daily															
P3	Strip Retail Plaza, <40k (822)	34	KSF	1,832	50%	50%	916	916	7%	10%	40%	460	460	920	
P3	High-Turnover (Sit-Down) Restaurant (932)	26	KSF	2,686	50%	50%	1,343	1,343	7%	10%	43%	640	641	1,281	
P3	General Office Building (710)	49	KSF	514	50%	50%	257	257	7%	10%	0%	215	215	430	
P3	Multifamily Housing (Mid-Rise) (221)	160	DU	714	50%	50%	357	357	7%	10%	0%	299	299	598	
	Government Office Building (730)	47	KSF	562	50%	50%	281	281	0%	0%	0%	281	281	562	
Dakota Pacific	Multifamily Housing (Mid-Rise) (221)	725	DU	3,234	50%	50%	1,617	1,617	0%	0%	0%	1,617	1,617	3,234	
Dakota Pacific	Recreational Community Center (495)	20	KSF	578	50%	50%	289	289	0%	0%	0%	289	289	578	
Dakota Pacific	Medical/Dental Office Building (720)	50	KSF	1,702	50%	50%	851	851	0%	0%	0%	851	851	1,702	
Dakota Pacific	Senior Adult Housing - Multifamily (252)	170	DU	554	50%	50%	277	277	0%	0%	0%	277	277	554	
	Utah Olympic Park	-	-	3,762	50%	50%	1,881	1,881	0%	0%	0%	1,881	1,881	3,762	
TOTAL				**16,138**			**8,069**	**8,069**				**6,810**	**6,811**	**13,621**	
AM Peak Hour															
P3	Strip Retail Plaza, <40k (822)	34	KSF	134	55%	45%	74	60	10%	10%	40%	36	29	65	
P3	High-Turnover (Sit-Down) Restaurant (932)	26	KSF	234	55%	45%	129	105	10%	10%	43%	60	48	108	
P3	General Office Building (710)	49	KSF	76	88%	12%	67	9	10%	10%	0%	55	7	62	
P3	Multifamily Housing (Mid-Rise) (221)	160	DU	60	23%	77%	14	46	10%	10%	0%	12	37	49	
	Government Office Building (730)	47	KSF	84	75%	25%	63	21	0%	0%	0%	63	21	84	
Dakota Pacific	Multifamily Housing (Mid-Rise) (221)	725	DU	298	23%	77%	69	229	0%	0%	0%	69	229	298	
Dakota Pacific	Recreational Community Center (495)	20	KSF	42	66%	34%	28	14	0%	0%	0%	28	14	42	
Dakota Pacific	Medical/Dental Office Building (720)	50	KSF	128	78%	22%	100	28	0%	0%	0%	100	28	128	
Dakota Pacific	Senior Adult Housing - Multifamily (252)	170	DU	34	34%	66%	12	22	0%	0%	0%	12	22	34	
	Utah Olympic Park	-	-	341	64%	36%	219	122	0%	0%	0%	219	122	341	
TOTAL				**1,431**			**775**	**656**				**654**	**557**	**1,211**	
PM Peak Hour															
P3	Strip Retail Plaza, <40k (822)	34	KSF	176	50%	50%	88	88	25%	10%	40%	35	36	71	
P3	High-Turnover (Sit-Down) Restaurant (932)	26	KSF	238	61%	39%	145	93	25%	10%	43%	56	36	92	
P3	General Office Building (710)	49	KSF	80	16%	84%	13	67	25%	10%	0%	9	45	54	
P3	Multifamily Housing (Mid-Rise) (221)	160	DU	62	64%	36%	40	22	25%	10%	0%	27	15	42	
	Government Office Building (730)	47	KSF	4	25%	75%	9	-5	0%	0%	0%	9	-5	4	
Dakota Pacific	Multifamily Housing (Mid-Rise) (221)	725	DU	266	64%	36%	170	96	0%	0%	0%	170	96	266	
Dakota Pacific	Recreational Community Center (495)	20	KSF	58	48%	52%	28	30	0%	0%	0%	28	30	58	
Dakota Pacific	Medical/Dental Office Building (720)	50	KSF	180	30%	70%	54	126	0%	0%	0%	54	126	180	
Dakota Pacific	Senior Adult Housing - Multifamily (252)	170	DU	44	56%	44%	25	19	0%	0%	0%	25	19	44	
	Utah Olympic Park	-	-	358	35%	65%	126	232	0%	0%	0%	126	232	358	
TOTAL				**1,466**			**698**	**768**				**539**	**630**	**1,169**	

1. Land Use Code from the Institute of Transportation Engineers (ITE) *Trip Generation*, 12th Edition, 2025.

SOURCE: Hales Engineering, June 2026

Table 2: New Trip Distribution

Direction	% To/From Project
North – SR-224	40%
North – Landmark Dr.	15%
North – Overland Dr.	15%
South – SR-224	20%
East	10%

Trip Generation Comparison

In the 2025 Junction Commons Traffic Impact Study, the Summit County travel demand model (TDM) was used to estimate 2050 volumes. The trip generation and assignment discussed above on Landmark Drive were compared to the TDM growth from the previous study to determine if the nearby known developments were included in the TIS. The comparison is shown in Table 3 and Figure 2.

Table 3: Traffic Growth Comparison

Traffic Growth Comparison				
Intersection	**Peak Hour**	**Growth Assumed in the 2025 TIS (based on the TDM)[1]**	**Growth Anticipated based on Trip Generation of Known Developments[2]**	**Comparison**
Ute Blvd / Landmark Dr	AM	248	179	69
	PM	369	174	195
Overland Dr / 2200 W	AM	16	179	-163
	PM	28	174	-146

Notes:
1. TDM = Travel Demand Model
2. Known developments include Kimball Junction P3, Skull Candy site government building, and Olympic Park.

In addition to other growth expected in the area, it is estimated that the Junction Commons project will add approximately 89 PM peak hour trips to Landmark Drive, per the 2025 TIS. These trips are also shown in Figure 2, knowing that Junction Commons growth would be in addition to the TDM growth or the trip generation of nearby known developments. Therefore, the numbers in Figure 2, represent the total estimated growth on Landmark Drive.

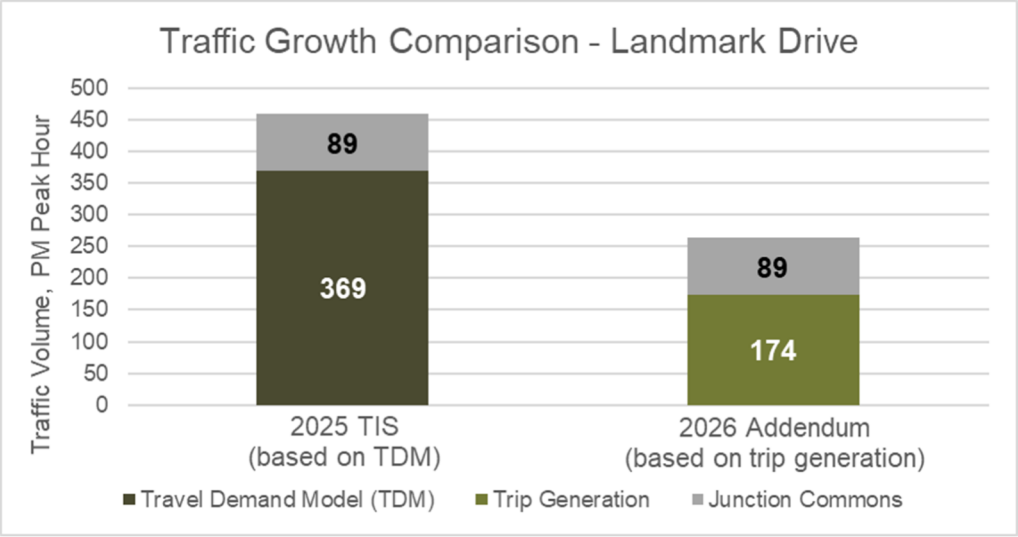


Figure 2: Traffic Growth Comparison – Landmark Drive (PM Peak Hour)

As shown, the volumes assumed in the 2025 TIS (based on the TDM) exceed the anticipated increase in volume from the developments south of the Outlets. While the travel demand model provided insufficient trips for Overland Drive, those volumes were more than compensated on Landmark Drive. Therefore, the previous study was conservative in the overall analysis of Landmark Drive. Volumes on Overland Drive are relatively small, and the potential higher volumes estimated from nearby development trip generation would not have a significant impact on the operation of intersections along Overland Drive.

It can be concluded that the TDM accounted for the growth of the four known developments as well as other potential developments and potential increase in cut-through traffic in the area and region. It may also be that the TDM growth already accounts for the Junction Commons traffic. Therefore, **the volumes in the 2025 TIS are likely conservatively high, and level of service results in reality will likely be better than what was shown in the study.**

Three-Quarter Access

In the previously completed TIS (Hales, 2025), the Landmark Loop / Landmark Drive intersection was operating at poor levels of service, due to left turns and through movements from Landmark Loop. The level of service results from the original study are included in Table 4.

Table 4: Future (2050) Plus Project Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Landmark Loop / Landmark Drive	EB/WB Stop	d (27.5) / WBT	f (>50) / WBL
Landmark Drive / Ute Boulevard	Roundabout	A (4.0)	A (8.8)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: *Summit County Outlets Mixed-Use TIS,* Hales Engineering, May 2025

To mitigate this, an analysis (using volume projections from the original TIS) was performed with the westbound approach of the Landmark Loop / Landmark Drive intersection as a three-quarter access, which would restrict westbound left-turn and through movements, but maintain the southbound left-turn movement onto Landmark Loop. Any movements restricted by the mitigation were rerouted to instead use the Landmark Drive / Ute Boulevard roundabout. The study intersection and volumes are included in Figure 3.

With this change, it is anticipated that the intersection will operate at acceptable levels of service during both the morning and evening peak hours, with no significant queueing. Level of service results are included in Table 5. Detailed LOS and 95th percentile queue results are included in Appendix A and B, respectively.

With the Landmark Loop / Landmark Drive intersection being the only intersection with a poor LOS in the original TIS in Future (2050) Plus Project conditions, the proposed three-quarter

access would result in all study intersections operating at an acceptable LOS, as summarized in the updated LOS table in Table 6. Also as discussed, the volume growth projections used in the TIS were likely conservatively high. Therefore, the intersections may operate better than shown.

Table 5: Future (2050) Mitigated Plus Project Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Landmark Loop / Landmark Drive	EB/WB Stop	a (6.4) / NBL	b (11.3) / NBL
Landmark Drive / Ute Boulevard	Roundabout	A (4.1)	A (9.9)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, June 2026



Morning Peak Hour



Evening Peak Hour

Figure 3: Future (2050) Mitigated Plus Project

Table 6: Updated Full Level of Service Table with Mitigations

	Intersection	Level of Service	
		Future (2050)	
		Plus Project	
		AM	PM
1	Powderwood Drive / Overland Drive	a	a
2	Tanger Outlets / Powderwood Drive	A	A
3	Tanger Outlets North / Landmark Drive	b	c
4	Tanger Outlets Main / Landmark Drive	A	A
5	Canyon Corners North / Landmark Drive	a	a
6	Whole Foods & Marriott / Landmark Drive	A	A
7	Best Western / Landmark Drive	a	b
8	Walmart & Landmark Loop / Landmark Drive	a	b
9	Landmark Drive / Ute Boulevard	A	A
10	East Access / Landmark Drive	a	a

1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter)

Source: Hales Engineering, June 2026

Alternative Traffic Growth Analysis

In addition to the requested 3/4 access analysis and trip generation comparison, Summit County requested future (2050) background and plus project analyses using the surrounding development (P3, Olympic Park, Dakota Pacific, and Government Building) trip generation as background growth. The results of the updated analysis will be compared to the travel demand model growth analyzed in the 2025 TIS.

Future (2050) Background

Traffic volumes for the Future (2050) Background condition were grown from the Existing (2024) Background volumes included in the TIS completed in 2025. Those 2024 volumes were grown using a trip distribution and assignment for the anticipated development to the southeast of the Junction Commons location, as discussed previously. These estimated volumes are included in Figure 4.

Level of Service

Hales Engineering determined that two study intersections are anticipated to operate at poor levels of service during the peak hours in future (2050) plus project conditions, as shown in Table 7.

Table 7: Future (2050) Background Peak Hour LOS – TDM & TG

Intersection		LOS			
Description	Control	TDM		TG	
		AM	PM	AM	PM
Powderwood Drive / Overland Drive	NEB Stop	a	a	a	a
Tanger Outlets / Powderwood Drive	Roundabout	A	A	A	A
Tager Outlets North / Landmark Drive	NEB Stop	a	b	a	b
Tanger Outlets / Landmark Drive	Roundabout	A	A	A	A
Canyon Corners / Landmark Drive	SWB Stop	a	a	a	a
Marriott & Whole Foods / Landmark Drive	NEB/SWB Stop	c	f	c	f
Best Western / Landmark Drive	SWB Stop	a	b	a	a
Landmark Loop / Landmark Drive	EB/WB Stop	d	f	c	f
Landmark Drive / Ute Boulevard	Roundabout	A	C	A	B

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.
TDM = Travel Demand Model, TG = Trip Generation

Source: *Summit County Outlets Mixed-Use TIS,* Hales Engineering, June 2026

Queueing Analysis

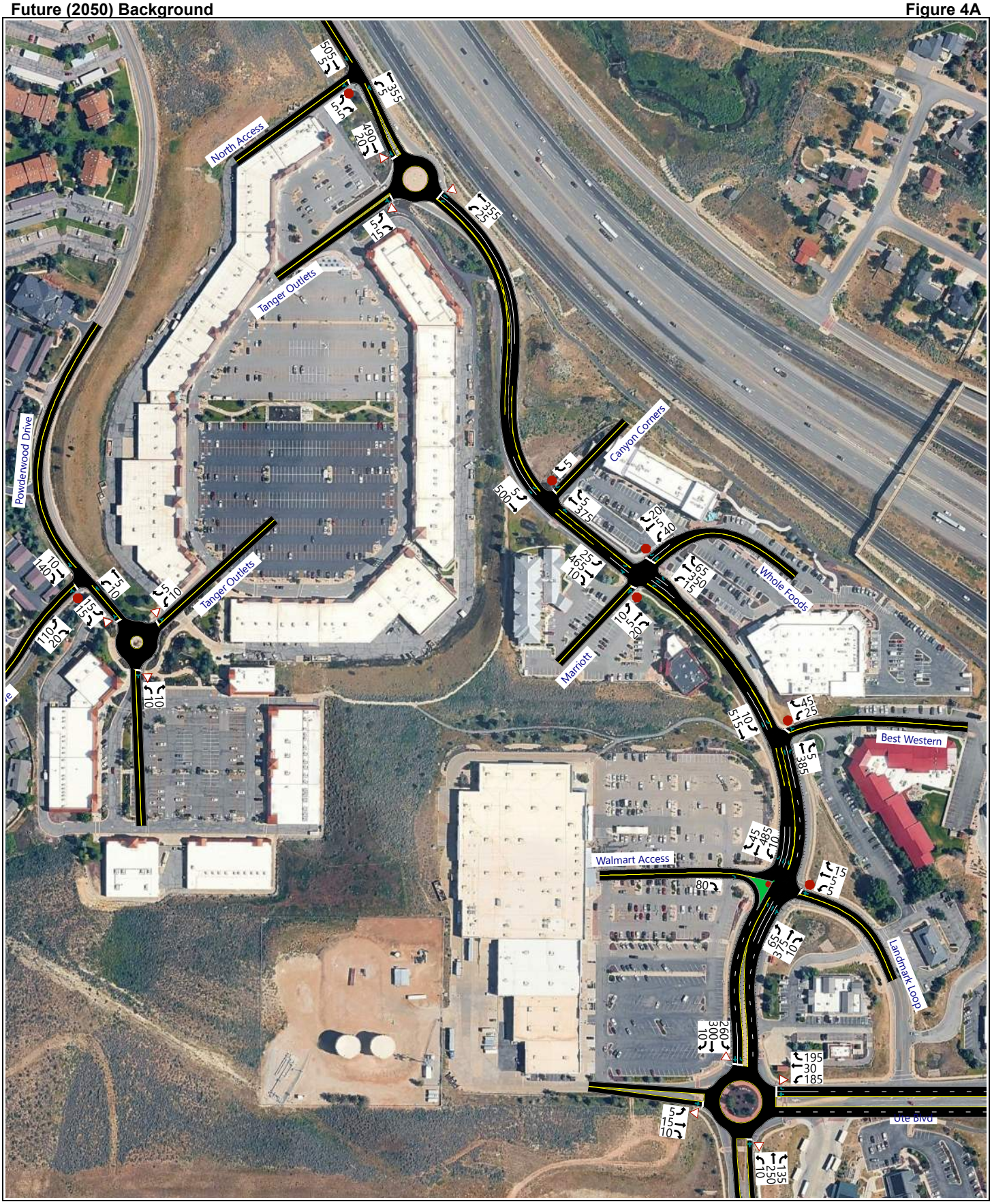
Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. Significant 95th percentile queue lengths during the peak hour are summarized as follows:

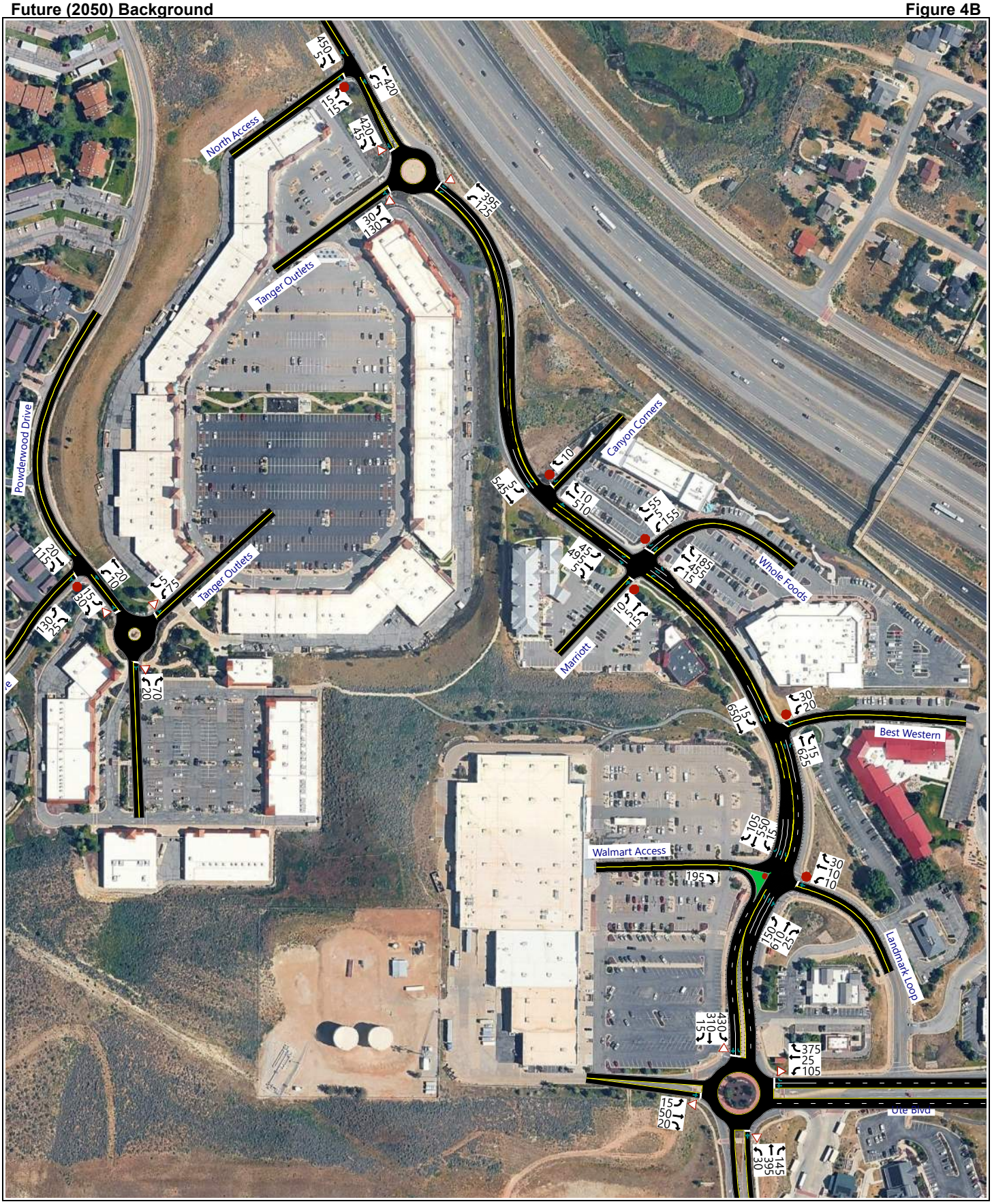
- Marriott & Whole Foods / Landmark Drive:
  - Southwest-bound: 300 feet
- Landmark Drive / Ute Boulevard:
  - Northbound: 450 feet

Mitigation Measures

With the lower trip generation background growth, it is anticipated that all previously recommended mitigation measures from the future (2029) background and future (2050) background scenarios will still be recommended. These mitigations include an additional northbound through lane at the Landmark Drive / Ute Boulevard intersection, restricting the Landmark Loop / Landmark Drive intersection to 3/4 access, and installing a roundabout at the Marriott & Whole Foods / Landmark Drive intersection.

With these improvements, it is anticipated that all study intersections will operate at acceptable levels of service during the morning and evening peak hours with no significant queueing.


North Access
Tanger Outlets
Powderwood Drive
Tanger Outlets
Canyon Corners
Whole Foods
Marriott
Best Western
Walmart Access
Landmark Loop
Ute Blvd


North Access
Tanger Outlets
Tanger Outlets
Tanger Outlets
Powderwood Drive
Canyon Corners
Whole Foods
Marriott
Best Western
Walmart Access
Landmark Loop
Ute Blvd
450 5
420 5
15 15
420 45
395 125
30 130
10
10 510
55 5 155
545 5
45 495 5
185 455 5
10 115
30 20
15 650
15 625
105 550 15
30 10 10
195
150 670 25
230 310 15
375 25 105
15 50 20
145 395 30
20 115
20 10
5 75
15 35
130 25
20 70

Future (2050) Plus Project

Hales Engineering added the project trips discussed in the trip generation section to the future (2050) background traffic volumes to predict turning movement volumes for future (2050) plus project conditions. Future (2050) plus project morning and evening peak hour turning movement volumes are shown in Figure 5.

Level of Service

Hales Engineering determined that all intersections are anticipated to operate at acceptable levels of service during the peak hour in future (2050) plus project conditions, as shown in Table 8. As shown, the LOS results when using the trip generation (TG) method versus the travel demand model (TDM) method are similar, with the trip generation method results being slightly better.

Queueing Analysis

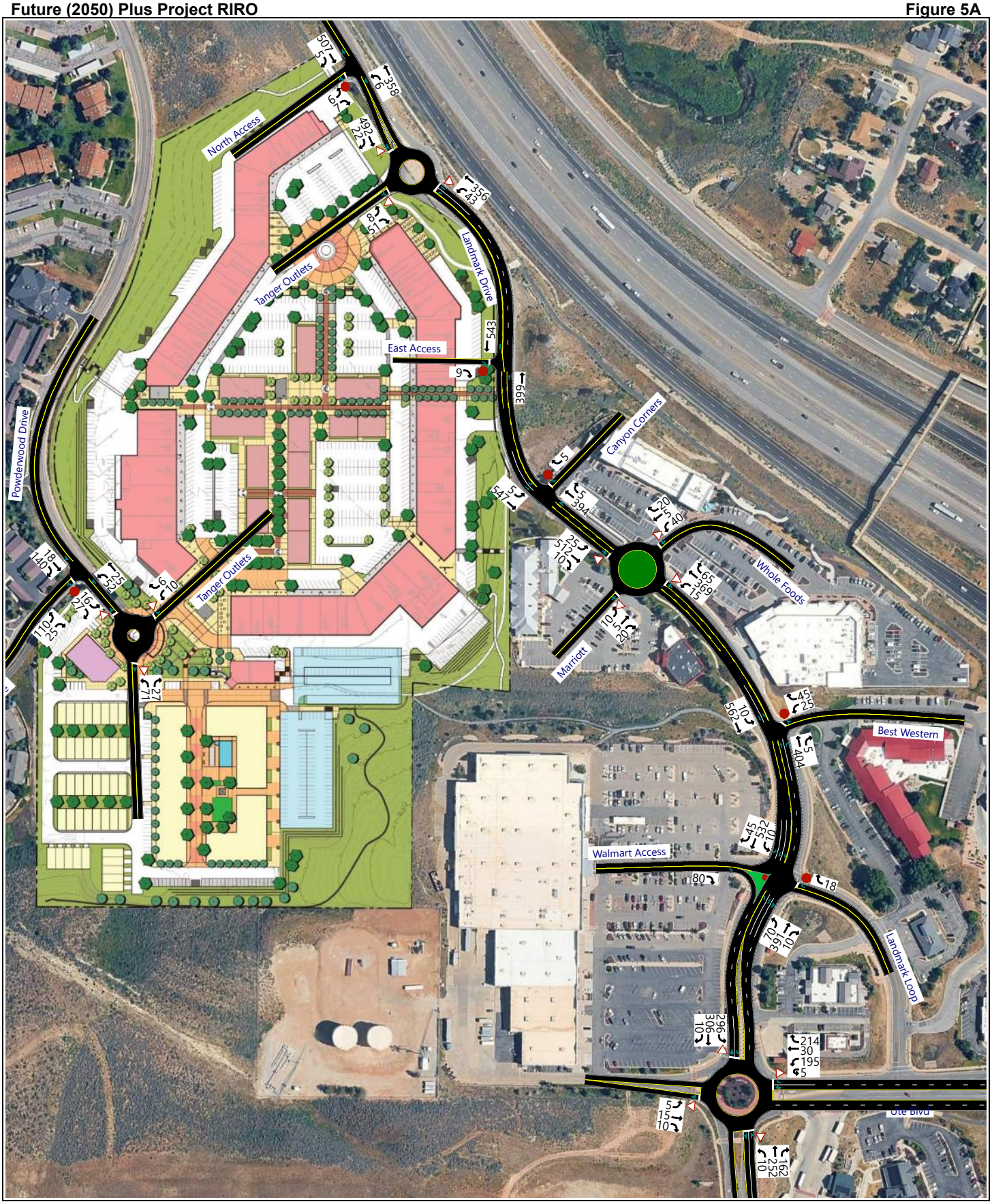
Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. It is anticipated that the Marriott & Whole Foods / Landmark Drive intersection will experience 250 feet of northwest and 225 feet of southeast queueing.

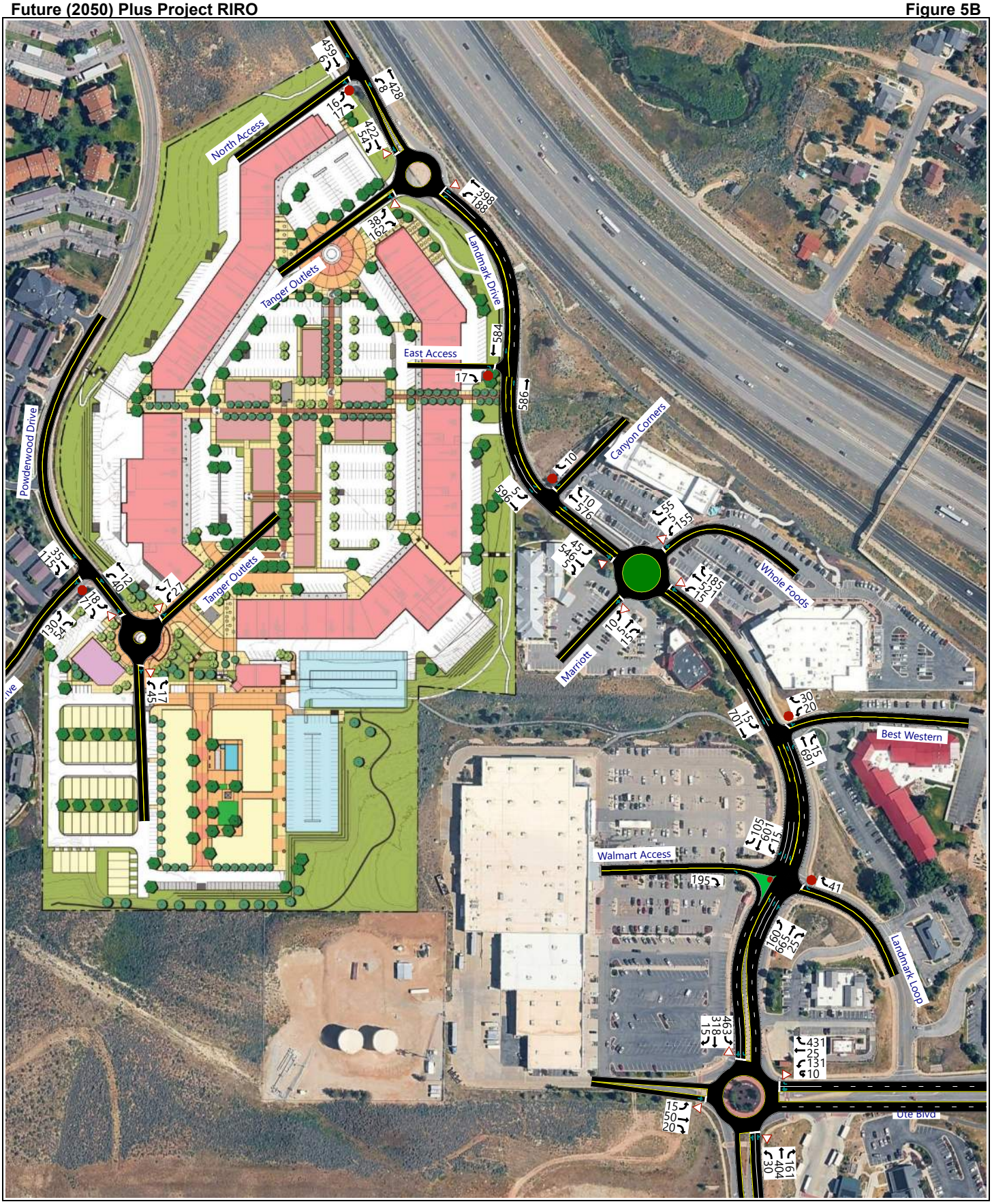
Table 8: Future (2050) Plus Project Peak Hour LOS – TDM & TG

Intersection		LOS			
Description	Control	TDM		TG	
		AM	PM	AM	PM
Powderwood Drive / Overland Drive	NEB Stop	a	a	a	a
Tanger Outlets / Powderwood Drive	Roundabout	A	A	A	A
Tager Outlets North / Landmark Drive	NEB Stop	b	c	b	b
Tanger Outlets / Landmark Drive	Roundabout	A	A	A	A
Canyon Corners / Landmark Drive	SWB Stop	a	a	a	a
Marriott & Whole Foods / Landmark Drive	Roundabout	A	A	A	A
Best Western / Landmark Drive	SWB Stop	a	b	a	b
Landmark Loop / Landmark Drive	EB/WB Stop	a	b	a	b
Landmark Drive / Ute Boulevard	Roundabout	A	A	A	A
East Access / Landmark Drive	EB Stop	a	a	a	a

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.
TDM = Travel Demand Model, TG = Trip Generation

Source: *Summit County Outlets Mixed-Use TIS,* Hales Engineering, June 2026


North Access
Tanger Outlets
Landmark Drive
East Access
Powderwood Drive
Canyon Corners
Whole Foods
Marriott
Best Western
Walmart Access
Landmark Loop
Tanger Outlets
507
5
1
358
6
9
492
22
356
43
8
51
543
9
399
5
5
547
5
394
20
5
40
25
525
10
65
399
5
10
562
45
25
5
404
45
5
2
10
80
18
70
399
10
296
306
10
214
30
195
5
5
15
10
162
252
10
18
140
22
52
6
10
110
25
22
27
171


North Access
Tanger Outlets
Landmark Drive
East Access
Powderwood Drive
Canyon Corners
Tanger Outlets
Whole Foods
Marriott
Best Western
Walmart Access
Landmark Loop
Ute Blvd

APPENDIX A

LOS Results

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Overland Drive & Powderwood Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	10	10	100	1.9	*A*
	T	5	5	95	0.6	*A*
	Subtotal	15	15	100	1.5	*A*
SE	T	10	10	100	0.6	*A*
	R	140	140	100	0.3	*A*
	Subtotal	150	150	100	0.3	*A*
NE	***L***	***110***	***107***	***97***	***5.0***	***A***
	R	20	19	96	3.9	*A*
	Subtotal	130	126	97	4.8	*A*
Total		295	291	99	2.4	*A*

Intersection: Powderwood Drive & Tanger Outlets
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	10	11	110	2.3	*A*
	R	10	11	110	2.0	*A*
	Subtotal	20	22	110	2.2	*A*
SE	L	15	14	92	1.8	*A*
	T	1	1	100	0.7	*A*
	R	15	15	98	1.9	*A*
	Subtotal	31	30	97	1.8	*A*
SW	L	10	10	100	1.9	*A*
	R	5	5	95	2.0	*A*
	Subtotal	15	15	100	1.9	*A*
Total		67	67	100	2.0	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: North Access & Landmark Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	5	5	95	4.5	*A*
	T	355	364	103	0.3	*A*
	Subtotal	360	369	103	0.4	*A*
SB	T	505	503	100	0.5	*A*
	R	5	6	114	0.2	*A*
	Subtotal	510	509	100	0.5	*A*
NE	***L***	***5***	***4***	***76***	***8.5***	***A***
	R	5	6	114	8.1	*A*
	Subtotal	10	10	100	8.3	*A*
Total		881	888	101	0.5	*A*

Intersection: Tanger Outlets & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	25	24	96	2.9	*A*
	T	356	367	103	3.4	*A*
	Subtotal	381	391	103	3.4	*A*
SE	T	491	490	100	3.4	*A*
	R	20	20	101	3.0	*A*
	Subtotal	511	510	100	3.4	*A*
NE	L	5	4	76	2.8	*A*
	R	15	16	105	2.2	*A*
	Subtotal	20	20	100	2.3	*A*
Total		912	921	101	3.4	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Canyon Corners
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	T	376	386	103	0.4	*A*
	R	5	6	114	0.2	*A*
	Subtotal	381	392	103	0.4	*A*
SE	L	5	4	76	4.0	*A*
	T	501	502	100	0.8	*A*
	Subtotal	506	506	100	0.8	*A*
SW	***R***	***5***	***5***	***95***	***4.8***	***A***
	Subtotal	5	5	100	4.8	*A*
Total		892	903	101	0.7	*A*

Intersection: Marriott/Whole Foods & Landmark Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	15	15	98	3.6	*A*
	T	350	362	103	0.6	*A*
	R	65	67	103	0.7	*A*
	Subtotal	430	444	103	0.7	*A*
SE	L	25	22	88	3.7	*A*
	T	466	471	101	0.4	*A*
	R	10	9	90	0.2	*A*
	Subtotal	501	502	100	0.5	*A*
NE	L	10	10	100	10.4	*B*
	T	5	5	95	13.7	*B*
	R	20	21	106	5.6	*A*
	Subtotal	35	36	103	8.1	*A*
SW	L	40	40	99	12.6	*B*
	T	***5***	***6***	***114***	***16.7***	***C***
	R	20	19	96	5.1	*A*
	Subtotal	65	65	100	10.8	*B*
Total		1,032	1,047	101	1.5	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Best Western
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	386	401	104	0.1	*A*
	R	5	6	114	0.0	*A*
	Subtotal	391	407	104	0.1	*A*
SB	L	10	10	100	4.6	*A*
	T	516	522	101	1.6	*A*
	Subtotal	526	532	101	1.7	*A*
WB	***L***	***25***	***21***	***84***	***6.9***	***A***
	R	45	44	98	5.1	*A*
	Subtotal	70	65	93	5.7	*A*
Total		987	1,004	102	1.3	*A*

Intersection: Landmark Drive & Walmart Access/Landmark Loop
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	65	60	92	6.2	*A*
	T	375	388	103	1.3	*A*
	R	10	10	100	0.9	*A*
	Subtotal	450	458	102	1.9	*A*
SB	L	10	9	90	3.4	*A*
	T	486	491	101	0.4	*A*
	R	45	43	96	0.4	*A*
	Subtotal	541	543	100	0.4	*A*
EB	R	80	83	104	0.7	*A*
	Subtotal	80	83	104	0.7	*A*
WB	***L***	***5***	***4***	***76***	***19.4***	***C***
	T	5	5	95	18.9	*C*
	R	15	17	111	5.1	*A*
	Subtotal	25	26	104	10.0	*A*
Total		1,096	1,110	101	1.3	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Ute Blvd
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	10	10	100	4.9	*A*
	T	250	253	101	4.7	*A*
	R	135	139	103	4.5	*A*
	Subtotal	395	402	102	4.6	*A*
SB	L	260	267	103	3.4	*A*
	T	301	301	100	3.4	*A*
	R	10	11	110	3.2	*A*
	Subtotal	571	579	101	3.4	*A*
EB	L	5	4	76	4.1	*A*
	T	15	16	105	4.0	*A*
	R	10	10	100	3.0	*A*
	Subtotal	30	30	100	3.7	*A*
WB	L	185	190	103	5.7	*A*
	T	30	31	102	5.5	*A*
	R	195	202	103	4.4	*A*
	Subtotal	410	423	103	5.1	*A*
Total		1,407	1,434	102	4.2	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Overland Drive & Powderwood Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	10	9	90	2.0	*A*
	T	20	18	91	0.4	*A*
	Subtotal	30	27	90	0.9	*A*
SE	T	20	18	91	0.7	*A*
	R	115	121	105	0.3	*A*
	Subtotal	135	139	103	0.4	*A*
NE	***L***	***130***	***132***	***102***	***5.2***	***A***
	R	25	24	96	4.2	*A*
	Subtotal	155	156	101	5.0	*A*
Total		319	322	101	2.7	*A*

Intersection: Powderwood Drive & Tanger Outlets
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	20	17	86	2.5	*A*
	R	70	74	106	2.4	*A*
	Subtotal	90	91	101	2.4	*A*
SE	L	15	12	79	2.1	*A*
	T	1	1	133	0.7	*A*
	R	30	30	98	2.1	*A*
	Subtotal	46	43	93	2.1	*A*
SW	L	75	76	101	2.1	*A*
	R	5	6	114	2.3	*A*
	Subtotal	80	82	103	2.1	*A*
Total		217	216	100	2.3	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: North Access & Landmark Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	5	4	76	5.4	*A*
	T	420	412	98	0.5	*A*
	Subtotal	425	416	98	0.5	*A*
SB	T	450	457	102	0.5	*A*
	R	5	5	95	0.6	*A*
	Subtotal	455	462	102	0.5	*A*
NE	***L***	***15***	***15***	***98***	***12.9***	***B***
	R	15	14	92	5.9	*A*
	Subtotal	30	29	97	9.5	*A*
Total		911	907	100	0.8	*A*

Intersection: Tanger Outlets & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	125	127	101	3.3	*A*
	T	396	387	98	3.8	*A*
	Subtotal	521	514	99	3.7	*A*
SE	T	421	425	101	4.4	*A*
	R	45	47	105	3.5	*A*
	Subtotal	466	472	101	4.3	*A*
NE	L	30	29	95	4.0	*A*
	R	130	136	105	3.5	*A*
	Subtotal	160	165	103	3.6	*A*
Total		1,147	1,151	100	3.9	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Canyon Corners
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	T	511	504	99	0.4	*A*
	R	10	10	100	0.3	*A*
	Subtotal	521	514	99	0.4	*A*
SE	L	5	6	114	5.1	*A*
	T	546	555	102	1.2	*A*
	Subtotal	551	561	102	1.2	*A*
SW	***R***	***10***	***10***	***100***	***5.2***	***A***
	Subtotal	10	10	100	5.2	*A*
Total		1,082	1,085	100	0.9	*A*

Intersection: Marriott/Whole Foods & Landmark Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	15	14	92	4.3	*A*
	T	458	449	98	1.0	*A*
	R	185	185	100	1.0	*A*
	Subtotal	658	648	98	1.1	*A*
SE	L	45	49	109	4.8	*A*
	T	496	501	101	0.5	*A*
	R	5	5	95	0.4	*A*
	Subtotal	546	555	102	0.9	*A*
NE	L	10	10	100	19.1	*C*
	T	5	5	95	29.1	*D*
	R	15	16	105	10.0	*A*
	Subtotal	30	31	103	16.0	*C*
SW	***L***	***155***	***156***	***101***	***55.3***	***F***
	T	5	6	114	44.8	*E*
	R	55	58	106	20.8	*C*
	Subtotal	215	220	102	45.9	*E*
Total		1,450	1,454	100	8.1	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Best Western
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	626	615	98	0.2	*A*
	R	15	16	105	0.0	*A*
	Subtotal	641	631	98	0.2	*A*
SB	L	15	13	85	6.1	*A*
	T	653	661	101	1.6	*A*
	Subtotal	668	674	101	1.7	*A*
WB	***L***	***20***	***20***	***101***	***9.6***	***A***
	R	30	32	105	6.7	*A*
	Subtotal	50	52	104	7.8	*A*
Total		1,360	1,357	100	1.2	*A*

Intersection: Landmark Drive & Walmart Access/Landmark Loop
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	150	152	101	9.8	*A*
	T	611	599	98	2.1	*A*
	R	25	25	100	1.4	*A*
	Subtotal	786	776	99	3.6	*A*
SB	L	15	15	98	5.7	*A*
	T	550	556	101	0.5	*A*
	R	105	107	102	0.4	*A*
	Subtotal	670	678	101	0.6	*A*
EB	R	195	202	103	0.9	*A*
	Subtotal	195	202	104	0.9	*A*
WB	L	10	8	80	57.8	*F*
	T	***10***	***10***	***100***	***74.7***	***F***
	R	30	33	108	34.8	*D*
	Subtotal	50	51	102	46.2	*E*
Total		1,702	1,707	100	3.4	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Ute Blvd
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	30	31	102	26.7	*D*
	T	395	393	99	26.3	*D*
	R	145	144	99	24.8	*C*
	Subtotal	570	568	100	25.9	*D*
SB	L	430	432	100	3.7	*A*
	T	311	318	102	3.9	*A*
	R	15	17	111	4.0	*A*
	Subtotal	756	767	101	3.8	*A*
EB	L	15	13	85	4.5	*A*
	T	50	52	103	4.5	*A*
	R	20	21	106	3.2	*A*
	Subtotal	85	86	101	4.2	*A*
WB	L	105	108	103	7.9	*A*
	T	25	25	100	7.5	*A*
	R	375	370	99	6.0	*A*
	Subtotal	505	503	100	6.5	*A*
Total		1,917	1,924	100	11.0	*B*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Overland Drive & Powderwood Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	10	10	100	2.2	*A*
	T	5	5	95	0.4	*A*
	Subtotal	15	15	100	1.6	*A*
SE	T	10	11	110	0.7	*A*
	R	140	138	99	0.3	*A*
	Subtotal	150	149	99	0.3	*A*
NE	***L***	***110***	***110***	***100***	***5.1***	***A***
	R	20	21	106	4.0	*A*
	Subtotal	130	131	101	4.9	*A*
Total		295	295	100	2.4	*A*

Intersection: Powderwood Drive & Tanger Outlets
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	10	10	100	2.6	*A*
	R	10	12	120	2.2	*A*
	Subtotal	20	22	110	2.4	*A*
SE	L	15	16	105	1.8	*A*
	T	1	1	100	0.8	*A*
	R	15	17	111	2.0	*A*
	Subtotal	31	34	110	1.9	*A*
SW	L	10	9	90	1.9	*A*
	R	5	5	95	1.9	*A*
	Subtotal	15	14	93	1.9	*A*
Total		67	70	105	2.0	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: North Access & Landmark Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	5	4	76	5.4	*A*
	T	355	360	101	0.3	*A*
	Subtotal	360	364	101	0.4	*A*
SB	T	505	495	98	0.4	*A*
	R	5	4	76	0.2	*A*
	Subtotal	510	499	98	0.4	*A*
NE	***L***	***5***	***5***	***95***	***11.1***	***B***
	R	5	5	95	7.6	*A*
	Subtotal	10	10	100	9.4	*A*
Total		881	873	99	0.5	*A*

Intersection: Tanger Outlets & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	25	22	88	2.4	*A*
	T	356	363	102	3.1	*A*
	Subtotal	381	385	101	3.1	*A*
SE	T	491	480	98	3.3	*A*
	R	20	20	101	3.0	*A*
	Subtotal	511	500	98	3.3	*A*
NE	L	5	4	76	3.0	*A*
	R	15	18	118	2.2	*A*
	Subtotal	20	22	110	2.3	*A*
Total		912	907	99	3.2	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Canyon Corners
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	T	376	381	101	0.2	*A*
	R	5	6	114	0.1	*A*
	Subtotal	381	387	102	0.2	*A*
SE	L	5	5	95	4.3	*A*
	T	501	493	98	0.8	*A*
	Subtotal	506	498	98	0.8	*A*
SW	***R***	***5***	***4***	***76***	***4.9***	***A***
	Subtotal	5	4	80	4.9	*A*
Total		892	889	100	0.6	*A*

Intersection: Marriott/Whole Foods & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	15	14	92	2.7	*A*
	T	350	358	102	3.0	*A*
	R	65	64	98	2.7	*A*
	Subtotal	430	436	101	2.9	*A*
SE	L	25	23	92	2.7	*A*
	T	466	459	98	2.9	*A*
	R	10	10	100	2.5	*A*
	Subtotal	501	492	98	2.9	*A*
NE	L	10	10	100	3.0	*A*
	T	5	6	114	3.2	*A*
	R	20	18	91	2.9	*A*
	Subtotal	35	34	97	3.0	*A*
SW	L	40	39	97	2.7	*A*
	T	5	5	95	2.9	*A*
	R	20	19	96	2.4	*A*
	Subtotal	65	63	97	2.6	*A*
Total		1,032	1,025	99	2.9	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Best Western
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	386	390	101	0.1	*A*
	R	5	6	114	0.0	*A*
	Subtotal	391	396	101	0.1	*A*
SB	L	10	8	80	4.1	*A*
	T	516	506	98	0.5	*A*
	Subtotal	526	514	98	0.6	*A*
WB	***L***	***25***	***22***	***88***	***7.3***	***A***
	R	45	46	103	5.3	*A*
	Subtotal	70	68	97	5.9	*A*
Total		987	978	99	0.7	*A*

Intersection: Landmark Drive & Walmart Access/Landmark Loop
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	***L***	***70***	***72***	***103***	***5.7***	***A***
	T	375	378	101	1.1	*A*
	R	10	8	80	0.4	*A*
	Subtotal	455	458	101	1.8	*A*
SB	L	10	10	100	3.3	*A*
	T	486	474	98	0.3	*A*
	R	45	44	98	0.2	*A*
	Subtotal	541	528	98	0.3	*A*
EB	R	80	76	95	0.7	*A*
	Subtotal	80	76	95	0.7	*A*
WB	R	15	18	118	4.5	*A*
	Subtotal	15	18	120	4.5	*A*
Total		1,090	1,080	99	1.1	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Ute Blvd
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	10	11	110	3.6	*A*
	T	250	256	102	3.9	*A*
	R	135	132	98	2.8	*A*
	Subtotal	395	399	101	3.5	*A*
SB	L	255	245	96	3.4	*A*
	T	300	297	99	3.3	*A*
	R	10	10	100	3.1	*A*
	Subtotal	565	552	98	3.3	*A*
EB	L	5	4	76	3.5	*A*
	T	15	16	105	3.6	*A*
	R	10	10	100	2.7	*A*
	Subtotal	30	30	100	3.3	*A*
WB	L	185	184	99	5.7	*A*
	T	30	32	105	5.4	*A*
	R	200	199	100	4.3	*A*
	Subtotal	415	415	100	5.0	*A*
Total		1,412	1,401	99	3.9	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Overland Drive & Powderwood Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	10	9	90	1.8	*A*
	T	20	22	111	0.4	*A*
	Subtotal	30	31	103	0.8	*A*
SE	T	20	18	91	0.5	*A*
	R	115	116	101	0.3	*A*
	Subtotal	135	134	99	0.3	*A*
NE	***L***	***130***	***131***	***101***	***5.3***	***A***
	R	25	26	104	4.0	*A*
	Subtotal	155	157	101	5.1	*A*
Total		319	322	101	2.7	*A*

Intersection: Powderwood Drive & Tanger Outlets
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	20	20	101	2.6	*A*
	R	70	68	97	2.5	*A*
	Subtotal	90	88	98	2.5	*A*
SE	L	15	15	98	2.0	*A*
	T	1	1	133	0.3	*A*
	R	30	31	102	2.1	*A*
	Subtotal	46	47	102	2.0	*A*
SW	L	75	78	104	2.3	*A*
	R	5	6	114	2.1	*A*
	Subtotal	80	84	105	2.3	*A*
Total		217	219	101	2.3	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: North Access & Landmark Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	5	5	95	4.4	*A*
	T	420	424	101	0.5	*A*
	Subtotal	425	429	101	0.5	*A*
SB	T	450	449	100	0.5	*A*
	R	5	6	114	0.5	*A*
	Subtotal	455	455	100	0.5	*A*
NE	***L***	***15***	***12***	***79***	***13.0***	***B***
	R	15	16	105	7.1	*A*
	Subtotal	30	28	93	9.6	*A*
Total		911	912	100	0.8	*A*

Intersection: Tanger Outlets & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	125	123	98	3.1	*A*
	T	396	398	101	3.5	*A*
	Subtotal	521	521	100	3.4	*A*
SE	T	421	426	101	4.4	*A*
	R	45	39	87	3.6	*A*
	Subtotal	466	465	100	4.3	*A*
NE	L	30	32	105	3.6	*A*
	R	130	132	102	3.4	*A*
	Subtotal	160	164	103	3.4	*A*
Total		1,147	1,150	100	3.8	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Canyon Corners
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	T	511	512	100	0.5	*A*
	R	10	10	100	0.3	*A*
	Subtotal	521	522	100	0.5	*A*
SE	L	5	4	76	4.9	*A*
	T	546	551	101	1.7	*A*
	Subtotal	551	555	101	1.7	*A*
SW	***R***	***10***	***10***	***100***	***5.8***	***A***
	Subtotal	10	10	100	5.8	*A*
Total		1,082	1,087	100	1.1	*A*

Intersection: Marriott/Whole Foods & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	15	16	105	3.9	*A*
	T	458	456	100	4.3	*A*
	R	185	190	103	3.8	*A*
	Subtotal	658	662	101	4.1	*A*
SE	L	45	43	96	4.4	*A*
	T	496	503	101	5.1	*A*
	R	5	6	114	4.0	*A*
	Subtotal	546	552	101	5.0	*A*
NE	L	10	10	100	3.8	*A*
	T	5	6	114	3.5	*A*
	R	15	15	98	3.5	*A*
	Subtotal	30	31	103	3.6	*A*
SW	L	155	160	103	4.2	*A*
	T	5	4	76	5.4	*A*
	R	55	57	104	4.1	*A*
	Subtotal	215	221	103	4.2	*A*
Total		1,450	1,466	101	4.5	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Best Western
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	626	632	101	0.2	*A*
	R	15	17	111	0.0	*A*
	Subtotal	641	649	101	0.2	*A*
SB	L	15	14	92	5.9	*A*
	T	653	667	102	0.9	*A*
	Subtotal	668	681	102	1.0	*A*
WB	***L***	***20***	***20***	***101***	***10.5***	***B***
	R	30	31	102	7.6	*A*
	Subtotal	50	51	102	8.7	*A*
Total		1,360	1,381	102	0.9	*A*

Intersection: Landmark Drive & Walmart Access/Landmark Loop
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	***L***	***160***	***156***	***97***	***9.0***	***A***
	T	610	620	102	1.9	*A*
	R	25	24	96	0.7	*A*
	Subtotal	795	800	101	3.2	*A*
SB	L	15	14	92	5.2	*A*
	T	550	565	103	0.4	*A*
	R	105	104	99	0.4	*A*
	Subtotal	670	683	102	0.5	*A*
EB	R	195	202	103	0.9	*A*
	Subtotal	195	202	104	0.9	*A*
WB	R	30	29	95	6.2	*A*
	Subtotal	30	29	97	6.2	*A*
Total		1,692	1,714	101	1.9	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Ute Blvd
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	30	32	105	10.4	*B*
	T	395	390	99	9.7	*A*
	R	145	141	97	3.6	*A*
	Subtotal	570	563	99	8.2	*A*
SB	L	420	432	103	3.7	*A*
	T	311	321	103	3.9	*A*
	R	15	15	98	4.2	*A*
	Subtotal	746	768	103	3.8	*A*
EB	L	15	15	98	4.9	*A*
	T	50	49	98	4.5	*A*
	R	20	19	96	3.8	*A*
	Subtotal	85	83	98	4.4	*A*
WB	L	105	107	102	9.2	*A*
	T	25	26	104	9.2	*A*
	R	385	394	102	6.6	*A*
	Subtotal	515	527	102	7.3	*A*
Total		1,927	1,950	101	6.1	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Overland Drive & Powderwood Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	52	52	100	2.5	*A*
	T	25	23	91	0.4	*A*
	Subtotal	77	75	97	1.9	*A*
SE	T	18	18	101	0.5	*A*
	R	140	132	94	0.4	*A*
	Subtotal	158	150	95	0.4	*A*
NE	***L***	***110***	***110***	***100***	***5.6***	***A***
	R	25	27	108	4.2	*A*
	Subtotal	135	137	101	5.3	*A*
Total		370	362	98	2.6	*A*

Intersection: Powderwood Drive & Tanger Outlets
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	71	68	96	2.5	*A*
	R	27	28	103	2.5	*A*
	Subtotal	98	96	98	2.5	*A*
SE	L	16	17	105	2.0	*A*
	R	27	28	103	2.0	*A*
	Subtotal	43	45	105	2.0	*A*
SW	L	10	10	100	1.9	*A*
	R	6	8	123	1.9	*A*
	Subtotal	16	18	113	1.9	*A*
Total		158	159	100	2.3	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: North Access & Landmark Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	6	7	108	4.4	*A*
	T	358	364	102	0.3	*A*
	Subtotal	364	371	102	0.4	*A*
SB	T	507	497	98	0.5	*A*
	R	5	6	114	0.1	*A*
	Subtotal	512	503	98	0.5	*A*
NE	***L***	***6***	***5***	***77***	***10.7***	***B***
	R	7	7	104	8.0	*A*
	Subtotal	13	12	92	9.1	*A*
Total		890	886	100	0.5	*A*

Intersection: Tanger Outlets & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	43	44	103	2.3	*A*
	T	356	362	102	2.9	*A*
	Subtotal	399	406	102	2.8	*A*
SE	T	493	484	98	3.9	*A*
	R	22	22	100	3.4	*A*
	Subtotal	515	506	98	3.9	*A*
NE	L	8	7	90	3.2	*A*
	R	51	52	101	2.1	*A*
	Subtotal	59	59	100	2.2	*A*
Total		973	971	100	3.4	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Canyon Corners
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	T	394	402	102	0.2	*A*
	R	5	6	114	0.1	*A*
	Subtotal	399	408	102	0.2	*A*
SE	L	5	4	76	3.8	*A*
	T	547	540	99	0.4	*A*
	Subtotal	552	544	99	0.4	*A*
SW	***R***	***5***	***5***	***95***	***4.9***	***A***
	Subtotal	5	5	100	4.9	*A*
Total		957	957	100	0.4	*A*

Intersection: Marriott/Whole Foods & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	15	13	85	2.8	*A*
	T	369	375	102	3.1	*A*
	R	65	62	95	2.7	*A*
	Subtotal	449	450	100	3.0	*A*
SE	L	25	27	108	2.7	*A*
	T	513	504	98	3.2	*A*
	R	10	10	100	2.7	*A*
	Subtotal	548	541	99	3.2	*A*
NE	L	10	10	100	3.4	*A*
	T	5	4	76	3.4	*A*
	R	20	20	101	3.1	*A*
	Subtotal	35	34	97	3.2	*A*
SW	L	40	38	94	3.1	*A*
	T	5	5	95	2.8	*A*
	R	20	22	111	2.9	*A*
	Subtotal	65	65	100	3.0	*A*
Total		1,098	1,090	99	3.1	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Best Western
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	404	403	100	0.1	*A*
	R	5	7	133	0.0	*A*
	Subtotal	409	410	100	0.1	*A*
SB	L	10	10	100	4.5	*A*
	T	563	552	98	0.5	*A*
	Subtotal	573	562	98	0.6	*A*
WB	***L***	***25***	***24***	***96***	***7.0***	***A***
	R	45	46	103	5.1	*A*
	Subtotal	70	70	100	5.8	*A*
Total		1,052	1,042	99	0.8	*A*

Intersection: Landmark Drive & Walmart Access/Landmark Loop
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	***L***	***70***	***70***	***100***	***6.0***	***A***
	T	392	393	100	1.3	*A*
	R	10	10	100	0.5	*A*
	Subtotal	472	473	100	2.0	*A*
SB	L	10	10	100	4.0	*A*
	T	533	525	98	0.4	*A*
	R	45	42	94	0.2	*A*
	Subtotal	588	577	98	0.4	*A*
EB	R	80	80	100	0.6	*A*
	Subtotal	80	80	100	0.6	*A*
WB	R	18	17	96	4.8	*A*
	Subtotal	18	17	94	4.8	*A*
Total		1,157	1,147	99	1.1	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Ute Blvd
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	10	9	90	4.6	*A*
	T	252	256	102	4.4	*A*
	R	162	165	102	3.1	*A*
	Subtotal	424	430	101	3.9	*A*
SB	L	296	302	102	3.4	*A*
	T	307	295	96	3.3	*A*
	R	10	8	80	3.3	*A*
	Subtotal	613	605	99	3.3	*A*
EB	L	5	6	114	4.9	*A*
	T	15	15	98	3.9	*A*
	R	10	11	110	2.8	*A*
	Subtotal	30	32	107	3.7	*A*
WB	L	195	203	104	6.0	*A*
	T	30	30	98	5.7	*A*
	R	214	212	99	4.6	*A*
	Subtotal	439	445	101	5.3	*A*
Total		1,512	1,519	100	4.1	*A*

Intersection: Landmark Drive & East Access
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	399	407	102	0.3	*A*
	Subtotal	399	407	102	0.3	*A*
SB	T	543	535	98	0.7	*A*
	Subtotal	543	535	99	0.7	*A*
EB	***R***	***9***	***8***	***91***	***5.4***	***A***
	Subtotal	9	8	89	5.4	*A*
Total		951	950	100	0.6	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Overland Drive & Powderwood Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	40	36	89	2.1	*A*
	T	12	14	117	0.4	*A*
	Subtotal	52	50	96	1.6	*A*
SE	T	35	32	91	0.6	*A*
	R	115	115	100	0.3	*A*
	Subtotal	150	147	98	0.4	*A*
NE	***L***	***130***	***134***	***103***	***5.9***	***A***
	R	54	57	105	4.6	*A*
	Subtotal	184	191	104	5.5	*A*
Total		386	388	100	3.1	*A*

Intersection: Powderwood Drive & Tanger Outlets
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	45	40	89	2.4	*A*
	R	17	18	104	2.4	*A*
	Subtotal	62	58	94	2.4	*A*
SE	L	18	18	101	2.1	*A*
	T	1	2	200	0.6	*A*
	R	71	69	97	2.1	*A*
	Subtotal	90	89	99	2.1	*A*
SW	L	27	28	103	2.1	*A*
	R	7	8	119	2.2	*A*
	Subtotal	34	36	106	2.1	*A*
Total		186	183	99	2.2	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: North Access & Landmark Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	8	8	103	4.8	*A*
	T	429	436	102	0.6	*A*
	Subtotal	437	444	102	0.7	*A*
SB	T	459	455	99	0.5	*A*
	R	6	6	92	0.7	*A*
	Subtotal	465	461	99	0.5	*A*
NE	***L***	***16***	***13***	***80***	***14.9***	***B***
	R	17	18	104	7.3	*A*
	Subtotal	33	31	94	10.5	*B*
Total		936	936	100	1.0	*A*

Intersection: Tanger Outlets & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	188	181	96	3.5	*A*
	T	398	408	102	3.5	*A*
	Subtotal	586	589	101	3.5	*A*
SE	T	423	413	98	4.9	*A*
	R	54	61	112	3.8	*A*
	Subtotal	477	474	99	4.8	*A*
NE	L	38	36	94	3.8	*A*
	R	162	166	103	3.5	*A*
	Subtotal	200	202	101	3.6	*A*
Total		1,264	1,265	100	4.0	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Canyon Corners
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	T	577	580	101	0.7	*A*
	R	10	9	90	0.5	*A*
	Subtotal	587	589	100	0.7	*A*
SE	L	5	5	95	4.6	*A*
	T	596	592	99	1.1	*A*
	Subtotal	601	597	99	1.1	*A*
SW	***R***	***10***	***9***	***90***	***7.9***	***A***
	Subtotal	10	9	90	7.9	*A*
Total		1,198	1,195	100	0.9	*A*

Intersection: Marriott/Whole Foods & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	15	16	105	6.7	*A*
	T	524	528	101	8.4	*A*
	R	185	188	101	8.3	*A*
	Subtotal	724	732	101	8.3	*A*
SE	L	45	47	105	4.8	*A*
	T	547	539	99	5.2	*A*
	R	5	5	95	4.3	*A*
	Subtotal	597	591	99	5.2	*A*
NE	L	10	9	90	3.6	*A*
	T	5	5	95	4.4	*A*
	R	15	14	92	3.7	*A*
	Subtotal	30	28	93	3.8	*A*
SW	L	155	159	103	4.4	*A*
	T	5	5	95	3.8	*A*
	R	55	56	102	4.1	*A*
	Subtotal	215	220	102	4.3	*A*
Total		1,567	1,571	100	6.5	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Best Western
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	692	700	101	0.6	*A*
	R	15	15	98	0.0	*A*
	Subtotal	707	715	101	0.6	*A*
SB	L	15	16	105	6.6	*A*
	T	704	698	99	0.9	*A*
	Subtotal	719	714	99	1.0	*A*
WB	***L***	***20***	***19***	***96***	***14.5***	***B***
	R	30	30	98	10.4	*B*
	Subtotal	50	49	98	12.0	*B*
Total		1,476	1,478	100	1.2	*A*

Intersection: Landmark Drive & Walmart Access/Landmark Loop
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	***L***	***160***	***152***	***95***	***10.5***	***B***
	T	666	672	101	2.2	*A*
	R	25	25	100	0.9	*A*
	Subtotal	851	849	100	3.6	*A*
SB	L	15	13	85	6.7	*A*
	T	602	599	99	0.4	*A*
	R	105	103	98	0.3	*A*
	Subtotal	722	715	99	0.5	*A*
EB	R	195	189	97	0.9	*A*
	Subtotal	195	189	97	0.9	*A*
WB	R	41	44	107	8.8	*A*
	Subtotal	41	44	107	8.8	*A*
Total		1,810	1,797	99	2.3	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Ute Blvd
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	30	33	108	12.1	*B*
	T	404	397	98	10.4	*B*
	R	161	162	100	3.9	*A*
	Subtotal	595	592	99	8.7	*A*
SB	L	463	456	99	3.8	*A*
	T	318	312	98	3.8	*A*
	R	15	17	111	3.9	*A*
	Subtotal	796	785	99	3.8	*A*
EB	L	15	15	98	4.9	*A*
	T	50	50	100	4.7	*A*
	R	20	21	106	3.7	*A*
	Subtotal	85	86	101	4.5	*A*
WB	L	131	134	102	12.3	*B*
	T	25	26	104	12.1	*B*
	R	431	437	101	8.5	*A*
	Subtotal	587	597	102	9.5	*A*
Total		2,074	2,070	100	6.9	*A*

Intersection: Landmark Drive & East Access
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	586	588	100	0.3	*A*
	Subtotal	586	588	100	0.3	*A*
SB	T	584	578	99	1.0	*A*
	Subtotal	584	578	99	1.0	*A*
EB	***R***	***17***	***18***	***104***	***6.1***	***A***
	Subtotal	17	18	106	6.1	*A*
Total		1,187	1,184	100	0.7	*A*

APPENDIX B

95th Percentile Results

SimTraffic Queueing Report

Project: Summit County Outlets Mixed-Use TIS

Analysis: Future (2050) Background - Development Growth

Time Period: Morning Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT24-2763

Intersection	NB				NE		NW				SB				SE			SW			EB	WB		
	L	LR	LT	LTR	LR	LTR	L	LT	R	T	L	LTR	R	T	L	LR	TR	LR	LT	R	LTR	LR	LTR	R
01: Overland Drive & Powderwood Drive					75																			
02: Powderwood Drive & Tanger Outlets																								
03: North Access & Landmark Drive			50		50																			
04: Tanger Outlets & Landmark Drive										50							100							
05: Landmark Drive & Canyon Corners																								
06: Marriott/Whole Foods & Landmark Drive						50									50				50	50				
07: Landmark Drive & Best Western														50								50		
08: Landmark Drive & Walmart Access/Landmark Loop	50																						50	
09: Landmark Drive & Ute Blvd				125							75	75									50		125	50

SimTraffic Queueing Report

Project: Summit County Outlets Mixed-Use TIS
Analysis: Future (2050) Background - Development Growth
Time Period: Evening Peak Hour
95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT24-2763

Intersection	NB						NE		NW				SB					SE			SW			EB	WB		
	L	LR	LT	LTR	T	TR	LR	LTR	L	LT	R	T	L	LTR	R	T	TR	L	LR	TR	LR	LT	R	LTR	LR	LTR	R
01: Overland Drive & Powderwood Drive							75																				
02: Powderwood Drive & Tanger Outlets		50																									
03: North Access & Landmark Drive			50				50																				
04: Tanger Outlets & Landmark Drive							75		50			75							125								
05: Landmark Drive & Canyon Corners																							50				
06: Marriott/Whole Foods & Landmark Drive								75										50				300	125				
07: Landmark Drive & Best Western													50			50									50		
08: Landmark Drive & Walmart Access/Landmark Loop	100												50													125	
09: Landmark Drive & Ute Blvd				450									75	100										50		150	100

SimTraffic Queueing Report

Project: Summit County Outlets Mixed-Use TIS

Analysis: Future (2050) Mitigated Background - Development Growth

Time Period: Morning Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT24-2763

Intersection	NB					NE		NW				SB					SE				SW			EB	WB		
	L	LR	LT	T	TR	LR	LTR	L	LT	LTR	T	L	LTR	R	T	TR	L	LR	LTR	TR	LR	LTR	R	LTR	LR	R	ULTR
01: Overland Drive & Powderwood Drive						75																					
02: Powderwood Drive & Tanger Outlets																											
03: North Access & Landmark Drive			50			50																					
04: Tanger Outlets & Landmark Drive											50								75								
05: Landmark Drive & Canyon Corners																											
06: Marriott/Whole Foods & Landmark Drive							50			75									75			50					
07: Landmark Drive & Best Western																									50		
08: Landmark Drive & Walmart Access/Landmark Loop	50																									50	
09: Landmark Drive & Ute Blvd			75		50							75	50											50		50	125

SimTraffic Queueing Report

Project: Summit County Outlets Mixed-Use TIS

Analysis: Future (2050) Mitigated Background - Development Growth

Time Period: Evening Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT24-2763

Intersection	NB					NE		NW				SB					SE					SW			EB	WB		
	L	LR	LT	T	TR	LR	LTR	L	LT	LTR	T	L	LTR	R	T	TR	L	LR	LTR	T	TR	LR	LTR	R	LTR	LR	R	ULTR
01: Overland Drive & Powderwood Drive						75																						
02: Powderwood Drive & Tanger Outlets		50																										
03: North Access & Landmark Drive			25			50																						
04: Tanger Outlets & Landmark Drive						75		50			75										125							
05: Landmark Drive & Canyon Corners																				50				50				
06: Marriott/Whole Foods & Landmark Drive							50			125									125				75					
07: Landmark Drive & Best Western												50														50		
08: Landmark Drive & Walmart Access/Landmark Loop	75											50															50	
09: Landmark Drive & Ute Blvd			175		100							75	75												75		100	175

SimTraffic Queueing Report

Project: Summit County Outlets Mixed-Use TIS

Analysis: Future (2050) Plus Project

Time Period: Morning Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT24-2763

Intersection	NB					NE		NW				SB					SE				SW			EB		WB		
	L	LR	LT	T	TR	LR	LTR	L	LT	LTR	T	L	LTR	R	T	TR	L	LR	LTR	TR	LR	LTR	R	LTR	R	LR	R	ULTR
01: Overland Drive & Powderwood Drive						75			50																			
02: Powderwood Drive & Tanger Outlets		50																										
03: North Access & Landmark Drive			50			50																						
04: Tanger Outlets & Landmark Drive											50								100									
05: Landmark Drive & Canyon Corners																												
06: Marriott/Whole Foods & Landmark Drive							50			50								75				50						
07: Landmark Drive & Best Western																										50		
08: Landmark Drive & Walmart Access/Landmark Loop	50																										50	
09: Landmark Drive & Ute Blvd			75		50							75	75											50			50	125
10: Landmark Drive & East Access																									50			

SimTraffic Queueing Report

Project: Summit County Outlets Mixed-Use TIS

Analysis: Future (2050) Plus Project

Time Period: Evening Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT24-2763

Intersection	NB					NE		NW				SB					SE					SW			EB		WB		
	L	LR	LT	T	TR	LR	LTR	L	LT	LTR	T	L	LTR	R	T	TR	L	LR	LTR	T	TR	LR	LTR	R	LTR	R	LR	R	ULTR
01: Overland Drive & Powderwood Drive						75			50																				
02: Powderwood Drive & Tanger Outlets																		50											
03: North Access & Landmark Drive			50			50																							
04: Tanger Outlets & Landmark Drive						75		75			75										125								
05: Landmark Drive & Canyon Corners																				75				50					
06: Marriott/Whole Foods & Landmark Drive							50			250									150				75						
07: Landmark Drive & Best Western				50								50															75		
08: Landmark Drive & Walmart Access/Landmark Loop	100			50	50							50																75	
09: Landmark Drive & Ute Blvd			175		125							75	75												75			150	225
10: Landmark Drive & East Access																										50			

Engineering Division
60 N Main St
Coalville, UT 84017
summitcounty.gov

Date: 6/24/2026
To: County Council
Shayne Scott, County Manager
From: Brandon Brady, County Engineer
Re: Changing the Name of Tech Center Drive

Background:
At the end of 2024 the engineering division was asked to investigate changing the name of Tech Center Drive. Below between the blue lines is the section of roadway that is being considered for a new name.



There are currently no addresses that come off Tech Center Drive. Staff worked with Shayne Scott and Canice Harte to come up with some names that would work in the area. Staff have narrowed the names down to the following 4 names.

1. Big Moose Road
2. Nordic Drive
3. Gold Metal Way
4. Murdock Peak Rd

Staff had a work session with the Council on April 30, 2025, to discuss the 4 names and then put the names out to the public for a vote. The name with the highest votes was Nordic Drive. However, Six Ridge Partners is developing the area and going through a branding process and asked us to wait. They proposed the following name:

1. Altus Way

County Council, as the Roadway Authority, has the authority to change the name of the roadway after a public hearing process.

Recommendations:
Staff recommend that the County Council decide on a new name and then a public hearing will be held on July 29th where it can be adopted by ordinance.

Summit County Housing Authority

Strategic Plan

Updated June 2026

Driving sustainable, innovative, and equitable housing solutions for the Summit County community.

Executive Summary

The Summit County Housing Authority was established in December 2024 by Resolution 2024-30, a resolution "recognizing that the need for affordable housing exists across Summit County." The first meeting of the Board of Commissioners was in June 2025. The Authority consists of seven members, two County Councilors and five members at large who are appointed by the County Council.

In March 2025, the Summit County Council set a goal to facilitate the creation of 1,500 new affordable housing units over the course of 10 years (2026 – 2035), excluding the units to be constructed on parcels of land colloquially known as "Altus" (PCTC 401-AM, PCTC 402-AM, PCTC 403-AM, PCTC 404-AM, PCTC 5B-AM) and "Cline Dahle" (SS-57-1-B-X). This goal was set in response to a housing needs assessment presented by County staff and with the assistance of a third-party facilitator. This goal does not fulfill current nor projected housing needs but rather functions as a starting point for addressing the housing crisis in Summit County. The Summit County Housing Authority is charged with implementing a plan to achieve this goal along with other goals identified by the Authority.

In 2023, during the County-wide visioning process, "Our Summit," community members in the Snyderville Basin and Eastern Summit County voted on improvements that could be made to their communities: "Housing options (such as low-income, affordable, senior living)" appeared in the top three for both sides of the County. In the 2024 Community Health Assessment, a survey of over 1,700 residents, affordable housing was the top ranked area in need for improvement.

The Summit County Housing Authority Strategic Plan addresses the critical shortage of affordable housing in the area which is driven by high demand, limited supply, and rising property values. The plan focuses on five main goals:

1. Increase the supply of affordable housing by 1,500 units by 2035, with a focus on housing diversity, in order to increase equity, reduce cost-burdened households, promote a locally housed workforce, and accommodate greater housing choice.
2. Leverage public-private land partnerships to develop dense, affordable housing. Reduce sprawl and improve infrastructure efficiency by prioritizing projects that drive community resilience, sustainability, and targeted growth.
3. Secure three funding streams or public-private partnerships and collaborate with local nonprofits on two shared initiatives by June 2030.
4. Reduce barriers to entry to affordable housing by improving access to information, opportunities, and services.
5. Foster community support by launching a public awareness campaign aiming for a 20% increase in stakeholder engagement by June 2027.

The plan targets housing for a range of incomes from 30% to 120% of the *Area Median Income* (AMI), with a particular focus on AMIs between 40 and 80%. The plan encourages a mix of housing types and for development to be spread across the County. The plan further delineates unit targets by AMI, identifies target demographics, and identifies locations that may be appropriate for affordable housing.

The Summit County Housing Authority aims to implement programs in alignment with the statewide Utah Housing Strategic Plan, made available to the public in October 2025.

Terms in italics are defined in the Glossary in Appendix B.

Situational Analysis

Summit County, like many mountain resort communities, faces a severe shortfall of *affordable* and *attainable* housing. The high cost of living makes it incredibly difficult for locals, including essential workers, young professionals, long-term residents, and retirees, to find and maintain housing. A reduced availability of housing units, caused by an increasing numbers of vacation rentals and second homes, contributes to the problem. Summit County's high AMI means that rental units meeting the federal definition of affordable (up to 80% AMI) are often above *market rate* value. A broader variety of housing types and affordability levels are needed to support the breadth of our community.

County Context and Data

During the 2025 Utah General Legislative Session, the Legislature passed HB379 which identifies the Utah Population Committee, which is chaired by the Kem C. Gardner Institute, as the standard source for most cases. These population projections are often used to project future housing demand. Summit County Economic Development and Housing additionally utilizes Lightcast and other tools to project future demand at a more granular level.

- Significant Housing Deficit: Summit County staff estimates that by the end of 2036, 3,745 new housing units will be needed (Lightcast, ACS). There is an existing deficit of 1,621 deed restricted affordable units (Summit County Economic Development and Housing). Additionally, there is a housing mismatch which leads to cost-burdened households.
    - In Summit County, 10% of homeowners and 1 in six renters pay more than 50% of their income for housing, which is considered *severely rent-burdened*.
- Workforce Housing Gap: Approximately 63% of the workforce commutes to work from outside Summit County (US Census Bureau: OnTheMap). This leads to long commutes, traffic congestion, and a disconnect between the workforce and the community.

    - In Summit County, a majority of the workforce is making between 40 and 70% of the AMI (HUD, Lightcast Developer). This reflects an individual earner as opposed to household income.
    - While Summit County's population is projected to increase by 1% by 2036, employment is projected to increase by 19% (Lightcast).
- High Proportion of Second Homes: A large percentage of Summit County's housing stock is comprised of second homes or short-term rentals which constrains availability for primary residents.
- Rising Construction Costs: Limited labor and a short building season contribute to high construction costs on the Wasatch back.
- Geographic Constraints: The steeper terrain and significant wetland areas limit the amount of easily developable land in certain areas of the County.
- Open Space Preservation: Preservation of open space has preempted many close-in properties which could be easily provided with utilities and would otherwise be appropriate for a continuum of housing types, from resort to affordable, proximate to public transportation and with good access to retail and public services.
- Regulatory Constraints: The County development codes restrict development patterns proven to facilitate more affordable housing through limiting density and heights.
- Community Sentiment: Though there is general recognition of the need for affordable housing, vocal *NIMBY*s and *BANANA*s tend to oppose projects that supply housing.

Summit County Progress on Affordable Housing

Despite these challenges, Summit County has made efforts to address affordable housing needs. Local nonprofit organizations, including Mountainlands Community Housing Trust and Habitat for Humanity of Summit and Wasatch Counties, are actively working to develop affordable housing solutions. Recently completed additions to workforce housing within the Canyons has been successful in reducing traffic impacts by housing workers in close proximity to their jobs.

16.9% of the estimated 10,618 occupied housing units in the County's unincorporated area are deed restricted in some capacity.

The County is actively working with developers on the Altus and Cline Dahle projects, both of which are slated to contain affordable housing units in proximity to transit and other needed services.

State Context

In the Utah Housing Strategic Plan, the issues related to affordable housing statewide were made abundantly clear.

> *Barriers to homeownership and affordable housing are the single greatest threat to Utah's prosperity. A lack of affordable housing holds back our workforce, weakens our economy, and keeps Utahns from achieving the American dream.*
> *- Governor Spencer J. Cox*

Utah has a homeownership rate of 70.3%, but there is a generation entering the workforce that has little hope of achieving homeownership (US Census Bureau). Only 9% of non-homeowners in Utah can afford the median-priced home and only about 20% can afford to buy a home that would be considered affordable under state and federal guidelines (Kem C. Gardner Policy Institute (GPI)). Additionally, over 45% of renters in Utah are considered *rent burdened*, with nearly 20% of those spending more than 50% of their income on rent (GPI).

The plan estimates that the state, as a whole, has 35,000 fewer homes than needed to meet demand today, and a projected need for 247,000 additional homes to meet demand over the next 10 years (GPI). Current market pace is expected to produce 220,000 homes over than same time period. In addition to the need for housing in general, Utah has a significant undersupply of housing affordable to lower income households, identified as those making less than 80% of the *Area Median Income* (AMI).

The Utah Housing Strategic Plan recognizes the need for a multifaced approach to addressing Utah's housing crisis. It also underscores the essential role of *subsidized* and *deeply affordable* housing.

Utah State Vision, Commitment, and Administration Priorities

The state's vision is to ensure that every resident in Utah has access to safe, affordable, and stable housing options that provide access to opportunities and a high quality of life.

The state commits to addressing the housing crisis through the development of a comprehensive, long-term strategy that engages legislators, the state's executive branch, private industry, local governments, advocacy organizations, and philanthropic partners.

Gov. Cox has outlined an ambitious goal, facilitating the market delivery of at least 150,000 new housing units, including 35,000 new *starter homes* and 40,000 new homes in identified regional centers, such as those depicted in Wasatch Choice Vision, by the end of his second term (December 2028).

Summit County Housing Authority Mission, Vision, and Values

Mission

The Summit County Housing Authority creates, preserves, and advocates for long-term, desirable, and affordable and attainable housing to support a sustainable community and prosperous economy.

Vision

To create a Summit County where all community members have access to safe, quality, and affordable housing.

Values

- **Equity**: Provide equal opportunity of access to housing for community members at various income levels. Provide consistent and predictable enforcement of housing regulations.
- **Innovation**: Foster creative solutions to solve problems and increase cooperation in the community. Be open to new and more effective ways of doing business.
- **Collaboration:** Commit to being a strong community partner in collaborating with other agencies and entities to enhance the vitality and viability of our community.
- **Efficiency and Effectiveness**: Implement state-of-the-art systems, processes, and policies that will increase customer and staff efficiency.
- **Transparency**: Communicate frequently and accurately to increase public and decision-maker awareness and understanding of the Housing Authority programs, requirements, decisions, and results.
- **Quality Service:** Provide respectful, friendly, timely, consistent, and proactive service to community members.
- **Public Trust:** Do what is ethical and in the public's interest. Protect the housing program's integrity and accountability.

Goals and Strategies

Goal 1: Increase the supply of deed restricted affordable housing by 1,500 units by 2036, with a focus on housing diversity, in order to increase equity, reduce cost-burdened households, promote a locally housed workforce, and accommodate greater housing choice.

Strategy 1.1: Support new construction projects by actively partnering with private developers and nonprofits to build new affordable and mixed-income housing projects throughout the County, particularly near employment centers and transit corridors.

Strategy 1.2: Support new construction projects by exploring and promoting innovative construction methods like modular and factory-built housing to reduce cost and timeline.

Strategy 1.3: Promote a mix of housing types, including apartments, condominiums, townhomes, accessory dwelling units, and smaller single-family homes by crafting and advocating for development code changes that allow for more by right uses and higher densities.

Strategy 1.4: Promote the creation of affordable rental units by incentivizing the construction of accessory dwelling units through preapproved ADU plans and cost reimbursements.

Strategy 1.5: Facilitate the conversion and preservation of affordable units by acquiring, rehabilitating, and deed restricting units in targeted areas.

Strategy 1.6: Develop a program to “buy down” units to make them affordable to AMIs between 40 and 50%.

Strategy 1.7: Encourage employer assisted housing by partnering with major employers to develop housing solutions for their employees, potentially through master leasing, development partnerships, and/or buyer assistance programs.

Strategy 1.8: By December 2027, develop and pilot a buyer assistance program for households earning 80% or less of the AMI.

Strategy 1.9: By June 2026, develop and pilot an assistance program aimed providing rental support for those working in the community and making 60% AMI or less.

Strategy 1.10: Strategy 1.10: By November 2026, conduct a survey of households containing at least one individual working full time in Summit County to gather data regarding gross household income.

Strategy 1.11: Explore programs to preserve long-term housing availability, and increase long term rental stock.

Strategy 1.12: Based on the results of community engagement, develop a policy to promote appropriate options for affordable senior housing in targeted locations across Summit County.

Strategy 1.13: Collaborate with County departments and non-profits to define the Housing Authority's role in addressing homeless prevention, transitional housing, permanent supportive housing, and deeply affordable housing.

Goal 2: Leverage public-private land partnerships to develop dense, affordable housing. Reduce sprawl and improve infrastructure efficiency by prioritizing projects that drive community resilience, sustainability, and targeted growth.

Strategy 2.1: By February 2026, conduct a review of all county-owned and other publicly owned parcels in order to identify those sites most suitable for affordable housing development.

Strategy 2.2: Prioritize affordable housing development along existing and planned transit corridors to reduce transportation costs for residents and decrease reliance on cars. Utilize higher density, diversity of housing types, and design considerations to minimize vehicle miles traveled when evaluating development proposals.

Strategy 2.3: Collaborate with Summit County departments, including Community Development and Economic Development and Housing, to develop code amendments that support and incentivize the creation of affordable housing options, including an Affordable Housing Overlay Zone.

Strategy 2.4: Explore the possibility of creating a Community Land Trust to allow housing structures to be sold independently from the land underneath thus increasing affordability.

Goal 3: Secure three funding streams or public-private partnerships and collaborate with local nonprofits on two shared initiatives by June 2030.

Strategy 3.1: Request a consistent local funding source from the Summit County Budget Committee and, ultimately, the County Council.

Strategy 3.2: Explore corporate structures to maximize revenue and funding sources (nonprofit, for profit, etc).

Strategy 3.3: Actively seek private donations and philanthropic contributions to the fund, if possible.

Strategy 3.4: Pursue state and federal funding opportunities when they arise and provide technical assistance to developers and non-profits applying for these grants.

3.4.1: Collaborate with the Continuum of Care to align funding sources, gather data regarding households seeking assistance, and create a pipeline from the Housing Authority to other resources.

Strategy 3.5: Attract private capital and impact investors by structuring public private partnerships that offer reasonable return while ensuring long-term affordability.

Strategy 3.6: Actively explore and advocate for taxing structures that can support affordable housing.

Goal 4: Reduce barriers to entry to affordable housing by improving access to information, opportunities, and services.

Strategy 4.1: By July 2026, develop a housing dashboard to provide relevant, updated information often sought out by the community.

Strategy 4.2: Streamline County housing regulatory processes by launching a centralized digital information portal by January 2027.

Strategy 4.3: Educate the community about the purpose and mission of the Housing Authority and direct all affordable housing questions to the Housing Authority first. Maintain a user-friendly and informative website.

Strategy 4.4: Continually assess the effectiveness of existing housing programs and policies and adjust based on market conditions, community feedback, and annual policy review.

Strategy 4.5: Research the cost/benefit of conducting sales, rentals, and monitoring of affordable units in-house as opposed to contracting the work out.

Strategy 4.6: Provide continuous education for the Housing Authority Board of Commissioners in order to increase understanding and effectiveness.

Strategy 4.7: Provide feedback and high level policy recommendations in response to drafted development code amendments that support the creation of affordable housing.

Goal 5: Foster community support by launching a public awareness campaign aiming for a 20% increase in stakeholder engagement by June 2027.

Strategy 5.1: Create and annually update a SCHA communications plan.

Strategy 5.2: Design and implement an education and marketing campaign, including a quarterly speaker series, to address misconceptions about affordable housing by demonstrating the economic and community benefits of well-designed and located affordable housing.

Strategy 5.3: By December 2026, curate collection of testimonials or success stories highlighting the positive impact of affordable housing on community members and the community as a whole.

Strategy 5.4: Enhance collaboration between Summit County and incorporated cities (Park City, Henefer, Coalville, Oakley, Kamas, Francis), housing organizations, non-profit developers, private developers, and community organizations by creating a centralized information system and, when appropriate, forming collaborative agreements.

Strategy 5.5: Leverage the local Chambers of Commerce to advocate for improved zoning, expedited permitting, staff housing near workplaces, and reduced regulatory barriers.

Strategy 5.6: Design and distribute a “best practices” and policy guide for engaging in local government processes as a community member.

Strategy 5.7: Incorporate community feedback into the design and location of new affordable housing developments to ensure that these projects integrate into existing communities.

Target Areas

The Summit County Housing Authority seeks to target areas with access to transportation and/or areas that are in proximity to employment hubs in order to facilitate connected communities.

When acquiring affordable housing, and/or converting market rate housing to affordable, SCHA will target the following areas in the Snyderville Basin: Bear Hollow Village, Cline Dahle, Altus, Silver Creek, and Junction Commons, if approved.

In Eastern Summit County, cooperative partnerships will be sought between the County and the cities of Coalville, Henefer, Kamas, and Oakley thereby helping to provide affordable units in these areas and take advantage of existing infrastructure.

When developing affordable housing independently and in coordination with Summit County and other partners, SCHA will target the following County-owned parcels that have been analyzed and scored using the Summit County Land Prioritization App based on the site's proximity to employment hubs, transit, schools, and essential services:

- FJGILL-1-2AM-X
- FJGILL-6-2AM-X
- BOSWELL-2-X-AM (located within Coalville City)

Other parcels under consideration are those owned by partner organizations, including the three school districts in Summit County.

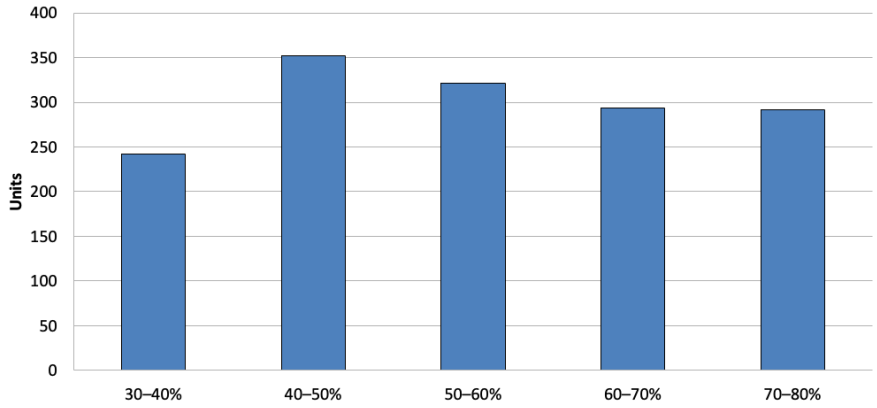
In Eastern Summit County, priority shall be given to infill projects and clustered rural housing solutions in the existing historic settlements of Echo, Upton, Hoytsville, Wanship, Peoa, Marion, and Woodland.

Of the 1,500-unit goal, it is estimated that approximately 1,050 units would be in Snyderville Basin and 450 units in Eastern Summit County based on employment proximity and existing infrastructure.

Target Units and AMIs

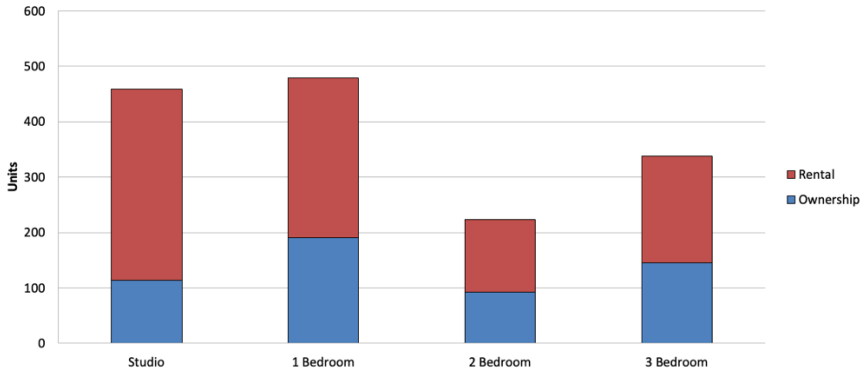
Based on household size, employment and population projections, and income distribution, Summit County staff estimates the following breakdown of need for the goal of 1,500 deed restricted affordable units.

Figure 1. 1,500 Deed Restricted Units, Projected Need by AMI



Sources: Lightcast Developer, American Community Survey, HUD

Figure 2: 1,500 Deed Restricted Units: Projected Need by Bedroom Size; Divided into Ownership and Rental Product Types



Sources: Lightcast Developer, American Community Survey, HUD

Based on Chapter 5 of the Snyderville Basin Development Code, the following are assumed household sizes based on number of bedrooms:

Unit Type	Assumed Household Size
Studio	1 person
1-bedroom	2 people
2-bedroom	3 people
3+ bedroom	4 people

The following represents the typical earnings by employment type in 2025 as a means of illustrating the needs of essential workers. The AMIs listed reflect a **single occupancy household** Upon completion of the survey noted in Strategy 1.10, *gross household incomes* can be referenced more accurately as well.

≤ 30% AMI, $35,400

- Personal care and service workers
- Food preparation
- Host and hostess, coffee shop
- Hairdressers, hairstylists
- Base wage Firefighter/EMT (NS Fire)

≤ 40% AMI, $47,200

- Stocker and order fulfillment
- Office clerks
- Cement mason and concrete finisher
- Carpet installer
- Phlebotomist

≤ 50% AMI, $59,000

- Industrial machinery mechanics
- Property appraisers
- Automotive body and related repairs
- Bookkeeping, Accounting, Auditing clerks
- Base wage for firefighter/EMT (PC Fire and South Summit Fire)
- Beginning Teacher (NS)
- Public Works Inspector I

≤ 60% AMI, $70,800

- Telecommunications equipment install and repair
- Athletic trainer
- Surgical technologist
- Chef
- Water and wastewater treatment plant operators
- Firefighter/paramedic (PC Fire and South Summit Fire)
- Beginning Teacher (SS, PC)
- Librarian
- Deputy

≤ 80% AMI, $94,400

- First-line supervisors
- Registered nurses
- Speech-language pathologist

≤ 100% AMI, $118,000

- Electrical engineer
- Computer systems analyst
- Data scientist
- First-line supervisors of police and detectives
- Mechanical engineer
- Max Teacher salary (SS, NS, PC 2024)

≤ 120% AMI, $141,600

- Physician assistant
- Computer hardware engineer
- Education administrator
- Software developer

Implementation and Timeline

See Appendix A for details.

Staff analysis suggests that market absorption would be best with between 80 and 150 new affordable units each year.

Phase 1: June 2025 – June 2028

- Establish a dedicated Housing Authority with initial seed funding.
- Launch public awareness campaign.
- Develop pilot programs for incentivized ADUs, rental vouchers, and a buyer assistance program.
- Commission and finalize pre-approved ADU plans.
- Complete inventory of public land.
    - Identify and prioritize sites for affordable housing based on pre-determined factors (distance to schools, healthcare, parks, access to infrastructure, etc).
- Target: 150 – 200 units initiated/completed

Phase 2: June 2028 – June 2031

- Solidify ongoing funding sources including state and federal level grants and private investment.
- Expand pilot programs for incentivized ADUs, vouchers, buyer assistance, depending on program success and community feedback.
- Pilot program to incentivize the conversion of market rate to affordable units.
- Target: 600 – 700 units initiated/completed

Phase 3: June 2031 – June 2035

- Continue to leverage funding and partnerships.
- Focus on larger-scale mixed-income and, potentially, Transit Oriented Development projects.
- Refine programs based on evaluation and community need.
- Ensure long-term stewardship and affordability of developed units.
- Target: 600 – 700 units initiated/completed

Monitoring and Evaluation

The Housing Authority will practice continuous progress monitoring and provide a formal update to the Board four times a year. The Summit County Council will be provided with an annual update. All reports will be publicly available on the Housing Authority website.

The following indicators specific to the SCHA will be tracked.

SCHA Specific Measures:

- A count of units created that can be attributed to Council's 1,500 units
    - The count excludes units at Cline Dahle and Altus
    - The count includes units entitled after March 12, 2025 (the date of the Council goal)
    - The count includes any units that were market rate but have since been deed restricted affordable (post March 12, 2025)
    - Units will be tracked based on recorded housing restrictions and deed restrictions
    - Units will be identified by type, number of bedrooms, AMI restriction, and ownership versus rental
- Units/beds with a special classification will be identified (PSH, transitional, assisted living, nursing home, seasonal)
- A count of the number of households assisted through each program type (voucher, buyer assistance, ADU incentives, etc)
- Changes in the percentage/numbers of workforce living and working in the County
- Changes in the percentage/numbers of County residents working outside the County
- Number of participants in online surveys
- Number of engagements on social media posts
- Number of attendees at quarterly speaker series events
- Gross household income of households in which at least one member is a full-time employee (30+ hours) in Summit County

The following key performance indicators will be tracked in accordance with the Utah Housing Strategic Plan:

Affordable Housing Metrics (by unit type and size)

- Number of deed restricted rental units affordable to Summit County community members at or below 60% of AMI
- Number of deeply affordable units created for 30-60% AMI
- Number of new starter homes delivered to market, starting January 2024

Housing Metrics

- Percentage of Summit County renters that are housing cost-burdened

- Percentage of Summit County homeowners that are housing cost-burdened
- Percentage of households that can afford the median-priced home
- Share of homes (new and existing) affordable to each AMI group

General Housing Supply

- Total number of new housing units currently entitled, but limited by infrastructure deficiencies
- Total number of new housing units permitted
- Total number of certificates of occupancy issued annually
- Amount of time from a completed development application to the issuance of a building permit by project type
- Acreage of identified non-productive public land, excluding State Trust Lands and federally owned lands

Housing Location and Connectivity

- Number of housing units within areas designated as city or town centers identified in regional visions, such as Wasatch Choice, or in Station Area Plans (SAPs) or Housing Transit Reinvestment Zones (HTRZs)
- The proportionate share of different housing types (housing mix) available in any given municipality or area

Attachment 1

SUMMIT COUNTY COUNCIL RESOLUTION NO. 2026-10
A RESOLUTION AMENDING THE BYLAWS FOR THE
SUMMIT COUNTY HOUSING AUTHORITY

WHEREAS, on December 11, 2024, the Summit County Council adopted Resolution 2024-30, a Resolution Declaring the Need for and Creating a Housing Authority pursuant to Utah Code §35A-8-401 et. seq.;

WHEREAS, on April 9, 2025, the Summit County Council adopted Resolution 2025-07, a Resolution Creating Bylaws for the Summit County Housing Authority; and

WHEREAS, on April 30, 2025, the Summit County Council adopted Resolution 2025-07A, amending the Bylaws to change the number of members making up the Board of Commissioners for the Summit County Housing Authority; and

WHEREAS, the Summit County Council again desires to amend the Bylaws to change the composition of members making up the Board of Commissioners for the Summit County Housing Authority.

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

1. The Summit County Council adopts the amended bylaws for the Summit County Housing Authority as outlined in Exhibit A.

2. Resolutions 2025-07 and 2025-07A are hereby repealed and replaced with this resolution.

APPROVED, ADOPTED AND PASSED by the Summit County Council on 18th day of March, 2026

SUMMIT COUNTY COUNCIL

Council Chair

ATTEST:

County Clerk

APPROVED AS TO FORM:

Chief Deputy County Attorney

EXHIBIT A

BYLAWS OF THE HOUSING AUTHORITY OF SUMMIT COUNTY, UTAH

ARTICLE I
THE AUTHORITY

1.1 **Name of Authority:** The name of the Authority shall be the Summit County Housing Authority (the "Authority").

1.2 **Boundaries of the Authority:** The boundaries of the Authority shall be coterminous with the boundaries of Summit County less and excepting its incorporated cities and towns.

1.3 **Office of the Authority:** The principal office of the Authority shall be located at 60 North Main Coalville, Utah 84017. The Authority may have such other offices within the State of Utah or elsewhere as the Authority's Board of Commissioners may designate or as the business of the Authority may from time to time require.

ARTICLE II
CONTROLLING LAW

The Authority shall be governed by and shall have all the powers, duties, and responsibilities as set forth in Utah Code, Title 35A, Chapter 8, Part 4, as amended (the "Act"). These Bylaws are subject to the Act and in the event of any conflict between the Act and these Bylaws or any resolution of the Authority, the Act shall prevail.

ARTICLE III
PURPOSE

There is a shortage of housing available to persons of medium and low income at rentals or prices that people can afford in Summit County. The Authority is established for the purpose of effecting the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs to provide dwelling accommodations at rental prices or purchase prices within the means of families of medium and low income, and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority.

ARTICLE IV
THE AUTHORITY'S BOARD OF COMMISSIONERS

4.1 **Number and Term of Commissioners:** The powers of the Authority shall be vested in its Board of Commissioners (the "Commission"), who may exercise all the powers of the Authority, whether derived from the Act, or from other law. The Commission shall be composed of seven (7) persons ("Commissioner" or "Commissioners"). Commissioners shall be appointed by the County Council of Summit County, Utah (the " County Council") in accordance with the Act. The exact number comprising the Commission at any particular time shall be determined by the County Council. Commissioners shall be selected from within Summit County as follows: i) Two (2) members shall be two of the five (5) elected County Council members and ii) Five (5) members shall be members at large. Each Commissioner shall reside within the boundaries of Summit County during the term of their appointment. In addition, the Commission may, in its discretion, appoint individuals to serve as non-voting members of the Commission, to serve for such terms as the Commission shall designate. Three (3) of the Commissioners first appointed shall serve for terms of one (1) year and the remaining four (4) Commissioners first appointed shall serve for terms of two (2), three (3), four (4), and five (5) years, respectively, from the date of their appointment. After the first Commissioners are appointed, Commissioners are appointed for a term of office of four (4) years, however, each Commissioner shall hold office until his/her successor has been appointed. No Commissioner shall serve more than three (3) consecutive terms, including portions of unexpired terms. Each Commissioner shall qualify by taking the official oath of office as prescribed by the Act. A certificate of appointment or reappointment of a Commissioner shall be filed with the Secretary of the Authority and considered conclusive evidence of the appointment of the Commissioner.

4.2 **Removal of Commissioners:** Commissioners may be removed from office for inefficiency, neglect of duty, or misconduct in office, by the County Council. A Commissioner may be removed only after a hearing and after having been given a copy of the charges at least ten (10) days prior to the hearing and having an opportunity to be heard in person or by counsel. If a Commissioner is removed, a record of the proceedings, together with the charges and findings, shall be filed in the office of the Summit County Clerk.

4.3 **Vacancies**: Vacancies in the Board shall be filled by appointment by the County Council. Each person so appointed to fill a vacancy shall remain a Commissioner until removed or his/her successor has been appointed by the County Council.

4.4 **Resignation:** Any Commissioner may resign at any time by giving written notice of his/her resignation to the Authority. Any such resignation shall take effect at the time specified therein, or if the time it shall become effective is not specified therein, it shall take effect immediately upon its receipt by the Commission's Secretary, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.5 **General Powers and Duties**: The Commission shall have the complete and exclusive care, custody, and control of the Authority's properties and shall exercise all of the corporate powers subject to the provisions of the Act, other controlling laws of the State of Utah, and these Bylaws, The entire management of the Authority, its affairs and its properties and assets, is vested in the Commissioners, subject only to the provisions of the Act. The Commission shall have the power to decide finally and to effectuate and perform decisions of the Commission regarding to whom, and in what amounts, and at what times, and under what conditions, payments and distributions shall be made in furtherance of the pursuits and objects of the Authority; accordingly, the Commission shall make such contributions, payments and distributions of the Authority's properties, assets, and income as may be decided upon from time to time by a decision of the majority of the Commission as contained in its minutes.

4.6 **Power to Elect Officers:** The Commission shall select, as it deems necessary or advisable, a chair, vice chair, and secretary from among its members.

4.7 **Power to Appoint Other Officers and Agents:** The Commission may employ an executive director, legal and technical experts, and other officers, agents, and employees, permanent and temporary, as it may require, and shall determine their qualifications, duties, and compensation.

4.8 **Delegation of Powers:** The Commission may delegate to one or more of its agents or employees any powers or duties the Authority considers proper.

4.9 **Compensation:** A Commissioner may not receive compensation except necessary expenses, including but not limited to travel expenses incurred in the discharge of the Commissioner' s duties. By resolution of the Commission, the Authority may designate the expenses to be paid to Commissioners.

4.10 **Disclosure of Interest in Project**:

4.10.1 Any Commissioner, officer, or employee of the Authority, who has voluntarily acquired any of the following interests, shall disclose to the Commission, as soon as he/she has knowledge of the interest, the nature and extent of the interest:

4.10.1.1 any present or future interest, direct or indirect, in any project;
4.10.1.2 any present or future interest, direct or indirect, in any property included in or planned to be included in any project;
4.10.1.3 any contract or proposed contract relating to any project; or
4.10.1.4 any other transaction or agreement with the Authority.

4.10.2 The Commission shall enter the particulars of the disclosure into the minutes of the Authority. After a disclosure of interest, the Commissioner, officer, or employee may participate in any discussions concerning proposed Authority action on the property, contract, transaction, or agreement in which he/she has an interest, but the Commissioner, officer, or employee may not vote on any such action proposed by the Authority regarding that property, contract, transaction, or agreement. In addition to the above restrictions, no member of a participating household in an Authority project may be a member of the Commission. A Commissioner may not be employed by the Authority in any capacity until at least one (1) year following such Commissioner's term expiration date. Commissioners, officers, and employees of the Authority are not "public officers" for purposes of Utah Code, Title 67, Chapter 16, "Utah Public Officers' and Employees' Ethics Act."

ARTICLE V
OFFICERS

5.1 **Commission Officers:** The Officers of the Authority shall be a Chair, a Vice Chair and a Secretary, each of whom shall be elected by the Commission. Such other Officers and Assistant Officers as may be deemed necessary may be elected or appointed by the Commission. The Commission may delegate to any officer of the Authority or any committee of the Commission the power to appoint, remove and prescribe the duties of other officers, assistant officers, agents and employees.

5.2 **Election and Term of Office**: The Officers of the Authority to be elected by the Commission shall be elected annually by the Commission at the Annual Meeting of the Commission described in Article VI. If the election of Officers is not held at such meeting, such election shall be held as soon thereafter as convenient. Each Officer shall hold office until his/her successor has been duly elected or until his/her death, or until he/she shall resign or shall have been removed in the manner provided above.

5.3 **Vacancies:** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Commission for the unexpired portion of the term.

5.4 **The Chair:** The Chair shall serve as the Chair for a term not to exceed two (2) years and shall serve for the duration of the appointment. The Chair shall, unless otherwise specified by the Commission, in general supervise and control all the business and affairs of the Authority, including the hiring of staff personnel. The Chair shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chair shall sign all contracts, deeds, and other instruments made by the Authority. The Chair shall, in general, perform all duties incident to his/her office and such other duties as may be prescribed by the Commission from time to time.

5.5 **The Vice Chair:** The Vice Chair shall automatically become the Chair at the expiration of the Chair's term or if the Chair position becomes vacant at any time. The Vice-Chair shall serve as the Vice-Chair for a term not to exceed two (2) years and shall serve for the duration of the appointment. In the absence of the Chair, or in the event of his/her death, inability, or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have the powers of, and be subject to all the restrictions upon the Chair. The Vice-Chair shall perform such other duties as from time to time may be assigned to him/her by the Chair.

5.6 **Temporary Chair:** If a quorum is present at any meeting, but both the Chair and the Vice-Chair are absent, the Commissioners present shall select one of the present Commissioners as temporary Chair for the meeting. The temporary Chair shall have all powers and duties of the Chair with respect to the meeting.

5.7 **The Secretary:** The Secretary shall keep the minutes of the meetings of the Commission; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the records of the Authority and of the seal of the Authority and see that the seal of the Authority is affixed to all documents, the execution of which on behalf of the Authority under its seal is duly authorized; keep a register of the mailing address of each Commissioner; and in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the Chair or by the Commission.

5.8 **Executive Director:** The Commission may employ an Executive Director to act as chief operating officer, and to manage ongoing operations of the Authority, subject to the supervision of the Commission. The Commission may delegate such duties to the Executive Director, as it may determine from time to time, whether general or specific.

ARTICLE VI
MEETINGS

6.1 **Regular Meetings:** Unless otherwise determined by the Officers, the Commission shall meet at least ten (10) times each year, at a time and place determined by the Chair, upon written notice of the hour, date and place of meetings to each Commissioner not less than seven (7) days before the meeting date. Public notice shall be given in accordance with the provisions of the Utah Open and Public Meetings Act, Title 52, Chapter 4 (as amended).

6.2 **Annual Meeting**: One of the regular meetings of the Commission described above shall be designated as the Annual Meeting for the purposes of organization, election of officers, and the transaction of other business.

6.3 **Emergency Meetings**: Emergency meetings may be convened as allowed by the Utah Open and Public Meetings Act, Title 52, Chapter 4 (as amended).

6.4 **Special Meetings:** Special meetings may be called by the Chair or any three (3) or more Commissioners, upon written notice thereof, signed by the Chair and the Secretary.

6.5 **Closed Meetings:** Closed meetings of the Commission shall be authorized in accordance with the provisions of the Utah Open and Public Meetings Act, Title 52, Chapter 4 (as amended).

6.6 **Place of Meetings**: Meetings of the Commission may be held anywhere within the area of operation of the Authority or within any area in which the Authority is authorized to undertake a project.

6.7 **Open and Public Meetings Law**. Public notice shall be given of all meetings of the Commission in accordance with the provisions of the Utah Open and Public Meetings Act, Title 52, Chapter 4 (as amended) and all provisions of said act shall be complied with by the Commission.

6.8 **Quorum of the Commission**: A majority of the Commissioners constitutes a quorum for the purpose of conducting its business and exercising its powers and for all other purposes notwithstanding the existence of any vacancies. Action may be taken by the Authority upon a vote of a majority of the Commissioners present.

6.9 **Voting**: At any meeting of the Commission, each voting member present at such meeting shall have one vote on any matter. Voting by proxy shall not be permitted.

6.10 **Electronic Meetings**:

6.10.1 The Commission may hold electronic meetings upon request by a member of the Commission made up to three (3) days prior to the meeting, to allow for arrangements to be made for the electronic meeting. An electronic meeting is a meeting conducted by means of a conference using electronic communications. An anchor location is the physical location from which an electronic meeting originates, or the participants are connected. An anchor meeting place shall be established for each electronic meeting. A quorum of the Commission must be present in person at an anchor location and/or by separate electronic connections in order to transact business at the meeting. The number of separate connections for members of the Commission at an electronic meeting shall be restricted to available equipment capacity.

6.10.2 Notice of all electronic meetings shall be given as required by the Open and Public Meetings Act, Title 52, Chapter 4 (as amended). In addition, a notice of all electronic meetings must be given to the Commissioners at least twenty-four (24) hours before the electronic meeting so that they may participate in and be counted as present for all purposes, including the determination that a quorum is present. The Commissioners must also be provided with a description of how the Commissioners will be connected to the electronic meeting. At least one anchor location for any public meeting shall be in the building and political subdivision where the public body would normally meet if they were not holding an electronic meeting. Space and facilities must be provided at the anchor location so that interested persons and the public may attend and monitor the open portions of the meeting. If the meeting includes a public hearing, space and facilities must be provided at the anchor location so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting.

ARTICLE VII
CONTRACTS, LOANS, CHECKS AND DEPOSITS

7.1 **Contracts**: The Commission may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of, and on behalf of, the Authority, and such authority may be general or confined to specific instances.

7.2 **Loans**: No loans shall be contracted on behalf of the Authority, and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Commissioners. Such authority may be general or confined to specific instances.

7.3 **Checks**: All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the Authority shall be signed by such Officer or Officers, agent or agents of the Authority and in such manner as shall from time to time be directed and determined by resolution of the Commissioners

7.4 **Deposits**: All funds of the Housing Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in such banks, trust companies, or other depositories as the Commissioners may select.

ARTICLE VIII
FISCAL YEAR

The fiscal year for the Authority shall be the year beginning on the first day of January and ending on the last day of December of each year.

ARTICLE VIV
INDEMNIFICATION AND INSURANCE

9.1 **Indemnification:** To the extent allowed by law, the Authority shall indemnify any Commissioner, Officer, employee or agent of the Authority against any and all claims and liabilities to which the Commissioner, Officer, employee or agent may become subject by reason of serving or having served as a Commissioner, Officer, employee or agent of the Authority or of any other housing authority at the request of the Authority, or by reason of any action alleged to have been taken, omitted, or neglected as such Commissioner, Officer, employee or agent, and the Authority shall reimburse such person for all attorneys' fees and other expenses incurred in connection with any such claim or liability, except that no such person shall be indemnified against or reimbursed for any expenses incurred in connection with any claim or liability arising out of his/ her own intentional misconduct. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, bylaw, agreement or otherwise.

9.2 **Advances of Costs and Expenses:** The Authority may pay costs and expenses incurred by a Commissioner, Officer, employee or agent in defending a civil or criminal action, suit or proceeding, in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the person that he/she shall repay the amount advanced if it is ultimately determined that he/she is not entitled to be indemnified by the Authority as authorized by these Bylaws.

9.3 **Insurance**: The Commission may, at its discretion, purchase and maintain insurance on behalf of the Commissioners, Officers, employees and agents, and former Commissioners, Officers, employees and agents, against any liability or settlement based upon asserted liability incurred by them by reason of being or having been Commissioners, Officers, employees or agents of the Authority, whether or not the Authority would have the power to indemnify them against such liability or settlement under the provisions of applicable law.

9.4 **Personal Liabilities of Commissioners and Officers:** To the extent allowed by law, no Commissioner or Officer of the Authority shall be personally liable to the Authority for civil claims arising from acts or omissions made in the performance of his/ her duties as a Commissioner or Officer, unless the acts or omissions are the result of his/her intentional misconduct.

ARTICLE X
MISCELLANEOUS

10.1 **Strategic Housing Plan**: The County Council, with the assistance of the County's Community Development Department and Economic Development & Housing Director, shall review and approve a Strategic Housing Plan for the Housing Authority, which plan shall be implemented by the Board of the Authority.

10.2 **Annual Report**: At least once a year, the Commission shall prepare and present to the County Council a report of its activities for the preceding year and make recommendations with reference to additional legislation or other actions considered necessary to carry out its purposes under the Act.

10.3 **Interpretation**: The captions which precede the various portions of these Bylaws are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any provision contained in these Bylaws shall not affect the validity or enforceability of the remainder hereof.

10.4 **Amendments to Bylaws**: These Bylaws may be amended through future resolution of the County Council.

As of the 18th day of March 2026, the County Council of Summit County adopted the foregoing Bylaws for the Summit County Housing Authority.

Chair of the Summit County Council

By: _____

Title: Chair

Staff Report

MEETING DATE: June 24, 2026

TO: Summit County Council

SUBJECT: Summit County Housing Authority Strategic Plan

STAFF/PRESENTERS: Maddy McDonough
mmcdonough@summitcountyutah.gov

BACKGROUND

The Summit County Housing Authority was established in December 2024 by Resolution 2024-30, a resolution "recognizing that the need for affordable housing exists across Summit County." The first meeting of the Board of Commissioners was in June 2025.

The bylaws of the Summit County Housing Authority have been amended twice. The most updated version of the bylaws is included in Attachment 1.

Article X of the Summit County Housing Authority bylaws indicates the following:

> 10.1 **Strategic Housing Plan**: The County Council, with the assistance of the County's Community Development Department and Economic Development & Housing Director, shall review and approve a Strategic Housing Plan for the Housing Authority, which plan shall be implemented by the Board of the Authority.
>
> 10.2 **Annual Report**: At least once a year, the Commission shall prepare and present to the County Council a report of its activities for the preceding year and make recommendations with reference to additional legislation or other actions considered necessary to carry out its purposes under the Act.

STRATEGIC PLAN

The attached strategic plan (Attachment 2) was drafted by staff, reviewed by the Community Development Director and Economic Development and Housing Department, and vetted by the Housing Authority Board. This is a living document meant to aid in continuous monitoring of our community's housing need while setting realistic goals with measurable targets. Community partners, including housing non-profits, have also been active in the drafting and revision process to ensure that our collective limited resources are being well-allocated. The

Council will note that there are updated projected need numbers in the County Context and Data section of the plan. These projections are based on a new model developed by the Economic Development and Housing Department that can be presented to Council at a future meeting.

Recommended Action
Staff recommends that the Summit County Council review the Summit County Housing Authority Strategic plan and approve it.

ANNUAL REPORT
Because the strategic plan has yet to be approved, this year's annual report will consist of a review of progress made by the Authority to date, including progress towards the goals stated in the 2026 budget request process.

The strategic plan included in the packet identifies the status of all phase one strategies beginning on PDF page 21.

The Housing Authority's year 1 goals included:

1. Complete a utility allowance study
    a. COMPLETE: This study was completed for 2025 and updated for 2026. It is available for developers, property managers, and any other interested parties.
2. Improve access to information via improved data, visualizations, and information.
    a. Website improvements
        i. IN PROGRESS: More information and data are being added as resources are developed and partnerships are strengthened.
    b. Informative and illustrative articles
        i. COMPLETE (ongoing): New articles are available monthly via the Summit County newsletter and the Housing Authority webpage.
    c. Create a housing and economic development dashboard
        i. IN PROGRESS: This project kicked off on June 16 and a draft dashboard will be completed by July 6.
    d. Speaker Series
        i. COMPLETE (ongoing): Two of four scheduled events have been held, 'Transportation and Housing' and 'Open Space and Housing.' The remaining two for 2026 are:
            1. 'Housing and Seniors:' September 15 at Kamas Library
            2. 'Housing and Workforce:' November 17 at Richins
    e. Land Prioritization Map
        i. COMPLETE: This tool allows us to identify parcels of land that are most suitable for affordable housing scoring key qualities like proximity to transit, employment hubs, recreation, schools, etc.
3. Draft a strategic plan addressing short and long-term goals
    a. COMPLETE: Discussed above.
4. Establish incentives for the creation and maintenance of affordable housing
    a. Emergency Rental Assistance Grant:

i. COMPLETE (ongoing): The grant application went live on June 17, applications are due July 8, and funds will be awarded on July 20.

b. Pre-Approved ADU Plans:
   i. IN PROGRESS: The RFP for pre-approved ADU construction plans will be live imminently.

c. Incentives for deed restricted ADUs
   i. IN PROGRESS: In addition to pre-approved plans, the Housing Authority plans to pilot incentives for deed restricted ADUs in order to offset the cost of construction or conversion.

Budget

TOTAL	**$349,280**
Training	$3,200
Materials/Marketing	$950
Utility Allowance Study	$5,600
REMAINING	**$339,530**
RFQ ADUs	$85,000
ERA Grant Pilot	$150,000
ADU Incentive Pilot	$100,000
Contingency	*$4,530*

Legislation and Actions

As per 10.2 of the Authority bylaws, the Housing Authority will "make recommendations with reference to additional legislation or other actions considered necessary to carry out its purposes under the Act" during its annual report to the County Council.

Based on the goals and strategies listed in the strategic plan, the Authority recommends the following:

- **Legislation**: Adopt a Small Lot Residential Zone that prioritizes housing that is affordable by design by mandating smaller lot sizes and smaller footprint homes.
  - IN PROGRESS
- **Legislation**: Adopt an Affordable Housing Overlay Zone that incentivizes the creation of affordable homes by offering incentives like density bonuses, height allowances, or reduced parking requirements in targeted areas. If desired, eligible areas could be identified on the Future Land Use Maps.
  - NOT STARTED
- **Legislation**: Adopt revisions to Chapter 5 of the Snyderville Basin Development Code that clarify County policies surrounding affordable housing.
  - NOT STARTED
- **Action:** Continue to fund and, as possible, increase funding for the Summit County Housing Authority.

- **Action:** Lend support to the Housing Authority by attending events such as the upcoming Speaker Series.

REQUESTED DIRECTION

1. **When and how would the County Council like updates from the Housing Authority?** Staff proposes an annual report presentation in June and a memo in February, along with time sensitive updates as needed.
2. **In the SCHA Specific Measures section (page 16), the Authority has proposed a manner in which to count the 1,500-unit goal. Any comments on this?**

Attachments

1. Summit County Housing Authority amended bylaws (Resolution 2026-10)
2. Summit County Housing Authority Strategic Plan
    a. Appendix A: Monitoring and Evaluation
    b. Appendix B: Affordable Housing Terms Glossary

Appendix A: Monitoring and Evaluation

Phase 1

Phase 2

Phase 3

Ongoing

Goal/Strategy	Status	Notes	Next Steps
Goal 1: Increase the supply of deed restricted affordable housing by 1,500 units by 2036, with a focus on housing diversity, in order to increase equity, reduce cost-burdened households, promote a locally housed workforce, and accommodate greater housing choice.			
Strategy 1.1: Support new construction projects by actively partnering with private developers to build new affordable and mixed-income housing projects throughout the County, particularly near employment centers and transit corridors.			
Strategy 1.2: Support new construction projects by exploring and promoting innovative construction methods like modular and factory-built housing to reduce cost and timeline.			
Strategy 1.3: Promote a mix of housing types, including apartments, townhomes, accessory	In progress		

dwelling units, and smaller single-family homes by crafting and advocating for development code changes that allow for more by right uses and higher densities.			
Strategy 1.4: Promote the creation of affordable rental units by incentivizing the construction of accessory dwelling units through preapproved ADU plans and cost reimbursements.	In progress		
Strategy 1.5: Facilitate the conversion and preservation of affordable units by acquiring, rehabilitating, and deed restricting units in targeted areas.			
Strategy 1.6: Develop a program to "buy down" units to make them affordable to AMIs between 40 and 50%.			
Strategy 1.7: Encourage employer assisted housing by partnering with major employers to develop housing solutions for their employees, potentially through master leasing, development partnerships, and/or buyer assistance programs.			
Strategy 1.8: By December 2027, develop and pilot a buyer assistance program for households earning 80% or less of the AMI.	Not yet started		

Strategy 1.9: By June 2026, develop and pilot an assistance program aimed providing rental support for those working in the community and making 60% AMI or less.	In progress		
Strategy 1.10: By November 2026, conduct a survey of households containing at least one individual working full time in Summit County to gather data regarding gross household income.	In progress		
Strategy 1.11: Explore programs to limit the number of short-term rentals in order to mitigate neighborhood disruption, preserve long-term housing availability, and increase long term rental stock.	In progress		
Strategy 1.12: Based on the results of community engagement, develop a policy to promote appropriate options for affordable senior housing in targeted locations across Summit County.			
Strategy 1.13: Collaborate with County departments and non-profits to define the Housing Authority's role in addressing homeless prevention, transitional housing, permanent supportive housing, and deeply affordable housing.			

Goal 2: Leverage public-private land partnerships to develop dense, affordable housing. Reduce sprawl and improve infrastructure efficiency by prioritizing projects that drive community resilience, sustainability, and targeted growth.			
Strategy 2.1: By February 2026, conduct a review of all county-owned and other publicly owned parcels in order to identify those sites most suitable for affordable housing development.	Complete		
Strategy 2.2: Prioritize affordable housing development along existing and planned transit corridors to reduce transportation costs for residents and decrease reliance on cars. Use density, diversity, and design considerations to minimize vehicle miles traveled when considering development proposals.			
Strategy 2.3: Collaborate with Summit County departments, including Community Development and Economic Development and Housing, to develop code amendments that support and incentivize the creation of affordable housing options, including an Affordable Housing Overlay Zone.	In progress		
Strategy 2.4: Explore the possibility of creating a Community Land Trust to allow housing			

structures to be sold independently from the land underneath thus increasing affordability.			
Goal 3: Secure three funding streams or public-private partnerships and collaborate with local nonprofits on two shared initiatives by June 2030.			
Strategy 3.1: Request a consistent local funding source from the Budget Committee and ultimately the County Council.	In progress		
Strategy 3.2: Explore corporate structures to maximize revenue and funding sources.			
Strategy 3.3: Actively seek private donations and philanthropic contributions to the fund, if possible.			
Strategy 3.4: Pursue state and federal funding opportunities when they arise and provide technical assistance to developers and non-profits applying for these grants.			
Strategy 3.5: Attract private capital and impact investors by structuring public private partnerships that offer reasonable return while ensuring long-term affordability.			
Strategy 3.6: Actively explore and advocate for taxing structures that can support affordable housing.			

Goal 4: Reduce barriers to entry to affordable housing by improving access to information, opportunities, and services.			
Strategy 4.1: By July 2026, develop a housing dashboard to provide relevant, updated information often sought out by the community.	In progress		
Strategy 4.2: Streamline County housing regulatory processes by launching a centralized digital information portal by January 2027.	Concept phase		
Strategy 4.3: Educate the community about the purpose and mission of the Housing Authority and direct all affordable housing questions to the housing authority first. Maintain a user-friendly and informative website.	In progress		
Strategy 4.4: Continually assess the effectiveness of existing housing programs and policies and adjust as needed based on market conditions, community feedback, and annual policy review.			
Strategy 4.5: Research the cost/benefit of conducting sales, rentals, and monitoring of affordable units in-house as opposed to contracting the work out.			

Strategy 4.6: Provide continuous education for the Housing Authority Board of Commissioners in order to increase understanding and effectiveness.			
Strategy 4.7: Provide feedback and high-level policy recommendations in response to drafted development code amendments that support the creation of affordable housing.			
Goal 5: Foster community support by launching a public awareness campaign aiming for a 20% increase in stakeholder engagement by June 2027.			
Strategy 5.1: Create and annually update a SCHA communications plan.	Complete		
Strategy 5.2: Design and implement an education and marketing campaign, including a quarterly speaker series, to address misconceptions about affordable housing by demonstrating the economic and community benefits of well-designed and located affordable housing.	Complete		
Strategy 5.3: By December 2026, curate a collection of testimonials or success stories highlighting the positive impact of affordable housing on community members and the community as a whole.	In progress		

Strategy 5.4: Enhance collaboration between Summit County and incorporated cities (Park City, Henefer, Coalville, Oakley, Kamas, Francis), housing organizations, non-profit developers, private developers, and community organizations by creating a centralized information system and, when appropriate, forming collaborative agreements.	In progress		
Strategy 5.5: Leverage the local Chambers of Commerce to advocate for improved zoning, expedited permitting, staff housing near workplaces, and reduced regulatory barriers.			
Strategy 5.6: Design and implement a “best practices” and policy guide for engaging in local government processes as a community and business member.	In progress		
Strategy 5.6: Incorporate community feedback into the design and location of new affordable housing developments to ensure that these projects integrate into existing communities.			

Appendix B: Affordable Housing Terms

Updated April 2026

Accessory Dwelling Unit (ADU)

A smaller, independent residential dwelling unit located on the same lot as a single-family home. More information. Summit County limits the size of most Accessory Dwelling Units to 1,000 square feet.

Affordability Gap

The difference between the cost of housing and what low- and moderate-income households can afford.

Affordable Housing

Housing units built or operated under federal, state, or County government programs, including government ownership and subsidized financing; or by the private sector under a government requirement. Affordable housing programs are designed to serve people with varying incomes, typically up to 80 percent of the Area Median Income (AMI).

According to HUD, affordable housing is defined as housing where the gross housing costs, including utilities, do not exceed 30% of a household's gross monthly income.

Area Median Income (AMI)

Area Median Income (AMI) is calculated annually by the U.S. Department of Housing and Urban Development (HUD). The household income for the median/'middle' household in a given region. The middle or median income of an area is utilized to benchmark income levels and highlight the need for programs or services within a given community. The income benchmarks are calculated and adjusted based on family/household size. Therefore, a single individual will have a lower income threshold than a family of 4.

General terms/definitions by income level:
Workforce or Attainable Housing = 81% to 120% AMI
Low to Moderate Income = 50% – 80% AMI
Extremely Low to Very Low Income (deeply affordable) = 30% – 50% AMI

Affordable Unit Equivalent (AUE)

A metric used to standardize different types of affordable housing into simple, comparable values. Each unit type is assigned a value and different conditions lead to the establishment of a required AUE amount. In Summit County, a two-bedroom unit is worth 1 AUE. A one-bedroom is worth less and a 3 bedroom is worth more.

Attainable Housing

Typically used to described housing affordable to households earning 80-120% of the Area Median Incoe. In Utah Code 51-12-101 and 63H-8-501, this is defined as for sale homes not exceeding a purchase price of $450,000.

BANANA

An acronym for “Build Absolutely Nothing Anywhere Near Anything.”

Bond Financing

Involves state or local governments issuing bonds to raise money for building or rehabilitating affordable rental housing or providing low-cost mortgages. These bonds, often called housing bonds, are typically tax-exempt, meaning investors don't pay federal income tax on the interest they earn, which allows governments to borrow money at lower interest rates. This, in turn, reduces the cost of housing for low- and moderate-income individuals and families.

Brownfield

Abandoned, idled, and underused industrial and commercial facilities where expansion and redevelopment is burdened by real or potential environmental contamination.

Census Tract

A small, relatively permanent statistical subdivision of a county or statistically equivalent entity, delineated for data presentation purposes by a local group of census data users or the geographic staff of a regional census center in accordance with Census Bureau guidelines.

Center

An area within a community that contains a mix of uses (live, work, and play), is more intense in development than the surrounding area/neighborhoods, and has transportation choices and connectivity that give people access to opportunities.

Certificate of Occupancy

A document that indicates that a building complies substantially with the applicable building codes, plans and specifications that have been submitted to, and approved by, the local authority.

Clustered Development

An optional development technique under zoning and subdivision regulations that allows residential dwellings to be placed on smaller than usual lots that have been grouped or clustered in order to leave some land undivided and available as common area or open space.

Community Development Block Grant (CDBG)

A program that provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

The State of Utah Community Development Block Grant program provides grants to cities of fewer than 50,000 people and counties of fewer than 200,000. The purpose of

the small cities program is "to assist in developing viable communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate incomes."

Community Land Trust (CLT)

A non-profit organization that acquires and holds land, often in perpetuity, to provide permanently affordable housing. It separates the ownership of the land from the ownership of the structures built on it. This allows CLT's to offer homes at below-market prices and ensures that the affordability is maintained over time, often through mechanisms like long-term ground leases.

Cost Burdened

When a household spends more than 30% of its income on housing.

Deed Restrictions

Legal agreements that limit the use or resale of a property, often used to maintain affordability or prevent speculation.

Density

A measure of the amount of development on a property. Density is often expressed as the number of residential units per acre of land (or another unit of measure), or the total amount of residential or commercial square footage on a property. When expressed as the ratio of residential or commercial square footage to square footage of lot area, it is called Floor Area Ratio (FAR).

Department of Housing and Urban Development (HUD)

An executive department of the U.S. federal government that provides housing support and promotes fair housing laws.

Easement

A contractual agreement to gain temporary or permanent use of, and/or access through, a property. Permanent easements should be shown on a subdivision record plat.

Entitlement

Refers to a legally established right to develop, occupy, or use a property, typically as determined through zoning laws, property rights, or contracts.

Fair Housing Act

1968 act (amended in 1974 and 1988) providing the HUD Secretary with fair housing enforcement and investigation responsibilities. A law that prohibits discrimination in all facets of the homebuying process on the basis of race, color, national origin, religion, sex, familial status, or disability.

Fair Market Rent (FMR)

Primarily used to determine payment standard amounts for the Housing Choice Voucher program, to determine initial renewal rents for some expiring project-based Section 8 contracts, to determine initial rents for housing assistance payment contracts in the Moderate Rehabilitation Single Room Occupancy program, and to serve as a rent ceiling in the HOME rental assistance program.

Gap Financing

Refers to short-term financing used to bridge the financial gap between the total cost of a project and the available funding, allowing developers to move forward with construction or rehabilitation of affordable housing units. This financing often comes in the form of loans or subsidies that cover the difference, enabling projects to proceed despite funding shortfalls.

Green Infrastructure

An approach to water management that protects, restores, or mimics the natural water cycle. The range of measures that use plant or soil systems, permeable pavement or other permeable surfaces or substrates, stormwater harvest and reuse, or landscaping to store, infiltrate, or evapotranspirate stormwater and reduce flows to sewer systems or to surface waters. More info from the EPA.

Gross Household Income

The combined total of all income earned or received by everyone living in a single housing unit, calculated *before* taxes, health insurance premiums, retirement contributions, or other payroll deductions are taken out.

Homeless

A person who lacks a fixed and regular nighttime residence. The general public tends to think of "homeless" as persons living on the streets, whereas it can include persons living involuntarily with a friend or family member, living in a car, etc.—anyone without a fixed address.

HOME Program

Provides federal funding to state and local governments to create affordable housing for low-income individuals and families. This program supports a variety of activities, including new construction, rehabilitation of existing homes, and tenant-based rental assistance, with a focus on meeting local housing needs. At least 90% of the units assisted with HOME funds must be for households earning less than 60% of the area median income (AMI), with the remainder for those below 80% of AMI

Household

The U.S. Census Bureau defines a household as all people who live in a housing unit, such as an apartment or house, as their primary residence. This includes people who are related by family, and unrelated people who share the housing unit, such as employees,

foster children, or lodgers. A household can also be made up of a single person or a group of unrelated people, such as roommates or partners.

Housing Choice Voucher

Previously known as Section 8, Housing Choice Voucher is a federal rental assistance program designed to help low-income families, the elderly, and people with disabilities afford safe and decent housing. It allows participants to choose their own rental units from the private market, and the voucher subsidizes a portion of the rent.

Housing First

An innovative approach to ending chronic homelessness in which people are provided rapid access to low-cost apartments, with vital medical, mental health and other support services available on site.

HTRZ

Stands for Housing and Transit Reinvestment Zone. It's a designation in Utah that allows local governments to use a portion of local tax revenue to support development near public transit stations. This initiative aims to encourage mixed-use development, increase affordable housing, improve air quality by reducing vehicle trips, and enhance transportation infrastructure.

Impact Fee

A charge collected to help pay the costs of providing public facilities in designated areas. The fee is generally collected at the time of building permit.

Inclusionary Zoning

A land-use policy that requires developers to include a certain percentage of affordable housing units in new residential developments. These affordable units are typically offered at below-market rates, either through rental or purchase options, to households with low or moderate incomes.

Infill Development

The process of developing vacant or redeveloping underused land within existing urban areas, often as a means to increase housing density and reduce urban sprawl.

Infrastructure

The built facilities, generally publicly funded, that are required to serve a community's development and operational needs. Infrastructure includes roads, water supply systems, and sewer systems.

Intensity

The degree to which land uses generate traffic, noise, air pollution, and other potential impacts.

Land Banking

The practice of acquiring and holding land for future development, often used to secure land for affordable housing before it is developed.

Land Use

The types of buildings and activities that exist in an area or on a specific site. Zoning regulates existing and future land uses.

Land Use Development and Management Act (LUDMA)

The governing law for municipalities in Land Use. Authorizes land use regulation to city or county council. Mandates the creation of planning commission, land use authorities, appeal authorities, and land use general plan. County LUDMA is contained within Utah Code Title 17, Chapter 79. Counties and Housing Supply are addressed in Title 17, Chapter 80.

Low-Income Housing Tax Credit

A federal program that incentivizes developers to build or rehabilitate affordable rental housing for low-income individuals and families. It does this by providing a tax credit, typically claimed over a 10-year period, which reduces the developer's federal income tax liability. In return, developers agree to rent a portion of the units to low-income tenants for a specified period, usually 15 or 30 years.

Market Rate Rent

The prevailing monthly cost for rental housing. It is set by the landlord without restrictions.

Missing Middle Housing

A term popularized by Opticos/Dan Parolek, that refers to multi-unit, low-rise housing comparable in feel to single-family homes at a middle scale between lower-density detached single-family houses and higher-density multifamily complexes. Because this type of development is scarce in many communities, it is referred to as “missing middle.” It is critical to note that missing middle housing types will look different in every community, as a key component of their placement is being designed to fit into and enhance existing communities. However, common examples include cottages, bungalows, courtyard apartments, duplexes, triplexes, fourplexes, townhouses, and live-work units.

Mixed Use Development

The integration of different, usually compatible or mutually supportive, land uses on a site. Uses may share parking and access.

Median Income

This is a statistical number set at the level where half of all households have income above it and half below it. The U.S. Department of Housing and Urban Development

Regional Economist calculates and publishes this median income data annually in the Federal Register.

Metropolitan Planning Organization (MPO)

A federally mandated and federally funded transportation policy-making organization that is composed of representatives from local government and governmental transportation authorities. They were created to ensure regional cooperation in transportation planning. MPOs were introduced by the Federal-Aid Highway Act of 1962, which required the formation of an MPO for any urbanized area (UZA) with a population greater than 50,000. Federal funding for transportation projects and programs are channeled through this planning process. MPOs are meant to ensure that existing and future expenditures of governmental funds for transportation projects and programs are based on a continuing, cooperative, and comprehensive ("3-C") planning process.

Moderate-Income Housing Plan (MIHP)

Utah Code 10-9a-408 requires certain municipalities and counties to include an MIHP element in their general plan. Cities and counties must outline their preferred strategies and implementation progress toward advocating for long-term affordability and preservation.

Modular Housing

Housing built using prefabricated components that are assembled on-site, often used for both affordable and emergency housing. Modular housing units must be connected to a foundation.

Mountainland Association of Governments (MAG)

Designated as the Association of Governments for Summit, Utah, and Wasatch counties. Areas of emphasis include Informed Aging, Community & Economic Development and Planning for Growth.

Multi-Family Dwelling

A dwelling unit in a structure containing three (3) or more dwelling units sharing common horizontal floors/ceilings, but not including hotels and lodges.

Naturally Occurring Affordable Housing (NOAH)

Existing market-rate housing that is affordable to low- and moderate-income households without government subsidies.

NIMBY

An acronym for “Not In My Back Yard.”

Node

A physical focal point of a community activity, often an intersection of roads or a concentration of buildings.

Olean Walker Housing Fund (Utah)

The Olene Walker Housing Loan Fund (OWHLF) supports quality affordable housing options that meet the needs of Utah's individuals and families. We develop housing that is affordable for very low-income, low-income and moderate-income persons as defined by the Department of Housing and Urban Development (HUD). HUD updates program rent and income limits annually.

Overlay Zone

A mapped zone that imposes a set of requirements or restrictions in addition to those of the underlying zoning district (base zone). Land is developed under the conditions and requirements of both the base zone and the overlay zone.

Permanent Supportive Housing

A combination of affordable housing and support services designed to help individuals and families with disabilities or chronic illnesses, particularly those experiencing homelessness, live independently.

Progressive Property Tax

Tax system that increases the tax rate on higher-value properties, often used to discourage land speculation and promote affordable housing.

Public Housing

Housing owned and managed by a local housing authority, often with rent based on income.

Public Housing Authority

State, county, municipality or other governmental entity or public body or agency or instrumentality of these entities that is authorized to engage or assist in the development or operation of low-income housing under the United States Housing Act of 1937 in accordance with 24 CFR §5.100.

Public-Private Partnerships (P3s or PPPs)

Collaborative agreements between government agencies and private developers to fund and build affordable housing projects.

Redevelopment/ Infill

This refers to the rules under which abandoned or underused property is redeveloped. This topic includes inner city redevelopment, single lot infill, and brownfields redevelopment, as well as the process for obtaining the state and local government authorization to proceed with such work.

Redlining

A discriminatory practice that consists of the systematic denial of services such as mortgages, insurance loans, and other financial services to residents of certain areas

based on their race or ethnicity. Redlining disregards an individual's qualifications and creditworthiness to refuse such services solely based on residency in minority neighborhoods, which were also often deemed "hazardous" or "dangerous."

Rental Assistance

Programs that provide support to low-income households by helping them pay rent. These programs offer a monthly subsidy to cover the gap between what the household can afford (usually around 30% of their income) and the actual rent.

Rent Burdened

Defined as those spending more than 30% of their gross income on rent and utilities. Those spending over 50% are considered severely rent-burdened.

Restrictive Use Covenant

A provision in a real property conveyance that limits the grantee's use of the property. The beneficiaries of a restrictive covenant obtain rights from such covenants, and this may be the parties who agreed to the restrictive covenant or adjunct property owners who benefit from the restrictive covenant.

SRO

Single room occupancy units. The traditional SRO unit is a single room, usually less than 100 square feet, designed to accommodate one person. Amenities such as a bathroom, kitchen or common areas are located outside the unit and are shared with other residents. Often, SROs can be found in renovated hotels or motels.

Starter Home

Defined by the Utah Housing Strategic Plan as a new construction home, for sale at $450,000 or below.

Subsidized Housing

A type of affordable housing where the cost of rent is reduced, typically through government or private organization assistance, for low-income individuals and families. This assistance can come in the form of direct rent payments to landlords or through programs that calculate rent based on a tenant's income, often around 30% of their monthly income, with the subsidy covering the remaining cost.

Tax Increment Financing (TIF)

A land development financing tool to promote economic development at the local government level by earmarking property tax revenue from increases in assessed values within a designated district for the provision of infrastructure needed within that designated district.

Transfer of Development Right (TDR)

A zoning technique that conserves land by redirecting development that would otherwise occur on the land (the sending area) to a receiving area suitable for denser development. The technique operates so that owners in the sending area can be compensated for their redirected development rights. More.

Transitional Housing

A type of affordable housing that provides temporary shelter and supportive services to individuals and families experiencing homelessness, aiming to help them transition to permanent housing.

Transit-Oriented Development (TOD)

A transit-oriented development is a mixed-use community within a quarter-mile to half mile walking distance of a transit stop and commercial area. TODs have sufficient development density to support frequent transit service and a mix of residential, retail, office, and public uses in a walkable environment, making it convenient for residents and employees to travel by transit, bicycle, or foot.

Town Center

Town centers are similar to downtowns but generally feature less intense development and cover a smaller geographic area. They typically have high- to moderate-intensity residential development, including multi-family buildings and townhouses, and retail (existing or planned). Town centers share the following characteristics: a regional or neighborhood-serving retail node with housing and other uses; medium to high levels of pedestrian and bicyclist activity; medium levels of existing or planned transit service; a street grid that ties into the surrounding streets; continuous building frontage along streets, with some curb cuts; a mix of structured and underground parking as well as surface parking lots.

Unsheltered Homeless

Refers to homeless individuals who live outside or in a building not intended for human habitation, or in which they have no legal right to occupy.

Vacancy Rate

The percentage of unoccupied units in a particular rental building or complex. A desirable low vacancy rate is generally considered to be 5% and factors for recently-vacated units beings prepared for the next occupants. Generally, in boom times, vacancy rates fall; while in recessions, vacancy rates rise. Low vacancy rates often are a signal for market providers to raise rents.

Wasatch Choice Vision

A shared regional vision, developed by public and private sector stakeholders, for coordinated transportation investments, development patterns, and economic

opportunities on Utah's Wasatch Front and Back. The Wasatch Choice Vision includes a map and key strategies for enhancing quality of life as Utah grows.

Water-Efficient Landscaping

A term used for low-water requirement landscaping. Also known as localscaping, xeriscaping, or water-wise landscaping.

Workforce Housing

Housing that is typically intended to be affordable to households earning between 80 and 120 percent of the area-wide median income. In Summit County, the workforce typically makes between 30 and 50% of the AMI.

Zoning

Legislative act of designating areas of a city or county into areas (or zones) that specify allowable uses for real property and size restrictions for buildings within these areas.

Zoning might be broken down into four categories:

- Functional: Zones defined according to use, residential, commercial etc
- Form Based: Defined by physical characteristics, such as mass, height and scale
- Intensity: Divided by relative densities such as DU/AC or FAR
- Incentive: Increase in development rights in exchange for public benefits

Zoning Incentives

Changes in zoning laws or the introduction of incentives (e.g., density bonuses, relaxed parking requirements) to encourage developers to include affordable housing.

Memorandum:

Date: June 24, 2026
To: Council Members
From: Shayne Scott
Re: Recommendation to appoint members to Summit County Heritage and Landmark Commission

Advice and consent of County Manager's recommendation to appoint Richard Bullough, Charity Richins, and Kendall Kelley to serve on the Summit County Heritage and Landmark Commission. Terms of service will expire October 31, 2028.

SUMMIT COUNTY HERITAGE AND LANDMARK COMMISSION

3-year terms expiring October 31st of each year
No more than three consecutive terms

NAME	EMAIL ADDRESS	ADDRESS	CONTACT NUMBERS	TERM EXPIRES	# of Terms	1st appointed
Derek Siddoway	dsiddoway@summitcountyutah.gov			2025	1	2022
Dalton Gackle	dalton@parkcityhistory.org			2025	1	2022
Margaret Olson Attorney Liaison	molson@summitcountyutah.gov			2025		2022
Jocelyn Scudder	jocelyn@pcscarts.org			2025	1	2022
Joe Frazier Staff	jfrazier@summitcountyutah.gov					2021

Last updated 6/9/26

STAFF REPORT

TO: Summit County Council

FROM: Summit County Auditor's Office

DATE: June 24, 2026

RE: Ratification of 2026 Certified Tax Rates

Executive Summary

- Summit County's taxable value increased from approximately $49.5 billion to $53.3 billion.
- Utah's certified tax rate system adjusts rates downward as taxable value increases, maintaining revenue neutrality except for new growth.
- Staff recommend adoption of the 2026 certified tax rates for the taxing entities under County Council authority.

Understanding the Certified Tax Rate

Certified Tax Rate Formula

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

Key Points About the Certified Tax Rate

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

What It Means for Property Owners

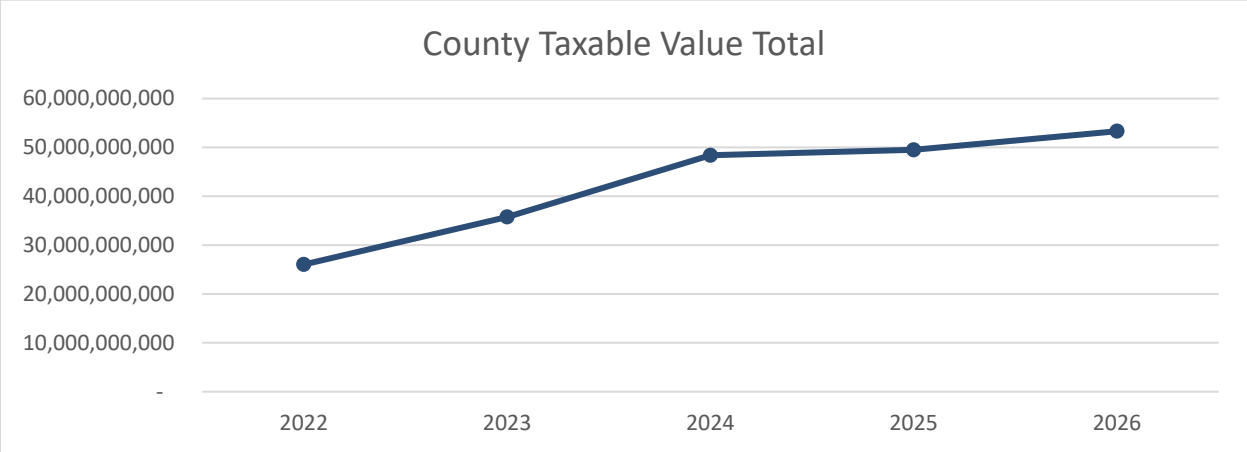
- While property values may rise or fall, Utah's certified tax rate system is designed to keep overall property tax revenues generally consistent from year to year unless a taxing entity adopts a tax increase through Truth in Taxation.
- If property values increase, the tax rate adjusts downward
- If property values decrease, the tax rate adjusts upward

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

Why Growth Affects Revenue

When new development occurs:

- The certified rate is applied to the new growth, generating additional revenue
- Revenue from new growth allows local governments to provide services to newly developed properties without increasing taxes on existing taxpayers through the certified rate process.



County Taxable Value Continues to Grow, Driving Down Tax Rates

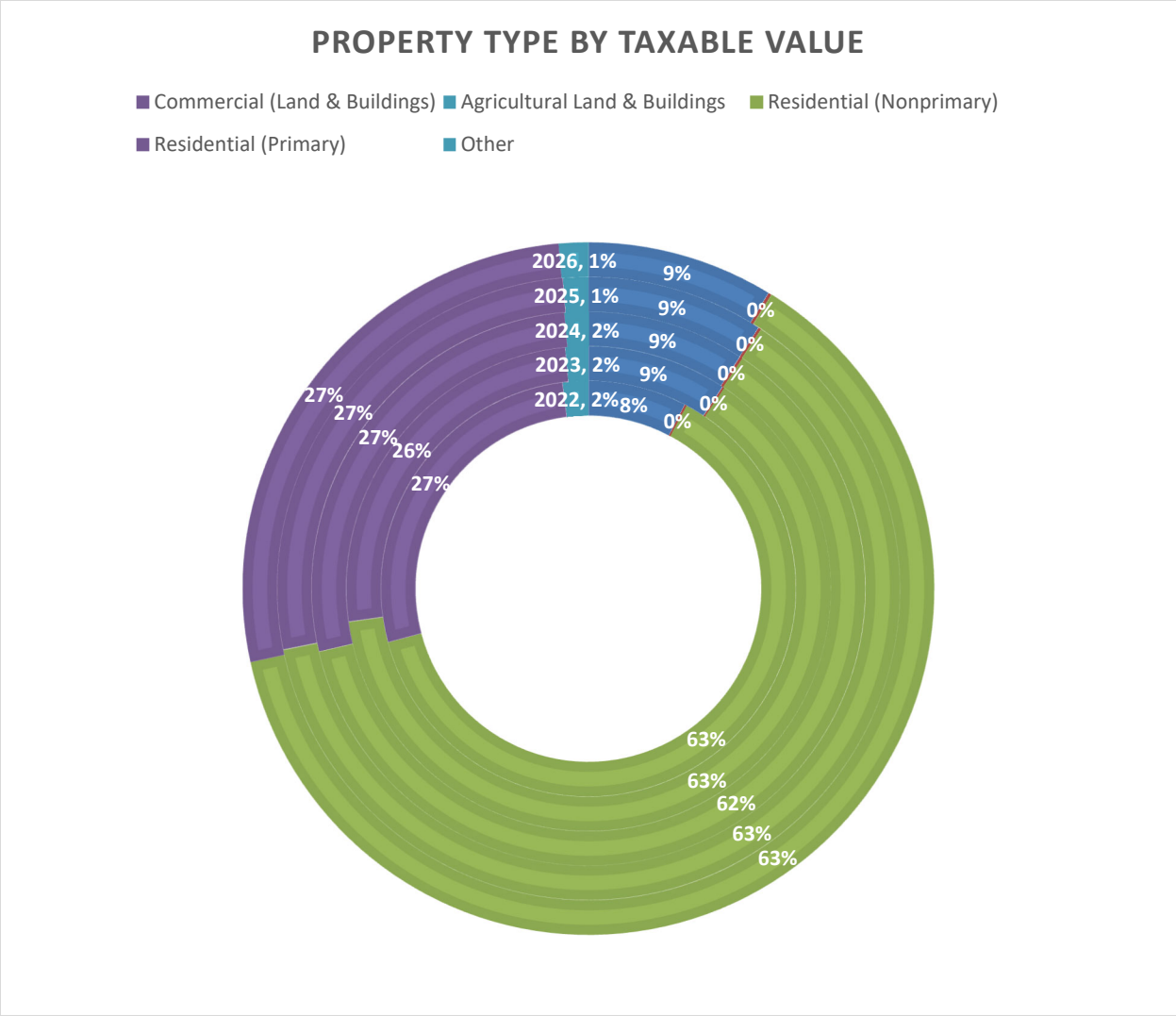
This chart illustrates the steady increase in Summit County's total taxable property value from 2022 through 2026.

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

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

2026 Truth in Taxation Public Hearings

Truth-In-Taxation 2026		If approved, Tax will increase:		2026 Public Hearing Information Let your voice be heard!		
Entity	**Property Type**	**From**	**To**	**Date Time**	**Location**	**Phone**
Henefer Town	Residential:	$139.59	$175.89	**8/20/2026**	150 W Center Street	435-336-5365
CY - $13,473	Commercial:	$253.80	$319.80	7:00 PM	Henefer UT 84033	
Weber Basin Water	Residential:			**8/24/2026**	2837 E Hwy 193	801-771-4356
CY - $?	Commercial:			6:00 PM	Layton UT 84040	
Central Utah Water Conservancy	Residential:			**8/25/2026**	1426 E 750 N	801-226-7100
CY -$?	Commercial:			6:00 PM	Orem UT 84097	



County Property Type by Taxable Value, 2022-2026 – Key Insights

Remarkably stable:

- Residential property (primary + non-primary) has accounted for 89-90% of taxable value every year.
- Commercial holds a steady single-digit share, rising modestly in 2023–25. 2026 resulted in the first commercial taxable value decrease totaling $142MM (3% of total commercial taxable value)
- Stable property class proportions contribute to long-term predictability in the county's tax base.
- Agricultural and “Other” categories remain below 3%.
    - Other is comprised of: Agricultural land that is not used for Ag purposes; Recreation Land; and Centrally Assessed
- Because Utah’s certified-rate law equalizes revenue year-to-year, the larger residential share does not automatically increase total collections; it merely shifts the balance of who pays.

Action Requested

Pursuant to Utah Code Title 59, Chapter 2, the County Council is requested to adopt the certified tax rates for the taxing entities under its authority and authorize the County Auditor to submit the approved rates to the Utah State Tax Commission.

The Summit County Auditor recommends that the County Council:

A. Adopt the 2026 Certified Tax Rates as presented.

B. Chairman sign the individual rate sheets (Form PT-800 for each entity below) and return to the Auditors Office.

Taxing Entity	2026 Certified Tax Rate
Summit County General Fund	0.000459
State (Multi-County) Assessing & Collecting	indicate that you will adopt the certified rate Per STC
County Assessing & Collecting Fund	0.000108
South Summit Cemetery Maintenance District	0.000071
South Summit Fire Protection District	0.000513
North Summit Fire Protection District	0.001097
Summit County Service Area #3	0.000825
Park City Fire Service District	0.000332
Summit County Service Area #5	0.000810
Summit County Service Area #6	0.000304
Wanship Cemetery Maintenance District	0.000008
Summit County Service Area #8	0.000000
SC Mosquito Abatement District	0.000013
Hoytsville Cemetery Maintenance District	0.000023
Summit County Wildland Fire District	0.000122
Snyderville Basin Recreation District	0.000395
North Summit Recreation Special Service District	0.000097
Snyderville Basin Cemetery	0.000022
Municipal Type Service Area	0.000306
Snyderville Basin Recreation Bond A	0.000112
Snyderville Basin Recreation Bond B	0.000077

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

SUMMIT

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
10 General Operations	16,913,597	0.000331
20 Interest and Sinking Fund/Bond	4,184,500	0.000082
50 Tort Liability	204,394	0.000004
190 Discharge of Judgement		
250 Capital Improvements		
540 Health	2,146,136	0.000042
	$23,448,627	**0.000459**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year:** 2026

It is hereby resolved that the governing body of:

MULTICOUNTY ASSESSING & COLLECTING LEVY

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
950 Multicounty Assessing & Collecting		

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

Signature of Governing Chair

Signature: _____ Date: _____

Title: _____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

COUNTY ASSESSING & COLLECTING LEVY

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
955 County Assessing & Collecting	5,523,899	0.000108
	$5,523,899	**0.000108**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

SOUTH SUMMIT CEMETERY MAINTENANCE DISTRICT

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
100 Cemetery	239,305	0.000071
	$239,305	**0.000071**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

SOUTH SUMMIT FIRE PROTECTION DISTRICT

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
70 Fire Protection	1,645,649	0.000513
	$1,645,649	**0.000513**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

NORTH SUMMIT FIRE PROTECTION DISTRICT

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
70 Fire Protection	2,299,952	0.001097
190 Discharge of Judgement	0	0.000000
	$2,299,952	**0.001097**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

SUMMIT COUNTY SERVICE AREA NO. 3

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
190 Discharge of Judgement	0	0.000000
620 Public Streets	597,915	0.000825
	$597,915	**0.000825**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

PARK CITY FIRE SERVICE DISTRICT

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
70 Fire Protection	14,937,218	0.000332
190 Discharge of Judgement		
	$14,937,218	**0.000332**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

SUMMIT COUNTY SERVICE AREA #5

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
570 County Service Area	78,722	0.000810
	$78,722	**0.000810**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

SUMMIT COUNTY SERVICE AREA #6

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
570 County Service Area	1,906,205	0.000304
	$1,906,205	**0.000304**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

WANSHIP CEMETERY MAINTENANCE DISTRICT

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
100 Cemetery	23,094	0.000008
	$23,094	**0.000008**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

SUMMIT COUNTY SERVICE AREA #8

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
570 County Service Area	0	0.000000
	$0	**0.000000**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

SUMMIT COUNTY MOSQUITO ABATEMENT DISTRICT

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
110 Mosquito Abatement	659,153	0.000013
	$659,153	**0.000013**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

HOYTSVILLE CEMETERY MAINTENANCE DISTRICT

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
100 Cemetery	5,481	0.000023
	$5,481	**0.000023**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

SUMMIT COUNTY WILDLAND FIRE SERVICE AREA

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
70 Fire Protection	90,881	0.000122
	$90,881	**0.000122**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

SNYDERVILLE BASIN RECREATION DISTRICT

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
90 Recreation	9,110,178	0.000395
	$9,110,178	**0.000395**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

NORTH SUMMIT RECREATION SPECIAL SERVICE DISTRICT

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
160 Special Service Voted Levy	203,362	0.000097
	$203,362	**0.000097**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

SNYDERVILLE BASIN CEMETERY

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
100 Cemetery	511,286	0.000022
	$511,286	**0.000022**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

MUNICIPAL TYPE SERVICE AREA

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
10 General Operations	6,167,879	0.000228
50 Tort Liability	297,573	0.000011
250 Capital Improvements	1,812,491	0.000067
270 Special School Levy	0	0.000000
	$8,277,943	**0.000306**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

BOND A - SNYDERVILLE BASIN RECREATION DISTRICT

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
20 Interest and Sinking Fund/Bond	2,991,525	0.000112
	$2,991,525	**0.000112**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

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

County: SUMMIT **Tax Year: 2026**

It is hereby resolved that the governing body of:

BOND B - SNYDERVILLE BASIN RECREATION DISTRICT

approves the following property tax rate(s) and revenue(s) for the year: **2026**

1. Fund/Budget Type	2. Revenue	3. Tax Rate
20 Interest and Sinking Fund/Bond	1,699,600	0.000077
	$1,699,600	**0.000077**

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

Signature of Governing Chair

Signature: _____ Date:_____

Title:_____

To: Summit County Council
From: Summit County Grant Coordinator
Date: June 24, 2026
Re: Reconsideration and possible action regarding the 2026 Restaurant Tax Grant Application by North Summit Recreation Special Service District

Background

The North Summit Recreation Special Service District applied for Summit County's 2026 Restaurant Tax Grant requesting $327,598.35 for the Beacon Hill Park Multi-Sport Lighting Improvement Project. The project will enhance recreational opportunities and community use of Beacon Hill Park in Coalville, Utah, by installing a modern, energy-efficient sports lighting system. The Restaurant Tax Advisory Committee unanimously denied the project funding. Council would like to discuss a possible reconsideration of awarding a grant to the project.

Restaurant Tax Advisory Committee Rationale

No.	Applicant	Request	Recommended Amount
RES-20-26	North Summit Recreation – Beacon Hill Sports Complex Lighting	$327,598.35	Not Funded

2026 RATIONALE: North Summit Recreation Special Service District (a government entity) seeks $327,598.35 toward the $427,598.35 Beacon Hill Sports Complex Lighting project—the next phase of the Coalville park's buildout—covering a Musco Sports Lighting LED system (9 poles, 51 luminaires) and Big Country Construction installation (concrete foundations, conduit, three-circuit electrical) serving softball, soccer/multipurpose, pickleball, and basketball surfaces. The committee was unable to allocate the entire amount needed to complete the project. Advises to re-apply with additional sources and intent to complete the complete project in a timely manner.

2026 RECIPIENT RESPONSIBILITIES: Committee Recommends no funding.

PREVIOUS FUNDING (PAST FIVE YEARS): 2023=$264,000; 2024=$39,963; 2025=$100,000

2026 Summit County Restaurant Tax Grant Application

Organization Name: North Summit Recreation

Project Name: Beacon Hill Sports Complex Lighting

Project Manager: Jaycie Diston

Person Authorized to Sign Contract Jaycie Diston:

Person Authorized to Sign Contract Email jdiston@northsummitrec.com

Grant Submitted By: Jaycie Diston

Mailing Address: P.o. Box 783 Coalville, Ut 84017

Phone Number: 435-3366-7322/ Personal Cell: 435-640-4777

Person responsible for grant application: Jaycie Diston

Phone Number: 4356404777

Email: jdiston@northsummitrec.com

Organization's designation (check one): ☐ Non-Profit or ☒ Government Entity

Federal Tax ID Number: 27-1615625

Date of Non-Profit Incorporation: N/A

Amount of this Grant Request: $$327,598.35

Total Annual Operating Budget of Requesting Organization: $286,232.00

****Please follow the chart below regarding the requirements for your financial reporting. This financial reporting must be included in your application****

TOTAL COMBINED AMOUNT OF FEDERAL, STATE AND LOCAL MONEY	TYPE OF REPORT REQUIRED (REMIT WITH APPLICATION)
MORE THAN $1,000,000	AN AUDIT IN ACCORDANCE WITH GENERALLY ACCEPTED AUDITING STANDARDS (GAAS)
BETWEEN $350,000 AND $1,000,000	A REVIEW CONDUCTED BY AN INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT
BETWEEN $100,000 AND $350,000	A COMPILATION OF ACCOUNTS BY AN INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT
BETWEEN $1 AND $100,000	A COPY OF THE ENTITY'S MOST RECENTLY FILED FEDERAL FORM 990
AN AUDIT IN ACCORDANCE WITH GAAS WILL SATISFY ANY OF THE REPORTING REQUIREMENTS ABOVE	

The primary purpose of the Restaurant Tax Grant is to promote tourism as set out by Utah State Statute and the County Council. Minimum requirements for applicants/applications to the Restaurant Tax Grant shall include:

A. The entity applying and receiving the award must be a not-for-profit, government entity, or government subdivision.
B. If funding proposed for an event, the event is strongly encouraged to take place within Summit County. In some cases, events and promotions outside of the County that are promoting tourism within Summit County will be considered.
C. Revenue from the imposition of the taxes may be used for: financing tourism promotion; and the development, operation, and maintenance of: (A) an airport facility, (B) a convention facility, (C) a cultural facility, (D) a recreation facility, or (E) a tourist facility. Note that A-E are defined by title 3, chapter 3, article B of the Summit County Code.
D. Revenue from the tax used for facilities/physical assets shall only be provided to government owned or operated entities and show proof of the ownership/operation in a legal contract as part of the grant request.
E. A suggested minimum grant request is $10,000.

The Summit County Council established the Restaurant Tax Advisory Committee to investigate, advise and recommend the best use(s) of the funds collected from the tax. In making its recommendations to the Summit County Council, the Committee shall place great emphasis on the project's ability to satisfy the basic objective of the program that is, increasing tourism in Summit County from tourists originating outside of the County (Tourism Based). **The Committee will score your application on the following criteria:**

1. Does the project meet the intent and requirements of the State/County Statute and the Restaurant Tax by-laws? (If it does not, then the application will receive no score.)
2. How does the proposal increase tourism in the area, especially overnight visitors?
3. Likelihood of successful completion and the availability of other sources of funding or co-funding.
4. What is the nature of the project? For example, does the project provide a tangible asset or enhance or provide the community, or is it a tourism promotion?
5. The ability to leverage grant funds, other sources of funding, and positive partnerships.
6. Potential for the project to generate more dollars for the fund in the future.
7. Is the proposed event/project a new or seed funding proposal/application?
8. Size of the request related to the amount of sustainable tourism generated (Return on Investment). The World Tourism Organization defines sustainable tourism as "tourism that takes full account of its current and future economic, social and environmental impacts, addressing the needs of visitors, the industry, the environment and host communities".

Applicants may be contacted by a Committee Member(s) for additional clarifying information including financial documentation for the project or organization - such as balance sheets, profit and loss, income statements, and/or available audited financial statements.

All qualifying applicants who meet the established requirements will be asked to make a 10-minute presentation with 5-

minute question and answer session post-presentation. Applicants will be contacted by County staff to schedule the interviews.

What is your organization's mission statement and primary focus?

The North Summit Recreation Special Service District has a mission centered on community wellness and access to recreation. Their mission statement is;

"To provide quality recreational opportunities and facilities that enhance the health, well-being, and quality of life for the North Summit community."

All applications are due on or before 5:00 PM Tuesday, March 31, 2026. Applications along with attachments will be submitted electronically through the Summit County website portal:
https://www.summitcounty.org/868/Restaurant-Tax-Grant

The applicant hereby acknowledges that the submitted information is correct to the best of his or her knowledge. Applicant agrees to allow County to post all information.

Narrative Questions:

1. Describe the proposed project and state the project name. (What do you want to do, how you want to do it, how will it be implemented, key factors to success – use up to two pages):

   The Beacon Hill Park Multi-Sport Lighting Improvement Project is a strategic initiative to enhance recreational opportunities and community use of Beacon Hill Park in Coalville, Utah, by installing a modern, energy-efficient sports lighting system. This project will provide high-quality illumination for the park's softball, soccer, multipurpose field, pickleball courts, and basketball courts, allowing for safe and extended use of these facilities into the evening hours. Currently, limited lighting restricts access to daylight hours, which reduces participation for working families, youth sports programs, and community events. By implementing a professionally engineered lighting system consisting of approximately nine pole structures and 51 LED luminaires, the project will deliver consistent lighting levels exceeding 30 foot-candles across all playing surfaces, ensuring a safe and enjoyable experience for users. The project will be implemented through a coordinated process that includes final engineering design, procurement of a pre-manufactured lighting system, site preparation, installation, and system commissioning. The selected system features factory-built components that are pre-wired, aimed, and tested, ensuring efficient installation and reliable performance. Advanced technologies such as Total Light Control (TLC) will significantly reduce glare and light spill, minimizing impacts on surrounding areas, while integrated remote controls will allow operators to adjust lighting levels based on need, improving energy efficiency. Additionally, the system includes a 25-

year warranty covering materials and maintenance, ensuring long-term cost savings and sustainability. This project aligns strongly with the goals of the Restaurant Tax Grant by increasing tourism, supporting local events, and enhancing economic activity within the community. Improved lighting will enable the park to host evening tournaments, regional competitions, and community gatherings that attract visitors to Coalville, benefiting local restaurants and businesses. Key factors for success include the use of high-quality, low-maintenance infrastructure, strong coordination with local partners and utilities, and the project's ability to significantly expand recreational access. By transforming Beacon Hill Park into a fully functional, all-day and evening recreation destination, this project will contribute to both community well-being and local economic development.

2. Total funding requirement for this project (not the entire organization): $$427,598.35
3. Total dollar amount for this grant request: $$327,598.35
4. Project timetable: Project is expected to be completed within 9 to 12 months of funding approval.
5. If receiving this grant, can you complete the project and report within the 18-month time frame?

Yes.

6. Please provide the following information on the estimated number of visitors and how you estimate the figures. *(For example; we hosted 4,000 out-of-county visitors last June 12-17 for our event, of which we estimate 50% are "day visitors" based on our zip code analysis of 100% of the tickets sold per our XYZ ticketing system and a verbal visitor survey to determine overnight guests asked at the gate. (2,000-day visitors, 2,000 overnight).*

   - Total out-of-county day visitors and overnight visitors; how they are calculated:

The Beacon Hill Park Multi-Sport Lighting Improvement Project is expected to increase visitation by enabling evening play, tournaments, and expanded programming. It is estimated the project will generate approximately **3**,000–5,000 additional out-of-county visitors annually**.** This estimate is based on the ability to host 6–8 tournaments per year, with each event attracting 300–500 participants and spectators**, of which** 50–60% are from outside the county (approximately 1,800–3,200 visitors). Additional evening league play and casual use are expected to contribute another 1,200–1,800 visitors annually.Of these visitors, it is estimated that 60% are day visitors **and** 40% are overnight visitors, based on typical patterns for similar rural sports facilities and regional tournament data.

   - If your visitor numbers are not quantifiable, please include another method that may be used to measure the economic value of your project to Summit County, i.e. national TV PR value, etc. Provide the value and method.

     Click here to enter text.

7. Describe how you will attract patrons FROM OUTSIDE SUMMIT COUNTY to this facility or event. What methods (i.e. internet, magazines, newspaper, TV, radio, etc.) will be used to reach your target market? Please provide details on specific avenues for promotion and time frame for the ads. Applications for publicly owned facilities/equipment must include how you will attract patrons from outside Summit County to this facility or how the equipment will benefit the facility and aid in attracting out-of-county patrons. For applications for a promotion, describe how the project will bring new guests (preferably overnight) from outside Summit County.

The Beacon Hill Park Multi-Sport Lighting Improvement Project will attract out-of-county visitors by enabling the park to host evening games, regional tournaments, and multi-day events. Marketing will focus primarily on digital outreach, including social media ads (Facebook and Instagram) targeting nearby counties such as Wasatch, Weber/Davis & even into Wyoming beginning 2-3months prior to events. The facility will also be promoted through recreation websites, league directories, and the North Summit Recreation District's website. In addition, partnerships with tournament organizers and regional sports leagues will be used to bring teams from outside Summit County. Supplemental promotion will include local media, community calendars, and radio ads such as KCPW 4–8 weeks before events. These combined efforts will attract new visitors, including overnight guests, and increase economic activity for local businesses.

8. Provide a detailed budget for this project utilizing this worksheet:

Projected Project Revenue – Detail	Revenue Amount	Notes (If Needed)
(Example: Ticket Sales)	(Example: $10,500)	
TBD	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Total Revenue:	Click here to enter text.	

Projected Project Expense – Detail	Expense Amount	Notes (If Needed)
(Example: Web Banner Purchase)	(Example: $3,000)	(Example: Three 2 inch by 6-inch web banners)
Electrical		Click here to enter text.
Lighting Structures	Click here to enter text.	Click here to enter text.
Electricity	TBD	Click here to enter text.

Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Total Expense:	$427,598.35	

Organization budgets on 1 (one) page are allowed, no additional financial documents will be reviewed by the committee**.**

9. Please add clarifying details to explain the budget in number 7 here (if necessary).
   Click here to enter text.

10. List potential and status of any other sources of funding or positive partnerships for this project. Also provide any community partners, sponsors, volunteers and their contributions. Any matching grant monies or leveraged support should be listed here.

    Is your organization applying for, or has received, monies from other Summit County sources including but not limited to, RAP or TRT?: ☒ Yes or ☐ No

    Provide all Summit County funding, for requests provide current year (2026) requests and prior year (2025) allocations from any Summit County Sources on this worksheet.

Funding	Partner Name	Amount Requested	Amount Received	Notes
2022	**RAP TAX**	**N/A**		
2023	**Restaurant Tac**	**$466,800.00**	**$264,000.00**	
2024	**Restaurant Tax**	**$177083.76**	**$39,000.00**	
2024	**Rap Tax**	**$178,530.00**	**$40,000.00**	
2025	**Restaurant Tax**	**$409.000.00**	**$100,000.00**	

11. If you received Restaurant Tax Grant Funding in 2025, please complete the following questions:

a. Have you received all the funding that you were granted? ☒ Yes or ☐ No

b. Was the project or event completed? ☐ Yes or ☒ No

c. Did you reach all the goals for the funding requested? ☐ Yes or ☒ No

d. How did you measure success?
Click here to enter text.

e. If your project or event is complete, have you fulfilled your obligation to supply the County Manager's office with your required financial reporting documentation? ☐ Yes or ☒ No

f Was it submitted by the deadline: ☐ Yes or ☒ No

If No, why?
PROJECT IS IN LIMBO DUE TO FUNDING.

BIG COUNTRY
CONSTRUCTION

NS Rec Bid 3/9/26

To whom it may concern:

We would like to thank you for the opportunity to bid on the NS Recreation lighting project. The bid below includes all light poles, bases, and electrical equipment to complete the project.

Included:

10 light poles {4 poles@70', 6 poles@60'}

3 circuits to control lights based on the Pickleball courts, the Basketball court, and the Soccer field.

All concrete and excavation for light pole bases. All work to be done by licensed and insured professionals.

All excavation-based from site visit to run conduit and new power lines to all locations that are currently missing.

Excludes:

All permits and any extra lines that may need to be run from the transformer to accommodate power needs. All sales tax

Base Price: $427,598.35

Budget Estimate

Beacon Hill Park – Coalville, UT
March 28, 2025

Budget Estimate – *Materials Delivered to Job Site and Pole-In-Air Installation*

Musco's Light-Structure System™ as described below, and delivered to the job site:

Softball, Multipurpose, Pickleball and Basketball .....$398,495 - $408,498

Sales tax and bonding are not included.
Estimate provided for budgetary purposes only. Please contact Musco when a quote is needed.
Estimate is effective for 30 days unless otherwise noted and is confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

System Description – Light-Structure System™ complete from foundation to poletop in 5 Easy Pieces™

Factory-built, wired, aimed, and tested lighting system includes:

- Pre-cast concrete bases
- Galvanized steel poles
- Factory-wired and tested remote electrical component enclosures
- Pole length factory-assembled wire harnesses
- Factory-aimed and assembled luminaires, including BallTracker® technology
- UL listed as a complete system

On Field Performance – control to benefit players and fans

- Guaranteed light levels of 30 foot-candles
- BallTracker® technology – targeted aerial light optimizing visibility of the ball in play with no glare for players
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Environmental Light Control – control for neighbors and the environment

- Reduction of spill light and glare by 50% or more.

Always Ready to Play – control assuring the results you expect

- Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.

Notes

Estimate is based on:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2021 IBC, 105 mi/h, and exposure: C, Importance Factor C**.**
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole or luminaire locations prior to production.

Thank you for considering our Team for your sports lighting needs. Please contact me with any questions.

Aaron Klinge
Sales Representative
Musco Sports Lighting, LLC
Phone: 435.659.9530
E-mail: aaron.klinge@musco.com

Project # 243873

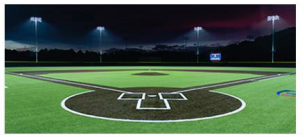
2017, 2023 Musco Sports Lighting, LLC • M-2037-enUS-11

Beacon Hill Park

Coalville, UT

Lighting System

From Hometown to Professional









Pole/Fixture Summary

Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1-A2	60'	60'	3	TLC-LED-550	1.62 kW	A
		16'	1	TLC-BT-575	0.57 kW	A
B1	70'	70'	5	TLC-LED-1200	5.85 kW	A
		45'	2	TLC-LED-550	1.08 kW	C
		16'	2	TLC-BT-575	1.15 kW	A
P1	60'	60'	3	TLC-LED-900	2.64 kW	B
P2	60'	60'	3	TLC-LED-900	2.64 kW	B
		45'	2	TLC-LED-550	1.08 kW	C
S1-S3	70'	70'	6	TLC-LED-1200	7.02 kW	A
S4	70'	70'	6	TLC-LED-1200	7.02 kW	A
		16'	2	TLC-BT-575	1.15 kW	A
9			**51**		**48.06 kW**	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Softball/Soccer	40.62 kW	41
B	Pickleball	5.28 kW	6
C	Basketball	2.16 kW	4

Fixture Type Summary

Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	6
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	29
TLC-LED-550	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	10
TLC-LED-900	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	6

Single Luminaire Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3
TLC-BT-575	3.3	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4

Light Level Summary

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination Ave					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
150' Glare @ 5ft.	Max Candela (by Fixture)	1676.377	0.00	7623.13	-	-	A,B,C	51
150' Spill @ 3ft.	Horizontal Illuminance	0.018	0.00	0.10	-	-	A,B,C	51
150' Spill @ 5ft.	Max Vertical Illuminance Metric	0.044	0.00	0.24	-	-	A,B,C	51
Basketball	Horizontal Illuminance	30.9	23	37	1.65	1.37	C	4
Multipurpose	Horizontal Illuminance	32.2	22	39	1.79	1.48	A	41
Pickleball	Horizontal Illuminance	37.2	31	43	1.38	1.20	B	6
Soccer	Horizontal Illuminance	32.8	27	39	1.44	1.20	A	41
Softball (Infield)	Horizontal Illuminance	34.7	27	38	1.39	1.28	A	41
Softball (Outfield)	Horizontal Illuminance	32.1	27	38	1.41	1.19	A	41

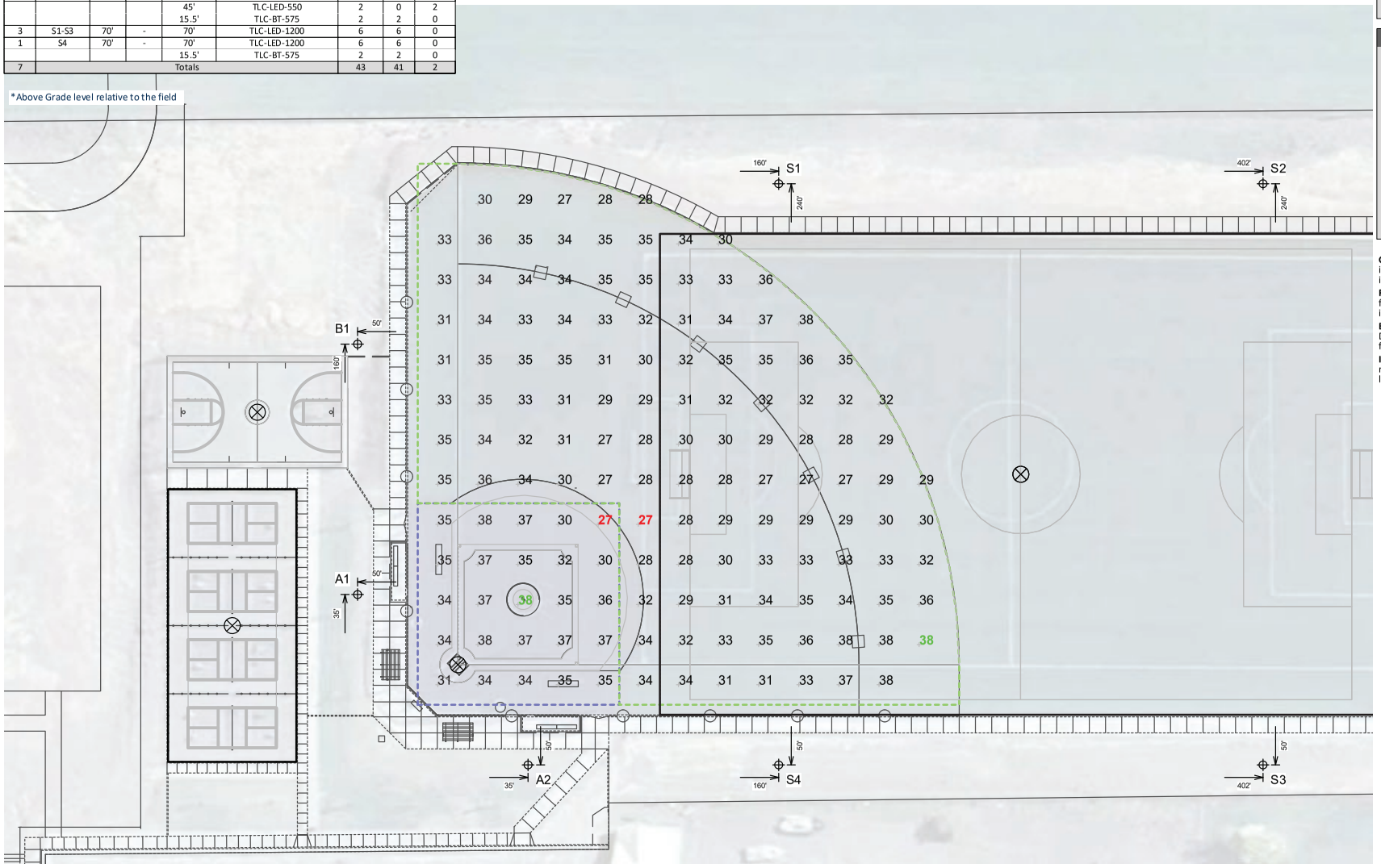
We Make It Happen.

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Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	-	60'	TLC-LED-550	3	3	0
				15.5'	TLC-BT-575	1	1	0
1	B1	70'	-	70'	TLC-LED-1200	5	5	0
				45'	TLC-LED-550	2	0	2
				15.5'	TLC-BT-575	2	2	0
3	S1-S3	70'	-	70'	TLC-LED-1200	6	6	0
1	S4	70'	-	70'	TLC-LED-1200	6	6	0
				15.5'	TLC-BT-575	2	2	0
7	Totals					43	41	2

*Above Grade level relative to the field



Beacon Hill Park

Coalville, UT

Grid Summary

Name:	**Softball**
Size:	250'/250'/250' - basepath 60'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	**30**	**30**
Scan Average:	34.7	32.1
Maximum:	38	38
Minimum:	27	27
Avg/Min:	1.28	1.19
Guaranteed Max/Min:	**2.5**	**2.5**
Max/Min:	1.39	1.41
UG (adjacent pts):	1.21	1.28
CU:	0.36	
No. of Points:	25	119
LUMINAIRE INFORMATION		
Applied Circuits:	A	
No. of Luminaires:	**41**	
Total Load:	40.62 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 50

0' 50' 100'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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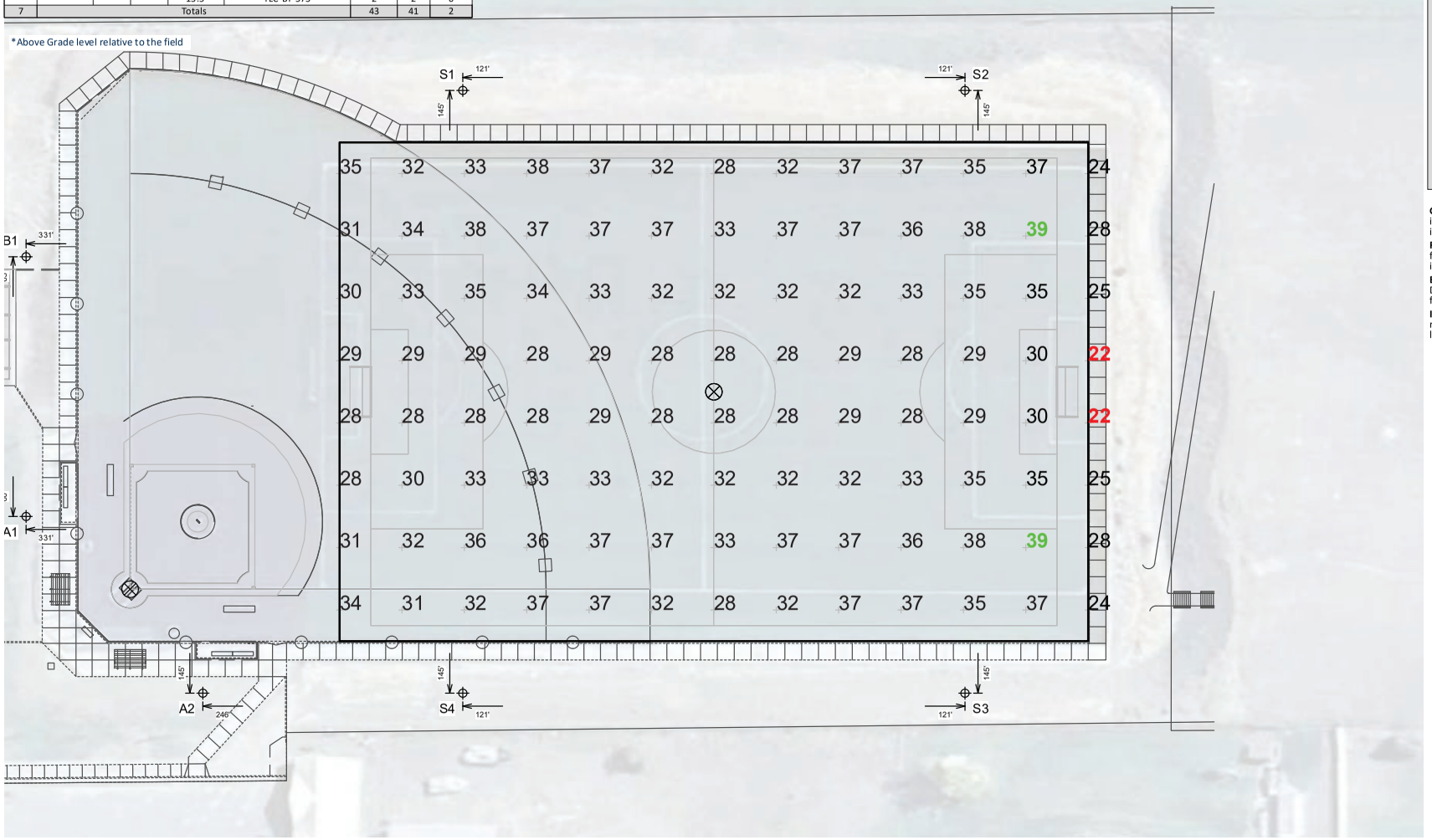
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ILLUMINATION SUMMARY

Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	-	60'	TLC-LED-550	3	3	0
				15.5'	TLC-BT-575	1	1	0
1	B1	70'	-	70'	TLC-LED-1200	5	5	0
				45'	TLC-LED-550	2	0	2
				15.5'	TLC-BT-575	2	2	0
3	S1-S3	70'	-	70'	TLC-LED-1200	6	6	0
1	S4	70'	-	70'	TLC-LED-1200	6	6	0
				15.5'	TLC-BT-575	2	2	0
7	Totals					43	41	2

*Above Grade level relative to the field



SCALE IN FEET 1 : 50

0' 50' 100'

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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

Beacon Hill Park

Coalville, UT

Grid Summary

Name:	**Multipurpose**
Size:	360' x 240'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**30**
Scan Average:	32.2
Maximum:	39
Minimum:	22
Avg/Min:	1.48
Guaranteed Max/Min:	**2.5**
Max/Min:	1.79
UG (adjacent pts):	1.51
CU:	0.58
No. of Points:	104
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	**41**
Total Load:	40.62 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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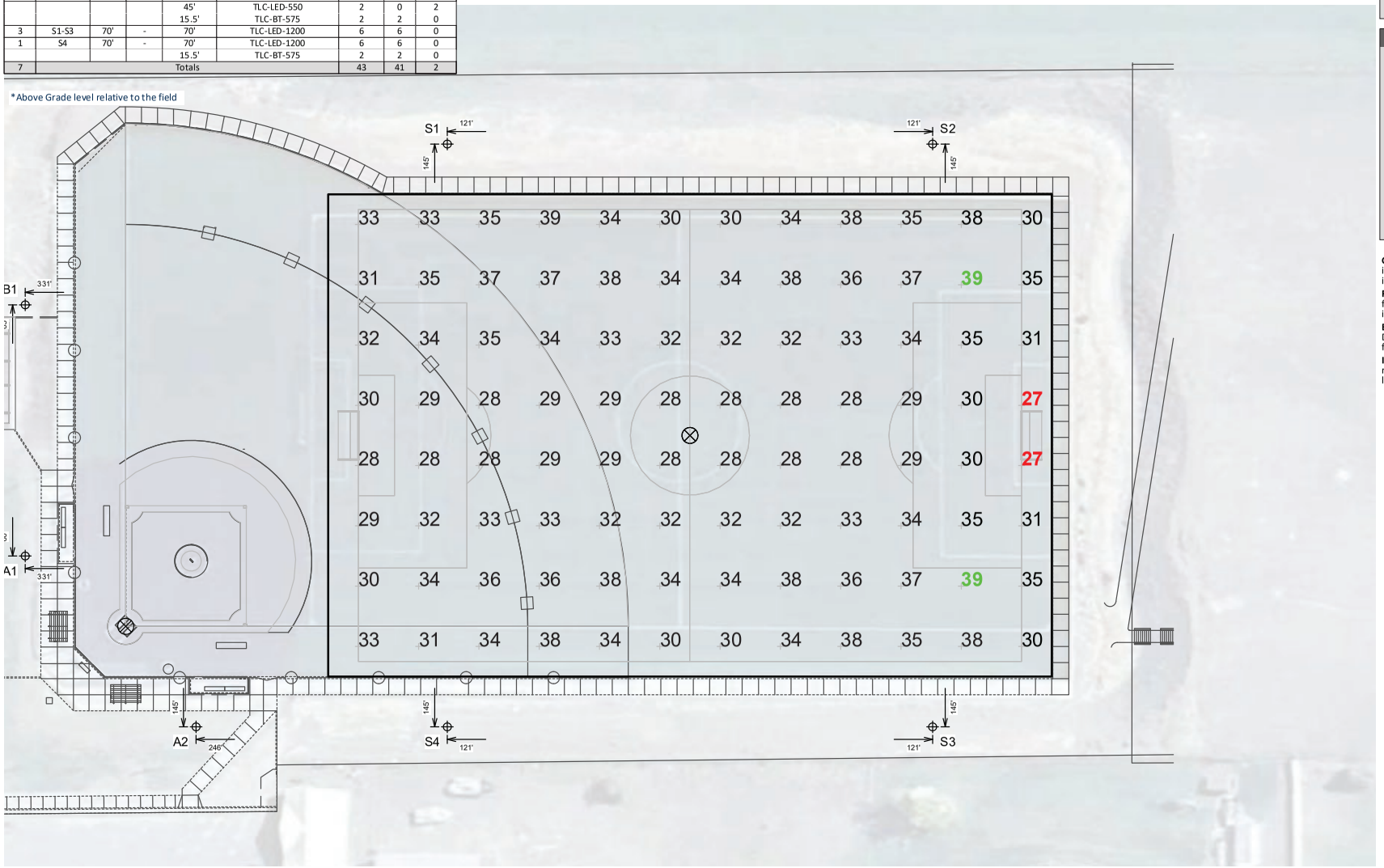
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ILLUMINATION SUMMARY

Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	-	60'	TLC-LED-550	3	3	0
				15.5'	TLC-BT-575	1	1	0
1	B1	70'	-	70'	TLC-LED-1200	5	5	0
				45'	TLC-LED-550	2	0	2
				15.5'	TLC-BT-575	2	2	0
3	S1-S3	70'	-	70'	TLC-LED-1200	6	6	0
1	S4	70'	-	70'	TLC-LED-1200	6	6	0
				15.5'	TLC-BT-575	2	2	0
7	Totals					43	41	2

*Above Grade level relative to the field



Beacon Hill Park

Coalville, UT

Grid Summary

Name:	**Soccer**
Size:	330' x 225'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**30**
Scan Average:	32.8
Maximum:	39
Minimum:	27
Avg/Min:	1.20
Guaranteed Max/Min:	**2.5**
Max/Min:	1.44
UG (adjacent pts):	1.24
CU:	0.55
No. of Points:	96
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	**41**
Total Load:	40.62 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 50

0' 50' 100'

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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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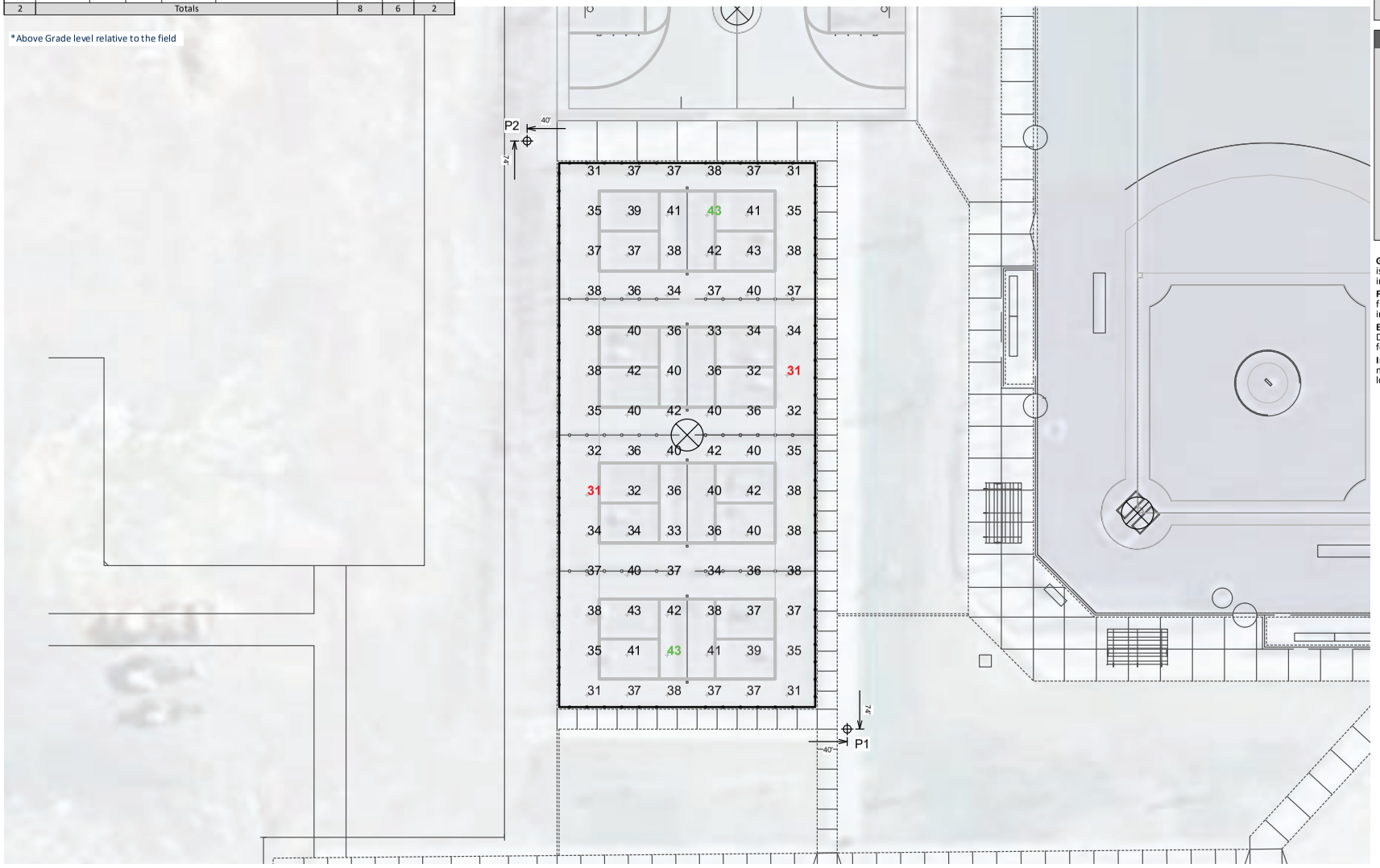
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ILLUMINATION SUMMARY

Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	P1	60'	-	60'	TLC-LED-900	3	3	0
1	P2	60'	-	60'	TLC-LED-900	3	3	0
				45'	TLC-LED-550	2	0	2
2	Totals					8	6	2

*Above Grade level relative to the field



Beacon Hill Park

Coalville, UT

Grid Summary

Name:	**Pickleball**
Size:	136' x 64'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**30**
Scan Average:	37.2
Maximum:	43
Minimum:	31
Avg/Min:	1.20
Guaranteed Max/Min:	**2.5**
Max/Min:	1.38
UG (adjacent pts):	1.19
CU:	0.51
No. of Points:	84
LUMINAIRE INFORMATION	
Applied Circuits:	B
No. of Luminaires:	**6**
Total Load:	5.28 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 25

0' 25' 50'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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ILLUMINATION SUMMARY

Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	B1	70'	-	70'	TLC-LED-1200	5	0	5
				45'	TLC-LED-550	2	2	0
				15.5'	TLC-BT-575	2	0	2
1	P2	60'	-	60'	TLC-LED-900	3	0	3
				45'	TLC-LED-550	2	2	0
2	Totals					14	4	10

*Above Grade level relative to the field



Beacon Hill Park

Coalville, UT

Grid Summary

Name:	**Basketball**
Size:	84' x 50'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES	Entire Grid
Guaranteed Average:	**30**
Scan Average:	30.9
Maximum:	37
Minimum:	23
Avg/Min:	1.37
Guaranteed Max/Min:	**2.5**
Max/Min:	1.65
UG (adjacent pts):	1.41
CU:	0.55
No. of Points:	48
LUMINAIRE INFORMATION	
Applied Circuits:	C
No. of Luminaires:	**4**
Total Load:	2.16 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 25

0' 25' 50'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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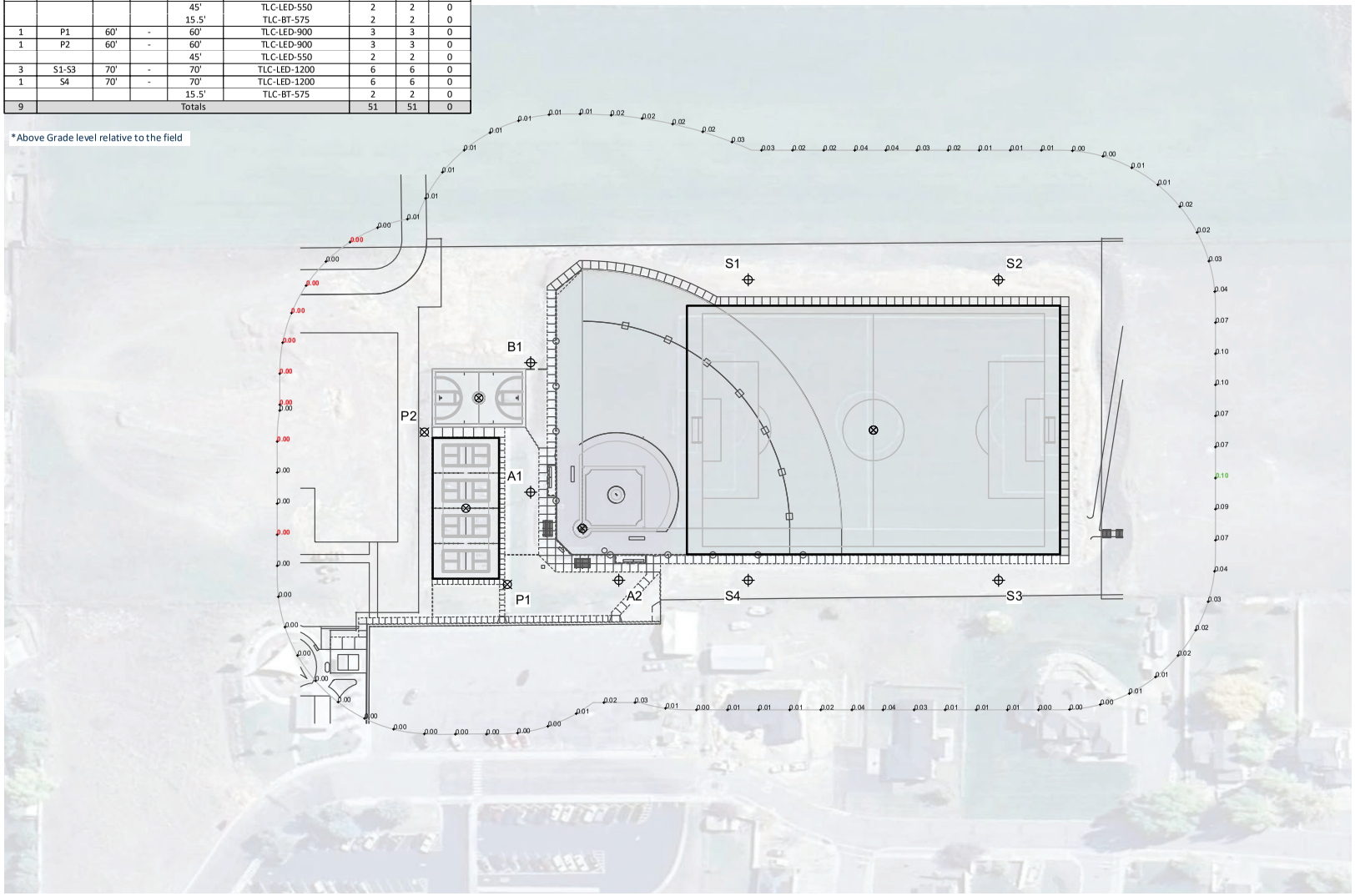
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ILLUMINATION SUMMARY

Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	-	60'	TLC-LED-550	3	3	0
				15.5'	TLC-BT-575	1	1	0
1	B1	70'	-	70'	TLC-LED-1200	5	5	0
				45'	TLC-LED-550	2	2	0
				15.5'	TLC-BT-575	2	2	0
1	P1	60'	-	60'	TLC-LED-900	3	3	0
1	P2	60'	-	60'	TLC-LED-900	3	3	0
				45'	TLC-LED-550	2	2	0
3	S1-S3	70'	-	70'	TLC-LED-1200	6	6	0
1	S4	70'	-	70'	TLC-LED-1200	6	6	0
				15.5'	TLC-BT-575	2	2	0
9	Totals					51	51	0

*Above Grade level relative to the field



Beacon Hill Park

Coalville, UT

Grid Summary

Name:	150' Spill @ 3ft.
Spacing:	30.0'
Height:	3.0' above grade

Illumination Summary

	INITIAL HORIZONTAL FOOTCANDLES
	Entire Grid
Scan Average:	0.018
Maximum:	0.10
Minimum:	0.00
CU:	0.00
No. of Points:	89
LUMINAIRE INFORMATION	
Applied Circuits:	A,B,C
No. of Luminaires:	51
Total Load:	48.06 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 100

0' 100' 200'

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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

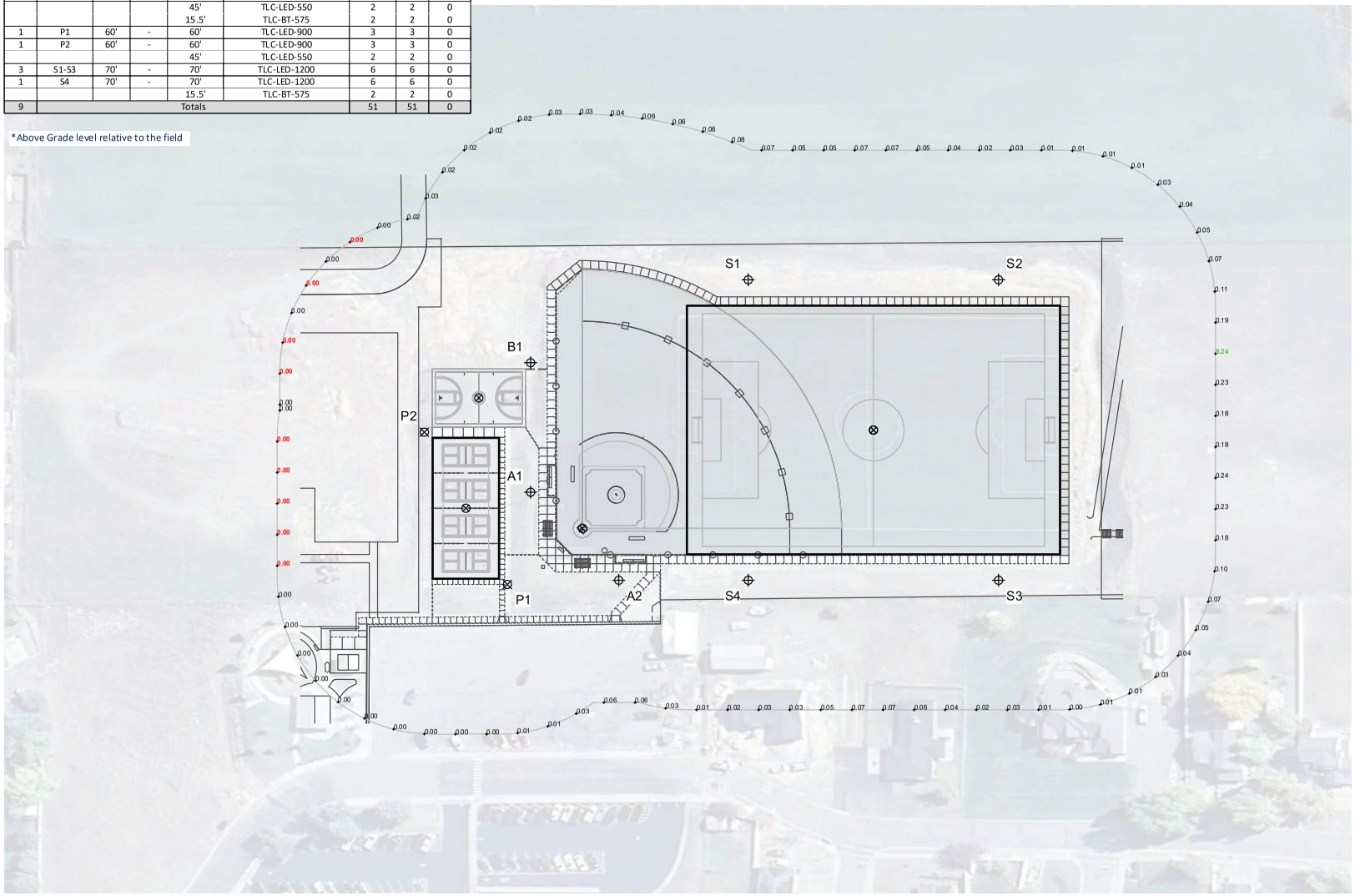
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Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	-	60'	TLC-LED-550	3	3	0
				15.5'	TLC-BT-575	1	1	0
1	B1	70'	-	70'	TLC-LED-1200	5	5	0
				45'	TLC-LED-550	2	2	0
				15.5'	TLC-BT-575	2	2	0
1	P1	60'	-	60'	TLC-LED-900	3	3	0
1	P2	60'	-	60'	TLC-LED-900	3	3	0
				45'	TLC-LED-550	2	2	0
3	S1-S3	70'	-	70'	TLC-LED-1200	6	6	0
1	S4	70'	-	70'	TLC-LED-1200	6	6	0
				15.5'	TLC-BT-575	2	2	0
9	Totals					51	51	0

*Above Grade level relative to the field



Beacon Hill Park

Coalville, UT

Grid Summary

Name:	150' Spill @ 5ft.
Spacing:	30.0'
Height:	5.0' above grade

Illumination Summary

INITIAL MAX VERTICAL FOOTCANDLES

	Entire Grid
Scan Average:	0.044
Maximum:	0.24
Minimum:	0.00
CU:	0.00
No. of Points:	89
LUMINAIRE INFORMATION	
Applied Circuits:	A,B,C
No. of Luminaires:	51
Total Load:	48.06 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 100

0' 100' 200'

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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

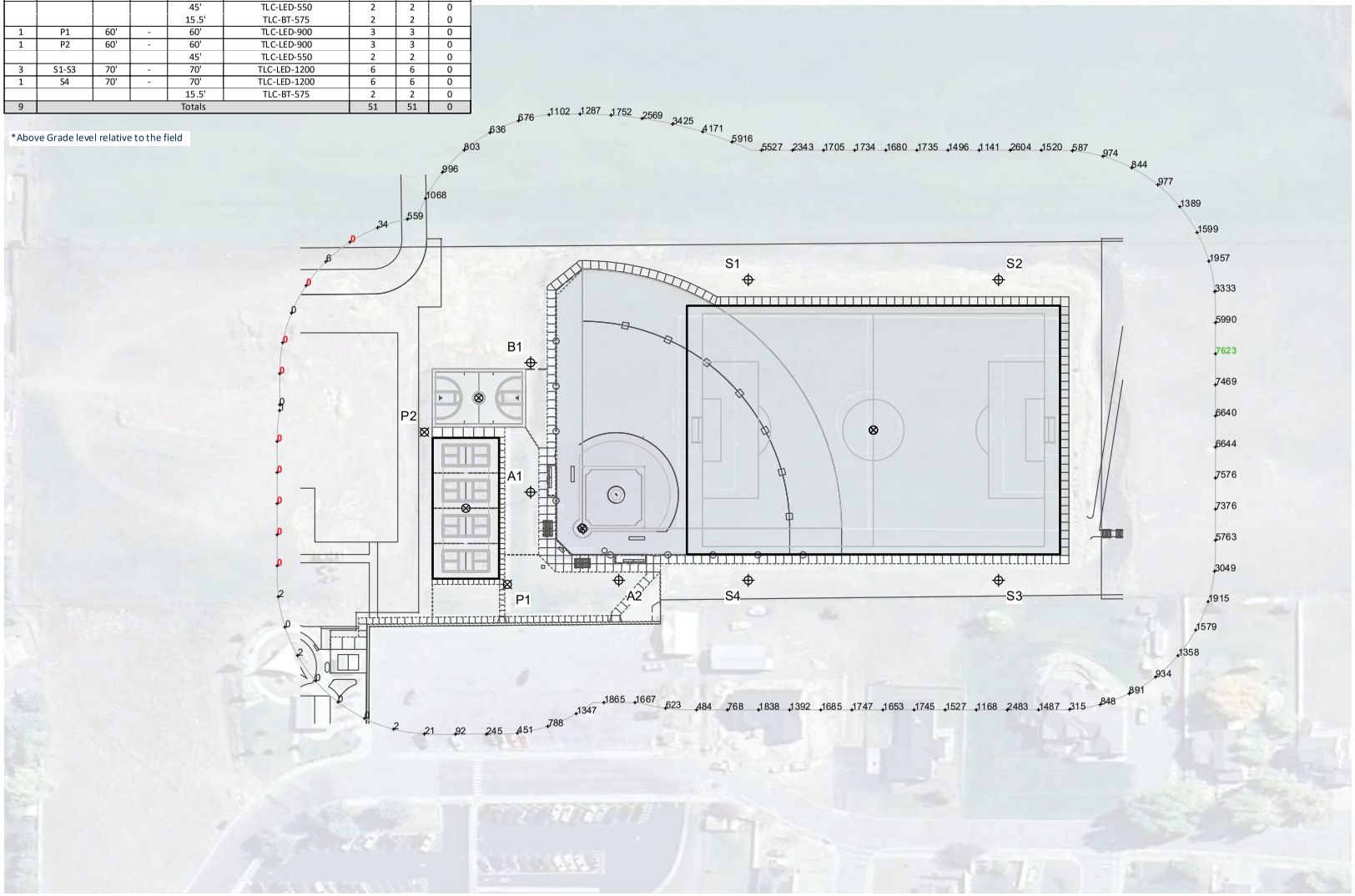
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Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	-	60'	TLC-LED-550	3	3	0
				15.5'	TLC-BT-575	1	1	0
1	B1	70'	-	70'	TLC-LED-1200	5	5	0
				45'	TLC-LED-550	2	2	0
				15.5'	TLC-BT-575	2	2	0
1	P1	60'	-	60'	TLC-LED-900	3	3	0
1	P2	60'	-	60'	TLC-LED-900	3	3	0
				45'	TLC-LED-550	2	2	0
3	S1-S3	70'	-	70'	TLC-LED-1200	6	6	0
1	S4	70'	-	70'	TLC-LED-1200	6	6	0
				15.5'	TLC-BT-575	2	2	0
9	Totals					51	51	0

*Above Grade level relative to the field


S1
S2
S3
S4
B1
P1
P2
A1
A2
0 0 0

Beacon Hill Park

Coalville, UT

Equipment Layout

INCLUDES:
- Basketball
- Multipurpose
- Pickleball
- Soccer
- Softball

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

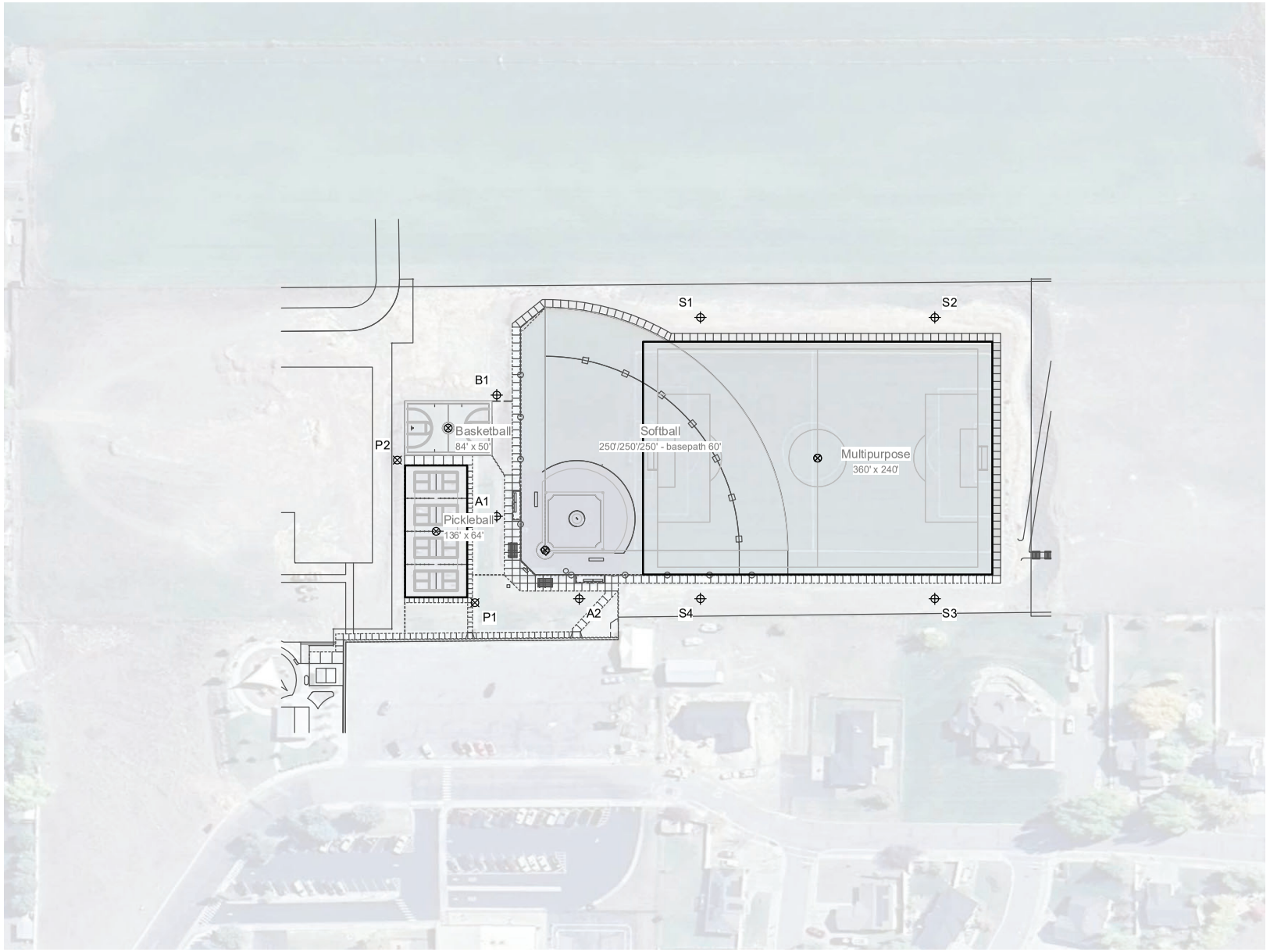
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown

Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE
2	A1-A2	60'	-	60' 15.5'	TLC-LED-550 TLC-BT-575	3 1
1	B1	70'	-	70' 45' 15.5'	TLC-LED-1200 TLC-LED-550 TLC-BT-575	5 2 2
1	P1	60'	-	60'	TLC-LED-900	3
1	P2	60'	-	60' 45'	TLC-LED-900 TLC-LED-550	3 2
3	S1-S3	70'	-	70'	TLC-LED-1200	6
1	S4	70'	-	70' 15.5'	TLC-LED-1200 TLC-BT-575	6 2
9	Totals					51

Single Luminaire Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3
TLC-BT-575	3.3	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4



SCALE IN FEET 1 : 100

0' 100' 200'

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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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STAFF REPORT

To:	Summit County Council
From:	Shayne Scott, County Manager
Date of Meeting:	June 24, 2026
Agenda Item:	Waiver of County Fees Request
Process:	Possible Action

Introduction and Background

Recently, the Summit County Council addressed a Fee Waiver Policy. Because that policy dictates that any fee over $2,500 is addressed by the County Council and not the County Manager, the applicant has been asked to bring their request to Council.

Part of the process is to receive feedback from staff on the requests, how waiving the applicable fees would affect the department, and to make a recommendation for or against waiving the fees. These recommendations are included as an attachment in the packet for Council's review.

Requested Council Action

To review the request by Recycle Utah to waive fees. Because Impact Fees are treated differently, have different rules, etc., they need to be addressed in a separate agenda item.

Council should review the associated materials in the packet, allow Recycle Utah to make the request, and vote to either grant or deny a waiver of fees.

SUMMIT COUNTY APPLICATION FOR WAIVER OF COUNTY FEES

Pursuant to County Fee Waiver Policy

1. Eligible entities shall include public entities and private non-profit entities that meet the criteria listed in Section 2.

Applicant: Park City Conservation Association, Inc. dba Recycle Utah
Project: New Recycle Utah Facility — Gillmor Subdivision Lot 4 / 5625 Paintbrush Road

2.* Fees may be waived for building permits, encroachment permits, variances, zone reclassifications, administrative permits, use permits, administrative hearings or other County permits, only if the County Manager makes any one of the affirmative findings as specified below *(check all that apply to your request and attach supporting documentation, if applicable).

✓ The applicant's financial resources are such that, without waiver of fees, the project would not go forward and the proposed project provides a demonstrated public benefit to the citizens of Summit County;

_____ The applicant provides emergency and/or first responder services which are of public benefit;

_____ There is no actual cost to the County for the expense in question;

_____ The project is being carried out by a nonprofit organization or other government entity and is an emergency project and primarily to address unresolved life threatening and/or safety issues for the public.

Please provide a written explanation/justification for all checked above items and include any supporting documentation, if applicable:

Recycle Utah is requesting waiver of eligible County fees for the development of its new facility on Lot 4 of the Gillmor Subdivision. Recycle Utah is a nonprofit organization that provides essential public recycling, waste diversion, education, outreach, and special-handling material services for Summit County residents, businesses, municipalities, and visitors.

This project is not for the purpose of fundraising. It is a public-serving infrastructure project intended to preserve and expand community recycling access, support Summit County's long-term waste diversion goals, reduce pressure on the landfill, and improve the efficiency and safety of local recycling operations.

Recycle Utah's current site is approximately one-half acre and is no longer adequate for the level of service the community needs. The new facility will allow Recycle Utah to continue serving the public while

improving traffic circulation, material handling, public drop-off access, reuse opportunities, education, and long-term recycling capacity.

The new facility is a major capital project for a nonprofit organization. The County-related submittal, review, permit, and impact fees add significant cost to the project, in addition to architectural, engineering, geotechnical, traffic, site development, construction, equipment, and operational transition costs.

Without fee relief, these costs would place additional pressure on the project budget and could delay, reduce, or otherwise affect the scope and timing of the project. Any waiver, whether full or partial, would allow Recycle Utah to direct more funding toward the actual public-serving components of the facility and help keep the project feasible.

Recycle Utah respectfully requests waivers of all eligible County fees associated with this project to the fullest extent available under County policy.

All applications for fee waivers shall be made in writing, signed by a duly authorized officer or individual representing the Entity, and submitted directly to the Department Head of the County Department that applicant is requesting a fee waiver.

Name of Applicant: Park City Conservation Association, Inc. dba Recycle Utah

Mailing Address, phone number and email address of Applicant: PO Box 682998
Park City, UT 84068
435.649.9698
andy@recycleutah.org

County Department(s) Processing Application or Permit Requiring Fee: Summit County Community Development / Planning / Building / Engineering / Public Works / any other affected County department as determined by staff.

Amount and Type of Fee(s):

Recycle Utah requests waiver of all eligible County-related fees associated with the new facility project, including but not limited to applicable planning, review, permit, building, temporary use, engineering, public works, transportation impact, and administrative fees.

Please see attached cost and fee estimate for the current list of anticipated fees. Recycle Utah understands that staff will need to determine which fees are eligible for waiver, which fees may be pass-through costs, and which items require County Council approval.

Type of Fee	Amount of Fee
CUP Review	$1000
Preliminary Plan Review	$2,500
Final Plan Review	$3,300
Record of Survey Filing	$120
Surveyor Review Fee	$50
Temporary Use Permit	$1000
Temporary Use Plan Review	$350
Building Permit	$22,500
Building Plan Review	$14,625
SWPPP Review	$300
Grading / Excavating Review	$250
Construction Plan Review	$2,150
Transportation Impact Fee	$29,789 - $55,760
Any other eligible County review, permit, impact, or administrative fees associated with the project	

Description of Project (attach separate sheet if needed):

Recycle Utah is developing a new public-serving recycling and sustainability facility on Lot 4 of the Gillmor Subdivision to replace and expand upon its current operations at 1951 Woodbine Way.

The new facility is intended to serve as a long-term community recycling and sustainability hub for Summit County. The project will support public drop-off recycling, material consolidation, special-handling material collection, reuse, education, outreach, business recycling support, and improved site circulation and safety.

Recycle Utah's current site is approximately one-half acre and no longer provides adequate space for the level of public service, material handling, traffic circulation, education, and diversion programming needed by the community. The new facility will allow Recycle Utah to continue providing essential recycling services while improving operational efficiency and expanding the community's ability to divert material from the landfill.

The project directly supports Summit County residents, businesses, municipalities, and visitors by preserving and improving access to recycling and waste diversion infrastructure. It also supports County-wide

goals related to landfill capacity, waste reduction, recycling education, and long-term solid waste system efficiency.

Signature of Applicant: Andy Hecht

Date: 06-01-26

FOR COUNTY USE ONLY:

Department Head Recommendation:

_____ ***Approve as submitted***
_____ ***Deny as submitted***
_____ ***Approve in part/deny in part (explanation):*** _____

Signature of Department Head: _____

Date: _____

County Manager Decision:

_____ ***Approve as submitted***
_____ ***Deny as submitted***
__X__ ***Sent to County Council for decision***

Signature of County Manager: Shane Scott
Date: June 2, 2026

STAFF REPORT

To:	Summit County Council
From:	Shayne Scott, County Manager
Date of Meeting:	June 24, 2026
Agenda Item:	Waiver of County Fees Request
Process:	Possible Action

Introduction and Background

Recently, the Summit County Council addressed a Fee Waiver Policy. Because that policy dictates that any fee over $2,500 is addressed by the County Council and not the County Manager, the applicant has been asked to bring their request to Council.

Part of the process is to receive feedback from staff on the requests, how waiving the applicable fees would affect the department, and to make a recommendation for or against waiving the fees. These recommendations are included as an attachment in the packet for Council's review.

Requested Council Action

To review the request by Recycle Utah to waive fees. Because Impact Fees are treated differently, have different rules, etc., they need to be addressed in a separate agenda item.

Council should review the associated materials in the packet, allow Recycle Utah to make the request, and vote to either grant or deny a waiver of fees.

Transportation Planning
1885 West Ute Boulevard
Park City, UT 84098
summitcounty.gov

Date: June 24, 2026
To: Shayne Scott, County Manager
From: Eva De Laurentiis, Transportation Planning Deputy Director
Cc: Carl Miller, Transportation Planning Director
Re: Transportation Impact Fee Waiver Request for Recycle Utah

Transportation impact fees are assessed pursuant to Summit County, Utah Ordinance No. 958 and are intended to ensure that new development contributes its proportionate share toward transportation infrastructure needed to serve growth and development.

Recycle Utah's proposed facility includes approximately 21,000 square feet of warehouse and recycling operations space and 5,000 square feet of office and educational space.

Transportation impact fees are calculated based on the projected peak-hour vehicle trips generated by the proposed development using Institute of Transportation Engineers (ITE) Manual trip generation rates.

The proposed facility was evaluated using the following land use categories:

Land Use	ITE Code	Area	Peak Hour Trip Rate	Peak Hour Trips
Warehouse/ Recycling Operations	150	21,000 sq. ft.	0.19 trips per 1,000 sq. ft.	3.99
Office/Educational Space	710	5,000 sq. ft.	1.15 trips per 1,000 sq. ft.	5.75
Total				9.74

The current transportation impact fee rate is $3,461.65 per peak-hour trip.

Fee Calculation: 9.74 peak-hour trips x $3,461.65 = $33,716.47

Accordingly, the transportation impact fee associated with the proposed development is $33,716.47.

Ordinance No. 958

Per Ordinance No. 958, which is codified in Title 9, Chapter 2, Article C of the Summit County Code, transportation impact fees may be waived in limited circumstances.

Generally a waiver or credit may be considered when the developer offsets the transportation impacts of the project or development by:

- Dedicating land for a System Improvement;
- Building and dedicating some or all of a System Improvement; or
- Dedicating a Public Facility that the County and the developer agree will reduce the need for a System Improvement.

Analysis

Recycle Utah provides valuable recycling, waste diversion, and environmental education services that benefit Summit County residents. The proposed facility is expected to further those community benefits by increasing recycling capacity and supporting environmental stewardship efforts within the county.

However, after reviewing the request against Ordinance No. 958 and the County Code, staff do not believe the project qualifies for a fee waiver.

Transportation impact fees are collected to ensure that new development contributes its proportionate share toward transportation facilities needed to accommodate growth. The proposed recycling center is expected to generate new vehicle trips and therefore create measurable impacts on the transportation system. The assessed fee is based on the project's estimated peak-hour trip generation and was calculated in accordance with Ordinance No. 958.

Waiving the transportation impact fee for Recycle Utah would not eliminate the transportation impacts associated with the development but would instead shift the cost of those impacts to other development projects or alternative County funding sources.

Recommendation

Staff recommends denial of the requested transportation impact fee waiver. The transportation impact fee associated with the proposed Recycle Utah development is $33,716.47.

STAFF REPORT

To: Summit County Council
From: Jess Kirby, Land and Natural Resources Director

Date of Meeting: June 24, 2026

Type of Item: Regular Session - Discussion and possible adoption of Conservation Easements for the Ure Ranch

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BACKGROUND.

On November 19, 2025, staff presented the Ure Ranch Recreation Parcel conservation easement (CE) for approval. At that meeting, the CE was approved by the Council and forwarded to the Utah Department of Recreation for final adoption. During the Department's final review, it was discovered that required language had been inadvertently omitted from the document. As a result, the CE was returned to staff for revision.

The revised CE is presented today for your consideration and approval, along with two (2) additional CE documents that would place other project areas within Ure Ranch under permanent protection.

As additional background, Summit County officially acquired Ure Ranch—an 848-acre property located in the Kamas Meadows of eastern Summit County—in December 2025. As part of this acquisition, the County has committed to permanently protecting the land as working agricultural land and recreational open space.

The $25 million purchase was funded through a combination of grant sources and local funding, including partnerships with Summit Land Conservancy (NRCS-ALE), the Utah Outdoor Recreation Initiative, the Utah Land and Water Conservation Fund, Transient Room Tax revenues, County transportation funds, and allocations from the 2021 Summit County voter-approved open space bond.

Although it is the County's intent to place conservation easements over the entirety of Ure Ranch, consisting of six (6) distinct groupings of parcels. To date, only one (1) area—the North Meadow—has been finalized. Presented to the Council today are three (3) of the remaining five (5) project areas: (1) the Recreation Parcels, (2) the South Meadow, and (3) the Southeast Meadow. The final conservation easements, the Homestead and Wetland Mitigation Site, are anticipated to be brought forward for Council consideration and approval this fall.

For educational purposes, the following definition is provided as guidance for understanding the CE purpose.

> *A **Conservation Easement** is a voluntary legal agreement that permanently limits defined uses of a property to protect its conservation values. The purpose of a Conservation Easement is to preserve conservation values of the land by restricting development activities that could degrade its ecological or cultural integrity. The easement is held by a qualified organization which ensures the terms are upheld in perpetuity.*
>
> *A **Baseline Documentation Report** is a critical component of a Conservation Easement. Its primary purpose is to provide a detailed snapshot of the property's physical and ecological condition at the time the easement is established. This includes descriptions, maps, photographs, and data on land use, natural resources, structures, and conservation values. The Baseline Documentation Report serves as a reference point to help monitor compliance with the easement terms over time, ensuring that the property is protected according to the agreed-upon conservation goals.*

PURPOSE.

As the conservation easements and baseline reports require signatures from the County Manager and the County Council Chair, these documents are being presented to the Council today for the following purposes: (1) to provide an analysis of the deed terms and facilitate discussion, (2) to request consideration for approval, and (3) upon approval, to authorize the County Manager and the County Council Chair to execute the documents as required on behalf of the County.

ANALYSIS.

The proposed Conservation Easements and associated Baseline Documentation Reports are attached as:

Exhibit A – Recreation Area
Exhibit B – South Meadow
Exhibit C – Southeast Meadow

DISCUSSION.

Staff seeks to engage in discussion and answer any questions that the Summit County Council may have in regards to the proposed Ure Ranch Conservation Easements and Baseline.

REQUESTED ACTION.

Staff requests that the County Council forward a positive recommendation authorizing the County Manager and County Council Chair to sign the Conservation Easements and Baseline acknowledgements.

EXHIBIT A
Recreation Area

ONCE RECORDED, PLEASE RETURN TO:

Summit Land Conservancy
P.O. Box 1775
1887 Gold Dust Lane, Suite 101
Park City, Utah 84060

DEED OF CONSERVATION EASEMENT
URE RANCH
RECREATION AREA

THIS CONSERVATION EASEMENT DEED ("**Easement**", or "**Conservation Easement**", as more fully described below) is made effective as of the date recorded in the Summit County Recorder's Office ("**Effective Date**"), by **SUMMIT COUNTY**, a political subdivision of the State of Utah ("**Grantor**"), and **SUMMIT LAND CONSERVANCY**, a Utah nonprofit corporation ("**Grantee**"), Grantor and the Grantee are referred to individually as a "**Party**" and collectively as the "**Parties**", with a right of enforcement to the State of Utah, Department of Natural Resources, Division of Outdoor Recreation ("**DOR**" or "**State**") pursuant to the terms of the Land Water Conservation Fund Act of 1965 ("**LWCF**") as administered by the Department of the Interior ("DOI"); and with a similar right of enforcement to the State for Utah Outdoor Recreation Initiative (ORI) pursuant to the State's authority to administer the ORI funding under UCA § 79-7-501 *et seq*., and UCA § 51-9-901 *et seq*.

The following Exhibits are attached to and are incorporated into this Easement by this reference:

Exhibit A:	Legal Description of the Property
Exhibit B:	Property Map
Exhibit B-1	LWCF and ORI Funded Property Map
Exhibit C:	Permitted and Restricted Uses and Practices
Exhibit D:	LWCF Manual

RECITALS

WHEREAS, Grantor is the sole owner in fee simple of certain real property within Summit County, State of Utah, which (a) consist of approximately 442 acres, (b) is located in the Kamas Meadows near the town of Kamas, (c) is more particularly described in the legal description attached hereto as **Exhibit A**, (d) is graphically depicted on the map attached hereto as **Exhibit B**, and is hereinafter referred to as the "**Property**"; and

WHEREAS, the Property possesses outdoor recreation, scenic, open space, wildlife, cultural, and watershed values (collectively referred to as the "**Conservation Values**") of great importance to the Grantor, Grantee, and the public. The Conservation Values are more fully documented in the Baseline. In particular, the Property possesses:

1. Public Outdoor Recreation. The Property is open and undeveloped land and the Grantor intends to make it available to the public for outdoor recreational uses that include non-motorized trails designed for, but not limited to hiking, mountain biking, equestrian, snowshoeing, and Nordic skiing.

2. Open Land for Scenic Enjoyment. The Property is open and undeveloped land that yields a significant public benefit as it is used for the scenic enjoyment of the general public, and such use is supported by clearly delineated government policies, in particular:

    a. Scenic Enjoyment: The Property forms part of the scenic viewshed at the gateway to Kamas City, is highly visible from Highway 248, and other vantage points in the Kamas Valley. It offers views of open valley, hillsides with native vegetation, and an unobstructed ridgeline. The Property is adjacent to a Wildlife Management Area owned by the Utah Division of Wildlife Resources further extending and enhancing the contiguous scenic value.

    b. Kamas City General Plan. The Property serves as an open-space buffer around the Kamas City limits. The first policy goal of the Kamas City General Plan is to maintain a beautiful, well-organized rural community rooted in its distinct history of agriculture, open space, and recreation. The plan identifies specific needs, including historic preservation, dedicated open space such as a "green buffer," new water sources, and pollution control. Protecting the farmland on this property directly aligns with these goals and supports the long-term vision for the community.

    c. Eastern Summit County General Plan: The Eastern Summit County General Plan acknowledges the historic rural and agricultural character of Eastern Summit County and through the Eastern Summit County Agriculture Preservation and Open Space Advisory Committee ("**ESAP**") aims to facilitate the acquisition of conservation easements and/or protections to preserve agricultural lands and open space in the region. The Property meets ESAP criteria for protection.

    d. Summit County Open Space Advisory Committee Criteria: Summit County has Open Space Bond funds available for the protection of qualified open lands, important to the people of Summit County. The Open Space Advisory Committee ("**OSAC**") has identified regions and natural resources that qualify for funding and protection. The Easement purchase is made, in part with OSAC funding contributions as its protection meets key 'South Summit' funding criteria for (i) the protection of a watershed and wetlands and the use of water on agricultural lands, (ii) agricultural heritage, and (iii) the mitigation of urban sprawl to agricultural lands.

3. Natural Wildlife Habitat: According to the Utah Division of Wildlife Resources (**DWR**) Wildlife Habitat Analysis Tool (**WHAT**), the Property has potential habitat for four threatened, endangered, and sensitive animal species listed as "Species of Greatest

Conservation Need". Such species include the Green River Pebblesnail, Columbia Spotted Frog and Greater Sage-grouse, Golden Eagle and Bald Eagle. The DWR also determines the Property as (i) crucial summer, winter and spring habitat for Mule Deer, (ii) crucial winter habitat for Moose (within the Kamas Elk and Mule Deer Management Unit, number 7), (iii) crucial year-round habitat for Black Bear, California Quail, and Dusky Grouse and (iv) substantial year-round habitat for Ruffed Grouse. The Property also serves as prime habitat for migratory waterfowl and shorebirds like Sandhill cranes that forage and nest during spring and summer. The Property is part of a network of critical migratory stops for Sandhill cranes in the Pacific and Central flyways and the elimination of agricultural fields is known to be the main threat to Sandhill cranes in Utah. Accordingly, this Easement protects a relatively natural wildlife habitat.

4. Cultural Resources: The Property lies within a region known to have been inhabited by people of the Paleoindian, Archaic and Fremont traditions (from approximately 10,500 BP to 1300 AD), and more recently by Shoshone speaking groups of the Goshute, Shoshone and Ute people. The Property has archeological artifacts and features from previous inhabitants, important to the history of Summit County. Lithic artifacts from stone tool makers have been found and documented in twenty (20) locations throughout the Property and stone circle features of a prehistoric campsite have also been documented. Six (6) of the documented archeological sites have been recommended as eligible for listing in the National Register of Historic Places. The Easement will allow for the protection of cultural resources, educational opportunities and the opportunity for Native American people to visit ancestral lands.

5. Water Quality: Located within the Weber River Watershed, the protection of the Property as open land with native vegetation will prevent development and associated storm-water runoff that contributes to increased nutrient and sediment discharge into tributaries of the Weber River. Maintaining the Property as open land benefits proximate agricultural lands and wetlands within the Kamas Meadows. The protection of agricultural lands within the Kamas Meadows has been identified as an important measure for water resource protection as described in the following plans and policies:

    a. Weber River Watershed Plan: The Weber River Watershed Plan aims to address growing water use demands and declining water availability and quality in the Weber River Watershed. The conservation of water supply, important fish species, and important ecological systems that provide aquatic and terrestrial habitats are identified as key conservation goals. The plan recognizes that strategies such as smart growth, preservation of farmlands, and enhanced storm water management are integral to meeting conservation goals. The preservation of farmlands directly contributes to these conservation goals by preventing development that would lead to increased water usage (reduced instream flow), storm water discharge into the watershed, and the disruption of the natural surface and groundwater system.

Utah State Technical Committee Designation: The United States Department of Agriculture has determined the Kamas Meadows to be grassland of special environmental significance pursuant to

7 CFR Section 1468.3 as the Kamas Meadows lands provide protection of a highly sensitive natural resource as identified by the Utah State Technical Committee. Water resources and soils preserve a carbon sink and protect water flow to the Great Salt Lake, which is at-risk in the new climate regime expected for Utah. Said designation was established by the Utah State Technical Committee on August 11, 2023; and

WHEREAS, the purpose of the Conservation Easement is to protect or enhance forever the Conservation Values of the Property (the "**Conservation Purpose**" as further defined below); and

WHEREAS, Grantor desires and intends that the public outdoor recreational values of the Property be conserved and maintained by the continuation, initiation or introduction of activities on the Property that will not compromise the Conservation Values; and

WHEREAS, Baseline conditions of the Property are set forth in a Baseline Documentation Report (the "**Baseline**"); and

WHEREAS, as fee simple owner of the Property, Grantor owns the affirmative rights to identify, preserve, and protect forever the Conservation Values of the Property; and

WHEREAS, the Property was purchased, in part, by the Grantor through the federal Land and Water Conservation Fund pursuant to the Land Water Conservation Fund Act of 1965 ("LWCF") and is subject to its program requirements, set forth in statute and rule (54 U.S.C § 200301 *et seq*., 36 C.F.R. Part 59, and 2 C.F.R. § 200.316); and

WHEREAS, the Property was purchased, in part, by the Grantor through the State of Utah Outdoor Recreation Initiative (ORI) funding pursuant to the State's authority to administer funds under UCA § 79-7-501 *et seq*., and UCA § 51-9-901 *et seq*.; and

WHEREAS, Grantor desires to grant a perpetual Conservation Easement to the Grantee pursuant to the 'Land Conservation Easement Act' of Utah's statutes, Utah Code, Sections 57-18-1 to 57-18-7, which authorizes protection of natural, scenic, open space, aesthetic, historic, hydrologic, ecological, agricultural, and scientific values that are of great importance to Grantor, the Grantee, the people of Summit County, and the people of the State of Utah; and

WHEREAS, As of the Effective Date, the Grantee is a nonprofit corporation, incorporated and qualified to do business under the laws of Utah as tax-exempt public charity described in Sections 501(c)(3) and 509(a)(1) of the IRS Code (*defined below*). Grantee is organized to protect and conserve natural areas and ecologically significant land for scientific, charitable, and educational purposes; and is a "qualified organization" as defined in Section 170(h) of the IRS Code. The Grantee qualifies as a "holder" of a conservation easement under the Utah 'Land Conservation Easement Act' (UtahCode § 57-18-1, *et seq*); and

WHEREAS, To accomplish the Conservation Purposes, Grantor desires to convey to the Grantee and the Grantee desires to obtain from the Grantor a conservation easement that restricts

the uses of the Property and that grants certain rights to the Grantee in order to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Conservation Values.

CONSERVATION EASEMENT TERMS

IN CONSIDERATION of the recitals set forth above, the mutual covenants, terms, conditions, and restrictions contained in this Easement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and pursuant to the Utah state law, in particular, the 'Land Conservation Easement Act' of Utah's statutes, Utah Code , Sections 57-18-1 to 57-18-7, Grantor voluntarily grants and conveys to, and the Grantee accepts, a perpetual Conservation Easement in, on, over, and across the Property subject to the terms and conditions set forth in this Easement, restricting forever the uses that may be made of the Property and granting the Grantee certain rights in the Property; and Grantor and the Grantee agree as follows:

1. CONSERVATION PURPOSE. The purpose of this Easement is to preserve and protect in perpetuity the Conservation Values of the Property. In particular, the purpose of this Easement is to protect the Property's public recreational uses, it's open space and scenic character, natural habitat for wildlife and its water quality benefits. In achieving the above named purposes, it is the intent of this Easement to permit such uses of the Property as may be conducted consistent with the Conservation Values protected herein.

2. BASELINE DOCUMENTATION REPORT. By its execution of this Easement, the Grantee acknowledges that Grantor's present uses of the Property are compatible with the purposes of this Easement. In order to evidence the present condition of the Property (including both natural and man-made features) and to facilitate future monitoring and enforcement of this Easement, the Parties acknowledge that a Baseline Documentation Report (the "**Baseline**") has been prepared, which contains a collection of baseline data on the Property and its natural resources and an assessment of the current and consistent uses. By their signatures to and certification of the Baseline, and further by signature of this Easement, the Parties agree that the Baseline contains an accurate representation of the biological and physical condition and of the historical uses of the Property as of the Effective Date. In addition to the public benefits described as the Conservation Values, the Baseline identifies public policy statements and/or other factual information supporting the significant public benefit of this Easement. Grantor and the Grantee hereby approve the Baseline, a copy of which is on file with the Grantor and the original of which is on file with the Grantee at their respective addresses for notices set forth below.

3. THE GRANTEE'S RIGHTS. In order to accomplish the Conservation Purposes, the rights and interests that are granted and conveyed to the Grantee by this Easement consist of the following:

A. Preserve and Protect. The right to preserve, protect, identify, and monitor the Conservation Values in perpetuity, and, in the event of their degradation or destruction, the right to the legal remedies set forth herein or otherwise permitted by law.

B. Entry and Access Rights. The Grantee is, by this Easement, granted rights of access, whether by public ways or otherwise and including, but not limited to, any access

easements appurtenant to the Property or held by Grantor, to enter upon the Property in order to monitor compliance with and otherwise enforce the terms of this Easement, to study and make scientific observations of the Property and of natural elements and ecosystems and other features of the Property, and to determine whether the Grantor's activities are in compliance with the terms of this Easement, all upon reasonable prior notice to Grantor and in a manner that does not unreasonably disturb the use of the Property by Grantor consistent with this Easement. The Grantee has the right of immediate entry to the Property if, in its sole judgment, such entry is necessary to investigate, prevent, terminate, or mitigate a violation of this Easement, or to preserve and protect the Conservation Values. Notwithstanding the Grantee's right to access the Property, the Grantee shall not be permitted to access or enter any dwellings on the Property without the express consent of the Grantor.

C. Enforcement. The Grantee has the right to prevent or enjoin any activity on or use of the Property that constitutes a breach of this Easement or is inconsistent with the perpetual preservation of the Conservation Values, and the Grantee has the right to require the Grantor to restore such areas or features of the Property to the condition existing immediately prior to the activity complained of by such breach or inconsistent use or activity.

4. USES OF THE PROPERTY. Except as prohibited or otherwise limited by this Easement, Grantor reserves the right to use and enjoy the Property in any manner that is consistent with the Conservation Purposes and the perpetual preservation of the Conservation Values. Grantor will not perform, or allow others to perform, any act on or affecting the Property that is inconsistent with the Conservation Purposes. The uses set forth in **Exhibit C**, though not an exhaustive list of consistent uses and practices, are consistent with this Easement and will not be precluded, prevented, or limited, except as specifically set forth in **Exhibit C**. Any activity on or use of the Property that is inconsistent with the Conservation Purposes (including, without limitation, any activity or use that diminishes or impairs the Conservation Values) is prohibited. Though not an exhaustive list of prohibited and restricted uses, **Exhibit C** also describes such uses or activities that are inconsistent with the Conservation Purposes and are thus prohibited or restricted.

5. APPROVAL REQUEST.

A. The Grantee's Approval. Grantor will not undertake or permit any activity which by the specific provisions of this Easement require prior approval by the Grantee without first having notified and received approval from the Grantee as provided herein. Prior to the commencement of any activity for which this Easement requires prior written approval by the Grantee, Grantor will send the Grantee written notice of Grantor's intention to undertake such activity. The notice will inform the Grantee of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and all other relevant information. If in the Grantee's judgment additional information is required to adequately review the proposal, the Grantee will send written notice requesting such additional information within fifteen (15) days of receipt of Grantor's notice.

B. The Grantee's Decision. No later than thirty (30) days from the Grantee's receipt of information adequate to review the proposal, the Grantee will notify Grantor of its disapproval or approval of Grantor's proposal, or that the Grantee may approve the proposal with certain specified modifications. The Grantee's decision must be based upon the Grantee's assessment of the proposed activity in relation to its consistency or inconsistency with the terms of this Easement and whether it furthers the Conservation Values of the Property. Grantee's approval or failure to object to any proposed use or activity will not constitute consent to any subsequent use or activity of the same or any different nature.

6. ENFORCEMENT AND REMEDIES.

A. Notice of Violation; Corrective Action. If the Grantee becomes aware that a violation of the terms of this Easement has occurred or is threatened to occur, Grantee will give written notice to Grantor of such violation, and Grantor shall in the case of an existing violation, promptly cure ("**Grantor's Right to Cure**") the violation by (a) ceasing the same and (b) restoring the Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation. If Grantor fails to cure the violation within thirty (30) days after receipt of notice from the Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period or fails to continue diligently to cure such violation until finally cured, the Grantee will have all remedies available at law or in equity to enforce the terms of this Easement, including, without limitation, the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that portion of the Property affected by such activity to the condition that existed immediately prior to the undertaking of the activity complained of (regardless of whether the costs of restoration exceed the value of the Property), and to otherwise pursue all available legal remedies, including, but not limited to, monetary damages arising from the violation. The Grantee's rights under this Paragraph apply equally to actual or threatened violations of the terms of this Easement. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee is entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Furthermore, the provisions of the 'Land Conservation Easement Act' of Utah's statutes, Utah Code Ann. Sections 57-18-1 to 57-18-7, are incorporated into this Easement by this reference, and this Easement includes all of the rights and remedies set forth therein.

(i) Grantor shall be responsible for the acts and omissions of persons acting on its behalf, at its direction or with its permission, and the Grantee has the right to enforce this Easement against Grantor for any use of or activities upon the Property that are a violation of this Easement and that result from such acts or omissions. However, as to the acts or omissions of third parties other than the those described in the preceding sentence, the Grantee does not have a right of enforcement against Grantor unless Grantor is complicit in said acts or omissions,

fails to cooperate with the Grantee in all respects to halt or abate the event or circumstance of non-compliance with this Easement terms resulting from such acts or omissions, or fails to report such acts or omissions to the Grantee promptly upon learning of them.

(ii) The Grantee has the right, but not the obligation, to pursue all legal and equitable remedies provided under this Paragraph against any third party responsible for any activity or use of the Property that is a violation of this Easement, and Grantor shall, at the Grantee's option, assign its right of action against such third party to the Grantee, join the Grantee in any suit or action against such third party, or appoint the Grantee its attorney-in-fact for the purpose of pursuing an enforcement suit or action against such third party.

B. Costs of Enforcement. Grantor shall reimburse the Grantee for all reasonable expenses incurred by the Grantee in enforcing the terms of this Easement against Grantor, or with respect to actions by third parties for whom Grantor is responsible, as set forth in Paragraph 6A(i) above, including, without limitation, reasonable attorneys' fees and any costs of restoration necessary to cure the violation. In addition, any costs of restoration will be borne by the Grantor if Grantor is determined to be responsible for damage to the Property. If Grantor prevails in any action to enforce the terms of this Easement, each party shall bear its own costs. If Grantee prevails in part, then Grantor shall be responsible for all fees and costs of both parties as set forth above, unless Grantee is found by a final court of competent jurisdiction to have acted in bad faith.

C. Emergency Enforcement. If the Grantee reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values or to prevent breach or extinguishment of this Easement, the Grantee may pursue its remedies under this Easement without prior notice to Grantor and without waiting for the cure period to expire, provided however, Grantee will provide notice to Grantor at the earliest practicable time under the circumstances.

D. Waiver of Right to Enforce. The failure of the Grantee to discover a violation or to take action under this Easement will not be deemed or construed to be a waiver of the Grantee's rights under this Easement with respect to such violation in the event of any subsequent breach. In no event will any delay or omission by the Grantee in exercising any right or remedy constitute an impairment of or a waiver of such right or remedy. Grantor waives the defenses of prescription, laches and the running of any applicable statute of limitations.

E. Remedies Cumulative. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder and all remedies under this Easement may be exercised concurrently, independently or successively from time to time. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies which may be available at law or equity.

F. Acts Beyond the Grantor's Control. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against Grantor for, or to require the Grantee or Grantor to actively restore destruction of or damage to the Conservation Values resulting from any injury to or change in the Property resulting from causes beyond Grantor's control, including trespass, fire, flood, storm, earth movement, and other natural disasters or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. This Paragraph will not be construed to relieve the Grantor of the obligation to clean-up garbage or materials dumped on the Property by third parties and the obligation to take action to prevent third party violations of this Easement, or to otherwise maintain the Property in a condition consistent with the Conservation Purposes of this Easement.

G. Grantee's Obligations. After each inspection of the Property by Grantee, Grantee shall prepare a written monitoring report of the results of such inspection, including in particular any significant natural (or other) changes to the Property since the prior inspection. Grantee shall make a copy of such report available to Grantor. To the extent that Grantee by action or inaction does not perform or fulfill the preceding or any other affirmative, non-discretionary obligation required of Grantee pursuant to the terms of this Easement, then Grantor shall give written notice of such obligation to Grantee and the Parties shall cooperate and act in good faith to reach a resolution with respect to such obligation.

7. REPRESENTATIONS AND WARRANTIES.

A. State of Title. Grantor represents and warrants that Grantor has good and marketable title to the Property, free and clear of any liens or encumbrances that might cause extinguishment of this Easement or that would materially impair the Conservation Purposes.

B. Compliance with Laws. Grantor has not received notice of and has no knowledge of any material violation of any federal, state, county, or other governmental or quasi-governmental statute, ordinance, rule, regulation, law, or administrative or judicial order with respect to the Property.

C. No Litigation. Grantor represents and warrants that there is no action, suit, or proceeding that is pending or threatened against the Property or any portion thereof relating to or arising out of the Grantor's ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

D. Disclosure of Easement Information. Grantee has informed Grantor of the types and legal effects of conservation easements and has advised Grantor to obtain independent legal advice as required by Section 57-18-4 of the Land Conservation Easement Act.

E. Authority To Execute Easement. The person or persons executing this Easement on behalf of the Grantee represent and warrant that the execution of this Easement has been duly authorized by the Grantee. The person or persons executing this Easement on behalf of Grantor represent and warrant that the execution of this Easement has been duly authorized by Grantor.

8. COSTS, LEGAL REQUIREMENTS, AND LIABILITIES. Grantor will be responsible for and will bear all costs and liabilities of any kind related to the Grantor's ownership, operation, upkeep, and maintenance of the Property and agrees that the Grantee will have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions on the Property, or the protection of Grantor, the public, or any third parties from risks relating to conditions on the Property. Grantor agrees to pay before delinquency any and all real property taxes and assessments levied on the Property and agrees that the Grantor will keep the Grantee's interest in the Property free of any liens, including those arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantor will be solely responsible for any costs related to the maintenance of general liability insurance covering Grantor's acts on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use by Grantor on the Property and permitted by this Easement, and any activity or use will be undertaken in accordance with all applicable federal, state, and local laws, rules, regulations, and requirements. If more than one person or entity constitutes Grantor, the obligations of each and all of them under this Easement shall be joint and several.

9. RUNS WITH THE LAND. The terms and conditions of this Conservation Easement run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them, any and all of whom must comply with all terms and conditions of this Conservation Easement. This Conservation Easement burdens and runs with the Property in perpetuity.

10. SUBSEQUENT TRANSFERS AND SUBORDINATION. In conjunction with Paragraph 20, Grantor agrees to insert a covenant in favor of the Grantee into any subsequent conveyance, transfer, subordination, deed or other legal instrument by which Grantor divests either the fee simple title or a possessory interest in the Property (together, a "Subsequent Conveyance"), which covenant shall state in relevant part as follows: "This conveyance or transfer is subject to the terms and conditions of that certain Conservation Easement, dated _____, and recorded in the Office of the Summit County Recorder as Entry No. _____, Book ____, beginning at Page ___." Grantor further agrees to notify the Grantee of any pending Subsequent Conveyance at least fifteen (15) days in advance of such conveyance or transfer. The failure of the Grantor to comply with this Paragraph will not impair the validity of this Easement or limit its enforceability in any way. Any successor in interest of the Grantor (the "Successor Grantor"), by acceptance of a Subsequent Conveyance, shall be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Easement. In such case, the Successor Grantor shall be fully substituted for the Grantor hereunder and the Grantor shall be released from any further obligations with respect to this Easement as to the portions of the Property so conveyed or transferred. Notwithstanding the foregoing, if the Easement is extinguished in its entirety pursuant to judicial proceedings and in accordance with Paragraph 14

of this Easement, the Grantor and any Successor Grantor shall not be bound by the terms and conditions of this Paragraph 10.

11. INDEMNIFICATION.

A. Cross Indemnification. Notwithstanding any other provision of this Easement to the contrary, the Parties shall indemnify, defend, and hold harmless each other, including, without limitation, each Party's managers, members, directors, officers, employees, agents, contractors, and their successors and assigns (collectively, the "Indemnified Parties"), from and against any costs, liabilities, penalties, damages, claims, or expenses (including reasonable attorneys' fees) and litigation costs that the Indemnified Parties may suffer or incur as a result of, or arising out of:

1. Use of or activities on the Property by the Party;
2. The inaccuracy of any representation or warranty made in this Easement by the Party;
3. Any material breach of this Easement by the Party;
4. Injury to or the death of any person, or damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless due solely to the actions of any of the Indemnified Parties; and
5. Approvals for activities requested of a Party whether given or withheld under this Easement, except as the result of the gross negligence or intentional misconduct of the Party from whom approval was sought.

B. Grantor Indemnification. Grantor indemnifies, defends, and holds harmless the Grantee and its Indemnified Parties for:

1. Any claim, liability, damage, or expense suffered or incurred by or threatened against the Grantee by a third party and related to any approvals requested by Grantor, whether given or withheld by the Grantee, unless due solely to the Grantee's gross negligence or intentional misconduct; and
2. Any real property taxes, insurance, utilities, or assessments that are levied against the Property, including those for which exemption cannot be obtained, or any other costs of maintaining the Property.

12. CHANGE OF CONDITIONS. In granting this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may be used entirely for such prohibited uses in the future. It is the intent of Grantor and the Grantee that any such changes will not be deemed circumstances justifying the extinguishment of this Easement. In addition, the inability of Grantor, or Grantor's heirs, successors or assigns, to conduct or implement any or all of the uses permitted under this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

13. EXTINGUISHMENT. This Easement can be released, terminated or otherwise extinguished, whether in whole or in part, only (a) by judicial proceedings in a court of competent

jurisdiction and (b) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property for conservation purposes. Each Party will promptly notify the other when it first learns of such circumstances. The amount of the proceeds to which the Grantee will be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, will be determined in accordance with Paragraph 15 below. In the event of extinguishment of the Easement in its entirety pursuant to this Paragraph, the Property shall not be subject to any of the terms, conditions or restrictions of the Easement.

14. CONDEMNATION. If all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority, Grantor and the Grantee will join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, it being expressly agreed this Easement constitutes a compensable property right. All expenses incurred by Grantor and the Grantee in such action will be paid out of the recovered proceeds.

15. USE OF PROCEEDS. As described in the Memorandum of Understanding, dated January 22, 2025, by and between the Grantee and Grantor, Grantor has contributed funds to facilitate the conservation of the Property and therefore, Grantor shall be entitled to receive all of Grantee's share of condemnation proceeds described heretofore in Paragraph 14. DOR shall be entitled to recover its share of the proceeds, which shall be equal to the total amount of any ORI (*$500,00.00*) or LWCF (*$2,500,000.00*) funds used, in part, to purchase the Property, namely three million dollars and zero cents (*$3,000,000.00*). Grantor shall use said proceeds in a manner consistent with the protection of open land and conservation values and upon mutual agreement of the Parties, Grantee may hold a property interest as a joint property owner, conservation easement holder or conservation easement co-holder in any property acquired with the proceeds.

16. AMENDMENT. If circumstances arise under which an amendment to or modification of this Easement might be appropriate, the Grantee and Grantor may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the Conservation Purpose, qualification of this Easement, status or rights of the State, or the status of the Grantee as a qualified holder under any applicable laws, including the IRS Code or Utah statute. Any such amendment shall be at the discretion of the Grantee; shall be consistent with the preservation of the Conservation Values of the Property and the Conservation Purposes of this Easement; shall not affect its perpetual duration or its qualification under any laws; shall not permit any private inurement or impermissible private benefit to any person or entity; and shall have a positive or not less than neutral conservation outcome, based on an evaluation of the impact on the Conservation Values by an independent person selected by Grantee; and will be consistent with the Grantee's internal policies and procedures regarding easement amendments as may be in effect at the time of the amendment proposal. Any such amendment will be recorded in the land records of Summit County, Utah.

17. INTERACTION WITH STATE LAW. The provisions of the above Paragraphs addressing EXTINGUISHMENT, CONDEMNATION, and AMENDMENT shall apply notwithstanding any provisions addressing such actions under Utah law.

18. WRITTEN NOTICE. Any written notice called for in this Easement will be delivered: (i) in person; or (ii) by certified mail, return receipt requested, postage prepaid; or (iii) by facsimile with the original deposited with the United States Post office, postage prepaid on the same date as sent by facsimile; or (iv) by next-business-day delivery through a reputable overnight courier that guarantees next-business-day delivery and provides a receipt. Notices must be addressed as follows:

To the Grantee:	Summit Land Conservancy P.O. Box 1775 1887 Gold Dust Lane, Suite 101 Park City, Utah 84060 Attention: Cheryl Fox, CEO
To the Grantor:	Summit County Attn: Lands & Natural Resources Department 60 N Main Street P.O. Box 128 Coalville, UT 84017
To the State:	Division of Outdoor Recreation Attn: Patrick Morrison/Grant Program Mgr. Department of Natural Resources 1594 West North Temple, Suite 100 Salt Lake City, Utah 84116 patrickmorrison@utah.gov

Any Party, or the State, may, from time to time, by written notice to the other Parties, designate a different address that will be substituted for the relevant address or addresses set forth above. Notice is deemed to be given upon receipt.

19. INTERPRETATION.

A. Intent. It is the intent of this Easement to protect the Conservation Values in perpetuity by prohibiting and restricting specific uses of the Property, notwithstanding economic or other hardship or changes in circumstances or conditions. If any provision in this Easement is found to be ambiguous, an interpretation consistent with protection of the Conservation Values and Conservation Purposes is favored, regardless of any general rule of construction that may be to the contrary. In the event of any conflict between the provisions of this Easement and the provisions of any use and zoning restrictions of the State of Utah, the county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive conservation provisions will apply.

B. Governing Law. This Easement will be interpreted in accordance with the laws of the state of Utah.

C. Captions. The captions have been inserted solely for convenience of reference and are not part of this Easement and will have no effect upon construction or interpretation.

D. No Hazardous Materials Liability. Notwithstanding any other provision of this Easement to the contrary, nothing in this Easement shall be construed such that it creates in or gives to the Grantee: (a) the obligations or liabilities of an "Grantor" or "operator" as those words are defined and used in Environmental Laws as defined in paragraph 19(E) of this Easement , (b) the obligations or liabilities of a person described in 42 USC Section 9607(a)(3); (c) the obligations of a responsible person under any applicable Environmental Law; (d) any obligation to investigate or remediate any Hazardous Materials associated with the Property; or (e) any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

E. Environmental Laws. As used herein, "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements or any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect. As used herein, "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous materials, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment. Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws.

Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, such as substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee and the State regarding any past violations or noncompliance with Environmental Laws and associated remedial actions is complete and accurate. Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the State against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee or the State to Grantor

with respect to the Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Property by Grantee.

F. Merger. This Easement shall not be extinguished under the doctrine of merger. Notwithstanding the foregoing, prior to any occasion in which the Grantee takes legal title to Grantor's interest in the Property, the Grantee must assign this Easement to another Qualified Organization within the meaning of Section 170(h)(3) of the Code, which organization has among its purposes the conservation and preservation of land and water areas.

G. Construction. The Parties acknowledge and agree that (a) each Party is of equal bargaining strength; (b) each Party has actively participated in the drafting, preparation and negotiation of this Easement; (c) each Party has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Easement; (d) each Party and its counsel and advisors have reviewed this Easement; (e) each Party has agreed to enter into this Easement following such review and the rendering of such advice; and (f) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party do not apply in the interpretation of this Easement, or any portions hereof, or any amendments hereto.

H. One Parcel. Even if the Property consists of more than one parcel for real estate tax or any other purpose of if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Property as a whole.

I. Superiority of Easement. Any mortgage, trust deed, lien, judgment, or other financial interest executed or entered into against the Property hereafter shall be subordinate to this Easement and in no way enable the holder of the such interest or their successor(s) in interest to breach the terms of this Easement or otherwise compromise the Conservation Values protected thereby.

J. Definitions.

i. The term "**IRS Code**" means the Internal Revenue Code of 1986, as amended through the applicable date of reference.

ii. The term "**Development Rights**" means and includes any and all legal rights under federal, state, and/or local laws, ordinances, rules or regulations now in effect or enacted after this date to develop and build structures, expressed as the maximum number of dwelling units per acre for residential parcels or square feet of gross floor area for nonresidential parcels, that could be permitted under applicable zoning and subdivision rules and regulations.

iii. The terms "**Grantor**" and the "**Grantee**", and any pronouns used in place thereof, mean and include, respectively, Grantor and Grantor's personal representatives, heirs, devisees, personal representatives, and assigns, and all other successors as their interest may appear and the Grantee and its successors and assigns.

20. RESTRICTIONS ON TRANSFER. Other than in the context of an extinguishment that complies with Paragraph 13 of this Easement or a condemnation that complies with Paragraph 14, this Easement shall only be transferred if (i) as a condition of the transfer, Grantee requires that the purposes of this Easement continue to be carried out; (ii) the transferee, at the time of transfer, qualifies under section 170(h) of the IRS Code and section 57-18-3 of the Utah Code, as an eligible entity capable to receive this Easement directly; and (iii) the transferee has the commitment and resources to enforce, and agrees to enforce this Easement. Grantee agrees to provide written notice to Grantor at least sixty (60) days prior to any intended transfer of this Easement. Any subsequent transfer of this Easement shall also be subject to the provisions of this Paragraph. Any attempted transfer by Grantee of all or a portion of this Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Easement.

21. WILDLIFE DEPREDATION. Grantor Agrees not to exercise or seek any available right to monetary compensation from the State of Utah for damage caused by wildlife to the Easement Property, including but not limited to damage to irrigation equipment, ditches, water control structures, wells, farm equipment, fences, gates, buildings, crops, orchards, rangeland, trees, shrubs, landscaping, livestock feed, or stack yards. Nothing herein shall be construed as prohibiting Grantor from seeing available remedies from the State for predation damage caused to livestock by bear and cougar.

22. COMPLIANCE WITH ORI AND LWCF TERMS AND CONDITIONS. The parties, including the State, agree that because this Property was purchased in part with monies from the LWCF and ORI, that the Property is bound, in perpetuity, to comply with the specific requirements of the LWCF and ORI. A copy of the LWCF manual is attached as **Exhibit D** that outlines those requirements specific to LWCF pertaining to the property purchased with LWCF funds as described in **Exhibit B-1**, which are in addition to, and not in lieu of, any other terms and conditions in this Easement. Similarly, the terms and conditions that control the portion of the Property purchased with ORI funds as described in **Exhibit B-1**, are included in paragraph 23 of this Easement. Where the federal and state terms conflict, the more restrictive terms shall control.

23. ORI TERMS AND CONDITIONS. The Parties agree that the Property subject to the ORI funding requirements (*See* **Exhibit B-1** of this Easement):

A. Shall not be converted to other than public recreational use without written notice and approval from the State;

(i) If any infrastructure developed with the ORI funding is converted to another use, the other use must be of comparable value and may not be converted until the State agrees, in writing, to the converted use. The converted use must be in the same general location

and all costs, fees (including attorney's fees), and other expenses in converting the use will be paid by the Grantor;

B. Shall be maintained or ensure appropriate maintenance by Grantor, as determined by the State, of all facilities and Property in a safe, usable, and attractive condition. The Property shall be kept reasonably open, accessible, and safe for public use. Structures, trails, and trail infrastructure must be maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use, although the State makes no claim as to ownership of said infrastructure;

C. Shall be accessible to the general public, including compliance with the Americans with Disabilities Act (ADA);

D. Shall have all fees charged in allowing access to the Property to be disclosed to the State, subject to the Notice provisions in this Easement. The State reserves the right to determine if such fees are considered prohibitive and thus a violative of the ORI, or reasonable. If a fee is found to be prohibitive to public access, as determined in the sole discretion of the Division, the Grantor shall have thirty (30) days to substitute a reasonable access fee; and

E. Grantor shall notify the State of both the Property's legal closing and public opening dates. Upon the public opening of the Property, the parties shall make every effort to make the public aware of the Property's existence with appropriate publicity and marketing. Such publicity can include but is not limited to, a grand opening ceremony, press release to the local media, social media postings, or any other manner, as determined by the State, to appropriately promote the public use of the Property.

24. ENFORCEMENT OF LWCF AND ORI TERMS AND CONDITIONS. Pursuant to the terms of the LWCF, any authority under state and federal law, and DOR's ORI grant program, the State is granted the right of enforcement to ensure that any LWCF or ORI requirements continue to be enforced on the Property by the Grantee. The State is granted the right if in the State's sole discretion, the Conservation Purposes or Conservation Values are not being upheld or enforced by any party to this Conservation Easement, including any failure to enforce those terms as to third parties' use of the Property.

A. In the event that the State exercises this right of enforcement it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Conservation Easement, including, but not limited to, attorney's fees and expenses from Grantor.

B. The Grantee will annually monitor compliance and provide the State with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the LWCF and ORI requirements (the "**Monitoring Report**") and the Monitoring Report will largely comply with the form of Monitoring Report provided to and reviewed by the State prior to the recording of the Easement. Grantee shall provide the State with a copy of an annual monitoring report beginning in November of 2026 and thereafter, on an annual basis, and within no more than fourteen (14) months of Grantee's previous monitoring report. If the Monitoring Report is insufficient as determined by the State or is not timely provided, the State may conduct its own

inspection and prepare its annual monitoring report and Grantee will bear the reasonable costs of the State's inspection and monitoring. If the State has a reasonable belief of an unaddressed violation or an emergency situation that could lead to a diminution of the Conservation Purposes and Conservation Values, as determined by the State, the State may exercise its right of inspection.

C. The Parties agree that for inspection and enforcement purposes, the State will have reasonable access to the Property. When possible, the State will provide notice to Grantee and Grantor to afford them an opportunity to participate in the inspection. Prior to its inspection of the Property, the State shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection. The Parties also agree that in the event of threatened, potential or actual extinguishment, termination or condemnation as otherwise addressed herein, the State shall be a necessary party to those discussions and/or any legal action involving this Property.

D. The Parties agree that the State shall receive notice, as otherwise set forth in Section 18 of this Conservation Easement, for any action related to, on, or affecting the Property that has the potential to affect the Property's Conservation Purposes and Conservation Values specifically with respect to LWCF or ORI terms and conditions, including, but not limited to, Property transfer, judicial dissolution or other legal or administrative action.

E. The State, its employees, agents, and assigns are subject to the Governmental Immunity Act of Utah, section 63G-7-101 *et seq*. of the Utah Code and disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements related to this Conservation Easement, or violations of any Federal, State, or local laws, including all Environmental Laws, including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the State may be subject or incur relating to the Property.

F. Grantor hereby indemnifies and hold harmless the State, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the State may be subject or incur relating to the Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in the Conservation Easement or violations of any Federal, State, or local laws.

25. PROPERTY INCLUSION. Inholdings within the Property's boundaries and/or adjacent lands may be incorporated into this Easement if such inholdings are purchased by, donated to, or otherwise acquired by the Grantor and if the inholding is consistent with the Conservation Purpose and improves the overall public benefit of the Property. Any land incorporated into this

Easement pursuant to this paragraph must be made expressly subject to all terms and conditions of this Easement, and the incorporation must be (1) documented through appropriate legal descriptions and updates to the Baseline Documentation Report at the time of incorporation, and (2) promptly recorded in the records of the appropriate County of which the parcel resides.

26. SEVERABILITY AND ENFORCEABILITY. The terms and purposes of this Easement are intended to be perpetual. If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party under this Easement will not be materially and adversely affected thereby, (a) such holding or action shall be strictly construed; (b) such provision shall be fully severable; (c) this Easement shall be construed and enforced as if such provision had never comprised a part hereof; (d) the remaining provisions of this Easement shall remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Easement; and (e) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Easement a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible.

27. EXHIBITS. **Exhibit A**, **Exhibit B, Exhibit B-1**, **Exhibit C**, and **Exhibit D**, each of which is attached hereto, are integral parts to this Easement and are incorporated herein to this Easement by this reference.

28. COUNTERPARTS. This Easement may be executed in one or more counterparts, all of which taken together will be considered one and the same agreement and each of which will be deemed an original. This Easement shall become effective when each Party has received a counterpart signature page signed by all of the other Parties.

25. RECORDING; EFFECTIVE DATE. This Conservation Easement shall be effective (the "**Effective Date**") on the day and date it is recorded in the Summit County Recorder's Office, with a date-stamped copy retained as proof of timely delivery. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement, and Grantor agrees to execute any such instruments upon reasonable request.

26. ENTIRE AGREEMENT. This Easement, including the Recitals above and Exhibits A-D attached hereto, sets forth the entire agreement and understanding of the Parties with respect to the transactions contemplated by this Easement and supersedes all prior arrangements, promises, communications, representations, warranties and understandings, whether oral or written, by any Party or any officer, employee, representative or agent of any Party with respect to the transactions contemplated by this Easement.

[SIGNATURE PAGE FOLLOWS]

GRANTOR AND THE GRANTEE have executed this Conservation Easement as of the Effective Date.

GRANTOR:

SUMMIT COUNTY
a political subdivision of the
State of Utah

_____
By: Shayne Scott
Title: County Manager

GRANTEE:

SUMMIT LAND CONSERVANCY,
a Utah nonprofit corporation

_____
By: Cheryl Fox
Title: Chief Executive Officer

SUMMIT COUNTY COUNCIL

_____
By: Canice Harte
Title: Summit County Council Chair

Approved as to form:

_____
By: David L. Thomas
Title: Chief Civil Deputy

STATE OF UTAH)
:ss.
COUNTY OF SUMMIT)

The foregoing instrument was signed before me this _____ day of _____, 202_, by _____, the _____ of Summit Land Conservancy

_____
NOTARY PUBLIC
Residing at: _____

STATE OF UTAH)
:ss.
COUNTY OF _____)

The foregoing instrument was signed before me this _____ day of _____, 202_, by _____, the _____ of Summit County

_____
NOTARY PUBLIC
Residing at: _____

STATE OF UTAH)
:ss.
COUNTY OF _____)

The foregoing instrument was signed before me this _____ day of _____, 202_, by _____, the _____ of Summit County

_____
NOTARY PUBLIC
Residing at: _____

EXHIBIT A
TO
CONSERVATION EASEMENT

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1: (FOR REFERENCE: CD-421-X)
DESCRIBED AS: BEGINNING AT A POINT 1,135.37 FEET N89°26'45"E AND 239.23 FEET SOUTH FROM THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°15'19" EAST 1,672.58 FEET; THENCE SOUTH 64°56'37" WEST 1644.86 FEET TO THE POINT OF A TANGENT 2100.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 64°26'07" 37.26 FEET); THENCE 37.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°00'59"; THENCE SOUTH 63°55'37" WEST 494.20 FEET TO THE POINT OF A TANGENT 2900.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 57°46'59" 620.77 FEET); THENCE 621.96 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°17'17"; THENCE NORTH 01°09'35" EAST 1,489.50 FEET; THENCE N00°01'06"E 585.78 FEET; THENCE NORTH 53°21'45" EAST 232.55 FEET; THENCE NORTH 71°01'29" EAST 699.77 FEET; THENCE NORTH 71°18'19" EAST 1,200.00 FEET; THENCE NORTH 77°06'59" EAST 482.08 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 106.94 ACRES, MORE OR LESS.

PARCEL 2: (FOR REFERENCE: CD-424-X)
DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 EAST; THENCE NORTH 00°10'42" WEST 242.49 FEET; THENCE NORTH 31°53'41" EAST 1079.11 FEET; THENCE NORTH 77°02'38" EAST 1248.38 FEET; THENCE NORTH 72°15'00" EAST 467.68 FEET; THENCE NORTH 53°18'17" EAST 395.53 FEET; THENCE NORTH 46°20'25" EAST 730.61 FEET; THENCE NORTH 84°37'01" EAST 223.08 FEET; THENCE NORTH 73°20'40" EAST 709.86 FEET; THENCE NORTH 00°03'30" WEST 146.78 FEET; THENCE NORTH 89°43'14" EAST 1178.06 FEET TO THE POINT OF A NON-TANGENT 306.84 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 42°04'37" EAST 5.94 FEET); THENCE 5.94 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°06'35"; THENCE SOUTH 42°37'54" EAST 217.00 FEET; THENCE SOUTH 00°01'31" EAST 2512.39 FEET; THENCE SOUTH 89°29'55" WEST 2654.83 FEET; THENCE NORTH 89°58'51" WEST 2654.53 FEET TO THE POINT OF BEGINNING. CONTAINING 229.79 ACRES, MORE OR LESS.

ALSO INCLUDING PARCEL 2 LYING EASTERLY OF LAMBERT LANE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 EAST SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°01'31" EAST 31.61 FEET; THENCE NORTH 57°46'32" WEST 58.82 FEET; THENCE NORTH 89°43'14" EAST 49.74 FEET TO THE POINT OF BEGINNING. CONTAINING 0.02 ACRES, MORE OR LESS. COMBINED PARCELS CONTAINS: 229.81 ACRES, MORE OR LESS.

PARCEL 3: (FOR REFERENCE: CD-426-X)
DESCRIBED AS: BEGINNING AT A POINT LOCATED NORTH 00°10'42" WEST 242.49 FEET AND NORTH 31°53'41" EAST 1079.27 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE RUNNING NORTH 31°53'41" EAST 279.96 FEET TO THE POINT OF A TANGENT 2800.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 47°54'39" EAST 1545.08 FEET); THENCE 1565.39 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°01'56"; THENCE NORTH 63°55'37" EAST 494.20 FEET TO THE POINT OF A TANGENT 2000.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 64°26'07" 35.48 FEET); THENCE 35.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°00'59"; THENCE NORTH 64°56'37" EAST 1484.82 FEET; THENCE NORTH 78°09'58" EAST 105.47 FEET; THENCE NORTH 64°20'53" EAST 207.95 FEET; THENCE SOUTH 00°17'02" EAST 711.98 FEET; THENCE SOUTH 00°03'30" EAST 146.78 FEET; THENCE SOUTH 73°20'40" WEST 709.86 FEET; THENCE SOUTH 84°37'01" WEST 223.08 FEET; THENCE SOUTH 46°20'25" WEST 730.61 FEET; THENCE SOUTH 53°18'17" WEST 395.53 FEET; THENCE SOUTH 72°15'00" WEST 467.68 FEET; THENCE SOUTH 77°02'38" WEST 1248.38 FEET TO THE POINT OF BEGINNING. CONTAINING 60.39 ACRES, MORE OR LESS.

PARCEL 4: (FOR REFERENCE: CD-425-B-X)
DESCRIBED AS: BEGINNING AT THE WEST QUARTER CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 89°43'14" EAST 1,313.04 FEET; THENCE SOUTH 01°09'35" WEST 489.22 FEET TO THE POINT OF A NON-TANGENT 2,900.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 41°46'01" WEST 994.40 FEET); THENCE 999.34 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°44'39"; THENCE SOUTH 31°53'41" WEST 130.87 FEET; THENCE SOUTH 89°52'11" WEST 567.44 FEET; THENCE NORTH 00°10'42" WEST 1,336.81 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 31.98 ACRES, MORE OR LESS.

PARCEL 5: (FOR REFERENCE: CD-425-A-X)
DESCRIBED AS: BEGINNING AT A POINT 1,336.81 FEET SOUTH 00°10'42" EAST FROM THE WEST QUARTER CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 89°52'11" EAST 567.44 FEET; THENCE SOUTH 31°53'41"WEST 1,068.63 FEET; THENCE NORTH 00°10'42" WEST 906.00 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 5.90 ACRES, MORE OR LESS.

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EXHIBIT B
TO
CONSERVATION EASEMENT

PROPERTY MAP

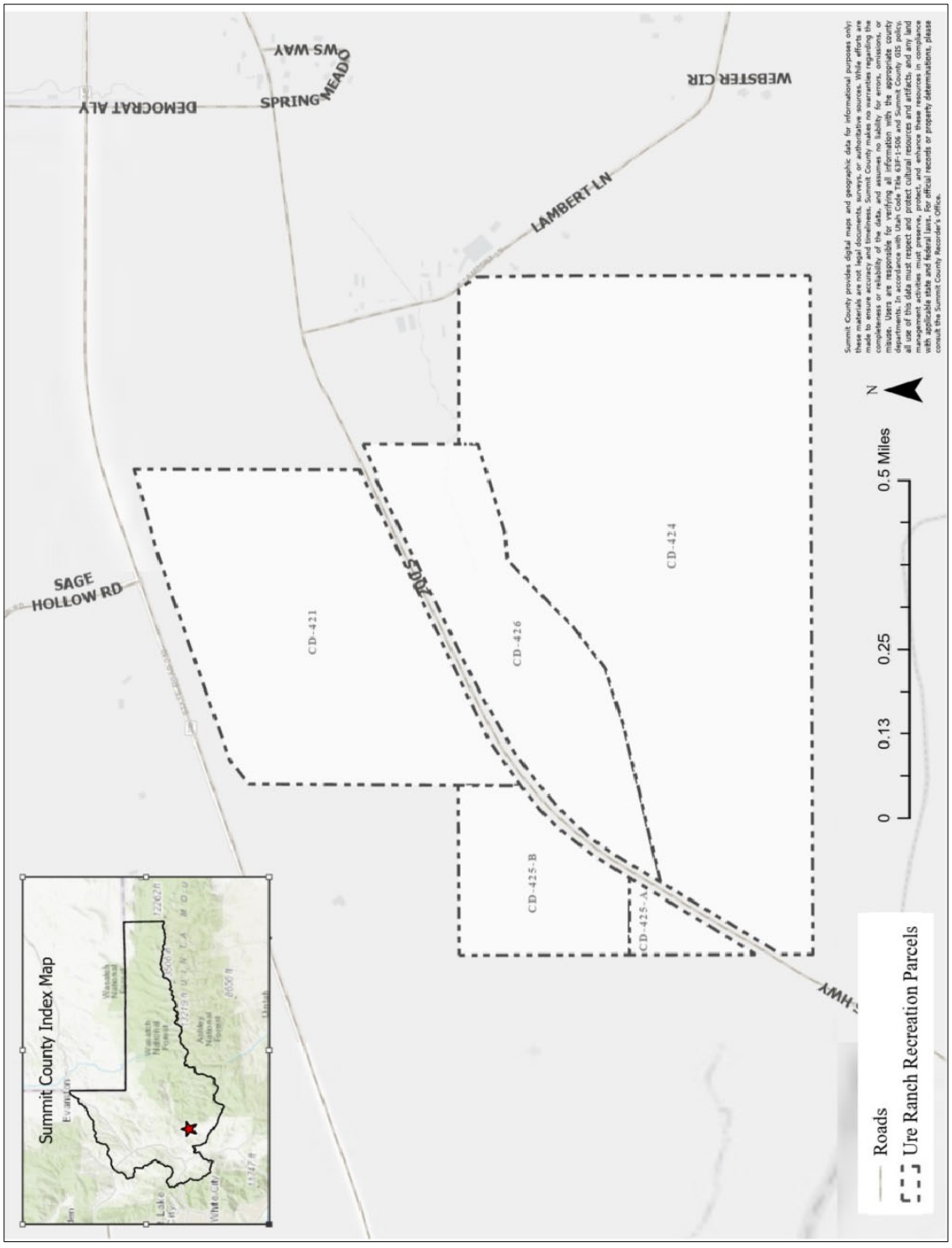


EXHIBIT B-1
TO
CONSERVATION EASEMENT

LWCF & ORI FUNDING MAP

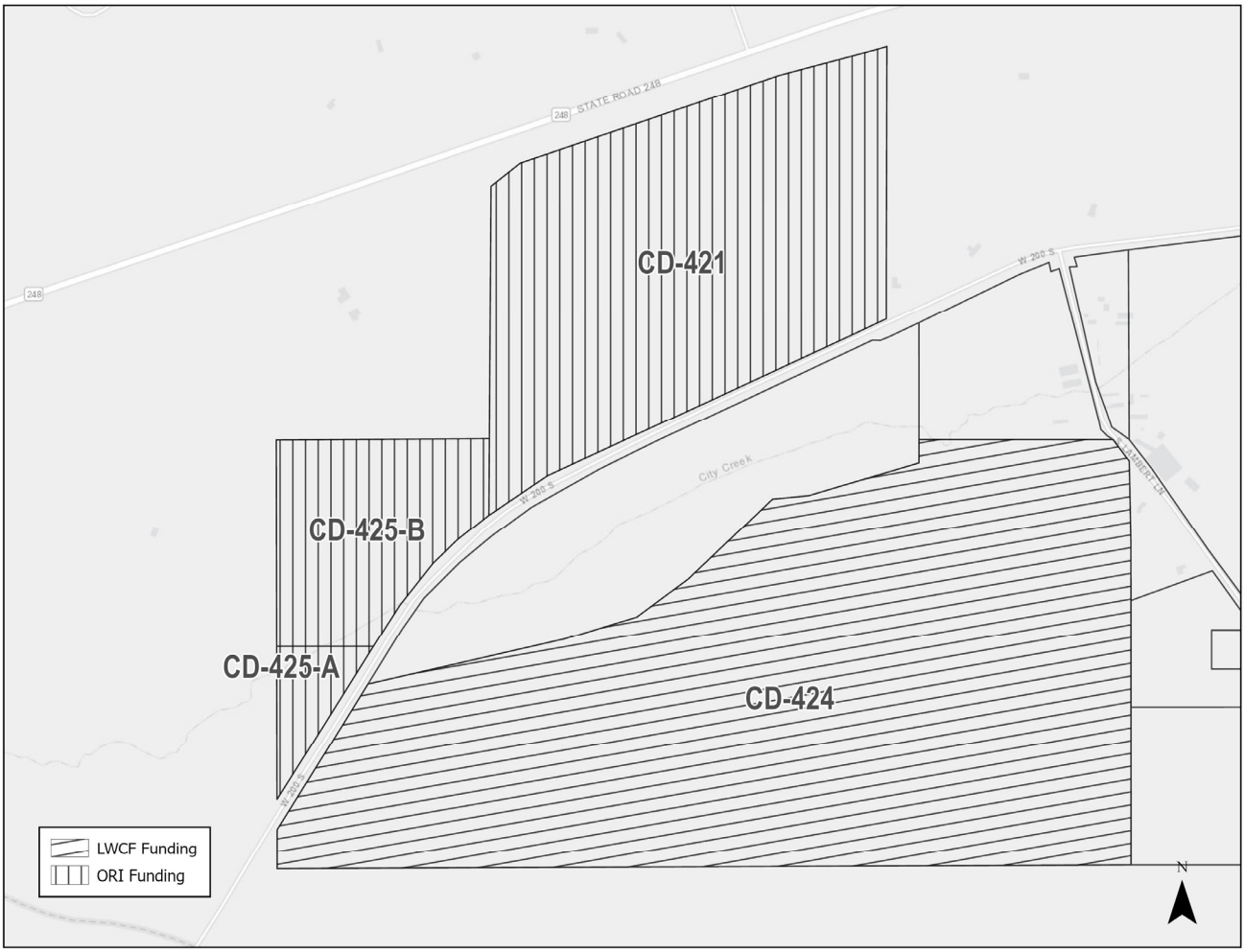


EXHIBIT C
TO
CONSERVATION EASEMENT

PERMITTED AND RESTRICTED USES AND PRACTICES

Any activities inconsistent with the Conservation Purposes of this Easement are prohibited. The uses set forth in this **Exhibit C** detail specific activities that are permitted and prohibited under this Easement. The uses set forth in this **Exhibit C** are also intended to provide guidance in determining the consistency of other activities with the Conservation Purpose. Notwithstanding the uses set forth in this **Exhibit C** and notwithstanding any provision of this Easement to the contrary, in no event will any of the permitted uses of the Property (whether set forth in this **Exhibit C** or elsewhere in this Easement) be conducted in a manner or to an extent that diminishes or impairs the Conservation Values or that otherwise violates this Easement.

1) MANAGEMENT. The Property shall be managed by the Grantor according to best practices for natural and undeveloped land with public recreational uses. The Property shall not be used for any purpose inconsistent with it being maintained as open land. Residential and industrial uses are prohibited.

2) AGRICULTURE. Grantor retains the right to use the Property for grazing for horses, cattle, sheep, goats, llamas, and alpacas, and to permit others to use the Property for such purposes. Minor structures for the care of livestock are permitted including but not limited to feed and water troughs, generators and solar array panels for irrigation water pumps and head gates for the maintenance of ditches. Buildings for agricultural uses are prohibited. Livestock stocking rates shall be consistent with the recommendations of the Utah Department of Agriculture and Food, and grazing practices shall be managed in accordance with recognized principles of sustainable rangeland management.

Notwithstanding the above, Grantor will not construct or operate a game or livestock farm on the Property, nor will Grantor raise or hold game or livestock on the Property, unless specifically allowed under this section ("**Agriculture**"). For purposes of this section, "**Game**" means wildlife normally pursued, caught, or taken by sporting means for human use. UCA section 23A-1-101(22). Similarly, for the purposes of this section, "**Livestock**" means cattle, sheep, goats, swine, horses, mules, poultry, or domesticated elk (as defined in Utah Code section 4-39-102) or any other domestic animal or domestic furbearer raised or kept for profit. UCA section 4-1-109(7).

3) RECREATIONAL USES. The Property may be used for non-motorized recreational activities including, but not limited to hiking, biking, snowshoeing, Nordic, equestrian, public gatherings, and picnics.

4) PUBLIC ACCESS TRAILS. The Property shall be used for public outdoor recreation and trails may be built to accommodate such Recreational Uses.

5) TRAIL AND RECREATIONAL AMENITIES. Structures for the public enjoyment of the Property are allowed, including but not limited to sign kiosks, benches, picnic

tables, gazebos, pergolas, bike maintenance stations, trash receptacles, barbeque grills, parking/trailheads, shelters or huts, wooden or other material trail features, maintenance structures, restrooms, and other related trail and/or recreational related amenities as needed to support intended Recreational Uses.

6) CULTURAL RESOURCES. In accordance with Utah Code Title 9, Chapter 8a, Part 3 and Utah Administrative Code R652-60, the property shall be maintained in a manner that protects and preserves all prehistoric cultural resources and artifacts. This includes compliance with the requirements for archaeological surveys, permitting, and consultation with the State Historic Preservation Office (SHPO). All undertakings on this property will take into account the potential effects on any site, structure, or object that is included in or eligible for inclusion in the State or National Register of Historic Places. Grantor shall locate trails and recreational amenities to maintain and protect the known locations (as documented in the Baseline) of cultural artifacts and features. The parties acknowledge that lithic artifacts from stone tool makers, dispersed throughout the Property and in varying locations due to earth movement from natural causes, may be disturbed in the course of new construction. Any future discovery of archeological artifacts or features that differ from the lithic artifacts commonly found on the Property will be considered by the Grantee and Grantor for protection, either in-situ or relocated, with a view to ensuring their integrity for present and future generations.

7) GATHERINGS OF PEOPLE AND EVENTS. Public gatherings and events are allowed, including but not limited to organized hikes, organized trail races, public and private gatherings, and education events. Temporary uses and facilities incidental to the event are permitted such as, but not limited to, water and waste stations, potable restrooms, bleachers, staging areas, and shade tents.

8) SIGNS AND BILLBOARDS. Billboards and signs are prohibited on the Property, other than signs for the following purposes:

A. To indicate that the open space and public recreational values are protected by the Grantee, Grantor, Land and Water Conservation Fund, State of Utah Outdoor Recreation Initiative and other funding sources; and
B. To identify trails, interpretive, and/or cultural sites on the Property and to provide educational information; and
C. To state rules, regulations, safety and/or hazardous conditions found on the Property; and
D. To close trails temporarily on the Property in order to protect wildlife or for public safety reasons; and
E. To post “Hunting or Trapping” regulations; and
F. To notify the public of temporary events, including but not limited to, directional markers for race participants, provided such signs are promptly removed after culmination of the event.

9) HABITAT RESTORATION ACTIVITIES. Activities to restore or enhance native plant communities or terrestrial and aquatic wildlife habitat are permitted, provided such activities are consistent with the Conservation Values and Conservation Purposes of this Easement.

10) NATIVE VEGETATION. The removal, cutting or destruction of native vegetation is prohibited except as reasonably incident to permitted activities or as otherwise permitted by this **Exhibit C**, for disease or insect control or to prevent property damage or personal injury. The introduction of any non-native plant or animal species is prohibited other than those generally accepted for habitat improvement or as mutually agreed upon by Grantor and Grantee.

11) FIRE SUPPRESSION. Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property. Appropriate means to reduce or remove high risk fuel loads include, but are not be limited to: mechanized methods; biological controls, including short-duration grazing; slash, cut, pile, and burn; and controlled burns**.**

12) CHEMICAL AND BIOLOGICAL CONTROLS. In accordance with all applicable federal, state and local laws and regulations, Grantor has the right to use agrichemicals and biological controls on the Property as necessary to control noxious weeds, pests, and for mosquito abatement. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed, pest and mosquito abatement objectives. The use of such agents shall be conducted in a manner to minimize adverse effects on the natural values of the Property and to avoid any impairment of the natural ecosystems and processes.

13) USE OR TRANSFER OF DEVELOPMENT RIGHTS. Except as specifically permitted by this **Exhibit C**, the exercise of any Development Rights associated with the Property is prohibited, including, without limitation, the construction or placement of any residential or other buildings, roads, golf courses, bridges, mobile homes, house-trailers, permanent tent facilities, underground tanks, and/or other structures or improvements. Except as allowed under this **Exhibit C**, all Development Rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property are terminated and extinguished and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described or to any other property adjacent or otherwise nor used for the purpose of calculating permissible lot yield of the Property or any other property.

14) NO SUBDIVISION. The Property may be granted, sold, exchanged, devised, gifted, transferred or otherwise conveyed in unified title as one parcel only. Subdivision, partition or creation of other parcels or lots whether by lot division, condominium, time share or other manner of ownership which creates discrete parcels or separate ownership or control of portions of the Property shall be prohibited. Notwithstanding, Grantor may adjust the boundary lines of the Property or create a new parcel to dedicate lands for the purpose of constructing the Replacement Road as described in Section 17 of this **Exhibit C.**

15) NO HAZARDOUS MATERIALS. Use, dumping, storage, or other disposal of toxic materials or Hazardous Materials is prohibited, except that fertilizers and herbicides permitted under **Exhibit C** may be used and stored on the Property, provided that all such use and storage is in compliance with applicable health, safety, and Environmental Laws and regulations and further provided that all such use and storage does not diminish or impair the Conservation Values.

16) DUMPING, WASTE, AND STORAGE. Accumulation or dumping of trash, refuse, sewage, or junk is prohibited on the Property. This restriction will not prevent generally accepted recreational, agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products, or agricultural byproducts on the Property, or the temporary storage of trash or waste generated in the normal course of permitted activities.

17) ROADS. Grantor may construct a new public road across a portion of Summit County Parcel No. CD-421 (the "**Replacement Road**") for the purpose of replacing the section of the public road know as West 200 South (a.k.a the Gun Club Road) that lies between the east boundary of the Property and tax parcel CD-425-B (the "Old Road"). No other new roads for public or private motor vehicle use shall be constructed on the Property. Existing dirt roads may be used for maintenance and monitoring of the Property, maintenance of utilities and emergency services.

18) MOTORIZED VEHICLE USE. The use of motorized vehicles or Motorized Recreation equipment including, but not limited to, snowmobiles, off highway vehicles (OHV), all-terrain vehicles (ATV/UTV), motorcycles or electric motorcycles/dirt bikes, electric vehicles of any kind, other motorized or electric recreational vehicles or alike are prohibited on Property unless as may be necessary for general monitoring or administrative purposes (i.e. security/law enforcement, monitoring trail conditions, ensure conservation values are intact, etc.), as necessary to respond to an emergency by the Grantor, Grantee, or its authorized representative, or as necessary for Grantor operations and training. Notwithstanding, Grantor may allow for the restricted use of e-bikes, electric scooters and similar recreational devices on the Property.

19) UTILITIES. The use, maintenance, and replacement or reconstruction of existing utilities and easements of record is permitted, provided that, following such activity, any area of disturbance to the Property is restored, to the extent reasonably practical, to the state of the Property prior to the disturbance. The installation of renewable energy utilities and electric car charging stations, to support any Permitted Uses herein is permitted. The installation of underground (i.e., buried) utilities, including the grant of associated rights-of-way for the same, is permitted. The installation of above ground utilities is prohibited.

19) HUNTING AND TRAPPING. Hunting and/or trapping on the Property is permitted, in compliance with applicable laws and regulations. Grantor, at its sole discretion, may post the Property with signs stating that hunting and/or trapping is permitted or prohibited on the Property and/or may regulate such use as determine necessary to protect the Conservation Values.

20) ALTERATION OF NATURAL WATER COURSES. Manipulation or alteration by Grantor of any natural water course, wetland, stream bank, shoreline, vernal pool or body of water existing on the Property shall be in accordance with federal, state and local government laws and regulations and requirements, including but not limited to permitting requirements of the Utah Division of Water Rights, Utah Division of Natural Resources and the United States Army Corps. of Engineers.

21) WATER RESOURCES. Existing surface and sub-surface water resources and facilities including ditches, drainage improvements, springs, pipes, ponds and troughs, as

identified in the Baseline, may be maintained and improved, but new water resources and facilities may be constructed only upon prior written approval of the Grantee, which will not be unreasonably withheld.

22) SURFACE AND SUBSURFACE MINERAL EXPLORATION AND EXTRACTION. Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of the Easement or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method from the Property is prohibited. If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this Easement is executed, and their interests have not been subordinated to this Easement, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph. Any mineral leases or other conveyances of minerals entered into or renewed after the date of this Easement are subordinate to the terms of this Easement and must incorporate by reference this Easement.

23) INCONSISTENT OR ADVERSE ACTIONS. Any action or practice that is inconsistent with the Conservation Purposes or that diminishes or impairs the Conservation Values is strictly prohibited.

24) COMMERCIAL FACILITIES AND ACTIVITIES. Grantor will not establish or conduct any commercial or industrial facilities or activities on the Property (other than those necessary or beneficial to the operation or use of the Property expressly permitted by this Easement).

25) AIRCRAFT FACILITIES. Grantor will not constructor erect any aircraft facilities or aircraft landing facilities on the Property.

26) CONSTRUCTION. Grantor will not construct any structures or facilities on the Property except as allowed herein of this **Exhibit C**.

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EXHIBIT D
TO
CONSERVATION EASEMENT

LWCF MANUAL

Additional Legal Requirements for Properties Funded In Whole or In Part by the Land and Water Conservation Fund (LWCF) Act

(54 U.S.C. § 200301 et seq*., 36 C.F.R. Part 59, and 2 C.F.R. § 200.316)*

The following sets forth a summary recitation of the federal terms and conditions binding the Property, as set forth in Chapter 8 of the National Park Service (NPS) LWCF Manual (v72-1), published on April 21, 2025, and updated as of September 4, 2025 ("LWCF T&Cs" or "LWCF Manual") and hereby incorporated by reference.[1]

A. Applicability

The responsibilities cited herein are applicable to the area depicted or otherwise described on the LWCF boundary map and/or as described in other project documentation approved by the NPS (36 C.F.R. § 59.1), namely the Property, as defined in this Easement. Even if LWCF funds were used only to acquire property, the Property in full is subject to the requirements of the LWCF.

B. Operation and Maintenance

1. The property shall be maintained so as to appear attractive and inviting to the public.
2. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards.
3. Any outdoor recreation facilities should comply with all State and Federal legislation (e.g., 42 U.S.C. § 6901 *et. seq*. and the National Institute for Occupational Safety and Health (NIOSH)) as required and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.
4. Properties shall be kept reasonably open, accessible, and safe for public use. Fire prevention, lifeguard, and similar activities shall be maintained for proper public safety.
5. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.
6. The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
7. A posted LWCF acknowledgement sign shall remain displayed at the project site.

C. Post-Completion Inspections and Reporting (2 C.F.R. § 200.330 and the FAIR)

Inspections

A post-completion inspection (the "Inspection") is to be made within five years after final billing and at least once every five years thereafter. The following should be considered:

[11] The full, current federal LWCF Manual is no longer available in print. It may be accessed at https://www.nps.gov/subjects/lwcf/lwcf-manual.htm.

1. Retention and use. Is the LWCF boundary area intact and the property being used for outdoor recreation purposes including those intended through the projects funded with LWCF assistance?
2. Appearance. Is the property attractive and inviting to the public?
3. Maintenance. Is upkeep and repair of structures and improvements adequate? Is there evidence of poor workmanship or use of inferior quality materials or construction? Is vandalism a problem? Is the area being maintained?
4. Management. Does staffing and servicing of facilities appear adequate?
5. Availability. Is there evidence of discrimination (including based on residence)? Is the property readily accessible and open to the public during reasonable hours and times of the year?
6. Signing. Is the area properly signed to allow for user information and safety, and proper acknowledgement of the federal Land and Water Conservation Fund?
7. Interim use. Where lands have been acquired but not yet developed, the inspection should determine whether the interim uses of the property are in accordance with agreements with the NPS.
8. NPS Involvement. When requested by NPS, Grantee and Grantor will work together to facilitate any NPS inspection of the Property.

Reporting

Regardless of whether the LWCF was the sole source of funding, within ninety (90) days of completion of the Inspection, *supra*, states are required to submit a report to the NPS every 5 years.

The inspection report should include:

1. The date of inspection;
2. Description of the findings; and
3. A summary report of issues found and corrective actions taken or to be taken, if applicable.
    a. Reports should note the condition of assisted facilities, including whether they are close to the end of their useful life such that a declaration of obsolescence must be filed, or plans for rehabilitation, if rehabilitation is not possible. The report should include certification by the state that such obsolescence is not a result of neglect or inadequate maintenance on the part of the project sponsor.
    b. Please note that the reporting requirements to the NPS for a development only LWCF grant do not require an on-site inspection report unless there is a post-completion compliance problem such as park closure or non-recreation/private use. occurring within the LWCF boundary area is discovered, for NPS review and action.
    c. The State will retain a copy of each report unless otherwise directed by the NPS, and must report annually to the NPS, including project numbers of all sites inspected and the dates of inspection.

D. Cooperation Between the Grantor and the State

While the reporting requirements are the State's responsibility, Grantee agrees to cooperate fully with the State and the NPS in carrying out the State's reporting requirements, and, when possible, assist the State in fulfilling this obligation.

E. Availability to Users

1. Discrimination on the basis of race, color, national origin, religion, or sex. Pursuant to Title VI of the 1964 Civil Rights Act, property acquired or developed with LWCF assistance shall be open to entry and use by all persons regardless of race, color, or national origin, who are otherwise eligible. Title 43, Part 17 (43 C.F.R. Part 17), effectuates the provisions of Title VI. The prohibitions imposed by Title VI apply to park or recreation areas benefiting from federal assistance and to any other recreation areas administered by the State agency or local agency receiving the assistance. Discrimination is also prohibited on the basis of religion or sex.
2. Discrimination on the basis of residence. The Prohibition of Discrimination section of the LWCF Act (54 U.S.C. § 200305(i)) provides that, with respect to property acquired and/or developed with LWCF assistance, discrimination on the basis of residence, including preferential reservation, membership or annual permit systems is prohibited except to the extent that reasonable differences in admission and other fees may be maintained on the basis of residence. This prohibition applies to both regularly scheduled and special events (36 C.F.R. § 59.4(a)).Fees charged to nonresidents cannot exceed twice the amount charged to residents. Where there is no charge for residents, but a fee is charged to nonresidents, nonresident fees cannot exceed fees charged for residents at comparable State or local public facilities.Reservation, membership, or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents. Recipients are prohibited from providing residents the option of purchasing annual or daily permits while at the same time restricting nonresidents to the purchase of annual permits only (36 C.F.R. § 59.4(c)).These provisions apply to whole recreation area within the LWCF boundary area. Nonresident fishing and hunting license fees are excluded from these requirements (36C.F.R. § 59.4(c)).
3. Discrimination on the basis of disability. Section 504 of the Rehabilitation Act of 1973 requires no qualified person shall, on the basis of disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance. The Americans with Disabilities Act of 1990 (Public Law 100-336) simply references and reinforces these requirements for federally assisted programs.
4. Reasonable use limitations. Project sponsors may impose reasonable limits on the type and extent of use of areas and facilities acquired and/or developed with Fund assistance when such a limitation is necessary for maintenance or preservation. Thus, limitations may be imposed on the numbers of person using an area or facility or the

type of users, such as "hunters only" or "hikers only." All limitations shall be in accordance with the applicable grant agreement and amendments.

F. Leasing and Concession Operations Within an LWCF Boundary Area.

All lease documents and concession agreements for the operation of LWCF-assisted sites by private organizations or individuals must meet State and LWCF specific requirements, including the following:

1. In order to protect the public interest, the project sponsor must have a clear ability to periodically review the performance of the lessee/concessioner and terminate the lease/agreement if its terms and the provisions of the grant agreement, including standards of maintenance, public use, and accessibility, are not met.
2. The lease/agreement document should clearly indicate that the leased/concessioned area is to be operated by the lessee/concessioner for public outdoor recreation purposes in compliance with provisions of the LWCF Act and implementing regulations (36 C.F.R. Part 59). As such, the document should require the area be identified as publicly owned and operated as a public outdoor recreation facility in all signs, literature and advertising, and is operated by a lessee/concessioner as identified in the public information to eliminate the perception the area is private.
3. The lease/agreement document should require all fees charged by the lessee/concessioner to the public to be competitive with similar private facilities.
4. The lease/agreement document should make clear compliance with all Civil Rights and accessibility legislation (e.g., Title VI of Civil Rights Act, Section 504 of Rehabilitation Act, Americans with Disabilities Act) is required, and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.

G. Conversions of Use

1. Property acquired or developed with LWCF assistance shall be retained and used for public outdoor recreation. Any property so acquired and/or developed shall not be wholly or partly converted to other than public outdoor recreation uses without the approval of NPS pursuant to the LWCF Act (54 U.S.C. § 200305(f)(3)) and conversion requirements outlined in regulations (36 C.F.R. § 59.3). The conversion provisions of the LWCF Act, regulations, and these guidelines apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the program in the assisted area or facility and consistent with the contractual agreement between NPS and the State.
2. If the NPS is alerted or otherwise becomes aware of an ongoing conversion activity that has not been approved, NPS shall request the State Liaison Officer (“SLO”) to advise the project sponsor of the necessary prerequisites for approval of a conversion. If the conversion activity continues, NPS shall formally notify the State it must take appropriate action to preclude the project sponsor from proceeding further with the conversion, use, and occupancy of the area pending NPS independent review and decision of a formal conversion proposal (set forth in Section 10 of the LWCF

Manual). The NPS has the authority to disapprove conversion requests and/or to reject proposed property substitutions if it is not in accordance with the provisions of the LWCF Act. This approval should not be considered a right of the project sponsor.

a. Situations that trigger a conversion include:
    i. Property interests are conveyed for private use or non-public outdoor recreation uses.
    ii. Non-outdoor recreation uses (public or private) are made of the project area or a portion thereof, including those occurring on pre-existing rights-of-way and easements, or by a lessor.
    iii. Unallowable indoor facilities are developed within the project area without NPS concurrence, such as unauthorized public facilities and sheltering of an outdoor facility.
    iv. Public outdoor recreation use of property acquired or developed with LWCF assistance is terminated.
b. Situations that may not trigger a conversion if NPS determines that certain criteria are met include:
    i. Underground utility easements that do not impact the recreational use of the park and is restored to its original surface condition.
    ii. Proposals to construct public facilities, such as recreation centers and indoor pool buildings, within an LWCF boundary area where it can be shown there is a gain or increased benefit to the public outdoor recreational opportunity.
    iii. Proposals for "temporary non-conforming uses," that is temporary non-recreation activities of less than a six-month duration within an LWCF boundary area.
    iv. Proposals to build sheltered facilities or to shelter existing facilities within an LWCF boundary area provided they do not change the overall public outdoor recreation characteristics and otherwise meet the sheltering criteria in Chapter 3 of the LWCF Manual.
    v. Proposals for changing the overall outdoor recreation use of an LWCF-assisted area from that intended in the original LWCF project agreement.
c. Prerequisites to the NPS consideration of conversions. Formal requests for conversions must be submitted to the NPS in writing, and include the prerequisites set forth in 36 C.F.R. § 59.3(b). The following prerequisites that must be met before NPS will consider the formal conversion request state that:
    i. All practical alternatives to the conversion have been evaluated and rejected on a sound basis.
    ii. The fair market value of the property to be converted or lost has been established and the property proposed for substitution or new

replacement recreation area has been established to have at least equal fair market value, excluding the value of structures or facilities that will not directly enhance its outdoor recreation utility.

iii. The property proposed for replacement is of reasonably equivalent usefulness and location as that being converted. Equivalent usefulness and location will be determined based on the criteria set forth in the LWCF Manual, and summarized below:

iv. Property to be converted must be evaluated in order to determine what recreation needs are being fulfilled by the facilities which exist and the types of outdoor recreation resources and opportunities available. The property being proposed for substitution must then be evaluated in a similar manner to determine if it will meet recreation needs that are at least like in magnitude and impact to the user community as the converted site. This criterion is applicable in the consideration of all conversion requests with the exception of those where wetlands are proposed as the replacement property.

1. Wetland areas and interests therein shall be considered to be of reasonably equivalent usefulness as compared to the recreational usefulness of the property proposed for conversion if they have been identified in the wetlands provisions of the Statewide Comprehensive Outdoor Recreation Plan (SCORP)in accordance with 54 U.S.C. § 200305(f)(3) of the LWCF Act and conversion requirements (36 C.F.R. § 59.3).

d. Replacement property need not necessarily be directly adjacent to or close by the converted site.

e. The acquisition of one parcel of land may be used in satisfaction of several approved conversions and vice versa provided all requirements of the LWCF are met, including:

i. The replacement land was not originally acquired by the sponsor or selling agency for recreation.

ii. The replacement land has not been previously dedicated or managed for recreational purposes while in public ownership.

iii. No federal assistance was provided in the replacement land's original acquisition unless the assistance was provided under a program expressly authorized to match or supplement LWCF assistance.

iv. Where the project sponsor acquires replacement land from another public agency, the selling agency must be required by law to receive payment for the land so acquired (see LWCF Manual Chapter 3.A.9).

1. Exceptions may be made through application to NPS.

v. In the case of LWCF-assisted areas that are partially rather than wholly converted, the impact of the converted portion on the remaining area shall be considered. If such a conversion is approved, the unconverted area must remain recreationally viable or be part of the conversion footprint.

vi. All necessary coordination with other federal agencies has been satisfactorily accomplished including, for example, compliance with Section 4(f) of the Department of Transportation Act of 1966.

vii. The guidelines for environmental review under the National Environmental Protection Act (NEPA) have been satisfactorily completed and considered by NPS during its review of the proposed LWCF conversion action. In cases where the proposed conversion arises from another federal action, NPS final review of the State's proposal shall not occur until the NPS is assured all environmental review requirements for the other federal action have been met, e.g., Army Corps of Engineer permits.

viii. For detailed guidance on NEPA and how to conduct environmental reviews for LWCF conversions, consult Chapter 4 of the LWCF Manual, and the NPS.

ix. Adherence to State intergovernmental review procedures as appropriate (see LWCF Manual Chapter 4).

x. The proposed conversion and substitution are in accordance with the SCORP.

3. Conversions on leased land. Should a conversion occur on leased land during the term of the lease, the State must comply with the conversion requirements of LWCF (54 U.S.C.§ 200305(f)(3)) including the provision of replacement land.
4. Conversion proposal documentation. A conversion requires an amendment to the original project agreement. The formal conversion proposal submission to NPS must include all requirements by LWCF including:
    a. A recommendation letter briefly describing the conversion proposal and requesting NPS review and approval.
    b. Standard Form 424 for amendments (see LWCF Manual Chapter 7).
    c. NPS C&S Form including the environmental resources survey, and an environmental assessment (EA) document analyzing the entire conversion proposal.
    d. LWCF project amendment form.
    e. Signed and dated LWCF boundary area map.
    f. Description and Notification Form (DNF)
5. Small conversions. Small conversions are partial conversions in which no more than ten percent (10%) of the whole LWCF-assisted area will be removed from having to

comply with LWCF recreation area provisions. The replacement property must be qualified by the LWCF, including a showing that there are no significant environmental impacts on: the recreation resources being removed from the LWCF recreation area; the viability of the remaining land still subject to LWCF recreation area provisions and its surrounding environment; or the new replacement property. Other restrictions may apply.

6. Discovering unauthorized conversions. The NPS shall notify the State it is in violation of the grant contract, program regulations, and law, and an immediate resolution of the unapproved conversion must be expedited. A new conversion proposal must be submitted and reviewed. The project sponsor shall be put on notice by the State it is ineligible for future grants until satisfactory steps have been taken towards resolution as determined by NPS. The federal action and undertaking will review the remaining actions required to meet the conditions of the Act (54 U.S.C. § 200305(f)(3)) and requirements of the conversion regulations (36 C.F.R. § 59.3). Typically, this entails review of the replacement property and development of recreation equivalency for public outdoor recreation.
    a. The NPS may apply penalty options for the failure to follow the correct LWCF procedure.
7. Conversions with delayed replacement. Exceptions to the immediate replacement requirement may be granted if all LWCF requirements are met.

H. Underground Utility Easements and Rights-of-Way

a. States are to consult with the NPS for all proposals involving the installation of any type of underground infrastructure (from fiber optic lines to pipelines) under LWCF-assisted areas throughout the State, where an entity is either: exercising rights under a pre-existing easement or right-of-way to install new or expand capacity; or requesting a new right-of-way where there is no pre-existing alignment.
b. If present or future outdoor recreation opportunities will be impacted in the easement area or in the remainder of the LWCF boundary area, a conversion will be triggered.

I. Commercial Signage within LWCF Boundary Areas

Commercial signs are only allowable within LWCF boundary areas when the advertising is attached to allowable park structures such as benches, fencing, walls, and buildings and are not inconsistent with the park setting and/or the built environment in which it is located (e.g., athletic fields). Signs may face either outside or inside the park. Commercial advertising in the form of a stand-alone structure such as a billboard that creates a footprint in the park, or commercial signage permanently affixed to a natural feature within the LWCF-assisted area, is a conversion regardless of which direction it faces.

J. Proposals to Construct Public Facilities

Public facility requests will only be concurred with if the public facility clearly enhances or benefits outdoor recreation use of the entire park, and the facility is compatible with, supportive of the outdoor recreation resources and opportunities of the LWCF-assisted area, and when the following criteria have been met:

a. Uses of the facility will be compatible with and supportive of outdoor recreation at the rest of the site and recreation use remains the overall primary function of the site. The proposed public facility includes a recreation component and encourages the outdoor recreation use of the remaining LWCF boundary area.
b. All design and location alternatives have been adequately considered, documented, and rejected on a sound basis.
c. The proposed structure is compatible and significantly supportive of the outdoor recreation resources of the site, whether existing or planned. The park's outdoor recreation use must continue to be greater than that expected for any indoor uses, unless the site is a single use facility, such as a swimming pool building, which virtually occupies the entire site.
d. Potential and future benefits to the total park's outdoor recreation utility must be identified in the proposal. Any costs or detriments should be documented and a net recreation benefit must result.
e. The proposed facility must be under the control and tenure of the public agency that sponsors and administers the original park area.
f. The proposal has been adequately reviewed at the state level and has been recommended by the SLO.

conversion regardless of which direction it faces.

K. Pre-existing Buildings within LWCF Boundary Areas

a. Allowable uses of pre-existing buildings constructed before the LWCF boundary area establishment where NPS approval is not required include the following supporting uses:
    i. Site administration, operation and maintenance;
    ii. Visitor information, park interpretation, education, and historic structure tours;
    iii. Park safety and security;
    iv. Resource protection and park related research;
    v. Site visitor amenities including lodging and dining; gift shops/park stores; and comfort facilities; and
    vi. Assembly for park/outdoor recreation related meetings and public programs.
        1. If the SLO determines the proposed use of a pre-existing building will primarily support the outdoor recreation purpose(s) within the LWCF boundary area, NPS review is not required. The NPS should be consulted if any of the above indoor uses will primarily support or serve other non-LWCF-assisted areas at the same time,

other non-LWCF assisted areas in the system (e.g., system-wide maintenance facilities), and/or the non-park using public.

b. Improvements to Pre-existing Buildings: NPS review and approval is not needed for proposed improvements or changes to buildings accommodating the allowable uses described above, including related renovations and support facilities such as parking and storage, as long as the intended use of these improvements is continued support of the primary outdoor recreation purpose of the LWCF-assisted area. The State is responsible for ensuring this purpose is maintained, and that the building improvements and enhancements will not dominate the outdoor recreation use of the LWCF-assisted area, which could trigger a conversion pursuant to the LWCF Act. However, improvements that will increase the footprint of the pre-existing building or supporting facilities will require review.
    i. NPS review is required for uses of pre-existing buildings constructed before LWCF grant award if: the proposed building uses will primarily support and serve areas not within the LWCF boundary area, will support non-outdoor recreation purposes, and/or will support the non-park using public. For these uses, NPS review is required to determine if the use will trigger a conversion.

L. Requests for Temporary Non-Conforming Uses within LWCF Boundary Areas

All requests for temporary uses for purposes that do not conform to the public outdoor recreation requirement must be submitted to and reviewed by the State and NPS. Use beyond six-months will result in a conversion of use and will require the State/project sponsor to provide new replacement recreation area(s) pursuant to 54 U.S.C. § 200305(f)(3) of the LWCF.

NPS will use the following criteria to evaluate each request:

a. The size of the LWCF-assisted area affected by any temporary non-recreation use shall not result in a significant impact on public outdoor recreation use. This means that the site of the temporary activity should be sufficiently small to restrict its impacts on other areas of a LWCF-assisted area.
b. A temporary use shall not result in permanent damage to the LWCF-assisted area, and appropriate measures will be taken to ensure the outdoor recreation area is restored for public recreation use and there are no residual impacts on the site once the temporary use is concluded.
c. No practical alternatives to the proposed temporary use exist.
d. The proposal has been adequately reviewed at the state level and has been recommended by the SLO.
    i. The State's formal proposal to NPS shall include:
        1. SLO recommendation
        2. C&S Form providing a complete description of the proposed temporary use, including start and completion dates; identification of the portion of the site affected, including a

map showing the relationship of the temporary use site to the full area within the LWCF boundary area and a justification of why the area needed is the minimum necessary for the proposed use; an analysis of the alternatives to the proposed use that were considered; a description of both immediate impacts on the site as a result of the temporary use and any residual or long-term impacts on the site's environment or on recreation use; a description of any appropriate actions that will be taken to restore the site for public outdoor recreation use and a schedule for their implementation; and,

3. An acknowledgement by the SLO a full conversion will result if the temporary use has not ceased after the maximum six-month period allotted.

M. Requests for Temporary Non-Conforming Uses within LWCF Boundary Areas

NPS approval is required to shelter an existing recreation facility located within an LWCF-assisted area.

N. Obsolete Facilities

a. Recipients are not required to continue operation of a particular recreation area or assisted facility beyond its useful life (36 C.F.R. § 59.3(d)). However, 54 U.S.C. § 200305(f)(3) of the LWCF and 36 C.F.R. § 59.1 of the regulations require project sponsors to continue to maintain the entire area within the LWCF boundary area in some form of public outdoor recreation use. The LWCF Act obligations cannot be discharged by declaring a facility obsolete.

b. Notwithstanding neglect or inadequate maintenance on the part of the project sponsor, a recreation area or facility may be determined to be obsolete if:
   i. Reasonable maintenance and repairs are not sufficient to keep the recreation area or facility operating;
   ii. recreation needs dictate a change in the type of facilities provided;
   iii. Park operating practices dictate a change in the type of facilities required; or,
   iv. The recreation area or facility is destroyed by fire, natural disaster, or vandalism.

c. States may determine a facility is obsolete and permit its use to be discontinued or allow a particular type of recreation use of the LWCF assisted area to be changed provided that the project record maintained by the State is documented by the sponsor with a justification statement for determining obsolescence and the State concurs in the change. However, NPS approval must be obtained prior to any change from one LWCF allowable use to another when the proposed use would significantly contravene the original plans for the area. See Section L below for further guidance.

d. If, in the judgment of the State, the facility is needed and was lost through neglect or inadequate maintenance, then replacement facilities must be provided at the current value of the original investment.
e. LWCF assistance may be provided to renovate outdoor recreation facilities that have previously received LWCF assistance if the State determines the renovation is not required as a result of neglect or inadequate maintenance and the State documents the project record to that effect.

O. Significant Change of Use

The LWCF Act requires project sponsors maintain the entire area defined in the project agreement in some form of public outdoor recreation use. NPS approval must be obtained prior to any change from one eligible use to another when the proposed use would significantly contravene the original plans or intent for the area as described in the original LWCF project(s). NPS approval is not, however, required for each and every facility use change. Uses within an LWCF-assisted area should be viewed in the context of overall use and should be monitored in this context. A change from a swimming pool with substantial recreational development to a less intense area of limited development such as a passive park, or vice versa, would, for example, require NPS review and approval (36 C.F.R. § 59.3(d)).

The State shall notify the NPS in writing of a proposal to significantly change the use of LWCF- assisted area in advance of this occurrence. The NPS will expedite a determination of whether a formal review and approval process will be required. A primary NPS consideration in the review will be the consistency of the proposal with the SCORP.

If the change in use proposal requires a formal review and approval by NPS, the State shall complete the C&S Form (see Chapter 4).Changes to other than public outdoor recreation use constitute a conversion and will require NPS approval and the substitution of replacement land in accordance with the LWCF Act.

P. Remedies for Failure to Comply with Federal Laws and Regulations

Pursuant to 2 C.F.R. § 200.339, when the NPS determines a State has violated or failed to comply with applicable federal law, regulations, and/or grant terms and conditions that govern the Program and the financial assistance awards issued under it, the NPS may impose additional conditions consistent with 2 C.F.R. § 200.208 on the State (and/or the State may impose them on the subrecipient). If the noncompliance cannot be remedied through these conditions, further actions may be taken as appropriate to the circumstances until compliance or correctional action has been accomplished. These actions include: temporarily withholding payment of federal funds to the State on account of such project, disallowing costs, suspending or terminating the award, initiating suspension or debarment proceedings, withholding funds for other projects of the State, withholding approval of further projects of the State, or taking other remedies that might be legally available.

Pursuant to the LWCF Act at 54 U.S.C. § 200301 et seq., 36 C.F.R. Part 59, and 2 C.F.R. § 200.316, this chapter contains the requirements for maintaining LWCF assisted sites and facilities in public outdoor recreation use following project completion and to assure that LWCF- assisted areas remain accessible to the general public including non-residents of assisted jurisdictions. These post-completion responsibilities apply to each area or

facility for which LWCF assistance is obtained, regardless of the extent of participation of the program in the assisted area or facility and consistent with the contractual agreement between NPS and the State. Responsibility for compliance and enforcement of these requirements rests with the State for both State and locally sponsored projects (36 C.F.R. § 59.1).

Ure Recreation Conservation Easement

Conservation Easement
Baseline Documentation



OCTOBER 2025

Summit Land Conservancy
(435) 649-9884

PO Box 1775 Park City, UT 84060
www.wesaveland.org

Table of Contents

Exhibit 1 Acknowledgement of Property Condition

Exhibit 2 Executive Summary

Exhibit 3 Property Information

Exhibit 4 Board Approval of Property Transaction

Exhibit 5 Project Selection Criteria and Public Benefit

Exhibit 6 Transaction, Legal, and Professional Review

Exhibit 7 Physical Features

Exhibit 8 Summary of Conservation Resources

Exhibit 9 Appendices

A. Baseline Maps and Photographs
B. Zoning Map and Code for Eastern Summit County
C. Local Management Plans and Support
D. Title Report and Analysis
E. Natural Resources Conservation Service Custom Soil Report and Ecological Site Report
F. U.S. Fish and Wildlife Custom Information for Planning and Consultation Report
G. Utah Division of Wildlife Resources Wildlife Habitat Analysis Tool Report
H. Environmental Inspection Report
I. Mineral Ownership Report
J. Water Rights Documentation and WestWater Research, LLC, Memo
K. Aquatic Resources Report
L. Cultural Resource Inventory Reports
M. Preliminary Site Plans
N. Public Comments
O. Acknowledgment of Baseline Conditions to Date

Exhibit 1: *Acknowledgement of Property Condition*

Summit Land Conservancy
ACKNOWLEDGEMENT OF PROPERTY CONDITION

The undersigned accepts and acknowledges that this Baseline Documentation is an accurate representation of the Property at the time the Conservation Easement was transferred to the Grantee.

Property Name: Ure Southeast Meadow

Landowner:
SUMMIT COUNTY

_____
By: Shayne Scott
Title: County Manager
Date: _____

Approved as to form:

_____
By: David L. Thomas
Title: Chief Civil Deputy

Easement Grantee:

Summit Land Conservancy

_____
Cheryl Fox, Chief Executive Officer

Date: _____

Exhibit 2: *Executive Summary*

This report contains the agreements, maps, reports, photographs, and other documentation (hereinafter referred to as the '**Baseline Documentation'**) pertaining to the conservation easement (the '**Conservation Easement**') of Ure Recreation (the '**Property**') held by Summit Land Conservancy (the '**Conservancy**').

Purpose of this Baseline Document:
The purpose of this Baseline Documentation is to document the current use and condition of the Property to be placed under Conservation Easement and to document any special circumstances, conditions, or occurrences that could affect the future condition or use of the land.

Summary of inventory procedures:
This Baseline Documentation is compiled from numerous sources and consists of agreements, maps, reports, photographs, and other documents prepared during the months of October 2023 through October 2025 by SWCA Environmental Consultants ('**SWCA**') and the Conservancy. Photographs were taken during visits by Steven Fuller and Ashley Bernard (SWCA). The land use and history of the Property was gathered from the landowner interviews. Narrative descriptions were written by Kate Sattelmeier (the Conservancy) and Leah Candland (SWCA).

The information shown on baseline maps was compiled from numerous sources and created by SWCA staff using geographic information system ('**GIS**') data. The maps show an estimated boundary of the easement Property and are not guaranteed to display exact accuracy. The recorded legal description of the Property is the controlling property boundary and said boundary is described in the title commitment. Therefore, each individual user of these maps is responsible for determining the suitability for their own intended purpose.

External Resources:
Title Commitment from First American Title, Automated Geographic Reference Center, Summit County GIS website, Eastern Summit County General Plans, Kamas City General Plan, Weber River Watershed Plan, soil report from Natural Resources Conservation Service ('**NRCS'**) Web Soil Survey, U.S. Fish and Wildlife Service Information for Planning and Consultation ('**IPaC'**) report, Utah Division of Wildlife Resources ('**UDWR'**) Wildlife Habitat Analysis Tool report, a Phase I environmental site assessment from Wasatch Environmental, Inc., a water balance report from West Water Research, LLC, an aquatic resources report from BIO-WEST, Inc, and two Cultural Resource Inventory reports from Horrocks Engineers, Inc.

Name and qualifications of preparers and data collectors:
Kate Sattelmeier is the Conservancy's Vice President of the Conservation and Counsel. Ms. Sattelmeier graduated from the University of Tasmania, Australia with a combined Bachelor of Arts/Laws degree. She attended the University of Utah and was admitted to the Utah State Bar in 2001. She has extensive expertise in real estate law, including commercial real estate development, homeowner associations, residential land transactions, real estate financing, and land use issues. Kate joined the Conservancy in 2010. As Vice President of Conservation and Counsel, Kate manages the stewardship of existing Conservation Easement properties and new property acquisitions. She has worked extensively to raise local government, state, and federal funds for acquisitions and is a member of the Land Trust Alliance - NRCS Agricultural Land Easement working group. Kate is also the Mountains and Plains representative for the Terrafirma

Members Committee, a group that provides insurance services to Land Trust Alliance members to address stewardship challenges.

Steven Fuller is an associate project ecologist with SWCA. He graduated from Washington University in St. Louis with a B.A. in environmental studies (ecology focus) and a B.A. in anthropology. His studies included field research on native plant restoration in Ozark glade ecosystems. He has 12 years of field biology experience in the Intermountain West and has led natural resources teams on projects pertaining to aquatic resource delineation and habitat restoration, as well as threatened, endangered, and sensitive species permitting. His additional experience includes sensitive species habitat evaluations and presence/absence methodologies, short- and long-term vegetation monitoring, and other various natural resource surveys in Utah, Colorado, Idaho, Wyoming, Nevada, and Montana.

Ashley Bernard is an associate project biologist with SWCA, based out of their Salt Lake City, Utah, office. She graduated from the University of Massachusetts with a B.S. in pre-veterinary studies and graduated from Antioch University with an M.S. in environmental studies and a concentration in conservation biology. Ashley has 3 years of consulting experience across a wide variety of states. In her various roles with SWCA, she has conducted wetland delineations, habitat assessments, rare plant and animal surveys, vegetation monitoring, and supported local, state, and federal permitting. In addition, she has 1.5 years of regulatory experience with the federal government.

Leah Candland is an associate project manager for SWCA. She graduated from Utah Valley University with a B.A. in biology and environmental studies. She also received an M.S. in biological science (marine biology) from the University of Western Australia. Leah worked at SWCA from 2018 to 2021 and again in 2025 where she has served as project manager, assistant project manager, coordinator, and author for a diverse portfolio of projects. Her technical experience covers a wide variety of biological and regulatory project areas, including work with endangered species, small mammals, migratory birds, endangered plants, and noxious weeds. She also worked at a geotechnical engineering firm from 2021 to 2025, where she focused on early due diligence projects nationwide, helping clients identify potential developmental constraints for a variety of industries. She currently serves as a member of her city's planning commission.

Easement Summary:
The following summary is provided to convey an initial understanding of the easement and rights granted through it to both parties. References should be made to the complete copy of the Conservation Easement for a full understanding of its terms and conditions. A copy of the complete, executed, and recorded Conservation Easement is kept with this Baseline Document in the Conservancy's offices and as a recorded document available through Summit County's website.

Purpose:
The primary purpose of this Easement is to protect the Conservation Values (as defined below) associated with the Property. No activity which shall significantly impair the Conservation Values shall be permitted unless otherwise allowed under this Easement.

Conservation Values:
The Conservation Values and purposes intended to be preserved and protected for the public benefit under this Easement include the Property's use for public outdoor recreation, scenic values, wildlife habitat, preservation of prehistoric cultural resources, and water quality. The Conservation Values are more fully described in the Baseline Documentation. In particular, the Property contains the following:

1. Public Outdoor Recreation: The Property is open and undeveloped land and Summit County intends to make it available to the public for outdoor recreational uses that include:
    a. Natural surface trails designed for hiking, non-motorized mountain biking and horse riding which shall be built on the southern upper-elevation part of the Property and in the valley where City Creek is located. Trails shall be located to maintain and respect known prehistoric cultural resources.
    b. Trails and features for downhill mountain biking such as berms, wooden rails, jumps, rock gardens, and pump tracks which may be built on the northern part of the property, between State Route (SR) 248 and 200 South.
    c. A paved trail designed for cycling and pedestrian uses, trailhead amenities, and trailhead parking lots which may be built proximate to public roads.
2. Open Land for Scenic Enjoyment: The Property is open and undeveloped land that yields a significant public benefit as it is used for the scenic enjoyment of the general public, and such use is supported by clearly delineated values and government policies, in particular:
    a. Scenic Enjoyment: The Property forms part of the scenic viewshed at the gateway to Kamas City and is highly visible from State Route 248 and other vantage points in the Kamas Valley. It offers a view of an open valley, hillsides with native vegetation and an unobstructed ridgeline. The Property is adjacent to farmland permanently protected by a Conservation Easement a Wildlife Management Area owned by the UDWR.
    b. Kamas City General Plan: The Property forms an open land buffer around the Kamas City limits. The first policy goal of the Kamas City General Plan is to be a beautiful, organized rural community based on its distinct history of agriculture, open space, and recreation. Specific needs identified by the Kamas City General Plan include historic preservation, dedicated open space including a "green buffer," new water sources, and pollution control. Protecting the open space on this Property is in line with those goals.
    c. Eastern Summit County General Plan: The Eastern Summit County General Plan acknowledges the historic, rural, and agricultural character of Eastern Summit County, and through the Eastern Summit County Agriculture Preservation (ESAP) and Open Space Advisory Committee (OSAC), aims to facilitate the acquisition of Conservation Easements and/or restrictions to preserve agricultural lands and open space.
    d. Summit County OSAC Criteria: Summit County has Open Space Bond funds available for the protection of qualified open lands that are important to the people of Summit County. The OSAC has identified regions and natural resources

that qualify for funding and protection. The Conservation Easement purchase is made with OSAC funding contributions because its protection meets key "South Summit" funding criteria for (i) the protection of a watershed and wetlands (ii) providing access to recreation trails, and (iii) the mitigation of urban sprawl.

3. Natural Wildlife Habitat: According to the IPaC report and UDWR Wildlife Habitat Analysis Tool (WHAT), the Property has potential habitat for three federally threatened species (Canada lynx [*Lynx canadensis*], North American wolverine [*Gulo gulo luscus*], and Ute ladies'-tresses [*Spiranthes diluvialis*]), one federally proposed endangered species (Suckley's cuckoo bumble bee [*Bombus suckleyi*]), one federally proposed threatened species (monarch butterfly [*Danaus Plexippus*]), and one Species of Greatest Conservation Need (greater sage-grouse [*Centrocercus urophasianus*]). UDWR classifies the Property as (i) crucial summer, winter, and spring habitat for mule deer (*Centrocercus urophasianus*), (ii) crucial winter habitat for moose (*Centrocercus urophasianus*) (within the Kamas Elk and Mule Deer Management Unit, number 7), (iii) crucial year-round habitat for black bear (*Ursus americanus*), California quail (*Callipepla californica*), and dusky grouse (*Dendragapus obscurus*) and (iv) substantial year-round habitat for ruffed grouse (*Bonasa umbellus*). The property is also considered breeding and winter habitat for greater sage-grouse. Additionally, the Property serves as prime habitat for migratory waterfowl and shorebirds like sandhill cranes (*Antigone canadensis*) that forage and nest during spring and summer. The Property is part of a network of critical migratory stops for sandhill cranes in the Pacific and Central Flyways, and the elimination of agricultural fields and other open fields is known to be the main threat to sandhill cranes in Utah. Accordingly, this Conservation Easement protects a relatively natural habitat of wildlife and plants.

4. Prehistoric Cultural Resources: The Property lies within a region known to have been inhabited by people of the Paleoindian, Archaic, and Fremont traditions (from approximately 10,500 BP [before present] to 1,300 CE [common era]), and more recently by Shoshone speaking groups of the Goshute, Shoshone, and Ute people. The Property has archeological artifacts and features from previous inhabitants, important to the history of Summit County. Lithic artifacts from stone tool makers have been found and documented in twenty locations throughout the Property and stone circle features of a prehistoric campsite are located on the north bank of City Creek. Six of the documented archeological sites have been recommended as eligible for listing in the National Register of Historic Places. The Conservation Easement will allow for the protection of cultural resources, educational opportunities, and the opportunity for Native American people to visit ancestral lands.

5. Water Quality: Preservation of the Property as open land with native vegetation will prevent development and associated stormwater runoff, which would increase the flow of nutrient and sediment into tributaries of the Weber River. Maintaining the Property as open land benefits proximate agricultural lands and wetlands within the Kamas Meadows. The protection of open and agricultural lands within the Kamas Meadows has been identified as an important measure for water resource protection as described in the following plans and policies:

    a. Weber River Watershed Plan: The Weber River Watershed Plan aims to address growing water use demands and declining water availability and quality in the

Weber River Watershed. The conservation of water supply, important fish species, and important ecological systems that provide aquatic and terrestrial habitats are identified as key conservation goals. The plan recognizes that strategies, such as smart growth, preservation of farmlands, and enhanced stormwater management, are integral to meeting conservation goals. The preservation of farmlands directly contributes to these conservation goals by preventing development that would lead to increased water usage (reduced instream flow), stormwater discharge into the watershed, and the disruption of the natural surface and groundwater system.

b. Utah State Technical Committee Designation: The United States Department of Agriculture has determined the Kamas Meadows to be grassland of special environmental significance pursuant to 7 CFR Section 1468.3 because the Kamas Meadows land provides protection for a highly sensitive natural resource as identified by the Utah State Technical Committee. Water resources and soils preserve a carbon sink and protect water flow to Great Salt Lake, which is at risk in the new climate regime expected for Utah. This designation was established by the Utah State Technical Committee on August 11, 2023.

Some of the Property is a dryland hayfield; however, the Property does not consider open space farmland a Conservation Value because the Property's future intended use may not include agricultural practices. However, 31.4% of the Property is classified by the NRCS as "prime farmland if irrigated," which consists of soil series Ant Flat loam and Echocreek loam. These series are well-drained, non-hydric soils, which are characteristic of mountain and upland habitats.

Property Owner:
Summit County

Landowner Contact Information:

Name:	Summit County
	Lands and Natural Resource Department
Addresss:	60 N. Main Street
	PO Box 128
	Coalville, Utah 84017
Phone:	435-336-3200
E-mail:	jkirby@summitcountyutah.gov

Ingress / Egress Longitude and Latitude:
Latitude: 40.637210
Longitude: -111.333824

Parcel Numbers: CD-421-X, CD-425-B-X, CD-425-A-X, CD-424-X, CD-426-X

Acreage: 435.02

Property Legal Description:
The Property referred to herein below is situated in the County of Summit, State of Utah, and is described as follows:

PARCEL 1:
Beginning at a point 1,135.37 feet North 89°26'45" East and 239.23 feet South from the North quarter corner of Section 24, Township 2 South, Range 5 East, Salt Lake Base & Meridian; thence South 00°15'19" East 1,672.58 feet; thence South 64°56'37" West 1,644.86 feet to the point of a tangent 2,100.00 foot radius curve to the left (Chord bears South 64°26'07" 37.26 feet); then 37.26 feet along the arc of said curve through a central angle of 01°00'59"; then South 63°55'37" West 494.20 feet to the point of a tangent 2,900.00 foot radius curve to the left (Chord bears South 57°46'59" 620.77 feet); thence 621.96 feet along the arc of said curve through a central angle of 12°17'17"; thence North 01°09'35" East 1,489.50 feet; thence North 00°01'06" East 585.78 feet, thence North 53°21'45" East 32.55 feet; thence North 71°01'29" East 699.77 feet; thence North 71°18'19" East 1,200.00 feet, thence North 77°06'59" East 482.08 feet to the Point of Beginning.

PARCEL 2:
Beginning at the West quarter corner of Section 24, Township 2 South, Range 5 East, Salt Lake Base & Meridian; thence North 89°43'14" East 1,313.04 feet; thence South 0l°09'35" West 489.22 feet to the point of a non-tangent 2,900.00 foot radius curve to the left (chord bears South 41°46'01" West 994.40 feet); thence 999.34 feet along the arc of said curve through a central angle of 19°44'39"; thence South 31°53'41" West 130.87 feet; thence South 89°52'11" West 567.44 feet; thence North 00°10'42" West 1,336.81 feet to the Point of Beginning.

PARCEL 3:
Beginning at a point 1,336.81 feet South 00°10'42" East from the West quarter corner of Section 24, Township 2 South, Range 5 East, Salt Lake Base & Meridian; thence North 89°52'11" East 567.44 feet; thence South 31°53'41" West 1,068.63 feet; thence North 00°10'42" West 906.00 feet to the Point of Beginning.

PARCEL 4:
Beginning at the Southwest corner of Section 24, Township 2 South, Range 5 East; thence North 00°10'42" West 242.49 feet; thence North 31°53'41" East 1,079.11 feet; thence North 77°02'38" East 1,248.38 feet; thence North 72°15'00" East 467.68 feet; thence North 53°18'17" East 395.53 feet; thence North 46°20'25" East 730.61 feet; thence North 84°37'0l" East 223.08 feet; thence North 73°20'40" East 709.86 feet; thence North 00°03'30" West 146.78 feet; thence North 89°43'14" East 1,178.06 feet to the point of a non-tangent 306.84 foot radius curve to the left (chord bears South 42°04'37" East 5.94 feet); thence 5.94 feet along the arc of said curve through a central angle of 01°06'35"; thence South 42°37'54" East 217.00 feet; thence South 00°01'31" East 2,512.39 feet; thence South 89°29'55" West 2,654.83 feet; thence 89°58'51" West 2,654.53 feet to the Point of Beginning.

Also including Parcel 2 lying Easterly of Lambert Lane, described as follows:

Beginning at the East quarter corner of Section 24, Township 2 South, Range 5 East Salt Lake Base & Meridian; thence South 00°01'31" East 31.61 feet; thence North 57°46'32" West 58.82 feet; thence North 89°43'14" East 49.74 feet to the Point of Beginning.

PARCEL 5:
Beginning at a point located North 00°10'42" West 242.49 feet and North 31°53'41" East 1,079.27 feet from the Southwest corner of Section 24, Township 2 South, Range 5 East, Salt Lake Base & Meridian; thence running North 31°53'41" East 279.96 feet to the point of a tangent 2,800.00 foot radius curve to the right (chord bears North 47°54'39" East 1,545.08 feet); thence 1,565.39 feet along the arc of said curve through a central angle of 32°01'56"; thence North 63°55'37" East 494.20 feet to the point of a tangent 2,000.00 foot radius curve to the right (chord bears North 64°26'07" 35.48 feet); thence 35.48 feet along the arc of said curve through a central angle of 01°00'59"; thence North 64°56'37" East 1,484.82 feet; thence North 78°09'58" East 105.47 feet; thence North 64°20'53" East 207.95 feet; thence South 00°17'02" East 711.98 feet; thence South 00°03'30" East 146.78 feet; thence South 73°20'40" West 709.86 feet; thence South 84°37'01" West 223.08 feet; thence South 46°20'25" West 730.61 feet; thence South 53°18'17" West 395.53 feet; thence South 72°15'00" West 467.68 feet; thence South 77°02'38" West 1,248 feet to the Point of Beginning.

Water Shares:
The Property does not contain any irrigating water shares.

Location Map:

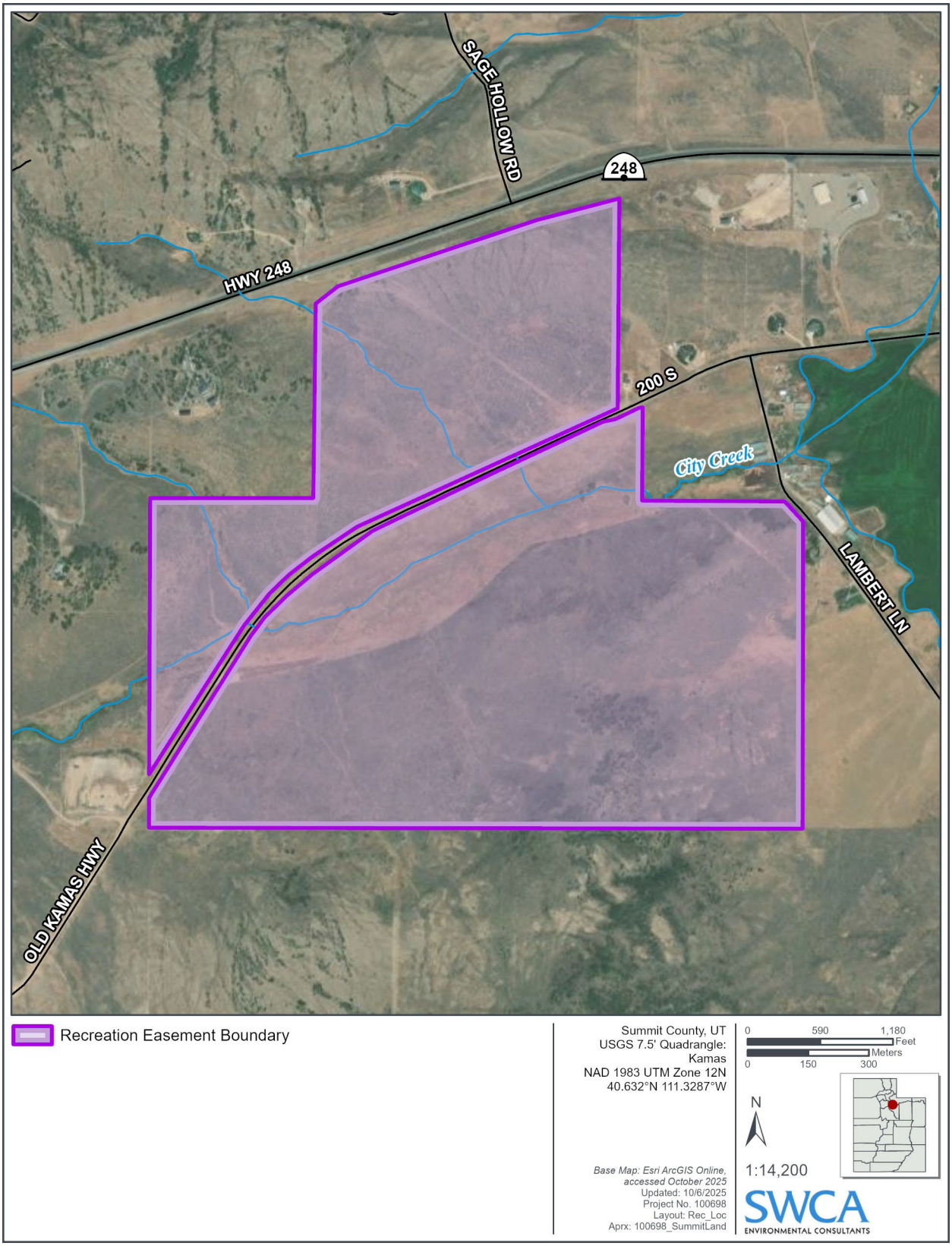


Figure 1. Property location.

Exhibit 3: *Property Information*

A. Agricultural Land Use

Past

The Ure Ranch began in 1892 when James Ure filed for 160 acres under the Homestead Act in Kamas Valley, including the area around Lambert Lane where the milk barn and farm buildings still stand. In its early years (1890s–1940s), the ranch supported mixed farming, including poultry for supplemental income, while small-scale dairy operations struggled to be profitable, and family members often worked off-farm jobs to sustain operations. After 1944, the ranch expanded its dairy herd, became a significant player in Utah's dairy industry, and grew the ranch footprint to the current 834-acres with hayfields, grazing lands, and upland hills, most of the current farm structures dating from this period. For over 130 years, the Ure family maintained dairy and cattle operations, later focusing on beef production, reflecting the evolution of working lands in Summit County and balancing livestock, hay production, and rural living. The ranch remained family-operated until 2023, when Summit County entered an agreement to purchase it for conservation and open space, ensuring historic structures and landscapes will be preserved to honor the Ure family's agricultural legacy.

Present

This section of the Ure Ranch operates on approximately 435 acres of upland pastureland just west of Kamas, Utah. The Property is used as grazing grounds for cattle, which are rotated within the Property based on seasonal forage. The Property is easily accessible from SR 248 and 200 South, where there are several gates that allow access to the Property.

There are no irrigation ditches that cross the Property. The Property is used as pastureland for cattle, with approximately 54 acres also considered a dryland hay field. Cattle grazing occurs from June through October, and cattle are allowed to graze on leftover hay after it is harvested.

Future

the Property will has been acquired by Summit County along with other proximate lands owned by the Ure family. Pursuant to the sales agreement with the County, the Ure family will continue to lease the property for grazing for a period of one year. The lessee intends to continue with the same grazing practices as the previous year. The Property may have limited continued agricultural purposes, with livestock grazing permitted by the County or by others with permission.

Summit County intends to use the Property primarily for outdoor public recreation. The purchase of the Property is supported in part by funding from the Land and Water Conservation Fund (LWCF) and the Utah Outdoor Recreation Initiative (ORI), and both funding sources are for the development and maintenance of lands available for public outdoor recreation. Trails may be developed for hiking, biking, and horseback riding, including both natural surface and paved trail segments. Trails may connect to residential areas with public use trails in Summit and Wasatch counties, including the recent Tuhaye and Hideout residential developments. Facilities such as parking lots, restrooms, signs, benches, picnic tables, shade gazebos and other minor recreational amenities may be built to support public uses. Preliminary Site Plans (attached as Exhibit M) show DRAFT approximate areas for the construction of trails and trailheads.

The conservation easement reserves the landowner's right to construct a new road across the Property beginning on State Road 248, continuing in southwesterly direction across tax parcel CD-421-X and connecting with 200 South. The existing 200 South road will be abandoned at the boundary of tax parcel CD-426-X and converted to use consistent with the Conservation Easement, such as a trails, parking area, trailhead and/or native vegetation. The purpose of the potential new road construction and road abandonment is to provide access to Wasatch County lands north of the Property that will see expansive residential development in coming years, while reducing the traffic impacts to the Property and other agricultural lands along Lambert Lane and the eastern part of 200 South. See the Preliminary Site Plans attached as Appendix M.

The Property has prehistoric artifacts and features remaining from a camping site, as documented in the Cultural Resources Report attached as Appendix L. Recreational trails and amenities will be situated to avoid disturbance to significant and documented sites, although trail construction may cause some impacts as lithic artifacts from stone tool makers are scattered and continue to be moved around by erosion. Interpretive signs may be placed to protect archeological sites and educate the public.

B. Geographic Setting

Geographic Location and Access

The Property is in Summit County, near the town of Kamas, Utah. The Property is divided by 200 South. A portion of the Property is north of 200 South and south of SR 248. The remainder of the Property is south of 200 South. The Kamas Valley Lions Gun Club is adjacent to the southwestern edge of the Property, off-site.

Zoning

The Property consists of 435.02 acres and is zoned AG-5, which allows for a base density of 87 units. All development rights will be extinguished with this conservation easement.

Local Management Plans

The following four local management plans support the permanent protection of the Property (refer to Appendix C):

Kamas City General Plan: The Property is adjacent to Kamas and forms an open land buffer around the city limits. The first policy goal of the Kamas City General Plan is to be a beautiful, organized rural community based on its distinct history of agriculture, open space, and recreation. Specific needs identified by the General Plan include historic preservation, dedicated open space, including a "green buffer," new water sources, and pollution control. Protecting the open space on this Property is in line with those goals.

Eastern Summit County General Plan: The priority of the Eastern Summit County General Plan is to preserve the "agriculture, open space, mountains and small towns," which forms the basis for the area's rural lifestyle, and this plan places a high priority on protecting agricultural lands and open space, as well as protecting significant historical sites.

Summit County OSAC Criteria: Summit County has Open Space Bond funds available for the protection of qualified open lands that are important to the people of Summit County. The OSAC has identified regions and natural resources that qualify for funding

and protection. The Conservation Easement purchase is made with OSAC funding contributions because its protection meets key "South Summit" funding criteria for (i) the protection of a watershed and wetlands (ii) providing access to recreation trails, and (iii) the mitigation of urban sprawl.

Weber River Watershed Plan: The Weber River Watershed Plan aims to address growing water use demands and declining water availability and quality in the Weber Watershed. The conservation of water supply, important fish species, and important ecological systems that provide aquatic and terrestrial habitats are identified as key conservation goals. The plan recognizes that strategies such as smart growth, preservation of farmlands, and enhanced stormwater management, are integral to meeting conservation goals. The preservation of farmlands and open space directly contributes to these conservation goals by preventing development that would lead to increased water usage (reduced instream flow), stormwater discharge into the watershed, and the disruption of the natural surface and groundwater system.

Adjacent Land Use

Nearby properties are used for agricultural grazing, which is standard in the Kamas Valley. A majority of the adjacent lands have the same zoning designation as the Property and include agricultural lands and single-family homes. Lands directly west of the Property are zoned Ag-80 and lands directly south are zoned Ag-10. A commercial development, the Kamas Valley Lions Gun Club, is adjacent to the southern portion of the Property. Additionally, the Talisker Club, a luxury home neighborhood and associated private golf course, is located approximately 0.5 mile west of the Property. UDWR owns land directly south of the Property. Other parts of the total 834 acre Ure Ranch will also be put under conservation easement including the "Homestead" which is directly east of the Property.

C. Threats to Conservation Values

Residential Development

Summit County population grew at an average of 1.5% from 2011 through 2021, with much of the growth occurring in areas in and around Park City, Utah. Although the overall density of the county is lower than the state average, and much of its land is locked up in public national forest, development pressure is spreading to rural towns, such as Kamas and Francis, as the availability of housing declines in the more urban locations. Summit County is experiencing an increase in development proposals, with three already approved close to Francis. Most notably, some of the Property is within the proposed town boundary of West Hills, which is currently undergoing litigation to become incorporated. On November 4, 2025, the 47 registered voters that reside within the West Hills proposed town boundary will decide on a ballot initiative regarding the incorporation of this new town. The creation of West Hills would allow its residents to control future development of the Property, which raises concerns about a potential increase in residential development and a loss of rural character. Many high-value homes are being built in the farming communities throughout Summit County, which challenges both the integrity of the agricultural land and waterways, as well as the traditional way of life that has characterized Summit County. The Property may see requests for the construction of utilities to support new construction in the area as a result of these newly constructed high-value homes.

Invasive (Noxious Weed) Species

Invasive plant species are a problem in Summit County, as they pose a threat to native and agricultural ecosystems. Control through herbicides, grazing, and other techniques is crucial to minimize the effects of invasive species spread.

Wildlife Depredation

The Kamas Valley is a crucial summer and winter habitat for many big game species, as well as an important habitat for waterfowl. The increased development in the valley is a threat to this big game and wetland habitat, and it is of utmost importance to protect these lands for migratory corridors.

Recreation/Trespassing

The Property is easily accessible from public roads but currently offers limited recreational opportunities (e.g., there are no hiking trails, fishing streams, camping spots, etc.). The Property's proximity to public roads presents an increased risk of littering and trespassing; however, unauthorized access of the Property has not been identified as a frequent occurrence.

Exhibit 4: *Board Approval of Property Transaction*

Summit Land Conservancy
Board Resolution

Authorizing Ure Ranch Recreation Conservation Easement

WHEREAS, the Summit Land Conservancy exists to protect lands and waters that are important to our communities, and;

WHEREAS, the Ure Ranch Recreation property meets the Conservancy's Project Feasibility Criteria, and;

WHEREAS, the Summit Land Conservancy, in collaboration with Summit County, has agreed to pursue the permanent conservation of 438 acres and appurtenant water rights currently owned by the Ure family and subject to an option to purchase with Summit County, and;

WHEREAS, the Board of Directors has reviewed a summary of the project and has discussed the project at a scheduled meeting of the Board, and;

WHEREAS, the public benefit of this conservation project includes conserving the following conservation values in perpetuity: Public recreation, water quality, wildlife habitat, scenic viewshed corridor, natural open space.

NOW, THEREFORE, BE IT:

RESOLVED that the Board of Directors hereby authorizes the Summit Land Conservancy staff to proceed with the transaction, including entering into a letter of intent, grant applications (including NRCS applications), contracts, grant agreements, warranty deeds and/or conservation easements. Furthermore, staff is authorized to release organizational resources for staff time, transaction costs, and other expenses necessary to ensure that the project is completed in accordance with the Land Trust Alliance's Standards and Practices as adopted by the Summit Land Conservancy.

Approved by the Board of Directors at its scheduled meeting on June 26, 2025.

Cheryl Fox
Chief Executive Officer

Exhibit 5: *Project Selection Criteria and Public Benefit*

Project Feasibility Criteria

Project Name: Ure Ranch Recreation

Location: Kamas, UT - Summit County

Acres in project: 438

GUIDELINES

The Summit Land Conservancy's Board of Directors has established the following guidelines for all conservation transactions. Staff will evaluate all potential transactions using these criteria. Projects that meet most of these criteria will be presented to the Board along with a project summary form for the Board's discussion and approval. The Board of Directors will evaluate and approve or deny each project based on its own merits after careful investigation of the property, the natural resources, potential conservation values, and its public benefits.

Mandatory Criteria: Staff will only present the Board with projects that:

- fulfill the Summit Land Conservancy's mission,
- provide clear public benefit,
- are within our capacity to complete - including raising dedicated stewardship funds,
- are located in the Wasatch Back area of Northern Utah,
- support local governmental land use plans,
- are of sufficient size that the conservation resources are likely to remain intact, even if adjacent properties are developed, and
- contain one or more of the conservation values described in IRS Code Section 170(h)(4)(A)

CRITERIA: a property must also provide one or more of these public benefits:

1. Provides public recreational access or trails, or the potential for recreation and trails. Yes the county is planning to convert the property to open space trails for hiking, biking, and horse back riding.
2. Can be seen from public view spots and contributes to the open and uncluttered nature of the community view shed. Yes, the property can be seen from W SR 248 when driving towards the heart of downtown Kamas.
3. Contains *critical* wildlife habitat (endangered, threatened, or rare species), aquatic habitat, migration corridors or threatened natural communities. None known, but the property is utilized by many migrating species. It is also ~0.25 miles away from two sage grouse leks.
4. Contains relatively natural wildlife habitat ecosystems, and/or may provide a migration corridor for large game. Yes, it contains crucial habitat for mule deer and provides habitat for many migratory avian species.

Project Feasibility Criteria

5. Offers significant visual relief from urban closeness, provides a buffer between developed areas and/or helps define a community boundary. Yes, it would continue to provide relief from the encroachment of development in the Kamas Valley.
6. Has water sources or hillsides important to the watershed, and preservation or enhancement will maintain or improve water quality. Yes. Seasonal City Creek runs through the property which is connected to the larger wetland and watershed system in Kamas Valley.
7. Has historic or archaeological value or is adjacent to and a buffer for such lands. Yes.
8. Is adjacent to already protected land. Yes, it is a part of the larger Ure Ranch project with Summit County and is southwest of the Ure Ranch Phase I active project that is 185 across from the property on the north side of SR248, is directly adjacent to the Ure Ranch "Homestead" parcels, and is adjacent to DWR land.
9. Provides opportunities to mitigate the effects of climate change, such as refugia for wildlife or carbon sequestration. Yes, the property provides migration corridors for animals throughout the seasons and is especially important for winter grazing.
10. Staff have reviewed the transaction to ensure that there is no impermissible private benefit or impermissible private inurement. Yes.

Total Positive Criteria: 9 of 10

Additional Public Benefits (if any)

Adverse Criteria
A property may meet the selection criteria favoring a land protection proposal and still may not be accepted if:

- the proposed open space is part of a development proposal which, overall, is likely to have significant adverse impacts on conservation resources,
- the landowner and Conservancy cannot agree on provisions in the easement,
- the property is found to be irreparably contaminated,
- the project is part of a syndicated transaction,
- ethical or public image problems exist in association with the acceptance of this project.

None

Exhibit 6: *Transaction, Legal, and Professional Review*

A. Transaction Information and Background

The Property is part of an approximately 850-acre land holding owned by members of the Ure family since the family moved to the Kamas Valley in 1892. Some family members are retaining ownership of their homesite on Lambert Lane, and the balance of the Ure lands have been for sale in recent years. Summit County entered into an Option Agreement for purchase of 834.897 acres in March of 2023. Funds for the acquisition were to come from the Summit County open space bond agreed to by Summit County voters in 2021 and from other funding sources available for the protection of open lands. Summit County received funding from the Land and Water Conservation Fund (LWCF), a federal program providing matching grants to states and local governments for the acquisition and development of public outdoor recreation areas. The County also received support from the Utah Outdoor Recreation Initiative (ORI), a state program that funds the acquisition, development, and improvement of outdoor recreation infrastructure throughout Utah.

Summit County conducted several community open houses to allow public input on the entire 834 acres of the Ure land, discussing several options for the space including public recreation, agriculture operations, community housing, educational opportunities, and open space. The community was strongly against any community housing or development of any kind. 42% of respondents were in favor of open space and 21% were in favor of publication recreation. See Appendix N for public comments made.

B. Title Encumbrances

A copy of the title commitment and an analysis and summary of the title encumbrances is attached as Appendix D.

C. Water Rights

According to the Utah Division of Water Rights, one privately held water right (no. 35-2850) exists in the western Property area with a priority date of 1890. It is sourced from an underground water tunnel and its decreed use is for irrigation, stock watering, and domestic purposes. The water right is currently owned by Ure Enterprises, LLC. All shares are included in the Option Agreement with Summit County, and any shares owned by individual members of Ure Enterprises, LLC, to be encumbered by the conservation easement will be conveyed to the landowner at closing. The property does not have water shares from the Beaver/Shingle Creek Irrigation Company or New Washington Irrigation Company.

City Creek flows through the central portion of the Property as an ephemeral creek. Two small areas in the western portion of the Property are classified as PEM1C wetland and seasonally flood and saturate the soils.

Water rights information is provided in Appendix J.

D. Mineral Estate

160 acres were conveyed from the United States to Erastus Mitchell via a Homestead Act patent in 1898. The mineral estate was not reserved to the United States. Other portions of the Property were granted to the State of Utah from the United States in patents dated 1/23/1900 and 12/5/1899 without reservations of the mineral estate. The Conservancy is not aware of any other evidence to suggest the mineral estate has been severed from the surface estate. Refer to the full mineral ownership report in Appendix I.

E. Environmental Site Assessment

Summit County ordered a Phase I environmental site assessment for the Property, conducted by Wasatch Environmental, Inc. Wasatch Environmental, Inc., inspected the Property and conducted a landowner interview to establish if any hazardous materials are present. There were no subsurface environmental concerns identified at this Property (see Appendix H for the Phase I environmental site assessment).

F. Legal Review

All relevant legal documentation, including the easement deed itself, has been drafted or reviewed by Kate Sattelmeier, the Vice President of Conservation and Counsel for the Conservancy. Summit County's Chief Civil Deputy, David Thomas, also reviewed the conservation easement and relevant legal documents.

Exhibit 7: *Physical Features*

A. Hydrology

Watershed:
The Property is within the Weber River Watershed, more specifically the Upper Weber River Watershed. The entire Weber River Watershed drains 2,400 square miles of mountain topography and spans from the western slopes of the Uinta Mountains, over the Watasch Mountains, and to the shores of Great Salt Lake. The headwaters of the Weber River begin at the base of the Uinta Mountains and flow through multiple valleys before reaching Great Salt Lake.

Irrigation Canals and Ditches:
There are no irrigation ditches or canals in the Property.

Wetlands and Floodplain:
The majority of the Property contains semiarid and upland vegetation; however, the freshwater emergent wetlands in the western portions of the Property stay saturated for most of the summer and into the fall. City Creek runs through the central portion of the Property as an ephemeral feature and eventually runs into Beaver Creek north of the Property.

See the Ure Properties aquatic resources report for more hydrology information in Appendix K.

B. Soil Composition

Soil surveys are conducted to provide information about the soils, landscapes, general patterns of drainage, and kinds of bedrock that exist in a specific area. A soil survey was conducted of the Property subject to Conservation Easement using NRCS data. The survey determined that the Property consists of Ayoub-Dunford-Melling complex, 15 to 30 percent slopes (43.5%), Ant Flat loam (20.1%), Melling-Ayoub-Rock outcrop complex, (13.2%), Echocreek loam (11.3%), Dunford-Ayoub-Melling complex (6.1%), Ayoub-Dunford-Melling complex, 30 to 60 percent slopes (5.8%), and Ayoub cobbly loam (<0.1%). Ant Flat loam and Echocreek loam are classified as “prime farmland if irrigated.” Refer to Appendix E for more information.

C. Geology

The Property’s geological setting consists of Weber Sandstone of the Pennsylvanian epoch; Alluvium deposits from the Holocene epoch; Lahar, breccia, and tuff of Keetley Volcanics of potentially the Oligocene and Eocene epoch; and Thaynes Limestone of the Lower Triassic epoch.

D. Flora and Vegetation

A majority of the Property is in the Mountain Gravelly Loam (mountain big sagebrush) ecological site.

Other portions of the Property are in the Mountain Loam (mountain big sagebrush), Mountain Shallow Loam (mountain big sagebrush), Upland Loam (basin wildrye), and Mountain Gravelly Loam (oak) ecological sites.

These ecological sites are dominated by mountain big sagebrush (*Artemisia tridentata* ssp. *vaseyana*). Gambel oak (*Quercus gambelii*) can be found growing in a mosaic pattern rather than intermixing with the big sagebrush. Some of the soils provide favorable conditions to grasses, such as slender wheatgrass (*Elymus trachycaulus*) and basin wildrye (*Leymus cinereus*).

Other common plants present on the Property include bitterbrush (*Purshia tridentata*), western serviceberry (*Amelanchier alnifolia*), crested wheatgrass (*Agropyron cristatum*), bulbous bluegrass (*Poa bulbosa*), musk thistle (*Carduus nutans*), mountain snowberry (*Symphoricarpos oreophilus*), needle and thread grass (*Hesperostipa comata*), gray sagewort (*Artemisia ludoviciana*), desert alyssum (*Alyssum desertorum*), creeping Oregon-grape (*Berberis repens*), smooth brome (*Bromus inermis*), cheatgrass (*Bromus tectorum*), yellow rabbitbrush (*Chrysothamnus viscidiflorus*), flixweed (*Descurainia sophia*), western wheatgrass (*Elymus smithii*), broom snakeweed (*Gutierrezia sarothrae*), prickly lettuce (*Lactuca serriola*), alfalfa (*Medicago sativa*), big bluegrass (*Poa secunda*), bluebunch wheatgrass (*Pseudoroegneria spicata*), gooseberryleaf globemallow (*Sphaeralcea grossulariifolia*), and African mustard (*Strigosella africana*).

The U.S. Geological Survey categorizes these ecoregions as “semiarid foothills” and “mountain valleys.” A majority of the site is considered semiarid foothills, which are characterized by warm-temperate, unforested, dry rocky slopes. Mountain valleys are characterized by cold high-altitude valleys that contain terraces and alluvial fans.

E. Wildlife

The Property is in the Kamas Valley, which is described by the UDWR as having substantial crucial summer, winter, and spring habitat for mule deer across the Property. The southwestern portion of the Property has crucial winter habitat for moose, as well as crucial year-long habitat for black bears, California quail, and dusky grouse and substantial year-long habitat for ruffed grouse. The Kamas unit management plan for mule deer notes that lower elevation winter range—where the Ure Property is located—is the limiting factor on the Kamas unit for deer populations. It states that “the largest threat to mule deer habitat in the Kamas area is the direct loss of crucial winter range acres due to development and urbanization,” and advises to “minimize or mitigate impacts from large-scale development.” The Kamas West Hills greater sage-grouse lek is approximately 0.25 mile southwest of the Property, and the Jordanelle Little Valley greater sage-grouse lek is approximately 0.35 mile southwest of the Property. The Property is considered breeding habitat for greater sage-grouse, and the western portion of the site is also considered a winter habitat. Additionally, the Property’s grazing fields serve as part of a network of critical migratory stops for sandhill cranes.

See Appendix G for the full UDWR wildlife report.

A U.S Fish and Wildlife Service IPaC report was generated for the Property (see Appendix F).

F. Cultural Resources

The Property is within a region known to have been inhabited by ancient and indigenous peoples. The Property has archeological artifacts and features from previous inhabitants, important to the history of Summit County. Lithic artifacts from stone tool makers have been found and documented in multiple locations throughout the Property and stone circle features of a

prehistoric campsite are located on the north bank of City Creek. Six of the documented archeological sites have been recommended as eligible for listing in the National Register of Historic Places.

See the Ure Ranch Property Cultural Resource Inventory reports for more cultural resources information in Appendix L.

G. Structures, Roads, and Infrastructure

There are no existing structures within the Property. A fenced in and graveled area is present on the extreme southwest corner of parcel CD-426-X, housing Enbridge Gas infrastructure.

From SR 248 there is an access road on parcel CD-421 that connects to 200 South. Parcel CD-425-A has another access road originating from a point of entry on 200 South and connecting to an adjacent property through a gate. From South Lambert Lane, there is a perpendicular access road along the southern edge of an adjacent parcel, MRDG-2. At the end of this road is a gate for access into a small corral on the Property. There are several gates for points of entry along 200 South.

Refer to the land use map included in Appendix A as Figure A-5.

Exhibit 8: *Summary of Conservation Resources*

A. Public Outdoor Recreation

The Property is considered open and undeveloped land which provides outdoor recreational opportunities for the public include hiking, non-motorized mountain biking, and horse riding activities. Ancillary infrastructure may include pump tracks, trailhead amenities, picnic areas, and trailhead parking lots.

B. Vegetation

The dominant vegetation on the Property is mountain big sagebrush. These shrubs connect to the larger ecosystem in the valley, which consists of grasses, sedges, and rushes.

C. Wildlife

The Property is suitable habitat for mule deer in the summer, spring, and winter, for moose (in the southwest portion) in the winter, and for black bear, California quail, dusky grouse, and ruffed grouse year-round. It also serves as a breeding and winter habitat for greater sage-grouse as well as a migratory stop for sandhill cranes during spring and fall migrations.

D. Cultural Resources

The Property is within a region known to have been inhabited by ancient and indigenous peoples. The Property has archeological artifacts and features from previous inhabitants, important to the history of Summit County. Lithic artifacts from stone tool makers have been found and documented in multiple locations throughout the Property and stone circle features of a prehistoric campsite are located on the north bank of City Creek. Six of the documented archeological sites have been recommended as eligible for listing in the National Register of Historic Places.

E. Water Quality and Resources

The wetland meadows in the western portion of the Property and City Creek in the central portion of the Property connect to the Weber River at the north end of the valley, which flows to Great Salt Lake. Protecting this valley, which has been designated of special significance, is of utmost importance to sustain clean water in the watershed.

F. Aesthetic/Visual Resources

The Property consists of open grazing meadows adjacent to SR 248 and 200 South and is one of the first things a visitor sees when entering the Kamas Valley. The viewshed predominantly consists of undeveloped agricultural lands and foothills. The Property is part of the Kamas Meadows, an open land buffer to the small and rural municipalities of Kamas and Oakley.

Exhibit 9: *Appendices*

A. Baseline Maps and Photographs
   i. Figure A-1. Location
   ii. Figure A-2. Tax Parcels
   iii. Figure A-3 Proximate Lands
   iv. Figure A-4 Ingress/Egress
   v. Figure A-5 Land Use
   vi. Figure A-6 Geology
   vii. Figure A-7 Hydrology and Soils
   viii. Figure A-8 Mule Deer Habitat
   ix. Figure A-9 Moose Habitat
   x. Figure A-10 Black Bear Habitat
   xi. Figure A-11 Ecoregions
   xii. Figures A-12 through A-27: Photographs of the Property
B. Zoning Map and Code for Eastern Summit County
C. Local Management Plans and Support
D. Title Report and Analysis
E. Natural Resources Conservation Service Custom Soil Report and Ecological Site Report
F. U.S. Fish and Wildlife Service Custom Information for Planning and Consultation Report
G. Utah Division of Wildlife Resources Wildlife Habitat Analysis Tool Report
H. Environmental Inspection Report
I. Mineral Ownership Report
J. Water Rights Documentation and WestWater Research, LLC, Memo
K. Aquatic Resources Report
L. Cultural Resource Inventory Reports
M. Preliminary Site Plans
N. Public Comments
O. Acknowledgement of Baseline Conditions to Date

EXHIBIT B
South Meadow

ONCE RECORDED, PLEASE RETURN TO:

Summit Land Conservancy
P.O. Box 1775
1887 Gold Dust Lane, Suite 101
Park City, Utah 84060

DEED OF CONSERVATION EASEMENT
URE RANCH
SOUTH MEADOW CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT DEED ("**Easement**", or "**Conservation Easement**", as more fully described below) is made effective as of the date recorded in the Summit County Recorder's Office ("**Effective Date**"), by SUMMIT COUNTY, a political subdivision of the State of Utah, having an address of 60N. Main Street, P.O. Box 128, Coalville, Utah 84017 ("**Grantor**"), and SUMMIT LAND CONSERVANCY, a Utah nonprofit corporation, having an address of 1887 Gold Dust Lane, Suite 101, Park City, Utah 84060 ("**Grantee**"), Grantor and the Grantee are referred to individually as a "Party" and collectively as the "Parties".

The following Exhibits are attached to and are incorporated into this Easement by this reference:

Exhibit A: Legal Description of the Property
Exhibit B: Property Map
Exhibit C: Permitted and Restricted Uses and Practices

RECITALS

WHEREAS, Grantor owns approximately 30.71 acres of land located in the Kamas Meadows near the town of Kamas in Summit County, State of Utah (the "**Property**"). The Property is described,, in **Exhibit A** and shown for reference purposes on the Property Map attached as **Exhibit B**; and

WHEREAS, Grantor has agreed to convey the conservation easement interest to the Property to Grantee, in perpetuity, pursuant to the terms of this Conservation Easement; and

WHEREAS, Baseline conditions of the Property are set forth in a Baseline Documentation Report (the "**Baseline**", as more fully described below), a copy of which is maintained in the files of the Grantee; and

WHEREAS, As fee owner of the Property, Grantor owns the affirmative rights to identify, preserve, and protect forever the Conservation Values (*defined below*) of the Property. Grantor desires to grant a perpetual conservation easement to the Grantee pursuant to the 'Land Conservation Easement Act' of Utah's statutes, Utah Code, Sections 57-18-1 to 57-18-7, which authorizes protection of natural, scenic, open space, aesthetic, historic, hydrologic, ecological, agricultural, and scientific values that are of great importance to Grantor, the Grantee, the people of Summit County, and the people of the State of Utah; and

WHEREAS, the Property possesses scenic, open space, historic, cultural, environmental quality, ecological, natural resources, agricultural, and educational (collectively referred to as the "**Conservation Values**") of great importance to the Grantor, Grantee, and the public; and

WHEREAS, The Conservation Values and Conservation Purposes include the Property's agricultural use and future viability, agricultural open space, scenic values, and water quality and availability. The Conservation Values are more fully described in the Baseline. In particular, the Property is:

1. Open Space Farmland. The Property is agricultural land, partially irrigated and classified by the Natural Resources Conservation Service (NRCS) as "farmland of statewide importance". It consists of a soil series unique to the Kamas Valley, namely Kovich-Toddspan loams. The Kovich-Toddspan series is poorly drained, allowing for the development of deep hydric soils, which are characteristic of wetland habitats and provide unique anaerobic conditions for wetland plants. The Property is open space that yields a significant public benefit as it is used for the scenic enjoyment of the general public, and such use is supported by clearly delineated government policies, in particular:

    a. Scenic Enjoyment: The Property is open farmland that forms part of the scenic viewshed and open land buffer around the town of Kamas. It is visible from Highway 248 and W. 200 South, and offers a view of an open agricultural field, adjacent to other open agricultural lands.

    b. Kamas City General Plan. The Property is adjacent to Kamas and forms an open land buffer around the city limits. The first policy goal of the Kamas City General Plan is to be a beautiful, organized rural community based on its distinct history of agriculture, open space and recreation. Specific needs identified by the General Plan include historic preservation, dedicated open space including a "green buffer," new water sources, and pollution control. Protecting the open space farmland on this Property is in line with those goals.

    c. Eastern Summit County General Plan: The Eastern Summit County General Plan acknowledges the historic rural and agricultural character of Eastern Summit County and through the Eastern Summit County Agriculture Preservation and Open Space Advisory Committee ("**ESAP**") aims to facilitate the acquisition of conservation easements and/or restrictions to preserve

agricultural lands and open space. The Property meets ESAP criteria for protection.

d. Summit County Open Space Advisory Committee Criteria: Summit County has Open Space Bond funds available for the protection of qualified open lands, important to the people of Summit County. The Open Space Advisory Committee ("**OSAC**") has identified regions and natural resources that qualify for funding and protection. The Easement purchase is made with OSAC funding contributions as its protection meets key "South Summit" funding criteria for (i) the protection of a watershed and wetlands and the use of water on agricultural lands, (ii) agricultural heritage, and (iii) the mitigation of urban sprawl to agricultural lands.

2. Natural Wildlife Habitat: The Property is relatively natural wildlife habitat for big-game species including elk and mule deer that utilize the Property, particularly in the winter given the Property's low elevation and productive vegetation. It also serves as prime habitat for migratory waterfowl and shorebirds like Sandhill cranes that forage and nest in the wet meadows during spring and summer. The Property is part of a network of critical migratory stops for Sandhill cranes in the Pacific and Central flyways and the elimination of agricultural fields is known to be the main threat to Sandhill cranes in Utah. Accordingly, this Easement protects a relatively natural wildlife habitat.

3. Water Quality: Preservation of the Property as agricultural land will prevent development and associated storm-water runoff that would increase nutrient and sediment into tributaries of the Weber River. Maintaining the Property as open and irrigated land benefits proximate agricultural lands and wetlands within the Kamas Meadows. The protection of agricultural lands within the Kamas Meadows has been identified as an important measure for water resource protection as described in the following plans and policies:

   a. Weber River Watershed Plan: The Weber River Watershed Plan aims to address growing water use demands and declining water availability and quality in the Weber River Watershed. The conservation of water supply, important fish species, and important ecological systems that provide aquatic and terrestrial habitats are identified as key conservation goals. The plan recognizes that strategies such as smart growth, preservation of farmlands, and enhanced storm water management are integral to meeting conservation goals. The preservation of farmlands directly contributes to these conservation goals by preventing development that would lead to increased water usage (reduced instream flow), storm water discharge into the watershed, and the disruption of the natural surface and groundwater system.

   b. Utah State Technical Committee Designation: The United States Department of Agriculture has determined the Kamas Meadows to be grassland of special

environmental significance pursuant to 7 CFR Section 1468.3 as the Kamas Meadows lands provide protection of a highly sensitive natural resource as identified by the Utah State Technical Committee. Water resources and soils preserve a carbon sink and protect water flow to the Great Salt Lake, which is at-risk in the new climate regime expected for Utah. Said designation was established by the Utah State Technical Committee on August 11, 2023.

The values described in these Recitals and in the Baseline Documentation Report are referred to in this instrument as the Conservation Values; and

WHEREAS, As of the Effective Date, the Grantee is a nonprofit corporation, incorporated and qualified to do business under the laws of Utah as tax-exempt public charity described in Sections 501(c)(3) and 509(a)(1) of the IRS Code (*defined below*). Grantee is organized to protect and conserve natural areas and ecologically significant land for scientific, charitable, and educational purposes; and is a "qualified organization" as defined in Section 170(h) of the IRS Code. The Grantee qualifies as a "holder" of a conservation easement under the Utah 'Land Conservation Easement Act' (UtahCode § 57-18-1, *et seq*); and

WHEREAS, To accomplish the Conservation Purposes (*defined further below*), Grantor desires to convey to the Grantee and the Grantee desires to obtain from the Grantor a conservation easement that restricts the uses of the Property and that grants certain rights to the Grantee in order to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Conservation Values.

CONSERVATION EASEMENT TERMS

IN CONSIDERATION of the recitals set forth above, the mutual covenants, terms, conditions, and restrictions contained in this Easement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and pursuant to the Utah state law, in particular, the 'Land Conservation Easement Act' of Utah's statutes, Utah Code , Sections 57-18-1 to 57-18-7, Grantor voluntarily grants and conveys to, and the Grantee accepts, a perpetual conservation easement in, on, over, and across the Property, together with a third party right of enforcement to the United States, subject to the terms and conditions set forth in this Easement, restricting forever the uses that may be made of the Property and granting the Grantee certain rights in the Property; and Grantor and the Grantee agree as follows:

1. CONSERVATION PURPOSES. The purposes of this Easement is to preserve and protect in perpetuity the Conservation Values of the Property. In particular, the purpose of this Easement is to protect the Property's open space and scenic character, its agricultural uses, its ecological and natural resources, its outdoor recreation and education potential, and its water quality and availability that support its environmental resources such as grasslands, wetlands and riparian area. In achieving the above named purposes, it is the intent of this Easement to permit such uses, defined in **Exhibit C**, of the Property as may be conducted consistent with the Conservation Values protected herein.

2. BASELINE DOCUMENTATION REPORT. By its execution of this Easement, the Grantee acknowledges that Grantor's present uses of the Property are compatible with the purposes of this Easement. In order to evidence the present condition of the Property (including both natural and man-made features) and to facilitate future monitoring and enforcement of this Easement, the Parties acknowledge that a Baseline Documentation Report (the "**Baseline**") has been prepared, which contains a collection of baseline data on the Property and its natural resources and an assessment of the current and consistent uses. By their signatures to and certification of the Baseline and further by signature of this Easement, the Parties agree that the Baseline contains an accurate representation of the biological and physical condition of the Property as of the Effective Date and of the historical uses of the Property, including historical water uses. In addition to the public benefits described as the Conservation Values, the Baseline identifies public policy statements and/or other factual information supporting the significant public benefit of this Easement. Grantor and the Grantee hereby approve the Baseline, a copy of which is on file with the Grantor and the original of which is on file with the Grantee at their respective addresses for notices set forth below.

3. THE GRANTEE'S RIGHTS. In order to accomplish the Conservation Purposes, the rights and interests that are granted and conveyed to the Grantee by this Easement consist of the following:

A. Preserve and Protect. The right to preserve, protect, identify, and monitor the Conservation Values in perpetuity, and, in the event of their degradation or destruction, the right to the legal remedies set forth herein or otherwise permitted by law.

B. Entry and Access Rights. The Grantee is, by this Easement, granted rights of access, whether by public ways or otherwise and including, but not limited to, any access easements appurtenant to the Property or held by Grantor, to enter upon the Property in order to monitor compliance with and otherwise enforce the terms of this Easement, to study and make scientific observations of the Property and of natural elements and ecosystems and other features of the Property, and to determine whether the Grantor's activities are in compliance with the terms of this Easement, all upon reasonable prior notice to Grantor and in a manner that does not unreasonably disturb the use of the Property by Grantor consistent with this Easement. The Grantee has the right of immediate entry to the Property if, in its sole judgment, such entry is necessary to investigate, prevent, terminate, or mitigate a violation of this Easement, or to preserve and protect the Conservation Values. Notwithstanding the Grantee's right to access the Property, the Grantee shall not be permitted to access or enter any dwellings on the Property without the express consent of the Grantor.

C. Enforcement. The Grantee has the right to prevent or enjoin any activity on or use of the Property that constitutes a breach of this Easement or is inconsistent with the perpetual preservation of the Conservation Values, and the Grantee has the right to require the Grantor to restore such areas or features of the Property to the condition existing immediately prior to the activity complained of by such breach or inconsistent use or activity.

4. USES OF THE PROPERTY. Except as prohibited or otherwise limited by this Easement, Grantor reserves the right to use and enjoy the Property in any manner that is consistent with the Conservation Purposes and the perpetual preservation of the Conservation Values. Grantor will not perform, or allow others to perform, any act on or affecting the Property that is inconsistent with the Conservation Purposes. The uses set forth in **Exhibit C**, though not an exhaustive list of consistent uses and practices, are consistent with this Easement and will not be precluded, prevented, or limited, except as specifically set forth in **Exhibit C**. Any activity on or use of the Property that is inconsistent with the Conservation Purposes (including, without limitation, any activity or use that diminishes or impairs the Conservation Values) is prohibited. Though not an exhaustive list of prohibited and restricted uses, **Exhibit C** also describes such uses or activities that are inconsistent with the Conservation Purposes and are thus prohibited or restricted.

5. APPROVAL REQUEST.

A. The Grantee's Approval. Grantor will not undertake or permit any activity which by the specific provisions of this Easement require prior approval by the Grantee without first having notified and received approval from the Grantee as provided herein. Prior to the commencement of any activity for which this Easement requires prior written approval by the Grantee, Grantor will send the Grantee written notice of Grantor's intention to undertake such activity. The notice will inform the Grantee of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and all other relevant information. If in the Grantee's judgment additional information is required to adequately review the proposal, the Grantee will send written notice requesting such additional information within fifteen (15) days of receipt of Grantor's notice.

B. The Grantee's Decision. No later than thirty (30) days from the Grantee's receipt of information adequate to review the proposal, the Grantee will notify Grantor of its disapproval or approval of Grantor's proposal, or that the Grantee may approve the proposal with certain specified modifications. The Grantee's decision must be based upon the Grantee's assessment of the proposed activity in relation to its consistency or inconsistency with the terms of this Easement. Grantee's approval or failure to object to any proposed use or activity will not constitute consent to any subsequent use or activity of the same or any different nature.

6. ENFORCEMENT AND REMEDIES.

A. Notice of Violation; Corrective Action. If the Grantee becomes aware that a violation of the terms of this Easement has occurred or is threatened to occur, Grantee will give written notice to Grantor of such violation, and Grantor shall in the case of an existing violation, promptly cure ("**Grantor's Right to Cure**") the violation by (a) ceasing the same and (b) restoring the Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation. If Grantor fails to cure the violation within thirty (30) days after receipt of notice from the Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period or fails to

continue diligently to cure such violation until finally cured, the Grantee will have all remedies available at law or in equity to enforce the terms of this Easement, including, without limitation, the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that portion of the Property affected by such activity to the condition that existed immediately prior to the undertaking of the activity complained of (regardless of whether the costs of restoration exceed the value of the Property), and to otherwise pursue all available legal remedies, including, but not limited to, monetary damages arising from the violation. The Grantee's rights under this Paragraph apply equally to actual or threatened violations of the terms of this Easement. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee is entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Furthermore, the provisions of the 'Land Conservation Easement Act' of Utah's statutes, Utah Code Ann. Sections 57-18-1 to 57-18-7, are incorporated into this Easement by this reference, and this Easement includes all of the rights and remedies set forth therein.

(i) Grantor shall be responsible for the acts and omissions of persons acting on its behalf, at its direction or with its permission, and the Grantee has the right to enforce this Easement against Grantor for any use of or activities upon the Property that are a violation of this Easement and that result from such acts or omissions. However, as to the acts or omissions of third parties other than the those described in the preceding sentence, the Grantee does not have a right of enforcement against Grantor unless Grantor is complicit in said acts or omissions, fails to cooperate with the Grantee in all respects to halt or abate the event or circumstance of non-compliance with this Easement terms resulting from such acts or omissions, or fails to report such acts or omissions to the Grantee promptly upon learning of them.

(ii) The Grantee has the right, but not the obligation, to pursue all legal and equitable remedies provided under this Paragraph against any third party responsible for any activity or use of the Property that is a violation of this Easement, and Grantor shall, at the Grantee's option, assign its right of action against such third party to the Grantee, join the Grantee in any suit or action against such third party, or appoint the Grantee its attorney-in-fact for the purpose of pursuing an enforcement suit or action against such third party.

B. Costs of Enforcement. Grantor shall reimburse the Grantee for all reasonable expenses incurred by the Grantee in enforcing the terms of this Easement against Grantor, or with respect to actions by third parties for whom Grantor is responsible, as set forth in Paragraph 6A(i) above, including, without limitation, reasonable attorneys' fees and any costs of restoration necessary to cure the violation. In addition, any costs of

restoration will be borne by the Grantor if Grantor is determined to be responsible for damage to the Property. If Grantor prevails in any action to enforce the terms of this Easement, each party shall bear its own costs. If Grantee prevails in part, then Grantor shall be responsible for all fees and costs of both parties as set forth above, unless Grantee is found by a final court of competent jurisdiction to have acted in bad faith.

C. Emergency Enforcement. If the Grantee reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values or to prevent breach or extinguishment of this Easement, the Grantee may pursue its remedies under this Easement without prior notice to Grantor and without waiting for the cure period to expire, provided however, Grantee will provide notice to Grantor at the earliest practicable time under the circumstances.

D. Waiver of Right to Enforce. The failure of the Grantee to discover a violation or to take action under this Easement will not be deemed or construed to be a waiver of the Grantee's rights under this Easement with respect to such violation in the event of any subsequent breach. In no event will any delay or omission by the Grantee in exercising any right or remedy constitute an impairment of or a waiver of such right or remedy. Grantor waives the defenses of prescription, laches and the running of any applicable statute of limitations.

E. Remedies Cumulative. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder and all remedies under this Easement may be exercised concurrently, independently or successively from time to time. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies which may be available at law or equity.

F. Acts Beyond the Grantor's Control. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against Grantor for, or to require the Grantee or Grantor to actively restore destruction of or damage to the Conservation Values resulting from any injury to or change in the Property resulting from causes beyond Grantor's control, including trespass, fire, flood, storm, earth movement, and other natural disasters or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. This Paragraph will not be construed to relieve the Grantor of the obligation to clean-up garbage or materials dumped on the Property by third parties and the obligation to take action to prevent third party violations of this Easement, or to otherwise maintain the Property in a condition consistent with the Conservation Purposes of this Easement.

G. Grantee's Obligations. After each inspection of the Property by Grantee, Grantee shall prepare a written monitoring report of the results of such inspection, including in particular any significant natural (or other) changes to the Property since the prior inspection. Grantee shall make a copy of such report available to Grantor. To the extent that Grantee by action or inaction does not perform or fulfill the preceding or any other affirmative, non-discretionary obligation required of Grantee pursuant to the terms

of this Easement, then Grantor shall give written notice of such obligation to Grantee and the Parties shall cooperate and act in good faith to reach a resolution with respect to such obligation.

7. REPRESENTATIONS AND WARRANTIES.

A. State of Title. Grantor represents and warrants that Grantor has good and marketable title to the Property, free and clear of any liens or encumbrances that might cause extinguishment of this Easement or that would materially impair the Conservation Purposes.

B. Compliance with Laws. Grantor has not received notice of and has no knowledge of any material violation of any federal, state, county, or other governmental or quasi-governmental statute, ordinance, rule, regulation, law, or administrative or judicial order with respect to the Property.

C. No Litigation. Grantor represents and warrants that there is no action, suit, or proceeding that is pending or threatened against the Property or any portion thereof relating to or arising out of the Grantor's ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

D. Disclosure of Easement Information. Grantee has informed Grantor of the types and legal effects of conservation easements and has advised Grantor to obtain independent legal advice as required by Section 57-18-4 of the Land Conservation Easement Act.

E. Authority To Execute Easement. The person or persons executing this Easement on behalf of the Grantee represent and warrant that the execution of this Easement has been duly authorized by the Grantee. The person or persons executing this Easement on behalf of Grantor represent and warrant that the execution of this Easement has been duly authorized by Grantor.

8. COSTS, LEGAL REQUIREMENTS, AND LIABILITIES. Grantor will be responsible for and will bear all costs and liabilities of any kind related to the Grantor's ownership, operation, upkeep, and maintenance of the Property and agrees that the Grantee will have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions on the Property, or the protection of Grantor, the public, or any third parties from risks relating to conditions on the Property. Grantor agrees to pay before delinquency any and all real property taxes and assessments levied on the Property and agrees that the Grantor will keep the Grantee's interest in the Property free of any liens, including those arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantor will be solely responsible for any costs related to the maintenance of general liability insurance covering Grantor's acts on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use by Grantor on the Property and permitted by this Easement, and any activity or use will be undertaken in accordance with all

applicable federal, state, and local laws, rules, regulations, and requirements. If more than one person or entity constitutes Grantor, the obligations of each and all of them under this Easement shall be joint and several.

9. RUNS WITH THE LAND. The terms and conditions of this Conservation Easement run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them, any and all of whom must comply with all terms and conditions of this Conservation Easement. This Conservation Easement burdens and runs with the Property in perpetuity.

10. SUBSEQUENT TRANSFERS AND SUBORDINATION. In conjunction with Paragraph 20, Grantor agrees to insert a covenant in favor of the Grantee into any subsequent conveyance, transfer, subordination, deed or other legal instrument by which Grantor divests either the fee simple title or a possessory interest in the Property (together, a "Subsequent Conveyance"), which covenant shall state in relevant part as follows: "This conveyance or transfer is subject to the terms and conditions of that certain Conservation Easement, dated _____, and recorded in the Office of the Summit County Recorder as Entry No. _____, Book ____, beginning at Page ___." Grantor further agrees to notify the Grantee of any pending Subsequent Conveyance at least fifteen (15) days in advance of such conveyance or transfer. The failure of the Grantor to comply with this Paragraph will not impair the validity of this Easement or limit its enforceability in any way. Any successor in interest of the Grantor (the "Successor Grantor"), by acceptance of a Subsequent Conveyance, shall be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Easement. In such case, the Successor Grantor shall be fully substituted for the Grantor hereunder and the Grantor shall be released from any further obligations with respect to this Easement as to the portions of the Property so conveyed or transferred. Notwithstanding the foregoing, if the Easement is extinguished in its entirety pursuant to judicial proceedings and in accordance with Paragraph 14 of this Easement, the Grantor and any Successor Grantor shall not be bound by the terms and conditions of this Paragraph 10.

11. INDEMNIFICATION.

A. Cross Indemnification. Notwithstanding any other provision of this Easement to the contrary, the Parties shall indemnify, defend, and hold harmless each other, including, without limitation, each Party's managers, members, directors, officers, employees, agents, contractors, and their successors and assigns (collectively, the "Indemnified Parties"), from and against any costs, liabilities, penalties, damages, claims, or expenses (including reasonable attorneys' fees) and litigation costs that the Indemnified Parties may suffer or incur as a result of, or arising out of:

1. Use of or activities on the Property by the Party;
2. The inaccuracy of any representation or warranty made in this Easement by the Party;
3. Any material breach of this Easement by the Party;
4. Injury to or the death of any person, or damage to any property, resulting from any act, omission, condition, or other matter related to or occurring

on or about the Property, unless due solely to the actions of any of the Indemnified Parties; and

5. Approvals for activities requested of a Party whether given or withheld under this Easement, except as the result of the gross negligence or intentional misconduct of the Party from whom approval was sought.

B. Grantor Indemnification. Grantor indemnifies, defends, and holds harmless the Grantee and its Indemnified Parties for:

1. Any claim, liability, damage, or expense suffered or incurred by or threatened against the Grantee by a third party and related to any approvals requested by Grantor, whether given or withheld by the Grantee, unless due solely to the Grantee's gross negligence or intentional misconduct; and

2. Any real property taxes, insurance, utilities, or assessments that are levied against the Property, including those for which exemption cannot be obtained, or any other costs of maintaining the Property.

12. CHANGE OF CONDITIONS. In granting this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may be used entirely for such prohibited uses in the future. It is the intent of Grantor and the Grantee that any such changes will not be deemed circumstances justifying the extinguishment of this Easement. In addition, the inability of Grantor, or Grantor's heirs, successors or assigns, to conduct or implement any or all of the uses permitted under this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

13. EXTINGUISHMENT. This Easement can be released, terminated or otherwise extinguished, whether in whole or in part, only (a) by judicial proceedings in a court of competent jurisdiction and (b) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property for conservation purposes. Each Party will promptly notify the other when it first learns of such circumstances. The amount of the proceeds to which the Grantee will be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, will be determined in accordance with Paragraph 15 below. The Grantee will use all such proceeds in a manner consistent with the conservation purposes. In the event of extinguishment of the Easement in its entirety pursuant to this Paragraph, the Property shall not be subject to any of the terms, conditions or restrictions of the Easement.

14. CONDEMNATION. If all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority, Grantor and the Grantee will join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds will be divided in accordance with the proportionate value of the Grantee's and Grantor's interests as of the Effective Date as set forth in Paragraph 15 below, it being expressly agreed that this Easement constitutes a compensable property right. All expenses incurred by Grantor and the Grantee in such action will be paid out of the recovered proceeds.

15. PROPERTY INTEREST VALUATION.

With respect to a proposed extinguishment, termination, or condemnation action, Grantee and the Grantor stipulate that the fair market value of the Easement is Eighty-Seven Percent (87%), hereinafter the "**Proportionate Share**", of the fair market value of the Property unencumbered by this Easement. The Proportionate Share shall remain constant over time.

As described in the Memorandum of Understanding, dated January 22, 2025, by and between the Grantee and Grantor, the Grantor has contributed funds to facilitate the conservation of the Property and therefore, the Grantor shall be entitled to receive all of Grantee's Proportionate Share of proceeds heretofore described in this Paragraph 15. The Grantor shall use said proceeds in a manner consistent with the protection of open land and conservation values and upon mutual agreement of the Parties, Grantee may hold a property interest as a joint property owner, conservation easement holder or conservation easement co-holder in any property acquired with proceeds.

16. AMENDMENT. If circumstances arise under which an amendment to or modification of this Easement might be appropriate, the Grantee and Grantor may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of the Grantee as a qualified holder under any applicable laws, including the IRS Code or Utah statute. Any such amendment shall be at the discretion of the Grantee; shall be consistent with the preservation of the Conservation Values of the Property and the Conservation Purposes of this Easement; shall not affect its perpetual duration or its qualification under any laws; shall not permit any private inurement or impermissible private benefit to any person or entity; and shall have a positive or not less than neutral conservation outcome, based on an evaluation of the impact on the Conservation Values by an independent person selected by Grantee; and will be consistent with the Grantee's internal policies and procedures regarding easement amendments as may be in effect at the time of the amendment proposal. Any such amendment will be recorded in the land records of Summit County, Utah.

17. INTERACTION WITH STATE LAW. The provisions of the above Paragraphs addressing EXTINGUISHMENT, CONDEMNATION, and AMENDMENT shall apply notwithstanding any provisions addressing such actions under Utah law.

18. WRITTEN NOTICE. Any written notice called for in this Easement will be delivered: (i) in person; or (ii) by certified mail, return receipt requested, postage prepaid; or (iii) by facsimile with the original deposited with the United States Post office, postage prepaid on the same date as sent by facsimile; or (iv) by next-business-day delivery through a reputable overnight courier that guarantees next-business-day delivery and provides a receipt. Notices must be addressed as follows:

To the Grantee: Summit Land Conservancy
P.O. Box 1775
1887 Gold Dust Lane, Suite 101
Park City, Utah 84060
Attention: Cheryl Fox, CEO

To the Grantor: Summit County
Attn: Lands and Natural Resources Department
60 N Main Street
P.O. Box 128
Coalville, UT 84017

Any Party may, from time to time, by written notice to the other Parties, designate a different address that will be substituted for the relevant address or addresses set forth above. Notice is deemed to be given upon receipt.

19. INTERPRETATION.

A. Intent. It is the intent of this Easement to protect the Conservation Values in perpetuity by prohibiting and restricting specific uses of the Property, notwithstanding economic or other hardship or changes in circumstances or conditions. If any provision in this Easement is found to be ambiguous, an interpretation consistent with protection of the Conservation Values and Conservation Purposes is favored, regardless of any general rule of construction that may be to the contrary. In the event of any conflict between the provisions of this Easement and the provisions of any use and zoning restrictions of the State of Utah, the county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive conservation provisions will apply.

B. Governing Law. This Easement will be interpreted in accordance with the laws of the State of Utah.

C. Captions. The captions have been inserted solely for convenience of reference and are not part of this Easement and will have no effect upon construction or interpretation.

D. No Hazardous Materials Liability. Notwithstanding any other provision of this Easement to the contrary, nothing in this Easement shall be construed such that it creates in or gives to the Grantee: (a) the obligations or liabilities of an "Grantor" or "operator" as those words are defined and used in Environmental Laws as defined in Paragraph 10(C) of this Easement, (b) the obligations or liabilities of a person described in 42 USC Section 9607(a)(3); (c) the obligations of a responsible person under any applicable Environmental Law; (d) any obligation to investigate or remediate any Hazardous Materials associated with the Property; or (e) any control over Grantor's ability

to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

E. Merger. This Easement shall not be extinguished under the doctrine of merger. Notwithstanding the foregoing, prior to any occasion in which the Grantee takes legal title to Grantor's interest in the Property, the Grantee must assign this Easement to another Qualified Organization within the meaning of Section 170(h)(3) of the Code, which organization has among its purposes the conservation and preservation of land and water areas.

F. Construction. The Parties acknowledge and agree that (a) each Party is of equal bargaining strength; (b) each Party has actively participated in the drafting, preparation and negotiation of this Easement; (c) each Party has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Easement; (d) each Party and its counsel and advisors have reviewed this Easement; (e) each Party has agreed to enter into this Easement following such review and the rendering of such advice; and (f) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party do not apply in the interpretation of this Easement, or any portions hereof, or any amendments hereto.

G. One Parcel. Even if the Property consists of more than one parcel for real estate tax or any other purpose of if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Property as a whole.

H. Definitions.

i. The term "**IRS Code**" means the Internal Revenue Code of 1986, as amended through the applicable date of reference.

ii. The term "**Development Rights**" means and includes any and all legal rights under federal, state, and/or local laws, ordinances, rules or regulations now in effect or enacted after this date to develop and build structures, expressed as the maximum number of dwelling units per acre for residential parcels or square feet of gross floor area for nonresidential parcels, that could be permitted under applicable zoning and subdivision rules and regulations.

iii. The terms "**Grantor**" and the "**Grantee**", and any pronouns used in place thereof, mean and include, respectively, Grantor and Grantor's personal representatives, heirs, devisees, personal representatives, and assigns, and all other successors as their interest may appear and the Grantee and its successors and assigns.

20. RESTRICTIONS ON TRANSFER. Other than in the context of an extinguishment that complies with Paragraph 13 of this Easement or a condemnation that complies with Paragraph 14, this Easement shall only be transferred if (i) as a condition of the transfer, Grantee requires that the purposes of this Easement continue to be carried out; (ii) the transferee, at the time of transfer, qualifies under section 170(h) of the IRS Code and section 57-18-3 of the Utah Code, as an eligible entity capable to receive this Easement directly; and (iii) the transferee has the commitment and resources to enforce, and agrees to enforce this Easement. Grantee agrees to provide written notice to Grantor at least sixty (60) days prior to any intended transfer of this Easement. Any subsequent transfer of this Easement shall also be subject to the provisions of this Paragraph. Any attempted transfer by Grantee of all or a portion of this Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Easement.

21. SEVERABILITY AND ENFORCEABILITY. The terms and purposes of this Easement are intended to be perpetual. If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party under this Easement will not be materially and adversely affected thereby, (a) such holding or action shall be strictly construed; (b) such provision shall be fully severable; (c) this Easement shall be construed and enforced as if such provision had never comprised a part hereof; (d) the remaining provisions of this Easement shall remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Easement; and (e) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Easement a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible.

22. EXHIBITS. **Exhibit A**, **Exhibit A-1**, **Exhibit B**, and **Exhibit C**, each of which is attached hereto, are integral parts to this Easement and are incorporated herein to this Easement by this reference.

23. COUNTERPARTS. This Easement may be executed in one or more counterparts, all of which taken together will be considered one and the same agreement and each of which will be deemed an original. This Easement shall become effective when each Party has received a counterpart signature page signed by all of the other Parties.

25. RECORDING; EFFECTIVE DATE. This Conservation Easement shall be effective (the "**Effective Date**") on the day and date it is recorded in the Summit County Recorder's Office, with a date-stamped copy retained as proof of timely delivery. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement, and Grantor agrees to execute any such instruments upon reasonable request.

26. ENTIRE AGREEMENT. This Easement, including the Recitals above and **Exhibits A-C** attached hereto, sets forth the entire agreement and understanding of the Parties with respect to the transactions contemplated by this Easement and supersedes all prior arrangements, promises, communications, representations, warranties and understandings, whether oral or written, by any Party or any officer, employee, representative or agent of any Party with respect to the transactions contemplated by this Easement.

27. TO HAVE AND TO HOLD. This Easement hereunto the Grantee, the United States of America, and their successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

GRANTOR AND THE GRANTEE have executed this Conservation Easement as of the Effective Date.

GRANTOR:

SUMMIT COUNTY
a political subdivision of the
State of Utah

_____
By: Shayne Scott
Title: County Manager

GRANTEE:

SUMMIT LAND CONSERVANCY,
a Utah nonprofit corporation

_____
By: Cheryl Fox
Title: Chief Executive Officer

SUMMIT COUNTY COUNCIL

_____
By: Canice Harte
Title: Summit County Council Chair

Approved as to form:

_____
By: David L. Thomas
Title: Chief Civil Deputy

STATE OF UTAH)
:ss.
COUNTY OF SUMMIT)

The foregoing instrument was signed before me this _____ day of _____, 2026, by _____, the _____ of Summit Land Conservancy

_____
NOTARY PUBLIC
Residing at: _____

STATE OF UTAH)
:ss.
COUNTY OF _____)

The foregoing instrument was signed before me this _____ day of _____, 2026, by _____, the _____ of Summit County

_____
NOTARY PUBLIC
Residing at: _____

STATE OF UTAH)
:ss.
COUNTY OF _____)

The foregoing instrument was signed before me this _____ day of _____, 2026, by _____, the _____ of Summit County

_____
NOTARY PUBLIC
Residing at: _____

EXHIBIT A
TO
CONSERVATION EASEMENT

LEGAL DESCRIPTION OF PROPERTY

BEGINNING AT THE CENTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN: THENCE NORTH 00°16’57” WEST 1768.95; THENCE NORTH 68°00’16” EAST 753.88 FEET; THENCE SOUTH 00°17’56” EAST 2049.51 FEET; THENCE SOUTH 89°51’10” WEST 700.98 FEET TO THE POINT OF BEGINNING. PARCEL CONT 30.71 AC

Tax Parcel No. CD-582-X

EXHIBIT B
TO
CONSERVATION EASEMENT

PROPERTY MAP

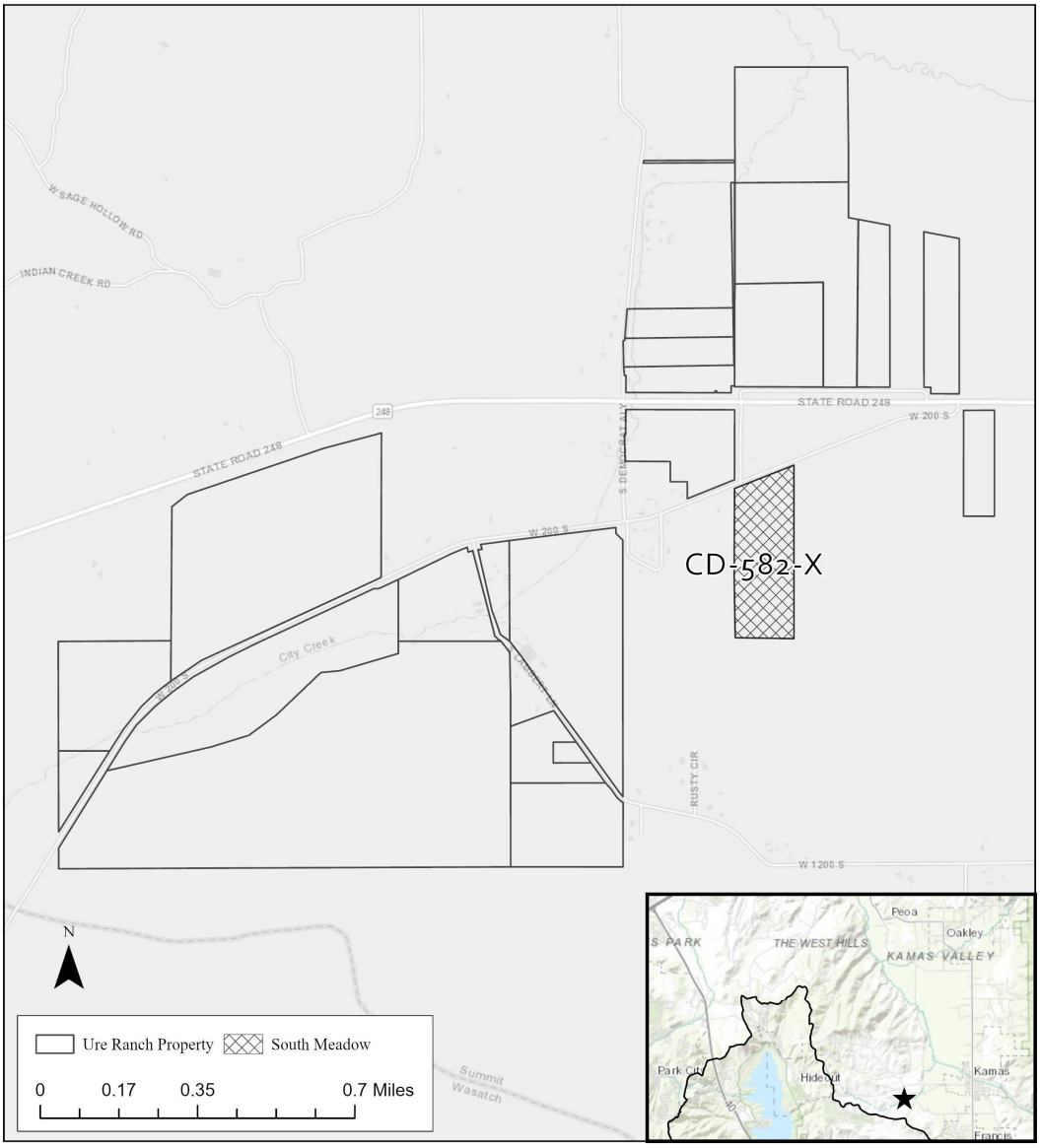


EXHIBIT C
TO
CONSERVATION EASEMENT

PERMITTED AND RESTRICTED USES AND PRACTICES

Any activities inconsistent with the purposes of this Easement are prohibited. The Property shall not be used for residential or commercial purposes except as permitted in this **Exhibit C**. Industrial uses are not permitted. The uses set forth in this **Exhibit C** detail specific activities that are permitted and prohibited under this Easement. The uses set forth in this **Exhibit C** are also intended to provide guidance in determining the consistency of other activities with the Conservation Purposes. Notwithstanding the uses set forth in this **Exhibit C** and notwithstanding any provision of this Easement to the contrary, in no event will any of the permitted uses of the Property (whether set forth in this **Exhibit C** or elsewhere in this Easement) be conducted in a manner or to an extent that diminishes or impairs the Conservation Values or that otherwise violates this Easement.

1) MANAGEMENT. The Property shall be managed by the Grantor according to best practices for natural and undeveloped land with agricultural or recreational uses. The Property shall not be used for any purpose inconsistent with it being maintained as open land for these purposes. Residential and industrial uses are prohibited.

2) AGRICULTURE. Grantor retains the right to use the Property for private and commercial agricultural production and livestock grazing and to permit others to use the Property for such purposes. As used herein, "**Agricultural Production**" shall mean the production, processing, and storage of crops. For purposes hereof, crops include, but are not limited to: (a) grass and alfalfa; (b) field crops, including corn, wheat, oats, rye, barley, hay, potatoes, cotton, tobacco, herbs and dry beans; (c) vegetables, including lettuce, tomatoes, snap beans, cabbage, carrots, beets, onions, mushrooms, and soybeans; and (d) horticultural specialties that do not remove or harm the soils. As used herein "**Livestock**" shall mean, without limitation, horses, cattle, bison, sheep, goats, llamas, and alpacas. Livestock may be fed on the Property as is customary in other similar farm and ranch operations in Summit County. Feedlots for the winter feeding of livestock raised on the Property year-round are permitted, but commercial feedlots for intense animal feeding are prohibited. Other permitted agricultural uses include, without limitation, bee-keeping for the production of honey. Livestock stocking rates shall be consistent with the recommendations of the Utah Department of Agriculture and Food, and grazing practices shall be managed in accordance with recognized principles of sustainable rangeland management.

3) CHEMICAL AND BIOLOGICAL CONTROLS. In accordance with all applicable federal, state and local laws and regulations, Grantor has the right to use agrichemicals and biological controls on the Property as necessary to control noxious weeds, pests, and for mosquito abatement. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed, pest and mosquito abatement objectives. The

use of such agents shall be conducted in a manner to minimize adverse effects on the natural values of the Property and to avoid any impairment of the natural ecosystems and processes.

4) WATER RESOURCES. Existing surface and sub-surface water resources and facilities including ditches, drainage improvements, springs, pipes, ponds and troughs, as identified in the Baseline, may be maintained and improved, but new water resources and facilities may be constructed only upon prior written approval of the Grantee, which will not be unreasonably withheld.

5) AGRICULTURAL STRUCTURES. Subject to the impervious surfaces limitation as hereafter described and upon prior written notice to Grantee, Grantor may construct temporary or permanent agricultural structures such as shelters for livestock, equipment storage or greenhouses. Residential structures or commercial structures not directly related to agricultural uses are prohibited. Impervious surfaces will not exceed twenty-five percent (25%) of the Property, or approximately seven (7) acres. "Impervious surfaces" are defined as material that does not allow water to percolate into the soil on the Property; including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with superior rights to those rights conveyed to Grantee by this Easement.

6) FENCING. Owner may construct and maintain fences and corrals on the Property for agricultural purposes or for the protection of Property or wildlife resources without prior notice to the Grantee. Fences shall be constructed of wire or wood split-rail, or of a design, construction material and color to minimize visual impacts and shall be consistent with Utah Department of Natural Resources Division of Wildlife's wildlife friendly fencing best practices.

7) ROADS. New roads may be constructed only if approved in advance by the Grantee, and necessary to carry out agricultural operations or other allowed uses on the Property. Maintenance of existing roads as documented in the Baseline is allowed, however existing roads may not be widened or improved unless approved in advance by Grantee, and necessary to carry out the agricultural uses or other allowed uses on the Property.

8) RECREATIONAL USES. The Property may be used for non-motorized recreational activities including, but not limited to hiking, biking, snowshoeing, Nordic, equestrian, organized sports, public gatherings, and picnics.

9) PUBLIC ACCESS, RECREATION, AND TRAILS. The Property may be used for public outdoor recreation, trails, courts, fields, and supporting recreational assemblies may be built to accommodate such Recreational Uses.

10) RECREATIONAL AMENITIES. Structures for the public enjoyment of the Property are allowed, including but not limited to recreation fields and courts, sign kiosks, benches, picnic tables, gazebos, pergolas, bike maintenance stations, trash receptacles, barbeque grills, parking/trailheads, shelters or huts, wooden or other material trail features, maintenance structures, restrooms, and other related trail and/or recreational amenities as needed to support intended Recreational Uses.

11) CULTURAL RESOURCES. In accordance with Utah Code Title 9, Chapter 8a, Part 3 and Utah Administrative Code R652-60, the property shall be maintained in a manner that protects and preserves all prehistoric cultural resources and artifacts. This includes compliance with the requirements for archaeological surveys, permitting, and consultation with the State Historic Preservation Office (SHPO). All undertakings on this property will take into account the potential effects on any site, structure, or object that is included in or eligible for inclusion in the State or National Register of Historic Places. Grantor shall locate trails and recreational amenities to maintain and protect the known locations (as documented in the Baseline) of cultural artifacts and features. The parties acknowledge that lithic artifacts from stone tool makers, dispersed throughout the Property and in varying locations due to earth movement from natural causes, may be disturbed in the course of new construction. Any future discovery of archeological artifacts or features that differ from the lithic artifacts commonly found on the Property will be considered by the Grantee and Grantor for protection, either in-situ or relocated, with a view to ensuring their integrity for present and future generations.

12) COMMERCIAL USES. Industrial or commercial activities on the Property are prohibited except for the following: (i) agricultural production and related uses in accordance with the terms and conditions of this Conservation Easement; (ii) temporary or seasonal outdoor activities, uses, or events that do not harm the Conservation Values; (iv) commercial enterprises related to agriculture including but not limited to agritourism, processing, packaging, and marketing of farm products.

13) GATHERINGS OF PEOPLE AND EVENTS. Public gatherings and events are allowed, including but not limited to organized hikes, organized trail races, public and private gatherings, and education events. Temporary uses and facilities incidental to the event are permitted such as, but not limited to, water and waste stations, potable restrooms, bleachers, staging areas, and shade tents.

14) HABITAT RESTORATION ACTIVITIES. Activities to restore or enhance native plant communities or terrestrial and aquatic wildlife habitat are permitted, provided such activities are consistent with the Conservation Values, purposes of this Easement, and any stewardship plans that exist from time to time.

15) SIGNS AND BILLBOARDS. Billboards to advertise goods, services, events or causes unrelated to the Property are prohibited. Grantor may install signs related to activities or events conducted on the Property, or to advertise activities occurring on the Property. Signs to sell or lease the Property are permitted. Grantee and Grantor may install signs to indicate that the Property is protected by a Conservation Easement held by the Grantee.

16) FIRE SUPPRESSION. Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property. Potential means to reduce or remove high risk fuel loads include, but are not be limited to: mechanized methods; biological controls, including short-duration grazing; slash, pile and burn; and controlled burns**.** If Grantor determines that an area exceeding five (5) acres must be cleared to reduce the risk of fire, it will notify the Grantee of such action immediately following such clearing.

17) USE OR TRANSFER OF DEVELOPMENT RIGHTS. Except as specifically permitted by this **Exhibit C**, the exercise of any Development Rights associated with the Property is prohibited, including, without limitation, the construction or placement of any residential or other buildings, roads or vehicle trails, golf courses, camping accommodations, bridges, mobile homes, house-trailers, permanent tent facilities, Quonset huts or similar structures, underground tanks, or billboards, signs, or other advertising, and/or other structures or improvements, street lights, utility structures or lines, overhead power transmission lines, sewer systems or lines. Except as allowed under this **Exhibit C**, all Development Rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property are terminated and extinguished and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described or to any other property adjacent or otherwise nor used for the purpose of calculating permissible lot yield of the Property or any other property.

18) NO SUBDIVISION. The Property may be granted, sold, exchanged, devised, gifted, transferred or otherwise conveyed in unified title as one parcel only. Subdivision, partition or creation of other parcels or lots whether by lot division, condominium, time share or other manner of ownership which creates discrete parcels or separate ownership or control of portions of the Property shall be prohibited.

19) NO HAZARDOUS MATERIALS. Use, dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge, unsightly or toxic materials, or Hazardous Materials is prohibited, except that fertilizers and herbicides permitted under **Exhibit C** may be used and stored on the Property, provided that all such use and storage is in compliance with applicable health, safety, and Environmental Laws and regulations and further provided that all such use and storage does not diminish or impair the Conservation Values.

20) DUMPING, WASTE, VEHICLES, EQUIPMENT AND STORAGE. Accumulation or dumping of trash, refuse, sewage, junk or toxic materials is not allowed on the Property. This restriction will not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products, or agricultural byproducts on the Property, or the temporary storage of trash or waste generated in the normal course of permitted activities.

21) OFF ROAD VEHICLE USE. Use of off road vehicles, including but not limited to all-terrain vehicles, utility vehicles, and snowmobiles, as reasonably necessary for uses permitted by this **Exhibit C**, are permitted. Public recreational use of such off-road vehicles is prohibited. The creation of a dirt-bike or moto-cross track is also prohibited.

17) UTILITIES. The installation of underground (i.e., buried) utilities, including the grant of associated rights-of-way for the same, is permitted. The installation of above ground utilities is prohibited. Utilities to serve agricultural buildings or structures are permitted.

18) HUNTING AND TRAPPING. Hunting and/or trapping on the Property is permitted, in compliance with applicable laws and regulations. Grantor, at its sole discretion, may post the Property with signs stating that hunting and/or trapping is permitted or prohibited

on the Property and/or may regulate such use as determine necessary to protect the Conservation Values.

19) ALTERATION OF NATURAL WATER COURSES. Manipulation or alteration by Grantor of any natural water course, wetland, stream bank, shoreline, vernal pool or body of water existing on the Property shall be in accordance with federal, state and local government laws and regulations and requirements, including but not limited to permitting requirements of the Utah Division of Water Rights, Utah Division of Natural Resources and the United States Army Corps. of Engineers.

20) SURFACE AND SUBSURFACE MINERAL EXPLORATION AND EXTRACTION. Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of the Easement or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method from the Property is prohibited. If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this Easement is executed, and their interests have not been subordinated to this Easement, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph. Any mineral leases or other conveyances of minerals entered into or renewed after the date of this Easement are subordinate to the terms of this Easement and must incorporate by reference this Easement.

21) PUBLIC ACCESS TRAILS. Grantor may allow for the construction of trails for public outdoor recreational activities such as hiking, biking and equestrian uses.

22) COMMUNITY USES. Grantor may allow the Property to be used for community purposes such as support for emergency and wildfire defense services. Temporary overnight camping, equipment staging and the use of helicopters and vehicles for community purposes consistent with this section is allowed.

23) INCONSISTENT OR ADVERSE ACTIONS. Any action or practice that is inconsistent with the Conservation Purposes or that diminishes or impairs the Conservation Values is strictly prohibited.

Ure South Meadow Conservation Easement

Conservation Easement Baseline Documentation



October 2025

Summit Land Conservancy
(435) 649-9884

PO Box 1775 Park City, UT 84060
www.wesaveland.org

Table of Contents

Exhibit 1 Acknowledgement of Property Condition

Exhibit 2 Executive Summary

Exhibit 3 Property Information

Exhibit 4 Board Approval of Property Transaction

Exhibit 5 Project Selection Criteria and Public Benefit

Exhibit 6 Transaction, Legal, and Professional Review

Exhibit 7 Physical Features

Exhibit 8 Summary or Conservation Resources

Exhibit 9 Appendices

A. Baseline Maps and Photographs
B. Zoning Map and Code for Eastern Summit County
C. Local Management Plans and Support
D. Title Report and Analysis
E. NRCS Custom Soil Report and Ecological Site Report
F. UDWR Wildlife Habitat Analysis Tool Report
G. Environmental Inspection Report (redacted)
H. Mineral Remoteness Report
I. West Water Memorandum (redacted)
J. Aquatic Resources Report (redacted)
K. Community Input
L. ALTA/NSPS Survey (redacted)
M. Acknowledgement of Baseline Conditions to Date

Exhibit 1: *Acknowledgement of Property Condition*

Summit Land Conservancy
ACKNOWLEDGEMENT OF PROPERTY CONDITION

The undersigned accepts and acknowledges that this Baseline Documentation is an accurate representation of the Property at the time the Conservation Easement was transferred to the Grantee.

Property Name: Ure South Meadow

Landowner:
SUMMIT COUNTY

_____
By: Shayne Scott
Title: County Manager
Date: _____

Approved as to form:

_____
By: David L. Thomas
Title: Chief Civil Deputy

Easement Grantee:

Summit Land Conservancy

_____
Cheryl Fox, Chief Executive Officer

Date: _____

Exhibit 2: *Executive Summary*

This report contains the agreements, maps, reports, photographs, and other documentation (hereinafter referred to as the ("Baseline Documentation") pertaining to the conservation easement (the "Conservation Easement") of Ure South Meadows (the "Property") held by Summit Land Conservancy (the "Conservancy").

Purpose of this Baseline Document:
The purpose of this Baseline is to document the current use and condition of the Property to be placed under Conservation Easement and to document any special circumstances, conditions, or occurrences that could affect the future condition or use of the land.

Summary of inventory procedures:
The baseline documentation was prepared during the months of September 2025 through October 2025. Photo documentation was taken during visits by Lauren Page. The land use and history of the Property was gathered from the Landowner communications. Narrative Descriptions were written by Lauren Page, Dominic Snyder, and Kate Sattelmeier.

The information shown on baseline maps is compiled from numerous sources and created by Conservancy staff using Geographic Information Systems (GIS). The maps show an estimated boundary of the easement property and are not guaranteed to display exact accuracy. The recorded legal description of the Property is the controlling property boundary and said boundary is described in the title commitment. Therefore, each individual user of these maps is responsible for determining the suitability for their own intended purpose.

External Resources:
Title Commitment from First American Title, Automated Geographic Reference Center (UTAH AGRC), Summit County GIS website, Eastern Summit County General Plans, Kamas City General Plan, Weber River Watershed Plan, soil report from the USDA Web Soil Survey, Wildlife Habitat Analysis Tool report was generated from the Utah DWR, a Phase I Environmental Site Assessment from Wasatch Environmental, Inc., a water balance report from WestWater Research, LLC, and an aquatic resources report from BIO-WEST, Inc., and a ALTA/NSPS Survey from Summit Engineering Group Inc.

Name and qualifications of preparers and data collectors:

Kate Sattelmeier is the Conservancy's VP of Conservation and Counsel. Ms. Sattelmeier graduated from the University of Tasmania, Australia with a combined Bachelor of Arts/Laws degree. She attended the University of Utah and was admitted to the Utah State Bar in 2001. She has extensive expertise in real estate law, including commercial real estate development, homeowner associations, residential land transactions, real estate financing, and land use issues. Kate joined the Summit Land Conservancy in 2010. As VP of Conservation and Counsel, Kate manages the stewardship of existing conservation easement properties and new property acquisitions. She has worked extensively to raise local government, state & federal funds for acquisitions and is a member of the Land Trust Alliance - NRCS Agricultural Land Easement working group. Kate is also the Mountains and Plains representative for the Terrafirma Members

Committee, a group that provides insurance services to Land Trust Alliance members to address stewardship challenges.

Dominic Snyder is a Conservation Specialist. Dominic assists with funding procurement, landowner outreach, and general conservation duties. Dominic joined the Summit Land Conservancy in 2023 and received a B.S. in Biology with Environmental Emphasis from the University of Utah.

Lauren Page is a Conservation Specialist for the Conservancy, focusing on GIS mapping, conservation easement documentation, and land acquisition projects. She leads the Conservancy's mapping and spatial analysis efforts. Lauren graduated from the University of Utah with a B.S. in Environmental & Sustainability Studies and minors in Earth Science and Geography.

Easement Summary:
The following summary is provided to convey an initial understanding of the easement and rights granted through it to both parties. References should be made to the complete copy of the Conservation Easement for a full understanding of its terms and conditions. A copy of the complete, executed, and recorded Conservation Easement is kept with this Baseline Document in the Summit Land Conservancy's offices, and as a recorded document available through Summit County's website.

Purpose:
The primary purpose of this Easement is to protect the Conservation Values associated with the Property. No activity which shall significantly impair the Conservation Values shall be permitted unless otherwise allowed under this Easement.

Conservation Values:
The Conservation Values and purposes intended to be preserved and protected for the public benefit under this Easement include agricultural use and future viability, agricultural uses, open space, scenic values, wildlife, recreation, aquatic resources, and water quality.The Conservation Values are more fully described in the Baseline. In particular, the Property is:

1. Open Space Farmland. The Property is agricultural land, partially irrigated and classified by the Natural Resources Conservation Service (NRCS) as "farmland of statewide importance". It consists of a soil series unique to the Kamas Valley, namely Kovich-Toddspan loams. The Kovich-Toddspan series is poorly drained, allowing for the development of deep hydric soils, which are characteristic of wetland habitats and provide unique anaerobic conditions for wetland plants. The Property is open space that yields a significant public benefit as it is used for the scenic enjoyment of the general public, and such use is supported by clearly delineated government policies, in particular:

    a. Scenic Enjoyment: The Property is open farmland that forms part of the scenic viewshed and open land buffer around the town of Kamas. It is visible from

Highway 248 and W. 200 South, and offers a view of an open agricultural field, adjacent to other open agricultural lands.

b. Kamas City General Plan. The Property is adjacent to Kamas and forms an open land buffer around the city limits. The first policy goal of the Kamas City General Plan is to be a beautiful, organized rural community based on its distinct history of agriculture, open space, and recreation. Specific needs identified by the General Plan include historic preservation, dedicated open space including a "green buffer," new water sources, and pollution control. Protecting the open space farmland on this Property is in line with those goals.

c. Eastern Summit County General Plan: The Eastern Summit County General Plan acknowledges the historic rural and agricultural character of Eastern Summit County and through the Eastern Summit County Agriculture Preservation and Open Space Advisory Committee ("ESAP") aims to facilitate the acquisition of conservation easements and/or restrictions to preserve agricultural lands and open space. The Property meets ESAP criteria for protection.

d. Summit County Open Space Advisory Committee Criteria: Summit County has Open Space Bond funds available for the protection of qualified open lands, important to the people of Summit County. The Open Space Advisory Committee ("OSAC") has identified regions and natural resources that qualify for funding and protection. The Easement purchase is made with OSAC funding contributions as its protection meets key "South Summit" funding criteria for (i) the protection of a watershed and wetlands and the use of water on agricultural lands, (ii) agricultural heritage, and (iii) the mitigation of urban sprawl to agricultural lands.

2. Natural Wildlife Habitat: The Property is relatively natural wildlife habitat for big-game species including elk and mule deer that utilize the Property, particularly in the winter given the Property's low elevation and productive vegetation. It also serves as prime habitat for migratory waterfowl and shorebirds like Sandhill cranes that forage and nest in the wet meadows during spring and summer. The Property is part of a network of critical migratory stops for Sandhill cranes in the Pacific and Central flyways and the elimination of agricultural fields is known to be the main threat to Sandhill cranes in Utah. Accordingly, this Easement protects a relatively natural wildlife habitat.

3. Water Quality: Preservation of the Property as agricultural land will prevent development and associated storm-water runoff that would increase nutrient and sediment into tributaries of the Weber River. Maintaining the Property as open and irrigated land benefits proximate agricultural lands and wetlands within the Kamas Meadows. The protection of agricultural lands within the Kamas Meadows has been identified as an important measure for water resource protection as described in the following plans and policies:

a. Weber River Watershed Plan: The Weber River Watershed Plan aims to address growing water use demands and declining water availability and quality in the Weber River Watershed. The conservation of water supply, important fish species, and important ecological systems that provide aquatic and terrestrial habitats are identified as key conservation goals. The plan recognizes that strategies such as smart growth, preservation of farmlands, and enhanced storm water management are integral to meeting conservation goals. The preservation of farmlands directly contributes to these conservation goals by preventing development that would lead to increased water usage (reduced instream flow), storm water discharge into the watershed, and the disruption of the natural surface and groundwater system.

b. Utah State Technical Committee Designation: The United States Department of Agriculture has determined the Kamas Meadows to be grassland of special environmental significance pursuant to 7 CFR Section 1468.3 as the Kamas Meadows lands provide protection of a highly sensitive natural resource as identified by the Utah State Technical Committee. Water resources and soils preserve a carbon sink and protect water flow to the Great Salt Lake, which is at risk in the new climate regime expected for Utah. Said designation was established by the Utah State Technical Committee on August 11, 2023.

Property Owner: Summit County

Landowner Contact Information:
Name: Summit County, Lands and Natural Resources Department
Address: 60 N. Main Street, P.O. Box 128, Coalville, UT 84017
Phone: 435-336-3200

Ingress / Egress Longitude and Latitude:
Latitude: 40.637496
Longitude: -111.308810

Parcel Numbers: CD-582-X

Acreage: 30.71

Property Legal Description:
The Land referred to herein below is situated in the County of Summit, State of Utah, and is described as follows:

Beginning at the center of Section 19, Township 2 South, Range 6 East, Salt Lake Base and Meridian; thence North 00°16'57" West 1768.95 feet; thence North 68°00'16" East 753.88 feet; thence South 00°17'56" East 2049.51 feet; thence South 89°51'10" West 700.98 feet to the Point of Beginning.

Location Map:

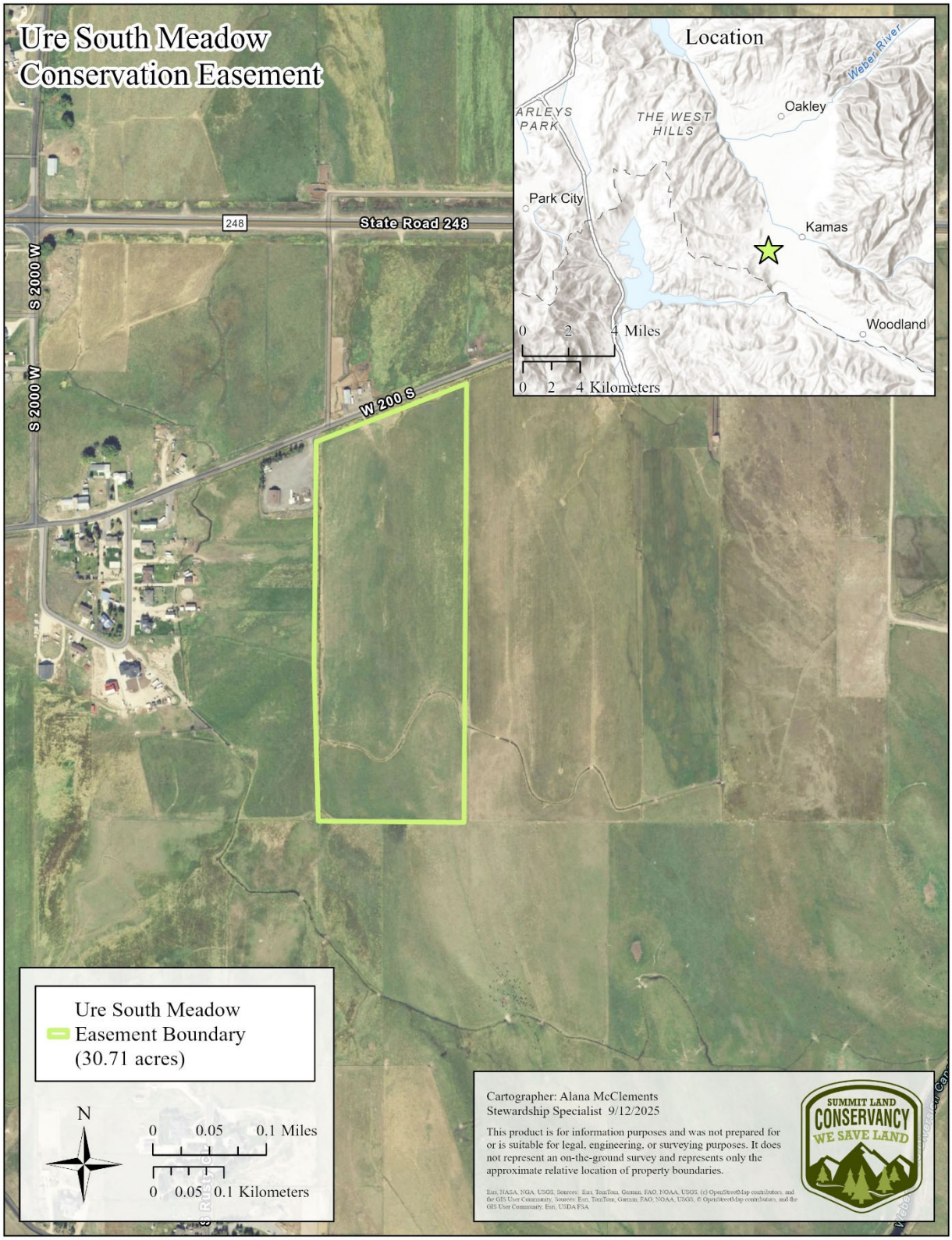


Exhibit 3: *Property Information*

A. Agricultural Land Use

Past

The Ure Ranch began in 1892 when James Ure filed for 160 acres under the Homestead Act in Kamas Valley, including the area around Lambert Lane where the milk barn and farm buildings still stand. In its early years (1890s–1940s), the ranch supported mixed farming, including poultry for supplemental income, while small-scale dairy operations struggled to be profitable, and family members often worked off-farm jobs to sustain operations. After 1944, the ranch expanded its dairy herd, became a significant player in Utah's dairy industry, and grew the ranch footprint to the current 834-acres with hayfields, grazing lands, and upland hills, most of the current farm structures dating from this period. For over 130 years, the Ure family maintained dairy and cattle operations, later focusing on beef production, reflecting the evolution of working lands in Summit County and balancing livestock, hay production, and rural living. The ranch remained family-operated until 2023, when Summit County entered an agreement to purchase it for conservation and open space, ensuring historic structures and landscapes will be preserved to honor the Ure family's agricultural legacy.

Present

This section of the Ure Ranch operates on land totaling approximately 30 acres of pastureland just west of Kamas, Utah. The Summit Land Conservancy and the landowners, in partnership with Summit County, are interested in placing all those acres into conservation easement. The whole property is used as grazing grounds for ~40 cattle, which are rotated onto the property based on seasonal forage. The property is easily accessible from UT-248 and W 200 S, where there are gates that allow access to the property.

The property is crossed by a major irrigation ditch on the southern portion which flows along the western boundary, with the flow being controlled by sluice gates. Cattle grazing occurs from June-October, and cattle are allowed to graze on leftover hay after it is harvested.

Future

The Property has been acquired by Summit County along with other proximate lands owned by the Ure family. Pursuant to the sales agreement with the County, the Ure family will continue to lease the property for grazing for a period of one year. The lessee intends to continue with the same grazing practices as the previous year. Thereafter, the county may lease or sell the Property to a responsible agricultural producer who will manage it in a way that safeguards the conservation values, keeps the Property functioning, and provides economic opportunities or the County may retain ownership for recreational uses. The continued agricultural and/or recreational use of the Property is a key component of the conservation easement and the Property's value as long-time open lands within the Kamas Valley.

B. Geographic Setting

Geographic Location and Access

The Ure South Meadow is in Summit County, near the town of Kamas, Utah. The Property is adjacent to UT-248 and is accessible via W 200 S, which runs along the north boundaries of the parcels.

Zoning

The property is 30.71 acres and is zoned AG-10. Base density allows for 3 single family units. This easement will extinguish all development rights.

Local Management Plans

Local management plans and policies support the permanent protection of the Property (Refer to Appendix C):

Kamas City General Plan. The Property is adjacent to Kamas and forms an open land buffer around the city limits. The first policy goal of the Kamas City General Plan is to be a beautiful, organized rural community based on its distinct history of agriculture, open space, and recreation. Specific needs identified by the General Plan include historic preservation, dedicated open space including a "green buffer," new water sources, and pollution control. Protecting the open space farmland on this Property is in line with those goals.

Eastern Summit County General Plan: The Eastern Summit County General Plan acknowledges the historic rural and agricultural character of Eastern Summit County and through the Eastern Summit County Agriculture Preservation and Open Space Advisory Committee ("ESAP") aims to facilitate the acquisition of conservation easements and/or restrictions to preserve agricultural lands and open space. The Property meets ESAP criteria for protection.

Summit County Open Space Advisory Committee Criteria: The criteria for use of the $50 million open space bond supports the protection of the property within the South Summit region, particularly with regard to wetland protection.

Weber River Watershed Plan: The Weber River Watershed Plan aims to address growing water use demands and declining water availability and quality in the Weber Watershed. The conservation of water supply, important fish species, and important ecological systems that provide aquatic and terrestrial habitats are identified as key conservation goals. The plan recognizes that strategies such as smart growth, preservation of farmlands and enhanced storm water management are integral to meeting conservation goals. The preservation of farmlands directly contributes to these conservation goals by preventing development that would lead to increased water usage (reduced instream flow), storm water discharge into the watershed and the disruption of the natural surface and groundwater system.

Adjacent Land Use

Nearby properties are agricultural grazing properties, which are standard in the Kamas Valley. Adjacent to the agricultural parcels are some single-family homes, and nearby parcels have been rezoned for housing and commercial development.

C. Threats to Conservation Values

Residential Development

Summit County population is growing at an average of 1.5% from 2011-2021, with much of the growth occurring in areas in and around Park City, UT. Although the overall density of the county is lower than the state average, and much of its land is locked up in public national forest, as availability of housing declines in the more urban locations, development pressure is spreading to rural towns such as Kamas and Francis. They are experiencing an increase in development proposals, with three already approved close to Francis. Many high-value homes are being built in the farming communities throughout Summit County, which challenges both the integrity of the agricultural land and waterways, along with the traditional way of life that has characterized Summit County.

Water Source Disruption

Nearby construction is a considerable threat to the Ure South Meadow and other properties within the Kamas Meadows. Changes to wetland soil on these properties may have negative impacts on water transmissivity and aquifer recharge, leading to a decline in the wetland habitat across the Kamas Meadows. Preservation of key wetland parcels is key for continued natural water filtration and recharge, and would impact downstream users along the Weber River.

Invasive (Noxious Weed) Species

Invasive plant species are a problem in Summit County, as they pose a threat to native and agricultural ecosystems. Control through herbicides, grazing, and other techniques is crucial to minimize the effects of invasive species spread.

Wildlife Depredation

The Kamas Valley is a crucial summer and winter habitat for many big game species, as well as an important habitat for waterfowl. The increased development in the valley is a threat to this wetland habitat, and it is of utmost importance to protect these lands for migratory corridors.

Trespassing

The Property is easily accessible from public roads but offers limited recreational opportunities (there are no trails, streams for fishing or places suitable for camping). Although the Property is adjacent to public roads and there is a risk of littering and trespassing, the Property is highly visible and has not often seen unauthorized access.

Exhibit 4*: Board Approval of Property Transaction*

Summit Land Conservancy
Board Resolution

Authorizing Ure South Meadow Conservation Easement

WHEREAS, the Summit Land Conservancy exists to protect lands and waters that are important to our communities, and;

WHEREAS, the Ure South Meadow property meets the Conservancy's Project Feasibility Criteria, and;

WHEREAS, the Summit Land Conservancy, in collaboration with Summit County, has agreed to pursue the permanent conservation of 30 acres and appurtenant water rights currently owned by the Ure family and subject to an option to purchase with Summit County, and;

WHEREAS, the Board of Directors has reviewed a summary of the project and has discussed the project at a scheduled meeting of the Board, and;

WHEREAS, the public benefit of this conservation project includes conserving the following conservation values in perpetuity: Public recreation, water quality, wildlife habitat, scenic viewshed corridor, natural open space.

NOW, THEREFORE, BE IT:

RESOLVED that the Board of Directors hereby authorizes the Summit Land Conservancy staff to proceed with the transaction, including entering into a letter of intent, grant applications (including NRCS applications), contracts, grant agreements, warranty deeds and/or conservation easements. Furthermore, staff is authorized to release organizational resources for staff time, transaction costs, and other expenses necessary to ensure that the project is completed in accordance with the Land Trust Alliance's Standards and Practices as adopted by the Summit Land Conservancy.

Approved by the Board of Directors at its scheduled meeting on September 18, 2025.

Cheryl Fox
Chief Executive Officer

Summit Land Conservancy Board Resolution - Ure South Meadow September 18, 2025

Exhibit 5: *Project Selection Criteria and Public Benefit*

Project Feasibility Criteria

Project Name: Ure South Meadow

Location: Kamas, UT - Summit County

Acres in project: 10

GUIDELINES

The Summit Land Conservancy's Board of Directors has established the following guidelines for all conservation transactions. Staff will evaluate all potential transactions using these criteria. Projects that meet most of these criteria will be presented to the Board along with a project summary form for the Board's discussion and approval. The Board of Directors will evaluate and approve or deny each project based on its own merits after careful investigation of the property, the natural resources, potential conservation values, and its public benefits.

Mandatory Criteria: Staff will only present the Board with projects that:

- fulfill the Summit Land Conservancy's mission,
- provide clear public benefit,
- are within our capacity to complete - including raising dedicated stewardship funds,
- are located in the Wasatch Back area of Northern Utah,
- support local governmental land use plans,
- are of sufficient size that the conservation resources are likely to remain intact, even if adjacent properties are developed, and
- contain one or more of the conservation values described in IRS Code Section 170(h)(4)(A)

CRITERIA: a property must also provide one or more of these public benefits:

1. Provides public recreational access or trails, or the potential for recreation and trails. No.
2. Can be seen from public view spots and contributes to the open and uncluttered nature of the community view shed. Yes, the property can be seen from W SR 248 when driving towards the heart of downtown Kamas.
3. Contains *critical* wildlife habitat (endangered, threatened, or rare species), aquatic habitat, migration corridors or threatened natural communities. None known, but the property is utilized by many migrating species.
4. Contains relatively natural wildlife habitat ecosystems, and/or may provide a migration corridor for large game. Yes, it contains crucial habitat for mule deer and provides habitat for many migratory avian species.
5. Offers significant visual relief from urban closeness, provides a buffer between developed areas and/or helps define a community boundary. Yes, it would

continue to provide relief from the encroachment of development in the Kamas Valley.

6. Has water sources or hillsides important to the watershed, and preservation or enhancement will maintain or improve water quality. Yes. The property's soil is connected to the larger wetland and watershed system in Kamas Valley.
7. Has historic or archaeological value or is adjacent to and a buffer for such lands. Yes.
8. Is adjacent to already protected land. Yes, it is a part of the larger Ure Ranch project with Summit County and is south of the Ure Ranch Phase I active project that is 185 across from the property on the north side of SR248 and is adjacent to the Ure Southeast Meadow parcels.
9. Provides opportunities to mitigate the effects of climate change, such as refugia for wildlife or carbon sequestration. Yes, the property provides migration corridors for animals throughout the seasons.
10. Staff have reviewed the transaction to ensure that there is no impermissible private benefit or impermissible private inurement. Yes.

Total Positive Criteria: 8 of 10

Additional Public Benefits (if any)

Adverse Criteria

A property may meet the selection criteria favoring a land protection proposal and still may not be accepted if:

- the proposed open space is part of a development proposal which, overall, is likely to have significant adverse impacts on conservation resources,
- the landowner and Conservancy cannot agree on provisions in the easement,
- the property is found to be irreparably contaminated,
- the project is part of a syndicated transaction,
- ethical or public image problems exist in association with the acceptance of this project.

None

Exhibit 6: *Transaction, Legal, and Professional Review*

A. Transaction Information and Background

The Property is part of an ~850-acre land holding owned by members of the Ure family since the family moved to the Kamas Valley in 1892. Some family members are retaining ownership of their homesite on Lambert Lane, and the balance of the Ure land has been for sale in recent years. Summit County entered into an Option Agreement for purchase of 834.897 acres in March of 2023. Funds for the acquisition were to come from the County open space bond agreed to by Summit County voters in 2021, and from other funding sources available for the protection of open lands. The Conservancy achieved funding for a 185 acre portion of the ranch north of Hwy 248 (the "North Meadow") through the NRCS Agricultural Land Easement program and the NRCS designated the Kamas Meadows as containing grassland of special environmental significance that provide protection of a highly sensitive natural resources. Said designation was established by the Utah State Technical Committee on August 11, 2023. (Refer to the letter in Appendix C.)

Summit County conducted several community open houses to allow public input on the whole 834 acres of the Ure land, discussing several options for the space including public recreation, agriculture operations, community housing, educational opportunities, and open space. The community was strongly against any community housing or development of any kind, with majority of input stating that the land should remain as open space and in agriculture (see Appendix K for details).

B. Title Encumbrances

A copy of the title commitment and an analysis and summary of the title encumbrances is attached as Appendix D.

C. Water Quality and Resources

The Property is irrigated through seepage from adjacent ditches from properties to the south, seepage from the ditches on the parcel, and the wetland areas on the north section of the parcel. The Kamas Meadows are connected to the Weber River at the north of the valley, which flows to the Great Salt Lake. Protecting this valley, which has been designated of special significance by the Utah State Technical Committee of the United States Department of Agriculture, is of upmost importance to sustain clean water in the watershed. The USDA letter regarding the Kamas Meadows designation is attached as Appendix C.

This property benefits enormously from off property irrigation, and it was recommended in a report made by WestWater Research to submit change applications to transfer water rights to directly serve this Property. The reason this change is suggested is due to current water rights being insufficient for the amount of hay and grazing occurring on the Property. The full WestWater report can be found in Appendix I.

D. Mineral Estate

Refer to the mineral ownership report in Appendix H.

E. Survey
Summit County obtained an ALTA survey of the entire 834 acre property. Details of the 30 acre portion can be found in Appendix L.

F. Environmental Site Assessment
Summit County ordered a Phase I Environmental Site Assessment for the property. See Appendix G for each of this report.

G. Legal Review
All relevant legal documentation, including the easement deed itself, has been drafted or reviewed by Kate Sattelmeier, the VP of Conservation and Counsel for the Summit Land Conservancy. Summit County's Chief Civil Deputy, David Thomas, also reviewed the conservation easement and relevant legal documents.

Exhibit 7: *Physical Features*

A. Hydrology

Watershed:

The property is within the Weber River Watershed, more specifically the Upper Weber River Watershed. The entire Weber River Watershed drains 2,400 square miles of mountain topography and spans from the western slopes of the Uinta Mountains, over the Watasch Mountains, and to the shores of the Great Salt Lake. The headwaters of the Weber River begin at the base of the Uinta Mountains and flow through multiple valleys before reaching the Great Salt Lake.

Irrigation Canals and Ditches:

There is a primary irrigation ditch that runs along the west border of the property. This ditch has sluice gates to control and regulate the water flow onto the property. There is an additional large irrigation ditch that passes through the southern section of the property. Other small ditches run along the remaining south, east, and north borders with a small ditch extending from the north border southward.

Wetlands and Floodplain:

Some of the property contains freshwater emergent wetlands, which stay saturated for most of the summer and into the fall. These wetlands are marked in the wetland delination maps seen in Appendix J - Ure Properties Aquatic Resources Report.

B. Soil Composition

Soil surveys are conducted to provide information about the soils, landscapes, general patterns of drainage, and kinds of bedrock that exist in a specific area. A soil survey was taken of the Property subject to Conservation Easement using Natural Resource Conservation Service (NRCS) data. The survey determined that the entirety of the property is comprised of the Kovich-Toddspan Loams, which is classified as farmland of statewide importance. Refer to Appendix E for more information.

C. Geology

The entirety of the property's geologic setting is Alluvium deposits from the Holocene to the Pleistocene. It is described as boulder to pebble gravel, sand, silt, and clay deposited in channels and flood plains of streams. Thickness as much as 3 m.

D. Flora and Vegetation

The majority of the property is in the *Interzonal Wet Fresh Meadow (sedge) Ecological Zone.*

These ecological sites are dominated by Meadow sedge (*Carex praticola*), and tufted hairgrass (*Deschampsia cespitosa*). Other plant that may have been present included Kentucky bluegrass (*Poa pratensis*), Baltic rush (*Juncus balticus*), field sedge (*Carex praegdracilis*), Timothy (*Phleum pratense*), creeping bentgrass (*Agrostis stolonifera*), dropseed (*Sporobulus spp*.), red clover (*Trifolium pratense*), white clover (*Trifolium repens*), ragweed (*Ambrosia spp*.), Canada thistle (*Cirsium arvense*), and weeping willow (*Salix spp*.).

The USGS categorizes this ecoregion as “unforested Mountain Valleys” which are affected by cold temperatures, have short growing seasons, and contains terraces, flood plains, alluvial fans, and hills.

E. Wildlife

The property is in the Kamas Valley which is described by the Utah Division of Wildlife Resources as having substantial-crucial summer habitat for mule deer. The Kamas unit management plan for Mule Deer notes that lower elevation winter range, where the Ure property is located, is the limiting factor on the Kamas unit for deer populations. It states that “the largest threat to mule deer habitat in the Kamas area is the direct loss of crucial winter range acres due to development and urbanization,” and advises to “minimize or mitigate impacts from large-scale development.” Additionally, the Property serves as a habitat for migratory waterbirds like Sandhill cranes.
See Appendix F for the full DWR Wildlife report.

F. Structures, Roads, and Infrastructure

This section of the Ure property has no set internal roads or structures beyond the entrance gate. 4x4 tracks were visible during the baseline site visit of the Property, indicating the usual access roads and routes. There are no structures other than hydraulic infrastructure such as culverts, sluice gates, rock rubble, etc. to help control the water on the property. Refer to the Land Use map included in Appendix A.

Exhibit 8: *Summary of Conservation Resources*

A. Agricultural Productivity:
The property is comprised of grazing land with native and non-native vegetation. Historically the property has been continuously modified to support agricultural grazing including removal of tree and shrub species, grading, flattening, planting grasses, tilling, dispersing water, and modifying water flows through canals and ditches. Currently much of the property is comprised of wet meadow grass, grass-like and forb species utilized for cattle grazing. It is irrigated through canals, ditches, and sluice gates and is part of the greater Kamas Meadows irrigation system.

B. Vegetation
Vegetation on the Property is made up of almost entirely of grass, grass-like, and forb species like much of the agricultural land in the Kamas Valley. These wetland meadow grasses connect to the larger ecosystem in the valley.

C. Wildlife
The Property is relatively natural habitat for mule deer that utilize the Property, particularly in the winter given the Property's low elevation and productive vegetation. It also serves as a habitat for migratory waterbirds like Sandhill cranes that forage and nest in the wet meadows during spring and summer.

D. Water Quality and Resources
The wetland meadows on the property connect to the Weber River at the north end of the valley, which flows to the Great Salt Lake. Protecting this valley, which has been designated of special significance, is of upmost importance to sustain clean water in the watershed.

E. Aesthetic/ Visual Resources:
The Property is open agricultural land adjacent to SR 248 and W 200 S, being one of the first things you see when you enter the Kamas Valley. The viewshed is comprised of wet meadows, streams, and largely undeveloped agricultural lands. It is part of the Kamas Meadows, an open land buffer to the small and rural municipalities of Kamas and Oakley.

Exhibit 9: *Appendices*

A. Baseline Maps and Photographs
    i. Location
    ii. Tax Parcels
    iii. Proximate Protected Land
    iv. Proximate Agricultural and Developed Land
    v. Land Use
    vi. Geology
    vii. Hydrology & Soils
    viii. Avian Habitat
    ix. Mule Deer Habitat
    x. Ecoregions and Dominant Vegetation
    xi. Photo Locations
    xii. Photograph Pages
    xiii. Photograph Descriptions
B. Zoning Map and Code for Eastern Summit County
C. Local Management Plans and Support
D. Title Report and Analysis
E. NRCS Custom Soil Report and Ecological Site Report
F. UDWR Wildlife Habitat Analysis Tool Report
G. Environmental Inspection Report (redacted)
H. Mineral Remoteness Report
I. West Water Memorandum (redacted)
J. Aquatic Resources Report (redacted)
K. Community Input
L. ALTA/NSPS Survey (redacted)
M. Acknowledgement of Baseline Conditions to Date

EXHIBIT C
Southeast Meadow

ONCE RECORDED, PLEASE RETURN TO:

Summit Land Conservancy
P.O. Box 1775
1887 Gold Dust Lane, Suite 101
Park City, Utah 84060

DEED OF CONSERVATION EASEMENT
URE RANCH
SOUTHEAST MEADOW CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT DEED ("**Easement**", or "**Conservation Easement**", as more fully described below) is made effective as of the date recorded in the Summit County Recorder's Office (the "**Effective Date**"), by **SUMMIT COUNTY**, a political subdivision of the State of Utah, having an address of 60N. Main Street, P.O. Box 128, Coalville, Utah 84017 ("**Grantor**"), and **SUMMIT LAND CONSERVANCY**, a Utah nonprofit corporation, having an address of 1887 Gold Dust Lane, Suite 101, Park City, Utah 84060 ("**Grantee**"), Grantor and the Grantee are referred to individually as a "Party" and collectively as the "Parties".

The following Exhibits are attached to and are incorporated into this Easement by this reference:

Exhibit A:	Legal Description of the Property
Exhibit A-1:	Water Shares
Exhibit B:	Property Map
Exhibit C:	Permitted and Restricted Uses and Practices

RECITALS

WHEREAS, Grantor owns approximately 10.11 acres of land and water shares located in the Kamas Meadows near the town of Kamas in Summit County, State of Utah (the "**Property**"). The Property is described, including water shares, in **Exhibit A** and shown for reference purposes on the Property Map attached as **Exhibit B**; and

WHEREAS, Grantor has agreed to convey the conservation easement interest to the Property to Grantee, in perpetuity, pursuant to the terms of this Conservation Easement; and

WHEREAS, Baseline conditions of the Property are set forth in a Baseline Documentation Report (the "**Baseline**", as more fully described below), a copy of which is maintained in the files of the Grantee and Grantor; and

WHEREAS, the Property possesses scenic, open space, historic, cultural, environmental quality, ecological, natural resources, agricultural, and educational values (collectively the "**Conservation Values**") of great importance to the Grantor, Grantee, and the public; and

WHEREAS, As fee owner of the Property, Grantor owns the affirmative rights to identify, preserve, and protect forever the Conservation Values of the Property. Grantor desires to grant a perpetual conservation easement to the Grantee pursuant to the 'Land Conservation Easement Act' of Utah's statutes, Utah Code, Sections 57-18-1 to 57-18-7, which authorizes protection of natural, scenic, open space, aesthetic, historic, hydrologic, ecological, agricultural, and scientific values that are of great importance to Grantor, the Grantee, the people of Summit County, and the people of the State of Utah; and

WHEREAS, The Conservation Values and Conservation Purposes include the Property's agricultural use and future viability, agricultural open space, scenic values, and water quality and availability. The Conservation Values are more fully described in the Baseline. In particular, the Property is:

1. Open Space Farmland. The Property is agricultural land, partially irrigated and classified by the Natural Resources Conservation Service (NRCS) as "farmland of statewide importance". It consists of a soil series unique to the Kamas Valley, namely Kovich-Toddspan loams. The Kovich-Toddspan series is poorly drained, allowing for the development of deep hydric soils, which are characteristic of wetland habitats and provide unique anaerobic conditions for wetland plants. The Property is open space that yields a significant public benefit as it is used for the scenic enjoyment of the general public, and such use is supported by clearly delineated government policies, in particular:

    a. Scenic Enjoyment: The Property is open farmland that forms part of the scenic viewshed at the entrance to the City of Kamas. It is highly visible from Highway 248 and W.200 South and offers a view of an open agricultural field adjacent to other open agricultural land.

    b. Kamas City General Plan. The Property is within the City of Kamas. The first policy goal of the Kamas City General Plan is to be a beautiful, organized rural community based on its distinct history of agriculture, open space and recreation. Specific needs identified by the General Plan include historic preservation, dedicated open space including a "green buffer," new water sources, and pollution control. Protecting the open space farmland on this Property is in line with those goals.

    c. Eastern Summit County General Plan: The Eastern Summit County General Plan acknowledges the historic rural and agricultural character of Eastern Summit County and through the Eastern Summit County Agriculture Preservation and Open Space Advisory Committee ("**ESAP**") aims to facilitate the acquisition of conservation easements and/or restrictions to preserve

agricultural lands and open space. The Property meets ESAP criteria for protection.

d. Summit County Open Space Advisory Committee Criteria: Summit County has Open Space Bond funds available for the protection of qualified open lands, important to the people of Summit County. The Open Space Advisory Committee ("**OSAC**") has identified regions and natural resources that qualify for funding and protection. The Easement purchase is made with OSAC funding contributions as its protection meets key "South Summit" funding criteria for (i) the protection of a watershed and wetlands and the use of water on agricultural lands, (ii) agricultural heritage, and (iii) the mitigation of urban sprawl to agricultural lands.

2. Water Quality and Availability: Preservation of the Property as agricultural land will prevent conversion and associated storm-water runoff that would increase nutrient and sediment into tributaries of the Weber River. Through the continued use of water shares for irrigation purposes, water may be supplied to proximate agricultural lands and wetlands within the Kamas Meadows. The protection of agricultural lands and water resources within the Kamas Meadows has been identified as an important measure for water resource protection as described in the following plans and policies:

   a. Weber River Watershed Plan: The Weber River Watershed Plan aims to address growing water use demands and declining water availability and quality in the Weber River Watershed. The conservation of water supply, important fish species, and important ecological systems that provide aquatic and terrestrial habitats are identified as key conservation goals. The plan recognizes that strategies such as smart growth, preservation of farmlands, and enhanced storm water management are integral to meeting conservation goals. The preservation of farmlands directly contributes to these conservation goals by preventing development that would lead to increased water usage (reduced instream flow), storm water discharge into the watershed, and the disruption of the natural surface and groundwater system.

   b. Utah State Technical Committee Designation: The United States Department of Agriculture ("**UDAF"**) has determined the Kamas Meadows to be grassland of special environmental significance pursuant to 7 CFR Section 1468.3 as the Kamas Meadows lands provide protection of a highly sensitive natural resource as identified by the Utah State Technical Committee. Water resources and soils preserve a carbon sink and protect water flow to the Great Salt Lake, which is at-risk in the new climate regime expected for Utah. Said designation was established by the Utah State Technical Committee on August 11, 2023.

The values described in these Recitals and in the Baseline Documentation Report are referred to in this instrument as the Conservation Values; and

WHEREAS, As of the Effective Date, the Grantee is a nonprofit corporation, incorporated and qualified to do business under the laws of Utah as tax-exempt public charity described in Sections 501(c)(3) and 509(a)(1) of the IRS Code (*defined below*). Grantee is organized to protect and conserve natural areas and ecologically significant land for scientific, charitable, and educational purposes; and is a "qualified organization" as defined in Section 170(h) of the IRS Code. The Grantee qualifies as a "holder" of a conservation easement under the Utah 'Land Conservation Easement Act' (UtahCode § 57-18-1, *et seq*); and

WHEREAS, To accomplish the Conservation Purposes (*defined further below*), Grantor desires to convey to the Grantee and the Grantee desires to obtain from the Grantor a conservation easement that restricts the uses of the Property and that grants certain rights to the Grantee in order to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Conservation Values.

CONSERVATION EASEMENT TERMS

IN CONSIDERATION of the recitals set forth above, the mutual covenants, terms, conditions, and restrictions contained in this Easement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and pursuant to the Utah state law, in particular, the 'Land Conservation Easement Act' of Utah's statutes, Utah Code , Sections 57-18-1 to 57-18-7, Grantor voluntarily grants and conveys to, and the Grantee accepts, a perpetual conservation easement in, on, over, and across the Property, together with a third party right of enforcement to the United States, subject to the terms and conditions set forth in this Easement, restricting forever the uses that may be made of the Property and granting the Grantee certain rights in the Property; and Grantor and the Grantee agree as follows:

1. CONSERVATION PURPOSES. The purposes of this Easement is to preserve and protect in perpetuity the Conservation Values of the Property. In particular, the purpose of this Easement is to protect the Property's open space and scenic character, its agricultural uses, its ecological and natural resources, its outdoor recreation and education potential, and its water quality and availability that support its environmental resources such as grasslands, wetlands and riparian area. In achieving the above named purposes, it is the intent of this Easement to permit such uses, defined in **Exhibit C**, of the Property as may be conducted consistent with the Conservation Values protected herein.

2. BASELINE DOCUMENTATION REPORT. By its execution of this Easement, the Grantee acknowledges that Grantor's present uses of the Property are compatible with the purposes of this Easement. In order to evidence the present condition of the Property (including both natural and man-made features) and to facilitate future monitoring and enforcement of this Easement, the Parties acknowledge that a Baseline Documentation Report (the "**Baseline**") has been prepared, which contains a collection of baseline data on the Property and its natural resources and an assessment of the current and consistent uses. By their signatures to and certification of the Baseline and further by signature of this Easement, the Parties agree that the Baseline contains an accurate representation of the biological and physical condition of the Property as of the Effective Date and of the historical uses of the Property, including historical water uses. In addition to the public benefits described as the Conservation Values, the Baseline identifies public policy

statements and/or other factual information supporting the significant public benefit of this Easement. Grantor and the Grantee hereby approve the Baseline, a copy of which is on file with the Grantor and the original of which is on file with the Grantee at their respective addresses for notices set forth below.

3. THE GRANTEE'S RIGHTS. In order to accomplish the Conservation Purposes, the rights and interests that are granted and conveyed to the Grantee by this Easement consist of the following:

A. Preserve and Protect. The right to preserve, protect, identify, and monitor the Conservation Values in perpetuity, and, in the event of their degradation or destruction, the right to the legal remedies set forth herein or otherwise permitted by law.

B. Entry and Access Rights. The Grantee is, by this Easement, granted rights of access, whether by public ways or otherwise and including, but not limited to, any access easements appurtenant to the Property or held by Grantor, to enter upon the Property in order to monitor compliance with and otherwise enforce the terms of this Easement, to study and make scientific observations of the Property and of natural elements and ecosystems and other features of the Property, and to determine whether the Grantor's activities are in compliance with the terms of this Easement, all upon reasonable prior notice to Grantor and in a manner that does not unreasonably disturb the use of the Property by Grantor consistent with this Easement. The Grantee has the right of immediate entry to the Property if, in its sole judgment, such entry is necessary to investigate, prevent, terminate, or mitigate a violation of this Easement, or to preserve and protect the Conservation Values.

C. Enforcement. The Grantee has the right to prevent or enjoin any activity on or use of the Property that constitutes a breach of this Easement or is inconsistent with the perpetual preservation of the Conservation Values, and the Grantee has the right to require the Grantor to restore such areas or features of the Property to the condition existing immediately prior to the activity complained of by such breach or inconsistent use or activity.

4. USES OF THE PROPERTY. Except as prohibited or otherwise limited by this Easement, Grantor reserves the right to use and enjoy the Property in any manner that is consistent with the Conservation Purposes and the perpetual preservation of the Conservation Values. Grantor will not perform, or allow others to perform, any act on or affecting the Property that is inconsistent with the Conservation Purposes. The uses set forth in **Exhibit C**, though not an exhaustive list of consistent uses and practices, are consistent with this Easement and will not be precluded, prevented, or limited, except as specifically set forth in **Exhibit C**. Any activity on or use of the Property that is inconsistent with the Conservation Purposes (including, without limitation, any activity or use that diminishes or impairs the Conservation Values) is prohibited. Though not an exhaustive list of prohibited and restricted uses, **Exhibit C** also describes such uses or activities that are inconsistent with the Conservation Purposes and are thus prohibited or restricted.

5. APPROVAL REQUEST.

A. The Grantee's Approval. Grantor will not undertake or permit any activity which by the specific provisions of this Easement require prior approval by the Grantee without first having notified and received approval from the Grantee as provided herein. Prior to the commencement of any activity for which this Easement requires prior written approval by the Grantee, Grantor will send the Grantee written notice of Grantor's intention to undertake such activity. The notice will inform the Grantee of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and all other relevant information. If in the Grantee's judgment additional information is required to adequately review the proposal, the Grantee will send written notice requesting such additional information within fifteen (15) days of receipt of Grantor's notice.

B. The Grantee's Decision. No later than thirty (30) days from the Grantee's receipt of information adequate to review the proposal, the Grantee will notify Grantor of its disapproval or approval of Grantor's proposal, or that the Grantee may approve the proposal with certain specified modifications. The Grantee's decision must be based upon the Grantee's assessment of the proposed activity in relation to its consistency or inconsistency with the terms of this Easement. Grantee's approval or failure to object to any proposed use or activity will not constitute consent to any subsequent use or activity of the same or any different nature.

6. ENFORCEMENT AND REMEDIES.

A. Notice of Violation; Corrective Action. If the Grantee becomes aware that a violation of the terms of this Easement has occurred or is threatened to occur, Grantee will give written notice to Grantor of such violation, and Grantor shall in the case of an existing violation, promptly cure ("**Grantor's Right to Cure**") the violation by (a) ceasing the same and (b) restoring the Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation. If Grantor fails to cure the violation within thirty (30) days after receipt of notice from the Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period or fails to continue diligently to cure such violation until finally cured, the Grantee will have all remedies available at law or in equity to enforce the terms of this Easement, including, without limitation, the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that portion of the Property affected by such activity to the condition that existed immediately prior to the undertaking of the activity complained of (regardless of whether the costs of restoration exceed the value of the Property), and to otherwise pursue all available legal remedies, including, but not limited to, monetary damages arising from the violation. The Grantee's rights under this Paragraph apply equally to actual or threatened violations of the terms of this Easement. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee is entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which the

Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Furthermore, the provisions of the 'Land Conservation Easement Act' of Utah's statutes, Utah Code Ann. Sections 57-18-1 to 57-18-7, are incorporated into this Easement by this reference, and this Easement includes all of the rights and remedies set forth therein.

(i) Grantor shall be responsible for the acts and omissions of persons acting on its behalf, at its direction or with its permission, and the Grantee has the right to enforce this Easement against Grantor for any use of or activities upon the Property that are a violation of this Easement and that result from such acts or omissions. However, as to the acts or omissions of third parties other than the those described in the preceding sentence, the Grantee does not have a right of enforcement against Grantor unless Grantor is complicit in said acts or omissions, fails to cooperate with the Grantee in all respects to halt or abate the event or circumstance of non-compliance with this Easement terms resulting from such acts or omissions, or fails to report such acts or omissions to the Grantee promptly upon learning of them.

(ii) The Grantee has the right, but not the obligation, to pursue all legal and equitable remedies provided under this Paragraph against any third party responsible for any activity or use of the Property that is a violation of this Easement, and Grantor shall, at the Grantee's option, assign its right of action against such third party to the Grantee, join the Grantee in any suit or action against such third party, or appoint the Grantee its attorney-in-fact for the purpose of pursuing an enforcement suit or action against such third party.

B. Costs of Enforcement. Grantor shall reimburse the Grantee for all reasonable expenses incurred by the Grantee in enforcing the terms of this Easement against Grantor, or with respect to actions by third parties for whom Grantor is responsible, as set forth in Paragraph 6A(i) above, including, without limitation, reasonable attorneys' fees and any costs of restoration necessary to cure the violation. In addition, any costs of restoration will be borne by the Grantor if Grantor is determined to be responsible for damage to the Property. If Grantor prevails in any action to enforce the terms of this Easement, each party shall bear its own costs. If Grantee prevails in part, then Grantor shall be responsible for all fees and costs of both parties as set forth above, unless Grantee is found by a final court of competent jurisdiction to have acted in bad faith.

C. Emergency Enforcement. If the Grantee reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values or to prevent breach or extinguishment of this Easement, the Grantee may pursue its remedies under this Easement without prior notice to Grantor and without waiting for the cure period to expire, provided however, Grantee will provide notice to Grantor at the earliest practicable time under the circumstances.

D. Waiver of Right to Enforce. The failure of the Grantee to discover a violation or to take action under this Easement will not be deemed or construed to be a waiver of the Grantee's rights under this Easement with respect to such violation in the event of any subsequent breach. In no event will any delay or omission by the Grantee in exercising any right or remedy constitute an impairment of or a waiver of such right or remedy. Grantor waives the defenses of prescription, laches and the running of any applicable statute of limitations.

E. Remedies Cumulative. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder and all remedies under this Easement may be exercised concurrently, independently or successively from time to time. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies which may be available at law or equity.

F. Acts Beyond the Grantor's Control. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against Grantor for, or to require the Grantee or Grantor to actively restore destruction of or damage to the Conservation Values resulting from any injury to or change in the Property resulting from causes beyond Grantor's control, including trespass, war, fire, flood, storm, earth movement, and other natural disasters or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. This Paragraph will not be construed to relieve the Grantor of the obligation to clean-up garbage or materials dumped on the Property by third parties and the obligation to take action to prevent third party violations of this Easement, or to otherwise maintain the Property in a condition consistent with the Conservation Purposes of this Easement.

G. Grantee's Obligations. After each inspection of the Property by Grantee, Grantee shall prepare a written monitoring report of the results of such inspection, including in particular any significant natural (or other) changes to the Property since the prior inspection. Grantee shall make a copy of such report available to Grantor. To the extent that Grantee by action or inaction does not perform or fulfill the preceding or any other affirmative, non-discretionary obligation required of Grantee pursuant to the terms of this Easement, then Grantor shall give written notice of such obligation to Grantee and the Parties shall cooperate and act in good faith to reach a resolution with respect to such obligation.

7. REPRESENTATIONS AND WARRANTIES.

A. State of Title. Grantor represents and warrants that Grantor has good and marketable title to the Property, free and clear of any liens or encumbrances that might cause extinguishment of this Easement or that would materially impair the Conservation Purposes.

B. Compliance with Laws. Grantor has not received notice of and has no knowledge of any material violation of any federal, state, county, or other governmental or

quasi-governmental statute, ordinance, rule, regulation, law, or administrative or judicial order with respect to the Property.

C. No Litigation. Grantor represents and warrants that there is no action, suit, or proceeding that is pending or threatened against the Property or any portion thereof relating to or arising out of the Grantor's ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

D. Disclosure of Easement Information. Grantee has informed Grantor of the types and legal effects of conservation easements and has advised Grantor to obtain independent legal advice as required by Section 57-18-4 of the Land Conservation Easement Act.

E. Authority To Execute Easement. The person or persons executing this Easement on behalf of the Grantee represent and warrant that the execution of this Easement has been duly authorized by the Grantee. The person or persons executing this Easement on behalf of Grantor represent and warrant that the execution of this Easement has been duly authorized by Grantor.

8. COSTS, LEGAL REQUIREMENTS, AND LIABILITIES. Grantor will be responsible for and will bear all costs and liabilities of any kind related to the Grantor's ownership, operation, upkeep, and maintenance of the Property and agrees that the Grantee will have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions on the Property, or the protection of Grantor, the public, or any third parties from risks relating to conditions on the Property. Grantor agrees to pay before delinquency any and all real property taxes and assessments levied on the Property and agrees that the Grantor will keep the Grantee's interest in the Property free of any liens, including those arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantor will be solely responsible for any costs related to the maintenance of general liability insurance covering Grantor's acts on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use by Grantor on the Property and permitted by this Easement, and any activity or use will be undertaken in accordance with all applicable federal, state, and local laws, rules, regulations, and requirements. If more than one person or entity constitutes Grantor, the obligations of each and all of them under this Easement shall be joint and several.

9. RUNS WITH THE LAND. The terms and conditions of this Conservation Easement run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them, any and all of whom must comply with all terms and conditions of this Conservation Easement. This Conservation Easement burdens and runs with the Property in perpetuity.

10. SUBSEQUENT TRANSFERS AND SUBORDINATION. In conjunction with Paragraph 20, Grantor agrees to insert a covenant in favor of the Grantee into any subsequent conveyance, transfer, subordination, deed or other legal instrument by which Grantor divests either

the fee simple title or a possessory interest in the Property (together, a "**Subsequent Conveyance**"), which covenant shall state in relevant part as follows: "This conveyance or transfer is subject to the terms and conditions of that certain Conservation Easement, dated _____, and recorded in the Office of the Summit County Recorder as Entry No. _____, Book ____, beginning at Page ___." Grantor further agrees to notify the Grantee of any pending Subsequent Conveyance at least fifteen (15) days in advance of such conveyance or transfer. The failure of the Grantor to comply with this Paragraph will not impair the validity of this Easement or limit its enforceability in any way. Any successor in interest of the Grantor (the "**Successor Grantor**"), by acceptance of a Subsequent Conveyance, shall be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Easement. In such case, the Successor Grantor shall be fully substituted for the Grantor hereunder and the Grantor shall be released from any further obligations with respect to this Easement as to the portions of the Property so conveyed or transferred. Notwithstanding the foregoing, if the Easement is extinguished in its entirety pursuant to judicial proceedings and in accordance with Paragraph 14 of this Easement, the Grantor and any Successor Grantor shall not be bound by the terms and conditions of this Paragraph 10.

11. INDEMNIFICATION.

A. Cross Indemnification. Notwithstanding any other provision of this Easement to the contrary, the Parties shall indemnify, defend, and hold harmless each other, including, without limitation, each Party's managers, members, directors, officers, employees, agents, contractors, and their successors and assigns (collectively, the "**Indemnified Parties**"), from and against any costs, liabilities, penalties, damages, claims, or expenses (including reasonable attorneys' fees) and litigation costs that the Indemnified Parties may suffer or incur as a result of, or arising out of:

1. Use of or activities on the Property by the Party;
2. The inaccuracy of any representation or warranty made in this Easement by the Party;
3. Any material breach of this Easement by the Party;
4. Injury to or the death of any person, or damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless due solely to the actions of any of the Indemnified Parties; and
5. Approvals for activities requested of a Party whether given or withheld under this Easement, except as the result of the gross negligence or intentional misconduct of the Party from whom approval was sought.

B. Grantor Indemnification. Grantor indemnifies, defends, and holds harmless the Grantee and its Indemnified Parties for:

1. Any claim, liability, damage, or expense suffered or incurred by or threatened against the Grantee by a third party and related to any approvals requested by Grantor, whether given or withheld by the Grantee, unless due solely to the Grantee's gross negligence or intentional misconduct; and

2. Any real property taxes, insurance, utilities, or assessments that are levied against the Property, including those for which exemption cannot be obtained, or any other costs of maintaining the Property.

12. CHANGE OF CONDITIONS. In granting this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may be used entirely for such prohibited uses in the future. It is the intent of Grantor and the Grantee that any such changes will not be deemed circumstances justifying the extinguishment of this Easement. In addition, the inability of Grantor, or Grantor's heirs, successors or assigns, to conduct or implement any or all of the uses permitted under this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

13. EXTINGUISHMENT. This Easement can be released, terminated or otherwise extinguished, whether in whole or in part, only (a) by judicial proceedings in a court of competent jurisdiction and (b) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property for conservation purposes. Each Party will promptly notify the other when it first learns of such circumstances. The amount of the proceeds to which the Grantee will be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, will be determined in accordance with Paragraph 15 below. The Grantee will use all such proceeds in a manner consistent with the conservation purposes. In the event of extinguishment of the Easement in its entirety pursuant to this Paragraph, the Property shall not be subject to any of the terms, conditions or restrictions of the Easement.

14. CONDEMNATION. If all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority, Grantor and the Grantee will join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds will be divided in accordance with the proportionate value of the Grantee's and Grantor's interests as of the Effective Date as set forth in Paragraph 15 below, it being expressly agreed that this Easement constitutes a compensable property right. All expenses incurred by Grantor and the Grantee in such action will be paid out of the recovered proceeds.

15. PROPERTY INTEREST VALUATION. With respect to a proposed extinguishment, termination, or condemnation action, Grantee and the Grantor stipulate that the fair market value of the Easement is Eighty-Seven Percent (87%), hereinafter the "**Proportionate Share**", of the fair market value of the Property unencumbered by this Easement. The Proportionate Share shall remain constant over time.

As described in the Memorandum of Understanding, dated January 22, 2025, by and between the Grantee and Grantor, the Grantor has contributed funds to facilitate the conservation of the Property and therefore, the Grantor shall be entitled to receive all of Grantee's Proportionate Share of proceeds heretofore described in this Paragraph 15. The Grantor shall use said proceeds in a manner consistent with the protection of open land and Conservation Values and upon mutual agreement of the Parties, Grantee may hold a property interest as a joint property owner,

conservation easement holder or conservation easement co-holder in any property acquired with proceeds.

16. AMENDMENT. If circumstances arise under which an amendment to or modification of this Easement might be appropriate, the Grantee and Grantor may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of the Grantee as a qualified holder under any applicable laws, including the IRS Code or Utah statute. Any such amendment shall be at the discretion of the Grantee; shall be consistent with the preservation of the Conservation Values of the Property and the Conservation Purposes of this Easement; shall not affect its perpetual duration or its qualification under any laws; shall not permit any private inurement or impermissible private benefit to any person or entity; and shall have a positive or not less than neutral conservation outcome, based on an evaluation of the impact on the Conservation Values by an independent person selected by Grantee; and will be consistent with the Grantee's internal policies and procedures regarding easement amendments as may be in effect at the time of the amendment proposal. Any such amendment will be recorded in the land records of Summit County, Utah.

17. INTERACTION WITH STATE LAW. The provisions of the above Paragraphs addressing EXTINGUISHMENT, CONDEMNATION, and AMENDMENT shall apply notwithstanding any provisions addressing such actions under Utah law.

18. WRITTEN NOTICE. Any written notice called for in this Easement will be delivered: (i) in person; or (ii) by certified mail, return receipt requested, postage prepaid; or (iii) by facsimile with the original deposited with the United States Post office, postage prepaid on the same date as sent by facsimile; or (iv) by next-business-day delivery through a reputable overnight courier that guarantees next-business-day delivery and provides a receipt. Notices must be addressed as follows:

To the Grantee:
Summit Land Conservancy
P.O. Box 1775
1887 Gold Dust Lane, Suite 101
Park City, Utah 84060
Attention: Cheryl Fox, CEO

To the Grantor:
Summit County
Lands and Natural Resources Department
60 N Main Street
P.O. Box 128
Coalville, UT 84017

Any Party may, from time to time, by written notice to the other Parties, designate a different address that will be substituted for the relevant address or addresses set forth above. Notice is deemed to be given upon receipt.

19. INTERPRETATION.

A. Intent. It is the intent of this Easement to protect the Conservation Values in perpetuity by prohibiting and restricting specific uses of the Property, notwithstanding economic or other hardship or changes in circumstances or conditions. If any provision in this Easement is found to be ambiguous, an interpretation consistent with protection of the Conservation Values and Conservation Purposes is favored, regardless of any general rule of construction that may be to the contrary. In the event of any conflict between the provisions of this Easement and the provisions of any use and zoning restrictions of the State of Utah, the county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive conservation provisions will apply.

B. Governing Law. This Easement will be interpreted in accordance with the laws of the State of Utah.

C. Captions. The captions have been inserted solely for convenience of reference and are not part of this Easement and will have no effect upon construction or interpretation.

D. No Hazardous Materials Liability. Notwithstanding any other provision of this Easement to the contrary, nothing in this Easement shall be construed such that it creates in or gives to the Grantee: (a) the obligations or liabilities of an "Grantor" or "operator" as those words are defined and used in Environmental Laws as defined in Paragraph 10(C) of this Easement, (b) the obligations or liabilities of a person described in 42 USC Section 9607(a)(3); (c) the obligations of a responsible person under any applicable Environmental Law; (d) any obligation to investigate or remediate any Hazardous Materials associated with the Property; or (e) any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

E. Merger. This Easement shall not be extinguished under the doctrine of merger. Notwithstanding the foregoing, prior to any occasion in which the Grantee takes legal title to Grantor's interest in the Property, the Grantee must assign this Easement to another Qualified Organization within the meaning of Section 170(h)(3) of the Code, which organization has among its purposes the conservation and preservation of land and water areas.

F. Construction. The Parties acknowledge and agree that (a) each Party is of equal bargaining strength; (b) each Party has actively participated in the drafting, preparation and negotiation of this Easement; (c) each Party has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Easement; (d) each Party and its counsel and advisors have reviewed this Easement; (e) each Party has agreed to enter into this Easement following such review and the rendering of such advice; and (f) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party do

not apply in the interpretation of this Easement, or any portions hereof, or any amendments hereto.

G. One Parcel. Even if the Property consists of more than one parcel for real estate tax or any other purpose of if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Property as a whole.

H. Definitions.

i. The term "IRS Code" means the Internal Revenue Code of 1986, as amended through the applicable date of reference.

ii. The term "Development Rights" means and includes any and all legal rights under federal, state, and/or local laws, ordinances, rules or regulations now in effect or enacted after this date to develop and build structures, expressed as the maximum number of dwelling units per acre for residential parcels or square feet of gross floor area for nonresidential parcels, that could be permitted under applicable zoning and subdivision rules and regulations.

iii. The Conservation Value term "**Ecological & Natural Resources**" means protection of relatively natural habitats for fish, wildlife, or plants, as well as distinct biological or ecological systems.

iv. The Conservation Value term "**Agricultural Uses**" means ensuring the availability of the Property for farming, grazing, and livestock production.

v. The Conservation Value term "**Scenic & Open Space**" means retaining land for the scenic enjoyment of the general public or ensuring land remains in open, natural, or scenic condition

vi. The Conservation Value term "**Outdoor Recreation & Education**" means preserving land for non-motorized outdoor public recreation or educational use.

vii. The Conservation Value term "**Historic & Cultural**" means preserving historical, architectural, archaeological, paleontological, or cultural aspects of the Property.

viii. The Conservation Value term "**Environmental Quality**" means maintaining or enhancing air or water quality, and protecting specific resources like wetlands, habitat, grasslands, and riparian areas.

ix. The terms "**Grantor**" and the "**Grantee**", and any pronouns used in place thereof, mean and include, respectively, Grantor and Grantor's personal representatives, heirs, devisees, personal representatives, and assigns, and all other successors as their interest may appear and the Grantee and its successors and assigns.

20. RESTRICTIONS ON TRANSFER. Other than in the context of an extinguishment that complies with Paragraph 13 of this Easement or a condemnation that complies with Paragraph 14, this Easement shall only be transferred if (i) as a condition of the transfer, Grantee requires that the purposes of this Easement continue to be carried out; (ii) the transferee, at the time of transfer, qualifies under section 170(h) of the IRS Code and section 57-18-3 of the Utah Code, as an eligible entity capable to receive this Easement directly; and (iii) the transferee has the commitment and resources to enforce, and agrees to enforce this Easement. Grantee agrees to provide written notice to Grantor at least sixty (60) days prior to any intended transfer of this Easement. Any subsequent transfer of this Easement shall also be subject to the provisions of this Paragraph. Any attempted transfer by Grantee of all or a portion of this Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Easement.

21. SEVERABILITY AND ENFORCEABILITY. The terms and purposes of this Easement are intended to be perpetual. If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party under this Easement will not be materially and adversely affected thereby, (a) such holding or action shall be strictly construed; (b) such provision shall be fully severable; (c) this Easement shall be construed and enforced as if such provision had never comprised a part hereof; (d) the remaining provisions of this Easement shall remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Easement; and (e) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Easement a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible.

22. EXHIBITS. **Exhibit A**, **Exhibit A-1**, **Exhibit B**, and **Exhibit C**, each of which is attached hereto, are integral parts to this Easement and are incorporated herein to this Easement by this reference.

23. COUNTERPARTS. This Easement may be executed in one or more counterparts, all of which taken together will be considered one and the same agreement and each of which will be deemed an original. This Easement shall become effective when each Party has received a counterpart signature page signed by all of the other Parties.

25. RECORDING; EFFECTIVE DATE. This Conservation Easement shall be effective (the "**Effective Date**") on the day and date it is recorded in the Summit County Recorder's Office, with a date-stamped copy retained as proof of timely delivery. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement, and Grantor agrees to execute any such instruments upon reasonable request.

26. ENTIRE AGREEMENT. This Easement, including the Recitals above and **Exhibits A-C** attached hereto, sets forth the entire agreement and understanding of the Parties with respect to the transactions contemplated by this Easement and supersedes all prior arrangements, promises, communications, representations, warranties and understandings, whether oral or written, by any Party or any officer, employee, representative or agent of any Party with respect to the transactions contemplated by this Easement.

27. TO HAVE AND TO HOLD. This Easement hereunto the Grantee, the United States of America, and their successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

GRANTOR AND THE GRANTEE have executed this Conservation Easement as of the Effective Date.

GRANTOR:

SUMMIT COUNTY
a political subdivision of the
State of Utah

_____
By: Shayne Scott
Title: County Manager

GRANTEE:

SUMMIT LAND CONSERVANCY,
a Utah nonprofit corporation

_____
By: Cheryl Fox
Title: Chief Executive Officer

SUMMIT COUNTY COUNCIL

_____
By: Canice Harte
Title: Summit County Council Chair

Approved as to form:

_____
By: David L. Thomas
Title: Chief Civil Deputy

STATE OF UTAH)
:ss.
COUNTY OF SUMMIT)

The foregoing instrument was signed before me this _____ day of _____, 2026, by _____, the _____ of Summit Land Conservancy

_____
NOTARY PUBLIC
Residing at: _____

STATE OF UTAH)
:ss.
COUNTY OF _____)

The foregoing instrument was signed before me this _____ day of _____, 2026, by _____, the _____ of Summit County

_____
NOTARY PUBLIC
Residing at: _____

STATE OF UTAH)
:ss.
COUNTY OF SUMMIT)

The foregoing instrument was signed before me this _____ day of _____, 2026, by _____, the _____ of Summit County

_____
NOTARY PUBLIC
Residing at: _____

EXHIBIT A
TO
CONSERVATION EASEMENT

LEGAL DESCRIPTION OF PROPERTY INCLUDING WATER SHARES

BEGINNING AT A POINT 23.13 FEET EAST AND 48.21 FEET SOUTH FROM THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N 89*48'16" E 353.25 FEET; THENCE S 00*09'46: E 1,245.46 FEET; THENCE S 89*11'44" W 352.62 FEET; THENCE N 00*11'33" W 1,249.21 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 10.11 AC

Tax Parcel No. KT-618-X *(formal CD-618)*

EXHIBIT A-1
TO
CONSERVATION EASEMENT

WATER SHARES

Eighty (80) shares of the Beaver Shingle Creek Irrigation Co.; Point of Delivery is Seep Ditch; 3.65 irrigated acres (24 acre-feet); Share Certificate No. 4588.

EXHIBIT B
TO
CONSERVATION EASEMENT PARCEL MAP

PROPERTY MAP

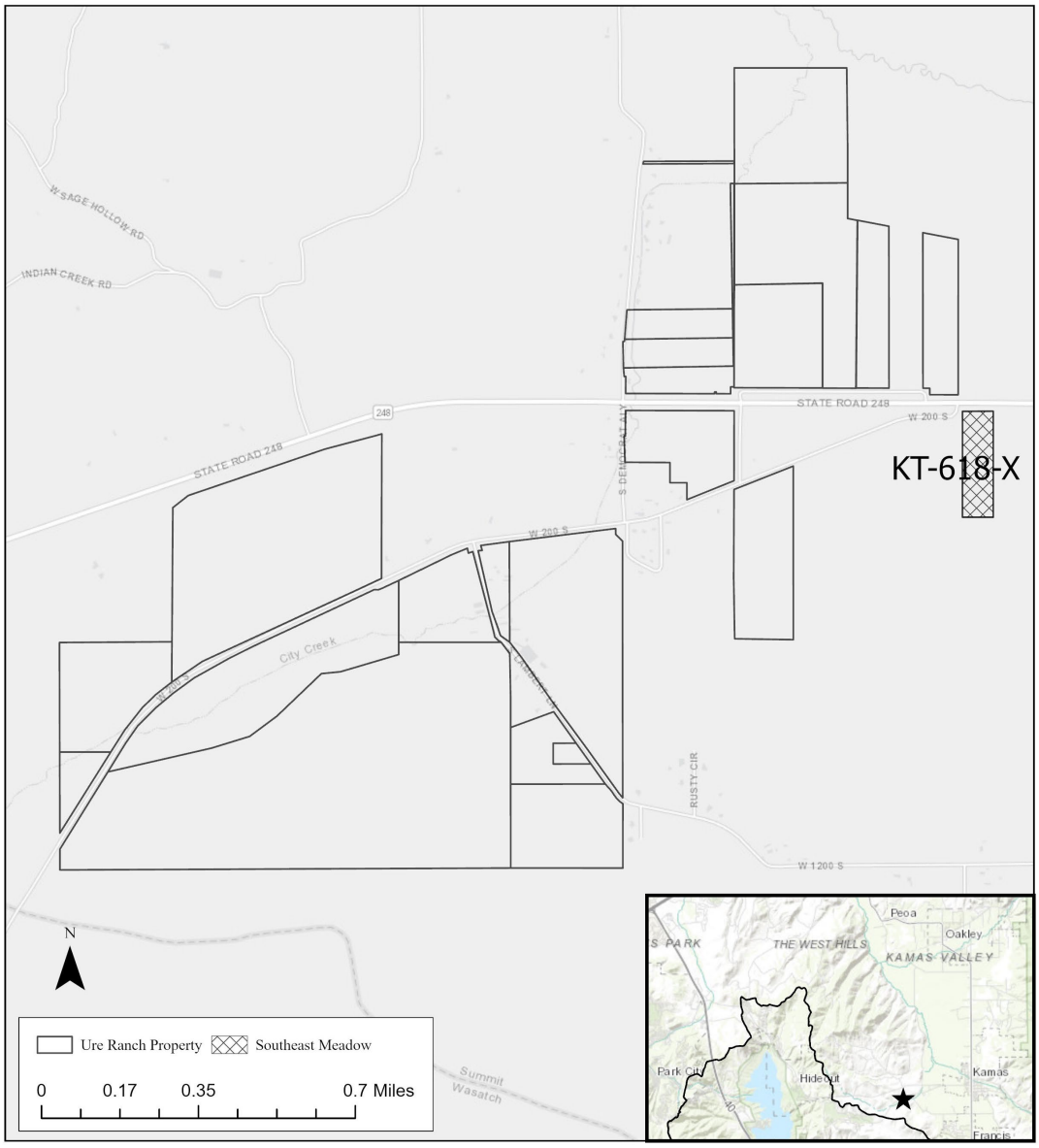


EXHIBIT C
TO
CONSERVATION EASEMENT

PERMITTED AND RESTRICTED USES AND PRACTICES

Any activities inconsistent with the purposes of this Easement are prohibited. The Property shall not be used for residential or commercial purposes except as permitted in this **Exhibit C**. Industrial uses are not permitted. The uses set forth in this **Exhibit C** detail specific activities that are permitted and prohibited under this Easement. The uses set forth in this **Exhibit C** are also intended to provide guidance in determining the consistency of other activities with the Conservation Purposes. Notwithstanding the uses set forth in this **Exhibit C** and notwithstanding any provision of this Easement to the contrary, in no event will any of the permitted uses of the Property (whether set forth in this **Exhibit C** or elsewhere in this Easement) be conducted in a manner or to an extent that diminishes or impairs the Conservation Values or that otherwise violates this Easement.

1) MANAGEMENT. The Property shall be managed by the Grantor according to best practices for natural and undeveloped land with agricultural uses. The Property shall not be used for any purpose inconsistent with it being maintained as open land for these purposes. Residential and industrial uses are prohibited.

2) AGRICULTURE. Grantor retains the right to use the Property for private and commercial agricultural production and livestock grazing and to permit others to use the Property for such purposes. As used herein, "**Agricultural Production**" shall mean the production, processing, and storage of crops. For purposes hereof, crops include, but are not limited to: (a) grass and alfalfa; (b) field crops, including corn, wheat, oats, rye, barley, hay, potatoes, herbs and dry beans; (c) vegetables, including lettuce, tomatoes, snap beans, cabbage, carrots, beets, onions, and mushrooms; and (d) horticultural specialties that do not remove or harm the soils. As used herein "**Livestock**" shall mean, without limitation, horses, cattle, bison, sheep, goats, llamas, and alpacas. Livestock may be fed on the Property as is customary in other similar farm and ranch operations in Summit County. Feedlots for the winter feeding of Livestock raised on the Property year-round are permitted, but commercial feedlots for intense animal feeding are prohibited. Other permitted agricultural uses include, without limitation, bee-keeping for the production of honey. Livestock stocking rates shall be consistent with the recommendations of the Utah Department of Agriculture and Food, and grazing practices shall be managed in accordance with recognized principles of sustainable rangeland management.

3) CHEMICAL AND BIOLOGICAL CONTROLS. In accordance with all applicable federal, state and local laws and regulations, Grantor has the right to use agrichemicals and biological controls on the Property as necessary to control noxious weeds, pests, and for mosquito abatement. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed, pest and mosquito abatement objectives. The

use of such agents shall be conducted in a manner to minimize adverse effects on the natural values of the Property and to avoid any impairment of the natural ecosystems and processes.

4) WATER SHARES. The Property subject to this easement includes the water shares as described in **Exhibit A-1** of this Easement (the "**Water Shares**"). Grantor shall not transfer, encumber, sell, lease or otherwise sever the Water Shares from the Property nor change the historic nature or use or place of use by change application, without the consent of the Grantee. The Water Shares shall be managed for Conservation Purposes that may include present or future Agricultural Production on the Property, improvement of habitat, and dedication of surplus Water Shares for in-stream flow to advance the conservation or enhancement of natural resources. Grantor shall not abandon or allow the abandonment of, by action or inaction, any of the Water Shares without the consent of the Grantee and if necessary, the Grantee may take any reasonable action necessary to prevent abandonment of Water Shares if the Grantor fails to act.

5) WATER RESOURCES. Existing surface and sub-surface water resources and facilities including ditches, drainage improvements, springs, pipes, ponds and troughs, as identified in the Baseline, may be maintained and improved, but new water resources and facilities may be constructed only upon prior written approval of the Grantee, which will not be unreasonably withheld.

6) AGRICULTURAL STRUCTURES. Subject to the Impervious surfaces limitation (*defined below*) as defined within this Easement and upon prior written notice to Grantee, Grantor may construct temporary or permanent agricultural structures such as shelters for Livestock, equipment storage or greenhouses. Residential structures, restaurant, cafes or commercial structures not directly related to agricultural uses are prohibited. Impervious surfaces will not exceed twenty-five percent (25%) of the Property, or two and one half (2.5) acres. "Impervious surfaces" are defined as material that does not allow water to percolate into the soil on the Property; including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with superior rights to those rights conveyed to Grantee by this Easement.

7) FENCING. Owner may construct and maintain fences and corrals on the Property for agricultural purposes or for the protection of Property or wildlife resources without prior notice to the Grantee. Fences shall be constructed of wire or wood split-rail, or of a design, construction material and color to minimize visual impacts and shall be consistent with Utah Department of Natural Resources Division of Wildlife's wildlife friendly fencing best practices.

8) ROADS. New roads may be constructed if they are within impervious surface limits, approved in advance by the Grantee, and necessary to carry out agricultural operations or other allowed uses on the Property. Maintenance of existing roads as documented in the Baseline is allowed, however existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural uses or other allowed uses on the Property.

9) RECREATIONAL USES. Grantor may conduct non-motorized recreational and educational activities and may construct recreational trails to support such recreational activities so long as they do not negatively affect the agricultural operations and are consistent with the Conservation Purposes and Conservation Values including, but not limited to, hiking, cycling, Nordic skiing, snowshoeing, bird watching, horseback riding, camping, and picnicking.

10) CULTURAL RESOURCES. In accordance with Utah Code Title 9, Chapter 8a, Part 3 and Utah Administrative Code R652-60, the property shall be maintained in a manner that protects and preserves all prehistoric cultural resources and artifacts. This includes compliance with the requirements for archaeological surveys, permitting, and consultation with the State Historic Preservation Office (SHPO). All undertakings on this property will take into account the potential effects on any site, structure, or object that is included in or eligible for inclusion in the State or National Register of Historic Places. Grantor shall locate trails and recreational amenities to maintain and protect the known locations (as documented in the Baseline) of cultural artifacts and features. The parties acknowledge that lithic artifacts from stone tool makers, dispersed throughout the Property and in varying locations due to earth movement from natural causes, may be disturbed in the course of new construction. Any future discovery of archeological artifacts or features that differ from the lithic artifacts commonly found on the Property will be considered by the Grantee and Grantor for protection, either in-situ or relocated, with a view to ensuring their integrity for present and future generations.

11) COMMERCIAL USES. Industrial or commercial activities on the Property are prohibited except for the following: (i) Agricultural Production and related uses in accordance with the terms and conditions of this Conservation Easement; (ii) temporary or seasonal outdoor activities or events that do not adversely harm the Conservation Values; (iv) commercial enterprises related to agriculture including but not limited to agritourism, processing, packaging, and marketing of farm products.

12) GATHERINGS OF PEOPLE AND EVENTS. Public gatherings and events are allowed, including but not limited to organized hikes, organized trail races, public and private gatherings, and education events. Temporary uses and facilities incidental to the event are permitted such as, but not limited to, water and waste stations, potable restrooms, bleachers, staging areas, and shade tents.

13) HABITAT RESTORATION ACTIVITIES. Activities to restore or enhance native plant communities or terrestrial and aquatic wildlife habitat are permitted, provided such activities are consistent with the Conservation Values, purposes of this Easement, and anystewardship plans that exist from time to time.

14) SIGNS AND BILLBOARDS. Billboards to advertise goods, services, events or causes unrelated to the Property are prohibited. Grantor may install signs related to activities or events conducted on the Property, or to advertise activities occurring on the Property. Signs to sell or lease the Property are permitted. Grantee may install signs to indicate that the Property is protected by a Conservation Easement held by the Grantee.

15) FIRE SUPPRESSION. Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property. Potential means to reduce or remove high risk fuel loads include, but are not be limited to: mechanized methods; biological controls, including short-duration grazing; slash, pile and burn; and controlled burns**.**

16) USE OR TRANSFER OF DEVELOPMENT RIGHTS. Except as specifically permitted by this **Exhibit C**, the exercise of any Development Rights associated with the Property is prohibited, including, without limitation, the construction or placement of any residential or other buildings, roads or vehicle trails, golf courses, camping accommodations, bridges, mobile homes, house-trailers, permanent tent facilities, Quonset huts or similar structures, underground tanks, or billboards, signs, or other advertising, and/or other structures or improvements, street lights, utility structures or lines, overhead power transmission lines, sewer systems or lines. Except as allowed under this **Exhibit C**, all Development Rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property are terminated and extinguished and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described or to any other property adjacent or otherwise nor used for the purpose of calculating permissible lot yield of the Property or any other property.

17) NO SUBDIVISION. The Property may be granted, sold, exchanged, devised, gifted, transferred or otherwise conveyed in unified title as one parcel only. Subdivision, partition or creation of other parcels or lots whether by lot division, condominium, time share or other manner of ownership which creates discrete parcels or separate ownership or control of portions of the Property is prohibited.

18) NO HAZARDOUS MATERIALS. Use, dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge, unsightly or toxic materials, or Hazardous Materials is prohibited, except that fertilizers and herbicides permitted under **Exhibit C** may be used and stored on the Property, provided that all such use and storage is in compliance with applicable health, safety, and Environmental Laws and regulations and further provided that all such use and storage does not diminish or impair the Conservation Values.

19) DUMPING, WASTE, VEHICLES, EQUIPMENT AND STORAGE. Accumulation or dumping of trash, refuse, sewage, junk or toxic materials is not allowed on the Property. This restriction will not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products, or agricultural byproducts on the Property, or the temporary storage of trash or waste generated in the normal course of permitted activities.

20) OFF ROAD VEHICLE USE. Use of off road vehicles, including but not limited to all-terrain vehicles, utility vehicles, and snowmobiles, as reasonably necessary uses permitted by this **Exhibit C**, are permitted. Public recreational use of such off-road vehicles is prohibited. The creation of a dirt-bike or moto-cross track is also prohibited.

18) UTILITIES. The installation of underground (i.e. buried) utilities, including the grant of associated rights-of-way for the same, is permitted. The installation of above ground utilities is prohibited. Utilities to serve agricultural buildings or permitted structures are permitted.

19) HUNTING AND TRAPPING. Hunting and/or trapping on the Property is permitted, in compliance with applicable laws and regulations. Grantor, at its sole discretion, may post the Property with signs stating that hunting and/or trapping is permitted or prohibited on the Property and/or may regulate such use as determine necessary to protect the Conservation Values.

19) ALTERATION OF NATURAL WATER COURSES. Manipulation or alteration by Grantor of any natural water course, wetland, stream bank, shoreline, vernal pool or body of water existing on the Property shall be in accordance with federal, state and local government laws and regulations and requirements, including but not limited to permitting requirements of the Utah Division of Water Rights, Utah Division of Natural Resources and the United States Army Corps. of Engineers.

20) SURFACE AND SUBSURFACE MINERAL EXPLORATION AND EXTRACTION. Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of the Easement or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method from the Property is prohibited. If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this Easement is executed, and their interests have not been subordinated to this Easement, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph. Any mineral leases or other conveyances of minerals entered into or renewed after the date of this Easement are subordinate to the terms of this Easement and must incorporate by reference this Easement.

21) PUBLIC ACCESS TRAILS. Grantor may allow for the construction of trails for public outdoor recreational activities such as hiking, biking and equestrian uses.

22) COMMUNITY USES. Grantor may allow the Property to be used for community purposes and to support emergency and wildfire defense services. Temporary events, overnight camping, equipment staging, and the use of helicopters and vehicles for community or emergency purposes consistent with this section is allowed.

23) INCONSISTENT OR ADVERSE ACTIONS. Any action or practice that is inconsistent with the Conservation Purposes or that diminishes or impairs the Conservation Values is strictly prohibited.

Ure Southeast Meadow Conservation Easement

Conservation Easement Baseline Documentation



October 2025

Summit Land Conservancy
(435) 649-9884

PO Box 1775 Park City, UT 84060
www.wesaveland.org

Table of Contents

Exhibit 1 Acknowledgement of Property Condition

Exhibit 2 Executive Summary

Exhibit 3 Property Information

Exhibit 4 Board Approval of Property Transaction

Exhibit 5 Project Selection Criteria and Public Benefit

Exhibit 6 Transaction, Legal, and Professional Review

Exhibit 7 Physical Features

Exhibit 8 Summary or Conservation Resources

Exhibit 9 Appendices

A. Baseline Maps and Photographs
B. Zoning Map and Code for Kamas City
C. Local Management Plans and Support
D. Title Report and Analysis
E. NRCS Custom Soil Report and Ecological Site Report
F. Utah DWR Wildlife Habitat Analysis Tool Report
G. Environmental Inspection Report (redacted)
H. Mineral Remoteness Report
I. West Water Memorandum (redacted)
J. Aquatic Resources Report (redacted)
K. Community Input
L. ALTA/NSPS Survey
M. Acknowledgement of Baseline Conditions to Date

Exhibit 1: *Acknowledgement of Property Condition*

Summit Land Conservancy
ACKNOWLEDGEMENT OF PROPERTY CONDITION

The undersigned accepts and acknowledges that this Baseline Documentation is an accurate representation of the Property at the time the Conservation Easement was transferred to the Grantee.

Property Name: Ure Southeast Meadow

Landowner:
SUMMIT COUNTY

_____
By: Shayne Scott
Title: County Manager
Date: _____

Approved as to form:

_____
By: David L. Thomas
Title: Chief Civil Deputy

Easement Grantee:

Summit Land Conservancy

_____
Cheryl Fox, Chief Executive Officer

Date: _____

Exhibit 2: *Executive Summary*

This report contains the agreements, maps, reports, photographs, and other documentation (hereinafter referred to as the ("Baseline Documentation") pertaining to the conservation easement (the "Conservation Easement") of Ure Southeast Meadows (the "Property") held by Summit Land Conservancy (the "Conservancy").

Purpose of this Baseline Document:
The purpose of this Baseline is to document the current use and condition of the Property to be placed under Conservation Easement and to document any special circumstances, conditions, or occurrences that could affect the future condition or use of the land.

Summary of inventory procedures:
The baseline documentation was prepared during the months of September 2025 through October 2025. Photo documentation was taken during visits by Lauren Page. The land use and history of the Property was gathered from the Landowner communications. Narrative Descriptions were written by Lauren Page, Dominic Snyder, and Kate Sattelmeier.

The information shown on baseline maps is compiled from numerous sources and created by Conservancy staff using Geographic Information Systems (GIS). The maps show an estimated boundary of the easement property and are not guaranteed to display exact accuracy. The recorded legal description of the Property is the controlling property boundary and said boundary is described in the title commitment. Therefore, each individual user of these maps is responsible for determining the suitability for their own intended purpose.

External Resources:
Title Commitment from First American Title, Automated Geographic Reference Center (UTAH AGRC), Summit County GIS website, Eastern Summit County General Plans, Kamas City General Plan, Weber River Watershed Plan, soil report from the USDA Web Soil Survey, Wildlife Habitat Analysis Tool report was generated from the Utah DWR, a Phase I Environmental Site Assessment from Wasatch Environmental, Inc., a water balance report from WestWater Research, LLC, an aquatic resources report from BIO-WEST, Inc, and a ALTA/NSPS Survey from Sumit Engineering Group Inc.

Name and qualifications of preparers and data collectors:

Kate Sattelmeier is the Conservancy's VP of Conservation and Counsel. Ms. Sattelmeier graduated from the University of Tasmania, Australia with a combined Bachelor of Arts/Laws degree. She attended the University of Utah and was admitted to the Utah State Bar in 2001. She has extensive expertise in real estate law, including commercial real estate development, homeowner associations, residential land transactions, real estate financing, and land use issues. Kate joined the Summit Land Conservancy in 2010. As VP of Conservation and Counsel, Kate manages the stewardship of existing conservation easement properties and new property acquisitions. She has worked extensively to raise local government, state & federal funds for acquisitions and is a member of the Land Trust Alliance - NRCS Agricultural Land Easement working group. Kate is also the Mountains and Plains representative for the Terrafirma Members

Committee, a group that provides insurance services to Land Trust Alliance members to address stewardship challenges.

Dominic Snyder is a Conservation Specialist. Dominic assists with funding procurement, landowner outreach, and general conservation duties. Dominic joined the Summit Land Conservancy in 2023 and received a B.S. in Biology with Environmental Emphasis from the University of Utah.

Lauren Page is a Conservation Specialist for the Conservancy, focusing on GIS mapping, conservation easement documentation, and land acquisition projects. She leads the Conservancy's mapping and spatial analysis efforts. Lauren graduated from the University of Utah with a B.S. in Environmental & Sustainability Studies and minors in Earth Science and Geography.

Easement Summary:
The following summary is provided to convey an initial understanding of the easement and rights granted through it to both parties. References should be made to the complete copy of the Conservation Easement for a full understanding of its terms and conditions. A copy of the complete, executed, and recorded Conservation Easement is kept with this Baseline Document in the Summit Land Conservancy's offices, and as a recorded document available through Summit County's website.

Purpose:
The primary purpose of this Easement is to protect the Conservation Values associated with the Property. No activity which shall significantly impair the Conservation Values shall be permitted unless otherwise allowed under this Easement.

Conservation Values:
The Conservation Values and purposes intended to be preserved and protected for the public benefit under this Easement include the Property's agricultural use and future viability, agricultural open space, scenic values, and water quality and availability. In particular, the Property is:

1. Open Space Farmland. The Property is agricultural land, partially irrigated and classified by the Natural Resources Conservation Service (NRCS) as "farmland of statewide importance". It consists of a soil series unique to the Kamas Valley, namely Kovich-Toddspan loams. The Kovich-Toddspan series is poorly drained, allowing for the development of deep hydric soils, which are characteristic of wetland habitats and provide unique anaerobic conditions for wetland plants. The Property is open space that yields a significant public benefit as it is used for the scenic enjoyment of the general public, and such use is supported by clearly delineated government policies, in particular:

    a. Scenic Enjoyment: The Property is open farmland that forms part of the scenic viewshed at the entrance to the City of Kamas. It is highly visible from

Highway 248 and W.200 South and offers a view of an open agricultural field adjacent to other open agricultural land.

b. Kamas City General Plan. The Property is within the City of Kamas. The first policy goal of the Kamas City General Plan is to be a beautiful, organized rural community based on its distinct history of agriculture, open space, and recreation. Specific needs identified by the General Plan include historic preservation, dedicated open space including a "green buffer," new water sources, and pollution control. Protecting the open space farmland on this Property is in line with those goals.

c. Eastern Summit County General Plan: The Eastern Summit County General Plan acknowledges the historic rural and agricultural character of Eastern Summit County and through the Eastern Summit County Agriculture Preservation and Open Space Advisory Committee ("ESAP") aims to facilitate the acquisition of conservation easements and/or restrictions to preserve agricultural lands and open space. The Property meets ESAP criteria for protection.

d. Summit County Open Space Advisory Committee Criteria: Summit County has Open Space Bond funds available for the protection of qualified open lands, important to the people of Summit County. The Open Space Advisory Committee ("OSAC") has identified regions and natural resources that qualify for funding and protection. The Easement purchase is made with OSAC funding contributions as its protection meets key "South Summit" funding criteria for (i) the protection of a watershed and wetlands and the use of water on agricultural lands, (ii) agricultural heritage, and (iii) the mitigation of urban sprawl to agricultural lands.

2. Water Quality and Availability: Preservation of the Property as agricultural land will prevent development and associated storm-water runoff that would increase nutrient and sediment into tributaries of the Weber River. Through the associated drainage and tailwater, the continued use of water shares for irrigation purposes supplies water to proximate agricultural lands and wetlands within the Kamas Meadows. The protection of agricultural lands and water sources within the Kamas Meadows has been identified as an important measure for water resource protection as described in the following plans and policies:

a. Weber River Watershed Plan: The Weber River Watershed Plan aims to address growing water use demands and declining water availability and quality in the Weber River Watershed. The conservation of water supply, important fish species, and important ecological systems that provide aquatic and terrestrial habitats are identified as key conservation goals. The plan recognizes that strategies such as smart growth, preservation of farmlands, and enhanced storm water management are integral to meeting conservation goals. The preservation of farmlands directly contributes to these conservation goals by preventing development that would lead to increased water usage (reduced instream flow),

storm water discharge into the watershed, and the disruption of the natural surface and groundwater system.

b. Utah State Technical Committee Designation: The United States Department of Agriculture has determined the Kamas Meadows to be grassland of special environmental significance pursuant to 7 CFR Section 1468.3 as the Kamas Meadows lands provide protection of a highly sensitive natural resource as identified by the Utah State Technical Committee. Water resources and soils preserve a carbon sink and protect water flow to the Great Salt Lake, which is at risk in the new climate regime expected for Utah. Said designation was established by the Utah State Technical Committee on August 11, 2023.

Property Owner: Summit County

Landowner Contact Information:
Name: Summit County, Lands and Natural Resources Department
Address: 60 N. Main Street, P.O. Box 128, Coalville, UT 84017
Phone: 435-336-3200

Ingress / Egress Longitude and Latitude:
Latitude: 40.637496
Longitude: -111.308810

Parcel Numbers: KT-618-X

Note that this parcel was recently incorporated into Kamas City; prior to that the Tax Parcel was CD-618

Acreage: 10.106

Property Legal Description:
The Land referred to herein below is situated in the County of Summit, State of Utah, and is described as follows:

Beginning at a point 23.13 feet East and 48.21 feet South from the Northwest corner of Section 20, Township 2 South, Range 6 East, Salt Lake Base and Meridian; thence North 89°48'16" East 353.25 feet; thence South 00°09'46" East 1,245.46 feet; thence South 89°11'44" West 352.62 feet; thence North 00°11'33" West 1,249.21 feet to the Point of Beginning.

Location Map:

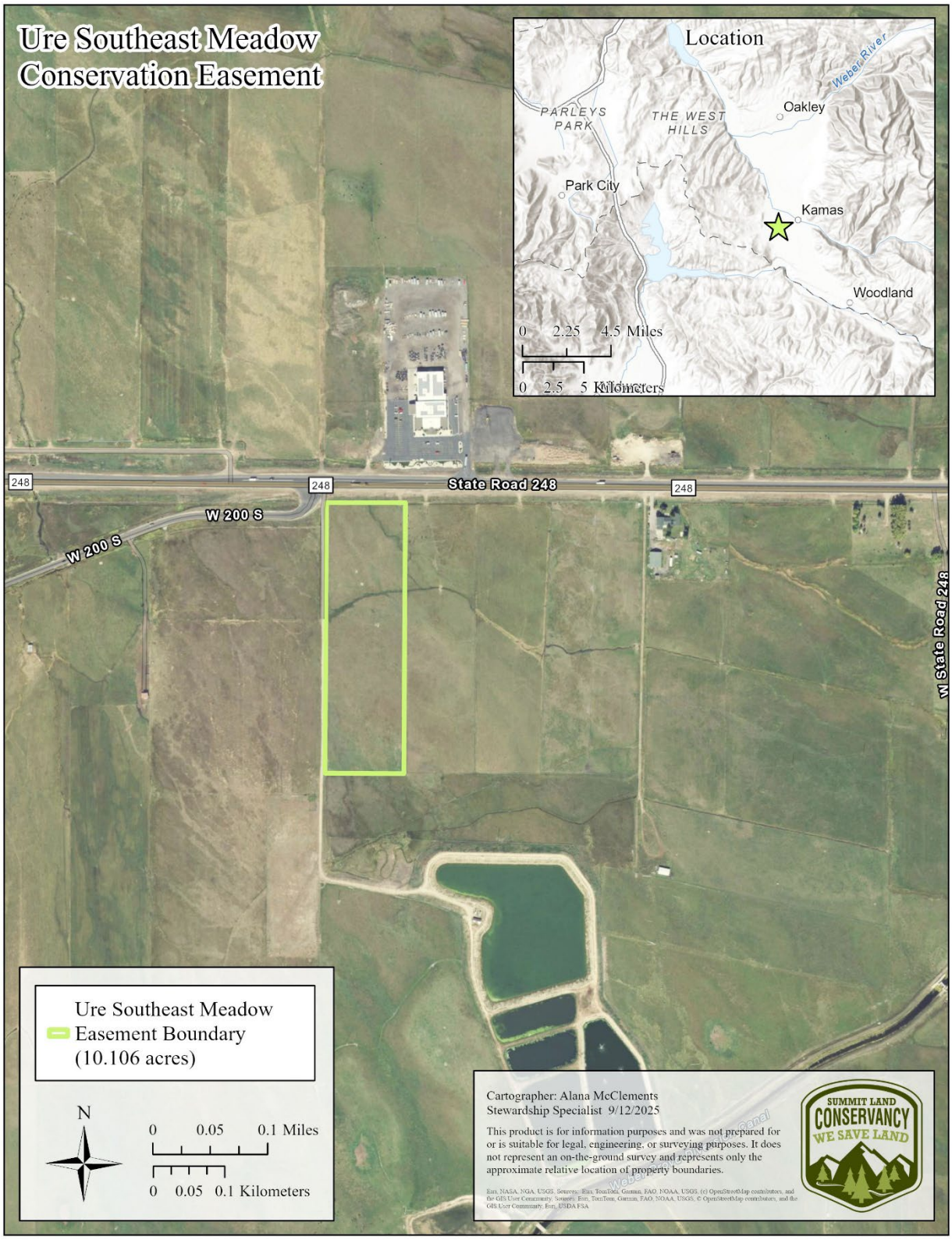


Exhibit 3: *Property Information*

A. Agricultural Land Use

Past

The Ure Ranch began in 1892 when James Ure filed for 160 acres under the Homestead Act in Kamas Valley, including the area around Lambert Lane where the milk barn and farm buildings still stand. In its early years (1890s–1940s), the ranch supported mixed farming, including poultry for supplemental income, while small-scale dairy operations struggled to be profitable, and family members often worked off-farm jobs to sustain operations. After 1944, the ranch expanded its dairy herd, became a significant player in Utah's dairy industry, and grew the ranch footprint to the current 834-acres with hayfields, grazing lands, and upland hills, most of the current farm structures dating from this period. For over 130 years, the Ure family maintained dairy and cattle operations, later focusing on beef production, reflecting the evolution of working lands in Summit County and balancing livestock, hay production, and rural living. The ranch remained family-operated until 2023, when Summit County entered an agreement to purchase it for conservation and open space, ensuring historic structures and landscapes will be preserved to honor the Ure family's agricultural legacy.

Present

This section of the Ure Ranch operates on land totaling approximately 10 acres of pastureland just west of Kamas, Utah. The Summit Land Conservancy and the landowners, in partnership with Summit County, are interested in placing all those acres into conservation easement. The whole Ure Ranch (834 acres) is used as grazing grounds for ~40 cattle, which are rotated onto the Property based on seasonal forage. The Property is easily accessible from UT-248, where there is a gate that allow access to the Property. There is a secondary access gate at the southwest corner that is accessible from a private dirt road perpendicular to the Property.

The Property is irrigated by a system of ditches. A main ditch runs along the northern boundary, from which a lateral extends southeast along the eastern edge for roughly two-thirds of the parcel before turning southwest and continuing across the interior of the Property. Cattle grazing occurs from June-October, and cattle are allowed to graze on leftover hay after it is harvested.

Future

The Property has been acquired by Summit County along with other proximate lands owned by the Ure family. Pursuant to the sales agreement with the County, the Ure family will continue to lease the property for grazing for a period of one year. The lessee intends to continue with the same grazing practices as the previous year. The Property is expected to remain in agricultural use, primarily for crop production and livestock grazing, with potential for limited agritourism or other farm-related enterprises consistent with the conservation easement. Habitat restoration and enhancement projects may occur to improve native vegetation and wildlife habitat.

There is also a possibly for limited, low impact, public recreation such as hiking, Nordic skiing, horseback riding, and picnicking. Lastly, The Property may also be used for

community purposes, including emergency or wildfire response support, with temporary camping or equipment staging as needed. The continued agricultural and or recreational use of the Property is a key component of the conservation easement and the Property's value as long-time open lands within the Kamas Valley.

B. Geographic Setting

Geographic Location and Access

The Ure Southeast Meadow is in Summit County, in the City of Kamas, Utah. The Property is adjacent to and accessible via UT-248. There is also an entrance from a private dirt road that runs parallel to the west border of the Property.

Zoning

The property is 10.106 acres and is zoned AG-5 by Kamas City code. Base density allows for 2 single family units. This easement will extinguish all development rights. At the time of this Baseline, the Property was recently annexed into Kamas City. As such, the corresponding map in Appendix A does not show the property within the boundary of the City. Jill Walstrom, City Planner, confirmed that the Property is entirely zoned Ag-5.

Local Management Plans

Local management plans and policies support the permanent protection of the Property (Refer to Appendix C):

Kamas City General Plan. The Property is in the City of Kamas. The first policy goal of the Kamas City General Plan is to be a beautiful, organized rural community based on its distinct history of agriculture, open space, and recreation. Specific needs identified by the General Plan include historic preservation, dedicated open space including a "green buffer," new water sources, and pollution control. Protecting the open space farmland on this Property is in line with those goals.

Eastern Summit County General Plan: The Eastern Summit County General Plan acknowledges the historic rural and agricultural character of Eastern Summit County and through the Eastern Summit County Agriculture Preservation and Open Space Advisory Committee ("ESAP") aims to facilitate the acquisition of conservation easements and/or restrictions to preserve agricultural lands and open space. The Property meets ESAP criteria for protection.

Summit County Open Space Advisory Committee Criteria: Summit County has Open Space Bond funds available for the protection of qualified open lands, important to the people of Summit County. The Open Space Advisory Committee ("OSAC") has identified regions and natural resources that qualify for funding and protection. The Property meets key "South Summit" funding criteria for (i) the protection of a watershed and wetlands and the use of water on agricultural lands, (ii) agricultural heritage, and (iii) the mitigation of urban sprawl to agricultural lands.

Weber River Watershed Plan: The Weber River Watershed Plan aims to address growing water use demands and declining water availability and quality in the Weber Watershed.

The conservation of water supply, important fish species, and important ecological systems that provide aquatic and terrestrial habitats are identified as key conservation goals. The plan recognizes that strategies such as smart growth, preservation of farmlands and enhanced storm water management are integral to meeting conservation goals. The preservation of farmlands directly contributes to these conservation goals by preventing development that would lead to increased water usage (reduced instream flow), storm water discharge into the watershed and the disruption of the natural surface and groundwater system.

Adjacent Land Use

Nearby properties are agricultural grazing properties, which are standard in the Kamas Valley. Adjacent to the agricultural parcels are some single-family homes, and the main Kamas City area which includes commercial businesses, public facilities, manufacturing, etc.

C. Threats to Conservation Values

Residential Development

Summit County population is growing at an average of 1.5% from 2011-2021, with much of the growth occurring in areas in and around Park City, UT. Although the overall density of the county is lower than the state average, and much of its land is locked up in public national forest, as availability of housing declines in the more urban locations, development pressure is spreading to rural towns such as Kamas and Francis. They are experiencing an increase in development proposals, with three already approved close to Francis. Many high-value homes are being built in the farming communities throughout Summit County, which challenges both the integrity of the agricultural land and waterways, along with the traditional way of life that has characterized Summit County.

Water Source Disruption

Nearby construction is a considerable threat to the Ure Southeast Meadow and other properties within the Kamas Meadows. Changes to wetland soil on these properties may have negative impacts on water transmissivity and aquifer recharge, leading to a decline in the wetland habitat across the Kamas Meadows. Preservation of key wetland parcels is key for continued natural water filtration and recharge, and would impact downstream users along the Weber River.

Invasive (Noxious Weed) Species

Invasive plant species are a problem in Summit County, as they pose a threat to native and agricultural ecosystems. Control through herbicides, grazing, and other techniques is crucial to minimize the effects of invasive species spread.

Wildlife Depredation

The Kamas Valley is a crucial summer and winter habitat for many big game species, as well as an important habitat for waterfowl. The increased development in the valley is a threat to this wetland habitat, and it is of utmost importance to protect these lands for migratory corridors.

Trespassing / Recreation

The Property is easily accessible from public roads but offers limited recreational opportunities (there are no trails, streams for fishing or places suitable for camping). Although the Property is adjacent to public roads and there is a risk of littering and trespassing, the Property is highly visible and has not often seen unauthorized access.

Exhibit 4: *Board Approval of Property Transaction*

Summit Land Conservancy
Board Resolution

Authorizing Ure Southeast Meadow Conservation Easement

WHEREAS, the Summit Land Conservancy exists to protect lands and waters that are important to our communities, and;

WHEREAS, the Ure Southeast Meadow property meets the Conservancy's Project Feasibility Criteria, and;

WHEREAS, the Summit Land Conservancy, in collaboration with Summit County, has agreed to pursue the permanent conservation of 10 acres and appurtenant water rights currently owned by the Ure family and subject to an option to purchase with Summit County, and;

WHEREAS, the Board of Directors has reviewed a summary of the project and has discussed the project at a scheduled meeting of the Board, and;

WHEREAS, the public benefit of this conservation project includes conserving the following conservation values in perpetuity: Public recreation, water quality, wildlife habitat, scenic viewshed corridor, natural open space.

NOW, THEREFORE, BE IT:

RESOLVED that the Board of Directors hereby authorizes the Summit Land Conservancy staff to proceed with the transaction, including entering into a letter of intent, grant applications (including NRCS applications), contracts, grant agreements, warranty deeds and/or conservation easements. Furthermore, staff is authorized to release organizational resources for staff time, transaction costs, and other expenses necessary to ensure that the project is completed in accordance with the Land Trust Alliance's Standards and Practices as adopted by the Summit Land Conservancy.

Approved by the Board of Directors at its scheduled meeting on September 18, 2025.

Cheryl Fox
Chief Executive Officer

Summit Land Conservancy Board Resolution - Ure Southeast Meadow September 18, 2025

Exhibit 5: *Project Selection Criteria and Public Benefit*

Project Feasibility Criteria

Project Name: Ure Southeast Meadow

Location: Kamas, UT - Summit County

Acres in project: 30

GUIDELINES

The Summit Land Conservancy's Board of Directors has established the following guidelines for all conservation transactions. Staff will evaluate all potential transactions using these criteria. Projects that meet most of these criteria will be presented to the Board along with a project summary form for the Board's discussion and approval. The Board of Directors will evaluate and approve or deny each project based on its own merits after careful investigation of the property, the natural resources, potential conservation values, and its public benefits.

Mandatory Criteria: Staff will only present the Board with projects that:

- fulfill the Summit Land Conservancy's mission,
- provide clear public benefit,
- are within our capacity to complete - including raising dedicated stewardship funds,
- are located in the Wasatch Back area of Northern Utah,
- support local governmental land use plans,
- are of sufficient size that the conservation resources are likely to remain intact, even if adjacent properties are developed, and
- contain one or more of the conservation values described in IRS Code Section 170(h)(4)(A)

CRITERIA: a property must also provide one or more of these public benefits:

1. Provides public recreational access or trails, or the potential for recreation and trails. No.
2. Can be seen from public view spots and contributes to the open and uncluttered nature of the community view shed. Yes, the property can be seen from W SR 248 when driving towards the heart of downtown Kamas.
3. Contains *critical* wildlife habitat (endangered, threatened, or rare species), aquatic habitat, migration corridors or threatened natural communities. None known, but the property is utilized by many migrating species.
4. Contains relatively natural wildlife habitat ecosystems, and/or may provide a migration corridor for large game. Yes, it contains crucial habitat for mule deer and provides habitat for many migratory avian species.
5. Offers significant visual relief from urban closeness, provides a buffer between developed areas and/or helps define a community boundary. Yes, it would

continue to provide relief from the encroachment of development in the Kamas Valley.

6. Has water sources or hillsides important to the watershed, and preservation or enhancement will maintain or improve water quality. Yes. The property's soil is connected to the larger wetland and watershed system in Kamas Valley.
7. Has historic or archaeological value or is adjacent to and a buffer for such lands. Yes.
8. Is adjacent to already protected land. Yes, it is a part of the larger Ure Ranch project with Summit County and is south of the Ure Ranch Phase I active project that is 185 across from the property on the north side of SR248 and is adjacent to the Ure Ranch "Homestead" parcels.
9. Provides opportunities to mitigate the effects of climate change, such as refugia for wildlife or carbon sequestration. Yes, the property provides migration corridors for animals throughout the seasons.
10. Staff have reviewed the transaction to ensure that there is no impermissible private benefit or impermissible private inurement. Yes.

Total Positive Criteria: 8 of 10

Additional Public Benefits (if any)

Adverse Criteria

A property may meet the selection criteria favoring a land protection proposal and still may not be accepted if:

- the proposed open space is part of a development proposal which, overall, is likely to have significant adverse impacts on conservation resources,
- the landowner and Conservancy cannot agree on provisions in the easement,
- the property is found to be irreparably contaminated,
- the project is part of a syndicated transaction,
- ethical or public image problems exist in association with the acceptance of this project.

None

Exhibit 6: *Transaction, Legal, and Professional Review*

A. Transaction Information and Background

The Property is part of an ~850-acre land holding owned by members of the Ure family since the family moved to the Kamas Valley in 1892. Some family members are retaining ownership of their homesite on Lambert Lane, and the balance of the Ure land has been for sale in recent years. Summit County entered into an Option Agreement for purchase of 834.897 acres in March of 2023. Funds for the acquisition were to come from the County open space bond agreed to by Summit County voters in 2021, and from other funding sources available for the protection of open lands.

Summit County conducted several community open houses to allow public input on the whole 834 acres of the Ure land, discussing several options for the space including public recreation, agriculture operations, community housing, educational opportunities, and open space. The community was strongly against any community housing or development of any kind, with majority of input stating that the land should remain as open space and in agriculture (see Appendix K for details).

B. Title Encumbrances

A copy of the title commitment and an analysis and summary of the title encumbrances is attached as Appendix D.

C. Water Quality and Resources

The Property is irrigated through seepage from adjacent ditches from properties to the south, seepage from the ditches on the parcel, and the wetland areas on the parcel. The Kamas Meadows are connected to the Weber River at the north of the valley, which flows to the Great Salt Lake. Protecting this valley, which has been designated of special significance by the Utah State Technical Committee of the United States Department of Agriculture, is of upmost importance to sustain clean water in the watershed. The USDA letter regarding the Kamas Meadows designation is attached as Appendix C.

A Water Report was commissioned by West Water Research and according to the report, The Property has 80 Seep Ditch shares at 24 AF, which serves the northern half of the Property (3.65 acres). This is the only field in the entire Ure Ranch 834-acre property that is fed by the Seep Ditch, making it largely in surplus. The southern half of the property currently has an annual shortage due to not having any ditches that feed it. The author recommends that the field would benefit from having supplemental water rights assigned through a modified Change Application. See Appendix I for the full report.

D. Mineral Estate

In a search of the BLM GLO records, it was discovered that they are erroneous with regard to the location of the Southeast Meadow property which lies within the NW ¼ of section 20 of T2S R6E (the patent however is for the SW1/4, where the mineral estate was not reserved to the United States). The Conservancy is not aware of any other evidence to suggest the mineral estate has been severed from the surface estate. Refer to the mineral ownership report in Appendix H.

E. Survey
Summit County obtained an ALTA survey of the entire 834 acre property. Details of the 10 acre portion can be found in Appendix L.

F. Environmental Site Assessment
Summit County ordered a Phase I Environmental Site Assessment for the property. See Appendix H for each of this report.

G. Legal Review
All relevant legal documentation, including the easement deed itself, has been drafted or reviewed by Kate Sattelmeier, the VP of Conservation and Counsel for the Summit Land Conservancy. Summit County's Chief Civil Deputy, David Thomas, also reviewed the conservation easement and relevant legal documents.

Exhibit 7: *Physical Features*

A. Hydrology

Watershed:

The property is within the Weber River Watershed, more specifically the Upper Weber River Watershed. The entire Weber River Watershed drains 2,400 square miles of mountain topography and spans from the western slopes of the Uinta Mountains, over the Watasch Mountains, and to the shores of the Great Salt Lake. The headwaters of the Weber River begin at the base of the Uinta Mountains and flow through multiple valleys before reaching the Great Salt Lake.

Irrigation Canals and Ditches:

A main ditch runs along the northern boundary, from which a lateral extends southeast along the eastern edge for roughly two-thirds of the parcel before turning southwest and continuing across the interior of the Property. There is an addtional small ditch that runs along the southern border.

Wetlands and Floodplain:

Some of the property contains freshwater emergent wetlands, which stay saturated for most of the summer and into the fall. See the Hydrology & Soils map in Appendix A and see Appendix J - Ure Properties Aquatic Resources Report for addtional information and water delination maps.

B. Soil Composition

Soil surveys are conducted to provide information about the soils, landscapes, general patterns of drainage, and kinds of bedrock that exist in a specific area. A soil survey was taken of the Property subject to Conservation Easement using Natural Resource Conservation Service (NRCS) data. The survey determined that the entirety of the property is comprised of the Kovich-Toddspan Loams, which is classified as farmland of statewide importance. Refer to Appendix E for more information.

C. Geology

The entirety of the property's geologic setting is Alluvium deposits from the Holocene to the Pleistocene. It is described as boulder to pebble gravel, sand, silt, and clay deposited in channels and flood plains of streams. Thickness as much as 3 m.

During the site visit, the Property was observed to be rocky, with numerous cobbles scattered throughout. Several bones, mostly bovine, were also noted on the surface.

D. Flora and Vegetation

The majority of the property is in the *Interzonal Wet Fresh Meadow (sedge) Ecological Zone.*

These ecological sites are dominated by Meadow sedge (*Carex praticola*), and tufted hairgrass (*Deschampsia cespitosa*). Other plant that may have been present included Kentucky bluegrass (*Poa pratensis*), Baltic rush (*Juncus balticus*), field sedge (*Carex praegdracilis*), Timothy (*Phleum pratense*), creeping bentgrass (*Agrostis stolonifera*), dropseed (*Sporobulus spp*.), red clover (*Trifolium pratense*), white clover (*Trifolium repens*), ragweed (*Ambrosia spp*.), Canada thistle (*Cirsium arvense*), and weeping willow (*Salix spp*.).

The USGS categorizes this ecoregion as “unforested Mountain Valleys” which are affected by cold temperatures, have short growing seasons, and contains terraces, flood plains, alluvial fans, and hills.

E. Wildlife

The property is in the Kamas Valley which is described by the Utah Division of Wildlife Resources as having substantial-crucial summer habitat for mule deer. The Kamas unit management plan for Mule Deer notes that lower elevation winter range, where the Ure property is located, is the limiting factor on the Kamas unit for deer populations. It states that “the largest threat to mule deer habitat in the Kamas area is the direct loss of crucial winter range acres due to development and urbanization,” and advises to “minimize or mitigate impacts from large-scale development.” Additionally, the Property serves as a habitat for migratory waterbirds like Sandhill cranes.
See Appendix G for the full DWR Wildlife report.

F. Structures, Roads, and Infrastructure

This section of the Ure property has no set internal roads or structures beyond the entrance gate, and one additional access gate on the southwest corner. There is one culvert on the Property, just as you enter that allows for access across the north irrigation ditch. 4x4 tracks were visible during the baseline site visit of the Property, indicating the usual access roads and routes. There were various fence materials such as wood posts as well as agricultural features such as a livestock feed bucket found on the Property.

Exhibit 8: *Summary of Conservation Resources*

A. Agricultural Productivity:
The property is comprised of grazing land with native and non-native vegetation. Historically the property has been continuously modified to support agricultural grazing including removal of tree and shrub species, grading, flattening, planting grasses, tilling, dispersing water, and modifying water flows through canals and ditches. Currently much of the property is comprised of wet meadow grass, grass-like and forb species utilized for cattle grazing. It is irrigated through canals, ditches, and sluice gates and is part of the greater Kamas Meadows irrigation system.

B. Vegetation
Vegetation on the Property is made up of almost entirely of grass, grass-like, and forb species like much of the agricultural land in the Kamas Valley. These wetland meadow grasses connect to the larger ecosystem in the valley.

C. Water Quality and Resources
The wetland meadows on the property connect to the Weber River at the north end of the valley, which flows to the Great Salt Lake. Protecting this valley, which has been designated of special significance, is of upmost importance to sustain clean water in the watershed.

D. Aesthetic/ Visual Resources:
The Property is open agricultural land adjacent to SR 248 and W 200 S, being one of the first things you see when you enter the Kamas Valley. The viewshed is comprised of wet meadows, streams, and largely undeveloped agricultural lands. It is part of the Kamas Meadows, an open land buffer to the small and rural municipalities of Kamas and Oakley.

Exhibit 9: *Appendices*

A. Baseline Maps and Photographs
    i. Location
    ii. Tax Parcels
    iii. Proximate Protected Land
    iv. Proximate Agricultural and Developed Land
    v. Land Use
    vi. Geology
    vii. Hydrology & Soils
    viii. Avian Habitat
    ix. Mule Deer Habitat
    x. Ecoregions and Dominant Vegetation
    xi. Photograph Locations
    xii. Photograph Pages
    xiii. Photograph Descriptions
B. Zoning Map and Code for Kamas City
C. Local Management Plans and Support
D. Title Report and Analysis
E. NRCS Custom Soil Report and Ecological Site Report
F. UDWR Wildlife Habitat Analysis Tool Report
G. Environmental Inspection Report (redacted)
H. Mineral Remoteness Report
I. West Water Memorandum (redacted)
J. Aquatic Resources Report (redacted)
K. Community Input
L. ALTA/NSPS Survey
M. Acknowledgement of Baseline Conditions to Date



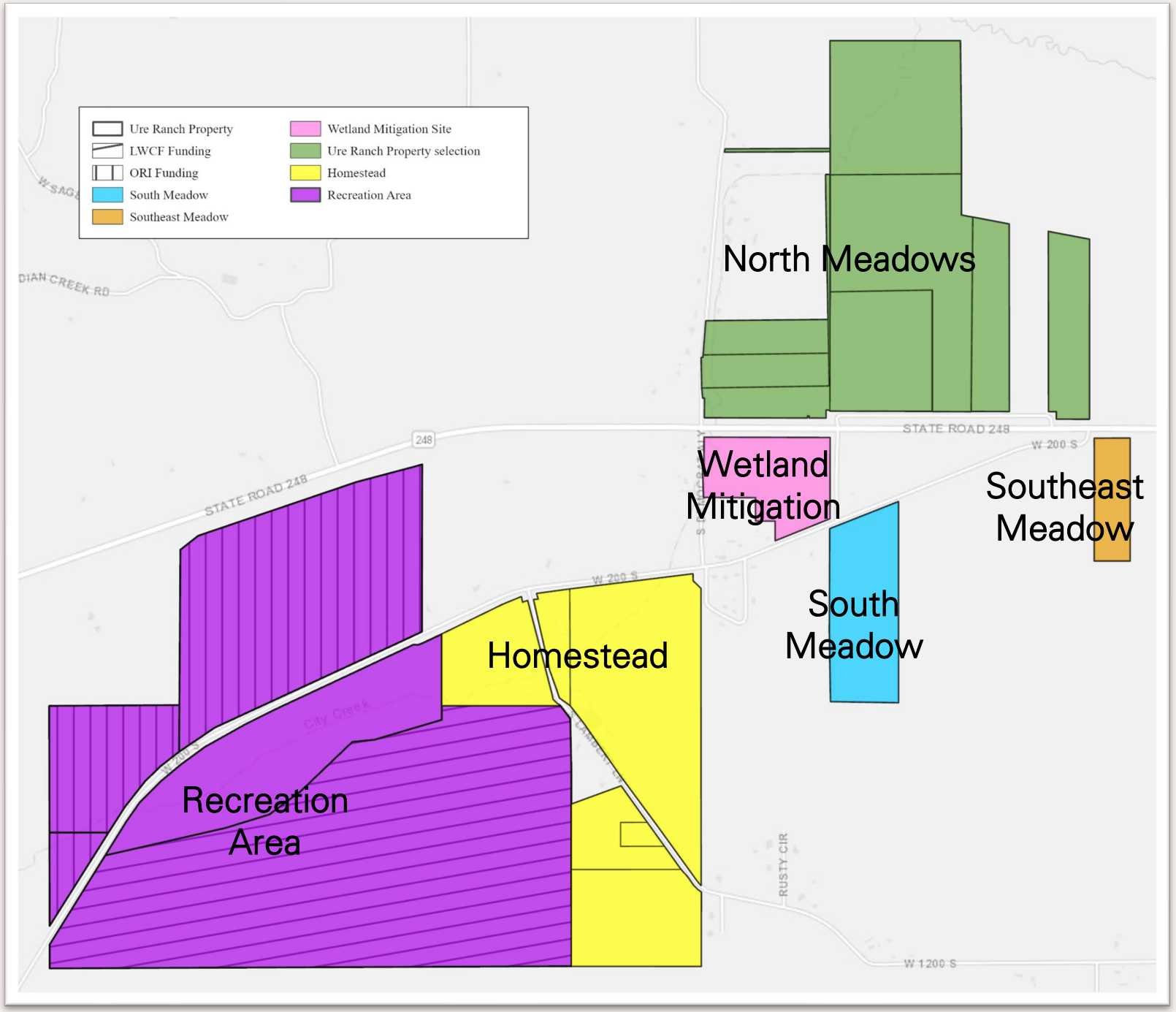
Ure Ranch Conservation Easements & Baseline Documentation

Jess Kirby, Director
Lands & Natural Resources

06/24/2026

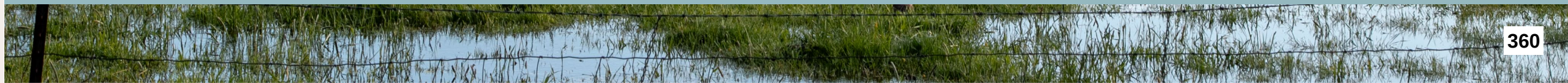
	Conservation Area		
	Recreation Area	South Meadow	Southeast Meadow
Allowed Uses	• Non-motorized recreation (hiking, biking, equestrian, Nordic skiing) • Public access, trails, and recreational amenities (benches, kiosks, restrooms, shelters) • Public events and gatherings • Grazing and limited livestock infrastructure • Habitat restoration and vegetation management • Hunting and trapping (per law) • Maintenance of existing utilities; underground utilities and renewable energy • Cultural resource protection and educational uses	• Agricultural production (crops, grazing, beekeeping) • Agricultural structures (within impervious surface limits) • Non-motorized recreation and public access • Recreational amenities and community uses (fields, gathering areas, emergency staging) • Road maintenance and limited new roads (with approval) • Habitat restoration, fire suppression • Hunting and trapping • Limited agriculture-related commercial uses (e.g., agritourism)	• Agricultural uses (crop production, grazing, beekeeping) • Agricultural structures (limited footprint) • Non-motorized recreation (hiking, riding, skiing, camping) • Trails and outdoor recreation infrastructure • Public/private events and educational uses • Habitat restoration and fire suppression • Hunting and trapping • Limited agriculture-related commercial uses and agritourism • Underground utilities (with approval)
Prohibited Uses	• Residential, commercial, or industrial development • Subdivision or partition of property • Motorized recreation (except admin/emergency uses and limited e-bikes) • New above-ground utilities • Mining or mineral extraction • Hazardous material dumping/storage • Billboards or commercial signage • Vegetation removal or introduction of non-native species (outside approved uses) • Any use impairing Conservation Values	• Residential or industrial development • Non-agricultural commercial/industrial uses • Subdivision or partition • Public off-road vehicle recreation / motorized recreation • Hazardous material dumping/storage • Above-ground utilities • Mining or mineral extraction • Billboards (non-property-related) • Unauthorized water development or alteration	• Residential, industrial, or most commercial development • Subdivision or separate ownership • Public off-road vehicle use • Above-ground utilities • Mining or mineral extraction • Hazardous material dumping/storage • Billboards unrelated to property • Commercial feedlots • Any activity impairing Conservation Values

Ure Ranch CE Areas





Discussion



Jess Kirby, Director
County Lands and Natural Resources

e. jkirby@summitcountyutah.gov

summitcounty.info/ureranch

SUMMIT COUNTY
COUNTY LANDS + NATURAL RESOURCES

910 CATTLE RANCH

RECREATION MANAGEMENT PLAN WORK SESSION



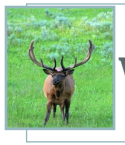
SUMMIT COUNTY UTAH

Summit County Lands and Natural Resources

05/20/2026

COMMUNITY ENGAGEMENT

WE ARE HERE



Wildlife

June 3, 2024
Department Wildlife Resources, Trout Unlimited, Save People Save Wildlife, Rocky Mountain Elk Foundation, Turkey Foundation, Mule Deer Foundation.



Conservation

September 18, 2023
Utah Open Lands, Summit Land Conservancy, The Nature Conservancy, & Save Our Canyons



Recreation

October 6, 2023
Basin Recreation, Park City Municipal, Mountain Trails Foundations, Utah Department of Outdoor Recreation, private recreation outfitters



Watershed Restoration & Protection

November 12, 2024
East Canyon Creek Watershed Committee, Snyderville Basin Water Reclamation and Utah Department of Water Quality, Salt Lake Public Utilities, Trout Unlimited



Grazing & Ranching

June 14, 2024
Utah Grazing Improvement Plan, USU Agriculture Extension, Local Producers/Grazers, Local Consultants



Education & Research

November 8, 2024
USU, Swaner Nature Preserve, k-12 schools, private outdoor education, and daycare centers



Forest Management Plan

March 2024
Forestry, Fire, and State Lands. Completion date December 2023

DEC 2024

COMBINED PROFESSIONAL & PRACTITIONER INPUT

PUBLIC SURVEY

5 PUBLIC OPEN HOUSES

STAKEHOLDER INPUT

DRAFT MANAGEMENT PLANS

PUBLIC WORK SESSION WITH COUNCIL

FFSL Resource Management Plan Approval

COMMUNITY ENGAGEMENT

9-County Council Work Sessions

8-Practitioner Roundtables

Conservation, Recreation, Forestry, Wildlife, Grazing, Education, Watershed, Forestry, Cumulative

5-stakeholder Meetings

- 3- Selected Stakeholder
- 1- County Staff Only
- 1- Chamber of Commerce – Sustainable tours review

5 Public Open Houses

1 Community Survey (1,380 responses)

2 Jeremy Ranch HOA Meetings

3 Rotary Presentations

1 Public Hearing

33 INDIVIDUAL ENGAGEMENT OPPORTUNITIES

PRACTITIONER ROUNDTABLE OUTCOMES

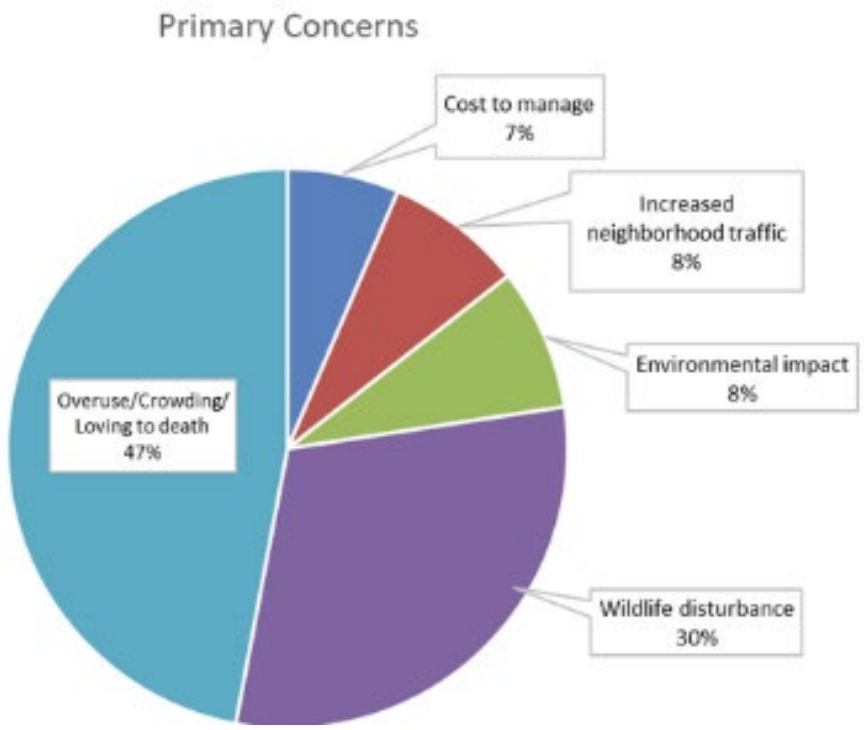
CHALLENGE: Balancing sustainable funding, accessibility, enforcement, impacts to wildlife, ecological resilience, and restoration and stewardship actions while aligning stakeholders and the public on a transparent and unified vision and while managing for landscape scale adaptability in the face of diverse priorities.

MISSION: To transform the 910 Ranch into a high-functioning ecological landscape by protecting, restoring, and enhancing its notable ecosystem attributes; protecting wildlife; and managing the land through stewardship, thoughtful recreation, and adaptive practice for the lasting enjoyment of our community.

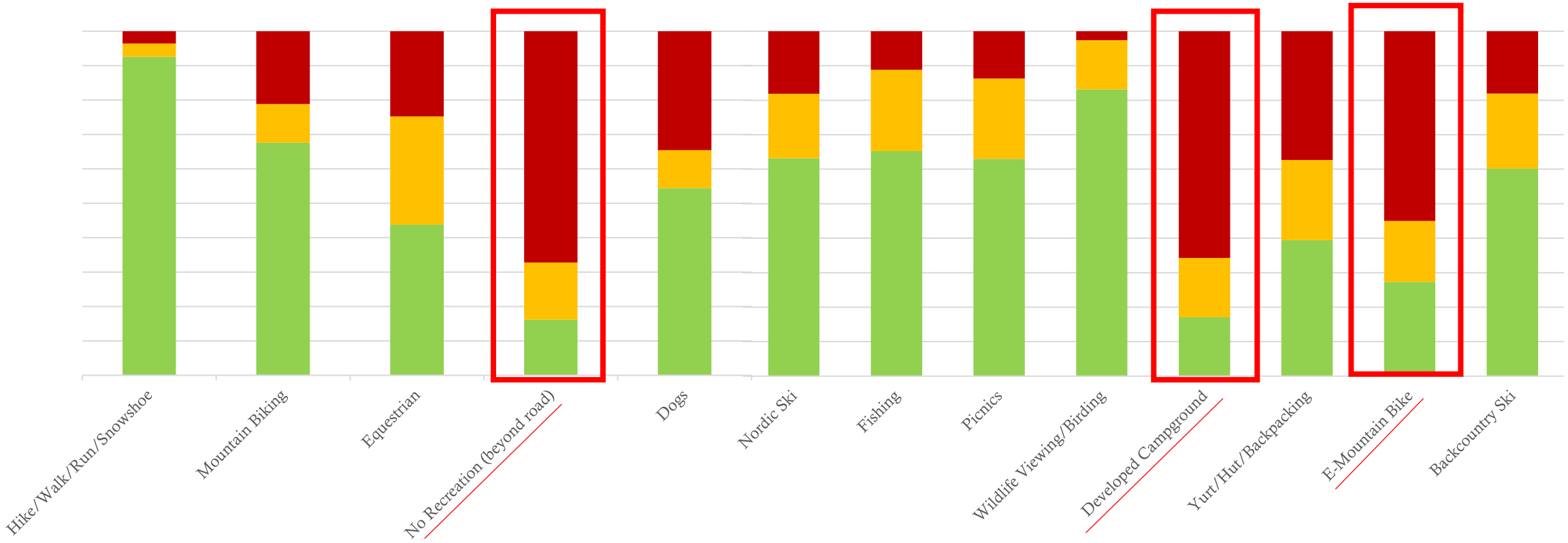
VISION: To balance a healthy ecological landscape with benefits for the public.

SURVEY RESULTS
CONCERNS

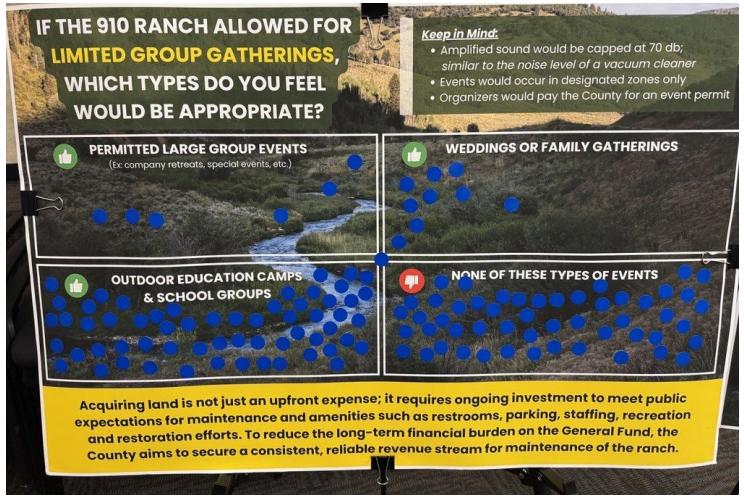
DON'T LOVE IT TO DEATH

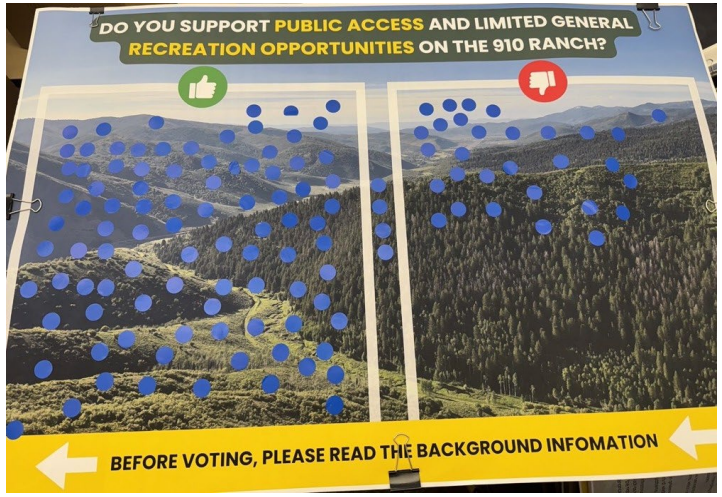


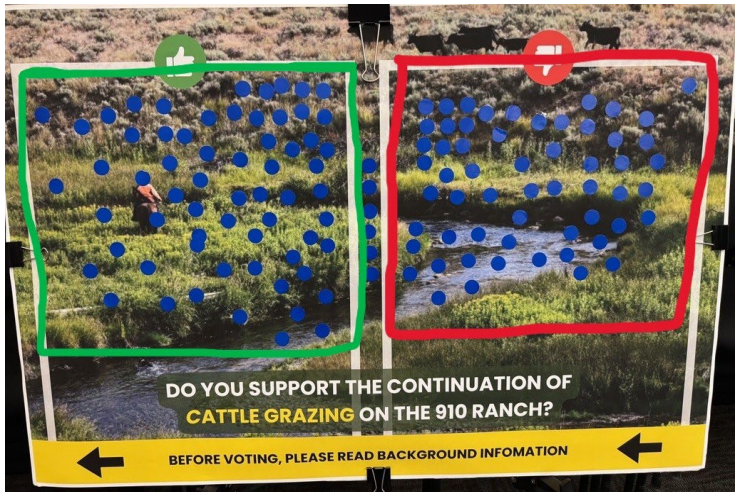
SURVEY RESULTS
RECREATION

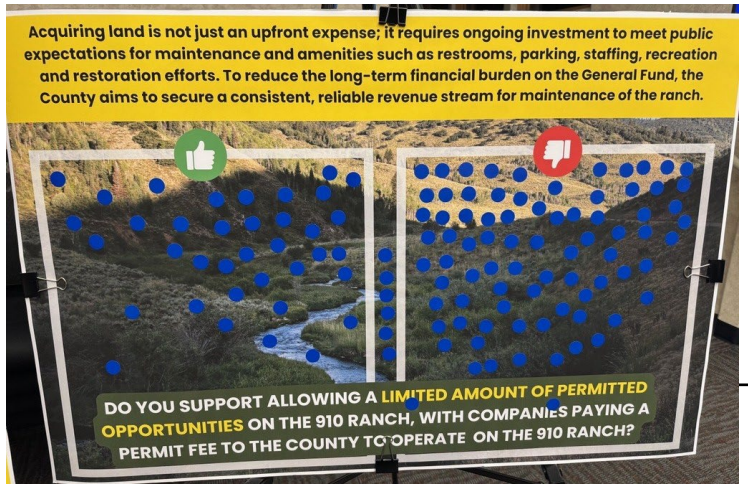


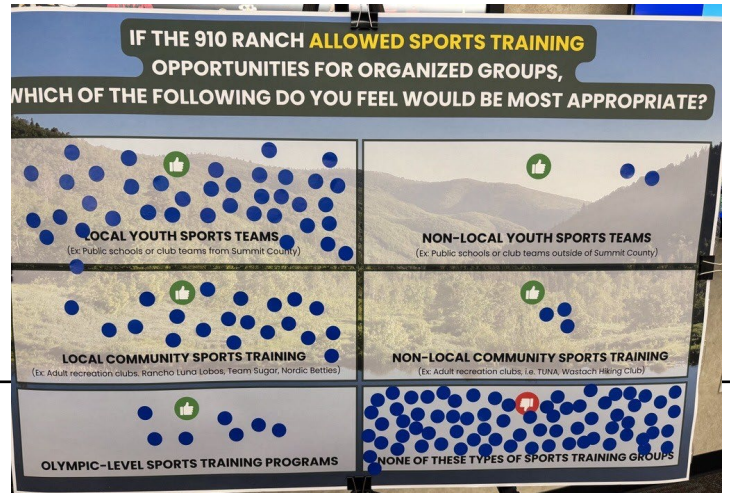
PUBLIC INFORMATION OPEN HOUSES

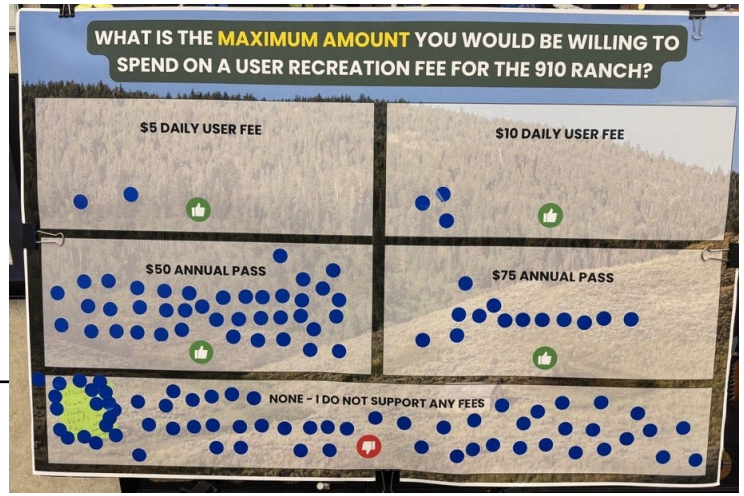












STAKEHOLDER MEETINGS
RECREATION



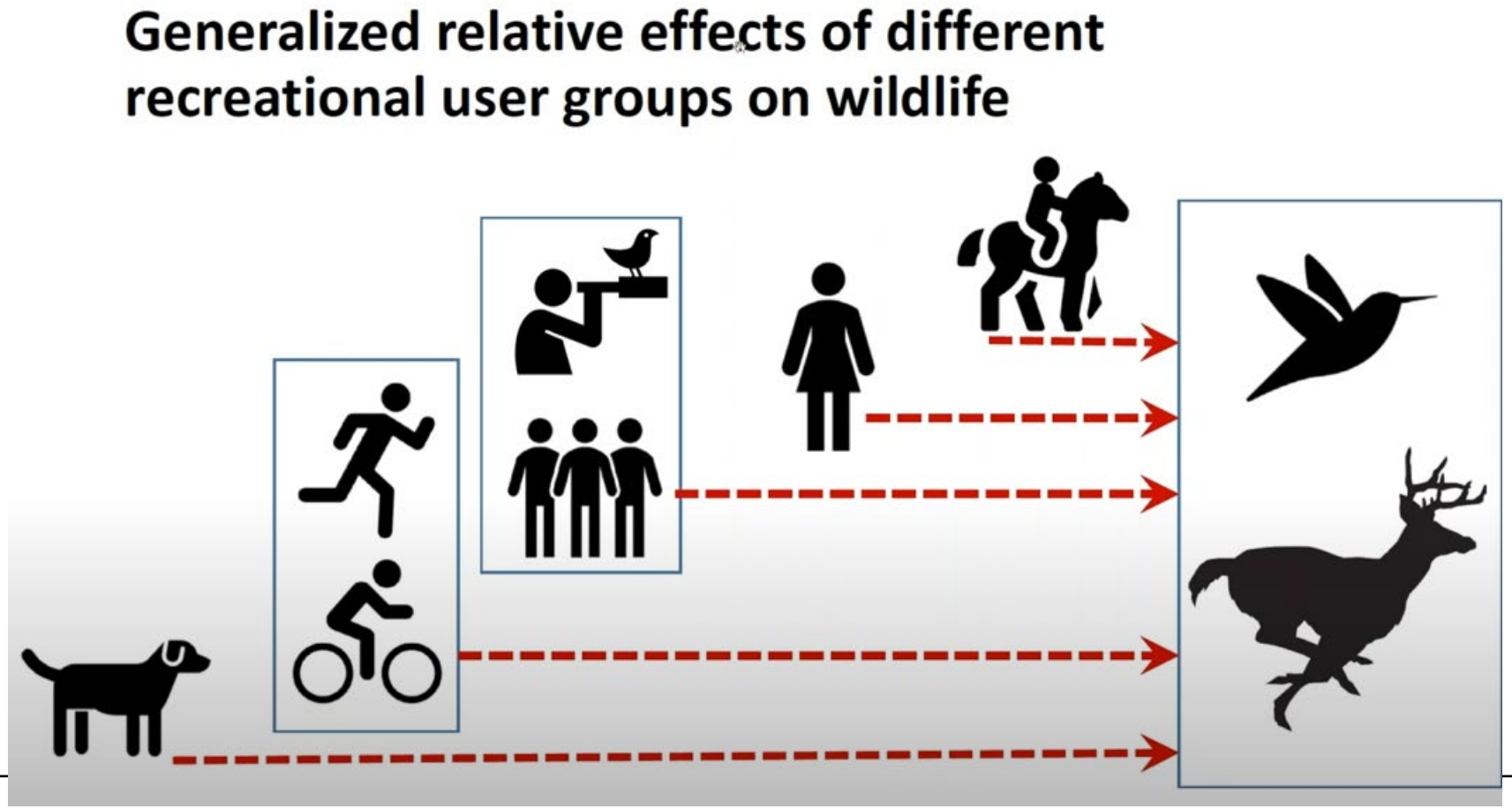
PARTICIPATING
Jeremey Ranch HOA
Private Landowners
Basin Recreation
Morgan County
Salt Lake Public Unities
Utah Dept Wildlife Resources,
Outdoor Recreation, and State Parks

HELD 3 MEETING TO DISCUSS
- Planning Zones
- Use Policies
- Recreational Opportunities.

Public Comment Opportunity
- 35 public participants

MANAGEMENT DECISIONS

WHAT TYPE AND HOW MUCH RECREATION?



THE RECREATION MANAGEMENT PLAN

What the plan DOES NOT PROMOTE

- High-impact development that could compromise conservation values
- Motorized use, except for emergency response, land management, and maintenance
- Paving of roads or parking areas
- Support for broad or unrestricted recreation
- Uncontrolled or “unhinged” trail development that encourages wildlife harassment



Photo Credit: David Jackson -Park Record

THE RECREATION MANAGEMENT PLAN

What the plan **DOES PROMOTE** :

1. Public Access & Strategic Recreation
Provides mandated public access consistent with federal funding requirements and community sentiment
Directs recreation to strategic locations to balance use and resource protection

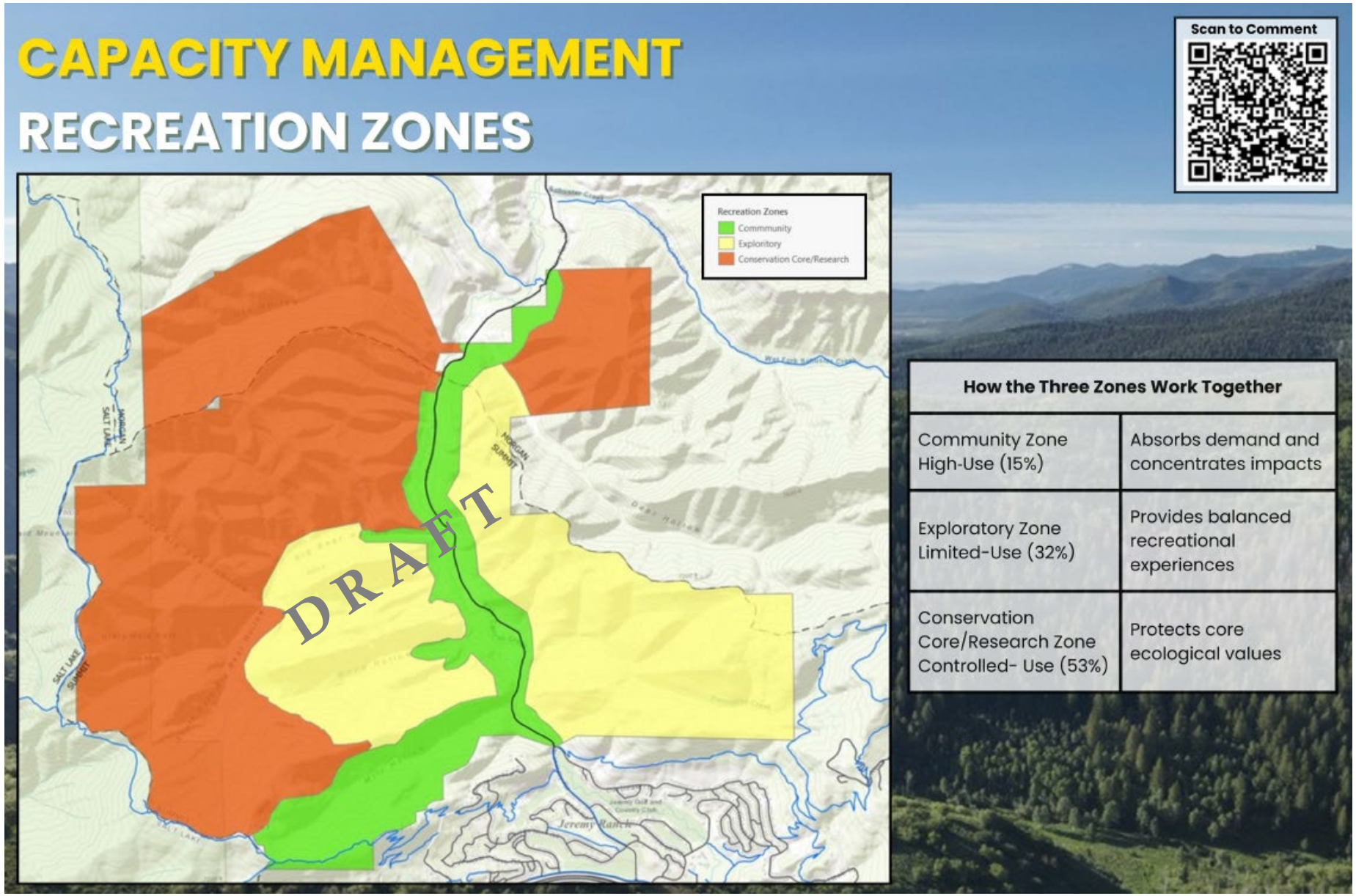
2. Low-Impact Design & Character
Promotes a quiet, non-mechanized landscape character, with 53% of acreage under restricted access
Emphasizes minimal, intentional, and purpose-driven recreation
Minimizes long-term environmental impacts through low-impact design

3. Wildlife Protection & Recreation Management
Programs recreation use and behavior to minimize impacts on wildlife
Integrates design and management approaches that support habitat protection

4. Governance, Stewardship & Enforcement
Establishes strict policies, monitoring, and enforcement to protect conservation values
Frames public use as a privilege contingent on responsible stewardship
Promotes restoration, research, and stewardship

5. Adaptive Management & Long-Term Conservation
Follows an adaptive management framework to respond to changing conditions
Ensures long-term ecological integrity, scientific value, and conservation of the Ranch for future generations

THE RECREATION MANAGEMENT PLAN

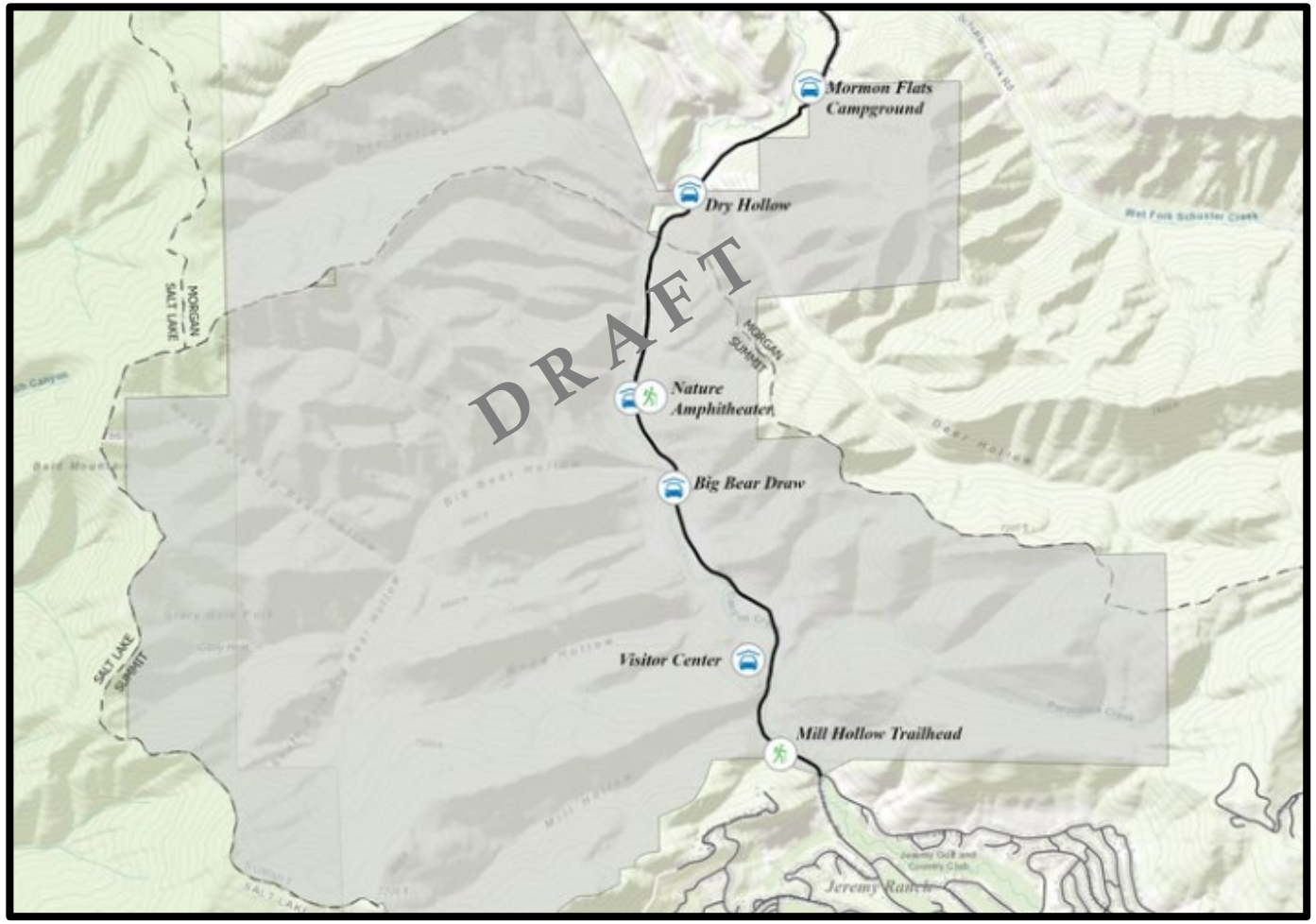


THE RECREATION MANAGEMENT PLAN

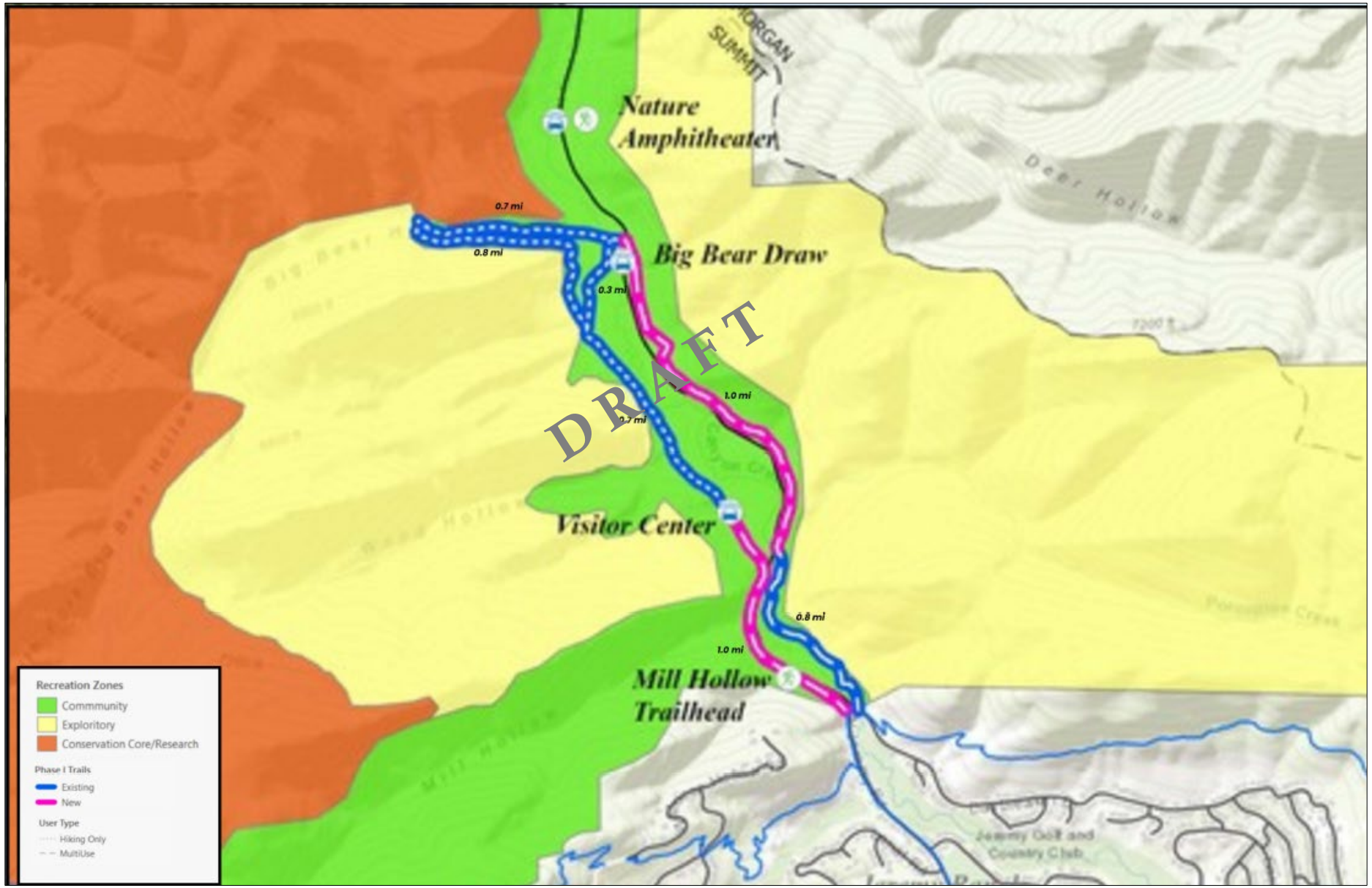
PROPOSED CAPACITY MANAGEMENT

PAID PARKING PILOT PROGRAM

PHASED INFRASTRUCTURE



THE RECREATION MANAGEMENT PLAN



THE RECREATION MANAGEMENT PLAN

PROPOSED USE POLICIES

1. Commercial Use Policy
2. Memorial Policy
3. Dog Policy
4. Non-Commercial Large Group Policy
5. Picnic Area and Nature Amphitheater Rental Policy
6. Special Events Policy



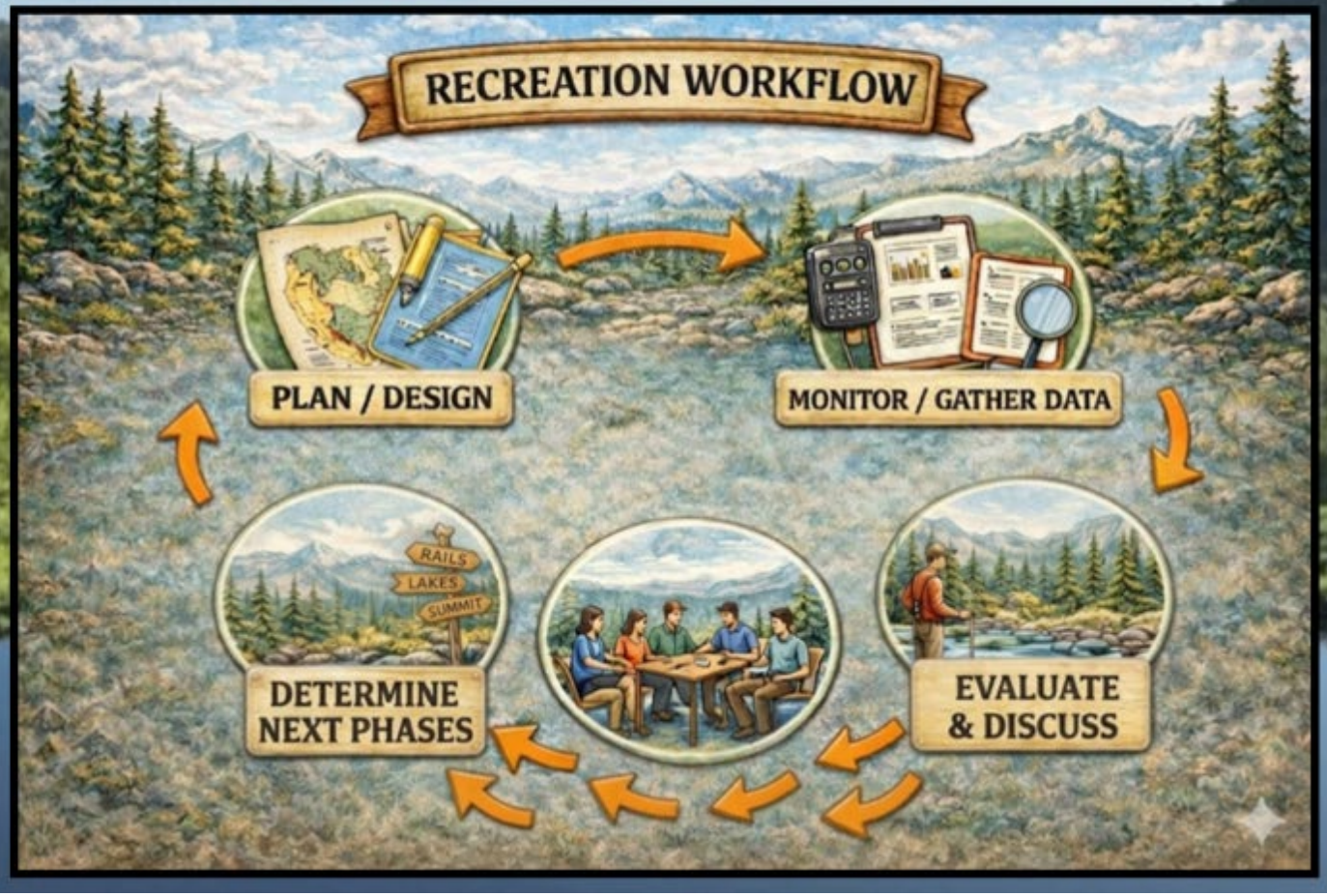
THE RECREATION MANAGEMENT PLAN

RECREATION MANAGEMENT PLAN

ADAPTIVE MANAGEMENT

The Recreation Management Plan is designed as an **adaptive management** framework that purposefully utilizes a **phased approach** to develop trails and amenities. Each phase is supported by a **robust monitoring and data-gathering system**, ensuring that real-time insights inform all future implementations.

While the initial phase introduces critical pilot programs—specifically those governing public use policies—certain elements of the plan remain purposefully direct by establishing **an immediate carrying capacity** through strictly defined parking and access limits.



WHAT'S NEXT

Resource Management Plan

- Recreation Plan
- Grazing Analysis
- Forest Stewardship Plan
- Wildlife Management Plan
- Adaptive Management and Monitoring Plan
- Noxious Weed Management Plan
- Recreational Fishery Study
- Watershed Health Analysis

Informed by the
Baseline Assessment Report
AND
Ongoing Data Collection

= GRAND OPENING


DISCUSSION

STAFF REPORT

To:	Summit County Council
From:	Jess Kirby, Land and Natural Resources Director
Date of Meeting:	June 24, 2026
Type of Item:	Public Hearing - Discussion Regarding the 910 Ranch Recreational Programing and Future Planning

I. BACKGROUND.

On May 20, 2026, staff held a work session with the Council during which public comment was intended (see prior staff report packet for full details, available on the Summit County Agenda Center). However, due to a staff oversight in the public notice, the meeting was not properly noticed to allow for public comment.

This meeting, which has been correctly noticed as a public hearing, is intended to formally conclude the public comment period for the 910 Ranch recreation management planning effort.

Following the close of the public hearing, staff will consider all public input—including feedback gathered over the past three years—and, with that input, finalize the 910 Ranch Resource Management Plan ("RMP"). The RMP is a required document and must be formally approved by the Conservation Easement Grantee (the Utah Department of Natural Resources, Division of Forestry, Fire and State Lands) prior to implementation.

II. PURPOSE.

Host a public hearing and formally conclude the public comment period for the 910 Ranch recreation management planning effort.

III. PUBLIC PROCESS.

The RMP reflects nearly three years of public engagement, total 33 individual engagement opportunities including:

- 9 County Council work sessions
- 8 Practitioner Roundtables (Conservation, Recreation, Forestry, Wildlife, Grazing, Education, Watershed, Forestry, Cumulative)
- 5 Stakeholder meetings
    - 3- Selected Stakeholder
    - 1- County Staff Only
    - 1- Chamber of Commerce – Sustainable tourism review
- 4 Public Open Houses
- 1 Community survey (1,380 responses)
- 2 Jeremy Ranch HOA meetings
- 3 Rotary Presentations
- 1 Public hearing

This process was intentionally designed to ensure broad and meaningful input from residents, the general public, subject-matter experts, professionals, and key stakeholders. While there have been concerns expressed about landowner inclusion, the landowner was provided with multiple opportunities to participate but elected not to engage, though did contribute input to the baseline and conservation easement and has had ongoing dialog with staff through this process. In addition, those within his immediate circle did participate in open houses, stakeholder meetings, and other engagement opportunities.

Staff recognize that strong personal connections to the land can carry significant emotion during times of transition. While not all individual expectations can be fully met, staff is confident that the proposed Recreation Management Plan, and the subsequent RMP, strikes the necessary balance to support the guiding vision for the Ranch and ensure its long-term stewardship.

IV. CHALLENGE, MISSION, VISION STATEMENTS.

A. CHALLENGE STATEMENT

Balancing sustainable funding, accessibility, enforcement, impacts to wildlife, ecological resilience, and restoration and stewardship actions while aligning stakeholders and the public on a transparent and unified vision and while managing for landscape scale adaptability in the face of diverse priorities.

B. MISSION STATEMENT

To transform the 910 Ranch into a high-functioning ecological landscape by protecting, restoring, and enhancing its notable ecosystem attributes; protecting wildlife; and managing the land through stewardship, thoughtful recreation, and adaptive practice for the lasting enjoyment of our community.

C. VISION STATEMENT

To balance a healthy ecological landscape with benefits for the public.

V. ANALYSIS.

The proposed 910 Ranch Recreation Management Plan represents a deliberate and well-balanced policy framework that prioritizes long-term conservation while allowing for carefully controlled public access. The Plan is grounded in the legal requirements of the conservation easement and supported by extensive public engagement, ensuring both regulatory compliance and community legitimacy. By organizing the property into distinct management zones, establishing a firm carrying capacity through thoughtful parking plan, and embedding a rigorous adaptive management and monitoring program, the County has positioned itself to proactively manage recreation impacts rather than react to them. Importantly, a phased implementation strategy is proposed to allow County Staff to assure assess to adequate resources and infrastructure, test assumptions, evaluate real-world impacts, and adjust accordingly, reducing risk to sensitive ecological resources and unintended consequence. Overall, the Plan reflects best practices in public lands management—emphasizing stewardship, data-driven decision-making, and fiscal responsibility—while providing a clear, enforceable path forward for introducing recreation in a manner that protects the Ranch's

conservation values for now and future generations. Key components of the plan include a conservation-first framework that aligns with:

- Recreation that is subordinate to conservation goals
- Public access that can be restricted, modified, or revoked if impacts exceed acceptable thresholds
- Prohibitions on hunting, motorized use, and other high-impact activities that do not align conservation goals
- Focused recreational use within planned zones and with meaningful guiding policies

While no level of planning, data collection, or public engagement can address or avoid all impacts, inadvertent consequences, or attend to every need, the proposed 910 Ranch Recreation Management Plan clearly and directly dismisses and dispels claims and community rumors of unrestrained development and an overemphasis on recreation at the expense of conservation and wildfire protection. The Plan is grounded in an approach that prioritizes ecological integrity, responsible stewardship, and risk mitigation, ensuring that all recreational access is carefully managed, limited in scope, and fully aligned with long-term resource protection goals.

The Recreation Management Plan DOES NOT PROMOTE the following:

- High-impact development that could compromise conservation values
- Motorized use, except for emergency response, land management, and maintenance operations
- Paving of roads or parking areas
- Support for broad or unrestricted recreation
- Uncontrolled or “unhinged” trail development that encourages wildlife harassment

In contrast, the Recreation Management Plan DOES PROMOTE the following:

- Provides mandated public access, required by federal funding and aligned with community sentiment
- Promote recreation in strategic areas
- Encourages a quiet, non-mechanized landscape character (53% of acreage has restricted access)
- Develops and maintains natural-surfaced infrastructure
- Minimizes long-term environmental impacts through low-impact design
- Emphasizes minimal, strategic, and purpose-driven development
- Limits facilities to carefully confined areas for research, education, land management, and stewardship
- Guides recreation through ecological considerations and existing corridors whenever possible
- Programs recreation behavior in a way that can minimize wildlife impact
- Incorporates strict policies, monitoring, and enforcement to protect the conservation values
- Frames public use as a privilege contingent on responsible stewardship
- Conforms to adaptive management protocol

- Ensures long-term ecological integrity, scientific value, and conservation of the Ranch for future generations

RECREATION MANAGEMENT EXECUTIVE SUMMARY

VI. MANAGEMENT ZONES

The proposed Recreation Management Plan divides the Ranch into three distinct zones—(1) Community, (2) Exploration, and (3) Conservation Core/Research—each designed to guide different levels and types of use. All zones will be supported by appropriate staffing, essential infrastructure, and consistent enforcement, and will be managed in accordance with best practices and evolving standards for recreation, resource protection, restoration, and wildlife management. Details for each zoned area are as follows:

A. **Community Zone (Highest-Use)**

Key features of the **Community Zone** include:

- Comprises approximately **15% of the Ranch**, designated to accommodate higher levels of public use through concentrated access and supporting infrastructure, while minimizing impacts to surrounding resources and providing a safer alternative to current use along adjacent public roadways
- Designed to accommodate the **highest concentration of visitors** while minimizing long-term resource impacts
- Serves as the **primary access and visitor hub** for the Ranch
- Includes centralized amenities: Visitor Center, Nature Amphitheater, restrooms, picnic areas, and informational signage
- **Strategic parking and access management** (Mill Hollow, Ranch Center, select trailheads) to control use intensity
- Features **multi-use, natural-surface and accessible trails** for year-round use and varied ability levels
- Provides **on-site staffing** for visitor services, education, and enforcement
- **ONLY zone to allow dogs** (on-leash only) with the intent to enhance safety and reduce roadway conflicts on East Canyon Creek Road, currently used as a recreational trail
- Uses **carefully designed stream crossings** and limited hardened access points to protect riparian areas
- Maintains **high standards for trail maintenance** and user experience
- Appropriate area for **small-scale events and concessionaires**, consistent with capacity limits and Ranch character and policies.

B. **Exploration Zone (Moderate-Use)**

Key features of the **Exploration Zone** include:

- Comprises approximately **30% of the Ranch**, intended to support low to moderate levels of recreation through dispersed use, limited infrastructure, and carefully managed access that balances user experience with resource protection
- Designed to support **low to moderate-intensity recreation** with fewer facilities and lower visitor density

- User-specific trails to reduce conflicts between different types of recreation
- Directional trail segments used strategically to improve safety, manage flow, and reduce congestion
- Stream and riparian crossings constructed with mindful planned bridges or boardwalks to minimize sensitive land disturbance
- Strategic signage and wayfinding at key locations to support navigation, safety, and responsible use
- No dog use encouraged to reduce wildlife disturbance and preserve a more primitive setting
- Strong emphasis on Leave No Trace principles; no trash receptacles—pack in/pack out required
- High standard of trail maintenance to ensure sustainability and safety
- Limitations on group size and special events to maintain compatibility with capacity and character
- Seasonal and adaptive closures implemented as needed to protect natural resources and long-term stewardship objectives
- Maintains high standards for trail maintenance and user experience
- Appropriate area for small-scale events and concessionaires, consistent with capacity limits and Ranch character and policies.

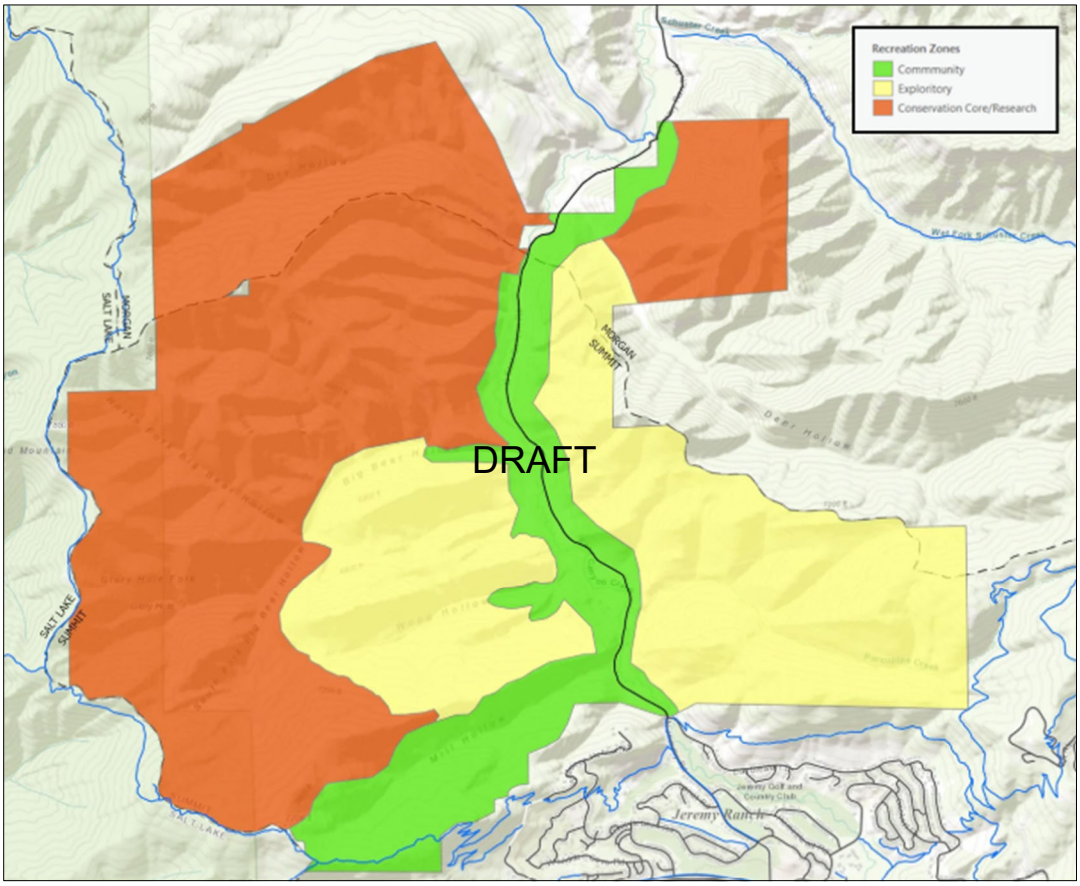
C. Conservation Core/Research Zone (Controlled-Use)

Key features of the Conservation Core/Research Zone include:

- Comprises approximately 55% of the Ranch, dedicated to protecting sensitive ecological systems, wildlife habitat, and natural processes with minimal human disturbance
- Functions as the Ranch's core conservation and research landscape, supporting education, scientific study, and long-term stewardship
- Public access is highly limited, controlled, or prohibited, with use restricted to permitted activities, research, and stewardship
- Minimalist trail system with primitive, natural-surface routes only
- Limited and discreet wayfinding to preserve a remote, wilderness character
- Potential for a small-scale research and education facility (field station)
- Consideration of low-impact overnight experiences (e.g., yurts or designated sites) where consistent with conservation objectives
- Permit-based or guided access only, supporting low-intensity uses such as hiking, equestrian, Nordic skiing, and year-round backcountry recreation
- Strict access controls and seasonal closures to protect wildlife during sensitive periods
- No dogs permitted, with limited exceptions for authorized working dogs for management, research, or emergency purposes
- Emphasis on scientific study, monitoring, and adaptive management to inform future stewardship decisions

- All use is carefully regulated to ensure **resource protection remains the priority** while supporting meaningful, low-impact education and research opportunities

Proposed DRAFT Recreation Zone Map



VII. PROPOSED RECREATION USE AND PROGRAMING

- RECREATION USE

<u>Primary and Allowed Activities and Use</u>

Except as otherwise regulated or permitted on a trail- or zone-specific basis, the following recreational activities and uses are permitted.

- Walking, Hiking, Trail Running, Snowshoeing
- Nordic, Backcountry Skiing
- Equestrian (Phase III)
- Mountain Biking
- Wildlife Viewing
- Scenic Enjoyment

A summary of allowed activity and uses are shown by zone below

Activity	Primary Zone(s)	Key Infrastructure & Management Policies	Permit Required?
Hiking & Trail Running	Community & Exploration	Universal access: Wide shared-use paths in Community Zone; more challenging	Yes, when entering

(including Snowshoeing)		destination trails in Exploration Zone, emphasizing scenic viewpoints and nature-based experiences.	Conservation Core/Research Zone
Nordic Skiing	Community & Exploration	Winter priority: Groomed corridors with separated classic tracks; management strategies to protect grooming from other uses. Visitor Center may support winter concessionaire services.	Yes, when entering Conservation Core/Research Zone
Equestrian	Community & Exploration	Summer-only use on designated trails only; requires weed-free feed protocols. Infrastructure includes trailer parking, corrals, water troughs, and manure stations. Visitor Center may support summer concessionaire services.	Yes, when entering Conservation Core/Research Zone
Mountain Biking	Community & Exploration	Connectivity-focused: Provides links to adjacent regional trail systems (e.g., Flying Dog, Great Western Trail, 24-7, Moose Hollow, Avenues, Mormon Flat).	No
Dog Walking	Community Zone Only	Strictly on-leash; prohibited in Exploration and Conservation Core/Research Zones to protect wildlife. Requires active enforcement and waste removal; limited stream access. Prohibition on Commercial Dog Walking services.	No
Backcountry Skiing	Exploration & Conservation Core/Research	Self-supported use with no maintenance or safety monitoring; requires liability signage and coordination with the Utah Avalanche Center.	Yes, when entering Conservation Core/Research Zone
Wildlife & Scenic Viewing	Community & Exploration	Integrated experience supported by viewing platforms and educational signage highlighting species, habitats, and conservation values.	Yes, when entering Conservation Core/Research Zone
Picnicking	Community & Exploration	Destination-oriented facilities near trailheads and frontcountry areas,	No

		including tables and waste receptacles to support small groups and families.	
Road & Gravel Riding	Public Roads ONLY	Continued use along East Canyon Road; supports external connectivity rather than internal trail system use.	No
Overnight Use	Conservation Core/Research Zone ONLY	limited, permit-based, with strict controls on location, group size, duration, and activity, supported by low-impact infrastructure (e.g., designated sites or yurts), no-fire policies, and ongoing monitoring to protect wildlife, habitat, and overall resource integrity.	Yes

Regulated and Permitted Activities and Use

The following activities and use require regulator review and permits regardless of Zone. *Additional information on regulatory process and permits follows*.

- All activities and use, either recreation or otherwise, are subjected to regulation and/or permitting within of the Conservation Core/ Research Zone.
- Overnight Use
- Research and Education Programs
- Large Groups
- Special Events
- Commercial Use; that which promotes or supports the Conservation Values
- After hours use
- Alcohol Consumption
- Art Displays/Walks/Installation
- Collection of Natural Resources
- Demonstration Activities
- Emergency Response Training
- Geocaching

Prohibited Activities and Use

Except for hunting, as allowed by law, as allowed on public roads, for emergency purposes, or as needed for management, or unless otherwise permitted or authorized, the following activities and uses are prohibited.

- Motorized vehicles and e-motos
- E-bikes, Electric Personal Assistive Mobility Devices (EPAMD), and all other electric recreational devices
- Hunting; including trapping, shed collection, and wildlife harassment
- Fishing (may be overturned upon restoration efforts, study-dependent)
- Drones (Unmanned Aerial Systems; UAS), and other electronic aerial devices

- Open flames and fires
- Water recreation; including boating, paddleboarding, kayaking, tubing, swimming/wading
- Off-trail travel
- Hot Air Balloon launching and landing
- Commercial use; that which do not promote the Conservation Values
- Discharge of a weapon and target shooting
- Slacklines, Longlines, and Highlines

- RECREATION PROGRAMING
    - Visitor Center
    - Nature Amphitheater and Picnic Area
    - Research and Education Center

VIII. PROPOSED CAPACITY MANAGEMENT (PARKING AND PHASE IMPLEMENTATION)

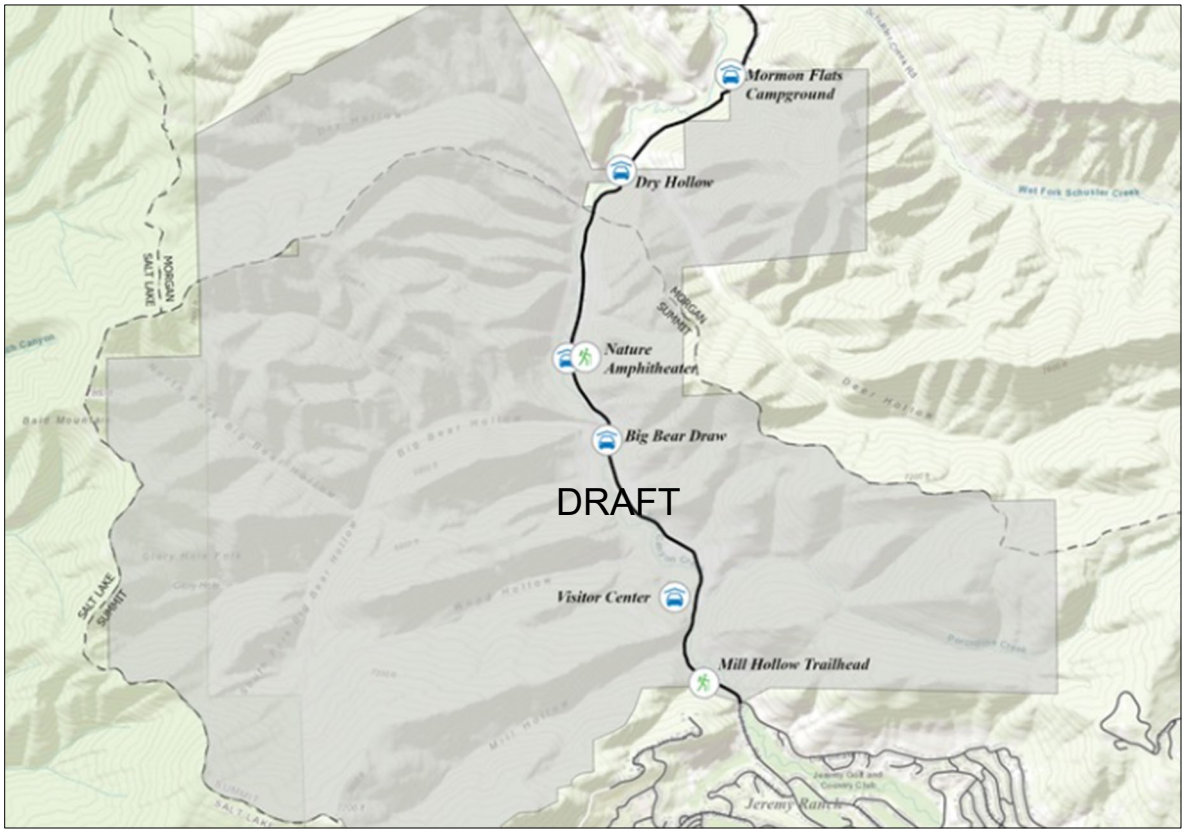
- Maximum parking capacity of 240 spaces property-wide
- Piloted paid parking
- Phased development of trailheads and access points
- Permit system for Large Groups, Special Events, and Commercial Use
- Encouraging alternative transportation (walking, biking, shared-use paths)

This approach is intended to prevent the Ranch from being "loved to death."

A. Trailheads and Parking

The total parking capacity for the nearly 8,600-acre Ranch is strictly capped at 240 spaces, representing a firm upper limit designed to ensure that the property's carrying capacity is not exceeded. This cap reflects a conservative approach to access management and is consistent with comparable regional conservation properties, including for reference Bonanza Flat (1,550 acres) with 175 spaces and Round Valley (2,300 acres) with approximately 150–200 spaces across distributed lots.

Proposed Trailhead and Parking Map



B. PAID PARKING PILOT PROGRAM

Proposed Parking Summary Table

Category	Description	Details / Rates	Estimated Cost / Revenue
Parking Fee Structure	User-based pricing aligned with Park City municipal rates	- Weekdays (8 AM–6 PM): $5/hour - Weekends/Holidays (8 AM–6 PM): $8/hour - Outside hours: Free - Annual Pass: $50/Annual - Seniors & Veterans: $3/hour, $30/Annual - Resident & Workforce Pass: $20/Annual	Revenue-generating ~ $300K/annual (after tech costs recovery)
Staffing Needs	On-site support for operations, enforcement, and visitor services	- Minimum 2 parking attendants - Support for compliance, customer service, and education	~$23/hour per attendant (~$50K–$100K seasonal total depending on staffing levels)
Technology	Contactless parking payment and	- QR code, text-to-pay, app/web-based - Real-time analytics, rate control,	- 5% fee per transaction (min $0.50)

	management system	reporting dashboard - No hardware required	- 2.9% + $0.30 credit card fee - ~$50/month per location ~Cost $25-$50K
Infrastructure & Equipment	Support monitoring & enforcement	- Mobile enforcement/reporting devises - Signage (QR code/payment instructions) - License plate recognition (optional)	~$10K–$50K initial setup (scalable)
Judicial / Administrative Support	Enforcement and citation processing	- Ticket issuance and collection - Coordination with County legal/judicial system	Existing County systems (incremental cost)
Cost Recovery Potential	Revenue reinvested into operations and stewardship	Example: Park City Bonanza Flat pilot generated ~$300,000 in revenue	Demonstrates strong potential to offset staffing & maintenance

C. PHASED RECREATION IMPLEMENTATION

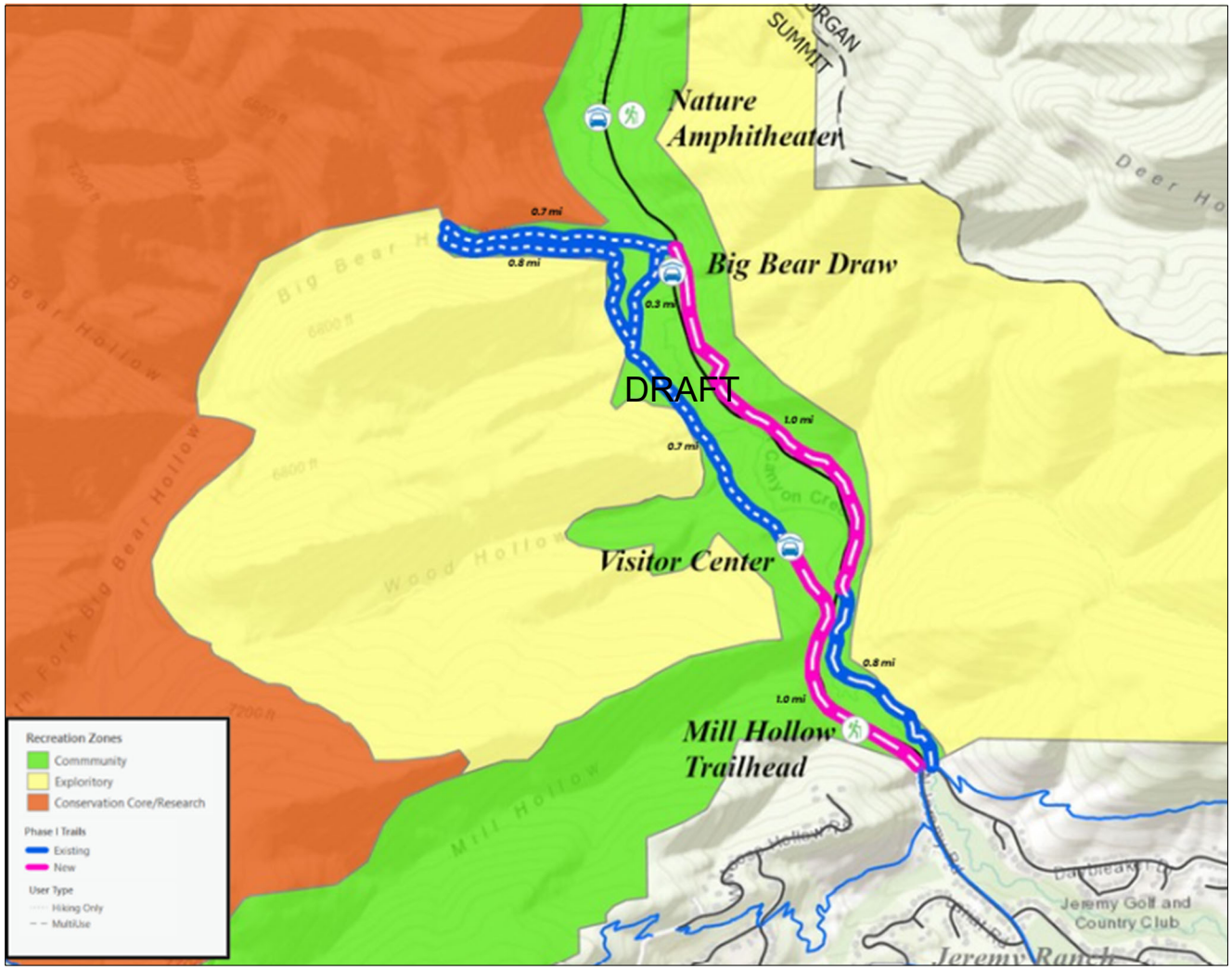
A phased recreation approach has been selected to ensure that implementation of the Plan is deliberate, data-driven, and responsive to real-world conditions. By introducing access, infrastructure, and policies incrementally, the County can evaluate how the landscape and visitors respond before advancing to subsequent phases. This reduces the risk of unintended impacts to sensitive resources, allows for refinement of management strategies based on monitoring results, and ensures that adequate staffing, funding, and enforcement mechanisms are in place at each stage. The phased approach also creates clear decision points tied to performance outcomes, enabling the County to scale, adjust, or pause development as needed to maintain alignment with long-term stewardship goals and the Ranch's overall vision.

<u>PHASE I (2026–2027):</u>

- Adaption of 910 RMP by Grantee
- Installation of signage and education measures
- Completion of Mill Hollow trailhead and transportation path
- Implement parking pilot supported by policies and enforcement.
- Rehabilitation of the Big Bear bridge, providing access
- Completion of Phase 1 trial concept within Community Zone
    - 3-miles of repurposed two trail to natural surfaced trail
    - 1-mile new construction single track trail
    - 1-mile transportation natural surfaced trail
- Ongoing visitor management and education
- Grand Opening of the Community Zone to the Public

- Ongoing planning for visitor Center, Phase II trail plan, and Research Station

Phase I Proposed Trail Map



PHASE II (2027–2029):

- Establish Visitor Center and Trailhead
- Finalize phase II trail plan
- Implementation of Phase II trail plan within Community Zone and Exploration Zone
- Grand Opening of the Exploratory Zone to the Public
- Ongoing planning future Phases trail plan, and Research Station

Future Considerations

Future improvements and connections should be considered only after a comprehensive evaluation of Phase I and Phase II projects, policies, and monitoring data. This phased and data-driven review ensures that any additional development remains aligned with resource protection goals, visitor experience

standards, and overall Ranch management objectives. Potential future projects may include, but are not limited to:

- Nature Amphitheater Development:
  Completion of the Nature Amphitheater and associated amenities, with potential expansion of parking and programming capacity as supported by demonstrated demand and resource conditions.

- Research Center:
  Finalization of trail connections and evaluation of low-impact overnight accommodations (e.g., yurts), along with the development of a research and education facility to support stewardship, scientific study, and public learning.

- Perimeter and Interior Trail Enhancements:
  Improvements to regional connections such as the Great Western Trail, as well as development of an eastern perimeter route or smaller connector trails to enhance circulation and overall visitor experience.

- Expanded Nordic Ski Opportunities:
  Development of additional winter trail loops, may include groomed skate-ski corridors and narrower classic ski routes, where consistent with terrain, demand, and ecological conditions.

All future considerations will be evaluated through the adaptive management framework to ensure they are appropriate, sustainable, and consistent with the Ranch's long-term vision.

IX. ADAPTIVE MANAGEMENT

The Recreation Management Plan is intentionally structured as an adaptive management framework, using a phased implementation approach to guide the development of trails, infrastructure, and recreation policies over time. Each phase is supported by a comprehensive monitoring program designed to generate timely, data-driven insights that inform future decisions and allow for responsive adjustments. Early phases emphasize pilot initiatives—particularly related to public use and access management—while establishing clear and enforceable limitations that define the Ranch's carrying capacity from the outset. This approach ensures that recreation is introduced in a measured, evidence-based manner, allowing the County to evaluate performance, respond to changing conditions, and refine management strategies to sustain long-term resource protection and visitor experience goals.

Recreational planning for the Ranch aims to develop public opportunities that are safe, sustainable, culturally respectful, and ecologically balanced. The Plan is a "living document" that should be reviewed frequently through the adaptive management process, to ensure continued alignment with desired environmental conditions, community needs, and the conservation easement. Ongoing data collection and the monitoring of environmental conditions are critical for

all future evaluations and management decisions. The following principles shall guide the adaptive management framework and evaluation.

Adaptive Management Monitoring Framework

Indicator Category	Indicator	Metrics	Monitoring Method	Frequency	Management Use
Resource	Vegetation Condition	• % native vegetation cover • % bare ground • %/extent of invasive species • Width of disturbed vegetation zone	Fixed monitoring plots, photo points, field surveys, use of ecology consultant	Annual (peak growing season)	Identify degradation trends; inform trail adjustments, restoration, or use limitations
Resource	Soil Stability & Erosion	• Trail incision depth • Presence/length of rills or gullies • Exposed roots/rocks • Drainage feature effectiveness	Trail condition surveys, measurements, photo documentation	Annual; post-disturbance as needed	Trigger maintenance, reroutes, or seasonal closures
Resource	Riparian & Wet Meadow Condition	• % Riparian vegetation cover • Bank stability/trampling evidence • Informal access points • Hydrologic function indicators	Field assessments, photo points, visual habitat evaluations, use of ecology consultant	Annual; seasonal during high use	Protect sensitive areas; guide access control or restoration
Resource	Wildlife Disturbance	• Wildlife presence vs. baseline • Avoidance behavior or displacement • Seasonal habitat use vs. recreation timing • Trail proximity to movement corridors	Observations, incidental wildlife data, coordination with wildlife agencies	Seasonal; annually summarized	Inform seasonal restrictions, trail closures, or access modifications

Recreation	Trail Condition & Maintenance	• Trail width vs. design standard • Surface condition rating • Number/severity of maintenance issues • Social trails observed	Trail inspections, maintenance logs	Annual; ongoing reporting	Prioritize maintenance, enforce designated routes
Recreation	Visitation Levels & Patterns	• Trail counter data • Observed peak use periods • Seasonal distribution of use • Change in use over time	Automated counters, periodic counts, staff observation	Continuous; seasonally evaluated	Evaluate carrying capacity; adjust access or timing
Recreation	User Compliance	• Off-trail incidents observed • Violations of closures/rules • Repeat non-compliance areas • Enforcement or staff response needs	Staff observation, compliance reports, enforcement records	Ongoing; annually summarized	Inform education, signage, enforcement, or access restrictions
Recreation	User Conflicts	• Documented complaints/incidents • Congestion locations • Temporal overlap of user types	Incident logs, staff observation, public feedback	Annual review and summary	Evaluate need for use separation, timing controls, or outreach

X. FINANCIAL CONSIDERATIONS

The Recreation Management Plan finance considerations identifies:

- Capital costs for trails and infrastructure
- Personnel and contractor costs
- Ongoing maintenance costs
- Revenue opportunities (*discussed below*):
    - Paid Parking
    - Concessions and Permit Fees
    - Grants and Partnerships
    - Donations and “Adopt-A-Trail” Programs

Cost Category	Description	Example Components	Estimated Annual / Phase Cost
Capital Costs (Trails & Infrastructure)	One-time investments for development of recreation system and visitor facilities	Trail construction ($6–$13/ft), trailheads, parking areas, bridges ($2K–$50K ea.), signage, fencing, visitor center improvements, amphitheater	**$500,000 – $2.5M+ (Phase I–II total)** depending on buildout scope
Personnel & Contractor Costs	Staffing and contracted services to operate and implement the plan	1–2 FTE managers ($85K–$120K ea. w/benefits), 3–6 seasonal staff ($20–$28/hr), contractors (trail crews, ecological consultants, engineers)	**$350,000 – $750,000 annually** depending on staffing level and phase
Ongoing Maintenance Costs	Recurring costs to maintain infrastructure and manage impacts	Trail maintenance (~$375/mile), grooming ($85/hr), restroom servicing ($2K/year each), vegetation management, monitoring, enforcement	**$150,000 – $400,000 annually** depending on system size and use levels

Financial Key Takeaways

- Capital costs are front-loaded in early phases but taper after major infrastructure is built
- Staffing is the critical long-term investment — necessary for enforcement, monitoring, and visitor management
- Maintenance costs scale with visitation, reinforcing the importance of capacity controls (parking limits, phasing)
- Revenue strategies (paid parking, concessions, permits) can offset a meaningful portion of annual operations

XI. POLICY CONSIDERATIONS

The Recreation Management Plan and it's overarching Resource Management Plan shall operate in full compliance with, and under the authority of, all applicable Summit County codes, ordinances, adopted plans, and policies. In addition plan shall establish clear, proactive policies that support the implementation, management, and long-term stewardship for Recreation on the Ranch by:

- Developing policies and strategies that align with adopted County plans and the long-term vision for the property, and that proactively mitigate overuse and environmental degradation.
- Establishing and maintaining an annual budget that supports the implementation of programs, operations, and maintenance necessary to uphold both the RMP and applicable County requirements, while preserving the ecological integrity of the Ranch.
- Regularly reviewing and updating policies and management approaches to remain consistent with evolving County regulations, new data, community input, and changing environmental conditions.

Together, these actions ensure that the RMP functions as an implementable, enforceable framework that is consistent with County law while advancing the responsible management and conservation of the property.

A. PROPOSED USE POLICIES

- Commercial Use Policy
- Donation & Gift Policy
- Memorial Policy
- Dog Policy
- Non-Commercial Large Group Policy
- Picnic Area and Nature Amphitheater Rental Policy
- Special Events Policy

XII. CONSISTENCY WITH COUNTY PLANS.

The Recreation Management Plan is consistent with and directly reflects the goals, policies, and guiding principles outlined in Summit County's adopted plans and strategic frameworks. It aligns with County priorities related to responsible growth, environmental stewardship, protection of open space, and the provision of high-quality, sustainable recreation opportunities. The Plan supports the objectives of the General Plan, Trails Master Plan, and broader visioning efforts by emphasizing balanced access, conservation of natural resources, and long-term community benefit. Through its focus on adaptive management, capacity controls, and intentional design, the RMP advances established County priorities while providing a clear and implementable framework for managing recreation in a manner that is both sustainable and consistent with community values.

XIII. DISCUSSION.

Staff respectfully requests an opportunity for public comment.

XIV. REQUESTED ACTION.

None

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60 North Main Street
Coalville, Utah 84017
summitcounty.org

STAFF REPORT

To:	Summit County Council
From:	Amir Caus, AICP, Senior Planner
Date of Meeting:	June 24, 2026
Type of Item:	Special Exception - Public Hearing, Possible Action
Process:	Legislative Review
File:	26-041

Recommendation: Staff recommends that the Summit County Council ("Council") review the Highland Estates Lot 268-A Special Exception Application ("Application"), conduct a public hearing and deny the application per the findings of fact and conclusions of law in this staff report.

Project Description

Project Name:	Highland Estates Lot 268-A Special Exception
Applicant(s):	Greg Cropper (Parsons, Bahle, & Latimer) representing Thomas W. Mason
Property Owner(s):	Thomas W. Mason
Location:	6315 N Silver Sage Dr, Highland Estates, Summit County, UT
Zone District:	Hillside Stewardship (HS)
Parcel Number and Size:	HE-B-268-A (1.26 acres)
Type of Process:	Legislative
Final Land Use Authority:	Summit County Council

Proposal

The applicant is requesting a Special Exception for an increase of disturbance area on a ridgeline/hilltop for a ~4,700 single family residence on Parcel HE-B-268-A (1.26 acres), located at 6315 N Silver Sage Dr, Highland Estates, Summit County, UT 84098.

The Snyderville Basin Development Code limits disturbance on ridgelines to 15,000 sq. ft. The applicant is proposing to increase the disturbance area to 39,273 sq. ft. (~0.90 acre). The applicant is proposing the following breakdown of disturbance area;

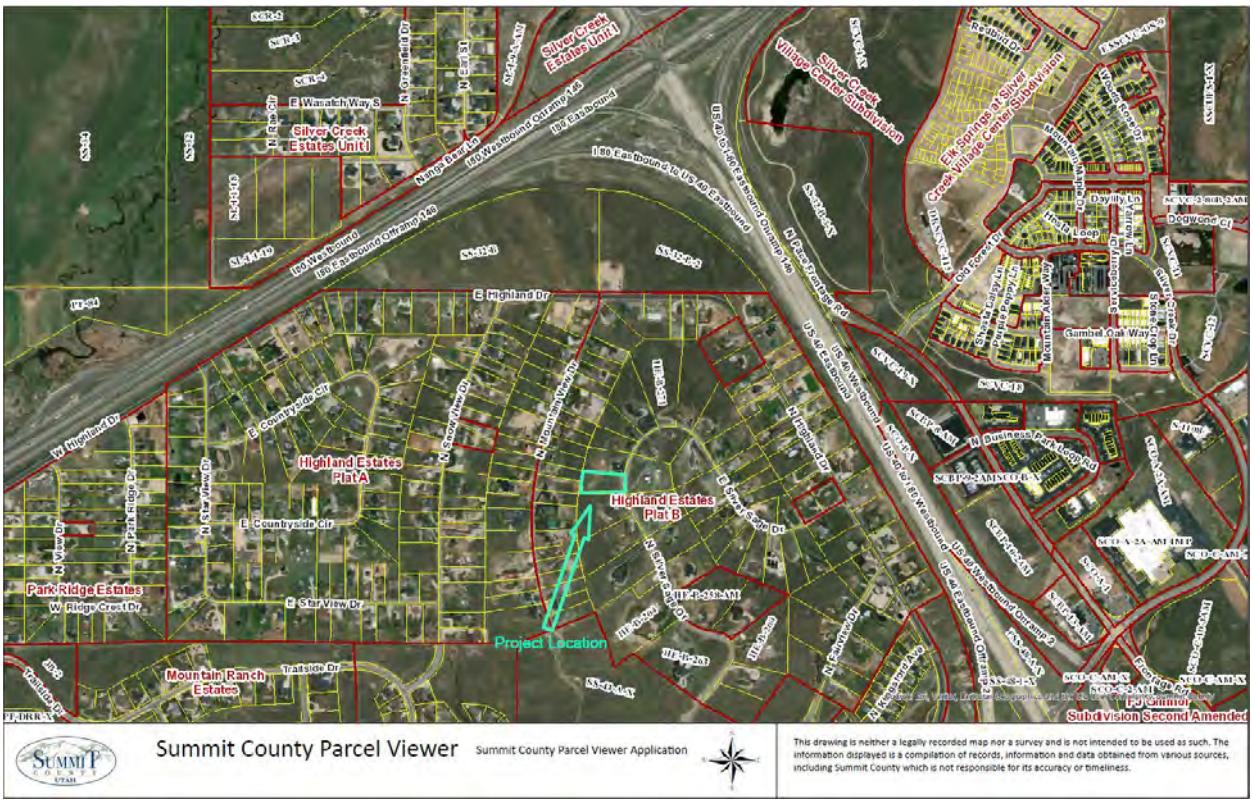
- 7,160 sq. ft. for the driveway
- 1,119 sq. ft. for the front walk/landscape

- 11,220 sq. ft. for the home
- 15,690 sq. ft. for the septic system
- 4,084 sq. ft. for the utilities, retaining wall, and construction parking

Following revegetation, the visible disturbed area would be reduced to 11,507 sq. ft. with the following breakdown;

- 5,228 sq. ft. for the driveway
- 1,119 sq. ft. for the front walk/landscape
- 4,698 sq. ft. for the home
- 462 sq. ft. for the retaining wall

Vicinity Map



Background

The Highland Estates Plat "B" Subdivision plat was originally recorded in 1964. Several lots were split into two which resulted in the current layout and final lot count of 107 lots. Lot sizes range from 0.58 acres to 6.35 acres. Both Lots 268 and 268-A are considered Lots of Record as defined in the Snyderville Basin Development Code.

Lot 268-A is located in the Hillside Stewardship (HS) Zone. Parcel HE-B-268-A is located on a ridgeline/hilltop where a structure has the potential to project into the horizon line as viewed

from a designated roadway and is thus subject to special development standards outlined in section 10-4-3.C.1.a of the Code.

The proposed home would be located on a ridgeline/hilltop where a structure has the potential to project into the horizon line as viewed from a designated roadway. Per Section 10-4-3(C) of the Snyderville Basin Development Code;

> *"Applicability to Lots of Record and Previously Entitled Developments: Development on lots of record or previously entitled developments in the ridgeline overlay zone or on ridgelines and hilltops which allow a structure to project into the horizon line as viewed from a designated roadway are subject to low impact permit review and the special development standards in subsection C1a of this section."*

One of those standards is that *the limit of disturbance area shall not exceed fifteen (15,000) square feet* on lots between 1 and 5 acres.

Analysis and Findings

Special Exception

Section 10-3-7(A) of the Snyderville Basin Development Code provides for approval of Special Exception applications, "Where the county council finds that an applicant has a unique circumstance or equitable claim which makes strict enforcement of the provisions of this title unduly burdensome." The applicant must demonstrate compliance with the following criterion prior to the approval a special exception:

Criterion 1: *The special exception is not detrimental to the public health, safety and welfare;*

> **Analysis:** The proposed special exception would allow disturbance substantially above the 15,000 sq. ft. limit applicable to this ridgeline lot. The disturbance is proposed on a ridgeline/hilltop identified by the Development Code as sensitive due to its visibility from designated roadways and its importance to the Basin's scenic resources. In this context, allowing the requested level of disturbance would be detrimental to the public welfare by undermining the protections established for Critical Lands and scenic ridgelines. **DOES NOT COMPLY**

Criterion 2: *The intent of the development code and general plan will be met;*

> **Analysis:** Snyderville Basin General Plan Policy 5.6 (Preservation) states; "*Work with developers to ensure that Critical Lands are properly identified within proposed project areas and preserved and avoided to the greatest extent possible."*
>
> Snyderville Basin General Plan Policy 5.13 (Ridgelines) states; *"Because of the importance of aesthetics to the economic viability of the Basin, views from the*

designated roadways (Interstate 80, State Roads 224 and 248, and US-40) are critical and ridgeline encroachment should be avoided."

Critical Land Protection is listed among the top priorities in the Snyderville Basin General Plan Community Vision. Both the Snyderville Basin Development Code and General Plan identify ridgelines as Critical Lands. The Development Code and General Plan provide the framework and details for the protection of the health, safety, and welfare of Summit County's residents through zoning regulations that include ridgeline/hilltop limitations and design standards. The applicant is proposing edge-to-edge disturbance and does not appear to have made any effort to reduce the disturbance area. The proposal does not take into consideration the Development Code and the General Plan. Alternative designs which reduce the disturbance area are possible.

The requested special exception is not consistent with the intent of the Development Code and General Plan provisions that direct protection of Critical Lands and avoidance of ridgeline encroachment to the greatest extent possible. The proposal seeks edge-to-edge disturbance on a ridgeline lot and exceeds the code disturbance limit by a substantial margin. Based on the materials submitted, the proposal does not demonstrate that the development has been designed to minimize disturbance to the greatest extent practicable or to further the General Plan policies regarding preservation of Critical Lands and ridgelines. **DOES NOT COMPLY**

Criterion 3: *The applicant does not reasonably qualify for any other equitable processes provided through the provisions of the Code;*

Analysis: The record indicates that alternative designs are available that would reduce disturbance and that a design alternative exists under which the proposal would not encroach on the ridgeline in the same manner. Because the development objective can be pursued through redesign rather than relief from the code standard, Staff cannot find that the applicant lacks other reasonable equitable or code-compliant options. **DOES NOT COMPLY**

Criterion 4: *There are equitable claims or unique circumstances warranting the special exception;*

Analysis: The applicant identifies the septic requirement and the physical characteristics of the lot as the basis for equitable relief. However, the record does not demonstrate that these conditions constitute a unique circumstance or equitable claim sufficient to justify the requested disturbance. Ridgeline topography is the reason such lots are subject to protective standards, and the materials indicate that alternative site design approaches remain available to reduce disturbance. Staff therefore finds that Criterion 4 is not met. **DOES NOT COMPLY**

Recommendation

Staff recommends that the Summit County Council ("Council") review the Highland Estates Lot 268-A Special Exception Application ("Application"), conduct a public hearing and deny the application per the findings of fact and conclusions of law in this staff report.

Findings of Fact

1. The subject property, Parcel HE-B-268-A, is a 1.26-acre lot of record located in the Hillside Stewardship (HS) Zone at 6315 N Silver Sage Dr, Highland Estates, Summit County, Utah.
2. The property is located on a ridgeline/hilltop where a structure has the potential to project into the horizon line as viewed from a designated roadway and is therefore subject to the special development standards of Snyderville Basin Development Code Section 10-4-3(C)(1)(a).
3. For lots between 1 and 5 acres subject to those standards, the Development Code limits disturbance area to 15,000 square feet.
4. The applicant requests a Special Exception to allow approximately 39,273 square feet of disturbance area for development of a single-family residence and related improvements on the lot.
5. The requested disturbance area includes approximately 7,160 square feet for the driveway, 1,119 square feet for the front walk/landscape, 11,220 square feet for the home, 15,690 square feet for the septic system, and 4,084 square feet for utilities, retaining wall, and construction parking.
6. The Snyderville Basin General Plan identifies Critical Lands protection as a community priority and states that Critical Lands should be preserved and avoided to the greatest extent possible, and that ridgeline encroachment should be avoided.
7. The proposed request would authorize disturbance substantially above the amount otherwise permitted by the Development Code on a protected ridgeline/hilltop lot.
8. The record before the County indicates that alternative design approaches are available that could reduce disturbance and pursue development of the lot without the same level of relief from the applicable code standard.
9. The applicant identifies septic requirements and the physical characteristics of the lot as the basis for equitable relief; however, the record does not demonstrate that these circumstances constitute a unique circumstance or equitable claim sufficient to justify the requested Special Exception.

Conclusions of Law

1. The requested Special Exception would allow disturbance substantially above the 15,000-square-foot limit applicable to this ridgeline/hilltop lot and, as proposed, would be detrimental to the public welfare. Therefore, the application does not satisfy Criterion 1 of Snyderville Basin Development Code Section 10-3-7(B).
2. Because the proposal would authorize substantial additional disturbance on Critical Lands and does not demonstrate avoidance or minimization of ridgeline encroachment

to the greatest extent practicable, the intent of the Development Code and General Plan would not be met. Therefore, the application does not satisfy Criterion 2 of Snyderville Basin Development Code Section 10-3-7(B).

3. The record indicates that alternative design approaches remain available to pursue development of the lot with less disturbance and without the same degree of relief from the code standard. Therefore, the application does not satisfy Criterion 3 of Snyderville Basin Development Code Section 10-3-7(B).
4. The applicant has not demonstrated equitable claims or unique circumstances sufficient to warrant the requested Special Exception. Therefore, the application does not satisfy Criterion 4 of Snyderville Basin Development Code Section 10-3-7(B), and the Special Exception should be denied.

Public Notice, Meetings and Comments

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

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

Attachments

Exhibit A – Applicant Submittal

EXHIBIT A.1

PARSONS BEHLE & LATIMER

1441 West Ute Boulevard, Suite 330
Park City, UT 84098
Main 435.962.9930
Fax 801.536.6111

A Professional
Law Corporation

Greg Cropper
Attorney at Law
Direct 435.962.9936
gcropper@parsonsbehle.com

March 26, 2026

VIA E-MAIL

SUMMIT COUNTY COMMUNITY
DEVELOPMENT DIRECTOR
Attn: Mr. Peter Barnes; Mr. Amir Caus
pbarnes@summitcountyutah.gov;
acaus@summitcountyutah.gov
60 North Main St.
Coalville, UT 84017

Re: Special Exception Application in connection with Lot 268-A, Highland Estates Plat B

Dear Messrs. Barnes and Caus:

This firm represents Mr. Thomas W. Mason, the owner of the above-referenced ("Property"), and this correspondence is delivered to you on Mr. Mason's behalf, in conjunction with a related Special Exception Application filed electronically pursuant to Section 10-3-7 of the Snyderville Basin Development Code, a copy of which is attached hereto (the "Special Exception Application").

BACKGROUND

The Property was created as a residential development Lot as part of a lawfully subdivided development pursuant to a subdivision approval by the Summit County Commission on August 3, 1964, which subdivision was recorded with the Summit County Recorder on October 26, 1964, several decades before the adoption of the Snyderville Basin Development code in 1998. Given the topography of Highland Estates and the Property, the Property is subject to the Snyderville Basis Critical Lands Ordinance.

As you know, Section 10-4-3 C1 of the Snyderville Basin Development Code regarding Critical Lands provides, in part:

> "Development on lots of record or previously entitled developments…on ridgelines and hilltops which allow a structure to project into the horizon as viewed from a designated roadway are subject to low impact permit review and subject to the special development standards in subsection C1a of this section."

A typical dwelling, as proposed by Mr. Mason, would project into the horizon as viewed from a very short stretch of Interstate 80 Eastbound (nowhere near any pull-out areas), most of which would require the craning of one's neck basically perpendicular to the direction of travel in order to catch a glimpse of the dwelling, all while negotiating traffic approaching and entering the ramp from Interstate 80 eastbound to US 40 eastbound. Mr. Mason has worked with Planning Staff and relocated the dwelling approximately 35 feet west from the standard setback and away from the ridgeline, thus reducing the visible impact, and has reduced the height of the dwelling from 32 feet to 26 feet.

In addition to the applicability of Sections 10-4-3 C (1) and Section 10-4-3 C (3) (ii), this subdivision, known as Highland Estates, is one of the few remaining subdivisions in the Snyderville Basin that require septic systems for Lot development. This creates a "perfect storm", or a one-two punch, severely impacting the developability of the Property in a manner not generally shared by other area properties.[1] The area of disturbance for the septic system and related installation and operation access alone would require an area of disturbance of at least 15,600 square feet, leaving zero permissible area of disturbance for an actual dwelling or driveway, not to mention disturbance for utilities.

REQUEST

Subsection (3) (A) (ii) of such special development standards provides that the limit of disturbance of the natural landscape on Lots subject to Section 10-4-3 shall not exceed fifteen thousand (15,000) square feet on Lots between one and five acres. This limitation applies to both permanent disturbance associated with the final dwelling and related improvements constructed on the Property, as well as temporary disturbance occurring in connection with construction on the Property and which will be revegetated and restored following completion of construction. The Special Exception Application seeks a temporary exception from the full applicability of Subsection (3) (A) (ii) as it relates to the temporary disturbance during construction for the reasons set forth below. Note also that the relief requested is temporary relief in connection with a Low Impact Permit, which is defined in the Snyderville Basin Development Code as a "development permit which authorizes uses and activities that are considered to have little or no impact on public health, safety and general welfare."

[1] In fact, this combination of the requirements of Section 10-4-3 together with the requirement of a septic system could actually result in a far more intrusive "bunker" style construction in order to avoid the ridgeline altogether, thereby avoiding the Section 10-4-3 area of disturbance limitation but requiring far more excavation and other disturbance on the Property, possibly including the necessity of using explosives to excavate deeply enough to accommodate a "bunker" style construction.

Section 10-3-7 of the Snyderville Basin Development Code governs Special Exceptions in the Snyderville Basin, with Subsection B setting forth the following "Criteria for Approval": (1) the special exception is not detrimental to the public health, safety and welfare; (2) the intent of the development code and general plan will be met; (3) the applicant does not qualify for any other equitable processes provided through the provisions of this title; and (4) there are equitable claims or unique circumstances warranting the special exception. The foregoing Criteria for Approval are addressed below:

1. The Special Exception is Not Detrimental to Public Health, Safety and Welfare. The relief requested pursuant to the Special Exception Application involves *only* aesthetic matters, and then *only temporarily*. The Special Exception Application in no way raises issues involving public health, safety or welfare, and does not involve the Summit County Health Department, the Summit County Building Department or the Park City Fire Department in any manner not otherwise required in the absence of the Special Exception Application or the relief sought thereunder.

2. The Intent of the Development Code and General Plan Will Be Met. The relevant provisions of the Development Code and the General Plan are meant to control unsightly disturbance high on mountainsides and visible from designated roadways. Interstate 80 is one such designated roadway, and is the only designated roadway relevant to the Special Exception Application, as the "projection" of the dwelling proposed for the Property would not be visible from any other designated roadway. Perhaps more importantly, the relief from Subsection (3) (A) (ii) regarding the limit of disturbance of fifteen thousand (15,000) square foot limitation being requested will be very temporary, as much of the area of disturbance will be temporary in connection with the construction of the improvements. All areas of temporary disturbance will be revegetated promptly following the completion of construction pursuant to a landscape plan approved by Summit County. The interests addressed in the relevant provisions of the Development Code and the General Plan will only be compromised nominally and for a very brief period.

3. The Applicant does not Reasonably Qualify for any other Equitable Processes. The only other potentially available equitable process relevant to the Applicant's proposal would be a variance; however, a variance is not an option under these circumstances because the area of disturbance limitation is not a zoning matter. No other equitable process is available under these circumstances.

4. There are Equitable Claims and Unique Circumstances Warranting the Special Exception. The Property is subject to both the 15,000 square foot area of disturbance limitation *and* the requirement of a septic system. A septic system and access thereto alone would require more than the allowable area of disturbance. It cannot be considered an equitable scenario where not even a septic system can be installed on a lawfully

subdivided residential Lot. The requirement of a septic system and the area of disturbance necessitated thereby combined with the area of disturbance limitation itself creates an unusual situation where the area of disturbance limitation prevents a perfectly reasonable proposed dwelling development proposal, and could actually result in far more intrusive and problematic alternatives. The relief requested is only to exceed the area of disturbance limitation temporarily during construction, in a part of Highland Estates just minimally visible from a very short stretch of Interstate 80 eastbound. The proposed dwelling will certainly *not* be the most visible structure in the area to project into the horizon as viewed from a designated roadway (please see Perspective Sheet 3 attached). The final area of disturbance following completion of construction and revegetation pursuant to a Summit County-approved will fall within the 15,000 square foot limitation. And finally, as noted above, the Property was platted as a developable Lot decades before the adoption of the Snyderville Basin Development Code.

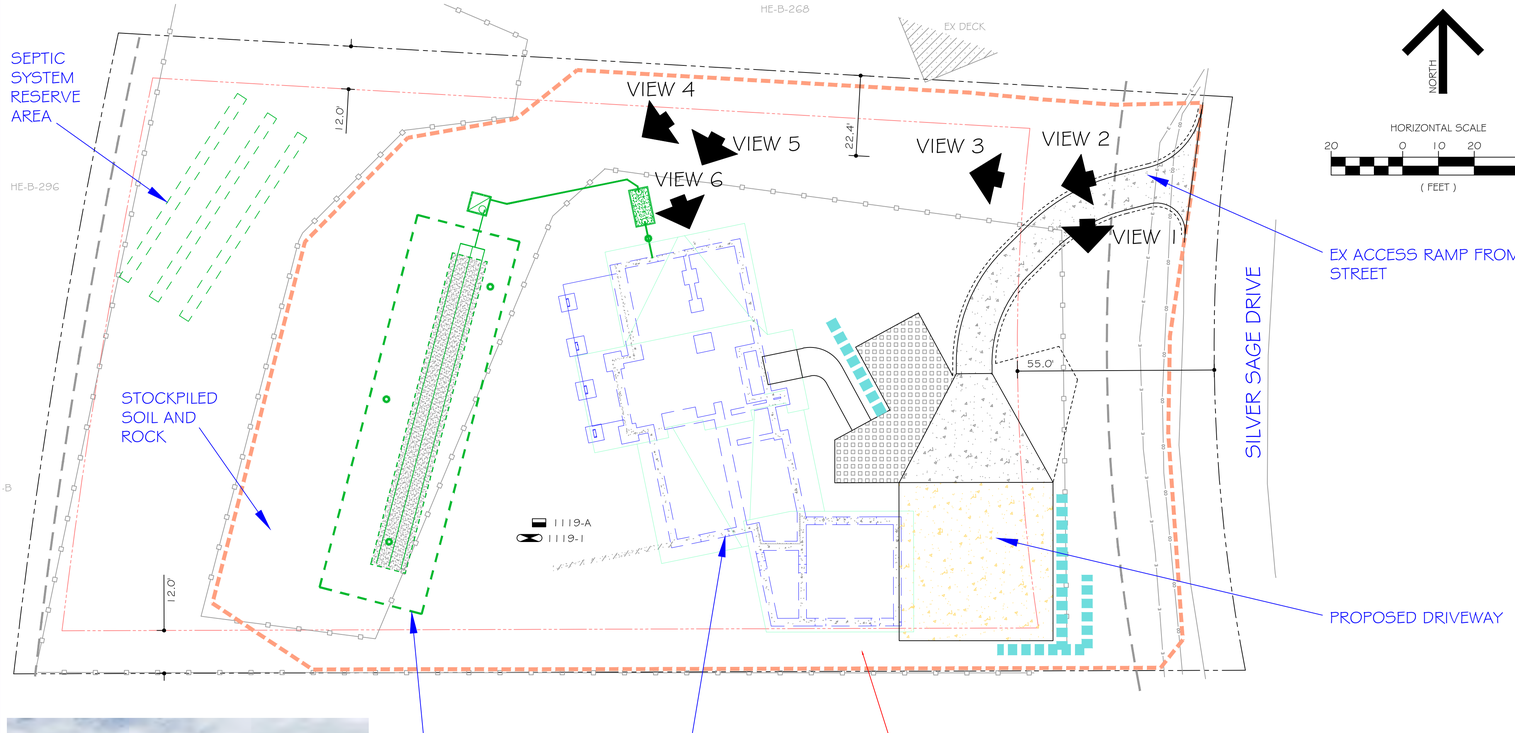
Mr. Mason and I look forward to your timely review of the Special Exception Application. We are happy to schedule a time to sit down and meet to review the Special Exception Application to ensure all of the concerns that have been identified are resolved. We also look forward to meeting with the County Council for review and approval of the Special Exception Application.

Thank you in advance for your professional attention to this matter. Please do not hesitate to contact me with any questions or comments you may have.

Sincerely,

Enclosures:

- Summit County Special Exception Application Form
- Proposed Improvements/ Disturbed Area Sheets 1 and 2
- Perspective Sheet 3



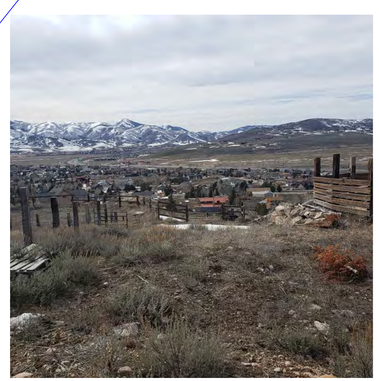


SCATTERED SAGEBRUSH IN PREVIOUSLY DISTURBED GROUND

VIEW 1
LOOKING WEST
4.4.2024



VIEW 2
LOOKING WEST
4.4.2024



VIEW 3
LOOKING WEST
4.4.2024



VIEW 4
LOOKING WEST
4.4.2024



VIEW 5
LOOKING WEST
4.4.2024



VIEW 6
LOOKING WEST
4.4.2024

NORTH

HORIZONTAL SCALE
20 0 10 20 40
(FEET)

LEGEND

- EXISTING SURFACE RUNOFF DIRECTION
- PROPOSED SURFACE RUNOFF DIRECTION
- EXISTING SPOT GRADE & SURFACE CONTOUR: x 7208.00 / TBG; 7290 / 7292
- FINISH SPOT GRADE & SURFACE CONTOUR: ←6400.0 FG; 7270 / 7276
- FINISH GRADE AT TOP & BOTTOM OF WALL: 50.0 FGTW, 46.8 FGBW
- SOIL EVALUATION TEST PIT: I012-2
- PERC TEST: I012-A
- PROPERTY LINE
- SETBACK LINE
- EASEMENT LIMIT
- EX UNDERGROUND GAS LINE: G
- EX UNDERGROUND POWER LINE: E
- EX OVERHEAD WIRE: OHW
- EX UNDERGROUND COMMUNICATIONS: CO
- EX UNDERGROUND WATER LINE: W
- EX SANITARY SEWER LINE: SS
- PROPOSED LIMIT OF RE-DISTURBANCE
- PHOTO DIRECTION: VIEW 3

SITE DATA

PARCEL AREA:	1.27 ± AC
ZONING DISTRICT:	HILLSIDE STEWARDSHIP
PROPOSED USE:	SINGLE FAMILY RESIDENCE
WATER SUPPLY:	HIGH VALLEY WATER CO.
SEWAGE DISPOSAL:	PRIVATE ON-SITE WASTEWATER SYSTEM

DISTURBED AREA ON LOT

EX RECENTLY DISTURBED AREA (ESTIMATE LESS THAN 15 YEARS SINCE LAST DISTURBED):	48,921 SF
EX PREVIOUSLY DISTURBED AREA (ESTIMATE MORE THAN 15 YEARS SINCE LAST DISTURBED):	6,400 SF
TOTAL PREVIOUSLY DISTURBED AREA (ENTIRE LOT):	55,321 SF
EX UNDISTURBED (NATURAL) GROUND:	0 SF
PROPOSED GROSS RE-DISTURBANCE THIS PROJECT:	39,273 SF
PROPOSED FOOTPRINT AFTER REVEGETATION:	11,507 SF

NOTE: DISTURBANCE WITHIN PROPOSED LOD WILL INCLUDE EXCAVATION, GRADING, CONSTRUCTION EQUIPMENT MANEUVERING AND OTHER ACTIVITIES NECESSARY FOR INSTALLATION OF THE PROPOSED IMPROVEMENTS.

ABBREVIATIONS

ACP	ASPHALT CONCRETE PAVEMENT
BLDG	BUILDING
CB	CATCH BASIN
CFS	CUBIC FEET PER SECOND
CIP	CAST-IN-PLACE
CL	CENTERLINE
CMH	COMMUNICATIONS MANHOLE
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT
COMM	COMMUNICATIONS
DIA	DIAMETER
DMH	DRAIN MANHOLE
EG	EXISTING GRADE
EL	ELEVATION
EMH	ELECTRIC MANHOLE
ESHGW	ESTIMATED SEASONAL HIGH GROUNDWATER
EX	EXISTING
FDN	FOUNDATION
FE	FLARED END
FG	FINISH GRADE
FRP	FIBERGLASS REINFORCED PLASTIC
GPM	GALLONS PER MINUTE
GW	GROUNDWATER
HDCI	HEAVY DUTY CAST IRON
HDPE	HIGH DENSITY POLYETHYLENE
HP	HIGH POINT
ID	INSIDE DIAMETER
INT	INTERSECTION
INV	INVERT
LD	LONGEST DIMENSION
LF	LINEAR FEET
LOD	LIMIT OF DISTURBANCE
LP	LOW POINT
MDD	MAXIMUM DRY DENSITY
MEG	MATCH EXISTING GRADE
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
OD	OUTSIDE DIAMETER
PC	POINT OF CURVATURE
PCC	PORTLAND CEMENT CONCRETE
PJDI	PUSH-ON JOINT DUCTILE IRON
PRC	PRECAST REINFORCED CONCRETE
PVC	POLYVINYL CHLORIDE; POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
RCP	REINFORCED CONCRETE PIPE
S	SLOPE
SBED	STREAM BED
SD	STORM DRAIN
SMH	SEWER MANHOLE
SS	SANITARY SEWER; STAINLESS STEEL
TBA	TO BE ABANDONED
TBC	TOP BACK OF CURB
TBD	TO BE DETERMINED
TC	TOP OF CONCRETE
TO	TOP OF
TP	TOP OF PAVEMENT
TYP	TYPICAL
UD	UNDERDRAIN
UP	UTILITY POLE
WMH	WATER MANHOLE
WS	WATER SURFACE

ABBREVIATIONS - AGENCY

COE	US ARMY CORPS OF ENGINEERS
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
PCMC	PARK CITY MUNICIPAL CORPORATION
RMP	ROCKY MOUNTAIN POWER
SBWRD	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
SCEH	SUMMIT COUNTY ENVIRONMENTAL HEALTH
UDOT	UTAH DEPARTMENT OF TRANSPORTATION
WCEH	WASATCH COUNTY ENVIRONMENTAL HEALTH

REFERENCES

1. BOUNDARY LINES AND TOPOGRAPHY DEPICTED HEREON PROVIDED BY SIBSON ASSOCIATES, LAND SURVEYORS, AMERICAN FORK, UTAH; SEE PLAN ENTITLED "BOUNDARY & TOPOGRAPHICAL SURVEY" DATED 10.30.2019.
2. SEE PLAT ENTITLED "HIGHLAND ESTATES PLAT B" BY LAWRENCE E. ALSUP, DATED 3.20.1964, RECORDED INSTRUMENT NO. 99787, 10.26.1964.

DRAWING ISSUED FOR

- ☐ PLANNING
- ☐ CONSTRUCTION
- ■ PERMIT
- ☐ CONSTRUCTION RECORD

THIS DRAWING MAY NOT SHOW CONSTRUCTION DETAILS AND SPECIFICATIONS FOR ALL PROPOSED IMPROVEMENTS, AND MAY NOT IDENTIFY ALL CONSTRUCTION WORK ITEMS AND AREAS OF CONTRACTOR JURISDICTION.

PRELIMINARY

NO.	DATE	BY	CHK	REVISION DESCRIPTION
2	2.4.26	AFS	AFS	ADD SHEETS 2 & 3
1	10.28.25	AFS	AFS	PROPOSED DWELLING MOVED FARTHER WEST

CANYON ENGINEERING
SOLUTIONS FOR LAND
CIVIL ENGINEERING
LAND PLANNING
PERMITTING
PO BOX 982131
PARK CITY, UTAH 84098
VOICE: 435.640.7373 EMAIL: GUS@CANYONENG.COM
WWW.CANYONENG.COM

SITE IMPROVEMENTS

DISTURBED AREA PLAN

PARCEL ID NO. HE-B-268-A
6315 N SILVER SAGE DRIVE
SUMMIT COUNTY, UTAH

PREPARED FOR:
SANDDOLLAR DEVELOPMENT LLC
FAIRFIELD, CT

PLSS GRID LOCATION:
SEC 21 T1S R4E
SLB&M

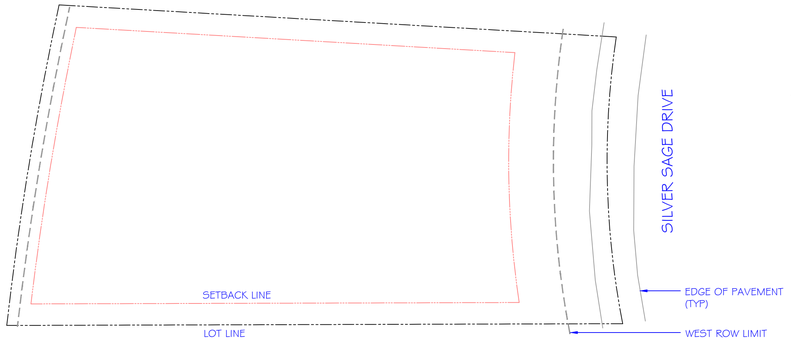
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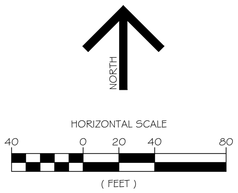
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CANYON ENGINEERING

DATE: MAY 2025

JOB 2407

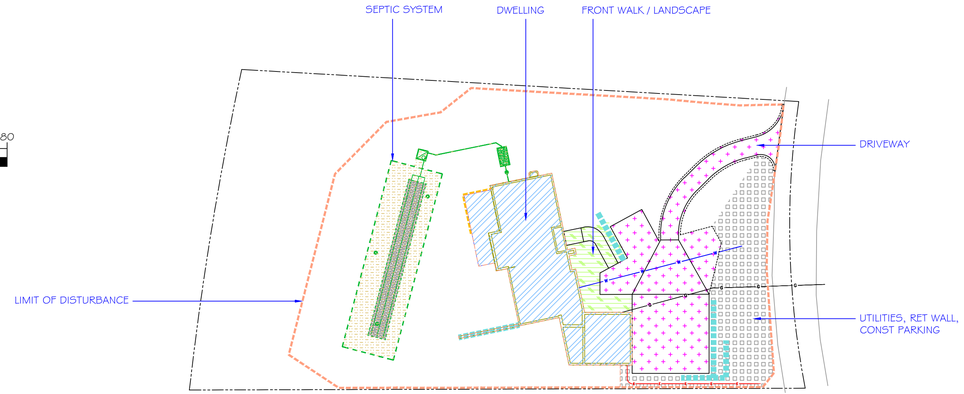
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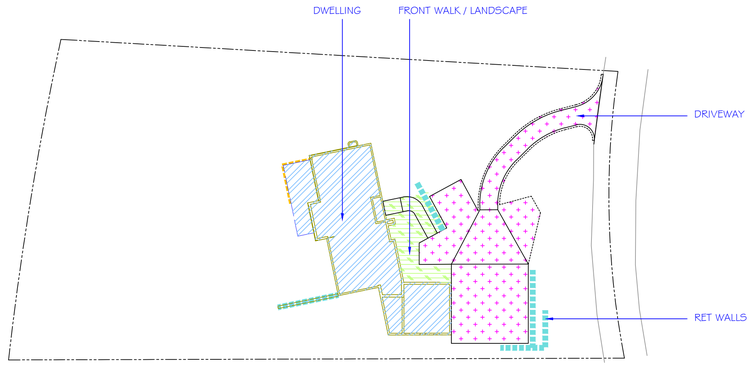
DESCRIPTION	FOOTPRINT (SF)	LOT COVERAGE (%)
LOT	55,284	100.0
STREET PAVEMENT WITHIN LOT	1,559	2.8
STREET ROW WITHIN LOT	4,858	8.8
WITHIN SETBACKS	37,928	68.6

STREET, LOT & SETBACKS
PLAN VIEW



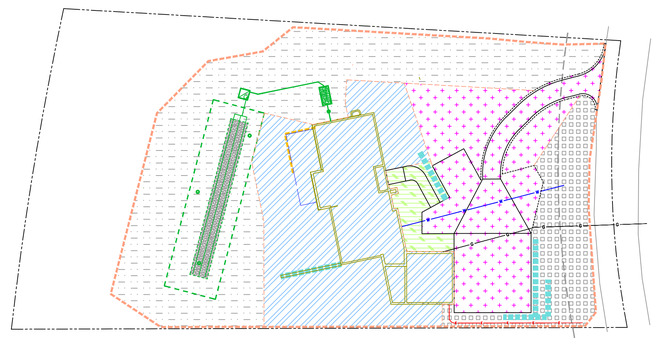
DESCRIPTION	FOOTPRINT (SF)	LOT COVERAGE (%)
DRIVEWAY	5,228	9.5
FRONT WALK / LANDSCAPE	1,119	2.0
DWELLING	4,698	8.5
SEPTIC SYSTEM	3,312	6.0
UTILITIES, RET WALL, CONST PARKING	4,084	7.4

PROPOSED IMPROVEMENTS
PLAN VIEW



DESCRIPTION	FOOTPRINT (SF)	LOT COVERAGE (%)
DRIVEWAY	5,228	9.5
FRONT WALK / LANDSCAPE	1,119	2.0
DWELLING	4,698	8.5
RET WALLS	462	0.0
TOTALS	11,507	20.8 (INCLUDES ROUND-OFF REMAINDERS)

FOOTPRINTS AFTER REVEGETATION
PLAN VIEW



DESCRIPTION	DISTURBED AREA (SF)	LOT COVERAGE (%)
DRIVEWAY	7,160	13.0
FRONT WALK / LANDSCAPE	1,119	2.0
DWELLING	11,220	20.3
SEPTIC SYSTEM	15,690	28.3
UTILITIES, RET WALL, CONST PARKING	4,084	7.4

PROPOSED IMPROVEMENTS PLUS CONSTRUCTION ACTIVITY AREA
PLAN VIEW

ABBREVIATIONS

ACP	ASPHALT CONCRETE PAVEMENT
BLDG	BUILDING
CB	CATCH BASIN
CFS	CUBIC FEET PER SECOND
CIP	CAST-IN-PLACE
CL	CENTERLINE
CMH	COMMUNICATIONS MANHOLE
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT
COMM	COMMUNICATIONS
DIA	DIAMETER
DMH	DRAIN MANHOLE
EG	EXISTING GRADE
EL	ELEVATION
EMH	ELECTRIC MANHOLE
ESHGW	ESTIMATED SEASONAL HIGH GROUNDWATER
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GPM	GALLONS PER MINUTE
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HDPE	HIGH DENSITY POLYETHYLENE
HP	HIGH POINT
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INV	INVERT
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PVT	POINT OF VERTICAL TANGENCY
RCP	REINFORCED CONCRETE PIPE
S	SLOPE
SBED	STREAM BED
SD	STORM DRAIN
SMH	SEWER MANHOLE
SS	SANITARY SEWER; STAINLESS STEEL
TBA	TO BE ABANDONED
TBC	TOP BACK OF CURB
TBD	TO BE DETERMINED
TC	TOP OF CONCRETE
TO	TOP OF
TP	TOP OF PAVEMENT
TYP	TYPICAL
UD	UNDERDRAIN
UP	UTILITY POLE
WMH	WATER MANHOLE
WS	WATER SURFACE

ABBREVIATIONS - AGENCY

COE	US ARMY CORPS OF ENGINEERS
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
PCMC	PARK CITY MUNICIPAL CORPORATION
RMP	ROCKY MOUNTAIN POWER
SBWRD	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
SCEH	SUMMIT COUNTY ENVIRONMENTAL HEALTH
UDOT	UTAH DEPARTMENT OF TRANSPORTATION
WCEH	WASATCH COUNTY ENVIRONMENTAL HEALTH

REFERENCES

1. BOUNDARY LINES AND TOPOGRAPHY DEPICTED HEREON PROVIDED BY SIBSON ASSOCIATES, LAND SURVEYORS, AMERICAN FORK, UTAH; SEE PLAN ENTITLED "BOUNDARY & TOPOGRAPHICAL SURVEY" DATED 10.30.2019.
2. SEE PLAT ENTITLED "HIGHLAND ESTATES PLAT B" BY LAWRENCE E. ALSUP, DATED 3.20.1964, RECORDED INSTRUMENT NO. 99787, 10.26.1964.

DRAWING ISSUED FOR

- ☐ PLANNING
- ☐ CONSTRUCTION
- ■ PERMIT
- ☐ CONSTRUCTION RECORD

THIS DRAWING MAY NOT SHOW CONSTRUCTION DETAILS AND SPECIFICATIONS FOR ALL PROPOSED IMPROVEMENTS, AND MAY NOT IDENTIFY ALL CONSTRUCTION WORK ITEMS AND AREAS OF CONTRACTOR JURISDICTION.

PRELIMINARY

NO.	DATE	BY	CHK	REVISION DESCRIPTION

CANYON ENGINEERING
SOLUTIONS FOR LAND
CIVIL ENGINEERING
LAND PLANNING
PERMITTING
PO BOX 982131
PARK CITY, UTAH 84098
VOICE: 435.640.7373 EMAIL: GUS@CANYONENG.COM
WWW.CANYONENG.COM

SITE IMPROVEMENTS

DISTURBED AREA PLAN
LOT COVERAGE

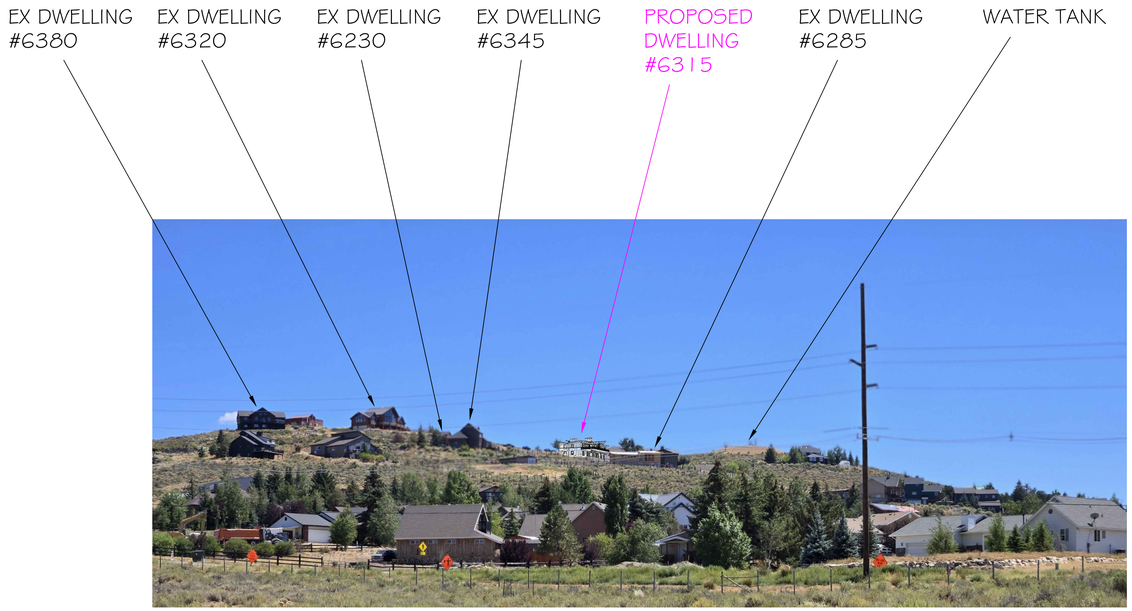
PARCEL ID NO. HE-B-268-A
6315 N SILVER SAGE DRIVE
SUMMIT COUNTY, UTAH

PREPARED FOR:
SANDDOLLAR DEVELOPMENT LLC
FAIRFIELD, CT

PLSS GRID LOCATION:
SEC 21 T1S R4E
SLB&M

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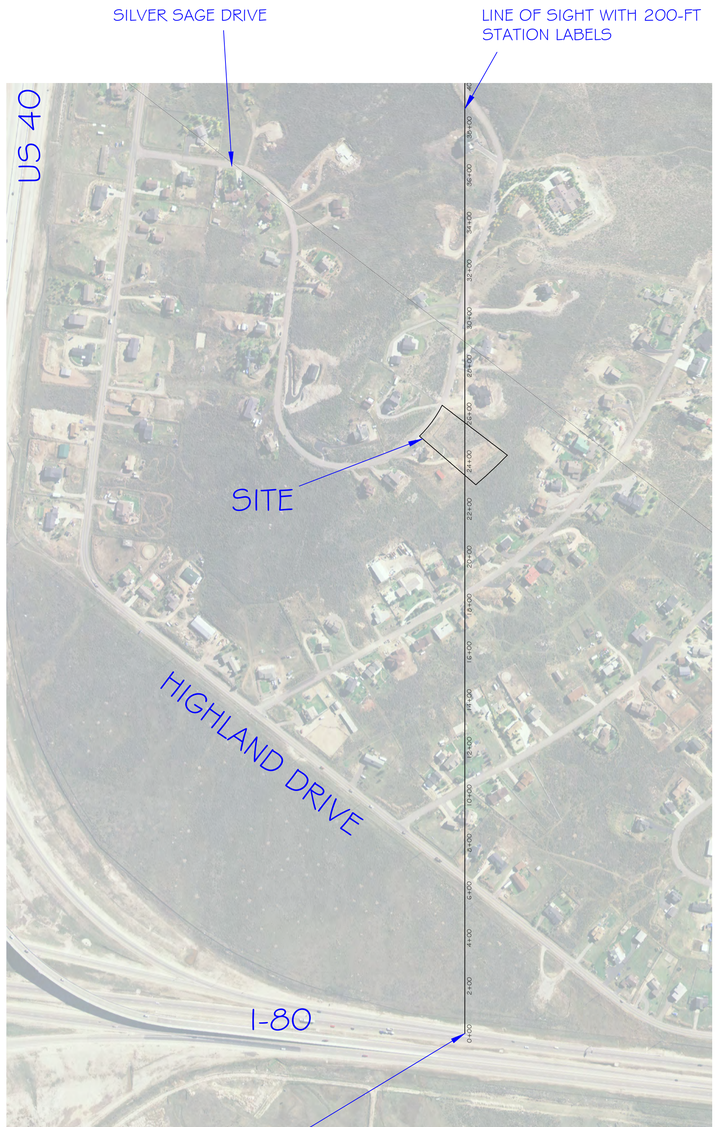
DES. BY: AFS
CHK. BY: AFS
DATE: MAY 2025
CANYON ENGINEERING
JOB 2407
2 OF 3



PERSPECTIVE



ALL STREET NUMBERS NOTED AT LEFT ARE SILVER SAGE DRIVE



PLAN VIEW

HORIZONTAL SCALE

300 0 150 300 600

(FEET)

ABBREVIATIONS

ACP	ASPHALT CONCRETE PAVEMENT
BLDG	BUILDING
CB	CATCH BASIN
CFS	CUBIC FEET PER SECOND
CIP	CAST-IN-PLACE
CL	CENTERLINE
CMH	COMMUNICATIONS MANHOLE
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT
COMM	COMMUNICATIONS
DIA	DIAMETER
DMH	DRAIN MANHOLE
EG	EXISTING GRADE
EL	ELEVATION
EMH	ELECTRIC MANHOLE
ESHGW	ESTIMATED SEASONAL HIGH GROUNDWATER
EX	EXISTING
FDN	FOUNDATION
FE	FLARED END
FG	FINISH GRADE
FRP	FIBERGLASS REINFORCED PLASTIC
GPM	GALLONS PER MINUTE
GW	GROUNDWATER
HDCI	HEAVY DUTY CAST IRON
HDPE	HIGH DENSITY POLYETHYLENE
HP	HIGH POINT
ID	INSIDE DIAMETER
INT	INTERSECTION
INV	INVERT
LD	LONGEST DIMENSION
LF	LINEAR FEET
LOD	LIMIT OF DISTURBANCE
LP	LOW POINT
MDD	MAXIMUM DRY DENSITY
MEG	MATCH EXISTING GRADE
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
OD	OUTSIDE DIAMETER
PC	POINT OF CURVATURE
PCC	PORTLAND CEMENT CONCRETE
PJDI	PUSH-ON JOINT DUCTILE IRON
PRC	PRECAST REINFORCED CONCRETE
PVC	POLYVINYL CHLORIDE; POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
RCP	REINFORCED CONCRETE PIPE
S	SLOPE
SBED	STREAM BED
SD	STORM DRAIN
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PRELIMINARY

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PERMITTING

PO BOX 982131
PARK CITY, UTAH 84098

VOICE: 435.640.7373 EMAIL: GUS@CANYONENG.COM
WWW.CANYONENG.COM

SITE IMPROVEMENTS

DISTURBED AREA PLAN PERSPECTIVE FROM I-80

PARCEL ID NO. HE-B-268-A
6315 N SILVER SAGE DRIVE
SUMMIT COUNTY, UTAH

PREPARED FOR:
SANDDOLLAR DEVELOPMENT LLC
FAIRFIELD, CT

PLSS GRID LOCATION:
SEC 21 T1S R4E
SLB&M

DES. BY: AFS
CHK. BY: AFS

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DATE: MAY 2025
CANYON ENGINEERING

JOB 2407

3 OF 3

Mason Residence

PROJECT #20446

PROJECT DESCRIPTION & APPLICABLE CODES

THIS PROJECT CONSISTS OF THE NEW CONSTRUCTION OF A 2-STORY SINGLE FAMILY RESIDENCE IN PARK CITY, SUMMIT COUNTY, UT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL WORK INCLUDING ALL SITE DEMOLITION, REMOVAL OF ALL CONSTRUCTION DEBRIS AND WASTE, NEW CONSTRUCTION WORK & CONNECTION TO ON-SITE UTILITIES.

:ZONING DISTRICT: HILLSIDE STEWARDSHIP

:APPLICABLE CODES:
INTERNATIONAL RESIDENTIAL CODE 2021

THE GENERAL CONTRACTOR SHALL COMPLY WITH CODES, LAWS, ORDINANCES, RULES AND REGULATIONS OF ALL PUBLIC AUTHORITIES GOVERNING THE WORK.

BASIC REQUIREMENTS & GENERAL NOTES

:BASIC REQUIREMENTS:

1. SCOPE: CONTRACT INCLUDES ALL LABOR, MATERIALS, EQUIPMENT AND DEVICES FOR CONSTRUCTION OF RESIDENCE. THE INTENT IS THAT THE CONTRACTOR WILL TURN OVER TO THE OWNER A COMPLETED RESIDENCE AND SITE AS SHOWN ON THE DRAWINGS AND DESCRIBED IN THE SPECIFICATIONS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE AND INSURE THE SAFETY OF THE BUILDING AND COMPONENT PARTS DURING ERECTION. THIS INCLUDES THE ADDITION OF WHATEVER SHORING, TEMPORARY BRACING, ETC., NECESSARY. SUCH MATERIAL SHALL REMAIN THE CONTRACTOR'S PROPERTY AFTER COMPLETION OF THE PROJECT.
2. ALL CONSTRUCTION WORK SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES. THE PROJECT IS IN PARK CITY, UT, SNYDERVILLE BASIN DISTRICT, SUMMIT COUNTY. CONTRACTOR SHALL APPLY AND PAY FOR PERMITS. THE CONTRACTOR SHALL ARRANGE FOR AND PAY FOR ALL INSPECTIONS BY JURISDICTIONAL AUTHORITIES AS REQUIRED BY TOWNSHIP, STATE AND GOVERNMENTAL AUTHORITIES. CONSTRUCTION WORK SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS, INCLUDING CURRENT CONSTRUCTION STANDARDS.
3. INTERIOR LAYOUT SHALL BE APPROVED BY OWNER AND ARCHITECT BEFORE PROCEEDING.
4. THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING THE SITE AND VERIFYING THE CONDITIONS, CONSTRUCTION DATA, UTILITIES AND DIMENSIONS OF THE EXISTING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO VERIFY THE LOCATION OF ALL UTILITIES BEFORE THE START OF WORK. THE ACCURACY AND COMPLETENESS OF ANY UTILITIES SHOWN ON THE DRAWINGS ARE NOT GUARANTEED.
5. ALL MANUFACTURERS' INSTRUCTIONS, WARRANTIES AND INSTALLATION INSTRUCTIONS SHALL BE FORWARDED BY THE CONTRACTOR TO THE OWNER AT THE END OF CONSTRUCTION FOR ALL HARDWARE, ELECTRICAL FIXTURES, HEATING DEVICES, PLUMBING DEVICES AND FIXTURES SPECIFIED.
6. THE OWNER OR THE OWNER'S CONSTRUCTION REPRESENTATIVES RESERVE THE RIGHT TO INSPECT ANY PORTION OF THE WORK AND REQUEST CORRECTION TO THE OWNER'S SATISFACTION, AT THE CONTRACTOR'S EXPENSE, IF SUCH WORK IS FOUND NOT TO BE COMPLETED IN ACCORDANCE WITH THE CODES, SPECIFICATIONS AND DRAWINGS.
7. THE CONTRACTOR SHALL UTILIZE AND BE RESPONSIBLE FOR PROPER TEMPORARY BRACING OF ALL CONSTRUCTION WORK IN PROGRESS.
8. DO NOT SCALE DRAWINGS.
9. ANY DISCREPANCIES WITHIN THE DRAWINGS, SPECIFICATIONS, OR WITH CODES OR STANDARDS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT FOR CORRECTIVE ACTION PRIOR TO COMMENCEMENT OF THE WORK.
10. FIELD CHANGES TO STRUCTURE REQUIRE PRIOR STRUCTURAL ENGINEERING REVIEW AND WRITTEN ACCEPTANCE BY THE STRUCTURAL ENGINEER OR ARCHITECT.
11. CONSTRUCTION SAFETY, PROCEDURES, MEANS AND METHODS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
12. WHERE A MANUFACTURER AND/OR MODEL NUMBER IS NOT SPECIFIED FOR A PARTICULAR ITEM, THE CONTRACTOR SHALL CHOOSE A REPUTABLE MANUFACTURER, SELECT A MODEL WITHIN A MODERATE PRICE RANGE AND SUBMIT INFORMATION ON THE SELECTED ITEM TO THE OWNER AND ARCHITECT FOR APPROVAL.
13. PROJECT IDENTIFICATION: OTHER THAN THE ARCHITECT'S AND GENERAL CONTRACTOR'S STANDARD COMPANY SIGNS, NO BILLS, ADVERTISING OR DISPLAYS ARE PERMITTED AT THE SITE.
14. SUBSTITUTIONS: NO SUBSTITUTIONS OF MATERIALS SHALL BE PERMITTED WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT.
15. CLEANING: INCLUDING WINDOW WASHING AND CLEANING, PRIOR TO TURNING BASEMENT OVER TO OWNER.

:ARCHITECTURAL NOTES:

1. ALL DIMENSIONS ARE DRAWN TO FACE OF STUD OR MASONRY.
2. ALL WINDOW, DOOR AND CASED OPENINGS ARE DIMENSIONED TO THE CENTER LINE FOR FRAMED CONSTRUCTION, AND TO THE MASONRY OPENING FOR MASONRY CONSTRUCTION, UNO.
3. NIC: "NOT IN CONTRACT" DENOTES THAT THE ITEM IS NOT THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
4. SBO: "SUPPLIED BY OWNER" DENOTES THAT THE ITEM WILL BE SUPPLIED BY OWNER AND INSTALLED BY CONTRACTOR.
5. ARCHITECT HAS PROVIDED A PRELIMINARY LIGHTING PLAN FOR DISCUSSION W/ OWNER.
6. G.C. AND ELECTRICAL CONTRACTOR(S) TO WALK THE PROJECT W/ OWNER TO DETERMINE POWER / DEVICE LOCATIONS.

PROJ. INFO. / PARTIES TO THE CONTRACT

OWNER / CLIENT

Mr. & Mrs. Thomas Mason
6315 Silver Sage Drive
Park City, UT 84098

CIVIL ENGINEER

Canyon Engineering
PO Box 982131
Park City, UT 84098
Contact: Gus Sharry, PE
Email: gus@canyoneng.com
Phone: (435) 640-7373

ARCHITECT

Archer & Buchanan Architecture, LTD
125 W. Miner St.
West Chester, PA 19382
Phone: (610) 692-9112

Contact: Chad V. Peterson, AIA
cvpeterson@archerbuchanan.com

Michele Thackrah, AIA
mlthackrah@archerbuchanan.com

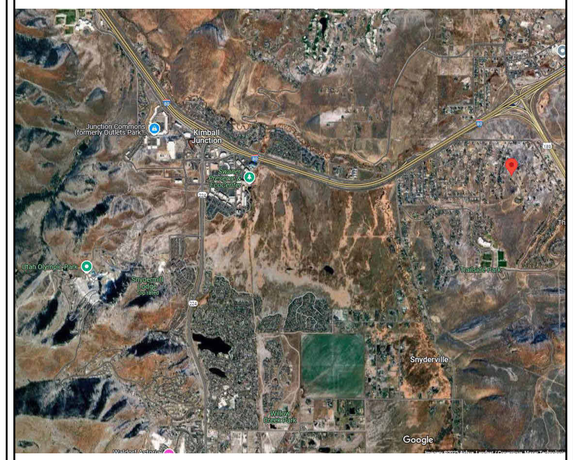
STRUCTURAL ENGINEER

Acute Engineering, Inc.
744 S 400 E
Orem, UT 84097
Contact: Connor Jensen, PE
Email: connor@acuteeng.com
Phone: (801) 229-9020

GENERAL CONTRACTOR

SandDollar Development, LLC
PO Box 474
Fairfield, CT 06824
Contact: Thomas Mason
Phone: (203) 209-6707

LOCATION MAP



SYMBOLS

INTERIOR ELEVATIONS

BUILDING SECTION

WALL SECTION

DETAIL SECTION

ROOM NAME
FINISH
ROOM TAG

DP
DATUM PT. (DP)
TEST BORING (TB)
WORK POINT (WP)
CONTROL POINT (CP)

1st FL.
T.O. SUB FLOOR
ELEV. 0'-0"
DATUM LINE

12
DOOR TAG

14
WINDOW TAG

7
REVISION TAG

BRICK
C.M.U.
CONCRETE
STONE VENEER
EARTH
BATT OR BLOWN- IN INSULATION
RIGID INSULATION
METAL, ALUM., ETC.
STEEL
METAL, FLASHING, SMALL SCALE STRUCTURE

CRUSHED STONE
PLASTER, STUCCO, MORTAR, SAND
FINISHED WOOD
ROUGH WOOD
WOOD BLOCKING
PLYWOOD
CARPET
SHINGLE

ABBREVIATIONS

AB.....ANCHOR BOLT	DW.....DISHWASHER	LSL.....LAMINATED STRAND LUMBER	SDL.....SIMULATED DIVIDED LIGHT
ABV.....ABOVE	DWG.....DRAWING	LVL.....LAMINATED VENEER LUMBER	SECT.....SECTION
ACT.....ACOUSTIC CEILING TILE	EA.....EACH	LVT.....LUXURY VINYL TILE	SF.....SQUARE FOOT/FEET
ADJ.....ADJUSTABLE	(E)/EXIST/EXIST'G.....EXISTING	MIR.....MIRROR	SH.....SHELVES
ADA.....AMERICAN DIABILITIES ACT	EG.....EGRESS	MAX.....MAXIMUM	SHT.....SHEET
AFF.....ABOVE FINISH FLOOR	EL/ELEV.....ELEVATION	MBL.....MARBLE	SHWR.....SHOWER
ALT.....ALTERNATE	E/ELEC.....ELECTRIC(AL)	MC.....MEDICINE CABINET	SIM.....SIMILAR
ALUM.....ALUMINUM	EQ.....EQUAL	ME/TME.....(TO) MATCH EXISTING	SIP...STRUCTURAL INSULATED PANEL
ARCH.....ARCHITECTURAL	EW.....EACH WAY	M/MECH.....MECHANICAL	SOG.....SLAB ON GRADE
BAR.....REBAR	EXP.....EXPANSION	MFG/MFR.....MANUFACTURER	SP.....SINGLE PANEL
BD.....BOARD	EXT.....EXTERIOR	MIN.....MINIMUM	SPEC.....SPECIFICATION
B'FAST.....BREAKFAST	FA.....FRESH AIR	MLDG.....MOLDING	SPF.....SPRAY FOAM INSULATION
BLDG.....BUILDING	FD.....FLOOR DRAIN	MO.....MASONRY OPENING	SQ.....SQUARE
BLW.....BELOW	FF.....FROST FREE	MTD.....MOUNTED	S'STRUCT.....STRUCTURAL
BO.....BOTTOM OF	FIN.....FINISH	MTL.....METAL	ST.....STONE TILE
BOT.....BOTTOM	FLR.....FLOOR	MW.....MICROWAVE	SS/ST-STL.....STAINLESS STEEL
BRG.....BEARING	FNDTN.....FOUNDATION	(N).....NEW	STL.....STEEL
CAB.....CABINET	FP.....FIRE PLACE	NA.....NOT APPLICABLE	STOR.....STORAGE
CI.....CAST IRON	FT.....FEET/FOOT	NIC.....NOT IN CONTRACT	T.....TREAD
CJ.....CEILING JOIST	FTG.....FOOTING	NTS.....NOT TO SCALE	TB.....TOWEL BAR
CL.....CENTER LINE	GA.....GAUGE	O.....OVEN	T&B.....TOP & BOTTOM
CLG.....CEILING	GC.....GENERAL CONTRACTOR	OA.....OVER ALL	TBD.....TO BE DETERMINED
CLO.....CLOSET	GFI.....GROUND FAULT INTERRUPT	OC.....ON CENTER	TDL.....TRUE DIVIDED LIGHT
CMU.....CONCRETE MASONRY UNIT	GWB.....GYPSUM WALL BOARD	OH.....OVER HEAD	T&G.....TONGUE AND GROOVE
CO.....CASED OPENING	HB.....HOSE BIB	OPP.....OPPOSITE	THR/THRESH.....THRESHOLD
COL.....COLUMN	H/C.....HOT/COLD	P.....PLUMBING	TO.....TOP OF
CONC.....CONCRETE	H-D.....HEAVY DUTY	PL/PLT.....PLATE	TPH.....TISSUE PAPER
CONT.....CONTINUOUS	HDR.....HEADER	PR.....POWDER ROOM	TME.....TO MATCH EXISTING
CONTR.....CONTRACTOR	HP.....HIGH POINT	PSL.....PARALLEL STRAND LUMBER	TYP.....TYPICAL
CPT.....CARPET	HR.....HOUR	PT.....PRESSURE TREATED	UNEX.....UNEXCAVATED
CR.....CURTAIN ROD	HT.....HEIGHT	PTD.....PAINTED	UNO.....UNLESS NOTED OTHERWISE
CT.....CERAMIC TILE	HYD.....HYDRANT	R.....RISER	VB.....VAPOR BARRIER
CTR.....CENTER	ICF.....INSULATED CONCRETE FORM	RR/RAF/RAFT.....RAFTER	VCT.....VINYL COMPOSITION TILE
D.....DRYER	INCL.....INCLUDING	REF.....REFRIDGERATOR	VIF.....VERIFY IN FIELD
DBL.....DOUBLE	INS/INSUL.....INSULATION	REINF.....REINFORCING	W.....WASHING MACHINE
DET/DTL.....DETAIL	JST.....JOIST	REQ'D.....REQUIRED	W/.....WITH
DIA.....DIAMETER	KW.....KNEE WALL	RM.....ROOM	WC.....WATER CLOSET
DIFF.....DIFFUSER	LAV.....LAVATORY/SINK	RO.....ROUGH OPENING	WD.....WOOD
DN.....DOWN	LB.....LOAD BEARING	R&S.....ROD AND SHELF	WH.....WATER HEATER
DR.....DOOR	LIN.....LINEN CLOSET	SAF.....SELF-ADHERED FLASHING	WP.....WATER PROOF
DS.....DOWNSPOUT	LP.....LOW POINT	SBO.....SUPPLIED BY OTHERS	WRB....WEATHER RESISTIVE BARRIER
			WWF.....WELDED WIRE FABRIC

LIST OF DRAWINGS

C-0	COVER SHEET
SP-1.0	ARCHITECTURAL SITE PLAN
A-1.0	LOWER LEVEL PLAN
A-1.1	FIRST FLOOR PLAN
A-1.2	CLERESTORY, GARAGE AND ROOF PLANS
A-1.3	RAFTER BEAM LAYOUT PLAN
A-2.0	EXTERIOR ELEVATIONS
A-2.1	EXTERIOR ELEVATIONS
A-2.2	HEIGHT CEILING STUDY
A-3.0	BUILDING SECTIONS
A-3.1	BUILDING SECTIONS
A-4.0	WALL SECTIONS AND DETAILS
A-5.0	DOOR SCHEDULES AND DETAILS
A-5.1	WINDOW SCHEDULES AND DETAILS

REFERENCE CIVIL & STRUCTURAL DRAWINGS UNDER SEPARATE COVER

ISSUED FOR:
PERMIT

ARCHER & BUCHANAN
ARCHITECTURE
125 West Miner Street, West Chester, PA 19382

PROJECT NO.: 20446

PROPOSED RESIDENCE FOR:
Mr. & Mrs. Thomas Mason
6315 Silver Sage Drive, Park City, UT 84098

SEAL

ISSUED
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10/20/2025 Issued for Permit

COVER SHEET
C-0



1 SP-1.0 ARCHITECTURAL SITE PLAN

SCALE: 1/16" = 1'-0"

N

WALL KEY
NEW FRAME WALLS
STONE VENEER WALLS
CONCRETE BLOCK WALLS
CAST IN PLACE CONCRETE
EXISTING WALLS
SOUND ATTENUATION

ISSUED FOR:
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PROJECT NO.: 20446

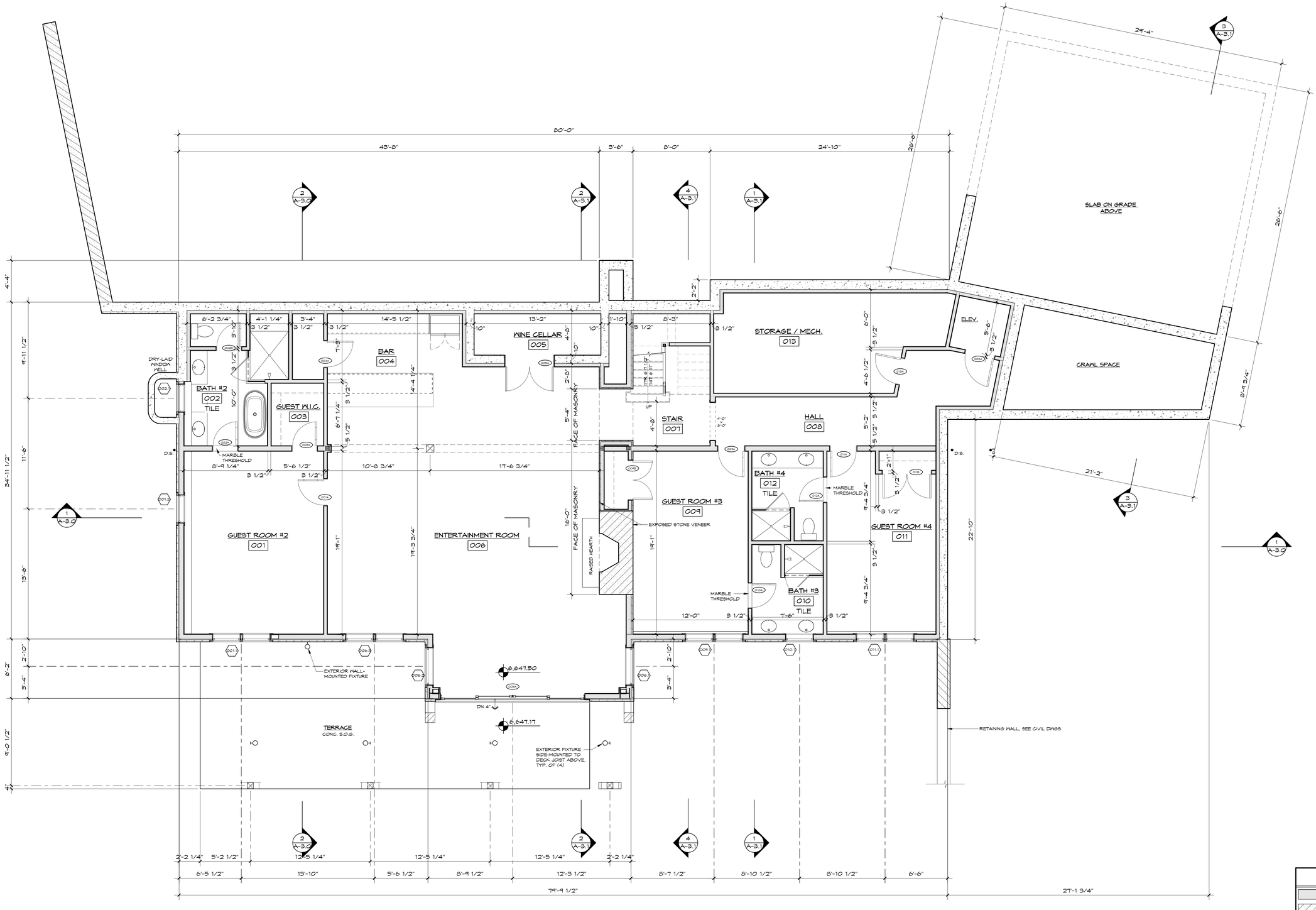
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ARCHITECTURAL SITE PLAN

SP-1.0



1 A-1.0 LOWER LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"

ACTUAL NORTH
PROJECT NORTH

WALL KEY
NEW FRAME WALLS
STONE VENEER WALLS
CONCRETE BLOCK WALLS
CAST IN PLACE CONCRETE
EXISTING WALLS
SOUND ATTENUATION

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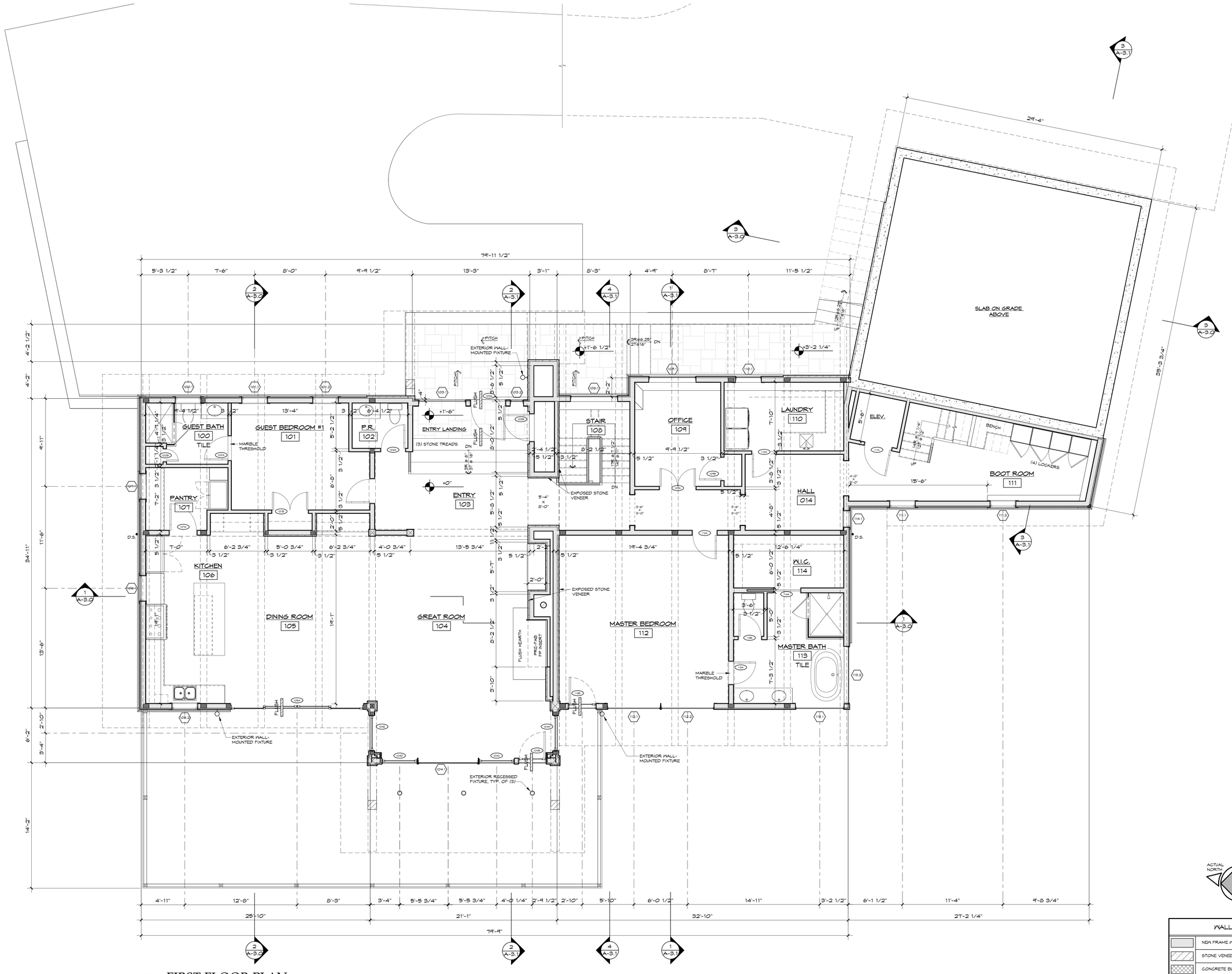
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NO | DATE | TITLE
1 | 10/20/2025 | Issued for Permit
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LOWER LEVEL PLAN
A-1.0

EXHIBIT A.11



1 A-1.1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

ACTUAL NORTH
PROJECT NORTH

WALL KEY
NEW FRAME WALLS
STONE VENEER WALLS
CONCRETE BLOCK WALLS
CAST IN PLACE CONCRETE
EXISTING WALLS
SOUND ATTENUATION

ISSUED FOR: **PERMIT**

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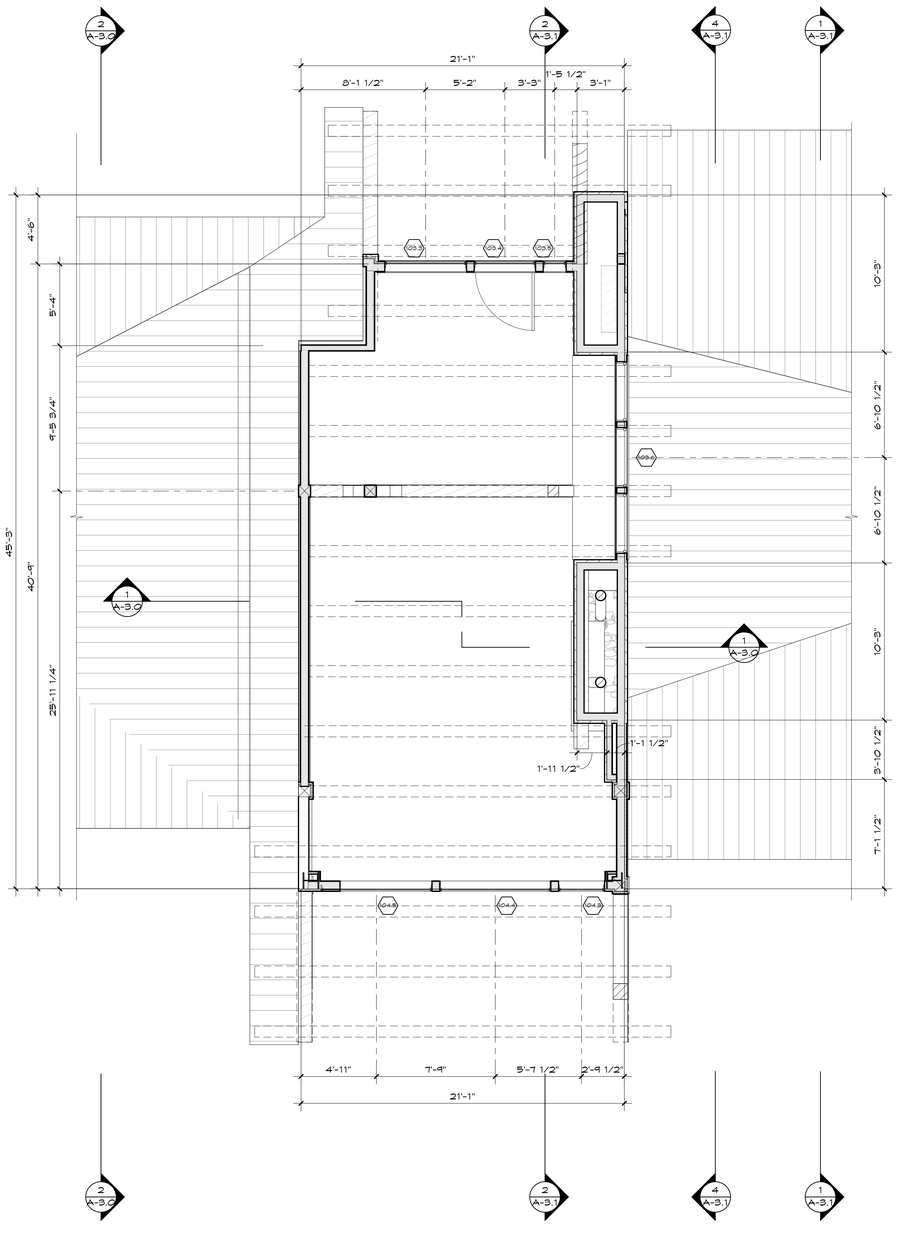
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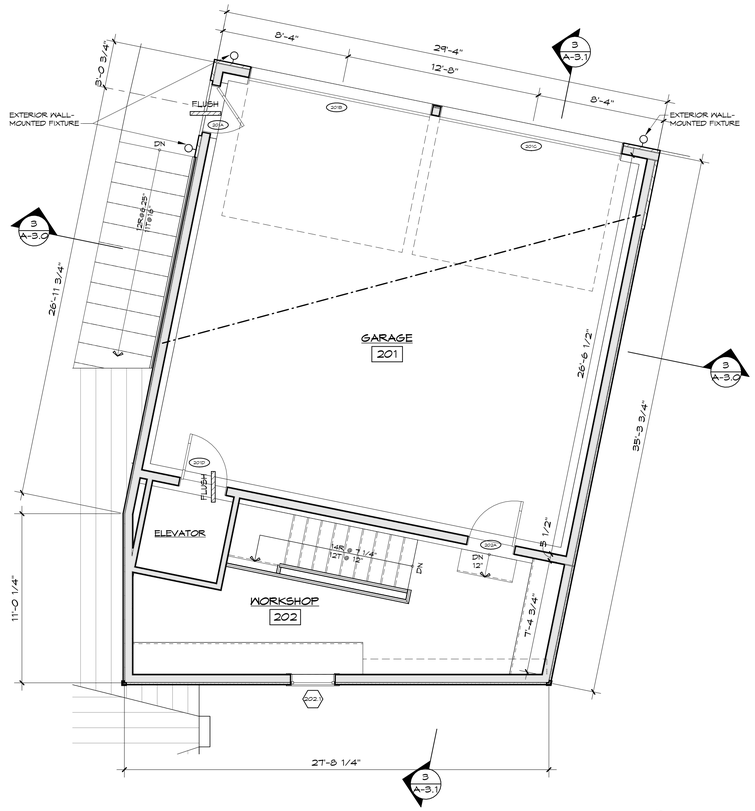
ISSUED
NO. DATE TITLE
1 10/20/2025 Issued for Permit

FIRST FLOOR PLAN

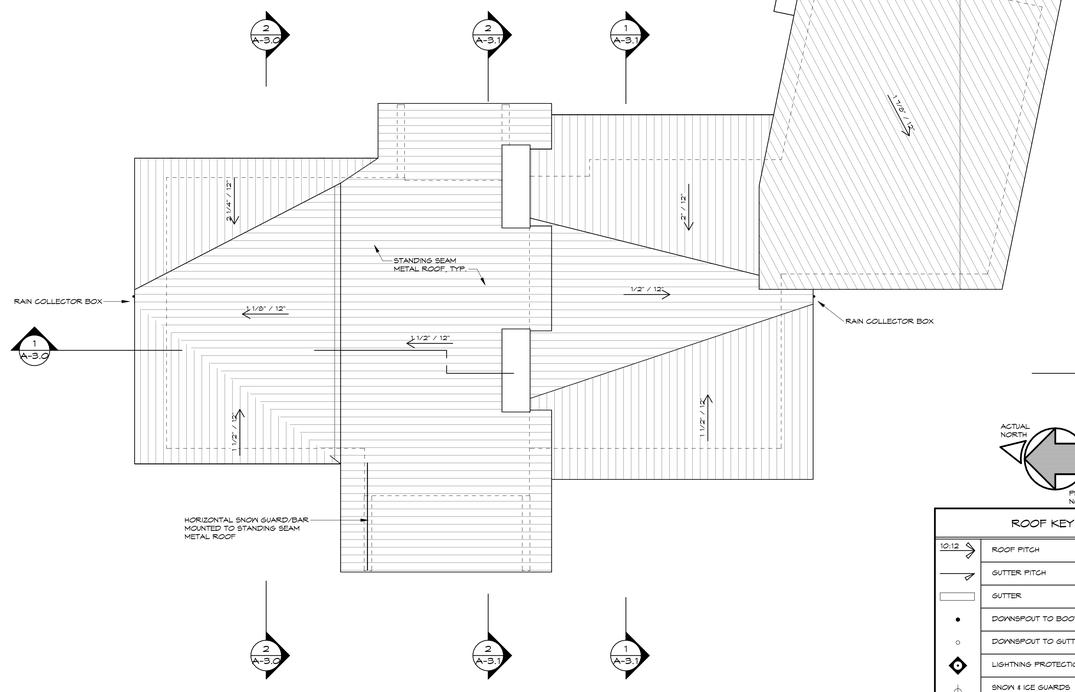
A-1.1



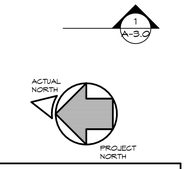
1 A-1.2 CLERESTORY PLAN
SCALE: 1/4" = 1'-0"



2 A-1.2 GARAGE FLOOR PLAN
SCALE: 1/4" = 1'-0"



3 A-1.2 ROOF PLAN
SCALE: 1/8" = 1'-0"



ROOF KEY	
10:12	ROOF PITCH
	GUTTER PITCH
	GUTTER
•	DOWNSPOUT TO BOOT
○	DOWNSPOUT TO GUTTER
◇	LIGHTNING PROTECTION
	SNOW & ICE GUARDS

WALL KEY	
	NEW FRAME WALLS
	STONE VENEER WALLS
	CONCRETE BLOCK WALLS
	CAST IN PLACE CONCRETE
	EXISTING WALLS
	SOUND ATTENUATION

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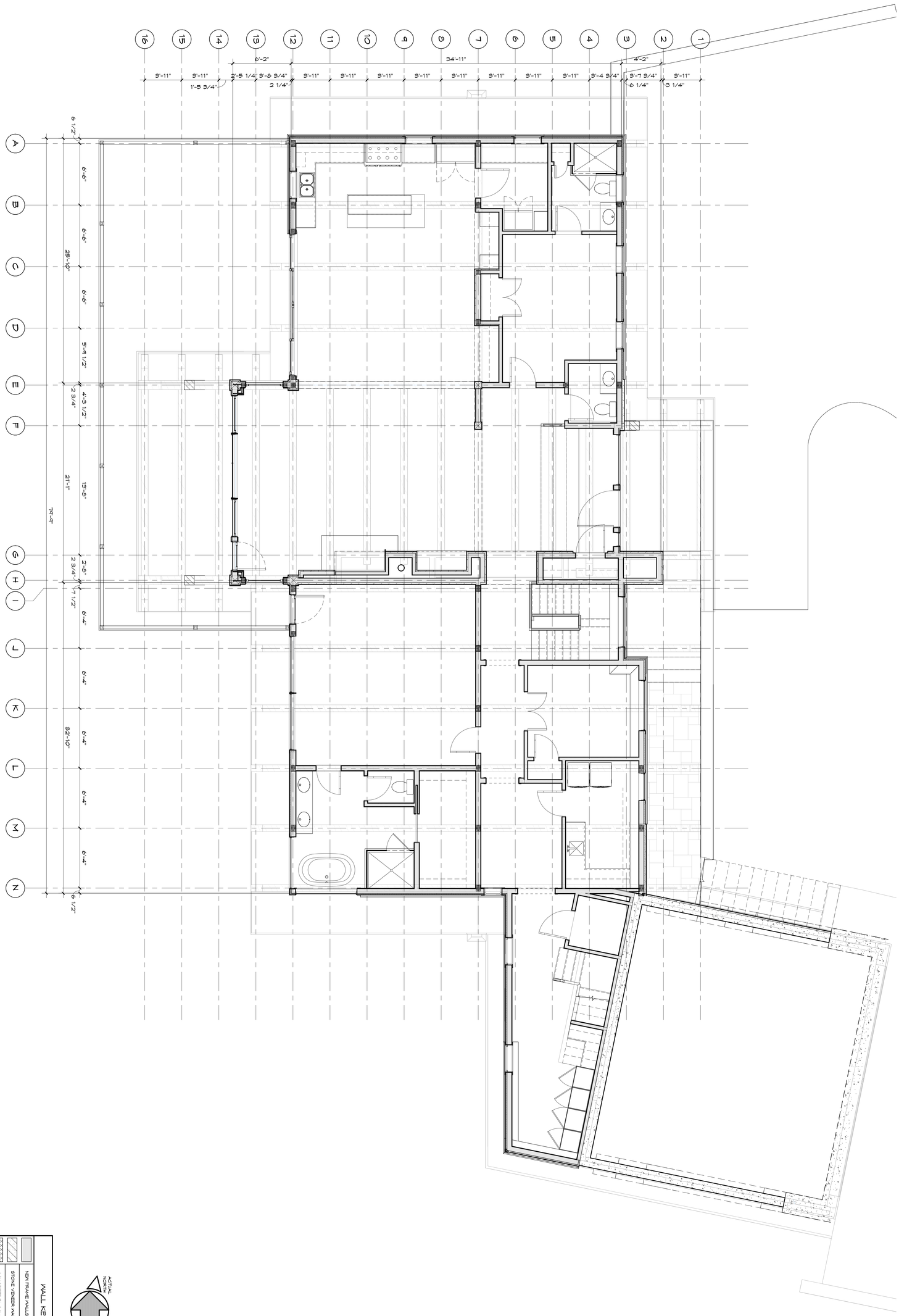
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CLERESTORY, GARAGE AND ROOF PLANS

A-1.2

RAFTER BEAM LAYOUT PLAN

1 A-1.3 — SCALE: 1/4" = 1'-0"



WALL KEY

- NEW FRAME WALLS
- STONE VENEER WALLS
- CONCRETE BLOCK WALLS
- CAST IN PLACE CONCRETE
- EXISTING WALLS
- SOUND ATTENUATION

ACTUAL NORTH
PROJECT NORTH

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RAFTER BEAM LAYOUT PLAN

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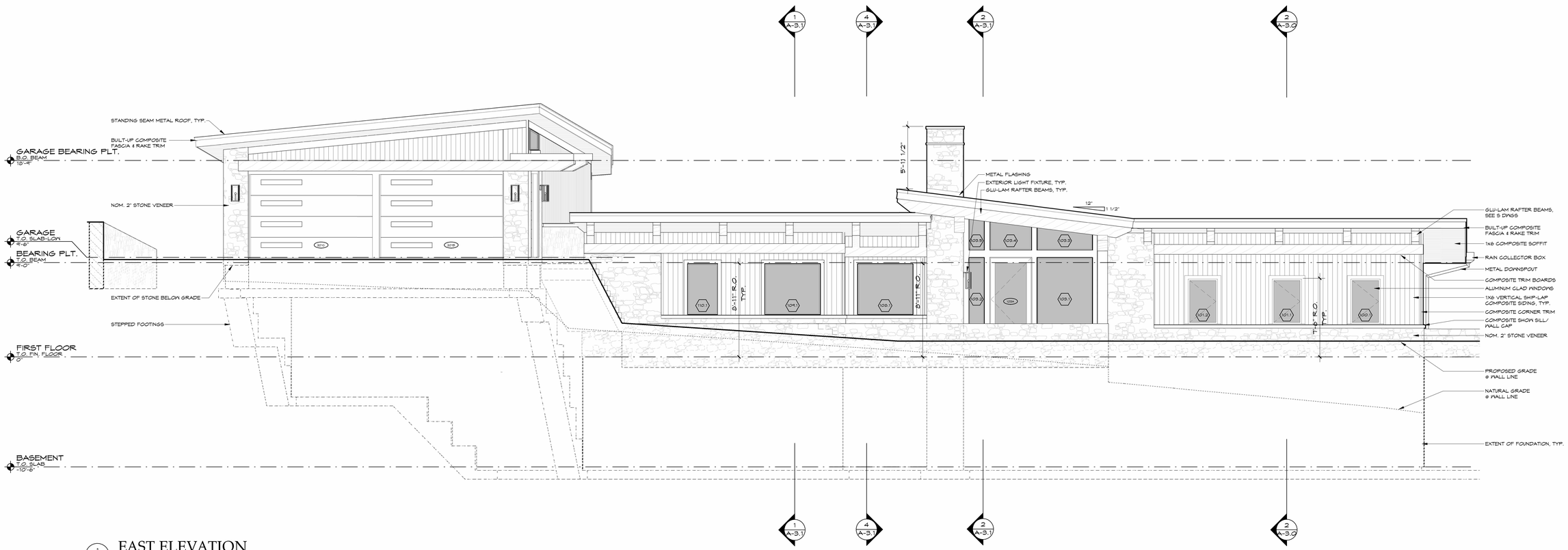
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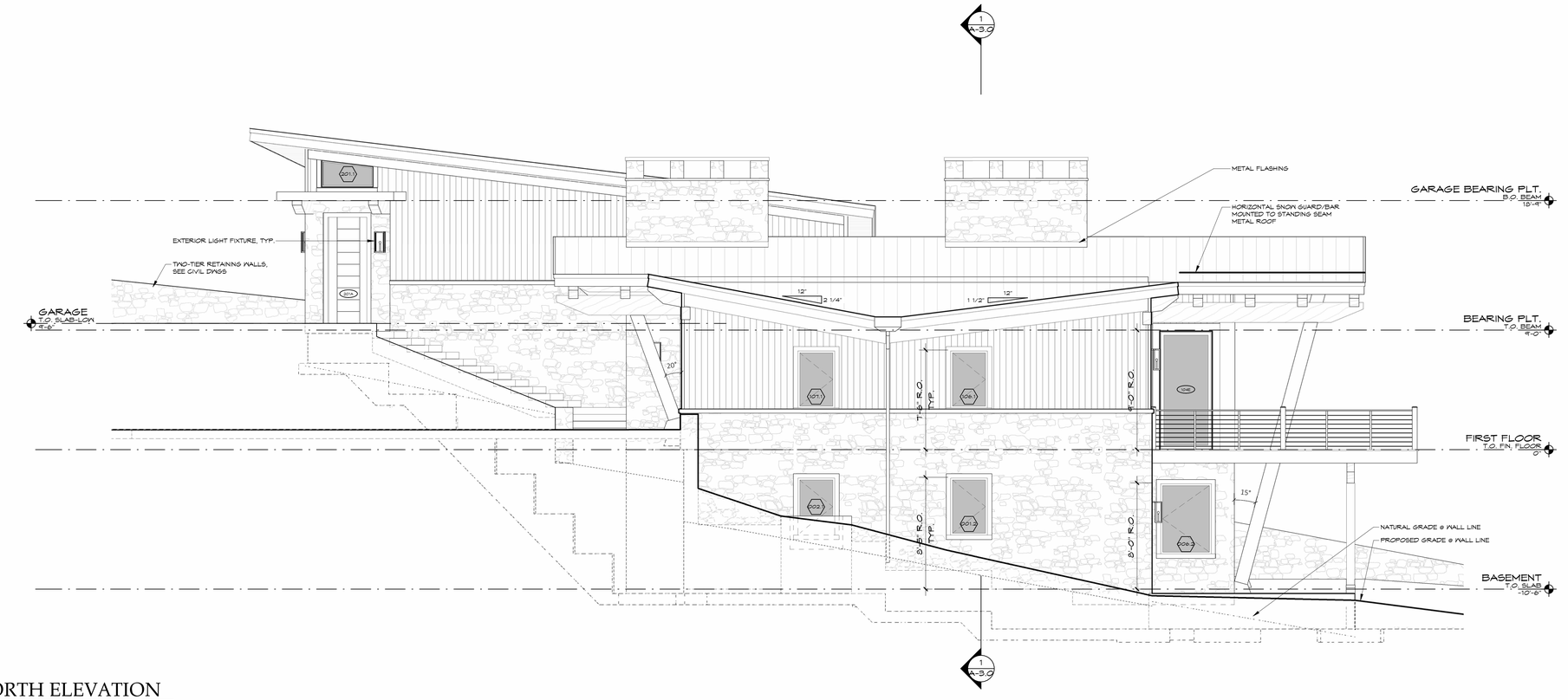
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EXHIBIT A.13



1 A-2.0 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 A-2.0 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

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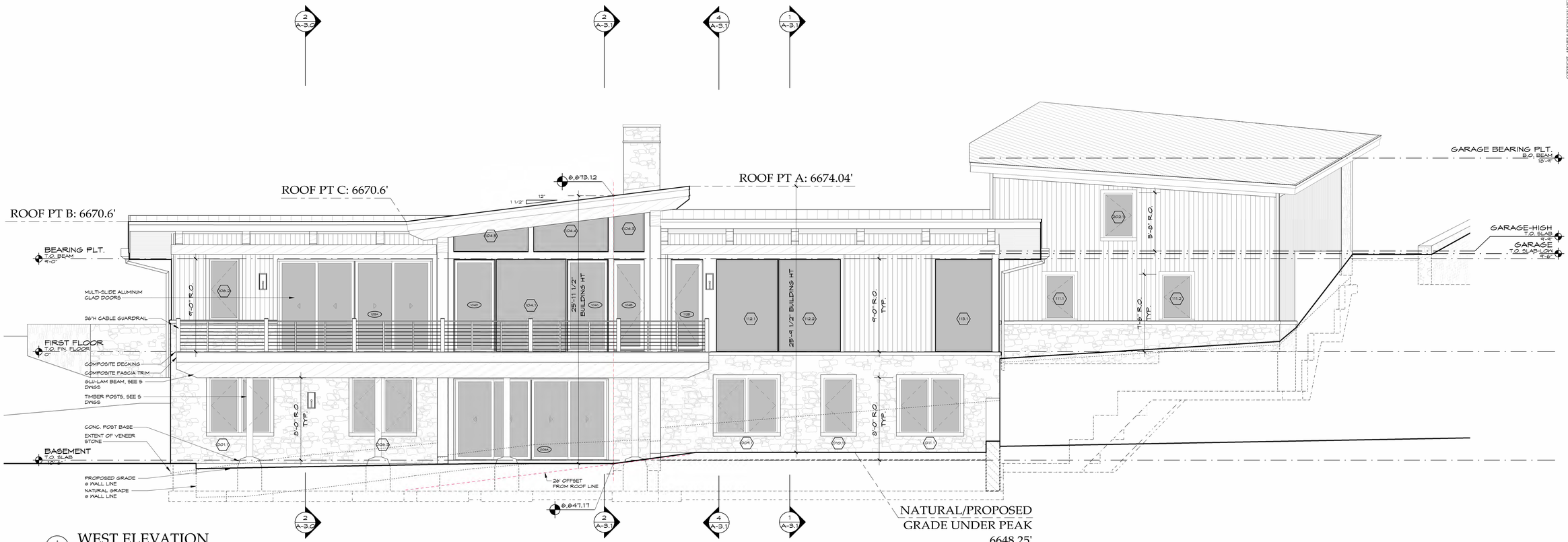
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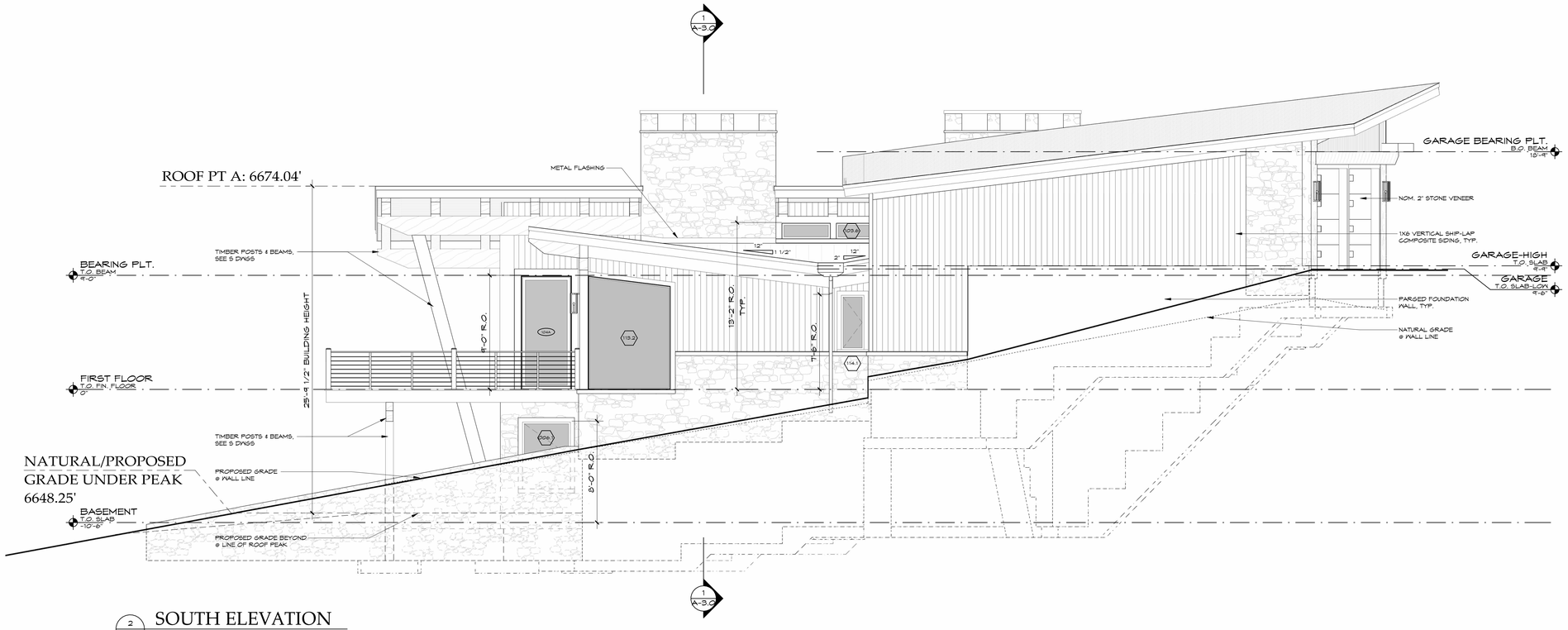
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EXTERIOR ELEVATIONS
A-2.0



1 A-2.1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 A-2.1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

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EXTERIOR ELEVATIONS
A-2.1



1 A-2.2 SCALE:

HEIGHT CEILING STUDY - 3D VIEW

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HEIGHT CEILING STUDY

A-2.2

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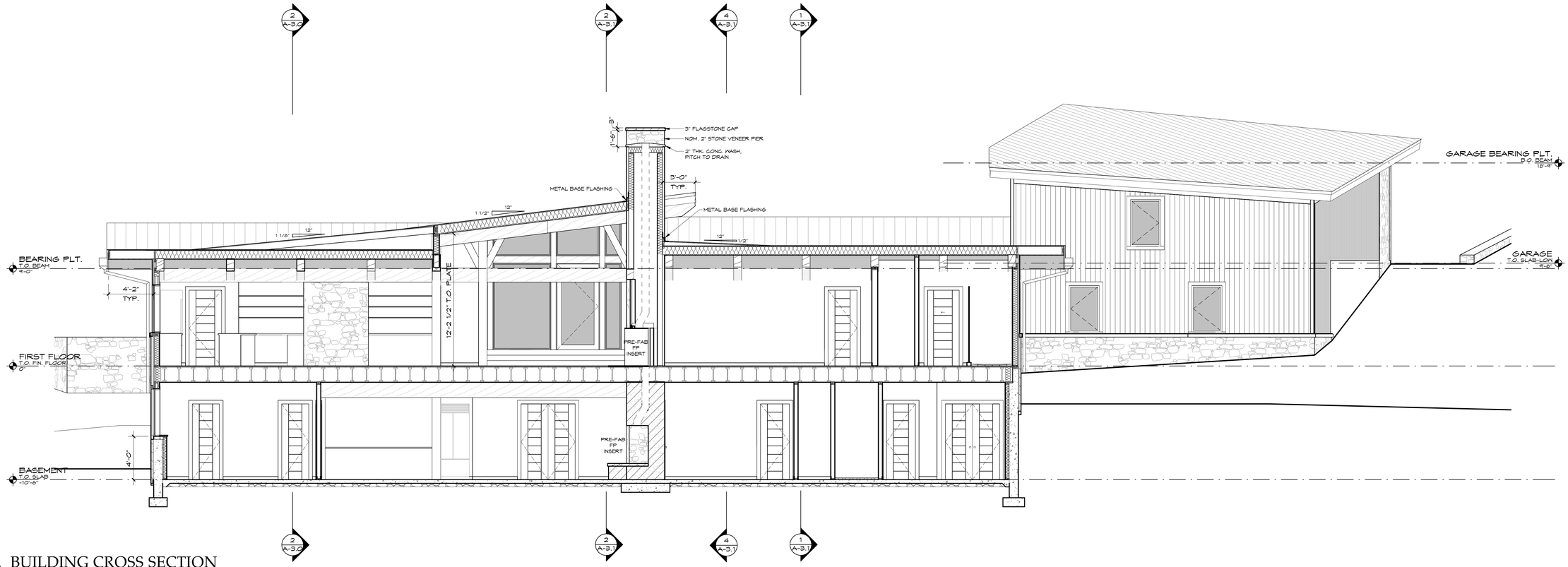
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6315 Silver Sage Drive, Park City, UT 84098

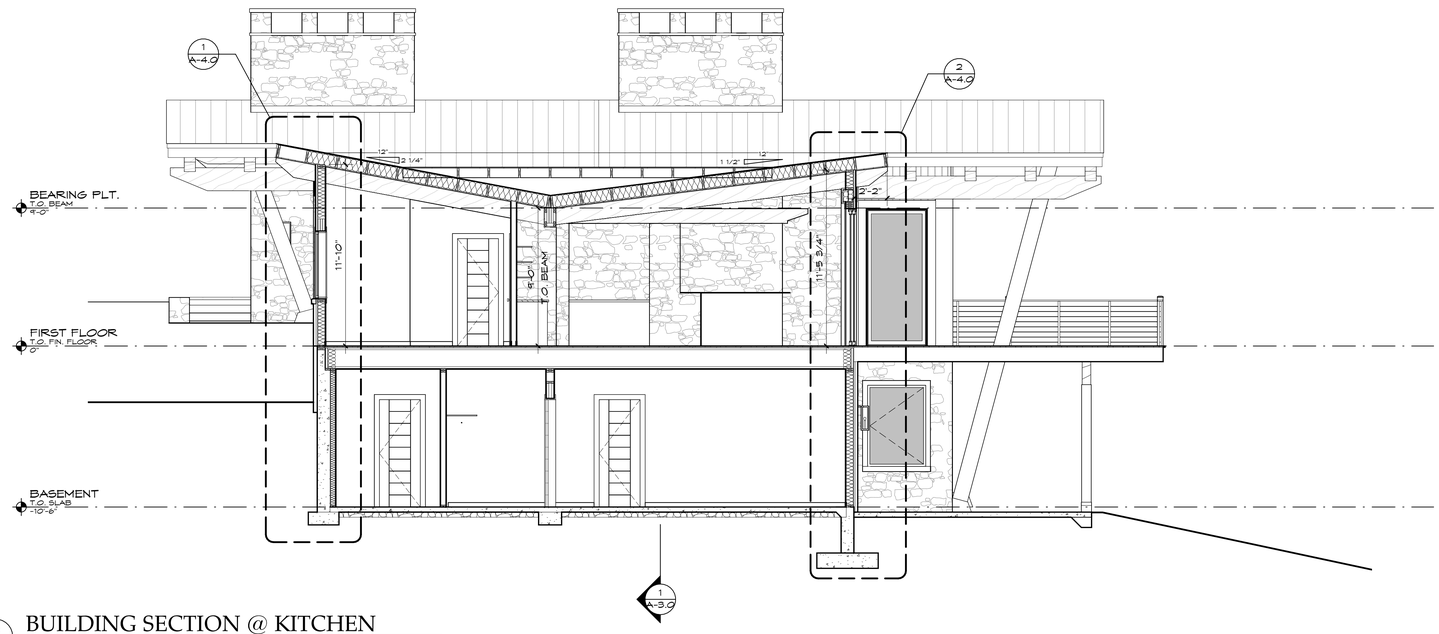
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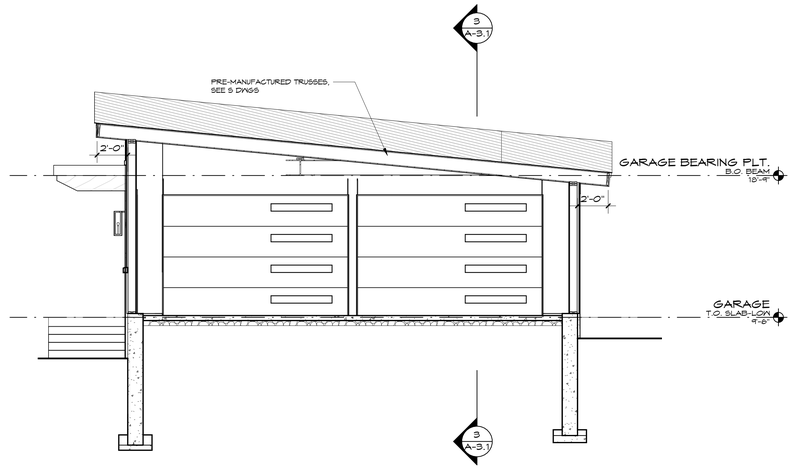
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1 A-3.0 **BUILDING CROSS SECTION**
SCALE: 1/4" = 1'-0"



2 A-3.0 **BUILDING SECTION @ KITCHEN**
SCALE: 1/4" = 1'-0"



3 A-3.0 **BUILDING SECTION @ GARAGE**
SCALE: 1/4" = 1'-0"

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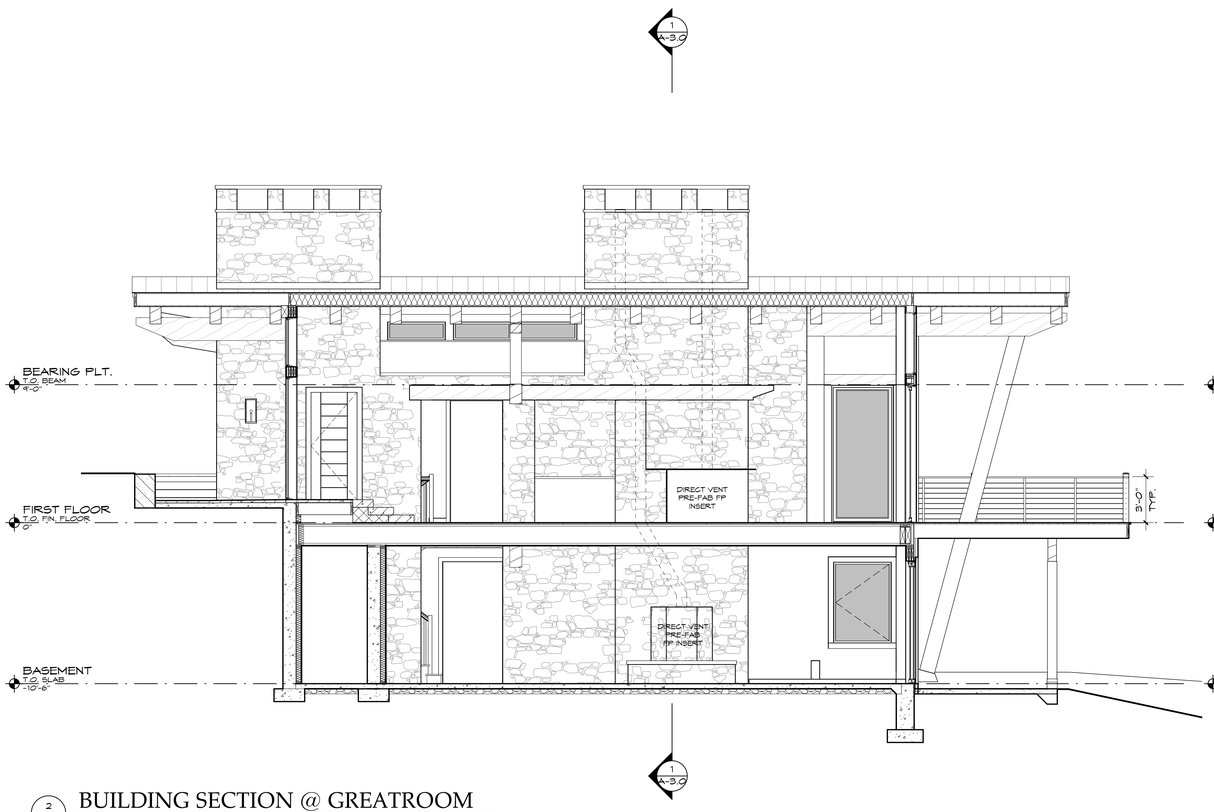
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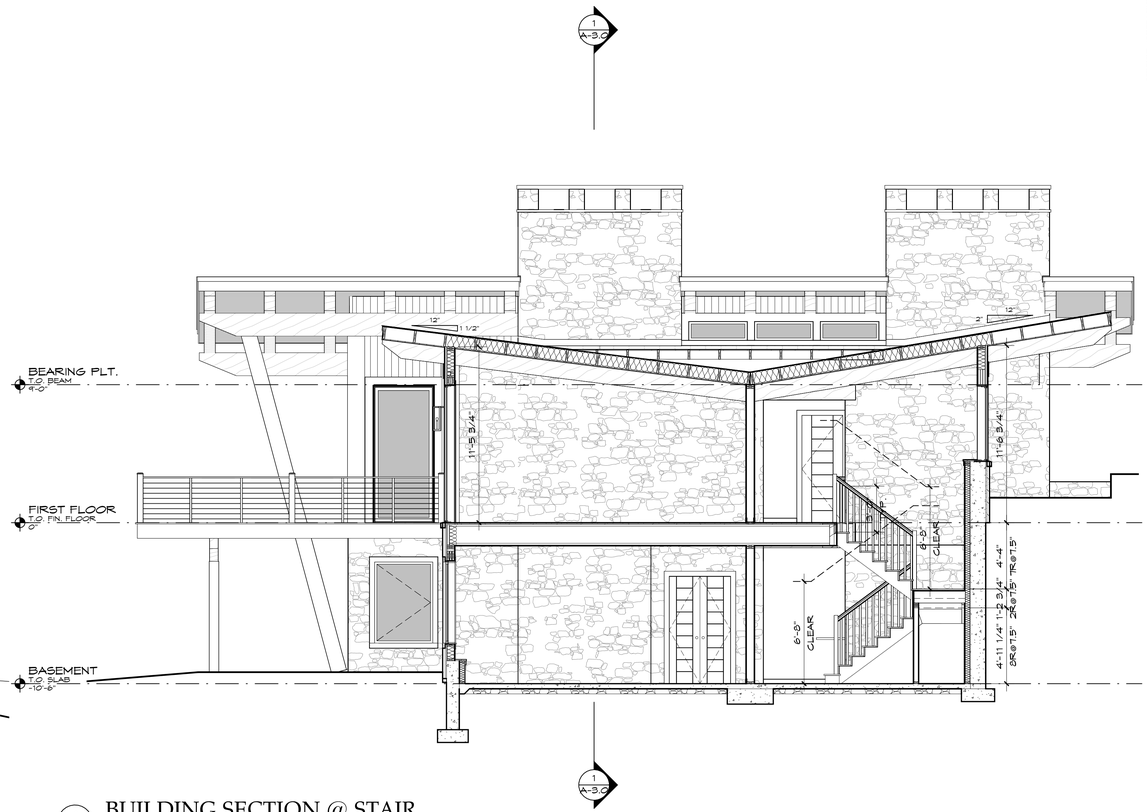
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BUILDING SECTIONS
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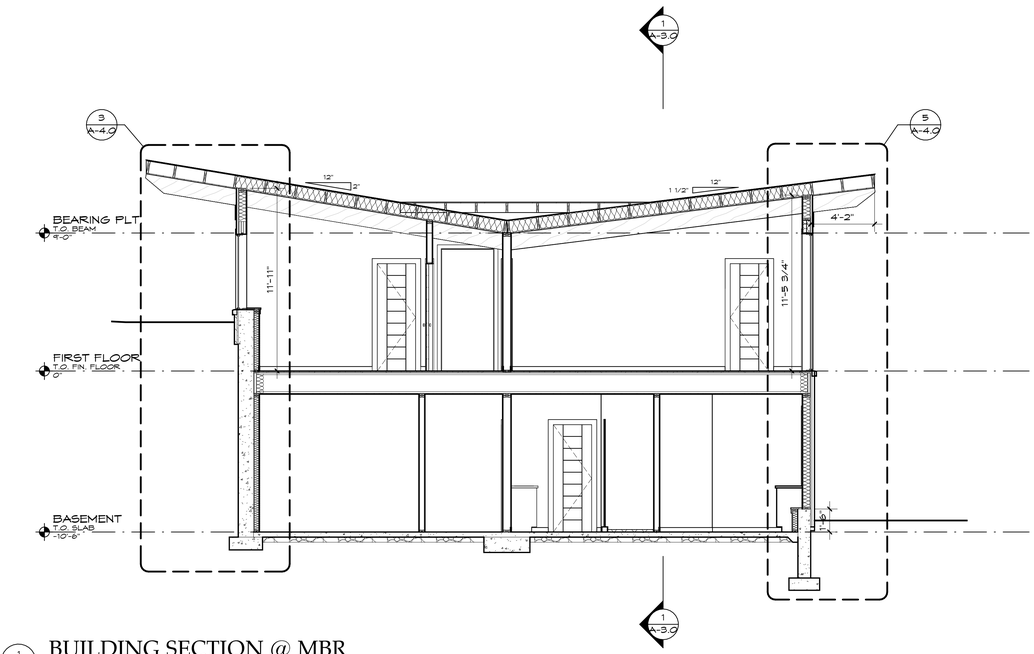
EXHIBIT A.18



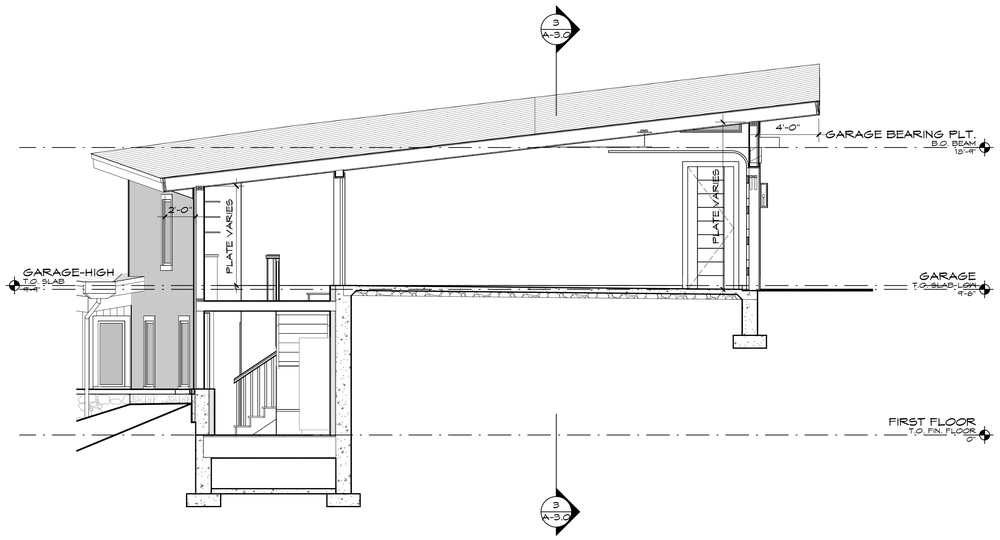
2 A-3.1 BUILDING SECTION @ GREATROOM
SCALE: 1/4" = 1'-0"



4 A-3.1 BUILDING SECTION @ STAIR
SCALE: 1/4" = 1'-0"



1 A-3.1 BUILDING SECTION @ MBR
SCALE: 1/4" = 1'-0"



3 A-3.1 SECTION @ GARAGE
SCALE: 1/4" = 1'-0"

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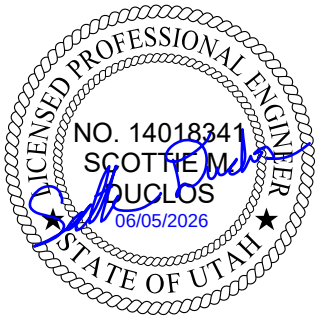
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BUILDING SECTIONS

A-3.1

MEMORANDUM



Date: June 5, 2026

To: Summit County

From: Hales Engineering

Subject: Summit County – Junction Commons TIS Addendum

UT24-2763

Summary of Key Findings

- The 2025 traffic impact study (TIS) for Junction Commons estimated future traffic growth using the regional travel demand model (TDM) which anticipated more growth on Landmark Drive than all known nearby developments combined
- Therefore, the TIS completed for Junction Commons was a conservative analysis
- Assuming the lower traffic estimates based on known nearby developments, the level of service results at study intersections are similar to those in the 2025 TIS, though had improved results overall. The same future background mitigation measures recommended in the 2025 TIS are still recommended, including:
    - Landmark Drive / Ute Boulevard: Additional northbound through lane
    - Landmark Loop / Landmark Drive: Restrict to 3/4 access (no LT egress)
    - Marriott & Whole Foods / Landmark Drive: Single lane roundabout

Introduction

During the May Summit County Council work session, questions were brought up whether the provided TIS for Junction Commons adequately addressed the impacts of area developments already known and approved, including, the Dakota Pacific project, Utah Olympic Park expansion, conversion of the Skull Candy building, and the P3 development. This memo compares projected traffic volumes between the following traffic growth methods:

1. Growth projected by the Summit County Travel Demand Model (TDM), which was the method used in the 2025 traffic impact study (TIS), and
2. Growth expected based on trip generation of the listed nearby known major developments

The comparison determines if the previous study appropriately accounted for growth expected in the Kimball Junction area, specifically along Landmark Drive north of Ute Boulevard. Additionally, a traffic model was run assuming the second method based on trip generation. A vicinity map of the study area is shown in Figure 1.



Figure 1: Vicinity map of the nearby proposed developments in Summit County, Utah

Background

Hales Engineering identified anticipated traffic volumes generated by other developments near Junction Commons. The developments are located south of the Junction Commons in Summit County, Utah. These developments include retail, restaurant, office, government office, and medical office and art center space, in addition to multifamily and senior adult housing. Land use and trip generation, where available, were provided by Summit County and Dakota Pacific. The land uses for the nearby developments have been identified as follows:

Kimball Junction P3
- Strip Retail Plaza — 34,000 sq. ft.
- High-Turnover Restaurant — 26,000 sq. ft.
- General Office Building — 49,000 sq. ft.
- Multifamily Housing — 160 dwelling units

Skull Candy Site
- Government Office Building — 47,000 sq. ft.

Dakota Pacific
- Multifamily Housing — 725 dwelling units
- Recreational Community Center — 20,000 sq. ft.

- Medical Office Building 50,000 sq. ft.
- Senior Adult Housing 170 units

Utah Olympic Park

- Multifamily Housing 222 dwelling units
- Athlete Support 45,464 sq. ft.
- Medical Office Building 15,438 sq. ft.
- General Office Building 69,576 sq. ft.
- Hotel 120 keys
- Commercial/Flex 12,000 sq. ft.

Trip Generation

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE) *Trip Generation (12th Edition, 2025)*. Trip generation for the proposed project is included in Table 1.

A government office building will replace the Skull Candy office building on Tech Center Drive. As such, a trip generation comparison between Skull Candy and the Government Office Building land use was made and the difference was used in the trip generation table to account for background traffic from Skull Candy.

As shown in Table 1, it is anticipated that the proposed developments near Junction Commons will generate approximately 13,621 new trips on an average weekday, including 1,211 trips during the morning peak hour, and 1,169 trips during the evening peak hour.

Based on ITE pass-by trip data, the average pass-by percentage for the retail land use is 40% during both the morning peak hour and evening peak hour. However, it was assumed the retail space planned in the Dakota Pacific development will experience no pass-by as a conservative measure.

Trip Distribution and Assignment

Trip distribution percentages for new trips were based on the type of trip and the proximity of project access points to major streets, high population densities, and regional trip attractions. Previously completed traffic studies and existing travel patterns observed during data collection were also used to establish these distribution percentages, especially near the site. The assumed distribution of new trips during the peak hour is shown in Table 2.

These trip distribution assumptions were used to assign the peak hour trip generation at the study intersections to create trip assignment for the combined development.

Table 1: Trip Generation

Trip Generation - Kimball Junction Combined Future Development Summit County - Junction Commons TIS Addendum															
	Land Use[1]	# of Units	Unit Type	Trip Generation					Reductions			New Trips			
				Total	% In	% Out	In	Out	Internal Capture	Transit	Pass-by	In	Out	Total	
Weekday Daily															
P3	Strip Retail Plaza, <40k (822)	34	KSF	1,832	50%	50%	916	916	7%	10%	40%	460	460	920	
P3	High-Turnover (Sit-Down) Restaurant (932)	26	KSF	2,686	50%	50%	1,343	1,343	7%	10%	43%	640	641	1,281	
P3	General Office Building (710)	49	KSF	514	50%	50%	257	257	7%	10%	0%	215	215	430	
P3	Multifamily Housing (Mid-Rise) (221)	160	DU	714	50%	50%	357	357	7%	10%	0%	299	299	598	
	Government Office Building (730)	47	KSF	562	50%	50%	281	281	0%	0%	0%	281	281	562	
Dakota Pacific	Multifamily Housing (Mid-Rise) (221)	725	DU	3,234	50%	50%	1,617	1,617	0%	0%	0%	1,617	1,617	3,234	
Dakota Pacific	Recreational Community Center (495)	20	KSF	578	50%	50%	289	289	0%	0%	0%	289	289	578	
Dakota Pacific	Medical/Dental Office Building (720)	50	KSF	1,702	50%	50%	851	851	0%	0%	0%	851	851	1,702	
Dakota Pacific	Senior Adult Housing - Multifamily (252)	170	DU	554	50%	50%	277	277	0%	0%	0%	277	277	554	
	Utah Olympic Park	-	-	3,762	50%	50%	1,881	1,881	0%	0%	0%	1,881	1,881	3,762	
TOTAL				**16,138**			**8,069**	**8,069**				**6,810**	**6,811**	**13,621**	
AM Peak Hour															
P3	Strip Retail Plaza, <40k (822)	34	KSF	134	55%	45%	74	60	10%	10%	40%	36	29	65	
P3	High-Turnover (Sit-Down) Restaurant (932)	26	KSF	234	55%	45%	129	105	10%	10%	43%	60	48	108	
P3	General Office Building (710)	49	KSF	76	88%	12%	67	9	10%	10%	0%	55	7	62	
P3	Multifamily Housing (Mid-Rise) (221)	160	DU	60	23%	77%	14	46	10%	10%	0%	12	37	49	
	Government Office Building (730)	47	KSF	84	75%	25%	63	21	0%	0%	0%	63	21	84	
Dakota Pacific	Multifamily Housing (Mid-Rise) (221)	725	DU	298	23%	77%	69	229	0%	0%	0%	69	229	298	
Dakota Pacific	Recreational Community Center (495)	20	KSF	42	66%	34%	28	14	0%	0%	0%	28	14	42	
Dakota Pacific	Medical/Dental Office Building (720)	50	KSF	128	78%	22%	100	28	0%	0%	0%	100	28	128	
Dakota Pacific	Senior Adult Housing - Multifamily (252)	170	DU	34	34%	66%	12	22	0%	0%	0%	12	22	34	
	Utah Olympic Park	-	-	341	64%	36%	219	122	0%	0%	0%	219	122	341	
TOTAL				**1,431**			**775**	**656**				**654**	**557**	**1,211**	
PM Peak Hour															
P3	Strip Retail Plaza, <40k (822)	34	KSF	176	50%	50%	88	88	25%	10%	40%	35	36	71	
P3	High-Turnover (Sit-Down) Restaurant (932)	26	KSF	238	61%	39%	145	93	25%	10%	43%	56	36	92	
P3	General Office Building (710)	49	KSF	80	16%	84%	13	67	25%	10%	0%	9	45	54	
P3	Multifamily Housing (Mid-Rise) (221)	160	DU	62	64%	36%	40	22	25%	10%	0%	27	15	42	
	Government Office Building (730)	47	KSF	4	25%	75%	9	-5	0%	0%	0%	9	-5	4	
Dakota Pacific	Multifamily Housing (Mid-Rise) (221)	725	DU	266	64%	36%	170	96	0%	0%	0%	170	96	266	
Dakota Pacific	Recreational Community Center (495)	20	KSF	58	48%	52%	28	30	0%	0%	0%	28	30	58	
Dakota Pacific	Medical/Dental Office Building (720)	50	KSF	180	30%	70%	54	126	0%	0%	0%	54	126	180	
Dakota Pacific	Senior Adult Housing - Multifamily (252)	170	DU	44	56%	44%	25	19	0%	0%	0%	25	19	44	
	Utah Olympic Park	-	-	358	35%	65%	126	232	0%	0%	0%	126	232	358	
TOTAL				**1,466**			**698**	**768**				**539**	**630**	**1,169**	

1. Land Use Code from the Institute of Transportation Engineers (ITE) *Trip Generation*, 12th Edition, 2025.

SOURCE: Hales Engineering, June 2026

Table 2: New Trip Distribution

Direction	% To/From Project
North – SR-224	40%
North – Landmark Dr.	15%
North – Overland Dr.	15%
South – SR-224	20%
East	10%

Trip Generation Comparison

In the 2025 Junction Commons Traffic Impact Study, the Summit County travel demand model (TDM) was used to estimate 2050 volumes. The trip generation and assignment discussed above on Landmark Drive were compared to the TDM growth from the previous study to determine if the nearby known developments were included in the TIS. The comparison is shown in Table 3 and Figure 2.

Table 3: Traffic Growth Comparison

Traffic Growth Comparison				
Intersection	**Peak Hour**	**Growth Assumed in the 2025 TIS (based on the TDM)[1]**	**Growth Anticipated based on Trip Generation of Known Developments[2]**	**Comparison**
Ute Blvd / Landmark Dr	AM	248	179	69
	PM	369	174	195
Overland Dr / 2200 W	AM	16	179	-163
	PM	28	174	-146

Notes:
1. TDM = Travel Demand Model
2. Known developments include Kimball Junction P3, Skull Candy site government building, and Olympic Park.

In addition to other growth expected in the area, it is estimated that the Junction Commons project will add approximately 89 PM peak hour trips to Landmark Drive, per the 2025 TIS. These trips are also shown in Figure 2, knowing that Junction Commons growth would be in addition to the TDM growth or the trip generation of nearby known developments. Therefore, the numbers in Figure 2, represent the total estimated growth on Landmark Drive.

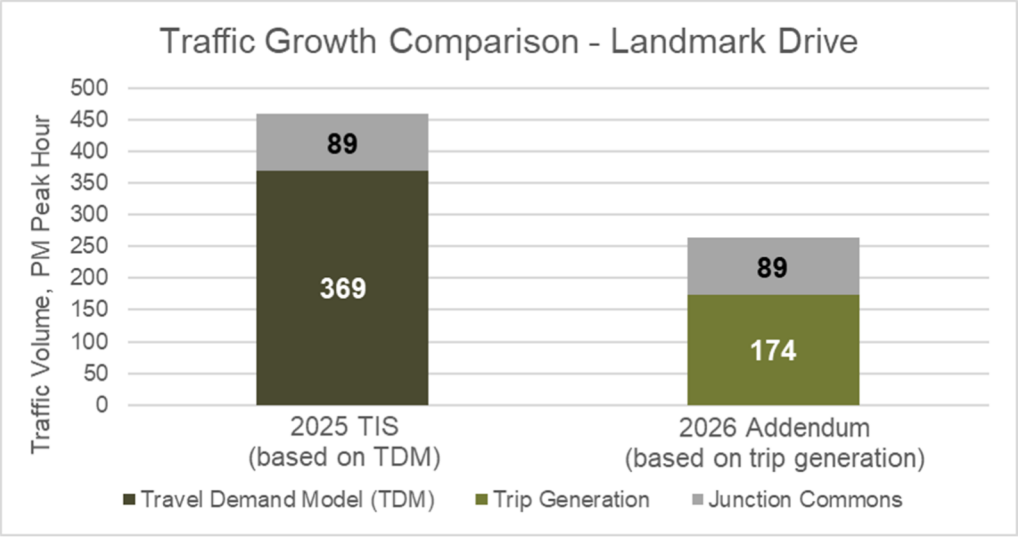


Figure 2: Traffic Growth Comparison – Landmark Drive (PM Peak Hour)

As shown, the volumes assumed in the 2025 TIS (based on the TDM) exceed the anticipated increase in volume from the developments south of the Outlets. While the travel demand model provided insufficient trips for Overland Drive, those volumes were more than compensated on Landmark Drive. Therefore, the previous study was conservative in the overall analysis of Landmark Drive. Volumes on Overland Drive are relatively small, and the potential higher volumes estimated from nearby development trip generation would not have a significant impact on the operation of intersections along Overland Drive.

It can be concluded that the TDM accounted for the growth of the four known developments as well as other potential developments and potential increase in cut-through traffic in the area and region. It may also be that the TDM growth already accounts for the Junction Commons traffic. Therefore, **the volumes in the 2025 TIS are likely conservatively high, and level of service results in reality will likely be better than what was shown in the study.**

Three-Quarter Access

In the previously completed TIS (Hales, 2025), the Landmark Loop / Landmark Drive intersection was operating at poor levels of service, due to left turns and through movements from Landmark Loop. The level of service results from the original study are included in Table 4.

Table 4: Future (2050) Plus Project Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Landmark Loop / Landmark Drive	EB/WB Stop	d (27.5) / WBT	f (>50) / WBL
Landmark Drive / Ute Boulevard	Roundabout	A (4.0)	A (8.8)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: *Summit County Outlets Mixed-Use TIS,* Hales Engineering, May 2025

To mitigate this, an analysis (using volume projections from the original TIS) was performed with the westbound approach of the Landmark Loop / Landmark Drive intersection as a three-quarter access, which would restrict westbound left-turn and through movements, but maintain the southbound left-turn movement onto Landmark Loop. Any movements restricted by the mitigation were rerouted to instead use the Landmark Drive / Ute Boulevard roundabout. The study intersection and volumes are included in Figure 3.

With this change, it is anticipated that the intersection will operate at acceptable levels of service during both the morning and evening peak hours, with no significant queueing. Level of service results are included in Table 5. Detailed LOS and 95th percentile queue results are included in Appendix A and B, respectively.

With the Landmark Loop / Landmark Drive intersection being the only intersection with a poor LOS in the original TIS in Future (2050) Plus Project conditions, the proposed three-quarter

access would result in all study intersections operating at an acceptable LOS, as summarized in the updated LOS table in Table 6. Also as discussed, the volume growth projections used in the TIS were likely conservatively high. Therefore, the intersections may operate better than shown.

Table 5: Future (2050) Mitigated Plus Project Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Landmark Loop / Landmark Drive	EB/WB Stop	a (6.4) / NBL	b (11.3) / NBL
Landmark Drive / Ute Boulevard	Roundabout	A (4.1)	A (9.9)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, June 2026



Morning Peak Hour



Evening Peak Hour

Figure 3: Future (2050) Mitigated Plus Project

Table 6: Updated Full Level of Service Table with Mitigations

	Intersection	Level of Service	
		Future (2050)	
		Plus Project	
		AM	PM
1	Powderwood Drive / Overland Drive	a	a
2	Tanger Outlets / Powderwood Drive	A	A
3	Tanger Outlets North / Landmark Drive	b	c
4	Tanger Outlets Main / Landmark Drive	A	A
5	Canyon Corners North / Landmark Drive	a	a
6	Whole Foods & Marriott / Landmark Drive	A	A
7	Best Western / Landmark Drive	a	b
8	Walmart & Landmark Loop / Landmark Drive	a	b
9	Landmark Drive / Ute Boulevard	A	A
10	East Access / Landmark Drive	a	a

1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter)

Source: Hales Engineering, June 2026

Alternative Traffic Growth Analysis

In addition to the requested 3/4 access analysis and trip generation comparison, Summit County requested future (2050) background and plus project analyses using the surrounding development (P3, Olympic Park, Dakota Pacific, and Government Building) trip generation as background growth. The results of the updated analysis will be compared to the travel demand model growth analyzed in the 2025 TIS.

Future (2050) Background

Traffic volumes for the Future (2050) Background condition were grown from the Existing (2024) Background volumes included in the TIS completed in 2025. Those 2024 volumes were grown using a trip distribution and assignment for the anticipated development to the southeast of the Junction Commons location, as discussed previously. These estimated volumes are included in Figure 4.

Level of Service

Hales Engineering determined that two study intersections are anticipated to operate at poor levels of service during the peak hours in future (2050) plus project conditions, as shown in Table 7.

Table 7: Future (2050) Background Peak Hour LOS – TDM & TG

Intersection		LOS			
Description	Control	TDM		TG	
		AM	PM	AM	PM
Powderwood Drive / Overland Drive	NEB Stop	a	a	a	a
Tanger Outlets / Powderwood Drive	Roundabout	A	A	A	A
Tager Outlets North / Landmark Drive	NEB Stop	a	b	a	b
Tanger Outlets / Landmark Drive	Roundabout	A	A	A	A
Canyon Corners / Landmark Drive	SWB Stop	a	a	a	a
Marriott & Whole Foods / Landmark Drive	NEB/SWB Stop	c	f	c	f
Best Western / Landmark Drive	SWB Stop	a	b	a	a
Landmark Loop / Landmark Drive	EB/WB Stop	d	f	c	f
Landmark Drive / Ute Boulevard	Roundabout	A	C	A	B

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.
TDM = Travel Demand Model, TG = Trip Generation

Source: *Summit County Outlets Mixed-Use TIS,* Hales Engineering, June 2026

Queueing Analysis

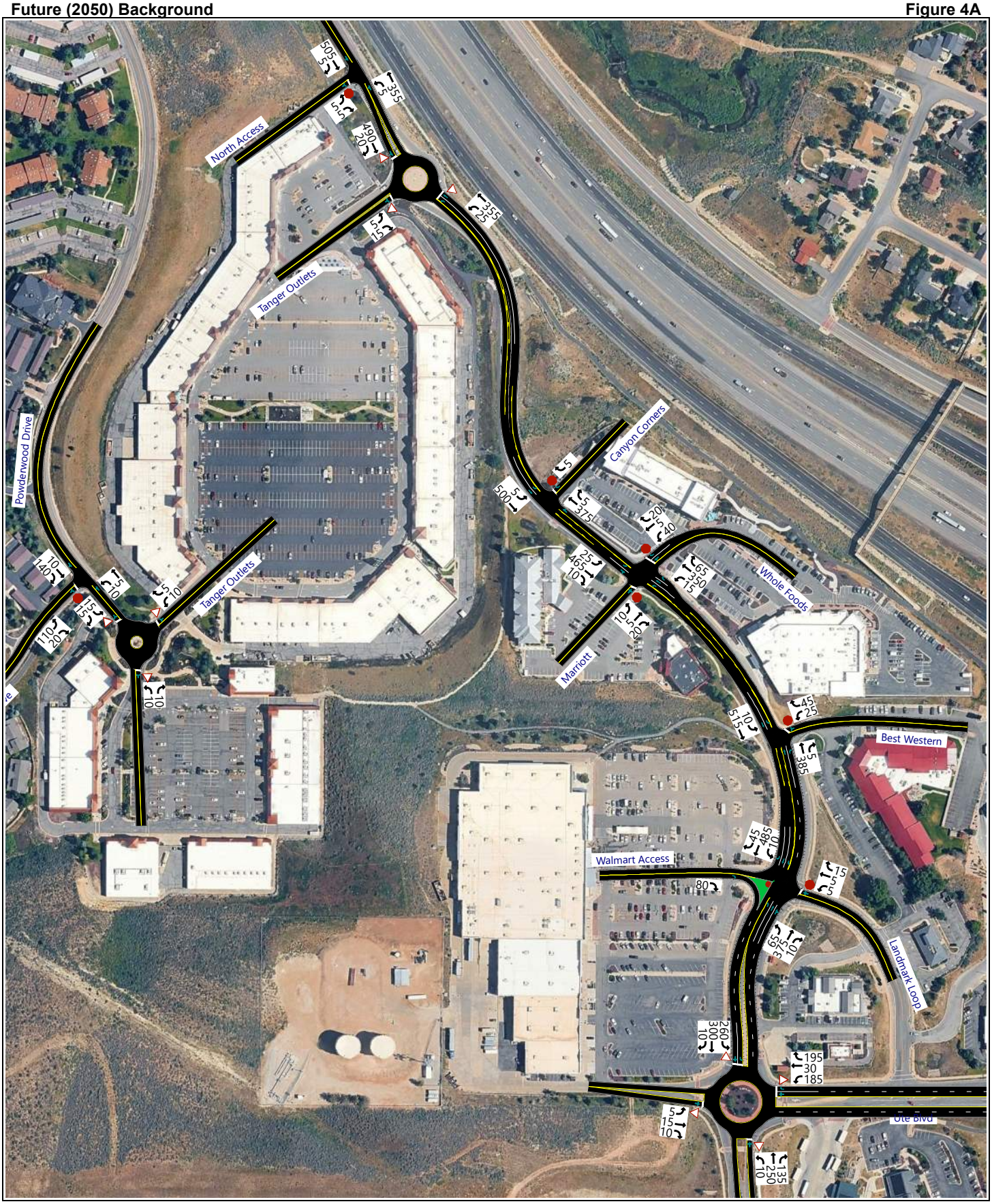
Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. Significant 95th percentile queue lengths during the peak hour are summarized as follows:

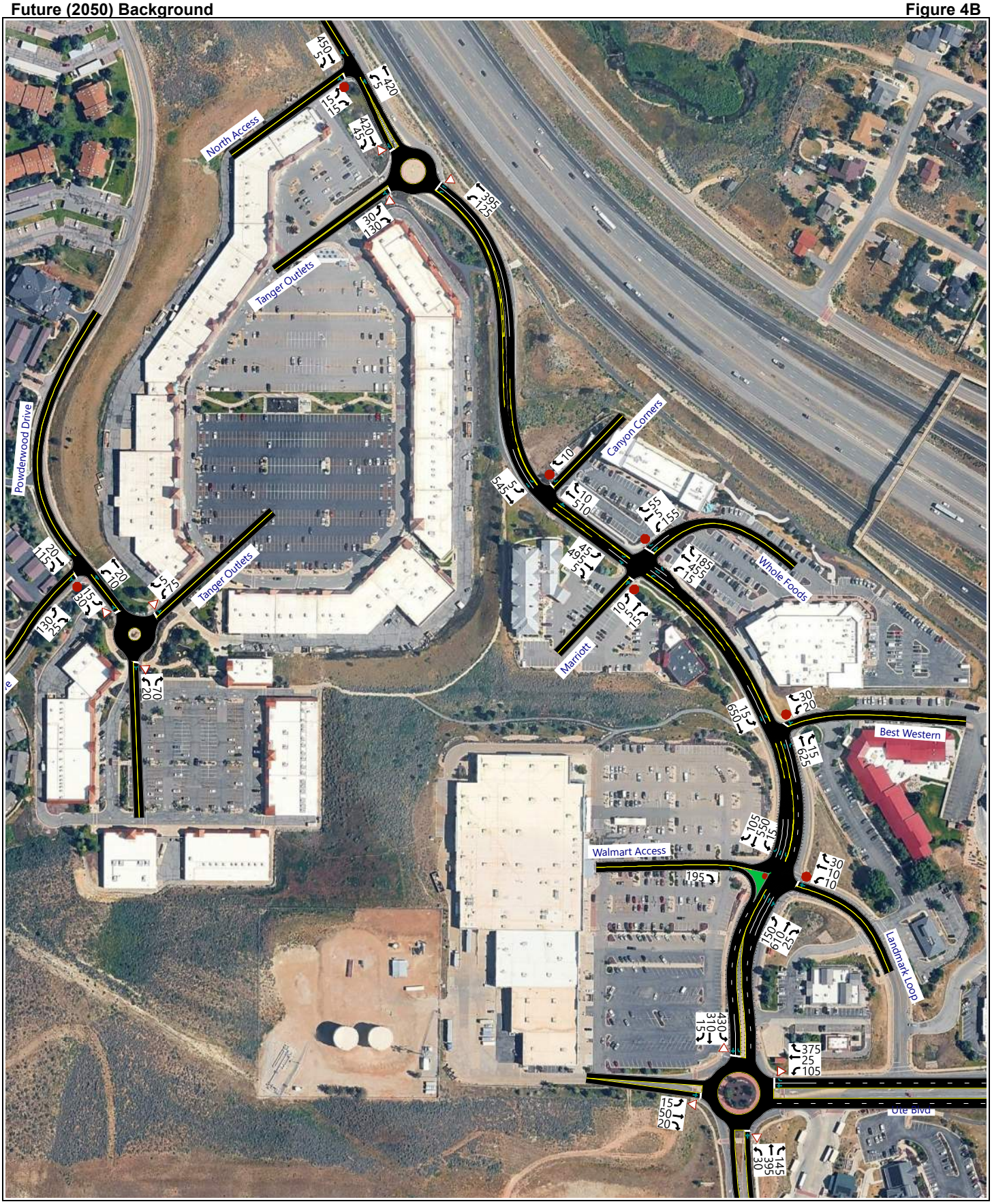
- Marriott & Whole Foods / Landmark Drive:
  - Southwest-bound: 300 feet
- Landmark Drive / Ute Boulevard:
  - Northbound: 450 feet

Mitigation Measures

With the lower trip generation background growth, it is anticipated that all previously recommended mitigation measures from the future (2029) background and future (2050) background scenarios will still be recommended. These mitigations include an additional northbound through lane at the Landmark Drive / Ute Boulevard intersection, restricting the Landmark Loop / Landmark Drive intersection to 3/4 access, and installing a roundabout at the Marriott & Whole Foods / Landmark Drive intersection.

With these improvements, it is anticipated that all study intersections will operate at acceptable levels of service during the morning and evening peak hours with no significant queueing.


North Access
Tanger Outlets
Powderwood Drive
Tanger Outlets
Canyon Corners
Whole Foods
Marriott
Best Western
Walmart Access
Landmark Loop
Ute Blvd


North Access
Tanger Outlets
Tanger Outlets
Tanger Outlets
Powderwood Drive
Canyon Corners
Whole Foods
Marriott
Best Western
Walmart Access
Landmark Loop
Ute Blvd
450 5
420 5
15 15
420 45
395 125
30 130
10
10 510
55 5 155
545 5
45 495 5
185 455 5
10 115
30 20
15 650
15 625
105 550 15
30 10 10
195
150 670 25
230 310 15
375 25 105
15 50 20
145 395 30
20 115
20 10
5 75
15 35
130 25
20 70

Future (2050) Plus Project

Hales Engineering added the project trips discussed in the trip generation section to the future (2050) background traffic volumes to predict turning movement volumes for future (2050) plus project conditions. Future (2050) plus project morning and evening peak hour turning movement volumes are shown in Figure 5.

Level of Service

Hales Engineering determined that all intersections are anticipated to operate at acceptable levels of service during the peak hour in future (2050) plus project conditions, as shown in Table 8. As shown, the LOS results when using the trip generation (TG) method versus the travel demand model (TDM) method are similar, with the trip generation method results being slightly better.

Queueing Analysis

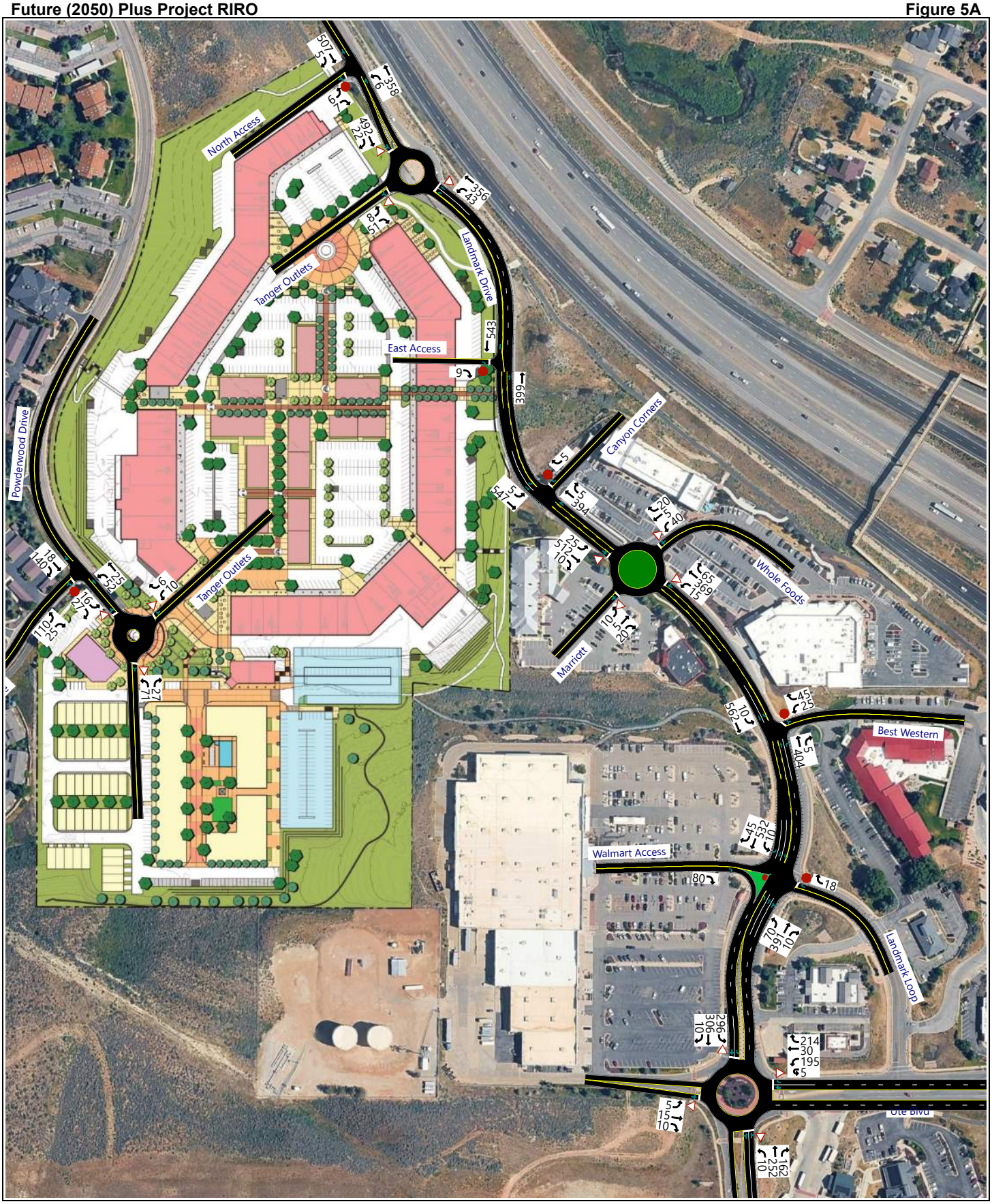
Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. It is anticipated that the Marriott & Whole Foods / Landmark Drive intersection will experience 250 feet of northwest and 225 feet of southeast queueing.

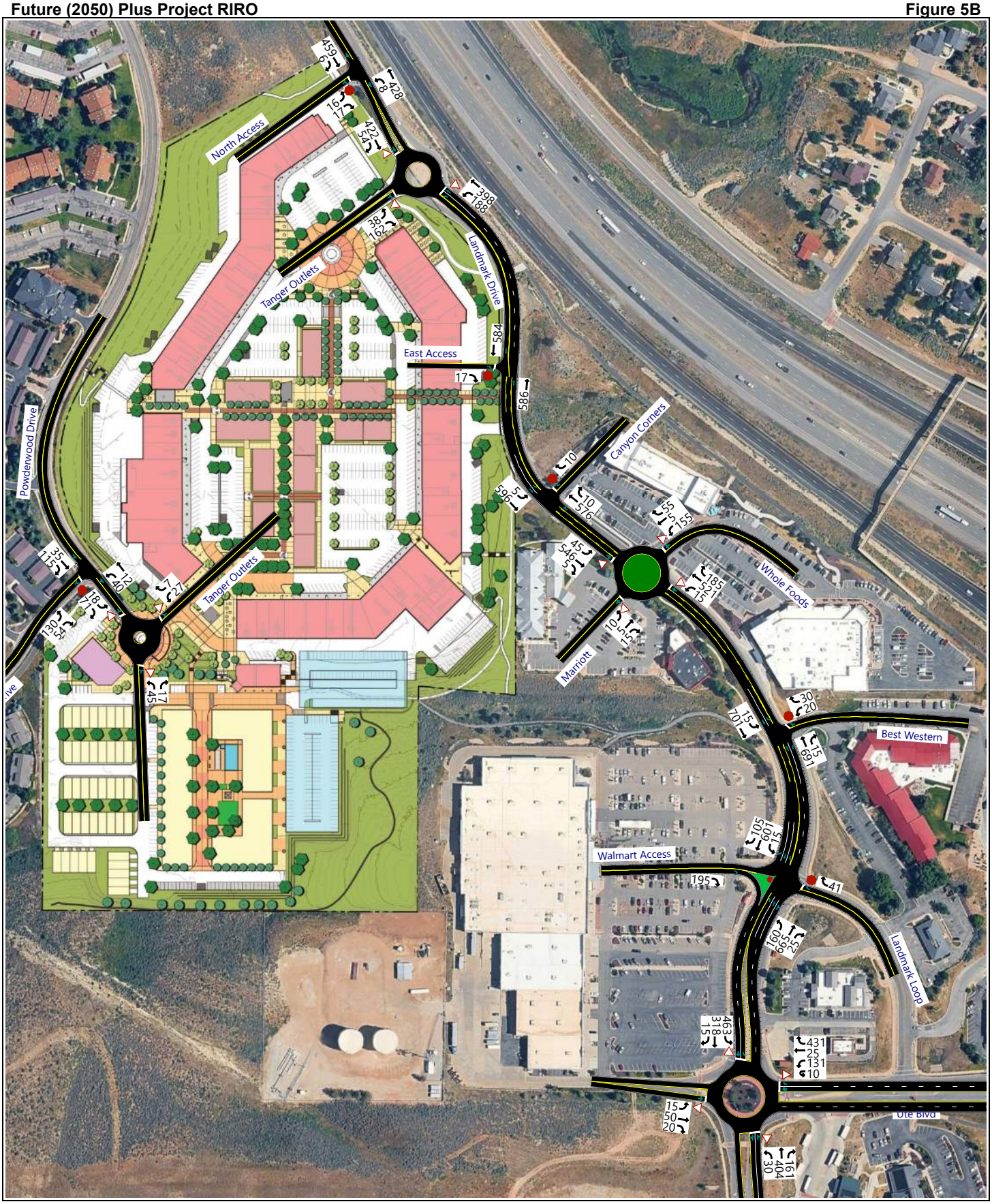
Table 8: Future (2050) Plus Project Peak Hour LOS – TDM & TG

Intersection		LOS			
Description	Control	TDM		TG	
		AM	PM	AM	PM
Powderwood Drive / Overland Drive	NEB Stop	a	a	a	a
Tanger Outlets / Powderwood Drive	Roundabout	A	A	A	A
Tager Outlets North / Landmark Drive	NEB Stop	b	c	b	b
Tanger Outlets / Landmark Drive	Roundabout	A	A	A	A
Canyon Corners / Landmark Drive	SWB Stop	a	a	a	a
Marriott & Whole Foods / Landmark Drive	Roundabout	A	A	A	A
Best Western / Landmark Drive	SWB Stop	a	b	a	b
Landmark Loop / Landmark Drive	EB/WB Stop	a	b	a	b
Landmark Drive / Ute Boulevard	Roundabout	A	A	A	A
East Access / Landmark Drive	EB Stop	a	a	a	a

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.
TDM = Travel Demand Model, TG = Trip Generation

Source: *Summit County Outlets Mixed-Use TIS,* Hales Engineering, June 2026


North Access
Tanger Outlets
Landmark Drive
East Access
Powderwood Drive
Canyon Corners
Whole Foods
Marriott
Best Western
Walmart Access
Landmark Loop
Tanger Outlets
507
5
1
358
6
9
492
22
356
43
8
51
543
9
399
5
5
547
5
394
20
5
40
25
525
10
65
399
5
10
550
20
45
25
10
562
5
404
45
5
2
10
80
18
70
399
10
296
306
10
214
30
195
5
5
15
10
162
252
10
18
140
22
52
6
10
110
25
22
27
171


North Access
Tanger Outlets
Landmark Drive
East Access
Powderwood Drive
Canyon Corners
Tanger Outlets
Whole Foods
Marriott
Best Western
Walmart Access
Landmark Loop
Ute Blvd

APPENDIX A

LOS Results

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Overland Drive & Powderwood Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	10	10	100	1.9	*A*
	T	5	5	95	0.6	*A*
	Subtotal	15	15	100	1.5	*A*
SE	T	10	10	100	0.6	*A*
	R	140	140	100	0.3	*A*
	Subtotal	150	150	100	0.3	*A*
NE	***L***	***110***	***107***	***97***	***5.0***	***A***
	R	20	19	96	3.9	*A*
	Subtotal	130	126	97	4.8	*A*
Total		295	291	99	2.4	*A*

Intersection: Powderwood Drive & Tanger Outlets
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	10	11	110	2.3	*A*
	R	10	11	110	2.0	*A*
	Subtotal	20	22	110	2.2	*A*
SE	L	15	14	92	1.8	*A*
	T	1	1	100	0.7	*A*
	R	15	15	98	1.9	*A*
	Subtotal	31	30	97	1.8	*A*
SW	L	10	10	100	1.9	*A*
	R	5	5	95	2.0	*A*
	Subtotal	15	15	100	1.9	*A*
Total		67	67	100	2.0	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: North Access & Landmark Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	5	5	95	4.5	*A*
	T	355	364	103	0.3	*A*
	Subtotal	360	369	103	0.4	*A*
SB	T	505	503	100	0.5	*A*
	R	5	6	114	0.2	*A*
	Subtotal	510	509	100	0.5	*A*
NE	***L***	***5***	***4***	***76***	***8.5***	***A***
	R	5	6	114	8.1	*A*
	Subtotal	10	10	100	8.3	*A*
Total		881	888	101	0.5	*A*

Intersection: Tanger Outlets & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	25	24	96	2.9	*A*
	T	356	367	103	3.4	*A*
	Subtotal	381	391	103	3.4	*A*
SE	T	491	490	100	3.4	*A*
	R	20	20	101	3.0	*A*
	Subtotal	511	510	100	3.4	*A*
NE	L	5	4	76	2.8	*A*
	R	15	16	105	2.2	*A*
	Subtotal	20	20	100	2.3	*A*
Total		912	921	101	3.4	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Canyon Corners
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	T	376	386	103	0.4	*A*
	R	5	6	114	0.2	*A*
	Subtotal	381	392	103	0.4	*A*
SE	L	5	4	76	4.0	*A*
	T	501	502	100	0.8	*A*
	Subtotal	506	506	100	0.8	*A*
SW	***R***	***5***	***5***	***95***	***4.8***	***A***
	Subtotal	5	5	100	4.8	*A*
Total		892	903	101	0.7	*A*

Intersection: Marriott/Whole Foods & Landmark Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	15	15	98	3.6	*A*
	T	350	362	103	0.6	*A*
	R	65	67	103	0.7	*A*
	Subtotal	430	444	103	0.7	*A*
SE	L	25	22	88	3.7	*A*
	T	466	471	101	0.4	*A*
	R	10	9	90	0.2	*A*
	Subtotal	501	502	100	0.5	*A*
NE	L	10	10	100	10.4	*B*
	T	5	5	95	13.7	*B*
	R	20	21	106	5.6	*A*
	Subtotal	35	36	103	8.1	*A*
SW	L	40	40	99	12.6	*B*
	T	***5***	***6***	***114***	***16.7***	***C***
	R	20	19	96	5.1	*A*
	Subtotal	65	65	100	10.8	*B*
Total		1,032	1,047	101	1.5	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Best Western
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	386	401	104	0.1	*A*
	R	5	6	114	0.0	*A*
	Subtotal	391	407	104	0.1	*A*
SB	L	10	10	100	4.6	*A*
	T	516	522	101	1.6	*A*
	Subtotal	526	532	101	1.7	*A*
WB	***L***	***25***	***21***	***84***	***6.9***	***A***
	R	45	44	98	5.1	*A*
	Subtotal	70	65	93	5.7	*A*
Total		987	1,004	102	1.3	*A*

Intersection: Landmark Drive & Walmart Access/Landmark Loop
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	65	60	92	6.2	*A*
	T	375	388	103	1.3	*A*
	R	10	10	100	0.9	*A*
	Subtotal	450	458	102	1.9	*A*
SB	L	10	9	90	3.4	*A*
	T	486	491	101	0.4	*A*
	R	45	43	96	0.4	*A*
	Subtotal	541	543	100	0.4	*A*
EB	R	80	83	104	0.7	*A*
	Subtotal	80	83	104	0.7	*A*
WB	***L***	***5***	***4***	***76***	***19.4***	***C***
	T	5	5	95	18.9	*C*
	R	15	17	111	5.1	*A*
	Subtotal	25	26	104	10.0	*A*
Total		1,096	1,110	101	1.3	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Ute Blvd
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	10	10	100	4.9	*A*
	T	250	253	101	4.7	*A*
	R	135	139	103	4.5	*A*
	Subtotal	395	402	102	4.6	*A*
SB	L	260	267	103	3.4	*A*
	T	301	301	100	3.4	*A*
	R	10	11	110	3.2	*A*
	Subtotal	571	579	101	3.4	*A*
EB	L	5	4	76	4.1	*A*
	T	15	16	105	4.0	*A*
	R	10	10	100	3.0	*A*
	Subtotal	30	30	100	3.7	*A*
WB	L	185	190	103	5.7	*A*
	T	30	31	102	5.5	*A*
	R	195	202	103	4.4	*A*
	Subtotal	410	423	103	5.1	*A*
Total		1,407	1,434	102	4.2	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Overland Drive & Powderwood Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	10	9	90	2.0	*A*
	T	20	18	91	0.4	*A*
	Subtotal	30	27	90	0.9	*A*
SE	T	20	18	91	0.7	*A*
	R	115	121	105	0.3	*A*
	Subtotal	135	139	103	0.4	*A*
NE	***L***	***130***	***132***	***102***	***5.2***	***A***
	R	25	24	96	4.2	*A*
	Subtotal	155	156	101	5.0	*A*
Total		319	322	101	2.7	*A*

Intersection: Powderwood Drive & Tanger Outlets
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	20	17	86	2.5	*A*
	R	70	74	106	2.4	*A*
	Subtotal	90	91	101	2.4	*A*
SE	L	15	12	79	2.1	*A*
	T	1	1	133	0.7	*A*
	R	30	30	98	2.1	*A*
	Subtotal	46	43	93	2.1	*A*
SW	L	75	76	101	2.1	*A*
	R	5	6	114	2.3	*A*
	Subtotal	80	82	103	2.1	*A*
Total		217	216	100	2.3	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: North Access & Landmark Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	5	4	76	5.4	*A*
	T	420	412	98	0.5	*A*
	Subtotal	425	416	98	0.5	*A*
SB	T	450	457	102	0.5	*A*
	R	5	5	95	0.6	*A*
	Subtotal	455	462	102	0.5	*A*
NE	***L***	***15***	***15***	***98***	***12.9***	***B***
	R	15	14	92	5.9	*A*
	Subtotal	30	29	97	9.5	*A*
Total		911	907	100	0.8	*A*

Intersection: Tanger Outlets & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	125	127	101	3.3	*A*
	T	396	387	98	3.8	*A*
	Subtotal	521	514	99	3.7	*A*
SE	T	421	425	101	4.4	*A*
	R	45	47	105	3.5	*A*
	Subtotal	466	472	101	4.3	*A*
NE	L	30	29	95	4.0	*A*
	R	130	136	105	3.5	*A*
	Subtotal	160	165	103	3.6	*A*
Total		1,147	1,151	100	3.9	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Canyon Corners
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	T	511	504	99	0.4	*A*
	R	10	10	100	0.3	*A*
	Subtotal	521	514	99	0.4	*A*
SE	L	5	6	114	5.1	*A*
	T	546	555	102	1.2	*A*
	Subtotal	551	561	102	1.2	*A*
SW	***R***	***10***	***10***	***100***	***5.2***	***A***
	Subtotal	10	10	100	5.2	*A*
Total		1,082	1,085	100	0.9	*A*

Intersection: Marriott/Whole Foods & Landmark Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	15	14	92	4.3	*A*
	T	458	449	98	1.0	*A*
	R	185	185	100	1.0	*A*
	Subtotal	658	648	98	1.1	*A*
SE	L	45	49	109	4.8	*A*
	T	496	501	101	0.5	*A*
	R	5	5	95	0.4	*A*
	Subtotal	546	555	102	0.9	*A*
NE	L	10	10	100	19.1	*C*
	T	5	5	95	29.1	*D*
	R	15	16	105	10.0	*A*
	Subtotal	30	31	103	16.0	*C*
SW	***L***	***155***	***156***	***101***	***55.3***	***F***
	T	5	6	114	44.8	*E*
	R	55	58	106	20.8	*C*
	Subtotal	215	220	102	45.9	*E*
Total		1,450	1,454	100	8.1	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Best Western
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	626	615	98	0.2	*A*
	R	15	16	105	0.0	*A*
	Subtotal	641	631	98	0.2	*A*
SB	L	15	13	85	6.1	*A*
	T	653	661	101	1.6	*A*
	Subtotal	668	674	101	1.7	*A*
WB	***L***	***20***	***20***	***101***	***9.6***	***A***
	R	30	32	105	6.7	*A*
	Subtotal	50	52	104	7.8	*A*
Total		1,360	1,357	100	1.2	*A*

Intersection: Landmark Drive & Walmart Access/Landmark Loop
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	150	152	101	9.8	*A*
	T	611	599	98	2.1	*A*
	R	25	25	100	1.4	*A*
	Subtotal	786	776	99	3.6	*A*
SB	L	15	15	98	5.7	*A*
	T	550	556	101	0.5	*A*
	R	105	107	102	0.4	*A*
	Subtotal	670	678	101	0.6	*A*
EB	R	195	202	103	0.9	*A*
	Subtotal	195	202	104	0.9	*A*
WB	L	10	8	80	57.8	*F*
	T	***10***	***10***	***100***	***74.7***	***F***
	R	30	33	108	34.8	*D*
	Subtotal	50	51	102	46.2	*E*
Total		1,702	1,707	100	3.4	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Ute Blvd
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	30	31	102	26.7	*D*
	T	395	393	99	26.3	*D*
	R	145	144	99	24.8	*C*
	Subtotal	570	568	100	25.9	*D*
SB	L	430	432	100	3.7	*A*
	T	311	318	102	3.9	*A*
	R	15	17	111	4.0	*A*
	Subtotal	756	767	101	3.8	*A*
EB	L	15	13	85	4.5	*A*
	T	50	52	103	4.5	*A*
	R	20	21	106	3.2	*A*
	Subtotal	85	86	101	4.2	*A*
WB	L	105	108	103	7.9	*A*
	T	25	25	100	7.5	*A*
	R	375	370	99	6.0	*A*
	Subtotal	505	503	100	6.5	*A*
Total		1,917	1,924	100	11.0	*B*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Overland Drive & Powderwood Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	10	10	100	2.2	*A*
	T	5	5	95	0.4	*A*
	Subtotal	15	15	100	1.6	*A*
SE	T	10	11	110	0.7	*A*
	R	140	138	99	0.3	*A*
	Subtotal	150	149	99	0.3	*A*
NE	***L***	***110***	***110***	***100***	***5.1***	***A***
	R	20	21	106	4.0	*A*
	Subtotal	130	131	101	4.9	*A*
Total		295	295	100	2.4	*A*

Intersection: Powderwood Drive & Tanger Outlets
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	10	10	100	2.6	*A*
	R	10	12	120	2.2	*A*
	Subtotal	20	22	110	2.4	*A*
SE	L	15	16	105	1.8	*A*
	T	1	1	100	0.8	*A*
	R	15	17	111	2.0	*A*
	Subtotal	31	34	110	1.9	*A*
SW	L	10	9	90	1.9	*A*
	R	5	5	95	1.9	*A*
	Subtotal	15	14	93	1.9	*A*
Total		67	70	105	2.0	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: North Access & Landmark Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	5	4	76	5.4	*A*
	T	355	360	101	0.3	*A*
	Subtotal	360	364	101	0.4	*A*
SB	T	505	495	98	0.4	*A*
	R	5	4	76	0.2	*A*
	Subtotal	510	499	98	0.4	*A*
NE	***L***	***5***	***5***	***95***	***11.1***	***B***
	R	5	5	95	7.6	*A*
	Subtotal	10	10	100	9.4	*A*
Total		881	873	99	0.5	*A*

Intersection: Tanger Outlets & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	25	22	88	2.4	*A*
	T	356	363	102	3.1	*A*
	Subtotal	381	385	101	3.1	*A*
SE	T	491	480	98	3.3	*A*
	R	20	20	101	3.0	*A*
	Subtotal	511	500	98	3.3	*A*
NE	L	5	4	76	3.0	*A*
	R	15	18	118	2.2	*A*
	Subtotal	20	22	110	2.3	*A*
Total		912	907	99	3.2	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Canyon Corners
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	T	376	381	101	0.2	*A*
	R	5	6	114	0.1	*A*
	Subtotal	381	387	102	0.2	*A*
SE	L	5	5	95	4.3	*A*
	T	501	493	98	0.8	*A*
	Subtotal	506	498	98	0.8	*A*
SW	***R***	***5***	***4***	***76***	***4.9***	***A***
	Subtotal	5	4	80	4.9	*A*
Total		892	889	100	0.6	*A*

Intersection: Marriott/Whole Foods & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	15	14	92	2.7	*A*
	T	350	358	102	3.0	*A*
	R	65	64	98	2.7	*A*
	Subtotal	430	436	101	2.9	*A*
SE	L	25	23	92	2.7	*A*
	T	466	459	98	2.9	*A*
	R	10	10	100	2.5	*A*
	Subtotal	501	492	98	2.9	*A*
NE	L	10	10	100	3.0	*A*
	T	5	6	114	3.2	*A*
	R	20	18	91	2.9	*A*
	Subtotal	35	34	97	3.0	*A*
SW	L	40	39	97	2.7	*A*
	T	5	5	95	2.9	*A*
	R	20	19	96	2.4	*A*
	Subtotal	65	63	97	2.6	*A*
Total		1,032	1,025	99	2.9	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Best Western
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	386	390	101	0.1	*A*
	R	5	6	114	0.0	*A*
	Subtotal	391	396	101	0.1	*A*
SB	L	10	8	80	4.1	*A*
	T	516	506	98	0.5	*A*
	Subtotal	526	514	98	0.6	*A*
WB	***L***	***25***	***22***	***88***	***7.3***	***A***
	R	45	46	103	5.3	*A*
	Subtotal	70	68	97	5.9	*A*
Total		987	978	99	0.7	*A*

Intersection: Landmark Drive & Walmart Access/Landmark Loop
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	***L***	***70***	***72***	***103***	***5.7***	***A***
	T	375	378	101	1.1	*A*
	R	10	8	80	0.4	*A*
	Subtotal	455	458	101	1.8	*A*
SB	L	10	10	100	3.3	*A*
	T	486	474	98	0.3	*A*
	R	45	44	98	0.2	*A*
	Subtotal	541	528	98	0.3	*A*
EB	R	80	76	95	0.7	*A*
	Subtotal	80	76	95	0.7	*A*
WB	R	15	18	118	4.5	*A*
	Subtotal	15	18	120	4.5	*A*
Total		1,090	1,080	99	1.1	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Ute Blvd
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	10	11	110	3.6	*A*
	T	250	256	102	3.9	*A*
	R	135	132	98	2.8	*A*
	Subtotal	395	399	101	3.5	*A*
SB	L	255	245	96	3.4	*A*
	T	300	297	99	3.3	*A*
	R	10	10	100	3.1	*A*
	Subtotal	565	552	98	3.3	*A*
EB	L	5	4	76	3.5	*A*
	T	15	16	105	3.6	*A*
	R	10	10	100	2.7	*A*
	Subtotal	30	30	100	3.3	*A*
WB	L	185	184	99	5.7	*A*
	T	30	32	105	5.4	*A*
	R	200	199	100	4.3	*A*
	Subtotal	415	415	100	5.0	*A*
Total		1,412	1,401	99	3.9	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Overland Drive & Powderwood Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	10	9	90	1.8	*A*
	T	20	22	111	0.4	*A*
	Subtotal	30	31	103	0.8	*A*
SE	T	20	18	91	0.5	*A*
	R	115	116	101	0.3	*A*
	Subtotal	135	134	99	0.3	*A*
NE	***L***	***130***	***131***	***101***	***5.3***	***A***
	R	25	26	104	4.0	*A*
	Subtotal	155	157	101	5.1	*A*
Total		319	322	101	2.7	*A*

Intersection: Powderwood Drive & Tanger Outlets
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	20	20	101	2.6	*A*
	R	70	68	97	2.5	*A*
	Subtotal	90	88	98	2.5	*A*
SE	L	15	15	98	2.0	*A*
	T	1	1	133	0.3	*A*
	R	30	31	102	2.1	*A*
	Subtotal	46	47	102	2.0	*A*
SW	L	75	78	104	2.3	*A*
	R	5	6	114	2.1	*A*
	Subtotal	80	84	105	2.3	*A*
Total		217	219	101	2.3	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: North Access & Landmark Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	5	5	95	4.4	*A*
	T	420	424	101	0.5	*A*
	Subtotal	425	429	101	0.5	*A*
SB	T	450	449	100	0.5	*A*
	R	5	6	114	0.5	*A*
	Subtotal	455	455	100	0.5	*A*
NE	***L***	***15***	***12***	***79***	***13.0***	***B***
	R	15	16	105	7.1	*A*
	Subtotal	30	28	93	9.6	*A*
Total		911	912	100	0.8	*A*

Intersection: Tanger Outlets & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	125	123	98	3.1	*A*
	T	396	398	101	3.5	*A*
	Subtotal	521	521	100	3.4	*A*
SE	T	421	426	101	4.4	*A*
	R	45	39	87	3.6	*A*
	Subtotal	466	465	100	4.3	*A*
NE	L	30	32	105	3.6	*A*
	R	130	132	102	3.4	*A*
	Subtotal	160	164	103	3.4	*A*
Total		1,147	1,150	100	3.8	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Canyon Corners
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	T	511	512	100	0.5	*A*
	R	10	10	100	0.3	*A*
	Subtotal	521	522	100	0.5	*A*
SE	L	5	4	76	4.9	*A*
	T	546	551	101	1.7	*A*
	Subtotal	551	555	101	1.7	*A*
SW	***R***	***10***	***10***	***100***	***5.8***	***A***
	Subtotal	10	10	100	5.8	*A*
Total		1,082	1,087	100	1.1	*A*

Intersection: Marriott/Whole Foods & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	15	16	105	3.9	*A*
	T	458	456	100	4.3	*A*
	R	185	190	103	3.8	*A*
	Subtotal	658	662	101	4.1	*A*
SE	L	45	43	96	4.4	*A*
	T	496	503	101	5.1	*A*
	R	5	6	114	4.0	*A*
	Subtotal	546	552	101	5.0	*A*
NE	L	10	10	100	3.8	*A*
	T	5	6	114	3.5	*A*
	R	15	15	98	3.5	*A*
	Subtotal	30	31	103	3.6	*A*
SW	L	155	160	103	4.2	*A*
	T	5	4	76	5.4	*A*
	R	55	57	104	4.1	*A*
	Subtotal	215	221	103	4.2	*A*
Total		1,450	1,466	101	4.5	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Best Western
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	626	632	101	0.2	*A*
	R	15	17	111	0.0	*A*
	Subtotal	641	649	101	0.2	*A*
SB	L	15	14	92	5.9	*A*
	T	653	667	102	0.9	*A*
	Subtotal	668	681	102	1.0	*A*
WB	***L***	***20***	***20***	***101***	***10.5***	***B***
	R	30	31	102	7.6	*A*
	Subtotal	50	51	102	8.7	*A*
Total		1,360	1,381	102	0.9	*A*

Intersection: Landmark Drive & Walmart Access/Landmark Loop
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	***L***	***160***	***156***	***97***	***9.0***	***A***
	T	610	620	102	1.9	*A*
	R	25	24	96	0.7	*A*
	Subtotal	795	800	101	3.2	*A*
SB	L	15	14	92	5.2	*A*
	T	550	565	103	0.4	*A*
	R	105	104	99	0.4	*A*
	Subtotal	670	683	102	0.5	*A*
EB	R	195	202	103	0.9	*A*
	Subtotal	195	202	104	0.9	*A*
WB	R	30	29	95	6.2	*A*
	Subtotal	30	29	97	6.2	*A*
Total		1,692	1,714	101	1.9	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Mitigated Background - Development Growth*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Ute Blvd
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	30	32	105	10.4	*B*
	T	395	390	99	9.7	*A*
	R	145	141	97	3.6	*A*
	Subtotal	570	563	99	8.2	*A*
SB	L	420	432	103	3.7	*A*
	T	311	321	103	3.9	*A*
	R	15	15	98	4.2	*A*
	Subtotal	746	768	103	3.8	*A*
EB	L	15	15	98	4.9	*A*
	T	50	49	98	4.5	*A*
	R	20	19	96	3.8	*A*
	Subtotal	85	83	98	4.4	*A*
WB	L	105	107	102	9.2	*A*
	T	25	26	104	9.2	*A*
	R	385	394	102	6.6	*A*
	Subtotal	515	527	102	7.3	*A*
Total		1,927	1,950	101	6.1	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Overland Drive & Powderwood Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	52	52	100	2.5	*A*
	T	25	23	91	0.4	*A*
	Subtotal	77	75	97	1.9	*A*
SE	T	18	18	101	0.5	*A*
	R	140	132	94	0.4	*A*
	Subtotal	158	150	95	0.4	*A*
NE	***L***	***110***	***110***	***100***	***5.6***	***A***
	R	25	27	108	4.2	*A*
	Subtotal	135	137	101	5.3	*A*
Total		370	362	98	2.6	*A*

Intersection: Powderwood Drive & Tanger Outlets
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	71	68	96	2.5	*A*
	R	27	28	103	2.5	*A*
	Subtotal	98	96	98	2.5	*A*
SE	L	16	17	105	2.0	*A*
	R	27	28	103	2.0	*A*
	Subtotal	43	45	105	2.0	*A*
SW	L	10	10	100	1.9	*A*
	R	6	8	123	1.9	*A*
	Subtotal	16	18	113	1.9	*A*
Total		158	159	100	2.3	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: North Access & Landmark Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	6	7	108	4.4	*A*
	T	358	364	102	0.3	*A*
	Subtotal	364	371	102	0.4	*A*
SB	T	507	497	98	0.5	*A*
	R	5	6	114	0.1	*A*
	Subtotal	512	503	98	0.5	*A*
NE	***L***	***6***	***5***	***77***	***10.7***	***B***
	R	7	7	104	8.0	*A*
	Subtotal	13	12	92	9.1	*A*
Total		890	886	100	0.5	*A*

Intersection: Tanger Outlets & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	43	44	103	2.3	*A*
	T	356	362	102	2.9	*A*
	Subtotal	399	406	102	2.8	*A*
SE	T	493	484	98	3.9	*A*
	R	22	22	100	3.4	*A*
	Subtotal	515	506	98	3.9	*A*
NE	L	8	7	90	3.2	*A*
	R	51	52	101	2.1	*A*
	Subtotal	59	59	100	2.2	*A*
Total		973	971	100	3.4	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Canyon Corners
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	T	394	402	102	0.2	*A*
	R	5	6	114	0.1	*A*
	Subtotal	399	408	102	0.2	*A*
SE	L	5	4	76	3.8	*A*
	T	547	540	99	0.4	*A*
	Subtotal	552	544	99	0.4	*A*
SW	***R***	***5***	***5***	***95***	***4.9***	***A***
	Subtotal	5	5	100	4.9	*A*
Total		957	957	100	0.4	*A*

Intersection: Marriott/Whole Foods & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	15	13	85	2.8	*A*
	T	369	375	102	3.1	*A*
	R	65	62	95	2.7	*A*
	Subtotal	449	450	100	3.0	*A*
SE	L	25	27	108	2.7	*A*
	T	513	504	98	3.2	*A*
	R	10	10	100	2.7	*A*
	Subtotal	548	541	99	3.2	*A*
NE	L	10	10	100	3.4	*A*
	T	5	4	76	3.4	*A*
	R	20	20	101	3.1	*A*
	Subtotal	35	34	97	3.2	*A*
SW	L	40	38	94	3.1	*A*
	T	5	5	95	2.8	*A*
	R	20	22	111	2.9	*A*
	Subtotal	65	65	100	3.0	*A*
Total		1,098	1,090	99	3.1	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Best Western
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	404	403	100	0.1	*A*
	R	5	7	133	0.0	*A*
	Subtotal	409	410	100	0.1	*A*
SB	L	10	10	100	4.5	*A*
	T	563	552	98	0.5	*A*
	Subtotal	573	562	98	0.6	*A*
WB	***L***	***25***	***24***	***96***	***7.0***	***A***
	R	45	46	103	5.1	*A*
	Subtotal	70	70	100	5.8	*A*
Total		1,052	1,042	99	0.8	*A*

Intersection: Landmark Drive & Walmart Access/Landmark Loop
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	***L***	***70***	***70***	***100***	***6.0***	***A***
	T	392	393	100	1.3	*A*
	R	10	10	100	0.5	*A*
	Subtotal	472	473	100	2.0	*A*
SB	L	10	10	100	4.0	*A*
	T	533	525	98	0.4	*A*
	R	45	42	94	0.2	*A*
	Subtotal	588	577	98	0.4	*A*
EB	R	80	80	100	0.6	*A*
	Subtotal	80	80	100	0.6	*A*
WB	R	18	17	96	4.8	*A*
	Subtotal	18	17	94	4.8	*A*
Total		1,157	1,147	99	1.1	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Morning Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Ute Blvd
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	10	9	90	4.6	*A*
	T	252	256	102	4.4	*A*
	R	162	165	102	3.1	*A*
	Subtotal	424	430	101	3.9	*A*
SB	L	296	302	102	3.4	*A*
	T	307	295	96	3.3	*A*
	R	10	8	80	3.3	*A*
	Subtotal	613	605	99	3.3	*A*
EB	L	5	6	114	4.9	*A*
	T	15	15	98	3.9	*A*
	R	10	11	110	2.8	*A*
	Subtotal	30	32	107	3.7	*A*
WB	L	195	203	104	6.0	*A*
	T	30	30	98	5.7	*A*
	R	214	212	99	4.6	*A*
	Subtotal	439	445	101	5.3	*A*
Total		1,512	1,519	100	4.1	*A*

Intersection: Landmark Drive & East Access
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	399	407	102	0.3	*A*
	Subtotal	399	407	102	0.3	*A*
SB	T	543	535	98	0.7	*A*
	Subtotal	543	535	99	0.7	*A*
EB	***R***	***9***	***8***	***91***	***5.4***	***A***
	Subtotal	9	8	89	5.4	*A*
Total		951	950	100	0.6	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Overland Drive & Powderwood Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	40	36	89	2.1	*A*
	T	12	14	117	0.4	*A*
	Subtotal	52	50	96	1.6	*A*
SE	T	35	32	91	0.6	*A*
	R	115	115	100	0.3	*A*
	Subtotal	150	147	98	0.4	*A*
NE	***L***	***130***	***134***	***103***	***5.9***	***A***
	R	54	57	105	4.6	*A*
	Subtotal	184	191	104	5.5	*A*
Total		386	388	100	3.1	*A*

Intersection: Powderwood Drive & Tanger Outlets
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	45	40	89	2.4	*A*
	R	17	18	104	2.4	*A*
	Subtotal	62	58	94	2.4	*A*
SE	L	18	18	101	2.1	*A*
	T	1	2	200	0.6	*A*
	R	71	69	97	2.1	*A*
	Subtotal	90	89	99	2.1	*A*
SW	L	27	28	103	2.1	*A*
	R	7	8	119	2.2	*A*
	Subtotal	34	36	106	2.1	*A*
Total		186	183	99	2.2	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: North Access & Landmark Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	8	8	103	4.8	*A*
	T	429	436	102	0.6	*A*
	Subtotal	437	444	102	0.7	*A*
SB	T	459	455	99	0.5	*A*
	R	6	6	92	0.7	*A*
	Subtotal	465	461	99	0.5	*A*
NE	***L***	***16***	***13***	***80***	***14.9***	***B***
	R	17	18	104	7.3	*A*
	Subtotal	33	31	94	10.5	*B*
Total		936	936	100	1.0	*A*

Intersection: Tanger Outlets & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	188	181	96	3.5	*A*
	T	398	408	102	3.5	*A*
	Subtotal	586	589	101	3.5	*A*
SE	T	423	413	98	4.9	*A*
	R	54	61	112	3.8	*A*
	Subtotal	477	474	99	4.8	*A*
NE	L	38	36	94	3.8	*A*
	R	162	166	103	3.5	*A*
	Subtotal	200	202	101	3.6	*A*
Total		1,264	1,265	100	4.0	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Canyon Corners
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	T	577	580	101	0.7	*A*
	R	10	9	90	0.5	*A*
	Subtotal	587	589	100	0.7	*A*
SE	L	5	5	95	4.6	*A*
	T	596	592	99	1.1	*A*
	Subtotal	601	597	99	1.1	*A*
SW	***R***	***10***	***9***	***90***	***7.9***	***A***
	Subtotal	10	9	90	7.9	*A*
Total		1,198	1,195	100	0.9	*A*

Intersection: Marriott/Whole Foods & Landmark Drive
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NW	L	15	16	105	6.7	*A*
	T	524	528	101	8.4	*A*
	R	185	188	101	8.3	*A*
	Subtotal	724	732	101	8.3	*A*
SE	L	45	47	105	4.8	*A*
	T	547	539	99	5.2	*A*
	R	5	5	95	4.3	*A*
	Subtotal	597	591	99	5.2	*A*
NE	L	10	9	90	3.6	*A*
	T	5	5	95	4.4	*A*
	R	15	14	92	3.7	*A*
	Subtotal	30	28	93	3.8	*A*
SW	L	155	159	103	4.4	*A*
	T	5	5	95	3.8	*A*
	R	55	56	102	4.1	*A*
	Subtotal	215	220	102	4.3	*A*
Total		1,567	1,571	100	6.5	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Best Western
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	692	700	101	0.6	*A*
	R	15	15	98	0.0	*A*
	Subtotal	707	715	101	0.6	*A*
SB	L	15	16	105	6.6	*A*
	T	704	698	99	0.9	*A*
	Subtotal	719	714	99	1.0	*A*
WB	***L***	***20***	***19***	***96***	***14.5***	***B***
	R	30	30	98	10.4	*B*
	Subtotal	50	49	98	12.0	*B*
Total		1,476	1,478	100	1.2	*A*

Intersection: Landmark Drive & Walmart Access/Landmark Loop
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	***L***	***160***	***152***	***95***	***10.5***	***B***
	T	666	672	101	2.2	*A*
	R	25	25	100	0.9	*A*
	Subtotal	851	849	100	3.6	*A*
SB	L	15	13	85	6.7	*A*
	T	602	599	99	0.4	*A*
	R	105	103	98	0.3	*A*
	Subtotal	722	715	99	0.5	*A*
EB	R	195	189	97	0.9	*A*
	Subtotal	195	189	97	0.9	*A*
WB	R	41	44	107	8.8	*A*
	Subtotal	41	44	107	8.8	*A*
Total		1,810	1,797	99	2.3	*A*

SimTraffic LOS Report

Project: Summit County Outlets Mixed-Use TIS
Analysis Period: *Future (2050) Plus Project*
Time Period: *Evening Peak Hour* **Project #:** *UT24-2763*

Intersection: Landmark Drive & Ute Blvd
Type: Roundabout

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	30	33	108	12.1	*B*
	T	404	397	98	10.4	*B*
	R	161	162	100	3.9	*A*
	Subtotal	595	592	99	8.7	*A*
SB	L	463	456	99	3.8	*A*
	T	318	312	98	3.8	*A*
	R	15	17	111	3.9	*A*
	Subtotal	796	785	99	3.8	*A*
EB	L	15	15	98	4.9	*A*
	T	50	50	100	4.7	*A*
	R	20	21	106	3.7	*A*
	Subtotal	85	86	101	4.5	*A*
WB	L	131	134	102	12.3	*B*
	T	25	26	104	12.1	*B*
	R	431	437	101	8.5	*A*
	Subtotal	587	597	102	9.5	*A*
Total		2,074	2,070	100	6.9	*A*

Intersection: Landmark Drive & East Access
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	586	588	100	0.3	*A*
	Subtotal	586	588	100	0.3	*A*
SB	T	584	578	99	1.0	*A*
	Subtotal	584	578	99	1.0	*A*
EB	***R***	***17***	***18***	***104***	***6.1***	***A***
	Subtotal	17	18	106	6.1	*A*
Total		1,187	1,184	100	0.7	*A*

APPENDIX B

95th Percentile Results

SimTraffic Queueing Report

Project: Summit County Outlets Mixed-Use TIS

Analysis: Future (2050) Background - Development Growth

Time Period: Morning Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT24-2763

Intersection	NB				NE		NW				SB				SE			SW			EB	WB		
	L	LR	LT	LTR	LR	LTR	L	LT	R	T	L	LTR	R	T	L	LR	TR	LR	LT	R	LTR	LR	LTR	R
01: Overland Drive & Powderwood Drive					75																			
02: Powderwood Drive & Tanger Outlets																								
03: North Access & Landmark Drive			50		50																			
04: Tanger Outlets & Landmark Drive										50							100							
05: Landmark Drive & Canyon Corners																								
06: Marriott/Whole Foods & Landmark Drive						50									50				50	50				
07: Landmark Drive & Best Western														50								50		
08: Landmark Drive & Walmart Access/Landmark Loop	50																						50	
09: Landmark Drive & Ute Blvd				125							75	75									50		125	50

SimTraffic Queueing Report

Project: Summit County Outlets Mixed-Use TIS
Analysis: Future (2050) Background - Development Growth
Time Period: Evening Peak Hour
95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT24-2763

Intersection	NB						NE		NW				SB					SE			SW			EB	WB		
	L	LR	LT	LTR	T	TR	LR	LTR	L	LT	R	T	L	LTR	R	T	TR	L	LR	TR	LR	LT	R	LTR	LR	LTR	R
01: Overland Drive & Powderwood Drive							75																				
02: Powderwood Drive & Tanger Outlets		50																									
03: North Access & Landmark Drive			50				50																				
04: Tanger Outlets & Landmark Drive							75		50			75							125								
05: Landmark Drive & Canyon Corners																							50				
06: Marriott/Whole Foods & Landmark Drive								75										50				300	125				
07: Landmark Drive & Best Western													50			50									50		
08: Landmark Drive & Walmart Access/Landmark Loop	100												50													125	
09: Landmark Drive & Ute Blvd				450									75	100										50		150	100

SimTraffic Queueing Report

Project: Summit County Outlets Mixed-Use TIS

Analysis: Future (2050) Mitigated Background - Development Growth

Time Period: Morning Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT24-2763

Intersection	NB					NE		NW				SB					SE				SW			EB	WB		
	L	LR	LT	T	TR	LR	LTR	L	LT	LTR	T	L	LTR	R	T	TR	L	LR	LTR	TR	LR	LTR	R	LTR	LR	R	ULTR
01: Overland Drive & Powderwood Drive						75																					
02: Powderwood Drive & Tanger Outlets																											
03: North Access & Landmark Drive			50			50																					
04: Tanger Outlets & Landmark Drive											50								75								
05: Landmark Drive & Canyon Corners																											
06: Marriott/Whole Foods & Landmark Drive							50			75									75			50					
07: Landmark Drive & Best Western																									50		
08: Landmark Drive & Walmart Access/Landmark Loop	50																									50	
09: Landmark Drive & Ute Blvd			75		50							75	50											50		50	125

SimTraffic Queueing Report

Project: Summit County Outlets Mixed-Use TIS

Analysis: Future (2050) Mitigated Background - Development Growth

Time Period: Evening Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT24-2763

Intersection	NB					NE		NW				SB					SE					SW			EB	WB		
	L	LR	LT	T	TR	LR	LTR	L	LT	LTR	T	L	LTR	R	T	TR	L	LR	LTR	T	TR	LR	LTR	R	LTR	LR	R	ULTR
01: Overland Drive & Powderwood Drive						75																						
02: Powderwood Drive & Tanger Outlets		50																										
03: North Access & Landmark Drive			25			50																						
04: Tanger Outlets & Landmark Drive						75		50			75										125							
05: Landmark Drive & Canyon Corners																				50				50				
06: Marriott/Whole Foods & Landmark Drive							50			125									125				75					
07: Landmark Drive & Best Western												50														50		
08: Landmark Drive & Walmart Access/Landmark Loop	75											50															50	
09: Landmark Drive & Ute Blvd			175		100							75	75												75		100	175

SimTraffic Queueing Report

Project: Summit County Outlets Mixed-Use TIS

Analysis: Future (2050) Plus Project

Time Period: Morning Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT24-2763

Intersection	NB					NE		NW				SB					SE				SW			EB		WB		
	L	LR	LT	T	TR	LR	LTR	L	LT	LTR	T	L	LTR	R	T	TR	L	LR	LTR	TR	LR	LTR	R	LTR	R	LR	R	ULTR
01: Overland Drive & Powderwood Drive						75			50																			
02: Powderwood Drive & Tanger Outlets		50																										
03: North Access & Landmark Drive			50			50																						
04: Tanger Outlets & Landmark Drive											50								100									
05: Landmark Drive & Canyon Corners																												
06: Marriott/Whole Foods & Landmark Drive							50			50								75				50						
07: Landmark Drive & Best Western																										50		
08: Landmark Drive & Walmart Access/Landmark Loop	50																										50	
09: Landmark Drive & Ute Blvd			75		50							75	75											50			50	125
10: Landmark Drive & East Access																									50			

SimTraffic Queueing Report

Project: Summit County Outlets Mixed-Use TIS

Analysis: Future (2050) Plus Project

Time Period: Evening Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT24-2763

Intersection	NB					NE		NW				SB					SE					SW			EB		WB		
	L	LR	LT	T	TR	LR	LTR	L	LT	LTR	T	L	LTR	R	T	TR	L	LR	LTR	T	TR	LR	LTR	R	LTR	R	LR	R	ULTR
01: Overland Drive & Powderwood Drive						75			50																				
02: Powderwood Drive & Tanger Outlets																		50											
03: North Access & Landmark Drive			50			50																							
04: Tanger Outlets & Landmark Drive						75		75			75										125								
05: Landmark Drive & Canyon Corners																				75				50					
06: Marriott/Whole Foods & Landmark Drive							50			250									150				75						
07: Landmark Drive & Best Western				50								50															75		
08: Landmark Drive & Walmart Access/Landmark Loop	100			50	50							50																75	
09: Landmark Drive & Ute Blvd			175		125							75	75												75			150	225
10: Landmark Drive & East Access																										50			