

MEMORANDUM OF ROAD AGREEMENT

This Memorandum of Road Construction Agreement summarizes and memorializes that certain Settlement and Road Construction Agreement (the "Road Agreement") dated June 14, 2018 by and between **IVORY HOMES, LTD**, a Utah Limited Partnership and **IVORY LAND CORPORATION**, a Utah Corporation, on the one hand, and **CLOVERSTONE FUNDING, L.L.C.**, a Utah limited liability company, **TLC INVESTMENT ENTERPRISE, L.L.C.**, a Utah limited liability company, **JOHN GALT ENTERPRISES, LLC**, a Utah limited liability company, and **CROSSINGS AT LAKE CREEK HOMEOWNERS ASSOCIATION, INC.**, a Utah nonprofit corporation, on the other hand.

RECITALS

- A. **WHEREAS**, Ivory Land Corporation ("**Ivory Land**") is the owner of approximately 14.7 acres of real property adjacent to the Crossings at Lake Creek subdivision (the "**Ivory Land Property**") more specifically described in Exhibit A.
- B. **WHEREAS**, the Parties entered into Road Agreement to resolve their differences, obligates the Parties to work together, in good faith, to complete construction of certain Road Improvements, that certain Detention Basin, and that certain Storm Drain System (defined below) under the terms and conditions of the Road Agreement.
- C. **WHEREAS**, the Parties desire to summarize certain portions of the Road Agreement and to set forth the terms and conditions for construction of the Road Improvements, the Detention Basin, and the Storm Drain System in an instrument to be recorded with the Office of Recorder for Wasatch County, State of Utah to ensure that respective obligations of the Parties and the terms and conditions for performance thereof shall be binding on successors developers in interest, if any, and to establish and perfect certain lien rights and interests securing the performance of these obligations.

NOW, THEREFORE, for the reasons set forth above in the Recitals, the Parties agree as follow:

AGREEMENT

1. Definitions
 - 1.1. "Cannon Parties" as used herein means Cloverstone Funding, L.L.C., TLC Investment Enterprise, L.L.C., and John Galt Enterprises, LLC.
 - 1.2. "Association" as used herein means the Crossings at Lake Creek Homeowners Association, Inc.
 - 1.3. "Parties" as used herein means Ivory Land, the Cannon Parties, and the Association.
 - 1.4. Unless expressly defined otherwise, any reference herein to "days" (for example, performance within thirty (30) days) means calendar days.
2. Road Construction and Lien Rights.

- 2.1. Road Improvements. Pursuant to the Road Agreement, the Parties have agreed to construct the roads identified on Exhibit B which runs through the Ivory Land Property and property owned by defendant TLC Investment Enterprises, L.L.C. ("TLC Investment"), within 18 months of the Effective Date of the Road Agreement. The Parties will work in good faith to align the road sections to existing utilities even if such construction is a slight deviation from the Exhibit B.
- 2.2. Lien Right: To secure performance of the obligations for the Road Improvements, reciprocal, consensual, contractual lien rights, with the power of sale, are hereby granted from and to Ivory Land and TLC Investments and their successors or assigns. The right of lien granted in this instrument shall include the power of sale. The party asserting its lien right (the "Lien Claimant") in accordance with the Road Agreement may appoint a qualified trustee under Utah Code 57-1-21(1)(a)(i) or (iv) to exercise the power of sale and cause the noncompliant party's property to be sold in the manner provided in Utah Code §§ 57-1-24 and 57-1-27 for foreclosure of mortgages or trust deeds. Ivory Land and TLC Investment, for themselves and their respective successors and assigns, hereby waive all claims and defenses regarding the validity and the enforceability of the lien rights as set forth herein. Ivory Land and TLC Investment further acknowledge and agree that the consensual, contractual lien rights granted in this instrument are separate from and in addition to any statutory preconstruction or construction lien rights arising under Utah Code § 38-1a-101 *et seq.* In addition to recovering unpaid construction amounts or bid amounts as provided for in the Road Agreement, the Lien Claimant shall be entitled to recover all attorneys' fees and costs incurred in enforcing the lien and interest as provided by law. Ivory Land and TLC Investment acknowledge and agree that a lien arising pursuant to the right of lien granted herein is perfected as of the date of recording of this Memorandum of Road Agreement. A Notice of Lien recorded by a Lien Claimant as authorized by this instrument shall have priority over all other security interests, encumbrances, and liens recorded after the date recording of this Memorandum of Road Agreement, except as prohibited by law.
- Prior to recording of this Memorandum of Road Agreement, the Cannon Defendants shall obtain and record consent from John Galt Enterprises, LLC and any other holder of a security interest in the TLC Investment property to subordinate to the road construction lien as outlined in this Agreement. This Memorandum of Road Agreement, and the *potential* liens listed above, shall be recorded against the TLC property described on Exhibit C and the Ivory Land Property described on Exhibit A.
3. Detention Basin. Pursuant to the Road Agreement, the Cannon Defendants shall build a storm drain detention basin (the "Detention Basin") on the portion of the Ivory Land Property identified on the attached Exhibit A (~3.2 acres) within 18 months of the Effective Date of the Road Agreement. As part of the Cannon Defendants' obligation to construct the Detention Basin, the Cannon Defendants shall, if required by Wasatch County, construct a temporary detention basin before December 31st, 2018. Upon completion of the permanent Detention Basin (not the temporary detention basin) by the Cannon Defendants, Ivory Land shall be responsible to beautify the Detention Basin with landscaping and irrigation at the earliest

opportunity, weather permitting, but in no event later than May 31, 2020. After completion of the Detention Basin and the beautification thereof, Ivory Land agrees to maintain the installed landscaping in accordance with Wasatch County and Lake Creek Irrigation Company ("Lake Creek") and pursuant to the Road Agreement standards.

- 3.1. To ensure performance of Ivory Land's obligation to landscape the completed the Detention Basin, Ivory Land grants to the Cannon Defendants a consensual, contractual right of lien on the Detention Basin, with the power of sale, consistent with the terms and conditions in paragraph 2.2 above, provided, however, that the upon completion of the landscaping installation obligation for the Detention Basin, the Cannon Defendants shall execute and record a release of lien rights in and to the Detention Basin to enable Ivory Land to dedicate the Detention Basin as common area to the homeowners association established by Ivory Land in connection with the development of the Ivory Land Property (the "Ivory Homeowners Association"). After dedication, the Ivory Homeowners Association shall be responsible for maintenance of the Detention Basin. Ivory will ensure that the Detention Basin is denominated as Common Area and, if permitted by Wasatch County, a detention basin, on the plat of the Ivory Homeowners Association
- 3.2. In the event of breach of this landscape maintenance obligation, as evidenced by notice of violation from Wasatch County or Lake Creek, or per the Road Agreement, and failure to timely cure, the Association may give the Ivory Homeowners Association written notice of its intent to assume maintenance of the Detention Basin landscaping to bring said landscaping into conformance with Wasatch County and Lake Creek standard within thirty (30) days. If the Ivory Homeowners Association fails to bring the landscaping for the Detention Basin into compliance with Wasatch County and Lake Creek standards within the thirty (30) days of receipt of notice from the Association, the Association may temporarily assume the obligation to maintain the landscaping for a period not to exceed six months and may seek reimbursement the actual maintenance costs incurred by the Association necessary to bring the landscaping into conformance with Wasatch County and Lake Creek maintenance standards per the Road Agreement from the Ivory Land Property homeowners association. Within thirty (30) days of written demand for reimbursement, the Ivory Land Property homeowners association shall be obligated to pay the Association for all actual landscape maintenance costs which the Association has documented by vendor invoices and Association payment records. To secure the Association's right of reimbursement for landscape costs incurred as a result of the Ivory Homeowner Association's breach of its obligations herein, Ivory Land, as Incorporator of the Ivory Homeowners Association, hereby grants the Association a right of lien for the unpaid amount on the assessments collected by the Ivory Homeowners Association. The lien right granted to the Association may be perfected by UCC filing pursuant to Utah Code § 70A-9a-311. Notwithstanding anything to the contrary herein, at the end of the period of temporary assumption of landscaping maintenance by the Association pursuant this provision, the obligation to maintain the Detention Basin landscaping shall revert

to the Ivory Homeowners Association. Any subsequent assumption of the landscaping maintenance obligation by the Association shall require notice and an opportunity to cure as outlined herein.

4. Storm Drain. Pursuant to the Road Agreement, Ivory Land agrees to construct the storm drain shown on Exhibit D, ("Storm Drain System") from 1200 South to the large detention pond already constructed to the north of the Ivory Land Property. The Cannon Defendants hereby grant Ivory Land the right to use the large detention pond for use of storm drain effluent (as transferred from the new Storm Drain System) from the Ivory Land Property. The parties agree to complete any necessary paperwork, utility easements, or permits reasonably required by Lake Creek Irrigation Company and Wasatch County. If Ivory Land fails to construct the Storm Drain System within the time provided in the Road Agreement, then Cannon Defendants at their option may construct it after thirty (30) days' written notice to Ivory Land of Cannon Defendants' election and upon completion of the Storm Drainage System may seek reimbursement from Ivory Land for the actual costs incurred in building the Storm Drain System. Ivory Land shall reimburse Cannon Defendants for all actual costs incurred by Cloverstone in constructing the Storm Drain System within thirty (30) days' of receipt of written request for reimbursement. To secure performance of Ivory Land's obligation to construct the Storm Drain System or to reimburse Cloverstone for the construction costs of the same, Ivory Land grants to Cannon Defendants a consensual, contractual right of lien on the Ivory Land Property, with the power of sale, consistent with the terms and conditions in paragraph 2.2 above.
5. Execution of Supplemental Documents. The Parties agree to execute any and all supplemental documents and instruments and to take all supplemental steps to give full force and effect to the terms and conditions herein and intent of this Memorandum of Road Agreement and Road Construction Agreement.
6. Attorneys' Fees and Costs. In any action to interpret or enforce this Memorandum of Road Agreement, the prevailing party or parties shall be entitled to an award of attorneys' fees and costs.
7. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Any copy of such counterpart transmitted by a Party shall be deemed to be an original.
8. Superceding Clause. To the extent there is a conflict between this Memorandum of Road Agreement and the Road Agreement, the Road Agreement shall prevail.

THE UNDERSIGNED HAVE READ THE FOREGOING MEMORANDUM OF ROAD AGREEMENT, FULLY UNDERSTAND IT, AND AGREE TO THE TERMS SET FORTH HEREIN.

IVORY HOMES, LTD.

By: _____

Its: _____

STATE OF _____)

:ss

COUNTY OF _____)

On the ____ day of May, 2018, personally appeared before me _____, the _____ of Ivory Homes, Ltd., the signer of the within instrument, who duly acknowledged to me that they executed the same.

Notary Public

My commission Expires:

IVORY LAND CORPORATION

By: *JL. G/S*

Its: *Secretary*

STATE OF UTAH)

:ss

COUNTY OF SALT LAKE)

On the 15TH day of ~~May~~ JUNE , 2018, personally appeared before me KEVIN ANGLESEY , the SECRETARY of Ivory Land Corporation, the signer of the within instrument, who duly acknowledged to me that they executed the same.

STATE OF Utah)
COUNTY OF Salt Lake) :SS



On the 14 day of ~~May~~ ^{June}, 2018, personally appeared before me Tracey Cannon,
the Declarant of Crossing at Lake Creek Homeowners Association, Inc.,
the signer of the within instrument, who duly acknowledged to me that they executed the same.

Angela Masse
Notary Public

My commission Expires: 11-27-21

Exhibit A

Ivory Land Propety Description

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

BEGINNING AT A POINT BEING SOUTH 89°48'35" WEST, 1077.12 FEET ALONG THE NORTH SECTION LINE AND SOUTH 00°11'25" EAST, 4393.49 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN TO THE POINT OF BEGINNING; RUNNING THENCE 64.67 FEET ALONG A 355.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 07°53'02" WEST, 64.58 FEET) TO A POINT ON THE NORTH BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASE 7A AND 8A SUBDIVISION AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY 317573 BK 935 PG 1360-1389; THENCE ALONG THE BOUNDARY OF SAID THE CROSSINGS AT LAKE CREEK PHASE 7A AND 8A SUBDIVISION THE FOLLOWING NINE (9) COURSES: 1) SOUTH 01°49'37" WEST, 10.39 FEET; 2) NORTH 89°48'40" WEST, 472.55 FEET; 3) NORTH 86°16'59" WEST, 151.86 FEET; 4) 30.02 FEET ALONG A 487.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 01°57'11" WEST, 30.02 FEET); 5) SOUTH 00°11'20" WEST, 49.34 FEET; 6) 39.28 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 45°11'20" WEST, 35.36 FEET); 7) SOUTH 00°11'20" WEST, 60.00 FEET; 8) 39.28 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 44°48'40" EAST, 35.36 FEET); 9) SOUTH 00°11'20" WEST, 77.54 FEET; THENCE LEAVING THE SUBDIVISION BOUNDARY NORTH 89°48'40" WEST, 142.99 FEET; THENCE NORTH 82°48'03" WEST, 60.79 FEET; THENCE NORTH 66°30'26" WEST, 138.35 FEET TO A POINT ON THE EAST LINE OF A 80' EASEMENT ALONG THE TIMPANOGOS CANAL AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY 206168 BK 393 PG 309 & ENTRY 00207864 BK 400 PG 219-226; THENCE ALONG SAID EAST LINE OF SAID 80' EASEMENT THE FOLLOWING FIVE (5) COURSES: 1) NORTH 23°29'34" EAST, 26.51 FEET; 2) 93.50 FEET ALONG A 129.40 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 02°47'38" EAST, 91.48 FEET); 3) NORTH 17°54'25" WEST, 162.12 FEET; 4) 123.77 FEET ALONG A 252.30 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 03°51'13" WEST, 122.53 FEET); 5) NORTH 10°11'59" EAST, 276.19 FEET; THENCE LEAVING SAID EAST LINE OF SAID 80' EASEMENT SOUTH 89°56'33" EAST, 50.01 FEET; THENCE NORTH 00°09'09" EAST, 277.16 FEET; THENCE NORTH 13°53'24" EAST, 92.00 FEET; THENCE SOUTH 76°09'17" EAST, 248.75 FEET; THENCE SOUTH 85°48'20" EAST, 260.57 FEET; THENCE 311.02 FEET ALONG A 525.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 12°39'30" EAST, 306.49 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 35°50'54" EAST, 80.00 FEET; THENCE SOUTH 54°09'06" WEST, 3.09 FEET; THENCE SOUTH 35°50'54" EAST, 172.02 FEET; THENCE 146.40 FEET ALONG A 3014.43 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 38°27'00" EAST, 146.39 FEET); THENCE SOUTH 51°20'53" EAST, 104.86 FEET TO THE POINT OF BEGINNING.

CONTAINS: 14.70 ACRES MORE OR LESS

Serial # OWC-1434-5-003-045

Parcel # 00-0020-9919

Exhibit B

Roadways Map & Detention Pond

FOCUS
ENGINEERING AND SURVEYING, LLC
301 WEST COTTAGE AVENUE
SANDY, UTAH 84070 PH: (801) 252-0075
www.focusllc.com

The Crossings at Lake Creek
Easements Exhibit

SECTION	DATE	BY	CHKD	APP'D
SECTION BLOCK				

EASEMENTS EXHIBIT
DATE: 11/20/11
SCALE: 1"=50'

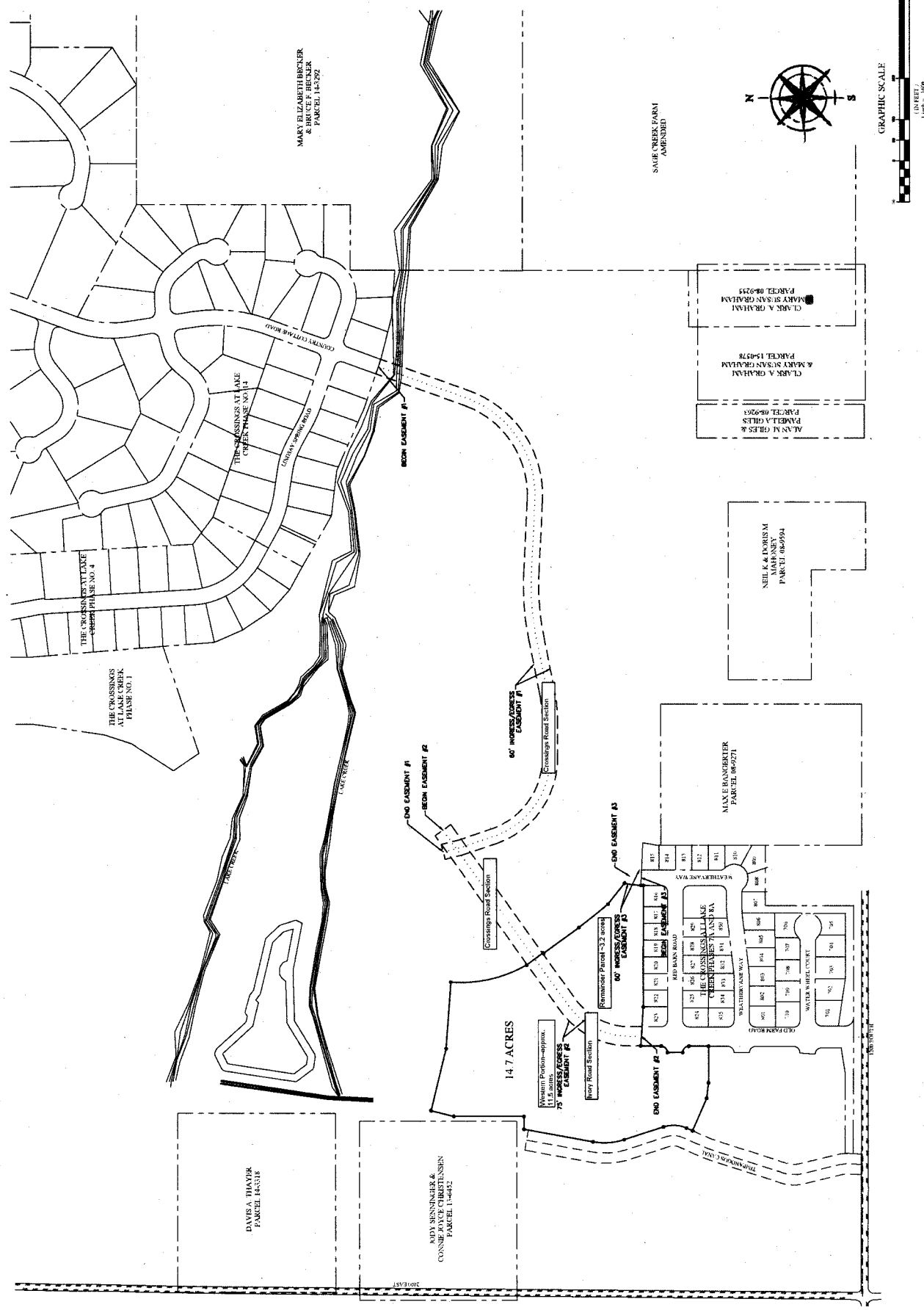


Exhibit C
TLC Property Description

LEGAL DESCRIPTION

A PORTION OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE 1/16TH SECTION LINE WHICH IS 927.04 FEET SOUTH AND 1341.65 FEET WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 3, SAID QUARTER CORNER IS LOCATED 52.11 FEET NORTH AND 1.80 FEET WEST OF WASATCH COUNTY SURVEY MARKER (AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP IDENTIFIED AS FILING NUMBER OWC-045-003-4-0424), AND RUNNING THENCE FOLLOWING THE LINES OF SAID SURVEY MAP THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 00°09'02" WEST, 414.89 FEET ALONG SAID 1/16TH LINE; 2) SOUTH 89°49'53" EAST, 0.30 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAGE CREEK FARMS SUBDIVISION; 3) SOUTH 00°00'57" EAST, 653.90 FEET ALONG SAID SUBDIVISION; 4) SOUTH 89°43'06" WEST, 549.89 FEET; THENCE NORTH 00°00'57" WEST, 288.79 FEET; THENCE SOUTH 89°59'03" WEST, 350.22 FEET; THENCE NORTH, 289.83 FEET; THENCE NORTH 87°10'06" WEST, 60.08 FEET; THENCE SOUTH, 717.96 FEET; THENCE WEST, 689.86 FEET; THENCE NORTH 00°31'08" WEST, 258.08 FEET; THENCE NORTH 00°30'11" WEST, 405.26 FEET; THENCE NORTH 00°41'05" EAST, 61.37 FEET; THENCE NORTH 00°25'54" EAST, 662.29 FEET; THENCE SOUTH 89°34'05" EAST, 74.02 FEET TO POINT ON A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY 95.72 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 109°41'26" (CHORD BEARS SOUTH 89°34'05" EAST, 81.76 FEET) TO A NON-TANGENT LINE; THENCE SOUTH 89°34'05" EAST, 198.24 FEET TO A POINT ON A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 47.86 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°50'54" (CHORD BEARS NORTH 63°00'28" EAST, 46.06 FEET) TO A TANGENT LINE; THENCE SOUTH 89°34'05" EAST, 103.27 FEET; THENCE NORTH, 257.80 FEET; THENCE SOUTH 60°00'19" EAST, 229.37 FEET; THENCE SOUTH 83°11'00" EAST, 176.94 FEET; THENCE SOUTH 65°42'42" EAST, 261.49 FEET; THENCE SOUTH 70°38'47" EAST, 206.07 FEET; THENCE SOUTH 75°29'43" EAST, 168.48 FEET; THENCE SOUTH 85°44'58" EAST, 183.02 FEET; THENCE SOUTH 00°09'02" WEST, 86.96 FEET TO THE POINT OF BEGINNING.

CONTAINS: 48.05 ACRES MORE OR LESS

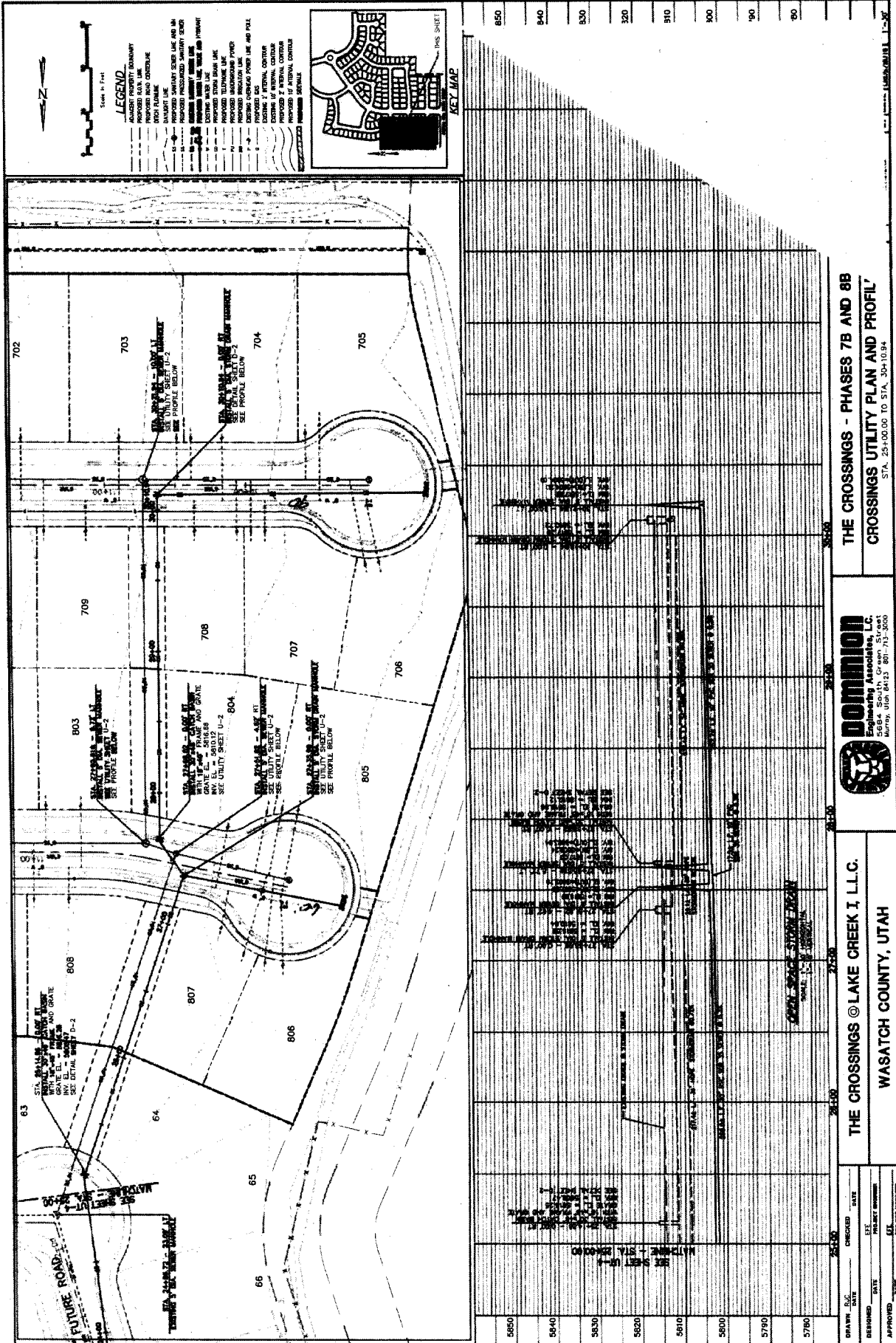
Serial # OWC-1441-0-003-045

Parcel # 00-0008-9461

Exhibit D

Storm Drain System

(More Drawings and Plans available through Dominion
Engineering Associates, L.C.)



THE CROSSINGS - PHASES 7B AND 8B
CROSSINGS UTILITY PLAN AND PROFILE
 STA. 25+00.00 TO STA. 30+10.94



THE CROSSINGS © LAKE CREEK I, L.L.C.
WASATCH COUNTY, UTAH

DRAWN	DATE	CHECKED	DATE
REVISION	DATE	BY	REVISION NUMBER
APPROVED	DATE	BY	DATE

