

After Recording Return To:

RICHARDS LAW, PC
2040 E. Murray Holladay Rd., Suite 106
SLC, UT 84111

SHARED ROADWAY MAINTENANCE & EASEMENT AGREEMENT

This Shared Roadway Maintenance & Easement Agreement is dated as set forth below by and Bandanna Ranch Homeowner's Association ("Bandanna Ranch"); and The Highlands at Thunder Ridge, LLC and their successors and assigns as the owner and developer (the "Developer") of such property described herein, collectively referred to as "the Parties" and is deemed effective upon full execution by all 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, hereafter known as Exhibit A Properties. Exhibit A contains a written legal description and draft Map for reference.
3. However, this Agreement does not take force and effect, and shall not be recorded, unless and until the Map is approval by Duchesne County of the Plat Map as described on Exhibit A. For clarification purposes of the terms below, Developer, its successors and assigns, shall not be obligated to pay any assessments stated herein until after approval of the Plat.
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 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 only 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 roads ("Easement Roads") 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.
8. Because the Exhibit A Property Owners will cause additional wear and tear on the Easement Roads, this agreement is established of the Bandanna Ranch roads in favor of the 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) the conveyance of an Exhibit A Property by the Developer to an Exhibit A Property Owner and (2) a recording of this easement Agreement in favor of the Exhibit A Property Owner(s) for the purpose of accessing the Exhibit A Property on the Easement Roads. Developer agrees to the recording of this Agreement on all Exhibit A properties.
9. Bandanna Ranch is agreeable and wishes to memorialize certain easements and rights-of-way on the Bandanna Ranch Subdivision's roads 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 Shared Roadway Maintenance & Easement Agreement shall be binding upon an Exhibit A Property beginning upon conveyance of the Property to an Exhibit A Property Owner.
12. NOW THEREFORE, in consideration of their mutual promises and intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. Roadway Easement. Bandanna Ranch hereby establishes a Roadway Easement, and, in connection therewith shall grant upon conveyance by the Developer of an Exhibit A Property to an Exhibit A Property Owner ("Exhibit A Property Owners"), such easement 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 Homeowner's Association ("Association") for the purposes of both vehicular and pedestrian access, ingress and egress 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 Properties. The Roadways of the Association are further described in the Plat Map recorded as _____.

2. Recording of Plat Map. Developer agrees to promptly inform Bandanna Ranch when the Map is recorded. Developer's obligations under this agreement begin upon the recording of the Map irrespective of when Bandanna Ranch is notified.

3. 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 "assessments"); such maintenance standard to be based on roads of a similar location, nature and design and the current condition of the Roadways.

The Association 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, Utah on said Property, shall be deemed to have agreed to pay the Association an amount which shall not exceed the minimum lot assessment levied to the Association members for a 5 acre lot ("Assessment").

The Association'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 Lot owned by such Owner. However, if an Exhibit A Property Owner combines two or more Exhibit A Properties into one Property and such combination is (1) approved by Duchesne County and (2) is subsequently on the tax rolls as one parcel, then such combined Property shall be Assessed and defined as one Property or Lot in this Agreement.

Exhibit A Property Owners shall have all rights and privileges as if an Association member with the exception of holding executive or administration positions, or having voting rights.

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 Association members, if such special assessment is duly approved by the Association.

4. Effect of Non-Payment of Road Assessments. The Association shall have each and every remedy for collection of assessments in case of delinquency against an Exhibit A Property Owner 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 Association's Board, not

to exceed the maximum permitted by law, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof (whether or not a lawsuit is initiated), shall also be the personal obligation of the 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

The Association'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.

5. 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. If the responsible party fails to restore the Easement Roads, they are liable to Bandanna Ranch for any costs it incurs to restore the Easement Roads.

6. Binding Effect and Enforcement. 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. In the event this Agreement is enforced in a court of law or mediation or arbitration, the prevailing party shall be entitled to its attorney fees.

IT WITNESS WHEREOF, the Parties have executed this Agreement on the dates below, which may be executed in counterparts.

BANDANNA RANCH HOMEOWNER'S ASSOCIATION

By: V. Lee Rudell
Its: President - BRHOA

Date: Jan 16, 2018

THE HIGHLANDS AT THUNDER RIDGE, LLC

By: Tracy Livingston
Its: manager

Date: Jan 17, 2018

EXHIBIT A
PROPERTIES

Legal Description

Lots 1, 2, and 3 of the Strawberry Mountain Minor Subdivision according to the official plat thereof on file and of record with the Duchesne County, the "Plat". Parties acknowledge that as of the date of this agreement, the unapproved plat is not filed or recorded and is included herein as Reference.

