00894369 B: 2024 P: 1946 Page 1 of 14 Alan Spriggs, Summit County Utah Recorder 03/19/2010 02:21:11 PM Fee \$41.00 By HIGH COUNTRY TITLE Electronically Recorded by Simplifile

When Recorded, Please Mail to:

PARK CITY MUNICIPAL CORPORATION Legal Department P.O. Box 1480 Park City, IT 84060-1480

#### GRANT OF OPEN SPACE EASEMENT

THIS GRANT OF OPEN SPACE EASEMENT ("Agreement") is made this <u>2</u> day of <u>148644</u>, 2010, by IRON MOUNTAIN ASSOCIATES, L.L.C., a Utah limited liability company ("Grantor"), in favor of PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah ("Grantee"). Grantor and Grantee may be referred to individually herein as a "party" and, jointly, as the "parties".

#### RECITALS

A. Grantor is the owner in fee simple of the real property located in Summit County, Utah (the "Property") more particularly described in Exhibit "A";

B. Grantor and Grantee are parties to that certain Settlement and Release Agreement dated <u>MARCH 18</u>, 2010, which provides that Grantor shall grant to Grantee an open space easement on the Property;

C. The Property has natural, scenic, and visual open space values (collectively, "Open Space Values") and significant recreational values including, but not limited to, hiking, biking, and horseback riding (the "Recreation Values"); and

D. Grantor intends to preserve the Open Space Values and to promote the Recreation Values by conveying to Grantee the right to preserve and protect the Open Space Values of the Property as set forth herein.

#### AGREEMENT

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

1. <u>Grant of Easement</u>. Subject to the terms and conditions set forth in this Agreement and subject to the various matters of record set forth in Section 6 below, Grantor hereby grants and conveys to Grantee, its successors and assigns, a temporary easement over, under, along and across the Property (the "Easement") for the purposes set forth herein.

2. <u>Purpose</u>. The purpose of the Easement is to assure that the Open Space Values of the Property are preserved to the maximum extent reasonably possible in a manner that does not impair, interfere or limit the Recreation Values of the Property as set forth in this agreement (the "Easement Purpose").

3. <u>Permitted Uses of Easement</u>. In furtherance of the Easement Purpose, use of the Easement by Grantor or Grantee, their successors, assigns, invitees and licensees, shall be limited to the following (the "Permitted Uses"):

3.1. Passive uses intended to preserve and protect the Open Space Values;

3.2. Non-motorized recreational uses, including without limitation hiking, biking, horseback riding, snow-shoeing, skiing and snowboarding, but not including commercially operated alpine skiing and snowboarding activities;

3.3. Protection of vegetation as more fully set forth in Section 4 below;

3.4. Construction and maintenance of recreational facilities and related infrastructure, including, but not limited to, hiking, biking and equestrian trails, restrooms, and picnic areas, including the use of motorized vehicles but only as required for such construction and maintenance (collectively, "Recreational Development"); and

3.5. As designated by Grantee, which designation shall include the Mid Mountain Trail and the proposed expansion as shown on Exhibit "B" as the same may be relocated from time to time, certain portions of the Property may be open to the public, and the public shall have the right to use the Easement for the uses set forth in Sections 3.1 and 3.2 in such designated areas. Provided, however, that all owners of lots in The Colony at White Pine Canyon and their guests shall have the right at any time to access all of the Property for the uses set forth in Section 3.1 and 3.2.

Any use or activity on the Easement by the Grantor or Grantee, their respective invitees, successors or assigns that is not a Permitted Use and/or is inconsistent with the Easement Purpose is prohibited.

4. <u>Protection of Vegetation</u>. Except as reasonably necessary for the exercise of the Permitted Uses, such as the construction of trails, Grantor and Grantee shall not disturb or destroy the natural growth and vegetation present on the Property. Such restriction shall prohibit, without limitation, the cutting or removal of live timber, bushes, plants, flowers and all other vegetation. However, notwithstanding the foregoing, Grantee shall have the right to remove and replace any dead or diseased vegetation and may trim existing vegetation to facilitate future growth, and may remove any trees, plants or other vegetation which pose health, fire, or safety hazards.

5. <u>Approval of Recreational Development</u>. Any Recreational Development of the Property by either party shall be subject to the prior written approval of the other party, which shall not be unreasonably withheld. The parties hereby consent to the expansion and relocation of the Mid Mountain Trail by Grantor, as shown on Exhibit "B", and further agree to join in the granting of an easement to the Summit County Recreational District for the use by the public of those portions of the Mid Mountain Trail situated on the Property and on adjoining property owned by either party.

6. <u>Title to Easement</u>. Grantor and Grantee agree and understand that the rights set forth in this Agreement are subject to all documents recorded against the Property in the Office

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of the Summit County Recorder, and Grantor and Grantee hereby agree that the exercise of any rights identified in such matters of record shall not violate the terms of this Agreement.

7. <u>Mutual Rights of Grantor and Grantee</u>. To accomplish the Easement Purpose, the following mutual rights are simultaneously reserved by Grantor and conveyed to Grantee by this Agreement:

7.1. To preserve and protect the Open Space Values and Recreation Values of the Property;

7.2. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Agreement; provided that such entry shall be upon prior reasonable notice to Grantor and/or Grantee as the case requires, and neither Grantor nor Grantee shall interfere with or impact the other party's use and quiet enjoyment of the Property;

7.3. To exercise reasonable and diligent efforts to prevent any activity on or use of the Property that is inconsistent with the Easement Purpose and/or the Permitted Uses and to require the restoration of such areas or features of the Property that may be damaged by prohibited activity or use.

8. <u>Official Designation Of Recreation Area</u>. Prior to the Property being opened to the public, or as soon thereafter as is reasonable, the area shall be designated as the "John G. and Demetra Condas Recreation Area" or such other name as Grantor may select, subject to Grantee's reasonable right to approve said other name, and signs shall be installed at all public entrances to the Property of a quality, size and design reasonably approved by Grantor.

9. <u>Notice of Intention to Commence Construction</u>. Each party agrees to provide the other party with at least sixty (60) days advance written notice of its intent to construct any improvements relating to Recreational Development on the Property; provided, however, no notice shall be necessary for Grantor to modify the Mid-Mountain Trail, as shown on Exhibit "B". The purpose of requiring such notice is to afford each party an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Easement Purpose and the Permitted Uses. The notice shall describe the nature, scope, design, location, timetable (including information about the schedule for public hearings or meetings, if any), and any other material aspect of the proposed construction in sufficient detail to permit the other party to make an informed judgment as to its consistency with the Easement Purpose and the Permitted Uses. The notice requirements of this section do not grant to either party the right to veto or unilaterally disapprove the proposed activities of the other party, but are intended to provide an opportunity for the parties to discuss any concerns regarding the proposed activities.

10. <u>Remedies</u>.

10.1. If either party determines that the other party is in violation of the terms of this Agreement or that a violation is threatened, the affected party shall give written notice to the other party of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Easement Purpose, to restore the portion of the

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Property so injured. If a violation exists, and the party in violation fails to cure the violation within thirty (30) days after receipt of notice thereof, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the affected party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Agreement or injury to any Open Space Values and/or Recreation Values, other than the Permitted Uses, protected by this Agreement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting the violating party's liability therefore, the affected party, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

10.2. The parties' rights under this section apply equally in the event of either actual or threatened violations of the terms of this Agreement, and the parties agree that their remedies at law for any violation of the terms of this Agreement are inadequate and that they shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which they may be entitled, including specific performance of the terms of this Agreement. The parties' remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

11. <u>Enforcement Discretion</u>. Enforcement of the terms of this Agreement shall be at the discretion of the party adversely affected by a violation of the terms of the Agreement, and any forbearance by the adversely affected party to exercise its rights under this Agreement in the event of any breach of any term of this Agreement shall not be deemed or construed to be a waiver by-said party of such term or of any subsequent breach of the same or any other term of this Agreement or of any right or remedy upon such a breach. IMA shall have no obligation or responsibility to police or enforce the use restrictions contained in this Agreement with respect to third parties.

12. <u>Acts Beyond a Party's Control</u>. Nothing contained in this Agreement shall be construed to entitle a party to bring any action against the other party for any injury to or change in the Property resulting from causes beyond the other party's control, including, without limitation, unauthorized use by the general public, fire, flood, storm, and earth movement, or from any prudent action taken by said party under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

13. <u>Costs and Liabilities</u>. Grantee hereby accepts all responsibilities and shall bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of any improvements to the Property made by Grantee. Each party shall maintain adequate comprehensive general liability insurance coverage on the Property to cover liability for each party's use of the Property, and Grantee shall maintain adequate comprehensive general liability insurance to cover any use of the Property by the public. Each party shall keep the Property free of any liens arising out of any work performed by, materials furnished to, or obligations incurred

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in connection with any improvements made to the Property by such party under the terms of this Agreement.

14. <u>Taxes</u>. Grantor shall pay before delinquent all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes that may become past due, upon ten (10) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate. The obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time charged by Wells Fargo Bank. Notwithstanding the right given to Grantee herein to pay taxes assessed in the name of Grantor, Grantor shall have the right to appeal any tax assessment it believes is unfair or inappropriate, and Grantee shall cooperate in good faith to allow Grantor to pursue any such appeal to completion.

15. Indemnity. Grantor and Grantee shall hold harmless, indemnify, and defend each other and their affiliates (including without limitation, direct and indirect parent companies and subsidiaries), members, directors, officers, employees, agents, invitees, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees, arising from or in connection with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to Permitted Uses by Grantor or Grantee, as the case may be, occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties.

16. <u>Notices</u>. All notices or other communications required or permitted by this Agreement shall be in writing and be deemed given when delivered personally; when deposited to be sent via a nationally-recognized overnight courier service keeping records of delivery, prepaid or billed to sender; or by registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

To Grantor:

IRON MOUNTAIN ASSOCIATES, LLC 2455 White Pine Canyon Road Park City, Utah 84060 Attn: Walter Brett and John O'Connell

With a Copy To:

Michael J. Radford RADFORD & EDWARDS 2223 Avenida De La Playa, Suite 100 La Jolla, CA 92037

To Grantee:

PARK CITY MUNICIPAL CORPORATION 445 Marsac Ave. P.O. Box 1480

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## Park City, UT 84060 Attn: Thomas A. Daley

For purposes of this Agreement, any notice so given shall be deemed to have been received by the other Party on the earlier of the date of receipt by the other Party and counsel or three (3) business days after being sent.

17. <u>Recordation</u>. Grantee shall timely record this Agreement in the official records of Summit County, Utah.

18. <u>Termination</u>. At such time as the Property, or any portion thereof, is conveyed in fee to Grantee, this Agreement shall terminate as to the Property or portion thereof conveyed.

19. <u>Merger</u>. In the event Grantee acquires fee title to the Property, the Easement shall merge with title and this Agreement shall immediately and automatically terminate.

#### 20. General Provisions.

20.1. <u>Assignment</u>. Neither the Easement nor this Agreement may be assigned by either party without the prior written consent of the other party.

20.2. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to the principles of conflicts of laws thereof.

20.3. <u>Liberal Construction</u>. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the grant and reservation to effect the purpose of this Agreement and the policy and purposes of Utah statute. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

20.4. <u>Severability</u>. In the event that any one or more of the provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect for any reason, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if that invalid, illegal, or unenforceable provision had never been contained in this Agreement.

20.5. <u>Entire Agreement</u>. This Agreement supersedes any and all other understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement and constitutes the sole and only agreement between the Parties with respect to the Recitals and subject of this Agreement. Each Party acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party or by anyone acting on behalf of any Party which are not embodied in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding or of any force or effect. In the event of a conflict between any term or provision of this Agreement or any of the

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documents or exhibits contemplated by this Agreement, the terms and provisions of this Agreement shall control.

20.6. <u>Modification</u>. No change or modification to this Agreement shall be valid or binding upon the Parties unless such change or modification is in writing, signed by the Parties, and recorded in the office of the Summit County Recorder.

20.7. <u>Successors</u>. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns.

20.8. <u>Captions</u>. Captions and headings are for convenience only and shall not alter the construction of any provision in this Agreement.

20.9. <u>Counterpart and Facsimile Signatures</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The Parties may exchange counterpart signatures by facsimile, scanned email document, or other electronic format that accurately duplicates documents, and any such copied version of a signature shall have the same binding effect as an original signature.

20.10. <u>Incorporation of Recitals and Exhibits</u>. The Recitals set forth above are true and correct and are incorporated herein by this reference. The Exhibits identified herein are attached hereto and incorporated by this reference as though fully set forth herein. In the event of a conflict between the legal description and depiction set forth in the exhibits, the legal description shall control.

[Signatures on Following Page]

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The undersigned have duly executed this Grant of Open Space Easement effective as date first written above.

## **GRANTOR:**

IRON MOUNTAIN ASSOCIATES, L.L.C. a Utah limited liability company.

By: WPA, LTD., Its Manager By: White Pine Associates, Inc., Its General Partner By SAUT Name: Its:

**GRANTEE:** 

### PARK CITY MUNICIPAL CORPORATION

Dana Williams, Mayor

vity Recorder

S TO FORM: APPR

Thomas A. Daley, Deputy City Attorney



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STATE OF UTAH ) : ss. COUNTY OF SUMMIT ) The foregoing instrument was acknowledged before me this MMM\_\_\_\_\_, 2010, by Willie Control \_\_\_\_\_, the Picour day of of White Pine Associates, Inc., general partner of WPA, Ltd, manager of Iron Mountain Associates, L.L.C., a Utah limited liability company. My Commission Expires: **Residing** at: LADONNA A WHELCHEL Notary Public STATE OF UTAH State of Utah : \$\$. COUNTY OF SUMMIT ) The foregoing instrument was acknowledged before me this 18 day of , 2010, by Dana Williams, the Mayor of Park City Municipal Corporation. HSD-11 Notary Public Residing at: My Commission Expires: **Notary Public** JANET M. SCOTT faraac Ave. P.O. Box 148 Park City, Utah 84060 ission Expires March 11 State of Utah 00894369 Page 9 of 14 Summit County a DMWEST #7241544 v8

### EXHIBIT A TO OPEN SPACE EASEMENT

#### LEGAL DESCRIPTION OF THE PROPERTY

#### Parcel A

Beginning at a point South 89°24'49" East along the East-West center of Section line of Section 6, Township 2 South, Range 4 East, Salt Lake Base and Meridian, a distance of 1312.01 feet and South 00°51'05" East along the North-South center of Section line of said Section 6, a distance of 2676.04 feet and South 89°06'26" East along the South line of said Section 6, a distance of 1226.09 feet from the Northeast Corner of Lot 1, The Colony at White Pine Canyon Phase 1, Amended Final Subdivision Plat, recorded as Entry No. 534009, said Northeast Corner of Lot 1 being South 89°24'49" East along the East-West center of Section line of said Section 6, a distance of 1443.13 feet from the west quarter corner of said Section 6, 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, said point of beginning being on the South line of Aspen Springs Ranch Subdivision Phase II (basis of bearing being North 00°37'54" East 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 89°06'26" East along said South line of Section 6, and the South line of Aspen Springs Ranch Subdivision Phase II, a distance of 1403.42 feet, more or less, to a point on the West line of Iron Canyon Subdivision; thence South 00°01'42" East along said West line a distance of 41.54 feet, more or less, to the Southwest corner of Lot 34, Iron Canyon Subdivision; thence North 89°25'07" East along the South line of Iron Canyon Subdivision a distance of 278.64 feet, more or less, to a point on the West line of Lot 41, Iron Canyon Subdivision; thence South 00°04'07" West along said West line a distance of 543.50 feet to the Southwest corner of Lot 42, Iron Canyon Subdivision; thence South 89°55'53" East along the South line of Iron Canyon Subdivision a distance of 1020.00 feet, more or less, to the East line of the West half of the Northwest quarter of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also lying on the West line of Thaynes Canyon Subdivision No. 3; thence South 00°04'07" West along the West line of Thaynes Canyon Subdivision No. 3, and the East line if the West half of the Northwest quarter of said Section 8, a distance of 2025.11 feet, more or less to the East-West center of Section line of said Section 8; thence North 89°53'53" West along said East-West center of Section line a distance of 1315.20 feet, more or less, to the East quarter corner of Section 7, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence South 00°01'04" East along the East line of said Section 7 a distance of 433.00 feet, more or less to a point on Line 1-2 of the Phesant No. 2 Patented Lode Mining Claim, M.S. 6967; thence North 03°16'03" West along said Line 1-2, a distance of 574.04 feet, more or less, to Corner No. 2 of said Phesant No. 2 Patented Lode Mining Claim; thence North 86°45'43" East a distance of 33.71 feet, more or less, to a point on the East line of said Section 7; thence North 00°25'53" East along said East line, a distance of 1110.07 feet, more or less to the Northeast corner of Government Lot 22 of said Section 7; thence South 89°33'36" West along the North line of said Government Lot 22 a distance of 1412.33 feet, more or less, to the Northwest corner of said Government Lot 22; thence North 00°47'42" East a distance of 1387.00 feet to the point of beginning.

Containing 4,740,928 sq. ft or 108.84 acres.

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# EXCEPTING THEREFROM any portions lying within the following:

#### Exception Parcel 1

BEGINNING at a point West 5272.02 feet and South 506.93 feet from the Northeast corner of Section 8, Township 2 South Range 4 East, Salt Lake Base and Meridian, said point being the Northeast corner of a 110.00 foot by 110.00 foot water tank site; thence South 110.00 feet; thence West 110.00 feet; thence North 110.00 feet; thence East 110.00 feet to the point of BEGINNING.

#### Exception Parcel 2

A parcel of land being 35.00 feet wide, 17.50 feet right and 17.50 feet left of the following described line. BEGINNING at a point on the North line of the above described water tank site description, West 55.00 feet from the Northeast corner of said description; thence North 41°09'25" East 122.35 feet; thence North 2°29'57" East 116.39 feet; thence North 43°23'52" East 193.71 feet; thence North 33°16'48" East 120.30 feet, more or less, to a point on the North line of said Section 8 and the South line of Lot 34 of Iron Canyon Subdivision (to be recorded) said point being South 89°21'00" West 5042.65 feet from the Northeast corner of said Section 8. Basis of bearing for the water tank site and the access road is the North line of Section 9, Township 2 South Range 4 East, Salt Lake Base and Meridian which has a bearing of North 89°49'28" East.

# SUMMIT COUNTY TAX SERIAL NO'S: PP-25-1, PP-25-B AND 55-102-A. Parcel B

Beginning at a point South 89°24'49" East along the East-West center of Section line of Section 6, Township 2 South, Range 4 East, Salt Lake Base and Meridian, a distance of 1312.01 feet and South 00°51'05" East along the North-South center of Section line of said Section 6, a distance of 2676.04 feet and South 89°06'26" East along the South line of said Section 6, and the South line of Aspen Springs Ranch Subdivision Phase II, a distance of 403.36 feet from the Northeast Corner of Lot 1, The Colony at White Pine Canyon Phase 1, Amended Final Subdivision Plat, recorded as Entry No. 534009, said Northeast Corner of Lot 1 being South 89°24'49" East along the East-West center of Section line of said Section 6 a distance of 1443.13 feet from the West quarter corner of said Section 6, 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 North 00°37'54" East 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 89°06'26" East along said South line of Section 6, and South line of Aspen Springs Ranch Subdivision Phase II, a distance of 822.73 feet; thence South 00°47'42" West a distance of 1387.00 feet; thence North 89°33'36" East a distance of 80.02 feet; thence South 00°47'42" West a distance of 1180.43 feet, more or less to a point on Line 2-3 of the Lawrence No. 1 Patented Lode Mining Claim, M.S. 6967; thence North 86°33'25" East along Line 2-3 of said Lawrence No. 2 Mining Claim, and along Line 2-3 of the Phesant No. 2 Patented Lode Mining Claim, M.S. 6967 and Line 2-3 of the Phesant No. 3 Patented Lode Mining Claim, M.S. 6967, a distance of 1309.00 feet, more or less to Corner No. 2 of said Phesant No. 2 Mining Claim; thence South 03°16'03" East along Line 1-2 of said Phesant No. 2 Mining Claim a distance of 151.13 feet; thence South 65°47'51" West a distance of 1877.49 feet; thence South 32°35'25" West a distance of 847.16 feet; thence West a

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distance of 629.34 feet; thence North 44°58'22" West a distance of 847.51 feet, more or less, to a point on Line 1-4 of the Warren No. 1 Patented Lode Mining Claim, M.S. 6292; thence North 45°01'38" East along Line 1-4 of said Warren No. 1 Mining Claim, and Line 1-4 of the Warren No. 2 Patented Lode Mining Claim, M.S. 6292, a distance of 2143.36 feet, more or less, to Corner No. 4 of said Warren No. 2 Mining Claim; thence North 46°04'23" West along Line 3-4 of said Warren No. 2 Mining Claim, a distance of 418.59 feet; thence North a distance of 1730.31 feet to the point of beginning.

Containing 4,764,406 square feet or 109.38 acres.

SUMMIT COUNTY TAX SERIAL NO'S: PP-25, AP-25-B AND PP-5-87.

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# EXHIBIT B TO OPEN SPACE EASEMENT

# MID-MOUNTAIN TRAIL

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