
MUTUAL CROSS-ACCESS AGREEMENT

This Mutual Cross-Access Easement ("Agreement") is made effective this March 27th, 2023, by and between Jedd & Katie Mumm and Cerro Maestri LLC (c/o Nicholas Mestre) ("Grantee"). The Grantors and Grantee may be collectively referred to as the parties.

RECITALS:

A. Grantors are the owners of that certain property in Teton County, Idaho, as more fully described in *Exhibit A*, which exhibit is attached hereto and incorporated herein ("Grantors' Property");

B. Grantee is the owner of that certain property in Teton County, Idaho, as depicted in *Exhibit B*, which exhibit is attached hereto and incorporated herein ("Grantee's Property");

C. Grantors desire to grant and Grantee desires to receive an easement for ingress and egress across the Grantors' Property as depicted on *Exhibit C* under the terms and conditions outlined hereafter. Grantee desires to grant and Grantors desire to receive an easement for ingress and egress across the Grantee's Property as depicted on *Exhibit C* under the terms and conditions outlined hereafter.

D. A Road Access currently exists, which Grantors and Grantee intend to terminate and vacate, and is available in the public records of Teton County, Idaho on Instrument No. 153029, Record of Survey-Land Split, as depicted on *Exhibit D*, burdening and benefitting both the Grantors' property and the Grantee's property.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The parties hereto repeat herein by this reference Paragraphs "A" through "D" above, inclusive, as if said Paragraphs were set forth hereat in full.
2. **Grant.**

- 2.1 Grantors hereby grant to Grantee a non-exclusive perpetual access easement over, on, across, and through the Grantors' Property for ingress and egress in the location depicted on *Exhibit C* ("Grantee Easement").
 - 2.2 Grantee hereby grants Grantors a non-exclusive perpetual access easement over, on, across, and through the Grantee's Property for ingress and egress in the location depicted on *Exhibit C* ("Grantors' Easement").
3. **Purpose of Easement.** The Easements created hereby shall be used for ingress and egress for pedestrian travel, vehicular travel, utilities, etc. and their respective representatives, customers, invitees, and agents.
4. **Consideration.** In consideration of the foregoing promises and the mutual covenants and agreements contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound.
5. **Maintenance.** The Grantors and Grantee will share the expense of upkeep and maintenance of the Easement equally.
6. **Binding on Successors.** The Easements created hereby and the vacation of any previously existing easements shall be recorded in the official records of Teton County, and shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land.
7. **Counterparts.** This Agreement may be executed in counterparts, each part being considered an original document, all parts being but one document.
8. **Indemnification.**
 - 8.1 The Grantee agrees to indemnify, defend and hold the Grantors, and its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense that arise from their respective use or use by their respective customers, agents, invitees, or representatives of the Grantee Easement.
 - 8.2 The Grantors agrees to indemnify, defend and hold the Grantee, and its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense that arise from their respective use or use by their respective customers, agents, invitees, or representatives of the Grantors Easement.
9. **Remedies.** In the event of a breach hereunder by any party, the non-breaching party shall have all

remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.

10. Termination and Vacation of Previous Easements. This Agreement is intended to replace the previously granted 60'x60' Shared Access Easement which is available in the public records of Teton County, Idaho as shown on that Record of Survey Instrument No. 153029, depicted on *Exhibit D*. The Grantors and Grantee hereby terminate and vacate the 60'x60' shared access easement as depicted on *Exhibit D*.

11. Easement Obstructions. No fence or other barrier shall be erected or permitted within or across the respective Easements which would prevent or obstruct the passage of pedestrian or vehicular travel; provided, however, that the foregoing shall not prohibit (i) the temporary erection of barricades which are reasonably necessary for security and/or safety purposes in connection with the construction, reconstruction, repair and maintenance of improvements, on the Grantors' or Grantee's Property, it being agreed by the parties however, that all such work shall be conducted in the most expeditious manner reasonably possible to minimize the interference with the use of the respective Easements by Grantors and Grantee, and such work shall be diligently prosecuted to completion, or (ii) the construction of limited curbing or other forms of traffic controls along the outer perimeter of the respective Easement.

12. Notices. All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is (i) delivered to the party intended, (ii) delivered to the then current address of the party intended, or (iii) rejected at the then current address of the party intended, provided such writing was sent prepaid. The initial address of the signatories hereto is:

Grantors: Cerro Maestre LLC
c/o Nicholas Mestre
PO Box 1705
Driggs, Idaho 83422

Grantee: Jedd & Katie Mumm
2175 S Hwy. 33.
Driggs, Idaho 83422

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

13. Dedications. Grantors excepts and reserves unto itself, its successors and assigns, the right to dedicate the Grantee's Easement as a public street or drive at any time at its sole election. Grantee excepts and reserves unto itself, its successors and assigns, the right to dedicate the Grantors'

Easement as a public street or drive at any time at its sole election. Upon any such dedication all private rights of Grantors or Grantee therein shall automatically terminate and expire. Until and unless an express dedication is made of the respective Easements, no use hereunder shall be deemed to constitute the respective Easements as a public way or a quasi-public way, but to the contrary the respective Easements shall constitute and remain a private way and drive. No dedication shall, however, be made of the respective Easement unless:

- A. Such Easement is accepted by the public entity for maintenance as a public street or drive; and
- B. The dedication does not preclude or prevent the continued use by Grantors or Grantee, as the case may be, of the entrance to and exit from the respective Easements then being used incident to the Grantors' or Grantee's Property.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first written above.

{Signature pages follow.}

GRANTOR:

Cerro Maestre LLC

Nicholas Mestre (Manager)

Nicholas Mestre (Manager)

STATE OF Michigan

County of Macomb

ss.

On this 27 day of December, 2023, before me Joseph Youanes, personally appeared Nicholas Mestre, known or identified to me (or proved to me on the oath of US Passport), to be one of the members of the company Cerro Maestre LLC, and the member of one of the members who subscribed said company name to the foregoing instrument, and acknowledged to me that [he/she] executed the same in said company name.

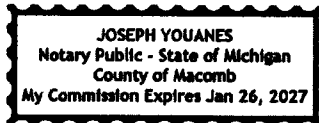
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Michigan Joseph Youanes
NOTARY PUBLIC FOR ~~MIAMI~~

Residing at Michigan

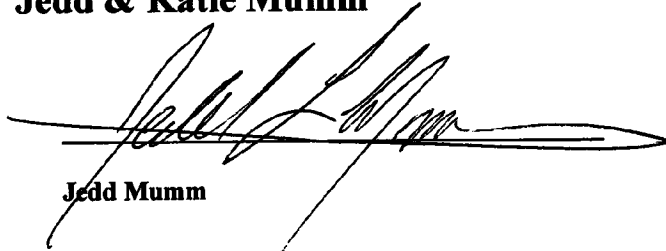
My Commission Expires 1/26/2027



Completed via Remote Online Notarization using 2 way Audio/Video technology.

GRANTEE:

Jedd & Katie Mumm



Jedd Mumm



Katie Mumm

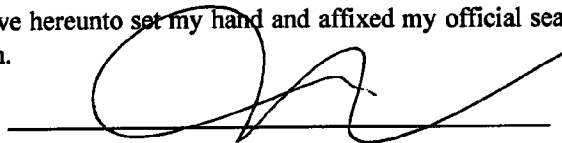
STATE OF IDAHO

SS.

County of Teton

On this 27th ^{day} of December ~~March~~, 2023, before me Jackie Welsh, personally appeared Jedd and Katie Mumm, known or identified to me (or proved to me on the oath of drivers license), to be said individuals to the foregoing instrument, and acknowledged to me that [he/she] executed the same in their name(s)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



NOTARY PUBLIC FOR IDAHO

Residing at Wiggins Tp

My Commission Expires 8/13/26

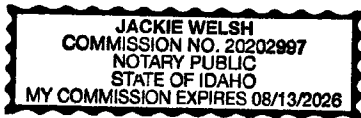


EXHIBIT A

(Grantors' Property Legal Description)

A portion of the W1/2 N1/2 NE1/4 NE 1/4 of Section 36, TWP. 5N, RNG. 45E, B.M., Teton County, Idaho, Being further described as:

From the NE corner of said Section 36, Thence S 88°41'46"W, 657.21 feet along the Section Line of said Section 36 to the point of beginning:

Thence S 00°07'26"E, 661.42 feet to a point:

Thence S 88°57'07"W, 328.76 feet to a point:

Thence N 00°06'29"W, 659.96 feet to a point on the Section Line:

Thence N 88°41'46"E, 328.60 feet along the Section Line to the point of beginning:

Contains 4.98 Acres more or less.

Together with and subject to a 60 x 60 access easement.

Also, Subject to county road easement along the Northern boundary.

As shown as "Parcel 1" on that Record of Survey Instrument # 153029, filed at the office of the Clerk & Recorder, Teton County, Idaho.

EXHIBIT B
(Grantee's Property)

W½N½NE ¼NE¼ of Section 36, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as:

**Commencing at the NE corner of said Section 36;
Thence S 88°41'46" W, 657.21 feet along the Section Line of said Section 36 to a point;
Thence S 88°41'46" W, 328.60 feet along said Section Line to the Point of Beginning;
Thence S 00°06'29" E, 659.96 feet to a point;
Thence S 88°57'07" W, 328.76 feet to a point;
Thence N 00°05'32" W, 658.49 feet to a point;
Thence N 88°41'46" E, 328.60 feet to the Point of Beginning.**

Contains 4.97 acres more or less.

**Together with and subject to a 60 x 60 access easement.
Also, Subject to county road easement along the Northern boundary.
Also, Subject to 30 foot right of way along the West boundary.**

As shown as "Parcel 2" on that Record of Survey Instrument # 153029, filed at the office of the Clerk & Recorder, Teton County, Idaho.

EXHIBIT C

New Easements

54 FOOT SHARED ROADWAY EASEMENT

SITUATED IN THE STATE OF IDAHO, COUNTY OF TETON, BEING PART OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 45 EAST, OF B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 36;

THENCE SOUTH 87°58'56" WEST, A DISTANCE OF 958.69 FEET ALONG THE NORTH LINE OF SAID SECTION 36 TO THE POINT OF BEGINNING;

THENCE SOUTH 00°49'20" EAST, A DISTANCE OF 344.81 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE 91°04'01", A RADIUS OF 13.00 FEET, AN ARC LENGTH OF 20.66 FEET, WITH A CHORD BEARING OF SOUTH 46°21'21" EAST, AND A CHORD LENGTH OF 18.56 FEET TO A POINT;

THENCE NORTH 88°06'39" EAST, A DISTANCE OF 34.74 FEET TO A POINT;

THENCE SOUTH 00°49'20" EAST, A DISTANCE OF 54.00 FEET TO A POINT;

THENCE SOUTH 88°06'39" WEST, A DISTANCE OF 74.98 FEET TO A POINT;

THENCE CONTINUING SOUTH 88°06'39" WEST ALONG SAID LINE, A DISTANCE OF 75.02 FEET TO A POINT;

THENCE NORTH 00°49'20" WEST, A DISTANCE OF 54.00 FEET TO A POINT;

THENCE NORTH 88°06'39" EAST, A DISTANCE OF 35.25 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 88°55'59", A RADIUS OF 13.00 FEET, AN ARC LENGTH 20.18 FEET, WITH A CHORD BEARING OF NORTH 43°38'39" EAST, WITH A CHORD DISTANCE OF 18.21 FEET TO A POINT;

THENCE NORTH 00°49'20" WEST, A DISTANCE OF 345.18 FEET TO A POINT;

THENCE NORTH 87°58'56" EAST, A DISTANCE OF 54.01 FEET TO THE POINT OF BEGINNING. CONTAINING 0.63 ACRES OF LAND, MORE OR LESS.

EXHIBIT D

(Terminated or Vacated Easements)

A 60' x 60' Shared Access Easement located in the W $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described by metes & bounds as follows:

**Commencing at the NE corner of said Section 36;
Thence S 88°41'46" W, 657.21 feet along the Section Line of said Section 36 to a point;
Thence S 88°41'46" W, 298.60 feet along said Section Line to the Point of Beginning;
Thence S 00°06'29" E, 60.00 feet to a point;
Thence S 88°41'46" W, 60.00 feet to a point;
Thence N 00°06'29" W, 60.00 feet to a point;
Thence N 88°41'46" E, 60.00 feet to the Point of Beginning.**

As shown on that Record of Survey Instrument # 153029, filed at the office of the Clerk & Recorder, Teton County, Idaho.