

**When Recorded Return To:**

**Ballard Spahr Andrews & Ingersoll, LLP**  
201 South Main Street, Suite 600  
Salt Lake City, Utah 84111  
Attention: Steven D. Peterson

**Grantee's Address:**  
Sugarbowl Associates, L.L.C.  
5288 South Havenwood Lane  
Holladay, Utah 84117

00714879 Bk01655 Pg00023-00045  
ALAN SPRIGGS, SUMMIT CO RECORDER  
2004 OCT 25 16:03 PM FEE \$77.00 BY GGB  
REQUEST: U S TITLE OF UTAH

Space above for County Recorder's Use

[PARCEL I.D. # PP-75-D]

PP-75-E

PP-74-4

**EXHIBIT "H"**

**GRANT OF EASEMENT  
(UTILITY IMPROVEMENTS)**

THIS GRANT OF EASEMENT (UTILITY IMPROVEMENTS) ("Agreement") is granted, made and entered into as of this 16 day of September, 2004, by and among Wolf Mountain Resorts, L.C., a Utah limited liability company, of P. O. Box 980903, Park City, Utah 84098 ("Wolf Mountain"); ASCU Utah, Inc., a Maine corporation, d/b/a The Canyons, of 4000 The Canyons Resort Drive, Park City, Utah 84098 ("ASCU"); Gerald M. Friedman ("Friedman"); and Sugarbowl Associates, L.L.C., a Utah limited liability company, of 5288 South Havenwood Lane, Holladay, Utah 84117 ("Sugarbowl") (Friedman and Sugarbowl are together referred to herein as the "Grantee").

**RECITALS**

A. ASCU leases certain real property from Wolf Mountain and is the lessee (in part), owner (in part), operator and developer of The Canyons resort located in Summit County, State of Utah (the "Grantor Property"). Grantee is the owner and developer of certain real property located adjacent to a portion of the Grantor Property, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Grantee Property").

B. ASCU and Grantee entered into that certain Amended and Restated Owner Agreement dated effective as of September 10, 2004 ("Amended Agreement"), specifying ASCU's duties to perform various obligations, including obtaining the grant of certain easements to Grantee.

C. Grantee desires certain easements for the operation, maintenance, service, repair, improvement, replacement and access to the storm drain and sanitary sewer line ("Utility Improvements") constructed by ASCU at its sole cost and expense and located at the lateral

location across the Grantor Property in order to provide such utility services for the benefit of the Grantee Property and also including all necessary fixtures, lines, equipment, all catch basins, grates and receivers, and all other facilities necessary for the reasonable use thereof and any and all improvements thereto. In accordance with the Amended Agreement and subject to the terms and conditions of this Agreement, Wolf Mountain has agreed to grant and convey to Grantee a perpetual utilities access easement over that portion of the Grantor Property described and depicted in Exhibit "B" attached hereto and incorporated herein for purposes of access to the Utility Improvements. The real property subject to the easement is referred to in this Agreement as the "Easement Property" and the rights and interests therein granted to Grantee are collectively referred to as the "Easement."

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars paid by Grantee to Wolf Mountain, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Wolf Mountain, ASCU and Grantee hereby agree as follows:

1. Grant of Easement. Subject to the terms and conditions set forth in this Agreement, Wolf Mountain hereby grants and conveys to Grantee a perpetual nonexclusive easement and right-of-way over, across, through, under and to the Easement Property for the construction, operation, maintenance, service, repair, improvement, replacement and access to the Utility Improvements, free and clear of all liens and encumbrances, subject only to those certain permitted exceptions described in Exhibit "C" attached hereto and incorporated herein by this reference. Wolf Mountain and ASCU agree that their ownership and leasehold interests, respectively, in and to the Easement Property, as well as any and all additional grants of Easements with respect to the Easement Property will be subject to the terms and conditions hereof.

2. Easement Appurtenant to the Grantee Property. The Easement shall be appurtenant to and run with the land and constitute a portion of the Grantee Property and each part thereof. The Easement shall be for the use and benefit of the following parties ("Benefited Parties"): (a) Grantee and its respective successors and assigns; (b) all tenants, subtenants, guests, employees, contractors, agents, customers, invitees and concessionaires of Grantee; and (c) any owners' associations that may be formed in connection with the development of the Grantee Property, and all owners in connection with and members of any such associations. Grantee shall have the right to transfer the easements to utility service providers, in gross, to facilitate delivery of utility services, subject to the consent of Wolf Mountain which will not be unreasonably withheld. Wolf Mountain shall not withhold its consent to any transfer to a public or quasi-public utility services company and shall not withhold its consent to any utility service provider which also provides utility services to Wolf Mountain.

3. Grantee's Use of Easement Property. Grantee and the Benefited Parties shall have the right and easement, in common with others, to utilize the Easement Property for the limited purposes stated in this Agreement. Grantee shall have a right of ingress and egress to and from the Easement Property across those certain portions of real property owned or leased by Wolf Mountain and ASCU, respectively, or any of their respective affiliates that are contiguous to the Easement Property and which are reasonably required to gain access to the Easement Property;

provided that such access shall not materially adversely impact the use, development, or ownership of such contiguous property. Provided, however, Wolf Mountain, for itself, its successors and assigns, reserve the right to construct improvements on any and all such property at its sole discretion and without the consent of Grantee so long as Grantee has reasonable access to the Easement Property in order to use the Easement in accordance with the provisions of this Agreement.

4. Wolf Mountain's Reservation of Rights. Subject to the terms and provisions hereof, Wolf Mountain reserves unto itself forever, the right to cross over or under the Easement Property, to place or grant other easements along, across, or under the Easement Property, and to otherwise make improvements to the Easement Property, so long as such other uses and improvements do not materially impair or diminish Grantee's or the Benefited Parties' use of the Easement Property for the purposes herein granted.

5. Wolf Mountain's or ASCU's Installation of Utilities. If Wolf Mountain or ASCU shall install any other utilities within the Easement Property, then Wolf Mountain or ASCU, as appropriate (depending on the party doing such work), shall restore the Easement Property to the condition it was in prior to installation of such utilities.

6. Covenants to Run With the Land. The Easement and the rights related thereto shall constitute covenants running with the land, and shall burden the Easement Property as the servient estate, and benefit the Grantee Property, and only the Grantee Property, as the dominant estate, and shall be binding upon Wolf Mountain, its successors, assigns, and any person acquiring, leasing, or otherwise owning an interest in the Easement Property.

7. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Property to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

8. Notice. Any notice, demand, or other communication which either party is required or desires to give to the other shall be made in compliance with the provisions of the Amended Agreement.

9. No Relationship. The parties hereto do not, by this Agreement nor by any parties' acts, become principal and agent, limited or general partners, joint ventures or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

10. Waiver of Claims. ASCU is a party to this Agreement for the purpose of consenting, as a lessee to the Easement Property, to the granting of the easement contained in paragraph 1 above, and to acknowledge its obligations with respect to paragraph 5 above. Notwithstanding anything in this Agreement to the contrary, it is the agreement of the parties that Wolf Mountain shall not be responsible for any obligations of ASCU as set forth in paragraph 5 above or in any way under the Amended Agreement, and Grantee and ASCU each hereby expressly waives the right to bring a claim against, releases and covenants not to sue, Wolf Mountain for a breach by ASCU of its obligations as set forth in paragraph 5 above or in any way under the Amended Agreement. Notwithstanding anything in the preceding sentence to the contrary, ASCU does not waive the right to bring a claim against, or sue, Wolf Mountain for any breach by ASCU of its obligations under this Agreement or the Amended Agreement, to the extent caused by a breach by

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Wolf Mountain of its obligations, as landlord, under its lease agreement with ASCU or of its obligations under any other written agreement with ASCU. The parties acknowledge and agree that Wolf Mountain is no no way a party to the Amended Agreement.

It is further understood and agreed by the parties that notwithstanding anything to the contrary contained herein, in no event shall Wolf Mountain, its successors or assigns, ever be liable or obligated in any to the Grantee or any other party for the improvement of or construction of any of the infrastructure on or relating to the Easement or Easement Property, including, without limitation, those obligations under the Amended Agreement. In the event that ASCU fails to perform its obligations timely under the Amended Agreement or any other agreements with Grantee, and Wolf Mountain elects to provide such infrastructure on the Easement Property, any obligations relating to the sharing of the costs of such infrastructure shall be subject to the mutual written agreement of Wolf Mountain and ASCU.

11. Cooperation. The parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to the parties' use of the Easement Property.

12. No Waiver. Failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

13. Costs and Expenses and Remedies Upon Breach. In the event of a breach in any of the covenants or agreements contained herein by Grantee or ASCU only, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Notwithstanding anything in the foregoing sentence to the contrary, in any action brought by or against Wolf Mountain arising from an alleged breach of this Agreement, the prevailing party shall have no right to recover costs or expenses, including attorneys fees. ASCU and Grantee acknowledge that in the event of any default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting party. Accordingly, the parties agree that such non-breaching party is entitled to appropriate equitable remedies in the event of any such default.

14. Authority. The undersigned represent and warrant that each of them has been duly authorized by all necessary corporate or company action, as appropriate, to execute this Agreement for and on behalf of the respective parties. Wolf Mountain, ASCU, Friedman, and Sugarbowl each specifically represent and warrant that no other parties are required to join or execute this Agreement to validate this Agreement and the licenses, covenants, restrictions and undertaking of this Agreement. The undersigned further represent and warrant that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective parties, enforceable in accordance with its terms.

15. Enforcement. Each party shall have the full power and authority to enforce compliance with this Agreement in any manner provided for in law or in equity, including without limitation, the right to bring an action for damages, to enjoin the violation, or specifically enforce the provisions of this Agreement.

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16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns. At such time as Grantee no longer owns the Grantee Property, or in the event of Grantee's transfer of title or interest to any specific portions thereof to a third-party purchaser, all of the owners of Grantee Property and any owners' associations that may be created to manage Grantee Property shall assume automatically the benefits of and be responsible for all of Grantee's rights, covenants, benefits, responsibilities and duties in connection with this Agreement, and Grantee shall be relieved from and after the date of such transfer of all liability as respects Grantee's obligations, if any, thereafter to be performed. The obligations contained in this Agreement, if any, to be performed by Grantee, shall, subject as aforesaid, be binding upon Grantee's successors and assigns, only during their respective periods of ownership.

17. Interpretation. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

18. Duration and Amendment. This Agreement and the Easement shall be perpetual. Notwithstanding anything within this Agreement to the contrary, the parties may terminate this Agreement only by a written notice of termination executed by the parties, and recorded in the Office of the Summit County Recorder, Utah. The parties may amend this Agreement only by a written instrument executed by the parties, and recorded in the Office of the Summit County Recorder, Utah.

19. Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. Counterparts. This Agreement may be executed in one or more counterparts, which together shall constitute the Agreement.

21. Applicable Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

22. Recitals Incorporated. The Recitals set forth above are true and correct and are incorporated herein by this reference.

23. Rights of Wolf Mountain's and ASCU's Subsequent Mortgagees. All mortgages, trust deeds and other liens and encumbrances attaching to or otherwise affecting the Easement Property, as well as the interests of Wolf Mountain and ASCU, and their respective affiliates, successors or assigns, or their interests in the Easement Property either now or in the future, shall be subordinate and junior in priority to, and shall not be deemed or interpreted to encumber any of Grantee's easements, rights or interests as set forth in this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**WOLF MOUNTAIN:**

WOLF MOUNTAIN RESORTS, L.C.,  
a Utah limited liability company

By: Michael A. Scher  
Its: Managing Member

**GRANTEE:**

SUGARBOWL ASSOCIATES, LLC, a Utah  
limited liability company

By: Walter J. Plumb, III  
Walter J. Plumb, III  
Manager

By: Ronald A. Ferrin  
Ronald A. Ferrin  
Manager

\_\_\_\_\_  
Gerald M. Friedman

**ASCU:**

ASCU UTAH, INC., a Maine Corporation,  
d/b/a The Canyons

By: Timothy C. Van  
Its: Vice President

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**WOLF MOUNTAIN:**

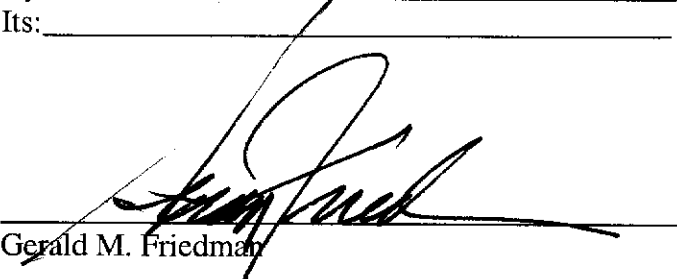
WOLF MOUNTAIN RESORTS, L.C.,  
a Utah limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**GRANTEE:**

SUGARBOWL ASSOCIATES, LLC, a Utah  
limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

  
\_\_\_\_\_  
Gerald M. Friedman

**ASCU:**

ASCU UTAH, INC., a Maine Corporation,  
d/b/a The Canyons

By: \_\_\_\_\_  
Its: \_\_\_\_\_

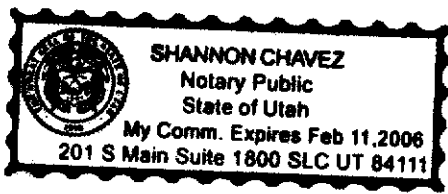
**BK1655 PG0029**

STATE OF Utah )  
:SS.  
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September 2004, by Michael Baker, the Managing Member of WOLF MOUNTAIN RESORTS, L.C., a Utah limited liability company.

Shannon Chavez  
NOTARY PUBLIC  
Residing at: Salt Lake City, UT

My Commission Expires:  
2/11/06

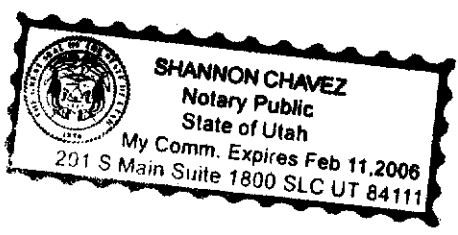


STATE OF Utah )  
:SS.  
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September 2004, by Jim Ketter, the Vice President of ASCU UTAH, INC., a Maine corporation, d/b/a The Canyons.

Shannon Chavez  
NOTARY PUBLIC  
Residing at: Salt Lake City, UT

My Commission Expires:  
2/11/06



~~STATE OF \_\_\_\_\_ )  
:SS.  
COUNTY OF \_\_\_\_\_ )~~

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STATE OF CALIFORNIA )  
:SS.  
COUNTY OF LOS ANGELES )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of SEPT., 2004, by Gerald M. Friedman.

Shirley S. Wawee  
NOTARY PUBLIC  
Residing at: Los Angeles, CA.

My Commission Expires:  
July 19, 2007

STATE OF \_\_\_\_\_ )  
:SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_, the \_\_\_\_\_ of SUGARBOWL ASSOCIATES, L.L.C., a Utah limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

BK1655 PG0031

STATE OF \_\_\_\_\_ )  
:SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by Gerald M. Friedman.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

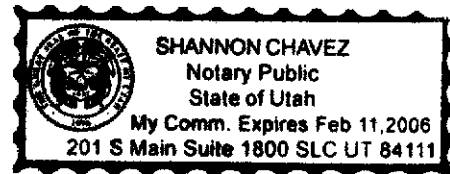
My Commission Expires:  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September 2004, by Walter J. Plunk, the Manager of SUGARBOWL ASSOCIATES, L.L.C., a Utah limited liability company.

Shannon Chavez  
NOTARY PUBLIC  
Residing at: Salt Lake City, UT

My Commission Expires:  
2/11/06

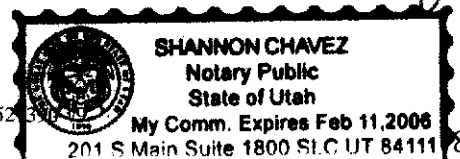


STATE OF Utah )  
:SS.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September 2004, by Ronald A. Feppin, the Manager of SUGARBOWL ASSOCIATES, L.L.C., a Utah limited liability company.

Shannon Chavez  
NOTARY PUBLIC  
Residing at: Salt Lake City, UT

My Commission Expires:  
2/11/06



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**ASCU LENDER CONSENT AND SUBORDINATION AGREEMENT**

General Electric Capital Corporation, whose address is 120 Long Ridge Road, 3<sup>rd</sup> Floor, Stamford, Connecticut 06927 ("Lender") is the beneficiary under that certain Deed of Trust, Assignment of Leases, Rents and Revenues, and Fixture Filing, dated February 14, 2003, executed by ASC Utah, Inc. ("ASCU"), with First American Title Insurance Company, as trustee, which was recorded on February 27, 2003, in the Office of the Summit County, Utah Recorder as Entry No.649559, in Book 01514, Page 1553 (the "Trust Deed"), which encumbers ASCU's leasehold interest in the "Easement Property" as is more particularly described on "Exhibit A" attached hereto and granted in that certain Grant of Easement (Utility Improvements) recorded October 25, 2004 in the Official Records of Summit County, Utah (the "Official Records") as Entry No. 71487, in Book 1655 at Page 23 (the "Easement"). Pursuant to this ASCU Lender Consent and Subordination Agreement ("Consent") Lender acknowledges that the Easement Property and the improvements thereon will be substantially benefited from the granting of the above Easement.

NOW, THEREFORE, as the holder of an interest in all or a portion of the Easement Property, Lender hereby (a) consents to the Easement; (b) consents to the recordation of the Easement in the Official Records, and (c) acknowledges that its interest in the Easement Property shall be subject and subordinate to the provisions of the Easement, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Easement in the Official Records. Notwithstanding the above, nothing in this Consent shall be construed to impose on the undersigned any personal obligation created by the Easement, regardless of whether the undersigned later acquires any interest to the property burdened by the Easement through foreclosure or otherwise (a "Title Acquisition"). This Consent shall terminate and shall be without further force and effect upon the earlier of: (a) payment in full of the obligations secured by the Trust Deed, or (b) the undersigned's sale or transfer, following a Title Acquisition, of its interest in the Easement Property.

IN WITNESS WHEREOF, Lender executes this Lender Consent and Subordination Agreement as of the day and year first above written.

**LENDER:**  
General Electric Capital Corporation

By: Jennifer Lane  
Its: Senior Risk Manager

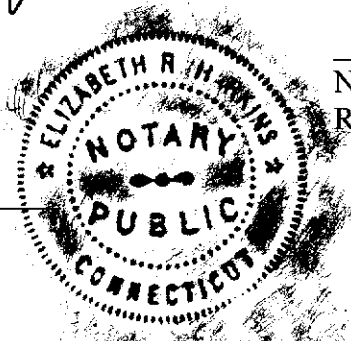
STATE OF Connecticut

COUNTY OF Fairfield )  
:ss.

The foregoing instrument was acknowledged before me this 15 day of October, 2004, by Jennifer Lane, the Senior Risk Manager of General Electric Corporation,

Elizabeth R. Harkin  
NOTARY PUBLIC  
Residing at: Old Greenwich, Connecticut

My Commission Expires:  
5-31-2007



BK1655 PG0033

**EXHIBIT A  
TO  
ASCU LENDER CONSENT AND SUBORDINATION AGREEMENT**

Legal Description Of Easement Property

Commencing at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, a found brass cap, (basis of bearing being S.89°59'43"E., a distance of 2667.10 feet along the section line from the said south quarter corner to the southeast corner of said section 36, a found brass cap); thence along said section line, S.89°59'43"E., a distance of 690.04 feet; thence leaving said section line, North, a distance of 284.14 feet to the POINT OF BEGINNING; said point also being on the northeasterly right of way line of High Mountain Road Extension and the beginning of a curve to the left, of which the radius point lies S.45°45'11"W., a radial distance of 225.00 feet; thence northwesterly along the arc of said curve and said right of way, through a central angle of 12°38'16", a distance of 49.63 feet; thence continuing along said right of way, N.56°53'05"W., a distance of 106.33 feet; thence leaving said right of way, N.74°48'35"E., a distance of 27.40 feet; thence S.51°40'35"E., a distance of 94.39 feet; thence S.76°56'53"E., a distance of 32.47 feet; thence N.68°39'46"E., a distance of 55.91 feet; thence N.61°39'29"E., a distance of 213.12 feet; thence S.28°20'31"E., a distance of 47.56 feet; thence S.18°41'28"W., a distance of 32.06 feet; thence N.71°18'32"W., a distance of 46.29 feet; thence S.67°46'12"W., a distance of 80.15 feet; thence S.61°39'29"W., a distance of 80.06 feet; thence S.68°39'46"W., a distance of 73.28 feet to the POINT OF BEGINNING.

Containing 11,845.38 square feet or 0.2719 acres, more or less.

BK1655 PC0034

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF GRANTEE PROPERTY**

**PARCEL 1:**

Commencing at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, a found brass cap, (Basis of bearing being S.89°59'43" E. a distance of 2667.10 feet along the section line from the said south quarter corner to the southeast corner of said Section 36, a found brass cap) thence along said section line, S.89 59'43"E., a distance of 91.60 feet; thence leaving said section line North, a distance of 113.25 feet to a point on the easterly right-of-way line of Sundial Road, said point being the TRUE POINT OF BEGINNING; said point also being the beginning of a curve to the left, of which the radius point lies S.78°08'52"W., a radial distance of 325.00 feet; thence northerly along the arc of said right-of-way and said curve, through a central angle of 02°20'54", a distance of 13.32 feet; thence continuing along said right-of-way N.14°12'02"W., a distance of 100.44 feet to a point of curve to the right having a radius of 525.00 feet and a central angle of 04°02'18"; thence northerly along the arc of said curve and said right-of-way a distance of 37.00 feet; thence leaving said easterly right-of-way N.48°47'00"E., a distance of 70.04 feet; thence N.03°47'00"E., a distance of 55.00 feet; thence N.48°7'00"E., a distance of 300.60 feet to the westerly right-of-way line of said Sundial Road, said point being the point of curve of a non tangent curve to the left, of which the radius point lies N.73°40'29"E., a radial distance of 275.00 feet; thence southeasterly along the arc of said curve and said right-of-way, through a central angle of 24°46'18", a distance of 118.90 feet; thence leaving said right-of-way S.12°31'12"W., a distance of 26.62 feet; thence S.35°20'43"E., a distance of 17.34 feet; thence S.48°47'00"W., a distance of 171.00 feet; thence S.03°47'00"W., a distance of 36.00 feet; thence S.48°47'00"W., a distance of 233.00 feet; thence N.86°13'00"W., a distance of 1.65 feet to the POINT OF BEGINNING. Containing 1.450 acres, more or less.

Parcel I.D. No. \_\_\_\_\_

**PARCEL 2:**

Commencing at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian. a found brass cap, (Basis of bearing being S.89°59'43" E. a distance of 2667.10 feet along the section line from the said south quarter corner to the southeast corner of said Section 36, a found brass cap) thence along said section line, S.89°59'43"E., a distance of 338.14 feet; thence leaving said section line North, a distance of 60.37 feet to the POINT OF BEGINNING; thence N.05°45'00"W., a distance of 207.00 feet; thence N.84°15'00"E., a distance of 93.87 feet; thence S.36°29'52"E., a distance of 4.03 feet; thence S.04°54'58"E., a distance of 203.56 feet; thence S.84°15'00"W., a

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distance of 92.971 feet to the POINT OF BEGINNING. Containing 19,553 square feet, more or less.

Parcel I.D. No. \_\_\_\_\_

PARCEL 3 (Set forth as Parcel 6 on the Realigned Owner Property Map, dated April, 17 2003.):

Commencing at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, a found brass cap, (Basis of bearing being S.89°59'43" E. a distance of 2667.10 feet along the section line from the said south quarter corner to the southeast corner of said Section 36, a found brass cap), thence along said section line, S.89°59'43"E., a distance of 56.15 feet; thence leaving said section line North, a distance of 259.76 feet to right-of-way line of Sundial Road, said point being the TRUE POINT OF BEGINNING; said point also being the beginning of a curve to the right, of which the radius point lies N.79°50'16"E., a radial distance of 525.00 feet; thence northerly along the arc of said curve and said right-of-way, through a central angle of 13°34'17", a distance of 124.35 feet; thence continuing along said right-of-way the following courses: N.03°24'33"E., a distance of 108.66 feet to a point of curve to the left having a radius of 1,225.00 feet and a central angle of 03°53'24"; thence northerly along the arc a distance of 83.17 feet; thence N.00°28'51"W., a distance of 107.83 feet to a point of curve to the right having a radius of 275.00 feet and a central angle of 60°47'42"; thence northeasterly along the arc a distance of 291.80 feet to a point of compound curve to the right having a radius of 110.00 feet and a central angle of 91°25'52"; thence easterly along the arc, a distance of 175.54 feet to a point of compound curve to the right having a radius of 150.00 feet and a central angle of 52°21'44"; thence southerly along the arc, a distance of 137.08 feet to a point of reverse curve to the left having a radius of 275.00 feet and a central angle of 40°25'58"; thence southerly along the arc, a distance of 194.06 feet; thence leaving said right-of-way S.48°47'00"W., a distance of 300.60 feet; thence S.03°47'00"W., a distance of 55.00 feet; thence S.48°47'00"W., a distance of 70.04 feet to the POINT OF BEGINNING. Containing 3.09 acres, more or less.

Parcel I.D. No. \_\_\_\_\_

PARCEL 4 (Set forth as Parcel 7 on the Realigned Owner Property Map, dated April, 17 2003.):

Commencing at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, a found brass cap, (Basis of bearing being S.89°59'43" E. a distance of 2667.10 feet along the section line from the said south quarter corner to the southeast corner of said Section 36, a found brass cap), thence along said section line, S.89°59'43"E., a distance of 97.81 feet; thence leaving said section line North, a distance of 24.99 feet to the easterly right-of-way line of Sundial Road, said point being the TRUE POINT OF BEGINNING; said point also being the beginning of a curve to the left, of which the radius point lies N.86°12'17"W., a radial distance of 325.00 feet; thence northerly along the arc of said curve and said right-of-way line, through a central angle of 15°38'52",

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a distance of 88.76 feet; thence leaving said right-of-way line S.86°13'00"E., a distance of 1.65 feet; thence N.48°47'00"E., a distance of 233.00 feet; thence N03°47'00"E., a distance of 36.00 feet; thence N.48°47'00"E., a distance of 171.00 feet; thence S.35°20'43"E., a distance of 60.21 feet; thence S.46°03'44"W., a distance of 73.34 feet; thence S.36°29'52"E., a distance of 53.22 feet; thence S.04°54'58"E., a distance of 264.34 feet; thence N.87°18'35"W., a distance of 338.41 feet to the POINT OF BEGINNING.

Less and excepting the following description:

Commencing at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, a found brass cap. (Basis of bearing being S.89°59'43" E. a distance of 2667.10 feet along the section line from the said south quarter corner to the southeast corner of said Section 36, a found brass cap) thence along said section line, S.89°59'43"E., a distance of 338.14 feet; thence leaving said section line North, a distance of 60.37 feet to the POINT OF BEGINNING; thence N.05°45'00"W., a distance of 207.00 feet; thence N.84°15'00"E., a distance of 93.87 feet; thence S.36°29'52"E., a distance of 4.03 feet; thence S.04°54'58"E., a distance of 203.56 feet; thence S.84°15'00"W., a distance of 92.971 feet to the POINT OF BEGINNING.

Containing 1.435 acres, more or less.

Parcel I.D. No. \_\_\_\_\_

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**EXHIBIT "B"**

**THE LATERAL EASEMENT PROPERTY**

Commencing at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, a found brass cap, (basis of bearing being S.89°59'43"E., a distance of 2667.10 feet along the section line from the said south quarter corner to the southeast corner of said section 36, a found brass cap); thence along said section line, S.89°59'43"E., a distance of 690.04 feet; thence leaving said section line, North, a distance of 284.14 feet to the POINT OF BEGINNING; said point also being on the northeasterly right of way line of High Mountain Road Extension and the beginning of a curve to the left, of which the radius point lies S.45°45'11"W., a radial distance of 225.00 feet; thence northwesterly along the arc of said curve and said right of way, through a central angle of 12°38'16", a distance of 49.63 feet; thence continuing along said right of way, N.56°53'05"W., a distance of 106.33 feet; thence leaving said right of way, N.74°48'35"E., a distance of 27.40 feet; thence S.51°40'35"E., a distance of 94.39 feet; thence S.76°56'53"E., a distance of 32.47 feet; thence N.68°39'46"E., a distance of 55.91 feet; thence N.61°39'29"E., a distance of 213.12 feet; thence S.28°20'31"E., a distance of 47.56 feet; thence S.18°41'28"W., a distance of 32.06 feet; thence N.71°18'32"W., a distance of 46.29 feet; thence S.67°46'12"W., a distance of 80.15 feet; thence S.61°39'29"W., a distance of 80.06 feet; thence S.68°39'46"W., a distance of 73.28 feet to the POINT OF BEGINNING.

Containing 11,845.38 square feet or 0.2719 acres, more or less.

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## EXHIBIT "C"

### PERMITTED EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary line, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claim; reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. Property taxes for the year 2004. Tax ID No. PP-73-B-3, PP-2-C-1, PP-2-D-2, PP-2-E, PP-2-E-2, PP-75-C, PP-75-D, PP-75-E, PP-75-4, PP-75-5, PP-75-K, PP-75-L, PP-75-A-4, and PP-75-A-1-A.
9. The property described herein is located within the boundaries of Weber Basin Water Conservancy District, and is subject to any and all charges and assessments thereof.
10. The property described herein is located within the boundaries of Snyderville Basin Water Reclamation District, and is subject to any and all charges and assessments thereof.
11. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
12. The property described herein is located within the boundaries of Summit County Special Service District No. 1, and is subject to any and all charges and assessments thereof.
13. The property described herein is located within the bounds of Summit County Special Service District No. 7 and is subject to the charges and assessments thereof.

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14. The property described herein is located within the bounds of Kimball Area Transportation Special Service District and is subject to the charges and assessments thereof.
15. Subject to the rights of Weber Basin Water Conservancy District under any outstanding contract and/or agreement therein.
16. Mineral and other reservations in that certain Quit-Claim Deed, issued by Producers Livestock Loan Company formerly Wasatch Livestock Loan Company and recorded December 19, 1960 as Entry No. 92597 in Book I of Quit-Claim Deeds at Page 443 of Official Records.
17. The terms and conditions of that certain Easement Agreement, by and between Timber Wolf Development, L.C.; Wolf Mountain Resorts, L.C. and Joseph Cox an Don M. Muller and Carolyn K. Muller, Trustees for the Muller Trust; and recorded July 11, 1996 as Entry No. 457965 in Gook 977 at Page 455 of Official Records. See said document for full particulars.

By virtue of that certain Partial Release and Termination of Easement Agreement, recorded November 26, 2001 as Entry No. 604339 in Book 1413 at page 1212 of Official Records; some of the parties to said Agreement released and terminated their rights and interest under said agreement.

By Virtue of that certain Easement Termination Agreement, recorded August 10, 2004 as Entry No. 707124 in Book 1639 at page 572 of Official Records; some of the parties to said Agreement released and terminated their rights and interest under said agreement.

18. Development Agreement for The Canyons Specially Planned Area (SPA), recorded July 28, 1998 as Entry No. 513500 in Book 1168 at Page 82 of Official Records, but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

An Ordinance Amending The Canyons SPA Rezone Ordinance and Development Agreement was recorded November 24, 1999 as Entry No. 553904 in Book 1297 at page 364 of Official Records.

Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded November 24, 1999 as Entry No. 553911 in Book 1297 at Page 405 of Official Records.

19. The limitations, covenants, conditions, restrictions, exceptions, easements, terms and liens contained within that certain The Canyons Resort Village Agreement recorded December 15, 1999 as Entry No. 555285 in Book 1300 at Page 1 of Official Records, but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

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First Amendment to the The Canyons Resort Village Management Agreement, recorded December 17, 1999 as Entry No. 555434 in Book 1300 at Page 668 of Official Records.

Second Amendment to the The Canyons Resort Village Management Agreement, recorded January 11, 2000 as Entry No. 556961 in Book 1303 at Page 296 of Official Records.

Third Amendment to the The Canyons Resort Village Management Agreement, recorded January 31, 2000 as Entry No. 558232 in Book 1305 at Page 719 of Official Records.

20. A Deed of Trust by and between ASC Utah, Inc., a Maine corporation as Trustor in favor of First American Title Insurance Company as Trustee and General Electric Corporation as Beneficiary, to secure an original indebtedness of \$91,500,000.00 and any other amounts or obligations secured thereby, dated February 14, 2003 and recorded February 27, 2003 as Entry No. 549559 in Book 1514 at Page 1553 of Official Records.

A document recorded June 25, 2003 as Entry No. 663174 in Book 1545 at Page 1302 of Official Records provides that the Deed of trust or the obligation secured thereby has been modified.

A document recorded May 28, 2004 as Entry No. 699698 in Book 1624 at Page 101 of Official Records provides that the Deed of trust or the obligation secured thereby has been modified.

A Substitution of Trustee dated June 20, 2003 and recorded June 25, 2003 as Entry No. 663172 in Book 1545 at Page 1277 of Official Records, wherein U.S. Title of Utah, Inc., was substituted as Trustee under said Deed of Trust.

21. A UCC-1 Financing Statement recorded March 14, 2003 as Entry No. 651177 in Book 1518 at Page 854 of Official Records, and executed by ASC Utah, Inc., as Debtor, in favor of General Electric Capital Corporation, as Secured Party.

22. An Easement, for the erection and continued maintenance of electric transmission and distribution circuits and telephone circuits, together with the necessary appurtenant structures and rights of ingress and egress, and incidental purposes, as granted to Utah Power & Light Company in the document recorded May 21, 1960 as Entry No. 109220 in Book M-21 at page 290 of Official Records; and being more particularly described below:

Said easement affects a strip of land, width not disclosed, along a line described as follows:

Beginning at the West boundary line of the Grantors' land at a point 1330 feet North, more or less, from the Southwest Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence East 25 feet, more or less, to an existing transmission line and being in Lot 4 of said Section 31.

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Also, beginning at the East boundary line of the Grantors' land at a point 4 feet North, more or less, from the South one Quarter Corner of Section 36, Township 1 South, Range

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3 East, Salt Lake Base and Meridian; thence West 1340 feet, more or less, to the West boundary line of said land and being in the Southeast Quarter of the Southwest Quarter of said Section 36.

Also, one guy anchor located on the Grantors' land at a point 1330 feet North and 640 feet East, more or less, from the South one Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian and being the the Southwest Quarter of the Southeast Quarter of said Section 36

23. An Easement, for the erection and continued maintenance of electric transmission and distribution circuits and telephone circuits, together with the necessary appurtenant structures and rights of ingress and egress, and incidental purposes, as granted to Utah Power & Light Company in the document recorded May 21, 1969 as Entry No. 109222 in Book M-21 at page 292 of Official Records; and being more particularly described below:

Beginning at the East boundary line of the Grantors' land at a point 4 feet North and 1350 feet East, more or less, from the Southwest Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence West 6430 feet, more or less; thence North 1106 feet; thence North 54°25' West 2197 feet on said land and being in the Southwest Quarter of the Southwest Quarter of said Section 36, the South Half of the South Half and the Northwest Quarter of the Southwest Quarter of Section 35 and the East Half of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 34, Township and Range aforesaid.

24. An Easement, for the erection and continued maintenance of electric transmission and distribution circuits and telephone circuits, together with the necessary appurtenant structures and rights of ingress and egress, and incidental purposes, as granted to Utah Power & Light Company in the document recorded May 21, 1960 as Entry No. 109225 in Book M-21 at page 295 of Official Records; and being more particularly described below:

Beginning at the West boundary line of the Grantors' land at a point 4 feet North, more or less, from the South one Quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence East 330 feet, more or less, to the East boundary of said land.

Beginning at the West boundary line of the Grantors' land at a point 4 feet North and 330 feet East from the South one Quarter of Section 6, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence East 310 feet, more or less, thence North 45°00' East 33 feet, more or less, to the East boundary line of said land.

25. Subject to all matters regarding easements and rights of way, as contained in that certain Judgement of Stipulation recorded July 26, 1971 as Entry No. 113601 in Book M-32 at page 269 of Official Records.

The easements set forth in said Judgement are more particularly described as follows:

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It is further ordered that Parcels 7X, 7, 8 and 9 and other properties shall be served by an easement not less than fifty (50) feet in total width for ingress, egress and utilities (underground only), as generally located in accordance with the delineation in yellow ink as shown on the Exhibit A of the Stipulation of the parties, such easement to commence at the Westerly terminus of Major Drive as depicted on Park City West Plat No. 2, a recorded subdivision, thence running South and Southwesterly twenty-five (25) feet on each side of the center line thereof, terminating at the Southeast corner of Parcel 7X.

It is further ordered that Parcels 6 and 10 shall be served by a similar easement for ingress, egress and utilities (underground only), located generally in accordance with the delineation set forth in Exhibit A of the Stipulation of the parties, commencing at the Westerly terminus of Major Drive, running thence along the existing cut and fill site in a Northwesterly direction to the area within the Southeast corner of Parcel 10, and continued in a Westerly direction to the West boundary of Parcel 10.

It is further ordered that Parcel 10 as depicted on Exhibit A of the Stipulation of the parties and heretofore confirmed to plaintiff is, and shall be during the ski season, subject to an easement and right of way for the operation and use of its ski runs and slopes by the defendant Ski Park City West, Inc., as used in the past and as presently located. Said right of way may be used for utilities.

26. An Easement, for the repair, maintenance and operation of sewers, pipes and appurtenances thereto, and incidental purposes, as granted to Snyderville Basin Sewer Improvement District in the document recorded September 4, 1984 as Entry No. 224669 in Book 313 at page 190 of Official Records; and being more particularly described below:

A 20 foot easement lying 10 feet on each side of the following described centerline:

Beginning at a point which is North along the Section line 947.58 feet and West 2027.23 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence North  $00^{\circ}20'33''$  East 358.10 feet; thence North  $89^{\circ}53'26''$  East 451.0 feet; thence North  $89^{\circ}56'26''$  East 427.30 feet; thence North  $89^{\circ}45'26''$  East 211.30 feet; thence North  $18^{\circ}20'26''$  East 202.40 feet; thence North  $19^{\circ}14'26''$  East 118.50 feet; thence North  $49^{\circ}01'26''$  East 170.90 feet; thence North  $68^{\circ}20'26''$  East 163.30; thence North  $58^{\circ}38'26''$  East 237.30 feet to reference point A; thence North  $79^{\circ}57'26''$  East 275.50 feet; thence North  $32^{\circ}37'26''$  East 94.50 feet to reference point B; thence North  $00^{\circ}4'34''$  West 402.60 feet; thence North  $89^{\circ}55'26''$  East 245.60 feet; thence North  $89^{\circ}52'26''$  East 249.40 feet; thence South  $59^{\circ}59'34''$  East 327.60 feet to reference point C; thence North  $89^{\circ}53'26''$  East 389.56 feet; thence South  $79^{\circ}44'34''$  East to the West Right of Way line of the Utah State Road 224.

A 20 foot wide easement lying 10 feet on each side of the following described centerline:

Beginning at point A referenced in the description above which point is North 1907.10 feet and West 330.58 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence South  $39^{\circ}52'34''$  East 213.20 feet.

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A 20 foot wide easement lying 10 feet on each side of the following described centerline:

Beginning at point B referenced above which point is North 2034.73 feet and West 8.35 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 37°40'14" East 301.40 feet; thence South 00°47'34" East 399.60 feet; thence South 73°59'26" West 328.20 feet; thence North 89°56'34" West 254.00 feet; thence North 89°58'34" West 387.90 feet; thence North 89°39'34" West 140.80 feet.

A 20 foot wide easement lying 10 feet on each side of the following described centerline:

Beginning at reference point C above, which point is North 2274.37 feet and East 769.80 feet from the Southwest Corner of 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 68°55'26" West 258.00 feet to reference point D; thence North 58°08'34" West 85.00 feet; thence South 45°36'26" West 295.00 feet; thence South 01°49'26" West 166.60 feet.

A 20 foot wide easement lying 10 feet on each side of the following described centerline:

Beginning at reference point D described above which point is North 2181.59 feet and East 529.06 feet from the Southwest Corner of 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 7°41'34" East 234.10 feet.

A portion of said easement was vacated by a Vacation of Easement recorded September 10, 1998 as Entry No. 517339 in Book 1181 at page 278 of Official Records.

27. A Right of Way and Easement, to lay, maintain and operate pipes, pipe lines, valves, valve boxes and other gas transmission and distribution facilities, and incidental purposes, as granted to Questar Gas Company in the document recorded December 29, 1998 as Entry No. 526248 in Book 1215 at page 559 of Official Records; and being more particularly described below:

Affecting a strip of land, eight feet on each side of the centerlines shown on the plat attached thereto, designated as Exhibit "A" and made a part thereof.

28. A non-exclusive easement granted to Grand Summit Resort Properties, Inc., for construction, ingress and egress and installing utility lines; subject to the terms and conditions contained therein; in the Easement Agreement recorded December 31, 1998 as Entry No. 526558 in Book 1217 at page 152 of Official Records.

First Amendment to Easement Agreement recorded December 31, 2000 as Entry No. 558228 in Book 1305 at page 695 of Official Records.

The interest of Grand Summit Resort Properties, Inc., a Maine corporation, in and to said Easement Agreement has been assigned to The Canyons Resort Village Management Association, a Utah nonprofit corporation by that certain Assignment of Easement recorded January 31, 2000 as Entry No. 558230 in Book 1305 at page 706 of Official Records.

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29. A non-exclusive easement granted to American Skiing Company Resort Properties, Inc. for construction, ingress and egress and installing utility lines; subject to the terms and conditions contained therein; in the Easement Agreement recorded April 30, 1999 as Entry No. 537596 in Book 1253 at page 245 of Official Records.

First Amendment to Easement Agreement recorded December 20, 1999 as Entry No. 555579 in Book 1300 at page 1067 of Official Records.

The interest of American Skiing Company Resort Properties in and to said easement has been assigned to The Canyons Resort Village Management Association, Inc., a Utah nonprofit corporation, as disclosed by the certain Assignment of Easement recorded December 20, 1999 as Entry No. 555580 in Book 1300 at page 1074 of Official Records.

30. A non-exclusive easement granted to American Skiing Company Resort Properties, Inc. for construction, ingress and egress and installing utility lines; subject to the terms and conditions contained therein; in the Easement Agreement recorded April 30, 1999 as Entry No. 537597 in Book 1253 at page 252 of Official Records.
31. An Easement, which affects the property shown on the map attached thereto and made a part thereof, for the construction, operation and maintenance of sewers and pipes, a right of access, and incidental purposes, as granted to Snyderville Basin Sewer Sewer Improvement District, in the document recorded September 7, 2000 as Entry No. 572430 in Book 1332 at page 1301 of Official Records.
32. An easement, which is made subject to the terms, covenants and provisions of that certain Grant of Easement, executed by and between Wolf Mountain Resorts, L.C., a Utah limited liability company and ASC Utah, Inc., a Maine corporation and The Canyons Resort Village Association, Inc., a Utah non-profit corporation and recorded May 24, 2001 as Entry No. 589737 in Book 1372 at page 1195 of Official Records.

By virtue of that certain Collateral Assignment of Easement Rights, dated May 8, 2001 and recorded May 24, 2001 as Entry No. 589696 in Book 1372 at page 1026 of Official Records; The Canyons Resort Village Management Association, a Utah non-profit corporation assigned their interest in and to the Grant of Easement to Bombardier Capital, Inc., a Massachusetts corporation.

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