

WHEN RECORDED, PLEASE MAIL TO:

Brian Head Town
Attn: Grey Fairbanks
P.O. Box 190068
Brian Head, UT 84719

00487971 Bk00939 Pg00904-00907

PATSY CUTLER - IRON COUNTY RECORDER
2004 AUG 09 09:01 AM FEE \$1.00 BY PTC
REQUEST: BRIAN HEAD TOWN

GRANT OF EASEMENT

In consideration of TEN DOLLARS (\$10.00) together with other good and valuable consideration paid to Brian Head Ski, Ltd., a Utah Limited Partnership (Grantor) by the Town of Brian Head, a Utah Municipal Corporation (Grantee), the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer, and convey to the Grantee its successors and assigns, a perpetual easement with the right to erect, construct, install, lay and use, operate, inspect, repair, maintain, and replace, and remove underground pipe and water lines over, across, under and through the land of Grantor, together with the right of ingress and egress to a strip of land in Brian Head Town to be used for a 50-foot wide temporary construction easement for the purpose of constructing an underground water transmission line. The temporary construction easement shall terminate on November 1, 2003 and acceptance by Brian Head Town of the water transmission lines must occur on or before November 1, 2003, and thereafter a 15-foot wide perpetual easement shall remain for the purpose of maintaining and repairing the underground water transmission lines. The 50-foot wide construction easement shall be centered on the 15-foot wide perpetual easement, said perpetual easement centerline is located in the East (1/2) Section 3, Township 36 South, Range 9 West, Salt Lake Base and Meridian, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

The easement and right-of-way hereby conveyed is for the sole purpose of locating, establishing, constructing, and maintaining an underground water transmission line, pressure valves, and other related equipment necessary to operate and maintain the water line. Any equipment, lines or structures related to the water line which are required to be located above ground, if any, shall be located in a place approved by Grantor in writing. During the period of the temporary construction easement, Grantor further grants such rights of entry upon, passage over and storage of material and equipment on such areas that may be necessary or useful for the underground water line. After the temporary construction easement is terminated, Grantee shall have such rights of entry upon and passage over that may be necessary or useful for the maintenance and repair of the underground water line.

Grantee will, at its sole expense, restore the surface to grade and re-vegetate where necessary with the seed mix designated by Grantor. All grading and re-planting must be completed on or before November 1, 2003. As soon as reasonably possible in the spring of 2004, Grantor shall inspect the re-graded and re-vegetated areas and determine if any further

grading or re-vegetation is required to comply with the terms of this paragraph and Grantee shall promptly perform such additional work as is needed to comply with the terms of this paragraph. Grantee covenants to maintain the easement in good repair.

Grantor, its successors and assigns, hereby acknowledge and agree that no building or other structure may be erected by it over the easement described herein; provided that Grantor may pave or improve roadways, walkways, ski runs, and install fencing, or landscaping above the easement.

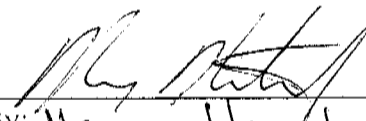
The rights by virtue of the grant of easement and other provisions of this assessment shall be perpetual and for the benefit of the general public, and shall constitute a covenant running with the land and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns.

Grantee shall indemnify and hold harmless Grantor from and against any and all claims, causes of action, damages to persons and property (both real and personal), judgments, penalties, and costs (including reasonable attorney's fees) (i) arising from Grantee's breach of the terms hereof and (ii) related directly or indirectly to Grantee's construction and maintenance of the water line and easement.

The officer whose signature appears below on this Grant of Easement, hereby certifies that Brian Head Resort, Inc. is General Partner of Grantor, Brian Head Ski, Ltd., and this grant and the transfer represented herein is authorized by the Board of Directors for Brian Head Resort, Inc., acting in its capacity as general partner of Brian Head Ski, Ltd.

IN WITNESS WHEREOF, Grantor has executed this instrument this 5th day of August, 2004.

BRIAN HEAD SKI, LTD.
By its general partner,
Brian Head Resort, Inc.


By: Henry Hornberger
Its: General Manager

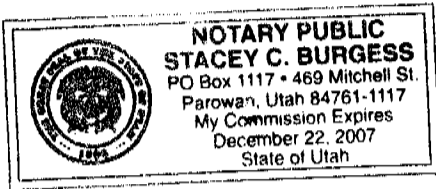
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STATE OF UTAH)
) ss
COUNTY OF IRON)

On this 5 day of August, 2009, personally appeared before me Henry Hornberger, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the General Manager (office) of Brian Head Resort, Inc. and that Brian Head Resort, Inc. is the General Partner of Brian Head Ski, Ltd., a Utah limited partnership, and that he/she executed the foregoing Agreement on behalf said limited partnership by authority of its Partnership Agreement . and he/she acknowledged before me that the Brian Head Resort, Inc. executed the same as General Partner for Brian Head Ski, Ltd., for the uses and purposes stated therein.

Stacey C. Burgess
Notary Public



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EXHIBIT A

Beginning at a point being North 3799.31 feet and West 2470.94 feet from the southeast corner of said Section 3, said point being at the end of the existing 8" Navajo Ridge Water Transmission Line; thence S20°18'18"W 2.19 feet; thence S64°39'37"W 15.35 feet; thence S16°47'38"W 22.93 feet; thence S16°08'32"W 75.61 feet; thence S10°57'58" 124.51 feet; thence S08°36'50"W 134.42 feet; thence S09°35'30"W 133.31 feet; thence S10°57'37"W 38.79 feet; thence S30°57'11"E 75.47 feet; thence S31°28'55"E 99.95 feet; thence S31°38'03"E 71.33 feet; thence S13°21'57"W 31.00 feet; thence S36°29'08"W 101.84 feet; thence S01°41'04"E 199.93 feet; thence S08°49'47"W 44.56 feet; thence S18°24'20"W 88.09 feet; thence S08°38'05"W 88.95 feet; thence S02°04'54"W 54.15 feet; thence S02°49'53"E 69.54 feet; thence S10°37'41"E 56.73 feet; thence S65°27'45"E 84.33 feet; thence S32°48'01"E 60.95 feet; thence S29°34'53"E 3.13 feet; thence S26°33'00"E 25.81 feet; thence S15°53'45"E 53.44 feet; thence S23°00'53"E 70.02 feet; thence S29°16'21"E 60.01 feet; thence S28°20'27"E 88.15 feet; thence S17°21'55"E 67.47 feet; thence S14°09'37"E 44.33 feet; thence S11°28'57"W 44.41 feet; thence S22°06'10"W 35.72 feet; thence S22°09'31"W 41.50 feet; thence S17°12'50"W 46.60 feet; thence S10°12'12"W 201.34 feet; thence S08°34'37"W 57.98 feet; thence S05°27'11"W 67.19 feet; thence S15°48'57"E 35.72 feet; thence S11°43'17"E 84.32 feet; thence S14°38'28"E 69.88 feet; thence S21°48'14"E 30.60 feet; thence S24°15'40"E 75.69 feet; thence S24°54'25"E 79.84 feet; thence S28°35'02"E 52.41 feet; thence S29°32'49"E 68.44 feet; thence S26°28'02"E 76.41 feet; thence S23°42'50"E 52.88 feet; thence S30°30'53"E 51.41 feet; thence S28°24'21"E 48.10 feet; thence S30°48'19"E 76.09 feet; thence S29°51'24"E 51.39 feet; thence S20°57'58"E 44.78 feet; thence S14°15'13"E 34.70 feet; thence S06°05'16"E 45.40 feet; thence S00°20'43"E 31.04 feet; thence S02°31'02"W 6.28 feet; thence S02°37'23"E 11.49 feet; thence S38°44'39"W 12.61 feet; thence S54°52'47"W 73.27 feet; thence S57°45'30"W 34.31 feet; thence S62°29'23"W 37.98 feet; thence S68°16'55"W 65.44 feet; thence S61°42'18"W 109.40 feet; thence N85°07'26"W 31.69 feet; thence N82°31'30"W 68.77 feet; thence N83°04'44"W 49.84 feet; thence N84°27'39"W 22.61 feet; thence N12°01'32"W 29.12 feet; thence N15°18'06"W 3.73 feet to the point of terminus.

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