

Ent 504975 Bk 1368 Pg 1168-1210
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Fee: \$40.00 Check Filed By: HP
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: IVORY LAND CORPORATION

**SECOND ADDENDUM
TO
CROSSINGS AT LAKE CREEK DEVELOPMENT AGREEMENT
FOR PHASES 2, 3, 5, 7A, 8A, 7B, 8B, 9, 10, AND 12
PHASE 10**

This Second Addendum ("Second Addendum") to Crossings at Lake Creek Development Agreement for Phases 2, 3, 5, 7A, 8A, 7B, 8B, 9, 10, and 12 is entered into this ^{20th} day of *July* 2021, by and between Ivory Land Corporation and Wasatch County (collectively, the "Parties").

WHEREAS, the Ivory Land Corporation ("Ivory") is the record owner and the successor in interest to the Crossings at Lake Creek X, LLC with respect to development of that certain real property located in Wasatch County, Utah known as Phase 10 of the Crossings at Lake Creek (the "Phase 10");

WHEREAS, Tracey Cannon, or successor ("Tracey") and TLC Investment Enterprises or its successor ("TLC") are the record owners of the parcels of land wherein "Option A Detention Pond" and "Option B Detention Pond" (as those terms are defined below) are contemplated;

WHEREAS, the Crossings at Lake Creek X, LLC ("Crossings X LLC") and Wasatch County entered into the Crossings at Lake Creek Development Agreement for Phases 2, 3, 5, 7A, 8a, 7B, 8B, 9, 10, and 12 (the "DA") on March 20, 2007, which was recorded on March 23, 2007 as Entry No. 317575 in the recorder's office of Wasatch County;

WHEREAS, as a successor in interest to the Crossings X LLC, Ivory is a Developer under the DA with respect to rights and obligations for Phase 10 (see DA Section 2: Definitions – Developer);

WHEREAS, the legal description of the Property subject to this Second Addendum is attached as Exhibit Ad2-A to facilitate recording this Second Addendum;

WHEREAS, the Crossings at Lake Creek X, LLC and Wasatch County entered into an Addendum to the Crossings At Lake Creek Development Agreement for Phases 2, 3, 5, 7A, 8a, 7B, 8B, 9, 10, and 12 ("First Addendum") on March 20, 2007, which was recorded on March 23, 2007 as Entry No. 317574 in the recorder's office of Wasatch County;

WHEREAS, Recital F of the First Addendum states, "The terms of this addendum only apply to phases 7a and 8A;"

WHEREAS, Section 3.1.(b)(5) of the DA provides that an addendum shall be made which shall provide a list of the recreational facilities within Phase 10, along with renderings to be signed and approved by the County. Said addendum shall include an agreed upon completion date for each recreation facility;

WHEREAS, Section 3.1(b)(4) of the DA provides that landscaping, irrigation lines, and recreation facilities, are not required improvements under 16.27.19 (2004) for Phase 10 and therefore are not required to be inspected and accepted by the County prior to the issuance of any building permit, including permits for single family dwellings, within the phase, but pursuant to 16.27.20 (2004), the landscaping, irrigation lines, and recreational facilities must be bonded for or completed prior to the Phase 10 final plat being recorded;

WHEREAS, the only recreational facilities contained within Phase 10 are sidewalks, public trails, and a private park that consists of a pavilion, bus shelter, tot lot, basketball pad, sand volley ball court, landscaping, fence, and irrigation lines;

WHEREAS, subsequent to the DA, the Parties recognized that certain terms in the DA were not helpful for the practical application of the agreement and development of Phase 10;

WHEREAS, the Parties have agreed to revise and amend certain terms in the DA to facilitate development of Phase 10;

WHEREAS, the terms of this Second Addendum only apply to Phase 10;

WHEREAS, the DA provides that the Parties may amend the DA, and that no Addendum or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project;

WHEREAS, the Parties desire to clarify and affirm certain terms in the DA regarding open space maintenance obligations and architectural review and covenant enforcement obligations for Phase 10; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agreement as follows:

AGREEMENT

A. Amendment to Definitions in Section 2 of DA. The definition of "Home Owner's Association" and "HOA" in Section 2 of the DA when applied to Phase 10 shall be amended to the following:

"Home Owners' Association" or "HOA" means the Crossings at Lake Creek Home Owner's Association, a non-profit corporation formed in accordance with the state and federal law and authorized to impose fees sufficient to perform the maintenance obligations transferred to it by Developer.

"Ivory HOA" means the Cottages at Old Farm Homeowners Association a non-profit corporation to be formed prior to the issuance of any building permits in accordance with the

state and federal law and authorized to impose fees sufficient to perform the maintenance obligations transferred to it by Ivory. For the remainder of the Project outside of Phase 10, the rights and obligations of the HOA shall be the HOA's, and for Phase 10, the rights and obligations of the HOA shall be the Ivory HOA's, unless this Second Addendum specifically states otherwise for a specific right or obligation.

B. Amendment to Section 12 of DA. Section 12 of the DA governing notice to the Developer for the Phase 10 shall be amended to replace Crossings at Lake Creek X, LLC with the following:

Ivory Land Corporation
Attn: Peter Gamvroulas
978 E. Woodoak Lane
Salt Lake City, UT 84117

C. Open Space and Facilities for the Project. Sections 3.1(b)(4) and (5) of the DA require construction and provision for maintenance of project improvements, landscaping, and recreational facilities, and contemplates addendums to the DA showing the renderings, and the completion date for some of these. In fulfillment of this requirement, this Phase 10 of the Project includes open space and common facilities and other improvements, including, specifically:

- Publicly Accessible Trails
- Pavilion
- Bus Shelter
- Tot Lot
- Half-Court Basketball Pad
- Sand Volleyball Court
- Open Play
- Landscaping as shown in Exhibit Ad2-D to this second amendment, the fence, and the associated irrigation system)

The above listed improvements, collectively, the "Open Space and Facilities," shall be constructed to conform with the renderings attached as Exhibit Ad2-B to this Second Addendum. There is an additional facility for Phase 10, which is also shown on Exhibit Ad2-B, which is a publicly accessible trail which shall be dedicated to the Crossings HOA as Open Space. The final plat which will include a public trail easement. Ivory will construct the trail park and other Open Space and Facilities in the same manner as other Open Space and Facilities have been completed in The Crossings. These Open Spaces and Facilities will be maintained by the Crossings HOA. Ivory shall bond for all of these Open Space and Facilities prior to the recording of any final plat in Phase 10 and shall complete construction of the Open Space and Facilities, consistent with the DA and applicable Wasatch County Code prior to the earlier of eighteen (18) months or the

issuance of fifty percent (50%) of building permits for construction of the Units in Phase 10 of the Project.

Additionally, all final plats for the Project shall include open space as shown in Exhibit Ad2-C to this Second Addendum, which shall be dedicated as Open Space to the Crossings HOA, to be maintained by the Crossings HOA, and shall include an open space preservation easement granted to Wasatch County, restricting any development on said open space except as approved by the Wasatch County legislative body, including the final plat (parcels A and B) as set forth in the DA.

D. Construction Information/ Restrictions and Landscape Plan. Pursuant to the portion of Section 3.1(b)(5) of the DA under the heading Construction Information/ Restrictions and Landscape Plan, Ivory has submitted a landscape plan for Phase 10, which is attached as Exhibit Ad2-D to this Second Addendum.

E. Detention pond and storm drainage maintenance. The paragraph of the portion of Section 3.1(b)(5) of the DA starting with the heading *Detention* regarding detention pond and storm drainage *maintenance* is supplemented with the following after the paragraph titled *Annual Maintenance*:

Detention pond and storm drainage maintenance for Phase 10: There are two detention pond possibilities to receive runoff water from Phase 10, which are depicted on Exhibit Ad2-E (“Option “A” Detention Pond”) and Exhibit Ad2-F (“Option “B” Detention Pond”). The Option “A” Detention Pond has been approved by the County. The Option “B” Detention Pond may be approved by County Planning if County Planning determines that Crossings X LLC and/ or Developer has demonstrated it will not interfere with the Crossings 2002 Preliminary, and any issues related to the detention pond which arise in the course of demonstrating it will not interfere with the Crossings 2002 Preliminary. If there is a dispute regarding the issue, it shall be promptly placed on a Planning Commission agenda, for the Planning Commission to make a determination. Tracey Cannon and/or TLC Investment Enterprise, LLC will grant the Ivory HOA and the owners of Phase 10 the right to utilize and the right, but not the obligation, to maintain the detention pond for all runoff water from Phase 10, to be described in an Easement Agreement (“Easement Agreement”). No later than three weeks after this Addendum is recorded, the Easement Agreement will be recorded using a template included hereto as Exhibit Ad2-G. Tracey, and TLC have granted Wasatch County, a drainage easement for drainage lines, recorded as Entry # 469381 in the recorder of the Wasatch County Recorder (“County Easement”). Tracey and TLC shall grant Ivory a drainage easement for detention and drainage lines and in the Easement Agreement which will supersede the storm drain easement recorded as Entry #454744. Additionally, the Easement Agreement provides the right for the runoff water from Phase 10 to get to the detention pond without increasing or changing the obligations of the County under Section 3.2(d)(4) of the DA. Ivory represents that Exhibit Ad2-H depicts

the County Easement recorded as Entry #469381. Wasatch County will work in good faith to vacate any portion of the County Easement that is not necessary, if any. The Parties acknowledge the responsibility to maintain the Detention Pond Option is governed by a private agreement between Ivory Development, LLC and Developer and related entities which is attached as Exhibit AD2-G to this Second Addendum. Ivory and Developer agree Wasatch County shall not be responsible for interpreting or enforcing the private rights as between private parties in that easement agreement. Wasatch County shall not be liable or responsible for the inspection, maintenance, and repair of the above ground elements of the Detention Pond, but Wasatch County may maintain or repair the Detention Pond. In the event Wasatch County elects to perform any necessary above ground (because the County has agreed to maintain the subsurface storm drain system after the applicable warranty period) maintenance or repairs after the Ivory HOA and Crossings HOA has been given a commercially reasonable time to make the identified repairs on its own after notice, unless it is not commercially reasonable to give notice due to an imminent threat to life or property, the Ivory HOA and the Crossings HOA shall reimburse Wasatch County for all inspection, maintenance, and repair of the Detention Pond to the extent of their proportionate use as outlined in the Easement Agreement. Additionally, the Ivory HOA shall have the right, but not the responsibility, to make any necessary inspection, maintenance, and repair of the Detention Pond and the Drainage Easement. No payment of fees to Wasatch County or self-help shall be construed as a waiver by the Ivory HOA of any rights it may have under the Exhibit Ad2-G Easement Agreement. Furthermore, the Ivory HOA expressly reserves the right to seek reimbursement and indemnification from the Crossings HOA according to the terms of Exhibit Ad2-G Easement Agreement. Should TLC sign a development agreement addendum (contemplated as addendum 6) with the County whereby the Option B Detention Pond is approved by the County for the detention of storm water for Phase 10 then upon recordation of the same, Ivory will not have an option but will be relegated to the Option B Detention Pond only.

The remainder of Section 3.1(b)(5) of the DA starting with the heading *Detention pond and storm drainage maintenance*, after the first paragraph, remains as written in the DA.

F. Exhibit G of the DA. The Parties hereby clarify that the *Architectural Control Committee*, also known as the ACC or the *Committee* referred to in Exhibit G shall, for Phase 10, be established by the Ivory HOA the ("Ivory ACC"). The Ivory ACC is separate and independent from the Crossings HOA and Crossings ACC. The Parties further acknowledge and agree that the authority and obligation of the Ivory ACC for the Ivory HOA is limited to the Phase 10 of the Project.

Paragraph 1. Style, of Exhibit G of the DA shall have the following sentence added at the end of the paragraph for Phase 10:

So as to ensure that there “shall be architectural unity and harmony within the development and with the surrounding area,” the standards determined by the Ivory HOA Architectural Control Committee shall be substantially similar to the standards followed in the Crossings at Lake Creek Home Owners Association.

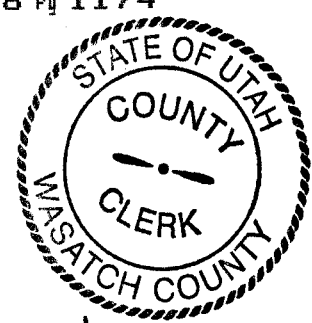
To preserve architectural unity and harmony with the surrounding development no homes in Phase 10 shall include the use of stucco as siding and all homes in Phase 10 will use Tamko Weatherwood shingles.

With this clarification and addition, Exhibit G remains as written in the Exhibit G of the DA.

G. Phase 10 is a separate and distinct community and part of the Ivory HOA with no ownership or access to the general amenities or open space of the Crossings HOA; with the exception of the Open Spaces and Facilities listed in the above Section C, and Section E for maintenance only. The membership of the Ivory HOA shall have no obligation to pay any assessments to the Crossings HOA except for Open Spaces and Facilities listed in Section C and Section E. If the park and/or trail is deeded to the Crossings HOA, the Ivory HOA will be responsible for payment of 33% of ongoing maintenance costs associated with the Phase 10 park and trail to the Crossings HOA. If the park ownership is retained by the Ivory HOA the Crossings HOA will be responsible for payment of 50% of ongoing maintenance cost associated with the Phase 10 park and/or trail to the Ivory HOA. The Ivory HOA will be responsible for the Autumn Blaze Maple trees and mowing of the park strips on both sides of Old Farm Road within Phase 10. In a separate agreement the Ivory HOA may contract with the Crossings HOA to maintain the Autumn Blaze Maple trees and mowing of the park strips on both sides of Old Farm Road within Phase 10.

H. Effectiveness. Except as modified hereby, the DA shall remain in full force and effect on or after the effective date of this Second Addendum, each reference in the DA to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import shall mean and be a reference to the DA as amended by this Second Addendum.

~ Signature pages follow ~



WASATCH COUNTY:

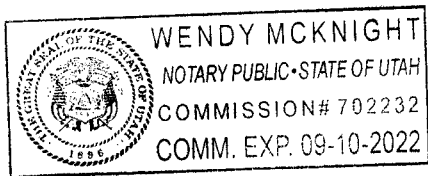
Attest:

By: [Signature]
Dustin Grabau, Wasatch County Manager

[Signature]
Wasatch County ~~Clerk Auditor~~
Deputy Clerk

STATE OF UTAH)
SS:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 3 day of August, 2021, by Dustin Grabau, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Michelle Crook, who executed the foregoing instrument in their capacity with the Wasatch County Clerk Auditor.



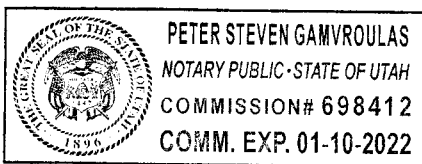
[Signature]
NOTARY PUBLIC
Residing at: Wasatch

IVORY LAND CORPORATION

By: [Signature]
KEVIN ANGLESEY

Its: SECRETARY
STATE OF UTAH)
SS:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by KEVIN ANGLESEY, who executed the foregoing instrument in his capacity as SECRETARY of Ivory Land Corporation.



[Signature]
NOTARY PUBLIC
Residing at: SALT LAKE COUNTY

TLC INVESTMENT ENTERPRISE, LLC

Tracey M. Cannon
By:
Its:

STATE OF CA RA)
~~UTAH~~)
: ss.
COUNTY OF SAN DIEGO)

The foregoing Easement Agreement was acknowledged before me this 20 day of July, 2021, by TRACEY M. CANNON authorized representative of TLC Investment Enterprise, LLC.



[Signature]
NOTARY SIGNATURE AND SEAL

TRACEY CANNON

Tracey M. Cannon
By:

STATE OF CA RA)
~~UTAH~~)
: ss.
COUNTY OF SAN DIEGO)

The foregoing Easement Agreement was acknowledged before me this 20 day of July, 2021, by TRACEY M. CANNON, authorized representative of TLC Investment Enterprise, LLC.



[Signature]
NOTARY SIGNATURE AND SEAL

TLC Investment Enterprises, LLC as Declarant of the Crossings at Lake Homeowners Association

By: Tracey Cannon
Tracey Cannon

Its: Manager

STATE OF UTAH ^{CA**})
^{SAN DIEGO} ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 20 day of July, 2021, by Tracey Cannon, who executed the foregoing instrument in her capacity as General Manager for TLC Investment Enterprises, LLC.



NOTARY PUBLIC

Residing at: [Signature]

ACKNOWLEDGEMENT¹

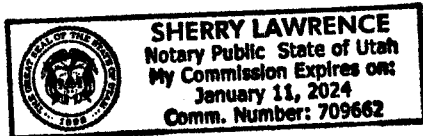
The Crossings at Lake Creek Homeowners Association

By: Greg Tumulty
Greg Tumulty

Its: President

STATE OF UTAH)
ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 20th day of July, 2021, by Greg Tumulty, who acknowledged the foregoing instrument in his capacity as President of the The Crossings at Lake Creek Homeowners Association.



NOTARY PUBLIC

Residing at: Wasatch County

¹ The Crossings at Lake Creek Homeowners Association is not a party to this Second Addendum, but at the request of Wasatch County is acknowledging the Second Addendum to show they do not oppose its terms.

EXHIBIT Ad2-A Legal Description

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SOUTH 89° 48' 35" WEST, 1077.12 FEET ALONG THE NORTH SECTION LINE AND SOUTH 00° 11' 25" EAST, 4393.49 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN TO THE POINT OF BEGINNING; THENCE 64.67 FEET ALONG A 355.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 07° 53' 02" WEST, 64.58 FEET) TO A POINT ON THE NORTH BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASE 7A AND 8A SUBDIVISION AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY 317573 BOOK 935 PAGE 1360-1389; THENCE ALONG THE BOUNDARY OF SAID THE CROSSINGS AT LAKE CREEK PHASE 7A AND 8A SUBDIVISION THE FOLLOWING NINE (9) COURSES: 1) SOUTH 01° 49' 37" WEST, 10.39 FEET; 2) NORTH 89° 48' 40" WEST, 472.55 FEET; 3) NORTH 86° 16' 59" WEST, 151.86 FEET; 4) 30.02 FEET ALONG A 487.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 01° 57' 11" WEST, 30.02 FEET); 5) SOUTH 00° 11' 20" WEST, 49.34 FEET; 6) 39.28 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 45° 11' 20" WEST, 35.36 FEET); 7) SOUTH 00° 11' 20" WEST, 60.00 FEET; 8) 39.28 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 44° 48' 40" EAST, 35.36 FEET); 9) SOUTH 00° 11' 20" WEST, 77.54 FEET; THENCE LEAVING THE SUBDIVISION BOUNDARY NORTH 89° 48' 40" WEST, 142.99 FEET; THENCE NORTH 82° 48' 03" WEST, 60.79 FEET; THENCE NORTH 66° 30' 26" WEST, 138.35 FEET TO A POINT ON THE WEST LINE OF A 80' EASEMENT ALONG THE TIMPANOGOS CANAL AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY 206168 BK 393 PG 309 AND ENTRY 00207864 BK 400 PG 219-226; THENCE ALONG SAID EAST LINE OF SAID 80' EASEMENT THE FOLLOWING FIVE (5) COURSES: 1) NORTH 23° 29' 34" EAST, 26.51 FEET; 2) 93.50 FEET ALONG A 129.40 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 02° 47' 38" EAST, 91.48 FEET); 3) NORTH 17° 54' 25" WEST, 162.12 FEET; 4) 123.77 FEET ALONG A 252.30 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 03° 51' 13" WEST, 122.53 FEET); 5) NORTH 10° 11' 59" EAST, 276.19 FEET; THENCE LEAVING SAID EAST LINE OF SAID 80' EASEMENT SOUTH 89° 56' 33" EAST, 50.01 FEET; THENCE NORTH 00° 09' 09" EAST, 277.16 FEET; THENCE NORTH 13° 53' 24" EAST 92 FEET; THENCE SOUTH 76° 09' 17" EAST, 248.75 FEET; THENCE SOUTH 85° 48' 20" EAST, 260.57 FEET; THENCE 311.02 FEET ALONG A 525.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 12° 39' 30" EAST, 306.49 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 35° 50' 54" EAST, 80.00 FEET; THENCE SOUTH 54° 09' 06" WEST, 3.09 FEET; THENCE SOUTH 35° 50' 54" EAST, 172.02 FEET; THENCE 146.40 FEET ALONG A 3014.43 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 38° 27' 00" EAST, 146.39 FEET); THENCE SOUTH 51° 20' 53" EAST, 104.86 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

60 FOOT WIDE INGRESS/EGRESS EASEMENT #1

LOCATED IN SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, WASATCH COUNTY, UTAH, DESCRIBED AS FOLLOWS:

A 60 FOOT WIDE INGRESS/EGRESS EASEMENT, THE SIDELINES OF WHICH ARE 30 FEET LEFT AND 30 FEET RIGHT OF THE DESCRIBED CENTERLINE. THE SIDELINES SHALL BE EXTENDED OR TRIMMED SO AS TO BEGIN AND END AT THE GRANTOR'S PROPERTY LINE.

THE CENTERLINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY LINE OF THE CROSSINGS AT LAKE CREEK PHASE NO. 14 SUBDIVISION AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY #331765 BK 959 PG 1922-1951; SAID POINT BEING NORTH 89° 48' 13" EAST, 936.12 FEET ALONG THE NORTH SECTION LINE AND SOUTH 00° 11' 47" EAST, 3433.11 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE FROM THE POINT OF BEGINNING SOUTH 19° 21' 36" WEST, 369.96 FEET; THENCE 512.93 FEET ALONG A 400.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 56° 05' 45" WEST, 478.50 FEET); THENCE NORTH 87° 10' 06" WEST, 287.05 FEET; THENCE 249.43 FEET ALONG A 1000.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 85° 41' 09" WEST 248.79 FEET); THENCE SOUTH 78° 33' 38" WEST, 211.75 FEET; THENCE 119.79 FEET ALONG A 600.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 84° 16' 49" WEST, 119.59 FEET); THENCE NORTH 90° 00' 00" WEST, 138.26 FEET; THENCE 404.46 FEET ALONG A 325.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 54° 20' 52" WEST, 378.86 FEET); THENCE NORTH 18° 41' 44" WEST, 139.54 FEET; THENCE NORTH 13° 42' 07" WEST, 71.00 FEET TO THE POINT OF ENDING.

PARCEL 3:

75 FOOT WIDE INGRESS/EGRESS EASEMENT #2

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, WASATCH COUNTY, UTAH, DESCRIBED AS FOLLOWS:

A 75 FOOT WIDE INGRESS/EGRESS EASEMENT, THE SIDELINES OF WHICH ARE 37.5 FEET LEFT AND 37.5 FEET RIGHT OF THE DESCRIBED CENTERLINE. THE SIDELINES SHALL BE EXTENDED OR TRIMMED SO AS TO BEGIN PERPENDICULAR TO THE BEGINNING OF SAID CENTERLINE; THENCE THE SIDELINES SHALL BE EXTENDED OR TRIMMED SO AS TO END AT THE GRANTOR'S PROPERTY LINE.

THE CENTERLINE IS DESCRIBED AS FOLLOWS:

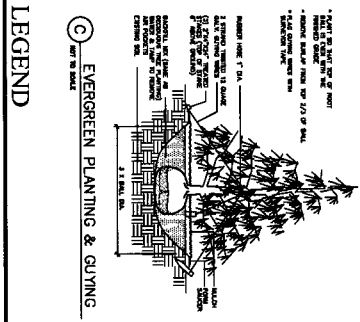
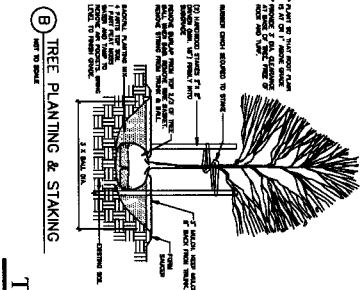
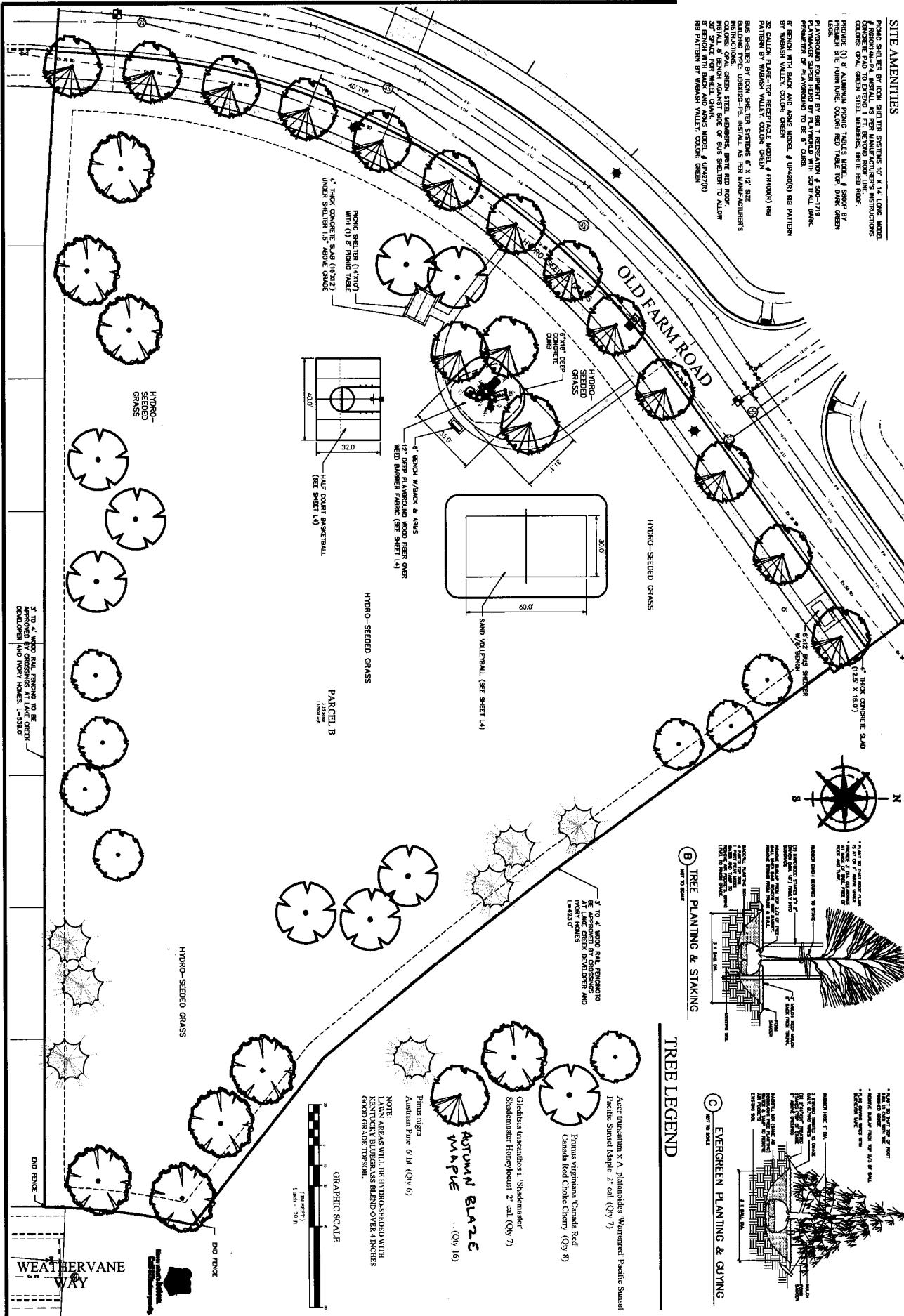
BEGINNING AT A POINT SOUTH 89° 48' 35" WEST, 868.34 FEET ALONG THE NORTH SECTION LINE AND SOUTH 00° 11' 25" EAST, 3678.41 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE FROM THE POINT OF BEGINNING SOUTH 54° 09' 06" WEST, 618.06 FEET TO THE POINT OF ENDING.

EXHIBIT Ad2-B

Open Space & Facilities

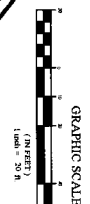
SITE AMENITIES

IRONIC SHELTER BY IRON SHELTER SYSTEMS 10' X 14' LONG, MODEL COMING 2ND TO OLD FARM. 4' FEET ABOVE FLOOR. INSTRUCTIONS: COLOR: GRAY, GREEN STEEL MEMBERS, BRITE RED ROOF. PROVIDE (1) 8" ALUMINUM PIVOT TABLE MODEL # PIV0000 BY PLAYFORM EQUIPMENT BY BR. 1. RESISTANCE 4 500-1118. PLANTWATER SCHEDULE BY PLAYFORM WITH SPITFALL BANK. PROVIDER OF PLAYFORM TO BE 8' CORNER. 8' BENCH WITH BACK AND ARMS MODEL # U-2000) RB PATTERN BY CALDEX. PAVEMENT: ACCEPTABLE MODEL # PR0000) RB 22. COARSE GRADATION. PROVIDE 10' WIDE GRASS STRIP BY UNIFORM-GREEN. INSTRUCTIONS: GREEN STEEL MEMBERS, BRITE RED ROOF. PROVIDE 1 6" BENCH AGAINST SIDE OF BENCH SHELTER TO ALLOW FOR SPACE FOR WHEEL CHAIRS. PROVIDE 1 6" BENCH AGAINST SIDE OF BENCH SHELTER TO ALLOW FOR SPACE FOR WHEEL CHAIRS. PROVIDE 1 6" BENCH AGAINST SIDE OF BENCH SHELTER TO ALLOW FOR SPACE FOR WHEEL CHAIRS. PROVIDE 1 6" BENCH AGAINST SIDE OF BENCH SHELTER TO ALLOW FOR SPACE FOR WHEEL CHAIRS.



TREE LEGEND

- Acet. tunatum x A. glaberrimae - 'Warrent' Pacific Sunset
 - Pacific Sunset Maple 2' call (QY 7)
 - Pinus virginiana Canada Red
 - Canada Red Choke Cherry (QY 8)
 - Gleditsia triacanthos 'Shademaster'
 - Shademaster Honeylocust 2' call (QY 7)
 - AUTUMN BLAZE MAPLE (QY 16)
 - Pinus Ingra
 - Asplenium Pine 6 ft. (QY 6)
- NOTE:
LAWN AREAS WILL BE HYDRO-SEEDED WITH KENTUCKY BLUEGRASS BLEND OVER 4 INCHES GOOD ORG. TOPSOIL.



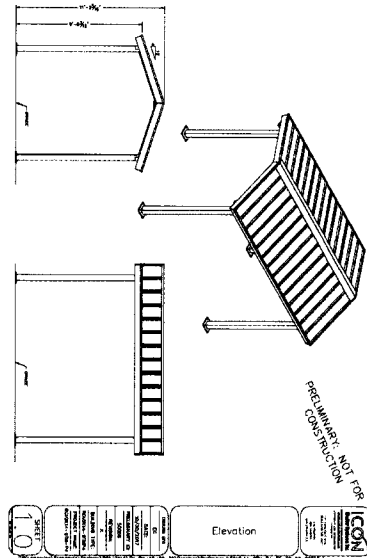
WEATHER VANE WAY

LANDSCAPE PLAN

NO.	DATE	DESCRIPTION
1		
2		
3		

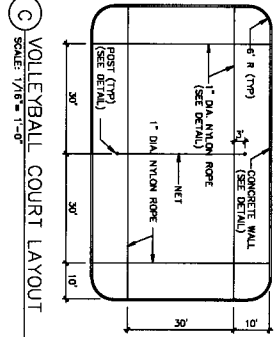
COTTAGES AT OLD FARM
HEBER CITY, UTAH
LANDSCAPE PLAN



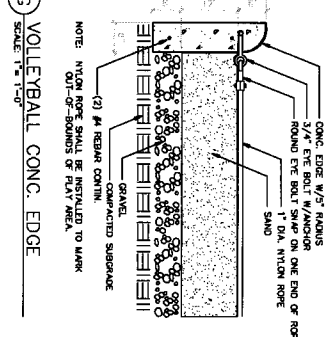


A PICNIC SHELTER
SCALE: NTS

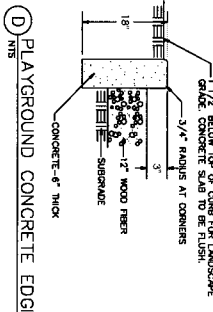
PICNIC SHELTER BY ICON SHELTER SYSTEMS, 10' X 14'.
LUMBER MODEL # RST001A, INSTALL AS PER
MANUAL. PROVIDE 1" DIA. NYLON ROPE TO
EXTEND 1 FT. BEYOND ROOF LINE. PROVIDE 1" DIA.
COLUMNS: ORAL GREEN STEEL MEMBERS, WHITE RED ROOF.
PROVIDE (1) B # ALUMINUM PICNIC TABLES MODEL # 8800P
BY FREEMAN SITE FURNITURE.



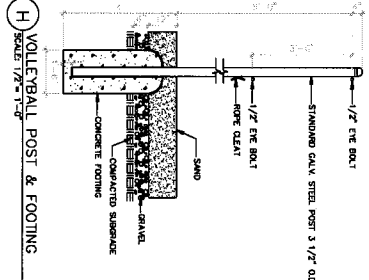
C VOLLEYBALL COURT LAYOUT
SCALE: 1/8" = 1'-0"



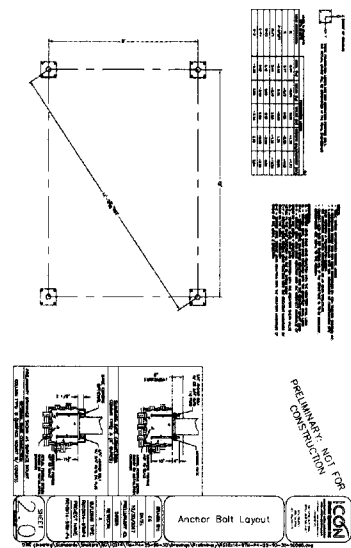
G VOLLEYBALL CONC. EDGE
SCALE: 1" = 1'-0"



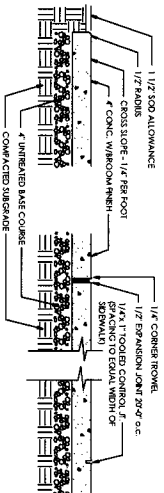
D PLAYGROUND CONCRETE EDGING
SCALE: NTS



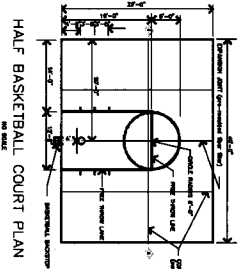
H VOLLEYBALL POST & FOOTING
SCALE: 1/2" = 1'-0"



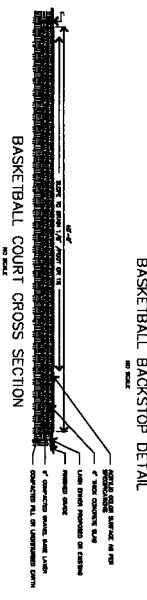
B PICNIC SHELTER FOOTING
SCALE: NTS



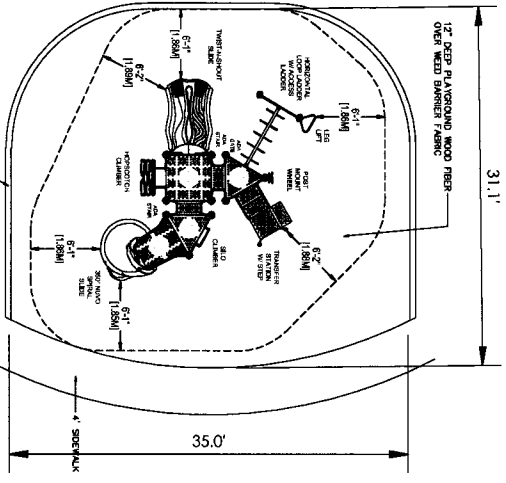
E CONCRETE WALK & PICNIC SHELTER PAVING
SCALE: NTS



I HALF BASKETBALL COURT PLAN AND DETAILS
SCALE: NTS



I HALF BASKETBALL COURT PLAN AND DETAILS
SCALE: NTS



F PLAYGROUND LAYOUT
SCALE: NTS

PLAYGROUND EQUIPMENT BY BIG 1 RECREATION MODEL
500-7715. PLANNING SPECIES HEAD BY PLAYMIND.
EQUIPMENT LAYERS:
COMPONENT & POST: TEAL
ECO-FORMER: GRAY



REVISION BLOCK	
DATE	DESCRIPTION

DATE	BY	CHKD	APP'D
12/20/2023	AVB		
12/20/2023	AVB		

COTTAGES AT OLD FARM
HEBER CITY, UTAH
SITE AMENITIES DETAILS



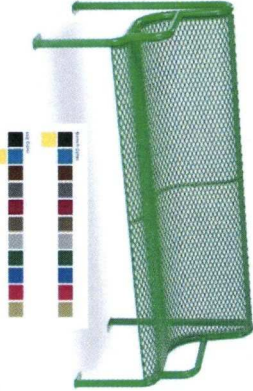
FOCUS
ENGINEERING AND SURVEYING, LLC
6943 S HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 355-0075
www.focusutah.com

32 GALLON FLUE-TOP RECEPTACLE MODEL # R3440000
 RIB PATTERN BY WABASH VALLEY COLOR GREEN
 INSTALL AS PER MANUFACTURER'S INSTRUCTIONS.



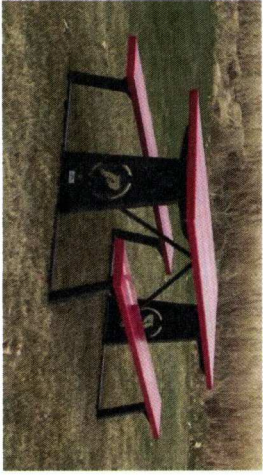
C RECEPTACLE
 SCALE: NTS

6' BENCH WITH BACK AND ARM MODEL # UP42200 RIB PATTERN
 RIB PATTERN BY WABASH VALLEY COLOR GREEN
 INSTALL AS PER MANUFACTURER'S INSTRUCTIONS.
 NOTE: PATTERN SHOWN IN IMAGE NEEDS TO BE RIB PATTERN.



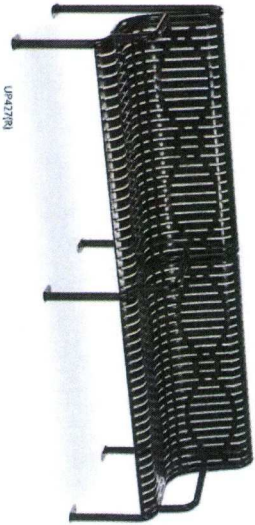
D 6' BENCH
 SCALE: NTS

PROVIDE (1) 6' ALUMINUM PICNIC TABLE MODEL # 3900P
 BY FREED'S SITE FURNITURE GREEN LEGS
 INSTALL AS PER MANUFACTURER'S INSTRUCTIONS.



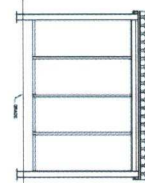
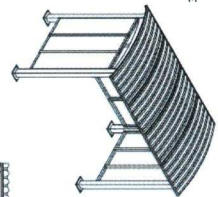
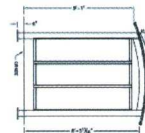
E 8' PICNIC TABLE
 SCALE: NTS

INSTALL 6' BENCH AGAINST SIDE OF BUS SHELTER TO ALLOW
 30" SPACE FROM BACK CHAIR MODEL # UP42200
 RIB PATTERN BY WABASH VALLEY COLOR GREEN
 INSTALL AS PER MANUFACTURER'S INSTRUCTIONS.



F 8' BENCH
 SCALE: NTS

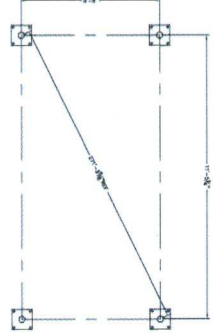
BUS SHELTER BY ICOM SHELTER SYSTEMS 6' X 12' SIZE
 BUILDING TYPE: URBANIZED-PA. INSTALL AS PER
 MANUFACTURER'S INSTRUCTIONS.
 INSTALL AN 8' BENCH AGAINST SIDE OF
 SHELTER TO ALLOW 30" SPACE FOR
 BACK CHAIR MODEL # UP42200 RIB PATTERN BY
 WABASH VALLEY. INSTALL AS PER
 MANUFACTURER'S INSTRUCTIONS.



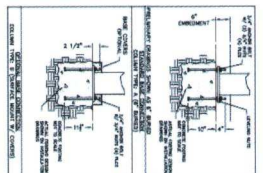
A BUS SHELTER
 SCALE: NTS

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	6' BENCH WITH BACK AND ARM MODEL # UP42200 RIB PATTERN BY WABASH VALLEY COLOR GREEN	1	EA	1,200.00	1,200.00
2	32 GALLON FLUE-TOP RECEPTACLE MODEL # R3440000 RIB PATTERN BY WABASH VALLEY COLOR GREEN	1	EA	150.00	150.00
3	6' BENCH AGAINST SIDE OF BUS SHELTER TO ALLOW 30" SPACE FROM BACK CHAIR MODEL # UP42200 RIB PATTERN BY WABASH VALLEY COLOR GREEN	1	EA	1,200.00	1,200.00
4	8' PICNIC TABLE MODEL # 3900P BY FREED'S SITE FURNITURE GREEN LEGS	1	EA	250.00	250.00
5	8' BENCH MODEL # UP42200 RIB PATTERN BY WABASH VALLEY COLOR GREEN	1	EA	1,200.00	1,200.00
6	BUS SHELTER BY ICOM SHELTER SYSTEMS 6' X 12' SIZE BUILDING TYPE: URBANIZED-PA.	1	EA	1,500.00	1,500.00
7	ANCHOR BOLT LAYOUT	1	SET	50.00	50.00
8	PRELIMINARY NOT FOR CONSTRUCTION	1	EA	0.00	0.00
9	REVISION BLOCK	1	EA	0.00	0.00
10	SHEET	1	EA	0.00	0.00
11	ICOM	1	EA	0.00	0.00
12	811	1	EA	0.00	0.00
13	FOCUS	1	EA	0.00	0.00

PRELIMINARY: NOT FOR CONSTRUCTION



B BUS SHELTER FOOTING
 SCALE: NTS



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ICOM
 PRELIMINARY: NOT FOR CONSTRUCTION
 Elevation
 SHEET 1.0



811
 Call 811 before you dig

REVISION BLOCK

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COTTAGES AT OLD FARM
 HEBER CITY, UTAH
 SITE AMENITIES DETAILS

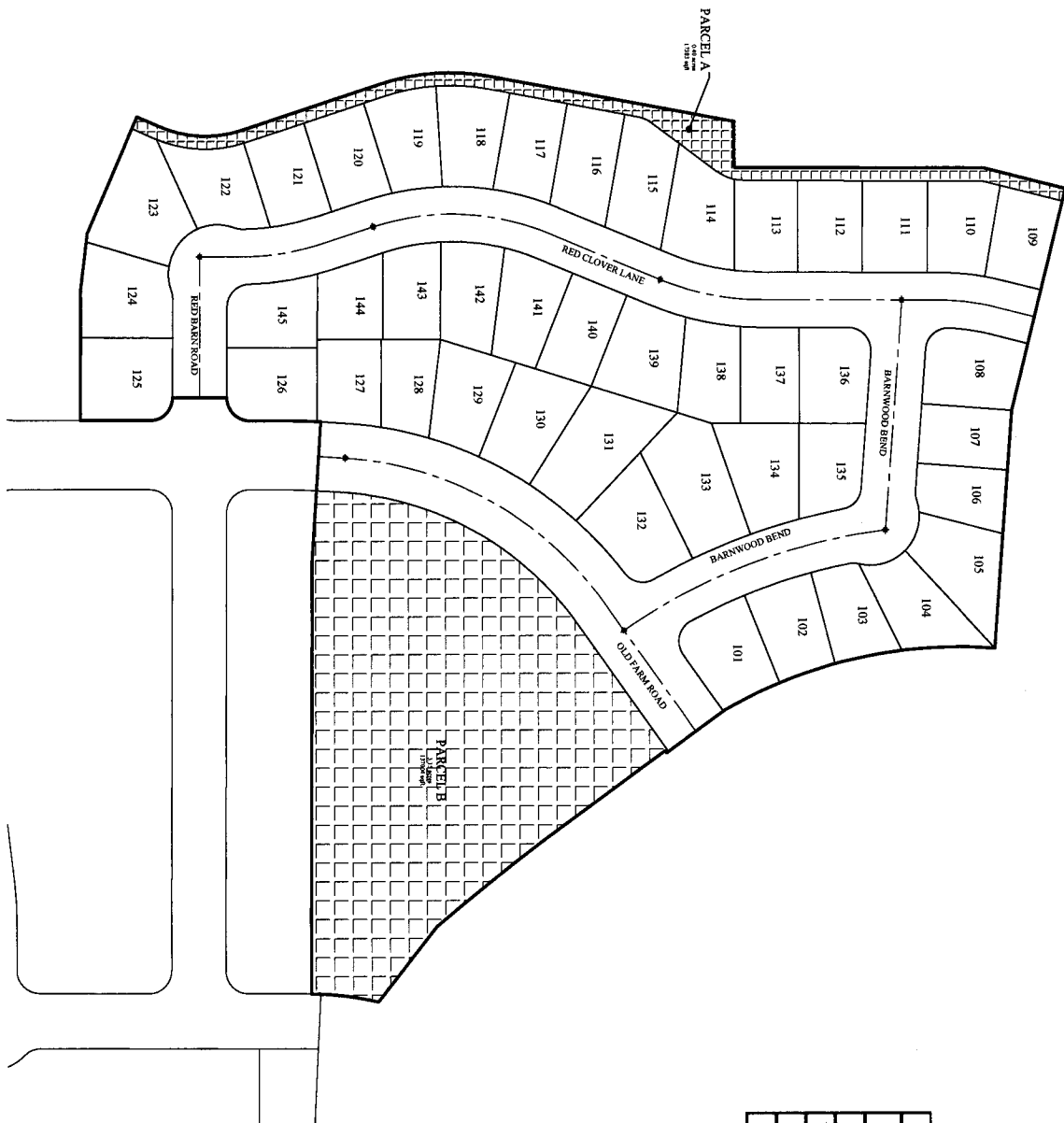


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 4949 S. IRISH TRAIL DRIVE, SUITE 300
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EXIBIT Ad2-C

Open Space

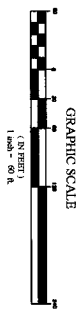
COTTAGES AT OLD FARM OPEN SPACE EXHIBIT



LEGEND

- BOUNDARY
- SUBDIVISION
- UTILITY
- DRIVEWAY
- SECTION MONUMENT POSITION
- STREET MONUMENT TO BE SET

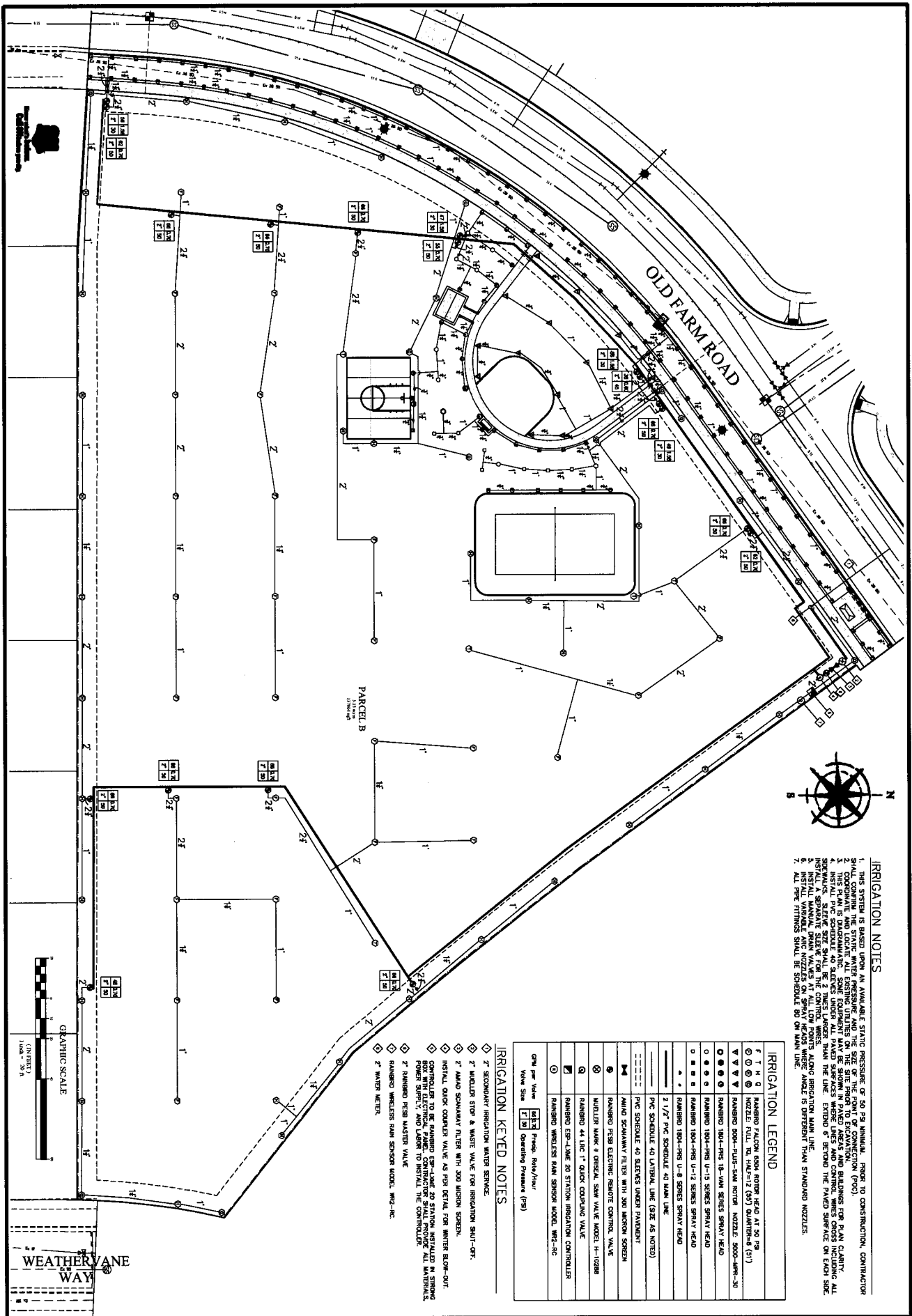
PREPARED BY
FOCUS
 ENGINEERING AND SURVEYING, LLC
 1500 S. 20TH AVE. SUITE 100
 DENVER, CO 80202
 (303) 733-1100



OPEN SPACE AREA			
REGION:	FT ²	ACRES	
TOTAL:	154,228.10	3.541	
PARCEL A:	17,370.8	0.399	
PARCEL B:	136,857.3	3.142	
OPEN SPACE = 21.37 %			

EXHIBIT Ad2-D

Landscaping



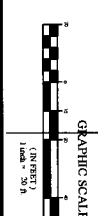
- IRRIGATION NOTES**
1. THIS SYSTEM IS BASED UPON AN AVAILABLE STATIC PRESSURE OF 50 PSI MINIMUM. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY THE AVAILABLE STATIC PRESSURE AT THE MAIN LINE.
 2. COORDINATE AND LOCATE ALL EXISTING UTILITIES ON THE SITE PRIOR TO EXCAVATION. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES.
 3. THIS PLAN IS BASED UPON THE ASSUMPTION THAT ALL EXISTING UTILITIES HAVE BEEN PROTECTED AND CONTROL WELLS CROSS INCLUDING ALL EXISTING UTILITIES. SLEEVE SIZE SHALL BE 2" TIMES LARGER THAN THE LINE. EXTEND 6" BELOW THE FINISH SURFACE ON EACH SIDE.
 4. INSTALL ALL SCHEDULE 40 STEEL VALVE AND CONTROL POINTS ALONG IRRIGATION MAIN LINE.
 5. INSTALL VARIABLE ANGLE NOZZLES ON SPRAY HEADS WHERE ANGLE IS DIFFERENT THAN STANDARD NOZZLES.
 6. ALL PIPE FITTINGS SHALL BE SCHEDULE 40 ON MAIN LINE.

IRRIGATION LEGEND

FTHD	RANBRO FALCON 6000 ROTOR HEAD AT 30 PSI
NOZ	NOZZLE FULL TO HALF (1/2) QUARTER (1/4)
3000-4000-30	RANBRO 3000-4000-30 ROTOR NOZZLE 3000-4000-30
18-15	RANBRO 1800-1800-15 18-WAY SERIES SPRAY HEAD
15-12	RANBRO 1500-1500-12 15 SERIES SPRAY HEAD
12-8	RANBRO 1200-1200-8 12 SERIES SPRAY HEAD
8-4	RANBRO 800-800-4 8 SERIES SPRAY HEAD
3/1/2"	3/1/2" PVC SCHEDULE 40 MAIN LINE
40	PVC SCHEDULE 40 LATERAL LINE (SIZE AS NOTED)
40	PVC SCHEDULE 40 SLEEVES UNDER PAVEMENT
40	MANO SCAMMANY FILTER WITH 200 MESH SCREEN
40	RANBRO FESB ELECTRIC REMOTE CONTROL VALVE
40	WHEELER MARK 4 CORNER, SEAM VALVE MODEL 14-10288
40	RANBRO 44 LOC 1" QUICK COUPLING VALVE
40	RANBRO ESP-LINE 20 STATION IRRIGATION CONTROLLER
40	RANBRO WIRELESS RAIN SENSOR MODEL WRS-INC

① Main Pipe Valve
 ② Valve Size
 ③ Flow Rate/Hour
 ④ Operating Pressure (PSI)

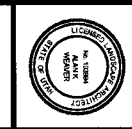
- IRRIGATION KEYED NOTES**
- ◇ 2" SECONDARY IRRIGATION WATER SERVICE.
 - ◇ 2" WHEELER STOP & WASTE VALVE FOR IRRIGATION SHUT-OFF.
 - ◇ 2" MANO SCAMMANY FILTER WITH 200 MESH SCREEN.
 - ◇ INSTALL QUICK COUPLER VALVE AS PER DETAIL FOR WINTER BLOW-OUT.
 - ◇ CONTROLLER TO BE RANBRO ESP-LINE 20 STATION INSTALLED IN STRONG BOX WITH ELECTRICAL PANEL. CONTRACTOR SHALL PROVIDE ALL MATERIALS, FIXTURES, SUPPLIES AND LABOR TO INSTALL THE CONTROLLER.
 - ◇ 2" RANBRO FESB MASTER VALVE.
 - ◇ RANBRO WIRELESS RAIN SENSOR MODEL WRS-INC.
 - ◇ 2" WATER METER.



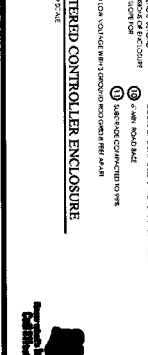
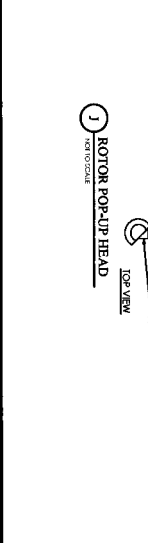
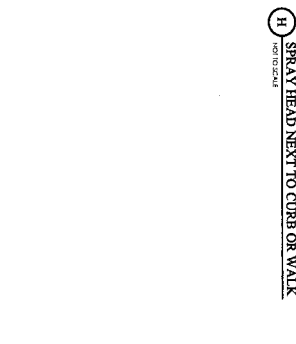
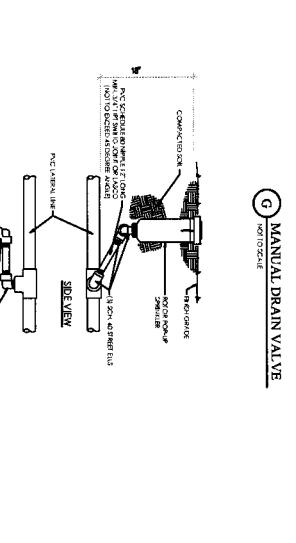
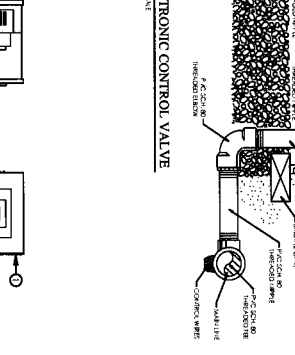
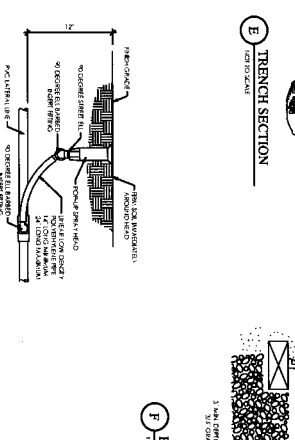
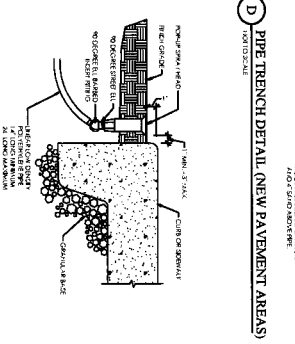
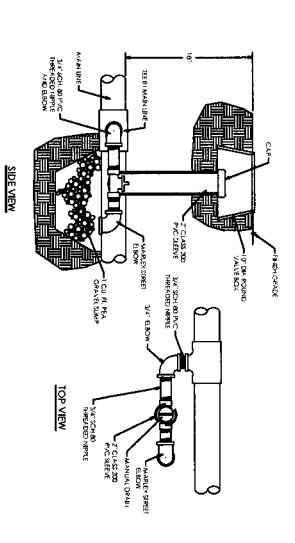
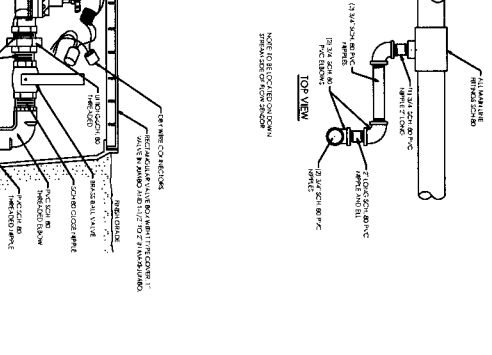
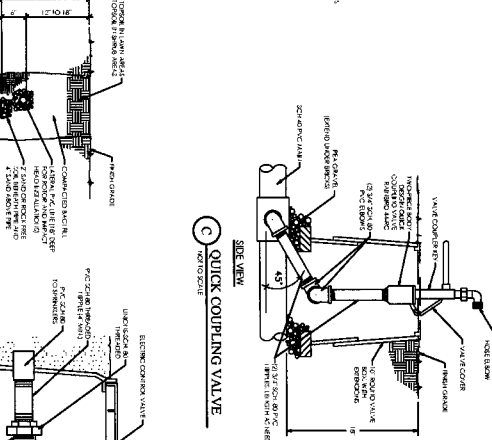
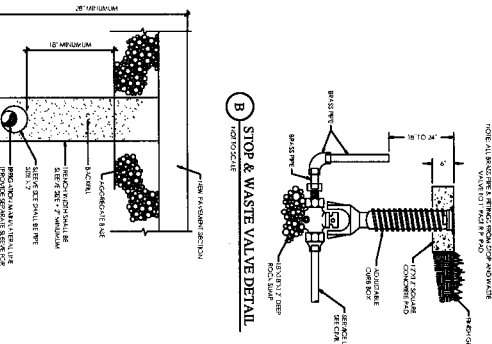
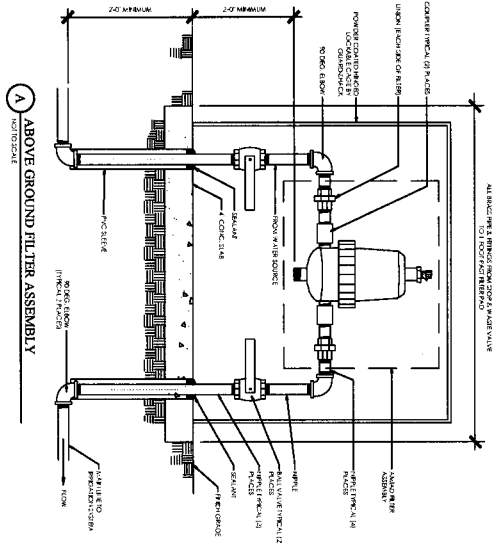
REVISION BLOCK	
DATE	DESCRIPTION

IRRIGATION PLAN
 L2

COTTAGES AT OLD FARM
 HEBER CITY, UTAH
 IRRIGATION PLAN



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 ENGINEERING AND SURVEYING, LLC
 6949 S HIGH TECH DRIVE SUITE 200
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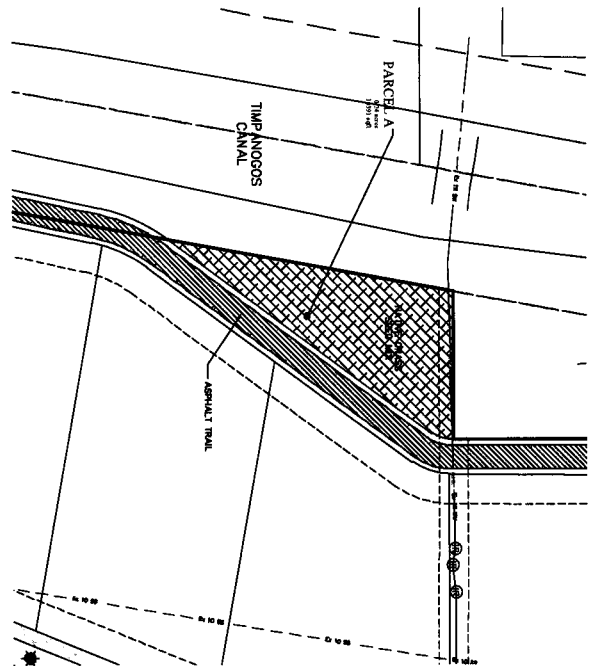


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COTTAGES AT OLD FARM
 HEBER CITY, UTAH
IRRIGATION DETAILS



FOCUS
 ENGINEERING AND SURVEYING LLC
 590 S. HOHI TECH DRIVE SUITE 300
 MEDVALL, UTAH 84047 PH. (801) 353-0075
 www.focusutah.com



RE-VEGGATE NATIVE SEED MIX WITHOUT IRRIGATION:

SPECIES	PERCENTAGE	LENDIX
WESTERN WHEATGRASS	25	
INDIAN BOUTELLOUS	20	
BLUE GRASS	15	
HELMET PINNACLES	5	
LENDIX		

1. APPLY FERTILIZER FOR THE TOTAL AREA OF SEEDING IN THE DESIGNER'S PRESENCE. DISPERSED, NO-SUBSTRATE SEED SHOULD BE USED IN PRESENT TO THE SOIL.
2. APPLY SEED MIX AT A RATE OF THREE POUNDS PER ACRE (15 LBS./AC) APPLY SEED MIX BY BROADCASTING METHOD FROM AN AIRBORNE SEEDING MACHINE.
3. FRESHLY CUT AT 800 LBS PER ACRE (COVER) IN TO OPERATIONS 14 AND 15. SOIL TRAFFIC, OTHER SO CONSISTENTLY BELOW OPERATIONS 14 AND 15 PROVIDED BY CLIENT BANS SEED OPERATIONS (7/14/10).



REVISION BLOCK	
DATE	DESCRIPTION

COTTAGES AT OLD FARM
HEBER CITY, UTAH
LANDSCAPE PLAN (PARCEL A)

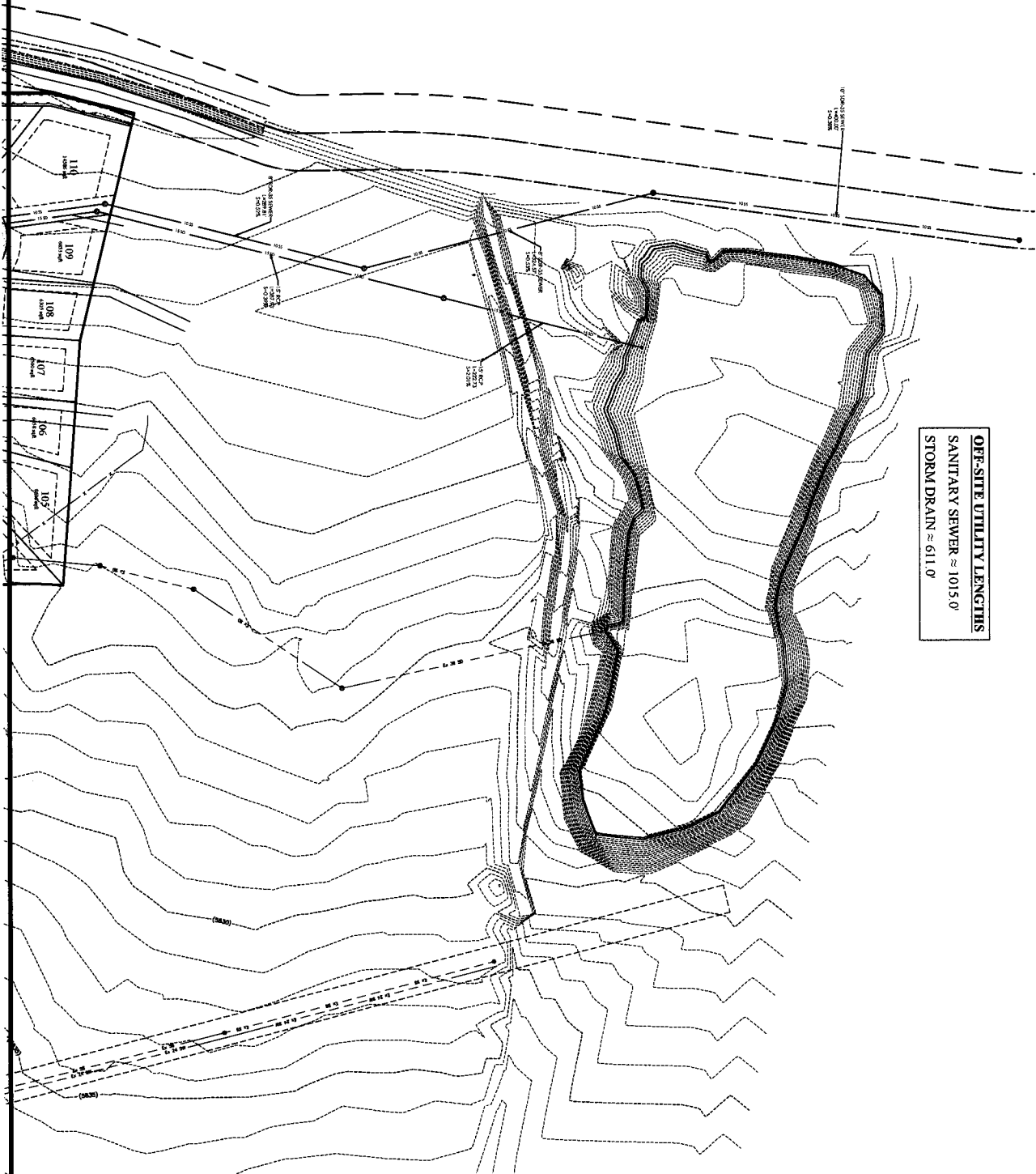


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6949 S. HIGH TECH DRIVE, SUITE 200
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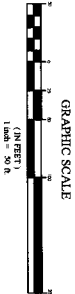
LANDSCAPE PLAN (PARCEL A)
L6

EXHIBIT Ad2-E

Option A Detention Pond



OFF-SITE UTILITY LENGTHS
 SANITARY SEWER ≈ 1015.0'
 STORM DRAIN ≈ 611.0'



01

REVISION BLOCK		
NO.	DATE	DESCRIPTION

Crossings at Lake Creek
 Wasatch County
 Site Exhibit Off-Site

FOCUS
 ENGINEERING AND SURVEYING, LLC
 32 WEST CENTER STREET
 MIDVALE, UTAH 84047 PH: (801) 352-0075
 www.focusutah.com

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Exhibit Ad2-F

Option B Detention Pond

Exhibit Ad2-G
Drainage Easement Form

EASEMENT AGREEMENT

TRACEY CANNON OR SUCCESSOR, ("TRACEY") TLC INVESTMENT ENTERPRISE, LLC OR ITS SUCCESSOR, ("TLC"), WASATCH COUNTY ("County"), CROSSING AT LAKE CREEK HOMEOWNERS ASSOCIATION, INC. ("Crossings HOA"), and IVORY LAND CORPORATION ("Ivory") enter into this EASEMENT AGREEMENT (this "Agreement") on July ____, 2021. TLC, County, Crossings HOA, and Ivory are each referred to herein as a "Party" and are collectively referred to herein as the "Parties".

Background

- A. Tracey Cannon and TLC has granted the County a Drainage Easement across Tracey Cannon's and TLC's property for the operation, maintenance, repair, alteration, and replacement of drainage lines and facilities recorded as Entry Number 469381 in the books of the Wasatch County Recorder ("County Easement").
- B. The Parties, or some of them, have previously entered into various agreements regarding their respective rights and responsibilities related to the storm drain facilities referenced in the County Easement.
- C. The Parties desire to memorialize their rights and responsibilities in this Easement Agreement ("Agreement") which shall be recorded against Parcel Nos. 00-0008-9461, 00-0012-6388, and 00-0020-9919.

NOW, THEREFORE, in consideration of the mutual promises, covenants, provisions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms

1. Incorporation of Easement. The Parties recognize Tracey and TLC has previously granted the County the County Easement recorded as Entry Number 469381 in the books of the Wasatch County Recorder. The County Easement is attached as Exhibit Easement-A and incorporated herein.
2. Private Party's Rights and Obligations. The Parties recognize Ivory owns approximately 14.7 acres of real property comprising what was anticipated as Phase 10 of the Crossings at Lake Creek subdivision, which is Parcel No. 00-0020-9919 ("Ivory Property"). The Parties further recognizing Ivory, TLC, and Crossings HOA have previously entered into that Settlement & Road Construction Agreement dated May 20th, 2020 ("Settlement Agreement"). Consistent with the Settlement Agreement, the Parties acknowledge and agree as follows:
 - a. Tracey and TLC Investment Enterprise LLC hereby grants, conveys, sells, and sets over to Ivory, its successors and assigns, 1) a perpetual non-exclusive easement for the construction, operation, maintenance, repair, alteration, and replacement of drainage lines and facilities on, over, under, and across the real property located in Wasatch County, State of Utah, and 2) a perpetual, non-exclusive easement for the

collection and detention of all storm drainage originating on the Ivory Property, and for the operation, maintenance, repair, alteration, and replacement of the detention pond on, over, under, and across the real property located in Wasatch County, State of Utah, described as follows: See attached Exhibit Easement-B, ("Ivory Drainage Lines Easement") and Easement-D, ("Legal Description of the Detention Pond").

- b. Ivory shall construct the storm drain shown on Exhibit Easement-C ("Storm Drain System"), connecting 1200 South to a detention pond to be constructed to the north of the Ivory Property ("Detention Pond"). The Detention Pond is further described and defined in Exhibit Easement-D.
- c. Ivory and its successors in interest shall have the right to utilize the Ivory Drainage Lines Easement and the Storm Drain System for all storm drainage originating from the Ivory Property.
- d. Ivory and its successors in interest shall have the right, but not the responsibility, to utilize the Ivory Drainage Lines Easement for maintenance of the Storm Drain System and will be required to restore the site to the condition it was prior to the maintenance. All costs will be split pro-rata based on ERU's that utilize the detention pond per the Section L.
- e. Ivory shall have the responsibility to maintain the Detention Pond until the land is conveyed to Crossings HOA at which time the sole responsibility is the Crossings HOA, nevertheless, Ivory and TLC and the Crossings HOA shall at all times in which the Detention Pond is not their responsibility to maintain, have the right, but not the responsibility, to maintain the Detention Pond.
- f. TLC and/or Crossing HOA shall only install improvements in the County Easement that will not interfere with the County's use of the easement. The County agrees that sod, shallow root plants, irrigation systems (e.g. sprinklers) are acceptable improvements in the County Easement ("Approved Improvements") and trails sidewalks, utilities, fences, path lighting and roadways are subject to the ordinary County approval process.
- g. TLC or its successor and/or the Crossings HOA maintain exclusive right to utilize the Detention Pond for any and all activity and Ivory is only allowed access for construction and maintenance purposes.
- h. Ivory or its successor in interest shall construct a park on the Ivory Property on the Parcel-B identified on Exhibit Easement-E. The park shall be conveyed as open space to the Crossings HOA.
- i. Ivory or its successor in interest shall construct a trail on the Ivory Property on the Parcel-A identified on Exhibit Easement-E. The trail and Parcel-A shall be conveyed as open space to the Crossings HOA, and shall be maintained by the Crossings HOA after the warranty period expires after it is approved by the County.

- j. Crossings HOA members and Ivory or its successor in interest shall have the right to utilize the park and trail, subject to any reasonable rules and regulations established by the governing entity, which is the Crossings HOA.
 - k. In consideration for use of the park and trail, Ivory or its successor will reimburse the Crossings HOA 33% of the ongoing maintenance, repair and replacement costs directly associated with the park, trail and associated improvements. The County shall not be required to ensure this is paid.
 - l. When calculating assessments due from the Ivory HOA to the Crossings HOA or other costs to maintain the Detention Pond, proportionate use of the Detention Pond shall be calculated on a per ERU basis. Only the ERU's that have their storm drainage system connected to the Detention Pond shall be included. Any other measure for calculation can only be used with mutual consent from all Parties with financial interests. When agreement cannot be reached, ERU-based share will be required. Ivory or its successors are responsible for a total of Sixty Six (66) ERU's based on the Settlement Agreement between Ivory and Crossings X, LLC and TLC. For example, Ivory has 66 ERU's utilizing the Detention Pond and Crossings HOA has 12 ERU's utilizing the detention pond, Ivory will be responsible for 84.6% of the costs and Crossings HOA for 15.4% of the costs. The County shall not be required to ensure this is paid.
 - m. Provided Tracey and TLC Investments provide the detention capacity for Ivory as outlined herein nothing in this Agreement shall be construed to otherwise limit the rights of Tracey and/or its successors in interests to seek approval for additional storm water detention capacity, and other landscaping and structures to this Detention Pond. Ivory or its successors agree to comply with any and all changes as long as their Eighty Thousand Three Hundred (80,300) cubic feet of capacity (the initial storage requirement for Ivory and Phase 7b and 8b of The Crossings at Lake Creek) is maintained.
3. County Rights and Obligations. The Parties recognize the County has previously entered into The Crossings at Lake Creek Development Agreement for Phases 2, 3, 5, 7A, 8A, 7B, 8B, 9, 10, and 12 recorded as Entry Number 317575 in the books of the Wasatch County Recorder ("Development Agreement"). Consistent with the Development Agreement, the Parties acknowledge and agree as follows:
- a. The County shall maintain the subsurface Storm Drain System contained within the County Easement which maintenance shall include without limitation keeping the catch basins free of debris;
 - b. The County shall repair any Approved Improvements damaged in its maintenance of the Storm Drain System at their cost;
 - c. The County shall have the right, but not the responsibility to maintain or repair the Detention Pond; and

- d. In the event the County elects to perform any maintenance or repairs on the Detention Pond, Ivory or its successor, TLC or its successor, and the Crossings HOA shall reimburse the County for any maintenance, and repair of the Detention Pond to the extent of their proportionate use (as outlined above). In the event Wasatch County elects to perform any necessary above ground (because the County has agreed to maintain the subsurface storm drain system after the applicable warranty period) maintenance or repairs after the Ivory HOA and Crossings HOA has been given a commercially reasonable time to make the identified repairs on its own after notice, unless it is not commercially reasonable to give notice due to an imminent threat to life or property, the Ivory HOA and the Crossings HOA shall reimburse Wasatch County for all maintenance and repair of the Selected Detention Pond to the extent of their proportionate use.

4. Miscellaneous.

- (a) This Agreement may be signed in one or more counterparts with the same effect as if the parties executing the counterparts had all executed one document. The exhibits attached to this Agreement are incorporated by this reference.
- (b) If any provision is held to be invalid and unenforceable, the provision will be severable from, and the invalidity and unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.
- (c) This Agreement constitutes a covenant running with the land and will be binding upon and inure to the benefit of successors and assigns of the Parties.
- (d) This Agreement is to be governed by and construed in accordance with Utah law. Time is of the essence. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein will not be deemed a waiver of any rights or remedies, and will not be deemed a waiver of any subsequent breach or default.
- (e) The provisions of this Agreement are not intended to create, nor will they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the Parties. The provisions of this Agreement will be construed as a whole and not strictly for or against any Party. Nothing in this Agreement is intended to create an enforceable right, claim, or cause of action by any third-party against any Party to this Agreement.

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

[signatures and acknowledgments on following page(s)]

Tracey Cannon

By: _____
Tracey Cannon

STATE OF UTAH)
 ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ____ day of _____,
2021, by Tracey Cannon.

NOTARY PUBLIC
Residing at: _____

TLC Investment Enterprises, LLC

By: _____
Tracey Cannon

Its: Manager

STATE OF UTAH)
 ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ____ day of _____,
2021, by Tracey Cannon, who executed the foregoing instrument in her capacity as General
Manager for TLC Investment Enterprises, LLC.

NOTARY PUBLIC
Residing at: _____

THE CROSSINGS AT LAKE CREEK
HOMEOWNERS ASSOCIATION, INC

By:
Its:

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this ____ day of _____, 2021, by _____, authorized representative of The Crossings at Lake Creek Homeowners Association.

NOTARY SIGNATURE AND SEAL

IVORY LAND CORPORATION

By:
Its:

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this ____ day of _____, 2021, by _____, authorized representative of Ivory Land Corporation.

NOTARY SIGNATURE AND SEAL

WASATCH COUNTY

By:
Its:

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this ____ day of _____, 2021, by _____, authorized representative of Wasatch County.

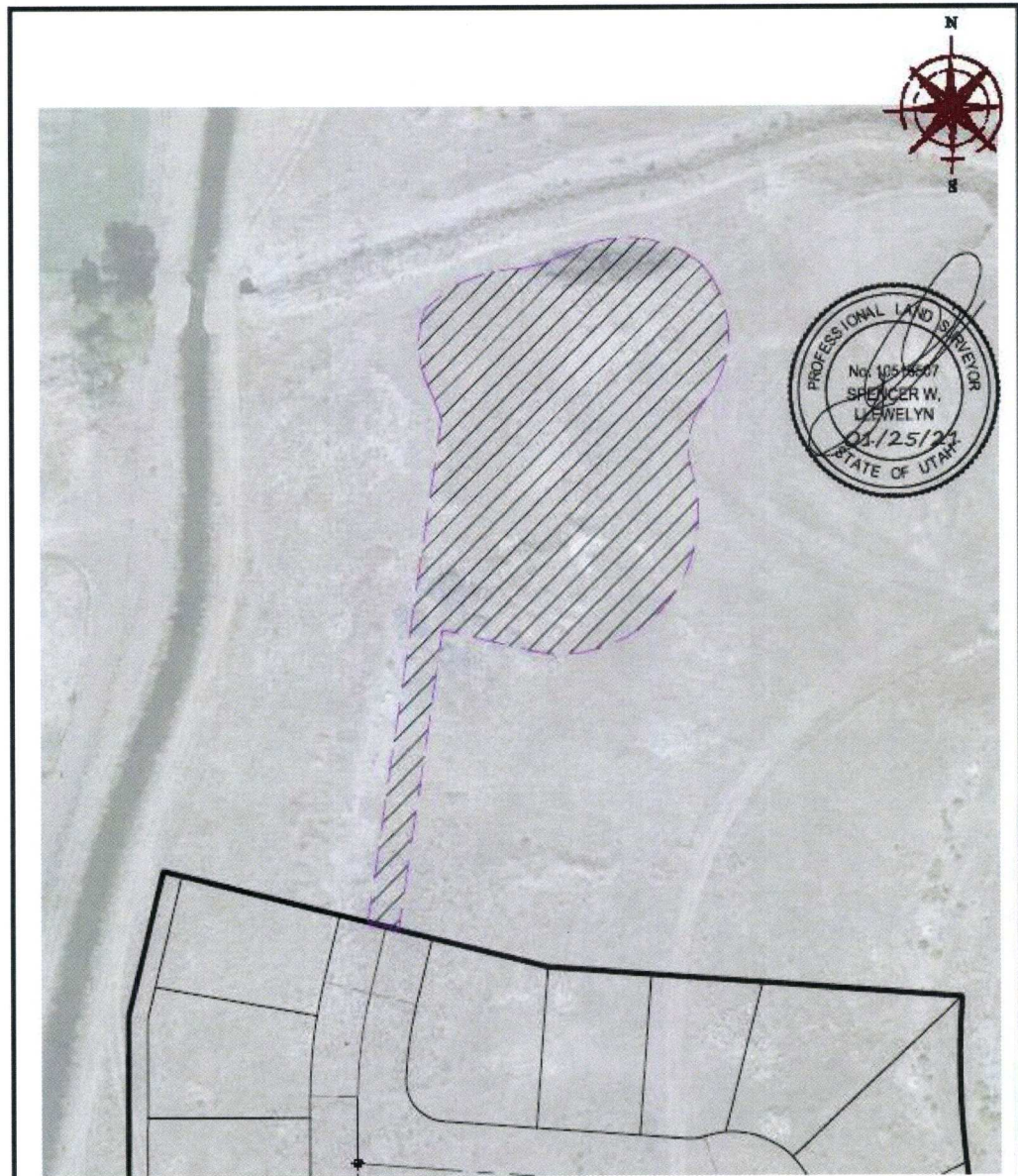
NOTARY SIGNATURE AND SEAL

EXHIBIT EASEMENT-A

County Easement

EXHIBIT EASEMENT-B

The Ivory Drainage Lines Easement



FOCUS
ENGINEERING AND SURVEYING, LLC
4949 S. HIGH TRACE DRIVE SUITE 300
MIDVALE, UTAH 84047 PH: (801) 332-0075
www.focusidaho.com

COTTAGES AT OLD FARM
OFF-SITE DRAINAGE AND POND EASEMENT

Sheet	1/25/21
Date	1/25/21
Drawn	SWL
Plot	18-326
Scale	

1 OF 1

SCALE: 1" = 200' (VERTICAL SCALE: 1" = 40')

EXHIBIT EASEMENT-C

**Depiction of Storm Drain System
[To be inserted – may be this or other option]**

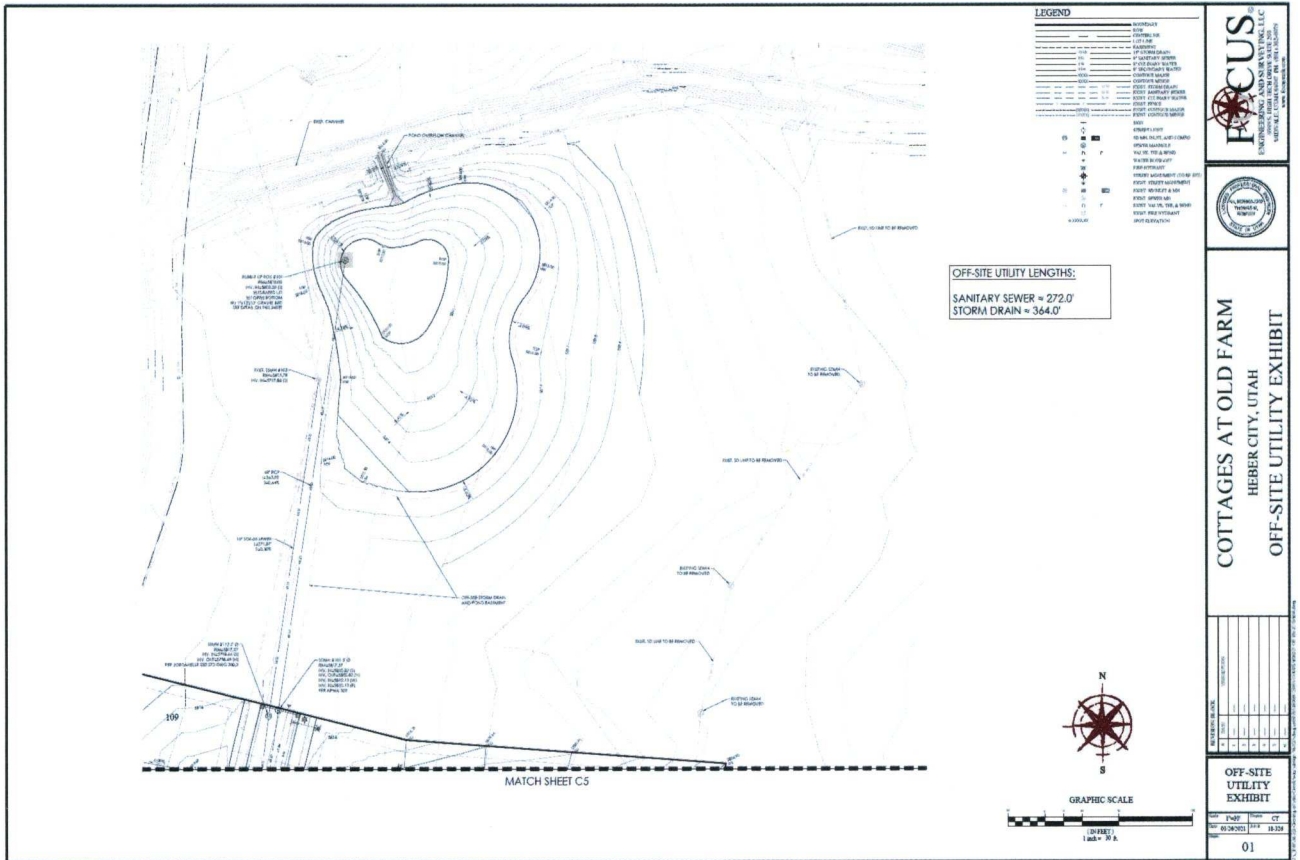


EXHIBIT EASEMENT-D

Legal Description of the Detention Pond

LEGAL DESCRIPTION

PREPARED FOR

THE CROSSINGS AT LAKE CREEK

HEBER CITY, UTAH

(January 25, 2021)

OFF SITE DRAINAGE AND POND EASEMENT

[To be inserted – May be this or other option]

An easement located in the SW1/4 of Section 3, Township 4 South, Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

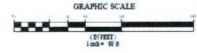
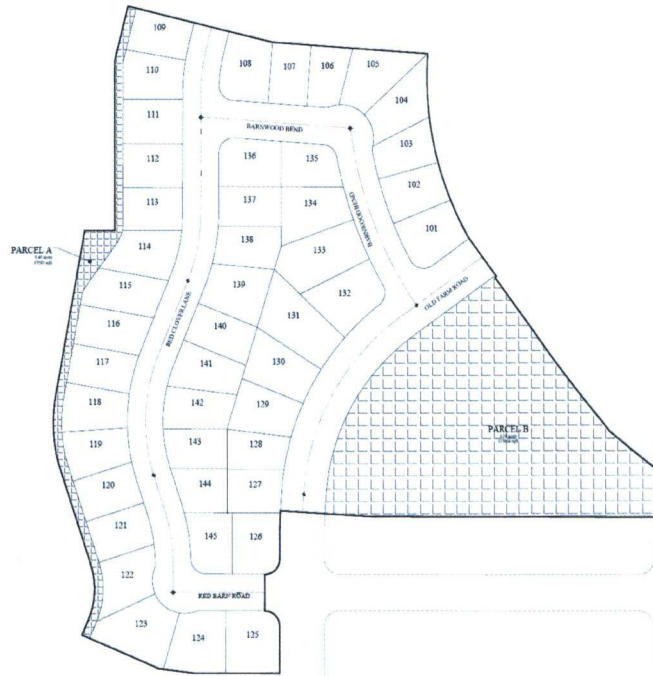
Beginning at a point located S89°48'35"W along the Section line 1,820.79 feet and South 3,658.76 feet from the North 1/4 Corner of Section 3, T4S, R5E, SLB&M; thence N08°41'33"E 313.71 feet; thence Northerly along the arc of a non-tangent curve to the left having a radius of 195.48 feet (radius bears: S71°32'54"W) a distance of 21.04 feet through a central angle of 06°10'03" Chord: N21°32'08"W 21.03 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 58.68 feet (radius bears: N62°58'23"E) a distance of 49.99 feet through a central angle of 48°48'32" Chord: N02°37'21"W 48.49 feet; thence Northeasterly along the arc of a non-tangent curve to the right having a radius of 86.36 feet (radius bears: S44°42'04"E) a distance of 66.81 feet through a central angle of 44°19'48" Chord: N67°27'50"E 65.16 feet; thence N75°41'46"E 16.05 feet; thence N67°54'38"E 25.97 feet; thence Easterly along the arc of a non-tangent curve to the right having a radius of 74.81 feet (radius bears: S21°31'13"E) a distance of 77.58 feet through a central angle of 59°25'28" Chord: S81°48'29"E 74.15 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 65.06 feet (radius bears: S47°14'53"W) a distance of 87.56 feet through a central angle of 77°06'23" Chord: S04°11'56"E 81.10 feet; thence Southwesterly along the arc of a non-tangent curve to the left having a radius of 53.72 feet (radius bears: S46°01'23"E) a distance of 17.39 feet through a central angle of 18°32'50" Chord: S34°42'12"W 17.31 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 47.66 feet (radius bears: S65°55'09"E) a distance of 31.19 feet through a central angle of 37°29'54" Chord: S05°19'54"W 30.64 feet; thence Southwesterly along the arc of a non-tangent curve to the right having a radius of 86.92 feet (radius bears: S70°38'24"W) a distance of 180.26 feet through a central angle of 118°49'24" Chord: S40°03'06"W 149.65 feet; thence N76°50'44"W 61.46 feet; thence S08°41'33"W 187.01 feet; thence N76°09'17"W 20.08 feet to the point of beginning.

Contains: 44,110 square feet or 1.01 acres+/-

Exhibit EASEMENT-E

Depiction of Park Parcel

COTTAGES AT OLD FARM OPEN SPACE EXHIBIT



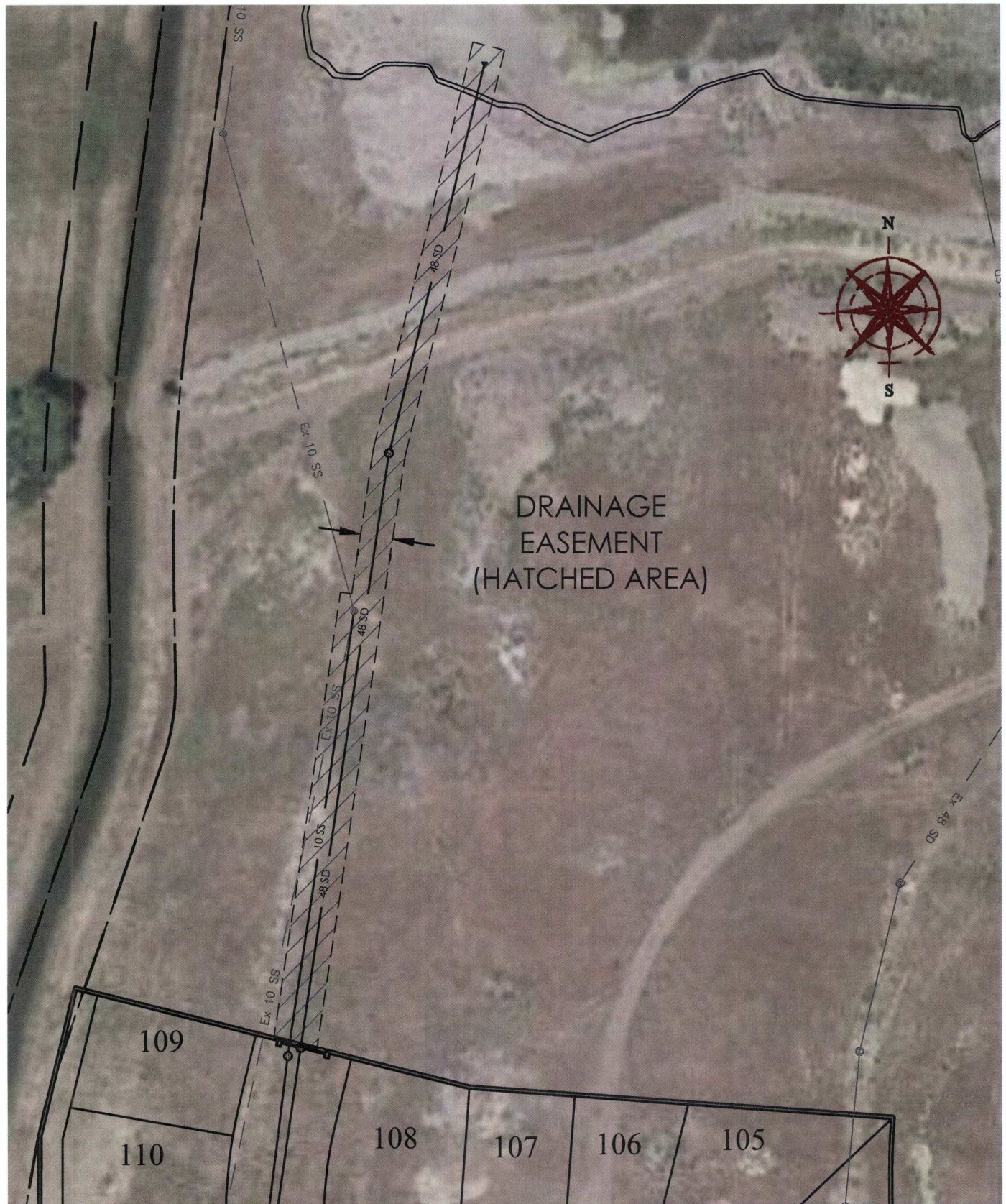
LEGEND

---	BOUNDARY
---	PROPERTY LINE
---	EXISTING EASEMENT
---	PROPOSED EASEMENT
---	EXISTING UTILITY
---	PROPOSED UTILITY
---	PROPOSED EASEMENT
---	PROPOSED EASEMENT
---	PROPOSED EASEMENT



Exhibit EASEMENT-F

Exhibit Ad2-H
Drainage Easement Rendering



FOCUS[®]
 ENGINEERING AND SURVEYING, LLC
 6949 S. HIGH TECH DRIVE SUITE 200
 MIDVALE, UTAH 84047 PH: (801) 352-0075
 www.focusutah.com

CROSSINGS AT LAKE CREEK OFFSITE EASEMENT EXHIBIT

Date Created: 7/23/19
 Scale: 1"=80'
 Drawn: SWL
 Job: 18-326
 Sheet:

1 OF 1

Z:_2018\18-326_Crossing at Lake Creek\work\18-326.dwg\work\18-326\SURVEY EXHIBITS\Offsite Easement.dwg