

**SHARED USE AGREEMENT**  
**FOR STORM WATER DRAINAGE LINE**

This Shared Use Agreement (the "Agreement") is entered into with effective the 29 day of April, 2022 (the "Effective Date") between Ford Real Estate PC and Cody Hunter Black ("Ford/Black") and Mayfield PUD Homeowners Association, Inc. ("Mayfield"). Ford/Black and Mayfield are individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

WHEREAS, Ford/Black are the owners of certain real property located at approximately 2436 West 700 South, Pleasant Grove, Utah County, Utah identified as Parcel No. 13:062:0085 (the "Ford/Black Property");

WHEREAS, Mayfield is the owner of certain real property located immediately east of, and adjacent to, the Ford/Black Property, which includes but is not limited to, Parcel No. 46:820:0204 (the "Mayfield Property");

WHEREAS, there currently exists a storm water drainage line (the "Storm Line") installed on the Mayfield Property and continues across the Ford/Black Property;

WHEREAS, Ford/Black desires to use the Storm Line in conjunction with its development of the Ford/Black Property;

THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter contained, Ford/Black and Mayfield agree as follows:

**CONSIDERATION.** Ford/Black will pay for all costs associated with its connection to the Storm Line.

**EXPENSES SHARED.** The Parties agree to share the costs and expenses of maintaining the Storm Line, described as follows: Ford/Black agree to maintain and repair the portion of the Storm Line that is located on Ford/Black's property from the point which is the boundary between the Ford/Black Property and the Mayfield Property. Mayfield agrees to maintain and repair the portion of the Storm Line that is located on Mayfield's property up to the point which is the boundary between the Ford/Black Property and the Mayfield Property. The Parties agree that maintenance or repairs to the Storm Line within the boundaries of their respective properties will be made in that Party's sole discretion. To the extent the Storm Line requires system-wide maintenance or repair—as determined mutually by the Parties—the Parties agree to each pay one-half the amount of the invoiced cost unless the system-wide repair was caused by the intentional wrongful or negligent act of one of the Parties, in which case the at-fault Party will be solely responsible for the repair.

**DURATION OF SHARED USE RIGHTS.**

The Parties intend for this agreement to be appurtenant to and perpetually tied to their respective properties, and be binding upon their successors and assigns.

**DEFAULT, NOTICE AND CURE.** Except as otherwise stated in this Agreement, any Party claiming a default of any provision of this Agreement shall provide written notice to the defaulting Party, providing sufficient information to fully advise the defaulting Party of the nature and circumstances of the claimed default. The defaulting Party shall then have 30 days from said written notice to cure the claimed default.

**NOTICES.** Any notice shall be given in writing to the Party for whom it is intended in person or by registered mail at the following address, or such future address as may be designated in writing:

FORD/BLACK: 848 W 1350 S  
Lehi, UT 84043

MAYFIELD: 12371 S. 900 E. #200  
Draper, UT 84020

**MISCELLANEOUS.**

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah that are applicable to contracts entered into and to be performed within that State, without regard to rules relating to conflicts of law.

**Complete Agreement; Amendment.** This Agreement contains the complete agreement of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, representations and negotiations relating thereto. This Agreement may be modified only by written amendment, executed by both Parties.

**Recording of Agreement.** The Parties agree that the Agreement shall be recorded in the official records of Utah County, Utah, in order to give notice to interested parties and prospective future purchasers or lenders.

**Attorneys' Fees.** Each Party shall bear its own attorneys' fees incurred in connection with the transactions contemplated by this Agreement except that, if a breach of this Agreement by either Party occurs, in addition to any other remedy which may be available at law, in equity or hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in enforcing its rights hereunder or in recovering damages for the breach hereof, whether incurred before or after judgment.

**Advice of Counsel.** Each Party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation thereof. Counsel for Ford/Black in this case was the firm of Seiler, Anderson, Fife & Marshall, LC.

**Further Documentation.** Each Party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Option.

**Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

**FORD REAL ESTATE, PC**

**MAYFIELD PUD HOMEOWNERS ASSOCIATION, INC.**

*[Signature]*

*[Signature]*

BY: Daniel Ford Director

BY: MICHAEL KANE

**CODY HUNTER BLACK**

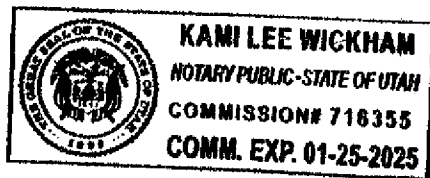
*[Signature]*

STATE OF UTAH )

: ss.

COUNTY OF UTAH )

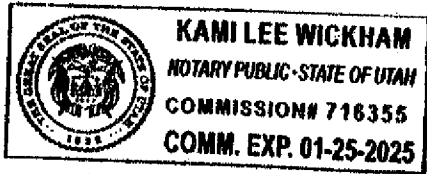
On the 5<sup>th</sup> day of May, 2022 day of ~~September~~, 2021, personally appeared before me, a Notary Public in and for the State of Utah, Dan Ford, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of Ford Real Estate, PC.



*[Signature]*  
NOTARY PUBLIC

STATE OF UTAH )  
: ss.  
COUNTY OF UTAH )

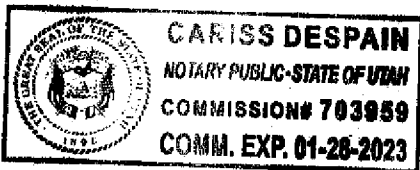
On the 5<sup>th</sup> day of May, 2022 day of ~~September~~, 2021, personally appeared before me, a Notary Public in and for the State of Utah, Cody Hunter Black, the signer of the above instrument, who duly acknowledged to me that he executed the same.



Karin D. Hedner  
NOTARY PUBLIC

STATE OF UTAH )  
: ss.  
COUNTY OF UTAH )

On the 29 day of April 29, 2022, personally appeared before me, a Notary Public in and for the State of Utah, Michael Kane, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of Mayfield Homeowners Association, Inc.



Cariss Despain  
NOTARY PUBLIC

## EXHIBIT A

## Property 1:

BEGINNING AT THE WEST ONE QUARTER SECTION CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 325.96 FEET, THENCE NORTH 00°42'29" WEST 208.61 FEET TO THE SOUTHERLY BOUNDARY OF THE LAND CONVEYED BY THAT CERTAIN WARRANTY DEED RECORDED MAY 22, 2017 AS ENTRY NO. 48926:2017 OF OFFICIAL RECORDS; THENCE FOLLOWING SAID ENTRY NO. 48926:2017 THE FOLLOWING SEVEN (7) COURSES:

- 1) THENCE NORTH 89°32'16" EAST 101.78 FEET TO A CORNER OF SAID ENTRY NO. 48926:2017;
- 2) THENCE SOUTH 75°42'28" EAST 9.82 FEET;
- 3) THENCE NORTH 89°32'16" EAST 19.46 FEET;
- 4) THENCE NORTH 73°54'31" EAST 23.92 FEET;
- 5) THENCE NORTH 89°32'16" EAST 21.50 FEET;
- 6) THENCE NORTH 00°27'44" WEST 24.06 FEET;
- 7) THENCE NORTH 89°32'16" EAST 20.00 FEET, MORE OR LESS TO A POINT BEING THE SOUTHWEST CORNER OF THAT LAND CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED MAY 31, 2017 AS ENTRY NO. 52684:2017 OF OFFICIAL RECORDS;

THENCE CONTINUING ALONG SAID BEARING ALONG THE SOUTHERLY LINE OF SAID ENTRY NO. 52684:2017: NORTH 89°32'16" EAST 24.00 FEET; THENCE NORTH 00°27'44" WEST 264.55 FEET; THENCE SOUTH 89°32'15" WEST 24 FEET, MORE OR LESS TO THE SAID ENTRY NO. 48926:2017; THENCE NORTH 00°27'44" WEST 47.13 FEET; THENCE SOUTH 89°08'31" EAST 280.49 FEET, MORE OR LESS TO THE WESTERLY BOUNDARY OF MAYFIELD PHASE 2 PUD; THENCE ALONG THE WESTERLY BOUNDARY LINE OF MAYFIELD PUD PHASES 1 AND 2: SOUTH 00°27'50" EAST (SOUTH 00°27'44" EAST PER SAID SUBDIVISION PLATS) 545.65 FEET; THENCE WEST 148.89 FEET TO THE POINT OF BEGINNING.

(For information purposes: known as Tax ID No. 13-062-0085)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Property 2**

The Property referred to in the foregoing document as Mayfield Phase 1, a planned unit development, is located in Utah County, Utah and is described more particularly as follows:

Beginning at a point on the Northerly Right-of-Way Line of Sam White Lane, said point being North 89°37'36" East 149.72 feet along the Section Line and South 00°27'44" East 0.26 feet (South 89°59'54" East 149.73 feet and North 00°27'44" West 0.73 feet record) from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian; and running

thence North 00°27'44" West 528.78 feet;

thence North 89°32'16" East 75.00 feet;

thence South 41°27'00" East 42.69 feet;

thence North 89°46'46" East 169.92 feet;

thence North 53°01'44" East 34.95 feet;

thence South 89°56'07" East 75.00 feet to the Westerly Boundary Line of Bella Monte

Condominiums Phase 6;

thence South 00°13'05" East 518.97 feet along the Westerly Boundary Line of said Bella Monte Condominiums Phase 6 and the Westerly Boundary Line of Bella Monte Condominiums Phase 1 to the Northerly Right-of-Way Line of Sam White Lane;

thence North 89°59'54" West 373.81 feet along the Northerly Right-of-Way Line of said Sam White Lane to the point of beginning.

**Contains 191,266 Square Feet or 4.391 Acres and 29 Lots and 10 Townhome Units**