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City of West Jordan
Attention: City Recorder
8000 South Redwood Road
West Jordan, Utah 84088

14362144 B: 11558 P: 6977 Total Pages: 8
03/25/2025 01:25 PM By: csummers Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: WOOD RANCH DEVELOPMENT LLC
489 W SOUTH JORDAN PARKWAY STE 200 SOUTH JORDAN, UT 84095



For Recording Purposes, Do Not Write Above This Line

ACKNOWLEDGMENT AND INDEMNIFICATION AGREEMENT
REGARDING HOA-MAINTAINED PUBLIC STREETS

City of West Jordan, Wood Ranch Development LLC, and Terraine Master Owners Association
(for the Plat 3 Area in the Terraine West Bench Development Area, f/k/a Wood Ranch)

Legal Description and Assessor's Parcel Numbers are in Exhibit A.

This Acknowledgment and Indemnification Agreement (the "**Agreement**") is entered into on the date the last party signed (the "**Effective Date**"), by and between the City of West Jordan, a Municipal Corporation (the "**City**"), and Wood Ranch Development, LLC, a Utah Limited Liability Company, in its capacity as a developer (the "**Developer**"), and Terraine Master Owners Association, in its capacity as the homeowners association for the "Development" (defined below), and thus to bind any additional or subsequent homeowners association for the Development (collectively the "**HOA**"), with each individually referred to as a "**Party**" and all collectively referred to as the "**Parties**."

BACKGROUND AND RECITALS

Whereas, the City and Developer have entered into a Master Development Agreement for the Wood Ranch Development, now known as Terraine West Bench ("**MDA**" and "**Development**"), as set forth in the legal description in the MDA previously recorded at the Salt Lake County Recorder's Office; and

Whereas, Plat 3 is a plat within the Development, with the **Legal Description and Assessor's Parcel Numbers** set forth in **Exhibit "A"**, attached to this Agreement ("**Plat 3**" or "**Plat 3 Area**"); and

Whereas, the MDA includes a provision which requires the Developer to build and the Developer and a homeowners association to maintain certain types of HOA-maintained public streets and roadways; and

Whereas, the HOA has since been created under the laws of the State of Utah; and

Whereas, the Developer shall be building and the Developer and the HOA shall be maintaining certain types of HOA-maintained public streets and roadways in the Plat 3 Area, and the HOA shall be receiving from the City and using state B&C road funds to maintain these HOA-maintained types of public streets and roadways in the Plat 3 Area ("**HOA-Maintained Public Streets**"); and defects in street material or workmanship may occur on these HOA-Maintained Public Streets, which may cause personal injury, property damage, or similar injuries or damages; and

Whereas, the HOA agrees to indemnify the City with regards to “Potential Damages” (defined in Section 3 below) regarding the HOA-Maintained Public Streets everywhere in the Plat 3 Area.

AGREEMENT

IN CONSIDERATION for and as a condition of the Parties entering into this Agreement and other valuable consideration, including but not limited to the City allowing for the use of B&C road funds by the Developer and HOA, and the City allowing for certain types of development or construction activity, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

1. **Recitals Incorporated.** The Background and Recitals are incorporated herein by reference.
2. **Term and Termination.** This Agreement shall commence upon the Effective Date, as stated above, and shall continue indefinitely, as long as the HOA or any successor or additional homeowners association for the Development exists. Developer shall be released from this Agreement at the earliest time at which all the following conditions are met: (i) the HOA is functioning; (ii) the public improvements warranty period for Plat 2 has expired; (iii) the HOA has executed this Agreement.
3. **Indemnification.** HOA hereby agrees to indemnify, defend, hold harmless, and release the City, its respective affiliates, elected officials, officers, employees, and agents, from any and all actual or potential loss, claim, liability, deficiency, damage, and/or damages arising out of or related in any way to the HOA’s maintenance of the HOA-Maintained Public Streets, including but not limited to the HOA’s receipt and use of B&C road funds and any defect in street material or workmanship that may cause personal injury, property damage, or similar injuries or damages, anywhere in the Plat 3 Area (“Potential Damages”).
4. **Representations and Warranties.** The Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of any Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
5. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable.
6. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
7. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys’ fees.
8. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above, including against all subsequent homeowners associations in the Development.

This Agreement may be entered into and is legal and binding in the State of Utah and in the United States. The Parties each represent that they have the authority to enter into this Agreement.


9. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the laws of the State of Utah.
10. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by all remaining Parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:




"CITY"

CITY OF WEST JORDAN,
a Utah municipal corporation

By (signature): 
Dirk Burton, Mayor

ATTEST:


Tangee Sloan, City Recorder

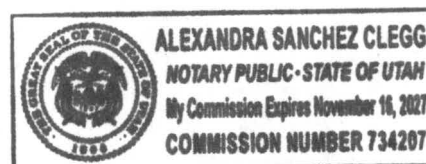
ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this 6th day of March, 2025 before the undersigned notary public in and for the said state, personally appeared Dirk Burton, known or identified to me to be the Mayor of the City of West Jordan, and Tangee Sloan, the City Recorder of the City of West Jordan, and the persons who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.


Notary Public for Utah

[Additional signatures on following pages.]



DEVELOPER

Wood Ranch Development, LLC
a Utah limited liability company

By (signature): 

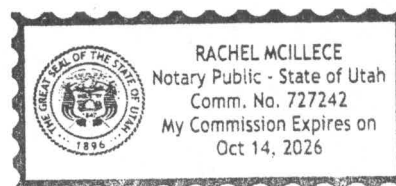
ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this 6 day of January, 2025, before the undersigned notary public in and for the said state, personally appeared Ty Melutcheon, an individual, known or identified to me to have signed as the authorized signer for Wood Ranch Development, LLC, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.


NOTARY PUBLIC



[Additional signature on following page.]

HOA

Terraine Master Owners Association, Inc.
a Utah non-profit corporation

By (signature): 

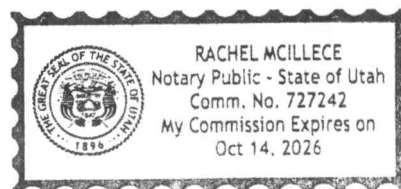
ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this 6 day of January, 2025, before the undersigned notary public in and for the said state, personally appeared Gary Langston, an individual, known or identified to me to have signed as the authorized signer for Terraine Master Owners Association, Inc., a Utah non-profit corporation, and the person who executed the foregoing instrument and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.


NOTARY PUBLIC



[Exhibit "A" on following page.]

EXHIBIT "A"**Legal Description and Assessor's Parcel Numbers for the "Plat 3 Area"**

Assessor's Parcel Numbers: 20-27-176-001, 20-27-101-001-4002, and 20-27-101-001-4003.

Legal Description: See below:

Terraine Plat 3

Tract 1

Beginning at a point that lies North $00^{\circ}06'38''$ West 3812.410 feet along the Section Line and West 497.850 feet from the South Quarter Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence South $08^{\circ}02'22''$ West 267.900 feet; thence North $81^{\circ}57'38''$ West 248.525 feet; thence South $15^{\circ}14'19''$ West 5.838 feet to a point on a 270.000 foot radius tangent curve to the right, (radius bears North $74^{\circ}45'41''$ West, Chord: South $18^{\circ}30'48''$ West 30.846 feet); thence along the arc of said curve 30.863 feet through a central angle of $06^{\circ}32'57''$; thence South $21^{\circ}47'17''$ West 66.855 feet to a point on a 270.000 foot radius tangent curve to the right, (radius bears North $68^{\circ}12'43''$ West, Chord: South $23^{\circ}24'04''$ West 15.202 feet); thence along the arc of said curve 15.204 feet through a central angle of $03^{\circ}13'35''$; thence South $25^{\circ}00'51''$ West 13.402 feet; thence North $64^{\circ}59'09''$ West 135.585 feet; thence North $25^{\circ}00'51''$ East 21.362 feet; thence North $19^{\circ}38'58''$ East 73.915 feet; thence South $71^{\circ}23'05''$ East 60.543 feet; thence North $18^{\circ}36'55''$ East 30.000 feet; thence North $71^{\circ}23'05''$ West 60.002 feet; thence North $70^{\circ}21'02''$ West 24.000 feet; thence South $19^{\circ}38'58''$ West 102.796 feet; thence South $25^{\circ}00'51''$ West 20.238 feet; thence North $64^{\circ}59'09''$ West 180.596 feet; thence North $25^{\circ}00'51''$ East 99.000 feet; thence North $64^{\circ}59'09''$ West 24.783 feet; thence North $13^{\circ}37'58''$ East 69.520 feet; thence South $76^{\circ}22'02''$ East 24.000 feet; thence South $87^{\circ}51'16''$ East 43.665 feet; thence South $89^{\circ}10'38''$ East 32.417 feet; thence North $11^{\circ}29'51''$ East 39.034 feet; thence North $00^{\circ}49'50''$ East 30.089 feet; thence North $43^{\circ}12'18''$ West 43.882 feet; thence South $89^{\circ}10'10''$ East 19.944 feet; thence North $00^{\circ}49'50''$ East 56.000 feet to a point on a 268.000 foot radius non tangent curve to the right, (radius bears South $00^{\circ}49'50''$ West, Chord: South $81^{\circ}57'55''$ East 67.216 feet); thence along the arc of said curve 67.394 feet through a central angle of $14^{\circ}24'29''$; thence South $74^{\circ}45'41''$ East 235.532 feet to a point on a 639.000 foot radius tangent curve to the left, (radius bears North $15^{\circ}14'19''$ East, Chord: South $78^{\circ}21'39''$ East 80.237 feet); thence along the arc of said curve 80.290 feet through a central angle of $07^{\circ}11'57''$; thence South $81^{\circ}57'38''$ East 134.509 feet to the point of beginning.

Property contains 4.058 acres.

Also and together with the following tract of land:

Tract 2

Beginning at a point that lies North 00°06'38" West 3637.888 feet along the Section Line and West 2036.195 feet from the South Quarter Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence South 25°00'51" West 261.908 feet to a point on a 455.000 foot radius tangent curve to the left, (radius bears South 64°59'09" East, Chord: South 13°32'19" West 181.045 feet); thence along the arc of said curve 182.261 feet through a central angle of 22°57'04"; thence North 82°47'13" West 290.169 feet to a point on a 457.000 foot radius tangent curve to the left, (radius bears South 07°12'47" West, Chord: North 84°41'43" West 30.438 feet); thence along the arc of said curve 30.444 feet through a central angle of 03°49'01"; thence North 86°36'14" West 503.342 feet to a point on a 953.000 foot radius tangent curve to the left, (radius bears South 03°23'46" West, Chord: South 87°50'25" West 184.535 feet); thence along the arc of said curve 184.825 feet through a central angle of 11°06'43"; thence North 07°42'57" West 182.000 feet to a point on a 1135.000 foot radius non tangent curve to the right, (radius bears South 07°42'57" East, Chord: North 82°34'31" East 11.535 feet); thence along the arc of said curve 11.535 feet through a central angle of 00°34'56"; thence North 07°08'00" West 100.000 feet to a point on a 1235.000 foot radius non tangent curve to the left, (radius bears South 07°08'00" East, Chord: South 81°52'50" West 42.499 feet); thence along the arc of said curve 42.501 feet through a central angle of 01°58'18"; thence North 09°08'10" West 35.118 feet; thence North 03°23'46" East 100.000 feet; thence North 86°36'14" West 211.727 feet to a point on a 1340.000 foot radius non tangent curve to the left, (radius bears North 78°08'11" West, Chord: North 09°05'49" East 129.367 feet); thence along the arc of said curve 129.417 feet through a central angle of 05°32'01"; thence North 06°19'48" East 0.273 feet; thence South 86°36'14" East 874.877 feet; thence South 03°23'46" West 7.500 feet; thence South 86°36'14" East 39.500 feet; thence South 03°23'46" West 24.142 feet; thence South 86°36'14" East 41.000 feet; thence North 03°23'46" East 24.142 feet; thence South 86°36'14" East 22.000 feet to a point on a 25.000 foot radius non tangent curve to the right, (radius bears South 86°36'14" East, Chord: North 39°40'03" East 29.580 feet); thence along the arc of said curve 31.653 feet through a central angle of 72°32'33"; thence South 03°23'46" West 31.402 feet; thence South 83°10'31" East 211.654 feet; thence South 64°59'09" East 205.920 feet; thence South 25°00'51" West 0.386 feet; thence South 64°59'09" East 12.500 feet; thence North 25°00'51" East 0.386 feet; thence South 64°59'09" East 17.500 feet to the point of beginning.

Property contains 13.640 acres.

Also and together with the following tract of land:

Tract 3

Beginning at a point that lies North 00°06'38" West 4742.023 feet along the Section Line and West 2716.484 feet from the South Quarter Corner of Section 27, Township 2 South, Range 2 West, Salt

Lake Base and Meridian and running thence South 37°19'32" West 219.777 feet; thence North 27°00'01" West 9.877 feet to a point on a 388.000 foot radius tangent curve to the left, (radius bears South 62°59'59" West, Chord: North 40°33'07" West 181.834 feet); thence along the arc of said curve 183.540 feet through a central angle of 27°06'12"; thence North 54°06'13" West 178.017 feet; thence North 46°50'33" West 85.792 feet to a point on a 500.000 foot radius tangent curve to the right, (radius bears North 43°09'27" East, Chord: North 37°22'35" West 164.465 feet); thence along the arc of said curve 165.215 feet through a central angle of 18°55'56"; thence North 27°54'37" West 53.791 feet; thence North 62°05'23" East 10.000 feet; thence North 23°25'48" East 32.016 feet; thence North 27°54'37" West 73.446 feet to a point on a 100.000 foot radius tangent curve to the right, (radius bears North 62°05'23" East, Chord: North 03°49'59" West 81.593 feet); thence along the arc of said curve 84.045 feet through a central angle of 48°09'15" to a point of reverse curvature with a 460.000 foot radius tangent curve to the left, (radius bears North 69°45'22" West, Chord: North 18°46'19" East 23.632 feet); thence along the arc of said curve 23.635 feet through a central angle of 02°56'38"; thence North 19°49'13" East 54.160 feet; thence North 32°47'33" East 77.226 feet; thence North 84°00'00" East 76.735 feet; thence South 06°00'00" East 209.954 feet to a point on a 273.710 foot radius non tangent curve to the left, (radius bears North 87°51'06" East, Chord: South 27°18'47" East 232.773 feet); thence along the arc of said curve 240.429 feet through a central angle of 50°19'44"; thence South 52°28'39" East 219.846 feet to a point on a 277.656 foot radius tangent curve to the left, (radius bears North 37°31'21" East, Chord: South 56°54'27" East 42.893 feet); thence along the arc of said curve 42.936 feet through a central angle of 08°51'36"; thence South 61°20'15" East 140.035 feet to the point of beginning.

Property contains 3.267 acres.

Also and together with the following tract of land:

Tract 4

Beginning at a point on a 268.500 foot radius non tangent curve to the left, (radius bears South 66°37'03" East, Chord: South 21°36'05" West 16.691 feet), said point lies North 117.339 feet and West 3444.374 feet from the North Quarter Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian (Basis of bearings is North 0°06'38" West 5274.293 feet between the South Quarter Corner and the North Quarter Corner of said Section 27, T2S, R1W, SLB&M) and running thence along the arc of said curve 16.694 feet through a central angle of 03°33'44"; thence South 19°49'13" West 84.615 feet to a point on a 291.500 foot radius tangent curve to the right, (radius bears North 70°10'47" West, Chord: South 76°19'36" West 486.192 feet); thence along the arc of said curve 574.969 feet through a central angle of 113°00'47"; thence North 47°10'00" West 122.360 feet to a point on a 503.500 foot radius tangent curve to the left, (radius bears South 42°50'00" West, Chord: North 49°22'34" West 38.819 feet); thence along the arc of said curve 38.828 feet through a central angle of 04°25'06"; thence North 40°29'48" East 134.305 feet; thence South 89°56'31" East 539.225 feet to the point of beginning.

Property contains 3.045 acres.