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Cash

WHEN RECORDED RETURN TO:

South Central Utah Telephone
P.O. Box 432
Panguitch, Utah 84759

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14

00626615

B: 1232 P: 1138 Fee \$13.00
Debbie B. Johnson, Iron County Recorder Page 1 of 2
02/23/2012 10:44:01 AM By SOUTH CENTRAL UTAH TELEPHONE

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Brian Head Resorts, Ltd.** ("Grantor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto **South Central Utah Telephone Association, Inc.** ("Grantee"), and to its successors and assigns, an easement 10 feet in width, 5 feet on each side of the centerline across Grantor's property beginning at a point on the eastern right-of-way boundary of State Route 143 which is N 1172 feet W 248 feet, from the Southwest Corner of the Northwest $\frac{1}{4}$ of Section 35, Township 35 South, Range 9 West, more or less, and running thence E19°N, 25 feet, thence N22°E, 184 feet more or less, to the property boundary, the entire easement being located within the area of the existing PacifiCorp, Inc. easement, which real property is situated in the County of Iron, State of Utah, and is more particularly described as follows (the "Real Property"):

Parcel # C-1120-0000-0000 – Southeast $\frac{1}{4}$ Southeast $\frac{1}{4}$ of Section 24, Northeast $\frac{1}{4}$ Northeast $\frac{1}{4}$, Northeast $\frac{1}{4}$ Northwest $\frac{1}{4}$, South $\frac{1}{2}$ Northeast $\frac{1}{4}$, South $\frac{1}{2}$ of Section 25, Northeast $\frac{1}{4}$ Southeast $\frac{1}{4}$ of Section 26, East $\frac{1}{2}$, South $\frac{1}{2}$ Northwest $\frac{1}{4}$ of Section 35, Township 35 South, Range 9 West, Salt Lake Base & Meridian.

This easement is granted for the ingress, egress and construction of a telephone line system above the Real Property including, but not limited to, wires, down guys, and other facilities and appurtenances thereto (collectively, the "Telephone Line System"). This easement is also granted for ingress and egress on the Real Property from time to time to inspect, maintain, repair, and replace the Telephone Line System, and for the right to cut, trim, or otherwise control the growth of trees and shrubbery within the easement that may interfere with or threaten to endanger the operation and maintenance of said Telephone Line System.

Grantee agrees to defend, indemnify and hold harmless Grantor and its heirs, successors, assigns, employees and agents from any claim, loss, liability or expense of any nature incurred in connection with any activities of the Grantee, or any other person or entity, during the term of this easement or related to the use of said easement. This indemnification shall cover all acts and omissions of any party relating in any way to this easement. The parties stipulate and agree that Grantor has no duty or obligation of any kind in relation to the easement, and thus shall have no liability in relation thereto. This indemnification shall include all costs, attorney's fees and expenses incurred by Grantor in defending any and all claims.

Grantor agrees that all wires, telephone equipment, and all other facilities and appurtenances installed on the Real Property at Grantee's expense shall remain the property of Grantee, and shall be removable at the option of Grantee. Such rights shall be reasonably exercised, and Grantee shall be liable for any damage done by it to the above-described Real Property.

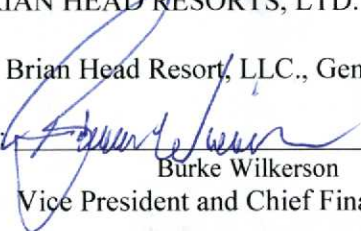
Grantor agrees that non-use of the rights granted to Grantee hereunder for any period of time shall not constitute abandonment of any such rights.

Grantor reserves the right to occupy and use said Real Property for any and all purposes not inconsistent with the rights herein granted.

DATED this 31st day of January, 2012.

BRIAN HEAD RESORTS, LTD.

By Brian Head Resort, LLC., General Partner

By  _____
Burke Wilkerson

Its: Vice President and Chief Financial Officer

STATE OF UTAH)
 : ss.
COUNTY OF IRON)

On the 31st day of January 2012, personally appeared before me Burke Wilkerson, the duly authorized Vice President and Chief Financial Officer of Brian Head Resort, LLC who acknowledged to me that he executed the foregoing instrument on behalf of Brian Head Resorts, Ltd.



Notary Public 

00626615

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