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Rhonda Francis Summit County Recorder

10/08/2024 11:56:50 AM Fee \$46.00

WHEN RECORDED, RETURN TO: By COALITION TITLE AGENCY, INC.
Electronically Recorded

The Canyons Golf Club, LLC
c/o VR CPC Holdings, Inc.
1840 Sun Peak Drive
Park City, Utah 84068

Parcel No. EWD-EWD4

**GOLF CART PATH EASEMENT AGREEMENT
(Parcel EWD4)**

THIS GOLF CART PATH EASEMENT AGREEMENT (this “**Agreement**”) is made this 5th day of January, 2024, by and THE CANYONS RESORT VILLAGE ASSOCIATION, INC., a Utah nonprofit corporation, d/b/a The Canyons Resort Village Management Association (“**Grantor**”), and THE CANYONS GOLF CLUB, LLC, a Utah limited liability company (“**Grantee**”) (individually, a “**party**” and collectively, the “**parties**”).

RECITALS

A. Grantor is a master owner’s association governing a portion of The Canyons Specially Planned Area (the “**Canyons SPA**”) established pursuant to that certain Amended and Restated Development Agreement for The Canyons Specially Planned Area, dated November 15, 1999, and recorded November 24, 1999 as Entry No. 553911 in Book 1297 at Page 405 of the Official Record of Summit County, Utah, as amended (the “**SPA Agreement**”).

B. Grantor owns a certain parcel of real property located in the Canyons SPA and more particularly described on attached Exhibit A (the “**Grantor Parcel**”). The Grantor Parcel is subject to the SPA Agreement.

C. Grantee owns and operates a golf course located in the Canyons SPA as contemplated in the SPA Agreement (the “**Golf Course**”), which Golf Course is located on the parcels of real property described on Exhibit B attached hereto (the “**Golf Course Property**”).

D. A golf cart path and pedestrian easement over the Grantor Property is necessary for access to and the use, operation and maintenance of the Golf Course, and the parties desire to provide for such an easement over, across and through that portion of the Grantor Parcel described on Exhibit C attached hereto and depicted as “Golf Easement” on Exhibit D attached hereto (the “**Easement Area**”), on and subject to the terms and conditions of this Agreement. A golf cart path (the “**Golf Cart Path**”) currently exists on the Easement Area.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee agree as follows:

1. **Grant and Purpose of Easement.** Grantor hereby grants to Grantee, for the use of Grantee and its guests, invitees, managers, agents, employees and contractors (collectively, the “**Golf Course Grantees**”), for the benefit of the Golf Course Property, a perpetual, nonexclusive easement of access and use over, through, under and across the Easement Area, for (i) the passage of golf carts and golf course maintenance equipment; and (ii) pedestrian use by golfers using the Golf Course as authorized by the Golf Course Owner, subject to rules and regulations adopted by the Golf Course Owner from time-to-time; and (iii) the construction, maintenance, repair and replacement of the Golf Cart Path and the elements thereof; and (iii) for such other use by the Golf Course Grantees as may be reasonably necessary in connection with the use, maintenance, and operation of the Golf Course (the “**Golf Cart Path Easement**”). Grantor agrees that its use of the Easement Area shall not unreasonably interfere with the use of the Easement Area by the Golf Course Grantees for the purposes allowed herein.
2. **Maintenance.** Grantee shall, at its sole cost and expense, maintain the Golf Cart Path and the Easement Area in good order, condition and repair. If at any time Grantee fails to maintain the Golf Cart Path or any portion of the Easement Area as required herein, Grantor may provide notice of such failure to Grantee, and if Grantee fails to undertake and complete the necessary maintenance within 30 days after such notice, Grantor may perform such maintenance at Grantee’s expense. Notwithstanding the foregoing, in the event that the condition of the Golf Cart Path or any portion of the Easement Area poses an imminent risk of injury to persons or property, Grantor may perform such maintenance with such notice to Grantee as may be reasonable under the circumstances. Grantee shall reimburse Grantor for any expenses incurred by Grantor in performing maintenance pursuant to this Section within 15 days after delivery to Grantee of a written request for reimbursement, which request shall include reasonable documentation of such expenses.
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 Area to the general public, for the use by or benefit of the general public or for any public purpose whatsoever; it being the intent of the parties that this Agreement shall be strictly limited to and for the purposes expressed herein.
4. **Easements Appurtenant; Certain Easement in Gross.** The Easement, restrictions, rights and interest granted or created herein shall run with the land as an appurtenance to the Golf Course Property. The Golf Course Property shall constitute the dominant estate, and the Grantor Parcel shall constitute the servient estate. Notwithstanding the foregoing, if at any time the Golf Course permanently ceases to be operated on the Golf Course Property, the Golf Cart Path Easement granted to Grantee pursuant to this Agreement shall terminate and be of no further force and effect.

5. **Release, Waiver, and Disclaimer.** The Golf Course Grantees and all parties utilizing the Golf Cart Path Easement shall utilize the Golf Cart Path Easement at their own risk. Neither Grantor nor any of its officers, agents, employers or affiliates, or their successors and assigns shall be liable to any Golf Course Grantee or any other person claiming any loss or damage including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy (collectively a “Loss”) or arising from the use of the Golf Course Easement; provided however that this Section shall not apply to any Loss arising in whole or part out of the negligence or willful misconduct of Grantor.

6. **No Rights to Remainder of Grantor Parcel.** In no event shall this Agreement or the rights granted herein be deemed to allow the Golf Course Grantees (or members of the public) to enter onto any portion of the Grantor Parcel other than the Easement Area. Grantor reserves the right to install signs along the Golf Cart Path Easement (consistent with any applicable rules and regulations), prohibiting access to those portions of the Grantor Parcel adjacent to the Easement Area.

7. **Default.**

7.1 **Default by Grantor.** In the event of a default by Grantor under this Agreement, Grantee shall be entitled to institute proceedings (at law or in equity) for full and adequate relief, and/or compensation from the consequences of such default; provided, however, that such compensation shall not include consequential damages of any nature, including without limitation lost profits or punitive damages. Such remedies shall include without limitation the right to specific performance and injunctive relief. Notwithstanding anything to the contrary herein, no Golf Course Grantee other than Grantee shall have any right to enforce the rights of Grantee under this Agreement.

7.2 **Default by Grantee.** In the event of a default by Grantee under this Agreement, Grantor shall be entitled to institute proceedings (at law or in equity) for full and adequate relief, and/or compensation from the consequences of such default; provided, however, that such compensation shall not include consequential damages of any nature, including without limitation lost profits or punitive damages. Such remedies shall include without limitation the right to specific performance and injunctive relief and shall be in addition to and not in lieu of any rights or remedies to which such grantee may be entitled.

7.3 **Default Shall Not Permit Termination.** It is expressly agreed that no breach of this Agreement shall entitle a party to terminate this Agreement or the easement rights granted herein, but such limitation shall not affect in any manner any other rights or remedies which Grantor or any Golf Course Grantee may have hereunder by reason of any default hereunder.

8. **Miscellaneous.**

8.1 **Modification and Termination.** This Agreement and any provision, covenant, condition or restriction contained herein may be terminated, modified or amended only by a written agreement of Grantor and the Grantee. No termination, modification or amendment of this Agreement will be effective until a written instrument setting forth its terms has been executed by the parties, acknowledged and recorded in the office of the Recorder of Summit County, State of Utah.

8.2 **Captions.** The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

8.3 **Partial Invalidity.** If any provision of this Agreement, or the application hereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, unless such enforcement would defeat the principal purpose of this Agreement.

8.4 **Attorneys' Fees.** In the event of a breach or other dispute between the parties in the performance or interpretation of this Agreement, or otherwise arising out of or relating to this Agreement, the prevailing party in such dispute, whether pursued through litigation or otherwise, shall be entitled to recover from the other party all of its costs and expenses incurred in connection with such dispute, including reasonable attorneys' fees actually incurred.

8.5 **Governing Law.** The provisions of this Agreement shall be governed by the laws of the State of Utah.

8.6 **Execution in Counterparts.** This Agreement may be executed in two or more identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement.

8.7 **No Partnership.** The parties hereto do not, by this Agreement, become partners or joint venturers with each other in the conduct of their respective businesses, or otherwise.


8.8 **Recitals.** The Recitals set forth above are true and correct and, together with each of the exhibits to this Agreement, are incorporated herein by this reference.

[signature pages follow]

Grantor's Signature Page to Golf Cart Path Easement Agreement (Parcel EWD4):

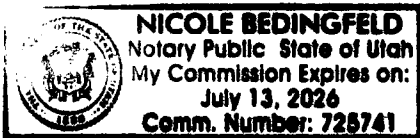
GRANTOR:

THE CANYONS RESORT VILLAGE ASSOCIATION, INC.,
a Utah nonprofit corporation, dba The Canyons Resort Village
Management Association

By: 
Brian Madacsi, President and CEO

STATE OF Utah)
)
) :ss.
COUNTY OF Summit)

This instrument was acknowledged before me on August 28, 2024, by Brian Madacsi, the President and CEO of The Canyons Resort Village Association, Inc., a Utah non-profit corporation.



1627873v2/RQN



Notary Public

My commission expires
July 13, 2026

Grantee's Signature Page to Golf Cart Path Easement Agreement (Parcel EWD4):

GRANTEE:

THE CANYONS GOLF CLUB, LLC,
a Utah limited liability company, by its Manager,

VR CPC Holdings, Inc., a Delaware corporation

By DocuSigned by:
Deirdra Walsh
370349087027403
Deirdra Walsh
Vice President and Chief Operating Officer

STATE OF COLORADO)
 : ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on January 5th, 2024 by Deirdra Walsh,
as Vice President and COO and authorized Manager of The Canyons Golf Club, LLC, a
Utah limited liability company.

My Commission Expires:
08/17/2026

DocuSigned by:
Kirby Brayman
CE2F05A725D949C
NOTARY PUBLIC
Residing at: Denver, CO 80204

KIRBY ELIZABETH BRAYMAN
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20224032113
My Commission Expires 8/17/2026

EXHIBIT A

Legal Description of Grantor Parcel

That certain real property located in Summit County, Utah, and described as follows:

**LOT EWD4, EAST WILLOW DRAW DEVELOPMENT AREA MASTER PLAT;
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE SUMMIT
COUNTY RECORDERS OFFICE**

EXHIBIT B

Legal Description of Golf Course Property

The following real property located in Summit County, Utah and more particularly described as follows:

LOWER VILLAGE PARCELS:

LOT LV2A LOWER VILLAGE DEVELOPMENT AREA MASTER PLAT AMENDMENT TO LV2A; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

LOT LV2B LOWER VILLAGE DEVELOPMENT AREA MASTER PLAT SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

LOT LV3, LOWER VILLAGE DEVELOPMENT AREA MASTER PLAT LV3 AMENDED SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.

Parcel ID Nos: LVDAM-LV2A-AM, LVDAM-LV2B, LVDAM-LV3-AM

WEST WILLOW DRAW PARCELS:

All of Parcels WWD1 and WWD2, WEST WILLOW DRAW DEVELOPMENT AREA MASTER PLAT, according to the official plat thereof, on file and of record in the Office of the Summit County Recorder.

Parcel ID Nos: WWDDAM-WWD1 and WWDDAM-WWD2

EAST WILLOW DRAW PARCELS:

All of Parcels EWD1, EWD2, and EWD4, EAST WILLOW DRAW DEVELOPMENT AREA MASTER PLAT, according to the official plat thereof, on file and of record in the Office of the Summit County Recorder.

Parcel ID Nos: EWD-EWD1; EWD-EWD2; and EWD-EWD4

FROSTWOOD PARCELS:

All of Golf Course Parcels "A", "B", and "C" of the FIRST AMENDED MASTER DEVELOPMENT PLAT OF FROSTWOOD, A PLANNED COMMUNITY, according to the official plat thereof, on file and of record in the Office of the Summit County Recorder.

And also:

Beginning at a point, said point being the West Quarter Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 00°00'55" West along the section line, a distance of 228.71 feet; thence leaving said section line West, a distance of 864.81 feet to the point of beginning; thence North 72°24'18" West, a distance of 132.53 feet; thence North 08°39'15" West, a distance of 162.70 feet; thence North 04°15'00" East, a distance of 77.12 feet; thence South 85°45'00" East, a distance of 90.36 feet; thence South 06°53'38" West, a distance of 20.02 feet to a point of curve to the left having a radius of 222.0 feet and a central angle of 07°17'04"; thence Southerly along the arc a distance of 28.22 feet; thence South 00°23'26" East, a distance of 127.77 feet to a point of curve to the left having a radius of 102.00 feet and a central angle of 58°02'58"; thence Southeasterly along the arc a distance of 103.34 feet; thence South 58°26'24" East, a distance of 12.17 feet to the point of curve of a non tangent curve to the left, of which the radius point lies South 71°57'00" East, a radial distance of 280.0 feet; thence Southerly along the arc, through a central angle of 035°00", a distance of 2.85 feet to the point of beginning.

Less and Excepting from Golf Course Parcel "A" the following:

Portions of Golf Course Parcel "A", FIRST AMENDMENT MASTER DEVELOPMENT PLAT OF FROSTWOOD, A PLANNED COMMUNITY, according to the official plat thereof, on file and of record in the Office of the Summit County Recorder, being more particularly described as follows:

Beginning at a point, said point being the West Quarter Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence North 00°00'55" East, a distance of 49.10 feet; thence West, a distance of 1,009.98 feet to the point of beginning; thence North 85°45'00" West, a distance of 30.28 feet; thence North 04°01'29" East, a distance of 656.89 feet; thence South 35°35'56" East, a distance of 51.29 feet; thence South 04°15'00" West, a distance of 617.47 feet to the point of beginning.

Beginning at a point, said point being the West Quarter Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence North 00°00'55" East, a distance of 708.55 feet; thence West, a distance of 697.87 feet to the point of beginning thence North 35°35'56" West, a distance of 233.16 feet; thence North 54°24'04" East, a distance of 11.13 feet; thence South 35°35'56" East, a distance of 217.76 feet; thence South 00°15'45" West, a distance of 19.0 feet to the point of beginning.

Beginning at a point, said point being the West Quarter Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 00°00'55" West, a distance of 21.29 feet; thence West, a distance of 778.66 feet to the point of beginning; thence North 46°13'48" West, a distance of 23.74 feet;

thence North 10°00'00" East, a distance of 596.40 feet; thence South 09°21'35" West, a distance of 347.82 feet; thence South 06°32'10" West, a distance of 262.27 feet to the point of beginning.

Parcel ID Nos: FRSTW-A-1AM, FRSTW-B-1AM, FRSTW-C-1AM, and PP-FRSTW-F5

EXHIBIT C

Legal Description of Easement Area

An easement located in the southwest quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said easement being described as follows:

Beginning at a point South 00°00'29" West 554.37 feet coincident with the section line and East 814.23 feet from a pipe and cap at the west quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°00'29" West 2639.24 feet between said west quarter corner and a GLO brass cap at the southwest corner of said Section 31), said point being on the north boundary of EWD 4, East Willow Draw Development Area Master Plat, recorded August 20, 2010, as Entry No. 905272 in the Summit County Recorder's Office; and running thence coincident with the north boundary of said EWD 4 the following two (2) courses: 1) South 73°09'10" East 45.15 feet; thence 2) South 52°12'39" East 36.41 feet to a point on a non tangent curve to the right having a radius of 57.00 feet, of which the radius point bears North 18°32'09" West; thence along the arc of said curve 88.98 feet through a central angle of 89°26'22" to the point of beginning.

Description contains 1,205 square feet.

EXHIBIT D

Depiction of Easement Area

