



\*W3311012\*

**WHEN RECORDED, RETURN TO:**

BlackPine, LLC  
Attn: Daniel Stephens  
1357 N. 2000 W.  
Farr West, UT 84404

PARCEL NO. 150530033  
150530016

**SUPPLEMENTAL  
DEVELOPMENT AGREEMENT  
FOR  
PROMONTORY COMMERCE CENTER**

THIS SUPPLEMENTAL DEVELOPMENT AGREEMENT FOR PROMONTORY COMMERCE CENTER (“**Supplemental DA**”) is made and entered into by and between Weber County, a political subdivision of the State of Utah, and BlackPine, LLC, a Utah limited liability company, and made effective as of the Effective Date.

**RECITALS**

- A. The capitalized terms used in this Supplemental DA and in these Recitals are defined in Section 1.2 below.
- B. Developer and County previously entered into that certain Development Agreement for Promontory Commerce Center, recorded in the Office of the Weber County Recorder on August 23, 2023 as Entry No. 3295604 (the “**PCC DA**” or “**PCC Development Agreement**”).
- C. Blair D. Hancock and Susan Hancock, as joint tenants (collectively, “**Hancock**”), and Rafter K Ranch, LLC, a Utah limited liability company (“**Rafter K**” and collectively with Hancock, “**Owners**”), separately own the real property that will be developed by Developer, as identified and as more fully described in Exhibit “A” (the “**Additional Property**”). By executing the consents and acknowledgments below, Owners agree that the Additional Property shall receive the entitlements and be subject to the rights, benefits, and obligations set forth in this Supplemental DA.
- D. The Additional Property is located within the boundaries of unincorporated Weber County, Utah.
- E. The Additional Property is currently subject to an application to rezone the Additional Property to the Applicable Zoning. The Parties desire to enter into this Supplemental DA in connection and conjunction with, and as a condition of, the rezoning of the Additional Property.
- F. The Parties desire that the Additional Property be developed in a unified and consistent fashion pursuant to this Supplemental DA, the applicable provisions of the PCC DA, and the Master Plan.

- G. The Parties desire to enter into this Supplemental DA to more fully specify the rights and responsibilities of Developer to develop the Additional Property as expressed in this Supplemental DA, the applicable provisions of the PCC DA, and the Master Plan, and the rights and responsibilities of County to allow and regulate such development pursuant to the requirements of this Supplemental DA, the applicable provisions of the PCC DA, the Master Plan, and all other applicable laws.
- H. The Parties understand and intend that this Supplemental DA is a “development agreement” within the meaning of the Act and entered into pursuant to the terms of the Act.
- I. The County finds that this Supplemental DA and the Master Plan conforms with the intent of the County’s General Plan.

**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:

## **TERMS**

### **1. Incorporation of Recitals and Exhibits/Definitions.**

1.1 **Incorporation.** The foregoing Recitals and all Exhibits are hereby incorporated into this Supplemental DA.

1.2 **Definitions.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the PCC DA, including, without limitation, the words and phrases specified in Section 1.2 of the PCC DA, which terms are incorporated by reference.

2. **Development of the Additional Property.** The Additional Property is hereby made subject to the PCC DA, and annexed to the Project and Property under the PCC DA. All of the provisions of the PCC DA are incorporated by reference, which provisions are hereby ratified, approved, and confirmed with the same force and effect as if fully set forth herein and made again as of the date hereof. From and after the date of recordation of this Supplemental DA, the Additional Property shall be part of the Property and Project under the PCC DA. To the extent that the terms and conditions of this Supplemental DA modify or conflict with any provisions of the PCC DA, including prior addenda, schedules and exhibits, relative to the development of the Additional Property, the terms of this Supplemental DA shall control.

### **3. Zoning and Vested Rights.**

3.1 **Zoning.** Following the rezone of the Additional Property the rights of the Applicable Zoning districts will be included in the County’s Vested Laws and the applicable portions of the Additional Property will automatically be vested as to the uses and other provisions of the Applicable Zoning without further action or approval by the County.

3.1.1 *Zoning Condition Precedent.* Developer is entering into this Supplemental DA in anticipation of the satisfaction of certain conditions precedent which, if not satisfied, will frustrate the purposes of this Supplemental DA. Accordingly, if the Conditions (defined below)

are not satisfied or otherwise waived by Developer, this Supplemental DA shall be rendered null and void, and terminate upon written Notice by Developer delivered no later than seven (7) days after the Effective Date and upon delivery of such written Notice none of the Parties shall have any further obligation to the other arising out of this Supplemental DA. The Parties recognize that the Conditions will be satisfied contemporaneously with or prior to the execution of this Supplemental DA, but such Conditions have been identified herein for purposes of setting forth the intent of the Parties. For purposes of this Supplemental DA, the following shall constitute the "Conditions," to be approved in the following order:

(a) The final approval and acceptance of this Supplemental DA including the Master Plan, by the County Commission; and

(b) The enactment of an ordinance rezoning the Additional Property to be included in the Applicable Zoning, and according to the Zoning Map, and in a manner that allows for this Project's Development.

4. **Project Financing; Developer's Rescission Option.** The ability of the financing mechanisms described in Section 4.2 of the PCC DA to generate sufficient monies to reimburse or otherwise pay the Developer for costs and expenses incurred as provided in this Supplemental DA is a material, integral term hereto. If the financing mechanisms identified in Section 4.2 of the PCC DA are not established or such financing mechanisms are unable to generate sufficient monies to construct the requisite Public Infrastructure and Project improvements, the Parties agree that such failure will render performance under this Supplemental DA impossible or impracticable and pointless and Developer may elect to terminate this Supplemental DA by delivering Notice to the County. Upon delivery of such Notice terminating this Supplemental DA, this Supplemental DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Supplemental DA, and the County may change the zoning designation for the Additional Property to A-2 Agricultural zoning but only as to any portions of the Additional Property for which Final Plat approval has not been granted, at the time of such termination by Developer. If such reversion is pursued, the Developer agrees not to contest the reversion of the zoning on undeveloped portions of the Project by the County Commission to A-2 zoning, and hereby holds the County harmless for such reversion.

5. **Infrastructure, Utilities and Standards.** Insofar as permitted by applicable law, the Parties agree that the following Public Infrastructure or other Project improvements may be classified as Developer's Reimbursable Expenses, and may be eligible for public financing, payment, impact fee credits, reimbursement (including pioneering agreements), or other incentives pursuant to Title 17C or Title 17D of the Utah Code, financing options pursuant to Section 4.2.4 above, or any combination of the foregoing:

5.1 **900 South Connections.** The Additional Property shall be permitted not less than two (2) direct access road connections to 900 South, one of which will be by use of 5900 West Street's connection to 900 South and the other of which Developer agrees to locate as far east on the Additional Property as is reasonably feasible in the Additional Property's development.

5.2 **Trail Crossing.** Developer shall provide or cause to be provided crossing for the north-south 5900 West Street trail at the intersection of the 5900 West Street and 900 South Street

intersection, which crossing shall include striping and a pedestrian-triggered, solar power-lighted crossing beacon; provided, however, Developer shall have no obligation to complete the trail crossing improvement contemplated by this Section 5.2 until the County completes 5900 West and 900 South intersection improvement contemplated by Section 5.1.4(b) of the PCC DA.

6. **Developer Land Dedication/Donation to Fire District.** Developer agrees to dedicate or donate approximately two (2) acres of land within the Additional Property, in a specific location to be determined by Developer in its sole discretion, to the Weber County Fire District (“**Fire District**”) for the Fire District’s or the County’s construction, at its sole cost, of a new Fire District station. Developer agrees to work in good faith with the Fire District to enter into a separate agreement between Developer and the Fire District regarding the dedication/donation of such land, including, without limitation, identifying the specific land and location of the land to be dedicated/donated selected by Developer, the timing of the dedication/donation, and such other reasonable terms as determined by the Fire District and Developer.

7. **Headings.** The captions used in this Supplemental DA are for convenience only and are not intended to be substantive provisions or evidences of intent.

8. **Entire Agreement; Interpretation.** This Supplemental DA, and all Exhibits thereto, and the PCC DA is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

9. **Recordation and Running with the Land.** This Supplemental DA shall be recorded in the chain of title for the Additional Property. This Supplemental DA shall be deemed to run with the land.

10. **Authority.** The Parties to this Supplemental DA each warrant that they have all of the necessary authority to execute this Supplemental DA. County is entering into this Supplemental DA after taking all necessary actions to enter into the agreements and understandings set forth herein. County’s enactment of the resolution approving this Supplemental DA, and entering into this Supplemental DA, are legislative acts allowed and authorized by the Act including specifically Utah Code § 17-27a-102(b).

11. **Referendum or Challenge.** Both Parties understand that any legislative action by the County Commission is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements and a rezoning of the Additional Property. If a referendum or challenge relates to the approval of this Supplemental DA or the rezoning, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code § 20A-7-601, then Developer may deliver a Notice of rescission to the County to terminate this Supplemental DA. Upon Developer’s delivery of a Notice of rescission pursuant to this Section 11, this Supplemental DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Supplemental DA.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Parties hereto have executed this Supplemental DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

**DEVELOPER:**

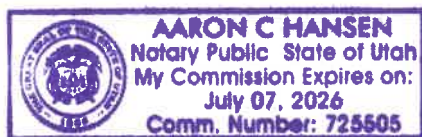
**BlackPine, LLC,**  
a Utah limited liability company

By: [Signature]  
Name: Daniel Stephens  
Its: Manager

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  :SS.  
COUNTY OF Salt Lake )

On the 8<sup>th</sup> day of January, 2023, personally appeared before me Daniel Stephens, who being by me duly sworn, did say that he/she is the manager of BlackPine, LLC, a Utah limited liability company, and that the foregoing instrument was executed on behalf of said company.



[Signature]  
NOTARY PUBLIC

*Signature Page to Supplemental Development Agreement*

**COUNTY:**

Approved as to form and legality:

\_\_\_\_\_  
County Attorney

Attest:

\_\_\_\_\_  
County Recorder

**WEBER COUNTY,**  
a Utah political subdivision

By: Gage  
Name: Gage Froese  
Its: Chair

**COUNTY ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  :SS.  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of Weber County, a political subdivision of the State of Utah, and that said instrument was signed on behalf of the County by authority of its County Commission and said \_\_\_\_\_ acknowledged to me that the County executed the same.

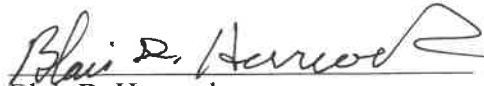
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NOTARY PUBLIC

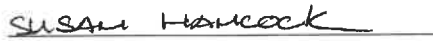
*Signature Page to Supplemental Development Agreement*

**OWNERS' CONSENT:**

The following owners consents to the Developer executing the foregoing Supplemental DA, and subjecting the Additional Property to the Project, approvals, obligations and benefits described herein.

**OWNERS:**

  
Blair D. Hancock

  
Susan Hancock

STATE OF UTAH                    )  
  :SS  
COUNTY OF Weber         )

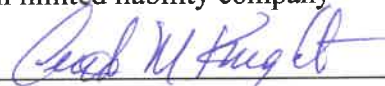
On the 18 day of December, 2023, personally appeared before me Blair D. Hancock and Susan Hancock, who being by me duly sworn, did say that each said person is the person with proper authority and duly acknowledged to me that she/he executed the same.



  
Notary Public

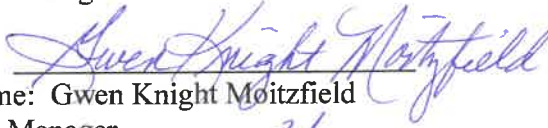
*Signature Page to Supplemental Development Agreement*

**Rafter K Ranch, LLC,**  
a Utah limited liability company

By: 

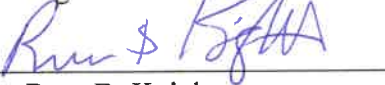
Name: Curtis M. Knight

Its: Manager

By: 

Name: Gwen Knight Moitzfield

Its: Manager

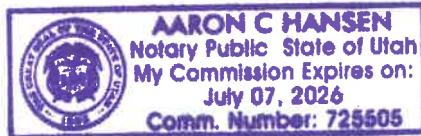
By: 

Name: Russ D. Knight

Its: Manager

STATE OF UTAH                    )  
  :SS.  
COUNTY OF Salt Lake )

On the 8<sup>th</sup> day of January, 2023, personally appeared before me Curtis M. Knight who being by me duly sworn, did say that he/she is the Manager of Rafter K Ranch, LLC, a Utah limited liability company, and that the foregoing instrument was executed on behalf of said company.



  
NOTARY PUBLIC

STATE OF UTAH                    )  
  :SS.  
COUNTY OF Salt Lake )

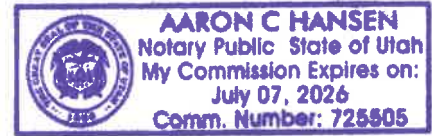
On the 8<sup>th</sup> day of January, 2023, personally appeared before me Gwen Knight Moitzfield who being by me duly sworn, did say that he/she is the Manager of Rafter K Ranch, LLC, a Utah limited liability company, and that the foregoing instrument was executed on behalf of said company.

*Signature Page to Supplemental Development Agreement*



AH  
NOTARY PUBLIC

STATE OF UTAH                    )  
  :SS.  
COUNTY OF Salt Lake )



On the 8<sup>th</sup> day of January, 2023, personally appeared before me Russ D. Knight who being by me duly sworn, did say that he/she is the Manager of Rafter K Ranch, LLC, a Utah limited liability company, and that the foregoing instrument was executed on behalf of said company.

AH  
NOTARY PUBLIC



*Signature Page to Supplemental Development Agreement*

**EXHIBIT "A"**  
**[Legal Description of the Additional Property]**

**ADDITIONAL PROPERTY (HANCOCK):**

**WEBER COUNTY PARCEL NO. 15-053-0033**

**ADDITIONAL PROPERTY (RAFTER K RANCH, LLC):**

**WEBER COUNTY PARCEL NO. 15-053-0016**

*Exhibit A to Supplemental Development Agreement*

## **PARCEL 150530033**

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF THE COUNTY ROAD, SAID POINT BEING SOUTH 606 FEET AND EAST 66 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH TO A POINT 90 FEET NORTH OF THE CENTER LINE OF THE RIGHT-OF-WAY OF THE SOUTHERN PACIFIC COMPANY; THENCE EAST PARALLEL TO SAID CENTER LINE 1180 FEET; THENCE NORTH 362 FEET TO THE CENTER OF WEBER RIVER CHANNEL; THENCE UP SAID CHANNEL AS FOLLOWS: NORTH 58D4' WEST 572.7 FEET; THENCE NORTH 11D4' WEST 224 FEET; THENCE NORTH 62D20' WEST 185 FEET; THENCE NORTH 27D40' EAST 105 FEET; THENCE NORTH 62D20' WEST 605 FEET TO THE POINT OF BEGINNING. CONTAINING 19.55 ACRES, MORE OR LESS. EXCEPT THEREFROM ANY PART THEREOF LYING NORTH OF CENTER OF OLD SLOUGH AND CONVEYED BY DEEDS IN BOOK 546 PAGES 272 & 273. EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, UTAH, ALSO KNOWN AS PROJECT NO. LG\_WC\_1200 SOUTH, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER CONTROL LINE OF THE 1200 SOUTH STREET (1100 SOUTH STREET) ROAD WIDENING PROJECT (LG\_WC\_1200 SOUTH) AND AN EXTENSION OF THE GRANTORS WEST PROPERTY LINE SAID POINT LIES 497.77 FEET SOUTH ALONG THE WEST LINE OF SAID SECTION 19 AND 66.00 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 19 AND RUNNING THENCE SOUTH 60D16'46" EAST 283.67 FEET ALONG SAID CENTER CONTROL TO A POINT OF CURVATURE ON CENTER CONTROL LINE OF SAID PROJECT THENCE 371.88 FEET ALONG THE ARC OF A 4495.20 FOOT RADIUS CURVE TO THE LEFT CENTRAL ANGLE EQUALS 04D44'24" AND LONG CHORD BEARS SOUTH 62D38'58" EAST 371.78 FEET) ALONG CENTER CONTROL LINE OF SAID 1200 SOUTH STREET (1100 SOUTH STREET) PROJECT TO THE INTERSECTION OF AN EXTENSION OF GRANTORS PROPERTY LINE AND SAID CENTER CONTROL LINE, THENCE SOUTH 27D40'00" WEST 50.05 FEET ALONG AN EXTENSION OF SAID PROPERTY LINE TO A POINT ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF SAID 1200 SOUTH STREET (1100 SOUTH STREET) PROJECT, THENCE ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE TWO (2) COURSES AS FOLLOWS: (1) 373.67 FEET ALONG THE ARC OF A 4545.20 FOOT RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 04D42'37" AND LONG CHORD BEARS NORTH 62D38'05" WEST 373.56 FEET) TO A POINT OF TANGENCY, (2) NORTH 60D16'46" WEST 255.13 FEET TO A POINT ON AN EXTENSION OF SAID WEST PROPERTY LINE THENCE NORTH 57.57 FEET ALONG AN EXTENSION OF THE WEST PROPERTY LINE TO THE POINT OF BEGINNING. THE PRECEEDING DESCRIPTION NEEDS TO BE ROTATED 00D27'56" CLOCKWISE TO MATCH PROJECT ALIGNMENT. THE ABOVE DESCRIBED PART OF AN ENTIRE TRACT OF LAND CONTAINS 32106 SQUARE FEET OR 0.737 ACRES, ALL OF WHICH IS NOW OCCUPIED BY THE HIGHWAY (E# 2737798) [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.]

## **PARCEL 150530016**

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING IN THE CENTER OF THE WEBER RIVER 933 FEET SOUTH AND 745 FEET EAST OF THE NORTHWEST CORNER OF SECTION 19, RUNNING THENCE SOUTHWESTERLY ALONG THE RIVER 8 RODS, THENCE NORTHWESTERLY PARALLEL TO COUNTY ROAD 165 FEET, THENCE NORTHERLY PARALLEL TO RIVER 6.5 RODS TO COUNTY ROAD, THENCE SOUTH 74D1' EAST 142.6 FEET TO BEGINNING.