

ALAN SPRIGGS, SUMMIT CO RECORDER  
 2006 MAY 10 10:25 AM FEE \$136.00 BY BW  
 REQUEST: SUMMIT ESCROW AND TITLE INSURA  
 Electronically Recorded by Simplifile

When recorded return to:  
 Pivotal Promontory Development, LLC  
 8758 North Promontory Ranch Road  
 Park City, Utah 84098

## GRANT OF EASEMENT

PIVOTAL PROMONTORY DEVELOPMENT, L.L.C., an Arizona limited liability company, Grantor, does hereby convey and warrant to THE PROMONTORY CONSERVANCY, a Utah non-profit corporation, and its successors and assigns, Grantee, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent non-exclusive easement and right-of-way across the portions of Grantor's lots along roadways and outside of the reserved road corridor for the purpose of finishing cut and fill slopes, including, but not limited to the construction and maintenance of uphill and downhill walls, required to complete the roads in the Northgate Canyon Subdivision, Promontory Ridge Phase 1 Subdivision, and Promontory Ridge Phase 2 Subdivision, over, across, through and under the Grantor's lots situated in Summit County, Utah, which are more specifically described as follows:

ALL LOTS WITHIN THE NORTHGATE CANYON SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE. Tax ID No. NS-2-A

ALL LOTS WITHIN PROMONTORY RIDGE PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE. Tax ID Nos. PROMR-1-1 through -8, -27, and -40 through -46

ALL LOTS WITHIN PROMONTORY RIDGE PHASE 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE. Tax ID Nos. PROMR-2-9 through -26 and -28 through -39

Also granting to Grantee and its contractors or agents a perpetual non-exclusive right of ingress and egress to and from and along said right-of-way and with the right to construct, operate, maintain, repair, replace, augment and/or remove the improvements as deemed necessary by Grantee; also the right to trim, clear or remove, at any time from said right-of-way any tree, brush, structure or obstruction of any character whatsoever, which in the sole judgment of Grantee may endanger the safety of or interfere with the operation of Grantee's improvements.

The non-exclusive easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless, the Grantors, their heirs and successors against any and all liability caused by the acts of the Grantee, its contractors or agents, during the construction, operation or maintenance of the improvements provided for in this easement, the Grantors' right to indemnification or to be held harmless by the Grantee under the terms of this paragraph are expressly conditioned upon prompt and immediate notice to the Grantee of any claim or demand which would cause a claim against the Grantee and upon the Grantee's right to defend any claim against the Grantor which would cause a claim of indemnification against the Grantor.

WITNESS the hand of said Grantor this 9th day of May, 2006.

PIVOTAL PROMONTORY DEVELOPMENT,  
L.L.C.,  
an Arizona limited liability company.

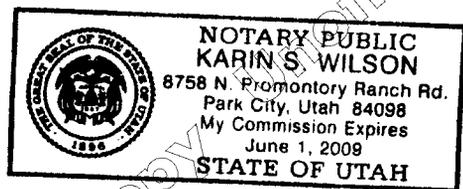
By: [Signature]  
Rich Sonntag, Managing Director

State of Utah )  
County of Summit :ss

The foregoing was acknowledged before me this 9th day of May, 2006 by Rich Sonntag, Managing Director of Pivotal Promontory Development, LLC.

[Signature]  
Notary Public  
Residing at:

My Commission Expires: 6/1/09



BK1789 PG1780