

WHEN RECORDED, RETURN TO:

Grayhawk Development
1318 Bitner Rd.
Park City, Ut. 84098

00556116 Bx01301 Pg01130-01137
ALAN SPRIGGS, SUMMIT CO RECORDER
1999 DEC 29 10:22 AM FEE \$26.00 BY DMG
REQUEST: GRAYHAWK DEVELOPMENT

EMERGENCY ACCESS EASEMENT

THIS EMERGENCY ACCESS EASEMENT (the "Agreement") is made this ____ day of _____ 1999, by and between STEPHEN A. CAMEROTA and RENEE L. CAMEROTA ("Grantor", whether one or more) and DMB PARK CITY HOLDINGS, LLC, an Arizona limited liability company ("Grantee"),

RECITALS

A. Grantor owns certain real property located in Summit County, State of Utah, more particularly identified on Exhibit "A" attached hereto and by this reference incorporated herein ("Grantor's Parcel").

B. Grantee owns certain real property located in Summit County, State of Utah, more particularly identified on Exhibit "B" attached hereto and by this reference incorporated herein ("Grantee's Parcel").

C. In connection with the anticipated development of Grantee's Parcel, Grantee desires to obtain an emergency access easement over and across a portion of that certain private road known as the Knob Hill Road, a portion of which is located on Grantor's Parcel, and which is more particularly described on Exhibit "C" attached hereto and by this reference incorporated herein (the "Easement Parcel").

D. Grantor is willing to grant an emergency access easement to Grantee over the Easement Parcel, for the benefit of Grantee and Grantee's Parcel in accordance with the term and provisions hereof.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of Ten Dollars, the mutual covenants, promises and obligations hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Emergency Access Easement. Grantor hereby grants, conveys and warrants to Grantee, for the use and benefit of Grantee and all future owners of all or any portion of Grantee's Parcel, a perpetual non-exclusive emergency access easement and right-of-way for emergency ingress and egress by vehicular and pedestrian traffic over, across and through the Easement Parcel. Grantor also grants to Grantee, its employees, contractors and agents, the right to enter upon the property immediately adjacent to the Easement Parcel to the extent reasonably necessary in connection with the grading, paving and construction of initial improvements to the Easement Parcel.

2. Use of Emergency Access Easement. Grantee shall have the right to use the Easement Parcel for emergency vehicular and pedestrian access, including but not limited to the right of the Park City Fire Service District, the Summit County Sheriff, any successor or replacement agencies and service providers, and other local, state and federal emergency personnel and vehicles, to access Grantee's Parcel. Grantee and all future owners of lots or parcels within Grantee's Parcel shall also have the right to use the Easement Parcel for ingress to or from Grantee's Parcel in times of emergency, or to protect their health or safety.

3. Benefitted Parties. The right-of-way and easement over the Easement Parcel shall be appurtenant to Grantee's Parcel and shall be for the use and benefit of Grantee, its successors and assigns, including without limitation all persons or entities at any time owning or having an interest in Grantee's Parcel, or any portion thereof, and their guests, patrons, occupants, or users of the property, and all local, state and federal, fire, law enforcement and other emergency service providers.

4. Maintenance of the Emergency Access Easement. Grantor shall, at its sole cost and expense, or through an association of the owners of property on Knob Hill, maintain and repair the Easement Parcel in good order, condition and repair up to the boundary of Grantee's Parcel. While Grantor (or an association of Knob Hill property owners) shall be responsible for snow removal on the Easement Parcel, Grantor shall have no duty or liability to Grantee in connection with snow removal on the Easement Parcel, since Summit County only requires that Knob Hill Road be available for emergency access to Grantee's Parcel during non-winter months.

5. Installation of Gate. Grantee shall install and maintain, at its sole cost and expense, a gate across the Knob Hill Road at the common boundary line between Grantee's Parcel and Grantor's Parcel. The gate shall be a "crash gate", or have a locking device acceptable to Summit County. The gate shall be closed and locked at all times (except for actual use in emergencies or training exercises for the providers of emergency services) in order to prevent unauthorized use of the Easement Parcel.

6. Duration, Extinguishment, Continuation and Modification.

6.1 Duration. This Agreement and the easement, covenants, restrictions and undertakings of this Agreement shall be perpetual in duration, unless earlier modified or terminated by the mutual agreement of the respective parties hereto.

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6.2 Modification. This Agreement and any provision, covenant, condition or restriction contained herein may only be terminated, extended, modified or amended by agreement of Grantor and Grantee. No termination, extension, modification or amendment of this Agreement will be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded in the Office of the Recorder of Summit County, State of Utah.

7. Not a Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or a dedication of any portion of the Easement Parcel to the general public or for the use by or benefit of 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. Miscellaneous.

8.1 Easements Appurtenant. The easement, restrictions, rights and interest granted or created herein shall be appurtenant to Grantee's Parcel. Grantee's Parcel shall constitute the dominant estate, and the Easement Parcel shall constitute the servient estate.

8.2 Interest of Parties. Each and all of the covenants, restrictions, conditions and provisions contained in this Agreement (whether affirmative or negative in nature): (i) will constitute covenants running with the land comprising Grantor's Parcel and Grantee's Parcel; and (ii) will bind and benefit every person having any fee, leasehold or other interest in any portion of such properties at any time.

8.3 Exhibits. All references to "Exhibits" contained herein are references to exhibits attached hereto, all of which are made a part hereof for all purposes.

8.4 Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

8.5 Partial Invalidity. If any provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, 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.

8.6 Attorneys' Fees. In the event of a breach or other dispute between the parties in the performance or interpretation of this Agreement, or otherwise arising out of or relating to this Agreement, the prevailing party in such dispute, whether pursued through litigation or otherwise, shall be entitled to recover from the other party all of its costs and expenses incurred in connection with such dispute, including reasonable attorneys' fees actually incurred.

00556116 Bk01301 Pg01132

8.7 Governing Law. The provisions of this Agreement shall be governed by the laws of the State of Utah.


8.8 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

8.9 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered hereunder, the parties agree to perform, execute, and deliver or cause to be performed, executed, and delivered any and all such further acts, deeds, and assurances as may be necessary to consummate the transactions contemplated hereby.

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

GRANTOR:


Stephen A. Camerota

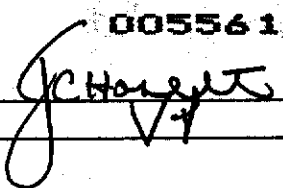

Renee L. Camerota

GRANTEE:

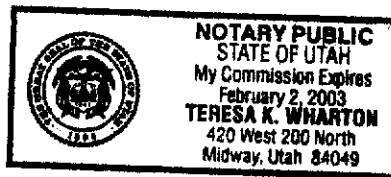
DMB PARK CITY HOLDINGS, LLC, an Arizona limited liability company

By: DMB REALCO, L.L.C., an Arizona limited liability company, its Manager

By: DMB Associates, Inc., an Arizona corporation, its Manager

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By: 
Its: _____

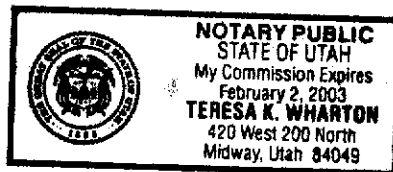
STATE OF Utah)
)
COUNTY OF Summit) :SS.



The foregoing Emergency Access Easement was acknowledged before me this 20th day of October, 1999, by Stephen A. Camerota.

Teresa K. Wharton
Notary Public

STATE OF Utah)
)
COUNTY OF Summit) :SS.



The foregoing Emergency Access Easement was acknowledged before me this 20th day of October, 1999, by Renee L. Camerota.

Teresa K. Wharton
Notary Public

STATE OF Arizona)
)
COUNTY OF Maricopa) :SS.

00556116 Bk01301 Pg01134

The foregoing Emergency Access Easement was acknowledged before me this 9th day of November, 1999, by James C. Hoselton, the Vice President of DMB Associates, Inc., as Manager of DMB Realco, L.L.C., which is the Manager of DMB Park City Holdings, LLC.

Carolynn Sneddon
Notary Public

My Commission Expires:
07-14-02

Residing at:
DMB

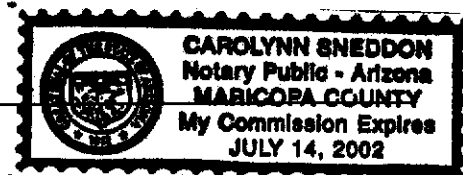


Exhibit A

DESCRIPTION OF GRANTOR'S PARCEL

BEGINNING 2130 feet East along the South section line and North 660 feet from the Southwest corner of Section 17, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence East 660 feet; thence North 660 feet; thence West 660 feet; thence South 660 feet to the point of BEGINNING.

00536116 Bk01301 Pg01135

Exhibit B

DESCRIPTION OF GRANTEE'S PARCEL

Beginning at a point which is North 89°49'26" West along the Section Line 1638.65 feet from the Southeast Corner of Section 17, Township 1 South, Range 4 East, Salt Lake Base and meridian (Basis of bearing being North 89°49'26" West 5317.56 feet between said Southeast Corner and the Southwest Corner of said Section 17); and running thence North 89°49'26" West 78.29 feet; thence North 00°03'05" West 1327.27 feet; thence North 89°43'39" West 3600.55 feet to the West Line of said Section 17; thence North 00°03'01" West along said West Line 343.19 feet to the Southeast Corner of Blackhawk Ranch, a Subdivision recorded January 05, 1999, as Entry No. 526944 at the Summit County, Utah Recorder's Office; thence along the Boundary of said Subdivision the following two (2) courses: 1) thence North 63°07'21" West 465.79 feet to a point of curvature of a 421.15 foot radius curve to the left, the center of which bears South 26°52'39" West; 2) thence Northwesterly along the arc of said curve 121.56 feet through a central angle of 16°32'14"; thence North 10°20'25" East 60.00 feet to said BlackHawk Ranch Boundary; thence along said Boundary the following fifteen (15) courses: 1) thence North 04°48'53" East 155.11 feet; 2) thence South 84°21'22" West 431.28 feet; 3) thence North 57°35'04" West 819.42 feet; 4) thence South 87°43'49" West 662.97 feet; 5) thence North 24°07'12" West 894.11 feet; 6) thence South 71°32'30" West 559.47 feet; 7) thence North 01°31'13" East 507.64 feet; 8) North 02°00'37" East 117.44 feet; 9) thence North 78°16'34" West 811.99 feet; 10) thence North 10°41'08" East 768.14 feet; 11) thence North 53°39'50" East 728.58 feet; 12) thence North 64°18'09" East 60.00 feet; 13) thence North 66°17'19" East 364.02 feet; 14) thence North 89°18'25" East 154.57 feet to the South Quarter Corner of Section 7, Township 1 South, Range 4 East, Salt Lake Base and Meridian; 15) thence North 89°17'33" East along the Section Line 1344.52 feet to the Southeast Corner of The Ridge At Red Hawk, a Subdivision recorded May 28, 1997, as Entry No. 479638 at the Summit County, Utah, Recorder's Office; thence North 00°12'25" West along the East Line of said Subdivision 1640.21 feet; thence North 89°47'35" East 725.16 feet; thence South 06°52'42" East 43.34 feet; thence North 89°47'03" East 3184.17 feet to the West Boundary of the Amended plat of Red Hawk Ranch Plat C; thence along the Boundary of said Amended Plat Red Hawk Ranch Plat C the following four (4) courses: 1) thence South 15°45'18" West 687.87 feet; 2) thence North 89°49'52" East 1554.47 feet; 3) thence North 00°12'57" West 435.00 feet; 4) thence South 84°08'57" East 1723.76 feet; thence South 00°19'22" East 1248.83 feet; thence North 89°48'00" West 10.74 feet; thence South 00°01'46" East 1332.84 feet; thence North 88°36'06" West 254.32 feet; thence South 51°02'13" West 1099.08 feet; thence South 27°29'19" West 1579.53 feet; thence South 03°40'47" West 1877.10 feet to the point of beginning.

00556116 Bk01301 Pg01136

Exhibit C

DESCRIPTION OF THE EASEMENT PARCEL

A 40.00 foot wide right of way lying 20.00 feet each side of the centerline more particularly described as follows (said centerline being 20.00 feet perpendicularly distant Easterly and parallel with the West line of Grantor's Property):

Beginning on the South line of Grantor's Property, said point being North 89°49'26" West along the Section Line 3187.00 feet and North 00°03'01" West 664.87 feet and South 89°46'33" East 20.00 feet from the Southeast Corner of Section 17, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of bearing being North 89°49'26" West 5317.56 feet between said Southeast Corner and the Southwest Corner of said Section 17); and running thence North 00°03'01" West 664.85 feet to the North line of Grantor's Property and the point of terminus.

00556116 Bk01301 Pg01137