

When recorded mail to:
Max D. Henrie, President
Skyline Mountain Resort
RR1 Box 247
Fairview, Utah 84629

E 118820 B 0496 P 2392
REED D HATCH SANPETE COUNTY RECORDER
2004 SEP 30 11:21am Fee 34.00 NSP
FOR FIRST AMERICAN TITLE COMPANY

15-14-SE 20-14-SE
16-14-SE 21-14-SE
18-14-SE

EASEMENT
(Limited in Duration and Use)

SPORTS HAVEN INTERNATIONAL, a non-profit corporation organized and existing under the laws of the State of Utah, d/b/a SKYLINE MOUNTAIN RESORT, GRANTOR, whose address is RR1 Box 247, Fairview, Utah 84629, for the consideration set forth below, hereby conveys and grants to TERJE ABRAHAMSEN and JULIE ABRAHAMSEN, husband and wife, as joint tenants, GRANTEES, whose address is 572 W. 2200 N., Lehi, Utah 84043, an easement for ingress and egress over and across the following described established dirt road (hereinafter the "Roadway") which traverses the following described part of Grantor's land situated in Sanpete County, State of Utah:

Commencing at the "upper gate" of Skyline Mountain Resort and running in an Easterly direction from said "upper gate" along Birch Creek Drive to the point where Birch Creek Drive becomes Upper Birch Creek Drive; thence from said point and running along Upper Birch Creek Drive to the point where Upper Birch Creek Drive intersects with Elk Meadows Drive; thence from said intersection and running along Elk Meadows Drive to the common boundary of Grantor's land and Grantees' Land. The Roadway traverses parts of Grantor's following described land situated in Sections 15, 16, 18, 20, and 21 in Township 14 South, Range 5 East, SLB&M:

In Section 15:

Beginning at the West Quarter Corner of Section 15, Township 14 South, Range 5 East, Salt Lake Base and Meridian, thence North 15 chains, thence East 5 chains, thence North 5 chains, thence East 5 chains, thence North 10 chains, thence East 5 chains, thence South 5 chains, thence East 5 chains, thence South 15 chains, thence West 5 chains, thence South 5 chains,

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thence East 10 chains, thence South 30 chains, thence West 10 chains,
thence North 5 chains, thence West 10 chains, thence North 5 chains,
thence West 5 chains, thence North 15 chains to the point of beginning.
(Tax Parcel # 22453X6)

In Section 16:

Beginning at the South Quarter Corner of Section 16, Township 14 South,
Range 5 East, Salt Lake Base and Meridian; thence West 15 chains, thence
North 15 chains, thence East 15 chains, thence North 5 chains, thence East
10 chains, thence North 5 chains, thence East 5 chains, thence North 5 chains,
thence East 5 chains, thence North 15 chains, thence East 5 chains, thence
North 5 chains, thence East 10 chains, thence North 5 chains, thence East 5
chains, thence South 30 chains, thence West 5 chains, thence North 5 chains,
thence West 5 chains, thence South 5 chains, thence West 5 chains, thence
South 5 chains, thence West 5 chains, thence South 5 chains, thence West 10
chains, thence South 5 chains, thence West 5 chains, thence South 5 chains,
thence West 5 chains, thence South 5 chains to the point of beginning.
(Tax Parcel # 22455X19)

In Section 18:

Beginning at a point 17.75 chains South of the Northeast Corner of
Section 18, Township 14 South, Range 5 East, Salt Lake Base and
Meridian; thence South 30° West 2.25 chains, thence South 43° West
2.63 chains, thence South 1° West 2.00 chains, thence South 51°30'
West 1.84 chains, thence South 12°30' West 1.60 chains, thence South
51°30' West 1.60 chains, thence South 58°30' West 1.45 chains, thence
South 42° West 1.75 chains, thence South 71° West 2.05 chains, thence
North 85°30' West 1.55 chains, thence South 57° West 1.27 chains,
thence North 87° West 2.35 chains, thence North 80° West 2.12 chains,
thence North 61°20' West 2.24 chains, thence North 73° West 1.60
chains, thence North 31°30' West 1.50 chains, thence North 42° West
2.00 chains, thence North 29°30' West 2.10 chains, thence North 36°
West 2.25 chains, thence North 50° West 1.45 chains, thence North 75°30'
West 1.38 chains, thence North 34° West 1.42 chains, thence North 43°30'

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West 2.00 chains, thence North 61° West 1.70 chains, thence North 26° West 3.16 chains, thence North $58^{\circ}30'$ West 2.05 chains, thence North $44^{\circ}30'$ West 4.00 chains, thence South 87° West 2.00 chains, thence South 0.91 of a chain, thence South 88° West 7.30 chains, thence South $87^{\circ}45'$ West 12.87 chains, thence South 6.75 chains, thence West 20.00 chains, more or less, to the Northwest Corner of Lot 2, Section 18, thence South 40.00 chains, more or less, to the Southwest Corner of Lot 3, Section 18, thence East to the Southeast Corner of said Lot 3, thence East 40.00 chains, thence South 10 chains, thence East 8 chains, thence South 5 chains, thence East 12 chains to the East line of Section 18, thence North 57.25 chains to the point of beginning. (Tax Parcel # 22458)

Excepting therefrom the following two parcels:

Beginning South $65^{\circ}20'07''$ East 1710.34 feet from the West Quarter Corner of Section 18, Township 14 South, Range 5 East, Salt Lake Base and Meridian; thence South $0^{\circ}23'59''$ East 355.26 feet, thence South $88^{\circ}39'42''$ East 261.42 feet, thence North $27^{\circ}35'47''$ East 58.03 feet, thence North $26^{\circ}55'38''$ West 394.07 feet, thence South $69^{\circ}45'09''$ West 119.65 feet to the point of beginning.

Beginning 17.94 chains East and .25 chains North from the Southwest Corner of Lot 3, Section 18, Township 14 South, Range 5 East, Salt Lake Base and Meridian; thence North 8.75 chains, thence East 5.72 chains, thence South 8.75 chains, thence West 5.72 chains to the point of beginning.

In Section 20:

Beginning 10 chains South of the Northwest Corner of Section 20, Township 14 South, Range 5 East, Salt Lake Base and Meridian; thence East 80 chains to the East line of Section 20, thence South 10 chains, thence West 32.41 chains, thence North 70° West 6.52 chains, thence North 51° West 1.80 chains, thence North $60^{\circ}30'$ West 2.78 chains, thence South $80^{\circ}30'$ West 2.30 chains, thence South 23° West 1.00 chains, thence North 55° West 1.83 chains, thence North 88° West 3.89 chains, thence North $86^{\circ}30'$ West 2.90 chains, thence South $87^{\circ}30'$ West 4.13 chains, thence South $60^{\circ}30'$ West 1.00 chains, thence

South 86° West 1.71 chains, thence South 4 chains, thence West 20 chains, thence North 10 chains to the point of beginning. (Tax Parcel # 22483X)

In Section 21:

Beginning 10 chains South of the Northwest corner of Section 21, Township 14 South, Range 5 East, Salt Lake Base and Meridian; thence East 10 chains, thence North 5 chains, thence East 10 chains, thence North 5 chains, thence thence East 15 chains, thence South 5 chains, thence West 5 chains, thence South 5 chains, thence West 5 chains, thence South 5 chains, thence West 5 chains, thence South 5 chains, thence West 20 chains, thence North 10 chains to the point of beginning. (Tax Parcel # 22483X2)

The Roadway is depicted on the map attached hereto as Exhibit 1 and by reference made a part hereof.

This Easement, for the period of its duration set out below, is for the benefit of Grantees to use, subject to the limitations and conditions set forth below, for purposes of motor vehicle ingress and egress to and from Grantees' following described land (herein "Grantees' Land") situated in Sanpete County, State of Utah:

The following parcels in Section 15, T14S, R5E, SLB&M:

Northeast quarter of the Southeast quarter of the Southwest quarter of the Northwest quarter; Northwest quarter of the Southwest quarter of the Southeast quarter of the Northwest quarter; East half of the Southwest quarter of the Southeast quarter of the Northwest quarter; Southeast quarter of the Southeast quarter of the Northwest quarter; East half of the West half of the Northeast quarter of the Southwest quarter; East half of the Northeast quarter of the Southwest quarter; East half of the Southeast quarter of the Southwest quarter; East half of the Northwest quarter of the Southeast quarter of the Southwest quarter; East half of the Southwest quarter of the Southeast quarter of the Southwest quarter; East half. (Tax Parcel # 22453X21)

This Easement shall automatically terminate, without further notice or recording, (1)

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on the twentieth anniversary of the date Grantor and Grantees sign this Easement or (2) when Grantees' Land or any part thereof becomes a subdivision within the meaning of Utah Code Annotated §§17-27-103(1)(w) applicable to subdivisions in counties or 10-9-103(1)(s) applicable to subdivisions in municipalities, whichever is then applicable, or the corresponding section of any future Utah statute then in force, whichever of the two events occurs first, except: this Easement shall continue past said twentieth anniversary if and for so long as all three following conditions are met that Grantees or either of them are alive, Grantees or either of them own the entire fee title to all of Grantees' Land, and Grantees' Land or any part of it is not a subdivision within the meaning of said applicable statute.

Also, in the event Grantees, or any other person using the Roadway for ingress to or egress from Grantees' Land, fail to comply with any of the limitations and conditions enumerated as 1 through 6, inclusive, below, and Grantees do not cure to Grantor's satisfaction such non-compliance within fifteen (15) days after the date Grantor furnishes written notice to Grantees or either of them to do so, this Easement shall automatically terminate.

Further, notwithstanding such automatic termination of this Easement, Grantor shall, at any time after such automatic termination, have the right, but not the obligation, to unilaterally record at the office of the Sanpete County Recorder a Notice of Termination of this Easement.

Neither Grantees nor any of Grantees' successors in title to Grantees' Land, or any part of it, shall use the time period (the duration) of this Easement toward, or for any claim to, any prescriptive easement over and across the Roadway.

This Easement is subject to the following limitations and conditions in addition to the time limitation set forth above:

1. Access to the Roadway shall be through the "upper gate" only, as described above and as depicted on the map attached hereto as Exhibit 1.

2. Grantor will allow Grantees a maximum of two "gate cards" to the "upper gate" for the same fees Grantor establishes from time to time and charges to persons and entities who are not members of Grantor but who have authorization from Grantor to use one or more of Grantor's roads. Grantees shall timely pay said "gate card" fees to Grantor at the time of issuance of the card(s) or replacement card(s) as the case may be. The current fees for "gate cards" are \$40 for the first card, \$100 for the second card, and \$7.50 for a replacement card in the event of a lost card.

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3. Grantees shall also pay to Grantor a Roadway usage fee, payable annually on each anniversary date of the signing of this Easement. Concurrently with signing this Easement, Grantees shall pay to Grantor the sum of \$150 as and for the first annual Roadway user fee, receipt of which payment Grantor acknowledges. Grantor shall have the right to reasonably increase the Roadway user fee from time to time.

4. Ingress to and egress from Grantees' Land over and across the Roadway is limited to (1) use by Grantees, their children, and their other family members and guests as invited from time to time, using (2) automobiles, pickup trucks (one ton or less), other small motor vehicles, and a Snow Cat for winter access, driven over the Roadway only by those persons identified in paragraph 4(1) above. Notwithstanding the limitations set forth above in this paragraph 4, upon written permission first had and obtained from one of Grantor's then current officers (which written permission Grantor shall not unreasonably withhold) Grantees may use the Roadway to deliver or cause to be delivered building materials to Grantees' Land in order to enable Grantees, for a *specified* period of time as Grantor shall set forth in said written permission, to construct a home, a cabin, and/or some non-dwelling out buildings on Grantees' Land.

5. Grantees and any other persons using the Roadway for ingress to and egress from Grantees' Land shall comply at all times, while on any of Grantor's lands, with all of Grantor's rules and regulations then in force; and it shall be Grantees' responsibility to instruct such persons about said rules and regulations.

6. Grantor shall not be liable for any personal injury, death, and/or property damage occurring at any time on the Roadway or on any other part of Grantor's lands, sustained by Grantees or either of them, any of their children, any of their family members or guests, any persons delivering building materials to Grantees' Land, or any other person using the Roadway for ingress to or egress from Grantees' Land. Further, Grantees shall indemnify Grantor, its officers, directors, shareholders, and agents, and hold Grantor, its officers, directors, shareholders, and agents harmless, from any and all liability, claims, actions, damages, and costs and attorney fees, for any such personal injury, death, and/or property damage.

Grantor shall not have any duty to maintain the Roadway for the benefit or safety of Grantees or any other person using the Roadway for ingress to or egress from Grantees' Land.

All written notices contemplated by this Easement shall be deemed duly given if mailed by Certified Mail, return receipt requested, to the respective party at its or their address set forth at the beginning of the Easement or at such new address provided from time to time by either party to the other party by written notice. Hand-delivery of the notice is also sufficient, in lieu of such mailing.

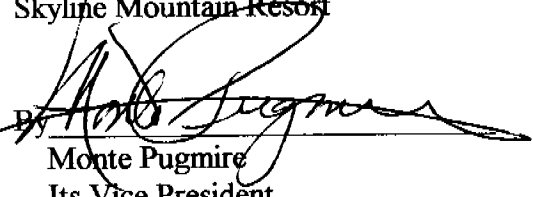
In the event either Grantor or Grantees retain an attorney to pursue the other party's breach or non-compliance of this Easement, the breaching or non-complying party shall pay to the prevailing party any and all costs and expenses, including a reasonable attorney's fee, which may be incurred by the prevailing party arising out of the breach or non-compliance of the other party, whether or not suit is filed.

This Easement and all limitations and conditions herein shall be binding upon and shall inure to the benefit of Grantor and Grantees and their respective successors and assigns.

DATED and signed this 28th day of September, 2004.

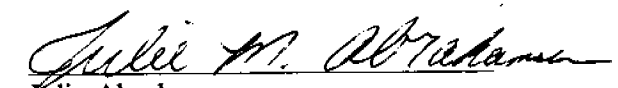
GRANTOR:

Sports Haven International d/b/a
Skyline Mountain Resort


Monte Pugmire
Its Vice President

GRANTEES:


Terje Abrahamsen


Julie Abrahamsen
M.

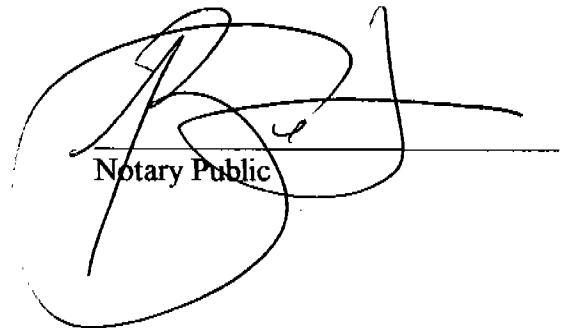
STATE OF UTAH)

COUNTY OF UTAH) :ss

On the 28th day of September, 2004, personally appeared before me Monte Pugmire, who being by me duly sworn, did say that he is the Vice President of Sports Haven International, a corporation, d/b/a Skyline Mountain Resort, and that he is authorized to, and did in fact, sign the foregoing Easement on behalf of said corporation for the purposes of, and subject to the limitations, stated in said Easement.



Notary Public
BENJAMIN M. LIGHTNER
224 So 200 W Ste 100
Salt Lake City, Utah 84101
My Commission Expires March 10, 2011


Notary Public

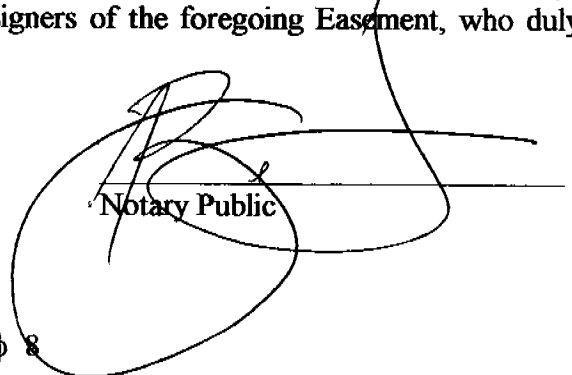
STATE OF UTAH)

COUNTY OF UTAH) :ss

On the 28th day of September, 2004, personally appeared before me Terje Abrahamsen and Julie Abrahamsen, two of the signers of the foregoing Easement, who duly acknowledged to me that they executed the same.



Notary Public
BENJAMIN M. LIGHTNER
224 So 200 W Ste 100
Salt Lake City, Utah 84101
My Commission Expires March 10, 2011


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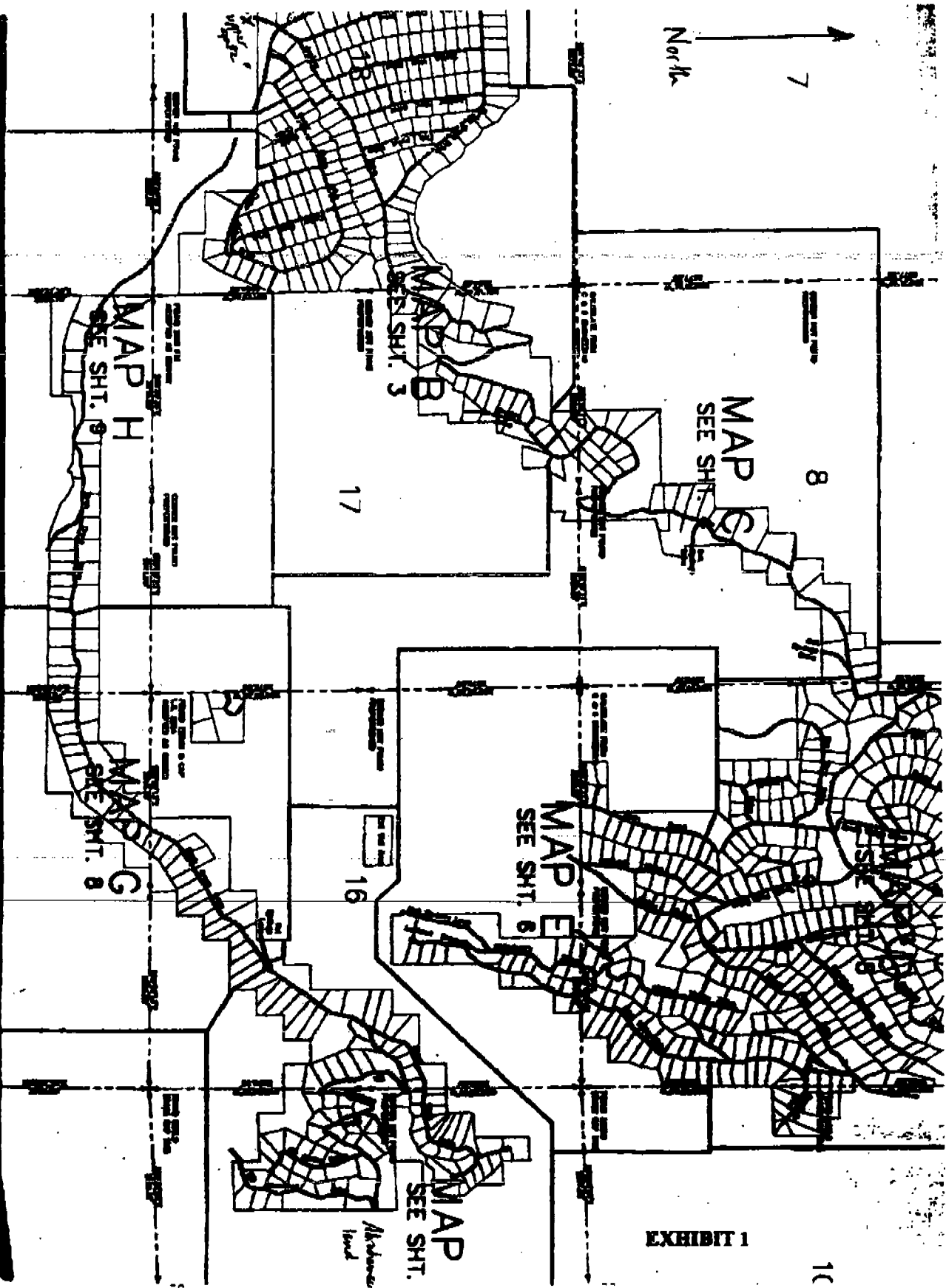


EXHIBIT 1

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