

When recorded mail to:

Don B. Allen  
400 Deseret Building  
Salt Lake City, Utah 84111

4082731

WATER SERVICE AGREEMENT

BETWEEN

SOLITUDE SKI RESORT CO.

AND

GILES FLAT WATER USERS ASSOCIATION

Dated as of October 15, 1984

*Pennd Koroldgos*  
Pennd Koroldgos

REC'D OF  
DEP

4056  
RAY, QUINNEY, AND NEBEKER  
MAY 6 3 42 PM '85

KATHLEEN DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

( For the legal description of the property to  
which this Agreement pertains see Exhibit C  
attached at the end of this document).

BOOK 5652 PAGE 32

Executed Original No. 1  
of 5 Duplicate Originals.

## WATER SERVICE AGREEMENT

This Agreement is made as of this 15th day of October, 1984 by and between Solitude Ski Resort Co., a joint venture ("Solitude") and Giles Flat Water Users Association, a Utah non-profit corporation (the "Association").

### RECITALS

A. Solitude is a joint venture consisting of Bravo Ski Corporation, a Utah corporation, L & L Ski Corporation, a Utah corporation, and NP Ski Corporation, a Utah corporation. Solitude owns and operates a ski resort and related recreational facilities in Big Cottonwood Canyon, Salt Lake County, Utah, on real property which is in part owned by Solitude and in part leased from the U. S. Forest Service.

B. In connection with its business Solitude has acquired from Salt Lake City Corporation, Salt Lake County, Utah (the "City") rights to water from underground sources which are part of the City's community culinary supply watershed, and has constructed pumping, transmission, distribution and storage facilities for use by Solitude and its guests.

C. Members of the Association (sometimes the "Owners" herein) are owners of lots and/or homes in a subdivision known

BOOK 5652 PAGE

33

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as "Giles Flat Subdivision" adjacent to Solitude. The present Owners and lots owned by them are designated on Exhibit A attached hereto and incorporated herein. The Owners have perfected rights to use culinary water recognized by the City. The Owners' water distribution system was rendered substantially unusable by a flood during the summer of 1982. Water service for the benefit of the Owners has been provided under the permission from Solitude by a temporary hookup to Solitude's system since that time.

D. The Association has been formed for the collective benefit of the Owners as its members. The Association desires by this Agreement to contract for certain water services from the facilities now owned and/or subsequently to be constructed by or for Solitude, and have requested such rights and privileges as are granted by this Agreement in exchange and in consideration of certain monies and other considerations described herein.

#### AGREEMENTS

Now therefore, in consideration of the mutual representations, releases, covenants and agreements contained herein, the parties agree as follows:

1. The Association. The Association has elected officers who are presently identified on Exhibit B attached hereto and incorporated herein. The officers who sign this Agreement represent that they are authorized by the Owners through the

Association to represent them in the covenants and undertakings contemplated by this Agreement. The other rights, powers, privileges, obligations and responsibilities of the officers, directors, or members of the Association are governed by the Articles of Incorporation of the Association, the Bylaws and applicable law, and nothing herein is intended to modify any of the obligations of such officers, directors, or members of the Association.

2. Water Sources and Connection.

(a) The water system of Solitude made the subject of this Agreement relates solely to the water rights which Solitude presently has and/or will subsequently have from the City, originating with water flowing from the Alta Tunnel near the Gulch Mining Claim adjacent to the Resort. Solitude has expended considerable funds for the purpose of acquiring said water rights and constructing its own transmission, storage and distribution facilities, all of which is to the economic benefit of the Owners by reason of the rights granted herein. Nothing in this Agreement is intended to provide any greater rights for the Owners than those expressly set forth herein.

(b) The Owners through the Association are entitled under the terms hereof to continue to utilize water from the Solitude water system delivered by means of the Association's new connecting pipe which will be common for all Owners from a single

point of connection to the Solitude system and which connection point is presently near but outside of the current Solitude ticket office. The place and nature of the Association's new connection shall be constructed subject to change in accordance with paragraphs 3(c), (d) and (e) hereof. The use of water shall be metered as described in Section 4 hereof

3. Value, Payment and Construction Obligations.

(a) The Association agrees to pay to Solitude on behalf of the Owners the sum of \$50,000 representing \$5,000 per hookup in the Association's distribution system for 10 lots of the Owners which have water permits of some nature from the City.

(b) The payment by the Association shall be made as follows: \$16,666.67 upon execution of this Agreement; \$16,666.67 on or before January 31, 1985; and \$16,666.67 on or before July 31, 1985. Collection of pro-rata contributions from the Owners is strictly the responsibility of the Association.

(c) The Owners, through the Association, have been and (except as provided in paragraph 3(e)) shall continue to be fully responsible for the payment of all past and future construction and maintenance costs covering the Association's distribution system through a single pipe and meter connected to the Solitude system, and running said pipe to the boundary line of the Owners' lots in Giles Flat Subdivision. From an underground connection box near that location the Owners utilize separate

BOOK 5652 PAGE

38

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distribution pipes to each of the facilities or lots of the Owners. The point of connection to the Solitude system shall be changed as provided in paragraph 3(d). The construction costs covered by this paragraph 3 have included and shall include for any future modifications all engineering, design, digging, plumbing or other installation, restoration of the land substantially to its natural condition after completion of construction, and all other expenses of equipment, facilities, contractors or subcontractors in connection therewith. Provided, however, that the contractors employed by the Association shall be expressly instructed by the Association in the relevant construction contracts to coordinate their efforts with the plans, specifications and other requirements of the engineers currently used by Solitude at Solitude's cost through the firm of Eckhoff, Watson & Preator or their successors. No billing for such costs will be made to the Association. In addition, the Association shall have such plans and construction work approved by the Salt Lake City Water Department or other regulatory bodies to the extent required by law.

(d) The present water pipe junction serving the Association and the Owners will be relocated as a result of this Agreement. The Association hereby agrees that, prior to September 1, 1985, it will cause to be constructed, all at the cost of the Association, a new connection pipe and related facilities away from the present ticket office location. This new

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connection will include, but not be limited to, an underground concrete box vault, appropriate valves at the connection point with the Solitude system, a pressure reducing valve, a water meter as required by the City and a back flow prevent ("fail-safe") valve.

(e) The Association has been informed by Solitude that at some future time the present ticket office building may be disposed of and replacement facilities constructed elsewhere on Solitude's resort property. The Association and Solitude hereby agree that if at any future time Solitude requests, for reasons of its own, another relocation of that connection point and related facilities, such can be effected by Solitude without any additional consent from the Association. Solitude agrees to give notice to the last known President of the Association at least thirty (30) days before work is commenced for relocation of such connection facilities. The costs of modifying the connection point and moving the facilities will be borne entirely by Solitude, with as little disruption as possible of water service to the Owners. However, if the Association at any time desires any modification or relocation of the connection pipe and facilities serving its distribution or metering system, for its own reasons, it must bear all costs and obligations thereof consistent with Paragraphs 3(c) and (f) hereof, with no disruption to Solitude's use of its own system.

(f) The parties hereby agree to indemnify the other and hold it harmless of and from any and all expenses, costs, claims, losses, damages and attorney's fees in connection with any of the same, which may be suffered or incurred by reason of its negligence and/or that of its agents, representatives or independent contractors. The parties further agree that they will not permit or allow any mechanics liens or other adverse claims to exist against property of the other.

4. Meter and Payment. The Association for the benefit of Owners has provided and will continue to provide a water meter installed at a convenient point near the connection junction and vault box, which meter is and will be of a nature approved by the City for purposes of permitting all of the water used by the Owners to be billed to them, or to the Association, directly by Salt Lake City Corporation. It is the declared intent hereof that all of the water used by the Owners shall be billed according to meter arrangements with the City, whether by minimum fee or otherwise, and Solitude shall not be responsible for any payment of water bills for the water metered through the meter of the Association for the Owners.

5. Rights and Obligations as to Subsequent Facilities.

(a) In the event the City or the Salt Lake County Health Department or any other regulatory body having lawful jurisdiction shall require filtering, chlorination or other



treatment of the water used by Solitude and/or by the Owners through their pipes and meter as above described, the Association and Solitude hereby agree to pay for costs of installing the equipment and facilities which may subsequently be so required, or to pay a pro-rata share of such costs as determined in the following manner:

(1) If the City requires the source of the water to be treated for all users on the entire system, the Association shall pay a pro-rata share of the full dollar amount required for annual operating costs, based on the ratio of the dollars paid by the Association for its metered water during the current calendar year, compared to the dollars paid to the City by Solitude for its metered water for the same period. The Association, additionally, shall pay a pro-rata share of the full dollar amount required for equipment installation, based on the ratio of the projected estimate of the dollars which will be paid by the Association to the City for its metered water during the immediately following three-year period, compared to the dollars similarly projected to be paid to the City by Solitude for the metered water for itself and any future developments using the water system in which it may participate.

(2) If the treatment thus required and effected is primarily at the request and for the benefit of Solitude, or as a result of conditions substantially created by Solitude, then Solitude shall pay all such installation and operating costs; or

(3) If the treatment thus required and effected is primarily at the request and for the benefit of the Owners, or as a result of conditions substantially created by the Owners or any of them, then the Association shall pay all such installation and operating costs.

(b) It is anticipated by Solitude that at some future time it may construct a larger water storage tank for its system. While this tank shall be primarily for the use of Solitude, its guests and for the benefit of future development initiated or participated in by Solitude, the storage availability may also benefit the Association and Owners, without additional cost to them.

6. Release of Liability. It is acknowledged that questions exist regarding which governmental or private parties, if any, are responsible and legally liable for the 1982 flood and the break of the old earthen dam near the Solitude resort and any damages caused by the flood. Without attempting to resolve any questions of liability, in consideration of this Agreement, the

BOOK 5652 PAGE

41

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Association on behalf of itself and each of the Owners hereby releases Solitude from any liability whatsoever associated with said flood and relating to damages or claims of any nature to the several properties of Owners and hereby expressly agrees to waive any and all claims against Solitude which the Association and each such Owner may have, or may believe it has, in any manner associated with damages arising from said 1982 flood.

7. Emergency/Discretionary Shut-off Rights. The Association agrees in connection with maintenance of the water connection for Owners' benefit pursuant to Sections 2 and 3 hereof, that it will have installed a back flow prevent ("fail-safe") valve by which the valve will be automatically closed and water distribution to Owners terminated in the event of freezing or other unusual conditions in the pipe constituting the connection from Solitude to the Owners. In addition to the protective effect of such valve, Solitude shall have the right to discontinue water service to the Association and Owners: (a) in times of critical emergency requiring such action including but not limited to any material threat to Solitude's system created by serious disrepair or other seriously defective condition in the connection facilities or pipes used by owners; or (b) in the event of nonpayment by the Association of the amounts set forth in Section 3(b) above within thirty (30) days after the Association's receipt of written notice from Solitude declaring that such

BOOK 5652 PAGE 42

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payment is in default. The timing of any turn-off for discontinuing service shall be solely within the discretion of Solitude, which it shall exercise in good faith. Turn-on of the water following such turn-off shall be accomplished as quickly as possible.

8. Repairs and Maintenance. The Association agrees to pay annually on or before June 1 of each year beginning 1985 a share of costs of repair and maintenance of the Solitude water system as it may now or hereafter exist, in the sum of \$110 per year (or \$10 per connection, whichever is higher) without any invoicing by Solitude. In addition, the Association shall have exclusive and full responsibility of maintaining and repairing the connection facilities and pipes from the point where the same shall be connected with the Solitude water system and including all other transmission and distribution pipes, valves and facilities to the various properties of Owners. Nothing herein is intended to provide any liability or responsibility on the part of Solitude to maintain or monitor the connections or the distribution and transmission facilities of the Owners, but Solitude is entitled to act in its discretion in accordance with knowledge coming to its attention pursuant to the rights granted hereby.

9. Term of Agreement and Protection of Owners The provisions of this Agreement shall be effective for a perpetual

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term, subject to the following conditions: (a) the continued acquisition by contract of water supply from the City for Solitude and its successors; (b) the continued fulfillment by Owners and the Association of the terms, conditions and covenants of this Agreement, as it may be amended from time to time; (c) such other terms and conditions as may be imposed by applicable governmental entities or otherwise made applicable hereto by law; and (d) the continued operation of the ski resort by Solitude or its successors (it being the intent hereof that if Solitude or its successors cannot contract for water or for other reasons cannot operate its ski resort, all express or implied covenants of Solitude under this Agreement shall be terminated), provided, however, that for the protection of the Association, Solitude agrees to cause this Agreement to be recorded at its cost, by which the parties evidence their intent that the Owners shall have their rights to use the water system and the water so long as the system is intact, irrespective of ownership or operation of the resort or the water system. In the event for any reason Solitude shall discontinue its use of the water system, or shall convey voluntarily (or involuntarily as a consequence of law or the order of any court having jurisdiction, whether or not in connection with insolvency or reorganization proceedings) any or all of its assets including its right, title and interest in its then existing water system, it is intended hereby that the Owners shall

BOOK 5652 PAGE 4A

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continue to have a perpetual right and license to use the water system and obtain water therefrom to the extent necessary for their purposes. Such right and license shall be subject to the conditions:

(i) that any property affected hereby covered by Solitude's Special Use Permit with the U.S. Forest Service, and use thereof, shall not impair or diminish any rights or obligations thereunder or permit the implementation of this Agreement to create a default thereunder;

(ii) that Solitude's successors by conveyance, contract, or as a matter of law shall have all rights, titles and interests as thus transferred, and full use of the system and the water without being prejudiced or impaired by the Owner's continued use;

(iii) that the Owners continue to have and maintain all lawful authorities from the City with respect to purchase of water;

(iv) that the Owners pay, without looking to Solitude for any purposes or claims, their fair share of the water system maintenance and repair costs (which may represent all of such costs to be borne by the Owners if no other parties, during any period of time, shall be using the system) strictly in accordance with this Agreement as it may be binding on Solitude's successors, if any, or as the Association may modify any terms hereof by negotiated agreement with any such successors; and

(v) that the Owners shall cause the system to be operated, with unused parts of it shut off if necessary for the protection thereof, in full compliance with requirements of the City or other applicable regulatory authorities, for purposes of safety, conservation, water purity or other controls, property preservation and similar public benefit considerations, and whether the Owners are required to look after such matters themselves or in cooperation and by agreement with any other party or parties who may be successors in interest to Solitude. For purposes of preserving, documenting and giving record notice of all such rights and obligations this document shall be recorded against the real property described in Exhibit C attached hereto and incorporated herein.

10. Additional Hookups. The parties acknowledge that several lot owners in Giles Flat Subdivision who are or may become members of the Association are not entitled to obtain water at the date of this Agreement. Solitude agrees that at any time in the future, such lot owners or their successors having sufficient water permits shall be permitted to be hooked up to the Association's distribution system and benefitted by this Agreement upon payment of Solitude's connection fee. Any such hookups occurring before July 1, 1986 shall be allowed upon payment of \$5,000 per connection payable in full prior to the hookup. Thereafter Solitude shall negotiate in good faith with the lot owners for an appropriately valued connection fee not less than

BOOK 5652 PAGE 46

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\$5,000 per hookup. Provided, however: (a) the Association agrees not to allow any additional participants to be connected to its system without payment of fees to Solitude or other appropriate arrangements made directly with Solitude; and (b) Solitude shall not be obligated to permit such additional hookups if to do so would dilute or impair in any manner Solitude's water shares or agreements for water supply from the City.

11. Easements. The parties have previously discussed other mutual surface or sub-surface easements. This Agreement does not intend to deal with such easement matters, all of which are left for separate negotiation between affected parties

12. Access Rights for Owners; Parking and Snowplowing.

(a) Heretofore Owners have had access during the summer season (and limited access across uncleared trails during the winter season) from the principal access road of Solitude owned, maintained and provided for Solitude and its guests. Solitude agrees hereby to continue to provide reasonable access for ingress and egress to and from the properties of the Owners who need such access across principal entry roads and parking lots maintained and operated by Solitude for its guests, under rules reasonably established by Solitude. The acceptance of this provision by Owners shall in no way diminish or waive any rights which they now have or claim, which rights and claims they expressly reserve.

FORM 5652-2011 47

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(b) Owners agree that during all seasons of the year any and all vehicles of every nature used by Owners, their families and their guests, will be parked on the respective lots of each such Owner and will not be parked on any lot owned or controlled by Solitude, except to the extent: (i) that such automobiles are and may be parked on established Solitude parking lots while occupants are actually utilizing the ski lifts as patrons thereof, or during any seasonal periods when ski lifts are not operating and when road access to the Owners' lots is not reasonable by reason of mud, snow or other adverse conditions; and (ii) that Solitude grants to Owners for a reasonable fee overnight parking privileges during the ski lift operating season with appropriate rules of Solitude to permit snow removal, maintenance and lawful control for public safety purposes. It is agreed that at no time will the annual parking fee imposed by Solitude under this clause exceed three (3) times the price of a weekend daily adult skier lift pass during the same season commencing each October. The acceptance of this provision by Owners shall in no way diminish or waive any rights which they now have or claim, which rights and claims they expressly reserve.

13. Binding Agreement. It is expressly agreed that this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all of the parties hereto, whether by contract, devise or as a matter of law.

BOOK 5652 PAGE 48

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14. General.

(a) Agreement to Pay Attorneys' Fees and Expenses.

Each party shall bear its own attorneys' fees incurred in connection with negotiation, preparing and executing this Agreement. In the event that any party should thereafter default under any of the provisions of this Agreement and the aggrieved party should employ attorneys or incur other expenses for the collection of payments or the enforcement of performance or observance of any obligation contained herein, each party hereto agrees that if it is the defaulting party, it will on demand therefor reimburse the reasonable fees of such attorneys and such other expenses so incurred by the aggrieved party, whether or not legal action is commenced.

(b) No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(c) Severability. If any clause, provision or section of this Agreement be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been

BOOK 5652 PAGE 49

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contained herein. In case any agreement or obligation contained herein is held to be in violation of the law then such agreement or obligation shall not be deemed to be the agreement or obligation of the Association, Owners, or Solitude, as the case may be, to the full extent permitted by law.

(d) Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated without the concurring written consent of the Association and Solitude or its successor in interest.

(e) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or sections of this Agreement.

(f) Governing Law. This Agreement and the interpretation and enforcement thereof shall be governed by the laws of the State of Utah.

15. Notices. In the event any notices, demands or responses are given as contemplated by or in connection with this Agreement, the same shall be in writing personally delivered to the party addressed or delivered by U.S. Mail postage prepaid certified with return receipt requested, at the respective addresses shown opposite the signatures below. Any change of address, or of addressee for a successor, shall be made in writing at any time delivered or mailed first class to the other parties hereto.

16. No Waiver of Rights. Neither Solitude nor the Association or any of its members shall be deemed to have waived any right or privilege not expressly waived by the terms of this Agreement.

IN WITNESS WHEREOF we have hereunto set our hands effective as of the date first above stated.

SOLITUDE SKI RESORT CO., a joint venture

By:

Bravo Ski Corporation  
joint venturer

Address:

Solitude Ski Resort Co.  
P. O. Box 17557  
Salt Lake City, Utah 84117

By Richard Fontana  
President

and a copy of any writing to:

Don B. Alien  
Ray, Quinney & Nebeker  
P. O. Box 3850  
Salt Lake City, Utah 84110-3850

L & L Ski Corporation  
joint venturer

By Stanley R. Lunde  
President

and

NP Ski Corporation  
joint venturer

By Gary J. McQuinn  
President

BOOK 5652 PAGE 51

16. No Waiver of Rights. Neither Solitude nor the Association or any of its members shall be deemed to have waived any right or privilege not expressly waived by the terms of this Agreement.

IN WITNESS WHEREOF we have hereunto set our hands effective as of the date first above stated.

SOLITUDE SKI RESORT CO., a joint venture

By:

Bravo Ski Corporation  
joint venturer

Address:

Solitude Ski Resort Co.  
P. O. Box 17557  
Salt Lake City, Utah 84117

By \_\_\_\_\_  
President

and a copy of any writing to:

Don B. Allen  
Ray, Quinney & Nebeker  
P. O. Box 3850  
Salt Lake City, Utah 84110-3850

L & L Ski Corporation  
joint venturer

By *Henry A. Louche*  
President

and

NP Ski Corporation  
joint venturer

By *Gary Allen*  
President

BOOK 5652 PAGE 52

GILES FLAT WATER USERS ASSOCIATION

Address:

c/o Keith E. Taylor, President  
P.O. Box 11898  
Salt Lake City, Utah 84147

By *Keith E Taylor*  
President

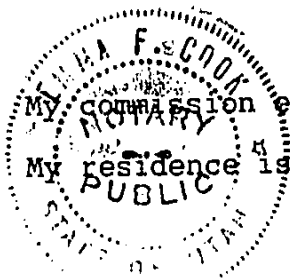
and a copy of any writing to:

Jack M. Stevens, Secretary  
2129 Scenic Drive  
Salt Lake City, Utah 84108

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 21 day of December, A.D., 1984 personally appeared before me Richard A. Houlihan, who being by me duly sworn, did say that he, the said Richard A. Houlihan, is the president of Bravo Ski Corporation, a joint venturer of Solitude Ski Resort Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its board of directors, and said Richard A. Houlihan acknowledged to me that said corporation executed the same.

*Emma F. Cook*  
Notary Public

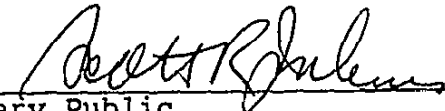


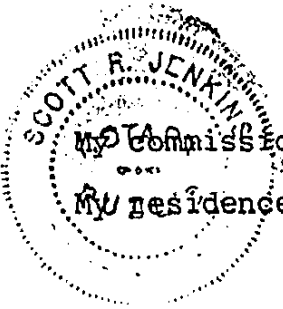
My commission expires: Jan. 15, 1985  
My residence is: Centerville, Utah

BOOK 5652 PAGE 53

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 11<sup>th</sup> day of October, A.D., 1984 personally appeared before me Harry A. Louchheim, who being by me duly sworn, did say that he, the said Harry A. Louchheim, is the president of L & L Ski Corporation, a joint venturer of Solitude Ski Resort Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its board of directors, and said Harry A. Louchheim acknowledged to me that said corporation executed the same.

  
\_\_\_\_\_  
Notary Public



My commission expires: 8-7-88  
My residence is: Salt Lake City, Utah

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 11<sup>th</sup> day of October, A.D., 1984 personally appeared before me Gary L. DeSeelhorst, who being by me duly sworn, did say that he, the said Gary L. DeSeelhorst, is the president of NP Ski Corporation, a joint venturer of Solitude Ski Resort Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its bylaws or

a resolution of its board of directors, and said Gary L. DeSeelhorst acknowledged to me that said corporation executed the same.

Scott R. Jenkins  
Notary Public



My commission expires: 8-7-88  
My residence is: Salt Lake City Utah

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

On the \_\_\_\_ day of October, 1984, personally appeared before me Keith L. Taylor, who being by me duly sworn, did say that he is the president of Giles Flat Water Users Association, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Keith L. Taylor acknowledged to me that said corporation executed the same.

My Commission Expires: \_\_\_\_\_  
Notary Public  
Residing in Salt Lake County, Utah

FORM 5652 PAGE 55



a resolution of its board of directors, and said Gary L. DeSeelhorst acknowledged to me that said corporation executed the same.

Robert R. Jenkins  
Notary Public

My commission expires: 8-7-88

My residence is: Salt Lake City, Utah

STATE OF UTAH )  
                                  ) : ss.  
COUNTY OF SALT LAKE )

On the 23 day of January 1988, personally appeared before me Keith E. Taylor, who being by me duly sworn, did say that he is the president of Giles Flat Water Users Association, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Keith L. Taylor acknowledged to me that said corporation executed the same.

Alyson Spencer  
Notary Public  
Residing in Salt Lake County, Utah

My Commission Expires:  
8-7-88  
PUBLIC

BOOK 5652 PAGE 56

EXHIBIT A  
To Water Service Agreement

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1. Richard Knudson Lot 1

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2. Jack Stevens Lot 4

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3. George Boutsis Lot 5

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4. Harris Bradshaw Lot 7

\_\_\_\_\_  
\_\_\_\_\_

5. Warren Mulcock Lot 8

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6. Bruce Plott or Albion Mulcock Lot 9

\_\_\_\_\_  
\_\_\_\_\_

7. Adrian Wright

Lot 10

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8. Carnes Elder

Lot 11

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9. Keith E. Taylor

Lot 12

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10. Richard Daynes

Lot 13

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Potential Additional Owners for future hookups:

11. Larry Richardson

Lot 3

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12. Radia Daynes

Lot 2

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13. Gary Naisbitt

Lot 6

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EXHIBIT "B"

Officers of the Giles Flat Water Users Association  
authorized to act and execute contracts at the time of signing of  
this Agreement.

Keith E. Taylor, President

Legal description of owned property affecting the Solitude water system, pertaining to which property the foregoing Agreement is recorded on the records of Salt Lake County.

The surface rights only to the following mining claims located in Big Cottonwood Mining District, Salt Lake County, State of Utah:

BEGINNING at a point which is 179.05 feet South  $23^{\circ}22'$  West and 500 feet South  $48^{\circ}17'$  East from the Southwest corner of the Southeast quarter of the Southeast quarter of Section 22, Township 2 South, Range 3 East, Salt Lake Base and Meridian, and running thence South  $48^{\circ}17'$  East 900 feet; thence South  $29^{\circ}08'$  West 614.7 feet; thence North  $48^{\circ}17'$  West 900 feet; thence North  $29^{\circ}08'$  East 614.7 feet to the point of BEGINNING.

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In addition, the Solitude water system affects some of the property used by Solitude Ski Resort Company in Sections 22 and 27, Township 2 South, Range 3 East, Salt Lake Meridian, which property is owned by the U.S. Forest Service, as described in that certain Special Use Permit between Solitude Ski Resort Company, Permit T, and the U.S. Forest Service, signed by G.F. Horton, acting forest supervisor, under date of October 15, 1976, and all amendments and supplements to said special use permit.

EXHIBIT "C"

Page 1

BOOK 5652 PAGE 610

In addition, the foregoing agreement is affected by that certain water supply agreement between Salt Lake City Corporation, a municipal corporation of the State of Utah, and Bravo Ski Corporation, a Utah Corporation (one of the joint venturer members of Solitude Ski Resort Company) dated March 23, 1976 and amended as of September 3, 1982, and supplemented by a letter dated September 20, 1982 from Solitude Ski Resort, Richard Houlihan, President, addressed to LeRoy Hooten, Director, Salt Lake City Department of Public Utilities.

BOOK 5652 PAGE 61