

Farmington City
160 North Main St
Farmington, Ut 84025
08-076-0115 (part)
6-057866

RECIPROCAL USE AGREEMENT

THIS RECIPROCAL USE AGREEMENT (the "Agreement") is made and entered into as of the 17 day of December, 2013, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **UTAH SCHOOL DEVELOPMENT FC, LLC**, a Utah limited liability company, hereinafter referred to as "USD".

RECITALS

- A.** The City owns property that it plans to develop into a public park (the "Park Property").
- B.** USD has acquired property from the City which (the "School Property") adjacent to the Park Property on which it will develop a facility that will be operated by a tenant of USD as a public charter school (the "School") under the laws of the State of Utah.
- C.** USD's plans for development of the School Property include a play field with a soccer field and a parking lot, both of which will be adjacent to the Park Property.
- D.** USD desires to develop a portion of the City's Park Property adjacent to the School Property, to obtain use of the Park Property for School purposes, and to provide for City use of a portion of the School Property subject to the provisions specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated as a part of this Agreement.
2. Development of Park Property Facilities. USD agrees to construct on the Park Property a parking lot and two (2) soccer fields (collectively the "Park Property Facilities"), as more particularly depicted on the site plan for USD's development as approved by the City. Construction of the Park Property Facilities is conditioned on approval of plans and issuance of necessary construction permits in accordance with the City's standard administrative procedures. The City shall have the right to oversee and inspect the construction of the Park Property Facilities to ensure that it is completed in strict accordance with the approved plans. Park property Facilities shall only include those items identified in this paragraph and shall not include other park Facilities on property owned by the City and not a part of this Agreement.
3. Extension of Secondary Water. The City hereby agrees to work in good faith to extend secondary water lines to the boundary of the Park Property to facilitate the installation of irrigation systems by USD in connection with construction of the Park Property Facilities. All costs associated with the extension of the secondary water lines to the Park Property boundary shall be borne by the City. Such work shall be completed, if practicable, not later than April 15, 2015.

4. Development of School Property Facilities. USD agrees to construct on the School Property a parking lot and a soccer field (the "School Property Facilities"), as more particularly depicted on the site plan for USD's development as approved by the City. Construction of the School Property Facilities is conditioned on approval of plans and issuance of necessary construction permits in accordance with the City's standard administrative procedures.

5. Use; Priority of Use. The parties hereby agree to a priority of use of the Park Property Facilities and the School Property Facilities as follows:

a. USD's tenant or assign will have priority use of the Park Property Facilities during normal school hours when school is in session.

b. The City will have priority to schedule recreational activities and practices at the Park Property Facilities outside normal school hours when school is in session.

c. During hours that school is not normally in session, when the Park Property Facilities are not being used for recreational activities or practices, USD's tenant or assign may schedule the Park Property Facilities for School-related purposes, if not competing with other City recreation programs.

d. The City will have the right to schedule other City-approved events at the Park Property Facilities whenever they are not being used for School-related purposes.

e. When the Park Property Facilities are not being used for School-related purposes or City-scheduled events, the Park Property Facilities will be open to the general public during hours established by the City.

f. The City will have the right to schedule City-approved events at the School Property Facilities outside School hours when the facilities are not being used for School related purposes.

g. The public may park in the parking lot located on the School Property Facilities outside School hours.

6. Scheduling. USD agrees that, by not later than July 31st of each year, USD's tenant or assign will provide the City with information regarding the days and hours of normal School operations for the upcoming School year. The City shall, within thirty (30) days of receipt of the schedule from the School, provide a list of its expected and intended use of the Park Property Facilities and the School Property Facilities. The parties shall then meet to determine the manner in which any conflicts in scheduling will be resolved. The parties hereby agree to work in good faith to accommodate the needs and schedule of each party, subject to the priority of use provisions, above.

7. Maintenance of Improvements. Upon completion of the improvements and facilities specified herein, each party shall be responsible for the maintenance of all facilities located on their respective property, including but not limited watering, mowing, plowing, general upkeep, and repairs due to ordinary wear and tear. However, USD or its tenant or assign shall be responsible for

plowing the parking lot located on the Park Property Facilities on days in which school is in session. Each party shall bear all costs associated with its own responsibilities.

8. Damage to Facilities. Any costs for damage done to the Park Property Facilities during the use by USD or its tenant or assign shall be paid for by USD or its tenant or assign. Likewise, any costs for damage done to the School Property Facilities by City participants shall be paid for by the City. In either event, normal wear and tear from use shall not be considered damage.

9. Operation of Facilities. It is the responsibility of each party to keep the other party's facilities in a high degree of cleanliness and repair at all times following any organized event. USD's tenant or assign shall be responsible for providing staffing supervision and security during School use of the Park Property Facilities. The City and its authorized users of the School Property Facilities are solely responsible for providing staffing, supervision, and security as deemed necessary by City personnel.

10. Insurance. Each Party will obtain general liability insurance adequate to protect both the City and the School for use of the parties' respective property.

11. Liability and Indemnification. The City and USD agree to indemnify and hold harmless the other party from any and all claims for injury or property damage that arise out of the actions, omissions, or negligence of that party or their employees, agents, contractors, or officers as a result of this Agreement. Both parties also agree to indemnify and hold harmless the other for claims or injuries, including attorney fees, that may occur during that party's or that's party's invitees' operations on the other party's property.

12. Term. This Agreement shall be perpetual.

13. Binding Effect. This agreement shall run with the land and shall bind each party's successors and assigns, in perpetuity, and shall be recorded in the office of the Davis County Recorder.

14. Assignment. USD may, without prior consent, assign this Agreement to a public Utah charter school upon the school's purchase of USD's property.

15. Entire Agreement. The parties hereto agree that this Agreement contains the entire agreement and understanding between the parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by either party prior to the date hereof and is binding upon the successors of the respective parties.

16. Dispute Resolution/Attorneys Fees. The Parties agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. Should the Parties be unable to resolve a dispute and the services of an attorney be required to enforce this Agreement, the defaulting Party shall be required to pay reasonable attorney's fees and costs incurred by the non-defaulting party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first above written.

ATTEST:

Holly Gadd
Holly Gadd, City Recorder



FARMINGTON CITY

By: *Scott C. Harbertson*
Scott C. Harbertson, Mayor

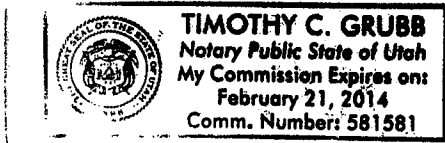
UTAH SCHOOL DEVELOPMENT FC,
LLC

By: *[Signature]*
Its: *MANAGER*

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 18 day of December, 2013, personally appeared before me **Scott C. Harbertson**, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said **Scott C. Harbertson** acknowledged to me that the City executed the same.

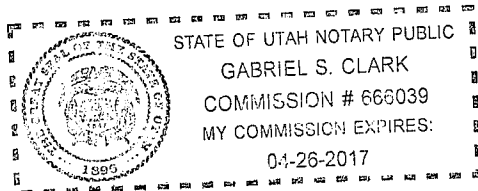


[Signature]
Notary Public

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 17th day of December, 2013, personally appeared before me Sheldon Killpack, who being duly sworn, did say that he is the Manager of **UTAH SCHOOL DEVELOPMENT FC, LLC**, a Utah limited liability company, and that he signed the foregoing instrument in behalf of the company, with proper authority, and duly acknowledged that he executed the same.



[Signature]
Notary Public

Order No.: 6-057866

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Beginning at a point which is South 00°05'50" East 473.66 feet along the quarter section line and South 90°00'00" West 3.95 feet to the line of the property owned by Utah Department of Transportation from the center of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah and running thence South 90°00'00" West 337.51 feet; thence South 0°00'00" East 26.08 feet; thence South 90°00'00" West 270.73 feet to a point 20 feet Easterly from the top bank of a stream; thence Northeasterly along said line North 36°12'40" East 60.76 feet, North 25°00'10" East 67.11 feet, North 25°46'40" East 66.33 feet, North 32°55'22" East 97.73 feet, North 30°33'52" East 56.47 feet, North 30°48'40" East 60.62 feet, North 36°08'11" East 57.53 feet, North 50°39'16" East 48.30 feet, North 56°01'08" East 63.21 feet, North 55°21'40" East 63.44 feet, North 45°20'11" East 122.62 feet to the UDOT property line; thence along said line the following 2 courses and distances: curve to the left radius =1915.87, Arc = 110.60, Chord bearing and distance = South 60°47'20" East 110.59 feet central angle = 3°18'28"; thence South 04°48'25" East 508.69 feet to the point of beginning.

Parcel 1A:

Together with a right of way for an irrigation ditch and ingress and egress for the purpose of maintaining, repairing and replacing the irrigation ditch. Also the right of ingress and egress to maintain a water well over and across the property as described in Warranty Deed recorded in Book 1354 at Page 866 of official records.

Also:

Together with a perpetual right of way and easement for the purpose of operating, maintaining and repairing a water well over and across the property as described in easement and right of way, subject to the terms and conditions therein, recorded June 6, 1990 as Entry No. 893013 in Book 1354 at Page 870 of official records.

Parcel No.: **08-076-0115 (Part)**