

**ACCESS & UTILITY EASEMENT AGREEMENT
(THROUGH RED LEDGES)**

THIS ACCESS AND UTILITY EASEMENT (this "Agreement") is made as of this 19th day of December 2023 ("Effective Date"), by and between RED LEDGES LAND DEVELOPMENT, INC., a Florida corporation, whose address is 205 N. Red Ledges Blvd., Heber City, UT 84032, ("Red Ledges"), and RHK HOLDINGS, LLC, a Wyoming limited liability company, whose address is 1109 N. Chimney Rock Rd., Heber City, UT 84032 ("RHK"). Red Ledges and RHK are sometimes referred to herein individually as a "Party" or "Owner" and collectively as the "Parties" or "Owners."

RECITALS

A. Red Ledges is the current owner in fee simple of the Red Ledges Property, contained in the Red Ledges Subdivision, as more particularly described on Exhibit A ("Red Ledges" or "Burdened Property"); and

B. RHK is the current owner in fee simple of the property to the east of Red Ledges as more particularly described on Exhibit B (as defined below) ("RHK Property" or "Benefitted Property"); and

C. Red Ledges desires to grant to RHK those certain easements for the purposes and on the terms and conditions set forth below, through, on, over, and across the real property more particularly described in exhibits set forth below and made a part of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purchase and Grant of Easements. RHK agrees to buy and Red Ledges agrees to sell a "Roadway Access Easement" and a "Driveway and Utility Easement" (together, the "Easements") for the purposes and on the terms and conditions set forth below, through, on, over, across and under the real property more particularly described on Exhibit C and Exhibit D (together, the "Easement Areas") for that consideration set forth in a separate agreement referred to as the Access and Utility Easement and Land Agreement.

2. Description of Easements.

- a. Roadway Access Easement. Subject to the terms, covenants, agreements, restrictions and conditions of this Agreement, Red Ledges hereby grants to RHK a non-exclusive, appurtenant, and perpetual access easement across those certain platted and private road ways, as they now exist in their "as is" condition, and as modified from time to time by Red Ledges, any of its affiliates, or the HOA (as defined herein) in accordance with the Declaration,

as defined herein ("Roadways") and located within the Red Ledges Property (the "Roadway Access Easement") over and across the land and as further described in Exhibit C (the "Roadway Access Easement Area") for the purposes of (a) vehicular and pedestrian access, ingress and egress to and from the RHK Property, over the Roadways, to those certain public roads, consistent with (but no greater than) the use and access rights of other owners of lots in Red Ledges Subdivision, pursuant to the Declaration and Rules (defined below). Notwithstanding anything contrary in Exhibit C, the Roadway Access Easement (and Roadways) shall not include any Exclusive Common Areas (or similar areas that only provide access to a limited number of owners in Red Ledges Subdivision or private driveways serving owners of lots within the Red Ledges Property). The Roadway Access Easement (x) shall be for the benefit of the RHK Property, (y) may be used by RHK and the Designated Users (as this terms is defined below) of the Benefited Property (for only residential use), and (z) shall be appurtenant to, for the benefit of, and run with title to the RHK Property. The Roadway Access Easement is non-exclusive and the Roadways contained within the Roadway Access Easement Area are shared along with Red Ledges owners, Red Ledges, Red Ledges Community Association, Inc., a Utah non-profit corporation ("the Association") and any other permitted users of Roadways pursuant to the Declaration ("Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Red Ledges dated October 11, 2007, executed by the declarant and the Association, recorded in the land records of Wasatch County, Utah in Book 951, at Page 1779, as amended and supplemented from time to time or as may be amended and supplemented from time to time), and Red Ledges Community Association Rules and Regulations, as amended and supplemented from time to time or as may be amended and supplemented from time to time (the "Rules"). The modifications or obligations relating to the Roadways under the Declaration, including any modifications in size, location, or use shall not eliminated the Roadways hereunder or under the Declaration or the access granted to RHK hereunder.

- b. Driveway and Utility Easement. Subject to the terms, covenants, agreements, restrictions and conditions of this Agreement, Red Ledges hereby grants to RHK a non-exclusive, appurtenant, and perpetual access and utility easement (the "Driveway and Utility Easement") (for residential use) over and across the land contained in Exhibit D (the "Driveway and Utility Easement Area") for the purposes of (a) vehicular and pedestrian access, ingress and egress to and from the RHK Property to the outside edge of the Road (defined below) (b) the installation, repair, replacement of one private driveway and other related improvements, which may include road base, gravel, asphalt, concrete, address marker, a gate, landscaping, and curb and gutter all within the Driveway and Utility Easement Area ("Driveway Improvements"); (c) the installation, repair and replacement of private underground or at-ground utilities as needed to provide service to structures on the RHK Property, which includes power, gas, communication lines. utilities all within the Driveway and Utility Easement Area ("Utility Improvements"). RHK's construction of the Driveway

Improvements and Utility Improvements shall be subject in all respects to the approval process set out in the Declaration, Design Guidelines (promulgated by the Association), Rules, or any additional construction rules or rules, all of which, may be amended and supplemented from time to time or as may be amended and supplemented from time to time (collectively, the "Governing Documents"), in effect at the time of installation and construction (or replacement) and shall be subject in all respects to the approval of either the Association, Architectural Review Committee (including the payment of any reasonable fees for reviewing the application and required reimbursable expenses), and Red Ledges. With that said, the Parties agree that the Driveway Improvements will not be required to have curb and gutter, that the land on the sides of the Driveway Improvements may remain in a natural vegetation (no requirement for landscaping may be imposed, except that such natural vegetation shall comply with the approved planting list contained within the Design Guidelines), and that a gate may not be required. The Driveway and Utility Easement (x) shall be for the benefit of the RHK Property, (y) may be used by RHK and the Designated Users (as this term is defined below) of the Benefited Property, and (z) shall be appurtenant to, for the benefit of, and run with title to the RHK Property. Notwithstanding anything to the contrary in this Agreement the Driveway and Utility Easement Area is non-exclusive and shared use by RHK and RHK's Designated Users, Red Ledges, Red Ledges Designated Users, and public users. RHK expressly agrees that the trails contained within the Trail Property (as defined in the Access and Utility Easement & Land Agreement) ("Trail Property") are for general public use and the Driveway and Utility Access Easement Area may be used as a general access to the Trail Property (and any parking lot contained within the Trail Property). The Parties agree to mutually cooperate, working together in good faith, to amend Exhibit D, the Driveway and Utility Easement Area, if deemed necessary in the sole discretion of Red Ledges, at the time of finalization of engineering and construction of the Road (as defined in this Agreement)). The recording costs shall be paid by RHK.

3. Use, Installation, Maintenance, and Repair.

3.1 Designated Users. The "Designated Users" of an Owner shall mean any person or entity, including, the tenants, agents, contractors, invitees, of an Owner, entering upon the Roadway Access Easement Area and Driveway and Utility Easement Area with the express or implied permission of such Owner for the purposes for which the Easement Areas is intended to be used hereunder. The Parties acknowledge that the Driveway and Utility Easement and Roadway Easement are to be used strictly for residential use and the Roadway Easement is to be used in compliance with the Declaration and Rules. Further RHK understands that all Designated Users of RHK will be required to comply with all entry rules, proscribed for the security gate at the main entrance of the Red Ledges Subdivision (or any other entry points).

3.2 Use of The Easements. The Owners and each person or entity entitled to the use and benefit of the Easements, shall not unreasonably interfere with, unreasonably obstruct, or suffer or permit anyone claiming by, through or under such person or entity to unreasonably

interfere with, or to unreasonably obstruct, the use and enjoyment of the Easements by any Owner or any of the Designated Users. The Easements shall only be used by a person or entity entitled to use the same for the purposes for which they are intended and designed and only to serve the Burdened Property and the Benefited Property. RHK acknowledges that the Roadways within the Roadway Access Easement are shared use and travel through a portion of the Red Ledges Property and RHK's use of the Roadways within the Access Easement Area shall at all times be subject to the terms and conditions in the Declaration, Rules, and this Agreement. RHK shall use best efforts to avoid excessive traffic or authorize any large machinery, construction equipment, commercial vehicles (in excess of permitted weigh limits, exceeding any permitted noise levels, or causing any excessive debris or soil from construction) during use of the Roadways contained in the Roadway Access Easement Area. Red Ledges (during any control period) and Association reserve any and all rights set forth in the Governing Documents, as it relates to Roadway closure, replacement, repair and maintenance of the Roadways contained in the Access Easement Area. RHK acknowledges receipt of the Governing Documents, and understands that such Governing Documents contain limitations on use of certain vehicles and certain types of uses on the Roadways that RHK must comply. Red Ledges may, from time to time and to the extent it deems appropriate, determine whether to arrange for security services in the Roadways and Red Ledges Subdivision or manned traffic control for special events at the Red Ledges Subdivision. Notwithstanding any other provision of this Agreement, Red Ledges shall not be liable for any loss or damages suffered by RHK or anyone else for failure to supply such services or manned traffic control. It is agreed that Red Ledges supplying such security services shall not relieve RHK of its duty to maintain its own security within the Benefitted Property.

3.3 Installation by Red Ledges of Road and Utilities within the Roadway Access Easement. On or before five (5) years from the Effective Date, Red Ledges, at its sole cost and expense, shall construct, locate, and install a paved road ("Road"), and install those certain utilities (i.e. gas lines, electric lines, communications lines) (the "Utilities") to the Road ("Road Extension Improvements"). All Road Extension Improvements shall be designed and installed to permit RHK to connect RHK's private driveway and utilities to them. The timeline to install these Road Extension Improvements is subject to any delays caused by RHK or caused by any delays not in the control of Red Ledges. Red Ledges agrees to install the Road in the same width and to the same engineering specifications as those that already exist within the Red Ledges Subdivision. The Parties agree that should RHK desire to access the RHK Property before the installation of the Road, RHK shall be permitted to use (for both pedestrian and vehicular) any existing gravel roads and trails through Red Ledges Property to access the RHK Property ("Interim Access Use"), at the sole risk of RHK, RHK hereby waiving any claims, damages, or liability against Red Ledges (its members, managers, partner, shareholders, officers and directors, the Association, Board, and Red Ledges Club) resulting from RHK's Interim Access Use. During any periods of Interim Access Use, RHK will use best efforts to not disrupt any construction of roadways, the Road, or other infrastructure improvements being performed by Red Ledges. Further, RHK acknowledges that during times of construction Interim Use may be restricted or blocked. Those protections afforded Red Ledges and obligations of RHK contained Sections 3.5.4, 3.5.5, 3.7, shall apply to any Interim Access Use by RHK. Notwithstanding anything to the contrary in this Section, RHK shall pay any and all costs associated with (or needed) to permit RHK's connection to the Utilities.

3.4 Express Exclusion from Red Ledges CC&R's and No Third Party Beneficiary Designation. Except as otherwise provided in this Agreement, the Parties hereby expressly

recognize that the Easements granted herein do not subject the RHK Property or RHK to the Declaration or creates any scenario wherein the Association or Architectural Review Committee has any legal authority over the RHK Property or RHK. Under no circumstances shall RHK, any Designated Users, or any of their successors or assigns as to the Benefitted Property be considered a third party beneficiary of the Governing Documents (or any other documents that encumber the Red Ledges Property) and shall, therefore, not have the right under this Agreement to enforce any of the Governing Documents. RHK shall not be permitted to use any common area (as defined in the Declaration) or the Red Ledges Club, until RHK joins the membership, pursuant to the Club membership documents.

3.5 Maintenance and Repair of Easement Areas. The Roadway Access Easement Area shall be maintained, repaired or replaced pursuant to the following:

3.5.1 Maintenance and Repair of Roadway Access Easement. Red Ledges (or the Association, at the request of Red Ledges) shall have the obligation to keep in good repair the Roadways within the Roadway Access Easement consistent with the terms in the Declaration all of which shall be in the sole and absolute discretion of Red Ledges (collectively the "Maintenance and Repair").

3.5.2 Annual Payment for Maintenance and Repair of Roadway Access Easement. RHK agrees to pay an annual maintenance and repair fee to Red Ledges for the Roadway Access Easement and ongoing use of the Roadway Access Easement Area (and Roadways) in the amounts consisting of the then current Assessment, related to the calendar year, (as defined in the Declaration) levied against lots in Red Ledges Subdivision, (per single family residence) (the "Annual Fee"), and an additional annual amount of approximately \$1,000.00 (for 2024), (capital reserve contribution fee maintained by the Association), to be adjusted on an annual basis by CPI, defined below (the "Capital Reserve Fee"), (collectively, the Annual Fee and Capital Reserve Fee, the "Maintenance and Repair Fees"). The first annual payment (for each single family home) of Maintenance and Repair Fees shall be for calendar year 2024 and shall be made, on or before January 1st of 2024 (or by that due date as provided for in any notice provided to RHK by the Association) and continue to become due on or before January 1st of each successive calendar year (or that due date as provided for in any notice provided to RHK by the Association) during which this Agreement is in affect (the "Annual Due Date"). Effective on the Annual Due Date (each an "Adjustment Date"), the Capital Reserve Fee shall be adjusted by Red Ledges in the same proportion as any increase in the "Consumer Index" (as defined below) during the 12 month period ending on the first day of the calendar month immediately preceding each such Adjustment Date. The "Consumer Index" or "CPI" shall mean the Consumer Price Index for All Urban Consumers (1982-1984 = 100) for the region that contains the State of Utah, for All Items, as published by the United States Department of Labor, Bureau of Labor Statistics. If the Consumer Index is not available for the month preceding any Adjustment Date, the month used shall be the

nearest available month preceding the Adjustment Date. If the Consumer Index is no longer published by the Bureau of Labor Statistics, then Red Ledges shall determine a replacement index by which Maintenance and Repair Fee will be adjusted, in the sole discretion of Red Ledges.

3.5.3 Maintenance and Repair of Driveway and Utility Easement. Consistent with the terms and conditions contained in this Agreement, RHK, at its sole cost and expense, shall have the obligation to install, maintain, repair and replace all Driveway Improvements, Utility Improvements, and Driveway and Utility Easement Areas in good and safe condition and repair, including, grading, cleaning and debris removal, snow removal, to the extent reasonably necessary for the safe passage of vehicles, and, including maintaining the roadway surface, painting, patching, and resurfacing or replacement of the surface, all of which shall be in the sole and absolute discretion of RHK. Notwithstanding anything to the contrary in this Section, RHK shall comply in all respects with the requirements set forth in the Governing Documents. Notwithstanding anything to the contrary in this Section, beginning on or after substantial completion of the Parking Area (as defined in the Use Access Easement Agreement for Trail Property) which may be installed by Red Ledges located on the Trail Property, Red Ledges agrees to conduct snow removal on the driveway contained within the Driveway and Utility Easement Area, at the sole cost of Red Ledges, in the sole discretion of Red Ledges, as to frequency.

3.5.4 Repairs Necessitated by RHK Construction or Negligence. Notwithstanding any other provisions of this Agreement, if any repairs to the Easement Areas, Roadways, Driveway Improvements, the Utility Improvements, or any other areas adjacent to or located on the Red Ledges Property are necessitated solely by RHK's (i) construction activities undertaken by RHK or (ii) negligence or other act or omission of RHK or of any Designated User of RHK then such repair shall be undertaken by the RHK, at its sole cost and expense, within a reasonable period of time after the act or omission which necessitated the repairs. If at any time RHK shall fail to perform such repair and such failure shall continue for thirty (30) days after Red Ledges (the "Notice Party") has given RHK written notice of such failure then the Red Ledges shall deliver a second notice to the RHK. If such failure shall continue for a second thirty (30) days period after the Red Ledges has delivered the second notice, Red Ledges shall have the right, but not the obligation, to cause such repair to be performed as required herein and the costs incurred by the Red Ledges in so doing together with Interest (defined below) thereon from the date due until paid shall be paid by RHK to Red Ledges, as the case may be, upon written demand by Red Ledges, as the case may be (the "Repair Costs").

3.5.5 Billing and Collection. Payment of Repair Costs or any other amounts which may be payable by RHK (the "Payor") to Red Ledges (the "Payee") under this Agreement shall be made within thirty (30) days after receipt of

billing (unless an earlier time is proscribed in this Agreement). If payment is not made within thirty (30) days after receipt of billing therefor: (i) the unpaid balance thereof shall bear interest from the date the payment was due until the date paid at the Interest Rate; (ii) the Payee shall be entitled to bring action for all remedies at law and at equity to collect the amount owing and interest accrued thereon, together with all costs and expenses of collection, including, without limitation, reasonable attorneys' fees. Interest shall be equal to the "Prime Rate" as published by the Wall Street Journal (or if it is no longer so published or no longer publishes a Prime Rate, the equivalent as reasonably determined by Red Ledges) plus five percent (5%) per annum, but not less than eighteen percent (18%) per annum and, in any event, not more than the rate of interest that may be lawfully charged hereunder (the "Interest Rate"), shall be paid by the RHK to Red Ledges, as the case may be, upon written demand by the Red Ledges as the case may be.

3.6 No Mechanics' Liens. Nothing contained herein shall authorize an Owner, or any person or entity acting through, with, or on behalf of such Owner, to subject any other Owner's property, or any portion thereof, to mechanics' liens. If any such mechanics' lien shall be filed against an Owner's respective property, and the other Owner (the "Lienor") is charged with causing such mechanics' lien, such Lienor shall, at its expense, cause the mechanics' lien to be discharged by obtaining a release thereof or bonding over such mechanics' lien or otherwise. If such mechanics' lien is not discharged within thirty (30) days after Lienor's receipt of written notice of the mechanics' lien from the Owner whose property is subject to the mechanics' lien, such Owner at its option, and at the reasonable expense of the Lienor, may enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which such Owner deems reasonably necessary to defend it and its property from and against such mechanics' lien, and the costs incurred by such Owner in so doing, together with interest thereon from the date due until paid at the Interest Rate, shall be paid by the Lienor to such Owner upon written demand by such Owner and shall be collectible in the manner provided in Section 3.5.4.

3.7 Damage to Person or Property/Insurance Requirements. RHK shall protect, defend, save harmless and indemnify Red Ledges, and its members, managers, partners, shareholders, officers and directors (the Association, Board, and Red Ledges Club) from and against any and all losses, actions, causes of action, liability, damage, costs or expenses, including, without limitation, reasonable attorneys' fees, which may be incurred by or asserted against Red Ledges (the Association, Board, and Red Ledges Club) and its members, managers, partners, shareholders, officers and directors claimed to have been caused by, no matter where occurring or in any manner growing out of, arising out of or related to or connected with (a) the use, condition or occupation of the Easement Areas by RHK or any of its Designated Users, (b) the use, operation, maintenance, repair or replacement of any Utility Improvements or Driveway Improvements, on the Driveway and Utility Easement Area by RHK or any of its Designated Users, (c) the negligence or willful misconduct of RHK or any of its Designated Users or (d) damage to property or injury to persons occurring on the Burdened Property, Roadway Access Easement Area, Driveway and Utility Easement Area, or any other adjacent areas, to the extent caused by RHK or any of its Designated Users, all except to the extent any of the same results from the gross negligence or willful

misconduct of the Red Ledges, Association, Board or Red Ledges Club. At all times while this Agreement is in effect, RHK shall require that any contractors engaged by RHK to perform any work on the Driveway and Utility Easement Area shall procure, and maintain commercial general liability insurance, and worker's compensation insurance, and RHK shall procure and maintain a policy of liability insurance (whether a part of RHK's homeowners insurance policy) for bodily injury, sickness or death, and property damage, both of which (for contractors and for RHK) must be with reputable carriers licensed to do business in Utah, and in those amounts required by Red Ledges and naming the Red Ledges, Association, and Red Ledges Club as an additional insured.

4. Amendment, Enforcement and Termination of Roadway Access Easement and Driveway and Utility Easement.

- a. Amendment. The terms, covenants, agreements, restrictions and conditions contained in this Agreement may be amended or modified only by written instrument executed by the then current Red Ledges and the then current RHK, and (if required) the holders of any first mortgage or deed of trust then encumbering Burdened Property or the Benefited Property. The consent of the holder of any other interest in the Burdened Property or the Benefited Property, or in the Easement Area or Access Easement Area shall not be required.
- b. Enforcement: Neither Party may bring a legal action to enforce the provisions of this Agreement without first providing a written notice of the violation to the other party and giving the party thirty (30) days to cure. For a period of fifteen (15) days after expiration of the 30 day cure period, the Parties agree to consult with each other in an effort to resolve the violations. Nothing in this provision restricts either party from seeking emergency relief from a Court in instances where delay would create a health or safety risk to the Parties, other users of Red Ledges Subdivision and Roadways.
- c. Termination. The Parties recognize that the Easements provide the sole access to two residential lots and that termination of the Easements would result in no ingress and egress to the two residential lots. As such, termination of the Easements may only be sought for the following violations: (i) RHK has damaged the Roadways or Easement Areas in a manner that creates a permanent safety issue for Red Ledges, Association, owners in Red Ledges Subdivision, or other users on the Roadways or Easement Areas and has failed to reimburse Red Ledges within ninety (90) days of receiving a bill for the costs to remedy the safety issue; or (ii) RHK has expanded its use of the Easements into commercial uses (or expanded it beyond two single family homes) and has failed to stop the use after receiving written notice and a sixty (60) day period to cure. Termination may not be issued unilaterally by Red Ledges and may only be sought for and obtained by court order, assuring fairness to both sides. Further, no action to terminate may be commenced until the Parties have participated in mediation in good faith.

5. Covenants Run with the Land. The provisions of this Agreement shall constitute real covenants, contracts, property rights and equitable servitudes, which shall run

with the Burdened Property and the Benefited Property. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, grantees, assigns and transferees.

6. Miscellaneous Terms.

A. Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement are hereby incorporated into the Agreement as if fully set forth herein.

B. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual written consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable by the final order of a court of competent jurisdiction, either Party to this Agreement may, in its sole and absolute discretion, terminate this Agreement by providing written notice of such termination to the other Party.

C. Other Necessary Acts. Each Party shall execute and deliver to the other Party any further instruments and documents as may be customary and commercially reasonable to carry out the objectives and intent of this Agreement, and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

D. Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach or default of any condition of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach or default.

E. Remedies. Any Party may institute an equitable action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

F. Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

G. Prevailing Party; Venue: WAIVER OF TRIAL BY JURY. If either Party places in the hands of an attorney the enforcement of this Agreement, or any part thereof, or the collection of any amounts that become due hereunder, or files suit upon the same, the non-

prevailing (or defaulting) party shall pay the other party's reasonable attorneys' fees and court costs. IN ANY ACTION OR PROCEEDING ARISING HEREFROM, THE PARTIES HEREBY CONSENT TO (I) THE JURISDICTION OF THE DISTRICT COURT OF WASATCH COUNTY, STATE OF UTAH, (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY UTAH LAW, AND (III) IN THE INTEREST OF SAVING TIME AND EXPENSE, TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, RHK'S USE OR OCCUPANCY OF THE EASEMENT AREAS, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY.

H. Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured to the other Party through this Agreement can be enjoyed.

I. Entire Agreement, Counterparts and Exhibits. Unless otherwise noted herein, this Agreement, including its Exhibits, is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

J. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall either be (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, and addressed as set forth in this Section 7.1 (with an electronic copy to any listed email addresses), or (ii) delivered in person to the intended addressee (with an electronic copy to any email addresses set forth in this Section 7.1). Notice given pursuant to clause (i) shall be effective two (2) business days after deposit. Notice given pursuant to clause (ii) shall be effective upon receipt by the intended addressee.

For the purposes of notice, the notice address for Red Ledges and RHK are as set forth below:

To Red Ledges:
205 N. Red Ledges Blvd,
Heber City,
Utah 84032
Email address: accounting@redledges.com

With a copy to:
Holland & Hart LLP
222 South Main Street

Suite 2200
Salt Lake City, UT 84101
Email address: CBarton@hollandhart.com
Attn: Carl Barton

To RHK:
RHK Holdings, LLC
1109 N. Chimney Rock Rd.
Heber City, UT 84032
Email address: paul@RHKco.com
Attn: Paul Kruger

K. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of the Easement Areas, or any portion of the Burdened Property to or for the general public or for any public purpose whatsoever, including, but not limited to, dedication as a public street.

L. Release on Transfer. Any person or entity holding or acquiring an interest in the Benefited Property, shall be liable for any default or failure to comply herewith which arises or accrues during the period of time in which such person or entity holds an interest in, the Benefited Property, as applicable, but such person or entity shall not be liable for any default or failure to comply herewith which arises or accrues after such person or entity shall have conveyed or otherwise transferred its entire interest in such Benefited Property, as applicable.

M. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

N. Estoppel Certificates. Each Owner shall, upon the reasonable written request of any other Owner furnish to the requesting Owner a certificate regarding whether to such certifying Owner's knowledge any violation of the terms, covenants, agreements, restrictions and conditions contained herein exists with respect to any of the Burdened Property, the Benefited Property or the Easement Areas. Any person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

O. Recording. A Memorandum of this Access and Utility Easement Agreement may be recorded in the Wasatch County Recorder's Office but RHK, at RHK's sole cost and expense.

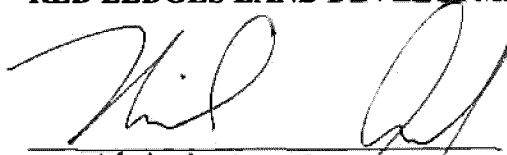
P. Confidentiality. Except as required by applicable law, regulation or legal process, RHK, nor its brokers, agents, employees, consultants, contractors and other representatives shall not disclose, publish or disseminate any terms or provisions of this Agreement or any amendments hereto and shall keep same strictly confidential. In addition, neither RHK nor its brokers, agents, employees, consultants, contractors and other representatives shall take any actions or make any statements, written or oral (including, without limitation, through any press release, blog post or social media post), that denigrate, disparage or defame the goodwill or reputation of Red Ledges, the Association, or the Red Ledges Subdivision or otherwise attempt to

injure or interfere with Red Ledges reputation, affairs or business at the Red Ledges Subdivision or otherwise, including those of Red Ledges affiliates, parent entities, subsidiaries, divisions, branches, predecessors, successors, assigns, trustees, security holders, shareholders, partners, agents and former and current employees, officers, directors, managers, or members.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Red Ledges and RHK have executed this Access and Utility Easement Agreement as of the date first above written.

RED LEDGES LAND DEVELOPMENT, INC.



By: Mitchel Burns
Its: VP

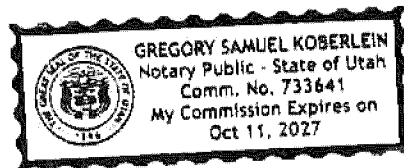
STATE OF UTAH)
) ss.
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 7th day of December, 2023, by MITCHEL BURNS as VP of RED LEDGES LAND DEVELOPMENT, INC., a Florida corporation.

Witness my hand and official seal.

My commission expires: October 11, 2027


Notary Public



RHK HOLDINGS, LLC



By: Paul Kruger
Its: Manager

STATE OF UTAH)
COUNTY OF Summit) ss.
~~WASATCH~~)

The foregoing instrument was acknowledged before me this 1st day of December, 2023, by Paul Kruger, in his capacity as Manager of RHK Holdings, LLC.

Witness my hand and official seal.

My commission expires: 1/31/26

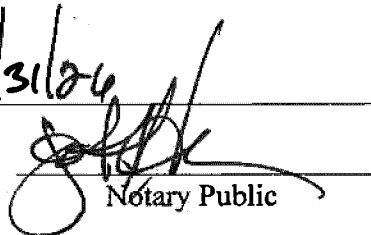
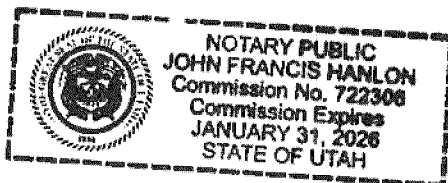

Notary Public

EXHIBIT A**(Legal Description of Red Ledges)**

ALL OF THE RIGHT-OF-WAY OF RED LEDGES BOULEVARD AS SHOWN ON THE RED LEDGES PHASE 1 AMENDED SUBDIVISION PLAT ON FILE WITH THE WASATCH COUNTY RECORDER AS ENTRY 338822 IN BOOK 972 AT PAGES 637-756.

ALSO (DESCRIPTION 2):

THE RIGHT-OF-WAY OF RED KNOB WAY AS SHOWN ON THE RED LEDGES PHASE 4A SUBDIVISION PLAT ON FILE WITH THE WASATCH COUNTY RECORDER AS ENTRY 531108 IN BOOK 1438 AT PAGES 794-796; MORE PARTICULARLY BEGINNING AT THE INTERSECTION OF SAID RED LEDGES BOULEVARD AND TERMINATING IN FRONT OF LOT 821 OF SAID RED LEDGES PHASE 4A SUBDIVISION.

ALSO (DESCRIPTION 3):

A RIGHT-OF-WAY PART OF A FUTURE PHASE OF THE RED LEDGES PROJECT, MORE PARTICULARLY BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89°52'22" WEST ALONG THE SECTION LINE A DISTANCE OF 861.32 FEET AND SOUTH 907.81 FEET FROM THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 34°33'24" WEST 78.79 FEET TO THE POINT OF A 15.10 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 22.36 FEET THROUGH A CENTRAL ANGLE OF 84°50'13" (CHORD BEARS NORTH 81°58'24" EAST 20.38 FEET); THENCE SOUTH 55°26'36" EAST 51.24 FEET TO THE POINT OF A 290.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 613.90 FEET THROUGH A CENTRAL ANGLE OF 121°17'24" (CHORD BEARS NORTH 63°54'42" EAST 505.53 FEET); THENCE NORTH 03°16'00" EAST 250.80 FEET TO THE POINT OF A 225.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 178.36 FEET THROUGH A CENTRAL ANGLE OF 45°25'10" (CHORD BEARS NORTH 25°58'35" EAST 173.73 FEET); THENCE NORTH 48°41'10" EAST 31.98 FEET TO THE POINT OF A 88.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 59.60 FEET THROUGH A CENTRAL ANGLE OF 38°48'09" (CHORD BEARS NORTH 68°05'14" EAST 58.46 FEET) TO THE POINT OF A 57.00 FOOT RADIUS REVERSE CURVE; THENCE ALONG SAID CURVE A DISTANCE OF 256.28 FEET THROUGH A CENTRAL ANGLE OF 257°36'18" (CHORD BEARS NORTH 41°18'50" WEST 88.84 FEET) TO THE POINT OF A 88.00 FOOT RADIUS REVERSE CURVE; THENCE ALONG SAID CURVE A DISTANCE OF 59.60 FEET THROUGH A CENTRAL ANGLE OF 38°48'09" (CHORD BEARS SOUTH 29°17'05" WEST 58.46 FEET); THENCE SOUTH 48°41'10" WEST 31.98 FEET TO THE POINT OF A 275.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 218.00 FEET THROUGH A CENTRAL ANGLE OF 45°25'10" (CHORD BEARS SOUTH 25°58'35" WEST 212.33 FEET); THENCE SOUTH 03°16'00" WEST 250.80 FEET TO THE POINT OF A 240.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 508.06 FEET THROUGH A CENTRAL ANGLE OF 121°17'24" (CHORD BEARS SOUTH 63°54'42" WEST 418.37 FEET); THENCE NORTH 55°26'36" WEST 51.24 FEET TO THE POINT OF A 15.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 23.56 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 10°26'36" WEST 21.21 FEET) TO THE POINT OF BEGINNING.

ALSO (DESCRIPTION 4):

A STRIP OF LAND BEING 30' WIDE, BOUNDED BY THE SAID FUTURE RIGHT-OF-WAY AND THE RED LEDGES PROPERTY LINE, MORE PARTICULARLY BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH $89^{\circ}52'22''$ WEST AALONG THE SECTION LINE A DISTANCE OF 174.33 FEET AND SOUTH 242.79 FEET FROM THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING NORTH $74^{\circ}48'13''$ EAST 180.03 FEET TO THE RED LEDGES PROPERTY LINE; THENCE ALONG SAID PROPERTY LINE SOUTH $00^{\circ}10'18''$ WEST A DISTANCE OF 31.11 FEET; THENCE SOUTH $74^{\circ}48'13''$ WEST 171.79 FEET; THENCE NORTHWESTERLY 30.36 FEET ALONG THE ARC OF A 57.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH $15^{\circ}11'47''$ WEST 30.00 FEET) TO THE POINT OF BEGINNING.

RED LEDGES

KRUGER ACCESS EXHIBIT

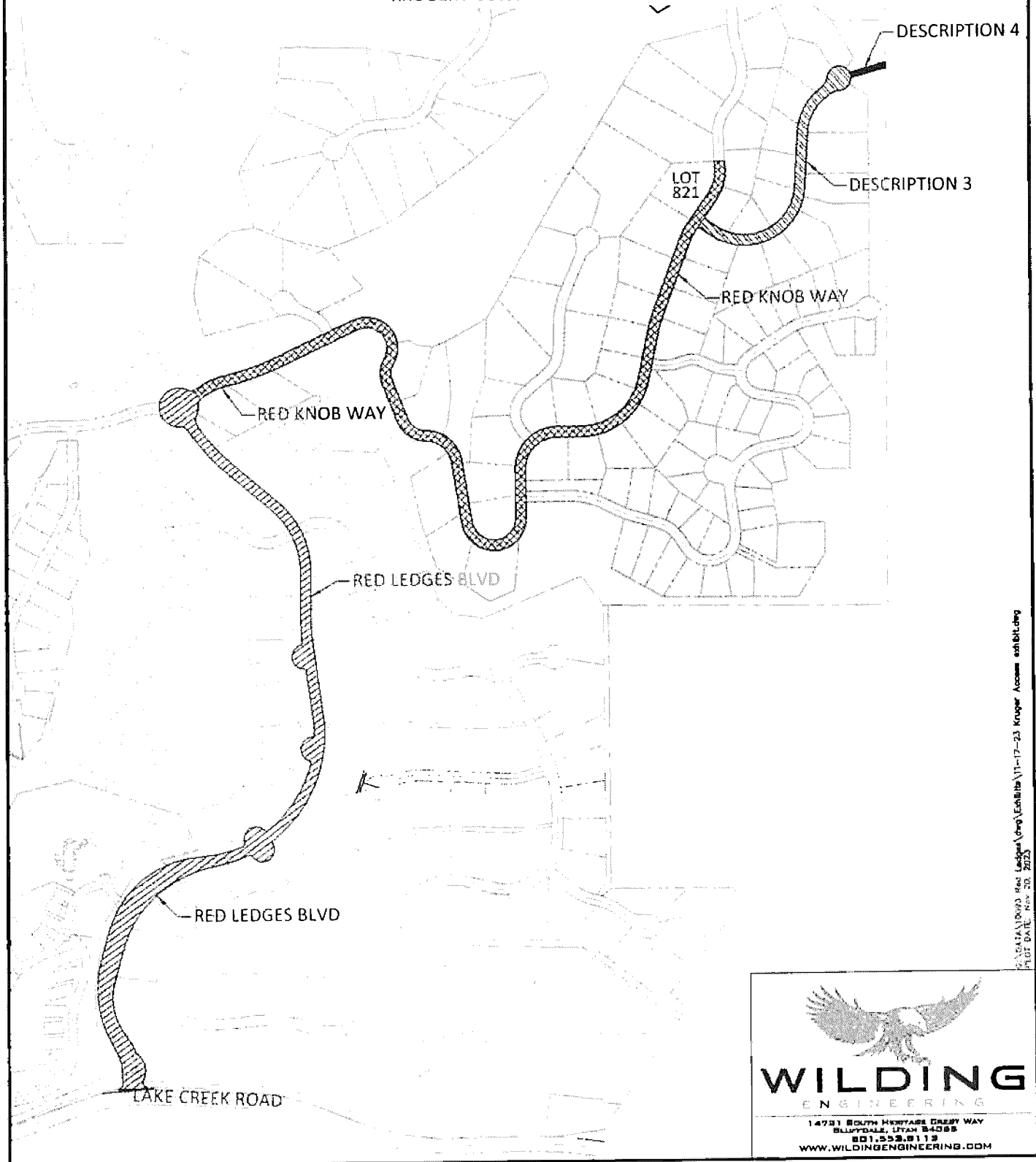


EXHIBIT B
(Legal Description of RHK Property)

Parcel 00-0007-8563 in Heber City, Wasatch County, UT, described per deed as follows:

Beginning at a point 18 rods North from the Southwest corner of the Northwest quarter of Section 35, in Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running thence East 120 rods; thence North 302 rods to the North line of the Southwest quarter of Section 26, in said Township and Range; thence North $28^{\circ}37'$ West 524.81 rods to a point 40 rods South and 21.82 rods East from the Northwest corner of the Northeast quarter of Section 22, in said Township and Range; thence West 21.82 rods; thence South 280 rods to the Southwest corner of the Southeast quarter of said Section 22; thence East 160 rods to the Southeast corner of said Section 22; thence South 462 rods to the place of beginning. Less and excepting all land lying in Sections 22 and 23 that constitute Wasatch County Parcel 00-0021-5057. Containing 305.52 acres more or less.

EXHIBIT C

**Legal Description of Roadway Access Easement Area and Depiction
(Red Ledges Blvd, Red Knob Way, and the future cul-de-sac to be named (and as
referenced in the Agreement))**

ALL OF THE RIGHT-OF-WAY OF RED LEDGES BOULEVARD AS SHOWN ON THE RED LEDGES PHASE 1 AMENDED SUBDIVISION PLAT ON FILE WITH THE WASATCH COUNTY RECORDER AS ENTRY 338822 IN BOOK 972 AT PAGES 637-756.
ALSO (DESCRIPTION 2):

THE RIGHT-OF-WAY OF RED KNOB WAY AS SHOWN ON THE RED LEDGES PHASE 4A SUBDIVISION PLAT ON FILE WITH THE WASATCH COUNTY RECORDER AS ENTRY 531108 IN BOOK 1438 AT PAGES 794-796; MORE PARTICULARLY BEGINNING AT THE INTERSECTION OF SAID RED LEDGES BOULEVARD AND TERMINATING IN FRONT OF LOT 821 OF SAID RED LEDGES PHASE 4A SUBDIVISION.

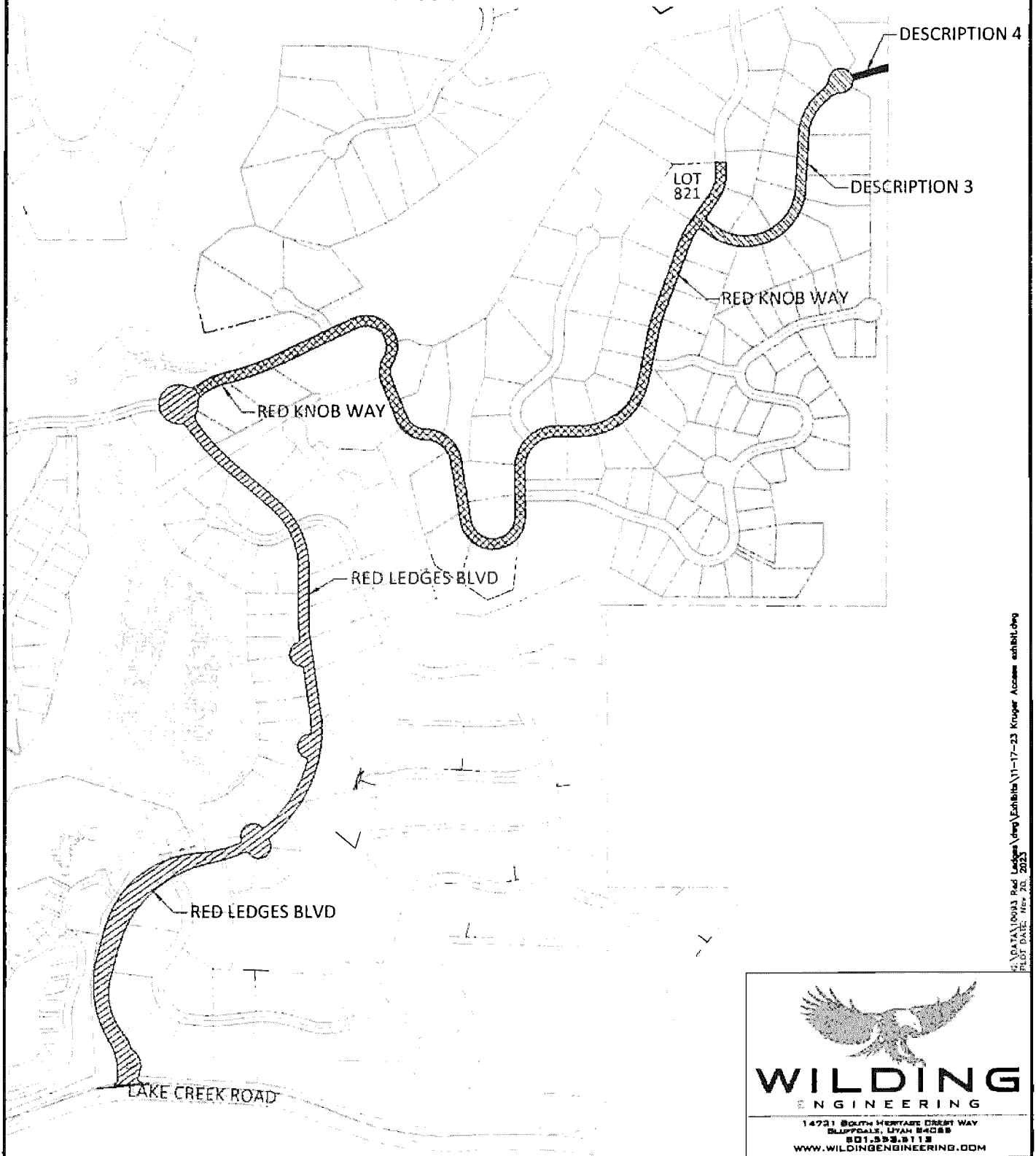
ALSO (DESCRIPTION 3):

A RIGHT-OF-WAY PART OF A FUTURE PHASE OF THE RED LEDGES PROJECT, MORE PARTICULARLY BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89°52'22" WEST ALONG THE SECTION LINE A DISTANCE OF 861.32 FEET AND SOUTH 907.81 FEET FROM THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 34°33'24" WEST 78.79 FEET TO THE POINT OF A 15.10 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 22.36 FEET THROUGH A CENTRAL ANGLE OF 84°50'13" (CHORD BEARS NORTH 81°58'24" EAST 20.38 FEET); THENCE SOUTH 55°26'36" EAST 51.24 FEET TO THE POINT OF A 290.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 613.90 FEET THROUGH A CENTRAL ANGLE OF 121°17'24" (CHORD BEARS NORTH 63°54'42" EAST 505.53 FEET); THENCE NORTH 03°16'00" EAST 250.80 FEET TO THE POINT OF A 225.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 178.36 FEET THROUGH A CENTRAL ANGLE OF 45°25'10" (CHORD BEARS NORTH 25°58'35" EAST 173.73 FEET); THENCE NORTH 48°41'10" EAST 31.98 FEET TO THE POINT OF A 88.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 59.60 FEET THROUGH A CENTRAL ANGLE OF 38°48'09" (CHORD BEARS NORTH 68°05'14" EAST 58.46 FEET) TO THE POINT OF A 57.00 FOOT RADIUS REVERSE CURVE; THENCE ALONG SAID CURVE A DISTANCE OF 256.28 FEET THROUGH A CENTRAL ANGLE OF 257°36'18" (CHORD BEARS NORTH 41°18'50" WEST 88.84 FEET) TO THE POINT OF A 88.00 FOOT RADIUS REVERSE CURVE; THENCE ALONG SAID CURVE A DISTANCE OF 59.60 FEET THROUGH A CENTRAL ANGLE OF 38°48'09" (CHORD BEARS SOUTH 29°17'05" WEST 58.46 FEET); THENCE SOUTH 48°41'10" WEST 31.98 FEET TO THE POINT OF A 275.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 218.00 FEET THROUGH A CENTRAL ANGLE OF 45°25'10" (CHORD BEARS SOUTH 25°58'35" WEST 212.33 FEET); THENCE SOUTH 03°16'00" WEST 250.80 FEET TO THE POINT OF A 240.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 508.06 FEET THROUGH A CENTRAL ANGLE OF 121°17'24" (CHORD BEARS SOUTH 63°54'42" WEST 418.37 FEET); THENCE NORTH 55°26'36" WEST 51.24 FEET TO THE POINT OF A 15.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 23.56 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 10°26'36" WEST 21.21 FEET) TO THE POINT OF BEGINNING.

RED LEDGES

KRUGER ACCESS EXHIBIT



\\DATA\0003 Red Ledges\map\Exhibits\11-17-23 Kruger Access exhibit.dwg
PLOT DATE: Nov 20, 2023



WILDING
ENGINEERING

14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84058
801.553.9113
WWW.WILDINGENGINEERING.COM

EXHIBIT D
(Legal Description of the Driveway and Utility Easement Area)

A corridor 30 feet wide, beginning at the edge of the Red Ledges roadway cul-de-sac in future Phase 4G to be constructed near the Northwest corner of Section 35, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and extending northeasterly to the western boundary of the RHK Holdings property, with the centerline described as follows:

Beginning at the center of the Red Ledges roadway cul-de-sac in future Phase 4G to be constructed approximately 360 feet South $41^{\circ}0'23''$ West of the Northwest corner of Section 35, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running thence North $74^{\circ}10'22''$ East 243.97 feet more or less to the section line, being the west boundary of the RHK Holdings property (Wasatch County Parcel 00-0007-8563.) The terminus of the centerline at the RHK Holdings property boundary is South $00^{\circ}10'19''$ West 204.12 feet along the section line from the Northwest corner of Section 35 (a found pile of stones), Township 3 South, Range 5 East, Salt Lake Base and Meridian (see filed Survey #1878.)

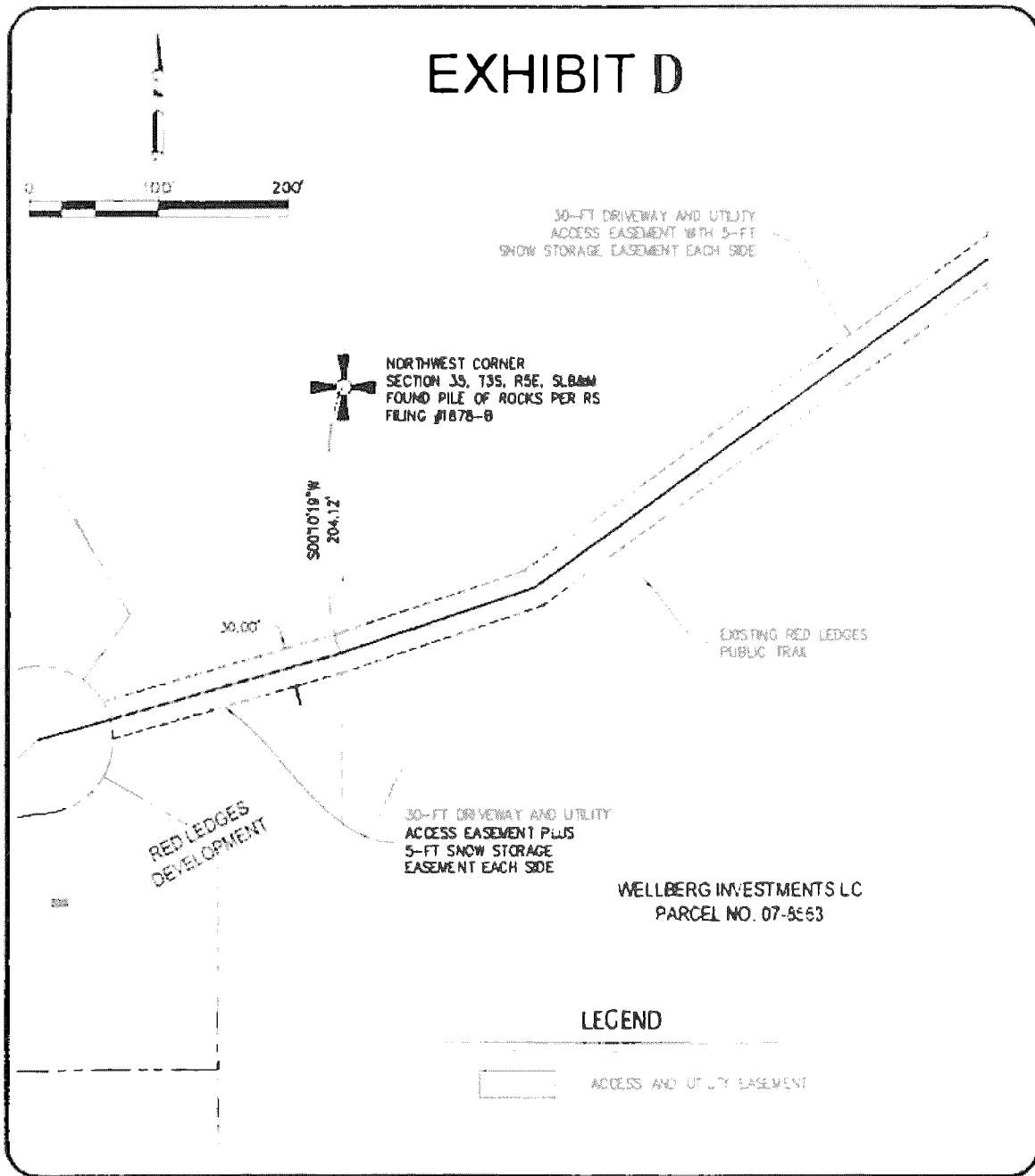


EXHIBIT C-1

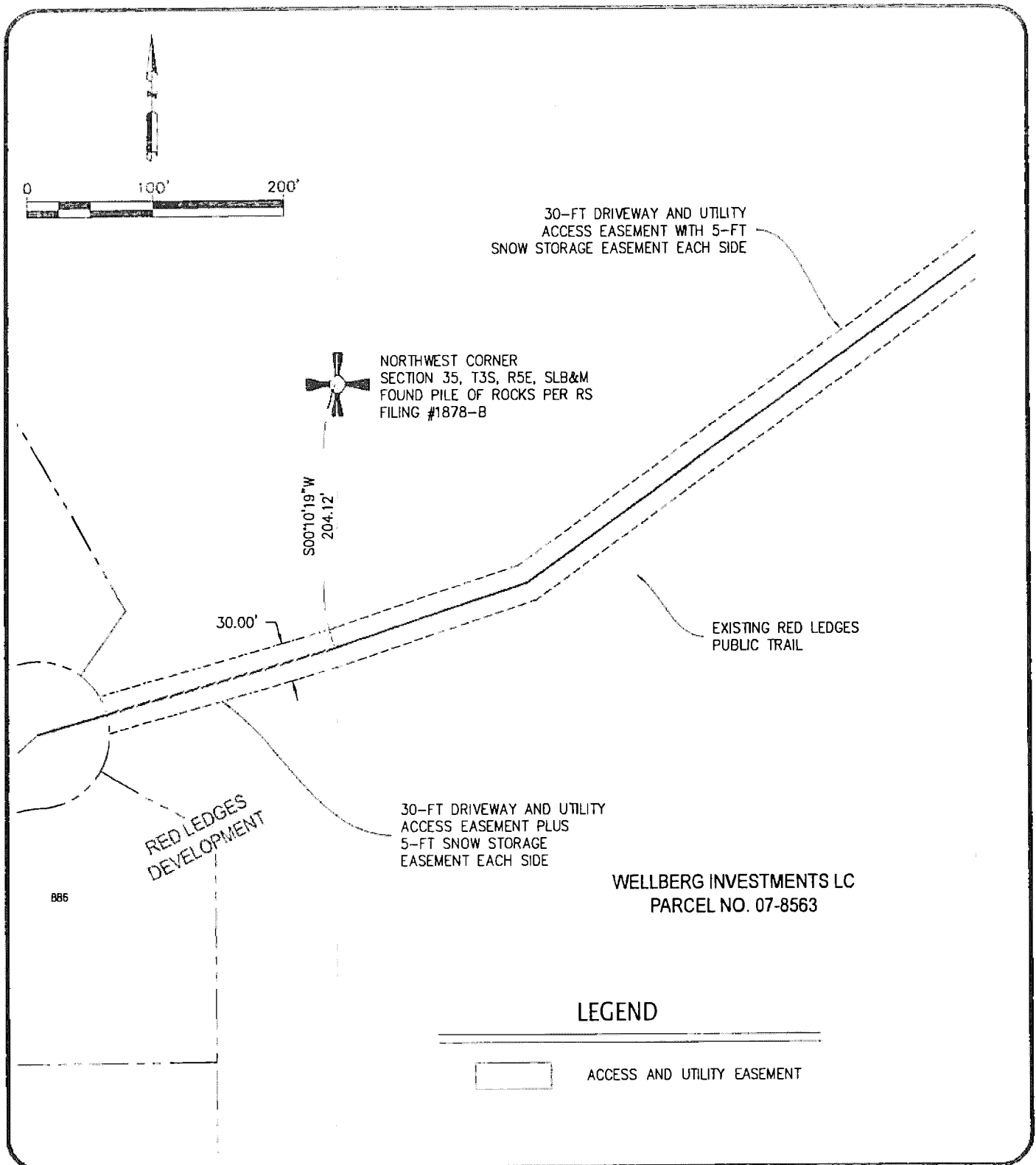
**Legal Description of Easement Area
(Driveway and Utility Easement Area)**

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EXHIBIT C-2

**Depiction of Easement Area
(Driveway and Utility Easement Area)**




| | | | |
|---|-------------------|---|---|
| PROJECT: ATW-001 | DATE: 11/11/23 | PROJECT: RHK HOLDINGS / PAUL KRUGER | 55 WEST CENTER P.O. BOX 178 HEBER CITY, UT 84032  P: 435.854.9220 F: 435.854.9231 |
| DRAWN BY: 1 OF 1 | DRAWN BY: BRM | EXHIBIT NAME: ACCESS EASEMENT TO RHK HOLDINGS PARCEL | |
| Summit Engineering Group Inc. Structural • Civil • Surveying | | | |

EXHIBIT C-3

**Legal Description of Roadway Access Easement Area
(Red Ledges Blvd, Red Knob Way, and the future cul-de-sac to be named (and as
referenced in the Agreement))**

ALL OF THE RIGHT-OF-WAY OF RED LEDGES BOULEVARD AS SHOWN ON THE RED LEDGES PHASE 1 AMENDED SUBDIVISION PLAT ON FILE WITH THE WASATCH COUNTY RECORDER AS ENTRY 338822 IN BOOK 972 AT PAGES 637-756.
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EXHIBIT C-4

