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DOC # 20250014827

Agreement Page 1 of 9  
Gary Christensen Washington County Recorder  
04/30/2025 03:02:07 PM Fee \$ 40.00  
By SCOTT MELISSA

**When Recorded, Return To:**

Paraiso 2800, LLC  
Attn: Devin Sullivan  
1363 E 170 S, Suite 301  
Saint George, Utah 84790



**COST SHARING AGREEMENT**

THIS COST SHARING AGREEMENT ("Agreement") is hereby made and entered into effective as of the 25 day of MARCH, 2025 by and between Paraiso South Homeowners' Association, a Utah nonprofit corporation ("Paraiso South HOA"), and Paraiso North Homeowners' Association, a Utah corporation ("Paraiso North HOA"). Paraiso South HOA and Paraiso North HOA are sometimes collectively referred to herein as the Parties.

**RECITALS**

- A. Paraiso South HOA governs real property in Hurricane, Utah (the "Paraiso South Property"), further described on Exhibit A, attached hereto.
- B. The Paraiso South Property is adjacent to property governed by Paraiso North HOA (the "Paraiso North Property"), further described on Exhibit B, attached hereto.
- C. The Parties collect fees and assessments from Lot Owners to repair property related to each HOA (hereinafter referred to as the "Assessments").
- D. Excess water from the Paraiso South Property drains to a retention pond on the Paraiso North Property (the "Retention Pond").
- E. Paraiso South HOA has agreed to contribute to the repair of the Retention Pond if it is damaged in a significant rain event or other natural causes that lead to flooding and damage.
- F. The Parties desire to enter into this Agreement to provide the specific and binding terms to govern their relationship.

NOW THEREFORE, in consideration of the mutual benefit to be derived, the Parties hereto formally agree as follows:

**AGREEMENT**

**ARTICLE 1  
DEFINED TERMS**

1.1. **Definitions.** When used in this Agreement, the following terms shall have the meanings specified below (unless otherwise expressly provided herein):

(a) **"Lot Owner"** means the record holder(s) of the fee simple interest title to any lot located in Paraiso South HOA or Paraiso North HOA.

(b) **"Repair Costs"** means the expenses incurred specifically for repairing damage to the Retention Pond due to significant rain events or other natural causes.

## **ARTICLE 2 PURPOSE AND INTENT**

2.1. **No Partnership.** The Parties do not intend by this Agreement to create a partnership but merely to set forth the terms and conditions for sharing Repair Costs for the Retention Pond under specific circumstances.

## **ARTICLE 3 CONTRIBUTIONS TO REPAIR COSTS**

3.1. **Maintenance.** Paraiso South HOA shall not be responsible for general maintenance or upkeep of the Retention Pond. Such maintenance shall be the sole responsibility of Paraiso North HOA.

3.2. **Repair Obligation.** In the event of damage to the Retention Pond due to significant rain events or natural causes, the Repair Costs shall be shared between the Parties based on the number of lots each HOA governs.

3.3. **Contribution Calculation.** The contribution to Repair Costs shall be calculated on a per lot basis. For example, if Paraiso South HOA governs 50 lots and Paraiso North HOA governs 50 lots, each Paraiso South HOA and Paraiso North HOA will pay 50% of the Repair Costs.

## **ARTICLE 4 PAYMENT TERMS**

4.1. **Initial Payment of Repair Costs.** Paraiso North HOA will initially pay the full cost of any necessary repairs to the Retention Pond due to significant rain events or natural causes.

4.2. **Notice.** Upon completion of the repairs, Paraiso North HOA shall provide Paraiso South HOA with a written request for reimbursement, accompanied by a detailed invoice of the Repair Costs and the calculation of Paraiso South HOA's share based on the per lot basis.

4.3. **Timing for Payment of Shared Repair Costs.** Paraiso South HOA shall reimburse Paraiso North HOA for its share of the Repair Costs within 30 days of receiving the reimbursement request and supporting documentation from Paraiso North HOA.

## **ARTICLE 5 MISCELLANEOUS PROVISIONS.**

5.1. **Voluntary Agreement.** This is a voluntary agreement entered by each of the undersigned Parties. Each party by its signature expressly acknowledges that it has had the opportunity to have this agreement reviewed by legal counsel, and that this agreement has been fully and fairly negotiated.

5.2. **Amendments.** The Parties may not amend this Agreement except by the written agreement of the Parties.

5.3. **Governing Law.** The laws of the State of Utah (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement or the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

5.4. **Successors and Assigns.** This Agreement is binding upon, and inures to the benefit of, the Parties and their respective permitted successors and assigns.

5.5. **Counterparts; E-Signature.** The Parties may execute this Agreement in multiple counterparts, including via e-signature (i.e., DocuSign), each of which constitutes an original, and all of which, collectively, constitute only one agreement. Transmittal and receipt of a facsimile, e-signed copy or electronically scanned image of this Agreement with facsimile, e-signed or electronically scanned signatures on the signature page to this Agreement shall be binding on the Parties hereto.

5.6. **Entire Agreement.** This Agreement and the other agreements entered into in connection with this Agreement contain the entire agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**[SIGNATURES TO FOLLOW]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

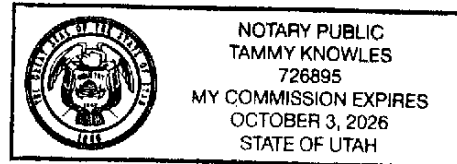
**Paraiso South Homeowners' Association**

By: D-SULL  
Name: DEVIN SULLIVAN  
Its: DIRECTOR

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 25 day of March, 2025, before me personally appeared Devin Sullivan whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did each say that he is the Director of Paraiso South Homeowners' Association, and that the foregoing document was signed by him as Director of Paraiso South Homeowners' Association by authority of the governing documents of Paraiso South Homeowners' Association, and that the document was the act of Paraiso South Homeowners' Association for its stated purpose.

Tammy Knowles  
NOTARY PUBLIC



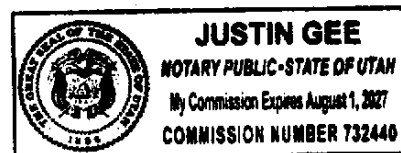
**Paraiso North Homeowners' Association**

By: Trey Riding  
Name: Trey Riding  
Its: Registered agent

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this 29 day of March, 2025, before me personally appeared Trey Riding whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did each say that he is the Registered agent of Paraiso North Homeowners' Association, and that the foregoing document was signed by him as Registered agent of Paraiso North Homeowners' Association by authority of the governing documents of Paraiso North Homeowners' Association, and that the document was the act of Paraiso North Homeowners' Association for its stated purpose.

Justin GEE  
NOTARY PUBLIC



**EXHIBIT A**

**Paraiso South Homeowners' Association Property Legal Description**



## EXHIBIT A

### **Paraiso Phase3:**

Beginning at the Northeast corner of that certain property described in Special Warranty Deed recorded September 26, 2024 as document number 20240030237, Said point lies North 88°56'23" West 824.18 feet along the Section Line, and South 1,597.86 feet, from the Northeast Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian; Running thence South 01°01'10" West 97.12 feet; thence South 88°58'50" East 10.01 feet; thence South 01°01'21" West 140.00 feet; thence North 88°58'50" West 75.00 feet; thence South 01°01'10" West 104.55 feet; thence South 71°06'10" West 95.43 feet; thence southerly along a 174.00 foot radius non-tangent curve to the left, (center point lies North 76°52'30" East) through a central angle of 11°54'27", a distance of 36.16 feet; thence South 25°01'57" East 254.38 feet; thence southeasterly along a 224.00 foot radius curve to the left, (center point lies North 64°58'03" East) through a central angle of 37°51'52", a distance of 148.03 feet; thence South 27°06'11" West 52.00 feet; thence westerly along a 15.00 foot radius non-tangent curve to the left, (center point lies South 27°06'11" West) through a central angle of 82°35'45", a distance of 21.62 feet; thence North 55°29'35" West 45.00 feet; thence northerly along a 15.00 foot radius non-tangent curve to the left, (center point lies North 55°29'35" West) through a central angle of 82°35'45", a distance of 21.62 feet; thence northwesterly along a 276.00 foot radius reverse curve to the right, (center point lies North 41°54'40" East) through a central angle of 23°03'23", a distance of 111.07 feet; thence North 25°01'57" West 158.26 feet; thence South 64°59'31" West 72.50 feet; thence North 25°00'29" West 100.00 feet; thence South 64°59'31" West 29.39 feet; thence North 25°00'29" West 45.00 feet; thence North 01°01'10" East 139.39 feet; thence North 88°58'50" West 135.00 feet; thence North 01°01'10" East 198.68 feet along the East boundary line of Paraiso Subdivision Phase 2 as on file with the Washington County Recorder's Office; thence South 88°58'50" East along said east line 5.00 feet; thence North 01°01'10" East along said east line 97.84 feet; thence South 88°25'14" East 432.02 feet to the point of beginning.

Containing 184,092 Square Feet or 4.23 Acres.

### **Paraiso Phase 4:**

Beginning at a point that lies North 88°56'23" West 613.54 feet and South 2,169.93 feet, from the Northeast Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian; Running thence South 89°06'47" East 190.00 feet; thence South 00°53'13" West 20.00 feet; thence South 89°06'47" East 95.00 feet; thence South 00°53'13" West 80.00 feet; thence South 89°06'47" East 260.05 feet; to a point on the West Right-of-Way Line of 2800 West Street; thence South 00°52'43" West along said West Line 227.37 feet; thence North 89°06'47" West 355.08 feet; thence South 00°53'13" West 9.63 feet; thence North 89°06'47" West 295.00 feet; thence North 73°52'24" West 82.19 feet; thence North 16°07'36" East 98.96 feet; thence northwesterly along a 276.00 foot radius non-tangent curve to the right, (center point lies North 23°57'54" East) through a central angle of 03°08'16", a distance of 15.12 feet; to the east line of Paraiso Subdivision Phase 3 as on file with the Washington County Recorder's office; thence North 27°06'11" East along said East Line 52.00 feet; thence easterly along a 224.00 foot radius non-tangent curve to the left, (center point lies North 27°06'11" East) through a central angle of 15°11'27", a distance of 59.39 feet; thence North 27°27'08" East 207.80 feet to the point of beginning.

Containing 186,644 Square Feet or 4.28 Acres.

**EXHIBIT B**

**Paraiso North Homeowners' Association Property Legal Description**



## **EXHIBIT B**

### **Paraiso Phase 1:**

Beginning at the Northeast corner of Parcel H-3-1-31-142, described as Paraiso Phase 1 Boundary Description per Document number 20250002935, in the official records of Washington County, Utah. Said point lies North 88°56'23" West along the North Section Line 1,393.77 feet and South 487.51 feet, from the Northeast Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian; Running thence South 00°53'09" West 520.98 feet; thence North 89°07'31" West 90.96 feet; thence South 01°01'10" West 82.45 feet; thence North 88°58'50" West 387.92 feet; thence North 01°01'10" East 76.75 feet; thence North 89°01'22" West 45.00 feet; thence northwesterly along a 15.00 foot radius non-tangent curve to the left, (center point lies North 88°58'50" West) through a central angle of 91°23'34", a distance of 23.93 feet; thence westerly along a 127.50 foot radius compound curve to the left, (center point lies South 00°22'24" East) through a central angle of 33°34'07", a distance of 74.70 feet; thence westerly along a 172.50 foot radius reverse curve to the right, (center point lies North 33°56'31" West) through a central angle of 29°05'33", a distance of 87.59 feet; thence southwesterly along a 15.00 foot radius reverse curve to the left, (center point lies South 04°50'59" East) through a central angle of 84°07'51", a distance of 22.03 feet; thence South 89°56'09" West 52.01 feet; thence northwesterly along a 15.00 foot radius non-tangent curve to the left, (center point lies North 88°58'50" West) through a central angle of 90°00'02", a distance of 23.56 feet; thence North 88°58'52" West 72.57 feet; to that certain line established by Boundary Line Agreement, Document No. 20250002746, Official Records Washington County, State of Utah; thence North 01°06'45" East 45.00 feet; thence South 88°58'52" East 76.00 feet; thence northeasterly along a 15.00 foot radius curve to the left, (center point lies North 01°01'08" East) through a central angle of 89°59'58", a distance of 23.56 feet; thence North 89°37'19" East 45.01 feet; thence North 01°01'10" East 139.54 feet; thence South 88°58'50" East 76.50 feet; thence North 01°01'10" East 57.89 feet; thence South 88°58'45" East 5.19 feet; thence northeasterly along a 40.50 foot radius curve to the left, (center point lies North 01°01'15" East) through a central angle of 90°00'05", a distance of 63.62 feet; thence North 01°01'10" East 53.61 feet; thence South 88°58'50" East 442.23 feet; thence North 01°01'10" East 65.00 feet; thence northwesterly along a 15.00 foot radius curve to the left, (center point lies North 88°58'50" West) through a central angle of 90°00'00", a distance of 23.56 feet; thence North 01°01'10" East 45.00 feet; thence northeasterly along a 15.00 foot radius non-tangent curve to the left, (center point lies North 01°01'10" East) through a central angle of 90°00'00", a distance of 23.56 feet; thence North 01°01'10" East 74.80 feet; thence South 88°25'08" East 141.75 feet to the point of beginning.

Containing 276,369 Square Feet or 6.34 Acres.





## **EXHIBIT B CONTINUED**

### **Paraiso Phase 2:**

Beginning at the Northeast Corner of Parcel H-3-1-31-131, described as Paraiso Phase 2 Boundary Description per Document number 20250002935, in the official records of Washington County, Utah. Said corner is also the most southeast corner of Paraiso Subdivision Phase 1 as on file with the Washington County Recorder's office. said point lies North 88°56'23" West 1,401.82 feet and South 1,008.58 feet, from the Northeast Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian; Running thence South 00°53'09" West 353.86 feet; thence South 88°25'09" East 28.45 feet; thence South 01°34'45" West 229.99 feet; thence South 88°25'14" East 129.11 feet; thence South 01°01'10" West 97.84 feet; thence North 88°58'50" West 5.00 feet; thence South 01°01'10" West 128.68 feet; thence North 88°58'50" West 90.00 feet; thence South 01°01'10" West 9.26 feet; thence North 88°58'50" West 135.00 feet; thence North 01°01'10" East 17.21 feet; thence North 88°58'50" West 90.00 feet; thence North 01°01'10" East 75.26 feet; thence westerly along a 276.00 foot radius non-tangent curve to the right, (center point lies North 13°30'29" East) through a central angle of 13°41'32", a distance of 65.96 feet; thence westerly along a 15.00 foot radius reverse curve to the left, (center point lies South 27°12'01" West) through a central angle of 96°55'38", a distance of 25.38 feet; thence North 47°59'33" West 47.48 feet; thence northerly along a 15.00 foot radius non-tangent curve to the left, (center point lies North 63°52'38" West) through a central angle of 73°49'35", a distance of 19.33 feet; thence northwesterly along a 276.00 foot radius reverse curve to the right, (center point lies North 42°17'47" East) through a central angle of 07°57'04", a distance of 38.30 feet; thence northwesterly along a 274.00 foot radius reverse curve to the left, (center point lies South 50°14'51" West) through a central angle of 03°37'17", a distance of 17.32 feet; thence North 40°38'31" East 153.03 feet; thence North 48°16'12" West 41.07 feet; thence North 01°01'10" East 34.62 feet; thence East 13.24 feet; thence North 02°00'02" East 132.78 feet; thence South 88°58'50" East 100.00 feet; thence North 01°01'10" East 80.00 feet; thence northwesterly along a 15.00 foot radius curve to the left, (center point lies North 88°58'50" West) through a central angle of 90°00'00", a distance of 23.56 feet; thence North 01°01'10" East 45.00 feet; thence northeasterly along a 15.00 foot radius non-tangent curve to the left, (center point lies North 01°01'10" East) through a central angle of 90°00'00", a distance of 23.56 feet; thence North 01°01'10" East 76.75 feet; to a point on the southerly line of said Paraiso Subdivision Phase 1 running along said line the following three (3) Courses: 1) South 88°58'50" East 52.00 feet 2) North 01°01'10" East 82.45 feet and 3) South 89°07'31" East 90.96 feet to the point of beginning.

Containing 205,208 Square Feet or 4.71 Acres.