



ENT 20003:2024 PG 1 of 8
 ANDREA ALLEN
 UTAH COUNTY RECORDER
 2024 Mar 28 03:55 PM FEE 0.00 BY M6
 RECORDED FOR PROVO CITY

WHEN RECORDED, RETURN TO:
 Provo City Corporation
 Attn: City Recorder
 445 W Center St. Suite 410
 Provo, UT 84601

Parcel No(s): See Exhibit B

**SECOND AMENDMENT TO MAINTENANCE AND
 OPEN SPACE PRESERVATION AGREEMENT**

THIS SECOND AMENDMENT TO MAINTENANCE AND OPEN SPACE PRESERVATION AGREEMENT (“**Second Amendment**”) is made and entered into this ___ day of _____, 202_ (“**Amendment Effective Date**”), by and among Canyon River Holdco, LLC, a Utah limited liability company (“**Sub-developer**”), Provo City Corporation, a municipal corporation of Utah (the “**City**”), and Riverwoods Research and Business Park Owners Association, a Utah nonprofit corporation (the “**Association**”).

RECITALS

A. The Association, City, and Sub-Developer’s predecessor-in-interest, Riverfront Properties, a Utah general partnership, previously entered into that certain Maintenance and Open Space Preservation Agreement, recorded October 24, 1991, as Entry No. 42272, in Book 2847, at Page 610, as amended by that certain First Amendment to Maintenance and Open Space Preservation Agreement, recorded September 10, 1992, as Entry No. 47430, in Book 2998, at Page 772 in the Utah County Recorder’s Office (as amended, the “**Current Maintenance Agreement**” and as amended by this Second Amendment, the “**Maintenance Agreement**”).

B. The Current Maintenance Agreement imposes certain obligations and restrictions on the real property described on Exhibit A (the “**Property**”) attached hereto and by this reference made a part hereof.

C. As required by Section 8 of the Maintenance Agreement, that certain Master Declaration of Covenants, Conditions and Restrictions for Riverwoods Research and Business Park, Provo City, Utah County, Utah, recorded October 24, 1991 as Entry No. 42273 in Book 2847, at Page 618 with the Utah County Recorder’s Office, as amended by that certain First Amendment to Master Declaration of Protective Covenants, Conditions and Restrictions for Riverwoods Research and Business Park, Provo City, Utah County, Utah, recorded December 23, 1991, as Entry No. 50674, in Book 2869, at Page 154 in the Utah County Recorder’s Office, as further amended by that certain Second Amendment to Master Declaration of Protective Covenants, Conditions and Restrictions for Riverwoods Research and Business Park, Provo City, Utah County, Utah, recorded September 10, 1992, as Entry No. 47431, in Book 2998, at Page 776 in the Utah County Recorder’s Office, as further amended by that Third Amendment to Master Declaration of Protective Covenants, Conditions and Restrictions for Riverwoods Research and

Business Park, Provo City, Utah County, Utah, recorded June 2, 2000, as Entry No. 43568:2000 in the Utah County Recorder's Office, and as further amended by that Fourth Amendment to Master Declaration of Protective Covenants, Conditions and Restrictions for Riverwoods Research and Business Park, Provo City, Utah County, Utah, recorded November 9, 2000, as Entry No. 89334:2000 in the Utah County Recorder's Office (as amended, the "**Declaration**") was recorded against the Property.

D. The Association desires to further amend the Declaration to remove that certain real property more particularly described in Exhibit B (the "**Residential Property**") attached hereto and incorporated herein by this reference, from the terms of the Declaration to facilitate the development of the Residential Property into a residential housing development.

E. The parties now desire to amend the Maintenance Agreement to remove and withdraw the Residential Property from the Maintenance Agreement in the manner set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following:

AGREEMENT

1. Incorporation/Interpretation. All of the terms of the Current Maintenance Agreement are incorporated into this Amendment, except as revised below. In the event of a conflict between the Current Maintenance Agreement and this Second Amendment, this Second Amendment shall control. Capitalized terms in this Second Amendment shall have the same meaning given in the Current Maintenance Agreement, except if there is a conflict, then this Second Amendment's definitions shall control. The parties acknowledge the truth and accuracy of the above recitals and incorporate the same herein by this reference.

2. Withdrawal of Property. To facilitate the development of the Residential Property, the parties hereby withdraw and remove the Residential Property from the Property encumbered by the Maintenance Agreement. As such, Exhibit A to the Current Maintenance Agreement is hereby amended to exclude the Residential Property.

3. Ratification; Effectiveness. The Current Maintenance Agreement, as amended herein, shall remain in full force and effect. On or after the Amendment Effective Date, each reference in the Current Maintenance Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Maintenance Agreement. This Maintenance Agreement (including the Second Amendment) may be further amended in a writing executed only by and between the parties.

[Signatures and Acknowledgments Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment by and through their respective, duly authorized representatives as of the Amendment Effective Date.

SUB-DEVELOPER:

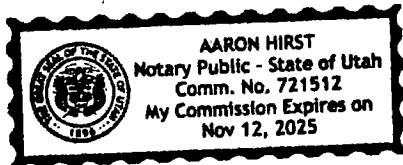
CANYON RIVER HOLDCO LLC, a Utah limited liability company

By: [Signature]
Name: Jason White
Its: Manager

SUB-DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 29 day of December, 2023 by Jason White, the manager of Canyon River Holdco LLC, a Utah limited liability company, on behalf of said company.



[Signature]
NOTARY PUBLIC

ASSOCIATION:

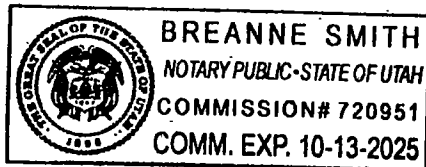
RIVERWOODS RESEARCH AND
BUSINESS PARK OWNERS
ASSOCIATION, a Utah
nonprofit corporation

By: K. Rogers
Name: Kirk Rogers
Its: Authorized Officer and Trustee

ASSOCIATION ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF Utah)

On the 21st day of December, 2023, personally appeared before me Kirk Rogers, a member of the Board of Trustees and Authorized Officer of Riverwoods Research and Business Park Owners Association, a Utah nonprofit corporation, and that she/he, being authorized to do so, executed the foregoing instrument for the purpose contained and in the capacity therein stated.



Breanne Smith
NOTARY PUBLIC

CITY:

Approved as to form and legality:

PROVO CITY,
a Utah political subdivision

Brian Jones
Name: Brian Jones
City Attorney

By: Michelle Kaufusi
Name: Michelle Kaufusi
Its: Mayor

Attest:

Heidi Allman
Heidi Allman
City Recorder



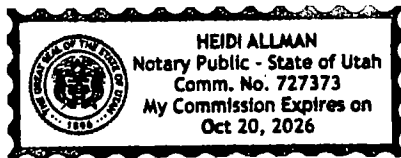
CITY ACKNOWLEDGMENT

STATE OF UTAH)

:SS.

COUNTY OF UTAH)

On the 30 day of January, 2024, personally appeared before me Michelle Kaufusi who being by me duly sworn, did say that she is the Mayor of Provo City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Michelle Kaufusi acknowledged to me that the City executed the same.



Heidi Allman

NOTARY PUBLIC

EXHIBIT A
(Legal Description of the Property)

Commencing at the Northeast corner of Section 13, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Basis of Bearing is the Utah State Plane Coordinate System, Central Zone); thence North 89°49'06" East 114.73 feet; thence South 8°55'48" West 624.23 feet; thence South 12°16'13" West 54.92 feet; thence South 89°50'30" East 345.16 feet; thence South 9°34'29" West 403.90 feet; thence North 84°49'06" West 334.26 feet; thence South 19°34'42" West 125.66 feet; thence South 84°35'13" West 336.80 feet; thence South 86°53'23" West 93.02 feet; thence South 23°00'00" West 133.13 feet; thence South 84°53'59" West 64.20 feet; thence South 38°57'49" West 224.48 feet; thence South 53°00'55" West 132.54 feet; thence South 59°29'17" West 332.50 feet; thence North 3°18'03" East 186.14 feet; thence North 27°36'55" East 122.97 feet; thence North 24°19'07" East 58.20 feet; thence along the arc of a 283.00 foot radius curve to the right 202.27 feet (chord bears South 69°05'00" West 197.99 feet); thence South 89°33'31" West 192.44 feet; thence North 0°26'32" West 15.25 feet; thence South 89°16'00" West 205.80 feet; thence South 63°16'00" West 108.27 feet; thence South 16°15'00" West 290.80 feet; thence South 60°28'00" West 158.20 feet; thence South 37°42'00" West 175.00 feet; thence South 62°45'00" West 281.00 feet; thence South 28°08'00" West 82.40 feet; thence South 30°02'00" West 109.00 feet; thence South 5°45'00" West 103.20 feet; thence South 5°52'00" East 50.10 feet; thence South 22°59'00" East 67.00 feet; thence South 12°57'00" West 54.00 feet; thence South 20°39'00" West 155.93 feet; thence West 41.14 feet; thence North 26°54'17" West 161.87 feet; thence North 28°32'50" East 10.24 feet; thence North 8°35'53" East 34.48 feet; thence North 2°16'42" West 16.89 feet; thence North 2°28'54" East 201.71 feet; thence North 10°16'43" East 49.87 feet; thence North 15°27'23" East 58.57 feet; thence North 22°57'09" East 50.77 feet; thence North 2°49'57" East 53.79 feet; thence North 10°53'11" East 33.68 feet; thence North 19°41'46" East 42.76 feet; thence North 23°13'23" East 42.33 feet; thence North 14°38'41" East 44.08 feet; thence North 8°08'45" West 66.59 feet; thence North 15°10'16" West 46.64 feet; thence North 21°12'39" West 85.31 feet; thence North 21°05'51" West 53.46 feet; thence North 19°3'12" West 49.35 feet; thence North 15°55'20" West 73.37 feet; thence North 10°00'12" West 53.07 feet; thence North 0°07'17" East 51.11 feet; thence North 4°31'44" East 49.18 feet; thence North 87°16'21" East 1.57 feet; thence North 7°12'20" East 93.83 feet; thence North 3°26'34" East 60.93 feet; thence along the arc of a 137.98 foot radius curve to the right 82.68 feet (chord bears North 20°36'36" East 81.45 feet); thence North 37°46'38" East 167.98 feet; thence North 87°23'05" West 17.54 feet; thence North 35°57'25" East 131.24 feet; thence North 29°09'25" East 232.88 feet; thence North 31°55'55" East 117.56 feet; thence North 4°02'35" West 178.20 feet; thence North 14°28'25" East 435.61 feet; thence North 88°17'08" East 128.54 feet; thence North 21°25'33" East 455.98 feet; thence North 88°12'22" East 1289.18 feet; thence along the arc of a 833.00 foot radius curve to the right 71.63 feet (chord bears North 24°53'41" East 71.61 feet; thence North 27°21'29" East 170.11 feet; thence along the arc of a 20.00 foot radius curve to the left 96.52 feet (chord bears North 14°23'14" West 26.63 feet); thence along the arc of a 156.00 foot radius

curve to the right 80.11 feet (chord bears North 39°35'08" West 88.86 feet); thence North 23°02'18" West 342.70 feet; thence North 14°29'11" East 91.94 feet; thence North 435.12 feet; thence North 13°24'09" East 402.81 feet; thence South 89°58'59" East 333.39 feet; thence South 32°40'33" East 164.17 feet; thence South 1°17'24" East 970.25 feet; thence South 20°04'08" West 555.68 feet; thence South 14°34'35" West 335.18 feet; thence North 88°12'24" East 294.03 feet to the point of beginning.

LESS AND ACCEPTING THE FOLLOWING DESCRIBED PARCEL:

Commencing at a point located North 354.16 feet and West 255.37 feet from the Northeast corner of Section 13, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 68°53'05" West 168.86 feet; thence along the arc of a 767.00 foot radius curve to the right 26.11 feet (chord bears North 26°22'58" East 26.11 feet); thence North 27°21'29" East 154.58 feet; thence along the arc of a 50.00 foot radius curve to the right 20.05 feet (chord bears North 38°50'53" East 19.92 feet); thence along the arc of a 60.00 foot radius curve to the left 139.51 feet (chord bears North 16°16'24" West 110.14 feet); thence along the arc of a 50.00 foot radius curve to the right 3.89 feet (chord bears North 80°39'29" West 3.88 feet); thence North 34°02'58" East 5.08 feet; thence North 38°26'32" East 163.44 feet; thence North 34°48'44" East 119.44 feet; thence North 21°57'56" East 55.75 feet; thence North 24°56'35" East 150.40 feet; thence North 51°19'30" East 20.65 feet; thence North 39°33'08" East 82.14 feet; thence South 1°12'57" East 136.80 feet; thence South 17°27'13" West 187.99 feet; thence South 13°35'43" West 264.65 feet; thence South 21°53'12" West 155.38 feet; thence South 24°26'55" West 132.66 feet to the point of beginning.

EXHIBIT B
(Legal Description of the Residential Property)

Lot 1, Phase IV, RIVERWOODS RESEARCH AND BUSINESS PARK, A PLANED UNIT DEVELOPMENT, Provo, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's office.

(Tax Parcel No. 51:198:00001)