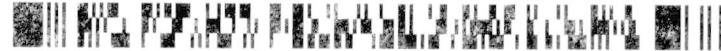


**Recording Requested By and
When Recorded Return to:**

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

14425099 B: 11594 P: 5748 Total Pages: 8
08/20/2025 03:21 PM By: vanguyen Fees: \$166.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: WOOD RANCH DEVELOPMENT LLC
489 W SOUTH JORDAN PARKWAY SUITE 2005OUTH 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 4 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 4 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 4**” or “**Plat 4 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 4 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 4 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 4 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 4 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 4 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:



ATTEST:

**“CITY”
CITY OF WEST JORDAN,
a Utah municipal corporation**

By (signature): 
Dirk Burton, Mayor

Tangee Sloan, City Recorder

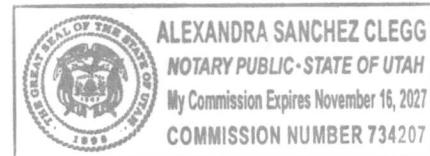
ACKNOWLEDGMENT

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

On this 11th day of August, 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 Tangie 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): Jesse

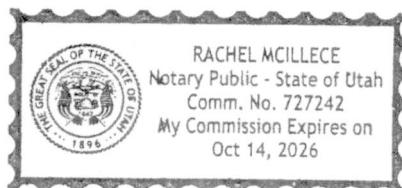
ACKNOWLEDGMENT

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

On this 24 day of July, 2025, before the undersigned notary public in and for the said state, personally appeared Ty McCutcheon, 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.

Rachel McIllece
NOTARY PUBLIC



[Additional signature on following page.]

HOA

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

By (signature): 

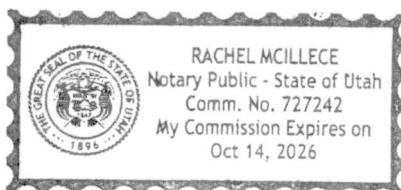
ACKNOWLEDGMENT

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

On this 24 day of July, 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 4 Area"**

Assessor's Parcel Numbers: 20-27-176-001 and 20-28-200-009.

Legal Description: See below:

Terraine Plat 4

Tract 1

Beginning at a point that lies North 00°06'38" West 3918.712 feet along the Section Line and West 1003.227 feet from the South Quarter Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence South 00°49'50" West 56.000 feet; thence North 89°10'10" West 19.944 feet; thence South 43°12'18" East 43.882 feet; thence South 00°49'50" West 30.089 feet; thence South 11°29'51" West 39.034 feet; thence North 89°10'38" West 32.417 feet; thence North 87°51'16" West 43.665 feet; thence North 76°22'02" West 24.000 feet; thence South 13°37'58" West 69.520 feet; thence North 64°59'09" West 115.572 feet; thence North 53°00'45" West 98.032 feet to a point on a 212.000 foot radius non tangent curve to the right, (radius bears South 27°12'05" East, Chord: North 63°00'00" East 1.489 feet); thence along the arc of said curve 1.489 feet through a central angle of 00°24'09"; thence North 26°47'56" West 56.000 feet to a point on a 268.000 foot radius non tangent curve to the right, (radius bears South 26°47'56" East, Chord: North 66°38'32" East 32.173 feet); thence along the arc of said curve 32.192 feet through a central angle of 06°52'56"; thence North 70°05'00" East 88.688 feet to a point on a 268.000 foot radius tangent curve to the right, (radius bears South 19°55'00" East, Chord: North 80°27'25" East 96.515 feet); thence along the arc of said curve 97.044 feet through a central angle of 20°44'50"; thence South 89°10'10" East 113.556 feet to the point of beginning.

Property contains 1.078 acres.

Also and together with the following tract of land:

Tract 2

Beginning at a point that lies North 00°06'38" West 4567.255 feet along the Section Line and West 2850.082 feet from the South Quarter Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence South 62°59'59" West 176.000 feet; thence South 27°00'01" East 174.830 feet; thence South 60°36'45" West 432.141 feet to a point on a 275.000 foot radius tangent curve to the left, (radius bears South 29°23'15" East, Chord: South 33°28'17" West

250.902 feet); thence along the arc of said curve 260.538 feet through a central angle of 54°16'57"; thence South 06°19'48" West 73.916 feet; thence North 86°36'14" West 555.262 feet to a point on a 233.183 foot radius non tangent curve to the left, (radius bears North 78°01'21" West, Chord: North 04°46'09" West 134.379 feet); thence along the arc of said curve 136.312 feet through a central angle of 33°29'36" to a point of reverse curvature with a 368.238 foot radius non tangent curve to the right, (radius bears North 68°27'25" East, Chord: North 03°16'02" West 230.953 feet); thence along the arc of said curve 234.916 feet through a central angle of 36°33'06" to a point of reverse curvature with a 326.764 foot radius non tangent curve to the left, (radius bears North 75°00'20" West, Chord: North 02°42'12" West 198.671 feet); thence along the arc of said curve 201.865 feet through a central angle of 35°23'45"; thence North 21°07'56" West 96.400 feet; thence North 68°52'59" East 131.925 feet to a point on a 50.000 foot radius tangent curve to the left, (radius bears North 21°07'01" West, Chord: North 65°35'47" East 5.733 feet); thence along the arc of said curve 5.736 feet through a central angle of 06°34'25"; thence North 62°18'34" East 64.349 feet to a point on a 50.000 foot radius tangent curve to the right, (radius bears South 27°41'26" East, Chord: North 65°35'47" East 5.733 feet); thence along the arc of said curve 5.736 feet through a central angle of 06°34'25"; thence North 68°52'59" East 136.256 feet; thence North 21°07'01" West 130.473 feet to a point on a 530.000 foot radius tangent curve to the right, (radius bears North 68°52'59" East, Chord: North 10°33'44" West 194.165 feet); thence along the arc of said curve 195.268 feet through a central angle of 21°06'34"; thence North 89°59'33" East 60.000 feet to a point on a 470.000 foot radius non tangent curve to the left, (radius bears North 89°59'33" East, Chord: South 00°04'27" East 1.091 feet); thence along the arc of said curve 1.091 feet through a central angle of 00°07'59"; thence North 86°39'42" East 56.796 feet; thence North 03°20'18" West 11.665 feet; thence North 08°44'35" West 20.236 feet; thence North 81°15'25" East 62.000 feet; thence South 08°44'35" East 25.000 feet; thence North 81°15'25" East 51.628 feet; thence North 13°52'55" West 4.999 feet; thence North 62°05'23" East 63.231 feet; thence North 27°54'37" West 24.000 feet; thence North 62°05'23" East 92.301 feet; thence North 56°55'06" East 56.000 feet to a point on a 268.000 foot radius non tangent curve to the right, (radius bears South 56°55'06" West, Chord: South 30°29'46" East 24.181 feet); thence along the arc of said curve 24.189 feet through a central angle of 05°10'17"; thence South 27°54'37" East 16.399 feet; thence North 62°05'23" East 120.000 feet; thence South 27°54'37" East 60.549 feet; thence South 23°25'48" West 32.016 feet; thence South 62°05'23" West 10.000 feet; thence South 27°54'37" East 53.791 feet to a point on a 500.000 foot radius tangent curve to the left, (radius bears North 62°05'23" East, Chord: South 37°22'35" East 164.465 feet); thence along the arc of said curve 165.215 feet through a central angle of 18°55'56"; thence South 46°50'33" East 85.792 feet; thence South 54°06'13" East 178.017 feet to a point on a 388.000 foot radius tangent curve to the right, (radius bears South 35°53'47" West, Chord: South 40°33'07" East 181.834 feet); thence along the arc of said curve 183.540 feet through a central angle of 27°06'12"; thence South 27°00'01" East 9.877 feet to the point of beginning.

Property contains 22.100 acres.

Less & excepting therefrom the following described tract of land:

Tract 2 Less & Except

Beginning at a point that lies North 00°06'38" West 4629.637 feet along the Section Line and West 3155.983 feet from the South Quarter Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence South 35°53'47" West 167.195 feet to a point on a 207.000 foot radius tangent curve to the right, (radius bears North 54°06'13" West, Chord: South 48°15'16" West 88.605 feet); thence along the arc of said curve 89.295 feet through a central angle of 24°42'58"; thence South 60°36'45" West 171.369 feet to a point on a 207.000 foot radius tangent curve to the right, (radius bears North 29°23'15" West, Chord: South 76°08'24" West 110.828 feet); thence along the arc of said curve 112.196 feet through a central angle of 31°03'18"; thence North 88°19'57" West 10.199 feet to a point on a 330.000 foot radius non tangent curve to the left, (radius bears South 89°38'28" West, Chord: North 10°44'17" West 118.905 feet); thence along the arc of said curve 119.557 feet through a central angle of 20°45'29"; thence North 21°07'01" West 381.007 feet to a point on a 470.000 foot radius tangent curve to the right, (radius bears North 68°52'59" East, Chord: North 18°22'28" West 44.976 feet); thence along the arc of said curve 44.994 feet through a central angle of 05°29'06"; thence East 29.846 feet to a point on a 559.000 foot radius non tangent curve to the left, (radius bears North, Chord: North 76°02'41" East 269.619 feet); thence along the arc of said curve 272.304 feet through a central angle of 27°54'37"; thence North 62°05'23" East 75.219 feet; thence South 27°54'37" East 179.343 feet to a point on a 268.000 foot radius tangent curve to the left, (radius bears North 62°05'23" East, Chord: South 41°00'25" East 121.454 feet); thence along the arc of said curve 122.518 feet through a central angle of 26°11'36"; thence South 54°06'13" East 102.747 feet to the point of beginning.

Property contains 4.776 acres.