

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 7, 2021 between the RIDGEVIEW MASTER ASSOCIATION, a Utah nonprofit corporation (the “**Master Association**”), and the RIDGEVIEW TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation (the “**Townhomes Association**”).

RECITALS

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

B. The Townhomes Association is the homeowners association for the Ridgeview Townhomes planned unit development located in Highland City, Utah which is more particularly described in Exhibit B (the “**Ridgeview Townhomes**”).

C. The Master Association and the Townhomes Association desire to enter into an agreement to allow the owners and occupants of the Ridgeview Townhomes to access and use certain common areas and facilities within Ridgeview and to share the maintenance costs of the Ridgeview 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 Ridgeview (the “**Ridgeview 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 Ridgeview Amenities pursuant to this Agreement shall comply with all rules and regulations promulgated by the Master Association relating to the Ridgeview Amenities.

3. Maintenance Cost Sharing. The Master Association shall be responsible for maintaining, repairing, and improving the Ridgeview Amenities. The Townhomes Association shall reimburse the Master Association for its pro rata share of the costs to maintain, repair, and improve the Ridgeview Amenities. 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 Ridgeview Amenities, including the Ridgeview Townhomes. 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.

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.

RIDGEVIEW MASTER ASSOCIATION

By: *[Signature]*

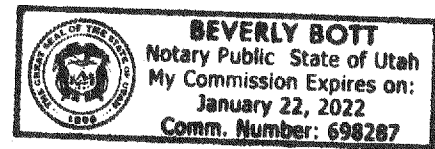
Printed Name: SPENCER MOFFAT

Its: BOARD MEMBER

STATE OF UTAH)
):
COUNTY OF Salt Lake)

On this 7th, day of July, 2021, personally appeared before me, a notary public, Spencer Moffat, 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 Ridgeview 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.

[Signature]
NOTARY PUBLIC



RIDGEVIEW TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

By: S Muffat

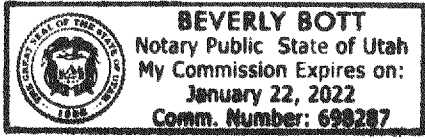
Printed Name: SPENCER MUFFAT

Its: BOARD MEMBER

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

On this 7th, day of July, 2021, personally appeared before me, a notary public, Spencer Muffat, 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 Ridgeview Townhomes 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.

Beverly Bott
NOTARY PUBLIC



**EXHIBIT A
RIDGEVIEW LEGAL DESCRIPTION**

PLAT A:

A Tract of Land, located in the SE1/4 of Section 1 of Township 5 South, Range 1 East, Salt Lake Base and Meridian. Entire Tract Comprised of part of Parcels identified by Utah County Tax Id. Numbers 12:004:0017 & 12:0047:0018, being more particularly described as follows:

Beginning at a point N00°06'11"W 1,265.52 feet along the section line and S89°53'49"W 1,757.40 feet from the Southeast Corner of Section 1, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 19.00 feet (radius bears: S56°58'45"W) a distance of 15.72 feet through a central angle of 47°24'28" Chord: S9°19'01"E 15.28 feet; thence S57°00'00"W 266.26 feet; thence along the arc of a curve to the right with a radius of 561.00 feet a distance of 64.00 feet through a central angle of 06°32'11" Chord: S60°16'05"W 63.96 feet to the northerly line of a perpetual easement for the Jordan Aqueduct, Reach 4 in favor of The United States of America, Department of the Interior, Bureau of Reclamation as defined in a land purchase contract, recorded at Entry No. 33524:1983 in the Utah County Recorder's Office; thence along said perpetual easement line the following two (2) courses: (1) Northwesterly along the arc of a non-tangent curve to the right having a radius of 475.00 feet (radius bears: N31°43'49"E) a distance of 47.86 feet through a central angle of 05°46'22" Chord: N55°23'00"W 47.84 feet; thence (2) N52°29'50"W 162.66 feet to the easterly line of a Special Warranty Deed as recorded at Entry No. 113623:1998 in the Utah County Recorder's Office, said point being the southwest corner of said entire tract; thence along said deed line and westerly line of said entire tract the following nine (9) courses: (1) N10°55'32"E 191.06 feet; thence (2) N18°31'39"E 65.08 feet; thence (3) N14°03'39"E 69.73 feet; thence (4) N10°09'13"E 53.70 feet; thence (5) N02°22'21"W 33.89 feet; thence (6) N26°09'40"W 20.29 feet; thence (7) N43°06'40"W 24.56 feet; thence (8) N43°54'14"W 22.14 feet; thence (9) N29°37'46"W 26.24 feet; thence N59°56'15"E 125.36 feet; thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 478.00 feet (radius bears: N59°56'15"E) a distance of 24.68 feet through a central angle of 02°57'30" Chord: S31°32'30"E 24.68 feet; thence S33°01'15"E 542.31 feet to the point of beginning. Contains: 3.73 acres+/-

PLAT B-1:

A Tract of Land, located in the SE1/4 of Section 1 of Township 5 South, Range 1 East, Salt Lake Base and Meridian. Entire Tract Comprised of part of Parcels identified by Utah County Tax Id. Number 12:004:0017, being more particularly described as follows:

Beginning at a point N00°06'11"W 1,485.34 feet along the section line and S89°53'49"W 1,213.93 feet from the Southeast Corner of Section 1, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence Westerly along the arc of a 589.00 feet radius non-tangent curve to the left (radius bears: S00°17'00"W) 342.15 feet through a central angle

of 33°17'00" (chord: S73°38'30"W 337.36 feet); thence S57°00'00"W 190.32 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 19.00 feet (radius bears: N09°27'39"E) a distance of 15.76 feet through a central angle of 47°31'06" Chord: N56°46'48"W 15.31 feet; thence S56°58'45"W 56.00 feet; thence N33°01'15"W 542.31 feet; thence along the arc of a curve to the right with a radius of 478.00 feet a distance of 60.60 feet through a central angle of 07°15'49" Chord: N29°23'21"W 60.56 feet; thence N64°14'34"E 59.00 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 16.00 feet (radius bears: N64°14'34"E) a distance of 27.00 feet through a central angle of 96°41'51" Chord: S74°06'22"E 23.91 feet; thence N57°32'43"E 30.12 feet; thence along the arc of a curve to the right with a radius of 771.00 feet a distance of 436.73 feet through a central angle of 32°27'17" Chord: N73°46'22"E 430.91 feet; thence East 271.38 feet; thence S00°00'21"W 204.97 feet; thence N89°59'39"E 94.08 feet; thence S01°03'40"W 99.52 feet; thence S19°44'40"W 29.63 feet; thence S00°17'00"W 110.00 feet to the point of beginning.
 Contains: 8.60 acres+/-

PLAT B-2:

A Tract of Land, located in the SE1/4 of Section 1 of Township 5 South, Range 1 East, Salt Lake Base and Meridian. Entire Tract Comprised of part of Parcels identified by Utah County Tax Id. Number 12:004:0017, being more particularly described as follows:

Beginning at a point N00°06'11"W 1,415.20 feet along the section line and S89°53'49"W 673.20 feet from the Southeast Corner of Section 1, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running N80°52'42"W 73.00 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 3,960.00 feet (radius bears: N80°52'42"W) a distance of 7.65 feet through a central angle of 00°06'39" Chord: S09°10'37"W 7.65 feet; to a point of compound curvature; thence along the arc of a curve to the right with a radius of 19.00 feet a distance of 14.88 feet through a central angle of 44°52'36" Chord: S31°40'14"W 14.50 feet; thence Westerly along the arc of a non-tangent curve to the right having a radius of 1,961.00 feet (radius bears: N06°27'28"E) a distance of 211.93 feet through a central angle of 06°11'32" Chord: N80°26'46"W 211.83 feet; thence N77°21'00"W 128.08 feet; thence along the arc of a curve to the left with a radius of 589.00 feet a distance of 127.13 feet through a central angle of 12°22'00" Chord: N83°32'00"W 126.88 feet; thence N00°17'00"E 110.00 feet; thence N19°44'40"E 29.63 feet; thence N01°03'40"E 99.52 feet; thence S89°59'39"W 94.08 feet; thence N00°00'21"E 204.97 feet; thence East 580.35 feet; thence along the arc of a curve to the left with a radius of 19.00 feet a distance of 29.07 feet through a central angle of 87°39'43" Chord: N46°10'09"E 26.32 feet; thence S87°39'43"E 69.00 feet; thence S02°20'17"W 52.00 feet; thence S01°53'34"E 50.03 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 4,033.00 feet (radius bears: N86°57'11"W) a distance of 427.58 feet through a central angle of 06°04'28" Chord: S06°05'04"W 427.38 feet to the point of beginning.
 Contains: 6.73 acres+/-

PLAT C:

Ridgeview Plat C, Lots 201 through 231, inclusive, as shown on the official subdivision plat on file and of record in the Office of Recorder for Utah County, Utah and recorded on June 14, 2021 as Entry No. 108371:2021 and all appurtenant Common Area shown thereon.

PLAT D:

Ridgeview Plat D, Lots 232 through 279, inclusive, as shown on the official subdivision plat on file and of record in the Office of Recorder for Utah County, Utah and recorded on June 14, 2021 as Entry No. 108372:2021 and all appurtenant Common Area shown thereon.

EXHIBIT B
RIDGEVIEW TOWNHOMES LEGAL DESCRIPTION

RIDGEVIEW PLAT E

A Tract of Land, located in the SE1/4 of Section 1 of Township 5 South, Range 1 East, Salt Lake Base and Meridian. Entire Tract Comprised of all of that Parcel identified by Utah County Tax Id. Number 12:004:0035 and a part of Utah County Tax Id. Number 12:004:0036, being more particularly described as follows:

Beginning at a point at the intersection of the northerly line of a perpetual easement for the Jordan Aqueduct, Reach 4 in favor of The United States of America, Department of the Interior, Bureau of Reclamation as defined in a land purchase contract, recorded at Entry No. 33524:1983 in the Utah County Recorder's Office and the westerly right of way line of SR-129 as established by a UDOT Project, Pin No. 16779, said point being N00°06'11"W 561.29 feet along the section line and S89°53'49"W 58.29 feet from the Southeast Corner of Section 1, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence along said perpetual easement line N71°56'46"W 839.16 feet to a Southeasterly boundary corner of that certain Special Warranty Deed recorded November 2, 2002 as Entry No. 174123-2020 in the Office of the Utah County Recorder; thence along said boundary the following eight (8) courses: (1) N18°03'13"E 121.53 feet; thence (2) Northeasterly along the arc of a non-tangent curve to the left having a radius of 67.00 feet (radius bears: N25°36'30"W) a distance of 57.18 feet through a central angle of 48°53'44" Chord: N39°56'38"E 55.46 feet to a point of compound curvature; (3) thence along the arc of a curve to the left with a radius of 4,020.00 feet a distance of 341.00 feet through a central angle of 04°51'37" Chord: N13°03'57"E 340.90 feet to a point of reverse curvature; thence (4) along the arc of a curve to the right having a radius of 28.00 feet a distance of 40.74 feet through a central angle of 83°21'49" Chord: N52°19'03"E 37.24 feet to a point of reverse curvature; thence (5) along the arc of a curve to the left having a radius of 2,025.00 feet a distance of 118.86 feet through a central angle of 03°21'47" Chord: S87°40'56"E 118.85 feet; thence (6) S86°54'17"E 150.44 feet; thence (7) S87°08'15"E 120.18 feet; thence (8) East 161.63 feet to a Southwesterly boundary line of that certain Quit Claim Deed recorded February 3, 2020 as Entry No. 17228-2020 in the office of the Utah County Recorder; thence along said Southwesterly boundary line S58°02'59"E 17.01 feet; thence West 176.03 feet; thence N87°07'08"W 130.77 feet; thence Southwesterly along the arc of a non-tangent curve to the left having a radius of 19.00 feet (radius bears: S03°05'34"W) a distance of 30.87 feet through a central angle of 93°05'34" Chord: S46°32'47"W 27.59 feet; thence South 81.79 feet; thence along the arc of a curve to the left with a radius of 19.00 feet a distance of 16.98 feet through a central angle of 51°11'43" Chord: S25°35'51"E 16.42 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 56.00 feet a distance of 25.76 feet through a central angle of 26°21'05" Chord: S38°01'11"E 25.53 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 28.00 feet (radius bears: N08°05'27"E) a distance of 6.90 feet through a central angle of 14°07'05" Chord: S88°58'05"E 6.88 feet; thence N84°27'15"E 5.28 feet; thence S05°03'52"E 28.00 feet; thence Westerly along the arc of a non-tangent curve to the left having a radius of 28.00 feet (radius bears: S05°03'52"E) a distance of 10.26 feet through a central angle of 20°59'13" Chord: S74°26'32"W 10.20 feet; thence Southwesterly along the arc of a non-tangent curve to the right having a radius of 56.00 feet (radius bears: N83°06'59"W) a distance of 49.85 feet through a central angle of 50°59'59" Chord:

S32°23'00"W 48.22 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 23.00 feet a distance of 2.16 feet through a central angle of 05°22'43" Chord: S55°11'38"W 2.16 feet; thence South 79.51 feet; thence East 368.81 feet to said westerly right of way line of SR-129; thence along said westerly right of way line the following two (2) courses: (1) S01°20'10"E 358.33 feet; thence (2) S01°20'22"E 106.02 feet to the point of beginning.

Contains: 8.05 acres+/- (96 Units and 5 Parcels)