

## BILL WHITE FARMS LLC DRIVEWAY GRANT OF EASEMENT AND EASEMENT AGREEMENT

This Grant of Easement and Easement Agreement ("Agreement") is made as of the 11<sup>th</sup> day of November, 2020, by and between Bear Hollow Village Homeowner's Association (GRANTOR), a Utah homeowner's association, whose address is 5519 Lillehammer Lane, P.O. Box 981681, Park City, Utah 84098, represented by its Trustee, whether one or more, executing this Agreement and Bill White Farms LLC (GRANTEE), a Utah limited liability company, whose address is 5373 HWY 224, Park City, Utah, 84060, and GRANTOR and GRANTEE covenant and agree as follows:

1. **GRANT OF EASEMENT.** GRANTOR, for and in consideration of the sum of ten dollars (\$10.00), the provisions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to GRANTEE, and its successors, assigns, licensees, and lessees, a perpetual easement and right-of-way (the "Easement") in, upon, over, and under GRANTOR's land (the "Property"), which Easement and Property are described in Exhibits A and B attached to and made a part of this Agreement.
2. **PURPOSE AND CONDITIONS.** The Easement includes the unimpeded right to enter the Property and to locate, survey, construct, reconstruct, operate, maintain, repair, rebuild, upgrade, remove a one-way driveway and underground utility wires and cables, and other structures and appurtenances thereto, as well as appurtenances for communication facilities owned or operated by GRANTEE (collectively the "Facilities"). The Easement is subject to the following terms and conditions:
  - a. The Easement is granted for the sole purpose of creating the driveway exit from the farm as described herein. Bill White Farms will not use the easement or property for any other purpose other than the driveway. Bill White Farms will post a Stop Sign, a Right Turn Only sign to regulate traffic exiting the farm onto Bobsled Blvd. and an Exit Only Do Not Enter sign on the Bobsled Blvd. side of the driveway;
  - b. Bill White Farms' employees and all agents, contractors, subcontractors, guests and invitees to the Farm use the easement area and driveway at their sole risk and hazard. Bill White Farms hereby releases the Bear Hollow Village Homeowners Association from any and all claims relating to the condition of the Property and their entry upon the Property.
  - c. Bill White Farms accepts the easement Property area and all aspects thereof in an "as is" condition with no warranties either expressed or implied.
  - d. Bill White Farms, at its sole cost and expense, shall maintain and repair the driveway area and keep it in good condition. Any damages to the area will be promptly repaired. Upon completion of the construction of the hardscaped areas of the driveway the remaining areas disturbed by the construction activity will be restored to their natural landscaped condition at the expense of Bill White Farms.

- e. Bill White Farms will provide snow removal service to the driveway area at their sole expense.
- f. Bill White Farms will maintain insurance for the driveway area in an amount sufficient to cover all obligations herein.
- g. Bill White Farms agrees to indemnify, defend and hold harmless the Bear Hollow Village Homeowners Association and the Board of Trustees, its managers, agents, affiliates and associates from and against all claims, causes of action, damages, losses, injuries, expenses, costs or liabilities of any kind, including attorneys fees and litigation costs to the extent arising out of, or connected with any entry onto or use of the driveway area and any breach of this Easement Agreement.
- h. Bill White Farms agrees to keep the easement area free from any liens arising from any work performed, materials furnished, or obligations incurred by, through, for or under Bill White Farms and shall indemnify, hold harmless and agree to defend the Bear Hollow Village Homeowners Association and the Board of Trustees from any liens that may be placed on the easement property under this Agreement.
- i. This Easement Agreement shall be construed in accordance with and governed by the laws of the State of Utah.
- j. This Easement Agreement constitutes the entire agreement between Bill White Farms and the Bear Hollow Village Homeowners Association for the use of the subject property. No supplement, modification or amendment to this Agreement shall be binding unless in writing and executed by the parties thereto.

The Easement includes the right of pedestrian, equipment and vehicular ingress, egress and regress over the Easement itself, over the Property in order to obtain access to the Facilities, and over GRANTOR's property adjacent to the Easement and lying between the nearest public or private roads and the Easement in such manner that shall cause the least practicable damage and inconvenience to GRANTOR. The Easement also includes the right to use portions of the Property adjacent to the Easement necessary for the initial construction and installation of the Facilities and for subsequent repair of the Facilities.

3. REMOVAL OF ENCROACHMENTS. The Easement also includes the present and future right to cut down and clear away or otherwise remove any and all brush, timber, trees, fire hazards, unauthorized structures or any other materials which GRANTEE reasonably deems to interfere with the safe operation and maintenance of the Facilities, provided however, that growing crops, excluding orchards, shall not be considered to be fire hazards. GRANTEE may trim, cut, or remove trees or branches over or on or extending within the Easement. All materials so removed shall at GRANTEE's discretion be either chipped and spread within the Easement or removed from the Property, unless otherwise agreed to by GRANTOR and GRANTEE. Trees and large tree limbs will be removed from the Property unless otherwise agreed to by GRANTOR and GRANTEE. No clearing, trimming, cutting or removal will be performed outside the limits of the Easement or other predetermined construction areas, except on "Danger Trees". "Danger trees" are trees or tree limbs which are of such height, condition, location, and/or species type that they represent a threat to the integrity of the Facilities.

4. RESERVED RIGHTS. The rights granted by this Agreement shall be subject to other easements and preexisting rights of record. GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in on, and under the Easement, provided that GRANTOR shall not be permitted to, and shall not grant permission to any party to, drill or excavate for minerals on or from the surface of the Easement, but GRANTOR may extract oil, gas or any other minerals from and under the Easement by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the Easement.

5. DAMAGE. GRANTEE shall exercise due care and diligence in exercising the rights and privileges granted by this Agreement, conduct all operations under this Agreement in a workmanlike manner, and shall comply with all laws and regulations, including, but not limited to, all environmental laws and regulations. It is understood and agreed that the consideration received by GRANTOR includes adequate compensation for all damages for the initial construction and all operation and maintenance of the Facilities. Notwithstanding, GRANTEE shall take all reasonable precautions to avoid damage, and shall repair or reasonably compensate GRANTOR for damage that occurs to GRANTOR'S Property. GRANTEE shall, to the extent reasonably practicable, reclaim the surface of the Easement following the initial construction and/or repair of the Facilities, but GRANTEE shall not be required to conduct any reclamation related to the removal of encroachments subject to Section 3 above.

6. GRANTOR'S TITLE. GRANTOR represents and warrants by, through and under the GRANTOR, but not otherwise, the ownership of the Property in fee simple absolute, having the power to execute this conveyance, and that the Property is free and clear of encumbrances and liens, except those of record as of the date of this Agreement. GRANTOR further covenants that any grant of interest in the Property to a party other than GRANTOR that may impact the Easement, must include a condition that said other party's interest will be subject to the terms of this Agreement with GRANTEE, and that this covenant shall be deemed to run with the Property.

7. ASSURANCE OF TITLE. At no cost to GRANTOR, GRANTOR shall assist GRANTEE in procuring and recording all assurances of title and affidavits that GRANTEE may advise GRANTOR are necessary. GRANTEE shall pay to record this Agreement and for the procurement of title abstracts or insurance.

8. LIENS. In the event that liens or encumbrances exist, and other than those expressly allowed by this Agreement, GRANTEE may, at its option, remove any and all such outstanding liens and encumbrances and discharge same, but this provision shall not be construed to authorize the incurrence of any lien or encumbrances as against this Agreement, nor an assumption of any lien or encumbrance by GRANTEE. GRANTOR hereby consents to GRANTEE contacting any lender, mortgagee or other pre-existing holder of a lien or interest in the Property in order to secure a subordination and/or non-disturbance agreement for the benefit of GRANTEE, and GRANTOR agrees to fully cooperate with GRANTEE in order to secure any such agreements at no cost to GRANTOR.

9. GRANTOR'S USE. GRANTOR shall have the right to have access to and across the Easement for any purposes that will not constitute a safety hazard or interfere with any of the rights and privileges granted by this Agreement to GRANTEE. GRANTEE will notify GRANTOR in writing of

any activity of GRANTOR (or of its lessee, licensee or other grantee) within or outside the Easement that constitutes a safety hazard, or interferes with any of the rights and privileges granted by this Agreement to GRANTEE. GRANTOR acknowledges and agrees that during the initial construction of the Facilities, or during any major work on the Facilities, GRANTOR may not have access to or use of the portions of the Easement and areas adjacent to the Easement for any purpose so as to avoid interfering with, and ensuring safety during, such construction or work.

10. INDEMNIFICATION. GRANTEE, its successors and assigns, shall protect, defend, indemnify and hold harmless GRANTOR from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and reasonable attorney's fees for injury or death to persons or livestock, or damage to property or natural resources, or environmental liability or response costs resulting from actions by GRANTEE, or GRANTEE's employees, agents and representatives, in the exercise of GRANTEE's rights under this Agreement, except to the extent resulting from GRANTOR's breach of the terms of this Agreement or from GRANTOR's gross negligence or intentional misconduct. Such indemnification is a covenant running with the land and shall survive any assignment, conveyance or other transfer by GRANTEE of the rights under this Agreement.

11. OWNERSHIP OF FACILITIES. GRANTOR shall have no ownership or other interest in any Facilities installed by GRANTEE on the Property.

12. ABANDONMENT. In the event GRANTEE permanently abandons any or all rights to the Easement, such abandonment shall be effected by GRANTEE executing and recording a quitclaim deed in favor of GRANTOR, or its successors, and the Easement, or any portions so abandoned, shall terminate. GRANTEE, or its assigns, may remove, within a reasonable time, all Facilities and equipment placed on the Easement by or on behalf of GRANTEE, from such abandonment area whether before or after execution of the quitclaim deed. Unless otherwise agreed to by GRANTEE and GRANTOR, GRANTEE shall, upon abandonment and to the extent reasonably practicable, reclaim the Easement to the condition it was in before GRANTEE's use. GRANTEE shall not, however, be required to restore any trees, brush, shrubbery, or soil, whether on the Easement or adjacent thereto, that GRANTEE cuts, removes, clears away, trims, sprays with chemicals to kill, or otherwise controls in accordance with its rights under Sections 2 or 3 above.

13. ASSIGNMENT AND TRANSFER. GRANTEE shall have the right to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of the Easement. Under no circumstances shall any mortgagee have any greater rights of ownership or use of the Easement than the rights granted to GRANTEE. GRANTEE shall also have the right to sell, assign, mortgage, convey, contribute, lease or otherwise transfer all or any of its rights under this Agreement at any time and from time to time. In the event of any such sale, assignment, conveyance, contribution, lease, or other transfer by GRANTEE, in whole or in part, GRANTEE shall be released from its obligations under this Agreement to the extent of such sale, assignment, conveyance, contribution, lease, or other transfer, provided that the purchaser, successor, assignee, lessee, grantee, or transferee assumes the obligations of GRANTEE under this Agreement.

14. DISPUTES. GRANTOR and GRANTEE agree to attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If GRANTOR and GRANTEE are unable to amicably resolve any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. This Agreement shall be governed by the laws of the State of Utah. Suits for any claims or for any breach or dispute arising out of this Agreement shall be maintained in the appropriate state or federal court of competent jurisdiction in Summit County, Utah.

15. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall run with the Property, shall inure to the benefit of and be binding upon the successors, and assigns of GRANTOR, and the successors, assigns, licensees, and lessees of GRANTEE.

16. COUNTERPARTS. This Agreement may be executed in multiple counterparts and, when executed by all parties, shall constitute one agreement effective and binding on all parties.

GRANTOR and GRANTEE have signed this Agreement to be effective as of the date first above written.

GRANTOR  
Bear Hollow Homeowner's Association

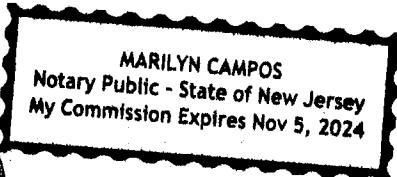
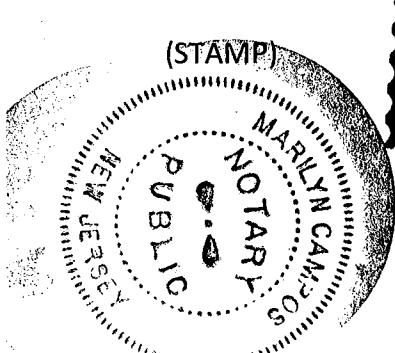
  
Howard Butt, HOA Trustee

GRANTEE  
Bill White Farms LLC

  
Bill White, Manager and Member

STATE OF NEW JERSEY )  
County of Somerset ) :ss  
                          )

On this 12 day of November, 2020, Marilyn Campos, Notary Public, in  
and for said County, personally appeared before me, Howard Butt, who has satisfactorily  
identified himself as the signer of the foregoing Grant of Easement and Easement Agreement.

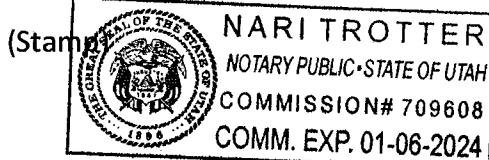


Notary Public  
Residing in: Bedminster, NJ

My Commission expires: 11/5/2024.

STATE OF UTAH )  
County of Summit ) :ss  
                          )

On this 10th day of November, 2020, William B. White personally appeared before  
me, whose identity is personally known to me (or proven on the basis of satisfactory evidence)  
and who by me duly sworn/affirmed, did execute the foregoing Grant of Easement and  
Easement Agreement.



Notary Public  
Residing in: Wall Street, UT

My Commission expires: 1/6/2026

**EXHIBIT A**  
**EASEMENT LEGAL DESCRIPTION**

## BEAR HOLLOW VILLAGE TAX ID'S

BHVS-1	BHVS-46	BHVS-G	BHVS-T44	BHVS-T88	BHVS-T150
BHVS-2	BHVS-47	BHVS-PAR-B-X	BHVS-T45	BHVS-T89	BHVS-T151
BHVS-3	BHVS-48	BHVS-T1	BHVS-T46	BHVS-T90	BHVS-T152
BHVS-4	BHVS-49	BHVS-T2	BHVS-T47	BHVS-T91	BHVS-T153
BHVS-5	BHVS-50	BHVS-T3	BHVS-T48	BHVS-T92	BHVS-T154
BHVS-6	BHVS-51	BHVS-T4	BHVS-T49	BHVS-T93	BHVS-T155
BHVS-7	BHVS-52	BHVS-T5	BHVS-T50	BHVS-T94	BHVS-T156
BHVS-8	BHVS-53	BHVS-T6	BHVS-T51	BHVS-T95	BHVS-T157
BHVS-9	BHVS-54	BHVS-T7	BHVS-T52	BHVS-T96	BHVS-T158
BHVS-10	BHVS-55	BHVS-T8	BHVS-T53	BHVS-T102	BHVS-T159
BHVS-11	BHVS-56	BHVS-T9	BHVS-T54	BHVS-T103	BHVS-T160
BHVS-12	BHVS-57	BHVS-T10	BHVS-T55	BHVS-T104	BHVS-T161
BHVS-13	BHVS-58	BHVS-T11	BHVS-T56	BHVS-T105	BHVS-T162
BHVS-14	BHVS-59	BHVS-T12	BHVS-T57	BHVS-T106	BHVS-T163
BHVS-15	BHVS-60	BHVS-T13	BHVS-T58	BHVS-T107	BHVS-T164
BHVS-16	BHVS-61	BHVS-T14	BHVS-T59	BHVS-T108	BHVS-T165
BHVS-17	BHVS-62	BHVS-T15	BHVS-T60	BHVS-T109	BHVS-T166
BHVS-18	BHVS-63	BHVS-T16	BHVS-T61	BHVS-T110	BHVS-T167
BHVS-19	BHVS-64	BHVS-T17	BHVS-T62	BHVS-T111	BHVS-T168
BHVS-20	BHVS-65	BHVS-T18	BHVS-T63	BHVS-T112	BHVS-T169
BHVS-21	BHVS-66	BHVS-T19	BHVS-T64	BHVS-T113	BHVS-T170
BHVS-22	BHVS-67	BHVS-T20	BHVS-T65	BHVS-T114	BHVS-T171
BHVS-23	BHVS-68	BHVS-T21	BHVS-T66	BHVS-T115	BHVS-T172
BHVS-24	BHVS-69	BHVS-T22	BHVS-T67	BHVS-T116	BHVS-T173
BHVS-25	BHVS-70	BHVS-T23	BHVS-T68	BHVS-T117	BHVS-T174
BHVS-26	BHVS-71	BHVS-T24	BHVS-T69	BHVS-T131	BHVS-T175
BHVS-27	BHVS-72	BHVS-T25	BHVS-T70	BHVS-T132	BHVS-T176
BHVS-28	BHVS-73	BHVS-T26	BHVS-T71	BHVS-T133	
BHVS-29	BHVS-74	BHVS-T27	BHVS-T72	BHVS-T134	
BHVS-30-3AM	BHVS-75	BHVS-T28	BHVS-T73	BHVS-T135	
BHVS-31-3AM	BHVS-76	BHVS-T29	BHVS-T74	BHVS-T136	
BHVS-32-3AM	BHVS-77	BHVS-T30	BHVS-T75	BHVS-T137	
BHVS-33-3AM	BHVS-78	BHVS-T31	BHVS-T76	BHVS-T138	
BHVS-34-3AM	BHVS-79	BHVS-T32	BHVS-T77	BHVS-T139	
BHVS-35-3AM	BHVS-80-2AM	BHVS-T33	BHVS-T78	BHVS-T140	
BHVS-36-3AM	BHVS-81-2AM	BHVS-T34	BHVS-T79	BHVS-T141	
BHVS-38	BHVS-82-2AM	BHVS-T35	BHVS-T80	BHVS-T142	
BHVS-39	BHVS-102-AM	BHVS-T36	BHVS-T81	BHVS-T143	
BHVS-40	BHVS-A	BHVS-T37	BHVS-T82	BHVS-T144	
BHVS-41	BHVS-B	BHVS-T38	BHVS-T83	BHVS-T145	
BHVS-42	BHVS-C	BHVS-T39	BHVS-T84	BHVS-T146	
BHVS-43	BHVS-D-5AM	BHVS-T40	BHVS-T85	BHVS-T147	
BHVS-44	BHVS-E	BHVS-T41	BHVS-T86	BHVS-T148	
BHVS-45	BHVS-F	BHVS-T42	BHVS-T87	BHVS-T149	
		BHVS-T43			

LEGAL DESCRIPTION  
BILL WHITE FARMS  
DRIVEWAY & UTILITY EASEMENT WITHIN BEAR HOLLOW COMMON AREA  
PARCEL 1  
November 5, 2020

A driveway and utility easement 40 feet wide located in the northwest quarter of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

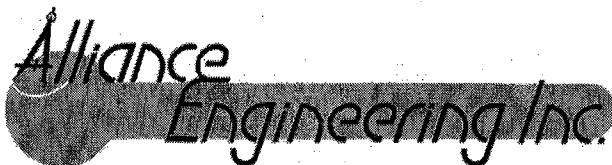
Beginning at a point East 848.01 feet and South 1050.45 feet from the northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point also being North 88°21'54" West 93.80 feet from the easternmost point of Common Parcel 1, Bear Hollow Village, recorded September 4, 1998 as Entry No. 516929 in the Office of the Summit County Recorder, and also being on the Utah State Highway 224 right-of-way; and running thence North 13°24'21" East 32.33 feet to a point on a curve to the right having a radius of 70.00 feet, of which the radius point bears South 76°35'39" East; thence along the arc of said curve 64.85 feet through a central angle of 53°04'47" to a point on a non tangent curve to the left having a radius of 96.00 feet, of which the radius point bears North 80°44'53" East, said point also being on the easterly right-of-way of Bobsled Boulevard; thence coincident with the easterly right-of-way of Bobsled Boulevard and along the arc of said curve 40.37 feet through a central angle of 24°05'32" to a point on a non tangent curve to the left having a radius of 30.00 feet, of which the radius point bears South 26°28'33" East; thence along the arc of said curve 26.24 feet through a central angle of 50°07'06"; thence South 13°24'21" West 23.99 feet to a point on the southern boundary of Bear Hollow Village, Common Parcel 1; thence coincident with the southern boundary of Bear Hollow Village Subdivision Common Parcel 1 North 88°21'54" West 40.86 feet to the point of beginning.

Description contains 2,891.71 square feet.

The Basis of Bearing for the above description is North 00°03'43" West 384.20 feet between the found rebar and cap stamped "SBG 323-0887" at the calculated position per Bear Hollow Village and the northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

**EXHIBIT B**  
**BEAR HOLLOW VILLAGE – FIFTH AMENDED**  
**AMENDING COMMON PARCEL 1**





**CONSULTING ENGINEERS**

**LAND PLANNERS**

**SURVEYORS**

November 3, 2020

Mr. Bill White  
Bill White Farms

RE: Bill White Farms Driveway within Bear Hollow Village Common Area

Dear Mr. White:

The purpose of this letter is to address the confusion between the width of the new driveway from Bill White Farms to Bobsled Blvd verses the width of easement provided on the subdivision plat, Bear Hollow Village Fifth Amended, Amending Common Parcel 1.

The driveway width will be 16 feet of hardscape. This includes 13.5 feet asphalt, 2.5 feet concrete gutter. There will be 2 feet road base shoulders outside of the hardscape. The total width of the road platform will be 20 feet.

The width of the driveway easement on the subdivision plat is 40 feet. The additional width will allow for any minor variations of road alignment that may occur during construction.

The driveway will be built at a maximum width of 16 feet of hardscape within the 40 feet easement. Area outside of the driveway and within the easement will remain as landscape.

See attached exhibits from the Bill White Farms proposed driveway construction plans to illustrate the easement and driveway widths.

Sincerely,

ALLIANCE ENGINEERING, INC.

A handwritten signature in black ink that reads 'Michael Demkowicz'.

Michael Demkowicz, PE-PLS

