

WHEN RECORDED RETURN TO:

Summit County Clerk
 Summit County Courthouse
 60 North Main
 Coalville, Utah 84017

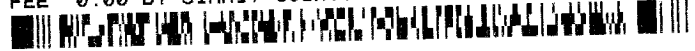
ENTRY NO. 01034562

12/09/2015 02:44:00 PM B: 2328 P: 1194

Agreement PAGE 1/11

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 0.00 BY SUMMIT COUNTY COMMUNITY DEVELOPMENT



**AMENDMENT TO
 DEVELOPMENT AGREEMENT FOR
 THE SUMMIT RESEARCH PARK (PARK CITY TECH CENTER)
 KIMBALL JUNCTION, SUMMIT COUNTY, UTAH**

THIS AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE SUMMIT RESEARCH PARK (PARK CITY TECH CENTER) (the “**Amendment**”) is entered into to be effective as of MAY 15, 2014 (“**Effective Date**”), by and between Boyer Snyder Junction LC, a Utah limited liability company (the “**Developer**”), and Summit County, a political subdivision of the State of Utah (the “**County**”). Developer and the County are individually referred to in this Amendment as a “**Party**” and collectively referred to herein as the “**Parties**”.

R E C I T A L S:

A. The Parties entered into that certain Development Agreement for the Summit Research Park on December 10, 2008, recorded as Entry Number 00860845 in the Office of the Summit County Recorder, in Book 1959, beginning at Page 1217 (“**Development Agreement**”). Capitalized terms which are used but not defined in this Amendment shall have the same meanings as are assigned to the corresponding capitalized terms in the Development Agreement.

B. The Summit County Code, §10-2-10 provides a “use” determination process wherein a property owner may request and receive from the Director of Community Development a determination as to whether a proposed “use” fits within the Snyder Junction Basin Development Code Use Table.

C. Such “use” determination process has proved helpful to property owners by allowing a cost and time efficient mechanism to pre-approve a “use” prior to the expenditure by the property owner of funds on extensive planning and engineering work as part of a development application process.

D. The Development Agreement does not provide such a “use” determination process to determine whether a particular use is an “Approved Use” (as defined in the Development Agreement) described in Exhibit C to the Development Agreement.

E. It is to the benefit of all the Parties to amend the Development Agreement to provide a process to determine if a proposed use is an Approved Use described in Exhibit C.

A G R E E M E N T:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Section 4.14: Use Determination Process.

4.14.1 **Application for Determination of Land Use Authority Regarding a Proposed Use.** The Developer may, but shall not be required to make an Application for Use Determination with the County Manager. The failure to file an Application for Land Use Determination shall not otherwise affect the approval process or procedure under the Development Agreement. The Application for Use Determination shall include the following (the “**Application Materials**”):

4.14.1.1 A detailed, written description of the specific nature of the activity or activities to be conducted in the Park City Tech Center by a proposed user (the “Narrative”). The Narrative should address, at a minimum, how the activity or activities fit within the uses enumerated in Exhibit C.

4.14.1.2 Such other information as the Developer deems relevant.

Where Developer believes that information provided in the Application Materials constitutes a trade secret or confidential commercial information, the Developer shall make such claim pursuant to UCA §63G-2-309, setting forth the reasons why the information should be designated by the County Manager as “protected” under UCA §63G-2-305(1) and/or (2). Where the County Manager determines that the information is not “protected,” the Developer shall have the option of withdrawing the information or appealing the County Manager’s decision to the records committee in accordance with the Government Records Access and Management Act, UCA §63G-1-101 et seq.. Notwithstanding a determination by the County Manager that such information is “protected,” such “protected records” may be used by the County for purposes of §4.14.5 to establish that the actual use materially deviates from the Application Materials relied on by the County Manager or County Council in determining that the proposed use is an Approved Use described in Exhibit C.

4.14.2 **County Manager’s Determination.**

4.14.2.1 Not later than thirty (30) days after the submission of the Application, the County Manager shall make a determination as to whether the proposed use is an Approved Use described in Exhibit C. In making such determination, the County Manager shall compare the specific characteristics of the proposed use with the Approved Use described in Exhibit C to this Development Agreement. In making such determination, the County Manager shall consult with the Director of Community Development and the Chair of the Snyderville Basin Planning Commission (“Planning Commission”), and may consult with such other County employees, planning commissioners or consultants as the County Manager deems appropriate. The determination of the County Manager shall constitute a determination by a land use authority.

4.14.2.2 If the County Manager determines that the proposed use is not an Approved Use described in Exhibit C, the proposed use shall be prohibited.

4.14.2.3 All determinations of the County Manager shall be in writing and delivered to the applicant. Unless timely appealed, such determination shall constitute the final decision of County Manager as the Designated Planning Official.

4.14.3 **Appeal to County Council.** An appeal from a decision of the County Manager may be filed by the applicant or any adversely affected owner of real estate within the County within ten (10) calendar days of the date of the decision with the County Clerk. The County Council shall hear all such appeals *de novo*. Decisions of the County Council shall be in writing and delivered to all Parties. Such decisions shall constitute the final County decision.

4.14.4 **Further Appeal to District Court.** An aggrieved applicant or adversely affected owner of real estate within the County may appeal the final County decision to District Court within thirty (30) calendar days of the decision. Pursuant to UCA §17-27a-801(3)(a)(i), the District Court shall presume the decision is valid and shall determine only whether or not the decision is arbitrary, capricious or illegal. In determining if the final decision of the County is valid, the District Court shall apply the “supported by substantial evidence in the record” standard in UCA §17-27a-801(3)(c).

4.14.5 **Determination Binding.** A final determination or decision made in accordance with this §4.14 shall be deemed conclusive and be binding upon the Parties as to whether the proposed use constitutes an Approved Use described in Exhibit C for purposes of the Development Agreement. The determination shall not be binding if the actual use materially deviates from the Application Materials.

2. Administrative Amendment. This Amendment constitutes an Administrative Amendment pursuant to §1.11.2 of the Development Agreement. However, in keeping with the desires of the County to provide for public transparency of its decision making, this Amendment has been presented to the Planning Commission in a properly noticed public meeting at which the Planning Commission provided input to the County Manager.

3. Miscellaneous.

a. Ratification of Agreement. In the event of any inconsistency between the terms of this Amendment and the Development Agreement, the terms of this Amendment shall control. Except as specifically provided in this Amendment and without waiving any rights of the Parties hereunder, the Parties specifically ratify, confirm, and adopt as binding and enforceable, all of the terms and conditions of the Development Agreement.

b. Effect on Agreement. From and after the date hereof, all references to the Development Agreement shall be deemed to mean the Development Agreement as amended by this Amendment.

c. Headings. The section headings in this Amendment are intended solely for convenience and shall be given no effect in the construction and interpretation of this Amendment.

d. Counterparts. This Amendment may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Counterparts may be exchanged by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth above.

State of Utah
County of Summit

“COUNTY”:

Subscribed and sworn/affirmed to before me this 15 day of May
2014, by Robert Jasper

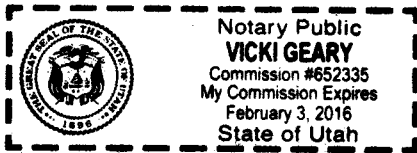
SUMMIT COUNTY, a political subdivision of the State of Utah

By: SUMMIT COUNTY MANAGER

Vicki Geary
Notary Public

My Commission Expires: 2/3/2016

By: [Signature] 5/15/2014
Robert Jasper



“DEVELOPER”

BOYER SNYDERVILLE JUNCTION, L.C.,
a Utah limited liability company, by its Manager:

THE BOYER COMPANY, L.C.,
A Utah limited liability company

[Signature]
~~Roger Boyer, Manager~~
Jacob L. Boyer

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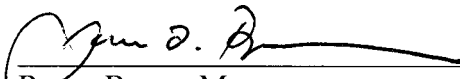
By: SUMMIT COUNTY MANAGER

By: _____
Robert Jasper

“DEVELOPER”

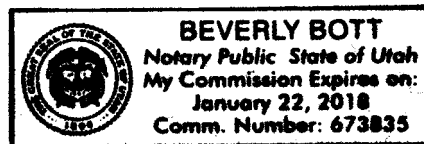
BOYER SNYDERVILLE JUNCTION, L.C.,
a Utah limited liability company, by its Manager:

THE BOYER COMPANY, L.C.,
A Utah limited liability company



~~Roger Boyer~~, Manager
Jacob Boyer,

State of Utah
County of Salt Lake
X Beverly Bott



Parcel: PCTC-1

Date Printed: 12/04/2015

Entry: 00943003

B: 2123 P: 1039

Account: 0476653

Sec/Twn/Range:

Acres: 4.37

District: 10

Mail To: THE BOYER COMPANY LC

101 S 200 E STE 200
SALT LAKE CITY, UT 84111

Situs Address:

LOT 1 PARK CITY TECH CENTER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN
THE SUMMIT COUNTY RECORDERS OFFICE CONT 190,521 SQ FT OR 4.37 AC

Owner(s): BOYER SNYDERVILLE JUNCTION LC

Parcel: PCTC-2

Date Printed: 12/04/2015

Entry: 00943003

B: 2123 P: 1039

Account: 0476660

Sec/Twn/Range:

Acres: 6.49

District: 10

Mail To: SNYDERVILLE BASIN SPEC REC DISTRICT

5715 TRAILSIDE DR
PARK CITY, UT 84098

Situs Address:

LOT 2 PARK CITY TECH CENTER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN
THE SUMMIT COUNTY RECORDERS OFFICE CONT 282,836 SQ FT OR 6.49 AC 2055-0001 2262-745

Owner(s): SNYDERVILLE BASIN SPEC REC DISTRICT

Parcel: PCTC-3

Date Printed: 12/04/2015

Entry: 00943003

B: 2123 P: 1039

Account: 0476677

Sec/Twn/Range:

Acres: 6.61

District: 10

Mail To: LIBERTY PEAK APARTMENTS LLC

6440 S WASATCH BLVD STE 100
SALT LAKE CITY, UT 84121

Situs Address:

LOT 3 PARK CITY TECH CENTER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN
THE SUMMIT COUNTY RECORDERS OFFICE CONT 288,093 SQ FT OR 6.61 AC 2055-0001

Owner(s): LIBERTY PEAK APARTMENTS LLC

Parcel: PCTC-4

Date Printed: 12/04/2015

Entry: 00943003 B: 2123 P: 1039

Account: 0476684

Sec/Twn/Range:

Acres: 59.23

District: 10

Mail To: THE BOYER COMPANY LC

101 S 200 E STE 200
SALT LAKE CITY, UT 84111

Situs Address:

LOT 4 PARK CITY TECH CENTER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN
THE SUMMIT COUNTY RECORDERS OFFICE CONT 2,580,000 SQ FT OR 59.23 AC

Owner(s): BOYER SNYDERVILLE JUNCTION LC

Parcel: PCTC-5B-AM

Date Printed: 12/04/2015

Entry: 00951400 B: 2142 P: 1078

Account: 0480445

Sec/Twn/Range:

Acres: 3.45

District: 10

Mail To: BOYER COMPANY

101 S 200 E STE 200
SALT LAKE CITY, UT 84111

Situs Address: 6300 N LANDMARK DR

LOT 5B PARK CITY TECH CENTER LOT 5 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON
FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 150,308 SQ FT OR 3.45 AC.

Owner(s): BOYER SNYDERVILLE 1 LC

Parcel: PCTC-6-X

Date Printed: 12/04/2015

Entry: 00943003 B: 2123 P: 1039

Account: 0476709

Sec/Twn/Range:

Acres: 2.93

District: 10

Mail To: SUMMIT COUNTY

PO BOX 128
COALVILLE, UT 84017

Situs Address: 6490 N LANDMARK DR

LOT 6 PARK CITY TECH CENTER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN
THE SUMMIT COUNTY RECORDERS OFFICE CONT 127,712 SQ FT OR 2.93 AC 2069-329

Owner(s): SUMMIT COUNTY