AGENDA
COUNTY COUNCIL
Wednesday, October 14, 2026

NOTICE is hereby given that the Summit County Council will meet, on
Wednesday, October 14, 2026
electronically, via Zoom, and at the anchor location of Summit County Courthouse, Council Chambers
60 N Main Stree., Coalville, UT 84017
(All times listed are general in nature, and are subject to change by the Board Chair)

To view Council meeting, live, visit the "Summit County, Utah" Facebook page.
OR
To participate in Council meeting: Join Zoom webinar: https://zoom.us/j/772302472
OR
To listen by phone only: Dial 1-301-715-8592, Webinar ID: 772 302 472

2:05 PM Closed Session - Property Acquisition (60 mins)

3:05 PM - Move to auditorium (5 min)

3:10 PM - Pledge of Allegiance (5 min)

3:15 PM Work Session

1. 3:15 PM - Presentation of County Manager's recommended 2027 budget; Shayne Scott and Matt Leavitt (60 min)
   ManagerBudgetPresentationToCouncil_101426.pdf

4:15 PM Convene as the Governing Board of the North Summit Fire District

1. 4:15 PM - Notification of the North Summit Fire District's intent to levy a tax rate which exceeds the District's certified tax rate in accordance with Utah Code §59-2-919(3)(a). The North Summit Fire District intends to levy a tax rate for the 2027 calendar year that exceeds the District's certified tax rate. The proposed increase is anticipated to generate approximately $635,265 in additional ad valorem property tax revenue annually, which constitutes an approximate 27.62 percentage increase in ad valorem property tax revenue. The purpose of the additional property tax revenue is to fund the District's operating budget and the continued provision of fire protection, emergency medical services, rescue services, personnel, apparatus, equipment, facilities, and other emergency services provided by the North Summit Fire Service District; Chief Ben Nielsen (20 min)

Dismiss as the Governing Board of the North Summit Fire District

4:35 PM Convene as the Appointing Authority of the Summit Mosquito Abatement Local District

1. 4:35 PM - Notification of the Summit Mosquito Abatement District's intent to levy a tax rate which exceeds the District's certified tax rate in accordance with Utah Code §59-2-919(3)(a).

The Summit Mosquito Abatement District intends to levy a property tax rate for the 2027 calendar year that exceeds the District's certified tax rate. The proposed increase is anticipated to generate approximately $202,816 in additional ad valorem property tax revenue annually, which constitutes an approximate 30.77 percent increase in ad valorem property tax revenue. The purpose of the additional property tax revenue is to fund the increased operational and personnel costs needed to support the District's purpose of providing mosquito abatement and surveillance services throughout Summit County; Bryan Stephens (20 min)

SMAD Staff Report for County Council Meeting 10_14 (002).pdf

Dismiss as the appointing authority of the Summit Mosquito Abatement District

4:55 PM Convene as the Board of Equalization

1. 4:55 PM - Consideration and possible approval of Board of Equalization 2026 stipulations and recommendations; Chase Black (10 min)

   The properties with a significant adjustment included are:

#	Account #	Parcel ID	Property Type	Old Market Value	New Market Value	MV Difference
29	0507869	MOONSH-F-AM	Secondary Residence	$ 19,265,400	$ 14,250,600	$ (5,014,800)
32	0414254	PRESRV-2-22	Primary Residence	$ 6,920,263	$ 5,200,000	$ (1,720,263)
35	0027189	SA-224-H-2	Commercial	$ 5,487,234	$ 3,300,000	$ (2,187,234)
44	0531060	SBC-A404	Secondary Residence	$ 1,777,739	$ 608,876	$ (1,168,863)
47	0531091	SBC-A503	Secondary Residence	$ 2,188,328	$ 749,502	$ (1,438,826)
48	0531109	SBC-A602	Secondary Residence	$ 2,935,157	$ 1,005,291	$ (1,929,866)
49	0531123	SBC-B203	Secondary Residence	$ 1,670,099	$ 572,009	$ (1,098,090)
50	0531130	SBC-B204	Secondary Residence	$ 2,016,140	$ 690,528	$ (1,325,612)
53	0531161	SBC-B303	Secondary Residence	$ 1,670,099	$ 572,009	$ (1,098,090)
58	0531217	SBC-B404	Secondary Residence	$ 2,132,027	$ 1,031,702	$ (1,100,325)
62	0531255	SBC-B504	Secondary Residence	$ 2,162,620	$ 869,314	$ (1,293,306)
65	0531286	SBC-B603	Secondary Residence	$ 1,789,391	$ 703,302	$ (1,086,089)
66	0531293	SBC-B604	Secondary Residence	$ 3,049,887	$ 884,307	$ (2,165,580)
68	0531318	SBC-B703	Secondary Residence	$ 4,259,029	$ 1,321,554	$ (2,937,475)
69	0531332	SBC-C202	Secondary Residence	$ 2,367,360	$ 4,291,350	$ 1,923,990

   BOE Adjustments Staff Report 2026.10.14.pdf

Dismiss as the Board of Equalization

5:05 PM Convene as the Governing Board of the Snyderville Basin Recreation Special Service District

1. 5:05 PM – Consideration and possible approval of two easements for the Princess Di Connector trail; Matt Wagoner (10 min)

   SBSRD Princess Di easement staff report.pdf

Dismiss as the Governing Board of the Snyderville Basin Recreation Special Service District

5:15 PM Consideration of Approval

1. 5:15 PM - Consideration and possible approval of a strategic plan for Summit County Senior Services; Janna Young, Jessica Wilde, Jordan Pallitto, the Hill Group (30 min)

   Staff Report_Senior Services Strategic Plan_Oct 14 2026.pdf

   Summit Co Senior Svcs Strat Plan 2027-2031 Final for Approval 100626.pdf
2. 5:45 PM - Council and Manager comments (10 min)

6:00 PM Public Input

Public comment is for any matter not on the Agenda and not the subject of a pending land use application. If you would like to submit comments to Council, please email publiccomments@summitcountyutah.gov by 12:00 p.m. on Wednesday, October 14, 2026. If you wish to interact with Council, for public input, please appear in person, or use the "Raise Hand" button at the bottom of the chat window in Zoom.

6:00 PM Public Hearing

1. Public Hearing and possible adoption of an Ordinance No. 1021 amending Sections: 10-9-14: Revocation of Approvals and/or Permits, 10-9-19: Enforcement, 10-9-20: Violations, and Penalties, 10-9-22 Appeal Procedures and 10-11 Definitions of the Snyderville Basin Development Code. The purpose is to bring sections into conformance with the State Code. Legislative Process. Project #26-115. Ray Milliner, Principal Planner
   Council Staff Report Basin October 14 2026.pdf
   Ordinance Basin.pdf
2. Public Hearing, and possible adoption of an Ordinance No. 1022 amending Chapters 11-6-11: Revocation of Approvals and/or Permits, 11-7-13: Enforcement, 11-7-14: Violations, Penalties, and 11-7-16: Appeal Procedures and Appendix A: Definitions. Legislative Process. Project #26-115. Ray Milliner, Principal Planner
   Council Staff Report October 14 2026 East Side.pdf
   Ordinance East Side.pdf

Council Communications

Adjournment

Manager's Budget Presentation
Fiscal Year 2027

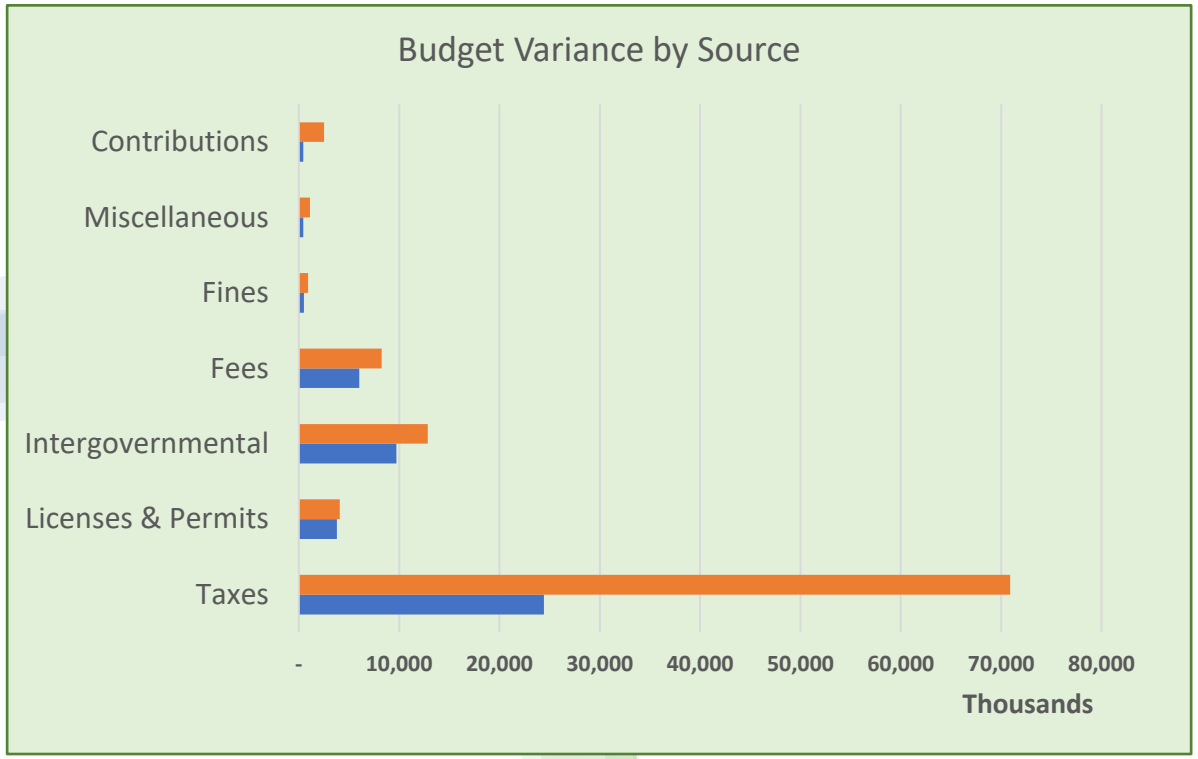
Presentation Agenda

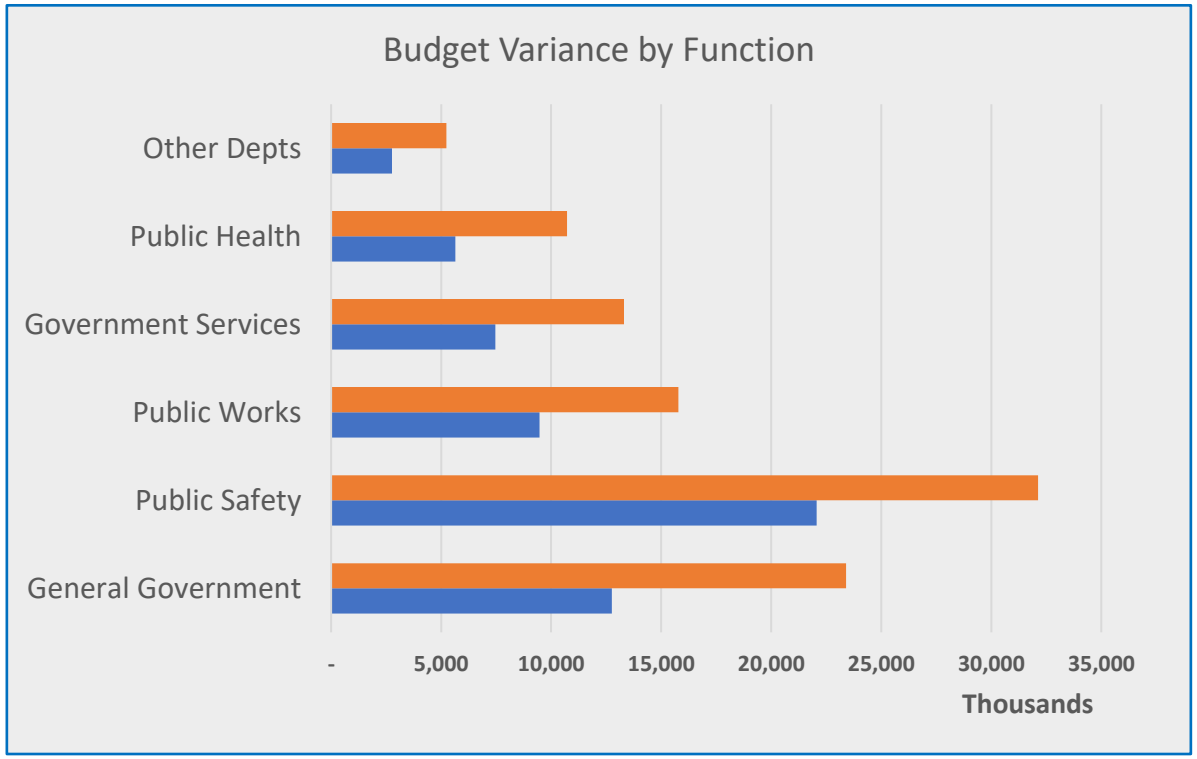
- State of the FY 2026 Budget
- Budget Process
- Goals
- Timeline/Calendar
- Overview
- Questions

- Operating revenues are 45% of budget
- Majority of tax revenue comes in Nov/Dec (property taxes)
- Additional revenue discussion scheduled for Oct 21

- Operating expenditures are 59% of budget
- Most departments are in line with budget
- Will need a budget amendment for EMS due to supply chain issues for ambulances

State Of The Current Budget





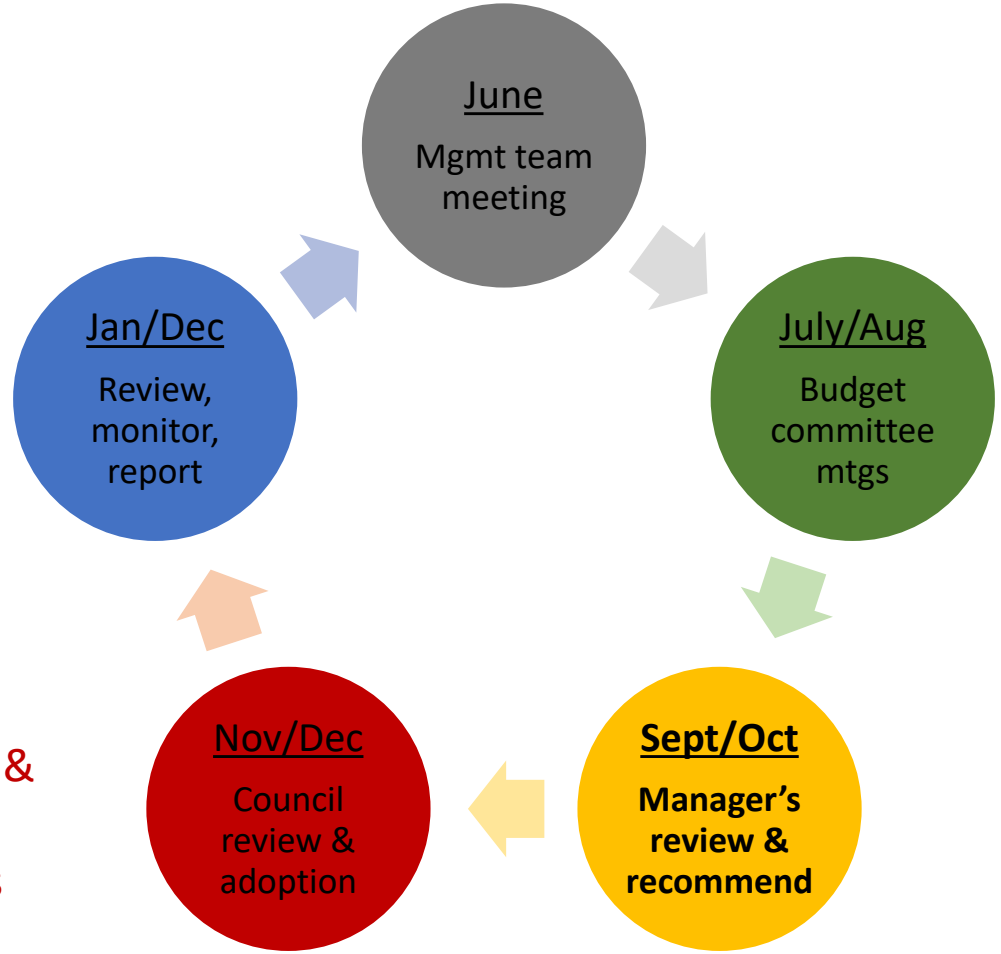
The budget is THE MOST important document adopted by the Council

The budget is a reflection of County priorities and goals, communicates the uses of public funds, and sets long-term direction through annual financial allocations.

Budget Process

- The County Council lays out their Vision and Priorities.
- Departments establish needs based on meeting statutory responsibilities and Council vision.
- Requests are presented to Budget Committee.
- Budget Committee presents Tentative Budget to County Manager.
- County Manager hears any appeals (6 this year)
- **County Manager presents Manager's Budget to County Council.**
- Council addresses budget details, discusses appropriate details, makes changes where appropriate.
- Public Hearing and public feedback requested and received
- Council adopts Fiscal Year Budget

Budget Calendar



December 2nd &
December 9th
Public Hearings

Budget Overview

- 13.5 New Positions
- Flat Revenues
- $6.8 million Increase
- Total Budget $107 million
- 3.5% COLA ($1.5 million)
- 3% Merit ($1.2 million)
- Not Recommending Truth in Taxation



Tentative Meeting Dates and Areas of Focus (60 Minute Sessions)

- October 14 – Introduction (we are here today)
- October 21 – Revenue Funds, including TRT, RAP, Restaurant, etc.
- October 28 – New Expense, Significant Changes
- November 4 – COLA, Personnel, Recommended new Positions
- November 9 – Fund Details (Special Meeting)
- November 18 - Special Service Districts, Discussion around Funding to Outside Agencies, Capital Projects
- December 2 – Unresolved concerns, decisions, final budget prep, First Public Hearing
- December 9 – Final Public Hearing

Budget Goals

- Respect the work of the Budget Committee and Finance Staff
- Address departmental requests
- Address COLA and Merit requests
- What is not in this proposed budget:
  - 13 requested positions
- Address use of fund balances
- Discuss Truth in Taxation

- Keep budget discussions to policy – distinction between each line item and department wide budget requests
- Focus on employee recruitment and retention
- Address requests for new personnel
- Address major budget changes
- Non-Profit Grants
- Address ongoing or new funding initiatives
- Address capital expenditures

Questions?

1735 S. Hoytsville Road
Coalville, Utah 84017
(435) 336-2088

Board of Trustees
DelRay Hatch, President
Gaylen Pace, Vice President
Roger Crittenden, Secretary/Treasurer
Greg Averett
Trevor Clegg
William Connell
Troy Dayley
Mike Georgi
Trevor Hale
Sue Pollard
Jason Richins

Staff Report

To: Summit County Council
Meeting Date: October 14, 2026
Prepared by: Bryan Stephens, District Manager
Subject: Notice of Initiate to hold TNT for FY 2027 Budget Increase

Notice of Intent

Notice of intent to increase property taxes by approximately $202,816.00 due to increased operational costs. This is a 30.77% increase above the 2026 property tax budgeted revenue.

This notice is in accordance with Utah Code §§ 59-2-919 et seq., and will trigger the Truth in Taxation requirements.

Taxpayer Impact

Primary Residence (Median Value: $1,242,898.00)

- 2026 Tax: $8.89
- 2027 Tax (Proposed): $11.62
- Annual Increase: $2.73
- Per $100,000 of Value:
    - 2026: $1.30
    - 2027: $1.70
    - Increase: $0.40 per $100,000

Secondary Residence (Median Value: $1,242,898.00)

- 2026 Tax: $16.16
- 2027 Tax (Proposed): $21.13
- Annual Increase: $4.97
- Per $100,000 of Value:
    - 2026: $1.30
    - 2027: $1.70
    - Increase: $0.40 per $100,000

Commercial Property (Median Value: $468,845)

- 2026 Tax: $6.09
- 2027 Tax (Proposed): $7.97
- Annual Increase: $1.88
- Per $100,000 of Value:
    - 2026: $1.30
    - 2027: $1.70
    - Increase: $0.40 per $100,000

Required Steps in the Truth in Taxation Process

The following steps must be completed:

1. **Preliminary Notification** (By October 1, 2026)
    - Notify the County Auditor and Utah State Tax Commission of:
        - Date, time, and location of the TNT public hearing.
        - Submit the TNT Ad via the Certified Tax Rate system for estimation.
        - Notice was sent on September 11, 2026 to County Auditor, Cindy Keyes, and to Matthew Hurst at the Utah State Tax Commission on September 14, 2026

          Meeting Date: December 9, 2026
          7:00 p.m.
          Summit County Courthouse
          Council Chambers
          60 N. Main St.
          Coalville, UT 84017

2. **Public Meeting to Declare Intent**
    - At least 14 days before the general or municipal election.
    - Required statements to be made:
        - The intent is to increase taxes.
        - Dollar amount and percentage increase
        - Purpose of the increase

3. **Mail Notices to Property Owners**
    - Send notices at least 7 days before the general election AND 14 days before the TNT public hearing.
    - Notices must meet statutory formatting guidelines.

4. **Public Advertisement**
    - At least 14 days before the hearing, post on:
        - Utah Public Notice Website

    - UtahLegals.com
    - County and District websites (if budget > $250,000)
- The ad must include:
    - Increase amounts for median residential and business properties.
    - Total amount and percentage of increase
    - Hearing details

5. Class A Physical Posting

- 14 days prior to the hearing, notice is to be placed in a public place within the county or municipality likely to be seen by residents.

6. Public Hearing

- Must occur after 6:00 p.m.
- Only TNT-related items on agenda (budget, tax rate, fees)
- Must allow public comment.
- State the dollar amount and the purpose of the increase during the hearing.

7. Final Adoption

- After the hearing and before December 31, 2026:
    - The property tax increase may be adopted.
    - Submit a signed resolution or PT-800C to the Tax Commission

8. Final Tax Rate Adoption

- On or before June 22, 2027, adopt the Final Tax Rate.

STAFF REPORT

TO: Summit County Council

FROM: Summit County Auditor Office

DATE: October 14, 2026

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

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Actions Requested by Board of Equalization (BOE)

See attached spreadsheet for parcels that have:

1) a hearing officer recommendation ready for adoption
2) reached a stipulation and are ready for final approval OR
3) been recommended for primary exemption approval or denial.

Under Utah Code § 59-2-1004(8), a **"significant adjustment"** is a proposed adjustment to the valuation of real property that would result in a valuation differing from the original assessed value by at least **20% and $1,000,000**. The properties meeting this definition are highlighted on the spreadsheet in the MV Difference column. The properties with a significant adjustment included herein are:

#	Account #	Parcel ID	Property Type	Old Market Value	New Market Value	MV Difference
29	0507869	MOONSH-F-AM	Secondary Residence	$ 19,265,400	$ 14,250,600	$ (5,014,800)
32	0414254	PRESRV-2-22	Primary Residence	$ 6,920,263	$ 5,200,000	$ (1,720,263)
35	0027189	SA-224-H-2	Commercial	$ 5,487,234	$ 3,300,000	$ (2,187,234)
44	0531060	SBC-A404	Secondary Residence	$ 1,777,739	$ 608,876	$ (1,168,863)
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65	0531286	SBC-B603	Secondary Residence	$ 1,789,391	$ 703,302	$ (1,086,089)
66	0531293	SBC-B604	Secondary Residence	$ 3,049,887	$ 884,307	$ (2,165,580)
68	0531318	SBC-B703	Secondary Residence	$ 4,259,029	$ 1,321,554	$ (2,937,475)
69	0531332	SBC-C202	Secondary Residence	$ 2,367,360	$ 4,291,350	$ 1,923,990

60 North Main • P.O. Box 128 • Coalville, UT 84017
Phone (435) 336-3254

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

1) Adopt the hearing officer recommendations
2) Approve and sign the stipulations AND
3) Approve the escaped property assessment identified AND
4) Accept the primary exemption recommendations for approval or denial.

"Stip or Hearing Info" Column Key

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

Thank you for your time.

2026 BOE Adjustments 10/14/2026

#	Account #	Parcel ID	Old Market Value	New Market Value	MV Difference	Stip or Hearing Info	Result
1	0267181	OAKS-67	$ 5,769,424	$ 5,769,424	$ -	9/10/2026	Standard Hearing Decision - Notice of Valuation Value sustained
2	0424360	TCS-48	$ 3,081,503	$ 3,081,503	$ -	9/10/2026	Standard Hearing Decision - Notice of Valuation Value sustained
3	0295828	CDW-24	$ 3,346,363	$ 3,040,171	$ (306,192)	9/10/2026	Standard Hearing Decision - Inflation Adjusted Value decided
4	0304331	BN-B-1-107	$ 2,895,667	$ 2,895,667	$ -	9/10/2026	Standard Hearing Decision - Notice of Valuation Value sustained
5	0509106	RC17-2117	$ 3,192,154	$ 2,869,720	$ (322,434)	9/10/2026	Standard Hearing Decision - Inflation Adjusted Value decided
6	0438949	BJUMP-5	$ 4,893,747	$ 4,740,000	$ (153,747)	9/16/2026	Standard Hearing Decision - Assessor adjustment sustained
7	0439038	BJUMP-14	$ 5,396,284	$ 4,955,000	$ (441,284)	9/16/2026	Standard Hearing Decision - Assessor adjustment sustained
8	0201784	FVL-2-72	$ 2,198,550	$ 2,198,550	$ -	9/16/2026	Standard Hearing Decision - Notice of Valuation Value sustained
9	0495355	LFSBS-2-2K	$ 1,439,157	$ 1,439,157	$ -	9/16/2026	Standard Hearing Decision - Notice of Valuation Value sustained
10	0495209	LFSBS-2-1H	$ 1,439,157	$ 1,439,157	$ -	9/16/2026	Standard Hearing Decision - Notice of Valuation Value sustained
11	0425300	ALLC-305	$ 2,878,200	$ 2,609,850	$ (268,350)	Waiver of appearance	Waiver of Appearance Hearing Decision - Inflation Adjusted Value decided
12	0431845	ALLC-312-1AM	$ 3,824,850	$ 3,824,850	$ -	Waiver of appearance	Waiver of Appearance Hearing Decision - Notice of Valuation Value sustained
13	0200885	CCR-30	$ 3,957,133	$ 3,957,133	$ -	Waiver of appearance	Waiver of Appearance Hearing Decision - Notice of Valuation Value sustained
14	0412530	HSD-26	$ 5,219,462	$ 4,900,000	$ (319,462)	Waiver of appearance	Waiver of Appearance Hearing Decision - Hearing Officer adjustment granted
15	0239164	JR-5-5105	$ 2,194,335	$ 2,194,335	$ -	Waiver of appearance	Waiver of Appearance Hearing Decision - Notice of Valuation Value sustained
16	0494989	LFSBS-1-2F	$ 1,436,526	$ 1,436,526	$ -	Waiver of appearance	Waiver of Appearance Hearing Decision - Notice of Valuation Value sustained
17	0417877	PSKY-9	$ 7,432,143	$ 7,116,538	$ (315,605)	Waiver of appearance	Waiver of Appearance Hearing Decision - Inflation Adjusted Value decided
18	0037162	3K-9-A	$ 1,689,428	$ 1,312,500	$ (376,928)	Stipulated	During 2025's appeal of the subject's value it was discovered that the subject property is functional a one bedroom unit despite being similar in square footage to units with more bedrooms. An adjustment was deemed appropriate for this functional obsolescence in 2025. Prior to the 2026 season the County CAMA did not have the capability to carry such an adjustment forward into perpetuity. This has now been corrected an a functional obsolescence adjustment will be carried into future assessments. Adjustment to the appellant's requested value is recommended.
19	0403539	CSF-3	$ 886,465	$ 405,000	$ (481,465)	Stipulated	Home has extensive water damage and is uninhabitable. Property was purchased for $355,304 due to it's condition. Cost estimates were provided for demo and repairs totaling $376,350. An adjustment to the 2026 mass appraisal value is recommended.
20	0172688	HE-A-376	$ 2,150,517	$ 1,975,000	$ (175,517)	Stipulated	Adjusted value to reconcile with arm's length purchase in April of 2026.
21	0443486	JLC-1106-AM	$ 2,153,728	$ 1,578,000	$ (575,728)	Stipulated	The platted square footage of the subject is significantly overstated. Appraisers from the Assessor's Office inspected and measured the property and made a sketch of the dimensions. Using this accurate square footage figure the revised value above is recommended. The property owner has not responded to the extended stipulation so the Assessor's Office recommends the appeal be reviewed by a hearing officer and the value corrected according to the revised square footage measurement.
22	0186159	JR-103	$ 3,029,619	$ 2,300,000	$ (729,619)	Stipulated	Completed a sales comparison analysis grid and determined that an adjustment is warranted. The market data, after adjustments for gross living area, quality, condition, and location, supports a value of approximately $2,300,000. As a result, I recommend resolving the appeal at an adjusted value of $2,300,000.
23	0185177	JR-5	$ 1,531,271	$ 900,000	$ (631,271)	Stipulated	Based on the last years 2025 appeal reduction and because the house is still in the same condition an adjustment is still warranted for this year.

#	Account #	Parcel ID	Old Market Value	New Market Value	MV Difference	Stip or Hearing Info	Result
24	0341515	LDVC-1-B-310	$ 2,357,500	$ 2,106,250	$ (251,250)	Stipulated	A Property Assessment Review (PAR) Report was completed for the subject property. PAR's statistical indicators show support for the appellant's requested value. Adjustment is recommended.
25	0361034	LDVC-2-E-123	$ 1,300,000	$ 1,160,000	$ (140,000)	Stipulated	The appellant has submitted evidence of Qualifying Contract under Utah State Code 59-2-1004(1)(h). Pursuant to Utah Code 59-2-1004(6)(b), no evidence was discovered to indicate that the sale price identified in the submitted settlement statement is not a reliable indication of fair market value for the subject. Adjustment to the purchase price identified in the appellant's settlement statement is appropriate.
26	0361109	LDVC-2-E-132	$ 1,856,400	$ 1,601,400	$ (255,000)	Stipulated	A Property Assessment Reveiw (PAR) Report was completed for the subject property. PAR's statistical indicators show support for the appellant's value. Adjustment is recommended.
27	0071021	LR-1-72	$ 814,439	$ 722,000	$ (92,439)	Stipulated	A Property Assessment Review, P.A.R., was completed on the property subject to appeal. The report utilizes automated statistical competitive sales selectors, automated sales analysis, predictive modeling, and independent market trend analysis to measure market supportability of the property tax assessment subject to appeal. It also explains how the assessment under appeal was developed through recognized mass appraisal techniques. The primary automated market indicators are a Competitive Sales Analysis, Exhibit C-1, and a Regression Model Indicator, Exhibit C-2. Thes two automated indicators provide market-based middle point benchmarks to set a band of supportability ranging from plus or minus 5% to 7% from the statistical indicator. When the property tax assessment, subject to appeal, falls within a reasonable range of supportability, it is the opinion of the Summit County Assessor that the automated market indicators sufficiently support and demonstrate that the property tax assessment retain the presumption of correctness and there be no change to the assessed market value. If the indicators are below the property assessment value by more than 5% to 7%, the office will consider a stipulated resolution supported by market indicators developed, which is the case for this appeal. Both statistical market supported indicators, Exhibit C-1 and C-2 demonstrate market support below the current property tax assessment subject to appeal
28	0388953	MLA-7-RE	$ 1,800,334	$ 1,575,000	$ (225,334)	Stipulated	In analyzing this appeal, a review was conducted of the appraisal submitted by the taxpayer, along with an independent search of MLS data to identify relevant comparable sales. The Sales Comparison Approach was utilized, incorporating five comparable sales from the submitted appraisal and one additional comparable sale identified through MLS research. After applying market-derived adjustments, the indicated value from the sales comparison analysis was found to be consistent with the appraiser's opinion of value. The results of the analysis support a reduction in the property's value for the 2026 tax year.
29	0507869	MOONSH-F-AM	$ 19,265,400	$ 14,250,600	$ (5,014,800)	Stipulated	An appraisal inspection of the subject property was conducted and an updated sketch was prepared based on the measurements from this inspection. According to that sketch the Total Finished Area of the subject is 6,786 square feet. Adjustment to $14,250,600 is recommended.
30	0062129	PB-2-I-98	$ 2,128,748	$ 1,850,000	$ (278,748)	Stipulated	Value reconciled with the appraisal provided as evidence and the canceled listing on the MLS.
31	0183263	PB-3-122	$ 2,344,856	$ 2,000,000	$ (344,856)	Stipulated	Value adjusted to reconcile with the appraisal provided as evidence and the arm's length transaction in may of 2026.
32	0414254	PRESRV-2-22	$ 6,920,263	$ 5,200,000	$ (1,720,263)	Stipulated	Purchase contract was provided. Adjusted value to reflect this.

#	Account #	Parcel ID	Old Market Value	New Market Value	MV Difference	Stip or Hearing Info	Result
33	0453632	PRESRV-3-75	$ 6,308,906	$ 5,335,427	$ (973,479)	Stipulated	Evidence provided and the P.A.R. Report both support the change in value.
34	0429948	PROMR-1-7	$ 6,013,270	$ 5,420,000	$ (593,270)	Stipulated	Adjusted based on independent fee appraisal provided as evidence.
35	0027189	SA-224-H-2	$ 5,487,234	$ 3,300,000	$ (2,187,234)	Stipulated	Adjusted value to reflect recent purchase of the property.
36	0530966	SBC-A202	$ 1,464,804	$ 1,464,804	$ -	Stipulated	Utah Administrative Code R884-24P-20 sets out the Construction Work in Progress guide for the State of Utah. The county used sales in the development to cost a price per square foot market value. No market evidence was provided to dispute the value at full completion. After a phone conversation with Alec, we found that some but not all of the buildings and phases were at the 30% point of completion used by the appraiser. However, floors in Building C the finish were significantly further along. Some will remain the same, some will decrease while other building\units increase. This was agreed to by Alec as they have different investors for different buildings. The following points of completion were discussed and agreed upon. Building A Phase 1 No change, keep at 30% point of completion. Building A Phase 2 Take from 30% to 10% point of completion. Building B Phase 1 No change, keep at 30% point of completion. Building B Phase 2 Take from 30% to 10% point of completion. Building C Floors 1&2 Take from 30% to 53% point of completion. Building C Floors 3&Up No change, keep at 30% point of completion. The county agrees to the affordable housing values suggested.
37	0530997	SBC-A301	$ 1,505,863	$ 1,505,863	$ -	Stipulated	Same SBC-A202 above.
38	0531008	SBC-A302	$ 1,464,804	$ 1,464,804	$ -	Stipulated	Same SBC-A202 above.
39	0531015	SBC-A303	$ 1,413,203	$ 1,413,203	$ -	Stipulated	Same SBC-A202 above.
40	0531022	SBC-A304	$ 1,775,520	$ 1,775,520	$ -	Stipulated	Same SBC-A202 above.
41	0531039	SBC-A401	$ 1,411,538	$ 483,452	$ (928,086)	Stipulated	Same SBC-A202 above.
42	0531046	SBC-A402	$ 1,464,804	$ 501,695	$ (963,109)	Stipulated	Same SBC-A202 above.
43	0531053	SBC-A403	$ 1,413,203	$ 484,022	$ (929,181)	Stipulated	Same SBC-A202 above.
44	0531060	SBC-A404	$ 1,777,739	$ 608,876	$ (1,168,863)	Stipulated	Same SBC-A202 above.
45	0531077	SBC-A501	$ 1,508,637	$ 516,708	$ (991,929)	Stipulated	Same SBC-A202 above.
46	0531084	SBC-A502	$ 1,464,804	$ 501,695	$ (963,109)	Stipulated	Same SBC-A202 above.
47	0531091	SBC-A503	$ 2,188,328	$ 749,502	$ (1,438,826)	Stipulated	Same SBC-A202 above.
48	0531109	SBC-A602	$ 2,935,157	$ 1,005,291	$ (1,929,866)	Stipulated	Same SBC-A202 above.
49	0531123	SBC-B203	$ 1,670,099	$ 572,009	$ (1,098,090)	Stipulated	Same SBC-A202 above.
50	0531130	SBC-B204	$ 2,016,140	$ 690,528	$ (1,325,612)	Stipulated	Same SBC-A202 above.
51	0531147	SBC-B301	$ 1,885,750	$ 1,885,750	$ -	Stipulated	Same SBC-A202 above.
52	0531154	SBC-B302	$ 1,512,336	$ 1,512,336	$ -	Stipulated	Same SBC-A202 above.
53	0531161	SBC-B303	$ 1,670,099	$ 572,009	$ (1,098,090)	Stipulated	Same SBC-A202 above.
54	0531178	SBC-B304	$ 2,166,689	$ 1,205,467	$ (961,222)	Stipulated	Same SBC-A202 above.
55	0531185	SBC-B401	$ 1,839,821	$ 1,839,821	$ -	Stipulated	Same SBC-A202 above.
56	0531192	SBC-B402	$ 1,634,958	$ 1,634,958	$ -	Stipulated	Same SBC-A202 above.
57	0531200	SBC-B403	$ 1,590,570	$ 827,414	$ (763,156)	Stipulated	Same SBC-A202 above.
58	0531217	SBC-B404	$ 2,132,027	$ 1,031,702	$ (1,100,325)	Stipulated	Same SBC-A202 above.
59	0531224	SBC-B501	$ 1,883,531	$ 1,883,531	$ -	Stipulated	Same SBC-A202 above.
60	0531231	SBC-B502	$ 1,961,950	$ 1,961,950	$ -	Stipulated	Same SBC-A202 above.
61	0531248	SBC-B503	$ 1,630,334	$ 703,302	$ (927,032)	Stipulated	Same SBC-A202 above.
62	0531255	SBC-B504	$ 2,162,620	$ 869,314	$ (1,293,306)	Stipulated	Same SBC-A202 above.

#	Account #	Parcel ID	Old Market Value	New Market Value	MV Difference	Stip or Hearing Info	Result
63	0531262	SBC-B601	$ 2,341,590	$ 2,341,590	$ -	Stipulated	Same SBC-A202 above.
64	0531279	SBC-B602	$ 1,839,328	$ 1,839,328	$ -	Stipulated	Same SBC-A202 above.
65	0531286	SBC-B603	$ 1,789,391	$ 703,302	$ (1,086,089)	Stipulated	Same SBC-A202 above.
66	0531293	SBC-B604	$ 3,049,887	$ 884,307	$ (2,165,580)	Stipulated	Same SBC-A202 above.
67	0531301	SBC-B702	$ 3,889,129	$ 3,889,129	$ -	Stipulated	Same SBC-A202 above.
68	0531318	SBC-B703	$ 4,259,029	$ 1,321,554	$ (2,937,475)	Stipulated	Same SBC-A202 above.
69	0531332	SBC-C202	$ 2,367,360	$ 4,291,350	$ 1,923,990	Stipulated	Same SBC-A202 above.
70	0531349	SBC-C301	$ 2,176,862	$ 2,176,862	$ -	Stipulated	Same SBC-A202 above.
71	0531356	SBC-C302	$ 2,650,873	$ 2,650,873	$ -	Stipulated	Same SBC-A202 above.
72	0531363	SBC-C401	$ 2,647,713	$ 2,647,713	$ -	Stipulated	Same SBC-A202 above.
73	0531370	SBC-C402	$ 2,594,232	$ 2,594,232	$ -	Stipulated	Same SBC-A202 above.
74	0531387	SBC-C501	$ 2,659,088	$ 2,659,088	$ -	Stipulated	Same SBC-A202 above.
75	0531394	SBC-C502	$ 3,038,806	$ 3,038,806	$ -	Stipulated	Same SBC-A202 above.
76	0531402	SBC-C601	$ 3,487,232	$ 3,487,232	$ -	Stipulated	Same SBC-A202 above.
77	0531419	SBC-C602	$ 3,502,213	$ 3,502,213	$ -	Stipulated	Same SBC-A202 above.
78	0531426	SBC-C701	$ 3,502,213	$ 3,502,213	$ -	Stipulated	Same SBC-A202 above.
79	0531433	SBC-C702	$ 3,232,772	$ 3,232,772	$ -	Stipulated	Same SBC-A202 above.
80	0531440	SBC-C801	$ 4,554,548	$ 4,554,548	$ -	Stipulated	Same SBC-A202 above.
81	0531464	SBC-EMP-A	$ 500,000	$ 179,055	$ (320,945)	Stipulated	Same SBC-A202 above.
82	0531471	SBC-EMP-B	$ 500,000	$ 486,863	$ (13,137)	Stipulated	Same SBC-A202 above.
83	0531488	SBC-EMP-C1	$ 500,000	$ 183,963	$ (316,037)	Stipulated	Same SBC-A202 above.
84	0531495	SBC-EMP-C2	$ 500,000	$ 188,895	$ (311,105)	Stipulated	Same SBC-A202 above.
85	0531503	SBC-EMP-C3	$ 500,000	$ 173,113	$ (326,887)	Stipulated	Same SBC-A202 above.
86	0531510	SBC-EMP-C4	$ 500,000	$ 210,103	$ (289,897)	Stipulated	Same SBC-A202 above.
87	0535233	SCVC-83-16	$ 244,847	$ 244,847	$ -	Stipulated	Change this account to exempt it was approved as 501(c)(3) exemption continuation for this year per Chase in the Auditors office
88	0535257	SCVC-83-18	$ 246,317	$ 246,317	$ -	Stipulated	Same SCVC-83-16 above
89	0535264	SCVC-83-19	$ 246,330	$ 246,330	$ -	Stipulated	Same SCVC-83-16 above
90	0535271	SCVC-83-20	$ 251,078	$ 251,078	$ -	Stipulated	Same SCVC-83-16 above
91	0535288	SCVC-83-21	$ 246,247	$ 246,247	$ -	Stipulated	Same SCVC-83-16 above
92	0535303	SCVC-83-23	$ 246,330	$ 246,330	$ -	Stipulated	Same SCVC-83-16 above
93	0364905	SDLC-C310	$ 541,200	$ 525,000	$ (16,200)	Stipulated	The appellant has submitted evidence of Qualifying Contract under Utah State Code 59-2-1004(1)(h). Pursuant to Utah Code 59-2-1004(6)(b), no evidence was discovered to indicate that the sale price identified in the submitted settlement statement is not a reliable indication of fair market value for the subject. Adjustment to the purchase price identified in the appellant's settlement statement is appropriate.
94	0180442	SFL-2-114	$ 1,172,486	$ 1,070,801	$ (101,685)	Stipulated	A Property Assessment Reveiw (PAR) report was completed for the subject property. PAR's statisical indicators show support for the appellant's requested value. Adjustment is recommended.

#	Account #	Parcel ID	Old Market Value	New Market Value	MV Difference	Stip or Hearing Info	Result
95	0035752	SFL-66	$ 602,231	$ 550,000	$ (52,231)	Stipulated	The appellant has submitted evidence of Qualifying Contract under Utah State Code 59-2-1004(1)(h). Pursuant to Utah Code 59-2-1004(6)(b), no evidence was discovered to indicate that the sale price identified in the submitted settlement statement is not a reliable indication of fair market value for the subject. Adjustment to the purchase price identified in the appellant's settlement statement is appropriate.
96	0258156	SG-C-25	$ 3,983,744	$ 3,400,000	$ (583,744)	Stipulated	Evidence provided and P.A.R. report support the requested value.
97	0411425	SGNH-21	$ 6,104,975	$ 4,910,140	$ (1,194,835)	Stipulated	Correct basement percent completion error and adjusted quality to reconcile with MLS listing and arm's length sale in Aug of 2026.
98	0129332	SL-E-284	$ 2,432,936	$ 2,350,000	$ (82,936)	Stipulated	We also reviewed your purchase contract and have corrected the value to the purchase price.
99	0152474	ST-2-M-2	$ 1,037,241	$ 714,677	$ (322,564)	Stipulated	After review of submitted evidence and review of county records parcel was valued in error as having river frontage. This parcel is not on the river and the 2026 mass appraisal value was adjusted to correct that.
100	0202196	EYC-B-1	$ 469,287	$ 469,287	$ -		Primary Exemption Granted
101	0202204	EYC-B-2	$ 444,061	$ 444,061	$ -		Primary Exemption Granted
102	0202212	EYC-B-3	$ 556,105	$ 556,105	$ -		Primary Exemption Granted
103	0202220	EYC-B-4	$ 556,105	$ 556,105	$ -		Primary Exemption Granted
104	0202238	EYC-C-1	$ 469,287	$ 469,287	$ -		Primary Exemption Granted
105	0202246	EYC-C-2	$ 444,061	$ 444,061	$ -		Primary Exemption Granted
106	0202253	EYC-C-3	$ 556,105	$ 556,105	$ -		Primary Exemption Granted
107	0202261	EYC-C-4	$ 556,105	$ 556,105	$ -		Primary Exemption Granted
108	0202279	EYC-D-1	$ 461,672	$ 461,672	$ -		Primary Exemption Granted
109	0202303	EYC-D-4	$ 574,748	$ 574,748	$ -		Primary Exemption Granted
				TOTAL	**$ (43,251,434)**		

To: Summit County Council
From: Matt Wagoner, District Superintendent
Date: 10/14/2026
Re: Princess Di Trail Easement

Background:

The existing Princess Di Trail connects the Three-Mile Canyon paved path to Promontory Canyon Road near Interstate 80. Extending it to the Historic Rail Trail was outlined as a multi-agency project in the Promontory development agreement and is a priority in Basin Recreation's Trails Master Plan. The connector will close a long-identified gap and create a continuous loop for non-motorized users. The proposed trail crosses land owned by two separate entities: Resort Center Associates, LLC and Promontory Investments LandCo, LLC.

Discussion:

Promontory Investments LandCo, LLC grants the District two easements across its property. The first is a thirty-foot trail corridor for a natural-surface, non-motorized trail no wider than ten feet, for year-round public use. The second is a non-exclusive access easement over private roads and common areas that lets the District, but not the public, build and maintain the trail. Both run in perpetuity with the land. The District handles construction, maintenance, signage, and repairs; Promontory charges no fee, keeps its recreational-use liability protections, and reserves its utility and trail-relocation rights.

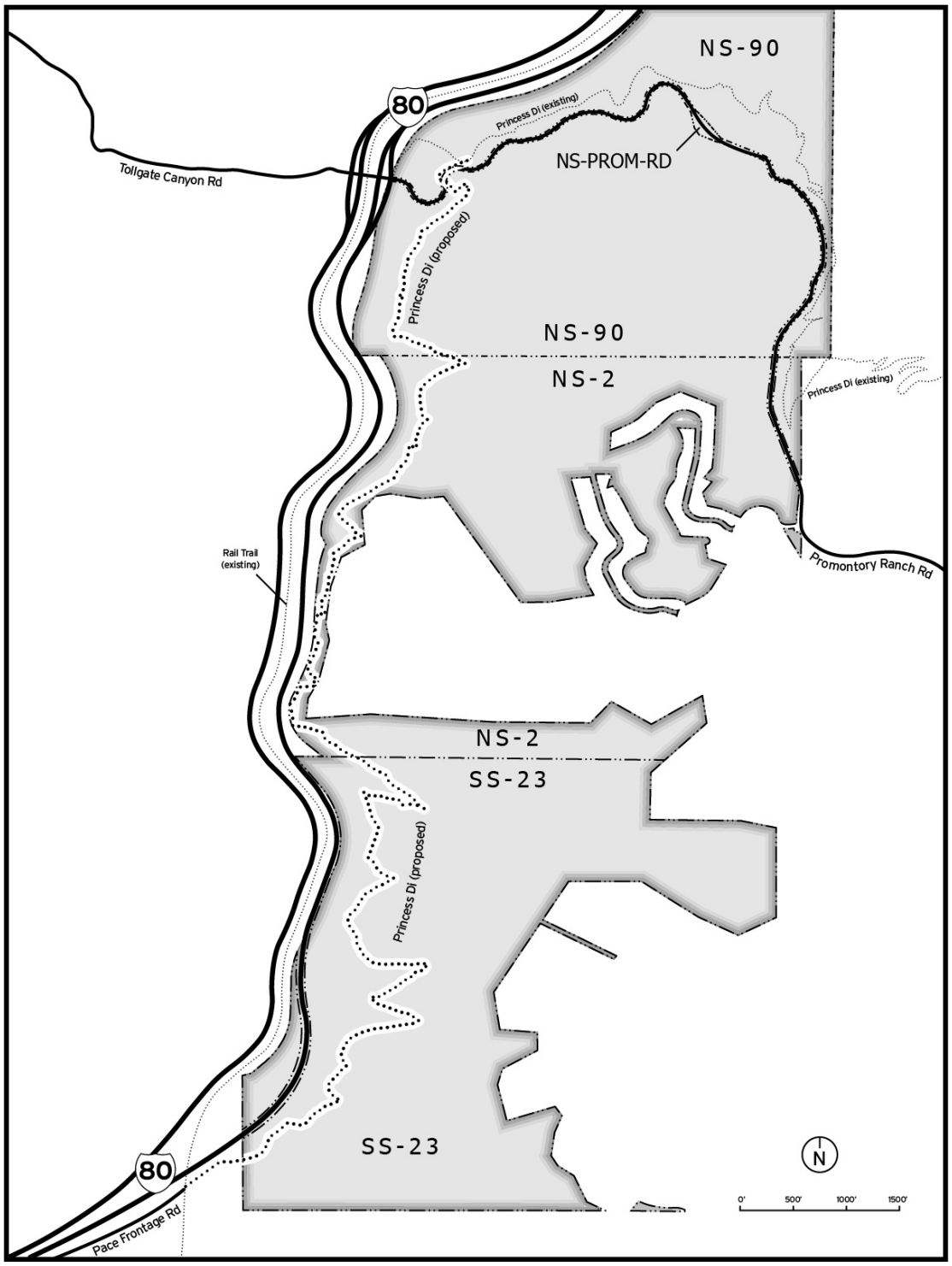
Resort Center Associates, LLC grants a matching easement across the adjoining property for the same year-round, non-motorized public trail and the access needed to build and maintain it. Staff believe the two agreements together provide a valuable public amenity while respecting the private character of both properties. Both easements are included in this report for review and possible approval.

The SBSRD board has reviewed the project details and has awarded the potential work to a trail construction contractor. Promontory has reserved funds to contribute to the construction of this connection and SBSRD staff has also been awarded a RAP tax grant for the project. The Summit County Attorney's office has reviewed and approved of both easement forms. When the trail is completed, a surveyed legal description will be produced and a more precise easement will be executed.

Suggested Motion:

To approve the trail easements with Promontory Investments LandCo and Resort Center Associates and authorize the Council Chair to execute the necessary documents.

Map of Princess Di Connector alignment:



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

Space above for Recorders Stamp

PUBLIC RECREATION TRAIL EASEMENT AND ACCESS AGREEMENT

Property Owner:	**Trail Name:**	**Parcels:**
Promontory Investments LandCo, LLC	**Princess Di**	**NS-90, NS-PROM-RD, NS-2, SS-23**

THIS PUBLIC RECREATION TRAIL EASEMENT AGREEMENT AND ACCESS AGREEMENT ("**Easement Agreement**"), is made and entered into this 28th day of September 2026, by and between Promontory Investments LandCo, LLC, a Utah limited liability company, with address at 8758 N Promontory Ranch Rd, Park City, Utah 84098 (**"Owner"**), and **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**, a special service district of the State of Utah, with offices at 5715 Trailside Drive, Park City, UT 84098 **("SBSRD").** Owner and SBSRD are sometimes collectively referred to in this Easement Agreement as the "**Parties**" or individually as a "**Party**."

RECITALS

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

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

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

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

AGREEMENT

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

1. Grant of Easement.

Owner hereby grants unto SBSRD:

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

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

2. **Duration.**

The Trail Easement and Access Easement in the Easement Corridor are granted in perpetuity and shall run with the land so as to be forever binding upon the Parties hereto and their respective heirs, personal representatives, administrators, successors, and assigns. Grantee's easement and all rights to use the Property outside of the Easement Corridor shall expire 24 months after the execution of this Easement Agreement. After such expiration, Grantee may request a license or other access to the Easement Corridor over or through other parts of the Property and Grantor shall not unreasonably refuse such request.

3. **Purpose.**

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

The purpose of the Access Easement is to provide SBSRD and its Affiliates (as defined below), not the general public, access to the Easement Corridor as SBSRD deems reasonable and necessary for the sole purpose of developing, constructing, maintaining, and otherwise managing the Trail Easement in accordance with provisions set forth herein. In its use of the Access Easement, SBSRD shall make

reasonable efforts to protect the private nature of Owner's trail system and shall not make any changes or improvements to Owner's property located outside of the Trail Easement's Easement Corridor without first obtaining Owner's prior written consent.

4. **Rights Conveyed and Obligations**.

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

A. To develop within the Easement Corridor a natural surface trail not to exceed ten feet (10') in width **("Princess Di Trail" or "Trail")** for non-motorized, year-round, recreational use, which Princess Di will be documented by an "as built" trail survey, which shall be recorded against the Property, referencing this Easement Agreement, after completion of the Princess Di Trail in the Easement Corridor depicted on Exhibit B.

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

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

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

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

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

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

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

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

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

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

6. **Fees**.

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

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

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

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

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

8. **Owner's Representations.**

Notwithstanding that the Trail Easement and Access Easement granted herein are without warranty, Owner represents that it is a possessor-in-interest of the Property, and that it has full legal authority to grant this Trail Easement and Access Easement to SBSRD free of liability for any lien or encumbrance previously placed thereon by Owner.

9. **Retained Rights**.

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

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

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

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

10. **Enforcement.**

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

11. **Acceptance.**

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

12. **Binding Effect**.

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

13. **Law.**

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

14. **Relationship Between the Parties**.

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

15. **Amendment.**

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

16. **Entire Agreement.**

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

previous agreement, representation, or understanding between the Parties relating to the subject matter hereof.

17. **Severability.**

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

IN WITNESS WHEREOF, the Parties have caused their respective names to be hereunto affixed this _____ day of _____, 2026.

Counterpart signatures appear on the following pages

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By: Summit County Council, its governing body

BY: _____
Canice Harte
Chair

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

On the _____day of _____, 2026 personally appeared before me, Canice Harte, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same as Chair of the **Summit County Council**, the governing body of the **Snyderville Basin Special Recreation District, Summit County, Utah.**

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

_____
NOTARY PUBLIC

PROMONTORY INVESTMENTS LANDCO, LLC

By: _____
Name: Kelli S. Brown
Its: Authorized Agent

STATE OF Utah)
):ss
COUNTY OF Summit)

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 28th day of September 2026 before me personally appeared Kelli S. Brown, the Authorized Agent, of Promontory Investments LandCo LLC, who is known to me as the person and officer described in and who executed the foregoing instrument on behalf of said Promontory Investments LandCo LLC, and who acknowledge that he/she held the position or title set forth in the instrument and certificate, that he/she signed the instrument of behalf of Promontory Investments LandCo LLC by proper authority, and that the instrument was the act of Promontory Investments LandCo LLC for the purposes therein stated.

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

SEAL:

JORDYN TORR
Notary Public - State of Utah
Comm. No. 737282
My Commission Expires on
May 22, 2028

_____
NOTARY PUBLIC

EXHIBIT A

(Legal Description of Property)

Summit County Tax Identification Parcel No. NS-90
SEC 35 T1NR4E SLM CONT 640 AC
(LESS 29.97 AC RR R/W)
(LESS 45.32 AC YWD72 FOR HWY 80-4)
(LESS 0.37 AC YWD75 FOR HWY 80-4)
(LESS 1.22 AC YWD76 FOR HWY 80-4)
(LESS 168.2 AC 1412-994 NS-90-A-X)
(LESS 9.13 AC 1609-571 NS-PROM-RD) BAL 385.79 AC M248-377 SWD19 M66-592 353-342 385-696-711 419-431 472-729 570-82 580-375 1314-147 (REF:1422-644) (SEE SWD-1592-733 PIVOTAL PROMONTORY DEVELOPMENT LLC TO QUESTAR PIPELINE CO) 2015-1789 2727-29

Summit County Tax Identification Parcel No. NS-PROM-RD
PROMONTORY RANCH ROAD: A FEE SIMPLE PARCEL WH IS 50.00 FT WIDE LYING 25.00 FT EACH SIDE OF THE C/L MORE PARTICULARLY DESC AS FOLLOWS: BEG AT A PT WH IS N 89*42'38" W ALONG THE SEC LINE 1098.58 FT & N 2112.33 FT FROM THE SW COR OF SEC 35 T1NR4E SLBM (BASIS OF BEARING BEING N 89*42'38" W 4821.42 FT BETWEEN SD SW COR & THE NE CLOSING COR OF SEC 2 T1SR4E SLBM) SD PT ALSO BEING ON THE E R/W LINE OF I-80; & RUN TH S 82*38'09" E 30.57 FT TO A PT OF CURVATURE OF A 150.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS S 07*21'51" W; TH SE'LY ALONG THE ARC OF SD CUR 169.52 FT THROUGH A CENTRAL ANGLE OF 64*45'11"; TH S 17*52'58" E 73.84 FT TO A PT OF CURVATURE OF A 150.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS N 72*07'02" E; TH SE'LY ALONG THE ARC OF SD CUR 445.50 FT THROUGH A CENTRAL ANGLE OF 170*10'02"; TH N 08*03'00" W 71.59 FT TO A PT OF CURVATURE OF A 150.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS N 81*57'00" E; TH NE'LY ALONG THE ARC 300.59 FT THROUGH A CENTRAL ANGLE OF 114*56'12" TO A PT OF REVERSE CURVATURE OF A 180.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS N 16*53'12" E; TH NE'LY ALONG THE ARC OF SD CUR 244.28 FT THROUGH A CENTRAL ANGLE OF 77*45'28"; TH N 29*07'44" E 171.75 FT TO A PT OF CURVATURE OF A 200.00 FT RAD CUR TO
THE RIGHT THE CENTER OF WH BEARS S 60*52'16" E; TH NE'LY ALONG THE ARC OF SD CUR 218.93 FT THROUGH A CENTRAL ANGLE OF 62*43'07" TO A PT OF REVERSE CURVATURE OF A 450.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS N 01*50'51" E; TH NE'LY ALONG THE ARC OF SD CUR 434.96 FT THROUGH A CENTRAL ANGLE OF 55*22'51" TO A PT OF REVERSE CURVATURE OF A 400.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS TO S 53*32'00" E; TH NE'LY ALONG THE ARC OF SD CUR 591.74 FT THROUGH A CENTRAL ANGLE OF 84*45'38" TO A PT OF REVERSE CURVATURE OF A 180.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS N 31*13'38" E; TH NE'LY ALONG THE ARC OF SD CUR 350.38 FT THROUGH A CENTRAL ANGLE OF 111*31'44"; TH N 09*41'54" E 146.94 FT TO A PT OF CURVATURE OF A 155.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS S 80*18'06" E; TH NE'LY ALONG THE ARC OF SD CUR 389.47 FT THROUGH A CENTRAL ANGLE OF 143*58'01"; TH S 26*20'05" E 504.24 FT TO A PT OF CURVATURE OF A 300.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS N

63*39'55" E; TH SE'LY ALONG THE ARC OF
SD CUR 188.35 FT THROUGH A CENTRAL ANGLE OF 35*58'17"; TH S 62*18'22" E 438.88
FT TO A PT OF CURVATURE OF A 150.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS S
72*41'38" W; TH SE'LY ALONG THE ARC OF SD CUR 165.72 FT THROUGH A CENTRAL ANGLE OF
63*18'08" TO A PT OF REVERSE CURVATURE OF A 150.00 FT RAD CUR TO THE LEFT THE CENTER OF WH
BEARS S 89*00'14" E; TH SE'LY ALONG THE ARC OF SD CUR 209.62 FT THROUGH A CENTRAL ANGLE OF
80*04'07" TO A PT OF REVERSE CURVATURE OF A 150.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH
BEARS S 10*55'40" W; TH SE'LY ALONG THE ARC OF SD CUR 105.56 FT THROUGH A CENTRAL ANGLE OF
40*19'20" TO A PT OF COMPOUND CURVATURE OF A 1275.00 FT RAD CUR TO THE RIGHT THE CENTER
OF WH BEARS S 51*15'00" W; TH SE'LY ALONG THE ARC OF SD CUR 1014.38 FT THROUGH A CENTRAL
ANGLE OF 45*35'03" TO A PT OF COMPOUND CURVATURE OF A 275.00 FT RAD CUR TO THE RIGHT THE
CENTER OF WH BEARS N 83*09'57" W; TH SW'LY ALONG THE ARC OF SD CUR 128.62 FT THROUGH A
CENTRAL ANGLE OF 26*47'50" TO A PT OF REVERSE CURVATURE OF A 275.00 FT RAD CUR TO THE LEFT
THE CENTER OF WH BEARS S 56*22'07" E; TH SW'LY ALONG THE ARC OF SD CUR 149.25 FTTHROUGH A
CENTRAL ANGLE OF 31*05'48" TO A PT OF REVERSE CURVATURE OF A 400.00 FT RAD CUR TO THE RIGHT
THE CENTER OF WH BEARS N 87*27'55" W; TH SW'LY ALONG THE ARC OF SD CUR 139.58 FT THROUGH A
CENTRAL ANGLE OF 19*59'34" TO A PT OF COMPOUND CURVATURE OF A 700.00 RAD CUR TO
THE RIGHT THE CENTER OF WH BEARS N 67*28'21" W; TH SW'LY ALONG THE ARC OF SD CUR 129.99 FT
THROUGH A CENTRAL ANGLE OF10*38'24"; TH S 33*10'03" W 258.32 FT TO A PT OF CURVATURE OF A
700.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS S 56*49'57" E; TH SW'LY ALONG THE ARC
OF SD CUR 347.82 FT THROUGH A CENTRAL ANGLE OF 28*28'09"; TH S 04*41'54" W 61.80 FT TO THE N
LINE OF SD SEC 2 T1SR4E SD PT BEING N 89*42'38" W ALONG THE SEC LINE 241.01 FT FROM SD NE
CLOSING COR SEC 2; TH S 04*41'54" W 514.66 FT TO A PT OF CURVATURE OF A 500.00 FT RAD CUR TO
THE LEFT THE CENTER OF WH BEARS S 85*18'06"E; TH SE'LY ALONG THE ARC OF SD CUR 186.79 FT
THROUGH A CENTRAL ANGLE OF 21*24'15"; TH S 16*42'21" E 885.72 FT TO A PT OF CURVATURE OF A
300.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS S 73*17'39" W; TH SE'LY ALONG THE ARC
OF SD CUR 110.16 FT THROUGH A CENTRAL ANGLE OF 21*02'22"; TH S 04*20'01" W 248.60 FT TO A PT
OF CURVATURE OF A 450.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS S 85*39'59" E; TH
SE'LY ALONG THE ARC OF SD CUR 800.99 FT THROUGH A CENTRAL ANGLE OF 101*59'05"; TH N
82*20'56" E 265.77 FT TO A PT OF CURVATURE OF A 600.00 FT RAD CUR TO THE RIGHT THE CENTER OF
WH BEARS S 07*39'04" E; TH SE'LY ALONG THE ARC OF SD CUR 759.17 FT THROUGH A CENTRAL ANGLE
OF 72*29'45"; TH S 25*09'19" E 210.56 FT TO A PT OF CURVATURE OF A 825.00 FT RAD CUR TO THE
LEFT THE CENTER OF WH BEARS N 64*50'41" E; TH SE'LY ALONG THE ARC OF SD CUR 565.47 FT
THROUGH A CENTRAL ANGLE OF 39*16'17"; TH S 64*25'36" E 226.18 FT TO A PT OF CURVATURE OF A
450.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS S 25*34'24" W; TH SE'LY ALONG THE ARC
OF SD CUR 473.86 FT THROUGH A CENTRAL ANGLE OF 60*20'02"; TH S 04*05'34" E 248.72 FT TO A PT
OF CURVATURE OF A 700.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS N 85*54'26" E; TH
SE'LY ALONG THE ARC OF SD CUR 880.95 FT THROUGH A CENTRAL ANGLE OF 72*06'24"; TH S 76*11'58"
E 74.30 FT TO A PT OF CURVATURE OF A 550.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS S
13*48'02" W; TH SE'LY ALONG THE ARC OF SD CUR 343.87 FT THROUGH A CENTRAL ANGLE OF
35*49'22"; TH S 40*22'36" E 142.99 FT TO A PT OF CURVATURE OF A 600.00 FT RAD CUR TO THE RIGHT
THE CENTER OF WH BEARS S 49*37'24" W; TH SE'LY ALONG THE ARC OF SD CUR 452.28 FT THROUGH A

CENTRAL ANGLE OF 43*11'24"; TH S 02*48'48" W 426.33 FT TO A PT OF CURVATURE OF A 400.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS S 87*11'12" E; TH SE'LY ALONG THE ARC OF SD CUR 388.76 FT THROUGH A CENTRAL ANGLE OF 55*41'11"; TH S 52*52'23" E 117.83 FT TO A PT OF CURVATURE OF A 250.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS S 37*07'37" W; TH SE'LY ALONG THE ARC OF SD CUR 162.86 FT THROUGH A CENTRAL ANGLE OF 37*19'31"; TH S 15*32'52" E 482.23 FT TO A PT OF CURVATURE OF A 475.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS S 74*27'08" W; TH SW'LY ALONG THE ARC OF SD CUR 698.47 FT THROUGH A CENTRAL ANGLE OF 84*15'04"; TH S 68*42'12" W 856.11 FT TO A PT OF CURVATURE OF A 450.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS S 21*17'48" E; TH SE'LY ALONG THE ARC OF SD CUR 1316.44 FT THROUGH A CENTRAL ANGLE OF 167*36'51"; TH N 81*05'21" E 125.23 FT TO A PT OF CURVATURE OF A 200.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS S 08*54'39" E; TH SE'LY ALONG THE ARC OF SD CUR 448.01 FT THROUGH A CENTRAL ANGLE OF 128*20'40"; TH S 29*26'01" W 679.84 FT TO A PT OF CURVATURE OF A 600.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS S 60*33'59" E; TH SE'LY ALONG THE ARC OF SD CUR 644.76 FT THROUGH A CENTRAL ANGLE OF 61*34'11"; TH S 32*08'10" E 330.66 FT TO THE N LINE OF SEC 13 T1SR4E SLBM SD PT BEING N 89*11'05" W ALONG THE SEC LINE 2250.17 FT FROM THE NE COR OF SD SEC 13; TH S 32*08'10" E 147.22 FT TO A PT OF CURVATURE OF A 300.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS N 57*51'50" E; SE'LY ALONG THE ARC OF SD CUR 273.07 FT THROUGH A CENTRAL ANGLE OF 52*09'06"; TH S 84*17'16" E 148.29 FT TO A PT OF CURVATURE OF A 200.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS S 05*42'44" W; TH SE'LY ALONG THE ARC OF SD CUR 367.72 FT THROUGH A CENTRAL ANGLE OF 105*20'41"; TH S 21*03'25" W 190.03 FT TO A PT OF CURVATURE OF A 675.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS N 68*56'35" W; TH SW'LY ALONG THE ARC OF SD CUR 158.27 FT THROUGH A CENTRAL ANGLE OF 13*26'05" TO A PT OF REVERSE CURVATURE OF A 1375.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS S 55*30'30" E; TH SW'LY ALONG THE ARC OF SD CUR 658.56 FT THROUGH A CENTRAL ANGLE OF 27*26'31" TO A PT OF REVERSE CURVATURE OF A 350.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS N 82*57'01" W; TH SW'LY ALONG THE ARC OF SD CUR 156.63 FT THROUGH A CENTRAL ANGLE OF 25*38'26"; TH S 32*41'25" W 396.06 FT TO A PT OF CURVATURE OF A 925.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS N 57*18'35" W; TH SW'LY ALONG THE ARC OF SD CUR 471.27 FT THROUGH A CENTRAL ANGLE OF 29*11'29"; TH S 61*52'54" W 590.62 FT TO A PT OF CURVATURE OF A 300.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS N 28*07'06" W; TH W'LY ALONG THE ARC OF SD CUR 288.79 FT THROUGH A CENTRAL ANGLE OF 55*09'17"; TH N 62*57'49" W 531.88 FT TO A PT OF CURVATURE OF A 500.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS S 27*02'11" W; TH SW'LY ALONG THE ARC OF SD CUR 855.07 FT THROUGH A CENTRAL ANGLE OF 97*59'03"; TH S 19*03'08" W 160.57 FT TO A PT OF CURVATURE OF A 600.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS N 70*56'52" W; TH SW'LY ALONG THE ARC OF SD CUR 576.66 FT THROUGH A CENTRAL ANGLE OF 55*04'02"; TH S 74*07'10" W 208.56 FT TO THE W LINE OF SD SEC 13 SD PT BEING N 00*12'10" E ALONG THE SEC LINE 2118.93 FT FROM THE SW COR OF SD SEC 13; TH S 74*07'10" W 23.37 FT TO A PT OF CURVATURE OF A 600.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS S 15*52'50" E; TH SW'LY ALONG THE ARC OF SD CUR 24.79 FT THROUGH A CENTRAL ANGLE OF 02*22'01"; TH S 71*45'09" W 198.60 FT TO A PT OF CURVATURE OF A 600.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS N 18*14'51" W; TH SW'LY ALONG THE ARC OF SD CUR 211.52 FT THROUGH A CENTRAL ANGLE OF 20*11'54"; TH N 88*02'57" W 1206.78 FT TO A PT OF CURVATURE OF A 800.00 FT RAD CUR TO THE LEFT

C

THE CENTER OF WH BEARS S 01*57'03" W; TH SW'LY ALONG THE ARC OF SD CUR 1317.81 FT THROUGH A CENTRAL ANGLE OF 94*22'51"; TH S 02*25'48" E 321.83 FT TO A PT OF CURVATURE OF A 1200.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS S 87*34'12" W; TH SW'LY ALONG THE ARC OF SD CUR 224.47 FT THROUGH A CENTRAL ANGLE OF 10*43'04"; TH S 08*17'16" W 200.42 FT TO A PT OF CURVATURE OF A 750.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS S 81*42'44" E; TH S'LY ALONG THE ARC OF SD CUR 203.57 FT THROUGH A CENTRAL ANGLE OF 15*33'07"; TH S 07*15'51" E 185.53 FT TO A PT OF CURVATURE OF A 500.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS S 82*44'09" W; TH S'LY ALONG THE ARC OF SD CUR 79.81 FT THROUGH A CENTRAL ANGLE OF 09*08'44" TO THE S LINE OF SEC 14 T1SR4E SLBM SD PT BEING S 89*45'21" E ALONG THE SEC LINE 207.87 FT FROM THE S1/4 COR OF SD SEC 14; TH CONTINUING S'LY ALONG THE ARC OF SD LAST MENTIONED CUR 178.03 FT THROUGH A CENTRAL ANGLE OF 20*24'04"; TH S 22*16'56" W 178.56 FT TO A PT OF CURVATURE OF A 700.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS N 67*43'04" W; TH SW'LY ALONG THE ARC OF SD CUR 789.75 FT THROUGH A CENTRAL ANGLE OF 64*38'30"; TH S 86*55'26" W 732.10 FT TO A PT OF CURVATURE OF A 1000.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS S 03*04'34" E; TH SW'LY ALONG THE ARC OF SD CUR 138.83 FT THROUGH A CENTRAL ANGLE OF 07*57'15"; TH S 78*58'11" W 943.91 FT TO A PT OF CURVATURE OF A 1000.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS N 11*01'49" W; TH SW'LY ALONG THE ARC OF SD CUR 214.98 FT THROUGH A CENTRAL ANGLE OF 12*19'03"; TH N 88*42'46" W 145.43 FT TO THE E LINE OF SEC 22 T1SR4E SLBM SD PT BEING 00*34'53" E ALONG THE SEC LINE 1042.67 FT FROM THE NE COR OF SD SEC 22; TH N 88*42'46" W 494.23 FT TO A PT OF CURVATURE OF A 993.00 FT RAD CUR TO THE LEFT THE CENTER OF WH BEARS S 01*17'14" W; TH SW'LY ALONG THE ARC OF SD CUR 461.64 FT THROUGH A CENTRAL ANGLE OF 26*38'11"; TH S 64*39'03" W 544.89 FT TO A PT OF CURVATURE OF A 300.00 FT RAD CUR TO THE RIGHT THE CENTER OF WH BEARS N 25*20'57" W; TH SW'LY ALONG THE ARC OF SD CUR 187.39 FT THROUGH A CENTRAL ANGLE OF 35*47'22"; TH N 79*33'35" W 197.19 FT TO THE PT OF TERMINUS (LESS ANY PORTION LYING IN SEC 22 T1SR4E SLBM) BAL 40.1 AC M/L IN PROMONTORY RD; ALSO BEG AT A PT WH IS S 00*24'17" W ALONG THE SEC LINE 2634.64 FT & W 1025.20FT FROM THE NE COR OF SEC 35 T1NR4E SLBM (BASIS OF BEARING BEING S 00*24'17" W 5268.15 FT BETWEEN SD NE COR & THE SE COR OF SD SEC 35); & RUN TH S 27*41'38" W 60.00 FT; TH N 62*18'22" W 187.74 FT; TH N 28*11'37" W 92.77 FT; TH N 09*39'06" W 175.40 FT; TH N 63*39'55" E 60.00 FT; TH S 36*13'26" E 140.25 FT; TH S 32*52'03" E 240.83 FT TO THE PT OF BEG CONT 1.01 AC (LESS 0.47 AC LYING IN THE 1ST DESC PARCEL ABOVE); ALSO BEG AT A PT WH IS N 89*36'59" W ALONG THE SEC LINE 772.27 FT & S 762.23 FT FROM THE N1/4 COR OF SEC 23 T1SR4E SLBM (BASIS OF BEARING BEING N 89*36'59" W 2672.06 FT BETWEEN SD 1/4 COR & THE NW COR OF SD SEC 23); & RUN TH S 03*04'34" E 60.00 FT; TH S 70*38'35" W 236.16 FT; TH N 84*50'37" W 88.49 FT; TH N 73*53'32" W 162.92 FT; TH N 03*04'34" W 60.00 FT; TH N 75*11'14" E 92.69 FT; TH N 89*47'02" E 377.86 FT TO THE PT OF BEG CONT 1.13 AC
(LESS 0.53 AC LYING IN THE 1ST DESC PARCEL ABOVE) TOTAL 41.24 AC 1314-147 (NOTE: DESC FOUND IN 1609-571) (SEE QCD-1609-571 PIVOTAL PROMONTORY DEVELOPMENT LLC TO THE PROMONTORY CONSERVANCY) (SEE QCD-1671-517 R/W ONLY & CHANGE IN DESC) (REF:1710-1560 & 1756-92) 2015-1789 2729-1627

Summit County Tax Identification Parcel No. NS-2

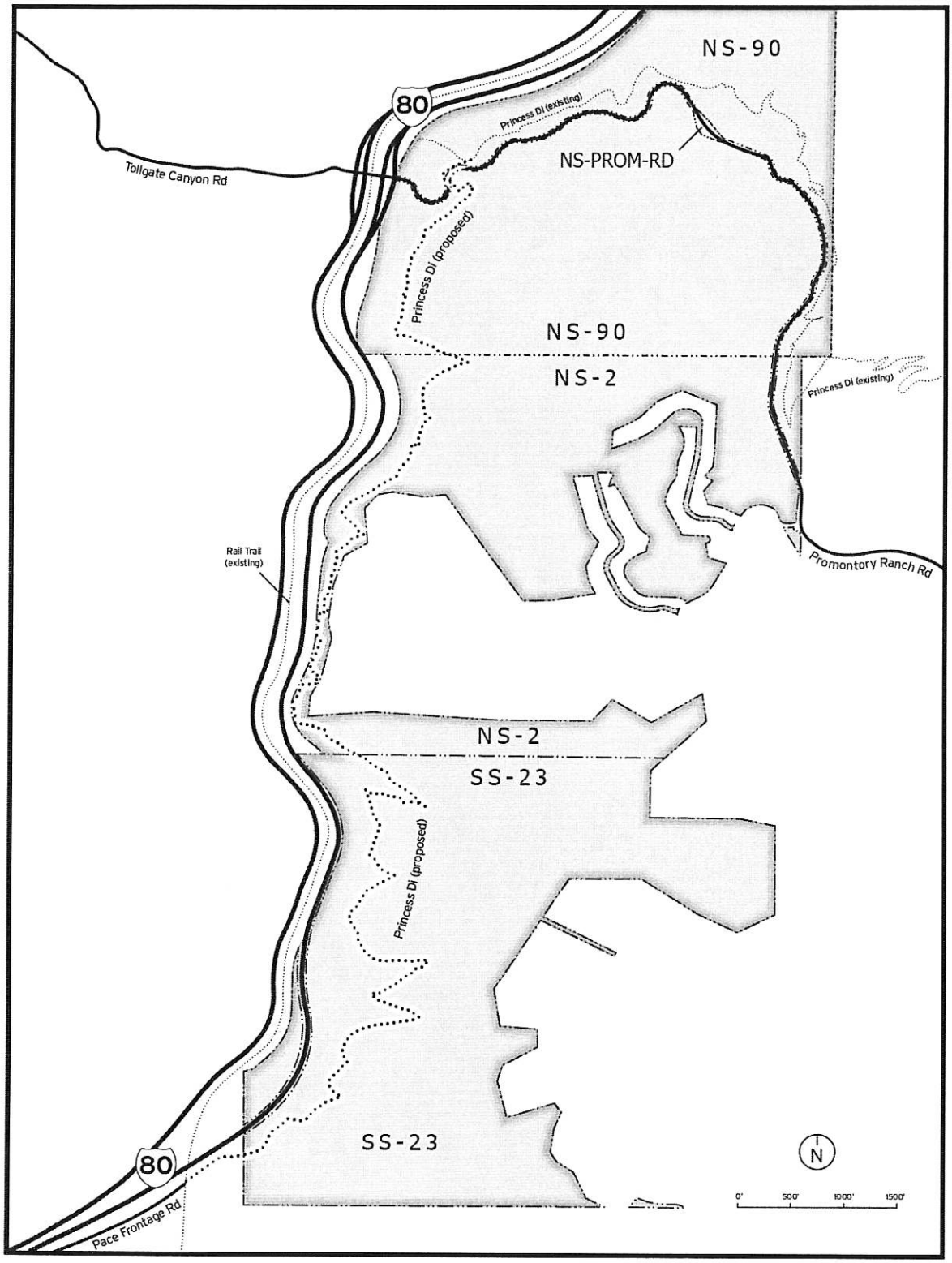
SEC 2 T1SR4E SLBM
(LESS 31.34 AC WWD-320 HWY)
(LESS 1.92 AC M29-678 HWY)
(LESS 70.00 AC M/L 1412-994 W OF I-80 MS-2-A-1)
(LESS 2.57 AC 1609-571 NS-PROM-RD)
(LESS 18.70 AC M/L 1736-319 NS-2-A-2)
(LESS 12.63 AC M/L 1736-327 NS-2-A-3)
(LESS 20.92 AC 1736-324 NS-2-A-4)
(LESS 118.26 AC 1787-324 NS-2-A-6)
(LESS 14.21 AC AMENDED DYE COURSE CABINS SUBDIVISION)
(LESS 0.05 AC 1955-1897 1426-764 NS-2-C)
(LESS 5.20 AC 2525-1740 NS-1-2-3-PINN)
(LESS 13.32 AC M/L 2627-1780 NS-1-2-3-G3)
(LESS 10.10 AC 2797-1547 NS-2-D)
(LESS 1.16 AC ADDED TO NS-2-D 2844-32) BAL 269.05 AC M/L M97-33-37-43-48 1314-147 (REF:1422-644) (SWD-1592-724 PIVOTAL PROMONTORY DEVELOPMENT LLC TO QUESTAR GAS CO) (1710-1544 THRU 1557; 1736-310 THRU 327; 1753-1453 THRU 1760-686) (1710-1565 & 1787-321) (1760-690 & 1882-1514) (REF: 2501-1262 & 2525-1738) 2015-1789 2727-29 2844-32

Summit County Tax Identification Parcel No. SS-23

SEC 11 T1SR4E SLM
(LESS 16.53 AC M/L UPRR R/W)
(LESS 26.89 AC YWD71 FOR HW80-4)
(LESS 0.42 AC YWD73 FOR HWY 80-4)
(LESS 0.16 AC YWD74 FOR HWY 80-4)
(LESS 0.77 AC YWD74 FOR HWY 80-4)
(LESS 28.5 AC M/L 1412-994 W OF I-80SS-23-A)
(LESS 97.94 AC 1412-994 SS-23-B)
(LESS 32.08 AC 1412-994 SS-23-C)
(LESS 0.77 AC 1412-994 SS-26-C)
(LESS 24.66 AC 1521-1361 SS-23-D)
(LESS 3.0 AC 1609-571 SS-RCT-RD)
(LESS 26.9 AC 1629-1311 SS-23-E)
(LESS 18.08 AC M/L 1736-327 SS-23-F)
(LESS 0.96 AC M/L 2525-1740 SS-23-PINN)
(LESS 52.95 AC M/L 2627-1780,1785 SS-23-G2 & SS-23-26-G3) BAL 309.39 M/L M9-611 SWD19 M66-592 M254-435 385-711 419-431 472-729 570-82 580-378 1314-147 (REF:1422-644) (1710-1547 & 1736-313) (REF: 2501-1262 & 2525-1738) 2015-1789 2727-29

EXHIBIT B

(Site Map with delineation of Easement Corridor Alignment)



F

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

Space above for Recorders Stamp

PUBLIC RECREATION TRAIL EASEMENT AND ACCESS AGREEMENT

Property Owner: **Resort Center Associates, LLC**
Trail Name: **Princess Di**
Parcel #: **SS-27**

THIS PUBLIC RECREATION TRAIL EASEMENT AGREEMENT AND ACCESS AGREEMENT ("Easement Agreement") is made and entered into this ___ day of _____, 20___, by and between **Resort Center Associates, LLC** with address at 201 S. Main St., Suite 2000, Salt Lake City, UT 84111 **("Owner"), and SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**, a special service district of the State of Utah, with offices at 5715 Trailside Drive, Park City, UT 84098 **("SBSRD").** Owner and SBSRD are sometimes collectively referred to in this Easement Agreement as the "**Parties**" or individually as a "**Party**."

RECITALS

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

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

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

WHEREAS, SBSRD is a public body, authorized by law to acquire interests in real property for purposes of developing and maintaining land for public recreational opportunities;

AGREEMENT

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

1. **Grant of Easement.**

Owner hereby grants unto SBSRD:

A. A trail easement **("Trail Easement")** on, over, under, and across the Property solely consisting of a corridor twenty feet (20') in width **("Easement Corridor")** lying along an alignment as described in the document attached hereto as **Exhibit A,** and as depicted in the sketch attached hereto as **Exhibit B,** and by this reference both exhibits are incorporated herein, exclusively for the duration and purpose set forth herein below and consisting only of the rights hereinafter enumerated.

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

2. **Duration.**

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

3. **Purpose.**

The purpose of the Trail Easement is to obtain, develop, preserve, and maintain the area within the Easement Corridor for development, construction, use, preservation, and maintenance of a non-motorized trail, for the use and benefit of SBSRD and the general public. The purpose of the Access Easement is to provide SBSRD and its Affiliates (as defined below), not the general public, access to the Easement Corridor as SBSRD deems reasonable and necessary to develop, construct, maintain, and otherwise manage the Trail Easement in accordance with provisions set forth herein.

4. **Rights Conveyed and Obligations**.

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

A. To develop within the Easement Corridor a trail not to exceed twenty feet (20') in width, **("Trail"),** for non-motorized recreational use;

B. To lay out, mark, develop, construct, maintain or relocate the Trail, within the Easement Corridor;

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

D. To establish and maintain appropriate signage within the Easement Corridor marking the trail and providing directions or other appropriate information in connection with the Trail;

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

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

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

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

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

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

Public access on, over or across the Trail Easement shall be strictly limited to access by foot or other non-motorized means except as follows: (a) use by motorized or battery propelled wheelchairs, (b) use by Owner or SBSRD operated motor vehicles for purposes of construction or maintenance of any trail that may be established within the Easement Corridor, and (c) use for emergency access for wild land

fire and structural fire suppression, to facilitate search and rescue operations, or by public law enforcement personnel as deemed necessary for public safety.

6. **Fees**.

No fees shall be charged by Owner for use of the Trail Easement by the general public.

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

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

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

8. **Owner's Representations.**

Notwithstanding that the Trail Easement and Access Easement granted herein is without warranty, Owner represents that it is a possessor in interest of the Property, and that it has full legal authority to grant this Trail Easement and Access Easement to SBSRD free of liability for any lien or encumbrance previously placed thereon by Owner.

9. **Retained Rights**.

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

A. A right-of-way on, over, under, and across the Trail Easement for purposes of ingress, egress, placement of underground utilities for the benefit of the Property and adjacent property that is or may

hereafter be acquired by Owner, the location of any such right-of-way to be designated by Owner at a future date; and

B. To relocate (but not terminate), the Trail Easement as described herein, provided all of the following conditions are met: 1. SBSRD approves in writing the proposed new location, which approval shall not be unreasonably withheld, noting that integrity of trail (e.g. grade, line of site) and increased maintenance concerns, are examples of justification for disapproval; 2. the proposed new location of Trail Easement, as approved by SBSRD, is within the Easement Corridor; 3. relocation work is completed by or at the direction of SBSRD; and 4. Owner agrees in writing to promptly reimburse SBSRD for all actual out of pocket costs associated with the relocation (SBSRD to provide a written estimate of costs to Owner prior to commencement of work). Upon any such relocation, SBSRD shall enjoy all rights conveyed herein with respect to the Trail Easement as relocated.

C. To landscape and install and maintain irrigation within the Easement Corridor, but not any portion of the Trail, subject to the right, but not the obligation of SBSRD to manage any such vegetation as provided for in **Section 5 Paragraph F** herein. RCA COSPA

D. SBSRD shall co-struct a fence on the south portion of the easements to separate the easement from the rest of the Ranch. Owner shall have right to approve type of fencing.

10. **Enforcement.**

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

11. **Acceptance.**

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

12. **Binding Effect**.

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

13. **Law.**

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

14. **Relationship Between the Parties**.

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

15. **Notice.**

Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

BASIN RECREATION:

District Director
Snyderville Basin Special Recreation District
5715 Trailside Drive
P.O. Box 980127
Park City, Utah 84098

OWNER:

Resort Center Associates
Walter J Plumb III 201 South main Street
Suite 2000
Salt Lake City, Utah 84111

16. **Amendment**.

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

17. **Entire Agreement.**

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

previous agreement, representation, or understanding between the Parties relating to the subject matter hereof.

18. **Severability.**

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

IN WITNESS WHEREOF, the Parties have caused their respective names to be hereunto affixed this _____ day of _____, 20__.

Counterpart signatures appear on the following pages.

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By: _____
Dana Jones, District Director

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

On the _____day of _____, 20___, personally appeared before me, **Dana Jones**, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same as **District Director of Snyderville Basin Special Recreation District, Summit County, Utah.**

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

_____
NOTARY PUBLIC

OWNER Resort Center Associates LC.

BY: _____
Print Name: Walter J Plumb III

ITS: manager.
Title

STATE OF Utah)
):ss
COUNTY OF Salt Lake)

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 2nd day of July 2025 before me personally appeared Walter J Plumb III the Manager, who is known to me as the person and officer described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledge that he/she held the position or title set forth in the instrument and certificate, that he/she signed the instrument of behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated.

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

SEAL:

NOTARY PUBLIC
CHANTELLE MARTIN TAYLOR
738533
MY COMMISSION EXPIRES
AUGUST 06, 2028
STATE OF UTAH

Chantelle Martin Taylor
NOTARY PUBLIC

EXHIBIT A

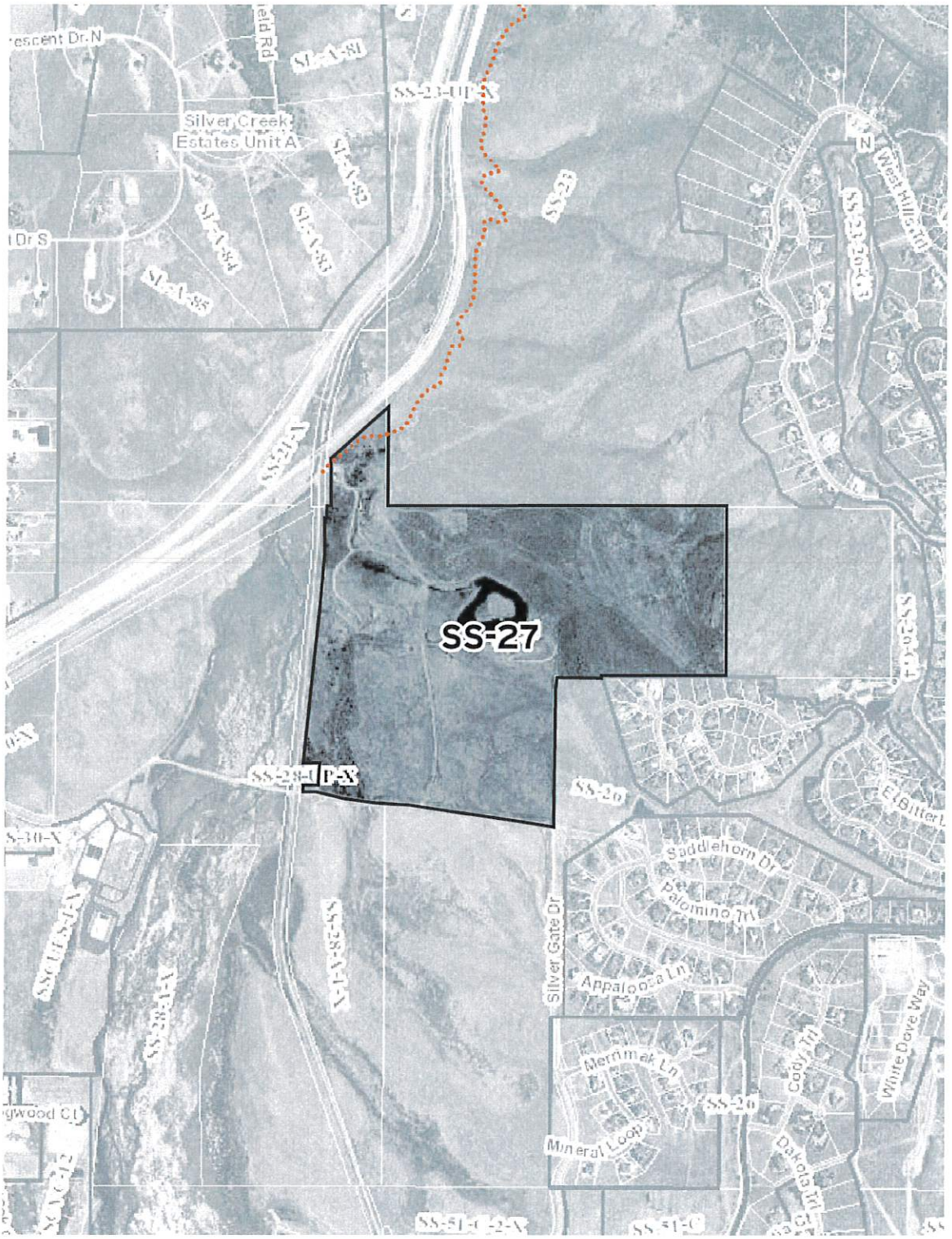
(Legal Description of Property)

Summit County Tax Identification Parcel No. SS-27

BEG AT THE NW COR OF SEC 14 T1SR4E SLBM & RUN TH S 89*55'31" E (BASIS OF BEARING) 2698.76 FT TO THE N1/4 COR OF SD SEC 14; TH S 00*23'35" W 1335.71 FT TO THE SE COR OF THE NE1/4 OF THE NW1/4 OF SD SEC 14; TH N 89*51'19" W 1345.97 FT TO THE SW COR OF THE NE1/4 OF THE NW1/4 OF SD SEC 14; TH S 00*14'50" W 1179.50 FT ALONG THE E LINE OF THE SW1/4 OF THE NW1/4 OF SD SEC 14 TO THE C/L OF A 100 FT WIDE PUBLIC RD RECORDED AS ENTRY #403394 IN BK 802-497 & DESC IN ENTRY #568710 IN BK 1325-42; TH ALONG SD C/L THE FOLLOWING 7 COURSES: 1) N 79*09'36" W 3.98 FT; 2 (N 81*31'09" W 527.00 FT; 3) N 81*59'19" W 702.37 FT; 4) N 88*20'59" W 263.73 FT; 5) N 81*11'11" W 250.60 FT; 6) N 75*10'29" W 167.27 FT; 7) N 88*33'04" W 121.32 FT TO THE E'LY R/W OF THE PARKS & RECREATION DISTRICT (FORMERLY THE UPRR); TH ALONG SD R/W THE FOLLOWING 4 COURSES: 1) N 05*33'27" E 1760.66 FT; 2) N 01*08'30" E 495.78 FT; 3) S 89*53'03" E 50.00 FT; 4) N 01*04'38" E 382.65 FT TO THE S'LY R/W OF I-80; TH N 48*23'54" E 582.63 FT ALONG SD S'LY R/W TO THE E'LY LINE OF SEC 10 T1SR4E SLBM; TH S 00*13'55" E 770.32 FT ALONG SD E'LY LINE TO THE PT OF BEG CONT 151.94 AC M71-166 996-782 1765-185 1884-1603-1605

EXHIBIT B

(Site Map With Delineation of Easement Corridor Alignment)



STAFF REPORT

TO: Summit County Council
FROM: Janna Young, Deputy County Manager
Jessica Wilde, Senior Services Director
Jordan Pallitto, The Hill Group, Inc.
MEETING: October 14, 2026
SUBJECT: Consideration and possible approval of a strategic plan for Summit County Senior Services

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Requested Council Action

Adopt a strategic plan for Summit County Senior Services to guide the County's implementation priorities, operating plans, and future budget recommendations through the year 2031.

Introduction

Summit County is experiencing a significant demographic shift as its population ages. Approximately 10,500 County residents are already age 60 or older, roughly one-quarter of the County's population, and another 6,500 residents are currently ages 50–59. The County's population age 65 and older more than doubled between 2010 and 2020, and current projections indicate continued growth over the coming decade. This demographic change will increasingly affect demand for transportation, nutrition, health and wellness services, social connection, housing and supportive services, and other resources that help residents remain in the communities they call home as they age.

To prepare for the needs of this growing population, Summit County initiated a strategic planning process in 2026 to guide policy, program, partnership, and funding decisions in the short- and long-term.

On May 6, 2026, following a Request for Proposals (RFP) process, Summit County contracted with The Hill Group, Inc., a Pennsylvania-based consulting firm with experience in strategic planning for senior centers and services. At the July 29, 2026, Council meeting, staff introduced the firm to the Council and provided an update on the planning process.

Over the past five months, the planning process has included a demographic and environmental scan of the community; research and benchmarking

against 24 regional, resort-community, and national peer programs; site visits and conversations at all three senior centers; interviews with County and community leaders; community open houses and focus groups; engagement with Park City Municipal Corporation; and facilitated strategic planning and analysis. The resulting strategic plan is now presented to the County Council for consideration and approval.

Key Findings and Strategic Direction

The planning process confirmed that Summit County has a strong foundation on which to build. The County's three senior centers, meal programs, staff, boards, volunteers, community partnerships, and strong sense of connection among participants are highly valued and should be preserved. At the same time, the process identified several gaps and emerging needs that will require a stronger and more coordinated system as the County's older-adult population grows.

Among the most consistent findings were the need for improved transportation; a clearer "front door" to help older adults and their families find and navigate available services; expanded health, wellness, aging-in-place, caregiver, technology, and other supports; stronger outreach to isolated residents and those not currently connected to Senior Services; and sufficient professional capacity to support and coordinate these services.

A central principle emerging from the planning process is countywide consistency without local uniformity. The intent is to create a more coordinated countywide aging-services system while preserving the distinct identity of each senior center and tailoring services to the different needs, geography, and existing resources of North Summit, South Summit, and Park City/Snyderville Basin.

The strategic plan establishes the following four goals:

1. **Strengthen Senior Centers & Services** – Build a coordinated countywide network of welcoming, locally responsive senior centers and services.
2. **Promote Wellness & Connection** – Improve health, wellness, social connection, and quality of life through accessible nutrition and whole-person programs and services.

3. **Expand Mobility & Access** – Improve access to transportation, information, and services so older adults can fully participate in community life.
4. **Build Lasting Capacity** – Strengthen the staffing, partnerships, funding, data, and continuous-improvement systems needed to meet evolving needs.

The plan does not contemplate County government independently providing every service or addressing every identified need. Rather, the County will strengthen its core Senior Services functions while serving as a connector, convener, and catalyst, bringing together municipalities, healthcare providers, nonprofits, transportation and housing partners, volunteers, funders, businesses, and other community resources to address needs that extend beyond County government alone.

The strategic plan is intended to serve as the County's roadmap for Senior Services through 2031, guiding policy, budgeting, partnerships, program development, and future investment decisions.

Implementation and Fiscal Considerations

The strategic plan establishes policy direction and a framework for future decision-making; adoption of the plan does not authorize or commit funding for every strategy identified. Following adoption, staff will translate the strategic plan into phased operating plans with specific objectives, performance measures, implementation responsibilities, timelines, and anticipated resource needs. The plan itself recognizes that implementation will occur in phases and that not all activities can or should occur immediately or simultaneously.

Strategies requiring new County funding, staffing, contracts/agreements with third parties, capital investments, or other Council authorization will be brought forward through the annual budget process or separately for Council consideration, as appropriate. Staff will also pursue partnerships, grants, philanthropy, public-private partnerships, donated resources, and other opportunities to leverage County resources and support long-term financial sustainability, consistent with the strategic plan.

Conclusion

The Senior Services Strategic Plan provides a five-year framework for preparing Summit County for a significant demographic transition while preserving the services, relationships, local identity, and community involvement that residents value today. It also establishes a framework for strengthening the transportation, service navigation, coordination, partnerships, organizational capacity, and services necessary to respond to changing needs over time.

Staff recommends that the County Council adopt the Summit County Senior Services Strategic Plan 2027–2031 and direct staff to use the plan as the framework for developing phased implementation priorities, operating plans, and future budget recommendations.

Attachment:

1. Senior Services Strategic Plan (2027-2031): *Preparing Summit County for An Aging Future*

Senior Services Strategic Plan | 2027-2031

Preparing Summit County for An Aging Future

SUMMIT COUNTY UTAH

Mission

To help Summit County's older adults live healthy, connected, and fulfilling lives through inclusive services, trusted supports, and strong community partnerships.

Vision

Every older adult in Summit County can age with dignity, belonging, and well-being in the community they call home.

Values

Dignity — honoring individual worth, choices, and experiences
Belonging — creating connection, relationships, and community
Inclusion — removing barriers and serving diverse needs
Partnership — working together to extend impact
Responsiveness — adapting to changing needs and local priorities
Stewardship — using resources responsibly and planning for the future
Innovation — learning, testing, and evolving over time

With more than 10,000 Summit County residents already age 60 or older, aging well is a significant and growing countywide priority. **Four Goals** will guide Summit County Senior Services through 2031 and establish a shared agenda for responding to this changing population.

The plan does not assume that County government will independently provide every service or meet every need identified. Rather, **Summit County will serve as a connector, convener, and catalyst**: strengthening its own Senior Services capacity while bringing together partners, resources, and coordinated community action to address needs and close gaps over time.

1. Strengthen Senior Centers & Services

Build a coordinated countywide network of welcoming, locally responsive senior centers and services.

2. Promote Wellness & Connection

Improve health, wellness, social connection, and quality of life through accessible nutrition and whole-person programs and services.

3. Expand Mobility & Access

Improve access to transportation, information, and services so older adults can fully participate in community life.

4. Build Lasting Capacity

Strengthen the staffing, partnerships, funding, data, and continuous-improvement systems needed to meet evolving needs.



Preparing Summit County for an Aging Future

Summit County undertook its 2026 Senior Services strategic planning process at an important inflection point. The County already has much to build upon: three valued senior centers, strong meal programs, committed staff, highly engaged boards and volunteers, established regional partnerships, and seniors who describe the centers as important sources of friendship, connection, activity, and community. At the same time, demographic change, geographic realities, rising service expectations, and increasing pressure on a relatively small operating system make clear that the model that served the County in the past will not be sufficient for the decade ahead. The planning process was therefore designed to look beyond individual programs or facilities and ask a broader question: **What will Summit County need to help a growing and increasingly diverse population of older residents thrive in the communities and settings of their choice?**

A Planning Process Grounded in Research and Community Voice

The process combined significant quantitative research, best practice benchmarking, direct observation, stakeholder engagement, and facilitated strategic planning. A comprehensive pre-planning environmental scan examined Summit County's demographics and socioeconomic conditions; national trends in aging and senior services; 24 regional, resort-community, and national peer programs; the County's current service delivery system; and emerging issues involving facilities, transportation, housing, health, and long-term care. The benchmarking demonstrated that leading communities increasingly view senior centers and aging services as **core community infrastructure for healthy aging**, with strong programs extending well beyond recreation to encompass wellness, navigation, transportation, social connection, caregiver support, technology, and other services.

Research was paired with extensive engagement across the County. The project included site visits and conversations at all three senior centers; discussions with center staff, boards, and participants; interviews with County and community leaders; community open houses; focus groups with seniors in North Summit, South Summit, and Park City; a dedicated discussion with senior men; engagement with Park City Municipal Corporation; public outreach at community events; and interviews addressing demographic and behavioral health issues. Those findings were then brought into a Strategic Planning Committee process so that research and stakeholder opinions could be tested, interpreted, and translated into strategic choices rather than simply accepted as prescriptions. Across these different forms of inquiry, a remarkably consistent story emerged.

The Demographic Case for Action Is Compelling

Summit County is aging rapidly. **Approximately 10,500 residents are already age 60 or older, representing roughly one-quarter of the County's population**. Just as important, approximately 6,500 additional residents are currently ages 50–59, creating a substantial pipeline into the older adult population over the coming decade. This shift is already well underway: the County's population age 65+ more than doubled between 2010 and 2020. Looking ahead, current projections suggest **the 60+ population could exceed 12,500 by 2034**, with especially significant growth among residents age 75 and older.

This growth is occurring across a county of nearly **1,900 square miles**, with very different geographies and community conditions. Park City already has more than one in five residents age 65 or older, while communities including Peoa, Henefer, Coalville, Kamas, and Oakley are separated by significant distances from much of the County's health and service infrastructure. For East Side residents, reaching health care can require a 20–mile trip, and tertiary medical care generally requires travel to Salt Lake City.

The population is also far from homogeneous. More then **1,400 older residents live alone**, creating increased risk of isolation, while roughly **500 seniors live below the federal poverty line** in one of the highest-cost counties in the region. Many others may own valuable homes but live on

constrained retirement incomes. At the same time, the County includes a large and growing population of active younger retirees who expect fitness, recreation, education, social engagement, technology, travel, and opportunities for contribution, not simply traditional "senior" programming. These realities mean that a single service model, or a strategy confined to operating three buildings, cannot adequately respond to the County's aging future.

Strong Foundations Exist but the Current System Is Structurally Underbuilt

Stakeholders were clear about what should be preserved. **Meals are a major strength and an important gateway into the senior services system. Social connection is at the heart of what the centers provide. Staff, boards, and volunteers are deeply valued. Each center has a distinct local identity that residents do not want replaced by a standardized countywide program.**

The challenge is not that the existing system is unsuccessful. It is that the system is being asked to do substantially more than its current structure was designed to support.

The most consistent unmet need across virtually every engagement was **transportation**. Seniors described challenges reaching medical appointments, groceries and pharmacies, senior centers, cultural and recreational activities, and destinations across the County. The present system relies heavily on volunteers, advanced scheduling, and limited capacity. In North Summit in particular, a very small number of volunteers have carried much of the burden for long-distance and medical transportation. Stakeholders repeatedly called for a more reliable system incorporating paid driver capacity, better scheduling and coordination, recurring routes, door-to-door assistance where appropriate, and stronger integration with existing transit providers.

A second major finding was that seniors need **a clearer "front door" to services**. Participants across all three communities described uncertainty about what programs exist, who provides them, whom to call, and how to access assistance. Resource guides and newsletters remain important, but stakeholder input points toward something more active: navigation, referral, outreach, benefits and caregiver information, digital assistance, and a person or function capable of helping residents find the right service at the right time.

Stakeholders also consistently pushed beyond a narrow meals-and-activities definition of senior services. Desired services included health and fitness, home safety and maintenance assistance, wellness checks, caregiver support, technology help, outreach to isolated residents, transportation, intergenerational activity, housing and care navigation, and partnerships supporting people as their needs change. The strategic implication is important: **the centers remain essential anchors, but future services cannot be building-bound.**

One Countywide System Must Work Differently in Different Places

A clear design principle emerging from the work is **countywide consistency without local uniformity**. Park City faced extraordinary growth and facility pressure, growing to nearly 1,000 members in recent years. Park City Senior Citizens, Inc., a separate nonprofit, has worked tirelessly to hire staff, raise funds, and champion the development of a larger, modern, $15M Senior Center to be built in the next few years to offer a best-in-class experience for participants. South Summit is stable and highly valued as a close-knit community gathering place. Its priorities are more operational: transportation, scheduling, affordability of activities, clearer information, expanded health and fitness opportunities, and continued support for meals and social programming. North Summit faces pronounced rural access challenges and emerged as a natural place to strengthen transportation, home safety and maintenance assistance, wellness checks, outreach, practical supports, and aging-in-place services.

The resulting strategic logic is therefore not three separate systems and not three identical centers. It is **one coordinated countywide aging services system with services tailored to the needs, culture, geography, and existing assets of each community.**

The Strategic Plan Represents Capacity Building, Not Simply Program Expansion

Another consistent finding helps explain why new investment is required. Summit County's senior services system has benefited enormously from volunteers and community leadership, but stakeholders also described an operating model in which boards and volunteers increasingly perform functions that require dependable professional capacity. Transportation, scheduling, service research, communications, programming, outreach, navigation, and coordination cannot sustainably expand by simply asking existing volunteers and County staff to do more. As the discovery synthesis concluded, the objective should not be to replace volunteerism, but to **protect and leverage it by professionalizing the backbone around it.**

This is why proposed investments in staffing, transportation capacity, navigation, coordination systems and technology, programming capacity, outreach, and facilities should be understood as interconnected pieces of infrastructure rather than a collection of discretionary enhancements. Broader community efforts around housing, assisted living, memory care, and other levels of care will likewise require sustained coordination and partnership. The December 2024 closure of Elk Meadows left Summit County with **no licensed assisted-living or nursing facilities**, creating a significant gap between residents whose needs can be met through community-based supports and those who require higher levels of care.

The strategic plan that emerged from this process responds directly to these findings. It seeks to preserve the meals, relationships, local identity, and community ownership residents value while creating the stronger transportation, navigation, service availability, staffing, coordination, programming, facilities, and partnerships necessary for the future.

This is a shared community agenda, not a County-only service plan. Summit County cannot and is not expected to independently meet every need identified through this planning process. Its role is to provide and strengthen core Senior Services functions while serving as a connector, convener, and catalyst, bringing together municipalities, healthcare providers, nonprofits, transportation and housing partners, volunteers, funders, businesses, and other community resources to address needs that extend beyond County government alone.

The central case for action remains straightforward: Summit County is preparing for a major demographic transition that will affect transportation, health and wellness, housing, social connection, community infrastructure, and the ability of thousands of residents to remain in Summit County as they age.

The population is already growing; the geographic barriers already exist; and the limits of the current operating structure are already visible. Strategic County investment, combined with coordinated action by partners across the community, provides an opportunity to build deliberately, preserve what residents value, and create a more sustainable system for older adults across Summit County for decades to come.



Goal 1: Strengthen Senior Centers & Services

Senior centers and local services operate as a coordinated countywide network while remaining vibrant, welcoming, and responsive to the unique needs of each community.

Strategy 1.1 — Strengthen senior centers as community hubs. Invest in the staffing, accessibility, facilities, programming, and operating schedules needed for each center to function as an active, welcoming gathering place for older adults.

Strategy 1.2 — Balance countywide coordination with local flexibility. Increase coordination, shared planning, communications, and selected programming across the three centers while preserving each community's ability to shape services around local needs and identity.

Strategy 1.3 — Strengthen organizational and partnership structures supporting each center. Clarify staffing, governance, municipal, County, volunteer, and community partner roles and explore structures such as updated agreements or "Friends of" organizations that can strengthen local support.

Strategy 1.4 — Build sustainable center operations. Strengthen the long-term viability of the centers through sustainable funding, partnerships, volunteer engagement, and administrative and operational efficiencies.

Goal 2: Promote Wellness & Connection

Older adults experience improved health, wellness, social connection, and quality of life through accessible programs and services that support the whole person.

Strategy 2.1 — Expand nutrition services that improve health and reduce food insecurity. Grow a flexible continuum of nutrition supports, from congregate dining and delivered meals to take-home, café, breakfast, market, and partner-based models, responsive to unmet need and increasing demand.

Strategy 2.2 — Reduce social isolation by creating meaningful opportunities for connection. Create more ways for older adults to build relationships and stay engaged through welcoming social and recreational programming, transportation access, and expanded participation opportunities.

Strategy 2.3 — Promote whole-person health and wellness. Provide a broader mix of fitness, preventive health, behavioral health, lifelong-learning, safety, and wellness opportunities while tapping older adults themselves as instructors, mentors, and sources of expertise.

Strategy 2.4 — Provide programs responsive to diverse interests and needs. Offer flexible, culturally responsive, intergenerational, and interest-based programming shaped by regular participant input and the changing interests of Summit County's older adults.

Strategy 2.5 – Inform broader County efforts that affect aging well. Serve in a consultative role with the Summit County Housing Authority, County Health Department, and other partners by bringing forward older-adult needs and perspectives related to housing, healthcare, supportive services, and caregiver support.



Goal 3: Expand Mobility & Access

Older adults can easily access transportation, information, and services that enable full participation in community life.

Strategy 3.1 — Create a coordinated navigation system that makes services easy to find and access. Establish a trusted navigation function that helps older adults and families understand their options, connect with the right resources, and receive coordinated referral and follow-up through a "known front door" approach.

Strategy 3.2 — Increase awareness of available services and resources. Create a clear, current picture of available senior resources and communicate it consistently through a countywide directory, stronger outreach, and multiple channels appropriate to different communities and populations.

Strategy 3.3 — Improve transportation access throughout Summit County. Identify geographic, scheduling, and service gaps and encourage a more flexible transportation network drawing on public transit, paid services, volunteers, and community partnerships.

Strategy 3.4 — Reduce barriers that prevent participation. Make programs and services easier to use by considering affordability, language, culture, technology, accessibility, branding, and other barriers while intentionally reaching residents who may not currently be connected to Senior Services.

Goal 4: Build Lasting Capacity

Summit County maintains the organizational capacity, partnerships, funding, and continuous improvement systems needed to meet the evolving needs of older adults.

Strategy 4.1 — Build organizational capacity to support implementation. Align staffing, expertise, roles, organizational structure, and professional development with the scope of the strategic plan and the needs of a growing older adult population.

Strategy 4.2 — Strengthen long-term financial sustainability. Build a more diversified and forward-looking funding model that combines County resources with grants, philanthropy, public-private partnerships, donated resources, and multi-year financial planning.

Strategy 4.3 — Strengthen community partnerships. Build deeper, more intentional relationships with healthcare providers, municipalities, nonprofits, businesses, educational institutions, volunteers, and other partners that can extend Senior Services' reach and capacity.

Strategy 4.4 — Use data to drive decision-making and continuous improvement. Track outcomes, monitor changing needs, regularly gather participant and community feedback, and use performance information to refine programs, allocate resources, and measure strategic plan progress.

Strategy 4.5 — Foster innovation and long-term stewardship. Create an ongoing discipline of testing new approaches, learning from proven practices, reviewing progress, and adjusting priorities as Summit County's demographics, needs, and opportunities evolve.

This strategic plan will cascade into operating plans with objectives to measure performance and tactics to guide the regular work of the Summit County Senior Services team over the next five years. Implementation will occur in phases; not all activities can or should occur simultaneously.

SUMMIT COUNTY UTAH

Community Development Department
P.O. Box 128
60 North Main Street
Coalville, Utah 84017
summitcounty.org

STAFF REPORT

To: Summit County Council
From: Ray Milliner, Principal Planner
Date of Meeting: October 14, 2026
Type of Item: Code Amendment – Public Hearing, Possible Action
Process: Legislative Review
File: **26-117**

Proposal

The proposed amendments to the Snyderville Basin Development Code would:

- Clarify the procedures and authority for revoking land use approvals and permits within the County.
- Replace the County Council as the appellate body for appeals of Planning Commission, Community Development Director and County Manager decisions with the Administrative Law Judge (ALJ).

Issue

Recent state legislation requires appeals of specified land use decisions to be heard by an administrative law judge. The proposed amendment updates the Development Code to conform to that requirement.

The proposed amendment also establishes a clearer, more structured process for revoking land use approvals and permits. The process would include the following steps:

- The Community Development Director would provide written notice identifying the violations and allow the permit holder at least 10 days to cure them.
- If a significant risk to public health or safety exists, the County may issue an emergency stop-work order or request an expedited hearing before the ALJ.
- If the permit holder does not adequately respond or correct the violations, the ALJ would conduct a revocation hearing, make the required findings, and issue a written decision within 10 business days.

ANALYSIS

Criteria 1: The amendment shall be consistent with the goals, objectives, and policies of the general plan. **COMPLIES**

> **Analysis**: Chapter 2 of the Snyderville Basin General Plan promotes sustainable land use planning principles, predictable development standards, and clear land use administration. The proposed amendment is consistent with these objectives and policies by clarifying the procedures for revoking land use approvals and permits and by designating the Administrative Law Judge as the appeal authority and revocation hearing officer.

Criteria 2: The amendment shall not permit a use of land that is inconsistent with uses on nearby properties. **COMPLIES**

> **Analysis**: The proposed amendment does not authorize any new land use or change the uses allowed on nearby properties. It establishes procedures for revoking land use approvals and permits and assigns appeal and hearing authority to the Administrative Law Judge. Because the amendment is procedural, surrounding land use patterns and compatibility would remain unchanged.

Criteria 3: The amendment will not adversely affect the suitability of the properties subject to the amendment for the uses to which they are restricted. **COMPLIES**

> **Analysis**: The proposed amendment does not change the uses permitted on affected properties or reduce their suitability for those uses. It establishes procedures for revoking approvals or permits when violations occur and provides notice, an opportunity to cure, a hearing, required findings, and a written decision. These changes do not adversely affect property owners.

Criteria 4: The amendment will not remove existing restrictions in a manner that would unduly affect nearby property. **COMPLIES**

> **Analysis**: The proposed amendment does not remove existing land use restrictions in a manner that would unduly affect nearby property. It adds safeguards for revocation proceedings, including written notice, an opportunity to cure, a hearing before the Administrative Law Judge, required findings, and a written decision. These safeguards support consistent enforcement and protect affected property owners and neighboring properties.

Criteria 5: The amendment will not grant special favors or circumstances solely to one property owner or developer. **COMPLIES**

Analysis: The amendment applies to anyone who wants to appeal a land use decision. It does not grant a special benefit or unique procedure to any individual property owner or development proposal.

Criteria 6: The amendment will promote the public health, safety, and welfare more effectively than the existing regulations it is intended to change. **COMPLIES**

Analysis: The proposed amendment promotes public health, safety, and welfare by creating a clear process for addressing permit violations. Written notice and an opportunity to cure support due process, while emergency stop-work authority and expedited review address significant public health or safety risks.

RECOMMENDATION
Staff recommends that the Summit County Council conduct a public hearing, review the proposed language and adopt the proposed ordinance based on the findings of fact and conclusions of law written below.

Public Notice, Meetings and Comments

Notice of the County Council public hearing was published in the Park Record and all other notification platforms required by law. As of the date of this report, the County has received no public comments. The Snyderville Basin Planning Commission held a public hearing on August 11, 2026, reviewed the proposed language, and forwarded a positive recommendation to the County Council.

Findings of Fact:

1. The proposed amendment clarifies the procedures and authority for revoking land use approvals and permits and designates the Administrative Law Judge as the appeal authority for land use appeals and permit-revocation proceedings.
2. The Snyderville Basin General Plan supports clear, predictable, and orderly land use procedures and development standards.
3. The proposed amendment supports predictable land use administration by clearly identifying the procedures and decision-making authority for appeals and revocation proceedings.
4. The proposed amendment updates the Development Code to conform to state-law requirements governing the appeal authority for land use decisions.
5. The proposed amendment establishes a revocation process, designates the ALJ as the hearing officer, and identifies the findings required before an approval or permit may be revoked.
6. The Snyderville Basin Planning Commission held a public hearing on August 11, 2026, reviewed the proposed language, and forwarded a positive recommendation to the County Council.

7. Notice of the County Council public hearing was published in the Park Record and provided through the other notification platforms required by law.

Conclusions of Law

1. The proposed amendment is consistent with the Snyderville Basin General Plan because it establishes clearer, more predictable procedures for land use appeals and the revocation of approvals and permits while providing notice, an opportunity to cure, and impartial administrative review.
2. The proposed amendment satisfies the applicable approval criteria and may be adopted by the County Council, subject to any revisions made through the public-hearing and legislative-review process.

Exhibits

Exhibit A. Proposed Ordinance with Amended Language

SUMMIT COUNTY, UTAH
ORDINANCE NO. 1021
AMENDING SECTIONS 10-9-14: REVOCATION OF APPROVALS AND/OR PERMITS; 10-9-19: ENFORCEMENT; 10-9-20: VIOLATIONS AND PENALTIES; 10-9-22: APPEAL PROCEDURES; AND 10-11-1: DEFINITIONS OF THE SNYDERVILLE BASIN DEVELOPMENT CODE

PREAMBLE

WHEREAS the applicable section of the Snyderville Basin Development Code establishes the procedure for amending the Development Code, including review and recommendation by the Snyderville Basin Planning Commission and final action by the County Council; and

WHEREAS the Snyderville Basin General Plan supports clear, predictable, and orderly land use procedures; and

WHEREAS the County may amend its land use regulations to implement the General Plan and comply with applicable state law governing land use appeals and the revocation of approvals and permits; and

WHEREAS the Snyderville Basin Development Code currently designates the County Council as the appeal authority for certain land use decisions; and

WHEREAS applicable state law requires an Administrative Law Judge to serve as the appeal authority for those land use decisions; and

WHEREAS a clear revocation process will provide written notice and an opportunity to respond or cure, authorize emergency measures when a significant risk to public health or safety exists, require a hearing before the Administrative Law Judge when revocation is pursued, and provide for a written final decision and appeal; and

WHEREAS the proposed text amendment clarifies the procedures and authority for revoking land use approvals and permits and designates the Administrative Law Judge as the appeal authority for appeals from specified land use decisions and as the hearing officer for permit-revocation proceedings; and

WHEREAS the Snyderville Basin Planning Commission held a public hearing on August 11, 2026, regarding the proposed text amendment; and

WHEREAS on August 11, 2026, the Snyderville Basin Planning Commission forwarded a positive recommendation to the Summit County Council regarding the proposed text amendment; and

WHEREAS the Summit County Council held a public hearing on October 14, 2026, regarding the proposed text amendment.

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

Section 1. **SNYDERVILLE BASIN DEVELOPMENT CODE.** The Snyderville Basin Development Code is hereby amended as set forth in Exhibit A.

Section 2. **Effective Date.** This Ordinance shall take effect immediately after publication.

Enacted this ___ day of _____, 2026.

ATTEST:

_____
Malena Stevens
Summit County Clerk

APPROVED AS TO FORM

_____
David L. Thomas
Chief Civil Deputy

SUMMIT COUNTY COUNCIL

_____
Canice Harte
Chair

VOTING OF COUNTY COUNCIL:

Councilmember Mckenna _____

Councilmember Robinson _____

Councilmember Harte _____

Councilmember Armstrong _____

Councilmember Hanson _____

Exhibit A: Section to be amended

10-9-14: - REVOCATION OF APPROVALS AND/OR PERMITS:

A. Authority: An approval or permit may be reconsidered and revoked by the applicable final land use authority ~~county manager, county council, or CDD or designated planning staff member~~ in accordance with the procedures set forth herein if it is determined that the application, decision, approval or permit was based on materially inaccurate or incomplete information, or where the applicant is in violation of the issued permit or approval.

B. ~~Duties of CDD; Hearing~~: Written Notice and Opportunity Cure: Emergency Stop Work Order:

1. If the CDD determines, based on inspection by county staff, that there are reasonable grounds for revocation of ~~a development permit or approval~~ an approval or permit authorized by this title, the CDD ~~shall set a hearing before the county manager or county council~~ or designee shall provide written notice to the applicant setting forth:
    ~~a.~~ The facts related to the materially inaccurate or incomplete information; or
    ~~b.~~ The specific violations associated with the issued permit or approval.

    The written notice shall specify a reasonable period of time (not less than 10 calendar days) for the applicant to respond and/or cure the violation(s).

2. In addition to the requirements in section B1 above, if the CDD determines, subsequent to inspection by county staff, that there is a significant risk to public health or safety, the CDD may issue an Emergency Stop Work Order ("Emergency Order") and/or request an emergency ex parte hearing with the county's Administrative Law Judge ("ALJ") within seven (7) calendar days. If the CDD issued an Emergency Order, the ALJ shall either affirm or rescind the Order; if the CDD did not issue an Emergency Order, the ALJ may issue a stop work order and automatically halt continued operations pursuant to the approval or permit. Any stop work order issued under this section will remain in place until the revocation hearing provided for in subsection (C) below.

C. Possible Revocation Hearing: If the applicant fails to adequately answer the written notice or fails to cure the violations set forth in the written notice, the CDD or designee shall provide the applicant with at least seven (7) calendar days written notice of the proceeding to possibly revoke the permit or approval. The revocation hearing shall be heard by the county's ALJ. ~~Notice and Public Hearing: Reasonable notice of the proceeding to revoke the development permit or approval shall be given to the applicant.~~

D. Required Findings: After holding the possible revocation hearing the ALJ ~~The land use authority~~ may revoke the development permit or approval upon making one (1) or more of the following findings:

1. That the development permit or approval was issued on the basis of materially inaccurate or incomplete information ~~erroneous or misleading information or misrepresentation~~ provided by the applicant;

2. That the terms or conditions of approval of the permit relating to establishment or operation of the use approved have been violated or that other laws or regulations of the county, state, federal or regional agencies applicable to the development have been violated.

E. Written Decision ~~and~~ Notice: Within ten (10) ~~working~~ business days of the conclusion of the revocation hearing, ~~the land use authority~~ ALJ shall render a written decision, which shall be delivered to the applicant. ~~and shall notify the holder of the permit and any other person who has filed a written request for such notice in the manner provided herein~~. Issuance of the written decision constitutes final action and may be appealed as set forth in Section 10-9-22.

~~F.~~
~~Effect: A decision to revoke a development permit shall become final ten (10) days after the date notice of the decision was given.~~ After ~~such effective date~~, issuance of the written decision and if the ALJ revokes the permit or approval, all activities pursuant to such permit or approval thereafter shall be deemed in violation of this title.

~~G~~ F. Stay: If the decision of the ALJ is appealed, the appellant may request a stay of the written decision from the ALJ. The ALJ may not grant a stay of any revocation order where the ALJ makes specific findings detailing how ongoing operations could cause death, bodily harm, or irreparable public injury. The ALJ's decision on the stay may not be appealed.

G. Right Cumulative: The county's right to revoke a development permit or approval, as provided in this section, shall be cumulative to any other remedy allowed by law. ~~Where an applicant is in violation of his permit, the county may deem it a violation of this title and proceed under section 11-7-14 of this title.~~

10-9-19: - ENFORCEMENT:

A. Generally: This title may be enforced by the county by any appropriate means authorized by state law and county ordinances, including, but not limited to, injunctive relief, fines, withholding of building permits and revocation of approvals/permits.

B. Duties of CDD: It shall be the duty of the CDD or designated planning staff member to enforce these requirements and to bring to the attention of the attorney or his designated agent any violations of this title.

C. Final Subdivision Plat Required: No owner, or agent of the owner, of any parcel of the land shall transfer or sell any part of the parcel before a final plat of the subdivision has been approved by the county manager in accordance with the provisions of these regulations and filed with the county recorder. The subdivision of any lot or any parcel of land by the use of metes and bounds description for the purpose of sale, transfer, lease or development is prohibited.

D. Permit and Certificate Issuance: No building permit shall be issued for the construction of any building or structure located on a lot or plat subdivided or sold in violation of the provisions of this title, nor shall the county have any obligation to issue a certificate of occupancy or to extend utility services to any parcel created in violation of this title.

E. Civil Enforcement: Appropriate actions and proceedings may be taken in law or in equity to prevent any violation of this title, to prevent unlawful construction, to recover damages, to restrain, correct or abate a violation and to prevent illegal occupancy of buildings, structures or premises. These remedies shall be in addition to the penalties described above.

~~F. Stay Order: Notwithstanding any provision of this title to the contrary, in order to maintain the status quo pending the appeal of any decision hereunder or otherwise, the CDD or designated planning staff member may issue a stay order mandating that all development activities cease in accordance with the terms of the order. Said stay order may be appealed to the county council within five (5) days of the receipt thereof by an aggrieved person.~~

10-9-20: - VIOLATIONS AND PENALTIES:

A. Whenever under the provision of this title an act is prohibited or whenever under these regulations the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, each violation of any such provision of this title shall be a class C misdemeanor, subject to penalty as provided in section 1-4-1 of this code. Each day a violation of these regulations continues shall constitute a separate offense, unless otherwise prohibited.

B. The county attorney reserves the right to enforce this title using any of the remedies provided for in Utah Code Annotated, section 17-27-1002.

C. Businesses in violation of this title shall be subject to license revocation proceedings in accordance with the provisions of title 3, chapter 1 of this code. Such business shall also be subject to conditional use permit revocation proceedings in accordance with the provisions of the applicable development code. Where revocations occur, those businesses which are nonconforming under the current development code shall thereafter cease to be nonconforming uses within the county.

D. Sexually oriented business employees in violation of this title shall be subject to license revocation proceedings wherein a hearing by the county manager, or by an official whom the manager may designate, shall be afforded to the individual. The individual shall be given written notice of the violation and an opportunity to be heard before the county manager or designated hearing official.

E. It shall be unlawful to submit false or materially misleading information on or with a conditional use permit application for an adult/sex oriented facility or business or to fail to disclose or omit information for the purpose of obtaining said permit.

~~F. Prior to any permit or license revocation hearing, as provided for by the applicable development code, county business license ordinance, or this title, a stay of enforcement action shall be granted, pending the outcome of the hearing and subsequent appeals, upon written application to the county by the permit or license holder.~~

10-9-22: APPEAL PROCEDURES:

A. Standard Of Review: The appellate body shall act in a quasi judicial manner. Where the appellate body is the ALJ, the standard of review for an appeal is de novo, or anew. The appellate body shall review the factual matters and determine the correctness of the decision of the land use authority in its interpretation and application of the land use ordinances. Where the appellate body is the District Court, the underlying decision shall be presumed valid and only be overturned if it is arbitrary and capricious or illegal. Appeals to the District Court shall be taken by means of a Petition for Review, and are limited to the record.

B. Burden Of Proof: ~~The appellant has the burden of proving the decisions appealed was incorrect.~~

1. If the appellant is a land use Applicant, the appellant has the burden of proving that the land use authority's land use decision is illegal or is not supported by substantial evidence; or
2. If the appellant is an Adversely Affected Party, the appellant has the burden of proving that the land use authority's land use decision is illegal, or that the factual findings are clearly erroneous.

C. Appeals of administrative, Planning Commission, Administrative Law Judge, and County Council actions based on this Title shall occur as follows in the appeals chart:

Decision Maker	Action	Form of Appeal to	Appeal Period	Appellate Body	Comments

~~CDD~~ Director		Form to the ~~CDD~~ Director	10 days	~~County Council~~ Administrative Law Judge	If the appeal is for a decision regarding a building permit, the Issuance of the permit shall be stayed until action is taken
Planning Commission		Form to the ~~CDD~~ Director	10 days	County ~~County Council~~ Administrative Law Judge	~~If the appeal is for a decision regarding a CUP, the CUP shall be stayed until action is taken.~~ The Administrative Law Judge ~~has to~~ shall schedule the appeal within 30 days from the date of the appeal.
County Manager		Form to the ~~CDD~~ Director	10 Days	~~County Council~~ Administrative Law Judge	The Administrative Law Judge shall schedule the appeal within 30 days from the date of the appeal.
County Manager	Amendments to a road within a subdivision,	Court filing	30 days	District Court	In accordance with Utah Code as Amended Requests for stay shall be

	including road vacations				with the District Court
County Manager	Enforcement actions	Court filing	30 days	District Court	In accordance with Utah Code as Amended Requests for stay shall be with the District Court
County Council		Court filing	30 days	District Court	In accordance with Utah Code as Amended Requests for stay shall be with the District Court
Administrative Law Judge		Court filing	30 days	District Cout	In accordance with Utah Code as Amended Requests for stay shall be with the District Court

TO ADD TO THE DEFINITIONS SECTION UNDER 10-11-1

ADVERSELY AFFECTED PARTY: A person other than the Applicant who 1) owns real property adjoining the property that is the subject of an Application or land use decision or 2) will suffer a damage different in kind than, or an injury distinct from, that of the general community as a result of the land use decision.

Community Development Department
P.O. Box 128
60 North Main Street
Coalville, Utah 84017
summitcounty.org

STAFF REPORT

To:	Summit County Council
From:	Ray Milliner, County Planner
Date of Meeting:	October 14, 2026
Type of Item:	Code Amendment - Public Hearing, Possible Action
Process:	Legislative Review
File:	**26-117**

Proposal

The proposed amendments to the Eastern Summit County Development Code would:

- Clarify the procedures and authority for revoking land use approvals and permits within the County.
- Replace the County Council as the appellate body for appeals of Planning Commission, Community Development Director and County Manager decisions with the Administrative Law Judge (ALJ).

Issue

Recent state legislation requires appeals of land use decisions by the Community Development Director, Planning Commission and County Manager to be heard by an administrative law judge. The proposed amendment updates the Development Code to conform to that requirement.

The proposed amendment also establishes a more structured process for revoking land use approvals and permits. The process would operate as follows:

- The Community Development Director would provide written notice identifying the violations and allow the permit holder at least 10 days to correct them.
- If a significant risk to public health or safety exists, the County may issue an emergency stop-work order or seek an expedited hearing before the Administrative Law Judge (ALJ).
- If the permit holder does not adequately respond or correct the violations, the ALJ would conduct a revocation hearing, make the required findings, and issue a written decision within 10 business days.

Analysis

Section 11-5-3 of the Eastern Summit County Development Code establishes the process for text amendments to the Code. When an amendment is initiated, the Planning Commission reviews it and forwards a recommendation to the County Council. After a public hearing, the County Council may approve, approve with modifications, or deny the amendment.

The Eastern Summit County General Plan has specific goals related to future amendments.

Goal 2.1 states:

> "Develop land use codes which balance the diversity of desires of Eastern Summit County residents, including private property rights."

Goal 2.1.i states:

> "Create appropriate and predictable development procedures in the Development Code to ensure that all land use and development is adequately reviewed and determined to be consistent with the goals of this Plan before any approvals are granted."

The proposed amendment advances these General Plan goals by bringing the appeal process into conformance with current state law and assigning appeals to an ALJ rather than the County Council. It also establishes a clear and predictable process for revoking approvals and permits issued by an applicable land use authority. Defined notice, hearing, decision-making, and appeal procedures will provide greater procedural certainty for permit holders, affected parties, and the County and will reduce confusion in administering the Development Code.

RECOMMENDATION

Staff recommends that the Summit County Council hold a public hearing, receive public comment, and approve the attached ordinance based on the findings of fact and conclusions of law set forth below.

Public Notice, Meetings and Comments

The Eastern Summit County Planning Commission held a public hearing on August 6, 2026, and forwarded a positive recommendation to the County Council.

Notice of the application was published in the Park Record and provided through all other notification platforms required by law. As of the date of this report, the County has received no public comments.

Findings of Fact:

1. The proposed amendment clarifies the procedures and authority for revoking land use approvals and permits and designates the Administrative Law Judge as the appeal authority for land use appeals and permit-revocation proceedings.
2. Section 11-5-3 of the Eastern Summit County Development Code establishes the process for text amendments, including Planning Commission review and recommendation followed by County Council action after a public hearing.
3. Eastern Summit County General Plan Goal 2.1 calls for land use codes that balance the diverse desires of Eastern Summit County residents, including private property rights.
4. Eastern Summit County General Plan Goal 2.1.i calls for appropriate and predictable development procedures that ensure land use and development proposals are adequately reviewed for consistency with the General Plan before approval.
5. The proposed amendment updates the Development Code to conform to state-law requirements governing the appeal authority for land use decisions.
6. The proposed amendment establishes a revocation process, designates the ALJ as the hearing officer, and identifies the findings required before an approval or permit may be revoked.
7. The Eastern Summit County Planning Commission held a public hearing on August 6, 2026, and forwarded a positive recommendation to the County Council.
8. Notice was published in the Park Record and provided through the other required notification platforms.

Conclusions of Law

1. The proposed amendment is consistent with Eastern Summit County General Plan Goals 2.1 and 2.1.i because it balances private-property interests with the County's regulatory responsibilities and establishes clearer, more predictable development procedures.
2. The proposed amendment establishes clear procedures for revocation proceedings and land use appeals and may be approved by the County Council, subject to any revisions made through the public-hearing and legislative-review process.

Exhibits

Exhibit A. Proposed Ordinance with Amended Language

SUMMIT COUNTY, UTAH
ORDINANCE NO. 1022
AMENDING SECTIONS 11-6-11: REVOCATION OF APPROVALS AND/OR PERMITS, 11-7-13: ENFORCEMENT, 11-7-14: VIOLATIONS AND PENALTIES, 11-7-16: APPEAL PROCEDURES AND APPENDIX A: DEFINITIONS OF THE EASTERN SUMMIT COUNTY DEVELOPMENT CODE

PREAMBLE

WHEREAS Section 11-5-3 of the Eastern Summit County Development Code establishes the procedure for amending the Development Code, including review and recommendation by the Planning Commission and final action by the County Council; and

WHEREAS the Eastern Summit County General Plan supports clear, predictable, and orderly land use procedures; and

WHEREAS the County may amend its land use regulations to implement the General Plan and comply with applicable state law governing land use appeals and the revocation of approvals and permits; and

WHEREAS the Eastern Summit County Development Code currently designates the County Council as the appeal authority for certain land use decisions; and

WHEREAS applicable state law requires an Administrative Law Judge to serve as the appeal authority for those land use decisions; and

WHEREAS a clear revocation process will provide written notice and an opportunity to respond or cure, authorize emergency measures when a significant risk to public health or safety exists, require a hearing before the Administrative Law Judge when revocation is pursued, and provide for a written final decision and appeal; and

WHEREAS the proposed text amendment clarifies the procedures and authority for revoking land use approvals and permits and designates the Administrative Law Judge as the appeal authority for appeals from specified land use decisions and as the hearing officer for permit-revocation proceedings; and

WHEREAS the Eastern Summit County Planning Commission held a public hearing on August 6, 2026, regarding the proposed text amendment; and

WHEREAS on August 6, 2026, the Eastern Summit County Planning Commission forwarded a recommendation to the Summit County Council regarding the proposed text amendment; and

WHEREAS the Summit County Council held a public hearing on October 14, 2026, regarding the proposed text amendment.

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

Section 1. **EASTERN SUMMIT COUNTY DEVELOPMENT CODE** The Eastern Summit County Development Code is hereby amended as set forth in Exhibit A.

Section 2. **Effective Date.** This Ordinance shall take effect immediately after publication.

Enacted this ___ day of _____, 2026.

ATTEST:

_____
Malena Stevens
Summit County Clerk

APPROVED AS TO FORM

_____
David L. Thomas
Chief Civil Deputy

SUMMIT COUNTY COUNCIL

_____
Canice Harte
Chair

VOTING OF COUNTY COUNCIL:

Councilmember Mckenna	_____
Councilmember Robinson	_____
Councilmember Harte	_____
Councilmember Armstrong	_____
Councilmember Hanson	_____

Exhibit A: Section to be amended

11-6-11: - REVOCATION OF APPROVALS AND/OR PERMITS:

A. Authority: An approval or permit may be reconsidered and revoked by the applicable final land use authority that ~~granted the permit~~ in accordance with the procedures set forth herein if it is determined that the application, decision, approval or permit was based on materially inaccurate or incomplete information, or where the applicant is in violation of the issued permit or approval.

B. ~~Duties of CDD; Hearing~~ Written Notice and Opportunity Cure: Emergency Stop Work Order:

1. If the CDD determines, based on inspection by county staff, that there are reasonable grounds for revocation of an ~~development permit approval~~ approval or permit authorized by this title, the CDD ~~shall set a hearing before the land use authority that granted the permit~~ or designee, shall provide written notice to the applicant setting forth:
    a. The facts related to the materially inaccurate or incomplete information; or
    b. The specific violations associated with the issued permit or approval

    The written notice shall specify a reasonable period of time (not less than 10 calendar days) for the applicant to respond and/or cure the violation(s).

2. In addition to the requirements in section B1 above, if the CDD determines, subsequent to inspection by county staff, that there is a significant risk to public health or safety, the CDD may issue an Emergency Stop Work Order ("Emergency Order") and/or request an emergency ex parte hearing with the county's Administrative Law Judge ("ALJ") within seven (7) calendar days. If the CDD issued an Emergency Order, the ALJ shall either affirm or rescind the Order: if the CCD did not issue an Emergency Order, the ALJ may issue a stop work order and automatically halt continued operations pursuant to the approval or permit. Any stop work order issued under this section will remain in place until the revocation hearing provided for in subsection (C) below.

C. Possible Revocation Hearing: If the applicant fails to adequately answer the written notice or fails to cure the violations set forth in the written notice, the CDD or designee shall provide the applicant with at least seven (7) calendar days written notice of the proceeding to possibly revoke the permit or approval. The revocation hearing shall be heard by the ALJ. ~~Notice and Public Hearing: Reasonable notice of the proceeding to revoke the development permit or approval shall be given to the applicant.~~

D. Required Findings: After holding the possible revocation hearing the ALJ ~~The land use authority~~ may revoke the development permit or approval upon making one (1) or more of the following findings:

1. That the development permit or approval was issued on the basis of materially inaccurate or incomplete information ~~erroneous or misleading information or misrepresentation~~ provided by the applicant;

2. That the terms or conditions of approval of the permit relating to establishment or operation of the use approved have been violated or that other laws or regulations of the county, state, federal or regional agencies applicable to the development have been violated.

E. Written Decision ~~and~~ Notice: Within ten (10) ~~working~~ business days of the conclusion of the revocation hearing, ~~the land use authority~~ ALJ shall render a written decision, which shall be delivered to the applicant. ~~and shall notify the holder of the permit and any other person who has filed a written request for such notice in the manner provided herein~~. Issuance of the written decision constitutes final action and may be appealed as set forth in Section 11-7-16.

~~F.~~
~~Effect: A decision to revoke a development permit shall become final ten (10) days after the date notice of the decision was given.~~ After ~~such effective date~~, issuance of the written decision and if the ALJ revokes the permit or approval, all activities pursuant to such permit or approval thereafter shall be deemed in violation of this title.

~~G~~ F. Stay: If the decision of the ALJ is appealed, the appellant may request a stay of the written decision from the ALJ. The ALJ may not grant a stay of any revocation order where the ALJ makes specific findings detailing how ongoing operations could cause death, bodily harm, or irreparable public injury. The ALJ's decision on the stay may not be appealed.

G. Right Cumulative: The county's right to revoke a development permit or approval, as provided in this section, shall be cumulative to any other remedy allowed by law. ~~Where an applicant is in violation of his permit, the county may deem it a violation of this title and proceed under section 11-7-14 of this title.~~

11-7-13: - ENFORCEMENT:

A. Generally: This title may be enforced by the county by any appropriate means authorized by state law and county ordinances, including, but not limited to, injunctive relief, fines, withholding of building permits and revocation of approvals/permits.

B. Duties of CDD: It shall be the duty of the CDD or designated planning staff member to enforce these requirements and to bring to the attention of the county attorney or his designated agent any violations of this title.

C. Civil Enforcement: Appropriate actions and proceedings may be taken in law or in equity to prevent any violation of this title, to prevent unlawful construction, to recover damages, to restrain, correct or abate a violation and to prevent illegal occupancy of buildings, structures or premises. These remedies shall be in addition to the penalties described above.

~~D. Stay Order: Notwithstanding any provision of this title to the contrary, in order to maintain the status quo pending the appeal of any decision hereunder or otherwise, the CDD or designated planning staff member may issue a stay order mandating that all development activities cease in accordance with the terms of the order. Said stay order may be appealed to the county council within five (5) days of the receipt thereof by an aggrieved person.~~

11-7-14: - VIOLATIONS AND PENALTIES:

A. Whenever under the provision of this title an act is prohibited or whenever under these regulations the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, each violation of any such provision of this title shall be a class C misdemeanor, subject to penalty as provided in section 1-4-1 of this code. Each day a violation of these regulations continues shall constitute a separate offense, unless otherwise prohibited.

B. The county attorney reserves the right to enforce this title using any of the remedies provided for in Utah Code Annotated section ~~17-27a-802~~.

C. Businesses in violation of this title shall be subject to license revocation proceedings in accordance with the provisions of title 3, chapter 1 of this code. Such business shall also be subject to conditional use permit revocation proceedings in accordance with the provisions of the applicable development code. Where revocations occur, those businesses which are legal nonconforming under the current development code shall thereafter cease to be legal nonconforming uses within the county.

D. Sexually oriented business employees in violation of this title shall be subject to license revocation proceedings. A hearing shall be afforded to the individual by the county manager, or by an official whom the manager may designate. The individual shall be given written notice of the violation and an opportunity to be heard before the county manager or designated hearing official.

E. It shall be unlawful to submit false or materially misleading information on or with a conditional use permit application for an adult/sex oriented facility or business or to fail to disclose or omit information for the purpose of obtaining said permit.

~~F. Prior to any permit or license revocation hearing, as provided for by the applicable development code, county business license ordinance [1], or this title, a stay of enforcement action shall be granted, pending the outcome of the hearing and subsequent appeals, upon written application to the county by the permit or license holder.~~

11-7-16: APPEAL PROCEDURES:

A. Standard Of Review: The appellate body shall act in a quasi judicial manner. Where the appellate body is the ALJ, the standard of review for an appeal is de novo, or anew. The appellate body shall review the factual matters and determine the correctness of the decision of the land use authority in its interpretation and application of the land use ordinances. Where the appellate body is the District Court, the underlying decision shall be presumed valid and only be overturned if it is arbitrary and capricious or illegal. Appeals to the District Court shall be taken by means of a Petition for Review, and are limited to the record.

B. Burden Of Proof: ~~The appellant has the burden of proving the decisions appealed was incorrect.~~

1. If the appellant is a land use Applicant, the appellant has the burden of proving that the land use authority's land use decision is illegal or is not supported by substantial evidence; or
2. If the appellant is an Adversely Affected Party, the appellant has the burden of proving that the land use authority's land use decision is illegal, or that the factual findings are clearly erroneous.

C. Appeals of administrative, Planning Commission, Administrative Law Judge, and County Council actions based on this Title shall occur as follows in the appeals chart:

Decision Maker	**Action**	**Form of Appeal to**	**Appeal Period**	**Appellate Body**	**Comments**
~~CDD~~ Director		Form to the ~~CDD~~ Director	10 days	~~County Council~~ Administrative Law Judge	If the appeal is for a decision regarding a building permit, the Issuance of the permit shall be stayed until

					action is taken
Planning Commission		Form to the ~~CDD~~ Director	10 days	County ~~County Council~~ Administrative Law Judge	~~If the appeal is for a decision regarding a CUP, the CUP shall be stayed until action is taken.~~ The Administrative Law Judge ~~has to~~ shall schedule the appeal within 30 days from the date of the appeal.
County Manager		Form to the ~~CDD~~ Director	10 Days	~~County Council~~ Administrative Law Judge	The Administrative Law Judge shall schedule the appeal within 30 days from the date of the appeal.
County Manager	Amendments to a road within a subdivision, including road vacations	Court filing	30 days	District Court	In accordance with Utah Code as Amended Requests for stay shall be with the District Court
County Manager	Enforcement actions	Court filing	30 days	District Court	In accordance with Utah Code as Amended Requests for stay shall be with the District Court
County Council		Court filing	30 days	District Court	In accordance with Utah Code as Amended

					Requests for stay shall be with the District Court
Administrative Law Judge		Court filing	30 days	District Cout	In accordance with Utah Code as Amended Requests for stay shall be with the District Court

TO ADD TO THE DEFINITIONS SECTION UNDER APPENDIX A

ADVERSELY AFFECTED PARTY: A person other than the Applicant who 1) owns real property adjoining the property that is the subject of an Application or land use decision or 2) will suffer a damage different in kind than, or an injury distinct from, that of the general community as a result of the land use decision.