

SITE ACCESS AGREEMENT

This Site Access Agreement (“Agreement”) is entered into by and between Trout Unlimited, Inc. on the one hand, and Snowbird Ltd., a Utah limited partnership, and related entities (collectively, “Snowbird”) on the other hand.

RECITALS

A. Snowbird owns certain real property in American Fork Canyon, Utah County, Utah, on which is located the Pacific Mine Site (also hereinafter referred to as the “Property”). The Pacific Mine Site or Property is more particularly defined in that Administrative Order On Consent for Removal Action by EPA and Trout Unlimited, Inc. (“AOC”).

B. As a result of the historical mining operations on or in the vicinity of the Pacific Mine Site, Trout Unlimited, Inc. intends to undertake certain cleanup work and activities to address the impacts of those historical mining operations (collectively, “Activities”), which Activities are contemplated and reflected in the AOC and the Snowbird/Trout Unlimited, Inc. Memorandum of Understanding (collectively, the “AOC & MOU”).

C. To conduct certain aspects of the Activities, Trout Unlimited, Inc. has requested access to the Pacific Mine Site. The Project has been designed by an employee of Trout Unlimited. Snowbird is contributing the time of its employees and heavy equipment time in order to facilitate the project. The precise responsibilities and roles of Snowbird and TU in accomplishing the Activities are spelled out in a separate agreement. Snowbird is providing access to TU in order to accomplish the Activities, subject to the terms and conditions of this Agreement.

AGREEMENT

The parties agree as follows:

1. **Grant of Access.** Snowbird grants permission to Trout Unlimited, Inc. and its representatives, including employees, suppliers, consultants, and contractors (individually and collectively, “TU”) to enter the Property at all reasonable times for the sole purpose of conducting the Activities. All Activities shall be conducted in accordance with the AOC & MOU. This grant of access does not extend to any other property owned by Snowbird other than the Pacific Mine Site. This grant of access may be revoked by Snowbird at any time upon notice to TU but shall in any event terminate on October 31, 2006, unless extended by written agreement of Snowbird and TU. .

2. **Interference.** TU shall not allow the Activities on the Property to be performed in a manner that unreasonably interferes with Snowbird’s use or enjoyment of the Property. TU shall not inhibit Snowbird’s access to the Property as a result of the Activities.

3. **Safety.** As between Snowbird and TU, during the conduct of the Activities, TU shall be solely responsible for the safety of all persons entering the Property on TU's behalf pursuant to this Agreement. Snowbird has signed a separate Agreement Pertaining to Post-Removal Site Control at the Pacific Repository with TU pursuant to the AOC, and shall be responsible for the maintenance of the Site Controls on the site pursuant to the terms of that Agreement.

4. **Release and Indemnity.** To the maximum extent permitted by law, TU shall release, indemnify, defend, and hold harmless Snowbird and its affiliates, subsidiaries, agents, officers, employees, and shareholders from and against any and all claims, demands, fines, damages, and liabilities arising from any negligent or wrongful act by TU committed while on the property in connection with the Activities, or arising from any breach of this Agreement by TU. The foregoing obligation of TU shall survive revocation of TU's access rights under this Agreement and termination or expiration of this Agreement. This clause does not apply to liability pursuant to CERCLA, RCRA, the Clean Water Act or state and federal environmental protection statutes as they relate to the presence of hazardous substances or hazardous waste on the Property, or issues related to maintenance of the above-referenced Site Controls at the site.

5. **Data and Reports.** TU shall provide Snowbird with all of its data, reports, and recommendations relating to the Property and the Activities. TU shall provide this information to Snowbird within 30 days after TU receives it.

6. **Insurance.** TU will carry comprehensive general liability insurance with respect to the Activities undertaken by TU. Such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury, death, or property damage. TU will cause each of its contractors, subcontractors, suppliers, and others entering the Property on its behalf as part of the Activities to maintain comprehensive general liability insurance in that same amount with respect to their entry on the Property and their role in the Activities on the Property, and ensure that such contractors, subcontractors, suppliers and others name TU and Snowbird as additional insureds on that insurance. To the extent that Snowbird and its employees participate in implementation of the Activities, Snowbird will carry similar insurance for its employees covering that participation. The limit of any insurance required hereunder shall not limit the liability of TU under this Agreement. Upon request, TU and Snowbird shall provide the other with insurance certificates or other evidence of the insurance coverage required under this Agreement.

7. **Notice.**

7.1 TU shall generally keep Snowbird informed of when it is accessing the Property and for what purpose. TU and Snowbird shall reach agreement in advance about the timing of the implementation phase of the Activities.

7.2 All other notices under this Agreement must be sent by first-class mail, personal delivery, or facsimile. Notice is effective upon receipt.

7.3 Notices to Snowbird shall be directed to:

Jim Baker
Snowbird Ltd.
Snowbird, UT 84092-9000
Tel.: (801) 631-0663
Fax: (801)742-2560
Email: jbaker@Snowbird.com

With copy to:

Marty Banks
Stoel Rives
201 South Main, Suite 1100
Salt Lake City, UT 94111
Tel.: (801) 578-6975
Fax: (801) 578-6999
Email: michael.rick@Snowbird.com

Notices to TU shall be sent to :

Ted V. Fitzgerald
1233 E 420 S
Payson, Utah 84651
Tel. & Fax: (801) 465-9949
Email: ted.fitzgerald@tu.org

8. **Severability.** Should any provision of this Agreement at any time conflict with any law, ruling, or regulation and be unenforceable, that provision shall continue in effect only to the extent it remains valid. If any provision of this Agreement becomes thus inoperative, the remaining provisions shall remain fully effective.

9. **Execution in Counterparts:** This Agreement may be executed in counterparts, all of which shall constitute but one and the same contract.

Snowbird, Ltd.

DATE: 7/31/06

By: Marty Banks
Title: Counsel

Trout Unlimited, Inc.

DATE: _____

By: _____
Title: _____