

STORMWATER DISCHARGE EASEMENT AGREEMENT

This STORMWATER DISCHARGE EASEMENT AGREEMENT (this “**Agreement**”) is made by and between CURRENT JORDANELLE INVESTMENTS, LC, a Utah limited liability company (“**Jordanelle**”) and THE POINTE DEVELOPMENT CORPORATION, a Utah corporation (“**Pointe**”) (Jordanelle and Pointe are referred to collectively herein as “**Current**”), and SKYRIDGE DEVELOPMENT, LLC, a Utah limited liability company and SKYRIDGE EQUESTRIAN CENTER, INC., a Utah corporation (collectively, “**SkyRidge**”), and is dated on this 21st day of February, 2023.

RECITALS

A. WHEREAS, Pointe is the current record title owner of that certain parcel of real property located in Wasatch County, Utah and more particularly described on **Exhibit A** hereto as the “**Pointe Parcel**”;

B. WHEREAS, Jordanelle is the current record title owner of that certain parcel of real property located in Wasatch County, Utah and more particularly described on **Exhibit B** hereto as the “**Sage Hen Parcel**” (along with the Pointe Parcel, the “**Current Parcels**”);

C. WHEREAS, SkyRidge is the record title owners of those certain parcels of real property located in Wasatch County, Utah and more particularly described on **Exhibit C** hereto as: (iii) the “**SkyRidge Development Parcel**,” and (iv) the “**SkyRidge Equestrian Parcel**” (collectively, the “**SkyRidge Parcels**”);

D. WHEREAS, in connection with the development of the Current Parcels into residential developments, Current desires to discharge stormwater runoff from the Current Parcels over and across those natural drainage channels shown on **Exhibit D** hereto (or, if SkyRidge so elects, through any other form of appropriate drainage culverts, pipes or other improvements to be installed by SkyRidge, at the sole expense of SkyRidge, on the SkyRidge Parcels) (such channels, culvert pipes or other improvements, the “**Draws**”) into the existing detention pond located on the SkyRidge Equestrian Parcel (the “**Pond**”) depicted on **Exhibit E** hereto (the Pond and the Draws are referred to collectively herein as the “**Easement Areas**”);

E. WHEREAS, stormwater run-off from the Current Parcels will consist of any and all run-off from residential areas, including parks, yards, sidewalks, streets, driveways, parking lots, and other impervious structures;

F. WHEREAS, SkyRidge acknowledges that Current may assign the rights and responsibilities under this Agreement to one or more homeowners’ associations (one or more, the “**HOA**”) which shall be formed subsequent to the development of the Current Parcels; and such assignment shall require the HOA to perform all obligations of Current under this Agreement after such assignment; and

G. WHEREAS, SkyRidge has agreed to accept the stormwater runoff described above on the SkyRidge Parcels in the Draws and the Pond on the terms and conditions set forth herein.

NOW THEREFORE, for due consideration, the receipt and sufficiency of which are hereby acknowledged, Current and SkyRidge agree as follows:

AGREEMENT

1. **Grant of Easement.** For and in consideration of the payment of \$10.00 and for the mutual promises set forth herein, SkyRidge grants to Current and its successors and assigns a perpetual, non-exclusive easement (the "**Easement**") in, to, through, and over the Draws and the Pond comprising the Easement Areas for the sole purpose of allowing Current to discharge stormwater runoff originating on the Current Parcels. Current accepts the condition of the Easement Areas and the SkyRidge Parcels in their "AS IS" condition. By entering this Agreement, so long as the Draws and the Pond maintain their current carrying capacities, Current waives and releases SkyRidge from any liability, obligation, damage, or claim of whatsoever nature relating to the condition of the Easement Areas or the SkyRidge Parcels, whether apparent or hidden. Current waives any right to require SkyRidge to maintain the Easement Areas or either of the SkyRidge Parcels in any particular safe condition, as long as the Draws and the Pond maintain their current carrying capacities. Nothing in this Section 1 shall prevent SkyRidge from electing, in its sole discretion, to install pipes or culverts or other drainage improvements in the Easement Areas.

2. **Limitations on SkyRidge's Use of Easement Property.** SkyRidge shall not construct or place any structure, building, or other surface improvements, whether temporary or permanent, or plant or locate any trees or shrubs on the Easement Areas. Any such improvement, trees, or shrubs now or hereafter located on the Easement Areas may be removed by Current without liability. Notwithstanding the preceding, SkyRidge may construct, install, maintain, repair, and replace, in compliance with applicable governmental requirements, a fence on or over the Easement Areas, and, to the extent not inconsistent with Current's use of the Easement Areas for stormwater flows, SkyRidge may install and maintain grass or other ground cover in the Easement Areas without the prior agreement of Current.

3. **Restoration of Easement Property.** Upon completion of any activities of Current which disturbs the surface of the Easement Areas, including any fences now located on or near the Easement Areas and any future SkyRidge improvements permitted by this Agreement, Current shall promptly restore the Easement Areas and such fence or improvements to the condition they were in immediately prior to such disturbance or as otherwise required by this Agreement, except as otherwise provided in this Agreement. If a fence cannot be restored in its prior location, Current shall relocate it to a position reasonably satisfactory to SkyRidge.

4. **Conduct of Current.** At all times, all actions of Current on or about the Easement Areas or in connection with the Easement Areas and all activities of Current contemplated by this Agreement shall be taken in full and strict compliance with all governmental requirements. Current shall at all times be responsible for the quantity and quality of all waters discharged onto the Easement Areas from the Current Parcels. Current shall be responsible for compliance with all applicable federal, state, and local requirements for the construction, operation, use, and

maintenance of any stormwater improvements constructed on the Current Parcels and for all discharges of stormwater from the Current Parcels into the Pond, for storage of the stormwater in the Pond, and for any discharge of such stormwater from the Pond, including compliance with all applicable federal, state, and local water quality requirements.

5. **Indemnity.** Current shall indemnify, defend, and hold SkyRidge harmless from and against any and all losses, claims, actions, damages, liabilities, penalties, fines, or expenses, of whatsoever nature, including, without limitation, reasonable attorneys' fees and costs on account of mechanics' lien claims, injury to persons, the death of any person, or damages to property ("**Claims**") arising from the use of the Easement Areas, the Pond, or adjoining areas, or from the discharge of stormwater onto the Easement Areas or into the Pond, or from the storage of stormwater in the Pond, or the release or discharge of the stormwater from the Pond, or from any activities contemplated by this Agreement, in each case undertaken by Current or any other person claiming by, through, or under Current, except to the extent any such Claim results from the wrongful acts or omissions or the negligence, gross negligence or willful and wanton acts of SkyRidge. The indemnity set forth in this paragraph shall be effective without regard to compliance or non-compliance with this Agreement by Current or SkyRidge, provided SkyRidge shall act reasonably in the maintenance and operation of the Pond and the amount of any Claim shall be reduced to the extent directly caused by SkyRidge's non-compliance with this requirement or any other requirement of this Agreement.

6. **Ingress and Egress.** Current shall have the perpetual non-exclusive right of access over and across the SkyRidge Parcels for itself and its agents to the extent reasonably necessary in order to exercise Current's rights and obligations under this Agreement. In exercising such right of ingress and egress, Current shall provide reasonable advance notice to SkyRidge of proposed activities. Current shall limit times of access to reasonable business hours and areas of access as may be reasonably directed by SkyRidge from time to time.

7. **Mechanics' Liens.** Current shall, at all times, keep the Easement Areas and the SkyRidge Parcels free from mechanics' lien claims or similar liens arising on account of any act directly by or on behalf of Current.

8. **Reserved Rights of SkyRidge.** SkyRidge reserves the rights to use the Easement Areas and to grant further easement interests in the Easement Areas to others so long as such interest and uses do not materially or unreasonably interfere with the use of the Easement Areas by Current in accordance with this Agreement.

9. **Performance of Current's Obligations by SkyRidge.** In the event Current fails to perform any obligations under this Agreement within ten (10) days of written notice by SkyRidge, SkyRidge may, but is not required to, perform any such obligation of Current at the sole cost and expense of Current. Except as may be necessary to prevent damage or injury on an emergency basis, SkyRidge shall not commence performance of any unperformed obligation of Current as long as, within such ten-day period, Current shall have commenced curative action and thereafter shall prosecute such curative action diligently to completion. All amounts so expended

by SkyRidge plus interest at the rate of ten percent (10%) per annum shall constitute a lien against the Current Parcels, provided, however, to the extent any portion of such parcels is administered by a duly formed HOA, the obligations of Current under this paragraph shall not be a lien on the individual residence of any homeowner or condominium owner, but the obligation shall be a personal obligation of each such HOA and be a lien on all real property which is owned by such HOA and which, at any time, was a part of the Current Parcels.

10. **Inurement.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, and assigns. The rights and obligations set forth in this Agreement are intended to run with the land.

11. **Assignment.** Upon completion of the development of the Current Parcels, it is anticipated that the ownership of the stormwater improvements located on the Current Parcels will be conveyed to the HOA, and the rights under this Agreement to discharge stormwater runoff originating on the Current Parcels into the Draws and the Pond in conformance with this Easement Agreement will be assigned to the HOA. Approval by SkyRidge of the conveyance of Current's rights under this Agreement to the HOA is conditioned on: (i) the written agreement by the HOA to assume all obligations of Current under this Agreement and to comply with all of the terms of this Agreement; (ii) the covenants, conditions, and restrictions ("CC&Rs") of the HOA shall (A) refer expressly to the obligation of the HOA to assume all obligations of Current under this Agreement; (B) provide that the HOA shall assess its members an amount necessary to pay in a timely fashion all amounts owed to SkyRidge under this Agreement; and (C) encompass all lots or parcels within the Current Parcels which, from time to time, are improved with structures; and (iii) any property not governed by the HOA for the assessment of expenses related to this Agreement shall not be entitled to discharge water pursuant to the Easement. Notwithstanding anything in this Agreement to the contrary, unless and until expressly released by SkyRidge, Current, its successors in interest, and any assignee of this Agreement, shall be and remain obligated and liable for all obligations of Current under this Agreement. All documents executed in connection with the assignment and assumption of this Agreement shall be reasonably satisfactory in form and substance to SkyRidge. Upon compliance by the HOA with the provisions of this Section, Current shall be released from the obligations assumed by the HOA.

12. **Maintenance of Pond.** Any expenses of the operation, maintenance, and reconstruction of the Pond, including, without limitation, desilting, if necessary, shall be borne solely by SkyRidge. SkyRidge shall keep Current advised with respect to all issues regarding handling of the stormwater discharge provided for in this Agreement into the Pond, including any decisions it makes concerning the operation, maintenance, and reconstruction of the Pond, and shall provide notice to Current and its successors of perceived or anticipated problems in that regard so as to resolve capacity problems expeditiously and proactively. In the event that Current discharges stormwater runoff originating on the Current Parcels into the Pond in an amount that alone, or in combination with other waters, causes the capacity of the Pond to be exceeded, Current shall be responsible for any resulting damages and shall be liable for any violations of any federal, state, or local requirements, including any environmental laws, in each case attributable to the quantity or quality of waters discharged into the Pond that originated on the Current Parcels.

Without limiting the generality of the foregoing, Current shall, at all times, use commercially reasonable practices to limit the amounts of silt, hazardous or toxic substances and pollutants (as defined in any applicable state or federal law), and other contaminants from entering the Easement Areas or the Pond.

13. **Conditions of Use.** The right of Current to continue to discharge stormwater run-off into the Pond is expressly conditioned on the run-off being of sufficient quality not to cause or contribute to any material harm, or to otherwise materially damage the Pond or adversely and materially impact the present or future uses of the Pond. If at any time SkyRidge, or its successors or assigns, reasonably determines that the quality of the stormwater run-off has materially damaged or is materially damaging the Pond, SkyRidge and its successors or assigns may demand, and Current shall take, such measures as may be reasonably required to correct the condition causing such damage. If the discharge into the Pond from the stormwater improvements on the Current Parcels has caused or contributed to any material damage of the Pond, or the SkyRidge Parcels, Current shall take such action as may be necessary to bring SkyRidge Parcels and the Pond substantially back to their original condition prior to the damage, or to compensate SkyRidge, or its successors or assigns, for such damages. The provisions of this Section shall be specifically enforceable by SkyRidge without the necessity of demonstrating an adequate remedy at law exists, and damage to SkyRidge's real property caused directly by the breach of this Agreement by Current shall be presumed to be an irreparable harm. In connection with any such action, SkyRidge shall not be required to post a surety bond.

14. **Attorneys' Fees.** In the event of any litigation, arbitration, or other proceeding brought to enforce or interpret this Agreement, the prevailing party shall receive an award of its reasonable attorneys' fees and costs.

15. **Paragraph Headings.** Paragraph headings are included for reference purposes only and do not constitute part of this Agreement.

16. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Colorado without regard to conflicts of law provisions.

17. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a 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 this Agreement.

18. **Notices.** All notices, demands, or other communications to any party under this Agreement shall be in writing and shall be sent only by e-mail, U.S. Mail, by nationally recognized courier service, or by personal delivery; and shall be given as follows:

If to SkyRidge, to: SkyRidge Development, LLC
Attn: Tyler Aldous

1960 Sidewinder Drive, Suite 205
Park City, Utah 84060
tyler@skyridgeparkcity.com

SkyRidge Equestrian Center, Inc.
Attn: Tyler Aldous
1960 Sidewinder Drive, Suite 205
Park City, Utah 84060
tyler@skyridgeparkcity.com

with a copy to: Hoggan Lee Hutchinson
Attn: Matthew B. Hutchinson
1225 Deer Valley Drive, Suite 201
Park City, Utah 84060
matt@hlhparkcity.com

If to Current, to: The Pointe Development Corporation
Attn: Jacob Ballstaedt
273 N. East Capitol Street
Salt Lake City, Utah 84103

All such notices, demands, requests, or other communications shall be deemed received on the date of receipt by the recipient if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, demand, request, or other communication shall be deemed not to have been received until the next succeeding business day in the place of receipt. Addresses for notice may be changed from time to time by notice to the other party.

19. **Waiver.** Waiver by either party of any one default will not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement will not be deemed exclusive, but, instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

20. **Construction.** The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties can be carried out.

21. **Exhibits.** The parties acknowledge and agree that each of the Exhibits attached to this Agreement form an integral part of this Agreement and by this reference are incorporated herein as if set forth in full verbatim.

22. **Joint and Several.** All obligations of Current and SkyRidge under this Agreement shall be joint and several obligations.

[Signature pages follow.]

IN WITNESS WHEREOF, SkyRidge Development, LLC has duly executed this Agreement as of the Effective Date.

SKYRIDGE DEVELOPMENT, LLC, a Utah limited liability company

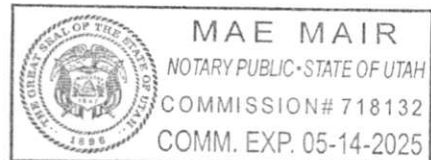
Tyler Aldous
By: Tyler Aldous
Its: Manager

Acknowledgement

STATE OF UTAH :
SS.
COUNTY OF Summit :

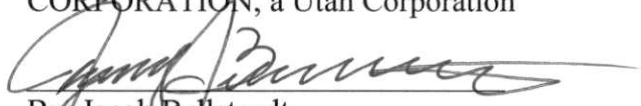
On the 21st day of February, 2023, personally appeared before me, Tyler Aldous whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he is duly to execute the foregoing instrument in his capacity as Manager of SkyRidge Development, LLC, and that he executed the foregoing instrument for its stated purpose of his own voluntary act.

Maë Mair
Notary Public



IN WITNESS WHEREOF, The Pointe Development Corporation has duly executed this Agreement as of the Effective Date.

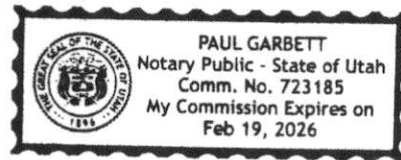
THE POINTE DEVELOPMENT CORPORATION, a Utah Corporation



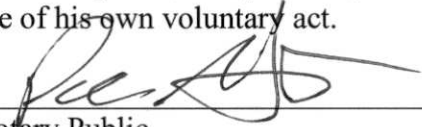
By: Jacob Ballstaedt
Its: President

Acknowledgement

STATE OF UTAH :
SS.
COUNTY OF Salt Lake :



On the 8 day of February, 2023, personally appeared before me, Jacob Ballstaedt, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he is duly to execute the foregoing instrument in his capacity as President of The Pointe Development Corporation, and that he executed the foregoing instrument for its stated purpose of his own voluntary act.



Notary Public

EXHIBIT A

Legal Description of Pointe Parcel

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF SAID SECTION 13, THENCE NORTH 87°04'04" EAST 1044.48 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE NORTH 49°30'32" WEST 43.81 FEET TO A POINT ON A 468.83 FOOT RADIUS CURVE TO THE LEFT AND THE WESTERLY LINE OF JORDANELLE PARKWAY; THENCE ALONG THE ARC OF SAID CURVE 1.15 FEET, HAVING A CENTRAL OF 00°08'26" (CHORD BEARS NORTH 41°20'19" EAST 1.15 FEET); THENCE NORTH 41°25'07" EAST 26.76 FEET ALONG SAID WESTERLY LINE TO THE BEGINNING OF A 537.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE AND WESTERLY LINE 581.79 FEET, HAVING A CENTRAL OF 62°01'02" (CHORD BEARS NORTH 10°24'35" EAST 553.81 FEET); THENCE NORTH 79°53'06" EAST 87.68 FEET; THENCE SOUTH 56°19'00" EAST 70.00 FEET; THENCE SOUTH 83°47'48" EAST 170.32 FEET; THENCE NORTH 16°33'26" EAST 63.77 FEET; THENCE NORTH 88°51'25" EAST 1256.84 FEET; THENCE SOUTH 46°08'35" EAST 585.48 FEET; THENCE SOUTH 01°08'35" EAST 244.48 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 13; THENCE NORTH 89°27'20" WEST 488.71 FEET ALONG SAID SOUTH LINE TO THE SOUTH QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 87°04'04" WEST 1582.91 FEET ALONG THE SOUTH LINE OF SAID SECTION 13 TO THE POINT OF BEGINNING.

CONTAINS: 1,221,494 S.F. / 28.04 AC +/-

WASATCH COUNTY TAX PARCEL NO'S: 00-0007-1352 AND 00-0012-6065,

EXHIBIT B

Legal Description of Sage Hen Parcel

SAGE HEN HOLLOW PARCEL D LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT N87°04'35"E 2355.82 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER AND N00°00'00"E 1145.63 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N22°10'05"E 430.11 FEET; THENCE N09°29'13" W 289.51 FEET; THENCE N40°17'07"W 284.05 FEET; THENCE N60°48'21"W 610.83 FEET; THENCE N19°35'04"E 141.17 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 962.50 FEET, A DISTANCE OF 31.17 FEET, A CHORD DIRECTION OF N20°30'44"E AND A CHORD DISTANCE OF 31.17 FEET THENCE S60°48'21"E 1813.34 FEET; THENCE S29°11'39"W 457.45 FEET; THENCE S60°48'21"E 0.67 FEET; THENCE S29°11'39"W 465 FEET; THENCE N60°48'21"W 675.33 FEET TO THE PONTE OF BEGINNING

CONTAINS 20.52 ACRES IN AREA

TAX ID NO. 00-0007-1337 AND 00-0007-1394

Situated in Wasatch County, State of Utah

EXHIBIT C

Legal Descriptions of SkyRidge Parcels

SKYRIDGE DEVELOPMENT, LLC PARCEL

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 638 FEET AND EAST 67.6 FEET FROM THE S ¼ CORNER OF SEC 13 T2S R4E SLM: S88-51-49W 1256.63; S16-33-56W 63.99; N83-47-19W 170.32; N56-18-25W 70; S79-53-37W 87.67; THENCE ALONG THE ARC OF A 562.5 FOOT RADIUS CURVE TO THE RIGHT 575.38 FEET (CHORD BEARS N14-28-8E); N45-13-45E 201.33; THENCE ALONG THE ARC OF A 537.5 FOOT RADIUS CURVE TO THE LEFT 254.77 FEET (CHORD BEARS N32-34-25E); S66-38-17E 704.43; S60-48-21E 888.04; S58-38-56W 301.26 TO THE BEGINNING.

AREA: 23.56 ACRES +/-

TAX ID NUMBER: OWC-0010-5-013-024

SKYRIDGE EQUESTRIAN CENTER, INC PARCEL

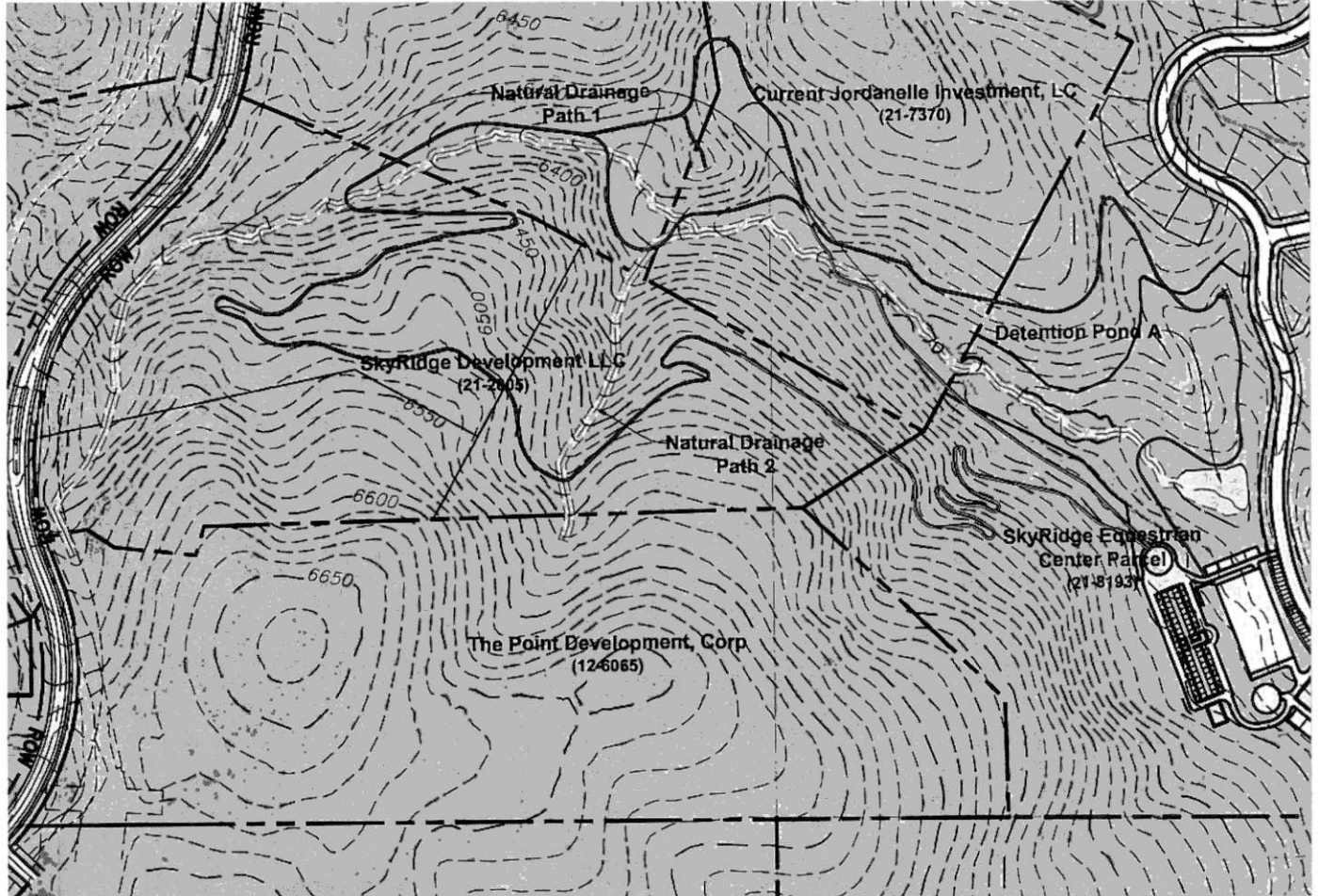
SKYRIDGE EQUESTRIAN CENTER PARCEL PLAT 3E, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED OCTOBER 18, 2022 AS ENTRY NO. 525928 IN BOOK 1426 AT PAGES 492-493 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

AREA: 26.29 ACRES +/-

TAX ID NUMBER: 0XY-3EEQN-0-013-024

EXHIBIT D

Site Plan

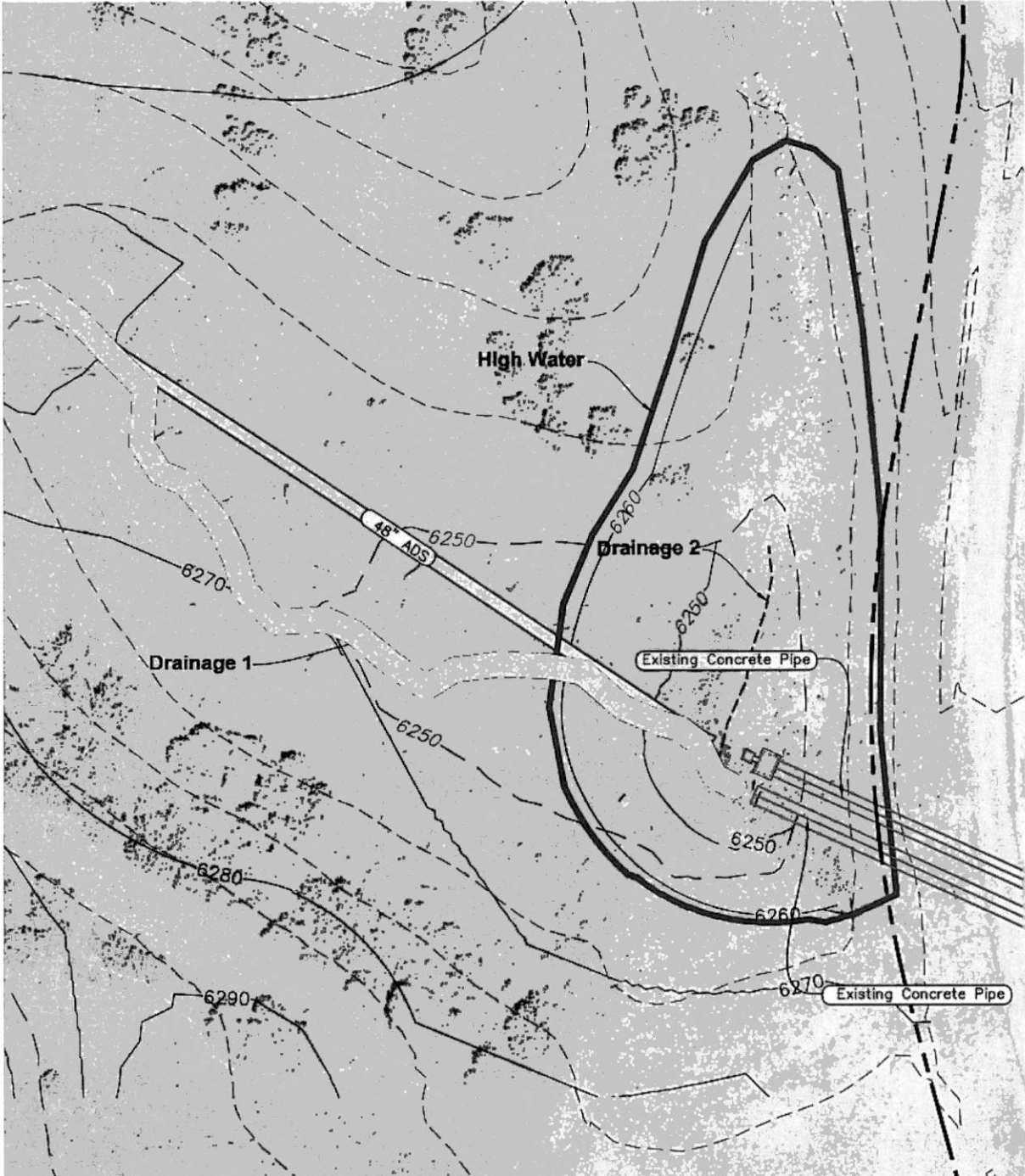


NORTH
SCALE: 1" = 250'

**DRAINAGE WAY
EXHIBIT "D"**

EXHIBIT E

Detention Pond Plan



**DETENTION STRUCTURE
EXHIBIT "E"**


NORTH
SCALE: 1" = 40'