

Agreement
Dated July 17, 2017

This Agreement (the "Agreement") is between the following parties:

1. **Stone Creek Properties 2, LLC**, a Utah Limited Liability Corporation and all of its predecessors (including Stone Creek Properties, LLC), affiliates (including Stone Creek, LLC and STONE CREEK HOA), successors, assigns, members, officers, and agents (including Blackstone Creek, LLC), (hereafter "Stone Creek"); and
2. **Red Ledges Land Development, Inc. ("Red Ledges")**, a Florida Corporation and all of its predecessors, affiliates (including Red Ledges, LLC), successors, assigns, members, officers, and agents ("Red Ledges").

All parties to this Agreement are collectively referred to as the "Parties" or individually as a "Party."

Recitals

- A. The Parties own adjacent real properties in Wasatch County, Utah;
- B. The Parties previously have entered into different agreements, including an "Easement Transfer and Development Agreement," a "Restated Easement Transfer and Redevelopment Agreement," and a "Storm Water Retention Pond Agreement";
- C. A dispute has arisen between the parties concerning, among other things, the interpretation and obligations under the various agreements;
- D. The Parties seek to resolve and release any and all claims they may have against each other;
- E. The Parties further seek to supersede and eliminate all prior agreements (written or oral) that may exist between the Parties as of the date of this Agreement and have all future obligations be governed solely by the terms of this Agreement.

2017-0209-00
2017-0209-00

Agreement

THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. This Agreement supersedes and eliminates any and all prior agreements, whether written or verbal, that exist between the parties (and predecessors to the parties) as of the date set forth at the top of this Agreement. The effect of this provision is to place the Parties in the same position they would be in if there had been no interactions of whatsoever nature between them prior to the entry of this Agreement.

2. Red Ledges has granted to Heber City the easement set forth in Exhibit A, which is intended to facilitate a connection from 580 North to the eventual Bypass Road. Stone Creek shall be and Red Ledges shall not be responsible for the construction of or any of the costs of construction associated with connecting Stone Creek's property to the Bypass Road or the Connector Road.

3. Within five (5) business days of the date of this Agreement, Stone Creek agrees to grant to Heber City the deed set forth as Exhibit B, which is intended to facilitate the eventual construction of the Bypass Road and the Connector Road. Stone Creek further grants Red Ledges and Heber City a non-revocable, limited license for the purpose of entering its property as is reasonably necessary to construct, maintain, and repair the Bypass Road and/or the Connector Road.

4. Red Ledges shall have no obligation to prepare, install, maintain, pay for or have any responsibility whatsoever for any underground utilities, including the 16-inch water line, related to the "Initial Connector Road Work." So long as the 16-inch water line and all other utilities required for the Stone Creek development underneath the Initial Connector Road Work have been installed by no later than July 31, 2017, Red Ledges shall complete construction of the Initial Connector Road Work by October 31, 2017. In the event that the 16-inch water line or any other utilities required for the Stone Creek development underneath the Initial Connector Road Work have not been installed by July 31, 2017, Red Ledges shall complete construction of the Initial Connector Road Work within ninety (90) days after the date that all utilities underneath the Initial Connector Road Work, including the 16—inch water line, have been completed, provided that asphalt plants can provide the needed materials. The general design of this road is subject to change by Red Ledges; Red Ledges' sole obligation shall be to construct the road in accordance with the requirement(s) of the applicable government entities.

4.1. At Red Ledges' election, it may elect to have Stone Creek finance Red Ledges' portion of the Initial Connector Road Work. In the event that Red Ledges elects to exercise this option, Red Ledges shall notify Stone Creek in writing no later than 30 days after the completion of the Initial Connector Road Work. Within 30 days of receiving notification from Red Ledges, Red Ledges shall provide Stone Creek with the amount of the actual costs incurred by Red Ledges. Red Ledges shall maintain sole discretion of the contract used to perform the Initial Connector Road Work. Red Ledges shall then be obligated to pay Stone Creek the principal amount plus 3% annual simple interest no later than three (3) years after receipt of the funds from Stone Creek.

5. Red Ledges agrees to grant Stone Creek a nonexclusive easement solely for the purpose of storm water drainage and retention (the "Retention System") as per the mutually agreed upon Retention Pond design set forth as Exhibit C, located in the proposed public park at the south-west corner of the Red Ledges property, west of the Bypass Road and south of the Stone Creek property. An Easement Agreement, in the form attached hereto as Exhibit D shall be executed and recorded contemporaneously with this Agreement. The parties agree to jointly approach the City for the approval of the design as set forth in Exhibit C. If the City does not approve the design, Stone Creek and Red Ledges will work with the City in good faith to create an approved design, however, Red Ledges will have no obligation to grant Stone Creek an

easement over any additional or different land than shown in Exhibit D.

5.1. Regarding the mutually agreed upon design and location of the Retention System, as set forth in Exhibit C, the parties agree as follows:

5.1.1. Stone Creek shall be solely responsible to construct and for the entirety of all costs related to the design and construction of the Retention System and shall indemnify and hold Red Ledges harmless from any claims associated with the same. The facilities to be constructed are shown in Exhibit E.

Stone Creek shall be completely responsible for disposing of all vegetation, stumps, roots, debris, and excess excavated earthen material associated with clearing, grubbing and excavating the site to construct the Retention System. Stone Creek shall also hydroseed with a native seed mix selected by Red Ledges any areas that are disturbed during construction.

5.1.2. Stone Creek shall be fully responsible for the maintenance and repair of the Retention System and all costs associated therewith, and shall indemnify and hold Red Ledges harmless from any claims associated with the same.

5.1.3. Stone Creek agrees to indemnify and hold Red Ledges harmless from any and all claims that arise from or relate to the Retention System, including but not limited to any claims that allege the Retention System was improperly designed, constructed, and/or maintained.

5.1.4. Stone Creek shall not suffer nor permit any mechanic's or materialmen's liens of any kind or nature to be recorded or enforced against the easement or any Red Ledges property for any work done or materials furnished in connection with the Retention System or otherwise, and Stone Creek shall indemnify and hold Red Ledges harmless from any and all liens, claims, demands, costs, and expense of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

5.1.5. The easement provided by Red Ledges shall be nonexclusive. Red Ledges may grant other easements, including but not limited to a public park or like easement and other utility easements on the same property; provided, Red Ledges will not build or construct any building or other improvement over or across the easement or otherwise alter the easement in a manner which will damage or endanger the Retention System or unreasonably interfere with Stone Creek's ability to construct, operate, maintain or repair the Retention System.

5.1.6. The easement provided by Red Ledges shall expire and be of no effect in the event that Stone Creek (1) fails to build a Retention System within three (3) years of the date of this Agreement; (2) fails to use the Retention System for a period of three (3) years; (3) fails to provide adequate maintenance or repair of the Retention System for a period of sixty (60) days after receiving written notice from Red Ledges

of said failure; or (4) fails to reimburse Red Ledges for any costs associated with the Retention System within thirty (30) days of receiving notice from Red Ledges.

5.1.7. Stone Creek is responsible for designing and constructing the Retention System according to applicable governmental regulations and the following: Sumps shall be placed at the bottom of the retention pond to handle the routine flow of water from the Stone Creek property and (1) the sumps shall be designed and maintained such that water is not visible in the retention pond at most times; except, however, in the event that any particular storm or series of storms creates substantial water overflow exceeding a five-year event ("event storm"); and (2) Stone Creek shall be responsible for cleaning the sumps as is necessary to ensure compliance with this provision, and in no event less than once per year.

5.1.8. Red Ledges shall perform the initial landscaping on the pond, weather permitting. Stone Creek shall maintain the Retention System so as not to interfere, impede, or obstruct the flow of water and/or retention in accordance with the following maintenance guidelines: If water visibly stands in the Pond, Stone Creek must clean up the area within three (3) business days of such water subsiding and further provide notice of its intention to clean up the same unless both Stone Creek and Red Ledges agree in writing to delay cleanup until the proper cleanup conditions exist. "Clean Up" includes, without limitation, the removal of debris, mud, silt, and other items. If any standing storm water causes damage to surrounding grass or other vegetation, Stone Creek shall re-sod or re-seed, as appropriate, the damaged areas and replace any destroyed vegetation.

5.1.9. In the event that Stone Creek fails to clean up, repair, and/or maintain the Retention System as required under this Agreement, then Red Ledges may serve written notice upon Stone Creek setting forth the deficiency and providing Stone Creek three (3) business days to cure the same. If said notice to cure is not complied with, Red Ledges shall have the option (but not the obligation) to take any and all corrective action necessary to cure the deficiency. In such an event, Stone Creek shall pay one and one half (1.5) times the cost of the amount required for Red Ledges to cure the deficiency within seven (7) calendar days of receiving notice of the same.

5.1.10. No later than commencement of construction of the Retention System, Stone Creek shall provide the amount of \$12,500 to be held in a fund by a mutually agreed upon 3rd party that may be drawn upon for the purpose of maintaining the Retention System. Any such withdrawal shall require the express written consent of both Red Ledges and the Stone Creek HOA. The Stone Creek HOA will replace any funds used within 90 days so as to maintain a fund balance of \$12,500. This remedy shall be in addition to all other remedies provided in this Agreement or at law.

5.1.11. Stone Creek shall maintain at all times a General Liability Insurance Policy in the amount of \$1,000,000, with Red Ledges named as an additional insured covering the Retention System and the related real and personal property.

6. Stone Creek and its officers, directors, employees, agents, members, predecessors, successors, and affiliates (collectively the "Stone Creek Releasors") does hereby release Red Ledges and its officers, directors, employees, agents, members, predecessors, successors, and affiliates (including Red Ledges, LLC) (collectively the "Red Ledges Releasees") of and from any and all claims, liens, liabilities, obligations, debts, demands, suits, actions, causes of action, judgments, attorneys' fees, expenses, and rights of subrogation or indemnification, of any kind or nature whatsoever, in law or equity, past or present, whether known or unknown, latent or patent that any of the Stone Creek Releasors may have against any of the Red Ledges Releasees. Nothing in this paragraph is intended to nor shall it release or waive any right or obligation of any of the Parties under this Agreement.

7. Red Ledges and its officers, directors, employees, agents, members, predecessors, successors, and affiliates (collectively the "Red Ledges Releasors") does hereby release Stone Creek and its officers, directors, employees, agents, members, predecessors, successors, and affiliates (collectively the "Stone Creek Releasees") of and from any and all claims, liens, liabilities, obligations, debts, demands, suits, actions, causes of action, judgments, attorneys' fees, expenses, and rights of subrogation or indemnification, of any kind or nature whatsoever, in law or equity, past or present, whether known or unknown, latent or patent that any of the Red Ledges Releasors may have against any of the Stone Creek Releasees. Nothing in this paragraph is intended to nor shall it release or waive any right or obligation of any of the Parties under this Agreement.

8. Stone Creek agrees to form an HOA with provisions acceptable to Red Ledges that binds the HOA to the terms of this Agreement as Stone Creek's successor in interest, including specifically the provisions of Sections 5 herein.

9. The Parties covenant, warrant, and represent that they have, either through themselves or through their respective attorneys, fully investigated to their full satisfaction all facts surrounding the various claims, controversies, and disputes that may exist or arise between them and against one another and are fully advised and satisfied with the terms and effect of this Agreement. Additionally, the Parties covenant, warrant, and represent that they have read this Agreement and that they are fully authorized to execute this Agreement on behalf of the Party in the capacity shown. The Parties also covenant, warrant, and represent that they have not assigned or transferred any of their rights to any of the claims, demands, or actions described herein and that they are lawfully entitled to make this Agreement and to receive the satisfaction described herein. The Parties further covenant, warrant, and represent that each Party executes this Agreement according to its own free will and acts without time constraints, fraud, duress, or undue influence of any kind.

10. The Parties acknowledge that they have each participated in the preparation of this Agreement, that they have consulted or have had the right to consult an attorney of their choice concerning this Agreement and, in the event that any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any Party with respect to the drafting hereof.

11. This Agreement shall be construed in accordance with, and governed by the internal laws of the State of Utah, without giving effect to that state's conflicts of laws, principles, or choice of laws rule, and the Parties expressly agree that the Utah Fourth District Court, in and for the County of Wasatch, shall be the exclusive forum and venue for resolving any disputed matter of this Agreement.

12. This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

13. In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful Party in the action shall pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees and legal costs.

14. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if placed in writing and signed by each Party or an authorized representative of each Party.

15. The Parties agree that this Agreement may be executed in multiple counterparts and, upon such execution, all the counterparts taken together shall constitute one and the same agreement. Counterparts and signatures transmitted by facsimile or email (pdf) shall be valid and effective as originals.

16. The Parties represent and warrant that they have the full right, power, and authority to enter into this Agreement and each agreement, document, and instrument to be executed pursuant to this Agreement and to carry out the transactions contemplated hereby. Red Ledges Land Development, Inc. further represents and warrants that its execution of this agreement will bind all of its predecessors, affiliates (including Red Ledges, LLC), successors, assigns, members, officers, and agents. Stone Creek Properties 2, LLC further represents and warrants that its execution of this agreement will bind all of its predecessors (including Stone Creek Properties, LLC), affiliates (including Stone Creek, LLC and STONE CREEK HOA), successors, assigns, members, officers, and agents (including Blackstone Creek, LLC).

17. **Definitions.** Whenever used in this Agreement the following terms shall have the meaning set forth below:


- 17.1. "Bypass Road" shall have the same meaning as when used in the "Fourth Amendment to Interlocal Agreement Regarding the "Red Ledges' Property" (the "Interlocal Agreement").
- 17.2. "Connector Road" shall have the same meaning as when used in the Interlocal Agreement.
- 17.3. "Initial Connector Road Work" shall mean and refer to the installation of storm drain, curb, gutter and asphalt of the Connector Road between Mill Road and the first entrance to the Stone Creek property located in the North-West corner of the Stone Creek Property (approximately 300-400 feet total). The "Initial Connector Road Work" shall not include the

preparation or installation of any underground utilities, for which Red Ledges shall have no responsibility.

- 17.4. "the County" shall mean and refer to Wasatch County a political subdivision of the State of Utah.
- 17.5. "the City" shall mean and refer to Heber City, a political subdivision of the State of Utah.
- 17.6. "Twin Creeks" shall mean and refer to Twin Creeks Special Service District, a political subdivision of the State of Utah.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Red Ledges Land Development, Inc.

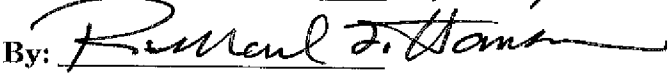


By: TODD R CATES

Its: VP

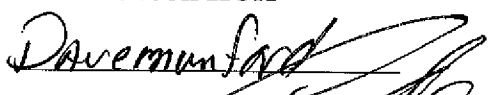
Stone Creek Properties 2, LLC

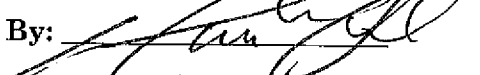
BLACKSTONE CREEK, LLC, SUCCESSOR TO STONE CREEK PROPERTIES 2, LLC

By: 

Its: VP

Stone Creek HOA



By: 

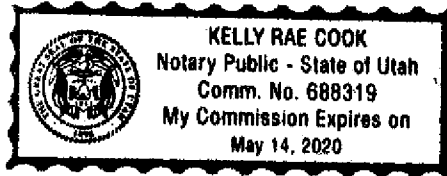
Its: Member Manager

State of Utah)
:ss

County of ~~Salt Lake~~ Wasatch

The foregoing instrument was acknowledged before me this 19 day of July, 2017 by Todd Cotes the VP of Red Ledges Land Development, Inc.

Kelly Rae Cook
Notary Public



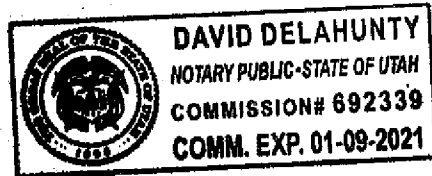
State of Utah)
:ss

County of Salt Lake)

The foregoing instrument was acknowledged before me this 17th day of July, 2017 by Rich Hansen the V.P. of Stone Creek Properties 2, LLC

↳ Bluestone Creek Successor in Interest

[Signature]
Notary Public



State of Utah)
:ss

County of Salt Lake)

The foregoing instrument was acknowledged before me this 17 day of July, 2017 by Dave Munkit the Manager member of Stone Creek Hoa.

[Signature]
Notary Public

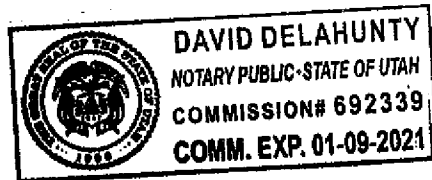


Exhibit 'A'

AFTER RECORDATION PLEASE RETURN TO:
HEBER CITY CORPORATION
75 NORTH MAIN STREET
HEBER CITY, UT 84032

GRANT OF RIGHT-OF-WAY EASEMENT TO HEBER CITY

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Property Owner, RED LEDGES LAND DEVELOPMENT, INC., as GRANTOR(S) hereby grant to HEBER CITY, a municipal corporation situated in Wasatch County, the State of Utah, (herein after referred to as "CITY"), a permanent easement of right-of-way sixty-six (66) feet in width for the purpose of laying underground utilities, and other appurtenant underground and surface structures related to public roads and utilities, hereinafter referred to as "said facilities," together with the right to construct, operate, maintain, repair and replace said facilities, and the right of ingress and egress for such purposes. Said easement is described as follows:

(See Attached Exhibit 'A' for Legal Description and location map)

GRANTOR waives any right to compel CITY to grade, surface, or otherwise improve or maintain said easement area.

GRANTOR shall not increase or decrease or permit to be increased or decreased the ground elevations of said easement existing at the time this document is executed, nor construct or permit to be constructed any permanent building, structures, improvements, landscaping, or other encroachment upon said easement, without the express written consent in advance of the CITY.

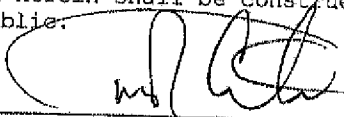
GRANTOR further grants to CITY the right to assign any or all of the rights granted in this easement in whole or in part to other companies providing public utilities or communication facilities/services. CITY recognizes the private nature of Grantor's development and will limit access to the easement to only those parties involved in construction and maintenance of said facilities.

CITY may remove from the easement any building, structure, improvement or other encroachments thereon conflicting, interfering or inconsistent with its use for the purposes hereby granted. CITY shall have the right to install its own locks or receive gate codes in all fences and gates which now cross or may hereafter cross said easement, as well as provide a drivable surface over said easement to facilitate access. Fences constructed around or through the easement shall contain a 12-foot wide gate for CITY access. CITY shall cause that the roads within this easement will be returned to pre-construction conditions after all such utilities are installed.

CITY and Grantor agree to indemnify each other and hold harmless from any and all liabilities, including attorneys' fees, incident to each party's or their agents use of the Easement provided herein.

Nothing contained herein shall be construed to provide an easement of ingress or egress to the general public.

GRANTOR:



TODD R. CATES VP
(Printed Name / Title)

Date: 3/22/16

STATE OF Utah)
 : ss.
COUNTY OF Wasatch)

On the 22 day of March, 2016, personally appeared before me
Todd R. Cates, Vice President of Red Ledges Land Development, Inc. which corporation is
the owner of the property described in the attached Exhibit A, and duly acknowledged to
me that they executed the same.



Kelly Rae Cook
NOTARY PUBLIC

Easement Exhibit A

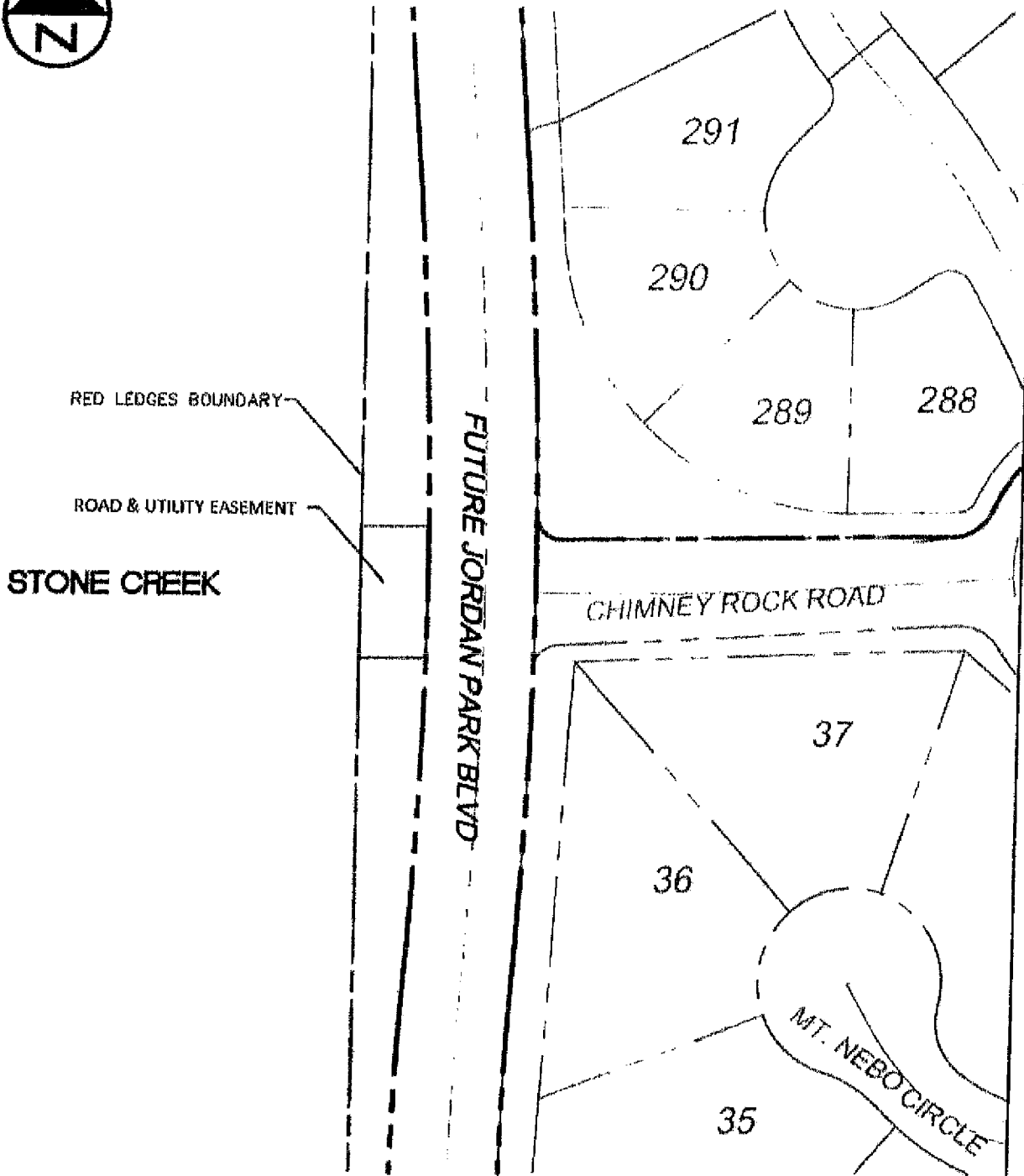
JORDAN PARK BLVD UTILITY EASEMENT

BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°22'55" EAST BETWEEN THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND THE SOUTH QUARTER CORNER OF SAID SECTION 28.

BEGINNING AT A POINT ALONG THE RED LEDGES BOUNDARY, AS RECORDED IN THE WASATCH COUNTY SURVEYORS OFFICE AS ENTRY 1878-A AND 1878-B, SAID POINT BEING NORTH 89°22'55" EAST 1461.21 FEET ALONG THE SECTION LINE AND SOUTH 2676.91 FEET FROM THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°44'34" EAST 41.25 FEET TO A POINT ON THE FUTURE JORDAN PARK BLVD WEST RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTHWESTERLY 80.01 FEET ALONG THE ARC OF A 2967.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 00°17'14" WEST 80.00 FEET; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 89°44'34" WEST 40.84 FEET TO A POINT ON THE SAID RED LEDGE BOUNDARY; THENCE ALONG SAID RED LEDGES BOUNDARY, NORTH 00°00'32" WEST 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,298 FEET, MORE OR LESS.

ROAD AND UTILITY EASEMENT



RED LEDGES BOUNDARY

ROAD & UTILITY EASEMENT

STONE CREEK

FUTURE JORDAN PARK BLVD

CHIMNEY ROCK ROAD

37

36

35

MT. NEBO CIRCLE



WILDING
ENGINEERING

1428 J SOUTH FRONTAGE DRIVE WY
SANDSPRING, OKLAHOMA 74082
918.255.8112
WWW.WILDINGENGINEERING.COM

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Exhibit "B"

After Recordation Please Mail To:
HEBER CITY CORPORATION
75 NORTH MAIN
HEBER CITY, UT 84032

Space Below For Recorder's Use

WARRANTY DEED

Bladestone Creek, LLC, as Grantor, does hereby CONVEY AND WARRANT against all claiming by, through or under it to HEBER CITY, a corporation organized and existing under the laws of the State of Utah with its principal office at 75 North Main, Heber City, Utah 84032 of Wasatch County, State of Utah, as Grantee, for the sum of Ten dollars, and other good and valuable consideration, the following described tract of land in Wasatch County, State of Utah:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

On this 8th, day of June, 2017, I/we herewith sign this Deed.

Grantor: Bladestone Creek, LLC
By: Richard J. Hansen
Name/Title VICE PRESIDENT

STATE OF Utah
COUNTY OF Salt Lake : ss.

On this 8th day of June, 2017, before me David Delahunty, a notary public, personally appeared Richard Hansen the manager of Bladestone Creek, LLC, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.

My Commission Expires:

[Signature]
NOTARY PUBLIC



April 6, 2017

Description for triangle that is not included in Bypass Road easement on Stone Creek property

The basis of bearing for this description is South 89°48'55" West between the Southwest Corner of Section 33, Township 3 South, Range 5 East, Salt Lake Base and Meridian and the South Quarter Corner of said Section 33.

Beginning at a point along the Red Ledges westerly boundary line, said point being South 89°48'55" West 1202.74 feet and North 3844.45 feet from the South Quarter Corner of Section 33, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running thence Northwesterly 239.15 feet along the arc of a 267.00 foot radius non-tangent curve to the left (chord bears North 64°21'08" West 231.24 feet); thence North 89°57'43" East 208.44 feet to a point on the Red Ledges westerly boundary line; thence along said Red Ledges westerly boundary South 00°00'32" East 100.23 feet to the point of beginning.

Containing 6,345 square feet, more or less
Parcel Number 20-4148

GRANTOR(S)
RED LEDGES LAND DEVELOPMENT, INC.

EXHIBIT "D"

EASEMENT

A public storm drainage easement and storm drainage pond easement located in Section 33, Township 3 south, Range 5 east, Salt Lake Base and Meridian, U.S. Survey.

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTORS hereby grant, convey and set over unto _____ (GRANTEE) a perpetual, nonexclusive right-of-way and easement to construct, maintain, operate, repair, inspect, protect, and replace the equipment necessary for the operation of a storm drain retention pond (FACILITIES), said right-of-way and easement, being situated in Wasatch County, State of Utah, over and through a parcel(s) of the GRANTORS' land more particularly described as follows:

INSERT LEGAL DESCRIPTION HERE

During construction periods, GRANTEE and its contractors may use such portions of the GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. GRANTEE shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use the above-described property provided such use shall not interfere with other rights granted to the GRANTEE hereunder.

This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by the GRANTEE with the written consent of the GRANTOR.

IN WITNESS WHEREOF, the GRANTOR(s) have executed this right-of-way and EASAMENT this _____ of _____, 2017.

GRANTOR(S)

RED LEDGES LAND DEVELOPMENT, INC,

STATE OF UTAH)
) ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2017, personally appeared before me Todd R Cates, Vice President of Red Ledges Land Development, Inc. and executed the same as such.

Notary Public

Exhibit E.

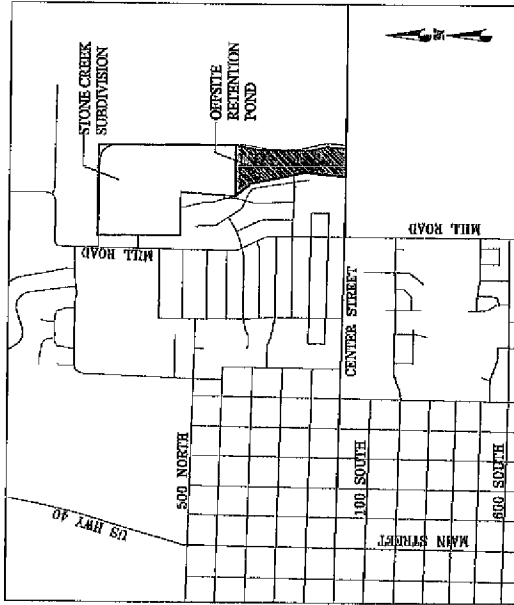
STONE CREEK SUBDIVISION OFFSITE RETENTION POND CONSTRUCTION PLANS

STONE CREEK SUBDIVISION - OFFSITE RETENTION POND - 28 APR 2019



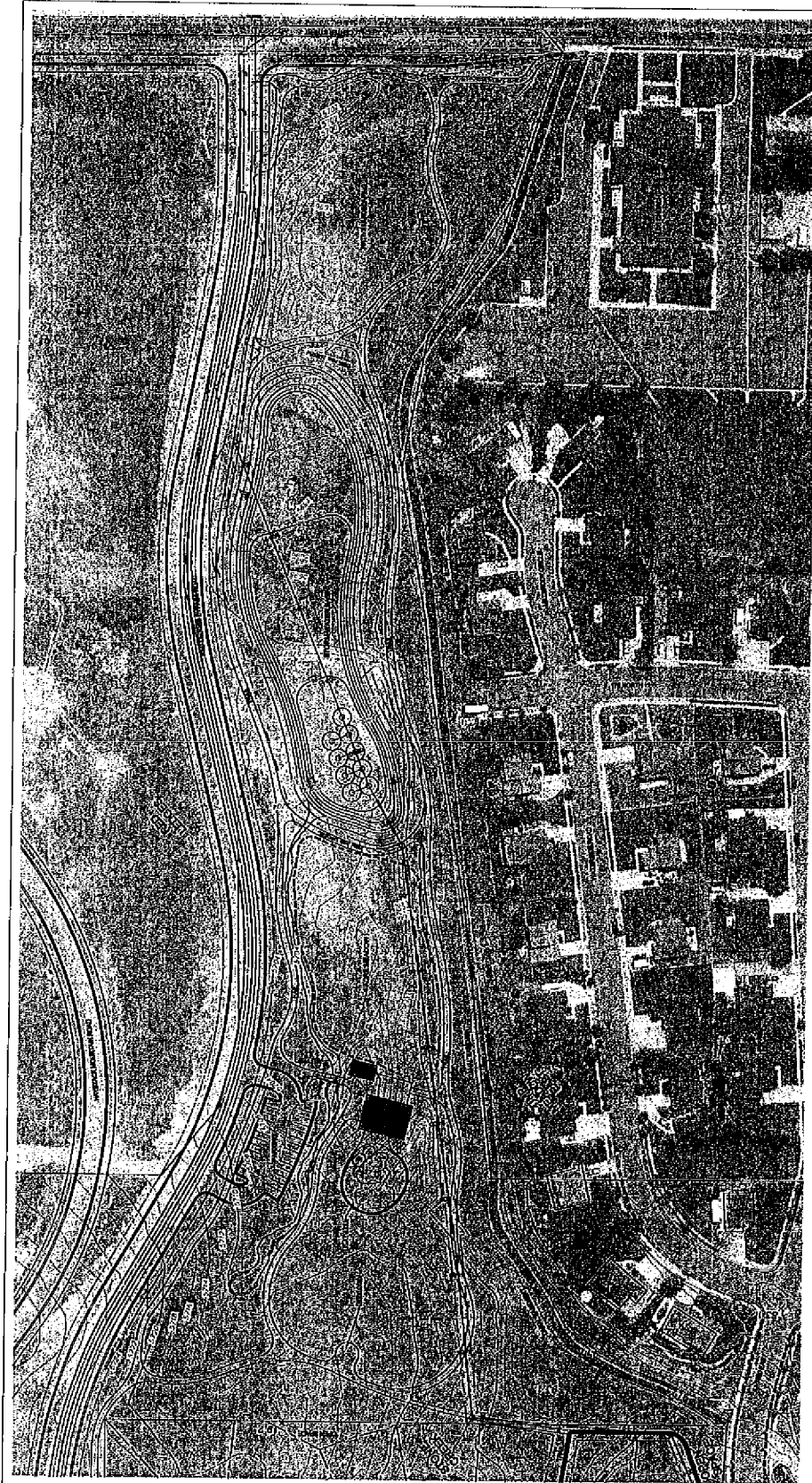
SHEET INDEX

1. SITE PLAN
2. RETENTION POND GRADING PLAN
3. RETENTION POND PLAN & PROFILE

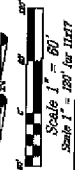


VICINITY MAP

STONE CREEK SUBDIVISION OFFSITE RETENTION POND	
COVER SHEET	
BERG ENGINEERING	
ENGINEER: [Name]	DATE: 28 APR 2019
DRAWN BY: [Name]	SCALE: [Scale]

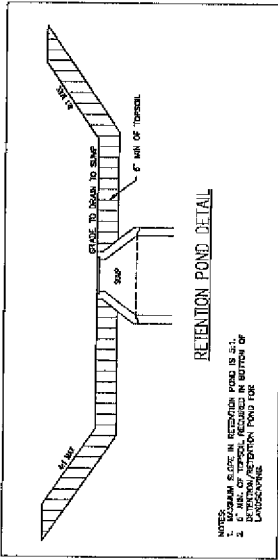
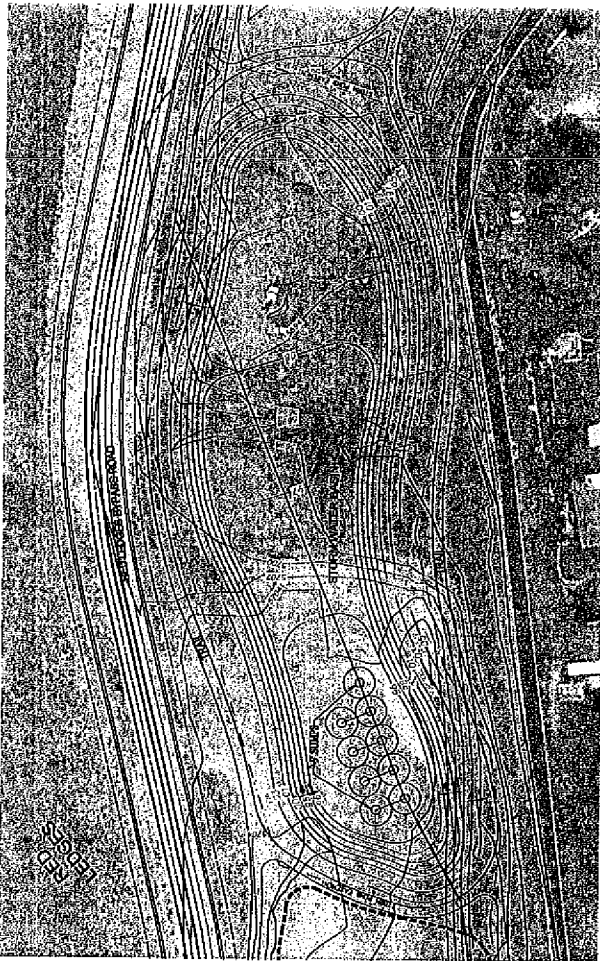


STONE CREEK SUBSTATION
 OFFSITE RETENTION POND
 SITE PLAN



BERBER CITY ENGINEER APPROVAL
 NAME: JAMES E. BERG
 DATE: _____

ALL PAVED AREAS SHALL BE CONSTRUCTED TO A MINIMUM FINISH GRADE OF 1.0% DRAINAGE TO THE POND.
 ALL UNPAVED AREAS SHALL BE CONSTRUCTED TO A MINIMUM FINISH GRADE OF 0.5% DRAINAGE TO THE POND.
 ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
 ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
 ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
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NOTES:
 1. MAINTAIN 6' SIDE IN RETENTION POND IN S.W.
 2. FINISH GRADE TO BE SHOWN IN BOTTOM OF
 LATERAL RETENTION POND DETAIL.

Strom Creek Water Plan
 Stormwater Retention
 Approved for: [Signature]
 Date: 4/17/2017

Table 1.1 - Stormwater Retention Pond Design Data

Parameter	Value
Retention Volume (cu ft)	100,000
Retention Depth (ft)	6
Retention Area (sq ft)	16,667
Retention Volume (cu yd)	3,704
Retention Depth (ft)	6
Retention Area (sq ft)	16,667
Retention Volume (cu yd)	3,704
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Retention Volume (cu yd)	3,704
Retention Depth (ft)	6
Retention Area (sq ft)	16,667
Retention Volume (cu yd)	3,704
Retention Depth (ft)	6
Retention Area (sq ft)	16,667

Values rounded to nearest 0.1. See Notes 1.1.1 and 1.1.2 for details.

CONSTRUCTION NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF HENDERSON SPECIFICATIONS AND STANDARDS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HENDERSON.
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 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HENDERSON.



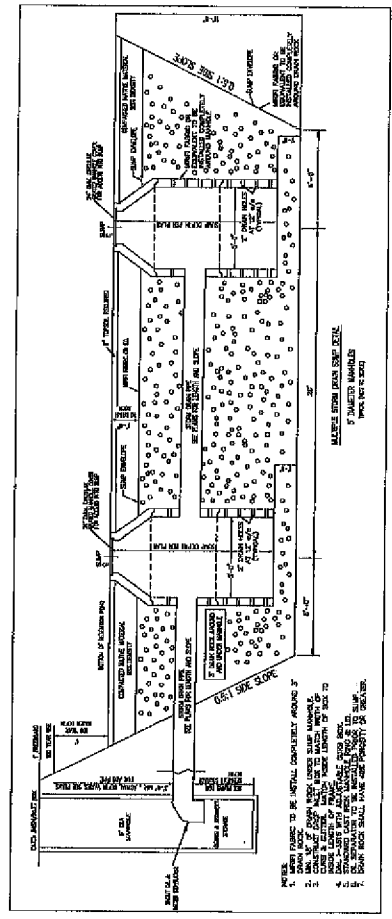
STROM CREEK ENGINEERING
 OFF-SITE RETENTION POND
 RED LEAKS RETENTION
 POND PLAN

BERG ENGINEERING
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 12345
 STATE OF NEVADA

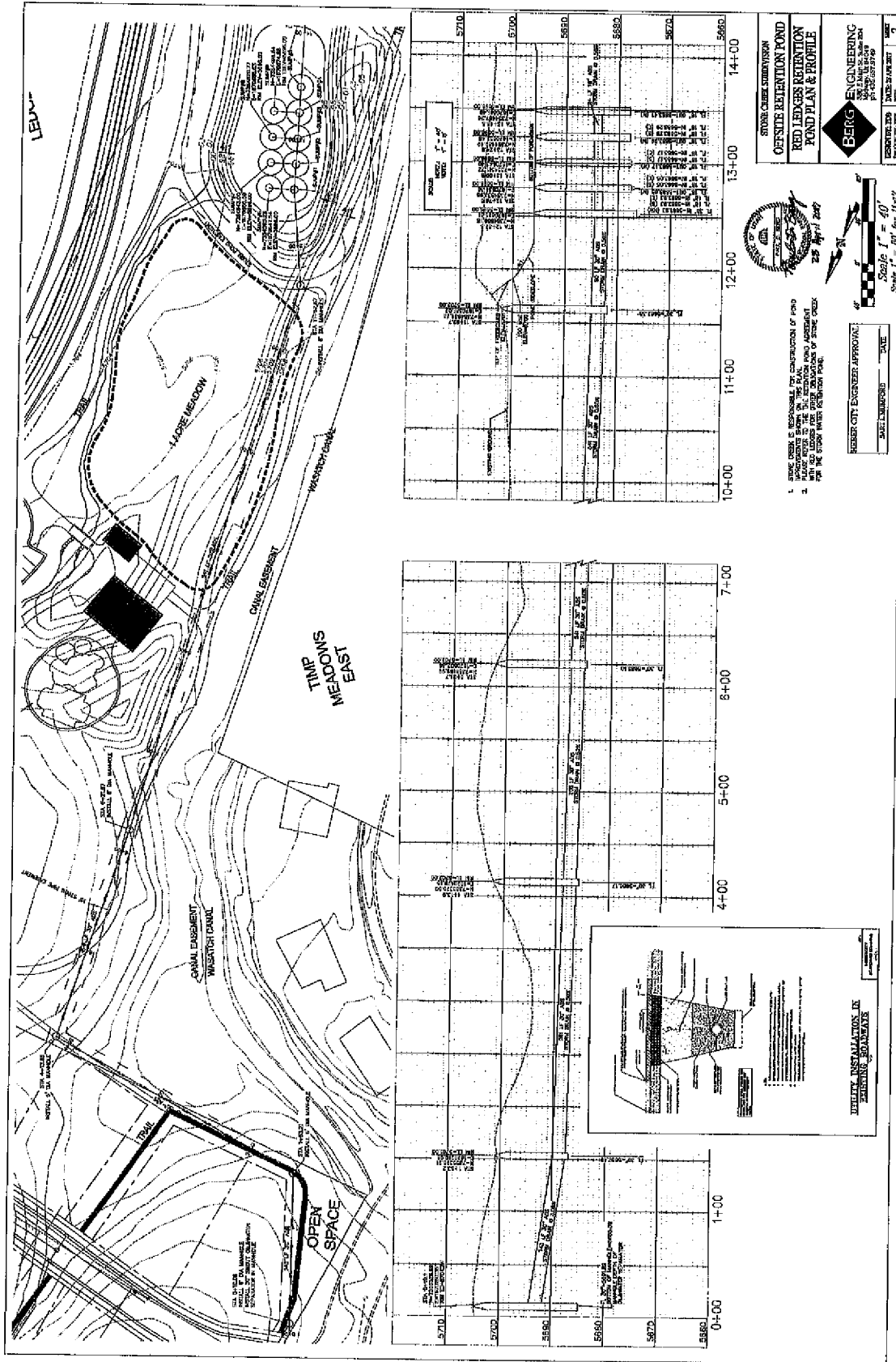
DESIGNED BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 4/17/2017

STROM CREEK ENGINEER APPROVAL
 NAME: [Signature]
 TITLE: [Title]

DATE: 4/17/2017



NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF HENDERSON SPECIFICATIONS AND STANDARDS.
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1. ENGINEER IS RESPONSIBLE FOR CONSTRUCTION OF POND
2. ALWAYS REFER TO THE RETENTION POND AGREEMENT FOR THE EXISTING WATER POND PLAN.



Scale 1" = 40'
 Scale 1" = 80' for 1:15'

HEBER CITY ENGINEER APPROVAL:
 DATE: _____ TIME: _____

STORM WATER RETENTION
OFFSITE RETENTION POND
 RED LENS RETENTION
 POND PLAN & PROFILE



ENGINEER: STEVEN C. BERG
 LICENSE NO. 12345
 EXPIRES: 12/31/2011
 DRAWN BY: JSC
 SHEET NO. 3