

WHEN RECORDED, RETURN TO:

Shawn C. Ferrin
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201 South Main Street, Suite 1800
P.O. Box 45898
Salt Lake City, Utah 84145-0898

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ALAN SPRIGGS, SUMMIT CO RECORDER
1999 APR 30 13:47 PM FEE \$34.00 BY DMG
REQUEST: FIRST AMERICAN TITLE CO UTAH

EASEMENT AGREEMENT
(Sundial Lodge)

This Easement Agreement ("Agreement") is made and entered into this 1st day of August, 1998, by and between Wolf Mountain Resorts, L.C., a Utah limited liability company, ("Owner"), and American Skiing Company Resort Properties, Inc., a Maine corporation ("ASCRP") (Owner and the ASCRP are referred to collectively as the "Parties" and individually as a "Party"), with reference to the following:

A. Owner is the owner of certain real property located in Summit County, Utah in and around a resort known as The Canyons ("Owner Parcel").

B. ASCRP is the owner or tenant of a parcel of real property located in Summit County, Utah and more particularly described on Exhibit A ("ASCRP Parcel"). The ASCRP Parcel is contiguous to or near the Owner Parcel (the ASCRP Parcel and the Owner Parcel are referred to collectively as the "Parcels" and individually as a "Parcel").

C. ASCRP desires to obtain from Owner, and Owner is willing to grant to ASCRP, an easement across that portion of the Owner Parcel described on Exhibit B ("Easement Parcel") in accordance with the terms of this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, ASCRP and Owner agree as follows:

1. Grant of Easement. Owner grants and conveys to ASCRP non-exclusive easement ("Easement") on, over, across and through Easement Parcel for construction, ingress and egress to the ASCRP Parcel, and installing utility lines to service buildings and developments on the ASCRP Parcel. Without limiting the generality of the foregoing, ASCRP's rights under the Easement shall include the right to design, engineer, construct, repair, maintain, replace and operate roadways, curbs, gutters, medians, pedestrian and bike paths, sidewalks, berms, side hill cuts, retaining walls and related structures, and water, storm water, sewer, gas, electricity, telephone, cable television and similar utility lines and systems (all such improvements, together with any and all other improvements located on, or constructed within, the Easement Parcel pursuant to this Agreement are referred to as the "Improvements").

2. Duration. This Agreement and the Easement and undertaking set forth herein shall be perpetual and may be terminated only upon the written consent of any lender holding a security interest in the Easement and Owner's and ASCRP's recordation of a notice of termination in the records of the Summit County Recorder.

3. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Easement Parcel to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

4. Relocation. Either Party shall have the right to relocate the Easement Parcel and the Improvements, subject to the following conditions: (i) the relocation of the Easement Parcel and the Improvements shall be to a location that does not materially adversely impact access to, or egress from, the ASCRP Parcel; (ii) the relocation of the Easement Parcel and the Improvements shall be to a location that does not limit or restrict either Parties development of other then owned or controlled property; (iii) the relocation of the Easement Parcel and the Improvements shall be completed at the sole cost and expense of the Party requesting the relocation; and (iv) the relocation shall be conducted and completed in such a manner that the relocation does not restrict or impact access or utility service to ASCRP Property.

5. Mutuality; Reciprocity; Runs With the Land.

(a) The Easement, and the rights and obligations granted or created by this Agreement are appurtenances to the Parcels and none of the easements, rights or obligations may be transferred, assigned or encumbered except as an appurtenance to the Parcels; provided, however, ASCRP shall have the right (i) to transfer and assign the Easement, and the rights and obligations under this Agreement, to individuals or entities affiliated with ASCRP and to other parcels of property owned or controlled by ASCRP and its affiliates; and (ii) to grant and assign to individuals and entities providing water, storm water, sewer, gas, electricity, telephone, cable television, and similar utility lines and systems the rights in, to and under the Easement, and the rights and obligations under this Agreement to design, construct, repair, maintain and replace such lines and systems. For the purposes of the easements and rights set forth herein, the Parcel benefited thereby shall constitute the dominant estate, and the Parcel burdened thereby shall constitute the servient estate.

(b) Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) (i) shall constitute covenants running with the land; (ii) shall bind every person having a fee, leasehold or other interest in any portion of the Parcels at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent that easement or right is to be performed on such portion; (iii) shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns as to their respective Parcels; and (iv) shall create mutual, equitable servitudes upon each Parcel in favor of the other Parcels.

6. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed invalid to the extent of the scope and breadth permitted by law.

7. Integration. This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties.

8. No Partnership. The Parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

9. Further Action. The Parties shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

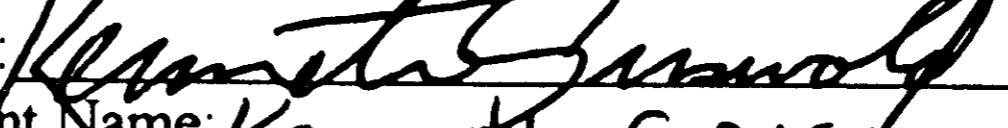
10. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. This Agreement may be delivered by facsimile.

11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

Executed the date and year first above written.

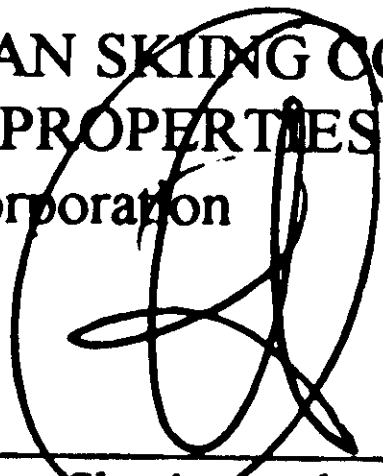
OWNER:

WOLF MOUNTAIN RESORTS, L.C., a Utah
limited liability company

By: 
Print Name: Kenneth GRISWOLD
Its: Managing member

ASCRP:

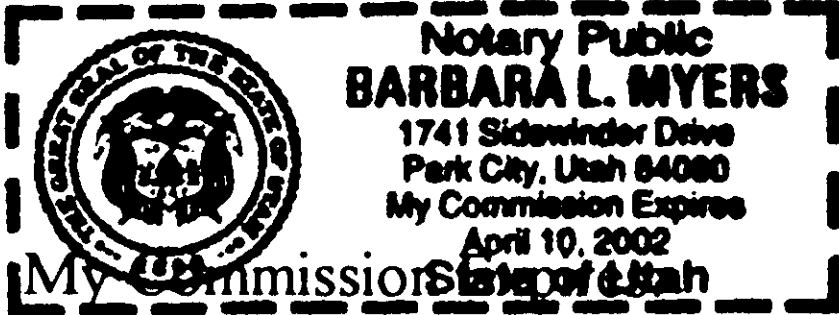
AMERICAN SKIING COMPANY
RESORT PROPERTIES, INC.,
a Maine corporation

By: 
Print Name: Christopher E. Howard
Its: Senior Vice President

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STATE OF Utah)
~~Wasatch~~)
COUNTY OF Wasatch) : ss.

The foregoing instrument was acknowledged before me this 5th day of November, 1998, by Kenneth Gnswock the Managing Member of Wolf Mountain Resorts, L.C., a Utah limited liability company.



Barbara Myers
Notary Public
Residing at:

STATE OF MAINE)
COUNTY OF OXFORD) : ss.

The foregoing instrument was acknowledged before me this 13th day of November, 1998, by Christopher E. Howell the Senior VP of American Skiing Company Resort Properties, Inc., a Maine corporation.

Jessie D. Deane
Notary Public
Residing at: Bridgton, ME

My Commission Expires:

10-2-01

00537596 BR01253 Pg00248

**EXHIBIT A
TO
EASEMENT AGREEMENT**

ASCRP PARCEL

The ASCRP Parcel referenced in the foregoing instrument is located in Summit County, Utah and is more particularly described as follows:

SUNDIAL LODGE

Parcel No. 1

LOT 1, SUNDIAL LODGE AMENDED SITE PLAT, according to the Official Plat thereof, recorded January 20, 1999 as Entry No. 528029 and on file in the Office of the County Recorder of Summit County.

PARCEL A-2

Lots 5, 6, 7, 8, 17, 18, 22, 23, 24, and the West half of Lot 19, **PARK CITY WEST PLAT NO. 2**, according to the Official Plat thereof, as recorded in the office of the Summit County Recorder, Summit County, Utah.

00537596 Bk01253 Pg00249

**EXHIBIT B
TO
EASEMENT AGREEMENT**

EASEMENT PARCEL

The Easement Parcel is located in Summit County, Utah and is more particularly described as follows:

SUNDIAL ACCESS

Parcel No. 2

A 40 foot wide right of way and non-exclusive utility easement over, through and across the following described property, being 20 feet on each side of the following described centerline:

BEGINNING at a point on the Westerly line of the Red Pine right-of-way, said point being North 89°59'43" West along the Section line 706.01 feet and North 58.93 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian (basis of bearing being North 89°59'43" West between the said Southeast Corner of Section 36 and the South Quarter Corner of said Section 36), said point being the true point of beginning; thence North 85°00'15" West 67.61 feet to the point of curvature of a 250 foot radius tangent curve to the right; thence Northwesterly along the arc of said curve 163.55 feet through a central angle of 37°28'59"; thence North 47°31'16" West 463.87 feet to the point of curvature of a 60.00 foot radius tangent curve to the left; thence Northwesterly along the arc of said curve 149.90 feet through a central angle of 143°08'51"; thence South 10°40'07" East 97.48 feet to the point of curvature of a 225.00 foot radius tangent curve to the right; thence Southwesterly along the arc of said curve 395.42 feet through a central angle of 100°41'31"; thence North 89°58'37" West 301.76 feet to the point of curvature of a 225.00 foot radius tangent curve to the left; thence Southwesterly along the arc of said curve 56.01 feet through a central angle of 14°15'45"; thence North 14°14'22" West 45.72 feet to the point of curvature of a 150.00 foot radius tangent curve to the right; thence Northerly along the arc of said curve 37.27 feet through a central angle of 14°14'16"; thence North 00°00'06" West 27.91 feet to the point of curvature of a 200.00 foot radius tangent curve to the left; thence Northwesterly along the arc of said curve 136.06 feet through a central angle of 38°58'45"; thence North 02°09'29" West 130.91 feet to the point of curvature of a 42.00 foot radius tangent curve to the left; thence Northwesterly along the arc of said curve 62.36 feet through a central angle of 85°03'52" to the point of termination, said point being on the Southerly boundary of the Sundial Lodge property line, right-of-way lines extend to said property line and said Red Pine Westerly right-of-way line.

THE CANYONS DRIVE

Parcel No. 3

00537596 Bk01253 Pg00250

Beginning at a point on the Westerly line of Red Pine Road right-of-way, said point being North 89°59'43" West along the Section Line 710.95 feet and North 18.20 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing being North 00°00'31" East between the Southeast Corner and

the East Quarter Corner of said Section 36, both being found monuments); said point being on the arc of a 15.00 foot radius curve to the left, the center of which bears North 81°09'36"West; thence Northwesterly along the arc of said curve 24.57 feet thru a central angle of 93°50'39"; thence North 85°00'15' West 51.27 feet to a point of curvature of a 275.00 foot radius curve to the right, the center of which bears North 04°59'45"East; thence Westerly along the arc of said curve 159.30 feet thru a central angle of 33°11'24"; thence North 51°48'51" West 210.68 feet; thence North 47°31'16"West 319.17 feet to a point of curvature of a 220.00 foot radius curve to the right, the center of which bears North 42°28'44"East; thence along the arc of said curve 324.22 feet thru a central angle of 84°26'15"; thence North 36°54'59"East 147.38 feet to a point of curvature of a 230.00 foot radius curve to the left, the center of which bears North 53°05'01"West; thence Northerly along the arc of said curve 141.23 feet thru a central angle of 35°10'52"; thence North 01°44'07"East 157.02 feet to a point of curvature of a 225.00 foot radius curve to the right, the center of which bears South 88°15'53"East; thence Northeasterly along the arc of said curve 345.38 feet thru a central angle of 87°57'05"; thence North 89°41'12"East 128.92 feet to a point of curvature of a 159.00 foot radius curve to the left, the center of which bears North 00°18'48"West; thence Easterly along the arc of said curve 26.34 feet thru a central angle of 09°29'33"; thence North 80°11'39"East 41.43 feet to a point on the boundary of the Park West Condominiums, as recorded in the Summit County, Utah Recorder's Office; thence South 37°15'28"East along said Condominiums boundary 14.50 feet; thence South 32°00'00"East 62.46 feet to a point on the Southerly right-of-way of Park West Drive; thence North 73°09'03"East along said right-of-way 25.22 feet; thence South 61.97 feet; thence South 89°58'31"West 50.00 feet; thence North 18.44 feet; thence South 80°11'39"West 40.05 feet to a point of curvature of a 261.00 foot radius curve to the right, the center of which bears North 9°48'21"West; thence Westerly along the arc of said curve 95.66 feet thru a central angle of 20°59'59"; thence North 73°29'28"West 36.45 feet to a point of curvature of a 145.00 foot radius curve to the left, the center of which bears South 16°30'32"West; thence Southwesterly along the arc of said curve 265.15 feet thru a central angle of 104°46'25"; thence South 01°44'07"West 157.02 feet to a point of curvature of a 310.00 foot radius curve to the right, the center of which bears North 88°15'53"West; thence Southerly along the arc of said curve 190.35 feet thru a central angle of 35°10'52"; thence South 36°54'59"West 147.38 feet to a point of curvature of a 140.00 foot radius curve to the left, the center of which bears South 53°05'01"East; thence Southeasterly along the arc of said curve 206.32 feet thru a central angle of 84°26'15"; thence South 47°31'16"East 319.17 feet; thence South 42°45'41" East 171.42 feet to a point of curvature of a 225.00 foot radius curve to the left, the center of which bears North 47°14'19"East; thence Easterly along the arc of said curve 165.89 feet thru a central angle of 42°14'34"; thence South 85°00'15"East 51.27 feet to a point of curvature of a 15.00 foot radius curve to the left, the center of which bears North 04°59'45" East; thence along the arc of said curve 24.57 feet thru a central angle of 93°50'39"to a point on the Westerly right-of-way of Red Pine Road, said point also being on the arc of a 611.62 foot radius curve to the right, the center of which bears North 88°50'55"West; thence Southerly along the arc of said curve and said right-of-way 82.07 feet thru a central angle of 07°41'19"to the point of beginning.

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