

WHEN RECORDED, MAIL TO:
John R. Anderson
1939 South 300 West, Suite 200
Salt Lake City, Utah 84115

SECONDARY ACCESS EASEMENT AGREEMENT
(Treasure Hill Lot 7)

THIS SECONDARY ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into as of the 20 day of Aug, 2003 by, between and among SWEENEY LAND COMPANY, a general partnership organized and existing under the laws of the State of Utah, of P.O. Box 2429, Park City, Utah 84060, EDMUND J. BEAULIEU, an individual of 8001 West Court Drive, Niles, Illinois 60714, and CLYDE CARLIG, an individual of ~~236 SCISSORTAIL TRAIL, GEORGETOWN, TEXAS 78628~~ (collectively, "Grantor"), and JOHN R. ANDERSON and CAROL LEE HATCH, individuals of 1939 South 300 West, Suite 200, Salt Lake City, Utah 84115 (collectively, "Grantee").

Recitals

- A. Grantor owns those certain parcels of real property located in Summit County, Utah more particularly described in Exhibit A, attached hereto ("Grantor's Property").
- B. Grantee owns that certain parcel of real property located in Summit County, Utah more particularly described in Exhibit B, attached hereto ("Grantee's Property").
- C. Grantor and Grantee desire to create an easement for secondary vehicular access purposes upon Grantor's Property for the benefit of Grantee's Property in accordance with and subject to the terms and conditions hereof.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

I. Grant of Secondary Access Easement. Subject to all of the terms and conditions hereof and to existing easements and restrictions of record, Grantor, as owner of Grantor's Property, hereby grants to Grantee, as the owner and for the benefit of Grantee's Property, a perpetual, non-exclusive easement upon and across the vehicular trails on Grantor's Property (the "Easement"), as the same may exist from time to time, for the purpose of secondary vehicular access to Grantee's Property; provided, however, that such access shall be limited to access by vehicles and for purposes which cannot reasonably be served by the normal, primary means of access to Grantee's Property.

00667922 BK01563 PG00098-00106
ALAN SPRIGGS, SUMMIT CO RECORDER
2003 AUG 20 16:10 PM FEE \$30.00 BY DMG
REQUEST: COALITION TITLE

BK1563 PG0098

2. Notice and Consent. Grantee shall not enter upon the Easement except upon prior notice to and with the written consent of Grantor, which consent shall not be unreasonably withheld. Grantee acknowledges that access may not be available from time to time due to construction activities on Grantor's Property.

3. Grantee's Use. Grantee shall not allow any smoking or other fire on the Easement in connection with Grantee's use, and shall exercise due regard for, and shall avoid unnecessary interference with and disturbance of, Grantor's use of Grantor's Property and any residence that may be located thereon.

4. Grantor's Use. Grantor shall not construct improvements, plant trees or shrubs or otherwise modify the Easement in a manner which would prevent Grantee's use of the Easement for secondary vehicular access purposes. Grantor shall otherwise be free to landscape and use the Easement for all lawful purposes. Grantor may install fences with gates across the Easement to control access to Grantor's property, provided that Grantor provides to Grantee a key or combination to any lock placed on the gates.

5. Reclamation and Restoration by Grantee. Grantee shall not have any right to grade, improve or change the surface contours of the Easement, and Grantee shall promptly repair and restore any damage caused by Grantee's use of the Easement.

6. Relocation of Easement. Grantor reserves the right to amend this Agreement to relocate the Easement to another location on Grantor's Property by recording and delivering to Grantee a notice of relocation setting forth the new legal description of the Easement; provided that the new location provides comparable secondary vehicular access to Grantee's Property.

7. Limited Use During Construction. Notwithstanding any other provision hereof, but subject to the notice and consent requirements of Paragraph 2, Grantee may use the Easement for primary access to Grantee's Property during construction of a tunnel to provide access to Grantee's Property from Woodside Avenue, and during initial construction of a single family residence on Grantee's Property until such time as the tunnel is completed. After the tunnel is completed, Grantee's use the Easement for construction purposes shall be limited to delivery and construction vehicles, equipment and loads which are too large or cumbersome to use the tunnel.

8. Grantee's Indemnity. Grantee shall use the Easement and exercise all of Grantee's rights hereunder at Grantee's sole risk and expense. Grantee shall indemnify and defend Grantor from and against all claims and liabilities, including reasonable attorneys' fees, arising out of Grantee's use of the Easement.

9. Covenants Running with the Land. The parties hereby declare the rights, benefits and obligations contained herein to be covenants running with, benefiting and burdening Grantor's Property and Grantee's Property. Upon the conveyance by either party or by any successor of either party of all of such party's interest in Grantor's Property or Grantee's Property, as applicable, the rights and obligations of the conveying party shall automatically pass to and bind the new owner and the conveying party shall not be liable for any obligations accruing hereunder after the effective date of the conveyance.

BK1563 PG0099

10. Miscellaneous Provisions.

(a) This Agreement embodies the entire understanding among the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Agreement shall be recorded in the office of the Summit County Recorder, Summit County, Utah.

(c) This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

(d) Each individual executing this Agreement in a representative capacity represents and warrants to the other parties that he has been duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth above his signature.

(e) The exhibit(s) attached to this Agreement are expressly made a part of this Agreement as fully as though completely set forth in it. All references to this Agreement shall be deemed to refer to and include all such exhibits.

(f) This Agreement shall be deemed effective as of the date hereof and upon the execution of this Agreement by all of the parties hereto.

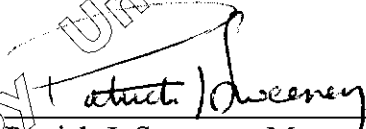
(g) Time is of the essence in the performance by the parties hereto of the terms, covenants and conditions under this Agreement.

(h) Each party hereto agrees that should it default in any of the covenants or agreements contained herein, the defaulting 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 hereunder or by the statutes or other law of the State of Utah, whether such remedy is pursued by filing a suit or otherwise and whether such costs and expenses are incurred with or without suit or before or after judgment. A waiver by any party of a breach of any term or condition of this Agreement shall not constitute a waiver of any further breach of a term or condition.

(i) The parties hereto agree to execute any and all other documents and to take any further actions reasonably necessary to effectuate the purposes of this Agreement.

GRANTOR:

SWEENEY LAND COMPANY

By 
Patrick J. Sweeney, Managing General Partner

Edmund J. Beaulieu
Edmund J. Beaulieu

Clyde Carlig
Clyde Carlig

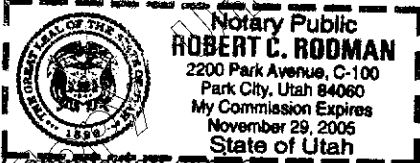
GRANTEE:

John R. Anderson
John R. Anderson

Carol Lee Hatch
Carol Lee Hatch

STATE OF UTAH)
) : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me on the 9 day of July, 2003, by Patrick J. Sweeney as the Managing General Partner of Sweeney Land Company.



My Commission expires Nov 29 2005

Robert C. Rooman
Notary Public
Residing at Summit Co Utah

BK1563 PC0101

STATE OF Illinois)
) ss.
COUNTY OF Lane)

The foregoing instrument was acknowledged before me on the 4th day of February, 2003, by Edmund J. Beaulieu

D.M. Romani

Notary Public
Residing at Vernon Hills

My Commission expires: "OFFICIAL SEAL"
D.M. Romani
Notary Public, State of Illinois
My Commission Expires 03-26-03

STATE OF Texas)
) ss.
COUNTY OF Williams)

The foregoing instrument was acknowledged before me on the 13 day of February, 2003, by Clyde Carlig.



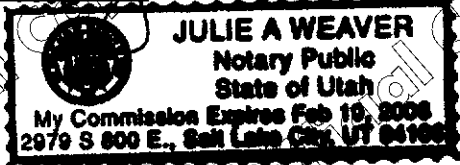
Janie DeLaCruz

Notary Public
Residing at Georgetown, TX

My Commission expires:
12-27-2004

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on the 1st day of January, 2003, by John R. Anderson



Julie A Weaver

Notary Public
Residing at Salt Lake City, Utah

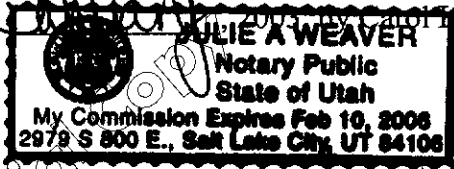
My Commission expires:
2/10/06

STATE OF UTAH

ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on the 17th day of



My Commission expires:

2/10/06

Notary Public
Residing at

Julie A. Weaver
Salt Lake City, Utah

639210

BK1563 PG0103

EXHIBIT A

Grantor's Property

Beginning at the Center of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being South $16^{\circ}50'13''$ East, 74.98 feet, more or less, from a Park City Monument at the Intersection of Lowell Avenue and Shepard Street; and running thence North $89^{\circ}56'24''$ East 385.96 feet along 1/4 Section Line; thence South $27^{\circ}00'12''$ East, 15.89 feet; thence South $42^{\circ}57'14''$ East, 3.40 feet; thence South $55^{\circ}53'00''$ West, 93.90 feet; thence South $57^{\circ}40'08''$ East, 109.20 feet; thence North $60^{\circ}08'27''$ East, 11.21 feet; thence South $38^{\circ}06'27''$ East, 39.16 feet; thence South $57^{\circ}40'08''$ East, 94.35 feet; thence North $33^{\circ}32'19''$ East, 86.59 feet; thence North $23^{\circ}38'00''$ West, 51.39 feet; thence South $70^{\circ}01'36''$ East, 90.61 feet; thence South $66^{\circ}22'00''$ West, 18.75 feet; thence South $32^{\circ}43'26''$ West, 24.33 feet; thence South $14^{\circ}07'38''$ West, 27.12 feet; thence South $23^{\circ}38'00''$ East, 17.00 feet; thence South $45^{\circ}11'38''$ East, 54.42 feet; thence South $23^{\circ}38'00''$ East, 404.45 feet; thence North $0^{\circ}52'00''$ East, 75.00 feet to the Northwest corner of Lot 14, Block 28 said survey, said point also being South $66^{\circ}52'00''$ West, 300.01 feet and South $23^{\circ}38'00''$ East, 64.88 feet, more or less, from a Park City Monument at the Intersection of Park Avenue and 6th Street; thence South $23^{\circ}38'00''$ East, 300.00 feet to the Southwest corner of Lot 3, Block 28; thence South $66^{\circ}52'00''$ West, 25.00 feet; thence South $23^{\circ}38'00''$ East, 25.00 feet; thence North $66^{\circ}52'00''$ East, 25.00 feet to the Northwest corner of Lot 1, Block 28, said survey; thence South $23^{\circ}38'00''$ East, 25.48 feet to the Southwest corner of said Lot 1; thence South $66^{\circ}22'00''$ West, 75.00 feet; thence South $23^{\circ}38'00''$ East, 30.00 feet; thence North $66^{\circ}22'00''$ East, 75.00 feet to the Northwest corner of Lot 19, Block 29, said survey; thence South $23^{\circ}38'00''$ East, 325.00 feet to the Southwest corner of Lot 7, Block 29; thence South $66^{\circ}22'00''$ West, 75.00 feet; thence South $23^{\circ}38'00''$ East, 74.67 feet, more or less, to the East-west 40 Acre Line; thence South $89^{\circ}36'41''$ East, 82.11 feet, more or less, along said 40 Acre Line; thence South $23^{\circ}38'00''$ East, 91.91 feet, more or less, to the Northwest corner of Lot 2, Block 1 as platted on the Easterly end of the patented Park City Lode Mining Claim U.S. Lot No. 633; thence South $66^{\circ}22'00''$ West, 75.00 feet to the Northwest corner of Lot 12 of said mining claim; thence South $23^{\circ}38'00''$ East, 53.98 feet to the Southwest corner of Lot 13 said mining claim; thence North $66^{\circ}40'00''$ East, 141.00 feet, more or less, to a North-south 40 Acre line and the West line of Park City Townsite said point being South $66^{\circ}40'00''$ West, 240.50 feet and North $0^{\circ}08'50''$ West, 16.32 feet, more or less, from a Park City Monument at the Intersection of Park Avenue and 4th Street; thence South $0^{\circ}08'50''$ East, 32.64 feet, more or less, along said 40 Acre Line and said West Line; thence South $66^{\circ}40'00''$ West, 52.99 feet, more or less, to the Northwest corner of said mining claim; thence South $23^{\circ}38'00''$ East, 250.00 feet to the Northeast corner of Lot 22, Block 30, Park City Townsite Survey, Amended Plat; thence South $66^{\circ}40'00''$ West, 75.00 feet; thence South $23^{\circ}38'00''$ East, 42.87 feet; thence South $62^{\circ}20'36''$ West, 121.85 feet; thence South $23^{\circ}38'00''$ East, 45.70 feet; thence South $68^{\circ}07'00''$ West, 28.75 feet; thence South $23^{\circ}38'00''$ East, 51.61 feet; thence North $75^{\circ}38'35''$ East, 29.97 feet; thence South $23^{\circ}38'00''$ East, 132.68 feet; thence North $66^{\circ}12'00''$ East, 16.39 feet, more or less, to said 40 Acre Line and said West Line; thence South $0^{\circ}08'50''$ East, 1025.87 feet along said 40 Acre Line and said West Line to a point on the Alice Lode which point is North $31^{\circ}40'53''$ West, 583.55 feet from a Park City Monument on the Centerline of Daly Avenue; thence South $55^{\circ}53'19''$ West, 19.14 feet along said Alice Lode; thence South

89°51'10" West, 10.52 feet; thence South 55°55'40" West, 420.90 feet; thence North 47°25'46" West, 2906.65 feet; thence North 8°56'27" East 845.30 feet; thence North 2°31'24" West, 503.18 feet, more or less, to the 1/4 Section Line; thence North 89°56'30" East, 1081.16 feet, more or less, along said 1/4 Section Line to the point of beginning. Containing 123.585 Acres, more or less.

(Basis of bearing for the above descriptions is the Park City Monuments at the Intersections of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38'00" East.)

(Part of Tax Serial Nos. PC-351, PC-364-A, PC-800-1, PC-800-1-A and PC-364-B-X.)

EXCLUDING from the above description all of Treasure Hill Amended Subdivision Phase I, according to the official plat thereof recorded in the office of the Summit County Recorder.

Also EXCLUDING from the above description Lot 6 and Lot 7, Treasure Hill Subdivision Phase II, according to the official plat thereof recorded in the office of the Summit County Recorder.

Also EXCLUDING from the above description the following described property:

Beginning at a point which is South 89°56'30" West, 101.63 feet and South, 1708.34 feet, more or less, from the Center of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, also being South, 1780.21 feet and West, 79.91 feet, more or less, from a Park City Monument at the intersection of Lowell Avenue and 9th Street; and running thence South 50°56'26" East, 656.36 feet; thence South 21°45'40" East, 399.68 feet; thence South, 450.00 feet; thence North 47°25'45" West, 1229.90 feet; thence North 12°44'05" East, 270.00 feet; thence North 53°30'00" East, 234.36 feet to the point of beginning. (Basis of bearing for the above description is the Park City Monuments at the Intersections of Park Avenue and 4th Street and Park Avenue and 6th Street whose bearing is South 23°38' East; Tax Serial No. PC-800-1.)

BK1563 PG0105

EXHIBIT B

Grantee's Property

Lot 7, Treasure Hill Subdivision Phase II, according to the official plat thereof recorded in the office of the Summit County Recorder.

(Part of Tax Serial Nos. PC-351 and PC-364-A.)

BK1563 PG0106