



"W3031272"

This Space for Weber County recorder use only:

EN 3031272 PG 1 OF 4
LEANN H KILTS, WEBER COUNTY RECORDER
28-JAN-20 3:30 PM FEE \$1.00 DEP. DC
REC FOR: RIVERDALE CITY

Mail tax notice to: Riverdale City Corporation
4600 South Weber River Dr.
Riverdale UT 84405

Property Quit-Claim Deed

RIVERDALE LIVING, LLC, grantor of 1580 West Ritter Drive, Riverdale City, County of Weber, State of Utah, hereby QUIT-CLAIM(s) to RIVERDALE CITY a municipal corporation, grantees of 4600 South Weber River Drive, Riverdale City, County of Weber, State of Utah for the sum of Ten (\$10.00) Dollars and other good and valuable considerations, the following described tract(s) of land in Weber County, State of Utah:

A part of the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base & Meridian and more particularly described as follows:

Beginning at a point which is 467.48 feet N89°53'37"W along the section line, 20.89 feet S00°06'23"W; 10.00 feet N29°20'16"E and 205.97 feet N60°08'26"W feet from the Center of said Section 13 and running: Thence Northwesterly 42.83 feet along a 69.50 foot radius curve to the right (long chord bears N35°45'55"W 42.16 feet); Thence N18°38'11"W 1.92 feet; Thence Northwesterly 49.64 feet along a 139.69 foot radius curve to the left (long chord bears N29°12'23"W 49.38 feet); Thence Northwesterly 23.95 feet along a 486.03 foot radius curve to the left (long chord bears N40°47'53"W 23.95 feet); Thence S29°28'35"W 1.18 feet; Thence Southeasterly 58.72 feet along a 154.00 foot radius curve to the right (long chord bears S27°27'55"E 58.37 feet); Thence Southeasterly 53.24 feet along a 70.00 foot radius curve to the left (long chord bears S38°21'07"E 51.97 feet); Thence S60°08'26"E 7.39 feet to the point of beginning.

Contains: 634 sq. ft.

Witness the hand of said grantors, this 22nd day of January 2020.


Signature RIVERDALE LIVING LLC, K. Delyn Yeates, Principal

K. Delyn Yeates
Printed Name of Grantor

NOTARY PUBLIC

State of Utah }
County of Weber } ss.

On the 27 day of January, 2020 personally appeared before me K. Delyn Yeates
he the signer(s) of the foregoing instrument, who duly acknowledged that
he/she/they acknowledged the same.

Joan Dailey
Notary Public

Stamp:



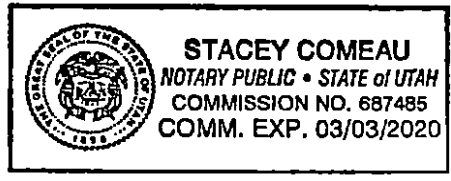
ACCEPTED BY:
Riverdale City
Norm Searle
Mayor

ATTESTED BY:
Shalee Evans
City Recorder

State of Utah }
County of Weber } ss

On the 28 day of January, 2020 personally appeared before me, Norm Searle, Mayor
and Shalee Evans City Recorder, who duly acknowledged that they acknowledged the same and say that they are
the officials in fact duly appointed of the Riverdale City Municipal Corporation, the Corporation described in and
which executed the above instrument; and that they signed their names thereto by authority of said Corporation.

Stacey Comeau
Notary Public
Commission Expires:



DEVELOPMENT AGREEMENT
RIVERDALE CITY & RIVERDALE LIVING LLC

This DEVELOPMENT AGREEMENT ("Agreement") is entered into this 21st day of January 2020, by and between Riverdale City (hereinafter "City"), and Riverdale Living, LLC (hereinafter "Developer" or "Owner"), regarding property described as approximately 2 acres, Parcel No. 08-588-0001 (formerly 08-106-0008), and located at 1580 W Ritter Dr. Riverdale, UT 84405 (hereinafter "Property").

WHEREAS, the subject property is intended to be developed according to an approved plan for assisted living and the development requires utilities to be connected into Ritter Dr., and

WHEREAS, the City is making improvement along Ritter Dr. that may occur prior to the development of the subject property, and

WHEREAS, the parties desire to avoid disturbing the new improvements that will be made to Ritter Dr. prior to the construction of the project,

NOW THEREFORE, in consideration of the foregoing Recitals, both the Developer and the City hereby agree as follows:

1. With the installation by Riverdale City of City Right of Way Improvements Riverdale City shall install all necessary Utility Service Lines to Property with line size and location to be determined and Asphalt, Curb, Gutter, Sidewalk. *Exhibit A, City Bid; Exhibit B, Deeds.*

2. Developer shall reimburse the City for the improvements that benefit and would have been paid for by the Developer ("Development Improvement Costs") in accordance with construction of the development as per the bid obtained by the City demonstrating the Development Improvement Costs paid by the City which shall be reimbursed as follows:

3. The Developer shall pay back the City for the Development Improvement Costs during the construction of the developer's project at the time that those costs would have been installed and paid to the contractor in the course of the construction, or as otherwise agreed to by the City and Developer after the commencement of the construction, but no later than six months after construction begins.

4. If Developer fails to perform as identified in recital #3 above, Riverdale City shall apply a property lien against the improved property of the Developer for the Improvement Costs. The lien will ensure re-payment of the Improvement Costs previously incurred by the City herein identified.

The parties hereby affix their signatures below to consummate and agree to the terms and conditions of this Development Agreement.

Developer/Owner, Riverdale Living, LLC

Riverdale City

K Delyn Yeates 1-22-2020
K Delyn Yeates (date)
Riverdale Living LLC, Its Member

Robert A. Walker
By: CITY ADMINISTRATOR (date) 1/22/2020
Its:
Rodger S. Worthen

(Please Print)

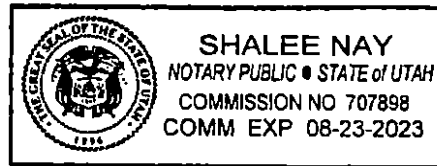
NOTARY PUBLIC

State of Utah }

County of Weber } ss

On the 22nd day of January, 2020 personally appeared before me, K Delyn Yeates and Rodger S Worthen, who duly acknowledged that they acknowledged the same and say that they are the officials in fact duly appointed of their respective Corporations; and that they signed their names thereto by authority of said Corporation.

Shalee Nay
Notary Public



Commission Expires: