

Project: Canyon Meadows

Developer: Cascade Development Company, LC

OWL'S NEST SPECIAL SERVICE DISTRICT SEWER DEVELOPMENT AND SERVICE AGREEMENT

This SEWER DEVELOPMENT AND SERVICE AGREEMENT ("**Agreement**"), is between the Owl's Nest Special Service District, a political subdivision of the State of Utah with an address of P.O. Box 519 Heber City, Utah 84032 (the "**District**"), and Cascade Development Company, LC, a Utah limited liability company with an address of 4833 North Edgewood Drive, Suite 201, Provo, Utah 84604 ("**Developer**").

RECITALS

- A. Pursuant to U.C.A. Sections 17D-1-101 *et. seq.* the District is authorized to provide sanitary sewer services to customers in the District's service area, which is located in the upper Provo Canyon area of unincorporated Wasatch County.
- B. At present, the District does not provide any sanitary sewer services, and does not own any facilities for the collection or treatment of sewer flows.
- C. The Developer is developing a residential subdivision (the "**Project**") on property located in upper Provo Canyon, more particularly described on Exhibit A (collectively, the "**Project Property**").
- D. The Developer desires to construct a sanitary sewer collection and treatment system to serve the Project (the "**Sewer System**"), and to dedicate that system to the District.
- E. The District is willing to accept the dedication of the Sewer System, and to thereafter provide sewer system services to customers in the District's service area, in conformance with and subject to the provisions of this Agreement and the rules and regulations of the District.
- F. This Agreement contains various general requirements and conditions for the design, construction and installation of the Sewer System, which supplement the District's rules and regulations, and sets forth the procedures governing the District's review, approval, inspection and acceptance of the Sewer System as a condition to the District providing retail sanitary sewer services.

AGREEMENT

Therefore, the parties agree as follows:

1. SEWER SYSTEM

- a. Sewer System Defined. The Sewer System required to be constructed and installed by the Developer shall include all internal sewer main lines within the Project, all individual service lines within the Project, all sewer valves and valve boxes, all sewer pumps and pump stations, all pressure regulation systems, all sewer system manholes, and all other pipes, tanks, treatment pods, fittings, equipment and facilities necessary to enable the District to provide sanitary sewer collection and treatment services within the Project.

- b. Sewer System Extensions. In order to maintain the contiguity of the District's sanitary sewer systems as property develops within the District, the Sewer System within the Project Property shall be constructed and installed by the Developer either within dedicated public streets or existing utility easements and/or within new utility easements granted by the Developer to the District as provided in Section 1(d)(3) below, in either case so as to extend to the outer boundaries of the Project Property, as directed by the District.
- c. Design of Sewer System. The Sewer System shall be designed, constructed, and installed in strict conformance with the requirements of this Agreement, the District's Design Standards, Construction Specifications and Standard Drawings, and all applicable law. The Sewer System shall be designed, constructed, and installed by Developer at its sole cost and expense.
- d. Representation of Ownership of Project Property. The Developer represents that the Developer is the owner of the property upon which the Project is being developed and for which services are being requested of the District.
- e. Rights of Way. The Sewer System required for the Project shall be installed in existing public streets, existing public utility easements, or public streets or utility easements to be dedicated through the recording of the Final Plat. If any portion of the Sewer System is installed on property that is not part of the Project Property, and not within an existing public street or public utility easement, the Developer shall acquire and grant easements to the District prior to the commencement of construction. Any such easements must be acceptable in both form and substance to the District, in its sole discretion.

2. SYSTEM IMPACTS AND IMPACT FEES [Not Used]

3. WATER RIGHTS, WATER SOURCE, WILL SERVE [Not Used]

4. FINAL PLAN

- a. Following the execution of this Agreement and approval of amended plat by the Wasatch County Planning Commission, the Developer shall prepare and submit to the District a final set of construction drawings, plans and profiles (the "Final Plan"), in conformance with the following:
 - i. The Final Plan shall comply with the District's Design Standards, Construction Specifications and Standard Drawings.
 - ii. The Final Plan submittal shall be reviewed internally by the District and in consultation with its consulting engineer and attorney. The Developer shall cooperate with the District in revising and conforming the Final Plan to the requirements of the District and its engineer. The Developer acknowledges that the District is not bound by any review or comment by the District on any

preliminary design drawings for the Project provided by the Developer. The District may approve or deny the Final Plan in its sole discretion.

- iii. The Final Plan must be approved in writing by the District and designated Wasatch County officials prior to holding the pre-construction meeting required to be held pursuant to Section 5(a) herein. In no event shall any construction or installation of the Sewer System be commenced by the Developer or its contractors without the Final Plan being approved by the District in writing.
- b. Based on its review of the Final Plan, the District will calculate an Inspection and Connection Fee (the "Inspection Fee"), to be assessed on the Project. The Inspection Fee is to cover the costs incurred by the District in conducting necessary inspections of the Sewer System. The Developer must pay the Inspection Fee to the District before the District will approve the Final Plan.
- c. The District shall deliver the Final Plan, as approved in writing by the District and Wasatch County, to the to the Wasatch County Health Department and Utah Division of Water Quality for their review and approval. For purposes of that review, the District shall serve as the sponsor of the Sewer System, as required by Utah Admin. Code R317-3-1. In no event shall any construction or installation of the Sewer System be commenced by the Developer or its contractors until all necessary permits are obtained from the Utah Division of Water Quality and the Wasatch County Health Department.
- d. A copy of the fully approved Final Plan must be filed with the District and the Wasatch County Building Department and Health Department by the Developer after receiving Final Plan approval from the District.

5. CONSTRUCTION OF SEWER SYSTEM

- a. Pre-construction Meeting. After receiving approval by the District of the Final Plan and prior to the commencement of construction of the Sewer System, the Developer and its contractors shall be required to attend a pre-construction meeting, as scheduled by the District, to be attended by the Developer and its contractors, District personnel and its consulting engineers, building officials of Wasatch County, and others as determined by the District or the Developer, for the purpose of reviewing the terms and provisions of this Agreement and the applicable provisions of the District's rules and regulations, coordinating the construction and responding to questions. The Developer shall deliver to the District a CD containing the CAD file for the Project along with a full-size set and a 11x17 set of paper construction drawings at the pre-construction meeting.
- b. Governmental Agency Permits. Prior to commencement of construction of the Sewer System, the Developer shall, at its sole cost and expense, secure, or cause to be secured, any and all permits which may be required by any other governmental agency having jurisdiction over the work.
- c. Insurance. During the period beginning with commencement of any construction work related to the Sewer System, and ending on the date that is the end of the warranty period, the Developer shall furnish, or cause to be furnished, to the District satisfactory certificates of insurance from reputable insurance companies evidencing death, bodily

injury and property damage insurance policies in the amount of Two Million Dollars (\$2,000,000) single limit, naming the District as an additional insured. Certificates of insurance shall be submitted to the District at the Pre-construction Meeting referenced in Section 5(a). The Developer shall require that all contractors performing work in connection with the Sewer System shall be obligated to maintain adequate worker's compensation insurance and public liability coverage. The Developer shall not commence any work in connection with the construction and installation of the Sewer System until the required certificates of insurance have been submitted to the District.

- d. Notice to Proceed with Construction. At such time as: (i) District has approved and executed the Final Plan as required in Section 4(a), (ii) Developer has paid the Inspection Fee required in Section 4(b), (iii) Developer has delivered the CD containing the CAD file for the Project as required in Section 6(a), (iv) Developer has obtained all required governmental agency permits as required in Section 6(b), (v) Developer has delivered the certificates of insurance as required in Section 6(c), and (vi) Developer has posted the Improvement Assurance required pursuant to Section 10(b), the District shall issue a "Notice to Proceed with Construction."
- e. Construction. The Developer shall construct the Sewer Systems at its sole cost and expense, in a safe and workmanlike manner, and in conformance with the approved Final Plans and the District's Design Standards, Construction Specifications and Standard Drawings. The Developer shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations pertaining to the Developer's activities relating to the design, construction and installation of the Sewer System, and any portion thereof, including, without limitation, all County ordinances and the District's rules, policies, and regulations.
- f. Periodic Inspection, Testing and Approvals. District officials and its engineers shall have the reasonable right of access to the Project and any portion thereof during the period of construction and during the Warranty Period, to inspect, test, and observe the Sewer Systems, and any work thereon, and for all other purposes necessarily incident to this Agreement. No work on the Sewer System requiring any excavation shall be covered over unless and until the same has been inspected and approved by the District's representatives or other governmental entities having jurisdiction over the particular work involved. If any excavation is backfilled prior to inspection, the Developer, upon request from the District, shall be obligated to re-open the trench for inspection and the same shall not be re-covered until the appropriate inspections have been performed and all required approvals have been received. The District may conduct such tests as it deems necessary, and all testing will be at the Developer's sole cost and expense.
- g. Correction of Work. The Developer, at its sole cost and expense, shall promptly repair and/or replace any work and /or materials that is defective, or is not in conformance with the approved Final Plans or the District's Design Standards, Construction Specifications and Standard Drawings.
- h. Maintenance and Up-keep During Construction. During construction of the Sewer System, Developer shall keep, or shall cause its representatives, agents and contractors, to keep the Project and all affected public streets free and clear from any unreasonable accumulation of debris, waste materials, and any nuisances arising from the construction

of the Sewer System, and shall contain construction debris and implement reasonable dust control measures so as to minimize scattering via wind and water.

- i. Completion of Construction; Final Construction Approval.
 - i. After completion of construction of the Sewer System, or any portion thereof, the District shall perform an inspection (the "Final Completion Inspection"). The Developer shall cooperate with the District in completing any punch-listed items identified during the Final Completion Inspection as a condition to the District's approval thereof. All County approvals shall be obtained as a condition precedent to District approval.
 - ii. [Not used].
 - iii. At such time as the Developer has fully completed and the District has finally approved the punch-listed items identified in the Final Completion Inspection, to the District's satisfaction, the District shall issue its final approval on all construction ("Notice of Final Construction Approval").
 - iv. The Improvement Assurance Warranty Period set forth in Section 10 shall commence to run upon the issuance by the District of the Notice of Final Construction Approval.
 - v. Subsequent to the issuance of the Notice of Final Construction Approval, the District shall prepare or cause to be prepared, or the District, at its sole discretion, may cause the Developer to prepare or cause to be prepared, a minimum of four sets of final "as-built" drawings for the Sewer System. If the as-builts are prepared by the District, the Developer shall pay for the preparation of the as-builts as billed by the District. Furthermore, if the District prepares the as-builts by hiring a consultant, then the selection of such a consultant shall be by mutual agreement between the District and the Developer. The District shall retain two sets of as-builts, one set shall be delivered to the Developer, and one set to the Utah Division of Water Quality. In addition, the Developer shall submit another set of electronic as-built drawings to the District in both .dwg and .pdf formats. The .dwg files must be located horizontally and vertically in the *NAD 1983 StatePlane Utah Central FIPS 4302 (US Feet)* coordinate system. The Developer shall provide to the District an itemization of all construction costs expended by the Developer in connection with the construction of the Sewer System, which information the District is required by its auditors to obtain for District audit purposes.
6. FINAL PLAT. The District shall execute the final mylar plat ("Final Plat") for the Project prior to the recording thereof by the Developer. Upon completion and recording of the Final Plat for the Project, the Developer shall deposit two (2) copies of the fully-executed Final Plat with the District.
7. FINAL ACCEPTANCE OF THE PROJECT. The District shall issue its notice of final acceptance of the Sewer System ("Notice of Final Acceptance"), upon satisfaction of the following:

- a. The issuance of a Notice of Final Construction Approval;
- b. Receipt by the District of the Final Plat;
- c. Receipt of appropriate lien releases for the Sewer System, and portions thereof; and
- d. Payment in full of all fees and charges due and owing on the Project.

8. TITLE TRANSFER; OPERATION AND MAINTENANCE; SERVICE

- a. Transfer of Title to the Sewer System to the District. The Notice of Final Acceptance, upon issuance, shall be a written acknowledgment by the Parties that all of Developer's right, title, estate and interest in and to the Sewer System is deemed transferred by the Developer to the District and that the District thereby accepts and assumes the perpetual obligation of operation, maintenance, repair and replacement of the Sewer System. Title transfer and the resulting obligations of the District as set forth herein shall be expressly subject to the Developer's Improvement Assurance obligations set forth in Section 10 herein. The Sewer System deemed transferred to and accepted by the District is delineated as follows:
 - i. Sewer System. The District shall take title to and thereafter own, operate, maintain, repair, replace and be responsible for all aspects of the Sewer System within the Project up to the point of connection of the service lateral serving each lot with the sanitary sewer main line in the street. The individual lot owners shall own, operate, maintain, repair, replace and be responsible for the connection to the sanitary sewer main line and the connection at the main line, and all related sewer facilities and equipment serving their lot on the lot owner's side of the connection.
 - b. Service Connections. The Developer shall not install any service connections to the Sewer System before the District issues the Notice of Final Acceptance
 - c. Obligation to Provide Service. Upon compliance with all of the terms and conditions set forth in this Agreement, and with all other applicable requirements of the District, and subject to the provisions of Section 10 herein, the District shall be obligated to provide sanitary sewer service to the individual owners of lots within the Project on the same basis as all other similarly situated customers within the service area of the District in accordance with the rules, regulations, and rate schedules of the District. Service will be subject to the payment of service fees.

9. WARRANTY OF CONSTRUCTION; IMPROVEMENT ASSURANCE

- a. Improvement Assurance Warranty; Warranty Period. The Developer shall warrant and guaranty that the Sewer System shall be free of defects in materials or workmanship for a period of one (1) year from the date of commencement of the Improvement Assurance warranty period as provided in Section 6(h)(4) herein (the "Warranty Period").

- i. If at any time during the Warranty Period any materials or workmanship furnished by the Developer shall prove defective or be found in disrepair, Developer shall, upon written notice from the District, promptly repair or replace the defective materials and/or work to the satisfaction of the District.
 - ii. During the Warranty Period, the Developer shall be required to keep all manholes, valve and meter boxes, drains and lines in good repair and free from all rock, dirt and other debris in order to assure the District has unobstructed access for periodic inspections during the Warranty Period.
 - b. Improvement Assurance. The Developer's Improvement Assurance warranty obligation hereunder shall be secured by the posting of required bonds with Wasatch County. Notwithstanding any law or ordinance to the contrary, Developer acknowledges and agrees that the District is an intended third party beneficiary of all performance, payment, warranty, and other bonds posted with Wasatch County, in connection with the Project.
 - c. Prior to the end of the Warranty Period, the District shall perform a final inspection of the Sewer System (the "Final Warranty Inspection"). The Final Warranty Inspection may include, but not be limited to a televised inspection of all sanitary sewer lines within the Project. The Developer shall be required to repair or replace any defective materials and/or work then existing related to the Sewer System, to the satisfaction of the District. Upon completion of the Final Warranty Inspection and final approval by the District, the District shall approve the release of bonds by Wasatch County.
10. INDEMNIFICATION. The Developer hereby agrees to indemnify and hold the District harmless from and against any and all liability, loss, damage, costs, or expenses, including reasonable attorney's fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person as a result of construction activities by the Developer, its agents, employees or contractors, and any claim by any contractor or other person for any amounts due and owing by the Developer to said contractor or person. The Developer shall not be responsible for, and this indemnity shall not apply to (i) any negligent acts or omissions of the District, or of its agents, employees or contractors, or (ii) any liability, loss, damage, costs or expenses, including attorney's fees and court costs, arising in connection with any work performed by third-parties, such as public or private utility companies, that are not under the control of the Developer. At the end of the Warranty Period provided for in Section 10 herein, and the District's final approval and acceptance of the Sewer System, the indemnity obligations of the Developer set forth herein shall cease to apply with respect to any work or activity performed by the Developer, its agents, employees or contractors on or after that date.
11. DEFAULT. In the event Developer fails to perform its obligations hereunder or comply with the terms and provisions hereof, and such failure remains uncured for a period of thirty (30) days (the "Cure Period"), after receiving written notice of default from the District, and provided that (i) such default cannot reasonably be cured within the Cure Period, and (ii) the Developer shall have commenced to cure such default within such Cure Period and thereafter uses reasonable efforts to cure the same, then the Cure Period shall be extended for so long as shall be required for the Developer to exercise reasonable efforts to cure the default. If however, the default remains uncured for a period of one hundred twenty (120) days in the aggregate, then the District may, at its election, pursue all rights and remedies which it may have at law and in equity, including but

not limited to injunctive relief, specific performance and/or damages, and termination of the Agreement.

12. **ASSIGNABILITY.** With the written approval of the District, the Developer may assign its rights and delegate its duties hereunder to a third party purchaser of all or a portion of the Project, subject to the terms and provisions of this Agreement. In the event of an assignment, the assignee shall be jointly and severally liable with the Developer for the performance of each and every obligation of the Developer contained in this Agreement, unless, prior to the assignment, an agreement satisfactory to the District, delineating and allocating between the Developer and the assignee the various rights and obligations of the Developer hereunder has been approved by the District. Prior to any assignment, the Developer shall obtain and deliver to the District a written statement executed by the assignee, duly acknowledged by a notary public, wherein the assignee acknowledges that it has reviewed and is familiar with the terms and provisions of this Agreement, and agrees to be bound hereby.
13. **MISCELLANEOUS PROVISIONS**
 - a. **Notice.** All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been given on the date of personal service upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the Parties at the addresses listed on the Agreement to which these General Conditions are attached. Any Party may change its address for notice hereunder by giving written notice to the other Party in accordance with the provisions of this Section.
 - b. **Attorney's Fees.** The Parties each agree that should they default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including reasonable attorney's fees and court costs, which may arise or accrue from the enforcement of this Agreement, or in pursuing any remedy provided for hereunder or by the statutes, or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.
 - c. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, and the documents referenced herein, contain the entire agreement by and between the Parties with respect to the subject matter hereof, and supersede any prior promises, representations, warranties, inducements or understanding between the Parties which are not contained herein.
 - d. **Section Headings.** The section headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
 - e. **Non-liability of District Officials.** No officer, representative, agent or employee of the District shall be personally liable to the Developer or any successor-in-interest or assignee of the Developer, in the event of any default or breach by the District, or for any amount which may become due the Developer, or its successors-in-interest or assignees, or for any obligation arising under the terms of this Agreement.

- f. No Third-party Rights. The obligations of the Developer and the District set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.
- g. Binding Effect: Covenants Run with the Land. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and upon their respective officers, agents, employees, representatives, affiliates and assigns (where assignment is permitted), including, without limitation, any separate affiliated entity of the Developer which is involved with, assumes or undertakes to fulfill any responsibility or obligation imposed upon the Developer pursuant to this Agreement, and any city or other governmental agency or agencies that assumes jurisdiction over the Project should the District no longer have jurisdiction over the Project. The covenants contained herein shall be deemed to run with the property within the Project, and the Parties agree that this Agreement shall be recorded in the office of the Wasatch County Recorder, State of Utah.
- h. Termination. Both the District and the Developer shall each have the right, but not the obligation, at the sole discretion of the applicable Party, to terminate this Agreement, in whole or in part, in the event (i) the Developer has not obtained final approval from Wasatch County within one year from the date of this Agreement, (ii) the Developer has not commenced construction of the Sewer System within one (1) year from the date of final approval from Wasatch County, (iii) the Sewer System has not been completed within two (2) years from the date of final approval from Wasatch County, or (iv) the Developer remains in default under the material provisions of this Agreement after expiration of any applicable notice and/or cure period. Any termination of this Agreement pursuant hereto may be effected by giving written notice of intent to terminate to the other Party pursuant to the notice provisions set forth here. Unless terminated pursuant to this Section, or by separate agreement signed by the Parties, this Agreement shall continue in full force and effect on all of the terms hereof until the Developer has received a Notice of Release and Termination of Warranty at the end of the Warranty Period.
- i. Recordation. Developer understands and agrees that the District may record this Agreement, or a summary or notice thereof, in the Wasatch County Recorder's Office, for the purpose of providing notice to all subsequent purchasers or interest holders of properties affected by this Agreement.
- j. Jurisdiction. The Parties hereby agree that any judicial action associated with this Agreement shall be taken in the Fourth Judicial District Court of Wasatch County, Utah.
- k. No Waiver. Any Party's failure to enforce any of the provisions of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefitted by the provision, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provision.
- l. Severability. If any portion of this Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions of this Agreement shall continue in full force and effect.

- m. Time of the Essence. Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.
- n. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefore; adverse market conditions; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; terrorist attacks; civil commotions; fires; or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder, shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this Section shall notify the other Party pursuant to the notice provisions hereof of a force majeure event within ten (10) days following occurrence of the claimed force majeure event.
- o. Knowledge. The Parties have each read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.
- p. Supremacy. In the event of any conflict between the terms of this Agreement and those of any other agreement, contract, or document referred to herein, this Agreement shall govern.
- q. No Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture, or other fiduciary relationship between the Parties.
- r. Amendment. This Agreement may be amended only in writing signed by the District and the Developer.
- s. Warranty of Authority. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

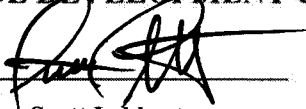
This Agreement may be executed in any number of counterparts, and will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it, as indicated by the date associated with that party's signature. Each individual is signing this Agreement on the date stated opposite that individual's signature.

OWL'S NEST SPECIAL SERVICE DISTRICT

By: Ron Phillips
Ron Phillips
General Manager

Date: 1/7/2018

CASCADE DEVELOPMENT COMPANY, LC

By: 
Name: Scott Lybbert
Title: Manager

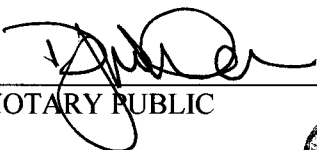
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[Notary Acknowledgments Follow on the Next Page]

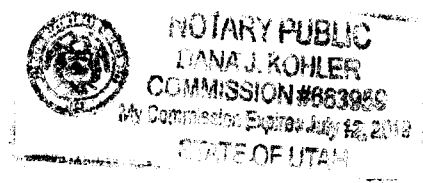
ACKNOWLEDGMENTS

STATE OF UTAH)
: ss.
County of Wasatch)

On the 7th day of January, 2019, appeared before me Ron Phillips, personally known to me, or proved to me on the basis of satisfactory evidence, to be the General Manager of the Owl's Nest Special Service District, who duly acknowledged that the within and foregoing instrument was signed on behalf of said District by authority of its Board of Trustees, and that said District executed the same.



NOTARY PUBLIC



STATE OF UTAH)
: ss.
County of _____)

On the _____ day of _____, 20____, personally appeared before me _____ known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of Cascade Development Company, LC, who duly acknowledged to me that Cascade Development Company, LC executed the same.

NOTARY PUBLIC

ACKNOWLEDGMENTS

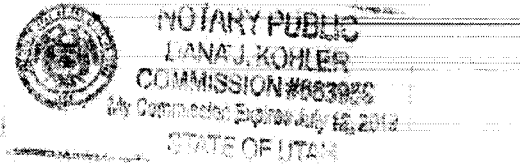
STATE OF UTAH)

: ss.

County of Wasatch)

On the 7th day of January, 2019, appeared before me Ron Phillips, personally known to me, or proved to me on the basis of satisfactory evidence, to be the General Manager of the Owl's Nest Special Service District, who duly acknowledged that the within and foregoing instrument was signed on behalf of said District by authority of its Board of Trustees, and that said District executed the same.

[Signature]
NOTARY PUBLIC



STATE OF UTAH)

: ss.

County of Utah)

On the 9 day of January, 2019, personally appeared before me Scott Lybbert known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of Cascade Development Company, LC, who duly acknowledged to me that Cascade Development Company, LC executed the same.

Collett Carter
NOTARY PUBLIC

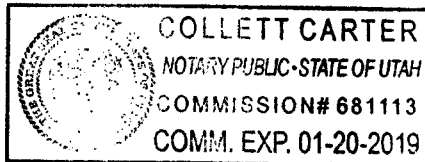
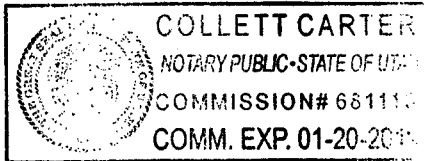


Exhibit A
Legal Description – Project Property

COMMENCING NORTH 1,306.88 FEET AND EAST 7.08 FEET FROM THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

THENCE NORTH 89°24'47" EAST 475.02 FEET;
 THENCE NORTH 86°07'10" EAST 355.06 FEET;
 THENCE NORTH 86°00'06" EAST 489.50 FEET;
 THENCE SOUTH 00°07'18" WEST 1,722.19 FEET;
 THENCE SOUTH 00°14'19" WEST 169.18 FEET;
 THENCE SOUTH 00°00'33" WEST 592.57 FEET;
 THENCE SOUTH 16°30'18" WEST 126.60 FEET;
 THENCE SOUTH 00°13'57" WEST 95.46 FEET;
 THENCE NORTH 88°54'37" EAST 37.32 FEET;
 THENCE ALONG THE ARC OF A 1,057.77 FOOT RADIUS CURVE TO THE RIGHT 425.60 FEET (CENTRAL ANGLE OF 23°05'31" AND A CHORD BEARING SOUTH 32°43'58" WEST 421.83 FEET);
 THENCE SOUTH 46°16'19" WEST 272.44 FEET;
 THENCE SOUTH 62°59'32" WEST 563.20 FEET;
 THENCE NORTH 69°38'28" WEST 168.06 FEET;
 THENCE SOUTH 41°35'07" WEST 189.64 FEET;
 THENCE SOUTH 75°10'40" WEST 104.31 FEET;
 THENCE NORTH 00°15'00" WEST 113.20 FEET;
 THENCE NORTH 89°45'11" WEST 689.89 FEET;
 THENCE SOUTH 00°23'16" EAST 408.92 FEET;
 THENCE SOUTH 52°12'39" WEST 591.30 FEET;
 THENCE SOUTH 00°12'21" WEST 1.83 FEET;
 THENCE NORTH 89°16'45" WEST 158.31 FEET;
 THENCE NORTH 00°51'31" WEST 1,988.07 FEET;
 THENCE NORTH 00°29'17" EAST 1,311.73 FEET;
 THENCE NORTH 01°27'02" WEST 1,349.94 FEET;
 THENCE SOUTH 88°01'13" EAST 1,289.95 FEET;
 THENCE SOUTH 00°15'00" WEST 154.79 FEET;
 THENCE SOUTH 03°12'03" EAST 248.28 FEET TO THE POINT OF BEGINNING.

CONTAINING: 220.81 ACRES less Lot 6 of Canyon Meadows Plat A and Lot 17 of Canyon Meadows Plat B

EXHIBIT B
Properties included in the
Owls Nest Special Service District

The Owls Nest Special Service District shall consist of the parcels include in the boundary as described in Exhibit A. Listed below are existing parcels, lots or units that are to be included in the District. Some of these properties will change if the proposed plat amendment is approved.

<u>Parcel ID #</u>	<u>Plat - Lot</u>	<u>Owner</u>
0012-3906	A-1	JHG and ODG Gardner Children LLC
0012-3914	A-2	Kimberly Sue Griffith
0012-3922	A-3	Dennis R. Smith
0012-3930	A-4	David W. Allan Trust
0012-3948	A-5	SJL Canyon Meadows LLC
0012-3963	A-7	Michael V. Cook
0012-3971	A-8	Kristian Kallaker
0012-3989	A-9	Stephen L. Lundwall
0012-3997	A-10	SJL Canyon Meadows LLC
0012-4003	A-11	SJL Canyon Meadows LLC
0012-4011	A-12	JD Realty LLC
0012-4029	A-13	Lindy C. Makar Trust
0012-4037	A-14	SJL Canyon Meadows LLC
0012-4045	A-15	SJL Canyon Meadows LLC
0012-4052	A-16	SJL Canyon Meadows LLC
0012-4060	A-17	SJL Canyon Meadows LLC
0012-4078	A-18	Les and Karen Bell (JT)
0012-4086	A-19	Reserve Properties LLC
0012-4094	A-20	Richard Kartchner
0012-4102	A-21	SJL Canyon Meadows LLC
0012-4110	A-22	Charles E. Sigler Trust
0012-4128	A-23	SJL Canyon Meadows LLC
0012-4136	A-24	SJL Canyon Meadows LLC
0012-4144	A-25	SJL Canyon Meadows LLC
0012-4151	A-26	SJL Canyon Meadows LLC
0012-4169	A-27	SJL Canyon Meadows LLC
0012-4177	A-28	SJL Canyon Meadows LLC
0012-4300	A-41	SJL Canyon Meadows LLC
0012-4318	A-42	Stephen A. Hasler
0012-4326	A-43	SJL Canyon Meadows LLC
0012-4334	A-44	SJL Canyon Meadows LLC
0012-4342	A-45	SJL Canyon Meadows LLC
0012-4359	A-46	Lant Pritchett
0012-4367	A-47	Melanie Spackman
0012-4375	A-48	9090 LLC

<u>Parcel ID #</u>	<u>Plat - Lot</u>	<u>Owner</u>
0012-7642	B-1	SJL Canyon Meadows LLC
0012-7659	B-2	SJL Canyon Meadows LLC
0012-7667	B-3	SJL Canyon Meadows LLC
0012-7675	B-4	SJL Canyon Meadows LLC
0012-7683	B-5	SJL Canyon Meadows LLC
0012-7691	B-6	SJL Canyon Meadows LLC
0012-7709	B-7	SJL Canyon Meadows LLC
0012-7717	B-8	SJL Canyon Meadows LLC
0012-7725	B-9	Reserve Properties LLC
0012-7733	B-10	SJL Canyon Meadows LLC
0012-7741	B-11	Antony and Sally Ann McKerr (JT)
0012-7758	B-12	Reserve Properties LLC
0012-7766	B-13	Valerie W. Bussio
0012-7774	B-14	Roy D. Laycock
0012-7782	B-15	SJL Canyon Meadows LLC
0012-7790	B-16	SJL Canyon Meadows LLC
0012-7816	B-18	SJL Canyon Meadows LLC
0012-7824	B-19	SJL Canyon Meadows LLC
0012-7832	B-20	Craig Donaldson Trust
0012-7840	B-21	Elene S. Gourley Trust
0012-7857	B-22	Jeannette S Higginson Trust
0012-7865	B-23	Hernaldo Rodriguez
0012-7873	B-24	Brent R. Crabtree
0012-7881	B-25	SJL Canyon Meadows LLC
0012-7899	B-26	SJL Canyon Meadows LLC
0012-7980	Glades Unit 1	Ralphine A. Burt
0012-7998	Glades Unit 2	Gerald P. Gagon
0012-8004	Glades Unit 3	Reserve Properties LLC
0012-8012	Glades Unit 4	Reserve Properties LLC
0012-8020	Glades Unit 5	Reserve Properties LLC
0012-8038	Glades Unit 6	Reserve Properties LLC
0012-8046	Glades Unit 7	Reserve Properties LLC
0012-8053	Glades Unit 8	Reserve Properties LLC
0012-8061	Glades Unit 9	Reserve Properties LLC
0012-8079	Glades Unit 10	Reserve Properties LLC
0012-9408	Junipers Unit 1	Reserve Properties LLC
0012-9416	Junipers Unit 2	Reserve Properties LLC
0012-9424	Junipers Unit 3	Reserve Properties LLC
0012-9432	Junipers Unit 4	Reserve Properties LLC
0012-9440	Junipers Unit 5	Reserve Properties LLC
0012-9457	Junipers Unit 6	Reserve Properties LLC
0012-9465	Junipers Unit 7	Reserve Properties LLC
0012-9473	Junipers Unit 8	Reserve Properties LLC
0012-9481	Junipers Unit 9	Reserve Properties LLC
0012-9499	Junipers Unit 10	Reserve Properties LLC
0012-9507	Junipers Unit 11	Ronald and Kristin Spears (JT)
0012-9515	Junipers Unit 12	JHG and ODG Gardner Children LLC

<u>Parcel ID #</u>	<u>Owner</u>
0010-1381	Reserve Properties LLC
0020-9356	Reserve Properties LLC
0010-0557	Reserve Properties LLC
0020-8789	Les and Karen Bell (JT)
0012-3609	Canyon Meadows HOA
0012-7550	Canyon Meadows HOA
0012-9036	Canyon Meadows HOA