

WHEN RECORDED, MAIL TO:

Brian Head Acquisition Partners, LLC
c/o Kevan D. Acord, P.A.
15700 College Blvd., Suite 100
Lenexa, Kansas 66219

00637775

B: 1255 P: 88 Fee \$16.00
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ASSIGNMENT AND ASSUMPTION OF EASEMENT DEED

This ASSIGNMENT AND ASSUMPTION OF EASEMENT DEED (this “**Assignment**”) is entered into as of this 19th day of December, 2012 (the “**Effective Date**”), by and between M. NEAL ECKARD, RECEIVER FOR BRIAN HEAD SKI, LTD., a Utah limited partnership, (“**Assignor**”) as authorized by that certain court order of Findings of Fact, Conclusions of Law, and Order Approving Sale of Assets entered July 27, 2012 in the matter entitled *Zions First National Bank v. Brian Head Ski, LTD., et al.*, Case No. 120902245 pending before the Third Judicial District Court in and for the State of Utah, and BRIAN HEAD ACQUISITION PARTNERS, LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

A. Brian Head Ski, LTD. is a party to that certain Easement Deed dated January 6, 2005, with Griffin Holdings, LC, a Utah limited liability company, and recorded on January 7, 2005, as Entry No. 00496527, Book 00958, Pages 00296-00299 in the Iron County Recorder’s Office, (the “**Easement Deed**”). Pursuant to the Easement Deed, Brian Head Ski, LTD. received in its favor by conveyance a perpetual easement, right of way and right on, over, under, above and across that property located in Section 1, Township 36 South, Range 9 West, SLBM, in Brian Head, Iron County, Utah, and more particularly described on **Exhibit A**, for those certain purposes and rights as more particularly described in the Easement Deed.

B. Pursuant to that certain Asset Purchase Agreement, dated as of July 17, 2012, between Assignor and Assignee (as may have been amended from time to time, the “**Agreement**”), Assignor is, simultaneously with the execution of this Assignment, transferring to Assignee all of its right, title and interest in certain real property benefitted by the Easement Deed (the “**Property Transfer**”) under the terms and conditions more fully set forth in the Agreement.

C. In connection with the Property Transfer, Assignor desires to assign, transfer, give and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s interest, in and to the Easement Deed.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

ASSIGNMENT AND ASSUMPTION

1. Incorporation. The recitals set forth are hereby incorporated herein and made a part hereof.

2. Assignment and Assumption. Effective as of the date hereof and to the extent assignable, Assignor hereby assigns, transfers, sets over and conveys to Assignee, and Assignee hereby accepts all of the Assignor's right, title and interest in and to the Easement Deed and hereby assumes all Assignor's covenants, duties and obligations under the Easement Deed and agrees to be bound by all of the terms, conditions, and provisions of such Easement Deed.

3. Disclaimer. ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND IN CONNECTION WITH THIS ASSIGNMENT AND HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES. ASSIGNEE RELIES ON ITS OWN DUE DILIGENCE EFFORTS IN DETERMINING WHETHER OR NOT TO CONSUMMATE THIS ASSIGNMENT AND ACKNOWLEDGES THAT THE EASEMENT DEED IS BEING ASSIGNED STRICTLY ON AN "AS IS" AND "WHERE IS" BASIS WITHOUT WARRANTY OF ANY KIND.

4. Miscellaneous. Assignor and Assignee shall execute all instruments and documents and take all actions as may be reasonably required to effectuate this Assignment. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment shall be governed and construed in accordance with the laws of the State of Utah.

5. Counterpart Signatures. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. This Assignment may be executed by facsimile signature or other electronic transmission such as via email and such signatures shall constitute an original signature for all purposes.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

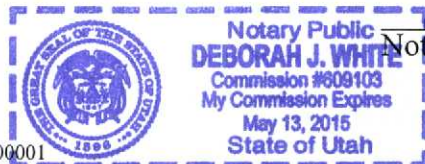
ASSIGNOR:

[Handwritten Signature]

M. Neal Eckard, solely in his capacity as Receiver for
BRIAN HEAD SKI, LTD., a Utah limited partnership

STATE OF Utah
COUNTY OF Salt Lake SS.

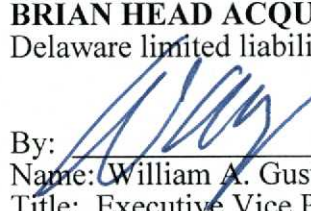
Acknowledged before me on the 18th day of December, 2012, by M. Neal Eckard, solely in his capacity as Receiver for BRIAN HEAD SKI, LTD., a Utah limited partnership.



[Handwritten Signature]
Notary Public

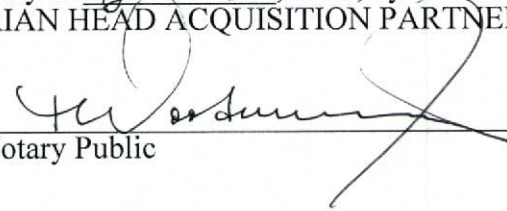
ASSIGNEE:

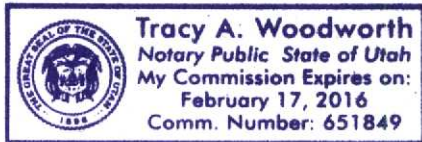
BRIAN HEAD ACQUISITION PARTNERS, LLC, a
Delaware limited liability company

By: 
Name: William A. Gustafson
Title: Executive Vice President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

Acknowledged before me on the 18 day of December, 2012, by William A. Gustafson, the Executive Vice President of BRIAN HEAD ACQUISITION PARTNERS, LLC, a Delaware limited liability company.


Notary Public



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Exhibit A
(Legal Description of Easement)

That certain real property located in Iron County, Utah, particularly described as follows:

BEGINNING AT A GLO BRASS CAP DATED 1924, SAID POINT BEING THE
NORTHEAST CORNER OF SECTION 1, TOWNSHIP 36 SOUTH, RANGE 9 WEST, SALT
LAKE BASE AND MERIDIAN, AND RUNNING, THENCE SOUTH 00°11'40" WEST
142.24 FEET ALONG THE SECTION LINE; THENCE NORTH 31°55'24" WEST 165.38
FEET TO THE SECTION LINE; THENCE NORTH 88°46'36" EAST 87.95 FEET ALONG
THE SECTION LINE TO THE POINT OF BEGINNING.

A - 1164

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