

When recorded, mail to:

Wynne L. Creekmore, Esq.  
P.O. Box 217  
Midway, Utah 84049

00645892 BK01506 Pg01537-01540

ALAN SPRIGGS, SUMMIT CO RECORDER  
2003 JAN 24 16:11 PM FEE \$18.00 BY CJM  
REQUEST: SUMMIT ESCROW & TITLE INSURANCE

**TEMPORARY GRANT OF EASEMENT  
FOR AGRICULTURAL ACCESS**

**PIVOTAL PROMONTORY, L.L.C.**, an Arizona limited liability company, (GRANTOR), in consideration of the payment of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby conveys to **STANDLEY B. PACE and BEVERLY R. PACE** (GRANTEE) a temporary, non-exclusive agricultural access easement for the purpose of ingress and egress as necessary from time to time, along and through portions of the Grantor's property, located in the County of Summit, State of Utah, which are more specifically described as the "TEMPORARY AGRICULTURAL ACCESS EASEMENTS B and E" in EXHIBIT "A"

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE PART HEREOF

for the benefit of the Grantees appurtenant land, the following real estate, located in County of Summit, State of Utah, which is more specifically described in EXHIBIT "B" as the "BENEFITTED PARCEL"

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE PART HEREOF

The easement granted herein shall run with the land, provided, however, the easement granted herein shall terminate completely and immediately upon the signing of a development agreement for all or any portion of the BENEFITTED PARCEL between the Grantee (or any successor in interest of Grantee as owner of the BENEFITTED PARCEL) and any governmental entity having jurisdiction over the BENEFITTED PARCEL, or the conversion of the BENEFITTED PARCEL, or any portion thereof, to other than agricultural use, whichever shall first occur.

The easement granted herein is subject to the condition, and by entering onto the easement Grantee shall be deemed to agree, that the Grantee shall indemnify and hold harmless, the Grantor, its successors and assigns, against any and all liability or property damage caused by the acts of the Grantee, its contractors or agents during use of easement granted herein.

All rights not inconsistent with this easement are expressly reserved to the Grantor.

[Signatures on following page]

BK1506 PG1537

DATED this 31st day of December, 2002

GRANTOR:

**PIVOTAL PROMONTORY, L.L.C.,**  
An Arizona limited liability company

By: Rich Sonntag

Its: Managing Director

By: 

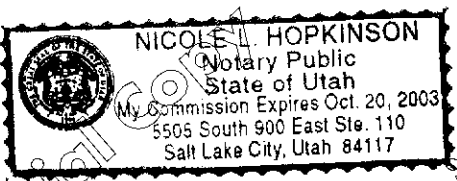
Name: Rich Sonntag

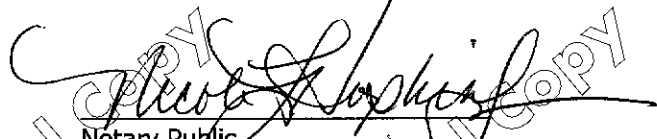
Its: Managing Director

State of Utah )

County of Salt Lake )

The foregoing was acknowledged before me this 31<sup>st</sup> day of December, 2002 by Rich Sonntag, Managing Director of Pivotal Promontory Development, LLC.



  
Notary Public  
Residing at: Park City, UT

My Commission Expires:

10/20/03

**EXHIBIT "A"**

**PROMONTORY  
TEMPORARY EASEMENT "B"  
December 26, 2002**

A 40.00 foot wide Temporary Easement for access lying 40.00 feet North of the property boundary common to Pivotal LLC and Standley B. & Beverly R. Pace and being more particularly described as follows:

Beginning at a point which is South 89°36'59" East 1391.92 feet and North 1333.62 feet from the Northwest Corner of Section 23, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 89°36'59" East 2672.06 feet between said Northwest Corner and the North Quarter Corner of said Section 23, both being found stones) and running thence South 89°42'03" East 1163.80 feet to the point of terminus.

Subject to and together with any and all easements, restrictions, conditions and/or instruments of record.

**PROMONTORY  
TEMPORARY EASEMENT "E"  
December 26, 2002**

A 40.00 foot wide Temporary Easement for access lying 40.00 feet South of the property boundary common to Pivotal LLC and Standley B. & Beverly R. Pace and being more particularly described as follows:

Beginning at a point on the Section line which is South 89°36'59" East 1388.25 feet from the Northwest Corner of Section 23, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 89°36'59" East 2672.06 feet between said Northwest Corner and the North Quarter Corner of said Section 23, both being found stones), and running thence along said Section line South 89°36'59" East 1031.03 feet to the point of terminus.

Subject to and together with any and all easements, restrictions, conditions and/or instruments of record

**BK1506 PG1539**

**EXHIBIT "B"**

**THE BENEFITTED PARCEL**

The following described property, situated in Summit County, Utah:

The S.E. ¼ of the S.W. ¼ of Sec. 14, T1 S., R4E. S.L.B.& M.

Tax Id. # 55-26.