

WHEN RECORDED, RETURN TO:

Greg S. Erickson
1065 South 500 West, #101
Bountiful, UT 84011

GRANT OF EASEMENT

UNITED PARK CITY MINES COMPANY, a Delaware corporation, Grantor, does hereby convey and warrant to QUINN'S JUNCTION PARTNERSHIP, a Utah partnership, Grantee, (Grantor and Grantee may also collectively be referred to in this Grant of Easement as the "Parties") for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, subject to the terms of this Granted Easement, a permanent non-exclusive easement and right-of-way for the purpose of constructing and maintaining a sanitary sewer line over, across, through and under the premises of the Grantor situated in Summit County, Utah which easement area is shown on the site plan attached as Exhibit "A" and more specifically described as follows:

SANITARY SEWER EASEMENT AREA

An area of land located in the east half of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

80
80
-
5
5

Beginning at a point that is South 00°31'05" West 1723.83 feet along the quarter section line from the north quarter corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 25°20'00" East 47.65 feet; thence South 00°31'05" West 1005.54; thence South 34°31'10" West 35.76 feet to the north-south quarter section line of said Section 2; thence along the north-south quarter section line North 00°31'05" East 991.93 feet to the point of beginning.

Also granting to the Grantee a non-exclusive perpetual right of ingress and egress to and from and within the corridor of the easement area and said right-of-way, and the right to operate, maintain, repair, replace, augment and/or remove the pipelines deemed necessary by Grantee for the collection and transportation of wastewater.

The alignment and boundaries of the above-described easement area may be modified in the future upon the mutual written agreement of the Parties, each acting reasonably.

The easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless, the Grantor, its 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 sewer pipeline provided for in this easement; the Grantor's right to indemnification or 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. Grantee shall assume full responsibility for any and all costs associated with construction, maintenance, repairs and/or replacements of the sewer line which is the subject of this Grant of Easement.


Grantor reserves the right to use, and to grant non-exclusive easements, rights-of-way and other use rights to other persons or entities ("Other Users") to use the Grantor Parcel or any portions thereof, provided that such use by Grantor or Other Users does not unreasonably interfere with, or adversely impact, Grantee's use of Grantor's Parcel for the purposes set forth in this Grant of Easement.

Nothing contained in this Grant of Easement shall be deemed to be a gift or dedication of any portion of the Grantor Parcel to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Grant of Easement be strictly limited to and for the purposes expressed herein.

At the time any sanitary sewer improvements are commenced, Grantee shall maintain continuously in effect commercial general liability and business auto liability insurance with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence. Such insurance shall name Grantor an additional insured and shall be rated by Best's Insurance Guide of not less than A/IX. The insurance shall be endorsed to required a minimum of thirty (30) days' notice from the carrier(s) to Grantor prior to any cancellation, material change or non-renewal thereof. A current Certificate of Insurance (and of the carrier's requirement to provide any such notice of cancellation) shall be provided to Grantor.


WITNESS the hand of said Grantor this 16th day September of 2008.

UNITED PARK CITY MINES COMPANY,
A DELAWARE CORPORATION

By: 
Its: Anthony Singh

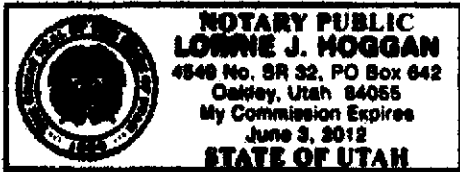
The foregoing is acknowledged and agreed by Grantee:

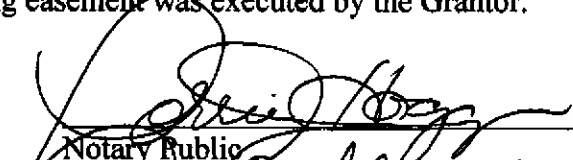
QUINN'S JUNCTION PARTNERSHIP,
a Utah Partnership

By: 
Its: General Partner

STATE OF UTAH)
 :
COUNTY OF SUMMIT)

On the 16th day of September, 2008, personally appeared before me
David J. Smith, the signer of the foregoing easement, who did
personally acknowledge to me that the foregoing easement was executed by the Grantor.





Notary Public
Residing at: Oakley, Utah

My Commission Expires:
6-3-12

EXHIBIT "A"

N 1/4 CORNER
SECTION 2
T2S, R4E, SLB&M

S 00°31'05" W 1723.83'

POB

20' WIDE SANITARY
SEWER EASEMENT

