

When Recorded Return To:

Parsons Behle & Latimer
201 South Main Street, Suite 1800
Post Office Box 45898
Salt Lake City, Utah 84145-0898
Attention: Craig B. Terry

Ent 251407 Bk 0591 Pg 0587-0593
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2002 DEC 4 3:21pm Fee 30.00 MWC
FOR SOVEREEN KENT E

Space above for County Recorder's Use

SKI EASEMENT AGREEMENT

This Ski Easement Agreement (this "**Easement Agreement**") is made as of November 12, 2002, by **KENT SOVEREEN**, an individual ("**Sovereign**"), in favor of **UNITED PARK CITY MINES COMPANY**, a Delaware corporation ("**UPCMC**").

A. UPCMC owns that certain real property located in the Bonanza Flats area of Wasatch County, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein by reference, and commonly known as the Bonanza Mountain Resort (the "**Resort Property**").

B. Sovereign owns that certain real property located in the Bonanza Flats area of Wasatch County, State of Utah, adjacent to the Resort Property, more particularly described as Brighton Estates Plat 2, Lots 213, 214, 215 and 216 (the "**Sovereign Property**").

C. UPCMC and Sovereign have entered into that certain Agreement dated as of July 19, 2002, pursuant to which Sovereign has agreed to grant to UPCMC that certain easement over, along, and across the Sovereign Property as more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UPCMC and Sovereign hereby agree as follows:

1. Ski Easement. Sovereign hereby grants UPCMC and its licensees and invitees a perpetual non-exclusive easement (the "**Ski Easement**") over that portion of the Sovereign Property (the "**Ski Easement Area**") more particularly described on Exhibit B attached hereto and incorporated herein by reference, which is granted to UPCMC as the owner of the Resort Property, as an easement appurtenant to the Resort Property, for the purpose of ski access, ingress and egress, over and across the Ski Easement Area by such persons as UPCMC authorizes and for the construction, operation, maintenance, repair and replacement within the Ski Easement Area of snow-making equipment. Any snow-making equipment that UPCMC desires to construct within the Ski Easement Area shall be constructed and maintained by the Bonanza Mountain Resort Home Owners' Association (the "**Resort HOA**").

2. Reserved Rights. Sovereign reserves the right to relocate the Ski Easement Area, from time to time, over other portions of the Sovereign Property, in his reasonable discretion, provided, however, that any such proposed relocation of the Ski Easement must be compatible with the location of the ski run to which the Ski Easement is connected and provided that any such relocation of the Ski Easement shall be reasonably acceptable to UPCMC and the Resort HOA.

3. Miscellaneous.

(a) Indemnity. To the fullest extent permitted by law, UPCMC shall indemnify, defend and hold harmless Sovereign from any and all losses, costs, liabilities, damages, and expenses, arising out of, or caused by, or related to UPCMC's or its licensees' or invitees' entry or access onto, or use of, the Sovereign Property. To the fullest extent permitted by law, UPCMC, on behalf of itself and without affecting the coverage provided by any insurance, hereby releases Sovereign from any liability, including damages for injury to or death or persons and/or any loss or damage to property to the extent that such damages arise out of, are caused by, or are related to, any entry or activity by UPCMC or its invitees or licensees onto the Sovereign Property, including, without limitation, their use of the Ski Easement. This section shall survive the expiration or termination of this Easement Agreement.

(b) Successors and Assigns. The Ski Easement shall be appurtenant to the Resort Property, shall run with the land of the Resort Property and the Sovereign Property for the benefit of the Resort Property and every portion thereof, and burdening the Sovereign Property and every portion thereof, and shall apply to and bind the respective successors in interest to the Sovereign Property and every portion thereof for the benefit of the successors in interest to the Resort Property and every portion thereof, in accordance with applicable law.

(c) Attorneys' Fees. In the event of any litigation between the parties arising out of this Easement Agreement or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses in such litigation, including, without limitation, reasonably attorneys' fees, costs and expenses. In addition to the foregoing award of attorneys' fees, costs and expenses to the prevailing party, the prevailing party in any lawsuit on this Easement Agreement shall be entitled to its reasonable attorneys' fees, costs and expenses incurred in any post-judgment proceeding to collect or enforce the judgment.

(d) Notices. All notices and demands required and permitted to be given hereunder shall be in writing and shall be given by personal delivery, facsimile transmission, overnight courier, or the United States first-class mail, and shall be addressed as follows:

If to UPCMC:

United Park City Mines Company
P.O. Box 1450
1.5 Miles South of Park City on Highway 224
Park City, Utah 84060
Attention: Rory Murphy

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With a copy to: Parsons, Behle & Latimer
201 South Main Street, Suite 1800
P.O. Box 45898
Salt Lake City, Utah 84145-0898
Attention: Craig B. Terry

If to Sovereign: Kent Sovereign
1017 West 750 South
Woods Cross, Utah 84087

With a copy to: Ballard Spahr Andrews & Ingersoll, LLP
201 South Main Street, Suite 600
Salt Lake City, UT 84111
Attn: David R. Rudd

(e) Condemnation. If, at any time, any portion of the Sovereign Property, including without limitation, any area thereby burdened by an easement pursuant hereto, shall be condemned or taken by any governmental authority exercising the power of eminent domain, the owner of such condemned or taken property shall have the full right and authority to claim and recover from the condemning authority any and all compensation payable with respect to such condemnation. The party benefiting from any easement burdening such property shall not be entitled to any award or claim in connection with, or arising from, any such condemnation of any portion thereof, and the party benefiting from any such easement shall have no claim against the other party with respect to any loss or rights to use or benefit from such easement as a result of such condemnation.

(f) Amendment. This Easement Agreement may be modified only in a writing signed by the parties in interest at the time of the modification.

(g) Authority. Sovereign acknowledges and represents that he has the authority to enter into this Easement Agreement.

(h) Entire Agreement. This Easement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

(i) Severability. The invalidity or unenforceability of any provision of this Easement Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity or enforceability of any other provision hereof.

(j) Governing Law. This Easement Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

(k) Counterparts. This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

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(l) Recordation. UPCMC shall record this Easement Agreement in timely fashion in the Office of the Recorder of Wasatch County, Utah, and UPCMC may re-record it at any time as may be required to preserve UPCMC's rights in the Ski Easement.

(m) No Forfeiture. Nothing contained herein will result in the forfeiture or reversion of Sovereign's title in any respect.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed as of the date first above written.

UPCMC:

UNITED PARK CITY MINES COMPANY, a
Delaware corporation

By R.C. Murphy
Name: RORY C. MURPHY
Title: VICE-PRESIDENT

SOVEREEN:

Kent Sovereen
KENT SOVEREEN, an individual

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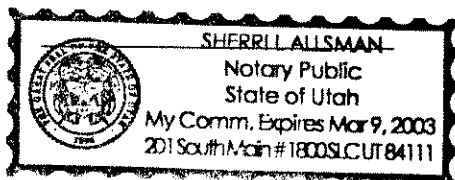
State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 12th day of November, 2002, by Rory Murphy, in his capacity as the Vice President of United Park City Mines Company, a Delaware corporation.

Sherrill L. Allsman
Notary Public

Residing at: Salt Lake County

My Commission Expires:



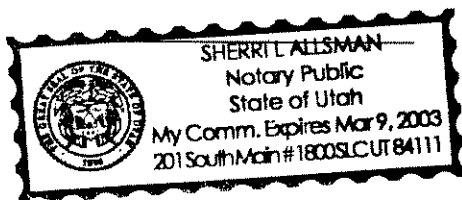
State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 12th day of November, 2002, by Kent Sovereign, an individual.

Sherrill L. Allsman
Notary Public

Residing at: Salt Lake County

My Commission Expires:



E 251407 B 0591 P 0591

EXHIBIT A

TO SKI EASEMENT AGREEMENT

A parcel of land located in the southwest quarter of Section 29, the south half of Section 30, Section 31, Section 32, and the northwest quarter of Section 33, Township 2 South, Range 4 East, Salt Lake Base & Meridian, and the north half of Section 6, Township 3 South, Range 4 East, Salt Lake Base & Meridian.

Beginning at the Northwest Corner of Section 31, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the section line North 88°35'50" East 2494.94 feet; thence North 996.44 feet; thence East 4272.81 feet to a point on the SUMMIT-WASATCH COUNTY LINE; thence along the SUMMIT-WASATCH COUNTY LINE the following thirteen courses: 1) South 34°40'45" East 652.82 feet; thence 2) South 46°44'13" East 384.79 feet; thence 3) North 85°35'48" East 219.15 feet; thence 4) South 77°28'12" East 161.04 feet; thence 5) North 77°43'48" East 967.04 feet; thence 6) South 64°07'12" East 727.78 feet; thence 7) South 60°15'49" East 550.54 feet; thence 8) South 70°29'49" East 340.18 feet; thence 9) North 79°04'16" East 493.11 feet; thence 10) South 59°46'17" East 1077.13 feet; thence 11) South 82°53'47" East 1132.70 feet; thence 12) North 88°54'12" East 344.13 feet; thence 13) North 54°41'12" East 202.92 feet to a point on the easterly end line of the LUCKEY BILL Mining Claim, Lot 57 in the Snake Creek Mining District; thence along the easterly end line of the LUCKEY BILL Mining Claim South 36°31'08" East 225.99 feet; thence along the southerly sideline of the LUCKEY BILL Mining Claim South 58°21'21" West 1498.69 feet; thence along the southerly sideline of the CLIFT Mining Claim, Lot 149 in the Snake Creek Mining District, South 49°59'50" West 1498.56 feet; thence along the westerly end line of the CLIFT Mining Claim North 36°10'29" West 595.32 feet; thence along the southerly sideline of the JIC Mining Claim, Lot 155 in the Snake Creek Mining District, the following two courses: 1) South 67°10'06" West 451.78 feet; thence 2) South 51°45'15" West 888.65 feet; thence along the southerly sideline of the JIC No. 2 Extension Mining Claim, Lot 153 in the Snake Creek Mining District, South 51°32'04" West 1494.13 feet; thence along the westerly end line of the JIC No. 2 Extension Mining Claim North 36°46'38" West 602.64 feet; thence along the northerly sideline of the JIC No. 2 Extension Mining Claim North 51°34'55" East 586.91 feet to a point on the westerly end line of the BUNKER No. 2 Mining Claim, Lot 152 in the Snake Creek Mining District; thence along the westerly end line of the BUNKER No. 2 Mining Claim North 49°55'12" West 527.19 feet to a point on the southerly sideline of the SHIELDS Mining Claim, Lot 103 in the Snake Creek Mining District; thence along the southerly sideline of the SHIELDS Mining Claim South 41°10'49" West 1459.56 feet; thence along the southerly sideline of the NEWELL Mining Claim, Lot 98 in the Snake Creek Mining District, South 41°10'49" West 1507.17 feet; thence along the southerly side line of the GERRATY Mining Claim, Lot 97 in the Snake Creek Mining District, South 39°32'50" West 1501.42 feet; thence along the southerly sideline of the PELICAN Mining Claim, Lot 105 in the Snake Creek Mining District, South 43°13'32" West 1198.06 feet; thence along the westerly end line of the PELICAN Mining Claim North 55°41'12" West 602.36 feet; thence along the westerly end line of the JEM Mining Claim, Lot 106 in the Snake Creek Mining District, North 56°55'24" West 593.55 feet; thence along the westerly end line of the DIVES Mining Claim, Lot 107 in the Snake Creek Mining District, North 54°37'31" West 603.52 feet; thence along the northerly sideline of the DIVES Mining Claim North 42°12'43" East 200.40 feet to a point on the westerly end line of the SILVER ISLET Mining Claim, Lot 109 in the Snake Creek Mining District; thence along the westerly end line of the SILVER ISLET Mining Claim North 54°49'01" West 499.74 feet; thence along the northerly sideline of the SILVER ISLET Mining Claim North 42°21'39" East 1166.85 feet to a point on the southerly sideline of the SILVER STAR Mining Claim, Mineral Survey No. 3300 in the Snake Creek Mining District; thence along on the southerly sideline of the SILVER STAR Mining Claim South 79°15'03" West 996.57 feet; thence along the westerly end line of the SILVER STAR Mining Claim North 20°55'57" West 609.50 feet; thence West 2041.83 feet to a point on the west line of Section 31, Township 2 South, Range 4 East, Salt Lake Base & Meridian; thence along section line North 01°18'48" West 1322.31 feet to the East Quarter corner of Section 36, Township 2 South, Range 3 East, Salt Lake Base & Meridian; thence along section line North 00°46'00" West 1108.72 feet; thence East 93.98 feet; thence North 03°47'00" West 1785.60 feet to the to the POINT OF BEGINNING.

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EXHIBIT "B"
TO
SKI EASEMENT AGREEMENT

Legal Description of the Ski Easement Area

That certain real property located in Wasatch County, State of Utah more particularly described as follows:

A parcel of land located in the southwest quarter of Section 32, Township 2 South, Range 4 East, Salt Lake Base & Meridian.

Beginning at the southwest corner of LOT 216, BRIGHTON ESTATES No.2, according to the Official Plat thereof on file and of record in the office of the recorder, Wasatch County, Utah, and running thence along the southerly line of Lot 216 North 57°00'00" West 232.45 feet to a point on the easterly line of LOT 213 said BRIGHTON ESTATES No.2; thence along the boundary line of Lot 213 the following three (3) courses: 1) South 41°19'00" West 38.33 feet; thence 2) North 44°00'00" West 232.44 feet; thence 3) North 42°30'00" East 20.04 feet; thence South 44°00'00" East 178.07 feet; thence North 88°36'16" East 45.91 feet; thence South 57°00'00" East 291.49 feet; thence South 80°20'27" West 29.52 feet; thence North 57°00'00" West 20.00 feet to the Point of Beginning.

Description contains 0.26 acres.

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08E 2216
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OWC 3138
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