

When recorded, please mail to:  
Thunder Ridge Airpark, LLC  
4320 E Lake Creek Farms Rd  
Heber City, UT 84032

## GRANT OF EASEMENT AND AGREEMENT

The Highlands at Thunder Ridge, LLC  
Thunder Ridge Airpark, LLC  
No. A11

THIS GRANT OF EASEMENT AND AGREEMENT ("Easement Agreement") is made and entered into this 13th day of April, 2015, by and between Thunder Ridge Airpark, LLC ("Grantor"), a Utah corporation, and both The Highlands at Thunder Ridge, LLC, and Thunder Ridge Airpark, LLC, as Utah limited liability companies, (comprising the "Grantees"), all having an address of 4320 E Lake Creek Farms Road, Heber City, UT

### RECITALS

A. Grantor is a real estate development company created to develop certain lands situated in Duchesne County, Utah,

B. Grantor has agreed to provide an Easement on Lots 200, 201, and 202 also known as Tax ID BRS-0200, 0201, and 0202 of the Chuckwagon Phase of Bandanna Ranch in Duchesne County, such properties more particularly described in attached Exhibit "A" (the "Subject Properties") for a roadway-taxiway for purposes of ingress and egress for vehicles, aircraft, and pedestrians and for underground utilities. Such Easement shall continue along the NW boundary of the Subject Properties and extends 40 feet wide into the Subject Properties and further described in Exhibit "B".

NOW, THEREFORE, in consideration of the covenants, promises, obligations, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

### 1. EASEMENT

**1.1 Grant of Easement.** Grantor hereby grants to Grantee, its members, successors, assigns, and subsequent owners of Lots 200, 201, and 202 and each of its tenants, subtenants, suppliers, customers, patrons, employees, licensees, concessionaires, agents, contractors, and invitees to whom the Grantee may choose to extend or delegate such rights (collectively "Permittees") a non-exclusive perpetual easement of ingress, egress on the Easement as described in attached Exhibit "B" and incorporated herein by reference, for the purposes of constructing, installing, operating, maintaining, and repairing a roadway-taxiway and underground utilities (together, the "Easement").

**1.2 Easement Runs with the Land.** This Easement shall be appurtenant to the Subject Properties and shall run with and for the benefit of the Subject Properties, and all provisions of this Agreement, including the benefits and burdens, are binding upon and inure to the benefit of the Grantee and the Grantor, their

respective successors, assigns, mortgagees, tenants and any person or persons claiming under or through any of them.

**1.3 Duration.** This Agreement and the Easement shall be perpetual and shall not be terminated or deemed abandoned by reason of non-use or change in use of the Subject Property; provided.

**1.4 Restrictions.** No structures above grade may be erected within the Easement unless approved in writing by the Grantee.

**1.5 Amended Easement.** This Easement may NOT be amended.

## **2. GENERAL**

**2.1 Notices.** All notices and other communications provided for in this Easement Agreement shall be in writing and shall be sufficient for all purposes if personally delivered, or sent by certified or registered U. S. mail, return receipt requested, postage prepaid, and addressed to the respective party at the fax number and address set forth below or at such other address as such party may hereafter designate by written notice to the other parties as herein provided.

To Grantor: Thunder Ridge Airpark, LLC, 4320 E Lake Creek Farms Road, Heber City, UT 84032

To Grantee: Thunder Ridge Airpark, LLC, and The Highlands at Thunder Ridge, LLC, 4320 E Lake Creek Farms Road, Heber City, UT 84032

If personally delivered, notices and other communications under this Easement Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by fax and mail in the form specified in this section, notices and other communications under this Easement Agreement shall be deemed to have been given and received and shall be effective when faxed and deposited in the U. S. Mail, whichever shall first occur.

**2.2 Costs.** Except as otherwise specifically provided in this Easement Agreement, Grantor and Grantee each shall pay their own costs and expenses incurred in preparation and execution of and performance under this Easement Agreement.

**2.3 Entire Agreement.** This Easement Agreement (including the exhibits attached hereto) constitutes the entire agreement between the parties hereto relative to the subject matter hereof. This Easement Agreement may not be amended or modified except in writing executed by all of the parties hereto.

**2.4 Interpretation.** This Easement Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

**2.5 Counterparts and Facsimile Signature's.** This Easement Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which shall together constitute one and the same instrument. Original, facsimile or power of attorney signatures shall be binding upon the executing party.

**2.6 No Waiver.** Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. Except as otherwise expressly provided herein, no waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

**2.7 Covenants Run With the Land.** Each right and obligation in this Easement Agreement (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Subject Property; and (c) shall benefit and be binding upon any person whose title is acquired by voluntary conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

**2.8 Attorneys' Fees.** In the event of any legal, equitable or administrative action or proceeding brought by any party against any other party under this Easement Agreement, the prevailing party shall be entitled to recover the reasonable fees of its attorneys, and my costs incurred in such action or proceeding including costs of appeal, if any, in such amount as the court or administrative body having jurisdiction may award.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the day and year first written above.

**GRANTOR:**

Thunder Ridge Airpark, LLC

By: Tray Lunn

It's: Managing Member

DM

**GRANTEE:**

Thunder Ridge Airpark, LLC

By: Tray Lunn

It's: Managing Member

DM

**GRANTEE:**

The Highlands at Thunder Ridge, LLC

By: Tray Lunn

It's: Managing Member

DM

STATE OF UTAH

COUNTY OF Wasatch

The foregoing instrument was acknowledged before me on

April 13, 2015,

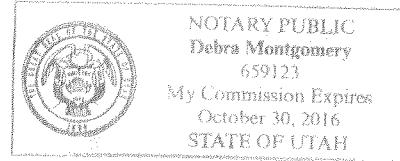
By: Debra Montgomery.

Notary Public

Residing at Heber Utah

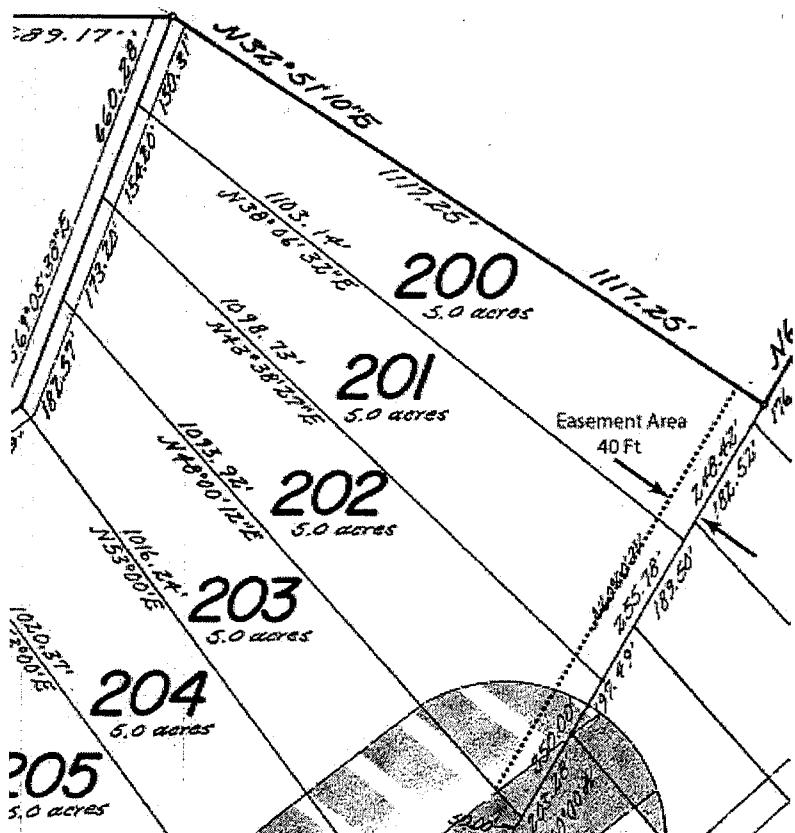
My Commission Expires:

10-30-2016



**Exhibit "A" To  
Easement Agreement  
(Subject Properties Description)**

Three parcels of land within Section 26, T 2 S, R 9 W, S.L.B.&M, Duchesne County, Utah and more particularly described as Tax ID's BRS-0200, 0201, 0202 of the Chuckwagon Phase of Bandanna Ranch as platted and recorded 16<sup>th</sup> April 1980 or thereabouts, each lot comprising 5 acres.



**Exhibit "B" To  
Easement Agreement  
(Easement Description)**

An Easement within Section 26, T 2 S, R 9 W, S.L.B.&M, Duchesne County, Utah, on BRS- 0200, 0201, 0202 of the Chuckwagon Phase of Bandanna Ranch as platted and recorded 16<sup>th</sup> April 1980 each lot comprising 5 acres. The Easement is more particularly described as 40 ft wide beginning at the Northwest corner of Lot 202 and proceeding thence along the most NW boundary of Lots 202, 201, and 200 (bearing N 60°00' W) a distance of 704.2 ft thence SW along the boundary of Lot 200 (bearing line N 32°51'10" E) a distance of 40 ft thence SE parallel to the NW boundary of Lots 202, 201, and 200 (bearing approx. N 60°00' W) for a distance of approximately 700 ft to the SE boundary of Lot 202, thence along the SE boundary of Lot 202 a distance of 40 ft to the point of beginning. Description contains .21 acres on each of Lots 200, 201, and 202 more or less.