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Iron Mountain Associates, LLC  
2455 White Pine Canyon Road  
Park City, Utah 84060

**NINTH AMENDMENT TO**  
**GRANT AND RESERVATION OF EASEMENTS**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Iron Mountain Associates, L.L.C., a Utah limited liability company ("Grantor" and/or "Declarant") and the developer of the project located in Summit County, Utah, commonly known as The Colony at White Pine Canyon ("The Colony"), hereby amends and restates the Grant of Easements recorded September 28, 1998, as Entry No. 518627, Book 1186, Pages 128-132, (the "Original Grant of Easements") in the office of the Recorder of Summit County, Utah, (the "Summit County Recorder"), as previously amended by the "First Amendment" to said Grant of Easements recorded September 15, 1999, as Entry No. 548589, Book 1287, Pages 740-748, the "Second Amendment" to said Grant of Easements recorded December 29, 2000, as Entry No. 579438, Book 1347, Pages 718-727, the "Third Amendment" to said Grant of Easements recorded December 28, 2001, as Entry No. 607119, Book 1424, Pages 864-873, the "Fourth Amendment" to said Grant of Easements recorded June 25, 2002, as Entry No. 623053, in Book 1456, Pages 1208-1218, the "Fifth Amendment" to said Grant of Easements recorded April 11, 2003, as Entry No. 654516, in Book 1525, Pages 1816-1822, the "Sixth Amendment" to said Grant of Easements recorded June 25, 2003, as Entry No. 663163, in Book 1545, Pages 1226-1238, the "Seventh Amendment" to said Grant of Easements recorded January 26, 2004, as Entry No. 687139, in Book 1595, Pages 1650-1658, the "Eighth Amendment" to said Grant of Easements recorded March 1, 2006, as Entry No. 770217 in Book 1774 at Page 860, and now by this "Ninth Amendment" to said Grant of Easements (collectively the "Grant of Easements"), which grants certain easements to the Homeowners Association for The Colony at White Pine Canyon (the "Association") and others, as set forth below, and reserves all said easements to the Grantor.

**RECITALS**

A. The Final Subdivision Plat for Phase I of The Colony was recorded September 24, 1998, as Entry No. 518279 in the office of the Summit County Recorder (the "Original Phase I Plat").

B. The Original Grant of Easements was recorded soon after the recording of the Original Phase I Plat to specifically grant to the Association the easements that were

designated on the Original Phase I Plat, and to provide public notice of all the other terms of the Original Grant of Easements.

C. The Original Phase I Plat was amended by the recording of the First Amended Subdivision Plat for Phase I of The Colony on March 26, 1999, as Entry No. 534009 in the office of the Summit County Recorder (the "First Amended Phase I Plat").

D. The Subdivision Plat for Phase II of The Colony was recorded on September 10, 1999, as Entry No. 548270 in the office of the Summit County Recorder (the "Phase II Plat").

E. The First Amendment to the Grant of Easements was recorded on September 15, 1999, as Entry No. 548549, in Book 1287, at Pages 740-748, in the office of the Summit County Recorder (the "First Amendment").

F. The Subdivision Plat for Phase 3A of The Colony was recorded on December 29, 2000, as Entry No. 579433 in the office of the Summit County Recorder (the "Phase 3A Plat").

G. The Second Amendment to the Grant of Easements was recorded on December 28, 2000, as Entry No. 579438, in Book 1347, at Pages 718-727, in the office of the Summit County Recorder (the "Second Amendment").

H. The Subdivision Plat for Phase 3B of The Colony was recorded on December 24, 2001, as Entry No. 606728 in the office of the Summit County Recorder (the "Phase 3A Plat").

I. The Third Amendment to the Grant of Easements was recorded on December 28, 2001, as Entry No. 607119, in Book 1424, at Pages 864-873, in the office of the Summit County Recorder (the "Third Amendment").

J. The Subdivision Plat for Phase 3C of The Colony was recorded on June 10, 2002, as Entry No. 621557 in the office of the Summit County Recorder (the "Phase 3C Plat").

K. The Fourth Amendment to the Grant of Easements was recorded June 25, 2002, as Entry No. 623053, in Book 1456, Pages 1208-1218 (the "Fourth Amendment").

L. The Grantor deeded certain unplatted land (the "Unplatted Land") to Ski Land, L.L.C., a Utah limited liability company ("Ski Land") in that certain Special Warranty Deed recorded April 11, 2003, as Entry No. 654519, in Book 1525, at Pages 1839-1841.

M. The Fifth Amendment to the Grant of Easements was recorded April 11, 2003, as Entry No. 654516, in Book 1525, at Pages 1816-1822 (the "Fifth Amendment"), for the purpose of granting certain easements on the Unplatted Land to ASC Utah, Inc.

N. The Sixth Amendment to the Grant of Easements was recorded June 25, 2003, as Entry No. 663163, in Book 1545, at Pages 1226-1238 (the "Sixth Amendment"), for the purpose of granting certain additional easements on the Unplatted Land to ASC Utah, Inc.

O. The Subdivision Plat for Phase 1B of The Colony was recorded on January 21, 2004, as Entry No. 686710 in the office of the Summit County Recorder (the "Phase 1B Plat").

P. The Seventh Amendment to the Grant of Easements was recorded January 26, 2004, as Entry No. 687139 in the Office of the Summit County Recorder (the "Seventh Amendment").

Q. The Final Subdivision Plat for Phase 4A of The Colony was recorded March 1, 2006, as Entry No. 770208 in the Office of the Summit County Recorder (the "Phase 4A Plat").

R. The Eighth Amendment to the Grant of Easements was recorded March 1, 2006, as Entry No. 770217 in the Office of the Summit County Recorder (the "Eighth Amendment").

S. The Final Subdivision Plat for Phase 1C of The Colony was recorded August 16, 2006, as Entry No. 787053 in the Office of the Summit County Recorder (the "Phase 1C Plat").

T. The First Amended Phase I Final Subdivision Plat, Phase II Final Subdivision Plat, Phase 3A Final Subdivision Plat, Phase 3B Final Subdivision Plat, Phase 3C Final Subdivision Plat, Phase 1B Final Subdivision Plat, and Phase 4A Final Subdivision Plat, are collectively referred to in this Grant of Easements as the "Final Subdivision Plats."

U. The primary objectives of this Ninth Amendment to Grant of Easements are: (1) to expand the Grant of Easements to include all of the property in the Phase 1C Final Subdivision Plat; (2) to amend and restate the Grant of Easements; and (3) to provide public notice of all the other terms of this Ninth Amendment.

### **AMENDED AND RESTATED GRANT OF EASEMENTS**

All of the easements provided for in this Grant of Easements shall be governed by the Declaration of Covenants, Conditions and Restrictions for The Colony at White Pine Canyon as originally recorded in the Office of the Recorder in Summit County, Utah on September 24, 1998, as Entry No. 518327, in Book 1185, at Pages 93-147, and as previously amended by: (a) the First Amendment to said Declaration recorded September 15, 1999, as Entry No. 548568, in Book 1287, at Pages 726-730; (b) the Second Amendment to said Declaration recorded December 29, 2000, as Entry No.

579435, in Book 1347, at Pages 691-711; (c) the Third Amendment to said Declaration recorded December 28, 2001, as Entry No. 607116., in Book 1424, at Pages 853-856; (d) the Fourth Amendment to said Declaration recorded June 25, 2002, as Entry No. 623050, in Book 1456, at Pages 1196-1199; the Fifth Amendment to said Declaration recorded April 11, 2003, as Entry No. 654475, in Book 1525, at Pages 1675-1693; the Sixth Amendment to said Declaration recorded June 25, 2003, as Entry No. 663160, in Book 1545, at Pages 1199-1207; and the Seventh Amendment to said Declaration recorded January 26, 2004, as Entry No. 687136, in Book 1595, at Pages 1632-1637; the Eighth Amendment to said Declaration recorded March 1, 2006, as Entry No. 770214 in Book 1774 at Page 848; and the Ninth Amendment to said Declaration recorded currently herewith (collectively, the "CCR's).

All the easements provided for in this Grant and Reservation of Easements shall be deemed to be "Easements," as that term is defined in the CCR's.

The phrase "Final Subdivision Plats" as used in the Grant of Easements is hereby amended to include the Phase 1C Final Subdivision Plat. A more complete legal description of the land contained in the Phase 1C Final Subdivision Plat is attached hereto as Exhibit "A" and incorporated herein by this reference.

Grantor hereby grants, conveys, sells and sets over, with access, all the Easements designated on the Final Subdivision Plats to the Association, for the use, benefit and enjoyment of the Association, its officers, employees, agents, contractors, suppliers, licensees, concessionaires, tenants, subtenants, patrons and any subsidiaries which, from time to time, it may designate, and for the use, benefit and enjoyment of all Owners of Homesteads within The Colony, their family members, guests, and any invitees, contractors, and tenants to whom the Association may choose to extend or delegate such use rights. Grantor grants, conveys, sells and sets over to those utility companies (the "Service Providers") previously or hereafter approved by the Grantor and/or the Association a non-exclusive Utility Easement (as that term is defined in the CCR's) within all the Road Easements, Driveway Easements, Utility Easements, Utility/Sewer Easements, Ski Runs, Ski Easements and Lift and Ski Easements designated on the Final Subdivision Plats, for the installation, maintenance, removal, repair and replacement of utilities within The Colony.

All Easements in this Grant of Easements shall be appurtenant to all the property contained within (a) all the Final Subdivision Plats, (b) property now owned or hereafter acquired by the Grantor, and (c) the Unplatted Land, for the purpose of making all said Easements mutually beneficial and, where appropriate, reciprocal as to all the above-described properties.

All Easements shall be sufficient in width to meet the requirements of the Snyderville Basin Development Code of Summit County (as said Code may be amended from time to time), approved Service Providers, and the Grantor, its successors and assigns, for purposes of developing property now owned or hereafter acquired by the Grantor according to development plans approved from time to time by Summit County.

All the above Easements are granted or reserved together with the right of access as may be reasonably necessary to enter upon the property in order to construct, maintain, remove, repair, or replace any improvements, and as provided in the CCR's.

Grantor hereby reserves to itself, its successors and assigns, all rights of the Declarant under the CCR's, and further reserves the right to grant to others any of the Easements described in the CCR's or designated on the Final Subdivision Plats, which reservations of rights shall include, but shall not be limited to: (a) the right to record future plats and to grant the above-described Easements to owners of lots within said future plats, and (b) the right to grant and reserve the above-described Easements within the Final Subdivision Plats, and/or other Easements not now designated on the Final Subdivision Plats, for any and all of the uses permitted in any Easement as set forth in the CCR's, as amended, any of which Easements Grantor / Declarant may determine, in its sole and absolute discretion, to be reasonably necessary or appropriate for the development of The Colony and/or Grantor's other property, now owned or hereafter acquired, according to development plans approved from time to time by Summit County.

Grantor further specifically reserves the right to grant any of the Easements described in the CCR's or designated on the Final Subdivision Plats, to the owners of land in the White Pine Canyon and Iron Canyon areas adjacent to The Colony that Grantor / Declarant, in its sole discretion, may deem necessary or desirable.

Until such time that the final, specific location of any Easement not now designated on the Final Subdivision Plats is determined by the Grantor, or its successors and assigns, and until a complete legal description for each Easement is recorded, each Easement granted and reserved by this Grant of Easements shall be deemed to be a "floating Easement" appurtenant to every portion of the land within the Final Subdivision Plats (except across any Development Envelope, as that term is defined in the CCR's), and appurtenant to every portion of any property now owned, or hereafter acquired, by the Grantor, and appurtenant to each and every portion of the Unplatted Land (whether owned by Grantor or by any of its previous or future successors or assigns).

Upon the determination of a final location for any Easement not now designated on the Final Subdivision Plats, the Grantor, its successor or assign, or the Association, acting together or separately, shall amend the Grant of Easements, in writing, by executing an amendment hereto and recording a specific legal description for each such Easement, and cause said specific grant of easement to be recorded in the Office of the Summit County Recorder. Further, upon the recording of such specific Easements, Grantor, its successor or assign, or the Association, acting together or separately, shall execute and record such instruments as may be required to terminate the "floating Easements" granted and reserved in this Grant of Easements, such that the remaining Easements shall be only those specifically described in the recorded amendments to this Grant of Easements.

The CCR's provide that the Grantor and / or the Association, under certain circumstances, shall be permitted to relocate, widen or otherwise modify the Easements described in the CCR's or in this Grant of Easements. Grantor, for itself, its successors and assigns, and the Association, hereby reserve the right to relocate, widen or otherwise modify the Easements, including but not limited to all Easements described herein, in accordance with the terms and conditions of the CCR's.

None of the easements and rights granted or created herein may be transferred, assigned, or encumbered except as appurtenances to the Grantor's property, now owned or hereafter acquired, or to the land contained within the Final Subdivision Plats; provided, however, Grantor reserves the right to grant easements to other owners of land in the White Pine Canyon area adjacent to The Colony over the Easements described in this Grant of Easements, including but not limited to any of the Easements described in the CC&R's, which Grantor, in its sole discretion, may deem necessary or desirable.

The Grantor and / or its successors or assigns reserve(s) the right to occupy, use and have the rights associated with such Easements, as they may be revised or amended, for all purposes that are not inconsistent with any of the uses contemplated in this Grant of Easements. Neither the Association nor the Owners of individual Homesteads in The Colony, nor any of their successors or assigns, shall impair, obstruct, interfere, restrict or otherwise negatively impact in any way the uses of the Easements granted, reserved and/or contemplated in this Grant of Easements, or any of them, with regard to any land contained in the Final Subdivision Plats, or with regard to any representative, agent, contractor or employee of the Grantor or the Association who is maintaining or otherwise performing services with respect to the Easements. Further, neither the Association nor the Owners of individual Homesteads shall impair, obstruct, interfere, restrict or otherwise negatively impact the property and development rights of the Grantor, its successors or assigns, with regard to the use of any of said Easements for the development of any land now owned or hereafter acquired by the Grantor.

All easements granted herein are subject to all easements of record which affect the lands within The Colony, whether or not said easements are described or otherwise reflected either in the CC&R's or in this Grant of Easements (as amended), or as designated on the Final Subdivision Plats, including but not limited to, all easement rights and obligations set forth in that certain Declaration and Grant of Reciprocal Easements and Agreement between Grantor, ASC, Utah, Inc., and the State of Utah School and Institutional Trust Lands Administration which was recorded September 10, 1998, as Entry No. 517321, Book 1181, Page 190, in the Office of the Summit County Recorder and any other easements which are not of record, but which may hereafter be determined by a court to affect land within The Colony.

In accordance with the provisions of the CCR's, the Association shall maintain all of the improvements within the Easements granted herein that the Association is obligated to maintain pursuant to the provisions of the CCR's.

As provided for in the Sixth Amendment, this amended and restated Grant of Easements hereby terminates the "Easement Grant" to the Association for the "Other Ski Run Uses" as that term is defined in Section 8.16.2.2 of the Second Amendment to the CCR's. Consistent with the provisions of the Sixth Amendment, Grantor has determined that the Easements and uses to be granted to the Association in this amended and restated Grant of Easements within the Final Subdivision Plats designated as Ski Easement and Lift and Ski Easement shall be, respectively, the "Other Ski Easement Uses" as that term is defined in Section 8.18.2.2 of the Second Amendment to the CCR's, and the "Other Lift and Ski Easement Uses" as that term is defined in Section 8.19.2.2 of the Second Amendment of the CCR's.

All provisions of this Grant of Easements shall be covenants running with the land, both for the benefit of Grantor, the Association, and the Service Providers, their successors and assigns, and as a burden upon each, pursuant to the applicable laws of the State of Utah.

The breach of any covenant or restriction as contained herein shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but such covenants or restrictions shall be binding upon and be effective against any property owner whose title thereto is acquired by foreclosure, trustee sale or otherwise.

All provisions, rights, powers, covenants, restrictions and obligations contained in this Grant and Reservation of Easements, including the benefits and burdens, shall be binding upon and inure to the benefit of the Grantor and Grantee hereto, their respective successors, assigns, subsidiaries, representatives, lessees and all other persons acquiring either Grantor's or Grantee's interests hereunder, or any portion thereof or interest therein.

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IN WITNESS WHEREOF, Grantor has executed this Ninth Amendment to Grant of Easement this 23<sup>rd</sup> day of August, 2006.

IRON MOUNTAIN ASSOCIATES, L.L.C.

By: WPA, Ltd, Its Manager

By: White Pine Associates, Inc.,  
its General Partner

By: *Keith R. Kelley*  
Keith R. Kelley, Vice-President/Secretary

ACKNOWLEDGMENT

STATE OF UTAH                    )  
  ss  
COUNTY OF SUMMIT            )

The foregoing Ninth Amendment to Grant and Reservation of Easements was acknowledged before me this 23<sup>rd</sup> day of August, 2006, by Keith R. Kelley, for and on behalf of Iron Mountain Associates, L.L.C., a Utah limited liability Company.

SEAL:

*Diann Greer*  
NOTARY PUBLIC





**EXHIBIT "A"**  
**THE COLONY AT WHITE PINE CANYON PHASE 1C**  
**LEGAL DESCRIPTION**

All that land contained within the Final Subdivision Plat for The Colony at White Pine Canyon – Phase 1C, recorded August 16, 2006, in the Office of the Summit County Recorder as Entry No. 787053, being a parcel of land lying within the Northeast Quarter of Section 1, Township 2 South, Range 3 East, Salt Lake Base & Meridian, Summit County Utah more particularly described as follows:

Commencing at the West Quarter corner of Section 6, Township 2 South, Range 4 East, Salt Lake Base and Meridian marked "A.P." for angle point for Section 1, Township 2 South, Range 3 East, Salt Lake Base & Meridian, as per original notes from the 1938 dependent resurvey, (basis of bearing being N.00°37'54"E., a distance of 1316.67 feet between said West quarter corner and the corner to Government Lots 1 & 8, Section 1, Township 2 South, Range 3 East, Salt Lake Base & Meridian) and running thence South 1°07'03" West along the section line a distance of 632.75 feet and West a distance of 1784.90 feet to the point of beginning; said point being on the boundary of The Colony at Whitepine Canyon Phase 1 Amended Final Plat, said point also being on the westerly right-of-way line of White Pine Canyon Road, said point being on a 295.00 foot radius curve to the left, center bears South 35°44'21" East; thence along said boundary and along the arc of said curve through a central angle of 17°34'58", a distance of 90.53 feet; thence leaving said right-of-way and continuing along said boundary North 47°35'07" West a distance of 615.27 feet; thence continuing along said boundary South 45°26'06" West a distance of 265.84 feet; thence continuing along said boundary South 17°55'28" West a distance of 32.55 feet; thence leaving said boundary South 67°12'41" West a distance of 17.32 feet to a point on a 84.00 foot radius curve to the right, center bears North 22°47'20" West; thence along the arc of said curve through a central angle of 113°37'22", a distance of 166.58 feet; thence North 89°09'58" West a distance of 40.00 feet; thence North 29°56'52" West a distance of 54.29 feet; thence North 31°30'02" East a distance of 227.76 feet to a point on a 155.00 foot radius non-tangent curve to the left, center bears South 06°07'35" East; thence along the arc of said curve through a central angle of 14°55'05", a distance of 40.36 feet to a point on a 65.00 foot radius compound curve to the left, thence along the arc of said curve through a central angle of 40°10'14", a distance of 45.57 feet; thence North 79°25'25" West a distance of 41.27 feet to a point on a 105.00 foot radius non-tangent curve to the right, center bears South 68°16'13" East; thence along the arc of said curve through a central angle of 47°13'32", a distance of 86.55 feet to a point on a 195.00 foot radius curve to the right, thence along the arc of said curve through a central angle of 14°55'05", a distance of 50.77 feet to a point on a 169.78 foot radius curve to the left; thence along the arc of said curve through a central angle of 38°13'30", a distance of 113.27 feet to a point on a 170.80 foot radius curve to the right; thence along the arc of said curve through a central angle of 47°10'32", a distance of 140.63 feet; thence South 87°10'34" East a distance of 87.36 feet to a point on a 100.69 foot radius curve to the left; thence along the arc of said curve through a central angle of 49°13'55", a distance of 86.52 feet to a point on a 273.22 foot radius curve to the right; thence along the arc of said curve through a central angle of 38°20'23", a distance of 182.83 feet to a point on said Phase 1 boundary; thence continuing along the said Phase 1 boundary South 20°10'59" East a distance of 57.26 feet to a point on a 155.00 foot radius curve to the right, center bears South 20°10'59" East; thence along the arc of said curve through a central angle of 36°26'35", a distance of 98.59 feet to a point on a 305.00 foot radius curve to the right, center bears South 16°15'36" West; thence along the arc of said curve through a central angle of 27°43'53", a distance of 147.62 feet to a point on a 190.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 58°22'47", a distance of 193.59 feet to a point on a 1420.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 9°05'15", a distance of 225.22 feet to a point on a 180.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 44°05'36", a distance of 138.52 feet; thence South 22°38'05" East a distance of 44.47 feet to said point of beginning.

Containing 386,987 square feet or 8.88 acres, more or less.

PP-1 PP-4-D

BK1812 PG0715