



AGENDA

Shayne Scott, County Manager

Tuesday, June 23, 2026

NOTICE is hereby given that Shayne Scott, County Manager, will conduct a meeting and take possible action on the proposed
First Amendment to Administrative Development Agreement for Park City Junction

Tuesday, June 23, 2026, at 10:00 AM, at the anchor location of the Richins Building, Room 133, 1885 West Ute Blvd., Park City, UT 84098, and via Zoom

To participate electronically via Zoom in the meeting:

<https://summitcountyut.zoom.us/j/9535992911>

OR

To listen by phone only: Dial 1-301-715-8592, Webinar ID: 953 599 2911

10:00 AM Discussion and possible approval of the First Amendment to Administrative Development Agreement for Park City Junction

Attendees may attend by electronic means, using Zoom (phone or video).

Such members may fully participate in the proceedings as if physically present. The anchor location for purposes of the electronic meeting is the Richins Building, Room 133, 1885 W. Ute Blvd., Park City, UT 84098

Individuals with questions, comments, or needing special accommodations pursuant to the Americans with Disabilities Act regarding this meeting may contact Annette Singleton at 435-336-3025

Summit County Manager

P.O. Box 128, 60 North Main, Coalville; UT 84017
(435) 336-3025

asingleton@summitcountyutah.gov or www.summitcountyutah.gov

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

David L. Thomas
Chief Deputy
Summit County Attorney's Office
60 N. Main Street
Coalville, Utah 84017

**FIRST AMENDMENT TO ADMINISTRATIVE DEVELOPMENT AGREEMENT
FOR
PARK CITY JUNCTION**

THIS FIRST AMENDMENT TO ADMINISTRATIVE DEVELOPMENT AGREEMENT (this "**Amendment**") is made and entered into this ____ day of _____ 2026, by and between the SUMMIT COUNTY, a political subdivision of the State of Utah, by and through the Summit County Manager, in his role as both the administrative land use authority and the chief executive officer of Summit County (together, the "**County**"), and PARK CITY JUNCTION LLC, a Utah limited liability company ("**Developer**").

RECITALS

A. County and Developer executed and recorded against the P3 Project and the Residential Project, more particularly described in Exhibit A-1 and Exhibit A-2, respectively, attached hereto, that certain Administrative Development Agreement for Park City Junction dated as of July 28, 2025, and recorded on August 18, 2025, with the Recorder's Office as Entry No. 01239781 (the "**Current DA**"). The Current DA as amended by this Amendment is referred to herein as the "**DA**."

B. Pursuant to Section 3.6 of the Current DA, the Parties may amend the Current DA by means of a written instrument administratively approved and executed by the County Manager, approved and executed by Developer, and recorded with the Recorder's Office.

C. The Parties desire to amend the Current DA as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following:

AGREEMENT

1. Incorporation/Interpretation. All of the terms of the Current DA are incorporated into this Amendment, except as revised below. In the event of a conflict between the Current DA and this Amendment, this Amendment shall control. Capitalized terms in this Amendment shall have the same meaning given in the Current DA, except if there is a conflict, then this Amendment's definition shall control.

2. Definitions.

- a. The definition of “**Gross Floor Area**” or “**GFA**” in the Definitions section of the Current DA is hereby deleted in its entirety and replaced with the following:

“‘**Gross Floor Area**’ or ‘**GFA**’ means the sum of the gross horizontal areas of the several stories of the building measured from the interior face of exterior wall to interior face of exterior wall or from the centerline of party walls. Excluded shall be any basement floor, elevator shafts, mechanical rooms, circulation hallways, and stairwells. The GFA is measured in square feet.”

- b. The following shall be added immediately after the reference to “Olympic View Park” in the definition of “**Joint Venture Agreement**” in the Definitions section of the Current DA: “(subject to Section 4.3.5.2.1)”.

3. Erroneous Section References. Each of the references to “Section 4.4.5” in Section 1.4.4, Section 2.4.4, and Section 4.3.8.1 of the Current DA is deleted and replaced with the following: “Section 4.4.6”.

4. Vested Densities. The table in Section 1.7 of the Current DA is hereby deleted in its entirety and replaced with the table in Exhibit B attached hereto.

5. Amendment to Section 3.6.1. The following shall be added to the end of Section 3.6.1 of the Current DA: “This Administrative DA may be amended without obtaining the signature of subsequent owners of the P3 Project or the Residential Project, including lot or parcel owners, residents, or developed property owners; however, except for lots or parcels which have received development approval in accordance with the terms of this Administrative DA, if any such amendment affects any Vested Densities or other development right set forth in this Administrative DA of any lot or parcel within the P3 Project or the Residential Project, the owner of such lot or parcel must consent.”

6. Addition of Section 4.3.5.2.1. The following shall be added as Section 4.3.5.2.1 of the Current DA:

“4.3.5.2.1. In lieu of donating land to Summit County for and constructing the Olympic View Park, as described in Section 4.3.5.2, Developer may donate such land to Kimball Art Center with the prior written approval of the County. If Developer donates such land to Kimball Art Center, Developer shall have no obligation to construct the Olympic View Park or donate such land to the County, and such non-profit entity shall be allowed to build up to 30,000 square feet of building space on the donated land. The building square footage used on or attributable to the donated land or the donated land under this Section shall not affect or be counted against the Vested Densities of the P3 Project shown in Section 1.7.”

7. Developer Maximum. The following shall be added immediately after the first reference to “Joint Venture Agreement” in Section 4.3.5.4 of the Current DA: “and subject to Section 4.3.5.2.1”.

8. Utah Code References.

- a. The reference to “17-27a-103(35)” in Section 5.5 of the Current DA is deleted and replaced with the following: “17-79-102(44)”.

- b. The reference to “17-27a-604.5” in Section 5.9 of the Current DA is deleted and replaced with the following: “17-79-707”.

9. Amendment to Section 5.5.8. Section 5.5.8 of the Current DA is hereby deleted in its entirety and replaced with the following:

“Appeal. Following the exhaustion of the administrative processes herein ending in a final determination by the County Manager, that final determination shall be appealable to the County land use appeal authority within ten (10) business days. Appeals of decisions of the County land use appeal authority shall be to the District Court pursuant to Section 10-9-22 of the Code and Utah Code §17-79-1009 and shall be limited to the administrative record before the County land use appeal authority.”

10. Amendment to Section 5.7. Section 5.7 of the Current DA is hereby deleted in its entirety and replaced with the following:

“5.7 Procedure for Approval of Subdivision Plats. The approval of a Subdivision Plat for any subdivision of land within either the P3 Project or the Residential Project shall, subject to the Land Use Laws, follow the process set forth herein, with the County Manager acting as the “land use authority” as that term is defined in Utah Code § 17-79-102(44) and the Planning Commission acting as the “administrative land use authority” as that term is defined in Utah Code § 17-79-705(1). The County shall process all Subdivision Plat applications, including non-residential applications, consistent with the timing requirements described in Utah Code §§ 17-79-705 and 17-79-706. In the event of a procedural conflict between the Code and this Administrative DA, the provisions of this Administrative DA shall govern as mitigation of a development impediment.

5.7.1 Application. Applicant shall submit a draft preliminary Subdivision Plat meeting the requirements of Code § 10-3-9 to the Staff for review prior to submitting an application for a preliminary Subdivision Plat.

5.7.2 Staff Review of Preliminary Subdivision Plat. Staff shall review the preliminary Subdivision Plat for compliance with the requirements of this Administrative DA and shall conduct discussions with Parties, as appropriate, to review any modifications necessary to comply with such requirements.

5.7.3 Submission of Preliminary Subdivision Plat. Applicant shall submit to the Staff an application with applicable fees for a preliminary Subdivision Plat. A preliminary Subdivision Plat shall comply with all of the applicable requirements of this Administrative DA and the provisions of the Code not modified or vested by this Administrative DA as set forth above.

5.7.4 Staff Review and Recommendation. Staff shall review the information submitted for conformance with this Administrative DA and the provisions of the Code not modified by this Administrative DA and shall provide its recommendation to the Planning Commission. The recommendation shall be based solely upon compliance with the requirements and standards set forth in this Administrative DA and the provisions of the Code not modified or vested by this Administrative DA as set forth above.

5.7.5 Planning Commission Review and Approval. The Planning Commission shall review the information submitted pursuant to this Administrative DA and shall render an administrative decision approving, denying, or conditionally approving the preliminary Subdivision Plat. The decision shall be based solely upon compliance with the requirements and

standards set forth in this Administrative DA and applicable provisions of the Code that are not modified or vested by this Administrative DA as set forth above.

5.7.6 Submission of Final Subdivision Plat. Applicant shall submit to the Staff an application with applicable fees for a final Subdivision Plat.

5.7.7 County Manager Approval of Final Subdivision Plat. The County Manager shall render a decision approving or denying the final Subdivision Plat. The decision shall be based solely upon compliance with the conditions of the preliminary Subdivision Plat, and the requirements and standards set forth in this Administrative DA and the Code, to the extent not modified or vested by this Administrative DA as set forth above.

5.7.8 Recordation. Once all required service provider signatures are obtained, the County Manager shall execute the final Subdivision Plat and any other applicable documents to be recorded in the records of the Recorder's Office. Applicant shall pay all applicable recording fees. The approved final Subdivision Plat must be recorded within one (1) year of final approval.

5.7.9 Appeal. Following the exhaustion of the administrative processes herein ending in a final determination by the Planning Commission or the County Manager, that final determination shall be appealable to the County land use appeal authority within ten (10) business days. Appeals of decisions of the County land use appeal authority shall be to the District Court pursuant to Section 10-9-22 of the Code and Utah Code §17-79-1009 and shall be limited to the administrative record before the County land use appeal authority.

5.7.10 Condominium Plat. The review and approval procedure of a Condominium Plat will be the same as the review and approval procedure for a Subdivision Plat as provided for in this Administrative DA."

11. Amendment to Section 5.8.5. Section 5.8.5. of the Current DA is hereby deleted in its entirety and replaced with the following:

"Appeal. Following the exhaustion of the administrative processes herein ending in a final determination by the Community Development Director, that final determination shall be appealable to the County land use appeal authority within ten (10) business days. Appeals of decisions of the County land use appeal authority shall be to the District Court pursuant to Section 10-9-22 of the Code and Utah Code §17-79-1009 and shall be limited to the administrative record before the County land use appeal authority."

12. Amendment to Exhibit A-3. Clause 3 (Building Heights) on page 3 of Exhibit A-3 (P3 Project Massing Parameters) of the Current DA is hereby amended by adding the following:

"d. Commercial Development maximum of 3 stories or 48 feet (See Exhibit D for height regulations). If at least one of the stories includes a concrete parking structure, the height may be increased to 50 feet."

13. Amendment to Section 4.3.3. Section 4.3.3 of the Current DA is hereby deleted in its entirety and replaced with the following:

“P3 Project Parking Structure. The Joint Venture Agreement shall contain terms for Developer’s construction of a parking structure, consisting of up to three (3) levels, maximizing the available parking stalls subject to setbacks, site constraints, and Development Standards, as set forth in the P3 Project Master Plan and P3 Project Massing Parameters (the “Parking Structure”), consistent with construction plans approved by the County, in its administrative regulatory capacity, and terms to be more specifically set forth in the Joint Venture Agreement; Developer’s and County’s payment of its respective pro-rata share of the Parking Structure (including, without limitation, demolition of the Richins Building and Kimball Junction Transit Center, grading, excavation, and other site preparation costs and landscaping improvements in setback areas) based on allocated parking stall use between the Parties in the Parking Structure and that each Party shall be entitled to the use of the parking stalls paid for by the respective Party; in the event a Party requires vertical dedicated elevator services in the Parking Structure, then Party receiving such dedicated elevator services shall be solely responsible for the hard and soft costs of construction and the ongoing maintenance and repair of such dedicated elevator services; and that the Parking Structure will be owned by the County (with the acknowledgment that Developer’s pro-rata share of the Parking Structure based upon allocated parking stall use between the Parties in the Parking Structure, pursuant and subject to applicable law, will be subject to a privilege tax), but operated and maintained by the P3 Master Association or a Parking Structure operator set forth in the Joint Venture Agreement.”

14. Ratification; Effectiveness. The Current DA, as amended herein, shall remain in full force and effect. On or after the effective date of this Amendment, each reference in the Current DA to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import shall mean and be a reference to the DA.

15. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been executed by Summit County, acting by and through the County Manager, and by duly authorized representative of Developer as of the above-stated date.

[Signature Pages Follow]

[SUMMIT COUNTY SIGNATURE PAGE]

SUMMIT COUNTY:

By: Summit County Manager

Shayne C. Scott
County Manager

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by
Shayne C. Scott, the Summit County Manager.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

APPROVED AS TO FORM:

SUMMIT COUNTY ATTORNEY

By: _____
David L. Thomas
Chief Deputy

[DEVELOPER SIGNATURE PAGE]

DEVELOPER:

PARK CITY JUNCTION LLC,
a Utah limited liability company

By: _____
Print Name: _____
Title: _____

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____, the _____ of Park City Junction LLC, a Utah limited liability company.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

EXHIBIT A-1
TO
FIRST AMENDMENT TO ADMINISTRATIVE DEVELOPMENT AGREEMENT

Legal Description of P3 Project

All of Lot 402, and portions of Lots 401 and 404, Park City Tech Center Lot 4 Subdivision, according to the official Plat thereof on file and of record in the Summit County Recorder's Office.

All of Lot 5B, Park City Tech Center Lot 5 Subdivision, according to the official Plat thereof on file and of record in the Summit County Recorder's Office.

All of Lot 1, Summit County Property Subdivision, according to the official Plat thereof on file and of record in the Summit County Recorder's Office.

Parcel Tax Identification Numbers:

PCTC401-AM-X
PCTC402-AM
PCTC404-AM
PCTC-5B-AM
SCPS-1-X

EXHIBIT A-2
TO
FIRST AMENDMENT TO ADMINISTRATIVE DEVELOPMENT AGREEMENT

Legal Description of Residential Project

All of Lot 403, and portions of Lot 404, Park City Tech Center Lot 4 Subdivision, according to the official Plat thereof on file and of record in the Summit County Recorder's Office.

Parcel Tax Identification Numbers:

PCTC403-AM

PCTC404-AM

EXHIBIT B
TO
FIRST AMENDMENT TO ADMINISTRATIVE DEVELOPMENT AGREEMENT

P3 Project Vested Densities Table

[attached]

P3 Area*	Type	Owner	Units	Building Description	LFA (Developer)	LFA (County/HVT)
A	Retail	Developer		Plaza ground floor Retail	10,500 sf	
A	Housing	County	70	Ground floor and level 2, 3, and 4 Workforce Housing		68,600 sf
B	Retail	Developer		Plaza ground floor Retail	13,000 sf	
B	Office	Developer		Ground floor and level 2 and 3 Office	56,000 sf	
B	Office	County		General Office, including nonprofit uses		10,000 sf
C	Retail	Developer		Stand-alone Restaurant	5,000 sf	
D	Retail	Developer		Plaza ground floor Retail	30,000 sf	
D	Housing	County	90	Ground floor and level 2, 3 and 4 Workforce Housing		84,500 sf
D	Office	County		General Office, including Visitors Center		10,000 sf
E	Transit	HVT		Transit ticketing and service building		12,000 sf

F	Office	Various		Existing Visitors Center Building	35,000 sf	
G	Medical	Developer		Medical Facility	50,000 sf	
H	Civic	County		Potential future civic or non-profit use		
I	Civic	County		Existing Skull candy Building		47,000 sf
J	Retail/Office	Developer		General Office and ground floor Retail	[transferred]	
K	TBD	Developer			[density can be transferred from another P3 Area]	
L	Senior Care	Developer		Senior Living and Memory Care Facility	183,000 sf	
M	Kimball Art Center	County		Nonprofit		30,000 sf
N	Housing	Developer	.65	Workforce Housing	63,700 sf	
Totals			225		446,200 sf	262,100 sf