

MUTUAL GRANT OF EASEMENT AND ROAD MAINTENANCE AGREEMENT

THIS INDENTURE, made this 7 day of July, 2022, between Long Run, LLC, whose address is 9444 S. Hwy. 31, Victor, ID 83455, the First Grantor; and Kelly Edward Lark, whose current address is 7856 Hidden Valley Rd., Marsing, ID 83639, the Second Grantor. Both parties shall also be considered as Grantees for purposes of this agreement.

WITNESSETH:

That the First Grantor is currently the owner of the property described in the attached "Exhibit A" and the Second Grantor is currently the owner of the property described in the attached "Exhibit B". Whereas the First and Second Grantors intend to construct a road along both party's properties, and allow mutual access for each other to cross across both Grantors' property for ingress and egress to the property described in "Exhibit A" and "Exhibit B" (both parties will allow access across a portion of each parcel of property described herein); and the parties share access and it is necessary to memorialize an easement agreement so the parties can continue to have access for ingress and egress and to share the initial cost to construct a road and ongoing maintenance costs of the access easement.

Therefore, for mutual consideration, IT IS EXPRESSLY AGREED AS FOLLOWS:

That Grantor A and Grantor B both hereby grant, gift, deed, and convey to

each other an easement for ingress and egress purposes and for all underground utilities located along the attached "Exhibit C" which shall be the mutual easement and road shared by both parties of this agreement. Furthermore, both Grantors may both use the easement to access their respective properties for themselves, guests, employees, invitees, and all of their successors and assigns to the above described properties; and any underground utilities may also be placed upon the easement.

The easement is intended to allow access to subdivision lots as both parcels are currently being subdivided pursuant to the laws of Teton County, Idaho, and it is the intent of the parties that all subdivided lots created from the property described in "Exhibit A" (the Laurel Flat Subdivision) and "Exhibit B" (the Moose Hollow Subdivision) shall be allowed to use the easement for utilities and ingress and egress. No other parties outside of the two parcels described herein shall be deemed to have access use form this easement.

Each Grantor shall be responsible for 50% of the initial costs associated with constructing and installing a road (including paving or asphalt), and in all regular and ordinary road maintenance costs of the easement described in "Exhibit C". These costs shall include ordinary and regular maintenance costs such as snow removal, plowing, paving, asphalt, gradings, dusting, re-graveling, and any expenses associated with ordinary wear and tear including necessary capital improvements. Each party will include assessments in their CC&R's, and collect an annual home owners dues to cover road maintenance costs. Homeowners' dues will be set by Grantors and may be updated annually.

This agreement covers the general maintenance and repair of the easement and shall include, but not be limited to snow removal and management, paving, asphalt, grading, dust control, filling in and repairing chuck holes, removal of debris and fallen trees. Each party shall be 100% responsible for any damages they cause intentionally or accidentally to the access easement. For example, if either party is forced to excavate a portion of the road to install or repair utilities or perform any other work, that party is 100% responsible to restore the access road to its original condition. Likewise, if either party accidentally damages or causes unusual damages to the road through negligence, such as creating mud holes or other damages, that party is 100% responsible to restore the road to its original condition within 90 days of the damage. If the party who causes the damage does not make the repair within ninety days, any other party or successor to this agreement may pay to have the repairs made and shall be entitled to reimbursement of such costs plus all attorneys fees and costs incurred in pursuing reimbursement.

Each party shall be responsible for their own negligent and willful acts, the acts of their own guests, invitees, agents, and employees for any portion of the road that is shared by any other owner.

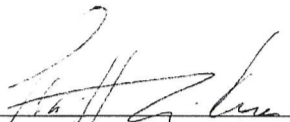
Each party shall indemnify and hold the other harmless for any accidents or injuries to property or persons that occur on the access easement to either party, their guests, invitees, or other persons using the easement for the benefit of that party. Each Grantor will be required to provided liability insurance for their subdivisions.

This easement shall run with land in perpetuity and this agreement and mutual conveyance shall inure to the benefit of the heirs, assigns, and successors in

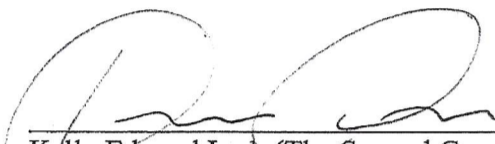
interest to the above-described properties. In essence, anyone who comes into ownership of either of the parcels or any subdivided portion of either parcel is entitled to the access and utility easement set forth above and obligated to provide such access as this easement shall run with the land.

Both parties may assign their rights in this agreement to the respective Homeowners' Associations once they are created.

IN WITNESS WHEREOF, the said Grantors and Grantee have hereunto set their hands the day and year first above written.



Long Run, LLC (The First Grantor)
Signed by: Abbott C. Gilbane (Managing Member)



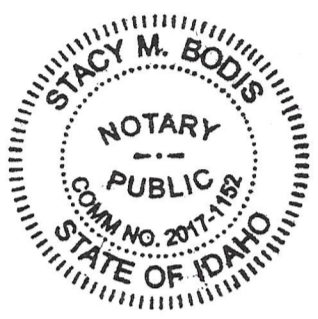
Kelly Edward Lark (The Second Grantor)

STATE OF Idaho)
County of Teton) ss.

ON THIS 7th day of July, 2022, before me,
Stacy M Bodis, a Notary Public in and for said State, personally appeared
Abbott C. Gilbane, known or identified to me to be the person that executed the
foregoing instrument; and known to me to have authority to act on behalf of Long Run,
LLC; and acknowledged to me that he executed the same on behalf of Long Run, LLC
with full legal authority.

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

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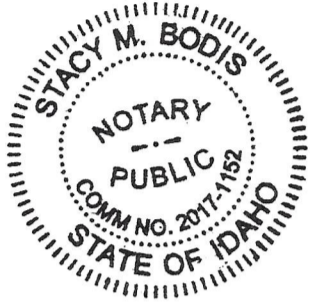
Stacy M Bodis
Notary Public for
Residing at: 76 N. Main, Driggs Id
My Commission Expires: 12/22/23

STATE OF Idaho)
County of Teton) ss.

ON THIS 7th day of July, 2022, before me,
Stacy M Bodis, a Notary Public in and for said State, personally appeared
Kelly Edward Lark, known or identified to me to be the person that executed 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.

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Stacy M Bodis
Notary Public for
Residing at: 76 N. Main, Driggs Id
My Commission Expires: 12/22/23

EXHIBIT A

From an iron pin point, the Southwest corner of the Northwest Quarter of Section 15, Township 3 North, Range 45 East, Boise Meridian, Teton County, Idaho South $89^{\circ}41'27''$ East, 1321.48 feet along the South line of said Northwest Quarter to a point, the Point of Beginning;

Thence south $89^{\circ}41'27''$ East, 585.74 feet to a point;

Thence North $0^{\circ}00'32''$ West, 1485.41 feet to a point;

Thence North $89^{\circ}42'25''$ West 585.80 feet to a point;

Thence South $0^{\circ}00'40''$ East, 1485.41 feet, more or less, to the Point of Beginning.

Less and excepting therefrom:

A part of the Southeast Quarter Northwest Quarter Section 15, Township 3 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as:

Commencing at the Center Quarter corner of said Section 15; Thence North $89^{\circ}41'28''$ West, 735.74 feet to a point on the sectional control line and North $89^{\circ}41'27''$ West, 372.40 feet along the sectional control line to the Point of Beginning;

Thence North $89^{\circ}41'27''$ West, 215.00 feet along the sectional control line to a point;

Thence North $00^{\circ}03'40''$ East, 270.00 feet to a point;

Thence South $89^{\circ}41'27''$ East, 215.00 feet to a point;

Thence South $00^{\circ}03'40''$ West, 270.00 feet to the Point of Beginning

EXHIBIT B

Beginning at a point that is South $89^{\circ}41'27''$ East 1907.22 feet from the Southwest corner of the Northwest Quarter of Section 15, Township 3 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence South $89^{\circ}41'27''$ East 405.37 feet; thence North $0^{\circ}00'28''$ West 660.26 feet; thence South $89^{\circ}41'56''$ East 330.38 feet to a point on the East line of said Northwest Quarter; thence North $0^{\circ}00'24''$ West 825.31 feet along said East line; thence North $89^{\circ}42'25''$ West 735.80 feet; thence South $0^{\circ}00'32''$ East 1485.40 feet to the point of beginning.

Subject to an easement 20 feet wide, the center line described as follows: Beginning at a point 70 rods South of the Northeast corner of the Northwest Quarter of Section 15, Township 3 North, Range 45 East, Boise Meridian, and running thence South 50 rods to the Northeast corner of the $E1/2SE1/2SE1/4NW1/4$ of said Section 15.

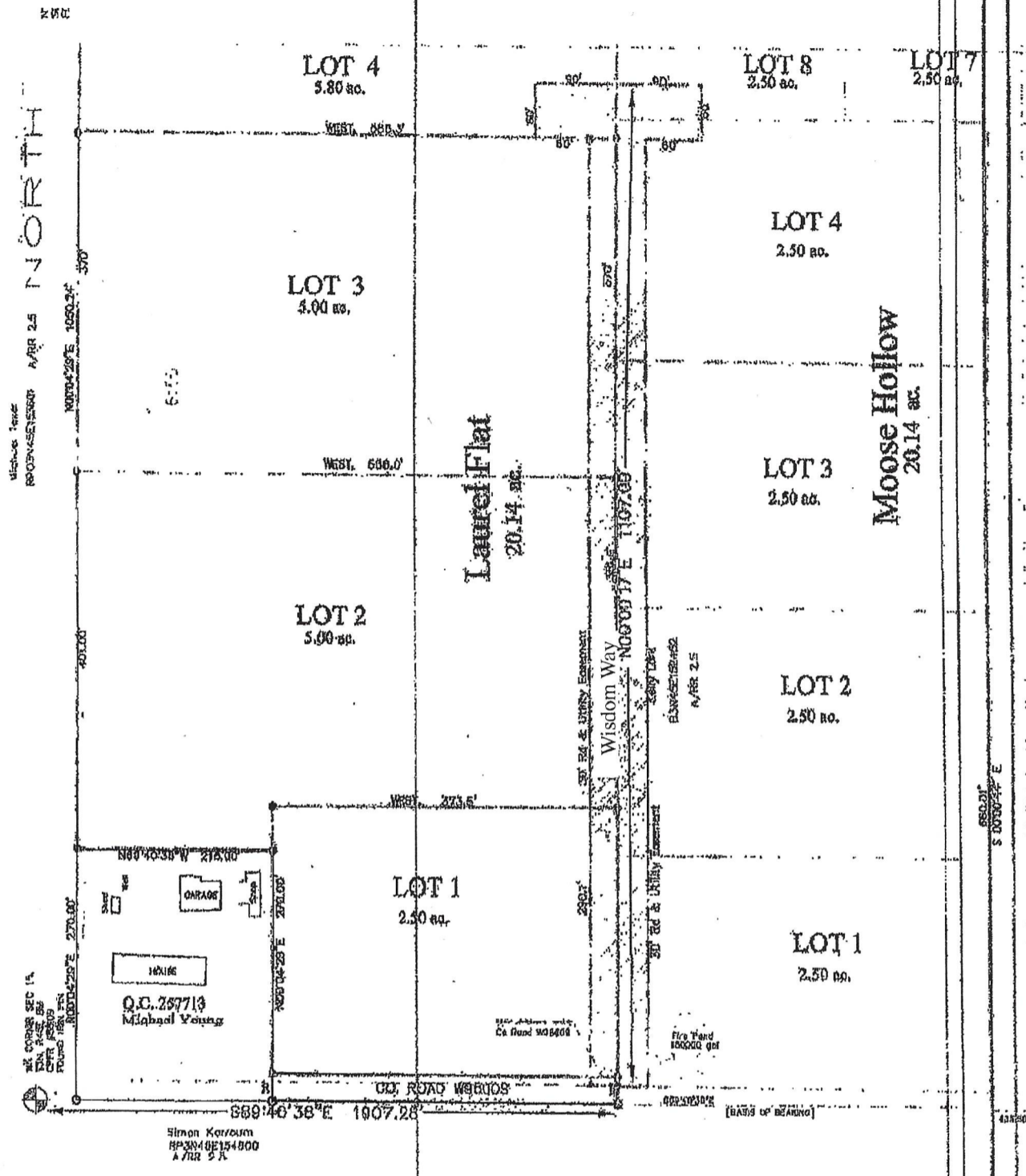


Wisdom Way Description W $\frac{1}{2}$ OF EASEMENT

A 30 FOOT WIDE ROAD AND UTILITY EASEMENT ALONG THE EAST LINE OF THE E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 15, TWP. 3N., RNG. 45E., B.M., TETON COUNTY, IDAHO BEING FURTHER DESCRIBED AS:
FROM THE W $\frac{1}{4}$ CORNER OF SAID SECTION 15, S89°40'38"E, 1907.28 FEET TO THE POINT OF BEGINNING OF THE EASEMENT;
THENCE N00°00'17"E, 1107.00 FEET ALONG SAID EAST LINE OF THE E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SAID SECTION 15, FEET TO A POINT;
THENCE WEST, 90.00 FEET TO A POINT;
THENCE SOUTH, 60.00 FEET TO A POINT;
THENCE EAST, 60.00 FEET TO A POINT;
THENCE S00°00'17"W, 1047.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 15;
THENCE S89°40'38"E, 30.00 FEET TO THE POINT OF BEGINNING.
ENCUMBERS 0.80 ACRES.

Wisdom Way Description E $\frac{1}{2}$ OF EASEMENT

A 30 FOOT WIDE ROAD AND UTILITY EASEMENT ALONG THE EAST LINE OF THE E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SECTION 15, TWP. 3N., RNG. 45E., B.M., TETON COUNTY, IDAHO BEING FURTHER DESCRIBED AS:
FROM THE W $\frac{1}{4}$ CORNER OF SAID SECTION 15, S89°40'38"E, 1907.28 FEET TO THE POINT OF BEGINNING OF THE EASEMENT;
THENCE N00°00'17"E, 1107.00 FEET ALONG SAID EAST LINE OF THE E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SAID SECTION 15, TO A POINT;
THENCE EAST, 90.00 FEET TO A POINT;
THENCE SOUTH, 60.00 FEET TO A POINT;
THENCE WEST, 30.00 FEET TO A POINT;
THENCE S00°00'17"W, 1047.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 15;
THENCE N89°40'38"W, 60.00 FEET TO THE POINT OF BEGINNING.
ENCUMBERS 0.80 ACRES.



North Arrow
 10/23/2007 APR 25 NORTH

1/4 CORNER SEC 15
 1/4 1/4 1/4 1/4
 PLUMB LINE
 10/23/2007 APR 25

HOUSE
 GARAGE
 Q.C. 267713
 Michael Young

LOT 1
 2.50 ac.

Laurel Flat
 20.14 ac.

Wisdom Way
 10/23/2007 APR 25

LOT 2
 2.50 ac.

LOT 1
 2.50 ac.

Moose Hollow
 20.14 ac.

LOT 2
 5.00 ac.

LOT 3
 4.00 ac.

LOT 4
 5.80 ac.

LOT 8
 2.50 ac.

LOT 4
 2.50 ac.

LOT 7
 2.50 ac.

889'40'38"E 1007.28'
 Simon Kouroum
 HP3040E154800
 APR 25 A

889'40'38"E
 S 1007.28'