


When Recorded, Please Return To:  
Starting 5 L.L.C.  
11831 North 6260 West  
Highland, Utah 84003  
Attention: Gary Trowbridge



ENT 9002:2018 PG 1 of 16  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2018 Jan 29 1:05 pm FEE 138.00 BY SS  
RECORDED FOR SARATOGA SPRINGS CITY

## JOINT USE, MAINTENANCE AND COST SHARING AGREEMENT

This Joint Use, Maintenance and Cost Sharing Agreement (this “**Agreement**”) is executed this 16 day of January, 2018 by and between RIVERBEND OWNERS ASSOCIATION, INC., a Utah nonprofit corporation (the “**Condominium Association**”), STARTING 5 L.L.C., a Utah limited liability company (“**Starting 5**”), and RIVER BEND TOWNHOMES OWNERS ASSOCIATION, INC., a Utah nonprofit corporation (the “**Townhome Association**”).

### RECITALS

A. The Condominium Declaration for River Bend Phase 1 (the “**Original Declaration**”) was recorded in the Office of the Recorder of Utah County, Utah (the “**Recorder’s Office**”) on July 2, 2017 as Entry No. 95901:2007. The Original Declaration has been amended and supplemented by the following recorded documents: the First Amendment to the Condominium Declaration recorded in the Recorder’s Office on August 13, 2007 as Entry No. 117217:2007; the Second Amendment to the Condominium Declaration recorded in the Recorder’s Office on December 17, 2007 as Entry No. 172914:2007; the Second Amendment to the Condominium Declaration recorded in the Recorder’s Office on December 17, 2007 as Entry No. 172915:2007; the Third Amendment to the Condominium Declaration recorded in the Recorder’s Office on January 3, 2008 as Entry No. 656:2008; the Fourth Amendment to the Condominium Declaration recorded in the Recorder’s Office on June 30, 2011 as Entry No. 47512:2011; and the Supplemental Declaration for River Bend Phase 3A recorded in the Recorder’s Office on March 30, 2016 as Entry No. 26821:2016. The Original Declaration as supplemented and amended as described in the previous sentence, is referred to herein collectively as the “**Condominium Declaration**.”

B. The Condominium Association is the entity defined as the “**Association**” in Section 2.01(e) of the Condominium Declaration.

C. The Condominium Declaration pertains to and affects that certain real property located in Saratoga Springs, Utah County, Utah, which is more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (the “**Condominium Property**”). Pursuant to the Condominium Declaration, there have been recorded in the Recorder’s Office a total of three condominium plats for the Riverbend Condominiums (the “**Condominium Plats**”), which Condominium Plats are described and identified in Exhibit “A” attached hereto. Pursuant to the Condominium Plats and the Condominium Declaration, there have been created 42 individual residential condominium dwelling units (the “**Condominium Units**”) upon and within the Condominium Property, 39 of which have actually been constructed.

D. The City of Saratoga Springs (the “**City**”) authorized the creation of the Condominium Units and the recording of the Condominium Plats and the Condominium Declaration pursuant to that certain Master Development Plan Agreement for Riverbend with an effective date of March 14, 2006, by and between the City and Knowlton General L.C., which Master Development Plan Agreement for Riverbend was recorded in the Recorder’s Office on July 2, 2007 as Entry No. 95905:2007, and such Master Development Plan Agreement for Riverbend was amended pursuant to that certain Addendum 1 to Riverbend Master Development Agreement dated February 3, 2015 by and between the City and the Landrock LLC, which document was recorded in the Recorder’s Office on February 3, 2016 as Entry No. 9323:2006 (collectively referred to herein as the “**Master Development Agreement**”).

E. Starting 5 is the owner of that certain real property located in Saratoga Springs, Utah County, Utah more particularly described on Exhibit B attached hereto and incorporated hereby this reference (the “**Townhome Property**”). The Townhome Property was included within the definition of the “Expandable Land” as set forth and as described in the Original Declaration.

F. The Master Development Agreement makes reference to a master development plan (the “**Master Development Plan**”) for the development upon the Condominium Property and upon the Townhome Property of 122 residential condominium units in multiple phases, as depicted in the Master Development Plan attached as Exhibit B to the Master Development Agreement. The Master Development Plan and the Master Development Agreement provide for the construction and creation of certain improvements including certain roads pursuant to Section 3.2.3 of the Master Development Agreement and certain parks and open space pursuant to Section 3.2.4 of the Master Development Agreement.

G. There have previously been constructed and installed within the Condominium Property and the Townhome Property a system of underground utility pipelines to provide culinary water service, secondary water service and sewer service to all of the Condominium Property and all of the Townhome Property, and each of such three separate systems are regulated and metered through a master metering system (the “**Master Meter**”).

H. Starting 5 has obtained all necessary consents and approvals from the City to record certain townhome subdivision plats (collectively referred to herein as the “**Townhome Plats**”) which shall pertain to all of the Townhome Property and which shall authorize and provide for the creation upon the Townhome Property of 58 residential townhome lots, for the construction thereon of 58 residential townhome units (the “**Townhome Units**”).

I. The owners of the Condominium Units desire to be granted the right to use and enjoy for the benefit of the Owners of the Condominium Units the roads, the parks and the open space amenities and improvements that shall be constructed and created by Starting 5 upon the Townhome Property (collectively the “**Townhome Roads, Parks and Open Space Amenities**”). Starting 5 and the Townhome Association desire, for the benefit of the owners of the Townhome Units to be constructed on the Townhome Property the right to use and enjoy the roads, the parks, and the open space amenities and improvements that have been created upon the Condominium Property (collectively “**Condominium Roads, Parks and Open Space Amenities**”). The Condominium Association, Starting 5 and the Townhome Association desire to create pursuant to this Agreement certain reciprocal rights for the owners of the Condominium Units to use and enjoy

the Townhome Roads, Parks and Open Space Amenities to be constructed on the Townhome Property and for the owners of the Townhome Units to be constructed on the Townhome Property to use and enjoy the Condominium Roads, Parks and Open Space Amenities located on the Condominium Property and to provide a means for the allocation between the owners of the Condominium Units and the owners of the Townhome Units the costs to operate, maintain, repair and replace from time to time throughout the term of this Agreement the Condominium Roads, Parks and Open Space Amenities and the Townhome Roads, Parks and Open Space Amenities.

J. The Condominium Association, Starting 5 and the Townhome Association also desire to create pursuant to this Agreement certain reciprocal rights for the owners of the Condominium Units and the owners of the Townhome Units to use and enjoy the culinary water service, the secondary water service and the sewer service provided through the Master Meter and to provide a means for the allocation between the owners of the Condominium Units and the owners of the Townhome Units the cost to operate, maintain, repair and replace from time to time throughout the Term of this Agreement the Master Meter as well as the monthly fees and charges payable to the City and the other providers of such services for the culinary water service, the secondary water service and the sewer service provided to the Condominium Units and the Townhome Units through the Master Meter.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements set forth herein, the Condominium Association, acting on behalf of the owners of all of the Condominium Units located on the Condominium Property, and Starting 5 acting on behalf of the owners of all of the Townhome Units to be created on the Townhome Property, and the Townhome Association, hereby covenant and agree as follows:

1. Creation of the Easement. Throughout the Term (as defined below) of this Agreement, the Condominium Association, on behalf of all of the Condominium Unit owners and Starting 5, as the owner of the Townhome Property, and the Townhome Association, on behalf of all of the Townhome Unit owners, hereby establish and create a mutual and reciprocal nonexclusive easement (the "**Easement**"), pursuant to which Starting 5 and the owners of the all of the Townhome Units to be created upon and within the Townhome Property shall have the right to use and enjoy for purposes of pedestrian and vehicular ingress and egress all of the private roads currently existing and hereafter created upon and within the Condominium Property and also the right to use and enjoy all of the private parks and open space amenities and improvements located upon and within the Condominium Property, subject to the rules and regulations pertaining to such use and enjoyment established from time to time by the Condominium Association, and also the right to obtain culinary water service, secondary water service and sewer service through the Master Meter. Pursuant to the Easement, the owners of the Condominium Units upon and within the Condominium Property shall have the right to use and enjoy for purposes of pedestrian and vehicular ingress and egress all of the private roads to be constructed upon and within the Townhome Property and also the right to use and enjoy all of the private parks and open space amenities and improvements to be created upon and within the Townhome Property, subject to the rules and regulations pertaining to such use and enjoyment established from time to time by Starting 5 and/or the Townhome Association

2. Starting 5's Construction Obligations. Starting 5 shall cause to be constructed, installed and completed upon the Townhome Property at Starting 5's expense, all of the roads, parks and open space amenities and improvements that are required to be constructed and created thereon by the City pursuant to the Master Development Plan and the Master Development Agreement.

3. Townhome Declaration. Starting 5 has caused to be recorded in the Recorder's Office a declaration of covenants, conditions and restrictions pertaining to the Townhome Units to be created on the Townhome Property (referred to herein as the "**Townhome Declaration**"). Pursuant to the Townhome Declaration, Starting 5 has caused to be created the Townhome Association, which shall own and which shall be responsible to operate, maintain, repair and replace from time to time the private roads, parks and common area amenities and improvements located upon the Townhome Property.

4. Combined Project Budget and Cost Sharing. With the assistance of the Management Company defined in Section 5 below, the Condominium Association and the Townhome Association shall cooperate with each other in good faith on an annual basis to prepare a proposed budget (the "**Combined Project Budget**") that will include all of the costs and expenses to be incurred to operate, maintain, repair and replace as necessary from time to time the Master Meter and also the private roads, the parks and the common area amenities and improvements located on and within the Condominium Property and also all the costs and expenses to be incurred to operate, maintain, repair and replace as necessary from time to time the private roads, the parks and the common area amenities and improvements located on and within the Townhome Property. The Combined Project Budget shall include the costs for snow removal for all of the private roads within the Condominium Property and the Townhome Property. The Combined Project Budget shall also include the cost for the culinary water service, the secondary water service and the sewer service obtained through the Master Meter for the benefit of all of the Condominium Units within the Condominium Property and all of the Townhome Units within the Townhome Property. The total amount of the Combined Project Budget shall then be allocated between the Condominium Association and the Townhome Association on a per unit basis, based upon the total number of Condominium Units and the total number of Townhome Units for the period of time covered by the Combined Project Budget. The Condominium Association shall include such allocated share of costs and expenses in the budget of all of the costs and expenses that are to be allocated to and assessed upon the Condominium Unit owners for such period of time by the Condominium Association. The Townhome Association shall include such allocated share of costs and expenses in the budget of all the costs and expenses that are to be allocated to and assessed upon the Townhome Unit owners for such period of time by the Townhome Association. It is the intent of the Condominium Association, Starting 5 and the Townhome Association that, notwithstanding the number of Condominium Units and the number of Townhome Units, the Condominium Association and the Townhome Association shall each have an equal vote in the preparation and approval of each annual Combined Project Budget, as well as an equal vote in the negotiation and determination of all other decisions that may require the joint approval and agreement of the Condominium Association and the Townhome Association pursuant to this Agreement. In the event that the Townhome Association and the Condominium Association are unable to reach a mutual agreement with respect to any issues under this Agreement that require the joint approval and agreement of the Condominium Association and the Townhome Association, then any such unresolved issue shall be referred to the Management

Company (as defined below) as the arbitrator authorized to resolve any such dispute, and the decision of the Management Company shall be binding on both the Condominium Association and the Townhome Association.

5. Management Company. The Condominium Association and the Townhome Association shall negotiate in good faith to select a management company (the “**Management Company**”) that is mutually acceptable to the Condominium Association and the Townhome Association. The Management Company shall be responsible to contract for the services of the appropriate service providers to perform the work to operate, maintain, repair and replace from time to time the Master Meter, private roads, parks and common area amenities and improvements within both the Condominium Property and the Townhome Property for the period of time covered by the Combined Project Budget. The Management Company shall also be responsible to pay to the City and to the other appropriate entities the cost for the culinary water service, the secondary water service, and the sewer service provided to the Condominium Property and the Townhome Property through the Master Meter. The Condominium Association shall have the obligation to pay to the Management Company the portion of the Combined Project Budget costs and expenses that have been allocated to the Condominium Association and the owners of the Condominium Units. The Townhome Association shall have the obligation to pay to the Management Company the portion of the Combined Project Budget costs and expenses that have been allocated to the Townhome Association and the owners of the Townhome Units. The Management Company shall be obligated to provide to the Condominium Association and to the Townhome Association periodic written reports that identify and itemize the cost and expenses incurred by the Management Company to perform the work and to obtain the services that are covered by and included within the Combined Project Budget. To the extent the actual costs and expenses incurred each calendar year to perform the work and to obtain the services that are covered by and included within the Combined Project Budget exceed the amounts allocated for such work and services within the Combined Project Budget, then the Condominium Association and the Townhome Association shall each be responsible to assess and collect from their respective unit owners their respective shares to pay for any such shortfall. To the extent the amounts collected and paid by the Condominium Association and by the Townhome Association for the costs and expenses contemplated by the Combined Project Budget exceed the amounts actually incurred for such costs and expenses during such calendar year, then such excess amounts shall be carried forward and shall be applied to the costs and expenses to be allocated between the Condominium Association and the Townhome Association under the Combined Project Budget for the subsequent calendar year.

6. Termination of the Condominium Declaration. The Condominium Association has represented to Starting 5 and to the Townhome Association that it is the desire and intent of the owners of the Condominium Units within the Condominium Property to cause all of the Condominium Property that is subject to the Utah Condominium Ownership Act, as codified in Chapter 8 of the Title 57 of the Utah Code (the “**Act**”), pursuant to the terms of the Condominium Declaration to be removed from the statutory provisions of the Act, pursuant to Section 57-8-22 of the Act, with the intent that all of the existing Condominium Units within the Condominium Property would cease to be subject to and governed by the Condominium Declaration and the Act and would become individually owned residential townhome units that would be subjected to the terms of the Townhome Declaration. As a result of the removal of the Condominium Units from the effect of the Condominium Declaration and the Act pursuant to Section 57-8-22 of the Act, the

Condominium Declaration would be terminated and extinguished. The Condominium Association, Starting 5 and the Townhome Association desire and intend that the Townhome Declaration would be amended to pertain to the existing Condominium Units after they have been removed from the effect of the Condominium Declaration and the Act as well as to the Townhome Units on the Townhome Property. At such time as the existing Condominium Units, as well as the Townhome Units, become subject to the Townhome Declaration, with the result that the owners of all of the Condominium Units and the owners of all of the Townhome Units become members of the Townhome Association, and with the result that the private roads, the parks, and the common area amenities located on and within the Condominium Property and the Townhome Property as well as the Master Meter become owned by the Townhome Association and become subject to the terms and conditions of the Townhome Declaration, then this Agreement would no longer be necessary, and this Agreement would be terminated and extinguished at the same time that the Condominium Declaration is terminated and extinguished. However, this Agreement shall continue in full force and effect unless and until the Condominium Declaration is terminated and extinguished as provided in this Section 6, and the failure of the owners of the Condominium Units to terminate and extinguish the Condominium Declaration pursuant to this Section 6 shall not constitute an event of default under this Agreement by the Condominium Association, nor shall the Townhome Association nor Starting 5 have the right to cause the Condominium Declaration to be terminated and extinguished.

7. Consideration Payable by Starting 5. As a material inducement for the Condominium Association to execute this Agreement, Starting 5 agrees to pay to the Association: (a) \$10,000 upon the execution of this Agreement, (b) an additional \$15,000 when Starting 5 closes on the sale by Starting 5 to D.R. Horton, Inc. of the Townhome Property, and (c) an additional \$15,000 that would be payable on the earlier to occur of the date that is two years following the execution of the Agreement by all parties or the date when Starting 5 obtains from the City of Saratoga Springs building permits to construct residences on the Plat 3A property (Units 41, 42 and 43), which real property is presently owned by Starting 5. The obligations provided hereunder shall be enforceable against Starting 5's successors in interest to the Townhome Property.

8. Default. Upon a legally sufficient showing of the occurrence of an event of default, a non-defaulting party shall be entitled to all rights and remedies available at law or in equity, except as otherwise limited by the provisions of this Agreement. Any amount payable by any party under this Agreement that is not paid within five (5) business days after any party gives the defaulting party notice that payment has not been timely made shall be delinquent, and such nonpayment shall constitute a default hereunder. In addition to all other remedies at law and in equity for such default, the past due amounts shall bear interest at the rate of ten percent (10%) per annum until paid in full.

9. Effective Date of Agreement. This Agreement shall become effective upon the execution hereof by all parties.

10. Term of This Agreement. The term (the "**Term**") of this Agreement shall be perpetual, unless this Agreement is terminated by the mutual written agreement of the Condominium Association and the Townhome Association.

11. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person, including without limitation, any consultants, contractors or subcontractors, shall have any third party beneficiary rights, express or implied, by virtue of the parties executing this Agreement.

12. No Partnership. Nothing contained in this Agreement shall be deemed to make the parties hereto joint venturers or partners or to create any relationship of principal and agent, but rather the relationship of the parties shall be that of separate independent parties, and no party shall have any authority, express or implied, to commit or bind the other parties without such party's written consent. This Agreement is not intended to create a partnership or joint venture among the parties under Utah law or for state or federal income tax purposes and shall not be so construed. Each party hereby renounces the existence of any form of agency relationship, joint venture or partnership between the parties, and nothing herein shall be construed as creating such relationship between the parties.

13. Governing Law. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of Utah.

14. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect. No provision of this Agreement may be amended, waived, or added except by an instrument in writing signed by the parties hereto.

15. Incorporation of Exhibits. All exhibits referred in this Agreement are incorporated herein by reference.

16. Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single executed original as though all parties had executed the same page.

17. Attorneys' Fees. In the event any party to this Agreement commences arbitration or litigation for damages for the breach of this Agreement, the prevailing party or parties shall be entitled to a judgment against the defaulting party or parties for an amount equal to reasonable attorneys' fees and court costs incurred by the prevailing party or parties.

18. Amendment and Consents. No amendment, modification, supplement, termination or waiver of any provision of this Agreement shall be effective, unless executed in writing by all parties and then only in the specified instance and for the specific purpose given.

19. Notice. Any notice, payment or instrument required or permitted by this Agreement to be delivered to any party shall be deemed to have been received when personally delivered to that party or seventy-two (72) hours following the deposit of the same in any United States Post Office, first class, postage prepaid, return receipt requested, or by fax or e-mail with successful delivery confirmation, addressed as follows:

The Condominium Association: Riverbend Owners Association, Inc.  
 187 West Main Street  
 Lehi, Utah 84043  
 Attention: Jennifer Luce  
 Email: [manager@parker-brown.com](mailto:manager@parker-brown.com)  
 Telephone: 801-766-9998  
 Facsimile: 807-766-9599

The Townhome Association: River Bend Townhomes Owners Association, Inc.  
 11831 North 6260 West  
 Highland, Utah 84003  
 Attention: Gary Trowbridge  
 Email: [gary@solosea.com](mailto:gary@solosea.com)  
 Telephone: 801-372-2389

STARTING 5: Starting 5 L.L.C.  
 11831 North 6260 West  
 Highland, Utah 84003  
 Attention: Gary Trowbridge  
 Email: [gary@solosea.com](mailto:gary@solosea.com)  
 Telephone: 801-372-2389

Notice of change of address shall be given by written notice in the manner set forth in this Section.

20. Covenants Running With Land/Successor of Interest. The Agreement and all rights and obligations contained herein shall be in effect whether or not any or all parties to the Agreement have been succeeded by another entity, and all rights and obligations of the parties' signatory to this Agreement shall be vested and binding on their successors in interest. The rights and obligations established under this Agreement shall constitute covenants that shall run with the land, and shall benefit and shall be binding upon those persons or entities having any right, title, or interest in and to either the Condominium Property or the Townhome Property, respectively, and their respective heirs, successors and assigns. By acceptance of a deed of conveyance or any other instrument granting an interest in any portion of either the Condominium Property or the Townhome Property, each grantee or transferee, including mortgagees taking by foreclosure, consents and agrees to be so bound. Recordation of a deed or other instrument granting an interest shall be conclusive evidence of such acceptance.

21. Force Majeure. The obligation of a party to perform under this Agreement shall be excused during any period of delay caused at any time by reason of acts of god or civil commotion, unanticipated soils conditions, inclement weather, riots, strikes, picketing or other labor disputes, shortages of materials or supplies, or damage to work in progress by reason of fire, acts of terrorism, floods, earthquake, or other casualties, applicable restrictions imposed or mandated by governmental or quasi-governmental entities (including, without limitation, new or supplementary environmental regulations or moratoriums), litigation, acts or negligence of any other party, or any other cause beyond the reasonable control of the affected party. The affected and delayed party shall give written notice to the other parties of any delay hereunder as soon as reasonably possible



supplementary environmental regulations or moratoriums), litigation, acts or negligence of any other party, or any other cause beyond the reasonable control of the affected party. The affected and delayed party shall give written notice to the other parties of any delay hereunder as soon as reasonably possible after the same has been ascertained, and an extension of time for such delay shall be given only for the period of time commencing on the date the delay actually prevents such party from performing its obligations hereunder and ending on the date when such delay ceases to prevent the party from performing its obligations hereunder. This Section shall not apply to, or extend the period of time, for any obligation solely for the payment of money to another party hereunder.

22. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

IN WITNESS WHEREOF, the Condominium Association, Starting 5 and the Townhome Association have caused this Agreement to be executed by officers duly authorized to execute the same as of the dates set forth below.

RIVERBEND OWNERS ASSOCIATION, INC.,  
a Utah nonprofit corporation

By: [Signature]  
Title: Board Member  
Date of Execution: 1/18/18

STARTING 5 L.L.C.,  
a Utah limited liability company

By: [Signature]  
Title: Member  
Date of Execution: 1-18-18

RIVER BEND TOWNHOMES OWNERS  
ASSOCIATION, INC.,  
a Utah nonprofit corporation

By: [Signature]  
Title: Director  
Date of Execution: 1-18-18

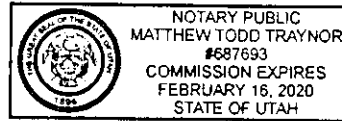
STATE OF UTAH )  
 : ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of January 2018, by George Johnson, in such person's capacity as the Board Member of River Bend Owners Association, Inc., a Utah nonprofit corporation.

[Signature]  
Notary Public  
Residing at: 1976 E Red Oak Rd, Eagle Mtn, 84005

My Commission Expires:

Feb 16, 2020



STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January 2018, by \_\_\_\_\_, in such person's capacity as the \_\_\_\_\_ of Starting 5 L.L.C., a Utah limited liability company.

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

My Commission Expires:

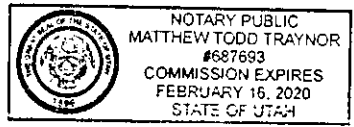
\_\_\_\_\_

STATE OF UTAH )  
 : ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of January 2018, by George Johnson, in such person's capacity as the Board Member of River Bend Owners Association, Inc., a Utah nonprofit corporation.

[Signature]  
Notary Public  
Residing at: 1976 E. ParOak Rd. Eagle Mtn, UT 821005

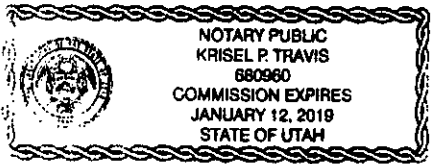
My Commission Expires:  
Feb 16, 2020



STATE OF UTAH )  
 : ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 18 day of January 2018, by Gary Trankridge, in such person's capacity as the Member of Starting 5 L.L.C., a Utah limited liability company.

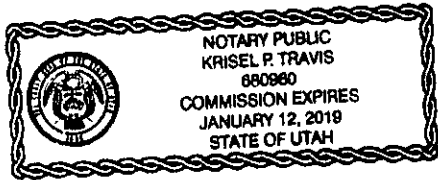
[Signature]  
Notary Public  
Residing at: London, UT



My Commission Expires:  
Jan. 12, 2019

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 18 day of January 2018, by Gary Trowbridge, in such person's capacity as the Manager Director of River Bend Townhomes Owners Association, Inc., a Utah nonprofit corporation.



[Signature]  
Notary Public  
Residing at: London, UT

My Commission Expires:  
Jan. 12, 2019

**EXHIBIT A**  
**TO**  
**JOINT USE, MAINTENANCE AND COST SHARING AGREEMENT**

**Legal Description of the Condominium Property**

Those certain parcels of real property located in Utah County, Utah more particularly described as follows:

Phase 1

Redwood road parcel: Beginning at a point on a fence line located North 00°37'34" East 2041.07 feet along the longitudinal mid-section line and East 41.74 feet from the South 1/4 corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°23'05" East 381.31 feet along a fence; thence along a fence on the South line of the shinsel property South 89°22'26" East 65.51 feet; thence South 00°23'05" West 381.31 feet; thence North 89°22'26" West along said North line of hatch investments property and a fence line 65.51 feet to the point of beginning.

Containing 24,980 square feet or 0.5735 acres, more or less.

Phase 1 parcel: Beginning at a point that is East 499.53 feet and North 2036.19 feet from the South 1/4 corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°23'05" East, a distance of 381.31 feet; thence South 89°22'26" East, a distance of 78.96 feet; thence South 29°38'22" East, a distance of 92.40 feet; thence South 18°05'12" East, a distance of 36.00 feet; thence South 00°03'48" East, a distance of 78.38 feet; thence South 89°45'43" East, a distance of 168.23 feet; thence South 00°01'50" West, a distance of 78.17 feet; thence South 27°34'06" East, a distance of 40.85 feet; thence South 00°38'27" West, a distance of 76.00 feet; thence North 89°22'26" West, a distance of 324.73 feet to the point of beginning.

Containing 83,033 square feet or 1.9062 acres, more or less.

The basis of bearings for this survey is North 89°48'45" East between the Southwest corner and the South 1/4 corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian, as shown. Based on the Utah state plane coordinate system. (NAD27, Utah central zone).

Together with  
Phase 2

Beginning at a point located North 00°37'34" East 2041.07 feet along the longitudinal mid-section line, East 615.69 feet, and North 182.77 feet from

the South 1/4 corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian;

thence North 00°03'48" West, a distance of 78.38 feet; thence North 18°05'12" West, a distance of 36.00 feet; thence North 29°38'22" West, a distance of 92.40 feet; thence South 89°22'26" East, a distance of 250.64 feet; thence South 00°37'34" West, a distance of 76.00 feet; thence South 89°22'26" East, a distance of 143.04 feet; thence South 00°37'34" West, a distance of 36.00 feet; thence South 00°01'38" West, a distance of 77.39 feet; thence North 89°58'22" West, a distance of 167.21 feet; thence North 89°45'43" West, a distance of 168.23 feet to the point of beginning.

Containing 56,190 square feet or 1.2899 acres, more or less.

The basis of bearings for this survey is North 89°48'45" East between the Southwest corner and the South 1/4 corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian, as shown. Based on the Utah state plane coordinate system. (NAD27, Utah central zone)

Together with  
Phase 3A

A parcel of land situated in the Southeast 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 on the River Bend Phase 2 plat boundary as described in the River Bend Phase 2 subdivision plat as recorded as Entry 12407 in the Utah County Recorder's Office, said point being on the Northerly right of way line of River Bend Road, said point also being East 499.53 feet and North 2036.19 feet and South 89°22'26" East 331.32 feet and North 305.32 feet from the South quarter corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence along said Phase 2 boundary North 00°37'34" East 76.00 feet to a point on the South line of the Jordan Ridge Condo Phase 2 plat recorded as Entry 2013-18466 in the Official Records of the Utah County Recorder's Office. Thence along said South line South 89°22'26" East 108.29 feet; thence South 00°37'34" West 76.00 feet to a point on said River Bend Phase 2 plat boundary and the North right of way line of River Bend Road, thence North 89°22'26" West along said right of way line 108.29 feet to the point of beginning.

**EXHIBIT B  
TO  
JOINT USE, MAINTENANCE AND COST SHARING AGREEMENT**

**Legal Description of Townhome Property**

Those certain parcels of real property located in Utah County, Utah more particularly described as follows:

Phase 3B

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 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 THE SOUTHEAST CORNER OF RIVER BEND PHASE 2 PLAT AS DESCRIBED IN THE RIVER BEND PHASE 2 SUBDIVISION PLAT AS RECORDED AS ENTRY 12407 IN THE UTAH COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING EAST 499.53 FEET AND NORTH 2036.19 FEET AND SOUTH 89°22'26" EAST 473.94 FEET AND NORTH 191.93 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID PHASE 2 BOUNDARY THE FOLLOWING THREE (3) COURSES; 1) NORTH 00°01'38" EAST 77.39 FEET; 2) NORTH 00°37'34" EAST 36.00 FEET; 3) NORTH 89°22'26" WEST 34.76 FEET TO THE SOUTHEAST CORNER OF RIVER BEND PHASE 3A; THENCE ALONG SAID PHASE 3A BOUNDARY NORTH 00°37'34" EAST 76.00 FEET TO A POINT ON THE SOUTH LINE OF THE JORDAN RIDGE CONDO PHASE 2 PLAT RECORDED AS ENTRY 2013-18466 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDERS OFFICE. THENCE ALONG SAID SOUTH LINE SOUTH 89°22'26" EAST 682.40 FEET; THENCE SOUTH 47°36'40" WEST 270.74 FEET; THENCE NORTH 89°58'22" WEST 448.90 FEET TO THE POINT OF BEGINNING.

Together with  
Phase 4

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 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 THE SOUTHEAST CORNER OF RIVER BEND PHASE 1 AS DESCRIBED IN THE RIVER BEND PHASE 1 SUBDIVISION PLAT AS RECORDED AS ENTRY 12343 IN THE UTAH COUNTY RECORDER'S OFFICE, SAID POINT BEING EAST 499.53 FEET AND NORTH 2036.19 FEET AND SOUTH 89°22'26" EAST 324.73 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1

WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID PHASE 1 BOUNDARY THE FOLLOWING THREE (3) COURSES; 1) NORTH 00°38'27" EAST 76.00 FEET; 2) NORTH 27°34'06" WEST 40.85 FEET; 3) NORTH 00°01'50" EAST 78.17 FEET TO A POINT ON THE SOUTH LINE OF THE RIVER BEND PHASE 2 SUBDIVISION BOUNDARY AS RECORDED AS ENTRY 12407 IN THE UTAH COUNTY RECORDER'S OFFICE. THENCE ALONG SAID SOUTH LINE SOUTH 89°58'22" EAST 167.21 FEET; THENCE LEAVING SAID BOUNDARY, SOUTH 89°58'22" EAST ALONG THE SOUTH LINE OF THE RIVER BEND PHASE 3B BOUNDARY 448.90 FEET TO THE WESTERLY LINE OF RIVER BEND PHASE 5; THENCE SOUTH 47°36'40" WEST ALONG SAID WESTERLY LINE 251.48 FEET; THENCE SOUTHWESTERLY, 39.24 FEET ALONG THE ARC OF A 338.50 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 50°55'57" WEST 39.22 FEET); THENCE NORTH 89°22'26" WEST 381.92 FEET TO THE POINT OF BEGINNING.

Together with  
Phase 5

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 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 THE SOUTHEAST CORNER OF RIVER BEND PHASE 4 AS DESCRIBED IN THE RIVER BEND PHASE 4 SUBDIVISION PLAT AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE, SAID POINT BEING EAST 499.53 FEET AND NORTH 2036.19 FEET AND SOUTH 89°22'26" EAST 706.65 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID PHASE 4 BOUNDARY, NORTHEASTERLY 39.24 FEET ALONG THE ARC OF A 338.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 50°55'57" EAST 39.22 FEET; THENCE NORTH 47°36'40" EAST 522.22 FEET TO THE SOUTH LINE OF JORDAN RIDGE CONDO PHASE 1 RECORDED AS ENTRY 2011-34400 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER'S OFFICE; THENCE SOUTH 89°22'26" EAST ALONG SAID SOUTH LINE 387.13 FEET; THENCE SOUTH 43°42'34" WEST 113.12 FEET; THENCE SOUTH 47°03'34" WEST 200.67 FEET; THENCE SOUTH 54°09'34" WEST 214.37 FEET; THENCE SOUTH 57°23'34" WEST 60.17 FEET; THENCE NORTH 89°22'26" WEST 353.76 FEET TO THE POINT OF BEGINNING.