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Alan Spriggs, Summit County Utah Recorder

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By LANDMARK TITLE COMPANY

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PREPARED BY AND

WHEN RECORDED RETURN TO:

David E. Gee, Esq.

Parr Brown Gee & Loveless

185 South State Street, Suite 800

Salt Lake City, Utah 84111

Parcel No. PCTC-6

QUITCLAIM DEED

[Boyer Synderville Junction, L.C./Summit County]

THIS QUITCLAIM DEED (this "Deed") is entered into as of the 2nd day of February, 2011 (the "Effective Date") between **BOYER SNYDERVILLE JUNCTION, L.C.**, a Utah limited liability company ("Grantor"), whose address is 90 South 400 West, Suite 200, Salt Lake City, Utah 84101, and **SUMMIT COUNTY**, a political subdivision of the State of Utah ("Grantee"), whose address is c/o Summit County Manager, Summit County Courthouse, 60 North Main, Coalville, Utah 84017.

RECITALS

A. Grantor is the owner of certain real property (the "Property") located in Summit County, Utah, and more particularly described as follows:

Lot 6, PARK CITY TECH CENTER SUBDIVISION, Park City, Utah, according to the official plat thereof on file in the office of the Summit County Recorder, Utah.

B. The Property is part of a mixed-used project being developed by Grantor.

C. Grantee desires to acquire the Property and to use such Property solely for the following purposes: (i) public mass-transit facilities providing public transportation to the Property and other locations; and/or (ii) an office building or buildings and incidental facilities to be used solely by Grantee, by its departments and agencies, by any special districts or public authorities having jurisdiction within Summit County, or by the State of Utah or its subdivisions and agencies to provide services within Summit County (collectively, the "Restricted Uses").

AGREEMENT

NOW, THEREFORE, FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. **Quitclaim of Property.** Grantor hereby quitclaims to Grantee the Property, subject to the terms, conditions and restrictions of this Deed including, without limitation, Grantor Rights (as defined below).

2. **Deed Restrictions.** Grantor hereby creates, grants and imposes the following restrictions, covenants and rights upon the Property (collectively, the "Grantor Rights"), which shall exist in gross to Grantor and shall survive until the Termination Date (as defined in Section 3):

2.1 **Use Restriction.** The Property shall only be used for the Restricted Uses and for no other purpose or purposes without Grantor's prior written consent, which consent may be withheld by Grantor in its sole and absolute discretion.

2.2 Transfer Restriction. Grantee shall not sale, lease, assign, convey, encumber, hypothecate, mortgage, pledge or otherwise transfer the Property without Grantor's prior written consent, which consent may be withheld by Grantor in its sole and absolute discretion; provided that Grantee shall have the right to transfer the Property to an entity that is owned or controlled by Summit County, to any building authority of Summit County or any other entity owned and controlled solely by Summit County (a "Permitted Transferee") without Grantor's written consent so long as Grantee provides Grantor with prior written notice of such transfer. Any transfer in violation of this Section 2.1 shall be null, void and of no effect.

3. Expiration of Grantor Rights. Grantor Rights shall automatically expire on December 31, 2031 (the "Termination Date").

4. General Provisions.

4.1 Covenants to Run with Land. The Grantor Rights created by this Deed are intended by Grantor and Grantee to be and shall constitute covenants running with the land as to Property, and shall be binding upon Grantee and any person who acquires or comes to have any interest in the Property or any portion thereof, and their respective transferees, lessees, heirs, devisees, personal representatives, successors and assigns. By acquiring, in any way coming to have an interest in, or occupying the Property, the person so acquiring, coming to have such interest in, or occupying the Property, shall be deemed to have consented to, and shall be bound by, each and every provision of this Deed.

4.2 Grantor Rights. The Grantor Rights are personal to Grantor, shall not run with any land now or hereafter owned by Grantor, and shall inure to the benefit of Grantor and its successors and assigns. Grantor shall have the right to assign the Grantor Rights to any person without the consent of Grantee or any other person.

4.3 Severability. Each of the provisions of this Deed shall be deemed independent and severable. If any provision of this Deed or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Deed which can be given effect without the invalid provisions or applications.

4.4 Enforcement. Grantor shall have the right to enforce the Grantor Rights through any permitted proceeding at law or in equity including, without limitation, injunction or specific performance. Any failure to insist upon the strict performance of or compliance with any of the Grantor Rights shall not result in or be construed to be an abandonment or termination of the Grantor Rights or any waiver of the right to insist upon such performance or compliance with the Grantor Rights in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Deed, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

[Signatures on following pages]

Grantor and Grantee have executed this Deed to be effective as of the Effective date.

GRANTOR:

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

The Boyer Company, L.C., a Utah limited liability company

By: *Jacob L. Boyer*
Name: *Jacob L. Boyer*
Its: *Manager*

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing Quitclaim Deed was acknowledged before me this *2nd* day of *February* 20 *11*, by *Jacob L. Boyer*, the Manager of The Boyer Company, L.C., a Utah limited liability company, the Manager of Boyer Snyderville Junction, L.C., a Utah limited liability company.

Rachael N. Niusulu
NOTARY PUBLIC
Residing at: *Salt Lake City*

My Commission Expires: *9-17-11*



COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. LANDMARK TITLE COMPANY hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

GRANTEE:

SUMMIT COUNTY, a political subdivision of the State of Utah

By: [Signature]
Name: Robert Jasper
Its: County manager

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

The foregoing Quitclaim Deed was acknowledged before me this 28th day of January, 2011, by Robert Jasper, the County Manager of Summit County, a political subdivision of the State of Utah.

Carla D. Richins
NOTARY PUBLIC
Residing at: Summit County

My Commission Expires: 03-01-2013

