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Rhonda Francis Summit County Recorder

WHEN RECORDED RETURN TO: 06/26/2024 01:58:41 PM Fee \$40.00

By ROSING DAVIDSON

Electronically Recorded

CRH Partners, LLC

P.O. Box 3599

Park City, UT 84060

Space Above for Recorder's Use

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of June 19, 2024, between BRIAN SCHWARTZ and RANDI SCHWARTZ, as joint tenants (collectively referred to herein as "**Grantor**"), and CRH PARTNERS, LLC, a Utah limited liability company ("**CRH**"), and KING'S CROWN AT PARK CITY OWNERS ASSOCIATION, INC., a Utah nonprofit corporation (the "**Association**") (CRH and the Association are collectively referred to herein as "**Grantee**"), with reference to the following:

RECITALS

A. Grantor is owner of that certain property situated in Summit County, Utah, as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "**Grantor Property**"). The Grantor Property is located within the King's Crown at Park City Subdivision.

B. Grantee desires to cause to be constructed and installed upon a portion of the Grantor Property a retaining wall (the "**Retaining Wall**") and certain soil nails and other related items in order to facilitate the construction of the Retaining Wall and the subterranean shoring system and subterranean footing system relating to the Retaining Wall (collectively the "**Support Materials**").

C. Grantee desires that Grantor grant to Grantee a perpetual easement upon, over, across, under and within that portion of the Grantor Property described and depicted on Exhibit B attached hereto and incorporated herein by this reference (the "**Retaining Wall Parcel**") in order to enable Grantee to cause to be installed, constructed, maintained, inspected, repaired, replaced and protected the Retaining Wall upon the Retaining Wall Parcel.

D. Grantee desires that Grantor grant to Grantee a perpetual easement upon, over, across, under and within that portion of the Grantor Property described and depicted on Exhibit C attached hereto and incorporated herein by this reference (the "**Support Materials Parcel**") in order to enable Grantee to cause to be installed, constructed, maintained, inspected, repaired, replaced and protected the Support Materials pertaining to the Retaining Wall, which Support Materials are to be constructed by Grantee on the Support Materials Parcel.

E. Grantor has agreed to grant to Grantee certain easements upon, over, across, under and within the Retaining Wall Parcel and the Support Materials Parcel pursuant to the terms and conditions set forth therein.

AGREEMENT

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

1. Grant of Retaining Wall Easement. Grantor hereby grants and conveys to Grantee a non-exclusive easement (the “**Retaining Wall Easement**”) upon, over, across, under and within the Retaining Wall Parcel in order to enable Grantee to cause to be installed, constructed, maintained, inspected, repaired, replaced and protected the Retaining Wall upon, over, across, under and within the Retaining Wall Parcel.

2. Grant of Support Materials Easement. Grantor hereby grants and conveys to Grantee a non-exclusive subterranean easement (the “**Support Materials Easement**”) upon, over, across, under and within the Support Materials Parcel in order to enable Grantee to cause to be installed, constructed, maintained, inspected, repaired, replaced and protected the Support Materials across, under and within the Support Materials Parcel. The Support Materials may be modified during the course of construction as needed due to subsurface or other conditions. Grantor acknowledges and agrees that the Support Materials to be placed under and within the Support Materials Parcel shall be supported laterally by the subsoil in and under the Support Materials Parcel. Grantee shall cause the Support Materials within the Support Materials Parcel to be installed at a depth which shall be not less than eight (8) feet below the bottom of the lowest footing for the improvements to be constructed by Grantor on the Grantor Property. Grantee shall have no other use or possessory rights with respect to the Support Materials Parcel other than as set forth herein.

3. Exercise of Care. While exercising its rights hereunder, Grantee (a) shall not impair the subjacent support of the Grantor Property, including such support as is necessary for the support of any existing improvements constructed thereon, and of any future improvements to be constructed thereon and (b) shall exercise reasonable care and comply with all applicable laws and governmental regulations. Furthermore, Grantee shall obtain any required permits or licenses prior to commencing the work.

4. Reservation of Rights. Grantor reserves the right to use the Retaining Wall Parcel and the Support Materials Parcel for any purposes so long as such use does not unreasonably interfere with the Retaining Wall and the Support Materials.

5. Mechanic's Liens. CRH shall timely pay for work performed and materials supplied by or for Grantee on or about the Grantor Property or otherwise in connection with the Easement granted herein, and CRH shall keep the Grantor Property free from liens arising from or relating to such work or materials. If CRH fails to cause any liens caused by or related to Grantee's activities upon the Grantor Property to be removed within 30 days after Grantor's written demand, Grantor may, but shall not be obligated to, pay the amount claimed by the lienholder, and CRH shall reimburse Grantor for the amount paid plus interest at the rate of 12% per annum from the date of expenditure until such amount is paid in full. Payment by CRH of such amounts shall be due upon demand from Grantor.

6. Duration. Subject to the terms of this Agreement, the Retaining Wall Easement, the Support Materials Easement and all of the rights granted by Grantor to Grantee hereunder shall be perpetual.

7. Indemnification. CRH shall indemnify and hold Grantor and its directors, officers and employees (collectively, the "**Grantor Indemnified Parties**") harmless from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury or death to persons or property damage arising out of or resulting from the installation by Grantee of the Retaining Wall and the Support Materials on any portion of the Grantor Property or the negligence or willful misconduct of Grantee. CRH shall have no obligation to indemnify pursuant to this Section if and to the extent that the relevant claim or liabilities are caused by a Grantor Indemnified Party. Prior to Grantee causing Grantee's contractors and agents to commence construction of the Retaining Wall and the Support Materials on the Retaining Wall Parcel and on the Support Materials Parcel, CRH shall obtain and maintain in effect at all times during the performance of such construction and installation work a commercial general liability insurance policy (the "**Insurance Policy**") with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate, covering the activities of Grantee and its employees, contractors and agents while on the Retaining Wall Parcel and the Support Materials Parcel, including without limitation activities pertaining to the construction of the Retaining Wall and the Support Materials, and naming Grantor as an additional insured, which policy shall be non-cancellable without thirty (30) days prior written notice to Grantor. A certificate evidencing such insurance and showing Grantor as an additional insured shall be delivered to Grantor prior to the commencement of the construction of the Retaining Wall and the Support Materials by Grantee or Grantee's employees, contractors, and/or agents. CRH shall be solely responsible for ensuring compliance with all applicable laws and obtaining necessary permits for the work related to the Retaining Wall. The Association shall have no liability for any failure by CRH to comply with such requirements.

8. Easement Rights; Run With the Land. The easement, rights and obligations granted or created hereby are appurtenances that benefit and burden the Grantor Property, and none of the easements, rights or obligations may be transferred, assigned or encumbered except as an appurtenance to the Grantor Property. Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) (a) shall constitute covenants running with the land; (b) shall bind every person having a fee, leasehold or other interest in any portion of the Grantor Property 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 the easement or right in question is to be performed on such portion; and (c) shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

9. Notices. Any and all notices required or permitted hereunder shall be given in writing and shall be personally delivered, delivered by certified mail, return receipt requested, postage prepaid, or delivered by generally recognized overnight courier providing proof of delivery, addressed as follows:

If to Grantor: Brian Schwartz and Randi Schwartz
229 Nurmi Drive
Fort Lauderdale, FL 33301

If to Grantee: CRH Partners, LLC
P.O. Box 3599
Park City, UT 84060

and to: King's Crown at Park City Owners Association, Inc.
P.O. Box 683670
Park City, UT 84068

The address to which a party desires that notices and other documents be delivered to such party may be changed at any time by giving written notice to that effect to the other party.

10. Retaining Wall Agreement. This Agreement is executed by Grantor and by Grantee pursuant to the terms of that certain Retaining Wall Agreement (the "**Retaining Wall Agreement**") dated to be effective as of June 19, 2024, by and between Grantor, Grantee and Kings Crown 22, LLC. Consequently this Agreement is subject to all of the terms and conditions of the Retaining Wall Agreement, and the Retaining Wall Agreement in its entirety is incorporated herein by this reference.

11. General Provisions.

(a) The terms, conditions and provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Grantee and Grantor.

(b) Nothing contained in this Agreement shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

(c) 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 of the parties hereto.

(d) In the event it becomes necessary for any party hereto to employ an attorney in order for such party to enforce its rights hereunder, either with or without litigation, the non-prevailing party in 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.

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

(f) 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.

(g) 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 to have any other similar relationship to each other in the conduct of their respective businesses, or otherwise.

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

(i) 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 requires, and vice versa, unless otherwise specifically stated herein.


(j) Grantor and Grantee each represents and warrants that such party has been duly authorized by all necessary company action, as appropriate, to execute this Agreement.

(k) This Agreement may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered shall be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

GRANTOR:



BRIAN SCHWARTZ



RANDI SCHWARTZ

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Brian Schwartz.

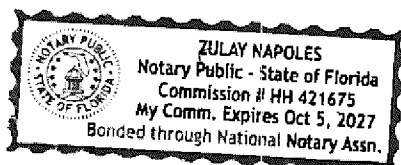
NOTARY PUBLIC

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Randi Schwartz.

NOTARY PUBLIC

State of Florida County of Miami-Dade
The foregoing instrument was acknowledged before me
via ☒ physical presence OR ☐ online notarizations
this 17 day of June, 2024.
By Brian + Randi Schwartz
Personally known ☒ OR produced identification _____
Type of identification produced _____
Zulay Napoles
ZULAY N. NAPOLES, Notary Public
My Commission Expires 10/05/2027



GRANTEE:

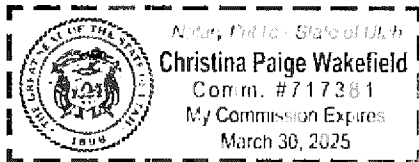
CRH PARTNERS, LLC,
a Utah limited liability company

By: RM
Name: RORY C. MURPHY
Title: MANAGING PARTNER

STATE OF UTAH)
 : ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 19 day of June, 2024, by Rory C. Murphy, in such person's capacity as the Managing Partner of CRH Partners, LLC, a Utah limited liability company.

[Signature]
NOTARY PUBLIC

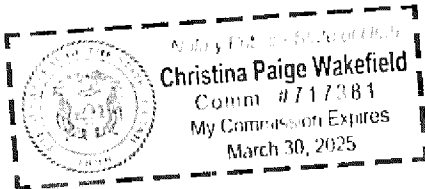


KING'S CROWN AT PARK CITY OWNERS
ASSOCIATION, INC.,
a Utah nonprofit corporation

By: _____
Name: STEVEN L. BARSH
Title: President, member KCA.

STATE OF UTAH)
 : ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 19 day of June, 2024, by
Steven L. Barsh, in such person's capacity as the President
of King's Crown at Park City Owners Association, Inc., a Utah nonprofit corporation.



[Signature]
NOTARY PUBLIC

**EXHIBIT A
TO
EASEMENT AGREEMENT**

LEGAL DESCRIPTION OF THE GRANTOR PROPERTY

The Grantor Property is located in Summit County, State of Utah and is more particularly described as follows:

Lot 21 of King's Crown Re-Subdivision, according to the official plat thereof on file and of record in the Office of the Recorder of Summit county, Utah

Tax Parcel Number: KCRS-21

**EXHIBIT B
TO
EASEMENT AGREEMENT**

LEGAL DESCRIPTION OF THE RETAINING WALL PARCEL

The Retaining Wall Parcel is located in Summit County, State of Utah and is more particularly described and depicted as follows:

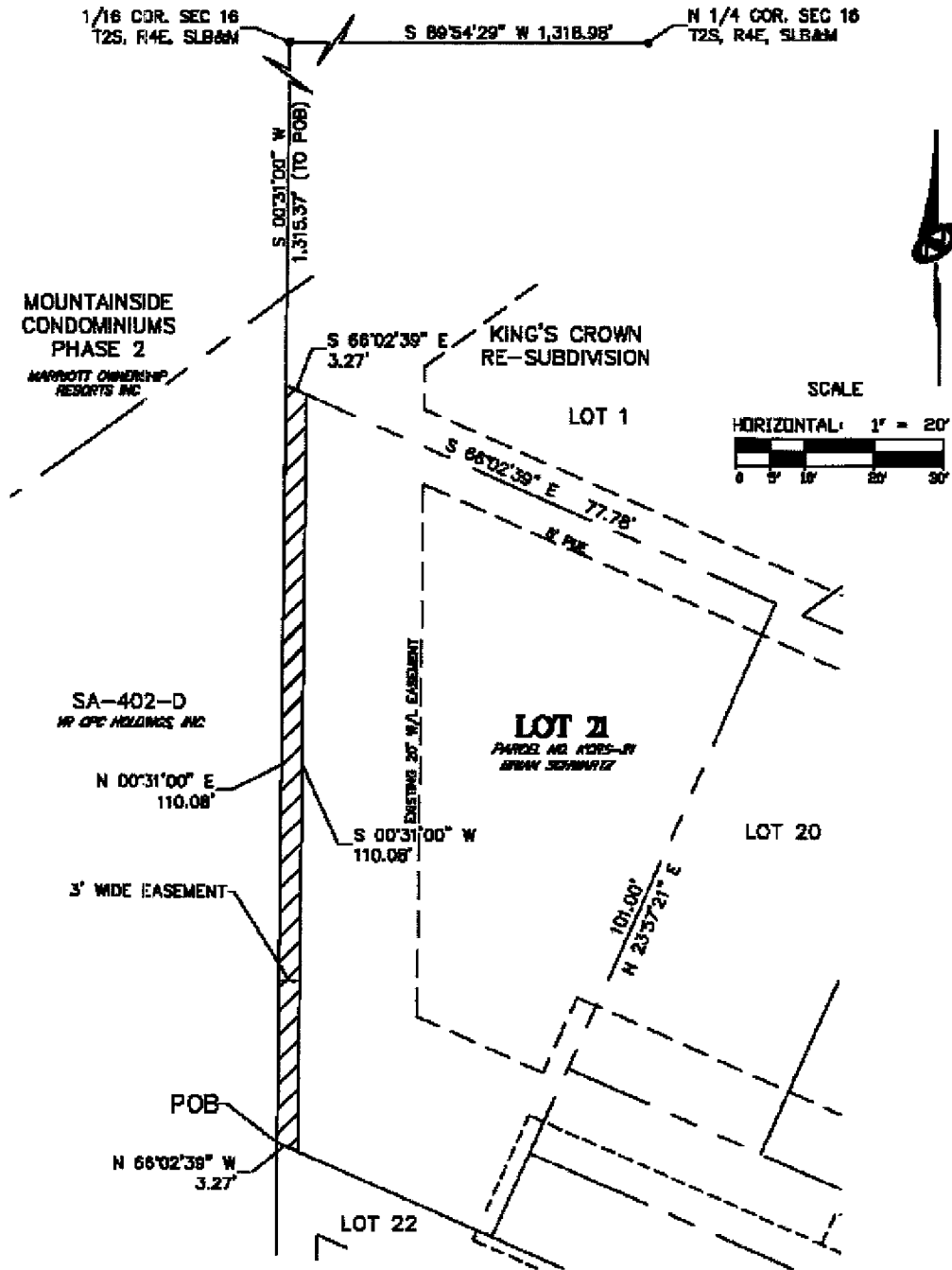
THE WESTERLY 3 FEET OF LOT 21, KING'S CROWN RE-SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER (RECORDED 5/16/18 AS ENTRY NUMBER 1091847), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 21, KING'S CROWN RE-SUBDIVISION; SAID SOUTHWEST CORNER OF LOT 21 BEING SOUTH 89°54'29" WEST, 1318.98 FEET TO THE 1/16TH CORNER AND SOUTH 00°31'00" WEST, 1315.37 FEET FROM THE NORTH QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°31'00" EAST ALONG THE WEST LINE OF SAID LOT 21 A DISTANCE OF 110.08 FEET TO THE NORTHWEST CORNER OF SAID LOT 21; THENCE SOUTH 66°02'39" EAST ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 21 A DISTANCE OF 3.27 FEET; THENCE LEAVING SAID NORTHERLY PROPERTY LINE AND RUNNING PARALLEL TO THE WEST LINE OF SAID LOT 21 SOUTH 00°31'00" WEST A DISTANCE OF 110.08 TO THE SOUTHERLY PROPERTY LINE OF SAID LOT 21; THENCE ALONG SAID SOUTHERLY PROPERTY LINE NORTH 66°02'39" WEST A DISTANCE OF 3.27 TO THE POINT OF BEGINNING.

CONTAINS APPROXIMATELY 330 SQUARE FEET

EASEMENT EXHIBIT

KING'S CROWN LOT 21 - RETAINING WALL



**EXHIBIT C
TO
EASEMENT AGREEMENT**

LEGAL DESCRIPTION OF THE SUPPORT MATERIALS PARCEL

The Support Materials Parcel is located in Summit County, State of Utah and is more particularly described and depicted as follows:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF LOT 21, KING'S CROWN RE-SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER (RECORDED 5/16/18 AS ENTRY NUMBER 1091847); SAID POINT BEING SOUTH 89°54'29" WEST, 1318.98 FEET TO THE 1/16TH CORNER AND SOUTH 00°31'00" WEST, 1315.37 FEET AND SOUTH 66°02'39" EAST, 3.27 FEET FROM THE NORTH QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE RUNNING PARALLEL TO THE WEST LINE OF SAID LOT 21 NORTH 00°31'00" EAST A DISTANCE OF 110.08 FEET TO THE NORTHERLY PROPERTY LINE OF SAID LOT 21; THENCE SOUTH 66°02'39" EAST ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 21 A DISTANCE OF 25.07 FEET; THENCE LEAVING SAID NORTHERLY PROPERTY LINE AND RUNNING PARALLEL TO THE WEST LINE OF SAID LOT 21 SOUTH 00°31'00" WEST A DISTANCE OF 110.08 FEET TO THE SOUTHERLY PROPERTY LINE OF SAID LOT 21; THENCE ALONG SAID SOUTHERLY LINE NORTH 66°02'39" WEST A DISTANCE OF 25.07 TO THE POINT OF BEGINNING.

CONTAINS APPROXIMATELY 2,532 SQUARE FEET

EASEMENT EXHIBIT

KINGS CROWN LOT 21 - SOIL NAILS

