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WHEN RECORDED, MAIL TO:

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

00637780

B: 1255 P: 110 Fee \$18.00  
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ASSIGNMENT AND ASSUMPTION OF EASEMENTS

This ASSIGNMENT AND ASSUMPTION OF EASEMENTS (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 Special Warranty Deed dated May 21, 1992, with Brian Head North Condominium Development Corporation, a Utah corporation, and recorded on May 21, 1992, as Entry No. 0316393, Book 0451, Pages 0456-0471 in the Iron County Recorder's Office, (the "Deed"). As part of the Deed, Brian Head Ski, LTD. received by conveyance certain easements running in its favor (collectively, the "Easements"), which are more particularly described on **Exhibit A** and which Easements are located on and across certain real property located in Iron County, Utah.

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 Easements conveyed in the 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 Easements conveyed in the 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 Easements conveyed in the Deed and hereby assumes all Assignor's covenants, duties and obligations under the Easements conveyed in the Deed and agrees to be bound by all of the terms, conditions, and provisions of such Deed.

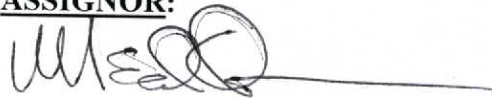
3. Disclaimer. ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND IN CONNECTION WITH THIS ASSIGNMENT AND HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES. ASSIGNEE RELIES ON ITS OWN DUE DILIGENCE EFFORTS IN DETERMINING WHETHER OR NOT TO CONSUMMATE THIS ASSIGNMENT AND ACKNOWLEDGES THAT THE EASEMENTS ARE 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.

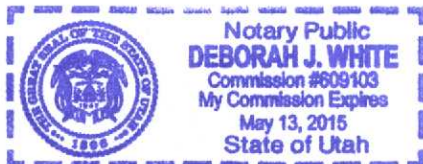
**ASSIGNOR:**



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 18<sup>th</sup> day of December, 2012, by M. Neal Eckard, solely in his capacity as Receiver for BRIAN HEAD SKI, LTD., a Utah limited partnership.



Deborah J. White  
Notary Public

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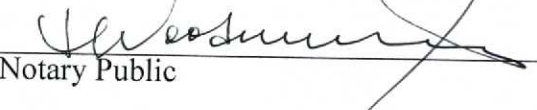
**ASSIGNEE:**

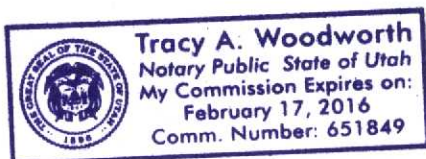
**BRIAN HEAD ACQUISITION PARTNERS, LLC**, a  
Delaware limited liability company

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 Easements)

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

Easement 1:

An access easement over the following property: The North 66 feet of Lot 12, Section 2, Township 36 South, Range 9 West, Salt Lake Base and Meridian, lying West of and providing access to Highway U-143 and the North 66 feet of the East 726 feet of Lot 9, Section 3, Township 36 South, Range 9 West, Salt Lake Base and Meridian.

Easement 2:

A 66 foot wide non-exclusive easement for ingress and egress, the centerline of which begins at a point which lies North  $64^{\circ}22'57''$  West a distance of 33 feet from the Southwest corner of Lot 1, Block 2, Navajo Ridge Subdivision, and which extends in a Southerly direction parallel to and 33 feet perpendicular from the following described line:

Beginning at the Southwest corner of said Lot 1, Block 2, thence South  $25^{\circ}37'07''$  West 68.26 feet; thence Southerly along the arc of a curve to the right, radius point for said curve bears South  $64^{\circ}22'57''$  East 656.69 feet, a distance of 31.75 feet; thence Southerly along the arc of a curve to the right, radius point for said curve bears South  $80^{\circ}52'57''$  \_\_\_\_, 659.69 feet, a distance of 157.36 feet; thence South  $9^{\circ}07'03''$  West 277.36 feet; thence North  $64^{\circ}22'57''$  West, a distance of 33 feet and a point which makes the Southerly end of the easement.

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