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Rhonda Francis Summit County Recorder

05/02/2022 03:56:26 PM Fee \$142.00

By ROSING DAVIDSON

Electronically Recorded

## **RESTATED PRIVATE ACCESS & SHARED USE EASEMENT AGREEMENT**

This Restated Private Access & Shared Easement Agreement (this "Agreement") is entered into by and between Bear Hollow Ridge Owners Association, Inc. ("BHR"), a Utah non-profit corporation, with a registered address of 1794 Olympic Parkway, Ste. 200, Park City, Utah 84098 and The Lodges at Bear Hollow Condominium Homeowners Association, Inc. ("LBH") a Utah non-profit corporation, with a registered address of 460 E. 800 N. Orem, Utah, 84059.

### RECITALS

- A. BHR and LBH are parties to that certain Private Access & Shared Use Easement agreement, recorded with the Office of Recorder for Summit County, Utah, on February 29, 2016, as Entry No. 01039964, Book 2340, Page 0875 (the "Hot Tub Agreement") governing the hot tub located on BHR property and served exclusively by utilities located on Bear Hollow Lodge Building "D" premises.
- B. A dispute arose between the parties regarding the performance of the operation and maintenance of the hot tub and the payment obligations therefore. To resolve the dispute between them, the parties desire to revise and restate the Hot Tub Agreement and the parties' respective obligations and responsibilities with respect to the hot tub under the terms and conditions set forth below.

NOW, THEREFORE, based on the foregoing, the parties agree as follows:

### AGREEMENT

1. SETTLEMENT PAYMENT AND MUTUAL RELEASE OF ALL CLAIMS. Contemporaneous with execution and recording of this Agreement, BHR shall pay LBH the sum of \$10,000.00. The parties hereby agree to a mutual release of all claims arising from or related to the Hot Tub Agreement and each party's performance thereunder.
2. EASEMENT. BHR, as Grantor, does hereby reaffirm the grant to the unit owners of Building "D" of LBH, as Grantee, a perpetual, non-exclusive, private easement upon, over, under and across the public area portion of the BHR property described in Exhibit A, on which the hot tub is located for the purposes described below. There is reserved to Grantor and its members all rights to use of the hot tub. The purpose of this easement is for pedestrian access, and for the operation, use, maintenance, repair, modification, and replacement from time to time, of the hot tub and improvements related thereto. This easement shall run with the land in favor of the parties, their successors, and assigns for the benefit of both parties and the LBH Building "D" unit owners.

3. OPERATING AND MAINTENANCE. LBH shall be responsible for the operation, maintenance, repair, and replacement of the hot tub, including all systems and utility lines serving the hot tub. In the event of closure of the hot tub for a period of more than seven (7) days for maintenance, repair, or otherwise, LBH shall temporarily make available to BHR members use of another LBH building hot tub for the duration of the closure. LBH shall notify BHR of any maintenance, repair, or other closure of the hot tub for any period longer than twenty-four (24) hours so that BHR may notify its members of the same.
4. PAYMENT OBLIGATIONS. BHR shall pay LBH the sum of \$12,000.00 annually, payable in quarterly installments. Commencing on January 1, 2023, and on each January 1 thereafter, BHR's annual payment obligation shall be adjusted (upward but not downward) by LBH, based on the Consumer Price Index for Urban Consumers (the "CPI-U") percentage change over the prior twelve (12) month period (Base Year), as published by the United States Bureau of Labor Statistics. The initial CP calculation on January 1, 2023, shall be prorated to account for the Effective Date of this Agreement. (CPI-U FORMULA = Cost of Market Basket in a Given Year ÷ Cost of Market Basket at Base Year x 100) (e.g., 12 month percentage change from January 2021 to January 2022 was 7.5%).
5. EFFECTIVE DATE. The parties agree that the effective date of this Agreement (the "Effective Date") is April 1, 2022.
6. ENTIRE AGREEMENT. The terms and conditions in this Agreement contain the entire understanding and agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes and replaces the Hot Tub Agreement, in its entirety.
7. AUTHORITY. The persons executing this Agreement on behalf a party warrants his or her authority to do so and to bind the corporation to this Agreement and the terms and conditions herein.

[Signature pages follow]

BEAR HOLLOW RIDGE OWNERS ASSOCIATION, INC.

By: *Sandra L. Glynn*

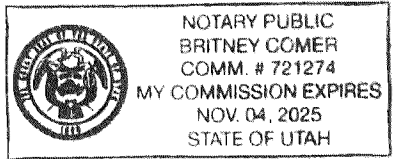
Printed Name: Sandra L. Glynn

Its: President

STATE OF <sup>Utah</sup> ~~NEVADA~~ )  
 ):ss  
COUNTY OF Summit )

On this 21<sup>st</sup> day of April, 2022, personally appeared before me, a notary public, Sandra Glynn, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the President of Bear Hollow Ridge Owners Association Inc., and that said document was signed by him/her on behalf of said corporation with all necessary authority, and acknowledged to me that said company executed the same.

*Britney Comer*  
NOTARY PUBLIC



THE LODGES AT BEAR HOLLOW CONDOMINIUMS HOMEOWNERS ASSOCIATION

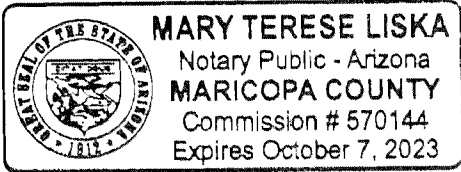
By: *Timothy W. Barton*

Printed Name: Timothy W. Barton

Its: President

STATE OF ARIZONA )  
 ):ss  
COUNTY OF MARICOPA )

On this 20, day of April, 2022, personally appeared before me, a notary public, Timothy W. Barton, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the President of Bear Hollow Ridge Homeowner's Association, a Utah corporation, and that said document was signed by him on behalf of said corporation with all necessary authority, and acknowledged to me that said corporation executed the same.



*Mary Terese Liska*  
NOTARY PUBLIC

EXHIBIT A  
LEGAL DESCRIPTION

The real properties and units subject to the foregoing RESTATED PRIVATE ACCESS & SHARED USE EASEMENT AGREEMENT are located in Summit County, State of Utah, more fully described as follows:

Bear Hollow Ridge Condominiums, all units, according to the official plat thereof of record and on file with the Office of Recorder for Summit County, Utah recorded on February 11, 2015, as Entry No. 1012520, and appurtenant common area and facilities.

Parcel Nos.

BHRC-2101	BHRC-2206	BHRC-2307
BHRC-2102	BHRC-2207	BHRC-2308
BHRC-2103	BHRC-2208	BHRC-2401
BHRC-2104	BHRC-2301	BHRC-2402
BHRC-2201	BHRC-2302	BHRC-2403
BHRC-2202	BHRC-2303	BHRC-2404
BHRC-2203	BHRC-2304	BHRC-2405
BHRC-2204	BHRC-2305	BHRC-2406
BHRC-2205	BHRC-2306	

The Lodges at Bear Hollow Village III, all units, according to the official plat thereof, of record and on file with the Office of Recorder for Summit County, Utah, recorded on July 2, 2007, as Entry No. 818217, and appurtenant common areas and facilities.

Parcel Nos.

LBHV-III-4101	LBHV-III-4209	LBHV-III-4309
LBHV-III-4102	LBHV-III-4210	LBHV-III-4310
LBHV-III-4103	LBHV-III-4211	LBHV-III-4311
LBHV-III-4104	LBHV-III-4212	LBHV-III-4312
LBHV-III-4201	LBHV-III-4301	LBHV-III-4401
LBHV-III-4202	LBHV-III-4302	LBHV-III-4402
LBHV-III-4203	LBHV-III-4303	LBHV-III-4403
LBHV-III-4204	LBHV-III-4304	LBHV-III-4404
LBHV-III-4205	LBHV-III-4305	LBHV-III-4405
LBHV-III-4206	LBHV-III-4306	LBHV-III-4406
LBHV-III-4207	LBHV-III-4307	LBHV-III-4407
LBHV-III-4208	LBHV-III-4308	