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04/10/96 4:09 PM 35.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
PARSONS, BEHLE & LATIMER
PO BOX 11898 SLC, 84147-0898
REC BY: V ASHBY , DEPUTY - WI

When Recorded, Return to:
Keith E. Taylor
Parsons Behle & Latimer
P.O. Box 45898
Salt Lake City, Utah 84145-0898

AGREEMENT

6327417
Solitude Ski Corporation, L & L Ski Corporation, Bravo Ski Corporation, dba Solitude Ski Resort Company (hereinafter collectively called "Solitude") and Harris and Arlene Bradshaw, E.B. Conder, Bruce and Susan Plott, Graham and Donna Doxey, Richard and Bonnie Knudson, Jack and Geraldene Stevens and Keith E. Taylor (hereinafter collectively called "Owners"), hereby enter into this Agreement as of the first day of April, 1996.

RECITALS

1. This Agreement involves "Giles Flat" also known as the "Giles Flat Tract", situated in Big Cottonwood Canyon, Salt Lake County, part of the N.E. 1/4 Sec. 27, T.2S., R.3E., more particularly described as follows:

Beginning at a point which is 179.05 feet S. 23°22' W. from the NW corner of the northeast quarter of the northeast quarter of Sec. 27, T.2 S, R.3 E., SLB&M, said corner being west 19.84 chains from the northeast corner of Sec. 27, T.2 S., R.3 E., SLB&M, thence south 48°17' E., 1500.0 ft., thence S. 29°08' W. 614.7 ft., thence N. 48° 17' W. 1500 ft., thence N. 29°08' E. 614.7 ft. to the point of beginning.

2. The property described in the next preceding paragraph initially was owned by a single owner. Over the years, the property has been sub-divided through various conveyances for single-family dwellings. Owners have title to lots in the above-described property which front upon Forest Service property on the

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south and are south of the present course of Big Cottonwood Creek as now situated.

3. Owners' title to the Giles Flat tract contain no recorded rights-of-way giving access to or egress from their respective properties. However, they claim by rights of prescription and by rights of easements by necessity access to their respective properties over a public roadway which has accommodated vehicular traffic, including automobiles and trucks, moving either up or down the canyon which has been in open and in continuous use for many decades. None of the Owners has sought through any legal proceeding to have their rights therein determined judicially and their title therein to be quieted.

4. Over the past several years Solitude, with the consent of the Owners, has done two things regarding the historical claims of prescriptive and necessity easements of Owners:

- a. Moved the historical roadway in a northerly direction so that it abuts the southerly edge of their respective properties; and
- b. Replaced the historical upstream bridge across Cottonwood Creek.

Neither of these actions of Solitude has interfered with the historically claimed rights of Owners to access to their respective properties.

5. Solitude now desires to construct buildings and other improvements upon the property described above which would block upstream access to Owners' respective properties.

6. Owners do not object to terminating their claimed prescriptive and necessity rights to upstream access, provided that they obtain recorded, enforceable access rights from downstream.

7. In an attempt to provide alternative enforceable access to the properties of Owners, Solitude informally has agreed as follows, with respect to the following described portion of the property, which it now owns:

Beginning at a point which is 179.05 ft. S. 23°22' W., and 75.0 S. 48°17' E. from the northwest corner of the northeast quarter of the northeast quarter of Sec. 27, T. 2S., R. 3 E., SLB&M, said corner being west 19.84 chains from the northeast corner of Sec. 27, T. 2 S., R. 3 E., SLB&M, thence S. 48°17' E. 75.0 ft., thence S. 29°08' W. 614.7 ft., thence N. 48°17' W. 75.0 ft., thence N. 29°08' E. 614.7 ft. to the point of beginning.

a. To deed to Owners and record non-exclusive easements for access to their respective properties;

b. To construct a bridge across Big Cottonwood Creek which would be adequate in size and strength to accommodate traffic historically utilized by the general public and the Owners for transit up and down Big Cottonwood Canyon; and

c. In lieu of (a) and (b) herein to obtain an appurtenant permanent easement, use permit or license for Owners over the road which will be subject to the conditional use permit described in paragraph 9 below.

8. If and when Solitude performs the acts described in the next preceding paragraph, Owners agree that their claimed upstream prescriptive and necessity easement rights shall terminate.

9. Since Solitude, to this date, has not been able to deed to Owners such access rights-of-way or to construct said bridge, Solitude and Owners have agreed jointly to petition the United States Forest Service for a conditional use permit for non-exclusive use by Owners over the existing road crossing Cottonwood Creek near the lower Solitude parking lot as presently situated and traversing upstream and providing access to the properties of Owners, said conditional use permit to remain in full force and effect until the alternative downstream access described in paragraph 7 above has been provided by Solitude. When and if the Forest Service issues such conditional use permit, the upstream claimed prescriptive and necessity easements of Owners shall terminate. The Forest Service has not issued any such conditional use permit.

10. Solitude now desires to embark upon a construction program, the effect of which will be to permanently cut off upstream access over Owners' claimed prescriptive and necessity easements. Owners are willing to relinquish their rights thereto, but only if the alternative access described above is provided.

11. Solitude and the Owners are signing this Agreement to preserve the status quo and to avoid litigation at this time to determine the validity of the owners' claimed rights of access and to reserve their rights to initiate such litigation in the future if the same becomes necessary.

AGREEMENT

Pursuant to the recitations stated above, the mutual promises of the parties set forth herein and other and sufficient consideration, the receipt and adequacy of which is acknowledged by all parties hereto, the parties agree as follows:

1. Solitude and Owners shall mutually cooperate to seek from the Forest Service the conditional use permit to the Owners which is described above. In the event that the conditional use permit, or the permanent appurtenant easement, license or use permit described above in paragraph 7 c, is issued by the Forest Service to Owners as provided above, the Owners agree to relinquish their claim to rights to prescriptive and necessity easements for upstream access to their respective properties.

2. Solitude agrees that as soon as practicable, it will either convey to Owners access rights-of-way and will construct the bridge over Cottonwood Creek, providing practical access, equivalent to historical access, to Owners at the earliest practicable date, or obtain the Forest Service permanent appurtenant easement, license or use permit described above in paragraph 7 c.

3. Owners agree that when and if Solitude accomplishes the acts contemplated by the next preceding paragraph, their respective claimed rights to upstream prescriptive and necessity rights-of-way shall, upon the Owners' execution of a mutually acceptable termination agreement, be extinguished and Owners shall quit claim to Solitude these claimed rights therein.

4. During the term of this Agreement, Owners shall refrain from initiating litigation against Solitude to determine

the validity of their claimed existing rights of access and to quiet title thereto, but specifically reserving their right to do so after the termination of this Agreement if Solitude fails to perform its obligations hereunder.

5. Solitude agrees that in any future litigation initiated by Owners to determine the validity of their claimed rights of access or to quiet title thereto, it will not claim that Owners have waived their rights to initiate such an action by reason of their failure to initiate an action before commencement of the construction work by Solitude which closed upstream access.

6. This Agreement shall terminate on the earlier of the two dates set forth below:

a. Six (6) months after one of the parties hereto gives written notice to the other that it intends to terminate this Agreement; or

b. Twenty (20) years from and after the death of each of the Owners, their respective children now living and their respective grandchildren now living.

7. It is understood that if Solitude performs its duties hereunder, it will have no other obligation to the Owners regarding access to their properties situated on the south side of the present course of Big Cottonwood Creek as now situated.

8. This Agreement shall be governed by the laws of the State of Utah and may be signed in counterparts by the respective parties hereto.

SIGNED AND SEALED as of the 1st day of April, 1996.

SOLITUDE SKI RESORT COMPANY,
L & L Ski Corporation,
Bravo Ski Corporation,

By: *Gary DeSeelhorst*
Gary DeSeelhorst, President

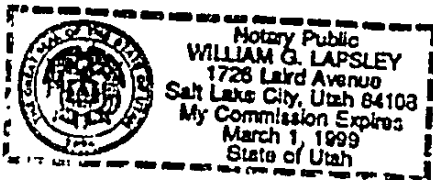
The undersigned hereby acknowledges and affirms to the below named notary public that (1) he appeared before such notary public, holds the position or title set forth above, and, on behalf of the above named corporations by proper authority, either executed the foregoing document before such notary public or acknowledged to such notary public that the undersigned executed the foregoing document, and that (2) the foregoing document was the act of such corporations for the purpose stated in it.

Gary DeSeelhorst
Gary DeSeelhorst

STATE OF UTAH

COUNTY OF *Salt Lake*) : ss.

The foregoing instrument was acknowledged before me this *3rd* day of April, 1996, by Gary DeSeelhorst, the President of Solitude Ski Resort Company, L & L Ski Corporation and Bravo Ski Corporation.



William G. Lapsley
NOTARY PUBLIC
Residing at: *Salt Lake City, Utah*

My Commission Expires:

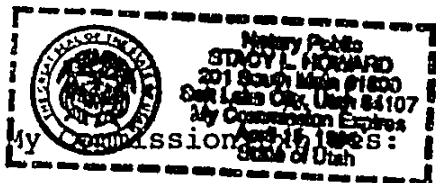
March 1, 1999

Harris Bradshaw
Harris Bradshaw

Arlene Bradshaw
Arlene Bradshaw

STATE OF UTAH)
COUNTY OF Salt Lake) : SS.

The foregoing instrument was acknowledged before me this 27th day of April, 1996, by Harris and Arlene Bradshaw.
March



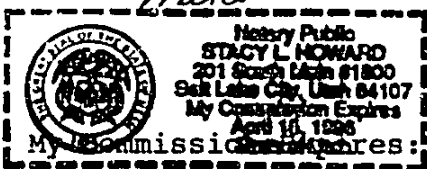
Stacy L. Howard
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

4/15/96

E. B. Conder
E.B. Conder

STATE OF UTAH)
COUNTY OF Salt Lake) : SS.

The foregoing instrument was acknowledged before me this 27th day of April, 1996, by E.B. Conder.
March



Stacy L. Howard
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

4/15/96


Bruce Plott
Bruce Plott

Susan Plott

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 10th day of April, 1996, by Bruce and Susan Plott.

Catherine J. Martin
NOTARY PUBLIC
Residing at: Salt Lake County Utah

My Commission Expires:
 NOTARY PUBLIC
Catherine J. Martin
201 South Main St. #300
Salt Lake City, Utah 84147
My Commission Expires
December 4, 1997
STATE OF UTAH

Graham Doxey

Donna Doxey

STATE OF UTAH)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ___ day of April, 1996, by Graham and Donna Doxey.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

Bruce Plott

Susan Plott
Susan Plott

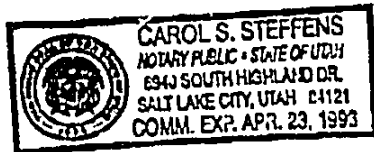
COPY
CO. RECORDER

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 10th day of April, 1996, by Bruce and Susan Plott.

for Susan Plott only
Carol S. Steffens
NOTARY PUBLIC
Residing at: Salt Lake City, Utah
Expires 4-23-96.

My Commission Expires:



Graham Doxey

Donna Doxey

STATE OF UTAH)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of April, 1996, by Graham and Donna Doxey.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

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Bruce Plott

Susan Plott

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of April, 1996, by Bruce and Susan Plott.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

COPY
CO. RECORDER

Graham Doxey

Graham Doxey

Donna Doxey

Donna Doxey

JAPAN
CITY OF TOKYO
EMBASSY OF THE UNITED STATES OF AMERICA } ss:
STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 4th day of April, 1996, by Graham and Donna Doxey.

NOTARY PUBLIC
Residing at: _____
Philip A. Mia
Consul of the United States of America
Fully commissioned and qualified

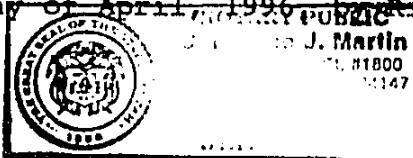
My Commission Expires:

Richard C. Knudson
Richard Knudson

Bonnie Knudson
Bonnie Knudson

STATE OF UTAH)
COUNTY OF Salt Lake) : ss.

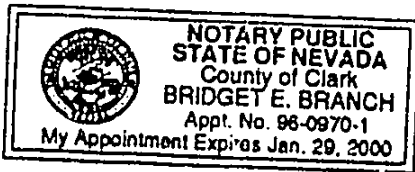
The foregoing instrument was acknowledged before me this 3rd day of ~~April~~ March, 1996, by Richard and Bonnie Knudson.



Catherine J. Martin
NOTARY PUBLIC
Residing at: Salt Lake County Utah

My Commission Expires:

1-29-2000



Jack Stevens
Jack Stevens

Geraldean Stevens
Geraldean Stevens

STATE OF UTAH)
COUNTY OF Clark) : ss.

The foregoing instrument was acknowledged before me this 23rd day of ~~April~~ March, 1996, by Jack and Geraldean Stevens.

Bridget E. Branch
NOTARY PUBLIC
Residing at: NV, NV

My Commission Expires:

Keith E. Taylor
Keith E. Taylor

STATE OF UTAH)
COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this ___ day of April, 1996, by Keith E. Taylor.

Catherine J. Martin
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:

