

When Recorded Return to:
Ms. Alexa Wilson
State of Utah, SITLA
675 East 500 South, Suite 500
Salt Lake City, Utah 84102

PRED 852
Beneficiary: School

Tax Serial No.
W-5-2-1-122

ENTRY FEATURE EASEMENT

THIS ENTRY FEATURE EASEMENT (the "Easement") is entered into effective December 18th, 2017, by and between SIENNA HILLS PROPERTIES, LLC ("Grantor"), 25117 SW Parkway, Wilsonville, Oregon 97070, and the SIENNA HILLS COMMUNITY ASSOCIATION ("Grantee"), c/o School and Institutional Trust Lands Administration, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102.

Recitals

A. The State of Utah, acting through the School and Institutional Trust Lands Administration (the "Trust Lands Administration") is the owner of certain lands located in Washington City, Washington County, Utah that are managed as state trust lands. These lands are currently being developed as a master planned community (the "Sienna Hills Development").

B. Grantor has purchased certain lands from the Trust Lands Administration located within the Sienna Hills Development (the "Grantor's Property"), subject to the conditions in State of Utah Certificate of Sale No. 26722 (the "Certificate") and the Declaration of Covenants Regarding Development (the "Declaration of Covenants"). Grantor's Property has been or will be annexed into the Sienna Hills Community Association.

C. An entry feature has already been constructed in that area more particularly described as Entry Feature 2 in Exhibit A and generally depicted in Exhibit B. Grantee desires to construct an additional entry feature in that area more particularly described as Entry Feature 1 in Exhibit A and generally depicted in Exhibit B. Together, these shall be known as the "Entry Features" and the lands on which they have been or will be constructed (as described in Exhibit A) will be known as the "Easement Lands".

D. The Entry Features will be owned and maintained by Grantee. Grantor therefore desires to grant an easement to Grantee under the terms and conditions herein.

Easement

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement; Purpose. Grantor hereby grants and conveys to Grantee, Grantee's successors and assigns, Grantee's contractors, employees and agents, a perpetual easement over the Easement Lands for the purpose of the construction, access, maintenance, and repair of the Entry Features which shall include Grantor's logo so long as Grantor owns the Easement Lands. Grantee shall hereafter own the Entry Feature already constructed on the Easement Lands and will also own the additional Entry Feature to be constructed on the Easement Lands in the future by Grantee. Grantee and Grantor shall work together in good faith to determine the design of the Entry Features, the placement and size of Grantor's logo on the Entry Features, and other such matters. The design of the Entry Features shall be aesthetically pleasing and shall be harmonious with those other entry features previously constructed within the Sienna Hills Development.

2. Non-Exclusive Right. It is expressly understood and agreed that the right herein granted is non-exclusive and Grantor hereby reserves the right to issue other non-exclusive easements or leases on or upon the Easement Lands where such uses are appropriate and compatible.

3. Entry Features. The construction and maintenance of the Entry Features shall be at no cost to Grantor. Grantee shall pay all costs associated therewith.

4. Consent to Suit in Utah Courts. Grantor and Grantee consent to suit solely in the courts of the State of Utah in any dispute arising under this Easement or as a result of operations carried on under this Easement.

5. Assignment of Easement Subject to Consent. The acquisition or assumption by another party under an agreement with Grantee of any right or obligation of the Grantee under this Easement shall be ineffective as to grantor unless and until Grantor shall have been notified of such agreement and shall have recognized and approved the same in writing, which shall be granted at Grantor's sole discretion, and in no case shall such recognition or approval: (i) operate to relieve the Grantee of the responsibilities or liabilities assumed by the Grantee hereunder; or (ii) be given unless such other party is acceptable to Grantor as a grantee, and assumes in writing all of the obligations of the Grantee under the terms of this Easement.

6. Prevention of Fire. Grantee shall at all times observe reasonable precautions to prevent fire on the Easement Lands and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said Easement Lands proximately caused by Grantee, its servants, employees, contractors, agents, assignees or licensees which necessitates suppression action by the State Forester or any other government entity incurring supplemental costs, Grantee agrees to reimburse Grantor for the cost of such fire suppression action.

7. No Waste. Grantee, in exercising the privileges granted by this Easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the operations covered by this Easement. Grantee shall neither commit nor permit any waste on the Easement Lands. Grantee shall take reasonable precautions to prevent pollution or deterioration of lands or water which may result from the exercise of the privileges granted pursuant to this Easement.

8. Liability. Grantee assumes liability for and agrees to indemnify Grantor for and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against Grantor which in any way relates to or arises out of the activity or presence upon the Easement Lands of Grantee, its servants, employees, contractors, agents, assignees, or invitees, unless such liability is caused by Grantor's sole negligence.

9. Treasure-trove and Articles of Antiquity. It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and critical paleontological resources in or upon the Easement Lands are and shall remain the property of the State of Utah. Grantee further agrees to cease all activity on the Easement Lands and immediately notify Grantor and the State of Utah, through the School and Institutional Trust Lands Administration if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the Easement Lands, and continue to cease all construction or maintenance therein until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of the State of Utah, through the School and Institutional Trust Lands Administration.

10. Insurance. Grantee shall carry liability insurance covering bodily injury, loss of life or property damage arising out of or in any way related to Grantee's activities on the Easement Lands. Grantee shall carry a policy for claims with limits of no less than \$1,000,000.00 for one person in any one occurrence and an aggregate amount of \$2,000,000.00 for two or more persons in any one occurrence. The insurance may be in the form of blanket liability coverage so long as such blanket policy does not act to reduce the limits or diminish the coverage required hereunder. Grantee's liability or the coverage limits required by this Easement shall not be reduced by any insurance held by Grantor, or any of the lessees, permittees or assigns thereof.

11. Termination for Noncompliance. In the event of a default or breach of any of the terms of this Easement by the parties, the non-defaulting party shall provide the defaulting party with written notice of the default and shall provide the non-defaulting party with thirty (30) days from the date of the notice to remedy the default or such time as is reasonably required to remedy the default. In the event the Grantee does not remedy the default in the 30-day time period set forth in the written notice, or such longer time as granted in Grantor's sole discretion, Grantor may terminate this Easement. Such termination shall be effective upon Grantor giving written notice to Grantee. Upon receipt of such notice, Grantee shall immediately surrender possession of the Easement Lands to Grantor and any improvements thereon, in Grantor's discretion, shall be forfeited and become the property of Grantor. In addition, the parties may exercise any other right or remedy they may have at law or equity.

12. Notice. Any notice contemplated herein to be served upon Grantee or Grantor shall be in writing and shall be deemed sufficient if delivered by overnight courier or deposited in the United States mail, postage prepaid and certified or registered, to the address heretofore set forth.

13. Liens. Grantee shall not suffer or permit to be enforced against the Easement Lands or any part thereof, and shall indemnify and hold Grantor harmless for, from, and against (i) any mechanics', materialman's, contractor's, or subcontractor's liens arising from; and (ii) any claim for damage growing out of the work of, any construction, repair, restoration, replacement, or improvement done by or on behalf of Grantee on the Easement Lands. Grantee shall pay or cause

to be paid all of such liens, claims, or demands before any action is brought to enforce the same against the Easement Lands. If Grantee shall in good faith contest the validity of any such lien, claim, or demand, then Grantee shall, at its expense, defend itself and Grantor and any of the lessees and assigns thereof against the same and shall pay and satisfy any adverse judgment that may be rendered thereon prior to execution thereof and in the event of any such contest Grantee shall at the request of Grantor provide such security and take such steps as may be required by law to release the Easement Lands from the effect of such lien.

14. Utah Law Applies, Successors and Assigns. This Easement shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of each party.

15. No Warranty of Title. Grantor does not warrant to Grantee the validity of title to the Easement Lands. Grantee shall have no claim for damages or refund against Grantor for any claimed failure or deficiency of Grantor's title to said lands or for interference by any third party.

16. Right to Inspect. Grantor reserves the right to inspect the Easement Lands at any time and recall Grantee for correction of any violations of stipulations contained herein. If Grantee fails to correct such violations within a reasonable time Grantor may, after thirty (30) days written notice, re-enter and terminate this Easement.

17. Covenant Running with the Land. The grant and other provisions of this Easement shall constitute a covenant running with the land, and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, all of which persons may enforce any obligation created by this Easement.

18. No Waiver. No waiver of conditions by Grantor of any default of Grantee or failure of Grantor to timely enforce any provisions of this Easement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Easement. No provision in this Easement shall be construed to prevent Grantor from exercising any legal or equitable remedy it may otherwise have.

IN WITNESS WHEREOF, the parties have entered into this Easement.

GRANTOR: SIENNA HILLS PROPERTIES, LLC

By: 

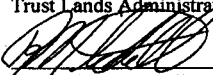
Its: _____

GRANTEE: SIENNA HILLS COMMUNITY ASSOCIATION

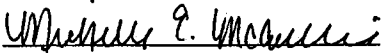
By: 

Its:  Aaron Langston

Consented to by:
State of Utah, School and Institutional
Trust Lands Administration

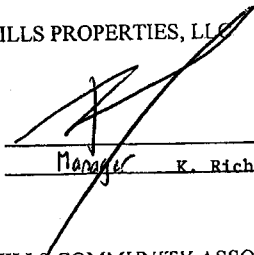

By: Rodger Mitchell
Its: Associate Director

APPROVED AS TO FORM
SEAN D. REYES
ATTORNEY GENERAL

BY: 
Special Assistant Attorney General

IN WITNESS WHEREOF, the parties have entered into this Easement.

GRANTOR: SIENNA HILLS PROPERTIES, LLC

By: 
Its: Manager K. Richard Miller

GRANTEE: SIENNA HILLS COMMUNITY ASSOCIATION

By: _____
Its: _____

~~Consented to by:
State of Utah, School and Institutional
Trust Lands Administration~~

~~By: Rodger Mitchell
Its: Associate Director~~

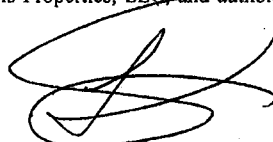
~~APPROVED AS TO FORM
SEAN D. REYES
ATTORNEY GENERAL~~

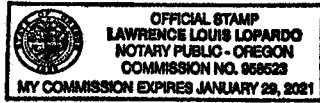
BY: _____
Special Assistant Attorney General

STATE OF ~~UTAH~~ Oregon)
)
)
COUNTY OF ~~SALT LAKE~~ CLATSOP) §

On the 9th day of October, 2017, personally appeared before me
K. RICHARD MILLER, who being duly sworn did say that s/he is the
MANAGER of Sienna Hills Properties, LLC, and authorized to execute
the above instrument.

1/29/21
My commission expires:


Notary Public, residing at:
WILSONVILLE, OR



STATE OF UTAH)
)
)
COUNTY OF) §

On the ___ day of _____, 2017, personally appeared before me
_____, who being duly sworn did say that s/he is the
_____ of Sienna Hills Community Association, and authorized to execute the
above instrument.

My commission expires:

Notary Public, residing at:

STATE OF UTAH)
) §
COUNTY OF SALT LAKE)

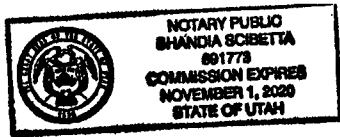
On the _____ day of _____, 2017, personally appeared before me _____ who being duly sworn did say that s/he is the _____ of Sienna Hills Properties, LLC, and authorized to execute the above instrument.

My commission expires: _____ Notary Public, residing at: _____

STATE OF UTAH)
) §
COUNTY OF Washington)

On the 11th day of December, 2017, personally appeared before me Aaron Langston, who being duly sworn did say that s/he is the President of Sienna Hills Community Association, and authorized to execute the above instrument.

SS
My commission expires: 11/1/2020 Notary Public, residing at: Washington County, UT



STATE OF UTAH)
) §
COUNTY OF SALT LAKE)

On the 1st day of December, 2017, personally appeared before me Rodger Mitchell, who being duly sworn did say that he is the Assistant Director of the State of Utah, School and Institutional Trust Lands Administration, and authorized to execute the above instrument.

Alan Russell Roe

My commission expires: 05/06/21

Notary Public, residing at: Salt Lake County



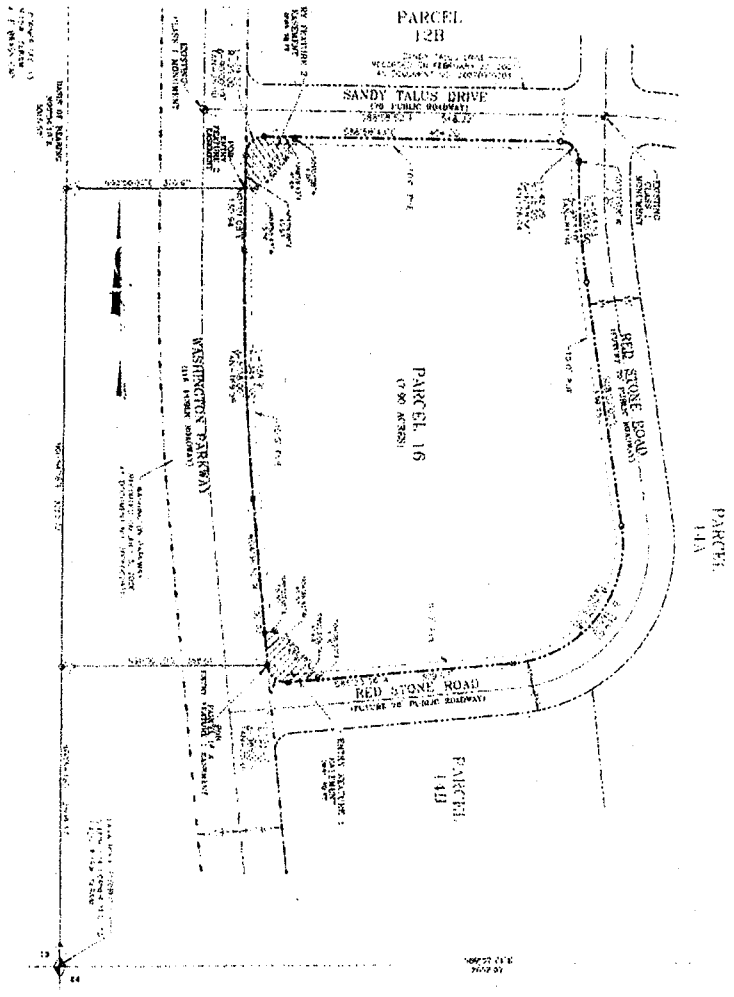
Exhibit A

Legal Description of Easement Lands

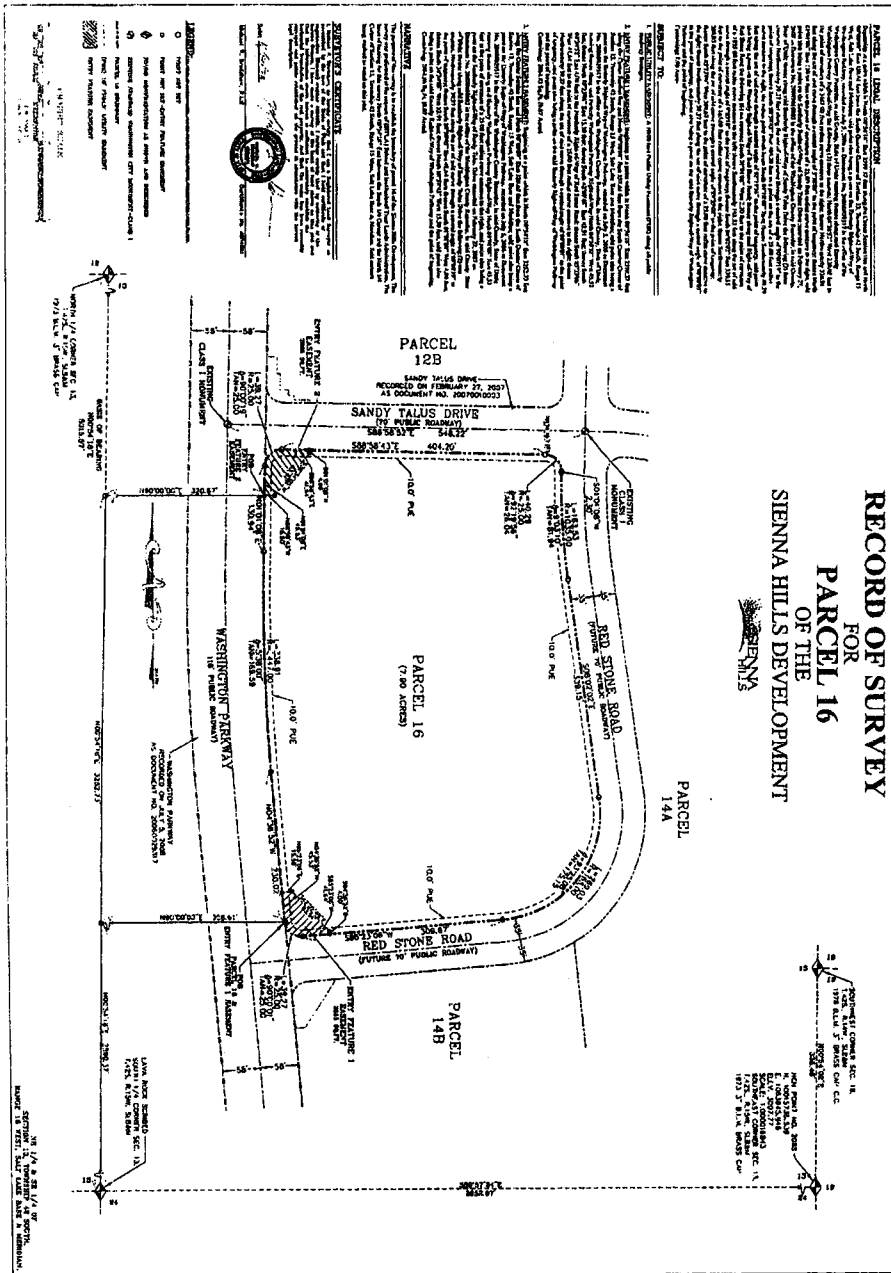
ENTRY FEATURE 1: Beginning at a point which is North 00°54'18" East 2599.37 feet along the Center Section line and North 90°00'00" East 358.61 feet from the South Quarter Corner of Section 13, Township 42 South, Range 15 West, Salt Lake Base and Meridian; said point also being a point on the Easterly Right-of-Way of Washington Parkway, recorded on July 5, 2006 as Document No. 20060029317 in the office of the Washington County Recorder, in said County, State of Utah; running thence along said Easterly Washington Parkway Right-of-Way North 04°36'52" West 45.53 feet; thence North 85°23'06" East 15.50 feet; thence South 42°09'48" East 83.91 feet; thence South 04°36'52" East to Northerly Right-of-Way of Red Stone Road; thence South 85°23'06" West 41.64 feet to the point of curvature of a 25.00 foot radius curve concave to the right; thence Northwesterly 39.27 feet along the arc of said curve through a central angle of 90°00'01" to the point of tangency, said point also being a point on said Easterly Right-of-Way of Washington Parkway and the point of beginning
Containing: 2864.83 Sq. Ft. (0.07 Acres)

ENTRY FEATURE 2: Beginning at a point which is North 00°54'18" East 3252.73 feet along the Center Section line and North 90°00'00" East 320.67 feet from the South Quarter Corner of Section 13, Township 42 South, Range 15 West, Salt Lake Base and Meridian; said point also being a point on the Easterly Right-of-Way of Washington Parkway, recorded on July 5, 2006 as Document No. 20060029317 in the office of the Washington County Recorder, in said County, State of Utah; running thence along said Easterly Washington Parkway Right-of-Way North 01°01'08" East 45.53 feet to the point of curvature of a 25.00 foot radius curve concave to right, said point also being a point of the southerly Right-of-Way of Sandy Talus Drive recorded on February 27, 2007 as Document No. 20070010003 in the office of the Washington County Recorder, in said County, State of Utah; thence along said southerly Right-of-Way of Sandy Talus Drive the following (2) two courses: Northwesterly 39.27 feet along the arc of said curve through a central angle of 90°00'19" to the point of tangency; thence South 88°58'43" East 41.64 feet; thence South 01°01'08" West 4.00 feet; thence South 38°34'05" West 83.91 feet; thence North 88°58'43" West 15.50 feet, said point also being a point on the said Easterly Right-of-Way of Washington Parkway and the point of beginning.
Containing: 2864.86 Sq. Ft. (0.07 Acres)

Exhibit B
Depiction of Easement Lands



RECORD OF SURVEY
FOR
PARCEL 16
OF THE
SIENNA HILLS DEVELOPMENT



RECORD OF SURVEY FOR PARCEL 16 OF THE SIENNA HILLS DEVELOPMENT. LOCATED IN SECTION 18, TOWNSHIP 43 NORTH, RANGE 15 WEST, SALT LAKE BASIN & HERMAN CITY OF WASHINGTON, WASH. CO., UTAH.		ALLIANCE CONSULTING A Planning and Engineering Firm 2000 West Ogden Blvd. Ste 222, West Ogden, Utah 84403-6671 435-238-2222 FAX 435-238-2222	<table border="1"><tr><th colspan="2">TITLE</th></tr><tr><td>NO. 1</td><td>RECORD OF SURVEY FOR PARCEL 16 OF THE SIENNA HILLS DEVELOPMENT</td></tr></table>	TITLE		NO. 1	RECORD OF SURVEY FOR PARCEL 16 OF THE SIENNA HILLS DEVELOPMENT
TITLE							
NO. 1	RECORD OF SURVEY FOR PARCEL 16 OF THE SIENNA HILLS DEVELOPMENT						
SCALE: AS SHOWN		DATE: 11-15-17 DRAWN BY: [Name] CHECKED BY: [Name]					

PARCEL 16 LEGAL DESCRIPTION:
A certain parcel of land in the Sienna Hills Development, being a portion of the land described in the plat for Parcel 16 of the Sienna Hills Development, as shown on the plat recorded in the Office of the County Recorder of Washington County, Utah, on January 27, 2017, as Document No. 20170051277.

- LEGEND:**
- Water
 - Gas
 - Storm Drain
 - Electric
 - Telephone
 - Other Utility
- NOTE:** The dimensions and bearings shown on this plat are based on the survey conducted on [Date]. The survey was conducted by [Surveyor Name], a Professional Land Surveyor in the State of Utah.