

MUTUAL ROAD AND UTILITY EASEMENT

This Mutual Road and Utility Easement (this "Easement Agreement") is made effective this _____ day of _____, 2025, by and between Thomas E. Hill and Lexie G. Hill, husband and wife ("Hill") and Highland Ranch, LLC, an Idaho Limited Liability Company ("Highland"). Hill and Highland may be collectively referred to as the Parties and individually as a Party.

RECITALS:

WHEREAS, Hill is the owner of that certain real property located in the County of Teton, State of Idaho, as set forth in the deed recorded in the office of the Teton County Clerk as Instrument Number 273125, on December 21, 2021, as more fully depicted on **Exhibit A** attached hereto and incorporated herein ("Hill Property");

WHEREAS, Highland is the owner of that certain property located in the County of Teton, State of Idaho, as set forth on the deed recorded in the office of the Teton County Clerk as Instrument Number 273259, on December 23, 2021, as more fully depicted on **Exhibit B** ("Highland Property");

WHEREAS, the parties' predecessor in interest established a 30' wide access and utility easement as depicted as Ballhead Drive on that Record of Survey recorded in the office of the Teton County Clerk as Instrument Number 272164, on November 8, 2021, attached hereto and incorporated herein as **Exhibit D** (the "2021 ROS");

WHEREAS, Hill desires to grant and Highland desires to receive a fifteen (15) foot road and utility easement across the southeastern border of the Hill Property as its abuts Ballhead Drive, and Highland desires to grant and Hill desires to receive a forty-five foot road and utility easement across the northeastern border of the Highland Property, as its abuts Ballhead Drive, as more fully described herein, under the following terms and conditions.

AGREEMENT:

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

1. Hill Grant. Hill hereby grants to Highland a non-exclusive 15' road and utility easement over, on, across, and through that portion of the Hill Property depicted as being part of Ballhead

Drive on the Daniel Highlands Subdivision Plat recorded in the office of the Teton County Clerk as Instrument Number _____, on _____, 202__, a copy of which is attached hereto and incorporated herein as **Exhibit C** (the "Plat"). This easement shall benefit and burden the respective properties of the Grantors and Grantees, including any future subdivided lots on the Hill Property. This easement is perpetual and shall continue indefinitely unless terminated by mutual agreement of the parties or as otherwise provided by law.

2. Highland Grant. Highland hereby grants to Hill a non-exclusive 45' road and utility easement over, on, across, and through the portion of the Highland Property depicted as being part of Ballhead Drive on the Plat. This easement is perpetual and shall continue indefinitely unless terminated by mutual agreement of the parties or as otherwise provided by law.

3. Purpose of Easement. The easements created herein may be used for placement of utilities, ingress, and egress and shall benefit the Parties and their respective successors, assigns, representatives, customers, invitees, and agents.

4. Construction, Maintenance and Improvements. The Parties may construct, lay, install, maintain, operate, repair, clear snow and obstructions, and perform any other customary work associated with utilities, ingress, and egress needs within the Easement. The Party that initially constructs any such improvements other than the road, will be responsible for the maintenance of such improvements. The cost of road maintenance will be split between the Parties and their respective successors and assigns prorata based on the number of buildings lots that are platted, so as to be accessed from Ballhead Drive, from time to time on each respective parcel. As of the date of this Easement Agreement there are eleven (11) total building lots, ten (10) of which are on the Highland Property and one (1) of which is on the Hill Property. The Shared maintenance costs shall only apply to the common section of the road covered by this easement and shall not extend to any spur roads or roads beyond the easement area. The determination as to what road maintenance needs to be conducted will be made by Highland. Notwithstanding the foregoing, the owner(s) of the Hill Property will not bear any responsibility for the cost of road construction or road maintenance until such time as the Hill Property is either further subdivided, with lots being accessed from Ballhead Drive, or a habitable structure accessed from Ballhead Drive is constructed. (Note: the Hill Property has other access and subdividing and/or building on the Hill Property only affects this agreement to the extent that such subdividing or building is accessed from Ballhead Drive.)

5. Termination of Previous Easement. Upon the recording of this Easement Agreement, the access and utility easement established by Instrument Number 272164 and depicted as Ballhead Drive in the 2021 ROS shall be terminated. The parties agree that the easement granted herein supersedes and replaces the previous easement, and all rights and obligations associated with the previous easement shall cease.

6. Easement Obstructions. Nothing shall be erected or permitted within or across the Easement which would prevent or obstruct the passage of pedestrian or vehicular travel, unless agreed to by the Parties.

7. Binding on Successors. This Easement shall be recorded in the official records of Teton County, Idaho, and shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land.

8. Counterparts. This Easement may be executed in counterparts, each part being considered an original document, all parts being but one document.

9. Indemnification. The Parties and their heirs, successors, administrators, executors and assigns agree to indemnify, defend and hold each other, and their successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expenses, including attorneys' fees, that arise from their respective use or use by their respective customers, agents, invitees, or representatives of the Easement.

10. 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 Easement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.

[signature page to follow]

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

Highland Ranch, LLC

Thomas E. Hill

By: Jeffrey Sholl

Lexie G. Hill

STATE OF IDAHO)
) ss.
County of TETON)

On this ____ day of _____, 2025, before me _____ personally appeared Thomas E. Hill, known or identified to me to be the person who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same.

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 _____

My Commission Expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2025, before me _____, personally appeared Lexie G. Hill _____, known or identified to me to be the person who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same.

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 _____

My Commission Expires _____

STATE of TEXAS)
) ss.
County of _____)

On this _____ day of _____, 2025, before me _____,
personally appeared Jeffrey Sholl, known or identified to me to be the person who subscribed his name to
the foregoing instrument, and acknowledged to me that he executed the same with full authority on behalf
of Daniel Highlands HOA.

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 TEXAS
Residing at _____
My Commission Expires _____

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D