

**WHEN RECORDED RETURN TO:**

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

**ENTRY NO. 00973757**

06/28/2013 11:26:39 AM B: 2194 P: 1319

Agreement PAGE 1/11

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 0.00 BY SUMMIT COUNTY PLANNING



**SECOND AMENDMENT TO  
DEVELOPMENT AGREEMENT  
FOR THE NEWPARK SPECIALLY PLANNED AREA  
KIMBALL JUNCTION, SUMMIT COUNTY, UTAH**

**THIS AMENDMENT AGREEMENT** is entered into as of this 20 day of June, 2013, among Newpark Corporation, Inc., a Utah corporation, Snyderville Basin Special Recreation District, a special service district governed under the special service district regulations of the State of Utah; Cottonwood Newpark Three, LLC, a Delaware limited liability company, and Harmony Health, LLC, a Nevada limited liability company (collectively, "Developer"), and Summit County, a political subdivision of the State of Utah, by and through its Community Development Director (the "County").

**Article 1  
RECITALS**

- 1.1 On October 18, 2001, Summit County and MJM5, LC entered into a Development Agreement for the development of the Redstone Parkside SPA (the "SPA"). The entities constituting Developer hereunder are successors in interest to the Property within the SPA and the name of the project has been changed to Newpark.
- 1.2 Prior to October 18, 2006, Developer and the County agreed to extend the Development Agreement to October 18, 2011.
- 1.3 The agreement technically expired on October 18, 2011, however on March 20, 2013, the Summit County Council granted a Special Exception to continue and extend the agreement through October 18, 2016. A copy of the findings and conclusions granting that special exception are attached hereto as Exhibit A.
- 1.4 Collectively, the entities constituting Developer hereunder are all of the record owners of all properties affected by the above-referenced Special Exception.
- 1.5 The Summit County Community Development Department has determined that this Amendment is an administrative amendment and not a substantial amendment pursuant to Section 6.10 of the Development Agreement.

**Article 2  
FINDINGS**

- 2.1 Approval of the Special Exception described above, in granting the extension, was conditioned upon an Administrative Amendment to the Development Agreement clarifying that all potential future extensions would be processed in writing.
- 2.2 This administrative amendment is consistent with the original Development Agreement approvals and is consistent with the Summit County Council's action on March 20, 2013.
- 2.3 This administrative amendment will ensure that future extensions are executed in a consistent and predictable manner.

**Article 3  
EXTENSION PROCESS**

- 3.1 Any further extensions to the Development Agreement shall be by written notice in accordance with the notice provisions of the Development Agreement; all exercise of the parties' options to extend pursuant to Section 10.4 of the original agreement shall be done by giving such written notice prior to the expiration of the then-existing term.

IN WITNESS WHEREOF, this Amendment Agreement has been executed by Summit County, State of Utah, acting by and through its Community Development Director, and by a duly authorized representative of Developer, as of the above stated date.

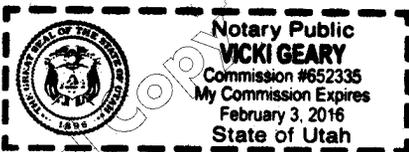
SUMMIT COUNTY COMMUNITY DEVELOPMENT DIRECTOR

By: \_\_\_\_\_

Patrick Putt

STATE OF UTAH            )  
  :ss  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledged before me this 20 day of June, 2013 by Patrick J. Putt, the Community Development Director of Summit County, State of Utah.



Vicki Geary  
Notary Public Residing at:  
Summit Co.  
My commission expires:

2/3/16

NEWPARK CORPORATION, INC.,

a Utah corporation

By: Marc Wangsgard  
Its: President

STATE OF UTAH )  
 ) :ss  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledge before me this 13 day of June, 2013 by Marc Wangsgard, President of Newpark Corporation, Inc., a Utah corporation.



Paula Moore  
Notary Public Residing at: Summit County

My commission expires: 1/14/15

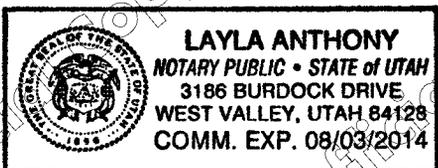


COTTONWOOD NEWPARK THREE, LLC,  
a Delaware limited liability company

By: Jeffrey L. Johnson  
Its: AUTHORIZED REPRESENTATIVE

STATE OF UTAH )  
 ) :SS  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledge before me this 11<sup>th</sup> day of June, 2013 by Jeffrey L. Gochnour, VP of GP of Mgr of Cottonwood Newport Three, LLC, a Delaware limited liability company.



L.A.  
Notary Public Residing at:

My commission expires: August 3, 2014

HARMONY HEALTH, LLC,  
a Nevada limited liability company

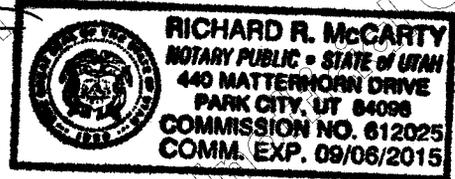
By: \_\_\_\_\_  
Its: Manager

STATE OF UTAH            )  
                                  ):ss  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledge before me this 14 day of June, 2013 by Gary Crandall, Manager of Harmony Health, LLC, a Nevada limited liability company.

Richard R. N  
Notary Public Residing at:

My commission expires:



**Exhibit A: Findings of Fact and Conclusions of Law for Special Exception / Extension**

Newpark Condominiums

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- NPC-201
- NPC-202
- NPC-203
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Newpark Townhomes Phase I

Unofficial Copy

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Newpark Townhomes Phase 2



**ALL OF :**

- Newpark Townhomes Phase 1 Condominium
- Newpark Townhomes Phase 2 Condominium
- Newpark Townhomes Phase 3 Condominiums and amended  
Newpark Condominium
- Newpark Parcel P Subdivision
- Newpark Towncenter Retail Plat Subdivision
- Newpark Swaner Parcel 1 Subdivision
- Newpark Parcel "K" Subdivision
- New Park Master Development Parcel Plat
- Newpark Parcel Q Subdivision
- Newpark Parcel S Subdivision
- Newpark Parcel T Subdivision
- Newpark Parcel V Subdivision