

REGULATION NO. 2025-05

A REGULATION REVISING AND REPLACING REGULATION No. 2022-3

WHEREAS, Summit County Service Area #3 (the “Service Area”) is a Utah Special District, existing under and by virtue of the provisions of the Service Area Act, Section 17B-2a-901, et seq. of the Utah Code; and

WHEREAS, Section 2-27-1 of the Summit County Code authorizes the Service Area to operate and maintain the roads, trails, and other public rights-of-way located within the Silver Creek Estates Subdivision (the “Subdivision”), including snow removal; and

WHEREAS, the Board desires to revise and replace Regulation #2022-3 with updates that reflect the growth of the Subdivision as well as new legislation applicable to the Service Area and the rights-of-way that are subject to the Service Area’s jurisdiction; and

WHEREAS, the Board finds that it is in the best interests of the Service Area and its residents to repeal Regulation No. 2022-3, and replace it with the attached, revised Regulation, which includes updated provisions for the rights-of-way, construction and other activities.

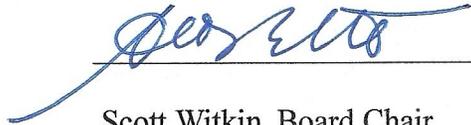
NOW, THEREFORE, be it **RESOLVED** by the Board of Trustees of the Summit County Service Area #3 that effective immediately:

1. That Regulation 2022-3 and any other related road regulations are repealed in their entirety and replaced with the Regulation attached as Exhibit A; and
2. The Service Area’s staff is directed to prepare, revise, and send any notices, releases, form letters, applications, or other documents the adopted, attached Regulation may require.

[Executions on the following page]

ADOPTED AND APPROVED by majority vote at a duly called meeting of the Board of Trustees of Summit County Service Area #3 on this 3rd day of September, 2025.

SUMMIT COUNTY SERVICE AREA NO. 3



Scott Witkin, Board Chair

ATTEST:



Karri Taix, Board Clerk

VOTING

Trustee John Ball	voting	Yay
Trustee Jon "Otto" Blum	voting	Yay
Trustee David Olson	voting	Yay
Trustee Rick Parisi	voting	Yay
Trustee Derek Price	voting	Yay
Trustee Karri Taix	voting	Absent
Trustee Scott Witkin	voting	Yay

REGULATION #2025-05

SUMMIT COUNTY SERVICE AREA #3 PUBLIC RIGHTS-OF-WAY REGULATIONS

SECTION 1.0 Definitions.

- 1.1 Board. The Service Area's Board of Trustees.
- 1.2 Construction Activity: Any activity that involves:
 - 1.2.1.2 The construction of a new building or structure.
 - 1.2.1.3 The demolition or removal of one (1) or more walls of an existing structure; and/or
 - 1.2.1.4 An addition to an existing structure.
 - 1.2.1.5 For the purposes of this Section, the term "structure" shall mean a structure greater than two hundred (200) square feet.
- 1.3 County. Summit County, Utah.
- 1.4 Fee Schedule. The Fee Schedule adopted by the Service Area pursuant to Resolution No. 2025-03.
- 1.5 Completion Bond. A bond to guarantee the performance and completion of a Construction Activity.
- 1.6 Construction Plans. The construction plans, drawings, and specifications, including but not limited to plan views, cross-section views, profile views, and typical views showing the existing conditions and the proposed improvements.
- 1.7 Development Agreement. An agreement with the Service Area for large scale developments that addresses required measures for the protection of Service Area Rights-of-Way and associated Service Area water or Rights-of-Way facilities. The term "Development Agreement" under this Regulation is not related to land use and shall not be construed to include any requirements or rights under the Utah Land Use, Development, and Management Act.
- 1.8 Driveway. Any private road or other entrance to private property that connects with a public road or right-of-way that is subject to the Service Area's jurisdiction.
- 1.9 Emergency. Any situation that requires immediate remedial action to protect public safety or health, or to prevent injury, the loss of life, or damage to property, or the environment.

1.10 Encroachment(s). Any structure, driveway, road, parking lot, fixture, excavation, tree, shrub, motor vehicle, trailer, dumpster, debris, gravel, dirt, or any other item or action that intrudes upon, invades, encloses, blocks, or otherwise hinders the public's ability to freely use a right-of-way within the Subdivision without the authorization of the Service Area or other applicable authority.

1.11 Encroachment Agreement. An agreement with the Service Area for an Encroachment, which shall be customized to the type of Encroachment and include rights, duties, protections, and responsibilities regarding the Encroachment for the Service Area and the party with the Encroachment.

1.12 Entity. Any person, firm, public utility, or corporation that places an encroachment within a right-of-way.

1.13 Excavation Activity. A project that will place, make, enlarge, or change any excavation; re-grade existing contours; or import fill material that requires the use of roads or other public rights-of-way that are subject to the Service Area's jurisdiction.

1.14 Four-Wheel Drive. Four-wheel and all-wheel drive automobiles and light trucks mounted M+S (all-season) or 3 peak mountain snowflake (3PMSF) snow tires on all wheels.

1.15 General Manager. The Service Area's General Manager. The General Manager may select a designee to act on the General Manager's behalf.

1.16 Grading Activity. The manipulation of a land surface to create a desired slope.

1.17 Meter Inspection. An inspection by the Service Area of water meters for compliance with Service Area Regulations.

1.18 Permit Application. The application required by the Service Area that contains information required to evaluate the issuance of a Permit.

1.19 Permit. A certificate or document of approval issued by the Service Area for a Construction Activity or other regulated activity.

1.20 Property Owner. An owner of real property within the Subdivision.

1.21 Road Construction. Any activity that involves any type of construction, excavation, road cut, paving, re-paving, grading, re-grading, widening, or any other modification to a public road or right-of-way subject to the Service Area's jurisdiction.

1.22 Roads Manager. The Service Area's Roads Manager.

1.23 Service Area. Summit County Service Area #3.

1.24 Service Area Rights-of-Way. All roads, highways, thoroughfares, parkways, or trails subject to the Service Area's jurisdiction.

1.25 Service Area Regulations. All policies, resolutions, rules, fees, and regulations adopted by the Board.

1.26 Subdivision. The Silver Creek Estates Subdivision.

1.27 Tire Chain. Metal chains which consist of two circular metal loops, one on each side of the tire, connected by not less than nine evenly spaced chains across the tire tread and any other traction devices differing from such metal chains in construction, material, or design but capable of providing traction equal to or exceeding that of such metal chains under similar conditions.

1.28 Traction Devices. Devices that improve the traction of tires on icy or snowy roads by placing high friction objects between the tires and the road. Examples include tire chains, tire studs, and other devices similar in function.

1.29 Traction Device Equipped. A vehicle equipped as follows.

1.29.1 Any size vehicle with traction devices on all drive tires. An exception is allowed in the case of dual tires, where traction devices are required for at least one of the two tires in the dual mounting.

1.29.2 On a vehicle less than 12000 GVW equipped with 3 Peak Mountain Snowflake (3PMSF) snow tires on all wheels will be considered traction device equipped.

1.29.3 Any size vehicle equipped with four-wheel drive and tires having adequate tread.

1.24 Water Usage Evaluation. An evaluation by the Service Area of the amount of water used by a Property Owner or within an area of the Subdivision.

1.25 Winter Weather Conditions. The accumulation of snow, ice, or slush on Service Area Rights-of-Way that create poor travel conditions.

SECTION 2.0 Authority

The Service Area promulgates this Regulation pursuant to Utah Code Ann. § 17B-1-103, Utah Code Ann. § 17B-2a-901, et seq., and Section 2-27-1, et seq. of the Summit County Code, and any other applicable law, ordinance, regulation, or successor statute.

SECTION 3.0 Service Area Road Maintenance

This Regulation shall apply to all subdivisions, planned unit developments, and other developments where the Service Area provides road maintenance services.

SECTION 4.0 Fee Schedule

All fees and amounts required by the Service Area are hereby imposed as set forth in the Service Area Fee Schedule.

SECTION 5.0 Service Area Rights-of-Way

The Service Area shall exercise jurisdiction over all rights-of-way subject to its jurisdiction to the extent allowed under the provisions of the Service Area Act, Utah Code Ann. § 17B-2a-901, et seq. or successor statute, all applicable regulations of the County, and any other applicable laws or regulations.

5.1 Rights-of-Way Subject to Service Area Jurisdiction.

The rights-of-way subject to the Service Area's jurisdiction include:

5.1.1 All current and future public roads, highways, thoroughfares, parkways, or trails within the Subdivision as platted and approved by the County;

5.1.2 All roads, highways, thoroughfares, parkways, or trails built during and subsequent to the original development of the Subdivision and dedicated to public use, even if they were built in a different location than originally platted and approved by the County; and

5.1.3 All other roads, highways, thoroughfares, parkways, or trails dedicated to public use, including, but not limited to, those dedicated or abandoned to public use pursuant to Utah Code Ann. § 72-5-104 or applicable successor statute.

5.2 Damage, Injury, or Impairment of Service Area Rights-of-Way

Any damage, injury, or impairment to Service Area Rights-of Way is strictly prohibited. Any Property Owner, or agent, contractor, subcontractor, invitee, or assign of the Property Owner, who damages a road, drainage system, trail, or any other public right-of-way or facility subject to the Service Area's jurisdiction will repair the damage at the Property Owner's sole cost and expense. The Property Owner will make the repairs within twenty one (21) days, weather permitting, of the date damage was incurred or the date of completion of a project or activity authorized pursuant to this Regulation if the damage was contemplated and anticipated as part of the authorized project or activity. The Property Owner may be required to make the repairs immediately if the Service Area determines that the damages present risks to the safety of persons or property.

5.2.1 Approved Contractor. All repairs must be performed by a contractor with the qualifications under Section 7.15 and approved by the General Manager after consultation with the Roads Manager.

5.2.2 Notice. If the Property Owner does not repair the damage within the timeframes set forth in 5.2 of this Regulation, the Service Area will notify the Property Owner in accordance with Section 8.0 of this Regulation concerning the requirement to complete the repairs and set forth a reasonable period of time for which the repairs shall be completed. The Property Owner may appeal the Service Area's determinations under this Section 5.2 in accordance with Section 12.0 of this Regulation.

5.2.3 Compliance. Any Property Owner who fails to comply with this Section after receipt of the notice set forth in 5.2.2 of this Regulation will be deemed to have granted authority to the Service Area to take whatever action is appropriate, including legal action and repairs to the road(s), trails, and drainage system(s). The Property Owner agrees to pay all costs and fees incurred by the Service Area in making any necessary repairs and enforcing this Section 5.2.3, including reasonable attorney's fees incurred in collecting the amount due.

5.3 Blockage of Service Area Rights-of-Way

Blocking any Service Area Rights-of-Way, in any manner, or with any object, vehicles or otherwise, is strictly prohibited unless allowed pursuant to a Permit issued by the Service Area. If a motor vehicle is blocking any part of Service Area Rights-of-Way and the Service Area must remove it or cause it to be removed, the motor vehicle owner shall be responsible for all Service Area fees in the Fee Schedule and any other costs associated with the removal of the vehicle. The Service Area shall not be liable in any way, shape, or form for any damages to the motor vehicle that result from the removal of a motor vehicle from any part of the Service Area Rights-of-Way. The Service Area shall provide the owner of the motor vehicle with a written notice of fees and costs incurred for the removal as well as due dates for payment within forty-five (45) days from the date of removal. Within thirty (30) days of receipt of the written notice, the owner of the motor vehicle may appeal the written notice to the General Manager. The General Manager will issue a written decision on the appeal within thirty (30) days of receipt of the appeal. The General Manager's written decision may be appealed in accordance with Section 12.0 of this Regulation.

5.4 Track Out Damage

Tracking out or discarding of mud, rocks, fill materials, refuse, or any other substances in Service Area Rights-of-Way (herein "Track Out Damage") is strictly prohibited and must be immediately remedied. If the Track Out Damage is not immediately remedied, the Service Area shall impose the applicable fees in the Fee Schedule as well as any and all costs incurred by the Service Area associated with damage to the Service Area Rights-of-Way and clean up of the Track Out Damage. The Service Area shall provide written notice of fees and costs incurred for the Track Out Damage in accordance with Section 8.0 of this Regulation. Within thirty (30) days of receipt of the written notice, the Property Owner may appeal the written notice to the General

Manager. The General Manager will issue a written decision on the appeal within thirty (30) days of receipt of the appeal. The General Manager's written decision may be appealed in accordance with Section 12.0 of this Regulation.

5.5 Unauthorized Encroachments on Rights-of-Way Prohibited

Any and all Encroachments on Service Area Rights-of-Way are prohibited, except as otherwise provided herein.

5.5.1 Emergency Exception. A temporary Encroachment on a Service Area Right-of-Way is permissible in an emergency, provided that the Entity making the Encroachment must remove the Encroachment as soon as is reasonably possible and notify the Service Area's Roads Manager at the earliest possible time regarding the encroachment and the emergency that necessitated the encroachment.

5.5.2 Encroachment Agreement. An Encroachment Agreement is required for certain Construction Activity under Section 7.0 of this Regulation.

5.5.3 Encroachment Improvements. The Service Area shall not be responsible for any items or improvements, including landscaping, located within the Service Area Rights-of-Way. Property Owners who install structures, landscaping, or improvements that encroach within the Service Area Rights-of-Way do so at their own risk and the Service Area will not be responsible for any damage to these improvements that may result from normal maintenance activities. Any damage caused by the placement of structures, landscaping, or improvements within Service Area Rights-of-Way will be the responsibility of the Property Owner.

5.5.4 Encroachment Enforcement.

- (1) Report to General Manager. If the Roads Manager determines that an encroachment exists after performing the investigation, the Roads Manager will report the encroachment to the General Manager.
- (2) Notice to Entity Responsible for Encroachment. Upon receiving notice from the Roads Manager of an encroachment, the General Manager will send a written Notice of Encroachment to the Property Owner or Entity believed to be responsible for the encroachment. The General Manager does not need approval from the Board to send the Notice of Encroachment. The Notice of Encroachment must include the following information:
 - (a) The time and date when the encroachment was identified;
 - (b) The location of the encroachment;
 - (c) A description of the encroachment, including photographs where possible;

- (d) The Property Owner or Entity reasonably believed to be responsible for the encroachment;
 - (e) An explanation of why the Service Area believes an encroachment exists;
 - (f) Response options for the Property Owner or Entity believed to be responsible for the encroachment as described in Section (3) below;
 - (g) Contact information and instructions for the Property Owner or Entity to use in contacting the General Manager regarding the Notice of Encroachment;
 - (h) A notification that a copy of the Notice of Encroachment has also been sent to the applicable officials with the County's Public Works and Engineering Departments and the County Attorney's Office; and
 - (i) An explanation that the Service Area will recommend enforcement procedures from the County, if the Property Owner or Entity fails to respond to the Notice of Encroachment or fails to provide a valid objection to the Notice of Encroachment within the specified time period.
- (3) Response to Notice of Encroachment. A Property Owner or Entity that receives a Notice of Encroachment will be given the following options in responding to the Notice of Encroachment:
- (a) Remove the encroachment and provide evidence to the General Manager that the encroachment has been removed within seven (7) days of receipt of the Notice of Encroachment;
 - (b) Inform the General Manager of the steps and associated timeline that the Entity will take to remove the encroachment; or
 - (c) Object to the Notice of Encroachment with supporting information and documentation on one or more of the following grounds:
 - (d) The encroachment is justified, either through an emergency or other similar necessity;
 - (e) There is no encroachment;
 - (f) The Property Owner or Entity that received the Notice of Encroachment is not responsible for the encroachment; or
 - (g) Any other legal reason that justifies the encroachment.

- (4) Timely Response. The Property Owner or Entity that receives the Notice of Encroachment must deliver a written response to the General Manager within seven (7) days of the date the Notice of Encroachment was sent.
- (5) Notice of Encroachment Records. The General Manager will maintain records of every Notice of Encroachment the General Manager sends to a Property Owner or Entity and any responses received to each Notice of Encroachment.
- (6) General Manager's Duty to Notify Board of Violations. If the General Manager determines that a Property Owner or Entity reasonably believed to be responsible for an encroachment: (i) did not respond to the Notice of Encroachment within 14 days; (ii) did not provide satisfactory evidence that the encroachment would be removed or failed to remove the encroachment within the time frame the responsible Entity provided to the General Manager; or (iii) did not provide a valid objection to the Notice of Encroachment, the General Manager will notify the Board of the encroachment.
- (7) Final Decision Maker. The Board, in consultation with the General Manager or General Manager's designee, is the final decision maker in determining whether to request enforcement from the County.
- (8) Written Request to the County. If the Board decides to request enforcement from the County, the enforcement shall be requested in writing with all applicable documentation so that the County may thereafter take over the matter.
- (9) Notice to Property Owner or Entity Responsible for Encroachment. In conjunction with, or within a reasonable amount of time after the written request for enforcement to the County is sent, the General Manager will send a letter to the Property Owner or Entity responsible for the encroachment, informing the Property Owner or Entity that the matter has been turned over to the County.
- (10) County Responsibilities for Encroachments. The County owns the roads within the Service Area and is responsible for maintaining the roads and removing encroachments on the roads pursuant to Section 7-6-1, et seq. of the County Code. This regulation does not prohibit the County from patrolling the roads or undertaking enforcement actions within the Service Area separate and apart from the procedures established by this Regulation.
- (11) Site Visit Fees. Fees for site visits and/or inspections provided by the Service Area under this Section 5 are set forth in the Fee Schedule and shall be paid by the Property Owner or Entity upon receipt of written notice from the Service Area.

SECTION 6.0 Permits Generally

6.1 Service Area Permits are valid for 180 days from the date of issuance and may be renewed for an additional 90 days prior to expiration.

6.2 All Permits must include all applicable plans, including designs, specifications, schedules, and any other information reasonably requested by the Service Area related to the activity.

6.3 A Permit for Construction Activity may include more than one Construction Activity.

6.4 Permits for new construction or remodeling may require a Water Usage Evaluation and Meter Inspection as determined by the General Manager or the General Manager's designee.

6.5 Permits may be revoked by the Service Area for any permit application misrepresentation, any violation of Service Area Regulations, or if the County Permit expires or is otherwise revoked or invalid. Revoked Permit fees are nonrefundable.

6.6 When a deposit or bond is required a Permit, the Property Owner must notify the Service Area when the Construction Activity is completed and request a refund in writing, identifying the lot number, permit, the Property Owner's name and address, the reasons supporting the request for refund, the date construction started and ended, the Service Area Inspection dates, and any other applicable information. The Property Owner must submit the refund request to the General Manager within thirty (30) calendar days of completion of the Construction Activity.

6.7 Permits shall not be issued to the applicant if: the applicant has unresolved or pending violations under any Service Area Regulations, the permit application is incomplete or illegible, or if the fees and other applicable amounts in the Fee Schedule are not paid in full.

6.8 Permits shall not be issued to the applicant if the activity requested thereunder violates any Regulation under the Service Area or any rule, regulation, or requirement of any other governing Entity with jurisdiction over the Construction Activity, or any other applicable law.

6.9 As a condition of each Permit issued by the Service Area, the Property Owner agrees to reimburse all documented costs and fees incurred by the Service Area, if any, for enforcing the Property Owner's compliance with this Regulation, including reasonable attorney's fees incurred in collecting the amount due.

6.10 Permit Process. Any party or entity seeking a Service Area Permit shall apply to the Service Area as follows:

6.10.01 Complete a Service Area Permit Application for the applicable activity as set forth in this Regulation.

6.10.02 Submit all plans, designs, specifications, and information requested by the Service Area with the Service Area Permit Application.

6.10.03 Service Area staff shall review the Service Area Permit Application and the information submitted with the Service Area Permit Application to verify that the foregoing comply with all Service Area Regulations. Service Area staff shall also verify that the applicant does not have any current or pending violations under Service Area Regulations.

6.10.04 Service Area staff shall either approve the Service Area Permit Application and issue the Permit or deny the Service Area Permit Application. If the Service Area Permit Application is denied, Service Area staff shall provide a letter to the applicant identifying reasons for the denial. Applicant shall have the right to appeal the decision of the Service Area staff under Section 12.0 of this Regulation.

6.11 All contractors, subcontractors, or other persons or entities performing Construction Activities within the Service Area must meet the qualifications under Section 7.15 of this Regulation.

SECTION 7.0 Construction Activity Within Service Area

7.1 Permits Required.

Any Construction Activity within the Service Area requires the issuance of Service Area Permits in accordance with Section 6 of this Regulation and any other applicable permits from governing entities with jurisdiction over the Service Area. Permitting exemptions from other governing entities with jurisdiction over the Service Area are not applicable to the Service Area under this Section 7.1. Construction Activity includes all uses, including, but not limited to, residential, non-residential, commercial, and agricultural. Construction Activities performed under Emergency conditions to prevent imminent loss of life or damage to significant property shall not require permits.

7.2 Road Protection Deposit Required.

Except for Construction Activity that requires a completion bond, all Construction Activity in the Service Area requires a Road Protection Deposit. The Service Area shall hold the Road Protection Deposit until completion of the Construction Activity. Upon completion of the Construction Activity, the Service Area shall refund the Road Protection Deposit provided that the Construction Activity complies with Service Area Regulations and has not resulted in any damage, injury, or impairment to Service Area Rights-of-Way. In the event of a foregoing noncompliance or Service Area Rights-of-Way damage, injury, or impairment, the Service Area shall deduct from the Road Damage Deposit the appropriate amounts to repair, restore, correct, or otherwise cure the defect or defects. The Service Area shall issue an itemized statement to the owner of the Road Protection Deposit of all amounts deducted. Nothing in this Section shall be interpreted to prevent the Service Area from pursuing the collection of additional monetary damages in the event that the cost to repair, restore, correct, or otherwise cure the defect or defects exceeds the amount of the Road Protection Deposit.

7.3 Water Usage Evaluation and Meter Inspection.

All Construction Activity that involves new construction or remodeling may require a Water Usage Evaluation and Meter Inspection as determined by the General Manager or the General Manager's designee.

7.4 Encroachment Agreement.

An Encroachment Agreement is required for the following Construction Activities: Road Construction, Driveway/Culvert Construction, and Second Driveway Encroachment. An Encroachment Agreement may be required, as determined by the General Manager or the General Manager's designee, for any Construction Activity that involves Encroachment as defined herein this Regulation.

7.5 Road Closure.

Construction Activity that requires a temporary road closure, in whole or in part, must be approved by the Service Area for issuance of a Service Area Permit. The Service Area shall impose requirements regarding safety, timing of closures, and notices to the Service Area.

7.6 Utility Construction.

Utility construction is a Construction Activity related to the installation or construction of utilities within the Service Area Rights-of-Way, including, but not limited to: gas lines, power lines, telecommunication lines, and all equipment and facilities associated therewith required to provide service.

7.6.1 Relocation of Service Area Water Lines. Relocation of Service Area Water Lines is a Construction Activity for which a Service Area Relocation Agreement is required. All costs associated with the relocation of Service Area water lines shall be paid by the applicant or requestor of the relocation.

7.7 Driveway Construction/Culverts.

The construction or reconstruction of a driveway, second driveway, additional driveways, or parking lot are Construction Activities and require completion and warranty bonds for issuance of a Service Area Permit. A minimum width of twelve (12) feet shall be required for all driveways. Driveways shall be constructed in accordance with the Service Area Roads Standards set forth in Section 7.16. If the Roads Standards can not be reasonably applied, the General Manager, or his designee, shall establish specifications for the driveway construction. All driveways shall be constructed using a culvert at each surface drainage feature which will extend two (2) feet on either side of the driveway. Each culvert will have a diameter of not less than eighteen (18) inches, unless written authorization for either a smaller culvert or no culvert is obtained from the Service Area. Drainage areas of the Service Area may require larger culverts. Each culvert shall be aligned in the drainage feature to receive and discharge flows at the appropriate location so as not to block drainage. Each driveway shall have a gutter depression parallel to the road drainage not less than two (2) inches above and not more than six (6) inches below the road shoulder elevation to provide drainage from the driveway to the drainage feature.

7.7.1 Second Driveway Encroachments/Additional Driveways. Second Driveways and additional driveways require the payment of an additional fee for Service Area Rights-of-Way Encroachment as set forth in the Fee Schedule and may require the execution of an Encroachment Agreement if the impact of the encroachment is significant, as determined by the General Manager or the General Manager's designee.

7.7.2 Applicability. This Section 7.7 applies to all driveways and culverts within the Service Area. Driveways and culverts built prior to the enactment of this Section 7.7 that do not comply with the requirements of this Section 7.7 shall be required to comply with this Section 7.7 when the General Manager or the General Manager's designee chooses to upgrade the road and drainage system adjacent to the noncompliant driveway and/or culvert. In the event of the foregoing upgrade, the Service Area shall provide written notice to the Property Owner of the road and drainage system upgrade. The Property Owner shall bring the driveway and/or culvert into compliance with this Section within ninety (90) days of receipt of the written notice of the upgrade.

7.8 Excavation Activity.

Excavation Activity is a Construction Activity and requires completion and warranty bonds for issuance of a Service Area Permit.

7.9 Grading Activity.

Grading Activity is a Construction Activity and may require an Encroachment Agreement, as determined by the General Manager or the General Manager's designee.

7.9 Asphalt Cuts.

Any Construction Activity that requires cutting the improved roads of Service Area Rights-of-Way requires a Service Area Permit. Asphalt Cut Permit fees pursuant to the Fee Schedule may be adjusted by the General Manager, under the following conditions:

7.9.1 The Asphalt Cuts are incorporated into a Service Area Permit for a separate Construction Activity and the repair of and/or damage to the Rights-of-Way is addressed by the requirement of bonds or other security; and

7.9.2 The Construction Activity provides a public benefit to the Service Area and strict enforcement of the Asphalt Cut fees under the Fee Schedule would be too financially prohibitive for the Construction Activity to be completed.

7.10 Cut and Fill.

Cut and Fill involves the process of soil or rock removal from higher areas and adding that material to lower areas to level the grade of an area. Cut and Fill is a Construction Activity and the fees are calculated per 100 cubic yards pursuant to the Fee Schedule.

7.11 Road Construction.

Road Construction is a Construction Activity and requires completion and warranty bonds for issuance of a Service Area Permit. Road construction must be completed on or before October 31. In the case of untimely completion of the Road Construction, the Service Area may withdraw and retain a lump sum fine of ten percent (10%) of the estimated cost of the Road Construction and an additional \$100.00 per day from the bond until completion of the Road Construction. All appropriate measures, as determined by the General Manager, or his designee, shall be taken to ensure the Service Area Right-of-Way is passable by vehicle during the winter months.

7.12 Inspections/Site Visits.

All Construction Activities require a minimum of two Service Area inspections, with additional inspections as necessary based on the nature of the Construction Activity. The Service Area shall, at a minimum, make an inspection prior to commencement of the Construction Activity and document conditions, and make another inspection at the completion of the Construction Activity and document conditions. Fees for inspections/site visits are set forth in the Fee Schedule and shall be paid with the Service Area Permit Application.

7.13 Completion/Warranty Bonds.

When required under this Section, a completion bond in an amount equal to the cost of the Construction Activity, or as otherwise set forth in Fee Schedule or determined by the Service Area after evaluation, shall be provided to the Service Area in a form approved by the Service Area. The completion bond may be with a surety company licensed to do business in the State of Utah, an irrevocable letter of credit with a financial institution that is FDIC insured, or a cashier's check made payable to the Service Area. The completion bond shall be returned upon completion of the Construction Activity provided that the Construction Activity complies with all Service Area Regulations. If the completed Construction Activity is in violation of Service Area Regulations or is otherwise incomplete, the Service Area may use the bond funds to correct the violation or complete the Construction Activity. The Service Area may also require a warranty bond for the completed Construction Activity if such activity involves improvements dedicated to, and accepted by, the Service Area. The warranty bond amount shall be 10% of the cost of the Construction Activity or dedicated improvement and shall be held by the Service Area for a period of 1 year. The Service Area may use warranty bond funds to correct any violation of Service Area Regulations or otherwise correct, repair, or restore the Construction Activity or dedicated improvement. The Service Area shall deliver an itemized statement of costs to the bond issuer and responsible party for any funds used by the Service Area, which shall include (i) the permit number and location of the Construction Activity; (ii) reason for draw; (iii) amount and basis of draw amount; and (d) statement that additional draws may be necessary for reasons as stated therein.

7.15 Professional Standards for Construction Activity Contractors.

All contractors, subcontractors, or entities employing the same, that provide services in the Service Area must be licensed, insured, and bonded in accordance with the Utah Division of

Occupational and Professional Licensing. All licenses and entity registrations must be in good standing. The General Manager, or the General Manager's designee, may request additional information related to experience and qualifications prior to approval.

7.16 Roads Standards. All Service Area Road Construction shall meet the requirements of the County. The General Manager, or the General Manger's designee, may require additional specifications if conditions warrant as determined by the General Manager or designee.

7.17 Development/Encroachment Agreements. A Construction Activity involving the new construction or remodel of greater than ten thousand (10,000) square feet requires a Service Area Agreement addressing the protection of Service Area Rights-of-Way.

SECTION 8.0 Written Notice of Violations/Liens

Failure to comply with any provision of this Regulation constitutes a violation. Fees for violations of this Regulation are set forth in the Fee Schedule. The Service Area shall issue notices for violations in accordance with the Fee Schedule and as follows:

8.1 The Notice of Violation shall be issued to the Property Owner of record at the address of record with the County and via email, if the Service Area has a valid email address for the Property Owner on file;

8.2 The date and description of the violation or violations shall be stated in the Notice of Violation.

8.3 A description of how to remedy the violation or otherwise come into compliance with the Regulation shall be set forth in the Notice of Violation as well as the required timeframe for compliance.

8.4 All fees and costs incurred by the Service Area, including those fees and costs set forth in the Fee Schedule, shall be contained in the Notice of Violation as well as the required timeframe for payment. Unpaid fees and costs may result in the imposition of a Lien and additional fees associated with the Service Area's costs of imposing the Lien as set forth in the Fee Schedule.

8.5 The Notice of Violation shall describe the process for appeal.

SECTION 9.0 Transfers of Service

Any property conveyance within the jurisdiction of the Service Area, by sale or lease, requires Service Area authorization to transfer service to the new responsible party. The new responsible party, or "Buyer" as set forth in the Fee Schedule, must complete each of the following to complete a transfer of service:

9.1 A Service Area Site Visit, as set forth in the Fee Schedule, shall be required for each transfer of service to review compliance with Service Area Regulations.

9.2 The new Property Owner, or “Buyer,” as set forth in the Fee Schedule must pay all applicable fees, complete a New Account Form, and review, sign, and submit a Welcome To The Summit County Service Area #3 Form.

SECTION 10.0 Vehicle Traction Device Equipment

When Winter Weather Conditions warrant or during specified times of the year, as determined by the Service Area, the Service Area may designate Service Area Rights-of-Way or sections of Service Area Rights-of-Way where no vehicle is allowed or permitted unless the vehicle is Traction Device Equipped. The Service Area will notify travelers when vehicles must be Traction Device Equipped by placing signs or notices on the road or segments of road where vehicles are required to be Traction Device Equipped.

SECTION 11.0 Snow and Snow Plow Violations

Any deposit, haul, push, blow, or otherwise depositing of snow onto Service Area Rights-of-Way in a manner that impedes the reasonable flow of traffic is prohibited. Violations of this Section 11.0 shall be issued in accordance with Section 8.0 of this Regulation.

SECTION 12.0 Appeals.

Any person or Entity may appeal any Notice of Violation, fee, deposit, Lien, or other requirement imposed under this Regulation by sending a written notice to the General Manager within thirty (30) days of the Service Area action that states the basis of the appeal and the relief requested. Any decision by the General Manager may be appealed to the Board or its designated hearing officer within thirty (30) days of the General Manager’s decision. A decision by the Board or its designated hearing officer under this Regulation will constitute the final action of the Service Area on the matter in question.

SECTION 13.0 Late Fees/Administrative Fees.

The Board may adopt late fees and other administrative fees to cover Service Area costs and assist in the payment of monies due to the Service Area under this Regulation.

SECTION 14.0 Savings Clause.

If any section, subsection, sentence, clause, or phrase of this Regulation is for any reason held to be invalid by a court of law, such determination will not affect the validity of the remaining portions of this Regulation, which shall remain binding and enforceable.

SECTION 15.0 Waiver

Nothing in this regulation will be construed as a waiver by the Service Area to collect or seek reimbursement for damages caused to the roads, trails, or improvements in the Subdivision.