

Entry	25	38 251456
REQUIRE	UTA	& ABSTRACT
FEE	ALAN CROSS, COUNTY CLERK, RECORDER	
\$	12.00	
RECORDED	5-19-96	at 4:00 M

GRANT OF EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("Grantor") hereby grants to Ski West Properties Co., a California limited partnership, and its successors (collectively referred to herein as "Grantees"), an easement (The "Easement") over the parcel of real property ("Servient Property") herein described in Exhibit "A" attached hereto. The Easement conveys rights and privileges set forth in paragraphs 1 and 2 below and is subject to the conditions and restrictions outlined in paragraph 3 below.

1. The rights conveyed herein to Grantees are conveyed for the specific purpose of facilitating the construction of 120 condominium units on the property (the "Dominant Property") described in Exhibit "B" attached hereto and shall run with the Dominant Property.

2. The occupants of each of the aforesaid 120 condominium units shall have the right to park one automobile, or more if required to obtain governmental approval for the condominium development, on the Servient Property and shall have a non-exclusive right to automobile and pedestrian ingress and egress through the Servient Property. The term "automobile" as used herein, does not include trailers, boats, trucks other than pick up trucks, or any type of commercial or industrial equipment. Grantor (which term shall include the successors of Grantor) shall have the unrestricted right to designate specific space within the Servient Property for such parking, ingress and egress, and to relocate such designated space to any other location within the Servient Property, provided, however, that Grantees shall always have access to Brad Avenue, a public right-of-way. Grantor agrees to use reasonable efforts to select a location for such designated or relocated space within the Servient Property that is as near the aforesaid condominium units as is feasible without interfering with any improvements constructed pursuant to paragraph 3 hereof. The Easement shall be perpetual unless it is abandoned or terminated by operation of law. Parking areas shall be used only for the parking of operable motor vehicles which belong to a person occupying a Unit during the time the parking space is being used and for no other purpose.

3. Grantees' rights in the Easement are expressly made subject to the following rights of the Grantor:

3.1 The right to use any or all of the Servient Property for parking, ingress and egress by tenants, customers or

others provided that such use does not interfere with the rights of Grantees set forth in paragraphs 1 and 2 hereof.

3.2 The right to construct improvements to and on any of the Servient Property, or on any of the Grantor's land which is described in Exhibit "C" attached hereto, provided that such construction does not prohibit the uses by Grantees as contemplated herein. Specifically included is the right to construct one or more parking structures which may or may not have additional structures constructed above the parking areas. Such improvements shall not be limited in height or location and may be constructed so as to block the view from or the most convenient routes of ingress or egress to the aforesaid condominium units. Grantor shall also have the right to designate space within such structure(s) to satisfy Grantees' rights under Sections 1 and 2 hereof.

3.3 The right to require that any vehicle parked on the Servient Property be moved every 72 hours (or longer period as designated by the Grantor).

3.4 By accepting or receiving any interest, right or benefit conferred by this Grant of Easement, Grantees and their successors and assigns shall be deemed to have waived, forfeited and forever given up and abandoned any and all objections whatsoever, on any and all grounds whatsoever, to improvements and the construction of improvements that occur pursuant to and that are consistent with this paragraph 3.

DATED this 8 day of April, 1986.

SNYDERVILLE LAND CO., a Utah
Limited Partnership

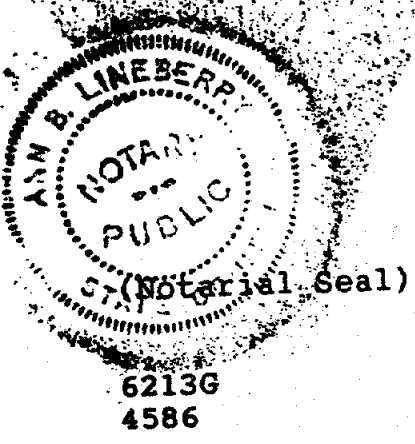
By J. E. Roberts
Its General Partner

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On this 8 day of April, 1986, personally appeared before me J. E. Roberts, the signer of the foregoing instrument, who being by me duly sworn, did say that he is the General Partner of SNYDERVILLE LAND CO., a Utah limited partnership and acknowledged to me that the foregoing instrument was signed on behalf of said entity by authority of

its partnership agreement, and he acknowledged to me that said entity executed the same.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal the day and year last above written.



Ann B. Lineberry
NOTARY PUBLIC
Residing in: Summit County
My Commission Expires:
8-22-87

Exhibit "A"

THE SERVIENT PROPERTY

The real property referred to as the "Servient Property" in the Grant of Easement to which this is attached as an exhibit is more particularly described as follows:

Beginning at a point North 89 degrees 59 minutes 7 seconds West along a section line 2035.61 feet from the Southeast corner of section 36, T1S, R3E, SLB&M and running thence North 89 degrees 59 minutes 7 seconds West along said section line 184.78 feet; thence North 5 degrees 45 minutes West 277.56 feet; thence North 84 degrees 15 minutes East 45 feet; thence North 1 degree 12 minutes East 184.39 feet; thence North 85 degrees 40 minutes West 60.01 feet; thence North 3 degrees 47 minutes East 10 feet; thence South 85 degrees 40 minutes East 258.74 feet; thence South 4 degrees 20 minutes West 461.35 feet to the point of beginning.

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Exhibit "A"

Exhibit "B"

THE DOMINANT PROPERTY

The real property referred to as the "Dominant Property" in the Grant of Easement to which this is attached as an exhibit consists of two parcels which are more particularly described as follows:

Parcel A: Beginning at a point which is North along a section line 575.96 feet and West 2309.82 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point also being on the center line of the Green Horn ski lift and running thence South 41 degrees 13 minutes East 81 feet; thence South 3 degrees 47 minutes West 95 feet; thence South 48 degrees 47 minutes West 178 feet; thence South 3 degrees 47 minutes West 36 feet; thence South 48 degrees 47 minutes West 233 feet; thence North 86 degrees 13 minutes West 98.10 feet; thence North 41 degrees 13 minutes West 84.26 feet; thence North 48 degrees 47 minutes East 97 feet; thence South 86 degrees 13 minutes East 26.72 feet; thence North 48 degrees 47 minutes East 92.22 feet; thence North 3 degrees 47 minutes East 55 feet to the center line of the Green Horn ski lift; thence North 48 degrees 47 minutes West along said center line 326 feet to the point of beginning.

Parcel B: Beginning at a point which is North 70.78 feet and West 2227.47 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian and running thence South 84 degrees 15 minutes West 102 feet; thence North 5 degrees 45 minutes West 207 feet; thence North 84 degrees 15 minutes East 102 feet; thence South 5 degrees 45 minutes East 207 feet to the point of beginning.

Exhibit "C"

THE SURROUNDING PROPERTY

The real property referred to as the "Surrounding Property" in the document to which this is attached as an exhibit is more particularly described as follows:

The South half of Section 36, T. 1 S., R. 3 E., S.L.B.M.;

The West half of the Southwest quarter of Section 31, T. 1 S., R. 4 E., S.L.B.M; and

The North half of the North half of Section 1, t. 2 S., R. 3 E., S.L.B.M.