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**RIGHT-OF-WAY AND SNOW STORAGE
EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, effective this ___ day of _____, 2014, that for Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof being hereby acknowledged by **Billie C. Schmidt**, of 4055 E. Post Road, Las Vegas, Nevada 89120, hereinafter called the "Grantor", hereby grants and conveys to **The Ridges at Chalet Village Homeowners Association**, of 415 N. Main, Cedar City, Utah 84720, **Chalet Village Resort Condominiums Phase A Owners Association**, a Utah corporation, of c/o Terra West Management Services, 6655 S. Cimarron Road, Suite 200, Las Vegas, Nevada 89113, and **Mountain Spirit Properties, Inc.**, a Utah corporation ("MSPI"), of 4055 E. Post Road, Las Vegas, Nevada 89120, their successors and assigns, hereinafter called collectively the "Grantee", the following easement ("Easement"):

- (i) a non-exclusive right-of-way easement in, under, on, over, across, and through that property described as "Easement 3" on **Exhibit A**, attached hereto and incorporated herein, for the sole right to:

use and maintain a private roadway and for the right to plow, cast and store snow that has fallen in adjacent private rights-of-way. Restrictions: 1) erecting a structure upon the easement, 2) excessive debris on the easement (i.e. trash, materials, uncontrolled fill); and 3) cutting down trees with a trunk larger than 6" in diameter without Grantor's written permission.

Grantee shall have the right to use that property described as "Easement 3" on **Exhibit A** for those purposes described above in item (i) and shall have no right to use Easement 3 for any other use. Grantee shall pay Grantor \$200 per year in advance for the uses provided in this Easement which amount shall be adjusted as provided herein. The first yearly Easement Fee in the amount of \$200 is due October 1, 2013. The yearly Easement Fee shall be paid on or before October 1st of each and every year thereafter. The yearly Easement Fee shall increase by three percent (3%) beginning with the October 1, 2018 payment and shall increase by an additional three percent (3%) each and every fifth year thereafter. For example, the October 1, 2018 yearly Easement Fee shall be increased from \$200 to \$206 and shall remain at \$206 each and every year thereafter until October 1, 2023, when it shall increase by another three percent (3%) to \$212.18 and shall remain at \$212.18 for the next five years when it shall increase by another three percent (3%) on October 1, 2028, etc..

Grantee shall repair any damage resulting from Grantee's use of the Easement as contemplated by this agreement. The use of the Easement by Grantee shall be performed in such a manner as to minimize interference with the use and enjoyment of the Easement by Grantor.

Grantee shall deliver to Grantor a Certificate of General Liability Insurance in the amount of \$1 million per occurrence, \$2 million in the aggregate naming Grantor as an additional insured to the policy and maintain said policy during the term of this Easement Agreement.

Grantor represents, warrants, covenants and agrees that it has good, right and lawful authority to execute and deliver this instrument. Grantor hereby further reserves unto itself, its heirs, successors and assigns, the right to grant additional easement in, under, over and across the Easement for any purpose as Grantor deems necessary in Grantor's sole discretion provided such additional easement do not materially impair, interfere with or obstruct the use of the Easement by Grantee.

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Grantee shall fully exonerate, indemnify and hold harmless Grantor from any and all claims, demands, damages, actions, causes of actions, suits, threats, liabilities, obligations, liens, costs, expenses and fees of any nature, character and description which arise out of Grantee's storage of snow on Grantor's property. Grantee shall indemnify, save and hold Grantor harmless from any loss, attorney fees, claim and liability arising out of, or attributable to the use of the Easement by Grantee, its employees, agents, invitees, contractors and representatives.

Grantor makes no representations or warranties, express or implied, in connection with this grant and the Easement, whether of title, fitness of use, condition, purpose, or of any other nature. Grantor represents and warrants that Grantor has the authority to grant the Easement contained herein. Grantee accepts each Easement in each of its present condition, "as-is", "where-is" and "with all faults" and subject to any and all existing liens, encumbrances, charges, easement, rights and covenants, conditions and restrictions of record.

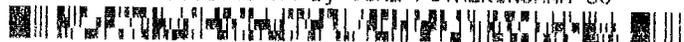
Termination Provision: Upon thirty (30) days written notice to the address written above or to a substituted address giving to Grantor by Grantee in writing, Grantor shall have the right to terminate this Easement for Grantee's failure to pay annual fees; violation of restrictions regarding excessive debris on the easement (i.e. trash, materials, uncontrolled fill), erecting a structure upon the Easement; not maintaining a Certificate of General Liability Insurance in the amount of \$1 million dollars per occurrence, \$2 million dollars in the aggregate and naming Grantor as an additional insured to the policy, or; cutting down trees with a trunk larger than 6" in diameter without Grantor's written permission. The provisions of this Easement do not go into effect until proof of insurance is delivered to Grantor. If, at any time, proof of insurance has been rescinded, this Easement may be terminated if after written notice Grantee does not have insurance reinstated and provide proof thereof to Grantor within ten (10) days. Except for the insurance provisions above, if, after the thirty (30) days written notice of default has been delivered to Grantee, the default by Grantee has not been cured, Grantor, in its absolute discretion may record a Notice of Termination of Easement terminating Grantee's easement under this Easement. Upon termination as specified herein, Grantor retains the right to pursue any and all other remedies which may be available to Grantor.

Partial Termination Provision: Grantor upon development of Grantor's property shall have the unilateral right to withdraw from, and terminate, a portion of Easement 1 necessary for the access and development of Grantor's property.

If any party is required to take action to enforce the terms and conditions of this Agreement, the defaulting party agrees to pay all costs incurred by the non-defaulting party, including attorney's fees whether suit is brought or not. This Easement shall be interpreted and enforceable under the laws of the State of Utah.

Mediation Clause. Within thirty (30) days of any party giving notice to the other of a dispute arising out of or related to this Agreement, or any party's performance hereunder, the parties shall engage in at least eight (8) hours of mediation before a mutually-acceptable mediator. Unless a party fails to participate in, and conclude the mediation process within such 30-day period, no party may initiate arbitration, litigation or any other binding or adjudicative dispute resolution process until mediation has first occurred. If the parties cannot agree upon a mediator, each party shall appoint a nominee and the nominees shall then collectively meet and appoint one mediator. The parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having

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personal knowledge of the facts underlying the dispute(s); and (iv) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. The fees of the mediator shall be shared equally by the parties. Venue of the mediation shall be the State of Utah. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation.

Any Notice required to be given under this Agreement shall be deemed received within three (3) days from the date placed in the U.S. regular mail or the date received if given by overnight mail, email or facsimile transmission.

The within grants are easement running with the land and shall be perpetual so long as they are used for the above-described purposes. This Agreement shall be binding on the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hand this 21 day of FEBRUARY, 2014, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Utah.

GRANTOR:

Billie C. Schmidt

GRANTEES:

The Ridges at Chalet Village
Homeowners Association

By: Donald Levan
Name: DONALD LEVAN'S
Title: PRESIDENTS

Chalet Village Resort Condominiums
Phase A Owners Association

By: _____
Name: _____
Title: _____

Mountain Spirit Properties, Inc.

By: _____
Name: _____
Title: _____

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personal knowledge of the facts underlying the dispute(s); and (iv) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. The fees of the mediator shall be shared equally by the parties. Venue of the mediation shall be the State of Utah. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation.

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IN WITNESS WHEREOF, we have hereunto set our hand this ____ day of _____, 2014, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Utah.

GRANTOR:

GRANTEES:

Billie C. Schmidt

The Ridges at Chalet Village
Homeowners Association

By: _____
Name: _____
Title: _____

Chalet Village Resort Condominiums
Phase A Owners Association

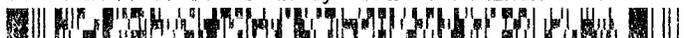
By: Christina Pital
Name: Christina Pital
Title: President

Mountain Spirit Properties, Inc.

By: _____
Name: _____
Title: _____

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B: 1289 P: 1391 Fee \$34.00
Debbie B. Johnson, Iron County Recorder Page 4 of 12
05/15/2014 11:31:49 AM By VIAL FOTHERINGHAM SG



personal knowledge of the facts underlying the dispute(s); and (iv) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. The fees of the mediator shall be shared equally by the parties. Venue of the mediation shall be the State of Utah. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation.

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The within grants are easement running with the land and shall be perpetual so long as they are used for the above-described purposes. This Agreement shall be binding on the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hand this ____ day of _____, 2014, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Utah.

GRANTOR:

Billie C. Schmidt
Billie C. Schmidt

GRANTEES:

The Ridges at Chalet Village
Homeowners Association

By: _____
Name: _____
Title: _____

Chalet Village Resort Condominiums
Phase A Owners Association

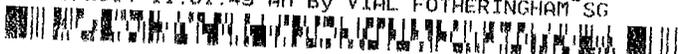
By: _____
Name: _____
Title: _____

Mountain Spirit Properties, Inc.

By: Billie C. Schmidt
Name: Billie C. Schmidt
Title: President

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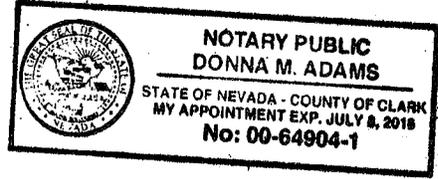
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STATE OF Nevada)
County of Clark) ss.

On the 23 day of April, 2014, personally appeared before me Billie C. Schmidt, the signer of the foregoing instrument, who duly acknowledged before me that he executed the same.

Donna M. Adams
NOTARY PUBLIC



STATE OF _____)
County of _____) ss.

On this ___ day of _____, 2014, personally appeared before me _____, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the _____ of The Ridges at Chalet Village Homeowners Association, a Utah corporation, and that he/she executed the foregoing Right-Of-Way And Snow Storage Easement Agreement on behalf said corporation by authority of a resolution of its Board of Directors, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

NOTARY PUBLIC

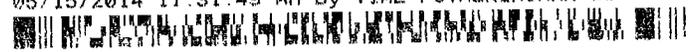
STATE OF _____)
County of _____) ss.

On this ___ day of _____, 2014, personally appeared before me _____, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the _____ of Chalet Village Resort Condominiums Phase A Owners Association, a Utah Non-profit corporation, and that he/she executed the foregoing Right-Of-Way And Snow Storage Easement Agreement on behalf said corporation by authority of a resolution of its Board of Directors, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

NOTARY PUBLIC

(Notary Page Continued on Following Page)

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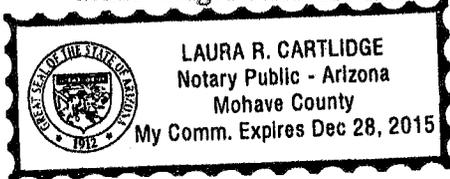
STATE OF _____)
) ss.
County of _____)

On the ____ day of _____, 2014, personally appeared before me Billie C. Schmidt, the signer of the foregoing instrument, who duly acknowledged before me that he executed the same.

NOTARY PUBLIC

STATE OF ARIZONA)
) ss.
County of MOHAVE)

On this 21 day of February, 2014, personally appeared before me DONALD LEVANS who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the PIESIDENT of The Ridges at Chalet Village Homeowners Association, a Utah corporation, and that he/she executed the foregoing Right-Of-Way And Snow Storage Easement Agreement on behalf said corporation by authority of a resolution of its Board of Directors, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.



[Handwritten Signature]

NOTARY PUBLIC

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2014, personally appeared before me _____, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the _____ of Chalet Village Resort Condominiums Phase A Owners Association, a Utah Non-profit corporation, and that he/she executed the foregoing Right-Of-Way And Snow Storage Easement Agreement on behalf said corporation by authority of a resolution of its Board of Directors, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

NOTARY PUBLIC

(Notary Page Continued on Following Page)

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STATE OF _____)
County of _____) ss.

On the ____ day of _____, 2014, personally appeared before me Billie C. Schmidt, the signer of the foregoing instrument, who duly acknowledged before me that he executed the same.

NOTARY PUBLIC

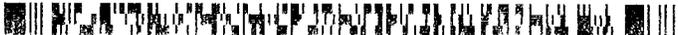
STATE OF _____)
County of _____) ss.

On this ____ day of _____, 2014, personally appeared before me _____, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the _____ of The Ridges at Chalet Village Homeowners Association, a Utah corporation, and that he/she executed the foregoing Right-Of-Way And Snow Storage Easement Agreement on behalf said corporation by authority of a resolution of its Board of Directors, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

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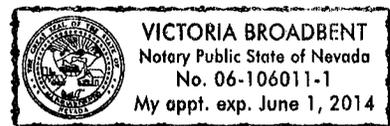
STATE OF Nevada)
County of Clark) ss.

B: 1289 P: 1395 Fee \$34.00
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On this 27 day of March, 2014, personally appeared before me Victoria Broadbent who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the President of Chalet Village Resort Condominiums Phase A Owners Association, a Utah Non-profit corporation, and that he/she executed the foregoing Right-Of-Way And Snow Storage Easement Agreement on behalf said corporation by authority of a resolution of its Board of Directors, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

Victoria Broadbent 03/27/14
NOTARY PUBLIC

(Notary Page Continued on Following Page) ^{for} Christina Pitchi
x [Signature]

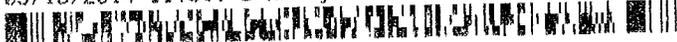


STATE OF Nevada)
County of Clark) ss.

On this 23 day of April, 2014, personally appeared before me Billie C. Pettitt who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the President of Mountain Spirit Properties, Inc., a Utah corporation, and that he/she executed the foregoing Right-Of-Way And Snow Storage Easement Agreement on behalf said corporation by authority of a resolution of its Board of Directors, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

Donna M. Adams
NOTARY PUBLIC



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EXHIBIT "A"

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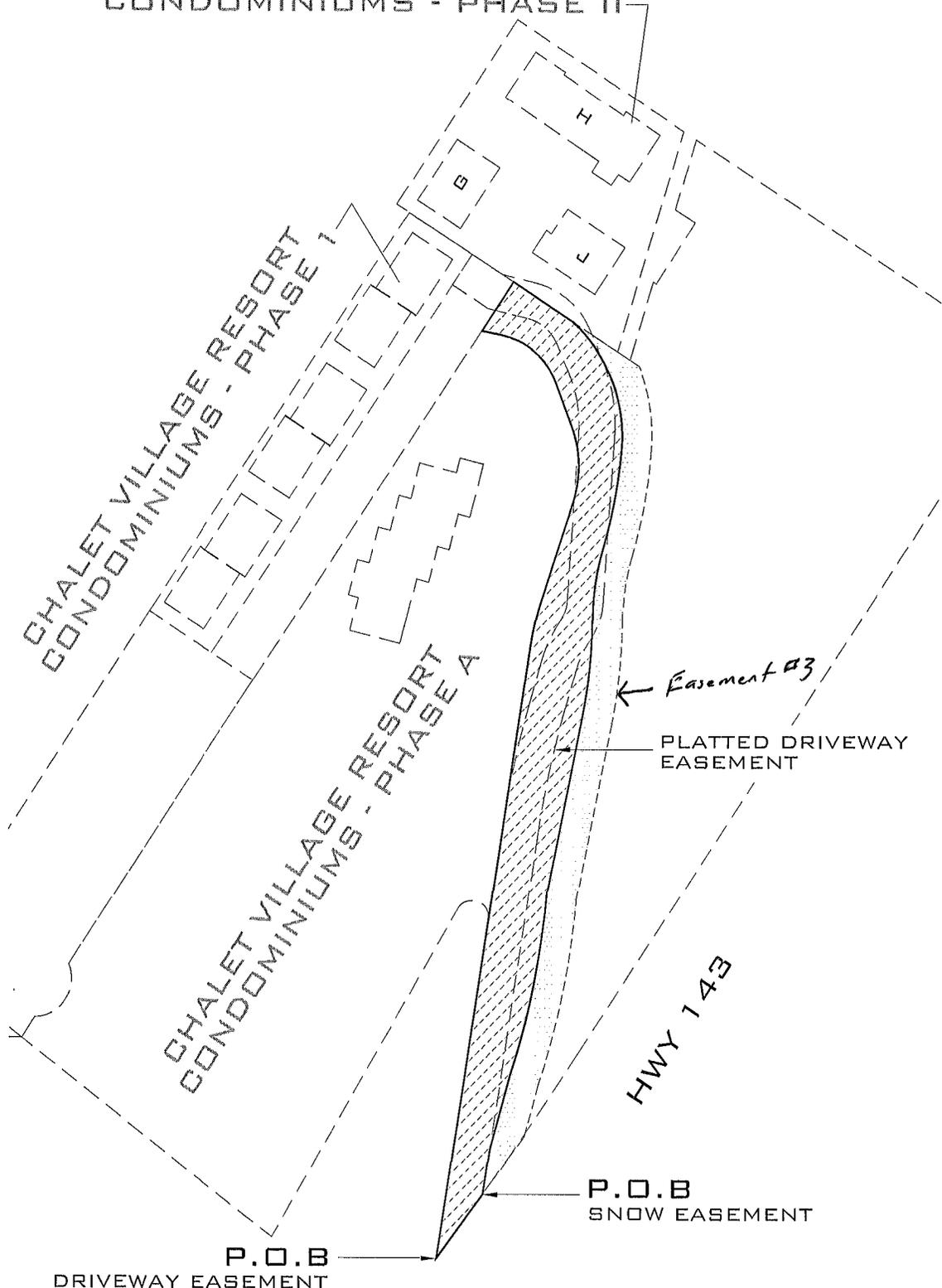
Exhibit A

Beginning at a point being on the northerly line of Highway 143, said point being North 1,135.42 feet and East 1,070.91 feet from the Southwest Corner of Section 2, Township 36 South, Range 9 West, Salt Lake Base & Meridian, and running;

thence North 08°47'30" East 30.69 feet;
thence North 15°32'07" East 49.45 feet;
thence northerly 122.31 feet along an arc of a 505.24 foot radius curve to the left (center bears North 71°20'19" West, long chord bears North 11°43'35" East 122.01 feet with a central angle of 13°52'13");
thence North 11°29'55" East 117.21 feet;
thence northerly 66.90 feet along an arc of a 341.64 foot radius curve to the left (center bears North 78°30'05" West, long chord bears North 05°53'21" East 66.79 feet with a central angle of 11°13'08");
thence northerly 46.93 feet along an arc of a 164.10 foot radius curve to the right (center bears South 89°43'13" East, long chord bears North 08°28'23" East 46.77 feet with a central angle of 16°23'12");
thence northerly 67.86 feet along an arc of a 318.70 foot radius curve to the left (center bears North 73°20'01" West, long chord bears North 10°33'58" East 67.74 feet with a central angle of 12°12'02");
thence northerly 92.40 feet along an arc of a 100.80 foot radius curve to the left (center bears North 85°32'03" West, long chord bears North 21°47'40" West 89.20 feet with a central angle of 52°31'14");
thence South 56°44'46" East 53.06 feet to and along the southwesterly line of the Chalet Villages Resort Condominiums – Phase II;
thence southerly 56.47 feet along an arc of a 120.80 foot radius curve to the right (center bears South 67°40'48" West, long chord bears South 08°55'38" East 55.96 feet with a central angle of 26°47'09");
thence southerly 72.12 feet along an arc of a 338.70 foot radius curve to the right (center bears North 85°32'03" West, long chord bears South 10°33'58" West 71.99 feet with a central angle of 12°12'02");
thence southerly 41.21 feet along an arc of a 144.10 foot radius curve to the left (center bears South 73°20'01" East, long chord bears South 08°28'23" West 41.07 feet with a central angle of 16°23'12");
thence southerly 70.81 feet along an arc of a 361.64 foot radius curve to the right (center bears North 89°43'13" West, long chord bears South 05°53'21" West 70.70 feet with a central angle of 11°13'08");
thence South 11°29'55" West 116.05 feet;
thence southerly 125.42 feet along an arc of a 525.24 foot radius curve to the right (center bears North 85°04'47" West, long chord bears South 11°45'39" West 125.12 feet with a central angle of 13°40'52");
thence South 15°32'07" West 35.90 feet the northerly line of Highway 143;
thence South 36°11'30" West 46.48 feet along said northerly line to the Point of Beginning.

Parcel # A-1150-0003-0001-02

CHALET VILLAGE RESORT
CONDOMINIUMS - PHASE II



DATE:	1/31/2014
JOB NO.:	0297-14
DRAWN BY:	BEA
DESIGNED BY:	BEA
SCALE:	1"=20'
DWG:	SURVEY-BASE

REVISIONS	DATE

ROSENBERG
A S S O C I A T E S
CIVIL ENGINEERS • LAND SURVEYORS

352 EAST RIVERBIDE
DRIVE, SUITE A-2 BT.
GEORGE, UTAH 84790
PH (435) 673-8586
FX (435) 673-8397
WWW.RACIVIL.COM

EXHIBIT MAP

SHEET
1
OF 1 SHEETS

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SNOW REMOVAL
EASEMENT #3"
T DRIVEWAY
NT



Bruce C. Jenkins, #5972
Joseph M. Hood, #13536
VIAL FOTHERINGHAM SG, LLP
1173 South 250 West, Suite 308
St. George, UT 84770
Telephone: 435-656-8200
Facsimile: 435-656-8201
bcj@vf-law.com
jmh@vf-law.com

Counsel for *CHALET VILLAGE RESORT CONDOMINIUMS PHASE A OWNERS ASSOCIATION*

**IN THE FIFTH JUDICIAL DISTRICT COURT
IN AND FOR IRON COUNTY, STATE OF UTAH**

CHALET VILLAGE RESORT
CONDOMINIUMS PHASE I & PHASE II
HOAs;

Plaintiffs,

vs.

CHALET VILLAGE RESORT
CONDOMINIUMS PHASE A OWNERS
ASSOCIATION,

Defendant.

**NOTICE OF ENTRY OF ORDER
APPROVING
STIPULATION AND
DISMISSAL OF CASE**

Case No. 100500746

Judge G. Michael Westfall

CHALET VILLAGE RESORT
CONDOMINIUMS PHASE A OWNERS
ASSOCIATION, a Utah nonprofit
corporation;

Counterclaimant,

vs.

CHALET VILLAGE RESORT
CONDOMINIUMS PHASE I
HOMEOWNERS ASSOCIATION, a Utah
nonprofit corporation; CHALET VILLAGE
RESORT CONDOMINIUMS PHASE II
HOMEOWNERS ASSOCIATION, a Utah
nonprofit association; JOHN DOES I-X;

Counterdefendants.

CHALET VILLAGE RESORT
CONDOMINIUMS PHASE A OWNERS
ASSOCIATION, a Utah nonprofit
corporation;

Third-Party Plaintiff,

vs.

CHALET VILLAGE RECREATION
ASSOCIATION, INC., a Utah non-profit
corporation formed in 2009; MOUNTAIN
SPIRIT PROPERTIES, INC.; PINERIDGE
ASSOCIATES, LLC, a Nevada limited
liability company; and STEPHEN V.
SCHMIDT AND BILLIE C. SCHMIDT,
husband and wife,

Third-Party Defendants.

TO ALL PARTIES:

Please take notice that the ORDER APPROVING STIPULATION AND
DISMISSAL OF CASE (“Order”) was signed by the Honorable G. Michael Westfall on
March 27, 2014, and was entered in the above-titled matter. A true and correct copy of the
Order is provided herewith together with all exhibits thereto. This notice is given pursuant to
Rule 58(A) of the Utah Rules of Civil Procedure.

Dated this ____ day of _____, 2014.

Vial Fotheringham SG, LLP

Bruce C. Jenkins

CERTIFICATE OF SERVICE

I hereby certify that on the _____ day of _____ 2014, I caused a true and correct copy of the foregoing signed **ORDER APPROVING STIPULATION AND DISMISSAL OF CASE** to be sent via U.S. Mail, postage prepaid, to the following:

The Ridges At Chalet Village Homeowner Association
C/O Ronald W. Truman
Truman Law Firm, P.C.
20 N. Main Street, Suite 309
St. George, UT 84770

CPBS, LLC
Successor in interest to Pineridge Associates, LLC
c/o Christina Pitch, Manager
2563 Swan Lane
Las Vegas, NV 89121

Mountain Spirit Properties, Inc.
c/o William R. Bishop
Bishop & Leigh
P.O. Box 279
Cedar City, UT 84721-0279

Billie C. Schmidt
c/o Gary Schnitzer
Kravitz, Schnitzer & Johnson
8985 South Eastern Avenue, Suite 200
Las Vegas, Nevada 89123

Chalet Village Resort Condominiums Phase A Owners Association
C/o Christina Pitch, Manager
2563 Swan Lane
Las Vegas, NV 89121

Chalet Phase A Association Members:

Grant Wheeler	P.O. Box 1453	Cramerview		
Christina Pitch	2563 Swan Lane	2060		
M. Maritz & L. Pretorius	6435 Stargaze Lane	Las Vegas	NV	89124
Kim & Charlotte Nielson	7820 Rancho Destino	Charlotte	NC	28269
Teresa Brown	521 North 2110 East Circle	Las Vegas	NV	89123
Jeff & Roberta Hodgkinson	HCR 33 Box 2981	St. George	UT	84790
Charles & Marian Kaye	161 E 500 S. #6	Las Vegas	NV	89161
		Provo	UT	84606