**0075962**1 Bk01753 Pc01067-01074

WHEN RECORDED, PLEASE RETURN TO:
Wade R. Budge, Esq.
Snell & Wilmer L.L.F.
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

ALAN SPRIGGS, SUMMIT CO RECORDER
2005 NOV 22 15:23 PM FEE \$30.00 BY BW
REQUEST: FIRST AMERICAN TITLE PARK CI
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### **EASEMENT**

THIS EASEMENT (the "Easement") is granted as of November 2. 2005, by THE PRESERVE III LLC, a standimited 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 "P"
- 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 16. I 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.
- 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.

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- Mother Colory · [2] (2) (2) 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.
  - 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 assign(s?)
  - Governing Law. This Easement shall be governed by and construed in accordance with
- 5. Governing L. the laws of the State of Utah.

  6. on written, are superseded by and merged in this Easement will be binding unless in writing the Easement has been executed as of the date first above written.

  GRANTORS:

  THE PROPERTY OF THE Easement. No supplement, modification or amendment of this Easement will be binding unless in writing

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MacDonald, Manager Kirkpatric 

Leigh Meier

WILDLIFE CONSERVANCY PARK CITY LAND TRUST, LLC,

a Delaware limited liability company

Kirkpatrick MacDonald, Manager

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

Umoffilialical color ASEME JIMO FERRICIO IN WITNESS WHEREOF, this Easement has been executed as of the date first above written.

**GRANTORS:** 

THE PRESERVE HILLC a Utah limited liability company

Julia Kirkpatrick MacDonald, Manager

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

Kirkpatrick MacDone' CONSERVANCY

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STA	TE OF UTAH	) ) ss.	AFILEN .	C. C	
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	9) <b>&gt;</b>	Notary Pt	ublic Affile College		
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CAN CHILD	Affilely.	Notary	Public	- All	3110
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	County of Wasatch	SS (FILE)		A. C.	
Alta.	The foregoing November, 2005.	instrument was acknowled	ged before me by Leigh Me	eier thisday of	4
	STATE OF UTAH County of Wasatch		Notary Public	2004	
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	STATE OF UTAH	(1) ss.	Notary Public	A CONTRACTOR OF THE PROPERTY O	100
Olum	County of Wasatch	<i>,</i>	lodged hefers we still 2		
1	2005, by Kirkpa	trick MacDonald, the	ledged before me this 2\ Manager of PAR Delaware limited liabili	_ day of 716 0,  K CITY WILDLIF  ty company, on behalf of	E of
0	Said company			<b>(4)</b>	
	DARWII 81 South Mai Heber	n Street: P.O. Roy 180 -	lotary Poblic	C.C.	Talle
William.	My Con Sta	hy, (Hah 8032 Imission Expires by 22, 2007 e of Utah		Wind.	
	STATE OF UTAH	)	ged before me by J. Lynn Sr 2005.	(S)	
	County of Wasatch	iss )		<del></del>	
Ula Fill	The foregoing Smith Living Trust, this	instrument was acknowledgesday of November,	ged before me by J. Lynn Sr 2005.	mith as Trustee of J. Lynn	Jejle.
0100		DON'T GUY OF NOVEMBER,	Notary Public		
ı	STATE OF UTAH	) :ss	1	301841	1702 1702
İ	County of Wasatch  The foregoing i	:ss )  Instrument.was acknowledge	ed before me by Edson	Pecker this day of	
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Who fittle lich colors GRANTEES: MONTHERED IN CORN Umorriell Gold V J. Lynn Smith, Trustee of the J. Lynn Smith Living Edson F. Packer STATE OF UTAH ) ss. County of Wasatch The foregoing instrument was acknowledged before me this 2 ( day of 2005, by Kirkpatrick MacDonald, the Manager of THE PRESERVE UT LLC, a Utah limited liability company, on behalf of said company. Notary F STATE OF UTAH County of Wasatch The foregoing instrument was acknowledged before me by James Layender this 2 November, 2005. Notary Pub STATE OF UTAH July 22, 2007 State of Utah County of Wasatch The foreg The foregoing instrument was acknowledged before me by Julie Layender this 2 .as.ac Notary Path Ultroffer energial colory ங்கள் (அள்ள 2007 **ு of Utah** BK1753 PC1072 00759621

# 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 I NORTH RANGE 4 EAST SALT LAKE BASE AND MERIDIAN, LESS AND EXCEPTING THEREFROM:

A FORTY-ACRE PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP I NORTH RANGE 4 EAST, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH RANGEÆRAST, 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

LESS AND EXCEPTING THEREFROM ALL LANDS LOCATED WITHIN THE STAGECOACH ESTATES PLAT "D" AS RECORDED WITH THE SUMMED COUNTY RECORDER.

Park City Wildlife Conservancy Land Trust, LLC property:

ALL OF PLATE, 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 COT 33, OF "THE RIDGE AT REDHAWK" 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 BAST, 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 A33.31 FEET TO THE POINT OF CURVE OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS NORTH 17°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: THENCENDRITHEASTERLY ALONG THE ARC OF SAID CURVE 122.14 FEET, THROUGH & 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 FEED, THROUGH A CENTRAL ANGLE OF 42°51'25" TO THE POINT OF REVERSE CURVEOF A 75.00 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS NORTH 51°12'24") WEST; THENCE NORTHEASTERDY 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.

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.a119 Stagecoach Estate Plat "D", according to the official records of the Summit County Recorder. "A County of Medical Confer of United Read of Confer of Who the delivery of the state o