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Mary Ann Trussell, Summit County Utah Recorder

06/21/2018 03:24:42 PM Fee \$23.00

By FIRST AMERICAN - PARK CITY

Electronically Recorded

**When recorded, return to:**  
ADDISON LAW FIRM  
Attn: Randy Addison  
5400 LBJ Freeway, Suite 1325  
Dallas, Texas 75240

### **ASSIGNMENT AND ASSUMPTION OF EASEMENT RIGHTS**

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT RIGHTS (this “Assignment”) is entered into as of this 21<sup>st</sup> day of June, 2018 (the “Effective Date”), by and between GRAYHAWK/DMB PARK CITY, LLC, an Arizona limited liability company (“DMB”), GLENWILD GOLF CLUB, LLC, an Arizona limited liability company (“Club” and, collectively with DMB, “Assignor”), and GGC MEMBER ACQUISITION INC., a Utah nonprofit corporation (“Assignee”).

### **RECITALS**

A. DMB was formerly known as DMB Park City Holdings, LLC, and was the “Grantee” under the Quit-Claim Deed to Easement dated January 5, 2000, recorded as Entry No. 557873 in Book 1304, Page 1376 of the Official Records of the Summit County Recorder (the “Easement Deed”).

B. The Easement Deed granted certain easement rights under the Easement Deed (the “Easement Rights”), including, but not limited to, an easement for the installation, operation, maintenance, repair, and replacement of a water diversion and pumping station and transmission pipeline facilities on and under the Easement Property as defined in the Easement Deed and described on Exhibit A attached to this Assignment..

C. Club is DMB’s successor as the owner of certain real property (the “Property”) on which is located the Glenwild Golf Club and Spa, a golf club operated by Club that currently uses the Easement Rights.

D. Pursuant to that certain Glenwild Golf Club & Spa Equity Conversion Agreement dated as of April 5, 2018, between Club and Assignee (the “Agreement”), Club is, simultaneously with the execution of this Assignment, transferring to Assignee all of its right, title, and interest in and to the Property.

E. In connection with the transfer of the Property, Assignor desires to assign, transfer, give, and convey to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s right, title, and interest in and to the Easement Rights as of the Effective Date.

### **AGREEMENTS**

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignment of Rights. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in the Easement Rights.

2. Assumption of Obligations. Assignee hereby accepts the forgoing assignment of the Easement Rights.

3. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

**DMB:**

**GRAYHAWK/DMB PARK CITY, LLC**, an Arizona limited liability company

By: DMB Glenwild, LLC, an Arizona limited liability company, its Managing Member

By: DMB Realco II LLC, an Arizona limited liability company, its sole Member

By: DMB Realco LLC, an Arizona limited liability company, its sole Member

By: DMB Associates, Inc., an Arizona corporation, its Manager

By: Q.W. Stiles  
Name: Jason D. Stiles  
Title: Executive Vice President

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing Assignment and Assumption of Easement Rights was acknowledged before me this 20<sup>th</sup> day of June, 2018, by Jason D. Stiles, the Executive Vice President of DMB Associates, Inc., an Arizona corporation, the Manager of DMB Realco LLC, an Arizona limited liability company, the sole Member of DMB Realco II LLC, an Arizona limited liability company, the sole Member of DMB Glenwild, LLC, an Arizona limited liability company, the Managing Member of Grayhawk/DMB Park City, LLC, an Arizona limited liability company, for and on behalf of the company.

Cass Kershner  
Notary Public

(Notary Seal)



IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

**CLUB:**

**GLENWILD GOLF CLUB, LLC**, an Arizona limited liability company

By: One S  
Name: Jason D. Stiles  
Title: Authorized Representative

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing Assignment and Assumption of Easement Rights was acknowledged before me this 20<sup>th</sup> day of June, 2018, by Jason D. Stiles, the Authorized Representative of Glenwild Golf Club, LLC, an Arizona limited liability company.

Cass Kershner  
Notary Public

(Notary Seal)



IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNEE:**

**GGC MEMBER ACQUISITION INC.**, a Utah nonprofit corporation

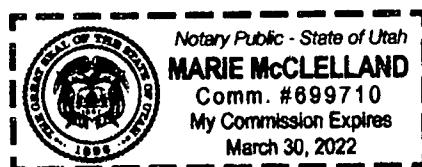
By: Philip John Hildebrand  
Name: Philip John Hildebrand  
Title: President

STATE OF UTAH )  
 ) ss.  
County of Summit )

The foregoing Assignment and Assumption of Easement Rights was acknowledged before me this 20 day of June, 2018, by Philip John Hildebrand the President of GGC Member Acquisition Inc., a Utah nonprofit corporation.

Mary McClelland  
Notary Public

(Notary Seal)



**Exhibit A**

**Legal Description of Easement Property**

**IRRIGATION PIPELINE EASEMENT**

**JANUARY 5, 2000**

**Located in Section 18, Township 1 South, Range 4 East,  
Salt Lake Base & Meridian**

Beginning at a point North  $0^{\circ}03'51''$  East 2196.77 feet along the Section line from the Southeast Corner of Section 18, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence South  $07^{\circ}31'01''$  West 191.54 feet; thence South  $29^{\circ}23'02''$  West 90.50 feet; thence South  $47^{\circ}41'20''$  West 100.26 feet; thence South  $69^{\circ}36'54''$  West 113.26 feet; thence South  $89^{\circ}59'04''$  West 97.42 feet; thence North  $81^{\circ}31'33''$  West 64.51 feet; thence North  $70^{\circ}58'12''$  West 121.82 feet; thence North  $77^{\circ}54'21''$  West 67.94 feet; thence South  $59^{\circ}59'24''$  West 157.66 feet; thence South  $62^{\circ}20'22''$  West 256.32 feet; thence South  $14^{\circ}54'45''$  East 65.08 feet; thence South  $24^{\circ}20'31''$  East 64.77 feet; thence South  $26^{\circ}23'14''$  East 108.05 feet; thence South  $22^{\circ}53'38''$  East 78.36 feet; thence South  $07^{\circ}00'25''$  East 90.15 feet; thence South  $12^{\circ}22'43''$  West 99.00 feet; thence South  $33^{\circ}01'33''$  West 79.91 feet; thence South  $57^{\circ}22'59''$  West 68.38 feet; thence South  $80^{\circ}14'12''$  West 77.05 feet; thence North  $84^{\circ}30'18''$  West 64.18 feet; thence South  $75^{\circ}59'45''$  West 126.86 feet; thence South  $72^{\circ}28'13''$  West 96.44 feet; thence South  $81^{\circ}14'08''$  West 97.52 feet; thence North  $85^{\circ}43'42''$  West 189.60 feet; thence South  $80^{\circ}40'55''$  West 97.97 feet; thence South  $59^{\circ}08'44''$  West 75.94 feet; thence South  $39^{\circ}09'50''$  West 54.36 feet; thence South  $09^{\circ}38'25''$  West 64.19 feet; thence South  $03^{\circ}17'05''$  West 56.04 feet; thence South  $09^{\circ}30'45''$  East 112.36 feet; thence South  $00^{\circ}30'56''$  West 44.54 feet; thence South  $52^{\circ}24'27''$  East 55.54 feet; thence South  $34^{\circ}11'15''$  West 40.00 feet; thence North  $60^{\circ}54'24''$  West 48.26 feet; to a point on a 297.08 foot radius curve to the left, of which the radius point bears South  $29^{\circ}05'36''$  West; thence along the arc of said curve 39.65 feet through a central angle of  $07^{\circ}38'49''$ ; thence North  $26^{\circ}49'06''$  East 80.76 feet; thence North  $09^{\circ}30'45''$  West 110.30 feet; thence North  $03^{\circ}17'05''$  East 59.39 feet; thence North  $09^{\circ}38'25''$  East 70.57 feet; thence North  $39^{\circ}09'50''$  East 63.15 feet; thence North  $59^{\circ}08'44''$  East 83.27 feet; thence North  $80^{\circ}40'55''$  East 104.14 feet; thence South  $85^{\circ}43'49''$  East 189.72 feet; thence North  $81^{\circ}14'08''$  East 93.68 feet; thence North  $72^{\circ}28'13''$  East 95.52 feet; thence North  $75^{\circ}59'45''$  East 130.91 feet; thence South  $84^{\circ}30'18''$  East 64.94 feet; thence North  $80^{\circ}14'12''$  East 70.33 feet; thence North  $57^{\circ}22'59''$  East 60.02 feet; thence North  $33^{\circ}01'33''$  East 71.95 feet; thence North  $12^{\circ}22'43''$  East 91.94 feet; thence North  $07^{\circ}00'25''$  West 83.94 feet; thence North  $24^{\circ}57'17''$  West 182.67 feet; thence North  $24^{\circ}20'31''$  West 63.81 feet; thence North  $31^{\circ}51'27''$  West 72.04 feet; thence North  $44^{\circ}27'47''$  East 38.27 feet; thence North  $62^{\circ}19'49''$  East 259.18 feet; thence North  $60^{\circ}01'12''$  East 165.01 feet; thence South  $77^{\circ}54'21''$  East 76.73 feet; thence South  $70^{\circ}58'12''$  East 121.18 feet; thence South  $81^{\circ}31'33''$  East 61.18 feet; thence North  $89^{\circ}59'04''$  East 92.34 feet; thence North  $69^{\circ}36'54''$  East 105.79 feet; thence North  $47^{\circ}41'20''$  East 93.16 feet; thence North  $21^{\circ}14'06''$  East 98.83 feet; thence North  $10^{\circ}05'05''$  East 172.58 feet; thence North  $00^{\circ}39'12''$  West 95.90 feet; thence North  $89^{\circ}20'48''$  East 20.50 feet to the East Section line of Section 18; thence along said Section line South  $00^{\circ}03'51''$  West 102.04 feet to the point of beginning.