

WHEN RECORDED RETURN TO:

Brian Head Resorts, LTD.
P.O. Box 190008
Brian Head, Utah 84719-0008

00496644 Bk00958 Pg00747-00753
PATSY CUTLER - IRON COUNTY RECORDER
2005 JAN 11 16:04 PM FEE \$57.00 BY PTC
REQUEST: BRIAN HEAD RESORTS LTD

RIGHT OF WAY AGREEMENT

This RIGHT OF WAY AGREEMENT is made and entered into as of the 4 day of January, 2005, by and between BRIAN HEAD RESORTS, LTD., a Utah limited partnership, its successors and assigns ("BHR"), and The Utah National Parks Council, Inc., Boy Scouts of America, a non-profit corporation ("BSA").

Recitals:

- A. BHR owns certain parcels of real property in Iron County, State of Utah, more particularly described on Exhibit "A" attached hereto and incorporated herein (the "BHR Property"), and which BHR Property is "cross-hatched" on the map attached as Exhibit "C" hereto and incorporated herein (the "Site Map").
- B. BSA owns certain parcels of real property in Iron county, State of Utah more Particularly described on Exhibit "B" attached hereto and incorporated herein (the "BSA Property"), and which BSA Property is also outlined in black on the Site Map.
- C. The BHR Property and the BSA Property are collectively referred to herein as the "Properties." The parties desire to grant certain Rights of Way and enter into certain agreements regarding their respective Properties as more particularly set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements set forth herein, and for the considerations described in Paragraphs 2 and 6, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Grant of Right of Way to BHR. BSA hereby grants, bargains, sells, assigns, transfers and conveys to BHR and its successors and assigns, running with the land, a perpetual non-exclusive Right of Way (the "BHR Right of Way") fifty (50) feet in width over, under and across the portion of the BSA Property as set forth below, for the sole purposes of vehicular and pedestrian emergency ingress and egress, vehicular and pedestrian ingress and egress by BHR maintenance personnel, and if deemed feasible, for the installation, construction, maintenance and repair of underground utilities, which may include sewer, electricity, water, telephone, cable television and natural gas, which are now or may hereafter be installed for the benefit of the Properties. If and when underground utilities are installed they will include sufficient junction connections at mutually agreed upon locations to allow BSA to hook into them at its sole cost and expense. The BHR Right of Way shall run over the BSA Property generally along the solid black line on the Site Map from Point A (e.g., from Highway 143) to

Point B, and then continue from Point B to Point C, subject to the ability of BHR to make reasonable movements to accommodate site-specific construction issues. At such time as the survey and engineering work is done to obtain a more specific meets and bounds description of the BHR Right of Way and/or the roadway as actually improved and constructed thereon, the parties agree that upon written request of BHR, an amendment to this instrument will be executed by the parties and recorded setting forth such description. Upon recording of such subsequent instrument, that legal description of the BHR Right of Way will supersede, as appropriate, the double black line on the Site Map.

2. Consideration. The BHR Right of Way is granted in consideration of BHR's payment to BSA of \$25,000 (TWENTY-FIVE THOUSAND DOLLARS).
3. Improvements to the BHR Right of Way. BSA acknowledges and agrees that the BHR Right of Way includes the right, but not the obligation, of BHR at its sole cost and expense, to pave or otherwise improve the BHR Right of Way, as BHR determines in its discretion, and to realign, adjust and make changes to the physical location of the BHR Right of Way and any road or improvements located thereon, as may be necessary due to terrain, engineering, or construction requirements of the improved road, all as may be necessary or convenient for the development of the BHR Property or portions thereof. The Bureau of Land Management and BSA must approve any changes to or use of the BHR Right of Way or staging areas for construction before any work begins, and such approvals shall be timely and not unreasonably withheld. Work to be performed must be specific as to the nature and use and time.
4. Use of Existing Road. The BHR Right of Way includes the right to maintenance and emergency ingress and egress from, to and over the existing dirt road as now exists on the BSA Property running from Point A to Point B as shown by a double dashed line on the Site Map, and any paved or unpaved roads which may replace it from time to time. BSA additionally grants BHR the right to extend the unpaved dirt road from Point B to Point C on the Site Map, at BHR's expense. BSA must approve any change in the existing road with full disclosure of the details of the proposed changes, and such approval shall be timely and not unreasonably withheld. BSA will provide BHR with a means of easy access through the gate on the existing dirt road. BHR may choose to improve or replace such gate at its sole cost and expense and BSA will continue to provide BHR with a means of easy access. Any improved gate will continue to display the name of Thunder Ridge Scout Camp and The Utah National Parks Council, BSA.
5. Use of Existing Questar Right of Way. The parties acknowledge that BSA has granted to Questar a recorded fifty foot (50') wide right of way for the purpose of laying, maintaining, operating, repairing, inspecting, removing and replacing pipelines, valves, valve boxes and other gas transmission and distribution facilities and incidental purposes (the "Questar Right of Way"). A single-dashed line on Exhibit C shows the approximate location of said right of way. If installation of utilities is deemed not feasible along the BHR Right of Way (Road), in addition to the underground utility right of way granted in paragraph 1 above, BSA hereby grants, bargains, sells, assigns, conveys and transfers to BHR, its successors and assigns, a perpetual Right of Way over, across and under the BSA Property running adjacent to and alongside the Questar Right of Way on the north or south, as engineering or construction requirements dictate, for installation, maintenance and repair of underground utilities, which may include sewer, electricity, water, telephone, cable television and natural gas, and purposes incidental thereto. If and when this Right of Way is activated and BHR installs underground utilities therein, BHR will include sufficient junction connections at mutually agreed upon locations to allow BSA to hook into them at its sole cost and expense. At such time as the survey and engineering work is done to obtain a more specific meets and bounds description of the BHR/QUESTAR Right of Way, the parties agree that upon written request

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of BHR, an amendment to this instrument will be executed by the parties and recorded setting forth such description. Upon recording of such subsequent instrument, that legal description of the BHR/Questar Right of Way will supersede, as appropriate, any previous rights of way. If BHR places all of its underground utilities in the Questar/BHR Right of Way, BHR shall abandon its Right of Way for utilities (but not its road Right of Way) granted in paragraph 1 above.

6. Consideration. If and when BHR elects to activate and utilize the QUESTAR/BHR Right of Way, BHR's shall pay to BSA \$10,000 (TEN THOUSAND DOLLARS).
7. Grant of Right of Way to BSA. BHR hereby grants BSA a non-exclusive Right of Way to and for emergency ingress and egress, over and across any road which may be constructed in the future on the BHR Property and which would provide ingress and egress from the BSA Property south through the BHR Property to Highway 143 (the "BSA Emergency Right of Way") when and if such road is built by BHR. BHR retains the right to place such gates or fences as are deemed necessary on the BHR Property, but in the event it elects to place such gates or fences, will provide BSA with a means of facilitating easy emergency access.
8. Maintenance of Right of Way. BSA shall continue to bear maintenance costs of the existing dirt road running from Point A to Point B. If and when BHR elects to extend the dirt road from Point B to Point C, BHR will maintain that portion of the dirt road at its expense, and will also pay or reimburse BSA for one-half of the maintenance costs pertaining to the portion of the road from Point A to Point B. Should BHR pave or otherwise improve the existing road from Point A to Point B, or construct a new paved or otherwise improved road from Point A to Point B within the BHR Right of Way, the costs of maintenance and repair of the BHR Right of Way shall be paid for and performed by BHR. If the road is paved, BSA will pay for or reimburse the actual cost to BHR of any repairs necessitated by damage to the road caused by BSA or its agents or invitees.
9. Headings. The headings in this Agreement are for ready reference only and shall not be used to limit or expand the terms of this Agreement.
10. Law/Jurisdiction/Venue. Any action to enforce the terms of this Agreement shall be brought in the Fifth Judicial District Court in and for Iron County, Utah. This Agreement shall be construed in accordance with the substantive and procedural laws, including the applicable statute(s) of limitations, of the State of Utah.
11. Severance. If a court of competent jurisdiction shall find any provision of this Agreement unenforceable under Utah Law, such provision shall be stricken and the remainder of the Agreement shall remain in full force and effect.
12. Authority. Each party signing hereby represents that it has full and complete authority to make representations made herein and bind the parties for which it signs.
13. Integrated Agreement. This Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the Agreement between the parties. As such, this Agreement constitutes the entire agreement between the parties, whether oral or written, with respect to the subject matter hereof, and may only be modified by subsequent writing duly executed by both parties. All prior contradictory agreements are superseded hereby.

Executed as of the date first written above.

"BHR"

"BSA"

Brian Head Resorts, Ltd.
By its General Partner
Brian Head Resort, Inc.

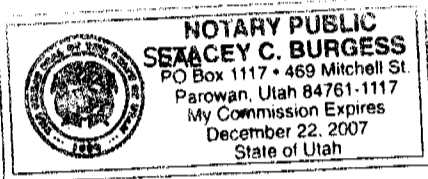
Utah National Parks Council, Inc.
Boy Scouts of America

By [Signature]
Burke Wilkerson, Secretary/Treasurer

By [Signature]
Thomas C. Powell, Scout Executive

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

On the 4 day of January, 2005, personally appeared before me Burke Wilkerson, who acknowledged to me that he executed the foregoing instrument as duly authorized Secretary/Treasurer of Brian Head Resort, Inc., in its capacity as General Partner of Brian Head Resorts, Ltd.

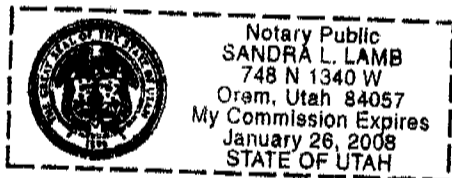


[Signature]
Notary Public
Residing at: 469 Mitchell St. Parowan, Ut

STATE OF UTAH)
 : SS
COUNTY OF UTAH)

On the 6th day of January, 2005, personally appeared before me Thomas C. Powell, who acknowledged to me that he executed the foregoing instrument in his capacity as the duly authorized Scout Executive of the Utah National Parks Council, Inc, Boy Scouts of America.

SEAL



[Signature]
Notary Public
Residing at: Provo, Utah

EXHIBIT ABRIAN HEAD RESORTS, LTD.SECTION 24

SECTIONAL TRACT NO. 37, SECTION 24, TOWNSHIP 35 SOUTH,
RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

SECTION 25

NORTHEAST QUARTER NORTHEAST QUARTER; SOUTH HALF
NORTHEAST QUARTER; NORTHEAST QUARTER NORTHWEST
QUARTER; SOUTH HALF; ALL IN SECTION 25, TOWNSHIP 35 SOUTH,
RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

SECTION 26

NORTHEAST QUARTER SOUTHEAST QUARTER OF SECTION 26,
TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND
MERIDIAN.

SECTION 35

EAST HALF; SOUTH HALF NORTHWEST QUARTER; NORTHEAST
QUARTER SOUTHWEST QUARTER; SOUTH HALF SOUTHWEST
QUARTER; ALL IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 9 WEST,
SALT LAKE BASE AND MERIDIAN.

SECTION 36

ALL OF SECTION 36, TOWNSHIP 35 SOUTH, RANGE 9 WEST,
SALT LAKE BASE AND MERIDIAN.

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EXHIBIT B

UTAH NATIONAL PARKS COUNCIL, BOY SCOUTS OF AMERICA

SECTION 23

SECTIONAL LOT NO. 3; SOUTHEAST QUARTER NORTHEAST QUARTER; EAST HALF SOUTHEAST QUARTER; ALL IN SECTION 23, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

SECTION 24

SECTIONAL LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16; SECTIONAL TRACT NO. 38; ALL IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

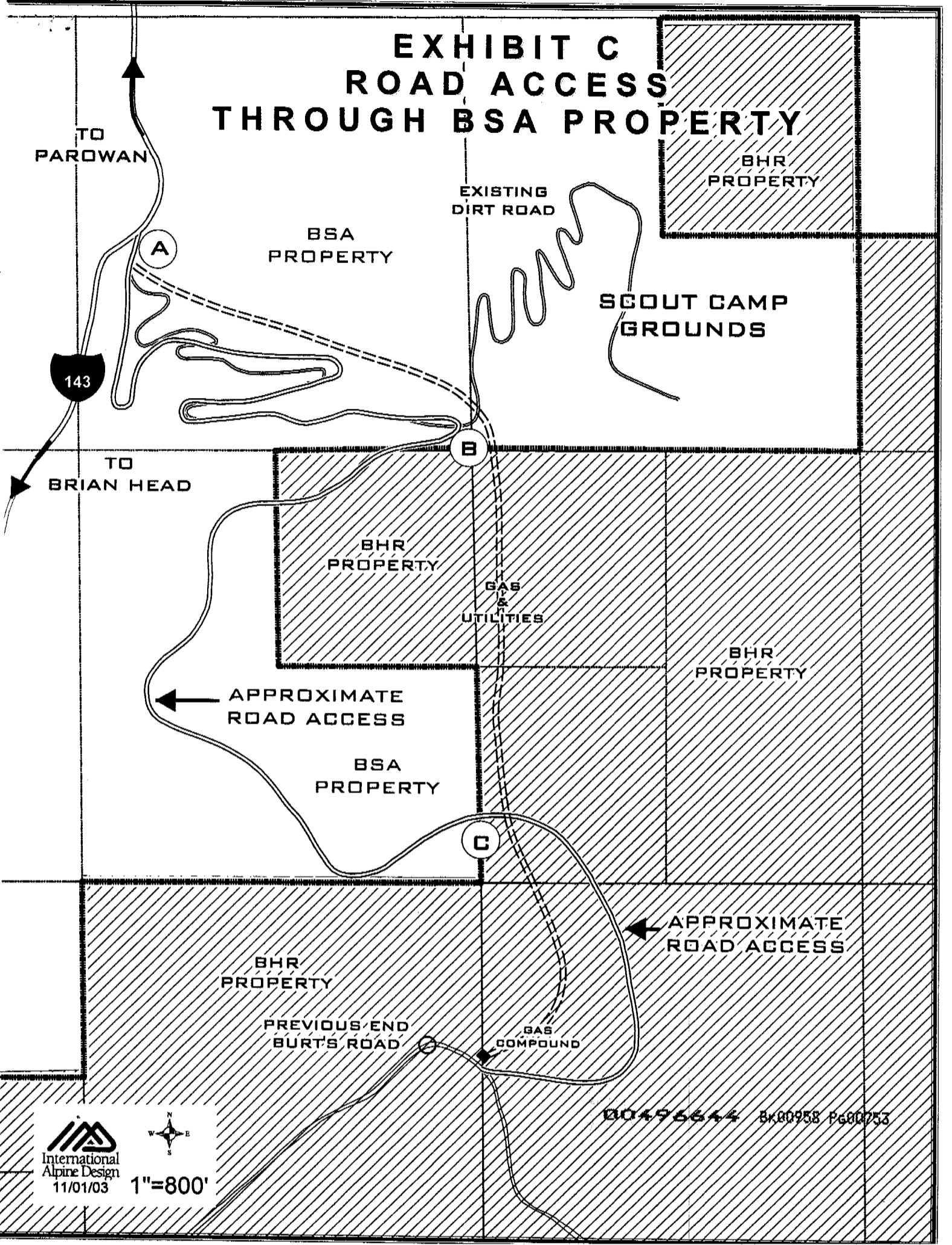
SECTION 25

NORTHWEST QUARTER NORTHEAST QUARTER; WEST HALF NORTHWEST QUARTER; SOUTHEAST QUARTER NORTHWEST QUARTER; ALL IN SECTION 25, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

SECTION 26

NORTHEAST QUARTER; NORTHWEST QUARTER SOUTHEAST QUARTER; SOUTH HALF SOUTHEAST QUARTER; ALL IN SECTION 26, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

EXHIBIT C ROAD ACCESS THROUGH BSA PROPERTY




International
Alpine Design
11/01/03 1"=800'

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