

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

**00794057** Bk01823 Pg01662-01674

ALAN SPRIGGS, SUMMIT CO RECORDER  
2006 OCT 17 13:52 PM FEE \$34.00 BY CW  
REQUEST: PREMIER TITLE INSURANCE AGENCY  
Electronically Recorded by Simplifile

Space above for County Recorder's Use

### **GOLF CART PATH EASEMENT AGREEMENT**

THIS GOLF CART PATH EASEMENT AGREEMENT (the "Agreement") is made effective this 2<sup>nd</sup> day of May, 2006, by and between Canyon Links at Jeremy Ranch, LLC, a Utah limited liability company ("Grantor"), and The Jeremy Golf and Country Club, Inc., a Utah non-profit 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. Grantor is the owner of certain real property located in Summit County, Utah (the "Grantor Property"). Grantee is the owner of certain real property located adjacent to the Grantor Property ("Grantee Property"), more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. Grantor and Grantee are parties to that certain Settlement Agreement and Mutual Release of even date herewith ("Settlement Agreement") which agreement provides that Grantor shall grant to Grantee an easement for a golf cart path.

C. Pursuant to the Settlement Agreement, Grantor has or will execute that certain subdivision plat ("Subdivision Plat") for Canyon Links at Jeremy Ranch Golf & Country Club Phase 2, a planned community related to the development of a portion of the Grantor Property.

D. In accordance with and subject to the terms and conditions of this Agreement, Grantor has agreed to grant and convey to Grantee a nonexclusive easement for a golf cart path on the portion of the Grantor Property in the location depicted on the Subdivision Plat a reduced copy of which is attached hereto as Exhibit B (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, nonexclusive easement ("Easement") to construct, maintain, operate, repair and replace a surface asphalt path solely for a golf cart path over and across the Easement Property. The Easement Property is more particularly described in Exhibit C attached hereto and incorporated herein by this reference. The Easement Property and the Grantee Property are sometimes referred to herein collectively as the "Parcels" and individually as a "Parcel".

2. Use of Easement. Grantee's use of the Easement shall be limited to the members, invitees and guests of Grantee's golf club known as the Jeremy Ranch Golf Course, and shall be used by such persons solely for the purpose of golf cart and pedestrian access in connection with the play of golf.

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 Easement Property or improvements thereto.

4. Warranty of Title. Grantor warrants against all claiming by, through or under it to Grantee that Grantor has the right to grant the Easement and shall indemnify Grantee from any claims, loss, cost, damage or expense, including attorney's fees and court costs, arising from any breach of the warranty. Grantee shall accept the Easement subject to all matter of record.

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

6. 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 the 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 fee, 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.

7. 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 the facilities of the United States Post Office, 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:

If to Grantee:

The Jeremy Golf and Country Club, Inc.  
8770 North Jeremy Road  
Park City, Utah 84098  
Attention: Richard W. Schaefer

If to Grantor:

Canyon Links at Jeremy Ranch, LLC  
7084 South 2300 East, Suite 210  
Salt Lake City, Utah 84121  
Attention: Craig Embley

8. 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 public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

(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 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 provision 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 provision 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 for and on behalf of the respective Parties. The Parties specifically represent and warrant that no other parties are required to join or execute this Agreement to validate 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 may be executed in any number of counterparts, each of which, when executed and delivered, by facsimile or otherwise, shall be deemed an original, but all of which shall together constitute one and the same instrument.

(m) Entire Agreement. 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.

[SIGNATURE PAGE FOLLOWS]

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

**GRANTOR:**

Canyon Links at Jeremy Ranch, LLC, a Utah limited liability company

Date: 5/2/06

By: Craig M. Engle  
Print Name: Craig M. Engle  
Title: Manager

**GRANTEE:**

The Jeremy Golf and Country Club, Inc., a Utah non-profit corporation

Date: 5/3/06

By: Larry P. Eagan  
Print Name: Larry P. Eagan  
Title: Club President

STATE OF UTAH

)

:ss.

COUNTY OF SALT LAKE

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The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day May, 2006, by Craig Embley, the Manager of Canyon Links at Jeremy Ranch, LLC, a Utah limited liability company, on behalf of the company.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Salt, Ut

My Commission Expires:

1/13/2008



STATE OF UTAH

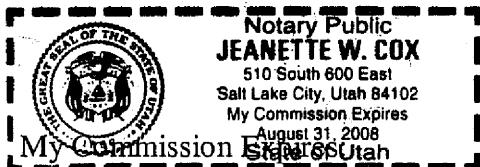
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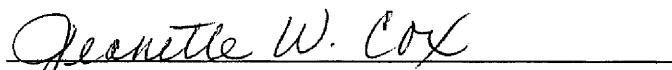
:ss.

COUNTY OF Salt Lake

)

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day May, 2006, by Craig Embley, the President of The Jeremy Golf and Country Club, Inc., a Utah non-profit corporation, on behalf of the corporation.



  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

8/31/08

**EXHIBIT A  
TO  
GOLF CART PATH EASEMENT AGREEMENT**

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(Description of Grantee Property)

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

## 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 36° 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 41.62 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.

00378672 040723 P00599

00794057

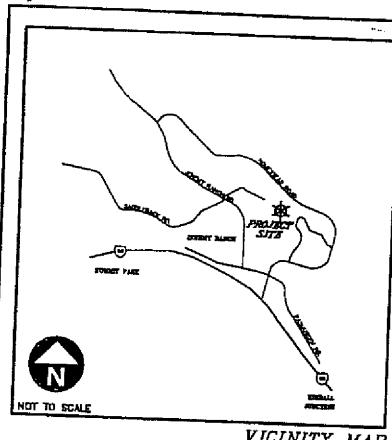
BK1823 PG1669

EXHIBIT B  
TO  
GOLF CART PATH EASEMENT AGREEMENT

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(Depiction of Golf Cart Path)

*See Attached*



VICINITY MAP

LINE TABLE		
LINE	LENGTH	BEARING
L1	86.30	S14°00'00"E
L2	8.00	S88°13'00"E
L3	41.60	S88°13'00"E
L4	6.82	N57°38'58"W
L5	30.00	N31°47'00"E
L6	21.63	N31°47'00"E
L7	77.17	N82°20'00"W
L8	6.13	S34°35'57"W
L9	5.47	N34°23'21"E
L10	3.94	N28°31'21"E
L11	4.84	N26°26'20"E
L12	15.36	N27°29'32"E
L13	3.84	N27°30'32"E
L14	12.86	N32°27'41"W

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	424.91°	1000.00	76.80
C2	811.04°	830.00	84.16
C3	420.37°	975.42	68.40
C4	108.83°	880.40	4.37
C5	140.51°	225.00	55.18
C6	130.70°	970.00	31.18
C7	201.41°	970.00	8.81
C8	341.03°	480.00	30.88
C9	416.31°	420.00	31.34
C10	128.10°	20.00	10.53
C11	051.49°	14.00	6.33
C12	038.10°	1030.00	117.4
C13	022.23°	1030.00	8.70
C14	143.46°	1030.00	31.08
C15	030.43°	1030.00	15.19
C16	132.03°	1030.00	47.58
C17	127.23°	1030.00	26.18
C18	474.07°	970.00	74.49

UTILITY EASEMENT APPROVAL

THE SHOWN UTILITY EASEMENTS HAVE BEEN APPROVED AND ACCEPTED THIS 20 DAY OF 20

BY UTAH POWER, A DIVISION OF PACIFIC CORP.  
AUTHORIZED AGENT

PARK CITY FIRE SERVICE DISTRICT  
APPROVED THIS 20 DAY OF 20

BY PARK CITY FIRE SERVICE DISTRICT,  
FIRE MARSHAL

WATER DISTRICT

APPROVED THIS 20 DAY OF 20

BY SUMMIT WATER DISTRICT,  
AUTHORIZED AGENT

SUMMIT COUNTY PUBLIC WORKS

APPROVED THIS 20 DAY OF 20

BY SUMMIT COUNTY PUBLIC WORKS DEPARTMENT,  
PUBLIC WORKS DIRECTOR

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT  
APPROVED THIS 20 DAY OF 20

ADMINISTRATIVE DIRECTOR

LEGEND

- ◆ SECTION CORNER
- ◆ EXISTING STREET MONUMENT
- ◆ STREET MONUMENT TO BE SET (3 REQUIRED)
- ◆ 5/8" IRON PIPE w/CAP  
MARKED L.S. T47581
- ◆ FOUND REBAR w/CAP  
MARKED AS NOTED
- ◆ COMMON AREA
- ◆ PRIVATE OWNERSHIP
- ◆ RESTRICTED COMMON AREA
- ◆ CART PATH EASEMENT

LOT	SO. FT.	ADDRESS
57	2451	3108 W. LOWER SADDLEBACK ROAD
58	1833	3118 W. LOWER SADDLEBACK ROAD
59	1833	3128 W. LOWER SADDLEBACK ROAD
60	2481	3108 W. LOWER SADDLEBACK ROAD
61	3148	3118 W. LOWER SADDLEBACK ROAD
62	1833	3128 W. LOWER SADDLEBACK ROAD
63	2451	3108 W. LOWER SADDLEBACK ROAD
64	2451	3108 W. LOWER SADDLEBACK ROAD
65	1833	3118 W. LOWER SADDLEBACK ROAD
66	2451	3108 W. LOWER SADDLEBACK ROAD
67	2372	3128 W. LOWER SADDLEBACK ROAD
68	2375	3121 W. LOWER SADDLEBACK ROAD
69	2375	3228 W. LOWER SADDLEBACK ROAD
70	2451	3108 W. LOWER SADDLEBACK ROAD
71	1833	3250 W. LOWER SADDLEBACK ROAD
72	1833	3264 W. LOWER SADDLEBACK ROAD
73	2449	3268 W. LOWER SADDLEBACK ROAD

CANYON LINKS AT JEREMY RANCH  
GOLF AND COUNTRY CLUB  
PHASE 2  
18.95 ACRES

POINT OF BEGINNING

SOUTHWEST CORNER SECTION 2  
T.I.S. R-32 S.L.B.4N.  
NOT FOUND

JEREMY RANCH PLAT 3 LOCATION

588°47'18"W 5231.08'  
(BASIS OF BEARING BETWEEN SECTION CORNERS)

plat E&L (Canyon Links at Jeremy Ranch/UT)  
No. 200-711-PLAT-101-001 | plat date: May 02, 2004 | plat by: SLB

COUNTY ASSESSOR

REVIEWED AND ACCEPTED BY:  
THE OFFICE OF THE SUMMIT COUNTY ASSESSOR  
THIS 20 DAY OF 2005.

SUMMIT COUNTY ASSESSOR

COUNTY PLANNING COMMISSION

APPROVED AND ACCEPTED BY:  
THE SNYDERVILLE BASIN PLANNING COMMISSION  
THIS 20 DAY OF 2005.

PLANNING COMMISSION CHAIRMAN

WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO:  
THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT'S  
STANDARDS.  
THIS 20 DAY OF 2005.

S.B.R.D.

COUNTY ENGINEER

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT REVIEWED  
BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE  
WITH THE INFORMATION ON FILE IN THIS OFFICE.

DATE: 2005 SUMMIT COUNTY ENGINEER

00794057

BK1823 PG1671



**EXHIBIT C  
TO  
GOLF CART PATH EASEMENT AGREEMENT**

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(Description of Easement Property)

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

A PARCEL OF LAND LOCATED IN SECTION 2, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SUMMIT COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH  $89^{\circ}47'18''$  WEST, 1149.18 FEET AND NORTH  $00^{\circ}12'42''$  WEST, 981.78 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 2; THENCE NORTH  $59^{\circ}27'41''$  WEST, 12.96 FEET; THENCE NORTH  $20^{\circ}36'34''$  WEST, 41.62 FEET; THENCE NORTH  $29^{\circ}51'41''$  EAST, 109.33 FEET; THENCE SOUTH  $14^{\circ}10'00''$  EAST, 66.33 FEET; THENCE SOUTH  $30^{\circ}32'19''$  WEST, 88.29 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES, MORE OR LESS.

Part of Tax ID: SS-3-E-1

BK1823 PG1674

**00794057**