



When recorded, return to:
 TBlanchard Law PC
 Attn: Troy Blanchard
 50 E. 100 S., Suite 101
 St. George, Utah 84770

W-BED-2 & W-BED-3

RECIPROCAL STORM WATER EASEMENT AGREEMENT

THIS RECIPROCAL STORM WATER EASEMENT AGREEMENT (“**Agreement**”) is made effective as of April 18, 2017, by and between Hoopes Enterprises, LLC a Utah limited liability company (“**Freedom Property Owner**”) and Hoopes Landing, LLC, a Utah limited liability company (“**Bedford Property Owner**”) (the Freedom Property Owner and Bedford Property Owner are sometimes referred to herein as an “**Owner**” or collectively as “**Owners**”).

RECITALS

- A. Freedom Property Owner owns the real property described on Exhibit A attached hereto (the “**Freedom Property**”).
- B. Bedford Property Owner owns the real property described on Exhibit B attached hereto (the “**Bedford Property**”).
- C. The Freedom Property is shown as Lot 3 on the Site Plan attached hereto as Exhibit C (the “**Site Plan**”) and the Bedford Property is shown as Lot 2 on the Site Plan.
- D. The Owners have agreed to grant to each other reciprocal storm water easements for installation, maintenance, repair and use of the four Detention Basins identified on the Site Plan (the “**Detention Basins**”) for purposes of controlling storm water as described in this Agreement.

AGREEMENT

- 1. Grant of Easements. Subject to the limitations set forth in Section 2 below, each Owner grants to the other Owner, as applicable, the following easements:
 - 1.1. Construction Easement. The Bedford Property Owner grants to Freedom Property Owner a temporary construction easement over Detention Basin #4 identified on the Site Plan (and the immediately surrounding area of the Bedford Property), to construct, at Freedom Property Owner’s sole cost an expense, Detention Basin #4 at the location identified on the Site Plan (pursuant to plans and specifications approved by applicable governmental agencies) together with a storm drain and pipe to allow drainage from Detention Basin #4 into Detention Basin #2 (pursuant to plans and specifications approved by applicable governmental agencies). Notwithstanding any other provision herein, this construction easement will automatically terminate upon the earlier of (i) thirty (30) days after the issuance of a certificate of occupancy for any vertical improvements to be constructed by the Freedom Property Owner on the Freedom Property, and (ii) twelve (12) months from the date of this Agreement. For

clarification, Freedom is not required to make landscaping improvements to Detention Basin #4, but only such improvements as may be required by applicable governmental agencies for Detention Basin #4 to control storm water.

1.2. Right to Use Storm Water Control Facilities. Each of the Freedom Property Owner and the Bedford Property Owner, and all persons holding under or through such Owner, and their respective employees, agents, customers, licensees, tenants and invitees shall have a perpetual non-exclusive irrevocable easement in common with all other Owners and all persons holding under or through such other Owners, and their respective employees, agents, customers, licensees, family members, tenants and invitees to use the Detention Basins and related drains and pipes (if any) (the “**Storm Water Control Facilities**”) for purposes of controlling storm water.

2. Restrictions. Without the prior written consent of all owners of the property on which the Storm Water Control Facilities are located

2.1. The Storm Water Control Facilities may not be used for any purpose other than to control storm water; and

2.2. Except for temporary closures for a reasonable period of time during construction, repairs, or maintenance, no wall, curb or other barrier of any kind shall be installed or permitted which would materially and adversely affect the ability of the Storm Water Control Facilities to control storm water.

3. Maintenance.

3.1. Freedom Property Owner, at its sole cost and expense, shall continuously maintain Detentions Basins #1, #2, and #3 (as identified on the Site Plan) and (except as provided in Section 3.2 below) corresponding drains and pipes located on the Freedom Property (if any) in good condition and operating capacity.

3.2. Bedford Property Owner, at its sole cost and expense, shall continuously maintain Detentions Basin #4 (as identified on the Site Plan) and corresponding drains and pipes located on the Bedford Property (if any) in good condition and operating capacity. In addition, the Bedford Property Owner shall maintain the storm drain and pipe running from Detention Basin #4 into Detention Basin #2 free and clear of blockage and debris to allow drainage from Detention Basin #4 into Detention Basin #2 (and Bedford Property Owner shall have the right to enter into the Freedom Property and Detention Basin #2 to the extent necessary to remove any debris or blockage from such pipe and drain).

4. Term. The term of this Agreement and the covenants, easements, rights and conditions set forth herein are perpetual.

5. No Liability for Storm Water. Neither the Bedford Property Owner nor the Freedom Property Owner will be liable to the other for storm water drainage or water originating from their respective properties or any source outside of said properties if such Owner (1) maintains the Storm Water Control Facilities as required under Section 3 of this Agreement, and (2) otherwise complies with applicable governmental agencies.

6. Private Use; No Public Dedication. The provisions hereof are not intended and do not constitute a dedication for public use and the rights and easements herein created are private and for the benefit only of the Owners and the Permittees.

7. Legal Fees and Costs in event of Enforcement. In the event an Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Owner after a final adjudication shall be entitled to recover its costs and reasonably attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

8. Waiver. No waiver of any default under this Agreement by any Owner shall be implied from any omission by any Owner to take any action with respect to such default if such default continues or is repeated.

9. Severability. If any term, provision or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Amendment. No modification, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement signed and acknowledged by all Owners or their respective successors or assigns and recorded in the Office of the County Recorder of Washington County, Utah.

11. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective Owners and their successors and assigns.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. Each Owner agrees to exchange original signatures in due course, with the original signatures being recorded in the Washington County Recorder's Office.

13. Entire Agreement. This Agreement which includes the following Exhibits:

Exhibit A	Freedom Property
Exhibit B	Bedford Property
Exhibit C	Site Plan

No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by the Owners.

[signature pages follow]

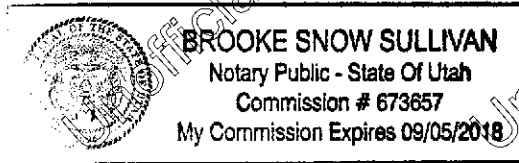
IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

FREEDOM PROPERTY OWNER:

Hoopes Enterprises LLC
a Utah limited liability company

By: LeAnne Hoopes
LeAnne Hoopes, Manager

STATE OF UTAH)
) ss.
COUNTY OF UTAH)



The foregoing instrument was acknowledged before me this 18 day of April, 2017, by LeAnne Hoopes, a manager of Hoopes Enterprises, LLC, on behalf of such limited liability company.

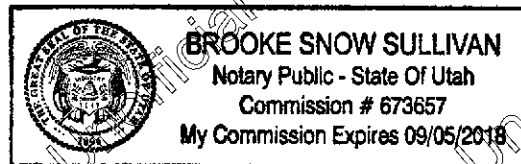
Brooke Sullivan
Notary Public

BEDFORD PROPERTY OWNER:

Hoopes Landing, LLC
a Utah limited liability company

By: LeAnne Hoopes
LeAnne Hoopes, Manager

STATE OF UTAH)
) ss.
COUNTY OF UTAH)



The foregoing instrument was acknowledged before me this 18 day of April, 2017, by LeAnne Hoopes, a manager of Hoopes Landing, LLC, on behalf of such limited liability company.

Brooke Sullivan
Notary Public

Exhibit A

Legal Description of the Freedom Property

DETENTION BASIN 1 EASEMENT:

BEGINNING AT A POINT N 0°59'39" E 872.89 FEET AND WEST 1737.94 FEET FROM THE EAST QUARTER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERRIDIAN AND RUNNING; THENCE N 89°15'52" W 29.03 FEET; THENCE N 01°04'07" E 108.97 FEET; THENCE S 89°15'52" E 28.40 FEET; THENCE S 0°44'08" W 108.96 FEET TO THE POINT OF BEGINNING
CONTAINS: 3,128.76 SQ FT OR .07 ACRES

DETENTION BASIN 2 EASEMENT:

BEGINNING AT A POINT N 0°59'39" E 1274.79 FEET AND WEST 1297.66 FEET FROM THE EAST QUARTER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST SALT LAKE BASE AND MERRIDIAN AND RUNNING; THENCE S 0°42'39" W 87.63 FEET; THENCE S 26°22'06" W 49.53 FEET; THENCE N 64°08'12" W 89.78 FEET; THENCE N 25°51'48" E 55.62 FEET; THENCE N 76°29'59" E 68.17 FEET TO THE POINT OF BEGINNING
CONTAINS: 6273.72 SQ FT OR .14 AC

DETENTION BASIN 3 EASEMENT:

BEGINNING AT A POINT N 0°59'39" E 1341.02 FEET AND WEST 1394.23 FEET FROM THE EAST QUARTER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST SALT LAKE BASE AND MERRIDIAN AND RUNNING; THENCE S 0°44'08" W 66.06 FEET; THENCE S 25°51'48" W 17.92 FEET; THENCE N 64°08'12" W 13.69 FEET; THENCE N 0°44'08" E 76.46 FEET; THENCE S 89°15'52" E 20.00 FEET TO THE POINT OF BEGINNING
CONTAINS: 1547.81 SQ FT OR .035 AC

Exhibit B

Legal Description of the Bedford Property

DETENTION BASIN 4 EASEMENT:

BEGINNING AT A POINT N 0°59'39" E 1184.35 FEET AND WEST 1228.10 FEET FROM THE EAST QUARTER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST SALT LAKE BASE AND MERRIDIAN AND RUNNING; THENCE S 36°08'27" E 14.20 FEET; THENCE S 17°20'30" W 40.33 FEET; THENCE S 64°53'40" W 12.74 FEET; THENCE N 67°33'11" W 74.29 FEET; THENCE N 26°22'06" E 30.65 FEET; THENCE S 89°37'24" E 70.24 FEET TO THE POINT OF BEGINNING CONTAINS: 3591.82 SQ FT OR .083 AC

Exhibit C

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