STAFF REPORT

To: Summit County Manager
From: Amir Caus, AICP, Senior Planner
Date of Meeting: June 29, 2023
Type of Item: Final Subdivision Plat and Final Site Plan – Public Hearing, Possible Action
Process: Administrative

Project Description

Project Name:	Promontory Liberty Ranch Final Subdivision Plat and Final Site Plan
Applicant(s):	Chris Zarek, Cowboy Partners
Property Owner(s):	Promontory Investments LLC
Location:	6680 Promontory Ranch Rd., Promontory, Summit County, UT
Zone District:	Promontory SPA, Underlying Zoning AG-80
Parcel Number and Size:	SS-51-C (333.52 acres)
Type of Process:	Administrative
Final Land Use Authority:	Summit County Manager

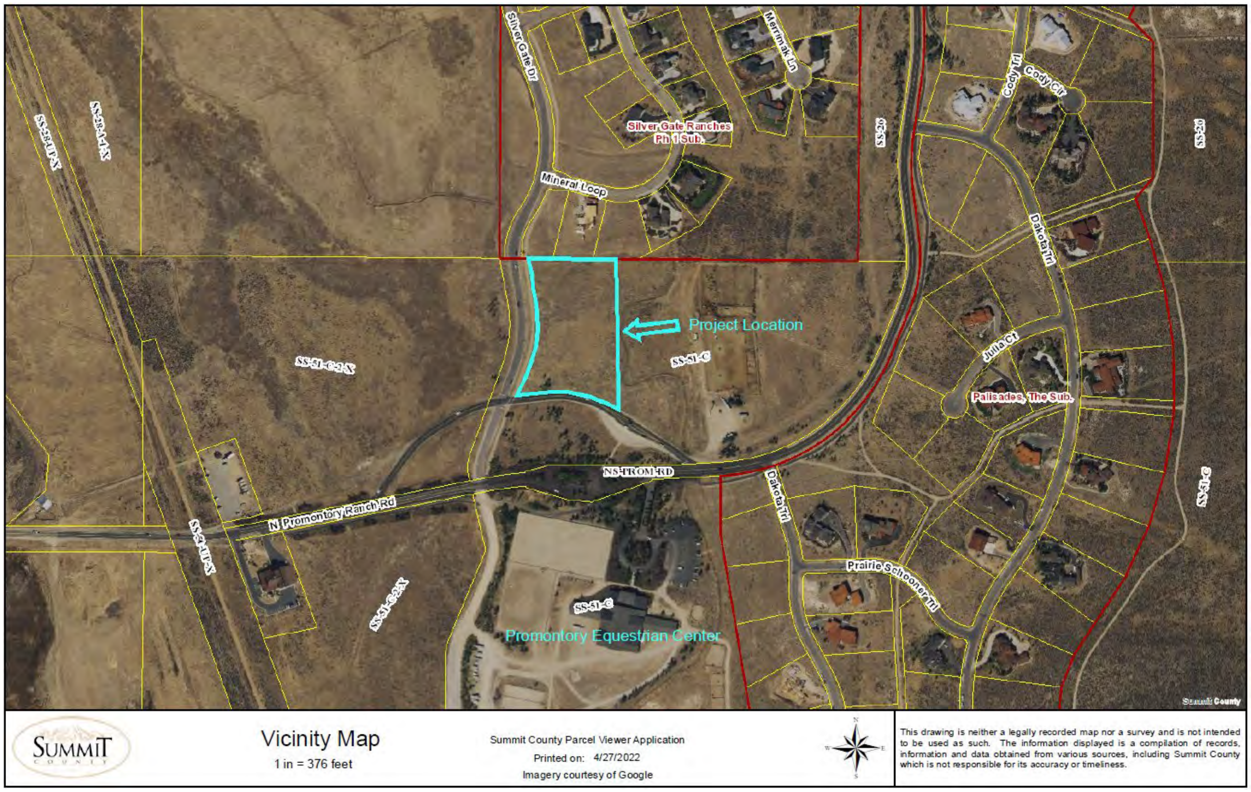
EXECUTIVE SUMMARY: Staff has reviewed the application for compliance with all standards in the Eastern Summit County Development Code, Promontory Development Agreement, and Promontory Employee Housing Agreement and has found that it meets the requirements for approval. On May 4, 2023, the Eastern Summit County Planning Commission forwarded a positive recommendation to the Summit County Manager to approve the proposed Promontory Liberty Ranch at Star Point Subdivision and Final Site Plan.

Staff recommends that the Summit County Manager conduct a public hearing, consider Staff's analysis and approve the proposed Promontory Liberty Ranch at Star Point Subdivision and Final Site Plan, pursuant to the Findings of Fact, Conclusions of Law and Conditions of Approval found in this Staff Report.

Proposal

The applicant is requesting to create a 1-lot Final Subdivision Plat (3.588 acres) and the associated Final Site Plan for the Promontory development employee housing (40 units). The 40 employee housing units will be provided via four multi-family structures. The employee housing units will be divided into twelve 3-bedroom units, twelve 2-bedroom units, twelve 1-bedroom units and four studios. As part of the proposal, the applicant is allocating 98 parking spaces, which includes 8 ADA spaces and 1 Summit County Micro Transit stall. As part of the overall site improvements, a ~670 sq. ft. accessory building (Building 5) is being proposed to serve as a management/maintenance office, and maintenance and storage facility.

Vicinity Map



Background

The Promontory Development Agreement was approved on January 2, 2001. It provided for 885 estate lots as part of a base density, 716 incentive density lots, two hotels/300 resort units, equestrian facility, up to five golf club houses, and other accessory uses on approximately 6,500 acres with no less than 3,900 acres remaining as passive open space. Of the 1901 total units in the density pool, 1,431 units have been approved.

As part of the Development Agreement, the developer was obligated to provide 37 employee households consisting of 82 bedrooms. The Development Agreement required that the employee housing be located within the community gates. While the Development Agreement required that the employee housing be provided in a "reaso*nable time schedule"*, it did not provide for a specific timeline. Until 2018, the developer had provided 2 employee units that were not deed restricted at the time. NOTE: The employee housing is a requirement of the Promontory Development Agreement and is not associated with the market rate density pool.

In 2018, after ~1,000 units of 1,901 were approved, the Eastern Summit County Planning Commission, Summit County Council, and Summit County Manager found that the *"reasonable time schedule"* has come and directed Promontory to return with an employee housing plan. A housing agreement was signed in February of 2019 which specified the rent restrictions, number of units, bedrooms, sizes, timing and additional flexibility in location.

One of the key items included in the Employee Housing Agreement were the initial provision of 7 units within 24 months and all remaining units to be provided within 7 years. Another key item included in the Employee Housing Agreement was the option of locating employee housing inside and outside of gates and that locations needed to be based on transit, employment, and schools.

In 2022, the Employee Housing Agreement was amended to allow up to 49 units (85 bedrooms) of employee housing.

Since the Employee Housing Agreement initiation, the developer has deed restricted the 2 one-bedroom units in the Equestrian Center and has completed construction of 7 units/bedrooms as part of the Equestrian Center Final Site Plan Amendment. The remaining balance for the employee units is 40 units (76 bedrooms).

On May 4, 2023, the Eastern Summit County Planning Commission forwarded a positive recommendation to the Summit County Manager to approve the proposed Promontory Liberty Ranch at Star Point Subdivision and Final Site Plan.

Analysis and Findings

Development Agreement Requirements

The Development Agreement delegates decision making powers to the Board of County Commissioners for all Final Plats. With the change of government that took place, the former Board of County Commissioner's administrative duties diverted to the County Manager and the legislative duties diverted to the County Council. The Final Site Plan and Final Site Plan Amendment is considered an administrative action. The Eastern Summit County Planning Commission remains as the recommending body.

Per Section 4.7.12 Employee Housing of the Promontory Development Agreement; *The Developer shall provide for thirty-seven (37) employee households consisting of the 82 bedroom suites of employee housing. Approval of such employee housing units shall be subject to the final site plan approval process in this Agreement.*

> **Analysis**: The Promontory Employee Housing Agreement allows up to 49 units of 85 bedrooms. With the 9 units already constructed and deed restricted, the proposed 40 units (76 bedrooms) would allocate all required employee housing units. **COMPLIES**

Section 4.8.4.1.1 of the Promontory Development Agreement states; *The Developer shall provide for thirty-seven (37) employee households consisting of 82 bedroom suites of employee housing sited within the Resort, not outside of the Community gates. The employee housing shall be clustered together in such a way as to create a high quality sense of community. This employee housing community shall be integrated into the fabric of the Resort Community and shall be located within either the Resort Village, Resort Highlands, or Middle Valley development areas at a location to be determined by Developer; provided however, that Developer may transfer, in whole or in part, the employee housing obligation to the developer of the South Point Property under the provisions of Section 4.7.12. In all instances, employee housing should have easy access (walking, bicycling, and internal resort transit) to Resort employment Generators and provide for reasonable access to South Summit School District bus stops at the Community gates (i.e., shuttle transit bus). All employee housing shall be* *approved pursuant to the site plan review and approval process herein.*

Analysis: The Promontory Employee Housing Agreement allows the developer to locate the employee units at a location either within or outside of the Promontory gates. The approval of a Final Subdivision Plat and Final Site Plan would determine the location approval. The Promontory Employee Housing Plan requires that the employee housing be located near an entrance to the SPA and provide reasonable access to any available transit and to any available South Summit School District bus stops. The South Point portion of Promontory currently has no infrastructure and is not a viable solution. As an example, in 2020, the County approved 7 units that were built at the Equestrian Center site. **COMPLIES**

Section 4.8.4.1.2 of the Promontory Development Agreement states; *All employee housing shall be produced by the Developer within a reasonable time schedule, to be approved by the County, which correlates to the construction of employment generators.*

Analysis: The Promontory Employee Housing Agreement requires that all remaining units to be provided within 7 years.

The applicant has stated that they plan to have the project completed by the end of 2023. Should this self-imposed deadline not be achieved, the limitations within the Promontory Employee Housing Agreement would still be applicable. **COMPLIES AS CONDITIONED**

Section 4.8.4.1.3 of the Promontory Development Agreement states; *The Developer shall provide a specific plan that is acceptable to Summit County for the long-term ownership of the employee units, proposed deed restrictions on the use, rules and regulations regarding occupancy, maintenance obligations and maintenance funding practices that will be used, and affordable rent targets. The plan should also address unit size, quality of construction and general layout.*

Analysis: The proposed units are rental units. The Promontory Employee Housing Agreement is the governing document and plan for the provision of employee housing. The applicant will be required to deed restrict all 40 units prior to receiving the Certificate of Occupancy. **COMPLIES AS CONDITIONED**

Eastern Summit County Development Code Requirements

Promontory Development Agreement Design Guidelines do not specify setbacks and height for employee housing and therefore the Eastern Summit County Development Code requirements are applied. The zone required setbacks for AG-80 (underlying zone) are 25 feet from the right-of-way and 12 feet for side and rear property lines. The project as designed exceeds the minimum setback requirements. The maximum height for all structures is 32 feet above natural grade in the AG-80 Zone. The project as designed is below the maximum height limitation.

Service Providers

Staff has not received any negative service provider comments which would hinder the proposal.

Promontory Conservancy and Architectural Review Committee

Staff has received approvals from the Promontory Conservancy and Architectural Review Committee for the proposal.

Public Comment Regarding Validity of Employee Housing Plan

At the November 3, 2022, Eastern Summit County Planning Commission public hearing, several concerns were raised by members of the public regarding the validity of the Employee Housing Plan.

County Staff largely agrees with the factual background and positions taken by Promontory, which were outlined in Promontory's August 25, 2022 (Exhibit H) response to public comments and articulated by Promontory representatives at the public hearing. In addition to what was stated in Promontory's response letter and comments made during the September 15, 2022, meeting, Staff has included additional analysis below, which lends additional support to what has already been stated:

1) <u>Validity of the Employee Housing Plan:</u> The Promontory Development Agreement, Section 4.8.4.1.3 states that Promontory "*shall provide a specific plan that is acceptable to Summit County for the long-term ownership of the employee units, proposed deed restrictions on the use, rules and regulations regarding occupancy, maintenance obligations and maintenance funding practices that will be used, and affordable rent targets. The plan should also address unit size, quality of construction and general layout.*"

   In 2018, a joint meeting was held with Promontory, the Eastern Summit County Planning Commission and the County Council to discuss Promontory's affordable housing requirement, which was prompted after Promontory submitted an application for its expanded Nicklaus Clubhouse development. Thereafter, a plan, as required by the Development Agreement, was submitted to the County for its consideration. The Development Agreement does not state that the housing plan is to be processed as either an administrative or substantial amendment to the Promontory Development Agreement; it simply states an acceptable plan shall be submitted to the County. Moreover, substantial amendments to the Promontory Development Agreement are required only if there is a change to the Term (as defined in the agreement), change in permitted uses, increased density or intensity of use, deletion of any major public amenity, or changes related to dedicated land include open space (Section 6.9.1). All other amendments are processed as administrative amendments (Section 6.9.2). The plan for affordable housing does not meet the definition of a "substantial amendment" to the Development Agreement. Section 4.4. of the Development Agreements sets forth all of the permitted uses within the Promontory SPA, and among them are "institutional uses" including "employee housing." As discussed below, "institutional uses" such as employee housing are not included within any of the density calculations associated with the Promontory SPA.

2) <u>The Employee Housing Is Not Associated with Specific Density within the Lot Matrix:</u> The density associated with Promontory's employee housing requirement per the Promontory Development Agreement is a standalone, not associated with Resort Unit or Resort Residential density within the Promontory SPA:

   a. "Land Use Density" is defined in the Promontory Development agreement as "the densities planned and potential densities allowed for each Development Parcel and the overall density of the entire Promontory Resort" (Section 1.28).

   b. Under the Development Agreement Section 4.4, certain "permitted uses and densities" are listed including 1) Resort Units; 2) Golf courses, Club and Community Facilities and Related Uses; 3) Freestanding Retail; 4) Base Residential Density; 5) Incentive Residential Density; and 6) Institutional Uses. Institutional Uses are defined as follows:

      4.4.6 <u>Institutional Uses</u>. The following institutional uses shall also be permitted within Promontory: Schools, at locations designated on the Master Plan, fire and law enforcement facilities, utility facilities, including water wells and related structures, water storage facilities including tanks and ponds, water lines, sewer lines, sewage treatment facilities, effluent storage ponds and discharge facilities, power substations and distribution facilities, and employee housing. All institutional structures shall be subject to the Thematic and Design Guidelines that are applicable to other structures in the Development.

   c. Turning to the Lot Matrix Table which is Exhibit A to the Promontory Development Agreement, employee housing is not called out as "density;" it is listed under the "Promontory Totals" but is not associated with a specific density range nor is it allocated to a specific mapped area or Development Parcel. While the original Promontory Development Agreement required employee housing to be located in specific locations within the SPA, the requirement was amended as discussed above.

As explained in greater detail above, the Employee Housing Plan was properly processed as an administrative amendment and therein, it specifies the housing may be multi-family housing as allowed within the Promontory Development Agreement (Section 4.8.4.1.1: "all employee housing shall be approved pursuant to the site plan review and approval process herein." Section 1.2.1: "A site plan is a development plan of one or more parcels designated for the construction of all *multi-family and attached residences…expressly not including single family, detached residences on lots."*

Recommendation

It is Staff's finding that the request meets the applicable standards in the Eastern Summit County Development Code, Promontory Development Agreement, and Promontory Employee Housing Agreement. Staff recommends that the Summit County Manager conduct a public hearing, consider Staff's analysis and approve the proposed Promontory Liberty Ranch at Star

Point Subdivision and Final Site Plan, according to the Findings of Fact, Conclusions of Law and Conditions of Approval below.

Findings of Fact:

1. The Promontory Development Agreement was approved on January 2, 2001. It provided for 885 estate lots as part of a base density, 716 incentive density lots, two hotels/300 resort units, equestrian facility, up to five golf club houses, and other accessory uses on approximately 6,500 acres with no less than 3,900 acres remaining as passive open space.
2. Of the 1901 total units in the density pool, 1,431 units have been approved.
3. As part of the Development Agreement, the developer was obligated to provide 37 employee households consisting of 82 bedrooms.
4. The Development Agreement required that the employee housing be located within the community gates.
5. While the Development Agreement required that the employee housing be provided in a "reaso*nable time schedule"*, it did not provide for a specific timeline.
6. Until 2018, the developer had provided 2 employee units that were not deed restricted at the time.
7. The employee housing is a requirement of the Promontory Development Agreement and is not associated with the market rate density pool.
8. In 2018, after ~1,000 units of 1,901 were approved, the Eastern Summit County Planning Commission, Summit County Council, and Summit County Manager found that the *"reasonable time schedule"* has come and directed Promontory to return with an employee housing plan.
9. The Promontory Employee Housing Agreement was signed in February of 2019 which specified the rent restrictions, number of units, bedrooms, sizes, timing and additional flexibility in location.
10. The Promontory Employee Housing Agreement required the provision of 7 units within 24 months and all remaining units to be provided within 7 years.
11. The Promontory Employee Housing Agreement included the option of locating employee housing inside and outside of gates and those locations needed to be based on transit, employment, and schools.
12. In 2022, the Promontory Employee Housing Agreement was amended to allow up to 49 units of employee housing.
13. Prior to the date of this application, Promontory has provided 9 employee units.
14. The applicant is requesting to create a 1-lot Final Subdivision Plat (3.588 acres) and the associated Final Site Plan for the Promontory development employee housing (40 units) on a portion of Parcel SS-51-C.
15. The proposed 40 employee housing units will be provided via four multi-family structures.
16. The employee housing units will be divided into twelve 3-bedroom units, twelve 2-bedroom units, twelve 1-bedroom units and four studios.
17. With the 9 units already constructed and deed restricted, the proposed 40 units would allocate all required employee housing units.
18. As part of the proposal, the applicant is allocating 98 parking spaces, which includes 8 ADA spaces and 1 Summit County Micro Transit stall.

19. As part of the overall site improvements, a ~670 sq. ft. accessory building (Building 5) is being proposed to serve as a management/maintenance office, and maintenance and storage facility.
20. The proposed 40 units are rental units.
21. The applicant will be required to deed restrict all 40 units prior to receiving the Certificate of Occupancy.
22. The Promontory Employee Housing Agreement is the governing document and plan for the provision of employee housing.
23. The proposed Final Subdivision Plat and Final Site Plan are legally described as Liberty Ranch at Star Point.
24. Promontory Development Agreement Design Guidelines do not specify setbacks and height for employee housing and therefore the Eastern Summit County Development Code requirements are applied.
25. The zone required setbacks for AG-80 (underlying zone) are 25 feet from the right-of-way and 12 feet for side and rear property lines.
26. The project as designed exceeds the minimum setback requirements.
27. The maximum height for all structures is 32 feet above natural grade in the AG-80 Zone.
28. The project as designed is below the maximum height limitation.
29. Staff has received approvals from the Promontory Conservancy for the proposal.
30. Service providers have reviewed the plats for compliance with applicable standards and no project issues have been identified that could not be mitigated.
31. Staff has reviewed the proposed plats for compliance with applicable Development Code standards.
32. Staff has reviewed the proposed plats for compliance with the Promontory Development Agreement standards.
33. On May 4, 2023, the Eastern Summit County Planning Commission forwarded a positive recommendation to the Summit County Manager to approve the proposed Promontory Liberty Ranch at Star Point Subdivision and Final Site Plan.
34. Public notice of the public hearing was published in *Summit County News.*
35. Postcard notices announcing the public hearing were mailed to property owners within 1,000 feet of the subject property.

Conclusions of Law:

1. The proposal meets the applicable terms of the Promontory Development Agreement.
2. The proposal meets the terms of the Promontory Employee Housing Agreement.
3. The proposal meets the applicable standards of the Eastern Summit County Development Code.
4. The proposal meets the applicable standards of the Eastern Summit County General Plan.

Conditions of Approval:

1. All necessary permits must be obtained and fees shall be paid prior to the commencement of any construction activity, including but not limited to the Summit County Engineering and the Summit County Building Departments.
2. All service provider requirements shall be met.
3. All requirements of the Promontory Employee Housing Agreement shall be met.

4. The applicant shall deed restrict all 40 units prior to receiving the Certificates of Occupancy.

Public Notice, Meetings and Comments

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

During the Eastern Summit County Planning Commission review process public comments have been received regarding the proposal (Exhibit G). Promontory has included a response letter (Exhibit H).

Attachments

Exhibit A – Applicant Proposal Letter
Exhibit B – Proposed Plat
Exhibit C – Proposed Final Site Plan
Exhibit D – Property Management Plan
Exhibit E – Promontory Employee Housing Agreement
Exhibit F – Promontory Conservancy Letter
Exhibit G – Public Comment
Exhibit H – Promontory Response to Public Comment

EXHIBIT A.1

COWBOY
PARTNERS

6440 So. Wasatch Blvd.
Suite 100
Salt Lake City, UT 84121
Tel: (801) 424-4400
Fax: (801) 424-4460

April 11, 2022

Summit County Community Development
Attn: Amir Caus
P.O. Box 128
60 North Main
Coalville, UT 84017
P: (435) 336-3117
acaus@summitcounty.org

RE: Narrative regarding Liberty Ranch at Star Point Employee Housing Project

Mr. Caus:

Cowboy Partners, on behalf of Liberty Ranch at Star Point, LLC, submit this Final Site Plan application for the proposed employee housing project to be called Liberty Ranch at Star Point. The project sits on 3.588 acres to be subdivided from Summit County Parcel ID# SS-51-C, fronting Silver Gate Drive just north of Promontory Ranch Road.

Liberty Ranch at Star Point is in response to – and in compliance with – the Promontory Specially Planned Area Employee Housing Plan executed between Summit County and South Point Utah Development, LLC. The project consists of 4 two-story residential structures, collectively housing 40 units of employee housing. The footprints, scale, design and materiality of the structures are meant to complement the residential structures of the Promontory area. The project will be designed to the standards set forth by Promontory.

The project's 40 homes include 12 3-bedroom units, 12 2-bedroom units, 12 1-bedroom units and four studios. The project will have surface parking is sufficient number to park the project at a ratio greater than 1 stall per bedroom, as well as a dedicated stall for Summit County Transit Micro-Service. The site will include an amenity pavilion with covered outdoor space for residents, as well as a tot lot for children residing in the project.

EXHIBIT A.2

COWBOY PARTNERS

6440 So. Wasatch Blvd.
Suite 100
Salt Lake City, UT 84121
Tel: (801) 424-4400
Fax: (801) 424-4460

Cowboy Properties and its team of management, maintenance, and compliance professionals will manage the property. Cowboy Properties has deep experience managing a broad range of residential communities, including Summit County properties and a many residential communities with an affordable and workforce component. Liberty Ranch will operate with two direct employees – a maintenance supervisor onsite during business hours and a leasing manager onsite by appointment. Cowboy Properties is affiliated with Cowboy Partners, and the two organizations have worked together to ensure that the site has been designed with resident circulation, accessible design, snow removal, waste disposal, mail and package delivery, and transportation access in mind.

Please see the attached drawings and application materials for detailed information regarding the project and its final site plan proposal. Promontory and Cowboy Partners appreciate the opportunity to request approval for this new and important project from Summit County. Should you have any questions regarding the application, or if you should require additional information, please contact me at your earliest convenience.

Sincerely,

Chris Zarek

Chris Zarek
Cowboy Partners

EXHIBIT B

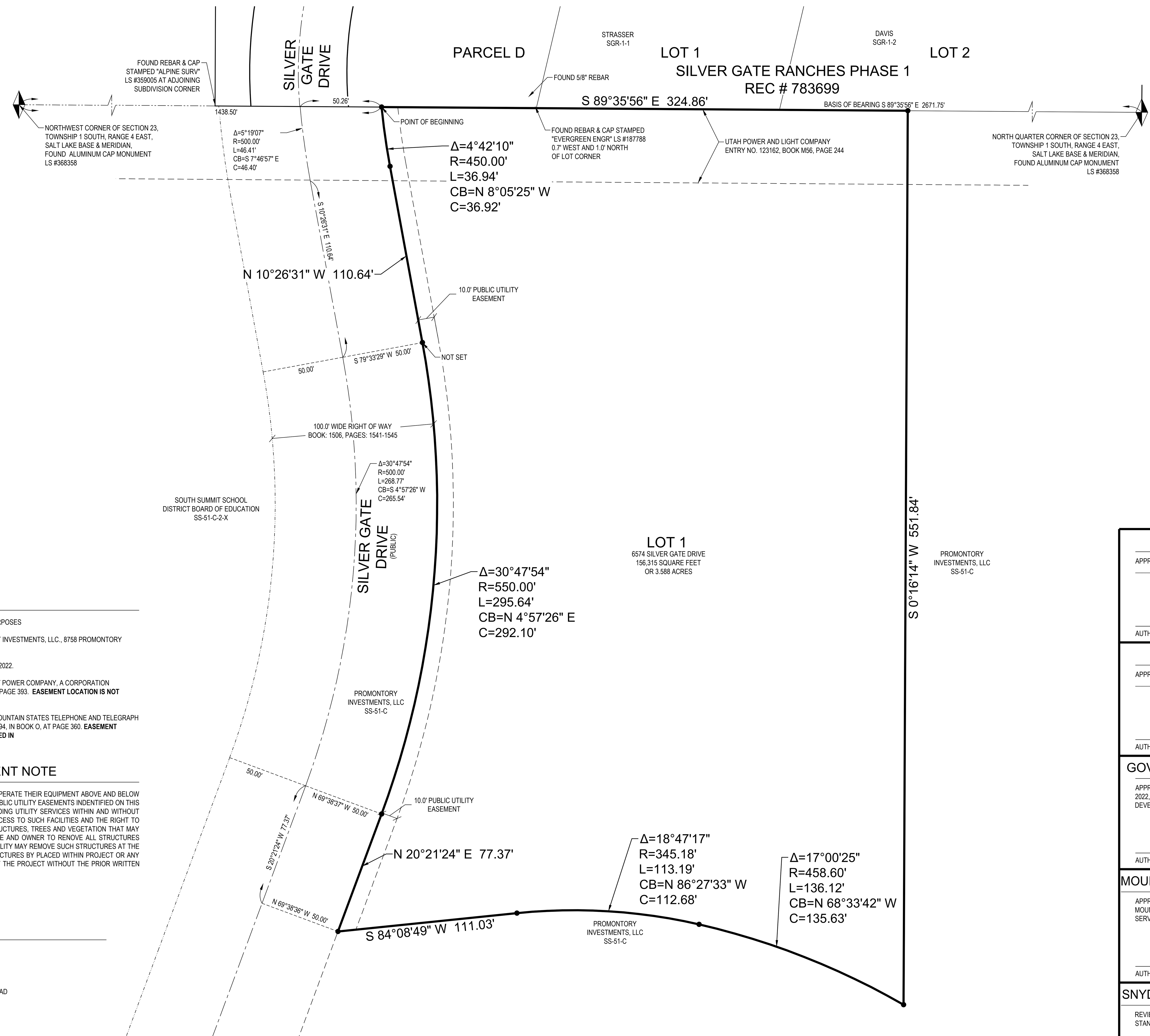
LIBERTY RANCH AT STAR POINT

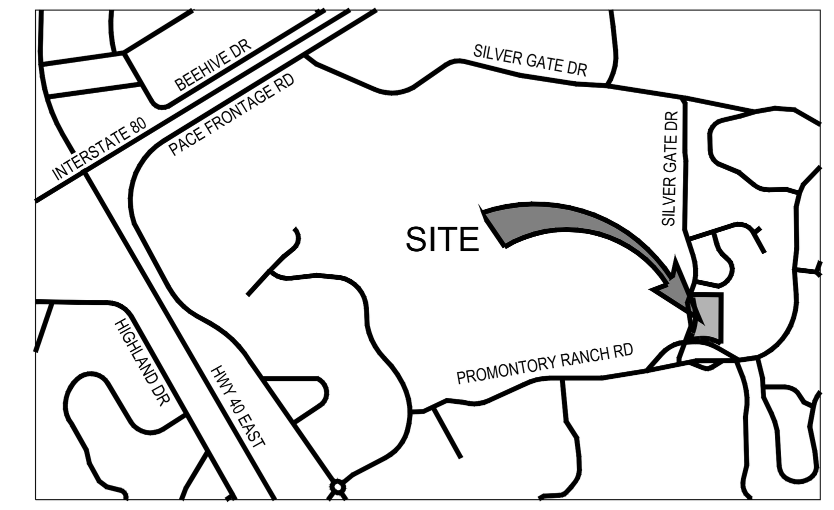
LOCATED IN THE NORTHWEST QUARTER SECTION 23,
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDAIN
PARK CITY, UTAH

NORTH

SCALE: 1" = 40'

0 20' 40' 80' 120'





VICINITY MAP

SCALE: N.T.S.

NOTES

1. THIS SUBDIVISION IS BEING CREATED FOR RESIDENTIAL PURPOSES

2 THE OWNER/DEVELOPER OF THIS PROJECT IS PROMONTORY INVESTMENTS, LLC., 8758 PROMONTORY RANCH ROAD, PARK CITY, UT 84098

3. RECORD OF SURVEY FILE NO. S-10973, RECORDED JULY 12, 2022.

4. SUBJECT TO GRANT OF RIGHT-OF-WAY IN FAVOR OF KNIGHT POWER COMPANY, A CORPORATION RECORDED JUNE 10, 1911, AS ENTRY NO. 21175, IN BOOK J, AT PAGE 393. **EASEMENT LOCATION IS NOT DESCRIBED, ONLY THE SECTION ITS LOCATED IN**

5. SUBJECT TO RIGHT OF WAY EASEMENT IN FAVOR OF THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, RECORDED DECEMBER 15, 1913, AS ENTRY NO. 23694, IN BOOK O, AT PAGE 360. **EASEMENT LOCATION IS NOT DESCRIBED, ONLY THE SECTION ITS LOCATED IN**

UTILITY EASEMENT NOTE

UTILITY SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS INDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING, STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PROJECT. THE UTILITY MAY REQUIRE AND OWNER TO RENOVE ALL STRUCTURES WITHIN THE PROJECT AT THE OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BY PLACED WITHIN PROJECT OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PROJECT WITHOUT THE PRIOR WRITTEN WITH FACILITIES IN THE PROJECT.

LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- MONUMENT LINE/CENTER LINE OF ROAD
- RIGHT OF WAY LINE
- ADJOINING LOT LINE
- EASEMENT LINE
- SUBDIVISION BOUNDARY CORNER, COPPER PLUG OR REBAR & CAP OR NAIL & WASHER STAMPED "MCNEIL ENGR"

SURVEYOR'S CERTIFICATE

I, DAVID B. DRAPER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 6861599 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT, I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY AND HAVE REFERENCED A RECORD OF SURVEY MAP OF THE EXISTING PROPERTY BOUNDARIES IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED THE BOUNDARY LOCATIONS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I DO FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE SUBDIVIDED SAID PROPERTY INTO LOTS, HEREAFTER TO BE KNOWN AS:

LIBERTY RANCH AT STAR POINT

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT SOUTH 89°35'56" EAST 1438.50 FEET FROM THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°35'56" EAST 324.86 FEET; THENCE SOUTH 00°16'14" WEST 551.84 FEET TO A POINT A POINT ON A NON-TANGENT 458.60 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°00'25" AND DISTANCE OF 136.12 FEET (CHORD BEARS NORTH 68°33'42" WEST 135.63 FEET) TO A POINT ON A 345.18 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°47'17" A DISTANCE OF 113.19 FEET (CHORD BEARS NORTH 86°27'33" W 112.68 FEET); THENCE SOUTH 84°08'49" WEST 111.03 FEET; THENCE NORTH 20°21'24" EAST 77.37 FEET TO A POINT ON A 550.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°47'54" A DISTANCE OF 295.64 FEET (CHORD BEARS NORTH 04°57'26" EAST 292.10); THENCE NORTH 10°26'31" WEST 110.64 FEET TO A POINT ON A 450.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°42'10" A DISTANCE OF 36.94 FEET (CHORD BEARS NORTH 08°05'25" WEST 36.92 FEET) TO THE POINT OF BEGINNING.

CONTAINS: 156,315 SQ.FT. OR 3.588 ACRES (1 LOT)

PROFESSIONAL LAND SURVEYOR
DAVID B. DRAPER
No. 6861599
DATE: 8-9-22
STATE OF UTAH

DAVID B. DRAPER,
L.S. LICENSE NO. 6861599

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT PROMONTORY INVESTMENTS, LLC, ("OWNER") IS THE OWNER OF THE HEREIN DESCRIBED TRACT OF LAND THAT IS SHOWN UPON THIS PLAT, AND HEREBY CAUSES THE SAME TO BE DIVIDED INTO LOTS, COMMON AREAS, EASEMENTS AND PUBLIC AND OR PRIVATE ROADS AS ILLUSTRATED TO HEREAFTER BY KNOWN AS:

LIBERTY RANCH AT STAR POINT

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. IN WITNESS WHEREBY ________ HAVE HEREUNTO SET ________________ THIS ______________ DAY OF __________________ A.D., 20___.

PROMONTORY INVESTMENTS, LLC

BY:

ITS:

PUBLIC SAFETY ANSWERING POINT

APPROVED AND ACCEPTED THIS ________________ DAY OF ____________________ A.D., __________

AUTHORIZED AGENT

DOMINION ENERGY

APPROVED AND ACCEPTED THIS ________________ DAY OF ____________________ A.D., __________

AUTHORIZED AGENT

GOVERNING BODY APPROVAL AND ACCEPTENCE

APPROVED AND ACCEPTED THIS ________________ DAY OF ____________________ A.D., 2022, ON BEHALF OF THE SUMMIT COUNTY COUNCIL PER EASTERN SUMMIT COUNTY DEVELOPMENT CODE, SECTION 11-4-5

AUTHORIZED AGENT

MOUNTAIN REGIONAL WATER SPECIAL SERVICE DIST.

APPROVED AND ACCEPTED THIS __________ DAY OF ____________ A.D., ____________ BY THE MOUNTAIN REGIONAL SPECIAL SERVICE DISTRICT WHICH HAS COMMITTED TO PROVIDING WATER SERVICE TO THE LOTS INCLUDED ON THIS PLAT.

AUTHORIZED AGENT

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ___________ DAY OF ___________ A.D., ___________

AUTHORIZED AGENT

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE

ON THE ________ DAY OF ____________ A.D., 20___, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, ______________________, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT ______________________ A UTAH LIMITED LIABILITY COMPANY, AND THAT ________ SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

MY COMMISSION EXPIRES: ______________________

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

PARK CITY FIRE SERVICE DISTRICT

APPROVED AND ACCEPTED THIS ________________ DAY OF ____________________ A.D., __________

PARK CITY FIRE MARSHAL

ROCKY MOUNTAIN POWER

APPROVED AND ACCEPTED THIS ________________ DAY OF ____________________ A.D., __________

AUTHORIZED AGENT

SUMMIT COUNTY HEALTH DEPARTMENT

APPROVED AND ACCEPTED THIS ____________ DAY OF ____________________ A.D., 2022

SUMMIT COUNTY TREASURER

PREPARED BY:

McNEIL ENGINEERING™

Economic and Sustainable Designs, Professionals You Know and Trust

8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com

Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

LIBERTY RANCH AT STAR POINT

LOCATED IN THE NORTHWEST QUARTER SECTION 23,
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDAIN
PARK CITY, UTAH

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

APPROVED AND ACCEPTED THIS ________________ DAY OF ____________________ A.D., __________

DISTRICT ADMINISTRATOR

SUMMIT COUNTY TREASURER

ALL TAXES, INTEREST, AND PENALTIES OWING TO THIS PLAND HAVE BEEN PAID AS OF THIS ____________ DAY OF ____________ A.D., ____________

SUMMIT COUNTY TREASURER

SUMMIT COUNTY PUBLIC WORKS

APPROVED AND ACCEPTED THIS ________________ DAY OF ____________________ A.D., __________

DIRECTOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ________________ DAY OF ____________________ A.D., 20___

COUNTY ATTORNEY

COUNTY ENGINEER

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

DATE: COUNTY ENGINEER

SUMMIT COUNTY RECORDER

RECORD NO.: ______________________

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF ______________________

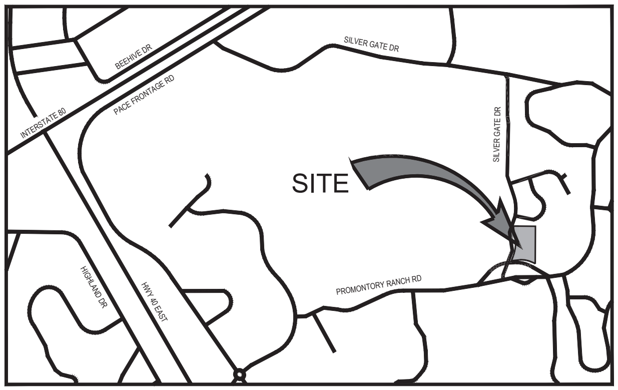
DATE: ____________ TIME: ____________ BOOK: ____________ PAGE: ____________

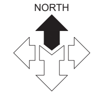
FEE $ COUNTY RECORDER

EXHIBIT C.1

LIBERTY RANCH AT STAR POINT

LOCATED IN THE NORTHWEST QUARTER SECTION 23
TOWNSHIP 1 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN





VICINITY MAP

SCALE: N.T.S.

SURVEYOR'S CERTIFICATE

I, DAVID B. DRAPER, WITH MCNEIL ENGINEERING, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO A LOT HEREAFTER TO BE KNOWN AS:

LIBERTY RANCH AT STAR POINT

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT SOUTH 89°35'56" EAST 1438.50 FEET FROM THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°35'56" EAST 324.86 FEET; THENCE SOUTH 00°16'14" WEST 551.84 FEET TO A POINT A POINT ON A NON-TANGENT 458.60 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°00'25" AND DISTANCE OF 136.12 FEET (CHORD BEARS NORTH 68°33'42" WEST 135.63 FEET) TO A POINT ON A 345.18 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°47'17" A DISTANCE OF 113.19 FEET (CHORD BEARS NORTH 86°27'33" W 112.68 FEET); THENCE SOUTH 84°08'49" WEST 111.03 FEET; THENCE NORTH 20°21'24" EAST 77.37 FEET TO A POINT ON A 550.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°47'54" A DISTANCE OF 295.64 FEET (CHORD BEARS NORTH 04°57'26" EAST 292.10); THENCE NORTH 10°26'31" WEST 110.64 FEET TO A POINT ON A 450.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°42'10" A DISTANCE OF 36.94 FEET (CHORD BEARS NORTH 08°05'25" WEST 36.92 FEET) TO THE POINT OF BEGINNING.

CONTAINS: 156,315 SQ.FT. OR 3.588 ACRES (1 LOT)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT PROMONTORY INVESTMENTS, LLC, A UTAH LIMITED LIABILITY COMPANY, ("OWNER") IS THE OWNER OF THE HEREIN DESCRIBED TRACT OF LAND THAT IS SHOWN UPON THIS PLAT, AND HEREBY CAUSES THE SAME TO BE DIVIDED INTO LOTS, COMMON AREAS, EASEMENTS AND PUBLIC AND AND OR PRIVATE ROADS AS ILLUSTRATED TO HEREAFTER BY KNOWN AS:

LIBERTY RANCH AT STAR POINT

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. IN WITNESS WHEREBY ________ HAVE HEREUNTO SET ______________________ THIS ________________ DAY OF ___________________ A.D., 20____.

PROMONTORY INVESTMENTS, LLC

____

BY:

ITS:

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SUMMIT } S.S.

ON THE _________ DAY OF ______________ A.D., 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF SUMMIT IN SAID STATE OF UTAH, ________________________________, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT ________________________________, A UTAH CORPORATION, AND THAT ________ SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: ________________________

____
NOTARY PUBLIC
RESIDING IN SUMMIT COUNTY

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

OWNER

PROMONTORY INVESTMENTS, LLC
8758 PROMONTORY RANCH ROAD
PARK CITY, UTAH 84098

SITE ENGINEER

MCNEIL ENGINEERING INC.
8610 SOUTH SANDY PARKWAY, SUITE 200
SANDY, UTAH 84070

SHEET 1 OF 2

PUBLIC SAFETY ANSWERING POINT

APPROVED AND ACCEPTED THIS ________________ DAY OF ________________ A.D., __________

AUTHORIZED AGENT

DOMINION ENERGY

APPROVED AND ACCEPTED THIS ________________ DAY OF ________________ A.D., __________

AUTHORIZED AGENT

MOUNTAIN REGIONAL WATER SPECIAL SERVICE DIST.

APPROVED AND ACCEPTED THIS __________ DAY OF ____________ A.D., _________ BY THE MOUNTAIN REGIONAL SPECIAL SERVICE DISTRICT WHICH HAS COMMITTED TO PROVIDING WATER SERVICE TO THE LOTS INCLUDED ON THIS PLAT.

AUTHORIZED AGENT

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ___________ DAY OF ___________ A.D., ___________

AUTHORIZED AGENT

PARK CITY FIRE SERVICE DISTRICT

THIS PLAT HAS BEEN REVIEWED AND APPROVED BY THE PARK CITY FIRE SERVICE DEPARTMENT.

DATE: PARK CITY FIRE MARSHAL

ROCKY MOUNTAIN POWER

APPROVED AND ACCEPTED THIS ________________ DAY OF ________________ A.D., __________

AUTHORIZED AGENT

SUMMIT COUNTY PUBLIC WORKS

APPROVED AND ACCEPTED THIS ________________ DAY OF ________________ A.D., __________

SUMMIT COUNTY PUBLIC WORKS DIRECTOR

SUMMIT COUNTY HEALTH DEPARTMENT

APPROVED AND ACCEPTED THIS ________________ DAY OF ________________ A.D., __________

SUMMIT COUNTY HEALTH DEPARTMENT DIRECTOR

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LIBERTY RANCH AT STAR POINT

LOCATED IN THE NORTHWEST QUARTER SECTION 23
TOWNSHIP 1 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
PARK CITY, UTAH

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

THIS PLAT HAS BEEN REVIEWED BY OUR OFFICE AND IS HEREBY APPROVED AND ACCEPTED.

DISTRICT AUTHORIZED REPRESENTATIVE

SUMMIT COUNTY TREASURER

REVIEWED AND ACCEPTED BY THE OFFICE OF THE SUMMIT COUNTRY TREASURER THIS ____________ DAY OF ______________ A.D., ______________

SUMMIT COUNTY TREASURER

GOVERNING BODY APPROVAL & ACCEPTANCE

APPROVED THIS ________________ DAY OF ________________ A.D., ___________ ON BEHALF OF THE SUMMIT COUNTY COUNCIL, PER EASTERN SUMMIT COUNTRY DEVELOPMENT CODE, SECTION 11-4-5.

SUMMIT COUNTY MANAGER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ______________ DAY OF __________________ A.D., 20____

SUMMIT COUNTY ATTORNEY

COUNTY ENGINEER

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT REVIEWED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH AVAILABLE INFORMATION ON FILE IN THIS OFFICE.

DATE: SUMMIT COUNTY ENGINEER

SUMMIT COUNTY RECORDER

RECORD NO. ______________________

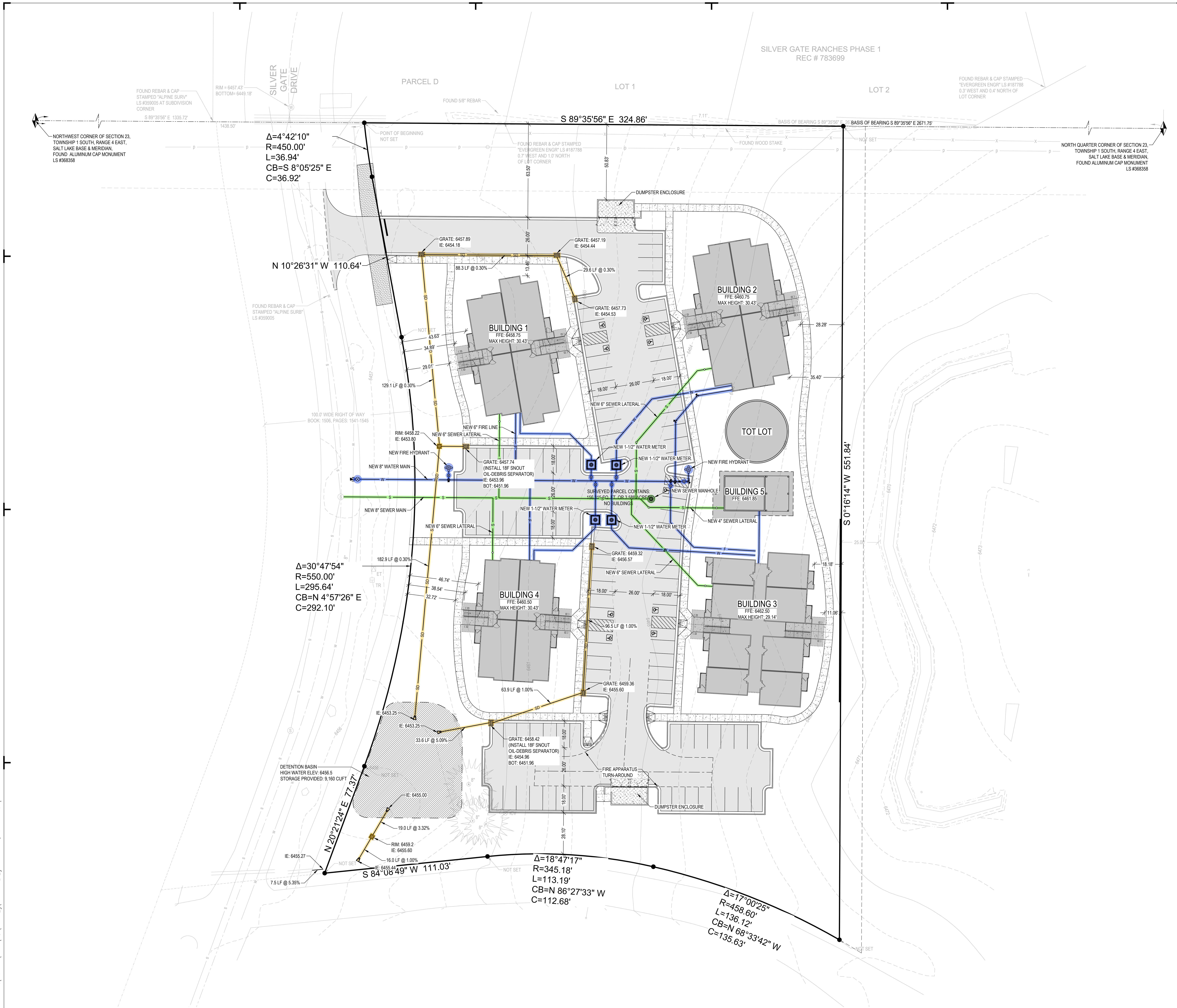
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF ______________________

DATE: ____________ TIME: ____________ BOOK: ____________ PAGE: ____________

FEE $ SUMMIT COUNTY RECORDER

S:\2021Files\21697\Civil\Prod Dwg\21697 CPT.dwg Jul 06, 2022 - 10:30am

EXHIBIT C.2



NORTH

SCALE: 1" = 30'

0 15' 30' 60' 90'

BUILDING SUMMARY

BUILDING ID	UNIT TYPE	UNIT COUNT
BUILDING 1	3 BED / 2 BATH	4 UNITS
BUILDING 2	3 BED / 2 BATH	4 UNITS
BUILDING 3	1 BED / STUDIO	8 UNITS
BUILDING 4	2 BED / 2 BATH	4 UNITS

DESCRIPTION	AREA	%
HARDSCAPE	50,210 SQFT	32%
LANDSCAPE	82,071 SQFT	53%
BUILDINGS	24,034 SQFT	15%
TOTAL	156,315 SQFT	100%

NOTICE!

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Blue Stakes of UTAH 811
Bluestakes.org

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LIBERTY RANCH AT STAR POINT

SILVER GATE DR. N. PROMONTORY RANCH RD.

PARK CITY, UTAH

LOCATED IN THE NORTHWEST QUARTER SECTION 23, T1S, R4E, SLB&M

REVISIONS

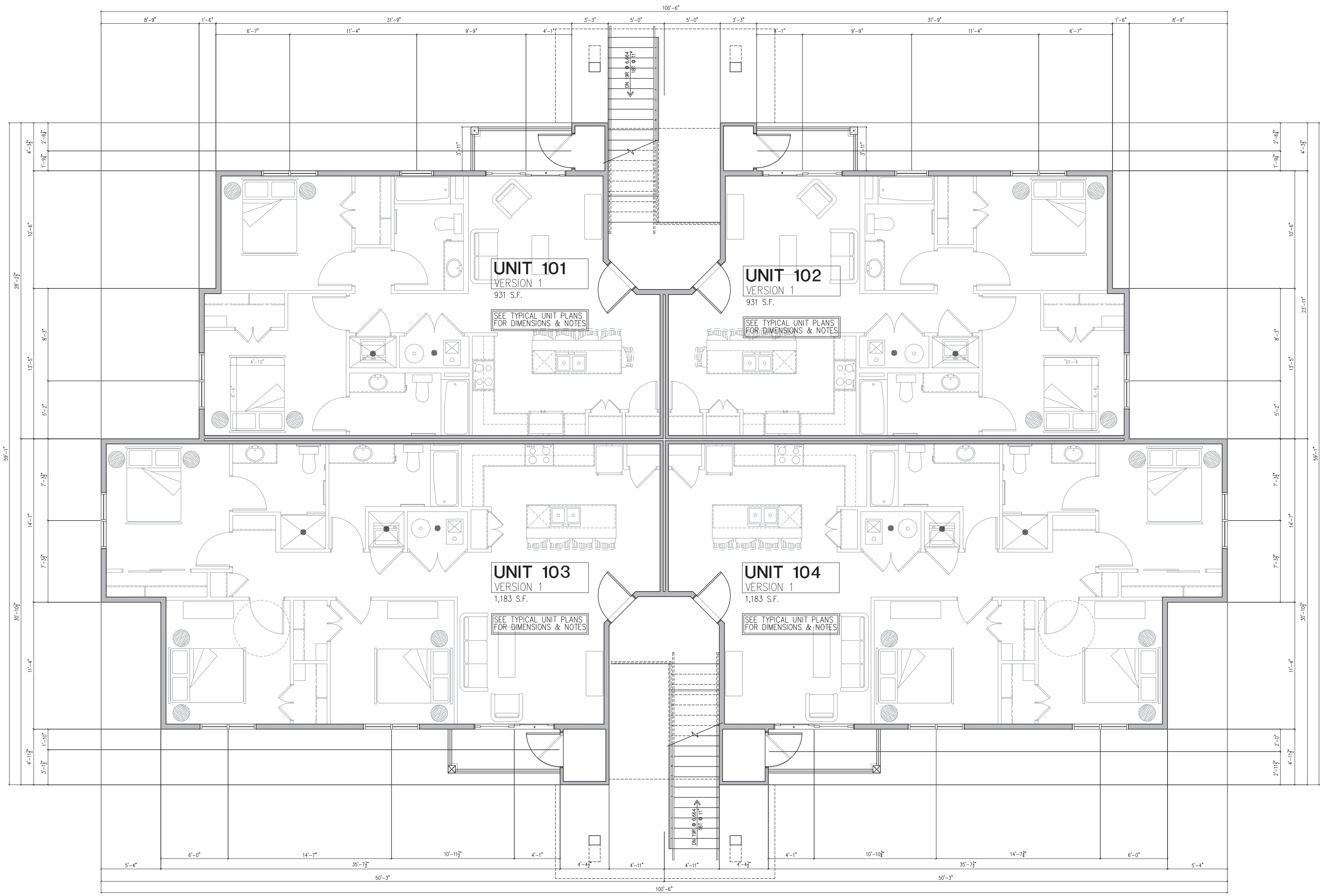
REV	DATE	DESCRIPTION

PROJECT NO: 21697
DRAWN BY: JHF
CHECKED BY: TJD
DATE: JUN. 01, 2023

SITE PLAN

SP-1

EXHIBIT C.3



BUILDING 1 - 8 PLEX

LOWER LEVEL:	4,230 SQ FT
UNIT (TOP LEFT):	931 SQ FT
UNIT (TOP RIGHT):	931 SQ FT
UNIT (BOTTOM LEFT):	1,183 SQ FT
UNIT (BOTTOM RIGHT):	1,183 SQ FT
TOTAL DECK:	220 SQ FT
FIRE RISER:	T.B.D.

NOTE:
SQ FT CALCULATIONS ARE FROM CENTER OF THE DEMISING WALL TO THE EXTERIOR FACE OF STUD.

SCALE: 1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS

DRAWN BY

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A NEW MULTI-FAMILY COMPLEX FOR
PROMONTORY EMPLOYEE HOUSING

LEVEL 1 FLOOR PLAN

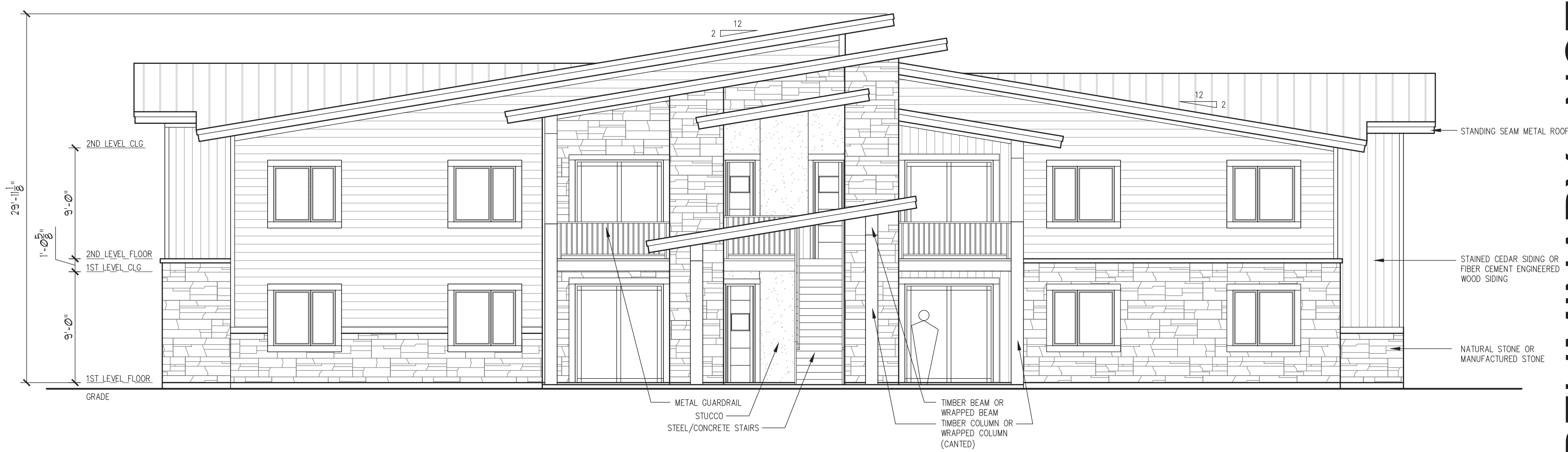
MAR. 2022
CITY, STATE

A1.1

PLOT DATE: 5/17/2022

EXHIBIT C.4

LEFT SIDE ELEVATION
SCALE: 1/4"=1'-0"



FRONT ELEVATION
SCALE: 1/4"=1'-0"

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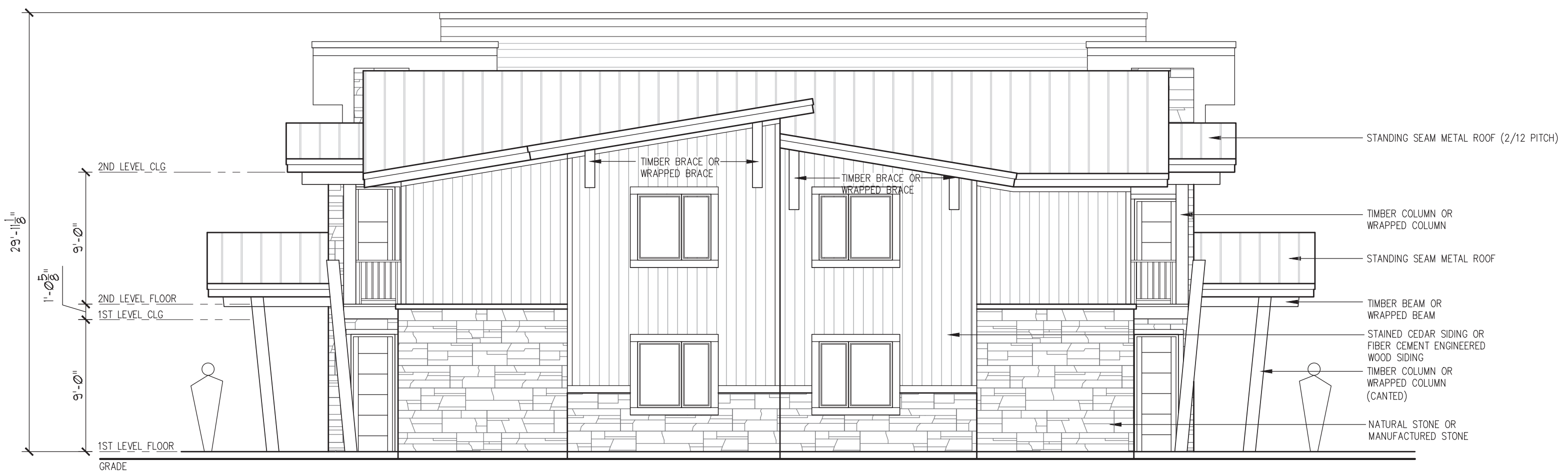
A NEW MULTI-FAMILY COMPLEX FOR
PROMONTORY EMPLOYEE HOUSING BLDG 1

MAR. 2022
CITY, STATE

A2.0

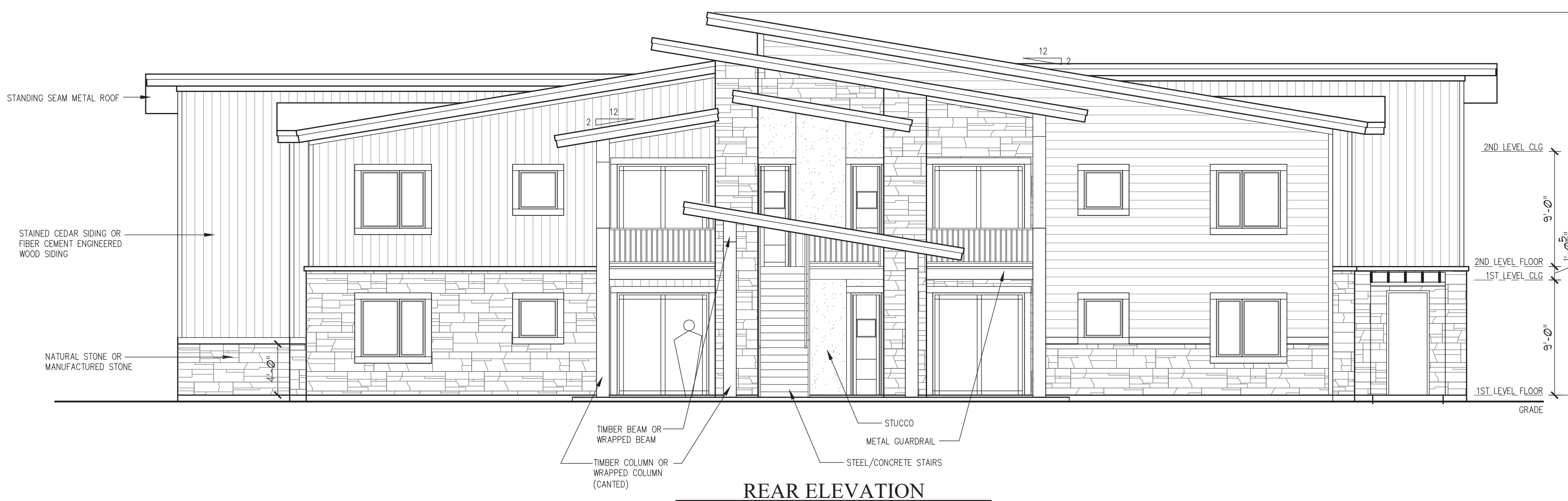
PLOT DATE 7/1/2022 Q:\ACADFile\Promontory Employee Housing\BUILDING 1-8 PLEX - 2BD3BD\PROMONTORY-BLDG 1_A2.1-ELEV-2BR-3BR-8PLEX.dwg

EXHIBIT C.5



RIGHT SIDE ELEVATION

SCALE: 1/4"=1'-0"



REAR ELEVATION

SCALE: 1/4"=1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

THESE DRAWINGS OR ANY PARTS THEREOF, AS INSTRUMENTS OF SERVICE, REMAIN THE PROPERTY OF THE ARCHITECTS AND MAY NOT BE REPRODUCED OR USED ON OTHER WORK WITHOUT THEIR WRITTEN CONSENT

PLOT DATE: 7/1/2022

REVISIONS

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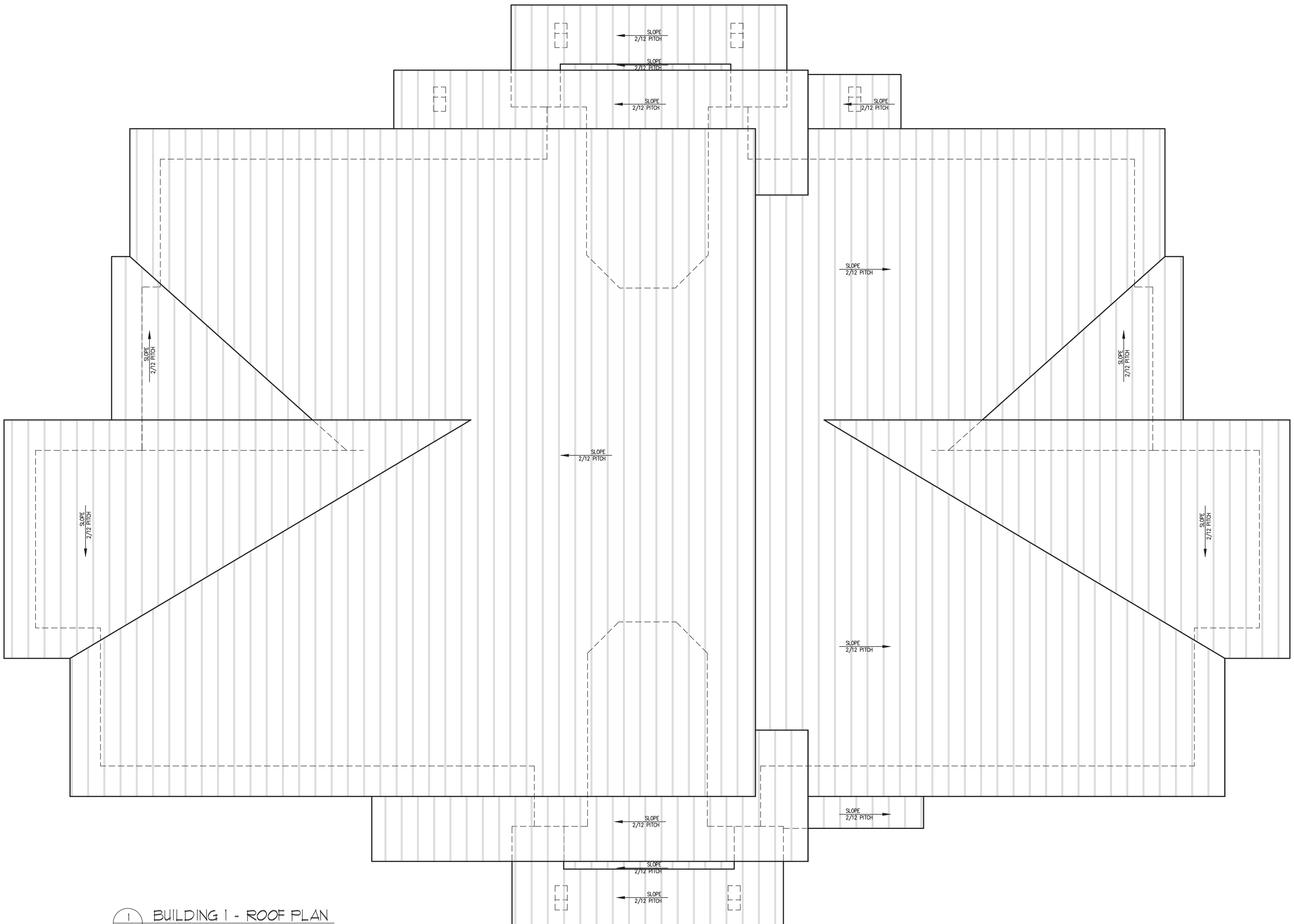
A NEW MULTI-FAMILY COMPLEX FOR

PROMONTORY EMPLOYEE HOUSING BLDG 1

MAR. 2022
CITY, STATE

A2.1

EXHIBIT C.6



BUILDING 1 - ROOF PLAN
SCALE: 1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS

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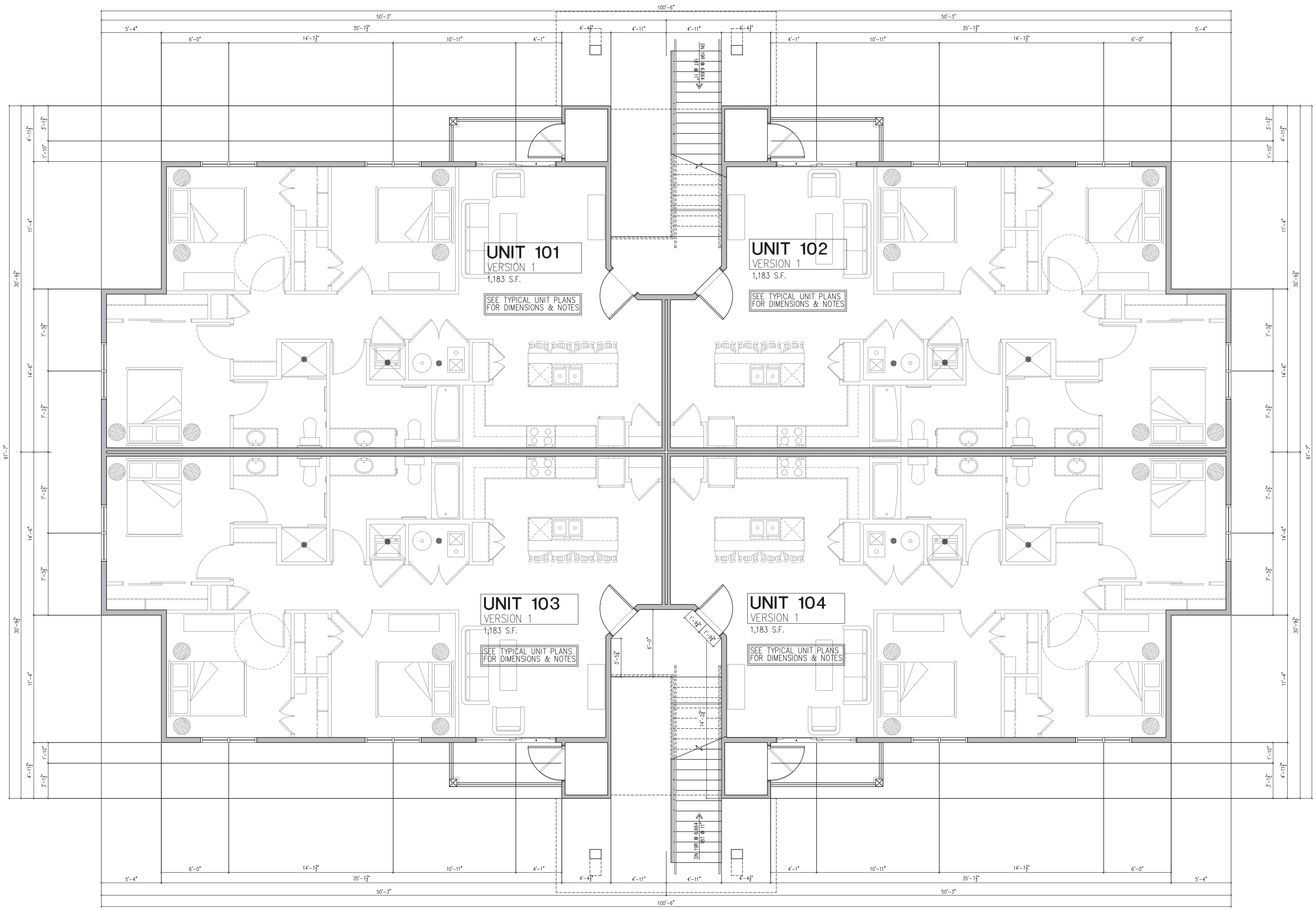
A NEW MULTI-FAMILY COMPLEX FOR
PROMONTORY EMPLOYEE HOUSING
ROOF PLAN

MAR. 2022
CITY, STATE

A5.1

PLOT DATE: 5/17/2022 Q:\ACADFile\Promontory Employee Housing\PROMONTORY_A5-1-ROOF-3br-2br.dwg

EXHIBIT C.7



BUILDING 2 - 8 PLEX

LOWER LEVEL:	4,975 SQ FT
UNIT (TOP LEFT):	1,183 SQ FT
UNIT (TOP RIGHT):	1,183 SQ FT
UNIT (BOTTOM LEFT):	1,183 SQ FT
UNIT (BOTTOM RIGHT):	1,183 SQ FT
TOTAL DECK:	244 SQ FT
FIRE RISER:	T.B.D.

NOTE:
SQ FT CALCULATIONS ARE FROM CENTER OF THE DEMISING WALL TO THE EXTERIOR FACE OF STUD.

PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS

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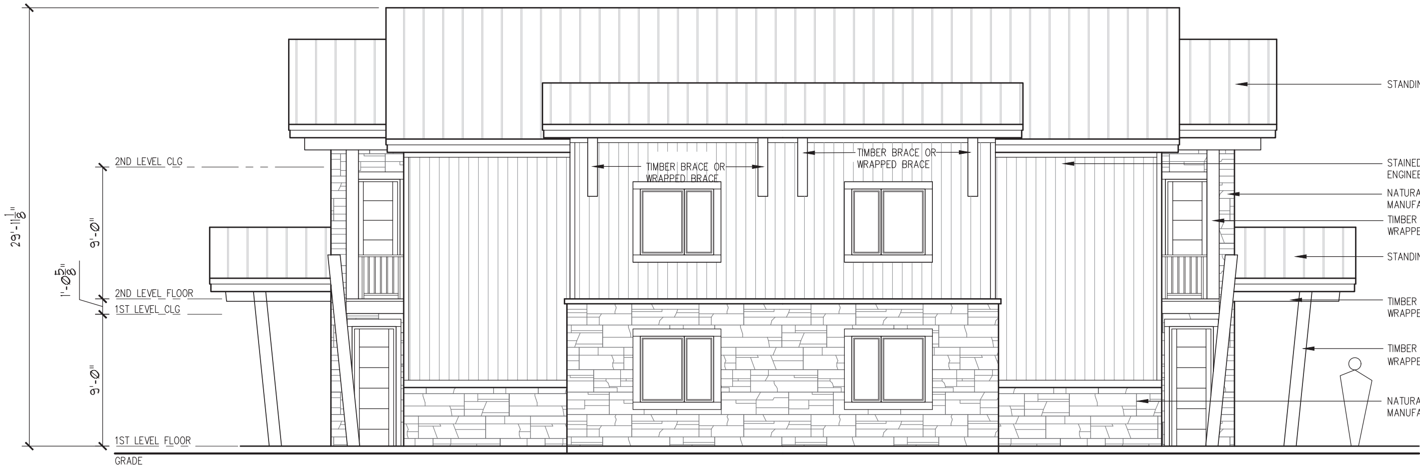
A NEW MULTI-FAMILY COMPLEX FOR
PROMONTORY EMPLOYEE HOUSING
LEVEL 1 FLOOR PLAN

MAR. 2022
CITY, STATE

A1.1

PLOT DATE: 5/17/2022 Q:\ACADFile\Promontory Employee Housing\PROMONTORY_A1-1-LVL1-3BED4PLEX.dwg

EXHIBIT C.8



LEFT SIDE ELEVATION
SCALE: 1/4"=1'-0"

FRONT ELEVATION
SCALE: 1/4"=1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS

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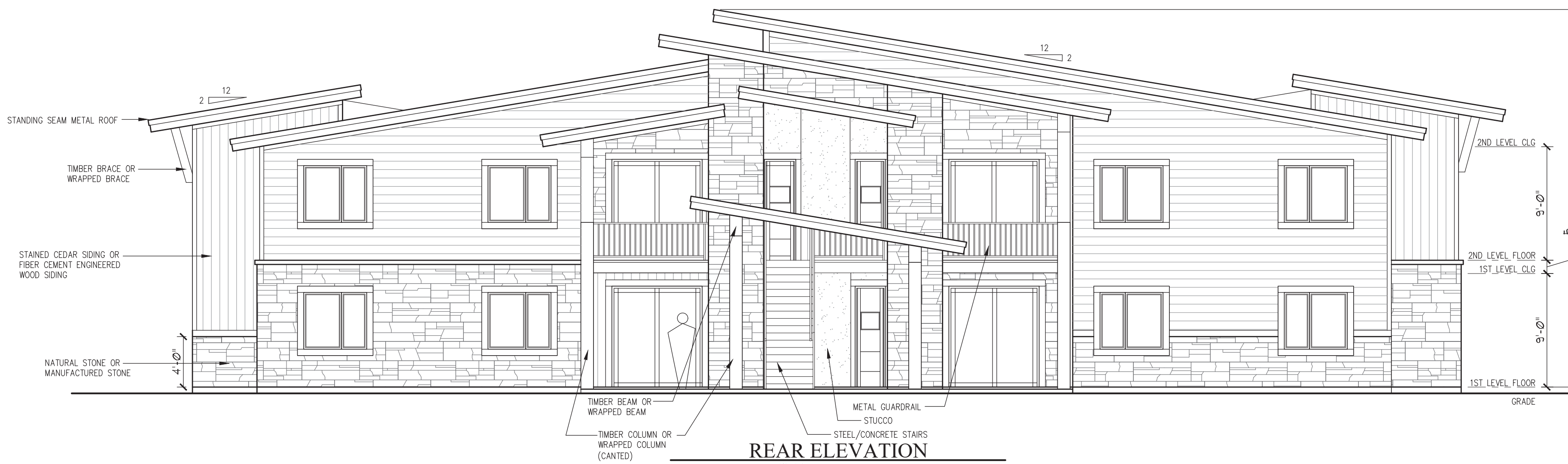
A NEW MULTI-FAMILY COMPLEX FOR
PROMONTORY EMPLOYEE HOUSING-BLD 2

MAR. 2022
CITY, STATE

A2.0

EXHIBIT C.9

RIGHT SIDE ELEVATION



REAR ELEVATION

SCALE: 1/4"=1'-0"

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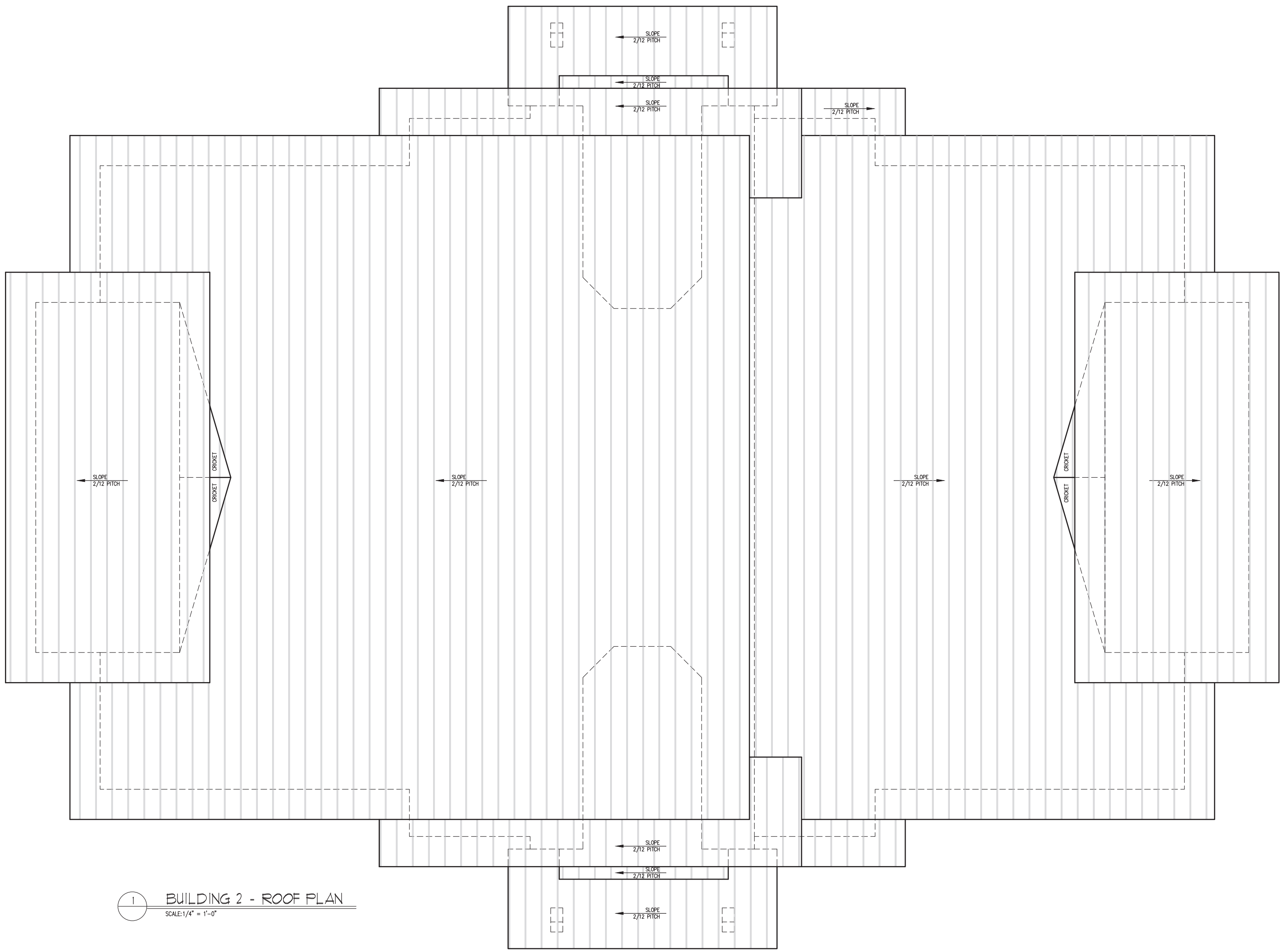
A NEW MULTI-FAMILY COMPLEX FOR

PROMONTORY EMPLOYEE HOUSING-BLD 2

MAR. 2022
CITY, STATE

A2.1

EXHIBIT C.10



BUILDING 2 - ROOF PLAN
SCALE: 1/4" = 1'-0"

PLOT DATE: 5/17/2022 Q:\ACADFile\Promontory Employee Housing\PROMONTORY_A5-1-ROOF.dwg

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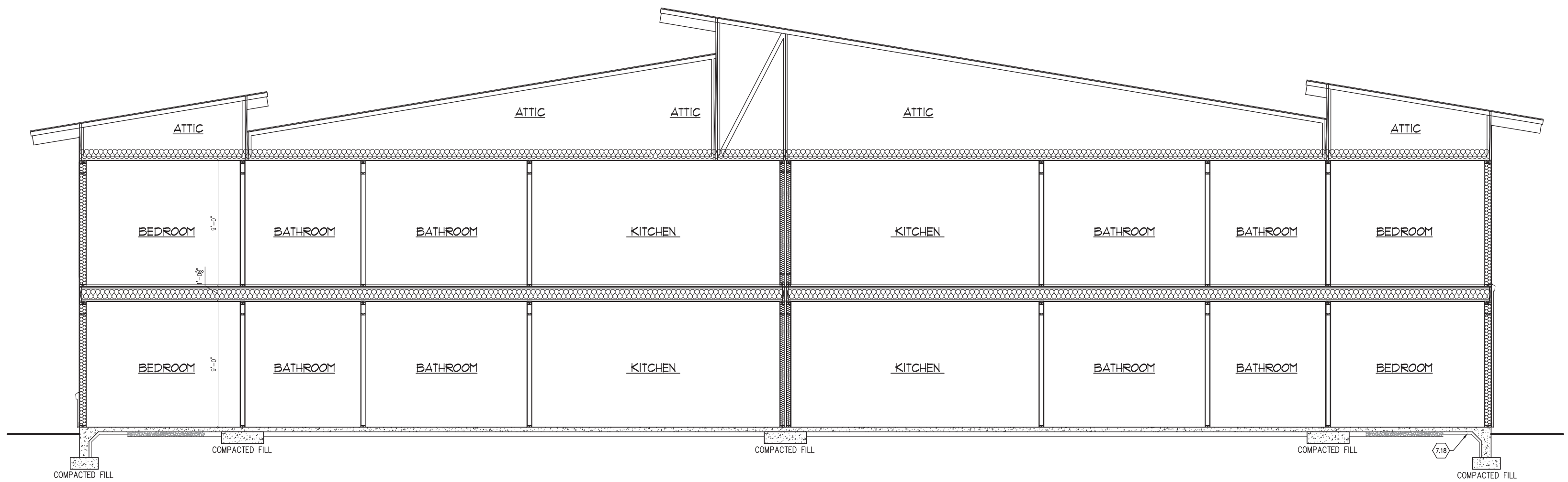
PROMONTORY EMPLOYEE HOUSING
ROOF PLAN

MAR. 2022
CITY, STATE

A5.1

EXHIBIT C.11



1 BLDG 2 SECTION - A
SCALE 1/4" = 1'-0"

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A NEW MULTI-FAMILY COMPLEX FOR
PROMONTORY EMPLOYEE HOUSING
SECTIONS

MAR. 2022
CITY, STATE

A3.1

PLOT DATE 3/30/2022 Q:\ACADFile\Promontory Employee Housing\PROMONTORY_A3-1-CS.dwg

EXHIBIT C.12

BUILDING 3 - 16 PLEX

LOWER LEVEL:	6,422 SQ FT
UNIT (TOP LEFT):	510 SQ FT
UNIT (TOP MIDDLE LEFT):	655 SQ FT
UNIT (TOP MIDDLE RIGHT):	655 SQ FT
UNIT (TOP RIGHT):	510 SQ FT
UNIT (BOTTOM LEFT):	657 SQ FT
UNIT (BOTTOM MIDDLE LEFT):	657 SQ FT
UNIT (BOTTOM MIDDLE RIGHT):	657 SQ FT
UNIT (BOTTOM RIGHT):	657 SQ FT
TOTAL DECK:	419 SQ FT
FIRE RISER:	T.B.D.

NOTE:
SQ FT CALCULATIONS ARE FROM CENTER OF THE DEMISING WALL TO THE EXTERIOR FACE OF STUD.

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A NEW MULTI-FAMILY COMPLEX FOR
PROMONTORY EMPLOYEE HOUSING
LEVEL 1 FLOOR PLAN

MAR. 2022
CITY, STATE

A1.1

PLOT DATE: 5/17/2022 Q:\ACADFile\Promontory Employee Housing\PROMONTORY_A1-1-LVL1-8PLEX.dwg

EXHIBIT C.13

REVISIONS
DRAWN BY
VERTICAL
32' ABOVE EXISTING GRADE
STANDING SEAM METAL ROOF (2/12 PITCH)
STAINED CEDAR SIDING OR FIBER CEMENT ENGINEERED WOOD SIDING
NATURAL STONE OR MANUFACTURED STONE
TIMBER COLUMN OR WRAPPED COLUMN
STANDING SEAM METAL ROOF
TIMBER BEAM OR WRAPPED BEAM
TIMBER COLUMN OR WRAPPED COLUMN (CANTED)
NATURAL STONE OR MANUFACTURED STONE
EXISTING/NATURAL GRADE LINE
STONE SCREEN TO HIDE CONDENSING UNITS & METERS
2ND LEVEL CLG
2ND LEVEL FLOOR
1ST LEVEL CLG
1ST LEVEL FLOOR
GRADE
9'-0"
1'-5 5/8"
28'-1 5/8"
LEFT SIDE ELEVATION
SCALE: 1/4"=1'-0"
CRICKET
CORRIDOR
STANDING SEAM METAL ROOF
STAINED CEDAR SIDING OR FIBER CEMENT ENGINEERED WOOD SIDING
NATURAL STONE OR MANUFACTURED STONE
METAL GUARDRAIL
STEEL/CONCRETE STAIRS
TIMBER BEAM OR WRAPPED BEAM
TIMBER COLUMN OR WRAPPED COLUMN (CANTED)
FRONT ELEVATION
SCALE: 1/4"=1'-0"
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A NEW MULTI-FAMILY COMPLEX FOR
PROMONTORY EMPLOYEE HOUSING BLDG 3
MAR. 2022
CITY, STATE
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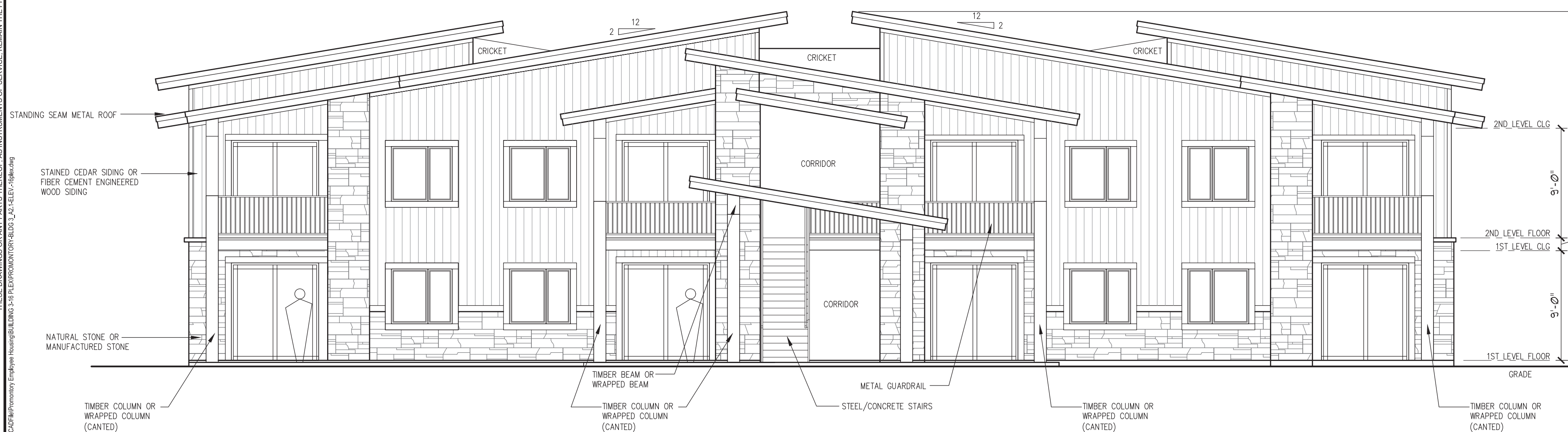
PLOT DATE: 7/1/2022

EXHIBIT C.14

RIGHT SIDE ELEVATION
SCALE: 1/4"=1'-0"



REAR ELEVATION
SCALE: 1/4"=1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

PLOT DATE 7/1/2022

REVISIONS

DRAWN BY

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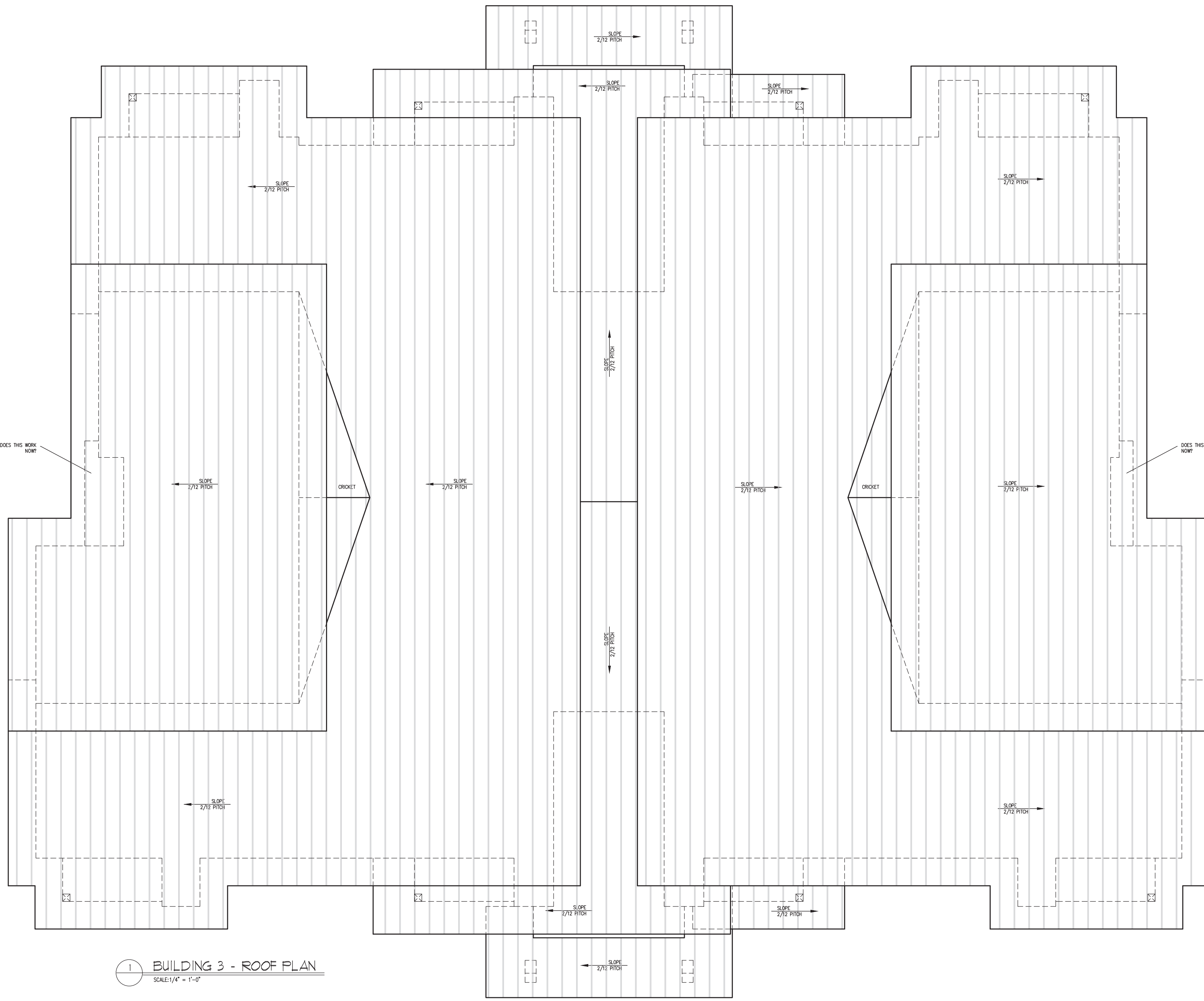
A NEW MULTI-FAMILY COMPLEX FOR
PROMONTORY EMPLOYEE HOUSING BLDG 3

MAR. 2022
CITY, STATE

EXHIBIT C.15



PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS

DRAWN BY

HARRIS ARCHITECTURE
920 EAST 800 NORTH, SUITE #201, OREM UT 84097 | 801-377-6303 | WWW.HARRIS-ARCHITECTURE.COM

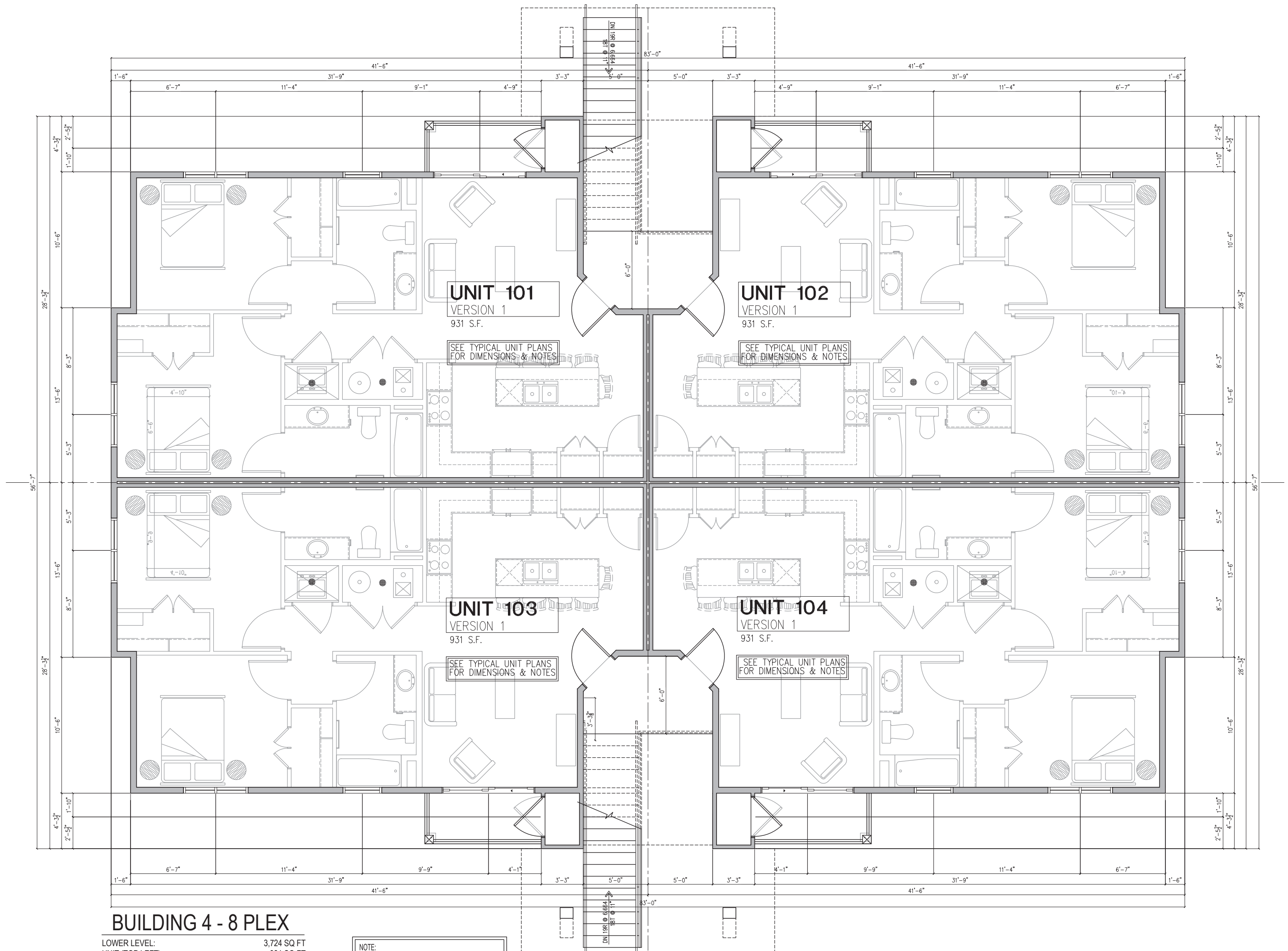
A NEW MULTI-FAMILY COMPLEX FOR
PROMONTORY EMPLOYEE HOUSING
ROOF PLAN

MAR. 2022
CITY, STATE

A5.1

PLOT DATE: 5/17/2022 Q:\ACADFile\Promontory Employee Housing\PROMONTORY_A5-1-ROOF-1hr-Studio.dwg

EXHIBIT C.16



BUILDING 4 - 8 PLEX

LOWER LEVEL:	3,724 SQ FT
UNIT (TOP LEFT):	931 SQ FT
UNIT (TOP RIGHT):	931 SQ FT
UNIT (BOTTOM LEFT):	931 SQ FT
UNIT (BOTTOM RIGHT):	931 SQ FT
TOTAL DECK:	197 SQ FT
FIRE RISER:	T.B.D.

NOTE:
SQ FT CALCULATIONS ARE FROM CENTER OF THE DEMISING WALL TO THE EXTERIOR FACE OF STUD.

SCALE: 1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS

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A NEW MULTI-FAMILY COMPLEX FOR
PROMONTORY EMPLOYEE HOUSING
LEVEL 1 FLOOR PLAN

MAR. 2022
CITY, STATE

A1.1

PLOT DATE: 5/17/2022 Q:\ACADFile\Promontory Employee Housing\PROMONTORY_A1-1-LVL1-28EMPLEX.dwg

EXHIBIT C.17

LEFT SIDE ELEVATION

SCALE: 1/4"=1'-0"

FRONT ELEVATION

SCALE: 1/4"=1'-0"

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A NEW MULTI-FAMILY COMPLEX FOR

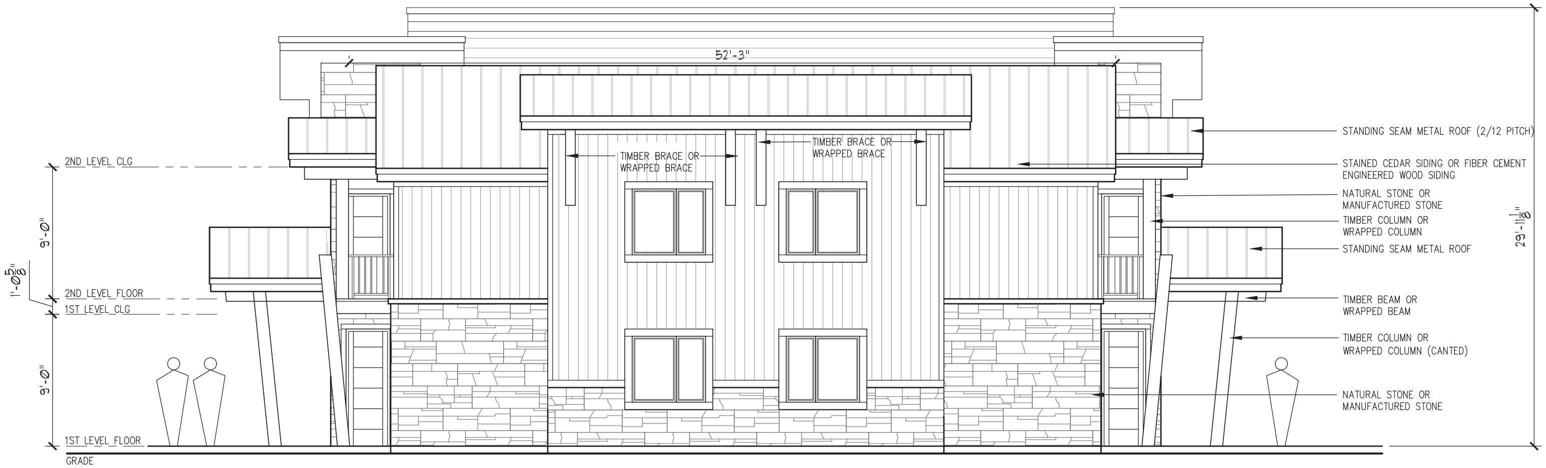
PROMONTORY EMPLOYEE HOUSING BLDG 4

MAR. 2022
CITY, STATE

PLOT DATE: 7/1/2022 Q:\ACADFile\Promontory Employee Housing\BUILDING 4 -8 PLEX - 2BD\PROMONTORY-BLDG 4_A2.1-ELEV.-8plex.dwg

EXHIBIT C.18

VERTICAL



RIGHT SIDE ELEVATION
SCALE: 1/4"=1'-0"

REAR ELEVATION
SCALE: 1/4"=1'-0"

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REVISIONS

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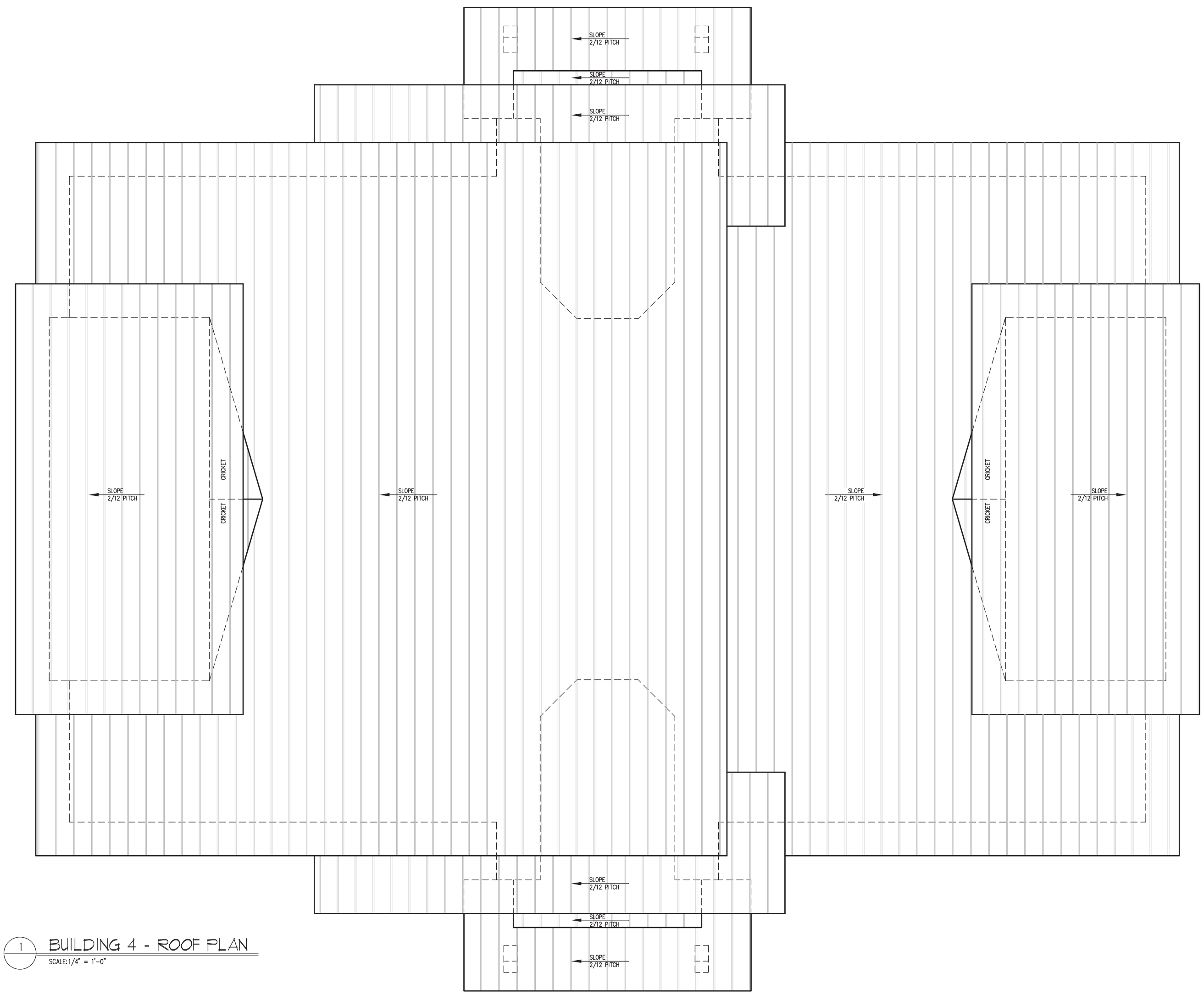
A NEW MULTI-FAMILY COMPLEX FOR
PROMONTORY EMPLOYEE HOUSING BLDG 4

MAR. 2022
CITY, STATE

PLOT DATE: 7/1/2022

EXHIBIT C.19



BUILDING 4 - ROOF PLAN
SCALE: 1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS

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A NEW MULTI-FAMILY COMPLEX FOR
PROMONTORY EMPLOYEE HOUSING
ROOF PLAN

MAR. 2022
CITY, STATE

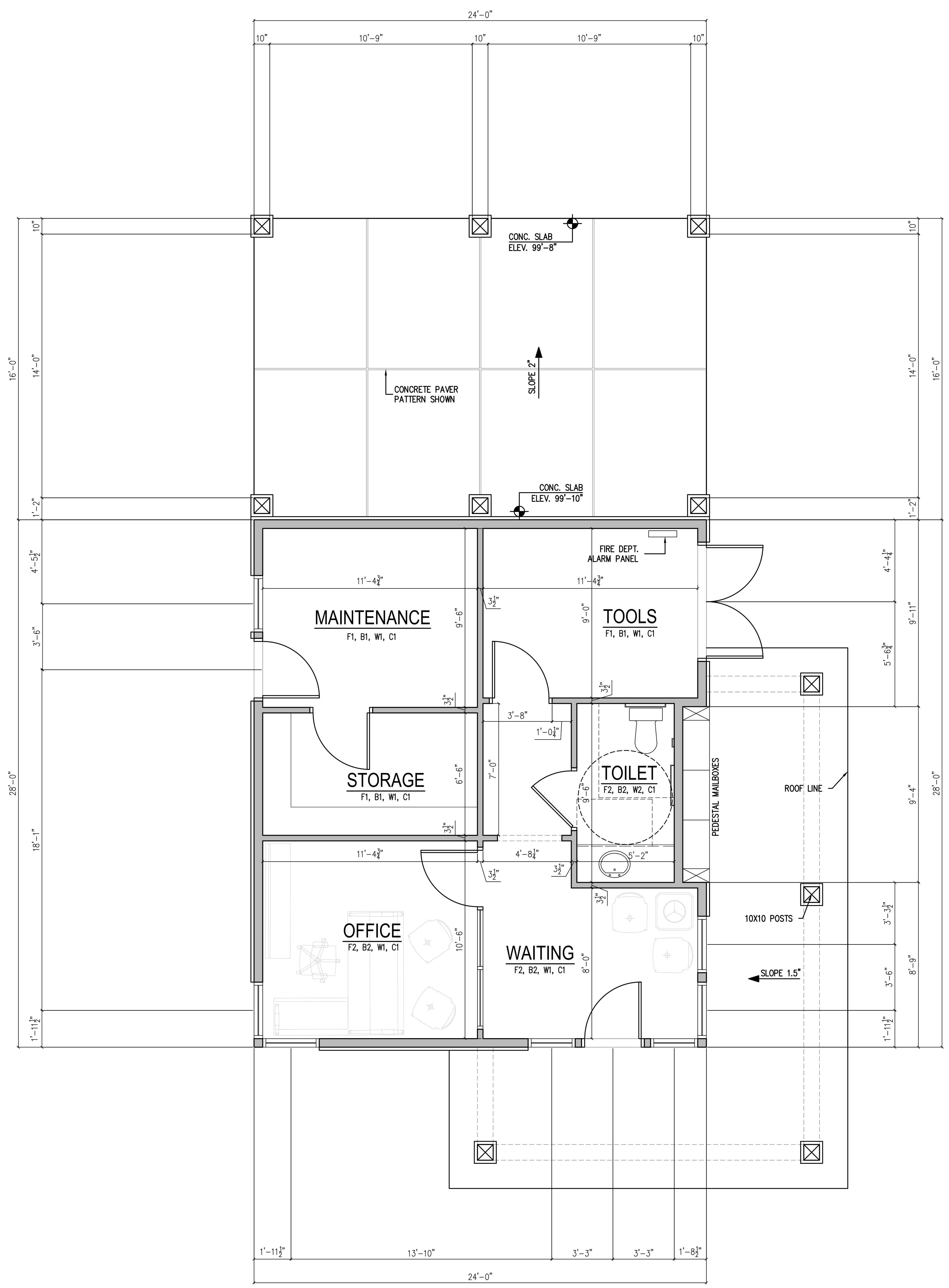
A5.1

FINISH SCHEDULE

F1	SEALED CONCRETE
F2	PORCELAIN TILE
B1	4" RUBBER BASE
B2	6" PORCELAIN TILE
W1	GYPSUM BOARD w/ KNOCKDOWN TEXTURE – PAINTED
W2	48" PORCELAIN TILE WAINSCOT
C1	GYPSUM BOARD @ CLG w/ KNOCKDOWN TEXTURE – PAINTED

REVISIONS

DRAWN BY



LEVEL 1 FLOOR PLAN

SCALE: 1/4" = 1'-0"

LEVEL 1:	672 SF
TERRACE:	384 SF
TOTAL:	1056 SF

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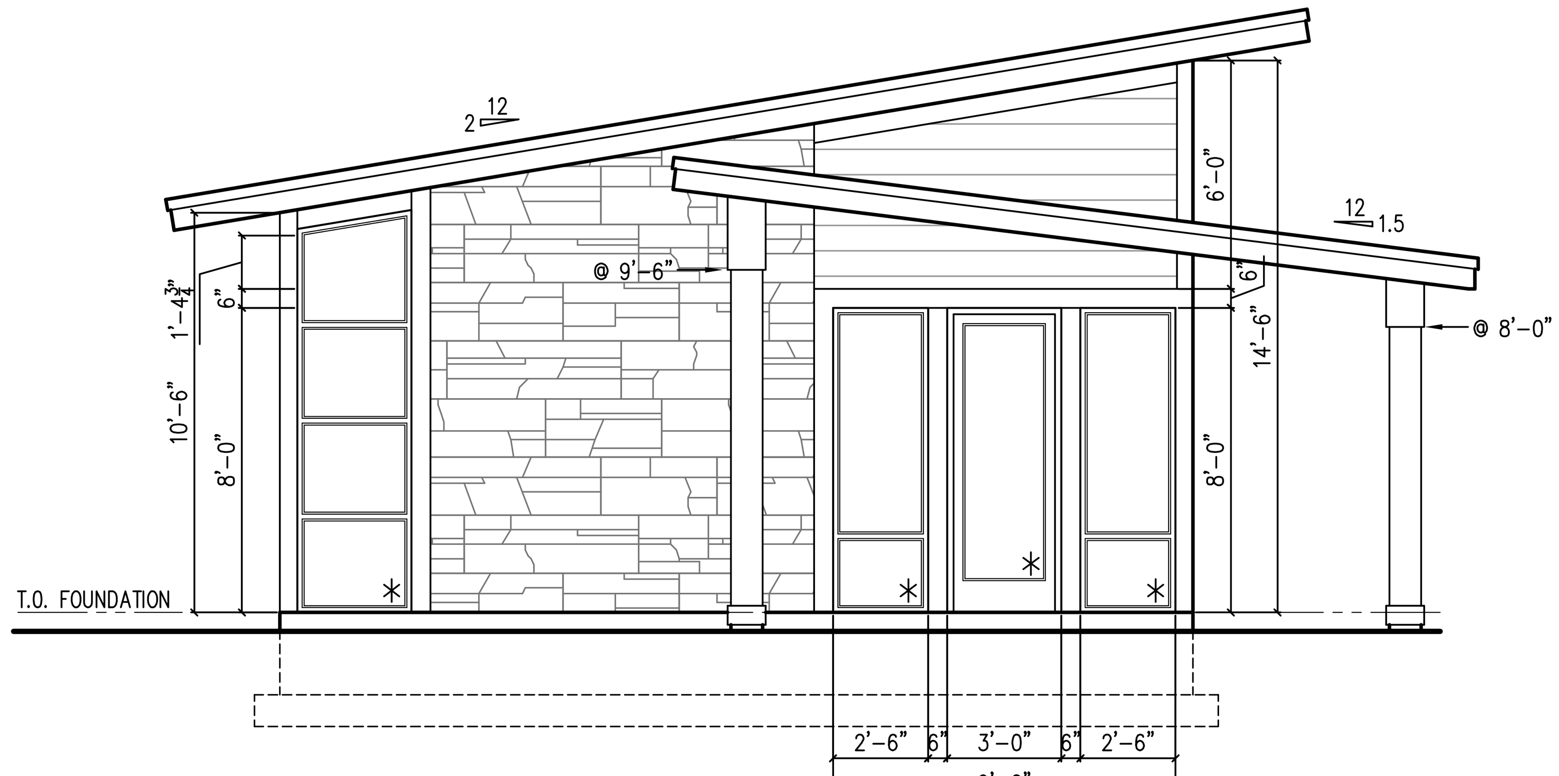
A NEW COMMON AREA PAVILION FOR
PROMONTORY EMPLOYEE HOUSING

LEVEL 1 FLOOR PLAN

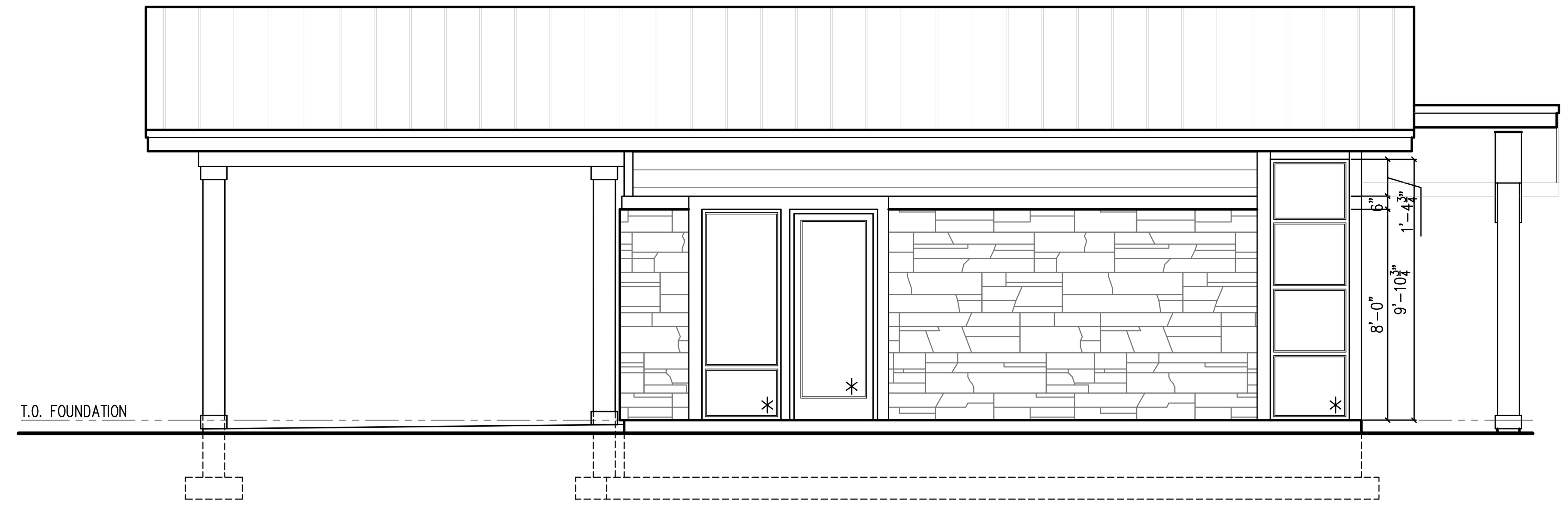
JUNE 2022
PROMONTORY, UTAH

A1.1

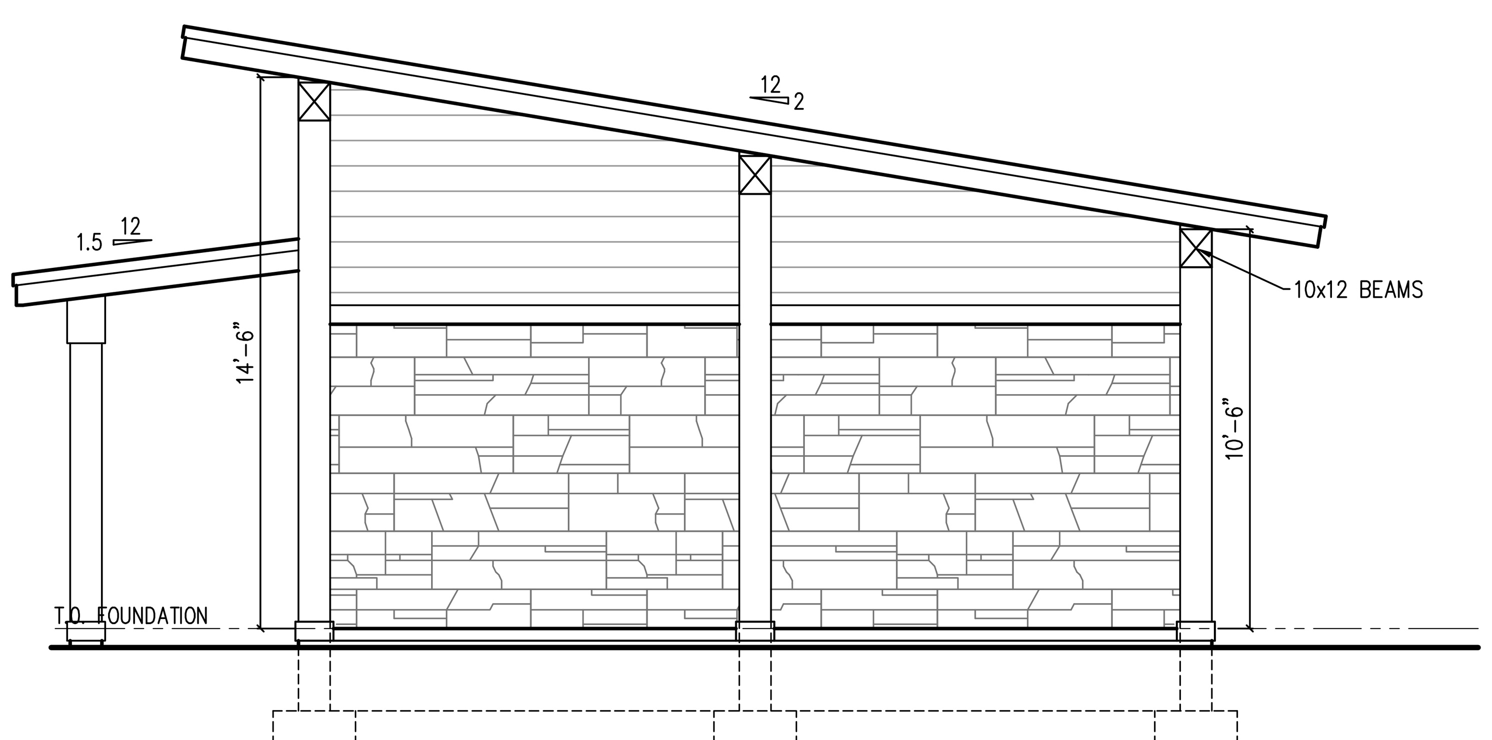
PLOT DATE: 8/17/2022 Q:\ACADFile\Promontory Employee Housing\PAVILION\PAVILION_A1-1-LVL1.dwg



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



LEFT ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"

RIGHT ELEVATION
SCALE: 1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

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A NEW COMMON AREA PAVILION FOR
PROMONTORY EMPLOYEE HOUSING

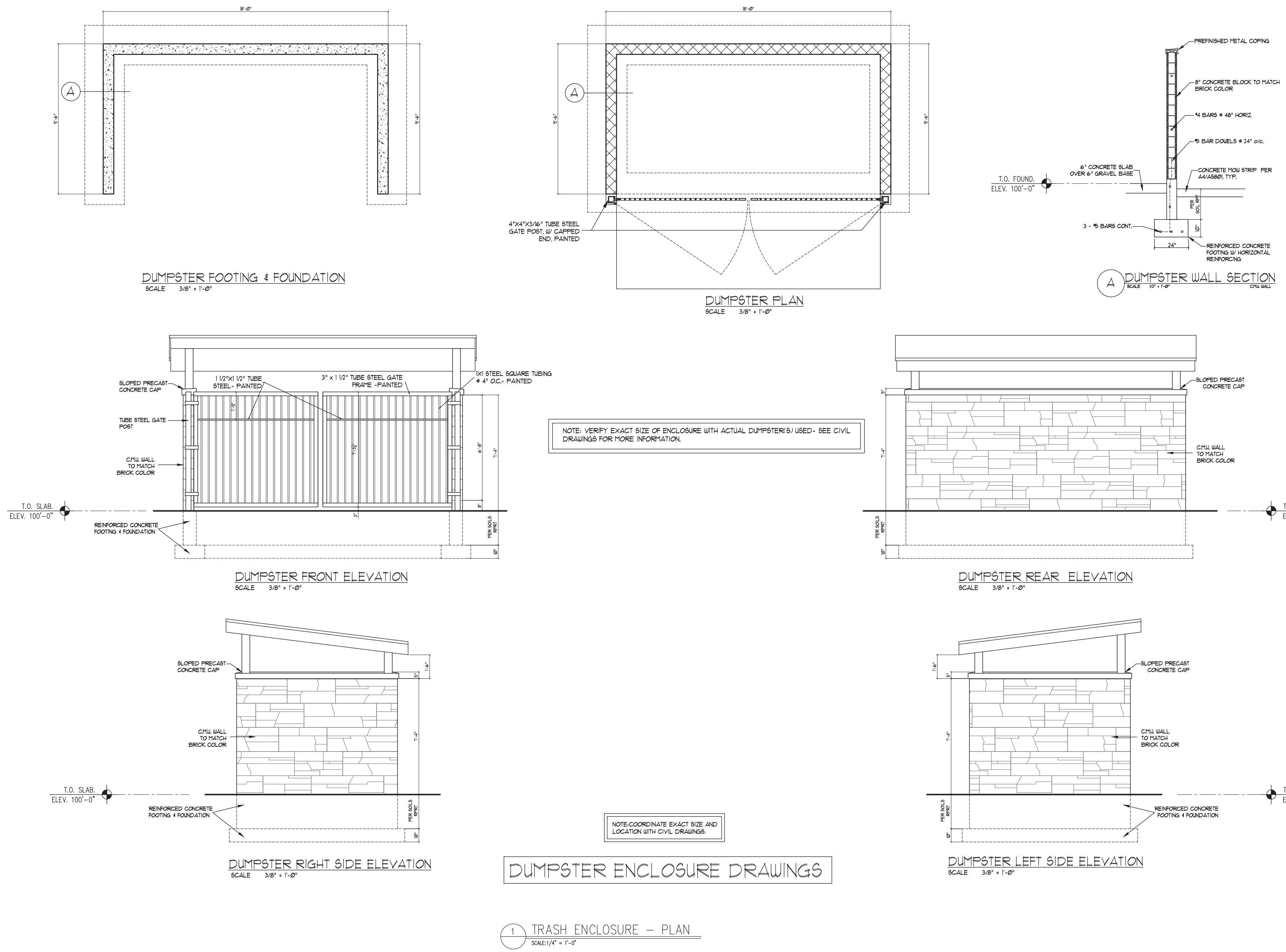
EXTERIOR ELEVATIONS

JUNE 2022
PROMONTORY, UTAH

A2.0

PLOT DATE: 8/17/2022 Q:\ACADFile\Promontory Employee Housing\PAVILION\PAVILION_A2-0-ELEV.dwg

EXHIBIT C.22



THESE DRAWINGS OR ANY PARTS THEREOF, AS INSTRUMENTS OF SERVICE, REMAIN THE PROPERTY OF THE ARCHITECTS AND MAY NOT BE REPRODUCED OR USED ON OTHER WORK WITHOUT THEIR WRITTEN CONSENT

PLOT DATE: 5/17/2022 Q:\ACADFile\Promontory Employee Housing\PROMONTORY_A8-0-TRASH.dwg

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A NEW MULTI-FAMILY COMPLEX FOR
PROMONTORY EMPLOYEE HOUSING
UNIT REFLECTED CEILING PLAN

MAR. 2022
CITY, STATE

A7.3

EXHIBIT C.23

LANDSCAPE NOTES — A

1. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COSTS INCURRED DUE TO DAMAGE OF SAID UTILITIES.
2. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNERS REPRESENTATIVE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH THE LANDSCAPE CONSTRUCTION FOR THIS PROJECT.
5. ALL PLANT MATERIAL SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE UPON DELIVERY TO THE SITE, AND PRIOR TO INSTALLATION.
6. IF DISCREPANCIES ARISE BETWEEN ACTUAL PLANTING AREA SIZES IN THE FIELD AND THOSE SHOWN ON THE PLANS, CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN WILL RESULT IN CONTRACTOR'S LIABILITY FOR MATERIALS RELOCATION.
7. FINAL LOCATIONS OF ALL PLANT MATERIALS SHALL BE SUBJECT TO APPROVAL OF THE OWNER'S REPRESENTATIVE.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPING THAT IS DESIGNATED TO REMAIN. THE CONTRACTOR SHALL PROVIDE TEMPORARY FENCING OR OTHER APPROVED GUARDS OUTSIDE DRIP LINE (OUTER PERIMETER OF BRANCHES) OF TREES TO PROTECT FROM DAMAGE . DO NOT STORE CONSTRUCTION MATERIALS, PERMIT VEHICULAR TRAFFIC OR PEDESTRIAN ACCESS WITHIN DRIP LINE TO AVOID SOIL COMPACTION.
9. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON THE DRAWINGS.
10. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE DEPTHS DESCRIBED IN THE SPECIFICATIONS - SECTION 329300. IF NECESSARY DIG SUBGRADE IN SHRUB BEDS AND SODDED AREAS DOWN AS SPECIFIED BEFORE PLACING AMENDED TOPSOIL. REFER TO GRADING PLAN FOR FINISH GRADE AND DRAINAGE.
11. ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE ONLY AS APPROVED BY THE OWNER'S REPRESENTATIVE.
12. A SOILS REPORT SHALL BE PROVIDED BY THE CONTRACTOR, AND SHALL DESCRIBE THE DEPTH, COMPOSITION, AND BULK DENSITY OF THE TOPSOIL AND SUBSOIL AT THE SITE AND SHALL INCLUDE RECOMMENDATIONS FOR SOIL AMENDMENTS. REFER TO SPECS. EXISTING SOILS MAYBE USED IF THEY MEET THE SPECIFICATIONS STANDARDS AND/OR AMENDED TO MEET THE SPECIFICATIONS STANDARDS.

REFERENCE SCHEDULE NOTES — B

SYMBOL	DESCRIPTION	QTY
1	4" DEPTH OF 1" TO 3" DIA. ROCK MULCH - TAN COLOR - FRACTURED OVER WEED BARRIER FABRIC AND 12" OF AMENDED TOPSOIL MIX, TYP.	15,070 sf
2	TURF AREA WITH 6" AMENDED TOPSOIL MIX, TYP.	
3	SEED MIX AREA WITH 4" AMENDED TOPSOIL MIX, TYP.	
4	CONCRETE MOW CURB, TYP. - REFER TO ARCHS. PLANS	1,135 lf
5	PLAYGROUND	
6	FENCE	
7	DUMPSTER ENCLOSURE	
8	ENTRY MONUMENT	
9	4" DEPTH OF 1" TO 3" DIA. ROCK MULCH - TAN COLOR - FRACTURED OVER WEED BARRIER FABRIC AND SUBGRADE, TYP.	57 sf
10	BBQ STATION, TYP.	

* QUANTITY INFORMATION PROVIDED FOR REFERENCE ONLY. CONTRACTOR RESPONSIBLE TO VERIFY ALL QUANTITIES.

PLANT SCHEDULE — C

TYPE	SPECIES	SIZE / SPECIES	QTY
DECIDUOUS TREES	COLUMNAR SWEDISH CRABAPPLE*	2 INCH CALIPER — QUAKING ASPEN*, ROCKY MOUNTAIN MAPLE*	15
EVERGREEN TREES	BLUE SPRUCE, BRISTLECONE PINE, ROCKY MOUNTAIN JUNIPER	6 FOOT HIGH — SUB ALPINE FIR, UTAH JUNIPER, WHITE FIR	23
SMALL ACCENT TREE	AMUR MAPLE*, BIGTOOTH MAPLE*, CANADA RED CHOKECHERRY*	1 1/2" CALIPER — CRABAPPLE*, MAY DAY TREE*, TATARIAN MAPLE*	31
EVERGREEN SHRUBS	COMPACT OREGON GRAPE*, OREGON GRAPE*, ANTELOPE BITTERBRUSH*	5 CONT. — CURL-LEAF MOUNTAIN MAHOGANY*, MOUNTAIN MAHOGANY*	203
GRASS	BLUE GRAMA*, INDIAN RICE GRASS*	5 CONT. — FOERSTER'S REED GRASS	160
LARGE DECIDUOUS SHRUBS	BLACK CHOKEBERRY*, CHOKECHERRY*, ELDERBERRY*	5 CONT. — SASKATOON SERVICEBERRY*, UTAH SERVICEBERRY*	24
LOW SHRUBS	SHRUBBY CINQUEFOIL*, SILVER SAGE*	5 CONT. — GRO-LOW FRAGRANT SUMAC	40
SMALL DECIDUOUS SHRUBS	ALPINE CURRENT*, ASH LEAF FALSE SPIREA*, COMMON SNOWBERRY*, INDIAN CURRANT CORALBERRY*, MOUNTAIN SNOWBERRY*, NINEBARK*	5 CONT. — PURPLE SAND CHERRY*, TALLHEDGE BUCKTHORN*, THINLEAF ALDER*, WESTERN SAND CHERRY*, WOODS ROSE*	141
PERENNIALS	SIBERIAN IRIS, PURPLE CONEFLOWER, BUTTERFLY WANDFLOWER	1 CONT. — WASATCH PENSTEMON, PERENNIAL SAGE	123
NATIVE SEED MIX **		SEED	69,429 sf
TURF		SOD	10,606 sf

* CLASSIFIED AS FIREWISE PLANTS. ALL PLANT LOCATIONS, QUANTITIES, AND MAINTENANCE MUST ABIDE WITH CHAPTER 11-21, UTAH WILDLAND-URBAN INTERFACE CODE.

** THIS PROPERTY IS CURRENTLY COVERED WITH A MIX OF NATIVE GRASSES AND NON-NATIVE SPECIES (INCLUDING INVASIVE/NOXIOUS WEEDS, SUCH AS NODDING THISTLE). ONE KEY OBJECTIVE OF THIS LANDSCAPE PLAN IS TO ELIMINATE THESE NON-NATIVE SPECIES/INVASIVE WEEDS AND RESTORE NATIVE GRASSES, WILDFLOWERS, AND TREES TO IT, FOR BOTH THE BENEFIT OF THE OWNER AS WELL AS THE COMMUNITY AT LARGE.

NATIVE SEED MIX — D

BOTANICAL NAME	COMMON NAME	RATE PLS/AC
ACHILLEA MILLEFOLIUM	WESTERN YARROW	0.10
BROMUS MARGINATUS	MOUNTAIN BROME	0.70
ELYMUS TRACHYCAULUS SSP.	SLENDER WHEATGRASS	5.00
ERICAMERIA NAUSEOSA	RUBBER RABBITBRUSH	0.25
FESTUCA SAXIMONTANA	ROCKY MOUNTAIN FESCUE	1.00
LINUM PERENNE	BLUE FLAX	1.00
PASCOPYRUM SMITHII	WESTERN WHEATGRASS	4.00
PENSTEMON STRICTUS	ROCKY MOUNTAIN PENSTEMON	0.50
POA SECUNDA SSP. AMPLA	SANDBERG BLUEGRASS	1.00
POA SECUNDA SSP. SANDBERGII	SANDBERG BLUEGRASS	1.00
RATIBIDA COLUMNIFERA	PRAIRIE CONEFLOWER	0.40
PSEUDOROEGNERIA SPICATA	BLUEBUNCH WHEATGRASS	2.00
STERILE TRITICALE	QUICKGUARD	10.00
	TOTAL	27.75

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1058 East 2100 South
Salt Lake City, Utah 84106
office 801 . 487 . 4923
fax 801 . 466 . 3046
www.arcsitiodesign.com

LICENSED LANDSCAPE ARCHITECT
Richard L. Gilbert
No. 5734299
June 1, 2023
STATE OF UTAH

consultant:

project

Promontory Employee Housing
Park City, UT

date
JUNE 1, 2023

revisions

data
asd project no: 22022

title

SCHEMATIC GRADING PLAN

sheet

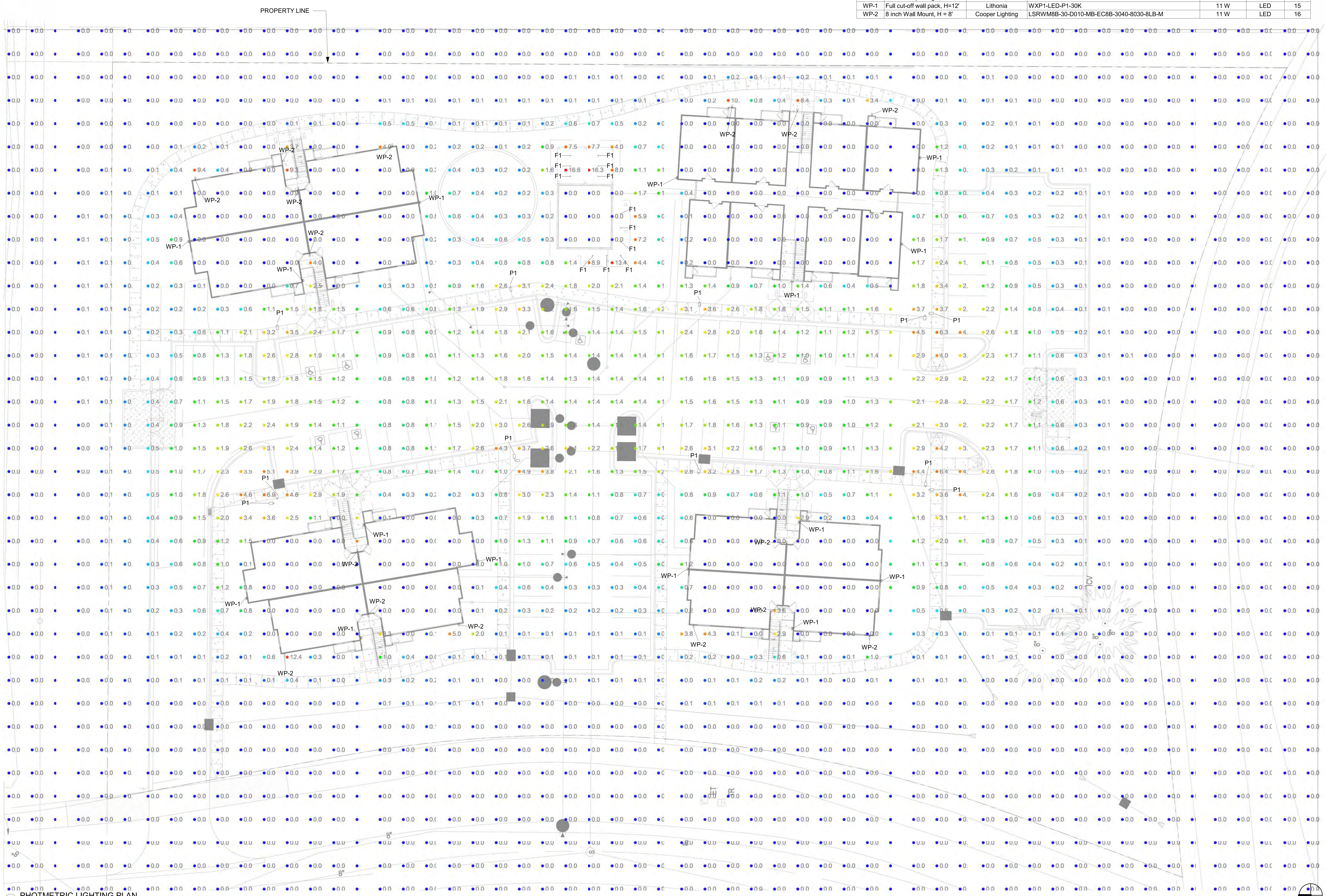
L-L101

File : E:\22022_Liberty Ranch\Cadd\Xref&Blocks\XP-BASE6.dwg Jun 01, 2023-5:57pm

EXHIBIT C.24

LIGHTING FIXTURE SCHEDULE

Mark	Description	Manufacturer	Model	Wattage	Lamp	Count
F1	6-IN RECESSED LED CAN	Cooper Lighting	HALO HLB 6099 FSE010MWR HL6SMF HLB6RTRMMW	15 W	LED	12
P1	Full cut-off pole light, H=20'	Lithonia	RSX1 LED-P1-30K-R4	51 W	LED	12
WP-1	Full cut-off wall pack, H=12'	Lithonia	WXP1-LED-P1-30K	11 W	LED	15
WP-2	8 inch Wall Mount, H = 8'	Cooper Lighting	LSRWM8B-30-D010-MB-EC8B-3040-8030-8LB-M	11 W	LED	16



1 PHOTOMETRIC LIGHTING PLAN
1" = 20'-0"

CONSTRUCTION NOTES

1. GRID VALUES ARE FOOT-CANDLES AT GROUND LEVEL.

DATE
JUNE 2023

epic ENGINEERING

REVISIONS

MARK	DATE	DESCRIPTION

DRAWN: KDC
DESIGNER: KDC
REVIEWED: DIO

PROJECT #
00-00-000

SCALES
1" = 20'-0"

PROJECT NAME:
LIBERTY RANCH AT STAR POINT

PROJECT LOCATION:
SILVER GATE DR N. PROMONTORY RANCH RD, PARK CITY, UT

SHEET TITLE:
PHOTOMETRIC SITE LIGHTING PLAN

PLAN SET: PERMIT
SHEET E1.2

EXHIBIT C.25

Project		Catalog #		Type	
Prepared by		Notes		Date	

Surface Mount   Wall Mount

Portfolio

LSR8B EC8B 8L

High Bay / Low Bay Ceiling, Pendant or Wall Mount

Typical Applications

Office • Education • Healthcare • Hospitality

Interactive Menu

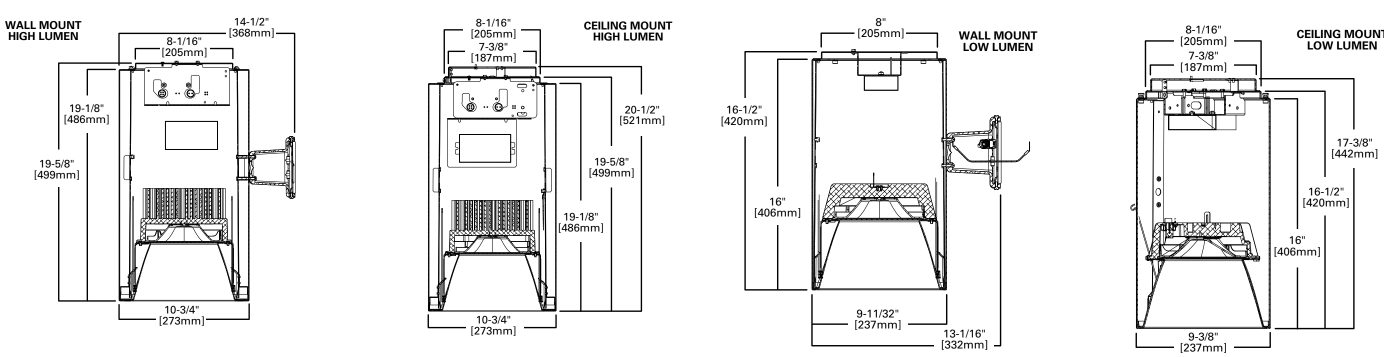
Product Certification

Product Features

Top Product Features

- 1,000 to 17,500 lumens; Surface, wall or optional pendant mount
- Offered in narrow beam, medium beam and wide beam distributions; 80, 90 or 97 CRI
- 2700K, 3000K, 3500K, 4000K, 5000K; D2W™ option from 3000K to 1850K
- W2N tunable white CCT range from 2700K to 6500K or 2000K to 5000K
- Two-stage reflector system produces smooth beam

Dimensional and Mounting Details



Order Information

SAMPLE ORDER NUMBER: **LSR8B20D010MB**

Housing Lumens Voltage Driver Remote Finish

Housing	Lumens[1]	Voltage	Driver		Remote	Finish[8]
			1 Driver	2 and 3 Drivers		
LSR8B=Surface Ceiling Mount Cylinder **LSRWM8B**=Wall Mount Cylinder	**10**=1000 lumens **15**=1500 lumens **20**=2000 lumens **30**=3000 lumens **40**=4000 lumens **50**=5000 lumens **60**=6000 lumens **70**=7000 lumens **80**=8000 lumens **90**=9000 lumens **100**=10000 lumens **120**=12000 lumens **150**=15000 lumens **175**= 17500 lumens remote driver only	**blank**=120-277V **3**=347V[2]	**1000-4000 Lumen**[4] **D010**=0-10V Dimming, 1% to 100% **D010TR**=0-10V 120-277V or 120V Line Voltage Dimming, 1% to 100% **DE010**=0-10V Linear Dimming, 0% to 100% **D5LT**=Fifth Light® (DALI) Logarithmic Dimming, 0% to 100% **DMX**=DMX/RDM Logarithmic Dimming, 0% to 100%[3] **DMXC5**=DMX/RDM Logarithmic Dimming 0% to 100% with RJ45 connection[3] **DL2**=Lutron® Hi-Lume Forward Phase Dimming, 1% to 100%, 120V Only **DLE**=Lutron Ecosystem dimming 1% to 100% **DLV**=Low Voltage System[6] **5000, 6000, and 7000 Lumen**[5] **D010TE**=0-10V or Trailing Edge Dimming, 5% to 100%, 120V-277V (120V Only for Trailing Edge Dimming) **Tunable white 1000-2000** **DE010W2N**=0-10V dimming, 0% to 100%,120V **D5LTW2N**=Fifth Light (DALI) Logarithmic Dimming, 0% to 100%	**4000 and 6000 Lumen D2W (2 Drivers)** **6000, 8000 and 9000 Lumen (2 Drivers)** **9000 Lumen D2W (3 Drivers)** **12,000 Lumen (3 Drivers)** **D010**=0-10V, 120V-277V Dimming, 1% to 100% **D010TR**=0-10V, 120V-277V or 120V Line Voltage Dimming, 1% to 100% **1DE010**=0-10V, 120V-277V Linear Dimming, 0% to 100% **D5LT**=120V-277V Fifth Light® (DALI) Logarithmic Dimming, 0% to 100% **DMX**=120V-277V, DMX/RDM Logarithmic Dimming, 0% to 100%[3] **DMXC5**=120V-277V, DMX/RDM Logarithmic Dimming 0% to 100% with RJ45 connection[3] **DL2**=120V Lutron® Hi-Lume Forward Phase Dimming, 1% to 100% **DLE**=120V-277V, Lutron Ecosystem dimming 1% to 100% **10,000, 12,000, 15,000, 17,500 Lumen** **D010TE**=0-10V or Trailing Edge Dimming, 5% to 100%, 120V-277V **Tunable white 3000-4000** **1DE010W2N**=0-10V dimming, 0% to 100%, 120V-277V **1D5LTW2N**=120V-277V, Fifth Light (DALI) Logarithmic Dimming, 0% to 100%	**blank**= Integral driver **R**= Remote driver[7]	**P**=White **MB**=Matte Black **SL**=Silver **BZ**=Bronze
	Notes (1) Nominal Lumens will vary depending on selected color, driver and reflector finish.	**Notes** (2) 347V integral D010 only.	**Notes** (3) DMX fixtures default to full on upon loss of DMX signal. (4) For D2W up to 3000 lumens. (5) Not for use with D2W. (6) Limited to 3000 Lumens		**Notes** (7) Order remote driver separately	**Notes** (8) Consult factory for custom finishes

Remote Drivers Lumens Voltage Driver Options Controls

Remote Drivers[9]	Lumens	Voltage	Driver		Options	Controls
			1 Driver	2 and 3 Drivers		
R100=Remote 100 ft **R75**= Remote 75ft **R50**= Remote 50 ft **R25**= Remote 25ft **R15**= Remote 15ft **R5**= Remote 5ft **R2**= Remote 2 ft	**10**=1000 lumens **15**=1500 lumens **20**=2000 lumens **30**=3000 lumens **40**=4000 lumens **50**=5000 lumens **60**=6000 lumens **70**=7000 lumens **80**=8000 lumens **90**=9000 lumens **100**=10000 lumens **120**=12000 lumens **150**=15000 lumens **175**= 17500 lumens	**blank**=120-277V[10] **1**=120V **2**=277V **3**=347V	**1000-4000 Lumen**[4] **D010**=0-10V Dimming, 1% to 100% **D010TR**=0-10V 120-277V or 120V Line Voltage Dimming, 1% to 100% **DE010**=0-10V Linear Dimming, 0% to 100% **D5LT**=Fifth Light® (DALI) Logarithmic Dimming, 0% to 100% **DMX**=DMX/RDM Logarithmic Dimming, 0% to 100%[3] **DMXC5**=DMX/RDM Logarithmic Dimming 0% to 100% with RJ45 connection[3] **DL2**=Lutron® Hi-Lume Forward Phase Dimming, 1% to 100%, 120V Only **DLE**=Lutron Ecosystem dimming 1% to 100% **DLV**=Low Voltage System[6] **5000, 6000, and 7000 Lumen**[5] **D010TE**=0-10V or Trailing Edge Dimming, 5% to 100%, 120V-277V (120V Only for Trailing Edge Dimming) **Tunable white 1000-2000** **DE010W2N**=0-10V dimming, 0% to 100%,120V **D5LTW2N**=Fifth Light (DALI) Logarithmic Dimming, 0% to 100%	**4000 and 6000 Lumen D2W (2 Drivers)** **6000, 8000 and 9000 Lumen (2 Drivers)** **9000 Lumen D2W (3 Drivers)** **12,000 Lumen (3 Drivers)** **D010**=0-10V, 120V-277V Dimming, 1% to 100% **D010TR**=0-10V, 120V-277V or 120V Line Voltage Dimming, 1% to 100% **1DE010**=0-10V, 120V-277V Linear Dimming, 0% to 100% **D5LT**=120V-277V Fifth Light® (DALI) Logarithmic Dimming, 0% to 100% **DMX**=120V-277V, DMX/RDM Logarithmic Dimming, 0% to 100%[3] **DMXC5**=120V-277V, DMX/RDM Logarithmic Dimming 0% to 100% with RJ45 connection[3] **DL2**=120V Lutron® Hi-Lume Forward Phase Dimming, 1% to 100% **DLE**=120V-277V, Lutron Ecosystem dimming 1% to 100% **10,000, 12,000, 15,000, 17,500 Lumen** **D010TE**=0-10V or Trailing Edge Dimming, 5% to 100%, 120V-277V	**EM7**=7W emergency mdoule with remote test switch **EM14**=14W emergency mdoule with remote test switch **EMBOD**=Bodine® Emergency Module with Remote Test Switch **EMV7**=7W emergency mdoule for use with DLV driver with remote test switch **EMV14**=14W emergency mdoule for use with DLV driver with remote test switch	**WTA**=Factory installed WaveLinx Sensor Kit (WTA = WaveLinx wireless sensor kit for daylight dimming, PIR motion sensing, and optional RLTS - Real Time Location Services, use with D010 only[12] **LWTPD1**=Factory Installed Enlighted Wireless Sensor Kit (use with 0-10V driver) [12]
Notes (9) Lutron driver limited to 25'	**Notes**	**Notes** (10) 3000 and below. Up to 3000 lumens does not need voltage specified.	**Notes** (3) DMX fixtures default to full on upon loss of DMX signal. (4) For D2W up to 3000 lumens. (5) Not for use with D2W. (6) Limited to 3000 Lumens		**Notes**	**Notes** (12) Refer to system specifications for additional information, features, and benefits. Order either factory installed option or accessory.

Order Information

SAMPLE ORDER NUMBER: **ER8B30408035**

Power Module	Lumen Levels	Color

Power Module	Lumen Levels(1)	Color		
EC8B=8" LED Module for 7000 lumen and below **ER8B**=8" LED Module for 8000 lumen and above, and with multiple drives	**1 Driver** **1020**=1000, 1500, or 2000 Lumens **3040**=3000 or 4000 Lumens **5070**=5000, 6000, or 7000 lumens **2 Drivers** **60**=6000 lumens, 2 LEDs **80120**=8000, 9000, 10000, or 12000 lumens **3 Drivers** **120**=12000 lumens, 3 LEDs **150200**=15000, or 17500	**80 CRI** **8027**= 80CRI, 2700K **8030**= 80CRI, 3000K **8035**= 80CRI, 3500K **8040**= 80CRI, 4000K **8050**= 80CRI, 5000K	**90 CRI** **9024**= 90CRI, 2400K **9027**= 90CRI, 2700K **9030**= 90CRI, 3000K **9035**= 90CRI, 3500K **9040**= 90CRI, 4000K **9050**= 90CRI, 5000K	**97 CRI** **9727**= 97CRI, 2700K **9730**= 97CRI, 3000K
		Dim 2 Warm 1 Driver **109030D2W=**1000 Lumen, 90 CRI, Dim 2 Warm, IC Rated **159030D2W=**1500 Lumen, 90 CRI, Dim 2 Warm, IC Rated **209030D2W=**2000 Lumen, 90 CRI, Dim 2 Warm, IC Rated **309030D2W=**3000 Lumen, 90 CRI, Dim 2 Warm **Dim 2 Warm 2 Drivers** **409030D2W=**4000 Lumen, 90 CRI, Dim 2 Warm **609030D2W=**6000 Lumen, 90 CRI, Dim 2 Warm **Dim 2 Warm 3 Drivers** **909030D2W=**9000 Lumen, 90 CRI, Dim 2 Warm	**W2N Tunable White 1 Driver** **10W2N902050=**1000 lumens, 90 CRI, Tunable white 2000K - 5000K **10W2N902765=**1000 lumens, 90 CRI, Tunable white 2700K - 6500K **15W2N902050=**1500 lumens, 90 CRI, Tunable white 2000K - 5000K **15W2N902765=**1500 lumens, 90 CRI, Tunable white 2700K - 6500K **20W2N902050=**2000 lumens, 90 CRI, Tunable white 2000K - 5000K **20W2N902765=**2000 lumens, 90 CRI, Tunable white 2700K - 6500K **W2N Tunable White 2 Drivers** **30W2N902050=**3000 lumens, 90 CRI, Tunable white 2000K - 5000K **30W2N902765=**3000 lumens, 90 CRI, Tunable white 2700K - 6500K **40W2N902050=**4000 lumens, 90 CRI, Tunable white 2000K - 5000K **40W2N902765=**4000 lumens, 90 CRI, Tunable white 2700K - 6500K	
	Notes (1) Nominal Lumens will vary depending on selected color, driver and reflector finish.			

SAMPLE ORDER NUMBER: **8LBM3LI**

Trim	Distribution	Flange	Finish

Trim	Distribution(13)	Flange	Finish
8LB=8" Reflector	**N**=Narrow Spun Aluminum **M**=Medium Spun Aluminum **W**=Wide Spun Aluminum **S**=Shallow Spun Aluminum **SW**=Single Wall Wash, Spun Aluminum **DW**=Double Wall Wash, Spun Aluminum	**3**=Rimless	**LI**=Specular Clear **H**=Semi-Specular Clear **WMH**=Warm Haze **WH**=Wheat **GPH**=Graphite Haze **B**=Specular Black **MW**=Matte White
	Notes (13) Beam angles are nominal with LI finish trims.		

	NOMINAL BEAM ANGLES WITH LI FINISH			
	Narrow	Medium	Wide	Shallow
1000-7000	15	40	73	86
8000-12000	30	44	73	86
15000-20000	34	46	73	86

Accessories	Type	Lengths

Accessories	Type	Lengths
Pendant Kit(14) (15) **P836P**=White pendant stem kit **P836BZ**=Bronze pendant stem kit **P836MB**=Matte black pendant stem kit **P836SL**=Silver pendant stem kit	**Blank**=5 conductor for use with 0-10V driver **3C**=3 conductor for use with 120 or 277V **5C**= conductor for use with D5LT drivers **DMX**=No conductors for use with DMX and remote drivers	**Blank**=36" **SP***=* Specify 6" to 144" in 1" increments
Aircraft cable(14) **AC120P**=120" white aircraft cable kit **AC48P**=48" white aircraft cable kit **AC120MB**=120" black aircraft cable kit **AC48MB**=48" black aircraft cable kit **Connected Lighting Systems** **PORLWTPD1**= Field installed Enlighted Wireless Sensor kit (use with 0-10V)(12) **WTA**= Field installed WaveLinx wireless sensor kit for daylight dimming, PIR motion sensing, and optional RLTS - Real Time Location Services, use with D010 only. (Refer to WaveLinx system specifications and guides for details)(12)		
Notes (12) Refer to system specifications for additional information, features, and benefits. Order either factory installed option or accessory. (14) Not available with DMX (15) 0-45° slope	**Notes**	

Product Specifications

Lower Reflector
- Self-flanged, spun 0.062" thick aluminum lower reflector with a lensed upper optical chamber provides superior lumen output with minimal source brightness
- Available in all Portfolio Alzak® finishes

Trim Retention
- Two torsion springs hold flange tightly to the cylinder lip

Housing
- Round seamless .060" thick spun aluminum housing
- White, bronze, silver or matte black. Consult factory for custom finishes
- Available in standard and shallow heights

Mounting
- Ceiling mounting plate installs to mounted junction box
- Cylinder mounts to plate with easy twist and lock hooks for ceiling mount
- For wall mount, mounting bracket plate attaches directly to wall-mounted junction box
- Optional pendant kits allow unit to be stem hung on ceilings with up to 45° slope

LED System
- Contains a plurality of high brightness white LED's combined with high reflectance upper reflector and convex transitional lens producing even distribution with no pixilation
- Lumen output shall not decrease by more than 10% over the minimum life of 55,000 hours (L90 > 55,000 hours)
- Color variation within 3-step MacAdam ellipses
- Flexible disconnect allows for tool-less replacement of LED engine from below ceiling
- Available in 2700K, 3000K, 3500K, 4000K and 5000K correlated color temperature (CCT)
- Available in 80, 90 or 97 color rendering index (CRI)

VividTune™ Color Tuning Solutions
- D2W™ – Dim-to-Warm shifts CCT from 3000K to 1850K as fixture dims, mimicking halogen sources
- W2N – Tunable white CCT range from 2700K to 6500K or 2000K to 5000K; 90 CRI

Driver
- Combination 0-10V trailing edge driver provides flicker-free dimming from 100% to 10%
- Optional 1% 0-10V, Fifth Light, DMX or Lutron® Ecosystem
- 1,000 - 7,000 lumens utilize one driver; 8,000 - 12,000 lumens utilize two drivers; 15,000 lumens utilize three drivers; reference ordering information for other variations
- Remote driver option up to 100' based on driver selection

Connected Systems
- Factory installed WaveLinx tile mount sensor kit and Field installed WaveLinx accessory tile mount sensor kit.
  - The WTA WaveLinx tile mount sensor kit offers daylight dimming, PIR motion sensing control, and optional RLTS - Real Time Location Services available. (Refer to WaveLinx system specifications and application guides for details)
  - The WTA WaveLinx kit includes control module that mounts on the luminaire electrical junction box via 1/2" knock-out, and tilemount sensor with direct-mount spring clips or for octagon ceiling box with included mounting bracket. (Field mount kit ordered and installed separately).
- Enlighted wireless tile mount sensor and relay accessory enables wireless control using a tile mount sensor accessory.
- Distributed low voltage power system combines power, lighting, and controls with ease of installation.

Compliance
- Pendant and wall mount and 15,000 lumen cylinder cULus Listed for damp locations
- Ceiling surface mount cULus Listed for protected wet locations with covered ceiling
- EMI/RFI emissions per FCC 47CFR Part 18 Class B consumer limits
- RoHS compliant
- Photometric testing completed in accordance with IES LM-79
- Lumen maintenance projections in accordance with IES LM-80-08 and TM-21-11

Warranty
- Five-year warranty

Color Metric Summary

8027	
R_f	93.2
R_g	94.1
CRI	81.3
R_9	0.7

8030	
R_f	83.4
R_g	94.4
CRI	82.4
R_9	4.5

8035	
R_f	83.7
R_g	94.8
CRI	83.1
R_9	9.1

8040	
R_f	83.3
R_g	94
CRI	83.7
R_9	9.9

8050	
R_f	82.5
R_g	94.3
CRI	94.2
R_9	11.9

9027	
R_f	92
R_g	98.4
CRI	93.4
R_9	59.3

9030	
R_f	91.6
R_g	98.6
CRI	93.2
R_9	60.2

9035	
R_f	90.9
R_g	98.3
CRI	93.3
R_9	63.1

9040	
R_f	89.4
R_g	96.6
CRI	91.8
R_9	58

9050	
R_f	88.4
R_g	96.8
CRI	91
R_9	55.2

9727	
R_f	95
R_g	100.1
CRI	98
R_9	93.9

9730	
R_f	94.2
R_g	99.6
CRI	98.5
R_9	94.7

Energy Data

ENERGY DATA
Sound Rating: Class A standards
(Values at non-dimming line voltage)
Minimum Starting Temperature: -20°C (-4°F)
EMI/RFI: FCC Title 47 CFR, Part 15, Class B (Consumer)
Power Factor: >0.90
Input Frequency: 50/60Hz

1000 Lumen D010	
Input Power: 11W	THD <14%
Input Current: 0.09A	277V Input Current: 0.04A

1500 Lumen D010	
Input Power: 15.5W	THD <13%
Input Current: 0.13A	277V Input Current: 0.06A

2000 Lumen D010	
Input Power:21.2 W	THD <9%
Input Current:0.18A	277V Input Current:0.08A

3000 Lumen D010	
Input Power:27.6 W	THD <10%
Input Current:0.23A	277V Input Current:0.10A

4000 Lumen D010	
Input Power: 41.6 W	THD <13%
Input Current: 0.35A	277V Input Current: 0.15A

5000 Lumen D010TE	
Input Power:57.9 W	THD <14%
Input Current: 0.49A	277V Input Current: 0.22A

6000 Lumen D010TE	
Input Power: 59.7W	THD <14%
Input Current:0.50A	277V Input Current:0.22A

7000 Lumen D010TE	
Input Power:75.8 W	THD <13%
Input Current:0.64A	277V Input Current:0.29A

8000 Lumen D010	
Input Power:73.8 W	THD <13%
Input Current:0.62A	277V Input Current:0.26A

9000 Lumen D010	
Input Power:86.9 W	THD <13%
Input Current:0.72A	277V Input Current:0.32A

10000 Lumen D010TE	
Input Power:115.4 W	THD <13%
Input Current:0.96A	277V Input Current:0.42A

12000 Lumen D010TE	
Input Power:119.4 W	THD <13%
Input Current:1.0A	277V Input Current:0.43A

15000 Lumen D010TE	
Input Power:173.7 W	THD <13%
Input Current:1.45A	277V Input Current:0.63A

17500 Lumen D010TE	
Input Power:179.1 W	THD <13%
Input Current:1.49A	277V Input Current:0.65A

Portfolio

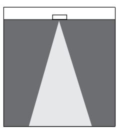
LSR8B EC8B 8L

Photometric Data

View IES files

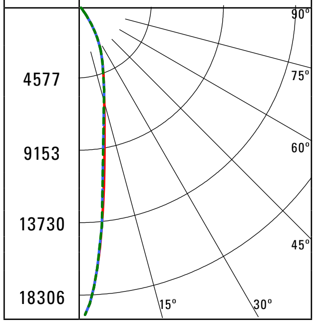
NARROW (30° BEAM)

Test Number	
Housing	LSR8B50D010
Module	ER8B50835
Trim	8LBN0H
Lumens	4986
Efficacy	94.1 Lm/W
SC	0.32

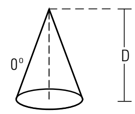


CANDLEPOWER DISTRIBUTION

Downlight



CONE OF LIGHT



MH	FC	L	W
4'	1144.4	1.2	1.2
7'	373.7	2.2	2.2
9'	226.1	2.8	2.8
13'	108.3	4	4
16'	71.5	5	5

CANDELA TABLE

Degrees Vertical	Candela
0	18310
5	14091
15	5762
25	3117
35	1021
45	99
55	5
65	1
75	1
85	0
90	0

ZONAL LUMEN SUMMARY

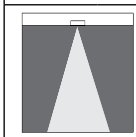
Zone	Lumens	% Fixture
0-30	4214	84.5
0-40	4883	97.9
0-60	4983	99.9
0-90	4986	100
90-180	0	0
0-180	4986	100

LUMINANCE

Average Candela Degrees	Average 0° Luminance
45	4330
55	253
65	88
75	143
85	0

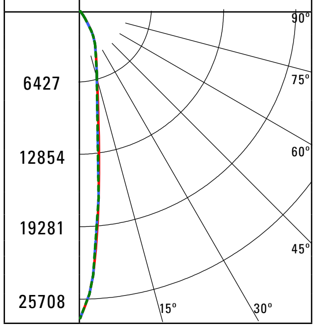
NARROW (30° BEAM)

Test Number	
Housing	LSR8B50D010
Module	ER8B50835
Trim	8LBN0LI
Lumens	5248
Efficacy	99 Lm/W
SC	0.25

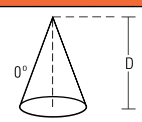


CANDLEPOWER DISTRIBUTION

Downlight



CONE OF LIGHT



MH	FC	L	W
4'	1607	1	1
7'	524.7	1.6	1.6
9'	317.4	2.2	2.2
13'	152.1	3.2	3.2
16'	100.4	4	4

CANDELA TABLE

Degrees Vertical	Candela
0	25712
5	17790
15	5743
25	3148
35	879
45	101
55	7
65	7
75	4
85	0
90	0

ZONAL LUMEN SUMMARY

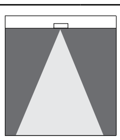
Zone	Lumens	% Fixture
0-30	4514	86
0-40	5134	97.8
0-60	5238	99.8
0-90	5248	100
90-180	0	0
0-180	5248	100

LUMINANCE

Average Candela Degrees	Average 0° Luminance
45	4422
55	382
65	518
75	429
85	0

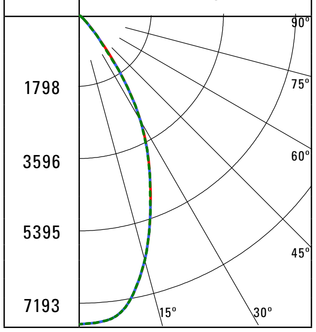
MEDIUM (50° BEAM)

Test Number	
Housing	LSR8B50D010
Module	ER8B50835
Trim	8LBM0H
Lumens	5426
Efficacy	102.4 Lm/W
SC	0.8

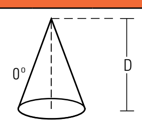


CANDLEPOWER DISTRIBUTION

Downlight



CONE OF LIGHT



MH	FC	L	W
4'	449.8	3.2	3.2
7'	146.9	5.6	5.6
9'	88.8	7.2	7.2
13'	42.6	10.4	10.4
16'	28.1	12.8	12.8

CANDELA TABLE

Degrees Vertical	Candela
0	7197
5	7141
15	5914
25	3883
35	1774
45	244
55	16
65	2
75	1
85	0
90	0

ZONAL LUMEN SUMMARY

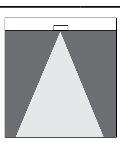
Zone	Lumens	% Fixture
0-30	4078	75.2
0-40	5174	95.4
0-60	5422	99.9
0-90	5426	100
90-180	0	0
0-180	5426	100

LUMINANCE

Average Candela Degrees	Average 0° Luminance
45	10619
55	887
65	175
75	143
85	0

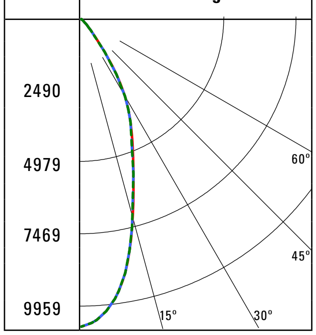
MEDIUM (50° BEAM)

Test Number	
Housing	LSR8B50D010
Module	ER8B50835
Trim	8LBM0LI
Lumens	5711
Efficacy	107.8 Lm/W
SC	0.63

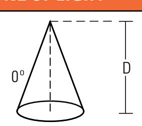


CANDLEPOWER DISTRIBUTION

Downlight



CONE OF LIGHT



MH	FC	L	W
4'	622.7	2.4	2.4
7'	203.3	4.4	4.4
9'	123	5.6	5.6
13'	59	8	8
16'	38.9	10	10

CANDELA TABLE

Degrees Vertical	Candela
0	9963
5	9498
15	6587
25	3908
35	1559
45	219
55	27
65	7
75	2
85	0
90	0

ZONAL LUMEN SUMMARY

Zone	Lumens	% Fixture
0-30	4491	78.6
0-40	5481	96
0-60	5702	99.8
0-90	5711	100
90-180	0	0
0-180	5711	100

LUMINANCE

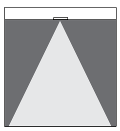
Average Candela Degrees	Average 0° Luminance
45	9546
55	1435
65	518
75	214
85	0

Photometric Data

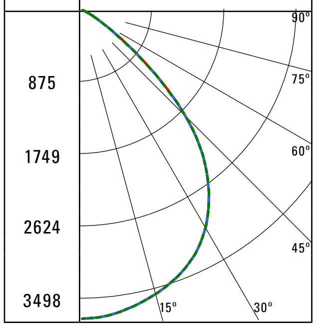
View IES files

SHALLOW (75° BEAM)

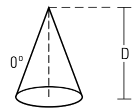
Test Number	
Housing	LSR8B50D010
Module	ER8B50835
Trim	8LBS0H
Lumens	6035
Efficacy	113.9 Lm/W
SC	1.2



CANDLEPOWER DISTRIBUTION



CONE OF LIGHT



MH	FC	L	W
4'	218.9	4.6	4.6
7'	71.5	8.2	8.2
9'	43.2	10.6	10.6
13'	20.7	15.4	15.4
16'	13.7	19	19

CANDELA TABLE

Degrees Vertical	Candela
0	3502
5	3477
15	3322
25	3056
35	2525
45	1630
55	459
65	84
75	18
85	4
90	0

ZONAL LUMEN SUMMARY

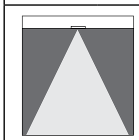
Zone	Lumens	% Fixture
0-30	2670	44.2
0-40	4240	70.2
0-60	5920	98.1
0-90	6035	100
90-180	0	0
0-180	6035	100

LUMINANCE

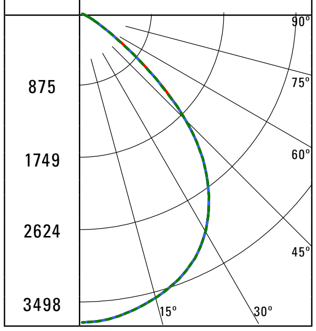
Average Candela Degrees	Average 0° Luminance
45	71087
55	24682
65	6100
75	2121
85	1274

SHALLOW (75° BEAM)

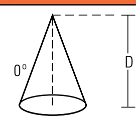
Test Number	
Housing	LSR8B50D010
Module	ER8B50835
Trim	8LBS0LI
Lumens	6206
Efficacy	117.1 Lm/W
SC	1.28



CANDLEPOWER DISTRIBUTION



CONE OF LIGHT



MH	FC	L	W
4'	216.3	5	5
7'	70.6	8.8	8.8
9'	42.7	11.4	11.4
13'	20.5	16.6	16.6
16'	13.5	20.4	20.4

CANDELA TABLE

Degrees Vertical	Candela
0	3460
5	3462
15	3498
25	3343
35	2681
45	1591
55	418
65	57
75	5
85	2
90	0

ZONAL LUMEN SUMMARY

Zone	Lumens	% Fixture
0-30	2850	45.9
0-40	4513	72.7
0-60	6132	98.8
0-90	6206	100
90-180	0	0
0-180	6206	100

LUMINANCE

Average Candela Degrees	Average 0° Luminance
45	69395
55	22488
65	4159
75	631
85	637

Nominal Scaling From 80 CRI 3500K		
CRI	**CCT**	**Lumen Mult**
80	2700	0.938
80	3000	0.962
80	3500	1.000
80	4000	0.993
80	5000	1.013
90	2700	0.784
90	3000	0.826
90	3500	0.853
90	4000	0.891
90	5000	0.922
97	2700	0.696
97	3000	0.737

Nominal Scaling From 5000 lumen package	
LUMEN PACKAGE	**LUMEN MULT**
1000 LUMEN	0.207
1500 LUMEN	0.280
2000 LUMEN	0.398
3000 LUMEN	0.562
4000 LUMEN	0.799
5000 LUMEN	1.000
6000 LUMEN	1.133
7000 LUMEN	1.368
8000 LUMEN	1.535
9000 LUMEN	1.729
10,000 LUMEN	1.994
12,000 LUMEN	2.261
15,000 LUMEN	2.949
17,500 LUMEN	3.329
20,000 LUMEN	3.924

Cooper Lighting Solutions
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
www.cooperlighting.com

EXHIBIT C.32

RSX1 LED
Area Luminaire

NIGHTTIME FRIENDLY · Buy American

Catalog Number	
Notes	
Type	

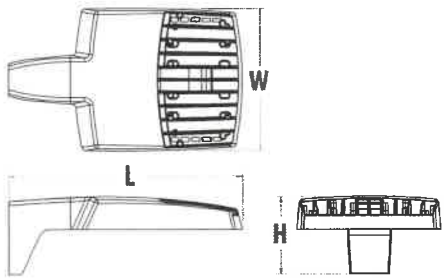
Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX1 delivers 7,000 to 17,000 lumens allowing it to replace 70W to 400W HID luminaires.

The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

Specifications

EPA (ft²@0°):	0.57 ft² (0.05 m²)
Length:	21.8" (55.4 cm) (SPA mount)
Width:	13.3" (33.8 cm)
Height:	3.0" (7.6 cm) Main Body 7.2" (18.4 cm) Arm
Weight: (SPA mount):	22.0 lbs (10.0 kg)



Ordering Information

EXAMPLE: RSX1 LED P4 40K R3 MVOLT SPA DDBXD

RSX1 LED

Series	Performance Package	Color Temperature	Distribution	Voltage	Mounting
RSX1 LED	P1	30K 3000K	R2 Type 2 Wide	MVOLT (120V-277V) [2]	SPA Square pole mounting (3.0" min. SQ pole for 1 at 90°, 3.5" min. SQ pole for 2, 3, 4 at 90°)
	P2	40K 4000K	R3 Type 3 Wide	HVOLT (347V-480V) [3]	RPA Round pole mounting (3.2" min. dia. RND pole for 2, 3, 4 at 90°, 3.0" min. dia. RND pole for 1 at 90°, 2 at 180°, 3 at 120°)
	P3	50K 5000K	R3S Type 3 Short	XVOLT (277V-480V) [4]	MA Mast arm adaptor (fits 2-3/8" OD horizontal tenon)
	P4		R4 Type 4 Wide	**(use specific voltage for options as noted)**	IS Adjustable slipfitter (fits 2-3/8" OD tenon) [6]
			R4S Type 4 Short	120 [3] 277 [5]	WBA Wall bracket [1]
			R5 Type 5 Wide [1]	208 [3] 347 [5]	WBASC Wall bracket with surface conduit box
			R5S Type 5 Short [1]	240 [3] 480 [5]	AASP Adjustable tilt arm square pole mounting [6]
			AFR Automotive Front Row		AARP Adjustable tilt arm round pole mounting [6]
			AFRR90 Automotive Front Row Right Rotated		AAWB Adjustable tilt arm with wall bracket [6]
			AFRL90 Automotive Front Row Left Rotated		AAWSC Adjustable tilt arm wall bracket and surface conduit box [6]

Options

Shipped Installed

HS	House-side shield [7]
PE	Photocontrol, button style [8,9]
PEX	Photocontrol external threaded, adjustable [9,10]
PER7	Seven-wire twist-lock receptacle only (no controls) [9,11,12,13]
CE34	Conduit entry 3/4" NPT (Qty 2)
SF	Single fuse (120, 277, 347) [5]
DF	Double fuse (208, 240, 480) [5]
SPD20KV	20KV Surge pack (10KV standard)
FAO	Field adjustable output [9,13]
DMG	0-10V dimming extend out back of housing for external control (control ordered separate) [9,13]

Shipped Installed

***Standalone and Networked Sensors/Controls (factory default settings, see table page 9)**

NLTAIR2	nLight AIR generation 2 [13,14,15]
PIRHN	Networked, Bi-Level motion/ambient sensor (for use with NLTAIR2) [13,15,16]
BAA	Buy America(n) Act Compliant

*Note: PIRHN with nLight Air can be used as a standalone or networked solution. Sensor coverage pattern is affected when luminaire is tilted

Shipped Separately (requires some field assembly)

EGS	External glare shield [7]
EGFV	External glare full visor (360° around light aperture) [7]
BS	Bird spikes [17]

Finish

DDBXD	Dark Bronze
DBLXD	Black
DNAXD	Natural Aluminum
DWHXD	White
DDBTXD	Textured Dark Bronze
DBLBXD	Textured Black
DNATXD	Textured Natural Aluminum
DWHGXD	Textured White

EXHIBIT C.33

Ordering Information

Accessories
Ordered and shipped separately.

RSX1HS	RSX1 House side shield (includes 1 shield)
RSX1HSAFRR U	RSX1 House side shield for AFR rotated optics (includes 1 shield)
RSX1EGS (FINISH) U	External glares hield (specify finish)
RSX1EGFV (FINISH) U	External glare full visor (specify finish)
RSXRPA (FINISH) U	RSX Universal round pole adaptor plate (specify finish)
RSXWBA (FINISH) U	RSX WBA wall bracket (specify finish) [1]
RSXSCB (FINISH) U	RSX Surface conduit box (specify finish, for use with WBA, WBA not included)
DLL127F 1.5 JU	Photocell -SSL twist-lock (120-277V) [18]
DLL347F 1.5 CUL JU	Photocell -SSL twist-lock (347V) [18]
DLL480F 1.5 CUL JU	Photocell -SSL twist-lock (480V) [18]
DSHORT SBK U	Shorting cap [18]

NOTES

1 Any Type 5 distribution, is not available with WBA.
2 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
3 HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
4 XVOLT driver not available with P1 or P2. XVOLT driver operates on any line voltage from 277V-480V (50/60 Hz). XVOLT not available with fusing (SF or DF) end not aveileble with PE or PEX.
5 Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
6 Maximum tilt is 90° above horizontal.
7 It may be ordered as an accessory.
8 Requires MVOLT or 347V.
9 Not available in combination with other light sensing control options (following options cannot be combined: PE, PEX, PER7, FAO, DMG, PIRHN).
10 Requires 120V, 208V, 240V or 277V.
11 Twistlock photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included. Dimming leads capped for future use.
12 For units with option PER7, the mounting must be restricted to +/- 45° from horizontal aim per ANSI C136.10-2010.
13 Two or more of the following options cannot be combined including DMG, PER7, FAO and PIRHN.
14 Must be ordered with PIRHN.
15 Requires MVOLT or HVOLT.
16 Must be ordered with NLTAIR2. For additional information on PIRHN visit here.
17 Must be ordered with fixture for factory pre-drilling.
18 Requires luminaire to be specified with PER7 option. Ordered and shipped as a separate line item from Acuity Brands Controls.

External Shields

House Side Shield

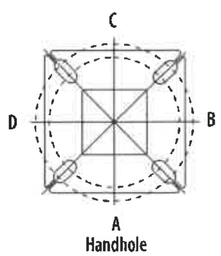
External Glare Shield

External 360 Full Visor

Pole/Mounting Informatiion

Accessories including bullhorns, cross arms and other adpaters are available under the accessories tab at Lithonia's Outdoor Poles and Arms product page. Click here to visit Accessories.

HANDHOLE ORIENTATION



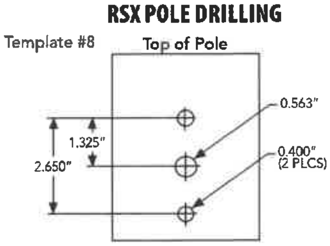
Round Tenon Mount - Pole Top Slipfitters

Tenon O.D.	RSX Mounting	Single	2 at 180°	2 at 90°	3 at 120°	3 at 90°	4 at 90°
2-3/8"	RPA, AARP	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 320	AS3-5 390	AS3-5 490
2-7/8"	RPA, AARP	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	RPA, AARP	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

Drill/Side Location by Configuration Type

Drilling Template	Mounting Option	Single	2 @ 180	2 @ 90	3 @ 120	3 @ 90	4 @ 90
	Head Location	Side B	Side B & D	Side B & C	Round Pole Only	Side B, C & D	Side A, B, C & D
#8	Drill Nomenclature	DM19AS	DM28AS	DM29AS	DM32AS	DM39AS	DM49AS

RSX POLE DRILLING



RSX1 - Luminaire EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Mounting Type	Tilt	Single	2 @ 90	2 @ 180	3 @ 90	3 @ 120	4 @ 90	2 Side by Side	3 Side by Side	4 Side by Side
SPA - Square Pole Adaptor	0°	0.57	1.03	1.05	1.52	1.36	2.03	1.31	1.7	2.26
RPA - Round Pole Adaptor		0.62	1.08	1.15	1.62	1.46	2.13	1.36	1.8	2.36
MA - Mast Arm Adaptor		0.49	0.95	0.89	1.36	1.2	1.87	1.23	1.54	2.1
IS - Integral Slipfitter AASP/AARP - Adjustable Arm Square/Round Pole	0°	0.57	1.03	1.05	1.52	1.36	2.03	1.31	1.7	2.26
	10°	0.68	1.34	1.33	2	1.74	2.64	1.35	2.03	2.71
	20°	0.87	1.71	1.73	2.56	2.26	3.42	1.75	2.62	3.49
	30°	1.24	2.19	2.3	3.21	2.87	4.36	2.49	3.73	4.97
	40°	1.81	2.68	2.98	3.85	3.68	5.30	3.62	5.43	7.24
	45°	2.11	2.92	3.44	4.2	4.08	5.77	4.22	6.33	8.44
	50°	2.31	3.17	3.72	4.52	4.44	6.26	4.62	6.94	9.25
	60°	2.71	3.66	4.38	5.21	5.15	7.24	5.43	8.14	10.86
	70°	2.78	3.98	4.54	5.67	5.47	7.91	5.52	8.27	11.03
	80°	2.76	4.18	4.62	5.97	5.76	8.31	5.51	8.27	11.03
	90°	2.73	4.25	4.64	6.11	5.91	8.47	5.45	8.18	10.97

RSX STANDARD ARM & ADJUSTABLE ARM

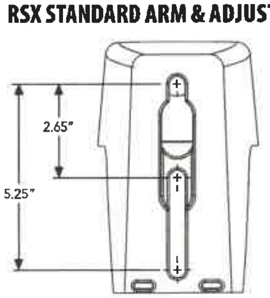
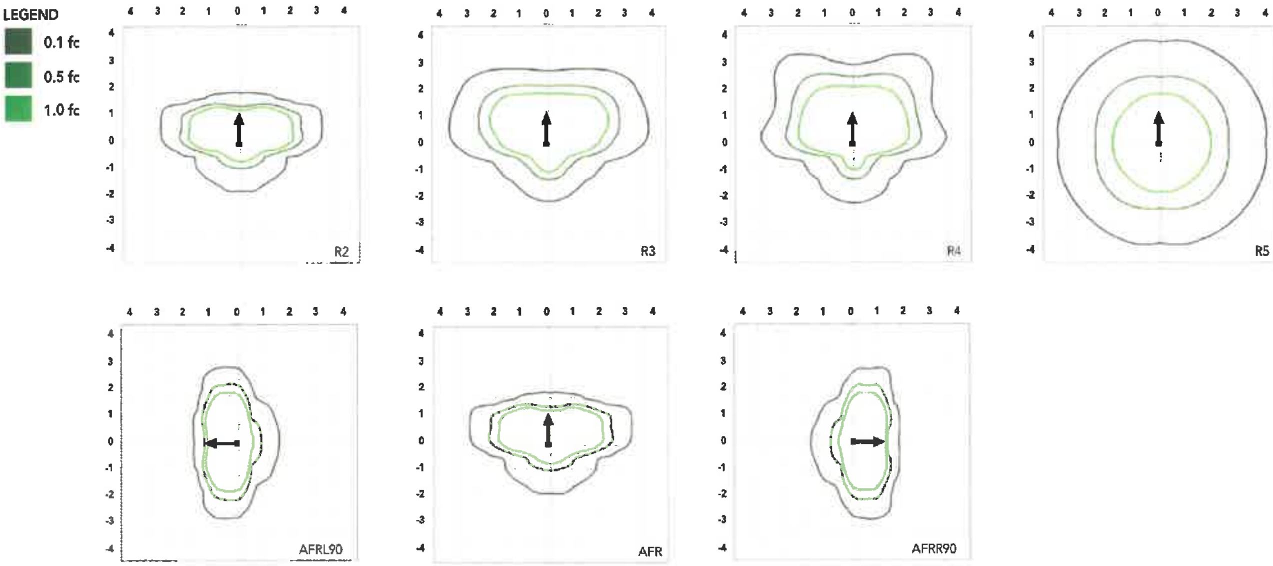


EXHIBIT C.34

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's RSX Area homepage.

Isofootcandle plots for the RSX1 LED P4 40K. Distances are in units of mounting height (20').



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-50°C (32-122°F).

Ambient	Ambient	Lumen Multiplier
0°C	32°F	1.05
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97
45°C	113°F	0.96
50°C	122°F	0.95

Electrical Load

		Current (A)					
Performance Package	System Watts (W)	120V	208V	240V	277V	347V	480V
P1	51W	0.42	0.25	0.21	0.19	0.14	0.11
P2	72W	0.60	0.35	0.30	0.26	0.21	0.15
P3	109W	0.91	0.52	0.45	0.39	0.31	0.23
P4	133W	1.11	0.64	0.55	0.48	0.38	0.27

Projected LED Lumen Maintenance

Operating Hours	50,000	75,000	100,000
Lumen Maintenance Factor	>0.97	>0.95	>0.92

Values calculated according to IESNA TM-21-11 methodology and valid up to 40°C.

EXHIBIT C.35

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

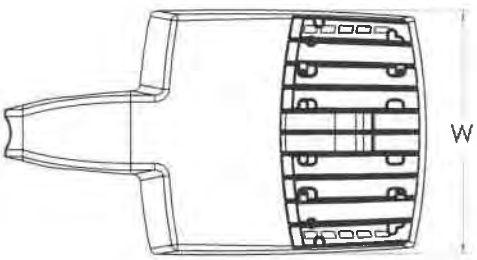
Performance Package	System Watts	Distribution. Type	30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
			Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	51W	R2	6,482	1	0	1	126	7,121	1	0	1	139	7,121	1	0	1	139
		R3	6,459	1	0	2	127	7,096	1	0	2	139	7,096	1	0	2	139
		R35	6,631	1	0	1	129	7,286	1	0	2	142	7,286	1	0	2	142
		R4	6,543	1	0	2	128	7,189	1	0	2	141	7,189	1	0	2	141
		R45	6,313	1	0	1	124	6,936	1	0	1	136	6,936	1	0	1	136
		R5	6,631	3	0	2	130	7,286	3	0	2	143	7,286	3	0	2	143
		R5S	6,807	3	0	1	133	7,479	3	0	1	147	7,479	3	0	1	147
		AFR	6,473	1	0	1	127	7,112	1	0	1	139	7,112	1	0	1	139
		AFRR90	6,535	2	0	2	127	7,179	2	0	2	140	7,179	2	0	2	140
		AFRL90	6,562	2	0	1	128	7,210	2	0	2	140	7,210	2	0	2	140
P2	72W	R2	8,991	2	0	1	123	9,878	2	0	1	135	9,878	2	0	1	135
		R3	8,959	2	0	2	124	9,843	2	0	2	137	9,843	2	0	2	137
		R35	9,198	2	0	2	126	10,106	2	0	2	139	10,106	2	0	2	139
		R4	9,077	2	0	2	126	9,972	2	0	2	139	9,972	2	0	2	139
		R4S	8,757	1	0	2	122	9,622	2	0	2	134	9,622	2	0	2	134
		R5	9,198	4	0	2	128	10,106	4	0	2	140	10,106	4	0	2	140
		R55	9,443	3	0	1	131	10,374	3	0	1	144	10,374	3	0	1	144
		AFR	8,979	2	0	1	125	9,865	2	0	1	137	9,865	2	0	1	137
		AFRR90	9,064	3	0	2	124	9,959	3	0	2	137	9,959	3	0	2	137
		AFRL90	9,102	3	0	2	125	10,001	3	0	2	137	10,001	3	0	2	137
P3	109W	R2	12,808	2	0	1	117	14,072	2	0	2	129	14,072	2	0	2	129
		R3	12,763	2	0	2	117	14,023	2	0	2	129	14,023	2	0	2	129
		R3S	13,104	2	0	2	120	14,397	2	0	2	132	14,397	2	0	2	132
		R4	12,930	2	0	2	119	14,206	2	0	2	130	14,206	2	0	2	130
		R45	12,475	2	0	2	114	13,707	2	0	2	126	13,707	2	0	2	126
		R5	13,104	4	0	2	120	14,397	4	0	2	132	14,397	4	0	2	132
		R5S	13,452	3	0	2	123	14,779	3	0	2	136	14,779	3	0	2	136
		AFR	12,791	2	0	1	117	14,053	2	0	2	129	14,053	2	0	2	129
		AFRR90	12,913	3	0	3	118	14,187	3	0	3	130	14,187	3	0	3	130
		AFRL90	12,967	3	0	2	118	14,247	3	0	3	130	14,247	3	0	3	130
P4	133W	R2	14,943	2	0	2	112	16,417	2	0	2	123	16,417	2	0	2	123
		R3	14,890	2	0	3	112	16,360	2	0	3	123	16,360	2	0	3	123
		R35	15,287	2	0	2	115	16,796	2	0	2	126	16,796	2	0	2	126
		R4	15,085	2	0	3	113	16,574	2	0	3	125	16,574	2	0	3	125
		R4S	14,554	2	0	2	109	15,991	2	0	2	120	15,991	2	0	2	120
		R5	15,287	4	0	2	115	16,796	4	0	2	126	16,796	4	0	2	126
		R55	15,693	4	0	2	118	17,242	4	0	2	130	17,242	4	0	2	130
		AFR	14,923	2	0	2	112	16,395	2	0	2	123	16,395	2	0	2	123
		AFRR90	15,065	3	0	3	113	16,551	3	0	3	124	16,551	3	0	3	124
		AFRL90	15,128	3	0	3	114	16,621	3	0	3	125	16,621	3	0	3	125

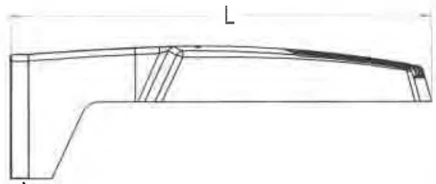
Dimensions & Weights

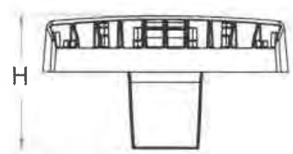
Luminaire Weight by Mounting Type

Mounting Configuration	Total Luminaire Weight
SPA	22 lbs
RPA	24 lbs
MA	22 lbs
WBA	25 lbs
WBASC	28 lbs
IS	25 lbs
AASP	25 lbs
AARP	27 lbs
AAWB	28 lbs
AAWSC	31 lbs

RSX1 with Round Pole Adapter (RPA)



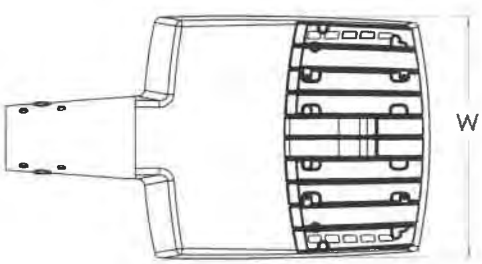


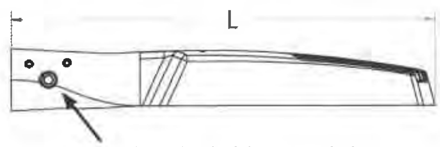


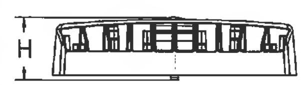
Note: RPA — Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.

Length: 22.8" (57.9 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
7.2" (18.4 cm) Arm

RSX1 with Mast Arm Adapter (MA)



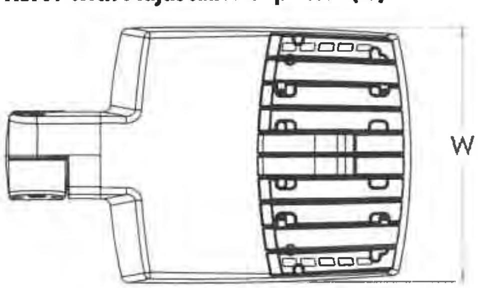


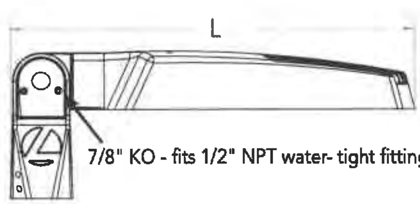


7/16" locking thru bolt/nut provided

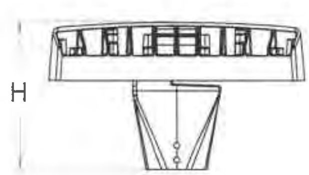
Length: 23.2" (59.1 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
3.5" (8.9 cm) Arm

RSX1 with Adjustable Slipfitter (IS)





7/8" KO - fits 1/2" NPT water- tight fitting

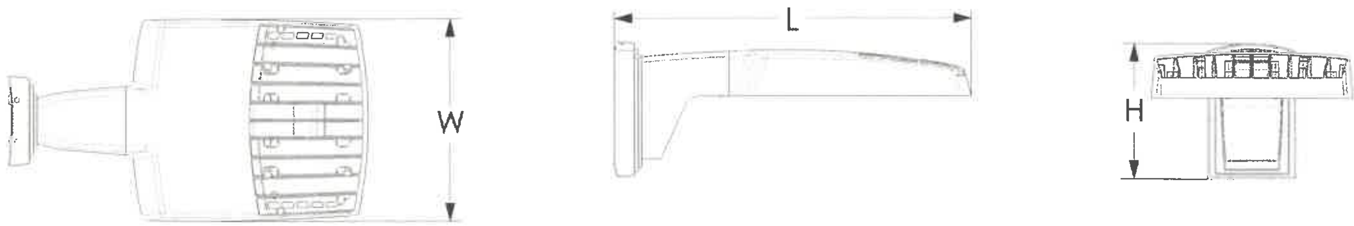


Length: 20.7" (52.7 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
7.6" (19.3 cm) Arm

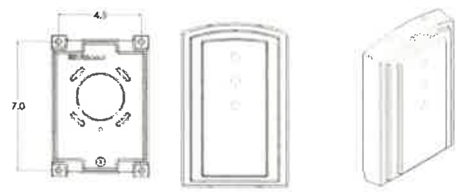
EXHIBIT C.37

Dimensions

RSX1 with Wall Bracket (WBA)

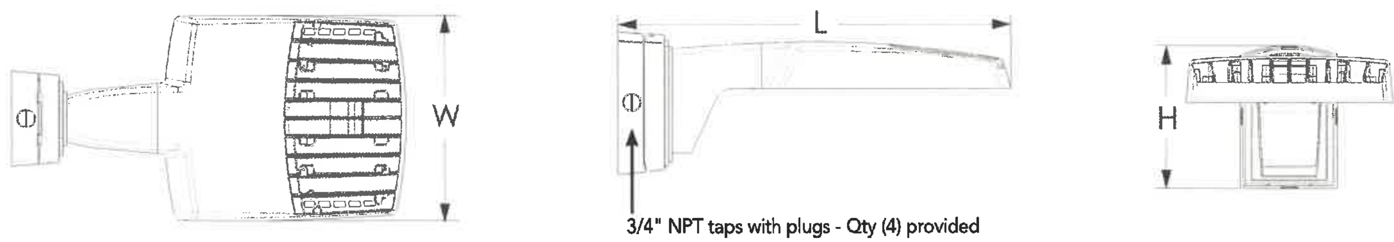


Wall Bracket (WBA) Mounting Detail

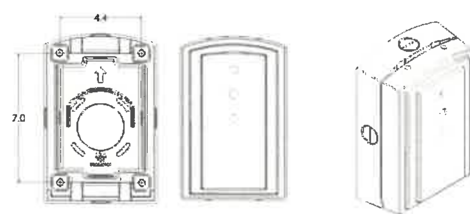


Length: 23.6" (59.9 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
8.9" (22.6 cm) Arm

RSX1 with Wall Bracket with Surface Conduit Box (WBASC)



Surface Conduit Box (SCB) Mounting Detail

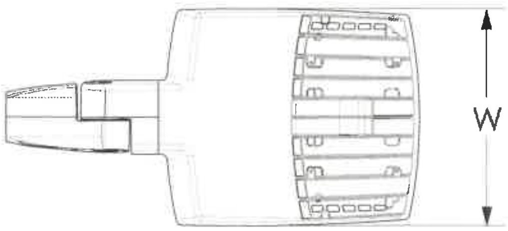


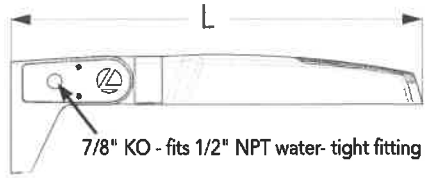
Length: 25.3" (64.3 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
9.2" (23.4 cm) Arm

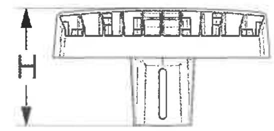
EXHIBIT C.38

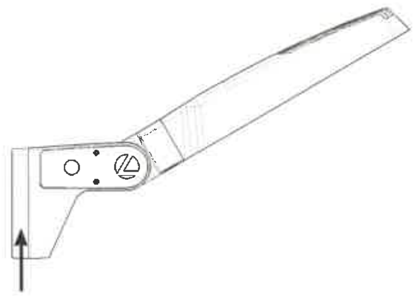
Dimensions

RSX1 with Adjustable Tilt Arm - Square or Round Pole (AASP or AARP)









Length: 25.3" (65.3 cm) **AASP**
26.3" (66.8 cm) **AARP**
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
7.2" (18.2 cm) Arm

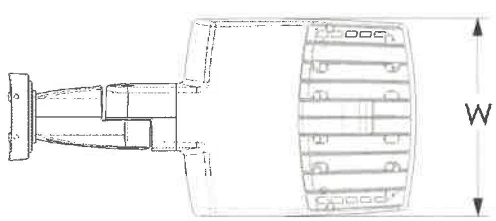
NOTE:
RPA - Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.

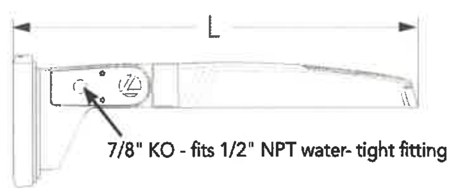
Notes

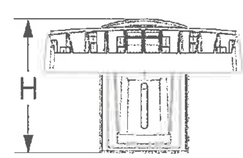
AASP: Requires 3.0" min. square pole for 1 at 90°. Requires 3.5" min. square pole for mounting 2, 3, 4 at 90°.

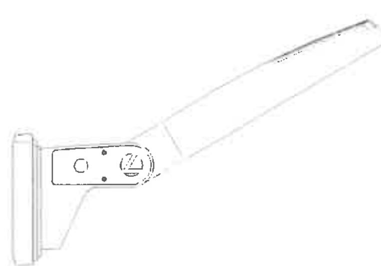
AARP: Requires 3.2" min. dia. round pole for 2, 3, 4 at 90°. Requires 3.0" min. dia. round pole for mounting 1 at 90°, 2 at 180°, 3 at 120°.

RSX1 with Adjustable Tilt Arm with Wall Bracket (AAWB)

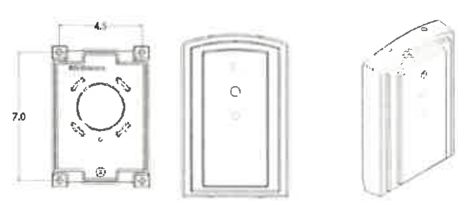








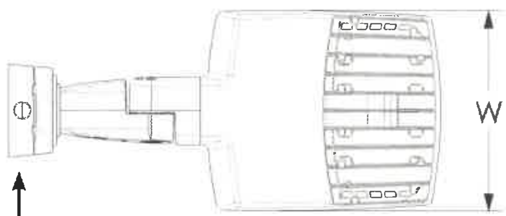
Wall Bracket (WBA) Mounting Detail



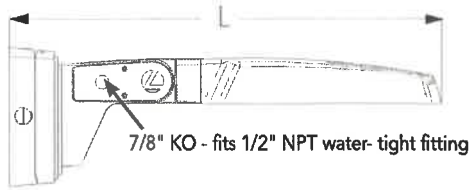
Length: 27.1" (68.8 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
8.9" (22.6 cm) Arm

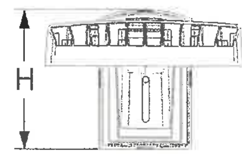
Dimensions

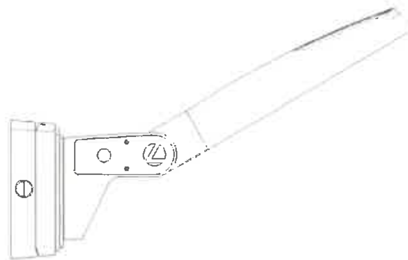
RSX1 with Adjustable Tilt Arm with Wall Bracket and Surface Conduit Box (AAWSC)



3/4" NPT taps
with plugs - Qty (4)
provided

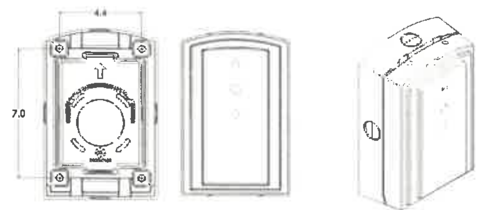




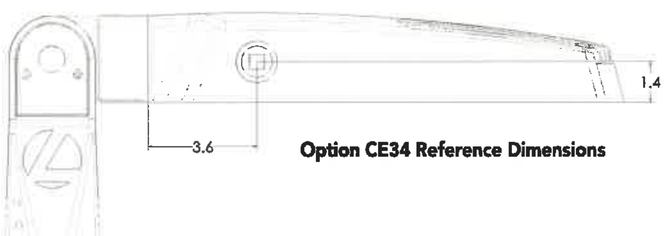


Length: 28.8" (73.2 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
9.2" (23.4 cm) Arm

Surface Conduit Box (SCB) Mounting Detail

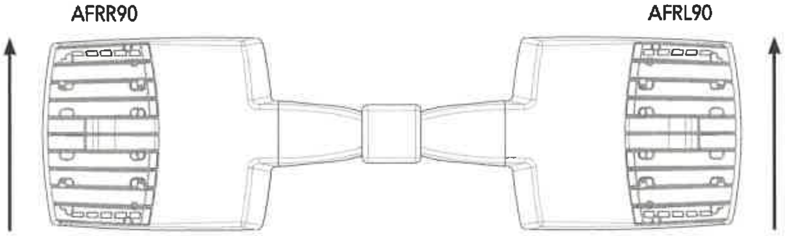


Additional Reference Drawings



Option CE34 Reference Dimensions

Automotive Front Row - Rotated Optics (AFRL90/R90)

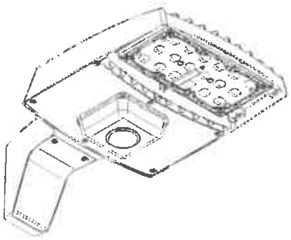


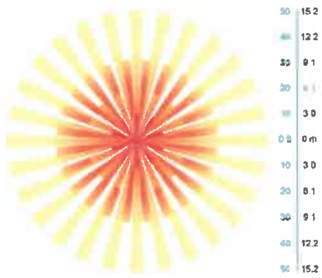
(Example: 2@180 - arrows indicate direction of light exiting the luminaire)

nLight Control - Sensor Coverage and Settings

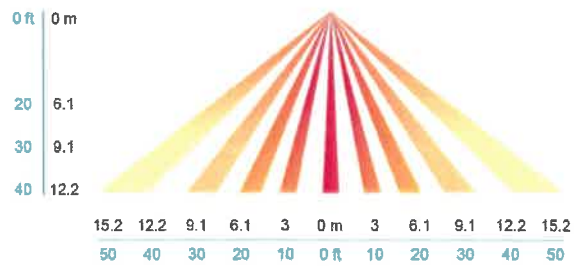
nLight Sensor Coverage Pattern

NLTAIR2 PIRHN





Top



Side

Motion Sensor Default Settings - Option PIRHN						
Option	Dimmed State (unoccupied)	High Level (when occupied)	Photocell Operation	Dwell Time (occupancy time delay)	Ramp-up Time (from unoccupied to occupied)	Ramp-down Time (from occupied to unoccupied)
NLTAIR2 PIRHN	Approx. 30% Output	100% Output	Enabled @ 1.5FC	7.5 minutes	3 seconds	5 minutes

*Note: NLTAIR2 PIRHN default settings including photocell set-point, high/low dim rates, and occupancy sensor time delay are all configurable using the Clairity Pro App. Sensor coverage pattern shown with luminaire at 0°. Sensor coverage pattern is affected when luminaire is titled.

FEATURES & SPECIFICATIONS

INTENDED USE
The RSX LED area family is designed to provide a long-lasting, energy-efficient solution for the one-for-one replacement of existing metal halide or high pressure sodium lighting. The RSX1 delivers 7,000 to 17,000 lumens and is ideal for replacing 70W to 400W HID pole-mounted luminaires in parking lots and other area lighting applications.

CONSTRUCTION
The RSX LED area luminaire features a rugged die-cast aluminum main body that uses heat-dissipating fins and flow-through venting to provide optimal thermal management that both enhances LED performance and extends component life. Integral "no drill" mounting arm allows the luminaire to be mounted on existing pole drillings, greatly reducing installation labor. The light engines and housing are sealed against moisture and environmental contaminants to IP66. The low-profile design results in a low EPA, allowing pole optimization. All mountings are rated for minimum 1.5 G vibration load per ANSI C136.31. 3G Mountings: Include SPA, RPA, MA, IS, AASP, and AARP rated for 3G vibration. 1.5G Mountings: Include WBA, WBASC, AAWB and AAWSC rated for 1.5G vibration.

FINISH
Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures superior adhesion as well as a minimum finish thickness of 3 mils. The result is a high-quality finish that is warrantied not to crack or peel.

OPTICS
Precision acrylic refractive lenses are engineered for superior application efficiency, distributing the light to where it is needed most. Available in short and wide pattern distributions including Type 2, Type 3, Type 3S, Type 4, Type 4S, Type 5, Type 5S, AFR (Automotive Front Row), and AFR rotated AFRR90 and ARFL90.

ELECTRICAL
Light engine(s) configurations consist of high-efficacy LEDs mounted on metal-core circuit boards and aluminum heat sinks to maximize heat dissipation. Light engines are IP66 rated. LED lumen maintenance is >L92/100,000 hours. CCT's of 3000K, 4000K and 5000K (minimum 70 CRI) are available. Class 1 electronic drivers ensure system power factor >90% and THD <20%. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS
The RSX LED area luminaire has a wide assortment of control options. Dusk to dawn controls include MVOLT and 347V button-type photocells and NEMA twist-lock photocell receptacles.

nLIGHT AIR CONTROLS
The RSX LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing with photocontrol functionality and is suitable for mounting heights up to 40 feet. No commissioning is required when using factory default settings that provide basic stand-alone motion occupancy dimming that is switched on and off with a built-in photocell. See chart above for motion sensor default out-of-box settings. For more advanced wireless functionality, such as group dimming, nLight AIR can be commissioned using a smartphone and the easy-to-use CLAIRITY app. nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclypse. Additional information about nLight Air can be found here.

INSTALLATION
Integral "no-drill" mounting arm allows for fast, easy mounting using existing pole drillings. Select the "SPA" option for square poles and the "RPA" option to mount to round poles. Note, the RPA mount can also be used for mounting to square poles by omitting the RPA adapter plate. Select the "MA" option to attach the luminaire to a 2 3/8" horizontal mast arm or the "IS" option for an adjustable slipfitter that mounts on a 2 3/8" OD tenon. The adjustable slipfitter has an integral junction box and offers easy installation. Can be tilted up to 90° above horizontal. Additional mountings are available including a wall bracket, adjustable tilt arm for direct-to-pole and wall and a surface conduit box for wall mount applications.

LISTINGS
CSA Certified to meet U.S. and Canadian standards. Suitable for wet locations. Rated for -40°C minimum ambient. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only. U.S. Patent No. D882, 146S

BUY AMERICAN
Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT.
Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

EXHIBIT C.41

LITHONIA LIGHTING

Catalog Number	SSS QS 20 4C DM19AS DDBXD
Notes	
Type	

FEATURES & SPECIFICATIONS

INTENDED USE — Only customers in USA are eligible for this program.

Square Straight Steel is a general purpose light pole for up to 25-foot mounting heights. This pole provides a robust yet cost effective option for mounting area lights and floodlights.

CONSTRUCTION —

Pole Shaft: The pole shaft is of uniform dimension and wall thickness and is made of a weldable-grade, hot-rolled, commercial-quality steel tubing with a minimum yield of 55 KSI (11-gauge, .12"), or 50 KSI (7-gauge, .18"). Shaft is one-piece with a full-length longitudinal high-frequency electric resistance weld. Uniformly square in cross-section with flat sides, small corner radii and excellent torsional qualities. Available shaft widths are 4" and 5".

Pole Top: A flush non-metallic black top cap is provided for all poles ordered without a tenon.

Handhole: A reinforced handhole with grounding provision is provided at 18" from the base on side A. Every handhole includes a cover and cover attachment hardware. The handhole has a nominal dimension of 2.5" x 5".

Base Cover: A color matched durable ABS plastic two-piece full base cover, is provided with each pole assembly.

Anchor Base/Bolts: Anchor base is fabricated from steel that meets ASTM A36 standards. Anchor bolts are manufactured to ASTM F1554 Standards grade 55, (55 KSI minimum yield strength and tensile strength of 75-95 KSI). Top threaded portion (nominal 12") is hot-dipped galvanized per ASTM A-153.

HARDWARE — All structural fasteners are high-strength galvanized carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

FINISH — Exterior parts are protected by a TGIC or Urethane polyester powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures superior adhesion as well as a minimum finish thickness of 3 mils. Extra durable standard powder-coat finishes include Dark Bronze, Black and Natural Aluminum colors.

INSTALLATION — Do not erect poles without having fixtures installed. Factory-supplied templates must be used when setting anchor bolts. Lithonia Lighting will not accept claim for incorrect anchorage placement due to failure to use Lithonia Lighting factory templates. If poles are stored outside, all protective wrapping must be removed immediately upon delivery to prevent finish damage. Lithonia Lighting is not responsible for the foundation design.

WARRANTY — 1-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

NOTE: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

SSS QS

SQUARE STRAIGHT STEEL – QUICK SHIP

ORDERING INFORMATION

Example: SSS QS 20 4C DM19AS DDBXD

SSS	QS					
Series	**Quick Ship**	**Pole Length (FT)**	**Nominal shaft size/wall thickness[1]**	**Mounting[2]**	**Finish**	**Options**
SSS	QS	10 — 10'	4C — 4" / 11 Gauge	Tenon mounting	DDBXD — Dark bronze	L/AB — Less anchor bolts (Include when anchor bolts are not provided)
		12 — 12'	4G — 4" / 7 Gauge	PT — Open top (includes top cap)	DBLXD — Black	
		14 — 14'	5C — 5" / 11 Gauge	T20 — 2-3/8" O.D. (2" NPS)	DNAXD — Natural aluminum	
		16 — 16'	5G — 5" / 7 Gauge			
		18 — 18'		DSX/RSX Drill mounting[3]		
		20 — 20'		DM19AS — 1 at 90°		
		25 — 25'		DM28AS — 2 at 180°		
				DM29AS — 2 at 90°		
				DM39AS — 3 at 90°		
				DM49AS — 4 at 90°		
				ESX Drill mounting[3]		
				DM19ESX — 1 at 90°		
				DM28ESX — 2 at 180°		
				DM29ESX — 2 at 90°		
				DM39ESX — 3 at 90°		
				DM49ESX — 4 at 90°		

Accessories: *Order as separate catalog number.*	
PL DT20	Plugs for ESX drillings
PL DT8	Plugs for DSX/RSX drillings

PROGRAM RULES:

1. Only options listed in the ordering tree are valid for the Quick Ship program.
2. Nomenclature must include "QS" after "SSS" to be qualified for Quick Ship. Example: SSS QS 20 4C DM19AS DDBXD
3. Total order quantity cannot exceed 10 poles.
4. Anchor bolts will be shipped separately.
5. Quick Ship orders cannot have "Not Before Date" or "Ship Date".
6. Quick ship orders cannot have standard pole lines.
7. All pole orders must include "Call Before Number" to avoid delays.

NOTES:

1. Wall thickness will be signified with a "C" (11 Gauge) or a "G" (7-Gauge) in nomenclature. "C" - 0.12" | "G" - 0.18".
2. PT open top poles include top cap. When ordering tenon mounting and drill mounting for the same pole, follow this example: DM28/T20. The combination includes a required extra handhole.
3. Refer to the luminaire spec sheet for the correct drilling template pattern and orientation compatibility.

EXHIBIT C.42

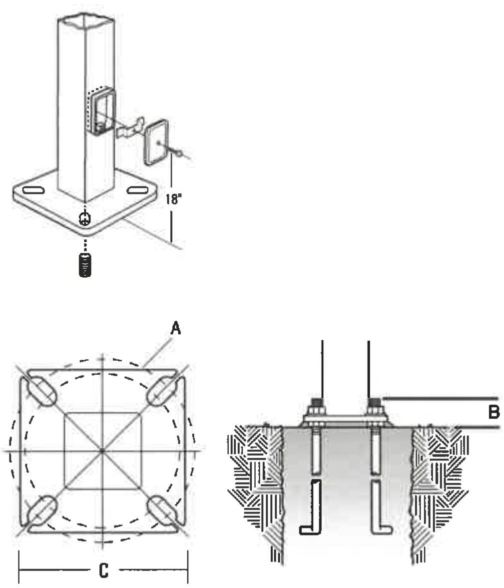
Square Straight Steel Poles – QUICK SHIP

TECHNICAL INFORMATION — EPA (ft^2) with 1.3 gust

Catalog Number	Nominal Shaft Length (ft.)	Pole Shaft Size (Base in. x Top in. x ft.)	Wall thick (in)	Gauge	EPA (ft^2) with 1.3 gust						Bolt circle (In)	Bolt size (in. x in. x in.)	Approximate ship weight (lbs.)
					80 MPH	Max. weight	90 MPH	Max. weight	100 MPH	Max. weight			
SSS QS 10 4C	10	4.0 x 10.0	0.1196	11	30.6	765	23.8	595	18.9	473	8–9	3/4 x 18 x 3	75
SSS QS 12 4C	12	4.0 x 12.0	0.1196	11	24.4	610	18.8	470	14.8	370	8–9	3/4 x 18 x 3	90
SSS QS 14 4C	14	4.0 x 14.0	0.1196	11	19.9	498	15.1	378	11.7	293	8–9	3/4 x 18 x 3	100
SSS QS 16 4C	16	4.0 x 16.0	0.1196	11	15.9	398	11.8	295	8.9	223	8–9	3/4 x 18 x 3	115
SSS QS 18 4C	18	4.0 x 18.0	0.1196	11	12.6	315	9.2	230	6.7	168	8–9	3/4 x 18 x 3	125
SSS QS 20 4C	20	4.0 x 20.0	0.1196	11	9.6	240	6.7	167	4.5	150	8–9	3/4 x 18 x 3	140
SSS QS 20 4G	20	4.0 x 20.0	0.1793	7	14	350	11	275	8	200	8–9	3/4 x 30 x 3	198
SSS QS 20 5C	20	5.0 x 20.0	0.1196	11	17.7	443	12.7	343	9.4	235	10–12	1 x 36 x 4	185
SSS QS 20 5G	20	5.0 x 20.0	0.1793	7	28.1	703	21.4	535	16.2	405	10–12	1 x 36 x 4	265
SSS QS 25 4C	25	4.0 x 25.0	0.1196	11	4.8	150	2.6	100	1	50	8–9	3/4 x 18 x 3	170
SSS QS 25 4G	25	4.0 x 25.0	0.1793	7	10.8	270	7.7	188	5.4	135	8–9	3/4 x 30 x 3	245
SSS QS 25 5C	25	5.0 x 25.0	0.1196	11	9.8	245	6.3	157	3.7	150	10–12	1 x 36 x 4	225
SSS QS 25 5G	25	5.0 x 25.0	0.1793	7	18.5	463	13.3	333	9.5	238	10–12	1 x 36 x 4	360

NOTE: * EPA values are based on ASCE 7-93 wind map.

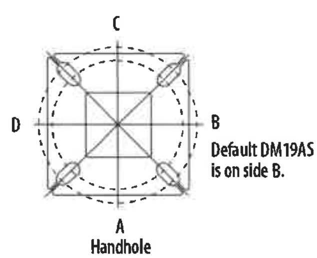
BASE DETAIL



POLE DATA

Shaft base size	Bolt circle A	Bolt projection B	Base diameter C	Base plate thickness	Anchor bolt and template number	Anchor bolt description
4"C	8" – 9"	3.25"- 3.75"	8"- 8.25"	0.75"	ABSSS-4C	3/4"x18"x3"
4"G	8" – 9"	3.38"- 3.75"	8"- 8.25"	0.875"	ABSSS-4G	3/4"x30"x3"
5"	10" – 12"	3.5"- 4"	11"	1"	ABSSS-5	1"x36"x4"

HANDHOLE ORIENTATION



IMPORTANT INSTALLATION NOTES:

- **Do not** erect poles without having fixtures installed.
- Factory-supplied templates must be used when setting anchor bolts. Lithonia Lighting will not accept claim for incorrect anchorage placement due to failure to use Lithonia Lighting factory templates.
- If poles are stored outside, all protective wrapping must be removed immediately upon delivery to prevent finish damage.
- Lithonia Lighting is not responsible for the foundation design.
- Bolt circles have +/- 1/2" tolerance.

CAUTION: These specifications are intended for general purposes only. Lithonia Lighting reserves the right to change material or design, without prior notice, in a continuing effort to upgrade its products.

EXHIBIT C.43

Project		Catalog #		Type	
Prepared by		Notes		Date	

HALO

HLB6

6" LED Lens Downlight with Remote Driver / Junction Box

Typical Applications

Residential

Interactive Menu

Product Certification

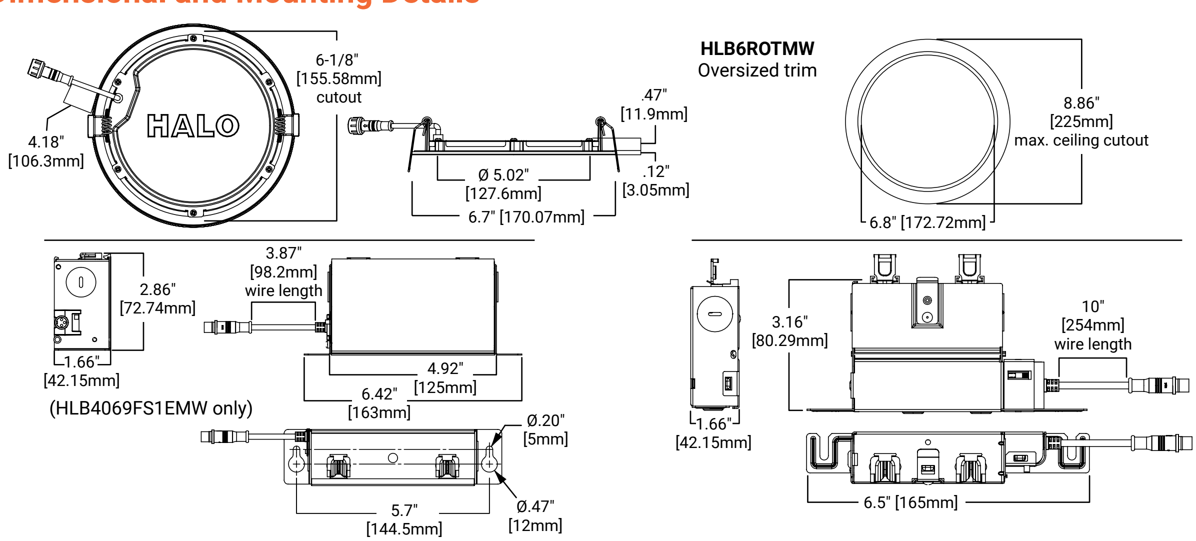
Refer to ENERGY STAR® Certified Products List.
Can be used to comply with California Title 24 High Efficacy requirements.
Certified to California Appliance Efficiency Database under JA8.

Product Features

Top Product Features

- Direct mount (does not require recessed housing or junction box)
- Delivers up to 1,150 lumens; Achieves L70 at 50,000 hours in IC and non-IC applications
- 2700K, 3000K, 3500K, 4000K and 5000K field selectable CCT; 3000K and 4000K fixed CCT
- 90 CRI (min), R9 50 and color accuracy within 4 SDCM
- Wet location listed for showers and protected ceilings; Available in 120V or 120-277V

Dimensional and Mounting Details



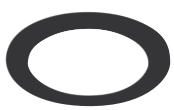
Order Information

SAMPLE ORDER NUMBER: **HLB6099FS1EMWR**

Models	Lumens	CRI / CCT	Driver	Finish	Packaging
HLB6 = 6-Inch LED lens downlight with remote driver / junction box	**09** = 900 lumens (nominal)	**930** = 90 CRI minimum, 3000K CCT **940** = 90 CRI minimum, 4000K CCT **9FS** = 90 CRI minimum, field selectable 2700K, 3000K, 3500K, 4000K or 5000K CCT	**1E** = 120V 60Hz, LE & TE phase cut 5% dimming **E010** = 120-277V, 0-10V 5% dimming (1)	**MW** = matte white flange	**R** = recyclable 4-color unit carton suitable for point of purchase merchandising display
Notes	**Notes**	**Notes**	**Notes** (1) E010 driver is only available in FS color temperature.	**Notes**	**Notes**

Accessories	
HL6RSMF = 6" round and square mounting frame **HLB6ROTMW** = 6" round oversized trim, 6.8" ID, 8.86" OD, matte white **Designer Trims** **HLB6RTRMMW** = 6" round decorative overlay, matte white **HLB6RTRMMB** = 6" round decorative overlay, matte black **HLB6RTRMSN** = 6" round decorative overlay, satin nickel **HLB6RTRMTBZ** = 6" round decorative overlay, tuscan bronze	**Extension Cable | Dedicated Driver/Jbox** **HLB06EC** – 6 ft. extension cable **HLB12EC** – 12 ft. extension cable **HLB20EC** – 20 ft. extension cable **Extension Cable | seleCCTable Driver/Jbox** **HLB06FSEC** – 6 ft. extension cable **HLB12FSEC** – 12 ft. extension cable **HLB20FSEC** – 20 ft. extension cable

HLB6RTRMMW
White (Paintable), Splay



HLB6RTRMMB
Matte Black, Splay

HLB6RTRMSN
Satin Nickel, Splay

HLB6RTRMTBZ
Tuscan Bronze, Splay

Product Specifications

Housing
- Die-cast aluminum mounting frame with integral flange provides passive thermal cooling
- Achieves L70 at 50,000 hours in IC and non-IC applications
- High impact diffuse lens provides shielding to the light guide minimizing pixilation

Gasket
- Closed cell gasket achieves restrictive airflow and wet location listing without additional gaskets or caulking

Optics
- Precision acrylic light guide organizes source flux into wide distribution with 1.4 spacing criteria, useful for general area illumination

LED Array
- Plurality of mid power LED's provides a uniform source with high efficiency and long life
- 90 CRI minimum; R9 greater than 50 provides high color rendering
- Fixed 3000K and 4000K CCT color temperatures; color accuracy within 3 SDCM
- Optional field selectable color temperature, select 2700K, 3000K, 3500K, 4000K or 5000K CCT; color accuracy within 4 SDCM
- Meets ENERGY STAR® color angular uniformity requirements; Deviation is less than 0.006 u' v'

Remote Driver/Junction Box
- Pre-galvanized steel driver/junction box with captive hinged junction box cover
- Listed for six #12 AWG 90° C splice conductors: two in, two out plus two ground
- Two 1/2" conduit pry-outs
- Two Slide-N-Side™ non-metallic (NM) wire traps allows wiring outside the box
- Accepts NM cable types: 14-2, 14-3, 12-2, 12-3 (U.S.) and 14-2, 14-3, 12-2 (Canadian)
- Three 4-port push wire nuts with clear caps for quick and reliable mains voltage connections
- Integral mounting holes facilitate direct mounting to building structure or mounting frame

Driver
- Available in 120V or 120-277V, providing noise free operation
- Continuous flicker-free dimming down to 5% with select dimmers
- Plenum rated inline electrical quick connect provides low voltage connection to fixture fitting, CMP/FT6 rated

Installation
- Can be installed in 1/2" to 1-1/4" thick ceilings
- Cutout utilizes standard round hole saw sizes; cutout template provided
- Heat treated springs hold fixture fitting securely in the ceiling eliminating light leak
- Housing is less than 1/2" thick and can span a 2" nominal framing member
- Can be removed from below the ceiling for service or replacement

Optical Mounting Frame
- Pre-galvanized steel mounting frame locates fixture fittings during electrical rough-in and provides cutout guidance for drywall contractor
- Provides attachment of remote driver/junction box

Compliance
- cULus Certified type IC suitable for direct contact with air permeable insulation
- Not recommended for use in direct contact with spray foam insulation (reference NEMA LSD57-2013)
- Wet location listed and IP44 ingress protection
- Airtight per ASTM-E283-04
- Suitable for use in clothes closets when installed in accordance with the NEC 410.16 spacing requirements
- EMI/RFI emissions per FCC 47CFR Part 15 consumer limits
- Contains no mercury or lead and RoHS compliant
- Photometric testing in accordance with IES LM-79-08
- Lumen maintenance projections in accordance with IES LM-80-08 and TM-21-11
- State of California Title 24 high efficacy
- LED compliance under JA8, reference Modernized Appliance Efficiency Database System (MAEDBS) for 2016 JA8 High Efficacy Lighting
- ENERGY STAR® certified (reference "Certified Light Fixtures" database)

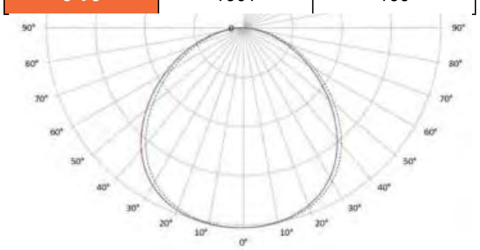
Warranty
- Five year limited warranty, consult website for details. www.cooperlighting.com/warranty

Energy Data

Lumens	900 Series
Input Voltage	120V
Input Current	132 (mA)
Input Power	13.8 (W)
Efficiency	74.1 (LPW)
Inrush (A)	2.1 A @ 14mS
THD	≤ 20%
PF	≥ 0.90
T Ambient	-30° - +40°C
Sound Rating	≤ 22 dba

Photometric Data

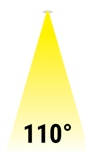
HLB6099FS1EMWR-3000K		
Luminaire lumens		1023
Input watts		13.8
LER (LPW)		74.1
Spacing Criteria	0-180	1.31
	90-270	1.31
	Diagonal	1.41
Beam angle (degrees)		112.2
Field angle (degrees)		161.3
Zonal lumen	Lumens	% Lumens
0-30	294	27.7
0-40	486	45.8
0-60	851	80.2
0-90	1061	100



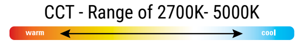
* Tested in accordance with IES LM63. Field results may vary.

Color Metric Summary - 3000K

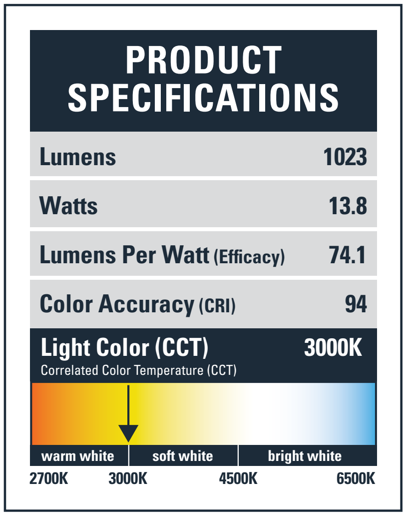
TM-30-15	Rf = 90.9
	Rg = 100.7
CRI/CIE	Ra = 94.1
	R9 = 68.5



CCT - Range of 2700K- 5000K



Product Specifications

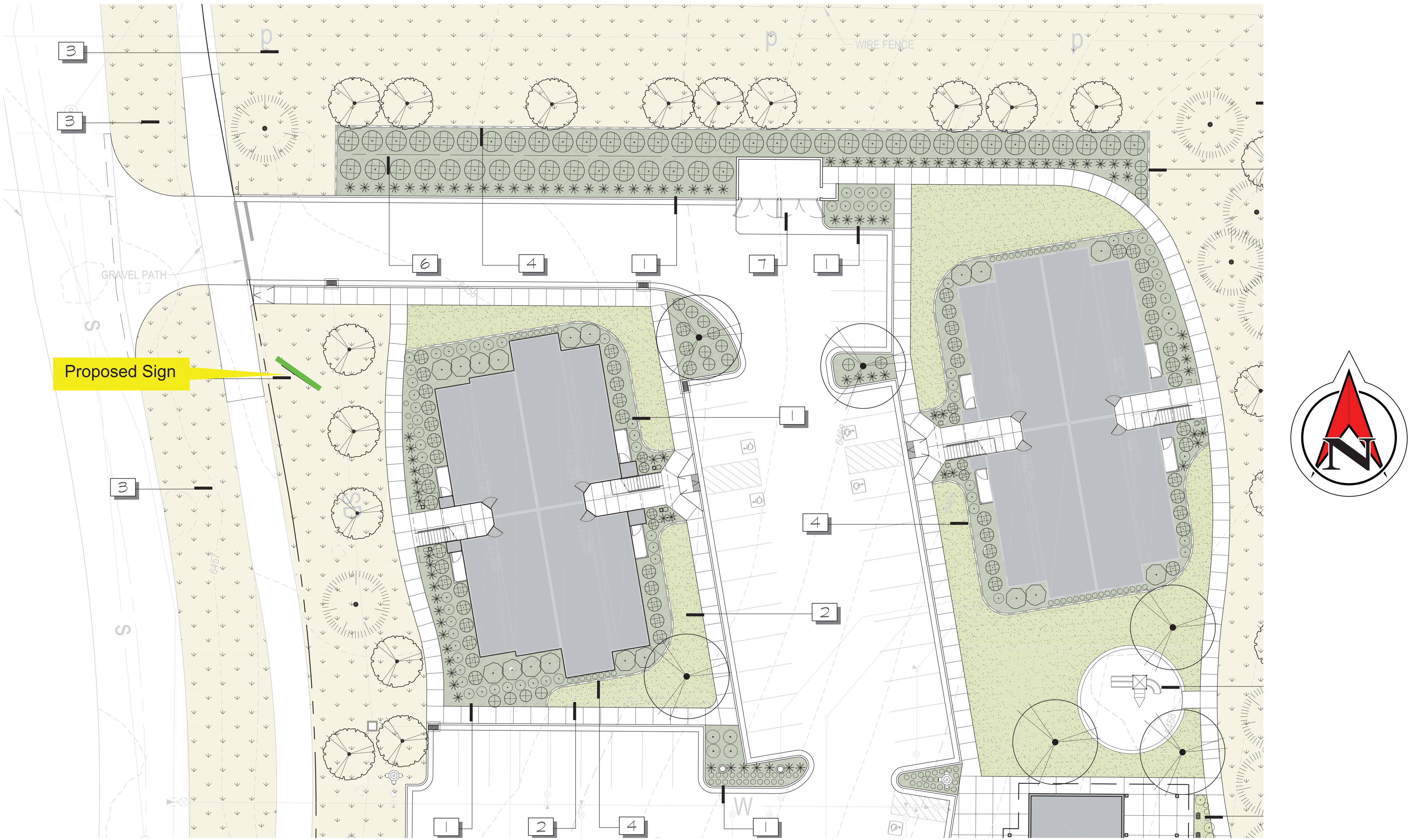


HLB6 6-inch	CCT	Lumens	Power (W)	LPW
Fixed CCT	3000K	992.3	13.6	73.4
	4000K	1057.7	13.6	78.0
Field Selectable CCT	2700K	989	13.7	72.2
	3000K	1023	13.8	74.1
	3500K	1060	13.8	76.8
	4000K	1096	13.8	79.4
	5000K	1141	13.7	83.3

Cooper Lighting Solutions
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
www.cooperlighting.com

SITE PLAN

EXHIBIT C.46



Client: Liberty Ranch
Address: Address PARK CITY
File Name: Liberty Ranch - Park City - Monument Sign - 8-25-22

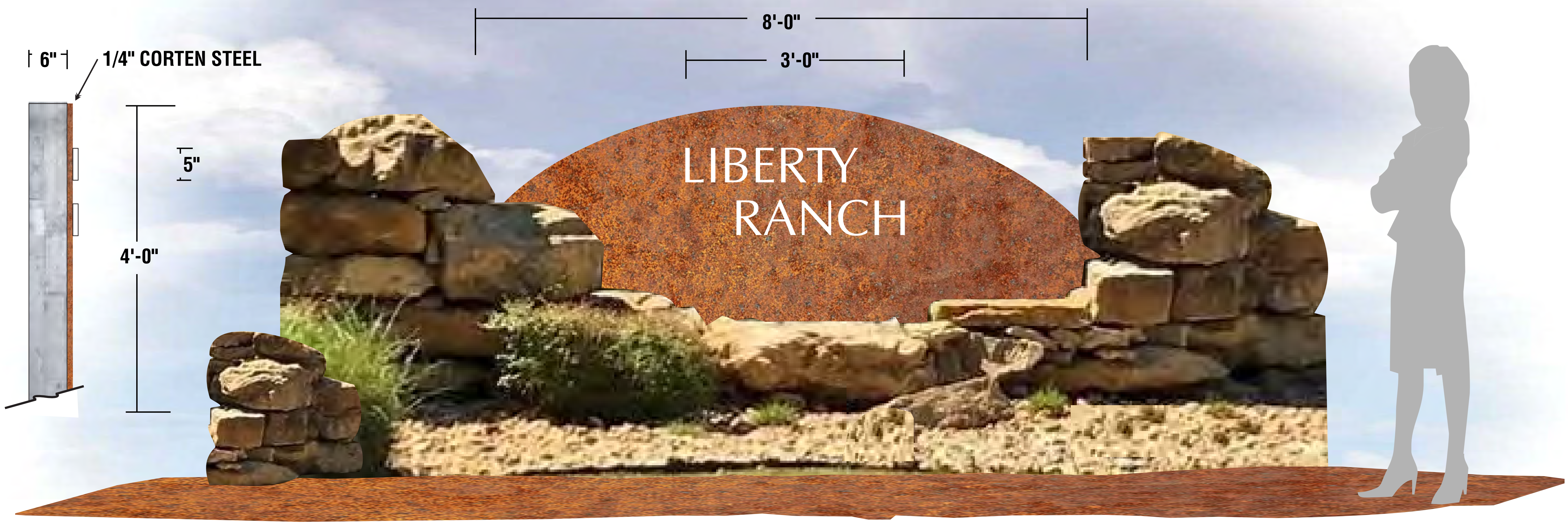
SALES APPROVAL:
Designer:
Sales: GEOFF

SURVEY: NAME & DATE
PERMIT: DATE

CONTACT: NAME
PHONE: ###
EMAIL: email
CUSTOMER APPROVAL: ______

MONUMENT DISPLAY : OPTION 1

MANUF. & INSTALL NON/ILLUM S/F MONUMENT
- FACES: CORTEN STEEL
- COPY TO BE LASER CUT OUT OF 1/4" STEEL PAINTED WHITE
- INSTALL IN LANDSCAPED AREA



ALLIED ELECTRIC SIGN & Awning

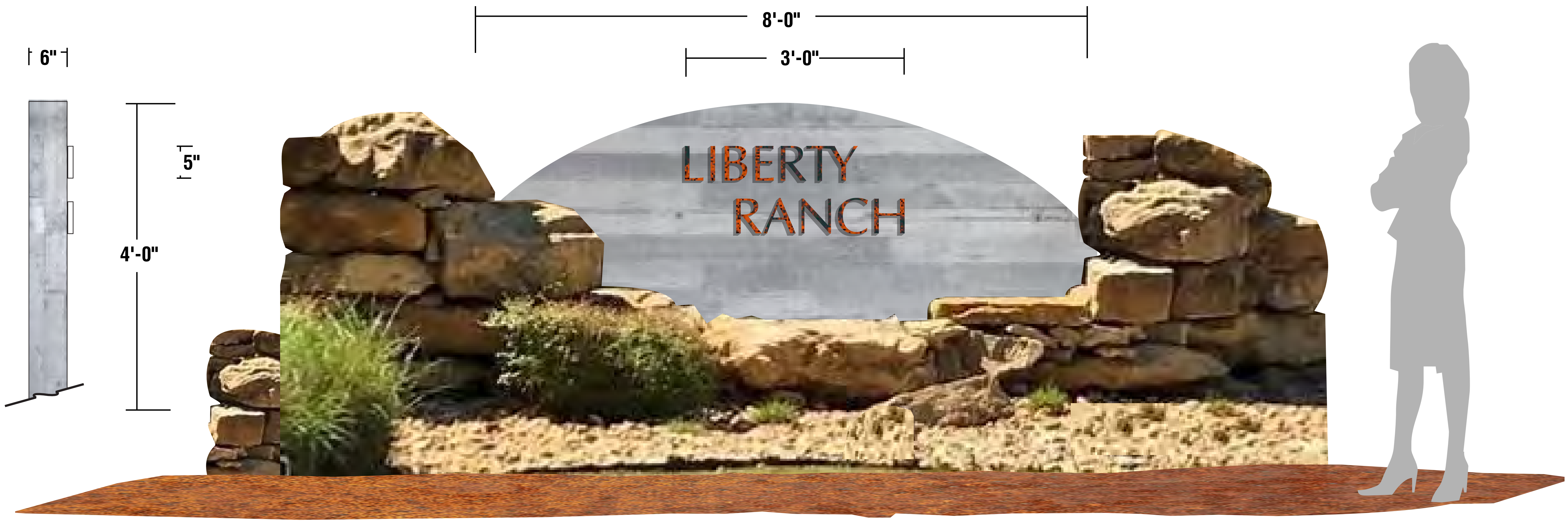
BACKED BY OUR 5 YEAR L.E.D WARRANTY

Client: Liberty Ranch Address: Address PARK CITY File Name: Liberty Ranch - Park City - Monument Sign - 8-25-22	SALES APPROVAL: Designer: Sales: GEOFF	SURVEY: NAME & DATE PERMIT: DATE	CONTACT: NAME PHONE: ### EMAIL: email CUSTOMER APPROVAL:

www.allied-sign.com Follow us on

MONUMENT DISPLAY : OPTION 2

MANUF. & INSTALL NON/ILLUM S/F MONUMENT
- FACES: STAINED OR STAMPED CONCRETE
- COPY TO BE LASER CUT OUT OF CORTEN STEEL 1/4" STEEL
- INSTALL IN LANDSCAPED AREA



Client: Liberty Ranch Address: Address PARK CITY File Name: Liberty Ranch - Park City - Monument Sign - 8-25-22	SALES APPROVAL: Designer: Sales: GEOFF	SURVEY: NAME & DATE PERMIT: DATE	CONTACT: NAME PHONE: ### EMAIL: email CUSTOMER APPROVAL:

EXHIBIT D

COWBOY
PARTNERS

6440 So. Wasatch Blvd.
Suite 100
Salt Lake City, UT 84121
Tel: (801) 424-4400
Fax: (801) 424-4460

July 27, 2022

Summit County Community Development
Attn: Amir Caus
P.O. Box 128
60 North Main
Coalville, UT 84017
P: (435) 336-3117
acaus@summitcounty.org

RE: Narrative regarding Property Management Liberty Ranch at Star Point

Mr. Caus:

Cowboy Properties, a sister company to Cowboy Partners, will be managing Liberty Ranch at Star Point on behalf the community's partners and developers, Cowboy Partners and Promontory. Cowboy Properties has deep experience – spanning decades and thousands of units – managing a broad range of residential communities, including Summit County properties. Most of these residential communities include an affordable and workforce component. Liberty Ranch will operate with two direct employees – a maintenance supervisor onsite during business hours and a leasing manager onsite part-time.

Behind the on-site employees are a team of portfolio leaders, compliance managers, finance and accounting controllers, and executives charged with making sure Cowboy Properties-managed communities are best-in-class in their property management. Cowboy Properties and Cowboy Partners have worked together to ensure that the site has been designed with resident experience, design quality, circulation, accessible design, snow removal, waste disposal, mail and package delivery, operational and maintenance resilience and transportation access in mind. Cowboy Partners and Promontory, through their entities, will remain involved in ownership and oversight as the Cowboy Properties takes over day-to-day management of the community. Cowboy Partners will act as the manager supervising the project for ownership. Please let me know if you have any questions.

Sincerely,

Chris Zarek

Chris Zarek
Cowboy Partners

EXHIBIT E.1

Amended and Restated

Promontory Specially Planned Area ("SPA") Employee Housing Plan

THIS AMENDED AND RESTATED PROMONTORY SPECIALLY PLANNED AREA EMPLOYEE HOUSING PLAN ("Plan") is made and entered into as of the date of the last signature below (the "Effective Date") by South Point Utah Development, LLC and Promontory Development, LLC (together "Developer") and Summit County, a political subdivision of the State of Utah (the "County"). Collectively, Developer and the County are referred to as the "Parties" and singularly may be referred to as a "Party."

A. On or about January 2, 2001, Developer's predecessor in interest entered into that certain Development Agreement for the Promontory Specially Planned Area which included certain Employee Housing obligations within the Promontory Specially Planned Area ("SPA"). The Development Agreement was recorded as Entry No.583272 (Book 1355 Pages 1154-1247) in the Office of the Summit County Recorder, and has been amended from time to time (the "Development Agreement" or "DA").

B. The DA, Section 4.8.4.1.1 requires the Developer to provide for thirty-seven (37) employee housing units ("Employee Housing Units") consisting of eighty-two (82) bedrooms.

C. On or about April 5, 2019, Developer and the County agreed to the Promontory SPA Employee Housing Plan ("Employee Housing Plan") governing the construction and operation of the required Employee Housing Units, which required, among other items, the construction of seven (7) Employee Housing Units by approximately April 5, 2021, and setting forth priorities with respect to those who may live in the Employee Housing Units and that the housing be deed restricted in a manner approved by the County Attorney. These restrictions and priorities were developed and executed by the parties and recorded against the property underlying the Employee Housing Units as Entry No.1138263 (Book 2588, starting at Page 1130) in the Office of the Summit County Recorder.

D. On or about November 23, 2020, Developer and the County entered into the First Amendment to Employee Housing Agreement (the "Amendment") to modify the timing for the completion of the seven (7) Employee Housing Units contemplated by the Employee Housing Plan.

E. As of the Effective Date, the Developer has completed nine (9) of the required thirty-seven (37) Employee Housing Units contemplated in the Development Agreement.

F. Developer has requested to modify the number of Employee Housing Units and associated bedrooms because, based on its understanding of the demand for employee housing, studios and one bedrooms are in greater need than larger apartments. In order to meet the minimum number of bedrooms, the maximum number of Employee Housing Units must increase.

Developer proposes establishing a minimum of thirty-seven (37) Employee Housing Units consisting of eighty-two (82) bedrooms and a maximum of forty-nine (49) Employee Housing Units consisting of up to eighty-five (85) bedrooms to allow Developer flexibility in design, ensure compliance with the Development Agreement, and limit residential density.

G. This Plan is meant to replace in its entirety the original Employee Housing Plan as well as its First Amendment

Approval of this Plan is deemed to be in compliance with all Development Agreement requirements and where there is a conflict between the provisions of this Plan and the Development Agreements, this Plan shall control and shall be deemed an administrative amendment to the Development Agreements. Where this Plan is silent as to a specific issue or is ambiguous as to its reading, the provisions of the Development Agreements shall control. Developer proposes to construct the remaining Employee Housing Units as follows:

Siting Standards (DA 4.8.4.1.1)	
Location	Developer shall locate, plan, and commence construction of the Employee Housing Units at a location either within or outside of the Promontory SPA. If located outside the SPA, the Employee Housing Units must be new deed restricted workforce housing units and not the purchase of existing deed restricted workforce housing units already approved or built within Summit County. Developer will specify the location in an application for subdivision plat and final site plan approval. Approval of a subdivision plat and final site plan serves as location approval by Summit County under the Development Agreement.
Creation of high-quality sense of community	The Employee Housing Units in any phase within the SPA will be located in such a manner as to create a high-quality sense of community for those employee households. Employee Housing Units outside of the SPA, if any, will be located with other residential housing approved for the community where such employee housing will be located.
Access to employment generators and transit	If in the SPA, Employee Housing Units will be located near an entrance to the SPA and will provide reasonable access to any available public transit and to any available South Summit School District bus stops. If located outside the SPA, the Employee Housing Units will be located in a community as close to the SPA as can be achieved based upon Summit County's community development approvals and available building sites and will provide reasonable access to any available public transit serving that community.
Schedule for Employee Housing Units (DA 4.8.4.1.2)	
Employee Housing Units Requirements	a. Employee Housing Unit and Bedroom Mix. To meet the requirement of the Development Agreement and provide

and Reasonable time schedule that correlates to construction of employment generators	flexibility in design and future modifications, Developer may provide up to forty-nine (49) Employee Housing Units consisting of up to eighty-five (85) bedrooms but must, at minimum, provide thirty-seven (37) Employee Housing Units consisting of eighty-two (82) bedrooms. The Developer's requests for any additional employee housing density beyond the maximum set forth herein may be approved as a substantial amendment to the Development Agreement. b. Timing. As of the Effective Date of this Plan, Developer has completed nine (9) Employee Housing Units. Developer must complete at least 37 Employee Housing Units consisting of at least 82 bedrooms by March 31, 2024. Force Majeure. Developer shall be deemed in compliance with the timing elements of this Plan as long as building permit applications have been submitted to the appropriate county offices within the above timeframes and the Developer proceeds with reasonable diligence to obtain a certificate of occupancy within 360 days of the issuance of the building permit.
Specific Plan Elements (DA 4.8.4.1.3; 4.8.4.2)	
Construction and ownership of the Employee Housing Units	Developer may self-perform or may enter into land sale agreements with others, including one or more not-for-profit entities (with the consent of the County, which consent shall not be unreasonably withheld), on mutually acceptable terms providing for the construction of Employee Housing Units and other housing units, which may include market rate units. Employee Housing Units may be owned by the not-for-profit or other entities and made available for rental or sale to qualified employees in accordance with the standards described below. Those units constituting Employee Housing Units shall be designated in writing by the Developer or other operator of such housing. Developer reserves the right to have some of the Employee Housing Units constructed, owned, and/or managed by owners or tenants of commercial properties in order to better align Developer's employee housing to the needs of Promontory SPA employment generators.
Deed restrictions on use; rules and regulations regarding occupancy	Deed restrictions shall be executed and recorded against all Employee Housing Units. The form of the deed restriction shall be approved by the County. Deed Restrictions have already been executed and recorded against seven (7) Employee Housing Units (Entry No.1138263, Book 2588 starting at Page 1130 in the Office of the Summit County Recorder). Deed restrictions will require occupancy by households meeting the employment and income

	qualifications and priorities described herein. Except under circumstances where there is an unanticipated short term need to temporary housing, leases shall be for a period of not less than ninety (90) days and up to one (1) year to avoid use of the Employee Housing Units as nightly rentals. Leases shall include an obligation to vacate the Employee Housing Units at the end of an annual lease if the occupant no longer meets employment qualifications or household income exceeds 100% AMI (based on a 4 person household regardless of actual family size). The deed restrictions shall be consistent with Attachment B as modified by the employment and income qualifications and priorities described herein.
Maintenance obligations and maintenance funding	Maintenance and maintenance funding obligations shall be retained by the owners of the Employee Housing Units, subject to such maintenance obligations as are customarily imposed on tenants in residential leases.
Monitoring	To the extent that some or all of the Employee Housing Units are rental units,_the Developer or third-party operator shall provide to the County a digital file of its monthly rent roll in a format generally as depicted in Attachment A, approximately twice annually.
Periodic Review	The Parties shall review this Plan at least once every three (3) years.
Affordable rent targets (See Table 1)	Employee Housing Units may consist of dormitory space, studio, one, two, and three bedroom units. Employee Housing Units will be deed-restricted to be priced for rental rates, including utilities, equal to 30% of the gross monthly income of a one-person household (studio units), two-person household (one bedroom units), three-person household (two-bedroom units) or four-person household (three-bedroom units) earning 50%, 60%, 70% or 80% of Summit County Area Median Income ("AMI"). A dormitory unit may be priced for rental rates under the preceding sentence as .8 of a one-person household under any of the AMI levels. The specific income percentage and rental target applicable to an Employee Housing Unit will be established in writing by its t owner or operator before occupancy of the Employee Housing Unit. Subject to complying with the employment and occupancy priorities specified herein, an Employee Housing Unit may be rented to any household, regardless of household size, with household gross annual income at or less than the percentage of Summit County AMI designated for such unit. Developer shall receive credit as follows: Credit for one (1) Employee Housing Unit and the number of each Employee Housing Units' associated bedrooms constructed for each

	studio, one- bedroom, two-bedroom or three-bedroom unit occupied and deed restricted as employee housing. Credit for one (1) Employee Housing Unit and one (1) bedroom for each two (2) dormitory units occupied and deed restricted as employee housing.
Employee Housing Unit sizes	Employee Housing Unit sizes will be determined by the Developer or housing owner according to the following minimum sizes: • Dormitory Unit: 275 square feet. • Studio Unit: 400 square feet. • One Bedroom Unit: 650 square feet. • Two Bedroom Unit: 900 square feet. • Three Bedroom Unit: 1,150 square feet.
Quality of construction	Employee Housing Units will be constructed to condominium, multifamily, townhome or dormitory construction standards as set forth in the International Building Code adopted by the State of Utah. The Developer or owner will comply with any exterior architectural guidelines, landscaping requirements, and requirements of any applicable design review process, as approved by the Parties.
General layout	The configuration, size and mix of the Employee Housing Units in condominium, multifamily, townhome or dormitory structures will be determined by the Developer or owner in accordance with the unit sizes set forth in this Plan and as approved by the County as part of the subdivision plat and final site plan approval process.
Occupancy Priorities (DA 4.8.4.1.4)	
Priority for employees working within the Promontory SPA	1) The first priority for occupancy of the Employee Housing Units will be for households meeting AMI gross income requirements that include at least one (1) person employed full time (30 or more hours) in the Promontory SPA. 2) The second priority will be for other households meeting AMI gross income requirements that include at least one (1) part-time worker (less than 30 hours) employed within the Promontory SPA.
Lower priorities will be established to assure that Employee Housing Units are reserved for employees working full time in Summit County if not filled by households with higher priorities.	Lower priorities after households with full-time or part-time employees within the Promontory SPA (priorities 1 and 2 are listed above) will include households meeting AMI gross income requirements with at least one full-time worker: 3) employed as a teacher, public safety officer, fire fighter or other public employee serving in unincorporated Summit County; 4) employed within the Eastern Summit County Planning District boundaries; 5) employed in unincorporated Snyderville Basin; and 6) employed elsewhere in Summit County.

Table 1: Calculations of Gross Income and Monthly Rental Targets by Unit Type (based on 2021 AMI percentages and as amended annually by HUD)

Income Target	80% AMI	70% AMI	60% AMI	50% AMI
Sample Unit Type				
Sample 3 Bedroom (4-person households, 100% AMI = $120,800):				
Monthly Rental Rate (incl. utilities)	$ 2,390	$ 2,091.25	$ 1,792.50	$ 1,493.75
Gross Household Income Limit	$ 95,600	$ $83,650	$ 71,700	$ 59,750
Sample 2 Bedroom (3-person households, 100% AMI = $108,771)				
Monthly Rental Rate (incl. utilities)	$ 2,152	$ 1,883	$ 1,614	$ 1,345,
Gross Household Income Limit	$ 86,080	$ 75,320	$ 64,560	$ 53,800
Sample 1 Bedroom (2-person households, 100% AMI = $96,640):				
Monthly Rental Rate (incl. utilities)	$ 1,912	$ 1,673	$ 1,434	$ 1,195
Gross Household Income Limit	$76,480	$66,920	$57,360	$47,800
Sample Studio* (1-person households, 100% AMI = $84,611):				
Monthly Rental Rate (incl. utilities)	$ 1,674	$ 1,464.75	$ 1,255.50	$ 1,046.25
Gross Household Income Limit	$66,960	$58,590	$50,220	$41,850

*Dormitory rooms may be charged monthly rentals based on eight-tenths (.8) of a one-person household.

Signature Page to Follow

EXHIBIT E.7

SOUTH POINT UTAH DEVELOPMENT, LLC

____

F. Francis Najafi, Managing Partner

DATED: ____________________

SUMMIT COUNTY, UTAH

Thomas C. Fisher
County Manager

DATED: 6/13/2022

Approved as to form:

David L. Thomas

David L. Thomas
Chief Civil Deputy

PROMONTORY DEVELOPMENT, LLC

____

Kelli S. Brown, General Manager

DATED: ____________________

Promontory Development, LLC, executes this Plan for purposes of consenting to the administrative amendment to the Promontory Specially Planned Area Development Agreement and solely to acknowledge that the Employee Housing Units identified above may be constructed on property owned or controlled by Promontory Development, LLC, that it will not unreasonably withhold its consent to construct the Employee Housing Units, and for no other purposes.

EXHIBIT E.8

DEVELOPER: Promontory Development, LLC

Kelli S. Brown

Kelli S. Brown, General Manager

6/20/2022

Date

STATE OF UTAH)
)ss:
COUNTY OF SUMMIT)

On this 20th day of June, 2022, personally appeared before me Kelli S. Brown, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn, did say that she is the General Manager, of Promontory Development, LLC, and that said document was signed by her in behalf of said Company by Authority of its Operating Agreement or Resolution, and said Kelli S. Brown acknowledged to me that Promontory Development, LLC executed the same.

Notary Public

SUZANNE E WATKINS
Notary Public - State of Utah
Comm. No. 716410
My Commission Expires on
Feb 20, 2025

DEVELOPER: South Point Utah Development, LLC

F. Francis Najafi, Managing Partner

Date 6/16/2022

STATE OF UTAH)
)ss:
COUNTY OF SUMMIT)

On this 16th day of June, 2022, personally appeared before me F. Francis Najafi, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn, did say that he is the Managing Partner, of South Point Utah Development, LLC, and that said document was signed by him in behalf of said Company by Authority of its Operating Agreement or Resolution, and said F. Francis Najafi acknowledged to me South Point Utah Development, LLC executed the same.

Notary Public

SUZANNE E WATKINS
Notary Public - State of Utah
Comm. No. 716410
My Commission Expires on
Feb 20, 2025

Attachment A

Ownership and Operation of Employee Housing: Construction, ownership and operation arrangements may vary. Developer may self-perform or may enter into arrangements with one or more not-for-profit or for-profit operators providing for the construction and/or ownership and operation of employee housing. The operator in control of each employee housing unit (whether an outside entity or the Developer, the "Operator") will make the unit available for rental to qualified employees in accordance with the standards described below.

Procedures for Implementing Occupancy Priorities: Developer or the Operator designated by Developer to operate the following-described registration system, will create and administer a system for the registration, notification, and validation of the employment and household income of any person interested in leasing an employee housing unit. Not less than 30 days prior to the commencement of employee housing leasing, Developer or its designated Operator will advertise the availability of the employee housing and solicit registrations and employment and household income verifications from interested persons meeting the employment priorities and household income targets for occupancy; any person submitting employment and income documentation confirming qualifications to occupy an employee housing unit is a "Registered Employee." Evidence of employment may include, employer verification, written employment offers with work commencement dates within the following 90 days, evidence of part-time or seasonal positions, and evidence of bona fide self-employment or home occupations presently conducted in Summit County and appropriate documents to verify household income. From time to time thereafter and at any time Developer or its designated Operator does not have at least one Registered Employee in at least two of the occupancy priority categories, Developer or its designated Operator will re-advertise the availability of employee housing and solicit additional registrations. At the time of any offering of any employee housing units for lease, Developer or its designated Operator will provide a list of all Registered Employees to an Operator of an available unit; in turn, that Operator will give notice of a leasing opportunity to all Registered Employees by email, text message or other method preferred by the registrant and will provide not less than 10 days for Registered Employees to confirm their respective qualifications for occupancy and their respective interest in leasing the available unit (a Registered Employee who makes such confirmations is an "Interested Tenant"). Thereafter, the Operator of the unit shall lease the unit to an Interested Tenant in the first priority or, if there is no such Interested Tenant, to an Interested Tenant in the next highest level of priority where there is an Interested Tenant. In the event there is no Interested Tenant, the unit may be leased for not more than 6 months to a tenant that is not income or employment qualified and will be reoffered to Registered Employees at the end of that period of occupancy. Each Operator of a unit shall keep records of the evidence of compliance with the notification requirement, responses and Interested Tenants for each of the leasing opportunities and make that information available upon request to the Developer, its designated Operator of the registration system and the County.

<u>Change in Income or Employment Status</u>. If a qualified tenant terminates employment providing a priority opportunity to occupy an employee housing unit or is no longer qualified to occupy the unit based on household income, that tenant may continue to occupy the employee housing unit through the end of the current lease term. If there are no other Registered Employees after advertising for additional qualified employees at least 60 days before the end of the lease term or in the event that undue hardship would be imposed on the tenant, the lease may be extended for a term of not more than 6 months.

<u>Maintenance and Repair Responsibilities:</u> Each Operator will provide such maintenance, repair and replacement of common areas, and common features of multifamily or attached employee housing units, including foundation, roof and other structural features, as is typical in such projects in the Park City area. Each Operator will provide a plan for maintenance and maintenance funding upon the request of the County. Subject to the foregoing obligation of an Operator, each tenant will be obligated under each lease to maintain the employee housing unit in good, safe, and habitable condition in all respects, except for normal wear and tear, and in full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the unit. Each tenant will be obligated to repair at tenant's expense all damage caused by tenant and remedy all conditions in violation of the standards in the preceding sentence.

<u>Restrictions, Rules and Regulations</u>: A summary of the provisions of the Employee Housing Plan including this Attachment A will be included in recordable deed restrictions or contract/lease restrictions enforceable by the County or its designated housing enforcement agent for a period of sixty (60) years. Rules and regulations for tenants consistent with the above employee housing standards will be established by the Operators of the employee housing units. To the extent that the Employee Housing Units are built within an existing home owners association, such additional or supplemental governing documents may be established to provide for appropriate ownership and rental regulation.

EXHIBIT E.11

ATTACHMENT B

Name of Tenant	Unit Number	Number of Bedrooms	Occupancy No. of People/Credit	AIM Qualifyng Income	Tenant Income	Actual Tenant Income	Max Permitted Rent Inlcuding Utilities	Maximum Permitted Rent	Actual Rent	Lease Term	Name of Employer	Location	Lease Expire

EXHIBIT F.1

June 10, 2022

VIA EMAIL (acaus@summitcounty.org)
Mr. Amir Caus
Summit County Planning Department
60 N Main Street
Coalville, UT 84017

Re: Liberty Ranch at Star Point Employee Housing Subdivision & Final Site Plan

Dear Mr. Caus:

The Promontory Architectural Review Committee reviewed and approved the proposed plat and final site plan for the Liberty Ranch at Star Point Subdivision and the Conservancy approves the Subdivision and will accept the dedications and will extend applicable duties and obligations under the Promontory Covenants, Conditions, and Restrictions as well as any duties under the Development Agreement.

Employee housing is a separate density type that is not Resort Unit or Resort Residential. The original planning matrix does not allocate the employee housing unit density to any specifically mapped area. It is instead stated under the overall "Promontory Totals" section for allocation somewhere in the SPA.

Section 4.8.4 of the Development Agreement is the genesis for the employee housing requirement and it originally stated the location of the employee housing would be in "Resort Village, Resort Highlands, Middle Valley or South Pointe development areas at a location to be determined by Developer." None of the nine employee housing units currently built, and none of the proposed units are located in those areas. The nine current units are in the Equestrian area, and the proposed units are in the Mountain View area.

The location requirements were modified in 2020 with the adoption of the Promontory SPA Employee Housing Plan, which provided the following Siting Standards:

> Developer shall locate, plan, and commence construction of Employee Housing units at a location either within or outside of the Promontory SPA. If located outside the SPA, the units must be located in close proximity to the SPA and be new deed restricted workforce housing units and not the purchase of existing deed restricted workforce housing units already approved or built within Summit County. Developer will specify the location in an application for subdivision plat and final site plan approval. Approval of a subdivision plat and final site plan serves as location approval by Summit County under the Development Agreement.

The location appears to best meet all of the other requirements in the Development Agreement for employee housing: "In all instances, employee housing should have easy access (walking, bicycling, and internal resort transit) to Resort employment generators and provide for reasonable access to South Summit School District bus stops at the Community gates (i.e.; shuttle transit bus)." The employee shuttle currently runs from the Equestrian parking lot up to The Village. The South Summit School parcels are

EXHIBIT F.2

immediately east of the proposed location. The Architectural Review Committee paid attention to the exterior design to help ensure that these structures generally match the surrounding community. Although not required, the Committee also paid attention to the size, massing and location of the buildings on the parcel such that the employee housing would rationally resemble the placement of a single family home on a one acre building parcel similar to the surrounding community.

Sincerely,

Shawn Potter

Shawn Potter, Executive Director
Promontory Conservancy, Inc.

EXHIBIT G.1

From: Marion Wohlrab
To: Amir Caus
Subject: Liberty Ranch/Promontory Employee Housing
Date: Monday, August 22, 2022 3:11:09 PM

Dear Mr. Caus,

I am writing to you with concerns in regard to the planned Promontory Employee Housing project, Liberty Ranch. Planned right outside the gates of Promontory. (County meeting agenda 9/1/22)

The proposed parcel is a long time refugee for a herd of elk coming down from Promontory during the hard winter months. We have seen the heard annually for the past 6 years we live there. Besides elk, we have had a pair of red tail hawks nesting and raising their offspring for the last four years. Their nest is located right across from planned parcel. We also have sand hill cranes in very close proximity and coyotes.

As the development is planned for low income, employees, and short-term lease renters there will be plenty of challenges for the occupants.

- The closest public transportation point would be across the highway to my knowledge. Valley Transit is not available in the Silver Gate and Promontory area.
- Current traffic into the Promontory construction gate before 7am is backing up all the way close to the county jail. Most of the cars have their engine running while waiting. The development is expected to add an additional 80 cars which neither Silver Gate Road and Promontory road can accommodate.
- Air pollution right by the housing development from running cars in the morning awaiting the opening of the promontory construction gate.
- To my knowledge the city/county tries to integrate employee housing into the community. The way it's planned with the corresponding location does not make any integration possible. No easily accessible amenities are available within at least 5 miles. Closest supermarket would be Smith's.
- Children growing up there are in the Wasatch County school district and will have to travel to Kamas or Coalville. There is no school bus in this area available and projected occupants might not have the means of transportation and/or time and funds to get their kids to a school 20 miles away
- It also appears that the history of zoning of the site is not quite transparent.

I do understand and support the need for employee housing. As a relative of a Main Street business owner, I am and well aware of the employee shortage which is getting more and more challenging with not enough housing for employees.
Nevertheless, I do not believe that a development at the proposed site will fix any of the counties and cities housing problems.
Rather we will have a 'separated' employee housing project which will not be integrated in the community at all and occupants will have a hard time participating in community activities.

Thanks for your attention to this issue.

EXHIBIT G.2

Sincerely,

Marion

MARION WOHLRAB | Events & Membership Director

US SPEEDSKATING
5662 South Cougar Lane
Kearns, UT 84118
O 801-417-5363 **F** 801-417-5361
teamusa.org/usspeedskating

EXHIBIT G.3

From:	Karen K
To:	Amir Caus
Subject:	Liberty Ranch Development
Date:	Wednesday, August 24, 2022 6:29:25 AM

o: Eastern Summit County Planning Commission

Re: Liberty Ranch Development

Dear Planning Commission Members,

I am a newer resident of Silver Gate Ranches; we moved in a year ago. Since then we have been made aware of the Liberty Ranch Development that is being considered on the plot of land at the corner of the Promontory construction road and Silver Gate Rd.. It's my understanding that Promontory is required to provide employee housing per their development agreement, and that that agreement has changed over time iin order for Promontory to keep this housing out of their community as it was originally supposed to be.

Whereas, I do not have a problem with affordable or work force housing near me, this particular location and the size and scale of it in that location seems problematic, I have 3 main concerns.

First, it is my understanding that this development was to be zoned to be affordable housing ***for the Promontory workers***; I would assume landscapers, maintenance workers, house cleaners, chefs, etc. It appears that this will not be the case. This has become a profit oriented development in the hands of Cowboy Partners and as such, these units will be allowed to be rented to any person regardless of whether or not they work at Promontory. This does not meet the intent for which the housing agreement was designed, and if this is the case, why is it even on Promontory property?

Second, I feel the scale and size of these buildings will not fit in with the community surrounding them - single family homes in a quiet neighborhood. The original, approved agreement supported this development to be built within the community it serves - Promontory. There is already housing within the gates, near the equestrian center, and a large lot adjacent to it that would work perfectly for additional housing ***for Promontory workers.*** That location would be within the community they are serving and more in line with what the original agreement required.

And third, if these housing units will serve the general public, that means additional traffic in and out of Promontory Road and the corner of Silver Gate Rd. as those that live there drive to wherever it is they are employed outside the area. It is already an extremely unsafe area to ride bikes and run/walk with the incredible amount of construction and Promontory traffic. Add more worker traffic from this development and an already sketchy situation becomes even more dangerous.

This corner lot does not seem to be an appropriate area for a housing development of this size and scale, with added traffic and unregulated rentals. It will not fit with the existing community and should be reconsidered.

Your sincere consideration is appreciated.

Rich & Karen Kendall

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karenmillarkendallart.com
www.facebook.com/KMillarKendallArt
https://www.instagram.com/karenmillarkendallart/

EXHIBIT G.5

From:	Chris Buhl
To:	Amir Caus
Subject:	Liberty Ranch Proposal
Date:	Tuesday, August 23, 2022 12:55:26 PM

Dear Planning Commission

My name is Chris Buhl and I have been a homeowner in Silver Gate since 2017.

I was surprised to learn that adjacent to our home where a significant amount of wildlife passes through there will be 4 apartment buildings constructed.

Not only are we concerned with this but additionally we have concerns with such a drastic increase in traffic impacting our neighborhood bicyclists and walkers creating a more congested and accident prone roadway with so many cars in such a small space.

Having potential short term rentals next door is also like putting a hotel next door where many folks who are not committed to our community come and go.

We would respectfully ask that you please deny the request to build these apartments here and ask promontory to find a more suitable place.

Thanks so much for your consideration

Chris Buhl

6816 Mineral Loop
Park City UT 84098
435-647-6551

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EXHIBIT G.2

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Marion

MARION WOHLRAB | Events & Membership Director

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Thanks so much for your consideration

Chris Buhl

6816 Mineral Loop
Park City UT 84098
435-647-6551

EXHIBIT G.6

FabianVanCott

NICOLE M. DEFORGE
Direct Dial: 801.574.2620
NDEFORGE@FABIANVANCOTT.COM

August 25, 2022

VIA E-MAIL (acaus@summitcounty.org)

Amir Caus
Summit County Community Development
P.O. Box 128
60 North Main
Coalville, UT 84017

Re: Opposition to Land Use Application for Liberty Ranch at Star Point

Dear Planning Commissioners and Staff:

We are writing on behalf of a group of neighbors at Silver Gate Ranches in opposition to the pending land use application for Liberty Ranch at Star Point. Please include this letter as part of the public comments in the forthcoming staff report.

<u>Summary</u>

Section 1: The 2019 Employee Housing Plan (EHP) Was Not Approved in Accordance with the DA.

The 2019 Employee Housing Plan ("EHP") constituted a "substantial amendment" to the 2001 Promontory Specially Planned Area ("SPA") and Development Agreement ("DA"). As a substantive amendment, it was required to be approved by the Summit County Council in a public hearing. Instead, it was improperly treated as an administrative amendment and signed only by the County Manager. Because the EHP was not approved in accordance with the mandatory provisions of the DA, it is void as a matter of law.
(Please refer to Section 1 below for further detail.}

Section 2: Application Density Does Not Conform to Zoning Requirements.

The current application to build high-density, multi-family employee housing units on Parcel SS-51-C cannot be approved because the underlying zoning for the parcel does not permit such use and neither does the DA.
(Please refer to Section 2 below for further detail.)

Section 3: Application Does Not Meet DA or EHP Requirements or Intent.

- Because the EHP is void, the subject site does not comply with the DA requirements that the employee housing units be built within the Promontory gates.

- Even if the EHP were valid, which it is not, the subject site still does not comply with the DA or the EHP.
  - Section 4.8.4.1.1 of the DA states that the “employee housing community shall be integrated into the fabric of the Resort Community.” It further provides that “in all instances, employee housing should have easy access (walking, bicycling, and internal resort transit) to Resort employment generators and provide for reasonable access to South Summit School District bus stops at the Community gates (i.e., shuttle transit bus). The subject site is completely isolated from the Promontory community and has only the most limited access to Resort employment generators and does not provide reasonable access to South Summit School District school bus stops.
  - The EHP further requires that “[t]he Employee Housing units in any phase within the SPA will be located in such a manner as to create a high-quality sense of community for those employee households.” This location is the antithesis of a site that promotes a high-quality sense of community. It is entirely isolated from the adjacent residential housing.
- The proposed location reflects an almost total lack of access to essential services and transportation options for residents.
- Given the close proximity to heavily trafficked Promontory construction roads, safety of proposed Liberty Ranch residents and especially children is a serious concern *(Please refer to Section 3 below for further detail.)*

Section 1: The 2019 EHP Was Not Legally Approved

In the 2001 DA, Promontory accepted the requirement of building 37 workforce housing units (82 Bedrooms) within and fully integrated into the gated Promontory community. This Employee Housing Obligation was deemed to constitute a “major public amenity.” Yet, during the next 17 years, Promontory built only 2 units. Rather than complying with the plain language of the agreement, Promontory has repeatedly attempted to avoid the employee housing obligation of integrating workforce housing into their gated community.

in January 2019, Promontory sought to amend the DA in order to remove the requirement that the remaining employee housing units be built within the Promontory gates. Promontory claimed that these proposed changes did not constitute a “substantial amendment” under the DA and requested that they be designated as “administrative” instead. Section 6.9.1 of the DA states: “Any amendment to this Agreement that alters or modifies the Term of this Agreement, permitted uses, increased density or intensity of use, deletion of any major public amenity described herein, or provisions for reservation and dedication of land . . . shall be deemed a “Substantial Amendment” and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the Board of County Commissioners pursuant to the Equal Dignities Rule prior to the execution of such an amendment (emphasis added).”

Per the January 17, 2019 Planning Department staff report, the Community Development Director found that applicant’s requested amendment was not merely administrative and instead constituted a substantial amendment to the DA that required a public hearing and approval by the Eastern Summit County Planning Commission as well as a public hearing and recommendation by County Council. Per the January 17, 20119 Planning Commission public hearing minutes, the amendment was not approved. The applicant subsequently abandoned the application.

In March 2019, Promontory against sought to amend the DA in order to gain approval for its EHP. As with the January 2019 proposed amendment, the EHP remove the requirements that the remaining employee housing units be built within the Promontory gates. Without any discussion or analysis as to whether the EHP constitution a substantial amendment under the DA, the Planning Commission approved the EHP on March 21, 2019. But the EHP never went to the City Council. Instead, the EHP was signed by the County Manager on May 5, 2019.

This amendment significantly altered the Promontory Development Agreement, for example, by enabling the location of the employee housing outside of the Promontory gate, allowing short-term, 90-day rentals as well as the ability to rent to anyone employed anywhere in Summit County. Furthermore, to the extent that the EHP allows Promontory to build high-density, multi-family employee housing units on Parcel SS-51-C, as it now claims, it most certainly resulted in a change to the "permitted use" of that property and "an increased density or intensity of use." Like the amendments proposed in January 2019, the EHP constituted a "substantial amendment" to the DA and was not merely administrative. As a substantive amendment, the EHP was required to be reviewed by the Planning Commission and approved by the County Council following a public meeting. Because it was not, the approval violated the express terms of the DA and was void and of no legal effect

Because the 2019 EHP was not legally approved as a substantial amendment in accordance with the mandatory provisions of the DA, the current application to build an intense density, non-conforming rental complex on 3.5 acres of Parcel SS-51-C outside of the gated Promontory community does not comply with the DA. It must therefore be denied.

Section 2: Current Application Density Does Not Conform to Zoning Requirements

Even assuming the 2019 EHP had been properly approved, which it was not, the current application to build high-density, multi-family employee housing units on Parcel SS-51-C does not comply with the EHP, the SPA Agreement, or County ordinances.

The underlying zoning for Parcel SS-51-C under County ordinances is agricultural (AG-80) with base density of one unit per 80 acres and a minimum lot size of one acre. Therefore, unless the DA specifically permits high-density, multi-family housing units on this property, the application must be denied under existing County zoning.

Under the DA, Parcel SS-51-C is zoned for Resort Residential use with density ranging between .05 to 2/acre. The DA further provides that "Resort Residential is envisioned as a single-family residential category that is mainly comprised of second and third homes and will consist of a variety of custom home-sites and/or attached and detached high-end builder produced homes." Nowhere in any amendments to the DA were those usage and density restrictions ever revised.

Although the applicant claims that the 2019 EHP somehow amended the usage and density limitations of the DA, it does not. That document merely allows Promontory to build employee housing units outside of the gated Promontory community. Although the 2019 EHP states that the developer may "specify the location" on which it intends to build the employee housing, that provision does not give the developer carte blanche to ignore the underlying zoning or density requirements of the property. It must select property for which the zoning laws or DA allows high-density, multi-family housing. That is not the case with Parcel SS-51-C.

Because neither the underlying zoning nor the DA allow the high-density, multi-family housing proposed by the developer, the Liberty Ranch application cannot be approved.

Section 3: Application Does Not Meet Intent of the Employee Housing Obligation

The Liberty Ranch application also clearly does not comply with plain language or intent of the DA, the Eastern Summit County Plan, or the stated concerns of Summit County Council regarding other proposed affordable housing projects (most recently, the Pinebrook project).

Concern # 1 – Complete lack of integration into the fabric of the Promontory community

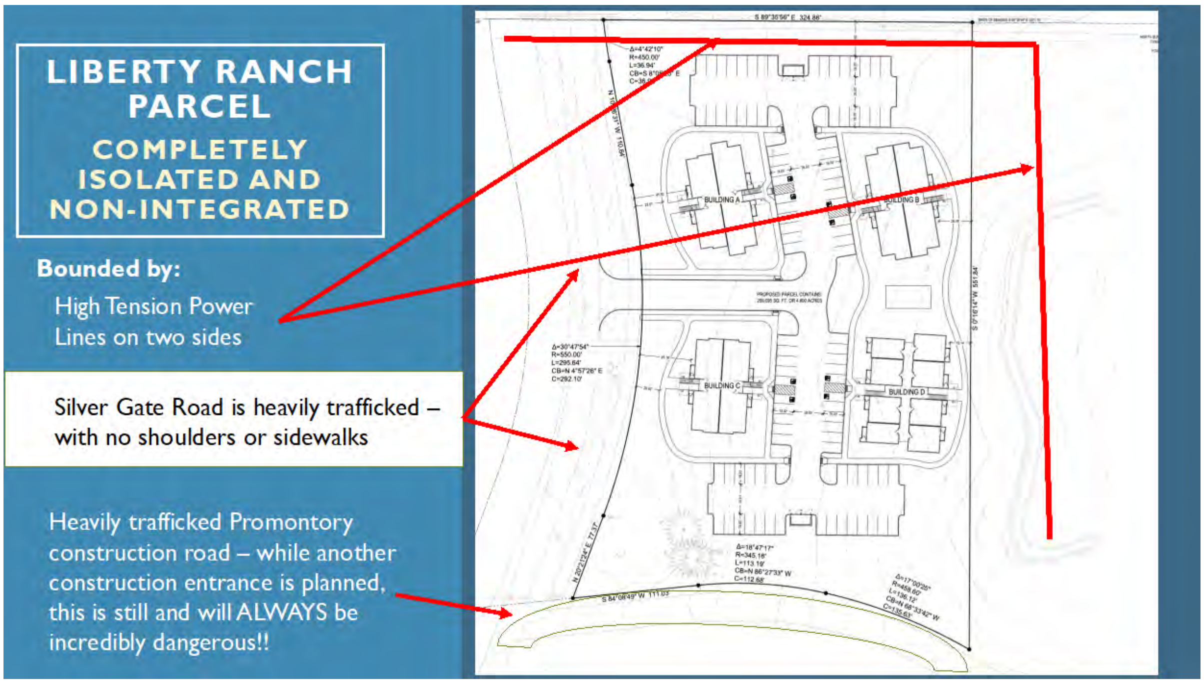
Promontory Development Agreement Section 4.8.4.1.1 states: *The Developer shall provide for thirty-seven (37) employee households consisting of 82 bedroom suites of employee housing sited within the Resort, not outside of the Community gates. The employee housing shall be clustered together in such a way as to create a high quality sense of community. <u>This employee housing community shall be integrated into the fabric of the Resort Community</u> and shall be located within either the Resort Village, Resort Highlands, Middle Valley or South Pointe development areas at a location to be determined by Developer. <u>In all instances, employee housing should have easy access (walking, bicycling, and internal resort transit) to Resort employment generators and provide for reasonable access to South Summit School District bus stops at the Community gates (i.e.; shuttle transit bus)</u>.*

The objectives of the DA were to fully integrate the workforce residing within the Promontory into the Promontory community and enable these workers and their families to benefit from the services available in Promontory. While the proposed site of Liberty Ranch is just outside the gates of the Promontory, this site is actually completely isolated from Promontory and, indeed, from any community.

- On one side of the proposed Liberty Ranch location is a small neighborhood of single-family homes on a private road and on the other side, the very exclusive, gated Promontory community of single-family homes with extensive amenities.

o The proposed Liberty Ranch location does not provide "easy access" by walking, bicycling and internal resort transit to Resort employment generators. Nor does it provide reasonable access to district stops and depends on intermittent shuttling to provide access.

o It is bounded by two highly trafficked construction roads with no sidewalks or bike paths.



Concern # 2 – Complete lack of high-quality sense of community with any other adjacent residential housing.

> The Promontory Specially Planned Area ("SPA") Employee Housing Plan (April 2019) Siting Standards (DA 4.8.4.1.1) specify that to create a high-quality sense of community: *The Employee Housing units in any phase within the SPA will <u>be located in such a manner as to create a high-quality sense of community for those employee households</u>. Employee Housing outside of the SPA, if any, will be located with other residential housing approved for the Community where such Employee Housing will be located.*

This location is the antithesis of a high-quality sense of community. As noted in Concern #1: this proposed rental development is actually isolated from the adjacent residential housing.

Moreover, the proposed design and location of Liberty Ranch, without any integration into any community, is the epitome of "warehousing". At the 6/8/22 Pinebrook Re-Zoning Application before County Council, Councilor Doug Clyde said that project's "fatal flaw is that it is not integrated into the community." Further, ". . . we have a lot of strong consideration for integration. We're not just warehousing people here. We're bringing people into our community," Clyde said. "That's the whole idea … this is not it." (Park Record)

Examples of better approaches to integration cited at the 6/8/2022 County Council meeting included Silver Creek Village, where the residents are fully integrated into the community and will have broader access to essential services.

The proposed design of Liberty Ranch further heightens the lack of integration with adjacent residential housing. The SGR Homeowners respectfully disagree with the Architectural Review Committee position stated in Shawn Potter's 6/10/2022 application letter to Amir Caus, that the exterior design will help ensure that these structures will generally match the surrounding community. The Silver Gate Ranch residents do not agree that there is any similarity between four large, two-story buildings with 80 bedrooms surrounded by lighted parking lots on 3.5 acres and the one-story, extensively landscaped properties on approximately one-acre lots with no exterior parking.

Fundamentally, this lack of integration with adjacent residential housing is not in concert with the original intent of the Promontory's Employee Housing Obligation, and with Summit County objectives and expectations for affordable housing.

Concern # 3 – Lack of specific plan detail in conformance with Promontory DA requirements.

Promontory Development Agreement Section 4.8.4.1.3 states; *<u>The Developer shall provide a specific plan</u> that is acceptable to Summit County for the long-term ownership of the employee units, <u>proposed deed restrictions on the use, rules and regulations regarding occupancy, maintenance obligations and maintenance funding practices</u> that will be used, and affordable rent targets.*

The Liberty Ranch plan is silent on all aspects of deed restrictions on the use, rules and regulations regarding occupancy.

- **Concern # 4 – Implications for potential 90-day rental arrangements and potential non-Promontory and non-essential workers on meeting the "Employee Housing Obligation" objectives**

The Promontory Development Agreement 4.8.4.1.4 states: "*Priority for occupancy of employee housing units shall be given to employees, together with spouse and children, who earn at least 80% of their salaries from employment that is located within the boundaries of the Promontory SPA."*

However, this limitation has now been effectively nullified by Employee Housing Plan which enabled the ability to rent to non-Promontory and even non-essential workers – on

EXHIBIT G.12

rental arrangements as short as 90 days. Even part-time workers are eligible. The result is that the removal of this Promontory employment requirement combined with the potential for 90-day rental arrangements is likely to discourage Promontory employee families to move to this development.

- **Concern # 5 – Almost total lack of access to essential services and transportation options for residents of the proposed Liberty Ranch development**

During proposed moderate income housing hearings for other projects, County Councilors have sought to understand the resident access to essential services. Comparing service and transportation accessibility for Liberty Ranch to the Pinebrook, for example, readily displays a glaring lack of accessible services and transportation options for Liberty Ranch residents.

PINEBROOK COMPARISON

Pinebrook Re-Zoning Application Before County Council 6/8/2022	Promontory – Liberty Ranch Application
Transportation: • Two bus stops are located within 500 feet of the property. • Public bus service on Kilby Rd. – connects site with Transit Center, New Park, ski resorts, Mountain Village Transit Hub & downtown • Micro-transit transportation available	**Transportation** • Micro-transit transportation to be made available If located in Promontory, • Given the array of services within Promontory, transportation need may be diminished • Promontory residents have ski bus service to both resorts and town • Could another micro-transit stop be established?
Schools: • Schools and daycare are available within ~0.5-mile.	**Schools:** • Bus service to be established to South Summit schools If located in Promontory, similar busing should be established as Promontory is in South Summit school district
Services: • Grocery store • Health care • Employment opportunities All exist within ~0.25- mile • Quarry Village – 0.4 mile	**Services:** • **None** within ~0.25 miles

There is no easy walking, bicycling or transit to essential services. Walking and bicycling on the roads adjacent to the proposed Liberty Ranch parcel is extremely dangerous.

There is nothing around this proposed site: no shopping, no restaurants, no day care, no schools, no medical facilities.

- There is no access to any services in Promontory for non-residents.
- Even though the parcel is 0.5 miles from the Rail Trail, the roads from the parcel to the trail head are not suitable for walking or biking.

EXHIBIT G.13

- **Concern # 6 – Safety of proposed Liberty Ranch residents – especially children**

During the Pinebrook hearing, County Councilors raised proximity of that proposed development to busy roads and intersections as a concern. The only roads adjacent to the proposed Liberty Ranch site are extremely dangerous! If at all possible, SGR residents do not walk or bike on these roads.

Additionally, the construction traffic backs up every weekday morning – as many as 85 to 100+ vehicles – for as much as 45 minutes. In summer, some of these construction vehicles can partially pull off one of the two roads involved, where the construction vehicle back-up blocks one of the lanes. In winter, one lane on all affected roads is blocked. When heading to SGR or this proposed Liberty Ranch site, one must drive on the wrong side of the road to get past these vehicles.

Children, especially, are in jeopardy from this construction traffic. The proximity of the construction traffic to this proposed development is incredibly close.

At the 9/1 Public Hearing, we hope to share a couple of very brief videos that illustrate the size and frequency of the construction trucks on a narrow road with no shoulders as well as the extent of the vehicle back up on a typical weekday.

Here is just one image of one of the two roads in summer – without snowbanks.

EXHIBIT G.14

For the foregoing reasons, the Planning Commission should deny the application.

Sincerely,

Nicole M. Deforge

cc: client

EXHIBIT H.1

PROMONTORY
PARK CITY

August 25, 2022

VIA EMAIL (acaus@summitcounty.org)
Mr. Amir Caus
Summit County Planning
60 N. Main St
Coalville, UT 84017
RE: Response to Public Comments

Dear Mr. Caus:
Thanks for the opportunity to provide a response to the comments received so far in the subdivision and final site plan process from the neighbors in the Silver Gate Community. Some of the comments are duplicative so I will respond to the letter written by the neighbors. Promontory believes that the chosen site is the best site for this project and very specifically meets the criteria set out in the Development Agreement and also in the more specific Employee Housing Plan.

Response to Section 1 – The Employee Housing Plan Is Valid and Enforceable.

I do not want to belabor this highly technical issue raised by the neighbors asserting that the Employee Housing Plan is invalid because it should have been adopted as a "substantial" amendment instead of an "administrative" amendment. It is true the Employee Housing Plan was adopted as an administrative amendment to the Development Agreement. The potential location of the employee housing was modified previously and modified administratively. Here's some background:

The original DA 4.8.4.1.1 stated that the employee housing "shall be located within either the Resort Village, Resort Highlands, Middle Valley, or South Pointe development areas at a location chosen by Developer." As it is now, we have placed the 9 existing employee housing units in the "Equestrian" area and the new proposed units are in the "Mountain View" development Area.

The DA was amended administratively in 2016 to read that the employee housing "shall be located within either the Resort Village, Resort Highlands, or Middle Valley development areas at a location to be determined by Developer; provided however, that the Developer may transfer, in whole or in part, the employee housing obligation to the developer of the South Point Property under the provisions of Section 4.7.12."

The 2016 South Point Development Agreement Amendment (also an administrative amendment) 4.8.4.1.1 affirmed that the employee housing "may be transferred to the South Point Property by written agreement of the Developer and the developer of Promontory after giving written notice to the County." And the employee housing "shall be located where indicated on Exhibit A to the 2007 Second Amendment, which is included as part of Attachment 3 to this Development Agreement."

The transfer of the obligation from Promontory to South Point Utah Development, LLC occurred on March 7, 2017, and employee housing specifically was transferred March 3, 2018. Upon transfer, the only approved location was as shown on Exhibit A to the South Point Development Agreement Amendment.

The County Manager denied Promontory's Nicklaus Clubhouse Phase III Expansion Final Site Plan on May 20, 2018, on the basis that the employee housing obligation was not being met. The ESCPC and County Manager required Promontory, as a condition of approval, to provide an Employee Housing Plan. Promontory appealed the County Manager's Decision to the County Council. Attorneys for the

County and for Promontory entered into negotiations to resolve the dispute and appeal. Part of the settlement of that dispute and satisfaction of the condition of approval required a specific employee housing plan to be adopted. The final Employee Housing Plan was a result of negotiations between the County, Promontory, and South Point.

The Employee Housing Plan establishes, as between the DA and the Employee Housing Plan the "Plan shall control and shall be deemed an administrative amendment to the Development Agreements." The Plan also states "Where this Employee Housing Plan is silent as to a specific issue or is ambiguous as to its reading, the provisions of the Development Agreements shall control."

There is no need to look back at the DA, as amended, for allowable locations because there is no ambiguity or silence regarding where the employee housing units can be built. Per the Plan: "Developer shall locate, plan, and commence construction of Employee Housing units at a location either within or outside of the Promontory SPA. ... Developer will specify the location in an application for subdivision plat and final site plan approval. Approval of a subdivision plat and final site plan serves as location approval by Summit County under the Development Agreement." The Plan added the following criteria for location:

> If in the SPA, Employee Housing will be located near an entrance to the SPA and will provide reasonable access to any available public transit and to any available South Summit School District bus stops.

The proposed location meets the requirement of the Plan, which is the governing document for this Employee Housing. In early 2020 Promontory brought the Summit County planning commission officials to Promontory and toured them on the location of the proposed Employee Housing project as well.

There is no other location currently served by available public transit. There are no south summit bus stops, but it is the location closest to the South Summit school locations. If the Employee Housing Plan is invalid, the only available location would be as shown on Exhibit A in South Point as that was the last standing amendment to the DA related to employee housing. In reality, the Employee Housing Plan was properly adopted allowing "Developer [to] specify the location [to be approved by the county] in an application for subdivision plat and final site plan approval."

Response to Section 2 –Employee Housing is an allowed Institutional Use.

The neighbors assert that the density in the "Mountain View" area within the Promontory SPA "is zoned for Resort Residential use with density ranging between .05 to 2/acre." This is presumably based on the Lot Matrix table that is Exhibit A to the Promontory Development Agreement. The other allowed locations for employee housing previously identified in the Development Agreement, as amended, included the Resort Village, Resort Highlands, Middle Valley, and South Point --and all of those areas have the same or similar allowed density. Looking at the Lot Matrix table alone there is no location in the Promontory SPA that allows a higher density. The Development Agreement makes sense of this. Employee housing is one of the "institutional uses" listed in Section 4.4.6 of the Development Agreement. The institutional uses are built, located, and found throughout the Promontory SPA and are not subject to the single family residence density outlined in the Lot Matrix table. The Development Agreement was adopted as a county ordinance. Ordinances are to be so construed as to render all parts thereof relevant and meaningful. A harmonized reading of the employee housing obligation and the Lot Matrix table is that it was never intended for institutional uses, such as employee housing, to meet the single family lot density requirement.

EXHIBIT H.3

Response to Section 3 – The Proposed Employee Housing Meets All Requirements

Concern 1 – The Location Provides the Best Integration into the Fabric of the Promontory Community

- The proposed location provides easy access by walking, bicycling and internal resort transit to employment generators. A walking trail runs adjacent to the Employee Housing parcel along Silver Gate Drive. It is about 150 yards to the Promontory trail system. All Promontory employees may use Promontory's extensive trails system.
- Promontory currently shuttles employees to key employment generators (The Shed, The Hearth, The Village Clubhouse (gym, spa, pools and tennis facilities), the Pete Dye Course, and The Hub). The current pick-up spot is in front of the existing Equestrian Studios employee housing units.
- The Transit District does not currently extend its services into the Promontory community. Arrangements have been made with the Transit District to provide transit services to the employee housing unit.
- The neighbors state that Silver Gate Drive has no sidewalks, but it does have a 8 foot wide gravel walking path parallel to the road. This path connects the area to the Rail Trail, to the SBSRD trail network, and to Promontory's trails.
- The neighbors state that there is dangerous traffic. The design of the site provides play areas away from the roads and landscape buffer areas from the roads.

Concern 2 – The Location provides a high-quality sense of community.

- The four structures integrate high quality stone and wood siding exteriors and metal shed roofs. I have attached some early renderings. The builder may have some updated renderings.
- Each of the four structures have massing and placement similar to the surrounding architecture. Each individual structure's building footprint is basically similar in size to a single family home in this area. None of the structures exceed the height limit.
- The four structures are placed on a 3.58 acre parcel in attempt to make the project similar to large single family homes being placed on a .89 acre parcel. By comparison the nearest homes to the project site are on lots sized 0.81, .082, and .71/acre.

Concern 3 – Specific Plan Details/ Deed Restrictions

- The deed restrictions recorded against the existing Promontory Equestrian Studios are a matter of public record. Substantially the same deed restrictions will be recorded against the additional employee housing units in compliance with the Development Agreement. A copy of the recorded deed restrictions is attached.

Concern 4 - 90-day rental arrangements and non-essential workers

- The neighbors appear to take issue with the minimum lease term and "waterfall" provision. A minimum 90 day lease term was imposed to allow rentals for seasonal employees who work for the summer on the golf course.
- The "Waterfall" provision identifies the order of priority for potential tenants. The first priority goes to those who work inside the Promontory SPA. If there are still vacancies, after offering the units to those employees, the next priority goes to others on the list, and finally to anyone that works in Summit County.
- Neither of these provisions violate the Development Agreement, and instead provide flexibility to house the employees working within the Promontory SPA.

EXHIBIT H.4

Concern 5 – The Location Provides the Best Access to Essential Services and Transportation

- The neighbors' Pinebrook comparison simply is not applicable in Eastern Summit County.
- There is no other location within the Promontory SPA that provides better access to Transportation, Schools, and other Services than the proposed location.
- Micro transit is available within Employee Housing.
- The location is in the South Summit School District and its middle school and elementary school sites are next door although not yet built. A K-12 charter school, Silver Summit Academy is less than a mile and a half away.

Concern 6 – Safety of Children

- Unquestionably Promontory is concerned about the safety of children. Children and adults should not play, walk, or bike in the roadways. The design of the site provides play areas away from the roads and landscape buffer areas from the roads.
- A traffic study was conducted and submitted with the application that can help allay concerns about traffic.
- The neighbors state that Silver Gate Drive has no sidewalks, but it does have a 8 foot wide gravel walking path parallel to the road. This path connects the area to the Rail Trail, to the SBSRD trail network, and to Promontory's trails. To reach these other trail networks requires walking across Promontory Ranch Road and the construction road, but not walking along with traffic.
- The power lines that are adjacent to the proposed employee housing are also adjacent to homes in Promontory, in Silver Gate, and close to homes in the newer Silver Creek developments running west of the project location.

Wildlife Preservation.

One of the neighbors mentioned concerns about wildlife movement. Exhibit Q to the Promontory Development Agreement incorporates a study conducted prior to development along with best management practices to enhance wildlife habitat. Promontory has continued to stand by those practices including maintaining 60% open space and not allowing lot fences –this approach helps the movement of wildlife.

Please don't hesitate to contact me with any follow up questions.

Sincerely,

Shawn W. Potter, Esq.

EXHIBIT H.5

EXHIBIT H.6

HARRIS ARCHITECTURE

EXHIBIT H.7

LANDSCAPE NOTES — A

1. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COSTS INCURRED DUE TO DAMAGE OF SAID UTILITIES.
2. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNERS REPRESENTATIVE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH THE LANDSCAPE CONSTRUCTION FOR THIS PROJECT.
5. ALL PLANT MATERIAL SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE UPON DELIVERY TO THE SITE, AND PRIOR TO INSTALLATION.
6. IF DISCREPANCIES ARISE BETWEEN ACTUAL PLANTING AREA SIZES IN THE FIELD AND THOSE SHOWN ON THE PLANS, CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN WILL RESULT IN CONTRACTOR'S LIABILITY FOR MATERIALS RELOCATION.
7. FINAL LOCATIONS OF ALL PLANT MATERIALS SHALL BE SUBJECT TO APPROVAL OF THE OWNER'S REPRESENTATIVE.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPING THAT IS DESIGNATED TO REMAIN. THE CONTRACTOR SHALL PROVIDE TEMPORARY FENCING OR OTHER APPROVED GUARDS OUTSIDE DRIP LINE (OUTER PERIMETER OF BRANCHES) OF TREES TO PROTECT FROM DAMAGE . DO NOT STORE CONSTRUCTION MATERIALS, PERMIT VEHICULAR TRAFFIC OR PEDESTRIAN ACCESS WITHIN DRIP LINE TO AVOID SOIL COMPACTION.
9. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON THE DRAWINGS.
10. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE DEPTHS DESCRIBED IN THE SPECIFICATIONS - SECTION 329300. IF NECESSARY DIG SUBGRADE IN SHRUB BEDS AND SODDED AREAS DOWN AS SPECIFIED BEFORE PLACING AMENDED TOPSOIL. REFER TO GRADING PLAN FOR FINISH GRADE AND DRAINAGE.
11. ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE ONLY AS APPROVED BY THE OWNER'S REPRESENTATIVE.
12. A SOILS REPORT SHALL BE PROVIDED BY THE CONTRACTOR, AND SHALL DESCRIBE THE DEPTH, COMPOSITION, AND BULK DENSITY OF THE TOPSOIL AND SUBSOIL AT THE SITE AND SHALL INCLUDE RECOMMENDATIONS FOR SOIL AMENDMENTS. REFER TO SPECS. EXISTING SOILS MAYBE USED IF THEY MEET THE SPECIFICATIONS STANDARDS AND/OR AMENDED TO MEET THE SPECIFICATIONS STANDARDS.

REFERENCE SCHEDULE NOTES — B

SYMBOL	DESCRIPTION	QTY
1	4" DEPTH OF 1" TO 3" DIA. ROCK MULCH - TAN COLOR - FRACTURED OVER WEED BARRIER FABRIC AND 12" OF AMENDED TOPSOIL MIX, TYP.	13,262 sf
2	TURF AREA WITH 6" AMENDED TOPSOIL MIX, TYP.	
3	SEED MIX AREA WITH 4" AMENDED TOPSOIL MIX, TYP.	
4	CONCRETE MOW CURB, TYP. - REFER TO ARCHS. PLANS	1,023 lf
5	PLAYGROUND	
7	DUMPSTER ENCLOSURE	
8	ENTRY MONUMENT	
9	4" DEPTH OF 1" TO 3" DIA. ROCK MULCH - TAN COLOR - FRACTURED OVER WEED BARRIER FABRIC AND SUBGRADE, TYP.	84 sf
10	BBQ STATION, TYP.	

* QUANTITY INFORMATION PROVIDED FOR REFERENCE ONLY. CONTRACTOR RESPONSIBLE TO VERIFY ALL QUANTITIES.

PLANT SCHEDULE — C

DECIDUOUS TREES COLUMNAR SWEDISH CRABAPPLE*	2 INCH CALIPER QUAKING ASPEN* ROCKY MOUNTAIN MAPLE*	15
EVERGREEN TREES BLUE SPRUCE BRISTLECONE PINE ROCKY MOUNTAIN JUNIPER	6 FOOT HIGH SUB ALPINE FIR UTAH JUNIPER WHITE FIR	35
SMALL ACCENT TREE AMUR MAPLE* BIGTOOTH MAPLE* CANADA RED CHOKECHERRY*	1 1/2" CALIPER CRABAPPLE* MAY DAY TREE* TATARIAN MAPLE*	21
EVERGREEN SHRUBS COMPACT OREGON GRAPE* OREGON GRAPE* ANTELOPE BITTERBRUSH*	5 CONT. CURL-LEAF MOUNTAIN MAHOGANY* MOUNTAIN MAHOGANY*	155
GRASS BLUE GRAMA* INDIAN RICE GRASS*	5 CONT. FOERSTER'S REED GRASS	141
LARGE DECIDUOUS SHRUBS BLACK CHOKEBERRY* CHOKECHERRY* ELDERBERRY*	5 CONT. SASKATOON SERVICEBERRY* UTAH SERVICEBERRY*	25
LOW SHRUBS SHRUBBY CINQUEFOIL* SILVER SAGE*	5 CONT. GRO-LOW FRAGRANT SUMAC	62
SMALL DECIDUOUS SHRUBS ALPINE CURRENT* ASH LEAF FALSE SPIREA* COMMON SNOWBERRY* INDIAN CURRANT CORALBERRY* MOUNTAIN SNOWBERRY* NINEBARK*	5 CONT. PURPLE SAND CHERRY* TALLHEDGE BUCKTHORN* THINLEAF ALDER* WESTERN SAND CHERRY* WOODS ROSE*	152
PERENNIALS SIBERIAN IRIS PURPLE CONEFLOWER BUTTERFLY WANDFLOWER	1 CONT. WASATCH PENSTEMON PERENNIAL SAGE	81
NATIVE SEED MIX **	SEED	72,925 sf
TURF	SOD	10,176 sf

* CLASSIFIED AS FIREWISE PLANTS. ALL PLANT LOCATIONS, QUANTITIES, AND MAINTENANCE MUST ABIDE WITH CHAPTER 11-21, UTAH WILDLAND-URBAN INTERFACE CODE.

** THIS PROPERTY IS CURRENTLY COVERED WITH A MIX OF NATIVE GRASSES AND NON-NATIVE SPECIES (INCLUDING INVASIVE/NOXIOUS WEEDS, SUCH AS NODDING THISTLE). ONE KEY OBJECTIVE OF THIS LANDSCAPE PLAN IS TO ELIMINATE THESE NON-NATIVE SPECIES/INVASIVE WEEDS AND RESTORE NATIVE GRASSES, WILDFLOWERS, AND TREES TO IT, FOR BOTH THE BENEFIT OF THE OWNER AS WELL AS THE COMMUNITY AT LARGE.

NATIVE SEED MIX — D

BOTANICAL NAME	COMMON NAME	RATE PLS/AC
ACHILLEA MILLEFOLIUM	WESTERN YARROW	0.10
BROMUS MARGINATUS	MOUNTAIN BROME	0.70
ELYMUS TRACHYCAULUS SSP.	SLENDER WHEATGRASS	5.00
ERICAMERIA NAUSEOSA	RUBBER RABBITBRUSH	0.25
FESTUCA SAXIMONTANA	ROCKY MOUNTAIN FESCUE	1.00
LINUM PERENNE	BLUE FLAX	1.00
PASCOPYRUM SMITHII	WESTERN WHEATGRASS	4.00
PENSTEMON STRICTUS	ROCKY MOUNTAIN PENSTEMON	0.50
POA SECUNDA SSP. AMPLA	SANDBERG BLUEGRASS	1.00
POA SECUNDA SSP. SANDBERGII	SANDBERG BLUEGRASS	1.00
RATIBIDA COLUMNIFERA	PRAIRIE CONEFLOWER	0.40
PSEUDOROEGNERIA SPICATA	BLUEBUNCH WHEATGRASS	2.00
STERILE TRITICALE	QUICKGUARD	10.00
	TOTAL	27.75

Arc Sitio Design, Inc
Landscape Architecture & Architectural Site Design
1058 East 2100 South
Salt Lake City, Utah 84106
office 801 . 487 . 4923
fax 801 . 466 . 3046
www.arcsitiodesign.com

LICENSED LANDSCAPE ARCHITECT
Richard L. Gilbert
No. 5734299
Aug. 17, 2022
STATE OF UTAH

consultant:

project

Promontory Employee Housing

Park City, UT

date

AUGUST 17, 2022

revisions

data

asd project no: 22022

title

SCHEMATIC GRADING PLAN

sheet

L-L101

File : E:\22022_Liberty Ranch\Cadd\Xref&Blocks\XP-BASE4.dwg Aug 18, 2022-3:24pm

WHEN RECORDED, RETURN TO:
Helen E. Strachan
Deputy Summit County Attorney
Summit County Courthouse
60 North Main STreet,
Coalville, Utah 84107

ENTRY NO. 01138263
08/06/2020 12:05:26 PM B: 2588 P: 1130
Restrictive Covenants PAGE 1/55
RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 0.00 BY SUMMIT COUNTY ATTORNEY

DEED RESTRICTION
CONCERNING EMPLOYEE HOUSING UNITS AT THE
PROMONTORY EQUESTRIAN CENTER
(6688 North Promontory Ranch Road)

THIS DEED RESTRICTION CONCERNING EMPLOYEE HOUSING UNITS AT THE PROMONTORY EQUESTRIAN CENTER (hereinafter this "Deed Restriction") governs the seven studio apartment units located at 6688 North Promontory Ranch Road (Units 1-7), Park City, Utah 84098 (the "Unit(s)"), as more particularly described in Exhibit A attached hereto, and is made and entered into as of the date of the last signature below (the "Effective Date") by South Point Utah Development, LLC and Promontory Development, LLC (together "Developer") and Summit County, a political subdivision of the State of Utah (the "County"). The County and Developer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

A. On or about January 2, 2001, Developer's predecessor in interest entered into that certain Development Agreement for the Promontory Specially Planned Area (the "Development Agreement") which included certain Employee Housing obligations within the Promontory Specially Planned Area ("SPA"). The Development Agreement was recorded as Entry No.583272 (Book 1355 Pages 1154-1247) in the Office of the Summit County Recorder, and has been amended from time to time.

B. On or about April 5, 2019, Developer and the County agreed to the Promontory Specially Planned Area ("SPA") Employee Housing Plan ("Employee Housing Plan") governing the construction and operation of employee housing units, which required, among other items, the construction of seven (7) additional units by approximately April 5, 2021, and setting forth priorities with respect to those who may live in the units and that the housing be deed restricted in a manner approved by the County Attorney. A copy of the Employee Housing Plan is attached hereto as Exhibit B.

C. The Parties are recording this Deed Restriction to satisfy the terms of the Employee Housing Plan, intending that subsequent owners and operators of the Units be bound by its terms. Upon its recording in the public records of the County Recorder of Summit County, Utah, this Deed Restriction shall govern the terms and conditions of ownership, operation, use, and occupancy of the Units by subsequent owners and their successors and assigns as addressed herein.

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

1. Recitals: The recitals are incorporated herein.

2. Definitions:

   a. "AMI" means Area Median Income (AMI): AMI, calculated annually by the Department of Housing and Urban Development, is the "middle" number of all of the incomes in Summit County making more than that amount, and 50% making less than that amount.

   b. "Household" means all related and unrelated individuals occupying a Unit as a Tenant.

   c. "Net Worth" means the amount of total assets of the Tenant or Household that exceed total liabilities, as determined by the County. Total assets does not include funds in retirement accounts that have an early withdrawal penalty.

   d. "Reasonable Efforts" means good faith efforts to advertise a Unit through appropriate local means, including but not limited to advertising a Unit through all local newspaper publications. The County may establish standards for what constitutes Reasonable Efforts under this Deed Restriction.

   e. "Tenant" means an occupant of a Unit other than an owner or operator.

3. Tenant Qualifications:
   a. Income Qualifications: The Units shall at all times be rented to individuals and Households earning less than or equal to 80% of AMI based upon the table in Exhibit C (as amended annually by the Department of Housing and Urban Development and published by the Utah Housing Corporation) In addition, the Household shall not have a Net Worth in excess of four (4) times the AMI at the time of reference. Prior to entering into any lease agreement(s), the Household of each Unit shall be pre-qualified by Developer or its third-party designee (approved by the County) as meeting these income qualifications.

   b. Process for Qualifying Income: Income qualification shall adhere to the following process, which may be subject to additional policies or procedures adopted by the County.
      i. Determine the number of adults and children (all Household members) to occupy the available Unit.
      ii. Collect either 1040 Federal Tax Returns for the most recent year (or "transcript of tax returns" issued by the Internal Revenue Service) or current pay stub and/or projected income for all Household members generating income.
      iii. Add together the adjusted gross income for all Household members to determine the total Household income.

iv. Review Exhibit C to determine whether total Household income is less than the income of a Household of the same size earning 80% AMI.

c. Rentals After "Reasonable Efforts" Made:

i. Developer shall use Reasonable Efforts to initially advertise the Unit for rental to Households earning less than or equal to 80% of AMI based on Exhibit C. If after sixty (60) days of advertising Developer is unable to enter into a rental agreement with a Tenant earning less than or equal to 80% of AMI, Developer may offer the Unit to a Household earning less than or equal to 90% of AMI based upon the table in Exhibit C. If after thirty (30) additional days of advertising Developer is unable to enter into a rental agreement with a Tenant earning less than or equal to 90% of AMI, Developer may offer the Unit to a Household earning less than or equal to 100% of AMI based upon the table in Exhibit C. Developer may follow this pattern, offering the Unit at increased increments of ten percent (10%), using Reasonable Efforts for additional periods not less than thirty (30) days up to a maximum AMI of 140%.

ii. Rental Agreements with Tenants Earning Above 80% AMI: In no circumstances may a rental agreement with Tenants earning above 80% AMI extend beyond a period of one (1) year.

d. "Over" Income: Developer shall follow the "next available Unit rule," which means that if a Unit Household's income increases to more than 140% of the applicable current income limit (80% AMI or less), the next available Unit must be rented to a Household within the appropriate income level for admission (80% AMI or less). The Household with the increased income is still eligible to remain in the Unit, however, under no circumstances may their lease agreement extend beyond a period of one (1) year.

e. Annual Qualification: Except as otherwise provided for in this Deed Restriction, Households shall meet the above income qualifications annually by Developer or a third-party designee (approved by the County) and shall be required to submit to the income qualification process above prior to renewal of the lease.

f. Workplace Qualifications: It is the public policy of the County to house employees as close to the workplace as possible, thereby reducing traffic and congestion. Because Developer is providing on-site employee housing, occupancy of such housing shall be on a priority basis as follows:

i. First Priority: Individuals and Households meeting income limits with at least one person employed full time (30+ hours per week) within the Promontory SPA.

ii. Second Priority: Individuals and Households meeting income limits with at least one person employed part time (less than 30 hours per week) within the Promontory SPA.

iii. Third Priority: Individuals and Households meeting income limits with at least one person employed full time (30+ hours per week) as a teacher, public safety officer, firefighter, or other public employee serving in unincorporated Summit County.

iv. Fourth Priority: Individuals and Households meeting income limits with at least one person employed full time (30+ hours per week) within Eastern Summit County (as those boundaries are defined by the Eastern Summit County Planning District).

v. Fifth Priority: Individuals and Households meeting income limits with at least one person employed full time (30+ hours per week) by a business located in Summit County.

At the time of initial occupancy, Developer shall use Reasonable Efforts to advertise a Unit for rent through appropriate local means for qualified Tenants for a period of not less than fifteen (15) days and shall thereafter fill the Units in accordance with the above priorities from the list of qualified Tenants then available. Upon the occurrence of a vacancy, Developer shall review its wait list of qualified Tenants (and may advertise for qualified Tenants if necessary to obtain a qualified Tenant). If a qualified Tenant for the First Priority is not located at the time of a vacancy, Developer shall accept the next highest priority potential Tenant available at that time.

If a qualified Tenant terminates employment, which gave them a priority, they may continue to occupy the Unit until the termination of their rental agreement. If there are no other potential qualified Tenants available in the First, Second, Third, Fourth or Fifth Priorities, Developer may renew the rental agreement for a term of not more than one (1) year. Upon a showing of undue hardship on an individual or Household formerly employed in the First, Second, Third, Fourth or Fifth Priority and upon consent of the County, Developer may choose to renew a rental agreement for a term not to exceed one (1) year. Developer shall annually report to the County current priority uses of the housing.

The rental of the Unit to a Tenant who is not income qualified and/or who does not meet the workplace qualifications above does not limit the applicability of this Deed Restriction in any way with respect to such Tenant's use, occupancy and subsequent leases of the Unit.

4. Permitted Rents:
   a. Monthly rents of the studio Units shall not exceed rents for a one-person Household earning 80% AMI for Summit County, calculated using the AMI figures set annually by HUD as initially set forth in Exhibit D. An applicant's income shall be rounded to the nearest AMI percentage in ten (10%) percent increments for purposes of determining the rental amount.

   b. The permitted rental amount includes the following:
      i. Use and occupancy of the Unit and the associated land and facilities;
      ii. Any separately charged fees and service charges assessed by Developer, which are required by all Tenants but is not to include security deposits;
      iii. Unless subject "Utility Allowance" below, utilities including garbage

collection, sewer, water, electricity, gas and other heating, cooking, and refrigeration fuels but not to include telephone service, cable television, or high-speed internet; and

iv. Possessory interest taxes or other fees and charges assessed for use of the associated land and facilities by a public or private entity other than Developer.

c. Utility Allowance: The permitted rental amount includes rent and utilities. If Developer pays all utilities then the full rent may be charged. If the Tenant pays all or some of the utilities a "utility allowance" shall be determined and rents shall be reduced by the amount of the utility allowance. The utility allowance shall initially be determined by a qualified third-party rater who shall estimate charges for gas, electric, sewer and water for each unit based upon a complete set of building plans presented to him or her by Developer. The County shall approve the third-party rater and the utility allowance. In subsequent years, commencing in the year following the first complete year of occupancy, Developer shall provide copies of actual billings for utility providers for at least five (5) occupied units to the County so that a new annual utility allowance can be determined and set.

d. Rental Period: Except under circumstances where there is an unanticipated short term need for temporary housing, leases shall be for a period of not less than ninety (90) days and up to one (1) year to avoid the occupancy of the Unit on an overnight stay.

5. Reporting and Compliance: Developer shall keep accurate and complete records of all Tenants. Developer provide approximately twice annually in April and November, a monthly rent roll showing each Tenant's name, Unit occupied, rent charged, household gross income, name and location of employment, and term of lease. If utilities are charged to the tenant, the utility allowance will be stated. The County shall have the right to audit Developer's Tenant files at least annually upon ten (10) days advance written notice to Developer.

6. Minimum Maintenance Standards: Each Unit shall at all times be maintained in good, safe, and habitable condition in all respects, normal wear and tear excepted, and in full compliance with all applicable laws, ordinances, rules and regulations of any authority having jurisdiction over the Unit. Developer shall have the right to require Tenants to abide by cleanliness and basic maintenance standards in a lease agreement with the Tenants. Developer shall further have the right to inspect the Units at reasonable times, with notice to Tenants, to ensure the Tenants' compliance. Developer may assess cleaning and repair costs to Tenants whose use of the Unit exceeds normal wear and tear.

7. Insurance. Developer shall continuously insure the Unit against all risks of physical loss for the full replacement cost of the Unit.

8. Parking: Each Unit shall be entitled to, at a minimum, one exclusive parking space.

9. Default and Remedies:

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

b. Violation of Criminal Code. In addition to the remedies contained herein, Developer, Tenant(s) and other individuals dealing with the transfer and/or management of a Unit (including lenders, Realtors, attorneys and title professionals) may be subject to the provisions of Summit County Code §5-2-7: Affordable Housing Fraud (as may be amended or replaced).

10. Term: This Deed Restriction shall continue in full force and effect for sixty (60) years after the date of the issuance of the Certificate of Occupancy for the Units (and automatically extended for five (5) year periods thereafter) unless terminated sooner by the mutual agreement of the Parties.

11. Choice of Law: This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

12. Recordation of Agreement: The legal description of the Units is attached hereto as Exhibit A. Upon execution, this Deed Restriction shall be recorded in the office of the Recorder of Summit County as a deed restriction.

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

14. Notices: All notices required under this Deed Restriction shall be sent to:
"Developer"
Promontory Development, LLC
ATTN: Legal Department
8758 N Promontory Ranch Rd
Park City, UT 84098

"County"
Summit County Clerk
PO Box 128
Coalville, Utah 84017

With a copy to:

Summit County Attorney
PO. BOX 128
Coalville, Utah 84017

or such addresses or entities as the Parties from time-to-time shall change by written notification to the other.

15. Entire Agreement: This Deed Restriction represents the entire agreement between the Parties and shall only be amended or modified by a written agreement signed by the Parties hereto.

16. Exhibits: The Parties understand and agree that Exhibit C and Exhibit D to this Deed Restriction are based upon the 2020 HUD AMI which is annually updated by the Department of Housing and Urban Development and as such Exhibit C and Exhibit D shall be amended annually to reflect changes in AMI.

17. Binding Agreement: This Deed Restriction shall be binding upon the successors and assigns of the Parties hereto. The County shall have the right to appoint a designee upon thirty (30) days advance written notice to Developer. Developer shall have the right to assign its rights, duties, and obligations hereunder to a separate entity, which entity shall assume all of Developer's rights, duties, and obligations herein.

(signatures appear on next page)

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

DEVELOPER: Promontory Development, LLC

6·10·20

Robin Milne, General Manager   Date

STATE OF UTAH)
)ss:
COUNTY OF SUMMIT)

On this 10th day of June, 2020, personally appeared before me Robin Milne, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn, did say that she is the General Manager, of Promontory Development, LLC, and that said document was signed by her in behalf of said Company by Authority of its Operating Agreement or Resolution, and said Robin Milne acknowledged to me that Promontory Development, LLC executed the same.

Notary Public

SUMMIT COUNTY:

6/11/2020

Tom Fisher, County Manager   Date

STATE OF UTAH)
)ss:
COUNTY OF SUMMIT)

On this 11th day of JUNE, 2020, this Agreement was acknowledged before me by Tom Fisher, County Manager of Summit County.

Notary Public

Notary Public - State of Utah
ANNETTE SINGLETON
Comm. #710848
My Commission Expires
February 27, 2024

APPROVED AS TO FORM:

Helen Strachan, Deputy County Attorney

<u>Exhibit A</u>
Legal Description of Employee Housing Units Parcel A

A parcel of land lying in the Northwest Quarter of Section 23, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah, more particularly described as follows;

Beginning at a point which bears South 89°36'59" East along the northerly section line of said Section 23, 2,015.18 feet and South 932.73 feet from the Northwest Corner of Section 23, Township 1 South, Range 4 East, Salt Lake Base and Meridian, running thence South 26°28'41" East 11.00 feet; thence North 63°31'19" East 4.67 feet; thence South 26°28'41" East 19.00 feet; thence South 63°31'19" West 109.67 feet; thence North 26°28'41" West 30.00 feet; thence North 63°31'19" East 105.00 feet to the Point of Beginning.

Containing 3,239 square feet or 0.07 acres, more or less.

<u>Basis of Bearing</u>
South 89°36'59" East 2,672.06 feet between the Northwest Corner of said Section 23 and North Quarter Corner of said Section 23, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

This parcel is contained within Parcel SS-51-C

Exhibit B

Promontory Specially Planned Area ("SPA") Employee Housing Plan

Consistent with the terms of the Promontory Specially Planned Area Development Agreement, as amended, dated January 2, 2001, and the South Point Development Agreement Amendment, dated May 24, 2016 (together, the "**Development Agreements**"), the remaining 35 units (80 bedrooms) of Promontory Specially Planning Area ("SPA") employee housing will be constructed either within the Promontory SPA (in South Point or Promontory) or in Summit County pursuant to a plan to be implemented by South Point Utah Development, LLC ("**Developer**"). The Development Agreements prescribe certain elements of the Promontory SPA employee housing plan as described below (the "**Employee Housing Plan**" or "**Plan**"). Approval of this Plan is deemed to be in compliance with all Development Agreement requirements and where there is a conflict between the provisions of this Employee Housing Plan and the Development Agreements, this Plan shall control and shall be deemed an administrative amendment to the Development Agreements. Where this Employee Housing Plan is silent as to a specific issue or is ambiguous as to its reading, the provisions of the Development Agreements shall control. Developer proposes construct the 35 Promontory SPA employee housing units (80 bedrooms) (the "**Employee Housing**") as follows:

Siting Standards (DA 4.8.4.1.1)	
Location	Developer shall locate, plan, and commence construction of Employee Housing units at a location either within or outside of the Promontory SPA. If located outside the SPA, the units must be located in close proximity to the SPA and be new deed restricted workforce housing units and not the purchase of existing deed restricted workforce housing units already approved or built within Summit County. Developer will specify the location in an application for subdivision plat and final site plan approval. Approval of a subdivision plat and final site plan serves as location approval by Summit County under the Development Agreement.
Creation of high-quality sense of community	The Employee Housing units in any phase within the SPA will be located in such a manner as to create a high-quality sense of community for those employee households. Employee Housing outside of the SPA, if any, will be located with other residential housing approved for the community where such Employee Housing will be located.
Access to employment generators and transit	If in the SPA, Employee Housing will be located near an entrance to the SPA and will provide reasonable access to any available public transit and to any available South Summit School District bus stops. If located outside the SPA, the housing will be located in a community as close to the SPA as can be achieved based upon Summit County's community development approvals and available building sites and will provide reasonable access to any available public transit serving that community.
Schedule for Employee Housing (DA 4.8.4.1.2)	
Reasonable time schedule that correlates to construction of employment generators	Developer shall obtain certificates of occupancy for seven (7) Employee Housing units at a location either within or outside of the Promontory SPA within twenty-four (24) months from the date of approval of this Employee Housing Plan. Application for building permits to construct the

	remaining twenty-eight (28) Employee Housing units shall occur within five (5) years from the approval of the first subdivision plat in the South Point Development Area and no more than seven (7) years from the date of approval of this Employee Housing Plan. The Development Agreements provide that Employee Housing be built at the same pace as employment generators. In the event that a new golf clubhouse is constructed within the SPA within seven (7) years of the Effective Date, as a condition of a certificate of occupancy for the new golf clubhouse, certificates of occupancy for the equivalent of one Employee Housing unit for every fifteen (15) full-time employees shall have been achieved. Force Majeure. South Point shall be deemed in compliance with the timing elements of this Plan as long as building permit applications have been submitted to the appropriate county offices within the above timeframes and the Developer proceeds with reasonable diligence to obtain a certificate of occupancy within 360 days of the issuance of the building permit.
Specific Employee Housing Plan Elements (DA 4.8.4.1.3; 4.8.4.2)	
Construction and ownership of units	Developer may self-perform or may enter into land sale agreements with others, including one or more not-for-profit entities (with the consent of Summit County, which consent shall not be unreasonably withheld), on mutually acceptable terms providing for the construction of Employee Housing and other housing units, which may include market rate units. Employee Housing units may be owned by the not-for-profit entities and made available for rental or sale to qualified employees in accordance with the standards described below. Units constituting Employee Housing units shall be designated in writing by the Developer or other operator of such housing. Further, after the construction of the first phase Employee Housing, Developer reserves the right to have some of the Employee Housing units constructed, owned, and/or managed by owners or tenants of commercial properties in order to better align future Employee Housing to the needs of Promontory SPA employment generators.
Deed restrictions on use; rules and regulations regarding occupancy	Deed restrictions and rules and regulations will be established by the owners/managers of the Employee Housing units and approved by Summit County. Deed restrictions will require occupancy by households meeting the employment and income qualifications and priorities described herein. Except under circumstances where there is an unanticipated short term need to temporary housing, leases shall be for a period of not less than 90 days and up to one year to avoid the occupancy of the Employee Housing on an overnight stay. Leases shall include an obligation to vacate units at the end of an annual lease if the occupant no longer meets employment qualifications or household income exceeds 100% AMI (based on a 4 person household regardless of actual family size). The deed restrictions and rental regulations may resemble those adopted for recent employee housing; such as Canyon Corners/Whole Foods <u>(Attachment A)</u>, County

	standardized deed restrictions (Attachment B), or as shown on Attachment C, as modified by the employment and income qualifications and priorities described herein.
Maintenance obligations and maintenance funding	Maintenance and maintenance funding obligations shall be retained by the owners of the units, subject to such maintenance obligations as are customarily imposed on tenants in residential leases.
Monitoring	To the extent that there are rental units, the Developer or third-party Operator shall provide to Summit County an Excel file of its monthly rent roll in a format generally as depicted in Attachment D, approximately twice annually.
Periodic Review	The parties shall review this Employee Housing Plan at least once every three (3) years.
Affordable rent targets (See Table 1)	Employee Housing may consist of dormitory space, studio, one, two, and three bedroom units. Employee Housing will be deed-restricted to be priced for rental rates, including utilities, equal to 30% of the gross monthly income of a one-person household (studio units), two-person household (one bedroom units), three-person household (two-bedroom units) or four-person household (three-bedroom units) earning 50%, 60%, 70% or 80% of Summit County Area Median Income ("AMI"). A dormitory unit may be priced for rental rates under the preceding sentence as .8 of a one-person household under any of the AMI levels. The specific income percentage and rental target applicable to a unit will be established in writing by the unit owner or operator before occupancy of the unit. Subject to complying with the employment and occupancy priorities specified herein, an Employee Housing unit may be rented to any household, regardless of household size, with household gross annual income at or less than the percentage of Summit County AMI designated for such unit. Developer shall receive credit against the remaining Employee Housing obligation for one household and the number of bedrooms constructed for each studio, one- bedroom, two-bedroom or three-bedroom unit occupied and restricted as Employee Housing. Developer shall receive credit for one household and one-bedroom for each two dormitory units occupied and restricted as Employee Housing. No more than 30% of the Employee Housing units may be dormitories.
Unit sizes	Employee Housing unit sizes will be determined by the Developer or housing owner according to the following minimum sizes: • Dormitory Unit: 275 square feet. • Studio Unit: 400 square feet. • One Bedroom Unit: 650 square feet. • Two Bedroom Unit: 900 square feet. • Three Bedroom Unit: 1,150 square feet.
Quality of construction	Employee Housing units will be constructed to condominium, multifamily, townhome or dormitory construction standards as set forth in the International Building Code adopted by the State of Utah. The Developer or owner will comply with any exterior architectural guidelines,

	landscaping requirements, and requirements of any applicable design review process, as approved by Summit County and the Developer.
General layout	The configuration, size and mix of the Employee Housing units in condominium, multifamily, townhome or dormitory structures will be determined by the Developer or project owner in accordance with the unit sizes set forth in this Employee Housing Plan and as approved by Summit County as part of the subdivision plat and final site plan approval process.
Occupancy Priorities (DA 4.8.4.1.4)	
Priority for employees working within the Promontory SPA	1) The first priority for occupancy of Employee Housing will be for households meeting AMI gross income requirements that include at least one person employed full time (30+ hours) in the Promontory SPA. 2) The second priority will be for other households meeting AMI gross income requirements that include at least one part-time worker (less than 30 hours) employed within the Promontory SPA.
Lower priorities will be established to assure that employee units are reserved for employees working full time in Summit County if not filled by households with higher priorities.	Lower priorities after households with full-time or part-time employees within the Promontory SPA (priorities 1 and 2 are listed above) will include households meeting AMI gross income requirements with at least one full-time worker: 3) employed as a teacher, public safety officer, fire fighter or other public employee serving in unincorporated Summit County; 4) employed in Eastern Summit County; 5) employed in unincorporated Snyderville Basin; and 6) employed elsewhere in Summit County.

Table 1: Calculations of Gross Income and Monthly Rental Targets by Unit Type

Income Target (Based on 2018 AMI percentage):	80% AMI	70% AMI	60% AMI	50% AMI
Sample Unit Type				
Sample 3 Bedroom (4-person households, 100% AMI = $107,100):				
Monthly Rental Rate (incl. utilities)	$ 2,142	$ 1,874	$ 1,607	$ 1,339
Gross Household Income Limit	$ 85,680	$ 74,970	$ 64,260	$ 53,550
Sample 2 Bedroom (3-person households, 100% AMI = $96,390)				
Monthly Rental Rate (incl. utilities)	$ 1,928	$ 1,687	$ 1,446	$ 1,205
Gross Household Income Limit	$ 77,112	$ 67,473	$ 57,834	$ 48,195
Sample 1 Bedroom (2-person households, 100% AMI = $85,680):				
Monthly Rental Rate (incl. utilities)	$ 1,714	$ 1,499	$ 1,285	$ 1,071
Gross Household Income Limit	$68,544	$59,976	$51,408	$42,840
Sample Studio* (1-person households, 100% AMI = $74,970):				

Monthly Rental Rate (incl. utilities)	$ 1,499	$ 1,312	$ 1,125	$ 937
Gross Household Income Limit	$59,976	$52,479	$44,982	$37,485

*Dormitory rooms may be charged monthly rentals based on eight-tenths (.8) of a one-person household.

Signature Page to Follow

SOUTH POINT UTAH DEVELOPMENT, LLC

By: Thomas Napier

Its: Authorized Agent

DATED: 3/28/19

Approved by

SUMMIT COUNTY, UTAH

Thomas C. Fisher
County Manager

DATED: 4/5/2019

Approved as to form:

David L. Thomas
Chief Civil Deputy

PROMONTORY DEVELOPMENT, LLC

By: Robin Kulue

Its: General Manager

DATED: 4.1.19

Promontory Development, LLC, executes this Plan for purposes of consenting to the administrative amendment to the Promontory Specially Planned Area Development Agreement and solely to acknowledge that the Employee Housing Units identified above may be constructed on property owned or controlled by Promontory Development, LLC, that it will not unreasonably withhold its consent to construct the Employee Housing Units, and for no other purposes.

EXHIBIT H.23

Attachment A

AFFORDABLE HOUSING AGREEMENT

CANYON CORNERS

This Affordable Housing Agreement (this "Agreement") is dated effective the 13th day of January 2016 by and between Canyon Corners Centercal LLC, a limited liability company "Developer" and Mountainlands Community Housing Trust, a non-profit corporation ("MCHT") as an agent of Summit County, Utah.

WITNESSETH:

WHEREAS, Developer has obtained approval for the Canyon Corners development from Summit County, Utah as evidenced by the Second Amendment to Development Agreement for Canyon Corners Specially Planned Area, Kimball Junction, Summit County, Utah dated the 19th day of November 2015 ("Development Agreement") ; and

WHEREAS, a condition of the Development Agreement is that Developer provide 20 one-bedroom affordable apartments above Building "B" that will be rented to certain employees (as set forth hereafter) at a rental rate (as set forth hereafter) that is affordable for a two-person household earning 50% of the Area Median Income ("AMI") for Summit County, Utah; and

WHEREAS, a further requirement of the Development Agreement is that Developer enter into an agreement with MCHT to monitor the compliance of the affordable rental units;

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

1. Tenant Qualifications: It is the public policy of Summit County to house employees as close to the workplace as possible, thereby reducing traffic and congestion. Since Developer is providing on-site affordable housing, occupancy of such housing shall be on a priority basis as follows:

   First Priority: Individuals and households meeting income limits with at least one person employed by a business located at the Canyon Corners development.

   Second Priority: Individuals and households meeting income limits with at least one person employed at a business located south of Interstate 80 and west of Highway 224 in Kimball Junction.

   Third Priority: Individuals and households meeting income limits with at least one person employed at a business located south of Interstate 80 and east of Highway 224 in Kimball Junction.

Fourth Priority: Individuals and households meeting income limits with at least one person employed at a business located in Summit County.

Fifth Priority: Individuals and households meeting income limits.

At the time of initial occupancy, Developer shall advertise for qualified tenants for a period of not less than fifteen days and shall thereafter fill the units in accordance with the above priorities from the list of qualified tenants then available. Upon the occurrence of a vacancy, Developer shall review its wait list of qualified tenants (and may advertise for qualified tenants if necessary to obtain a qualified tenant). If a qualified tenant for the First Priority is not located at the time of a vacancy, Developer shall accept the next highest priority potential tenant available at that time.

If a qualified tenant terminates employment which gave them a priority, they may continue to occupy the apartment until the termination of their rental agreement. If there are no other potential qualified tenants available in the First, Second, Third, or Fourth Priorities, Developer may renew the rental agreement for a term of not more than one year. Upon a showing of undue hardship on an individual or household formerly employed by a business in the First, Second, Third, or Fourth Priority and upon consent of MCHT, Developer may choose to renew a rental agreement for a term not to exceed one year.

2. Permitted Rents: Monthly rents shall not exceed an amount equal to 30% of the gross monthly income of a two-person household earning 50% of the AMI for Summit County, calculated utilizing the AMI figures set annually by HUD and published by the Utah Housing Corporation. The permitted rental amount includes rent and utilities. If Developer pays all utilities then the full rent may be charged. If the tenant pays all or some of the utilities a "utility allowance" shall be determined and rents shall be reduced by the amount of the utility allowance. The utility allowance shall initially be determined by a qualified third party rater who shall estimate charges for gas, electric, sewer and water for each unit based upon a complete set of building plans presented to him or her by Developer. MCHT shall approve the third party rater and the utility allowance. In subsequent years, commencing in the year following the first complete year of occupancy, Developer shall provide copies of actual billings for utility providers for at least five occupied units to MCHT so that a new annual utility allowance can be determined and set.

3. Reporting and Compliance: Developer shall provide a monthly rent roll showing each tenants name, unit occupied, rent charged, household gross income, name and location of employment, term of lease and other information related to eligibility requested by MCHT from time-to-time. All lease terms shall be for a minimum of six months. MCHT shall have the right to audit Developer's tenant files at least annually upon ten days advanced written notice to Developer.

4. Energy Star Certification: Upon the issuance of a Certificate of Occupancy Developer shall provide MCHT with a certificate of compliance by a qualified third party showing the construction of the affordable units meet Energy Star 3.0 or its equivalent requirements.

5. Monitoring and Stewardship Fee: Commencing January 1, 2017 and annually thereafter Developer shall pay the sum of $500 to MCHT as a monitoring and stewardship fee. The amount shall increase 3% annually thereafter without notice and continuing until sixty (60) years from the date of the Certificates of Occupancy for the building.

6. Parking: Each apartment unit shall be entitled to, at a minimum, one exclusive parking stall.

7. Term: The term of this Agreement shall be for 60 years from the date of the issuance of the Certificate of Occupancy for the affordable apartments.

8. Recordation of Agreement: The legal description of the 20 one-bedroom affordable units, if different than the legal description of the entire property set forth in the Development Agreement, is attached hereto as Exhibit "A"; otherwise the legal description of the entire parcel as set forth in the Development Agreement is attached hereto as Exhibit "A". Upon execution, this Agreement shall be recorded in the office of the Recorder of Summit County.

9. Notices: All notices required under this Agreement shall be sent to:

   "Developer"
   Canyon Corners Centercal LLC
   1600 East Franklin Avenue
   El Segundo, California 90245
   ATTN: Jean Paul Wardy

   "MCHT"
   Mountainlands Community Housing Trust
   1960 Sidewinder Drive Suite 107
   Park City, Utah 84060
   ATTN; Scott Loomis

   or such addresses as the parties from time-to-time shall change by written notification to the other.

10. Entire Agreement: This Agreement represents the entire agreement between the parties and shall only be amended or modified by a written agreement signed by the parties hereto.

11. Binding Agreement: This Agreement shall be binding upon the successors and assigns of the parties hereto. Summit County shall have the right to change its designee from MCHT to another designee upon 30 days advanced written notice to Developer.

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

"Developer"

Canyon Corners Centercal LLC

____

By its Managing Member

"MCHT"

Mountainlands Community Housing Trust

____

By its Executive Director

Acknowledgments

(Attach California All-Purpose acknowledgment for Canyon Corners Centercal LLC)

STATE OF UTAH)
)
COUNTY OF SUMMIT)

On this 23rd day of January 2016 this Agreement was acknowledged before me by Scott Loomis as Executive Director of Mountainlands Community Housing Trust.

LAURA ELTON
Notary Public State of Utah
Commission #690012
My Commission Expires
July 12 2020

____
Notary Public

4

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On January 18, 2017 before me, Gabriel Roberts, Notary Public,
(here insert name and title of the officer)

personally appeared Jean Paul Wardy,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

GABRIEL ROBERTS
COMM. #2079938
Notary Public - California
Los Angeles County
My Comm. Expires Aug. 29, 2018

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Affordable Housing Agreement
(Title or description of attached document)

Canyon Corners
(Title or description of attached document continued)

Number of Pages 4 Document Date 1/18/17

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

  _______ (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _______

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 1 CANYON CORNERS SUBDIVISION: ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDER'S OFFICE,

Said property is also known by the street address of:
6622 North Landmark Drive, Park City, UT 84098

TAX PARCEL # CANCOR-1

Attachment B

WHEN RECORDED, RETURN TO:

Helen E. Strachan

Deputy Summit County Attorney

Summit County Courthouse

60 North Main Street

Coalville, Utah 84017

RESTRICTIONS

CONCERNING AFFORDABLE HOUSING UNIT

AT BEAR HOLLOW VILLAGE

(Bear Claw Unit 104)

THESE **RESTRICTIONS CONCERNING AFFORDABLE HOUSING UNIT AT BEAR HOLLOW VILLAGE** (hereinafter this "**Deed Restriction**") governs unit number 104 (the "**Unit**") of Bear Claw Condominiums located at 5573 N. Oslo Lane, Park City, Utah 84098 ("**Bear Claw Condominiums**"), as more particularly described in Exhibit A attached hereto, and is made and entered into as of the ___ day of February, 2019 (the "**Effective Date**") by Summit County, a political subdivision of the State of Utah (the "**County**").

Recitals

A. On or about February 17, 2000, the master developer of the Bear Hollow Village Specially Planned Area (the "**Bear Hollow Village SPA**") executed certain *Affordable Housing Master Deed Restrictions for Bear Hollow Village* (the "**Master Deed Restrictions**") which placed restrictions on certain units to be developed within the Bear Hollow Village SPA including all of the units planned for Bear Claw Condominiums. The Master Deed Restrictions were recorded on February 17, 2000 as Entry No. 559329 (Book 1307, Pages 846-851) in the Office of the Summit County Recorder.

B. On or about July 26, 2006, the County and a subsequent developer of the Bear Hollow Village SPA executed certain *Restrictions Concerning Affordable Units at Bear Hollow Village* (the "**2006 Restrictions**") to clarify the affordable housing covenants encumbering Bear Claw Condominiums as well as additional units at The Lodges of Bear Hollow Village. The 2006 Restrictions were recorded on August 4, 2006 as Entry No. 786047 (Book 1808, Pages 1051-1065) in the Office of the Summit County Recorder.

C. On or about December 3, 2008, the County and the developer of Bear Claw Condominiums executed the *First Amendment to Restrictions Concerning Affordable Units at Bear Hollow Village* (the "**2008 Restrictions**") which amended and restated the affordable housing covenants encumbering certain units under the 2006 Restrictions, including all of the units at Bear Claw Condominiums. The 2008 Restrictions were recorded on December 15, 2008 as Entry No. 860498 (Book 1959, Page 51) in the Office of the Summit County Recorder.

D. On or about October 12, 2018, the County, exercising an option to purchase under the 2008 Restrictions, acquired title to the Unit for the purpose of recording new deed restrictions and resetting the resale of the price of the Unit to ensure that the Unit remains affordable to, and occupied by, members of the Summit County workforce.

E. The County, as owner of the Unit, is exercising and recording this Deed Restriction intending that subsequent owners of the Unit be bound by its terms. With respect to the Unit, this Deed Restriction supersedes, in its entirety, the 2008 Restrictions and the 2006 Restrictions. Upon its recording in the public records of the County Recorder of Summit County, Utah, this Deed Restriction shall govern the terms and conditions of ownership, use, and occupancy of the Unit by subsequent owners and their heirs, successors, executors, administrators, devisees and assigns as addressed herein.

Covenants and Restrictions

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants set forth herein, the County hereby submits the Unit to the following covenants and restrictions:

1. DEFINITIONS.

1.1 **"Capital Improvements"** means material improvements or structural changes to a Unit that are more than repairs or cosmetic changes, including changes that would adapt a Unit to a new or different use or materially affect the value or use of the Unit and including, but not limited to, all Permitted Capital Improvements.

1.2 **"County"** means Summit County, a political subdivision of the State of Utah. Actions to be taken or decisions to be made by the County hereunder are to be taken or made by the Summit County Council or the department, employee or third-party designee selected by the County Council to carry out such responsibilities or to administer, generally, the affordable housing programs for the County. As of the date of this Deed Restriction, Mountainlands Community Housing Trust is the County's third-party designee.

1.3 **"Disability"** means a physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment.

1.4 **"Domicile"** means the place where an individual has a fixed permanent home and principal establishment to which the individual, if absent, intends to return and in which the individual and/or his or her household voluntarily reside not for a special or temporary purpose but with the intention of making a permanent home for a minimum of nine (9) months out of each calendar year.

1.5 **"Employment-Qualified Purchaser"** means the purchaser (or at least one purchaser if the Unit is being purchased by two or more individuals) meets the "Employment Qualified" terms and conditions of Subsection 1.16(b).

1.6 **"First Mortgage"** means a Mortgage (as defined in Section 1.9) having priority as to all other Mortgages encumbering the Unit or any part thereof or interest therein.

1.7 **"Household"** means all related and unrelated individuals occupying a Unit as their Primary Residence.

1.8 **"Maximum Resale Price"** means the price above which the Unit may not be sold as calculated by the County using the formula included in Section 4.3. The initial Maximum Resale Price for the Unit is $ 263,792.

1.9 **"Mortgage"** means a mortgage, deed of trust or similar security instrument by which the Unit or any part thereof or interest therein is encumbered.

1.10 **"Net Worth"** means the amount of total assets of the individuals or household that exceed total liabilities, as determined by the County. Total assets does not include funds in retirement accounts that have an early withdrawal penalty.

1.11 **"Notice"** means correspondence complying with the provisions of Section 14.1.

1.12 **"Owner-occupied"** means a Unit that is occupied by the Unit Owner as the Unit Owner's Primary Residence.

1.13 **"Permitted Capital Improvements"** means certain Capital Improvements made to the Unit with the prior written consent of the County in compliance with this Deed Restriction that may increase the Maximum Resale Price under Section 4.3.

1.14 **"Primary Residence"** means the place where Domicile has been established.

1.15 **"Partially Qualified Purchaser"** means a prospective purchaser of the Unit who meets the requirements of a "Qualified Purchaser" in Section 1.16 except that the household income of the prospective purchaser shall not exceed 100% of the AMI for Summit County.

1.16 **"Qualified Purchaser"** means a prospective purchaser of the Unit who meets the following eligibility requirements:

a. Is **"Income Qualified,"** which means the Household of the purchaser earns not more than eighty percent (80%) of the Summit County Area Median Income (**"AMI"**) for the household size of the purchaser(s) as determined by the County with reference to the U.S. Department of Housing and Urban Development calculation of AMI, or other AMI calculation adopted by the County; AND

b. Is **"Employment Qualified"** which means

i. the purchaser (or at least one purchaser if the Unit is being purchased by two or more individuals) is employed full time at a business or businesses if multiple part-time jobs) located in Summit County. For purposes of this Section 1.16, "full time" is defined as working for a business or businesses located in Summit County a minimum of 1,560 hours per year (or approximately 30 hours per week), or if self-employed, the purchaser must be registered as a business entity in the State of Utah, have a current Summit County business license, and provide substantial goods and/or services within Summit County; or

ii. the purchaser (or at least one purchaser if the Unit is being purchased by two or more individuals) is a retired person who was a full-time employee of a business located within Summit County for at least two continuous years immediately preceeding his or her retirement; or

iii. the purchaser is unable to work due to a Disability; AND

c. The prospective purchaser's Household shall not have a Net Worth in excess of four (4) times the AMI for Summit County at the time of reference (with AMI being for a household of four regardless of the household size of the purchaser).

The County may establish policies and procedures for evaluating whether an applicant is a Qualified Purchaser, and any determinations made regarding an applicant's qualifications shall be final.

1.17 **"Reasonable Efforts"** means good faith efforts to advertise the Unit for sale at its Maximum Resale Price through appropriate local means as determined by the County. The County may establish standards for what constitutes Reasonable Efforts under this Deed Restriction.

1.18 **"Unit Owner"** means the transferee or transferees receiving title to, or a fee interest in, the Unit and all subsequent person(s) vested with record title of the Unit according to the records of the County Recorder of Summit County, Utah. Unit Owner shall not include a person who holds an interest in a Unit merely as security for the performance of an obligation.

2. OCCUPANCY REQUIREMENT.

Each Unit shall be Owner-occupied unless a Unit Owner receives the prior written consent of the County, who, in its sole and absolute discretion, may grant an exception. Each Unit Owner shall occupy his or her Unit as a Primary Residence.

3. RENTING THE UNIT.

3.1 <u>Owner Occupancy Required</u>. The Unit shall be Owner-occupied and shall not be rented without the express written consent of the County.

3.2 <u>Rental Allowed in Limited Circumstances and on Restricted Terms</u>. Under certain extenuating circumstances and upon the written request of the Owner, the County may allow rental of the Unit on a limited basis. Upon written consent of the County (which shall be at the discretion of the County), the Unit may be rented on the following terms:

a. *Rental Period.* The rental period shall be for a minimum of ninety (90) days, but shall not exceed twelve (12) months. **Short-term/nightly rental of the Unit is <u>expressly prohibited</u> absent prior written consent as outlined in Article 2.**

b. *Eligible Tenant(s).* The Unit may be rented to an individual or Household earning no more than 60% of the Summit County AMI for a family of four (regardless of family size of tenant) who has been Income Qualified (as described in Section 1.16(a), above) by the County.

c. *Rental Amount*. Unless otherwise approved in writing by the County, the rent charged shall not exceed the "Maximum Gross Rents" allowed for a two-bedroom unit at 60% AMI as established and updated annually by the Utah Housing Corporation.

d. *Audit*. For any rentals allowed under this Article 3, the Unit Owner shall keep accurate and complete records which shall be made available to the County upon request for verification of compliance with these provisions.

e. *Documentation and Affidavit of Owner*. The County may require the Unit Owner to provide documentation of the circumstances underlying the need to lease the Unit. In addition, the Unit Owner may be required to sign an affidavit stating it is their intent to reestablish the Unit as their Primary Residence at the end of the temporary rental period.

3.3 Single Room Rental. The County may, at its sole discretion, allow the rental of a single bedroom or bedrooms within an Owner-occupied Unit to the Unit Owner's family members or to non-family members employed at businesses located in Summit County, including seasonal employees. Such room rental shall be on the same terms as provided in Section 3.2 except that family members need not be Income Qualified, and the rental rate charged shall not exceed the proportional share (by bedroom, e.g., 1 bedroom in a 2 bedroom Unit = 50%) of the rent allowed under Section 3.2(c). In considering whether to allow the rental of a single bedroom or bedrooms, the County shall take into account any impacts such rental may have on the area, including impacts on parking, traffic or other issues related to the use and enjoyment of owners of neighboring properties or in the community as a whole. The approval of any such rental may be made with conditions that are enforceable by the County as if they were included in this Deed Restriction. Note that approval of a room rental under this Section does not constitute approval by the Bear Claw Condominium Homeowners Association or of any health and safety related regulations that may apply.

3.4 Unauthorized Rental. Any rental of the Unit in violation of this Deed Restriction shall trigger, in favor of the County, an option to purchase the Unit from the Owner under the terms set forth in Article 4. If the County determines that the Unit is being rented in violation of this Deed Restriction, then the County shall send Notice to the Unit Owner and the tenants indicating that the tenants' rights, including but not limited to occupancy, are immediately extinguished and the option to purchase has been triggered. The Notice shall serve as a Notice of Intent to Sell under Section 4.1. Thereafter, the County's Option shall follow the procedures and timing as provided in Article 4. If the Unit Owner fails to execute conveyance documents necessary to complete a sale of the Unit to the County, the Unit Owner shall be responsible for any and all court costs and attorney's fees to compel performance of such conveyance.

4. SELLING THE UNIT.

Any sale of the Unit shall comply with the terms of this Article 4.

4.1 County Option to Purchase. Before the Unit Owner may sell the Unit to a third party, the Unit must first be offered to the County as follows:

a. *Notice of Intent to Sell.* Once the Unit Owner decides to sell the Unit, the Unit Owner shall provide Notice to the County of its intent to sell, which shall be substantially the same form as set forth in Exhibit B (the "**Notice of Intent to Sell**"). The Notice of Intent to Sell shall include a proposed sale price not to exceed the Maximum Resale Price. The Notice of Intent to Sell shall be served on the County in accordance with Section 14.1(b). The date on which the Notice of Intent to Sell is served on the County is the "**Offer Date.**"

b. *Option to Purchase.* The County shall have the option (the "**Option**"), for a period of sixty (60) days after the Offer Date (the "**Option Period**") to purchase the Unit at the offered price. The Option shall be freely assignable by the County to a third party. The County may exercise the Option by delivering the Unit Owner Notice of exercise of the Option (the "**Exercise Notice**") before the expiration of the Option Period. The County shall endeavor to notify the Unit Owner of whether it will exercise the Option as early as possible within the Option Period. If the County elects to exercise the Option, the County shall close within thirty (30) days after delivering the Exercise Notice. During the Option Period, the Unit Owner shall not sell any interest in such Unit, however, if the County: (i) notifies the Unit Owner that it will not exercise the Option; (ii) fails to deliver the Exercise Notice (or notice that it will not exercise the Option) during the Option Period; or (iii) exercises the Option but fails to close within thirty (30) days after delivering the Exercise Notice (unless such closing date is extended by the parties), then the Option shall automatically terminate without the need for further notice or documentation.

4.2 Sale to a Qualified Purchaser. Upon termination of the County's Option under Section 4.1, the Unit Owner shall have the right to sell the Unit to a Qualified Purchaser as follows:

a. *Potential Purchasers List.* The County shall maintain a list of persons interested in purchasing deed restricted housing that potentially meet the definition of a Qualified Purchaser (the "**Potential Purchasers List**"). Once the Unit is available for sale, the County shall, if requested by the Unit Owner, assist in facilitating delivery of Unit Owner's marketing information to parties on the Potential Purchasers List.

The County may adopt written guidelines and policies to more specifically regulate the eligibility and priorities of Qualified Purchasers that are not inconsistent with the criteria set forth in Section 1.16 above and this Deed Restriction. Persons wishing to be evaluated for Qualified Purchaser status will be required to provide income and employment documentation to the County for evaluation. Notwithstanding that the County will assist the Owner in locating a purchaser for the Unit, the County makes no representation that a Qualified Purchaser that is willing and able to close on the purchase will be identified through the Potential Purchasers List.

The Unit Owner is not prohibited from entering into a purchase contract with a potential purchaser prior to the purchaser being approved by the County; however, the Unit Owner does so at the risk of the purchase contract being voided if the potential purchaser is not subsequently approved. In any event, a potential purchaser must be approved as a Qualified Purchaser by the County for the purchase of the Unit within five (5) business days after entering into a purchase contract.

b. *Sale to Qualified Purchaser.* If the County does not exercise its Option under Section 4.1, the Unit Owner shall undertake Reasonable Efforts for a period of not less than thirty (30) days after termination of the Option Period, to negotiate a contract for sale of the Unit to a Qualified Purchaser. In no instance shall the Unit Owner be required to sell the Unit for less than the Maximum Resale Price.

c. *Sale to Partially-Qualified Purchaser.* If, after thirty (30) days of Reasonable Efforts of marketing the Unit for sale, the Unit Owner is unable to enter into a purchase contract with a Qualified Purchaser, the Unit Owner shall, for a period of thirty (30) additional days, undertake Reasonable Efforts to enter into a contract with a Partially-Qualified Purchaser.

d. *Sale to an Employment-Qualified Purchaser.* If, after sixty (60) total days of Reasonable Efforts of marketing the Unit for sale, the Unit Owner is unable to enter into a purchase contract with a Qualified Purchaser or a Partially-Qualified Purchaser, the Unit Owner, shall for a period of sixty (60) additional days, undertake Reasonable Efforts to enter into a contract with an Employment-Qualified Purchaser.

e. *Sale to Non-Qualified Purchaser.* If, after undertaking Reasonable Efforts to sell the Unit to a Qualified Purchaser (30 days), to a Partially Qualified Purchaser (additional 30 days), and to an Employment Qualified Purchaser (additional 60 days – for 120 days total), the Unit Owner has not entered into a purchase contract to sell the Unit to a person who qualifies under this Deed Restriction, then the Unit Owner shall have the right to sell the Unit to any person who will meet the Owner-occupancy requirement. The **sale of the Unit to such purchaser does not limit the applicability of this Deed Restriction in any way with respect to such purchaser's use, occupancy and subsequent resale of the Unit.**

4.3 Maximum Resale Price. In no event shall the Unit Owner sell the Unit for an amount that exceeds the Maximum Resale Price. The Maximum Resale Price shall be calculated by the County by taking the price the Unit Owner paid for the Unit (the "**Owner's Purchase Price**") and adding to that amount the following: (i) 0.25% of Owner's Purchase Price for each complete month that the Unit Owner owned the Unit (equivalent to 3% per year), which percentage increase shall not be compounded; (ii) the amount of any Permitted Capital Improvements; and (iii) a unit transfer fee that may be charged by the County at closing to defray the cost of monitoring this Deed Restriction and facilitating the sale of the Unit, which fee may not exceed one-half of one percent (0.5%) of the Maximum Resale Price (or the actual sales price if less). The Maximum Resale Price is further subject to the maintenance requirements (and possible adjustments) of Article 5. Appreciation of the Owner's Purchase Price as described in this paragraph shall not apply for the period the Unit Owner is found in default pursuant to Article 9.

A purchaser shall pay no more for the Unit than is set forth in this Section 4.3 and shall not pay on behalf of seller any real estate commissions, closing costs, or other capital improvements attached to the Unit that are not Permitted Capital Improvements, or any other costs or fees not made a part of the purchase contract. The sale of any separate personal property such as appliances or furnishings may not be a condition of sale of the Unit. A purchaser shall pay all costs associated with financing the purchase of the Unit and all other closing costs customarily paid by purchasers of similar property in Summit County.

4.4 Recording of Affidavit Prior to Sale. In conjunction with conveyance of the Unit, the parties (Unit Owner and purchaser) and the County shall execute a *Combined Certification and Affidavit* in substantially the same form as set forth in Exhibit C, which document shall be recorded in the Office of the Summit County Recorder. Failure to record the signed Combined Certification and Affidavit within five (5) business days after the closing shall be considered grounds for default and possibility of reverter pursuant to Article 9.

4.5 Permitted Capital Improvements. The Unit Owner may include the cost of certain Permitted Capital Improvements, as more particularly described in Exhibit D attached hereto in the Maximum Resale Price. Permitted Capital Improvements must be approved in advance by the County and shall be added to the Maximum Resale Price only after the Unit Owner submits to the County: a signed Unit Owner's affidavit (on a form provided by the County) verifying that the work was performed on the Unit, paid for by the Unit Owner, and that any submitted receipts are valid and correct; receipts (original or duplicate) to verify the actual amounts expended by the Unit Owner; and copies of any building permit(s) or certificate(s) of occupancy issued by the Summit County Building Department with respect to the improvements, if required.

Note: The County shall have no obligation to approve requests for qualifying Permitted Capital Improvements that are submitted more than six (6) months after the completion date of the work. The County shall have the right to inspect the work prior to making a determination whether it qualifies as Permitted Capital Improvements. Capital Improvements that failed to obtain any needed building permits, including final inspections and certificates of occupancy, shall not qualify as Permitted Capital Improvements.

a. *Out of Pocket Costs*. In calculating the costs included under this Section 4.5, only the Unit Owner's actual out of pocket costs and expenses shall be eligible. Amounts related to profit, labor (sweat equity) or appreciation in Unit value will not be approved.

b. *Other Limitations*. At no point in time shall the total amount of the Permitted Capital Improvements exceed ten percent (10%) of the Maximum Resale Price, on a cumulative basis, unless approved by the County in writing. The cost of all non-permanent Permitted Capital Improvements shall be depreciated on a straight line basis at the rate of ten percent (10%) per annum for ten (10) years commencing one (1) year after the date of installation.

c. County Discretion to Approve. The County shall have the ultimate authority to determine whether any requested improvement qualifies as a Permitted Capital Improvement.

d. No Limitation on Owner's Right to Make Improvements. The provisions of this Section 4.5 and any related terms in this Deed Restriction shall not be interpreted as prohibiting the Unit Owner from making any desired and lawful modifications or improvements to the Unit at any time whatsoever. These provisions merely serve to establish a cap on the amount and type of improvements that may increase the price of the Unit for a subsequent purchaser, as it is the intent of this Deed Restriction that the Unit remain permanently affordable to members of the local workforce. Note, however, that improvements to the exterior of the Unit and certain interior improvements may be subject to design review and approval in accordance with the governing documents for Bear Claw Condominiums and Bear Hollow Village Master Association.

4.6 **No Guaranty. Nothing herein shall be construed as a representation or guaranty by the County that the Unit Owner will receive the Maximum Resale Price for the Unit upon sale.**

5. MAINTENANCE OF UNIT; PRE-SALE INSPECTION; INSURANCE.

5.1 Minimum Maintenance Standards. The Unit shall at all times be maintained in good, safe, and habitable condition in all respects, normal wear and tear excepted, and in full compliance with all applicable laws, ordinances, rules and regulations of any authority having jurisdiction over the Unit. In addition, **the Unit must be maintained to certain minimum standards of physical condition, as set forth in Exhibit E, for the Unit to be offered for sale at the Maximum Resale Price.**

5.2 Pre-Sale Inspection and Assessment. Thirty (30) days prior to offering the Unit for sale (which period may be waived or reduced at the discretion of the County), the Unit Owner must contact the County, and the County will conduct an inspection of the Unit. After inspection, the Unit Owner will be provided a list of items that must be remedied prior to closing to bring the Unit to the minimum maintenance standards such that it may be offered at the Maximum Resale Price. The list will include the County's estimate of the cost to complete necessary maintenance and repairs. The Unit Owner shall then either make the necessary repairs, or the estimated cost of said repairs will be deducted from the Maximum Resale Price. If the Unit Owner chooses not to perform the repairs and accept the reduction in the Maximum Resale Price, then the inspection results and the repair estimate must be disclosed to any potential purchaser before the expiration of any inspection contingency periods associated with the purchase. This requirement applies to any sale of the Unit including under the County's Option as set forth in Section 4.1.

5.3 Insurance. To the extent such insurance is not provided by the Bear Claw Condominium Homeowners Association, the Unit Owner shall continuously insure the Unit against all risks of physical loss for the full replacement cost of the Unit.

6. ANNUAL COMPLIANCE REPORT.

The Unit Owner shall complete and provide to the County an annual compliance report on a form to be provided by the County. Failure of the County to mail or otherwise provide the annual compliance report form to the Unit Owner does not discharge the obligations of the Unit Owner to comply with this Deed Restriction or report compliance to the County on an annual basis. As part of the reporting process, the County may request additional documentation from the Unit Owner to demonstrate compliance, and the Unit Owner shall provide such additional documentation in the timeframe and manner requested or shall be subject to default as outlined in Article 9. In conjunction with the annual compliance report, the County may conduct a physical inspection of the Unit.

7. MORTGAGE PROTECTION.

7.1 Subordination to First Mortgage. Except as provided in this Article 7, this Deed Restriction shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage encumbering the Unit and to all advances validly secured by said First Mortgage.

7.2 Notice of Default; Notice of Foreclosure. Notwithstanding the subordination provision above, the holder of a First Mortgage shall serve Notice on the County per Section14(b)): (a) if the Unit Owner is in default of the First Mortgage for more than 60 days; and (b) if foreclosure proceedings have commenced against the Unit.

7.3 Option to Acquire Unit from First Mortgagee. If the holder of a First Mortgage takes title to the Unit by way of trustee's sale, foreclosure, deed-in-lieu of foreclosure or similar means, the County shall have the right to purchase the Unit from the holder by delivering Notice to said holder of the First Mortgage within sixty (60) days after the date the holder takes title to the Unit (the "**Exercise Period**"); provided, however, that said holder shall have served Notice of such event upon the County in accordance with Section 14(b) below or the Exercise Period shall be extended to 60 days after the date of service of Notice. The purchase price to be paid by the County for the Unit shall be equal to the lesser of: (a) the amount of outstanding principal, delinquent payments, and any advances validly secured by the First Mortgage; or (b) the Maximum Resale Price, plus the sum of all taxes, interest, insurance, and title insurance then due and payable. Provided the lender has acted to cure any default within one hundred eighty (180) days or within a reasonable time established by industry standards (if greater), the purchase price may also include reasonable attorneys' fees and other reasonable costs incurred to recover the Unit through a trustee's sale, foreclosure, deed-in-lieu of foreclosure or other similar means. In the event the County timely exercises such right to purchase the Unit, the County shall close on the purchase within thirty (30) days following the date that the County delivers Notice of its intent to acquire the Unit (the "**Closing Deadline**").

7.4 No Impact on Foreclosure Sale. The provisions of Section 7.3 shall not impair the holder of a First Mortgage from causing the Unit to be sold at public sale by way of judicial or non-judicial foreclosure. Any purchaser at such sale (other than the holder of the First Mortgage as provided in this Article 7) shall acquire the Unit subject to this Deed Restriction. In the event of such public foreclosure sale, the County shall have no rights greater than or different from others bidding for the Unit, except that the County shall have the post-foreclosure option to purchase described in Section 7.3.

7.5 Termination of Deed Restriction Upon Foreclosure; Applicability. If the holder of a First Mortgage acquires the Unit via foreclosure sale or similar legal means as described in Section 7.3 above and the County does not exercise its option to purchase the Unit (by either failing to deliver Notice to the holder within the Exercise Period or failing to close on such purchase by the Closing Deadline), then the provisions of this Deed Restriction shall automatically terminate with respect to the Unit and the holder of the First Mortgage shall be entitled to transfer the Unit free and clear of this Deed Restriction. In such event the owner of the Unit may, but shall not be required to, file in the Office of the Summit County Recorder an affidavit or other notice of termination, reciting the events giving rise to the termination of this Deed Restriction. Any such termination of this Deed Restriction with respect to the Unit shall not affect the enforceability of this Deed Restriction or similar restrictions with respect to other units in Bear Claw Condominiums.

The above-described termination of this Deed Restriction shall apply only to the acquisition of the Unit by (or through) the holder of a First Mortgage strictly as described in the preceding paragraph. **If any other person or entity (including the County) shall acquire the Unit through foreclosure or trustee's sale or by any similar means, such acquisition shall be made, and the Unit shall remain, subject to the terms and conditions of this Deed Restriction which shall not be automatically terminated by said foreclosure sale or other transfer event.**

8. CERTAIN MORTGAGES VOID; PENALTY FOR FRAUD.

8.1 Encumbrance Exceeding Maximum Resale Price is Void. In the event any encumbrance, including the refinance of a First Mortgage, when recorded against the Unit causes the total lien amount of all encumbrances (regardless of whether caused individually or cumulatively, and regardless of the actual amount of the offending encumbrance) to exceed the

Maximum Resale Price, the encumbrance, subject to the provisions of this Article 8, shall be **void ab initio**. This Deed Restriction exists to preserve affordability for targeted income households and any encumbrance that exceeds the Maximum Resale Price (whether taken individually or as the result of the cumulative of all encumbrances) violates public policy and, on its face, constitutes predatory and illegal lending practices. The encumbrance exceeding the Maximum Resale Price is void in its entirety and there shall be no replacement equitable encumbrance in an amount not exceeding the Maximum Resale Price. An affidavit filed by County reciting this requirement and the Maximum Resale Price at the time of the recording of the encumbrance declaring the intention to void the encumbrance shall be sufficient to void the encumbrance of record. Notwithstanding the foregoing, the voiding of the security for a promissory note or underlying debt instrument shall not automatically void such indebtedness. For purposes of loans from governmental agencies or other approved (by the County) lenders such as the Veterans Administration or the U.S. Department of Agriculture – Rural Development wherein 100% of the purchase price is financed and costs of loans (not to exceed 5% of the loan amount) are permitted, such loans shall not be deemed a violation of the provisions of this Section 8.1.

8.2 Fraud by Owner; Penalty. The Unit Owner has acknowledged the existence of this Deed Restriction and is aware of the provisions contained herein. The act of executing a debt instrument and encumbrance in an amount exceeding the Maximum Resale Price with the intent to defraud is an act of fraud and against public policy. Accordingly, the perpetrator of such act should not benefit from such activities so, upon the recording of an encumbrance executed by the Unit Owner exceeding the Maximum Resale Price, all right, title and interest of Unit Owner in the Unit shall revert to the County. This reversion to the County shall be perfected by the County recording an affidavit stating this requirement and the Maximum Resale Price at the time of the recording. The reversion of the Unit to the County and the voiding of the encumbrance recorded against the Unit shall not relieve the Unit Owner of any underlying debt obligations to the lender.

9. DEFAULT AND REMEDIES.

9.1 Default. Noncompliance with any part of this Deed Restriction constitutes a default, which shall include but are not limited to: (a) unauthorized rental of all or a portion of the Unit; (b) obtaining financing or a combination of financings that in the aggregate exceed the Maximum Resale Price; (c) not using a Unit as an Owner-occupied Primary Residence; (d) failure to pay the monetary penalties of Section 9.3; (e) failure to submit the Annual Compliance Report required by Article 6; (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on any Unit; or (g) failure to record the affidavit required in Section 4.4.

9.2 Monetary Penalties. Upon Notice from the County to a Unit Owner of default, the Unit Owner shall have thirty (30) days to cure such noncompliance. If the Unit Owner does not cure the noncompliance within thirty (30) days, the County may assess monetary penalties against the Unit Owner of up to two-hundred and fifty dollars ($250.00) per day beginning on the thirty-first (31) day after providing Notice per Article 14. Unless prior approval was obtained per Article 2, rental of any Unit on a short-term/nightly basis shall constitute an automatic default without the need to provide the Unit Owner Notice and an opportunity to cure the noncompliance. In those instances, the County may charge the Unit Owner automatic fines of up to the greater of \$500 per day or the rate charged for rental of the Unit per night.

9.3 County to Maintain a Possibility of Reverter. If a Unit Owner does not cure the default within thirty (30) days, then the County may initiate the process of obtaining title to such Unit Owner's Unit as further described in this paragraph. The County shall send Notice to the Unit Owner that contains the specific default, the dates of such noncompliance, a record of other Notices sent regarding such default, and that notifies the Unit Owner of an informal hearing before the County Council to take place within thirty (30) days of such Notice, at which the Unit Owner may present evidence or call witnesses. After such Notice and informal hearing, the County Council shall issue a final ruling within thirty (30) days of the hearing which shall make a finding as to the Unit Owner's default. Upon a final ruling of default against such Unit Owner, the occurrence of such condition subsequent shall trigger the County's right to title in fee simple to the Unit Owner's Unit, and, upon the exercise of such right by the County, title will revert to and become revested in the County, and such title will be revested fully and completely in it, and the County will be entitled to and, subject to applicable law, may of right enter upon and take possession of the Unit; provided that, contemporaneously with the County's exercise of its reversionary interest, the County shall repay, or cause to be repaid any debt or obligation incurred by the Unit Owner for the acquisition of the Unit to the extent such debt or obligation is secured by a lien against the Unit. Upon successful closing of the Unit, any reversionary interest of the County granted by this Section shall terminate in regards only to that specific finding of default. If the County pays, or causes to be paid, pursuant to this Section amounts to satisfy liens against the Unit that are more than the Maximum Resale Price, then the County may seek a deficiency judgment against such Unit Owner for the difference between the amount paid and the Maximum Resale Price.

9.4 Right To Purchase. Upon a finding of default by an informal hearing conducted by the County Council as described in Section 9.3, a Unit Owner shall work with the County to sell the Unit to the County for the Maximum Resale Price less any penalties owed. Upon such finding of default, the County shall have the option, in its sole discretion, to exercise or assign its reversionary interest pursuant to Section 9.3, to exercise or assign its right to purchase pursuant to this Section, or to seek any other remedy provided to it at law or in equity.

9.5 Violation of Criminal Code. In addition to the remedies contained herein, the Unit Owner and other individuals dealing with the transfer and/or management of the Unit (including lenders, Realtors, attorneys and title professionals) may be subject to the provisions of Summit County Code §5-2-7: Affordable Housing Fraud (as may be amended or replaced).

9.6 Remedies Not Exclusive. Except as provided in Section 9.3 regarding the termination of the County's reversionary interest upon a sale pursuant to Section 9.4, no remedy conferred by any of the specific provisions of this Deed Restriction is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

9.7 Attorney Fees. If any party shall take or defend against any action for any relief against another party arising out of this Deed Restriction, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including but not limited to reasonable attorney fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment.

10. ENFORCEMENT.

The County shall monitor compliance with the terms of this Deed Restriction and have the power to exercise all remedies available at law and in equity to ensure compliance by the Unit Owner and their successors in interest.

11. TERM.

This Deed Restriction shall continue in full force and effect for 99 years after the Effective Date unless terminated sooner by the mutual agreement of the Unit Owner and the County (the "**Term**"). If the Deed Restriction is so terminated, or terminated for any reason whatsoever, the Unit Owner shall remain subject to the restrictions herein regarding the Maximum Resale Price until such time as they sell the Unit, at which time the Unit shall be sold at a market price but such Unit Owner shall be entitled to retain the proceeds of sale as if the Unit sold at the Maximum Resale Price, with the difference between the net proceeds at the Maximum Resale Price and the actual (market rate) sales price being transferred to the County to be utilized in furtherance of the County's affordable housing goals (as determined by the County Council). Alternatively, the Unit Owner at the time of termination may have an appraisal performed of the Unit (by an appraiser of the County's choosing), at the Unit Owner's expense, and pay directly to the County the difference between the then Maximum Resale Price and the proceeds from a hypothetical market rate sale (based on the appraisal value), and continue to own the Unit except that it shall be unencumbered by any provision of theis Deed Restriction. In either case the Deed Restriction shall not terminate with respect to the Unit until the required payment is actually received, unencumbered, by the County.

12. CHOICE OF LAW.

This Deed Restriction shall be governed and construed in accordance with the laws of the State of Utah.

13. RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND.

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

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

14. MISCELLANEOUS.

14.1 Notice.

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

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

Summit County Clerk

P.O. Box 128

Coalville, Utah 84017

With a copy to:

Summit County Attorney

P.O. Box 128

Coalville, Utah 84017

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

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

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

14.4 Modifications. Any modification of this Deed Restriction shall be effective only when made by writings signed by the County and the Unit Owner and recorded in the Official Records of Summit County, Utah.

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

IN WITNESS WHEREOF, the County has executed this Deed Restriction as of the Effective Date.

SUMMIT COUNTY:

By: ______________________________

Tom Fisher, County Manager

APPROVED AS TO FORM:

____

Helen E. Strachan Deputy County Attorney

Notary Acknowledgment

STATE OF UTAH

COUNTY OF SUMMIT

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

____

Notary Public

EXHIBIT A

Legal Description of Unit

EXHIBIT B

Notice of Intent to Sell

I [insert name], the owner of [insert property address] (the "**Unit**"), am hereby providing Summit County with a Notice of Intent to Sell as outlined in Section 4.1 of the Deed Restriction covering the Unit. I intend to sell the Unit at the following price (which may not exceed the Maximum Resale Price as set forth in the Deed Restriction):

$ ____________

The terms and conditions of such intended sale are as follows [if none, write 'none']:

I understand that after the County's receipt of this Notice, the County has the option, for a period of sixty (60) days, to purchase the Unit under the terms of Article 4 of the Deed Restriction. I understand that during such 60 day period, the County may:

A. Exercise the option to purchase on the terms and within the time periods set forth in the Deed Restriction; or

B. Notify me that the option to purchase will not be exercised, at which point I will be free to sell the Unit to a Qualified Purchaser (or other eligible party) in accordance with the Deed Restriction.

Sincerely,

[Owner]

EXHIBIT C

Combined Certification and Affidavit

A. Certification and Consent to Transfer.

Summit County hereby certifies that __________, of ______________________, is a 'Qualified Purchaser' under the terms set forth in the RESTRICTIONS CONCERNING AFFORDABLE HOUSING UNITS AT BEAR HOLLOW VILLAGE dated ________ and recorded in the Summit County Recorder's Office on _________ as Entry No. _________ (Book ____, Pages ____), and consents to the transfer of the residence located at _____________, Park City, Utah for a sales price not to exceed $_______ as calculated pursuant to the Deed Restriction.

Summit County

By: ______________________________ Date___________________

B. Affidavit of Buyer and Seller.

The undersigned, "**Seller**" and "**Buyer**", hereby affirm that the restricted affordable housing unit located at _______________ Park City, Utah 84098 (Unit ___, Bear Claw) is being sold at or below the Maximum Resale Price set forth in the TO RESTRICTIONS CONCERNING AFFORDABLE HOUSING UNITS AT BEAR HOLLOW VILLAGE executed on __________ and recorded in Book ____ Pages _____ in the Office of the Summit County Recorder (the "**Deed Restriction**"). A copy of the Deed Restriction is attached hereto.

As of the date of the contract for sale the approved Maximum Resale Price is $_______. The property is being sold for a total purchase price of $_______. There is no other consideration paid by or on behalf of Buyer to Sellers or Sellers' agents other than the purchase price set forth herein.

Seller and Buyer affirm and acknowledge that under the Deed Restriction the price upon resale has limits and any attempt to circumvent such Deed Restriction could be a violation of applicable criminal ordinances.

Buyer further affirms that any income and employment information provided to Summit County or its designee in conjunction with the purchase of the residence is true and accurate and that Buyer is purchasing the residence for personal use. By affirmation hereof, Buyer acknowledges the applicability and validity of the Deed Restriction and understands and agrees that any subsequent conveyance or sale will be subject to limitations and requirements set forth therein including, but not limited to, sales price, income qualifications of the purchaser, improvements and the like. Buyer acknowledges that any future conveyance of the residence not approved in advance by the County under the Deed Restriction will be null and void and of no force or effect.

Finally, Seller and Buyer hereby authorize the release of the Closing Statement by the closing agent to the County or its designee for the sole purpose of tracking the ownership change and financial details of the sale.

Seller **Buyer**

__________________________ __________________________

Date: _______________ Date: _______________

Notary Acknowledgments

STATE OF UTAH

COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this ___ day of _______ by "Seller"
_________________.

____

Notary Public

STATE OF UTAH

COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this ___ day of _______ by "Buyer"
_________________.

____

Notary Public

EXHIBIT D

Permitted Capital Improvements

1. The term "**Permitted Capital Improvements**" as used in Section 4.5 of the Deed Restriction shall include only new construction and/or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, and shall be limited to the following items:

a. the addition of new residential square footage (or conversion of existing space to residential square footage), or the addition of new decks, patios or similar space that expands or extends the practical residential use of the unit;

b. improvements made for the purpose of energy and/or water conservation;

c. improvements to benefit seniors and/or handicapped persons;

d. improvements made for the purpose of improving the safety, health and/or quality of life of occupants including fire safety/suppression systems, air conditioning, water or air filtration, water softeners and similar items; and

e. improvements required by any government agency.

2. Permitted Capital Improvements shall not include any of the following items:

a. upgrades to, or replacement of, appliances, plumbing and mechanical fixtures, carpets, and similar items that were included as part of the original construction of the Unit;

b. upgrades to, or the addition of, decorative items, including lights, window coverings, and similar items;

c. repairing, replacing and/or maintaining existing fixtures, appliances, plumbing and other mechanical fixtures, painting, carpeting and other similar items;

d. hot tubs, spas, saunas/ steam showers and other similar items;

e. any changes or additions to the Unit made by the County prior to sale of the Unit to the Owner; and

f. landscaping.

3. Permitted Capital Improvement items and their associated costs must be approved by Summit County in writing prior to being added to the Maximum Resale Price as described in Section 4.3 of the Deed Restriction. If there is a disagreement regarding the eligibility of any Permitted Capital

Improvements, Summit County shall have the final and exclusive authority to interpret the provisions of this Exhibit D.

Exhibit E

MINIMUM STANDARDS FOR
SELLER TO RECEIVE MAXIMUM RESALE PRICE

- Clean Unit
- No excessive wear and tear of carpet
- Scratches, holes, burned marks (other than normal wear and tear) repaired in hardwood floors, linoleum, tile, counter tops, etc.
- Walls and ceilings paint ready – no unpatched holes or stickers etc left thereon
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors in working order with no holes
- All locks on doors work
- All keys will be provided (e.g., door, mailbox, garage)
- All mechanical systems in working order
- All light fixtures in working order
- All appliances are in good working order and good condition
- No plumbing leaks or drips
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- Landscaping maintained
- Concrete steps, walks, driveways in good condition (if applicable)

Attachment C

Ownership and Operation of Employee Housing: Construction, ownership and operation arrangements may vary. Developer may self-perform or may enter into arrangements with one or more not-for-profit or for-profit operators providing for the construction and/or ownership and operation of employee housing. The operator in control of each employee housing unit (whether an outside entity or the Developer, the "Operator") will make the unit available for rental to qualified employees in accordance with the standards described below.

Procedures for Implementing Occupancy Priorities: Developer or the Operator designated by Developer to operate the following-described registration system, will create and administer a system for the registration, notification, and validation of the employment and household income of any person interested in leasing an employee housing unit. Not less than 30 days prior to the commencement of employee housing leasing, Developer or its designated Operator will advertise the availability of the employee housing and solicit registrations and employment and household income verifications from interested persons meeting the employment priorities and household income targets for occupancy; any person submitting employment and income documentation confirming qualifications to occupy an employee housing unit is a "Registered Employee." Evidence of employment may include, employer verification, written employment offers with work commencement dates within the following 90 days, evidence of part-time or seasonal positions, and evidence of bona fide self-employment or home occupations presently conducted in Summit County and appropriate documents to verify household income. From time to time thereafter and at any time Developer or its designated Operator does not have at least one Registered Employee in at least two of the occupancy priority categories, Developer or its designated Operator will re-advertise the availability of employee housing and solicit additional registrations. At the time of any offering of any employee housing units for lease, Developer or its designated Operator will provide a list of all Registered Employees to an Operator of an available unit; in turn, that Operator will give notice of a leasing opportunity to all Registered Employees by email, text message or other method preferred by the registrant and will provide not less than 10 days for Registered Employees to confirm their respective qualifications for occupancy and their respective interest in leasing the available unit (a Registered Employee who makes such confirmations is an "Interested Tenant"). Thereafter, the Operator of the unit shall lease the unit to an Interested Tenant in the first priority or, if there is no such Interested Tenant, to an Interested Tenant in the next highest level of priority where there is an Interested Tenant. In the event there is no Interested Tenant, the unit may be leased for not more than 6 months to a tenant that is not income or employment qualified and will be reoffered to Registered Employees at the end of that period of occupancy. Each Operator of a unit shall keep records of the evidence of compliance with the notification requirement, responses and Interested

Tenants for each of the leasing opportunities and make that information available upon request to the Developer, its designated Operator of the registration system and the County.

<u>Change in Income or Employment Status</u>. If a qualified tenant terminates employment providing a priority opportunity to occupy an employee housing unit or is no longer qualified to occupy the unit based on household income, that tenant may continue to occupy the employee housing unit through the end of the current lease term. If there are no other Registered Employees after advertising for additional qualified employees at least 60 days before the end of the lease term or in the event that undue hardship would be imposed on the tenant, the lease may be extended for a term of not more than 6 months.

<u>Maintenance and Repair Responsibilities:</u> Each Operator will provide such maintenance, repair and replacement of common areas, and common features of multifamily or attached employee housing units, including foundation, roof and other structural features, as is typical in such projects in the Park City area. Each Operator will provide a plan for maintenance and maintenance funding upon the request of the County. Subject to the foregoing obligation of an Operator, each tenant will be obligated under each lease to maintain the employee housing unit in good, safe, and habitable condition in all respects, except for normal wear and tear, and in full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the unit. Each tenant will be obligated to repair at tenant's expense all damage caused by tenant and remedy all conditions in violation of the standards in the preceding sentence.

<u>Restrictions, Rules and Regulations</u>: A summary of the provisions of the Employee Housing Plan including this Attachment A will be included in recordable deed restrictions or contract/lease restrictions enforceable by the County or its designated housing enforcement agent for a period of sixty (60) years. Rules and regulations for tenants consistent with the above employee housing standards will be established by the Operators of the employee housing units. To the extent that the Employee Housing Units are built within an existing home owners association, such additional or supplemental governing documents may be established to provide for appropriate ownership and rental regulation.

Attachment D

EXHIBIT H.60

Canyon Corners (owners)

2/1/2019

Unit No.	Name	Permitted Rent	Actual Rent	Lease Term	Name of Employer	Location	Lease Expire	Actual Income	Income Limit (60% AMI)	Income Limit plus 140%	80% AMI (2 person)
200		$ 1,071	$ 1,071	MTM		Park City	9/18	$20,695.40	$ 42,850	$ 59,990	$ 68,544
201		$ 1,071	$ 1,071	12		Canyons	6/18	$21,790.84	$ 42,850	$ 59,990	$ 68,544
202		$ 1,071	$ 1,035	12		Park City	3/19	$33,600.00	$ 42,850	$ 59,990	$ 68,544
203		$ 1,071	$ 1,071	11		Kimball Junc	4/19	$41,214.81	$ 42,850	$ 59,990	$ 68,544
204		$ 1,071	$ 1,071	12		Wrk @ home	10/19	$35,360.00	$ 42,850	$ 59,990	$ 68,544
205		$ 1,071	$ 1,071	12		Kimball Junc	5/19	$38,767.64	$ 42,850	$ 59,990	$ 68,544
206		$ 1,071	$ 1,071	12		Kimball Junc	1/20	$33,202.14	$ 42,850	$ 59,990	$ 68,544
207		$ 1,071	$ 1,071	11		Kimball Junc	3/19	$40,872.00	$ 42,850	$ 59,990	$ 68,544
208		$ 1,071	$ 1,071	MTM		Kimball Junc	MTM	$38,544.00	$ 42,850	$ 59,990	$ 68,544
209		$ 1,071	$ 1,071	MTM		Park City	NOTICE	$62,763.00	$ 42,850	$ 59,990	$ 68,544
210		$ 1,071	$ 1,071	MTM		Kimball Junc	MTM	$25,016.50	$ 42,850	$ 59,990	$ 68,544
211		$ 1,071	$ 1,071	12		Park City	8/19	$37,392.00	$ 42,850	$ 59,990	$ 68,544
212		$ 1,071	$ 1,071	12		Kimball Junc	11/19	$32,726.00	$ 42,850	$ 59,990	$ 68,544
213		$ 1,071	$ 1,071	12		Park City	7/19	$41,697.61	$ 42,850	$ 59,990	$ 68,544
214		$ 1,071	$ 1,071	12		Park City	7/18	$34,238.78	$ 42,850	$ 59,990	$ 68,544
215		$ 1,071	$ 1,071	12		Kimball Junc	7/19	$29,480.94	$ 42,850	$ 59,990	$ 68,544
216		$ 1,071	$ 1,071	12		Park City	5/19	$31,200.00	$ 42,850	$ 59,990	$ 68,544
217		$ 1,071	$ 1,035	12		Kimball Junc	8/19	$23,723.20	$ 42,850	$ 59,990	$ 68,544
218		$ 1,071	$ 1,035	12		Silver Sum	4/19	$45,056.00	$ 42,850	$ 59,990	$ 68,544
219		$ 1,071	$ 1,035	9		Kimball Junc	2/19	$22,868.40	$ 42,850	$ 59,990	$ 68,544

Future Residents/Applicants WITH HOLDING DEPOSITS

EXHIBIT H.61

Exhibit C

2020 INCOME QUALIFICATION TABLE (AS AMENDED ANNUALLY BY HUD)													
2020 Summit County AMI = $113,900		30% AMI	40% AMI	50% AMI	60% AMI	70% AMI	80% AMI	90% AMI	100% AMI	110% AMI	120% AMI	130% AMI	140% AMI
Unit Type	**Occupancy**												
Studio	1	$23,919	$31,892	$39,865	$47,838	$55,811	$63,784	$71,757	$79,730	$87,703	$95,676	$103,649	$111,622

Exhibit D

2020 Maximum Monthly Rent (Including Utilities unless a Utility Allowance has been approved by the County)							
2020 Summit County AMI = $113,900		30% AMI	40% AMI	50% AMI	60% AMI	70% AMI	80% AMI
Unit Type	**Occupancy**						
Studio	1	$597.98	$797.30	$996.63	$1,195.95	$1,395.28	$1,594.60

EXHIBIT I.1

COWBOY PARTNERS

6440 So. Wasatch Blvd.
Suite 100
Salt Lake City, UT 84121
Tel: (801) 424-4400
Fax: (801) 424-4460

March 27, 2023

Summit County Community Development
Attn: Amir Caus
P.O. Box 128
60 North Main
Coalville, UT 84017
P: (435) 336-3117
acaus@summitcounty.org

RE: Narrative regarding Site Options

Mr. Caus:

I am writing this narrative to respond to suggestions given to us by the Eastern Summit County Planning Commission at the September 15, 2022 meeting and the January 5, 2023 meeting regarding site options for our Liberty Ranch at Star Point final site plan application.

1) The original site plan was designed and proposed following best planning practices, balancing the many demands an employee housing neighborhood must satisfy. Aesthetics are a driver, but a site plan must also satisfy access and circulation for residents and guests, HUD Uniform Federal Accessibility Standards, circulation for fire and emergency responder vehicles, transit access, trash storage and removal, snow removal and storage, utility access and stormwater storage, and parking sufficient to satisfy the demand of the community so as not to create issues for the neighbors – all while following code requirements and restrictions. It is important to stress that the proposed site is the absolute best site available for the Promontory employee housing community, which is why the development team has focused on this site in its proposal. The Development Agreement mandates:
    - *The employee housing shall be clustered together in such a way as to create a high-quality sense of community*. The employee housing units should be located together, not scattered across the property. Buildings with high-quality design and construction are clustered such that the homes of Liberty Ranch have access to one another as well as the infrastructure and staff meant to support them. The collective site gives the residents of Liberty Ranch easy access to one another, the community amenities and gathering space, community staff and maintenance, while also allowing ease of access for

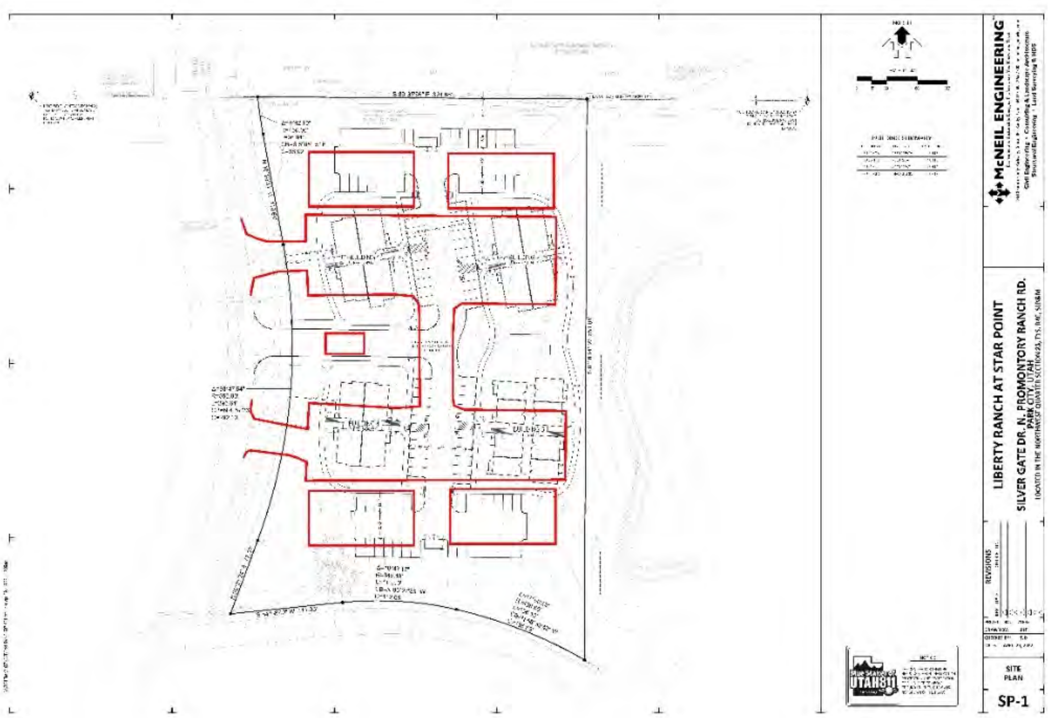
guests and visitors. The proposed site creates a high-quality sense of community.

- *The employee housing community shall be integrated into the fabric of the Resort Community*. We take this to mean that the buildings and units should be similar in design and massing to the area of the community where they are built. For example, the existing employee housing units near the Equestrian Center were designed and built to be compatible with the Equestrian Center architecture. The proposed site similarly adopts mountain modern architecture and building massing to integrate into Promontory.
- *In all instances, employee housing should have easy access (walking, bicycling, and internal resort transit) to Resort employment generators*. The proposed site is immediately adjacent to the trail system that runs through Promontory. Residents who are Promontory employees may utilize the trails. The Promontory employee shuttle takes employees from this area where they can park and ride to work. For residents working for Summit County or outside Promontory, the site has the best access to public roads, Highway 40, and the rest of the County.
- *And provide for reasonable access to South Summit School District bus stops at the Community gates*. Presently the school district has no bus stops, but the proposed site is directly across the street from South Summit School District property.
- *Employee Housing Plan.* In addition to the Development Agreement, the Employee Housing Plan further requires the prioritization of certain Summit County workers for residency at the employee housing community: First Promontory employees, then Summit County employees, then workers employed in Eastern Summit County, followed by employees of various areas around the County. It is unlikely that only Promontory employees will live at Liberty Ranch. This location allows Liberty Ranch access to serve all these different constituencies, as well as the guests that will visit them. Further, it is appropriate that the site balances access to Promontory and the rest of the County…the places where residents work and where all residents live, eat, shop, recreate, go to school, etc.

The original proposed site plan was recommended for approval by the Eastern Summit County Planning Department after review by the requisite departments and agencies and remains the preferred approach. However, we have re-sketched, reviewed, analyzed and have attempted to incorporate the Commission's suggestions; in doing so, we have found one alternative approach that addresses specific Commission comments while meeting the various code and infrastructural constraints of the site. We present that alternative here as our current proposed final site plan.

At the January 5, 2023 Planning Commission meeting we presented potential adjustments to the site plan made after conversations with the neighbors and planning commissioners. The adjustments had the effect of increasing the distance from the back of curb to the property line from 29' to 54', while increasing the distance of the north building window from the bedroom window of the neighboring property from roughly 211' to 226'. We remain open to working with the neighbors and design review team to find screening elements, either landscaping or privacy fencing, that create an attractive edge and balance screening with the neighbors' preferred views.

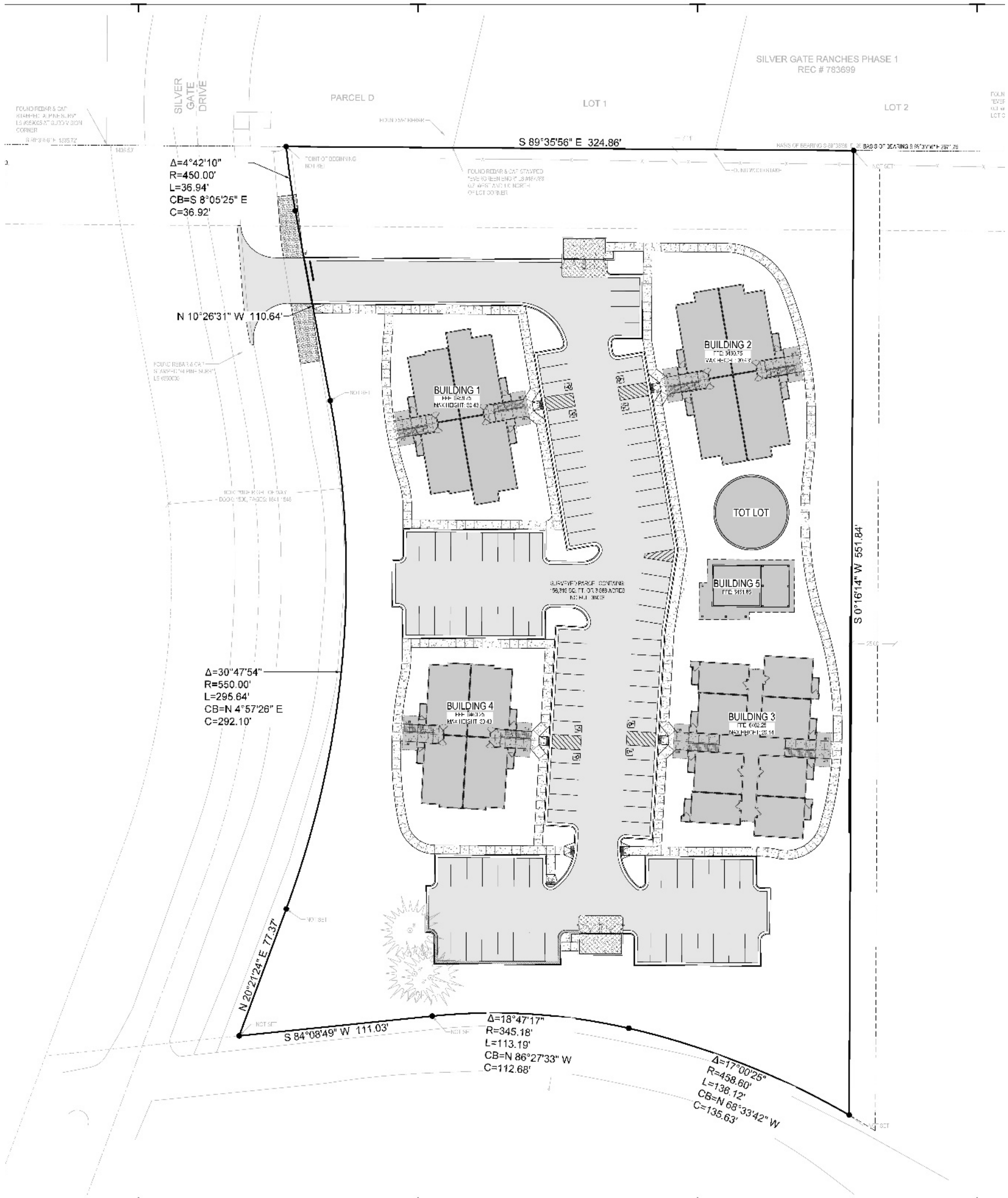
Also at the January 5th meeting Commissioner Tom Clyde suggested an approach with the buildings at the edges of the site, moving the parking in the middle, to screen the parking from surrounding properties (although he would defer to the neighbors). Commissioner Wheaton agreed and also asserted her deference to the neighbors. Our initial attempt at addressing these comments produced the following redline and approximate massing model. In our prior meetings with the neighbors, we came to understand that this layout is not favored by Liberty Ranch's neighbors, because it results in a loss of the neighbor's preferred views and privacy. It also orients the south residential buildings to the construction road. Although the south side could be organized differently – the main reason this approach is not favored is because pushing the buildings north of the parking blocks the views of the neighbors to the north.



Site Sketch Showing Internal Parking

Instead, the development team studied a different approach, one that moved the entry drive to the north, retaining fire access and egress to the north end of the site while allowing the parking to move to the center of the site and the playground to move closer to the pavilion and BBQ areas. Buildings 1 and 2 move slightly north to make room in the center of the site. The parking moves away from the north property line. Low landscaping or other elements can be used to screen this drive from the north. The proposed alternative site plan is depicted on the following page:

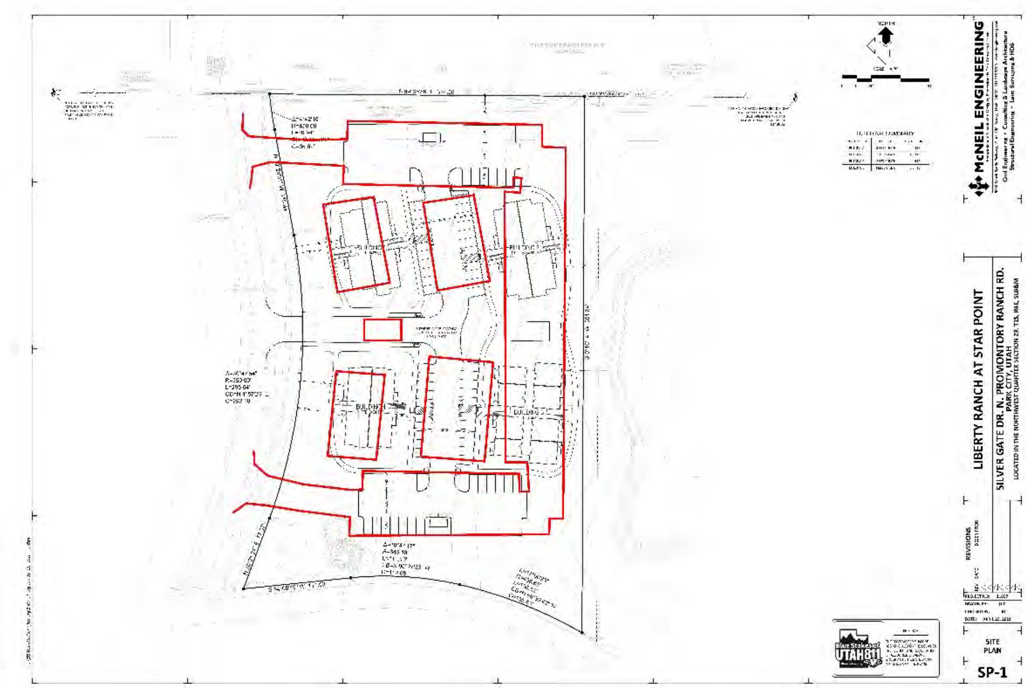
EXHIBIT I.4



Proposed Alternative Site Plan

EXHIBIT I.5

Other Commenters proposed the opposite approach to the previous alternatives… moving the buildings to the middle to consolidate open space, while pushing parking to the edges. The consolidation of open space is a positive attribute of this scheme. However, the parking becomes the dominant form on three sides, and results in accessibility issues for residents in the west buildings, as the parking is distant from those residences.

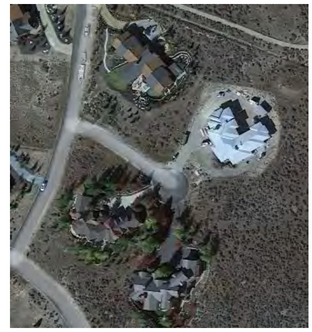


Commissioner Clyde further commented that the project could be at a different site, either shifted east, or spread across a larger area, or pivoted 90 degrees to extend eastward along the construction road. Commissioner Alex Peterson asked if the site could be moved eastward, and Commissioner Benson also asked us to explore filling in the ditch to the east.

2) <u>Response to Commissioner Comments.</u>

In general, employee housing requires a certain level of efficiency to achieve quality construction and ongoing operations. Liberty Ranch will be the smallest and least dense affordable housing community in Summit County (also the least dense in Cowboy Partners' portfolio) the day it opens. Even so, the community has the density and size to be built and operated at a first-class level. The size and spacing of the principal buildings are similar to the surrounding area, and they are smaller and more spread out than some:

EXHIBIT I.6



The design, massing and siting of the homes of Liberty Ranch have tried to match the surrounding area where it can; we recognize, however, the ways in which the community must be different. An employee housing community cannot replicate the development pattern of a luxury single family home neighborhood; existing large lot single family development is what drives the intense need for employee housing. While the building density might be the same as the surrounding neighborhood, the number of families served is much higher. The four principal buildings and forty homes of Liberty Ranch will require much less in roads but more in parking than the 4-8 homes in the same areas illustrated above. The hardscape and geometry of parking is a necessary consequence of employee housing; in the long run, however, insisting on this infrastructure is how Liberty Ranch ensures that it can serve its residents without making its parking a burden on the surrounding streets and neighborhoods.

The foregoing background is important to consider as we respond to the comments we heard in the two prior planning commission meetings:

a. <u>General comment: The buildings or parking lots should be more spread out.</u> As shown above, the buildings themselves are already spaced similar to the surrounding neighborhoods, and in some cases the buildings are more spread out. Spacing the project beyond the spacing of the surrounding neighborhoods creates basic feasibility issues of additional land, asphalt, utility runs, irrigation and perpetual operational costs of snow removal and parking maintenance. Further, the layout of site parking is driven by accessibility, fire access, trash removal, and utility sections and connections. And while the aggregation of parking is a noticeable aspect of any multifamily site plan, it must be recognized that the amount of hardscape per home is actually much lower than the surrounding roadways and driveways of the single family homes.

b. General comment: The project should be shifted eastward. This comment assumes a site that is not a part of this proposal. Moving the project away from Silver Gate Drive and eastward towards Promontory Ranch Road does not solve a problem, it merely moves impact from one neighbor to another, and would impact the existing ditch and equestrian uses. Meanwhile, it moves the community further from Silver Gate Drive – which sits on a right of way over the Liberty Ranch's current site – where the community needs access for utilities, safer travel, and entry for residents without access to Promontory. Silver Gate Drive currently serves a community of 28 homesites. It is ideal and appropriate for the families who will be living at Liberty Ranch to use this lower-trafficked street for the safest access to come and go. The orientation and siting of the community allows buildings and homes access to the incredible views that have drawn so many to the area, while maintaining access to the rest of the community, the leasing office, mail, BBQ pavilion, parking, trash disposal, etc.

c. General comment: The site should be oriented east-west, over the existing ditch and further away from Silver Gate Ranches. Again, this comment assumes a site that not a part of this proposal. Presumably the intent of orienting the project east-west is to open up additional space between the southernmost homes of the Silver Gate Ranches Subdivision and the proposed Liberty Ranch. Doing so, however, would compromise the quality of life for 40 families in favor of 2 or 3. Orienting the community and its 40 families along the construction loop road – away from the views, away from the slower road and towards the heavy traffic – is an unacceptable burden for the entire community to bear. Although Commissioner Clyde expressed that the existing ditch was likely abandoned by the previous water company, there are a couple of primary reasons why it must remain in place. First, the existing ditch serves to catch runoff from the hills above. Second, Utah water law, including statutory requirements regarding movement of ditches, creates unnecessary risk. Third, the funding sources that help make the affordability of Liberty Ranch possible require a 39-criteria environmental review through the federal Department of Housing and Urban Development, which has a low tolerance for potential issues regarding waterways, wetlands, and erosion sensitive areas. The timeframe and outcome of getting a site over the existing ditch approved is unknown (the current site has passed that environmental review). Fourth, and foremost, the ditch and the area suggested in this general comment lies outside of the project site and changing the site to this location provides limited benefit to a few homes while significantly decreasing quality of life for dozens of families.

d. General comment: The workforce housing should be broken up and spread out throughout Promontory. This comment ignores the requirement that the employee housing be clustered together in its own community. Additionally, breaking the community into scattered sites creates basic cost, parking, and infrastructure duplications that are unsustainable for employee housing projects. Beyond that, a scattered site model results in a loss of community among residents, and a housing model that is hard to manage, operate and maintain at a first-class level. Furthermore, any housing not located at the Liberty Ranch site loses the advantages of access that the proposed site plan provides.

EXHIBIT I.8

A healthy community requires a diversity of housing, housing types, and the residents who live in them. The site proposed by Liberty Ranch, as modified represents the best balance of design to the context surrounding the site and the myriad demands that a workforce housing community site plan must satisfy. This site plan has been recommended for approval by all departments and agencies with jurisdiction – including staff at the Planning Department – and we ask for your recommendation as well.

Sincerely,

Chris Zarek
Cowboy Partners