

When recorded, return to:
Hansen Black Anderson Ashcraft PLLC
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AMENDED JOINT USE AND RECIPROCAL EASEMENT AGREEMENT

This Amended Joint Use and Reciprocal Easement Agreement (“**Agreement**”) is made by and between Summer Village Homeowners Association, Inc., a Utah nonprofit corporation (“**Summer Village**”) and River Heights Subdivision, LLC, a Utah limited liability company (“**River Heights**”), for itself, successors, assigns, and in its capacity as Declarant and developer for River Heights subdivision (the “**River Heights Subdivision**”), and for the benefit of the future owners of lots in the River Heights Subdivision.

RECITALS

A. Summer Village administers and manages the Summer Village Condominiums which is governed by a declaration of condominiums recorded as Entry No. 144974:2004 in the Utah County Recorder’s Office (“**Summer Village Declaration**”). The legal description of the real property subject to the Summer Village Declaration is attached hereto as Exhibit A.

B. Summer Village owners own undivided interests in the water utility installations, storm drain installations, sewer installations, common areas and roadways located within the Summer Village Condominiums.

C. River Heights Subdivision is a subdivision to be constructed adjacent to and immediately North of Summer Village Condominiums. The legal description of the River Heights Subdivision is attached hereto as Exhibit B.

D. River Heights desires to connect certain water, sewer, and storm drain utilities needed for the River Heights Subdivision to those existing utility lines located in Summer Village. The parties also desire to connect their private roadways and grant reciprocal easements to each party as set forth herein.

E. Under Article III, Section 16(b) of the Summer Village Declaration, Summer Village deems the non-exclusive easements granted herein to be useful for the proper maintenance, operation, and regulation of the Summer Village Condominiums.

F. This Agreement grants reciprocal easements to the parties for (i) the installation of and access to roadways, (ii) the installation of and access to utility installations, (iii) the installation of and access to parking areas, and (iv) access to parks and common areas in Summer Village Condominiums and River Heights Subdivision, respectively.

AGREEMENT

In consideration of the foregoing and the mutual covenants of the parties contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Utility Easements. Each party grants to the other party for the benefit of such other party’s owners, members, employees, agents, contractors, invitees, guests, successors and assigns a perpetual, non-exclusive easement for ingress and egress over their common areas for the purpose of installing, maintaining, repairing, replacing, or otherwise accessing utility installations for culinary water,

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irrigation water, sewer, and storm drain (the "Utilities"). Each party grants to the other party for the benefit of such other party's owners, members, employees, agents, contractors, invitees, guests, successors and assigns a perpetual, non-exclusive easement to connect to and use water, sewer, and storm drain utility lines, pipes, conduit, and facilities in connection with the Utilities.

1.1. Utility Access. Notwithstanding anything to the contrary in paragraph 1 above, all construction and maintenance vehicle access to the storm drain/treatment box shall be from the north across River Heights property as outlined in Exhibit C in order to prevent damage to Summer Village driveways and walkways..

2. Roadway Easement. Each party grants to the other party for the benefit of such other party's owners, members, employees, agents, contractors, assigns, guests and invitees a perpetual, nonexclusive easement over their respective roadways and walkways for purposes of pedestrian and vehicular access to, ingress, and egress from their respective properties.

3. Common Area and Pedestrian Easement. Each party grants to the other party for the benefit of such other party's owners, members, employees, agents, contractors, assigns, guests and invitees a perpetual, nonexclusive easement over their respective parks and common areas for purposes of pedestrian access to, ingress, and egress from their respective properties and for the use and enjoyment of the parks and common areas.

4. Parking Easement. Each party grants to the other party for the benefit of such other party's owners, members, employees, agents, contractors, assigns, guests and invitees a perpetual, nonexclusive easement over their respective roadways and parking areas for purposes of parking operable and registered vehicles only. In further consideration of this Agreement, River Heights agrees to construct additional parking areas reasonably accessible to Summer Village in the location set forth on the site plan attached hereto as Exhibit D ("**Additional Parking Areas**"). Each party may establish from time to time reasonable rules and regulations regarding their respective parking areas (e.g., no parking of boats, RVs, trailers, unregistered or inoperable vehicles), provided, however, that each party provides a minimum of 30 day's written notice to the other party regarding the implementation of such rules for its respective parking areas (e.g., no parking of boats, RVs, trailers, unregistered or inoperable vehicles). As additional notice of the nonexclusive cross parking easement granted to Summer Village hereunder, the covenants, conditions and restrictions ("**CC&Rs**") for the River Heights subdivision will specifically state that such easement has been granted to Summer Village. Additionally, River Heights shall install a sign in the Additional Parking Areas that indicates that parking in such area is for the benefit of residents of both River Heights and Summer Village.

4.1. Removal of Barricade. Contemporaneous with the full execution of this Agreement, River Heights agrees to remove the barricade within five business days to allow Summer Village residents to utilize the road and parking area. Agreed upon signage will also be installed allowing access to both Summer Village and River Heights Homeowners Associations.

5. Installation of Grass Pave System and Sod Credit. As additional consideration for this Agreement, River Heights agrees to install the grass pave product utilizing sod on the access easement portion specifically shown in Exhibit C ("**Easement Portion**"). To facilitate said installation, contemporaneously with the execution of this Agreement, River Heights will install on the Easement Portion compacted gravel to accommodate the H2O loading (as required by the City of Saratoga Springs with two sleeves located in the compacted gravel base to provide Summer Village future access for their irrigation system. Upon commencing landscaping, Summer Village will provide River Heights a 30-day notice to install the grass pave product, including the placement and compaction of a sand/gravel base course; application of a hydro-grow-mixture; installation of an embedded sod base structure; placement of

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concrete sand; installation of sod followed by rolling the sod with a heavy roller. River Heights also agrees to provide Summer Village a cash payment in the amount of \$1,100.00 towards a sod credit.

6. Utility Connections. Utilities will be connected to Summer Village’s side of the meter and billed separately on a monthly basis by the City of Saratoga Springs (collectively referred to as the “Utility Connections”).

6.1. Culinary Water, Irrigation Water, Sewer and Storm Drain. The parties acknowledge that Utilities for single family residences located in River Heights will be separately metered and billed by the City of Saratoga Springs. River Heights, at its sole expense, shall install separate city-approved meters to measure the culinary and irrigation water by all townhomes in River Heights.

6.2. Street Lights. Each subdivision will be responsible for the payment of electricity for the streetlights located in its respective subdivision.

7. Maintenance Obligations. Each party will have separate and individual obligations to maintain the roadway and walkway areas and utility lines located on their respective properties. The maintenance responsibilities in this Section require each party to maintain the improvements in good condition and repair. Such maintenance shall include by way of illustration: patching or filling damage to pavement or concrete; resurfacing and resealing asphalt; clearing debris; snow removal; removal of any obstructions; etc. However, River Heights shall pay for all costs associated with the initial connection to Summer Village’s utilities and roadways.

7.1. Repair and Maintenance of Utility Lines. For repairs to and maintenance of the Summer Village main utility line for sewer, the parties agree to split such costs equally between Summer Village and River Heights. River Heights, LLC (and the River Heights HOA thereafter), shall have sole responsibility for the associated costs to maintain and clean the storm drain and treatment boxes located within River Heights’ subdivision, including the pipe and treatment box located on the Easement Portion of Summer Village’s property. The obligations in this Section 7.1 shall not apply to secondary utility lines.

8. Connection to Utilities. River Heights shall connect to the existing utility lines located in Summer Village at its own cost. River Heights shall do so in a way to minimize utility service interruptions. River Heights shall also repair and restore any damage caused while excavating and constructing the utility and roadway connections. Such repair and restoration shall also include cleaning the streets and common areas where dirt and mud are tracked and deposited.

9. Rules and Regulations. The easements granted herein are subject to any rules or regulations created by Summer Village and the River Heights homeowners association for their respective members. Such rules and regulations shall be equally applicable to the owners within both homeowners associations. For the avoidance of doubt, any rule or regulation created by one subdivision that targets, discriminates against, or adversely affects the owners and occupants of the other subdivision without a corresponding burden on its own owners and occupants shall not be enforceable against the other subdivision.

10. Amendment. No modification, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement signed and acknowledged by all parties or their respective successors or assigns and recorded in the Utah County Recorder’s Office, Utah; *provided, however,* that after the final subdivision map(s) have been recorded on the entire River Heights Subdivision, all River Heights lots have sold to third parties or the turnover date shall have occurred

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under the declaration governing River Heights Subdivision, and the provisions of Section 18 herein, then River Heights will cease to be a party to this Agreement and will thereafter no longer be required to sign any amendment to this Agreement, . River Heights Subdivision will continue to be bound by this Agreement.

11. Notices. All notices, demands, and other communications provided for hereunder shall be in writing and mailed (by certified mail or overnight delivery), faxed, sent by email, or delivered to the respective party's last known address and addressed to an executive officer of the other party. Notices shall be effective the earlier of (i) confirmed delivery, or (ii) two days after such notice is sent.

12. Binding Obligations. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors and assigns.

13. Entire Agreement. This Agreement (together with Exhibits) constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement.

14. Condemnation. If the amenities, common areas, or any portion thereof is taken by power of eminent domain, or is conveyed under threat of condemnation, each party's obligations hereunder shall be abated to the extent of the taking.

15. No Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or waiver of such provision itself. For this avoidance of doubt, each party retains the right to at any time enforce the rules and regulations concerning the roadways and parking areas subject to this Agreement.

16. Attorneys' Fees. Contemporaneous with full execution of this Agreement, River Heights agrees to reimburse Summer Village's attorney fees incurred in connection with this matter in the amount of \$6,500.00, which includes the following invoices and such other fees not to exceed \$6,500.00: SEB Legal invoice #s 1311, 983, 1964, 719 totaling \$1125.16 and Morris Sperry invoice #s 2603 and 2757 totaling \$5054.50.

16.1. Future Attorney's Fees. If a suit, action or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to enforce any rights hereunder, the prevailing party shall be entitled to recover its attorneys' fees and expenses and all other fees and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

17. Remedies. If either party fails to perform any obligation under this Agreement, the other party shall be entitled to require specific performance of such obligation, to obtain appropriate injunctive relief (without the necessity of showing inadequate remedies at law), to cure the default of such obligation and recover the costs thereof from the party breaching such obligation, or to pursue any other remedy available at law or equity. The remedies authorized throughout this Agreement are not mutually exclusive and may be maintained independently of each other.

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18. Assignment to River Heights Homeowners Association. The rights and obligations of River Heights described herein shall automatically be assigned to and assumed by the homeowners' association for the River Heights subdivision. River Heights, LLC, shall remain a party to this Agreement until Summer Village receives a written and fully executed assumption of obligations from the River Heights HOA in conjunction with the assignment.

[signatures on following page]

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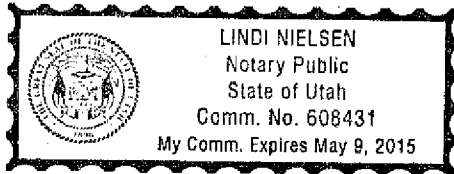
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

SUMMER VILLAGE HOMEOWNERS ASSOCIATION

Katherine Cheney
By: Katherine Cheney
Its: President

STATE OF UTAH)
County of Utah :SS

This instrument was acknowledged before me on 02/07, ^{SDR}~~2014~~²⁰¹⁵ by Katherine Cheney as president and authorized agent of Summer Village Homeowners Association, who did swear that this act was authorized by the Association.



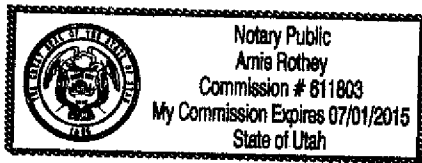
[Signature]
Notary Public

RIVER HEIGHTS SUBDIVISION, LLC

[Signature]
Printed Name: Shon Rindlisbacher
Its: Managing Member

STATE OF UTAH)
County of Salt Lake :SS

This instrument was acknowledged before me on Feb 9th, ^{SDR}~~2014~~²⁰¹⁵ by Shon Rindlisbacher as authorized agent of River Heights Subdivision, LLC, who did swear that this act was authorized and performed on behalf of the company and as Declarant of River Heights Subdivision.



[Signature]
Notary Public

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Exhibit A

Legal Description Summer Village

SUMMER VILLAGE – PHASE 1 BOUNDARY DESCRIPTION:

BEGINNING AT A POINT THAT IS NORTH 89°51'52" EAST ALONG THE SECTION LINE 1537.94 FEET AND SOUTH 883.79 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANG 1 WEST; SALT LAKE BASE & MERIDIAN;

THENCE EAST 134.03 FEET; THENCE NORTH 02°08'07" WEST 151.94 FEET; THENCE NORTH 87°51'53" EAST 155.15 FEET; THENCE NORTH 00°28'00" WEST 29.24 FEET; THENCE NORTH 89°28'00" EAST 50.00 FEET; THENCE SOUTH 00°28'00" EAST 348.84 FEET; THENCE SOUTH 89°28'02" WEST 336.02 FEET; THENCE NORTH 164.63 FEET TO THE POINT OF BEGINNING.

AREA CONTAINED: 2.0133 ACRES (14 BUILDING LOTS)

SUMMER VILLAGE – PHASE 2 BOUNDARY DESCRIPTION:

BEGINNING AT A POINT THAT IS NORTH 89°51'52" EAST ALONG THE SECTION LINE 1404.97 FEET AND SOUTH 691.67 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST; SALT LAKE BASE & MERIDIAN;

THENCE SOUTH 89°02'37" EAST, A DISTANCE OF 56.00 FEET; THENCE NORTH 87°51'53" EAST, A DISTANCE OF 259.74 FEET; THENCE SOUTH 02°08'07" EAST, A DISTANCE OF 46.66 FEET; THENCE SOUTH 87°51'53" WEST, A DISTANCE OF 56.00 FEET; THENCE SOUTH 02°08'07" EAST, A DISTANCE OF 151.94 FEET; THENCE WEST, A DISTANCE OF 134.02 FEET; THENCE SOUTH, A DISTANCE OF 164.63 FEET; THENCE SOUTH 89°28'02" WEST, A DISTANCE OF 228.98 FEET; THENCE NORTH 00°57'23" EAST, A DISTANCE OF 303.17 FEET; THENCE SOUTH 89°02'37" EAST, A DISTANCE OF 90.00 FEET; THENCE NORTH 00°57'23" EAST, A DISTANCE OF 56.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 103,917 SQUARE FEET OR 2.3856 ACRES, MORE OR LESS. (26 BUILDING UNITS)

SUMMER VILLAGE – PHASE 3 BOUNDARY DESCRIPTION:

BEGINNING AT A POINT THAT IS NORTH 89°51'52" EAST ALONG THE SECTION LINE 1318.58 FEET AND SOUTH 474.300 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST; SALT LAKE BASE & MERIDIAN;

THENCE NORTH 87°26'32" EAST 483.91 FEET; THENCE SOUTH 02°08'07" EAST 243.98 FEET; THENCE NORTH 89°25'56" EAST 10.00 FEET; THENCE SOUTH 00°28'00" EAST 29.24 FEET; THENCE SOUTH 87°51'53" WEST 99.15 FEET; THENCE NORTH 02°08'07" WEST 56.95 FEET; THENCE NORTH 89°02'37" WEST 90.00 FEET; THENCE NORTH 00°57'23" EAST 272.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 119,270 SQUARE FEET OR 2.7381 ACRES, MORE OR LESS (36 BUILDING LOTS)

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Exhibit B

Legal Description River Heights

RIVER HEIGHTS – PLAT “A” BOUNDARY DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 14, AND THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°51'52" WEST ALONG THE SECTION LINE 988.79 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 00°02'08" EAST 152.29 FEET; THENCE SOUTH 89°51'52" WEST 320.72 FEET; THENCE ALONG THE ARC OF A 228.00-FOOT RADIUS CURVE TO THE RIGHT 18.68 FEET (CHORD BEARS N 87°41'20" W 18.67 FEET); THENCE NORTH 67°49'00" WEST 12.03 FEET TO A POINT ON THE EASTERLY BOUNDARY OF GABLES AT SARATOGA SPRINGS PUD PHASE 2A SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE NORTH 00°35'11" EAST ALONG SAID GABLES AT SARATOGA SPRINGS PUD PHASE 2A SUBDIVISION 530.72 FEET; THENCE NORTH 86°32'32" EAST 184.27 FEET; THENCE SOUTH 03°27'28" EAST 97.00 FEET; THENCE NORTH 86°32'32" EAST 50.00 FEET; THENCE SOUTH 03°27'28" EAST 46.00 FEET; THENCE SOUTH 86°32'32" WEST 15.66 FEET; THENCE SOUTH 00°42'57" WEST 89.99' FEET; THENCE NORTH 88°18'33" EAST 119.23 FEET; THENCE SOUTH 00°02'08" EAST 167.47 FEET TO THE POINT OF BEGINNING.

AREA = 3.6467 ACRES (LOTS = 16)

RIVER HEIGHTS – PLAT “B” BOUNDARY DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°51'52" WEST ALONG THE SECTION LINE 763.28 FEET AND SOUTH 96.68 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 00°02'08" EAST 350.38 FEET; THENCE SOUTH 85°48'07" WEST 95.87 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SUMMER VILLAGE CONDOS PHASE 3 SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE SOUTH 87°26'32" WEST ALONG SAID SUMMER VILLAGE CONDOS PHASE 3 PLAT 484.83 FEET TO A POINT ON THE EASTERLY BOUNDARY OR GABLES AT SARATOGA SPRINGS PUD PHASE 1 SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID GABLES AT SARATOGA SPRINGS PUD PHASE 1 SUBDIVISION THE FOLLOWING TWO (2) COURSES: NORTH 00°52'43" EAST 88.87 FEET AND NORTH 00°35'11 EAST 239.14 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF PLAT "A", RIVER HEIGHTS SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID PLAT "A", RIVER HEIGHTS SUBDIVISION THE FOLLOWING FOUR (4) COURSES: SOUTH 67°49'00" EAST 12.03 FEET, ALONG THE ARC OF A 228.00-FOOT RADIUS CURVE TO THE LEFT 18.68 FEET (CHORD BEARS S 87°41'20" E 18.67 FEET), NORTH 89°57'52" EAST 320.72 FEET,

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AND NORTH 00°02'08" WEST 56.00 FEET; THENCE NORTH 89°57'52" EAST 225.45 TO THE POINT OF BEGINNING. AREA: 4.3980 ACRES (UNITS = 37)

RIVER HEIGHTS – PLAT “C” BOUNDARY DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 14, AND THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

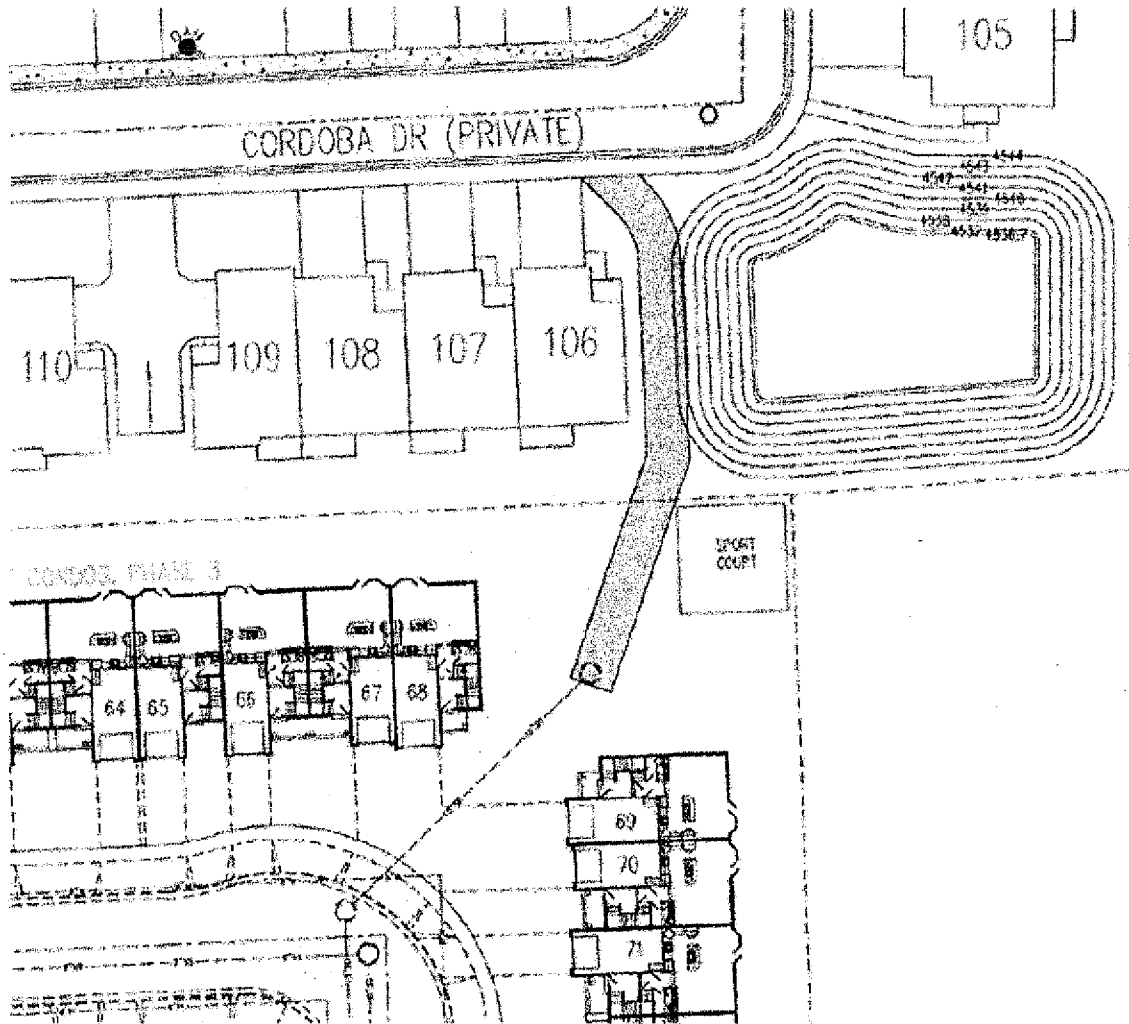
BEGINNING AT A POINT LOCATED SOUTH 89°51'52" WEST ALONG THE SECTION LINE 763.34 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 00°02'08" EAST 96.68 FEET; THENCE SOUTH 89°57'52" WEST ALONG RIVER HEIGHTS PLAT 'B' BOUNDARY LINE 225.45 FEET; THENCE NORTH 00°02'08" WEST ALONG RIVER HEIGHTS PLAT 'A' BOUNDARY LINE 263.76 FEET; THENCE SOUTH 88°18'33" WEST ALONG RIVER HEIGHTS PLAT 'A' BOUNDARY LINE 119.23 FEET; THENCE NORTH 00°42'57" EAST ALONG RIVER HEIGHTS PLAT 'A' BOUNDARY LINE 89.98 FEET; THENCE NORTH 86°32'32" EAST ALONG RIVER HEIGHTS PLAT 'A' BOUNDARY LINE 15.66 FEET; THENCE NORTH 03°27'28" WEST ALONG RIVER HEIGHTS PLAT 'A' BOUNDARY LINE 46.00 FEET; THENCE SOUTH 86°32'32" WEST ALONG RIVER HEIGHTS PLAT 'A' BOUNDARY LINE 50.00 FEET; THENCE NORTH 03°27'28" WEST ALONG RIVER HEIGHTS PLAT 'A' BOUNDARY LINE 97.00 FEET; THENCE NORTH 86°32'32" EAST 354.87 FEET; THENCE SOUTH 00°02'08" EAST 105.36 FEET; THENCE NORTH 89°57'52" EAST 32.02 FEET; THENCE SOUTH 00°02'08" EAST 310.14 FEET TO THE POINT OF BEGINNING

AREA = 3.2596 ACRES (LOTS = 17)

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Exhibit C

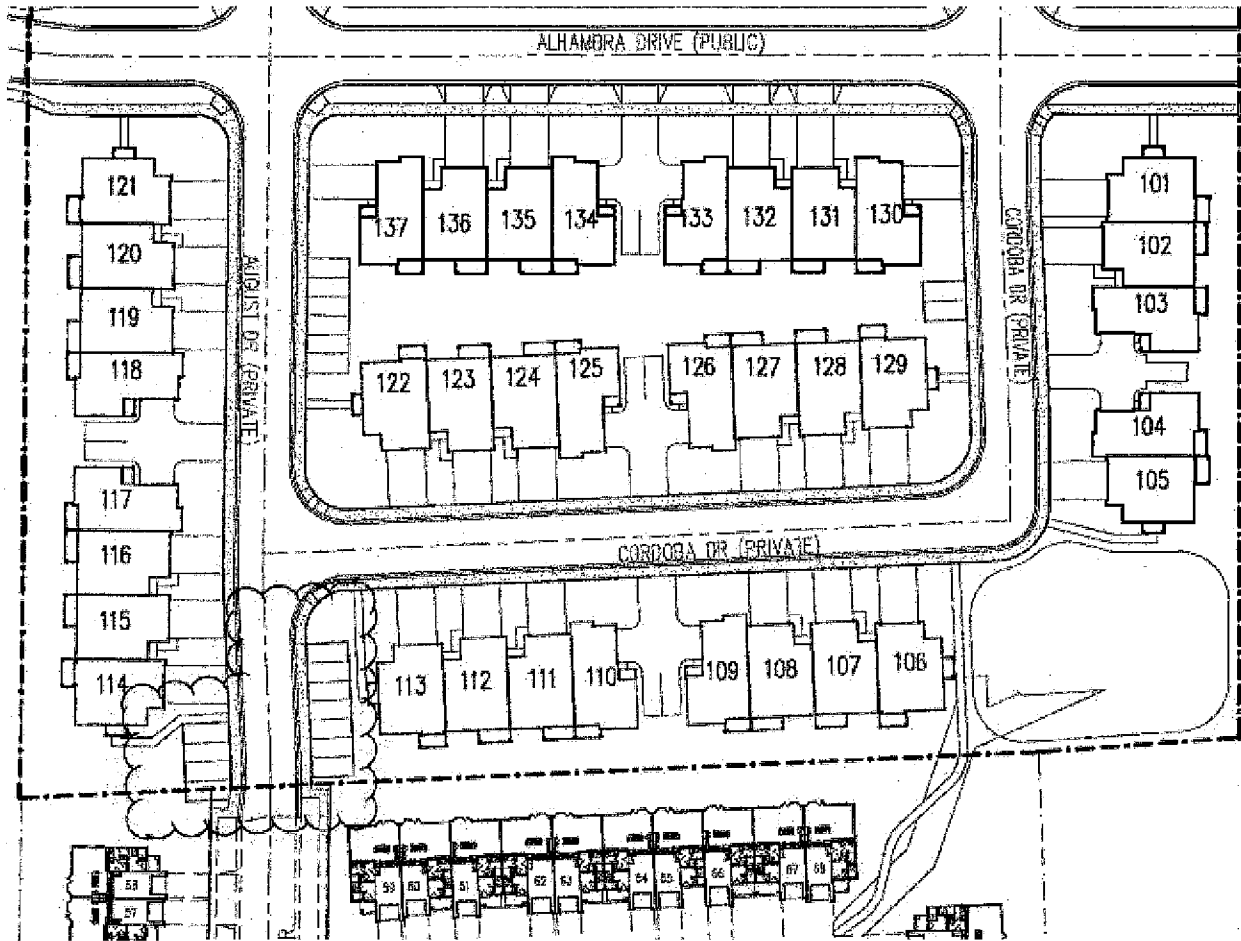
Site Plan - Easement Portion



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Exhibit D

Additional Parking Areas



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