

Return Recorded Document to:

Fieldstone Arrowhead Cottages, LLC  
12896 S. Pony Express Road, Suite 400  
Draper, Utah 84020

ENT 161662 : 2020 PG 1 of 17  
**Jeffery Smith**  
**Utah County Recorder**  
2020 Oct 16 01:27 PM FEE 120.00 BY SM  
RECORDED FOR Utah First Title Insurance Agency  
ELECTRONICALLY RECORDED

Tax Parcel Nos. **See Exhibit C**

## **RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT**

THIS RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") is executed by and among Richmond American Homes of Utah, Inc., a Colorado corporation ("Parcel 1 Owner"), Fieldstone Arrowhead Cottages, LLC, a Utah limited liability company ("Parcel 2 Owner"), Villages at Arrowhead Park Urban Home Owners Association ("Parcel 1 HOA"), and Arrowhead Cottages Home Owners Association ("Parcel 2 HOA") to be effective on the date when signed by all Parties, as evidenced on the signature pages ("Effective Date"). Parcel 1 Owner and Parcel 2 Owner shall sometimes hereinafter be referred to individually as a "Party" and collectively as the "Parties."

### **RECITALS**

A. Parcel 1 Owner and the Parcel 1 HOA are the owners of certain real property located in Utah County, State of Utah, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Parcel 1 Property").

B. Parcel 2 Owner and the Parcel 2 HOA are the owners of certain real property located immediately adjacent to the Parcel 1 Property, in Utah County, State of Utah, which property is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Parcel 2 Property"). The Parcel 1 Property and the Parcel 2 Property shall sometimes hereinafter be referred to individually as a "Property" and collectively as the "Properties."

C. The Properties are both located in the Villages at Arrowhead Park planned unit development project and are subject to the covenants, conditions, and restrictions set forth in the Declaration of Covenants, Easements, Conditions, and Restrictions for the Villages at Arrowhead Park (the "Master Declaration"), which was recorded in the office of the Utah County Recorder of the State of Utah on January 14, 2019, as Entry No. 3493:2019 by Arrowhead Partners, LLC ("Master Declarant"). The Properties are further governed by a "Neighborhood Declaration" and a "Neighborhood Association" or "Sub-Association."

D. The Properties will be separated by a private road that Master Declarant will build within the Properties called 1280 East Street or Oak Lane (the portion of such road separating the Properties being referred to herein as "1280 East"). After Master Declarant has finished building 1280 East, The Sub-Association for the Parcel 1 Property, the Parcel 1 HOA, will be responsible for maintaining 1280 East. The Sub-Association HOA for the Parcel 2 Property, the Parcel 2 HOA, will bear 50% of the costs incurred by the Parcel 1 HOA in maintaining 1280 East.

E. The Parties desire to establish certain non-exclusive easements for the mutual and reciprocal benefit of the Properties and the present and future owners, tenants, occupants, and invitees thereof.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the above premises and of the covenants herein contained, the Parties covenant and agree that the Properties and all present and future owners, tenants, occupants, and invitees of the Properties shall be and hereby are subject to the terms, easements, covenants, conditions, and restrictions as follows:

1. **RECITALS.** The foregoing recitals and the terms defined therein are incorporated into this Agreement by this reference.

2. **DEFINITIONS.** For purposes hereof:

2.1. The term “Owner” or “Owners” shall mean Parcel 1 Owner, Parcel 2 Owner, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Properties, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, including the Parcel 1 HOA and the Parcel 2 HOA with respect to any portions of the Properties owned by such entities, but not including the holder of any lien or encumbrance on such Properties or any portion thereof.

2.2. The term “Permittees” shall mean the tenants or occupants of the Properties, and the respective employees, agents, contractors, invitees, and licensees of: (a) the Owners of the Properties, and/or (b) such tenants or occupants.

3. **EASEMENTS.**

3.1. **Grant of Reciprocal Easements.** Subject to any express conditions, limitations, or reservations contained herein, each Owner hereby grants, establishes, covenants, and agrees that the Properties, and all Owners and Permittees of the Properties, shall be benefited and burdened by the following nonexclusive, perpetual, and reciprocal easements (collectively, the “Easements”) which are hereby imposed upon the Properties and all present and future Owners and Permittees of the Properties:

(a) Easements (the “Access Easements”) for reasonable access, ingress, and egress to, from, upon, over, and across all of the roads and vehicular passageways, driving lanes, and sidewalks and other pedestrian pathways (collectively, the “Access Ways”) now and from time to time existing on the Properties for the purpose of vehicular and pedestrian access, ingress, and egress between all portions of the Properties, and to and from all abutting streets or rights of way furnishing access to the Properties—including, but not limited to, 1280 East—for the use and benefit of the Owners and the Permittees. The Access Ways will not include the driveways attached to, or associated with, any of the residential structures within the Properties. No person shall be permitted to construct or maintain any building or structure on the Access Ways, which would materially limit or otherwise interfere with the traversing of vehicular and/or pedestrian traffic within the Properties upon the Access Ways.

(b) Easements (the "Parking Easements") for reasonable access to and use of all of the designated parking spaces now or from time to time located on the Properties (the "Parking Spaces") for the express purpose of parking motor vehicles by the Owners and the Permittees. The Parking Spaces will not include the driveways attached to, or associated with, any of the residential structures within the Properties. These Parking Easements shall not prohibit the right of the Owners to reconfigure or construct new parking areas or Access Ways, or to construct and maintain, within the area affected by these easements, traffic and parking control islands and other such facilities, on their respective portion of the Properties, so long as any such action does not unreasonably prevent the passage by motor vehicles and service and delivery vehicles between each of the Properties, and to the public roads or rights of way, as appropriate. No person shall be permitted to construct or maintain any building or structure on the Parking Spaces, which would materially limit or otherwise interfere with the use of such Parking Spaces. The Parties intend that each Owner shall have full credit of all Parking Spaces for purposes of satisfying any governmental parking requirements pertaining to any of the Properties.

(c) Easements (the "Landscape Easements") for the use and enjoyment of the landscaped areas owned or maintained by the Parcel 1 HOA or the Parcel 2 HOA now and from time to time existing on the Properties (the "Landscaped Areas"), which Landscaped Areas consist of both existing and new vegetation (including, but not limited to, grass, trees, and other plants) on the Properties. The Landscaped Areas will not include the yard areas within the lots on either of the Properties unless such yard areas are shown as "common areas" or "limited common areas" on the applicable subdivision plat. In no event shall the Landscaped Areas be reconfigured, redesigned, or altered in a manner that unreasonably prevents or impacts the passage by pedestrians and/or motor vehicles and service and delivery vehicles (to the extent motor vehicles are permitted on the Landscaped Areas) between each of the Properties, and to the public roads and rights of way, as appropriate. No person shall be permitted to construct or maintain any building on or within the Landscaped Areas, which would materially limit or otherwise interfere with the use and enjoyment of such Landscaped Areas.

(d) Easements (the "Utility Easements") for the installation, operation, use, maintenance, repair, replacement, and renewal of any and all utility lines and related facilities, including, but not limited to, storm water, relating to the Properties (the "Utility Lines"), wherever said utility lines and related facilities now or in the future may be located; provided, however, that the rights associated with the Utility Easements shall be exercised exclusively by the Parcel 1 Owner, Parcel 2 Owner, the Parcel 1 HOA, or the Parcel 2 HOA. No individual Owner of lots within the Properties, other than the Parcel 1 Owner or Parcel 2 Owner shall have any rights under the Utility Easements. The Utility Easements shall not prohibit the right of the Owners to reconfigure, maintain, or construct the Access Ways, Parking Spaces, and Landscaped Areas located on or within the Utility Easements, so long as any such action does not unreasonably prevent customary access and use of the Utility Easements between each of the Parties nor reduce Parking Spaces below any governmental parking requirements pertaining to any of the Properties. Each Party further agrees that it will take no action that would materially impede customary access to and use of the Utility Easements, except for temporary disruptions for repairs, replacements, casualty, and other causes beyond

their respective control. Such repairs or replacements shall be done in a manner which attempts to minimize, to the extent reasonably possible, the interference with the customary access to and use of such Utility Easements.

3.2. Interference; Safety. Each Owner covenants and agrees that the rights granted pursuant to the various Easements set forth in Section 3.1 shall at all times be exercised in such a manner as not to unreasonably interfere with the normal operation of the Properties. Each Owner retains the right to impose reasonable safety restrictions on the use of areas affected by the Easements, including, but not limited to, the Access Ways, the Parking Spaces, and the Landscaped Areas.

3.3. Indemnification. Each Owner having rights with respect to the Easements granted in this Agreement (each, an "Indemnifying Owner") shall indemnify and hold other Owners whose particular Property is subject to the Easements (each, an "Indemnified Owner") and each of such Indemnified Owner's Permittees harmless from and against all claims, liabilities, damages, penalties, costs, demands, and expenses (including reasonable attorneys' fees and legal costs) relating to the breach of this Agreement or to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional, or willful acts or omissions of such Indemnifying Owner, its contractors, employees, agents, or others acting on behalf of such Indemnifying Owner.

3.4. Reasonable Use of Easements.

(a) The Easements granted herein shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with the residential use of the Properties. Furthermore, the Parties acknowledge and agree that the Properties may be subject to additional reciprocal easement and/or cross access easement agreements binding upon the Properties and upon adjacent properties (the "Additional Reciprocal Easements"), and the Parties hereby agree that to fully comply with the terms and covenants of such Additional Reciprocal Easements.

(b) Only the Parcel 1 Owner, Parcel 2 Owner, Parcel 1 HOA, or Parcel 2 HOA may exercise any rights under the Easements which contemplate or allow construction, maintenance, repair, or replacement work to be performed on any portion of the Properties. Once commenced, any construction, maintenance, repair, or replacement undertaken in reliance upon an Easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency (and as otherwise set forth herein), the right of any permitted Owner to enter upon a Property of another Owner for the exercise of any right pursuant to the Easements set forth herein, or to prosecute work on such Owner's own Property if the same interferes with the Easements, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees, and only following reasonable notice under the circumstances to the other Owner. Any Owner permitted to perform any such construction, maintenance, repair, or replacement work hereunder shall have the obligation at its own expense (except as set forth herein) to promptly restore the other Owner's Property to the same condition as was present prior to such construction, maintenance, repair, or replacement.

#### 4. MAINTENANCE AND REPAIR.

4.1. Maintenance and Repair of 1280 East. After the Master Declarant has finished constructing 1280 East, the Parcel 1 HOA shall be responsible, at all times, to maintain 1280 East in good condition and conduct other maintenance and repair activities as may be necessary and consistent with Utah County regulations and/or local standards. The maintenance and repair of 1280 East includes, but is not limited to: (a) the regular and timely removal of all garbage, debris, and refuse; (b) the timely removal of ice, snow, and standing water; (c) maintaining, repairing, repainting, and resurfacing all paved surfaces on 1280 East in a level, smooth, and evenly covered condition with the type of surfacing material originally installed on 1280 East or such substitutes as shall be equal in quality, use, and durability; and (d) any other repair activities as may be necessary under Utah County regulations and/or local standards.

4.2. Failure of the Parcel 1 HOA to Perform Maintenance and Repair of 1280 East. If the Parcel 1 HOA fails to properly coordinate the maintenance and repair of 1280 East, as required by Section 4.1 of this Agreement; the Parcel 2 HOA may give the Parcel 1 HOA written notice of the claimed maintenance or repair failure, and the Parcel 1 HOA shall have twenty (20) days following the receipt of such written notice to cure such failure. If the Parcel 1 HOA does not cure the maintenance or repair failure within the twenty (20) day period, or if such failure is not curable within the twenty (20) day period and the Parcel 1 HOA has not begun to cure such failure within the twenty (20) day period, the Parcel 2 HOA may, but shall not be required to, cure the maintenance or repair failure, and then seek reimbursement from the Parcel 1 HOA for its respective share of such expenses. Such reimbursements shall be made immediately. If any such reimbursement is not paid in full within ten (10) days after written notice, the unpaid amount shall bear interest at the rate of fifteen percent (15%) per annum from the date of receipt of the written notice until the date such amount is paid in full and the Parcel 2 HOA shall have rights available under Section 4.11.

4.3. Maintenance and Repair of the Access Ways Other than 1280 East. Subject to the terms of Section 4.2 relating to 1280 East, the Parcel 1 HOA shall be responsible, at all times, to maintain the Access Ways on the Parcel 1 Property in good condition and conduct other maintenance and repair activities as may be necessary and consistent with Utah County regulations and/or local standards and the Parcel 2 HOA shall be responsible, at all times, to maintain the Access Ways on the Parcel 2 Property in good condition and conduct other maintenance and repair activities as may be necessary and consistent with Utah County regulations and/or local standards. The maintenance and repair of the Access Ways includes, but is not limited to: (a) the regular and timely removal of all garbage, debris, and refuse; (b) the timely removal of ice, snow, and standing water; (c) maintaining, repairing, repainting, and resurfacing all paved surfaces on the Access Ways in a level, smooth, and evenly covered condition with the type of surfacing material originally installed on the Access Ways or such substitutes as shall be equal in quality, use, and durability; and (d) any other repair activities as may be necessary under Utah County regulations and/or local standards.

4.4. Maintenance and Repair of the Landscaped Areas. The Parcel 1 HOA shall be responsible, at all times, to maintain the Parcel 1 Property's Landscaped Areas in good condition and the Parcel 2 HOA shall be responsible, at all times, to maintain the Parcel 2 Property's Landscaped Areas in good condition. The maintenance and repair of the

Landscaped Areas, includes, but is not limited to, making such replacements of shrubs and other landscaping as is necessary (including, without limitation, regularly cutting and trimming grass, planting and caring for trees, plants, and other vegetation, and operating and maintaining water sprinkler systems) and keeping the Landscaped Areas at all times adequately weeded, fertilized, and watered.

4.5. Maintenance and Repair of the Utility Lines. The Parcel 1 HOA shall be responsible, at all times, to keep the Utility Lines on the Parcel 1 Property and 1280 East in good condition and repair, as necessary to maintain the same consistent with applicable laws, ordinances, and building codes and the Parcel 2 HOA shall be responsible, at all times, to keep the Utility Lines on the Parcel 2 Property in good condition and repair, as necessary to maintain the same consistent with applicable laws, ordinances, and building codes. All repairs of any utilities installed on the Properties or 1280 East, and any excavation and construction work relative to said utilities shall be made so as to not unreasonably interfere with the use of the areas upon which the Utility Lines are found. Following any repair or other work to any utilities on the Properties or 1280 East, the Utility Lines shall be restored to as close to their original condition as reasonably practicable.

4.6. Establishment of a Quarterly Maintenance Fee for Maintenance of 1280 East. Beginning on July 1, 2020, and continuing on the first business day of each financial quarter thereafter, the Parcel 2 HOA shall pay the Parcel 1 HOA a portion of the quarterly maintenance fee (the "Quarterly Maintenance Fee") as provided herein based on the Parcel 1 HOA's reasonable estimate of costs to be incurred during the upcoming financial quarter for the maintenance and repair of 1280 East. The Parcel 1 HOA shall provide such reasonable estimate of the Quarterly Maintenance Fee to the Parcel 2 HOA for the upcoming financial quarter at least fifteen (15) days prior to the end of each financial quarter. The Quarterly Maintenance Fee shall be allocated to the Parcel 1 HOA and the Parcel 2 HOA in the following manner:

**Parcel 1 HOA's allocation of the Quarterly Maintenance Fee for 1280 East: 50%**

**Parcel 2 HOA's allocation of the Quarterly Maintenance Fee for 1280 East: 50%**

4.7. Administration of Annual Maintenance Fee. The Parcel 1 HOA shall deposit each portion of the Quarterly Maintenance Fee received from the Parcel 2 HOA in a separate trust account held with an FDIC insured banking institution doing business in the State of Utah, which trust account shall be utilized by the Parcel 1 HOA for purposes associated with maintaining 1280 East in accordance with the terms of this Agreement. If the Parcel 2 HOA fails to pay the portion of the Quarterly Maintenance Fee required under this Agreement by the tenth (10th) day of the applicable financial quarter, the unpaid amount shall bear interest at the rate of fifteen percent (15%) per annum from the applicable due date until the date such amount is paid in full.

4.8. Differences between Estimated and Actual Quarterly Maintenance Fee. The actual costs of maintaining and repairing 1280 East may exceed (or be less than) the Quarterly Maintenance Fee estimated or collected by the Parcel 1 HOA for a given financial quarter. In the event that the actual quarterly maintenance costs exceed the amount collected, the Parcel 1 HOA shall notify the Parcel 2 HOA of the additional amount that is necessary to pay for all required maintenance and repairs, and the Parcel 2 HOA shall promptly pay its

required share of such amount (determined pursuant to the allocation set forth in Section 4.6 above) to the Parcel 1 HOA. If any such payment is not paid in full within thirty (30) days after written notice, the unpaid amount shall bear interest at the rate of fifteen percent (15%) per annum from the date of receipt of the written notice until the date such amount is paid in full. In the event that the actual quarterly maintenance costs are less than the amount collected, the Parcel 1 HOA shall either refund the excess amount to the Parcel 2 HOA or shall apply such excess amount towards the portion of the Quarterly Maintenance Fee due for the following financial quarter.

4.9. Review of the Quarterly Maintenance Fee. The Parcel 2 HOA, or its authorized agents or representatives, shall be permitted, from time to time, but upon five (5) business days' advance written notice, to the Parcel 1 HOA, to review the accounting, books, and supporting documentation relating to the maintenance costs of 1280 East in each financial quarter.

4.10. Maintenance Costs for Access Ways Other than 1280 East, Utility Lines, Landscaped Areas, and Parking Spaces. Except for the obligations related to the Quarterly Maintenance Fee, the Parcel 2 HOA shall be solely responsible for the maintenance costs associated with all Utility Lines, Landscaped Areas, Parking Spaces, and Access Ways (other than 1280 East) located on the Parcel 2 Property, and the Parcel 1 HOA shall be solely responsible for the maintenance costs associated with all Utility Lines, Landscaped Areas, Parking Spaces, and Access Ways located on the Parcel 1 Property.

4.11. Notice of Default. In the event that the Parcel 1 HOA or the Parcel 2 HOA fails to pay any amount due under this Agreement when it is due, the non-defaulting HOA may provide written notice identifying the nature of the alleged failure to pay and the amounts claimed to be due (the "Default Notice"). If such amounts are not paid within thirty (30) days after receipt of the Default Notice (the "Cure Period"), the non-defaulting HOA shall be entitled to commence legal action to collect the amounts claimed to be due.

4.12. Insurance. Each Party shall maintain, at its own expense, a policy of comprehensive public liability insurance relating to its use and occupancy of the Easements. Such liability insurance shall (i) be in an amount of at least \$1,000,000.00; (ii) include the other Party as an additional insured; (iii) provide that the insurer shall notify all named insureds, in writing, at least fifteen (15) days prior to the cancelation or reduction of coverage of the policy; and (iv) be procured with an insurer licensed to do business in the State of Utah. Upon request, each Party shall provide a certificate to the other Party evidencing that such coverage has been maintained and is in full force and effect.

## 5. REMEDIES AND ENFORCEMENT.

5.1. All Legal and Equitable Remedies Available. Subject to Section 4.11 and the application of the Cure Period in the event of the failure to pay the amounts identified in Section 4.11, in the event of a default or threatened default by any Owner or its Permittees of any of the terms, easements, covenants, conditions, or restrictions hereof, the Parcel 1 Owner, Parcel 2 Owner, Parcel 1 HOA, or Parcel 2 HOA, as applicable, shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. For the avoidance of doubt, only the Parcel 1 Owner, Parcel 2 Owner, Parcel 1

HOA, or Parcel 2 HOA shall have the right to enforce the terms of this Agreement. However, such entities may enforce this Agreement on behalf of the Owners of individual lots within the Properties.

5.2. Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

5.3. No Termination for Default. Notwithstanding the foregoing to the contrary, no default hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Property made in good faith for value, but the easements, covenants, conditions, and restrictions hereof shall be binding upon and effective against any Owner of such Property covered hereby whose title thereto is acquired by trustee's sale, foreclosure, or otherwise.

## 6. MISCELLANEOUS.

6.1. Attorneys' Fees. In the event a Party allowed to enforce this Agreement institutes any legal action or proceeding for the permitted enforcement of any right or obligation herein contained, the prevailing Party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

6.2. Amendment. The Parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Properties, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the Salt Lake County Recorder, State of Utah.

6.3. No Waiver. No waiver of any default of any obligation by any Party shall be implied from any omission by the other Party to take any action with respect to such default.

6.4. No Agency. Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between any persons.

6.5. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights, and obligations set forth herein shall run with the Properties and create equitable servitudes in favor of the Property(ies) benefited thereby, shall bind every person having any fee, leasehold, or other interest therein, and shall inure to the benefit of the Parties and their respective successors, assigns, heirs, and personal representatives.

6.6. Grantee's Acceptance. The grantee of any of the Properties, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Owner or from any subsequent Owner of such Properties, or any portion thereof, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, duties, and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal



representatives covenant, consent, and agree to and with the other affected persons, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the portion of the Properties so acquired by such grantee.

6.7. Severability. Each provision of this Agreement and the application thereof to the Properties are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. Notwithstanding the foregoing, the Parties shall attempt in good faith to negotiate a mutually acceptable alternative to any provision held to be invalid or unenforceable or to not run with the land. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of all of the Properties by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

6.8. Time of Essence. Time is of the essence of this Agreement.

6.9. Entire Agreement. This Agreement contains the complete understanding and agreement of the Parties with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby.

6.10. Notices. Notices or other communication hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, or by a national overnight courier company or personal delivery at the Party's last known address. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Party may change from time to time their respective address for notice hereunder by like notice to the other Parties.

6.11. Governing Law. The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement.

6.12. Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Property, this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the affected Property(ies) and that is not rejectable, in whole or in part, by the bankrupt person or entity.

*[Remainder of Page Intentionally Left Blank.]*

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

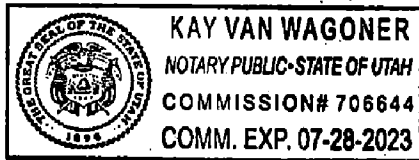
**"PARCEL 1 OWNER"**

Richmond American Homes of Utah, Inc.,  
a Colorado corporation

By: Jackie Walkington  
Name: Jackie Walkington  
Its: V. P. of Sales  
Date: 10.13.20

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 13 day of October, 2020, personally appeared before me Jackie Walkington the VP of Sales of Richmond American Homes of Utah, Inc., the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same on behalf of said corporation for its stated purpose.



[Signature]  
Notary Public

**"PARCEL 2 OWNER"**

Fieldstone Arrowhead Cottages, LLC  
A Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**"PARCEL 1 OWNER"**

Richmond American Homes of Utah, Inc.,  
a Colorado corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_, the \_\_\_\_\_ of Richmond American Homes of Utah, Inc., the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same on behalf of said corporation for its stated purpose.

\_\_\_\_\_  
Notary Public

**"PARCEL 2 OWNER"**

Fieldstone Arrowhead Cottages, LLC  
A Utah limited liability company

By: Jason Harris

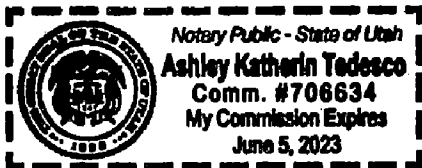
Name: Jason Harris

Its: Assistant Secretary

Date: 9/30/2020

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 30<sup>th</sup> day of September, 2020, personally appeared before me Jason Harris the ~~Assistant Secretary~~ of Fieldstone Arrowhead Cottages, LLC, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same on behalf of said limited liability company for its stated purpose.



Ashley Tedesco  
Notary Public

**"PARCEL 1 HOA"**

Villages at Arrowhead Park Urban Home Owners Association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_ the \_\_\_\_\_ of Village at Arrowhead Park Urban Home Owners Association, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same on behalf of said entity for its stated purpose.

\_\_\_\_\_  
Notary Public

**"PARCEL 2 HOA"**

Arrowhead Cottages Home Owners Association

By: Jason Harris

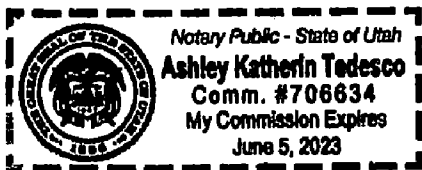
Name: Jason Harris

Its: Director

Date: 9/30/20

STATE OF UTAH                     )  
   : ss.  
COUNTY OF SALT LAKE        )

On the 30 day of September, 2020, personally appeared before me Jason Harris the Director of Arrowhead Cottages Home Owners Association, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said limited liability company for its stated purpose.



Ashley Tedesco  
Notary Public

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_ the \_\_\_\_\_ of Fieldstone Arrowhead Cottages, LLC, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same on behalf of said limited liability company for its stated purpose.

\_\_\_\_\_  
Notary Public

**"PARCEL 1 HOA"**

Villages at Arrowhead Park Urban Home Owners Association

By: *Matthew D. Scott*  
Name: MATTHEW D. SCOTT  
Its: VICE PRESIDENT  
Date: 10-14-2020

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

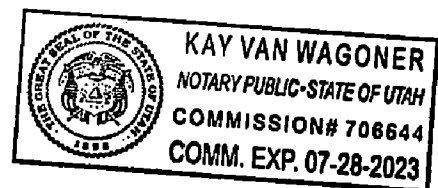
On the 14 day of OCTOBER, 2020, personally appeared before me MATTHEW SCOTT the VP of Village at Arrowhead Park Urban Home Owners Association, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same on behalf of said entity for its stated purpose.

*Kay Van Wagoner*  
Notary Public

**"PARCEL 2 HOA"**

Arrowhead Cottages Home Owners Association

By: \_\_\_\_\_



**EXHIBIT "A"**  
(Description of the Parcel 1 Property)

Villages at Arrowhead Park Plat "I"

**BOUNDARY DESCRIPTION**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED  $50^{\circ}28'54''$ E ALONG THE SECTION LINE 780.24 FEET AND EAST 428.98 FEET FROM THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 68.00 FEET; THENCE  $N14^{\circ}01'43''$ W 11.98 FEET; THENCE ALONG THE ARC OF A 42.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS:  $S14^{\circ}01'43''$ E) 10.28 FEET THROUGH A CENTRAL ANGLE OF  $14^{\circ}01'43''$  (CHORD:  $N82^{\circ}59'08''$ E 10.26 FEET); THENCE EAST 49.88 FEET; THENCE  $N5^{\circ}31'28''$ W 391.10 FEET; THENCE  $S89^{\circ}59'08''$ E 245.42 FEET; THENCE ALONG THE ARC OF A 11.00 FOOT RADIUS CURVE TO THE RIGHT 15.92 FEET THROUGH A CENTRAL ANGLE OF  $82^{\circ}56'00''$  (CHORD:  $S48^{\circ}31'08''$ E 14.57 FEET); THENCE  $S7^{\circ}03'03''$ E 298.62 FEET; THENCE ALONG THE ARC OF A 134.00 FOOT RADIUS CURVE TO THE RIGHT 16.47 FEET THROUGH A CENTRAL ANGLE OF  $7^{\circ}02'33''$  (CHORD:  $S3^{\circ}31'47''$ E 16.46 FEET); THENCE  $S0^{\circ}00'30''$ E 136.66 FEET; THENCE ALONG THE ARC OF A 11.00 FOOT RADIUS CURVE TO THE RIGHT 17.28 FEET THROUGH A CENTRAL ANGLE OF  $89^{\circ}59'18''$  (CHORD:  $S44^{\circ}59'30''$ W 15.56 FEET); THENCE WEST 302.53 FEET TO THE POINT OF BEGINNING.

CONTAINS:  $\pm 2.90$  ACRES

**EXHIBIT "B"**  
(Description of the Parcel 2 Property)

Villages at Arrowhead Park Plat "I"

**BOUNDARY DESCRIPTION**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°28'54"E ALONG THE SECTION LINE 846.55 FEET AND EAST 140.17 FEET FROM THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N50°22'52"W) 13.23 FEET THROUGH A CENTRAL ANGLE OF 75°47'23" (CHORD: N1°43'27"E 12.28 FEET); THENCE N36°10'14"W 264.87 FEET; THENCE ALONG THE ARC OF A 114.00 FOOT RADIUS CURVE TO THE RIGHT 71.97 FEET THROUGH A CENTRAL ANGLE OF 36°10'14" (CHORD: N18°05'07"W 70.78 FEET); THENCE NORTH 232.19 FEET; THENCE ALONG THE ARC OF A 77.00 FOOT RADIUS CURVE TO THE RIGHT 120.97 FEET THROUGH A CENTRAL ANGLE OF 90°00'52" (CHORD: N45°00'26"E 108.91 FEET); THENCE S89°59'08"E 643.19 FEET; THENCE ALONG THE ARC OF A 11.00 FOOT RADIUS CURVE TO THE LEFT 18.64 FEET THROUGH A CENTRAL ANGLE OF 97°03'57" (CHORD: N41°28'56"E 16.49 FEET); THENCE S7°03'03"E 88.67 FEET; THENCE ALONG THE ARC OF A 11.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S82°56'54"W) 15.92 FEET THROUGH A CENTRAL ANGLE OF 82°56'00" (CHORD: N48°31'06"W 14.57 FEET); THENCE N89°59'08"W 245.42 FEET; THENCE S5°31'28"E 391.10 FEET; THENCE WEST 49.88 FEET; THENCE ALONG THE ARC OF A 42.00 FOOT RADIUS CURVE TO THE LEFT 10.28 FEET THROUGH A CENTRAL ANGLE OF 14°01'43" (CHORD: S82°59'08"W 10.26 FEET); THENCE S14°01'43"E 11.98 FEET; THENCE SOUTH 68.00 FEET; THENCE WEST 147.29 FEET; THENCE ALONG THE ARC OF A 183.00 FOOT RADIUS CURVE TO THE LEFT 160.91 FEET THROUGH A CENTRAL ANGLE OF 50°22'52" (CHORD: S64°48'34"W 155.78 FEET) TO THE POINT OF BEGINNING.

CONTAINS: ±6.25 ACRES



**EXHIBIT "C"**  
(Parcel Numbers of the Properties)