

**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

**00714882** Bk01655 Pg00087-00103  
ALAN SPRIGGS, SUMMIT CO RECORDER  
2004 OCT 25 16:12 PM FEE \$48.00 BY GGB  
REQUEST: U S TITLE OF UTAH

Space above for County Recorder's Use

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

PP-73-B-3

**SKIER ACCESS EASEMENT**

THIS SKIER ACCESS EASEMENT ("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, having its principal place of business located at 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 (the "Grantor Property") and is the lessee (in part), owner (in part), operator and developer of The Canyons resort located in Summit County, State of Utah. Grantee is the owner and developer of certain real property located adjacent to the Grantor Property ("Grantee Property"). The Grantee Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference for all purposes.

B. ASCU and Grantee are parties to 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. 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 nonexclusive easement for the limited purpose of providing general skier access rights ("Ski Easement") across those portions of the Grantor Property described on Exhibit "B"

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*MAB*  
*11*

("Easement Area"), all as further described in this Agreement. The rights and interests granted to Grantee are collectively referred to as the "Easements."

### 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 agree as follows:

1. Defined Terms. The undefined capitalized terms used in this Agreement shall have the same meanings ascribed to such terms in the Amended Agreement.

2. Grant of Easements. Subject to the terms and conditions set forth in this Agreement, Wolf Mountain hereby grants and conveys to Grantee a perpetual nonexclusive easement across the Easement Area for the limited purpose of providing general skier access rights to the Grantee Property via a Ski Trail. The parties hereby agree and acknowledge that the Ski Trail shall not be less than twenty (20) feet wide. Wolf Mountain, ASCU and Grantee acknowledge and agree that (i) subsequent to substantial completion of the Whisper Ridge project, Wolf Mountain and ASCU shall amend this Agreement to grant Grantee, for the benefit of the Benefited Parties defined in Section 3 below, specific skier access across that certain portion of the Extended High Mountain Road and other adjacent properties to any existing adjacent ski lift that collectively constitute a portion of a ski trail at The Canyons; (ii) ASCU and Wolf Mountain shall have the right to designate, and re-designate from time to time, the actual location of the Ski Trail and the Easement Area should ASCU and Wolf Mountain determine such relocation is necessary for the proper configuration of the Whisper Ridge project, so long as such designation or re-designation shall not unreasonably limit or impair Grantee's or the Benefited Parties' ski-in access rights; and (iii) Wolf Mountain and ASCU shall have the right to develop and construct improvements on the Easement Area, including, but not limited to, ski runs, ski lifts, snow making and other skiing improvement, roads, trails, and residential and commercial developments, provided such developments and improvements do not unreasonably limit or impair Grantee's ski-in access rights. In the event ASCU makes a specific designation of the location or relocation of the Ski Trail, ASCU and Wolf Mountain shall record a written amendment to this Agreement executed only by ASCU and Wolf Mountain designating the then current location of the Ski Trail and/or the Easement Area, subject to ASCU's and Wolf Mountain's acknowledgment and agreement that they will not record an amendment which would unreasonably limit or impair Grantee's or the Benefited Parties' ski-in access rights herein granted. Wolf Mountain and ASCU agree that their ownership and leasehold interests, respectively, in and to the Easement Area, as well as any and all additional grants of easements or rights with respect to the Easement Area will be subject to the terms and conditions hereof.

3. Easements Appurtenant to the Grantee Property; Benefited Parties. The Easements shall be appurtenant to and run with the land and constitute a portion of the Grantee Property and each part thereof. The Easements shall be for the use and benefit of the following parties ("Benefited Parties"): (a) Grantee and its respective successors and assigns; and (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, for itself and the Benefited Parties, acknowledges and consents to the relocating of the Ski Trail and Easement Area in accordance with this Agreement and covenants to take all actions necessary to acknowledge the relocation of the Ski Trail and/or the Easement Area, including, but not limited to, releasing any portion of the Easement Area that may be burdened by the Easements.

4. Grantee's Use of Ski Trail. Subject to the rules and regulations adopted from time to time by ASCU or any successor operator of The Canyons resort and payment of any applicable charges and fees, Grantee and the Benefited Parties shall have the right, in common with others, to utilize the Ski Trail for ski purposes only. Neither Wolf Mountain nor ASCU shall have any obligation to improve or maintain the Ski Trail or to conduct snow making or to otherwise assure the skiability of the Ski Trail.

5. 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 Ski Trail, to place or grant other easements along, across, or under the Ski Trail, and to otherwise make improvements to the Ski Trail, so long as such 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.

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

7. Liability and Insurance. ASCU shall provide at its expense, and keep in full force during the term of this Agreement, general liability insurance from a company or companies selected by ASCU, in an amount which is commercially reasonable in accordance with local standards with respect to injury to or death of any one or more persons in any one accident or other occurrence, and damages to property within the Easement Property. Such insurance shall not be canceled without thirty (30) days' written notice to Grantee. Neither ASCU nor Grantee shall have any liability to any other party, or to any third party, for any accident, loss or damage of any nature occurring as a result of any act or omission of such party. ASCU shall provide Grantee with evidence of all insurance policies required by this Agreement.

8. 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 Area 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.

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

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*Ten*  
*M/S*

10. 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.

11. Waiver of Claims. ASCU is a party to this Agreement for the purpose of consenting, as a lessee to the Easement Area, to the granting of the easement contained in paragraph 2 above, and to acknowledge its obligations with respect to paragraphs 2 and 7 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 paragraphs 2 or 7 above or in any way under the Amended Agreement, and Grantee and ASCU each hereby expressly waives the right to bring a claim against, and covenants not to sue, Wolf Mountain for a breach by ASCU of its obligations as set forth in paragraphs 2 and 7 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 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 that Wolf Mountain is not in any 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 Easements or Easement Area, 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 Area, 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.

12. 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 Area.

13. 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.

14. Force Majeure. The parties shall be excused from performing any of their respective obligations or undertakings set forth in this Agreement, except any obligations to pay any sums of money under this Agreement, so long as the performance of any such obligation or undertaking is prevented or delayed by an act of God, weather, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, or order of government or civil defense authorities. Any party, if claiming a force majeure delay hereunder, shall give notice of such delay to the other party within twenty

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(20) days after the occurrence of such force majeure event, which notice shall set forth the anticipated length of such delay which has been caused by such event.

15. 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.

16. Costs and Expenses and Remedies Upon Breach. In the event of a breach in any of the covenants or agreements contained herein by ASCU or Grantee 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. Wolf Mountain, 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.

17. 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, and if that party prevails in such action.

18. 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.

19. 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.

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20. Duration and Amendment. 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. 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.

21. Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held 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.

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

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

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

25. Rights of Wolf Mountain's and ASCU's Subsequent Mortgagees. This Agreement constitutes a lien against the Easement Property and all mortgages, trust deeds and other liens and encumbrances attaching to or otherwise affecting the Easement Area, 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.

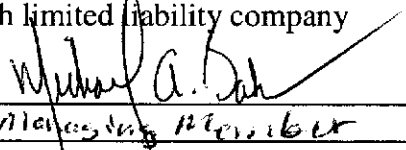
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.


**WOLF MOUNTAIN:**

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

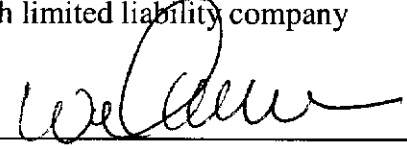
By:   
Its: Managing Member

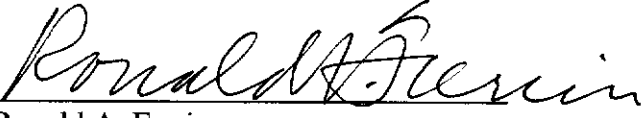
**ASCU:**

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

By:   
Its: Vice President

SUGARBOWL ASSOCIATES, L.L.C.,  
a Utah limited liability company

By:   
Walter J. Plumb, III  
Manager

By:   
Ronald A. Ferrin  
Manager

BK1655 PG0093



**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: \_\_\_\_\_

**ASCU:**

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

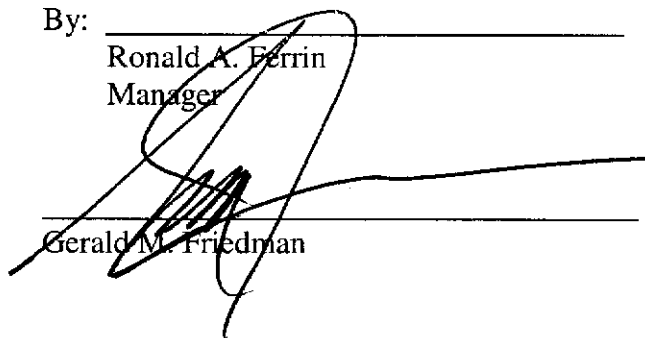
By: \_\_\_\_\_  
Its: \_\_\_\_\_

SUGARBOWL ASSOCIATES, L.L.C.,  
a Utah limited liability company

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

By: \_\_\_\_\_  
Ronald A. Ferrin  
Manager

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



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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

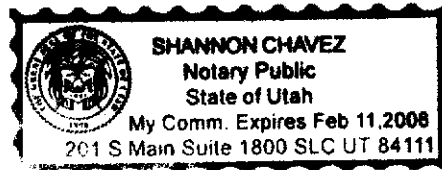


STATE OF Utah )  
 )  
 ) :ss.  
 COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September 2002, 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:  
2/11/04



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TC  
MWB



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

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of SEPT., 2002, 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 \_\_\_\_\_, 2002, by \_\_\_\_\_, the \_\_\_\_\_ of SUGARBOWL ASSOCIATES, L.L.C., a Utah limited liability company.

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_, the \_\_\_\_\_ of SUGARBOWL ASSOCIATES, L.L.C., a Utah limited liability company.

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

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

BK1655 PG0096

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002, 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 14th day of September 2002, by Walter J. Plumb, 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



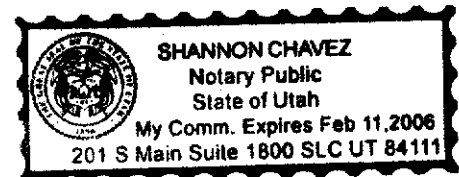
STATE OF Utah )  
:SS.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 10th day of September 2002, by Ronald A. Ferrin, the Manager of SUGARBOWL ASSOCIATES, L.L.C., a Utah limited liability company.

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

My Commission Expires:  
2/11/06



*see 10/3*

**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 Area" as is more particularly described on "Exhibit A" attached hereto and described and granted in that certain Skier Access Easement recorded October 25, 2004 in the Official Records of Summit County, Utah (the "Official Records") as Entry No. 714882, in Book 1055 at Page 87 (the "Easement"). Pursuant to this ASCU Lender Consent and Subordination Agreement ("Consent") Lender acknowledges that the Easement Area 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 Area, 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 Area 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

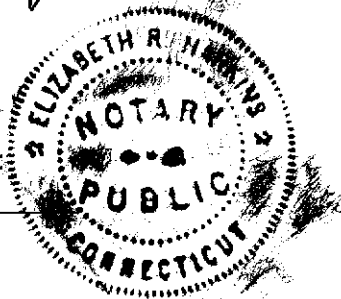
STATE OF Connecticut  
:ss.

COUNTY OF Fairfield

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. Harkins  
NOTARY PUBLIC  
Residing at: Old Greenwich, Connecticut

My Commission Expires: 5-31-2007



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

Legal Description Of Easement Area

A twenty, (20) foot wide easement being ten (10) feet on each side of the following described centerline:

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 52.09 feet; thence leaving said section line, North, a distance of 286.29 feet to the POINT OF BEGINNING, said point being on the westerly boundary line of the Vintage Subdivision; thence leaving said westerly line, S.77°39'13"W., a distance of 53.74 feet to a point of curve to the left having a radius of 30.00 feet and a central angle of 54°53'53"; thence southwesterly along the arc a distance of 28.74 feet; thence S.22°45'20"W., a distance of 53.39 feet to a point of curve to the left having a radius of 60.00 feet and a central angle of 19°25'28"; thence southerly along the arc a distance of 20.34 feet to a point of reverse curve to the right having a radius of 200.00 feet and a central angle of 27°23'30"; thence southerly along the arc, a distance of 95.61 feet; thence S.30°43'22"W., a distance of 92.61 feet to a point of curve to the right having a radius of 80.00 feet and a central angle of 43°19'10"; thence southwesterly along the arc a distance of 60.49 feet; thence S.74°02'32"W., a distance of 43.02 feet to a point of curve to the left having a radius of 80.00 feet and a central angle of 63°22'41"; thence southwesterly along the arc a distance of 88.49 feet; thence S.10°39'51"W., a distance of 8.82 feet to a point of curve to the right having a radius of 80.00 feet and a central angle of 72°12'58"; thence southwesterly along the arc a distance of 100.83 feet; thence S.82°52'49"W., a distance of 93.00 feet to a point of curve to the left having a radius of 100.00 feet and a central angle of 35°15'21"; thence southwesterly along the arc a distance of 61.53 feet; thence S.47°37'28"W., a distance of 61.41 feet to a point of curve to the right having a radius of 100.00 feet and a central angle of 34°04'17"; thence southwesterly along the arc a distance of 59.47 feet; thence S.81°41'46"W., a distance of 106.64 feet to the POINT OF ENDING.

**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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*TCW*  
*MWS*

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",

*YCW*  
*MWB*

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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*TZU*  
*MMS*



**EXHIBIT "B"**

**LEGAL DESCRIPTION OF EASEMENT AREA PROPERTY**

A twenty, (20) foot wide easement being ten (10) feet on each side of the following described centerline:

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 52.09 feet; thence leaving said section line, North, a distance of 286.29 feet to the POINT OF BEGINNING, said point being on the westerly boundary line of the Vintage Subdivision; thence leaving said westerly line, S.77°39'13"W., a distance of 53.74 feet to a point of curve to the left having a radius of 30.00 feet and a central angle of 54°53'53"; thence southwesterly along the arc a distance of 28.74 feet; thence S.22°45'20"W., a distance of 53.39 feet to a point of curve to the left having a radius of 60.00 feet and a central angle of 19°25'28"; thence southerly along the arc a distance of 20.34 feet to a point of reverse curve to the right having a radius of 200.00 feet and a central angle of 27°23'30"; thence southerly along the arc, a distance of 95.61 feet; thence S.30°43'22"W., a distance of 92.61 feet to a point of curve to the right having a radius of 80.00 feet and a central angle of 43°19'10"; thence southwesterly along the arc a distance of 60.49 feet; thence S.74°02'32"W., a distance of 43.02 feet to a point of curve to the left having a radius of 80.00 feet and a central angle of 63°22'41"; thence southwesterly along the arc a distance of 88.49 feet; thence S.10°39'51"W., a distance of 8.82 feet to a point of curve to the right having a radius of 80.00 feet and a central angle of 72°12'58"; thence southwesterly along the arc a distance of 100.83 feet; thence S.82°52'49"W., a distance of 93.00 feet to a point of curve to the left having a radius of 100.00 feet and a central angle of 35°15'21"; thence southwesterly along the arc a distance of 61.53 feet; thence S.47°37'28"W., a distance of 61.41 feet to a point of curve to the right having a radius of 100.00 feet and a central angle of 34°04'17"; thence southwesterly along the arc a distance of 59.47 feet; thence S.81°41'46"W., a distance of 106.64 feet to the POINT OF ENDING.

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*TC*  
*MCS*