WHEN RECORDED, RETURN TO:

5917 Laple (cvar).

At+N: Ryan Person

ZC-1 5 State ST # 52-180

5917 Laple (:16, UT 84)14

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07/21/2020 02:05 PM \$0.00
Book - 10983 P9 - 4894-4904
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SL CO MAYORS OFFICE
SUITE S2-100
ATTN RYAN PERRY
BY: DSA, DEPUTY - WI 11 P.

(Space above for Recorder's use only.)

# MASTER DEVELOPMENT AGREEMENT ADMINISTRATIVE AMENDMENT NO. 1

#### FOR

#### **OLYMPIA HILLS**

#### A MASTER PLANNED COMMUNITY

THIS MASTER DEVELOPMENT AGREEMENT ADMINISTRATIVE AMENDMENT NO. 1 is made and entered into effective as of the 26th day of March, 2020, by and between SALT LAKE COUNTY, a political subdivision of the State of Utah, by and through its County Council, GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a political subdivision of the State of Utah, THE LAST HOLDOUT, L.L.C., a Utah limited liability company, JORDAN SCHOOL DISTRICT, a Utah school district, and OLYMPIA LAND, LLC, a Utah limited liability company.

#### **RECITALS**

- A. The Parties entered into a Master Development Agreement for Olympia Hills, a Master Planned Community ("MDA"), which has an effective date of March 26, 2020.
- B. Section 4.1 of the MDA allows the County Administrator to approve administrative amendments of the MDA for minor amendments (as determined by the Administrator) after application has been made for an Administrative Amendment.
- C. Jordan School District ("JSD") has applied for an Administrative Amendment by letter, dated June 23, 2020.

#### **FINDINGS**

The County Administrator finds that JSD's request for Administrative Amendment constitutes a minor modification to the MDA, and is therefore a Minor Amendment of the MDA.

#### **AGREEMENT**

NOW, THEREFORE in consideration of agreements and obligations set forth below, and in reliance upon the findings and recitals set forth above, which are incorporated as part of this Agreement,

the County, MSD, Special Owner, Owner and the Master Developer hereby agree as follows:

- 1. Section 1.42 of the MDA is amended as follows (amendments shown by underlining for provisions being added):
  - 1.42 **School District Property** means that approximately forty (40) acres described on Exhibit A-1 and any property within the Property owned by the Special Owner through purchase or exchange under the terms of the Purchase and Sale Agreement dated January 9, 2019 while such property is owned by Special Owner.
- 2. Section 2.12 of the MDA is amended as follows (amendments shown by underlining for provisions being added and striking through provisions being eliminated):
  - 2.12 Effect of this MDA on Special Owner. The Parties acknowledge that the School District Property is being included in this MDA, and the Special Owner is executing this MDA for the purpose of acknowledging that School District Property is within the Property and that School District Property is subject only to the provisions of this MDA specifically referring to the School District Property. The School District Property may be developed as a school or schools subject to applicable provisions of the County's Vested Laws and the laws of the State of Utah. If, at any time, any portion of the School District Property is conveyed to Owner, [eff] Master Developer, or third party then that portion shall be subject to all of the provisions of this MDA.
- 3. All other provisions of the MDA shall remain in effect.
- 4. The effective date of this Administrative Amendment is March 26, 2020, the same effective date as the MDA.

IN WITNESS WHEREOF, the parties hereto have executed this Administrative Amendment No. 1 by and through their respective, duly authorized representatives.

MASTER DEVELOPER:	COUNTY:
OLYMPIA LAND, LLC	SALT LAKE COUNTY
By: Doug youngs Its: MANNER	By: Its: Administrator
	Approved as to form and legality:
	Salt Lake County District Attorney

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MASTER DEVELOPER:	COUNTY:
OLYMPIA LAND, LLC	SALT LAKE COUNTY
By:	By: Administrator
	Approved as to form and legality:
	Zach Shaw 6-24-20
	Salt Lake County District Attorney

OWNER:	MSD: GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT:
THE LAST HOULDOUT, L.L.C.	
Emiles & Markham)	
By: Emily B. Markham	By:
Its: Manager	Its:
SPECIAL OWNER:	
JORDAN SCHOOL DISTRICT	
By:	
Ita:	

OWNER: THE LAST HOLDOUT, LLC	MSD GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT  By Tor Suggest Free
By: Its: Manager	By: Joe Suro/ka Its: Chair
SPECIAL OWNER:	
JORDAN SCHOOL DISTRICT	
	·
By:	
Ita.	

# COUNTY ACKNOWLEDGMENT

STATE OF UTAH	)	
COUNTY OF SALT LAKE	:ss. )	
Olympia Hills Master Development A	Agreement	, 2020, Regn Perry personally appeared before meduly sworn, did say that he/she is the Administrator of the t, that said instrument was signed in behalf of the County by the Administrator and Executive Order, and said
Administrator acknowledged to me the		unty executed the same.
GAYELENE GUDMUNDSON Notary Public State of Utal My Commission Expires on March 17, 2022		NOTARY PUBLIC Residing at:
Comm. Number: 699463	j	
	MSD ACI	KNOWLEDGEMENT
STATE OF UTAH	) :ss.	
COUNTY OF SALT LAKE	)	
		, 2020, personally appeared before me
that said instrument was signed in	behalf of	("MSD"), a political subdivision of the State of Utah, and the MSD by authority of its governing body and said the MSD executed the same.
		NOTARY PUBLIC
		Residing at:

## **COUNTY ACKNOWLEDGMENT**

STATE OF UTAH	)
COUNTY OF SALT LAKE	:ss. )
Administrator of the Olympia Hills Master Developmen by authority of the Mayor's appoin	
	NOTARY PUBLIC Residing at:
STATE OF UTAH COUNTY OF SALT LAKE	MSD ACKNOWLEDGEMENT ) :ss. )
of Greater Salt Lake Municipal Ser and that said instrument was signed	personally appeared before me being by me duly sworn, did say that he is the
INA OVIATT  NOTARY PUBLIC -STATE OF U'  My Comm. Exp 9/10/2021  Commission # 696826	NOTARY PUBLIC LC, With Residing at:

## MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH	)
COUNTY OF SALT LAKE	:ss. )
LLC CATHY KENDALL	, 2020 personally appeared before me way ywng, the, the
COMM. EXP. 05-07-2021	NOTARY PUBLIC Residing at: //// /// ///
0'	WNER ACKNOWLEDGMENT
STATE OF UTAH	)
COUNTY OF SALT LAKE	:ss. )
, the Man	, 2020, personally appeared before me lager of The Last Holdout, L.L.C., who acknowledged that she, being oing instrument on behalf of The Last Holdout, L.L.C.
	NOTARY PUBLIC Residing at:
SPECIA	AL OWNER ACKNOWLEDGMENT
STATE OF UTAH	) :ss.
COUNTY OF SALT LAKE	)
On the day of, the, being duly authorized, did exec	, 2020, personally appeared before me of the Jordan School District, who acknowledged that cute the foregoing instrument on behalf of the Jordan School District.
	NOTARY PUBLIC Residing at:

# MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH	)
COUNTY OF SALT LAKE	;ss. )
of Olympia Land, LL	, 2020 personally appeared before me, the, the, the, the, the the foregoing instrument on behalf of Olympia Land,
	NOTARY PUBLIC Residing at:
O	WNER ACKNOWLEDGMENT
STATE OF UTAH	)
COUNTY OF SALT LAKE	;ss. )
On the Ham, the Manduly authorized, did execute the forego	ager of The Last Holdout, L.L.C., who acknowledged that she, being oing instrument on behalf of The Last Holdout, L.L.C.
WENDE HARRIS HOTARY PUBLIC STATE OF UTAH COMMISSION# 690710	NOTARY PUBLIC Residing at: 5 C, Wah
COMM: EXP. 10-12-2020 SPECIA	AL OWNER ACKNOWLEDGMENT
STATE OF UTAH COUNTY OF SALT LAKE	) :ss. )
On the day of, the, being duly authorized, did exec	, 2020, personally appeared before me of the Jordan School District, who acknowledged that cute the foregoing instrument on behalf of the Jordan School District.
	NOTARY PUBLIC Residing at:

# MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH	)
COUNTY OF SALT LAKE	:ss. )
of Olympia Land, 1	, 2020 personally appeared before me, the, the
	NOTARY PUBLIC Residing at:
	OWNER ACKNOWLEDGMENT
STATE OF UTAH  COUNTY OF SALT LAKE	) :ss. ) 2020 personally appeared before me
the M duly authorized, did execute the for	, 2020, personally appeared before me anager of The Last Holdout, L.L.C., who acknowledged that she, being egoing instrument on behalf of The Last Holdout, L.L.C.
	NOTARY PUBLIC Residing at:
SPEC	CIAL OWNER ACKNOWLEDGMENT
STATE OF UTAH	) :ss.
COUNTY OF SALT LAKE	)
On the 13th day of Bryce Dunford, the 1 he, being duly authorized, did ex	, 2020, personally appeared before me <u>Rurd President</u> of the Jordan School District, who acknowledged that execute the foregoing instrument on behalf of the Jordan School District.
Notary Public  KATHLEEN CHARON  Commission #892838 My Commission Expires January 8, 2021  State of Utah	Kathlun Charon  NOTARY PUBLIC Residing at: Salt Lake City, Utah