

INDEXED: _____
GRANTED: _____
CITY: _____
RECORD: _____
ABSTRACTED: _____
FILED: _____

5-7856
AGREEMENT

Entry No.	230175
REQUEST OF	WESTERN STATES TITLE
FEE	ALAN SPRIGGS, SUMMIT CO. CLERK
\$ 10.00	By Susan Johnson
RECORDED	2-1-85 at 3:12 PM

This Agreement is made and entered into this 20th day of January, 1985 by and between Snyderville Basin Sewer Improvement District, a political subdivision of the State of Utah, duly organized and acting pursuant to the provisions of Title 17, Chapter 6, Utah Code Annotated 1953, as amended (hereinafter designated "District"), and Deer Valley Resort Company, a Utah limited partnership (hereinafter designated "Deer Valley").

WITNESSETH

WHEREAS, pursuant to that certain document entitled "Grant of Easement", dated November 25, 1981, executed by Deer Valley and recorded as Entry No. 192162 in Book M-221, page 822, Records of Summit County, Utah, a copy of which is attached hereto as Exhibit A and by this reference is made a part hereof, Deer Valley granted an easement as described in said Grant of Easement to District (hereinafter designated the "Easement"); and

WHEREAS, District desires to relinquish and release its interest in the Easement under the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

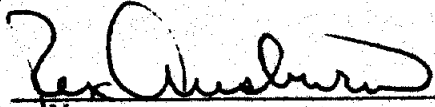
1. District will, concurrently herewith, execute and deliver to Deer Valley a Relinquishment substantially in the form of Exhibit B attached hereto and by this reference made a part hereof.
2. Any sewer lines and pipes located within the property which is subject to the Easement are or will become, upon the execution hereof, the sole property of Deer Valley.
3. Deer Valley will be responsible for all routine maintenance of any such sewer lines or pipes located within the property which is subject to the Easement; provided, however, that in the event of any blockage or other unusual problem associated with the use and operation of such sewer lines or pipes located within the property which is subject to the

Easement, District will assist Deer Valley with any replacement, repair and/or maintenance necessary to correct such blockage or other unusual problem.

4. This Agreement is and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees.

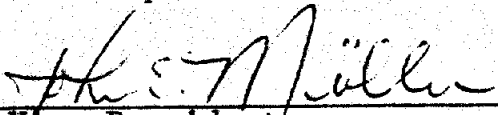
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Snyderville Basin Sewer
Improvement District

By 
Its Manager

Deer Valley Resort Company

By Royal Street of Utah, its
General Partner

By 
Its Vice President

DUO 330 Pmt 249

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EXHIBIT A

Recorded at Request of _____
at _____ M Fee P _____
by _____ Dep. Tax _____ Address _____
Mail tax notice to _____ Ref.: _____

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING UNSATISFACTORY IN THIS
DOCUMENT WHEN RECEIVED.

(PRINT OR TYPE NAME)

DEER VALLEY RESORT COMPANY, a Utah limited partnership,
with its principal office at Park City, of County of Summit,
State of Utah, Grantor, hereby CONVEYS AND WARRANTS to SNYDERVILLE BASIN SEWER
IMPROVEMENT DISTRICT, Grantee, its successors and assigns, of Summit County,
Utah for the sum of Ten Dollars and Other Good and Valuable Consideration, the
right, privilege and authority to construct, operate, replace, repair and main-
tain sewers and pipes including all necessary fixtures under, across and upon
the following described real estate owned by Grantor situated in the County of
Summit, State of Utah: A non-exclusive utility sewer easement over a strip of
ground 20 feet in width, being 10 feet on each side of the following described
centerline, for Silver Lake Day Center, of said centerline being more particularly
described as follows:

Beginning at a point which is South 697.06 feet and East 877.69 feet from the
Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base
and Meridian, said point also being on the Southerly right-of-way line of the
proposed Silver Lake East Road; thence South 16° 11' 33" East 311.29 feet; thence
South 40° 29' 21" East 159.67 feet; thence North 84° 48' 20" East 99.41 feet to
a point of termination. The sidelines of said easement to be shortened or
lengthened at the beginning point to adjoin said right-of-way line and at the
terminus to adjoin the Day Center building.

Said easement being the right to construct, operate, replace, repair and main-
tain sewer and pipes under or across said easement and a right of access
thereto across or under the above described tract of land along any reasonable
route designated in writing by the Grantor thereof and accepted by the Grantee;
or in the absence of such reasonable designation and acceptance, a reasonable
right of access as designated by the Grantee, its agents, officers, or employ-
ees.

This Grant includes the right of the Grantee, its officers, agents and employ-
ees, to enter upon said real estate at any time for the purpose of exercising
any of the rights herein granted; also the right to trim, clear or remove, at
any time from said easement any tree, brush, structure or obstruction of any
kind of character whatsoever which, in the sole judgment of the Grantee may
endanger the safety of or interfere with the operation and maintenance of said
Grantee's facilities.

The Grantors covenant that, subject to liens and encumbrances of record at the
date of this easement, it is the Owner of the above-described land and has the
right and authority to make and execute this Grant of Easement.

Entry No. 192162 Book 1221
RECORDED 6:22 at 249 Page 8223
REQUEST of Snyderville Basin S.I.D.
FEE WANDA Y. ... TO RECORDER
\$ D.H. By _____
INDEXED ABSTRACT

DUG 330 PAGE 250

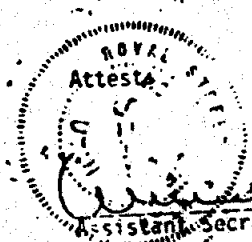
BOOKM 221 PAGE 822

WITNESS the hand of the grantor, this 25 day of November,

1981.

DEER VALLEY RESORT COMPANY

By: Royal Street of Utah,
General Partner

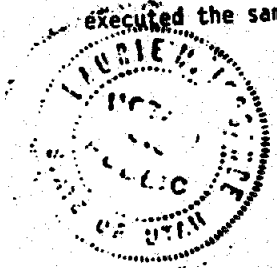


Laurie M. Pergandi
Assistant Secretary

By: *John E. Miller*
Vice President

STATE OF UTAH)
COUNTY OF SUMMIT) ss.

On the 25th day of November, 1981, personally appeared before me John E. Miller, Vice President of ROYAL STREET OF UTAH, a corporation, who, being by me duly sworn, stated that said corporation is the general partner of DEER VALLEY RESORT COMPANY, a limited partnership, and that he is acting on behalf of said corporation by authority of its bylaws or a resolution duly passed by its board of directors, and that he is authorized by the said partnership to execute this document, and said John E. Miller acknowledged to me that said corporation executed the same as general partner.



Laurie M. Pergandi
NOTARY PUBLIC
Residing at Park City, Utah

My Commission Expires:
3-16-83

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BOOKM221 PAGE 23

EXHIBIT B

RELINQUISHMENT

Snyderville Basin Sewer Improvement District, a political subdivision of the State of Utah, duly organized and acting pursuant to the provisions of Title 17, Chapter 6, Utah Code Annotated 1953, as amended, hereby relinquishes and releases the easement granted to it pursuant to that certain document entitled "Grant of Easement", dated November 25, 1981, executed by Deer Valley Report Company, a Utah limited partnership whose mailing address is P. O. Box 889, Park City, Utah 84060, and recorded as Entry No. 192162 in Book M-221, Page 822, Records of Summit County, Utah, which Grant of Easement related to the following described real property:


Beginning at a point which is South 697.06 feet and East 877.69 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the Southerly right-of-way line of the proposed Silver Lake East Road; thence South $16^{\circ}11'33''$ East 311.29 feet; thence South $40^{\circ}29'21''$ East 159.67 feet; thence North $84^{\circ}48'20''$ East 99.41 feet to a point of termination. The sidelines of said easement to be shortened or lengthened at the beginning point to adjoin said right-of-way line and at the terminus to adjoin the Day Center building.

Further, Snyderville Basin Sewer Improvement District hereby releases, remises, and quitclaims to Deer Valley Resort Company all of the right, title and interest of Snyderville Basin Sewer Improvement District in and to the above-described real property.

DATED this 20th day of January, 1985.

SNYDERVILLE BASIN SEWER
IMPROVEMENT DISTRICT

By



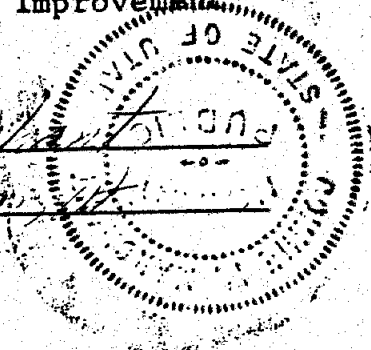
Its Manager

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STATE OF UTAH)
COUNTY OF SUMMIT) ss.

On the 28th day of Jan, 1985,
personally appeared before me Max Burkson,
who being by me duly sworn, did say that he is the Manager of
Snyderville Basin Sewer Improvement District, a political
subdivision of the State of Utah, and that the within and
foregoing Relinquishment was signed on behalf of Snyderville
Basin Sewer Improvement District by authority of a resolution
of its Board of Trustees, and said Max Burkson
acknowledged to me that Snyderville Basin Sewer Improvement
District executed the same.

Cornie M. [Signature]
NOTARY PUBLIC
Residing at: Permo [Signature]



My Commission Expires:

9-27-86

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DUO 330 PAGE 253