

WHEN RECORDED, MAIL TO:

Grissinger Holdings, LLC
c/o Kevan D. Acord, P.A.
15700 College Blvd., Suite 100
Lenexa, Kansas 66219

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B: 1267 P: 63 Fee \$39.00
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ASSIGNMENT AND ASSUMPTION OF RIGHT OF WAY EASEMENT

This ASSIGNMENT AND ASSUMPTION OF EASEMENT (this "Assignment") is entered into as of this 24th day of May, 2013 (the "Effective Date"), by and between M. NEAL ECKARD, RECEIVER FOR BRIAN HEAD RESORTS, LTD., a Utah limited partnership, ("Assignor") as authorized by that certain court order of Findings of Fact, Conclusions of Law, and Order Approving Sale of Assets entered May 13, 2013 in the matter entitled *Zions First National Bank v. Brian Head Ski, LTD., et al.*, Case No. 120902245 pending before the Third Judicial District Court in and for the State of Utah, and GRISSINGER HOLDINGS, LLC, a Missouri limited liability company ("Assignee").

RECITALS

A. Brian Head Resorts, LTD. is a party to that certain Right of Way Easement Agreement dated January 04, 2005, with The Utah National Parks Council, Inc., Boy Scouts of America, a non-profit corporation, and recorded on January 11, 2005, as Entry No. 00496644, Book 00958, Pages 00747-00753 in the Iron County Recorder's Office, (the "Easement"). As part of the Easement, Brian Head Resorts, LTD. received by conveyance a perpetual Right of Way Easement running in its favor over and across that certain property located in Iron County, Utah, and more particularly described on **Exhibit A**.

B. Pursuant to that certain Asset Purchase Agreement, dated as of April 30, 2013, between Assignor and Assignee (as may have been amended from time to time, the "Agreement"), Assignor is, simultaneously with the execution of this Assignment, transferring to Assignee all of its right, title and interest in certain real property benefitted by the Easement (the "Property Transfer") under the terms and conditions more fully set forth in the Agreement.

C. In connection with the Property Transfer, Assignor desires to assign, transfer, give and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's interest, in and to the Easement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

ASSIGNMENT AND ASSUMPTION

1. Incorporation. The recitals set forth are hereby incorporated herein and made a part hereof.
2. Assignment and Assumption. Effective as of the date hereof and to the extent assignable, Assignor hereby assigns, transfers, sets over and conveys to Assignee, and Assignee hereby accepts all of the Assignor's right, title and interest in and to the Easements and hereby assumes all Assignor's covenants, duties and obligations under the Easement and agrees to be bound by all of the terms, conditions, and provisions of such Easement.
3. Disclaimer. ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND IN CONNECTION WITH THIS ASSIGNMENT AND HEREBY

DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES. ASSIGNEE RELIES ON ITS OWN DUE DILIGENCE EFFORTS IN DETERMINING WHETHER OR NOT TO CONSUMMATE THIS ASSIGNMENT AND ACKNOWLEDGES THAT THE EASEMENT IS BEING ASSIGNED STRICTLY ON AN "AS IS" AND "WHERE IS" BASIS WITHOUT WARRANTY OF ANY KIND.

4. Miscellaneous. Assignor and Assignee shall execute all instruments and documents and take all actions as may be reasonably required to effectuate this Assignment. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment shall be governed and construed in accordance with the laws of the State of Utah.

5. Counterpart Signatures. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. This Assignment may be executed by facsimile signature or other electronic transmission such as via email and such signatures shall constitute an original signature for all purposes.

[Signatures on following pages]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

M. Neal Eckard

M. Neal Eckard, solely in his capacity as Receiver for **BRIAN HEAD RESORTS, LTD.**, a Utah limited partnership

STATE OF Indiana)
COUNTY OF Clinton) ss.

Acknowledged before me on the 24 day of May, 2013, by M. Neal Eckard solely in his capacity as Receiver for BRIAN HEAD RESORTS, LTD., a Utah limited partnership.



Wendy Smith
Notary Public

ASSIGNEE:

GRISSINGER HOLDINGS, LLC, a Missouri limited liability company

By: John R. Grissinger
John R. Grissinger, Manager

STATE OF _____)
COUNTY OF _____) ss.

Acknowledged before me on the _____ day of _____, 2013, by John R. Grissinger, Manager of **GRISSINGER HOLDINGS, LLC**, a Missouri limited liability company.

Notary Public

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Exhibit A
(Legal Description of Easement)

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

SECTION 23

SECTIONAL LOT NO. 3; SOUTHEAST QUARTER NORTHEAST QUARTER; EAST HALF SOUTHEAST QUARTER; ALL IN SECTION 23, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

SECTION 24

SECTIONAL LOTS 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15 AND 16; SECTIONAL TRACT NO. 38; ALL IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

SECTION 25

NORTHWEST QUARTER NORTHEAST QUARTER; WEST HALF NORTHWEST QUARTER; SOUTHEAST QUARTER NORTHWEST QUARTER; ALL IN SECTION 25, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

SECTION 26

NORTHEAST QUARTER; NORTHWEST QUARTER SOUTHEAST QUARTER; SOUTH HALF SOUTHEAST QUARTER; ALL IN SECTION 26, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN.

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