

Ent 460030 Bk 1242 Pl 1825-1846
Date: 23-JAN-2019 11:52:32AM
Fee: \$52.00 Check Filed By: TC
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: JORDANELLE SPECIAL SERVICE DIST
RICT

Project/Subdivision: Strawberry Ranch

Developer: Fragola Enterprises LLC

**STRAWBERRY RANCH SPECIAL SERVICE DISTRICT
CULINARY WATER AND SANITARY SEWER
DEVELOPMENT AND SERVICE AGREEMENT**

THIS DEVELOPMENT AND SERVICE AGREEMENT (“Agreement”), is made and entered into effective this 27th day of November, 2018 by and between STRAWBERRY RANCH SPECIAL SERVICE DISTRICT, a political subdivision of the State of Utah (the “District”), and FRAGOLA ENTERPRISES LLC, a Utah limited liability company (the “Developer”). The District and the Developer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Pursuant to U.C.A. Sections *17D-1-101 et. seq.* the District is authorized, among other things, to acquire works, facilities and improvements necessary or convenient to the full exercise of the District’s powers, and to operate, control, maintain, and use those works and facilities and improvements, and to enter into contracts that the District considers necessary, convenient, or desirable to carry out the District’s purposes.

B. The Developer is developing a real estate project known as Strawberry Ranch (the “Project”) on land owned by the Developer, said land being more particularly described in EXHIBIT “A” attached hereto and incorporated by reference herein (the “Project Property”).

C. The Developer is developing the Project within the service area of the District and is desirous of obtaining culinary water, sanitary sewer, and roadway construction, operation, and maintenance services from the District for the Project.

D. The District is willing to provide such services for the Project in conformance with and subject to the provisions of this Agreement and the rules and regulations of the District.

E. This Agreement contains various general requirements and conditions for the design, construction and installation of the culinary water, sanitary sewer, and public road systems to be developed in connection with the Project which supplement the District’s rules and regulations, and sets forth the procedures governing the District’s review, approval, inspection and acceptance of said systems as a condition to the District providing retail culinary water, sanitary sewer, and road construction, operation, and maintenance services to the Project.

AGREEMENT

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

1. PROJECT SYSTEMS

(a) Project Systems Defined. The project systems required to be constructed and installed by the Developer shall include the Culinary Water System, the Sanitary Sewer System, and the Public Road System (sometimes referred to herein collectively as the "Project Systems"), each described as follows:

(1) Culinary Water System. The Project "Culinary Water System" shall include all culinary water transmission lines that are necessary in providing culinary water service to the Project, all internal culinary water main lines and individual service lines within the Project, all water meters and meter boxes, all necessary valves and valve boxes, all wells, diversion structures, or other source collection facilities, all required pumps and pump stations, all pressure regulation systems, all culinary water system manholes, and all other pipes, fittings, equipment and facilities necessary to enable the District to provide culinary water service within the Project. Storage capacity to serve the Project is considered a project level improvement. To provide sufficient storage capacity for the Project, the Developer shall construct the necessary storage facilities as part of the Culinary Water System.

(2) Sanitary Sewer System. The Project "Sanitary Sewer System" shall include all sewer transmission lines that are necessary in providing sanitary sewer service to the Project, 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, all sewage treatment facilities, and all other pipes, fittings, equipment and facilities necessary to enable the District to provide sanitary sewer collection and treatment services within the Project.

(3) Public Road System. The Project "Public Road System" shall include all existing public roads within the Project Property, and Forest Road 090 from the Highway 40 to the Project Property. If and when the Developer dedicates new roads to Wasatch County, those roads shall become part of the Public Road System, as defined herein, upon acceptance of the dedication by Wasatch County.

(b) Project System Extensions. In order to maintain the contiguity of the District's Project Systems as property develops within the District, each of the Project Systems 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.

(c) Design of Project Systems. The Project Systems 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 Public Road System shall be designed, constructed, and installed in strict conformance with applicable Wasatch County standards. The Project Systems shall be designed, constructed, and installed by Developer at its sole cost and expense.

(d) Representation of Ownership of Project Property; Dedication and Easements. The Developer represents that:

(1) Developer is the owner of the property upon which the Project is being developed and for which services are being requested of the District.

(2) The Project Systems required for the Project shall be installed in streets dedicated or to be dedicated as public streets and/or within public easements and rights-of-way which have been granted or shall be granted to the District in conformance with the requirements of Subsection (3) below, prior to

the transfer of the Project Systems to the District as provided in Section 9. For any portion of the Project Systems to be installed on property that is not part of the Project Property, and not part of existing public streets or public utility easements, the Developer shall acquire and grant easements to the District in conformance with the requirements of Subsection (3) below, prior to the commencement of construction.

(3) If Project Systems are to be constructed and installed outside of a public street or existing dedicated public utility easement, the Developer, at no cost to the District, shall obtain and grant to the District such perpetual public utility easements and rights-of-way as shall be necessary for the District to own, manage, operate, maintain, repair and replace the Project Systems to be situated within said easements. In order to facilitate the District's long term maintenance and repair of those portions of the Project Systems which are to be constructed and installed within new public utility easements, the Developer agrees as follows:

(A) The location and width of any new public utility easement to be granted to the District for the Project Systems shall be as specified by the District. The District anticipates that twenty-six (26) foot wide easements will be sufficient in most areas, except that if any such easement is to be situated between two permanent structures, such easement shall be a minimum of thirty feet (30') in width; and the Developer shall require, in the form of a restrictive covenant in the deed to the adjoining lots, or by other legal means, that the area within the easement between the two structures be left open without fencing or other encumbrance, and that no vegetation other than turf grass be allowed to be planted within the area of said easement.

(B) Subject to the provisions of Subsection (A) immediately above, the District, at its discretion, may require that the area of any public utility easement, or a portion thereof, shall be surfaced with asphalt, poly or other surfacing material capable of supporting heavy duty truck traffic, as specified by the District. If such special surfacing is required, the area to be surfaced shall be finished to a minimum width of ten feet (10'), and the Project Systems beneath the surface shall be covered to such depth as shall be specified by the District.

(C) All such grants of easement shall be in form and substance acceptable to the District, and shall be executed and recorded by the Developer at its sole expense prior to transfer of the Project Systems to the District as provided in Section 9 herein.

(D) Easements granted hereunder will be non-exclusive, but Developer shall not construct, or permit the construction of, any other improvements that unreasonably interfere with the District's use, maintenance, operation, repair or replacement of the Project Systems.

2. CAPITAL AND OPERATING COSTS

(a) The Developer shall be solely responsible for the entire cost of designing, constructing, and installing the Project Systems, including any costs necessary to repair or improve existing public roads, including Forest Road 090, to meet Wasatch County standards.

(b) The Developer acknowledges that the District has already incurred administrative costs associated with the preliminary review of the Project, that the District will continue to incur administrative costs associated with the Project, and that the District will begin to incur operations and maintenance costs as soon as title to the Project Systems is transferred to the District in accordance with this Agreement. Accordingly, the District is undertaking a rate study to determine an appropriate service fee to assess against lots or ERUs in the Project, as necessary to cover the District's administrative, operations, and maintenance costs (those fees, the "Service Fees"). Any Service Fees will be considered and adopted by the District following a public hearing in accordance with applicable law. The Developer

understands and agrees that the District may begin to assess Service Fees at any time following the recording of the Final Plat pursuant to Section 7, and the transfer of title to the Project Systems to the District, pursuant to Section 9. The Developer understands and agrees that the District may begin to assess such Service Fees against lots prior to those lots being hooked up to the Culinary Water System, the Sanitary Sewer System, or being accessible by the Public Road System. The District may exercise any method allowed by applicable law to collect a Service Fee, specifically including but not limited to filing a lien against a lot or lots to collect past due Service Fees, interest, administrative costs, and collection costs. The Developer shall notify any prospective purchaser of a lot that the District collects Service Fees prior to physical connection of the lot to the Project Systems, and shall defend and indemnify the District for claims arising from the Developer's failure to provide such notice.

(c) Upon execution of this Agreement, the Developer shall pay \$40,000 to the District as a pre-payment of Service Fees, to cover the cost of a rate study and other start-up operational and administrative costs. This pre-payment is necessary because as of the execution of this Agreement, the District has no existing residents and therefore has no operational revenues to fund operational costs incurred prior to providing service to new residents. This pre-payment is in addition to the Inspection Fee and other fees called for by this Agreement. Upon request, the District shall provide an accounting to the Developer of how any such pre-payment of Service Fees has been spent by the District.

3. WATER RIGHTS, WATER SOURCE, WILL SERVE

(a) The Developer must provide to the District water rights sufficient to satisfy the District's water service requirements for the Project, which water rights must be approved by the District, in its sole discretion, and be transferred to the District in conformance with the following:

(1) The water rights proposed to be transferred to the District (the "Water Rights"), shall first be presented to the District for its preliminary approval. If the proposed Water Rights are preliminarily approved by the District, the Developer shall be required to file with the Division of Water Rights an Application for Permanent Change of Water ("Change Application") or an Application for Exchange of Water ("Exchange Application"), in order to obtain the legal authorization required to enable the District to use the Water Rights to provide water service to the Project.

(A) The Change Application or Exchange Application shall identify the District as an "Interested Party."

(B) The Change Application or Exchange Application shall: (i) be filed for such quantity of water as shall be required to satisfy the legal and administrative requirements of the District in providing water service to the Project, as determined by the District in Subsection 3(a)(1)(C) below; (ii) identify the hereafter nature, period and place of use of the water as year-round municipal use within the service area of the District, and (iii) describe as the hereafter points of diversion the points of diversion of such existing District well points, and possible future well points, if any, as the District shall determine, taking into account any applicable State Engineer's groundwater management policy, all in the District's sole discretion.

(C) A Water Rights Worksheet shall be utilized by the Developer in ascertaining the quantity of water rights to be included in the Change Application or Exchange Application and to ultimately be conveyed to the District to satisfy the water service requirements of the Project, in conformance with the following:

(i) The Water Right requirement shall be quantified at the District's standard rate of 0.9 acre-feet per equivalent residential unit ("ERU") multiplied by the calculated number of ERUs within the Development.

(2) Upon issuance of the State Engineer's order approving the Change Application or Exchange Application, the Developer shall submit a copy of the order to the District, together with the Final Plan as provided in Section 4 herein, for review and approval by the District. The District shall have the right to review and approve the terms of the order as a condition to the District's final approval and acceptance of the Water Rights. A final, non-appealable order issued by the State Engineer approving the Change Application or Exchange Application, on the terms and conditions accepted by the District in its sole discretion, shall be required as a condition to the District's final approval and acceptance of the Water Rights.

(3) Upon approval of the Water Rights by the District, the Developer, at its sole expense, shall obtain a policy of water rights title insurance on the Water Rights, naming the District as the insured in said policy.

(4) Following review and approval of the Water Rights by the District and the issuance of the water rights title policy, the Developer shall transfer the Water Rights and the approved Change Application or Exchange Application to the District, without cost, and by appropriate instruments of conveyance in form and substance first approved by the District's attorney, free and clear of all liens and encumbrances, except as may be expressly approved and accepted by the District in writing. The Water Rights must be transferred prior to the District's issuance of a Notice of Final Acceptance, pursuant to section 8, below.

(5) The Developer, at its sole cost and expense, shall have the sole responsibility to prepare and file the Report of Water Rights Conveyance and any other document required to be filed to properly document the transfer of the Water Right to the District in the files of the Division of Water Rights, and to immediately record the Water Right conveyance document with the Recorder of Wasatch County, Utah and file a copy of the recorded conveyance document with the Division of Water Rights.

(6) Upon transfer of title to the District, the Water Rights shall then be commingled and become a part of the total water rights of the District, and the water available for use thereunder shall become a part of the total water supply of the District, through which all of its customers, including the Project, will be served on an equal priority basis.

(7) The Developer hereby: (i) recognizes the legal authority of the District to impose a water right exaction for the Project; (ii) acknowledges that there is a legitimate District interest in requiring the exaction of water rights to enable the District to provide water service to the Project; (iii) acknowledges that Developer has reviewed with the District the basis and methodology in quantifying the Water Rights required to be dedicated pursuant to the District's exaction requirement as set forth in the Water Rights Worksheet; (iv) acknowledges and agrees that the exaction of Water Rights imposed hereunder is roughly proportional, both in nature and extent, to the impact of the water service requirements of the Development upon the District; (v) knowingly accepts and agrees to be bound by the quantification of the Water Rights to be dedicated as set forth herein; and (vi) affirmatively waives any right to challenge or seek other recourse as to the validity and fairness of the quantification of the Water Rights required to be dedicated hereunder.

(b) Notwithstanding anything in this Agreement to the contrary, the District will have no obligation to approve the Final Plan, issue a Notice of Final Construction Approval, take title to the Project Systems, or provide any services to the Project, unless and until the Developer develops a water source meeting the District's requirements, to be determined in the District's sole discretion.

(c) Following execution of this Agreement, the District will provide the Developer with a "will serve" letter, indicating the District's commitment to provide water and sewer services to the Project, subject to the terms and conditions of this Agreement and the terms and conditions of the "will serve" letter.

4. FINAL PLAN

(a) Following the execution of this Agreement and approval of preliminary plans 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:

(1) The Final Plan shall comply with the District's Design Standards, Construction Specifications and Standard Drawings.

(2) 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.

(3) 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 6(a) herein. With respect to the Public Road System, the Final Plan must be approved in writing by the Wasatch County Public Works Department. In no event shall any construction or installation of the Project Systems 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 Project Systems. The Developer must pay the Inspection Fee to the District before the District will approve the Final Plan.

(d) If the Project Systems include a Culinary Water System, the District shall deliver the Final Plan, as approved in writing by the District and Wasatch County, to the Utah Division of Drinking Water for its review and approval. Upon compliance with all Division of Drinking Water regulations, the Division of Drinking Water shall issue an operating permit to the District, which permit must be issued prior and as a condition to the District providing water and sanitary sewer service to the Project as provided in Section 9(b).

(e) If the Project Systems include a Sanitary Sewer System, the District shall deliver the Final Plan, as approved in writing by the District, 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 Sanitary Sewer System, as required by Utah Admin. Code R317-3-1. In no event shall any construction or installation of the Sanitary 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.

(f) A copy of the fully approved Final Plan must be filed with the District and the Wasatch County Building Department by the Developer after receiving Final Plan approval from the District.

5. SECONDARY HOME USE

(a) The Developer represents that the Development is initially intended for secondary home use only. The Developer shall notify any prospective purchaser of a lot that the Development is intended for secondary home use only, and that neither the District nor Wasatch County will provide services at the level required for primary residency, including trash pickup and school bus service. The Developer shall defend and indemnify the District for claims arising from the Developer's failure to provide such notice.

(b) If and when the Developer intends for the Development to be available for year-round use, the District and the Developer may amend this Agreement, or enter into a new agreement, providing for the provision of year-round services by the District.

6. CONSTRUCTION OF PROJECT SYSTEMS

(a) Pre-construction Meeting. After receiving approval by the District of the Final Plan and prior to the commencement of construction of the Project Systems, 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 at the pre-construction meeting.

(b) Governmental Agency Permits. Prior to commencement of construction of the Project Systems, 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 Project Systems 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 6(a). The Developer shall require that all contractors performing work in connection with the Project Systems 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 Project Systems until the required certificates of insurance have been submitted to the District.

(d) Notice to Proceed with Construction. At such time as: (i) Developer has pre-paid Service Fees as required in Section 2(c) herein, (ii) Developer has paid the Inspection Fee required in Section 4(b) herein, (iii) District has approved and executed the Final Plan as required in Section 4(a) herein, (iv) Developer has delivered the CD containing the CAD file for the Project as required in Section 6(a), (v) Developer has obtained all required governmental agency permits as required in Section 6(b) herein, (vi) Developer has delivered the certificates of insurance as required in Section 6(c) herein, and (vii) Developer has posted the Improvement Assurance required pursuant to Section 10(b) herein, the District shall issue a "Notice to Proceed with Construction."

(e) Construction.

(1) The Developer shall be required to furnish all materials and equipment as shall be necessary for the construction and installation of the Project Systems.

(2) The Project Systems shall be constructed and installed by the Developer, at Developer's sole cost and expense, in accordance with the District's Design Standards, Construction Specifications and Standard Drawings, or otherwise as approved by the District in writing.

(3) The Developer agrees that all work performed in connection with the construction and installation of the Project Systems shall be performed in a good and workmanlike manner and in compliance with all applicable laws.

(4) 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 Project Systems, and any portion thereof, including, without limitation, all County ordinances and the District's rules and regulations.

(5) 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 addressed in Section 10 herein, to inspect and observe the Project Systems and any work thereon, and for all other purposes necessarily incident to this Agreement

(6) District representatives will comply with the Developer's standard safety rules while on the Project site.

(f) Periodic Inspection, Testing and Approvals.

(1) The District and its engineers may perform periodic inspections and testing of the Project Systems while the same are being installed by the Developer or its contractors.

(2) No work on Project Systems 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 Project Systems 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.

(3) The District shall conduct such tests as it shall deem necessary, and all tests specified by the District's engineer to be performed shall be at the Developer's sole cost and expense in conformance with the provisions of Section 4(b) herein.

(4) The Developer shall promptly repair and/or replace any work and /or materials found by the District during the course of its inspections to be defective or which is otherwise not in conformity with the District's design standards and specifications, as required by the District consistent with the Final Plan approved by the District, all at Developer's sole cost and expense.

(5) The Developer shall promptly correct and/or redo any work that fails to conform to the requirements of the District's construction standards and specifications, and shall remedy any defects due to faulty materials, equipment, or workmanship, as required by the District, at Developer's sole cost and expense.

(g) Maintenance and Up-keep During Construction. During construction of the Project Systems, 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 Project Systems, and shall contain construction debris and implement reasonable dust control measures so as to minimize scattering via wind and water.

(h) Completion of Construction; Final Construction Approval.

(1) After completion of construction of the Project Systems, 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.

(2) 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, the District shall issue its final approval on all construction ("Notice of Final Construction Approval").

(3) 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.

(4) 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 all Project Systems. 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 set of as-builts, one set shall be delivered to the Developer, and one set to the Utah Division of Drinking Water. 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 a reasonable itemization of all construction costs expended by the Developer in connection with the construction of the Project Systems, which information the District is required by its auditors to obtain for District audit purposes.

7. 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.

8. FINAL ACCEPTANCE OF THE PROJECT. The District shall issue its notice of final acceptance of the Project Systems ("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; and
- (c) Receipt of appropriate lien releases for all Project Systems, and portions thereof.
- (d) Payment in full of all fees and charges due and owing on the Project.

(e) Transfer of the Water Rights to the District, as required by Section 3(a).

(f) Conveyance of all required property interests, as required by Section 1(d).

9. TITLE TRANSFER; OPERATION AND MAINTENANCE; SERVICE

(a) Transfer of Title to Project Systems 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 Project Systems 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 Project Systems. 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 Project Systems deemed transferred to and accepted by the District are delineated as follows:

(1) Culinary Water System. The District shall take title to and thereafter own, operate, maintain, repair, replace and be responsible for all aspects of the Culinary Water System within the Project up to and including the water meter and meter box on each lot within the Project. The individual lot owners shall own, operate, maintain, repair, replace and be responsible for the water service lateral and all related culinary water facilities and equipment serving their lot beginning at lot owner's point of connection at the water meter.

(2) Sanitary Sewer System. The District shall take title to and thereafter own, operate, maintain, repair, replace and be responsible for all aspects of the Sanitary 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.

(3) Public Road System. Wasatch County shall remain the owner of existing public roads that are part of the Public Road System, and shall take title to future public roads that become a part of the Public Road System upon dedication and acceptance of such roads. The District shall operate, maintain, and repair the Public Road System, subject to the execution of agreements acceptable to the District pursuant to Section 12, below.

(b) Service Connections. The Developer shall not install any service connections to the Project Systems 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 culinary water service and 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.

10. WARRANTY OF CONSTRUCTION; IMPROVEMENT ASSURANCE

(a) Improvement Assurance Warranty; Warranty Period. The Developer shall warrant and guaranty that the Project Systems 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").

(1) 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.

(2) 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 Project Systems (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 Project Systems 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.

11. PROJECT PHASING. The Developer may develop the Project in one or more phases. If the Developer elects to develop the Project in phases, any approval by the District that is applicable to one phase will not constitute approval for any subsequent phase, and will not establish a precedent that will bind the District in subsequent phases. Actions or omissions taken by the District with respect to one phase will not support an argument of waiver or estoppel with respect to any subsequent phase.

12. ROAD MAINTENANCE. The District will help facilitate the provision of road maintenance services for the Project, subject to the execution of agreements with the Developer, Wasatch County, the United States Forest Service, and the Project's Homeowner's Association, as may be necessary.

13. 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 Project Systems, 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.

14. 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.

15. ASSIGNABILITY. 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.

16. 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 following addresses:

TO THE DISTRICT:

Strawberry Ranch Special Service District
P.O. Box 519
Heber City, Utah 84032

TO THE DEVELOPER:

Name: Fragola Enterprises LLC
Attn: Burke Roney
Address: 2188 Creekside Court
Heber City, UT 84032
Phone: 801-376-7060
Email: burkeroney@gmail.com

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, 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 Project Systems within one (1) year from the date of final approval from Wasatch County, (iii) the Project Systems have 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.

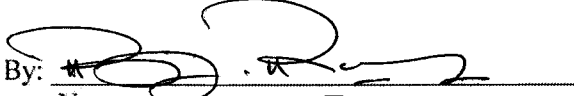
(s) Warranty of Authority. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

STRAWBERRY RANCH SPECIAL SERVICE DISTRICT

By: 
Ron Phillips
General Manager

FRAGOLA ENTERPRISES LLC

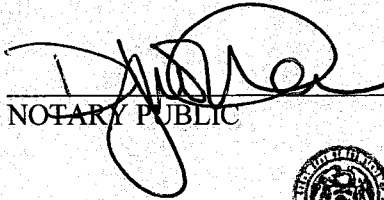
By: 
Name Burk Roney
Title MANAGER

[Notary Acknowledgments Follow on the Next Page]

ACKNOWLEDGMENTS

STATE OF UTAH)
: ss.
County of Wasatch)

On the 27th day of November, 2018, 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 Strawberry Ranch 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



NOTARY PUBLIC
DANA J. KOHLER
COMMISSION #853949
My Commission Expires July 12, 2019
STATE OF UTAH

STATE OF UTAH)
: ss.
County of _____)

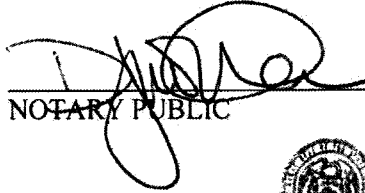
On the _____ day of _____, 20___, personally appeared before me _____ known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of _____, who duly acknowledged to me that _____ executed the same.

NOTARY PUBLIC

ACKNOWLEDGMENTS

STATE OF UTAH)
: ss.
County of Wasatch)

On the 27th day of November, 2018, 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 Strawberry Ranch 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



NOTARY PUBLIC
DANA J. KOHLER
COMMISSION #883969
My Commission Expires July 12, 2019
STATE OF UTAH

STATE OF UTAH)
: ss.
County of Wasatch)

On the 28th day of November, 2018, personally appeared before me Burke Roney 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 Fragola Enterprise LLC, who duly acknowledged to me that Burke Roney - manager executed the same.


NOTARY PUBLIC

4841-7228-6848, v. 2


 LUANN KOHLER
Notary Public, State of Utah
Commission # 692472
My Commission Expires On
December 09, 2020

EXHIBIT B
Legal Description
Strawberry Ranch Special Service District

Beginning a found Bureau of Reclamation monument. Said point is North 87°08'57" East 317.85 feet along the north section line from the found aluminum Forest Service monument for the Northwest Corner of Section 20, Township 4 South, Range 10 West, Special Uintah Base and Meridian. Said point lies on the boundary of the Strawberry Ranch development, the Strawberry Pines Subdivision and the Forest Service.

Thence North 88°56'51" East 990.51 feet along said north section line of Section 20 and the boundary with the Forest Service to a found Bureau of Reclamation monument.

Thence North 00°12'34" West 648.73 feet along the boundary with the Forest Service to a found Bureau of Reclamation monument;

Thence North 89°03'54" East 329.84 feet along the boundary with the Forest Service to a found Bureau of Reclamation monument;

Thence North 00°13'38" West 324.03 feet along the boundary with the Forest Service to a found Bureau of Reclamation monument;

Thence North 89°07'01" East 329.65 feet along the boundary with the Forest Service to a found Bureau of Reclamation monument;

Thence North 00°16'20" West 323.71 feet along the boundary with the Forest Service to a found Bureau of Reclamation monument;

Thence North 89°10'24" East 329.58 feet along the boundary with the Forest Service to a found Bureau of Reclamation monument;

Thence South 00°17'24" East 970.11 feet along the boundary with the Forest Service to a found Bureau of Reclamation monument;

Thence North 89°00'45" East 330.17 feet along the boundary with the Forest Service to a found Bureau of Reclamation monument;

Thence South 00°20'39" East 323.02 feet along the boundary with the Forest Service to the found Bureau of Reclamation Brass Cap for the North Quarter Corner of Section 20;

Thence South 00°24'57" East 1313.06 feet along the boundary with the Forest Service following the center of section line for Section 20 to a set rebar and cap marked 145796;

Thence South 00°27'35" East 654.05 feet more or less along the boundary with the Forest Service;

Thence South 00°22'34" East 327.78 feet more or less along the boundary with the Forest Service;

Thence North 89°00'53" East 2.74 feet more or less along the boundary with the Forest Service to the 40 Dam Acres Subdivision;

Thence South 15°51'39" West 1851.77 feet more or less along the boundary with the 40 Dam Acres Subdivision;

Thence South 83°30'58" East 642.29 feet more or less along the boundary with the 40 Dam Acres Subdivision to the Hundley Properties LC west boundary;

Thence South 12°27'14" West 1120.41 feet more or less along the west Hundley Properties LC boundary to the north line of Section 29;

Thence North 89°33'20" East 127.74 feet more or less along the south Hundley Properties LC boundary which is the north line of Section 29 to the found BLM monument for the North Quarter Corner of Section 29, Township 4 South, Range 10 West;

Thence North 89°47'06" East 2631.33 feet along the north line of Section 29 to a found BLM monument for the Northeast Corner of Section 29. Said line is along the south Hundley Properties LC, Essrex Co. LC and Kubo property boundaries.

Thence North 00°19'17" West 330.00 feet along the west line of Section 21. Said line is the east Kubo boundary to a found hub for the Day property;

Thence North 00°19'17" West 330.00 feet along the west line of Section 21. Said line is the east Day boundary to a found hub for the Essrex property;

Thence North 00°19'17" West 1319.95 feet along the west line of Section 21. Said line is the east Essrex boundary to a found hub for the Essrex property;

Thence North 00°19'17" West 351.99 feet along the west line of Section 21. Said line is the east Essrex boundary to a found hub for the Maynes property;

Thence North 00°19'17" West 307.76 feet along the west line of Section 21. Said line is the east Maynes boundary to a found rebar and cap for the West Quarter Corner of Section 21;

Thence Easterly 3547.50 feet more or less along the boundary with the Division of Wildlife Resources;

Thence Southerly 2640.00 feet more or less along the boundary with the Division of Wildlife Resources to the north line of Section 28;

Thence Easterly 1732.50 feet more or less along the north line of Section 28. Said line is the boundary with the Division of Wildlife Resources to a found stone for the Northeast Corner of Section 28;

Thence North 89°44'05" East 5266.35 feet along the north line of Section 27 to a found stone for the Northeast Corner of Section 27. Said line is the boundary with the Division of Wildlife Resources;

Thence Easterly 5280 feet more or less along the north line of Section 26. Said line is the boundary with the Division of Wildlife Resources to the Northeast Corner of Section 26;

Thence Easterly 5340 feet more or less along the north line of Section 25. Said line is the boundary with the Division of Wildlife Resources to the Northeast Corner of Section 25.

Thence Southerly 5435 feet more or less along the east line of Section 25 to a found stone for the Southeast Corner of Section 25. Said line is the boundary with the Forest Service;

Thence South 00°06'07" East 2417.19 feet along the east line of Section 36 to a found stone for the East Quarter Corner of Section 36. Said line is boundary with the Forest Service;

Thence Southerly 2730 feet more ore less along the east line of Section 36. Said line is the boundary with the Forest Service to the Southeast Corner of Section 36;

Thence Westerly 5305 feet more or less along the south line of Section 36. Said line is the boundary with the Forest Service to the Southeast Corner of Section 35;

Thence Westerly 2680 feet along the south line of Section 35. Said line is the boundary with the Forest Service to a found stone for the South Quarter Corner of Section 35;

Thence Westerly 2610 feet more or less along the south line of Section 35. Said line is the boundary with the Forest Service to the Southeast Corner of Section 34;

Thence Westerly 2640 feet more or less along the south line of Section 34. Said line is the boundary with the Forest Service to a found stone for the South Quarter Corner of Section 34;

Thence South 89°19'13" West 2642.87 feet along the south line of Section 34. Said line is the

boundary with the Forest Service to a found stone for the Southeast Corner of Section 33;
 Thence North $89^{\circ}57'56''$ West 2661.33 feet along the south line of Section 33. Said line is the boundary with the Forest Service to a found stone for the South Quarter Corner of Section 33;
 Thence Westerly 2635 feet more or less along the south line of Section 33. Said line is the boundary with the Forest Service to the Southeast Corner of Section 32;
 Thence Westerly 2635 feet more or less along the south line of Section 32. Said line is the boundary with the Forest Service to a found stone for the South Quarter Corner of Section 32;
 Thence South $89^{\circ}54'45''$ West 2647.90 feet along the south line of Section 32. Said line is the boundary with the Forest Service to a found stone for the Southwest Corner of Section 32;
 Thence Northerly 5270 feet more or less along the west line of Section 32. Said line is the boundary with the Forest Service to the Northwest Corner of Section 32;
 Thence Northerly 5270 feet more or less along the west line of Section 29. Said line is the boundary with the Forest Service to a found BLM monument for the Northwest Corner of Section 29;

Thence South $88^{\circ}56'08''$ West 1713.33 feet along the south line of Section 19. Said line is the boundary with the Forest Service to the Strawberry Pines Subdivision;

Thence North $00^{\circ}05'55''$ East 1146.35 feet along the Strawberry Pines Subdivision boundary;

Thence North $58^{\circ}31'47''$ West 448.36 feet along the Strawberry Pines Subdivision boundary;

Thence North $39^{\circ}22'51''$ East 835.32 feet along the Strawberry Pines Subdivision boundary;

Thence South $60^{\circ}11'26''$ East 695.18 feet along the Strawberry Pines Subdivision boundary;

Thence North $24^{\circ}57'53''$ East 663.24 feet along the Strawberry Pines Subdivision boundary;

Thence North $23^{\circ}54'39''$ East 783.50 feet along the Strawberry Pines Subdivision boundary;

Thence North $19^{\circ}16'12''$ East 232.76 feet along the Strawberry Pines Subdivision boundary;

Thence East 448.51 feet along the Strawberry Pines Subdivision boundary;

Thence North $54^{\circ}26'50''$ East 731.65 feet along the Strawberry Pines Subdivision boundary;

Thence North $35^{\circ}33'10''$ West 136.22 feet along the Strawberry Pines Subdivision boundary to the west right-of-way line for a county road known as Forest Road 090;

Thence along west right-of-way line for said county road the following eight (8) courses. Said west right-of-way line is also the boundary of the Strawberry Pines Subdivision;

- (1) Thence 151.43 feet along a 65.58 foot radius curve to the left (said curve has a central angle of $132^{\circ}18'04''$ and a chord bearing North $47^{\circ}43'59''$ West 119.96 feet);
- (2) Thence 59.80 feet along a 128.03 foot radius curve to the right (said curve has a central angle of $26^{\circ}45'46''$ and a chord bearing North $31^{\circ}47'56''$ East 59.26 feet);
- (3) Thence 85.88 feet along a 328.98 foot radius curve to the left (said curve has a central angle of $14^{\circ}57'22''$ and a chord bearing North $37^{\circ}42'08''$ East 85.63 feet);
- (4) Thence 26.91 feet along a 949.76 foot radius curve to the left (said curve has a central angle of $01^{\circ}37'23''$ and a chord bearing North $31^{\circ}02'09''$ East 26.90 feet);
- (5) Thence 46.93 feet along a 949.76 foot radius curve to the right (said curve has a central angle of $02^{\circ}49'51''$ and a chord bearing North $33^{\circ}15'46''$ East 46.92 feet);
- (6) Thence 274.37 feet along a 1902.74 foot radius curve to the right (said curve has a central angle of $08^{\circ}15'42''$ and a chord bearing North $38^{\circ}48'33''$ East 274.13 feet);
- (7) Thence 268.78 feet along a 1902.74 foot radius curve to the right (said curve has a central angle of $08^{\circ}05'37''$ and a chord bearing (North $46^{\circ}59'12''$ East 268.56 feet);
- (8) Thence 52.84 feet along a 1160.86 foot radius curve to the right (said curve has a central angle of $02^{\circ}36'28''$ and a chord bearing North $49^{\circ}43'47''$ East 52.83 feet);

Thence leaving the county right-of-way and following the boundary of the Strawberry Pines Subdivision North $47^{\circ}48'05''$ West 312.09 feet;

Thence South $75^{\circ}12'42''$ West 601.60 feet along the Strawberry Pines Subdivision boundary;

Thence South $54^{\circ}26'50''$ West 557.87 feet along the Strawberry Pines Subdivision boundary;

Thence West 121.00 feet along the Strawberry Pines Subdivision boundary;

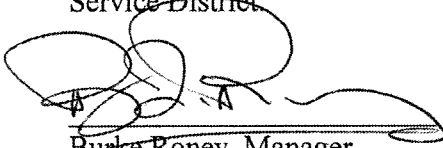
Thence North $27^{\circ}06'59''$ East 1205.83 feet along the Strawberry Pines Subdivision boundary to the point of beginning.

EXHIBIT C
Properties included in the
Strawberry Ranch Special Service District

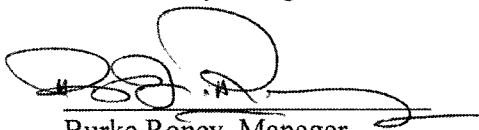
The Strawberry Ranch Special Service District shall consist of the following parcels and the county road right-of-way for Forest Road 90, also known as Soldier Creek Dam Road, as shown on Exhibit A.

<u>Parcel ID #</u>	<u>Owner</u>	<u>Owner</u>
00-0010-9590	Burke F. Roney	
00-0010-9830	Burke F. Roney	
00-0010-9855	Burke F. Roney	
00-0010-9921	Burke F. Roney	
00-0010-9939	Strawberry Highlands LLC	
00-0012-3138	Marshall Farlen LLC	Burke Roney
00-0012-3146	Burke F. Roney	
00-0012-3153	Marshall Farlen LLC	Burke Roney
00-0012-3161	Strawberry Highlands LLC	
00-0012-3179	Strawberry Highlands LLC	
00-0012-3187	Strawberry Highlands LLC	
00-0012-3195	Strawberry Highlands LLC	
00-0012-3203	Marshall Farlen LLC	Strawberry Highlands LLC
00-0012-1413	Marshall Farlen LLC	Burke Roney
00-0012-0340	Burke F. Roney	
00-0020-4143	Willow Creek Holdings LLC	
00-0020-9630	Burke F. Roney	
00-0020-9631	Burke F. Roney	
00-0020-9632	Burke F. Roney	

The following owners hereby give their consent to the creation of the Strawberry Ranch Special Service District


 Burke Roney, Manager
 Strawberry Highlands LLC
 P.O. Box 541
 Jackson, Wyoming 83001

2/19/13
 Date


 Burke Roney, Manager
 Willow Creek Holdings LLC
 P.O. Box 541
 Jackson, Wyoming, 83001

2/19/13
 Date