

WHEN RECORDED RETURN TO:
Helen Strachan, Deputy County Attorney
Summit County Courthouse
60 N Main St
Coalville, UT 84107

ENTRY NO. 01226231

10/15/2024 09:25:26 AM B: 2835 P: 1404

Amendment PAGE 1/10

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 40.00 BY HELEN STRACHAN



Parcel Numbers: See Exhibit A

Second Amended and Restated

Promontory Specially Planned Area (“SPA”) Employee Housing Plan

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

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

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

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

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

E. On or about June 22, 2022, the Developer and the County entered into the Amended and Restated Employee Housing Plan to modify the number of units and bedrooms based on their understanding of the demand for employee housing, studios and one bedrooms being in greater need than larger apartments. At Developer’s request, it was agreed by the Parties that a minimum of thirty-seven (37) Employee Housing Units consisting of eighty-two (82) bedrooms and a maximum of forty-nine (49) Employee

Housing Units consisting of up to eighty-five (85) bedrooms would allow Developer flexibility in design, ensure compliance with the Development Agreement, and limit residential density.

F. This Second Amended and Restated Plan is meant to replace in its entirety the original Employee Housing Plan, the First Amendment, and the Amended and Restated Employee Housing Plan.

Approval of this Plan is deemed to be in compliance with all Development Agreement requirements and where there is a conflict between the provisions of this Plan and the Development Agreements, this Plan shall control and shall be deemed an administrative amendment to the Development Agreements. Where this Plan is silent as to a specific issue or is ambiguous as to its reading, the provisions of the Development Agreements shall control. Developer shall construct the remaining Employee Housing Units as follows in accordance with the requirements of Development Agreement, but do so in a manner which permits the Developer to comply with any Affordable Housing Loan Requirements which permit financing of the project, including all applicable tax Laws and non-discrimination Laws during operation of any projects associated with the required Employee Housing Units¹:

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

¹ Including, but not limited to the Fair Housing Act (42 U.S.C. §3601, et. seq. and applicable regulations) as the same may be amended from time to time (collectively referred to as the "Compliance Obligations"); (ii) compliance with provisions of the Internal Revenue Code (such as, but not limited to Low Income Housing Tax Credit provisions, 26 U.S.C. §42, et. seq.) and similar income tax provisions of the State of Utah, as applicable, including all rules and regulations applicable thereto, as the same may be amended from time to time (collectively referred to as the "Tax Laws"); and (iii), compliance with those laws that preclude any form of discrimination on the basis of race, color, religion, age, sex, sexual preference, national origin, familial status, source of income or disability, and such related programs involving Low Income Housing Tax Credits, HUD Multi-Family Funding programs, Fannie Mae Affordable Housing programs and other state or federal programs design to provide financing for affordable housing. projects

<p>Employee Housing Units Requirements and Reasonable time schedule that correlates to construction of employment generators</p>	<p>a. Employee Housing Unit and Bedroom Mix. To meet the requirement of the Development Agreement and provide flexibility in design and future modifications, Developer may provide up to forty-nine (49) Employee Housing Units consisting of up to eighty-five (85) bedrooms but must, at minimum, provide thirty-seven (37) Employee Housing Units consisting of eighty-two (82) bedrooms. The Developer's requests for any additional employee housing density beyond the maximum set forth herein may be approved as a substantial amendment to the Development Agreement.</p> <p>b. Timing. As of the Effective Date of this Plan, Developer has completed nine (9) Employee Housing units. Developer must complete at least thirty-seven (37) Employee Housing Units consisting of at least eight-two (82) bedrooms by April 5, 2026.</p> <p>Force Majeure. If the Developer (including any subsequent owner of the Employee Housing Units) is delayed by any cause beyond Developer's control Developer shall be entitled to an equitable extension of time. Examples of causes beyond the Developer's control include, but are not limited to, the following: acts or omissions of the County or the contractor, shipping delays not reasonably foreseeable; labor disputes not involving the Seller; general labor disputes impacting the project; fire; terrorism, epidemics, adverse governmental actions, unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated; encountering Hazardous Materials; concealed or unknown conditions; delay authorized by the County. Developer shall notify the County of any basis for equitable extensions of time if they arise over the course of the project.</p>
--	--

Specific Plan Elements (DA 4.8.4.1.3; 4.8.4.2)

<p>Construction and ownership of the Employee Housing Units</p>	<p>Developer may self-perform or may enter into land sale agreements with others, including one or more not-for-profit entities (with the consent of the County, which consent shall not be unreasonably withheld), on mutually acceptable terms providing for the construction of Employee Housing Units and other housing units, which may include market rate units. Employee Housing Units may be owned by the not-for-profit or other entities and made available for rental or sale to qualified employees in accordance with the standards described below. Those units constituting Employee Housing Units shall be designated in writing by the Developer or other owner or operator of such housing. Developer reserves the right to have some of the Employee Housing Units constructed, owned, and/or managed by owners or tenants of commercial properties in order to better align Developer's employee housing to the needs of Promontory SPA employment generators. Any subsequent owner of the Employee Housing Units, or any part of them, shall assume the employee housing obligations of the Developer in the Development Agreement and this Employee Housing Plan, according to the number of Employee Housing Units transferred by Developer to the subsequent owner pursuant to Article 8 of the Development Agreement, and the Developer shall then be released of the same after completion of the Units and recordation of the deed restrictions.</p>
---	--

Deed restrictions on use; rules and regulations regarding occupancy	Deed restrictions shall be executed and recorded against all Employee Housing Units. The form of the deed restriction shall be approved by the County Deed Restrictions have already been executed and recorded against the existing Employee Housing Units (Entry No. 1138263, Book 2588; Page 1130; Entry No. 1201180 (Book 2272; Page 1464), in the Office of the Summit County Recorder). Deed restrictions will require occupancy by households meeting the employment and income qualifications and priorities described herein. Except under circumstances where there is an unanticipated short term need to temporary housing, leases shall be for a period of not less than ninety (90) days and up to one (1) year to avoid the occupancy of the Employee Housing Units as nightly rentals. Leases shall include an obligation to vacate the Employee Housing Units at the end of an annual lease if the occupant no longer meets employment qualifications or household income exceeds 100% AMI (based on a 4 person household regardless of actual family size).
Maintenance obligations and maintenance funding	Maintenance and maintenance funding obligations shall be retained by the owners of the Employee Housing Units, subject to such maintenance obligations as are customarily imposed on tenants in residential leases.
Monitoring	To the extent that some or all of the Employee Housing Units are rental units, the Developer or third-party operator shall provide to the County a digital file of its monthly rent roll in a format generally as depicted in <u>Attachment A</u> , approximately twice annually.
Periodic Review	The County, the Developer and/or any successor and transferee of the Developer's employee housing obligations pursuant to Article 8 of the Development Agreement shall review this Plan at least once every three (3) years.
Affordable rent targets	<p>Employee Housing Units may consist of dormitory space, studio, one, two, and three bedroom units. Employee Housing Units will be deed-restricted to be priced for rental rates, including utilities, equal to 30% of the gross monthly income of a one-person household (studio units), two-person household (one bedroom units), three-person household (two-bedroom units) or four-person household (three-bedroom units) earning 50%, 60%, 70% or 80% of Summit County Area Median Income ("AMI") (as amended annually by the Department of Housing and Urban Development and published by the Utah Housing Corporation). A dormitory unit may be priced for rental rates under the preceding sentence as .8 of a one-person household under any of the AMI levels. The specific income percentage and rental target applicable to an Employee Housing Unit will be established in writing by its owner or operator before occupancy of the Employee Housing Unit. Subject to complying with the employment and occupancy priorities specified herein, an Employee Housing Unit may be rented to any household, regardless of household size, with household gross annual income at or less than the percentage of Summit County AMI designated for such unit.</p> <p>Developer shall receive credit as follows: Credit for one (1) Employee Housing Unit and the number of each Employee Housing Units' associated bedrooms constructed for each studio,</p>

	<p>one-bedroom, two-bedroom or three-bedroom unit occupied and deed restricted as employee housing.</p> <p>Credit for one (1) Employee Housing Unit and one (1) bedroom for each two (2) dormitory units occupied and deed restricted as employee housing.</p>
Employee Housing Unit sizes	<p>Employee Housing Unit sizes will be determined by the Developer or housing owner according to the following minimum sizes:</p> <ul style="list-style-type: none"> • Dormitory Unit: 275 square feet. • Studio Unit: 400 square feet. • One Bedroom Unit: 650 square feet. • Two Bedroom Unit: 900 square feet. • Three Bedroom Unit: 1,150 square feet.
Quality of construction	<p>Employee Housing Units will be constructed to condominium, multifamily, townhome or dormitory construction standards as set forth in the International Building Code adopted by the State of Utah. The Developer or owner will comply with any exterior architectural guidelines, landscaping requirements, and requirements of any applicable design review process, as approved by the Parties.</p>
General layout	<p>The configuration, size and mix of the Employee Housing Units in condominium, multifamily, townhome or dormitory structures will be determined by the Developer or owner in accordance with the unit sizes set forth in this Plan and as approved by the County as part of the subdivision plat and final site plan approval process.</p>
Occupancy Priorities (DA 4.8.4.1.4)	
Priority for employees working within the Promontory SPA	<p>Except in the event of conflict with state or federal non-discrimination laws and laws related to affordable housing financing and programs 1) The first priority for occupancy of the Employee Housing Units will be for households meeting AMI gross income requirements that include at least one (1) person employed full time (30 or more hours) in the Promontory SPA. 2) The second priority will be for other households meeting AMI gross income requirements that include at least one (1) part-time worker (less than 30 hours) employed within the Promontory SPA.</p>
Lower priorities will be established to assure that employee units are reserved for employees working full time in Summit County if not filled by households with higher priorities.	<p>Except in the event of conflict with state or federal non-discrimination laws and laws related to affordable housing financing and programs, lower priorities after households with full-time or part-time employees within the Promontory SPA (priorities 1 and 2 are listed above) will include households meeting AMI gross income requirements with at least one full-time worker: 3) employed as a teacher, public safety officer, fire fighter or other public employee serving in unincorporated Summit County; 4) employed within the Eastern Summit County Planning District boundaries; 5) employed in unincorporated Snyderville Basin; and 6) employed elsewhere in Summit County.</p>

Signature Pages to Follow

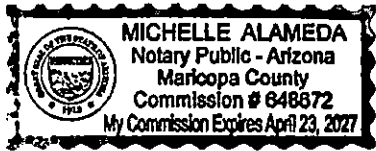
SOUTH POINT UTAH DEVELOPMENT, LLC

[Signature]
F. Francis Najafi, Authorized Agent

STATE OF ARIZONA)
 :ss.
COUNTY OF MARICOPA)

On the 30th day of September 2024, personally appeared before me, F. Francis Najafi, who being by me duly sworn, did say that he is the authorized agent for Star Point Property, LLC, an Arizona limited liability company, and that said instrument was signed on behalf of said company by authority of its Management and he acknowledged to me that said company executed the same.

Michelle Alameda
Notary Public
Residing in Phoenix, AZ
My Commission expires on: April 23, 2027



PROMONTORY DEVELOPMENT, LLC

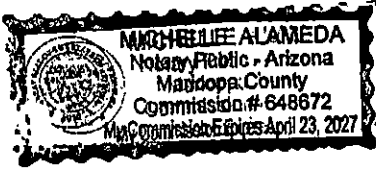
[Signature]
F. Francis Najafi, Authorized Agent

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

STATE OF ARIZONA)
 :ss.
COUNTY OF MARICOPA)

On the 30th day of September 2024, personally appeared before me, F. Francis Najafi, who being by me duly sworn, did say that he is the authorized agent for Promontory Development, LLC, an Arizona limited liability company, and that said instrument was signed on behalf of said company by authority of its Management and he acknowledged to me that said company executed the same.

Michelle Alameda
Notary Public
Residing in Phoenix, AZ
My Commission expires on: April 23, 2027



SUMMIT COUNTY

By: Shayne Scott
Shayne Scott, County Manager

Notary Acknowledgment

STATE OF UTAH:)
)
COUNTY OF SUMMIT)

On this 14th day of November 2024, this Second Amended and Restate Promontory Specially Planned Area Employee Housing Plan was acknowledged before me by Shayne Scott, County Manager of Summit County.



[Signature]
Notary Public

APPROVED AS TO FORM:

Helen Strachan
Helen E. Strachan, Deputy County Attorney

Attachment A (Monthly Rent Roll Format)

Name of Tenant	Unit No.	No. Bedrooms	Maximum Permitted Rent	Actual Rent	Lease Term	Name of Employer	Location	Lease Expiration	Actual Income	Income Limit (AMI)

EXHIBIT A

Legal Description of Employee Housing Units inside Promontory Equestrian Center

WEST UNIT:

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

Beginning at a point which is South 89°36'59" East 1,789.88 feet along the northerly line of said Section 23 and South 00°23'01" West 1,241.97 feet from the Northwest Corner of Section 23, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and also a point which is West 378.12 feet and South 437.86 feet from the Northwest boundary corner of The Palisades Subdivision Plat, on file and of record in the office of the Summit County Recorder Entry No. 745607, and running thence South 11°26'30" West 15.50 feet; thence South 78°33'30" East 8.50 feet; thence South 11°26'30" West 14.50 feet; thence North 78°33'30" West 25.00 feet; thence South 11°26'30" West 7.00 feet; thence North 78°33'30" West 10.00 feet; thence North 11°26'30" East 22.00 feet; thence South 78°33'30" East 10.50 feet; thence North 11°26'30" East 15.00 feet; thence South 78°33'30" East 16.00 feet to the Point of Beginning.

Containing 831 square feet or 0.02 acres, more or less.

Basis of Bearing

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

This parcel is contained within Parcel SS-51-C

EAST UNIT:

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

Beginning at a point which is South 89°36'59" East 1,891.94 feet along the northerly line of said Section 23 and South 00°23'01" West 1,261.92 feet from the Northwest Corner of Section 23, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and also a point which is West 276.19 feet and South 458.49 feet from the Northwest boundary corner of The Palisades Subdivision Plat, on file and of record in the office of the Summit County Recorder Entry No. 745607, and running thence South 11°26'30" West 15.00 feet; thence South 78°33'30" East 10.50 feet; thence South 11°26'30" West 22.00 feet; thence North 78°33'30" West 10.00 feet; thence North 11°26'30" East 7.00 feet; thence North 78°33'30" West 25.00 feet; thence North 11°26'30" East 14.50 feet; thence South 78°33'30" East 8.50 feet; thence North 11°26'30" East 15.50 feet; thence South 78°33'30" East 16.00 feet to the Point of Beginning.

Containing 831 square feet or 0.02 acres, more or less.

Basis of Bearing

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

This parcel is contained within Parcel SS-51-C

Exhibit A
Legal Description of Employee Housing Units Parcel A

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

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

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

Basis of Bearing

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

This parcel is contained within Parcel SS-51-C

Lot 1, LIBERTY RANCH AT STAR POINT, according to the official plat thereof, as recorded July 9, 2024 as Entry No. 1222337 in Book 2824 at Page 1907 in the office of the Summit County Recorder, State of Utah.

LRASP-1