

When recorded return to:
Summit County Engineering
PO 128 - 60 N. Main
Coalville, Utah 84017
Tax ID: _____

DEVELOPMENT IMPROVEMENTS AGREEMENT

Project File #: _____

Project Name: _____

THIS AGREEMENT is made this 17th day of May, 2016, by and between Summit County, a political subdivision of the State of Utah (the "**County**"), and The Boyer Company owner of Boyer Snyderville Junction, LC, a Utah Limited Liability Company, whose address is 101 South 200 East, Suite 200, Salt Lake City, Utah 84111 (the "**Developer**"). The County and Developer are individually referred to herein as a "**Party**" and jointly referred to herein as the "**Parties**". The **Effective Date** of this Agreement shall be the date upon which it is recorded in the Office of the Summit County Recorder.

ENTRY NO. 01045627

05/23/2016 01:48:34 PM B: 2353 P: 0693

Agreement PAGE 1/36

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 80.00 BY BOYER COMPANY



RECITALS

A. Developer is the owner of certain property situated in the County of Summit, State of Utah, more particularly described in **Exhibit A** hereto and known as the Park City Tech Center Skullcandy Building (the "**Project**").

B. The Developer desires to develop "**Project**", hereinafter referred to as the ("**Property**") according to the approved final subdivision plat or final site plan thereof (the "**Plat**" or "**Final Site Plan**") showing a proposed subdivision or site layout for said Property.

C. The County has approved the Plat/Final Site Plan submitted by the Developer subject to certain requirements and conditions, which involve the installation and construction of utilities, landscaping (if applicable), as well as other public and private infrastructure improvements shown on the submitted construction drawings, Plat, Final Site Plan, Landscape Plan (if applicable) and documents for the Property, which is attached at **Exhibit B** ("**Site Improvements Plan**").

D. In lieu of completing all landscaping and infrastructure improvements prior to Plat/Final Site Plan recordation in accordance with UCA §17-27a-604.5 or successor statute, Developer may enter into a Development Improvements Agreement with the County.

E. In doing so, the County seeks to protect the health, safety and general welfare of the community by requiring a timely completion of the Site Improvements Plan and to limit the effects of uncompleted subdivisions, including premature subdivision which leaves property undeveloped and unproductive.

F. The purpose of this Agreement is to protect the County from assuming the cost to complete the utility, landscaping, and infrastructure improvements and is not executed for the

benefit of material men, laborers, or others providing work, services or material to the Property or for the benefit of lot or home buyers in the Project.

G. The mutual promises, covenants, and obligations contained herein are authorized by State and local law and regulation.

NOW, THEREFORE, in consideration of the premises and the terms and conditions herein stated and for other valuable consideration, the adequacy of which is acknowledged by the Parties hereto, it is agreed as follows:

DEVELOPER'S OBLIGATION

1. Improvements: The Developer will design, construct, and install, at his own expense, those on-site and off-site utility, landscaping (if applicable), and infrastructure improvements in accordance with the approved Site Improvements Plan and the **Cost of Construction PE Estimate**, which is attached at **Exhibit C** (together the Site Improvements Plan and the Cost of Construction PE Estimate are referred to as the "**Improvements**"). At a minimum, the Site Improvements Plan shall address culinary water, sewer, electrical power service, natural gas service, telephone service, television service, storm water drainage, trails, roads, landscaping and weed control. The Developer's obligation to complete the Improvements will be in conformance with the time schedule defined by this Agreement and will be independent of any obligations of the County contained herein.

2. Improvement Completion Assurance ("Assurance") Options: To secure the construction and installation of the Improvements under this Agreement and the obligations for the warranty as set forth in ¶ 4 herein, the Developer will deposit with the County as an Assurance, 110% of the Cost of Construction PE Estimate (which includes a 10% warranty), on or prior to the Effective Date, through one of the following mechanisms:

- **Option A.** Irrevocable Letter of Credit in the amount of \$ \$2,467,275.34
- **Option B.** Subdivision Improvements Disbursement Agreement in the amount of \$ _____.
- **Option C.** Cash in the amount of \$ _____, to be escrowed by the County Treasurer or third party escrow agent pursuant to a Cash Bond Escrow Agreement.
- **Option D.** Performance or Surety Bond in the amount of \$ _____.
- **Option E.** Subdivision Plat Hold.
- **Option F.** Building Permit Hold.
- **Option A:** Irrevocable Letter of Credit ("**Letter of Credit**") – The Letter of Credit shall be (a) irrevocable, (b) issued by a financial institution, (c) of a term

sufficient to cover the Completion and Warranty Periods, and (d) reviewed as to form by the County Attorney. The Letter of Credit will be payable upon demand to Summit County. The Letter of Credit will be payable to the County in full or in part at any time upon presentation of (i) a sight draft drawn on the issuing financial institution to which the County is entitled to draw pursuant to the terms of this Agreement and the Letter of Credit; (ii) a certification executed by an authorized representative of the County stating that the Developer is in default under this Agreement; and (iii) the original Letter of Credit.

- **Option B: Subdivision Improvements Disbursement Agreement (“Disbursement Agreement”)** – The Disbursement Agreement will be executed by a financial institution, the Developer and the County. The Disbursement Agreement will provide for segregation of Developer’s loan proceeds by the financial institution. Pursuant to the terms of the Disbursement Agreement, the County is entitled to draw funds, in full or in part, upon presentation of: (i) request for disbursement; and (ii) a certification executed by an authorized representative of the County stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the Disbursement Agreement. Modifications to the County’s standard Disbursement Agreement shall be reviewed by the County Attorney for acceptance as an Assurance.
- **Option C: Cash Bond Escrow Agreement (“Cash Bond”)** - Cash in the form of a cashier’s check or bank account in the sole ownership of the County will be escrowed with the County Treasurer or third party escrow agent pursuant to a Cash Bond. The County is entitled to draw upon these funds, pursuant to the terms of the Cash Bond. The funds will be disbursed to the County in full or in part, upon presentation of: (i) request for disbursement; and (ii) a certification executed by an authorized representative of the County stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the Cash Bond.
- **Option D: Performance or Surety Bond (“Performance Bond”)** – A Performance Bond shall be issued upon which the County will be entitled to draw pursuant to the terms of the Performance Bond and will include a term sufficient to cover the Completion and Warranty Periods. The funds will be disbursed to the County in full or in part, upon presentation of: (i) request for disbursement; and (ii) a certification executed by an authorized representative of the County or designee stating that the Developer is in default under this Agreement; or (iii) as otherwise provided by the Performance Bond. The Performance Bond shall be reviewed by the County Attorney for acceptance as an Assurance.
- **Option E: Subdivision Plat Hold (“Plat Hold”)** – A Plat Hold may be utilized as an Assurance for projects that do not contain Improvements to existing Summit

County Right-of-Way or Right-of-Way incidental to the subject Plat. The Plat and Recording fees will be held by the County. Release and recording of the Plat will require: (i) completion of the Improvements pursuant to the terms of this Agreement; (ii) County Manager acknowledgement on the Plat certifying the completion of the Improvements and extinguishment of this Agreement; and (iii) a letter from the lien holder, as indicated on the Plat, that they remain the current lien holder. Completion period for the Improvements is limited to two (2) years.

- **Option F: Building Permit Hold ("Permit Hold")** – A Permit Hold may be utilized as an Assurance on a limited basis where there are Improvements valued at less than \$10,000. The release of the Permit Hold requires completion of the Improvements pursuant to the terms of this Agreement. The completion period is limited to six (6) months.

3. **County Standards:** The Developer will construct the Improvements according to the approved Site Improvements Plan, general industry standards, this Agreement, and applicable County regulations (the "County Standards"). The Developer shall instruct the contractor or construction manager to provide timely notice to the Developer, contractor, issuer of the Assurance and the County Engineer whenever an observation or related construction activity reveals that an Improvement does not conform to the County Standards or is otherwise defective.

4. **Warranty Period:** The Developer warrants that the Improvements, each and every one of them, will be free from defects in materials or workmanship under normal operation for a period of twelve (12) months from the date of the County's acceptance of the Improvements (the "**Warranty Period**"). Developer agrees to promptly correct any deficiencies in order to meet the County Standards.

5. **Commencement and Completion Periods:** All Improvements, as outlined in the Cost of Construction PE Estimate and Site Improvements Plan, will be installed and completed within two (2) years from Plat or Final Site Plan approval (the "**Completion Period**"), with the exception of Improvements guaranteed by a Permit Hold, which requires that Improvements be completed within six (6) months.

6. **Damage to Public Improvements:** Developer agrees that it shall repair or pay for any damage to any existing public improvements damaged during the construction of new improvements. The County shall notify Developer within a reasonable time after discovery of any claim hereunder, and Developer shall have a reasonable period of time within which to repair said damage.

7. **Traffic Control:** During the construction of any utilities or Improvements described herein, Developer shall be responsible for controlling and expediting the movement of vehicular and pedestrian traffic through and around all construction sites and activities. Such control shall be according to the latest version of the Manual of Uniform Traffic Control Devices.

8. **Road Cuts:** Developer acknowledges that the County has regulations governing road cuts, the provisions of which shall apply to the alteration of any road necessitated by the installation of any utilities or Improvements described in this Agreement.
9. **Weed Control:** The Developer agrees to comply with Summit County Code §4-4-1, et. seq. relative to control and elimination of all noxious species of plants as identified within the Property boundaries. The Developer further agrees to coordinate with the Summit County Weed Department, prior to commencement of work, relative to inspections and importations of weed free project materials.
10. **Roads:** Developer agrees to construct, at Developer's cost, all public and private roads and public and private road improvements, within the Property, in accordance with the plans and specifications within the Site Improvements Plan. Developer agrees to install any traffic control signs and standard street name signs as required by the County and to re-vegetate all cuts and fills resulting from construction in a manner which will prevent erosion.
11. **Compliance with Law:** The Developer shall comply with all relevant federal, state and local laws and regulations in effect at the time of Plat and/or Final Site Plan approval when fulfilling its obligations under this Agreement.

COUNTY'S OBLIGATION

12. **Inspections and Notice of Defect:** The County shall conduct inspections of the Improvements from time to time. In the event that there is a deficiency in performance by Developer hereunder (during the Completion or Warranty Periods), the County may issue a **Notice of Defect** to the Developer and the issuer of the Assurance. The Developer shall have thirty (30) calendar days thereafter to cure the defect (the "**Cure Period**"). If a defect is not corrected within the Cure Period, a condition of default may be declared and an **Affidavit of Lapse of Improvements Agreement** may be issued stating that building permits, grading permits and certificates of occupancy will not be issued in connection with any lots within the Plat or Final Site Plan, and the County may request that a court of competent jurisdiction enjoin the sale, transfer or conveyance of lots within the Plat or Final Site Plan until a new Development Improvements Agreement and Assurance are accepted by the County. If the defect cannot be corrected within the Cure Period, the Developer may request an extension of the Cure Period from the County Engineer.
13. **Notice of Non Compliance with Completion Date:** The County shall issue the Developer a **Notice of Noncompliance** in the event that the Improvements are not completed by the Developer and accepted by the County within the Completion Period. If inclement weather or circumstance beyond the Developer's control prevents construction within the Completion Period, an extension to the Completion Period of up to a twelve (12)-months may be requested by the Developer and approved by the County Engineer. A written request by the Developer indicating cause and reason for an extension shall be submitted to the County Engineer not earlier than fourteen (14) calendar days prior to the expiration of the Completion Period. The request for extension will be reviewed

by the County Engineer and may only be granted in such cases where the Assurance is also extended for the life of the modified Completion Period. An approved extension will be executed as a written Addendum to this Agreement. If an extension of time is not approved by the County Engineer, an Affidavit of Lapse of Improvements Agreement may be recorded stating that building permits, grading permits and certificates of occupancy will not be issued in connection with any lots within the Plat or Final Site Plan, and the County may request that a court of competent jurisdiction enjoin the sale, transfer or conveyance of lots within the Plat or Final Site Plan until a new Development Improvements Agreement, with modified time lines, and Assurance are approved by the County.

14. Acceptance of Improvements: The County's acceptance of Improvements is conditioned upon (a) the presentation by Developer of the required signatures of acceptance by all entities serving the constructed Improvements, (b) clear documentation and testing that the Improvements have been completed per County Standards, and (c) the presentation by Developer of a document or documents, where appropriate, for the benefit of the County, demonstrating that the Developer owns the Improvements in fee simple title with no liens or encumbrances thereon. Acceptance of any Improvement does not constitute a waiver by the County of any rights it may have on account of any defect in or failure of the Improvement that is detected or which occurs after the acceptance. Public Improvements shall be dedicated to the appropriate public entity. Private Improvements serving more than one lot shall be assigned by separate agreement to a Home Owners Association.

15. Reduction of Assurance: As portions of the site Improvements are completed in accordance with this Agreement, County regulations, and the approved Site Improvements Plan, the Developer may make application to the County Engineer to reduce the amount of the original Assurance. If the County Engineer is satisfied that such portion of the Improvements have been installed and completed in accordance with County Standards, she may cause the amount of the Letter of Credit, Disbursement Agreement, Cash Bond or Performance Bond to be reduced by such amount that she deems appropriate, so that the remaining amount of the Letter of Credit, Disbursement Agreement, Cash Bond or Performance Bond adequately insures the completion of the remaining site Improvements. At the request of the Developer, the County will execute an amendment to this Agreement verifying the acceptance of said installed and completed Improvement, and waiving and releasing its right to draw upon the Assurance for installation and completion of the same. A Developer in default under this Agreement will have no right to such a reduction of the Assurance. Upon the acceptance of all site Improvements, all amounts up to 100% of the Cost of Construction PE Estimate which may be drawn under the Letter of Credit, Disbursement Agreement, Performance Bond or Cash Bond, will be released, leaving a remaining balance of 10% of the Cost of Construction PE Estimate as the warranty. Following the expiration of the Warranty Period, the full remaining balance which may be drawn under the Letter of Credit, Disbursement Agreement, Performance Bond or Cash Bond, will be released.

16. Use of Proceeds: The County will use funds drawn under the Assurance per §12 herein only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements.

OTHER PROVISIONS

17. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Completion Period or Warranty Period:

- a. Developer's failure to complete any portion of the Improvements in conformance with the County Standards within the Completion or Warranty Periods, as the case may be, and shall fail to cure such default within the Cure Period (or extended Cure Period) after receipt of written **Notice of Defect** from the County specifying the nature of such defect. The County shall be entitled to undertake such work as may be necessary and appropriate to cure such default and the County shall be reimbursed for the reasonable costs thereof either by payment of such costs within 30 days of delivery of an invoice to Developer or by obtaining funds under the Assurance set forth in ¶12 herein.
- b. Developer's failure to satisfactorily complete each portion of the Improvements within the Completion Period, as documented by the issuance of a **Notice of Noncompliance**, or to remedy defects within the Warranty Period.
- c. Notification to County of Developer's insolvency, the appointment of a receiver for the Developer, the filing of a voluntary or involuntary petition in bankruptcy, and the foreclosure of any lien against the Property or a portion of the Property.

18. **Measure of Damages:** The measure of damages for breach of this Agreement by Developer will be the reasonable cost of satisfactorily completing the Improvements. For Improvements upon which construction has not begun, the estimated costs of Improvements as shown on Cost of Construction PE Estimate will be prima facie evidence of the minimum cost of completion; however, neither that amount nor the Assurance amount shall establish the maximum amount of Developer's liability.

19. **County's Rights Upon Default:** When any event of default occurs, the County may exercise its rights under the Assurance and contract with a third party for completion of the Improvements. The Developer grants to the County, its successors, assigns, agents, contractors, and employee, a nonexclusive right and easement to enter the Property for the purposes of constructing, installing, maintaining, and repairing such Improvements. Alternatively, the County may assign the proceeds of the Letter of Credit, the Disbursement Agreement, Performance Bond or the Cash Bond to a subsequent party who has acquired the Property by purchase, foreclosure or otherwise who will then have the same rights of completion as the County, if and only if, the subsequent party agrees in writing to complete the unfinished Improvements and provides reasonable Assurances for the obligation. In addition, the County may also revoke certificates of occupancy, issue an Affidavit of Lapse of Improvements Agreement, and/or enjoin the sale, transfer, or conveyance of lots within the Plat or Final Site Plan, until the Improvements are completed and accepted. These remedies are cumulative in nature and are in addition to any other remedies the County has at law or in equity.

20. **Indemnification:** The Developer expressly agrees to indemnify and hold the County, its employees, agents, and assigns harmless from and against all claims, costs and liability of every kind and nature except those arising out of negligence on the part of the County, its employees, agents, and assigns, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the Property pursuant to this Agreement. The Developer further agrees to aid and defend the County.

21. **No Waiver:** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for in a written amendment to this Agreement signed by both the County and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

22. **Amendment or Modification:** The Parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the County by the County Engineer and by the Developer or its authorized officer. Such amendment or modification will be properly notarized and recorded as an amendment to this Agreement, before it may be effective.

23. **Vested Rights:** The County does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the County, if any, before the Developer is entitled to commence development of the Property or to transfer ownership of the Property or any portion thereof.

24. **Third Party Rights:** No person or entity, who or which is not a party to this Agreement, will have any right of action under this Agreement.

25. **Scope:** This Agreement constitutes the entire agreement between the Parties and no statements, promises or inducements that are not contained in this Agreement will be binding on the Parties.

26. **Force Majeure:** For the purpose of computing the Completion Period, and time periods for County action, such times in which war, civil disasters, or acts of God occur or exist, will not be included if such times prevent the Developer or County from performing their obligations under this Agreement.

27. **Severability:** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision hereof, and the rights of the Parties will be construed as if the illegal or unenforceable part, term, or provision was never contained within this Agreement.

28. **Benefits:** The benefits, rights and obligations of this Agreement pertaining to the Developer are personal in nature and may not be assigned without the express written consent of the County. Such consent may not be unreasonably withheld, but any unapproved assignment is voidable at the option of the County.

29. **Binding Effect:** This Agreement and the covenants contained herein shall run with the land and shall be binding upon and shall inure to the benefit of the Parties hereto and their successors, heirs and assigns; provided that, purchasers of residential lots within the Property or any homeowner's association that receives title to any portion of the Property shall not incur any liability hereunder and no person or entity, including any homeowner's association that receives title to any portion of the Property, may claim to be a third party beneficiary of the terms, conditions, or covenants of this Agreement. This Agreement shall be recorded in the Office of the Summit County Recorder and be on file with the County Engineer. All existing lien holders shall be required to subordinate their liens to the covenants contained in this Agreement.

30. **Notice:** Any notice required or permitted by this Agreement will be deemed effective either (a) when personally delivered in writing, or (b) seven (7) calendar days after notice is deposited with the U.S. Postal Service, certified, and return receipt requested, and addressed as follows:

If to Developer:

The Boyer Company c/o Nate Boyer

Developer's Name

101 South 200 East, Suite 200, Salt Lake City, UT 84111

Developer's Mailing Address

If to County:

Summit County Engineer

60 N. Main Street

P.O. Box 128

Coalville, UT 84017

31. **Recordation:** The County will record a copy of this Agreement in the Office of the Summit County Recorder, Coalville, Utah.

32. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law, including the Governmental Immunity Act of Utah, UCA Title 63G, Chapter 7, as amended.

33. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either Party to this Agreement whether arising out of or relating to this Agreement, Letter of Credit, Performance Bond, Disbursement Agreement, or Cash Bond will be deemed to be proper only if action is commenced in the Third District Court for Summit County, Utah. The Developer expressly waives his right to remove such action to any other court.

34. **Release:** This Agreement shall be extinguished only through formal acceptance of the Improvements and successful expiration of the Warranty Period per the provisions of this Agreement or through entering into a written **Release** between the County and the Developer (**Exhibit F**).

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed per the Effective Date as indicated.

DEVELOPER

Company Name: BOYER SNYDERVILLE JUNCTION, L.L.C.
BY ITS MANAGER, THE BOYER COMPANY, L.L.C.

By: BRIAN GOCHNOUR, MANAGER

Signature: 

STATE OF Utah

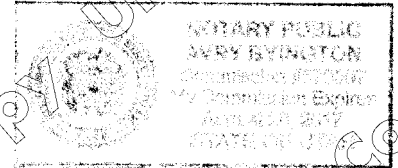
COUNTY OF Salt Lake

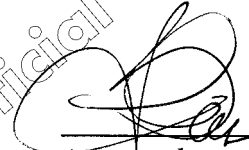
The foregoing instrument was acknowledged before me this 17 day of May, 2016, by Brian Gochmour

Witness my hand and official seal.

My commission expires: August 28, 2017


Notary Public




Approved as to form
Summit County Attorney

SUMMIT COUNTY

County Manager

By: THOMAS C. FISHER

Signature [Handwritten Signature]

5/22/16

STATE OF UTAH

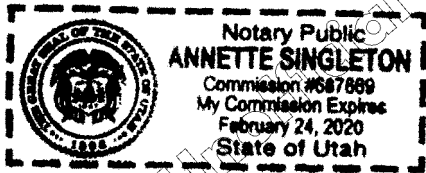
) ss.

COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this 23RD day of MAY, 2016
by THOMAS C. FISHER, COUNTY MANAGER

Witness my hand and official seal.

My commission expires: 2/24/2020



[Handwritten Signature]
Notary Public

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

(Insert Legal Description of the Property after this Page)

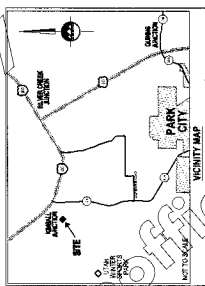
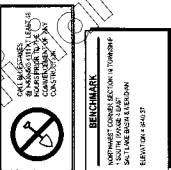
LOT 4 OF THE PARK CITY TECH CENTER SUBDIVISION

PCTC-4

EXHIBIT B

SITE IMPROVEMENTS PLAN

(Insert Site Improvements Plan after this Page)



- GENERAL NOTES:**
- ALL WORK TO COMPLY WITH THE GOVERNING ZONING ORDINANCES AND SPECIFICATIONS.
 - ALL IMPROVEMENTS SHALL COMPLY WITH ALL APPLICABLE STANDARDS AND REGULATIONS.
 - SEE LANDSCAPE ARCHITECTURE PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCOUR PATTERNS THROUGHOUT SITE.
 - MANUAL AND MECHANICAL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF PARK CITY, UTAH, MUNICIPAL ORDINANCES.
 - ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RECLOSED TO ORIGINAL FINISH AND CONDITION TO MATCH EXISTING SURFACE TO THE MAXIMUM EXTENT POSSIBLE.
 - NOTIFY UTILITY AND ALL ENGINEERS IN REGARD TO UTILITY BEFORE PLACING ANY CONSTRUCTION.
 - THE CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS, UTILITIES, AND UTILITIES, ETC. RELOCATIONS SHOWN ON THESE PLANS.
 - OFFICE BIDDING WILL BE REQUIRED TO IMPLEMENT A RECYCLING PROGRAM.

PARK CITY FIRE DISTRICT
APPROVED THIS _____ DAY OF _____ BY THE FIRE DISTRICT BOARD.

ROCKY MOUNTAIN POWER
APPROVED THIS _____ DAY OF _____ BY THE ROCKY MOUNTAIN POWER BOARD.

QUESTAR GAS COMPANY
APPROVED THIS _____ DAY OF _____ BY THE QUESTAR GAS COMPANY BOARD.

APPROVAL AS TO FORM
APPROVED TO SUBMIT THIS _____ DAY OF _____ BY _____

APPROVAL AS TO MERIT
APPROVED TO SUBMIT THIS _____ DAY OF _____ BY _____

OWNER DECLARATION AND CONSENT TO RECORD

BOYER UNDERVILLE JUNCTION, LLC
I, the undersigned, as the owner of the above described property, hereby declare that the information contained herein is true and correct to the best of my knowledge and belief.

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT
I, the undersigned, as the owner of the above described property, hereby declare that the information contained herein is true and correct to the best of my knowledge and belief.

LENDER'S CONSENT TO RECORD

LENDER'S ACKNOWLEDGEMENT

LEGAL DESCRIPTION
LOT 47 OF THE PARCEL(IES) NO. 008884000

SCOPE OF WORK:

1. PREPARE ARCHITECTURAL PLANS FOR CONSTRUCTION OF THE PROPOSED BUILDING AND RELATED IMPROVEMENTS.
2. PREPARE ARCHITECTURAL PLANS FOR CONSTRUCTION OF THE PROPOSED BUILDING AND RELATED IMPROVEMENTS.
3. PREPARE ARCHITECTURAL PLANS FOR CONSTRUCTION OF THE PROPOSED BUILDING AND RELATED IMPROVEMENTS.
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9. PREPARE ARCHITECTURAL PLANS FOR CONSTRUCTION OF THE PROPOSED BUILDING AND RELATED IMPROVEMENTS.
10. PREPARE ARCHITECTURAL PLANS FOR CONSTRUCTION OF THE PROPOSED BUILDING AND RELATED IMPROVEMENTS.

APPROVED THIS _____ DAY OF _____ BY _____

APPROVED THIS _____ DAY OF _____ BY _____

APPROVED THIS _____ DAY OF _____ BY _____

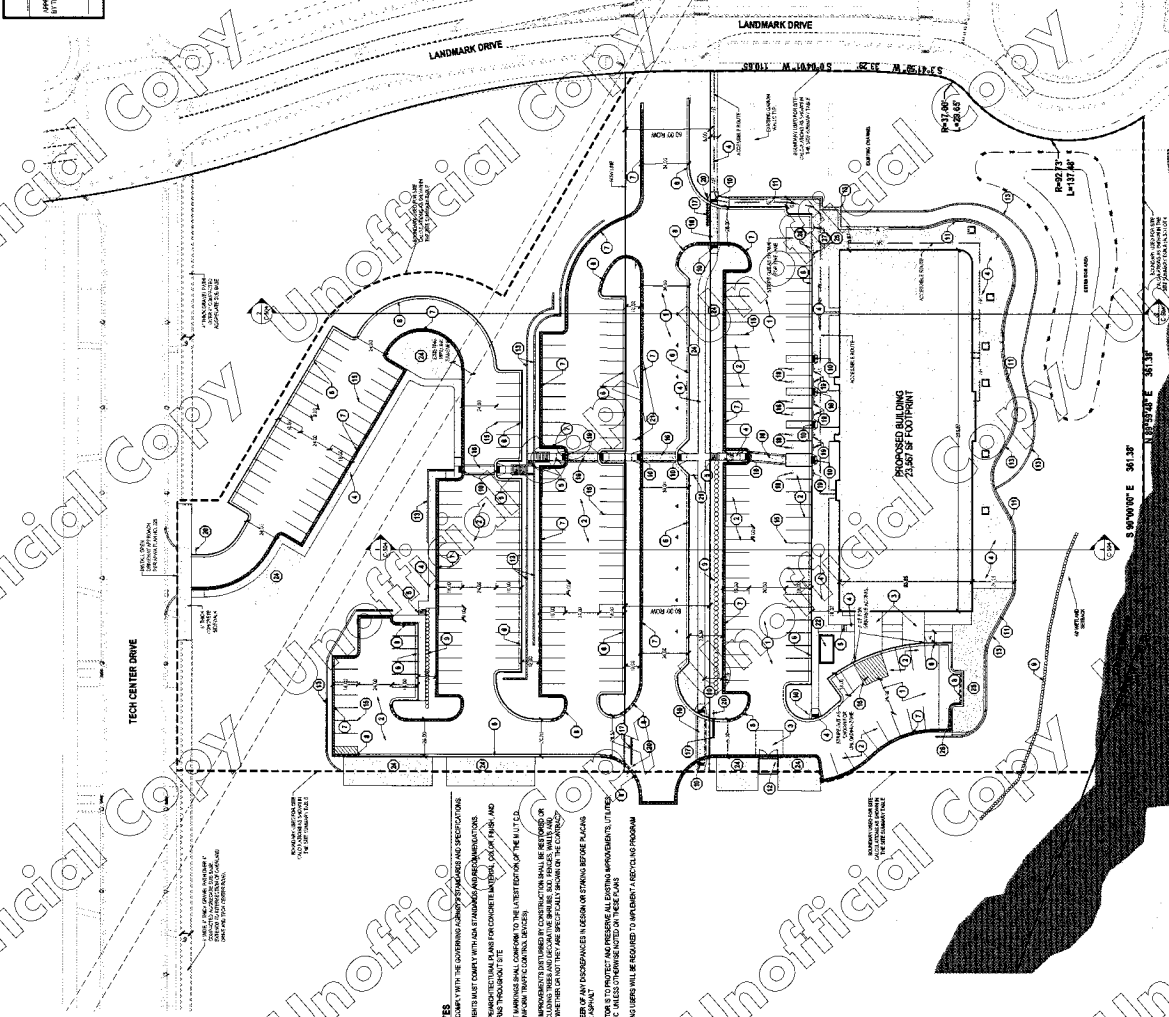
PARCEL DATA TABLE

CONVEYANCE	12/15/2010	100%
UNASSIGNED	12/15/2010	100%
TOTAL	12/15/2010	100%

PARCEL DATA TABLE

CONVEYANCE	12/15/2010	100%
UNASSIGNED	12/15/2010	100%
TOTAL	12/15/2010	100%

NOTE: TOTAL LOT COVER BY AREA = 113,355 S.F. OR 2.6% PARKING LOT COVER BY AREA = 17%



RECORDED

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

DATE _____ **TIME** _____ **ENTRY NO.** _____

DATE _____ **TIME** _____ **RECORDER** _____

PRICE _____

RECORDED

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

DATE _____ **TIME** _____ **ENTRY NO.** _____

DATE _____ **TIME** _____ **RECORDER** _____

PRICE _____

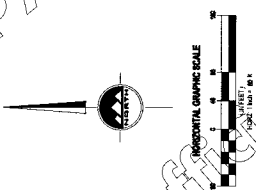
PARK CITY TECH CENTER SKULLCANDY BUILDING

HIGHWAY 224 AND OLYMPIC PARK DRIVE PARK CITY, UTAH

ARCHITECTURE
Inker Design
Landscape Architecture
Land Planning
Construction Management

**3101 S. STATE ST. SUITE 200, PARK CITY, UTAH 84302
PHONE: 435.633.8888 FAX: 435.633.8889
WWW.PARKCITYARCHITECTURE.COM**

Unofficial Copy



HIGH BLUFF
CENTER LLC
PP-62-1-A

CHEYRON PIPELINE CO.
PP-62X

TECH CENTER DRIVE

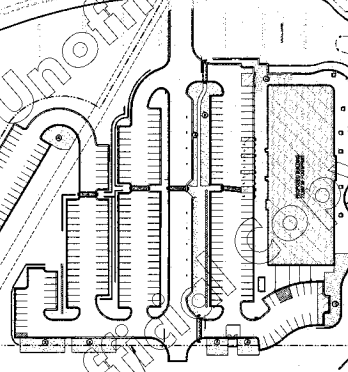
6" WIDE 4" THICK GRAVEL PATH OVER 4" COMPACTED AGGREGATE SUB-BASE

6" WIDE 4" THICK GRAVEL PATH OVER 4" COMPACTED AGGREGATE SUB-BASE

6" WIDE 4" THICK GRAVEL PATH OVER 4" COMPACTED AGGREGATE SUB-BASE

LOT 4
59.229 ACRES

BOUNDARY FOR SITE CALCULATIONS




SHEET TITLE	OVERALL SITE PLAN
DATE	11 MAY 2016
SUB NUMBER	
PROJECT NUMBER	C-101
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF	RECORDED
DATE	TIME
ENTRY NO.	RECORDER

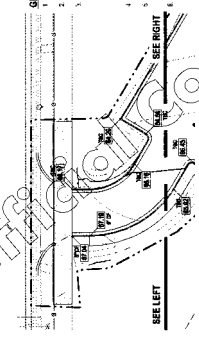
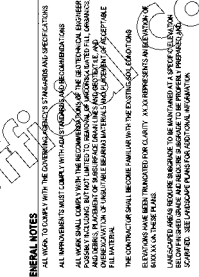
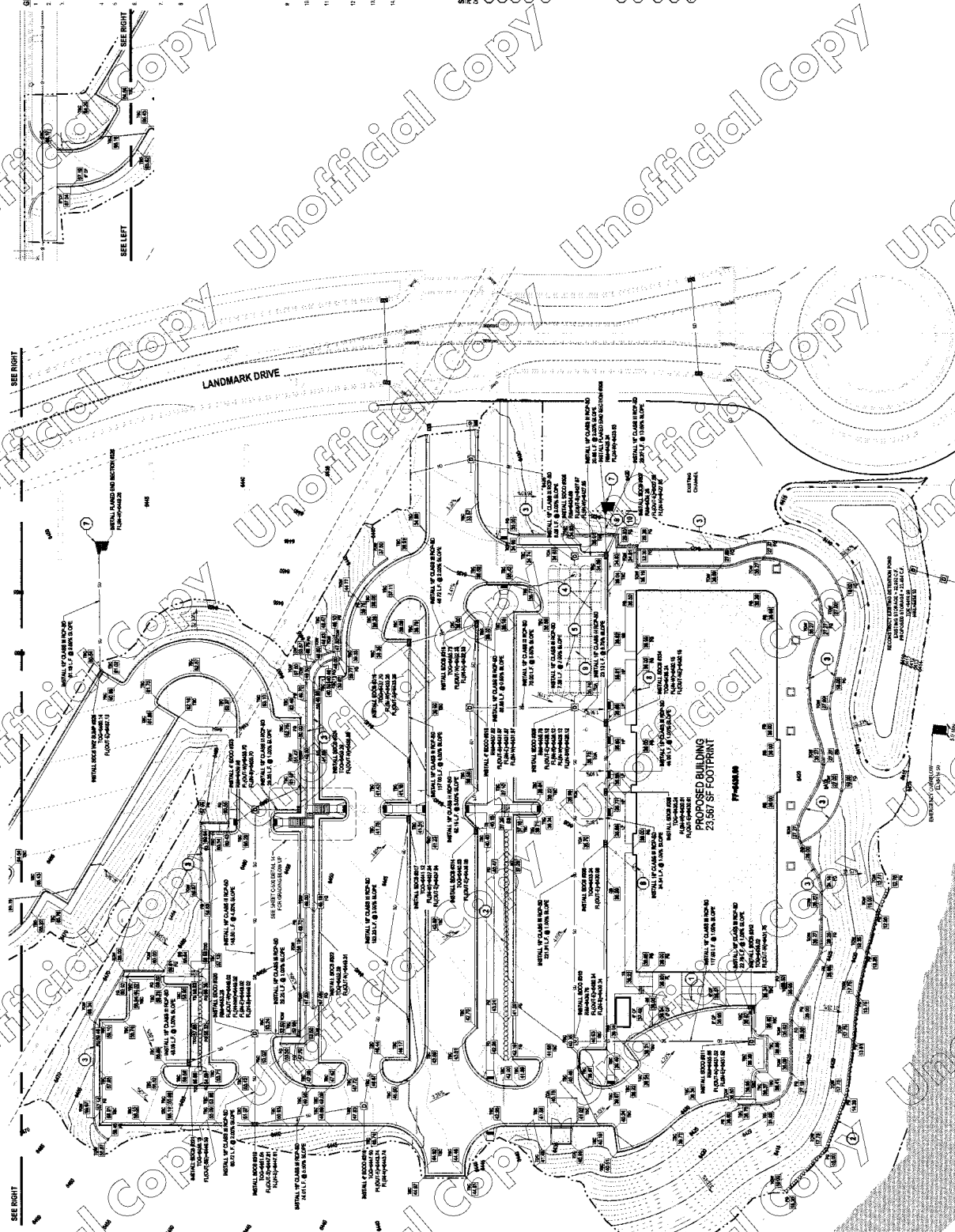
PARK CITY TECH CENTER SKULLCANDY BUILDING

HIGHWAY 224 AND OLYMPIC PARK DRIVE, PARK CITY, UTAH




Think
 Architecture
 Interior Design
 Landscape Architecture
 Land Planning
 Construction Management
 1000 East 9000 North, Suite 200, Salt Lake City, UT 84117
 Phone: 801.468.8888 Fax: 801.468.1455 www.thinkarc.com


 BENCHMARK
 1000 WEST 1000 SOUTH, 1000 WEST 1000 SOUTH, 1000 WEST 1000 SOUTH
 SALT LAKE CITY, UTAH
 REVISION: 11/03/17



UNOFFICIAL COPY

BENCHMARK
 SURVEY CORNER TO CORNER
 5470 N. CANYON DRIVE
 84000

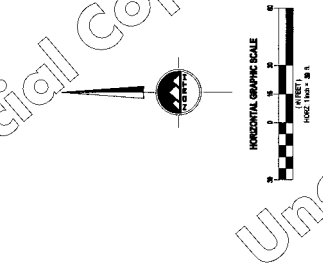
PROPOSED BUILDING 23,567 SF FOOTPRINT

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND ALL APPLICABLE LOCAL ORDINANCES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND ALL APPLICABLE LOCAL ORDINANCES.
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13. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND ALL APPLICABLE LOCAL ORDINANCES.
14. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND ALL APPLICABLE LOCAL ORDINANCES.

SCOPE OF WORK:

1. METAL CLAMBER BENCHES SHALL BE INSTALLED AT THE INTERSECTION OF ALL DRIVEWAYS AND AT THE INTERSECTION OF ALL DRIVEWAYS AND AT THE INTERSECTION OF ALL DRIVEWAYS.
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SHEET TITLE	GRADING PLAN
DATE	5 May 2016
SHEET NUMBER	C-200

RECORDED	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF	
DATE	TIME
ENTRY NO.	
RECORDER	

PARK CITY TECH CENTER SKULLCANDY BUILDING

HIGHWAY 224 AND OLYMPIC PARK DRIVE, PARK CITY, UTAH



Architecture
 Interior Design
 Landscape Architecture
 Land Planning
 Construction Management

Think Architecture

744 W. 200 S. STE. 200, PARK CITY, UTAH 84302
 435.266.1100 • 435.266.1101 • www.thinkarch.com

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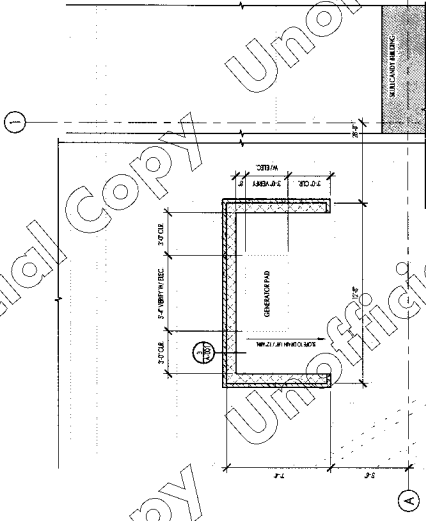
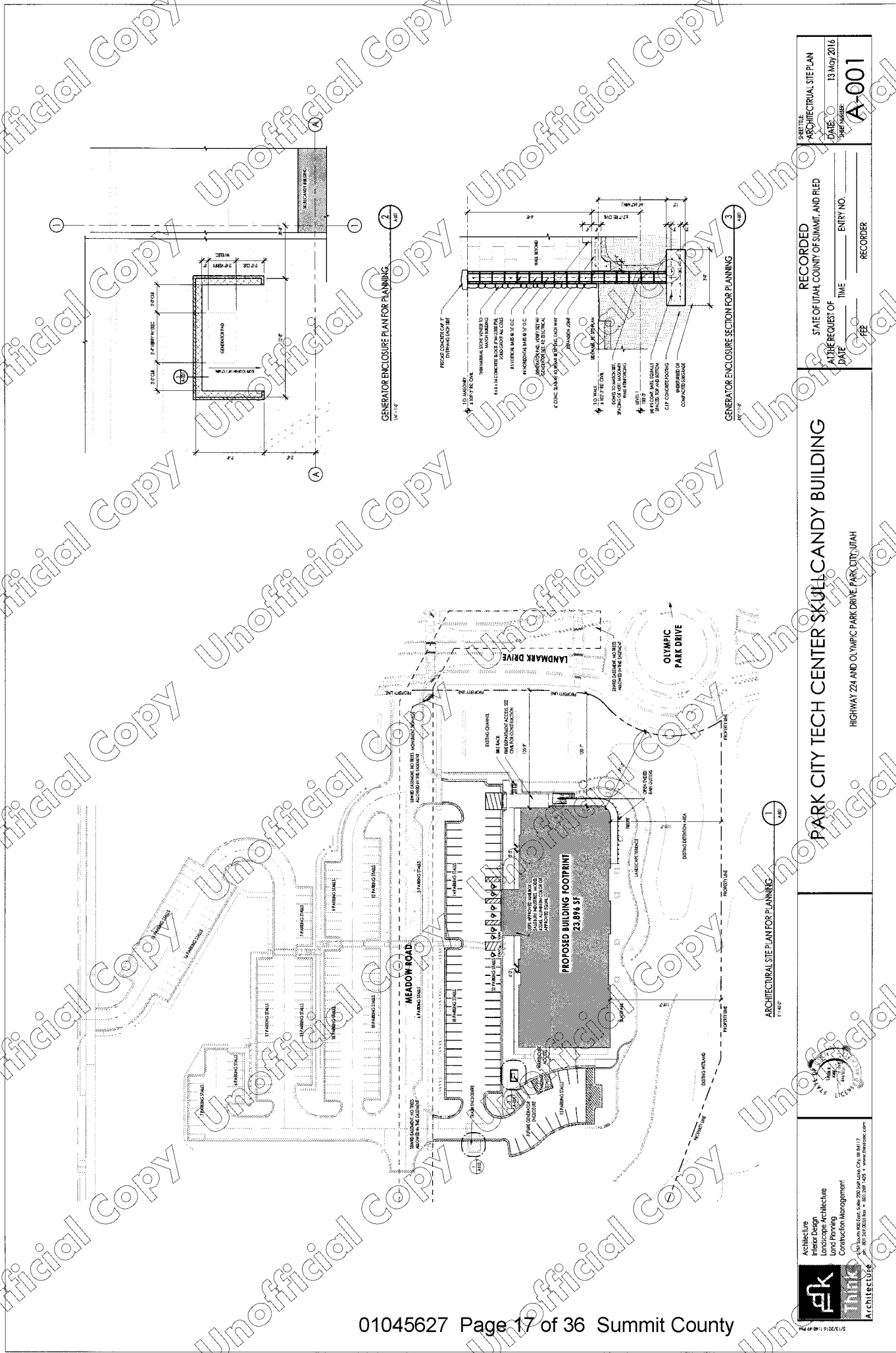

SHEET TITLE
ARCHITECTURAL SITE PLAN
DATE 13 May 2016
SHEET NUMBER
A-001

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND RIED
AT THE REQUEST OF
DATE TIME ENTRY NO.
DATE TIME ENTRY NO.
FEE RECORDER

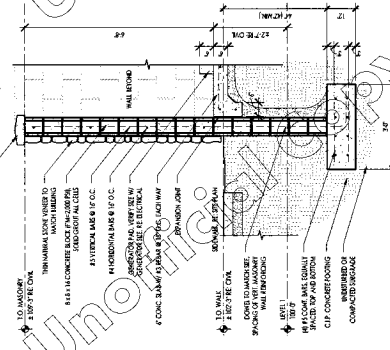
PARK CITY TECH CENTER SKULLCANDY BUILDING
HIGHWAY 224 AND OLYMPIC PARK DRIVE, PARK CITY, UTAH

ARCHITECTURAL SITE PLAN FOR PLANNING
FILE # 17-002

pk Architecture
Interior Design
Landscape Architecture
Land Planning
Construction Management
1005 Main Street, Suite 200 Park City, Utah 84317
Tel: 435.249.8552 Fax: 435.249.8555 www.pka.com

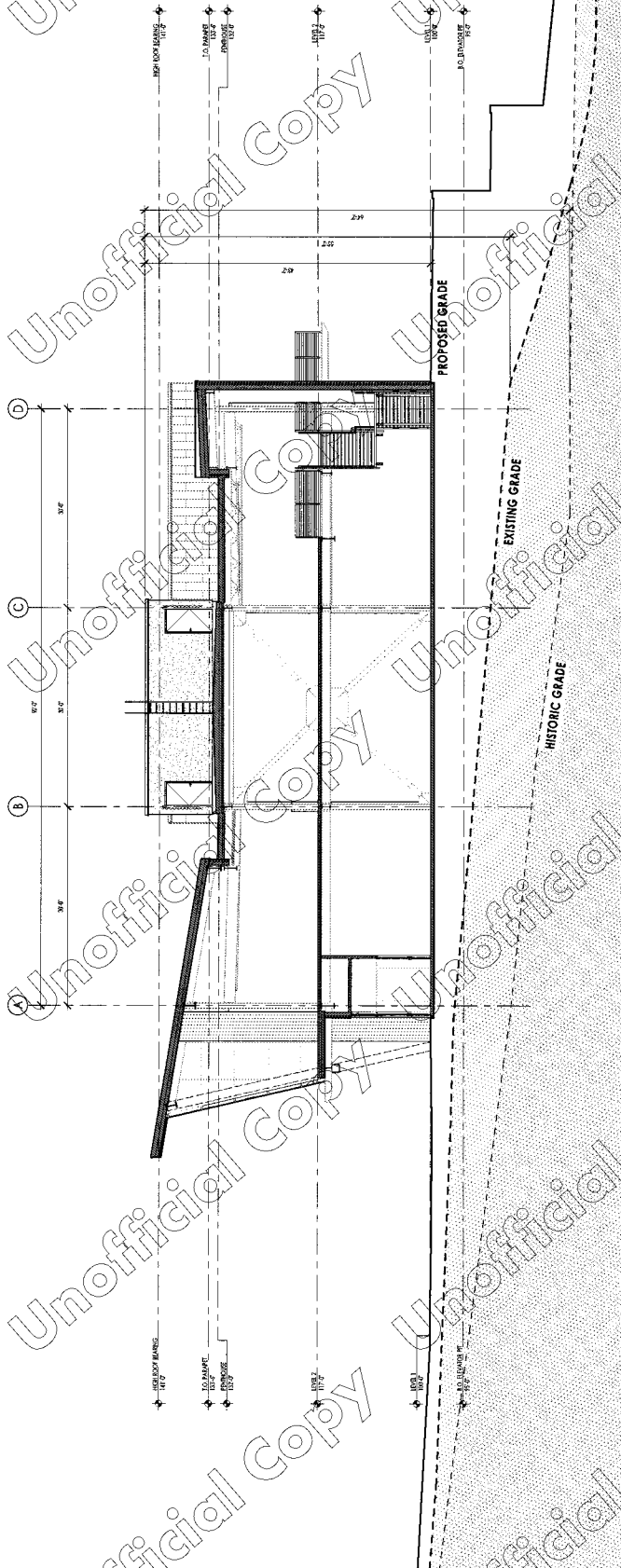


GENERATOR ENCLOSURE PLAN FOR PLANNING
T-16.172



GENERATOR ENCLOSURE SECTION FOR PLANNING
T-16.174

Unofficial Copy

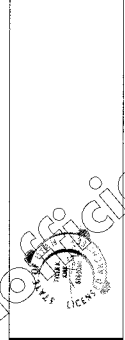


SITE SECTION
1/8" = 1'-0"

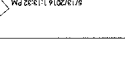
PROJECT: _____
SITE SECTION: _____
DATE: 13 MAY 2016
SCALE: _____
DRAWN BY: _____

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF: _____
DATE: _____ TIME: _____ ENTRY NO.: _____
RECORDER: _____

PARK CITY TECH CENTER SKULLCANDY BUILDING
HIGHWAY 224 AND OLYMPIC PARK DRIVE, PARK CITY, UTAH



Architecture
Interior Design
Landscape Architecture
Land Planning
Construction Management
370 South 200 East, Suite 200 Salt Lake City, UT 84117
PH: 801.261.0222 FAX: 801.261.4225 • www.mhac.com



GENERAL SHEET NOTES

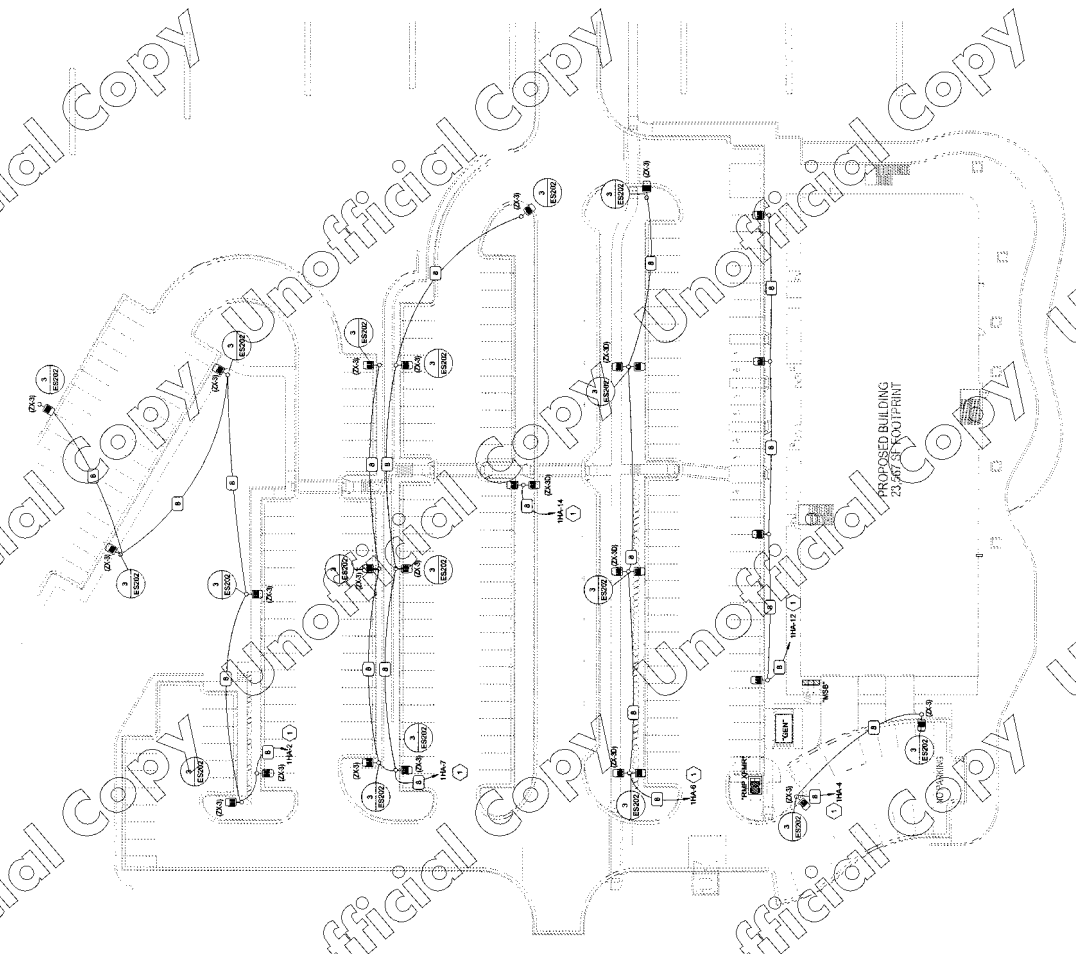
1. THE ELECTRICAL CONTRACTOR SHALL MEET WITH THE OWNER'S REPRESENTATIVE WITHIN 14 DAYS OF THE DATE OF THE CONTRACT TO REVIEW THE ELECTRICAL REQUIREMENTS AND TO OBTAIN ANY NECESSARY INFORMATION FROM THE OWNER'S REPRESENTATIVE. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
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SHEET KEYNOTES

RIGHT THROUGH LIGHTING CONTROL PANEL. PROVIDE LIGHTING CONTROL PANEL WITH INTEGRAL PROCESSOR, ASTRONOMICAL TIME CLOCK, AND EXTERIOR PHOTOCELL. EXTERIOR LIGHT FIXTURES SHALL TURN ON AT DUSK AND OFF AT DAWN. EXTERIOR LIGHT FIXTURES SHALL TURN ON AT DUSK AND OFF AT DAWN. EXTERIOR LIGHT FIXTURES SHALL TURN ON AT DUSK AND OFF AT DAWN.

SEQUENCE OF OPERATION

EXTERIOR LIGHT FIXTURES SHALL BE CONTROLLED BY A LIGHTING CONTROL PANEL WITH INTEGRAL PROCESSOR, ASTRONOMICAL TIME CLOCK, AND EXTERIOR PHOTOCELL. EXTERIOR LIGHT FIXTURES SHALL TURN ON AT DUSK AND OFF AT DAWN. EXTERIOR LIGHT FIXTURES SHALL TURN ON AT DUSK AND OFF AT DAWN. EXTERIOR LIGHT FIXTURES SHALL TURN ON AT DUSK AND OFF AT DAWN.



SHEET NO. **ES101.**
DATE: 05 MAY 2016
SHEET NUMBER

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND RILED
AT THE REQUEST OF
DATE: _____ TIME: _____ ENTRY NO. _____
FEE: _____ RECORDER

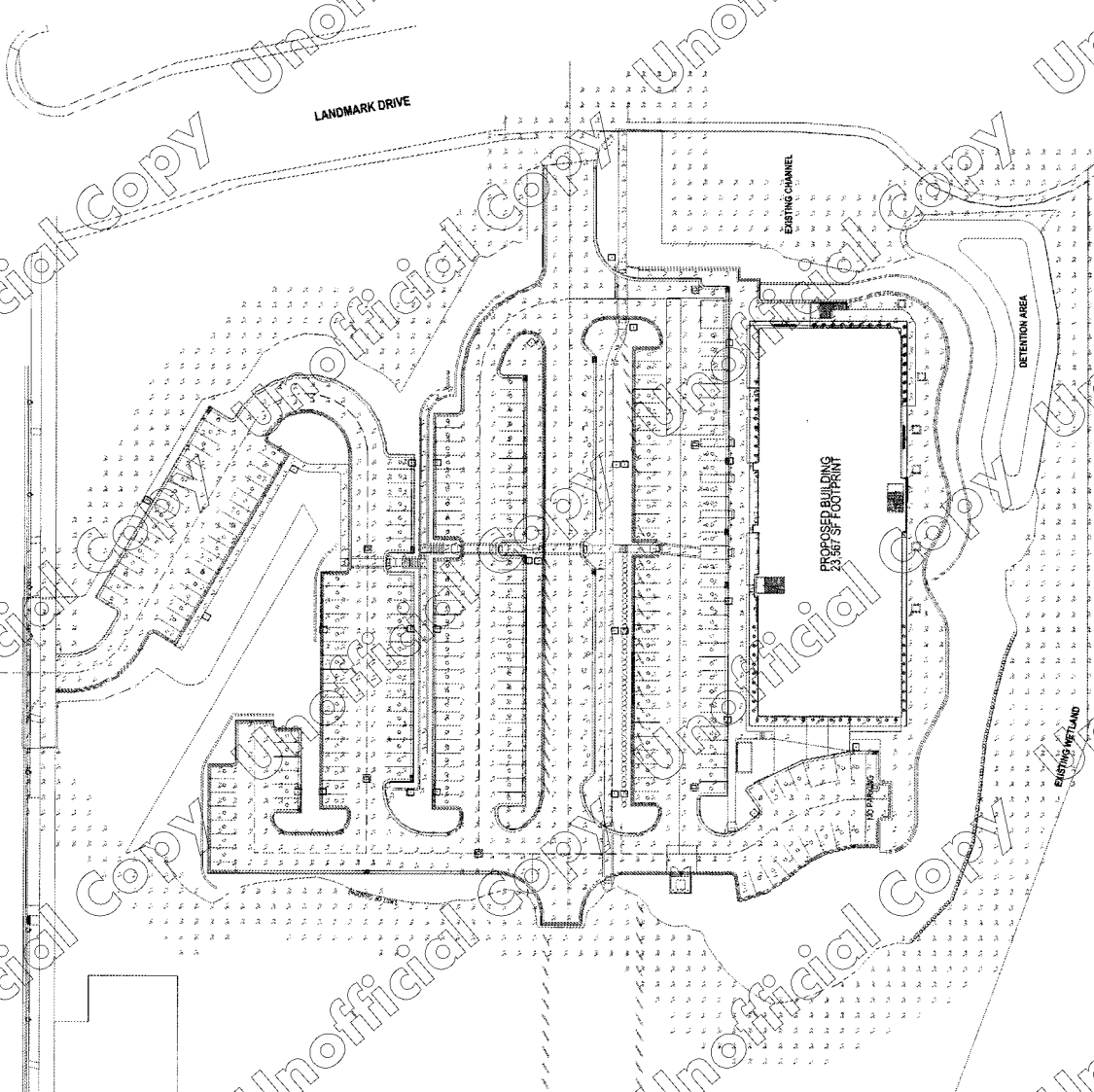
PARK CITY - TECH CENTER - SKULLCANDY BUILDING
HIGHWAY 224 AND OLYMPIC PARK DRIVE, PARK CITY, UT



1 ELECTRICAL SITE PLAN
SCALE: 1" = 50'-0"

Architecture
Interior Design
Landscape Architecture
Land Planning
Construction Management

Little Spencer Architects, Inc.
100 South 900 East, Suite 200 Salt Lake City, UT 84117
PH: 801.291.0338 Fax: 801.291.1255 • www.little-spencer.com



CALCULATIONS SUMMARY				
LABEL	CALC TYPE	UNITS	FAVX	FAVX
BUILDING WALKWAYS	ILLUMINANCE FC	4.2	20.0	0.8
PARKING 1 BY BUILDING	ILLUMINANCE FC	2.4	7.2	0.1
PARKING 2 AND ROAD	ILLUMINANCE FC	2.0	8.5	0.1
PARKING 3 AND 4	ILLUMINANCE FC	2.2	8.5	0.2
PARKING 3 AND 4 AND ROAD	ILLUMINANCE FC	1.1	1.9	0.7
PARKING 4	ILLUMINANCE FC	1.5	5.2	0.6
FRESHWASS	ILLUMINANCE FC	0.1	0.9	0.0
WALKWAY 1	ILLUMINANCE FC	2.5	8.4	0.6
WALKWAY 2	ILLUMINANCE FC	1.7	2.8	0.7
WALKWAY 3	ILLUMINANCE FC	1.3	1.6	1.0

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND RIED
AT THE REQUEST OF _____ ENTRY NO. _____
DATE _____ TIME _____

SHEET NUMBER
DATE
06 MAY 2016

ES201.
RECORDED

PARK CITY - TECH CENTER - SKULLCANDY BUILDING
HIGHWAY 224 AND OLYMPIC PARK DRIVE, PARK CITY, UT



Architecture
Interior Design
Landscape Architecture
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1000 Main Street, Suite 200, Park City, UT 84302
801.799.0000 fax 801.799.4255 • www.hnrcorp.com

HNRCORP
ARCHITECTURE

2 BASIS OF DESIGN - 2X3 AND 2X3-30 SEEL LIGHT FIXTURE SCHEDULE

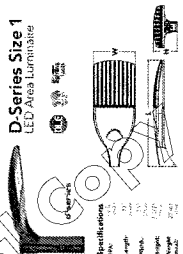


Table with columns for Specifications (Luminaire, Voltage, Height, Weight) and a table listing fixture models and their corresponding quantities.

2 BASIS OF DESIGN - HPL-1 SEEL LIGHT FIXTURE SCHEDULE

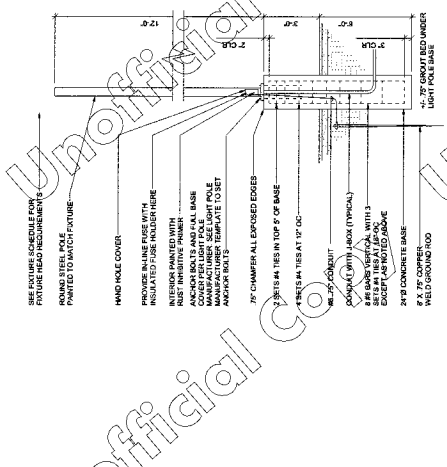


Table with columns for Specifications (Luminaire, Voltage, Height, Weight) and a table listing fixture models and their corresponding quantities.

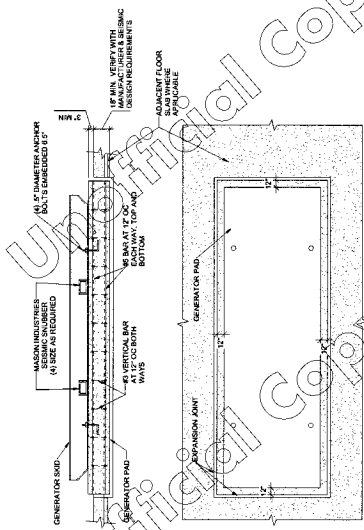
3 BASIS OF DESIGN - SEELIGHT SPECIFICATIONS



Introduction: The Seelight will function to provide a... Specifications: Voltage, Height, Weight... Accessories: Hubbell Busbar Accessories.



3 GENERATOR PAD DETAIL SCALE: 1/8" = 1'-0"



1 GENERATOR RESTRAINT DETAIL SCALE: 1/8" = 1'-0"

Professional seal and logo for AK Architecture, Inc., including contact information for interior design, landscape architecture, and construction management.

PARK CITY - TECH CENTER - SKULLCANDY BUILDING
HIGHWAY 224 AND OLYMPIC PARK DRIVE, PARK CITY, UT

RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF DATE TIME ENTRY NO. RECORDER
PROJECT: ELECTRICAL SITE LIGHTING DETAILS DATE: 06 MAY 2016 SHEET NUMBER: ES202.

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BASIS OF DESIGN - WP-3 - SEE LIGHT FIXTURE SCHEDULE

EDGE FX3 WET



Table with columns: FINISH, SPECIFICATION, COMMENTS, and NOTES. It lists various material and finish specifications for the project.

BASIS OF DESIGN - WP-3 - SEE LIGHT FIXTURE SCHEDULE

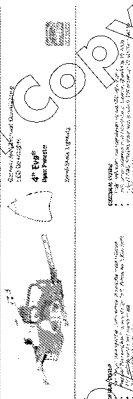


Table with columns: FINISH, SPECIFICATION, COMMENTS, and NOTES. It lists various material and finish specifications for the project.

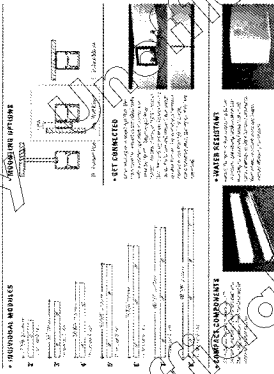
BASIS OF DESIGN - WP-3 - SEE LIGHT FIXTURE SCHEDULE

LUMIERE

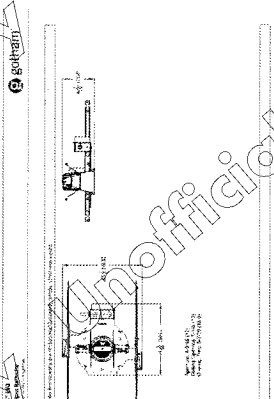


Table with columns: FINISH, SPECIFICATION, COMMENTS, and NOTES. It lists various material and finish specifications for the project.

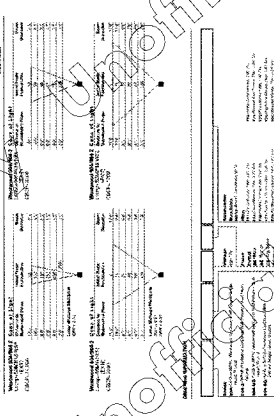
PROVIDER MARKETS



PROVIDER MARKETS



PROVIDER MARKETS



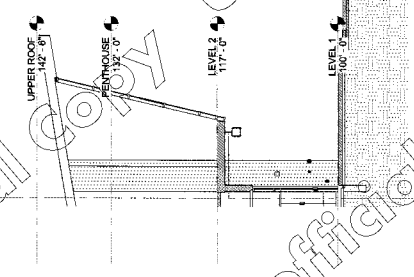
Logo for Architecture, Interior Design, Landscape Architecture, and Land Planning. Includes contact information for Little Architecture.



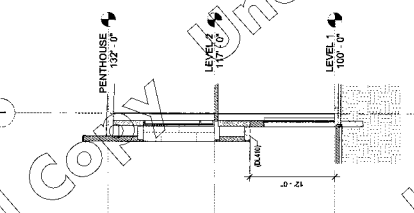
PARK CITY - TECH CENTER - SKULLCANDY BUILDING
HIGHWAY 224 AND OLYMPIC PARK DRIVE (PARK CITY, UT)

RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF DATE TIME ENTRY NO. RECORDER
SHEET TITLE ELECTRICAL SITE LIGHTING DETAILS DATE 05 MAY 2016 SHEET NUMBER ES203.

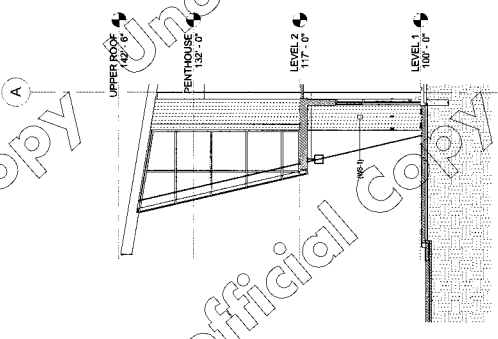
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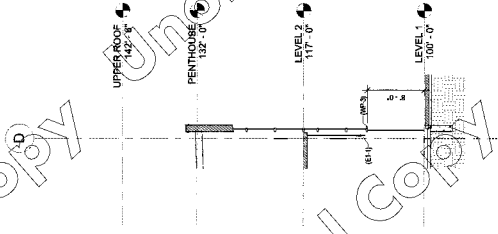
2 CANOPY
SCALE: 1/8" = 1'-0"



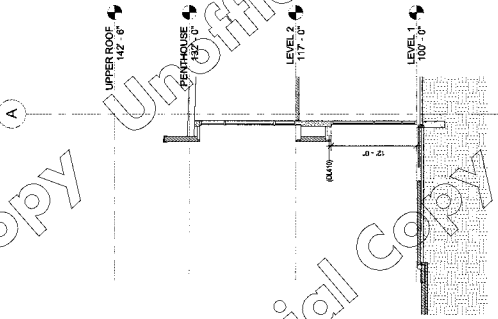
7 SIDE FACADE
SCALE: 1/8" = 1'-0"



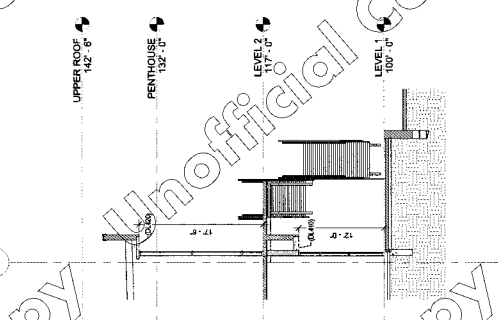
1 CANOPY
SCALE: 1/8" = 1'-0"



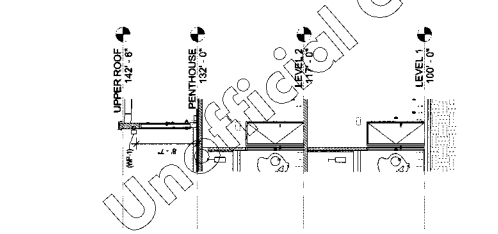
3 EGRESS DOOR
SCALE: 1/8" = 1'-0"



4 FRONT FACADE
SCALE: 1/8" = 1'-0"



5 STAIRS
SCALE: 1/8" = 1'-0"



6 PENTHOUSE
SCALE: 1/8" = 1'-0"



Architecture
Interior Design
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300 South 200 East, Suite 200, Park City, UT 84117
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PARK CITY - TECH CENTER - SKULLCANDY BUILDING

HIGHWAY 224 AND OLYMPIC PARK DRIVE / PARK CITY, UT

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND REID
AT THE REQUEST OF
DATE _____ TIME _____ ENTRY NO. _____
FEE _____ RECORDER _____

SHELLIE
ELECTRICAL SITE LIGHTING
DETAILS
DATE: 05 MAY 2016
SHEET NO. ES204.

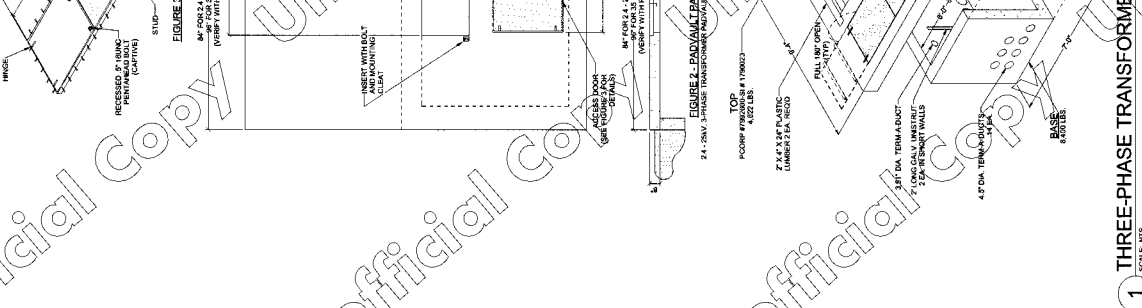
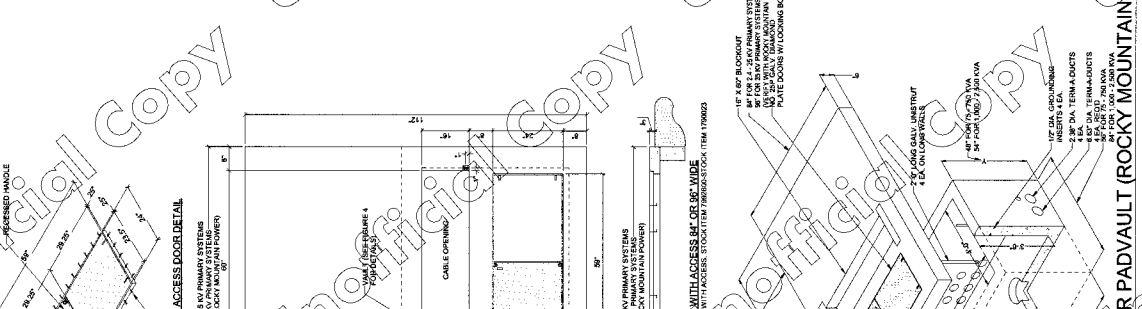
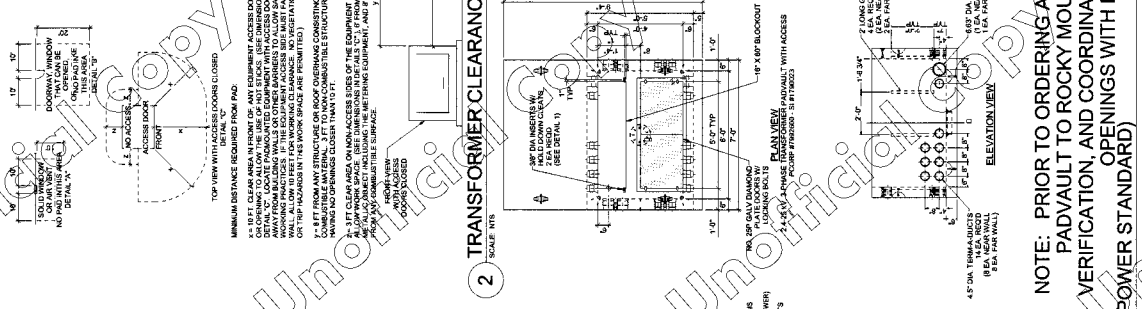
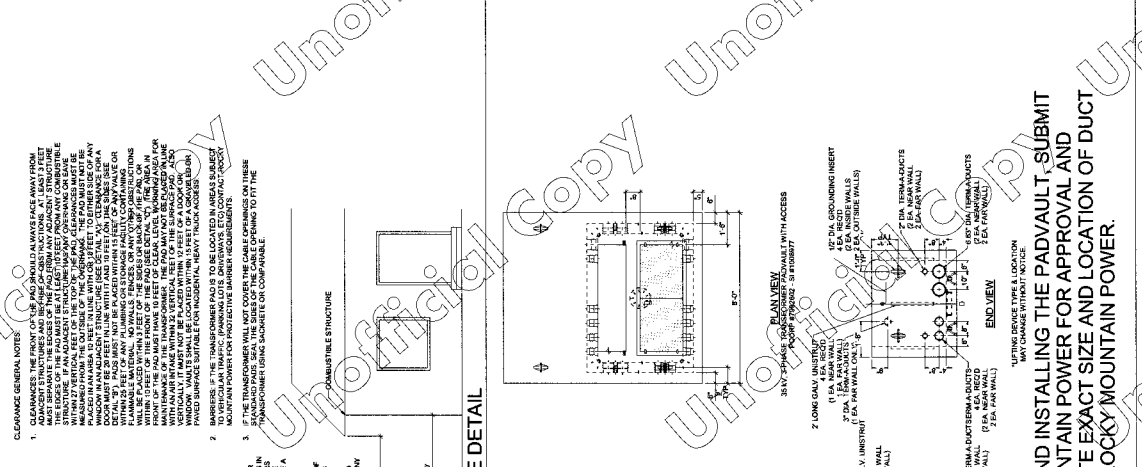
GENERAL SHEET NOTES

- CLEARANCE GENERAL NOTES:
 - CLEARANCES: THE FRONT OF THE PAD SHALL BE MAINTAINED 6" CLEAR FROM THE ADJACENT SIDEWALK OR DRIVE. THE CLEARANCE SHALL BE MAINTAINED FROM THE ADJACENT SIDEWALK OR DRIVE TO THE REAR OF THE PAD. THE CLEARANCE SHALL BE MAINTAINED FROM THE ADJACENT SIDEWALK OR DRIVE TO THE REAR OF THE PAD. THE CLEARANCE SHALL BE MAINTAINED FROM THE ADJACENT SIDEWALK OR DRIVE TO THE REAR OF THE PAD.
 - MINIMUM CLEARANCE REQUIRED FROM PAD:
 - TOP WITH WALK ACCESS: 6" CLEAR
 - DETAIL "A"
 - MINIMUM CLEARANCE REQUIRED FROM PAD: 6" CLEAR
 - TOP WITH WALK ACCESS: 6" CLEAR
 - DETAIL "A"
 - TRANSFORMER CLEARANCE DETAIL:
 - TRANSFORMER CLEARANCE DETAIL: 6" CLEAR
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 - TRANSFORMER PAD WITH ACCESS DOOR DETAIL: 6" CLEAR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
DATE _____ TIME _____ ENTRY NO. _____
BY _____ PER _____ RECORDER _____

DATE _____ TIME _____ ENTRY NO. _____
BY _____ PER _____ RECORDER _____

DATE _____ TIME _____ ENTRY NO. _____
BY _____ PER _____ RECORDER _____



GENERAL SHEET NOTES

- TRANSFORMER PAD WITH ACCESS DOOR DETAIL:
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GENERAL SHEET NOTES

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GENERAL SHEET NOTES

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GENERAL SHEET NOTES

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GENERAL SHEET NOTES

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ARCHITECTURE

ARCHITECTURE

ARCHITECTURE

PARK CITY - TECH CENTER - SKULLCANDY BUILDING
HIGHWAY 224 AND OLYMPIC PARK DRIVE PARK CITY, UT

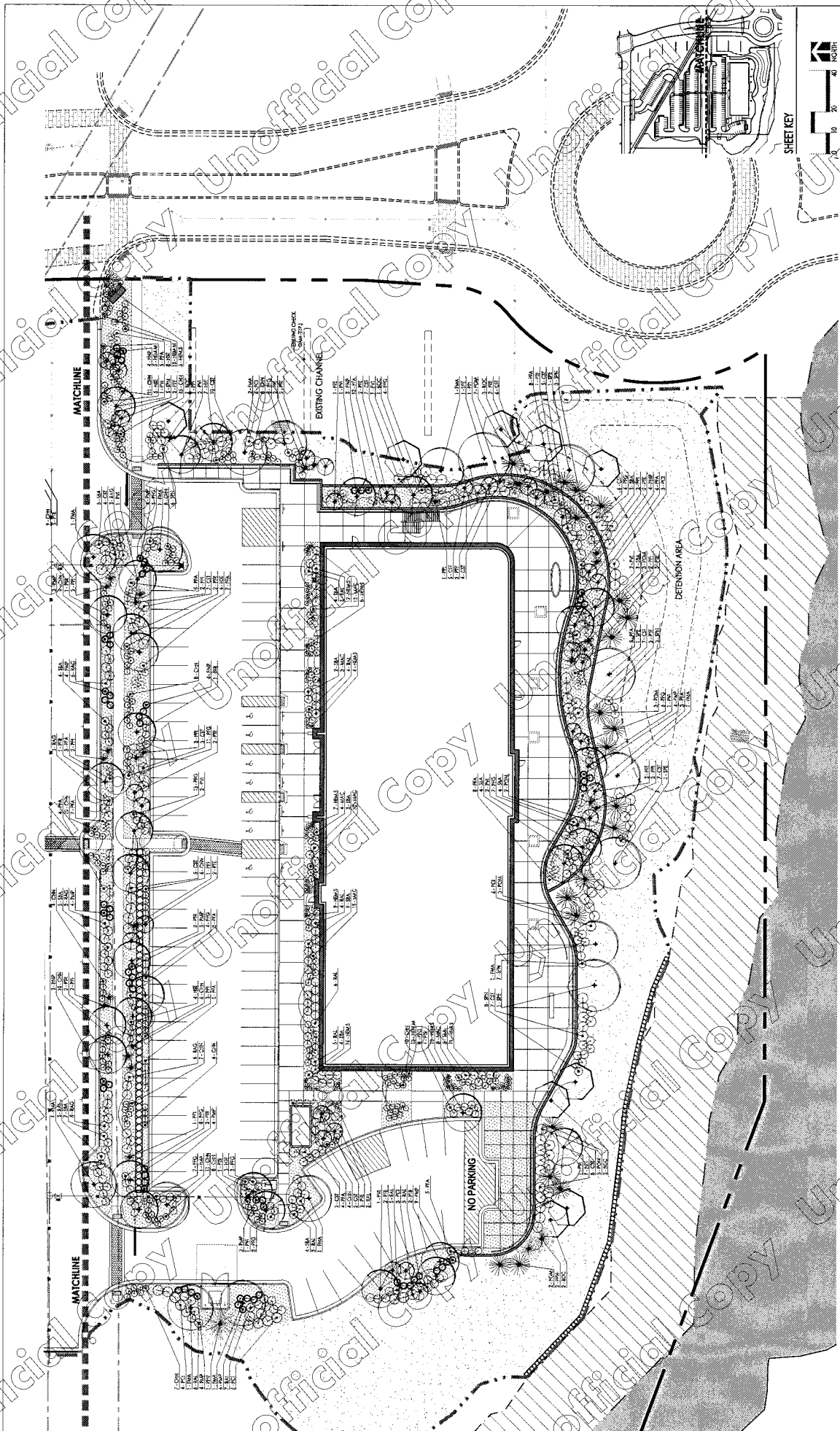
THREE-PHASE TRANSFORMER PADVAULT (ROCKY MOUNTAIN POWER STANDARD)
SCALE: 1/8"

ARCHITECTURE

ARCHITECTURE

ARCHITECTURE

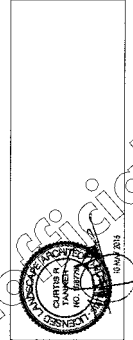
01045627 Page 24 of 36 Summit County



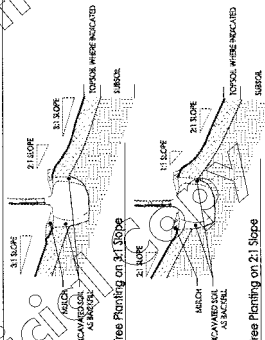
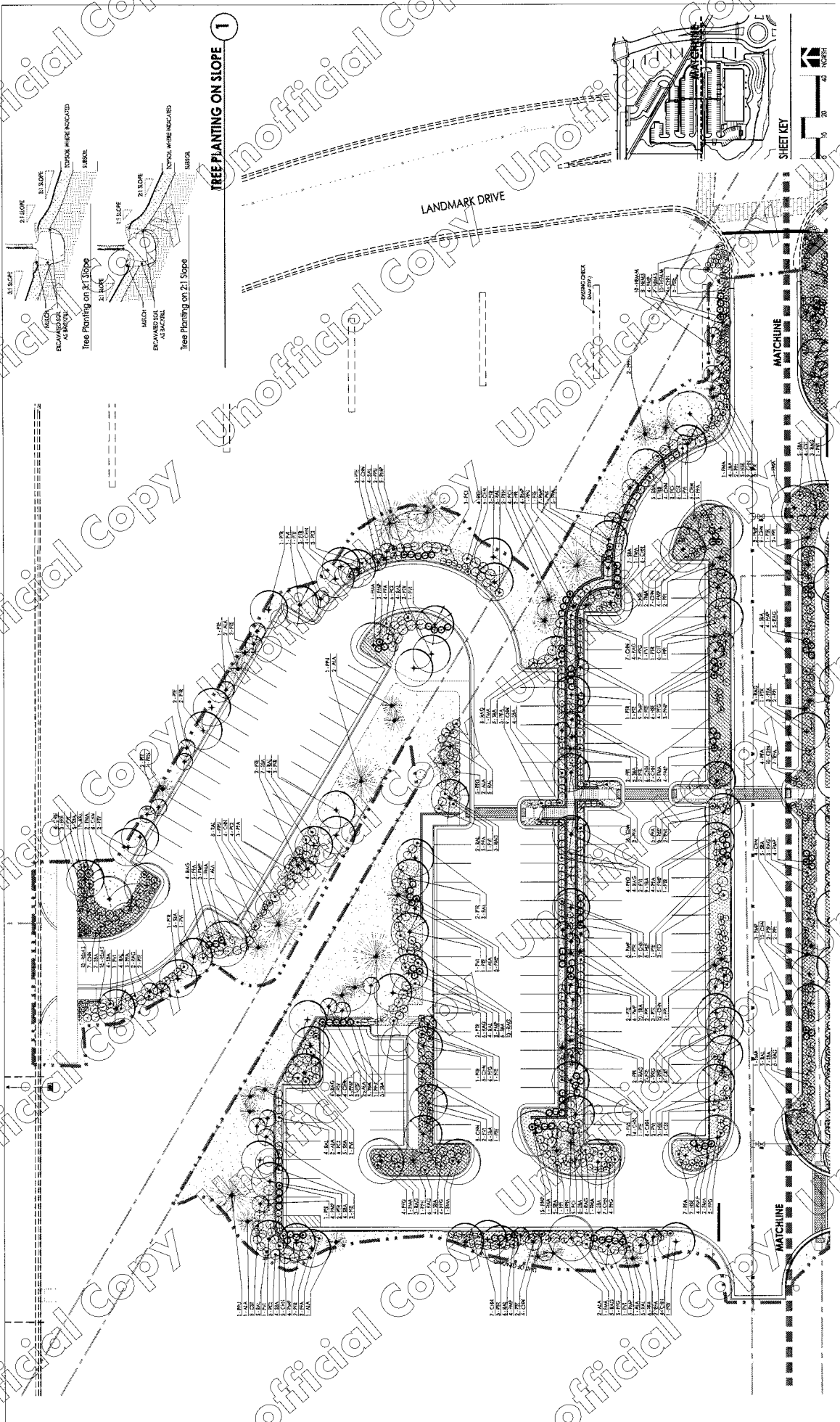
SHEET TITLE: **PLANNING PLAN**
 DATE: **11 MAY 2016**
 SHEET NUMBER: **1101**

RECORDED
 STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
 AT THE REQUEST OF
 DATE: _____ TIME: _____ ENTRY NO.: _____
 FEE: _____ RECORDER: _____

PARK CITY TECH CENTER SKULCANDY BUILDING
 HIGHWAY 22 AND OLYMPIC PARK DRIVE, PARK CITY, UTAH



think ARCHITECTURE
 Architecture
 Interior Design
 Landscape Architecture
 Land Planning
 Construction Management
 201 S. 200 W. 2000 Salt Lake City, UT 84119
 PH: 801.379.2025 FAX: 801.379.4225 WWW.THINKARC.COM



SHEET TITLE: PLANTING PLAN
 DATE: 11 MAY 2016
 SHEET NUMBER: E102

RECORDED
 STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
 AT THE REQUEST OF
 DATE: _____ TIME: _____ ENTRY NO. _____
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PARK CITY TECH CENTER SKULLCANDY BUILDING
 HIGHWAY 224 AND OLYMPIC PARK DRIVE PARK CITY, UTAH



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 Landscape Architecture
 Land Planning
 Construction Management
 300 South 900 East, Suite 200 Salt Lake City, UT 84117
 Tel: 801.231.0200 Fax: 801.231.1525 • www.ark.com

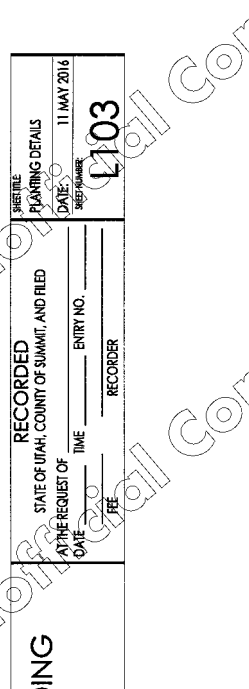
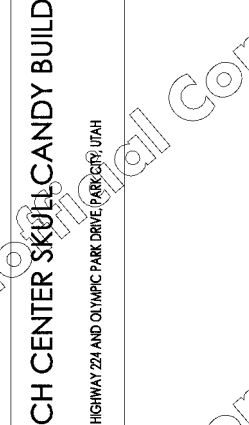
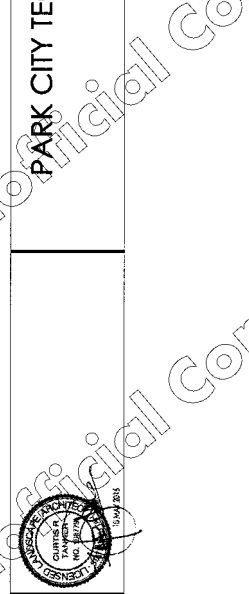
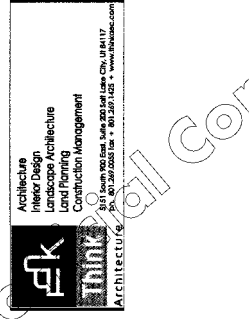
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	DATE: 11 MAY 2016
	1103
	RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FIELD
 AT THE REQUEST OF _____
 DATE _____ TIME _____ ENTRY NO. _____
 DRAWING NO. _____ RECORDED _____

pk ARCHITECTURE
 1100 WEST 200 SOUTH, SUITE 200, SALT LAKE CITY, UT 84143
 TEL: 801.224.3333 FAX: 801.224.3334 WWW.PKARCH.COM

Think ARCHITECTURE



LANDSCAPE NOTES

- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR PLANTING, INCLUDING CONSTRUCTION, PLANTING, AND MAINTENANCE. CONTRACTOR SHALL OBTAIN APPROVAL FROM ALL AGENCIES INVOLVED IN THE PROJECT.
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PLANT SCHEDULE

SYMBOL	QTY	SYMBOL	QTY	SYMBOL	QTY
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PLANTING NOTES

- ALL PLANTS SHALL BE SUPPLIED BY THE CONTRACTOR AND SHALL BE OF THE QUALITY SPECIFIED IN THE PLANT SCHEDULE.
- PLANTS SHALL BE PLANTED AT THE SPECIFIED SPACING AND DEPTH.
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PERENNIAL PLANTING

PERENNIAL PLANTING

PERENNIAL PLANTING

SHRUB PLANTING

SHRUB PLANTING

SHRUB PLANTING

DECIDUOUS TREE PLANTING

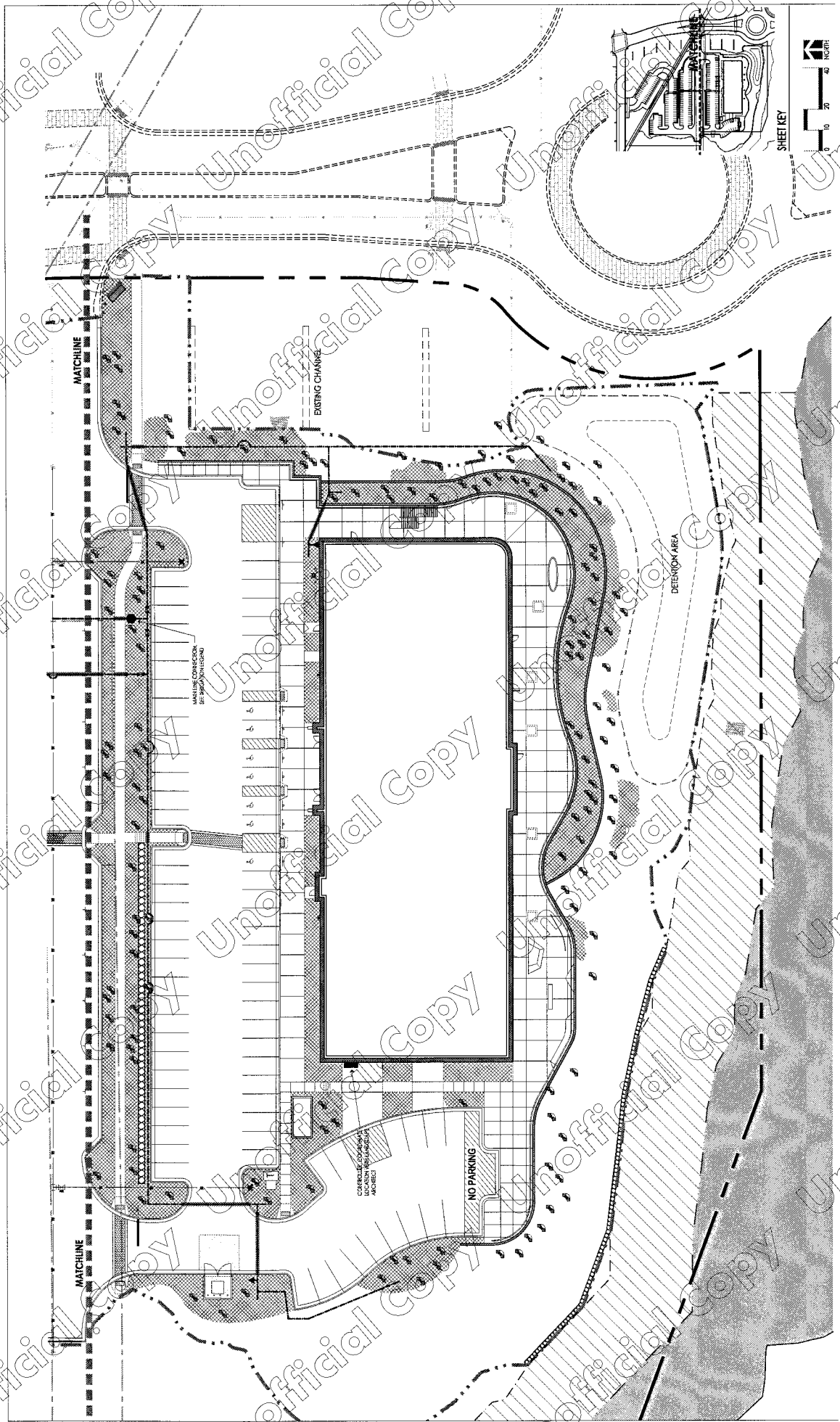
DECIDUOUS TREE PLANTING

DECIDUOUS TREE PLANTING

EVERGREEN TREE PLANTING

EVERGREEN TREE PLANTING

EVERGREEN TREE PLANTING



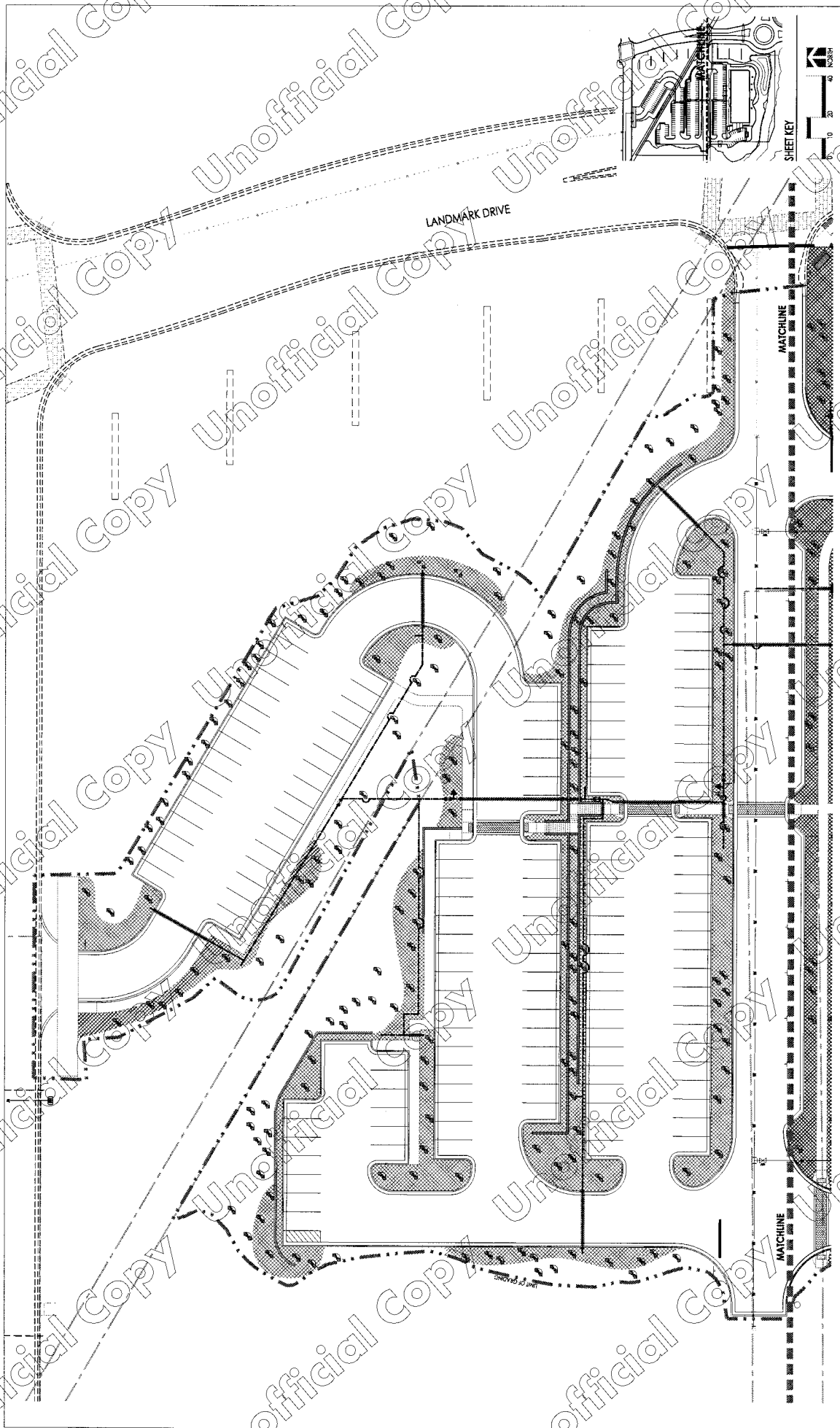
SHEET TITLE: IRRIGATION PLAN
 DATE: 11 MAY 2016
 SHEET NUMBER: IR101

RECORDED
 STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
 AT THE REQUEST OF _____
 DATE _____ TIME _____ ENTRY NO. _____
 FEE _____ RECORDER _____

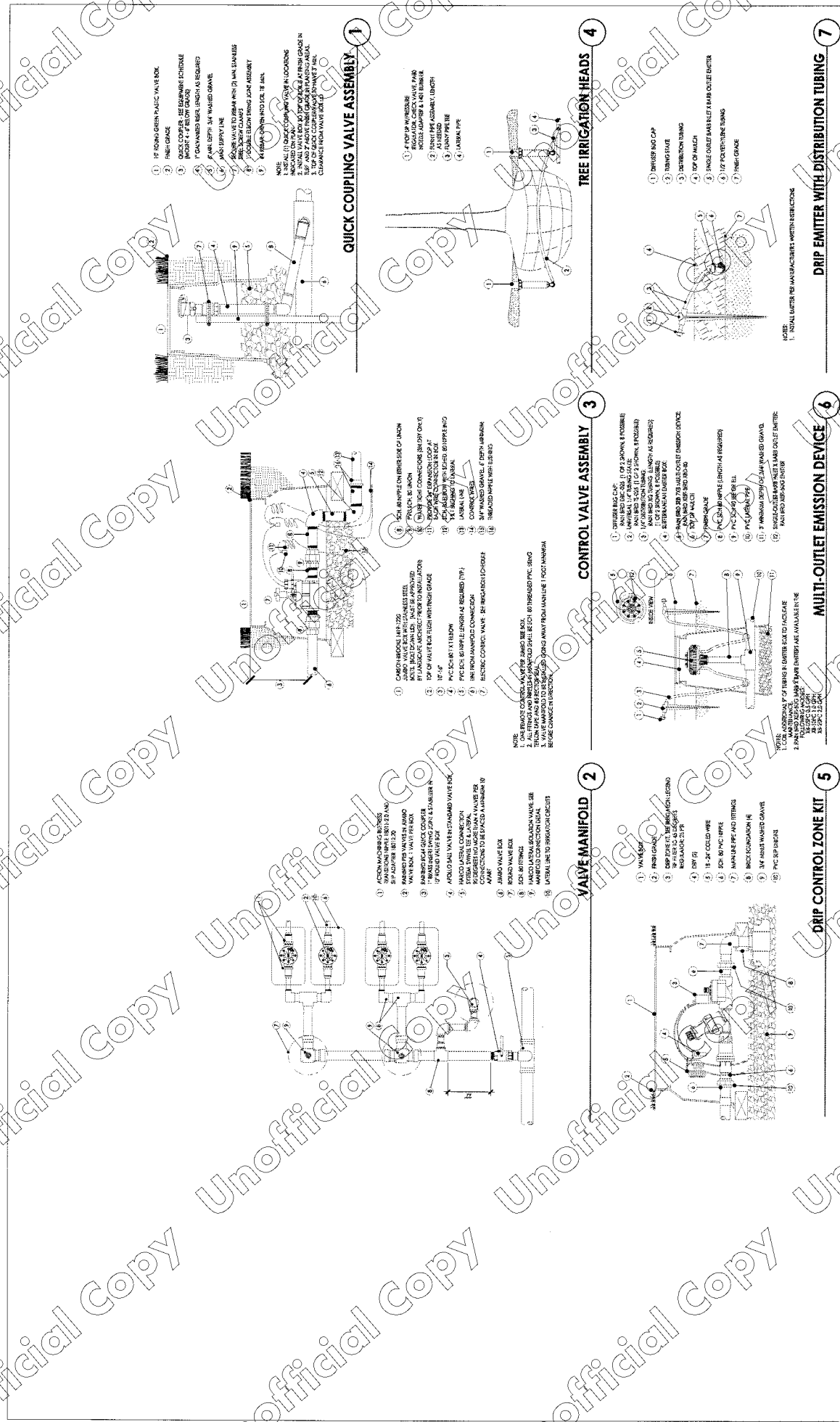
PARK CITY TECH CENTER SKULLCANDY BUILDING
 HIGHWAY 224 AND OLYMPIC PARK DRIVE PARK CITY, UTAH

Architecture
 Interior Design
 Landscape Architecture
 Land Planning
 Construction Management
 457 South 100 West, Suite 200 Salt Lake City, UT 84117
 PH: 801.379.0258 FAX: 801.379.1125 WWW.PDMAC.COM

TRAVIS R. HINES
 ARCHITECTURE



	ARCHITECTURE INTERIOR DESIGN LANDSCAPE ARCHITECTURE LAND PLANNING CONSTRUCTION MANAGEMENT 100 W. MAIN STREET, SUITE 200, PARK CITY, UT 84302 PH: 435.241.2000 FAX: 435.241.1005 WWW.PARKCITYTHINK.COM	RECORD TITLE IRIGATION PLAN DATE 11 MAY 2016 SHEET NUMBER IR102
	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF DATE _____ TIME _____ ENTRY NO. _____ FEE _____ RECORDER _____	PARK CITY TECH CENTER SKULLICANDY BUILDING HIGHWAY 224 AND OLYMPIC PARK DRIVE, PARK CITY, UTAH



- 1**
1. 1/2" ROUND GREEN PLASTIC VALVE BOX
 2. QUICK COUPLER
 3. QUICK COUPLER ASSEMBLY KIT (INCLUDES 1/2" ROUND GREEN PLASTIC VALVE BOX)
 4. 1/2" ROUND GREEN PLASTIC VALVE BOX
 5. 1/2" ROUND GREEN PLASTIC VALVE BOX
 6. 1/2" ROUND GREEN PLASTIC VALVE BOX
 7. 1/2" ROUND GREEN PLASTIC VALVE BOX

QUICK COUPLING VALVE ASSEMBLY

- 2**
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 7. 1/2" ROUND GREEN PLASTIC VALVE BOX

7

- 8**

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

DATE: 11 MAY 2016
SHEET NUMBER: IR 104

DATE: _____ TIME: _____ ENTRY NO. _____
FEE: _____ RECORDER: _____

PARK CITY TECH CENTER SKULLCANDY BUILDING
HIGHWAY 24 AND OLYMPIC PARK DRIVE, PARK CITY, UTAH

EXHIBIT C

COST OF CONSTRUCTION PE ESTIMATE

(Insert Cost of Construction PE Estimate after this Page)

COST OF CONSTRUCTION PE ESTIMATE

Project: Skullcandy Core, Shell & Site Improvements					
Item No.	Description (provide for each item list(s))	Unit (unit of measurement)	Quantity	Unit Cost (\$)	Total Cost (\$)
1	Earthwork				
	Mobilization	LS	1.00	\$ 10,592.17	\$ 10,592.17
	Clear And Grubbing	SF	239599.00	\$ 0.18	\$ 43,127.82
	Excavate To Subgrade To +/- .10	CY	7844.00	\$ 6.95	\$ 54,515.80
	Import Fill Material	TON	22064.00	\$ 18.57	\$ 409,728.48
	Rough Grade	SF	216032.00	\$ 0.18	\$ 38,885.76
	Footing Excavation & Backfill	CY	7653.00	\$ 2.89	\$ 22,117.17
	4" Of 1" Rock For Concrete Pad Prep	SF	23567.00	\$ 0.99	\$ 23,331.33
	Over Excavate Building	CY	7906.00	\$ 12.03	\$ 95,109.18
	Concrete Prep	LS	1.00	\$ 61,336.15	\$ 61,336.15
	Concrete Collar	LS	1.00	\$ 4,368.44	\$ 4,368.44
	Subtotal				\$ 763,112.30
2	SWPPP				
	Construction Entrance	LS	1.00	\$ 3,596.45	\$ 3,596.45
	Silt Fence	LF	1395.00	\$ 2.17	\$ 3,027.15
	Inlet Protection	EA	11.00	\$ 133.65	\$ 1,470.15
	Sweeping	HR	74.00	\$ 164.03	\$ 12,138.22
	Inspections & Reporting	LS	1.00	\$ 7,000.00	\$ 7,000.00
	Subtotal				\$ 27,231.97
3	Water & Sewer				
	6" PVC	LF	105.00	\$ 55.95	\$ 5,874.75
	6" Cleanout	EA	3.00	\$ 367.42	\$ 1,102.26
	Bedding Gravel	TON	35.00	\$ 31.23	\$ 1,093.05
	Connect to Existing	EA	2.00	\$ 3,078.29	\$ 6,156.58
	12" PVC	LF	428.00	\$ 41.25	\$ 17,654.00
	8" Ductile Iron	LF	169.00	\$ 44.02	\$ 7,439.38
	8" 90° Bend	EA	1.00	\$ 675.78	\$ 675.78
	8" 45° Bend	EA	4.00	\$ 630.80	\$ 2,523.20
	Fire Riser	EA	1.00	\$ 5,725.61	\$ 5,725.61
	Fire Hydrant	EA	2.00	\$ 8,793.15	\$ 17,586.30
	Blow Off	EA	1.00	\$ 3,336.11	\$ 3,336.11
	Bedding Sand	TON	254.00	\$ 23.19	\$ 5,890.26
	Subtotal				\$ 73,222.99
4	Storm Drain				
	18" RCP	LF	1375.00	\$ 44.76	\$ 61,545.00
	15" RCP	LF	100.00	\$ 42.76	\$ 4,276.00
	12" RCP	LF	78.00	\$ 35.71	\$ 2,785.38
	6" PVC	LF	23.00	\$ 30.24	\$ 695.52
	48" Manhole	EA	8.00	\$ 3,409.02	\$ 27,272.16
	Curb Inlet	EA	13.00	\$ 2,515.91	\$ 32,706.83
	18" Flared End Section	EA	1.00	\$ 943.19	\$ 943.19
	12" Flared End Section	EA	1.00	\$ 479.81	\$ 479.81
	Underground Detention Basin	EA	1.00	\$ 65,551.45	\$ 65,551.45
	Bedding Gravel	TON	868.00	\$ 31.23	\$ 27,107.64
	Subtotal				\$ 223,362.98
5	Site Concrete				
	24" Curb & Gutter	LF	4998.00	\$ 14.62	\$ 73,070.76
	Set Inlet Grate & Frame	EA	14.00	\$ 562.77	\$ 7,878.78
	4" Sidewalk-Hand Tooled Joints	SF	17581.00	\$ 4.00	\$ 70,324.00
	ADA Ramp	LF	90.00	\$ 68.94	\$ 6,204.60
	6" Sidewalk	SF	675.00	\$ 5.66	\$ 3,820.50
	6.5" Concrete Paving	SF	4152.00	\$ 5.92	\$ 24,579.84
	6.5" Dumpster Pad	SF	538.00	\$ 8.25	\$ 4,438.50
	8" Drive Approach	SF	671.00	\$ 7.00	\$ 4,697.00
	Stairs 6" Risers and 12" Treads	LF	208.00	\$ 62.18	\$ 12,933.44
	Subtotal				\$ 187,300.00
6	Retaining Walls				
	Keystone Retaining Wall	SF	15250.00	\$ 14.77	\$ 225,242.50
	Additional Cost For Colored Keystone	SF	15250.00	\$ 1.75	\$ 26,687.50
	Boulder Retaining Wall	SF	1520.00	\$ 17.34	\$ 26,356.80
	Subtotal				\$ 278,286.80
7	Paving				
	12" Thick, Recycled Concrete Base Under HD Paving	SF	28979.00	\$ 0.91	\$ 26,370.89
	8" Thick, Recycled Concrete Base Under LD Paving	SF	63477.00	\$ 0.74	\$ 46,972.98
	4" Thick, 1/2" PG 58-28 (AC-10) Asphalt In HD Areas	SF	28979.00	\$ 2.00	\$ 57,958.00
	3" Thick, 1/2" PG 58-28 (AC-10) Asphalt In LD Areas	SF	63477.00	\$ 1.67	\$ 106,006.59
	Striping	LS	1.00	\$ 2,300.00	\$ 2,300.00
	ADA Signs	EA	7.00	\$ 400.00	\$ 2,800.00
	Subtotal				\$ 205,715.85
8	Landscaping				\$ 280,995.60
9	Surveying				\$ 10,000.00
10	Dumpster Rental				\$ 800.00
11	Temporary Fence				\$ 4,925.00
	Subtotal:				\$ 1,981,730.50
	Contingency (10% of Subtotal)				\$ 198,173.05
	Total:				\$ 2,179,903.55

ASSURANCE

(Insert the proper Assurance after this Page)



Wells Fargo Bank, N.A.
 U.S. Trade Services
 Standby Letters of Credit
 794 Davis Street, 2nd Floor
 MAC A0283-023,
 San Leandro, CA 94577-6922
 Phone: 1(800) 798-2815 Option 1
 E-Mail: sftrade@wellsfargo.com

Irrevocable Standby Letter Of Credit

Number: IS0423490U
Issue Date: May 18, 2016

BENEFICIARY

SUMMIT COUNTY, UTAH
 60 NORTH MAIN STREET
 P.O. BOX 128
 COALVILLE, UTAH 84017

APPLICANT

BOYER SNYDERVILLE JUNCTION, L.C.
 101 SOUTH 200 EAST, SUITE 200
 ATTENTION: BRIAN GOCHNOUR
 SALT LAKE CITY, UTAH 84111

LETTER OF CREDIT ISSUE AMOUNT USD 2,467,275.34 EXPIRY DATE MAY 16, 2019

LADIES AND GENTLEMEN:

RE: IRREVOCABLE LETTER OF CREDIT NO.: IS0423490U
 PROJECT NAME/PHASE: SKULL CANDY SITE IMPROVEMENTS
 SUBDIVISION: PLACE LOCATED AT PARK CITY TECH CENTER
 EXPIRATION DATE: MAY 16, 2019 5:00 P.M.
 SAN LEANDRO, CA, PST

WE HEREBY ISSUE THIS IRREVOCABLE LETTER OF CREDIT IN FAVOR OF SUMMIT COUNTY, UTAH (THE "COUNTY") AND AUTHORIZE THE COUNTY TO DRAW ON WELLS FARGO BANK, N.A., 794 DAVIS STREET, 2ND FLOOR, SAN LEANDRO, CA 94577-6922, ATTN: STANDBY LETTER OF CREDIT DEPARTMENT, WHICH IS LOCATED WITHIN THE STATE OF CALIFORNIA, FOR THE ACCOUNT OF BOYER SNYDERVILLE JUNCTION, L.C., A UTAH LIMITED LIABILITY COMPANY, 101 SOUTH 200 EAST, SUITE 200, SALT LAKE CITY, UTAH 84111 UP TO AN AGGREGATE OF U.S. DOLLARS TWO MILLION FOUR HUNDRED SIXTY SEVEN THOUSAND TWO HUNDRED SEVENTY FIVE AND 34/100 (\$ 2,467,275.34), AVAILABLE BY YOUR DRAFT AT SIGHT DRAWN ON US. WE HAVE BEEN INFORMED BY THE APPLICANT THAT THIS IRREVOCABLE LETTER OF CREDIT IS ISSUED TO SECURE THE COMPLETION AND INSTALLATION OF IMPROVEMENTS (THE "IMPROVEMENTS") REQUIRED UNDER THAT CERTAIN DEVELOPMENT IMPROVEMENTS AGREEMENT ("DIA").

EACH DRAFT MUST BE ACCOMPANIED BY (I) A CERTIFICATION FROM THE SUMMIT COUNTY ENGINEER THAT BOYER SNYDERVILLE JUNCTION, L.C. IS IN DEFAULT UNDER THE TERMS AND CONDITIONS SET FORTH IN THE DIA; (II) BY THIS ORIGINAL IRREVOCABLE LETTER OF CREDIT; AND (III) BY A SIGHT DRAFT SIGNED BY THE COUNTY ENGINEER.

THE ORIGINAL IRREVOCABLE LETTER OF CREDIT SHALL BE RETURNED TO THE COUNTY, IF THE SIGHT DRAFTS ON THE IRREVOCABLE LETTER OF CREDIT HAVE NOT EXHAUSTED THE FULL AMOUNT OF CREDIT.

EACH SIGHT DRAFT UNDER THIS IRREVOCABLE LETTER OF CREDIT MUST STATE, "DRAWN UNDER WELLS FARGO BANK, N.A. TOGETHER WE'LL GO FAR"



WELLS
FARGO

FARGO BANK, N.A., IRREVOCABLE LETTER OF CREDIT NO. IS0423490U, DATED MAY 18, 2016, TO SATISFACTORILY COMPLETE SUCH IMPROVEMENTS AS ARE REQUIRED BY THAT CERTAIN SUMMIT COUNTY DEVELOPMENT IMPROVEMENTS AGREEMENT, DATED (INSERT), AS RECORDED IN THE RECORDS OF THE SUMMIT COUNTY RECORDER AND ANY MODIFICATIONS THERETO." THE WELLS FARGO BANK, N.A. IS ENTITLED TO RELY UPON THE CERTIFICATION FROM THE SUMMIT COUNTY ENGINEER AND WILL HAVE NO OBLIGATION TO INDEPENDENTLY VERIFY THE ACCURACY THEREOF.

THIS IRREVOCABLE LETTER OF CREDIT SHALL EXPIRE MAY 16, 2019 UNLESS THE COUNTY SHALL HAVE RELEASED WELLS FARGO BANK, N.A. FROM ALL FURTHER LIABILITY HEREUNDER UPON THE TIMELY AND SATISFACTORY COMPLETION OF THE IMPROVEMENTS.

THE PROCEEDS OF SAID DRAFTS MAY BE RETAINED AND USED BY THE COUNTY TO MEET ANY EXPENSES ARISING OUT OF THE SATISFACTORY COMPLETION OF THE IMPROVEMENTS IDENTIFIED IN THE DIA. UPON THE FINAL COMPLETION AND ACCEPTANCE OF THE PERFORMANCE REQUIRED UNDER THE DIA BY THE COUNTY, THERE WILL BE REFUNDED TO US BY THE COUNTY ANY BALANCE REMAINING AFTER APPLICATION BY THE COUNTY OF THE SUMS NECESSARY FROM THE PROCEEDS OF THE DRAFT(S) TO PAY ALL COSTS, EXPENSES AND LIABILITIES, INCLUDING ATTORNEY'S FEES, INCURRED IN SATISFACTORILY COMPLETING THE IMPROVEMENTS.

THIS IRREVOCABLE LETTER OF CREDIT IS ISSUED AND SHALL BE SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 600, TO THE EXTENT THAT IT DOES NOT CONFLICT WITH UTAH CODE ANNOTATED SECTION 70A-5-101 ET SEQ. (1953, AS AMENDED).

WE HEREBY AGREE WITH THE BENEFICIARY THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS IRREVOCABLE LETTER OF CREDIT SHALL BE HONORED BY US AND PAYMENT MADE NO LATER THAN THREE (3) BUSINESS DAYS AFTER DELIVERY OF DOCUMENTS AS SPECIFIED ON OR BEFORE THE EXPIRATION DATE OF THIS IRREVOCABLE LETTER OF CREDIT.

Very Truly Yours,

WELLS FARGO BANK, N.A.

By:


Authorized Signature

The original of the Letter of Credit contains an embossed seal over the Authorized Signature.

Please direct any written correspondence or inquiries regarding this Letter of Credit, always quoting our reference number, to **Wells Fargo Bank, National Association, Attn: U.S. Standby Trade Services**

at either 794 Davis Street, 2nd Floor
MAC A0283-023
San Leandro, CA 94577-6922

or 401 N. Research Pkwy, 1st Floor
MAC D4004-017,
WINSTON-SALEM, NC 27101-4157

Phone inquiries regarding this credit should be directed to our Standby Customer Connection Professionals

1-800-798-2815 Option 1
(Hours of Operation: 8:00 a.m. PT to 5:00 p.m. PT)

1-800-776-3862 Option 2
(Hours of Operation: 8:00 a.m. EST to 5:30 p.m. EST)

Together we'll go far

