

When recorded return to:
TOWN OF BRIAN HEAD
56 N. Hwy 143
P.O. Box 190068
Brian Head, Utah 84719

00621678

B: 1223 P: 1940 Fee \$0.00
Debbie B. Johnson, Iron County Recorder Page 1 of 6
10/05/2011 03:50:48 PM By BRIAN HEAD TOWN



EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned **Brian Head Ski, Ltd.** ("Grantor") for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys, bargains, sells, and warrants unto the **Town of Brian Head**, a municipality and political subdivision of the State of Utah ("Grantee"), its successor and assigns, a perpetual easement, right-of-way and right on, over, under, above and across the following described property located in the Town of Brian Head, Iron County, State of Utah:

See Exhibit A attached hereto and incorporated herein by this reference.

This easement is granted for the following purposes: (i) the installation of water lines and associated appurtenances (the "Improvements") as part of Grantee's culinary water system; and (ii) the operation, maintenance, upkeep, repair, inspection, and replacement of the Improvements. The location of the Improvements is shown as part of the plans for construction of said Improvements, and is attached hereto as Exhibit B and incorporated herein by this reference.

Grantee, as a condition to the granting of this easement, shall pay damages, restore or replace in kind, at Grantor's discretion and at Grantee's sole cost and expense, underground pipes, utilities, and any other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the Improvements. In constructing the Improvements, Grantee shall use reasonable efforts to keep disturbance, including cut and fill, to the minimum amount necessary to meet its needs and satisfy its purposes. Grantee shall also re-vegetate any disturbed areas as near reasonably possible to their natural appearance.

This easement is subject to the following qualification: In the event Grantor obtains approval to develop its property in such a manner that the easement herein granted would impair the proposed development, then Grantee, at its sole cost and expense, shall relocate the Improvements to an alternate, mutually agreed upon easement location. Grantee agrees to perform such relocation in a timely manner so as not to delay or impede construction of Grantor's development.

This easement shall be for the use and benefit of Grantee, for its employees, agents, representatives, successors and assigns. This easement shall not create rights in the public generally nor anyone else who, in the sole determination of Grantor, is not specifically authorized to use the easement. Grantor shall not use the property in any way which interferes with the

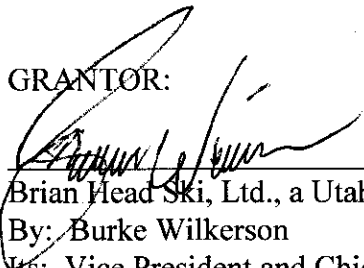
easement conveyed (subject to Grantee's obligation to relocate the improvements as described above).

Grantee may release this grant of easement and right-of-way at any time by filing a release of same with the appropriate County Recorder. Grantor agrees that whenever necessary, words used in the masculine gender shall be construed to read in the feminine. It is hereby understood that any party securing this grant on behalf of the Grantee is without authority to make any representations, covenants, or agreements not herein expressed.

This easement shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns, and may be assigned in whole or in part by the Grantee.

IN WITNESS WHEREOF, Grantor has executed this instrument this 5th day of October 2011.

GRANTOR:

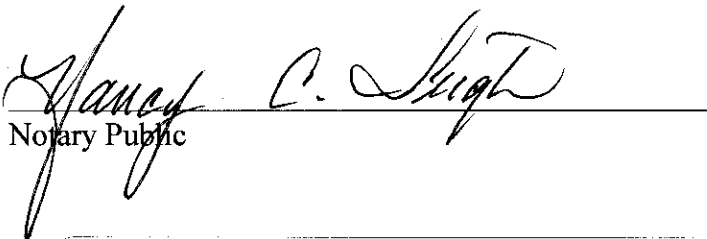
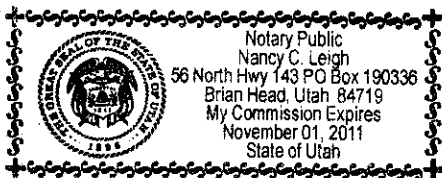


Brian Head Ski, Ltd., a Utah Limited Partnership
By: Burke Wilkerson
Its: Vice President and Chief Financial Officer

ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF IRON)

This instrument was acknowledged before me on October 5, 2011 by Burke Wilkerson the Vice President and Chief Financial Officer of Brian Head Ski, Ltd. who personally appeared before me and, being duly sworn, acknowledged that he executed the foregoing instrument.



Notary Public

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EXHIBIT - A

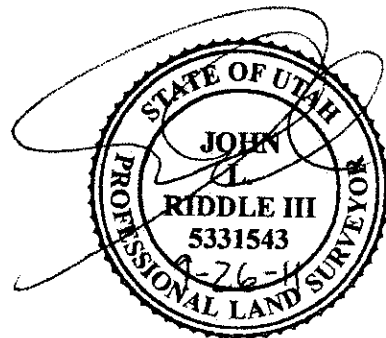
**PROPOSED WATERLINE EASEMENT
(PARCEL# A-1150-0006)**

EASEMENT LEGAL DESCRIPTION

A 20' WIDE STRIP (40' WIDE FOR CONSTRUCTION) OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN; SAID STRIP OF LAND BEING 10 FEET IN WIDTH ON EACH SIDE (20' ON EACH SIDE FOR CONSTRUCTION) OF A PROPOSED WATERLINE, THE SIDELINES OF WHICH ARE TO BE EXTENDED OR TRIMED AT THE GRANTORS PROPERTY LINE; THE CENTERLINE OF SAID WATERLINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N00°03'40"E ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, 817.50 FEET; THENCE S89°56'20"E, 1,053.52 FEET TO AN EXISTING WATERLINE AND THE BEGINNING OF A PROPOSED WATERLINE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N46°54'50"W, 4.36 FEET; THENCE N43°05'10"E, 20.11 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S46°54'11"E, A RADIAL DISTANCE OF 220.00 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 62°30'16", A DISTANCE OF 240.00 FEET (CHORD BEARS N74°20'57"E, 228.27 FEET); THENCE N15°52'36"E, 23.68 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 4°57'29"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 19.04 FEET (CHORD BEARS N18°21'20"E, 19.03 FEET) TO THE NORTH LINE OF THE GRANTORS PROPERTY AND THE POINT OF ENDING.

CONTAINING: 6,145 SQUARE FEET OR 0.141 ACRES, MORE OR LESS.



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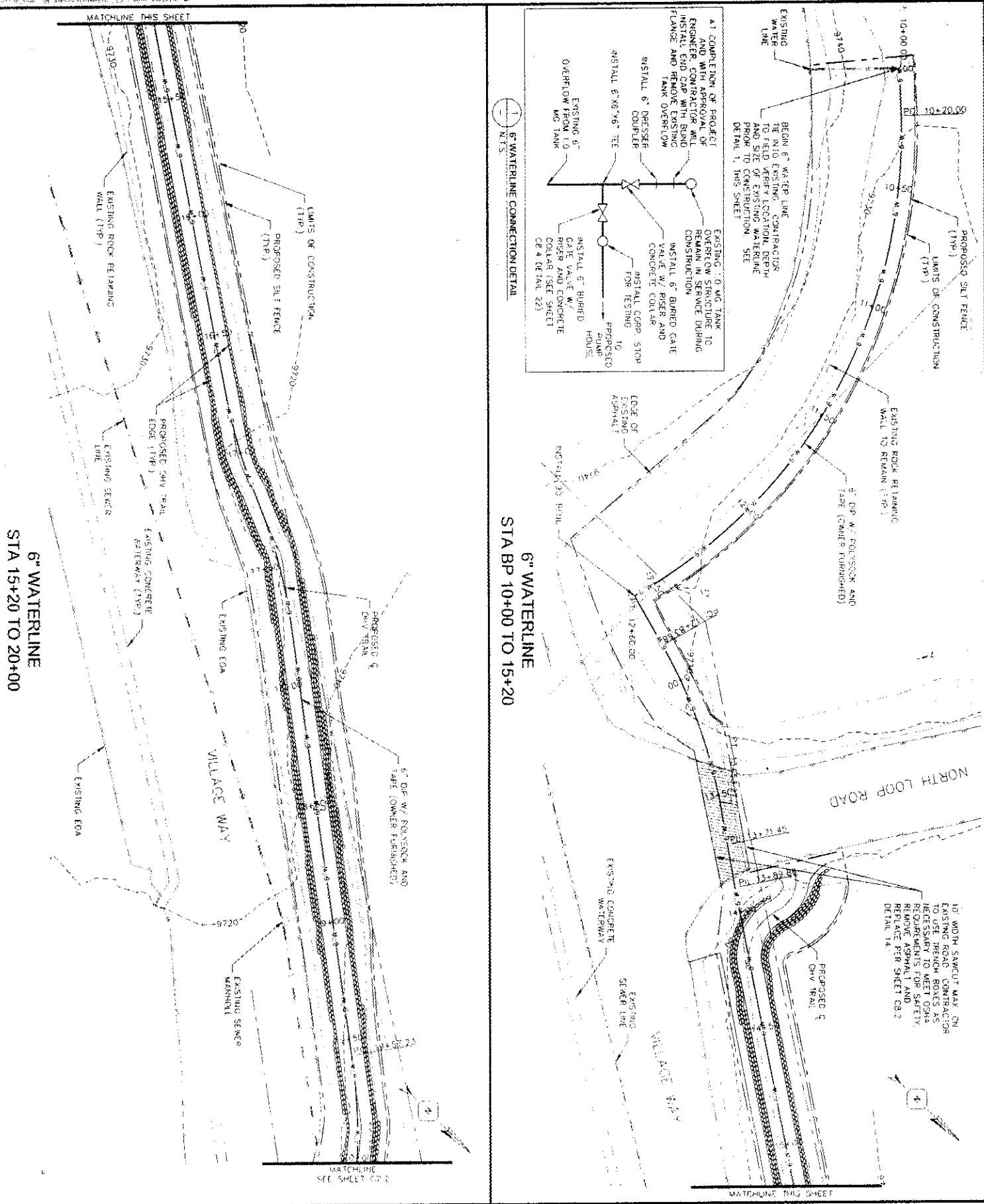
EXHIBIT B

Construction Plans Containing Sheets 2.1 – 2.2

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<p>10' WIDTH SAWCUT MAY ON EXISTING ROAD. CONTRACTOR TO USE BENCH MARKS AS NECESSARY TO MEET OS&A REQUIREMENTS FOR SAFETY. REMOVE ASPHALT AND REPLACE PER SHEET CD-2 DETAIL 14.</p>	<p>EXISTING 10' MG. TANK REMAINS IN SERVICE DURING CONSTRUCTION. INSTALL 6\"/> </p>
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CONSTRUCTION NOTES:

- PREFABT THURST STOPPING WILL BE USED BY THE CONTRACTOR AT ALL FITTINGS AS PER THE RESISTANCE JOINTS ARE MANUFACTURED TO BE USED IN THE FIELD.
- CONTRACTOR SHALL VERIFY ALL PROPOSED AND EXISTING UTILITY LOCATIONS AND DEPTHS PRIOR TO CONSTRUCTION. SEE DETAIL 14.
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LEGEND

PROPOSED WATERLINE

EXISTING WATERLINE

PROPOSED 6\"/>

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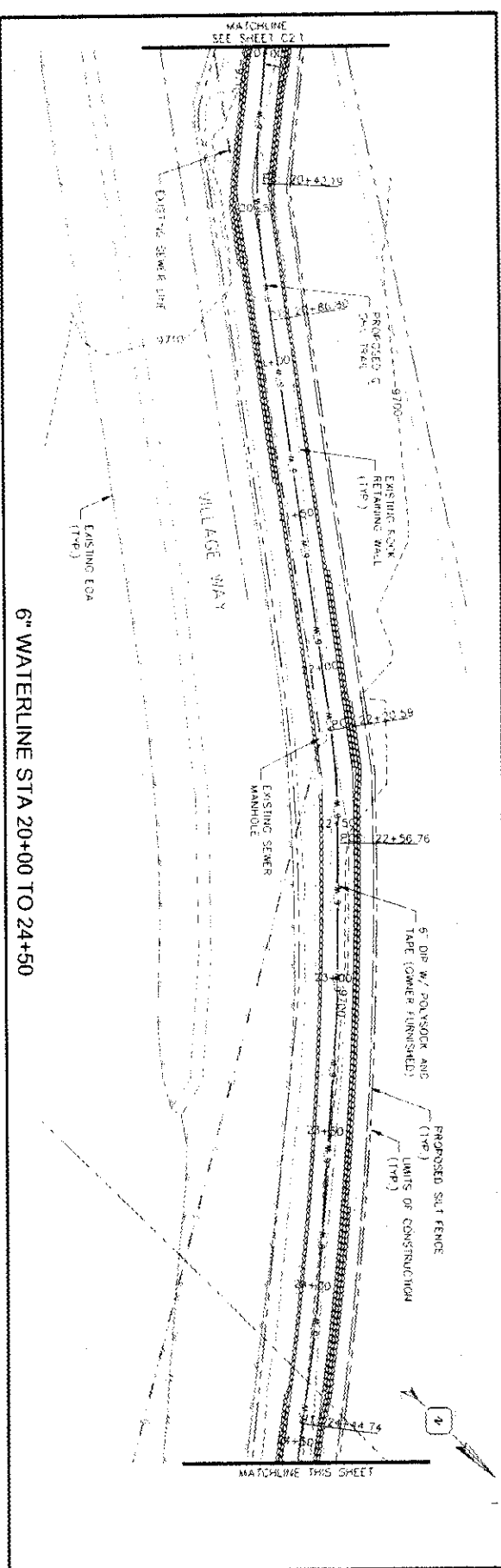
BRIAN HEAD TOWN

BRIAN HEAD, IRON COUNTY, UTAH

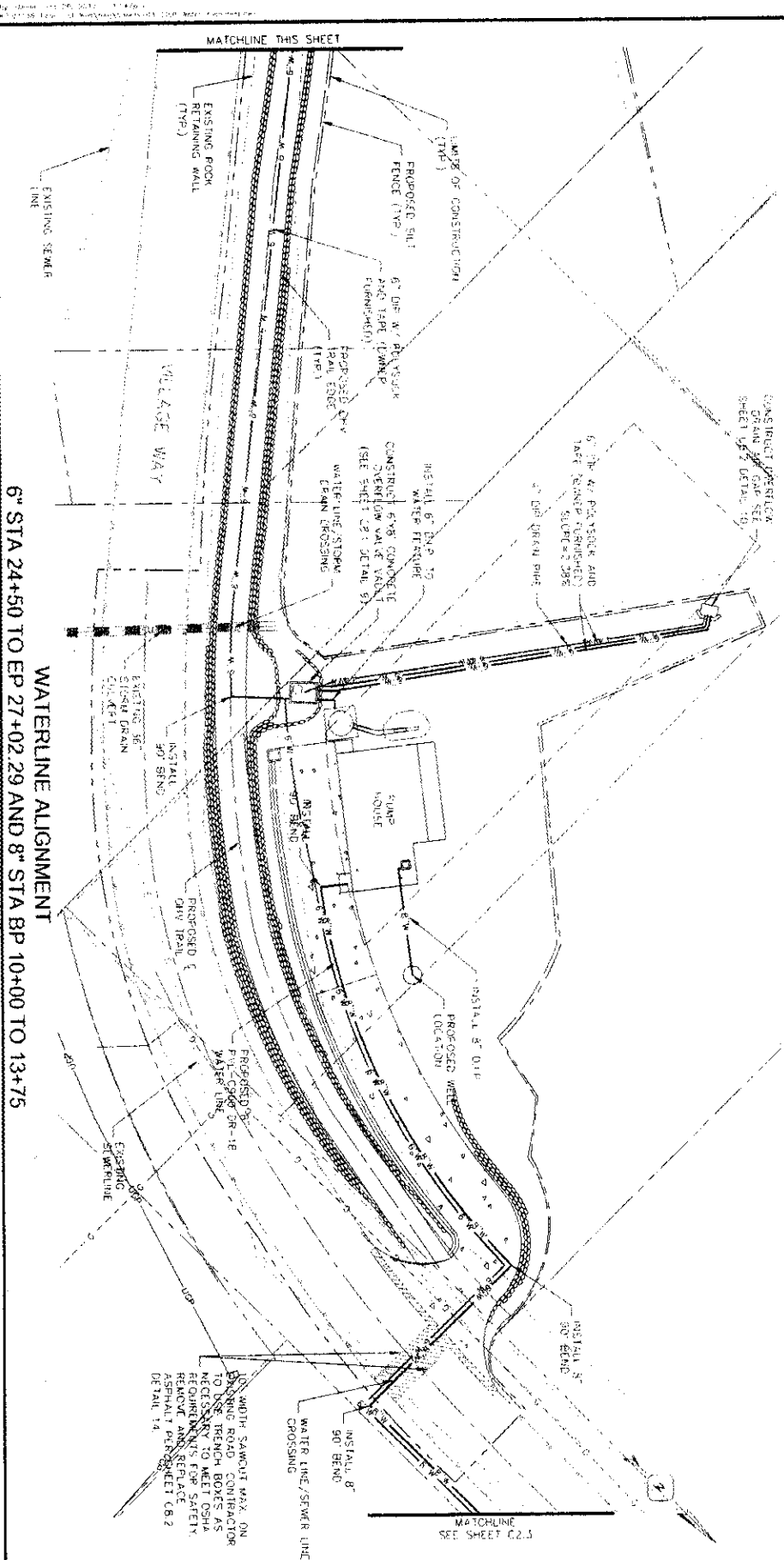
BEAR FLAT WELL PUMP HOUSE

WATERLINE ALIGNMENT

NO.	DATE	REVISION

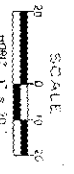


6" WATERLINE STA 20+00 TO 24+50



6" STA 24+50 TO EP 27+02.29 AND 8" STA BP 10+00 TO 13+75

WATERLINE ALIGNMENT

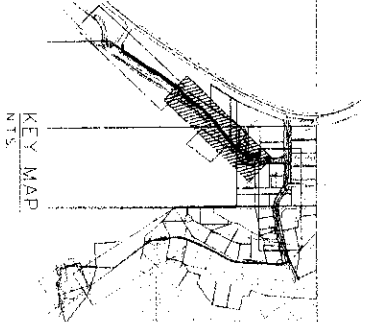


LEGEND

PR CONTOUR MAJOR	3750
PR CONTOUR MINOR	3700
PR CHY TRAIL	---
EX CONTOUR MAJOR	3750
EX CONTOUR MINOR	3700
EX EDGE OF ASPHALT	---
EX SEWER LINE	---
LIMITS OF CONSTRUCTION	---

CONSTRUCTION NOTES

1. PRECAST THURSTEN BLOCKING SHALL BE USED IN THIS PROJECT AT ALL FITTINGS ALONG WITH RESTRAINED JOINTS PER MANUFACTURER'S RECOMMENDATION BASED ON ANY USE OF THURSTEN BLOCKS.
2. CONTRACTOR SHALL MAINTAIN 7" OF COVER OVER ALL WATERLINES UNLESS SPECIFICALLY CALLED OUT BY ENGINEER.
3. CONTRACTOR SHALL MAINTAIN ALL FIRE SIZES AND ELEVATIONS PER LOCAL COMMUNITY AND DESIGNATORS.
4. ALL DISPOSED CONTRACTOR SHALL PROVIDE THE ENGINEER IMMEDIATELY ALL ROWS AND PROPERTY LINES ARE APPROXIMATE AND WILL BE VERIFIED BY OWNER PRIOR TO CONSTRUCTION STAKING. CONTRACTOR SHALL FIELD VERIFY ALL ROWS, PROPERTY LINES, AND THE WATER LINE ALIGNMENT PRIOR TO ANY CONSTRUCTION ACTIVITIES.
5. CONTRACTOR TO CONSTRUCT WATERLINE FROM EXISTING TRENCH AND SOIL RETAINING WALL.
6. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY EXISTING UTILITIES NOT SHOWN ON PLANS STAKING SHOWN ON THIS SHEET REPRESENTS THE PROPOSED WATERLINES.
7. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.
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9. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.
10. CONTRACTOR SHALL BE AWARE THAT ALL UTILITY LOCATIONS ARE SHOWN TO THE BEST OF OUR KNOWLEDGE AND ARE APPROXIMATE.



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BRIAN HEAD TOWN
 BRIAN HEAD, IRON COUNTY, UTAH
 BEAR FLAT WELL PUMP HOUSE
 WATERLINE ALIGNMENT

NO.	DATE	REVISION
1	6/12/11	REV PER ADDENDUM #1