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WHEN RECORDED RETURN TO:

CRH Partners, LLC
1887 Gold Dust Lane, Suite 301
Park City, UT 84060
Attention: Hans R. Fuegi

Page 1 of 12
Rhonda Francis Summit County Recorder
09/28/2022 11:05:53 AM Fee \$40.00
By METRO NATIONAL TITLE
Electronically Recorded

KCRS - 32
KCRS - 28-2AM
KCRS - 27-2AM
KCRS - 26

Space Above for Recorder's Use

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is entered into to be effective as of the 25 day of September, 2022 (the "Effective Date"), by and between CRH PARTNERS, LLC, a Utah limited liability company, its successors and assigns as the owner of the Easement Parcel defined below ("Grantor"), Kings Crown 27, LLC, a Utah limited liability company, 1269 Rothwell LLC, a Utah limited liability company, Ben Doke, Leslie Doke, Russell Holt and Patricia Holt, their successors and assigns as the owners of the Benefited Parcels defined below ("Grantees"). "Party" and "Parties" means individually Grantor or Grantees and collectively Grantor and Grantees.

RECITALS:

A. Grantor is the owner of that certain parcel of real property, located in Park City, Summit County, Utah, which is more particularly described and depicted in Exhibit "A" attached hereto (referred to as the "Easement Parcel").

B. Grantees have requested and Grantor is willing to grant to Grantees certain private easements in accordance with and subject to the terms of this Agreement.

AGREEMENT

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

1. Grant of Easement.

(a) Access Stairs. Grantor, as the owner of the Easement Parcel, hereby grants and conveys to Grantees, as the owners of Lots 25, 26 and 27 of King's Crown Re-Subdivision in Park City, Summit County, Utah (the "Benefited Parcels") a perpetual, non-exclusive right and easement (the "Easement") on, over, across and through the Easement Parcel for the installation, maintenance, repair, replacement and use of access stairs (the "Stairs") within the Easement Parcel, which Stairs shall be located as identified on the drawing (the "Drawing") of the Easement Parcel attached hereto as part of Exhibit A, and which Stairs shall converge and intersect as identified on the Drawing, for the purpose of allowing private access to the ski run located in the vicinity of the Benefited Parcels for the private benefit of the owners of the Benefited Parcels. Grantor, at Grantor's expense, shall cause the initial installation of the Stairs to be completed. Following the initial installation of the Stairs, Grantees shall be jointly

COURTESY RECORDING

This Document is being recorded solely as a courtesy and an accommodation to the parties named herein. METRO NATIONAL TITLE hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

and severally responsible, at the sole cost and expense of Grantees, to maintain, repair and replace, as necessary, the Stairs within the Easement Parcel, and Grantees shall not alter or revise the design, configuration and location of the Stairs within the Easement Parcel without the prior written approval of Grantor or its successors-in-interest as the owner of the Easement Parcel, which written consent of Grantor may be withheld in Grantor's sole discretion. Grantees shall not be obligated to obtain the prior written approval of Grantor or its successors-in-interest as the owner of the Easement Parcel in order to maintain, repair and replace, as necessary, the Stairs within the Easement Parcel, provided that any such work to maintain, repair and/or replace the Stairs shall not alter the design, configuration and location of the Stairs as initially installed by Grantor. The joint and several responsibility of Grantees to maintain, repair and replace, as necessary, the Stairs within the Easement Parcel following the initial installation of the Stairs, as provided in the preceding sentence, shall be for the benefit of Grantor, and Grantor shall have the right to enforce the responsibility and obligation for the maintenance, repair and replacement of the Stairs against any or all of the Grantees, at Grantor's sole election and sole discretion. However, among the Grantees, all of the Grantees hereby covenant and agree that all costs and expenses pertaining to the maintenance, repair and replacement of the Stairs, following the initial installation of the Stairs, shall be allocated among the Grantees, such that the owner of Lot 25 shall be responsible for 33 1/3% of such costs and expenses, the owner of Lot 26 shall be responsible for 33 1/3% of such costs and expenses, and the owner of Lot 27 shall be responsible for 33 1/3% of such costs and expenses. The Stairs at all times shall be open, with no roof or covering above the Stairs. The Stairs shall be elevated from the ground with post foundations, and the Stairs must be designed, installed, maintained, repaired and replaced at all times to allow for snow to collect on the ground beneath the Stairs. There shall be no charge by Grantor for the use by Grantees of the Easement, and the Easement granted and conveyed hereunder shall inure solely to the benefit of Grantees.

(b) Compliance with Laws. Grantees, at their sole cost and expense, shall comply with all applicable governmental codes, laws, orders, ordinances, regulations and statutes relating to the use by Grantees of the Easement and the Stairs installed within the Easement Parcel and relating to the use, maintenance, repair, inspection, protection, removal or replacement of the Stairs by Grantees within the Easement Parcel.

2. Damage; Repair; Restoration and Indemnification. Grantees, jointly and severally and at their sole cost and expense, shall defend, indemnify and hold harmless Grantor, its officers, members, employees, agents, contractors and affiliates from and against any and all claims, losses, damages, liabilities and expenses, including, but not limited to, litigation expenses and attorneys' fees, arising out of: (a) the breach by Grantees of their obligations, covenants and duties under this Agreement, and/or (b) injuries or damages to persons or property (including the Easement Parcel), by reason of any cause whatsoever arising from the use or occupation of the Easement and the Stairs installed within the Easement Parcel by Grantees.

3. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Parcel to or for the general public or for any public purpose whatsoever.

4. Covenants Run with Land. The obligations of the Parties hereunder shall be covenants running with the land and shall be binding upon: (a) the owner of the Easement Parcel and its successors in title, and (b) upon the owners of the Benefited Parcels and their successors in title.

5. Duration of the Easement. The Easement and Grantees' rights with respect to the Easement shall be perpetual.

6. Breach by Grantees. In the event of any violation by Grantees of any of the terms of this Agreement, which Grantees fail to cure within thirty (30) days following the receipt by Grantees from Grantor of a written notice of default describing the nature of the default, Grantor shall have the right to terminate this Agreement (a) by executing and recording in the Office of the Recorder of Summit County, Utah a notice of termination of this Agreement, and (b) by delivering to Grantees a copy of such written notice of termination.

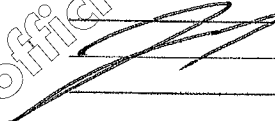
7. Notices. Any notices under this Agreement shall be given in writing by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

To Grantor: CRH Partners, LLC
1887 Gold Dust Lane, Suite 301
Park City, UT 84060
Attention: Hans R. Fuegi, Manager

To Grantees: Kings Crown 27, LLC



and to: 1269 Rothwell LLC



and to: Ben Doke and Leslie Doke

and to: Russell Holt and Patricia Holt

or to such other addresses as may hereafter be designated in writing by the respective Parties hereto. The time of giving of notice shall be deemed to be the time when the same is actually received or delivery is attempted by certified or registered mail.

8. General Provisions.

(a) No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this Agreement may only be waived by a document signed by the Party intended to be benefited by the provisions to be waived specifically acknowledging an intent to waive such provisions. A waiver by a Party of any breach hereunder by any other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

(b) Attorneys' Fees. In the event it becomes necessary for any Party hereto to employ an attorney in order for such Party to enforce its rights and to pursue its remedies 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, all costs and expenses as are incurred by the prevailing Party in enforcing its rights and pursuing its remedies hereunder.

(c) Entire Agreement. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any prior understandings, agreements, or representations, verbal or written pertaining to the subject matter hereof. No modification of, or amendment to, this Agreement shall be effective, unless such modification or amendment is in writing signed by all Parties. This Agreement shall not be supplemented or modified by any course of dealing.

(d) Interpretation. Whenever the context requires construing the provisions of this Agreement, the use of a gender shall include both genders, the use of the singular shall include the plural, and the use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar importance) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

(e) Further Assurances. All Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to complete and evidence the creation or termination of the Easement as provided herein and to do all things as may be reasonably requested in order to carry out the intent and purpose of this Agreement.

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

(g) 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 provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.

GRANTEE:

1269 ROTHWELL LLC,
a Utah limited liability company

By: _____

Name: Joe Maehler

Title: CAO

STATE OF _____)

: ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of September, 2022, by _____, in such person's capacity as the _____ of 1269 ROTHWELL LLC, a Utah limited liability company.

NOTARY PUBLIC

See attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

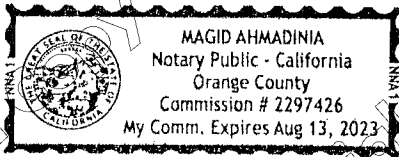
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On September 19, 2022, before me, Magid Ahmadiania, Notary Public,
personally appeared Joseph Maehler

who proved to me on the basis of satisfactory evidence to be the person(s) (whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE [Signature]

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Easement agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

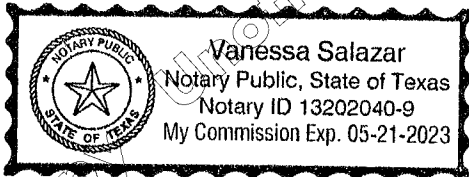
GRANTEES:

[Signature]
RUSSELL HOLT

[Signature]
PATRICIA HOLT

STATE OF Texas)
: ss.
COUNTY OF Midland)

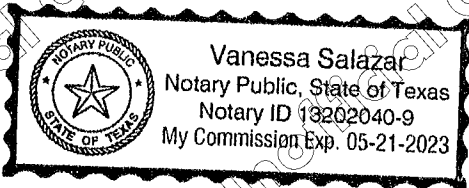
On September 16, 2022, personally appeared Russell Holt, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document and acknowledged that he executed the same.



[Signature]
NOTARY PUBLIC

STATE OF Texas)
: ss.
COUNTY OF Midland)

On September 16, 2022, personally appeared Patricia Holt, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document and acknowledged that she executed the same.



[Signature]
NOTARY PUBLIC

**EXHIBIT A
TO
EASEMENT AGREEMENT**

Legal Description and Drawing of the Easement Parcel

The real property referenced in the foregoing instrument as the Easement Parcel is located in Park City, Summit County, Utah, and is more particularly described as follows:

LOT 25, 26, 27 STAIRS EASEMENT

BEGINNING AT THE SOUTHWEST CORNER OF LOT 26, KING'S CROWN RE-SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER (RECORDED ON MAY 16, 2018 AS ENTRY NO. 1091847), SAID POINT BEING LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE SOUTHERLY LINE OF LOT 26 AND LOT 27 OF SAID KING'S CROWN RE-SUBDIVISION SOUTH 55°34'28" EAST A DISTANCE OF 37.31 FEET; THENCE SOUTH 39°49'56" WEST A DISTANCE OF 7.59 FEET; THENCE NORTH 50°10'04" WEST A DISTANCE OF 9.87 FEET; THENCE NORTH 68°00'00" WEST A DISTANCE OF 13.39 FEET; THENCE NORTH 47°01'30" WEST A DISTANCE OF 14.50 FEET; THENCE NORTH 84°29'55" WEST A DISTANCE OF 17.85 FEET; THENCE NORTH 05°30'05" EAST A DISTANCE OF 13.46 FEET TO THE SOUTH LINE OF LOT 25 OF SAID KING'S CROWN RE-SUBDIVISION; THENCE ALONG SAID SOUTH LINE OF LOT 25 SOUTH 66°02'39" EAST A DISTANCE OF 23.16 FEET TO THE POINT OF BEGINNING.

CONTAINS 499 SF

The approximate location of the Easement Parcel is depicted on the following Drawing:

