

Ent 533079 Bk 1443 Pg 739-743
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MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: JOVID MARK LLC

SECOND AMENDMENT TO JOVID MARK CONDO-HOTEL
DEVELOPMENT AGREEMENT

This Second Amendment to Jovid Mark Condo-Hotel Development Agreement is entered into this 19th day of May 2023, by and between Jovid Mark, LLC ("**JM**"), Jovid Mark Residences, LLC ("**JMR**"), and Wasatch County (the "**County**") (collectively, the "**Parties**").

WHEREAS, JM and the County entered into the Jovid Mark Condo-Hotel Development Agreement (the "**DA**") on January 5, 2018 as Document No. 447636 in the official records of the Wasatch County Recorder;

WHEREAS, JM and the County entered into the First Amendment to Jovid Mark Condo-Hotel Development Agreement ("**First Amendment**") on March 5, 2018 as Document No. 452294 in the official records of the Wasatch County Recorder amending certain provisions of the DA ;

WHEREAS, the legal description of the Property from the Jovid Mark Condo-Hotel Development Agreement is attached as Exhibit A to facilitate recording this Second Amendment;

WHEREAS, after the DA and the First Amendment were entered into, JMR acquired an interest in certain portions of Property;

WHEREAS, the Parties have agreed to revise certain terms of the DA and the First Amendment; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

A. **Amendment to Section 3.1(b)(13):** Section 3.1(b)(13) of the DA shall have the following sentence added to it:

“The event center shall not receive a certificate of occupancy until all parking for the Project is complete. The land use authority has approved that the same parking ratio be used from the previous approval, “consistent with the code” as set forth in Exhibit N. The Parties agree this allows for 1690 patrons in the event center, with a minimum of 741 on site parking stalls, provided other aspects of the Project are not amended in a manner that alter the parking requirements. Nothing in this section exempts the Event Center from fire occupancy limits. Parking requirements for the event center and for the Project as a whole will also be finalized prior to a building permit being issued for Pod 12 of the Project. Events for which more than the 741 parking stalls are anticipated to be needed, thereby requiring off site parking that is inconsistent with 16.33.07, will not be allowed unless the Wasatch County Council legislatively approves off site parking. If there is an event that is anticipated to have adequate on site parking, but it turns out there is not sufficient on site parking, the Developer shall, if possible, reduce the number of patrons for that event, or, if not possible, shall provide off site parking, and shall transparently to the County make affirmative steps to ensure the same issue does not arise in the future, or the County will reduce the occupancy.”

B. **Effectiveness.** Except as modified hereby, the DA and the First Amendment shall remain in full force and effect. On or after the effective date of this Second Amendment, each reference in the DA to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import shall mean and be a reference to the DA as amended by the DA 1st and this Second Amendment.

~Signature pages follow~

WASATCH COUNTY:

Attest:

By: [Signature]
Dustin Grabau, Wasatch County Manager

By: [Signature]
Joey D Granger, Wasatch County Clerk-
Auditor



STATE OF UTAH)

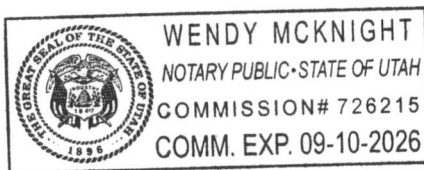
SS:

COUNTY OF WASATCH)

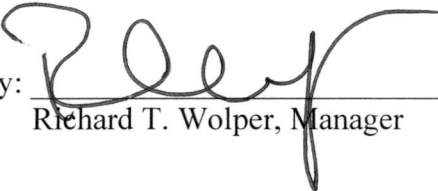
The foregoing instrument was acknowledged before me this 22 day of May, 2023, by Dustin Grabau, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Joey D Granger, who executed the foregoing instrument in her capacity as the Wasatch County Clerk-Auditor.

[Signature]
NOTARY PUBLIC

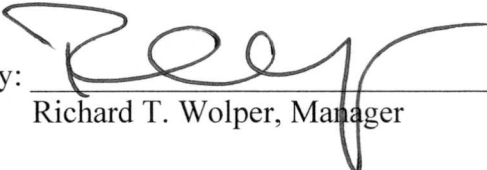
Residing at: Wasatch



JOVID MARK, LLC, a Utah limited liability company

By: 
Richard T. Wolper, Manager

JOVID MARK RESIDENCES, LLC, a Utah limited liability company

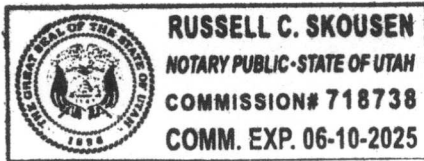
By: 
Richard T. Wolper, Manager

STATE OF UTAH)

SS:

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 19th day of May 2023, by Richard T. Wolper, who executed the foregoing instrument in his capacity as the Manager of Jovid Mark, LLC and the Manager of Jovid Mark Residences, LLC.




NOTARY PUBLIC

Residing at: Utah County

EXHIBIT A

PROJECT DEVELOPMENT AGREEMENT - PROPERTY

[Legal Description of Property]

A parcel of land located in the North half of the Southwest quarter and the South half of the Northwest quarter of Section 6, Township 2 South, Range 4 East, and in the West Half of Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the right-of-way line of Utah State highway 248 and the South right-of-way line of Browns Canyon road. A point that is 129.60 feet from the West quarter corner of section 6 Township 2 South, Range 5 East along the section line North $0^{\circ}44'47''$ West and 1,309.87 feet East. Thence North $32^{\circ}49'54''$ West, 420.67 feet; Thence North $40^{\circ}57'51''$ West, 372.21 feet; Thence North $30^{\circ}14'22''$ West, 42.08 feet to a point on a 261.00-foot radius curve to the left; Thence along the arc of said curve 25.61 feet through a delta of $5^{\circ}37'18''$ (chord bears North $45^{\circ}00'04''$ East, 25.60 feet) to a point of a 257.08-foot radius curve to the left; Thence along the arc of said curve 47.26 feet through a delta of $10^{\circ}31'59''$ (chord bears North $30^{\circ}55'32''$ East, 47.19 feet) to a point on a 256.00-foot radius curve to the left; Thence along the arc of said curve 114.94 feet through a delta of $25^{\circ}43'30''$ (chord bears North $18^{\circ}54'40''$ East, 113.98 feet); Thence North $80^{\circ}54'13''$ East 62.31 feet to a point on a 175.00-foot radius curve to the left; Thence along the arc of said curve 54.21 feet through delta of $17^{\circ}44'57''$ (chord bears South $23^{\circ}03'33''$ East, 53.99 feet; thence South $31^{\circ}56'02''$ East, 103.7 feet to a point on a 225.00-foot radius curve to the left; Thence along the arc of said curve 151.73 feet through a delta of $38^{\circ}38'14''$ (chord bears South $51^{\circ}15'09''$ East, 148.87 feet); thence South $70^{\circ}34'16''$ East, 168.30 feet; thence South $70^{\circ}34'16''$ East, 118.25 feet to a point on a 300.00-foot radius curve to the left; Thence along the arc of said curve 43.85 feet through a delta of $8^{\circ}56'46''$ (chord bears South $75^{\circ}02'46''$ East, 46.80 feet; Thence South 103.25 feet; Thence South $70^{\circ}51'25''$ East, 167.43 feet; Thence South $38^{\circ}11'47''$ East, 215.97 feet; Thence South 953.78; Thence North $29^{\circ}27'41''$ West, 440.48 feet to a point on a 11,692.72-foot radius curve to the left; Thence along the arc of said curve 451.42 feet through a delta of $2^{\circ}12'43''$ (chord bears North $30^{\circ}39'36''$ West, 451.39 feet); Thence North $0^{\circ}05'32''$ West, 0.99 feet back to the point of beginning.

Parcel is 11.75 acres.