

WHEN RECORDED, MAIL TO:
FIRST WESTERN MANAGEMENT, LC
CIO Dan Margolis
P.O. Box 548
Park City, UT 84060

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1998 APR 29 15:57 PM FEE \$35.00 BY DMG
REQUEST: HIGH COUNTRY TITLE

r/o

EMERGENCY CROSS-EASEMENT AGREEMENT

THIS EMERGENCY CROSS-EASEMENT AGREEMENT ("Agreement") is entered into this 21st day of April, 1998, by and between FIRST WESTERN MANAGEMENT COMPANY, L.C., a Utah limited liability company and Joseph J. Mahoney and Louise Scott Mahoney ("First Western"), and BLACKHAWK RANCH, L.C., a Utah limited liability company ("Blackhawk")

WHEREAS, First Western is the owner of approximately 319.5 acres located in Sections 16 and 17 of Township 1 South, Range 4 East, Salt Lake Base and Meridian, and more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "First Western Parcel"). First Western desires to develop the First Western Parcel into a single-family residential subdivision which is not yet named; and

WHEREAS, Blackhawk is the owner of approximately 440.94 acres located in Section 19 of Township 1 South, Range 4 East, Salt Lake Base and Meridian, and more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein (the "Blackhawk Parcel"). Blackhawk desires to develop a portion of the Blackhawk parcel into a residential subdivision to be called the "Blackhawk Ranch"; and

WHEREAS, the roads in these subdivisions and the primary access roads to these subdivisions will not be dedicated to the public, but are to be held and maintained as private roads by the respective developers and their successors or assigns; and

WHEREAS, all of the aforescribed Parcels are located between the Jeremy Ranch Development to the west, Interstate 80 to the South, and the Silver Creek Development to the East and these five separate parcels are contiguous to one another; and

WHEREAS, Summit County has requested as a condition of approval of these separate residential subdivisions that First Western and Blackhawk enter into an agreement whereby emergency ingress and egress rights and maintenance of private access roads are coordinated in order to help ensure that future home owners and other visitors in these subdivisions will be able to vacate these subdivisions in times of emergency and that emergency personnel will have access to the property suitable to Summit County's needs;

NOW THEREFORE, the parties to this Agreement for good and valuable mutual consideration the receipt and sufficiency of which are hereby expressly acknowledged, do hereby agree and covenant as follows:

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1. EMERGENCY INGRESS/EGRESS EASEMENT

- a. Emergency Ingress/Egress Grant. Each of the parties to this Agreement hereby grants to the other parties a reciprocal "Emergency Ingress/Egress Easement" on the Easement Premises described below over, through, and across the Parcels described on Exhibits A and B attached hereto which shall hereinafter be appurtenant to these Parcels.
- b. Easement Premises. The Emergency Ingress/Egress Easement Premises shall be located on the present and future platted subdivision roads on each of these Parcels. Each of the Parcels described in this Agreement shall be both the "Dominant Estate" and "Servient Estate" of this easement grant. This Emergency Ingress/Egress Easement shall connect with and be accessible from the dedicated public roads at the following two points:
1. the intersection of the old Bitner Road and the Rasmussen Service Road near the Southeast corner of the First Western Parcel.
 2. the intersection of the Blackhawk Ranch subdivision road and the Rasmussen Service Road.
- e. Location of the Connecting Road between the First Western Parcel and the Blackhawk Parcel. There shall be one paved connecting point at the boundary of the First Western Parcel and the Blackhawk Parcel for this Emergency Ingress/Egress Easement. The roads constructed by First Western and Blackhawk to serve this connecting point for this Emergency Ingress/Egress Easement shall be constructed, as hereinafter provided, to a minimum width of graveled surface and minimum width of asphalt as required by the Summit County Fire District. The exact connecting point shall be in a location to be mutually agreed by both First Western and Blackhawk, but shall be located approximately on the boundary line of the subdivisions shown as the line between points "B" to "C" on Exhibit "C" hereto.
- f. Scope of the Easement. This Emergency Ingress/Egress Easement is not a grant of a general ingress/egress right of way for these respective Parcels. The grant of easement rights under this Section 1 shall be expressly limited to emergency purposes, including the right of the Park City Fire Service District, the Summit County Sheriff; and other local, state and federal emergency personnel to access each of these respective parcels, along with the right of the parties and the future lot owners on these parcels and their invitees to use this easement for ingress or egress to or from each of these Parcels only in times of emergency to protect their health, safety, or personal well-being. This easement is also grant for the installation of public utilities across, over and under the portion of this easement shown as the line between points "B" to "C" on Exhibit "C" hereto, including but not limited to; water, gas, electric, and telephone.
- g. Crash Gate Installation. A crash gate with design and materials acceptable to the adjoining property owners and Summit County, shall be constructed at the interior road connection

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between each of the subdivisions. The crash gate shall be constructed in a manner consistent to protect the rights of all the parties hereunder, and to enforce the above described Scope of the Easement. The crash gate at point "A" on Exhibit "C" hereto shall be constructed and paid for equally by Blackhawk and by First Western.

- h. Expansion of the Dominant Estate by Ownership or Common Development. If any party to this Agreement shall acquire an ownership interest in any additional land contiguous to any of the five original Parcels described herein, or shall enter into an agreement whereby adjoining land is developed under a common plan or scheme with one of the two original Parcels described herein, then the grant of Emergency Ingress easement rights, the easement premises and the Dominant and Servient Estates hereunder shall automatically be expanded at the execution of the development agreement to include the new parcel. If such a development agreement is executed by any party then that party shall immediately send notice to each of the other parties to this Agreement and shall cause a notice of expansion of the easement to be recorded in the Summit County Recorder's office.
- i. Timetable for Road Construction. The road improvements to be constructed under this Agreement shall be constructed by each Parcel owner on their respective parcels, to applicable Snyderville Basin Rural Development Guideline standards at the times each Parcel owner is required to complete such improvements by Summit County.
- j. Right of One Party to Build Roads on Another Party's Parcel. If it shall become necessary for any party to construct a road on another party's parcel in order for that party to obtain development approvals then that party shall have the right to construct the necessary road improvements on another party's parcel subject to the following limitations.
- i. The exact location, design and specifications shall first be approved by the party who owns the parcel on which the road is to be constructed (the "Parcel Owner").
 - ii. The constructing party shall be required to present to the Parcel Owner an accepted bid from a contractor to be approved by the Parcel Owner, and an executed construction contract improvements prior to the commencement of work on the parcel. The Parcel Owner shall then have the right to obtain another bid with the same specifications from another contractor and the contractor with the lowest bid shall be awarded the construction contract.
 - iii. The constructing party shall be required to post bonds to guarantee the completion of the improvements. They shall also provide to the Parcel Owner a fully paid, all-risk insurance policy in an amount of not less than \$1,000,000.00. The constructing party shall also be required to enter into a suitable indemnification agreement which will indemnify the Parcel Owner for any damage or liens which the Parcel Owner may suffer as a result of the road being constructed on the parcel. The constructing party shall also provide the Parcel Owner with a suitable certificate of insurance from the road contractor.

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- iv. The road specifications shall meet applicable Snyderville Basin Rural Development Guideline standards for that parcel and shall not require more than 20 feet of paved width, unless otherwise required by the County.
- v. The costs of constructing the road shall be paid exclusively by the constructing party and the Parcel Owner shall not be required to reimburse the constructing party for the costs of the road improvements. However, notwithstanding the foregoing, if the Parcel Owner ever records a subdivision plat which encompasses the subject road improvements, and which utilizes the subject road improvements as part of the subdivision road plan, then the Parcel Owner shall be required to repay the constructing party within one year of the date of the recording of the subdivision plat for 50% of the bid cost or actual cost of the of the road improvements, whichever is less.
- vi. The constructing party shall also be responsible for maintenance and snow removal on these road improvements until such time as the Parcel Owner records a subdivision plat which encompasses the subject road improvements, and which utilizes the subject road improvements as part of the subdivision road plan, at which time the maintenance and snow removal shall become the responsibility of the Parcel Owner.
- k. Maintenance of Roads. Subject to the limitation in Section j.vi. above, each party hereto shall be responsible to keep the roads on their respective parcels adequately maintained and shall use reasonable efforts to keep said roads clear of snow and other debris and passable at all times.

2. CONSTRUCTION REIMBURSEMENTS: Each Parcel Owner shall be responsible for the construction costs of that road section which lies within that parcel. The cost of utility installation is to be the responsibility of that Parcel Owner that benefits from the utility installed.

a. Road Improvements to Be Constructed. The First Western and Blackhawk road shall be constructed with the following improvements:

- i. Road Grading
- ii. Drainage Swale
- iii. Road Sub-Base Gravel
- iv. Road Base Gravel
- v. Pavement (Minimum of 3" depth and 20' of width)
- vi. Culverts

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Each of the above described improvements contemplated herein shall be installed to applicable Snyderville Basin Rural Development Guidelines for a Major Road applicable at the time of construction

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- b. Engineering and Surveys. The cost of designing and engineering the road improvements along with the costs of any necessary surveys and final engineering compliance inspections shall be included in the total construction costs of each road segment.
- c. Construction Bids and Contracts for the Shared Segments. First Western or Blackhawk shall be responsible for obtaining suitable construction bids for the improvements to the connecting road.

3. MISCELLANEOUS

- a. Use of Easement Premises. Other than the use for emergency ingress/egress and utility installation, the exclusive use of the easement premises granted hereunder is not hereby granted. The right to use the easement premises, likewise for ingress and egress is expressly reserved by all the parties to this Agreement.
- b. Division of Dominant Estates. If any Parcel described hereunder or any Parcel which may hereinafter become subject to this Agreement is hereafter divided into two or more parts by separation of ownership or by lease, all such parts shall enjoy the benefit of the easements hereby created.
- c. Running of Benefit and Burden. All provisions of this Agreement, including the benefit and burden hereof, shall run with the land and are binding upon and shall inure to the benefit of the successors, assigns, tenants and representatives of the parties hereto.
- d. Notice. All required notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if signed by the respective persons giving them or by their attorneys and delivered by hand, or deposited in the mail, certified, return receipt requested, properly addressed and postage prepaid as follows:

To First Western: c/o Dan Margolis
 P.O. Box 548
 Park City, Utah 84060

To Blackhawk: c/o Jim Doilney, Manager
 1351 Moray Court
 Park City, Utah 84060

- e. Construction. The rule of strict construction does not apply to this Agreement. This Agreement will be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to the grantees hereunder will be

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implemented.

- f. Arbitration. Any dispute regarding this Agreement which cannot be resolved by the parties shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association Any party to this Agreement may enforce this instrument by arbitration. Attorney's fees and other costs will not be recoverable, except as a part of an arbitrated settlement
- g. Facsimile Signatures. Facsimile signatures shall be accepted as original signatures and shall be binding.
- h. Entire Agreement. This Agreement contains the entire agreement between the parties, and there are no representations, agreements, arrangements or understanding, oral or written that are not fully expressed in this Agreement.
- i. Modification. This Agreement shall not be modified except by an instrument in writing signed by the parties hereto.
- j. Interpretation. The headings contained in this Agreement are solely for the purpose of reference, are not part of the Agreement of the parties and will not in any way affect the meaning or interpretation of this Agreement.
- k. Other Agreements to Remain in Effect. This Agreement is not intended to modify, supersede or replace any other written ingress/egress easement agreement which may have been executed in regards to any of the five parcels described herein. All other written easement agreements on these parcels shall remain in full force and effect.
- l. Prescriptive Rights Abandoned. All parties to this Agreement do hereby mutually abandon any claims they may have to any prescriptive easement rights or other non-granted easement rights to which they may presently be entitled over and across the parcels which are subject to this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this agreement as of the date and year first written above:

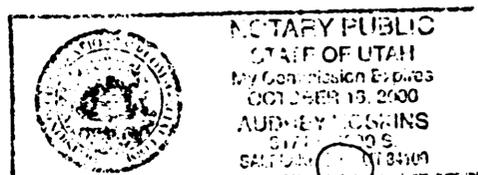
BLACKHAWK RANCH, L.C.
a Utah limited liability company

By: [Signature]

It's: MEMBER

By: [Signature]

It's: MEMBER



For Paula [Signature]

FIRST WESTERN MANAGEMENT, L.C.
a Utah limited liability company

By: [Signature]

It's: MANAGING MEMBER

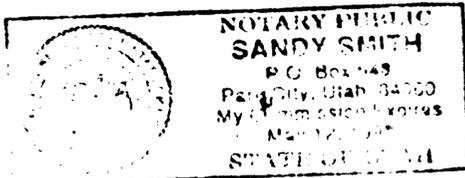
By: [Signature]

It's: MEMBER

ACKNOWLEDGEMENT

BLACKHAWK'S ACKNOWLEDGMENT

State of Utah)
County of Summit)ss.

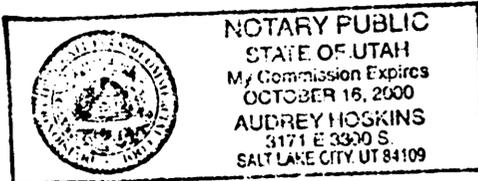


The foregoing instrument was acknowledged before me this 21st day of April, 1998 by Michael Dailorey who is the Member of BLACKHAWK RANCH, L.C. and who executed this instrument on behalf of BLACKHAWK RANCH, L.C. with proper authority.

NOTARY PUBLIC 

BLACKHAWK'S ACKNOWLEDGMENT

State of Utah)
County of SALT LAKE)ss.



The foregoing instrument was acknowledged before me this 24th day of APRIL, 1998 by PAULA SWANER SARGETAKIS who is the MEMBER of BLACKHAWK RANCH, L.C. and who executed this instrument on behalf of BLACKHAWK RANCH, L.C. with proper authority.

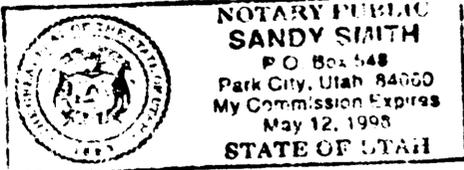
NOTARY PUBLIC 

ACKNOWLEDGEMENT

STATE OF UTAH

COUNTY OF SUMMIT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF April, 1998 BY STEVE HONEYWELL WHO IS THE Managing Member OF FIRST WESTERN MANAGEMENT COMPANY, L.C., AND WHO EXECUTED THIS INSTRUMENT ON BEHALF OF FIRST WESTERN MANAGEMENT COMPANY, L.C. WITH PROPER AUTHORITY.

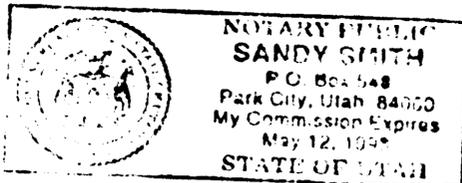


NOTARY PUBLIC 

STATE OF UTAH

COUNTY OF SUMMIT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF April, 1998 BY CAROL HONEYWELL WHO IS THE Member OF FIRST WESTERN MANAGEMENT COMPANY, L.C. AND WHO EXECUTED THIS INSTRUMENT ON BEHALF OF FIRST WESTERN MANAGEMENT COMPANY, L.C. WITH PROPER AUTHORITY.



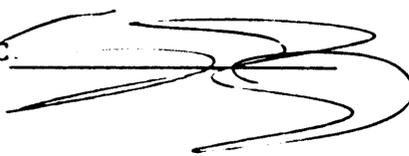
NOTARY PUBLIC 

EXHIBIT A

THE FIRST WESTERN PARCEL

BEGINNING at the Northeast corner of Section 17, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 89°48' East 317.25 feet to an old existing fence line (the next five courses are along said fence line); thence South 00°07'10" East 1332.92 feet; thence North 88°30'37" West 254.43 feet; thence South 51°02'35" West 1099.40 feet; thence South 27°29'56" West 1579.38 feet; thence South 03°40'29" West 1877.62 feet to the Southerly line of said Section 17, thence North 89°49'11" West 78.29 feet along said line; thence North 00°03'05" West 1327.25 feet more or less to the 40 acre line; thence North 89°43'39" West 3600 feet along said line to the Westerly line of said Section 17; thence North 00°03'01" West 3999.12 feet along said section line to the Northwest corner of said Section 17; thence North 89°59'20" East 2647.15 feet along the Northerly line of said Section 17, to the North quarter corner; thence South 88°54'35" East 2675.10 feet along the Northerly line of said Section 17 to the point of BEGINNING.

EXCEPTING THEREFROM:

BEGINNING at a point North 0°03'01" West 1333.04 feet more or less along the section line from the Southwest corner of Section 17, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and said point also being on the 40 acre line of said Section 17; and running thence North 0°03'01" West 2045.10 feet along said West line of Section 17; thence South 89°43'39" East 2556.00 feet; thence South 0°03'01" East 2045.10 feet more or less to said 40 acre line; thence along said 40 acre line North 89°43'39" West 2556.00 feet to the point of BEGINNING.

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EXHIBIT "B"

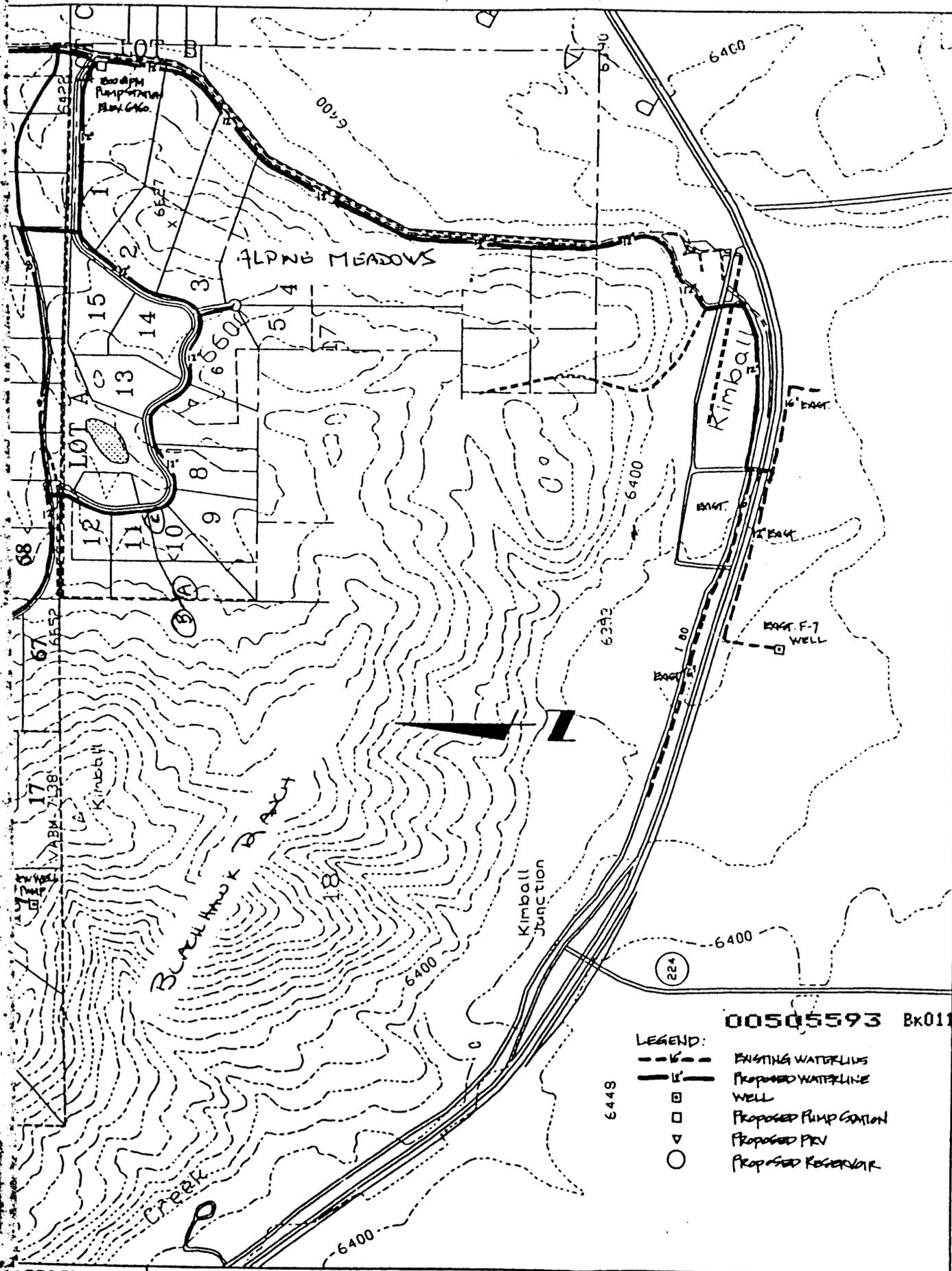
THE BLACKHAWK PARCEL

BEGINNING at a point North 00°03'51" east along the Section line 60.92 feet from the Northeast corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 37°19'04" West 64.56 feet; thence North 73°43'27" East 31.49 feet; thence North 04°43'38" West 55.08 feet; thence North 66°28'03" West 51.06 feet; thence North 52°45'31" West 57.80 feet; thence North 27°30'16" West 39.74 feet; thence North 42°05'50" West 71.16 feet; thence North 70°54'40" West 137.22 feet; thence North 54°26'35" West 80.04 feet; thence North 67°03'06" West 69.98 feet; thence North 08°46'35" East 22.94 feet; thence North 28°01'58" West 27.34 feet; thence North 76°21'31" West 60.59 feet; thence North 69°53'29" West 150.93 feet; thence South 77°51'07" West 80.12 feet; thence North 68°54'54" West 130.12 feet; thence South 73°51'38" West 98.87 feet; thence South 86°54'40" West 68.46 feet; thence South 33°43'48" West 20.59 feet; thence South 63°58'47" West 67.13 feet; thence North 89°03'28" West 35.47 feet; thence South 07°08'24" East 48.17 feet; thence South 56°59'13" East 30.72 feet; thence South 54°04'29" West 74.17 feet; thence North 89°47'50" West 78.24 feet; thence North 38°10'22" West 68.52 feet; thence North 44°11'00" West 48.74 feet; thence North 14°52'00" West 57.54 feet; thence North 51°45'00" West 65.17 feet; thence South 80°10'00" West 74.92 feet; thence South 45°21'00" West 56.72 feet; thence South 57°55'00" West 77.83 feet; thence West 34.94 feet; thence North 63°52'00" West 29.05 feet; thence South 78°16'00" West 65.34 feet; thence South 60°51'00" West 170.76 feet. thence South 85°47'00" West 170.76 feet; thence South 85°47'00" West 73.50 feet; thence North 74°21'00" West 28.03 feet; thence South 70°25'16" West 84.00 feet; thence along the boundary line of Spring Creek Plat "A" Subdivision, according to the official plat on file with the Summit County Recorder office South 53°51'00" West 334.70 feet; thence along the boundary line of Spring Creek Plat "A" Second Amended Subdivision, according to the official plat on file with the Summit County Recorder's office North 70°47'29" West 400.32 feet; thence North 00°53'47" West 1638.88 feet; thence West 1322.90 feet; thence North 00°55'56" West 2054.89 feet; thence South 89°45'04" West 1305.20 feet; thence along the West line of Section 18 North 00°12'18" West 1248.54 feet; thence along the North line of Section 18 North 89°25'03" East 5356.29 feet; thence along the East line of Section 18 South 00°03'51" West 5271.78 feet to the point of BEGINNING.

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EXHIBIT C



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- LEGEND:
- EXISTING WATERLINE
 - - - PROPOSED WATERLINE
 - WELL
 - PROPOSED PUMP STATION
 - ▽ PROPOSED PRV
 - PROPOSED RESERVOIR

ASSOCIATES

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OF 2 SHEETS
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Handwritten initials and a signature.

Joseph J. Mahoney

Joseph J. Mahoney

Louise Scott Mahoney

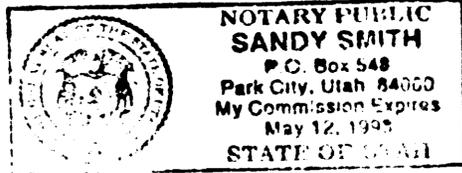
Louise Scott Mahoney

MAHONEY'S ACKNOWLEDGMENT

State of Utah)

County of Summit)

) ss
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The foregoing instrument was acknowledged before me this 22 day of April 1998 by Joseph J. Mahoney and Louise Scott Mahoney.