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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
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BY: eCASH, DEPUTY - EF 24 P.

**DECLARATION OF RECIPROCAL EASEMENTS**

**LOCATED IN SALT LAKE COUNTY, UTAH**

**AFTER RECORDING PLEASE RETURN TO:**

**Kirton McConkie P.C.  
Loyal Hulme  
50 East South Temple, Suite 400  
Salt Lake City, Utah 84111**

919734-A

4828-4078-0166

**Ent 12968466 BK 10770 PG 1920**

## **DECLARATION OF RECIPROCAL EASEMENTS**

This Declaration of Reciprocal Easements (this "Declaration") is made and executed by DANSIE LAND, LLC ("Declarant") and joined and consented to by (a) RICHARD P. DANSIE, SUCCESSOR TRUSTEE OF THAT CERTAIN IRREVOCABLE LIVING TRUST DATED MARCH 20, 1982, also known as the Jesse H. Dansie Trust, which consists of two trusts: No. One known as the "Home Trust" and No. Two known as the "Ranch Trust," as disclosed by a Declaration of Trust Recorded March 15, 1990, in the official records of Salt Lake County as Entry No. 4893091, in Book 6205 at Page 696 (the "Jesse Dansie Trust"), (b) RICHARD P. DANSIE and DIXIE M. DANSIE, husband and wife as joint tenants ("Richard and Dixie"), (c) Richard P. and Dixie M. Dansie Trust under Trust dated April 17, 2009 (the "Richard and Dixie Trust"), (d) RICHARD P. DANSIE, SPECIAL TRUSTEE OF THE JESSE RODNEY DANSIE LIVING TRUST (also shown of record as the J. RODNEY DANSIE LIVING TRUST) DATED SEPTEMBER 29, 2009 (the "Rodney Dansie Trust"), (e) JOYCE M. TAYLOR ("Joyce"), and (f) BONNIE PARKIN ("Bonnie" and, together with Dansie Land, the Jesse Dansie Trust, Richard and Dixie, the Richard and Dixie Trust, the Rodney Dansie Trust, and Joyce, the "Current Owners").

### **RECITALS**

A. This Declaration affects that certain real property located in Herriman City (the "City"), Salt Lake County, Utah described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. The Declarant owns or has specific rights with respect to the Property, including, without limitation, the right to file this Declaration.

C. The Current Owners (other than Dansie Land) are joining in the execution of this Declaration for the sole purpose of consenting to the execution, delivery, and recordation of this Declaration against the portions of the Property owned by such Owners.

D. The Property is subject to that certain Master Development Agreement for Hidden Oaks by and between Declarant and the City dated August 15, 2018 and recorded with the Salt Lake County Recorder as document number 12831633, in Book 10704 at Page 934 on August 17, 2018 (the "MDA").

E. The Property has been or will be subdivided initially into parcels that do not include individually developed lots as permitted by the MDA and subsequently subdivided into individually developable lots that will be subject to the terms and conditions set forth in the MDA, including certain limitations on lot sizes and number of units and certain design guidelines (the "Design Guidelines") more fully set forth therein.

F. It is the intent of the Declarant that this Declaration will be binding upon all real property constituting and all current and future owners of all or any portion of the Property (other than the City from and after public dedication of roads and Open Space).

G. Declarant intends to sell to various purchasers the fee title to the portions of the Property that will thereafter be developed by such purchasers who will then sell individual Lots to residential end-users.

H. The development of the Property and the construction of the improvements thereon have been or is to be performed in accordance with the Design Guidelines approved by the City and attached to the MDA, as the same may be amended from time to time as provided in the MDA.

I. Declarant desires to provide a conceptual general plan and design scheme for the development of the Property and for the establishment of easements to assist the owners in efficiently and effectively developing the Property and protecting the value of this historic area, all in accordance with the provisions of this Declaration.

J. The development of the Property will occur in stages and Declarant desires to enter into this Declaration to cause the orderly development of the Property and to facilitate cooperation amongst the various developers of the Property.

K. The Declarant desires, by filing this Declaration, to submit the Property and all improvements now or hereafter constructed thereon to the provisions set forth below, which shall constitute equitable servitudes and shall run with the land.

## **AGREEMENT**

NOW, THEREFORE, for the reasons recited above, the Declarant hereby makes the following covenants, conditions and restrictions, and reservations of easement.

## **ARTICLE 1**

### **DEFINITIONS**

The following definitions shall apply to this Declaration:

1. City shall have the meaning given such term in the Recitals.
2. Conceptual Plan shall mean and refer to the Conceptual Plans attached hereto as Exhibit B, which Conceptual Plans may be amended from time to time in connection with approval of a Final Plat for one or more of the Pods, in the Owner of such Pod's sole but commercially reasonable discretion, as further set forth herein.

3. Current Owners shall have the meaning given such term in the preamble to this Declaration.

4. Declaration shall mean and refer to this Declaration of Reciprocal Easements.

5. Declarant shall mean and include Dansie Land, LLC and its designated successors and assigns.

6. Design Guidelines shall mean and refer to any design guidelines required by the City as set forth in the MDA

7. Developer shall mean and refer to any Person who is developing or desires to develop any portion of the Property in accordance with the MDA. A Developer may or may not be an Owner.

8. Final Plat shall mean and refer to any Final Plat or Plats relating to all or any portion of the Property on file in the Office of the County Recorder.

9. Flood Plain Realignment Plan shall have the meaning given such term in Article 3, Section 1.

10. Home shall mean and refer to a dwelling, residence, or home constructed upon a Lot.

11. Lot shall mean and refer to a lot as shown on the Final Plat. Each Lot shall be assigned a separate parcel number or tax identification number by the appropriate governmental agency. A Lot will include all mechanical equipment and appurtenances located (a) within any one Lot or (b) located without the Lot but designated and designed to serve only that Lot such as electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like shall be considered part of the Lot; so shall all decorated surfaces of interior walls, floors, and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows and window frames, doors and door frames, trim, carpeting, tile and linoleum; all pipes, wires, conduits, or other utility lines or installations constituting a part of the Lot or serving only the Lot; and any structural members, parts, components, or any other property of any kind, including fixtures or appliances within any Lot, which are removable without jeopardizing the integrity, soundness, safety, or usefulness of the remainder of the Building within which the Lot is located shall be deemed to be a part of the Lot.

12. MDA shall have the meaning given such term in the Recitals.

13. Mortgage shall mean and refer to any mortgage, deed of trust, or other security instrument (including the seller's rights under a contract for deed) by which a Lot or any part thereof or interest therein is encumbered. A First Mortgage is a Mortgage having priority as to all other Mortgages encumbering a Lot, or any part thereof or interest therein.

14. Mortgagee shall mean and refer to any person or entity named as the mortgagee, beneficiary, or holder of the seller's interest (so long as a copy of the contract for deed is given to the Association) under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage. A First Mortgagee shall mean and refer to any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage. Any and all Mortgagee protections contained in this Declaration shall also protect the Declarant as the holder of a First Mortgage of a Lot or any interest therein.

15. Office of the County Recorder or County Recorder shall mean and refer to the Office of the County Recorder of Salt Lake County, Utah.

16. Open Space shall have the meaning given such term in the MDA.

17. Other Pod shall mean as to any individual Pod, any other Pod located on the Property. For the avoidance of doubt, in the event that any Pod (as defined in the MDA) is only partially owned by an Owner, the portion of such Pod (as defined in the MDA) that is not owned by such Owner shall be deemed an Other Pod for purposes of this Agreement.

18. Other Pod Owner shall mean the Owner of any Other Pod.

19. Owner shall mean: (i) as to any Pod or any other portion of the Property other than an individual Lot, a Person who is the owner of a fee or an undivided fee interest in such Pod or other portion of the Property, and (ii) as to any Lot, a Person who is the owner of a fee or an undivided fee interest in a Lot, in each case excluding a Mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

20. Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

21. Pod shall mean each Pod (as defined in the MDA), as reflected on the Preliminary PUD (as defined in the MDA), each Capital Improvement Road (as defined in the MDA), and any Open Space. In the event that any Pod (as defined in the immediately preceding sentence) is only partially owned by an Owner, the portion owned by such Owner shall be a separate Pod for purposes of this Agreement.

22. Property shall have the meaning given such term in the Recitals.

23. Remediation Plan shall have the meaning given such term in Article 3, Section 1.

24. Remediation/Flood Plain Work means any access or work performed by a Pod Owner upon any Other Pod pursuant to the easement granted in Section 1(b) of Article 3 of this Declaration.

## ARTICLE 2

### TERM

1. Effective Date. This Declaration shall take effect upon recording in the office of the County Recorder.

2. Duration. Unless earlier terminated as provided herein or by Declarant, the easements granted in this Declaration shall endure for a term of twenty (20) years from the date this Declaration is recorded, after which time said easements shall be automatically extended for successive periods of ten (10) years.

3. Automatic Termination of this Declaration. Notwithstanding anything to the contrary in paragraph 2 of this Article 2, this Declaration shall terminate concurrently with the termination of the MDA.

## ARTICLE 3

### RECIPROCAL EASEMENTS

1. Easements Generally. Each Owner of a Pod hereby grants and conveys to each Other Pod Owner and their successors and assigns as property owners of such Other Pod(s), non-exclusive and perpetual easements to (a) access and utilize (1) all roadways constructed by such Owner from time to time upon such Pod, which roadways may serve (in each Other Pod Owner's discretion) as primary and/or secondary access, ingress and egress to the Other Pod(s) owned by such Other Pod Owner, as well as temporary and/or emergency access, ingress and egress to or from such Other Pod(s) for construction and/or other related purposes, and (2) all major utility lines (including, without limitation, culinary water, sewer, storm drain, power, gas, telephone, and cable lines) constructed by such Owner from time to time upon such Pod, which utilities may service (either temporarily or permanently in each Other Pod Owner's discretion) all or portions of the Other Pod(s), as contemplated pursuant to development plans approved by the City and/or other applicable public service providers from time to time; and (b) access and improve and/or remediate, as applicable, any non-developed and non-remediated areas in any Other Pod to the extent reasonably necessary to (1) prevent any existing environmental contamination as described in that certain Hidden Oaks Remediation Work Plan, dated November 29, 2018, prepared by Cardno, Inc. and subsequently accepted by the City of Herriman on or about December 10, 2019 (the "Remediation Plan"), on any Other Pod from migrating to the accessing Owner's Pod; and/or (2) cause the drainage from any Other Pod to be channeled at the entry point of the realigned Butterfield Creek (as realigned consistent with that certain CLOMR application identified as FEMA Case Number is 18-08-1159R Butterfield Creek (together with any other governmental or quasi-governmental permits or other

approvals and work plans related thereto, collectively, the “Flood Plain Realignment Plan”)) onto the accessing Owner’s Pod such that the accessing Owner’s Pod can satisfy the conditions precedent to the issuance of the Letter of Map Revision for such Pod as contemplated by the Flood Plain Realignment Plan. In all events, (i) the easement for access, ingress and egress described in this Section shall include access at the fixed points of ingress and egress depicted on the Conceptual Plans, and in no event shall such fixed points be subject to change, (ii) the easement for use of the utility lines described in this Section shall include customary utility lines running beneath the roadways identified on the Conceptual Plans, and (iii) all Remediation/Flood Plain Work shall be done in strict compliance with both the Remediation Plan and the Flood Plain Realignment Plan, in each case subject to and in accordance with this Section.

2. Construction by an Other Pod Owner upon an Owner’s Pod. In the event that an Other Pod Owner desires to construct or use the roadways and utility lines generally described and/or shown on the Conceptual Plans (as the same may have been amended) or to perform any Remediation/Flood Plain Work, in each case in accordance with the rights granted herein, prior to construction, improvement or remediation of same by the Owner of the Pod upon which same are to be located, such Other Pod Owner shall have the right to construct and install such roadways and utility lines on the Owner’s Pod and/or perform the Remediation/Flood Plain Work, provided (a) the roadways include at least two lanes and shall be constructed in the locations shown on the Conceptual Plans, as the same may have been amended, (b) the roadways and utility lines shall be improved in accordance with plans and specifications approved by the City, or the applicable governing body, and which plans and cost estimates shall also be approved by the Owner in writing (which approval shall not be unreasonably withheld, conditioned or delayed), (c) all Remediation/Flood Plain Work shall be performed in strict compliance with both the Remediation Plan and the Flood Plain Realignment Plan, and (d) all costs of construction and installation of such roadways and utility lines constructed and all Remediation/Flood Plain Work performed upon, through or under the Owner’s Pod pursuant to the terms of this Declaration shall be reimbursed to such Other Pod Owner, as applicable, by such Owner (or the then current Owner of the subject Pod) on a phase-by-phase basis at the time such Owner (or the then current Owner of the subject Pod) (i) with respect to the roadways and utility lines, connects each such phase into such roadways and/or utility lines and (ii) with respect to any Remediation/Flood Plain Work, upon the earlier to occur of (1) such time as the Owner commences its own improvement and remediation work on such Pod, and (2) upon receipt of a final plat including the applicable Pod, provided that no reimbursement shall be made for (x) connecting currently constructed improvements or phases, (ii) the upsizing costs associated with such utility lines, if any upsizing is required for such lines to service the Other Pod(s), or (y) any increased cost for the Owner to perform the improvement or remediation work beyond what would reasonably have been incurred by that Owner had the Other Pod Owner not performed the Remediation/Flood Plain Work on the applicable Pod. In all events, any reimbursement received for the curb-to-curb construction of any Capital Improvement Road (as defined in the MDA) shall only be received through impact fees, and each Owner, by its acceptance of a deed to all or any portion of the Property, acknowledges and agrees that such impact fees may not be sufficient to fully reimburse for the cost of such Capital Improvement Road. If an Other Pod Owner constructs the improvements described above on a Pod, then such Other Pod Owner shall use

commercially reasonable efforts to minimize the costs of the same which are to be reimbursed by the Owner as set forth in subsection (c) above. Such efforts shall include, without limitation, an obligation by the Other Pod Owner to obtain at least three (3) all-inclusive or lump-sum bids from independent third party contractors, and to use commercially reasonable business judgment in the selection of such contractor based upon such contractor's bid, business reputation, availability, and other relevant factors. In all events, the Owner shall reasonably cooperate with such Other Pod Owner in connection with the public dedication of any of the roadways and/or utilities constructed by such Other Pod Owner on the Pod as described above. Notwithstanding the foregoing, to the extent other access is available, no construction or mining (including, without limitation, mining of sand and gravel) equipment or trucks, or other heavy machinery, shall be used on the roadways described herein.

3. Construction by an Owner upon its Pod. Each Owner shall use reasonable efforts to cause (a) the roadways and major utility lines constructed upon the Pod by such Owner to be dedicated as public roadways or utilities promptly following completion thereof, and (b) in connection with any Development Application (as defined in the MDA), the dedication of areas designated as Open Space (as may be modified as provided in Section 4 of this Article 3) within the Pod(s) that are subject to such Development Application or within any Other Pod owned or controlled by (or under common ownership or control with) such Owner in an amount sufficient to satisfy the pro rata Open Space requirements of Section 7.1, taking into account the Property as a whole, subject, in each case, to the consent of the City or other applicable governing body. Notwithstanding anything to the contrary contained in clause (b) of the immediately preceding sentence, each Owner acknowledges and agrees that no Other Pod Owner shall be required to dedicate Open Space pursuant to such clause (b) for the benefit of any Other Pod Owner unless and until such Other Pod Owner has dedicated all designated Open Space owned or controlled by (or under common ownership and control with) such Other Pod Owner. Without limiting the foregoing, but subject to the express terms of this Declaration, when each Owner develops its Pod, such Owner will allow each Other Pod Owner and their respective successors and/or assigns, to connect to the roadways and major utilities constructed upon such Pod free of any charge imposed by such Owner directly upon any Other Pod Owner, provided that such Other Pod Owner (each in connection with their respective properties) shall be solely obligated to pay connection, impact, tap-in, or other similar fees assessed by the City or other public service provider, if any, relative to such roadways and/or utilities (which fees may be available for reimbursement to the Owner pursuant to one or more customary reimbursement agreements). In all events, each Other Pod Owner shall reasonably cooperate with the Owner in connection with the public dedication of the roadways, utilities, and/or Open Space as described above. With respect to any major utility lines to be constructed by an Owner upon its Pod which, if such lines were to service portions of an Other Pod, would require the upsizing of such lines, Owner shall provide written notice to the affected Other Pod Owners of Owner's intent to commence construction of such lines (the "**Notice of Intent**"). Such Other Pod Owners shall each then have thirty (30) days following receipt of such Notice of Intent to respond to Owner in writing, to request that the lines be upsized to facilitate a connection by such Other Pod Owner to such lines and facilities as may be reasonably necessary to meet the development



requirements of the Other Pod(s) owned by such Other Pod Owner (the “*Request to Upsize*”). If any such Other Pod Owner fails to provide a Request to Upsize in accordance with the previous sentence, then Owner shall have no obligation, under this Agreement, to upsize such major utility lines for any such Other Owner that fails to timely provide such Request to Upsize. If any Other Pod Owner timely provides such Request to Upsize to Owner, then the Owner and any Other Pod Owner that provided the Request to Upsize shall cooperate in good faith to determine the reasonable upsizing needs for the utility lines and facilities which will service the applicable portions of the property owned by each Other Pod Owner that provided the Request to Upsize, and shall work with the City or other governing body with respect to the same. In the event that the City and/or the applicable governing body approves the upsizing of the applicable utility lines, then Owner shall install such lines in accordance with plans acceptable to Owner and any such Other Pod Owner that provided the Request to Upsize in their reasonable business judgment. In the event that Owner installs major utility lines to meet an Other Pod Owner’s upsizing requirements, such Other Pod Owner shall be required to reimburse Owner for its pro rata share of the additional costs incurred by Owner in upsizing the major utility lines, with such reimbursement to occur on a phase-by-phase basis at the time such Other Pod Owner (or the then current owner of the applicable Other Pod), connects each such phase into such utility lines.

4. Conceptual Plans. In all events, all access and utility lines described in this Section relating to the Property shall be designed and/or constructed generally in accordance with the Conceptual Plans attached hereto; provided, however, that each Owner, and/or its successors and assigns, shall have the right from time to time to unilaterally amend (subject to approval by the City) such the Conceptual Plans as to such Owner’s Pod (excluding the fixed points of ingress and egress, as identified on the Conceptual Plan), to the extent that such amendment relates to such Pod itself and not to any Other Pod, in their reasonable business judgment, provided that any such change shall not have a materially adverse effect on the access rights and/or utility easements granted to each Other Pod Owner. Subject to the condition that any such amendment or modification shall not materially adversely affect the access rights and/or utility easements granted to each Other Pod Owner herein, each affected Other Pod Owner shall reasonably cooperate with such Owner in connection with any such amendment or modification to the Conceptual Plans as to such Owner’s Pod. In all events, all Open Space shall be dedicated in accordance with the Conceptual Plans attached hereto, provided, however, that such Open Space may be realigned so long as equivalent Open Space (taking into account any acreage adjustments applicable thereto pursuant to applicable laws, ordinances, rules and regulations) is provided within that Pod Owner’s portion of the Property.

5. Temporary Access and Utilities. The temporary access and utility easement rights granted to each Other Pod Owner herein shall include the right to install or construct temporary roads and/or utility lines in any location on the Owner’s Pod, provided (i) such roads and/or utility lines are constructed in compliance with all standards and/or requirements of the City or any other municipality with jurisdiction (the constructing Other Pod Owner is hereby granted the

right to make all applicable submittals to the City and/or all other applicable third parties as may be required or necessary to construct such roads and/or utility lines, and the Owner of the affected Pod shall reasonably cooperate in connection therewith at no cost to such Owner, but subject to any reimbursement obligations as may otherwise be set forth herein), and (ii) to the extent such temporary roads and/or utility lines are not constructed within the location of the roadways and/or utility lines as shown on the Conceptual Plans, or to the extent such roads and/or utility lines are not of sufficient size or quality to meet the requirements or needs of such Owner, then the Other Pod Owner that installed such temporary roads and/or utility lines shall promptly remove such roads and/or utility lines upon delivery to such installing or constructing Other Pod Owner by such Owner of a written request for removal thereof together with reasonable written evidence that development of the Pod upon which such roads and/or utility lines have been installed or constructed is imminent. In all events, to the extent requested by an Other Pod Owner, the affected Owner shall reasonably cooperate with such Other Pod Owner to provide written evidence of the temporary rights granted hereunder for the benefit of any and all applicable utility service providers.

6. Limited Right to Recovery. To the extent any Remediation/Flood Plain Work performed by any Owner on any Other Pod is not performed in strict compliance with the Remediation Plan and the Flood Plain Realignment Plan and such failure results in the exacerbation of any existing environmental conditions upon any Other Pod or otherwise increases the cost to the Other Pod Owner of performing the work upon such Other Pod pursuant to the Remediation Plan and the Flood Plain Realignment Plan, the Owner performing such Remediation/Flood Plain Work shall be responsible to such Other Pod Owner for damage caused to such Other Pod Owner's portion of the Property.

7. No Obligation to Perform. Nothing in this Declaration shall be construed to impose upon any Owner a duty to perform any Remediation/Flood Plain Work on any Other Pod.

8. No Liens. In all events, no Other Pod Owner shall allow or permit any liens or encumbrances to be placed upon another Owner's Pod as a result of, or in connection with, any act or omission by such Other Pod Owner.

9. Remedies and Enforcement. In the event of a default or threatened default by an Owner, an Other Pod Owner, any of the individual entities related to an Other Pod Owner hereunder, and/or any such Party's respective successors and/or assigns, of any of the terms, easements, covenants, conditions or restrictions hereof, the non-defaulting parties shall be entitled forthwith to pursue all available legal and equitable remedies from the consequences of such breach, including but not limited to specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

Notwithstanding the foregoing to the contrary, no default hereunder shall entitle either party to cancel, rescind, or otherwise terminate this Agreement.

#### ARTICLE 4

##### ASSUMPTION OF RISK AND LIMITATION OF LIABILITY WITH RESPECT TO ENVIRONMENTAL MATTERS

The soil on portions of the Property is or may have been contaminated. The Declarant, a Pod Owner, or and/or any Other Pod Owner or their respective successors and assigns shall have the right to remediate any such contamination, provided that any such remediation is completed in compliance with all applicable federal, state and local environmental laws, ordinances, rules and regulations applicable thereto, including, without limitation, those of the City. In no event shall any Owner construct any Home or other improvements on the Property in violation of any such environmental laws, ordinances, rules and regulations.

In no event shall any Owner take any action, or neglect to take any action, which results in the contamination of an Other Pod Owner's property. Each Owner reserves the right to pursue all remedies available under applicable federal, state and local law in the event any Other Pod Owner's action or inaction results in contamination to that Owner's property.

Each Owner by virtue of its acceptance of a deed or other document of conveyance to a Lot or other portion of the Property, acknowledges and agrees that soil on portions of the Property is or may have been contaminated.

Declarant does not guaranty, promise, warrant, or represent that there are no potential risks arising out of, related to or caused by the contaminated soils or any remediation activities on the Property.

This section may not be amended without the prior express written consent of the Declarant.

#### ARTICLE 5

##### AMENDMENT

1. General. The Declarant may unilaterally amend or terminate this Declaration during the term of this Declaration; provided, however, any such amendment shall not materially adversely affect the substantive rights of any other then current Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner.

2. Unilateral Right to Amend Under Certain Conditions. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any

time and from time to time by Declarant if such Amendment is (1) necessary to correct typographical errors or inadvertent omissions; (2) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (3) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots or other portion of the Property subject to this Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Lot or other portion of the Property unless any such Owner shall consent thereto in writing.

3. To Satisfy Requirements of Mortgagees. Anything to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of Lots, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot, or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of a written Amendment duly signed by the Declarant, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the change, modification or amendment requested by such agency or institution. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Lots and all persons having an interest therein. It is the desire of Declarant to retain control of the Property and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of hereof deletes, diminishes or alters such control in any manner whatsoever in the opinion of Declarant, Declarant shall have the unilateral right to amend this Declaration to restore such control.

4. Consent of Mortgagees. On any proposed action which would require the consent of a specified percentage of Mortgagees, implied approval may be assumed when a Mortgagee fails to submit a response to such written proposal within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

## ARTICLE 6

### MISCELLANEOUS PROVISIONS

1. Fair and Reasonable Notice. Anything to the contrary notwithstanding, when notice is required, fair and reasonable notice must be provided. Notice given in accordance with the provisions of the Revised Nonprofit Corporations Act or notice by e-mail, text message, or other electronic notice shall be considered fair and reasonable notice; provided, however an Owner may by making a written demand to the Declarant require written notice.

2. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The term *shall* is mandatory and the term *may* is permissive. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

3. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, all other signatories hereto, all parties who hereafter acquire any interest in all or any portion of the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of all or any portion of the Property shall comply with, and all interests in all or any portion of the Property shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest all or any portion of the Property in, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

4. Enforcement and Right to Recover Attorneys' Fees. Should the Declarant or an aggrieved Owner be required to take action to interpret or enforce this Declaration or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses which may arise or accrue, regardless of whether a lawsuit is filed.

5. Limitation of Liability. This Declaration of covenants, conditions and restrictions is established for the benefit of the Property and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of Declarant or its agents, representatives and employees shall be exempt from any civil claim or action, including an action for negligence, brought by any person owning or having an interest in the Property.

6. Severability. Each provision of this Agreement and the application thereof to the Property 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. 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 Property 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.

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

8. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

9. Current Owner Exceptions. The Current Owners (other than Dansie Land) are joining in this Declaration at the request of Declarant to facilitate the orderly development of the Property by Declarant and other future Owners of the Property. Such Current Owners have not and are not developers or dealers of real estate. Declarant acknowledges and agrees, for itself and any future Owner of any portion of the Property, that all portions of the Property owned by such Current Owners shall be exempt from any terms, conditions, rights or obligations created by this Declaration that permit access to, work to be performed upon, obligations to dedicate, or any other action that would cause such Current Owners to be deemed to be dealers of real estate rather than investors in real estate. Prior to entry upon any Other Pod pursuant to the terms of this Declaration, the Owner desiring such entry shall confirm with the Declarant as to the ownership of such Other Pod. The terms of this Section 9 shall terminate and be of no further effect as to any portion of the Property owned by any such Current Owner's immediately upon the first conveyance of such portion of the Property after the date of this Declaration, provided, however, that conveyances for estate planning purposes or to the heirs or estate of any such Current Owner upon the death of such Current Owner shall not be deemed to be a conveyance for purposes of this sentence.

[signatures follow]

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 15 day of April, 2019.

DECLARANT:

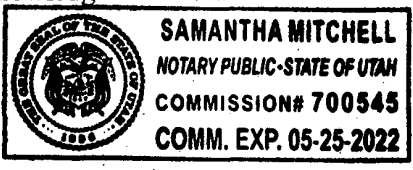
DANSIE LAND, LLC

By: Richard P. Dansie  
Name: Richard P. Dansie  
Title: Manager

STATE OF UTAH                    )  
  ss:  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 15 day April, 2019 by Richard P. Dansie, as Manager of DANSIE LAND, LLC, a Utah limited liability company, and said Richard P. Dansie duly acknowledged to me that he executed the same on behalf of such limited liability company.

Samantha Mitchell  
NOTARY PUBLIC



*[Additional Signatures and Acknowledgments Follow]*

JESSE DANSIE TRUST:

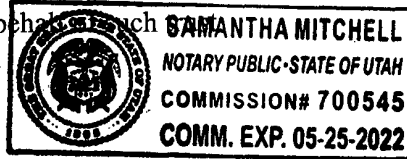
RICHARD P. DANSIE, SUCCESSOR TRUSTEE OF THAT CERTAIN IRREVOCABLE LIVING TRUST DATED MARCH 20, 1982, also known as the Jesse H. Dansie Trust, which consists of two trusts: No. One known as the "Home Trust" and No. Two known as the "Ranch Trust," as disclosed by a Declaration of Trust Recorded March 15, 1990, in the official records of Salt Lake County as Entry No. 4893091, in Book 6205 at Page 696

Richard P. Dansie  
Richard P. Dansie, Trustee

STATE OF UTAH                    )  
  ss:  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 15 day April, 2019 by Richard P. Dansie, as Successor Trustee of the Irrevocable Living Trust Dated March 20, 1982, also known as the Jesse H. Dansie Trust, and said Richard P. Dansie duly acknowledged to me that he executed the same on behalf of such

Samantha Mitchell  
NOTARY PUBLIC



*[Additional Signatures and Acknowledgments Follow]*



RICHARD AND DIXIE:

Richard P. Dansie  
Richard P. Dansie

Dixie M. Dansie  
Dixie M. Dansie

STATE OF UTAH            )  
  ss:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 15 day April, 2019 by Richard P. Dansie, and said Richard P. Dansie duly acknowledged to me that he executed the same on his own behalf.

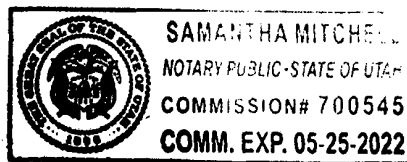
Samantha Mitchell  
NOTARY PUBLIC



STATE OF UTAH            )  
  ss:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 15 day April, 2019 by Dixie M. Dansie, and said Dixie M. Dansie duly acknowledged to me that she executed the same on her own behalf.

Samantha Mitchell  
NOTARY PUBLIC



*[Additional Signatures and Acknowledgments Follow]*

RICHARD AND DIXIE TRUST:

RICHARD P. DANSIE AND DIXIE M. DANSIE,  
Trustees for the Richard P. and Dixie M. Dansie Trust  
Under Trust Dated April 17, 2009

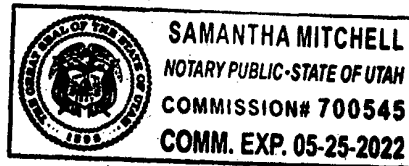
Richard P. Dansie  
Richard P. Dansie, Trustee

Dixie M. Dansie  
Dixie M. Dansie, Trustee

STATE OF UTAH            )  
  ss:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 15 day April, 2019 by Richard P. Dansie, as Trustee of the Richard P. Dansie and Dixie M. Dansie Trust Under Trust Dated April 17, 2009, and said Richard P. Dansie duly acknowledged to me that he executed the same on behalf of such trust.

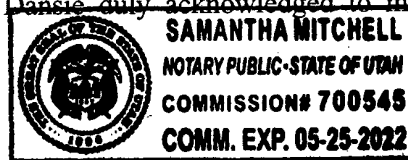
Samantha Mitchell  
NOTARY PUBLIC



STATE OF UTAH            )  
  ss:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 15 day April, 2019 by Dixie M. Dansie, as Trustee of the Richard P. Dansie and Dixie M. Dansie Trust Under Trust Dated April 17, 2009, and said Dixie M. Dansie duly acknowledged to me that she executed the same on behalf of such trust.

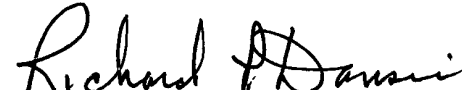
Samantha Mitchell  
NOTARY PUBLIC



*[Additional Signatures and Acknowledgments Follow]*

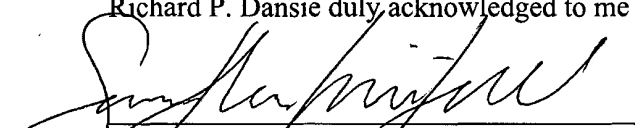
RODNEY DANSIE TRUST:

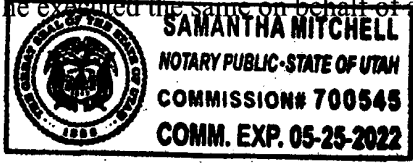
RICHARD P. DANSIE, SPECIAL TRUSTEE  
OF THE JESSE RODNEY DANSIE LIVING TRUST  
(also shown of record as the J. RODNEY DANSIE LIVING TRUST)  
DATED SEPTEMBER 29, 2009

  
Richard P. Dansie, Special Trustee

STATE OF UTAH                    )  
  ss:  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 15 day April, 2019 by Richard P. Dansie, as Special Trustee of the Jessee Rodney Dansie Living Trust (also shown of record as the J. Rodney Dansie Living Trust) Dated September 29, 2009, and said Richard P. Dansie duly acknowledged to me that he executed the same on behalf of such trust.

  
NOTARY PUBLIC



*[Additional Signatures and Acknowledgments Follow]*

JOYCE:

Joyce M. Taylor  
Joyce M. Taylor

STATE OF UTAH )  
  ) SS:  
COUNTY OF SALT LAKE )



The foregoing instrument was acknowledged before me this 4 day April, 2019 by Joyce M. Taylor, and said Joyce M. Taylor duly acknowledged to me that she executed the same on her own behalf.

[Signature]  
NOTARY PUBLIC

*[Additional Signatures and Acknowledgments Follow]*

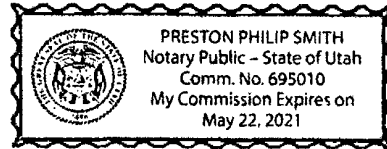
BONNIE

*Bonnie Parkin*  
Bonnie Parkin

STATE OF UTAH                    )  
  SS:  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 15th day April, 2019 by Bonnie Parkin, and said Bonnie Parkin duly acknowledged to me that she executed the same on her own behalf.

*Preston Smith*  
NOTARY PUBLIC



4828-4078-0166

## EXHIBIT "A"

### LEGAL DESCRIPTION

(see attached)

A portion of the SE1/4 and SW1/4 of Section 33, and a portion of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Herriman, Utah, more particularly described as follows:

Beginning at the South 1/4 Corner of Section 34, T3S, R2W, SLB&M; thence N89°53'28"W along the Section line 1,208.30 feet; thence N0°14'55"W 892.87 feet to the centerline of Herriman Highway; thence along said centerline the following 2 (two) courses and distances: S75°27'00"W 1,252.37 feet; thence S76°37'00"W 238.88 feet; to the Section line; thence N0°18'05"W along the Section line 803.76 feet to the Southeast Corner of the NE1/4 of the SE1/4 of Section 33, T3S, R2W, SLB&M; thence N89°55'34"W along the 1/16th (40 acre) line 3984.36 feet; thence N0°38'23"W along the 1/16th (40 acre) line 1,323.55 feet to the 1/4 Section line; thence S89°55'59"E along the 1/4 Section line 3992.18 feet to the East 1/4 Corner of Section 33; thence S89°51'43"E along the 1/4 Section line 1,329.78 feet to the West 1/16th Corner of Section 34; thence N0°14'07"W along the 1/16th (40 acre) line 1,326.55 feet to the Center 1/16th Corner of the NW1/4 of Section 34; thence S89°49'23"E along the 1/16th (40 acre) line 2,661.98 feet to the Center 1/16th Corner of the NE 1/4 of Section 34; thence S0°07'34"E along the 1/16th (40 acre) line 1,342.76 feet to the Northerly line of Plat "B", WESTERN CREEK Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence S79°59'39"W along said plat 6.09 feet; thence S0°12'42"E along said plat 779.78 feet; thence N89°59'57"W 132.48 feet; thence South 187.10 feet; thence N71°29'13"E 140.30 feet to the west line of said plat; thence South along said plat 37.63 feet; thence N71°07'20"E 4.93 feet to the 1/16th (40 acre) line; thence S0°07'34"E along the 1/16th (40 acre) line 82.51 feet; thence N89°55'05"W 165.00 feet; thence S0°07'34"E 264.36 feet to the north line of CHRISTOFFERSEN ESTATES Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence N89°51'03"W along said plat 1,163.36 feet to the 1/4 Section line; thence S0°10'55"E 1,322.27 feet to the point of beginning.

LESS AND EXCEPTING COLTON Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder and Tracts Previously Conveyed.

ALSO LESS AND EXCEPTING that Real Property described in Deed Book 7011 Page 1538 of the Official Records of Salt Lake County described by deed as follows:

Beginning on the North right of way line of Utah Highway 111, said point being South 1106.76 feet and West 1844.51 feet from the East Quarter Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point also being South 71°29' West 1945.21 feet and North 28.00 feet from the Salt Lake County Witness Monument located in said highway; and running thence South 71°29' West 100 feet; thence North 459.41 feet; thence North 71°29' East 100.00 feet; thence South 459.41 feet to the point of beginning.

4828-4078-0166

ALSO LESS AND EXCEPTING that Real Property described in Deed Book 8700 Page 1265 of the Official Records of Salt Lake County described by deed as follows:

Commencing 1,075 feet South and 1,749.69 feet West from the East 1/4 Corner of Section 34, T3S, R2W, SLB&M; thence S71°29'W 100 feet; thence North 459.41 feet; thence N71°29'E 100 feet; thence South 459.41 feet to the point of beginning.

ALSO LESS AND EXCEPTING that Real Property described in Deed Book 10739 Page 7754 of the Official Records of Salt Lake County described by deed as follows:

A portion of the NW1/4 of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Herriman, Utah, more particularly described as follows: Beginning at a point located S89°53'28"E along the Section line 1,441.21 feet and North 2,926.28 feet from the Southwest Corner of Section 34, T4S, R2W, SLB&M; thence N00°14'07"W 794.10 feet; thence S89°50'23"E 655.58 feet; thence S00°19'35"E 792.27 feet; thence West 656.83 feet to the point of beginning.

A portion of the NW1/4 & NE1/4 of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Herriman, Utah, more particularly described as follows: Beginning at a point located S89°53'28"E along the Section line 2,404.05 feet and North 2,928.11 feet from the Southwest Corner of Section 34, T4S, R2W, SLB&M; thence N00°19'35"W 1,044.34 feet to the Section line; thence S89°49'23"E along the Section line 924.26 feet; thence South 1,041.47 feet; thence West 918.30 feet to the point of beginning.

26-34-251-002

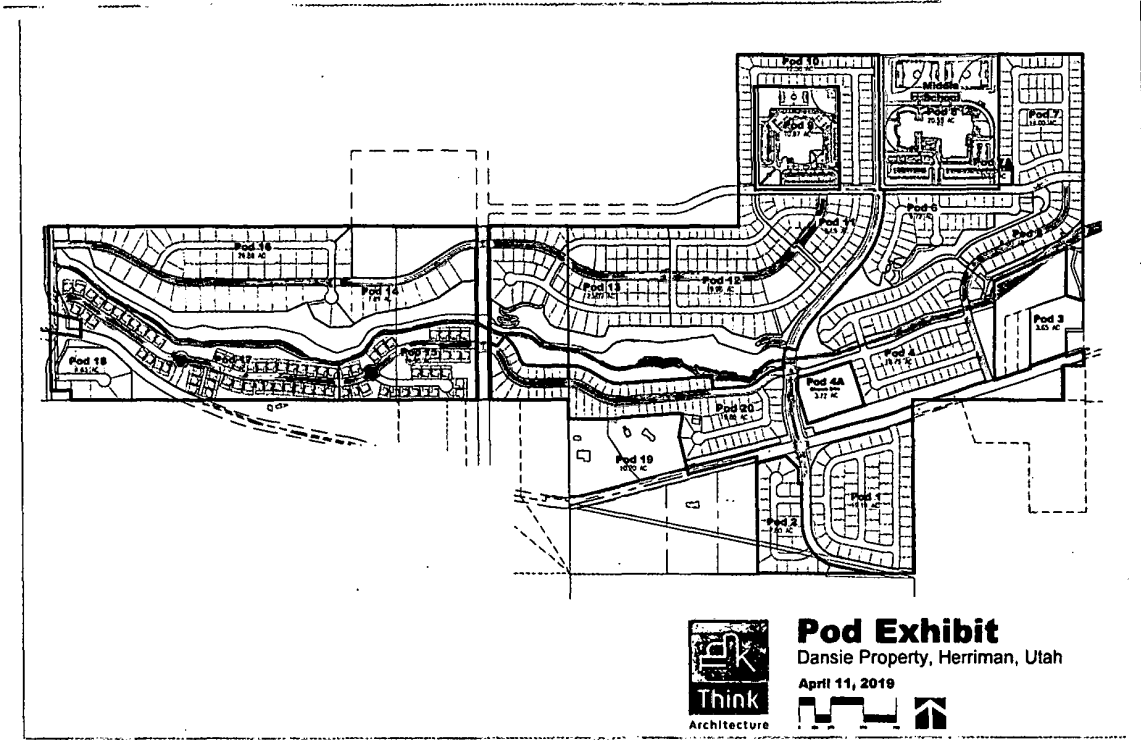
26-34-352-003

26-33-426003

26-33-426-002

**EXHIBIT "B"**

**CONCEPTUAL PLAN**



**Pod Exhibit**  
Dansie Property, Herriman, Utah  
April 11, 2019



4828-4078-0166