

ENTRY NO. 01171921

08/30/2021 01:00:11 PM B: 2688 P: 1491

Easements PAGE 1/11

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 88.00 BY JEREMY RANCH GOLF AND COUNTRY CLUB



When Recorded Return To:
The Jeremy Golf and Country Club, Inc.
8770 North Jeremy Road
Park City, Utah 84098
Attention: Chad Pettingill

SECOND EXPANDED GOLF CART PATH EASEMENT AGREEMENT

THIS SECOND EXPANDED GOLF CART PATH EASEMENT AGREEMENT (the "Agreement") is made effective this 20th day of July, 2021, by and between CANYON LINKS OWNERS ASSOCIATION, INC. ("Grantor"), and THE JEREMY GOLF AND COUNTRY CLUB, INC., a corporation ("Grantee") (Grantor and Grantee are sometimes referred to herein collectively as the "Parties" and individually as a "Party"), with reference to the following:

A. Pursuant to the Declaration and Bylaws on record with the Summit County Recorder's Office, Entry Nos. 00578778 and 01047576, Grantor is vested with authority to grant and convey easements, licenses or rights of way in, on or over the Common Area of the Canyon Links Planned Unit Development located in Summit County, Utah ("Grantor Property") as more particularly described in Exhibit A. Grantee is the owner of certain real property located adjacent to the Grantor property ("Grantee Property"), more particularly described in Exhibit B.

B. On May 2, 2006, Grantee and the prior developers of the Grantor Property entered into the "Golf Cart Path Easement Agreement" and on November 16, 2009 entered into the "Expanded Golf Cart Path Easement Agreement" (collectively, the "Prior Agreements") by which Grantee was granted an exclusive easement over a portion of the Common Area of the Grantor Property for a golf cart path. The Prior Agreements were recorded in the Summit County Recorder's Office on October 17, 2006, Entry No. 00794057; and December 1, 2009, Entry No. 00887518.

C. Effective upon the execution and recording of this Agreement, the Parties desire to acknowledge and expand the easement granted under the Prior Agreements.

D. In accordance with and subject to the terms and conditions of this Agreement, Grantor has agreed to grant and convey to Grantee an exclusive easement for a golf cart path, staging and parking area on the portion of the Grantor Property in the location depicted on the subdivision. Plat, a reduced copy of the relevant portion of which is attached hereto as Exhibit C (the "Easement Property").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and consideration of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Subject to all of the terms and conditions of this Agreement, Grantor hereby grants to Grantee its successors and assigns, a perpetual, exclusive easement ("Easement") to construct, maintain, operate, repair and replace a surface asphalt and/or concrete path for a golf cart path and golf cart staging area over and across the Easement Property. The Easement Property is more particularly described and depicted in Exhibit C attached hereto. The Easement Property, Grantor Property, and Grantee Property are sometimes referred to herein collectively as the "Parcels" and individually as a "Parcel." The Easement is subject to the following terms and conditions:

- (a) Grantor has permission to park up to 10 of its residents' extra cars for overnight parking in Grantee's parking lot. No other vehicles such as trailers, boats, or RVs are allowed. Each parking pass shall allow for a pre-determined number of days of parking as determined by the Grantor, with the understanding that no storage of cars is allowed. Grantor shall request the pass from Grantee designating the resident and the number of days of use of the parking space. Grantee shall identify the parking space to be used by the parking permittee. Grantee reserves the right to tow and remove at the car owner's expense any unauthorized car and/or any car not parked in a designated space.
- (b) Residents that join Grantee as a Social Member can play golf up to 4 times a year as a social member, as a Canyon Links Resident 2 of the 4 rounds are complimentary (2 complimentary rounds count as 2 of the 4 rounds that can be played as a Social Member).
- (c) Social Membership Initiation Fee waived for current Canyon Links residents wanting to join in 2021 (only applies to 2021 or until membership is capped). Residents that join after 2021 will pay a ½ price Initiation Fee (based on membership availability and only applies to the Social Membership membership type).
- (d) Grantee will reimburse Grantor for expenses associated with granting the easement. This includes attorney fees, surveys, drawing updates, and filing fees.

2. Use of Easement. Grantee's use of the Easement shall be limited to the employees, members, invitees and guests of Grantee's golf club known as the Jeremy Golf and Country Club, and shall be used by such persons solely for the purpose of golf cart access, golf cart parking and staging, and pedestrian access.

3. Maintenance. Grantee shall, at Grantee's sole cost and expense, at all times keep and maintain the Easement Property and any improvements, thereto in good condition and repair. Grantor shall have no obligation whatsoever to maintain, repair or replace the improvements in the Easement Property. Landscaping will be designed in consultation with Canyon Links HOA.

4. Indemnification. To the fullest extent allowed by law, Grantee and its successors and assigns, shall indemnify and hold Grantor and its officers, directors, shareholders, contractors, agents and employees harmless from and against any loss, cost damage or expenses, including claims for death or injury to persons or damage to property, and

including without limitation attorneys' fees and court cost related to Grantee's use of the Easement Property.

To the fullest extent allowed by law, Grantor and its successors and assigns, shall indemnify and hold Grantee and its officers, directors, shareholders, contractors, agents and employees harmless from and against any loss, cost damage or expenses, including claims for death or injury to persons or damage to property, and including without limitation attorneys' fees and court cost related to Grantor's use of the Grantee's parking lot.

5. Mutuality Runs With the Land

(a) The easements, rights and obligations granted or created hereby are appurtenances to the Parcels and none of the easements rights or obligations may be transferred, assigned or encumbered except as an appurtenance to such Parcels. For purposes of the easements and rights set forth herein, the Grantee Property shall constitute the dominant estate, and the Easement Property shall constitute the servient estate.

(b) Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) (i) shall constitute covenants running with the land; (ii) shall bind every person having a free, leasehold or other interest in any portion of the Parcel at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent that easement or right is to be performed on such portion; and (iii) shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns as to their respective Parcels.

6. Notice. All notices required to be given under this Agreement shall be in writing and shall be transmitted either by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as Federal Express), or through USPS, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if mailed in accordance with the above. Notices to the respective Parties shall be sent to the addresses below or to such other addresses as may be provided by a Party to the other Party in connection with the notice provisions of this paragraph.

If to Grantee: The Jeremy Golf and Country Club, Inc.
8770 North Jeremy Road
Park City, Utah 84098
Attention: Chad Pettingill

If to Grantor: Canyon Links Owners Association, Inc.
2040 East Murray Holladay Road, Suite 106
Salt Lake City, Utah 84117

7. General Provisions.

(a) Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication to or for the general public or for any purposes whatsoever, it being the intention of the Parties that this agreement be strictly limited to and for the purposes expressed herein.

(b) Attorney's Fees. In the event it becomes necessary for any Party to enforce its rights hereunder, either with or without litigation, the non-prevailing Party of such controversy shall pay to the prevailing Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party in enforcing its rights hereunder.

(c) Third Party Rights. Nothing in this agreement, expressed or implied, is intended to confer any rights upon any person or entity other than the Parties and their successors and assigns.

(d) Amendment. Except as otherwise provided herein, no modification of this Agreement shall be made or effective unless and until such modification is executed by Grantor and Grantee, or their successors or assigns.

(e) Governing law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

(f) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition and provisions of this agreement shall be valid and enforced to the fullest extent permitted by law.

(g) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their heirs, personal representatives, successors and assigns. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns and successors of the Parties.

(h) No Relationship. The Parties shall not, by this Agreement nor by any act of either Party, be deemed principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

(i) No Waiver. Failure of a Party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provisions or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.

(j) Authority. Each undersigned represents and warrants that each has been duly authorized by all necessary corporate, company or trust action, as appropriate, to execute this

Agreement and the licenses, covenants, restrictions and undertaking of this Agreement. Each undersigned further represents and warrants that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective Parties, enforceable in accordance with its terms.

(k) Interpretation. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

(l) Counterparts. This Agreement sets forth the entire understanding of the Parties as to the matters set forth herein and cannot be altered or otherwise amended, except pursuant to an instrument in writing signed by each other Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates below written to be effective as of the date first above written.

GRANTOR:

CANYON LINKS OWNERS
ASSOCIATION, INC.,
a Utah Non-Profit Corporation

Date: JULY 20, 2021

By: [Signature]
Print Name: ADAM L. SMITH
Title: BOARD MEMBER

GRANTEE:

THE JEREMY GOLF AND COUNTRY
CLUB, INC., a Utah corporation

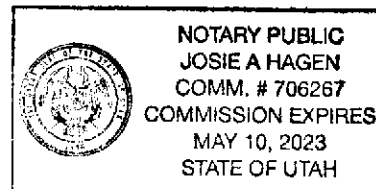
Date: 7/20/21

By: [Signature]
Print Name: CHRISTINE GIL
Title: GREEN MANAGER

STATE OF UTAH)
COUNTY OF Summit) ss.

~~2018~~ 2021 The foregoing instrument was acknowledged before me this 20 day of July, 2018, by Adam L. Smith, the Board member of **CANYON LINKS OWNERS ASSOCIATION, INC.**, a Utah Non-profit Corporation, on behalf of the corporation.

Josie A Hagen
Notary Public



STATE OF UTAH)
COUNTY OF SUMMIT)

~~2018~~ 2021 The foregoing instrument was acknowledged before me this 20 day of July, 2018 by Chad Pettingill, the General mgr. of **THE JEREMY GOLF AND COUNTRY CLUB, INC.**, a Utah corporation, on behalf of the corporation.

Josie A Hagen
Notary Public

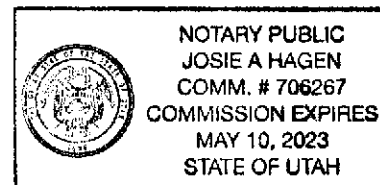


EXHIBIT A
to
SECOND EXPANDED GOLF CART PATH EASEMENT AGREEMENT

(Legal Description of Grantor Property)

Lots 57-89, Canyon Links at Jeremy Ranch Golf & Country Club
Phase 2, a planned unit development; according to the official plat
on file in the Summit County Recorder's Office together with the
common area appurtenant to such lots.

CLJR-2-57 through CLJR-2-89

EXHIBIT B
to
SECOND EXPANDED GOLF CART PATH EASEMENT AGREEMENT

(Legal Description of Grantee Property)

The land referred to in this instrument is situated in Summit County, Utah and is described as follows:

See Attached

PROPERTY DESCRIPTION: (CLUBHOUSE PARCEL)

Beginning at a point on the easterly right-of-way line of Jeremy Road, as plotted, said point also being South 89° 47' 18" West, along the southerly section line, 1266.39 feet and North 703.92 feet from the Southeast Corner of Section 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah, and running thence North 00° 07' 00" West along said right-of-way line 29.18 feet to a point on a 341.50 foot radius curve to the left (center bears South 89° 53' 00" West 341.50 feet of which the central angle is 59° 44' 00"); thence along the arc of said curve and said right-of-way 356.03 feet; thence South 30° 09' 00" West along said right-of-way 13.00 feet; thence North 59° 51' 00" West along said right-of-way 181.49 feet; thence North 30° 09' 00" East 13.00 feet to a point on the southerly line of "Jeremy Ranch Clubhouse Condominiums Phase I" as recorded in Entry No. 235259 in the Summit County Recorder's office in Coalville, Utah, said point also being on a 15.00 foot radius curve to the right (center bears North 87° 55' 08" East 15.00 feet of which the central angle is 55° 54' 12"); thence along the arc of said curve and said southerly line 14.64 feet to a point on a 301.90 foot compound curve to the right (center bears South 38° 10' 40" East 301.90 feet of which the central angle is 11° 00' 40"); thence along the arc of said curve and said southerly line 58.02 feet; thence North 64° 50' 00" East along said southerly line 218.00 feet to a point on a 151.22 foot radius curve to the right (center bears South 25° 10' 00" East 151.22 feet of which the central angle is 51° 01' 17"); thence along the arc of said curve and said southerly line 134.70 feet; thence South 16° 23' 00" East along said southerly line 21.82 feet; thence South 39° 36' 00" East along said southerly line 116.99 feet; thence South 14° 10' 00" East along said southerly line 19.95 feet; thence South 29° 51' 41" West 109.33 feet; thence South 20° 36' 34" East 41.82 feet; thence South 59° 27' 42" East 55.03 feet; thence South 14° 45' 34" East 210.86 feet; thence South 75° 24' 17" West 210.31 feet to the Point of Beginning.

SS-3-6
CLUBHOUSE Parcel Number

00378672 DR0723 Pg0599

EXHIBIT C
to
SECOND EXPANDED GOLF CART PATH EASEMENT AGREEMENT

(Legal Description and Depiction of Golf Cart Path)

See Attached

**N 26°00'41" E
49.89'**

SS-3-6

**N 59°27'42" W
35.08'**

**N 14°45'34" W
75.61'**

ORIGINAL GOLF
CART EASEMENT

EXPANDED GOLF CART
PATH EASEMENT PER
ENTRY NO. 887518

NEW GOLF CART
PATH EASEMENT

**S 63°59'19" E
84.35'**

**S 26°00'41" W
109.92'**

EAST 1097.32'

NORTH 883.03'

A PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH,
RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SUMMIT
COUNTY, UTAH

BEGINNING AT A POINT ON THE WESTERLY LINE OF GRANTOR'S
PROPERTY, BEING 883.03 FEET DUE NORTH, AND 1097.32 FEET DUE WEST
FROM THE SOUTHEAST CORNER OF SAID SECTION 2; RUNNING THENCE
TWO (2) COURSES ALONG SAID GRANTOR'S WESTERLY LINE AS FOLLOWS:
(1) NORTH 14°45'34" WEST 75.61 FEET; AND (2) NORTH 59°27'42" WEST 35.08
FEET TO THE EASTERLY LINE OF AN EXISTING "EXPANDED GOLF CART PATH
EASEMENT AGREEMENT", RECORDED ON DECEMBER 1, 2009 WITH THE OFFICE
OF THE SUMMIT COUNTY RECORDER AS ENTRY NO. 00887518; THENCE
NORTH 26°00'41" EAST 49.89 FEET ALONG SAID EASTERLY LINE OF GOLF
CART PATH EASEMENT; THENCE SOUTH 63°59'19" EAST 84.35 FEET; THENCE
SOUTH 26°00'41" WEST 109.92 FEET TO THE POINT OF BEGINNING.

CONTAINS: 5,501 SQ.FT.

SOUTHEAST CORNER
SEC. 2, T1S, R3E, SLB&M

SILVERPEAK
ENGINEERING



177 E. ANTELOPE DR. STE. B
LAYTON, UT 84041
PHONE: (801) 499-5054

**JEREMY RANCH
CLUBHOUSE**
8770 JEREMY ROAD
PARK CITY, UTAH

GOLF CART PATH
EASEMENT
ADJUSTMENT

DATE: 06/24/2021
PROJECT: 21-034
DRAWN BY: CGR

STRUCTURAL CIVIL SURVEY WWW.SILVERPEAKENG.COM

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