

When Recorded Return to:

Heber City Business Park, LLC  
Attn: Ryan J. Dowdle  
1970 South Daniels Road  
Heber City, Utah 84032

Tax Parcel Numbers: 00-0021-7744  
00-0021-7743

UST 063017

SHARED MAINTENANCE AGREEMENT

This shared maintenance agreement ("**Agreement**") is made and entered into this \_\_\_\_\_ day of March, 2023 (the "**Effective Date**"), by and between HEBER CITY BUSINESS PARK, LLC, a Utah limited liability company ("**HCBP**") and SHADOW MOUNTAIN IV, Ltd. a Utah limited partnership ("**Shadow Mountain**"). HCBP and Shadow Mountain are each a "**Party**" to this Agreement and are referred to jointly as the "**Parties**."

RECITALS

- A. **WHEREAS**, HCBP is the owner of an improved commercial building lot located at 88 West Airport Road in Heber City, Utah more particularly described as Lot 1A, Heber City Storage Subdivision Amended according to the official plat thereof on file and of record in the Office of the Wasatch County Recorder, State of Utah ("**Lot 1A**");
- B. **WHEREAS**, Shadow Mountain is the owner of newly constructed commercial building located at 86 West Airport Road in Heber City, Utah more particularly described as Lot 1B, Heber City Storage Subdivision Amended according to the official plat thereof on file and of record in the office of the Wasatch County Recorder, State of Utah ("**Lot 1B**");
- C. **WHEREAS**, HCBP is presently constructing a commercial building on Lot 1A;
- D. **WHEREAS**, Lot 1A and Lot 1B (together, the "**Properties**") are adjacent and abutting parcels as shown on the plat map for the Heber City Storage Subdivision Amended a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof;
- E. **WHEREAS**, the Parties desire to share the maintenance obligations and costs for the "**Shared Maintenance Areas**". The Shared Maintenance Areas are set forth in "blue" on the Exhibit "B" attached hereto and by this reference made a part hereof; and
- F. **WHEREAS**, the owners of Lot 1A and Lot 1B are responsible for all other maintenance on their respective parcels unless otherwise stated in this Agreement.

## AGREEMENT

For good and valuable consideration, the sufficiency and receipt of which is acknowledged, the parties agree as follows:

1. Major Repairs. Major Repairs are any repairs costing more than \$1,000. No Major Repairs to the Shared Maintenance Areas may be commenced without the written consent of both Parties. All repairs must be conducted in a workmanlike manner. The party requesting a Major Repair (the "Requesting Party") is responsible to ensure that all repairs are conducted in a workmanlike manner.
  
2. Consent Procedure for Major Repairs. Either Party may request the other Party's consent to a Major Repair in the Shared Maintenance Areas by submitting the request in writing to the other party ("Receiving Party"). The request shall include an estimate of costs and a description of the proposed repairs. The Receiving Party will have ten (10) days after receipt of the written request to review the proposed Major Repair. Consent shall not be unreasonably withheld. If the Receiving Party fails to respond to the proposed Major Repair in writing to the Requesting Party within such ten (10) day period, the Receiving Party will be deemed to have given its consent to the Requesting Party's proposed Major Repairs.
  
3. Shared Maintenance Areas. The Parties agree to share equally in the cost of maintaining the Shared Maintenance Areas. Shared Maintenance Areas include:
  - a. Park Strip. Park Strip means the area of xeriscaping between the streets and the Parties respective parking areas as illustrated in Exhibit B. The Parties shall hire a mutually agreeable contractor to maintain the Park Strip in a trimmed and neat condition and free of debris. The planting of trees will not be permitted in the Park Strip.
  
  - b. Entrance/Exit and Asphalt. The Entrance/Exit and associated asphalt areas are generally described in Exhibit B. The parties shall be responsible for hiring a mutually agreeable contractor to maintain the Entrance/Exit and associated asphalt. The Entrance/Exit and associated asphalt areas will not be expanded or contracted without the written consent of the Parties.
    - i. Snow removal from the Entrance/Exit and related asphalt areas will be part of the shared expense of Snow Removal (as described below).
  
  - c. Snow Removal. The Parties shall contract with a mutually agreeable snow removal company to remove snow and ice from the driveways, parking lots and sidewalks in the Shared Maintenance Area ("Snow Removal"). The Parties will request that the snow removal company make all reasonable efforts to complete Snow Removal in the mornings before 8 a.m. and as needed during the day

thereafter. The Parties will share equally the cost of Snow Removal. Once the initial Snow Removal has been performed, the Parties will be solely responsible for additional snow and ice removal from any part of their property not covered by the Snow Removal contract.

- d. Trash. The Parties shall contract with a mutually agreeable trash removal company to keep a dumpster or dumpsters on Lot 1A at the location set forth on Exhibit "B" and arrange for the regular removal of trash from such dumpster(s) ("Trash Removal"). The Parties will make all reasonable efforts to provide for adequate space in the dumpster(s) and for adequate intervals of removal. The Parties will share equally in the cost of Trash Removal and for maintaining the dumpster pad area where the dumpster(s) is stored on Lot 1A.
  - e. Other Areas. The Parties will share equally the maintenance obligations for the monument sign located along the Airport Road frontage and the sidewalk between Lots 1A and 1B, as necessary.
4. Reconciliation of Shared Expenses. On or before the tenth of each month, either Party that paid for expenses in the Shared Maintenance Area must provide the other Party with a statement showing the actual expenses paid for under this Agreement for the previous calendar month ("Statement"). The Party owing the other must pay, within thirty (30) days of receipt of the Statement, the full amount of that statement. If either Party fails to make a timely payment, an interest rate of 10% per annum will be charged on the outstanding balance of the Statement. If either Party is more than sixty (60) days delinquent in paying the Statement, that Party will be in breach of this Agreement.
5. Maintenance Standard. The Parties shall use reasonable means to maintain the park strip, monument sign, curb cut on Airport Road, common drive lanes, parking areas, sidewalks and dumpster area. The frequency and type of maintenance will be commercially reasonable.
6. Mutual Indemnification. For purposes of this Section, "Claim" means any claims, demands, costs and expenses, including reasonable attorney fees for the defense thereof. The Parties agree to indemnify and hold each other harmless against all Claims arising from their own conduct, management of their business, use and occupancy of the Shared Maintenance Area, breach of any of the terms and conditions of this Agreement, or the negligence or willful misconduct of the respective Party, its agents, servants, contractors or employees.
- a. The owner of Lot 1B will not be responsible for any loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of the owner of Lot 1A, or any tenant or occupant of Lot 1A. In any action or proceeding brought against the owner of Lot 1B by reason of such claim, the owner of Lot 1A, upon written notice from the owner of Lot 1B,

covenants to defend such action or proceeding by counsel reasonably acceptable to the owner of Lot 1B and indemnify the owner of Lot 1B.

- b. The owner of Lot 1A will not be responsible for any loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of the owner of Lot 1B, or any tenant or occupant of Lot 1B. In any action or proceeding brought against the owner of Lot 1A by reason of such claim, the owner of Lot 1B, upon written notice from the owner of Lot 1A, covenants to defend such action or proceeding by counsel reasonably acceptable to the owner of Lot 1A and indemnify the owner Lot 1A.

7. Easements for Ingress/Egress and Utility Access.

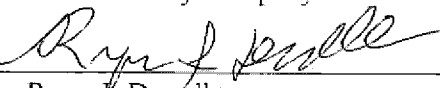
- a. Street access for Lot 1B to Airport Road is located at the Southwest corner of Lot 1A and the dumpster enclosure serving Lot 1B is located at the Northwest corner of Lot 1A both as shown on the attached Exhibit B. HCBP hereby grants and conveys to Shadow Mountain, its heirs, successors and assigns an easement for the benefit of Lot 1B over and across the existing driveways and sidewalks on Lot 1A for ingress and egress and access to the curb cut and Airport Road and an easement for the benefit of Lot 1B over and across the existing driveways and sidewalks located on Lot 1A to provide Shadow Mountain, its heirs, successors and assigns with access the dumpster enclosure at the Northwest corner of Lot 1A.
- b. Shadow Mountain hereby grants to HCBP, its heirs, successors and assigns an easement over and across Lot 1B as may be necessary to accommodate any *existing* utility lines that may be providing services to Lot 1A. HCBP hereby grants to Shadow Mountain, its heirs, successors and assigns an easement over and across Lot 1A to accommodate any *existing* utility lines that may be providing utility services to Lot 1B. Shadow Mountain and HCBP shall each be totally responsible for the maintenance and replacement of any and all utility lines serving their respective parcels including the repair of any and all damages to the neighboring parcels and the improvements thereon where such *existing* utilities may be located.
- c. Shadow Mountain and HCBP each hereby grant to the other and their heirs, successors and assigns easements over and across the driveways and sidewalks located within their portions of the Shared Maintenance Area for the circulation of vehicle and pedestrian traffic for the benefit of both Lots 1A and 1B.

8. Authority to Bind. The signers of this Agreement certify that they are representatives of the respective Parties authorized to bind the respective Party by signing this Agreement. The signers certify that they have obtained the proper votes of the governing body or ownership, if required.

9. Severability. If any part of this Agreement is found to be void or unenforceable by a court of law, it will be severed from this Agreement and will not affect the remaining provisions.
10. Number; Captions. As used herein, the singular shall include the plural and the plural the singular. If either of the Properties is owned by multiple parties, any reference to an "owner" of a property herein will apply to all owners of such property. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.
11. Agreement Runs with the Land. The obligations and easements contained within this Agreement are intended to run with this land and will be binding upon and inure to the benefit of all parties who acquire any interest in the Properties, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. This agreement will be recorded in the office of the Wasatch County Recorder. By acquiring any interest in either of the Properties, any such owner agrees to be bound by this Agreement.
12. Notice: Notices must be given in writing. Notice will be delivered by email to the email address or addresses provided by each Party or sent via first-class mail, postage prepaid, to the address of the registered agent as shown on the records of the Utah Division of Corporations and Commercial Code, or to any valid address provided to the other Party in writing from time to time. Each Party is responsible for keeping the other Party informed of the correct email address(es) for notice.
13. Dispute Resolution. Any dispute arising under this Agreement will first be submitted to mediation. The Parties will jointly appoint a mediator and share equally in the cost of mediation. If mediation fails, either Party may seek any legal or equitable remedy in the Fourth Judicial District Court, Wasatch County.

**IN WITNESS WHEREOF**, the undersigned Parties have executed this Agreement as of the Effective Date.

Heber City Business Park, LLC, a  
Utah limited liability company

By:   
Name: Ryan J. Dowdle  
Its: Member

Address for Notices:  
1970 South Daniels Road  
Heber City, Utah 84032

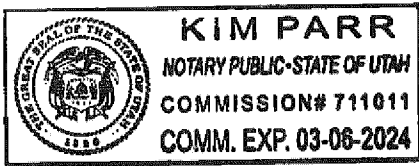
Shadow Mountain IV, Ltd, a  
Utah limited partnership

By: \_\_\_\_\_  
Name: Gary Lynn Petersen  
Its: General Partner

Address for Notices:  
207 Painted Hills Drive  
Ivins, Utah 84738

STATE OF UTAH     )  
                                  ) ss.  
County of Summit  
                                  16 KP

On this ~~22~~ 16 day of March, 2023, personally appeared before me RYAN J. DOWDLE, a signer of the foregoing instrument, who upon being by me duly sworn, did acknowledge that he executed the same in his capacity as a Member of Heber City Business Park, LLC, a Utah limited liability company and who further acknowledged that said limited liability company executed the same.



Kim Parr  
NOTARY PUBLIC

STATE OF UTAH     )  
                                  ) ss.  
County of \_\_\_\_\_)

On this \_\_\_ day of March, 2023, personally appeared before me GARY LYNN PETERSEN, a signer of the foregoing document, who upon being by me duly sworn, did acknowledge that he executed the same in his capacity as a General Partner of Shadow Mountain IV, Ltd., a Utah limited partnership and who further acknowledged that said limited partnership executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

Shadow Mountain IV, Ltd, a  
Utah limited partnership

By:   
Name: Gary Lynn Petersen  
Its: General Partner

Address for Notices:  
207 Painted Hills Drive  
Ivins, Utah 84738

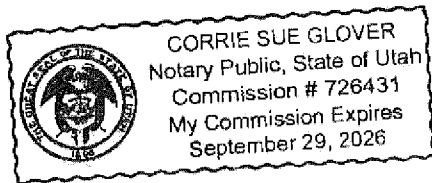
STATE OF UTAH     )  
                                  );ss.  
County of \_\_\_\_\_)

On this \_\_\_ day of March, 2023, personally appeared before me RYAN J. DOWDLE, a signer of the foregoing instrument, who upon being by me duly sworn, did acknowledge that he executed the same in his capacity as a Member of Heber City Business Park, LLC, a Utah limited liability company and who further acknowledged that said limited liability company executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH     )  
                                  );ss.  
County of Wasatch

On this 15 day of March, 2023, personally appeared before me GARY LYNN PETERSEN, a signer of the foregoing document, who upon being by me duly sworn, did acknowledge that he executed the same in his capacity as a General Partner of Shadow Mountain IV, Ltd., a Utah limited partnership and who further acknowledged that said limited partnership executed the same.

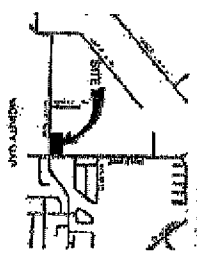
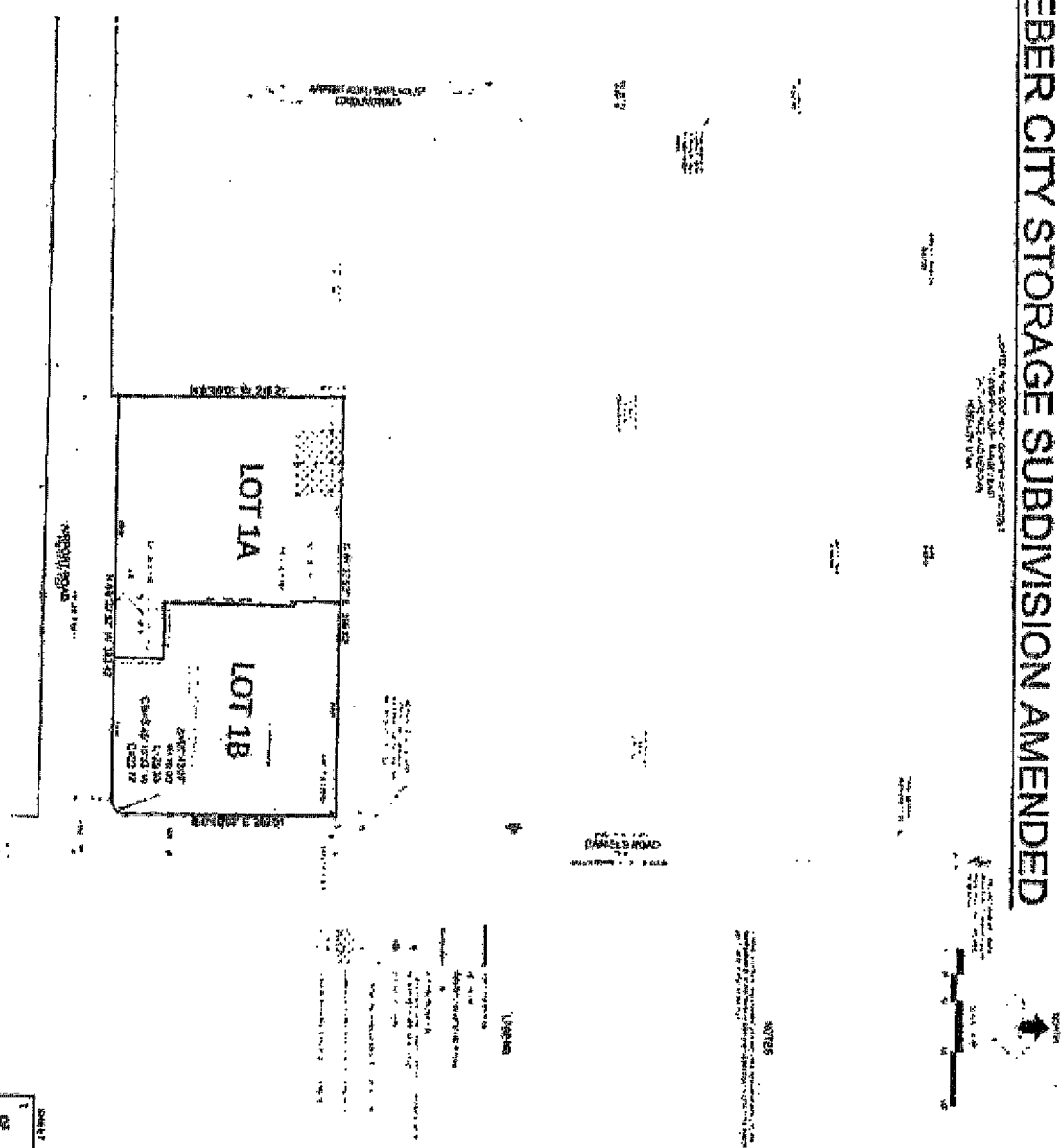


\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT "A"

HEBER CITY STORAGE SUBDIVISION AMENDED

HEBER CITY STORAGE SUBDIVISION AMENDED  
SUBDIVISION MAP  
HEBER CITY, UTAH



NOTES  
1. THE SUBDIVISION MAP IS SUBJECT TO THE APPROVAL OF THE UTAH DEPARTMENT OF HERITAGE AND ARTS.

HEBER CITY STORAGE SUBDIVISION AMENDED  
SUBDIVISION MAP  
HEBER CITY, UTAH



HEBER CITY STORAGE SUBDIVISION AMENDED  
SUBDIVISION MAP  
HEBER CITY, UTAH

<p>COURT RECORD NO. 2011-01-00101        COUNTY OF UTAH        OFFICE OF THE CLERK        SALT LAKE CITY, UTAH</p>	<p>ASSETS BANKING</p>	<p>PLANNING AND DESIGN</p>	<p>STY. ENGINEERS ASSOCIATE</p>	<p><b>McNEIL ENGINEERING</b></p>	<p>HEBER CITY STORAGE SUBDIVISION AMENDED        SUBDIVISION MAP        HEBER CITY, UTAH</p>
--	-----------------------	----------------------------	---------------------------------	----------------------------------	--



### Shared Maintenance Agreement EXHIBIT B

