

RERECORDED TO CORRECT SCRIVENER'S
ERROR ON EXHIBIT "A"

When Recorded, Return to:
Larry G. Moore
RAY, QUINNEY & NEBEKER
P.O. BOX 45385
Salt Lake City, Utah 84145-0385

~~00339801~~ Bk00506 Pg00366-00371
DIXIE B MATHESON - IRON COUNTY RECORDER
1994 JUN 23 08:49 AM FEE \$21.00 BY PTC
REQUEST: SECURITY TITLE CO OF SO UTAH

EASEMENT AGREEMENT

IN CONSIDERATION of Ten Dollars and other good and valuable consideration, BRIAN HEAD SKI, LTD., a Utah Limited Partnership of Brian Head, Utah 84719 ("Grantor"), hereby grants and conveys unto WILLIAM S. REDD, TRUSTEE of the William S. Redd Family Trust, having an address at Brian Head, Utah 84719 ("Grantee"), and to his successors and assigns, an easement in perpetuity for the following purposes:

1. The maintenance, operation and repair of an existing sewer line benefitting the former Brian Head Royale across property located in the County of Iron, State of Utah, more particularly described in Exhibit "A", attached hereto and outlined in red on Exhibit "B" attached hereto ("Sewer Easement");

2. The maintenance, operation and repair of an existing driveway and parking area and satellite dish across property located in the County of Iron, State of Utah, more particularly described in Exhibit C, attached hereto and shaded in yellow on Exhibit "B" attached hereto ("Driveway Easement");

3. The maintenance, operation and repair of an existing electricity line benefitting the former Brian Head Royale across the Driveway Easement property located in the County of Iron, State of Utah, more particularly described in Exhibit "C", attached hereto ("Electrical Easement"); and

4. The construction and maintenance of a retaining wall along the west side of the driveway and parking area described in Exhibit C ("Retaining Wall Easement").

Prior Rights. The Sewer Easement, Electrical Easement, Driveway Easement and the Retaining Wall Easement (collectively "Easements"), are granted subject to all existing encumbrances, liens, easements, rights of way, licenses, leases, and other agreements affecting the surface or subsurface of Grantor's property. Grantor covenants and agrees to obtain a consent and/or non-disturbance agreement in recordable form from holders of any existing encumbrances or liens on the property underlying the Easements. Grantor makes no other warranties or representations concerning the title to the property covered by the Easements.

Non-Exclusive Easements. The Easements are granted on a non-exclusive basis. Grantor and its successors and assigns may use the property covered by the Sewer Easement and grant similar rights to others for the construction of other utility lines and services within the Sewer Easement area, so long as Grantee's use

SECURITY TITLE COMPANY

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1994 DEC 20 12:14 PM FEE \$21.00 BY PTC
REQUEST: SO UTAH TITLE CO/CEDAR CITY

thereof is not disturbed. Grantor shall not grant other Easements on the property covered by the Driveway Easement and Retaining Wall Easement without Grantee's prior written consent, which shall not be unreasonably withheld if such additional easements do not interfere with Grantee's use of the Easements granted hereunder

Use Limitations. Grantee shall not place or construct any permanent surface installation on the Easements except for the presently existing asphalt surfacing (or any replacement thereof), and the satellite dish on the Driveway Easement and the contemplated retaining wall. The Easements granted herein are limited to the existing lines and improvements in place and repairs and replacements thereof (or the Retaining Wall to be constructed in accordance with this Agreement), and may not be enlarged or expanded in any form. Without limiting the generality of the foregoing, Grantee shall not place additional asphalt, concrete barriers, buildings, signs or other improvements of any nature or description on the Easements, except for natural vegetation approved in advance by Grantor. Grantee shall be entitled to resurface, repair, replace and stripe the asphalt on the Driveway Easement. Prior to the construction of the retaining wall, Grantor must obtain written approval from Grantor of the location, materials height, aesthetics, appearance and plans and specifications of the wall. All construction activities shall be undertaken and completed as soon as reasonably possible after the commencement of the activity, and any disturbance of Grantor's property near the wall shall be restored to its original grade and condition. The construction of all improvements shall be performed and conducted in a careful, safe, and workman like manner and shall not unreasonably interfere with Grantor's development of its property on or in the vicinity of the easement. Grantee shall not, without Grantor's prior written approval, remove any trees, bushes or natural vegetation, and in the event Grantor approves the temporary removal of such vegetation, Grantee shall replace and restore such vegetation as soon as practicable. Grantee shall keep all improvements located on the Easements in good and safe condition. Grantee shall observe all laws, ordinances, rules, and regulations of all governmental authorities.

Indemnification. Grantee shall indemnify and save Grantor harmless from and against any and all claims, liability, and causes of action for injury to or death of any persons, and for damage to any property, together with all costs and expenses, including attorneys' fees, arising out of, resulting from or relating to the use, maintenance, construction and removal of the its improvements on the Easements or from any other or activities of Grantee on Grantor's property. No additional risk or liability shall be assumed or incurred by Grantor by reason of the granting of the Easements.

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Insurance. As part of the consideration for the Easements granted herein, Grantee agrees to maintain in place and

provide Grantor a certificate evidencing the following insurance coverage naming Grantor as an additional insured:

a. Workers' Compensation with statutory limits and Employer's Liability with a limit of not less than \$500,000;

b. Comprehensive Broad Form Public Liability Insurance insuring the Easements and the indemnification provision under this Agreement. Required limits are \$1 million per occurrence and \$2 million annual aggregate bodily injury and property damage.

Successors and Assigns. All of the terms, covenants, and conditions of this agreement shall be binding upon the successors and assigns of the parties.

Governing Law; Attorneys' Fees. This Agreement shall be governed by the law of the State of Utah, and its courts shall have jurisdiction to enforce the same. In the event that either party shall be in default under this Agreement, the other party shall have the right commence legal proceedings in the appropriate court in the State of Utah to compel performance or other remedies as may be suitable, and the prevailing party shall be entitled to reasonable attorneys' fees.

IN WITNESS WHEREOF, the Grantor has executed this Easement this 16 day of June, 1994.

BRIAN HEAD SKI, LTD.,
a Utah Limited Partnership, by its
general partner, Brian Head Resort,
Inc., a Utah corporation

James Trees
By: _____, President

STATE OF UTAH)
COUNTY OF Washington) ss.

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The foregoing instrument was acknowledged before me this 16th day of June, 1994, by James Trees, President of Brian Head Resort, Inc., General Partner of Brian Head Ltd., a Utah limited partnership.

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My commission expires:

11/10/96

Susann Fraley
Notary Public
Residing at: Springdale Ut

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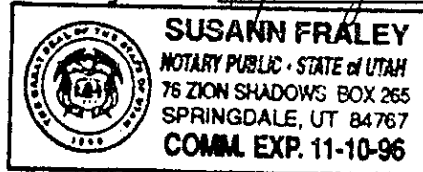


EXHIBIT "A"

15' SEWER EASEMENT FOR PEPPERMILL (0.160 ACRES)

BEGINNING at the NW corner of Sectional Lot 5,* T36S, R9W, SLM;
thence S 89°28'53" E, 457.99 ft along the north line of said
Sectional Lot 5; thence S 44°37'01" E, 21.26 ft along the SW'ly
line of Highway SR-143; thence N 89°28'53" W, 473.03 ft; thence N
0°25'00" E, 15.00 ft along the west line of said Sectional Lot 5
to the point of beginning.

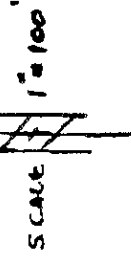
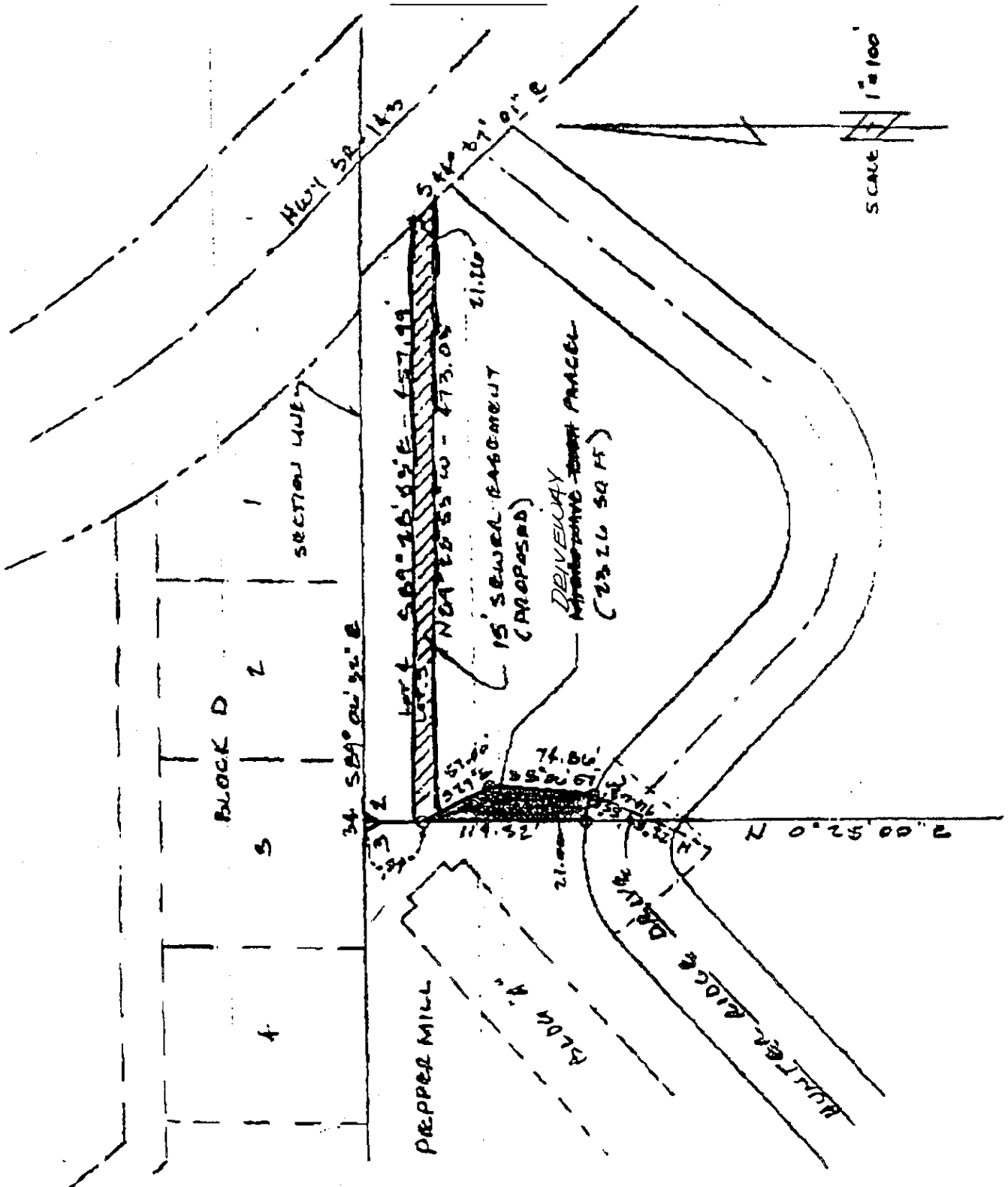
LGW
*in Section 2, *BY*

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EXHIBIT "B"



BULLOCH BROTHERS ENGINEERING INC.

CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS

P.O. Box 1403
Cedar City, Utah 84703
(801) 885-8822

1 West St. George Blvd.
St. George, Utah 84770
(801) 225-4782

P.O. Box 825
Monticello, Nevada 89403
(702) 546-5101

SHEET 1 OF 2

Project PEPPER MILL - BRIANHEAD Date 5/16/94
NEW RESIDENTIAL MICROWAVE DISH PARCEL By NLR

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EXHIBIT "C"

DRIVEWAY EASEMENT PARCEL (2326 SQ. FT.)

BEGINNING S 0°25'00" W, 45.00 ft along the section line from the NW corner of Section 2, T36S, R9W, SLM; thence S 27°00'00" E, 57.00 ft; thence S 5°06'57" W, 74.86 ft to the N'ly R/W line of an existing street; thence along said R/W line and a non-tangent curve to the left, having a radius of 96.63 ft, a distance of 21.00 ft (chord for said curve bears N 73°15'41" W, 20.96 ft); thence N 0°25'00" E, 119.32 ft along the section line to the point of beginning.

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