

WHEN RECORDED, PLEASE RETURN TO:
M. Thomas Jolley, Esq.
3520 N. University Avenue, Suite 100
Provo, UT 84604

**NONEXCLUSIVE EASEMENT AGREEMENT
(FUEL BREAK)**

This NONEXCLUSIVE EASEMENT AGREEMENT (this "Agreement") is made as of January 31, 2005, by and among SUNDANCE DEVELOPMENT CORPORATION, a Utah corporation ("Sundance Development"), SUNDANCE PARTNERS, LTD., a Utah limited partnership ("Sundance Partners" and, together with Sundance Development, "Owners"), THE RIDGE LOTS AT SUNDANCE COMMUNITY PRESERVE OWNERS ASSOCIATION, INC., a Utah nonprofit corporation (the "Neighborhood Association"), and SUNDANCE COMMUNITY PRESERVE OWNERS ASSOCIATION, INC., a Utah nonprofit corporation (the "Community Association" and, together with the Neighborhood Association, the "Associations").

RECITALS

A. Sundance Partners is developing a single-family, residential project at the Sundance Resort in Utah County, Utah, known as The Ridge Lots at Sundance Community Preserve (the "Project") that has been or will be created pursuant to that certain Neighborhood Charter for The Ridge Lots at Sundance Community Preserve–Sundance Recreation Resort, Plat K ("Neighborhood Charter").

B. Owners own certain real property adjacent to the Project more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Owners Property").

C. Section 6-5-E-2-C of the Utah County Zoning Code requires that a fuel break having a minimum width of 100 feet be maintained around the Project.

D. The Owners desire to grant to the Associations an easement over a portion of the Owners Property for the purpose of maintaining a fuel break and the Associations desire to obtain said easement for the benefit of the Project.

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

1. Grant of Easement. Subject to the terms and provisions set forth in this Agreement, Owners hereby grant and convey to the Associations a perpetual, nonexclusive easement ("Easement"), in, over, and upon a portion of the Owners Property as described in Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area") for the purpose of establishing and maintaining a fuel break in the Easement Area in accordance with

Utah County requirements. The Associations shall conduct such fuel break maintenance in accordance with the standards set forth in the Neighborhood Charter, which shall include, without limitation, thinning native vegetation, removing dead plant material and replacing highly flammable vegetation with irrigated areas and fuel resistant plants. Moreover, the Associations shall maintain the Easement Area and all improvements thereon in a reasonably good, safe and clean condition and all costs associated therewith shall be borne exclusively by the Associations and the Owners shall have no further liability whatsoever in connection with the same.

2. Covenants to Run With the Land. Subject to the terms of this Agreement, the Easement granted herein shall constitute covenants running with the land, and shall burden the Owners Property and benefit the Project, and shall be binding upon Owners, its successors, assigns, and any person acquiring, leasing, or otherwise owning an interest in the Owners Property.

3. Owners' Reservation of Rights. Owners reserve the right to alter the Easement Area at any time for the purpose of maintaining the Easement Area for skiing and other recreational uses associated therewith, including, but not limited to, placement of ski runs, ski lift equipment, snow making and other skiing improvements, roads and trails, provided that such alterations or improvements do not create a significant or material fuel hazard in the Easement Area. Moreover, Owners reserve unto itself forever, the right to cross over or under the Easement Area, to place or grant other licenses and easements along, across, or under the Easement Area, and to otherwise make improvements to the Easement Area, so long as such uses and improvements do not create a significant or material fuel hazard in the Easement Area. The Associations' maintenance of the Easement Area shall not materially impair, as determined by the Owners in their sole and exclusive discretion, (i) the use of the Easement Area for skiing and other recreational uses associated therewith, and (ii) Sundance Partners' ability to maintain, repair, replace and operate the ski lift currently located over a portion of the Owners Property.

4. Limitation of Liability. Notwithstanding the Associations' right to maintain a fuel break in the Easement Area, the Associations shall not be liable for any fuel occurring in the Easement Area due to the Associations' failure to maintain (or to adequately maintain) a fuel break in the Easement Area. The Associations acknowledge and agree that Owners have made no representations or warranties regarding the condition of the Easement Area, and the Associations waive all claims against Owners with respect thereto and for any claims arising from or relating to the acts of the Associations or their respective officers, agents, representatives, members, associates and employees related to the Easement and the associated maintenance activities conducted by such parties in the Easement Area.

5. Hazardous Materials. The Associations shall not create, generate, use, bring, allow, emit, dispose of or permit to be used, brought, emitted or disposed of on, over or under the Easement Area, or any part thereof or any property adjacent thereto, any toxic or hazardous gaseous, liquid or solid material or waste or any material which is defined as "Hazardous Substances", "Hazardous Materials" or "Toxic Substances" or the like pursuant to any federal, state or local law, rule, regulation or ordinance or which has been determined by any state, federal or local governmental or public authority to be capable of posing a risk of injury to health, safety or property (collectively, the "Toxic Materials"). The Associations, at their sole cost, shall immediately take all steps necessary to effect a clean up of any Toxic Materials in the

event of a breach of this Paragraph and to obtain appropriate governmental agency certification of such clean up. The Associations shall and do hereby indemnify and hold Owners harmless from any and all claims, liabilities, costs or expenses incurred or suffered by Owners arising from a breach of this Paragraph.

6. Not a Public Dedication. Nothing in this Agreement shall be deemed a gift or dedication of any portion of the Owners Property to the general public or for any public use or purpose whatsoever, it being the intention and understanding that this Agreement shall be strictly limited to and for the purposes herein expressed.

7. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

8. Attorneys' Fees. In the event any action is commenced by any party against any other party in connection with this Agreement, including any bankruptcy proceeding, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees.

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 venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

10. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties, and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on any of the parties unless reduced to writing and duly executed and delivered by the parties.

11. Partial Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, then all terms, provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

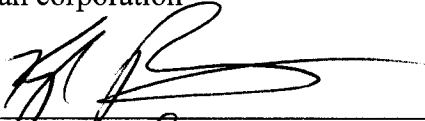
12. Applicable Law. The laws of the State of Utah shall govern the validity, construction, performance and effect of this Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

OWNERS:

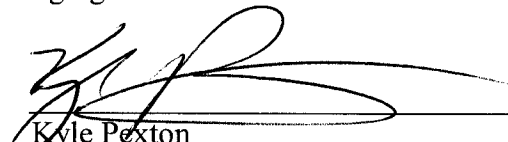
SUNDANCE DEVELOPMENT CORPORATION,
a Utah corporation

By: 
Name: Kyle Pexton
Its: CFO

SUNDANCE PARTNERS, LTD.,
a Utah limited partnership

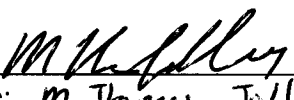
BY: SUNDANCE HOLDING, L.L.C.,
a Utah limited liability company,
General Partner

BY: SUNDANCE ENTERPRISES, INC.,
a Utah corporation,
Its Managing Member


BY: 
Kyle Pexton
Chief Financial Officer

ASSOCIATIONS:

THE RIDGE LOTS AT SUNDANCE COMMUNITY
PRESERVE OWNERS ASSOCIATION, INC.,
a Utah nonprofit corporation

By: 
Name: M Thomas Jolley
Its: Secretary

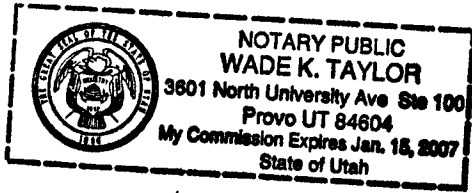
SUNDANCE COMMUNITY PRESERVE OWNERS
ASSOCIATION, INC.,
a Utah nonprofit corporation

By: 
Name: M Thomas Jolley
Its: Secretary

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

The foregoing instrument was acknowledged before me this 3 day of February, 2005, by Kyle Pexton, as Vice President and Chief Financial Officer of SUNDANCE DEVELOPMENT CORPORATION, a Utah corporation.

Witness my hand and official seal.

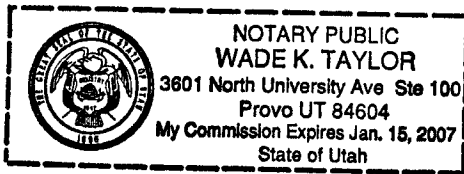


Wade K. Taylor
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 3 day of February, 2005, by Kyle Pexton, as Chief Financial Officer of Sundance Enterprises, Inc., a Utah corporation, as Managing Member of Sundance Holding L.L.C., a Utah limited liability company, as General Partner of SUNDANCE PARTNERS, LTD., a Utah limited partnership.

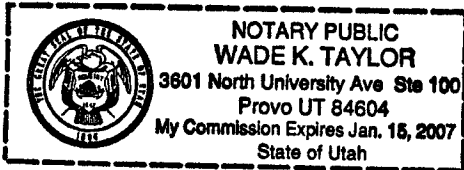
Witness my hand and official seal.



Wade K. Taylor
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 3 day of February, 2005, by M. Thomas Jolley, as Secretary of THE RIDGE LOTS AT SUNDANCE COMMUNITY PRESERVE OWNERS ASSOCIATION, INC., a Utah nonprofit corporation.



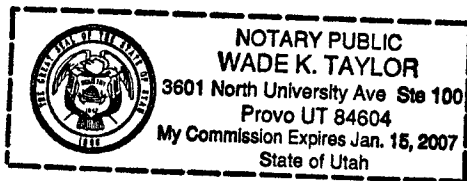
Witness my hand and official seal.

Wade K. Taylor

NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 3 day of February, 2005, by M. Thomas Jolley, as Secretary of SUNDANCE COMMUNITY PRESERVE OWNERS ASSOCIATION, INC., a Utah nonprofit corporation.



Witness my hand and official seal.

Wade K. Taylor

NOTARY PUBLIC

EXHIBIT "A"

Owners Property

SUNDANCE RECREATIONAL RESORT PLAT "A" AMENDED (10) according to the official plat thereof on file and of record in the Office of the Utah County Recorder, recorded May 26, 1999, as Entry No. 60949, Map Filing No. 8074.

EXHIBIT "B"**Easement Area****EXTERIOR FUEL BREAK EASEMENT**

A portion of the NW1/4 of Section 14, Township 5 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located South 481.32 feet and East 1,064.79 feet from the Northwest Corner of Section 14, T5S, R3E, S.L.B.& M.; thence N83°44'16"E 807.37 feet; thence S1°33'02"W 460.86 feet; thence S79°39'11"W 314.08 feet; thence N26°50'39"W 32.92 feet; thence Southwesterly along the arc of a 395.00 foot radius non-tangent curve (radius bears: N19°15'58"W) concave northwesterly, 144.05 feet through a central angle of 20°53'39" (chord: S81°10'52"W 143.25 feet); thence S63°46'48"W 101.55 feet; thence S27°30'39"W 256.88 feet; thence Southwesterly along the arc of a 916.00 foot radius non-tangent curve (radius bears: N75°18'59"W) concave northwesterly, 195.14 feet through a central angle of 12°12'22" (chord: S20°47'12"W 194.77 feet); thence S30°32'31"E 111.83 feet; thence S28°10'12"W 115.78 feet; thence West 108.15 feet; thence S28°10'12"W 19.11 feet; thence N61°49'48"W 35.69 feet; thence West 246.81 feet; thence Southwesterly along the arc of a 216.00 foot radius non-tangent curve (radius bears: N45°19'09"W) concave northwesterly, 269.15 feet through a central angle of 71°23'42" (chord: S80°22'44"W 252.07 feet); thence S45°00'00"W 77.27 feet; thence Northwesterly along the arc of a 161.00 foot radius non-tangent curve (radius bears: N5°48'59"E) concave northeasterly, 302.24 feet through a central angle of 107°33'29" (chord: N30°24'17"W 259.77 feet); thence N59°37'09"W 132.82 feet; thence N36°58'51"E 534.31 feet; thence N70°21'46"E 151.40 feet; thence N19°26'26"E 135.96 feet; thence N45°58'30"E 245.62 feet; thence N63°48'15"E 234.96 feet to the point of beginning.

Contains: 24.83+/- acres

**FUEL BREAK EASEMENTS WITHIN
QUAD CHAIR LIFT PARCEL**

**PARCEL "A"
(NORTH)**

A portion of the NW1/4 of Section 14, Township 5 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located South 739.43 feet and East 694.23 feet from the Northwest Corner of Section 14, T5S, R3E, S.L.B.& M.; thence N45°58'30"E 222.14 feet; thence N63°48'15"E 2.82 feet; thence S36°58'51"W 370.64 feet; thence N19°26'26"E 119.46 feet; thence N36°58'51"E 34.81 feet to the point of beginning.

Contains: 7,394+/- s.f.

**PARCEL "B"
(SOUTH)**

A portion of the NW1/4 of Section 14, Township 5 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located South 1,385.09 feet and East 208.03 feet from the Northwest Corner of Section 14, T5S, R3E, S.L.B.& M.; thence N36°58'51"E 598.80 feet; thence N70°21'46"E 65.43 feet; thence S36°58'51"W 649.27 feet; thence N59°37'09"W 36.24 feet to the point of beginning.

Contains: 0.52+/- s.f.