

City Contract No. 15-1051-02

WHEN RECORDED, MAIL TO:

Michael W. Christopherson
STOEL RIVES LLP
201 S. Main Street, Suite 1100
Salt Lake City, Utah 84111

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04/16/2015 10:39 AM \$0.00
Book - 10315 Pg - 1780-1787
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RIVERTON CITY
ATTN: VIRGINIA LOADER
12830 S 1700 W
RIVERTON UT 84065
BY: DKA, DEPUTY - WI 8 P.

AGREEMENT REGARDING UTILITIES AND IMPROVEMENT COSTS

This AGREEMENT REGARDING UTILITIES AND IMPROVEMENT COSTS (this "**Agreement**") is made and entered into as of the ____ day of November, 2014, by and among (a) DAN E. FISCHER and ALEENA B. FISCHER, husband and wife as joint tenants (together, the "**Fischers**"), with a mailing address at 10444 South Dimple Dell Road, Sandy, Utah 84092, (b) RIVERTON CITY, a political subdivision of the State of Utah (the "**City**"), with a mailing address at 12830 S. Redwood Road, Riverton, Utah 84065, and (c) LF RIVERTON SPRINGS LLC, a Utah limited liability company ("**Developer**"), with a mailing address at 2180 South 1300 East, Suite 600, Salt Lake City, Utah 84121.

RECITALS

WHEREAS, the Fischers own certain real property located in Riverton City, Salt Lake County, Utah, more particularly described in attached **Exhibit A** (the "**Fischer Property**");

WHEREAS, Developer owns certain other real property located in Riverton City, Salt Lake County, Utah, adjacent to the northern boundary of the Fischer Property, as more particularly described in attached **Exhibit B** (the "**River Spring Property**"), which is the subject of a proposed development and subdivision plat (the "**Plat**") for the "River Spring Estates" subdivision.

WHEREAS, in connection with the development of the River Spring Property and the City's consideration and approval of the Plat, the City required Developer to obtain from the Fischers, and the Fischers agreed to grant to the City, a nonexclusive, temporary easement over a portion of the Fischer Property for vehicular and pedestrian turnaround access to and from the planned public roadway to be identified on the Plat as "Pond Hollow Road," pursuant to the terms and conditions of a separate easement agreement (the "**Access and Turnaround Easement**") entered into among the parties concurrently herewith; and

WHEREAS, in consideration for the Access and Turnaround Easement, Developer and the City have agreed to waive any and all "pioneering" and other utility extension fees that the Fischers would otherwise be required to pay in connection with the future development of the Fischer Property, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions set forth herein, as well as the mutual benefits to be derived herefrom, the parties hereby agree as follows:

TERMS

1. **Waiver of Fees.** In consideration for the Access and Turnaround Easement, Developer and the City hereby acknowledge and agree that the Fischers shall not be required to enter into any "pioneering" agreement or other agreement with Developer or the City pertaining to, and shall not be required to pay any "pioneering" fees or to reimburse Developer or the City for, the costs of any utility extensions or other improvements constructed by or at the direction of Developer in connection with the development of the River Spring Property, which benefit, either directly or indirectly, the Fischer Property and any proposed or future development thereof by the Fischers or their successors.

2. Miscellaneous.

(a) Notices. All communications, consents, and other notices provided for in this Agreement shall be in writing and shall be effective on the date sent by receipted hand delivery, sent by confirmed facsimile, sent by nationally-recognized, overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the addresses set forth in the initial paragraph of this Agreement or to such other address(es) as either party may designate to the other party, in writing.

(b) No Pubic Gift or Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the Fischer Property or the River Spring Property for the general public or for any other public purpose whatsoever, it being the intention of the parties that this Agreement be limited to the purposes expressed herein.

(c) No Waiver. The failure of a party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

(d) Entire Agreement; Amendment; Governing Law. This Agreement, together with the Access and Turnaround Easement, contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

(e) Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement.

(f) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, and any other fees and costs incurred in the action or proceeding, in addition to any other relief to which such party may be entitled.

(g) Recording; Binding on Successors and Assigns. This Agreement shall be recorded in the Office of the County Recorder for Salt Lake County, Utah. All of the provisions in this Agreement shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

[signatures and acknowledgments on following page(s)]

IN WITNESS WHEREOF, Developer has caused this Agreement to be executed as of the day and year first written above.

LF RIVERTON SPRINGS LLC, a Utah limited liability company

By: [Signature]
Print Name: Todd Demarets
Title: Manager

STATE OF UTAH)
COUNTY OF Salt Lake) :SS

On the 14th day of November, 2014, this instrument was acknowledged before me by Todd Demarets, the Manager (title) of LF RIVERTON SPRINGS LLC, a Utah limited liability company.

[Signature]
Notary (Signature and Seal)

[signatures and acknowledgements continue on following page]



IN WITNESS WHEREOF, the City has caused this Agreement to be executed as of the day and year first written above.

RIVERTON CITY, a political subdivision of the State of Utah

By: [Signature]
Print Name: Bill Applegarth
Title: Mayor

Attest:

Approved as to Form:

By: [Signature]
Print Name: Joy Johnson
Title: Deputy Recorder

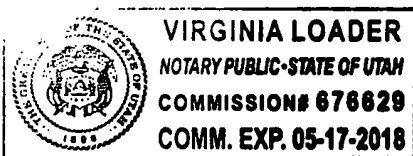
By: [Signature]
Print Name: FRANCIS
Title: CITY ATTORNEY

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

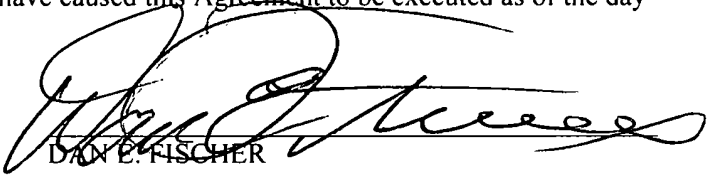
On the 15th day of April, 2017, this instrument was acknowledged before me by Bill Applegarth, the Mayor of RIVERTON CITY, a political subdivision of the State of Utah.

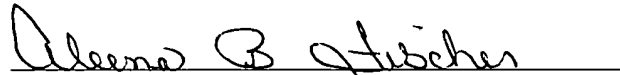
[Signature]
Notary Signature and Seal

[signatures and acknowledgements continue on following page(s)]



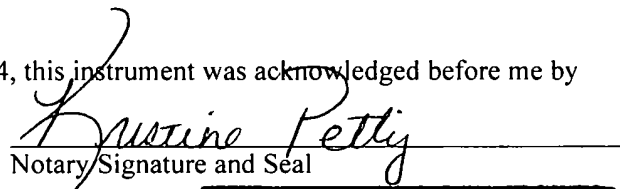
IN WITNESS WHEREOF, the Fischers have caused this Agreement to be executed as of the day and year first written above.


DAN E. FISCHER


ALEENA B. FISCHER

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

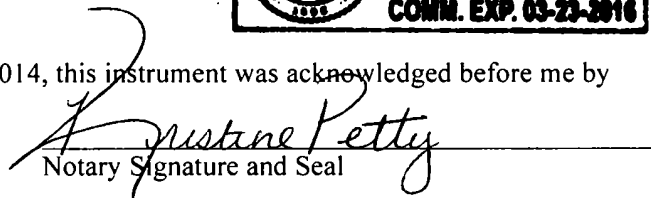
On the 3 day of November, 2014, this instrument was acknowledged before me by DAN E. FISCHER, an individual.


Notary Signature and Seal



STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 3 day of November, 2014, this instrument was acknowledged before me by ALEENA B. FISCHER, an individual.


Notary Signature and Seal

[end of signatures and acknowledgments]



EXHIBIT A

DESCRIPTION OF FISCHER PROPERTY

That certain real property located in Salt Lake County, Utah, more particularly described as follows:

Parcel 1:

BEGINNING AT A POINT WHICH IS SOUTH 939.84 FEET FROM THE SOUTHWEST CORNER OF LOT 3, SECTION 2, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 76 DEGREES 50 MINUTES 00 SECONDS EAST 1467.02 FEET; THENCE SOUTH 23 DEGREES 17 MINUTES 00 SECONDS WEST 160.99 FEET; THENCE NORTH 76 DEGREES 50 MINUTES 00 SECONDS WEST 2241.95 FEET; THENCE NORTH 44 DEGREES 00 MINUTES 00 SECONDS EAST 166.12 FEET; THENCE NORTH 76 DEGREES 50 MINUTES 00 SECONDS WEST 231.00 FEET; THENCE NORTH 50 DEGREES 00 MINUTES 00 SECONDS EAST 19.80 FEET; THENCE SOUTH 76 DEGREES 50 MINUTES 00 SECONDS EAST 927.20 FEET TO THE POINT OF BEGINNING.

Tax Parcel(s): 33-02-152-009

Parcel 2:

BEGINNING AT A POINT WHICH IS SOUTH 1102.61 FEET FROM THE SOUTHWEST CORNER OF LOT 3, SECTION 2, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 76 DEGREES 50 MINUTES 00 SECONDS EAST 1401.67 FEET; THENCE SOUTH 23 DEGREES 17 MINUTES 00 SECONDS WEST 182.00 FEET; THENCE NORTH 75 DEGREES 35 MINUTES 00 SECONDS WEST 2287.82 FEET; THENCE NORTH 44 DEGREES 00 MINUTES 00 SECONDS EAST 150.81 FEET; THENCE SOUTH 76 DEGREES 50 MINUTES 00 SECONDS EAST 840.28 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED RIGHT OF WAY:

BEGINNING AT A POINT WHICH IS SOUTH 939.84 FEET AND NORTH 76 DEGREES 50 MINUTES 00 SECONDS WEST 937.20 FEET FROM THE SOUTHWEST CORNER OF LOT 3, SECTION 2, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 76 DEGREES 50 MINUTES 00 SECONDS EAST 251.88 FEET; THENCE SOUTH 44 DEGREES 00 MINUTES 00 SECONDS EAST 316.93 FEET; THENCE NORTH 76 DEGREES 50 MINUTES WEST 231.00 FEET; THENCE NORTH 50 DEGREES 00 MINUTES 00 SECONDS EAST 19.80 FEET TO THE POINT OF BEGINNING.

Tax Parcel(s): 33-02-152-010

Parcel 3:

BEGINNING AT A POINT WHICH IS ON THE NORTH LINE AT THE MOST NORTHERLY POINT OF THE LAND CONVEYED TO GERALD C. PARRY AND ELAINE G. PARRY, TRUSTEES, IN THAT CERTAIN QUIT-CLAIM DEED RECORDED DECEMBER 30, 1986, AS ENTRY NO. 4374959, IN BOOK 5858, AT PAGE 2178 OF OFFICIAL RECORDS; SAID POINT BEING SOUTH 939.84 FEET AND NORTH 76 DEGREES 50 MINUTES WEST 937.20 FEET FROM THE SOUTHWEST CORNER OF LOT 3, SECTION 2, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 50 DEGREES EAST 56.22

FEET; THENCE SOUTH 76 DEGREES 50 MINUTES EAST 479.97 FEET, MORE OR LESS, TO THE WEST LINE OF THE LAND CONVEYED TO ANTONETTE STAKER AND A. GAIL STAKER IN THAT CERTAIN WARRANTY DEED RECORDED MAY 22, 1981, AS ENTRY NO. 3567477, IN BOOK 5251, AT PAGE 393 OF OFFICIAL RECORDS; THENCE ALONG SAID WEST LINE SOUTH 22 DEGREES 16 MINUTES WEST 45.57 FEET, MORE OR LESS, TO THE AFOREMENTIONED NORTH LINE; THENCE ALONG SAID NORTH LINE NORTH 76 DEGREES 50 MINUTES WEST 506.47 FEET TO THE POINT OF BEGINNING.

Tax Parcel(s): 33-02-152-025

EXHIBIT B

DESCRIPTION OF RIVER SPRING PROPERTY

That certain real property located in Salt Lake County, Utah, more particularly described as follows:

A PORTION OF THE NW1/4 OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN RIVERTON, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°00'44"W ALONG THE SECTION LINE 386.82 FEET AND EAST 81.39 FEET FROM THE WEST ¼ CORNER OF SECTION 2, T4S, R1W, S.L.B. & M.; THENCE N57°00'00"E 82.74 FEET; THENCE ALONG THE ARC OF A 173.00 FOOT RADIUS CURVE TO THE LEFT 26.82 FEET THROUGH A CENTRAL ANGLE OF 8°53'00" (CHORD: N52°33'30"E 26.80 FEET); THENCE N48°07'00"E 304.09 FEET; THENCE N49°55'00"E 353.24 FEET; THENCE N50°53'00"E 126.89 FEET; THENCE ALONG THE ARC OF A 273.00 FOOT RADIUS CURVE TO THE LEFT 220.69 FEET THROUGH A CENTRAL ANGLE OF 46°19'00" (CHORD: N27°43'30"E 214.73 FEET; THENCE N4°34'00"E 135.87 FEET; THENCE N10°11'00"E 53.80 FEET TO THE SOUTH LINE OF LOT 4 OF SAID SECTION 2, THE PREVIOUS 8 (EIGHT) COURSES AND DISTANCES ALONG A LINE PARALLEL WITH, AND 82.50 FEET SOUTHERLY OF THE CENTERLINE OF THE SOUTH JORDAN CANAL; THENCE N89°24'41"E 44.90 FEET ALONG THE SOUTH LINE OF SAID LOT 4 TO THE WESTERLY LINE OF LANDS OF RIVERTON CITY DESCRIBED IN DEED BOOK 97782 PAGE 9673 OF THE OFFICIAL RECORDS OF SALT LAKE COUNTY; THENCE S19°47'21"W ALONG SAID DEED 3.83 FEET; THENCE N89°08'31"E ALONG SAID DEED 20.99 FEET TO LANDS OF THE SOUTH VALLEY SEWER DISTRICT; THENCE S14°02'42"E ALONG SAID LANDS 13.44 FEET; THENCE S5°00'00"W 350.35 FEET ALONG SAID LANDS AND ALONG THE EXTENSION OF, AND ALONG THE WESTERLY LINE OF THAT REAL PROPERTY DESCRIBED IN DEED BOOK 9602 PAGE 4564; THENCE S23°40'00"W ALONG SAID DEED 9.42 FEET TO THE NORTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED BOOK 10018 PAGE 6404; THENCE ALONG SAID DEED THE FOLLOWING 5 (FIVE) COURSES AND DISTANCES: WEST 42.81 FEET; THENCE S22°00'00"W 45.67 FEET; THENCE S27°07'13"W 124.10 FEET; THENCE S51°31'00"E 51.13 FEET; THENCE S80°42'20"E 379.74 FEET TO THE SOUTHWEST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED BOOK 8735 PAGE 4192; THENCE S76°18'00"E 1,062.85 FEET ALONG SAID DEED, AND ALSO ALONG SAID DEED RECORDED IN BOOK 10018 PAGE 6404, AND ALONG THE SOUTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED BOOK 5884 PAGE 2505 TO THE WESTERLY LINE OF LANDS OF THE SOUTH VALLEY SEWER DISTRICT AS DESCRIBED IN DEED BOOK 10163 PAGE 6248; THENCE S21°30'00"W ALONG SAID DEED 301.03 FEET; THENCE ALONG THE NORTHERLY LINES OF THAT REAL PROPERTY DESCRIBED IN DEED BOOK 8403 PAGES 1547 AND 1557 OF THE OFFICIAL RECORDS OF SALT LAKE COUNTY THE FOLLOWING 6 (SIX) COURSES AND DISTANCES: N76°13'00"W 1,229.93 FEET; THENCE N22°16'00"E 45.56 FEET; THENCE N76°50'00"W 479.97 FEET; THENCE S50°00'00"W 54.38 FEET; THENCE N76°13'00"W 48.01 FEET; THENCE S50°37'00"W 19.62 FEET TO THE NORTHEASTERLY LINE OF THAT REAL PROPERTY DESCRIBED IN DEED BOOK 8935 PAGE 6300 OF THE OFFICIAL RECORDS OF SALT LAKE COUNTY; THENCE ALONG SAID DEED THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES: N75°30'02"W 16.09 FEET; THENCE S48°09'58"W 148.49 FEET; THENCE ALONG THE ARC OF A 767.00 FOOT RADIUS CURVE TO THE RIGHT 109.99 FEET THROUGH A CENTRAL ANGLE OF 8°12'59" (CHORD: S52°16'28"W 109.90 FEET; THENCE S56°22'58"W 92.38 FEET TO THE NORTHEASTERLY LINE OF THAT REAL PROPERTY DESCRIBED IN DEED BOOK 5838 PAGE 518; THENCE N75°19'02"W ALONG SAID DEED 22.73 FEET TO THE POINT OF BEGINNING.

CONTAINS: 12.62+/- ACRES