

**Grantee:**  
**Mark and Jennifer Hancock Revocable Trust, dated Feb. 5, 2021**  
**Mark Hancock acting as Trustee**  
**6243 N. Horseshoe Hollow Lane**  
**Morgan, UT 84050**

## QUITCLAIM DEED

This QUITCLAIM DEED (this "Deed") is made effective as of March 15, 2024, ("Effective Date") by and between ROLLINS RANCH AT MOUNTAIN GREEN ASSOC INC, a Utah non-profit corporation ("Grantor") and THE MARK AND JENNIFER HANCOCK REVOCABLE TRUST DATED FEB 5, 2021 (the "Grantee")(6243 N Horseshoe Hollow Ln., Morgan, UT 84050; Mark Hancock acting as Trustee).


WITNESSETH, Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents hereby convey and quitclaim unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest which Grantor now has or may hereafter acquire in that certain real property (the "Property") situated in Morgan County, Utah, more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the Effective Date.


### GRANTOR:

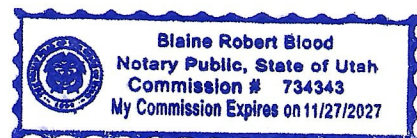
ROLLINS RANCH AT MOUNTAIN GREEN ASSOC INC

  
By: Jared Flitton, acting as President

STATE OF UTAH                    )  
  ) ss  
COUNTY OF MORGAN         )

On March 15, 2024, before me, Blaine R. Blood, a Notary Public, personally appeared **Jared Flitton, acting as President of Rollins Ranch at Mountain Green Assoc. Inc.** proved to me through satisfactory evidence of identification in the form of a government issued drivers license, to be the person whose name is signed on the preceding attached document in my presence.

  
(Notary Signature)



## EXHIBIT A

### LEGAL DESCRIPTION

Parcel No.: 00-0083-6583; also described as all of "Parcel A", according to the official plat "Rollins Ranch Phase 6" on file and of record with the Morgan County Recorder's office as of June 24, 2015.

### METES AND BOUNDS DESCRIPTION

*Beginning at the Center of Section 24, Township 5 North, Range 1 East, Salt Lake Base and Meridian, and running;*

*Thence North 89°59'51" East 1146.90 feet along the quarter section line to the end of a Boundary Line Agreement as Entry no. 134127 in Book 317 at Page 1466 of the records of Morgan County;*

*Thence North 89°59'51" East 1146.90 feet along the quarter section line to a point South 89°59'51" West 1508.69 feet from the East Quarter Corner of said Section 24 and being the end of a Boundary Line Agreement between Rollins Ranch, LLC and Fernwood, L.C. recorded February 18, 2015 as Entry no. 134127 in Book 317 at Page 1466 of the records of Morgan County;*

*Thence South 33°29'53" West 180.64 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 41°02'58" East 54.84 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 62°57'34" East 24.96 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 50°10'20" East 9.54 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 41°35'28" East 14.35 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 32°08'05" East 42.70 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 12°18'06" East 37.64 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 8°38'50" West 99.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 5°11'18" West 40.25 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 0°53'02" West 52.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 11°47'10" East 30.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

- Thence South 36°31'05" East 30.50 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*
- Thence South 47°14'36" East 94.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*
- Thence South 40°11'36" East 194.88 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*
- Thence South 2°51'41" West 204.55 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*
- Thence South 18°19'21" West 367.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement to the Northeast Corner of Lot 604, Rollins Ranch Phase 6;*
- Thence South 59°07'27" West 310.56 feet along the northerly line to the Northwest Corner of Lot 604, Rollins Ranch Phase 6, also being on the street right-of-way of Horseshoe Hollow Lane;*
- Thence westerly 82.52 feet along the arc of a 55.00 foot radius curve to the left, (center bears South 37°16'18" West and long chord bears South 84°17'17" West 75.00 feet, with a central angle of 85°58'02") along the right of way of Horseshoe Hollow Lane to the Northeast Corner of Lot 606, Rollins Ranch Phase 6;*
- Thence North 48°41'44" West 440.00 feet along the northerly line to the Northwest Corner of Lot 604 Rollins Ranch Phase 6, also being the Northeast Corner of Parcel "A," Rollins Ranch Phase 5;*
- Thence North 50°37'07" West 723.34 feet along the northerly line to the Northwest Corner of Parcel "A," Rollins Ranch Phase 5, also being on the quarter section line;*
- Thence North 0°17'44" East 719.59 feet along the quarter section line to the point of beginning.*

*Contains 1,438,714 square feet, 26.151 acres, 1 Lot.*

**LAND USE RESTRICTION AGREEMENT**

This Land Use Restriction Agreement (“Agreement”) is made effective as of 1/3/2024, by and between **THE MARK AND JENNIFER HANCOCK REVOCABLE TRUST DATED FEB 5, 2021 (“Buyer”)**(6243 N Horseshoe Hollow Ln., Morgan, UT 84050; Mark Hancock acting as Trustees) and **ROLLINS RANCH AT MOUNTAIN GREEN ASSOC INC. (“Seller”)**(a.k.a. “Rollins Ranch at Mountain Green Association” and “Rollins Ranch at Mountain Green Homeowners Association, Inc.”) (the term “Seller” also includes any successors in interest) (collectively, the “Parties”) regarding the purchase of Parcel No.: 00-0083-6583; Serial No. 03-ROLLR6-A-NA (“Property”) consisting of 26.151 acres (see Exhibit A).

**RECITALS:**

WHEREAS, the Property consists of common area currently owned and maintained by the Seller as native open space.

WHEREAS, the Buyer desires to purchase the Property and assume responsibility for all future maintenance and improvement of the Property as native open space for the Rollins Ranch subdivision.

WHEREAS, to ensure the Property is used for its intended purpose as native open space for the Rollins Ranch subdivision (as may be amended), the Parties desire this Agreement—including all duties, responsibilities, and obligations set forth hereinafter—to run with the land and all future Property owner(s) until such time as the Seller legally releases the Property from the mutual covenants and promises contained hereinafter, if ever.

NOW THEREFORE, in consideration of the mutual premises set forth above, and based upon the mutual covenants and promises hereinafter set forth, and such other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Rollins Ranch Phase 6, Plat Amendment Application:** The Buyer shall, within a reasonable time, submit a plat amendment application to Morgan County at Buyer’s own cost and expense, requesting the County to amend the Rollins Ranch Phase 6 plat consistent with the terms of this Agreement.
2. **Effective Date:** This Agreement shall become effective and enforceable by the Parties as of its Effective Date. The Effective Date shall be the date when *all* of the following conditions are met:
  - a. The Parties have executed a purchase contract for the Property conveying it from the Seller to the Buyer at some future date (i.e. closing date) that also fully incorporates this Agreement by reference.
  - b. Title for the Property has been conveyed to the Buyer and recorded with Morgan County.
  - c. This Agreement has been recorded against the Property.
3. **Maintenance, Improvements and Access:** The Buyer, at its own expense, shall maintain the Property as native open space for the Rollins Ranch subdivision, its residents, and Seller’s members. Additionally, Buyer shall commit up to \$100,000 (or more in the sole discretion of Buyer) to improve, expand, and maintain the trail system

throughout the Property for walking and mountain biking, and to provide a destination pavilion with bridges over streams and open grass area in the lower section of the Property. The Buyer shall work in good faith to achieve the following:

- a. Buyer shall maintain the Property as native open space as defined by the Seller's development agreement in force as of the Effective Date.
  - b. Buyer shall work with the Mountain Green Trails Association to develop mountain bike trails.
  - c. Buyer shall maintain mountain bike and hiking trails that are accessible and user friendly to Seller's members and other Rollins Ranch residents and their accompanied guests.
  - d. Buyer shall not unreasonably restrict Rollins Ranch residents from accessing or using the Property for its intended purposes. Neither shall the Buyer unreasonably restrict Rollins Ranch residents from accessing or using improvements made to the Property.
  - e. Buyer shall, at a minimum, permit the following uses of the Property to all Rollins Ranch residents: walking, running, and mountain biking. Buyer may permit other uses at its sole and absolute discretion.
  - f. Buyer shall work in good faith to complete all improvements contemplated herein within 2 years of the Effective Date.
4. **Insurance:** Buyer shall acquire and maintain adequate liability insurance coverage for use of the Property and any improvements or easements thereon.
5. **Easement:** Seller's members and other Rollins Ranch residents, and their accompanied guests shall hereby have a perpetual easement to access and use the Property for general recreation, mountain biking, hiking, or running which easement shall run with the land and be binding upon all successors in interest. This easement shall be detailed to the Seller's satisfaction on the amended Phase 6 Plat discussed in Section 1 above.
6. **Covenants, Conditions, Representations and Remedies:** The Parties agree the following covenants, conditions, and representations to be true as of the Effective Date. Breach of any of the following by either Party shall entitle the non-breaching party to its damages, costs, and fees, including reasonable attorney fees, incurred as a result:
- a. *Seller:*
    - i. To the best of its knowledge, the Seller represents it has complied with all laws, covenants, conditions, restrictions, duties, obligations, and/or any other requirements necessary to convey the Property to the Buyer.
    - ii. The person signing this Agreement is the authorized representative of the Seller.
    - iii. The actions of the Seller's representative are binding upon the Seller.
    - iv. The Seller shall cooperate in good faith with the Buyer by signing any documents necessary to convey the Property to the Buyer and have the Agreement recorded with the Morgan County Recorder.

- v. The Seller shall use the proceeds derived from the sale of the Property for the benefit of the Seller's members and the Rollins Ranch subdivision.
- b. *Buyer*:
  - i. The Buyer represents it has complied with all laws, covenants, conditions, restrictions, duties, obligations, and/or any other requirements necessary to purchase the Property.
  - ii. The Buyer is authorized to execute this Agreement.
  - iii. The Buyer represents it has submitted this Agreement to Morgan County along with a plat amendment application requesting it be recorded against the Property.
  - iv. The Buyer shall cooperate in good faith with the Seller by signing any documents necessary to convey the Property to the Buyer and have the Agreement recorded with the Morgan County Recorder.
  - v. The Buyer agrees to hold Seller harmless and to indemnify Seller for any and all claims relating to this transaction and this Agreement that may be brought against the Seller (or its directors and officers) by other parties, including Seller's own members for, among other things, the validity of the vote and voting process to approve this transaction.
  - vi. The Buyer hereby acknowledges and agrees that this Agreement shall be binding upon all of its successors in interest.
- 7. **Dispute Resolution, Standing, Enforceability and Choice of Venue.** In the event the Buyer breaches the covenants, restrictions, or other provisions of this Agreement, the Second Judicial District Court of Morgan County shall have *sole and exclusive* jurisdiction over disputes arising from this Agreement. Any and all claims brought against the Buyer arising from this Agreement *shall and must* be brought in the Second Judicial District Court of Morgan County. Only the Seller and the Seller's members, who are also in good standing and current on their dues, shall have standing to enforce this Agreement against the Buyer. However, any aggrieved member has the burden to first demonstrate they are in good standing and current on their HOA dues.

Notwithstanding the foregoing paragraph, prior to commencing legal action against the Buyer the aggrieved party *must and shall* attempt in good faith to resolve any dispute by first providing the Buyer with written notice and a reasonable opportunity to cure (not less than 30 calendar days) the alleged breach. Failure to do so shall entitle the Buyer to its reasonable costs and fees upon successfully defending against such an action.

**[SIGNATURE LINES FOLLOW BELOW]**

**BUYER:**

THE MARK AND JENNIFER HANCOCK REVOCABLE TRUST



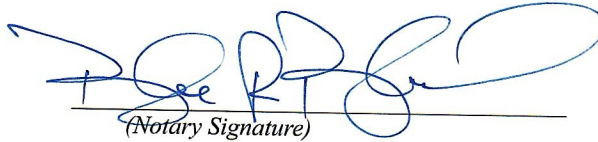
By: Mark Hancock

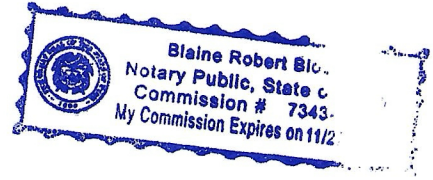
Date: March 15, 2024

Its: Trustee

STATE OF UTAH )  
 ) ss  
COUNTY OF MORGAN )

On March 15, 2024, before me, Blaine R. Blood a Notary Public, personally appeared **Mark Hancock acting as Trustee of the Mark and Jennifer Hancock Revocable Trust**, proved to me through satisfactory evidence of identification in the form of a government issued drivers license, to be the person whose name is signed on the preceding attached document in my presence.

  
(Notary Signature)



**SELLER:**

ROLLINS RANCH AT MOUNTAIN GREEN ASSOC INC.



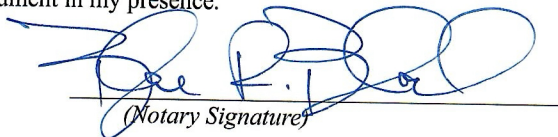
By: Jared Flitton

Date: March 15, 2024

Its: President

STATE OF UTAH )  
 ) ss  
COUNTY OF MORGAN )

On March 15, 2024, before me, Blaine R. Blood a Notary Public, personally appeared **Jared Flitton acting as President of Rollins Ranch at Mountain Green Assoc. Inc.**, proved to me through satisfactory evidence of identification in the form of a government issued driver's license, to be the person whose name is signed on the preceding attached document in my presence.

  
(Notary Signature)



## EXHIBIT A

### LEGAL DESCRIPTION

Parcel No.: 00-0083-6583; also described as all of "Parcel A", according to the official plat "Rollins Ranch Phase 6" on file and of record with the Morgan County Recorder's office as of June 24, 2015.

### METES AND BOUNDS DESCRIPTION

*Beginning at the Center of Section 24, Township 5 North, Range 1 East, Salt Lake Base and Meridian, and running;*

*Thence North 89°59'51" East 1146.90 feet along the quarter section line to the end of a Boundary Line Agreement as Entry no. 134127 in Book 317 at Page 1466 of the records of Morgan County;*

*Thence North 89°59'51" East 1146.90 feet along the quarter section line to a point South 89°59'51" West 1508.69 feet from the East Quarter Corner of said Section 24 and being the end of a Boundary Line Agreement between Rollins Ranch, LLC and Fernwood, L.C. recorded February 18, 2015 as Entry no. 134127 in Book 317 at Page 1466 of the records of Morgan County;*

*Thence South 33°29'53" West 180.64 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 41°02'58" East 54.84 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 62°57'34" East 24.96 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 50°10'20" East 9.54 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 41°35'28" East 14.35 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 32°08'05" East 42.70 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 12°18'06" East 37.64 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 8°38'50" West 99.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 5°11'18" West 40.25 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 0°53'02" West 52.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*

*Thence South 11°47'10" East 30.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*



- Thence South 36°31'05" East 30.50 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*
- Thence South 47°14'36" East 94.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*
- Thence South 40°11'36" East 194.88 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*
- Thence South 2°51'41" West 204.55 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;*
- Thence South 18°19'21" West 367.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement to the Northeast Corner of Lot 604, Rollins Ranch Phase 6;*
- Thence South 59°07'27" West 310.56 feet along the northerly line to the Northwest Corner of Lot 604, Rollins Ranch Phase 6, also being on the street right-of-way of Horseshoe Hollow Lane;*
- Thence westerly 82.52 feet along the arc of a 55.00 foot radius curve to the left, (center bears South 37°16'18" West and long chord bears South 84°17'17" West 75.00 feet, with a central angle of 85°58'02") along the right of way of Horseshoe Hollow Lane to the Northeast Corner of Lot 606, Rollins Ranch Phase 6;*
- Thence North 48°41'44" West 440.00 feet along the northerly line to the Northwest Corner of Lot 604 Rollins Ranch Phase 6, also being the Northeast Corner of Parcel "A," Rollins Ranch Phase 5;*
- Thence North 50°37'07" West 723.34 feet along the northerly line to the Northwest Corner of Parcel "A," Rollins Ranch Phase 5, also being on the quarter section line;*
- Thence North 0°17'44" East 719.59 feet along the quarter section line to the point of beginning.*

*Contains 1,438,714 square feet, 26.151 acres, 1 Lot.*