

When Recorded Return To:  
Town of Hideout  
Attn: Town Clerk  
18060 N. Hideout Trail  
Hideout, Utah 84036

### **ACKNOWLEDGEMENT AND WAIVER**

This Acknowledgement and Waiver ("Acknowledgement") is made this 20 day of March, 2020 by Klaim LLC, a Utah limited liability company, and Solstice Homes, LLC, a Utah limited liability company (collectively, "**Developer**") on the one hand, and the Town of Hideout, a political subdivision of the State of Utah ("**Town**") on the other.

### **BACKGROUND**

A. Developer owns certain real property within the municipal boundaries of the Town ("**Property**"). The Property is known as Wasatch County Parcel Nos. 00-0020-8158 and 00-0020-8166 and is more particularly described on Exhibit A hereto. Developer has received certain approvals from the Town Council to develop the Property. Developer desires to record one or more final plats for the residential subdivision Developer is constructing on the Property ("**Subdivision**"). Developer intends to dedicate the streets within the Subdivision. The Developer's intended primary access to the Property extends from State Road 248 across adjacent real property not owned by Developer before it reaches the Property ("**Adjacent Parcel**").

B. Prior to approval of a Subdivision, the Town requires the Property to have legal access, as required under Section 11.06.117(19) of the Town Code, as the same has been or may be amended. The Utah Department of Transportation ("**UDOT**") is the owner of the Adjacent Parcel and has not yet approved access across its property to State Road 248.

C. The Town is not willing to approve plats for the Subdivision or accept a dedication of the streets within the Subdivision unless all components of the Town Code are satisfied, including legal access to the Property from State Road 248.

D. Developer desires to obtain building permits for construction of residential structures prior to having final plats for the Property recorded.

### **ACKNOWLEDGEMENT**

In order for Developer to proceed with the development of the Property, and for valuable consideration received by Developer, Developer agrees as follows and makes the following Acknowledgement, knowing and intending that the Town will rely on the same:

1. At Risk Development. If the Town issues any building permits to Developer for vertical construction of buildings or residential units within the Subdivision, Developer acknowledges and

agrees that Developer bears all risk associated with commencing such construction prior to recording plats for the Subdivision. Without limiting the generality of the foregoing, Developer assumes and bears all risk that such construction does not conform with the setback requirements, public utility easements, etc., of any final plat for the Subdivision.

2. No Recordation of Plats Without Access. Developer acknowledges and agrees that the Town will not approve any final subdivision plats for the Property and will not accept any dedication of the streets within the Subdivision unless and until Developer demonstrates that legal access to the Property from State Road 248 exists at a location approved by UDOT.

a. Notwithstanding the foregoing, the Town will provide good faith and commercially reasonable efforts to assist Developer in obtaining Access across the Adjacent Parcel, including, if required by UDOT, making applications for permits or approvals which would facilitate construction of a public access from State Road 248 to the Property. The Town make its best efforts to submit any responses, correspondence, communications and applications requested by UDOT within five (5) business days of receipt of a request for such information, so long as such information is within the Town's custody or control or otherwise reasonably available to the Town. Developer shall bear all costs associated with such applications for permits or approvals and shall reimburse the Town for all costs expended or incurred by the Town in connection with the same.

b. When Developer demonstrates that legal access to the Property from State Road 248 exists across the Adjacent Parcel, the Town shall accept the dedication of the streets within the Subdivision which are intended to be dedicated to the public when: (i) an approved plat for the Subdivision has been recorded; (ii) construction of such streets has been completed; (iii) such construction confirms to the applicable standards set forth in the Town's code and ordinances; and (iv) Developer has paid all applicable costs and fees associated with the access or the streets including, without limitation, such bonds as may be required under the Town's code.

3. No Certificates of Occupancy Until Compliance. Developer acknowledges and agrees that the Town will not issue certificates of occupancy for any buildings or residential units within the Subdivision unless and until a plat for the portion of the Subdivision where such structures are located has been recorded and the building or residential unit otherwise complies with all requirements of the Town Code.

4. Waiver and Indemnification. In consideration of the Town's granting of building permits prior to recordation of a final plat for the Subdivision, Developer hereby waives all claims which Developer has, may have, or may have hereafter, which arise from, or relate in any way, to Developer's construction of vertical improvements on the Property prior to the recordation of a final plat for the Property. Developer also promises to indemnify and hold the Town harmless from and against any actions, claims, damages, expenses, injuries, liabilities, or other losses incurred by, or asserted against, the Town as a result of or in any way relating to Developer's construction of vertical improvements on the Property prior to the recordation of a final plat for the Property,

provided, however, that the foregoing indemnity and waiver shall not apply to the extent any such claim is caused by the gross negligence or willful misconduct of the Town.

5. Reliance. Developer understands that the promises and agreements set forth herein are intended to induce the Town to issue building permits prior to the recordation of a final plat for the Property, and that the Town will rely on such promises and agreements in issuing such building permits.

6. Run with the Land. This Acknowledgement, and the provisions hereof, will be binding on Developer, and Developer's successors and assigns, and will run with the Property. Upon recordation of a plat map for any portion of the Subdivision, the Town's engineer or other designee of the Town will attempt to determine whether any buildings, infrastructure, and/or improvements then constructed, or under construction, on, under, or within such portion of the Subdivision comply with and are consistent with the plat, the approved construction drawings, and all applicable ordinances and codes. Developer agrees to provide to the Town all documents or other evidence reasonably requested by the Town in making such a determination. If the Town confirms such compliance and consistency, the Town will execute a release and termination of this Acknowledgement as to any portions of the Subdivision for which a plat has been recorded and compliance and consistency have been confirmed.

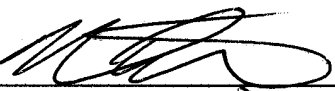
7. Scope. This Acknowledgment is made in addition to, and does not abrogate in whole or in part, Developer's or the Town's duties and obligations under any other agreement which the parties have entered together including, without limitation, the *Master Development Agreement for Klaim Project*, recorded against the Property on July 25, 2019, as Entry No. 465941.


WHEREFORE, Developer has executed this Acknowledgement effective as of the date set forth above.

#### DEVELOPER

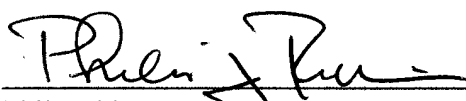
**Klaim LLC**, a Utah limited liability company

**Solstice Homes, LLC**

By:   
 Name: Mason Dutton  
 Title: Manager

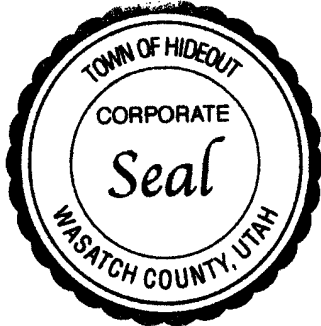
By:   
 Name: Mason Dutton  
 Name: Manager

#### TOWN

  
 Phil Rubin, Mayor

Attest:

Allison Lutes, Town Clerk



**Acknowledgment for Solstice Homes, LLC**

County of Wasatch )

ss.

State of Utah UTAH )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 20 20, by Mason Dutton as the Manager of Solstice Homes, LLC, a Utah limited liability company.

  
Notary Public JAN MCCOSH

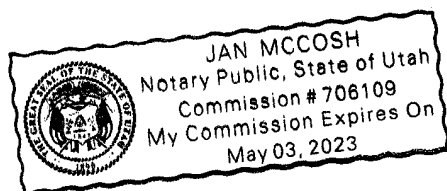
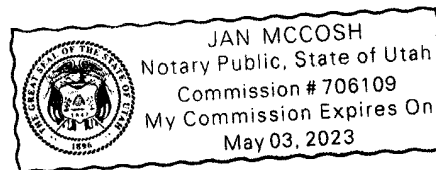
**Acknowledgement for Klaim LLC**

County of Wasatch )

ss.

State of Utah UTAH )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 20 20, by Mason Dutton as the Member of Klaim, LLC, a Utah limited liability company.

  
Notary Public JAN MCCOSH

**Exhibit A**

**Parcel 1:**

Beginning at the Northeast Corner of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian, having State Plane Coordinates Y=2 257581.916 meters and x= 508 809.4945 meters, and running thence, using State Plane Coordinate Bearings, NAD 93: South 00°20'08" East (deed; South 00°19'23" East) 1309.61 feet, thence South 89°25'31" West (deed: South 89°26'16" West) 1336.577 feet (to close)(Deed: 1336.60 feet), thence South 00°08'33" East (deed: South 00°07'48" East) 510.534 feet to the Northerly Right of Way Line of Highway 289, thence North 47°34'24" West 608.635 feet along said Right of Way to the Easterly line of Evelyn Rodeback's property, thence leaving said Right of Way North 00°04'41" West (deed: North 00°03'56" West) 1408.72 feet to the North Line of said Section 17, thence North 89°32'34" East (deed: North 89°33'19" East) 1778.805 feet to the point of beginning.

**Parcel 2:**

A parcel of land located in the West one-half of the Northeast quarter and the East one-half of the Northwest quarter of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point South 89°33'19" West 1778.805 feet and South 00°03'56" East 877.49 feet from the Northeast corner of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian; and running thence South 00°03'56" East 875.55 feet; thence South 89°23'57" West 1114.71 feet; thence North 00°05'38" East 877 .09 feet; thence North 89°28'38" East 1112.25 feet to the point of beginning.

Less and excepting that portion belonging to the United States of America pursuant to Warranty Deed recorded December 14, 1987 with Entry No. 44409 in Book 196 at Page 385, Wasatch County, State of Utah Official Records.

Also, less and excepting any portion of the above described legal that lies South and Southwesterly of the Northerly line of State Highway S.R. 248.