

#459712

WHEN RECORDED, PLEASE RETURN TO:

Wade R. Budge, Esq.

Snell & Wilmer L.L.P.

15 West South Temple, Suite 1200

Salt Lake City, Utah 84101

THIS DOCUMENT HAS BEEN RECORDED ELECTRONICALLY

ENTRY # 759021 DATE 11/22/05

E 101188 E 223 P 0294
Date 23-NOV-2005 10:08am
Fee: 25.00 Check
BRENDA NELSON, Recorder
Filed By BDN
For FIRST AMERICAN TITLE COMPANY O
MORGAN COUNTY

EASEMENT

THIS EASEMENT (the "Easement") is granted as of November 21, 2005, by THE PRESERVE III LLC, a Utah limited liability company, JAMES LAVENDER, JULIE LAVENDER, LEIGH MEIER, and PARK CITY WILDLIFE CONSERVANCY LAND TRUST, LLC, a Delaware limited liability company (collectively, the "Grantors"), in favor of grantees J. LYNN SMITH as Trustee of the J. Lynn Smith Living Trust ("Smith"), and EDSON F. PACKER, an individual ("Packer"). The foregoing are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Grantors are the owners of real property located in Summit County, Utah, described on Exhibit A to this Easement (the "Burdened Property").
- B. Smith is the owner of real property located in Summit County, Utah, more particularly described as Lot 118 Stagecoach Estates Plat "D".
- C. Packer is the owner of real property located in Summit County, Utah, more particularly described as Lot 119 Stagecoach Estates Plat "D".
- D. Lots 118 and 119 of the Stagecoach Estates Plat "D" are collectively referred to herein as the "Benefited Property", as defined on Exhibit B to this Easement.
- E. Pursuant to that certain Kirkpatrick MacDonald Letter Agreement, dated August 1, 2005, and that certain Addendum No. 1 to Kirkpatrick MacDonald Letter Agreement dated August 17, 2005, (the "Agreement"), Grantors agreed to grant Smith and Packer an access and utilities easement in favor of the Benefited Property over the Burdened Property.
- F. Grantors now desire to grant the easement subject to the terms provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree for the benefit of Smith and Packer as follows:

1. **Grant of Easement.** Grantors hereby grant to Smith and Packer a perpetual, non-exclusive ingress, egress, access right-of-way and utilities easement over and across the Burdened Property, in the location of existing roads constructed or to be constructed on the Burdened Property, in favor of the Benefited Property.
2. **Rights Run With the Land.** All provisions of this Easement, including the benefits and burdens, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the Parties.

3. **Severability.** If any term, provision or condition contained in this Easement shall to any extent be deemed invalid or unenforceable, the remainder of the Easement shall not be affected thereby, and each remaining term, provision and condition of this Easement shall be valid and enforceable to the fullest extent permitted by law.

4. **Amendment.** No modification, waiver, release or amendment of any provision of this Easement shall be made except by a written agreement signed by all Parties or their respective successors or assigns.

5. **Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of Utah.


6. **Entire Agreement.** This Easement constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Easement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Easement. No supplement, modification or amendment of this Easement will be binding unless in writing and executed by each Party.

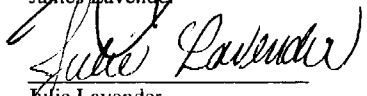
IN WITNESS WHEREOF, this Easement has been executed as of the date first above written.

GRANTORS:

THE PRESERVE III LLC,
a Utah limited liability company

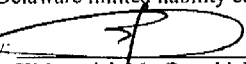
By: 
Kirkpatrick MacDonald, Manager


James Lavender


Julie Lavender

Leigh Meier

**PARK CITY WILDLIFE CONSERVANCY
LAND TRUST, LLC,**
a Delaware limited liability company

By: 
Kirkpatrick MacDonald, Manager

3. Severability. If any term, provision or condition contained in this Easement shall to any extent be deemed invalid or unenforceable, the remainder of the Easement shall not be affected thereby, and each remaining term, provision and condition of this Easement shall be valid and enforceable to the fullest extent permitted by law.

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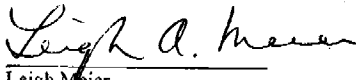
GRANTORS:

THE PRESERVE III LLC,
a Utah limited liability company

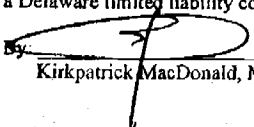
By: 
Kirkpatrick MacDonald, Manager

James Lavender

Julie Lavender


Leigh Meier

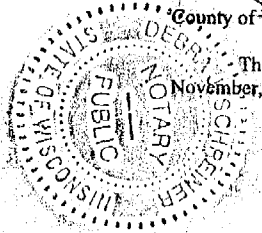
**PARK CITY WILDLIFE CONSERVANCY
LAND TRUST, LLC,**
a Delaware limited liability company

By: 
Kirkpatrick MacDonald, Manager

Wisconsin
STATE OF ~~UTAH~~)
Jefferson :ss
County of Wasatch)

The foregoing instrument was acknowledged before me by Leigh Meier this 21 day of November, 2005.

Delra Schre
Notary Public



STATE OF UTAH)
) ss.
County of Wasatch)

The foregoing instrument was acknowledged before me this ___ day of ___, 2005, by Kirkpatrick MacDonald, the Manager of PARK CITY WILDLIFE CONSERVANCY LAND TRUST, LLC a Delaware limited liability company, on behalf of said company.

Notary Public

STATE OF UTAH)
 :ss
County of Wasatch)

The foregoing instrument was acknowledged before me by J. Lynn Smith as Trustee of J. Lynn Smith Living Trust, this ___ day of November, 2005.

Notary Public

STATE OF UTAH)
 :ss
County of Wasatch)

The foregoing instrument was acknowledged before me by Edson F. Packer this ___ day of November, 2005.

Notary Public

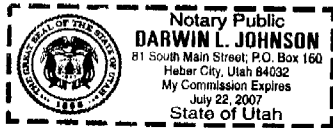
STATE OF UTAH)
) ss
County of Wasatch)


The foregoing instrument was acknowledged before me by Leigh Meier this ____ day of November, 2005.

Notary Public

STATE OF UTAH)
) ss
County of Wasatch)

The foregoing instrument was acknowledged before me this 21 day of Nov, 2005, by Kirkpatrick MacDonald, the Manager of **PARK CITY WILDLIFE CONSERVANCY LAND TRUST, LLC** a Delaware limited liability company, on behalf of said company.





Notary Public

STATE OF UTAH)
) ss
County of Wasatch)

The foregoing instrument was acknowledged before me by J. Lynn Smith as Trustee of J. Lynn Smith Living Trust, this ____ day of November, 2005.

Notary Public

STATE OF UTAH)
) ss
County of Wasatch)

The foregoing instrument was acknowledged before me by Edson F. Packer this ____ day of November, 2005.

Notary Public

GRANTEES:

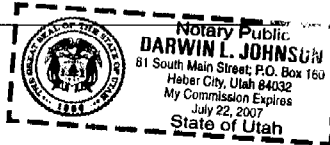
J. Lynn Smith, Trustee of the J. Lynn Smith Living
Trust

Edson F. Packer

STATE OF UTAH)
) ss.
County of Wasatch)

The foregoing instrument was acknowledged before me this 21 day of Nov,
2005, by Kirkpatrick MacDonald, the Manager of **THE PRESERVE III LLC**, a Utah limited
liability company, on behalf of said company.

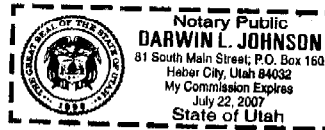
Notary Public



STATE OF UTAH)
) ss.
County of Wasatch)

The foregoing instrument was acknowledged before me by James Lavender this 21 day of
November, 2005.

Notary Public



STATE OF UTAH)
) ss.
County of Wasatch)

The foregoing instrument was acknowledged before me by Julie Lavender this 21 day of
November, 2005.

Notary Public

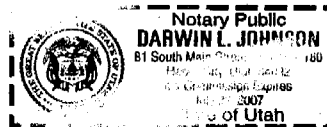


EXHIBIT A
(Legal Description of Burdened Property)

The Preserve III LLC, Leigh Meier, James and Julie Lavender property:

THE WEST HALF AND THE WEST 247.5 FEET OF THE EAST HALF OF SECTION 31,
TOWNSHIP 1 NORTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, LESS AND
EXCEPTING THEREFROM:

SS-151-A
SS-151-A1
A FORTY-ACRE PARCEL LOCATED IN THE SOUTHWEST
QUARTER OF SECTION 31, TOWNSHIP 1 NORTH RANGE 4
EAST, DESCRIBED AS FOLLOWS: BEGINNING AT THE
SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH
RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND
RUNNING THENCE NORTH ALONG THE SECTION LINE 871.20
FEET; THENCE EAST 1800 FEET; THENCE SOUTH 24°39'42"
EAST 958.64 FEET, TO THE SOUTH LINE OF SAID SECTION 31;
THENCE WEST 2200 FEET TO THE POINT OF BEGINNING; AND

00-001-060
LESS AND EXCEPTING THEREFROM ALL LANDS LOCATED
WITHIN THE STAGECOACH ESTATES PLAT "D" AS RECORDED
WITH THE SUMMIT COUNTY RECORDER.

Park City Wildlife Conservancy Land Trust, LLC property:

ALL OF PLAT F, RED HAWK RANCH SUBDIVISION ACCORDING TO
THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE
SUMMIT COUNTY RECORDER'S OFFICE;

EXCEPT, BEGINNING AT A POINT WHICH LIES ON THE NORTHEAST CORNER OF
LOT 33, OF "THE RIDGE AT RED HAWK" SUBDIVISION, SAID POINT ALSO LIES
NORTH 89°54'18" EAST ALONG THE SECTION LINE, 1922.15 FEET AND NORTH
1840.79 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 1
SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE
WEST ALONG THE NORTHERLY LINE OF SAID LOT 33, 742.91 FEET; THENCE NORTH
12°14'59" WEST 143.31 FEET TO THE POINT OF CURVE OF A 90.00 FOOT RADIUS
CURVE TO THE RIGHT, CENTER BEARS NORTH 77°45'01" EAST; THENCE
NORTHEASTERLY ALONG THE ARC OF SAID CURVE 122.78 FEET THROUGH A
CENTRAL ANGLE OF 78°09'59"; THENCE NORTH 65°55'00" EAST 167.43 FEET TO THE
POINT OF CURVE OF A 100.00 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS
NORTH 24°05'00" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID
CURVE 122.14 FEET, THROUGH A CENTRAL ANGLE OF 69°58'46" TO THE POINT OF
REVERSE CURVE OF A 350.00 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS
NORTH 85°54'14" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID
CURVE 261.80 FEET, THROUGH A CENTRAL ANGLE OF 42°51'25" TO THE POINT OF
REVERSE CURVE OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS
NORTH 51°12'21" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID
CURVE 64.99 FEET, THROUGH A CENTRAL ANGLE OF 49°39'03"; THENCE NORTH
79°08'36" EAST 346.10 FEET; THENCE SOUTH 32°29'43" EAST 31.05 FEET; THENCE
SOUTH 21°21'03" EAST 147.05 FEET; THENCE SOUTH 00°27'45" WEST 163.61 FEET;
THENCE SOUTH 13°41'36" EAST 156.17 FEET; THENCE SOUTH 02°36'16" EAST 137.50
FEET; THENCE SOUTH 17°24'33" WEST 144.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Legal Description of Benefited Property

Smith Property:

Lot 118 Stagecoach Estates Plat "D", according to the official records of the Summit County Recorder.

Packer Property:

Lot 119 Stagecoach Estate Plat "D", according to the official records of the Summit County Recorder.