After Recording Return To:

Scott Bates, Esq.
445 East 200 South – Suite 130
SLC, UT 84111

SHARED ROADWAY
MAINTENANCE & EASEMENT AGREEMENT

This Shared Roadway Maintenance & Easement Agreement (the "Agreement") is dated as set forth below by and Bandanna Ranch Homeowner's Association ("Bandanna Ranch"); and Oak Hills Ranch, LLC and its assigns as the owner and developer (the "Developer") of such property described herein, collectively referred to as the "Parties" and is deemed effective subject to the terms contained herein upon full execution by the Parties.

RECITALS

1. The Developer is a property owner in Fruitland, Duchesne County, State of Utah.

2. The property subject to this Agreement is described in Exhibit A as Exhibit A Properties. Exhibit A contains a legal description and draft minor subdivision plat map for reference (the "Map") depicting ten (10) lots and other property owned by Developer that may in the future be the subject of a minor subdivision of ten (10) additional lots to which the terms, conditions, rights, privileges and obligations of this Agreement shall apply.

3. However, this Agreement does not take full force and effect, and shall not be recorded, unless and until the Map (in its final form) is approved by Duchesne County as a recordable plat map. For clarification purposes of the terms contained herein below, Developer, its successors and assigns, shall not be obligated to pay any payments or assessments stated herein until Duchesne County approves the Map and it is recorded and this Agreement is recorded.

4. The Developer intends to convey from time to time, each of the Exhibit A Properties, to third parties. Such third parties shall be known after conveyance as the "Exhibit A Property Owners". Exhibit A Property Owners shall use the properties for camping hunting and part- or full-time residential purposes and/or other purposes as approved by the Duchesne County.

5. For the avoidance of doubt, a conveyance or transfer by any means of any or all of the Exhibit A Properties from the Developer to a subsequent developer or from a Developer to any person(s) for the purposes of resale is also a Developer as described in this Agreement and therefore is not an Exhibit A Property Owner.

6. Bandanna Ranch is the owner of certain existing roads further defined below and referred to herein as the "Easement Roads" or "Roadways" located within the Bandanna Ranch subdivision which must be used to access Exhibit A Properties.

7. The Parties recognize and acknowledge the existing prescriptive easement and/or easement by necessity to the Exhibit A Properties via the Easement Roads in favor of the Developer and Exhibit A Property Owners and their successors.

8. Because the Exhibit A Property Owners will cause additional wear and tear on the Easement Roads, this Agreement is established for use of the Bandanna Ranch roads in favor of the Developer and Exhibit A Property Owners and creates a cost sharing obligation for the care and maintenance of the Easement Roads to begin upon the completion of all of the following: (1) approval of the Map as a recordable minor subdivision plat map by Duchesne County; (2) recording of the Map; and (3) a recording of this Agreement in favor of the Developer and Exhibit A Property Owner(s) for the purpose of accessing and developing and building on the Exhibit A Properties by ingress and egress on the Easement Roads.

9. Bandanna Ranch is agreeable and wishes to memorialize certain easements and rights-of-way on the Roadways for the purpose of ingress and egress to and from the Exhibit A Properties.

10. The Parties have determined that it is in their mutual interests to have an executed and recorded agreement for ingress/egress and sharing the costs of maintenance and repair of the Easement Roads.

11. As stated above, this Agreement shall be binding upon Developer and Exhibit A Properties and Bandanna Ranch beginning upon approval of the Map by Duchesne County, recording of the Map and the recording of this Agreement.

NOW THEREFORE, in consideration of their mutual promises and intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. Grant of Roadway Easement. Bandanna Ranch hereby establishes a Roadway Easement, and, in connection therewith hereby grants to Developer and upon conveyance by the Developer of an Exhibit A Property grants to an Exhibit A Property Owner for use by them, their successors, visitors, guests, licensees, agents, assigns and contractors, a permanent, non-

exclusive easement, to, from, upon, over and across all roads (the "Easement Roads" or "Roadways") within Bandanna Ranch for the purposes of both vehicular and pedestrian access, ingress and egress, and associated development and construction of and on and to Exhibit A Properties so long as the terms of the Agreement are met by 1) the respective Exhibit A Property Owner or 2) the Developer so long as the Developer owns any of the Exhibit A Properties. The Roadways of Bandanna Ranch are further described in the Bandanna Ranch Plat Map recorded as _____.

2. Sharing of Costs and Expenses. Bandanna Ranch and the Exhibit A Property Owners shall share the expenses for the maintenance, repair, replacement, snow removal and all other reasonable and normal expenses related to regular wear and tear associated with Roadways within Bandanna Ranch (hereafter "assessment" as defined below); such maintenance standard to be based on roads of a similar location, nature and design and the current condition of the Roadways.

Bandanna Ranch shall be responsible to maintain the Roadways and keep the Roadways in good condition and repair as a roadway and passageway for vehicular and pedestrian traffic.

Each Exhibit A Property Owner, by acceptance of a deed conveying any Exhibit A Property, whether or not so expressed in the deed or other conveyance, and upon recording of this Agreement in Duchesne County, UT, shall be deemed to have agreed to pay Bandanna Ranch an amount which shall not exceed the minimum lot assessment levied to the Bandanna Ranch members for a 5-acre lot ("Assessment"). Bandana Ranch's Board shall levy and collect on an annual basis (or other periodic basis as may be determined by the Board) the Assessment. Any Exhibit A Property Owner may prepay one or more installments of any Assessment, without premium or penalty. No Exhibit A Property Owner may exempt itself from liability for Assessments by abandonment of any Exhibit A Property owned by such Owner.

Exhibit A Property Owners shall not have any of the other rights and privileges as Bandanna Ranch members have including but not limited to holding executive or administration positions, or having voting rights, use of common areas or other amenities, garbage collection, etc.

The Exhibit A Property Owners shall also be subject to a special assessment for road maintenance and repairs, in no greater amount than required of Bandanna Ranch members, if such special assessment is duly approved by Bandanna Ranch's Board.

The terms, conditions and obligations contained in this paragraph 2 shall apply to Developer until Exhibit A Properties are conveyed to Exhibit A Property Owners.

3. Impact Fee. In addition to the Assessment payable annually by the Developer or Exhibit A Property Owner, as applicable, upon approval of the Map by Duchesne County and its recording, Developer shall pay a one-time up front total fee of $5,000 for the ten (10) phase one Exhibit A Properties (Five Hundred Dollars ($500.00) per phase one Exhibit A Property) upon approval and recording of the Map (the "First Impact Fee"). In the event that Developer causes a minor subdivision plat map for an additional ten (10) phase two Exhibit A Properties to be approved by Duchesne County and recorded, upon such recording Developer shall pay an

additional one-time up front total fee of $5,000.00 for the ten (10) phase two Exhibit A Properties (Five Hundred Dollars ($500.00) per phase two Exhibit A Property) (the "Second Impact Fee") The Parties expressly acknowledge and agree that the First Impact Fee (and Second Impact Fee, if applicable) fully compensate Bandanna Ranch for the increased use, wear and tear and maintenance to the Roadways during development and for an amount equal to the upfront payment of one year of Assessment for each Exhibit A Property attributable to maintenance of the Roadways.

4. Future Development. In the event Developer undertakes any future minor subdivisions of the Exhibit A Property exceeding the ten (10) phase one and the ten (10) phase two Exhibit A Properties, the Parties expressly acknowledge and agree that Developer shall negotiate a separate shared roadway maintenance and easement agreement with Bandanna Ranch at such time and that the terms, privileges, rights and obligations set forth in and provided by this Agreement shall not apply to any such future minor subdivision undertaken by Developer.

5. Effect of Non-Payment of Road Assessments. Bandanna Ranch shall have each and every remedy for collection of assessments in case of delinquency against an Exhibit A Property Owner and Developer as provided in the Utah Community Association Act, Utah Code Title 57, Chapter 8a, as amended from time to time, and the provisions of the Act shall be deemed to be fully set forth herein when required by such Act in order to exercise any such remedy.

The Assessment stated herein, including attorneys' fees incurred for collection, shall be a charge and continuing lien upon each of the Exhibit A Properties against which the assessment or charge is made in accordance with the terms and provisions of this Agreement and shall be construed as a real covenant running with the land. Assessments imposed under this Agreement, together with late charges and interest at a rate to be established by the Bandanna Ranch's Board, not to exceed the maximum permitted by law, and costs and reasonable attorneys' fees incurred or expended by Bandanna Ranch in the collection thereof (whether or not a lawsuit is initiated), shall also be the personal obligation of the Developer and Exhibit A Property Owners. In a voluntary conveyance, the grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the unpaid assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee

Bandanna Ranch's attorney is appointed trustee for the purpose of exercising the power of sale in connection with non-judicial foreclosures as provided in Title 57, Chapter 1, Utah Code and made applicable hereto by Title 57, Chapter 8a, Utah Code Ann., as may be amended from time to time.

6. Damage to the Easement Roads. In the event that a particular Party or Appendix A Property Owner hereto, including a member, owner, guest, invitee, vendor, contractor or employer/employee or similar person or entity damages any portion of the Easement Roads

beyond regular wear and tear, the responsible Party to this agreement who engaged or has authority and/or jurisdiction over the offending party, shall be responsible to restore the Easement Roads to the condition it was prior to any such damage.

7. Binding Effect. This Agreement shall not be modified except in writing signed by the parties, their successors or assigns. This Agreement and its obligations and benefits shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IT WITNESS WHEREOF, the Parties have executed this Agreement on this 7th day of August, 2021.

BANDANNA RANCH HOMEOWNER'S ASSOCIATION

8-7-21
By: President
Its:

8.7.21
VICE PRESIDENT

8/7/21 TREASURER

8/7/21 TRUSTEE AT LARG

OAK HILLS RANCH, LLC Annette Johnson-Secretary 8/7/21

8/8/21
By: OAK HILLS RANCH LLC
Its: MANAGER

EXHIBIT A

PROPERTIES

Draft Minor Subdivision Plat Map