

When Recorded Return To:  
Rosing Davidson Frost  
136 Heber Ave, Suite 205  
Park City, Utah 84060

## EASEMENT AND MAINTENANCE COST SHARING AGREEMENT

This easement and maintenance cost sharing agreement (the “**Agreement**”) is entered into on July 6, 2022 between the HOLBROOK FARMS MASTER ASSOCIATION, a Utah nonprofit corporation (the “**Master Association**”), and the TOWNHOMES AT HOLBROOK FARMS HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation (the “**Townhomes Association**”).

### RECITALS

A. The Master Association is the master homeowners association for the Holbrook Farms master planned community located in Lehi, Utah which is more particularly described in Exhibit A (“**Holbrook Farms**”).

B. The Townhomes Association is the homeowners association for the Townhomes at Holbrook Farms planned unit development located in Lehi, Utah which is more particularly described in Exhibit B (the “**Townhomes at Holbrook Farms**”).

C. The Master Association and the Townhomes Association desire to enter into an agreement to allow the owners and occupants of the Townhomes at Holbrook Farms to access and use certain common areas and facilities within Holbrook Farms and to share the maintenance costs of the Holbrook Farms of those areas.

The parties therefore agree as follows:

### AGREEMENT

1. Easement. The Master Association hereby grants and conveys to the Townhomes Association, their members and the members’ tenants and guests, a nonexclusive easement for access to and use of the community parks and open spaces in Holbrook Farms (the “**Holbrook Farms Amenities**”). This easement is of a perpetual nature and may only be terminated by a written agreement executed by the parties.

2. Rules. Any person using or accessing the Holbrook Farms Amenities pursuant to this Agreement shall comply with all rules and regulations promulgated by the Master Association relating to the Holbrook Farms Amenities.

3. Maintenance Cost Sharing. The Master Association shall be responsible for maintaining, repairing, and improving the Holbrook Farms Amenities. The Townhomes Association shall reimburse the Master Association for its pro rata share of the costs to maintain, repair, and improve the Holbrook Farms Amenities as set forth in the Holbrook Farms Boyer Townhomes

Worksheet attached hereto as Exhibit A. The Townhomes Association pro rata share shall be calculated as a percentage of the total number of units or lots with use and access rights to the Holbrook Farms Amenities, including the Townhomes at Holbrook Farms. The Master Association has calculated that percentage as 6.5%. The Master Association shall invoice the Townhomes Association at least annually. Payment shall be due within ninety (90) days of receipt of the invoice. Late payments shall accrue interest at a rate of five percent (5%) per annum. The Master Association shall not be responsible for providing any snow removal, landscaping, insurance, or secondary irrigation for the Townhomes at Holbrook Farms.

4. Covenants Run With The Land. This Agreement is a covenant running with the land and shall be binding upon the parties hereto, their heirs, successors in interest, and assigns.

5. Attorney Fees. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to collect its reasonable attorney fees, as well as all costs and expenses, from the non-prevailing party.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein, and supersedes all prior agreements and understandings, whether written or oral, regarding the same. This Agreement shall only be amended in a writing signed by both the parties hereto.

7. Counterparts. This Agreement may be signed in counterparts, which when combined, shall be deemed a single agreement. Electronic signatures and/or electronically transmitted counterparts shall be treated as originals and shall be effective, valid, and enforceable as such.

*Signature Page Follows*

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

HOLBROOK FARMS MASTER ASSOCIATION

By: *[Handwritten Signature]*

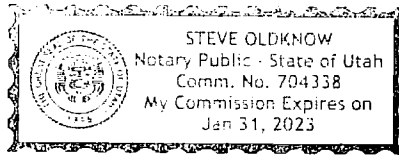
Printed Name: Kevin Anglesky

Its: Board Member

STATE OF UTAH            )  
  ):S  
COUNTY OF SALT LAKE )

On this 6th, day of July, 2022, personally appeared before me, a notary public, KEVIN ANGLISKY whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that they are the duly authorized representative of Holbrook Farms Master Association, a Utah nonprofit corporation, and that said document was signed by them on behalf of said company with all necessary authority, and acknowledged to me that said company executed the same.

*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC



TOWNHOMES AT HOLBROOK FARMS HOMEOWNERS ASSOCIATION, INC.

By:




Printed Name: Brian Golikow

Its: BOARD MEMBER

STATE OF UTAH                    )  
  ):S  
COUNTY OF \_\_\_\_\_ )

On this 7<sup>th</sup> day of July, 2022, personally appeared before me, a notary public, Brian Golikow whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that they are the duly authorized representative of Townhomes at Holbrook Farms Homeowners Association, Inc., a Utah nonprofit corporation, and that said document was signed by them on behalf of said company with all necessary authority, and acknowledged to me that said company executed the same.

  
NOTARY PUBLIC

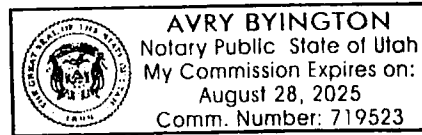


EXHIBIT A

Holbrook Farms Boyer Townhomes - Boyer (2022 Forecast)					
CONTRACT SERVICES	Per Unit Per Month	Per Unit Annual	Total Annual	Comments	
Landscape	\$2.64	\$31.68	\$3707	The following amounts have been recommended by the HOA to be paid by the Boyer Townhomes. These are directly associated with services that are provided to the Holbrook Farms Master Association that cannot be separated from the master. This takes into account the 117 units that are projected at buildout which equates to approximately 6.5% of units within Holbrook Farms. Therefore the annual totals equate to 6.5% of overall totals for the entire master association.	
Snow Removal	\$0.14	\$1.68	\$197		
General R&M	\$0.13	\$1.56	\$183		
<b>UTILITIES</b>					
Electricity	\$0.30	\$3.60	\$421		
Water	\$0.10	\$1.20	\$140		
<b>Contract Services TOTAL</b>	<b>\$3.31</b>	<b>\$39.72</b>	<b>\$4647</b>		
ADMIN & GENERAL	Per Unit Per Month	Per Unit Annual	Total Annual		Comments
Salaries & Benefits	\$1.08	\$12.96	\$1516		Community Managers time spent managing contract services for the master association.
<b>Admin &amp; General TOTAL</b>	<b>\$1.08</b>	<b>\$12.96</b>	<b>\$1516</b>		
<b>GRAND TOTAL</b>	<b>\$4.39</b>	<b>\$52.68</b>	<b>\$6,164</b>	This is the consolidated total for contract services and admin & general	
*This budget has been prepared based off of 117 units. This will be revised each year to align with the approved annual budget.					

EXHIBIT B  
LEGAL DESCRIPTION

**EXHIBIT B PROPERTY DESCRIPTION**

Lots 5101 through 5217, inclusive, and Common Area Parcel A, HOLBROOK FARMS PLAT D PHASE 2, being more particularly described as follows:

Tax Id No.: 68-063-5101 through 5218







