

WHEN RECORDED RETURN TO:

Robert H. Hughes
Parsons Behle & Latimer
201 South Main Street, Suite 1800
Salt Lake City, UT 84111

Ent 458112 Bk 1238 Pg 1585-1600
Date: 16-NOV-2018 4:17:31PM
Fee: \$44.00 Check Filed By: TC
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: HOGGAN LORRIE

**KING'S LIGHT SHARED USE, MAINTENANCE, AND
EASEMENT AGREEMENT – LOTS 4, 5, AND 6**

This KING'S LIGHT SHARED USE, MAINTENANCE, AND EASEMENT AGREEMENT – LOTS 4, 5, AND 6 ("**Agreement**") is entered into as of the 14th day of November, 2018, by and among STORIED DEER VALLEY, LLC, a Delaware limited liability company ("**Storied**"), the TUHAYE HOME OWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("**Association**"), and JORDANELLE SPECIAL SERVICE DISTRICT, INC., a body corporate and politic ("**JSSD**"). Storied, the Association, and JSSD are sometimes individually referred to in this Agreement as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, pursuant to that certain *Assignment and Assumption Agreement Regarding Declarant's Rights Under Declaration of Covenants, Conditions and Restrictions for Tuhaye*, recorded as Entry No. 447959 in the records of the Wasatch County Recorder, Storied is the Declarant under the *Declaration of Covenants, Conditions and Restrictions for Tuhaye, a Planned Community*, recorded as Entry No. 258750 in the records of the Wasatch County Recorder, as amended ("**Declaration**") and is currently developing the multi-family residential development commonly known as "Tuhaye" within Wasatch County, Utah;

WHEREAS, the Association is the homeowner's association created to administer the terms and conditions of the Declaration, the members of which Association are owners within the Tuhaye Project. The Bylaws of the Association authorize the Association to enter into an agreement to pay the costs of services rendered by the Association in accordance with the terms and provisions of this Agreement and the Declaration;

WHEREAS, JSSD, with offices located at 5780 North Old Highway 40, P.O. Box 519, Heber City, Utah 84032, is a Special Service District organized and existing under the laws of the State of Utah;

WHEREAS, Storied is the owner of those certain lots in Wasatch County, Utah, described as Lot 4, Lot 5, and Lot 6 of Tuhaye Twin Peaks Subdivision Phase "C" ("**Lots**"), as shown on a plat recorded on January 14, 2013, in the Office of the Wasatch County Recorder as Entry Number 385896 in Book 1072 at Page 394-443, as may be further amended and/or supplemented from time to time ("**Plat**");

WHEREAS, Storied is also the owner of those certain parcels in Wasatch County, Utah, described as Open Space 2 (being approximately 63.74 acres) and Open Space 4 (being approximately 2.69 acres) of the Tuhaye Twin Peaks Subdivision Phase "C", as shown on the Plat ("**Open Space**");

WHEREAS, JSSD is the owner of that certain real property in Wasatch County, Utah, described as the JSSD Tank Site (being approximately 0.72 acres) of the Tuhaye Twin Peaks Subdivision Phase "C", as shown on the Plat ("**Tank Site**"), and JSSD is the owner of an existing water storage tank located on the Tank Site ("**Existing Tank**");

WHEREAS, the Lots, the Open Space, and the Tank Site are adjacent lots and parcels on which, pursuant to the current development plans, will be installed, constructed, and shared a certain permanent asphalt road or other approved roadway surface, as well as any curb cuts, entrances, exits, gates, driveways, or sidewalks related to same (as such may be improved, altered, modified, and/or relocated from time to time)(collectively, the "**Private Street**") in the location more particularly described on Exhibit "A" attached hereto and incorporated herewith (the "**Easement Area**");

WHEREAS, the parcel known as Open Space 4 is a parcel on which, pursuant to the current development plans, will be installed and constructed certain culinary water lines, a tank vault, a parking area, and associated facilities necessary to make the Existing Tank operational and connect it to water lines to be constructed in Sundowner Ridge Drive (those lines, vault, parking area and associated facilities, collectively, the "**Ancillary Tank Facilities**") in the location generally depicted on Exhibit "B" attached hereto and incorporated herewith (the "**Ancillary Easement Area**")

WHEREAS, the Parties desire to establish rights and obligations with respect to the shared use of the Private Street within the Easement Area, including ingress and egress by the Parties in, out, and through the Tank Site and the Open Space by, along, and across the Private Street, and the shared use of any electric, telephone, telecommunication, gas, and drainage lines, and other utility connections, facilities, or other equipment located or to be located within the Easement Area (as such may be improved, altered, modified, and/or relocated from time to time)(collectively, the "**Private Utilities**") (collectively, the Private Street and Private Utilities shall be known as the "**Facilities**");

WHEREAS, the Parties desire to establish JSSD's rights with respect to the use of the Existing Tank and the Ancillary Tank Facilities (together, the "**JSSD Facilities**"), and the Ancillary Easement Area; and,

WHEREAS, the Parties also desire to provide for the maintenance of the Facilities by the Association as Common Area.

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

1. Defined Terms. The owners of the Lots shall hereinafter be defined as "**Owners**". All defined terms delineated with initial capital letters in this Agreement that are not defined herein shall have the meaning ascribed to them in the Declaration. Other terms have the meanings commonly ascribed to them.

2. Easements and Rights.

2.1 Temporary Construction Easement.

2.1.1 Storied, at its sole cost and expense, shall construct and install (i) the Facilities and (ii) the Ancillary Tank Facilities (the "**Work**"). The final design of the Ancillary Tank Facilities is subject to JSSD approval, such approval not to be unreasonably withheld, condition or delayed. Construction of the Ancillary Tank Facilities must comply with JSSD's Design and Construction Standards.

2.1.2 Subject to the terms and conditions contained herein, the JSSD hereby GRANTS AND CONVEYS to Storied a non-exclusive temporary construction easement ("**Temporary Construction Easement**") across that portion of the Easement Area located on the Tank Site necessary or desirable to perform the Work (that area, the "**Temporary Construction Easement Area**").

2.1.3 Storied shall have the right to (a) remove trees and other vegetation within the Temporary Construction Easement Area to the extent necessary to complete the Work and in accordance with all applicable laws, rules and/or ordinances pertaining to the removal of trees, and (b)

remove such fences, buildings and other obstructions as may now be found within the Temporary Construction Easement as necessary to complete the Work; provided, however (x) Storied agrees that it will take reasonable efforts to minimize the removal of such trees and other vegetation to the extent practical, and (y) Storied will reconstruct and restore, at its sole cost and expense, any fences or other improvements destroyed, removed, or altered in connection with the Work in a good and workmanlike manner to substantially the same condition than they existed prior to commencement of the Work. Notwithstanding the foregoing, Storied shall not remove, alter, or damage the JSSD Facilities, and shall cause any contractors to take reasonable precautions to avoid damaging the JSSD Facilities. Storied will reconstruct and restore, at its sole cost and expense, any JSSD Facilities destroyed, removed, or altered in connection with the Work in a good and workmanlike manner to substantially the same condition than they existed prior to commencement of the Work.

2.1.4 The Temporary Construction Easement shall fully and absolutely terminate and be of no further force and effect on the date which the Work is fully complete and Storied has removed all equipment and materials ("**Temporary Construction Easement Termination Date**"). Upon the occurrence of the Temporary Construction Easement Termination Date, all rights of Storied in and to the Temporary Construction Easement Area shall, automatically (without the need for any further documentation), fully and unconditionally terminate, whereupon Storied shall have no right of entry or use thereof whatsoever relating to the Temporary Construction Easement.

2.2 Private Street, Use, and Access.

2.2.1 JSSD hereby GRANTS AND CONVEYS to Storied, for itself and its successors and assigns, including all successive Owners of the Lots, and their respective guests, invitees, tenants, contractors and agents, a perpetual, non-exclusive easement for pedestrian and vehicular (including, but not limited to, passenger, service and delivery vehicles) ingress and egress to and from the Lots over, across, upon, and through that portion of the Easement Area located on the Tank Site. The easement granted in this Section 2.2.1 shall include, without limitation, the right to maintain, improve, remove, or alter such Private Street pursuant to this Agreement and to use of all curb cuts, entrances, exits, gates, driveways, sidewalks, service drives, and access drives to all public or private roads adjoining the Private Street as may now exist or as may subsequently be constructed, including but not limited to Sundowner Ridge Drive. JSSD, for itself, and for the benefit of any subsequent owners of the Tank Site, reserves the right to use all or part of the Easement Area in conjunction with Storied, as long as such further uses and/or conveyances are subject to the terms of this Agreement.

2.2.2 JSSD hereby GRANTS AND CONVEYS to the Association, for itself and its successors and assigns, including all members of the Association, and their respective guests, invitees, tenants, contractors and agents, a perpetual, non-exclusive easement for pedestrian and vehicular (including, but not limited to, passenger, service and delivery vehicles) ingress and egress to and from the Open Space over, across, upon, and through that portion of the Easement Area located within the Tank Site. The easement granted in this Section 2.2.2 shall include, without limitation, the right to maintain, improve, remove, or alter such Private Street pursuant to this Agreement and to use of all curb cuts, entrances, exits, gates, driveways, sidewalks, service drives, and access drives to all public or private roads adjoining the Private Street as may now exist or as may subsequently be constructed, including but not limited to Sundowner Ridge Drive. JSSD, for itself, and for the benefit of any subsequent owners of the Tank Site, reserves the right to use all or part of the Easement Area in conjunction with the Association and its members, as long as such further uses and/or conveyances are subject to the terms of this Agreement.

2.2.3 Storied hereby GRANTS AND CONVEYS to JSSD, for itself and its successors and assigns, including all successive owners of the Tank Site, and their respective guests, invitees, tenants, contractors and agents, a perpetual, non-exclusive easement for pedestrian and vehicular (including, but not limited to, passenger, service and delivery vehicles) ingress and egress to and from the Tank Site and the Ancillary Easement Area over, across, upon, and through that portion of the Easement Area located within the Open Space. The easement granted in this Section 2.2.3 shall include, without limitation, the right to use of all curb cuts, entrances, exits, gates, driveways, sidewalks, service drives, and access drives to all public or private roads adjoining the Private Street as may now exist or as may subsequently be constructed, including but not limited to Sundowner Ridge Drive. Storied, for itself, and for the benefit of any subsequent owners of the Open Space, reserves the right to use all or part of the Easement Area in conjunction with JSSD, as long as such further uses and/or conveyances are subject to the terms of this Agreement.

2.2.4 Storied hereby GRANTS AND CONVEYS to JSSD, for itself and its successors and assigns, including all successive owners of the Tank Site, and their respective guests, invitees, tenants, contractors and agents, a perpetual, non-exclusive easement to use and occupy the Ancillary Easement Area for the purpose of owning, operating, maintaining, repairing, and replacing the Ancillary Tank Facilities.

2.2.5 Storied hereby GRANTS AND CONVEYS to the Association, for itself and its successors and assigns, including all members of the Association, and their respective guests, invitees, tenants, contractors and agents, a perpetual, non-exclusive easement for pedestrian and vehicular (including, but not limited to, passenger, service and delivery vehicles) ingress and egress over, across, upon, and through that portion of the Easement Area located within the Open Space. The easement granted in this Section 2.2.5 shall include, without limitation, the right to maintain, improve, remove, or alter such Private Street pursuant to this Agreement and to use of all curb cuts, entrances, exits, gates, driveways, sidewalks, service drives, and access drives to all public or private roads adjoining the Private Street as may now exist or as may subsequently be constructed, including but not limited to Sundowner Ridge Drive. Storied, for itself, and for the benefit of any subsequent owners of the Open Space, reserves the right to use all or part of the Easement Area in conjunction with the Association, as long as such further uses and/or conveyances are subject to the terms of this Agreement.

2.2.6 Storied hereby GRANTS AND CONVEYS to the Owners of the Lots, their successors and assigns, and their respective guests, invitees, tenants, contractors and agents, a perpetual, non-exclusive easement for pedestrian and vehicular (including, but not limited to, passenger, service and delivery vehicles) ingress and egress to and from the Lots over, across, upon, and through that portion of the Easement Area located within the Open Space. The easement granted in this Section 2.2.6 shall include, without limitation, the right to maintain, improve, remove, or alter such Private Street as necessary to comply with Section 3.6 of this Agreement and the use of all curb cuts, entrances, exits, gates, driveways, and sidewalks to all public or private roads adjoining the Private Street as may now exist or as may subsequently be constructed, including but not limited to Sundowner Ridge Drive. Storied, for itself, and for the benefit of any subsequent owners of the Open Space, reserves the right to use all or part of the Easement Area in conjunction with the Owners of the Lots, as long as such further uses and/or conveyances are subject to the terms of this Agreement.

2.3 Private Utilities Use, Maintenance, and Access.

2.3.1 JSSD hereby GRANTS AND CONVEYS to Storied, for itself and its successors and assigns, including all successive Owners of the Lots, and their respective invitees, tenants, contractors, and agents, a perpetual, non-exclusive easement to install, access, maintain, improve, remove, alter, and use Private Utilities located now, or to be located in the future, within, under, or through the portion of the Easement Area within the Tank Site pursuant to the terms of this Agreement.

2.3.2 JSSD hereby GRANTS AND CONVEYS to the Association, for itself and its successors and assigns, including all successive members of the Association, and their respective invitees, tenants, contractors, and agents, a perpetual, non-exclusive easement to install, access, maintain, improve, remove, alter, and use Private Utilities located now, or to be located in the future, within, under, or through the portion of the Easement Area within the Tank Site pursuant to the terms of this Agreement.

2.3.3 Storied hereby GRANTS AND CONVEYS to JSSD, for itself and its successors and assigns, including all successive owners of the Tank Site, and their respective invitees, tenants, contractors and agents, a perpetual, non-exclusive easement to install, access, maintain, improve, remove, alter, and use Private Utilities and water and sewer infrastructure located now, or to be located in the future within, under, or through the portion of the Easement Area within the Open Space pursuant to the terms of this Agreement.

2.3.4 Storied hereby GRANTS AND CONVEYS to the Association, for itself and its successors and assigns, and their respective invitees, tenants, contractors, and agents, a perpetual, non-exclusive easement to access, maintain, improve, remove, alter, and use the Private Utilities located within, under, or through the portion of the Easement Area within the Open Space pursuant to the terms of this Agreement.

2.3.5 Storied hereby GRANTS AND CONVEYS to the Owners of the Lots, their successors and assigns, and their respective invitees, tenants, contractors, and agents, a perpetual, non-exclusive easement to access, maintain, improve, remove, alter, and use the Private Utilities located within, under, or through the portion of the Easement Area within the Open Space as necessary to comply with Section 3.6 of this Agreement.

2.4 Character of Easements. The easements granted in Section 2.2.1, Section 2.2.6, Section 2.3.1, and Section 2.3.5 above are appurtenant to the Lots and any portions thereof. The easements granted in Section 2.2.3, Section 2.2.4, and Section 2.3.3 above are appurtenant to the Tank Site and any portions thereof. The easements granted in Section 2.2.2, Section 2.2.5, Section 2.3.2, and Section 2.3.4 above are appurtenant to the Open Space and any portions thereof.

3. Maintenance and Operation.

3.1 Private Street. Except for those portions of the Facilities to be maintained by the Owners in accordance to Section 3.3, the Facilities are hereby designated as Common Area to be maintained by the Association in good condition and repair, ordinary wear and tear excepted. The Association further agrees to perform any capital improvements or repairs necessary or required to discharge its obligations hereunder and shall be responsible for all snow removal on the Private Street. The Association may modify, repair, maintain, improve, alter, reconstruct, or relocate all or any portion

of the Facilities in such manner as the Association may reasonably determine to be in the interest of the members of the Association; provided however, that, unless prescribed by applicable legal requirements, in no event will the Association eliminate altogether any of the Facilities without first securing the prior written consent of JSSD and the Owners, which consent shall in no event be unreasonably withheld, condition or delayed. All costs and expenses related to the maintenance of the Facilities performed pursuant to the terms of this Agreement shall be paid out of Assessments levied by the Association pursuant to the Declaration.

3.2 Rules and Regulations for Use of Private Street. As Common Area to be maintained and administered by the Association pursuant to the terms of this Agreement and the Declaration, the Association shall have the right to adopt reasonable rules and regulations governing the use of the Private Street ("**Private Street Rules**"). In the event any such Private Street Rules are adopted by the Association, such Private Street Rules shall (i) be published by the Association for the information of the owners of the Tank Site and the Owners, and (ii) shall be applied and enforced in a non-discriminatory manner.

3.3 Owner Maintenance. Those portions of the Facilities that solely serve a Lot, including the individual driveways leading to each Lot (the "**Private Facilities**") shall be maintained, repaired, and replaced by the Owner of the Lot served by such Private Facilities, at such Owner's sole cost and expense. The Association shall not be responsible for snow removal on any portion of the Private Facilities. Those portions of the Facilities that solely serve the Tank Site shall be maintained, repaired, and replaced by JSSD, at its sole cost and expense. All Private Utilities that solely serve the Open Space shall be maintained, repaired, and replaced by the Association as Common Area in accordance with the Declaration.

3.4 Failure to Maintain. If the Association fails to fulfill its maintenance obligations set forth in this Article 3 in a timely and in a reasonable manner, the JSSD and the Owners may so notify the Association. The notice shall be in writing and shall set forth with specificity the maintenance that was not performed. Within ten (10) days after delivery of such written notice, the Parties shall meet and confer in good faith to establish reasonable maintenance standards for the Association to implement. If the Association has not fulfilled its maintenance obligation in accordance with the established maintenance standards within thirty (30) days after such conference (or, if the maintenance obligation cannot be fulfilled within thirty (30) days, the Association has failed to commence implementing maintenance in accordance with such standards or thereafter does not diligently complete such maintenance), the notifying Owner or the JSSD (a "**Maintaining Owner**") shall have the right, but not the obligation, to perform the required maintenance pursuant to the terms of this Agreement (the "**Right to Cure**"). The Maintaining Owner shall deliver written notice to the Association at least fifteen (15) days' prior to exercising such Right to Cure. The Maintaining Owner shall deliver an invoice to the Association for the costs and expenses reasonably incurred in performing such maintenance and the Association shall reimburse same within thirty (30) days after receipt of the invoice. All such costs and expenses not reimbursed when due shall bear interest at the maximum rate allowed by law.

3.5 Meetings. Within ten (10) days of a request by either Party, the Parties shall meet to discuss the operation, maintenance, repair and or replacement of the Facilities, as provided in this Agreement.

3.6 Construction Damage. Notwithstanding anything in this Agreement to the contrary, if an Owner or an Owner's builder, contractor, or other invitee damages or destroys any

portion of the Facilities during the construction of a residence or other improvement on such Owner's property, the Owner pursuing such construction ("**Constructing Owner**") shall be required to repair and restore the Facilities to substantially the same condition in which the Facilities existed prior to any such damage or destruction, at such Constructing Owner's sole expense. Any repair or restoration work must be commenced within a reasonable period of time not to exceed 30 days after the date the Constructing Owner is notified in writing of the damage by the other Owner or the Association and diligently pursued until such repair or restoration work is completed. All such repair or replacement work must comply with all laws, ordinances, regulations, and rules of governmental and quasi-governmental authorities with jurisdiction over the Lots, as well as all requirements of the Agreement.

4. Damage or Destruction. If the Facilities are destroyed or damaged by a hazard that is insured against, restoration or repair shall be performed by the Association to the extent insurance proceeds are sufficient to perform such repair or restoration. If the proceeds of insurance are not sufficient to cause such repair or restoration, the additional cost that is not covered by insurance proceeds shall be paid for by the Association. Notwithstanding the foregoing, any Party or Owner shall be solely responsible for any damage to the Facilities, or any portion thereof, if the damage is sustained because of the negligence or willful misconduct of such Party.

5. Insurance.

5.1 Storied and the Association shall, at all times during the term of this Agreement, keep or cause to be kept in force a policy or policies of comprehensive general liability insurance, or an endorsement on a blanket comprehensive general liability insurance policy or policies, protecting any and all claims and liabilities arising out of injuries to or the death of any persons through use of the Private Street and Private Utilities or for property damage thereto at such policy limits as determined in good faith by such Party. Said policy or policies shall contain a cross-liability endorsement, and certificates of insurance evidencing the existence in force of the policies of insurance required to be obtained pursuant to this Article 5, together with endorsements showing Storied and the Association have been named as an additional insured on the other Party's policy or policies, shall be delivered to each Party, by the other, on or before fifteen (15) days after issuance. Each of these certificates shall provide that such insurance shall not be cancelled or materially amended unless fifteen (15) days prior written notice of such cancellation or amendment is given to any additional insured named on such policy. Each Party shall have their insurance policies issued in such form as to waive any right of subrogation which might otherwise exist, and shall provide written evidence thereof to each other upon request.

5.2 Storied shall, during the performance of the Work, name JSSD as an additional insured on its policy of comprehensive general liability insurance. That policy must be issued in such form as to waive any right of subrogation against JSSD.

5.3 JSSD is a political subdivision of the State of Utah, which is a government entity as defined in the "Utah Governmental Immunity Act," Title 63G, Chapter 7, U.C.A., 1955 as amended. JSSD does not, by any provision of this Agreement waive any of its rights and immunities set forth in said Utah Governmental Immunity Act, including damage caps.

6. WAIVER AND RELEASE. THE PARTIES HEREBY WAIVE AND RELEASE ANY AND ALL RIGHT OF RECOVERY AGAINST THE OTHER, INCLUDING EMPLOYEES AND AGENTS, ARISING DURING THE TERM OF THIS AGREEMENT FOR ANY AND ALL LOSS OR DAMAGE TO ANY PROPERTY OR PERSON, WHICH LOSS

OR DAMAGE ARISES FROM ANY PERIL WHICH IS COVERED, OR REQUIRED BY THIS AGREEMENT TO BE COVERED, BY INSURANCE IN WHOLE OR IN PART. THIS MUTUAL WAIVER IS IN ADDITION TO ANY OTHER WAIVER OR RELEASE CONTAINED IN THIS AGREEMENT.

7. Estoppel Certificates. Each Party agrees, without charge, to deliver to the other Party within fifteen (15) days after written request therefor, a written instrument duly executed and acknowledged certifying: (a) whether or not the requesting Party has observed and performed all of the terms and conditions required to be performed under this Agreement, and if not, specifying the same, (b) the amounts, if any, which the certifying Party has expended that the requesting Party is obligated to reimburse pursuant to this Agreement, and (c) such other matters regarding this Agreement or the Party's respective performance hereunder as the requesting Party may reasonably request.

8. General Provisions.

8.1 Governing Law. The Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.

8.2 Headings. The section headings herein are used only for the purpose of convenience only and shall not be deemed to define or limit the subject of the sections of this Agreement or to be considered in their construction.

8.3 Entire Agreement. This Agreement constitutes the entire understanding of the Parties and shall supersede any and all other prior agreements, whether written or oral, regarding the subject hereof. Each Party acknowledges and represents that it is relying on no representations by the other Party other than those expressly set forth, or referred to, in this Agreement.

8.4 Further Assurances. Each of the Parties hereto agrees to execute and deliver any and all additional documents, and other assurances that may be required, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties hereto.

8.5 Attorneys' Fees; Costs. In any action, mediation, arbitration or other proceeding (collectively, "Action") between the Parties arising out of this Agreement, the prevailing Party in such Action shall be awarded, in addition to other damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, reasonable attorneys' fees and reasonable fees of expert witnesses.

8.6 Counterparts. This Agreement and all Exhibits to this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be construed as one instrument.

8.7 Successors; Binding Effect. The provisions of this Agreement are intended to and shall be construed to be covenants running with the land. This Agreement is for the mutual benefit of the Parties hereto and their successors and assigns, and shall be binding on and shall inure to the benefit of the Parties hereto, and their successors and assigns.

8.8 Term. The terms, conditions, restrictions, easements, and charges set out in this Agreement will inure to the benefit of and be enforceable by the Parties, for an initial term of twenty (20) years, which shall be automatically renewed for successive five (5) year terms.

8.9 Notice.

8.9.1 Any notice, communication, request, reply or advice (severally and collectively referred to as "**Notice**") in this Agreement provided or permitted to be given, made or accepted hereto must be in writing. Notice may, unless otherwise provided herein, be given or served:

- 1) by depositing the same in the United States Mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or
- 2) by depositing the same with Federal Express or another service guaranteeing "next day delivery," addressed to the Party to be notified and with all charges prepaid; or
- 3) by delivering the same to such Party, or an agent of such Party by telecopy or by hand delivery.

8.9.2 Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of Storied and the Association shall until changed as provided below, be the address of the registered agent of each such Party on file with the Secretary of State of the State of Utah. JSSD's address, until changed as provided below, is the address set forth in the recitals.

8.9.3 The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday.

8.10 Amendment. This Agreement may be amended or modified only if such amendment or modification is set forth in a written instrument executed by the Parties and the Declarant under the Declaration. Any such amendment shall become effective upon the recording thereof with the Office of the Wasatch County Recorder.

8.11 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.12 Waiver. No right of either Party or provision of this Agreement may be waived or shall be deemed to have been waived, unless such waiver is set forth in a writing executed by the Party against whom such waiver is sought to be enforced. No waiver of any right or provision of this Agreement on any one occasion shall be deemed to be a continuing waiver of such right or provision on any future occasions.

[Signature on Following Page]

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

STORIED:

STORIED DEER VALLEY, LLC,
a Delaware limited liability company

By: SDBP Utah 1, LLC,
a Delaware limited liability company, its Sole Member

By: SDBP Manager, LLC, a Delaware limited liability company, its
Manager

By: Storied Development LLC, a Delaware limited liability
company, its sole Member

By: *Mark Enderle*
Mark Enderle, Managing Member

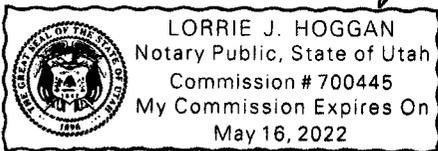
THE STATE OF §
Utah §
§

COUNTY OF
Wasatch

This instrument was acknowledged before me on this 14th day of November, 2018, by Mark Enderle, the Managing Member of Storied Development LLC, a Delaware limited liability company, as the sole Member of SDBP Manager, LLC, a Delaware limited liability company, as Manager of SDBP Utah 1, LLC, a Delaware limited liability company, as the sole Member of Storied Deer Valley, LLC, a Delaware limited liability company, on behalf of said companies.

Lorrie J. Hoggan
Notary Public, State of Utah

(seal)



My commission expires: May 16, 2022

[Signature on Following Page]

ASSOCIATION:

TUHAYE HOME OWNERS ASSOCIATION, INC.

a Utah nonprofit corporation,

By: _____

[Handwritten signature]

THE STATE OF Utah

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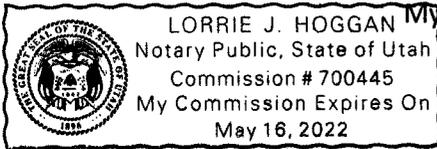
COUNTY OF Wasatch

This instrument was acknowledged before me on this 14th day of November, 2018, by Jeff Butten the President of Tuhaue Home Owners Association, Inc., a Utah nonprofit corporation, on behalf of said nonprofit corporation.

[Handwritten signature]

Notary Public, State of Utah

(seal)



My commission expires: May 16, 2022

[Signature on Following Page]

JSSD:

JORDANELLE SPECIAL SERVICE DISTRICT,
a body corporate and politic

By: [Signature]

THE STATE OF Utah §
COUNTY OF Wasatch §
§

This instrument was acknowledged before me on this 13 day of November
2018, by Mike Peterson, the Chair of Jordanelle Special Service District, a Utah
Special Service District on behalf of said District

[Signature: Theresa A. Baronik]

(seal)

Notary Public, State of Utah

My commission expires: April 18, 2022

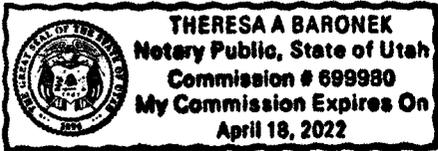


EXHIBIT A – EASEMENT AREA
INGRESS / EGRESS AND SLOPE EASEMENT FOR
JSSD TANK SITE, TP-4, TP-5, TP-6

A PERMANENT INGRESS / EGRESS AND SLOPE EASEMENT UPON A PORTION OF OPEN SPACE: 4, THE JSSD TANK SITE AND "OPEN SPACE: 2", SHOWN ON TUHAYE TWIN PEAKS PHASE "C" SUBDIVISION PLAT, ENTRY NUMBER 385896, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE. LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°56'26" EAST 1508.65 FEET ALONG THE NORTH LINE OF SAID SECTION 27 AND SOUTH 2496.74 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 27, SAID POINT ALSO FALLS ON THE EAST LINE OF SUNDOWNER DRIVE AT THE NORTHWEST CORNER OF SAID "OPEN SPACE: 4"; RUNNING THENCE NORTH 80°40'14" EAST 26.08 FEET ALONG THE NORTH LINE OF SAID OPEN SPACE: 4; THENCE SOUTH 34°18'30" EAST 84.13 FEET; THENCE SOUTH 23°51'21" EAST 25.74 FEET TO THE BEGINNING OF A 16.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 42.53 FEET HAVING A CENTRAL ANGLE OF 152°16'59" (CHORD BEARS NORTH 80°00'09" EAST 31.07 FEET); THENCE NORTH 03°51'40" EAST 41.04 FEET TO THE BEGINNING OF A 49.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 135.12 FEET HAVING A CENTRAL ANGLE OF 157°59'28" (CHORD BEARS NORTH 82°51'23" EAST 96.20 FEET); THENCE SOUTH 18°08'53" EAST 48.27 FEET TO THE BEGINNING OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 70.02 FEET HAVING A CENTRAL ANGLE OF 160°28'55" (CHORD BEARS NORTH 81°36'39" EAST 49.28 FEET); THENCE NORTH 01°22'12" EAST 45.47 FEET TO THE BEGINNING OF A 55.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 97.85 FEET HAVING A CENTRAL ANGLE OF 101°56'05" (CHORD BEARS NORTH 52°20'14" EAST 85.45 FEET) TO A POINT 40.00 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF LOTS TP-7, TP-6, TP-5 AND TP-4 OF SAID TUHAYE TWIN PEAKS PHASE "C" THE FOLLOWING THREE (3) COURSES: (1) SOUTH 76°41'43" EAST 336.64 FEET; (2) SOUTH 85°01'01" EAST 871.78 FEET; (3) SOUTH 43°56'35" EAST 56.62 FEET; THENCE SOUTH 46°03'25" WEST 40.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT TP-4; THENCE ALONG THE NORTH LINE OF SAID LOTS TP-4, TP-5, TP-6 AND TP-7 THE FOLLOWING THREE (3) COURSES: (1) NORTH 43°56'35" WEST 41.63 FEET; (2) NORTH 85°01'01" WEST 859.71 FEET; (3) NORTH 76°41'43" WEST 364.19 FEET TO THE BEGINNING OF A 23.00 FOOT NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 22.36 FEET HAVING A CENTRAL ANGLE OF 55°42'22" (CHORD BEARS SOUTH 29°06'46" WEST 21.49 FEET); THENCE SOUTH 01°15'34" WEST 46.30 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 140.86 FEET HAVING A CENTRAL ANGLE OF 161°24'32" (CHORD BEARS SOUTH 81°57'50" WEST 98.69 FEET); THENCE NORTH 17°19'54" WEST 49.22 FEET TO THE BEGINNING OF A 21.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 62.16 FEET HAVING A CENTRAL ANGLE OF 169°35'56" (CHORD BEARS SOUTH 77°52'08" WEST 41.83 FEET); THENCE SOUTH 06°55'50" EAST 44.50 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 126.81 FEET HAVING A CENTRAL ANGLE OF 145°18'47" (CHORD BEARS SOUTH 65°43'34" WEST 95.45 FEET); THENCE NORTH 41°37'03" WEST 90.47 FEET TO A POINT ON THE EAST LINE OF SAID OF SUNDOWNER RIDGE DRIVE; THENCE NORTH 04°52'29" WEST 61.43 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINS: 70,707 S.F. / 1.6 AC +/-

Parcels 00-0020-9958, 00-0020-9959, 00-0020-9960

EXHIBIT B

ANCILLARY EASEMENT AREA - OPEN SPACE 4

A UTILITY EASEMENT UPON A PORTION OF "OPEN SPACE: 4", TUHAYE TWIN PEAKS PHASE "C" SUBDIVISION PLAT, ENTRY NUMBER 385896, RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE. LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°56'26" EAST 1508.65 FEET ALONG THE NORTH LINE OF SAID SECTION 27 AND SOUTH 2496.74 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 27, SAID POINT ALSO FALLS ON THE EAST LINE OF SUNDOWNER DRIVE AT THE NORTHWEST CORNER OF SAID "OPEN SPACE: 4"; RUNNING THENCE NORTH 80°40'14" EAST 174.35 FEET; THENCE SOUTH 76°41'43" EAST 143.51 FEET ALONG THE NORTH LINE OF SAID OPEN SPACE: 4 TO THE BEGINNING OF A 23.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 22.36 FEET HAVING A CENTRAL ANGLE OF 55°42'22" (CHORD BEARS SOUTH 29°06'46" WEST 21.49 FEET); THENCE SOUTH 01°15'34" WEST 46.30 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 140.86 FEET HAVING A CENTRAL ANGLE OF 161°24'32" (CHORD BEARS SOUTH 81°57'50" WEST 98.69 FEET); THENCE NORTH 17°19'54" WEST 49.22 FEET TO THE BEGINNING OF A 21.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 62.18 FEET HAVING A CENTRAL ANGLE OF 169°38'50" (CHORD BEARS SOUTH 77°52'08" WEST 41.83 FEET); THENCE SOUTH 06°55'50" EAST 44.50 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 126.81 FEET HAVING A CENTRAL ANGLE OF 145°18'47" (CHORD BEARS SOUTH 65°43'34" WEST 95.45 FEET); THENCE NORTH 41°37'03" WEST 90.47 FEET TO A POINT ON THE EAST LINE OF SAID OF SUNDOWNER RIDGE DRIVE; THENCE NORTH 04°52'29" WEST 61.43 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINS: 34,265 S.F. / 0.79 AC +/-

Parcel No. 00-0020-9974

UTILITY EASEMENT

LOCATED IN THE:
**NW1/4 SECTION 27, TOWNSHIP 2 SOUTH, RANGE 5 EAST,
 SALT LAKE BASE AND MERIDIAN
 WASATCH COUNTY, UTAH**

FOUND ALLUM. CAP
 "SCHUCHERT AND
 ASSOCIATES"
 NW COR. SEC 27
 T.2S., R.5E., S.35EM

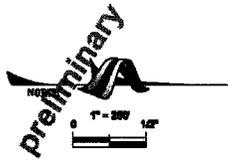
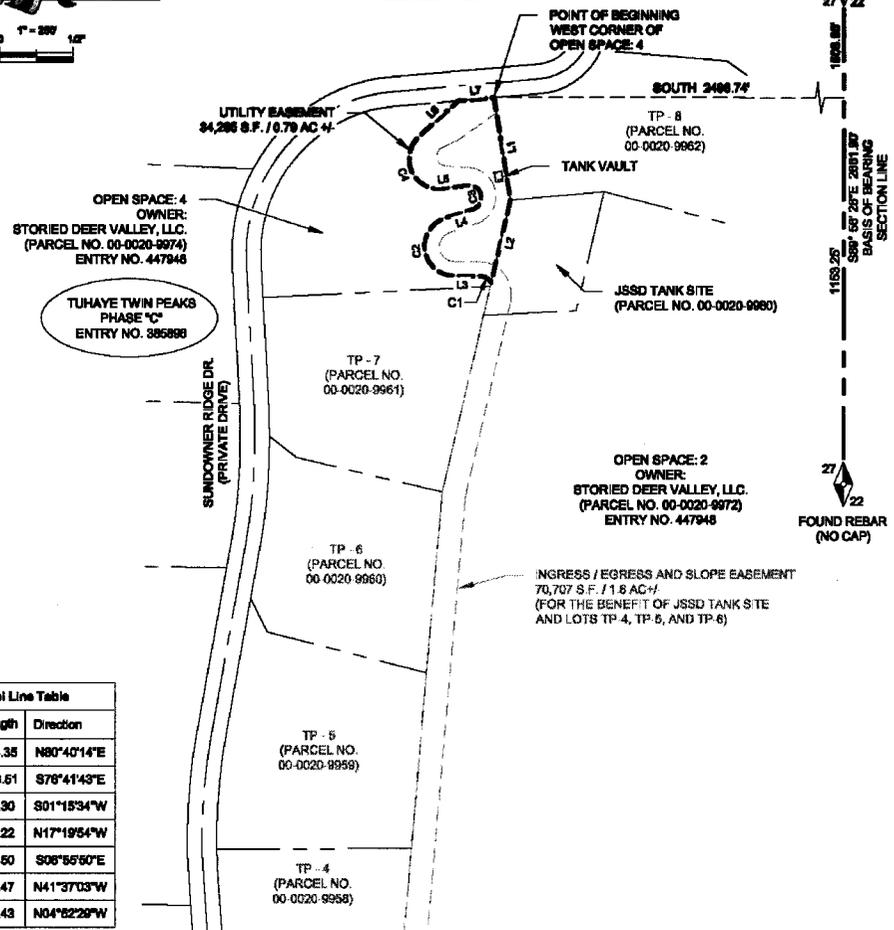


EXHIBIT "B"



Parcel Line Table

Line #	Length	Direction
L1	174.35	N80°40'14"E
L2	143.61	S78°41'43"E
L3	46.30	S01°15'34"W
L4	49.22	N17°19'54"W
L5	44.50	S08°55'50"E
L6	90.47	N41°37'03"W
L7	61.43	N04°22'29"W

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	22.38	28.00	88°42'22"	S29°09'46"W	21.46
C2	140.88	86.00	161°24'32"	S61°57'50"W	86.88
C3	62.18	21.00	168°38'50"	S77°52'08"W	41.63
C4	128.81	86.00	145°18'47"	S65°43'34"W	95.45

LEGEND

SECTION CORNER (FOUND)

SECTION LINE

EASEMENT LINE

LOT LINE

H:\PROJECTS\TWIN PEAKS\TWIN PEAKS\UTILITY EASEMENT OPEN SPACE 4.DWG

3041 South 4000 West
 West Valley, Utah 84139
 (801)985-9938
 80 West 100 South
 Heber City, Utah 84028
 (435)884-9938

PROJECT NAME

UTILITY EASEMENT

PROJECT LOCATION

WASATCH COUNTY, UTAH

SCALE: 0 1/2"

HORIZ: 1" = 200'

ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 DIMENSIONS SHOWN ON A HALF SHEET SHALL BE USED FOR A HALF SHEET.

DRAWN: JD	PROJECT #
DESIGNER: JD	188TU008
REVIEWED: TG	SHEET:
DATE: 10/9/2016	1 of 1