

WHEN RECORDED RETURN TO:

**Emerald Hollow, LLC**  
**3556 S. 5600 W., #1-559**  
**Salt Lake City, Utah 84120**

**GRANT OF EASEMENT**

This Grant of Easement (this "Agreement") is made as of this 5<sup>th</sup> day of May, 2023 (the "Effective Date"), by and among Daniel O. Thompson, Christopher Lynn Thompson and Bradley Lavery, as Trustees of the Thompson Order Charitable Trust, dated 12-13-2015, 3355 E. Autumn Drive, Eagle Mountain, UT 84005 (collectively, "Grantor"), and EMERALD HOLLOW LLC, a Delaware limited liability company, 3556 S. 5600 W., #1-559, Salt Lake City, Utah 84120 ("Grantee"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee and its lessees, licensees, successors and assigns, the perpetual rights and easements described herein (collectively, the "Easement") in, under, through, over, across, and upon Grantor's Property (defined below) as set forth in this Agreement. Grantor and Grantee are each a "Party" and collectively the "Parties" to this Agreement.

1. Description of the Easement. The Easement granted herein by Grantor to Grantee consists of a perpetual, non-exclusive easement and right-of-way for ingress and egress with vehicles of any type or description, on, across, and through the easement area described in Section 2, for the purpose of providing access from U.S. Highway 6 to, and for the benefit of, the property owned by Grantee described in Section 3.

2. Easement Area Description. The easement area is described as follows:

Commencing at a point on the South boundary of US Highway 6, said point being located South 421.91 feet and East 19.43 feet from the Northwest corner of Section 13, Township 10 South, Range 2 West, Salt Lake Base and Meridian; thence North 86°41'25" East along the South boundary of said US Highway (6) 304.78 feet; thence South 03°18'35" East 50.00 feet; thence South 86°41'25" West to the West boundary of Lot 1, Plat "A" Bronson Subdivision; thence North 00°20'07" West to the point of beginning.

3. Benefitted Property Description. The property owned by the Grantee and benefited by the Easement described above is described as follows:

**PARCEL 1:**

Beginning at a point in the South line of U.S. Highway 6, said point being South 60.0 feet more or less from the Northwest Corner of Section 13, Township 10 South, Range 2 West, Salt Lake Base and Meridian; thence South along said section line 660.0 feet; thence East parallel to said highway 7,920.0 feet; thence North 660.0 feet to the southerly line of said highway; thence West along said highway 7,920.0 feet to the point of beginning.

Except therefrom that portion described as follows:

Commencing at a point on the southerly boundary of Highway 6, said point being located South 33.0 feet from the Northwest Corner of Section 13, Township 10 South, Range 2 West, Salt Lake Base and Meridian; thence East 330.0 feet; thence South 50.0 feet; thence West 297.0 feet; thence South 2,557.0 feet; thence East 1,287.00 feet; thence South 1,980.00 feet; thence West 1,320.00 feet; thence North 4,587.00 feet to the point of beginning.

And further excepting that portion described as follows:

Lot 1, Bronson Subdivision, Plat A, according to the official plat thereof on file and of record in the office of the Utah County Recorder, Utah.

For reference purposes only, the Tax Identification Number of the benefitted property is 35:104:0007

4. **Reserved Rights.** Grantor reserves the right of ingress and egress across the Easement Area and right of way for its own access to Highway 6. Neither Grantor nor Grantee's use of the Easement Area may unreasonably or materially interfere with, obstruct, or endanger any rights of the other party to use of the Easement Area for access to Highway 6.

5. **Authority.** Both Parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a Party to this Agreement states that they are the duly authorized representative of the signing Party and that their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

6. **Further Cooperation.** Each of the Parties and the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intended purpose of this Agreement.

7. **Not a Public Dedication.** Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to or for the general public or to any other utility.

IN WITNESS WHEREOF, the Parties have executed this Grant of Easement as of the Effective Date first written above.

{Signatures and acknowledgements on following pages}

## GRANTOR:

Daniel O. Thompson, Trustee  
 Thompson Order Charitable Trust dated 12-13-2015

By: Zaylor  
 Name: Daniel O. Thompson  
 Title: Trustee

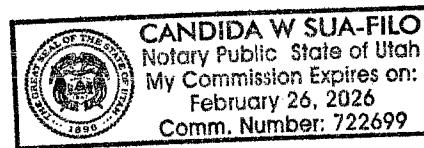
STATE OF Utah)  
 County of Utah) SS.

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 2023 by Daniel O. Thompson, in his capacity as Trustee of the Thompson Order Charitable Trust dated 12-13-2015.

Candida W Suárez

Notary Public

My Commission Expires: 02/26/2026



Christopher Lynn Thompson, Trustee  
 Thompson Order Charitable Trust dated 12-13-2015

By: Christopher Lynn Thompson  
 Name: Christopher Lynn Thompson  
 Title: Trustee

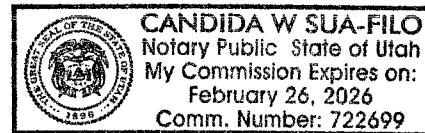
STATE OF Utah)  
 County of Utah) SS.

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 2023 by  
 Christopher Lynn Thompson, in his capacity as Trustee of the Thompson Order Charitable Trust  
 dated 12-13-2015.

Candida W Suárez

Notary Public

My Commission Expires: 02/26/2026



Bradley Lavery, Trustee  
 Thompson Order Charitable Trust dated 12-13-2015

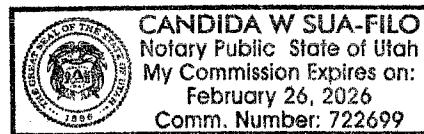
By: Bradley Lavery  
 Name: Bradley Lavery  
 Title: Trustee

STATE OF Utah)  
 ) SS.  
 County of Utah)

The foregoing instrument was acknowledged before me this 5 day of June, 2023  
 by Bradley Lavery, in his capacity as Trustee of the Thompson Order Charitable Trust dated 12-  
 13-2015.

Candida W. Suárez  
 Notary Public

My Commission Expires: 02/26/2026



Vincent A. Baker, Trustee  
Thompson Order Charitable Trust dated 12-13-2015

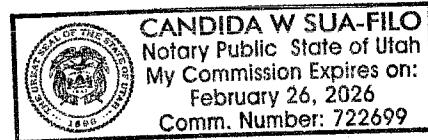
By: Vincent A. Baker  
Name: Vincent A. Baker  
Title: Trustee

STATE OF UTAH )  
                  )  
                  )SS  
County of Utah )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June,  
2023 by Vincent A. Baker, in his capacity as Trustee of the Thompson Order Charitable trust dated 12-  
13-2015.

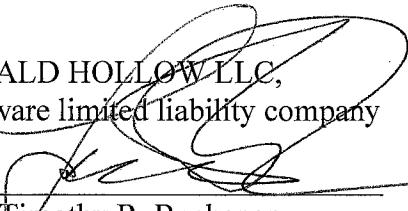
Candida W Suárez  
Notary Public

My Commission Expires: 02/26/2026



## GRANTEE:

EMERALD HOLLOW LLC,  
a Delaware limited liability company

By: 

Name: Timothy R. Buchanan  
Title: Secretary

STATE OF COLORADO )  
Yuma ) SS.  
County of BOULDER )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May, 2023 by Timothy R. Buchanan, acting as the Secretary of Emerald Hollow LLC, a Delaware limited liability company.

Marie M  
Notary Public

My Commission Expires: 6-4-2025

