



**RIVERTON CITY  
FIELD TRIP,  
REGULAR CITY COUNCIL MEETING AND  
WORK SESSION  
AGENDAS**

**October 1, 2013**

Notice is hereby given that the Riverton City Council will be taking a **Field Trip** to the Riverton Main Park and the Riverton City Cemetery beginning at **5:00 p.m.** on **October 1, 2013**.

Notice is hereby given that the Riverton City Council will hold a **Regular City Council Meeting and Work Session** beginning at **6:30 p.m.** on **October 1, 2013** at Riverton City Hall, located at 12830 South 1700 West, Riverton, Utah

**1. GENERAL BUSINESS**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Presentations/Reports
  1. Recognition of Boy Scout Troops
  2. Riverton Choice Awards for Excellence in Education – Foothills Elementary School
4. Public Comments

**2. STAFF REPORTS**

1. Lance Blackwood, City Manager
2. Safety Training – *Ryan Carter, City Attorney*

**3. PUBLIC HEARINGS** – There are no Public Hearings scheduled

**4. DISCUSSION/ACTION ITEMS**

1. **Resolution No. 13-50** – issuing a temporary moratorium on the sale of burial plots in the new section of the Riverton City Cemetery in Zone 1 – *Ryan Carter, City Attorney*
2. **Final Site Plan**, Delton Sports Center, 3693 West 12600 South, C-R Zone, Mark Orr, Applicant – *Jason Lethbridge, Planning Manager*
3. **Final Site Plan**, Riverton Meadows Lot #7 Retail Building, 12575 South Rhetski Lane, C-R Zone, Marty Biljanic, Applicant - *Jason Lethbridge, Planning Manager*

**5. CONSENT AGENDA**

1. **Minutes:** RCCM 09-17-13
2. **Bond Releases:** N/A
3. **Resolution No. 13-47** – approving a Settlement Agreement for a civil claim filed against the State of Utah, Department of Transportation, Herriman City, and Riverton City by Tower Acquisitions, LLC in office of the Private Property Ombudsman – *Ryan Carter, City Attorney*
4. **Resolution No. 13-48** – approving the execution of an Interlocal Cooperation Agreement between Riverton City and Herriman City for the overlay of 13400 South Street from 5500 West and Mountain View Highway – *Trace Robinson, Public Works Director*
5. **Resolution No. 13-49** - authorizing the Mayor to enter into a Lease Agreement with The Salt Lake Valley Law Enforcement Service Area (SLVLESA) – *Ryan Carter, City Attorney*

**6. ELECTED OFFICIAL REPORTS**

1. Mayor Bill Applegarth
2. Council Member Brent Johnson
3. Council Member Al Leavitt
4. Council Member Sheldon Stewart
5. Council Member Tracy Thaxton
6. Council Member Roy Tingey

**7. UPCOMING MEETINGS**

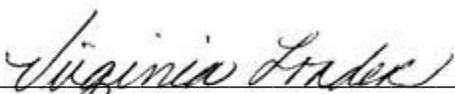
1. October 15, 2013 – Regular City Council Meeting – 6:30 p.m.
2. November 5, 2013 – No Meeting Scheduled
3. November 19, 2013 – Regular City Council Meeting – 6:30 p.m.
4. December 3, 2013 – Regular City Council Meeting – 6:30 p.m.
5. December 17, 2013 – No Meeting Scheduled

**8. WORK SESSION – Issues for Discussion Only**

1. Installation of “Rules and Regulation” signage at the Riverton Cemetery– *Sheril Garn, Parks & Recreation Director*
2. Riverton City Historical Artifacts located in the Main Park – *Ryan Carter, City Attorney*
3. Consideration of a License Agreement for the Riverton Historical Society – *Ryan Carter, City Attorney*

**9. ADJOURN**

Dated this 27<sup>th</sup> day of September 2013

  
 Virginia Loader, MMC  
 Riverton City Recorder

**Public Comment Procedure**

At each Regular City Council Meeting any person wishing to comment on any item not otherwise on the Agenda may address the Governing Body during the Public Comment period. The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to no more than three (3) minutes, unless additional time is authorized by the Mayor. Citizen groups will be asked to appoint a spokesperson, who shall limit their comments to no more than five (5) minutes. All comments shall be directed to the Mayor and City Council. No person addressing the Governing Body during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate or dialogue with the Mayor, City Council or City Staff during the meeting.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations or assistance during this meeting shall notify the City Recorder’s Office at 801-208-3126, at least 24 hours prior to the meeting. Accessible parking and entrance are located on the south end of the building with elevator access to the City Council Chambers located on the second floor.

**Certificate of Posting**

I, Virginia Loader, the duly appointed and acting Recorder for Riverton City certify that, at least 24 hours prior to such meeting, the foregoing City Council Agenda was emailed to the Salt Lake Tribune, Deseret News and the South Valley Journal. A copy of the Agenda was also posted in the City Hall Lobby, on the City’s Website at [www.rivertoncity.com](http://www.rivertoncity.com), and on the Utah Public Meeting Notice Website at <http://pmn.utah.gov>.

Dated this 27<sup>th</sup> day of September 2013

Virginia Loader, MMC  
 Recorder

To receive City Council Agendas electronically, please email your request to  
[vloader@rivertoncity.com](mailto:vloader@rivertoncity.com)



## Issue Paper

Item No. 1

<b>Presenter/Submitted By:</b>	Sheril Garn, Parks & Recreation Director	
<b>Subject:</b>  Riverton Park Field Trip	<b>Meeting Date:</b> October 1, 2013	
	<b>Fiscal Impact:</b> N/A	
	<b>Funding Source:</b> N/A	
<b>Background:</b>  The purpose of this field trip is to clarify for the Council which of the trees will be remaining and which trees will be removed due to the Riverton Park Renovation Project.		
<b>Recommendation:</b>  N/A		
<b>Recommended Motion:</b>  N/A		



# Issue Paper

Item No. 1.3.1

<b>Presenter/Submitted By:</b>	Mayor Applegarth	
<b>Subject:</b>  Riverton City Choice Awards for Excellence in Education – Foothills Elementary School	<b>Meeting Date:</b> October 1, 2013	
	<b>Fiscal Impact:</b> N/A	
	<b>Funding Source:</b> N/A	
<b>Background:</b>    <b>Riverton City Choice Awards for Excellence in Education Foothills Middle School</b>  <b><u>Girl Student: Sidney Stover</u></b> –  <b><u>Boy Student: Dallin Tycksen</u></b> –  <b><u>Educator: Mr. Michael Farnsworth</u></b> –		



## Issue Paper

Item No. 4.1

<b>Presenter/Submitted By:</b>	Sheril Garn, Parks & Recreation Director	
<b>Subject:</b>  Passing of a resolution issuing a temporary moratorium on the sale of burial plots within the new section of the Riverton City Cemetery.	<b>Meeting Date:</b> October 1, 2013	
	<b>Fiscal Impact:</b> N/A	
	<b>Funding Source:</b> N/A	
<b>Background:</b>  Due to the necessary sod repair/replacement in the new section of the Riverton City Cemetery, Staff is recommending the City Council pass a resolution issuing a temporary moratorium on the sale of burial plots outlined in exhibit A. If the need arises to occupy a presold plot in Zone 1, Staff will take the necessary precautions to protect the newly planted area while preparing the grave site. If damage occurs during preparation, or as headstones are placed, repairs will be made as soon as weather permits.		
<b>Recommendation:</b>  Approve a resolution issuing a temporary moratorium on the sale of burial plots in the new section of the Riverton Cemetery in Zone 1		
<b>Recommended Motion:</b>  "I move the Riverton City Council approve <u>Resolution No. 13-50</u> - issuing a temporary moratorium on the sale of burial plots in the new section of the Riverton Cemetery in Zone 1, as indicated in exhibit A."		



## Issue Paper

Item No 4.1

<b>Presenter/Submitted By:</b> Sheril Garn, Parks & Recreation Director	
<b>Subject:</b>  Passing of a resolution issuing a temporary moratorium on the sale of burial plots within the new section of the Riverton City Cemetery	<b>Meeting Date:</b> October 1, 2013
	<b>Fiscal Impact:</b> N/A
	<b>Funding Source:</b> N/A
<b>Background:</b>  Due to the necessary sod repair/replacement in the new section of the Riverton City Cemetery, Staff is recommending the City Council pass a resolution issuing a temporary moratorium on the sale of burial plots outlined in exhibit A. If the need arises to occupy a presold plot in Zone 1, Staff will take the necessary precautions to protect the newly planted area while preparing the grave site. If damage occurs during preparation, or as headstones are placed, repairs will be made as soon as weather permits	
<b>Recommendation:</b>  Approve a resolution issuing a temporary moratorium on the sale of burial plots in the new section of the Riverton Cemetery in Zone 1	
<b>Recommended Motion:</b>  "I move the Riverton City Council approve <u>Resolution No. 13-50</u> - issuing a temporary moratorium on the sale of burial plots in the new section of the Riverton Cemetery in Zone 1, as indicated in exhibit A "	

**THE CITY OF RIVERTON, UTAH**  
A Municipal Corporation

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ISSUING A TEMPORARY MORATORIUM ON SALE OF BURIAL  
PLOTS WITHIN THE RIVERTON CITY CEMETERY

WHEREAS, Title 10-8-2 Riverton Municipal Code empowers the Riverton City Council to purchase, receive, hold, sell, and dispose of real and personal property for the benefit of the municipality, and do any other thing in relation to said property that an individual could do, and

WHEREAS, Riverton City is the owner of the Riverton City Cemetery, which the Riverton City Council caused to be improved, with a newly expanded cemetery area that includes over 600 new burial plots, and

WHEREAS, Riverton City has experienced some difficulty in establishing landscaping in areas of the Riverton City Cemetery, and some areas need to undergo sod replanting, and

WHEREAS, The Riverton City Council finds and determines that permitting burial plot sales to continue in areas which need to be replanted will interfere with the ability of the Sod to become established, and

WHEREAS, the Riverton City Council finds that a temporary moratorium on additional sales of burial plots within areas which need to be replanted will aid in establishing areas which need to be replanted;

NOW, THEREFORE, BE IT ORDAINED BY THE RIVERTON CITY COUNCIL,  
UTAH

- Section 1.** A map of the Riverton City Cemetery is attached hereto as Exhibit A and incorporated herein by reference.
- Section 2.** The Mayor is directed to instruct City staff that Riverton City shall not offer for sale any burial plots in areas lying within Zone 1 of the attached map of the Riverton City Cemetery
- Section 3.** The Mayor is directed to advise City staff that Riverton City may continue to offer for sale burial plots lying within Zone 2 of the attached Map.
- Section 4.** This temporary zoning regulation shall remain in effect until such date as the Riverton City Council adopts an resolution which repeals this ordinance or

October 1, 2014, whichever occurs earlier

**Section 5.** This Ordinance shall become effective immediately upon passage.

**PASSED AND ADOPTED** this \_\_\_\_ day of October 2013 by the following vote:

Council Member Brent Johnson	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Council Member Al Leavitt	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Council Member Sheldon Stewart	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Council Member Tracy Thaxton	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Council Member Roy Tingey	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**RIVERTON CITY**

[SEAL]

\_\_\_\_\_  
Bill Applegarth, Mayor

**ATTEST:**

\_\_\_\_\_  
Virginia Loader, MMC  
Recorder



R25 R26 R27 R28 R29 R30 R31 R32 R33 R34 R35 R36 R37 R38

L29

L29

L28

L28

L27

L27

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L26

L25

L25

L24

L24

L23

L23

R25 R26 R27 R28 R29 R30 R31 R32 R33 R34 R35 R36 R37 R38



## Issue Paper

Item No. 4.2

<b>Presenter/Submitted By:</b>	Jason Lethbridge, Planning Manager	
<b>Subject:</b>  <b>FINAL SITE PLAN, DELTON SPORTS CENTER, 3693 WEST 12600 SOUTH, C-R ZONE, MARK ORR OF DELTON SPORTS CENTER, APPLICANT</b>	<b>Meeting Date:</b> October 1, 2013	
	<b>Fiscal Impact:</b> N/A	
	<b>Funding Source:</b> N/A	
<b>Background:</b>  <p>Mark Orr of Delton Sports Center has submitted an application for final commercial site plan approval for property located in the Spring Creek Commercial Development at 3693 West 12500 South. The property is currently vacant ground and is zoned C-R (Commercial Regional). To the north property is also zoned C-R as is property to the east. To the south property is zoned C-R and currently has a funeral home being constructed. Property to the east is zoned RR-22 (Rural Residential ½ acre lots) and is utilized as residential. It should be noted that these properties are all master planned for regional commercial zoning.</p> <p>Delton Sports Center is proposing to construct a family entertainment center that includes a bowling alley, arcade center, laser tag and associated food and beverage services in a single 30,500 square foot building. The site will be constructed with the building adjacent to the northern property line with parking areas along the west and southern portions of the parcel.</p>		
<b>Recommendation:</b>  <p>On September 26, 2013, the Planning Commission voted to recommend APPROVAL of this Final Site Plan application.</p>		
<b>Proposed Motion</b>  <p>“I move the City Council APPROVE the Delton Sports Center final commercial site plan, application number PL-13-8004, located at 3693 West 12600 south with the following conditions:</p> <ol style="list-style-type: none"> <li>1. Storm drainage systems and accommodation comply with Riverton City standards and ordinances, and with the recommendations of the Riverton City Engineering Division.</li> <li>2. An interim storm drainage and erosion control plan and an access management plan be approved by the City prior to any construction or grading on the site.</li> <li>3. The site and structures comply with any and all applicable Riverton City standards and ordinances, including the International Building and Fire Codes.”</li> </ol>		

**RIVERTON CITY  
MEMORANDUM**

**TO:** Honorable Mayor and City Council

**FROM:** Development Review Committee

**DATE:** October 1, 2013

**SUBJECT:** FINAL SITE PLAN, DELTON SPORTS CENTER, 3693 WEST 12600 SOUTH, C-R ZONE, MARK ORR OF DELTON SPORTS CENTER, APPLICANT.

**PL NO.:** 13-8004 – DELTON SPORTS CENTER FINAL SITE PLAN

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**On September 26, 2013, the Planning Commission voted to recommend APPROVAL of this Final Site Plan application. The Planning Commission had also held a hearing on this item on September 12, 2013. Minutes from that meeting, and a record of motion from the Commission's vote on this item, are included below. The Planning Commission recommended the following motion:**

I move the City Council APPROVE the Delton Sports Center final commercial site plan, application number PL-13-8004, located at 3693 West 12600 south with the following conditions:

1. Storm drainage systems and accommodation comply with Riverton City standards and ordinances, and with the recommendations of the Riverton City Engineering Division.
2. An interim storm drainage and erosion control plan and an access management plan be approved by the City prior to any construction or grading on the site.
3. The site and structures comply with any and all applicable Riverton City standards and ordinances, including the International Building and Fire Codes.

**BACKGROUND:**

Mark Orr of Delton Sports Center has submitted an application for final commercial site plan approval for property located in the Spring Creek Commercial Development at 3693 West 12500 South. The property is currently vacant ground and is zoned C-R (Commercial Regional). To the north property is also zoned C-R as is property to the east. To the south property is zoned C-R and currently has a funeral home being constructed. Property to the east is zoned RR-22 (Rural Residential ½ acre lots) and is utilized as residential. It should be noted that these properties are all master planned for regional commercial zoning.

Delton Sports Center is proposing to construct a family entertainment center that includes a bowling alley, arcade center, laser tag and associated food and beverage services in a single 30,500 square foot building. The site will be constructed with the building adjacent to the northern property line with parking areas along the west and southern portions of the parcel. Along the eastern property line rests a 63 foot wide storm water management pond. This pond handles storm water generated from the overall Spring Creek Commercial Development and its configuration will remain as currently designed.

Access to the site is gained from 12600 South through the Larkin Mortuary site and also from Meadow Spring Lane, a private road running north of the building. Meadow Spring Lane provides connections to both 3600 West on the east and Creek Meadow Road, a public road to the west where a full lighted intersection exists at 12600 South. There are cross access easements and agreements in place that guarantee the ability of customers of bowling alley to cross the mortuary property in order to access the site and vice versa. In fact, on the eastern side of the building a 12' access road is proposed. This road is being proposed to accommodate traffic needs generated by the mortuary in the form of funeral processions, etc.

At the request of the Planning Commission, staff has researched parking standards for bowling alleys. The biggest demand for parking comes during league changes. Most cities require parking based upon the number of lanes and those parking requirements found range anywhere between 3 parking spaces per lane up to 7 spaces, the most common parking requirement being around 4 and 5 parking spaces per lane. Therefore, Riverton City's ordinance requirement of 4 spaces per lane is right in line with standard parking requirements for bowling alleys found at other cities. In reviewing both Riverton City's requirement and discussing the parking needs as described by the applicant

The building architecture includes a brick wainscot along the lower course of the building, and roofline variations that help to break up the mass of the building. The architecture is consistent with the requirements of the Commercial Regional Zone, and with the expectations of Riverton City.

Staff is recommending approval with the conditions listed above.

#### **ATTACHMENTS:**

The following items are attached for your review:

1. A copy of the Site Plan application
2. An 8½"x11" copy of the Zoning Map
3. An 8 ½ "x11" copy of the Aerial Views
4. An 11"x17" copy of the Site Plan and Landscape Plans.
5. An 11"x17" copy of the building elevations



PL No. 13-8004  
Date 7/10/2013

# Application

## Site Plan

A. Applicant's Name DELTON SPORTS CENTER  
Home Address 3544 W. 3500 SO  
City WEST VALLEY State UT Zip 84119  
Telephone # 801-968-4821 Mobile # 801-243-5674  
E-mail Address DENTALTEMPSUT@GMAIL.COM Fax # 801-768-0851

B. Primary Contact Person MARK ORR  
Address 8410 NORTH RAACH RD  
City EAGLE MOUNTAIN State UT Zip 84005  
Telephone # 801-243-5674 Mobile # 801-243-5674  
E-mail Address DENTALTEMPSUT@GMAIL.COM Fax # 801-768-0851

- C. Project Information
- Name of Proposed Business DELTON SOUTH VALLEY
  - Address 3693 WEST 12500 SOUTH
  - Description of the Proposed Business FAMILY ENTERTAINMENT/BOWLING/LASER TAG/ARCADE/FOOD + BEVERAGE
  - Sidwell/Tax ID# 27-29-326-027 Total Acreage of the Site 3 ACRES
  - Current Zoning of the Proposed Site COMMERCIAL  
Zoning of Adjacent Parcels: North COMM South COMM East RES West COMM
  - Current Use of the Land VACANT
  - Number of Existing Structures 0
  - Describe the Proposed Use and Structures for the Site FAMILY ENTERTAINMENT
  - Did this Project Require a Rezone? Yes  No  If Yes, PL# \_\_\_\_\_
  - Did this Project Require a Conditional Use Permit? Yes  No  If Yes, PL# \_\_\_\_\_

*By signing this application, I acknowledge that I have read and understood the application, ordinances, checklists, etc. associated with this application, and that any and all required drawings, plans, and other submittals are included and complete. All drawings and plans, and the proposed development, must comply with the requirements of the Engineering Plan Review Checklist, Riverton City Standards and Specifications, and all applicable Riverton City ordinances and standards.*

Mark Orr  
Applicant's Signature  
Date 6-13-13

\*\*\*You will receive a letter following the Planning Commission and City Council meeting providing status of your application\*\*\*

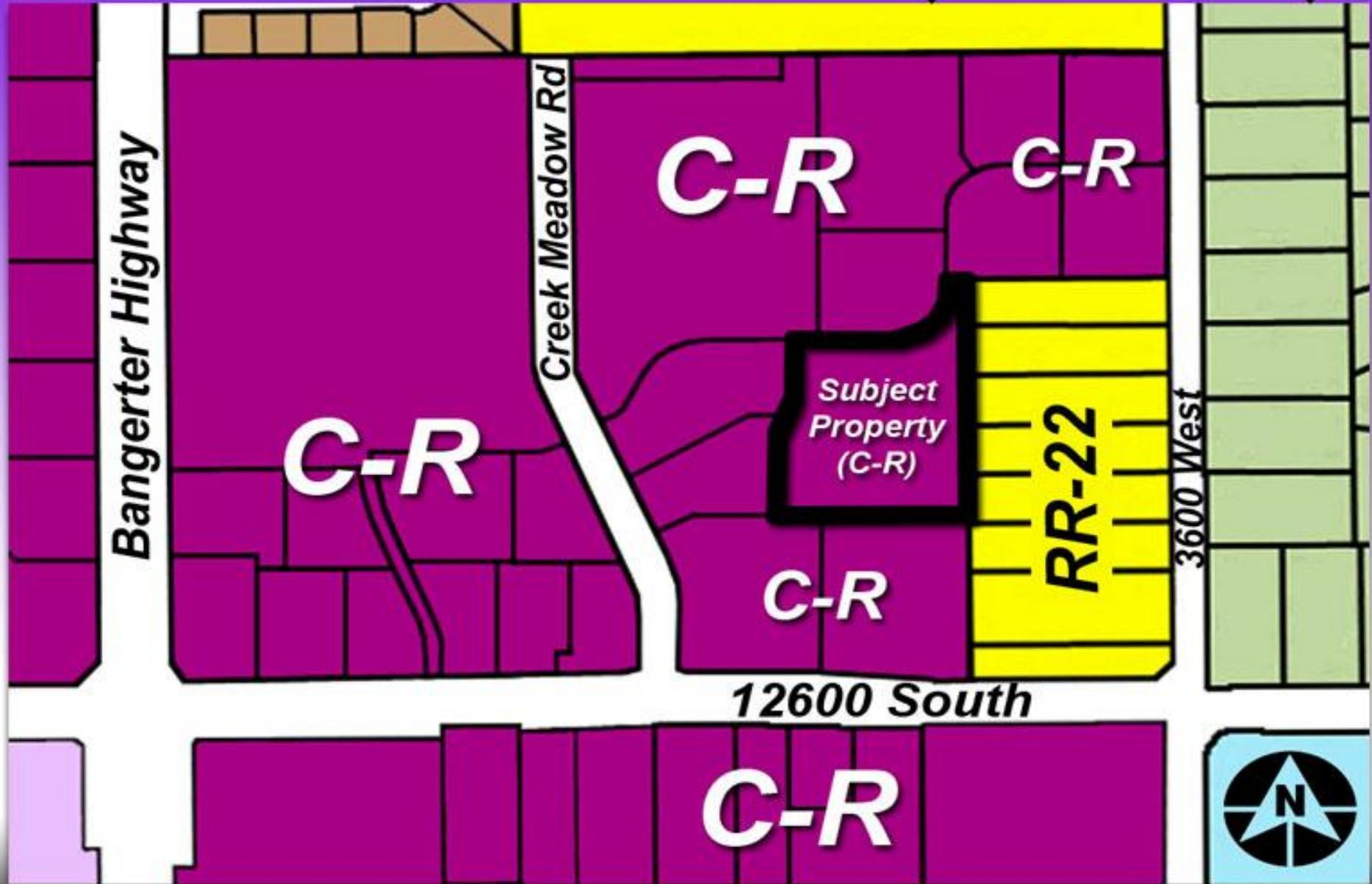
# DELTON SPORTS CENTER

Aerial View



# DELTON SPORTS CENTER

Zoning Map



**105 TOTAL  
PARKING  
STALLS**

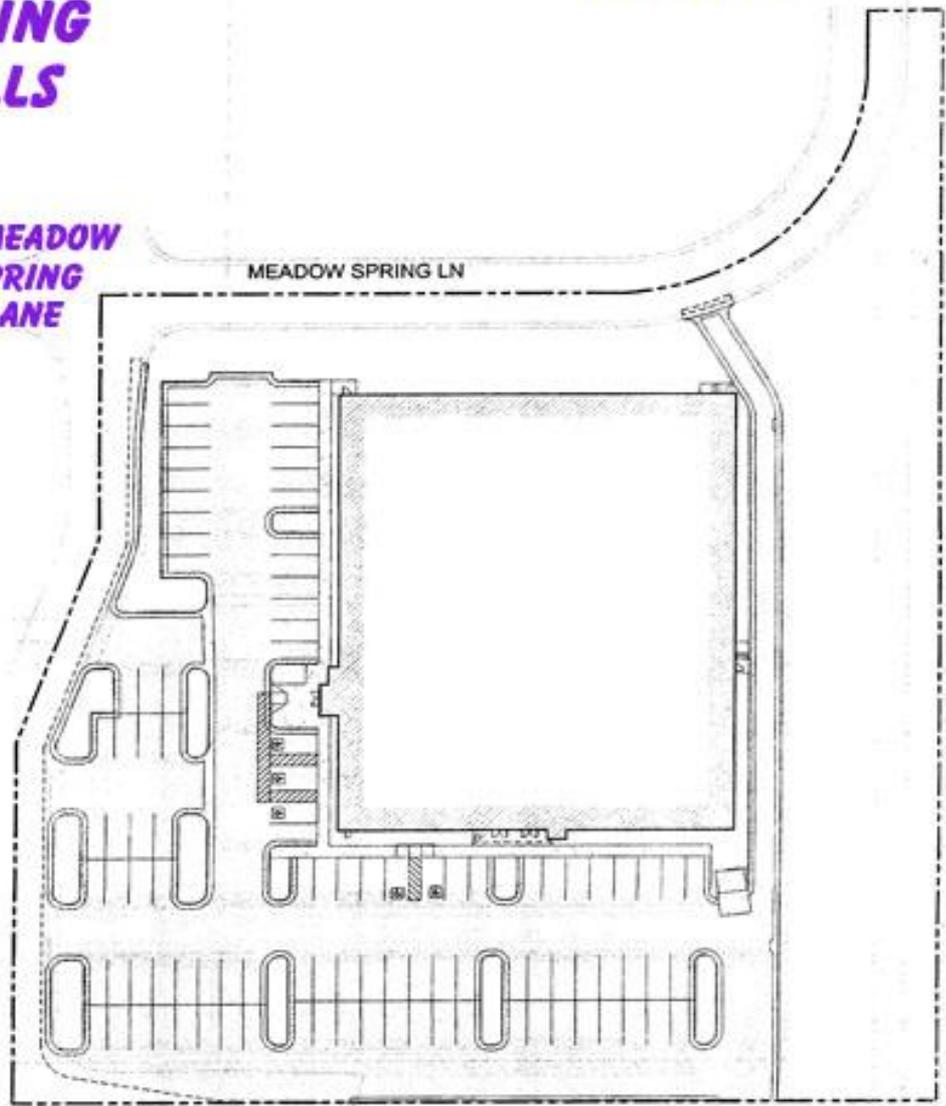
**TO 3600 WEST**



**TO MEADOW  
SPRING  
LANE**



MEADOW SPRING LN



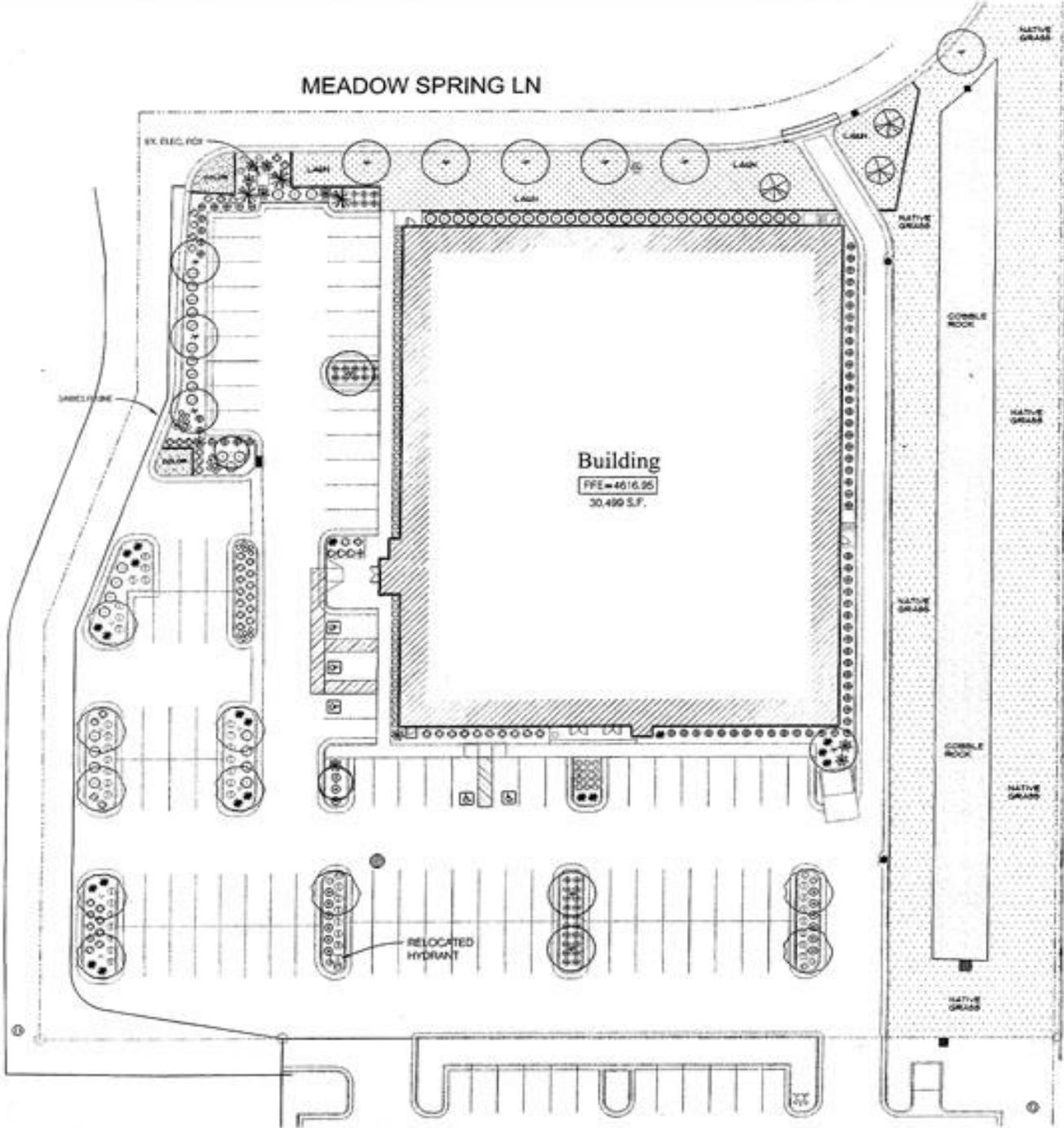
**TO 12600 SOUTH  
THROUGH LARKIN  
MORTUARY**



**DELTON  
SPORTS  
CENTER  
FINAL  
SITE PLAN**



# DELTON SPORTS CENTER LANDSCAPE PLAN



# PROPOSED ARCHITECTURE



SCHEMATIC EXTERIOR ELEVATION 1



SCHEMATIC EXTERIOR ELEVATION 2





1 **Commissioner Brown seconded the motion. Vote on motion: Brian Russell – Aye;**  
2 **Dennis Hansen – Aye; Kent Hartley – Aye; Cade Bryant – Aye; Taylor Morrill – Aye;**  
3 **Scott Kochevar – Aye; Larry Brown – Aye. The motion passed unanimously.**  
4

5 **B. 13-8004, FINAL SITE PLAN, DELTON SPORTS CENTER, 3693 WEST 12600**  
6 **SOUTH, C-R ZONE, MARK ORR OF DELTON SPORTS CENTER, APPLICANT.**  
7

8 Mr. Aagard presented the staff report and stated that the property is currently vacant ground.  
9 Properties to the north, west, and south are also zoned C-R. The property to the east is  
10 zoned RR-22, and is currently residential. However, the entire corner is master planned for  
11 Regional Commercial. It was anticipated that in the future the area will be rezoned.  
12

13 The applicant was proposing to construct a family entertainment center that will include a  
14 bowling alley, arcade center, laser tag, and associated food and beverage services in a  
15 30,500 square foot building. The site will be constructed with the building adjacent to the  
16 northern property line, with parking areas along the west and southern portions of the parcel.  
17 Along the east property line, rests a 63-foot wide storm water management pond. This pond  
18 handles storm water generated from the overall Spring Creek commercial development and  
19 its configuration will remain the same.  
20

21 Access to the site is gained from 12600 South through the Larkin Mortuary Site, directly south  
22 of the proposed location for the Delton Sports Center. That site was currently under  
23 construction. There are easements in place for perpetual cross access for all users of this  
24 particular development. There will also be access to Meadow Spring Lane, which is a private  
25 road running along the north. There are minor parking lot issues that also need to be  
26 addressed. Mr. Aagard read the conditions listed in the staff report and noted the  
27 recommended amendments.  
28

29 Commissioner Russell asked about the number of parking stalls included in the proposal.  
30 Mr. Aagard informed the Commission that parking stalls are based on the number of bowling  
31 lanes, which is four per lane. There are 24 lanes proposed in the building. No other building  
32 uses were considered with regard to the need for parking stalls. It was noted that most  
33 people will primarily come to bowl and the other uses are ancillary to the bowling alley.  
34

35 The Planning Commission discussed parking needs extensively. Shared parking agreements  
36 were a potential possibility with the mortuary business on the neighboring lot; however, none  
37 had been submitted.  
38

39 The current parking plan was found to meet the ordinance requirements; however, the  
40 Commission expressed concern that the proposed parking will not be sufficient because  
41 other uses have not been considered when determining the number of stalls. Mr. Aagard  
42 reviewed the City ordinance requirements.  
43

44 The applicant, Mark Orr and Holly Badham were present. Ms. Badham described the  
45 process they have undergone with City staff to ensure that the plan complies with City  
46 ordinance. Mr. Orr inquired about the number of additional parking stalls that the

1 Commission deems necessary. Chair Hartley stated that they can only mandate a minimum  
2 of 96, which is the number outlined in the ordinance. Shared parking can be considered if it  
3 has been recorded. Mr. Aagard pointed out that if a shared parking agreement with Larkin  
4 Mortuary is established, the two businesses will experience high influxes of parking at  
5 differing times of the day, which is beneficial to both businesses.  
6

7 **Commissioner Russell moved to TABLE the Delton Sports Center Final Commercial**  
8 **Site Plan, Application PL-13-8004, located at 3693 West 12600 South, until the**  
9 **September 26, 2013 Meeting, in order to further address issues related to the drive**  
10 **aisle, parking, roofline, screening, and wainscot. Commissioner Hansen seconded the**  
11 **motion. Vote on motion: Brian Russell – Aye; Dennis Hansen – Aye; Kent Hartley –**  
12 **Aye; Cade Bryant – Nay; Taylor Morrill – Aye; Scott Kochevar – Aye; Larry Brown –**  
13 **Nay. The motion passed 5-to-2.**  
14

15 **III. MINUTES**  
16

17 **A. August 8, 2013**  
18

19 The minutes were approved as presented.  
20

21 **Commissioner Brown moved to APPROVE the minutes of August 8, 2013.**  
22 **Commissioner Russell seconded the motion. Vote on motion: Taylor Morrill – Aye;**  
23 **Dennis Hansen – Aye; Larry Brown – Aye; Cade Bryant – Aye; Kent Hartley – Aye;**  
24 **Brian Russell – Aye. The motion passed unanimously.**  
25

26 **IV. ADJOURNMENT**  
27

28 The meeting adjourned at approximately 7:26 pm.

# Planning Commission Record of Motion

Meeting Date: September 26, 2013

**Item:** Delton Sports Center

2A  
Agenda Item# 2A

	Brian Russell	Dennis Hansen	Kent Hartley	<del>Cade Bryant</del>	<del>Taylor Morrill</del>	Scott Kochevar	<del>Larry Brown</del>
Motion		✓					
Second	✓						

**Motion(s):** Motion # 1 (if multiple motions)

I move that the Planning Commission recommend approval of the Delton Sports Center final commercial site plan, application number PL-13-8004, located at 3693 West 12600 south with the following conditions:

1. Storm drainage systems and accommodation comply with Riverton City standards and ordinances, and with the recommendations of the Riverton City Engineering Division.
2. An interim storm drainage and erosion control plan and an access management plan be approved by the City prior to any construction or grading on the site.
3. The site and structures comply with any and all applicable Riverton City standards and ordinances, including the International Building and Fire Codes.

VOTE:

	Brian Russell	Dennis Hansen	Kent Hartley	<del>Cade Bryant</del>	<del>Taylor Morrill</del>	Scott Kochevar	<del>Larry Brown</del>
AYE	✓	✓	✓			✓	
NAY							
ABSTAIN							

- PASS  
 FAIL



## Issue Paper

Item No. 4.3

<b>Presenter/Submitted By:</b>	Jason Lethbridge, Planning Manager	
<b>Subject:</b>  <b>FINAL SITE PLAN, RIVERTON MEADOWS          LOT #7 RETAIL BUILDING, 12575 SOUTH          RHETSKI LANE, C-R ZONE, MARTY          BILJANIC, APPLICANT</b>	<b>Meeting Date:</b> October 1, 2013	
	<b>Fiscal Impact:</b> N/A	
	<b>Funding Source:</b> N/A	
<b>Background:</b>  <p>Marty Biljanic has submitted an application requesting final commercial site plan approval for a retail building to be constructed on lot 7 of the Riverton Meadows Commercial development located at 12575 South Rhetski Lane. The property is zoned C-R (Commercial Regional) as are all other surrounding properties.</p> <p>The applicant is proposing to construct a 5000 square foot building near the intersection of 12600 South and Rhetski Lane. Access into the site will be from Rhetski Lane, a private roadway which has limited right-in right-out access to 12600 South. There are also other accesses through the development to Creek Meadow Road which provides a full access signalized intersection at 12600 South.</p>		
<b>Recommendation:</b>  <p>On September 12, 2013, the Planning Commission voted to recommend APPROVAL of this Final Site Plan application.</p>		
<b>Proposed Motion</b>  <p>“I move the City Council APPROVE the Riverton Meadows Lot #7 final commercial site plan, application number PL-13-8007, located at 12575 South Rhetski Lane with the conditions outlined in the Staff Report.”</p>		

**RIVERTON CITY  
MEMORANDUM**

**TO:** Honorable Mayor and City Council

**FROM:** Development Review Committee

**DATE:** October 1, 2013

**SUBJECT:** FINAL SITE PLAN, RIVERTON MEADOWS LOT #7 RETAIL BUILDING,  
12575 SOUTH RHETSKI LANE, C-R ZONE, MARTY BILJANIC, APPLICANT

**PL NO.:** 13-8007 – RIVERTON MEADOWS LOT #7 RETAIL BUILDING

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**On September 12, 2013, the Planning Commission voted to recommend APPROVAL of this Final Site Plan application. Minutes from that meeting are included below. The Planning Commission recommended the following motion:**

I move City Council APPROVE the Riverton Meadows Lot #7 final commercial site plan, application number PL-13-8007, located at 12575 South Rhetski Lane with the following conditions:

1. Storm drainage systems and accommodation comply with Riverton City standards and ordinances, and with the recommendations of the Riverton City Engineering Division.
2. An interim storm drainage and erosion control plan and an access management plan be approved by the City prior to any construction or grading on the site.
3. The site and structures comply with any and all applicable Riverton City standards and ordinances, including the International Building and Fire Codes.

**BACKGROUND:**

Marty Biljanic has submitted an application requesting final commercial site plan approval for a retail building to be constructed on lot 7 of the Riverton Meadows Commercial development located at 12575 South Rhetski Lane. The property is zoned C-R (Commercial Regional) as are all other surrounding properties.

The applicant is proposing to construct a 5000 square foot building near the intersection of 12600 South and Rhetski Lane. Access into the site will be from Rhetski Lane, a private roadway which has limited right-in right-out access to 12600 South. There are also other accesses through the development to Creek Meadow Road which provides a full access signalized intersection at 12600 South.

Parking areas for the building will be located south of the building and west of the building. The building requires 25 parking stalls and the site plan shows that 27 parking stalls are being provided.

Landscaping on the site is slightly less than the 20% overall site landscaping required by code. This site is showing only 19% of the site as being landscaped area. This would be unacceptable as a stand-alone commercial parcel, however, this is a pad site in a larger

commercial development. In this case this over all commercial development is required to maintain the 20% landscaping requirement, not the individual pad sites. Therefore, the 1% landscaping deficiency present on this lot must be accounted for through additional landscaping elsewhere in the development. The applicant has included data that indicates the Texas Roadhouse and Jimmy John's development were both had excess landscaping that easily accounts for the 1% landscaping lacking on this site. Overall landscaping total for the Riverton Meadows development is currently at 22%.

Building architecture is almost identical to what has been previously approved in both the Five Guys building to the west and the recently approved South Valley Pharmacy building proposed to be constructed on lot 8 to the east of lot 7. The proposed architecture provides a building with varying roof line, upper walls composed of EIFS Stucco paneling of different colors. Columns with cultured stone veneer break up large expanses of stucco on the east, west and north facades and provide excellent visual relief on the south side of the structure. A split face CMU block wainscot surrounds the base of the building. This building meets the architectural requirements of the C-R zone and closely resembles previous buildings constructed in this development.

Riverton City's Planning, Engineering and Water Divisions have reviewed this site plan application and are recommending approval. The Unified Fire Authority has also reviewed this application and is also recommending approval. Therefore, Staff is recommending approval of this application with the basic conditions listed above.

#### **ATTACHMENTS:**

The following items are attached for your review:

1. A copy of the Site Plan application
2. An 8½"x11" copy of the Zoning Map
3. An 8 ½ "x11" copy of the Aerial Views
4. An 11"x17" copy of the Master Site Plan.
5. An 11"x17" copy of the Site Plan and Landscape Plans.
6. An 11"x17" copy of the building elevations



PL No. 13-8007  
Date 7/30/2013

# Application

## Site Plan

- A. Applicant's Name Riverton Meadows LLC Lot # 7  
Home Address 166 East 14000 South suite 210  
City Draper State Utah Zip 84020  
Telephone # 801.748.4088 Mobile # \_\_\_\_\_  
E-mail Address marty@wadsdev.com Fax # 801.748.4077
- B. Primary Contact Person Marty Biljanic  
Address 166 East 14000 South suite 210  
City Draper State Utah Zip 84020  
Telephone # 801.748.4088 Mobile # \_\_\_\_\_  
E-mail Address marty@wadsdev.com Fax # 801.748.4077
- C. Project Information
- Name of Proposed Business neighborhood retail/commercial
  - Address 12575 South Rhetski Lane
  - Description of the Proposed Business neighborhood retail/commercial  
multi-tenant building
  - Sidwell/Tax ID# 27.29.353.012 Total Acreage of the Site 0.87
  - Current Zoning of the Proposed Site C-R  
Zoning of Adjacent Parcels: North C-R South C-R East C-R West C-R
  - Current Use of the Land vacant lot
  - Number of Existing Structures none
  - Describe the Proposed Use and Structures for the Site commercial retail
  - Did this Project Require a Rezone? Yes  No  If Yes, PL# \_\_\_\_\_
  - Did this Project Require a Conditional Use Permit? Yes  No  If Yes, PL# \_\_\_\_\_

By signing this application, I acknowledge that I have read and understood the application, ordinances, checklists, etc. associated with this application, and that any and all required drawings, plans, and other submittals are included and complete. All drawings and plans, and the proposed development, must comply with the requirements of the Engineering Plan Review Checklist, Riverton City Standards and Specifications, and all applicable Riverton City ordinances and standards.

Marty Biljanic  
Applicant's Signature

7/30/2013  
Date

\*\*\*You will receive a letter following the Planning Commission and City Council meeting providing status of your application\*\*\*

S:\Planning\Applications\Site Plan.doc Revised 07/08

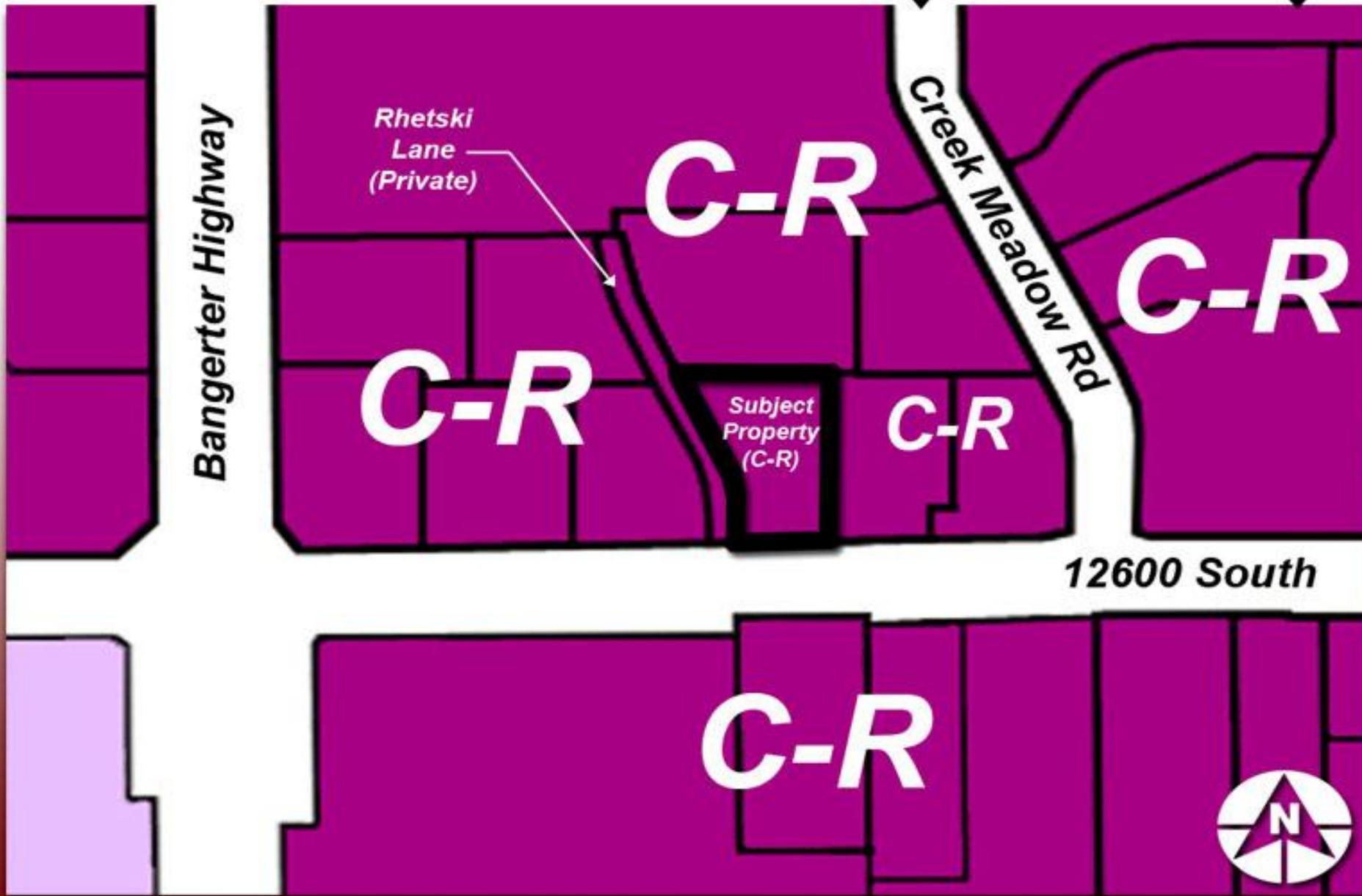
# RIVERTON MEADOWS LOT 7 FINAL SITE PLAN

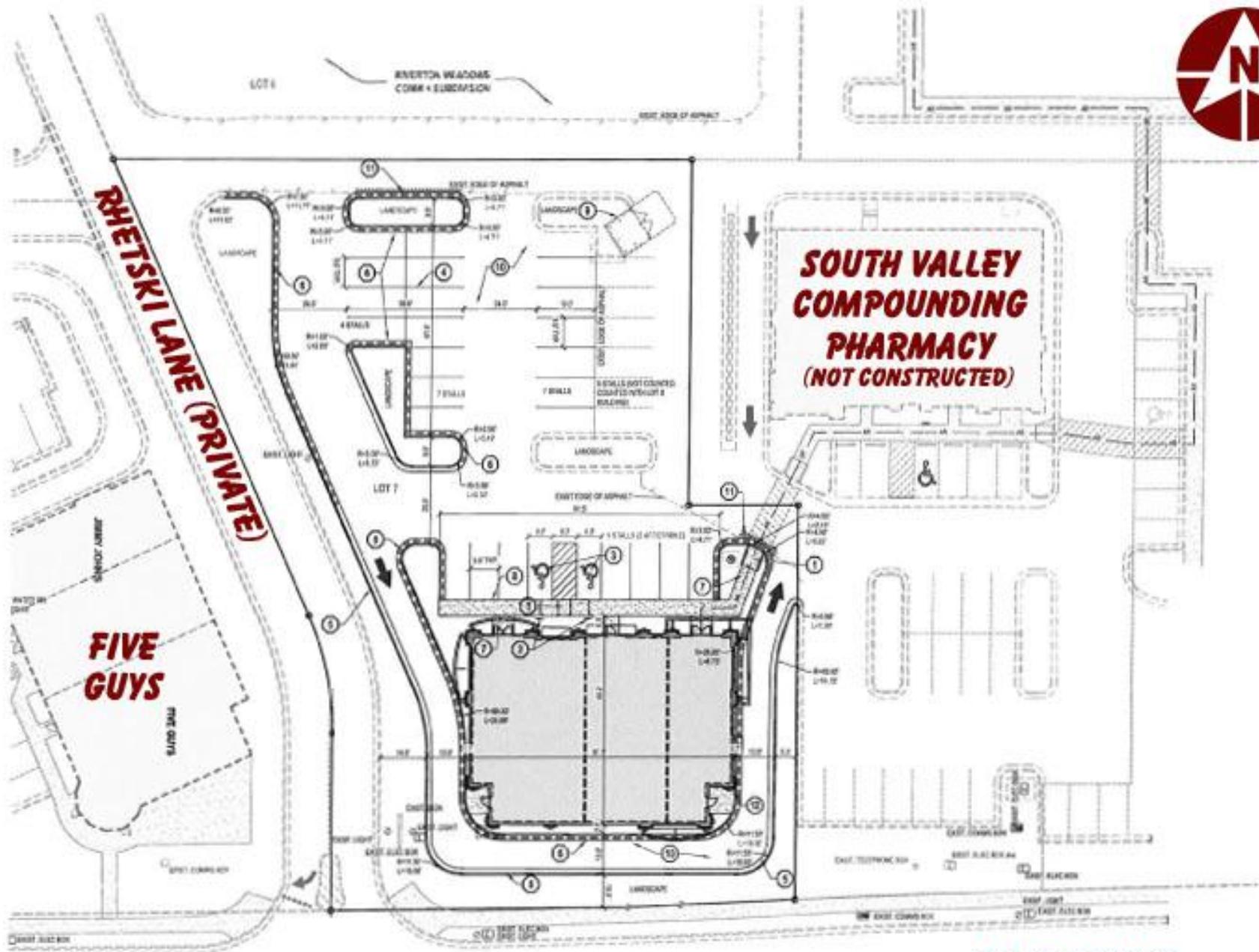
Aerial View



# RIVERTON MEADOWS LOT 7 FINAL SITE PLAN

Zoning Map





**RIVERTON MEADOWS LOT 7 FINAL SITE PLAN**

**12600 SOUTH**

**NORTH  
ELEVATION**



**EAST  
ELEVATION**



**SOUTH  
ELEVATION**



**EAST  
ELEVATION**





JIMMY JOHN'S



JIMMY JOHN'S

FIVE GUYS

FREE  
9-ROLLS

FRESH  
HOT  
FLAVOR

EXIT ONLY

SPEED  
TASTY



1 **II. DECISION ITEMS**

2  
3 **A. 13-8007, FINAL SITE PLAN, RIVERTON MEADOWS LOT #7 RETAIL BUILDING,**  
4 **12575 SOUTH RHETSKI LANE, C-R ZONE, MARTY BILJANIC, APPLICANT.**  
5

6 Mr. Aagard presented the staff report and stated that all of the surrounding properties in the  
7 development are also zoned C-R. The applicant was proposing to construct a 5,000 square-  
8 foot building. Access into the site will be from Rhetski Lane, which is a private roadway with  
9 limited right-in/right-out access onto 12600 South. There are also other access points  
10 through the development, namely to Creek Meadow Road, the larger public street along the  
11 east that leads to a fully signalized intersection on 12600 South. Parking areas for the  
12 building are located to the north. It was reported that the building requires 25 parking stalls.  
13 The site plan shows that 27 stalls are being provided.  
14

15 Mr. Aagard explained that landscaping on the site is slightly less than the 20% required by  
16 code; however, the site is part of an overall master site plan, and as long as the overall  
17 master site plan maintains the landscaping requirement, the individual pads can be slightly  
18 below the requirement. The applicant submitted evidence that even with this site being at  
19 19% landscaping instead of 20%, the overall Riverton Commercial Development still  
20 maintains 22%.  
21

22 Mr. Aagard reported that the building architecture is nearly identical to what was previously  
23 approved for the surrounding lots. Architectural details were described and found to meet  
24 the Riverton City Architectural Guidelines and Regional Commercial Zoning Code.  
25 Riverton City's Planning, Engineering, and Water Divisions reviewed the site plan application,  
26 and recommended approval. The Unified Fire Authority also reviewed the application and  
27 recommended approval. Staff recommended approval subject to the conditions listed in the  
28 staff report.  
29

30 **Commissioner Russell moved that the Planning Commission recommend APPROVAL**  
31 **of the Riverton Meadows Lot #7 Final Commercial Site Plan, Application Number PL-**  
32 **13-8007, located at 12575 South Rhetski Lane with the following conditions:**  
33

- 34 **1. Storm drainage systems and accommodation comply with Riverton City**  
35 **standards and ordinances, and with the recommendations of the Riverton City**  
36 **Engineering Division.**  
37
- 38 **2. An interim storm drain and erosion control plan and an access management**  
39 **plan be approved by the city prior to any construction or grading on the site.**  
40
- 41 **3. The site and structures comply with any and all applicable Riverton City**  
42 **standards and ordinances, including the International Building and Fire Codes.**  
43
- 44 **4. All rooftop mechanical equipment shall be screened from view.**  
45

1 **Commissioner Brown seconded the motion. Vote on motion: Brian Russell – Aye;**  
2 **Dennis Hansen – Aye; Kent Hartley – Aye; Cade Bryant – Aye; Taylor Morrill – Aye;**  
3 **Scott Kochevar – Aye; Larry Brown – Aye. The motion passed unanimously.**  
4

5 **B. 13-8004, FINAL SITE PLAN, DELTON SPORTS CENTER, 3693 WEST 12600**  
6 **SOUTH, C-R ZONE, MARK ORR OF DELTON SPORTS CENTER, APPLICANT.**  
7

8 Mr. Aagard presented the staff report and stated that the property is currently vacant ground.  
9 Properties to the north, west, and south are also zoned C-R. The property to the east is  
10 zoned RR-22, and is currently residential. However, the entire corner is master planned for  
11 Regional Commercial. It was anticipated that in the future the area will be rezoned.  
12

13 The applicant was proposing to construct a family entertainment center that will include a  
14 bowling alley, arcade center, laser tag, and associated food and beverage services in a  
15 30,500 square foot building. The site will be constructed with the building adjacent to the  
16 northern property line, with parking areas along the west and southern portions of the parcel.  
17 Along the east property line, rests a 63-foot wide storm water management pond. This pond  
18 handles storm water generated from the overall Spring Creek commercial development and  
19 its configuration will remain the same.  
20

21 Access to the site is gained from 12600 South through the Larkin Mortuary Site, directly south  
22 of the proposed location for the Delton Sports Center. That site was currently under  
23 construction. There are easements in place for perpetual cross access for all users of this  
24 particular development. There will also be access to Meadow Spring Lane, which is a private  
25 road running along the north. There are minor parking lot issues that also need to be  
26 addressed. Mr. Aagard read the conditions listed in the staff report and noted the  
27 recommended amendments.  
28

29 Commissioner Russell asked about the number of parking stalls included in the proposal.  
30 Mr. Aagard informed the Commission that parking stalls are based on the number of bowling  
31 lanes, which is four per lane. There are 24 lanes proposed in the building. No other building  
32 uses were considered with regard to the need for parking stalls. It was noted that most  
33 people will primarily come to bowl and the other uses are ancillary to the bowling alley.  
34

35 The Planning Commission discussed parking needs extensively. Shared parking agreements  
36 were a potential possibility with the mortuary business on the neighboring lot; however, none  
37 had been submitted.  
38

39 The current parking plan was found to meet the ordinance requirements; however, the  
40 Commission expressed concern that the proposed parking will not be sufficient because  
41 other uses have not been considered when determining the number of stalls. Mr. Aagard  
42 reviewed the City ordinance requirements.  
43

44 The applicant, Mark Orr and Holly Badham were present. Ms. Badham described the  
45 process they have undergone with City staff to ensure that the plan complies with City  
46 ordinance. Mr. Orr inquired about the number of additional parking stalls that the



# Issue Paper

Item No. 5

<b>Presenter/Submitted By:</b> Mayor Applegarth	
<b>Subject:</b> Consent Agenda	<b>Meeting Date:</b> October 1, 2013
	<b>Fiscal Impact:</b>
	<b>Funding Source:</b>
<b>Background:</b>	
<p><b>5. CONSENT AGENDA</b></p> <ol style="list-style-type: none"> <li>1. <b>Minutes:</b> RCCM 09-17-13</li> <li>2. <b>Bond Releases:</b> N/A</li> <li>3. <b><u>Resolution No. 13-47</u></b> – approving a Settlement Agreement for a civil claim filed against the State of Utah, Department of Transportation, Herriman City, and Riverton City by Tower Acquisitions, LLC in office of the Private Property Ombudsman – <i>Ryan Carter, City Attorney</i></li> <li>4. <b><u>Resolution No. 13-48</u></b> – approving the execution of an Interlocal Cooperation Agreement between Riverton City and Herriman City for the overlay of 13400 South Street from 5500 West and Mountain View Highway – <i>Trace Robinson, Public Works Director</i></li> <li>5. <b><u>Resolution No. 13-49</u></b> - authorizing the Mayor to enter into a Lease Agreement with The Salt Lake Valley Law Enforcement Service Area (SLVLESA) – <i>Ryan Carter, City Attorney</i></li> </ol>	
<b>Recommendation:</b>	
Approve the Consent Agenda.	
<b>Recommended Motion:</b>	
“I move to approve the Consent Agenda as presented.”	

1  
2  
3  
4  
5  
6  
7  
8  
9

**Riverton City**  
**REGULAR CITY COUNCIL MEETING**  
**Minutes**  
**September 17, 2013**

**Riverton City Hall**  
**12830 South 1700 West**  
**Riverton, Utah 84065**

---

10 **Attendance:**

11  
12 Mayor William R. Applegarth

13  
14 **Council Members:**

15 Council Member Brent Johnson  
16 Council Member Al Leavitt  
17 Council Member Sheldon Stewart  
18 Council Member Tracy Thaxton  
19 Council Member Roy Tingey

20  
21 **City Staff:**

Lance Blackwood, City Manager  
Ryan Carter, City Attorney  
Joy Johnson, Deputy Recorder  
Trace Robinson, Public Works Director  
Andrew Aagard, Planning Department  
Sheril Garn, Recreation Department

22 **Citizens:** Michael Johnson, Wyoma Darlington, Paul Wayman, Taylor Spendlove, Kelly Renhart,  
23 George Reade, Jeff Bennion

24  
25  
26 **GENERAL BUSINESS**

27  
28 **Call to Order and Roll Call** - Mayor Applegarth called the meeting to order at 6:30 p.m. and  
29 welcomed those in attendance. He then conducted a Roll Call and Council Members Johnson,  
30 Leavitt, Stewart, Thaxton and Tingey were present.

31  
32 **Pledge of Allegiance** – Paul Wayman directed the Pledge of Allegiance.

33  
34 **Presentations/Reports**

35  
36 **Recognition of Boy Scout Troops** - No Boy Scouts were in attendance.

37  
38 **Public Comments**

39  
40 Mayor Applegarth explained the public comment procedure and welcomed public comments.  
41 There were no public comments and Mayor Applegarth closed the Public Comment period.

42  
43 **STAFF REPORTS**

44  
45 **Lance Blackwood, City Manager, called for Staff Reports** - No reports

46  
47 **Safety Training** – No report

1 **PUBLIC HEARINGS**

2  
3 **6:33:26 PM Public Hearing – regarding proposed amendments to the Land Use Element of**  
4 **the Riverton City General Plan, Amendments proposed by Riverton City**

5  
6 A General Plan Open House was held prior to the City Council Meeting.

7  
8 Andrew Aagard, City Planner, explained that Riverton City recently initiated a review of the  
9 Riverton City General Plan, Land Use Element. He explained that the Land Use Element, which  
10 is a map showing proposed future land uses for properties within Riverton City. Riverton City  
11 has proposed amendments to the Land Use Element to update future land use designations for  
12 specific properties within Riverton City boundaries. The update primarily affects existing vacant  
13 land within the City but also addressed land use designations for existing developed areas.

14  
15 Mr. Aagard said that the Planning Commission, following several Work Sessions and Public  
16 Hearings, forwarded a recommended Land Use Map to the City Council. Their proposed  
17 amendments were based on the proposed Planning Commission Recommended Land Use  
18 Amendment Map. He said the City Council had reviewed and made initial comments on the  
19 Draft at a previous Work Session and the proposed map reflected recent rezone decisions made  
20 by the City Council. In addition, he said developed areas of the City have, through the proposed  
21 amendment, a designation in the General Plan that matches existing zoning and lot sizes.

22  
23 Mr. Aagard said that a public hearing for the proposed amendments was held at the previous City  
24 Council Meeting as well as a Public Hearing at this meeting.

25  
26 Mayor Applegarth said that the Council has reviewed the proposed General Plan, he then called  
27 for discussion.

28  
29 **6:35:30 PM** Council Member Leavitt suggested removing the Business Transition District from  
30 the General Plan.

31  
32 Discussion was held regarding the suggested removal of the Business Transition District and all  
33 Council Members concurred. They also agreed to postpone a decision regarding the Peterson  
34 property on 3600 West until April 1, 2014 and present their recommendation at that time.

35  
36 Discussion was then held regarding completion of the road at Janice Drive and the need for  
37 Council to address the issue at a later date.

38  
39 Mayor Applegarth opened a Public Hearing and called for public comments.

40  
41 **6:47:58 PM** **Kevin Crane** commented on a parcel on Sunday Drive. He is the property owner of  
42 five acres in that area and he proposed that it be moved into the future study area.

43  
44 **6:50:35 PM** **Don Enomoto** was interested in the intended uses for 12600 South and submitted  
45 his comments in writing during the week.

46  
47 Mayor Applegarth stated that the General Plan was typically reviewed about every five years and  
48 it is a guide or a plan that may be changed by the City Council at any time.

1 [6:53:00 PM](#) There being no further comments, Mayor Applegarth declared the Public Hearing  
2 closed.

3  
4 **Ordinance No. 13-17 – Amendments to the Land Use Element, Land Use Plan of**  
5 **the General Plan, designations for lands lying and situated within Riverton City,**  
6 **amendments proposed by Riverton City**

7  
8 [6:54:03 PM](#) Council Member Tingey commented on the purpose of the General Plan.

9  
10 [6:56:20 PM](#) Council Member Sheldon Stewart **MOVED to adopt Ordinance No. 13-17**  
11 **amending the Riverton City General Plan Land Use Element Map, as shown and described in**  
12 **Exhibit “A” with the following exceptions:**

13  
14 1. That the parcel of undeveloped property, approximately 20 acres in size located at the  
15 approximate address of 12175 South 3600 West, on the east side of 3600 West, not be amended in  
16 accordance with the Riverton City General Plan Land use Element Map, as shown and described in  
17 Exhibit A at this time, but that the Riverton City Council table consideration of this parcel of  
18 ground until no later than April 1, 2014 to give the property owner an opportunity to present an  
19 application to rezone the property before the Riverton City Council.

20 2. Eliminating the Business Transitional District along Redwood Road between 11800 South  
21 12600 South, and

22 3. Eliminate the future study area for the property east of 4570 currently designated as R-4  
23 Special Designation.

24  
25 Council Member Thaxton **SECONDED** the motion. Mayor Applegarth called for discussion on  
26 the motion; there being none, he called for a Roll Call Vote. The vote was as follows: Johnson-  
27 Yes, Leavitt-Yes, Stewart-Yes, Thaxton-Yes and Tingey-Yes. **The motion passed**  
28 **unanimously.**

29  
30 **DISCUSSION/ACTION ITEMS**

31  
32 **Ordinance No. 13-18 - Amending Title 13 Chapter 15 of the Riverton City Municipal Code**  
33 **to update Pollutant Discharge Standards Public Sewer Systems within Riverton City**

34  
35 City Attorney Ryan Carter explained that Title 13, Chapter 15 of the Riverton City Code (the  
36 “Sewer Ordinance”) requires residents to connect to the sewer system of the South Valley Sewer  
37 District. The Sewer Ordinance also regulates discharge standards of sewage by persons,  
38 businesses, or other entities to restrict or prohibit certain pollutants (such as petroleum products,  
39 industrial chemicals, etc.) from entering the sewer system.

40  
41 Mr. Carter said Riverton City was recently contacted by legal counsel for the South Valley  
42 Sewer District and advised that a number of federal regulations that restrict discharge of  
43 pollutants into sewers had changed. Mr. Carter responded by working with South Valley Sewer  
44 District counsel to amend the Sewer Ordinance to update pollutant discharge standards. He  
45 explained that pollutant discharge standards were updated under the ordinance by creating an  
46 appendix, which was incorporated by reference into the Ordinance.

47  
48 [7:00:19 PM](#) Council Member Johnson **MOVED to adopt Ordinance No. 13-18 amending**  
49 **Riverton City Code, Title 13, Chapter 15, regulating the public’s access to and use of sewer**

1 **facilities owned by the South Valley Sewer District.** Council Member Leavitt **SECONDED**  
2 the motion. Mayor Applegarth called for discussion on the motion; there being none, he called  
3 for a Roll Call Vote. The vote was as follows: Johnson-Yes, Leavitt-Yes, Stewart-Yes, Thaxton-  
4 Yes and Tingey-Yes. **The motion passed unanimously.**

5  
6 **CONSENT AGENDA**

7  
8 Mayor Applegarth presented the following Consent Agenda:

9  
10 **1. Minutes:** RCCM 09-03-13

11 **2. Bond Releases:** N/A

12 **3. Resolution No. 13-45** – Approval of a contract with Okland Construction for the  
13 Construction of the Main Park Renovation Project

14 **4. Resolution No. 13-46** – Adopting the Official Names of the Riverton City Park  
15 Buildings and Facilities

16  
17 **7:01:33 PM** Council Member Thaxton **MOVED to approve the Consent Agenda as presented.**  
18 Council Member Tingey **SECONDED** the motion. Mayor Applegarth called for discussion on  
19 the motion; there being none, he called for a Roll Call Vote. The vote was as follows: Johnson-  
20 Yes, Leavitt-Yes, Stewart-Yes, Thaxton-Yes and Tingey-Yes. **The motion passed**  
21 **unanimously.**

22  
23 **ELECTED OFFICIAL REPORTS**

24  
25 **7:02:28 PM Mayor Bill Applegarth** – reminded Council Members of the Burt Brothers Grand  
26 Opening on September 19<sup>th</sup>. He also commented that the City of Riverton experienced no  
27 flooding last week when the heavy rains fell. He feels it is a direct result of all the Storm Water  
28 Retention policies that have recently been implemented by Engineering Staff, which is  
29 developing a system that is working. Mayor Applegarth commended City Engineer Trace  
30 Robinson, Tom Beesley and others for their efforts regarding flood prevention.

31  
32 **7:05:54 PM Council Member Brent Johnson** – spoke of the unbelievable recent rain wherein  
33 Herriman High School had two to three inches of mud in its main hall, the Bingham Canyon  
34 Mine received 2.6 to 3.6 inches in three hours. He commended the Engineering and Public  
35 Works Departments for their efforts in flood control. Mr. Johnson said he was thrilled that the  
36 contract was awarded for the construction and renovation of the Main City Park.

37  
38 **7:10:30 PM Council Member Al Leavitt** – asked Mrs. Garn for an update for the Tithing Hill  
39 condo project. She said that an Eagle Scout moved the bark, trimmed around 50 trees and  
40 installed rings around the trees. Mrs. Garn said she is waiting for another scout to come forward  
41 and do the remaining trees.

42  
43 **7:12:07 PM Council Member Sheldon Stewart** – spoke of a luncheon he attended with the  
44 South Valley Sanctuary and said he was a big proponent of the South Valley Sanctuary and the  
45 services they provide. Mr. Stewart also commented on the heavy rains and said that Rose Creek  
46 had some high water; however, he was very excited about Riverton City's flood prevention  
47 measures. He reminded Council and Staff of the Grand Opening of the Mountain View Park on

1 Monday, September 23<sup>rd</sup>. He said residents are already using the equipment and are very excited  
2 about the new park.

3  
4 There was brief discussion regarding a new communications and information system that Sandy  
5 City recently launched.

6  
7 [7:22:45 PM](#) **Council Member Tracy Thaxton** – No report

8  
9 [7:18:07 PM](#) **Council Member Roy Tingey** – reported that Mosquito Abatement season was  
10 coming to a close and there were no reported cases of West Nile Virus in 2013. He also reported  
11 on a UFA Meeting and the main issue discussed was the move to a consolidated software  
12 product. He said that all City, County, and VECC emergency services would now be using one  
13 software product, which is an important and historic event that would benefit all citizens.

14  
15 **UPCOMING MEETINGS**

16  
17 Mayor Applegarth reviewed the following tentative upcoming meetings:

- 18
1. October 1, 2013 – Regular City Council Meeting – 6:30 p.m.
  2. October 15, 2013 – Regular City Council Meeting – 6:30 p.m.

19  
20 **ADJOURN**

21  
22 [7:23:35 PM](#) Council Member Johnson **MOVED to adjourn**. Council Member  
23 Stewart **SECONDED** the motion. Mayor Applegarth called for discussion on the motion; there  
24 being none, he called for a vote. The vote was as follows: Council Member Johnson-Yes,  
25 Leavitt-Yes, Stewart-Yes, Thaxton-Yes and Tingey-Yes. **The motion passed unanimously.**  
26 The City Council Meeting adjourned at 7:25 p.m.

27  
28  
29  
30  
31 \_\_\_\_\_  
32 Virginia Loader, MMC  
33 Recorder

34 Approved:



## Issue Paper

Item No. 5.3

<b>Presenter/Submitted By:</b>	Ryan Carter, City Attorney	
<b>Subject:</b>  Approval of a settlement agreement with Tower Acquisitions, LLC for a civil claim filed against UDOT, Herriman City and Riverton City in the office of the private property ombudsman.	<b>Meeting Date:</b> 10/02/2013	
	<b>Fiscal Impact:</b> \$43,750.00	
	<b>Funding Source:</b>	
<b>Background:</b>  <p>On February 19, 2013, Tower Acquisitions, LLC (“Tower”) requested mediation/arbitration with the Property Rights Ombudsman involving the State of Utah, Department of Transportation (“UDOT”), Herriman City, and Riverton City regarding the recent extension of a residential roadway known as Bobcat Drive. Tower alleged that UDOT, Herriman City and Riverton City built a road across property owned by Tower.</p> <p>In response to the allegations made by Tower, the Riverton City Attorney investigated this matter and determined: 1) an extension of Bobcat Drive was constructed across property owned by Tower (specifically, the north half of Bobcat Drive which overlaps the south edge of the property owned by Tower); 2) this roadway construction was undertaken by UDOT, after receiving direction from Herriman City regarding the road’s location; 3) Riverton City did not construct Bobcat Drive, nor did it participate in any decisions as to the road’s location, but Riverton City did install a sidewalk on the south and west edge of the roadway after it was constructed; and 4) none of the sidewalk improvements installed by Riverton City were located upon property owned by Tower. (The continued presence of Bobcat Drive will protect and enhance the health, safety and welfare of Riverton residents who need to utilize this roadway to access public schools within Herriman City’s municipal territory, and to access arterial streets.)</p> <p>The parties have engaged in extensive negotiations to resolve this matter. However, the City desires to take steps necessary to resolve the complaint pending before the Office of the Property Rights Ombudsman so as to avoid the costs and risk associated with seeing Tower’s claim to its conclusion. As a result, the City has thoroughly considered the recommendations of the Ombudsman to settle this matter in accordance with the terms of a Mediated Settlement Agreement. Under the terms of the agreement, Riverton City will pay no more than \$43,750.00 of the settlement amount.</p>		

**Recommendation:**

Staff recommends Council adopt a resolution approving a settlement agreement with Tower Acquisitions, LLC for a civil claim filed against UDOT, Herriman City and Riverton City in the office of the private property ombudsman.

**Recommended Motion:**

"I move the City Council adopt Resolution No. 13-47 - approving a settlement agreement with Tower Acquisitions, LLC for a civil claim filed against UDOT, Herriman City and Riverton City in the office of the private property ombudsman."

**RIVERTON CITY, UTAH**  
**RESOLUTION NO. 13-47**

**A RESOLUTION APPROVING A SETTLEMENT AGREEMENT FOR A  
CIVIL CLAIM FILED AGAINST THE STATE OF UTAH, DEPARTMENT  
OF TRANSPORTATION, HERRIMAN CITY, AND RIVERTON CITY  
BY TOWER ACQUISITIONS, LLC IN OFFICE OF THE PRIVATE  
PROPERTY OMBUDSMAN**

**WHEREAS**, pursuant to Utah Code § 10-8-2 Riverton City may acquire publicly held property for public uses provided the owner receives just compensation for the property; and

**WHEREAS**, pursuant to Utah Code § 13-43-204, “If requested by the private property owner and if otherwise appropriate, the Office of the Property Rights Ombudsman shall mediate, or conduct or arrange arbitration for, a dispute between the owner and a government entity ... involving taking or eminent domain issues;” and “If arbitration or mediation is requested by a private property owner and arranged by the Office of the Property Rights Ombudsman, the government entity or condemning entity shall participate in the mediation or arbitration as if the matter were ordered to mediation or arbitration by a court;” and

**WHEREAS**, on February 19, 2013, Tower Acquisitions, LLC (“Tower”) requested Mediation/Arbitration with the Property Rights Ombudsman involving the State of Utah, Department of Transportation (“UDOT”), Herriman City, and Riverton City regarding the recent extension of a residential roadway known as Bobcat Drive; and

**WHEREAS**, through filing this mediation request, Tower alleged that UDOT, Herriman City and Riverton City built a road across property owned by Tower; and

**WHEREAS**, in response to the allegations made by Tower, the Riverton City Attorney investigated this matter and determined: 1) an extension of Bobcat Drive was constructed across property owned by Tower (specifically, the north half of Bobcat Drive which overlaps the south edge of the property owned by Tower); 2) this roadway construction was undertaken by UDOT, after receiving direction from Herriman City regarding the road’s location; 3) Riverton City did not construct Bobcat Drive, nor did it participate in any decisions as to the road’s location, but Riverton City did install a sidewalk on the south and west edge of the roadway after it was constructed; and 4) none of the sidewalk improvements installed by Riverton City were located upon property owned by Tower; and

**WHEREAS**, the continued presence of Bobcat Drive will protect and enhance the health, safety and welfare of Riverton residents who need to utilize this roadway to access public schools within Herriman City’s municipal territory, and to access arterial streets; and

**WHEREAS**, the parties have engaged in extensive negotiations to resolve this matter; and

**WHEREAS**, pursuant to Utah Code § 63-30d-602, the Riverton City Council is empowered to “compromise and settle any action” against the City, after conferring with the City’s legal counsel; and

**WHEREAS**, Riverton City and its attorney have thoroughly considered the recommendations of the Ombudsman to settle this matter in accordance with the terms of a Mediated Settlement Agreement attached hereto and incorporated herein as Exhibit "A".

**NOW THEREFORE**, be it resolved by the Riverton City Council as follows:

1. The Riverton City Mayor is hereby authorized to take steps necessary to resolve the complaint filed by Tower and presently pending before the Office of the Property Rights Ombudsman so as to avoid the costs and risk associated with seeing Tower's claim to its conclusion. Accordingly, a Mediated Settlement Agreement by and between UDOT, Herriman City, Riverton City and Tower attached hereto as Exhibit "A" is hereby approved; provided, however that Riverton City pay no more than \$43,750.00 of the settlement amount. The Mayor is hereby authorized to execute the Settlement Agreement.
2. Riverton City staff and legal counsel are further authorized to take and complete all necessary actions to carry out the directives contained in this resolution.

**PASSED AND ADOPTED** by the Riverton City Council this 10<sup>th</sup> day of October 2013 by the following vote:

Council Member Brent Johnson	_____ Yes	_____ No
Council Member Al Leavitt	_____ Yes	_____ No
Council Member Sheldon Stewart	_____ Yes	_____ No
Council Member Tracy Thaxton	_____ Yes	_____ No
Council Member Roy Tingey	_____ Yes	_____ No

**RIVERTON CITY**

[SEAL]

\_\_\_\_\_  
**Bill Applegarth, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Virginia Loader, MMC**  
**Recorder**

# Blackwell ♦ Davis ♦ Spadaccini LLC

*Attorneys at Law*

*Manchester*

*Hartford*

David H. Blackwell, Esq.  
Wendell G. Davis, Jr., Esq.  
Louis A. Spadaccini, Esq.  
Justin R. Clark, Esq.

July 12, 2012

Brent N. Bateman  
Office of the Property Rights Ombudsman  
P.O. Box 146702  
Salt Lake City, UT 84114

Dear Mr. Bateman:

Pursuant to our telephone conversation of Tuesday July 10<sup>th</sup> this document outlines a proposed global structured settlement between UDOT, Herriman, Riverton and other parties involved in the illegal trespass, land taking, breach of existing agreement and damages and severance claims relating to Tower Acquisition's Bobcat Road Property in Herriman, Utah. This real property is owned in fee by Tower Acquisition LLC ("Tower") a national tower company. The parcel of land that Bobcat Road now encroaches upon was deeded to Tower as part of a previous global settlement for a prior taking by Herriman City and was agreed to be treated as a "continuous use and replacement site" for a new telecommunications tower site.

Tower Acquisition had its previous tower condemned in Herriman in the year 2010 (the taking initially commenced in 2008). This first condemnation process was conducted after a road (and construction activities) had been placed on Tower's land without Tower's knowledge or consent. Subsequent to a very lengthy and acrimonious legal battle in which the city built its Main Street and the Sorenson Recreation Center through Tower's perpetual easement, all sides (including South Farm, LLC) reached a settlement agreement. This settlement included a cash component, a sizable non-cash donation by Tower to the City of Herriman, and the replacement site mentioned above. The non-cash donation by Tower encompassed an offering of over **One Million Dollars** in land value to the City of Herriman. The substantial compromises Tower graciously made in an effort to settle the prior legal battle between the parties are all now part of the damage and severance claims which will be more fully articulated and established by Tower, should this case need to be litigated.

In the first illegal condemnation, local high ranking officials became involved as peacemakers. Tower hired a consulting firm very close to current Presidential Candidate Mitt Romney. Needless to say the persons consulted were shocked by the cavalier attitude and behavior conducted in the "first taking". At this time, Tower simply wants to focus its efforts on building and operating its business and tower portfolio in other areas of the country and, thus,

is proposing this global settlement offer as a good faith attempt at resolving this matter prior to the onset of another potentially lengthy, and messy legal battle.

Settlement Proposal:

Tower must be compensated for the full value of the Bobcat Road Property of \$178K. This value was established by Herriman in the first settlement transaction via the detailed real estate appraisal used in valuing the non-cash charitable contribution received by Herriman. In addition, the national average to get a tower site zoned and permitted is \$78K. Certainly, this needs to be added onto the value of the land setting the floor value for compensation to Tower at \$256K.

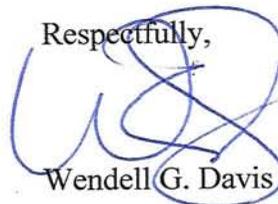
The potential damage and severance claims in play here, very quickly, get into some very large and defensible dollar amounts. These claims include the condemnation of a federally protected and regulated telecommunications site. Additionally, there is the obvious breach of the settlement agreement by the City of Herriman and the parties to the settlement agreement. The claims arising out the breach will easily exceed the seven figure amount. On top of these costs, a new road will need to be constructed and/or altered. Herriman still owes Tower access and utilities from this parcel to the Main Street. Based on the agreement language Herriman will be responsible for all of Tower's legal fees (which will be substantial) in enforcing its rights under the agreement and arising out of the breach of the agreement. Violations of Tower's constitutional and civil rights and the 1996 Telecommunications Act are core to Tower's claims for this second property rights infringement.

**For the foregoing reasons, *inter alia*, the compromised settlement amount is valued at \$750K.** While we understand that Herriman City Attorney John Brems had previously offered Tower \$75K as a starting number to settle this matter, Tower's view is that he is simply miscalculating the full value of Tower's claims in this matter.

As we discussed on the phone, I will be preparing Gramma requests targeted at identifying any and all documents related to UDOT's, Herriman's and Riverton's participation in the planning and installation of Bobcat Drive and whether any federal funds were utilized in the overall Mountain View Corridor Project. As you know if any Federal funds were utilized in the overall project (regardless if they were specifically designated for Bobcat Drive) then the parties must comply with Federal rules and regulations governing the taking.

We look forward to working cooperatively on this matter with all parties involved.

Respectfully,



Wendell G. Davis



GARY R. HERBERT  
Governor

GREG BELL  
Lieutenant Governor

State of Utah  
Department of Commerce

OFFICE OF THE PROPERTY RIGHTS OMBUDSMAN

February 19, 2013

Shelley Exeter  
Administrative Assistant  
State of Utah  
350 N. State Street, Suite 230  
Salt Lake City, Utah 84114

Mayor J. Lynn Crane  
City of Herriman  
13011 So. Pioneer Street  
Herriman, Utah 84065

Virginia Loader, City Recorder  
City of Riverton  
12830 South 1700 West  
Riverton, Utah 84065

RE: Mediation/Arbitration Request: Tower Acquisitions, LLC  
Property Address: Approx 5147 West 12600 South, Herriman, Utah 84096

Dear Sir and Madams:

Michael K. Matthews, on behalf of Tower Acquisitions, LLC, has requested Mediation/Arbitration thru the Office of the Property Rights Ombudsman. The issue relates to action by the Utah Department of Transportation, City of Herriman, and the City of Riverton ("Entities"). The Office has reviewed the request and believes that it may raise issues that may be appropriate for mediation and/or arbitration under Utah statute. (See Utah Code § 13-43-204.)

According to the information we have received, Mr. Matthews states the entities built a road through his property without notice. Mr. Matthews is seeking mediation to determine just compensation and compensable damages.

Shelley Exeter, J. Lynn Crane  
& Virginia Loader  
February 19, 2013  
Page 2 of 2

The Office would like to proceed to have an initial meeting on the matter as soon as possible. In the interim, please consider the following issues and respond if necessary.

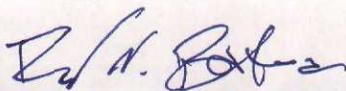
- \* Are the facts as alleged true?
- \* Is there a chance to settle this matter without formal arbitration?
- \* Are there reasons that you believe this matter is not ripe for review?
- \* Is this dispute, or part of it, beyond the scope of this Office's right to provide for arbitration under the statute?
- \* Is the matter inappropriate for mediation or arbitration based on some other factors?

Our Office would be eager to assist in any meaningful way with efforts to resolve the matter in the most informal and expeditious manner possible, so long as this does not result in unreasonable delay or other unfairness.

The attorneys in the Office are available to serve as the arbitrator in this matter. We are also willing to assist as mediators if we can resolve the issues without arbitration.

Thank you for your attention to this matter. Please advise me of any questions or suggestions you have.

Sincerely,



Brent N. Bateman  
Lead Attorney  
Office of the Property Rights Ombudsman

cc: Michael L. Matthews  
Wendell G. Davis  
Barbara Ochoa, Esq.  
John N. Brems, Esq.  
Ryan B. Carter, Esq.  
James Olschewski, UDOT (via email)

## **MEDIATED SETTLEMENT AGREEMENT**

THIS MEDIATED SETTLEMENT AGREEMENT the (“Agreement”) entered into this \_\_\_\_ day of September, 2013 by and between Tower Acquisition LLC, a Delaware series limited liability company – Series No. 113 (“Tower”) and Utah Department of Transportation, a Utah state agency, (“UDOT”), Herriman City, a Utah political subdivision, and City of Riverton, a Utah political subdivision, (collectively the “Government Parties”),

### **WITNESSETH:**

WHEREAS, Tower is the Owner of a certain parcel of property located on or near Bobcat Drive in Herriman, Utah, which is that exact and same parcel of property conveyed to Tower via Quit Claim Deed from the City of Herriman, UT pursuant to that certain Settlement Agreement and Mutual General Release, dated on, or about, May 20, 2010 (the “Prior Settlement”), said Quit Claim Deed is dated May 20, 2010 and was recorded in the official records of Salt Lake County, Utah on June 11, 2010 at 3:20:00 PM in Book 9832, Page(s) 6460-6461, Document No. 10970084 (the “Property”), a copy of which is attached hereto, and by this reference incorporated herein, as **EXHIBIT A**; and

WHEREAS, Tower has raised a claim for a taking of the Property or a portion of the Property, along with other claims arising therefrom, against the Government Parties; and

WHEREAS, Tower has consulted with the Utah Office of the Property Rights Ombudsman concerning its rights and interests, and the Parties have participated in mediation conducted by that Office; and

WHEREAS, the Parties desire to enter into a settlement agreement and release and resolve all issues between the parties;

**NOW, THEREFORE**, for and in consideration of the agreements and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, stipulate and agree as follows:

1. **Settlement Amount.** At Closing (hereinafter defined) the Government Parties shall pay to Tower as a mediated and global settlement the amount of Two Hundred Ten Thousand Dollars (\$210,000.00) representing a negotiated sum to settle the disputed claim. (“Settlement Amount”).

2. **Title.** At Closing Tower shall convey and transfer to Herriman the Property by Quit Claim Deed free and clear of all liens and encumbrances attributable to Tower, the form of which shall be the same as, or substantially similar to, that form which is attached hereto, and by this reference incorporated herein, as **EXHIBIT B**, .

Herriman City will obtain and pay for title insurance upon the Property from Landmark Title Company (“Title Company”). Herriman City will pay any and all closing costs. All property taxes and assessments, if any, relating to the Property shall be prorated between Tower and Herriman City on a daily basis as of the date the Quit Claim Deed is recorded based on the latest information available, with Tower paying the share of such taxes and assessments, if any, for the period before recording the Quit Claim Deed and Herriman City paying the share of such taxes and assessments, if any, for the period after recording the Quit Claim Deed.

3. **Mutual Release.** Upon payment of the Settlement Amount and transfer of Title to the Property:

- a. Tower for itself and its successors and assigns and all other persons or entities asserting any claim by, through or under Tower hereby releases and forever discharges and fully and completely releases the Government Parties and their respective officers, employees, insurers, agents, independent contractors, representatives in their individual and official capacities, of and from any and all manner of action or actions, causes or causes of action, in law or in equity, and any suits, debts, liens, claims complaints, obligations, demands, losses, costs, or expenses, of any nature whatsoever, fixed or contingent, whether known or unknown that Tower now has or may have against the Government Parties by reason of any matter, cause, or thing whatsoever arising out of, based upon, or in any way related to the Property. The claims released herein include, without limitation, any claim(s) against the Government Parties arising under the United States Constitution (including Amendments thereto), the Utah Constitution, any claimed taking of the Property, any claimed trespass upon the Property, and any claims related to the construction of Bobcat Drive.
- b. Each of the Government Parties for itself and its successors and assigns and all other persons or entities asserting any claim by, through or under any of the Government Parties hereby releases and forever discharges and fully and completely releases Tower and it’s respective officers, employees, insurers, agents, independent contractors, representatives in their individual and official capacities, of and from any and all manner of action or actions, causes or causes of action, in law or in equity, and any suits, debts, liens, claims complaints, obligations, demands, losses, costs, or expenses, of any nature whatsoever, fixed or contingent, whether known or unknown that any of the Government Parties now has or may have against Tower by reason of any matter, cause, or thing whatsoever arising out of, based upon, or in any way related to the Property. Each of the Government Parties hereby certifies that it is duly authorized to enter into this Agreement without any further vote, approval or any other official action.

4. Closing. The closing (“Closing”) of the transaction contemplated herein shall occur at the offices of the Title Company no later than 30 days of the date of this Agreement. Closing shall be conditioned on the parties’ full and complete compliance with their obligations under this Agreement prior to, or on, the date of Closing. The closing may be completed in Escrow with Tower providing a properly prepared and executed Deed for delivery to the Title company. The parties shall agree on all closing adjustments and costs and upon approval of the Deed, Title company shall release the Deed from escrow for recording and simultaneously wire the net closing funds to Tower, Tower to provide actionable wiring instructions.

5. **General Provisions.**

- A. *Entire Agreement.* This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof and this Agreement, supersedes all negotiations, representations, prior discussions and preliminary agreements between the Parties hereto relating to the subject matter hereof, and all Parties have made such investigation of the facts pertaining to this Agreement and of all matters pertaining thereto as they deem necessary, and in executing this Agreement, they do not rely on any inducement, promises or representations of the other Party, other than the terms and conditions specifically set forth in this Agreement.
- B. *Cooperation.* Each Party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as any Party may reasonably request or as may be reasonably necessary or appropriate to effectuate, consummate or perform any of the terms, provisions or conditions of this Agreement.
- C. *Successors.* This Agreement shall inure to and bind the successors, assigns, heirs, devisees, executors, administrators, and personal representatives of the respective Parties hereto.
- D. *Modification.* This Agreement may not be modified, waived, amended or changed unless the same is in writing and signed by the Party against whom the enforcement of such modification, waiver, amendment or change is sought.
- E. *Interpretation of Agreement.* This Agreement shall be interpreted and construed as if equally drafted and prepared by all Parties hereto.

- F. *Governing Law.* This Agreement shall be interpreted, construed, and enforced in accordance with, and shall be governed by, the laws of the State of Utah, without giving effect to any conflict of laws provisions.
- G. *Attorneys' Fees and Costs.* All Parties to this Agreement shall respectively bear their own attorneys' fees and costs incurred. If any Party is required to bring or maintain any action in law or equity to enforce any provision of this Agreement, the prevailing Party in that litigation shall be entitled to all costs and attorney fees incurred as a result of such litigation.
- H. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, including any signature delivered by facsimile, but all of which together shall constitute one and the same agreement, even though all Parties hereto do not sign the same counterpart, and even though one or more counterparts are delivered by facsimile.
- I. *Compromise of Disputed Claims.* It is expressly understood and agreed that this Settlement Agreement is a compromise and settlement of disputed claims and has been freely and voluntarily entered into by the parties indicated herein, and that execution of this Settlement Agreement shall not be construed as an admission of liability by either party. It is further understood and agreed that no promises, warranties, representations or understandings have been made other than those which are expressly contained or referred to herein, and the Settlement Agreement contains the entire agreement between the parties and its terms are contractual and not a mere recital.

*[This section intentionally left blank.]*

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Tower Acquisition LLC, a Delaware series limited liability company – Series No. 113

\_\_\_\_\_  
By:\_\_\_\_\_

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Utah Department of Transportation

\_\_\_\_\_  
By:\_\_\_\_\_  
Its:\_\_\_\_\_

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Herriman City

\_\_\_\_\_  
By:\_\_\_\_\_  
Its:\_\_\_\_\_

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Riverton

\_\_\_\_\_  
By:\_\_\_\_\_  
Its:\_\_\_\_\_

**EXHIBIT A**

Copy of Quit Claim Deed, dated May 20, 2010 – Recorded on June 11, 2010, 3:20:00 PM  
in the official records of Salt Lake County, UT in Book 9832, Page(s) 6460-6461 –  
Document No. 10970084

10970084  
6/11/2010 3:20:00 PM \$12.00  
Book - 9832 Pg - 6460-6461  
Gary W. Ott  
Recorder, Salt Lake County, UT  
METRO NATIONAL TITLE  
BY: eCASH, DEPUTY - EF 2 P.

MUT: 20509  
MAIL TAX NOTICES TO:

Tower Acquisition, LLC  
190 Housatonic Street  
Lee, Massachusetts 01238  
APN : 36-36-200-027

**QUITCLAIM DEED**

**CITY OF HERRIMAN** ("Grantor"), whose principal address is 13011 South Pioneer Road, Herriman, Utah 84096, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby quitclaim to **TOWER ACQUISITION LLC** a Delaware series limited liability company - Series No. 113 ("Grantee"), whose principal address is 190 Housatonic Street, Lee, Massachusetts 01238, the following parcel of real property located in Salt Lake County, State of Utah, more particularly described on **Exhibit A** attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this 20 day of May, 2010.

**CITY OF HERRIMAN**

By: Joshua E. Mills  
Joshua E. Mills, Mayor

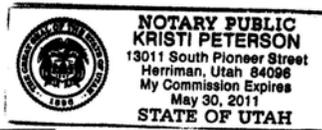
Attest: Kristi Peterson  
Kristi Peterson, City Recorder



STATE OF UTAH )  
  :SS  
COUNTY OF SALT LAKE )

On this 20 day of May, 2010, personally appeared before me Joshua E. Mills, who being by me duly sworn did say that he is the Mayor of Herriman City, Utah, and that the foregoing instrument was signed in behalf of said municipal corporation, and he acknowledged to me that said corporation executed the same.

Kristi Peterson  
NOTARY PUBLIC  
My commission expires: 5-30-11



# EXHIBIT A

## [Tower Parcel Description]

A parcel of land located in the Northeast Quarter of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point South 89°36'57" East 1,173.27 feet along the north line of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian to the northerly extension of the west line of Western Springs Subdivision Phase 3, recorded February 01, 2001 as Entry No. 781153 in Book 2001P at Page 20 of the Salt Lake County records, along said west line and extension and the west line of Western Springs Subdivision Phase 5, recorded April 05, 2007 as Entry No. 100572622 in Book 2007P at Page 158 of said records South 00°24'38" West 1,277.48 feet and North 89°33'16" West 99.92 feet from the North Quarter Corner of said Section 36, and thence North 89°33'16" West 100.00 feet; thence North 00°26'44" East 100.00 feet; thence South 89°33'16" East 100.00 feet; thence South 00°26'44" West 100.00 feet to the POINT OF BEGINNING. Said parcel contains 10,000 square feet or 0.23 acres, more or less.

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**EXHIBIT B**

Form of Quit Claim Deed from Tower Acquisition LLC, a Delaware limited liability company – Series No. 113 to City of Herriman, UT

MAIL TAX NOTICES TO:

Herriman City Recorder  
13011 South Pioneer Road  
Herriman, Utah 84096

**QUITCLAIM DEED**

**TOWER ACQUISITION LLC** a Delaware series limited liability company – Series No. 113 (“**Grantor**”), whose principal address is 208 Main Street, Lee, Massachusetts 01238, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby quitclaim to **CITY OF HERRIMAN** (“**Grantee**”), whose principal address is 13011 South Pioneer Road, Herriman, Utah 84096 the following parcel of real property located in Salt Lake County, State of Utah, more particularly described on **Exhibit A** attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this \_\_\_\_\_ day of September, 2013.

**TOWER ACQUISITION LLC**, a Delaware series limited liability company – Series No. 113

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Michael K. Matthews, President Name:

COMMONWEALTH OF MASSACHUSETTS )  
 :ss  
COUNTY OF BERKSHIRE )

On this \_\_\_\_\_ day of September, 2013, personally appeared before me Michael K. Matthews, who being by me duly sworn did say that he is the President of Tower Acquisition LLC, and that the foregoing instrument was signed in behalf of said party and he acknowledged to me that said party executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

# EXHIBIT A

## [Tower Parcel Description]

A parcel of land located in the Northeast Quarter of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point South  $89^{\circ}36'57''$  East 1,173.27 feet along the north line of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian to the northerly extension of the west line of Western Springs Subdivision Phase 3, recorded February 01, 2001 as Entry No. 781153 in Book 2001P at Page 20 of the Salt Lake County records, along said west line and extension and the west line of Western Springs Subdivision Phase 5, recorded April 05, 2007 as Entry No. 100572622 in Book 2007P at Page 158 of said records South  $00^{\circ}24'38''$  West 1,277.48 feet and North  $89^{\circ}33'16''$  West 99.92 feet from the North Quarter Corner of said Section 36, and thence North  $89^{\circ}33'16''$  West 100.00 feet; thence North  $00^{\circ}26'44''$  East 100.00 feet; thence South  $89^{\circ}33'16''$  East 100.00 feet; thence South  $00^{\circ}26'44''$  West 100.00 feet to the POINT OF BEGINNING. Said parcel contains 10,000 square feet or 0.23 acres, more or less.



## Issue Paper

Item No. 5.4

<b>Presenter/Submitted By:</b>	G. Trace Robinson, P.E., Public Works Director	
<b>Subject:</b>  Approval of Interlocal Cooperative Agreement between Riverton City and Herriman City for the overlay of 13400 South between 5500 West and Mountain View	<b>Meeting Date:</b> October 1, 2013	
	<b>Fiscal Impact:</b> \$123,645.98	
	<b>Funding Source:</b> 21-69-664	
<b>Background:</b>  <p>Over the past two months Herriman City has completed a major storm drain project and widening project on 13400 South between 5500 West and Morning Cloke Way. A year ago Questar Gas installed a 22 inch gas main in 13400 South between Mountain View and 5600 West. As a result of this construction, 13400 South is in need of an overlay. The Engineering Divisions of both Riverton and Herriman have worked together to determine what work needs to be completed to reconstruct and overlay 13400 South between approximately 5500 West and Mountain View. Riverton City bid the project and Kilgore was the low bidder.</p> <p>Riverton's portion of the project includes a 2" edge mill along the gutter and a 2" overlay to the center of the road. The project also includes a restriping of 13400 South to include 2 lanes in each direction. Our portion of the overlay was included in our 2013-14 Budget. We also obtained some funding from Questar Gas through a restoration agreement for the installation of the 22 inch gas line installed last year. This portion of the project will cost Riverton \$123,645.98.</p>		
<b>Recommendation:</b>  Approve Interlocal Cooperative Agreement.		
<b>Recommended Motion:</b>  "I move the City Council adopt <u>Resolution No. 13-48</u> - authorizing the Mayor to execute an Interlocal Cooperative Agreement between Riverton City and Herriman City for the overlay of 13400 South between 5500 West and Mountain View."		

**RIVERTON CITY, UTAH**  
**RESOLUTION NO. 13-48**

**A RESOLUTION APPROVING THE EXECUTION OF AN INTERLOCAL  
COOPERATION AGREEMENT BETWEEN RIVERTON CITY AND HERRIMAN  
CITY FOR THE OVERLAY OF 13400 SOUTH STREET FROM 5500 WEST AND  
MOUNTAIN VIEW HIGHWAY**

**WHEREAS**, UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

**WHEREAS**, Riverton City (the “City”) and Herriman City (“Herriman”) are public agencies as contemplated in UTAH CODE ANN. § 11-13-101; and

**WHEREAS**, the City and Herriman each own and/or are responsible for maintenance of a portion of 13400 South Street between 5500 West and Mountain View Highway; and

**WHEREAS**, the City and Herriman desire to jointly overlay 13400 South Street from 5500 West and Mountain View Highway; and

**WHEREAS**, an agreement entitled "Interlocal Cooperation Agreement for Overlay of 13400 South Street" has been prepared for execution by and between the City and Herriman. This agreement, which is attached hereto, sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

**WHEREAS**, approval of this agreement is beneficial for the City, Herriman, and their respective citizens;

**NOW THEREFORE BE IT RESOLVED** by the Governing Body of Riverton City as follows:

1. The Interlocal Cooperation Agreement by and between Riverton City and Herriman City for the overlay of 13400 South Street from 5500 West and Mountain View Highway is hereby approved, and the Mayor is hereby authorized to sign the Agreement. Prior to signing the agreement, the City Attorney is authorized to make any minor revisions deemed necessary to accomplish the intent of the agreement but do not result in a material alteration to the terms of the Agreement.
2. The Interlocal Agreement is made effective on the date the Agreement is signed by the Mayor of Riverton City and an authorized representative of Herriman City.

**PASSED AND ADOPTED** by the Governing Body of Riverton City this 10<sup>th</sup> day of October 2013 by the following vote:

Council Member Brent Johnson	_____ Yes	_____ No
Council Member Al Leavitt	_____ Yes	_____ No
Council Member Sheldon Stewart	_____ Yes	_____ No
Council Member Tracy Thaxton	_____ Yes	_____ No
Council Member Roy Tingey	_____ Yes	_____ No

**RIVERTON CITY**

[SEAL]

---

**Bill Applegarth, Mayor**

**ATTEST:**

---

**Virginia Loader, MMC  
Recorder**

# INTERLOCAL COOPERATIVE AGREEMENT FOR OVERLAY OF 13400 SOUTH STREET

**THIS INTERLOCAL COOPERATIVE AGREEMENT FOR THE OVERLAY OF 13400 SOUTH STREET** (this “**Agreement**”) is entered into this \_\_\_\_ day of October, 2013, by and between **RIVERTON CITY**, a Utah municipality (“**Riverton**”), and **HERRIMAN CITY**, a Utah municipality (“**Herriman**”).

## RECITALS:

- A. Riverton and Herriman each own and/or are responsible for maintenance of a portion of 13400 South Street between 5500 West and Mountain View Highway.
- B. 13400 Street is in need of repair including asphalt overlay and partial reconstruction (“**Overlay**”).
- C. Riverton and Herriman desire to jointly Overlay 13400 Street.
- D. In compliance with Riverton Municipal Code, Riverton has solicited bids for the Overlay to be performed by a responsive and responsible contractor doing business in the State of Utah.
- E. Riverton and Herriman are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A., to enter into agreements with each other which will enable them to make the most efficient use of their powers

**NOW, THEREFORE**, in consideration of the recitals above and the mutual covenants, promises, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. **Description of the Overlay.** The Overlay shall consist of milling and overlaying Riverton’s and Herriman’s portion of 13400 Street as more fully described on attached exhibit “A.”

Section 2. **Obligations of Riverton.** Riverton shall be responsible for procuring and administering the Overlay Project.

Section 3. **Obligations of Herriman.** Herriman shall pay Riverton \$ 96,741.78 for their portion of the Overlay. Such payment shall be due and payable to Riverton prior to issuance of the Notice to Proceed.

Section 4. **General Provisions.** The following provisions are also an integral part of this Agreement:

(a) **Governmental Immunity.** The Parties are governmental entities under the Utah Governmental Immunity Act. Consistent with the terms of the Act, and as provided therein,

it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act. The parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, employees or agents involved in the matter pertaining to this agreement. The parties further agree to notify each other of any claims or actions under which one party may have to indemnify the other within thirty (30) days of receiving such claim or action.

(b) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(c) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(d) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(e) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(f) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(g) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(h) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(i) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(k) Notices. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the respective addresses set forth herein or to such other address(es) as may be supplied by a party to the other from time to time in writing.

(l) Time of Essence. Time is the essence of this Agreement.

(n) Recitals and Exhibits. All recitals and exhibits are expressly made a part of this Agreement as though completely set forth in the body of this Agreement.

(o) Joint Board. No separate entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, then the Public Works Directors of the parties, or their designees, shall constitute a joint board for such purpose

**DATED** effective the date first above written.

**RIVERTON CITY**

[SEAL]

By \_\_\_\_\_  
Bill Applegarth, Mayor

**ATTEST:**

\_\_\_\_\_  
Virginia Loader, City Recorder

**ATTORNEY APPROVAL:**  
To Form and Legality

\_\_\_\_\_  
City Attorney

**HERRIMAN CITY**

[SEAL]

By \_\_\_\_\_  
Clint Smith, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristi Peterson, City Recorder

**ATTORNEY APPROVAL:**  
To Form and Legality

\_\_\_\_\_  
City Attorney

Quote No. CC13-276

Due Date: September 26, 2013

### Exhibit A

Specification/Plan Reference Number(s)	Quant.	Unit	Kilgore		Riverton		Herriman		
			Unit Price	Amount	Quantity	Amount	Quantity	Amount	
Mobilization & Demobilization	1	LS	8,000.00	8,000.00	1.0	4,000.00	1.0	4,000.00	
Traffic Control	1	LS	12,400.00	12,400.00	1.0	6,200.00	1.0	6,200.00	
Asphalt Edge Milling, 6 ft X taper depth 2" to 0"	6123	LF	0.39	2,387.97	3941.0	1,536.99	2,182.0	850.98	
AC-20 DM-1/2 asphalt concrete pavement, 2" thick	281700	SF	0.67	188,739.00	156330.0	104,741.10	125,370.0	83,997.90	
Lower manhole to Grade	6	Ea	675.00	4,050.00	6.0	4,050.00			
Raise Manhole to Grade	17	Ea	15.00	255.00	17.0	255.00			
Lower Water Valve to Grade	3	Ea	475.00	1,425.00	3.0	1,425.00			
Raise Water Valve to Grade	5	Ea	51.00	255.00			5.0	255.00	
Raise Survey Monument to Grade	3	Ea	85.00	255.00	1.5	127.50	1.5	127.50	
4" <u>Solid Line, White</u> Pavement Marking Paint	7246	LF	0.08	579.68	3623.0	289.84	3,623.0	289.84	
4" <u>Intermittent Line, White</u> Pavement Marking Paint	7227	LF	0.03	216.81	3613.5	108.41	3,613.5	108.41	
12 <u>Solid Line, White</u> Pavement Marking Paint	474	LF	0.93	440.82	237.0	220.41	237.0	220.41	
4" <u>Solid/Intermittent Double Line, Yellow</u>	5242	LF	0.18	943.56	2621.0	471.78	2,621.0	471.78	
4" <u>Solid/Solid Double Line, Yellow</u>	1428	Lf	0.14	199.92	714.0	99.96	714.0	99.96	
Arrow Message, Pavement Marking Paint	16	Ea	15.00	240.00	8.0	120.00	8.0	120.00	
				Total	220,387.76		123,645.99		96,741.78



## Issue Paper

Item No. 5.5

<b>Presenter/Submitted By:</b>	Ryan Carter, City Attorney	
<b>Subject:</b>  Approval of a lease agreement with Salt Lake Valley Law Enforcement Service Area (SLVLESA) for property owned by Riverton City at approximately 1830 West and Park Avenue.	<b>Meeting Date:</b> 10/02/2013	
	<b>Fiscal Impact:</b>	
	<b>Funding Source:</b>	
<b>Background:</b>  SLVLESA desires to fund the development of and occupy a police service building located upon Riverton City property under the terms and conditions of a Lease Agreement and Purchase Option with the City. Under the terms and conditions of the Lease Agreement, lease payments tendered by SLVLESA will equal the funding costs incurred by the parties to construct the anticipated police service building, and the benefit of locating the service station on Riverton City property for the life of the service building will exceed the value of the property itself, should SLVLESA opt to exercise its purchase option contained under the Lease Agreement.		
<b>Recommendation:</b>  Staff recommends Council adopt a resolution approving the execution of a lease agreement with Salt Lake Valley Law Enforcement Service Area (SLVLESA) for property owned by Riverton City.		
<b>Recommended Motion:</b>  “I move the City Council adopt <u>Resolution No. 13-49</u> - approving the execution of a lease agreement with Salt Lake Valley Law Enforcement Service Area (SLVLESA) for property owned by Riverton City.”		

**RIVERTON CITY, UTAH**  
**RESOLUTION NO. 13-49**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE SALT LAKE VALLEY LAW ENFORCEMENT SERVICE AREA (SLVLESA)**

**WHEREAS**, Title 10-8-2 Riverton Municipal Code empowers the Riverton City Council to purchase, receive, hold, sell, and dispose of real and personal property for the benefit of the municipality, and do any other thing in relation to said property that an individual could do; and

**WHEREAS**, the Salt Lake Valley Law Enforcement Service Area (“SLVLESA”) has been created as a local district and service area pursuant to Title 17B, Chapter 1 and Title 17B, Chapter 2a, Part 9 of the Utah Code Annotated to provide for law enforcement services within its boundaries; and

**WHEREAS**, Riverton City (the “City”) has previously chosen to annex into SLVLESA for the provision of funding the delivery of law enforcement services within the City; and

**WHEREAS**, the SLVLESA and Riverton City are each authorized to enter into agreements to facilitate government services, such as law enforcement protection, under the Interlocal Cooperation Act of Utah, Utah Code Ann. § 11-13-101 et seq.; and

**WHEREAS**, SLVLESA desires to fund the development of and occupy a police service building located upon Riverton City property under the terms and conditions of a Lease Agreement and Purchase Option with the City (attached hereto); and

**WHEREAS**, under the terms and conditions of the Lease Agreement, the Riverton City Council finds and determines that the lease payments tendered by SLVLESA will equal the funding costs incurred by the parties to construct the anticipated police service building, and the benefit of locating the service station on Riverton City property for the life of the service building will exceed the value of the property itself, should SLVLESA opt to exercise its purchase option contained under the Lease Agreement; and

**NOW THEREFORE BE IT RESOLVED** by the Governing Body of Riverton City as follows:

1. The attached Lease Agreement and Purchase Option Agreement by and between Riverton City and SLVLESA is hereby approved and the Mayor is hereby authorized to sign the Agreement, upon verification that the same has been approved as to legal form by the City Attorney.
2. This Resolution shall take effect immediately upon passage.

**PASSED AND ADOPTED** by the City Council of Riverton, Utah, and this \_\_\_\_\_ day of October 2013 by the following vote:

Council Member Brent Johnson	_____ Yes	_____ No
Council Member Al Leavitt	_____ Yes	_____ No
Council Member Sheldon Stewart	_____ Yes	_____ No
Council Member Tracy Thaxton	_____ Yes	_____ No
Council Member Roy Tingey	_____ Yes	_____ No

**RIVERTON CITY**

[SEAL]

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**Bill Applegarth, Mayor**

**ATTEST:**

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**Virginia Loader, MMC  
Recorder**

## LEASE AGREEMENT AND PURCHASE OPTION

THIS LEASE AGREEMENT (this “**Lease**”) is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2013, between RIVERTON CITY, a body corporate and politic of the State of Utah (“**Lessor**”), and Salt Lake Valley Law Enforcement Service Area, a Service Area and political Subdivision of the State of Utah (“**Tenant**”).

### RECITALS:

A. Lessor is the record owner of the Property (defined below) that is the subject of this Lease, and desires to lease the Property to Tenant, and Tenant desires to lease the Property from Lessor, subject to the terms and conditions set forth below.

B. It is the intent of the parties that this shall be a Lease leading to the transfer of the Property and the constructed improvements to the Tenant at the end of the Lease period upon the satisfaction by Tenant of the obligations hereunder and the exercise of the Option to Purchase the Property in accordance with Paragraph 25 of this Lease.

IN CONSIDERATION of the above recitals (which are acknowledged to be true and are incorporated by reference into this Lease), and the rents, covenants and agreements set forth below and reserved to be paid, kept and performed by one or the other of the parties hereto, Lessor and Tenant hereby enter into this Lease and agree as follows:

1. Lease of Property; Lessor’s Construction of Improvements; Off-site Parking Area Lease.

1.1. Lease of Property; Tenant’s Construction of Improvements. Lessor hereby leases to Tenant the tract of land located in Riverton, Utah, consisting of approximately 3000 sq. ft. and more particularly described in Exhibit “A” attached hereto and made a part hereof (the “**Property**”) The parties acknowledge that the description of Property on Exhibit “A” is generally accurate and intended for illustrative purposes only. In the event Tenant exercises its option to purchase the Property, a legal description shall be prepared by a licensed surveyor acceptable to the parties, and at the Lessor’s sole expense. Said survey shall be the basis for the description of the Property for purposes of the purchase of the Property by the Tenant. The Property is currently unimproved. Lessor shall cause the completion of certain improvements to the Property consisting of a building containing approximately 6000 square feet with approximately 5343 square feet finished for occupancy (the “**Building**”) and related on-site parking (with approximately 27 parking stalls), vehicular access, and landscaping improvements for use as a law enforcement facility (collectively with the Building, the “**Improvements**”), pursuant to the program and approved plans and specifications for the core improvements (i.e., the site work, on-site and off-site parking facilities, access drives, roadways, core and shell of Building) that, upon approval, will constitute Exhibit “B” to this Lease and other plans and specifications for the Improvements (such as the interior improvements for the Building) yet to be prepared by Tenant and approved by Lessor (the “**Plans and Specifications**”). Approval of the plans and specifications shall be by both the Lessor and Tenant. Plans and specifications for the Improvements shall utilize and be based on the program prepared by AJC Architects and approved by Tenant. Final approval of the

plans and specifications shall be conditioned upon total construction costs including required permits, necessary furnishings, fixtures and equipment, architectural and engineering fees and construction management costs not exceeding \$1,900,000.00. Once completed, the Improvements are sometimes referred to below as the “**UPD Building**”). The Improvements shall also include certain off-site parking improvements (the “**Off-site Parking**”), a paved pedestrian loading and unloading area, and a paved driveway for vehicular access to the rear of the Building, all as shown on the site plan attached as Exhibit “A-1” to this Lease (the “**Site Plan**”). Until Lessor has delivered physical possession of the building as described on Paragraph 14, Tenant shall not attempt to prohibit Lessor from access to the Property for any purpose related to Lessor’s fulfillment of Lessor’s obligation to construct and complete the UPD Building and related improvements.

2. Term. The term of this Lease (the “**Term**”) shall commence on the date of this Lease (the “**Commencement Date**”) and end on the last day of the last month identified on the schedule attached as Exhibit “C” to this Lease (the “**Expiration Date**”). Notwithstanding any language to the contrary in this Lease, if the debt obligation resulting from the issuance of the Sales Tax Bonds (defined below) is retired or defeased before the Expiration Date, then the Tenant may at its option continue to make lease payments in accordance with Exhibit “C” or pre-pay its proportionate share of the cost of retiring or defeasing the debt obligation at which point the property shall be conveyed to Tenant in accordance with Paragraph 25, hereof.

3. Rent and Other Payments.

3.1. Fixed Rent. Commencing on date first identified on the schedule attached as Exhibit “C” to this Lease and on each subsequent payment date identified thereon, Tenant shall pay Lessor base rent in the amounts shown on the schedule attached as Exhibit “C” to this Lease (the “**Fixed Rent**”). The Fixed Rent shall be delivered to Lessor at the address provided in Section 22 below or at such other address as Lessor may specify in writing to Tenant. The parties acknowledge that Exhibit “C” is based on the best estimates of the Lessor’s bond sale terms and may be amended and substituted without further approval of the parties upon the actual sale of the Sales Tax Bonds.

3.2. Rent. The term “**Rent**” means the aggregate of Fixed Rent and Additional Rent. “**Additional Rent**” means any and all amounts payable by Tenant to Lessor under the terms of this Lease, other than Fixed Rent.

3.3. Net Rent. The Rent is absolutely net to Lessor. Tenant shall pay for all insurance, taxes, utilities, repairs, maintenance and other services and costs relating to the Property and the Improvements. Lessor shall incur no cost or expense in connection with the Property or the Improvements during the Term. This Paragraph shall not be construed to apply to entryway and parking facilities which are shared by Tenant and Lessor, but are not located within the property to be leased to Tenant, as shown in Exhibit A.

4. Property Accepted “As-Is.” Except as provided in paragraph 10, below, Tenant accepts the Property “as-is” without warranty or representation of any kind except as expressly set forth

in this Lease. Tenant acknowledges and agrees that it has had ample opportunity to conduct any inspections Tenant deemed appropriate to evaluate the Property and to determine the suitability of the Property for Tenant's purposes, including, without limitation, determining whether the Property has sufficient access and determining whether all needed utilities and services will be available.

5. Use, Construction and Financing of Improvements.

5.1. Use. The Property and Improvements shall only be used by Tenant, for public purposes including the operation of a law enforcement precinct office (the UPD Building) and related activities which shall, in whole or part, be open to the public, as permitted by applicable zoning in the Riverton City. The terms of this Lease do not permit Tenant to use or operate the Property except in accordance with all Applicable Laws (defined below) and the terms of tax provisions of this lease. Tenant may also use part of the Property for office administration and for restaurants, cafes, snack bars, lunch rooms, banquet hall, meeting rooms, gift shop, and similar uses incidental to the primary UPD Building use, all in compliance with the tax provisions of this lease. Tenant may use the Property for no other purpose (including, without limitation, any retail or office purpose) without the consent of Lessor, which may be withheld in Lessor's sole discretion. The uses expressly permitted in this paragraph are sometimes collectively referred to below as the "**Permitted Use.**" Tenant may assign or sublease the property and Improvements to another non-profit or governmental entity for public purposes with consent of Lessor, which consent shall not be unreasonably denied, conditioned or delayed; however, Lessor's consent or denial of consent to any proposed assignment or sublease of the Property may be based (in part and without limitation) upon whether the proposed assignee or sublessee will use the property in accordance with the Permitted Use(s) of the Property, and in the case of a proposal to sublease or assign the Property to a non-profit entity, Lessor's consent or denial of consent may also be based upon a determination by Lessor as to whether the corporate objectives of the non-profit entity are consistent with the Lessor's objectives to protect and advance the health, safety, welfare, and morals of Riverton City. Additional conditions governing whether an assignment or sublease may be granted by Lessor are found in Paragraph 13 of this Agreement.

5.2. Construction of Improvements by Lessor; The Improvements shall be constructed in accordance with the provisions of the Plans and Specifications (or as may be supplemented by any other subsequent plans and specifications approved by Tenant and Lessor) and all Applicable Laws. In the event Tenant requires any material change to the construction of the Improvements as specified in the Plans and Specifications, Tenant shall submit to Lessor a reasonably detailed written explanation of such changes (each a "**Change Order**"). The Improvements shall not be altered as specified in the Change Order unless Lessor gives its consent to such Change Order, which consent shall not be unreasonably withheld, conditioned or delayed. Unless the Change Order is of a type requiring a possible public hearing because it affects the approved site plan for the Improvements or otherwise requires, under Applicable Law, a more extensive review and approval process (a "**Major Change Order**"), Lessor shall have a period of three (3) business days from Lessor's receipt of a Change Order to approve or reject such Change Order. In the event Lessor does not disapprove of such Change Order within such three

(3) business day period, Lessor's approval of such Change Order shall be deemed granted. In the event Lessor disapproves of such Change Order within such three (3) business day period, Lessor's disapproval shall be in writing and contain a reasonably detailed explanation of the reasons for Lessor's disapproval and what changes Lessor requires in order to give its approval of such Change Order. Lessor's review and approval or disapproval of a Major Change Order shall be performed as expeditiously as possible, consistent with the requirements of Applicable Laws. Upon Lessor's approval or deemed approval of a Change Order, the Plans and Specifications shall mean the Plans and Specifications as modified by the Change Order. The foregoing notwithstanding, Tenant may make alterations to fixtures, furnishings, and equipment for the interior of the building after construction is completed and Tenant has taken possession of the UPD Building.

5.3. Disbursement of Bond Proceeds and Other Construction Funds and Tax Provisions. Lessor has issued certain Sales Tax Revenue Bonds, Series 2013C (the "**Sales Tax Bonds**") sufficient to provide approximately \$1,900,000.00 of proceeds (the "**Bond Proceeds**") to only be used to defray the costs of the **Improvements**. The Bond Proceeds are being held by Wells Fargo Bank, N.A., as trustee (the "**Bond Trustee**") for disbursement pursuant to the terms of a **Disbursement Agreement**, which is to be executed by Lessor. Tenant acknowledges that Lessor's: 1) issuance of the Sales Tax Bonds to include \$1,900,000 for construction of the Building and the Improvements; 2) execution of the Disbursement Agreement; and 3) execution of contracts with architects, engineers, construction managers, and contractors to design and build the UPD Building and Improvements, are performed by Lessor in reliance upon Tenant's obligations to accept and take possession of the Building upon issuance of a Certificate of Occupancy for the UPD Building, timely make lease payments described in this Agreement, and to fully comply with all other material terms described herein. Each of Lessor's Agents (defined below) shall guarantee to Lessor and for the benefit of Tenant that the portion of the Improvements for which it is responsible shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. Each of Lessor's Agents shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract that shall become defective within one (1) year after the completion of the work performed by such contractor or subcontractors and issuance of a Certificate of Occupancy for the Building. The correction of such work shall include, without additional charge, all additional expenses and damages incurred in connection with such removal or replacement of all or any part of the Improvements, and/or the Property that may be damaged or disturbed thereby. All such warranties or guarantees as to materials or workmanship of or with respect to the Improvements shall be contained in the construction contract or applicable subcontract and shall be written such that such guarantees or warranties shall inure to the benefit of both Lessor and Tenant, as their respective interests may appear, and can be directly enforced by either. At Tenant's request, Lessor provide Tenant with any assignment or other assurances which may be necessary or desirable to provide for such right of direct enforcement. As used in this Lease, "**Lessor's Agents**" shall mean Lessor's general contractor or construction manager and all subcontractors of any tier, laborers, materialmen, and suppliers used by Lessor in constructing the Improvements.

5.4. Tax Provisions. The Sales Tax Bonds have been issued based on Tenant's status as a tax-exempt governmental entity under the Internal Revenue Code (“**Tenant's Tax Status**”). No portion of the Project will be used for any “private business use” within the meaning of Section 141 of the Code and no portion of the proceeds of the Series 2013 Bonds allocable to the Project will be used to make any loans. Neither principal nor interest on the Series 2013 Bonds proceeds allocable to the Project shall be, directly or under terms of any underlying arrangement (a) secured by any interest in property used or to be used for a private business use or payments in respect of such property, or (b) derived from payments in respect of property, or borrowed money, used or to be used for a private business use, within the meaning of Section 141(b)(6) of the Code and the regulations adopted thereunder.

No portion of the Project will be managed by a private person or company pursuant to a management contract with either of the Parties, unless approved by bond counsel acceptable to the City. None of the proceeds of the Series 2013 Bonds allocable to the Project will be used to acquire nongovernmental output property, as defined in Section 141(d) of the Code.

The Parties agree that the financing of the Project is not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated thereunder (a) enabling the Parties to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (b) increasing the burden on the market for tax-exempt obligations.

Tenant's failure to comply with all of the terms, covenants, and conditions of the tax provisions of this Lease (beyond any applicable cure period) shall constitute a material Event of Default under this Lease.

5.5. Ownership of Improvements. All Improvements constructed on the Property to the extent of Tenant's interest shall be owned by Lessor until expiration of the Term or earlier termination of this Lease, at which time such Improvements shall become the property of Tenant, subject to the terms of Section 25 below. Tenant shall have the right to alter or modify such Improvements at any time during the Term so long as such alterations and modifications are in accordance with Applicable Law and consistent with the Permitted Use; provided, however, that any structural or exterior modifications shall require the prior written consent of Lessor, which may be withheld in Lessor's reasonable discretion (but which, in the absence of such reasonable discretion, may not be unreasonably conditioned or delayed). The parties covenant for themselves and all persons claiming under them that such Improvements are real property.

5.6. Continuous Operation; Non-competition Clause. During the Term, Tenant shall continuously operate or occupy the Improvements and the Property and operate the UPD Building in a manner consistent with the Permitted Use. During the Term, neither Tenant nor any of its present or future officers or directors shall support, directly or indirectly, a competing UPD Riverton Precinct Administration Building.

5.7. Non-Discrimination. Tenant covenants that Tenant shall not discriminate, in violation of Applicable Law, against or segregate any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Property. Tenant shall not establish, in violation of Applicable Law, any practice or practices of discrimination or segregation as set out in the foregoing language in this sentence with reference to the selection, location, number, use or occupancy, of tenants, licensees, employees or vendees in the Property or the improvements thereon. The foregoing covenants shall run with the land. Tenant covenants that Tenant shall not discriminate against or practice segregation against any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the construction of any Improvements. In addition, Tenant shall include a provision similar in form and substance to this Section 5.5 in each lease or license entered into by Tenant with a sublease or licensee for space at the Property imposing these non-discrimination obligations on each subtenant, if applicable.

5.8. Tenant's Annual Operating Budgets. During the Term of this Lease, no later than the end of Tenant's fiscal year, Tenant's Board of Trustees shall approve and adopt an operating budget for Tenant's next fiscal year (the "**Annual Operating Budget**"). Each Annual Operating Budget shall provide for payment of the Rent due under this Lease for such year, and for the funding of certain reserve funds, such as for roof replacement, slurry sealing and restriping of asphalt paved areas, and other appropriate reserves for the maintenance and operation of the type of Building and the other Improvements located at the Property. Prior to the approval and adoption of each Annual Operating Budget by Tenant's Board of Trustees, Lessor shall have the opportunity to review and comment on the terms of each proposed Annual Operating Budget.

5.9. Lessor Approval for Changes. Notwithstanding anything to the contrary above, Tenant shall not be required to secure any Lessor approvals in connection with alterations or modifications to the Improvements that involve only (i) non-structural, interior alterations, not visible from the street level or (ii) exterior maintenance and repair which (A) does not alter or change the originally prescribed elevations, appearance or exterior construction materials of the Improvements, and (B) is necessary to maintain the Improvements in good, clean and neat condition and (C) except with respect to roof repairs or replacement, does not exceed the "**Threshold Amount**" (defined below); provided, however, that any such alterations or modifications pursuant to this sentence shall comply with all Applicable Laws, including all building and safety rules and codes. Alterations or modifications meeting the requirements set forth in the preceding sentence are sometimes referred to as "**Minor Changes.**" Changes other than Minor Changes are sometimes referred to as "**Major Changes.**" The "**Threshold Amount**" shall mean an amount equal to One Hundred Thousand Dollars (\$100,000.00).

6. Utilities. During the Term, Tenant shall pay all costs, expenses, charges and amounts, of whatever kind or character, including all connection fees and cost of all laterals, for all utilities and services supplied to the Property, including, without limitation, all water, gas, electricity, telephone and other telecommunications and data delivery services (such as cable and Internet

services), sewer service, protective service and trash disposal. Lessor shall not be liable in damages or otherwise, nor shall there be an abatement of Rent, if any utility or service is interrupted or impaired for any reason other than due solely to Lessor's willful misconduct or gross negligence. Lessor shall pay all costs associated with maintenance of parking areas which are shared by Tenant and Lessor.

7. Payment of Taxes.

7.1. Tenant's Obligation. During the Term, Tenant shall pay prior to delinquency all real and personal property taxes, commercial rental or sales tax, impact fees, local improvement rates, and other ad valorem assessments (whether general or special, known or unknown, foreseen or unforeseen) and any tax or assessment levied or charged in lieu thereof (including, without limitation, any privilege tax), whether assessed against Lessor and whether collected from Lessor, including, without limitation, any privilege or excise tax, assessments (whether general or special), charges and fees imposed, assessed or levied by any governmental or public authority against or upon the Property, whether known or unknown, anticipated or unanticipated (all of which are herein collectively referred to as "**Taxes**"); provided, however, that any Taxes which are levied in a lump sum amount, but which may be paid in installments over a period of time, shall be required to be paid by Tenant only as said installments fall due. Taxes shall include any fine, penalty, interest or cost attributable to the delinquent payment thereof. All reasonable expenses, including attorneys', experts' and other witnesses' fees, incurred in contesting the validity or amount of any Taxes or in obtaining a refund of Taxes will be considered as part of the Taxes for the tax year in which such expenses are incurred. Any Taxes which are attributable to a year during any part of which this Lease is not in force shall be prorated between Tenant and Lessor on the basis of and by taking into account that portion of said year during which this Lease is in force. Lessor shall cause the taxing and assessing authorities to send directly to Tenant all notices of Taxes and all notices of assessed values respecting the Property, and if Tenant rather than Lessor receives such notices, Tenant shall immediately provide Lessor with copies of the same.

7.2. Contest of Taxes. At any time, from time to time, during the Term, Tenant may, at Tenant's sole cost and expense, contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application of any Taxes, provided that (a) no Event of Default has occurred and is continuing, (b) such proceeding shall suspend the collection of the Taxes, (c) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Tenant is subject and shall not constitute a Default thereunder beyond all applicable notice and cure periods, (d) no part of or interest in any Property will be in imminent danger of being sold, forfeited, terminated, canceled or lost, and (e) Tenant shall promptly upon final determination thereof pay the amount of such Taxes, together with all costs, interest and penalties. Prior to any such contest, Tenant shall notify Lessor in writing of its intention to contest any Taxes. Lessor shall, if required by Tenant, at no cost and expense to Lessor, join in any proceeding necessary to contest the Taxes in accordance with the provisions of this Section 7.2.

8. Maintenance and Repairs of Improvements. During the Term, but subject to the provisions of Section 9 hereof, casualty and normal wear and tear, Tenant, at Tenant's sole cost and expense, shall maintain the Property and all Improvements in good order, condition and repair and in a clean and sanitary condition, including both structural and nonstructural portions, including, without limitation, all plumbing, heating, air conditioning, ventilating, electrical and lighting facilities and equipment, fixtures, exhibits, interior and exterior walls, foundations, ceilings, roofs, columns, beams, floors, windows, window sashes and frames, doors and door frames, glass, landscaping, driveways, walkways, parking lots, signs, furnishings, trade fixtures, leasehold improvements, equipment and other personal property located on the Property, regardless of fault and regardless of whether such repairs are ordinary or extraordinary, foreseeable or unforeseeable, or capital or non-capital. Tenant's obligations under this Section 8 shall also include the responsibility to remove snow from all of the Property's outdoor paved areas, including all parking lots, driveways, and sidewalks, to ensure the safety of patrons and other invitees. Lessor shall have no obligation to maintain or repair the Improvements. Tenant shall fulfill all of Tenant's obligations under this Section 8 at Tenant's sole expense. If Tenant fails to maintain, repair or replace the Property as required by this Section 8, Lessor may (but without any obligation to do so), upon ten (10) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Property and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Lessor for all costs incurred in performing such maintenance or repair, plus an administrative fee of fifteen percent (15%) of the cost of such work, immediately upon demand.

9. Insurance.

9.1. Tenant's Liability Insurance. Tenant, and or any assignee or sublessee of Tenant, shall, during the Term, at Tenant's sole cost and expense, carry commercial general liability insurance covering the Property and Tenant's use of the Property of not less than Four Million Dollars (\$4,000,000.00), per occurrence. Such insurance shall: (i) name Lessor as an additional insured; (ii) be primary to any liability insurance maintained by Lessor; (iii) protect Lessor and Tenant under a severability of interest clause as if each were separately insured under separate policies; and (iv) contain a provision that Lessor shall be entitled to coverage for losses occasioned by acts, omissions or negligence of Tenant. Such policy shall contain a "separation of insureds" clause, as follows (or its equivalent):

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

9.2. Annual Review of Liability Insurance. Once during each calendar year, Lessor may review the insurance coverage to be carried by Tenant or Tenant's assignee or sublessee. If Lessor reasonably determines that higher limits of coverage are necessary to protect the interests of Lessor as an additional insured, Tenant shall be so notified in writing by Lessor. Upon receiving such limits of coverage from Lessor, Tenant shall obtain the addition limits of insurance, if any, at Tenant's sole cost and expense.

9.3. Special Coverage. Lessor or its contractor shall carry “Builder’s Risk” insurance in an amount approved by Tenant covering the construction of the Improvements, and such other insurance as Lessor may require, it being understood and agreed that the Improvements shall be insured by Tenant pursuant to Section 9.2 of this Lease immediately upon completion thereof. Such insurance shall be in amounts and shall include such extended coverage endorsements as may be reasonably required by Tenant including, but not limited to, the requirement that all of Lessor’s Agents shall carry Excess Liability and Products and Completed Operation Coverage insurance, each in amounts not less than \$500,000 per incident, \$1,000,000 in aggregate, and in a form and provided by companies as are required of Lessor under this Lease. Lessor shall cause its architect or any other design professional engaged by Lessor to continuously maintain during the course of its professional services (i) commercial general liability insurance with limits, in form, and with companies as are required to be carried by Lessor under the terms of this Lease, and (ii) professional liability insurance with per claim and aggregate limits of not less than One Million Dollars (\$1,000,000.00) and with a deductible or self-insured retention of not more than Fifty Thousand Dollars (\$50,000.00). The professional liability insurance shall be maintained without interruption for a period of two (2) years after the date of completion of the Improvements. All of Lessor’s Agents shall carry statutory worker’s compensation insurance covering all of their respective employees, and shall also carry commercial general liability insurance, with limits, in form and meeting the other requirements of such insurance required of Tenant under Section 9.1 of this Lease. Such liability insurance policies shall name Tenant and Lessor as additional insureds, and Lessor shall cause Lessor’s Agents to provide Tenant with an appropriate “additional insured” endorsement to such policies (in form satisfactory to Lessor and Tenant) prior to commencement of the work. To the fullest extent of the law, the Parties’ agreement to indemnification as set forth in Section 10.1 of this Lease shall also apply with respect to any and all claims, costs, losses, damages, injuries and liabilities, including attorneys’ fees, arising out of or relating in any way to the Improvements and attributable, in whole or in part, to any act or omission of Lessor or Lessor’s Agents, or any architect, engineer, consultant, representative or agent of any of them, or anyone directly or indirectly employed by any of them, or in connection with Lessor’s non-payment of any amount arising out of or relating to the Improvements and/or Lessor’s disapproval of all or any portion of any request for payment. Such indemnity by the parties, as set forth in Section 10.1 of this Lease, shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to Tenants performance of any ministerial acts reasonably necessary (i) to permit Lessor to complete the Improvements, and (ii) to enable Lessor to obtain any building permit or certificate of occupancy for the Property.

9.4. Certificate of Insurance; Policy Requirements. Prior to execution of this Lease and annually thereafter, each party shall provide the other certificates establishing to the receiving party’s satisfaction that the party is in compliance with the provisions of this Section 9. Each party shall promptly advise the other of any claim or litigation that may result in liability to that party. All policies of insurance required by the terms of this Lease shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy, notwithstanding any act or negligence of a party which might otherwise result in forfeiture of said insurance and the

further agreement of the insurer waiving all rights of set off, counterclaim or deductions against the party. All policies of insurance shall be issued by reputable insurance companies authorized to do business in the State of Utah and having a Financial Strength Rating of "A-" or better, and a Financial Size Category of "VIII" or larger, based on the most recent published ratings of the A.M. Best Company. All policies of insurance, when required by this agreement shall name Lessor or Tenant, as appropriate, as an additional insured or a loss payee, as applicable, pursuant to endorsements in form acceptable to that party. Upon the request of Lessor or Tenant, Tenant or Lessor, as appropriate, shall furnish the other party with evidence satisfactory to that party of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Lease. All such policies shall contain the following provision (by endorsement, as needed):

"At least thirty (30) days prior written notice shall be given to (insert the name of the party) by the insurer of any intention not to renew such policy or to cancel, replace or alter the same by reducing required coverage, such notice to be given by registered mail to Lessor, addressed as follows: Riverton City, 12830 South Redwood Road, Riverton, Utah 84065, Attention: City Manager and Tenant, addressed as follows: Salt Lake Valley Law Enforcement Service Area, 3365 S. 900 W., Salt Lake City, UT 84119, Attention: District Administrator."

9.5. Insurance Proceeds. After the happening of any casualty to the Property or any part thereof, Tenant shall give prompt written notice thereof to Lessor. In the event of any damage to or destruction of the Improvements in excess of the Threshold Amount (defined below), the insurance proceeds shall be delivered to the Bond Trustee for disbursement for the restoration and/or repair of the Improvements, using the same procedure set forth in the Disbursement Agreement. Any insurance proceeds payable to Tenant pursuant to this Lease in excess of the amounts required to repair and/or restore the Property shall be the property of Tenant, and Tenant shall be solely responsible for paying any shortfall between the insurance proceeds and the cost of such restoration or repair. Tenant shall diligently restore and rehabilitate the Improvements to at least the condition that such Improvements existed in immediately prior to such casualty.

9.6. Performance and Payment Bonds. In connection with any Major Changes (defined below), and before construction thereof commences, Tenant shall furnish Lessor with a performance bond in an amount of not less than one hundred percent (100%) of the anticipated cost of such construction work to the Property, and a payment bond guaranteeing the completion of the improvements free from liens of materialmen, contractors, subcontractors, mechanics, laborers, and other similar liens. Such bonds shall be bonds of a responsible surety company, licensed to do business in Utah with a Financial Strength Rating of "A-" or better, and a Financial Size Category of "VIII" or larger, based on the most recent published ratings of the A.M. Best Company, and shall remain in effect until the entire cost of the work has been paid in full and the new improvements have been insured as provided in this Lease. Lessor may accept such alternative or other security for the completion of such construction as it may approve, in its sole discretion.

10. Indemnification.

10.1. General Indemnification. Lessor and Tenant are both governmental entities subject to the provisions of the Utah Governmental Immunity Act (the “Act”). Subject to the provisions of the Act, each party agrees to defend and indemnify the other party, including its respective elected and non-elected officials, boards, commissions, agents, contractors and employees (“Tenant or Lessor Related Parties”), from any and all demands, claims, causes of action, judgments losses, damages, liabilities fines, penalties, costs and expenses, including reasonable attorneys’ fees arising from the intentional or negligent acts or omissions of the indemnifying party or its employees, officers, agents and contractors. In addition, Tenant shall include a provision within each permitted sublease entered into by Tenant for the Property wherein the subtenant shall agree (a) to provide the indemnification to Lessor and Tenant as set forth in the immediately preceding sentence and (b) to name Lessor and Tenant as additional insureds on such subtenant’s policy of commercial general liability insurance.

10.2. Environmental Indemnification.

(a) In addition to, and without limiting the scope of, any other indemnities provided under this Lease, Tenant shall indemnify, defend (with counsel reasonably acceptable to Lessor) and hold harmless the Lessor Related Parties from and against any and all demands, losses, costs, expenses, damages, bodily injury, wrongful death, property damage, claims, cross-claims, charges, action, lawsuits, liabilities, obligations, penalties, investigation costs, removal costs, response costs, remediation costs, natural resources damages, governmental administrative actions and reasonable attorneys’ and consultants’ fees and expenses, directly or indirectly, in whole or in part, arising out of or relating to (i) the release of Hazardous Materials by Tenant or the Tenant Related Parties, (ii) the violation of any Hazardous Materials laws by Tenant or the Tenant Related Parties, or (iii) the use, storage, generation or disposal of Hazardous Materials in, on, about or from the Property, the Off-site Parking Area, and the Permanent Access Easement Area by Tenant, the Tenant Related Parties, or any tenant of the Improvements (the items listed in clauses (i) through and including (iii) being referred to herein individually as a “**Tenant Release**” and collectively as the “**Tenant Releases**”). In addition, Tenant shall use commercially reasonable efforts to include a provision within each sublease entered into by Tenant for the Property wherein the sub-tenant shall agree to provide the indemnification to the Lessor Related Parties as set forth in the immediately preceding sentence.

(b) Lessor covenants to deliver to Tenant at the commencement of the Lease, the Property free of hazardous materials or contamination from hazardous materials. In addition to, and without limiting the scope of, any other indemnities provided under this Lease, Lessor shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless the Tenant Related Parties from and against any and all demands, losses, costs, expenses, damages, bodily injury, wrongful death, property damage, claims, cross-claims, charges, action, lawsuits, liabilities, obligations, penalties, investigation costs, removal costs,

response costs, remediation costs, natural resources damages, governmental administrative actions and reasonable attorneys' and consultants' fees and expenses, directly or indirectly, in whole or in part, arising out of or relating to (i) the release of Hazardous Materials by Lessor or the Lessor Related Parties, (ii) the violation of any Hazardous Materials laws by Lessor or the Lessor Related Parties, or (iii) the use, storage, generation or disposal of Hazardous Materials in, on, about or from the Property, the Off-site Parking Area, and the Permanent Access Easement Area by Lessor, the Lessor Related Parties, or any Lessor of the Improvements (the items listed in clauses (i) through and including (iii) being referred to herein individually as a "**Lessor Release**" and collectively as the "**Lessor Releases**") whether arising prior to or after the commencement of the Lease.

10.3. Definition of Hazardous Materials. The term "**Hazardous Materials**" shall mean any substance:

(a) Which is flammable, explosive, radioactive, toxic, corrosive, infectious, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of Utah or any political subdivision thereof; or

(b) Which contains asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity or petroleum, including crude oil or any fraction thereof; or which is or becomes defined as a pollutant, contaminant, hazardous waste, hazardous substance, hazardous material or toxic substance under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6987; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801-1812; the Clean Water Act, 33 U.S.C. §§ 1251-1387; the Clear Air Act, 42 U.S.C. §§ 7401-7642; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2655; the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j; the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11001-11050; under title 19, chapter 6 of the Utah Code, as any of the same have been or from time to time may be amended; and any similar federal, state and local laws, statutes, ordinances, codes, rules, regulations, orders or decrees relating to environmental conditions, industrial hygiene or Hazardous Materials on the Property, including all interpretations, policies, guidelines and/or directives of the various governmental authorities responsible for administering any of the foregoing, now in effect or hereafter adopted, published and/or promulgated; or

(c) The presence of which on the Property requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy, or common law; or

(d) The presence of which on the Property causes or threatens to cause a nuisance on the Property or to adjacent properties or poses or threatens to pose a hazard to the health and safety of persons on or about the Property.

10.4. Use of Hazardous Materials. Neither party shall, and shall not permit any Tenant or Lessor Related Parties to use, store, generate, release or dispose of Hazardous Materials in, on, about or from the Property.

11. Compliance with Applicable Laws, Rules and Regulations.

11.1. In General. Tenant shall, at Tenant's sole expense, promptly observe and perform (or cause the same to be done) the requirements of (a) all applicable federal, state, county, municipal or other applicable governmental authority laws now or hereafter in effect and applicable to the Property, any Improvement thereon, use thereof or Tenant's leasehold interest therein (collectively, "**Applicable Laws**"), and (b) the covenants and conditions of all insurance policies at any time duly issued or enforce which are applicable to the conduct of Tenant's business at the Property.

11.2. Release of Hazardous Materials. If Tenant or Lessor discovers that any spill, leak or release of any quantity of any Hazardous Materials has occurred on, in or under the Property or has affected or may affect the Property, in violation of Applicable Law or that may give rise to liability under Applicable Law, the party shall promptly notify all appropriate governmental agencies and the other party. In the event such release is a Tenant Release, Tenant shall (or shall cause others to) promptly and fully investigate, clean up, remediate and remove all such Hazardous Materials as may remain and so much of any portion of the environment as shall have become contaminated, all in accordance with applicable government requirements, and shall replace any removed portion of the environment (such as soil) with uncontaminated material of the same character as existed prior to contamination. Within twenty (20) days after any such spill, leak or release, Tenant shall give Lessor a detailed written description of the event and of Tenant's investigation and remediation efforts to date. Within twenty (20) days after receipt, Tenant shall provide Lessor with a copy of any report or analytical results relating to any such spill, leak or release. In the event of a release of Hazardous Material in, on or under the Property by the Tenant Related Parties, Tenant shall not be entitled to an abatement of Rent during any period of abatement. Release, Lessor shall (or shall cause others to) promptly and fully investigate, clean up, remediate and remove all such Hazardous Materials as may remain and so much of any portion of the environment as shall have become contaminated, all in accordance with applicable government requirements. In the event such release is a Lessor, and shall replace any removed portion of the environment (such as soil) with uncontaminated material of the same character as existed prior to contamination. Within twenty (20) days after any such spill, leak or release, Lessor shall give Tenant a detailed written description of the event and of Lessor's investigation and remediation efforts to date. Within twenty (20) days after receipt, Lessor shall provide Tenant with a copy of any report or analytical results relating to any such spill, leak or release. In the event of a release of Hazardous Material in, on or under the Property by the Lessor Related Parties, Tenant shall be entitled to an abatement of Rent during any period of abatement.

12. Liens.

12.1. Creation of Liens. Tenant shall not suffer or permit any mechanics' lien or other lien to be filed against all or any portion of the Property because of work, labor, services, equipment or materials supplied or claimed to have been supplied to the Property at the request of Tenant. If any such lien is filed against all or any portion of the Property, Tenant shall give Lessor immediate notice of the filing and shall cause the lien to be discharged within ninety (90) days after receiving notice of such lien. If Tenant fails to discharge such lien within such period, or fails to contest such lien as provided in Section 12.2 below, in addition to any other right or remedy Lessor may have, after twenty (20) days prior written notice to Tenant, Lessor may, but shall not be obligated to, discharge the lien by paying to the claimant the amount claimed to be due or by procuring the discharge in any other manner permitted by law. Any amount paid by Lessor, together with all costs, fees and expenses in connection therewith, including without limitation Lessor's reasonable attorneys' fees, together with interest thereon, shall be repaid by Tenant to Lessor within thirty (30) days of Tenant's receipt of written demand from Lessor. Tenant shall indemnify and defend Lessor against all losses, costs, damages, expenses (including reasonable attorney's fees), liabilities, penalties, claims, demands and obligations, resulting from any such lien.

12.2. Contest of Liens. At any time, from time to time, during the Term, Tenant may, at Tenant's sole costs and expense, contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application of any liens, provided that (a) no Event of Default has occurred and is continuing, (b) such proceeding shall suspend the collection of or enforcement of such liens, (c) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Tenant is subject and shall not constitute a default thereunder beyond all applicable notice and cure periods, (d) no part of or interest in any Property will be in imminent danger of being sold, forfeited, terminated, canceled or lost, and (e) Tenant shall promptly upon final determination thereof pay the amount of such liens, together with all costs, interest and penalties. Lessor shall, if required by Tenant, at no cost and expense to Lessor, join in any proceeding necessary to contest a lien in accordance with the provisions of this Section 12.2.

12.3. No Leasehold Mortgages. Tenant shall not place any mortgage or other lien or encumbrance upon Tenant's leasehold interest in the Property or Tenant's interest in this Lease or on Tenant's leasehold interest in the Off-site Parking Area or Tenant's interest in the Off-site Parking Area Lease. In no event shall Lessor be required to consent to any encumbrance upon Tenant's leasehold interest in the Property or Tenant's interest in this Lease. If any such mortgage, lien or other encumbrance is filed against all or any portion of Lessor's fee interest in the Property or Tenant's interest in this Lease or against all or any portion of Tenant's leasehold interest in the Off-site Parking Area or Tenant's interest in the Off-site Parking Area Lease in violation of the provisions of this Section 12.3, Tenant shall cause the mortgage, lien or other encumbrance to be discharged within sixty (60) days of such mortgage, lien or other encumbrance being filed. If Tenant fails to discharge such mortgage, lien or other encumbrance within such sixty (60) day period, in addition to any other right or remedy Lessor may have, after thirty (30) days prior

written notice to Tenant, Lessor may, but shall not be obligated to, discharge the mortgage, lien or other encumbrance by paying to the claimant the amount claimed to be due or by procuring the discharge in any other manner permitted by law. Any amount paid by Lessor, together with all costs, fees and expenses in connection therewith, including without limitation Lessor's reasonable attorneys' fees, together with interest thereon, shall be repaid by Tenant to Lessor within twenty (20) days of Tenant's receipt of written demand from Lessor. Tenant shall indemnify and defend Lessor against all losses, costs, damages, expenses (including reasonable attorney's fees), liabilities, penalties, claims, demands and obligations, resulting from any such mortgage, lien or other encumbrance.

12.4. Lessor's Lien. In addition to any statutory lien Lessor has, Tenant hereby grants to Lessor a continuing security interest for all sums of money becoming due hereunder upon the inventory, exhibits, fixtures, equipment, accessions, furnishings, and such other tangible personal property of Tenant now or hereafter situated on or about the Property that has been acquired with bond funds disbursed to Lessor, and the proceeds therefrom (the "**Personal Property Collateral**"), and such property will not be removed from the Property without the consent of Lessor until all sums of money then due Lessor have been first paid and discharged. The provisions of this Section 12.4 constitute a security agreement under the Uniform Commercial Code of the State where the Property is located (the "**Code**") so that Lessor has and may enforce a security interest on all of the Personal Property Collateral. Consistent with the terms of the Code, Tenant authorizes Lessor to file a financing statement describing the above collateral. If a Default occurs under this Lease, Lessor will have, in addition to all other remedies of a secured party provided herein or by law, all rights and remedies under the Code, including, without limitation, the right to sell the Personal Property Collateral at public or private sale upon five (5) days' notice to Tenant. .

13. Assignment and Subletting. Tenant shall not assign any of Tenant's interest in this Lease and the Property to another governmental or non-profit entity for public purposes without obtaining Lessor's prior written consent in each and every instance, which consent may not be unreasonably withheld, conditioned or delayed by Lessor. The consent of Lessor to any assignment or sublease under this Paragraph shall be based upon the conditions and/or restrictions contained in Paragraph 5.1 of this Lease, the financial ability to make applicable lease payments, comply with the terms of the tax provisions of this Lease, and perform the obligations of Tenant under this Lease. The burden shall be upon Tenant or proposed assignee/sublessee to establish that the proposed assignee/sublessee has a commercially reasonable level of business experience and financial ability to make timely lease payments, comply with the tax provisions of this lease, and perform the obligations of Tenant under this Lease. Notwithstanding the above, Tenant shall not be required to obtain Lessor's consent for any assignment to an entity which is controlling, under common control with or controlled by Tenant, provided that such entity is a tax exempt entity and such transfer would not have an adverse effect on the tax exempt status of the Sales Tax Bonds. Subject to the terms of this Lease including, without limitation, Section 5, Tenant is permitted, with Lessor's consent, which shall not be unreasonably withheld, conditioned or delayed, to sublet or license a portion of the Improvements to (or enter into a concession agreement with) third parties for uses complementary to or consistent with Tenant's Permitted Use (such as to food vendors and gift

shop operators), but not otherwise, provided that any such transfer does not in any way jeopardize Tenant's tax-exempt status or otherwise have an adverse effect on the tax exempt status of the Sales Tax Bonds and is in compliance with the tax provisions of this Lease. Upon the assignment by Tenant of its interest in this Lease and the Property, such assignee shall assume in writing all of the obligations of Tenant under this Lease, but Tenant shall not be released from any of its obligations under this Lease.

14. Possession; Surrender.

14.1. Delivery of Property to Tenant. Lessor shall deliver physical possession of the Property to Tenant upon receipt by Lessor's contractor of a Certificate of Occupancy for the UPD Building, free and clear of any tenancy or occupancy by third parties and subject to all recorded matters, laws, ordinances, and governmental regulations and orders, no later than the date of June 1, 2015. Tenant shall accept physical possession of the Property upon Lessor's delivery of the same to Tenant. Except as provided for in this Lease, Tenant acknowledges that neither Lessor nor any agent of Lessor has made any representations or warranties, express or implied, whatsoever with respect to the condition of the Property, nor with respect to the fitness or suitability thereof for any particular use or purpose. Surrender of Property by Tenant. At the expiration of the Term or upon earlier termination of this Lease, Tenant shall surrender and deliver up the Property to Lessor, and ownership to all Improvements shall vest in Lessor, subject to the terms of Section 25 below.

15. Condemnation.

15.1. Definitions. As used in this Section 15, the following terms shall have the meanings set forth:

- (a) "Award" means compensation paid for the Taking, whether pursuant to judgment, by agreement or otherwise.
- (b) "Date of Taking" means the date of transfer of physical possession to the condemning authority.
- (c) "Partial Taking" means any Taking of the Property that is not a Total Taking or a Substantial Taking.
- (d) "Substantial Taking" means a Taking of such a significant portion of the fee title to the Property that cannot conduct its business on the Property.
- (e) "Taking" means the taking of or damaging, including severance damage of the Property and Improvements, by eminent domain, inverse condemnation or other public or quasi-public use. A Taking may be either a transfer resulting from the recording of a final order in condemnation of a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation in avoidance of an exercise of eminent domain, or while condemnation proceedings are pending.

(f) “Temporary Taking” means a Taking of any portion of the Property which commences during the term and expires prior to the expiration or earlier termination of the Term.

(g) “Total Taking” means the taking of fee title to all of the Property for a period which extends beyond the end of the Term (including any Extension Term).

15.2. Total Taking. Upon a Total Taking, this Lease shall terminate as of the Date of Taking. Any Award payable as a result of such Total Taking shall be paid as follows: (a) first, to Lessor based on the portion of the Award attributable to the value of Lessor’s fee interest in the Property as encumbered by this Lease and including any amount necessary to retire or defease the Sales Tax Bonds, and (c) second, any remaining sums, if any, to Tenant.

15.3. Substantial Taking. Upon a Substantial Taking, Tenant shall have the right to terminate this Lease. The right to terminate this Lease shall be exercised, if at all, not later than sixty (60) days following the Date of Taking. If this Lease is terminated following a substantial taking, any Award payable as a result of such Substantial Taking shall be paid as follows: (a) first, to Lessor based on the portion of the Award attributable to the value of Lessor’s fee interest in the Property as encumbered by this Lease and including any amount necessary to retire or defease the Sales Tax Bonds, and (c) second, any remaining sums, if any, to Tenant. Any award received by Lessor shall be applied toward payment of the debt obligations resulting from issuance of the Sales Tax Bonds.

15.4. Partial Taking. Upon a Partial Taking or a Substantial Taking, if this Lease is not terminated pursuant to Section 15.3 above, this Lease shall continue in effect except that the Fixed Rent shall be reduced in the same proportion that the debt obligations resulting from issuance of the Sales Tax Bonds have been reduced by the condemnation award payable to Lessor, resulting in a revised amortization schedule. If this Lease is not terminated as the result of a Taking, then (a) Tenant shall restore the Property as closely as possible to a condition which the Property existed in immediately prior to such Taking, and (b) the Award from such Taking shall be paid (i) first, to the costs of such restoration, and (ii) second, to Tenant and Lessor in the amount of loss suffered by each. If the cost of repairing or restoring the Improvements exceeds the Award allocated to Tenant, Tenant shall pay the deficiency.

15.5. Temporary Taking. In the event of a Temporary Taking, this Lease shall not be terminated, the Rent hereunder shall not be abated and any Award shall be paid to Tenant.

16. Tenant’s Defaults; Tenant’s Right to Cure and Lessor’s Remedies. Subject to the provisions of Paragraph 25, below, in the event Tenant defaults in payment, performance or observance of any of the covenants, obligations or conditions on its part to be paid, performed or observed under this Lease (a “**Default**”), Lessor shall, before exercising any right or remedy provided herein or by law, give Tenant written notice of such Default. If Tenant’s Default relates to the payment of Rent, for ten (10) days following the giving of such notice Tenant shall

have the right to cure the same, with interest thereon, as provided in Section 18 below. If Tenant's Default relates to a voluntary bankruptcy, an involuntary bankruptcy, an appointment of a receiver or trustee for Tenant's estate, a general assignment by Tenant for the benefit of Tenant's creditors, or similar proceeding of Tenant, for sixty (60) days after the filing of the bankruptcy, Tenant shall have the right to cure the same by causing the dismissal or stay of such proceeding. If the Default relates to any other matter (including, without limitation, failure to comply with the terms of the tax provisions of this Lease), Tenant shall have the right to cure the same for the thirty (30) day period following the giving of such notice (or if a cure cannot reasonably be effected within such thirty (30) day period, such longer period not to exceed sixty (60) days that may be reasonably required, provided that Tenant promptly commences and diligently continues to make all reasonable efforts to cure the Default). If at the expiration of the applicable cure period Tenant has not cured the Default, an "**Event of Default**" shall have occurred and Lessor may, so long as the Event of Default remains uncured, exercise any right or remedy available at law or in equity, including, but limited to, termination of this Lease in the event of a material Event of Default (such as, but not limited to, failure to pay Rent, failure to maintain the required insurance, or failure to maintain, repair, or restore the Improvements as required by this Lease). The rights and remedies available to Lessor shall not be mutually exclusive, but cumulative. If Lessor terminates this Lease because of a material Event of Default, the Building and all other Improvements on the Property shall become the property of Lessor.

17. Quiet Enjoyment. So long as Tenant performs all of Tenant's obligations hereunder, Tenant shall peacefully and quietly have, hold and enjoy the Property for the Term without interference from Lessor, or anyone claiming by, through or under Lessor, subject to all of the provisions of this Lease, and Lessor shall defend Tenant's possession of the Property against such persons.

18. Interest.

18.1. Any monetary obligation of this Lease which is not paid within ten (10) days after the date the same is due shall bear interest at the interest rate then in effect on the Sales Tax Bonds issued by Lessor to finance the Improvements, plus any other penalties incurred by Lessor arising from Lessor's default on payment of the Sales Tax Bonds, due to nonpayment by Tenant. This Paragraph shall not be construed as a limitation of liability incurred by Tenant in the event Tenant fails to timely tender lease payments as required under this Lease.

19. Lessor's Right of Access to Inspect Property. In the case of an emergency or if requested by governmental authorities, Lessor may enter the Property without notice at any time. Otherwise, Tenant shall permit Lessor to enter the Property and Improvements at reasonable times after not less than twenty-four (24) hours prior written notice (except in case of emergency) for the purpose of inspecting the Property or conducting any reasonable test or environmental audit of the Property or Tenant's operation or use of the Property and Improvements to determine Tenant's compliance with this Lease; provided, however, any such entrance shall not interfere with the rights of Tenant or any subtenants of the Improvements.

20. Estoppel Certificate. At any time within fifteen (15) business days after notice of request by either Lessor or Tenant, the other party shall execute, acknowledge and deliver to the requesting party, or any lender to or purchaser from such party, a statement certifying to such facts regarding this Lease as the proposed recipient reasonably requests including, without limitation, that this Lease is unmodified (or stating any modifications that are in existence) and in full force and effect, the amount of Rent and other charges and the dates through which the same have been paid, and that no default exists on the part of either Lessor or Tenant (or specifying the nature of any default which does exist) or any other statements as may be reasonably requested by a lender so long as such additional statements do not increase Lessor's or Tenant's obligations or liabilities under this Lease. The statement may be relied upon by any auditor for, creditor of, or purchaser from the requesting party.

21. No Waiver. No failure by any party to insist on the strict performance of any covenant, duty or condition of this Lease or to exercise any right or remedy consequent on a breach of this Lease shall constitute a waiver of any such breach or of such or any other covenant, duty or condition.

22. Notices. Any notice required or permitted hereunder to be given or transmitted between Lessor and Tenant shall be in writing and either personally delivered or mailed postage prepaid by certified mail or registered mail, or sent by a nationally-recognized commercial overnight courier, addressed as follows:

To Lessor: Riverton City  
Attention: City Manager  
12830 S. 1700 W., Riverton, Utah 84065

With a Copy to: Riverton City  
Attention: City Attorney  
12830 S. 1700 W., Riverton, Utah 84065

To Tenant: Salt Lake Valley Law Enforcement Service Area  
Attention: District Administrator  
3365 S. 900 W., Salt Lake City, UT 84119

Either party may, by notice to the other given as prescribed in this Section, change said address for any future notices which are mailed under this Lease. In the event there is or comes to be more than one party which constitutes Lessor hereunder, any notice or payment required or permitted hereunder to be given or made by Tenant shall be effective as to each such party constituting Lessor if given or made to any one of them. Any notice which is mailed under this Lease shall be effective upon its delivery.

23. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either party, said party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, unusual and unjustified delay caused by failure of a governmental agency to issue a building or occupancy permit despite diligent pursuit thereof, shortages of labor or materials because of priority or

similar regulations or order of any governmental or regulatory body, war or any other causes of any kind which are beyond the reasonable control of said party (“**Force Majeure**”). Lack of funds or inability to obtain financing shall not be an event of Force Majeure.

24. Tenant’s Representations and Warranties. Tenant represents and warrants to Lessor as follows:

24.1. Tenant has not entered into any contracts with any brokers or finders, or in any way obligated itself to pay any real estate commission or finder’s fee, on account of this Lease or the transaction contemplated hereby. Based on the above, Tenant hereby agrees to indemnify, defend (with counsel acceptable to Lessor) and hold harmless Lessor and the Lessor Related Parties from and against any and all liabilities, claims, demands, damages, penalties, expenses (including, without limitation, reasonable costs and attorneys’ fees including reasonable costs and attorneys’ fees on any appeal), judgments, proceedings and causes of action imposed upon, incurred by, or asserted against Lessor or any of the Lessor Related Parties which arise out of, or are alleged to have arisen out of, any claim for any real estate commission or finder’s fee associated with this Lease or the transaction contemplated hereby in breach of the above warranty and representation.

24.2. Tenant is duly organized and validly existing under the laws of the State of Utah. The person executing this Lease on behalf of Tenant has the full right and authority to bind Tenant, without the consent, joinder or approval of any other person or entity, including, without limitation, any mortgagee(s). Tenant has full power, capacity, authority and legal right to execute and deliver this Lease and to perform its obligations under this Lease. This Lease is a legal, valid and binding obligation of Tenant, enforceable in accordance with its terms.

24.3. Tenant is not a party to any agreement or litigation which could adversely affect the ability of Tenant to perform its obligations under this Lease or which would constitute a Default on the part of Tenant under this Lease, or otherwise materially adversely affect Lessor’s rights or entitlements under this Lease.

24.4. Tenant has not (1) made a general assignment for the benefit of creditors, (2) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by any creditors, (3) suffered the appointment of a receiver to take possession of all or substantially all of its assets, (4) suffered the attachment or other judicial seizure of all or substantially all of its assets, (5) admitted in writing its inability to pay its debts as they come due, or (6) made an offer of settlement, extension or composition to its creditors generally.

25. Nonappropriation. The parties acknowledge that funds for performance of Tenant’s obligations under this Lease for periods other than the current fiscal year of Tenant have not been appropriated and are not currently available. In the event sufficient Tenant funds shall not be budgeted and appropriated by the Board of Trustees of Tenant for a future fiscal year, in a final budget adopted by Tenant for the payment of the Rent due hereunder, then an Event of Nonappropriation shall be deemed to have occurred as of the first day of such fiscal year and the Tenant shall not be obligated to make payment of the Rent beyond the last day of the fiscal year

preceding such Event of Nonappropriation. Upon an Event of Nonappropriation, the Tenant shall immediately quit and vacate the Property and this Lease shall terminate and Tenant's obligation to pay Rent hereunder shall terminate. Termination of this Lease as a result of an Event of Default shall not be considered a material Event of Default hereunder.

26. Tenant's Purchase Option. At the expiration of the Term and following full performance of its obligations under this Lease, including, without limitation, the payment of all Rent payable hereunder, the parties acknowledge that Tenant will have fully compensated Lessor for the costs associated with constructing the Improvements including any associated financing costs incurred by Lessor through the issuance of Sales Tax Bonds a portion of the proceeds of which financed the construction of the Improvements. At the expiration of the Term, Tenant shall have the option to purchase the Property from Lessor (the "**Purchase Option**"). Tenant may elect to exercise the Purchase Option by giving Lessor written notice of such exercise, in which case Lessor shall transfer the Property to Tenant by use of a Special Warranty Deed, free and clear of liens or other encumbrances, other than those (a) existing at the Commencement Date of this Lease, or (b) resulting from the acts or omissions of Tenant. The Special Warranty Deed shall contain a provision in favor of the Lessor that provides in the event the Property is no longer used for public purposes that the property shall revert to the ownership of Lessor. In any such event, Tenant shall be responsible for any and all closing and escrow costs, recording costs, and premiums for any title insurance. Lessor and Tenant agree that the Property shall be conveyed to Tenant for no additional consideration payable to Lessor, the parties having given full effect to the value of direct and indirect benefits (whether financial or non-financial) Lessor and its residents have and are expected to receive from Tenant's operation and staffing of the UPD Building by law enforcement officers and associated staff available for the protection of Lessor's municipal offices, officers, employees and invitees during the Term and thereafter and payment by the Tenant of the full cost of construction of the Improvements.

27. Interpretation. This Lease shall be interpreted and construed as an absolute net lease. The captions to the Sections of this Lease are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. Lessor and Tenant have negotiated this Lease, have had an opportunity to be advised by legal counsel respecting the provisions contained herein and have had the right to approve each and every provision hereof. Therefore, this Lease shall not be construed against either Lessor or Tenant as a result of the preparation of this Lease by or on behalf of either party.

28. Severability. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

29. Survival. All obligations (together with interest on monetary obligations) accruing before expiration of the Term shall survive the expiration or other termination of this Lease.

30. No Merger. There shall be no merger of this Lease or the leasehold estate created by this Lease with any other estate or interest in the Property by reason of the fact that the same person or entity may acquire, hold or own directly or indirectly, (i) this Lease, the leasehold interest created by this Lease or any interest therein and (ii) any such other estate or interest in the Property, or any portion thereof. No merger shall occur unless and until all persons and entities having an interest (including a security interest) in (a) this Lease or the leasehold estate created thereby and (b) any such other estate or interest in the Property, or any portion thereof, shall join in a written instrument expressly effecting such merger and duly record the same.

31. Relationship of the Parties; No Third Party Beneficiary. This Lease does not create the relationship of principal and agent, partnership, joint venture, association or any other relationship between Lessor and Tenant, other than that of Lessor and tenant. The obligations of Lessor and Tenant set forth in this Lease shall not create any rights in or obligations to any persons or parties other than to Lessor and Tenant and their successors and permitted assigns.

32. Miscellaneous. This Lease supersedes any and all prior negotiations, agreements or understandings between Lessor and Tenant related to the subject matter hereof, including the terms of the MOU dealing with this Lease. None of the provisions of this Lease may be altered or modified except through an instrument in writing signed by both parties. This Lease shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its principles of conflict of laws. Lessor and Tenant shall execute and deliver all documents, provide all information and take or forebear from all such action as may be reasonably necessary or appropriate to achieve the purposes of this Lease. This Lease shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Lease and the other agreements, instruments, or documents attached hereto, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. This Lease may be executed in counterparts, all of which taken together shall constitute one Lease binding on the parties. Any claim or lawsuit arising out of this Lease shall be brought in the Third District Court of the State of Utah, or if the Third District Court lacks jurisdiction, then suit shall be brought in the U.S. District Court for the State of Utah located in Salt Lake County, Utah if that court has jurisdiction. . The exhibits to this Lease are incorporated into this Lease by this reference.

33. Recording. Tenant or Lessor may record a memorandum of this Lease in the form attached hereto as Exhibit "E." Lessor, at its option and at any time, may file this Lease for record with the Recorder of the County in which the Property is located.

*[SIGNATURE PAGE IMMEDIATELY FOLLOWS]*

IN WITNESS WHEREOF, Lessor and Tenant have executed this Lease as of the date first written above.

**LESSOR:**

RIVERTON CITY, a body corporate and politic of the State of Utah

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Recorder

**TENANT:**

SALT LAKE VALLEY LAW ENFORCEMENT SERVICE AREA, a body corporate and politic of the State of Utah

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk

EXHIBIT "A"

TO

LEASE

Legal Description of the Property

EXHIBIT "B"

TO

LEASE

Description of Plans and Specifications for the Core Improvements

(Attached)

EXHIBIT "C"

TO

LEASE

Schedule of Fixed Rent

(Attached)

EXHIBIT "D"

TO

LEASE

Disbursement Agreement

(Attached)

EXHIBIT "E"

TO

LEASE

WHEN RECORDED, MAIL TO:

Riverton City Recorder's Office  
12830 South 1700 West  
Riverton, Utah 84065

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE (the "Memorandum") is made and entered into as of \_\_\_\_\_, 2013, by and between RIVERTON CITY, a body corporate and politic of the State of Utah ("Lessor"), and SALT LAKE VALLEY LAW ENFORCEMENT SERVICE AREA, a body corporate and politic of the State of Utah ("Tenant").

WITNESSETH:

WHEREAS, the parties hereto have mutually executed and delivered that certain Ground Lease Agreement dated \_\_\_\_\_, 2013 (the "Lease"), which is incorporated herein by reference; and

WHEREAS, it is the desire of the parties to execute, deliver and record this Memorandum for the purpose of evidencing of record the existence of the Lease.

NOW, THEREFORE, the parties mutually consent and agree as follows:

1. Lessor has leased unto Tenant, upon the terms and conditions set forth in the Lease, the tract of land located within the boundaries described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

2. The term of the Lease commenced on \_\_\_\_\_, 2013 and shall expire on \_\_\_\_\_, 20\_\_\_\_.

3. Under the terms of the Lease, Lessor has the obligation to construction a new UPD Building facility and related improvements on the Property (and on certain adjacent land, as described in Section 4 below), and Tenant has the option to acquire the Property at the expiration of the Term of the Lease.

4. This Memorandum shall not amend or modify the Lease in any manner whatsoever. All rights, duties and responsibilities of the parties with relation to the subject matter thereof shall be controlled by the Lease and shall be unaffected hereby. This Memorandum may be executed in counterparts.

IN WITNESS WHEREOF, Lessor and Tenant have executed this Memorandum of Lease as of the date first written above.

**LESSOR:**

RIVERTON CITY, a body corporate and politic of the State of Utah

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Recorder

**TENANT:**

SALT LAKE VALLEY LAW  
ENFORCEMENT SERVICE AREA, a body corporate and politic of the State of Utah

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk



**Board Meeting Date: August 23, 2013**

**Agenda Item # SLVLESA 6**

**Final repayment schedule for the Riverton Precinct and update on Lease to Purchase Agreement**

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**Request**

Adopt a motion accepting the final repayment schedule for the Riverton Police Precinct

**Background**

On June 20, 2013, the SLVLESA Board adopted a resolution authorizing the Chair to enter into a Lease Purchase Agreement with Riverton City for a Riverton Precinct facility. A sample repayment schedule was presented to the Board based on then-available market data.

In the resolution, the Board delegated authority to staff to continue with the project and financing plan as long as the repayment schedule was similar to the schedule presented to the Board at the June 20 meeting.

On July 8, staff sent an email to all Board members informing the Board that SLVLESA's financial advisor, Johnathan Ward, informed staff that rates in the market were increasing and the impact of the increase would be an approximate 10-12% increase in repayments over the annual amounts initially anticipated.

On July 29, staff sent a follow up email to the Board. Staff informed the Board that market prices again edged up and shared with the Board a capitalized interest option that the Board could consider as a means to hold down initial years' repayment costs. However, staff suggested that while capitalized interest was an option, Mr. Ward nor any other staff members, favored the capitalized interest proposal as in the long term best interest of SLVLESA financially.

Board members did not contact staff with any concerns based on the July 8 or July 29 communications. Bonds were sold on July 30 and the attached repayment schedule will now replace Attachment C to the Agreement with Riverton City.

The Riverton City Council adopted the Agreement on August 20, 2013.

##

# Riverton City, Utah

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\$18,500,000 Franchise and Sales Tax Revenue Bonds  
(\$1,870,000 Salt Lake Valley Law Enforcement Service Area Portion)  
Series 2013

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## Riverton City, Utah

\$18,500,000 Franchise and Sales Tax Revenue Bonds  
 (\$1,870,000 Salt Lake Valley Law Enforcement Service Area Portion)  
 Series 2013

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/14/2013	-	-	-	-	-
06/01/2014	-	-	67,943.26	67,943.26	-
12/01/2014	-	-	42,612.50	42,612.50	110,555.76
06/01/2015	-	-	42,612.50	42,612.50	-
12/01/2015	-	-	42,612.50	42,612.50	85,225.00
06/01/2016	-	-	42,612.50	42,612.50	-
12/01/2016	-	-	42,612.50	42,612.50	85,225.00
06/01/2017	-	-	42,612.50	42,612.50	-
12/01/2017	-	-	42,612.50	42,612.50	85,225.00
06/01/2018	-	-	42,612.50	42,612.50	-
12/01/2018	60,000.00	3.000%	42,612.50	102,612.50	145,225.00
06/01/2019	-	-	41,712.50	41,712.50	-
12/01/2019	65,000.00	2.000%	41,712.50	106,712.50	148,425.00
06/01/2020	-	-	41,062.50	41,062.50	-
12/01/2020	65,000.00	5.000%	41,062.50	106,062.50	147,125.00
06/01/2021	-	-	39,437.50	39,437.50	-
12/01/2021	70,000.00	5.000%	39,437.50	109,437.50	148,875.00
06/01/2022	-	-	37,687.50	37,687.50	-
12/01/2022	70,000.00	3.250%	37,687.50	107,687.50	145,375.00
06/01/2023	-	-	36,550.00	36,550.00	-
12/01/2023	75,000.00	5.000%	36,550.00	111,550.00	148,100.00
06/01/2024	-	-	34,675.00	34,675.00	-
12/01/2024	80,000.00	5.000%	34,675.00	114,675.00	149,350.00
06/01/2025	-	-	32,675.00	32,675.00	-
12/01/2025	80,000.00	3.625%	32,675.00	112,675.00	145,350.00
06/01/2026	-	-	31,225.00	31,225.00	-
12/01/2026	85,000.00	3.750%	31,225.00	116,225.00	147,450.00
06/01/2027	-	-	29,631.25	29,631.25	-
12/01/2027	90,000.00	4.000%	29,631.25	119,631.25	149,262.50
06/01/2028	-	-	27,831.25	27,831.25	-
12/01/2028	90,000.00	4.125%	27,831.25	117,831.25	145,662.50
06/01/2029	-	-	25,975.00	25,975.00	-
12/01/2029	95,000.00	4.250%	25,975.00	120,975.00	146,950.00
06/01/2030	-	-	23,956.25	23,956.25	-
12/01/2030	100,000.00	4.375%	23,956.25	123,956.25	147,912.50
06/01/2031	-	-	21,768.75	21,768.75	-
12/01/2031	105,000.00	5.000%	21,768.75	126,768.75	148,537.50
06/01/2032	-	-	19,143.75	19,143.75	-
12/01/2032	110,000.00	5.000%	19,143.75	129,143.75	148,287.50
06/01/2033	-	-	16,393.75	16,393.75	-
12/01/2033	115,000.00	5.000%	16,393.75	131,393.75	147,787.50
06/01/2034	-	-	13,518.75	13,518.75	-
12/01/2034	120,000.00	5.250%	13,518.75	133,518.75	147,037.50
06/01/2035	-	-	10,368.75	10,368.75	-
12/01/2035	125,000.00	5.250%	10,368.75	135,368.75	145,737.50
06/01/2036	-	-	7,087.50	7,087.50	-
12/01/2036	130,000.00	5.250%	7,087.50	137,087.50	144,175.00
06/01/2037	-	-	3,675.00	3,675.00	-
12/01/2037	140,000.00	5.250%	3,675.00	143,675.00	147,350.00
<b>Total</b>	<b>\$1,870,000.00</b>	<b>-</b>	<b>\$1,440,205.76</b>	<b>\$3,310,205.76</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$30,315.81
Average Life	16.212 Years
Average Coupon	4.7506762%
Net Interest Cost (NIC)	4.5782501%
True Interest Cost (TIC)	4.4486017%
Bond Yield for Arbitrage Purposes	4.6743388%
All Inclusive Cost (AIC)	4.5327070%

### IRS Form 8038

Net Interest Cost	4.4328598%
Weighted Average Maturity	16.139 Years

2013 STRB | SLVLESA Portion | 7/31/2013 | 3:33 PM

# Riverton City, Utah

\$18,500,000 Franchise and Sales Tax Revenue Bonds  
(\$1,870,000 Salt Lake Valley Law Enforcement Service Area Portion)  
Series 2013

## Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		Dollar Price
12/01/2018	Serial Coupon	3.000%	1.860%	60,000.00	105.723%		63,433.80
12/01/2019	Serial Coupon	2.000%	2.210%	65,000.00	98.770%		64,200.50
12/01/2020	Serial Coupon	5.000%	2.610%	65,000.00	115.782%		75,258.30
12/01/2021	Serial Coupon	5.000%	2.960%	70,000.00	114.906%		80,434.20
12/01/2022	Serial Coupon	3.250%	3.240%	70,000.00	100.076%		70,053.20
12/01/2023	Serial Coupon	5.000%	3.420%	75,000.00	113.054%	c	84,790.50
12/01/2024	Serial Coupon	5.000%	3.600%	80,000.00	111.467%	c	89,173.60
12/01/2025	Serial Coupon	3.625%	3.800%	80,000.00	98.289%		78,631.20
12/01/2026	Serial Coupon	3.750%	4.000%	85,000.00	97.436%		82,820.60
12/01/2027	Serial Coupon	4.000%	4.160%	90,000.00	98.283%		88,454.70
12/01/2028	Serial Coupon	4.125%	4.300%	90,000.00	98.047%		88,242.30
12/01/2029	Serial Coupon	4.250%	4.420%	95,000.00	98.034%		93,132.30
12/01/2030	Serial Coupon	4.375%	4.530%	100,000.00	98.149%		98,149.00
12/01/2033	Term 1 Coupon	5.000%	4.670%	330,000.00	102.563%	c	338,457.90
12/01/2034	Serial Coupon	5.250%	4.700%	120,000.00	104.271%	c	125,125.20
12/01/2036	Term 2 Coupon	5.250%	4.750%	255,000.00	103.873%	c	264,876.15
12/01/2037	Term 3 Coupon	5.250%	4.840%	140,000.00	103.161%	c	144,425.40
<b>Total</b>	-	-	-	<b>\$1,870,000.00</b>	-	-	<b>\$1,929,658.85</b>

## Bid Information

Par Amount of Bonds	\$1,870,000.00
Reoffering Premium or (Discount)	59,658.85
Gross Production	\$1,929,658.85
Total Underwriter's Discount (0.395%)	\$(7,386.50)
Bid (102.795%)	1,922,272.35
Total Purchase Price	\$1,922,272.35
Bond Year Dollars	\$30,315.81
Average Life	16.212 Years
Average Coupon	4.7506762%
Net Interest Cost (NIC)	4.5782501%
True Interest Cost (TIC)	4.4486017%

## Riverton City, Utah

\$18,500,000 Franchise and Sales Tax Revenue Bonds  
(\$1,870,000 Salt Lake Valley Law Enforcement Service Area Portion)  
Series 2013

### Sources & Uses

Dated 08/14/2013 | Delivered 08/14/2013

#### Sources Of Funds

Par Amount of Bonds	\$1,870,000.00
Reoffering Premium	59,658.85

**Total Sources** **\$1,929,658.85**

#### Uses Of Funds

Deposit to Project Construction Fund	1,900,000.00
Costs of Issuance	17,871.14
Total Underwriter's Discount (0.395%)	7,386.50
Rounding Amount	4,401.21

**Total Uses** **\$1,929,658.85**



## Issue Paper

Item No. 8.1

<b>Presenter/Submitted By:</b>	Sheril Garn, Parks & Recreation Director	
<b>Subject:</b> Discussion concerning installation of "Rules and Regulations" signage at the Riverton Cemetery	<b>Meeting Date:</b> October 1, 2013	
	<b>Fiscal Impact:</b> N/A	
	<b>Funding Source:</b> N/A	
<b>Background:</b>  In a continuing effort to improve the aesthetic look of the Riverton Cemetery, especially during the mowing season, Staff finds it necessary to install informational signage at the cemetery. Attached is a draft copy of the information sign that will be installed at the cemetery with your approval. All of the information was adopted by ordinance with the exception of the recommended removal dates during the mowing season.		
<b>Recommendation:</b>  Council discussion on the signage to be installed at the Riverton Cemetery.		
<b>Recommended Motion:</b>  N/A		



## Riverton Cemetery Rules and Regulations

### **Decorations:**

- April 1st through October 1st grave decorations will be removed during the mowing season for general maintenance. All grave decorations or arrangements, real or artificial, shall be allowed until such time as they become faded, worn, weathered, or otherwise unsightly after which they will be removed and disposed of by cemetery personnel. Holiday Decorations will be removed as weather permits
- Glass, porcelain or other breakable containers are not allowed. Placement of decorations shall be limited to locations on head stones or in places which do not interfere with lawn mowing maintenance operations of Riverton City.

### **Vases:**

- All permanent vases must be placed in the monument or base and must be recessed to ground level when not in use. Because of the potential for theft and /or vandalism, the installation of removable vases is discouraged.

### **City's Right to Remove Non-Conforming Objects:**

- The City has the right to remove such and decorations of any kind. Additionally, the City may remove any unauthorized plantings that do not conform to the rules and regulations of the Cemetery.

### **Private Improvements Prohibited:**

- It shall be unlawful for any person to erect or maintain any structure, fence, corner post, coping, or hedge of any kind upon any lot, street or driveway in the cemetery.

### **Planting:**

- It shall be unlawful for any person to plant shrubs, trees, lawns, flowers, etc., place decorative stones, monuments or markers, benches, or other permanent items or structures upon any lot in the cemetery without approval and direction from the City.

### **Damage/Theft:**

- The City shall not be responsible or liable for flowers, grave decorations, or other personal property left on the headstone, on the burial lot or anywhere in the cemetery

### **Headstones/Grave Markers/Monuments:**

- Raised headstones are allowed in the cemetery. No benches are allowed. The owners or relatives of a deceased person interred in the cemetery are required to erect and maintain, in a manner satisfactory to the City, and at the expense of the plot owner or relatives of the deceased, only.

**LICENSE AGREEMENT**  
**(High Bridge Commons)**

THIS LICENSE AGREEMENT, (the "Agreement") dated effective the \_\_day of October, 2013 is by and between Riverton City, a Utah municipal corporation, (hereinafter referred to as "Licensor") and the Riverton Historical Society a Utah nonprofit entity (hereinafter referred to as "Licensee").

WITNESSETH

WHEREAS, Licensee desires to use several property items of historical value which belong to Licensor described in Exhibit "A" attached hereto, and hereinafter called (the "Property") for various activities as described below; and

WHEREAS, Licensor is willing to permit Licensee the use of the Property subject to the terms and conditions of this Agreement.

WHEREAS, Licensor and Licensee agree that the use of the Property during the term of the License will continue to be for the benefit of the public, and the property will remain subject to the laws, rules and regulations which apply to Licensor's property or are adopted by Licensor.

WHEREAS, Licensee is aware that the Property's historic characteristics could mean that any property item could contain materials and substances associated with the history of any particular item, including (without limitation) toxic metals or other substances.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, Licensor and Licensee agree as follows:

1. Grant of Right of Possession. Licensor hereby grants to Licensee the right to use the Property owned by Licensor. Such right of use is granted only during the time periods listed in this Agreement as set forth in Section 2 below, and only for the purposes set forth in Section 3 below.
  
2. Term. The term of this License shall be for a period \_\_\_\_\_ year(s) commencing on the date written above and extending through \_\_\_\_\_ (the "Term"). Except as provided in Section 3 below, Licensor may terminate this License for any reason or no reason by providing Licensee 30 day's advance written notice. This License may be renewed by the execution of both the Licensee and Licensor after the initial term with a letter of agreement confirming both parties' desire for a successive \_\_\_\_\_ year period (Renewal Period). Each Renewal Period will follow upon the same terms and conditions as set forth in this License.

3. Allowed Uses/Restrictions

Use of Property:

- a) Licensee shall use the Property preservation, documentation and display to the public ("Permitted Use"). This Agreement does not permit any other uses or the construction of any associated facilities to enable the Permitted Use of the Property. Separate approvals will be required under Riverton City development codes to construct any associated facilities, if so required.
- b) The Licensee shall bear all costs associated with the Permitted Use.
- c) The grant to Licensee under Paragraph 1 herein shall extend to Licensee's employees, agents, independent contractors, subcontractors, volunteers, invitees, and suppliers.

Maintenance and Development of Property:

- i. Licensee shall ensure Licensor or its contractors acting on behalf of Licensor has access to the Property during normal business hours. If any portion of the Property is secured by a gate and/or fencing, all locks to access points shall be allow access to both the Licensor and Licensee.
- ii. Licensee shall ensure the entire Property is kept safe and will not be stored in any way which hastens waste of the Property. The Property shall not be used in any manner or form inconsistent with the Permitted Use of the Property stated herein.

4. Default. Licensee shall be in default hereunder for a material violation of any term or condition under this Agreement. If Licensee is in default or if this License is terminated as provided in Section 3 above, it shall be lawful for Licensor, after giving notice to Licensee of the default and a reasonable time to cure, to declare the Term ended, to enter the any location where the Property is stored, either with or without legal process, and to remove the Property from Licensee's possession, using such force as may be necessary, without being liable for prosecution, or for damages, and to repossess the Property free and clear of any right of Licensee. If, at any time, this License is terminated under this paragraph, Licensee agrees to peacefully surrender the Property to Licensor immediately upon termination.
5. Insurance. Licensee is a self-insured entity and shall be responsible for payment of claims of damages due to bodily injury, including death, or property damage which may arise of out of and during the use and occupancy of the Property under this License.
6. Cost. Licensee shall timely pay all fees, and other charges and expenses in any manner associated with this Agreement. If Licensee makes Improvements to the Property, such improvement shall be borne solely by Licensee.
7. Security. Licensee shall provide all security necessary pursuant to this License, to reasonably protect the Property.

8. Partnership or Joint Venture. Nothing in this Agreement shall be interpreted or construed as a partnership or joint venture between Licensor and Licensee concerning Licensee's operations on the Property.
9. Licensee to Indemnify. Licensee covenants and agrees to at all times protect, indemnify, hold harmless, release, and defend the Licensor, its directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all claims arising from, alleged to arise from, or related to any Injury allegedly or actually occurring, imposed as a result of, arising from, or related to this License.
  - a) The Licensee's duty to protect, indemnify, hold harmless, and defend hereunder shall apply to any and all Claims and Injury, including, but not limited to:
    - i. Claims asserted by any person or entity, including, but not limited to, employees of the Licensee or its contractors, subcontractors, or their employees;
    - ii. Claims arising from, or alleged to be arising in any way from, the existence at or near the Property of (1) asbestos or asbestos containing materials; (2) any Hazardous Materials, regardless of origin; or
    - iii. Claims arising from, or alleged to be arising in any way from, the acts or omissions of the Licensee, its invitees, employees, licensees, agents, contractors, invitees and other persons.
10. Covenant Not to Sue. Licensee, for itself and its representatives, successors, and assigns, does hereby covenant and agree not to sue or bring any action (whether legal or not) against Licensor for injuries sustained to Licensee's person and property or the person and property of Licensee's employees, agents, independent contractors, subcontractors, invitees, suppliers, representatives, customers or members of the public due to or in anywise growing out of or connected directly or indirectly with Licensee's stated and associated activities and presence in and about the Property except due to Licensor's gross negligence or willful misconduct
11. Licensee's Sole Risk and Expense. Licensee agrees that use of the Property by the Licensee hereunder, or its employees, licensees, agents, contractors, subcontractors, invitees, suppliers and other persons and members of the public, shall be at the sole risk and expense of Licensee.
12. Services. The Property, including any improvements thereto, is accepted by Licensee in "as is" condition.
13. Assignment. Licensee shall not assign, sell, delegate, subcontract or otherwise transfer or encumber in any manner whatsoever, all or any portion of the rights, duties or obligations under this Agreement. Any such transfer or encumbrance shall be null and void and shall permit Licensor to terminate this Agreement immediately without written notice.
14. Licensor's Reserved Rights. Licensor reserves the right, at any time and from time to time, to make such use of the Property as it may desire, at its sole discretion and for any purpose. Licensor will use its best efforts not to materially interfere with the Permitted Use. However, Licensor shall not in any event be liable for inconvenience, annoyance,

- disturbance or other damage to Licensee, or the Permitted Use, by reason of the exercise of the foregoing rights or any other rights of Licensor to enter into or use the Property, and the obligations of Licensee under this License shall not be affected in any manner.
15. Encumbrances. Licensee shall keep the Property free and clear of any and all liens and encumbrances arising or which might arise, for any reason, out of Licensee's occupancy and use of the Property by anyone in connection with the Permitted Use.
  16. Entire Agreement. This Agreement and Exhibit attached hereto and by this reference incorporated herein, constitute the full and complete understanding of the parties regarding the subject matter hereof. This Agreement shall supersede and replace all prior or contemporaneous oral or written agreements, correspondence or understandings. Any modification or amendment of this Agreement must be made in writing and executed by both parties hereto.
  17. Amendment. This Agreement may be amended only by a written amendment signed by both parties.
  18. Licensed Interest Only. This License does not convey an interest in real property.
  19. Non-Transferable Right. This License shall not pass with title to Licensee's personal property or improvements and shall not run with the property.
  20. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state of Utah.
  21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
  22. Binding Effect. All the terms, conditions and covenants of this Agreement shall be binding and shall inure to the benefit of the successors and assigns of the parties hereto.

**END OF AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the effective date hereinabove written:

RIVERTON CITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

RIVERTON HISTORICAL SOCIETY

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT "A"

the "Property"

EXHIBIT"B"

"Soil and Vegetation Management Plan"

EXHIBIT "C"  
the "Existing Agreements"