

WHEN RECORDED RETURN TO:  
Riverton Meadows Lot 1, LLC

166 East 14000 South, Suite 210  
Draper, Utah 84020

11661612  
6/12/2013 11:49:00 AM \$22.00  
Book - 10148 Pg - 5077-5082  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 6 P.

For Tax Parcel Numbers, See Exhibit "A"

529502 CP

### AGREEMENT

THIS AGREEMENT is made and entered into this 12 day of June, 2013, by and between RIVERTON MEADOWS, LLC, a Utah limited liability company ("Riverton") and RIVERTON MEADOWS LOT 1, LLC, a Utah limited liability company ("RM Lot 1").

### Recitals

A. Riverton is the owner in fee simple of certain real property located in Salt Lake County, State of Utah, more particularly described on Exhibit "A" attached hereto and incorporated by reference herein (the "Development.")

B. Riverton is party to a Ground Lease Agreement with Texas Roadhouse Holdings, LLC (the "Lease.") In connection with the Lease, Riverton executed a Memorandum of Lease (the "Memorandum of Lease") with Texas Roadhouse Holdings, LLC ("Texas Roadhouse") dated August 10, 2012 and recorded August 16, 2012 as Entry No. 11452010, in Book 10046, Page 6508. In the Memorandum of Lease, Riverton makes certain covenants in favor of Texas Roadhouse concerning the future use of the Development.

C. Riverton intends to assign its interest in the Lease to RM Lot 1 and to convey and transfer to RM Lot 1 a portion of the Development, as more particularly described on Exhibit "B" attached hereto and incorporated by reference herein, which portion is subject to the Lease (the "Texas Roadhouse Parcel.")

D. By this Agreement, Riverton desires to give RM Lot 1 and all successor owners of the Texas Roadhouse Parcel the right to enforce the covenants made by Riverton to Texas Roadhouse in the Memorandum of Lease.

### Terms and Conditions

NOW, THEREFORE, for Ten Dollars in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Riverton and RM Lot 1 agree as follows:

1. RM Lot 1, all successor owners of the Texas Roadhouse Parcel, and their tenants, occupants, assigns, concessionaires, employees, contractors, and customers, shall have the non-exclusive right in common with Riverton and other tenants of the Development to utilize the

access drives, parking areas, curb cuts, utility lines, storm water detention facilities and interior drive aisles of the Development.

2. For as long as the Lease remains in effect, Riverton covenants and agrees with RM Lot 1 and all successor owners of the Texas Roadhouse Parcel that (a) no portion of the parcels immediately adjacent to the Texas Roadhouse Parcel which are owned or controlled by Riverton shall be leased, sold, occupied, used or operated by any party as a full service restaurant occupying more than 4,000 square feet with waiter/waitress service, and (b) no portion of the Development other than the Texas Roadhouse Parcel shall be leased, sold, occupied, used or operated by any party as a full service restaurant whose primary gross sales (greater than 50%) are derived from the sale of steaks, ribs or related menu items, or for the advertisement of any such restaurant. Notwithstanding anything to the contrary herein, the covenants and agreements contained in this paragraph will expire upon the termination or expiration of the Lease.

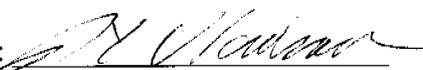
3. The covenants and agreements of Riverton herein will run with the land, and will constitute burdens on the Development for the benefit of the Texas Roadhouse Parcel. RM Lot 1 and all successor owners of the Texas Roadhouse Parcel shall have the right to enforce the covenants and agreements contained herein, including, without limitation, the right of specific enforcement, against Riverton, its successors and assigns.

4. This Agreement may be amended in a writing signed by Riverton and RM Lot 1, without the joinder of any other owner, lessee, tenant, occupant, mortgagee, or other holder of an interest in the Development or any part thereof

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

RIVERTON MEADOWS, LLC,  
a Utah limited liability company

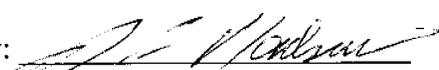
By: Wadsworth & Sons II, LLC, a  
Utah limited liability company  
Its: Manager

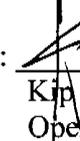
By:   
Ralph L. Wadsworth  
Executive Manager

By:   
Kip L. Wadsworth  
Operations Manager

RIVERTON MEADOWS LOT 1, LLC,  
a Utah limited liability company

By: Wadsworth & Sons II, LLC, a Utah  
limited liability company  
Its: Manager

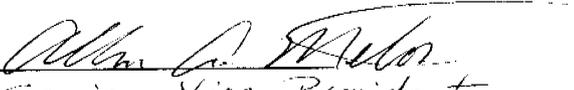
By:   
Ralph L. Wadsworth  
Executive Manager

By:   
Kip L. Wadsworth  
Operations Manager

**CONSENT AND SUBORDINATION**

ZIONS FIRST NATIONAL BANK, a national banking association ("Zions") is the holder of the beneficial interest under that certain Construction Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated October 24, 2011, executed by Riverton Meadows, LLC, a Utah limited liability company, as Trustor, in favor of Zions as Trustee and Beneficiary, recorded October 26, 2011, as Entry No. 11267764, in Book 9961, at Page 1344 of Official Records of Salt Lake County, Utah. Zions hereby consents to the foregoing Agreement and Zions agrees, for good and valuable consideration, that the rights and interests of Zions under the Deed of Trust shall be subject and subordinate in all respects to the provisions of the foregoing Agreement.

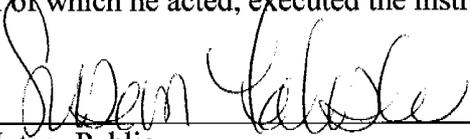
Zions First National Bank, NA

By:   
Its: Senior Vice President

STATE OF UTAH )  
 )ss.  
COUNTY OF SALT LAKE )

On this 11 day of June, 2013, before me, the undersigned Notary Public, personally appeared Ralph L. Wadsworth, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

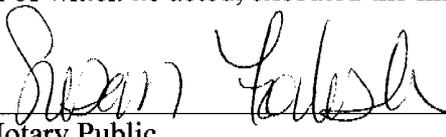
  
\_\_\_\_\_  
Notary Public



STATE OF UTAH )  
 )ss.  
COUNTY OF SALT LAKE )

On this 11 day of June, 2013, before me, the undersigned Notary Public, personally appeared Kip L. Wadsworth, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public



**EXHIBIT "A"**  
**Legal Description of Development**

**PARCEL 1:**

LOTS 1, 2, 3, 6, 7 AND 8 OF RIVERTON MEADOWS COMM 4, A SUBDIVISION OF LOT 1 OF RIVERTON MEADOWS COMM 3 SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

**PARCEL 2:**

A PARCEL CONSISTING OF LOT 5 AND A PORTION OF LOT 4, RIVERTON MEADOWS COMM 4, A SUBDIVISION OF LOT 1 OF RIVERTON MEADOWS COMM 3 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southeast corner of Lot 5, Riverton Meadows Comm 4 as found and on file at the Salt Lake County Recorder's Office, Book 2010p, page 155 and being on the North line of 12600 South Street, said point being South 89°49'21" East 1162.98 feet along the section line and North 0°10'39" East 61.86 feet from the Southwest corner of Section 29, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running; thence South 89°33'04" West 201.07 feet; thence Westerly 8.87 feet along the arc of a 8,151.00 feet radius curve to the right (center bears North 00°33'19" West and the chord bears South 89°28'33" West 8.87 feet with a central angle of 00°03'44"); thence North 00°16'58" East 227.12 feet; thence South 89°46'23" East 142.28 feet; thence South 24°09'00" East 144.06 feet; thence Southerly 38.38 feet along the arc of a 90.00 feet radius curve to the right (center bears South 65°51'00" West and the chord bears South 11°56'01" East 38.09 feet with a central angle of 24°25'58"); thence South 00°16'58" West 56.18 feet to the point of the beginning.

**PARCEL 3: (LEASEHOLD INTEREST ONLY)**

All that part of the Southwest Quarter of Section 29, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in the City of Riverton, County of Salt Lake, State of Utah, more particularly described as follows: Beginning at a point on the North line of the Southeast Quarter of the Southwest Quarter of said Section 29, said point being North 00°07'33" East 1334.86 feet along the quarter section line, and North 89°46'23" West 435.6 feet from the South Quarter Corner of said Section 29; thence North 89°46'23" West 766.96 feet along said North line; thence South 00°06'26" West 60.00 feet; thence South 89°46'23" East 399.88 feet; thence North 00°13'37" East 35.00 feet; thence South 89°46'23" East 367.00 feet; thence North 00°07'33" East 25.00 feet to the point of the beginning.

Tax Parcels: 27-29-353-017; 27-29-353-009; 27-29-353-018; 27-29-353-007; 27-29-353-016; 27-29-353-008; and 27-29-353-012

**EXHIBIT 'B'**

File No.: **NCS-529502-SLC1 (cp)**  
Property: **27-29-353-006 and 27-29-353-009, Riverton, UT**

**06/11/2013**

**PARCEL 1:**

**LOT 1 AND LOT 3, RIVERTON MEADOWS COMM 4, A SUBDIVISION OF LOT 1 OF RIVERTON MEADOWS COMM 3 SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.**

**LESS AND EXCEPTING: BEGINNING AT THE NORTHWEST CORNER OF LOT 4, RIVERTON MEADOWS COMMERCIAL 4 SUBDIVISION SAID POINT ALSO BEING SOUTH 89°49'21" EAST 811.45 FEET ALONG THE SECTION LINE AND NORTH 00°15'47" EAST 286.80 FEET FROM THE SOUTHWEST CORNER, SECTION 29, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING: THENCE NORTH 0°16'58" EAST 206.63 FEET TO THE NORTH LINE OF RIVERTON MEADOWS COMM 4 SUBDIVISION; THENCE SOUTH 89°46'23" EAST 54.51 FEET ALONG THE NORTH LINE OF SAID RIVERTON MEADOWS COMM 4 SUBDIVISION; THENCE SOUTH 0°16'58" WEST 206.63 FEET TO THE NORTH LINE OF LOT 4, RIVERTON MEADOWS COMM 4 SUBDIVISION; THENCE NORTH 89°46'23" WEST 54.51 FEET ALONG THE NORTH LINE OF SAID LOT 4, RIVERTON MEADOWS COMM 4 SUBDIVISION TO THE POINT OF BEGINNING.**

**PARCEL 2:**

**EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 29, 2005 AS ENTRY NO. 9446111 IN BOOK 9166 AT PAGE 4403 OF OFFICIAL RECORDS.**

**PARCEL 3:**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MAY 01, 2007 AS ENTRY NO. 10085140 IN BOOK 9458 AT PAGE 3297 OF OFFICIAL RECORDS.**