

*Handwritten signature*

WHEN RECORDED, RETURN TO:

Snyderville Basin Water Reclamation District  
2800 Homestead Road  
Park City, Utah 84098

**ENTRY NO. 00815274**

06/06/2007 10:59:22 AM B: 1869 P: 1508

Easements PAGE 1 / 11

ALAN SPRIGGS SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY SNYDERVILLE BASIN SID



APN:

**EASEMENT AGREEMENT  
(Wastewater Collection and Transportation Pipelines)**

THIS EASEMENT AGREEMENT (this "Agreement") is executed as of May 25, 2007, by and between ASC UTAH, INC., a Maine corporation, as "Grantor", and SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, as "Grantee", with reference to the following:

A. Grantor holds a leasehold interest in that certain real property located in Summit County, Utah more particularly described on **Exhibit A**, attached hereto and incorporated herein (the "Grantor Parcels"), and is permitted under its lease to grant the easement contemplated by this Agreement.

B. Grantor is a party to that certain Amended and Restated Development Agreement for the Canyons Specially Planned Area, dated November 15, 1999, and recorded November 24, 1999 as Entry No. 5553911 in Book 1297 at Page 405 of the Official Record of Summit County, Utah (the "SPA Agreement"). As provided in Section 4.9 (b) of Exhibit E to the SPA Agreement, the parties to that certain Management Agreement for The Canyons Resort Village recorded December 15, 1999 as Entry No. 555285 in Book 1300 at Page 1 of the Official Records of Summit County, Utah, as amended, agree and recognize that ASCU or its affiliates or subsidiaries have the right to establish fees and charges for utilization of all utility infrastructure owned by such parties, including without limitation sewer, water, electricity, gas, and cable, on a user pay basis ("Utility Fees").

C. Grantor desires to grant to Grantee easements on, over, across and through the Grantor Parcels at the locations and on the terms and conditions set forth herein with such grant and use of the easement being subject to the SPA Agreement and the collection of utility utilization fees as provided for therein.

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

1. **Grant of Wastewater Easement.** Grantor hereby conveys, assigns, transfers and grants to Grantee a nonexclusive easement (the "Wastewater Easement") on, over, across, and through the portion of the area designated as the "Wastewater Easement" on **Exhibit A** (the "Wastewater Easement Area") located on the Grantor Parcels, for the purpose of transportation and collection of wastewater, together with the right to install, construct, reasonably access, maintain, operate, repair and replace thereon all necessary underground wastewater pipes and other manner of improvements or appurtenances that may be used or required for the transportation and collection of wastewater (collectively, "Wastewater Improvements"). It being

*Handwritten initials*

specifically understood that the grant of the nonexclusive easement by Grantor and the use of the Wastewater Easement and the Wastewater Easement Area by Grantee shall be subject to the terms and conditions set forth in the SPA Agreement concerning the rights and obligations of the parties thereto, and that Grantee, and only Grantee and no other person claiming the right to use the Wastewater Easement by, through, or as a successor in interest to Grantee, shall not be subject to the Utility Fees. It being further understood that the use of the Wastewater Easement shall not unreasonably interfere with the use and operation of The Canyons resort and that all such installation, construction, maintenance, operation, repairs and replacements shall be done so as to minimize interference with the use and operation of The Canyons resort. Nothing herein, however, shall prevent Grantor from pursuing reimbursement from parties other than Grantee with respect to the collection of Utility Fees.

2. **Grant of Access Easement.** Grantor hereby conveys, assigns, transfers and grants to Grantee a nonexclusive easement (the "Access Easement") on, over, across, and through the portion of the areas designated as the "Access Easement Into Plaza" and "Access Easement Along High Mountain Road" on Exhibit A (the "Access Easement Area") located on the Grantor Parcels, for the purpose of ingress and egress to the Wastewater Easement Area. It being specifically understood that the grant of the nonexclusive easement by Grantors and the use of the Access Easement and the Access Easement Area by Grantee shall be subject to the terms and conditions set forth in the SPA Agreement; provided, however, that Grantee, and only Grantee and no other person claiming the right to use Access Easement by, through, or as the successor in interest to Grantee, shall not be subject to the Utility Fees.

3. **Repair and Restoration.** Grantee acknowledges that the continued and uninterrupted use and operation of The Canyons resort is of paramount concern to the Grantor. Grantee agrees that except for the obligations of Grantor set forth in Paragraph 5 below, it shall immediately repair and restore any damage caused by its use of the easements granted herein to the adjacent parcels so as to minimize any such interference or interruption. In the event that Grantee fails to do so, Grantor shall have the right to make such repairs and restoration and to charge the same to Grantee, who shall immediately reimburse such Grantor.

4. **Relocation of Easement Areas.** Grantor may, at its sole cost and expense, and in reasonable coordination with Grantee, move the Access Easement Area and/or the Wastewater Easement Area, as the case may be, to another location, provided that (i) Grantor constructs and installs Wastewater Improvements to replace the Wastewater Improvements located in the Wastewater Easement Area to be relocated, (ii) Grantor conveys an easement to Grantee for the relocated easement in a form reasonably acceptable to Grantee, (iii) the easement, as relocated, still connects with the Wastewater Improvements on adjacent parcels, and (iv) such relocation of the Access Easement Area provides reasonable access for ingress and egress to the Wastewater Easement Area.

5. **Grantor Improvements.** Grantor, at its sole cost and expense, may use, construct, install, maintain and repair improvements on, over, across and through the Access Easement Area and the Wastewater Easement Area ("Grantor Improvements"), including without limitation underground utilities, curbs, gutters, sidewalks and/or roadways, landscaping, fences, walls, temporary structures, and other similar improvements, provided that such improvements shall not unreasonably interfere with the use, operation, maintenance and repair of



With a copy to:

Shawn C. Ferrin  
Parsons Behle & Latimer  
201 S. Main Street , Suite 1800  
Salt Lake City, UT 84111

10. **Indemnification.** The easements granted herein are subject to the condition that the Grantee shall indemnify and hold harmless the Grantor, and its successors and assigns against any and all liability caused by the acts of the Grantee, its contractors or agents, during the installation, construction, maintenance, operation, repair and replacement of the wastewater pipeline or other components or improvements related thereto provided for in the Wastewater Easement, and the use of the Access Easement. Grantor's right to indemnification or to be held harmless by the Grantee under the terms of this paragraph is expressly conditioned upon prompt and immediate notice by Grantor, to the Grantee of any claim or demand of which it has actual knowledge which would cause a claim for indemnification against the Grantee and upon the Grantee's right to defend any claim against Grantor which would cause a claim of indemnification against the Grantee. This provision shall not be interpreted or construed to waive the rights of the Grantee to the affirmative defenses to claims provided under the Utah Governmental Immunity Act. To the extent that it is determined by a competent court with proper jurisdiction over Grantor that Grantor does not have legal authority pursuant to its lease of the Grantor Parcels to grant the Wastewater Easement and the Access Easement to Grantee, Grantor hereby agrees to indemnify and hold the Grantee harmless against any and all liability caused by such determination, including, without limitation, reasonable attorneys' fees and costs.

11. **Miscellaneous.**

(a) This Agreement and the easements and undertakings contained herein shall be perpetual.

(b) This Agreement contains the entire agreement between the parties hereto with respect to the matters addressed herein. This Agreement cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties.

(c) The parties hereto do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

(d) The parties hereto shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

(f) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

[SIGNATURES FOLLOW]

SIGNATURE PAGE FOR SNYDERVILLE  
BASIN WATER RECLAMATION DISTRICT

SNYDERVILLE BASIN WATER  
RECLAMATION DISTRICT, a special district of  
the State of Utah

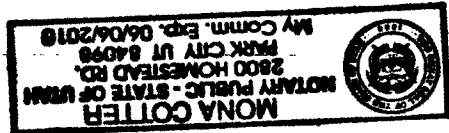
By: *Michael L. Liers* BDA  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH )  
: ss.  
COUNTY OF Summit )

The foregoing instrument was acknowledged before me this 4 day of JUNE,  
2007, by Michael Liers, GENERAL MANAGER of Snyderville Basin Water  
Reclamation District, a special district of the State of Utah.

*Mona Cotter*  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
6/6/2010



SIGNATURE PAGE FOR ASCU

ASC UTAH, INC., a Maine corporation

By: [Signature]  
Name: Timothy Vetter  
Title: Vice President

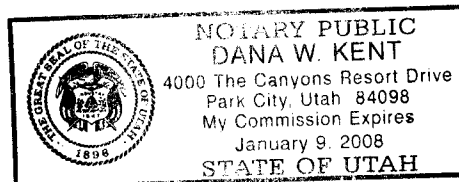
STATE OF UTAH )  
: ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 25 day of May, 2007, by Timothy Vetter, the Vice President of ASC Utah, Inc., a Maine corporation.

[Signature]  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

1-9-2008



## EXHIBIT A

### Description of Grantor Parcels

#### Wastewater Easement

That certain real property situated in Summit County, Utah and more particularly described as follows:

Beginning at a point which lies North  $00^{\circ}13'26''$  West a distance of 836.27 feet and North  $89^{\circ}46'34''$  East a distance of 355.57 feet from the South Quarter corner of Section 36, T1S, R3E, SLB&M, basis of bearing being North  $89^{\circ}59'43''$  West a distance of 2667.10 feet between the Southeast corner of said Section 36 and the said South Quarter corner; thence leaving said point of beginning North  $19^{\circ}25'12''$  East a distance of 20.00 feet; thence South  $70^{\circ}34'48''$  East a distance of 36.68 feet; thence South  $44^{\circ}51'38''$  East a distance of 83.16 feet; thence South  $65^{\circ}57'07''$  East a distance of 84.82 feet to a point on a non-tangent, 20.00 foot radius curve to the right, center bears South  $35^{\circ}57'07''$  East; thence along the arc of said curve, through a central angle of  $66^{\circ}23'33''$ , a distance of 23.18 feet; thence North  $60^{\circ}26'26''$  East a distance of 122.81 feet; thence North  $15^{\circ}39'31''$  East a distance of 49.80 feet; thence South  $74^{\circ}46'01''$  East a distance of 20.00 feet; thence South  $15^{\circ}39'31''$  West a distance of 58.19 feet; thence South  $60^{\circ}26'26''$  West a distance of 131.05 feet to a point on a non-tangent, 20.00 foot radius curve to the right, center bears North  $89^{\circ}33'34''$  West; thence along the arc of said curve, through a central angle of  $173^{\circ}36'27''$ , a distance of 60.60 feet; thence North  $65^{\circ}57'07''$  West a distance of 88.54 feet; thence North  $44^{\circ}51'38''$  West a distance of 82.32 feet; thence North  $70^{\circ}34'48''$  West a distance of 32.12 feet to the point of beginning.

Easement crosses Parcels PP-75-C, PP-75-D, PP-75-6, and SLFS-ALL

#### Access Easement

That certain real property situated in Summit County, Utah and more particularly described as follows:

##### **Access Easement along High Mountain Road:**

A 30' wide Access Easement centered on the centerline alignment of High Mountain Road and beginning at a point that is located S  $89^{\circ}59'41''$ E 744.7804 feet and North 18.1482 feet from the South Quarter Corner of Section 36, T1S, R3E, SLB&M, said point being the intersection of High Mountain Road. Thence along the centerline of High Mountain Road N  $14^{\circ}14'22''$  W a distance of 45.717 feet to a point on a 150.00 ft radius curve to the right(chord bears N  $07^{\circ}07'14''$ W) ; thence along the arc of said curve a distance of 37.27 feet; thence N  $00^{\circ}00'06''$  W a distance of 27.912 feet to a point on a 200.00 foot radius curve to the left (chord bears N  $28^{\circ}26'35''$ W); thence along the arc of said curve a distance

of 198.59 feet; thence N 56°53'05" W a distance of 171.60 feet to a point on a 150.00 foot radius curve to the right (chord bears N 48°59'27" W); thence along the arc of said curve a distance of 41.33 feet; thence N 41°05'48" W a distance of 74.879 feet to a point on a 250.00 foot radius curve to the right (chord bears N 08°29'40" W); thence along the arc of said curve a distance of 284.51 feet to a point on a 175.00 foot reverse curve to the left (chord bears N 02°04'25" W) ; thence along the arc of said curve a distance of 159.93 feet to a point on a 135.00 foot compound curve to the left (chord bears N 73°58'13" W); thence along the arc of said curve a distance of 215.43 feet; to a point on a 300 foot radius compound curve to the left ( chord bears S 40°51'44" W); thence a distance of 203.70 feet along the arc of said curve to the end of the present alignment improvements.

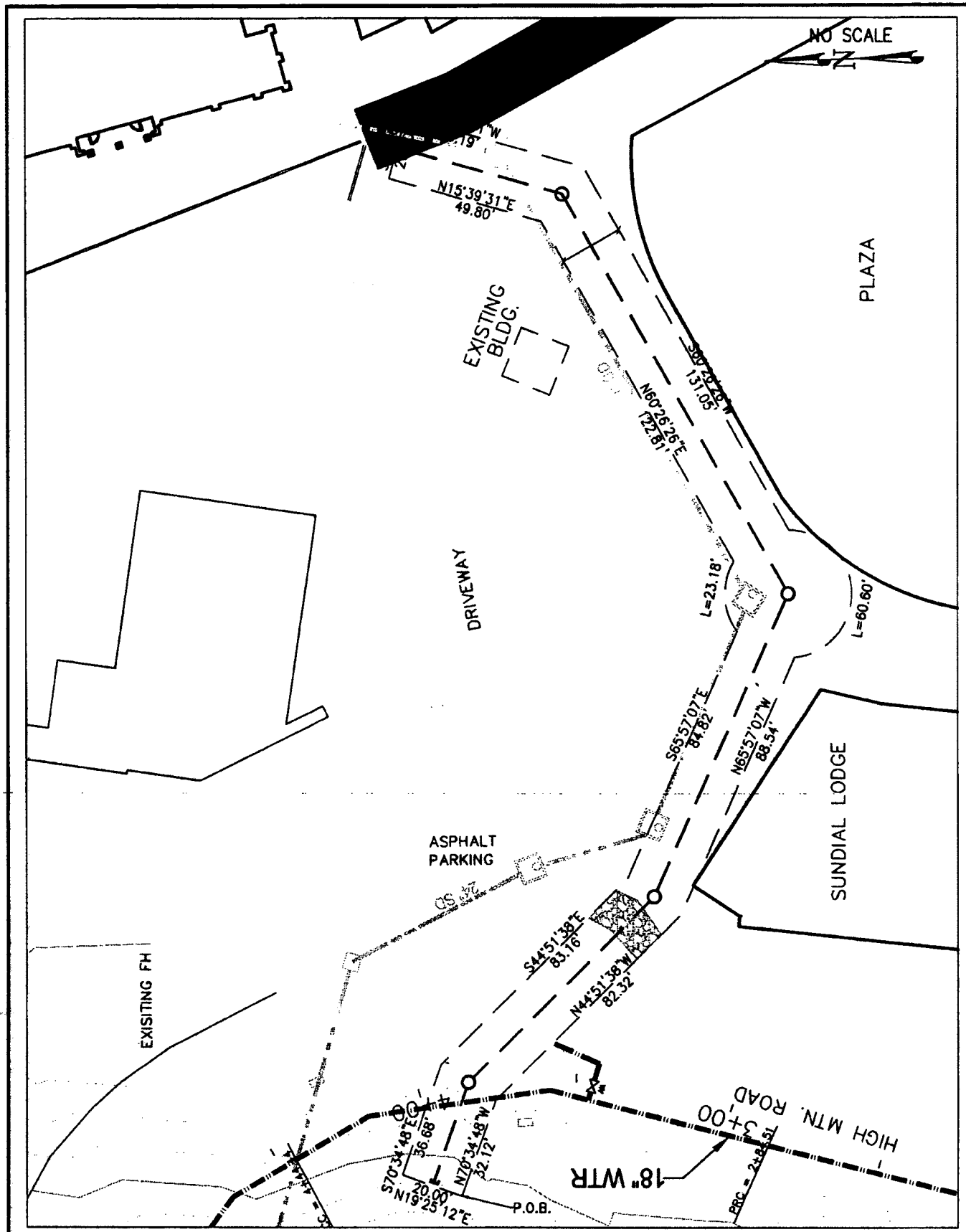
Easement crosses Parcels PP-75-4, PP-75-C, PP-75-D, and PP-75-G-1-B

**Access Easement into Plaza:**

Beginning at a point which lies North 89°59'43" West a distance of 1346.71 feet and North 00°00'17" East a distance of 110.92 feet from the South East corner of Section 36, T1S, R3E, SLB&M, basis of bearing being North 89°59'43" West a distance of 2667.10 feet between the Southeast corner of said Section 36 and the said South Quarter corner; said point being the beginning of a 20 foot access easement centered on the following described centerline, running thence along a 49.74 foot radius curve to the right (chord bearing N38°35'08"W) 18.88 feet; thence along a 81.33 foot radius curve to the left (chord bearing N37°36'04"W) 28.08 feet; thence N47°29'37"W 15.75 feet; thence along a 68.97 foot radius curve to the left (chord bearing N56°45'12"W) 26.55 feet; thence along a 135.34 foot radius curve to the right (chord bearing N57°38'16"W) 47.92 feet; thence 83.63' N47°29'37"W; Thence along a 130.00 foot radius curve to the left (chord bearing N60°59'38"W) 61.26 feet; thence N74°29'39"W 73.89'; thence along a 30.00 foot radius curve to the left (chord bearing N86°16'21"W) 12.33 feet; thence along a 30.00 foot radius curve to the right (chord bearing N88°52'40"W) 9.61 feet; thence 4.52 feet N74°29'39"W; thence along a 35.00' radius curve to the right (chord bearing N51°40'47"W) 27.87 feet; thence N28°51'56"W 45.54 feet; thence N29°04'40"W 543.08 feet; thence N21°34'12"W 31.53 feet.

Easement crosses Parcels PP-75-4, PP-75-5, PP-75-6, and PP-75-K

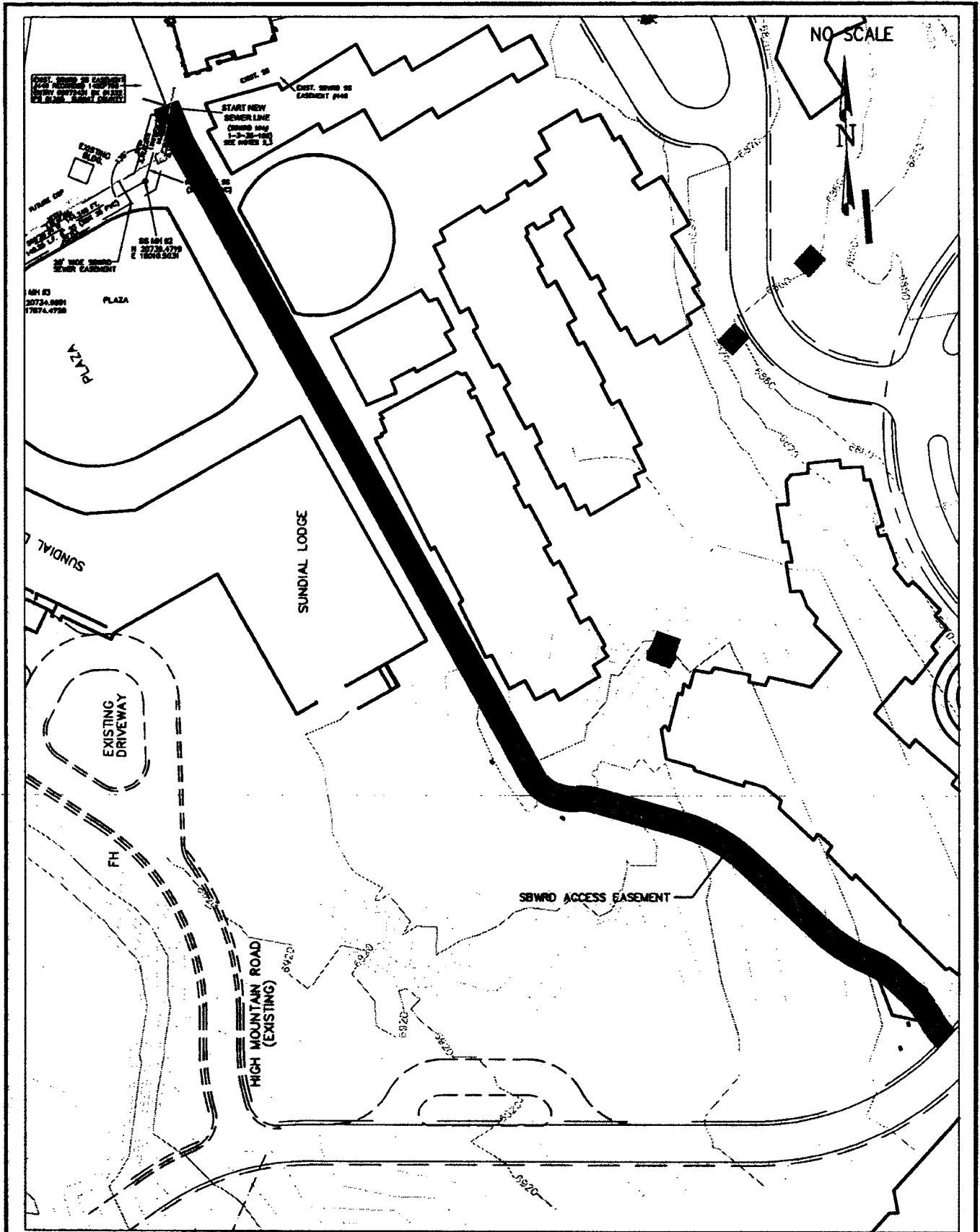




**FORSGREN ASSOCIATES, INC.**  
 370 EAST 500 SOUTH SUITE #200  
 SALT LAKE CITY, UTAH 84111  
 (801) 364-4785

**SBWRD WASTEWATER EASEMENT**

DRAWN BY: JVW      DATE: 06/DEC/05      REV. A



**FORSGREN ASSOCIATES, INC.**  
 370 EAST 500 SOUTH SUITE 2200  
 SALT LAKE CITY, UTAH 84111  
 (801) 364-4785

**SBWRD ACCESS EASEMENT INTO PLAZA**

DRAWN BY: JWV

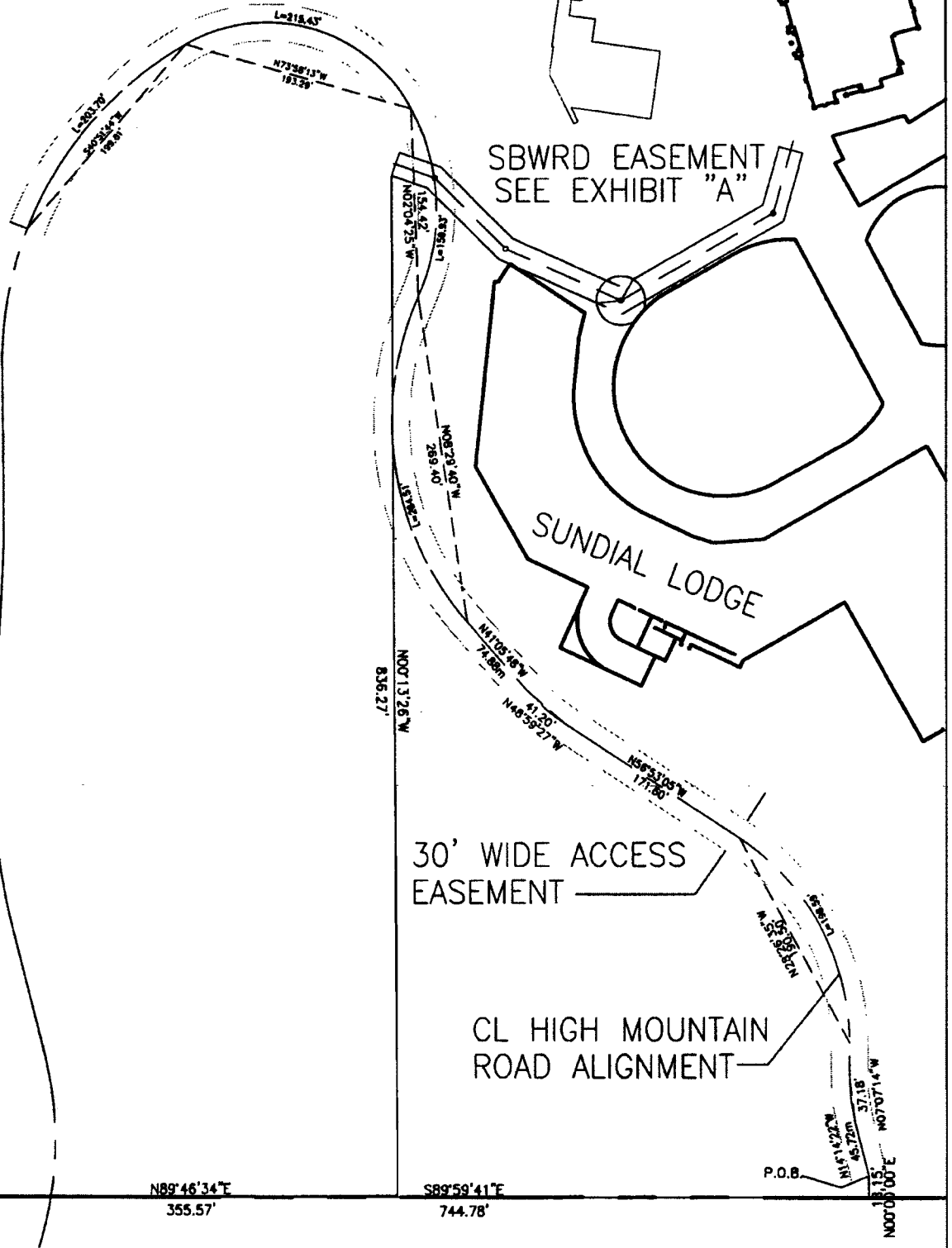
DATE: March 2007

REV. A



NO SCALE

SOUTH QUARTER CORNER SECTION 36  
TOWNSHIP 1 SOUTH, RANGE 3 EAST,  
SALT LAKE BASE AND MERIDIAN  
FOUND BRASS CAP



**FORSGREN ASSOCIATES, INC.**  
 370 EAST 500 SOUTH SUITE #200  
 SALT LAKE CITY, UTAH 84111  
 (801) 364-4785

**SBWRD ACCESS EASEMENT  
 ALONG HIGH MOUNTAIN ROAD**

DRAWN BY: JWV      DATE: 05/DEC/05      REV. A